



# City Council

## Regular Meeting & Work Session Agenda

Monday, March 16, 2026  
6:00 PM or immediately following  
the EDA meeting  
(whichever is later)  
Elk River City Hall

- Regular meeting in Council Chambers
- Work Session meeting in Upper Town Conference Room immediately following regular meeting

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### 1. CALL MEETING TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. CONSIDER AGENDA

### 4. CONSENT AGENDA

Considered to be routine and noncontroversial and will be approved by one motion. There will be no separate discussion of these items unless there is a request to remove the item from the consent agenda to the regular agenda.

#### 4.1 Check Register

#### 4.2 Resolutions 26-19 and 26-20 Donations Received for Parks and Recreation

#### 4.3 Resolution 26-18 Commitment of Local Match to Northstar Business Park Infrastructure Project

#### 4.4 Northbound and Fire Station #1 Subcontractor Qualifications (RFQ)

#### 4.5 FT Center - Commercial Fabric Curtains for The Yard

#### 4.6 2025 Local Weed Inspector Annual Report

#### 4.7 171st Avenue Crossing Surface Agreement 26-09 with BNSF

#### 4.8 MOU Agreement 26-10 with Met Council for Transportation Planning

#### 4.9 Hire City Clerk

### 5. OPEN FORUM

An opportunity to provide comments and feedback regarding items not on the agenda. Information provided in Open Forum will not be discussed at this meeting; rather, the information will be referred to staff and/or scheduled for discussion at a future meeting.

### 6. PRESENTATIONS, AWARDS, AND RECOGNITION

#### 6.1 City of Elk River Volunteer of the Month

#### 6.2 Sister City Representative - Max Fetisov

### 7. PUBLIC HEARINGS

An opportunity for the public to express their opinions and raise questions pertaining to the agenda item. All comments become part of the official public record. For this reason, all comments must be made at the podium so they can be heard and recorded. Comments may also be provided in writing. There will not be deliberations, discussions, or answers to questions until the hearing is closed. It is important to be courteous and allow each presenter to comment before adding additional testimony.

7.1 Plat of Heinen Estates, April Heinen - 21446 Brook Rd NW

7.2 Conditional Use Permit: Mineral Extraction Boundary Area Expansion, Knife River — 11650 225th Ave NW

8. GENERAL BUSINESS

Items in which the information is presented by city staff or consultants, then deliberation and action occur. General Business items are not opportunities to receive or provide public input. However, the presiding officer may, at its sole discretion, solicit public feedback.

8.1 Conditional Use Permit: Educational Institution, Good Shepherd Lutheran High School — 630 Freeport Ave NW

8.2 Select Consultant for the 2026 Zoning, Development Code, and General Ordinance Update

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION

Work Sessions are less formal meetings to encourage dialog. Official action or votes are not typically taken. At the conclusion of a discussion, a simple consensus provides staff direction for execution of the item. This portion of the agenda is audio recorded but not video recorded or broadcast. Work Sessions are open to the public; however, visitors who wish to provide input must be invited by the presiding officer, assume a seat at the discussion table and provide their full name and address for the official record.

10.1 Consider Topics for Staff/Council Retreat

10.2 IT Services MOU with ERMU

10.3 IT Server Replacements

10.4 Downtown Reconstruction Street Layout

10.5 Engine Braking Limitations

11. MOTION TO ADJOURN

12. INFORMATION

12.1 February Financial Reports

**The Elk River Vision**

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*





# Request for Action

**To**  
City Council

**Item Number**  
4.1

**Meeting Date**  
March 16, 2026

**Prepared By**  
Amy Stangler, Accounting Clerk

**Item Description**  
Check Register

**Reviewed by**  
Lori Stich  
Joe Stremcha  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, the check register for the period ending March 16, 2026.

## Background/Discussion

The details for the period ending March 16, 2026, are attached to this request for action.

Total for All Funds	\$1,023,853.69
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**Financial Impact**  
N/A

**Mission/Policy/Goal**  
N/A

## Attachments

1. 4.2 at1 Check Register
2. 4.2 at2 Check Register

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>ASPEN MILLS</b>						
<b>101</b>						
371352	1	UNIFORMS - HONOR GUARD/ALLEN	Invoice	02/24/2026	100.80	101-4-2320-4217
Total 10749 ASPEN MILLS:					100.80	
<b>BLUE EGG BAKERY</b>						
<b>221</b>						
9110002-2	1	CONCESSIONS FOOD/DONUTS	Invoice	02/28/2026	240.00	221-4-5430-4259
Total 11658 BLUE EGG BAKERY:					240.00	
<b>BOGART, PEDERSON &amp; ASSOC,</b>						
<b>245</b>						
21743	1	TOPO WORK - FIRE ACQUISITION	Invoice	09/23/2025	3,750.00	245-4-6210-4319
<b>245</b>						
4050	1	ROAD EASEMENT	Invoice	12/26/2025	225.00	245-4-6210-4319
Total 13279 BOGART, PEDERSON & ASSOC,:					3,975.00	
<b>CHRONICLES IN HEALTH</b>						
<b>101</b>						
2026-617	1	PRESENTATION FEE - 2/27/26	Invoice	02/27/2026	40.00	101-4-5510-4409
Total 14073 CHRONICLES IN HEALTH:					40.00	
<b>COMPASS MINERALS AMERICA</b>						
<b>101</b>						
1635696	1	ROAD SALT	Invoice	02/26/2026	37,783.94	101-4-3130-4219
Total 12534 COMPASS MINERALS AMERICA:					37,783.94	
<b>LANO EQUIPMENT INC</b>						
<b>101</b>						
2-1219580	1	DETHATCHER	Invoice	03/03/2026	920.00	101-4-5110-4219
Total 23575 LANO EQUIPMENT INC:					920.00	
<b>MARK LEES</b>						
<b>101</b>						
2-7-26 REIMB ML	1	VAC FILTERS - REIMB	Invoice	02/20/2026	113.17	101-4-2320-4219
Total 11285 MARK LEES:					113.17	
<b>MIDWAY FORD</b>						
<b>101</b>						
927582	1	PARTS #601	Invoice	02/19/2026	781.08	101-4-2120-4221
Total 11156 MIDWAY FORD:					781.08	
<b>NEW FRANCE WINE CO</b>						
<b>603</b>						
264224	1	WINE	Invoice	02/24/2026	140.00	603-4-9111-4253
<b>603</b>						
264224	2	FREIGHT	Invoice	02/24/2026	5.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
265592	1	WINE	Invoice	03/02/2026	528.00	603-4-9151-4253
<b>603</b>						
265592	2	FREIGHT	Invoice	03/02/2026	10.00	603-4-9151-4332
Total 27999 NEW FRANCE WINE CO:					<u>683.00</u>	
<b>VICTORY DOOR SYSTEMS INC</b>						
<b>602</b>						
16645	1	INSTALL WEATHERSTRIP	Invoice	02/25/2026	135.00	602-4-9020-4404
<b>602</b>						
16646	1	DOOR REPAIRS	Invoice	02/25/2026	250.00	602-4-9020-4404
Total 15004 VICTORY DOOR SYSTEMS INC:					<u>385.00</u>	
<b>3CMA</b>						
<b>101</b>						
5849	1	MEMBERSHIP - COMMUNICATIONS	Invoice	03/02/2026	1,160.00	101-4-1120-4433
Total 13433 3CMA:					<u>1,160.00</u>	
<b>A HARD DAYS NIGHT TRIBUTE</b>						
<b>101</b>						
2/11/2026 DEP	1	DEPOSIT-RIVERFRONT-BEATLES 7/3	Invoice	02/11/2026	500.00	101-4-5220-4409
Total 14634 A HARD DAYS NIGHT TRIBUTE:					<u>500.00</u>	
<b>AID ELECTRIC CORPORATION</b>						
<b>101</b>						
1205104	1	AIR COMPRESSOR REPAIR	Invoice	02/26/2026	356.94	101-4-3120-4404
<b>602</b>						
1205105	1	REPLACE MA MODULE/GRIT ROOM	Invoice	02/26/2026	5,068.63	602-4-9020-4404
<b>602</b>						
1205119	1	ELECTRICAL REPAIRS	Invoice	02/26/2026	242.00	602-4-9020-4404
<b>211</b>						
1205120	1	REPLACE HAND DRYER	Invoice	02/26/2026	390.00	211-4-5600-4401
Total 10373 AID ELECTRIC CORPORATION:					<u>6,057.57</u>	
<b>AIRGAS USA LLC</b>						
<b>101</b>						
9500950002	1	MEDICAL OXYGEN	Invoice	03/01/2026	219.16	101-4-2120-4219
Total 10379 AIRGAS USA LLC:					<u>219.16</u>	
<b>AMAZON CAPITAL SERVICES</b>						
<b>101</b>						
119D-CV43-VGVY	1	SUPPLIES	Invoice	02/26/2026	57.28	101-4-3120-4201
<b>101</b>						
14GT-TT6Y-1W9J	1	SUPPLIES CREDIT - APPLE PENCIL	Invoice	02/24/2026	94.99-	101-4-1350-4219
<b>603</b>						
14GT-TT6Y-GKN9	1	SUPPLIES	Invoice	02/24/2026	43.90	603-4-9112-4219
<b>101</b>						
16YV-JP3W-4GNQ	1	WELLNESS FAIR SUPPLIES	Invoice	02/20/2026	37.99	101-4-1220-4201
<b>101</b>						
1H16-RFG1-7LNP	1	SUPPLIES	Invoice	02/26/2026	97.58	101-4-5510-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>101</b>						
1HLC-FNMJ-RDVQ	1	SUPPLIES	Invoice	02/27/2026	1.31	101-4-1120-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	2	SUPPLIES	Invoice	02/27/2026	5.24	101-4-1210-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	3	SUPPLIES	Invoice	02/27/2026	1.31	101-4-1220-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	4	SUPPLIES	Invoice	02/27/2026	1.31	101-4-1310-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	5	SUPPLIES	Invoice	02/27/2026	3.93	101-4-1510-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	6	SUPPLIES	Invoice	02/27/2026	2.36	101-4-2410-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	7	SUPPLIES	Invoice	02/27/2026	2.36	101-4-2440-4219
<b>101</b>						
1HLC-FNMJ-RDVQ	8	SUPPLIES	Invoice	02/27/2026	2.62	101-4-3300-4201
<b>101</b>						
1HLC-FNMJ-RDVQ	9	SUPPLIES	Invoice	02/27/2026	3.14	101-4-5210-4219
<b>101</b>						
1HLC-FNMJ-RDVQ	10	SUPPLIES-EDA	Invoice	02/27/2026	2.62	101-4-6210-4440
<b>101</b>						
1KP6-Q9V4-HCMC	1	SUPPLIES	Invoice	03/04/2026	9.89	101-4-5210-4219
<b>101</b>						
1P7D-4TWT-CT9J	1	WELLNESS FAIR SUPPLIES - RETUR	Invoice	02/24/2026	37.99-	101-4-1220-4201
<b>101</b>						
1TQK-9FPX-364V	1	PHONE CASE/SCREEN PROTECTOR	Invoice	02/26/2026	126.37	101-4-1350-4219
<b>101</b>						
1VP7-QJDW-G34D	1	SUPPLIES-SUPER GLUE	Invoice	03/02/2026	7.49	101-4-1600-4219
<b>603</b>						
1WPM-1PPN-GK9V	1	SUPPLIES	Invoice	02/25/2026	27.85	603-4-9112-4219
<b>603</b>						
1WPM-1PPN-GK9V	2	SUPPLIES	Invoice	02/25/2026	27.84	603-4-9152-4219
<b>602</b>						
1X1M-V1R9-GPLK	1	SUPPLIES	Invoice	02/23/2026	126.82	602-4-9020-4219
Total 13706 AMAZON CAPITAL SERVICES:					<u>456.23</u>	
<b>ARTISAN BEER COMPANY</b>						
<b>603</b>						
3833662	1	BEER	Invoice	02/25/2026	277.50	603-4-9111-4252
<b>603</b>						
3833663	1	THC PRODUCTS	Invoice	02/25/2026	55.70	603-4-9111-4256
<b>603</b>						
3833664	1	BEER	Invoice	02/25/2026	685.60	603-4-9151-4252
<b>603</b>						
3835541	1	BEER	Invoice	03/04/2026	203.00	603-4-9111-4252
<b>603</b>						
3835542	1	THC PRODUCTS	Invoice	03/04/2026	255.00	603-4-9111-4256
<b>603</b>						
3835543	1	BEER	Invoice	03/04/2026	201.45	603-4-9151-4252
Total 12167 ARTISAN BEER COMPANY:					<u>1,678.25</u>	
<b>ARVIG</b>						
<b>602</b>						
3097643 - 2-28-26	1	PHONE SVCS - WW 2/28-3/27/26	Invoice	02/28/2026	97.08	602-4-9010-4321

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 14662 ARVIG:					97.08	
<b>ATT LLC</b>						
<b>221</b>						
S29997	1	SPRING BREAKAWAY JERSEYS	Invoice	02/23/2026	1,248.00	221-4-5410-4219
Total 15332 ATT LLC:					1,248.00	
<b>AXON ENTERPRISE, INC.</b>						
<b>101</b>						
INUS427486	1	AXON CONTRACT - 2026	Invoice	03/01/2026	108,338.01	101-4-2120-4404
<b>101</b>						
INUS427629	1	AXON AIR EVIDENCE LICENSE - RO	Invoice	03/01/2026	624.00	101-4-2120-4404
Total 13529 AXON ENTERPRISE, INC.:					108,962.01	
<b>BEAUDRY OIL &amp; SERVICE INC</b>						
<b>101</b>						
3230642	1	PROPANE - COLD STORAGE	Invoice	02/25/2026	757.26	101-4-3120-4389
<b>602</b>						
3234108	1	OIL	Invoice	02/24/2026	561.28	602-4-9020-4219
Total 11663 BEAUDRY OIL & SERVICE INC:					1,318.54	
<b>BELLBOY CORP BAR SUPPLY</b>						
<b>603</b>						
110872000	1	SUPPLIES	Invoice	02/24/2026	84.00	603-4-9112-4219
<b>603</b>						
110872000	2	FREIGHT	Invoice	02/24/2026	2.94	603-4-9111-4332
Total 11810 BELLBOY CORP BAR SUPPLY:					86.94	
<b>BELLBOY CORPORATION</b>						
<b>603</b>						
210577600	1	POP/MISC	Invoice	02/24/2026	157.00	603-4-9111-4255
<b>603</b>						
210577600	2	FREIGHT	Invoice	02/24/2026	13.50	603-4-9111-4332
<b>603</b>						
210683900	1	LIQUOR CREDIT	Invoice	03/04/2026	236.88-	603-4-9111-4251
<b>603</b>						
210683900	2	FREIGHT CREDIT	Invoice	03/04/2026	4.95-	603-4-9111-4332
<b>603</b>						
300740000	1	THC PRODUCTS	Invoice	02/24/2026	840.00	603-4-9111-4256
<b>603</b>						
300740000	2	FREIGHT	Invoice	02/24/2026	13.20	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					781.87	
<b>BERNICK'S</b>						
<b>603</b>						
10461658	1	POP/MISC	Invoice	02/25/2026	84.31	603-4-9111-4255
<b>603</b>						
10461659	1	POP/MISC CREDIT	Invoice	02/25/2026	34.64-	603-4-9111-4255
<b>603</b>						
10461660	1	THC PRODUCTS	Invoice	02/25/2026	75.50	603-4-9111-4256

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
10461661	1	BEER	Invoice	02/25/2026	2,080.00	603-4-9111-4252
<b>603</b>						
10461662	1	POP/MISC	Invoice	02/25/2026	45.91	603-4-9151-4255
<b>603</b>						
10461663	1	THC PRODUCTS	Invoice	02/25/2026	179.00	603-4-9151-4256
<b>603</b>						
10461664	1	BEER	Invoice	02/25/2026	1,677.20	603-4-9151-4252
<b>603</b>						
10464359	1	POP/MISC	Invoice	03/04/2026	340.50	603-4-9111-4255
<b>603</b>						
10464360	1	THC PRODUCTS	Invoice	03/04/2026	83.00	603-4-9111-4256
<b>603</b>						
10464361	1	BEER	Invoice	03/04/2026	1,864.75	603-4-9111-4252
<b>603</b>						
10464362	1	BEER CREDIT	Invoice	03/04/2026	12.72-	603-4-9111-4252
Total 11950 BERNICK'S:					<u>6,382.81</u>	
<b>BERRY COFFEE COMPANY</b>						
<b>101</b>						
1103145	1	COFFEE - SR ACTIVITY CENTER	Invoice	03/02/2026	337.81	101-4-5510-4219
<b>101</b>						
1103281	1	COFFEE - PD	Invoice	03/02/2026	182.76	101-4-2190-4219
<b>101</b>						
1103301	1	COFFEE - CITY HALL	Invoice	03/02/2026	69.75	101-4-1600-4219
<b>101</b>						
1103491	1	COFFEE	Invoice	03/02/2026	53.92	101-4-3120-4219
Total 11959 BERRY COFFEE COMPANY:					<u>644.24</u>	
<b>BLACKHAWK PEST CONTROL, LLC</b>						
<b>101</b>						
52288	1	PEST CONTROL - CITY HALL	Invoice	02/23/2026	125.00	101-4-1600-4401
<b>101</b>						
52289	1	PEST CONTROL - PUBLIC SAFETY	Invoice	02/23/2026	130.00	101-4-2190-4401
<b>211</b>						
52290	1	PEST CONTROL-LIBRARY	Invoice	02/23/2026	82.50	211-4-5600-4401
<b>101</b>						
52291	1	PEST CONTROL-FS 1	Invoice	02/23/2026	52.50	101-4-2310-4401
Total 14717 BLACKHAWK PEST CONTROL, LLC:					<u>390.00</u>	
<b>BOURGET IMPORTS LLC</b>						
<b>603</b>						
225394	1	WINE	Invoice	03/04/2026	720.00	603-4-9151-4253
<b>603</b>						
225394	2	FREIGHT	Invoice	03/04/2026	33.00	603-4-9151-4332
Total 14411 BOURGET IMPORTS LLC:					<u>753.00</u>	
<b>BREAKTHRU BEVERAGE MINNESOTA</b>						
<b>603</b>						
125823046	1	LIQUOR	Invoice	02/26/2026	1,323.50	603-4-9151-4251
<b>603</b>						
125823046	2	FREIGHT	Invoice	02/26/2026	39.15	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
125823047	1	WINE	Invoice	02/26/2026	864.00	603-4-9151-4253
<b>603</b>						
125823047	2	FREIGHT	Invoice	02/26/2026	17.40	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					<u>2,244.05</u>	
<b>603</b>						
125823289	1	LIQUOR	Invoice	02/26/2026	5,782.53	603-4-9111-4251
<b>603</b>						
125823289	2	FREIGHT	Invoice	02/26/2026	91.35	603-4-9111-4332
<b>603</b>						
125823290	1	POP/MISC	Invoice	02/26/2026	97.25	603-4-9111-4255
<b>603</b>						
125823290	2	FREIGHT	Invoice	02/26/2026	7.25	603-4-9111-4332
<b>603</b>						
125823291	1	WINE	Invoice	02/26/2026	2,320.00	603-4-9111-4253
<b>603</b>						
125823291	2	FREIGHT	Invoice	02/26/2026	39.15	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					<u>8,337.53</u>	
<b>C &amp; L DISTRIBUTING CO</b>						
<b>603</b>						
2256006	1	BEER	Invoice	02/25/2026	2,631.25	603-4-9151-4252
<b>603</b>						
2256006	2	THC PRODUCTS	Invoice	02/25/2026	75.48	603-4-9151-4256
<b>603</b>						
2256891	1	BEER	Invoice	02/25/2026	3,920.00	603-4-9151-4252
<b>603</b>						
2256891	2	FREIGHT	Invoice	02/25/2026	5.00	603-4-9151-4332
<b>603</b>						
2259390	1	BEER	Invoice	03/04/2026	1,488.30	603-4-9151-4252
<b>603</b>						
2259390	2	FREIGHT	Invoice	03/04/2026	5.00	603-4-9151-4332
<b>603</b>						
2259393	1	LIQUOR	Invoice	03/04/2026	131.40	603-4-9151-4251
Total 8003 C & L DISTRIBUTING CO:					<u>8,256.43</u>	
<b>603</b>						
1839001634	1	BEER CREDIT	Invoice	03/04/2026	55.41-	603-4-9111-4252
<b>603</b>						
2257252	1	THC PRODUCTS	Invoice	02/25/2026	144.48	603-4-9111-4256
<b>603</b>						
2257253	1	LIQUOR	Invoice	02/25/2026	218.75	603-4-9111-4251
<b>603</b>						
2257253	2	WINE	Invoice	02/25/2026	589.60	603-4-9111-4253
<b>603</b>						
2257254	1	BEER	Invoice	02/25/2026	10,646.20	603-4-9111-4252
<b>603</b>						
2257254	2	FREIGHT	Invoice	02/25/2026	5.00	603-4-9111-4332
<b>603</b>						
2260759	1	LIQUOR	Invoice	03/04/2026	46.40	603-4-9111-4251
<b>603</b>						
2260760	1	THC PRODUCTS	Invoice	03/04/2026	425.96	603-4-9111-4256

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
2260761	1	BEER	Invoice	03/04/2026	12,719.15	603-4-9111-4252
<b>603</b>						
2260761	2	FREIGHT	Invoice	03/04/2026	5.00	603-4-9111-4332
<b>603</b>						
3962000065	1	BEER CREDIT	Invoice	02/25/2026	19.60-	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					<u>24,725.53</u>	
<b>C&amp;H PRECISION</b>						
<b>101</b>						
INV56518	1	HANDGUN BASE PLATES	Invoice	03/03/2026	145.98	101-4-2120-4219
Total 52284 C&H PRECISION:					<u>145.98</u>	
<b>CHRISTOPHER OLSON</b>						
<b>101</b>						
2/11/26 DEP ELVIS	1	DEPOSIT-RIVERFRONT-ELVIS 6/18	Invoice	02/12/2026	1,000.00	101-4-5220-4409
Total 52327 CHRISTOPHER OLSON:					<u>1,000.00</u>	
<b>CINTAS CORPORATION LOC 470</b>						
<b>602</b>						
4260993013	1	UNIFORMS RENTAL/CLEANING	Invoice	02/26/2026	159.29	602-4-9020-4417
<b>603</b>						
4260993058	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	02/26/2026	80.04	603-4-9112-4404
<b>603</b>						
4260997840	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	02/26/2026	38.88	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					<u>278.21</u>	
<b>COLLINS BROTHERS TOWING</b>						
<b>294</b>						
125177	1	TOWING SVCS 26002767	Invoice	02/25/2026	100.00	294-4-2220-4440
Total 14425 COLLINS BROTHERS TOWING:					<u>100.00</u>	
<b>CRYSTAL SPRINGS ICE</b>						
<b>603</b>						
2-603652	1	ICE	Invoice	03/02/2026	191.04	603-4-9111-4255
<b>603</b>						
2-603652	2	FREIGHT	Invoice	03/02/2026	4.00	603-4-9111-4332
<b>603</b>						
2-603653	1	ICE	Invoice	03/02/2026	53.41	603-4-9151-4255
<b>603</b>						
2-603653	2	FREIGHT	Invoice	03/02/2026	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					<u>252.45</u>	
<b>CUB FOODS</b>						
<b>101</b>						
104304183499	1	PROGRAM SUPPLIES	Invoice	03/02/2026	91.54	101-4-5510-4219
<b>101</b>						
130408	1	MEETING SUPPLIES	Invoice	02/18/2026	78.95	101-4-2110-4219
Total 15550 CUB FOODS:					<u>170.49</u>	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>DACOTAH PAPER CO</b>						
<b>221</b>						
19220	1	CLEANING SUPPLIES	Invoice	02/19/2026	815.66	221-4-5400-4219
<b>101</b>						
20708	1	SUPPLIES - MOPS	Invoice	02/24/2026	165.12	101-4-1600-4219
<b>101</b>						
20709	1	SUPPLIES - MOPS	Invoice	02/24/2026	165.12	101-4-2310-4219
<b>211</b>						
21339	1	CLEANING SUPPLIES	Invoice	02/24/2026	1,714.34	211-4-5600-4219
<b>602</b>						
22484	1	CLEANING SUPPLIES	Invoice	02/26/2026	898.90	602-4-9020-4219
<b>101</b>						
24593	1	CLEANING SUPPLIES	Invoice	03/03/2026	893.88	101-4-2190-4219
<b>101</b>						
24594	1	CLEANING SUPPLIES	Invoice	03/03/2026	64.80	101-4-2190-4219
Total 15887 DACOTAH PAPER CO:					<u>4,717.82</u>	
<b>DAHLHEIMER BEVERAGE, LLC</b>						
<b>603</b>						
2707558	1	LIQUOR	Invoice	02/26/2026	540.00	603-4-9151-4251
<b>603</b>						
2708357	1	THC PRODUCTS	Invoice	02/26/2026	148.00	603-4-9151-4256
<b>603</b>						
2708358	1	BEER	Invoice	02/26/2026	112.00	603-4-9151-4252
<b>603</b>						
2708359	1	BEER	Invoice	02/26/2026	2,485.05	603-4-9151-4252
<b>603</b>						
2710285	1	BEER	Invoice	03/02/2026	8,446.40	603-4-9151-4252
<b>603</b>						
2710308	1	THC PRODUCTS	Invoice	03/02/2026	69.00	603-4-9151-4256
Total 8005 DAHLHEIMER BEVERAGE, LLC:					<u>11,800.45</u>	
<b>221</b>						
2708350	1	BEER	Invoice	02/26/2026	160.10	221-4-5430-4252
<b>221</b>						
2708350	2	LIQUOR	Invoice	02/26/2026	211.80	221-4-5430-4251
<b>221</b>						
2708350	3	MISC BEVERAGES	Invoice	02/26/2026	63.00	221-4-5430-4259
Total 15366 DAHLHEIMER BEVERAGE, LLC:					<u>434.90</u>	
<b>603</b>						
2708141	1	LIQUOR	Invoice	02/26/2026	647.00	603-4-9111-4251
<b>603</b>						
2708141	2	BEER	Invoice	02/26/2026	4,300.20	603-4-9111-4252
<b>603</b>						
2710273	1	BEER	Invoice	03/02/2026	14,336.33	603-4-9111-4252
<b>603</b>						
2714011	1	BEER	Invoice	03/05/2026	31.90	603-4-9111-4252
<b>603</b>						
2714011	2	LIQUOR	Invoice	03/05/2026	94.00	603-4-9111-4251
<b>603</b>						
2714012	1	THC PRODUCTS	Invoice	03/05/2026	106.00	603-4-9111-4256
<b>603</b>						
2714013	1	BEER	Invoice	03/05/2026	7,445.95	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15900 DAHLHEIMER BEVERAGE, LLC:					26,961.38	
<b>DANIELLE FAULHABER</b>						
<b>101</b>						
100	1	TRANSCRIPTION SERVICES - JAN/F	Invoice	03/01/2026	712.71	101-4-2150-4409
Total 13642 DANIELLE FAULHABER:					712.71	
<b>DEANO'S COLLISION SPEC INC</b>						
<b>291</b>						
68866	1	REPAIR SQUAD #606 LMC CA490891	Invoice	02/16/2026	26,158.25	291-4-7000-4404
<b>291</b>						
68982	1	REPAIR SQUAD #629 - LMC CLAIM C	Invoice	02/25/2026	5,216.39	291-4-7000-4404
Total 16050 DEANO'S COLLISION SPEC INC:					31,374.64	
<b>DISTINCTIVE WINDOW CLEANING</b>						
<b>603</b>						
11305813	1	EXTERIOR WINDOW CLNG-NB	Invoice	02/23/2026	113.27	603-4-9112-4404
<b>603</b>						
11305813	2	EXTERIOR WINDOW CLNG-WB	Invoice	02/23/2026	114.36	603-4-9152-4404
Total 16448 DISTINCTIVE WINDOW CLEANING:					227.63	
<b>E C M PUBLISHERS INC</b>						
<b>101</b>						
1088436	1	CITY INITIATED ORDINANCE 26-04	Invoice	02/21/2026	260.00	101-4-1510-4359
<b>101</b>						
1089477	1	JOB AD ACCOUNTANT	Invoice	02/28/2026	66.40	101-4-1310-4201
Total 17000 E C M PUBLISHERS INC:					326.40	
<b>EDWIN PELARSKI</b>						
<b>101</b>						
2-26-26 UNIF	1	UNIFORM ALLOWANCE-PELARSKI	Invoice	02/26/2026	387.44	101-4-1600-4217
<b>101</b>						
3/3/26 BOOTS	1	SAFETY BOOTS - PELARSKI	Invoice	02/26/2026	199.98	101-4-1600-4217
Total 29379 EDWIN PELARSKI:					587.42	
<b>ELK RIVER MUNICIPAL UTILITIES</b>						
<b>101</b>						
2-25-26 ERMU	1	WATER/ELECTRIC	Invoice	02/25/2026	522.73	101-4-5110-4389
<b>603</b>						
2-25-26 ERMU	2	WATER/ELECTRIC	Invoice	02/25/2026	1,808.09	603-4-9112-4389
<b>602</b>						
2-25-26 ERMU	3	ELECTRIC	Invoice	02/25/2026	745.88	602-4-9050-4389
<b>101</b>						
2-25-26 ERMU	4	ELECTRIC	Invoice	02/25/2026	174.08	101-4-2330-4389
<b>101</b>						
2-25-26 ERMU	5	ELECTRIC	Invoice	02/25/2026	1,281.58	101-4-2310-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					4,532.36	
<b>FASTENAL COMPANY</b>						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>101</b>						
MNELK145815	1	SUPPLIES - VENDING	Invoice	02/27/2026	37.34	101-4-3120-4219
<b>101</b>						
MNELK145815	2	SUPPLIES - VENDING	Invoice	02/27/2026	72.62	101-4-5110-4219
Total 18453 FASTENAL COMPANY:					109.96	
<b>FUTURE PLUS BATTERIES</b>						
<b>221</b>						
P89910636	1	TRAIN HORN BATTERY	Invoice	02/24/2026	47.95	221-4-5400-4219
Total 11835 FUTURE PLUS BATTERIES:					47.95	
<b>GESTALT ENGINEERING LLC</b>						
<b>228</b>						
1328	1	LANDFILL ASSIST - FEB	Invoice	03/01/2026	770.00	228-4-7000-4319
Total 14099 GESTALT ENGINEERING LLC:					770.00	
<b>GRANITE CITY JOBBING CO</b>						
<b>603</b>						
510970	1	POP/MISC	Invoice	02/27/2026	657.22	603-4-9111-4255
<b>603</b>						
510970	2	SUPPLIES	Invoice	02/27/2026	32.57	603-4-9112-4219
<b>603</b>						
510970	3	FREIGHT	Invoice	02/27/2026	5.00	603-4-9111-4332
<b>603</b>						
510973	1	POP/MISC	Invoice	02/27/2026	346.18	603-4-9151-4255
<b>603</b>						
510973	2	SUPPLIES	Invoice	02/27/2026	56.34	603-4-9152-4219
<b>603</b>						
510973	3	FREIGHT	Invoice	02/27/2026	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					1,102.31	
<b>GREGORY BRANT</b>						
<b>290</b>						
3-03-26 REFUND	1	REFUND COMPOST CARD - BRANT,	Invoice	03/03/2026	25.00	290-3-9220-3474
Total 52588 GREGORY BRANT:					25.00	
<b>HELLO! BOOKING INC</b>						
<b>101</b>						
2/11/2026 DEP	1	DEPOSIT-RIVERFRONT-CHURCH OF	Invoice	02/12/2026	1,000.00	101-4-5220-4409
Total 11607 HELLO! BOOKING INC:					1,000.00	
<b>HOME DEPOT CREDIT SERVICES</b>						
<b>101</b>						
3616332	1	SUPPLIES - STAPLER	Invoice	03/04/2026	372.98	101-4-5110-4219
<b>602</b>						
6515673	1	SUPPLIES	Invoice	02/19/2026	24.61	602-4-9020-4219
<b>101</b>						
WK16426131	1	SUPPLIES-LADDER	Invoice	02/19/2026	268.62	101-4-3150-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					666.21	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>JOHNSON BROS LIQUOR</b>						
1002571	1	LIQUOR	Invoice	03/04/2026	7,218.63	603-4-9111-4251
<b>603</b>						
1002571	2	FREIGHT	Invoice	03/04/2026	66.13	603-4-9111-4332
<b>603</b>						
1002572	1	WINE	Invoice	03/04/2026	1,245.00	603-4-9111-4253
<b>603</b>						
1002572	2	FREIGHT	Invoice	03/04/2026	27.84	603-4-9111-4332
<b>603</b>						
1002573	1	POP/MISC	Invoice	03/04/2026	52.00	603-4-9111-4255
<b>603</b>						
1002573	2	FREIGHT	Invoice	03/04/2026	1.74	603-4-9111-4332
<b>603</b>						
1002574	1	LIQUOR	Invoice	03/04/2026	170.00	603-4-9151-4251
<b>603</b>						
1002574	2	FREIGHT	Invoice	03/04/2026	2.32	603-4-9151-4332
<b>603</b>						
1002575	1	LIQUOR	Invoice	03/04/2026	5,599.31	603-4-9111-4251
<b>603</b>						
1002575	2	FREIGHT	Invoice	03/04/2026	42.35	603-4-9111-4332
<b>603</b>						
1002576	1	LIQUOR	Invoice	03/04/2026	1,635.96	603-4-9151-4251
<b>603</b>						
1002576	2	FREIGHT	Invoice	03/04/2026	19.44	603-4-9151-4332
<b>603</b>						
1002577	1	WINE	Invoice	03/04/2026	520.00	603-4-9151-4253
<b>603</b>						
1002577	2	FREIGHT	Invoice	03/04/2026	19.14	603-4-9151-4332
<b>603</b>						
1002578	1	LIQUOR	Invoice	03/04/2026	4,940.96	603-4-9151-4251
<b>603</b>						
1002578	2	FREIGHT	Invoice	03/04/2026	45.83	603-4-9151-4332
<b>603</b>						
2997522	1	LIQUOR	Invoice	02/25/2026	17,622.43	603-4-9111-4251
<b>603</b>						
2997522	2	FREIGHT	Invoice	02/25/2026	252.45	603-4-9111-4332
<b>603</b>						
2997523	1	WINE	Invoice	02/25/2026	2,428.00	603-4-9111-4253
<b>603</b>						
2997523	2	FREIGHT	Invoice	02/25/2026	40.02	603-4-9111-4332
<b>603</b>						
2997524	1	POP/MISC	Invoice	02/25/2026	40.00	603-4-9111-4255
<b>603</b>						
2997524	2	FREIGHT	Invoice	02/25/2026	1.74	603-4-9111-4332
<b>603</b>						
2997525	1	WINE	Invoice	02/25/2026	88.00	603-4-9151-4253
<b>603</b>						
2997525	2	FREIGHT	Invoice	02/25/2026	5.22	603-4-9151-4332
<b>603</b>						
2997526	1	LIQUOR	Invoice	02/25/2026	3,079.26	603-4-9111-4251
<b>603</b>						
2997526	2	FREIGHT	Invoice	02/25/2026	27.84	603-4-9111-4332
<b>603</b>						
2997527	1	LIQUOR	Invoice	02/25/2026	4,259.49	603-4-9151-4251
<b>603</b>						
2997527	2	FREIGHT	Invoice	02/25/2026	87.15	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
2997528	1	WINE	Invoice	02/25/2026	112.00	603-4-9151-4253
<b>603</b>						
2997528	2	FREIGHT	Invoice	02/25/2026	3.48	603-4-9151-4332
<b>603</b>						
2997529	1	POP/MISC	Invoice	02/25/2026	48.00	603-4-9151-4255
<b>603</b>						
2997529	2	FREIGHT	Invoice	02/25/2026	1.74	603-4-9151-4332
<b>603</b>						
2997530	1	LIQUOR	Invoice	02/25/2026	4,362.38	603-4-9151-4251
<b>603</b>						
2997530	2	FREIGHT	Invoice	02/25/2026	52.51	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					<u>54,118.36</u>	
<b>JON A POJAR</b>						
<b>221</b>						
33126	1	BEVERAGE SALES - FEB	Invoice	03/05/2026	431.00	221-4-5430-4440
Total 52263 JON A POJAR:					<u>431.00</u>	
<b>JUNKYARD BREWING COMPANY</b>						
<b>603</b>						
9073	1	BEER	Invoice	02/24/2026	288.00	603-4-9151-4252
<b>603</b>						
9073	2	THC PRODUCTS	Invoice	02/24/2026	168.00	603-4-9151-4256
Total 14086 JUNKYARD BREWING COMPANY:					<u>456.00</u>	
<b>KODEX, INC</b>						
<b>101</b>						
KCMDR4SN-0001	1	SUBPOENA FEES - 26002112	Invoice	03/02/2026	50.00	101-4-2130-4319
Total 52464 KODEX, INC:					<u>50.00</u>	
<b>KRISS PREMIUM PRODUCTS, INC</b>						
<b>221</b>						
199483	1	WATER TREATMENT CHEMICALS &	Invoice	03/01/2026	281.50	221-4-5400-4219
Total 23297 KRISS PREMIUM PRODUCTS, INC:					<u>281.50</u>	
<b>LEAGUE OF MN CITIES INS TRUST</b>						
<b>291</b>						
25857	1	WORK COMP DEDUCTIBLE BILLING	Invoice	03/01/2026	250.00	291-4-7000-4109
Total 23800 LEAGUE OF MN CITIES INS TRUST:					<u>250.00</u>	
<b>101</b>						
WC 4-2026	1	WC INS - APR/JUN 2026	Invoice	03/04/2026	23.00	101-4-1110-4109
<b>101</b>						
WC 4-2026	2	WC INS - APR/JUN 2026	Invoice	03/04/2026	345.00	101-4-1120-4109
<b>101</b>						
WC 4-2026	3	WC INS - APR/JUN 2026	Invoice	03/04/2026	529.00	101-4-1210-4109
<b>101</b>						
WC 4-2026	4	WC INS - APR/JUN 2026	Invoice	03/04/2026	258.00	101-4-1220-4109
<b>101</b>						
WC 4-2026	5	WC INS - APR/JUN 2026	Invoice	03/04/2026	644.00	101-4-1310-4109

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>101</b>						
WC 4-2026	6	WC INS - APR/JUN 2026	Invoice	03/04/2026	332.00	101-4-1350-4109
<b>101</b>						
WC 4-2026	7	WC INS - APR/JUN 2026	Invoice	03/04/2026	440.00	101-4-1510-4109
<b>101</b>						
WC 4-2026	8	WC INS - APR/JUN 2026	Invoice	03/04/2026	5,962.00	101-4-1600-4109
<b>101</b>						
WC 4-2026	9	WC INS - APR/JUN 2026	Invoice	03/04/2026	75,278.00	101-4-2110-4109
<b>101</b>						
WC 4-2026	10	WC INS - APR/JUN 2026	Invoice	03/04/2026	9,966.00	101-4-2310-4109
<b>101</b>						
WC 4-2026	11	WC INS - APR/JUN 2026	Invoice	03/04/2026	12,990.00	101-4-2320-4109
<b>101</b>						
WC 4-2026	12	WC INS - APR/JUN 2026	Invoice	03/04/2026	719.00	101-4-2410-4109
<b>101</b>						
WC 4-2026	13	WC INS - APR/JUN 2026	Invoice	03/04/2026	191.00	101-4-2420-4109
<b>101</b>						
WC 4-2026	14	WC INS - APR/JUN 2026	Invoice	03/04/2026	166.00	101-4-2440-4109
<b>101</b>						
WC 4-2026	15	WC INS - APR/JUN 2026	Invoice	03/04/2026	6,366.00	101-4-3120-4109
<b>101</b>						
WC 4-2026	16	WC INS - APR/JUN 2026	Invoice	03/04/2026	2,103.00	101-4-3130-4109
<b>101</b>						
WC 4-2026	17	WC INS - APR/JUN 2026	Invoice	03/04/2026	2,952.00	101-4-3150-4109
<b>101</b>						
WC 4-2026	18	WC INS - APR/JUN 2026	Invoice	03/04/2026	533.00	101-4-3300-4109
<b>101</b>						
WC 4-2026	19	WC INS - APR/JUN 2026	Invoice	03/04/2026	11,095.00	101-4-5110-4109
<b>101</b>						
WC 4-2026	20	WC INS - APR/JUN 2026	Invoice	03/04/2026	934.00	101-4-5210-4109
<b>101</b>						
WC 4-2026	21	WC INS - APR/JUN 2026	Invoice	03/04/2026	136.00	101-4-5510-4109
<b>101</b>						
WC 4-2026	22	WC INS - APR/JUN 2026 HRA	Invoice	03/04/2026	87.00	101-4-6210-4109
<b>101</b>						
WC 4-2026	23	WC INS - APR/JUN 2026 EDA	Invoice	03/04/2026	142.00	101-4-6210-4109
<b>221</b>						
WC 4-2026	24	WC INS - APR/JUN 2026	Invoice	03/04/2026	2,631.00	221-4-5400-4109
<b>602</b>						
WC 4-2026	25	WC INS - APR/JUN 2026	Invoice	03/04/2026	3,872.00	602-4-9010-4109
<b>603</b>						
WC 4-2026	26	WC INS - APR/JUN 2026	Invoice	03/04/2026	2,784.00	603-4-9112-4109
<b>603</b>						
WC 4-2026	27	WC INS - APR/JUN 2026	Invoice	03/04/2026	2,052.00	603-4-9152-4109
Total 23805 LEAGUE OF MN CITIES INS TRUST:					<u>143,530.00</u>	
<b>MACQUEEN EQUIPMENT LLC</b>						
<b>101</b>						
P62334	1	REFUND - COMPRESSOR REPAIRS	Invoice	02/11/2026	187.36	101-4-2320-4404
<b>101</b>						
P63090	1	SCBA PACK 3 REPAIR/FLOW TEST	Invoice	02/25/2026	863.82	101-4-2320-4404
Total 24576 MACQUEEN EQUIPMENT LLC:					<u>676.46</u>	
<b>MACQUEEN EQUIPMENT, LLC</b>						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>101</b>						
P70596	1	PARTS #309	Invoice	03/03/2026	2,326.65	101-4-3120-4221
Total 24575 MACQUEEN EQUIPMENT, LLC:					<u>2,326.65</u>	
<b>MARCO HOLDINGS LLC</b>						
<b>101</b>						
INV14933517	1	O365 SUBSCRIPTION	Invoice	02/24/2026	6,047.78	101-4-1350-4404
<b>101</b>						
INV14939347	1	E GOLD FAX	Invoice	02/25/2026	815.88	101-4-1350-4404
<b>101</b>						
INV14943844	1	MARCO SUPPORT	Invoice	02/26/2026	110.25	101-4-1350-4319
<b>101</b>						
INV14944592	1	SUPPORT - PLANNINGSP	Invoice	02/26/2026	1,380.00	101-4-1350-4319
<b>101</b>						
INV14944681	1	MARCO SUPPORT	Invoice	02/26/2026	240.00	101-4-1350-4319
<b>101</b>						
INV14947193	1	SUPPORT - PLANNINGSP	Invoice	02/27/2026	60.00	101-4-1350-4319
<b>101</b>						
INV14950060	1	SUPPORT - SIMPLIVITY	Invoice	02/27/2026	360.00	101-4-1350-4319
Total 24714 MARCO HOLDINGS LLC:					<u>9,013.91</u>	
<b>MAVERICK BEVERAGE CO MN LLC</b>						
<b>603</b>						
INV1715806	1	LIQUOR	Invoice	02/26/2026	459.00	603-4-9111-4251
<b>603</b>						
INV1715806	2	WINE	Invoice	02/26/2026	552.00	603-4-9111-4253
<b>603</b>						
INV1715806	3	FREIGHT	Invoice	02/26/2026	28.00	603-4-9111-4332
<b>603</b>						
INV1715832	1	WINE	Invoice	02/26/2026	284.04	603-4-9151-4253
<b>603</b>						
INV1715832	2	LIQUOR	Invoice	02/26/2026	120.00	603-4-9151-4251
<b>603</b>						
INV1715832	3	FREIGHT	Invoice	02/26/2026	14.00	603-4-9151-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					<u>1,457.04</u>	
<b>MN DEPT OF LABOR &amp; INDUSTRY</b>						
<b>101</b>						
FEB 2026 BP	1	BP SURCHARGE FEB 2026 CONF #F	Invoice	03/03/2026	3,872.49	101-3-0000-3233
Total 26180 MN DEPT OF LABOR & INDUSTRY:					<u>3,872.49</u>	
<b>MN POLLUTION CONTROL AGENCY</b>						
<b>602</b>						
57923888 AMES	1	CLASS A LICENSE - AMES	Invoice	03/02/2026	45.00	602-4-9020-4437
Total 26545 MN POLLUTION CONTROL AGENCY:					<u>45.00</u>	
<b>MR CUTTING EDGE</b>						
<b>221</b>						
8085	1	ZAMBONI BLADE SHARPENING	Invoice	02/28/2026	262.00	221-4-5400-4401
Total 13984 MR CUTTING EDGE:					<u>262.00</u>	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>N C S I</b>						
<b>221</b>						
66823	1	BACKGROUND CHECKS-BREAKAWA	Invoice	03/01/2026	795.50	221-4-5410-4409
Total 27519 N C S I:					<u>795.50</u>	
<b>NAPA OF ELK RIVER, LLC</b>						
<b>101</b>						
330264	1	SUPPLIES ERMU	Invoice	02/25/2026	214.77	101-4-3150-4221
<b>101</b>						
330397	1	PARTS - SWEEPERS	Invoice	02/26/2026	251.38	101-4-3120-4219
<b>101</b>						
330595	1	SUPPLIES	Invoice	02/27/2026	16.56	101-4-1600-4219
<b>101</b>						
330922	1	PARTS #708	Invoice	03/03/2026	32.55	101-4-5110-4221
Total 52338 NAPA OF ELK RIVER, LLC:					<u>515.26</u>	
<b>NATALIE ANDERSON</b>						
<b>101</b>						
2-24-26 REIMB	1	REIMB MILEAGE - FEB WORKSHOP	Invoice	02/24/2026	44.08	101-4-5510-4331
Total 10109 NATALIE ANDERSON:					<u>44.08</u>	
<b>NUSS TRUCK &amp; EQUIPMENT</b>						
<b>410</b>						
ESA003061-1	1	NEW PLOW TRUCK #243 - 54802	Invoice	02/26/2026	177,409.71	410-4-3120-4560
<b>101</b>						
PSO284640-1	1	PARTS #235	Invoice	03/03/2026	303.86	101-4-3120-4221
Total 10561 NUSS TRUCK & EQUIPMENT:					<u>177,713.57</u>	
<b>OLD WORLD BEER LLC</b>						
<b>603</b>						
16756	1	BEER	Invoice	03/02/2026	120.00	603-4-9111-4252
<b>603</b>						
16756	2	WINE	Invoice	03/02/2026	270.00	603-4-9111-4253
<b>603</b>						
16757	1	WINE	Invoice	03/02/2026	153.00	603-4-9151-4253
Total 52501 OLD WORLD BEER LLC:					<u>543.00</u>	
<b>OXYGEN SERVICE CO, INC</b>						
<b>101</b>						
3644926	1	CYLINDER RENTALS	Invoice	02/28/2026	193.78	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					<u>193.78</u>	
<b>PERFECTION PLUS, INC.</b>						
<b>101</b>						
316355	1	CLEANING SVCS - TROTT BROOK B	Invoice	03/01/2026	60.00	101-4-5210-4401
<b>211</b>						
316356	1	MONTHLY CONTRACT CLEANING - P	Invoice	03/01/2026	2,490.00	211-4-5600-4405
Total 12651 PERFECTION PLUS, INC.:					<u>2,550.00</u>	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>PHILLIPS WINE &amp; SPIRITS CO</b>						
<b>603</b>						
5132247	1	WINE	Invoice	02/25/2026	88.00	603-4-9111-4253
<b>603</b>						
5132247	2	FREIGHT	Invoice	02/25/2026	3.48	603-4-9111-4332
<b>603</b>						
5132248	1	WINE	Invoice	02/25/2026	88.00	603-4-9151-4253
<b>603</b>						
5132248	2	FREIGHT	Invoice	02/25/2026	3.48	603-4-9151-4332
<b>603</b>						
5134104	1	LIQUOR	Invoice	02/27/2026	1,258.85	603-4-9111-4251
<b>603</b>						
5134104	2	FREIGHT	Invoice	02/27/2026	12.18	603-4-9111-4332
<b>603</b>						
5134105	1	WINE	Invoice	02/27/2026	889.50	603-4-9111-4253
<b>603</b>						
5134105	2	FREIGHT	Invoice	02/27/2026	45.24	603-4-9111-4332
<b>603</b>						
5134106	1	LIQUOR	Invoice	02/27/2026	141.75	603-4-9151-4251
<b>603</b>						
5134106	2	FREIGHT	Invoice	02/27/2026	5.22	603-4-9151-4332
<b>603</b>						
5134107	1	WINE	Invoice	02/27/2026	141.25	603-4-9151-4253
<b>603</b>						
5134107	2	FREIGHT	Invoice	02/27/2026	8.70	603-4-9151-4332
<b>603</b>						
5134108	1	LIQUOR	Invoice	02/27/2026	1,869.75	603-4-9151-4251
<b>603</b>						
5134108	2	FREIGHT	Invoice	02/27/2026	35.67	603-4-9151-4332
<b>603</b>						
5134109	1	WINE	Invoice	02/27/2026	2,047.00	603-4-9151-4253
<b>603</b>						
5134109	2	FREIGHT	Invoice	02/27/2026	30.45	603-4-9151-4332
<b>603</b>						
5135801	1	LIQUOR	Invoice	03/04/2026	2,558.70	603-4-9111-4251
<b>603</b>						
5135801	2	FREIGHT	Invoice	03/04/2026	57.42	603-4-9111-4332
<b>603</b>						
5135802	1	WINE	Invoice	03/04/2026	795.45	603-4-9111-4253
<b>603</b>						
5135802	2	FREIGHT	Invoice	03/04/2026	33.06	603-4-9111-4332
<b>603</b>						
5135803	1	POP/MISC	Invoice	03/04/2026	41.50	603-4-9111-4255
<b>603</b>						
5135803	2	FREIGHT	Invoice	03/04/2026	.50	603-4-9111-4332
<b>603</b>						
5135804	1	LIQUOR	Invoice	03/04/2026	47.25	603-4-9151-4251
<b>603</b>						
5135804	2	FREIGHT	Invoice	03/04/2026	1.74	603-4-9151-4332
<b>603</b>						
5135805	1	LIQUOR	Invoice	03/04/2026	1,439.13	603-4-9151-4251
<b>603</b>						
5135805	2	FREIGHT	Invoice	03/04/2026	26.10	603-4-9151-4332
<b>603</b>						
5135806	1	POP/MISC	Invoice	03/04/2026	147.75	603-4-9151-4255
<b>603</b>						
5135806	2	FREIGHT	Invoice	03/04/2026	5.22	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 29665 PHILLIPS WINE & SPIRITS CO:					11,822.34	
<b>PRECISE MRM LLC</b>						
<b>101</b>						
IN200-2011298	1	SUPPLIES	Invoice	02/23/2026	33.20	101-4-3130-4219
<b>101</b>						
IN200-2011400	1	RADIO SUPPLIES	Invoice	02/25/2026	175.49	101-4-3130-4219
<b>101</b>						
IN200-2011429	1	DATA PLAN 2 WAY RADIOS	Invoice	02/26/2026	456.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					664.69	
<b>QUALITY FLOW SYSTEMS INC</b>						
<b>602</b>						
50548	1	HWY 10 CHOPPER PUMP INSPECTI	Invoice	02/23/2026	837.60	602-4-9050-4404
Total 30500 QUALITY FLOW SYSTEMS INC:					837.60	
<b>RAFTERS BREWING LLC</b>						
<b>603</b>						
IN-8220	1	BEER	Invoice	02/24/2026	370.00	603-4-9151-4252
<b>603</b>						
IN-8224	1	BEER	Invoice	02/24/2026	376.00	603-4-9111-4252
Total 52504 RAFTERS BREWING LLC:					746.00	
<b>RALPHIE'S MINNOCO</b>						
<b>101</b>						
1189	1	FUEL - FIRE 1/8 & 2/10/26	Invoice	03/02/2026	21.40	101-4-2320-4212
Total 13175 RALPHIE'S MINNOCO:					21.40	
<b>RED FLINT SAND &amp; GRAVEL LLC</b>						
<b>602</b>						
INV173147	1	RED FLINT PALLETS	Invoice	02/26/2026	4,124.00	602-4-9020-4219
Total 11240 RED FLINT SAND & GRAVEL LLC:					4,124.00	
<b>REGION 5AA</b>						
<b>221</b>						
101 SECTION 5AA	1	2026 SECTION 5AA TICKETS	Invoice	02/27/2026	32,360.00	221-3-0000-3465
Total 15224 REGION 5AA:					32,360.00	
<b>REGION 8AA</b>						
<b>221</b>						
101 SECTION 5A	1	2026 SEC 5A FINAL TICKETS	Invoice	02/26/2026	15,690.00	221-3-0000-3465
Total 30931 REGION 8AA:					15,690.00	
<b>REPUBLIC SERVICES #899</b>						
<b>101</b>						
899-004948637	1	FEB COMM GARBAGE SVC	Invoice	02/28/2026	140.23	101-4-1600-4389
<b>101</b>						
899-004948637	2	FEB COMM GARBAGE SVC	Invoice	02/28/2026	179.10	101-4-2190-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>101</b>						
899-004948637	3	FEB COMM GARBAGE SVC	Invoice	02/28/2026	834.65	101-4-3120-4389
<b>603</b>						
899-004948637	4	FEB COMM GARBAGE SVC	Invoice	02/28/2026	132.12	603-4-9112-4389
<b>603</b>						
899-004948637	5	FEB COMM GARBAGE SVC	Invoice	02/28/2026	89.06	603-4-9152-4389
<b>602</b>						
899-004948637	6	FEB COMM GARBAGE SVC	Invoice	02/28/2026	148.66	602-4-9020-4389
<b>602</b>						
899-004948637	7	FEB COMM GARBAGE SVC	Invoice	02/28/2026	273.68	602-4-9020-4384
<b>101</b>						
899-004948637	8	FEB COMM GARBAGE SVC	Invoice	02/28/2026	184.84	101-4-2310-4389
<b>101</b>						
899-004948637	9	FEB COMM GARBAGE SVC FS 3	Invoice	02/28/2026	141.78	101-4-2310-4389
<b>221</b>						
899-004948637	10	FEB COMM GARBAGE SVC	Invoice	02/28/2026	883.29	221-4-5400-4389
<b>228</b>						
899-004948637	11	FEB COMM GARBAGE SVC	Invoice	02/28/2026	288.25	228-4-7000-4389
<b>101</b>						
899-004948637	12	FEB COMM GARBAGE SVC	Invoice	02/28/2026	490.05	101-4-5110-4389
<b>211</b>						
899-004948637	13	FEB COMM GARBAGE SVC	Invoice	02/28/2026	64.47	211-4-5600-4389
<b>101</b>						
899-004949012	1	GARBAGE SVC - RIVERS EDGE	Invoice	02/28/2026	247.68	101-4-5110-4389
<b>605</b>						
899-004949633	1	RESIDENTIAL GARBAGE SVC	Invoice	02/28/2026	105,617.90	605-4-9210-4409
Total 10407 REPUBLIC SERVICES #899:					<u>109,715.76</u>	
<b>ROBERT M BRUBAKER</b>						
<b>101</b>						
3-18-26 MICHAEL	1	IRISH IN MN PRESENTATION 3/18/26	Invoice	02/19/2026	100.00	101-4-5510-4409
Total 52577 ROBERT M BRUBAKER:					<u>100.00</u>	
<b>SERVICE LIGHTING &amp; ELECTRICAL SUPPLIES</b>						
<b>101</b>						
INV1059167	1	SUPPLIES - LIGHT BULBS	Invoice	03/03/2026	406.94	101-4-1600-4219
Total 13973 SERVICE LIGHTING & ELECTRICAL SUPPLIES:					<u>406.94</u>	
<b>SHERWIN-WILLIAMS</b>						
<b>211</b>						
76225145960226	1	SUPPLIES - PAINT	Invoice	02/25/2026	65.94	211-4-5600-4219
<b>211</b>						
76613145960226	1	SUPPLIES - PAINT	Invoice	02/26/2026	33.82	211-4-5600-4219
Total 32280 SHERWIN-WILLIAMS:					<u>99.76</u>	
<b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF MN</b>						
<b>603</b>						
2729388	1	LIQUOR	Invoice	02/26/2026	13,035.79	603-4-9151-4251
<b>603</b>						
2729388	2	FREIGHT	Invoice	02/26/2026	201.39	603-4-9151-4332
<b>603</b>						
2729389	1	WINE	Invoice	02/26/2026	481.16	603-4-9151-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
2729389	2	FREIGHT	Invoice	02/26/2026	10.24	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					<u>13,728.58</u>	
<b>603</b>						
2729386	1	LIQUOR	Invoice	02/26/2026	16,979.60	603-4-9111-4251
<b>603</b>						
2729386	2	FREIGHT	Invoice	02/26/2026	215.21	603-4-9111-4332
<b>603</b>						
2729387	1	WINE	Invoice	02/26/2026	1,815.44	603-4-9111-4253
<b>603</b>						
2729387	2	FREIGHT	Invoice	02/26/2026	39.17	603-4-9111-4332
<b>603</b>						
5137372	1	LIQUOR	Invoice	02/27/2026	269.96	603-4-9111-4251
<b>603</b>						
5137372	2	FREIGHT	Invoice	02/27/2026	1.25	603-4-9111-4332
<b>603</b>						
5137373	1	FREIGHT	Invoice	02/27/2026	5.00	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					<u>19,325.63</u>	
<b>STAPLES BUSINESS ADVANTAGE</b>						
<b>101</b>						
7008946302	1	SUPPLIES	Invoice	02/28/2026	26.69	101-4-6210-4440
<b>603</b>						
7008946302	2	SUPPLIES	Invoice	02/28/2026	52.98	603-4-9112-4219
<b>101</b>						
7008946302	3	SUPPLIES	Invoice	02/28/2026	33.37	101-4-5210-4219
<b>101</b>						
7008946302	4	SUPPLIES	Invoice	02/28/2026	16.68	101-4-3300-4201
<b>101</b>						
7008946302	5	SUPPLIES	Invoice	02/28/2026	6.68	101-4-2440-4219
<b>101</b>						
7008946302	6	SUPPLIES	Invoice	02/28/2026	50.05	101-4-2410-4201
<b>101</b>						
7008946302	7	SUPPLIES	Invoice	02/28/2026	79.16	101-4-1600-4219
<b>101</b>						
7008946302	8	SUPPLIES	Invoice	02/28/2026	50.05	101-4-1510-4201
<b>101</b>						
7008946302	9	SUPPLIES	Invoice	02/28/2026	87.39	101-4-1310-4201
<b>101</b>						
7008946302	10	SUPPLIES	Invoice	02/28/2026	33.37	101-4-1220-4201
<b>101</b>						
7008946302	11	SUPPLIES	Invoice	02/28/2026	66.74	101-4-1210-4201
<b>101</b>						
7008946302	12	SUPPLIES	Invoice	02/28/2026	16.68	101-4-1120-4201
Total 33059 STAPLES BUSINESS ADVANTAGE:					<u>519.84</u>	
<b>STATE INDUSTRIAL PRODUCTS</b>						
<b>602</b>						
904102358	1	DEGREASER CLEANER	Invoice	02/18/2026	249.00	602-4-9020-4219
Total 52591 STATE INDUSTRIAL PRODUCTS:					<u>249.00</u>	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>STEP SAVER INC</b>						
<b>101</b>						
192738	1	BULK SALT - POLICE DEPARTMENT	Invoice	02/25/2026	130.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					130.50	
<b>STREICHER'S</b>						
<b>101</b>						
11810281	1	TRIJICON RMR SIGHTS	Invoice	02/12/2026	2,307.00	101-4-2120-4219
<b>101</b>						
11813061	1	UNIFORMS - ADAMS INITIAL ISSUE	Invoice	02/27/2026	3,452.57	101-4-2120-4217
<b>101</b>						
11813075	1	ARMOUR SUPPLIES	Invoice	02/27/2026	132.50	101-4-2120-4219
Total 33300 STREICHER'S:					5,892.07	
<b>SUMMER LAKES BEVERAGE LLC</b>						
<b>603</b>						
11837	1	POP/MISC	Invoice	03/05/2026	478.50	603-4-9111-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					478.50	
<b>SYSCO MINNESOTA INC</b>						
<b>221</b>						
647438139	1	CONCESSIONS/CATERING SUPPLIE	Invoice	02/26/2026	89.98	221-4-5430-4219
<b>221</b>						
647438139	2	CATERING/CONCESSIONS FOOD &	Invoice	02/26/2026	1,957.21	221-4-5430-4259
<b>221</b>						
647453581	1	CATERING/CONCESSIONS FOOD	Invoice	03/05/2026	335.28	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					2,382.47	
<b>TACTICAL ADVANTAGE, LLC</b>						
<b>101</b>						
2026-0010	1	GLOCK 47 FIREARM PURCHASE	Invoice	02/26/2026	448.00	101-4-2120-4219
Total 13567 TACTICAL ADVANTAGE, LLC:					448.00	
<b>TAHO SPORTSWEAR, INC.</b>						
<b>101</b>						
26T00858	1	SEASONAL STAFF SHIRTS	Invoice	02/25/2026	576.60	101-4-5220-4219
<b>101</b>						
26T00859	1	UNIFORMS - FARMERS MARKET	Invoice	02/27/2026	214.00	101-4-5230-4219
Total 33816 TAHO SPORTSWEAR, INC.:					790.60	
<b>THE AMERICAN BOTTLING CO</b>						
<b>603</b>						
4847908649	1	POP/MISC	Invoice	02/23/2026	427.38	603-4-9111-4255
Total 10415 THE AMERICAN BOTTLING CO:					427.38	
<b>THE GREGORY GROUP INC</b>						
<b>603</b>						
91203A	1	PREPARE EASEMENT - COBORNS L	Invoice	02/10/2026	450.00	603-4-9112-4319

