



City Council
Regular Meeting, Worksession,
&
Closed Meeting
Agenda

Monday, July 15, 2024
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 July 1, 2024, Closed Meeting Minutes

4.2 July 1, 2024, Regular Meeting Minutes

4.3 Check Register

4.4 Resolution 24-37: Great Northern Regional Trail Legacy Grant

4.5 Proclamation: Volunteer Appreciation Day

4.6 2024 Gravel Mining Licenses

4.7 Resolution 24-38: Findings of Fact Denying IUP Request for a Residential Occupation at 10208 209th Ave NW, Jason Bye

4.8 City of Elk River Towing Agreement 24-18

4.9 Resolution 24-39 authorizing the execution of the Agency Agreement 24-19 with MnDOT for Mega Loop Project.

4.10 Resolution 24-40: IIJA Discretionary Grant Assistance Terms and Conditions

4.11 Hire Concessions Supervisor

4.12 Fire Department Engine 2 Replacement Agreement 24-20

4.13 Resolution 24-41 Amending the Development Agreement and Note for Tax Increment District No. 26 (Shoot Steel)

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 Commission Interviews

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 Variance: Freestanding Sign Size, 18823 Freeport St. NW - Holiday Gas Station

7.2 Conditional Use Permit: Changeable Copy (Digital) Sign, 18823 Freeport St. NW - Holiday Gas Station

7.3 Zone Change: C-3 (Highway Commercial) to R-3 (Townhome/Multi-Family Residential), 75-00128-3101 - City of Elk River Ordinance 24-17

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 2025 Benefit Level for Elk River Fire Relief Association

8.2 Downtown Plan: Select Council Representative

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

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 Multipurpose Facility Commission Purpose and Authority

11. MOTION TO ADJOURN

12. CLOSED MEETING - 13690 186TH AVE NW

12.1 Statement to be read by the Mayor:

"The City Council will be holding a closed meeting pursuant to MN Statute Section 13D.05,

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



Subdivision 3(b) to discuss proposed litigation against the property owner of 13690 186th Ave NW."

12.2 Motion Calling Closed Meeting

12.3 Hold Closed Meeting

13. INFORMATION

13.1 Financial Report - June

13.2 Investment Report - 2nd Quarter 2024

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**Closed Meeting of the City Council
Held at the Elk River City Hall
Monday, July 1, 2024**

Members Present: Mayor John Dietz, Councilmembers Cory Grupa, Matt Westgaard, Mike Beyer, and Jennifer Wagner

Members Absent: None

Staff Present: City Administrator Cal Portner, Assistant City Administrator Joe Stremcha, City Clerk Tina Allard

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:35 PM.

2. DISCUSS OFFERS/COUNTEROFFERS FOR REAL PROPERTY AT 235 2ND ST NW, ELK RIVER
Mayor Dietz read the following statement.

2.1 "The City Council will be holding a closed meeting pursuant to MN Statute Section 13D.05, Subdivision 3 to discuss offers/counteroffers for real property at 235 2nd St NW, Elk River."

The City Council held the closed meeting.

3. MOTION TO ADJOURN

Moved by Councilmember Beyer and seconded by Councilmember Westgaard to adjourn the meeting of City Council. Motion Carried 5-0.

The meeting adjourned at 6:45 PM

Minutes prepared by Tina Allard.

John J. Dietz, Mayor

Tina Allard, City Clerk



**Meeting of the City Council
Held at the Elk River City Hall
Monday, July 1, 2024**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Matt Westgaard, Councilmember Cory Grupa

Members Absent: None

Staff Present: City Administrator Cal Portner, Assistant City Administrator Joe Stremcha, Senior Planner Chris Leeseberg, City Clerk Tina Allard

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:45 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Mayor Dietz added Item 8.3 regarding an ordinance amendment for food trucks and 8.4 regarding the Independence Day fireworks.

4. CONSENT AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve the following consent items as outlined in their respective staff reports. Motion Carried 5-0.

4.1 June 17, 2024, Regular Minutes

4.2 Check Register

4.3 2024 Equipment Replacement Fund Purchase

4.4 Temporary On-Sale Liquor License: Saint Andrew Catholic Church

4.5 2024-2025 Liquor License Renewals

4.6 Designate Parcel 75-00132-2125 as Scout Island Park

4.7 Severance Agreement and Waiver of Claims

4.8 Amend Resolution 23-62, 2024 Compensation Plan for Non-Organized Employees

4.9 Temporary On-Sale Liquor License: Davis-Darrow-Meyer American Legion Post 112

4.10 Ordinance 24-16: Amending Chapter 2-253, Authority and Duties of the Multipurpose Facility Commission *(Continued to July 15 Council Meeting)*

5. OPEN FORUM

No one appeared for Open Forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

There were no presentations.

7. PUBLIC HEARINGS

7.1 Plat: Briggs Estates, 10528 175th Ave NW - Pat Briggs Resolution 24-36

Mr. Leeseberg presented the staff report.

Mayor Dietz opened the public hearing.

Mike Johnson, 17516 Polk Street - asked what would be going on this parcel of land.

Mr. Leeseberg stated the parcel is currently zoned to allow single-family homes, townhomes, or apartments. The mayor questioned the quantity of these items that would be allowed on this parcel. Mr. Leeseberg couldn't state for sure without having time to calculate, but he thought no more than four single-family homes could fit and maybe six townhomes. He stated an apartment complex could be difficult. He also noted a home on an adjacent lot could be torn down and added to this parcel of land, which could change the numbers.

Mayor Dietz closed the public hearing.

Moved by Councilmember Westgaard and seconded by Councilmember Wagner to adopt Resolution 24-36 with the following conditions:

1. Park dedication shall be paid for one dwelling unit at the rate applicable when the subdivision is released for recording (currently \$3,065.73/lot).
2. The wetland boundaries shown on the plat shall be updated to reflect the approved wetland boundaries as determined by the Technical Evaluation Panel.

3. A 45-foot drainage and utility easement shall be added around all wetlands, reflecting the required setbacks outlined in Sec. 30-1852.

Motion Carried 5-0.

8. GENERAL BUSINESS

8.1 Parks & Recreation and Planning Commission Appointments

Moved by Councilmember Westgaard and seconded by Councilmember Wagner to appoint Melissa Fermoye to the Parks and Recreation Commission with a term ending February 28, 2025. Motion Carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to appoint Anthony Kaba and James Zahler to the Planning Commission.

Councilmember Westgaard noted the terms needed to be set for each appointment.

Councilmember Wagner amended her motion to appoint Mr. Kaba to the commission with a term ending February 28, 2027 and Mr. Zahler with a term ending February 28, 2026. The seconder of the motion was amenable to the change.

Motion Carried 5-0.

8.2 Discuss Work Session Items

Councilmember Wagner added a discussion regarding Council Chambers safety.

8.3 Ordinance Amendment 24-16: Food Trucks

Ms. Allard presented the staff report.

Mayor Dietz spoke with Recreation Coordinator Karen Wingard who suggested reaching out to one of the local businesses to see if they would be willing to host food trucks in their parking lot during concert events.

Councilmember Wagner stated she has already spoken with the church and they are open to having trucks in their lot. She spoke with the Downtown Elk River Business Association (DERBA) and the local restaurants. She stated the DERBA group felt food trucks are a draw and the groups main concerns were not wanting parking stalls taken up on Main Street or having trucks with similar businesses to their own. She told the group we couldn't regulate which type of trucks could be downtown. Councilmember Wagner questioned Section 8 of the ordinance which allows food trucks to take up to three parking stalls, which she is not in favor of allowing.

Mayor Dietz concurred on not allowing up to three spaces in the downtown.

Ms. Allard noted the parking stall regulation applied to the whole city and asked for clarification on if the

intent is just related to downtown or the whole city. Mr. Stremcha noted in parks it would be three stalls instead of two.

The Council concurred they'd like food trucks in the downtown district to only be able to take up two parking stalls.

Councilmember Wagner stated it would be detrimental to downtown businesses to allow food trucks on Main Street. Mayor Dietz noted safety issues as well. Councilmember Westgaard further noted the parking stalls would include the private lots as well.

Ms. Allard noted, as the ordinance is currently drafted, food trucks can only park on King Avenue and on private property and language could be added to the ordinance allowing them in other areas of downtown during city events.

The Council concurred on allowing trucks in other parts of downtown for city events. The Council also wanted language stating no food trucks are allowed on Main Street and Jackson Avenue unless it is closed down for a city event.

The Council asked staff to arrange for a couple of food trucks for the next concert night.

The Council summarized the ordinance amendment as follows:

- a. No food trucks are allowed on Main Street or Jackson Avenue in the downtown district. (except when the street is closed for city events).
- b. Food trucks can only be parked on King Avenue.
- c. Food trucks can be on private property.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to adopt Ordinance 24-16. Motion Carried 5-0.

8.4 Discuss Independence Day Fireworks

Mayor Dietz noted there is a likelihood of rain on Independence Day, and he questioned the process for determining whether the fireworks should be canceled and community notification.

Mr. Stremcha explained delivery is expected on Thursday, July 4 at 1:00 p.m. If we cancel the delivery on Wednesday, the extra costs for rescheduling the event would be minimal. If the delivery is accepted and the fireworks are canceled on July 4 due to the weather, the backup date would be Friday, July 5, and this date also looks likely to have rain. He stated if the delivery is accepted there will be extra costs for a 24-hour watch by the police department to ensure no tampering or theft, which would be very expensive. If both dates are canceled, the police watch will be required until the vendor can pick up the fireworks on Saturday. He stated another option, based on the weather, is to cancel the order and have the fireworks delivered at another date, which would be a minimal extra expense.

Councilmember Beyer asked about the additional costs if delivery is accepted and a police watch is required. Mr. Stremcha stated it could be an additional \$10,000-12,000.

Mayor Dietz suggested the Elk RiverFest event be the backup date if the fireworks need to be canceled.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

The Council provided updates as outlined in the respective advisory board's minutes.

10. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adjourn the meeting of City Council. Motion Carried 5-0.

The regular meeting adjourned at 7:22 p.m.

11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

The work session meeting convened at 7:27 p.m.

11.1 FT Center Ice, Turf, and Room Rates

Ice Rates

Mr. Stremcha presented the report.

Councilmember Beyer brought up the following items:

1. Are the comparable communities all city-owned properties? Mr. Stremcha stated yes.
2. Expressed concerns about the additional \$10,000 increase in fees for the figure skating club. Councilmember Westgaard explained that the club received a reduced rate after the pandemic to help them get their membership levels back to pre-pandemic levels.
3. Are the roles and duties of the multipurpose facility going to be discussed? Mr. Portner noted the discussion was scheduled for the next City Council meeting.
4. Expressed concerns about not having the history of how the current rates were determined, which makes it difficult to decide on rates.
5. Elk River Youth Hockey buys much more ice, and they pay more than the other users.

Councilmember Wagner stated this is why the rate discussion is being brought to the Council level, noting it is good to have fresh eyes because the facility needs to break even. She provided a history of the differing contract negotiations which has led to user groups feeling slighted. She felt it was good to look at this without background information to call out concerns, be neutral, and question the processes.

Councilmember Beyer stated he is not ready to make any decisions tonight because he needs more time to evaluate the rates and get input from the Multipurpose Facility Commission. Mayor Dietz stated the Council took away the Commission's authority to provide input on the rates based on the city attorney's opinion. Councilmember Westgaard noted discussion is needed about the role of the

commission when the city attorney is available. Mr. Portner informed the Council that the high school sets their levy in August and youth hockey sets their budget in September, so both groups will need to know the rates soon.

Councilmember Westgaard asked why the rates need to be so complex. He asked that the amount of revenue needed be divided by the ice hours purchased to set the rate for prime, non-prime, and school. Councilmember Westgaard noted that the ice rates generate roughly 50% of the total revenue for the facility. We are talking about \$800,000 in ice rental revenue and hoping to generate \$1.8 million worth of total revenue. He said we could talk about ice rates, and who's going to generate what and asked if we are we barking up the wrong tree? He stated the facility isn't going to float by charging more for ice rates. He feels there are some bigger holes to address and recalled an initial projection presented in 2020 by staff with revenues from turf and meeting room rentals near \$700,000, and we are barely clearing \$150,000. He'd like to get rid of negotiated contracts and go back to a prime, non-prime, and school rate for every user group, noting this rate structure worked well in the past. He asked for the comparable (comps) rates for Anoka, Rogers, Monticello, and Princeton because local users would go to these facilities if they didn't like the rate we set.

Councilmember Westgaard questioned the maximum capacity for ice rental revenue and whether it is achievable. Mr. Stremcha stated there is room to grow because we expended the length of service with the second sheet of ice. The ice rink will remain for a longer period to attract summer tournaments and expand the summer camp opportunities.

Councilmember Westgaard stated the facility can't be made to float on ice user groups alone and other areas of the facility need to be reviewed for revenue sources, such as the turf and meeting rooms. He asked if the staffing levels are needed when the other spaces are currently not at capacity, noting the city previously ran a two-sheet ice facility with only two employees. He stated the revenue is needed to support the staff level, and we haven't proven support with the previous three-year revenue projections. He does not want to see the same projections because it hasn't been proven things will be different. Mr. Stremcha stated we are implementing an organizational restructure as approved by council this summer. This reorganization reduces staffing and reallocates resources for a focus on hospitality expertise through event planning and expanded concessions operations for additional revenue opportunities.

Councilmember Westgaard stated the ice rate for prime time should be no less than \$250, noting youth hockey has had the benefit of a low rate for a long time due to things like the poor condition of the previous facility.

Mayor Dietz stated he is okay with the rates in Scenario A of the presentation.

There was discussion on who is in the pool of comps, how big, how small, what the pool consists of, and which categories it applies to. Mr. Stremcha suggested the three rates; prime, non-prime, and school hours, but the school hours rate should factor in comparable arenas hosting USPHL teams to maintain a competitive advantage, as the comparison list for prime, non-prime, and school ice rates did not have bulk daytime user groups to complement those less desirable ice times which are more challenging to fill. This would result in a blended school rate averaging the School rate and USPHL rate.

Councilmember Westgaard suggested establishing a list of comps (historically a list of 12) different from what is in the presentation, considering locality but also facility amenities. Mr. Stremcha then questioned if the rate is truly based on an average or, like the union negotiation of wages, where you want to be in

that top quartile. Councilmember Westgaard stated the facility is premier and not average, which would affect the rate. He suggested reviewing the 12 comps yearly to determine where to set our rates, noting it does not have to be a mathematical average of the 12. Mayor Dietz stated the local comps will bring averages down unless we specifically provide statistical information to support it. Mr. Stremcha sought to clarify the inclusion of the local comps if the statistical information is not of value. Councilmember Westgaard stated the rates would be used to establish our rate, not for setting averages, and they would be a market comparison for different reasons. Mr. Portner asked if there would be any consideration that some of the other comps are subsidized by their city general fund. Councilmember Westgaard stated yes, noting other factors need to be considered as well, such as user groups in other communities who give annual contributions from pull tab proceeds.

There was a Council consensus on setting three rates for prime, non-prime, and school. The Council stopped short of providing direction on the amount because they would like to discuss the role of the Multipurpose Facility Advisory Commission.

Mr. Stremcha suggested at minimum setting a framework to guide the Commission.

Councilmember Wagner suggested a joint work session meeting for July 15, so everyone understands the role of the Commission.

Turf Rates

Mr. Stremcha reviewed turf rates in his presentation. He noted there were about 24 different rates based on the user groups.

Councilmember Westgaard stated he was surprised by the high rate for prime hours in other communities.

It was noted this would be a substantial increase and a hard sell to users.

Councilmember Beyer noted there are some less positive things about our facility versus the other facilities, such as the low roof.

The Council would like time to digest the information.

Room Rates

Mr. Stremcha reviewed room rates.

The Council noted the current rate is lower than the comps, but it would be difficult to raise them when capacity is not being met.

Mr. Stremcha suggested reviewing affordable add-on amenities with higher revenue potential to market the rooms more effectively.

Councilmember Wagner suggested keeping the rates the same until there is more demand for room rental. She stated the rooms are a loss-leader to get people into the facility and hopefully gain other potential revenue with the add-on amenities.

Councilmember Westgaard asked if the comps should include the private sector. Councilmember Wagner agreed, noting there should be local comps.

Councilmember Grupa suggested trying to draw a different demographic by decorating the rooms to make them more inviting.

The Council consensus was to keep one rate for all groups (resident/non-resident) which should be set at the current resident rate.

Councilmember Wagner asked for more information on the maximum revenue that could be collected if all the rooms were rented out.

Councilmember Westgaard asked if we were making a profit and how much, calculating the costs of having four extra full-time staff and considering all the other costs.

Mr. Stremcha stated that based on our current concessions operations we are, but he noted there is room for expanding the service capacity with our current tools for more revenue.

Councilmember Wagner would like a more detailed breakdown of line items in the budget by categories.

12. MOTION TO ADJOURN

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to adjourn the meeting of City Council. Motion 5-0.

The meeting adjourned at 8:58 PM

Minutes prepared by Tina Allard.

John J. Dietz, Mayor

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.3

Meeting Date
July 15, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the check register for the period ending July 15, 2024.

Background/Discussion

Shown below is a listing of the disbursements for the various funds for the period ending July 15, 2024. The details of these disbursements are attached to this request for action.

General	\$ 179,818.27
Special Revenue, Debt Service & Capital	184,608.71
Projects	
Enterprise	409,372.95
Escrows	-
Total for All Funds	\$ 773,799.93

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments

- I. 4.2 at I Check Register

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

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A T & T MOBILITY	WIRELESS SVCS	GENERAL FUND	City Council	37.98
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Administrative Service	110.23
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Information Technology	149.22
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Building Maintenance	127.65
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Police Administration	2,778.51
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Fire Administration	631.35
	FIRSTNET WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	<u>44.71</u>
	TOTAL:			3,925.59
ACME TOOLS	SUPPLIES	GENERAL FUND	Equipment Services	<u>566.63</u>
	TOTAL:			566.63
ADVANCE AUTO PARTS	PARTS	GENERAL FUND	Building Safety	129.99
	PARTS	GENERAL FUND	Equipment Services	<u>299.98</u>
	TOTAL:			429.97
ADVANCED FIRST AID INC	SAVESTATION & BATTERY-PT C PARK IMPROVEMENT F Parks			<u>5,887.00</u>
	TOTAL:			5,887.00
AID ELECTRIC CORPORATION	ELECTRICAL SVCS	GENERAL FUND	Building Maintenance	856.00
	ELECTRICAL SVCS	GOVT BUILDINGS	Recreation	<u>2,583.96</u>
	TOTAL:			3,439.96
AIRGAS USA LLC	OXYGEN	GENERAL FUND	Patrol	<u>54.88</u>
	TOTAL:			54.88
AMAZON CAPITAL SERVICES	SUPPLIES	GENERAL FUND	Communications	0.81
	SUPPLIES	GENERAL FUND	Administrative Service	3.26
	SUPPLIES	GENERAL FUND	Human Resources	0.81
	SUPPLIES	GENERAL FUND	Finance	0.81
	SUPPLIES CREDIT	GENERAL FUND	Information Technology	19.99-
	SUPPLIES	GENERAL FUND	Community Development	1.47
	SUPPLIES	GENERAL FUND	Planning	1.63
	SUPPLIES	GENERAL FUND	Patrol	22.99
	SUPPLIES	GENERAL FUND	Investigations	220.24
	SUPPLIES	GENERAL FUND	Police Support Service	544.95
	SUPPLIES	GENERAL FUND	Fire Administration	377.99
	SUPPLIES	GENERAL FUND	Fire Operations	129.99
	SUPPLIES	GENERAL FUND	Building Safety	1.47
	SUPPLIES	GENERAL FUND	Environmental	1.47
	SUPPLIES	GENERAL FUND	Street Maintenance	14.88
	SUPPLIES	GENERAL FUND	Street Maintenance	22.01
	SUPPLIES	GENERAL FUND	Engineering	1.63
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	1.95
	SUPPLIES	GENERAL FUND	Recreation Programs	22.66
	SUPPLIES	GENERAL FUND	Recreation Programs	120.24
	SUPPLIES	GENERAL FUND	Farmers Market	30.69
	SUPPLIES	GENERAL FUND	Economic Development	0.98
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	8.99
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	27.45
	SUPPLIES	LIQUOR	Northbound-Operations	97.00
	SUPPLIES	LIQUOR	Northbound-Operations	124.61
	SUPPLIES	LIQUOR	Westbound-Operations	<u>124.61</u>
	TOTAL:			1,885.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
THE AMERICAN BOTTLING CO	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>322.80</u>
			TOTAL:	322.80
NATALIE ANDERSON	REIMB MILEAGE CONF 5/2	GENERAL FUND	Sr Citizen Programs	<u>103.18</u>
			TOTAL:	103.18
ARTISAN BEER COMPANY	BEER	LIQUOR	Northbound-Cost of Sal	338.45
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	405.95
	BEER	LIQUOR	Westbound-Cost of Sale	93.90
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	<u>491.25</u>
			TOTAL:	1,329.55
ARVIG	PHONE SVCS-WW	WASTEWATER TREATME	WWTS Administration	<u>100.44</u>
			TOTAL:	100.44
ASPEN MILLS	UNIFORMS-HELDT	GENERAL FUND	Patrol	519.73
	UNIFORMS-CHRISTIE	GENERAL FUND	Patrol	59.95
	UNIFORMS-CHRISTIE	GENERAL FUND	Patrol	159.99
	UNIFORMS-ALBERT	GENERAL FUND	Investigations	147.80
	UNIFORMS-WOOD	GENERAL FUND	Police Support Service	<u>124.60</u>
			TOTAL:	1,012.07
AUTOZONE	PARTS	GENERAL FUND	Fire Operations	<u>22.28</u>
			TOTAL:	22.28
B & D PLBG, HTG & AIR COND.	TEST RPZ VALVE-NORTHBOUND	LIQUOR	Northbound-Operations	200.00
	TEST RPZ VALVE-WESTBOUND	LIQUOR	Westbound-Operations	<u>200.00</u>
			TOTAL:	400.00
BEAUDRY OIL CO	UNLEADED FUEL	GENERAL FUND	Street Maintenance	<u>18,879.29</u>
			TOTAL:	18,879.29
BECKER POLICE DEPT	ENF GRANT TZD - JAN/MAR	GENERAL FUND	Patrol	<u>1,053.00</u>
			TOTAL:	1,053.00
BELLBOY CORPORATION	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,337.83
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>41.25</u>
			TOTAL:	2,379.08
BERNICK'S	POP/MISC	LIQUOR	Northbound-Cost of Sal	132.70
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	51.00
	BEER	LIQUOR	Northbound-Cost of Sal	4,826.20
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	14.00-
	BEER	LIQUOR	Northbound-Cost of Sal	3,206.80
	POP/MISC	LIQUOR	Westbound-Cost of Sale	169.58
	BEER	LIQUOR	Westbound-Cost of Sale	3,232.35
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	73.00-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	138.70
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	128.00
	BEER	LIQUOR	Westbound-Cost of Sale	<u>765.50</u>
			TOTAL:	12,563.83
BERRY COFFEE COMPANY	SUPPLIES	GENERAL FUND	Public safety building	274.90
	SUPPLIES	GENERAL FUND	Street Maintenance	64.33
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>126.81</u>
			TOTAL:	466.04