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52502 THE GREGORY GROUP INC:					450.00	
<b>TOWMASTER</b>						
<b>101</b>						
90005500	1	PARTS #731	Invoice	02/26/2026	483.33	101-4-5110-4221
Total 10237 TOWMASTER:					483.33	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>						
<b>101</b>						
556261-202602-1	1	ONLINE INVESTIGATIVE SVCS	Invoice	03/01/2026	110.00	101-4-2130-4433
Total 12665 TRANSUNION RISK & ALTERNATIVE:					110.00	
<b>TWIN CITIES DOTS &amp; POP LLC</b>						
<b>221</b>						
1260228977	1	CONCESSIONS - ICE CREAM	Invoice	02/27/2026	324.00	221-4-5430-4259
Total 13411 TWIN CITIES DOTS & POP LLC:					324.00	
<b>URBAN GROWLER BREWING COMPANY, LLC</b>						
<b>603</b>						
E-42345	1	BEER	Invoice	02/27/2026	374.50	603-4-9111-4252
Total 52364 URBAN GROWLER BREWING COMPANY, LLC:					374.50	
<b>UTILITY CONSULTANTS, INC</b>						
<b>602</b>						
126962	1	SAMPLE TESTING	Invoice	02/26/2026	2,272.77	602-4-9020-4319
Total 35571 UTILITY CONSULTANTS, INC:					2,272.77	
<b>VESTIS GROUP INC</b>						
<b>221</b>						
250021072	1	EVENT LINENS	Invoice	02/26/2026	52.60	221-4-5430-4259
<b>221</b>						
2500921608	1	CONCESSIONS - MOPS/LINENS	Invoice	02/26/2026	27.86	221-4-5430-4219
<b>221</b>						
2500927417	1	CONCESSIONS - LINENS	Invoice	03/05/2026	27.86	221-4-5430-4219
<b>221</b>						
2500927418	1	LOBBY RUGS	Invoice	03/05/2026	21.56	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					129.88	
<b>VIKING COCA-COLA CO</b>						
<b>603</b>						
3870158	1	POP/MISC	Invoice	02/27/2026	589.55	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					589.55	
<b>VINOCOPIA</b>						
<b>603</b>						
390534-IN	1	LIQUOR	Invoice	02/25/2026	218.25	603-4-9151-4251
<b>603</b>						
390534-IN	2	WINE	Invoice	02/25/2026	208.00	603-4-9151-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>603</b>						
390534-IN	3	FREIGHT	Invoice	02/25/2026	10.00	603-4-9151-4332
<b>603</b>						
390535-IN	1	LIQUOR	Invoice	02/25/2026	592.87	603-4-9111-4251
<b>603</b>						
390535-IN	2	WINE	Invoice	02/25/2026	1,484.67	603-4-9111-4253
<b>603</b>						
390535-IN	3	FREIGHT	Invoice	02/25/2026	24.00	603-4-9111-4332
<b>603</b>						
390651-IN	1	WINE	Invoice	02/27/2026	147.33	603-4-9111-4253
<b>603</b>						
390764-IN	1	LIQUOR	Invoice	03/03/2026	92.00	603-4-9151-4251
Total 35763 VINOCOPIA:					<u>2,777.12</u>	
<b>WELLINGTON SECURITY SYSTEMS</b>						
<b>603</b>						
219945	1	BURGLARY MONITORING-NB	Invoice	03/01/2026	317.21	603-4-9112-4404
Total 36198 WELLINGTON SECURITY SYSTEMS:					<u>317.21</u>	
<b>WINE MERCHANTS</b>						
<b>603</b>						
7555021	1	WINE	Invoice	02/25/2026	112.00	603-4-9111-4253
<b>603</b>						
7555021	2	FREIGHT	Invoice	02/25/2026	1.74	603-4-9111-4332
<b>603</b>						
7555022	1	WINE	Invoice	02/25/2026	232.00	603-4-9151-4253
<b>603</b>						
7555022	2	FREIGHT	Invoice	02/25/2026	1.74	603-4-9151-4332
<b>603</b>						
7555023	1	WINE	Invoice	02/25/2026	112.00	603-4-9151-4253
<b>603</b>						
7555023	2	FREIGHT	Invoice	02/25/2026	5.37	603-4-9151-4332
<b>603</b>						
7556037	1	WINE	Invoice	03/04/2026	300.00	603-4-9111-4253
<b>603</b>						
7556037	2	FREIGHT	Invoice	03/04/2026	6.96	603-4-9111-4332
<b>603</b>						
7556038	1	WINE	Invoice	03/04/2026	112.00	603-4-9151-4253
<b>603</b>						
7556038	2	FREIGHT	Invoice	03/04/2026	1.74	603-4-9151-4332
Total 36425 WINE MERCHANTS:					<u>885.55</u>	
<b>WRUCK SEWER &amp; PORTABLE RENTAL</b>						
<b>101</b>						
132527	1	PORTABLE RENTALS	Invoice	03/03/2026	1,348.52	101-4-5110-4415
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					<u>1,348.52</u>	
<b>YALE MECHANICAL LLC</b>						
<b>101</b>						
282674	1	BOILER CLEANING AND REPAIRS	Invoice	02/26/2026	3,502.04	101-4-1600-4401
<b>101</b>						
282920	1	REPLACE GAS VALVE	Invoice	02/26/2026	522.00	101-4-3120-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
<b>101</b> 282959	1	BOILER PUMP REPAIRS	Invoice	02/28/2026	774.00	101-4-3120-4401
Total 36620 YALE MECHANICAL LLC:					<u>4,798.04</u>	
<b>ZIEGLER INC</b>						
<b>101</b> IN002313038	1	PARTS #700	Invoice	02/26/2026	17.29	101-4-5110-4221
<b>101</b> IN002314828	1	PARTS	Invoice	02/27/2026	274.38	101-4-3120-4221
<b>101</b> IN002314828	2	PARTS	Invoice	02/27/2026	274.38	101-4-5110-4221
Total 36900 ZIEGLER INC:					<u>566.05</u>	
Total :					<u>942,178.68</u>	
Grand Totals:					<u><u>942,178.68</u></u>	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-3-0000-3233	3,872.49	.00	3,872.49
101-4-1110-4109	23.00	.00	23.00
101-4-1120-4109	345.00	.00	345.00
101-4-1120-4201	17.99	.00	17.99
101-4-1120-4433	1,160.00	.00	1,160.00
101-4-1210-4109	529.00	.00	529.00
101-4-1210-4201	71.98	.00	71.98
101-4-1220-4109	258.00	.00	258.00
101-4-1220-4201	72.67	37.99-	34.68
101-4-1310-4109	644.00	.00	644.00
101-4-1310-4201	155.10	.00	155.10
101-4-1350-4109	332.00	.00	332.00
101-4-1350-4219	126.37	94.99-	31.38
101-4-1350-4319	2,150.25	.00	2,150.25
101-4-1350-4404	6,863.66	.00	6,863.66
101-4-1510-4109	440.00	.00	440.00
101-4-1510-4201	53.98	.00	53.98
101-4-1510-4359	260.00	.00	260.00
101-4-1600-4109	5,962.00	.00	5,962.00
101-4-1600-4217	587.42	.00	587.42
101-4-1600-4219	745.02	.00	745.02
101-4-1600-4389	140.23	.00	140.23
101-4-1600-4401	3,627.04	.00	3,627.04
101-4-2110-4109	75,278.00	.00	75,278.00
101-4-2110-4219	78.95	.00	78.95
101-4-2120-4217	3,452.57	.00	3,452.57
101-4-2120-4219	3,252.64	.00	3,252.64
101-4-2120-4221	781.08	.00	781.08
101-4-2120-4404	108,962.01	.00	108,962.01
101-4-2130-4319	50.00	.00	50.00
101-4-2130-4433	110.00	.00	110.00

## Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2150-4409	712.71	.00	712.71
101-4-2190-4219	1,271.94	.00	1,271.94
101-4-2190-4389	179.10	.00	179.10
101-4-2190-4401	130.00	.00	130.00
101-4-2310-4109	9,966.00	.00	9,966.00
101-4-2310-4219	165.12	.00	165.12
101-4-2310-4389	1,608.20	.00	1,608.20
101-4-2310-4401	52.50	.00	52.50
101-4-2320-4109	12,990.00	.00	12,990.00
101-4-2320-4212	21.40	.00	21.40
101-4-2320-4217	100.80	.00	100.80
101-4-2320-4219	113.17	.00	113.17
101-4-2320-4404	863.82	187.36-	676.46
101-4-2330-4389	174.08	.00	174.08
101-4-2410-4109	719.00	.00	719.00
101-4-2410-4201	52.41	.00	52.41
101-4-2420-4109	191.00	.00	191.00
101-4-2440-4109	166.00	.00	166.00
101-4-2440-4219	9.04	.00	9.04
101-4-3120-4109	6,366.00	.00	6,366.00
101-4-3120-4201	57.28	.00	57.28
101-4-3120-4219	342.64	.00	342.64
101-4-3120-4221	2,904.89	.00	2,904.89
101-4-3120-4389	1,591.91	.00	1,591.91
101-4-3120-4401	1,296.00	.00	1,296.00
101-4-3120-4404	356.94	.00	356.94
101-4-3130-4109	2,103.00	.00	2,103.00
101-4-3130-4219	38,448.63	.00	38,448.63
101-4-3150-4109	2,952.00	.00	2,952.00
101-4-3150-4219	462.40	.00	462.40
101-4-3150-4221	214.77	.00	214.77
101-4-3300-4109	533.00	.00	533.00
101-4-3300-4201	19.30	.00	19.30
101-4-5110-4109	11,095.00	.00	11,095.00
101-4-5110-4219	1,365.60	.00	1,365.60
101-4-5110-4221	807.55	.00	807.55
101-4-5110-4389	1,260.46	.00	1,260.46
101-4-5110-4415	1,348.52	.00	1,348.52
101-4-5210-4109	934.00	.00	934.00
101-4-5210-4219	46.40	.00	46.40
101-4-5210-4401	60.00	.00	60.00
101-4-5220-4219	576.60	.00	576.60
101-4-5220-4409	2,500.00	.00	2,500.00
101-4-5230-4219	214.00	.00	214.00
101-4-5510-4109	136.00	.00	136.00
101-4-5510-4219	526.93	.00	526.93
101-4-5510-4331	44.08	.00	44.08
101-4-5510-4409	140.00	.00	140.00
101-4-6210-4109	229.00	.00	229.00
101-4-6210-4440	29.31	.00	29.31
211-4-5600-4219	1,814.10	.00	1,814.10
211-4-5600-4389	64.47	.00	64.47
211-4-5600-4401	472.50	.00	472.50
211-4-5600-4405	2,490.00	.00	2,490.00
221-3-0000-3465	48,050.00	.00	48,050.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
221-4-5400-4109	2,631.00	.00	2,631.00
221-4-5400-4219	1,166.67	.00	1,166.67
221-4-5400-4389	883.29	.00	883.29
221-4-5400-4401	262.00	.00	262.00
221-4-5410-4219	1,248.00	.00	1,248.00
221-4-5410-4409	795.50	.00	795.50
221-4-5430-4219	145.70	.00	145.70
221-4-5430-4251	211.80	.00	211.80
221-4-5430-4252	160.10	.00	160.10
221-4-5430-4259	2,972.09	.00	2,972.09
221-4-5430-4440	431.00	.00	431.00
228-4-7000-4319	770.00	.00	770.00
228-4-7000-4389	288.25	.00	288.25
245-4-6210-4319	3,975.00	.00	3,975.00
290-3-9220-3474	25.00	.00	25.00
291-4-7000-4109	250.00	.00	250.00
291-4-7000-4404	31,374.64	.00	31,374.64
294-4-2220-4440	100.00	.00	100.00
410-4-3120-4560	177,409.71	.00	177,409.71
602-4-9010-4109	3,872.00	.00	3,872.00
602-4-9010-4321	97.08	.00	97.08
602-4-9020-4219	5,984.61	.00	5,984.61
602-4-9020-4319	2,272.77	.00	2,272.77
602-4-9020-4384	273.68	.00	273.68
602-4-9020-4389	148.66	.00	148.66
602-4-9020-4404	5,695.63	.00	5,695.63
602-4-9020-4417	159.29	.00	159.29
602-4-9020-4437	45.00	.00	45.00
602-4-9050-4389	745.88	.00	745.88
602-4-9050-4404	837.60	.00	837.60
603-4-9111-4251	62,427.29	236.88-	62,190.41
603-4-9111-4252	54,775.48	87.73-	54,687.75
603-4-9111-4253	13,176.99	.00	13,176.99
603-4-9111-4255	3,156.25	34.64-	3,121.61
603-4-9111-4256	1,985.64	.00	1,985.64
603-4-9111-4332	1,124.71	4.95-	1,119.76
603-4-9112-4109	2,784.00	.00	2,784.00
603-4-9112-4219	241.30	.00	241.30
603-4-9112-4319	450.00	.00	450.00
603-4-9112-4389	1,940.21	.00	1,940.21
603-4-9112-4404	510.52	.00	510.52
603-4-9151-4251	34,327.61	.00	34,327.61
603-4-9151-4252	22,305.25	.00	22,305.25
603-4-9151-4253	6,690.45	.00	6,690.45
603-4-9151-4255	641.25	.00	641.25
603-4-9151-4256	639.48	.00	639.48
603-4-9151-4332	716.44	.00	716.44
603-4-9152-4109	2,052.00	.00	2,052.00
603-4-9152-4219	84.18	.00	84.18
603-4-9152-4389	89.06	.00	89.06
603-4-9152-4404	153.24	.00	153.24
605-4-9210-4409	105,617.90	.00	105,617.90
Grand Totals:	942,863.22	684.54-	942,178.68

Summary by General Ledger Posting Period

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<u>GL Posting Period</u>	<u>Debit</u>	<u>Credit</u>	<u>Net</u>
12/25	3,975.00	.00	3,975.00
02/26	145,047.06	336.59-	144,710.47
03/26	793,841.16	347.95-	793,493.21
	<hr/>	<hr/>	<hr/>
Grand Totals:	942,863.22	684.54-	942,178.68
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
<b>131911</b>										
03/26	03/06/2026	131911	10138	A T & T MOBILITY	X02282026	101-4-2130-4433	.00	83.92	83.92	1
Total 131911:							.00	83.92	83.92	
<b>131912</b>										
03/26	03/06/2026	131912	10138	A T & T MOBILITY	X03032026	602-4-9010-4321	.00	4,485.67	4,485.67	1
Total 131912:							.00	4,485.67	4,485.67	
<b>131913</b>										
03/26	03/06/2026	131913	10477	AMERICAN PRESSURE, INC	157037	101-4-5110-4219	.00	196.68	196.68	1
Total 131913:							.00	196.68	196.68	
<b>131914</b>										
03/26	03/06/2026	131914	12390	BOUND TREE MEDICAL, LLC	86094359	101-4-2120-4219	.00	402.90	402.90	1
Total 131914:							.00	402.90	402.90	
<b>131915</b>										
03/26	03/06/2026	131915	13845	CENTERPOINT ENERGY	14577-3 JAN 2	603-4-9112-4389	.00	29,309.56	29,309.56	1
Total 131915:							.00	29,309.56	29,309.56	
<b>131916</b>										
03/26	03/06/2026	131916	52295	CNH ARCHITECTS LTD	3714	292-4-2310-4319	.00	29,332.40	29,332.40	1
Total 131916:							.00	29,332.40	29,332.40	
<b>131917</b>										
03/26	03/06/2026	131917	15573	CULLIGAN	101X4121280	602-4-9020-4219	.00	43.00	43.00	1
03/26	03/06/2026	131917	15573	CULLIGAN	101X4124910	602-4-9020-4219	.00	21.50	21.50	1
Total 131917:							.00	64.50	64.50	
<b>131918</b>										
03/26	03/06/2026	131918	22775	JOHNSON BROS LIQUOR	2995768	603-4-9111-4332	.00	5,205.00	5,205.00	1
03/26	03/06/2026	131918	22775	JOHNSON BROS LIQUOR	2995769	603-4-9111-4332	.00	57.42	57.42	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 131918:							.00		5,262.42	
<b>131919</b>										
03/26	03/06/2026	131919	12332	MARCO TECHNOLOGIES LLC	576405526	101-4-1350-4404	.00	3,708.19	3,708.19	1
Total 131919:							.00		3,708.19	
<b>131920</b>										
03/26	03/06/2026	131920	26725	MN STATE FIRE CHIEFS ASN	10672	101-4-2320-4331	.00	285.00	285.00	1
Total 131920:							.00		285.00	
<b>131921</b>										
03/26	03/06/2026	131921	13789	OCCUPATIONAL HEALTH CENTERS	104335704	101-4-2110-4319	.00	826.00	826.00	1
03/26	03/06/2026	131921	13789	OCCUPATIONAL HEALTH CENTERS	104352949	101-4-2310-4319	.00	1,543.00	1,543.00	1
Total 131921:							.00		2,369.00	
<b>131922</b>										
03/26	03/06/2026	131922	28937	O'REILLY AUTOMOTIVE, INC	22826	101-4-2320-4221	.00	804.24	804.24	1
Total 131922:							.00		804.24	
<b>131923</b>										
03/26	03/06/2026	131923	35560	US AUTOFORCE	INV001500036	101-4-3150-4221	.00	268.20	268.20	1
Total 131923:							.00		268.20	
<b>1009407</b>										
03/26	03/09/2026	1009407	14717	BLACKHAWK PEST CONTROL, LLC	52272	221-4-5400-4401	.00	125.00	125.00	1
Total 1009407:							.00		125.00	
<b>1009408</b>										
03/26	03/09/2026	1009408	14888	INFO-TECH RESEARCH GROUP	241603	101-4-1350-4331	.00	4,977.33	4,977.33	1
Total 1009408:							.00		4,977.33	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Grand Totals:							.00		81,675.01	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	.00	27,894.63-	27,894.63-
101-4-1110-4321	37.98	.00	37.98
101-4-1210-4321	38.73	.00	38.73
101-4-1350-4321	146.54	.00	146.54
101-4-1350-4331	4,977.33	.00	4,977.33
101-4-1350-4404	2,114.82	.00	2,114.82
101-4-1600-4321	215.93	.00	215.93
101-4-1600-4389	4,800.21	.00	4,800.21
101-4-2110-4319	826.00	.00	826.00
101-4-2110-4321	3,360.33	.00	3,360.33
101-4-2120-4219	402.90	.00	402.90
101-4-2120-4221	103.29	.00	103.29
101-4-2130-4433	45.94	.00	45.94
101-4-2190-4389	4,939.20	.00	4,939.20
101-4-2310-4319	1,543.00	.00	1,543.00
101-4-2310-4321	678.66	.00	678.66
101-4-2310-4389	2,329.91	.00	2,329.91
101-4-2320-4221	5.29	.00	5.29
101-4-2320-4331	285.00	.00	285.00
101-4-3120-4221	140.46	.00	140.46
101-4-3150-4221	630.61	.00	630.61
101-4-5110-4219	196.68	.00	196.68
101-4-5110-4221	75.82	.00	75.82
221-2020	.00	11,931.14-	11,931.14-
221-4-5400-4389	11,147.97	.00	11,147.97
221-4-5400-4401	125.00	.00	125.00
221-4-5400-4415	658.17	.00	658.17
292-2020	.00	29,332.40-	29,332.40-
292-4-2310-4319	29,332.40	.00	29,332.40
602-2020	.00	4,477.32-	4,477.32-
602-4-9010-4321	45.48	.00	45.48

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
602-4-9010-4404	510.02	.00	510.02
602-4-9020-4219	181.47	.00	181.47
602-4-9020-4389	3,740.35	.00	3,740.35
603-2020	.00	8,039.52-	8,039.52-
603-4-9111-4251	5,118.00	.00	5,118.00
603-4-9111-4253	55.68	.00	55.68
603-4-9111-4332	88.74	.00	88.74
603-4-9112-4389	1,294.92	.00	1,294.92
603-4-9112-4404	212.59	.00	212.59
603-4-9152-4389	1,057.00	.00	1,057.00
603-4-9152-4404	212.59	.00	212.59
Grand Totals:	<u>81,675.01</u>	<u>81,675.01-</u>	<u>.00</u>

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_



# Request for Action

**To**  
City Council

**Item Number**  
4.2

**Meeting Date**  
March 16, 2026

**Prepared By**  
Dawn Larson, Senior Administrative Assistant

**Item Description**  
Resolutions 26-19 and 26-20 Donations Received for Parks and Recreation

**Reviewed by**  
Joe Stremcha  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, Resolutions 26-19 and 26-20, acknowledging contributions donated to the city and with gratitude.

## Background/Discussion

The city is grateful to all civic groups, organizations, and individuals for their contributions to the community; and

The city received a \$315.00 donation from Woodland Trails Regional Park users with the intent it be used by Parks and Recreation Department for Woodland Trails Regional Park improvements.

The city received a \$1,500 donation from Zimmerman Relief Association with the intent it be used by Parks and Recreation Department for park equipment.

## Financial Impact

The donations will be added to the Park Improvement Fund with the restrictions detailed in the resolutions.

## Mission/Policy/Goal

Together we win.

## Attachments

1. RES 26-19 March 2026 Woodland Trails Donation Resolution
2. RES 26-20 2026 Zimmerman Relief Association Donation Resolution

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



**City of Elk River  
City Council  
Resolution 26-19**

**A Resolution of the City Council of the City of Elk River Acknowledging Contributions**

**WHEREAS**, the City of Elk River is grateful to all civic groups, organizations, and individuals for their contributions to the community; and

**WHEREAS**, the City of Elk River received a \$315.00 donation from Woodland Trails Regional Park users with the intent it be used by Parks and Recreation Department for Woodland Trails Regional Park.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, by at least four-fifths vote, to acknowledge the support and commend Woodland Trails Regional Park users for their donation.

The motion for adoption of the foregoing resolution was introduced by Councilmember \_\_\_\_\_ and duly seconded by Councilmember \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following against: \_\_\_\_\_, whereupon said resolution was declared duly passed and adopted.

The following members were present: \_\_\_\_\_ and the following absent: \_\_\_\_\_

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
John J. Dietz, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Richter, Deputy City Clerk



**City of Elk River  
City Council  
Resolution 26-20**

**A Resolution of the City Council of the City of Elk River Acknowledging Contributions**

**WHEREAS**, the City of Elk River is grateful to all civic groups, organizations, and individuals for their contributions to the community; and

**WHEREAS**, the City of Elk River received a \$1,500 donation from Zimmerman Relief Association with the intent it be used by Parks and Recreation Department for park equipment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, by at least four-fifths vote, to acknowledge the support and commend Zimmerman Relief Association for their donation.

The motion for adoption of the foregoing resolution was introduced by Councilmember \_\_\_\_\_ and duly seconded by Councilmember \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_ and the following against: \_\_\_\_\_, whereupon said resolution was declared duly passed and adopted.

The following members were present: \_\_\_\_\_ and the following absent: \_\_\_\_\_

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
John J. Dietz, Mayor

ATTEST:

\_\_\_\_\_  
Jolene Richter, Deputy City Clerk



# Request for Action

**To**  
City Council

**Item Number**  
4.3

**Meeting Date**  
March 16, 2026

**Prepared By**  
Joshua Mollan, Economic Development Specialist

**Item Description**  
Resolution 26-18 Commitment of Local Match to Northstar Business Park Infrastructure Project

**Reviewed by**  
Brent O'Neil  
Cal Portner  
Jolene Richter

## Action Requested

Adopt, by motion, Resolution 26-18 committing local match to support an application for the Greater Minnesota Business Development Public Infrastructure program.

## Background/Discussion

The Council approved Resolution 26-12 in February, supporting a grant application to the state. The city has been requested to provide an alternative resolution to seek funding through a similar program at the state, which has been deemed more appropriate to fund the project. We would apply and submit this resolution to the state instead of Resolution 26-12. A recap of the project and grant is below:

As CDI considers expanding its facility on Twin Lakes Road, the city intends to apply for state funds under the Greater Minnesota Business Development Public Infrastructure grant program (BDPI). The company is proposing a 45,000 sf addition to its present operations, which would add at least 20 jobs in the next two years. The project is targeting a spring 2026 construction. BDPI incentivizes businesses by providing grant funds to assist eligible applicants with the development of costly public infrastructure to expand economic development through the growth of businesses. This program requires a minimum 50% local match. Based on the identified BDPI grant funds available, it is recommended that the city apply for \$92,000, which is anticipated to be less than 50% of the total infrastructure project cost and meets the local match requirement.

The infrastructure project is a relocation of a city-owned public stormwater pipe that currently runs near and parallel to the CDI/EDA property line. For CDI to expand north, following an EDA land sale, the stormwater pipe must be relocated. Engineers will survey the site and determine the specific relocation design. The estimated conceptual cost for the infrastructure project is \$242,000.

The BDPI application requires a local government resolution of support that includes a commitment of 50% or more matching funds. The funds to cover the local portion of the infrastructure project are expected to be funded through the EDA proceeds of the land sale. The EDA has adopted its own resolution allowing the City Council to commit those funds on behalf of the EDA at its February 17th meeting.

This incentive is part of a combined economic development package of the city and state, including tax increment financing, of which the company has an active application with the city.

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



**Financial Impact**

Matching funds would be sourced through the EDA, and not general funds of the city.

**Mission/Policy/Goal**

Support industrial growth.

**Attachments**

- I. Council BDPI Resolution 26-18



**City of Elk River  
City Council**

**Resolution 26-18**

**A Resolution of the City Council of the City of Elk River authorizing the application to the Greater Minnesota Business Development Public Infrastructure grant program and the commitment of funds thereto.**

**BE IT RESOLVED**, that the City of Elk River act as the legal sponsor for the project contained in the Business Development Public Infrastructure Application to be submitted on or before March 20, 2026, and that Mayor Dietz and the City Council are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Elk River.

**BE IT FURTHER RESOLVED**, that the City of Elk River has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance, and replacement of the proposed project for its design life.

**BE IT FURTHER RESOLVED**, that the City of Elk River has not violated any Federal, State or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest, or other unlawful or corrupt practice.

**BE IT FURTHER RESOLVED**, that upon approval of its application by the state, the City of Elk River, may enter into an agreement with the State of Minnesota for the above-referenced project, and that it will comply with all applicable laws and regulations as stated in all contract agreements.

**BE IT FURTHER RESOLVED**, that the non-BDPI source of funds identified in the sources and uses outline in the Application in the total amount of \$150,000 are committed and adequate to fully fund the project identified in the Application.

**BE IT FURTHER RESOLVED**, that the source of the Applicant's matching funds shall be the Economic Development Authority fund which has adequate funding to cover the commitment.

**BE IT FURTHER RESOLVED**, that per MN statute 116J.431 Subd 7, the City of Elk River understands the grant may be cancelled if the project identified in the Application is not proceeding within 18 months of the execution of a grant agreement, or if not complete after five years of any grant award.

**BE IT FURTHER RESOLVED**, that the City of Elk River acknowledges that allowing an ineligible business to locate in the area directly served by the funded infrastructure may trigger a default of the grant and cause repayment by the City of Elk River.

**BE IT FURTHER RESOLVED**, that the City of Elk River certifies that it will comply with all applicable laws, regulations, and rules of the Application.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Elk River, Minnesota, as follows: that Mayor Dietz and the City Council, or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

Passed and adopted this 16<sup>th</sup> day of March 2026.

---

John J. Dietz, Mayor

ATTEST:

---

Jolene Richter, Deputy City Clerk



# Request for Action

**To**  
City Council

**Item Number**  
4.4

**Meeting Date**  
March 16, 2026

**Prepared By**  
Joe Stremcha, Business Services Director/Assistant  
City Administrator

**Item Description**  
Northbound and Fire Station #1 Subcontractor  
Qualifications (RFQ)

**Reviewed by**  
Mark Dickinson  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, the list of approved contractors that have met the requirements outlined in the Subcontractor (RFQ) published on 1/13/26 for new Northbound and Fire Station #1.

## Background/Discussion

Included is a letter from Terra Construction with their recommendation for the prequalified subcontractors able to bid on the upcoming Northbound Liquor store, as well as the Elk River Fire Station #01.

These are the subcontractors we will privately invite to bid on the projects when they are ready to be bid.

## Financial Impact

None.

## Mission/Policy/Goal

Support the growth and development of the community.

## Attachments

- I. Subcontractor RFQ Recommendation 2026-03-09

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



763.463.0220  
877.604.2118



info@terragc.com  
terragc.com



March 9, 2026

Joe Stremcha  
Assistant City Administrator  
City of Elk River  
13065 Orono Parkway  
Elk River, MN 55330

**RE: Elk River Northbound Liquor Store & Fire Station #1 - Subcontractor Request for Qualifications**

Mr. Stremcha,

Below is the list of subcontractors who have responded to the Subcontractor Request for Qualifications (RFQ) published on 1/13/26 for the above referenced projects. Terra Construction (Terra) has reviewed the qualifications and, based on the information received, offer the recommendations below:

Contractors that have met the requirements outlined in the RFQ:

- **Concrete, Masonry & Precast:**
  - Hollenback & Nelson
  - Thompson Construction of Princeton
  - Thomsen Construction of Anoka
  - Axel Ohman
  - B&D
  - K Johnson
  - Northland Concrete and Masonry
  - Rice Lake
  - Wells Precast
  - Molin
  - Taracon
- **Concrete Finishing (Polished Concrete/Epoxy):**
  - Swedebro
  - Lake Effect Coatings
  - QC Companies
  - Grazzini Brothers
  - Kremer Davis
  - Starting Line Floor Coatings
  - Acoustics Associates
- **Steel:**
  - KMH Steel Erectors
  - Sowels Co. Steel Erectors
  - Spartan Steel Erectors
  - Amerect Steel & Precast
  - Red Cedar Steel
  - Linco
  - Patriot Erectors
  - K&K Fabrication
  - Superior Iron
- **Carpentry:**
  - Kellington Construction
  - Kunz Construction
  - Gustav & Rudy
  - Reiling Construction
  - Acoustics Associates
  - Tekton
- **Waterproofing & Air Barrier:**
  - Henkemeyer Coatings
  - Homeco
  - Northstar Weather Proofing
  - Structural Applicators



21025 Commerce Blvd, Suite 1000 // Rogers, MN 55374

- **Roofing & Sheet Metal:**
  - John A Dalsin
  - Central Roofing
  - Lake Area Roofing
  - McDowall
  - MINT Roofing
  - Palmer West
  - Camacho
  - Atomic Sheet Metal
  - Progressive Building Systems
- **Joint Sealants:**
  - Carciofini
  - The Caulkers Co.
  - Wells
  - Molin
- **Doors, Frames, Hardware (Material Only):**
  - Wheeler Hardware
  - Mid Central Door
  - Bredemus Hardware
- **Glass & Glazing:**
  - Ford Metro
  - Midland Glass
  - Murphy Window
  - Minneapolis Glass
- **Overhead Doors:**
  - Garage Door Store
  - Yale
  - Crawford Doors
  - Idc Automatic
  - Overhead Door Company
- **Gypsum Board/EIFS:**
  - Prestige Drywall
  - Quality Drywall
  - Common Links
  - Olympic
  - Pinnacle Wall Systems
  - RTL Construction
  - Stucco 1
  - Mulcahy Nickolaus
- **Tile:**
  - Mid-State Tile
  - Superset
  - Acoustics Associates
  - Grazzini Brothers
  - Blackhawk
- **Acoustical Ceilings:**
  - Twin City Acoustics
  - Acoustics Associates
  - Architectural Sales of MN
- **Flooring:**
  - Superset Flooring
  - Precision
  - Resilient Martin Group
  - Acoustics Associates
  - Grazzini Brothers
  - MCI Carpet One
- **Painting:**
  - Henkemeyer Coatings
  - DeGolier Painting
  - All-State Painting
  - Fransen Finishes
  - Mulcahy Nickolaus
- **Elevators:**
  - TKE
  - Otis
- **Fire Suppression:**
  - LVC
  - Viking
  - Breth-Zenzen
  - Frontier Fire Protection
  - Summit Companies
- **Plumbing, Piping, Mechanical:**
  - B&D Plumbing
  - Davis
  - El-Jay
  - Voss
  - Falcon
  - Precise
  - Yale Mechanical
  - Cool-Air Mechanical
  - Kraft Mechanical
  - McDowall Sheet Metal
  - Modern
  - Weidners Mechanical
  - Sun Mechanical



- **Electrical:**
  - Bluesky Electric
  - Laketown Electric
  - AJ Moore Electric
  - Medina Electric
  - Vinco Electrical
  - LSS
  - Gephart
  - LaForce
  - Erickson Electric
  - Kirtland Electric
  -
- **Earthwork & Utilities:**
  - Kevitt Companies
  - DGN Dirtwork (Earthwork)
  - Atlas
  - Bolander
  - Peterson Companies
  - HOBS
  - Veit
  - New Look Contracting
  - Dimke
  - Michels
  - Rachel
- T.Scherber
- U.S. Siteworks
- MU&E
- Fehn
- D&D
- St. Paul Utilities
- Voss
- United Water & Sewer
- **Bituminous Paving:**
  - Knife River
  - Bituminous Roadways
  - GMH Asphalt
  - Ohmann
  - Hanson Paving
- **Site Concrete:**
  - McNamara Concrete
  - North Country Concrete
  - Stapf
- **Landscaping:**
  - Autumn Ridge Landscaping
  - Great Northern Landscaping
  - Peterson Companies
  - Keller Fence (Fencing)
  - Margolis Companies

Contractors that did not meet the requirements outlined in the RFQ:

- CD Tile – EMR is 1.29 (Pass/Fail requirement was 1.25)
- Sonus Interiors – EMR is 1.35 (Pass/Fail requirement was 1.25)
- Sentra-Sota – EMR is 1.72 (Pass/Fail requirement was 1.25)
- Electrical Production Services – EMR is 1.27 (Pass/Fail requirement was 1.25)

Copies of the qualifications submitted can be found here: [Sub Forms Received](#)

Should you have any questions or like further information, please feel free to contact me directly.

Respectfully,



Kory Reiners  
Preconstruction Manager





# Request for Action

**To**  
City Council

**Item Number**  
4.5

**Meeting Date**  
March 16, 2026

**Prepared By**  
Joe Stremcha, Business Services Director/Assistant  
City Administrator

**Item Description**  
FT Center - Commercial Fabric Curtains for The  
Yard

**Reviewed by**  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, the quote from Akon Curtains for commercial fabric to be installed in The Yard at the FT Center.

## Background/Discussion

The Yard (Field House) at the FT Center is transitioning into a multi-use event space. The concrete floor was installed under the turf in the fall of 2025. Commercial fabric curtains will be installed in mid-April using the existing netting track on the perimeter. A separate track will be added to accommodate the safety netting later this summer.

The first major event in The Yard is the Big Lake High School prom on May 2.

## Financial Impact

\$38,665.50 will be paid for by the FT Center budget using funds specifically allocated to the Field House improvements.

## Mission/Policy/Goal

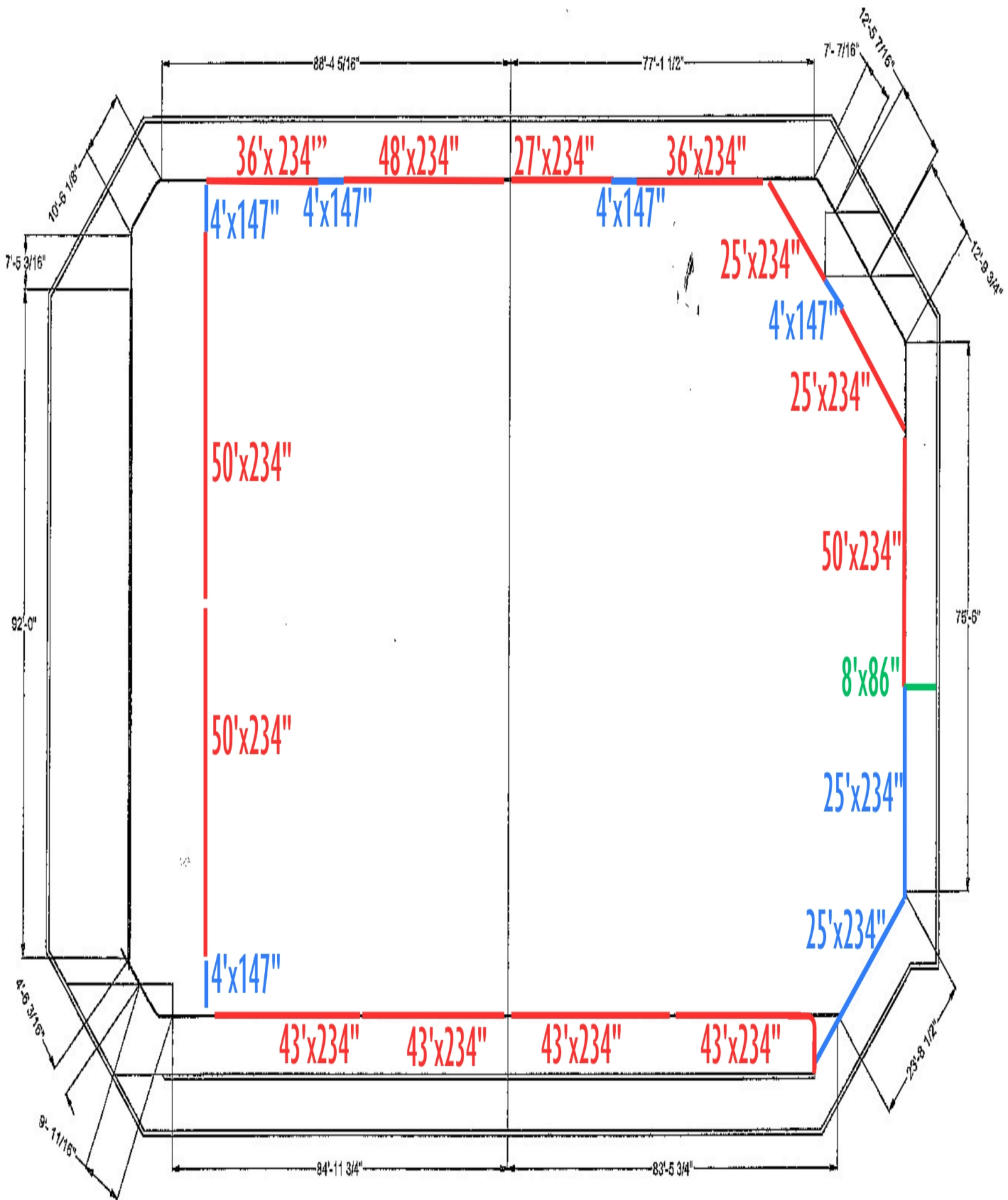
Opportunity to live, work, and play.

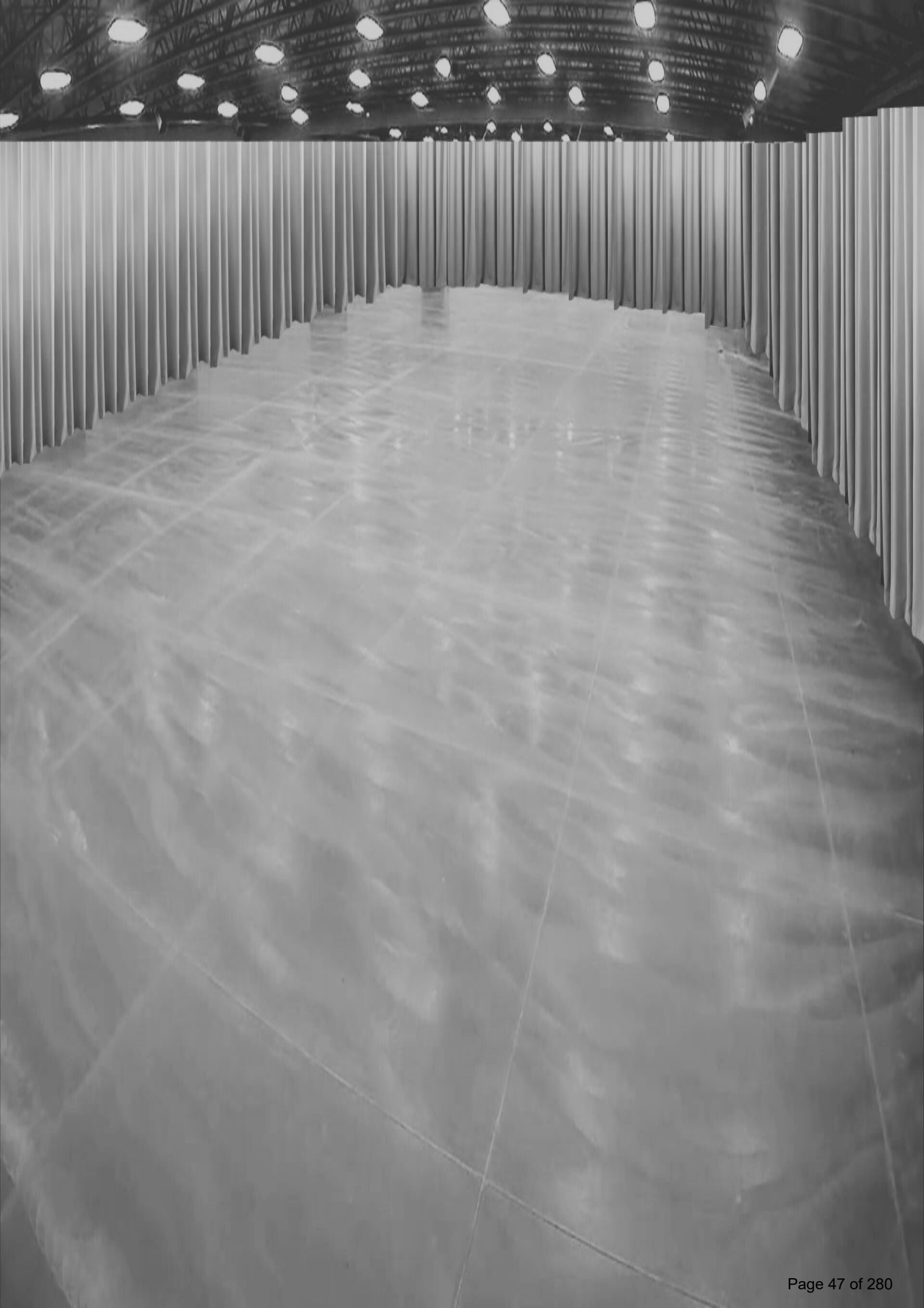
## Attachments

1. Curtain Sections
2. The Yard Fabric Example
3. Akon Curtains Quote
4. Georgia Stage Quote
5. Blackout Curtains Quote

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*







# QUOTE

**SOLD TO:**

The City of Elk River's Furniture & Things Community Event Center  
 Katie Harstad  
 763-635-4500  
 kharstad@elkrivernm.gov

**SHIP TO:**

**QUOTE #**  
**299453-01**  
 3/3/2026

P: 989-414-1209 F: 888-501-5865  
 www.curtain-and-divider.com

**FAST DELIVERY**

**Shipping Options**

Your PO #	Payment Terms	Shipping Terms	Ship Method	8 to 10 Work Days
Pending	Credit Card / Net 30	Pre-Pay & Add	Best Way	

Qty	Description	Unit Cost	Line Total
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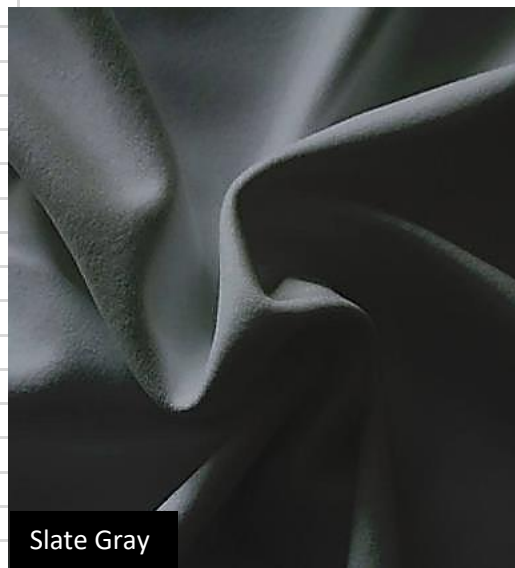
**Commercial Fabric Curtain**

		DIMENSIONS	Width (ft)	Height (ft)	Sections	Unit Cost	Line Total
6		Curtain A:	60'	19' 6"	2	\$2,964.00	\$ 17,784
4		Curtain B:	55'	19' 6"	2	\$2,717.00	\$ 10,868
2		Curtain C:	45'	19' 6"	2	\$2,223.00	\$ 4,446
1		Curtain D:	35'	19' 6"	1	\$1,729.00	\$ 1,729
5		Curtain E:	8'	12' 3"	1	\$256.88	\$ 1,284
2		Curtain F:	35'	12' 3"	1	\$1,123.85	\$ 2,248
1		Curtain G:	15'	7' 2"	1	\$296.40	\$ 296

Note3: Sizes above will be +/- up to 1"

**MATERIAL OPTIONS**

Heavy Duty 14oz Velour One-Sided



Slate Gray

**FEATURES CURTAINS**

Curtain Color:	Slate Gray
Curtain Sections:	Curtain Sections are not connected
Curtains:	Do not connect together
Fire Retardant:	Yes
Outdoor Use:	Inform AKON if used outdoors for best material
Warranty:	5 Year Warranty - On any MFG Defects

**TOP OF CURTAIN**

Mounting Style	Standard grommets every 12"
----------------	-----------------------------



**Standard Grommets**

**AKON**







GEORGIA  
**STAGE**

# ESTIMATE

Georgia Stage  
3765 PEACHTREE CREST DR  
DULUTH GA 30097 US  
770-931-1600 | georgiastage.com

DATE 3/9/2026  
ESTIMATE 030926-4SES  
SALES REP SES

**BILL TO**

CITY OF ELK RIVER (MN)  
13065 ORONO PKWY  
ELK RIVER MN 55330

**SHIP TO**

ELK RIVER MN 55330

**CONTACT INFO**

KATIE HARSTAD  
KHARSTAD@ELKRIVE  
RMN.GOV  
763-635-1153

DESCRIPTION	QTY	RATE	AMOUNT
<b>PLATEAU 13OZ 0%</b> 13OZ IFR PLATEAU POLY VELOUR, UNLINED, COLOR TBD SEWN AT 0% FULLNESS (FLAT)	1.00	0.00	0.00
<b>DRAPES: PANEL</b> DRAPE PANEL 19'-6" H X 60'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	6.00	4,093.00	24,558.00
<b>DRAPES: PANEL</b> DRAPE PANEL 19'-6" H X 55'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	4.00	3,804.00	15,216.00
<b>DRAPES: PANEL</b> DRAPE PANEL 19'-6" H X 45'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	2.00	3,256.00	6,512.00
<b>DRAPES: PANEL</b> DRAPE PANEL 19'-6" H X 35'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	1.00	2,414.00	2,414.00
<b>DRAPES: PANEL</b> DRAPE PANEL 12'-3" H X 8'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	5.00	391.00	1,955.00
<b>DRAPES: PANEL</b> DRAPE PANEL 12'-3" H X 35'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	2.00	1,551.00	3,102.00



# ESTIMATE

Georgia Stage  
 3765 PEACHTREE CREST DR  
 DULUTH GA 30097 US  
 770-931-1600 | georgiastage.com

DATE 3/9/2026  
 ESTIMATE 030926-4SES  
 SALES REP SES

**BILL TO**

CITY OF ELK RIVER (MN)  
 13065 ORONO PKWY  
 ELK RIVER MN 55330

**SHIP TO**

ELK RIVER MN 55330

**CONTACT INFO**

KATIE HARSTAD  
 KHARSTAD@ELKRIVE  
 RMN.GOV  
 763-635-1153

DESCRIPTION	QTY	RATE	AMOUNT
<b>DRAPES: PANEL</b>			
DRAPE PANEL 7'-2" H X 12'-0" W EA. WEBBING, GROMMETS, S-HOOKS 12" OC AT TOP 2" SIDE HEMS 6" BOTTOM HEM W/ WEIGHT TAPE	1.00	425.00	425.00

***	1.00	0.00	0.00
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**FREIGHT**

ESTIMATED SHIPPING - LTL WWE-ROADRUNNER, NOTIFY, LIFTGATE, LAD	1.00	915.00	915.00
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**NOTES: NOTES DIRECT SHIPMENT**

\*\*Estimate is valid for 30 days. Pricing is subject to change.  
 \*\*Estimate is based solely on Georgia Stage's interpretation of the project/request as conveyed/described by the customer.  
 \*\*All sizes and information are provided by the customer. It is the customer's responsibility to proof and confirm all sizes and information. Customer assumes full responsibility for sizes and information provided.  
 \*\*Not included: engineering or shop drawings, renderings, items not specifically listed, and/or installation of any type.  
 \*\*F.O.B. shipping point, unless otherwise specified. Shipping and Handling quotes are estimates only.  
 \*\*All orders are subject to our Shipping and Return policies. Our Shipping and Returns policy may be found at [<https://gastage.com/content/1-shipping-and-returns>] (<https://gastage.com/content/1-shipping-and-returns>).  
 \*\*Please e-mail your sales representative with any questions or if clarification is needed on any of the quoted items.  
 \*\*Your signature below or confirmation email confirms that the products and size as listed above are correct, and that you have read and understand the Shipping and Returns Policies. Please reach out to your sales representative for payment options.

Quote is valid for 30 days. Freight is not included unless specifically quoted. All freight quotes are estimates only and do not include residential delivery, limited access or liftgate service. Redelivery fee surcharges are the responsibility of the recipient should they occur.	<b>SUBTOTAL</b>	55,097.00
	<b>TAX</b>	0.00

**55,097.00**

Approval Signature \_\_\_\_\_ Date \_\_\_\_\_



**Quote**

**#138707**

**Blackout Curtains**

<https://blackoutcurtains.com>

Chelsey Klasnich  
 676 Mendelssohn Ave N  
 Golden Valley, MN 55427  
 Telephone: (866) 252-2568 | Fax: (952) 797-7453

**Bill to**  
**City of Elk River: Furniture & Things**  
**Community Event Center**  
 Katie Harstad  
 1000 School Street  
 Elk River, MN 55330  
 (763) 291-4123  
 kharstad@elkrivermn.gov

**Ship to**  
**City of Elk River: Furniture & Things**  
**Community Event Center**  
 Katie Harstad  
 1000 School Street  
 Elk River, MN 55330  
 (763) 291-4123  
 kharstad@elkrivermn.gov

**Quote date**

3/11/2026

**Valid through**

3/31/2026

**Shipping method**

Ground

**Est. ship date**

4/1/2026

**Notes**

**CUSTOMER IS RESPONSIBLE TO PROVIDE FINAL MEASUREMENTS AND TO CONFIRM ALL DETAILS ARE CORRECT PRIOR TO PLACING AN ORDER.**

**ESTIMATED LEAD TIMES:**













- **FABRIC:** SHIPS IN 30 TO 35 DAYS FROM THE DATE THE PAYMENT IS MADE.
  - **CURTAINS:** SHIP IN 15-23 BUSINESS DAYS FROM THE DATE THE FABRIC ARRIVES TO OUR FACILITY.
- \*\*ITEMS WITHIN THIS QUOTE ARE CUSTOM, MADE-TO-ORDER PRODUCTS THAT ARE NOT ELIGIBLE FOR RETURNS, REFUNDS, OR EXCHANGES.\*\***







**FEES/CHARGES + PAYMENTS:**

- SHIPPING CHARGES WILL BE ASSESSED AT THE TIME THE ORDER IS PLACED. PLEASE CONTACT US PRIOR TO SUPPLYING A PAYMENT TO RECEIVE YOUR SHIPPING QUOTE
- **PAYMENT TERMS + PAYMENT METHODS:**
  - TERMS: PAYMENT IN FULL ONLY
  - CREDIT CARD: A 3% CREDIT CARD PROCESSING FEE WILL BE ASSESSED
  - ACH - NO ADDITIONAL FEES

**Details**

Line	Description	Specification	Cost	Qty	Total
1	<p>Style 1:                      Side A - 240"                      Ceiling mount                      No screws                      Existing                      47 carriers, 2 splices, 12 screws, 1 knockout, 2 flexible end caps, 2 end caps  <b>(6) 60 feet wide x 19.5 feet tall:</b></p> <ul style="list-style-type: none"> <li>• (3) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)</li> </ul>	<p>Style 1</p>	\$0.00 USD	18	\$0.00 USD
1	<p>Width 276" x Length 234"                      BLACKOUT CURTAINS.COM - GRAY- PREVIOUSLY SELECTED                      Velcro full wall sides  <b>(6) 60 feet wide x 19.5 feet tall:</b></p> <ul style="list-style-type: none"> <li>• (3) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)</li> </ul>	Curtain	\$1,814.80 USD	18	\$32,666.40 USD

Line	Description	Specification	Cost	Qty	Total
2	 <b>Style 1:</b> <b>Side A – 220"</b> Ceiling mount No screws Existing 44 carriers, 2 splices, 11 screws, 1 knockout, 2 flexible end caps, 2 end caps <b>(4) 55 feet wide x 19.5 feet tall:</b> • (3) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)	 Style 1	\$0.00 USD	12	\$0.00 USD
2	 Width 253" x Length 234" BLACKOUT CURTAINS.COM – <u>GRAY- PREVIOUSLY SELECTED</u> Velcro full wall sides <b>(4) 55 feet wide x 19.5 feet tall:</b> • (3) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)	Curtain	\$1,551.33 USD	12	\$18,615.96 USD
3	 <b>Style 1:</b> <b>Side A – 270"</b> Ceiling mount No screws Existing 53 carriers, 3 splices, 12 screws, 1 knockout, 2 flexible end caps, 2 end caps <b>(2) 45 feet wide x 19.5 feet tall:</b> • (2) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)	 Style 1	\$0.00 USD	4	\$0.00 USD
3	 Width 311" x Length 234" BLACKOUT CURTAINS.COM – <u>GRAY- PREVIOUSLY SELECTED</u> Velcro full wall sides <b>(2) 45 feet wide x 19.5 feet tall:</b> • (2) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)	Curtain	\$1,814.80 USD	4	\$7,259.20 USD
4	 <b>Style 1:</b> <b>Side A – 210"</b> Ceiling mount No screws Existing 42 carriers, 2 splices, 11 screws, 1 knockout, 2 flexible end caps, 2 end caps <b>(1) 35 feet wide x 19.5 feet tall:</b> • (2) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)	 Style 1	\$0.00 USD	2	\$0.00 USD
4	 Width 242" x Length 234" BLACKOUT CURTAINS.COM – <u>GRAY- PREVIOUSLY SELECTED</u> Velcro full wall sides <b>(1) 35 feet wide x 19.5 feet tall:</b> • (2) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)	Curtain	\$1,551.33 USD	2	\$3,102.66 USD
5	 <b>Style 1:</b> <b>Side A – 96"</b> Ceiling mount No screws Existing 20 carriers, 1 splice, 6 screws, 1 knockout, 2 flexible end caps, 2 end caps <b>(5) 8 feet wide x 12.25 feet tall</b>	 Style 1	\$0.00 USD	5	\$0.00 USD
5	 Width 111" x Length 147" BLACKOUT CURTAINS.COM – <u>GRAY- PREVIOUSLY SELECTED</u> <b>(5) 8 feet wide x 12.25 feet tall</b>	Curtain	\$554.78 USD	5	\$2,773.90 USD

Line	Description	Specification	Cost	Qty	Total
6	 <b>Style 1:</b> <b>Side A – 210"</b> Ceiling mount No screws Existing 42 carriers, 2 splices, 11 screws, 1 knockout, 2 flexible end caps, 2 end caps <b>(2) 35 feet wide x 12.25 feet tall:</b> <ul style="list-style-type: none"> <li>(2) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)</li> </ul>	Style 1	\$0.00 USD	4	\$0.00 USD
					
6	 Width 242" x Length 147" BLACKOUT CURTAINS.COM – <u>GRAY- PREVIOUSLY SELECTED</u> Velcro full wall sides <b>(2) 35 feet wide x 12.25 feet tall:</b> <ul style="list-style-type: none"> <li>(2) CURTAINS FOR 60' THAT CONNECT VIA VELCRO (HOOK ON ONE SIDE, LOOP ON THE OTHER)</li> </ul>	Curtain	\$1,071.63 USD	4	\$4,286.52 USD
7	 <b>Style 1:</b> <b>Side A – 144"</b> Ceiling mount No screws Existing 29 carriers, 1 splice, 8 screws, 1 knockout, 2 flexible end caps, 2 end caps <b>(1) 12 feet wide x 86 inches tall</b>	Style 1	\$0.00 USD	1	\$0.00 USD
					
7	 Width 166" x Length 86" BLACKOUT CURTAINS.COM – <u>GRAY- PREVIOUSLY SELECTED</u> <b>(1) 12 feet wide x 86 inches tall</b>	Curtain	\$519.43 USD	1	\$519.43 USD

Subtotal **\$69,224.07**  
USD

Shipping & Handling USD

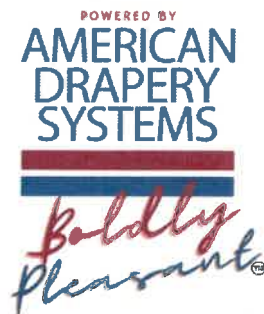
Sales Tax ---

Total **\$69,224.07**  
USD

### Additional Notes

Curtain and Track do *not* ship from the same location and may *not* arrive at the same time.  
 Your order is custom made and cannot be changed or canceled once goods are cut.  
 Country of manufacture: USA  
 All pricing in USD

Thank you for ordering from <https://blackoutcurtains.com/>!





# Request for Action

**To**  
City Council

**Item Number**  
4.6

**Meeting Date**  
March 16, 2026

**Prepared By**  
Joseph Hale, Environmental Services and Projects  
Specialist

**Item Description**  
2025 Local Weed Inspector Annual Report

**Reviewed by**  
Justin Femrite  
Cal Portner  
Jolene Richter

**Action Requested**  
Approve, by motion, the 2025 Local Weed Inspector Annual Report.

**Background/Discussion**  
The County Agriculture Inspector compiles an annual report for the Department of Agriculture summarizing the activities of the Local Weed Inspectors for each municipality.

This report is required by Minnesota State Statutes Section 18.81. Staff has completed the 2025 Local Weed Inspector report form to submit to the County Agriculture inspector.

**Financial Impact**  
N/A

**Mission/Policy/Goal**  
Appropriately govern in an ever-changing environment.

**Attachments**  
I. City of Elk River Year End Report\_2025

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*

# 2025 Local Weed Inspector Annual Township and City Report

## Noxious Weed Control

Required by Minnesota Statutes Section 18.81

**INSTRUCTIONS:** Please write or print legibly. Upon completion and appropriate signatures, copies should be submitted to the Sherburne County Agriculture Inspector by: **February 27, 2026.**

<b>Township or City:</b> City of Elk River	<b>County:</b> Sherburne	<b>Date:</b> 2/11/2026
<b>County Agriculture Inspector (CAI):</b>  Matt Danzl	CAI Phone #: 763-765-4463	

**Local Weed Inspector (LWI):** Please indicate who the Township or City has designated as their Local Weed Inspector with the Person's name, address, phone number, and email address in the space provided below. If the CAI has any questions, this will be the person in the Township or City that is contacted.