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BIG LAKE POLICE DEPT	ENF GRANT TZD - JAN/MAR	GENERAL FUND	Patrol	<u>1,176.80</u>
			TOTAL:	1,176.80
BLACKHAWK PEST CONTROL, LLC	PEST CONTROL-CITY HALL	GENERAL FUND	Building Maintenance	125.00
	PEST CONTROL-PBL SAFETY	GENERAL FUND	Public safety building	130.00
	PEST CONTROL-FS 1	GENERAL FUND	Fire Administration	52.50
	PEST CONTROL-LIBRARY	LIBRARY	Library	<u>82.50</u>
			TOTAL:	390.00
BREAKTHRU BEVERAGE MINNESOTA	LIQUOR	LIQUOR	Northbound-Cost of Sal	8,514.21
	WINE	LIQUOR	Northbound-Cost of Sal	512.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	70.07
	LIQUOR	LIQUOR	Westbound-Cost of Sale	3,466.16
	POP/MISC CREDIT	LIQUOR	Westbound-Cost of Sale	<u>19.98-</u>
			TOTAL:	12,542.46
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	30.40-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	15.00-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	30.47-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	11.25-
	BEER	LIQUOR	Northbound-Cost of Sal	9,694.55
	LIQUOR/WINE	LIQUOR	Northbound-Cost of Sal	225.60
	LIQUOR/WINE	LIQUOR	Northbound-Cost of Sal	280.80
	LIQUOR	LIQUOR	Northbound-Cost of Sal	540.00
	LIQUOR/BEER	LIQUOR	Northbound-Cost of Sal	953.90
	LIQUOR/BEER	LIQUOR	Northbound-Cost of Sal	407.25
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	138.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	531.00
	BEER	LIQUOR	Northbound-Cost of Sal	12,613.05
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,586.00
	BEER	LIQUOR	Northbound-Cost of Sal	6,453.15
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	30.45-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	25.00-
	BEER/POP/MISC	LIQUOR	Northbound-Cost of Sal	1,790.90
	BEER/POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>51.60</u>
			TOTAL:	35,123.23
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	189.75-
	BEER	LIQUOR	Westbound-Cost of Sale	12,753.15
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	615.00-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	280.80
	LIQUOR	LIQUOR	Westbound-Cost of Sale	732.00
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	12,234.05
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>50.10</u>
			TOTAL:	25,245.35
CELEBRITE, INC	UFED SUBSCRIPTION	GENERAL FUND	Investigations	<u>6,900.00</u>
			TOTAL:	6,900.00
CENTERPOINT ENERGY	NATURAL GAS	GENERAL FUND	Building Maintenance	967.30
	NATURAL GAS	GENERAL FUND	Public safety building	291.01
	NATURAL GAS	GENERAL FUND	Fire Administration	177.75
	NATURAL GAS	MULTIPURPOSE FACIL	Multipurpose Facility	4,645.67
	NATURAL GAS	WASTEWATER TREATME	WWTS Plant	124.10
	NATURAL GAS	LIQUOR	Northbound-Operations	135.31
	NATURAL GAS	LIQUOR	Westbound-Operations	53.34

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>6,394.48</u>
CHARTER COMMUNICATIONS	PHONE LINE CHGS	GENERAL FUND	Building Maintenance	29.99
	PHONE LINE CHGS	GENERAL FUND	Public safety building	59.98
	PHONE LINE CHGS	GENERAL FUND	Parks Dept	29.99
	PHONE LINE CHGS	GENERAL FUND	Parks Dept	<u>29.99</u>
			TOTAL:	149.95
CHARTER COMMUNICATIONS	PHONE LINE CHGS & INTERNET	GENERAL FUND	Information Technology	186.13
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Building Maintenance	39.99
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Police Administration	43.85
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Public safety building	39.99
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Fire Administration	<u>338.52</u>
			TOTAL:	648.48
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	134.23
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	123.20
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	51.50
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	46.18
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	<u>54.97</u>
			TOTAL:	410.08
CIVICPLUS, LLC	ANNUAL MAINT, FEE & AUDIOE	GENERAL FUND	Parks & Rec Admin	4,669.08
	ANNUAL MAINT, FEE & AUDIOE	MULTIPURPOSE FACIL	Multipurpose Facility	<u>4,669.09</u>
			TOTAL:	9,338.17
COLLINS BROTHERS TOWING	TOWING SVCS-TORO LAWN MOWE	GENERAL FUND	Parks Dept	<u>125.00</u>
			TOTAL:	125.00
COMLINK SOLUTIONS LLC	PHONE LINE - RIVERS EDGE	GENERAL FUND	Parks & Rec Admin	<u>6,209.47</u>
			TOTAL:	6,209.47
COMPUTER INTEGRATION TECHNOLOGIES INC	SUPPLIES	TECHNOLOGY REPLACE	Information Technology	<u>1,711.52</u>
			TOTAL:	1,711.52
CONTINENTAL RESEARCH CORP	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>222.00</u>
			TOTAL:	222.00
JOSEPH R COOK	FARMERS MKT ENTERTAINMENT	GENERAL FUND	Farmers Market	<u>175.00</u>
			TOTAL:	175.00
CROW RIVER FARM EQUIPMENT CO	SUPPLIES	GENERAL FUND	Street Maintenance	<u>115.75</u>
			TOTAL:	115.75
CUB FOODS	SUPPLIES	GENERAL FUND	Police Administration	18.47
	SUPPLIES	LIQUOR	Northbound-Operations	<u>44.95</u>
			TOTAL:	63.42
CULLIGAN	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	40.15
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>233.50</u>
			TOTAL:	273.65
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Parks Dept	1,173.96
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	78.29
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>163.65</u>
			TOTAL:	1,415.90

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DAHLHEIMER BEVERAGE, LLC	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	7.90-
	BEER	LIQUOR	Northbound-Cost of Sal	15,246.42
	BEER	LIQUOR	Northbound-Cost of Sal	19,667.30
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	400.00
	BEER	LIQUOR	Northbound-Cost of Sal	7,984.02
	BEER	LIQUOR	Northbound-Cost of Sal	104.40
	BEER	LIQUOR	Northbound-Cost of Sal	<u>10,020.13</u>
			TOTAL:	53,414.37
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Westbound-Cost of Sale	12,898.30
	LIQUOR	LIQUOR	Westbound-Cost of Sale	162.00
	POP/MISC	LIQUOR	Westbound-Cost of Sale	85.00
	LIQUOR/BEER	LIQUOR	Westbound-Cost of Sale	13,331.55
	LIQUOR/BEER	LIQUOR	Westbound-Cost of Sale	235.00
	BEER	LIQUOR	Westbound-Cost of Sale	3,418.00
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	320.00
	BEER	LIQUOR	Westbound-Cost of Sale	52.40
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>9.83-</u>
			TOTAL:	30,492.42
DELL MARKETING, L P	POWER CORD-FINANCE 2 LAPTO	TECHNOLOGY REPLACE	Information Technology	38.74
	COMPUTER-MWOOD24	TECHNOLOGY REPLACE	Information Technology	1,428.96
	COMPUTERS-PD	TECHNOLOGY REPLACE	Information Technology	<u>2,857.92</u>
			TOTAL:	4,325.62
DIAMOND VOGEL	TRAFFIC MARKING PAINT	GENERAL FUND	Street Maintenance	<u>165.00</u>
			TOTAL:	165.00
STEVE DITTBENNER	CPR TRAINING	GENERAL FUND	Sr Citizen Programs	<u>550.00</u>
			TOTAL:	550.00
DORSEY & WHITNEY LLP	LEGAL SVCS	WASTEWATER TREATME	WWTS Administration	<u>225.00</u>
			TOTAL:	225.00
MM DRIVER & VEHICLE SERVICES	LICENSE PLATES-MARKED SQUA	GENERAL FUND	Police Administration	<u>96.00</u>
			TOTAL:	96.00
E C M PUBLISHERS INC	EMPLOYMENT ADV-ACCOUNTANT	GENERAL FUND	Finance	55.40
	NOTICE OF PH, DODGE VARIAN	GENERAL FUND	Planning	120.40
	NOTICE OF PH, CITY ZONE CH	GENERAL FUND	Planning	103.20
	NOTICE OF PH, BRIGGS SIMPL	GENERAL FUND	Planning	86.00
	POSTCARDS- FIRE RECRUITMEN	GENERAL FUND	Fire Administration	2,070.00
	RIVERFRONT CONCERT ADV	GENERAL FUND	Parks & Rec Admin	310.00
	BUSINESS CARDS - J SHELBY	GENERAL FUND	Parks & Rec Admin	37.00
	EMPLOYMENT ADV-FAC WKR/ICE	MULTIPURPOSE FACIL	Multipurpose Facility	<u>58.40</u>
			TOTAL:	2,840.40
ELK RIVER MUNICIPAL UTILITIES	WATER/ELECTRIC	GENERAL FUND	Public safety building	64.29
	WATER/ELECTRIC	GENERAL FUND	Fire Administration	1,760.78
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	172.18
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	166.79
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	717.15
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	8,811.99
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	32.29
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	674.78
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	1,514.41

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WATER/ELECTRIC	LIQUOR	Northbound-Operations	<u>2,970.87</u>
			TOTAL:	16,885.53
ELK RIVER TRACK CLUB	TRACK & FIELD CAMP	GENERAL FUND	Recreation Programs	<u>1,820.00</u>
			TOTAL:	1,820.00
ELK RIVER WINLECTRIC	LIGHTS-NB	LIQUOR	Northbound-Operations	<u>698.67</u>
			TOTAL:	698.67
CATHERINE ENGLISH	FARMERS MKT ENTERAINMENT	GENERAL FUND	Farmers Market	<u>175.00</u>
			TOTAL:	175.00
LAURA ESTBY	REIMB SUPPLIES FOR P&R CLI MULTIPURPOSE FACIL		Arena concessions	<u>44.67</u>
			TOTAL:	44.67
FACTORY MOTOR PARTS CO	PARTS	GENERAL FUND	Fire Operations	<u>146.48</u>
			TOTAL:	146.48
KIRI A FAUL	EMPLOYMENT EVALUATIONS	GENERAL FUND	Recreation Programs	1,050.00
	EMPLOYMENT EVALUATIONS	GENERAL FUND	Recreation Programs	1,050.00
	EMPLOYMENT EVALUATIONS	GENERAL FUND	Recreation Programs	<u>1,050.00</u>
			TOTAL:	3,150.00
FINNLYTECH INC	SCHEDULING SOFTWARE-FTCTR	MULTIPURPOSE FACIL	Multipurpose Facility	<u>3,148.00</u>
			TOTAL:	3,148.00
FLEXIBLE PIPE TOOL CO	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>3,260.15</u>
			TOTAL:	3,260.15
FORESTEDGE WINERY	WINE	LIQUOR	Northbound-Cost of Sal	<u>828.00</u>
			TOTAL:	828.00
JAMES RODRIGUEZ	RIVERFRONT CONCERT 7/25/24	GENERAL FUND	Recreation Programs	<u>3,600.00</u>
			TOTAL:	3,600.00
GATR TRUCK CENTER	PARTS	GENERAL FUND	Equipment Services	<u>36.22</u>
			TOTAL:	36.22
GEARED UP APPAREL	JERSEYS-BREAKAWAY	MULTIPURPOSE FACIL	Hockey	<u>4,466.98</u>
			TOTAL:	4,466.98
GESTALT ENGINEERING LLC	LANDFILL ASSIST - JUN	LANDFILL	General	<u>910.00</u>
			TOTAL:	910.00
GILLETTE SIGNWORKS LLC	COUNCIL NAME PLATES	GENERAL FUND	City Council	<u>75.00</u>
			TOTAL:	75.00
GOODIN COMPANY	SUPPLIES	GENERAL FUND	Parks Dept	<u>770.49</u>
			TOTAL:	770.49
GOPHER STATE ONE-CALL INC	LOCATION CALLS	WASTEWATER TREATME	WWTS Plant	<u>445.50</u>
			TOTAL:	445.50
GRAINGER	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	160.96
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	3.15
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	14.48

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	178.59
GRANITE CITY JOBBING CO	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,083.90
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,428.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Operations	91.83
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Operations	99.41
	THC PRODUCTS CREDIT	LIQUOR	Westbound-Cost of Sale	70.00-
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	714.05
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC	LIQUOR	Westbound-Cost of Sale	304.22
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	948.67
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Operations	187.20
			TOTAL:	4,807.28
GRIMCO, INC	SIGN SUPPLIES	GENERAL FUND	Communications	112.00
			TOTAL:	112.00
HAWKINS & BAUMGARTNER, P.A.	JUN PROSECUTION SVCS	GENERAL FUND	Legal	18,433.08
			TOTAL:	18,433.08
HEARTLAND TIRE, INC.	TIRES #375	GENERAL FUND	Street Maintenance	642.56
	TIRES #12 UTILITIES	GENERAL FUND	Equipment Services	692.00
			TOTAL:	1,334.56
KEVIN J HELDT	REIMB PDI K9 CERTIFICATION	GENERAL FUND	Patrol	150.00
			TOTAL:	150.00
HUBBARD ELECTRIC	ELECTRICAL SVCS-WALKING PA	GENERAL FUND	Parks Dept	250.00
	ELECTRICAL SVCS-ORONO PAVI	GENERAL FUND	Parks Dept	173.32
	ELECTRICAL SVCS-SPLASH PAD	GENERAL FUND	Parks Dept	218.75
			TOTAL:	642.07
HUMERATECH	HVAC REPAIRS	GENERAL FUND	Public safety building	659.00
			TOTAL:	659.00
IDEAL SERVICE, INC	REPLACE FANS IN CABINET	WASTEWATER TREATME	WWTS Plant	1,769.00
			TOTAL:	1,769.00
INTERSTATE POWER SYSTEMS INC	GENERATOR INSP-CITY HALL	GENERAL FUND	Building Maintenance	489.00
	GENERATOR INSP-PUB SAFETY	GENERAL FUND	Public safety building	489.00
	GENERATOR REPAIRS	GENERAL FUND	Public safety building	1,007.58
	GENERATOR INSP-FS 1	GENERAL FUND	Fire Administration	489.00
	GENERATOR INSP-FS 3	GENERAL FUND	Fire Administration	489.00
			TOTAL:	2,963.58
STUART C. IRBY CO.	SUPPLIES	WASTEWATER TREATME	WWTS Plant	654.65
			TOTAL:	654.65
JOHNSON BROS LIQUOR	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,358.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	86.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	504.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	8.60
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,972.60

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	108.81
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,711.20
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	45.58
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	191.95
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.44
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	6,758.04
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	66.22
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	88.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,333.65
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	38.13
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,294.95
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	39.56
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,283.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>17.20</u>
			TOTAL:	25,911.15
JOHNSON CONTROLS, INC.	SERVICE AGREEMENT-CHILLER	GENERAL FUND	Building Maintenance	<u>1,708.00</u>
			TOTAL:	1,708.00
JOHNSON CONTROLS FIRE PROTECTION LP	FIRE ALARM MONITORING-FTCT	MULTIPURPOSE FACIL	Multipurpose Facility	<u>780.00</u>
			TOTAL:	780.00
ASCEND LEARNING HOLDINGS LLC	TRAINING	GENERAL FUND	Fire Operations	<u>877.73</u>
			TOTAL:	877.73
JUNKYARD BREWING COMPANY LLC	BEER	LIQUOR	Westbound-Cost of Sale	<u>152.00</u>
			TOTAL:	152.00
KRISTEN KELLY	ELK RIVERFEST ENTERTAINMEN	GENERAL FUND	City Council	<u>3,150.00</u>
			TOTAL:	3,150.00
KRISS PREMIUM PRODUCTS, INC	WATER TREATMENT CHEMICALS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>268.00</u>
			TOTAL:	268.00
KELLY LANNERS	ELK RIVERFEST VENDOR REFUN	GENERAL FUND	General Fund	<u>60.00</u>
			TOTAL:	60.00
LANO EQUIPMENT INC	PARTS	GENERAL FUND	Equipment Services	<u>297.17</u>
			TOTAL:	297.17
LEAGUE OF MN CITIES INS TRUST	INSURANCE ALLOCATION	GENERAL FUND	Street Maintenance	61.00
	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	<u>1,727.43</u>
			TOTAL:	1,788.43
LENNAR CORPORATION	PERMIT REFUND #RB24-000254	GENERAL FUND	General Fund	5.00
	PERMIT REFUND #RB24-000254	GENERAL FUND	General Fund	175.00
	PERMIT REFUND #RB24-000254	GENERAL FUND	General Fund	2,169.75
	PERMIT REFUND #RB24-000254	GENERAL FUND	General Fund	542.44
	PERMIT REFUND #RB24-000254	WASTEWATER TREATME	Wastewater Treatment	<u>5,942.00</u>
			TOTAL:	8,834.19
JOE LIBOR	REIMB TUITION	GENERAL FUND	Fire Administration	<u>1,228.50</u>
			TOTAL:	1,228.50
LAWRENCE K OBER	ELK RIVERFEST ENTERTAINMEN	GENERAL FUND	City Council	1,500.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	<u>1,500.00</u>
LUBE-TECH & PARTNERS, LLC.	BULK OIL/TRACTOR FLUID	GENERAL FUND	Equipment Services	<u>1,976.65</u>
			TOTAL:	<u>1,976.65</u>
M R P A	EMPLOYMENT ADV-PK MAINT WK	GENERAL FUND	Parks Dept	<u>175.00</u>
			TOTAL:	<u>175.00</u>
M T I DISTRIBUTING INC	PARTS	GENERAL FUND	Equipment Services	25.59
	PARTS	GENERAL FUND	Parks Dept	404.37
	PARTS	GENERAL FUND	Parks Dept	63.53
	PARTS	GENERAL FUND	Parks Dept	203.44
	PARTS	GENERAL FUND	Parks Dept	62.65
	PARTS	GENERAL FUND	Parks Dept	<u>244.85</u>
			TOTAL:	<u>1,004.43</u>
M-R SIGN CO., INC	SIGN SUPPLIES	GENERAL FUND	Street Maintenance	<u>1,267.40</u>
			TOTAL:	<u>1,267.40</u>
MACQUEEN EQUIPMENT LLC	PARTS	GENERAL FUND	Fire Operations	<u>163.77</u>
			TOTAL:	<u>163.77</u>
MARCO HOLDINGS LLC	MICROSOFT SUBSCRIPTION	GENERAL FUND	Information Technology	4,535.50
	CAMERA REPAIRS	GENERAL FUND	Information Technology	1,400.00
	CISCO DUO ADV SUBSRICPTION	GENERAL FUND	Information Technology	<u>1,800.00</u>
			TOTAL:	<u>7,735.50</u>
MARCO INC	COPIER LEASE/MAINT	GENERAL FUND	Information Technology	3,057.67
	COPIER LEASE/MAINT	MULTIPURPOSE FACIL	Multipurpose Facility	491.79
	COPIER LEASE/MAINT	WASTEWATER TREATME	WWTS Administration	381.09
	COPIER LEASE/MAINT	LIQUOR	Northbound-Operations	158.85
	COPIER LEASE/MAINT	LIQUOR	Westbound-Operations	<u>158.85</u>
			TOTAL:	<u>4,248.25</u>
MARTIES INC	SUPPLIES	GENERAL FUND	Parks Dept	<u>212.24</u>
			TOTAL:	<u>212.24</u>
MARTIN MARIETTA MATERIALS	SUPPLIES	GENERAL FUND	Street Maintenance	300.00
	SUPPLIES	GENERAL FUND	Street Maintenance	<u>300.00</u>
			TOTAL:	<u>600.00</u>
MEDICINE LAKE TOURS	TRANSPORTATION SVCS 7/17/2	GENERAL FUND	Sr Citizen Programs	<u>1,672.00</u>
			TOTAL:	<u>1,672.00</u>
MGMT OF AMERICA CONSULTING LLC	POLICE CHIEF RECRUITING	GENERAL FUND	Police Administration	<u>8,600.00</u>
			TOTAL:	<u>8,600.00</u>
MIDWAY FORD	PARTS	GENERAL FUND	Patrol	<u>100.54</u>
			TOTAL:	<u>100.54</u>
MMN CHIEFS OF POLICE ASSN	PERMITS TO ACQUIRE-200	GENERAL FUND	Police Administration	<u>137.00</u>
			TOTAL:	<u>137.00</u>
MMN DEPT OF LABOR & INDUSTRY	BP SURCHARGE - JUN	GENERAL FUND	General Fund	25.30
	PRESSURE VESSEL-FIRE ST 1	GENERAL FUND	Fire Administration	<u>10.00</u>
			TOTAL:	<u>35.30</u>

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MONTICELLO COMMUNITY EDUCATION	SHELTER REFUND	GENERAL FUND	General Fund	<u>105.00</u>
			TOTAL:	105.00
MR CUTTING EDGE	ICE SCRAPER BLADE SHARPEN	MULTIPURPOSE FACIL	Multipurpose Facility	<u>93.00</u>
			TOTAL:	93.00
N C S I	BACKGROUND CHECKS	GENERAL FUND	Recreation Programs	37.00
	BACKGROUND CHECKS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>37.00</u>
			TOTAL:	74.00
NORTH STAR FENCE INC	GATES-PT COMPLEX	GENERAL FUND	Parks Dept	<u>2,680.00</u>
			TOTAL:	2,680.00
NORTHWEST METRO ROBOTICS	ELK RIVERFEST 7/27/24	GENERAL FUND	City Council	<u>275.00</u>
			TOTAL:	275.00
NUTRIEN AG SOLUTIONS	HERBICIDE	GENERAL FUND	Parks Dept	<u>375.90</u>
			TOTAL:	375.90
OCCUPATIONAL HEALTH CENTERS	AUDIOGRAM TESTING	GENERAL FUND	Fire Operations	68.00
	AUDIOGRAM TESTING	GENERAL FUND	Building Safety	<u>68.00</u>
			TOTAL:	136.00
OMANN BROS INC	AC FINES MIX	GENERAL FUND	Street Maintenance	405.00
	AC FINES MIX	GENERAL FUND	Street Maintenance	540.90
	AC FINES MIX	GENERAL FUND	Street Maintenance	450.90
	AC FINES MIX	GENERAL FUND	Street Maintenance	<u>543.60</u>
			TOTAL:	1,940.40
O'REILLY AUTOMOTIVE, INC	PARTS/SUPPLIES	GENERAL FUND	Building Maintenance	76.73
	PARTS/SUPPLIES	GENERAL FUND	Patrol	427.06
	PARTS/SUPPLIES	GENERAL FUND	Fire Operations	160.52
	PARTS/SUPPLIES	GENERAL FUND	Building Safety	4.41
	PARTS/SUPPLIES	GENERAL FUND	Street Maintenance	303.05
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	180.50
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	34.13
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	95.00-
	PARTS/SUPPLIES	GENERAL FUND	Parks Dept	384.58
	PARTS/SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	38.51
	PARTS/SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>33.21</u>
			TOTAL:	1,547.70
OXYGEN SERVICE CO, INC	CYLINDER RENTAL	GENERAL FUND	Equipment Services	<u>163.31</u>
			TOTAL:	163.31
PATCH MY PC LLC	ENTERPRISE PLUS SUBSCRIPTI	GENERAL FUND	Information Technology	<u>2,249.10</u>
			TOTAL:	2,249.10
PAUSTIS WINE COMPANY	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,775.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	69.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,241.17
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>34.50</u>
			TOTAL:	7,119.67
PERFECTION PLUS, INC.	CLEANING SVCS - TROTT BROO	GENERAL FUND	Parks & Rec Admin	60.00
	CLEANING SVCS - JUL	LIBRARY	Library	2,490.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	2,550.00
BRIAN PETERSON	FARMERS MKT ENT 06/27/24	GENERAL FUND	Farmers Market	150.00
			TOTAL:	150.00
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,062.27
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	91.17
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	736.40
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.08
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	52.75
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.44
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	49.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,640.16
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	34.40
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	112.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
			TOTAL:	7,809.71
PLAISTED COMPANIES INC	SUPPLIES-LJWP PLAYGROUND	PARK IMPROVEMENT F Parks		831.71
			TOTAL:	831.71
PRECISE MRM LLC	5MB FLAT DATA PLAN	GENERAL FUND	Snow Removal	475.00
			TOTAL:	475.00
PRO-TEC DESIGN, INC	ACCESS READER UPGRADES	FEDERAL COVID FUND	Information Technology	5,000.00
	ACCESS CONTROL ADDITIONS	MULTIPURPOSE FACIL	Multipurpose Facility	6,842.84
	ACCESS CNTRL ADDIT CHG ORD	MULTIPURPOSE FACIL	Multipurpose Facility	1,318.92
	GLASS BREAK SENSOR REPLACE	LIQUOR	Northbound-Operations	1,704.79
			TOTAL:	14,866.55
QUALITY FLOW SYSTEMS INC	STATION REPAIRS-TROTT BROO	WASTEWATER TREATME	Lift Stations	5,815.00
			TOTAL:	5,815.00
R & R SPECIALTIES OF WISC. INC	HORIZONTAL AUGER REPAIRS	MULTIPURPOSE FACIL	Multipurpose Facility	2,496.70
			TOTAL:	2,496.70
REACH SPORTS MARKETING GRP INC	PLAYER LICENSE RENEWAL	MULTIPURPOSE FACIL	Multipurpose Facility	350.00
			TOTAL:	350.00
RED BULL DISTRIBUTION COMPANY	RED BULL	LIQUOR	Northbound-Cost of Sal	252.92
			TOTAL:	252.92
REINDERS INC	SUPPLIES	GENERAL FUND	Parks Dept	1,470.00
			TOTAL:	1,470.00
REPUBLIC SERVICES #899	JUN COMM GARBAGE SVC	GENERAL FUND	Building Maintenance	137.55
	JUN COMM GARBAGE SVC	GENERAL FUND	Public safety building	137.55
	JUN COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	JUN COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	JUN COMM GARBAGE SVC	GENERAL FUND	Street Maintenance	1,089.81
	JUN COMM GARBAGE SVC	GENERAL FUND	Parks Dept	490.06
	GARBAGE SVC - RIVERS EDGE	GENERAL FUND	Parks Dept	395.61
	JUN COMM GARBAGE SVC	GENERAL FUND	Farmers Market	74.20
	JUN COMM GARBAGE SVC	LIBRARY	Library	64.47
	JUN COMM GARBAGE SVC	MULTIPURPOSE FACIL	Multipurpose Facility	472.86