1. Name: Joe Hale	2. Name:
Address: 13065 Orono Parkway	Address:
Phone #: 763-635-1030	Phone #:
Email: Jhale@elkrivermn.gov	Email:

Noxious Weed Control	Number
Number of noxious weed inspections made in the Township or City this year?	7
Number of landowner contacts made in the Township or City for voluntary compliance or General Weed Notice this year?	1
How many landowners received the formal "Notice #1" Form?	0
Number of contacts made to federal, state or county owned land managers? (i.e. DNR, USFWS, MNDOT)	0
Number of times the City or Township hired or performed the requested control/eradication work and added to the property taxes or issued a citation (under City ordinance) or submitted cost to the county under the state noxious weed law (Townships only):	0

**Noxious Weeds that are a concern in your Township or City that are on Minnesota Prohibited Noxious Weed List (Suggestions):**

- Plumeless Thistle 
  Canadian Thistle 
  Wild Parsnip 
  Leafy spurge 
  Knotweeds 
  Knapweeds 
  Buckthorn 
  Common tansy 
  Other:

Does your City or Township have a local weed ordinance?	(YES) NO
Do you publish a notice of weed control? Example: city newspaper, township newsletter <span style="float: right;">*No notice in 2025</span>	(YES*) NO
Does your City or Township participate in noxious weed outreach?	(YES) NO

What training or outreach would help you as Local Weed Inspectors?

- Best management practices for weed control
- Plant ID

(Continue to page 2)

# 2025 Local Weed Inspector Annual Township and City Report

## Noxious Weed Control

Required by Minnesota Statutes Section 18.81

Total Area Controlled & Cost of Treatment	Biological (miles or acres)	Spraying (miles or acres)	Mowing (miles or acres)
Estimated amount sprayed, mowed, and/or biological control for <u>noxious weed control</u> on Township or City property:	0		670 acres (ditch mowing)
Estimated annual cost of spraying, mowing, and/or biological weed control?	\$ 0	\$ 1622.70	\$
<div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <span>_____</span> City Mayor</div> <div style="display: flex; justify-content: flex-end; margin-bottom: 20px;"> <span>_____</span> Date</div> <hr/> <div style="display: flex; justify-content: space-between;"> <span>_____</span> Chairperson, Township Board</div> <div style="display: flex; justify-content: flex-end;"> <span>_____</span> Date</div>	<div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <span>_____</span> Local Weed Inspector</div> <div style="display: flex; justify-content: flex-end;"> <span>_____</span> Date</div>		

In accordance with the Americans With Disabilities Act, an alternate form of communication is available upon request.  
 TTY: 1-800/627-3529      The Minnesota Department of Agriculture is an Equal Opportunity Employer



# Request for Action

**To**  
City Council

**Item Number**  
4.7

**Meeting Date**  
March 16, 2026

**Prepared By**  
Justin Femrite, Public Works Director/Chief Engineer

**Item Description**  
171st Avenue Crossing Surface Agreement 26-09  
with BNSF

**Reviewed by**  
Justin Femrite  
Cal Portner  
Jolene Richter

### Action Requested

Approve, by motion, a crossing surface agreement with BNSF for the plank replacement at the 171st Avenue rail crossing in 2027.

### Background/Discussion

BNSF reached out to discuss the needed crossing surface maintenance in Elk River.

They have identified the need to replace the crossing surface at 171st Avenue. Staff negotiated this work to be completed in 2027, so we can plan for it and add it to our anticipated street improvement contract

The attached agreement details our obligations as the road authority of the crossing.

### Financial Impact

The \$256,000 obligation for costs in the agreement will be paid from our Minnesota State Aid construction account and processed as part of our 2027 Street Improvement Project.

### Mission/Policy/Goal

Elk River Mission Statement

### Attachments

- I. 917432K - Divison Priority Agmt

### The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



## CROSSING SURFACE INSTALLATION AGREEMENT

**BNSF File No.:**  
**Mile Post 36.67**  
**Line Segment 25**  
**U.S. DOT Number 917432K**  
**Staples Subdivision**

This Crossing Surface Installation Agreement (hereinafter called, this “Agreement”) is entered into effective as of \_\_\_\_\_, by and between the City of Elk River (hereinafter called, “**AGENCY**”) and BNSF Railway Company (hereinafter called, “**BNSF**”).

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF desires to replace the existing concrete crossing surface at 171<sup>st</sup> Ave. NW with a new concrete crossing surface;

WHEREAS, AGENCY desires to replace the existing concrete crossing surface at 171<sup>st</sup> Ave. NW in the year 2027.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** The Company will install a new concrete crossing surface for a width of 256 feet from the edge of the pavement on the North side of the tracks to the edge of the pavement on the South side of the tracks. The new crossing surface will adequately cover all vehicular driving lanes at 171<sup>st</sup> Ave. NW. The Company will perform all necessary track upgrades to accommodate the new crossing surface.
  
- 2) **AGENCY Work.** AGENCY must construct the Project as shown on the attached Exhibit A and do all work (“AGENCY’s Work”) provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY’s Work. The principal elements of AGENCY’s Work are as follows:

**A.** Design and Reconstruction of 171<sup>st</sup> Ave. NW;



- B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
  - C. Installation of advance warning signs in accordance with the MUTCD;
  - D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
  - E. Provide suitable drainage, both temporary and permanent;
  - F. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surface(s);
  - G. Replace surface on approaches to each track;
  - H. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.
- 3) **Payment; Invoicing.** Upon Company's receipt of the materials and supplies necessary for the installation of the new crossing surface, Company will send Agency an invoice detailing the total amount owed by Agency for the new crossing surface. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.
- Agency agrees to pay Company One Thousand and No/100 Dollars (\$1,000.00) per foot for the new crossing surface. Agency's **ESTIMATED** total cost for the new crossing surface is Two Hundred Fifty-Six Thousand and No/100 Dollars (\$256,000.00).
- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 171<sup>st</sup> Ave. NW crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 171<sup>st</sup> Ave. NW crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.



- 7) **Roadway Surfacing Work.** The AGENCY agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 171<sup>st</sup> Ave. NW and the new crossing surface on both sides of the track as well as the area between the tracks.
- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

**BNSF Railway Company:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENCY:**

City of Elk River

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Exhibit A

← TO EAST DULWORTH, MN  
TIMETABLE WEST

TO NORTH TOWN, MN  
TIMETABLE EAST →

PUBLIC CROSSING  
DOT# 917432K, MILEPOST 36.67  
NEAR ELK RIVER, MN  
SHERBURNE COUNTY



BNSF MAINLINE

177ST AVE. NW

45.281897,-93.541336

400 ft



**EXHIBIT "C"**

**CONTRACTOR REQUIREMENTS**

**1) General**

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

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B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
  
- F. The Contractor must notify **(Agency)** at ( \_\_\_\_\_ ) and Railway's Manager Public Projects, telephone number ( \_\_\_\_\_ ) at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file \_\_\_\_\_.
  
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.



H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## 2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

## 3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Project Engineer \_\_\_\_\_ at (\_\_\_\_\_)\_\_\_\_\_ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0"      Horizontally from centerline of nearest track
- 21'-6"      Vertically above top of rail
- 27'-0"      Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0"      Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0"      Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0"      Vertically above top of rail for electric wires carrying more than 20,000 volts



D. Upon completion of construction, the following clearances shall be maintained:

- 25'           Horizontally from centerline of nearest track
- 23' 6"       Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan**



- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.erailsafe.com](http://www.erailsafe.com), in addition to any other applicable regulatory requirements.
  - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
  - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

## **5) Railway Flagger Services**

- A.** The Contractor must give BNSF's Scheduling Agent ([BNSFScheduling@wilsonco.com](mailto:BNSFScheduling@wilsonco.com)) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B.** Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - i) When, upon inspection by Railway's Representative, other conditions warrant.
  - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
  - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
  - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
  - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C.** Flagging services will be performed by qualified Railway flaggers.
  - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is \_\_\_\_\_ freight trains per 24-hour period at a timetable speed \_\_\_\_\_ MPH and \_\_\_\_\_ passenger trains at a timetable speed of \_\_\_\_\_ MPH.

## **6) Contractor General Safety Requirements**

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how



to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE**



**STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## **7) Excavation**

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Name at XXX-XXX-XXXX**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If



the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

## **8) Environmental Requirements:**

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the



impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

- C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency



Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

## **9) Personal Injury Reporting**

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.





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### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email [Safety.IncidentReporting@BNSF.com](mailto:Safety.IncidentReporting@BNSF.com).

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_  
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):  
\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_  
\_\_\_\_\_

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: \_\_\_\_\_

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Hospital Name: \_\_\_\_\_

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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**EXHIBIT "C-1"**

**Agreement Between  
BNSF RAILWAY COMPANY  
and the  
CONTRACTOR**

**Railway File:** \_\_\_\_\_

**Agency Project:** \_\_\_\_\_

**Account Name**, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 20\_\_, **TBD** with **AGENCY** for the performance of certain work in connection with the following project:\_\_\_\_\_. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **AGENCY** i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

**1) RELEASE OF LIABILITY AND INDEMNITY**

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of



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Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C.** Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D.** In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



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E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## **2) TERM**

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## **3) INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

### **A. Commercial General Liability "CGL" Insurance**

i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury and Advertising Injury
- (3) Fire legal liability
- (4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



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property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
  - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
  - (4) Separation of insureds; and
  - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

## **B. Business Automobile Insurance**

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
  - (1) Bodily injury and property damage
  - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
  - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
  - (3) Separation of insureds;
  - (4) The policy shall be primary and non-contributing with respect to any



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insurance carried by RAILWAY.

**C. Workers Compensation and Employers Liability Insurance**

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
  - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to Railway.

**D. Railroad Protective Liability insurance**

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
  - (1) Endorsed to include the Pollution Exclusion Amendment
  - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
  - (3) Endorsed to remove any exclusion for punitive damages.
  - (4) No other endorsements restricting coverage may be added.
  - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
  - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on



the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

**E. Other Requirements:**

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor’s insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway	Company
c/o		CertFocus
P.O.	Box	140528
Kansas	City,	MO
Toll	Free:	877-576-2378
Fax	number:	817-840-7487



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Email:  
[www.certfocus.com](http://www.certfocus.com)

[BNSF@certfocus.com](mailto:BNSF@certfocus.com)

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity



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provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **4) SALES AND OTHER TAXES**

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is



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responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) ENVIRONMENTAL**

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.
- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at [EnvironmentalLeases@bnsf.com](mailto:EnvironmentalLeases@bnsf.com). Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of



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Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to



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determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

## **6) EXHIBIT "C" CONTRACTOR REQUIREMENTS**



Contract Number: Document ID

- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## **7) TRAIN DELAY**

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway



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confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's representative ( ) ( ) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



Contract Number: Document ID

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

**BNSF RAILWAY COMPANY**

**Account Name**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Manager Public Projects

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



# Request for Action

**To**  
City Council

**Item Number**  
4.8

**Meeting Date**  
March 16, 2026

**Prepared By**  
Justin Femrite, Public Works Director/Chief Engineer

**Item Description**  
MOU Agreement 26-10 with Met Council for  
Transportation Planning

**Reviewed by**  
Justin Femrite  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, the attached MOU between the Metropolitan Council and the City of Elk River for transportation planning activities.

## Background/Discussion

Originally approved and implemented based on 2010 census data, the City of Elk River and neighboring communities were identified as contiguous to the Minneapolis/St. Paul urban area. As such, federal law requires us to be part of the larger urban area Metropolitan Planning Organization (MPO) for transportation planning.

The Metropolitan Council serves as the MPO of the Minneapolis-St. Paul area. The results of the 2020 census have affirmed that our area is still in this same position

The attached is an updated version of the MOU originally approved in 2012, detailing how the arrangement works.

Staff has reviewed the document and recommends approval.

## Financial Impact

There are no direct financial expenditures associated with this item. The MOU details future potential project funding will continue to follow existing funding distribution processes.

## Mission/Policy/Goal

Responsibly grow

## Attachments

1. Met Council TC UZA Expansion 7W Redlined Version
2. Met Council TC UZA Expansion 7W MOU Final

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE METROPOLITAN COUNCIL, REGION 7W TRANSPORTATION POLICY BOARD,  
WRIGHT AND SHERBURNE COUNTIES, THE CITIES OF ALBERTVILLE, ELK RIVER,  
HANOVER, OTSEGO, and ST. MICHAEL  
TO CONDUCT FEDERALLY REQUIRED METROPOLITAN TRANSPORTATION  
PLANNING ACTIVITIES**

The parties to this Memorandum of Understanding (MOU) are the Metropolitan Council ~~of the Twin Cities~~ (Council), the Region 7W Transportation Policy Board (Region 7W TPB), Wright and Sherburne Counties (Counties), the cities of Albertville, Elk River, Hanover, Otsego, and St. Michael;

**WHEREAS**, federal transportation law and regulations (23 U.S.C. §§ 134 and 135; 49 U.S.C. §§ 5303 and 5304; 23 C.F.R. Part 450, Subpart A – Transportation Planning and Programming Definitions; 23 C.F.R. Part 450 Subpart B – Statewide and Nonmetropolitan Transportation Planning and Programming; and 23 C.F.R. Part 450 Subpart C – Metropolitan Transportation Planning and Programming) require a metropolitan planning organization (MPO) to be designated for all urbanized areas with a population of more than 50,000 to establish and maintain a continuing, coordinated, and comprehensive transportation planning process;

**WHEREAS**, the Council was established by the Minnesota Legislature in 1967 to plan for the orderly and economic development of the seven county Minneapolis-St. Paul region and was designated by the governor as the MPO for the Minneapolis-St. Paul Urbanized Area in 1973;

**WHEREAS**, ~~on March 27, 2012,~~ the U.S. Census Bureau identified portions of Wright County including the cities of Albertville, Hanover, Otsego, and St. Michael ~~in Wright County~~ and portions of Sherburne County including the cities of Elk River and Big Lake Township ~~in Sherburne County,~~ are included in contiguous the contiguous urbanized area identified by the U.S. Census Bureau in both the 2010 and 2020 U.S. census for the Twin Cities metropolitan area, as depicted on the map on Figure 1; hereinafter referred to as “the extended area,” as part of the Minneapolis-St. Paul Urbanized Area, which is the first time the Minneapolis-St. Paul Urbanized Area has extended beyond the Council’s seven county jurisdictional area

**WHEREAS**, under federal regulations, the MPO transportation planning area boundary must encompass, at a minimum, the entire “Urbanized Area” ~~or UZA~~ as defined by the U.S. Census Bureau and the area expected to become urbanized within the next 20 years;

**WHEREAS**, federal law does not require a re-designation of an MPO solely due to expansion of its boundary;

**WHEREAS**, US DOT policy encourages boundary changes to be accomplished through agreements between affected jurisdictions;

WHEREAS, an MOU between the Council and the urbanized areas of Wright and Sherburne counties was finalized and signed by all affected parties in 2012, and that the subsequent 2020 census did not result in any substantial changes to the urbanized areas of Wright and Sherburne counties that are included in the Twin Cities urbanized area as defined by the U.S. Census Bureau and that these changes have subsequently been discussed and agreed that only minor revisions were required to the adopted metropolitan urban area boundary;

**WHEREAS,** Minnesota Statutes section 473.146, subd. 4 says “(a) The Metropolitan Council is the designated planning agency for any long-range comprehensive transportation planning required by section 134 of the Federal Highway Act of 1962, Section 4 of Urban Mass Transportation Act of 1964 and Section 112 of Federal Aid Highway Act of 1973 and other federal transportation laws. The Council shall assure administration and coordination of transportation planning with appropriate state, regional and other agencies, counties, and municipalities;”;

**WHEREAS,** Wright and Sherburne Counties are part of the Central Minnesota Area Transportation Partnership (ATP) for federal transportation funding;

**WHEREAS,** Wright and Sherburne Counties are part of the Region 7W TPB established by Joint Powers Agreement duly executed by Benton, Sherburne, Stearns, and Wright Counties on January 4, 2000;

**WHEREAS,** the Region 7W TPB’s Statement of Purpose, as defined in the Joint Powers Agreement, is “to address ~~regionally-significant~~ regionally significant transportation issues, conduct regional transportation studies and plans, and solicit and select projects seeking federal transportation funding that support the activities of the Minnesota Department of Transportation (MnDOT) and the Central Minnesota ATP”;

**WHEREAS,** Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), requires ~~federally-funded~~ federally funded transportation plans, programs, and projects that are funded or approved under 23 U.S.C. (Highways), or the Federal Transit Act, 49 U.S.C. ch. 53 (Public Transportation) to conform with State and Federal air quality implementation plans; and

**NOW, THEREFORE,** the parties ~~recognize and agree~~ understand:

1. **AGREEMENT PURPOSE.** As part of its charge from the state legislature to “assure administration and coordination of transportation planning with appropriate state, regional and other agencies, counties, and municipalities” the Council desires to enter into an ~~agreement~~ understanding with the above named– counties and cities in the “extended area” to meet the metropolitan transportation planning requirements as required by federal law;
2. **APPLICABILITY.** This ~~agreement~~ memorandum only ~~applies~~ addresses to federal metropolitan transportation planning requirements; it does not extend any of the Metropolitan Council’s other statutory roles and responsibilities, such as provision of wastewater treatment or transit service, nor the requirement for local land planning in conformance to the Metropolitan Development Guide, to be applicable to these parties;
3. **PLANNING AREA BOUNDARIES.** The metropolitan planning area boundary ~~selected~~ agreed upon by the “extended area” parties in accordance with federal law will be accepted by the Council and

certified by the Federal Highway Administration (FHWA) as the metropolitan transportation planning area for the affected areas of Wright and Sherburne Counties;

4. **TRANSPORTATION PLANNING.** The parties will conduct a transportation planning process that is continuing, cooperative, and comprehensive and provide for the consideration of projects, strategies, and services that address the requirements in 23 C.F.R. Part 450, Subpart C – Metropolitan Transportation Planning and Programming. A primary responsibility of the MPO is to prepare an updated ~~long-range~~multimodal transportation plan every ~~four~~five years. Under federal law, this plan must be “fiscally constrained””, so it does not plan for expenditures beyond those revenues expected to be reasonably available within the time frame of the plan. The Council will coordinate with the technical staff representing agencies Region 7W TPB, as representatives of the extended area, to discuss and agree upon projects in the extended area that are to be included in the MPO’s fiscally constrained plan,~~and will also discuss and agree upon any “illustrative projects” in the extended area that could be reflected in the plan as projects that could be built if additional resources are secured within the plan timeframe.~~ The Council will coordinate with the Region 7W ~~TPB~~technical representatives if plan amendments that impact the extended area are needed prior to the usual ~~four~~five~~-year~~five-year plan update cycle;
5. **TRANSPORTATION PROGRAMMING.** A primary responsibility of the MPO is to prepare a ~~short range~~short-range Transportation Improvement Program to cover a ~~four-year~~four-year period. The Council and its Transportation Advisory Board (TAB) will work cooperatively with the extended area participants, and ~~the Region 7W TPB, the Central Minnesota ATP, and~~ MnDOT District 3 to develop the Transportation Improvement Program for the Twin Cities Metropolitan Area, adopt it and transmit it to MnDOT for incorporation into the State Transportation Improvement Program (STIP) by October 1 of each year. The TAB will continue to select projects with federal funds for the seven-county area through its regional solicitation process. Projects to be funded with federal money in the extended area will be selected through the existing District 3/7W ATP process, and transmitted to the Council for inclusion in the ~~MPO’s TIP~~ and STIP. If a TIP amendment that impacts the extended area is needed prior to the usual annual TIP update cycle, MnDOT District 3 and the Region 7W TPB will submit the amendment to the ~~Metropolitan~~ Council for inclusion in the MPO’s TIP and subsequently the STIP;
6. **METROPOLITAN PLANNING FUNDING.** The parties agree-understand that the Council will utilize funding from the Consolidated Planning Grant (CPG) utilize PL and Section 5303 funds from the US-DOT to carry out this planning work and will not request additional funding for metropolitan planning activities from the other parties in the extended area;
7. **AIR QUALITY CONFORMITY.** The MPO must assure that its transportation plan and TIP are in conformity with the federal Clean Air Act, as applicable. This will continue to be accomplished under the process described in the “Transportation Conformity Procedures for Minnesota.” Portions of Wright County, as well as portions of the original seven county MPO area, ~~have were been~~been included in the air quality maintenance area in the past and will may be included should the

~~region be designated as a non-attainment area by the U.S. Environmental Protection Agency in the future for the region since the maintenance area was designated by US EPA in 1999;~~

8. **COMMUNICATION.** Provision of a forum for interaction among local jurisdictions, between local jurisdictions and state agencies, and between state/local agencies and the public is a key responsibility of MPOs. In order to maintain open communication on transportation planning issues, the Council ~~will plans to~~ coordinate ~~at least one meeting each year between the chair of the Council or the chair of the Council's transportation committee, the chair of the Council's Transportation Advisory Board, and local elected officials of the affected communities in the extended area~~ meetings with the extended area on an as-needed basis. ~~The meetings shall~~will include, at a minimum, key technical staff from both the Council and the extended area. Upon request from staff of the extended area, meetings may also include elected officials from ~~extended area cities, and/or Wright and Sherburne counties, and/or TAB and Council leadership.~~ All meetings will take place ~~virtually or in-person~~ within the extended area, unless an alternative meeting location is requested and agreed upon by the parties. ~~- this If desired, the MTS At a staff level, each of the two counties (Sherburne and Wright)~~The extended area will be invited to send a representative to the MPO's Technical Advisory Committee (TAC), ~~per the TAC Bylaws.~~ The TAC reviews and recommends for approval the long-range transportation plan, the TIP, UPWP and other studies and plans undertaken by the Council;
9. **PUBLIC PARTICIPATION.** Public participation in the preparation of all transportation planning documents, including the ~~long range~~long range multimodal metropolitan transportation plan and the TIP, will be facilitated by provision of public meeting and/or public hearing ~~locations convenient to residents of the extended area~~ and dissemination of information through local channels in Sherburne and Wright Counties, such as libraries and community media. Material will also be electronically available on the Council's website;
10. **LEGAL AUTHORITY.** This MOU is not a legally binding agreement and creates no legally binding obligations for any party. Because of the mutual desire to proceed and achieve the goals stated in this MOU, each party fully intends to make a good faith effort to achieve the goals described above to work together to comply with the federal and state laws;
11. **GOVERNMENT DATA.** The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are "Government Data" within the meaning of the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and that they must comply with the provisions of the Act as if related to such data;
- ~~12. **EFFECTIVE DATE.** This MOU shall be effective when all appropriate signatures have been obtained by the Council, the Region 7W TPB, Wright and Sherburne Counties, and the cities of Albertville, Elk River, Hanover, Otsego, and St. Michael;~~
- ~~13.12. **MODIFICATION REVIEW.** Any amendments to this MOU must be mutually agreed to in writing.~~All parties agree to review the MOU (and amend as necessary) following the release of urban areas boundaries by the U.S. Census Bureau based on the ~~2020-2030~~ U.S. Census;

~~14.13.~~ **TERMINATION.** The terms of this MOU may be terminated by any one of the parties by giving ~~90 days written~~ notice to each of the other parties. ~~This MOU will remain in effect until terminated as provided in this clause, or until replaced by a new MOU.~~

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Sherburne County

By: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Wright County

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Albertville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Elk River

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Hanover

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Otsego

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of St. Michael

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Region 7W Transportation Policy Board

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Metropolitan Council

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

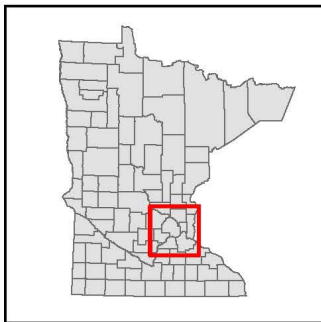
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Figure 1: Map of Metropolitan Planning Area Boundary

2020 Metropolitan Planning Organization Area

Note:  
The Metropolitan Planning Area must include the entire 2020 Urbanized Area as defined by population density in the 2020 US Census.

- National Highway System
- ▬ 2020 Metropolitan Planning Area
- ▭ County Boundaries
- ▭ Municipal & Township Boundaries



December 2024



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE METROPOLITAN COUNCIL, REGION 7W TRANSPORTATION POLICY BOARD,  
WRIGHT AND SHERBURNE COUNTIES, THE CITIES OF ALBERTVILLE, ELK RIVER,  
HANOVER, OTSEGO, and ST. MICHAEL  
TO CONDUCT FEDERALLY REQUIRED METROPOLITAN TRANSPORTATION  
PLANNING ACTIVITIES**

The parties to this Memorandum of Understanding (MOU) are the Metropolitan Council (Council), the Region 7W Transportation Policy Board (Region 7W TPB), Wright and Sherburne Counties (Counties), the cities of Albertville, Elk River, Hanover, Otsego, and St. Michael;

**WHEREAS**, federal transportation law and regulations (23 U.S.C. §§ 134 and 135; 49 U.S.C. §§ 5303 and 5304; 23 C.F.R. Part 450, Subpart A – *Transportation Planning and Programming Definitions*; 23 C.F.R. Part 450 Subpart B – *Statewide and Nonmetropolitan Transportation Planning and Programming*; and 23 C.F.R. Part 450 Subpart C – *Metropolitan Transportation Planning and Programming*) require a metropolitan planning organization (MPO) to be designated for all urbanized areas with a population of more than 50,000 to establish and maintain a continuing, coordinated, and comprehensive transportation planning process;

**WHEREAS**, the Council was established by the Minnesota Legislature in 1967 to plan for the orderly and economic development of the seven county Minneapolis-St. Paul region and was designated by the governor as the MPO for the Minneapolis-St. Paul Urbanized Area in 1973;

**WHEREAS**, the U.S. Census Bureau identified portions of Wright County including the cities of Albertville, Hanover, Otsego, and St. Michael and portions of Sherburne County including the cities of Elk River and Big Lake Township are included in the contiguous urbanized area identified by the U.S. Census Bureau in both the 2010 and 2020 U.S. census for the Twin Cities metropolitan area, as depicted on the map on Figure 1; hereinafter referred to as “the extended area.”

**WHEREAS**, under federal regulations, the MPO transportation planning area boundary must encompass, at a minimum, the entire “Urbanized Area” as defined by the U.S. Census Bureau and the area expected to become urbanized within the next 20 years;

**WHEREAS**, federal law does not require a re-designation of an MPO solely due to expansion of its boundary;

**WHEREAS**, US DOT policy encourages boundary changes to be accomplished through agreements between affected jurisdictions;

**WHEREAS**, an MOU between the Council and the urbanized areas of Wright and Sherburne counties was finalized and signed by all affected parties in 2012, that the subsequent 2020 census did not result in any

substantial changes to the urbanized areas of Wright and Sherburne counties that are included in the Twin Cities urbanized area as defined by the U.S. Census Bureau and that these changes have subsequently been discussed and agreed that only minor revisions were required to the adopted metropolitan urban area boundary;

**WHEREAS**, Minnesota Statutes section 473.146, subd. 4 says “(a) The Metropolitan Council is the designated planning agency for any long-range comprehensive transportation planning required by section 134 of the Federal Highway Act of 1962, Section 4 of Urban Mass Transportation Act of 1964 and Section 112 of Federal Aid Highway Act of 1973 and other federal transportation laws. The Council shall assure administration and coordination of transportation planning with appropriate state, regional and other agencies, counties, and municipalities”;

**WHEREAS**, Wright and Sherburne Counties are part of the Central Minnesota Area Transportation Partnership (ATP) for federal transportation funding;

**WHEREAS**, Wright and Sherburne Counties are part of the Region 7W TPB established by Joint Powers Agreement duly executed by Benton, Sherburne, Stearns, and Wright Counties on January 4, 2000;

**WHEREAS**, the Region 7W TPB’s Statement of Purpose, as defined in the Joint Powers Agreement, is “to address regionally significant transportation issues, conduct regional transportation studies and plans, and solicit and select projects seeking federal transportation funding that support the activities of the Minnesota Department of Transportation (MnDOT) and the Central Minnesota ATP”;

**WHEREAS**, Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), requires federally funded transportation plans, programs, and projects that are funded or approved under 23 U.S.C. (Highways), or the Federal Transit Act, 49 U.S.C. ch. 53 (Public Transportation) to conform with State and Federal air quality implementation plans; and

**NOW, THEREFORE**, the parties understand:

1. **PURPOSE.** As part of its charge from the state legislature to “assure administration and coordination of transportation planning with appropriate state, regional and other agencies, counties, and municipalities” the Council desires to enter into an understanding with the above named counties and cities in the “extended area” to meet the metropolitan transportation planning requirements as required by federal law;
2. **APPLICABILITY.** This memorandum only addresses to federal metropolitan transportation planning requirements; it does not extend any of the Council’s other statutory roles and responsibilities, such as provision of wastewater treatment or transit service, nor the requirement for local land planning in conformance to the Metropolitan Development Guide, to be applicable to these parties;
3. **PLANNING AREA BOUNDARIES.** The metropolitan planning area boundary agreed upon by the “extended area” parties in accordance with federal law will be accepted by the Council and certified by the Federal Highway Administration (FHWA) as the metropolitan transportation planning area for the affected areas of Wright and Sherburne Counties;

4. **TRANSPORTATION PLANNING.** The parties will conduct a transportation planning process that is continuing, cooperative, and comprehensive and provide for the consideration of projects, strategies, and services that address the requirements in 23 C.F.R. Part 450, Subpart C – *Metropolitan Transportation Planning and Programming*. A primary responsibility of the MPO is to prepare an updated multimodal transportation plan every five years. Under federal law, this plan must be “fiscally constrained”, so it does not plan for expenditures beyond those revenues expected to be reasonably available within the time frame of the plan. The Council will coordinate with the technical staff representing agencies of the extended area to discuss and agree upon projects in the extended area that are to be included in the MPO’s fiscally constrained plan. The Council will coordinate with the Region 7W technical representatives if plan amendments that impact the extended area are needed prior to the usual five-year plan update cycle;
5. **TRANSPORTATION PROGRAMMING.** A primary responsibility of the MPO is to prepare a short-range Transportation Improvement Program to cover a four-year period. The Council and its Transportation Advisory Board (TAB) will work cooperatively with the extended area participants and MnDOT District 3 to develop the Transportation Improvement Program for the Twin Cities Metropolitan Area, adopt it and transmit it to MnDOT for incorporation into the State Transportation Improvement Program (STIP) by October 1 of each year. The TAB will continue to select projects with federal funds for the seven-county area through its regional solicitation process. Projects to be funded with federal money in the extended area will be selected through the existing District 3/7W ATP process, and transmitted to the Council for inclusion in the TIP and STIP. If a TIP amendment that impacts the extended area is needed prior to the usual annual TIP update cycle, MnDOT District 3 and the Region 7W TPB will submit the amendment to the Council for inclusion in the MPO’s TIP and subsequently the STIP;
6. **METROPOLITAN PLANNING FUNDING.** The parties understand that the Council will utilize funding from the Consolidated Planning Grant (CPG) from the USDOT to carry out this planning work and will not request additional funding for metropolitan planning activities from the other parties in the extended area;
7. **AIR QUALITY CONFORMITY.** The MPO must assure that its transportation plan and TIP are in conformity with the federal Clean Air Act, as applicable. This will continue to be accomplished under the process described in the “Transportation Conformity Procedures for Minnesota.” Portions of Wright County, as well as portions of the original seven county MPO area, were included in the air quality maintenance area in the past and may be included should the region be designated as a non-attainment area by the U.S. Environmental Protection Agency in the future;
8. **COMMUNICATION.** Provision of a forum for interaction among local jurisdictions, between local jurisdictions and state agencies, and between state/local agencies and the public is a key responsibility of MPOs. In order to maintain open communication on transportation planning issues, the Council plans to coordinate meetings with the extended area on an as-needed basis. The meetings will include, at a minimum, key technical staff from both the Council and the extended area. Upon request from staff of the extended area, meetings may also include elected

officials from extended area cities, Wright and Sherburne counties, and/or TAB and Council leadership. All meetings will take place virtually or in-person within the extended area unless an alternative meeting location is requested and agreed upon by the parties. The extended area will be invited to send a representative to the MPO's Technical Advisory Committee (TAC), per the TAC Bylaws. The TAC reviews and recommends for approval the long-range transportation plan, the TIP, UPWP and other studies and plans undertaken by the Council;

9. **PUBLIC PARTICIPATION.** Public participation in the preparation of all transportation planning documents, including the metropolitan transportation plan and the TIP, will be facilitated by provision of public meeting and/or public hearing and dissemination of information through local channels in Sherburne and Wright Counties, such as libraries and community media. Material will also be electronically available on the Council's website;
10. **LEGAL AUTHORITY.** This MOU is not a legally binding agreement and creates no legally binding obligations for any party. Because of the mutual desire to proceed and achieve the goals stated in this MOU, each party fully intends to make a good faith effort to achieve the goals described above to work together to comply with the federal and state laws;
11. **GOVERNMENT DATA.** The parties acknowledge that this MOU, as well as any data created, collected, stored, or received under the terms of this MOU, are "Government Data" within the meaning of the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13), and that they must comply with the provisions of the Act as if related to such data;
12. **REVIEW.** All parties agree to review the MOU (and amend as necessary) following the release of urban areas boundaries by the U.S. Census Bureau based on the 2030 U.S. Census;
13. **TERMINATION.** The terms of this MOU may be terminated by any one of the parties by giving notice to each of the other parties.

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Sherburne County

By: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Wright County

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Albertville

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Elk River

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

City of Hanover

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**I concur with this Memorandum of Understanding**

City of Otsego

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**I concur with this Memorandum of Understanding**

City of St. Michael

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**I concur with this Memorandum of Understanding**

Region 7W Transportation Policy Board

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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intentionally left blank.*

**I concur with this Memorandum of Understanding**

Metropolitan Council

By: \_\_\_\_\_  
Title:

Date: \_\_\_\_\_

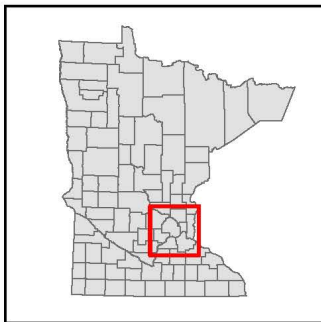
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Figure 1: Map of Metropolitan Planning Area Boundary

2020 Metropolitan Planning Organization Area

Note:  
The Metropolitan Planning Area must include the entire 2020 Urbanized Area as defined by population density in the 2020 US Census.

- National Highway System
- ▬ 2020 Metropolitan Planning Area
- ▬ County Boundaries
- ▬ Municipal & Township Boundaries



December 2024





# Request for Action

**To**  
City Council

**Item Number**  
4.9

**Meeting Date**  
March 16, 2026

**Prepared By**  
Lauren Wipper, Human Resources Manager

**Item Description**  
Hire City Clerk

**Reviewed by**  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, the hiring of Justin Dunford for the position of city clerk effective April 20, 2026.

## Background/Discussion

We went to market to fill this position and received 51 applications. We interviewed five candidates and had second interviews with three. Following background and reference checks and a leadership assessment, we recommend Justin Dunford for the position.

Mr. Dunford developed his interest in government when he was very young. He holds a Bachelor's degree in Political Science and a certificate in Election Administration. He is currently working on a Public Leadership Credential from Harvard Kennedy School. His career includes working as an elections clerk for Anoka County before becoming their property specialist. He went on to work as a state election program administrator for the Minnesota Secretary of State, and most recently is the Election Coordinator for Washington County.

Mr. Dunford will start at step B for this position. All other pay and benefits will follow city policy.

## Financial Impact

This is a budgeted position.

## Mission/Policy/Goal

The Elk River Mission Statement.

## Attachments

None

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*





# Request for Action

**To**  
City Council

**Item Number**  
6.1

**Meeting Date**  
March 16, 2026

**Prepared By**  
Jolene Richter, Deputy Clerk

**Item Description**  
City of Elk River Volunteer of the Month

**Reviewed by**  
Cal Portner  
Jolene Richter

## Action Requested

Mayor Dietz will recognize and present a plaque to the March Volunteer of the Month Award recipient.

## Background/Discussion

Mayor Dietz established the City of Elk River Volunteer of the Month Award program to recognize Elk River residents for their volunteer contributions and commitment to community service.

## Financial Impact

N/A

## Mission/Policy/Goal

Elk River Mission

## Attachments

None

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*





# Request for Action

**To**  
City Council

**Item Number**  
6.2

**Meeting Date**  
March 16, 2026

**Prepared By**  
Cal Portner, City Administrator

**Item Description**  
Sister City Representative - Max Fetisov

**Reviewed by**  
Cal Portner  
Jolene Richter

## Action Requested

Meet and Greet, receive information from Max Fetisov, representative from our Ukrainian sister city.

## Background/Discussion

In 2025, the City of Elk River and the Ukrainian community of Dnipropetrovsk entered into an informal Sister City partnership.

Max Fetisov, one of the key contributors to the partnership, is in Minnesota and will provide a brief overview of what is new in his community.

**Financial Impact**  
N/A

**Mission/Policy/Goal**  
Elk River Vision Statement

**Attachments**  
None

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



# Request for Action

**To**  
City Council

**Item Number**  
7.1

**Meeting Date**  
March 16, 2026

**Prepared By**  
Chris Leeseberg, Senior Planner

**Item Description**  
Plat of Heinen Estates, April Heinen - 21446 Brook Rd NW

**Reviewed by**  
Zack Carlton  
Cal Portner  
Jolene Richter

## Action Requested

Receive comments and continue the public hearing to April 20, 2026.

## Background/Discussion

The applicant continues to work with Sherburne County to address driveway and access issues. The access solution may result in adjustments to the proposed property lines. Once the applicant and county have come to a resolution, the application will be ready for city council action.

## Financial Impact

None

## Mission/Policy/Goal

Ethical, efficient, and responsible.

## Attachments

- I. P 26-01 60 Day Extension

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*





March 12, 2026

April Heinen  
21850 Brook Rd NW  
Elk River, MN 55330

Via email to [aprilheinen@gmail.com](mailto:aprilheinen@gmail.com)

Dear April Heinen,

The city received your application for a Simple Plat on January 22, 2026. Under Minnesota Statutes Section 462.358, the city is required to approve or deny a written request relating to final plats within 60 days of receipt of a completed application unless the time is extended.

Due to your need for additional time to work on driveway access issues, the city is extending the review period for this request. In accordance with Minnesota Statutes Section 462.358, the review period is hereby extended an additional sixty (60) days.

The original 60-day review period would expire on March 23, 2026. With this extension, the new deadline for the city to act on the application will be May 22, 2026.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Chris Leeseberg". The signature is written in a cursive, flowing style.

Chris Leeseberg, Senior Planner  
Ph: 763.635.1033  
[cleeseberg@ElkRiverMN.gov](mailto:cleeseberg@ElkRiverMN.gov)

# Request for Action



**To**  
City Council

**Item Number**  
7.2

**Meeting Date**  
March 16, 2026

**Prepared By**  
Chris Leeseberg, Senior Planner

**Item Description**  
Conditional Use Permit: Mineral Extraction  
Boundary Area Expansion, Knife River — 11650  
225th Ave NW

**Reviewed by**  
Zack Carlton  
Cal Portner  
Jolene Richter

## Action Requested

Approve, by motion, the Conditional Use Permit with the following conditions:

1. This Conditional Use Permit authorizes mineral excavation (gravel) and the operation of a washing plant.
2. All mineral excavation and processing operations on the property shall comply with the City's Mineral Excavation, Zoning and other applicable ordinances; with the terms of this Conditional Use Permit agreement and the license agreement to be executed by the City and Operator; with the City of Elk River's Environmental Impact Statement on Mineral Excavation; and with the application materials and plans submitted by the Operator, which plans and materials are the basis for the City's approval of the Conditional Use Permit.
3. The Operator shall orally notify the City of any violations of this permit within 24 hours and follow this with notification in writing within four (4) working days of the violation. The Operator shall notify the City annually in writing of the total area and amount of material mined and projected estimates of area and amount of material to be mined in the following year. This is to be done at the time of license renewal.
4. The license shall be renewed annually and shall run from June 1<sup>st</sup> through May 31<sup>st</sup>. The annual license fee is that which is specified by the Elk River City Council at the time of renewal. This license fee is not in lieu of gravel tax collected by the County, a portion of which the City receives.
5. Violations of this Conditional Use Permit may result in suspension or revocation.
6. The City Environmental Administrator and/or his/her agents shall be permitted to inspect the Operation for compliance with the conditions of this permit during normal hours of operation.
7. The City's approval of this Conditional Use Permit is subject to the approval of appropriate permits by other governmental agencies.
8. No explosives shall be allowed for this operation.
9. Reclamation:
  - a. Reclamation shall be implemented on an annual basis pursuant to the reclamation plans submitted by the Operator.
  - b. Each year a plan for that year's reclamation shall be approved by the Environmental Administrator prior to issuance of the annual mineral excavation license.
  - c. The reclamation shall include topsoil from the site being preserved and put back into place after mining.

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



- d. Re-vegetation of the property shall include seeding with a mixture approved by city staff accompanied by a nurse crop or approved mulch. The vegetation established for the reclamation must be maintained until it is self-sufficient.
- e. Contours, finished grades, details of erosion control methods, and settling ponds, shall comply with the plans submitted and the City ordinance at the time of reclamation. Additional measures as determined by city staff may be required.

10. Traffic:

- a. Except for localized jobs, traffic through Elk River associated with the Operation shall be limited to U.S. Highway 10 and 169. The Operator will route traffic from the Operation to 225<sup>th</sup> Ave NW west to the Highway 169 interchange as directed by the Minnesota Department of Transportation or the City of Elk River.
- b. The number of trucks per day is limited to 35 unless prior approval is given by the Environmental Administrator for special cases.
- c. As deemed necessary by the Minnesota Department of Transportation and the City of Elk River, any required improvements to the highway intersection must be constructed prior to the operation of the HMA.
- d. As deemed necessary by the City of Elk River, any required improvements to 225<sup>th</sup> Ave NW must be constructed prior to the operation of the HMA.

11. Dust Control:

- a. A permit from MPCA regarding air emissions shall be obtained when required and particulate emission standards shall be met by the operation. This permit and all other correspondence between the Operator and MPCA shall be copied to the City.
- b. All equipment shall be located as to reduce dust to adjacent properties.
- c. A water truck shall be on site at all times when mining activities are taking place to control dust as necessary. Chemicals shall not be used for dust control.
- d. A minimum of 100 feet must be paved from 225<sup>th</sup> Ave NW into the pit.
- e. The City reserves the right to require additional measures to be taken, if warranted by dust problems, including but not limited to reducing stockpile heights.

12. All mineral excavation, processing, and sales activities shall be conducted between the normal hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

13. Noise:

- a. As deemed necessary by city staff, noise from screening and crushing associated with this operation shall be controlled by equipment location on site, the erection of sound barriers, the placement of stockpiles, and the type of equipment used.
- b. Noise levels associated with this operation shall at no time exceed State standards.
- c. The City reserves the right to require additional measures be taken, if warranted by noise.

14. Lighting from the Operation shall be directed away from adjacent residential property. Glare, whether directed or reflected as different from general illumination, shall not be visible beyond the limits of the immediate site. All sources of artificial light shall be so fixed, directed, designed, or sized that the minimum subtotal of their illumination shall not increase the level of the illumination on nearby residential property by more than .1 foot candles in or within twenty-five (25) feet of a dwelling, or more than 0.5 foot candles on any part of the adjacent property.

15. The piling, storing, or keeping of old machinery, junk, debris, or abandoned motor vehicles, shall be prohibited on this site, with the exception that reusable parts may be stored on the mineral excavation site provided that it is in a location that cannot be viewed from adjacent properties or is totally screened.

16. Mining activities shall not cause excessive vibration off site. If excessive vibration becomes an issue, the City reserves the right to take appropriate measures to alleviate the problem.

17. Groundwater protection measures shall include:

- a. The Operator shall file with the City an Emergency Spill Prevention and Counter Control Plan and a Storm Water Pollution Prevention Plan as may be required by other governmental entities. The Operator shall adhere to these plans in the event there is a spill.
- b. The Operator shall provide the Fire Department with a copy of their flammable or hazardous materials.
- c. Fuel tanks shall be above ground, properly diked (if required by law), and registered with MPCA.
- d. All incidences that have the potential to adversely affect groundwater, including but not limited to spills, shall be verbally reported to the City within 24 hours. This verbal notification shall be followed up in writing within four (4) working days.
- e. The appropriate storm water permits (NPDES) shall be obtained by the Operator from MPCA and copied to the City.
- f. Stockpiles of recycled asphalt must not be placed in surface water and run-off from these stockpiles shall be directed away from surface waters. Further, the size of the stockpiles is limited to the amount of material that can be used in one year, but need not necessarily be used in one year and can be stored over winter.
- g. The wells located at the site shall be monitored once a year for diesel range organics (DRO). Mining activities shall not take place closer to groundwater levels than indicated in the plans submitted without amending this conditional use permit. However, if mining is proposed to occur below the water table in the future, the above-referenced wells shall be monitored for DRO prior to excavation activities commencing and after their cessation each year. Further, in the event of a spill, appropriate water tests (as determined by the city) will be taken until the spill is deemed clean by the city.
- h. Except for minor repairs, maintenance of vehicles and equipment shall take place in the operator's shop. The operator shall have an approved hazardous waste license for this facility and properly dispose of all waste.
  - i. A minimum of a two-celled system to recycle water from the wash operation shall be utilized.
  - j. Water usage by mining activities shall not adversely affect adjacent wells. Mitigation measures may include, but are not limited to, curtailing of pumping activities until water levels return.
18. Signage for the operation shall be that which is permitted for an industrial operation in a medium industrial zone, with the exception that billboards are not allowed.
19. The operator shall fence the entire perimeter of the site with a four (4) foot high fence with support post every ten (10) feet.
20. Cutting of trees between April 15 and July 15 is prohibited. The Operator shall take other measures deemed appropriate by the Sherburne County Forester to control oakwilt, such as, but not limited to: debarking or destroying fallen diseased trees prior to April 15<sup>th</sup>, not leaving roots exposed and avoiding mechanical damage to remaining trees.
21. The Operator shall erect berms adjacent to 225<sup>th</sup> Ave NW as required by the City of Elk River.
22. Other Permits:
  - a. The Operator shall obtain all state and federal permits appropriate to their operation and file copies of said permits with the City.
  - b. All shingles must be managed in accordance with Minnesota Rules 7035.2860 – Beneficial Use of Solid Waste. Compliance documentation shall be submitted to the City prior to continued storage or processing of such materials.
23. Roadways must be kept free of tracked material. Tracking Best Management Practices (BMPs) shall be adjusted as necessary to prevent debris from entering public roadways. If any material is tracked onto the roadway, it must be removed through street sweeping activities.
24. A daily log of inspection and sweeping activities must be maintained and made available for city review.
25. A cattle grate shall be placed between the street and the security gate along with pavement from the grate to the street.
26. If mining operations expand east of the current footprint, an updated wetland delineation report shall be submitted for review and approval prior to further expansion.

## 27. Gravel wash operations:

- a. Identify and/or confirm the location of nearby groundwater wells (groundwater receptors) and surface water receptors on and immediately surrounding the mining and gravel washing operation and document their proximity to the washing operations on a map.
- b. Install a water table monitoring well or wells at the site and generally between the washing operation and the nearby groundwater receptor(s). Survey the monitoring well(s) for horizontal and vertical control and identify their location on a site map.
- c. Measure and record water elevations at the monitoring well(s) within approximately one week of initiating pumping of water from the dug pit for washing, mid-way during washing and within one week upon cessation of washing operations.
- d. Conduct water quality testing of samples collected from monitoring well(s) for diesel range organics (DRO), BETX, pH (field), temperature (field) and specific conductance (field) prior to and at the cessation of washing operations on an annual basis.
- e. In the event of a spill, washing operations should be terminated until such time that the extent and potential impact of the spill can be determined through testing as determined necessary by the City.

### **Background/Discussion**

Knife River has applied for a Conditional Use Permit (CUP) to expand the existing gravel mining boundary to include an additional 3.7 acres located in the northwest corner of the subject property. The proposed expansion area is outside of the designated mining district but is contiguous with the existing gravel pit operations. A minor addition like this is acceptable under state regulations.

The subject property is surrounded by mining activities, a landfill, and one residential property. The proposed expansion is intended to incorporate additional land into the existing mining operation without introducing new operational components or materials.

Existing vegetation located outside the proposed mining boundary will remain undisturbed. Screening for the expansion area will match the standards and requirements currently applied to the existing mining area.

No additional building materials or operational processes are proposed as part of this expansion. The request is limited to the extension of the mining boundary to allow continued gravel extraction within the additional 3.7-acre area.

### **Planning Commission**

Staff received an email for the public hearing and shared that with a Commission and addressed the comments and concerns during the meeting. A copy of that email is attached.

The Commission asked the applicant about material tracking, sweeping activities, and right-turn movements exiting the site. Luci Snowden, representing the applicant, stated that the roadway is swept as needed and indicated the company would be willing to install a cattle grate and/or additional pavement if desired by the city. She further explained that all Knife River drivers are instructed to turn left when exiting the property, and that right turns are generally associated with customers or equipment rental traffic. Staff noted that neither the existing nor the proposed conditions require 100 percent of vehicles to turn left upon exiting the site.

The Commission requested that Condition No. 23 be amended to require that a log of all site inspections and sweeping activities be maintained and made available for City review. The Commission also directed staff to evaluate the most effective method, installation of a cattle grate and/or additional paving, to further reduce

material tracking onto the public roadway. Based on staff's review, it has been determined that installing an additional cattle grate, along with paving from the grate to the street, is the most effective solution to minimize tracking.

With the recommended amendments to the conditions of approval, the Commission unanimously recommended approval of the request.

No additional public comments have been received since the meeting.

The applicant did share their plan (see attachment) for the pile of shingles stored on site for 10+ years. The state requires stockpiled shingles to be used within three years. While the process of converting the pile of shingles into a usable road base should be completed this year, they are requesting a three-year approval to allow for potential breakdowns, weather, or other unforeseen situations. The Council should discuss their proposal and amend the recommended conditions if needed.

### **Financial Impact**

None

### **Mission/Policy/Goal**

Ethical, efficient, and responsible.

### **Attachments**

1. Location Map
2. Cattle Grate Exhibit
3. Knife River Shingle Letter
4. Planning Commission Staff Report dated February 24, 20256
5. Public Comment Email



# Project Location Map

Knife River

Conditional Use Permit

Case No: CU 26-01



225th Ave

Add Pavement from Gate to Street

Add additional Cattle Gate

Existing Gate



---

4787 Shadowwood Dr NE  
Sauk Rapids, MN 56379  
(320) 251-9472

March 10, 2026

RE: Knife River Ernie Toth pit Shingle Management Plan

To comply with Minnesota standing beneficial use rules for management of shingles, which require utilization within three years, the following actions will be taken:

Existing shingles will be processed (crushed/ground) and mixed with appropriate amount of aggregate materials (sand, rock) to formulate a road base material. Minnesota rule allow shingles to be used in road base materials. This road base material will be marketed and sold to customers. Within three years it is anticipated the current volume of shingles will be processed into this saleable product.

If you should require further information, please do not hesitate to give me a call.

Sincerely,

Steff Basgaard  
State Environmental Mgr.  
Knife River  
Mobile: 218-766-9787



# Request for Action

**To**  
Planning Commission

**Item Number**  
5.1

**Meeting Date**  
February 24, 2026

**Prepared By**  
Chris Leeseberg, Senior Planner

**Item Description**  
Conditional Use Permit: Mineral Extraction  
Boundary Expansion, Knife River - 11650 225th Ave  
NW

**Reviewed by**  
Zack Carlton

## Action Requested

Recommend, by motion, approval of the Conditional Use Permit with the following conditions:

1. This Conditional Use Permit authorizes mineral excavation (gravel) and the operation of a washing plant.
2. All mineral excavation and processing operations on the property shall comply with the City's Mineral Excavation, Zoning and other applicable ordinances; with the terms of this Conditional Use Permit agreement and the license agreement to be executed by the City and Operator; with the City of Elk River's Environmental Impact Statement on Mineral Excavation; and with the application materials and plans submitted by the Operator, which plans and materials are the basis for the City's approval of the Conditional Use Permit.
3. The Operator shall orally notify the City of any violations of this permit within 24 hours and follow this with notification in writing within four (4) working days of the violation. The Operator shall notify the City annually in writing of the total area and amount of material mined and projected estimates of area and amount of material to be mined in the following year. This is to be done at the time of license renewal.
4. The license shall be renewed annually and shall run from June 1<sup>st</sup> through May 31<sup>st</sup>. The annual license fee is that which is specified by the Elk River City Council at the time of renewal. This license fee is not in lieu of gravel tax collected by the County, a portion of which the City receives.
5. Violations of this Conditional Use Permit may result in suspension or revocation.
6. The City Environmental Administrator and/or his/her agents shall be permitted to inspect the Operation for compliance with the conditions of this permit during normal hours of operation.
7. The City's approval of this Conditional Use Permit is subject to the approval of appropriate permits by other governmental agencies.
8. No explosives shall be allowed for this operation.
9. Reclamation:
  - a. Reclamation shall be implemented on an annual basis pursuant to the reclamation plans submitted by the Operator.
  - b. Each year a plan for that year's reclamation shall be approved by the Environmental Administrator prior to issuance of the annual mineral excavation license.
  - c. The reclamation shall include topsoil from the site being preserved and put back into place after mining.

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



- d. Re-vegetation of the property shall include seeding with a mixture approved by city staff accompanied by a nurse crop or approved mulch. The vegetation established for the reclamation must be maintained until it is self-sufficient.
- e. Contours, finished grades, details of erosion control methods, and settling ponds, shall comply with the plans submitted and the City ordinance at the time of reclamation. Additional measures as determined by city staff may be required.

10. Traffic:

- a. Except for localized jobs, traffic through Elk River associated with the Operation shall be limited to U.S. Highway 10 and 169. The Operator will route traffic from the Operation to 225<sup>th</sup> Ave NW west to the Highway 169 interchange as directed by the Minnesota Department of Transportation or the City of Elk River.
- b. The number of trucks per day is limited to 35 unless prior approval is given by the Environmental Administrator for special cases.
- c. As deemed necessary by the Minnesota Department of Transportation and the City of Elk River, any required improvements to the highway intersection must be constructed prior to the operation of the HMA.
- d. As deemed necessary by the City of Elk River, any required improvements to 225<sup>th</sup> Ave NW must be constructed prior to the operation of the HMA.

11. Dust Control:

- a. A permit from MPCA regarding air emissions shall be obtained when required and particulate emission standards shall be met by the operation. This permit and all other correspondence between the Operator and MPCA shall be copied to the City.
- b. All equipment shall be located as to reduce dust to adjacent properties.
- c. A water truck shall be on site at all times when mining activities are taking place to control dust as necessary. Chemicals shall not be used for dust control.
- d. A minimum of 100 feet must be paved from 225<sup>th</sup> Ave NW into the pit.
- e. The City reserves the right to require additional measures to be taken, if warranted by dust problems, including but not limited to reducing stockpile heights.

12. All mineral excavation, processing, and sales activities shall be conducted between the normal hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.

13. Noise:

- a. As deemed necessary by city staff, noise from screening and crushing associated with this operation shall be controlled by equipment location on site, the erection of sound barriers, the placement of stockpiles, and the type of equipment used.
- b. Noise levels associated with this operation shall at no time exceed State standards.
- c. The City reserves the right to require additional measures be taken, if warranted by noise.

14. Lighting from the Operation shall be directed away from adjacent residential property. Glare, whether directed or reflected as different from general illumination, shall not be visible beyond the limits of the immediate site. All sources of artificial light shall be so fixed, directed, designed, or sized that the minimum subtotal of their illumination shall not increase the level of the illumination on nearby residential property by more than .1 foot candles in or within twenty-five (25) feet of a dwelling, or more than 0.5 foot candles on any part of the adjacent property.

15. The piling, storing, or keeping of old machinery, junk, debris, or abandoned motor vehicles, shall be prohibited on this site, with the exception that reusable parts may be stored on the mineral excavation site provided that it is in a location that cannot be viewed from adjacent properties or is totally screened.

16. Mining activities shall not cause excessive vibration off site. If excessive vibration becomes an issue, the City reserves the right to take appropriate measures to alleviate the problem.

17. Groundwater protection measures shall include:

- a. The Operator shall file with the City an Emergency Spill Prevention and Counter Control Plan and a Storm Water Pollution Prevention Plan as may be required by other governmental entities. The Operator shall adhere to these plans in the event there is a spill.
- b. The Operator shall provide the Fire Department with a copy of their flammable or hazardous materials.
- c. Fuel tanks shall be above ground, properly diked (if required by law), and registered with MPCA.
- d. All incidences that have the potential to adversely affect groundwater, including but not limited to spills, shall be verbally reported to the City within 24 hours. This verbal notification shall be followed up in writing within four (4) working days.
- e. The appropriate storm water permits (NPDES) shall be obtained by the Operator from MPCA and copied to the City.
- f. Stockpiles of recycled asphalt must not be placed in surface water and run-off from these stockpiles shall be directed away from surface waters. Further, the size of the stockpiles is limited to the amount of material that can be used in one year, but need not necessarily be used in one year and can be stored over winter.
- g. The wells located at the site shall be monitored once a year for diesel range organics (DRO). Mining activities shall not take place closer to groundwater levels than indicated in the plans submitted without amending this conditional use permit. However, if mining is proposed to occur below the water table in the future, the above-referenced wells shall be monitored for DRO prior to excavation activities commencing and after their cessation each year. Further, in the event of a spill, appropriate water tests (as determined by the city) will be taken until the spill is deemed clean by the city.
- h. Except for minor repairs, maintenance of vehicles and equipment shall take place in the operator's shop. The operator shall have an approved hazardous waste license for this facility and properly dispose of all waste.
  - i. A minimum of a two-celled system to recycle water from the wash operation shall be utilized.
  - j. Water usage by mining activities shall not adversely affect adjacent wells. Mitigation measures may include, but are not limited to, curtailing of pumping activities until water levels return.
18. Signage for the operation shall be that which is permitted for an industrial operation in a medium industrial zone, with the exception that billboards are not allowed.
19. The operator shall fence the entire perimeter of the site with a four (4) foot high fence with support post every ten (10) feet.
20. Cutting of trees between April 15 and July 15 is prohibited. The Operator shall take other measures deemed appropriate by the Sherburne County Forester to control oakwilt, such as, but not limited to: debarking or destroying fallen diseased trees prior to April 15<sup>th</sup>, not leaving roots exposed and avoiding mechanical damage to remaining trees.
21. The Operator shall erect berms adjacent to 225<sup>th</sup> Ave NW as required by the City of Elk River.
22. Other Permits:
  - a. The Operator shall obtain all state and federal permits appropriate to their operation and file copies of said permits with the City.
  - b. All shingles must be managed in accordance with Minnesota Rules 7035.2860 – Beneficial Use of Solid Waste. Compliance documentation shall be submitted to the City prior to continued storage or processing of such materials.
23. Roadways must be kept free of tracked material. Tracking Best Management Practices (BMPs) shall be adjusted as necessary to prevent debris from entering public roadways. Any material tracked onto the roadway must be removed through daily sweeping.
24. An additional cattle grate shall be placed between the street and the security gate, and the operator must ensure all vehicles exit this site only after crossing this cattle grate.
25. If mining operations expand east of the current footprint, an updated wetland delineation report shall be submitted for review and approval prior to further expansion.
26. Gravel wash operations:

- a. Identify and/or confirm the location of nearby groundwater wells (groundwater receptors) and surface water receptors on and immediately surrounding the mining and gravel washing operation and document their proximity to the washing operations on a map.
- b. Install a water table monitoring well or wells at the site and generally between the washing operation and the nearby groundwater receptor(s). Survey the monitoring well(s) for horizontal and vertical control and identify their location on a site map.
- c. Measure and record water elevations at the monitoring well(s) within approximately one week of initiating pumping of water from the dug pit for washing, mid-way during washing and within one week upon cessation of washing operations.
- d. Conduct water quality testing of samples collected from monitoring well(s) for diesel range organics (DRO), BETX, pH (field), temperature (field) and specific conductance (field) prior to and at the cessation of washing operations on an annual basis.
- e. In the event of a spill, washing operations should be terminated until such time that the extent and potential impact of the spill can be determined through testing as determined necessary by the City.

### **Background/Discussion**

Knife River has applied for a Conditional Use Permit (CUP) to expand the existing gravel mining boundary to include an additional 3.7 acres located in the northwest corner of the subject property. The proposed expansion area is outside of the designated mining district but is contiguous with the existing gravel pit operations. A minor addition like this is acceptable under state regulations.

The subject property is surrounded by mining activities, a landfill, and one residential property. The proposed expansion is intended to incorporate additional land into the existing mining operation without introducing new operational components or materials.

Existing vegetation located outside the proposed mining boundary will remain undisturbed. Screening for the expansion area will match the standards and requirements currently applied to the existing mining area.

No additional building materials or operational processes are proposed as part of this expansion. The request is limited to the extension of the mining boundary to allow continued gravel extraction within the additional 3.7-acre area.

### **Applicable Regulations**

1. *Will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.*

The proposed expansion will not endanger, injure, or detrimentally affect surrounding properties or the public health, safety, comfort, or general welfare of the community. The site is located within an area characterized primarily by industrial-scale mining and landfill operations, which minimizes potential land-use conflicts. Existing screening requirements will be extended to the expansion area to maintain consistency with current mitigation measures.

2. *Will be consistent with the comprehensive plan.*

The proposed expansion is consistent with the Comprehensive Plan, which recognizes ongoing aggregate extraction activities in this area. The expansion represents a logical continuation of an established mining operation rather than the introduction of a new or incompatible use.