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	JUN COMM GARBAGE SVC	LANDFILL	General	344.25
	JUN COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	148.66
	JUN COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	155.62
	JUN COMM GARBAGE SVC	LIQUOR	Northbound-Operations	89.06
	JUN COMM GARBAGE SVC	LIQUOR	Westbound-Operations	89.06
	RESIDENTIAL GARBAGE SVC	GARBAGE	Garbage	96,573.13
	JUN COMM GARBAGE SVC	GARBAGE	Organics	<u>691.00</u>
			TOTAL:	101,150.33
LAWRENCE B RIPP	ELK RIVERFEST ENT 7/27/24	GENERAL FUND	City Council	<u>295.00</u>
			TOTAL:	295.00
S R F CONSULTING GROUP INC	PROF SVCS - SS4A GRANT	CAPITAL OUTLAY RES	Emergency Management	13,033.63
	PROF SVCS - SS4A GRANT	CAPITAL OUTLAY RES	Emergency Management	<u>5,618.76</u>
			TOTAL:	18,652.39
SCHINDLER ELEVATOR CORP	3RD QTR SERVICE-CITY HALL	GENERAL FUND	Building Maintenance	613.29
	3RD QTR SERVICE-PBL SAFETY	GENERAL FUND	Public safety building	1,226.55
	3RD QTR SERVICE-NB	LIQUOR	Northbound-Operations	<u>559.59</u>
			TOTAL:	2,399.43
SCHMIDT CURB CO., INC	CONCRETE SIDEWALK PANEL	PAVEMENT MANAGEMEN	General Improvements	<u>1,000.00</u>
			TOTAL:	1,000.00
DAVID SCHULTE	ENTERTAINMENT ELK RIVERFES	GENERAL FUND	City Council	<u>360.00</u>
			TOTAL:	360.00
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	112.56
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	53.08
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	241.48
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	272.92
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	392.94
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	176.57
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	297.04
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	330.78
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	1,909.37
SHERBURNE CO SHERIFF'S OFFICE	ENF GRANT TZD - JAN/MAR	GENERAL FUND	Patrol	<u>4,283.18</u>
			TOTAL:	4,283.18
SNAP-ON INDUSTRIAL	ENGINES	GENERAL FUND	Equipment Services	1,757.39
	SOFTWARE UPDATE	GENERAL FUND	Equipment Services	<u>205.29</u>
			TOTAL:	1,962.68
SOUTHERN GLAZER'S WINE & SPIRITS-MN	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	14,519.21
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	167.65
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	420.85
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	675.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.25
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	585.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	216.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.84
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	4,677.58
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	57.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	897.12
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	14.08
	FREIGHT	LIQUOR	Westbound-Cost of Sale	5.12
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	675.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.28
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	292.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>1.28</u>
			TOTAL:	23,222.86
STEINBRECHER COMPANIES INC	YARD BOX-ILLEGAL DUMPING	CAPITAL OUTLAY RES	Recycling	745.88
	YARD BOX-LJWP PLAYGROUND	PARK IMPROVEMENT F	Parks	<u>1,972.20</u>
			TOTAL:	2,718.08
STEP SAVER INC	BULK SALT	GENERAL FUND	Public safety building	181.50
	BULK SALT	GENERAL FUND	Public safety building	<u>96.00</u>
			TOTAL:	277.50
STREICHER'S	SUPPLIES CREDIT	GENERAL FUND	Patrol	70.00-
	UNIFORMS CREDIT-A LIBOR	GENERAL FUND	Patrol	59.99-
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	129.98
	UNIFORMS-A LIBOR	GENERAL FUND	Patrol	4,008.41
	UNIFORMS-MAGNUSON	GENERAL FUND	Patrol	3,974.44
	UNIFORMS-A LIBOR	GENERAL FUND	Patrol	59.99
	UNIFORMS-BEBEAU	GENERAL FUND	Patrol	<u>151.08</u>
			TOTAL:	8,193.91
JENNIFER THYNG	ENTERTAINMENT 7/12/24	GENERAL FUND	Sr Citizen Programs	<u>150.00</u>
			TOTAL:	150.00
TIFCO INDUSTRIES INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>452.13</u>
			TOTAL:	452.13
TRANSPORT GRAPHICS	GRAPHICS #601	GENERAL FUND	Patrol	<u>2,406.45</u>
			TOTAL:	2,406.45
TRANSUNION RISK & ALTERNATIVE	ONLINE INVESTIGATIVE SVCS	GENERAL FUND	Investigations	<u>110.00</u>
			TOTAL:	110.00
U S POLICE CANINE ASSOC INC.	MEMBERSHIP RENEWAL-DECOYS	GENERAL FUND	Patrol	<u>50.00</u>
			TOTAL:	50.00
UTILITY CONSULTANTS, INC	SAMPLE TESTING	WASTEWATER TREATME	WWTS Plant	<u>1,958.28</u>
			TOTAL:	1,958.28
VERTEX UNMANNED SOLUTIONS LLC	PUB SAFETY AID - DRONE	CAPITAL OUTLAY RES	Emergency Management	<u>15,309.00</u>
			TOTAL:	15,309.00
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Westbound-Cost of Sale	510.15

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	510.15
VINOCOPIA	LIQUOR/POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	405.25
	LIQUOR/POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	120.00
	LIQUOR/POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>20.00</u>
			TOTAL:	545.25
WAL-MART COMMUNITY CARD	SUPPLIES	GENERAL FUND	Recreation Programs	37.00
	SUPPLIES	GENERAL FUND	Recreation Programs	7.64
	SUPPLIES	GENERAL FUND	Recreation Programs	175.22
	SUPPLIES	GENERAL FUND	Recreation Programs	28.20
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	153.74
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>161.65</u>
			TOTAL:	563.45
WASTE MANAGEMENT	BIO SOLIDS HAULING	WASTEWATER TREATME	WWTS Plant	18,389.44
	JUN GARBAGE TIPPING FEES	GARBAGE	Garbage	<u>15,223.91</u>
			TOTAL:	33,613.35
WINDSTREAM	PHONE LINE CHGS	GENERAL FUND	Fire Administration	129.85
	PHONE LINE CHGS	GENERAL FUND	Fire Operations	<u>51.35</u>
			TOTAL:	181.20
WSB & ASSOCIATES INC	2024 WCA SERVICES	GENERAL FUND	Environmental	<u>4,118.00</u>
			TOTAL:	4,118.00
YALE MECHANICAL LLC	SPRING MAINT - FS 1	GENERAL FUND	Fire Administration	267.00
	HVAC REPAIRS	GENERAL FUND	Fire Administration	<u>692.15</u>
			TOTAL:	959.15
ANDREW ZABEE	REIMB HS ACADEMY SUPPLIES	GENERAL FUND	Police Support Service	<u>43.99</u>
			TOTAL:	43.99
ZIEGLER INC	255 COMPACT TRACK LOADER	EQUIPMENT REPLACEM	Streets	<u>90,369.67</u>
			TOTAL:	90,369.67

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND	179,818.27		
211	LIBRARY	2,636.97		
219	FEDERAL COVID FUND	5,000.00		
221	MULTIPURPOSE FACILITY	30,601.11		
228	LANDFILL	1,254.25		
290	CAPITAL OUTLAY RESERVE	34,707.27		
291	INSURANCE RESERVE	1,727.43		
292	GOVT BUILDINGS	2,583.96		
401	PAVEMENT MANAGEMENT	1,000.00		
410	EQUIPMENT REPLACEMENT	90,369.67		
411	TECHNOLOGY REPLACEMENT	6,037.14		
440	PARK IMPROVEMENT FUND	8,690.91		
602	WASTEWATER TREATMENT SYS	42,841.25		
603	LIQUOR	254,043.66		
605	GARBAGE	112,488.04		

	GRAND TOTAL:	773,799.93		

TOTAL PAGES: 15



Request for Action

To
City Council

Item Number
4.4

Meeting Date
July 15, 2024

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

Item Description
Resolution 24-37: Great Northern Regional Trail
Legacy Grant

Reviewed by
Lori Stich
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-37 for support of the Grant for the Northern Trail Legacy Grant application.

Background/Discussion

The Parks and Recreation Commission discussed priorities to be included in the Great Northern Regional Trail grant application during their Work Session on June 12, 2024, and regular meeting on July 10, 2024. Sherburne County Parks Director Gina Hugo presented a list of amenities to be included in the project and the commission voted unanimously in support of this project.

The project scope for the grant application will include the following amenities in Elk River:

- A bike repair station is to be located near the south end of the trail near Meadowvale Elementary School.
- A bike repair station and bench with a concrete pad located in Woodland Trails Regional Park.
- A bench with concrete and a portable screen with a concrete pad for the porta potty located at CR 33 and Watson.
- A Great Northern Regional Trail trailhead sign with Hi-Viz ADA width limiter gates and a bench with a concrete pad located at the 221st Avenue parking lot.

Financial Impact

If awarded for the grant, \$31,973.33 will be budgeted through Park Improvement and Park Dedication Funds in 2027 based on the projects included in the grant application.