3. *Will not impede the normal and orderly development and improvement of surrounding vacant property.*

The expansion will not impede the normal and orderly development of surrounding vacant properties. Given the surrounding land uses, including existing mining operations and landfill activities, the continued operation of the gravel pit is consistent with the existing land-use pattern and anticipated development character of the area.

4. *Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.*

The proposed expansion will be adequately served by existing public facilities and services. No additional structures or significant operational changes are proposed that would increase demands on public infrastructure. Traffic patterns and volumes are anticipated to remain consistent with current operations and are not expected to create congestion or interfere with adjacent public roadways.

The city has had numerous complaints about the tracking of gravel and other materials from the site onto the city street. Staff recommend adding an additional cattle grate between the street and the security gate, and requiring all vehicles to exit this site only after crossing this cattle grate.

5. *Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations.*

The expansion does not introduce new processes, materials, or equipment beyond those already associated with the existing gravel mining operation. As such, operational impacts related to traffic, noise, dust, vibration, or other potential nuisances are expected to remain consistent with current approved operations and within acceptable regulatory limits.

Staff previously requested a management plan for the disposal of shingles currently stored on site. This plan has not yet been received. All shingles must be managed in accordance with Minnesota Rules 7035.2860 – Beneficial Use of Solid Waste. Compliance documentation shall be submitted to the City prior to continued storage or processing of such materials.

6. *Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.*

A Technical Evaluation Panel (TEP) review determined that no wetlands are present within the proposed expansion area. Therefore, the project will not result in the destruction, loss, or damage of natural features of major importance based on available environmental review information.

While the TEP determined that no wetlands are present within the proposed expansion area, if mining operations expand east of the current footprint, an updated wetland delineation report shall be submitted for review and approval prior to further expansion.

7. *Will fully comply with all other requirements of this Code, including any applicable requirements and Standards for the issuance of a license or permit to establish and operate the proposed use in the city.*

The proposed use will comply with all applicable city code requirements and regulatory standards governing mining operations. Conditions of approval are recommended to ensure continued compliance with state regulations and local operational standards.

Based on the findings outlined above, staff recommends approval of the Conditional Use Permit to expand the existing gravel mining boundary by 3.7 acres, subject to the conditions.

**Financial Impact**

None

**Mission/Policy/Goal**

Explain how this meets the city's mission, current policies and/or council goals Ethical, efficient, and responsible.

**Attachments**

1. CU 26-01 Location Map
2. Proposed Mining Plan
3. Application Information



# Project Location Map

Knife River

Conditional Use Permit

Case No: CU 26-01



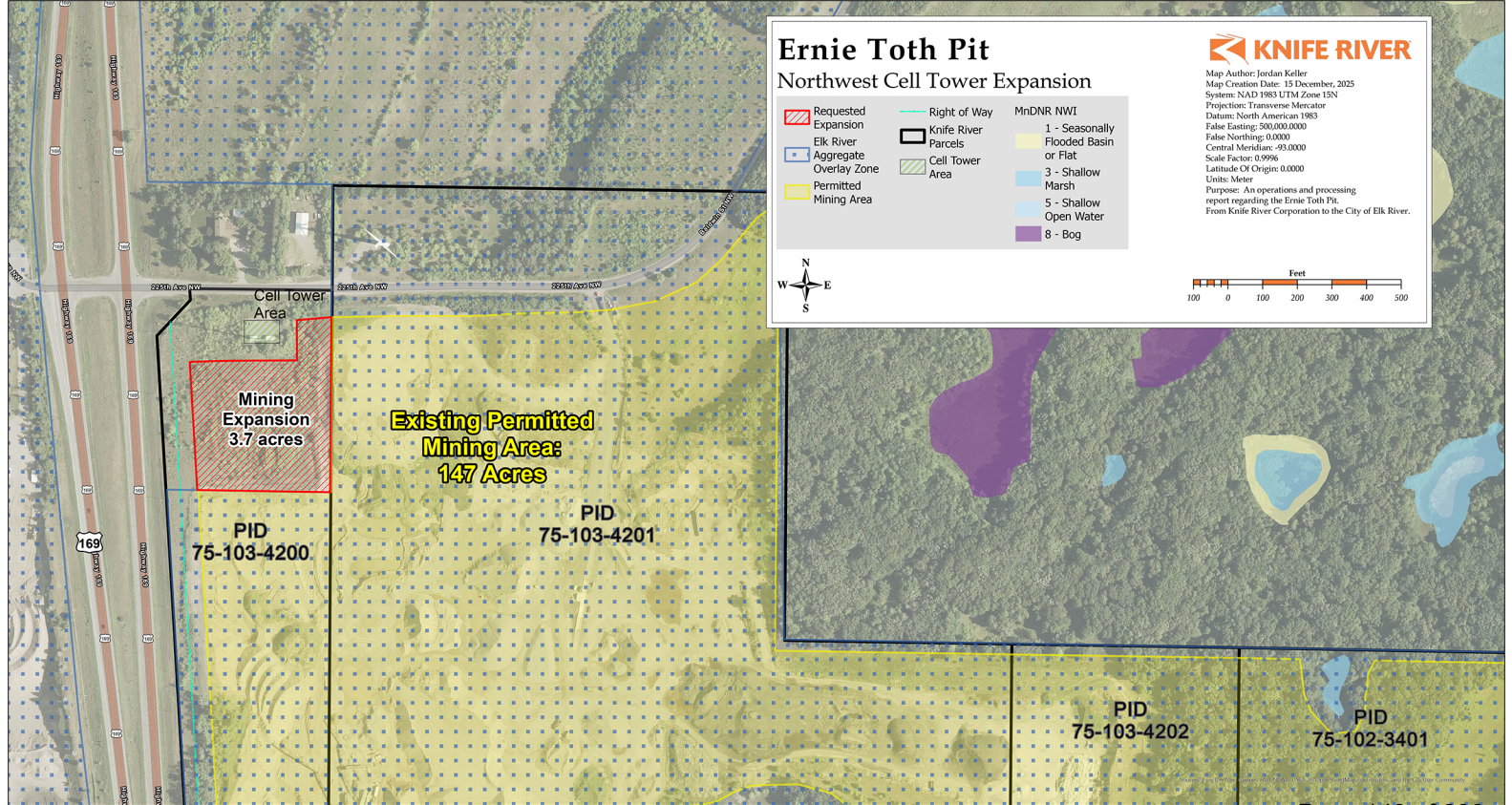
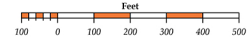
# Ernie Toth Pit

## Northwest Cell Tower Expansion



Map Author: Jordan Keller  
 Map Creation Date: 15 December, 2025  
 System: NAD 1983 UTM Zone 15N  
 Projection: Transverse Mercator  
 Datum: North American 1983  
 False Easting: 500,000.0000  
 False Northing: 0.0000  
 Central Meridian: -93.0000  
 Scale Factor: 0.9996  
 Latitude Of Origin: 0.0000  
 Units: Meter  
 Purpose: An operations and processing report regarding the Ernie Toth Pit.  
 From Knife River Corporation to the City of Elk River.

- |                                  |                     |                                      |
|----------------------------------|---------------------|--------------------------------------|
| Requested Expansion              | Right of Way        | MndNR NWI                            |
| Elk River Aggregate Overlay Zone | Knife River Parcels | 1 - Seasonally Flooded Basin or Flat |
| Permitted Mining Area            | Cell Tower Area     | 3 - Shallow Marsh                    |
|                                  |                     | 5 - Shallow Open Water               |
|                                  |                     | 8 - Bog                              |



<b>Legal Description of Property</b>	
That part of the East Half of the Southwest Quarter (E ½SW¼) lying East of US Highway 169 in Section Three (3), Township Thirty-three (33), Range Twenty-six (26), Sherburne County, Minnesota, less and except that part of the Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section Three (3), Township Thirty-three (33), Range Twenty-six (26), East of the Highway No. 169 and North of the center line of township road, according to the United States Government Survey thereof and situate in Sherburne County, Minnesota.	
The narrative is your opportunity to describe, promote, and sell your proposal to the Planning Commission and/or City Council before the meeting(s). Please fill in the following information <i>explaining</i> your request in detail ( <i>type N/A if not applicable</i> ). Describe the scope of your project (what is being proposed)? <i>For example: we are proposing the construction of a new daycare facility or, to allow for a motor vehicle sales office with motor vehicle repairs in X-square feet of the existing building.</i>	
Knife River is requesting the mining boundary in the existing E Toth gravel pit be expanded to include an additional 3.7 acres in the northwest corner of the property.	
Hours of Operation	No change requested
Number of Employees	No change requested
Number of parking stalls required by ordinance: <a href="#">City Ordinance Section 30-903</a> outlines these requirements.	No change requested
Number of existing and proposed parking stalls	No change requested
If screening, not associated with outdoor storage, is being proposed, what will it consist of?	Existing vegetation outside of the proposed mining boundary will remain. Screening will match that required for the existing portion of the parcel that is currently included in the mining area.
What are the proposed building materials? <i>The required building materials vary from zoning district to zoning district.</i>	There will be no additional building materials used as part of the gravel mining in the proposed 3.7 acre addition.
Is outdoor storage being proposed? If yes, detail what is being stored, how much/many, and what is the proposed screening? <a href="#">City Ordinance Section 30-807</a> outlines these requirements.	No change requested

**From:** [Melanie Curtis](#)  
**To:** [Chris Leeseberg](#)  
**Cc:** [Todd Curtis](#); [Miranda Flatten](#)  
**Subject:** Public Comment on Knife River CUP; Case CU 26-01  
**Date:** Monday, February 23, 2026 11:24:06 AM

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You don't often get email from melanie.c.curtis@gmail.com. [Learn why this is important](#)

**Re: Public Hearing – Case No. CU 26-01**

**Proposed Expansion of Knife River Mining Operation (Ernie Toth Pit), 225th Avenue, Elk River**

I am writing in response to the public hearing notice for Case No. CU 26-01 regarding the proposed expansion of Knife River's mining operation at the Ernie Toth pit off 225th Avenue in Elk River.

My comments primarily concern traffic safety, regulatory compliance, and ongoing operational impacts at the pit entrance and the intersection of 225th Avenue and Highway 169.

**1. Traffic Safety, Access, and Increased Truck Volume**

My neighbors and I have consistently raised concerns regarding gravel truck traffic and roadway safety. In 2024, following a [tragic fatality](#) at the 225th Avenue/Highway 169 intersection, residents contacted the City of Elk River, the Minnesota Department of Transportation, and other relevant agencies regarding safety improvements. Since the removal of controlled intersections and traffic signals along Highway 169, access onto 169 from 225th Avenue has become increasingly difficult and unpredictable. While regional traffic flow may have improved, local access has become more challenging and hazardous.

Importantly, the improvements that were made at this intersection to support the landfill and gravel operations — including the widened crossover, acceleration lanes, and turn lanes — make this the safest access point for our neighborhood and for many of the neighborhoods north of us. We do not want this intersection removed. We want it to remain open and to be made safer through appropriate operational controls and enforcement.

At the same time, we have experienced a substantial increase in gravel truck traffic along 225th Avenue during the construction season. Truck traffic has extended north along 112th Street NW into Livonia Township.

Under the original Conditional Use Permit (CUP) issued to Bauerly Brothers in 1997 (CU 97-02), and subsequent CUP approvals, a condition of operation required trucks to access Highway 169 via 225th Avenue and prohibited routing north via 112th Street NW. Despite this condition, trucks are routinely observed traveling north on 225th/112th.

In addition, the sheer number of daily vehicle trips to and from the site is excessive. Residents attempting to access Highway 169 frequently must wait behind five to eight side-dump trucks at the intersection. During that time, additional trucks enter or exit the site, often traveling north. It can take 10–15 minutes to access Highway 169. Combined with the continuous stream of traffic on Highway 169, travel times have become unpredictable and increasingly hazardous.

The 2009 CUP (CU 09-14) imposed a condition limiting the number of “trucks per day.” City staff have explained that this limits the number of individual trucks accessing the site, not the number of vehicle trips per day. This distinction is significant. A limitation on individual trucks does not meaningfully restrict total traffic volume if those trucks make multiple trips per day.

I respectfully request clarification on the following:

- Is compliance with the truck limitation currently being tracked?
- If so, what methodology is being used?

- Why is the limitation not structured around total vehicle trips per day?

A vehicle trip limitation would more accurately reflect and mitigate the real-world traffic impacts experienced by residents.

## **2. Unsafe Driving Behavior**

Residents have observed gravel trucks:

- Rolling through or disregarding the stop sign at the pit entrance, and when accessing Highway 169 northbound;
- Crossing Highway 169 to access the southbound lanes without stopping at the 225th/169 stop sign.

This behavior is unsafe and reckless. While a mirror has been installed at the pit entrance to improve visibility, it has also made it easier for trucks to exit without fully stopping.

Given the prior fatality at this intersection and the increasing difficulty of accessing Highway 169, strict enforcement of traffic control compliance is essential.

## **3. Roadway Debris and Environmental Concerns**

Nearby roads, the highway, and the crossover are frequently covered with sand, gravel, and mud tracked from the site. This accumulation creates safety hazards for motorists and environmental concerns for nearby properties. Although roadway sweeping has occasionally occurred following complaints, sweeping often stirs up dust that resettles on 225<sup>th</sup> Avenue. Whereas debris on the crossover, turn lanes, and acceleration lanes is not swept and is sometimes left for days.

Closer monitoring and a more effective mitigation strategy are needed. Potential solutions previously discussed included:

- Installation of a cattle grid at the site entrance to reduce material tracking;
- A formalized street sweeping and maintenance agreement;
- Ensuring that all truck loads are properly covered before leaving the site.

I request clarification as to whether these measures were required, implemented, and are currently being monitored.

## **4. Compliance with City Code**

City Code §42-53 states:

*“The council shall issue an extraction license only upon a finding that the proposed extraction activities will comply with the standards and requirements set forth in this article and will not be dangerous or otherwise detrimental to persons residing or working in the vicinity thereof, or to the public health, safety or welfare, and will not impair the use, enjoyment or value of any neighboring property. The council, in its discretion, may attach conditions to protect the public health, safety and welfare, to avoid traffic congestion or hazard, or to promote conformity of a proposed use with the character of adjoining property and uses.”*

The issuance of an extraction license necessarily reflects a determination that operational conditions can and will be met. There should also be an ongoing expectation that those conditions continue to be satisfied.

With each annual license review, and particularly with new CUP applications, the City has the authority and responsibility to ensure compliance and to impose additional reasonable conditions where necessary to protect public safety.

Residents have repeatedly provided written and in-person comments urging enforcement and the addition of appropriate conditions. It is my understanding that no new conditions were recommended by staff in connection with the previous CUP request in 2024. Given the documented traffic volume, safety concerns, and operational issues, additional conditions appear warranted and appropriate.

The current operational impacts raise serious concerns regarding traffic congestion, roadway safety, debris management, and compliance with existing permit conditions.

Before approving any expansion, the City should:

- Verify and publicly report compliance with existing CUP conditions;
- Reassess truck limitations to focus on total vehicle trips per day;
- Enforce routing restrictions;
- Maintain and improve safe access at the 225th/Highway 169 intersection rather than consider removal;
- Implement stronger debris mitigation measures; and
- Ensure consistent monitoring and enforcement.

Thank you for the opportunity to provide these comments. Please acknowledge receipt.

Melanie Curtis

10988 235<sup>th</sup> Avenue NW, Elk River



# Request for Action

**To**  
City Council

**Item Number**  
8.1

**Meeting Date**  
March 16, 2026

**Prepared By**  
Zack Carlton, Community Development Director

**Item Description**  
Conditional Use Permit: Educational Institution,  
Good Shepherd Lutheran High School — 630  
Freeport Ave NW

**Reviewed by**  
Chris Leeseberg  
Cal Portner  
Jolene Richter

## Action Requested

Continue the review of the resolution making Findings of Fact denying the CUP application to April 6, 2026.

## Background/Discussion

On March 2, 2026, the City Council reviewed the applications from Good Shepherd Lutheran High School to amend the ordinance, allowing Educational Institutions in the MU-ERP district, and a CUP to approve the school use.

After holding a public hearing, the resulting vote on a motion to approve the ordinance amendment was a 2-2 tie. Without a vote approving the amendment, the CUP was required to be denied as the use was not allowed in the district. The City Council then directed staff to prepare a resolution making Findings of Fact denying the CUP application.

Staff needs additional time to prepare the resolution and request that the City Council continue the discussion to April 6, 2026.

## Financial Impact

None

## Mission/Policy/Goal

Reflect the culture of citizens and what is important.

## Attachments

None

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



# Request for Action

**To**  
City Council

**Item Number**  
8.2

**Meeting Date**  
March 16, 2026

**Prepared By**  
Zack Carlton, Community Development Director

**Item Description**  
Select Consultant for the 2026 Zoning, Development Code, and General Ordinance Update

**Reviewed by**  
Cal Portner  
Jolene Richter

### Action Requested

Approve, by motion, the selection of Bolton and Menk for the 2026 Zoning, Development Code, and General Ordinance Update.

### Background/Discussion

The 2026 CIP includes planning for a complete review of the city's development code (Chapter 30) as well as a review of the rest of the ordinance to check for consistency and compliance concerns. Submitted proposals were evaluated for their approach, public outreach plans, and response to the RFP project goals.

The city received three qualified proposals ranging between \$140,000 and \$149,875, all of which are below the CIP estimate of \$150,000.

Staff reviewed the proposals and recommends Bolton and Menk due to their clear deliverables, dedicated public engagement team member, project timeline, and experience. Their proposed cost not to exceed \$142,324, is under the approved budget estimate, and they expect the entire project to be completed in the spring of 2027.

The proposal includes a project steering committee to provide guidance between Planning Commission and City Council reviews. Staff would like the council to select one representative to serve on this committee.

### Financial Impact

The not-to-exceed cost is within the \$150,000 budget estimate.

### Mission/Policy/Goal

Appropriately govern in an ever-changing environment.

Ethical, efficient, and responsible.

Support the growth and development of the community.

### Attachments

1. Bolton Menk Proposal for the 2026 Ordinance Update
2. Professional Services Agreement - Bolton and Menk 2026 Ordinance Update

### The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*







**ZONING, SUBDIVISION,  
AND GENERAL ORDINANCE  
UPDATE**

**MARCH 9, 2026**



Real People. Real Solutions.

**Contact:**

Jeff Matzke  
952-295-2024  
jeff.matzke@bolton-menk.com

7533 Sunwood Drive NW | Suite 206  
Ramsey, MN 55303  
763-433-2851 | Bolton-Menk.com



**BOLTON  
& MENK**

Real People. Real Solutions.

7533 Sunwood Drive NW | Suite 206  
Ramsey, MN 55303  
763-433-2851 | Bolton-Menk.com

March 9, 2026

Zack Carlton, AICP  
Community Development Director  
City of Elk River  
13065 Orono Parkway  
Elk River, MN 55330  
zcartlton@ElkRiverMN.gov

RE: Proposal for Zoning, Subdivision, and  
General Ordinance Update

This proposal is valid for 90  
days following the submittal  
date.

Dear Zack,

The City of Elk River has initiated the Zoning, Subdivision, and General Ordinance Update to reflect the city's recently updated Comprehensive Plan, address new laws and regulations, and modernize its development codes and zoning map. This project will require an experienced team with the ability to untangle and update outdated codes and guide productive conversations throughout the process. Like you, Bolton & Menk, Inc. takes great pride in managing projects that help build safe, sustainable, and beautiful communities. We understand what needs to be accomplished for the successful completion of the Zoning, Subdivision, and General Ordinance Update.

**User-Friendly Planning Documents** – We share your vision for zoning and subdivision codes that are intuitive and accessible. As both users and authors of zoning codes, we understand how to design with clarity and usability in mind. By updating lists and text into tables and graphics, we make zoning and subdivision regulations easier to interpret and apply. Our approach considers the needs of all users—residents, property owners, developers, and staff to ensure they can navigate the code with confidence and ease.

**Stakeholder Engagement Expertise** – Successful projects engage the people they affect. Involving stakeholders familiar with the current ordinance is key to identifying issues and opportunities for improvement. With experience in the City of Elk River and surrounding areas, Bolton & Menk brings strong local connections and proven engagement strategies. Our inclusive approach includes local elected officials, developers, and property owners, as well as the staff who implement zoning and subdivision ordinances, ensuring a collaborative and practical outcome.

**Similar Experience** – Over the past several years, our team has worked on numerous zoning code and subdivision ordinance updates throughout the Twin Cities Metro and Greater Minnesota. We specialize in balancing agriculture and natural resources with development. As your project manager, I bring firsthand insight from my time as a City Planner for a Twin Cities Metro community and am currently managing a similar zoning and subdivision update for the City of New Prague.

In continued service to the City of Elk River, we are excited about the opportunity to assist with the Zoning, Subdivision, and General Ordinance Update. I will serve as your lead client contact and project manager. Please feel free to contact me at 952-295-2024 or Jeff.Matzke@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,  
Bolton & Menk, Inc.

Jeff Matzke  
Project Manager

# FIRM OVERVIEW

The Bolton & Menk planning and urban design team helps clients plan and design their futures. We bring a fresh perspective to complex problems, leveraging our relationship-based approach to uncovering contextually driven solutions. For more than 75 years, we have been committed to communities, and our firm has exceptional planning and urban design experience with dozens of municipal and county governments across the Midwest.

**We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen.**

Our commitment to communities began in 1949, serving the needs of municipal clients. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk has more than 1,000 multi-regional employees including a professional staff of more than 300 engineers, planners, landscape architects, and surveyors.

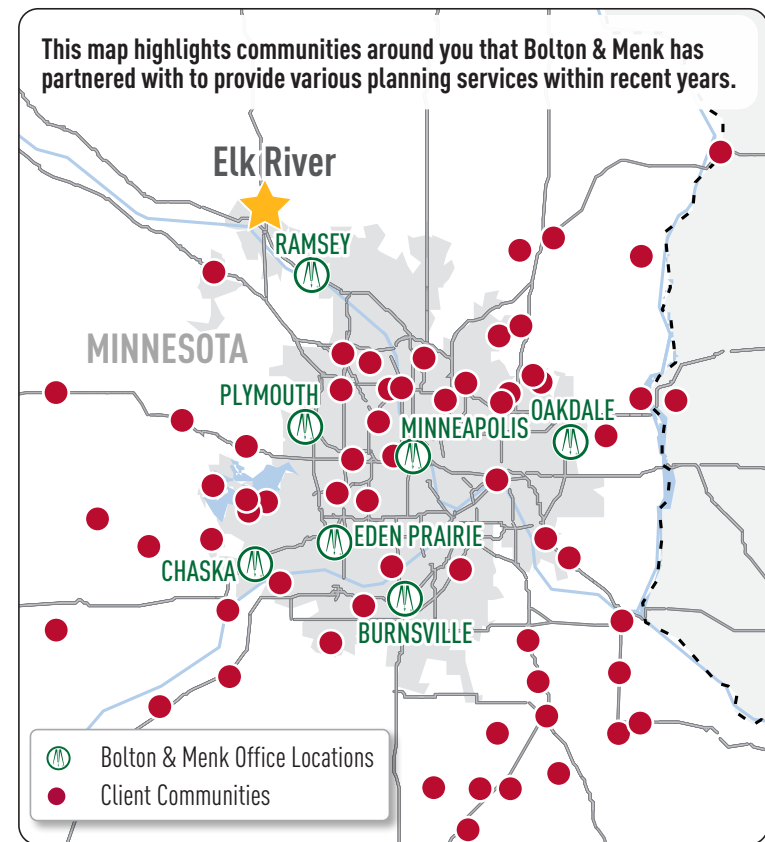
Our dedication to our clients shines through in the work we provide. We are committed to cultivating and delivering exceptional community infrastructure solutions. From advocating for our communities to designing their dreams to finding funding; we take pride in our work because we live here too.

We believe in the power of face-to-face meetings, friendly conversations, and collaborative decision-making to keep your projects on schedule, within budget, and focused on real, workable solutions.

We promise every client two things: **WE'LL WORK HARD FOR YOU AND WE'LL DO A GOOD JOB.** We take a personal interest in the work being done around us and do our part to build a better quality of life for all. At the end of the day, we're Real People offering Real Solutions.

## Services Provided:

- Planning & Urban Design
- Civil/Municipal Planning & Engineering
- Engagement Services
- Water & Wastewater Engineering
- Transportation Planning & Engineering
- Structural Services
- Aviation Services
- Landscape Architecture
- Water Resources Engineering
- Environmental Planning & Permitting
- Construction Administration & Inspection
- Land Surveying
- Geographic Information Systems
- Project Funding Support
- Visual Communications



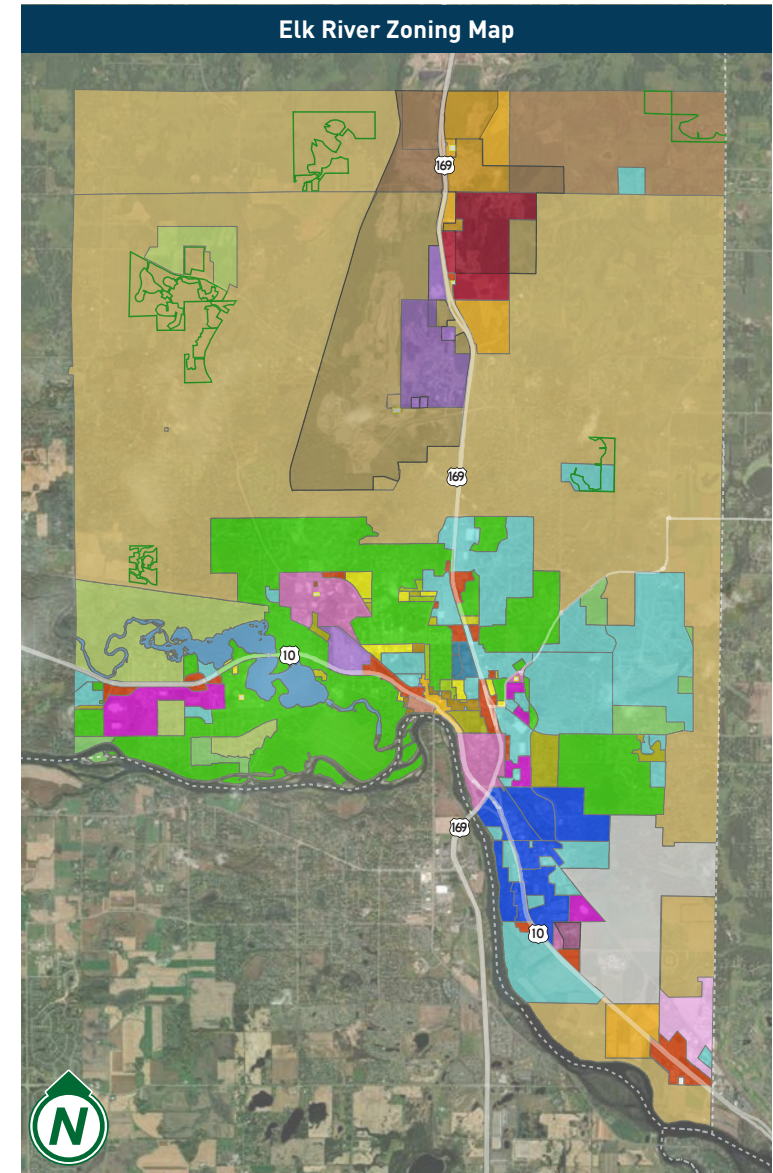
# PROJECT UNDERSTANDING

Elk River's size and history results in a city that spans multiple built and natural forms, histories and desires, opportunities and challenges. This reality requires a balance across the city to ensure that all areas are sufficiently supported with a strong sense of place, and quality of life. The Zoning, Subdivision, and General Ordinance Update should reflect that need of a city-wide balance in both process and outcome.

Zoning guidance for older and built-out portions of the city must balance guidance that remains appropriate to newer and rural portions of the city. Regulations must balance use and design guardrails that aren't overly prescriptive or barriers to positive change. Administrative processes must balance clear and predictable requirements for experienced developers while avoiding burdensome regulations for everyday people. Our experience both in working with Elk River previously, and success in writing codes that must strike this balance, uniquely qualifies us to be your partner for this update.

This initiative is a mix of planning, design, engagement, and implementation, as there are always some active development proposals coinciding with the planning phase of the project. Major elements include:

- » **New Subdivision and Zoning Code** – This will supersede the existing ordinances; it will include updated subdivision process regulations, as well as modernized zoning ordinances.
- » **Potential Zoning District Revisions and Design Standards** – They will remain consistent with recent comprehensive plan guidance, including flexible planned unit development standards, and neighborhood and business mixed-use standards for increased economic vitality.
- » **Incorporation of Innovative Code Techniques** – These solutions can incorporate Bolton & Menk's exclusive [Low Salt Initiative Program](#) applicable for street and parking designs and a hybrid code approach that allows for adaptability between rural and suburban areas of the city.
- » **A Synchronized Code Update** – It will align with state and federal regulations such as shoreline and floodplain codes.
- » **A Coordinated Public Engagement Process** – The process will provide a wide range of opportunities for the community to engage with and influence the outcomes of the process.



# PROJECT APPROACH

## PART 1 - PROJECT KICKOFF AND CITY TOUR

Bolton & Menk will conduct a project kickoff with the city to launch the process. This will include finalizing the schedule, scope of work, goals, and overall approach to the project. A city tour can also be scheduled with city staff to gain further insights into the needs of the project.

## TASK 1: AUDIT, CONSOLIDATION, AND POLICY ANALYSIS

Our team is prepared to take the lead from the onset. We will provide our analysis, recommend changes, and address any issues identified by the staff and city officials. We will be in regular communication, listen with care, and provide solutions—we are committed to helping you successfully complete your goals.

**Regulatory Audit:** Led by our Community Planning experts, we will review existing code documents to understand what elements will need to be updated and replaced in coordination with the 2021 Comprehensive Plan goals. This will include maintaining residential neighborhood character while increasing housing options and encouraging further growth of commercial opportunities within the downtown area and along the Highway 169 corridor. We will also review the 171st Avenue Area Study and the Gravel Mining Land Use, Transportation, and Utility Plan for insights to align subdivision and zoning regulations.

**District Consolidation Study:** Elk River has a variety of identified zoning districts which can be reorganized into a simpler framework of land use categories to be more efficient and user friendly for code implementation. Bolton & Menk has extensive experience with zoning code rewrites that create these efficiencies for growing communities.

**Allowed Use Overhaul:** A full review of the allowed land uses will be performed including consolidation of uses and modernization of outdated land uses. Definitions will be revised for today's industry standards, and a simple land use matrix table will be created for quick reference by city staff and public end users.

**Zoning Map Assessment:** With the guidance of city staff, our team will review existing land use and property conditions to determine context-sensitive approaches for zoning map adjustments and assess contradictions within the

zoning map. This will include an in-depth look at potential redevelopment sites, mixed use and transitional zoning districts, and overlay patterns.

**Alternative Framework Analysis:** Given the nature of Elk River's dual development areas (both rural and suburban), an alternative zoning framework may better serve the community needs for land use progression from one density to another. Infrastructure demands, environmental protections, and economic priorities vary throughout the community from the shores of the Mississippi River and dense downtown development to rural residential zones and mining areas. This favors the potential for a dynamic zoning and subdivision code to remain flexible to each area's needs. We will analyze this option as a tool for the ordinance update.

## TASK 2: COMMUNITY AND STAKEHOLDER ENGAGEMENT

**Participatory Process:** Bolton & Menk will create a community engagement plan identifying tasks that engage residents, businesses, and any other key stakeholders (developers, school district, etc. There is a presumed priority to be creative, engage underrepresented persons, and focus on areas of high public interest or impact. We are prepared to meet in-person for an engagement meeting to review the engagement expectations, options, parameters, resources available, and timeline to maximize feedback efficiently. This will serve to solidify the direction of engagement to create a plan to ensure activities are focused with the resources available.

At a minimum, and provided for within this scope of work, are two recommended in-person community or pop-up events such as at Elk RiverFest or a Farmers Market. The specific event/audience can always be adjusted to meet the community needs.



**Visual Preference Surveys:** We are proposing two web-based StoryMaps utilizing our INPUTiD platform, allowing people to add and respond to comments. An online survey will also be created to garner public feedback for identified changes to the code. One can be scheduled at the onset to inform and receive initial public feedback; a second opportunity can then be scheduled to present identified changes to the public.



**City Stakeholder Interviews:** We believe that input from community stakeholders builds confidence and trust in city regulations. We are planning one stakeholder discussion with local developers/businesses to garner feedback on draft code options. We are also budgeting a total of four work sessions with the planning commission and/or city council to get their input and keep them informed along the way. We believe this will make for a smoother process. Of course, regular check-in meetings with city staff are also key to provide project updates, and we plan a minimum of 20 check-in meetings at varying stages. These meetings can be modified or changed to meet your needs and budget as we finalize the engagement plan with city staff as the project gets underway.

### TASK 3: DRAFTING MODERNIZED DEVELOPMENT STANDARDS

**Refined Development Standards:** Bolton & Menk will draft new code and district language to implement comprehensive plan guidance, comply with state standards, reflect community character, and incorporate innovative best practices for parking, landscaping, architectural, and other design standards. Successfully utilized standards allowing flexible architectural design to encourage commercial

and industrial development, tree and environmental preservation initiatives, and efficient city application review processes are some ideas we can offer for implementation. The extent of revisions to the code (and phasing in these changes) will be determined during the process.

**User-Friendly Drafting:** Our team will ensure the final code document is user-friendly and accessible, including streamlined procedures, graphical representation of codes, and quick reference style guidance for the public.

**Subdivision Standards:** Streamlining the application process can provide greater development project success. We will create a table that identifies the subdivision procedures and timelines. Also, we will categorize subdivision standards to provide clear direction of desired city public improvement needs with future development.

### TASK 4: MAP ALIGNMENT AND FINAL ADOPTION

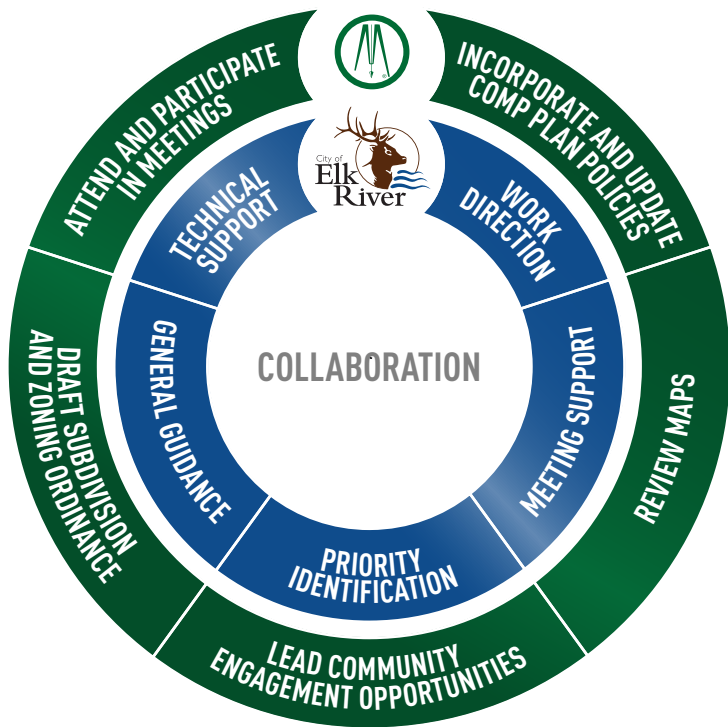
**Zoning Map Update:** Our expert GIS team will draft an updated zoning map with modern graphics in the city’s desired theme that will reflect new district boundaries and other geographic features.

**Unified Adoption Support:** Bolton & Menk will direct the adoption of the final ordinance and zoning map through the formal public hearing process and city approval. We will prepare presentation materials and can direct the public notice process as well.

### KEY DELIVERABLES

#### Part 1: Land Development Regulations

1. Zoning District Diagnostic and Consolidation Memo
2. Modernized Land Use Matrix Table
3. Update to Chapter 30 – LAND DEVELOPMENT REGULATIONS
4. Official Zoning and Land Use Maps: Digital (GIS, dwg, and PDF) and Physical Versions of all Updates
5. Comprehensive Plan Updates (if required)
6. Codes Encouraging Innovative Low Salt ID Initiatives from Bolton & Menk’s Exclusive Program



## PART 2 – ORDINANCE REVIEW FOR CONSISTENCY AND COMPLIANCE

### TASK 5: COMPREHENSIVE AUDIT AND DIAGNOSTIC REPORT

**Internal Inconsistencies:** Upon creating a draft zoning and subdivision code, our team will review other Elk River ordinances for any contradictory language.

**Legal Compliance:** We will review all regulations to align with current state rules and federal statutes, as well as recent case law.

**Obsolescence:** Our team will update any outdated terminology and references that no longer serve the purposes of the modern and growing City of Elk River.

**Gap Analysis:** Bolton & Menk will use our expert analysis with modern issues such as data centers, telecommunications and antennas, and accessory dwelling units/ short term rental codes to close gaps in the current code.

### TASK 6: STRATEGIC RECOMMENDATIONS

**Amendments and Best Practices:** Bolton & Menk will provide an itemized inventory of any recommended code amendments and “best practice” strategies for implementation and coordination with the new draft zoning and subdivision codes. This includes identifying which updates should be the highest priority, as well as what are the most desirable features of a new code.

### TASK 7: DRAFTING AND LEGISLATIVE SUPPORT

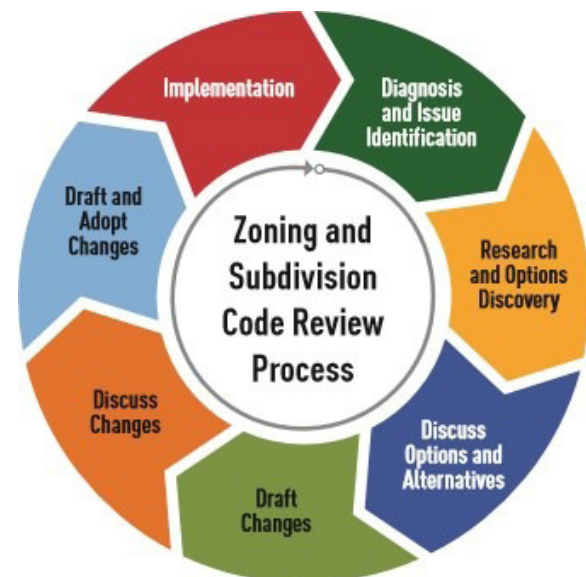
**Drafting:** We will prepare clear, concise, and legally defensible text for all draft codes and graphical representations.

**Revision Cycles:** At Bolton & Menk, we take pride in our consistent communication and active listening to create revised codes that incorporate direct feedback from city staff, the city attorney, and elected officials. We desire a final product the City of Elk River will be satisfied to utilize daily.

### KEY DELIVERABLES

#### Part 2: Ordinance Review for Consistency and Compliance

1. Comprehensive Diagnostic Report
2. Prioritized Revision Roadmap
3. Draft Ordinance Package in Redlines and “Clean” Version
4. Final Adoption Files for Code Implementation



# PROJECT TEAM

Our team has a strong record of delivering successful projects through deep expertise and a commitment to exceeding expectations. This section highlights key personnel experienced in stakeholder-supported, efficiently implemented solutions. We've also included recent project examples relevant to the project, showcasing our focus on quality, cost-effectiveness, and timely execution.

**CITY OF ELK RIVER**

**JEFF MATZKE**  
Project Manager

**PUBLIC STAKEHOLDERS**  
(RESIDENTS, BUSINESS OWNERS, DEVELOPERS, ETC.)

## PLANNING AND DESIGN

**MIKE THOMPSON, AICP**  
Planning and Urban Design Support

**ROBIN CAUFMANN**  
Planning and Urban Design Support

**LINDSEY DUGGAN**  
Community Planner

## COMMUNITY ENGAGEMENT

**RACHEL LEMIRE**  
Graphic/Community Engagement

## GIS

**DAVID SANDBERG, GISP**  
GIS Support

## STRATEGIC ADVISORS

**HAILA MAZE, AICP**  
Principal-in-Charge

**JASON COOK, PE**  
Engineering Standards and Design Support



# JEFF MATZKE

PROJECT MANAGER



Real People. Real Solutions.

## EDUCATION

Bachelor of Arts - Geography  
Concordia University

Master of Arts - Urban and Regional Planning  
University of Akron

## ROLE

Jeff will serve as the project manager and primary client contact, providing overall project oversight and coordination. He will lead the ordinance update process, manage schedules and deliverables, and work closely with city staff to ensure the project meets community goals and regulatory requirements.

## SUMMARY

Jeff is a community planning project manager at Bolton & Menk who began his career in 2003. His responsibilities include oversight and management of planning projects for communities. Jeff has experience administering and processing city planning applications for commercial, industrial, and residential site plans including variances, conditional use permits, easement, and preliminary and final plat applications. His area of expertise is in municipal planning project management. Jeff enjoys the role he plays in community growth and takes prides in creating safe and sustainable solutions for our client communities.

## EXPERIENCE

- Zoning and Subdivision Ordinance Update, New Prague, MN
- Planning Services, City of Jordan, MN
- Zoning Ordinance Update, Castle Rock Township, MN
- Accessory Dwelling Unit Ordinance Creation, City of New Brighton, MN
- Development Review Management, City of Prior Lake, MN\*
- Zoning and Subdivision Ordinance Updates, City of Prior Lake, MN\*

*\*Completed at a previous employer.*



# MIKE THOMPSON, AICP

PLANNING AND URBAN DESIGN SUPPORT



Real People. Real Solutions.

## EDUCATION

Bachelor of Arts - Political Science  
Bethel University

Master of Education - Community Development  
Vanderbilt University

## ROLE

Mike will provide planning and urban design support, contributing expertise in community design, public realm planning, and engagement. He will help translate planning goals into clear, functional standards and graphics that reflect community character and support redevelopment.

## SUMMARY

Mike is an urban design planning group leader who began his career in 2012. He loves the process of working with communities to rethink and redesign the ways in which their neighborhoods look, feel, and function. He has community planning and design experience across the country, including site planning and design, public realm programming and design, multimodal transportation planning, project management, and public engagement facilitation. Through his work, Mike seeks to promote places that are reflective of those who use them every day.

## EXPERIENCE

- City-Wide Unified Development Ordinance Update, City of Brooklyn Center, MN
- Opportunity Site Master Plan and Design Guidance, City of Brooklyn Center, MN
- Missing Middle Housing Study and Code Recommendations, City of Golden Valley, MN
- Mankato TOD and Code Recommendations, City of Mankato, MN
- North Central Commons Small Area Plan and Design Guidance, City of Eagan, MN
- TOD and Code Recommendations, City of Greeley, CO



# ROBIN CAUFMAN

PLANNING AND URBAN DESIGN SUPPORT



Real People. Real Solutions.

## EDUCATION

Bachelor of Science - Natural Science  
University of Minnesota - Twin Cities

Master of Urban and Regional Planning - Urban and  
Regional Planning  
University of Minnesota - Twin Cities

## ROLE

Robin will advise on the integration of planning regulations with street, utility, and site design standards to support clear, implementable, and technically sound outcomes.

## SUMMARY

Since beginning her career in 1994, Robin has filled multiple roles on regional infrastructure plans and projects, including transportation corridors, wastewater plans, environmental studies, and streetscape designs. As a community planning project manager, her primary areas of expertise include community engagement, comprehensive planning, and land use analysis. Prior to joining Bolton & Menk, Robin spent 21 years between Metropolitan Council and Metro Transit where she was responsible for working with local governments and communities on comprehensive planning, regional infrastructure planning, and engineering and construction of large transit projects. Robin uses her expertise in listening to project partners and community stakeholders and communicating technical information to ensure that there is clear understanding by all parties of project needs, purpose, benefits, and impacts.

## EXPERIENCE

- Comprehensive Plan Update, Crow Wing County, Minnesota
- Comprehensive Plan and Zoning Code Update, City of St. Augusta, Minnesota
- Wastewater Treatment Facility, Brainerd Public Utilities, Minnesota
- Zoning Ordinance, Sherburne County, Minnesota

# SUPPORT STAFF



**HAILA MAZE, AICP**  
**PRINCIPAL IN CHARGE**

## ROLE

Haila will serve as Principal-in-Charge, providing executive oversight and strategic direction for the project. She will ensure the work aligns with Bolton & Menk's quality standards, supports the city's long-term goals, and leverages firmwide expertise to deliver a successful and implementable ordinance update.

## SUMMARY

As a community planning division leader at Bolton & Menk, Haila is committed to advancing the long-term success of communities. She draws on her background in local and regional planning to connect with clients, helping them identify what they need and how to accomplish it. She began her career in 1998 and has extensive experience with land use and transportation planning, creative and inclusive engagement, and supporting work in health assessment, scenario planning and modeling, and implementation planning. Haila seeks to incorporate equitable approaches and outcomes throughout her work, seeking broader public benefits for a sustainable future.

## EXPERIENCE

- Zoning Code Rewrite and Redevelopment, City of Brooklyn Center, MN
- Planning and Land Use Code Update, City of White Bear Lake, MN
- Zoning and Subdivision Ordinance, Chisago County, MN
- 2040 Comprehensive Plan Update, City of Hopkins, MN
- Land Use and Zoning Code Review, City of Windom, MN



**JASON COOK, PE**  
**ENGINEERING STANDARDS AND DESIGN SUPPORT**

## ROLE

Jason will provide engineering standards and design support, ensuring the ordinance aligns with municipal engineering practices and infrastructure requirements.

## SUMMARY

Jason has been a project engineer and project manager on numerous street and utility projects since 2004. He has worked on local, state aid, and federal aid projects; site development projects; pavement management projects; and trunk utility projects. Now serving as a municipal practice leader, Jason has developed strong working relationships with other city engineers and has expanded opportunities beyond the day-to-day engineering services for the communities he serves by coordinating multidisciplinary and complex projects. Solving unique problems and seeing concepts come to fruition motivates Jason every day.

## EXPERIENCE

- City Engineer, City of Isanti, MN
- City Engineer, City of Zimmerman, MN
- Downtown Reconstruction Project, City of Elk River, MN
- 2019-2025 Street Improvements, City of Elk River, MN
- Line Avenue and Yale Court Realignments, City of Elk River, MN



**LINDSEY DUGGAN**  
**COMMUNITY PLANNER**

As a community planner, Lindsey leads land use and zoning initiatives, helps develop resilient planning strategies, and supports the creation of vibrant, sustainable communities.

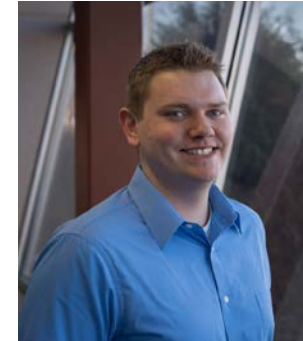
Lindsey is a dedicated community planner with expertise in land use, zoning, and comprehensive planning. Beginning her professional career in 2025, her responsibilities include diverse planning projects, developing strategies for resilient communities, and ensuring compliance with zoning and land-use regulations. She is committed to creating environments that enhance quality of life, foster connectivity, and promote long-term sustainability. Passionate about planning as a means to positively shape the places where people live, work, and connect, Lindsey strives to make a meaningful impact by helping communities thrive through thoughtful, inclusive, and forward-thinking design.



**RACHEL LEMIRE**  
**GRAPHIC/COMMUNITY**  
**ENGAGEMENT**

Rachel manages graphic design and community engagement efforts, overseeing print and digital communications, project websites, and the development of outreach materials to support effective public involvement.

Rachel is an engagement graphic design manager at Bolton & Menk who started her career in 2020. She enjoys using her creative and analytical skills to collaborate with others on writing and graphic design projects. She is responsible for print and online communication, and the development of project websites, handouts, social media content, maps, and newsletters.

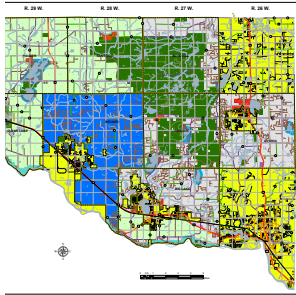


**DAVID**  
**SANDBERG, GISP**  
**GIS SUPPORT**

David will provide GIS support for the project by leveraging his expertise to manage spatial data, create detailed maps, and assist the team with analysis to inform effective planning and decision-making.

As a GIS specialist, David provides GIS support on various projects, including data collection, data management, spatial analysis, and map creation. He is especially experienced with designing and creating online interactive maps. David began his GIS career in 2016. He supports Bolton & Menk's transportation, planning, and project communication work groups. David uses new technology and researches products and software to provide the best solutions for our work groups and clients. He excels at creating map figures, performing data analysis, and online interactive maps and applications.

# RECENT EXPERIENCES AND REFERENCES



## ZONING CODE AND SUBDIVISION ORDINANCE UPDATE Sherburne County, MN

With the goal of updating their outdated, difficult to navigate zoning code and subdivision

ordinance, Sherburne County partnered with Bolton & Menk. The vision was to create a user-friendly, all-encompassing document organized intuitively with updated codes, new regulations and laws, and modern uses and best practices. The county desired to complete the renewed document in nine months and in coordination with all townships. Within the first month of the project, Bolton & Menk organized, renumbered, and reformatted both the zoning and subdivision code. Subsequent time was used to consolidate definitions, eliminate duplicates, convert land uses into a summary table, and update land use districts to match the county's future land use plan. Our team reviewed the code and recent variances to identify key issues. We then presented recommendations to county staff. This project is slated for adoption in Spring 2026. Our team is continuing to work with the county on updating the zoning and subdivision procedures and refining land uses.

**Completed:** Anticipated Spring 2026

**Reference:** Mitch Glines

Senior Planner

763-765-4466 | mitch.glines@co.sherburne.mn.us



## UNIFIED DEVELOPMENT CODE City of Brooklyn Center, MN

Bolton & Menk led the complete overhaul of the City of Brooklyn Center's Unified Development

Ordinance, which hadn't been meaningfully updated since the 1960s. The update prioritized reorganizing the code for clear and convenient use, modernizing regulations, and promoting equity in new use and development standards. To inform the code, Bolton & Menk used resident and business owner task forces, zoning info sheets, a project website, surveys, interactive zoning map, community meetings, and a three-part informational video series. The final code, adopted in 2022, included the allowance of accessory dwelling units (ADUs) and home businesses, revision of parking standards, establishing a TOD zoning district and performance measures, adoption of Mississippi River Corridor Critical Area (MRCCA) regulations, and greater clarity in allowable uses and site standards across a freshly established set of zoning districts.

**Completed:** 2022

**Reference:** Ginny McIntosh

Interim Community Development Director

763-569-3319 | gmcintosh@brooklyncentermn.gov



## UNIFIED DEVELOPMENT CODE City of New Prague, MN

Having recently completed a Comprehensive Plan Update in 2024 the City of New Prague contracted Bolton & Menk to

incorporate a Unified Development Code (UDC as a combined Zoning and Subdivision Code Update to its highly outdated regulations. Digital and in person community engagement efforts led to increased public awareness and input to new code options. The 13-month long project was recently completed, and the result is a user-friendly, organized, and graphical code that New Prague can use to bolster commercial growth particularly in the expanding downtown transitional areas and diversify residential housing options throughout various levels of density. Flexible architectural design standards were instituted to encourage modern technology in building designs and tree preservation efforts were added for increased protection of woodland areas. Advised to simplify application processes and reduce code redundancies, Bolton and Menk reduced the total existing codes by over 30 pages and displayed many regulations in tables for quick reference guides.

**Completed:** 2026

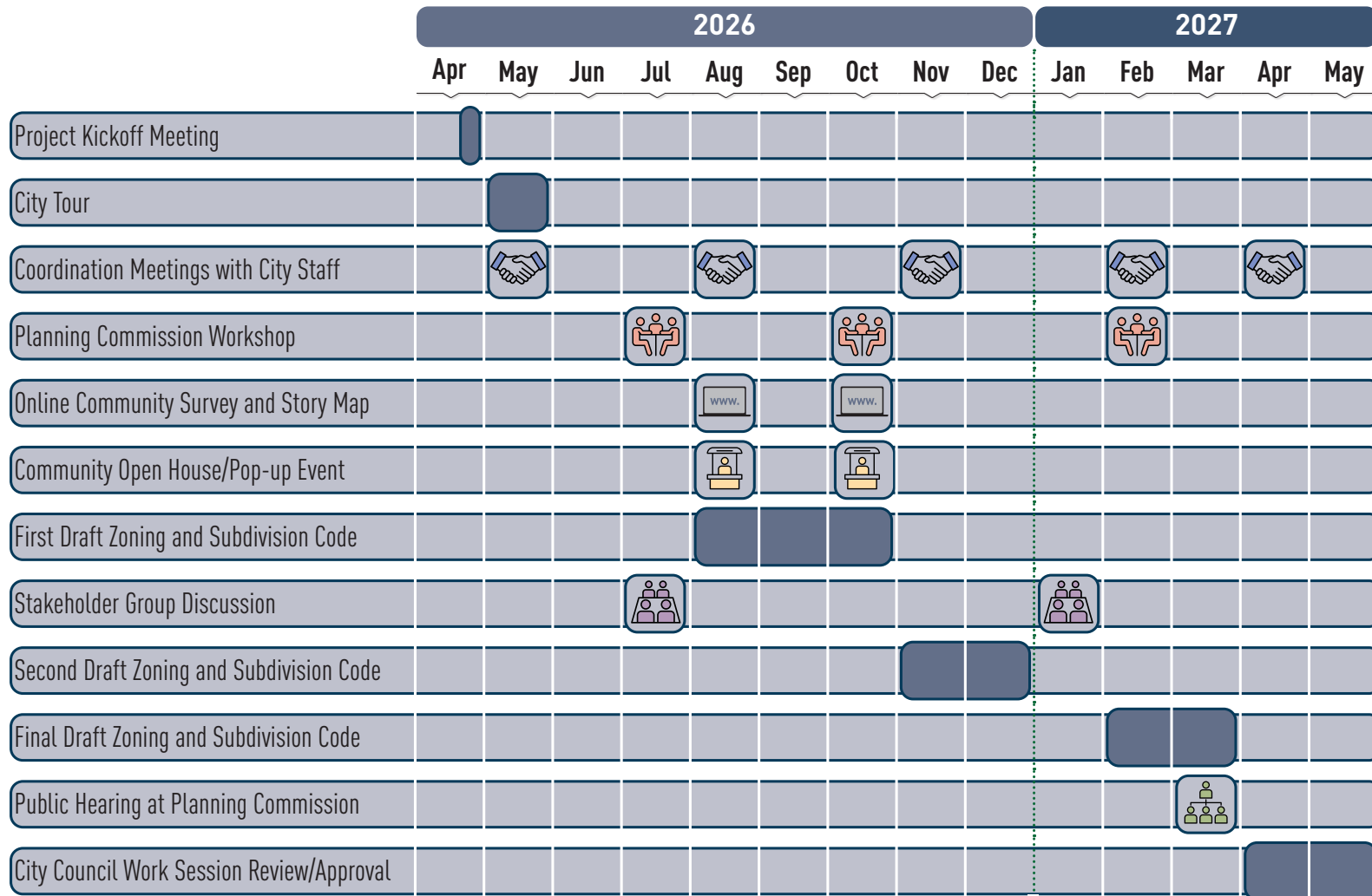
**Reference:** Ken Ondich

Community Development Director

952-758-4401 | kondich@ci.new-prague.mn.us

# SCHEDULE

We have developed a schedule detailing the anticipated work tasks, task relationships, critical path timeline, deliverable due dates, and completion dates. This schedule is based on our review of the project background, description, and scope of services included in the Request for Proposals and our experience on other similar projects. Upon selection, Bolton & Menk will work with city staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.



# COST

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

## NOT-TO-EXCEED

Bolton & Menk, Inc. will provide the scope of services as described for a total not-to-exceed fee of \$142,324. We will bill work following our standard hourly billing rates and will not exceed our estimate without prior authorization from the city.

City of Elk River Zoning, Subdivision, and General Ordinance Update		Bolton & Menk, Inc.									
Task No.	Work Task Description	Principal-in-Charge	Project Manager	Planning Support	Planning Design	Planner	Graphics & Engagement	GIS	Municipal Engineer	Total Hours	Total Cost
PART 1											
1.0	Project Kickoff, Audit, Consolidation, and Policy Analysis	4	36	29	15	57	0	10	10	161	\$29,154
2.0	Community & Stakeholder Engagement	0	55	25	15	46	30	0	0	171	\$30,518
3.0	Drafting Modernized Development Standards	2	55	40	0	87	15	0	5	204	\$34,941
4.0	Map Alignment & Final Adoption	0	20	12	0	10	5	30	0	77	\$13,859
PART 2											
5.0	Comprehensive Audit & Diagnostic Report	0	20	20	12	40	0	0	8	100	\$17,952
6.0	Strategic Recommendations	2	12	10	5	20	0	0	0	49	\$8,790
7.0	Drafting & Legislative Support	2	12	10	0	15	0	0	0	39	\$7,110
<b>Total Hours</b>		10	210	146	47	275	50	40	23	801	
<b>Average Hourly Rate</b>		\$250.00	\$210.00	\$232.00	\$218.00	\$118.00	\$149.00	\$165.00	\$222.00		
<b>Subtotal</b>		\$2,500	\$44,100	\$33,872	\$10,246	\$32,450	\$7,450	\$6,600	\$5,106		
<b>Not-to-Exceed Total Fee</b>										<b>\$142,324</b>	



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## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made this 16th day of March 2026, between the City of Elk River, Minnesota (“City”), whose business address is 13065 Orono Parkway, Elk River, MN 55330 and Bolton & Menk, Inc. (“Consultant”) whose business address is 111 Washington Ave South, Suite 650, Minneapolis, MN 55401.

### PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms, or corporations providing such services enter into written agreements with the City. The purpose of this agreement is to set forth the terms and conditions for the professional services Consultant will provide in connection with the 2026 Zoning, Development Code, and General Ordinance Updated, herein referred to as the “Work”.

The City and Consultant agree as follows:

1. **Work.** The Consultant agrees to provide the professional services described in Exhibit A attached hereto (the “Work”).
2. **Time for Performance of Services.** The Consultant shall perform the services described in Exhibit A according to the schedule attached as Exhibit B, hereto.
3. **Compensation for Services.** City agrees to pay the Consultant **\$142,324** for the Work. Any changes in the scope of the Work which may result in additional compensation due to the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
4. The City agrees to provide the Consultant with the information required to complete the Work.
5. **Method of Payment.** The Consultant shall submit itemized bills for professional services performed under this Agreement on a monthly basis. Bills submitted shall be paid in the same manner as other claims made to the City.

6. **Project Manager and Staffing.** The Consultant has designated the individuals identified in Exhibit A as the Project Manager to serve on the Project. The Project Manager shall be assisted by other staff members as necessary to facilitate the completion of the Project in accordance with the terms established herein. Consultant may not remove or replace the Project Manager without the approval of the City.
7. **Standard of Care.** Standard of Care. Consultant shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily exercised by members of the profession under similar circumstances in Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Consultant's breach of this standard of care. Consultant shall put forth reasonable efforts to complete its duties in a timely manner. Consultant shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Consultant shall be responsible for costs or damages arising from unreasonable delays in the completion of the Work.
8. **Audit Disclosure.** The Consultant shall allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to the work performed under this Agreement. Any reports, information, data, etc. given to, or prepared or assembled by, the Consultant under this Agreement which the City requests to be kept confidential shall not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided.
9. **Term.** The term of the Agreement shall be from March 16, 2026, through July 31, 2027, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
10. **Termination.** This Agreement may be terminated by the Consultant effective upon sixty (60) days' written notice delivered to the City at the address written above. The City may terminate this Agreement effective immediately, upon notice to the consultant. Upon termination under this provision, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination.  
  
Upon termination, the City may retain another consultant to undertake or complete the Work.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.
13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the prior written consent of the other party.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for in Exhibit A shall be honored by the City.
15. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
16. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
17. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
18. **Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
19. **Indemnification.** For liability that does not arise out of professional acts, errors, or omissions, Consultant shall indemnify and defend City from losses, damages, and judgments arising from third-party claims or actions relating to the Project only to the extent caused by the negligent acts of Consultant or Consultant's officers, employees, or subconsultants occurring during the scope of Consultant's work on the Project.

With respect to professional acts, errors and omissions in Consultant's professional services, Consultant shall indemnify City from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the Project, but only to the extent caused by a negligent act, error or omission of Consultant or Consultant's officers, employees, or subconsultants, and in proportion to Consultant's actual fault as determined by a court of competent jurisdiction in a final non-appealable order or by the parties to this Agreement in a mutually agreed upon settlement agreement.