Mission/Policy/Goal

Opportunity to live, work, and play

Attachments

- I. Presentation to Commission

The Elk River Vision

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

2. Project Budget
3. Resolution

Great Northern Regional Trail

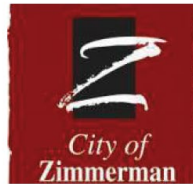
Partnership Overview & Legacy Grant Proposal



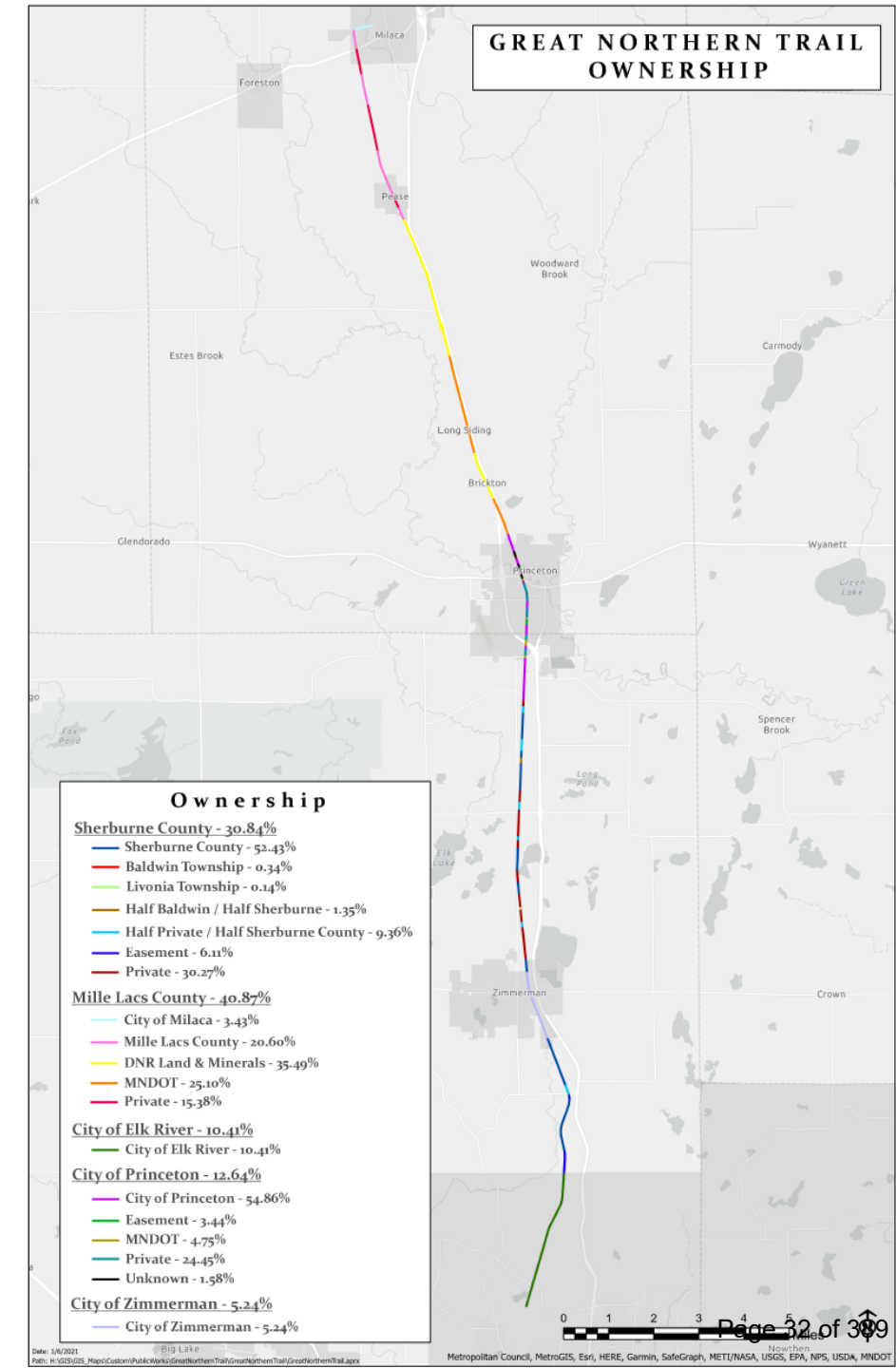
Great Northern Regional Trail Partnership



- Shared Amenity
- 5 Agencies
- Multiple Stakeholders



Partnership Committee Members



Great Northern Regional Trail Partnership MOU

- Established in 2020
 - Master Plan
 - Pursue Regional Designation
- Updated in 2023
 - Grant funding
 - Support implementation of Master Plan
 - Recommendations
 - Regulatory consistency
 - Maintenance standards
 - Guidelines for trail closures
 - Equitable cost participation
 - Easements/Fee title

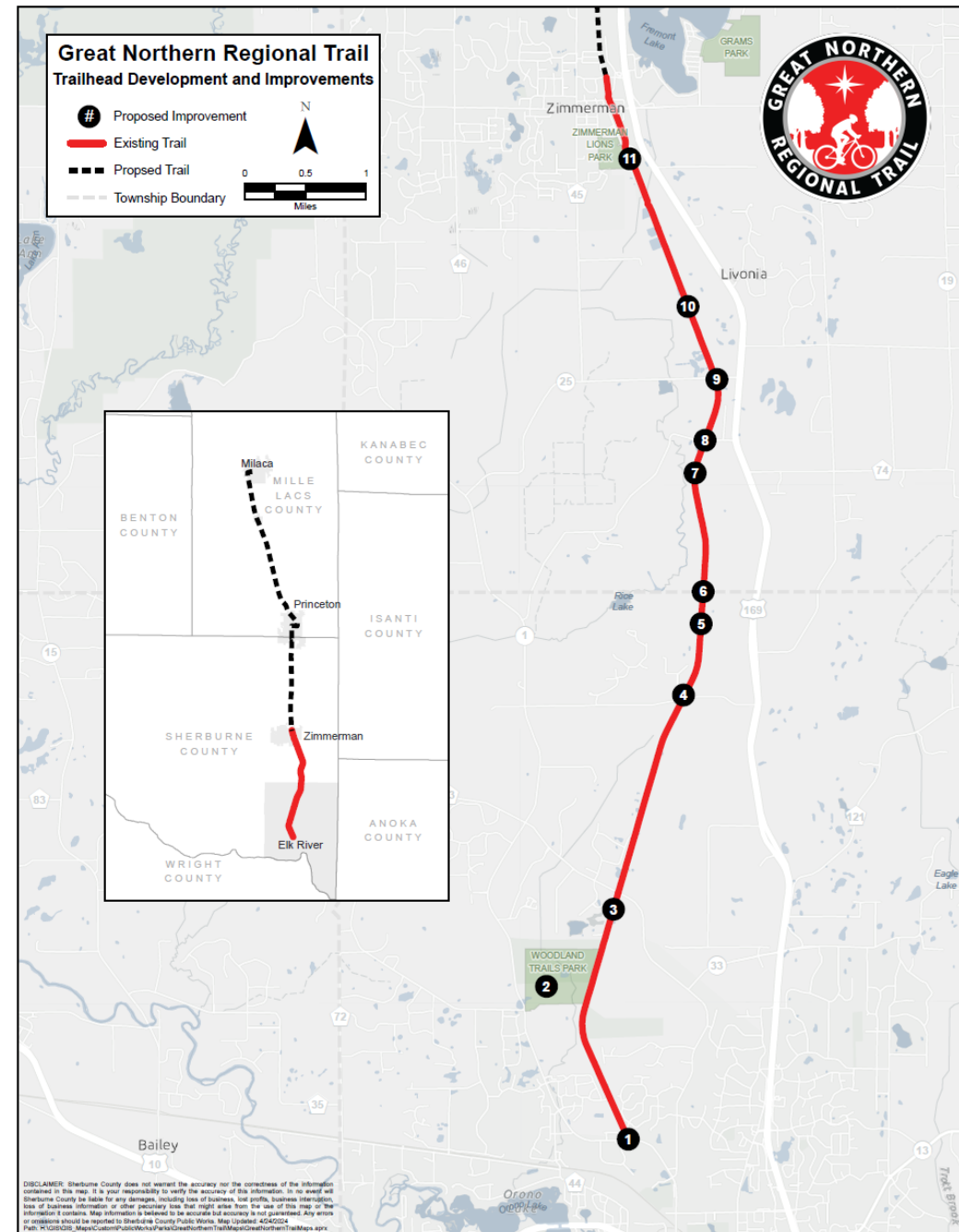


The Great Northern Trail Master Plan

CONTACT :
parks@co.sherburne.mn.us
763-765-3300
August 2022

2024 Legacy Grant Proposal

- **12 Features**
 - Refine Branding
 - Trailhead Features
 - Interpretive Opportunities
 - Trailside Amenities
- **2025-26 Design**
- **2027 Construction**



As provided via email from Joe Stremcha: The following are items to prioritize for the grant application and we can take action on at our next meeting on July 10:

** \$10,000 - 2 Bike repair stations – installed (one near woodlands parking lot and one near meadowvale school – suggest alternate location or hold on CSAH 1 and Meadowvale – add one at Meadowvale in future with trailhead development).

1 trail head sign as Watson \$35K – hold on CSAH 1 as a trailhead facility grant proposal for future.

~~** \$12,500 - Water fixture for refilling waterbottles, users, dogs near Meadowvale school. (wait on meadowvale location) Wait until trailhead facility. Keep in near b~~

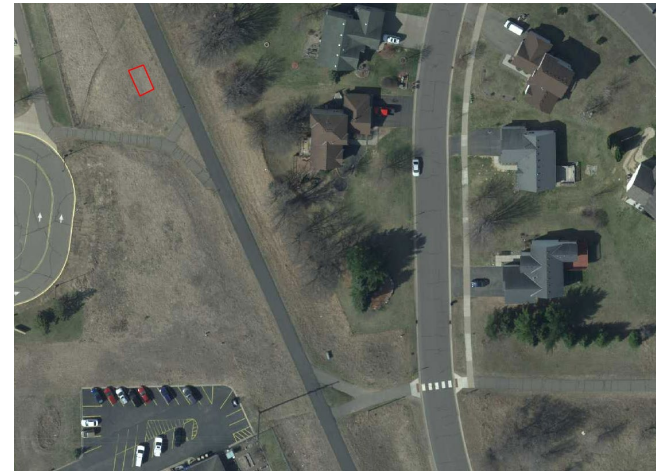
** \$104,500 - parking lot expansion near Meadowvale school – speak with Dave? Watson makes more sense. Parcel for sale by daycare. Suggest as a future grant request with Watson as a short-term parking lot. Wait – but include in RFP for the design of this project: public engagement to explore southern trailhead options, develop concept design and develop cost estimate for southern trail head.

Add Watson Parking – useful in short and long term.
If funding is available, alternative project:

** \$12,000 - 4 Park Benches woodlands along the GNRT within the park – within vicinity of where pave trails come out to the GNRT, Watson, 221st. Jeff will get locations to me this afternoon. With concrete pads. along the trail and placed in shaded areas – wait on benches.