19. **Insurance.**

**Commercial General Liability.** Consultant shall obtain the following minimum insurance coverage by a single policy or a combination of policies (including umbrella policies) and maintain it at all times throughout the life of the Contract, with the City endorsed as an additional insured:

Bodily Injury:	\$2,000,000 each occurrence \$2,000,000 aggregate, products and completed operations
Property Damage:	\$2,000,000 each occurrence \$2,000,000 aggregate

Business Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage:	\$2,000,000 each occurrence \$2,000,000 each accident <u>OR</u> \$2,000,000 Combined single limit
----------------------------------	--

The Additional Insured coverage must be primary and non-contributory. Consultant shall continue to provide evidence of such coverage to City on an annual basis during the aforementioned period; or if any reason Consultant's work ceases before final payment, for a minimum period of three (3) years from the date Consultant ceases work. Coverages must be equivalent to that provided by ISO Forms CG 20 10 04 13 and CG 20 37 04 13.

Consultant shall submit a Certificate of Insurance to the City showing proof of the above-required insurance prior to doing any work.

The City retains the right to revise the insurance requirements depending on the size and risk of the project.

20. **Records Access.** The Consultant shall provide the City access to any books, documents, papers, and records which are directly pertinent to the specific contract, for the purpose of making audit, examination, excerpts, and transcriptions, for three years after final payments and all other pending matters related to this contract are closed.
21. **Ownership of Documents.** All plans, diagrams, analyses, reports, maps, digital files, and information generated in connection with the performance of the Agreement (“Information”) shall become the property of the City. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Reuse of the Information for the purposes of the project contemplated by this Agreement (“Project”) does not relieve any liability on the part of the Consultant, but any reuse of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party reusing the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom. Final Documents shall be submitted in PDF format. Notwithstanding the foregoing, Consultant retains all title and interest in all its standard details, plans, specifications, and engineering computation documents (“Previously Created Works and Documents”), whether in written or electronic form, which have been incorporated into the deliverables and documents provided to City, but which were developed by Consultant independent of this Agreement. Consultant issues to City a royalty-free, non-exclusive, and irrevocable license to use the Previously Created Works and Documents for the Project.
22. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in Exhibit A, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant’s receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney’s fees, incurred in bringing the action. In addition, no subcontractor can file a lien against the City.
23. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the

American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Elk River unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

24. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.

25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

26. **Governing Law.** This Agreement shall be controlled by laws of the State of Minnesota. Executed as of the day and year first written above.

**City of Elk River**

**Company**

\_\_\_\_\_  
Mayor

By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_

## Exhibit A

### **Project Managers**

Zack Carlton, AICP  
City of Elk River  
Phone: 763.635.1035  
Email: ZCarlton@ElkRiverMN.gov

Jeff Matzke  
Bolton & Menk, Inc.  
Phone: 952.295.2024  
Email: Jeff.Matzke@bolton-menk.com

**Exhibit B**



# Request for Action

**To**  
City Council

**Item Number**  
10.1

**Meeting Date**  
March 16, 2026

**Prepared By**  
Cal Portner, City Administrator

**Item Description**  
Consider Topics for Staff/Council Retreat

**Reviewed by**  
Cal Portner  
Jolene Richter

**Action Requested**  
Discuss and provide ideas for the annual retreat.

## Background/Discussion

The management team and the City Council meet each year in a daylong meeting to discuss upcoming topics of interest, review the city mission and vision statements, and identify short and long-term goals. This year's meeting will be held on April 27, 2026, from 1-7 p.m.

The following are topics staff have contributed for consideration:

- Park Facilities Financing
- Future of Economic Development
- Police staffing - FD
- Budget Plan - 2027
- Otsego Fire Services

**Financial Impact**  
N/A

**Mission/Policy/Goal**  
Elk River Vision and Mission

**Attachments**  
None

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



# Request for Action

**To**  
City Council

**Item Number**  
10.2

**Meeting Date**  
March 16, 2026

**Prepared By**  
Joe Stremcha, Business Services Director/Assistant  
City Administrator

**Item Description**  
IT Services MOU with ERMU

**Reviewed by**  
Cal Portner  
Jolene Richter

## Action Requested

City staff will provide an overview of an updated IT Services MOU with ERMU staff.

## Background/Discussion

The current IT Services MOU was adopted on June 15, 2021. Several IT staffing and resource allocation changes have occurred since then, and staff will provide an overview of the revisions for consideration in April.

The purpose of this MOU is to set forth the understanding and agreement of the parties with respect to Information Technology Services (IT) provided by the City to ERMU. ERMU will also provide infrastructure support to the city.

## Financial Impact

ERMU will maintain ownership of all IT and OT assets it acquires and will pay the city for IT support services to support ERMU's IT assets. The amount to be paid shall be sufficient to cover 10 hours per month (120 hours per year) of city IT Staff time for the city's IT Manager, and 10 hours per month (120 hours per year) for the city IT Specialist. The amount due for these support services shall be billed to ERMU annually.

Further, prorated joint IT purchases or maintenance contracts for shared equipment based on anticipated usage by each entity. A cost-sharing spreadsheet will be maintained and reviewed quarterly, and updated for annual budgeting.

## Mission/Policy/Goal

Together we win.

## Attachments

- I. ERMU - MOU IT Services 2021

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



**MEMORANDUM OF UNDERSTANDING  
REGARDING  
INFORMATION TECHNOLOGY SERVICES  
BETWEEN  
ELK RIVER MUNICIPAL UTILITIES  
AND  
THE CITY OF ELK RIVER, MINNESOTA**

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU,” is hereby made and entered into effective the 15 day of June, 2021, by and between the City of Elk River, Minnesota, hereinafter referred to as the “City” and Elk River Municipal Utilities, hereinafter referred to as “ERMU.”

**1.0 Purpose**

The purpose of this MOU is to set forth the understanding and agreement of the parties with respect to Information Technology Services (IT) provided by the City to ERMU. This MOU shall not establish a formal agreement or indenture, but rather an understanding between the parties to work together in a manner to promote a genuine atmosphere of collaboration in support of an effective partnership to maintain, safeguard and sustain sound managerial, financial, and administrative commitment regarding all matters addressed in this MOU.

**2.0 ERMU Information/Operational Technology Staff**

ERMU has budgeted for and will employ its own Information/Operational Technology staff person (“ERMU IT/OT Staff”). This position will have a primary focus of ERMU information/operational technology needs however, it is recognized that there will be some overlap in working with the equipment and software managed by the City Information Technology Department (“City IT Staff”). ERMU IT/OT Staff will assist in maintaining ERMU IT assets, including, but not limited to: ERMU NISC, SCADA, security facilities, and system requirements to operate and maintain those assets. ERMU IT/OT Staff will coordinate with the City IT Staff and will have a cyber security presence in the Information Security Committee.

**3.0 City IT Staff Support for ERMU IT Assets**

ERMU will maintain ownership of all IT assets it acquires and will pay the City for IT support services to support ERMU’s IT assets. The amount to be paid shall be sufficient to pay for 20 hours per month of City IT Staff time for the City’s IT manager and specialist, and 28 hours per month (364 hours year) for the city support assistant. The amount due for these support services shall be billed to ERMU annually. IT Services to be provided in exchange for payment in this amount shall include:

- Maintaining critical systems, including communication systems, internet connectivity, intranet systems, LANs, fiber networks, etc.
- Providing security camera installation and viewing access.

- Providing telephony support, hardware, service, and transfer capabilities to after-hours support services.
- Prorated joint IT purchases or maintenance contracts for shared equipment based on anticipated usage to each entity.
- Any such other services as ERMU IT/OT Staff or other ERMU personnel may request from time to time.

If ERMU's IT/OT Staff is unavailable or in need of assistance; City IT will provide backup support for the following IT Services:

- A physical presence to assist with technology issues.
- Maintenance and monitoring of ERMU server(s) at all ERMU locations, including backup, upgrades, and security, in conjunction with ERMU's hours of operation.
- e-mail server infrastructure and troubleshooting support.
- Support for ERMU NISC software with upgrades, server equipment, credit card compliance reporting and equipment, new employee software installs, security oversight, backups, and general assistance as a liaison with NISC's technical support.
- To secure access to facilities with proper fob access to individuals and scheduling of locked doors to coordinate with holidays and business hours of operation.
- Conference room technology (projectors, computers, phones).
- Facilitation of operational technologies such as ESRI, SCADA, etc. and coordinating with ERMU IT/OT Staff with overlapping network infrastructure.

#### **4.0 Revision, Termination of MOU**

This MOU should be reviewed annually for necessary revisions. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective. This MOU may be cancelled or terminated without cause by either party by giving six (6) months' advance written notice to the other party. Such notification shall state the effective date of termination or cancellation.

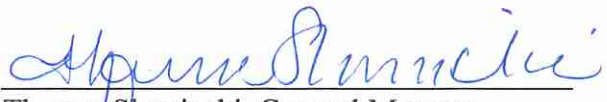
[signature page follows]

IN WITNESS WHEREOF, each of the parties has caused this MOU to be executed by their duly authorized representatives.

CITY OF ELK RIVER

By:   
Calvin P. Portner, City Administrator

ELK RIVER MUNICIPAL UTILITIES

By:   
Theresa Slominski, General Manager



# Request for Action

**To**  
City Council

**Item Number**  
10.3

**Meeting Date**  
March 16, 2026

**Prepared By**  
Joe Stremcha, Business Services Director/Assistant  
City Administrator

**Item Description**  
IT Server Replacements

**Reviewed by**  
Seth Calvin  
Cal Portner  
Jolene Richter

## Action Requested

Staff will share an update on the City and ERMU Windows Server 2016.

## Background/Discussion

The Windows 2016 Servers we utilize today will no longer be supported by Microsoft effective January 12, 2027.

All routine security updates, patches, and technical support from Microsoft will be ending. Using these servers after the support date leaves infrastructure vulnerable to ransomware, malware, and compliance failures.

Staff will begin migrating to supported versions or cloud alternatives (Azure/AWS) before the date. However, infrastructure equipment costs have significantly risen in recent years. Replacement servers are greater than \$400,000.

## Financial Impact

The Capital Reserve Fund has roughly \$300,000 designated for IT and \$400,000 in undesignated funds. IT will need additional Capital Reserve Funds designated to continue investing in our aging infrastructure.

## Mission/Policy/Goal

Meet changing needs - agile.

## Attachments

None

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*





# Request for Action

**To**  
City Council

**Item Number**  
10.4

**Meeting Date**  
March 16, 2026

**Prepared By**  
Ryan Sandhoefner, Engineering Project Manager

**Item Description**  
Downtown Reconstruction Street Layout

**Reviewed by**  
Justin Femrite  
Cal Portner  
Jolene Richter

## Action Requested

Begin discussions surrounding parking orientation on Main Street and Jackson Avenue in conjunction with the Downtown Reconstruction Project Phase 2.

## Background/Discussion

Adopted by the City Council in 2025, the Downtown Master Plan outlined the initial scope for streets, walkways, and common spaces along the downtown corridor. This included a proposed transition of all street parking to parallel parking and gaining sidewalk and boulevard space.

Phase I of this project is in the design phase, with construction planned for this year. This phase focuses on parking lot optimization and pavement revitalization and aims for a net gain of 50 parking spaces. Phase 2 is tentatively planned for 2027 and would include reconstruction of Main St between Lowell Ave and TH10, and Jackson Ave between Main St and TH10.

## Financial Impact

N/A

## Mission/Policy/Goal

Improve citizen quality of life.

## Attachments

1. Downtown Master Plan

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*





# **DOWNTOWN MASTER PLAN**

Elk River, Minnesota

Adopted June 7, 2025

**Prepared for:**  
City of Elk River

**Prepared by:**  
Bolton & Menk  
Leland Consulting

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**Recommendations ..... 23**

**Implementation ..... 38**

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# ACKNOWLEDGEMENTS

## **Steering Committee**

- Allison McDowell (Downtown Business Representative)
- Deana McLean (Downtown Business Representative)
- Jennifer Wagner (City Council Representative)
- Lance Lindberg (Heritage Preservation Commission Representative)
- Lynn Caswell (Housing and Redevelopment Authority Representative)
- Perry Beise (Planning Commission Representative)
- Jill Larson-Vito (Elk River Resident)

## **City Staff**

- Zack Carlton (Community Development Director)
- Chris Leeseberg (Senior Planner)
- Brent O’Neil (Economic Development Director)
- Josh Mollan (Economic Development Specialist)

## **City Leadership**

- John J. Dietz - Mayor
- Cory Grupa - Ward 1
- J. Brian Calva - Ward 2
- Mike Beyer - Ward 3
- Jennifer Wagner - Ward 4



---

# 1 INTRODUCTION

# THE PURPOSE OF THIS DOWNTOWN PLAN

The purpose of this Plan is to create a vision and series of action steps for the Downtown Area of Elk River — a vision that responds to the needs of today, and prepares for the desires of the future.

Downtown is of particular importance to the community because it is the psychological center of the community. Comprised of small and medium sized properties, it is in many ways a place of opposites - a place of pride and community gatherings; a core separated from the rest of the city; a beautiful river that lacks a strong presence; major regional visibility offered by infrastructure that bisects the area; a community that takes pride in both its downtown, and country identities.

**“Elk River’s attractive and well-programmed downtown will be a destination for residents as well as tourists interested in enjoying a night out for shopping, dining, and entertainment.**

**The downtown will leverage its waterfront to anchor events and draw thousands to the area.**

**Pedestrian connections throughout the downtown will be enhanced, encouraging visitors to park once and explore on foot.”**

**-Elk River 2040 Comprehensive Plan**

It is also of particular importance because downtown Elk River, like many smaller downtown, sits at an inflection point in its history. As it wrestles with a post-COVID economic identity, downtown is seeking to become more than just a place to work and shop - but also one in which people can live, gather, celebrate, and play.

With nearly all of the private land in the area developed, or encumbered by highways and rail, Downtown Elk River must creatively pursue strategies of redevelopment, creative connectivity, and people-oriented public spaces. The purpose of this Downtown Plan therefore is to provide clear, attainable guidance to align private and public investments towards goals of a more connected, inviting, vibrant destination for residents and visitors.



# ELK RIVER THROUGH THE YEARS

## A Trading Hub

Like many present day river cities, Elk River originated as a hub for fishing and trading. The earliest human activity saw the Ojibwa and Dakota people using the land for hunting, fishing, and traveling along the Mississippi. Early European settlers eventually set up trade posts along the Mississippi and Elk River, and the Red River Trail, leveraging the confluence of each for travel and commerce. Over time, trading turned to farming, which eventually gave way to industry. Rail arrived in Elk River in the 1870's, and with it came a shift of the economic center of the city to "Lower Town", the current historic downtown area.

Shortly after World War II, regional and state-wide paved roadways were introduced to the city. Highway 10, originally called the Jefferson Highway, was constructed in its current location along the northern edge of the downtown core. A few years later, Highway 169 was introduced. Even in its early days the highway saw major weekend backups extending miles out of town.

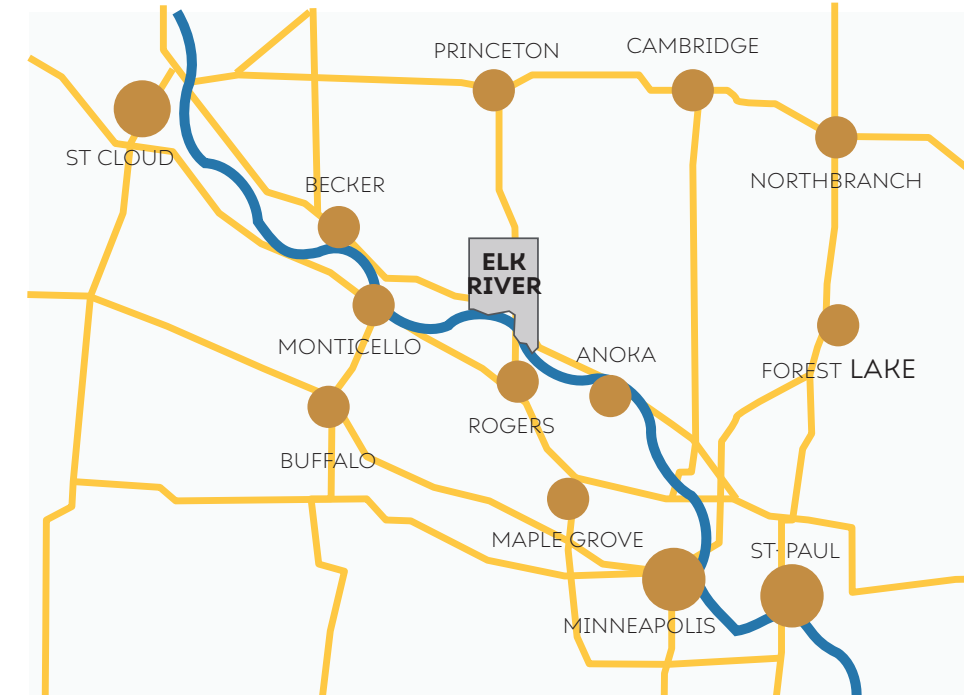
## ENERGY CITY

Even before Elk River was established as a city in 1974, energy production played a major role in the regional economy. The first rural nuclear power station went online in the area in 1960, and subsequent energy innovations and sector growth help the city achieve the unofficial title of "energy city" in the late 1990's.

## CITY AND COUNTRY FLOW TOGETHER

Elk River continues to embrace the converging of city and country within its borders. With near proximity to both St. Cloud and the Minneapolis/St. Paul Metro, Elk River is never more than a short journey away from city amenities. It also offers plenty of wide open country land for those seeking respite from city-living. With something for everyone, and anchored by the Mississippi and Elk Rivers, the city truly reflects the moniker of "Where City and Country Flow Together".

## The Region



Elk River is just outside the official Twin Cities Metropolitan Region, however it relies on surrounding communities for much of its daily retail and dining needs. Located 30 miles from Downtown Minneapolis, Elk River is on the northern edge of the regions developed areas. Because of this, the City has adopted a tagline of "where the city and country flow together. Both of the city's major highways, Hwy 10 and Hwy 169, provide direct access from Minneapolis and St. Paul, north to regional centers of commerce and recreation in greater Minnesota.



1943



1957



1991



2004



2004

# DOWNTOWN ELK RIVER

## Heart of the City

Downtown has been the economic and cultural heart of the city, ever since the first trains rolled into town in the 1870's. Today, the downtown core area - the area on Main Street west of Highway 10 - is a series of walkable blocks with main street commercial buildings and apartment housing. This commercial heart quickly transitions to a single family neighborhood to the west.

North of the core, is a mix of industrial and small commercial, eventually transitioning to a small residential neighborhood. To the east of the core then is a small commercial corridor along Main Street, connecting Highway's 10 and 169.

Downtown faces a series of infrastructure and natural challenges. Bounded by Highway 169 to the east, the downtown is bisected by Highway 10 and the rail line, right through its core. The difficulties each presents in terms of connectivity and development, cannot be overstated. Further, the Mississippi bounds the area to the south. While there are immense opportunities to better connect to the river, today, the downtown only minimally addresses the river.

Despite these challenges, there are numerous opportunities for the city to guide transformational redevelopment, promote enhanced multimodal connectivity, and provide destination public space experiences.

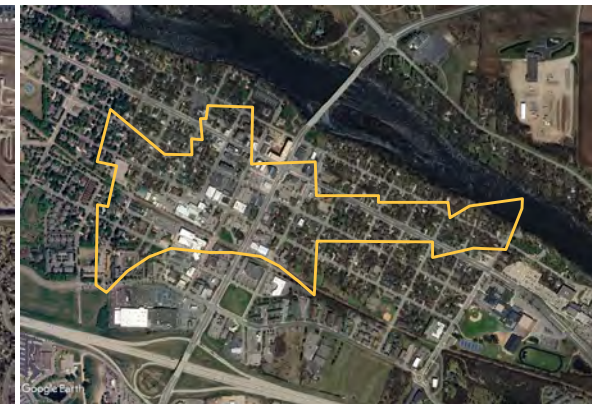


## Scale of Opportunity

The scale of the downtown area is comparable to several other downtowns in surrounding communities. Additionally, its a size in which its core area is all within an approximately 10-minute walk - a standard measure for a comfortable walking distance.



Downtown Anoka



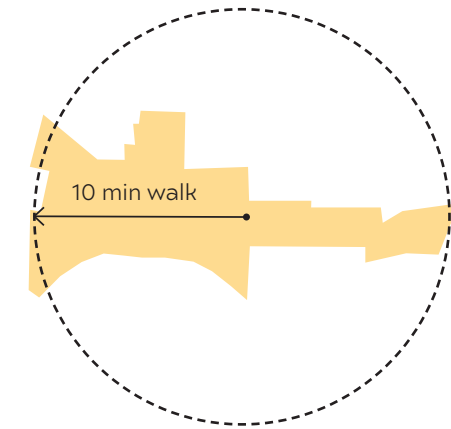
Downtown Monticello



Downtown Elk River



Downtown St. Cloud



# DOWNTOWN ELK RIVER

## Past and Current Plans

### Zoning Code

Details allowable land uses, and site and building design guidance for Downtown, and immediately surrounding areas.

### Downtown Traffic and Parking Study (2021)

Analyzed traffic and parking conditions within Downtown; Evaluated the pros and cons of transitioning Jackson Avenue to a one-way.

### Highway 10 Corridor Study

The corridor study identifies a series of safety, access, and operational challenges for the Highway.

### 2040 Comprehensive Plan: Riverfront Planning

Outlines future guidance for Rivers Edge Park, and an ADA accessible seasonal dock to the River; Recommends additional connections to the river front.

### Elk River Parks and Recreation Master Plan (2015)

Provides facility and programming improvement recommendations for downtown area trails, river access, and area parks.

### Sherburne County Park, Trail, and Active Living Plan

Identifies conditions and needs for improved trail connectivity with Downtown and the Great Northern Trail and Mississippi River Trail; Downtown is within Sherburne County's Priority network corridor for improvements

### 2040 Comprehensive Plan Guidance

To guide city economic development actions, and promote cohesive developable areas, the city's 2040 Comprehensive Plan ascribed a series of character areas to the downtown. Guidance, including area-specific city policies and strategies, seek to promote job creation, enhance delivery of goods and services, and raise quality of life in each area.



Downtown Mixed Use



Uptown Mixed Use



Neighborhood commercial



Highway 169 commercial

### Key Takeaways

- Much of the historic development pattern of downtown remains, though is constrained by natural features and regional infrastructure.
- Existing land use and character area guidance is as in alignment with desired uses in downtown, but may benefit from some additional refinement.
- Only about 1/3 of available parking downtown is utilized on an average day, however available parking isn't necessarily perceived as convenient or "near" destinations.
- Converting Jackson Avenue to a one-way street was determined to be more detrimental to downtown than beneficial.
- Continued expansion of public space and access to the river is critical to maximizing downtown's potential
- New trail connections can connect downtown with the Great Northern Trail, Lion John Weicht Park, Bailey Point Nature Preserve, and other regional destinations



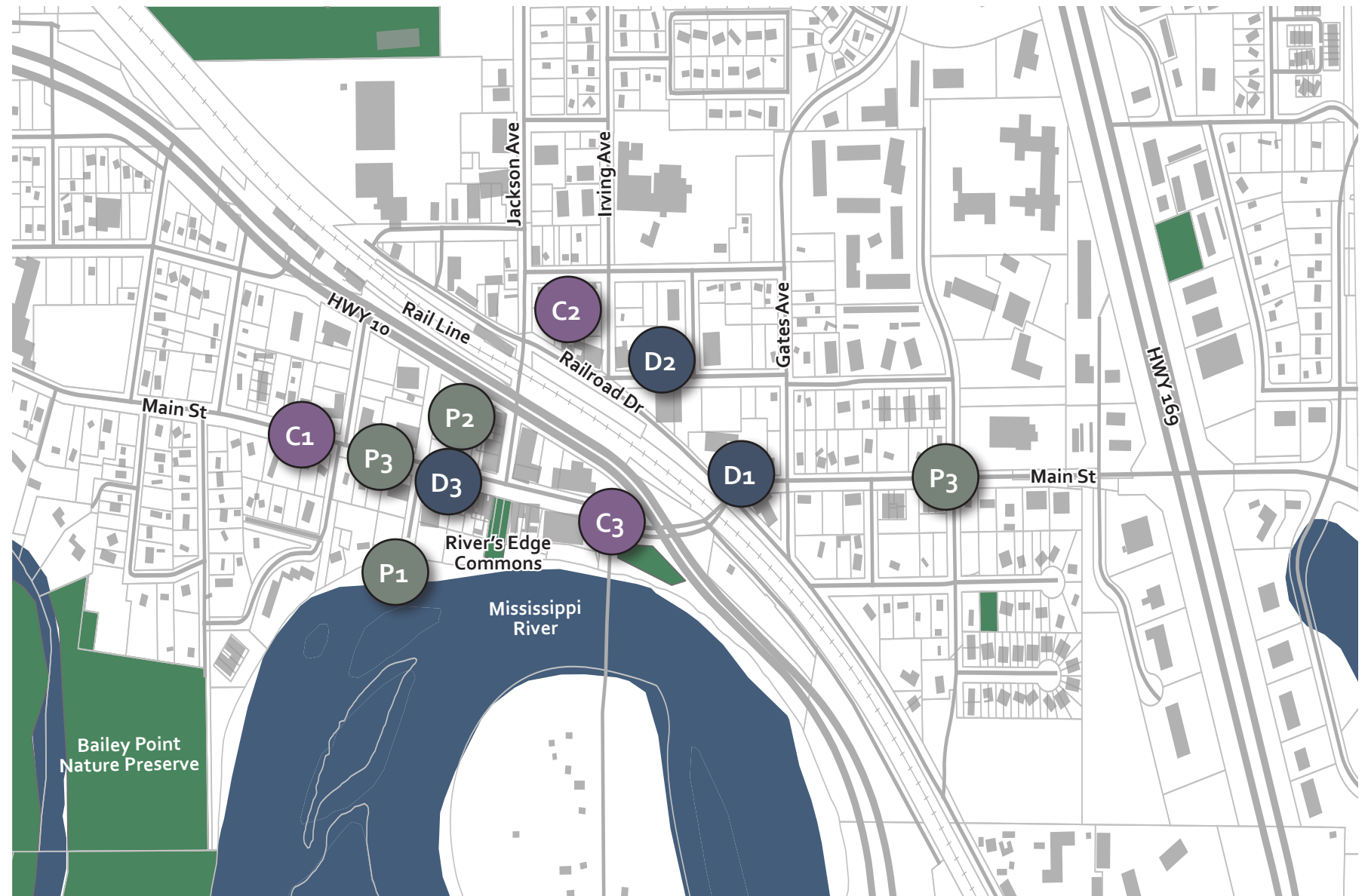
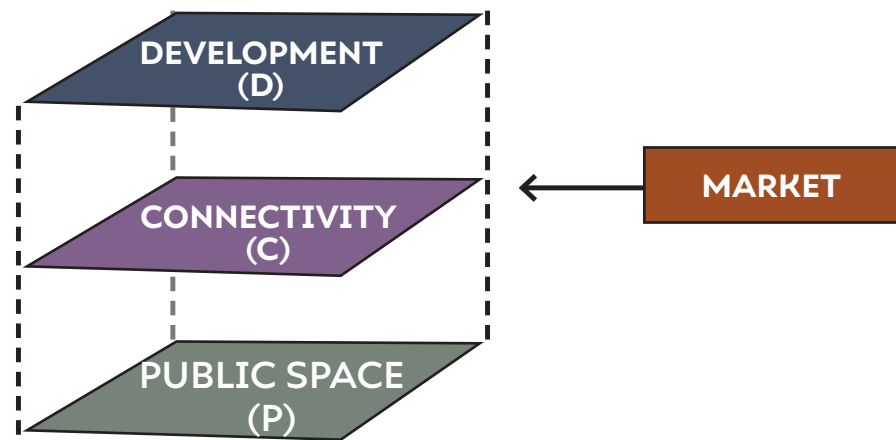
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# 2 ANALYSIS

# SYSTEMS OF ANALYSIS

The analysis of Downtown Elk River includes a review of Public Space, Connectivity, and Development. Understanding issues and opportunities through this holistic lens allows for targeted improvements, while recognizing their interrelated role each plays towards creating strong places.

The Plan is also supported by a market analysis. Findings from the market analysis further refined the analysis to identify and explore area recommendations.



## KEY FINDINGS

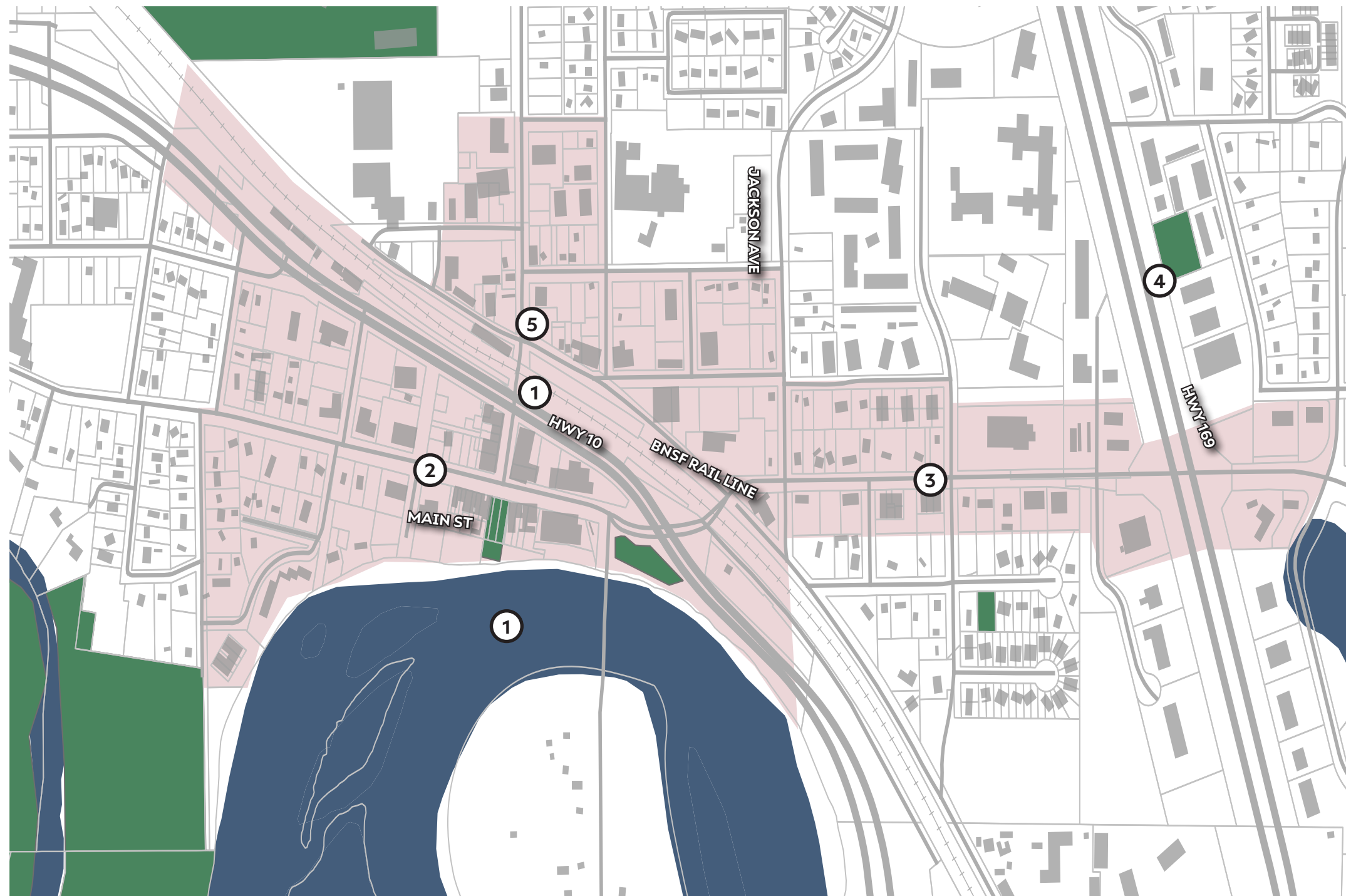
- D1 - Defined Development Character Areas
- D2 - Railroad Dr Redevelopment Opportunities
- D3 - Parking Lot Site, Church Site, Funeral Home Site

- C1 - Main St Design, Crossings of Hwy 10 & BNSF Rail Line
- C2 - Multimodal Connectivity
- C3 - Main St / Parrish Ave Intersection

- P1 - Leverage the River
- P2 - More and more frequent events
- P3 - Enhanced Main St pedestrian experience

# DEVELOPMENT

## Existing Conditions



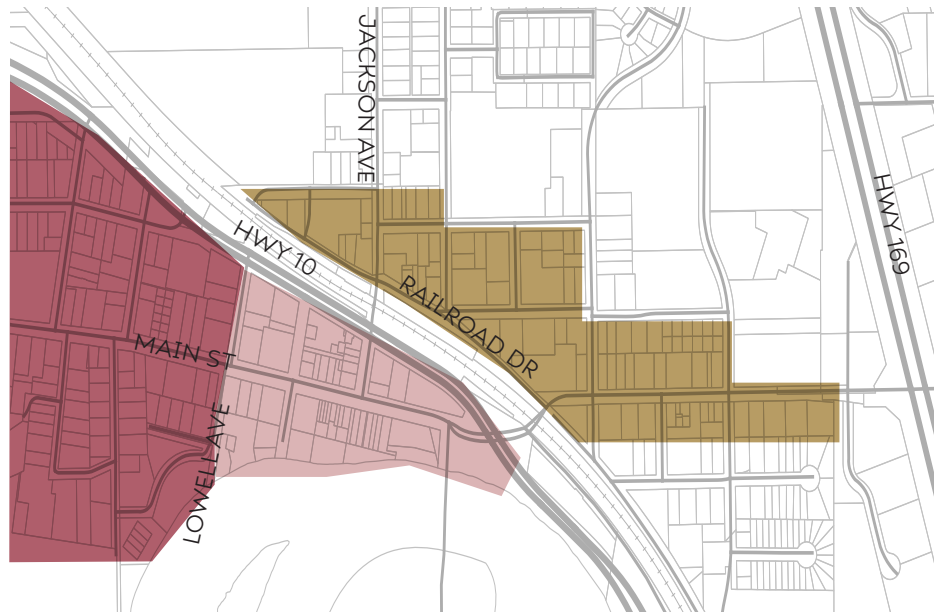
### KEY FINDINGS

- ① Downtown is wedged between the Mississippi River, Highway 10, and the BNSF rail.
- ② The City grew up along the river, therefore the older building stock extends west from Downtown.
- ③ As Main Street extends east towards Hwy 169 it lacks a consistent development pattern.
- ④ Most of the City's commercial development is along HWY 169 and not Hwy 10.
- ⑤ Though the rail line predates most of the city's development, the block pattern on the north side of the rail line appears to have been disrupted by the rail alignment.

 Study Area

# DEVELOPMENT

## Key Findings



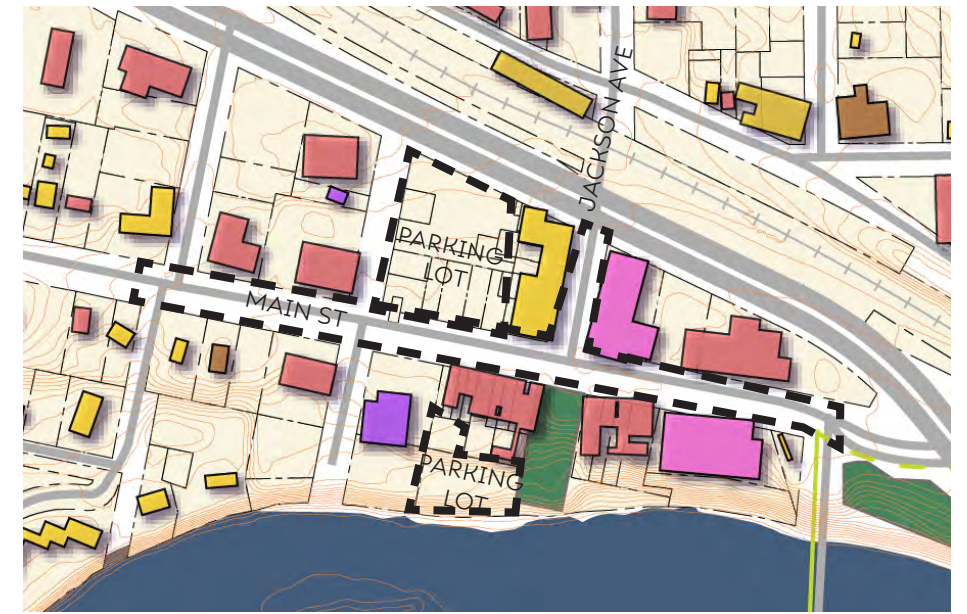
### Development Districts Character Areas

- Though the rail line and Highway 10 disrupt the physical fabric of the community, they create the opportunity to clearly define different character areas in the downtown area.
- Main Street, between Lowell Avenue and Highway 10 is generally considered the core of downtown - consisting of mercantile, commercial, and mixed use buildings. The area is a center of the community - a place where a mix of uses come together.
- West of Lowell, the character changes to urban neighborhood - where housing is the dominant land use. The width of Main Street remains relatively wide, which is inconsistent with the residential character astride it.
- Uptown, the area north of Railroad Drive, has never evolved into a place with a consistent character. The uses are not related to each other and the street grid and block pattern have abrupt edges along the rail line.



### Railroad Drive Opportunities

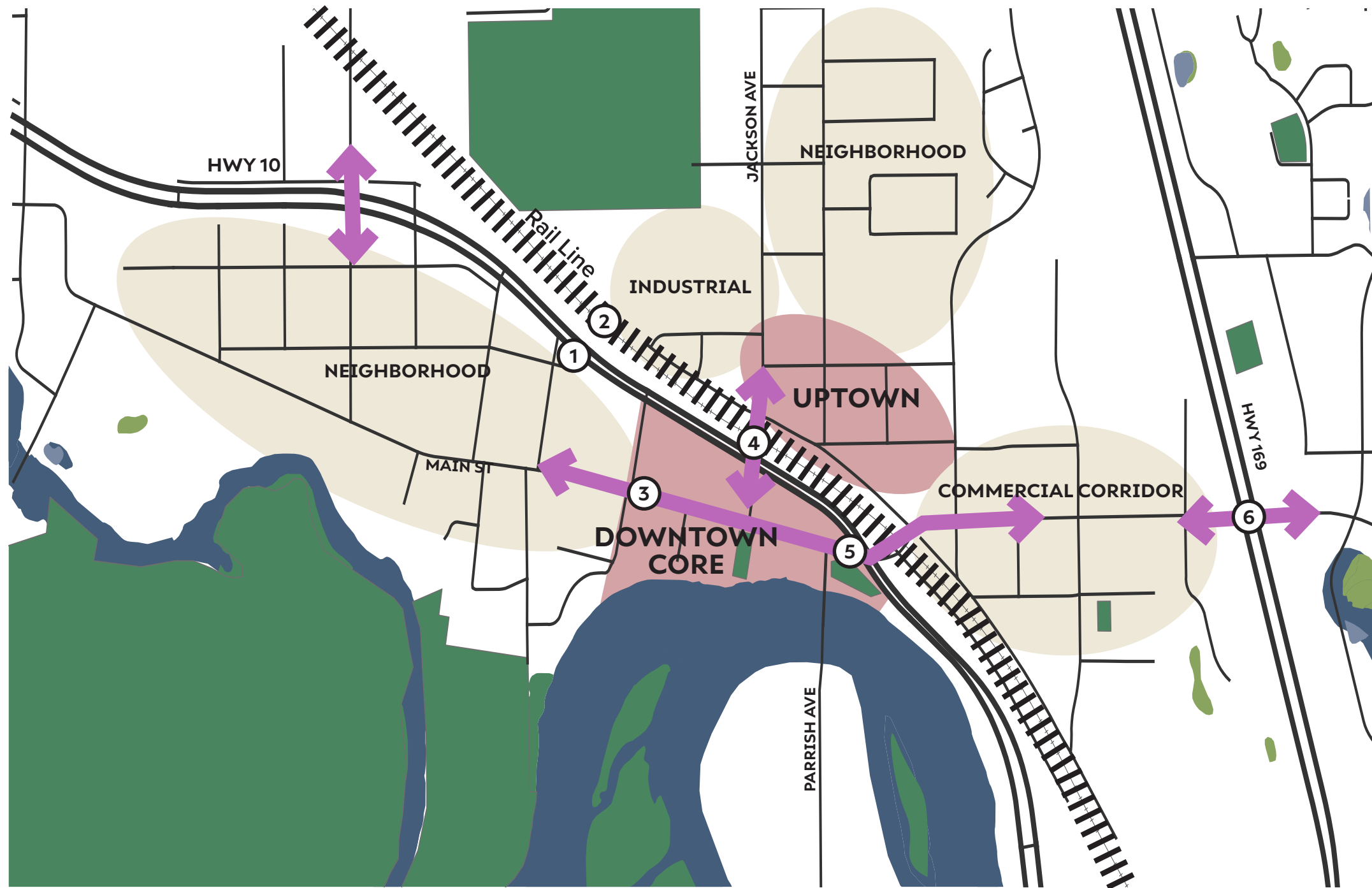
- The Main Street portion of downtown is relatively well built out, therefore there are only a few opportunities for redevelopment. Railroad Drive, on the other hand, presents significant opportunities for redevelopment.
- The properties are underperforming, in that land values exceed the building values - suggesting they are susceptible to change in the near term.
- Given the inability to add housing into the immediate Downtown, the Railroad Drive properties are well positioned for multi-family housing.



### Key Downtown Sites

- The City owns several key properties Downtown - including the public parking lot, riverfront properties as well as the street ROW. The City should use these properties to advance the goals of the Master Plan
- The church and funeral home are legal non-conforming uses in the Downtown. They are permitted to operate however they are limited in their ability to expand in that location.

# CONNECTIVITY

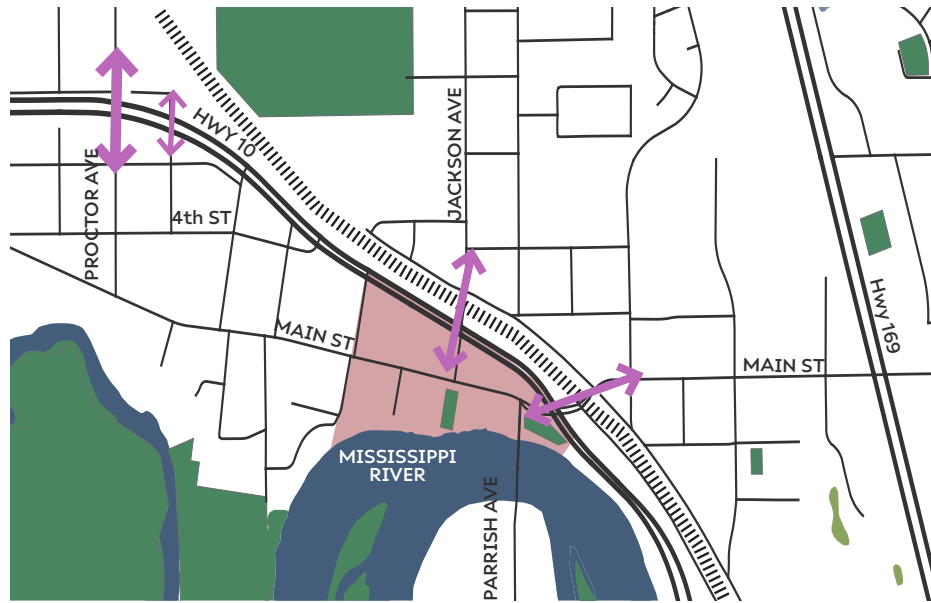


## KEY FINDINGS

- ① Hwy 10 bisects the study area, but also offers visibility and regional access
- ② The rail line bisects the center of the downtown area, and is a major barrier
- ③ Main Street is the primary east/west connector in downtown, and the anchor to the local network
- ④ Jackson Ave is the only north/south connection over Hwy 10 and rail line
- ⑤ The Main St/Parrish Ave/Hwy 10/Rail Line intersections are very difficult to navigate by car, foot, and bike
- ⑥ Improvements to Hwy 169 should alleviate area traffic, while offering another means of getting to downtown

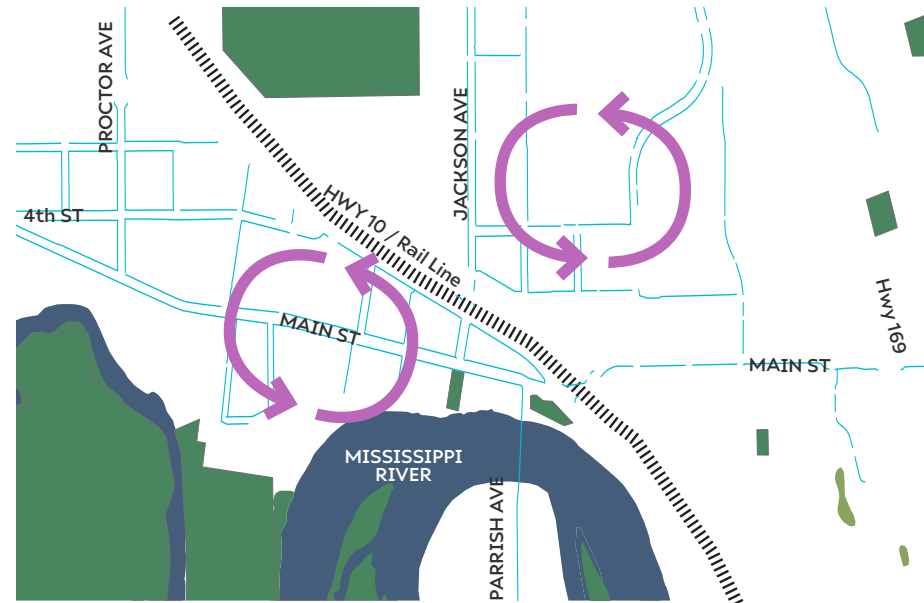
# CONNECTIVITY

## Key Findings



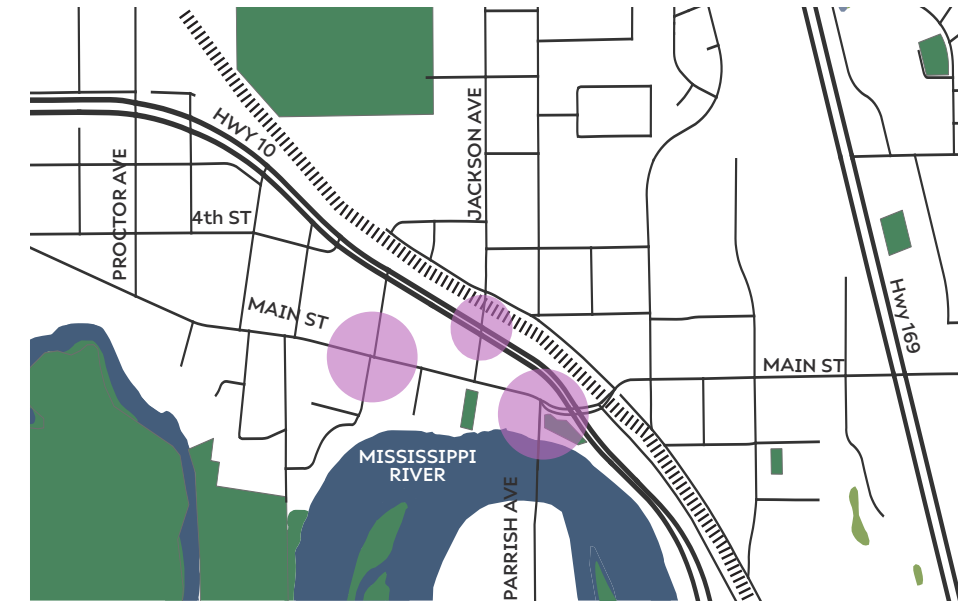
### A Disconnected Downtown

- The Downtown Core area is severely isolated due to Highway 10 and the rail line to the north, and the Mississippi River to the south. Getting into and out of the area requires “funneling” onto Jackson Ave, Main St east, and Parrish Ave - all of which have difficult crossings.
- Crossing Highway 10 and the rail line is difficult, uncomfortable if walking or biking and limited in location - the only places to cross within downtown are along Main St or Jackson St. The presence of both make circulation around the area very difficult, particularly during events, trains, or summer weekend traffic.
- The generous roadway widths, angled parking, and modest streetscape along Main Street, don’t promote an attractive retail and pedestrian experience. Reconsidering the roadway design towards one with more space for pedestrians, could better balance the many competing needs within the downtown core.



### More Places for Walking and Biking

- Walking within the downtown is generally concentrated within two, circular networks - one north of Highway 10 and one south. While the sidewalk systems is relatively well built in each, pedestrian connections between downtown and uptown are poor.
- There are currently no designated areas to bike into and around the downtown area, and wide vehicle lanes within downtown dissuades people from biking. Connecting downtown to area trails, particularly the Great Northern Trail, could bring another user group into downtown while promoting bike tourism.



### Vehicle Spot Improvements

- Vehicle circulation into and within downtown is often very uncomfortable. This is especially true during large events, the many times per day that trains pass, and during summer weekend traffic.
- Spot improvements at the Main Street / Parrish Avenue intersection could help with better circulation at the already location, while offering places to loop back into downtown.
- Similarly, Lowell Avenue at the west end of downtown could be redesigned to offer a loop back opportunity into downtown.
- Spot improvements at Jackson Avenue and Highway 10 crossing could help with vehicle access and safer pedestrian crossings.

# PUBLIC SPACE



## KEY FINDINGS

- ① Main Street and Jackson Avenue are major public space amenities, but primarily serve vehicles
- ② The city-owned parking lot is a major event space for activities like the farmers market
- ③ Rivers Edge Commons is the premier public space downtown, but its programming is limited to concerts and performances
- ④ The riverfront has the potential to be a major downtown amenity and public space, but is largely disconnected from downtown.
- ⑤ Surrounding public space destinations like Bailey Point Nature Preserve are not well connected to downtown for people walking and biking

# PUBLIC SPACE

## Key Findings



### Leverage the River

- The river is one of downtown’s strongest assets, yet it is only experienced via River’s Edge Commons and seasonal dock. Enhancing public space along the river and providing additional access and views, is a priority of this plan.
- Improvements along the river and connective public space, could better connect people to each other, the natural environment, and offering new recreational and event opportunities.



### More and More Frequent Events

- The community expressed a strong desire for more downtown events, particularly for families. Such events bring the community together to celebrate and socialize downtown.
- The provision of public events will need to balance available city resources, and consider space and facility needs for these activities. If aligned with supportive public spaces downtown, additional events could bolster the role of downtown in civic life, while reconnecting people to downtown as a identity of the city.



### Main Street and Jackson Avenue are the Key

- Main Street is the only east-west through downtown. It is also the primary connector and public space within downtown.
- Rethinking the design of Main Street and Jackson Avenue in the downtown core, would offer more space for pedestrian activity, eating and shopping, and events, all while improving multimodal connectivity in downtown.

# MARKET SUMMARY

## Demographics

	Downtown	Elk River	Sherburne County	Twin Cities Metro Area	Minnesota
Population	262	27,393	102,251	3,790,663	5,826,205
Population Growth, 2010-2024	0.4%	19.2%	15.5%	13.7%	9.8%
Avg. Ann Growth Rate	0.03%	1.4%	1.1%	1.0%	0.7%
Number of Households	134	9,725	36,136	1,479,626	2,309,848
Avg. HH Size	1.84	2.70	2.76	2.52	2.46
Housing Units	145	10,097	37,912	1,557,248	2,556,750
% Renter	55%	20%	16%	30%	27%
Median Household Income	\$43,414	\$100,945	\$101,911	\$96,864	\$86,801
Median Per Capita Income	\$30,479	\$42,879	\$43,615	\$50,717	\$46,714
Median Age	42.7	38.2	37.6	38.1	39

- 262 people live in the Downtown study area, making up just under one percent of the total population of 27,393. Between 2010 and 2024, population growth in Elk River outpaced county- and region-wide growth. The median per capita and household incomes are lower in Downtown than region wide due to the high concentration of affordable housing in Downtown Elk River.

## Income Distribution in Downtown and Elk River



- There is a higher concentration of lower-income households in the Downtown study area, largely due to the fact that nearly a third of multifamily housing units in this area are regulated affordable housing. Along with Jackson Place, the 23-unit Elk River Senior Apartments are affordable. However, the high concentration of upper-income households citywide suggests that there could be an opportunity to add higher-end housing and retail to Downtown.

## Employment and Commuting

- Retail trade, manufacturing, health care and social assistance, and educational services dominate the Elk River employment sector.
- Between 2012 and 2021, construction, manufacturing, accommodation and food services, and retail trade saw the biggest job gains among employment sectors.
- Over that period, the city gained 722 new jobs, a 6.7% increase in overall employment. Manufacturing and retail are the biggest employment sectors in Elk River, employing over 1,800 workers each and accounting for nearly two thirds of total employment citywide.
- Manufacturing sector employment in Elk River grew by 45% between 2012 and 2021 while retail grew by 23% percent.



## Location of Employment for Residents of Elk River



- Elk River has a total of 11,498 jobs, 81% of which are filled by workers from outside of the city limits (including unincorporated areas). Nearly 11,000 workers who live in Elk River commute to other communities for work. Just 2,169 (17 percent) of workers who live in Elk River work within city limits.
- Among workers who live in Elk River, 14.5% work in the city and nine percent work in Minneapolis, while 52% of Elk River workers commute to other locations, including unincorporated areas.

## Local Market Conditions

- Residents of Elk River and neighboring cities typically cross municipal boundaries to meet their daily needs. To understand the overall market dynamics in Elk River, the Plan analyzed a seven-mile radius from Downtown Elk River, which includes parts of Sherburne, Anoka, and Wright counties. Within this area, there are 8.3 million square feet of industrial space across 255 properties, with an additional nine proposed properties expected to add two million square feet of industrial space to the market. Multifamily



and retail are also among the most common use types by square feet, though there are more office properties than multifamily in this area. The relatively small office spaces support nonprofit offices, service providers like insurance agents, and mental health care providers.

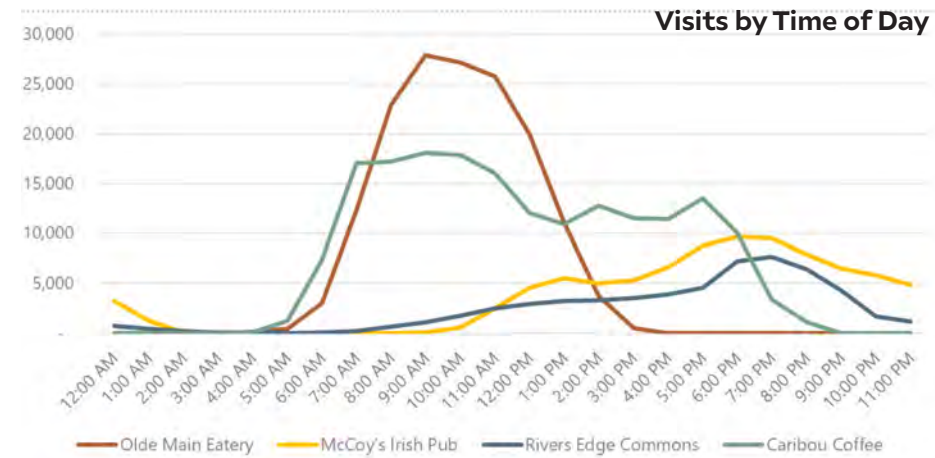
## Housing Permits in Sherburne County



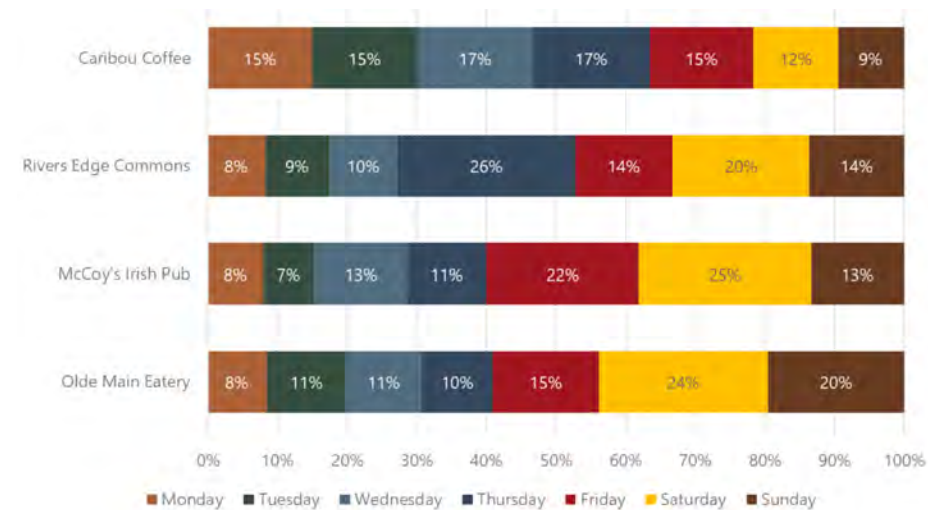
- Permitting has not returned to pre-Great Recession levels. While between 2000 and 2006, Sherburne County permitted an average of over 1,200 units per year, between 2017 and 2023 the county permitted an average of around 500 units per year. In 2022, 596 units were permitted, over half of which were in structures with five or more units. It does not appear that the COVID-19 pandemic has had a significant negative impact on permitting.

# MARKET SUMMARY

## Visitor Dynamics



Share of Visits by Day of Week



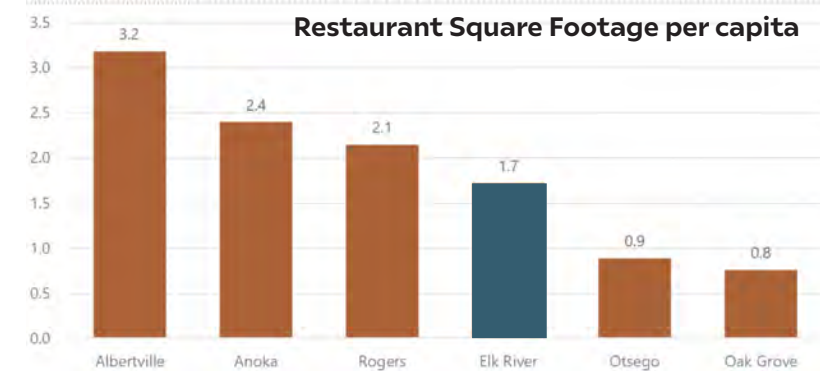
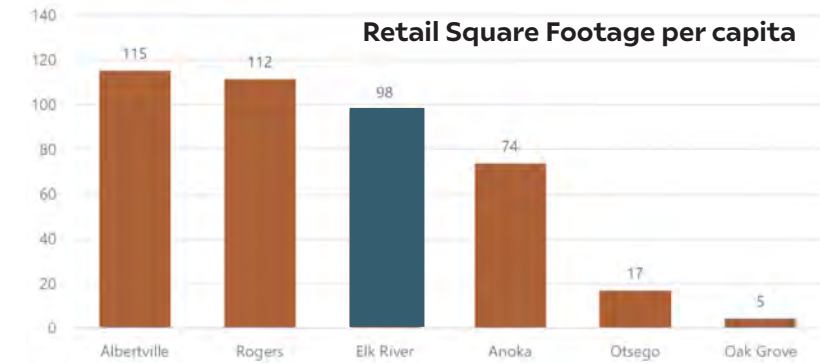
- Visits to Olde Main Eatery peak between 9 and 11 AM, while peak hours at Caribou Coffee are longer, lasting generally between 7 AM and 5 PM. Most visits to the Rivers Edge Commons and McCoy's Irish Pub are in the evening hours.
- Visits to Olde Main Eatery and McCoy's Irish Pub are concentrated on weekends, while Caribou Coffee attracts more weekday traffic. This is likely due to the fact that Caribou Coffee caters to drive-through customers on their way to work. Over a quarter of visits to Rivers Edge Commons are on Thursdays, when summer programming brings residents to the waterfront for concerts and festivals.

## Retail Gap Analysis

### Supply and demand for Selected Retail Categories within a Five Minute Drive of Downtown Elk River

	5-Minute Drive		
	Demand	Supply	Unmet Demand
Full-Service Restaurants	\$5,020,535	\$2,279,045	\$2,741,490
Beer, Wine, & Liquor Stores	\$1,249,762		\$1,249,762
Sporting Goods, Hobby, & Musical Instrument Stores	\$1,020,322		\$1,020,322
Other Miscellaneous Store Retailers	\$866,695		\$866,695
Furniture Stores	\$847,627		\$847,627
Home Furnishings Stores	\$746,922		\$746,922
Bars/Drinking Places (Alcoholic Beverages)	\$738,332		\$738,332
Limited-Service Eating Places	\$3,624,942	\$3,266,433	\$358,509
Office Supplies, Stationery, & Gift Stores	\$311,033		\$311,033
Shoe Stores	\$308,173		\$308,173
Electronics & Appliance Stores	\$1,466,148	\$1,271,890	\$194,258
Used Merchandise Stores	\$207,068	\$372,488	(\$165,420)
Jewelry, Luggage, & Leather Goods Stores	\$267,834	\$545,829	(\$277,995)
Florists And Miscellaneous Store Retailers	\$134,906	\$1,044,984	(\$910,078)
Book, Periodical, & Music Stores	\$163,044	\$1,645,774	(\$1,482,730)
Clothing Stores	\$1,689,441	\$3,305,221	(\$1,615,780)
Health & Personal Care Stores	\$4,360,267	\$8,473,176	(\$4,112,909)
Other General Merchandise Stores	\$6,715,224	\$11,155,648	(\$4,440,424)
Grocery Stores	\$8,949,073	\$27,873,802	(\$18,924,729)

- The category with the highest unmet demand within a five-minute drive of Downtown Elk River is full-service restaurants. This aligns with information provided by shareholders, who specifically stated the need for family dining as well as dining options open late enough for visitors to summer programming at the river. There is also an unmet demand for full-service and limited-service restaurants within a 20-minute drive of Downtown.



- Although Elk River has a high concentration of retail and service sector employment, it does not have the same concentration of eating and drinking establishments as peer cities. In Albertville, there are three eating and drinking establishments for every thousand residents, while in Elk River there are fewer than two.

# KEY TAKEAWAYS

## **The Center of The City.**

The role of Downtown is not necessarily to be the City's economic engine or a competitor to big-box anchored shopping centers, but rather to be a point of pride for the community and an amenity for residents, employees, and businesses. A healthy and thriving downtown communicates that the community is valued and helps to attract residents and businesses.

## **A Strong Foundation**

Elk River is a small but growing city with an active Downtown and supportive business community. From an occupancy and placemaking perspective, Elk River's Downtown is relatively healthy, especially for a town of its size.

## **Creative Opportunities**

Post-COVID work-from-home trends in the office sector are causing problems for central downtown office and retail vitality. Those same trends, however, present an opportunity for outlying and suburban communities that combine high quality of residential life with a well-rounded offering of amenities and services. Downtowns like Elk River's stand to benefit from the increased daytime "body count" to support walkable retail, dining, and small office spaces, especially with complementary residential options.

## **Leverage Continued Growth**

Elk River is growing rapidly, with an average growth rate of 1.4 percent annually between 2010 and 2024. Although residential permitting is below pre-Great Recession levels, this level of growth will continue to fuel a need for housing, requiring a combination of single-family homes and apartments. Downtown could be a key location for new apartments, but more everyday amenities will likely be needed to support Downtown residents. This could include small-format grocery or convenience stores, pharmacies, health clinics, and other necessities.

## **Introduce More Uses**

Downtowns are constantly improving and changing to meet resident needs. Adding more housing and mixed-use development proximate to Downtown and improving the connection between Downtown and the riverfront would help draw more visitors and support local businesses.

## **Events and Business Hour Alignment**

Most visits to Downtown Elk River are evenings during the weekends, as well as Thursday nights in the summer when there is programming, including the Farmers' Market and concerts at the riverfront. However, many of the stores, restaurants, and offices Downtown are not open into the evening hours. While there are limited spaces currently available for new family-friendly dining and entertainment, there could be an opportunity for the City to allow temporary or mobile vendors, like food carts.

## **Leverage the River for Unique Amenities**

Downtown currently lacks a suitable site to build a competitive hotel. However, if riverfront properties currently occupied by the church and funeral home could be assembled at some point in the future, a boutique hotel as part of a mixed-use development could fill a high value niche in a market with little variety in current supply.



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# 3 PLAN PROCESS

# THE PROCESS

## Project Goals

The Downtown Elk River Master Plan establishes a refined vision and set of implementation steps for Downtown and the immediately surrounding area. This vision builds on the City's 2040 Comprehensive Plan, while reflecting a deeper analysis of downtown's issues and opportunities.

The Plan is guided by a set of Goals to promote a place that is unique to Elk River—one that affirms the historic center of economic and social activity that Downtown played for the City, while affirming a need to continue evolving into a modern center.

It is envisioned that much of the existing fabric of Downtown will generally remain in place - the current roadway network, the types of land uses allowed, and the majority of the area's public spaces. However, a series of targeted interventions are suggested that build on this foundation towards a more robust destination and year-round place of social and economic activity.

## A Market-Supported Vision

The future vision of downtown should be aspirational, while supported by current and anticipated market realities. Implementation steps should balance city resources with long-term returns on public investments.

## A Public Realm That Supports Businesses and Events

Downtown's public realm is the lifeblood of gathering and activity. Improvements to the Public Realm must continue to support current downtown events and businesses, who rely on the public realm for their success. In turn, improving these spaces must set the stage for strong events and business growth.

## Balance Evolution with Predictability

Continued business success in downtown will require a level of predictability in the pace and scale of change. Future improvements downtown should be communicated proactively and regularly with downtown business owners. In doing so, local businesses can become active partners and champions of change.

## A Place People Can Comfortably Get To, And Get Around

Getting to downtown is critical considering the constraints of adjacent roadways, rail, and the river. Equally as important are clear ways to move around downtown once you've arrived. Downtown must therefore provide comfortable means of driving, walking, and biking to and around downtown for it to continue being successful.

## Appropriately-Scaled Development

The scale of future development in and around downtown must complement existing development, offer transitions in height and scale, and support the city's long-range vision.

## Events and Businesses that Bring People Downtown

The busiest days in downtown are driven by events. The continuation and growth of downtown events should be paired with destination businesses that encourage people to visit the area more often, and extend their stay while downtown.

# ENGAGEMENT AND STEERING COMMITTEE

Project engagement was conducted using a two-phased approach. This provided for initial, broad input gathering from the public in Phase 1, followed by a feedback loop in Phase 2 to confirm findings and share recommendations.

## PHASE 1

- Project Website with project details and information
- Online public preference survey (362 respondents, see Appendix A for results summary)
- Downtown Farmers Market pop-up
- Elk RiverFest pop-up
- Street decals about the project throughout downtown

## PHASE 2

- A project overview video that summarized key plan elements
- Public Open House at City Hall that presented key recommendations and outcomes of the plan.

The project was guided by a steering committee comprised of city staff, downtown business owners, and local stakeholders. The steering committee met monthly to review public feedback, evaluate opportunities, craft recommendations, and establish an implementation plan.

### WHAT WE HEARD

- The public deeply values downtown, particularly its businesses and events.
- Free or low-cost activities downtown draw the most people, particularly where there are things to do for young families and kids - something that is missing elsewhere in the city.
- Downtown should continue to attract more businesses, more places to gather, and better views and access to the River.
- Parking, or at least the perception of available parking, is a concern for the public.
- Within downtown itself, people did not want to see more housing, particularly if it comes at the expense of more stores and restaurants.



Downtown plan engagement at the Farmers Market (left), and Elk Riverfest (right).



Street decals about the project downtown



April 2025 public open house

# CONCEPT EVALUATION

## Development

### Downtown

The steering committee explored and evaluated redevelopment concepts on two, key sites in downtown - the city-owned parking lot north of Main St, and the Elk River Lutheran Church property, should redevelopment ever occur on the site. The church is expected to continue being a valuable member of downtown, and as such, this plan does not anticipate a specific timeline for that property.

Concepts explored on each site included:

- What an appropriate balance of development, public space, and parking may be on the city-owned parking lot.
- The amount and type of new public space that should occur along Main Street, what public improvements should be done to the Riverfront, and how might these spaces relate to each other.
- How much development can be along Main St and what uses should it include.
- Near and medium-term frontage or public realm improvement opportunities for the Church property, even while they remain at that site.

#### Downtown Development Guidance

- Any development on the city-owned parking lot should prioritize active ground floor uses along Main Street, and continue the character of downtown.
- A small green or public space on the parking lot site was desired, as a compliment to Rivers Edge Commons, and to continue hosting the Farmers Market
- Development on the city-owned parking lot must balance available parking throughout downtown.
- Any future development south of Main Street should ideally have a presence on Main Street, without turning its back to the river.
- The riverfront experience should be improved, but must be mindful of access and program needs of the Rivers Edge Commons, the visibility of new amenities to promote use and safety, and have clear physical and visual site lines to Main Street.

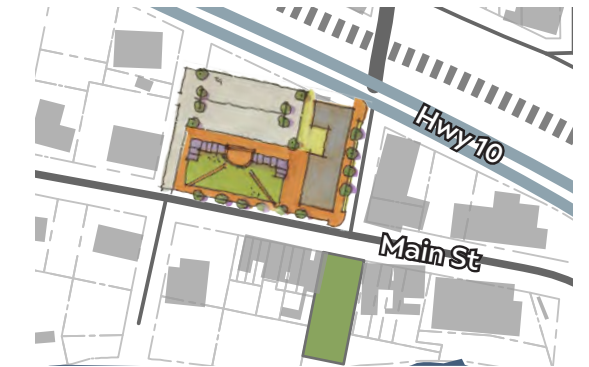
#### DOWNTOWN DEVELOPMENT CONCEPTS | City-Owned Parking Lot Development and Public Space



“Front Porch”: Small green space with parking area



“Marketplace”: year-round space for Farmers Market, pop-up events



“Town Green”: Larger outdoor space for events and gathering



“Double Liner”: A central parking ramp with adjacent development

#### DOWNTOWN DEVELOPMENT CONCEPTS | Riverfront Development and Public Space



“Riverfront Concessions”: Modest development with a destination riverfront



“Welcoming to the River”: Large development oriented to the river, with modest park space

# CONCEPT EVALUATION

## Development

### Uptown

The steering committee also explored and evaluated a series of redevelopment blocks north of Highway 10 and the BNSF rail line - termed "Uptown" during the planning process. Recognizing the comparatively larger area of potential redevelopment sites, this area was looked at holistically as compared to the site-specific approach to Downtown.

In Uptown, the development concept explored:

- What an appropriate balance of residential and commercial uses should be, and where each should be located
- The types, intensity, and general arrangement of residential uses throughout Uptown
- The viability of a grocery or convenience store, and a centralized small commercial "node" at the railroad drive roundabout.

#### Uptown Development Guidance

- Redevelopment in Uptown should be primarily residential, and allow for a diversity of housing types, scales, ownership, and price points.
- Denser development should be located along Railroad drive, and at major intersections.
- As feasible, a small or medium grocery or convenience store was seen as a good fit for the Uptown area.
- Closing Railroad Drive at Main Street could promote safer circulation at the rail road crossing area, but would require shifting access to Gates Ave.

### UPTOWN DEVELOPMENT CONCEPT



Mix of housing types, price points, and ownership, with modest targeted commercial uses.

# CONCEPT EVALUATION

## CONNECTIVITY

### Rebalancing Street Design

The steering committee considered rethinking streets, and the balance of how the public right of way is utilized for vehicles, people, business activities, and public realm enhancements.

For Main Street and Jackson Avenue downtown this included:

- What an appropriate balance of streets, parking, and space for pedestrians may be.
- How to promote more space for pedestrian and economic activity, like outdoor places to walk, eat, shop, and gather.
- For Jackson Avenue, how to improve business access along the block, which is currently ramped on the east-side of the street, with a contiguous railing.

For Main Street east of Highway 10 this included:

- With a limited available right of way, what improvements might be viable, particularly those that improve and create pedestrian space on the north side of the street and a more welcoming environment into the downtown study area.

#### Connectivity Guidance

- Within Downtown, the usage of the ROW should be rebalanced towards serving pedestrians, events, and street-level economic activity.
- On Main Street and Jackson Avenue there should be more trees and places to sit, while providing space for outdoor dining and selling of goods.
- On Jackson Avenue, improvements should seek out opportunities to allow for mid-block access along the western ramp.
- Main Street "east" should bury utilities, add more space for people to walk, and change the lighting to a more visually attractive style.

#### MAIN STREET DOWNTOWN CONCEPT (80' Right of Way)



Very large space for cars (60'), limited sidewalk space (10' each side)



Parallel parking on both sides, allowing 30' to be reallocated to sidewalks

#### JACKSON AVE CONCEPT (80' Right of Way)



Very large space for cars (56'), limited sidewalk space (12' each side)



Parallel parking on both sides, allowing 16' to be reallocated to sidewalks

#### MAIN STREET EAST (65' Right of Way)



Appropriate space for cars, with a single sidewalk and utilitarian utility poles and lighting



Reduce travel and turn lane widths, allowing 8' to be reallocated for another sidewalk and boulevard trees

# CONCEPT EVALUATION

## Public Space

### More Places to Gather and Play

Public space improvements were considered along Main Street, within the city-owned parking lot, and the Riverfront. These spaces were recognized for their continued importance of hosting events, attracting people downtown, and supporting a strong sense of place to support downtown businesses.

Public space considerations explored:

- The size, location, and design of any new public space in the city-owned parking lot
- Opportunities for improving the Riverfront's access, visibility, and design, including trails, event space, natural areas, and navigating grade down to the river.
- The relation of future public spaces downtown to Rivers Edge Commons.
- How sidewalks and the street could better support area businesses and events.
- The recognition that new public spaces in Uptown will likely come about through partnership with private developers.

#### Public Space Guidance

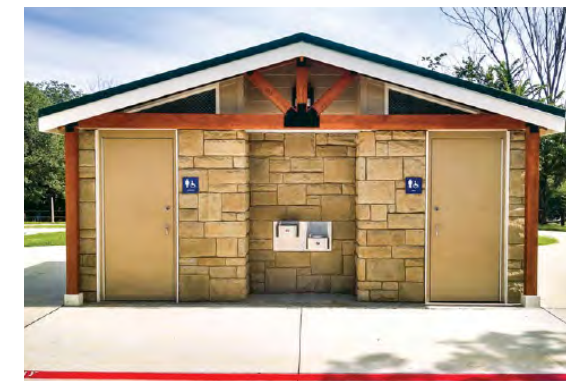
- The Farmers Market should continue to be hosted either in the city parking lot, or along Main Street. While a modest host structures could be of benefit, public space design and programming flexibility is important.
- Any new public space on Main Street in the city-owned parking lot should be modestly sized, while accomodating new development and public parking.
- While the riverfront could host some additional programming, most of this activity should remain along Main Street and Rivers Edge Commons.
- Any gazebo, bathrooms, or other structures along the riverfront should be designed with clear site lines to Main Street to promote use and safety.
- New public spaces in Uptown will be opportunity-driven, and in partnership with future private development.

#### MAIN STREET PUBLIC SPACE



Exploration of a large public green space (above), smaller covered market (top right), and covered streetscape features (bottom right)

#### RIVERFRONT IMPROVEMENTS



Riverfront improvements like trails (left), development-driven trails (middle), or pop-up vendor space (right)



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# 4 RECOMMENDATIONS

# THE PLAN

## DOWNTOWN

The community's center offering places to work, shop, dine, gather, and play.

## UPTOWN

A new walkable residential neighborhood, with many options to live, close to downtown.

## THE RIVERFRONT

A destination park, leveraging views of the river with new places to recreate, gather, and play.



# DOWNTOWN

Downtown Elk River has a strong foundation in which to build on. In leveraging its many assets - the business community, Rivers Edge Commons, year-round activities, and highway visibility - downtown will further assert itself as the destination center of the city.

Improvements to the street and sidewalk will provide a public realm that both compliments downtown businesses, while creating flexible space for events to naturally expand into. Targeted and strategic redevelopment will expand existing street activity, while offering more places to work and live. Similarly, as improvements to the river are incrementally accomplished, new development will be drawn to the views and access of the river. Elsewhere, events and activities will continue to grow, offering families, residents, and visitors more things to do together throughout the year.

Access into and around downtown will be enhanced by carefully implemented improvements along Main Street and Jackson Avenue. Strategically located gateway projects will provide people "loop backs" through downtown, addressing the challenges of a linear downtown, hemmed in by the highway and river.



**Downtown will continue to evolve into the center of the city's identity, offering year-round activities, commerce, and connections with friends and neighbors.**

# DOWNTOWN

## City-Owned Block

The City owns a 2 acre site in the middle of downtown. The site currently hosts a 160 space surface lot, and a small 4,000 sq ft turf green space.

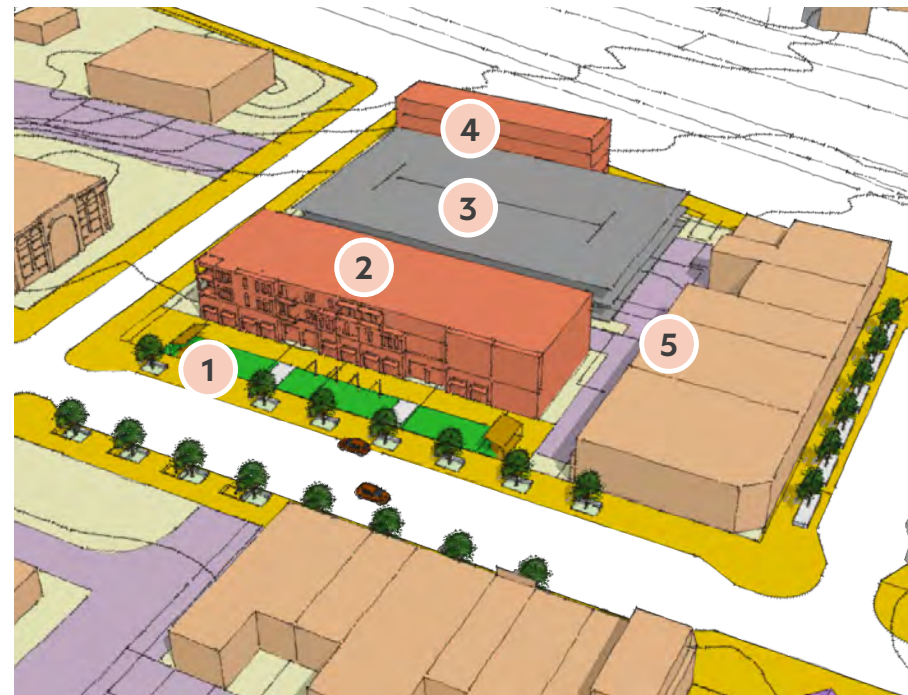
Future development of the site must balance the creation of an active retail frontage along main street, the provision of a publicly-accessible public space, and preservation of at least a portion of the site for public parking. An east/west oriented parcel (PID 75-00405-0240) in the center of the site could provide a convenient delineation between the development and parking areas, while maintaining vehicle access to existing development on the west side of Jackson Ave.

As the city prepares for a future development RFP, it should remain flexible on the exact development and public space arrangement. Some options shown here illustrate how development and public space programming could be arranged.

### Key Outcomes

- New publicly accessible park along Main St, that can accommodate the farmers market and other events
- Active ground floor with direct access onto Main Street
- Pedestrian-scale design and frontage along Main Street
- Above-floor office or residential uses
- Maintain ability for future structured, shared parking ramp
- Explore the viability of a linear development along Highway 10
- A publicly-accessible restroom for the public space

### DEVELOPMENT VISION

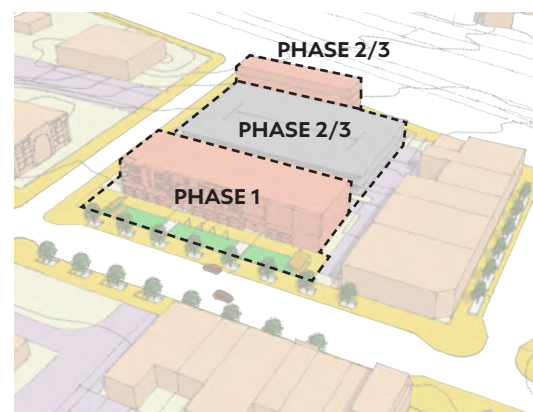


### POTENTIAL DEVELOPMENT OUTCOMES

- 8,000-12,000 sq ft ground floor retail space
  - 20-25 new housing units or 16,000 - 24,000 sq ft new office space
  - 6,000 - 10,000 sq ft public space to gather
  - 80-160 parking spaces (pending future structured parking)
- 1 Publicly-accessible green space along Main Street
  - 2 Mixed-use building, with active ground floor and office or residential above ground
  - 3 Surface, or future structured parking
  - 4 Space for future "linear" development
  - 5 Maintain access to existing building, with rear alley

### SITE PHASING

The initial development may not be able to deliver structured public parking or linear development, so the city should anticipate multi-phased site improvements. Development on Main Street should ensure feasibility of future site improvements.



### DEVELOPMENT ALTERNATIVES

The city should maintain an openness to working with a private developer on a feasible development plan that meets city goals. Recognizing this, other development alternatives were explored that could also meet the needs and expectations of the community.



# DOWNTOWN

## Elk River Lutheran Church Site

Elk River Lutheran Church is a strong downtown partner, and is an amenity for the community. The City and downtown stakeholders should continue to partner with the church towards opportunities for continued local partnerships

If the church ever desires to relocate, the site could play an important role in the continued evolution of downtown business and public space improvements.

A mixed use project that offers commercial uses along main street, residential, office, or event uses in the rest of the building, and extends park space along the River, could be a unique site that leverages both the River and Main Street.

### Key Outcomes

- Establish a shared parking agreement on the back surface lot, for public use
- Coordinate on planned frontage and site improvements along Main Street, to reduce vehicle access points onto Main Street, create places to sit, and provide vegetation or a small greenspace
- Continue to work with the church as a strong partner and amenity within downtown

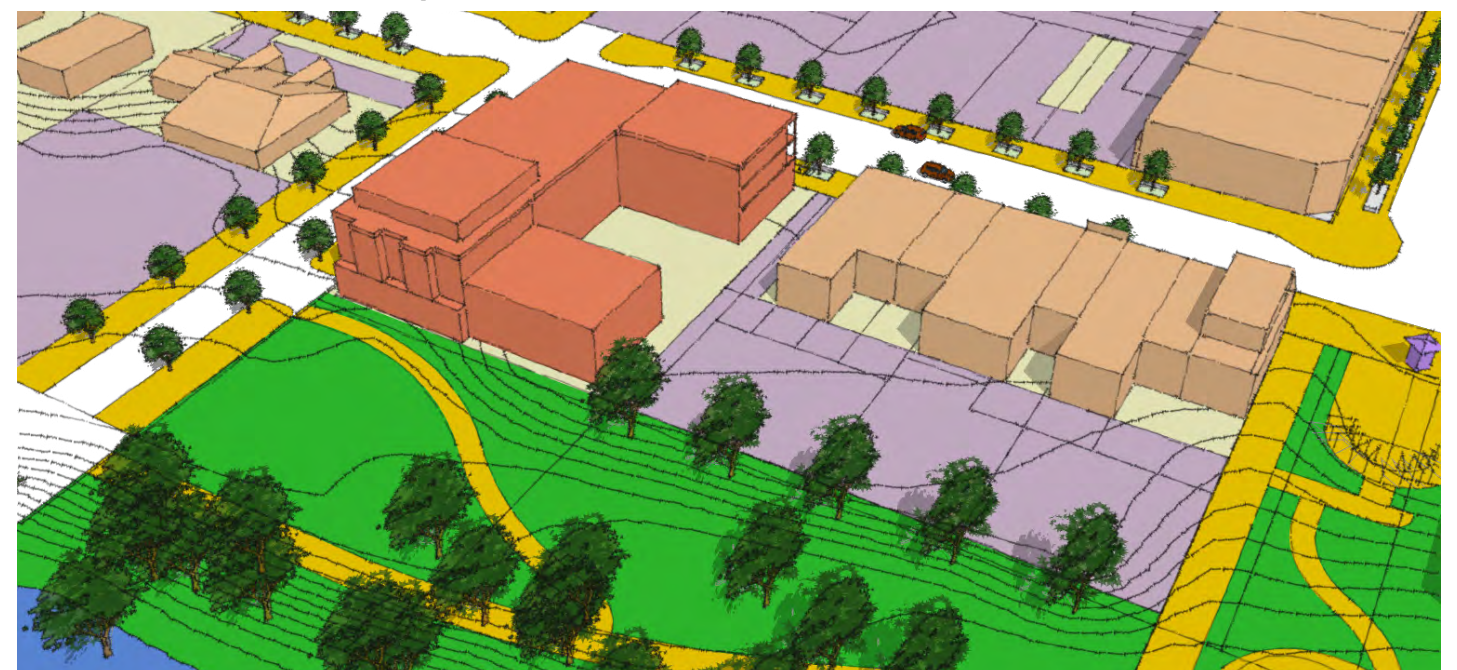
Existing



### Key Outcomes

- Active ground floor with direct access onto Main Street
- Pedestrian-scale design and frontage along Main Street
- Above-floor office or residential
- Underground or podium parking, to reduce parking footprint
- Convert the lower surface parking lot to extended green riverfront park space

Potential Future Redevelopment



# DOWNTOWN

## King to Lowell

On the southwest edge of downtown, the “King to Lowell” block offers long-term, opportunity-driven redevelopment potential to extend the active frontage of downtown while further activating the river.

The block is anchored by a funeral home that sits on the east half of the block. If it were to relocate in the future, that site could become a significant redevelopment opportunity in that the property spans Main Street to the River.

A redevelopment could include a large mixed use project with active street frontage, or a modest boutique hotel. Adding a hotel downtown would further establish downtown as a destination.

Elsewhere on the block, larger commercial or residential development should line Main Street, whereas town homes or small apartment housing could line the riverfront to the south. Redevelopment of the block should include extending the riverfront park west to at least Lowell Ave / Angel St.

Structured or interior surface parking would likely be required, but could service the needs of the entire block if designed well.



- 1 Mixed-use buildings along Main St and Lowell Ave, with active ground floor on Main St, and office or residential above ground
- 2 Boutique hotel with views to the River
- 3 Expanded public park
- 4 Housing fronting the riverfront park

### Key Outcomes

- Medium-to-high density housing, with active ground floor uses along Main Street, along the northern half of the block.
- Townhomes or similar owner-occupied housing along the southwest quadrant of the block, leveraging views of the river.
- A modest or boutique hotel along King Avenue NW, connecting Main Street to the Riverfront, leveraging views and access of the river.
- As development along the riverfront occurs, portions of land along the river is transitioned to public riverfront park space, with trails connecting Rivers Edge Commons to Bailey Point Nature Preserve



Modest townhomes, tri-plexes, or similar scale housing could be located along the riverfront



Stillwater’s Hotel Crosby. Credit: Ironmark Building Co.

# DOWNTOWN

## Main Street and Jackson Avenue Redesign

The city is planning to reconstruct Main Street and Jackson Avenue in the coming years, presenting an opportunity to rethink the layout and function of the street.

The design “balance” of the street today has about 75% of the right of way used for vehicles - traveling, delivering, or parking. The redesign of Main Street and Jackson Ave should instead move each towards a 50/50 balance, in which the right of way supports vehicles and pedestrian activity in equal balance.

The subsequent increase in available sidewalk space between buildings and the street, would allow for twice as much room to walk, roll, dine, shop, and gather, than currently exists today.

To do this, the plan envisions all angled parking is shifted to parallel parking, and the two travel lanes are reduced to 11 feet. The space “gained” from these changes is enough to double the sidewalk space on both sides of the street, including a new boulevard space with seating and planters for trees.



To account for the reduction of on-street parking, the city should pursue and secure parking agreements with surrounding private commercial properties, and Elk River Lutheran church. Such agreements could more than offset the anticipated change of on-street parking.

This transition in street design has the potential to establish Main Street as a destination street in the city in which daily activities happens.

**Jackson Ave Redesign**



**Main Street Redesign**

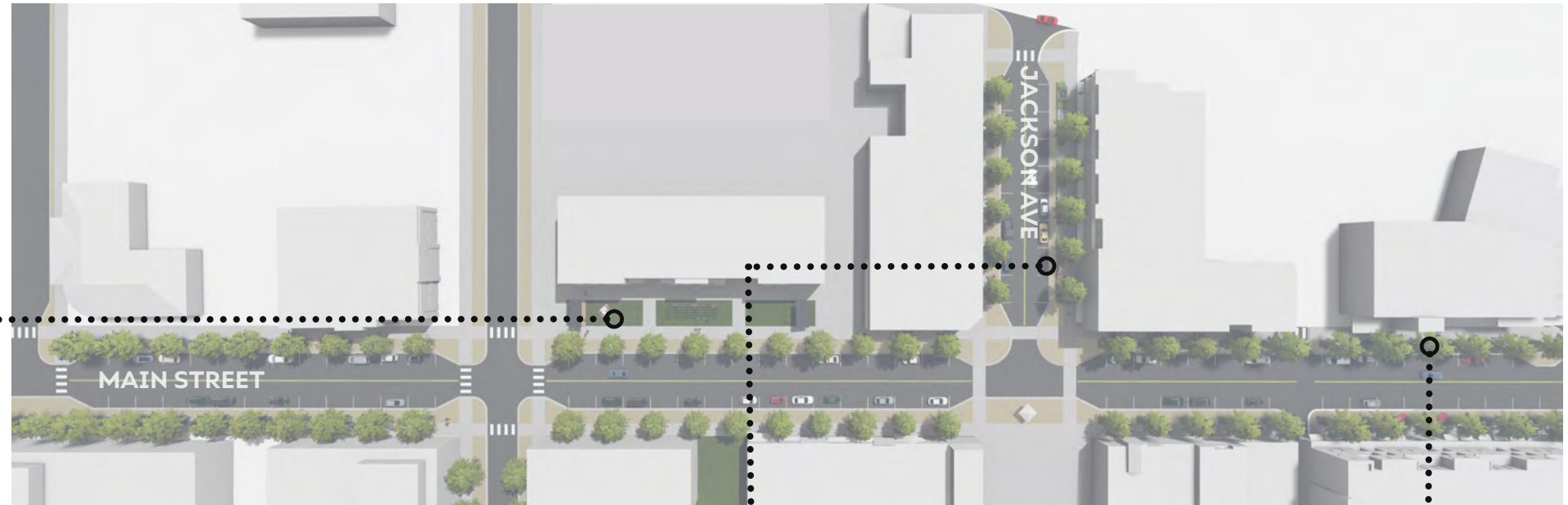


# DOWNTOWN

## Main Street and Jackson Avenue Redesign

### Key Outcomes

- Main Street and Jackson Avenue are destination streets that balance vehicles and pedestrians, and better serve downtown activities.
- Leveraging a new public space with the King Lot development, events in downtown utilize the expanded sidewalk and boulevard space, while possibly extending into Main Street for larger events.
- Construction occurs through a phased approach, that incrementally closes and constructs streets and sidewalks, and balances project cost, time, and property access.



### Flexible Event Space

The additional sidewalk and boulevard space on the north side of Main Street will compliment a future public space at the King Lot development. Events in this public space could spill out onto the sidewalk and boulevard - possibly even the street itself - offering flexible event space that can grow and contract with an event's needs.



### New Access to Jackson Ave Shops

By shifting Jackson Avenue's angled parking to parallel, and tightening up travel lanes, a redesigned street will add on-street parking while also increasing the sidewalk space on the east side of the street. In doing so, the current ramped edge could include a landing, periodic stairs to create new points of access to shops, and seating space that "overlooks" the street.



### Casual Gathering

The redesign of Main Street would allow for casual outdoor gathering, dining, and even shopping - something downtown lacks today. The new boulevard spaces could act as an extension of businesses, offering additional seating space, areas to advertise and sell goods, or simply to leverage the seating and trees for an attractive "front porch".

# DOWNTOWN

## Entrances and Gateways

As a narrow, linear downtown wedged between Highway 10 and the Mississippi River, Downtown Elk River lacks routes to “loop back” around to get to a destination. This east end of downtown particularly struggles with this, as missing a destination means having to navigate the Parrish Ave/Hwy 10/Rail Line intersections.

As part of the reconstruction of Main Street, there are opportunities to establish both simple and innovate “loops” at either end of downtown, while also establishing clear gateways.

At Main Street and Lowell Avenue, a mini roundabout would offer this circulation, create a modest welcome feature to downtown, and realign the intersection. To the east, a more complex intersection may warrant an interim solution, while more significant opportunities are explored (see pg X). A U-turn loop back feature could be added just before the parrish intersection, allowing vehicle U-turns while preserving access from Parrish Avenue and into the Bank of Elk River. Within this feature could be a modest art of signage feature, welcoming in visitors. While untraditional, the city of Columbia Heights recently implemented a similar feature.



U-Turn loop back design in Columbia Heights

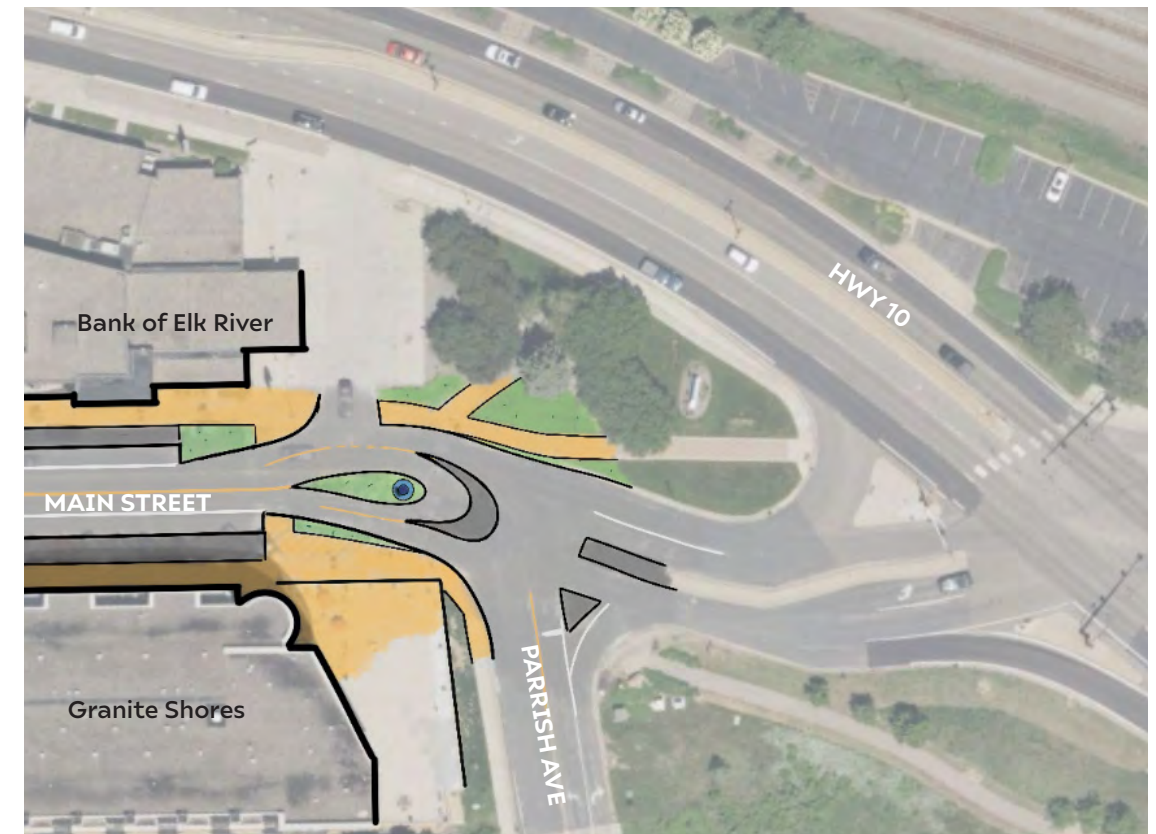
### Key Outcomes

- Conduct a design and operation feasibility study for the Main St/Parrish Ave intersection U-Turn design, as part of the Main Street reconstruction project.
- Reconstruct both intersections as part of the Main Street reconstruction project, implementing public art, signage, or other gateway features.

Main St & Lowell Ave Mini Roundabout



Main St & Parrish Ave Interim Design



# DOWNTOWN

## Downtown, Highway 10, and the Rail Road

The east entrance into downtown is a complex convergence of road, rail, and river. The area is very difficult to cross east-west, particular during rush hour or when there is one of the dozens of trains that pass through the area on a given day.

Improvements to the East Entrance will require significant, and long-term coordination between the City, MnDOT, and BNSF (the rail line owner). Highway 10 is still in a state of good maintenance, and likely won't be due for reconstruction for many years. The City should therefore use this time to plan for and develop design improvements that enhance the entry experience into downtown, while ensuring MnDOT and BNSF needs are continued to be met.

One solution could be to separate Highway 10 and Main Street - an approach called "grade separation". In this scenario, Highway 10 would be elevated over Main Street, while adding a pair of roundabouts to Main Street to allow for easy on/off access from Highway 10, and the ability to "loop" back into downtown. The BNSF rail line would remain in its location, and Main Street would use the grade change to tunnel underneath the rail line, before coming back to grade at the Gates Ave intersection. This would require closing the Railroad Dr access to Main Street.

Roundabouts aren't necessarily the preferred route for pedestrians, however east-west pedestrian safety would be significantly improved as people would no longer need to cross Highway 10 or the rail line. Comfortable sidewalks, pedestrian scale lighting, and even the inclusion of art or other features could make it an attractive pedestrian route.

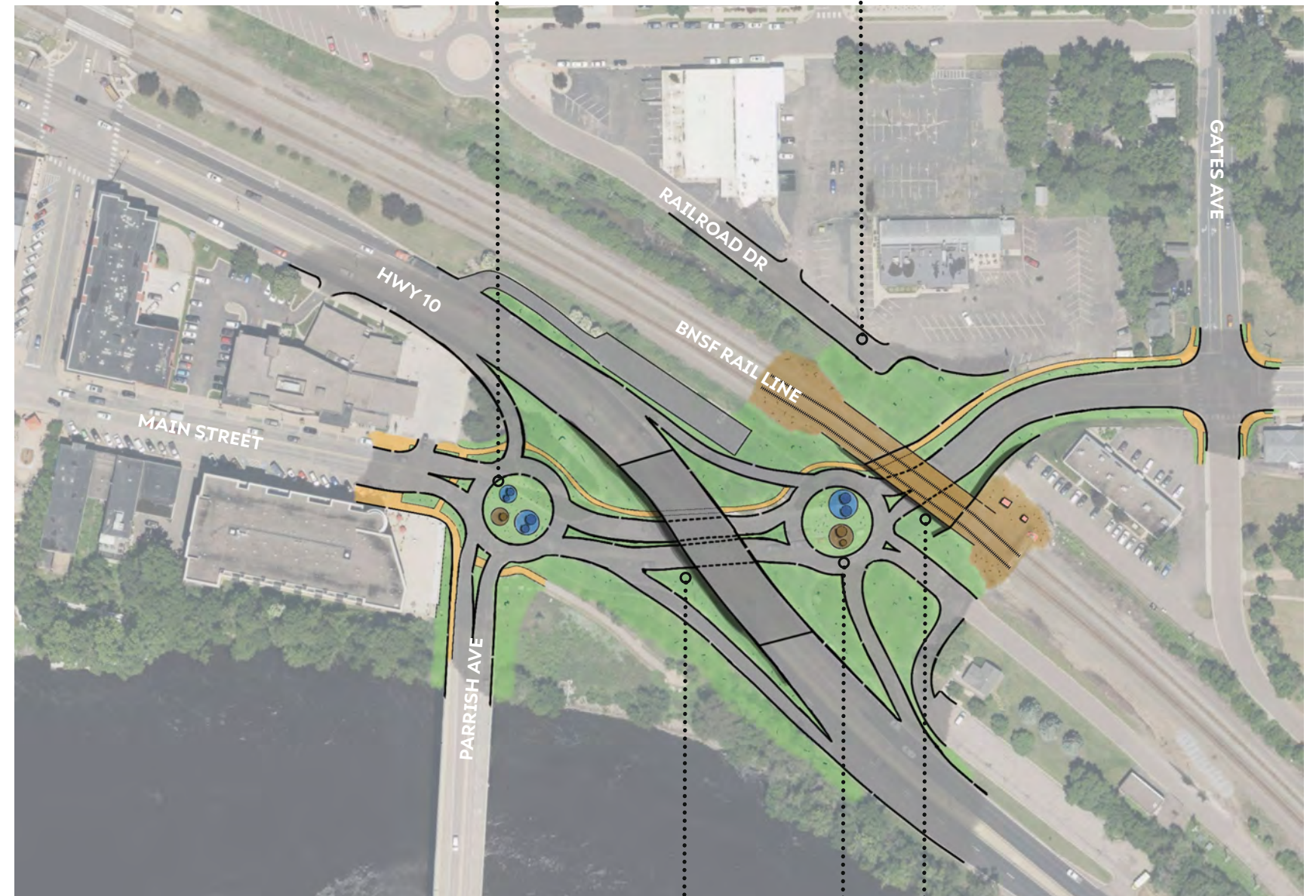
While this is just one concept, the City should continue to coordinate with MnDOT and BNSF, while progressing additional feasibility studies for the area.

### Key Outcomes

- Conduct a design and operations feasibility study, to determine the viability, and alternative layouts, for the interchange area.
- Initiate conversations with MnDOT and BNSF, to raise awareness of design opportunities and challenges.
- As feasibility assessments occur, continue working with MnDOT and BNSF on design, funding, and timeline coordination.

A roundabout between Highway 10 and downtown at Parish Avenue allows for circulation and "loop backs" into downtown

Closed Railroad Dr access



Highway 10 is elevated over Main Street

Main St uses existing topography to tunnel under the BNSF rail line, which remains at current grade

A roundabout between Highway 10 and the BNSF rail line allows for circulation and loop backs into downtown

# THE RIVERFRONT

The riverfront holds the potential to be an even more significant amenity for downtown, and a stronger part of its identity. Downtown has made several improvements to leverage the water to draw people and activity to downtown, yet could benefit greatly from even more investment. Establishing a signature public riverfront edge could become a defining feature within downtown, and offer a unique amenity in which to draw more activity, people, and private development interest.

Such a space should be a gathering spaces for families, employees on a lunch break, friends meeting for coffee, or shoppers looking for a brief respite. The naturalized edge offers year-round views of the water, while providing flexible programming space that compliments commercial and event activity within the redesigned Main Street and Jackson Avenue.

Expanding publicly-accessible space along the riverfront will be a multi-year, multi-phase approach, with strong partnerships and collaboration with current and future property owners. While the city can take some initial steps today, property owners and other stakeholders will be necessary partners to build this amenity.



**Downtown's public riverfront will be a local and regional draw, while offering a unique place to rest, play, and gather that supports Downtown.**

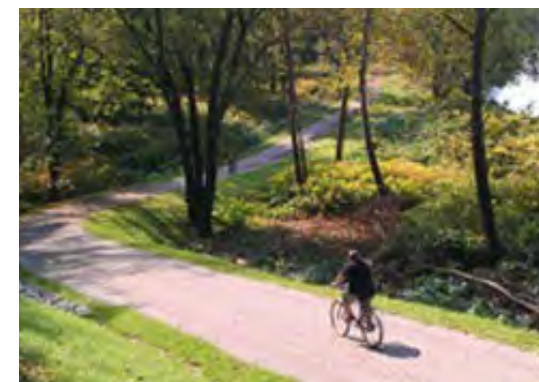
# THE RIVERFRONT

Today, the Riverfront plays a limited role within Downtown’s daily life, as many buildings back up to the river, and few provide direct visibility and access

Changing this will require significant adaptations to existing buildings, or more practically, changing the expectations of future development along the river. As such, any future development facing the river should ensure strong visibility of the water, and whenever possible, direct access to future public space.

Within this public space, the city and should implement trails connecting Rivers Edge Commons to Bailey Point, while exploring future feasibility of a suspended or elevated trail between Rivers Edge Commons and the Parrish Bridge (in response to bluff and grade). Supportive elements and programming should accompany this trail, including pedestrian scale lighting, plenty of seating, public art, and strategy places to pause and enjoy nature. The south terminus of King Avenue in particular could be such as place, offering an overlook at the rivers edge, and a modest plaza space for events.

Future improvements should ensure continued drop off access for performers at the Rivers Edge Commons, which could be facilitated with a larger trail from King Avenue. Likewise, any future structures, restroom facilities, or similar programmable space should have clear visibility and sightlines, while ensuring maintenance staff have clear and easy access.



## Key Outcomes

- Transition the city-owned parking lot to a riverfront park area, with wide trail access to allow for access to the amphitheater
- Generous trails that connect riverfront park to Bailey Point nature preserve to the west
- “Punch out” spaces such as docks or overlooks that people can look out over the river, particularly at the end of King St
- Small pad spaces for park activation, such as coffee carts or book mobiles
- Places to sit, rest, and play, with clear wayfinding and signage

# UPTOWN

Within and around Downtown, the strongest opportunity for new and more places to live is within “Uptown” - the four blocks within Jackson Avenue, 4th Street, Railroad Drive, and Gates Avenue.

While Downtown will continue to offer a mix of places to shop, work, play, and live, Uptown will be defined as a residential neighborhood with a mix of housing options. Larger apartments could be located along Jackson Avenue and Railroad Drive, whereas smaller town homes, apartments, or even compact single-family homes, are found in the interior and Gates Avenue.

As opportunity-driven commercial uses emerges, they will be located along a small activity “node” at the Railroad Drive, Irving Avenue, and 3rd Street intersection. Likewise, a small or modest grocer could be located in the southeast corner along Main Street, leveraging the proximity of Uptown and Downtown, along with visibility from Highway 10’s more than 30,000 daily travelers.

Along Main Street “East”, an enhanced entry experience is provided with an additional sidewalk, improved streetscape, and signage that clearly orients travelers to downtown.



**Uptown will be a new, walkable residential neighborhood, offering more housing choices in close proximity to downtown.**

# UPTOWN

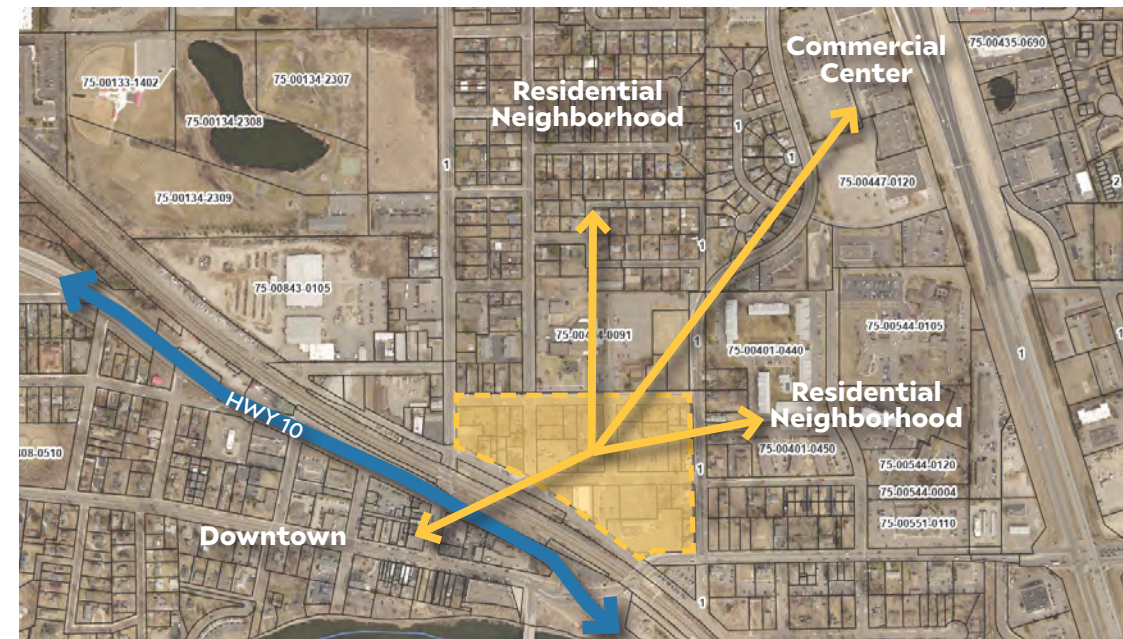
## A New Neighborhood



- 1 A variety of housing types and options
- 2 Commercial uses oriented around the Railroad Dr intersection
- 3 Removed Railroad Drive access to Main Street
- 3 A small, modest grocer

### Key Outcomes

- A mix of housing types, styles, ownership, and price points, to provide a broad range of housing opportunities for the uptown area.
- A walkable, pedestrian scaled area, that leverages the existing street network and grid.
- Opportunity-driven commercial uses are oriented around the Railroad Drive/ Irving Avenue/ 3rd St intersection, creating a small activity node within the neighborhood..
- A new modest grocery store in the southern area of Uptown, serving residents in Uptown, Downtown, the surrounding neighborhoods, and travelers along Highway 10. Railroad Drive access to Main Street should be closed off at this location.



Uptown is strategically located to support downtown and surrounding commercial areas, while complementing surrounding residential neighborhoods. Additionally, future commercial uses in Uptown, such as a grocer, would benefit from the visibility and access to Highway 10.

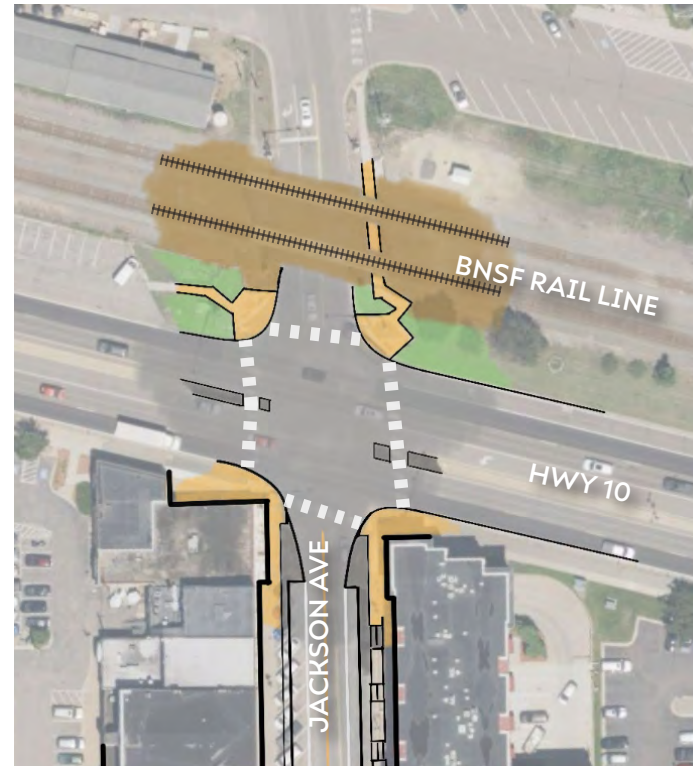
# UPTOWN

## Jackson Street Crossing & Main Street East

### Jackson Avenue Crossing

Improving the Jackson Avenue crossing at Highway 10 will offer better pedestrian safety and stronger connectivity between Downtown and Uptown.

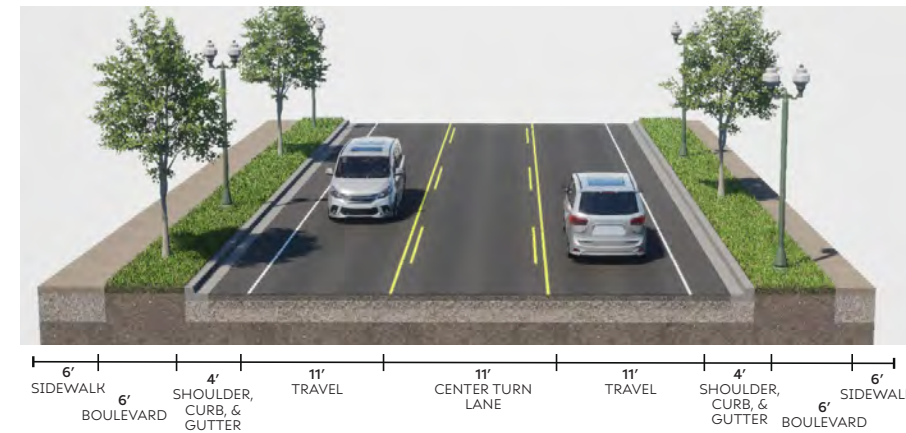
Solutions could include a longer and dedicated pedestrian crossing signal timing, pedestrian refuges within Highway 10 at the center medians, and tightening up the curbs at each intersection. Adding a marked cross walk across Jackson Avenue on the north side, will also help pedestrian visibility.



### Main Street East

Main Street East would benefit from minor design improvements. The existing street layout should remain, but should add a new sidewalk along the north side of the street. This would require reducing the current shoulders, and reconstructing and reversing the sidewalk and boulevard on the south side of the street. Additionally, the city should bury the existing utility poles, add new lighting, and add features like banners, trees, signage, and art.

Other improvements could come by working with current and future property owners to consolidate property access onto side streets, where possible. Minimizing driveways and vehicle access onto the street would benefit both vehicles and pedestrian by keeping vehicle access to intersections. This would require working with existing and future property owners to redirect access to side streets, or potentially establish new access points. Shared access and/or parking agreements may also be needed for some properties.



### Consolidated Access



#### Key Outcomes

- As the street pavement becomes due for repair or replacement, design the street with sidewalks on both sides, buried utilities, and more aesthetically attractive lighting.
- Work with current and future owners on mutually beneficial opportunities to consolidate access, facilitating access agreements or new access points, as needed, to promote safety along Main Street East.



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# 5 IMPLEMENTATION

# IMPLEMENTING THE PLAN

## Clarity and Prioritization

To equip the City and its partners with the long-term guidance to realize the plan's vision, the following implementation plan outlines both action steps necessary for downtown broadly, and those specific to five opportunity area projects.

### Downtown Vision Implementation Steps

Implementation action steps are provided for the entire downtown, and are organized around Connectivity, Development, and Parks & Open Space.



### IMPLEMENTING THE PLAN

#### Development

DEVELOPMENT		
Action	Timing	Lead(s)/Support(s)
1. Develop the City Owned Lot Solicit and pursue development of the City-owned parking lot along Main Street.	Priority	(1) Community Development (2) Engineering, Public Works
2. Continue supporting existing businesses Continue to support existing businesses by establishing programs such as: • Facade improvement program • Business improvement grants • Business spotlight program.	Ongoing	(1) Community Development (2) Engineering, Public Works
3. Prepare for private redevelopment • Proactively raise uptown to allow for denser residential and commercial mixed use • Establish general development partnership processes and outcomes expectations for redevelopment within Downtown and Uptown • Conduct case evaluation of city site acquisition, preparation, and sale	Ongoing	(1) Community Development (2) Engineering, Public Works, Private Property, Owners, Private Development
4. Market & advertise downtown In partnership with DEBA and area Chambers, continue to market and change downtown for business, activities, and investment	Ongoing	(1) Community Development, DEBA (2) Elk River Area Commerce
5. Attract specialty users Begin attracting users downtown such as a grocer and boutique hotel (see Appendix A)	Priority / Ongoing	(1) _____ (2) DEBA

### Opportunity Area Project Implementation Steps

Implementation action steps specific to each Catalytic Project are also provided, and are structured as single-page project sheets for ease of use.



1. City owned lot
2. King to Lowell
3. Riverfront
4. Main & Jackson
5. Uptown



### OPPORTUNITY AREA

#### City-Owned Lot

Priority: 2-3 Years  
Near Term: 2-3 Years  
Mid Term: 3-5 Years  
Long Term: 5+ Years  
Organizer: Possibility/Opportunity-Driven

PRIORITY			
Complete a site survey and environmental review of the city-owned property.	Develop preliminary infrastructure designs and details for public infrastructure into and around the site. These plans should clearly delineate pedestrian crossing locations and the redesign Main St.	Complete preliminary site environmental reviews to understand site conditions, and identify anticipated remediation needs.	Using the Downtown Master Plan, establish clear development outcomes that the City and area stakeholders expect from a future development on the site.
<b>Lead Implementer</b> : City Community Development, City Public Works	<b>Partners</b> : Private Developer	<b>Timeline</b> : Planning and design should begin over next 1-5 years; implementation beginning by 2027	<b>Funding Source(s)</b> : Private development.
PRIORITY			
Solicit a developer for the riverfront property redevelopment site through a competitive RFP process. The developer should expect to partner with the City on the project.	Establish necessary agreements during the development negotiation process, for shared access and use of the remaining parking area on the site.	As needed, partner with the developer on financial subsidies or other strategic partnership needs, as identified during development negotiations.	Complete all required design approvals, site planning, project permitting, and begin construction.

**KEY COMPONENTS:**

- New publicly accessible park along Main St, that can accommodate the farmers market and other events
- Active ground floor with direct access onto Main Street
- Pedestrian-scale design and frontage along Main Street
- Above-floor office or residential uses
- Maintain ability for future structured, shared parking ramp
- Explore the viability of a linear development along Highway 10

# IMPLEMENTING THE PLAN

## Development

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



DEVELOPMENT		
Action	Timing	Lead (L) / Support (S)
<b>1. Develop the City Owned Lot</b> Solicit and pursue development of the city-owned parking lot along Main Street	Priority	(L) Community Development, HRA, EDA (S) Engineering, Public Works
<b>2. Continue Supporting Existing Businesses</b> Continue to support existing businesses by establishing programs such as: <ul style="list-style-type: none"> <li>Façade improvement program</li> <li>Business improvement grants</li> <li>Business spotlight program</li> </ul>	Ongoing	(L) Community Development, HRA, EDA (S) Engineering, Public Works
<b>3. Prepare for private redevelopment</b> <ul style="list-style-type: none"> <li>Proactively rezone Uptown to allow for denser residential and commercial mixed use</li> <li>Establish general development partnership processes and outcomes expectations, for redevelopment within Downtown and Uptown</li> <li>Case-by-case evaluation of city site acquisition, preparation, and sale</li> </ul>	Ongoing	(L) Community Development, HRA, EDA (S) Engineering, Public Works, Private Property Owners, Private Developers
<b>4. Market &amp; Advertise Downtown</b> In partnership with DERBA and area Chambers, continue to market and champion downtown for businesses, activities, and investment	Ongoing	L: Community Development, DERBA (S) Elk River Area Chamber of Commerce
<b>5. Attract Specialty Users</b> Begin attracting uses downtown such as a grocer and boutique hotel (see Appendix B)	Priority / Ongoing	(L) Community Development, HRA, EDA (S) DERBA

# IMPLEMENTING THE PLAN

## Connectivity

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



CONNECTIVITY		
Action	Timing	Lead (L) / Support (S)
<b>1. Reconstruct Main St &amp; Jackson Ave</b> Reconstruct Main Street and Jackson Avenue with wider, more comfortable space for people, events, and business activity	Priority	(L) Engineering, Public Works (S) Community Development
<b>2. Improve Main St East Walkability</b> Reconstruct Main Street East with a new sidewalk on the north side and work with property owners to consolidate access	Med. Term	(L) Engineering, Public Works (S) Community Development
<b>3. Provide New Riverfront Trails</b> Construct new trails along the riverfront, connecting Downtown to Bailey Point Nature Preserve	Ongoing	(L) Engineering, Parks & Rec (S) Public Works, Community Development
<b>4. Continue Exploring Crossing Opportunities</b> Continue to explore intersection and crossing improvement opportunities along the Main St / Hwy 10 / Rail Line intersection	Ongoing	(L) Engineering (S) MnDOT, BNSF, Sherburne County
<b>5. Implement Strategic Parking Agreements</b> Work with Elk River Lutheran Church to establish a parking agreement for public use of their parking lot.	Priority	(L) Community Development, Elk River Lutheran Church

# IMPLEMENTING THE PLAN

## Public & Open Space

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven

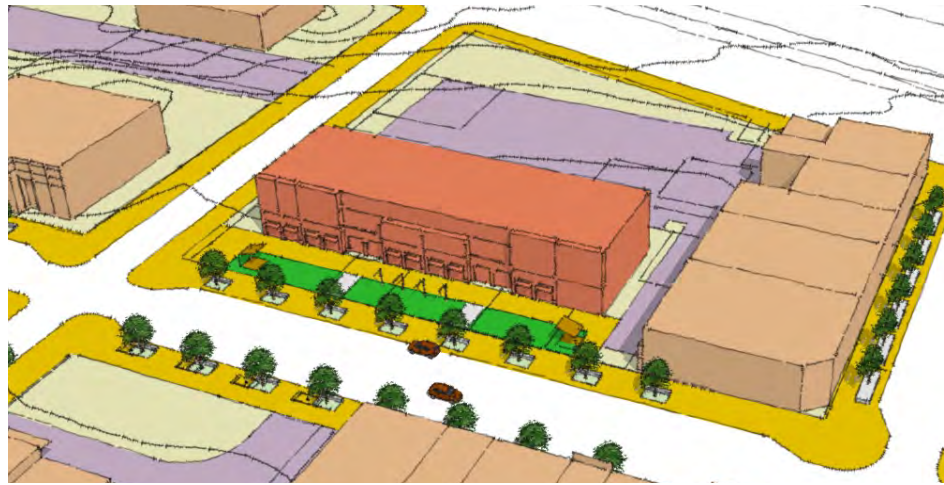


PUBLIC & OPEN SPACE		
Action	Timing	Lead (L) / Support (S)
<b>1. Create a New Public Park</b> In partnership with new development, establish a modest new public space along Main Street in the city-owned parking lot	Priority	(L) Community Development, Parks (S) Engineering, Public Works
<b>2. Enhance Downtown Streetscape</b> Provide high-quality streetscape and public realm amenities along Main Street & Jackson Avenue, as part of the reconstruction project	Priority	(L) Engineering, Public Works
<b>3. Enhance Main Street East</b> Provide enhanced streetscape and signage amenities along Main Street East, as part the reconstruction project	Ongoing	(L) Engineering, Public Works (S) Community Development
<b>4. Host More &amp; More Frequent Events</b> Host more events throughout the year - both along Main Street and the River	Near Term	(L) Parks & Rec (S) DERBA
<b>5. Expand the Riverfront</b> Extend public riverfront park area along the River, as redevelopment occurs	Ongoing	(L) Parks & Rec, Engineering, Community Development (S) Public Works, Property Owners

# OPPORTUNITY AREA

## City-Owned Lot

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



<b>Lead Implementer</b>	City Community Development, City Public Works, HRA, EDA
<b>Partners</b>	Private Developer
<b>Timeline</b>	Planning and design should begin over next 1-5 years; Implementation beginning by 2027
<b>Funding Source(s)</b>	Private development

### KEY COMPONENTS

- New publicly accessible park along Main St, that can accommodate the farmers market and other events
- Active ground floor with direct access onto Main Street
- Pedestrian-scale design and frontage along Main Street
- Above-floor office or residential uses
- Maintain ability for future structured, shared parking ramp
- Explore the viability of a linear development along Highway 10

## PRIORITY

Complete a site survey and environmental review of the city-owned property.

Develop preliminary infrastructure designs and details for public infrastructure into and around the site.

These plans should clearly delineate pedestrian crossing locations and the redesign Main St.

Complete preliminary site environmental reviews to understand site conditions, and identify anticipated remediation needs

Using the Downtown Plan, establish clear development outcomes that the City and area stakeholders expect from a future development on the site.

## PRIORITY

Solicit a developer for the city-owned property redevelopment site through a competitive RFP process.

The developer should expect to partner with the City on the project.

Establish necessary agreements during the development negotiation process, for shared access and use of the remaining parking area on the site

## NEAR-TERM

As needed, partner with the developer on financial subsidies or other strategic partnership needs, as identified during development negotiations.

Complete all required design approvals, site rezoning, project permitting, and begin construction

# OPPORTUNITY AREA

## King to Lowell

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



<b>Lead Implementer</b>	City Community Development, City Public Works
<b>Partners</b>	Private Developer, HRA, EDA
<b>Timeline</b>	Planning and design should begin over next 1-5 years; Implementation beginning by 2027

### KEY COMPONENTS

- New mixed use and single unit residential development
- Active ground floor with direct access onto Main Street
- Pedestrian-scale design and frontage along Main Street
- Above-floor office or residential uses
- Attract a hotel to east side of the block
- Negotiated new public park extension along the riverfront

## ONGOING

Continue outreach and communication with current site owners, to track with and evaluate redevelopment opportunities, and timing.

Consider on a case-by-case basis the mutual benefits of city acquisition of sites, to facilitate assembling redevelopment sites.

Begin networking with and positioning downtown for a hotel by building key relationships and attending industry events.

## NEAR TERM

Prepare for future park extension on the south end of the block by preparing a conceptual park site plan, to use in owner and developer discussions.

## NEAR TERM

Develop preliminary infrastructure designs and details for public infrastructure into and around the site.

These plans should clearly delineate pedestrian crossing locations and the redesign Main St.

### Hotel Attraction

Attracting a hotel in this area could be somewhat challenging for Elk River, as it is not yet a tourism destination, and few small boutique hotels have been built in the area in recent years. However, as the City implements improvements that address connectivity challenges and emphasize Downtown's connection to the river, the prospects for a new hotel development will improve. Strategies the City should consider to attract hotel development include:

- Identification of key sites, preferably along the river, that are suitable for hotel development and zoned appropriately to allow for an urban, boutique-style hotel. This can include sites suitable for both ground-up development and adaptive reuse.
- Increasing visits to Downtown Elk River through branding, high-quality placemaking, and events that draw visitors from throughout the region and provide a reason to stay overnight.
- Financial incentives such as tax abatements, infrastructure improvements, and/or shared planning costs.
- Building and maintaining relationships with developers and key property owners to identify potential opportunities for partnerships.

# OPPORTUNITY AREA

## Riverfront

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



<b>Lead Implementer</b>	City Community Development, City Public Works, City Parks
<b>Partners</b>	Private property owners
<b>Timeline</b>	Near-Term / Ongoing

### NEAR-TERM

Prepare for future park extension on the south end of the block by preparing a conceptual park site plan, to use in owner and developer discussions.

Transition the south end of King Ave to a park space, in preparation for future park expansions and improvements.

### MED-TERM

Transition the lower city-owned parking lot to park space, expanding Rivers Common Edge park and implementing initial trail and programming features.

### ONGOING

Continue coordinating with property owners on future opportunities to continue expanding park land and programming features.

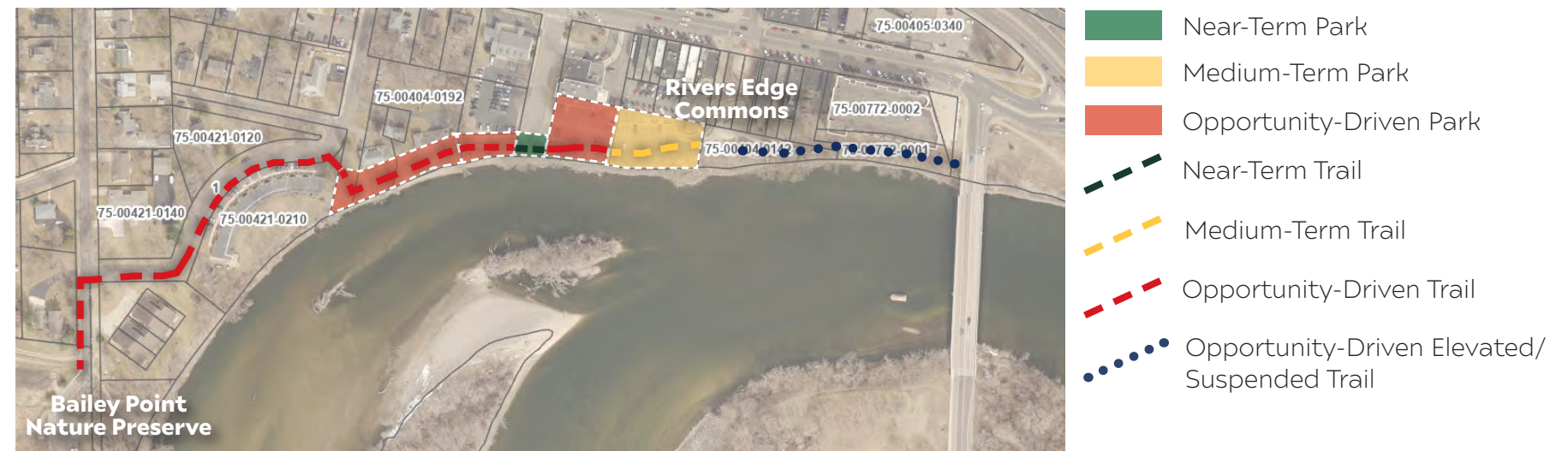
As completed, install trails along Angel Ave to Bailey Point Nature Preserve

### Improvement Phasing

Realizing the vision for the Riverfront will require strategic phasing, and strong partnerships with current and future property owners. The plan recommends making improvements within city-owned property first, while seeking out opportunity-driven improvements for privately held property.

#### KEY COMPONENTS

- Convert the lower city parking lot to park
- Incrementally transition properties along the riverfront, starting with the lower city-owned parking lot, and King Ave terminus
- Extend trails west as park land is extended, eventually connecting to Bailey Point Nature Preserve.
- Add elements into the park like seating, lighting, gazebos, docks over the water, and space for pop-up programming



# OPPORTUNITY AREA

## Main Street & Jackson Avenue

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



<b>Lead Implementer</b>	City Community Development, City Public Works, Construction Contractor
<b>Partners</b>	DERBA, Private Property Owners
<b>Timeline</b>	Planning and design should begin over next 1-5 years; Implementation beginning by 2027

### KEY COMPONENTS

- Reconstruct Main St and Jackson Ave as envisioned by the Downtown Plan.
- Prior to construction bidding, develop a desired construction phasing plan with DERBA that incrementally closes and reconstructs each street, and identify support programs during construction.
- During construction, ensure clear and regular communication with area property and business owners.

## PRIORITY

Initiate conversations with surrounding non-residential property owners, and secure public parking agreements for private surface lots, during off-hours.

Progress Main St and Jackson Ave into detailed design, cost estimating, and funding.

Work with DERBA to establish a construction phasing plan, identifying key performance outcomes and property/business owner support programs.

## Ongoing

As part of project bidding, request options for phased construction scenarios, to weigh options and mitigate access issues.

During construction, ensure weekly contractor and business owner progress meetings, and the installation of clear signage that accurately directs to business access.

### Construction Phasing

To balance construction cost, time, and business access, the reconstruction project should utilize a phased construction plan, such as block-by-block phasing. The final phasing plan should be developed in partnership with DERBA to promote project transparency and business readiness.



Example Approach to Project Phasing

- Phase 1
- Phase 2
- Phase 3

### Property and Business Support

During project bid preparation, develop a list of support options for area property and business owners. These could include:

- Weekly progress report meetings
- Contractor inventives for time and preserving clear access
- Bi-weekly window and facade cleaning, using local cleaning business(es)
- Artistic access and wayfinding signage, using local artists
- Hosted events during construction to promote activities downtown

# OPPORTUNITY AREA

## Uptown

Priority= 0 -2 Years  
 Near Term= 2-5 Years  
 Med. Term= 5-10 Years  
 Long-Term= 10+ Years  
 Ongoing= Periodically / Opportunity-Driven



<b>Lead Implementer</b>	City Community Development, Private Property Owners
<b>Partners</b>	Public Works, HRA, EDA
<b>Timeline</b>	Opportunity driven as current owners decide to willingly sell and/or redevelop

### KEY COMPONENTS

- Redevelopment of existing blocks that brings a greater variety of housing options, and commercial uses at the Railroad Dr intersection
- A new small or medium grocer located along Main St East
- Improvements to Main St East to enhance mobility, safety, and area aesthetics.
- Improvements to the Jackson Ave / Hwy 10 intersection to enhance pedestrian crossing safety.

### PRIORITY

Rezone properties are needed to support desired redevelopment outcomes, and prepare clear expectations for future developers.

Begin networking with and positioning uptown for a grocer. by building key relationships and attending industry events.

### ONGOING

Consider on a case-by-case basis the benefits of city acquisition of sites, to facilitate assembling redevelopment sites.

Continue outreach and communication with current site owners, to track with and evaluate redevelopment opportunities, and timing.

### ONGOING

Design, fund, and reconstruct the identified portions of Main Street East, adding an additional sidewalk and enhanced streetscape features

Partner with MnDOT to design, fund, and reconstruct the Jackson Ave/Hwy 10 intersection, with pedestrian crossing improvements.

### Grocer Attraction

Attracting a grocery store to the Uptown neighborhood will be challenging, especially because there are only few small-format grocery chains operating in the US. The most likely type of grocery store to locate in this area may be a cooperative. Strategies that cities can use to attract grocery stores include:

- Financial incentives like land, infrastructure improvements, and/or tax credits
- Regulatory incentives like zoning changes or modifications, design concessions, and expedited permitting
- Alerting the local tenant broker community to a potential grocery location in Uptown
- Attending local ICSC events to network and spread the word about the opportunity

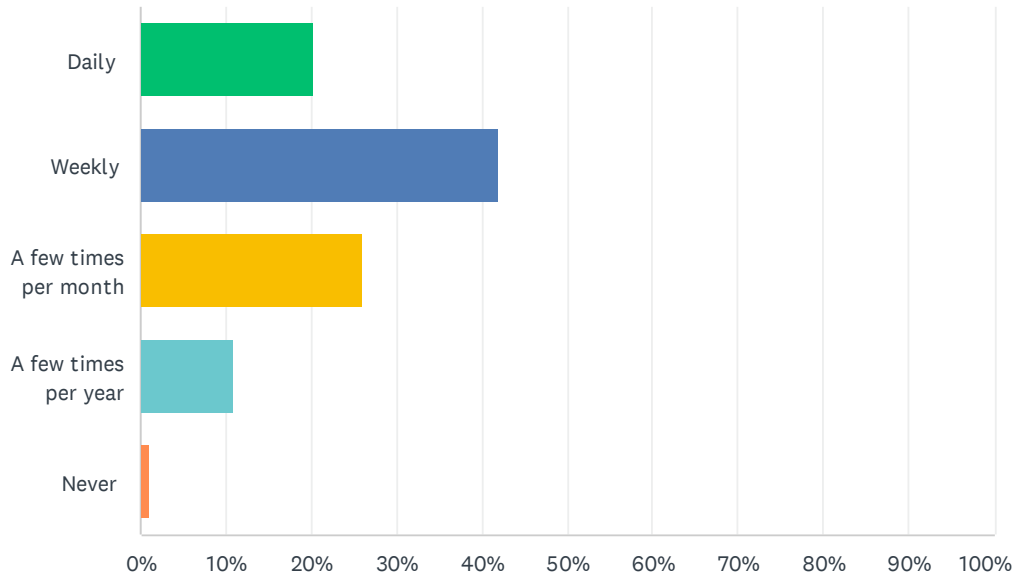
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# 6 APPENDIX

APPENDIX A

### Q1 How often do you visit Downtown?

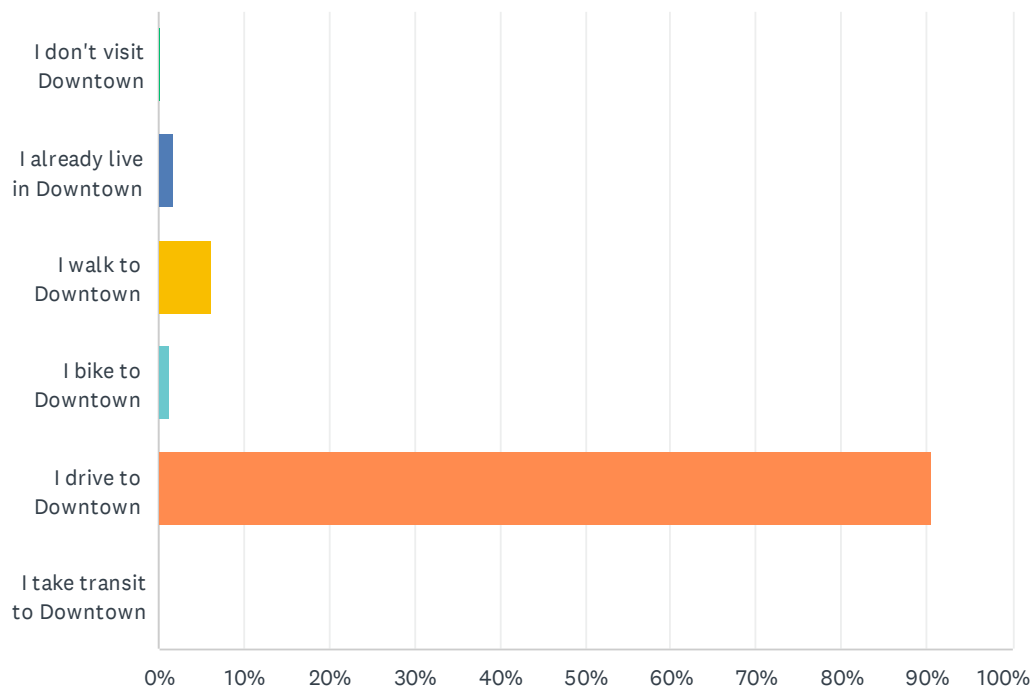
Answered: 362 Skipped: 0



ANSWER CHOICES	RESPONSES	
Daily	20.17%	73
Weekly	41.99%	152
A few times per month	25.97%	94
A few times per year	10.77%	39
Never	1.10%	4
<b>TOTAL</b>		<b>362</b>

## Q2 When you visit Downtown, how do you usually get there?

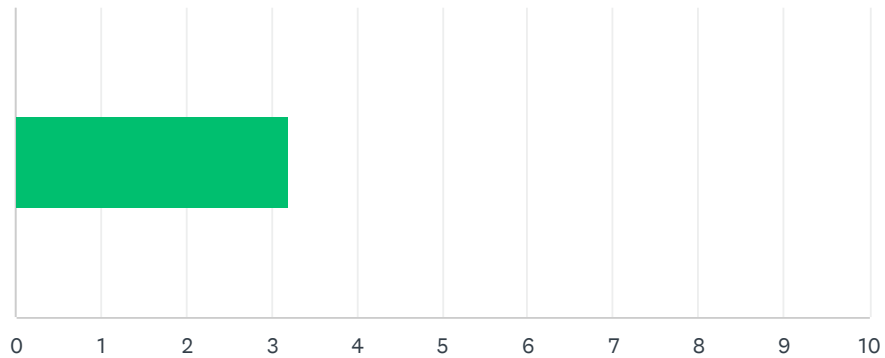
Answered: 362 Skipped: 0



ANSWER CHOICES	RESPONSES	
I don't visit Downtown	0.28%	1
I already live in Downtown	1.66%	6
I walk to Downtown	6.08%	22
I bike to Downtown	1.38%	5
I drive to Downtown	90.61%	328
I take transit to Downtown	0.00%	0
<b>TOTAL</b>		<b>362</b>

Q3 How would you rate the ease of getting to Downtown area by each of the following travel modes? Use the slider to indicate between "Very difficult" and "Very easy" for each mode of travel. Walking

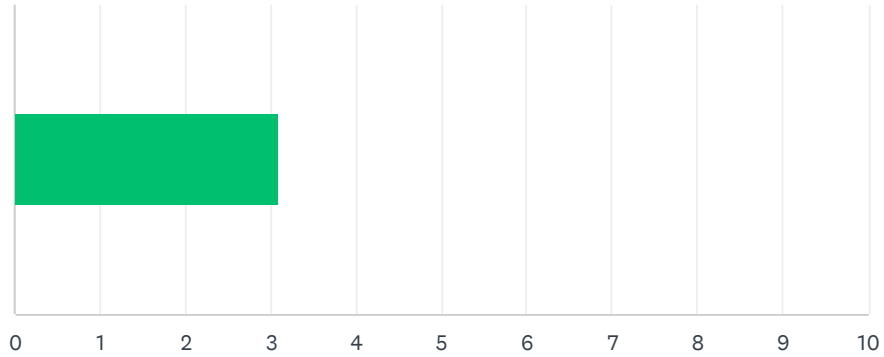
Answered: 362 Skipped: 0



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	1,157	362
Total Respondents: 362			

Q4 How would you rate the ease of getting to Downtown area by each of the following travel modes? Use the slider to indicate between "Very difficult" and "Very easy" for each mode of travel. Biking

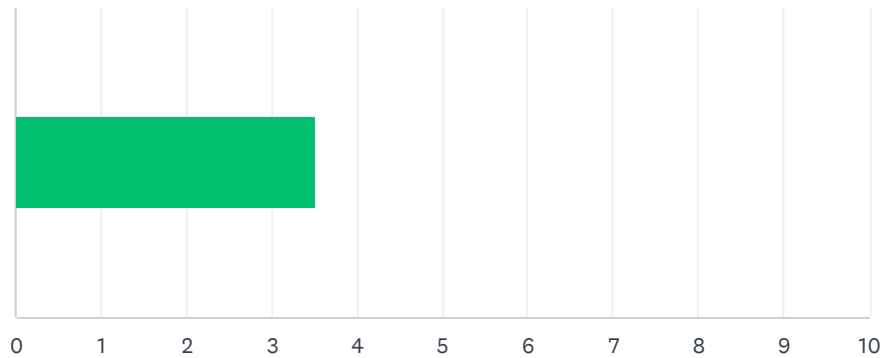
Answered: 362 Skipped: 0



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	3	1,123	362
Total Respondents: 362			

Q5 How would you rate the ease of getting to Downtown area by each of the following travel modes? Use the slider to indicate between "Very difficult" and "Very easy" for each mode of travel. Driving

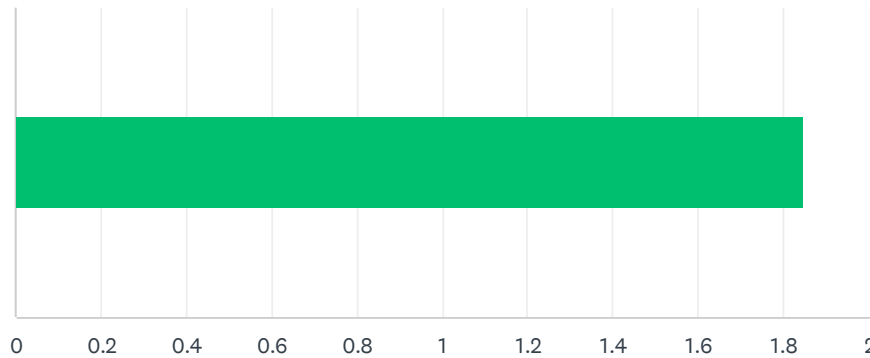
Answered: 362 Skipped: 0



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	4	1,277	362
Total Respondents: 362			

Q6 How would you rate the ease of getting to Downtown area by each of the following travel modes? Use the slider to indicate between "Very difficult" and "Very easy" for each mode of travel. Transit

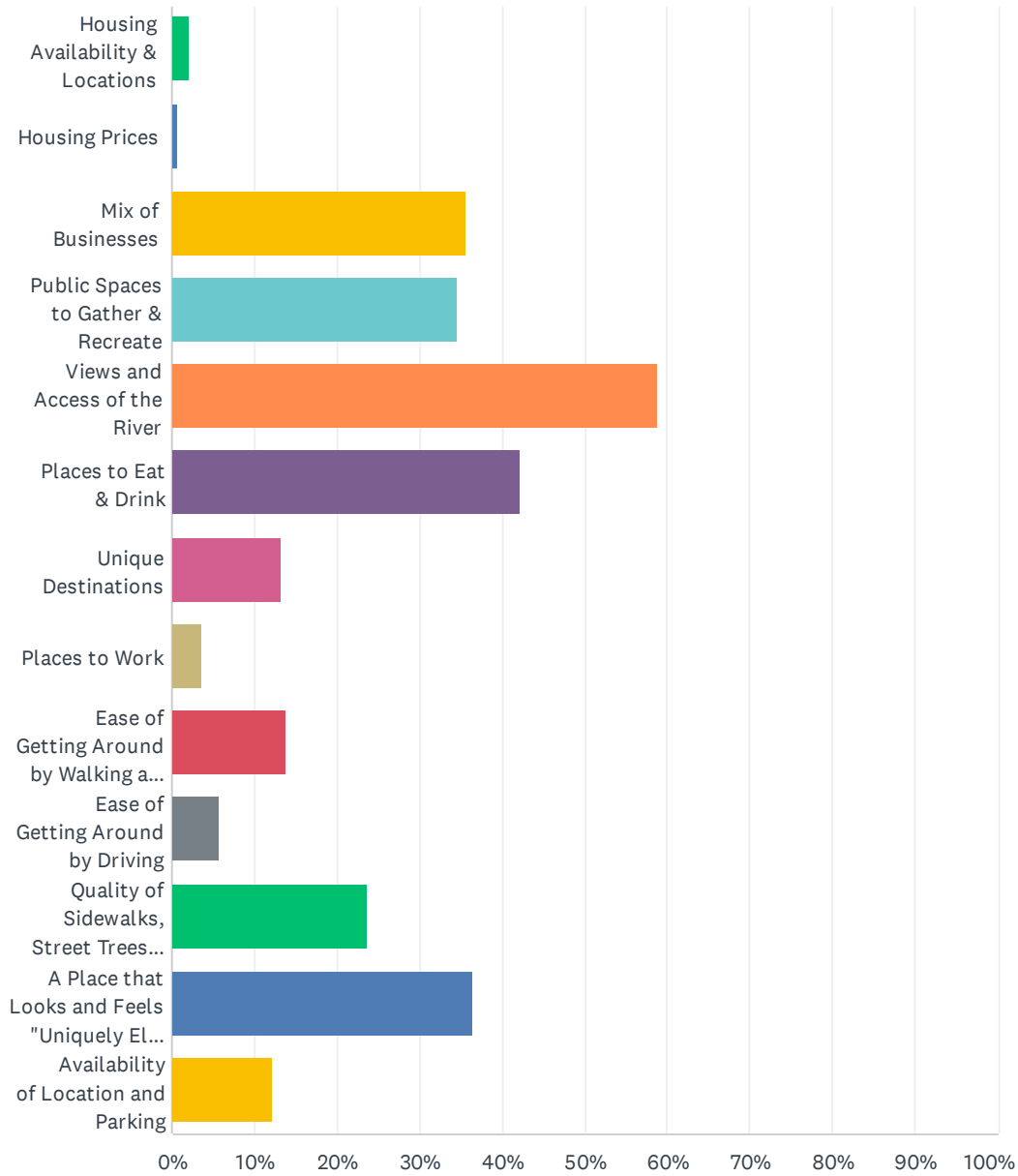
Answered: 362 Skipped: 0



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	2	669	362
Total Respondents: 362			

### Q7 What are some strengths of Downtown? Select at least one (1) and up to three (3) strengths.

Answered: 362 Skipped: 0

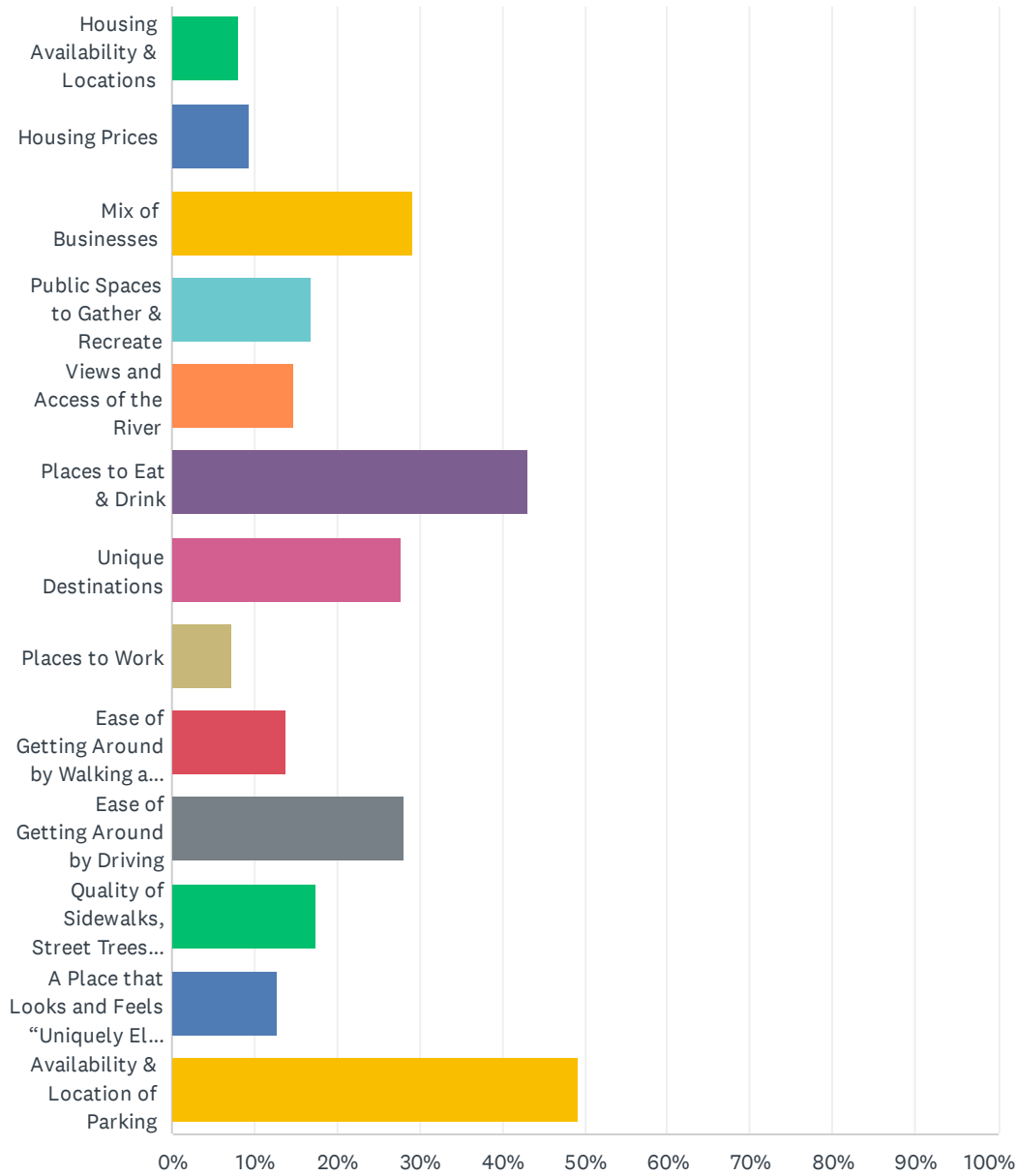


Elk River Downtown Area Plan - Community Survey

ANSWER CHOICES	RESPONSES	
Housing Availability & Locations	2.21%	8
Housing Prices	0.55%	2
Mix of Businesses	35.64%	129
Public Spaces to Gather & Recreate	34.53%	125
Views and Access of the River	58.84%	213
Places to Eat & Drink	42.27%	153
Unique Destinations	13.26%	48
Places to Work	3.59%	13
Ease of Getting Around by Walking and Biking	13.81%	50
Ease of Getting Around by Driving	5.80%	21
Quality of Sidewalks, Street Trees, and Overall Aesthetics	23.76%	86
A Place that Looks and Feels "Uniquely Elk River"	36.46%	132
Availability of Location and Parking	12.15%	44
Total Respondents: 362		

### Q8 What some weaknesses of Downtown? Select at least one (1) and up to three (3) weaknesses.

Answered: 362 Skipped: 0

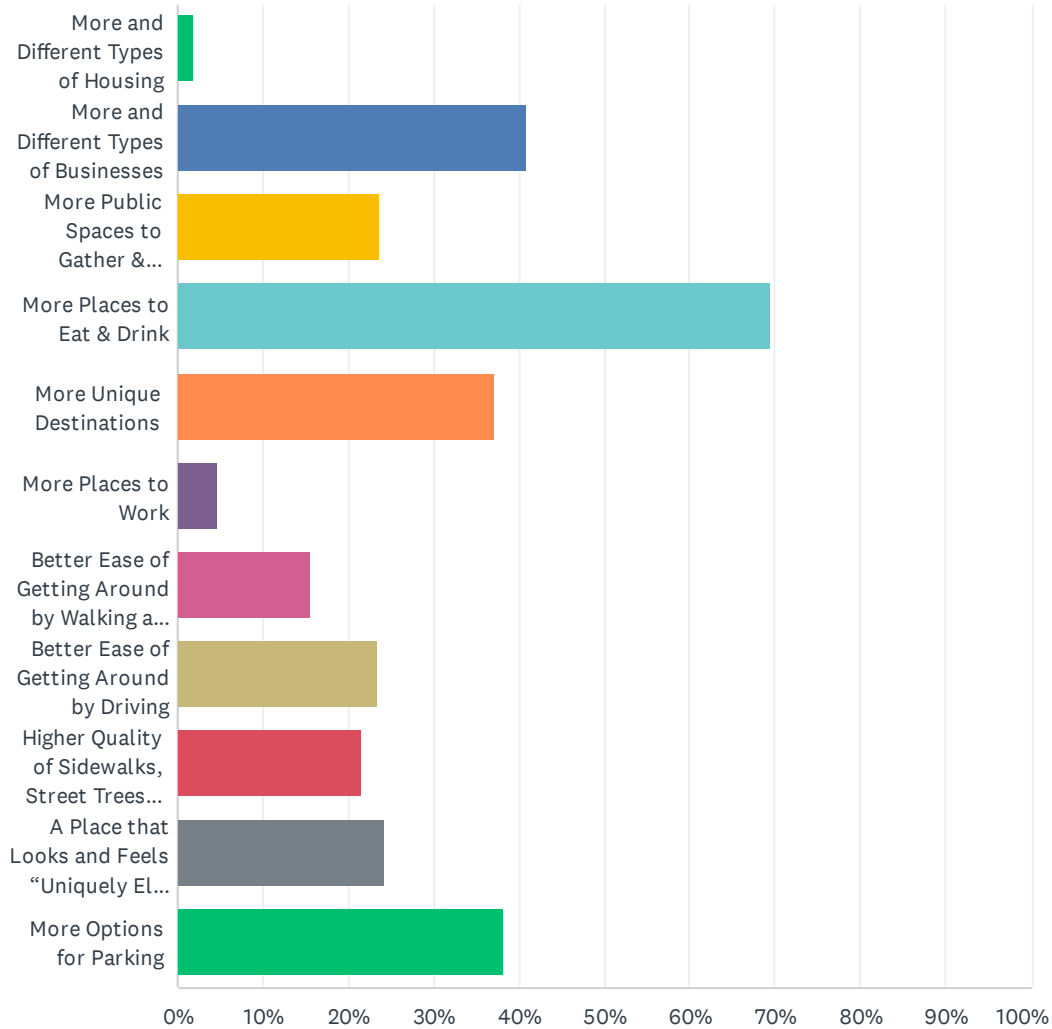


Elk River Downtown Area Plan - Community Survey

ANSWER CHOICES	RESPONSES	
Housing Availability & Locations	8.01%	29
Housing Prices	9.39%	34
Mix of Businesses	29.28%	106
Public Spaces to Gather & Recreate	16.85%	61
Views and Access of the River	14.64%	53
Places to Eat & Drink	43.09%	156
Unique Destinations	27.62%	100
Places to Work	7.18%	26
Ease of Getting Around by Walking and Biking	13.81%	50
Ease of Getting Around by Driving	28.18%	102
Quality of Sidewalks, Street Trees, and Overall Aesthetics	17.40%	63
A Place that Looks and Feels "Uniquely Elk River"	12.71%	46
Availability & Location of Parking	49.17%	178
Total Respondents: 362		

### Q9 Thinking of the future, what would you most like to see in Downtown? List at least one (1) and up to three (3) things you'd like to see.

Answered: 362 Skipped: 0

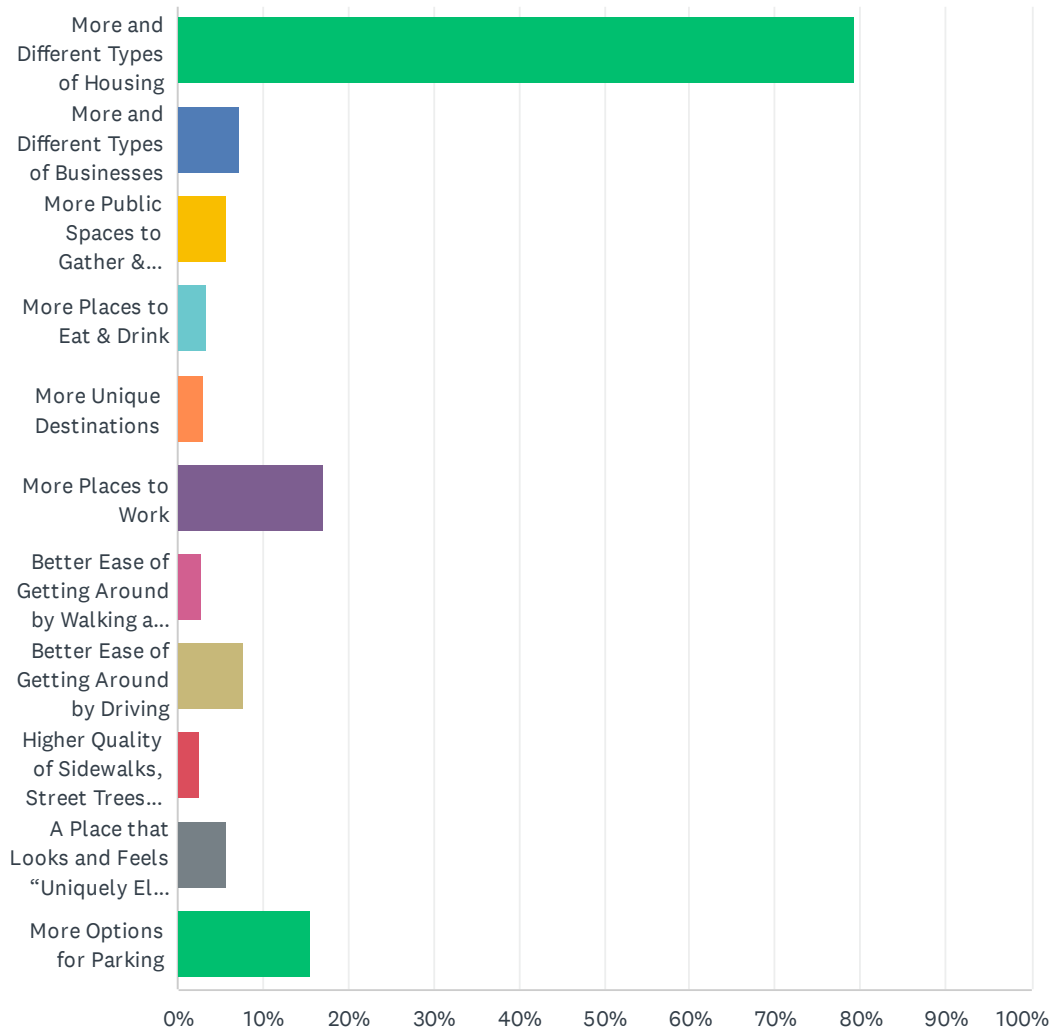


Elk River Downtown Area Plan - Community Survey

ANSWER CHOICES	RESPONSES	
More and Different Types of Housing	1.93%	7
More and Different Types of Businesses	40.88%	148
More Public Spaces to Gather & Recreate	23.76%	86
More Places to Eat & Drink	69.61%	252
More Unique Destinations	37.02%	134
More Places to Work	4.70%	17
Better Ease of Getting Around by Walking and Biking	15.47%	56
Better Ease of Getting Around by Driving	23.48%	85
Higher Quality of Sidewalks, Street Trees, and Overall Aesthetics	21.55%	78
A Place that Looks and Feels "Uniquely Elk River"	24.31%	88
More Options for Parking	38.12%	138
Total Respondents: 362		

### Q10 Thinking of the future, what would you least like to see in Downtown? List at least one (1) and up to three (3) things you would not like to see.

Answered: 362 Skipped: 0



Elk River Downtown Area Plan - Community Survey

ANSWER CHOICES	RESPONSES	
More and Different Types of Housing	79.28%	287
More and Different Types of Businesses	7.18%	26
More Public Spaces to Gather & Recreate	5.80%	21
More Places to Eat & Drink	3.31%	12
More Unique Destinations	3.04%	11
More Places to Work	17.13%	62
Better Ease of Getting Around by Walking and Biking	2.76%	10
Better Ease of Getting Around by Driving	7.73%	28
Higher Quality of Sidewalks, Street Trees, and Overall Aesthetics	2.49%	9
A Place that Looks and Feels "Uniquely Elk River"	5.80%	21
More Options for Parking	15.47%	56
Total Respondents: 362		

## Q11 Is there anything else you'd like to share about your experience, concerns, or ideas for Downtown?

Answered: 172 Skipped: 190

#	RESPONSES	DATE
1	DO NOT make it a mini rogers.... Rogers sucks. Elk river is nice. Please keep it like that and not develop too much. Thanks. - Out side viewer.	9/18/2024 8:51 PM
2	We hope the historic buildings keep their aesthetic and that more historic buildings aren't torn down! We would also love to see The Pit used for more events throughout the year—ever since Elk River hosted Hockey Day MN in 2014 The Pit has felt neglected and forgotten.	9/15/2024 9:11 PM
3	Easier way to walk or bike across hwy 10	9/15/2024 10:23 AM
4	We should expand past the railroad also	9/12/2024 9:49 PM
5	Need more places to eat/drink that over look the scenic views of the river	9/12/2024 4:28 PM
6	We need way more places to eat around downtown elk river.	9/12/2024 4:21 PM
7	Would love to see a variety of retail and restaurants in the area. Things that bring people to the area.	9/12/2024 1:08 PM
8	Somehow, both sides of Hwy 10 need to be incorporated. Maybe a tunnel could go in under Hwy 10 and the tracks at Jackson and make Jackson pedestrian only. Then, move the parking to the north side of the tracks. That frees up Downtown for more shops. There's plenty of room between Jackson and Irving on Railroad Drive.	9/12/2024 12:29 PM
9	The bridge over the river has terrible access to downtown. It's hard to see what is coming when turning left from the bridge. Traffic thru town and past the bridge goes way too fast. I suggest a roundabout by taking out the bank and creating a better Traffic flow.	9/7/2024 12:25 PM
10	Issues with 3 way stop crossing when walking. Would like to see 4 way stop by dentist of elk river and tattoo places.	9/6/2024 8:47 PM
11	The parking areas along the river have high potential for conversion to public spaces that highlight the beauty of the river and ties in with a trail system. North of this along Main would be highly valuable mixed use residential with river views and street level retail.	9/6/2024 5:26 PM
12	It would be great to have businesses and gathering places that actually have views of the river. A mix of businesses that are destinations - shopping, dining - as opposed to services.	9/6/2024 5:00 PM
13	Driving is an overall nightmare, especially during the morning and evening commute. The stoplights should be replaced with roundabouts and if possible there should be an overhaul and redesign of the streets and parking.	9/6/2024 2:36 PM
14	I do not want unique places to be torn down to have cookie cutter apartment buildings put up. I want the charm of Elk River to stay the way it is. I would like a couple more restaurants and cute shops to move in there. When they took out the little corner store and put in a dojo that was disappointing.	9/6/2024 9:44 AM
15	Don't modernize with cheap new construction buildings. Leave it alone. Fix the river shoreline by adding proper vegetation.	9/6/2024 6:49 AM
16	Intersection at Jackson and Hwy 10 is extremely dangerous, especially driving S on Jackson towards downtown - cars constantly get locked up in the intersection and are unable to go straight through while waiting for turning cars. Take out parking in front of businesses there and create turn lanes!! So many accidents and near misses at that intersection.	9/5/2024 10:29 PM
17	Please provide bathrooms not satellites. Other communities do...What can be done about the blind left turn onto Main Street from Parrish- horrible, get rid of a parking spot to increase safety. Keep having family events downtown- maybe shuttle folks	9/5/2024 10:07 PM

## Elk River Downtown Area Plan - Community Survey

18	I like that there was a "more places to work" option. I feel like the only place I can come and stay a while is The Edge, but I honestly don't like Edge so I don't stay. I wish there were more places that weren't just sit for a meal and leave. But I LOVE our local restaurants, too. All of them.	9/5/2024 9:37 PM
19	Get the farmers market out of downtown!	9/5/2024 5:34 PM
20	Getting to Elk River from Otsego is tricky when driving. The stop sign after crossing the bridge and trying to turn into downtown is a challenge. It would be great to see this updated...maybe a round about or something different would be great.	9/5/2024 4:08 PM
21	Would like to see more variety of restaurants, including Asian and vegetarian/ vegan options. Even though parking is usually adequate, during the farmers market parking can be an issue as well as general ability to get around in the area. Consider moving the farmers market to another location that would offer more parking / mobility.	9/5/2024 11:57 AM
22	I would like downtown to be family-oriented and a place that friends and family can go to support local businesses while enjoying the place we call home.	9/5/2024 10:43 AM
23	Public restrooms with running water at the park.	9/5/2024 10:36 AM
24	Add rooftop restaurants with river views, and clean up the shoreline. Elk River should make paths down by the river and clean up some if the fallen trees ect.	9/5/2024 10:05 AM
25	People complain about street parking therefore they avoid visiting the area, but they dont realize parking options are free for blocks. I do not want to see a parking ramp clog up the streets, its a historic astetic and nature centered street, the elite apartments already took over the river and quaint look of the area. We need to be proud of our old main street stores and restaurants instead of hide them or remove them. Let's not turn into a drive thru city like rogers and osseo and ramsey.	9/5/2024 9:45 AM
26	Bulldoze it and take out the stoplights. Elk River is not a destination nor is 2 blocks of shopping and eating a "Downtown"	9/5/2024 8:46 AM
27	Would love a public playground. Possibly in Hankee pit. For the kids who live in the downtown area, there is no walkable public playground or park. The pit sits empty all spring/summer/fall long. I would love the farmers market or music or both be moved to a different night as Thursdays are busy with cabin traffic as is.	9/5/2024 8:42 AM
28	We love downtown and the local shops. Please continue to encourage local business.	9/4/2024 11:33 AM
29	The north side of U.S. 10 corridor from Main Street to Norfolk Ave. REALLY needs a facelift. Go visit Arlington Heights, Illinois charming downtown that developed around the railroad station.	9/3/2024 9:14 AM
30	The Parrish road intersection is terrible. Is there anyway to put a light in? I see near accidents there every day.	9/1/2024 12:35 PM
31	I lived in this town for 17 years and this is the most beautiful part of the town. Don't ruin it.	8/31/2024 1:13 AM
32	Nowhere to eat. General aesthetic is "rundown" or "old"	8/30/2024 6:10 PM
33	Some businesses need to spruce up their exterior - they look like they haven't been updated in years	8/30/2024 5:57 PM
34	We need more inclusivity and diversity! All should feel welcome in downtown Elk River, and be able to enjoy, including dietary restrictions, accessibility, etc.	8/30/2024 12:58 PM
35	I like the idea of closing Jackson and making it a public place. Unfortunately you will sacrifice some driving and parking	8/30/2024 12:21 PM
36	Regular restrooms for Rivers Edge park	8/30/2024 11:35 AM
37	More places to eat and drink would definitely get me and my family to downtown more. It is such a great location but not a lot that gets us there right now and we have to drive based on where we live.	8/30/2024 8:53 AM
38	Unique shops and the views are awesome. They keep the feel of small town and are unique to Elk River The apartments are either too pricey for most people or to much like cheap public housing. It's not a good mix. Theirs nothing in between.	8/30/2024 8:46 AM

## Elk River Downtown Area Plan - Community Survey

39	The farmers market needs chairs and tables to visit and recreate, maybe some food trucks	8/29/2024 9:57 PM
40	Needs a legit, easily-accessible, public parking ramp.	8/29/2024 3:38 PM
41	Traffic is heavy and there no where to secure bikes	8/29/2024 12:42 PM
42	Please fix the corner it's hard to see with the parking and traffic coming from all sides	8/28/2024 10:29 PM
43	Interactive businesses/wntertainment (I.e. bowling, game room (Dave and buster like), indoor waterpark), other winter indoor activities.	8/28/2024 8:56 PM
44	I love downtown Elk River, but when events are happening it can be difficult to get around and find a parking spot. Maybe more local shops or a new restaurant.	8/28/2024 7:02 PM
45	We love downtown Elk River & specifically decided to live here because we wanted a small town with an old downtown area. Would love to see more restaurants downtown! We love the addition of the Edge & would love to see more unique local places like that.	8/28/2024 5:17 PM
46	The bridge off parish backs up so badly I would think that would be the first priority before anything else can really be addressed. The bridge traffic backs up being able to access downtown or causes me to drive around it to avoid.	8/28/2024 4:19 PM
47	It would be great to have more food options. The loss of Daddyo's was huge!	8/28/2024 1:08 PM
48	I feel like I'm always heading out to neighboring towns to find the good dining experiences that aren't a chain or fast food. We have a couple great places to eat here, but not enough in my opinion!	8/28/2024 12:59 PM
49	Make the area of Main Street (by the shops) easier to get through by vehicle. The area backs up in rush hour and becomes almost impossible to get through.	8/28/2024 12:06 PM
50	Rivers Edge Commons Park needs to have a public restroom and indoor changing area for the weddings and bands	8/28/2024 12:01 PM
51	We need more modern stores in elk River, like Homegoods / marshals etc	8/28/2024 11:53 AM
52	Need a grade separated pedestrian crossing at adjacent to Main Street over TH10 and RR tracks.	8/28/2024 10:17 AM
53	A high quality sandwich shop with options to order at counter then either sit inside and eat, or take to go would be fabulous!	8/28/2024 10:03 AM
54	Don't lose, keep and maintain the Historic bldgs and vibrant Elk River history.	8/28/2024 9:50 AM
55	Leave it alone, looks great how it is.	8/28/2024 9:49 AM
56	We look for family-friendly and kid-friendly things to do, and fun outdoor spaces	8/28/2024 9:44 AM
57	Would love to see roof top decks on restaurants located on the river. Better views.	8/28/2024 9:33 AM
58	That intersection by 10 and Wright county bridge 42. That needs something different there not sure if a round about would be good or something different. Hopefully when 169 gets done it gets better but I still see it will be busy.	8/28/2024 9:23 AM
59	I'd love for downtown to utilize the riverfront for areas to sit and have a drink with friends to enjoy the beautiful setting	8/28/2024 9:19 AM
60	Please fix the traffic situation with the stoplights on highway 10 and the roads to it.	8/28/2024 9:16 AM
61	Would love to see some existing businesses spruce up external appearance to add to the overall look and feel of downtown. Some businesses look great while others are falling apart.	8/27/2024 9:23 PM
62	The hardest part about getting downtown by bike and walking is the connection to my neighborhood to the trail system. Biking or walking along County 1 or 33 is not safe to get to a trail. There is not enough parking when there are large events. I have not been to the entertainment for many years due to the lack of parking and not enough seating.	8/27/2024 6:13 PM
63	Try to get business to take the vacant areas and more restaurants to make a more reason to go downtown	8/27/2024 2:11 PM
64	I feel like so many businesses are leaving Elk River and very few are looking at Elk River. There is little retail shopping, the variety of sit-down, casual dining establishments is limited. It	8/26/2024 8:22 PM

## Elk River Downtown Area Plan - Community Survey

	seems like Elk River is a drive-thru town vs a destination.	
65	Better use of the riverfront for the public	8/26/2024 2:43 PM
66	We moved here after 30 years in St. Cloud. The attraction for us was the downtown. We live downtown so we don't have to park on the streets but watching all the free on street parking fill up in the morning and people walking around town is what attracted us here. Downtown St. Cloud lost a lot of that when they redeveloped that area. Some of our favorite businesses had to close. It's great that your asking for input. Thank you	8/26/2024 10:53 AM
67	Develop a river walk -- the river is Elk River's biggest asset. Also, hold more events (art fests, food fests) to get people to go downtown and feel more like a community.	8/25/2024 4:19 PM
68	You have a unique opportunity of making a cute downtown with shops, restaurants etc. Don't bog down with housing and business. Make it very walkable and a destination for tourists to come visit. Don't have it past the train tracks either that is idiotic. If your intent is to add, maximize the footprint between Jackson and main going towards Handke. I wouldn't even allow tenants that aren't part of the vibe you want. Chiropractors, law offices and insurance agencies should go somewhere else. Think of Nisswa, stillwater and other high traffic little downtowns that attract people. Make it a destination.	8/25/2024 3:05 PM
69	I would love to see more options for sit down restaurants, especially with views of the river. Daddy-os would be a great option for for a fun new restaurant, possible roof top patio. I think capitalizing on the River access will help drive revenue to local businesses. Looking for fun, local food eateries with that small town feel (Nissawa town vibes come to mind) - easy to walk around, shop, and find a place to stop to eat or munch on the food you picked up. The accounting, insurance, attorney, etc businesses - I would like to see them moved to either a second story in downtown proper if that's where they currently are or move all of those types further down main, closer to 169.	8/25/2024 2:39 PM
70	Going in the right direction. However the karate business seems like a wasted opportunity to attract tourism and commerce to the area overall. Love the book store!	8/25/2024 12:50 PM
71	I would like to see more restaurants with outdoor spaces overlooking the river. The intersection main and parish needs to be improved.	8/25/2024 9:34 AM
72	More usable greenspace	8/24/2024 3:02 PM
73	Move the Thursday concerts to lake orono so people that work can find a place to park and sit,people putting up chairs all day while people are at work is BS.	8/23/2024 11:01 PM
74	This city council has 'progressed' and 'developed' a beautiful small town with natural areas, into a concrete, overcrowded jungle. STOP REDEVELOPING and start considering the environmental impact of the continual influx of people and developers.	8/23/2024 4:05 PM
75	It would be wonderful to have more social options like downtown Anoka! It was a huge draw when had the brewery downtown.	8/23/2024 12:32 PM
76	Driving and parking are difficult. It is cramped and the Parrish intersection needs to be fixed. There needs to be traffic control there.	8/23/2024 12:04 PM
77	A long time ago there was a convenience store--Ron's. I really miss that. It would be good to have more everyday grocery options on the western side of town. Also miss the gift shop @ Kemper's.	8/23/2024 11:23 AM
78	Pedestrian and bicycle access from the south is very poor even for people who would otherwise be in walking distance. I live by the train station and to get to downtown I have to walk all the way down Twin Lakes to Main Street even though it's like a mile down the highway.	8/23/2024 11:05 AM
79	I really wish we still had a small grocery/convenience store downtown.	8/23/2024 10:02 AM
80	Thanks	8/23/2024 9:57 AM
81	Please do not add more housing to downtown. It is a very tight location as it is to navigate traffic and it takes away from that small town charm.	8/23/2024 9:32 AM
82	I really enjoy the downtown but too busy with cars at certain times. More parking would ease the situation. I like how the Mississippi River is accessible to visitors and Elk River citizens.	8/23/2024 9:27 AM
83	More shopping and overall better and safer access to downtown	8/23/2024 9:20 AM

## Elk River Downtown Area Plan - Community Survey

84	The businesses aren't connected to community and aren't inviting. Insurance agencies, law firms, etc. The bars are insular and unwelcoming if you haven't been going to them for years. We need more businesses like The Edge and Pompeii and Minne Made who want to connect with the public.	8/22/2024 10:48 PM
85	I love downtown. I think keeping it safe but fun is key. I think a park would be nice somewhere as another activity for the kiddos. I think other experiences like the escape room place could also be fun if it was walkable. Maybe an arcade eatery or something.	8/22/2024 1:43 PM
86	Personally moving from Dallas TX to Elk River there is severe lack of food options in the area. Food always brings people together. Beer garden would be lovely.	8/22/2024 11:48 AM
87	Increasing the overall look of downtown. Bring a modern touch. A facade refresh to store fronts, modern artwork and better overall landscape.	8/22/2024 9:12 AM
88	I love the idea of what downtown Elk River is. I think it needs a couple more bars/restaurants and at least one more of those should be open past 11pm. McCoy's is fine, but we would like more options. Farmers market Thursday is one of my favorite days! Maybe more block party type events where you shut down the streets could be fun too!	8/22/2024 8:05 AM
89	There just not much that downtown elk river offers. We find ourselves heading elsewhere to anoka, maple grove, rogers or otsego to the restaurants and shops.	8/21/2024 10:36 PM
90	Bring in businesses. Especially to more than just downtown. Lots of eye soars in the city. I've lived in town for 31 years and very sad.	8/21/2024 10:02 PM
91	Need to utilize the riverfront area better	8/21/2024 9:41 PM
92	More patios for enjoying the River.	8/21/2024 8:14 PM
93	The city needs to add a way for local growers to sell things in town and they also need to stop thinking that the down town area needs to be protected the town town area needs to grow with out city involment	8/21/2024 6:04 PM
94	No section 8 housing More retail More community events / entertainment/ engagement Lights crossing streets	8/21/2024 4:17 PM
95	Modern Restrooms at Rivers Edge Commons Park	8/21/2024 3:51 PM
96	I like a downtown center that can be an entertainment and social district! I love downtown Anoka and want to see Elk River invest in similar ways. Like places to relax and socialize and see the river (either with more accessible shoreline or rooftop patios), hidden unique spaces like Avant Garden Bookstore's patio in Anoka- perfect spot would be if a cafe bought the Elk River Chiropractic building and made a patio in the space behind it that connected to the dock and amphitheater area... also an investment in art! Maybe new murals or sculptures. I'm also eager to see the escape rooms reopen and am excited that the owners might invest in tabletop gaming as well. It would also be cool to see an arcade or play area that is more kid friendly too... and more unique food options like thai or greek. Personally to me there are buildings I wish weren't right in downtown... like the funeral home and the church in the old bank. That space could be developed better.	8/21/2024 3:35 PM
97	More stuff to do.	8/21/2024 2:38 PM
98	The Parrish and Main street "street" needs to be turned into something new. The afternoon traffic is terrible. Build a bridge or something over hwy 10 and the railroad tracks to ease congestion.	8/21/2024 2:28 PM
99	Getting off parish is difficult and the trains back up traffic. Do not need more apartment buildings	8/21/2024 2:11 PM
100	Downtown intersections are not pedestrian friendly. Too much traffic goes through Downtown without Downtown as a destination. Traffic flow should be changed to encourage local traffic only, such as making Jackson one way, changing parish to not be able to go west onto main, lower speed limits in old Downtown, etc.	8/21/2024 1:52 PM
101	Right now getting in and out of "downtown" is cumbersome. So much so I don't stop & linger anymore. It's a place to pass through, sadly. Parking is bad, all businesses have their backs turned to the river. Look at Hudson WI or Stillwater MN as examples to strive for. Those are both river towns that are destinations. Emulate them, they are successfully attracting & keeping people coming there.	8/21/2024 1:48 PM

## Elk River Downtown Area Plan - Community Survey

102	Main St and Parrish is an awful intersection. Too small for the amount of traffic it seems. It needs to be improved.	8/21/2024 1:42 PM
103	I feel Elk River, especially the DT area, is dying. Has been for years. If they want to maintain it, I would suggest trying to create it- like Ramsey is. We are not Anoka, we've never had a bustling DT like Anoka. Let's try less to preserve some of what's there to make room for new and attractive businesses/housing/features. You have a river- utilize it more. Spend some \$ and buy up some of the areas between 169/10. I'd rather see \$ going to beautify and create a nice town. I'm sorry, but many of the homes/businesses in that area need to go if possible. It's time to create a city (not a "town"). You can't stop progress, if you try to hold onto the past too much, your city becomes a relic of the past. And not in a good way.	8/21/2024 1:19 PM
104	The traffic and the trains. Between the trains and traffic on Highway 10, often times it backs the traffic up terribly. The intersection by Granite Shores and the Bank of Elk River is so dangerous. It's also too close to Hwy 10. In a perfect world the railroad tracks would move out of downtown.	8/21/2024 1:15 PM
105	Elk River has no unique bars or restaurants. McCoys and The Depot are dives and all the other food options are chain fast food. The city needs to bring in more venues like Big Lake or Zimmerman have to keep residents in town, examples, Willie's on the Water, the Buff, Trails, Ds Smokehouse. Patio seating or venues that host meat raffles, bingo etc. I pay huge taxes in a city I live in and have to leave the city for any form of entertainment.	8/21/2024 1:07 PM
106	Downtown is horrible to get to for people going north from otaego (over the bridge). Something needs to be done with that stoplight situation, especially on Thursdays. I would love to go to the farmer's market but I don't because it is so difficult to get into downtown from any direction.	8/21/2024 12:56 PM
107	I like the farmers market in the summer. A Christmas Market would be really cool.	8/21/2024 12:41 PM
108	Intersection of Hwy10, Main St, and Parish Ave is a disaster.	8/21/2024 12:15 PM
109	Traffic at those lights are horrible. Everyone runs red lights making you worry if you walk or bike or even drive you will get hit. Parking is always full unless you go all the way down past the funeral home and walk down. Love the river and the fountains and the dock there. Love the businesses as well.	8/21/2024 12:06 PM
110	I'd love to see less insurance and bank options and more places to gather or shop at a co-op. A nice dining spot would be really fun as well.	8/20/2024 10:47 AM
111	More Christmas tree lights, more weed and trash control, food truck night, I scream sop, deli and market where mystery place is, American Flag in park, extension of down town through parking lots. Food truck fronts along Main Street parking area, greenery in triangle by Karate on Ten, a few real planted Christmas tree's.	8/20/2024 9:22 AM
112	No pavers, do colored / textured concrete	8/18/2024 8:08 PM
113	We would love a long walking path along the river	8/18/2024 7:23 PM
114	The free public parking lot by the feed store is very unkempt and Un attractive. It does not represent a clean, modern and attractive entrance into our downtown area. It is a bit of an eye sore. The lights down the road by Lake Orono are very pretty. Something like that could look very good there by the public parking too! With some trees and planters with flowers like the downtown area has. That would be a beautiful welcome!	8/18/2024 3:19 PM
115	I would love to see a farm to table restaurant or a fun brewery! I love having options for having a night out! I love edge coffee, old main, and sunshine depot but I would love to see more!	8/18/2024 12:47 PM
116	Bike path too babcock. More lights at babcock, especially the boat launch. A small parking ramp in downtown would be ideal.	8/17/2024 4:27 PM
117	Elk River needs to bring in more retail, dining and boutique businesses. Avoid franchises, and commercial businesses. The city needs its residents to stay, invest and spend money in the city, and attract people passing through to want to stop and spend money at the local shops. Instead as a community we are forced to leave the area to all the surrounding cities for all our basic needs as well as all the additional things we buy. Liquor is the only exception. Elk River apparently has a need for 3+ liquor stores...	8/16/2024 9:20 PM
118	All of the businesses are, not even historic, but just old. As part of younger folk, we would like to see more updated businesses appearances, a business/restaurant chain on this side of hwy	8/16/2024 3:22 PM

## Elk River Downtown Area Plan - Community Survey

10, or something that people under 40 years-old can enjoy. And traffic is awful, especially the turn onto Parrish.

119	Downtown should have more places to go and enjoy yourself not service places such as karate massage places, or hair places, maybe more unique stores and restaurants.	8/16/2024 11:41 AM
120	I wish the church building on the river was a food & drink, art or some kind of gathering space. It's under utilized as a church. I really wish there was a walking/biking path that connects Bailey point and Babcock Park along the river. This would make the city a destination to enjoy the river. We should embrace the river like Anoka & Stillwater do. I would love to see more boutique shopping, deli, speakeasy, gift shops. Less insurance, investment, office spaces.	8/16/2024 7:44 AM
121	Elk River Downtown has an underutilized resource in the river/views and potential as a unique destination that could serve as a "3rd place" (home, work, 3rd place to go to for entertainment, food/beverages/recreation/socializing). I'd like to see the downtown area as a hub for trails for walking and biking - separating vehicle traffic to make this a safer and more pleasant and appealing destination. See Seattle's waterfront as an example of a destination area with entertainment, dining, shops connected by walking and biking paths. Connecting the wonderful trails (Woodland, along Highway 10, East of 169) perhaps with bike/walking paths going behind the schools on School Street and connecting these trails to downtown as a hub. Budgeting for excellent wayfinding signs would be essential to encourage use. Invite bike/scooter rental companies to locate in the community. A public transit electric tram/bus route to include the Northstar Park and Ride, Walmart, Coburns, Cub, School Street, Aegir's Brewery, Downtown and/or similar higher volume stops. Eliminating vehicle traffic in the core Downtown and rerouting access/parking for those living/delivering and with disabilities. Reorienting businesses to river views and adding 3/4 season patios... Move parking away from downtown and provide bike and pedestrian access that does not require crossing vehicle traffic (bridge/tunnel). Encourage/support additional retail, recreation, dining in the downtown area - places like a late night coffee shop, specialty foods, artist studios, bicycle repair, train store, game night gathering space, smaller specialty shops... The Downtown Plan should create a space that both invites residents to spend more time in the downtown and draws people from across the state for a unique and memorable visit.	8/15/2024 7:23 PM
122	Highway 10 makes downtown uneasy with the amount of traffic. A risk of crossing 10. I'm 50 years old and I don't want to cross it. Also putting the train station outside of Elk River was dumbest thing. Should have put it where the lions and rental place is. Having people to come directly into downtown to spend money and have downtown grow should've been a no brainer.	8/15/2024 3:57 PM
123	Terrible planning in past	8/15/2024 9:53 AM
124	Traffic congestion and extreme lack of parking will continue to keep people avoiding downtown. Sips on Main is a great idea but needs a new location. Hot pavement in August is a horrible idea.	8/15/2024 9:21 AM
125	Farmers market location should be moved- it's too congested and traffic patterns for those who live in that area is horrible.	8/15/2024 9:03 AM
126	Some complain about the cost of the flowers in the summer. I disagree with them...I love the "old town" friendly feel. So many of those things are being lost. Love to see old photos of towns with the holiday decor along main streets. However, I don't live in Elk River do I don't have to pay for it.	8/15/2024 8:04 AM
127	It would be amazing if from Studio 107 to Edge Coffee were lil shops. A safer way to cross Hwy 10. More parking.	8/15/2024 8:04 AM
128	I saw tax payer dollars went to pay for flowers for downtown. That is an abomination! If they businesses want flowers they should pay for it out of their own pocket- NOT TAX DOLLARS!!!	8/15/2024 8:03 AM
129	People use Main Street and Jackson as through streets to get through town rather than TO town. Figure out how to keep that traffic out of downtown and it would add to the appeal tremendously!	8/15/2024 8:03 AM
130	Change the amphitheater area for better seating that is level and has actual seats with backs instead of uneven grass and slabs of rock. The current businesses and restaurants are not anything that I am interested in with the exception of the dental office. Nicer (clean, updated) restaurants is really what we need.	8/15/2024 7:59 AM
131	Need to absolutely fix the intersection of Perrish Ave and Main St. It's absolutely horrible and	8/15/2024 7:49 AM

## Elk River Downtown Area Plan - Community Survey

why I avoid downtown Elk River.

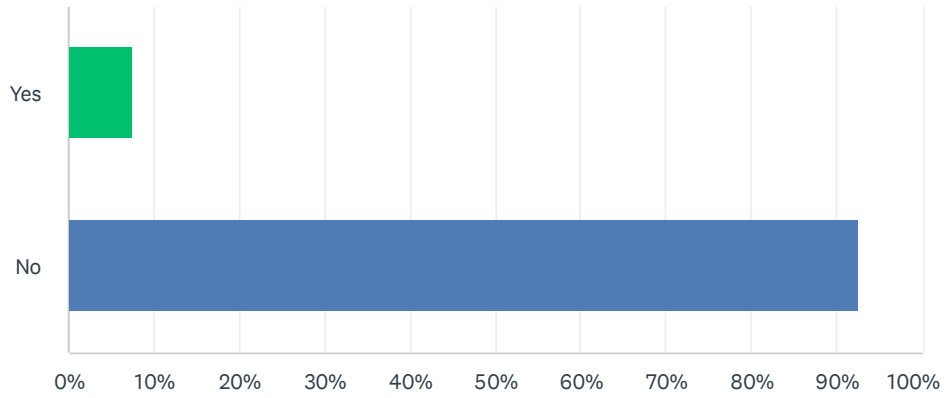
132	Parking is a nightmare. Farmers market is great but basically closes a parking lot and creates problems. Thursday nights traffic is horrible at 5-7pm because of the market and concerts which makes it unappealing to return. Need to face the facts that downtown is really along the river and not on the other side of HWY 10	8/15/2024 7:47 AM
133	Downtown lost its charm years ago.. losing Kempers and meat market was final straw..	8/15/2024 7:36 AM
134	More eating and gathering places.	8/14/2024 10:40 AM
135	As a new small business owner in downtown I would love to see more businesses come in that will attract people to the downtown area (unique shops/restaurants/activities as opposed to private offices). As a business on Jackson I would love to see Jackson turned into a one way in order to make parking available on both sides and ideally the removal of the rail on the east side to switch to something more inviting.	8/14/2024 7:29 AM
136	Cute town. Enjoy what has already been updated. Please. KEEP historic buildings. So many torn down already. 😞	8/13/2024 10:10 AM
137	A trail or walkway that goes along the river for people who like to do walks.	8/13/2024 9:29 AM
138	I like how Downtown gets decorated for the different holidays!	8/13/2024 9:14 AM
139	Don't remove the old part of elk River from this area, if you do there will be nothing original left of this town.	8/13/2024 5:09 AM
140	The parking is terrible.	8/12/2024 10:57 PM
141	It's cute, I love the concerts in the summer and the fountain. More dining options or a business for social gathering would be nice- I'm thinking a smoothie or wine place? Definitely not a chain restaurant- just some place to go.	8/12/2024 10:09 PM
142	I would love to see some fun shops and restaurants	8/12/2024 9:48 PM
143	Love the downtown but parking is the biggest issue. On a busy weekend or farmers market days, parking can be difficult.	8/12/2024 9:46 PM
144	Enforcement of 30mph through town, restaurant in the Daddy Os location with better quality food options like Pour (Otsego), Main Street Farmer (St Michael) or Big Bore (Hanover).	8/12/2024 9:46 PM
145	Riverside dining. Patios riverside	8/12/2024 12:53 PM
146	Transit would be unique	8/10/2024 8:39 PM
147	Elk River should look to make Downtown like the City of Anoka in terms of restaurants, bars, and entertainment. Current offerings in downtown are substandard and many of the business serve no general benefit to downtown visitors.	8/10/2024 5:38 PM
148	Parking is the issue! There should be a parking ramp - having parking across Hwy 10 is ridiculous. If you create parking, businesses and people will come.	8/9/2024 8:53 AM
149	No more salons, bars, or agencies. Bring in businesses that will draw people who spend time in small towns. Used book store, cozy coffee shop, and different types of small town shops are great ideas. Parking street-side is a pain, and with a lot of new spaces to park, it's not really overly necessary, except for handicap access. Also, increasing the draw to the river could be big. There is very little access to the actual edge of the water and no grass area to sit next to the river. Construction sucks all-around, but if there's some way that the construction traffic can be redirected, businesses will do better.	8/9/2024 12:52 AM
150	ER downtown is right on the river- there should be many modern restaurants/bars (with live music) overlooking that view - Rogers R-Social and many bar/restaurants in Anoka are great examples. We drive to those places and pass by ER down town and that's a shame - I'm glad this survey is addressing the issue.	8/8/2024 10:01 PM
151	Parking is an issue	8/7/2024 7:24 AM
152	NA	8/6/2024 9:41 AM
153	Public restroom is a necessity with the amount of downtown events and activities. Still hoping for one in the old meat market location.	8/6/2024 9:01 AM

## Elk River Downtown Area Plan - Community Survey

154	na	8/6/2024 8:43 AM
155	A public restroom would be a great asset to downtown. A higher end restaurant/cocktail bar is a must. No more cobblestone, maybe stamped concrete. Reconfiguration of Main/Parrish/Hwy 10. Consider one way on Jackson. Thank you!	8/6/2024 8:19 AM
156	I believe they have turned away a lot of businesses and proposals, including one from Topsy Chicken. The "old school" businesses have kept new businesses from coming in. We have lost a lot of opportunities to Otsego as a result. They need to make Jackson Street a one way. Make parking available on the other side, take down the railing and even out the sidewalks so those businesses can survive. We need more shopping and dining downtown, not another Karate studio or bank, neither of those bring foot traffic into downtown. The small town mentality needs to change and those decision makers need to see that bringing in more shopping and dining, only benefits them in the long run as well. I don't want to see us lose more businesses to neighboring cities.	8/5/2024 9:20 PM
157	I love downtown but walking and biking across highway 10 is an absolute no! More restaurants and unique shops would be perfect as this area could easily be a great destination town!!	8/5/2024 9:08 PM
158	More retail businesses would be wonderful. A parking ramp would be nice as well.	8/5/2024 9:01 PM
159	Would love to see a round about or three way stop at main start and Parrish. That is a terrible intersection.	8/5/2024 8:14 PM
160	Continuing to have a place that feels warm, welcoming, uplifting, a place people say they want to go to, more activities that can bring people to our downtown, making our downtown a hallmark village.	8/5/2024 7:55 PM
161	No one parks across highway 10, it's not safe walking across the highway.	8/5/2024 6:56 PM
162	The ease of access to businesses on Jackson Ave need improvement	8/5/2024 5:44 PM
163	I love living in the downtown area. But losing the drug store was really difficult. We NEED someplace to buy a pop, a newspaper, a dozen eggs, etc. We could really use a market of some sort. I think it would complete the feel of this area.	8/4/2024 1:44 PM
164	I would love to see a convenience store or grocery store that sells basic household essentials, fresh produce, and other items that you normally have to drive to get.	8/2/2024 1:15 PM
165	The way the rail interacts with the rest of the infrastructure causes lots of problems. This causes downtown to feel disjointed from the rest of elk River. Living downtown we drive into the nearby neighborhood just to avoid the lots on 10 which are controlled by the rail since the cycle times can get excessive at times. It would be expensive but grade separating the rail would eliminate most of the issues	8/2/2024 1:03 PM
166	It would be nice to have more of a walking path near the river. The rivers edge park offers a nice view, but that's really the only place you can enjoy the river.	7/30/2024 10:35 AM
167	I like that the downtown has a high enough volume of businesses and events (farmers market) to make it fun to walk around. I do think pedestrians are difficult to see with cars parked directly next to crosswalks and there are "dead zones" like by the new bookstore that are harder to get to and feel isolated which makes them less appealing to walk to (the area around them is only pavement with a road next to it). I think having refuge islands would help. Maybe more green space in the median? If there was an easier way to get to downtown from the Hwy 10 side that would improve life.	7/29/2024 11:23 AM
168	Main Street and Parish intersection needs to be safer/ easier to navigate.	7/27/2024 3:34 PM
169	Keep the historic buildings, get the downtown original buildings or blocks on the National Historic Register.	7/27/2024 1:33 PM
170	Don't need any more housing built	7/27/2024 12:45 PM
171	I'm looking forward to some of the riverfront businesses turning over (ex the funeral home..) and being developed into entertainment spaces/ restaurants that utilize the riverfront view.	7/25/2024 8:05 PM
172	Italian restaurant would be nice. Something other than bar food. Erase the stop lights on highway ten.	7/25/2024 4:44 PM

## Q12 Do you currently live in Downtown?

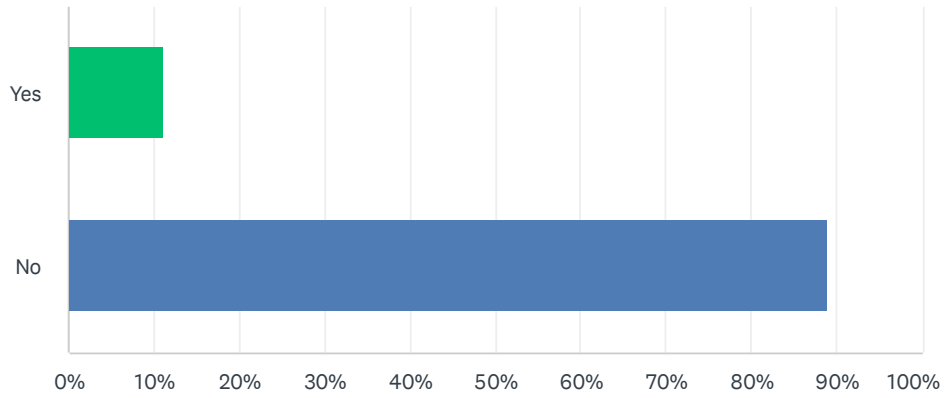
Answered: 361 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	7.48%	27
No	92.52%	334
TOTAL		361

### Q13 Do you currently work in Downtown?

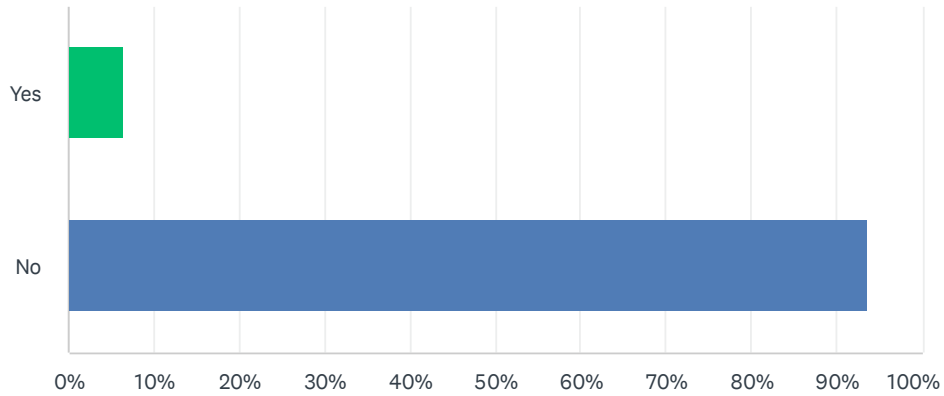
Answered: 361 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	11.08%	40
No	88.92%	321
<b>TOTAL</b>		<b>361</b>

### Q14 Do you own a business or property in Downtown?

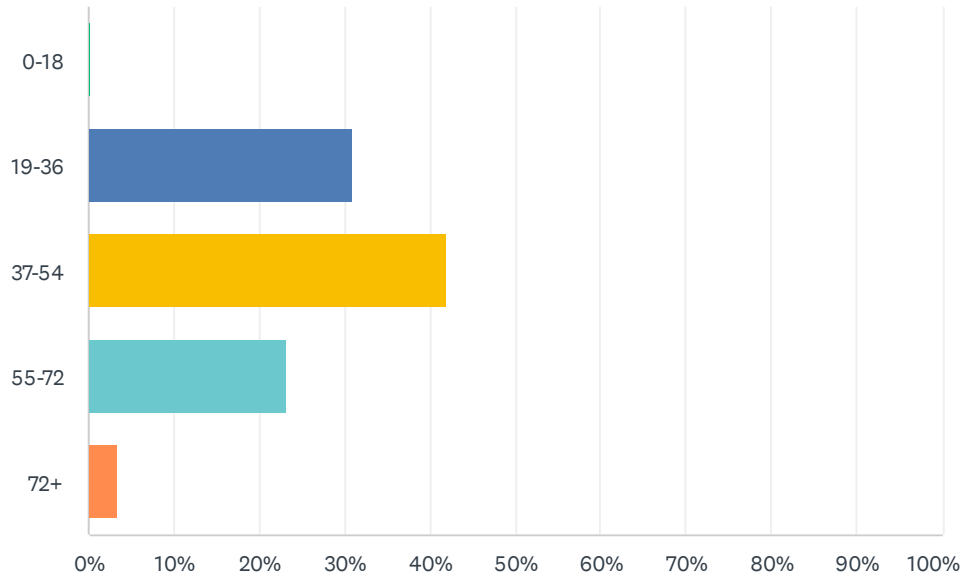
Answered: 360 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	6.39%	23
No	93.61%	337
TOTAL		360

## Q15 What is your age (optional)?

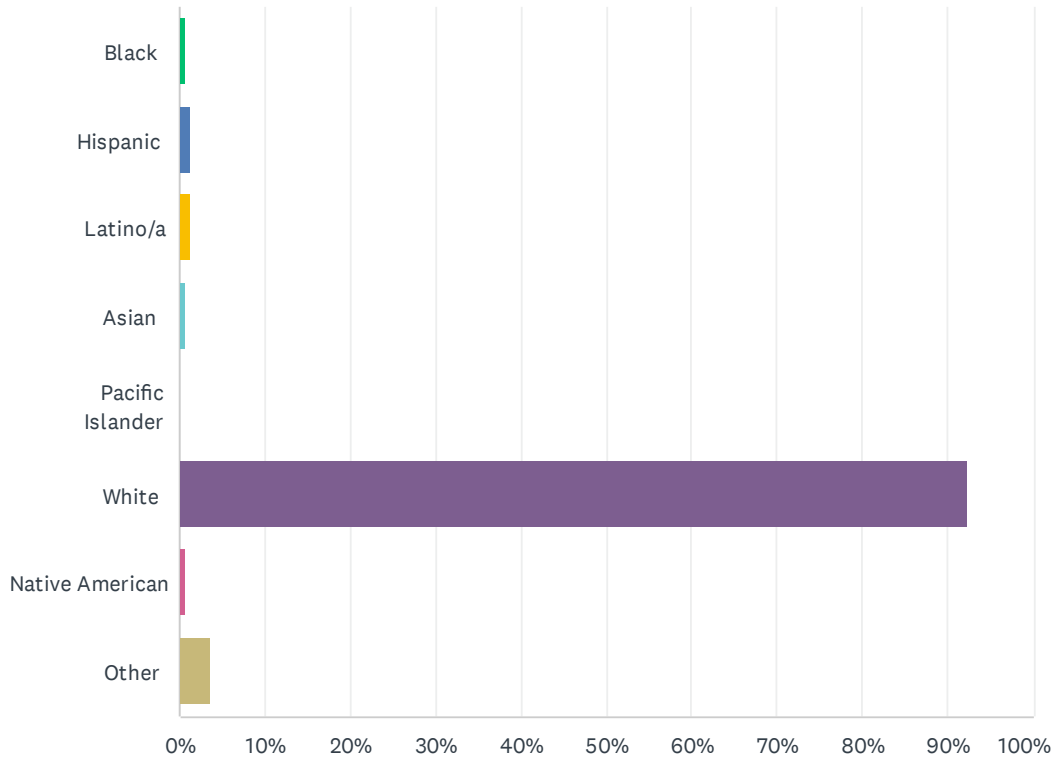
Answered: 347 Skipped: 15



ANSWER CHOICES	RESPONSES	
0-18	0.29%	1
19-36	30.84%	107
37-54	42.07%	146
55-72	23.34%	81
72+	3.46%	12
<b>TOTAL</b>		<b>347</b>

## Q16 How do you identify (optional)?

Answered: 335 Skipped: 27



ANSWER CHOICES	RESPONSES
Black	0.60% 2
Hispanic	1.19% 4
Latino/a	1.19% 4
Asian	0.60% 2
Pacific Islander	0.00% 0
White	92.24% 309
Native American	0.60% 2
Other	3.58% 12
<b>TOTAL</b>	<b>335</b>

Elk River Downtown

# Recommendations & Implementation Strategies

## Case Studies

### Downtown Stillwater – Stillwater, MN

Categories: Hotel, riverfront revitalization, placemaking

Major Outcomes: New construction, including multiple hotels, spurred by the creation of a new bridge and conversion of the old bridge into part of a pedestrian and bike network.

Description:

Stillwater is a small tourism-driven town in the bluff country of eastern Minnesota. Prior to the closure of the 87-year-old lift bridge in 2017, 18,000 cars crossed the aging bridge daily, bringing visitors to the city’s shopping and dining establishments downtown. The bridge closure came on the heels of the opening of the St. Croix Crossing south of downtown. In 2018, two new hotels opened in downtown Stillwater and a third hotel broke ground on an expansion. The new hotels include Hotel Crosby (55 rooms) and the Lora hotel (40 rooms).

In addition to new hotel construction, owners of retail stores downtown embarked on façade improvements of 19<sup>th</sup> century buildings and in 2019 Wolf Development broke ground on the adaptive reuse of the town’s historic armory, which was converted into apartments and commercial space (Fieldhouse 34). These investments reflected the strong economic climate as well as the increased ease of pedestrian access to downtown due to the bridge closure.

Figure 1. Stillwater’s Historic Lift Bridge, Now Part of St. Croix Crossing Loop Trail



Source: Twin Cities Outdoors.

Figure 2. The Lora Hotel



Source: Lora Hotel.

Figure 3. Interior of Fieldhouse 34 in the Historic Armory Building



Source: Historic Fieldhouse 34.

Figure 4. Rooftop Patio Overlooking the River at Brick and Bourbon in Downtown Stillwater



Source: Discover Stillwater.

## Artists on Main Street – Willmar, MN

Categories: Placemaking, Events

Major Outcomes: Increased visits to Downtown throughout the year; community-building

### Description:

Artists on Main Street is a program operated by local organizations, Rethos and Springboard for the Arts. The organizations work with cities to bring art and art-related events downtown, focusing on small and rural cities. Member cities receive funding and resources for the creation of art-based physical, economic, and social solutions for downtown.

One of the current participating cities is Willmar, MN, located in Kandiyohi County southwest of St. Cloud. The City's approach to using the resources provided by the program involves having "small and many" events to attract a wide variety of residents downtown throughout the year with a goal of creating community. In its first year, Willmar received \$20,000 from the program, which funded 13 projects. These included murals, seating areas, art workshops, and a community picnic. In its second year, the City aimed to utilize the program to bolster public outreach for its Comprehensive Plan update. City Planner Sarah Swedburg emphasized that in bringing people downtown for events throughout the year, it built downtown's identity as a place to meet friends and take part in community.

Figure 5. "Wilmar...What Comes to Your Mind" Art Event in 2019



Source: Rethos.

Figure 6. Residents Helping to Paint the Collaborative Downtown Mural Medallion in 2019



Source: Rethos.

## Grain District Downtown Redevelopment Plan – Bondurant, IA

Categories: Hotel, Placemaking

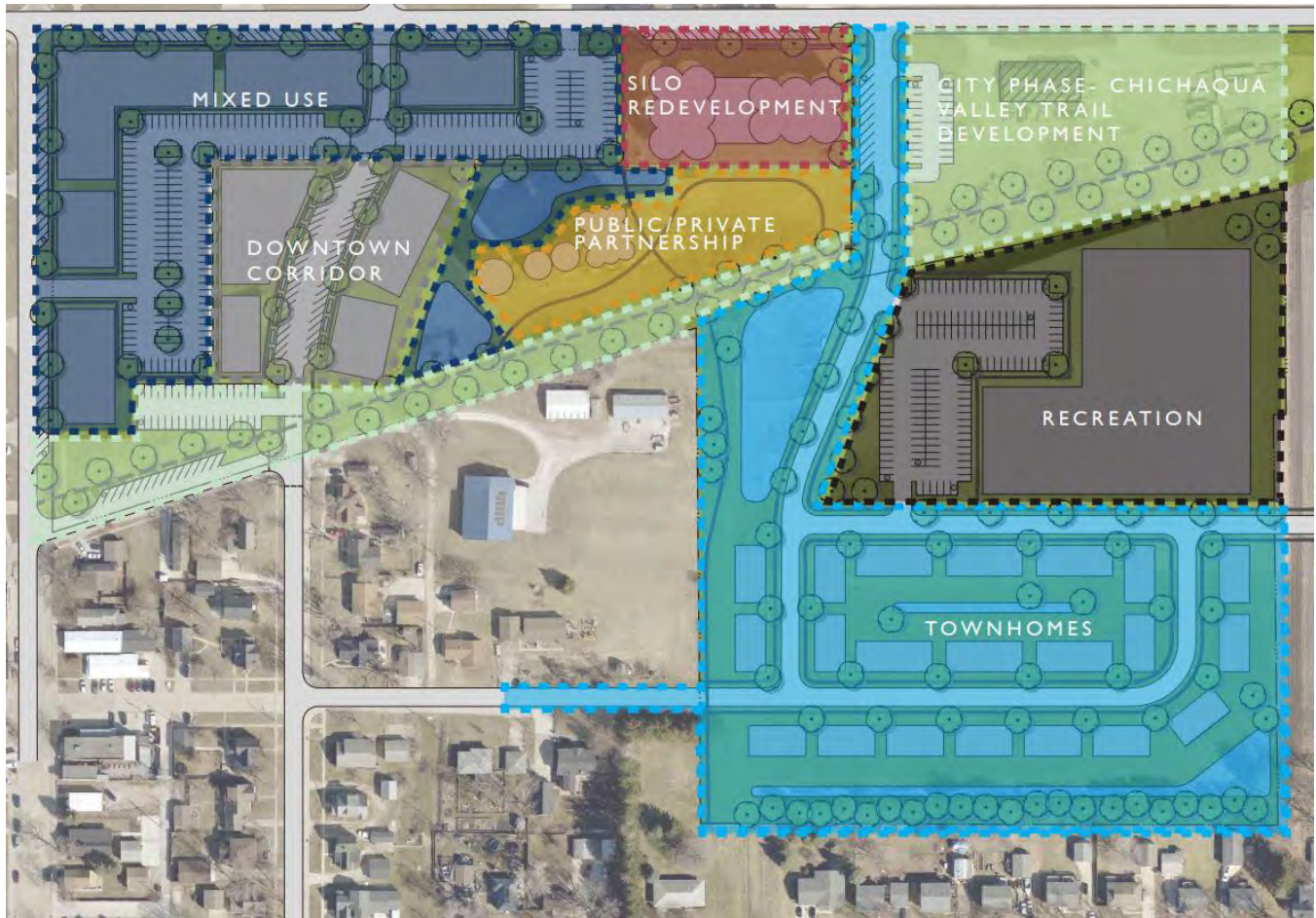
Major Outcomes: Public-private partnership for redevelopment and adaptive reuse of a historic grain silo; public investment in infrastructure, placemaking, and events.

**Description:**

Bondurant, a city of just over 7,000 residents located outside of Des Moines, adopted a plan in 2024 to redevelop the Grain District, an area adjacent to its downtown. The district was previously home to the Landus Cooperative and features a 140-foot tall grain silo. In 2024, the City released a plan for the grain district that includes townhomes, mixed-use (residential over retail), a park with a sculpture garden and stormwater retention ponds, a recreation center, and a repurposed railroad trail. The local buyer of the Grain District site, The 101 LLC, approached the City with the idea of sharing the cost of the plan adoption and creation process.

The centerpiece of the plan is the redevelopment of the grain silo into a mixed-use building with a hotel, condos, and retail space. Planned public investments to support the development of the site include an extension of the Chichaqua Valley Trail, realignment and extension of Lincoln Street NE, construction of a public gathering space and an arboretum, implementation of public art and creative placemaking, repurposing of a city Emergency Services facility into a public Parks and Recreation Center, and new public parking. Following adoption of the plan, the City entered into a Memorandum of Understanding (MOU) with the developer. In addition to the infrastructure investments planned by the City, the project is eligible for the City's tax abatement program, and TIF funds could be allocated to the silo redevelopment if it includes hotel and condo uses.

**Figure 7. Adopted Plan for the Grain District in Bondurant**



Source: City of Bondurant.

Figure 8. Conceptual Plan for Grain Silo Redevelopment



Source: City of Bondurant.

## Independence Landing – Independence, OR

**Categories:** Hotel, Riverfront Revitalization, Events

**Major Outcomes:** New housing, hotel, and park adjacent to the historic downtown

### Description:

Independence Landing is a suburb of Salem, Oregon that has in recent years branded itself as a gateway to the Willamette Valley wine country. The City had spent approximately 15 years prior to forming a development partnership revitalizing its downtown through investments in streetscape and a new park along the river featuring an outdoor amphitheater similar to Elk River's. In 2009, the City's 2020 Vision Plan identified an 18-acre site on the river adjacent to downtown as a key development opportunity. The City used a State transportation grant to fund concept plans for the site, which it ultimately purchased in 2015. In 2017, the City entered into a development agreement with Tokola Properties, which built a park, apartments, townhomes, and the first hotel in the city on the riverfront.

**Figure 9. Independence Hotel**



*Source: Tokola Properties.*

**Figure 10. Independence Landing**



*Source: Tokola Properties.*

## Downtown Walla Walla – Walla Walla, WA

Categories: Hotel, Placemaking

Major Outcomes: Repositioning of Walla Walla as a “boutique destination,” new hotel development, pedestrian plaza.

### Description:

The city of Walla Walla in southeastern Washington has a population of just over 30,000 residents that since the 1970s has been working to establish itself as a wine destination. The Walla Walla Main Street Foundation (now the Downtown Walla Walla Foundation) was formed in the 1980s, focusing initially on downtown events like the Italian Heritage Festa and Main Street Fair. In 1987, the foundation partnered with banks on a façade improvement program to revitalize downtown’s aging buildings. In 1991, the City approved a Local Improvement District to fund downtown improvements. In 2003, the City embarked on creating a 20-year downtown Master Plan to guide the future of the district. The Master Plan process created a community vision for the area that the City used as a basis for its urban design framework. The plan identified key public amenities and planned for wayfinding and circulation. Between 2000 and 2014, the City’s downtown won a number of accolades, including Washington Main Street’s Excellence on Main award and the American Planning Association’s Top Ten Great Neighborhood award.

In 2019, the City gained its newest hotel, the FINCH, on the former site of a Red Lion. The 80-room hotel showcases regional amenities by featuring local art and furnishings sourced from the Northwest, as well as through the use of tour guides to suggest activities to guests. Columbia Hospitality, which manages the FINCH, told the *Whitman Wire* that Walla Walla stands out for its “vibrant, unique, and authentic community.”

In 2023, the City made a temporary street closure into a permanent gathering space called Walawala Plaza.

Figure 11. Walawala Plaza in Downtown Walla Walla



Source: Oregon Wine Press.

Figure 12. Downtown Walla Walla



Source: Visit Walla Walla.

Figure 13. The FINCH Hotel in Walla Walla



Source: Visit Walla Walla.

## City-Owned Lot: Key Considerations

### City Investment

In order to spur development of the City-owned lot, the City will likely need to subsidize the project. Because of current challenges in the development market nationwide, the quicker the City wants to see the lot developed, the more money it will likely need to put into it. Subsidies that can help attract development include:

- Free or reduced-price land transfer
- Equity in the project
- Infrastructure development
- Tax subsidies or deferrals
- Reduced development or impact fees
- Preliminary environmental or other due diligence studies

### Partnership Structures & Development Agreement

The Steering Committee has identified redevelopment of the city-owned lot as a top priority for Downtown Elk River. To facilitate the development of this site, the city should conduct developer outreach, embark on a formal RFQ/RFP process to select a developer, and negotiate a development agreement that ensures development on the site is in alignment with the community vision. Key considerations for this agreement include:

- **Land:** the City should determine whether it intends to retain ownership of all or part of the land. Typically, developers prefer to own the development site outright. The City could determine alternative ownership structures, such as a 99-year land lease, but these are complicated arrangements that may not be appropriate for this site. The City could alternatively retain ownership of any parts of the site that are intended for public benefit or that will be developed at a future time.
- **Public Benefit:** Through the development agreement, the City could choose to require the developer to provide some public benefit in exchange for public subsidy (as discussed above). This could include park space, parking, or some other amenity that would benefit the community. However, the City should ensure that the public benefit is not so costly that the agreement falls apart.
- **Timing:** If the City chooses to give the land for free to the developer, it should consider including a provision within the development agreement that causes the land to revert to City ownership if development is not completed within a specified time. This will ensure that the City does not give up control of a key downtown site if the developer is unable to deliver.

# Key Actions for Downtown Plan Implementation

## Hotel Attraction

Attracting a hotel could be somewhat challenging for Elk River, as it is not yet a tourism destination and few small boutique hotels have been built in the area in recent years. However, as the City implements improvements that address connectivity challenges and emphasize Downtown's connection to the river, the prospects for a new hotel development will improve. Strategies the City should consider to attract hotel development include:

- Financial incentives such as tax abatements, infrastructure improvements, and/or shared planning costs.
- Increasing visits to Downtown Elk River through branding, high-quality placemaking, and events that draw visitors from throughout the region and provide a reason to stay overnight.
- Identification of key sites, preferably along the river, that are suitable for hotel development and zoned appropriately to allow for an urban, boutique-style hotel. This can include sites suitable for both ground-up development and adaptive reuse.
- Building and maintaining relationships with developers and key property owners to identify potential opportunities for partnerships.

## Grocery Attraction

Attracting a grocery store to the Uptown neighborhood will be challenging, especially because there are few small-format grocery chains operating in the US. The most likely type of grocery store to locate in this area will be a cooperative. Strategies that cities can use to attract grocery stores include:

- Financial incentives like land, infrastructure improvements, and/or tax credits
- Regulatory incentives like zoning changes or modifications, design concessions, and expedited permitting
- Alerting the local tenant broker community to a potential grocery location in Uptown
- Attending local ICSC events to network and spread the word about the opportunity

## Housing

The current development environment nationwide is challenging due to high interest rates as well as rising material and labor costs. Attracting significant housing development may be somewhat challenging in the near term, but the City can use this opportunity to prepare for longer-term investment, especially in the Uptown neighborhood. Actions the City can take to attract housing development include:

- Zoning the Uptown area for a variety of housing types, including townhomes, garden-style apartments, and mixed-use development.
- Ensuring that neighborhood commercial uses, potentially including a grocery store, are allowed and that parking requirements are appropriate for the scale of development.
- Conducting an environmental assessment of the site and potentially mitigating any significant environmental hazards on site that would limit housing development.
- Building relationships with developers who are active in the region and working with them to better understand the opportunities and challenges in this area.
- Providing funding for infrastructure development that will benefit the general public, such as new sidewalks.



# Request for Action

**To**  
City Council

**Item Number**  
10.5

**Meeting Date**  
March 16, 2026

**Prepared By**  
Ryan Sandhoefner, Engineering Project Manager

**Item Description**  
Engine Braking Limitations

**Reviewed by**  
Justin Femrite  
Cal Portner  
Jolene Richter

## Action Requested

Discuss limitations on engine braking within city limits.

## Background/Discussion

After previous discussions, staff investigated requirements and financial impacts for installing signage that notes that engine braking is not allowed on highways and county roads with high truck volume within Elk River.

MnDOT has strict regulations on how such signage can be implemented. Signage prohibiting engine braking on State Highways is not allowed, but signs notating "Vehicle Noise Laws Enforced" are permissible, but would have to be enforced by the city.

This would require an ordinance (sample attached) to be implemented, affirming the city's commitment to enforcing Minnesota Statutes 169.69 and 169.693, which have to do with vehicle noise and mufflers. Locations of these signs would need to be agreed upon by the city and MnDOT and would likely be at the entry points to the city from state highways. MnDOT will fabricate and install the signs for \$1,721 per sign.

Sherburne County has directed that they have similar requirements to MnDOT for the installation of these types of signs along their system.

## Financial Impact

N/A

## Mission/Policy/Goal

Meet Changing Needs - Agile

## Attachments

1. Sample Ordinance - Vehicle Noise Laws

## The Elk River Vision

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



**ORDINANCE NO.**

**AN ORDINANCE OF \_\_\_\_\_  
PROHIBITING EXCESSIVE VEHICLE NOISE**

**THE CITY COUNCIL OF \_\_\_\_\_ HEREBY ORDAINS AS FOLLOWS:**

**Section 1:** Definitions. For the purposes of this ordinance, the following phrases are defined as follows:

**"Engine retarding brake"** shall mean a Dynamic Brake, Jake Brake, Jacobs Brake, C-Brake, Paccar Brake, transmission brake or other similar engine retarding brake system which alters the normal compression of the engine and subsequently releases that compression.

**"Abnormal or excessive noise"** shall mean (a) distinct and loudly audible noise that unreasonably annoys, disturbs, injures, or endangers the comfort and repose of any person or precludes their enjoyment of property or affects their property's value, (b) noise in excess of that permitted by Minnesota Statutes Section 169.69, as it may be amended from time to time, which requires every motor vehicle to be equipped with a muffler in good working order, or (c) noise in excess of that permitted by Minnesota Statutes Section 169.693 and Minnesota Rules parts 7030.1000 through 7030.1050, as this statute and these rules may be amended from time to time, which establish motor vehicle noise standards.

**Section 2.** It shall be unlawful for any person to discharge the exhaust or permit the discharge of the exhaust from any motor vehicle except through a muffler that effectively prevents abnormal or excessive noise and complies with all applicable state laws and regulations.

**Section 3.** It shall be unlawful for the operator of any truck to intentionally use an engine retarding brake on any public highway, street, parking lot or alley within the city which causes abnormal or excessive noise from the engine because of an illegally modified or defective exhaust system, except in an emergency.

**Section 4.** Minnesota Statutes Sections 169.69 and 169.693 (motor vehicle noise limits) and Minnesota Rules parts 7030.1000 through 7030.1050, as these statutes and rules may be amended from time to time, are hereby adopted by reference.

**Section 5.** Signs stating "VEHICLE NOISE LAWS ENFORCED" may be installed at locations deemed appropriate by the City Council to advise motorists of the prohibitions contained in this ordinance, except that no sign stating "VEHICLE NOISE LAWS ENFORCED" shall be installed on a state highway without a permit from the Minnesota Department of Transportation. The provisions of this ordinance are in full force and effect even if no signs are installed.

**Section 6.** It is the intention of the City Council that all future amendments to any statutes and rules referenced or adopted by reference in this ordinance are also referenced or adopted by reference as if they had been in existence at the time this ordinance was adopted.

**Section 8.** Any person, firm or corporation who violates any provision of this ordinance shall, upon conviction, be guilty of a petty misdemeanor and punished by a fine of not more than \$300.

**Section 9.** This ordinance shall be effective immediately upon its passage and publication.



# Request for Action

**To**  
City Council

**Item Number**  
12.1

**Meeting Date**  
March 16, 2026

**Prepared By**  
Lori Stich, Finance Manager

**Item Description**  
February Financial Reports

**Reviewed by**  
Lori Stich  
Joe Stremcha  
Cal Portner  
Jolene Richter

**Action Requested**  
Information only.

## **Background/Discussion**

This report is designed to provide summary information regarding the overall level of revenues and expenditures in the General Fund, the Multipurpose Facility Special Revenue Fund, and the Enterprise Funds. These funds provide an important picture of the city's financial health.

For the month of February, actual revenues (excluding property taxes and transfers in) and expenditures should run about 17% of the annual budget. It is natural for some of the items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from budget are highlighted below accompanied with a general discussion for the variance.

## **General Fund**

Revenues:

- Property taxes, our largest revenue source, are received in July and December.
- License & permit collections are 14% of budget estimates consisting primarily of building-related permits and rental licenses.
- Charges for services are about 35% of estimates with plan check fees, second-half of the school liaison contract for the 2025-2026 school year, first-half Otsego fire contract and recreation fees making up the majority of collections.
- Transfers in consist of ERMU's 5% January monthly electric revenues. The remaining transfers in will be recorded mid-year.

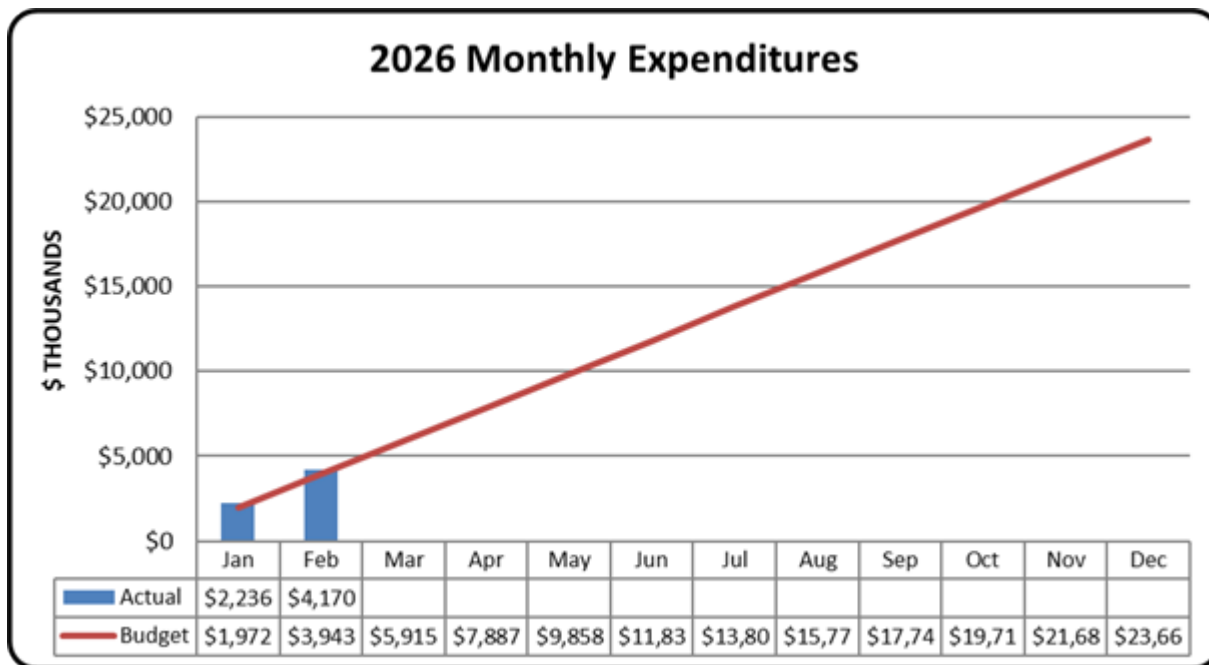
Expenditures:

### **The Elk River Vision**

*A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity*



- Total departmental expenditures are about 17% of budget. Most departments are within or below budget estimates.



**FTCENTER**

Through the end of February, revenues of \$439,710 exceed expenditures of \$396,117 by \$43,593. The majority of February collections consist of facility rentals, admissions for section hockey games, recreation fees and concessions while expenditures are primarily attributable to personal services.

**Financial Impact**

N/A

**Mission/Policy/Goal**

Responsible for every dollar - good stewards.

**Attachments**

- I. 02-2026 Financials

**General Fund**

As of:

**2/28/2026****17.00% OF YEAR COMPLETED****REVENUES****Budget****YTD Actual****% of budget****Budget Balance**

<b>Taxes</b>					
101-3-0000-3111	Current Ad Valorem Taxes	16,864,450.00	255,038.75	1.51%	16,609,411.25
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	636.93	0.00%	(636.93)
101-3-0000-3121	Gravel Tax	220,000.00	36,425.36	16.56%	183,574.64
101-3-0000-3131	Penalties/Interest	0.00	850.09	0.00%	(850.09)
<b>Total Taxes</b>		<b>17,084,450.00</b>	<b>292,951.13</b>	<b>1.71%</b>	<b>16,791,498.87</b>

**Licenses & Permits**

101-3-0000-3211	Liquor License	85,000.00	(2,600.00)	-3.06%	87,600.00
101-3-0000-3212	THC License	5,000.00	3,900.00	78.00%	1,100.00
101-3-0000-3213	Cigarette License	4,000.00	300.00	7.50%	3,700.00
101-3-0000-3214	Rental License	65,000.00	10,195.00	15.68%	54,805.00
101-3-0000-3216	Mining License	27,000.00	0.00	0.00%	27,000.00
101-3-0000-3217	Garbage Hauler License	2,500.00	0.00	0.00%	2,500.00
101-3-0000-3218	Other Business License/Permit	18,000.00	2,410.00	13.39%	15,590.00
101-3-0000-3229	NPDES Permit	17,000.00	3,500.00	20.59%	13,500.00
101-3-0000-3231	Building Permit	550,000.00	76,601.32	13.93%	473,398.68
101-3-0000-3232	Plumbing/Heating Permit	180,000.00	40,533.94	22.52%	139,466.06
101-3-0000-3233	Permit Surcharge	700.00	3,905.39	557.91%	(3,205.39)
101-3-0000-3235	Animal License	500.00	50.00	0.00%	450.00
101-3-0000-3237	Other Non-Business Lic/Permit	30,000.00	2,226.00	7.42%	27,774.00
<b>Total Licenses &amp; Permits</b>		<b>984,700.00</b>	<b>141,021.65</b>	<b>14.32%</b>	<b>843,678.35</b>

**Intergovernmental Revenue**

101-3-0000-3322	MV Credit	6,000.00	0.00	0.00%	6,000.00
101-3-0000-3323	Fire State Aid	300,000.00	0.00	0.00%	300,000.00
101-3-0000-3325	Police 2% Aid	425,000.00	0.00	0.00%	425,000.00
101-3-0000-3326	Police Training Reimb	35,000.00	0.00	0.00%	35,000.00
101-3-0000-3329	State Crime Prevention Grant	50,000.00	7,464.77	14.93%	42,535.23
101-3-0000-3330	Other State Grants	0.00	0.00	0.00%	0.00
<b>Total Intergovernmental Revenue</b>		<b>816,000.00</b>	<b>7,464.77</b>	<b>0.91%</b>	<b>808,535.23</b>

**Charges for Services**

101-3-0000-3412	Planning & Zoning Fees	25,000.00	4,490.00	17.96%	20,510.00
101-3-0000-3413	Plan Check Fee	230,000.00	26,169.59	11.38%	203,830.41
101-3-0000-3415	Special Assessment Search	500.00	0.00	0.00%	500.00
101-3-0000-3417	Copies	1,500.00	448.76	29.92%	1,051.24
101-3-0000-3418	Other General Govt Services	0.00	0.00	0.00%	0.00
101-3-0000-3430	Lockout Fees	3,000.00	340.00	11.33%	2,660.00
101-3-0000-3431	Police Services	50,000.00	(150.00)	-0.30%	50,150.00
101-3-0000-3432	School Liaison	200,000.00	94,942.50	47.47%	105,057.50
101-3-0000-3434	Animal Impound Fee	500.00	150.00	30.00%	350.00
101-3-0000-3436	Fire Contracts	480,050.00	267,998.65	55.83%	212,051.35
101-3-0000-3437	Fire Services	5,000.00	0.00	0.00%	5,000.00
101-3-0000-3438	Fire Inspections	0.00	0.00	0.00%	0.00
101-3-0000-3451	Street Services	35,000.00	85.00	0.24%	34,915.00
101-3-0000-3452	Engineering Services Reimb	20,000.00	0.00	0.00%	20,000.00
101-3-0000-3461	Recreation Fees	52,500.00	13,430.00	25.58%	39,070.00
101-3-0000-3462	Sr Center Activities	55,500.00	10,261.84	18.49%	45,238.16
101-3-0000-3463	Farmer's Market	15,000.00	14,914.00	99.43%	86.00
101-3-0000-3469	Elk RiverFest	15,000.00	2,645.00	17.63%	12,355.00

101-3-0000-3472	Park Use Fee	77,000.00	9,746.19	12.66%	67,253.81
101-3-0000-3475	Building Rent	0.00	442.50	0.00%	(442.50)
101-3-0000-3483	Sewer Inspection Fee	15,000.00	1,200.00	8.00%	13,800.00
101-3-0000-3484	Contractor License Check	1,200.00	195.00	16.25%	1,005.00
<b>Total Charges for Services</b>		<b>1,281,750.00</b>	<b>447,309.03</b>	<b>34.90%</b>	<b>834,440.97</b>
<b>Fines &amp; Forfeits</b>					
101-3-0000-3510	Court Fines	170,000.00	17,511.06	10.30%	152,488.94
<b>Total Fines &amp; Forfeits</b>		<b>170,000.00</b>	<b>17,511.06</b>	<b>10.30%</b>	<b>152,488.94</b>
<b>Other Revenue</b>					
101-3-0000-3621	Interest Income	200,000.00	0.00	0.00%	200,000.00
101-3-0000-3625	Refunds & Reimbursements	175,000.00	3,090.00	1.77%	171,910.00
101-3-0000-3626	Contributions	27,000.00	0.00	0.00%	27,000.00
101-3-0000-3629	Miscellaneous Revenue	12,000.00	674.09	5.62%	11,325.91
<b>Total Other Revenue</b>		<b>414,000.00</b>	<b>3,764.09</b>	<b>0.91%</b>	<b>410,235.91</b>
<b>Transfers In</b>					
101-3-0000-3926	Transfer-Capital Outlay Reserv	89,000.00	0.00	0.00%	89,000.00
101-3-0000-3942	Transfer-WWTS	187,200.00	0.00	0.00%	187,200.00
101-3-0000-3943	Transfer-Liquor	850,000.00	0.00	0.00%	850,000.00
101-3-0000-3944	Transfer-Garbage	62,400.00	0.00	0.00%	62,400.00
101-3-0000-3945	Transfer-Utilities	1,500,000.00	179,603.63	11.97%	1,320,396.37
101-3-0000-3946	Transfer-Stormwater	130,000.00	0.00	0.00%	130,000.00
101-3-0000-3948	Transfer-EDA	49,900.00	0.00	0.00%	49,900.00
101-3-0000-3949	Transfer-HRA	40,550.00	0.00	0.00%	40,550.00
<b>Total Transfers In</b>		<b>2,909,050.00</b>	<b>179,752.70</b>	<b>6.18%</b>	<b>2,729,297.30</b>
<b>TOTAL GENERAL FUND REVENUES</b>		<b>23,659,950.00</b>	<b>1,089,774.43</b>	<b>4.61%</b>	<b>22,570,175.57</b>

**General Fund**

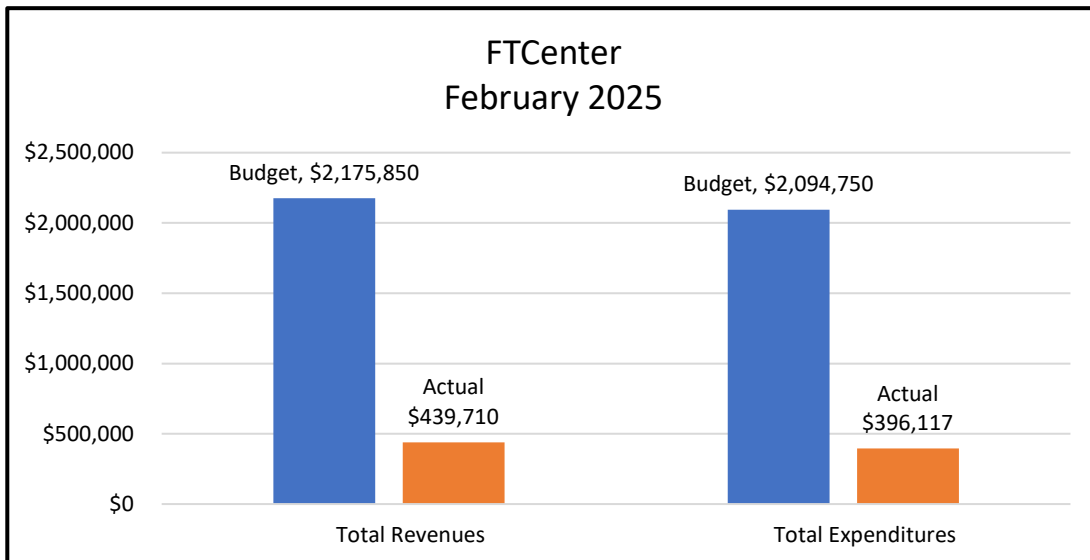
As of:

**2/28/2026****17.00% OF YEAR COMPLETED****EXPENDITURE SUMMARY**

	<u>Budget</u>	<u>YTD Actual</u>	<u>% of budget</u>	<u>Budget Balance</u>
<b>General Government</b>				
City Council	243,150.00	49,760.79	20.47%	193,389.21
Communications	554,850.00	98,841.45	17.81%	456,008.55
Administrative Services	722,950.00	154,276.40	21.34%	568,673.60
Human Resources	471,650.00	66,837.38	14.17%	404,812.62
Elections	53,550.00	6,457.00	12.06%	47,093.00
Finance	1,040,450.00	154,277.23	14.83%	886,172.77
Information Technology	846,850.00	157,468.27	18.59%	689,381.73
Legal	340,000.00	26,861.05	7.90%	313,138.95
Community Development / Planning	516,950.00	126,523.99	24.48%	390,426.01
Building Maintenance	1,165,950.00	199,872.83	17.14%	966,077.17
<b>Total General Government</b>	<b>5,956,350.00</b>	<b>1,041,176.39</b>	<b>17.48%</b>	<b>4,915,173.61</b>
<b>Public Safety</b>				
Police Administration	1,419,850.00	343,653.68	24.20%	1,076,196.32
Patrol	4,299,800.00	707,249.73	16.45%	3,592,550.27
Investigations	1,633,050.00	314,481.89	19.26%	1,318,568.11
Police Support Services	1,038,050.00	186,652.49	17.98%	851,397.51
Police Reserves	15,250.00	497.72	3.26%	14,752.28
Public Safety Building	229,300.00	15,761.54	6.87%	213,538.46
Fire Administration	1,533,000.00	186,943.83	12.19%	1,346,056.17
Fire Operations	646,300.00	119,461.67	18.48%	526,838.33
Emergency Management	34,250.00	3,381.07	9.87%	30,868.93
Building Safety	614,200.00	109,707.58	17.86%	502,242.42
Code Enforcement	142,150.00	25,359.85	17.84%	116,790.15
Environmental	77,050.00	12,866.83	16.70%	64,183.17
<b>Total Public Safety</b>	<b>11,682,250.00</b>	<b>2,026,017.88</b>	<b>17.34%</b>	<b>9,653,982.12</b>
<b>Public Works</b>				
Street Maintenance	1,885,900.00	325,991.87	17.29%	1,559,908.13
Snow Removal	398,200.00	180,338.74	45.29%	217,861.26
Equipment Services	465,400.00	81,349.62	17.48%	384,050.38
Engineering	411,300.00	71,684.86	17.43%	339,615.14
<b>Total Public Works</b>	<b>3,160,800.00</b>	<b>659,365.09</b>	<b>20.86%</b>	<b>2,501,434.91</b>
<b>Culture &amp; Recreation</b>				
Parks Department	1,779,650.00	256,751.62	14.43%	1,522,898.38
Parks & Rec Admin	586,900.00	104,494.73	17.80%	482,405.27
Recreation Programs	147,750.00	15,158.75	10.26%	132,591.25
Farmers Market	73,800.00	10,905.31	14.78%	62,894.69
Sr Citizen Programs	272,450.00	41,862.34	15.37%	230,587.66
<b>Total Culture &amp; Recreation</b>	<b>2,860,550.00</b>	<b>429,172.75</b>	<b>15.00%</b>	<b>2,431,377.25</b>
<b>Economic Development</b>				
Economic Development	0.00	14,282.26	0.00%	(14,282.26)
Energy City	0.00	0.00	0.00%	0.00
<b>Total Economic Development</b>	<b>0.00</b>	<b>14,282.26</b>	<b>0.00%</b>	<b>(14,282.26)</b>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>23,659,950.00</b>	<b>4,170,014.37</b>	<b>17.62%</b>	<b>19,487,685.63</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>(3,080,239.94)</b>		<b>3,390,603.49</b>

**CITY OF ELK RIVER  
FTCENTER - BUDGET TO ACTUAL  
MONTH ENDED FEBRUARY 28, 2026**

	<b>Current Budget</b>	<b>Year to Date Actual</b>	<b>% of Budget</b>
<b>Revenues:</b>			
Ice Rental	\$990,000	\$26,557	2.68%
Admissions	10,000	57,640	576.40%
Dry Floor Events/Craft Shows	0	0	0.00%
Facility Rental	313,300	105,360	33.63%
Advertising/Naming Rights/Sponsorships	212,500	22,228	10.46%
Recreation fees (Skating/Hockey)	160,000	65,153	40.72%
Concessions/catering/vending	470,000	157,180	33.44%
Other Revenues (interest, etc.)	20,050	5,591	27.89%
Total Revenues	\$2,175,850	\$439,710	20.21%
<b>Operating expenses:</b>			
Personal services	\$1,006,450	\$226,987	22.55%
Supplies	273,900	75,571	27.59%
Other services & charges	661,250	71,411	10.80%
Capital Outlay	153,150	14,448	9.43%
Transfers Out	0	7,700	0.00%
Total Expenditures	\$2,094,750	\$396,117	18.91%
<b>Revenues over/(under) expenditures</b>	<b>\$81,100</b>	<b>\$43,593</b>	



**CITY OF ELK RIVER  
ENTERPRISE FUNDS - BUDGET TO ACTUAL  
MONTH ENDED FEBRUARY 28, 2026**

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
<b>Sales and cost of sales:</b>												
Sales	\$ 8,845,000	\$ 1,190,356	13.46%									
Cost of sales	(6,344,000)	(841,647)	13.27%									
Gross profit	2,501,000	348,710	13.94%									
<b>Operating revenues:</b>												
User charges	-	-	-	\$ 2,868,500	\$ 502,419	17.52%	\$ 2,132,000	\$ 341,021	16.00%	\$ 680,500	\$ 170,835	25.10%
Delinquency collections	-	-	-	-	41	-	-	133	-	-	22	-
Other	5,400	-	0.00%	200,000	-	0.00%	-	-	-	-	-	-
Total operating revenues	5,400	-	0.00%	3,068,500	502,461	16.37%	2,132,000	341,153	16.00%	680,500	170,857	25.11%
<b>Operating expenses:</b>												
Personal services	1,395,350	243,911	17.48%	928,650	171,434	18.46%	29,400	5,274	17.94%	-	-	-
Supplies	40,000	2,814	7.03%	329,000	44,671	13.58%	2,000	-	0.00%	1,000	-	0.00%
Other service charges	708,100	100,100	14.14%	992,750	140,035	14.11%	1,923,400	172,793	8.98%	67,100	2,417	3.60%
Depreciation *	60,000	-	0.00%	1,710,000	-	0.00%	-	-	-	500,000	-	0.00%
Total operating expenses	2,203,450	346,825	15.74%	3,960,400	356,140	8.99%	1,954,800	178,068	9.11%	568,100	2,417	0.43%
<b>Operating income (loss)</b>	<b>302,950</b>	<b>1,885</b>	<b>0.62%</b>	<b>(891,900)</b>	<b>146,321</b>	<b>-16.41%</b>	<b>177,200</b>	<b>163,086</b>	<b>92.03%</b>	<b>112,400</b>	<b>168,440</b>	<b>149.86%</b>
<b>Nonoperating revenues (expenses):</b>												
Interest income	75,000	-	0.00%	130,000	-	0.00%	15,000	-	0.00%	35,000	-	0.00%
Interest expense/agent fees	-	-	-	(72,200)	(37,168)	51.48%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	75,000	-	0.00%	57,800	(37,168)	-64.30%	15,000	-	0.00%	35,000	-	0.00%
<b>Income (loss) before contributions &amp; transfers</b>	<b>377,950</b>	<b>1,885</b>	<b>0.50%</b>	<b>(834,100)</b>	<b>109,153</b>	<b>-13.09%</b>	<b>192,200</b>	<b>163,086</b>	<b>84.85%</b>	<b>147,400</b>	<b>168,440</b>	<b>114.27%</b>
Contributions - connection fees	-	-	-	1,000,000	134,121	13.41%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	-	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	11,870	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,100,000)	-	0.00%	(187,200)	(4,100)	2.19%	62,400	-	0.00%	(130,000)	-	0.00%
<b>NET INCOME (LOSS)</b>	<b>(722,050)</b>	<b>1,885</b>	<b>-0.26%</b>	<b>(21,300)</b>	<b>251,044</b>	<b>-1178.61%</b>	<b>254,600</b>	<b>163,086</b>	<b>64.06%</b>	<b>17,400</b>	<b>168,440</b>	<b>968.05%</b>
Items reclassified to balance sheet at year end:												
Bond Proceeds				-	-	-						
Capital Outlay	(130,000)	-	-	(182,200)	(220,000)	-	-	-	-	(100,000)	-	-
Bond Payment	-	-	-	(535,000)	(535,000)	-	-	-	-	-	-	-
<b>Revenues over/(under) expenditures</b>	<b>(852,050)</b>	<b>1,885</b>		<b>(738,500)</b>	<b>(503,956)</b>		<b>254,600</b>	<b>163,086</b>		<b>(82,600)</b>	<b>168,440</b>	

\* Recorded at year-end