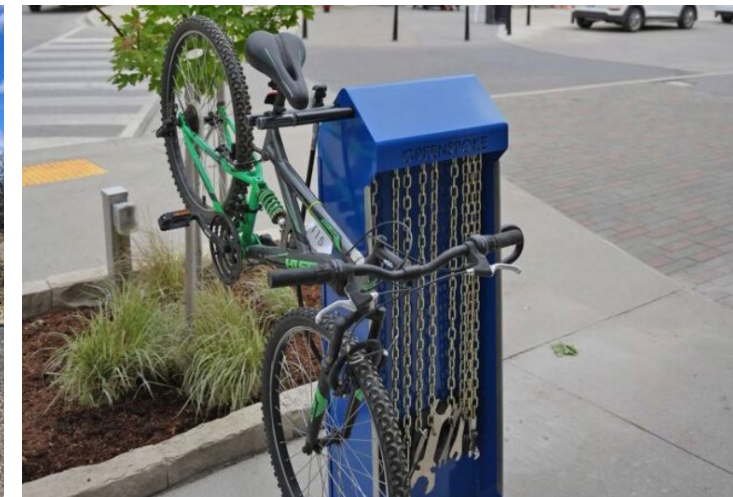


Feature 1 – South End Near Meadowvale School



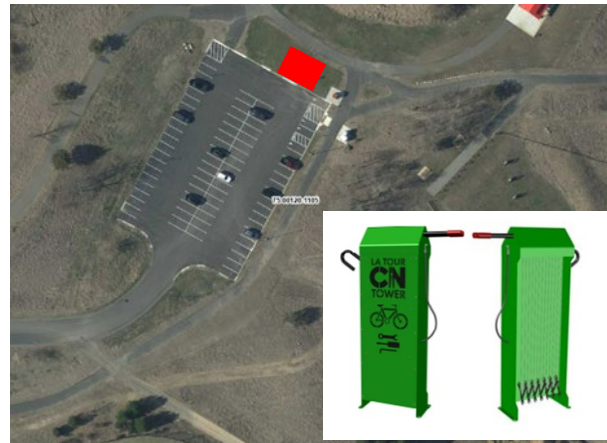
Design & Construct:

- Bike Repair Station



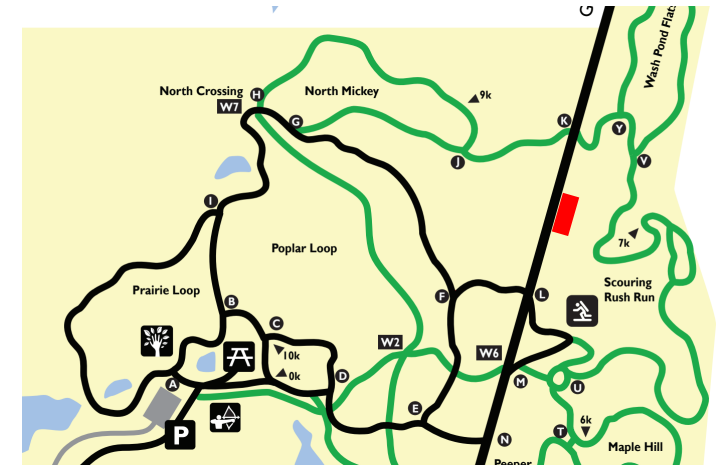


Feature 2 – Woodland Trails Regional Park



Design & Construct

- Bike Repair Station
- Bench with concrete pad

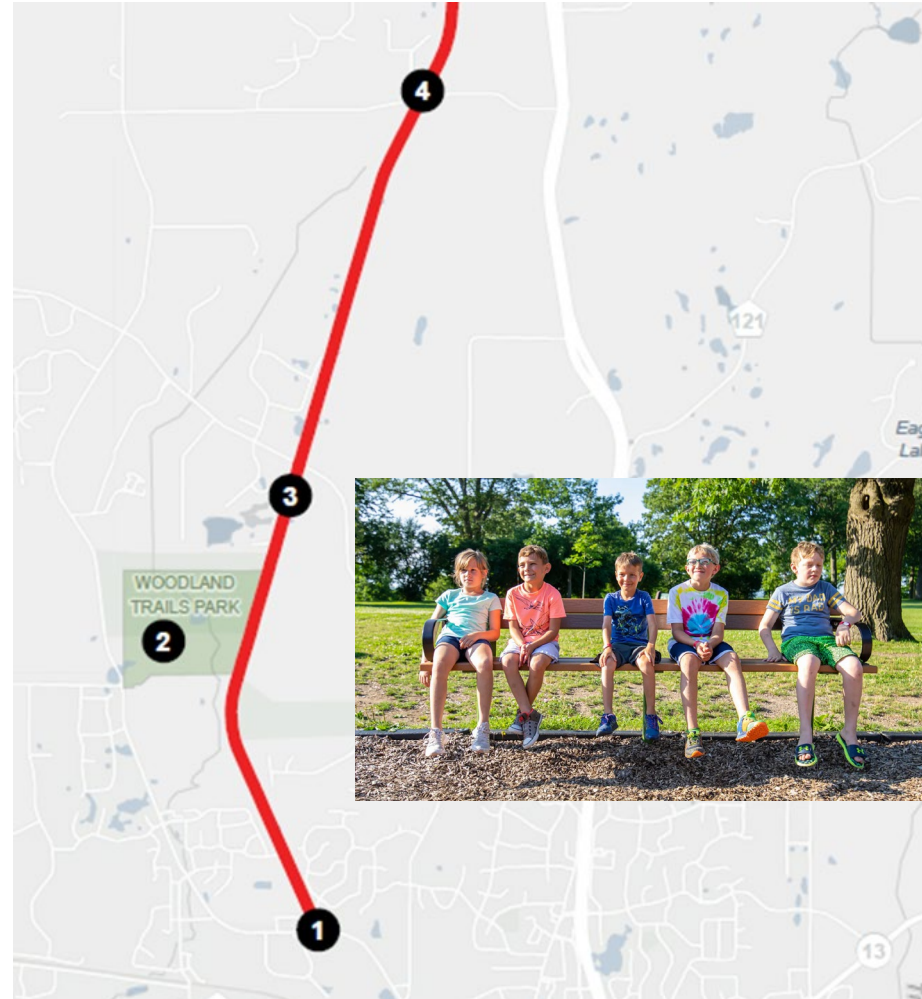




Feature 3 – CR 33 & Watson

Design & Construct

- Portable Screen with concrete pad
- Bench with concrete pad

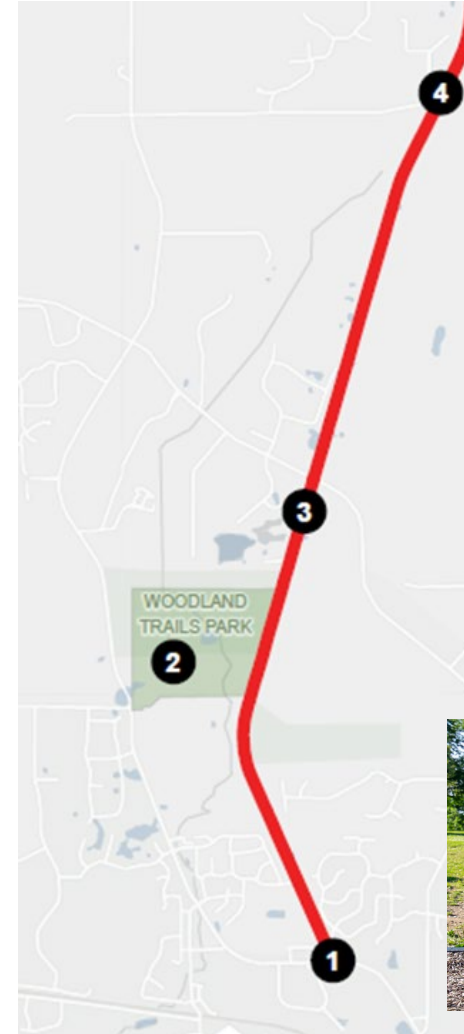




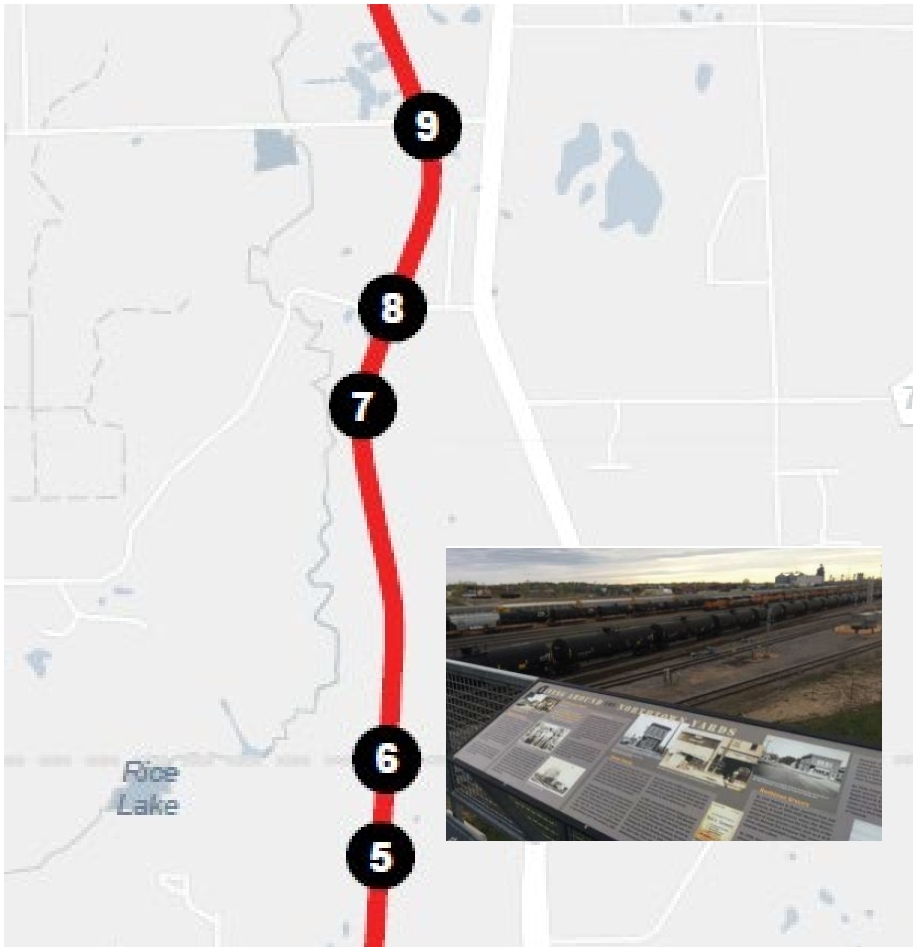
Feature 4 – 221st Ave Parking Lot

Design & Construct:

- GNRT Trailhead Sign
 - Map
 - Information
- Hi-viz - ADA Width Limiter Gates
- Bench with concrete pad



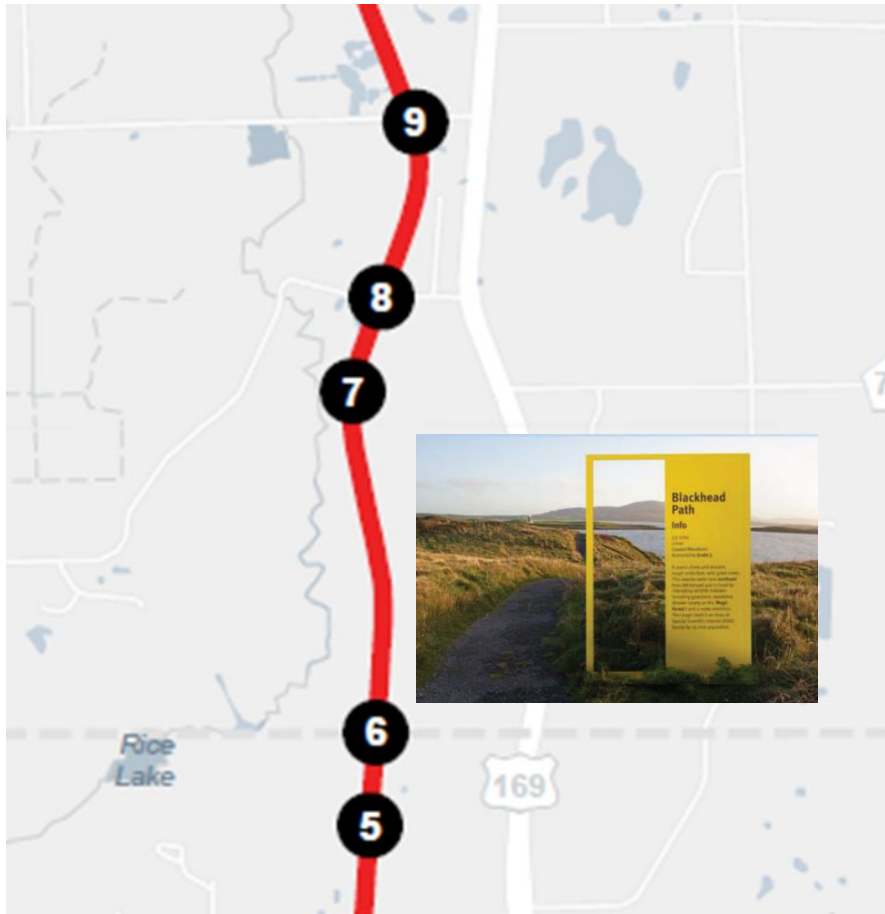
Feature 5 – North of 221st



Design & Construct:

- Interpretive Panel - *Landfill*

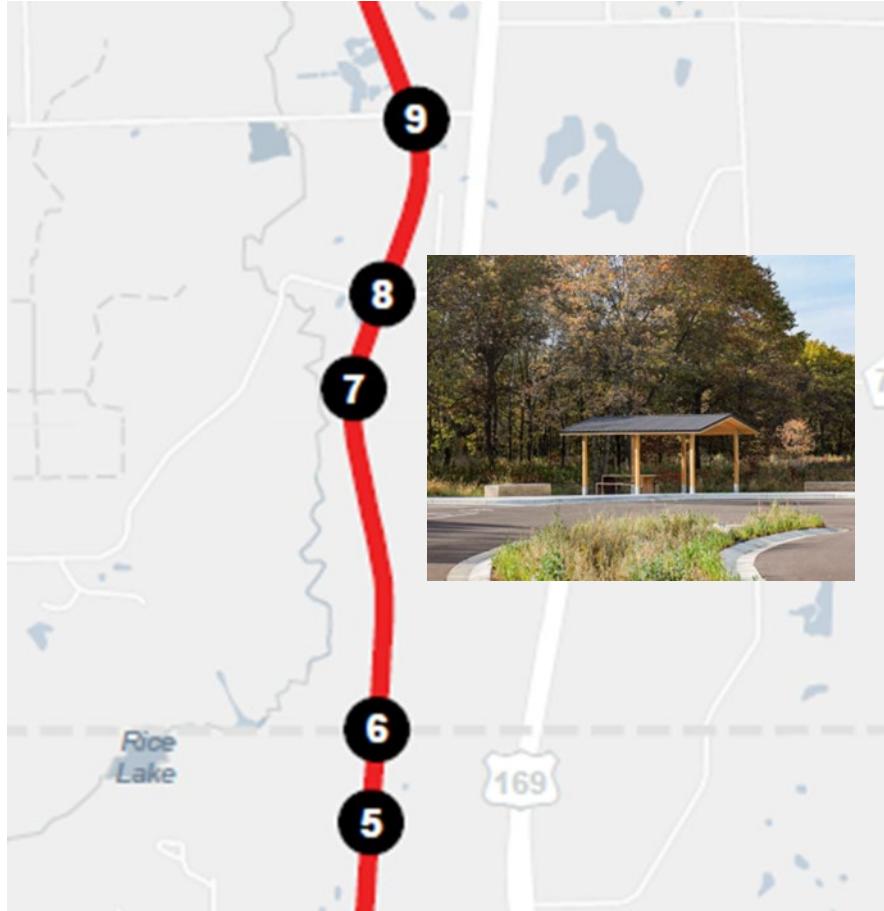
Feature 6 – 4 ¾ Mile Marker



Design & Construct:

- Interpretive Sign - *Tamarack Bog*

Feature 7 – North of the Overlook

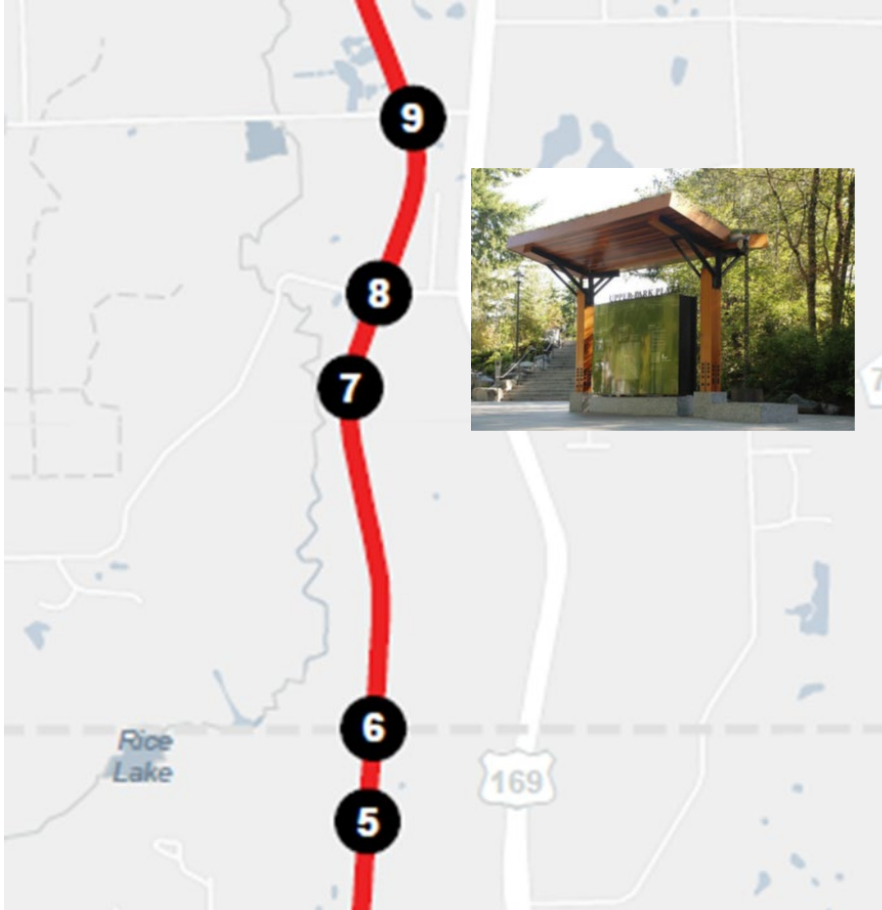


Design & Construct

- Shade Structure
- Picnic Table
- Trash Receptacle



Feature 8 – 239th Avenue

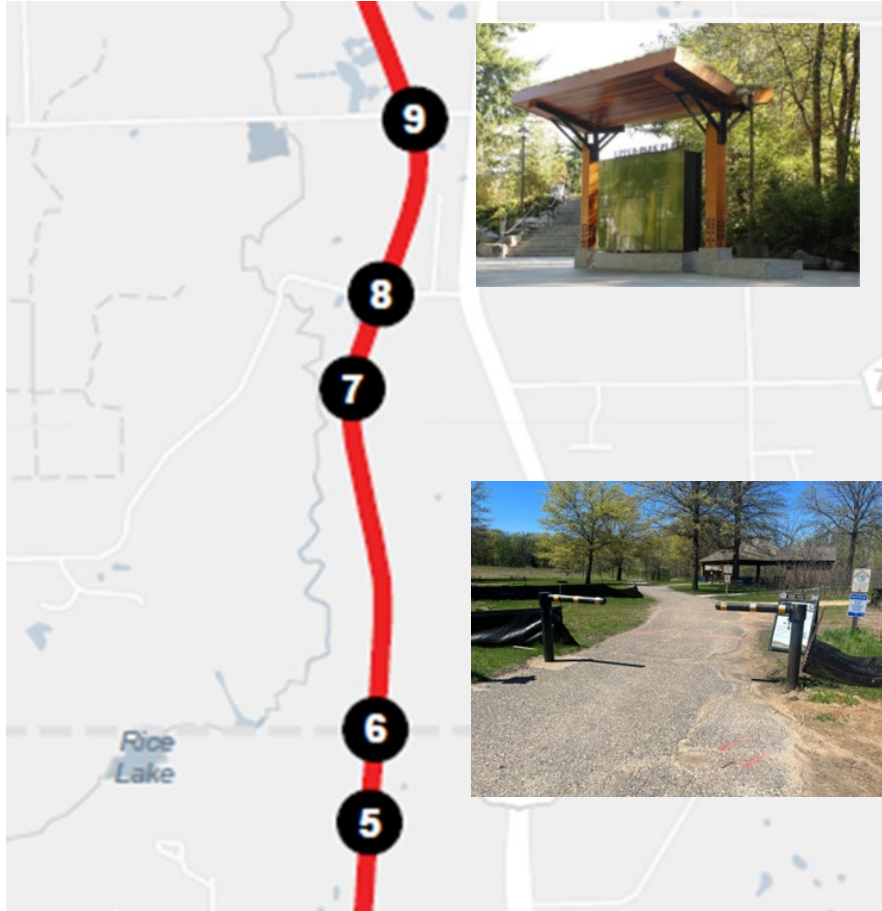


Design & Construct:

- GNRT Trailhead Sign
- Map
- Information
- ADA Width Limiter



Feature 9 – CSAH 25 Parking Lot

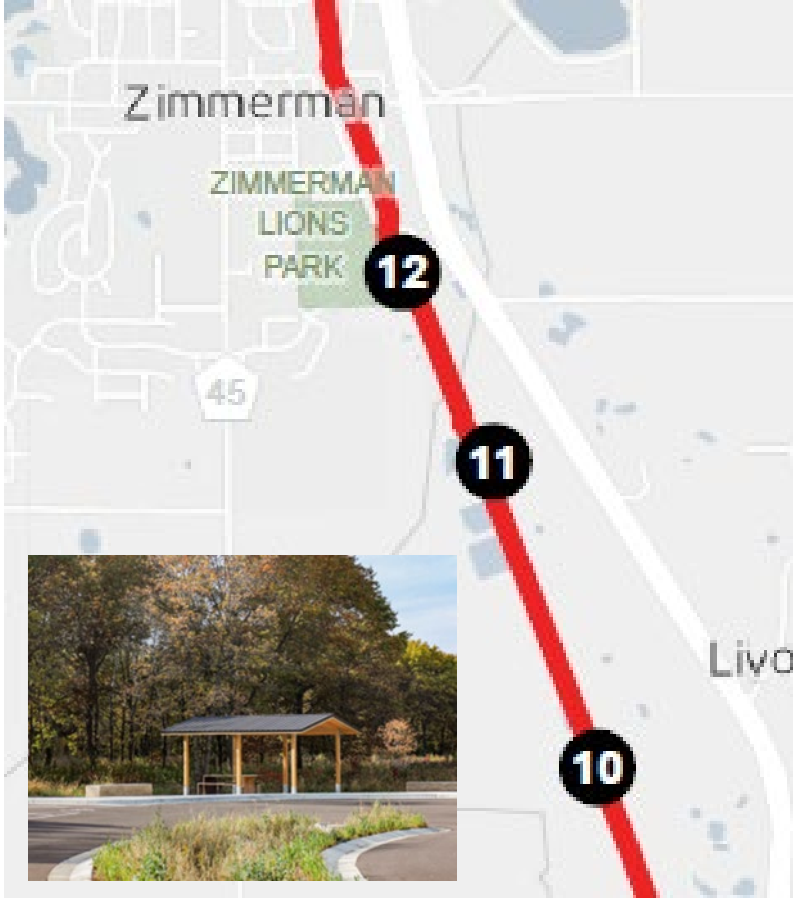


Design & Construct:

- GNRT Trailhead Sign
- ADA Width Limiters
- Portable Screen
- Benches

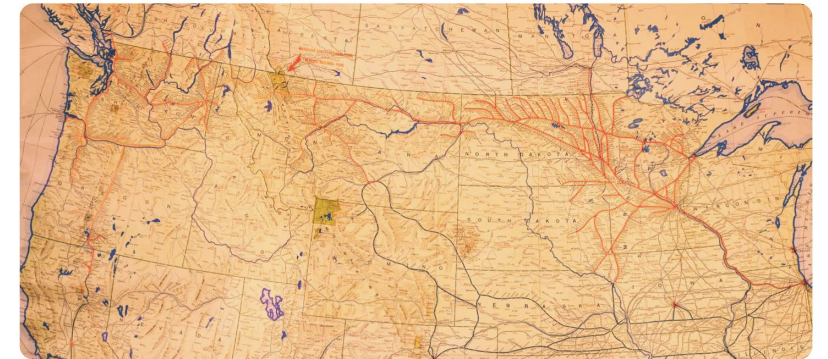


Feature 10 – South of Zimmerman

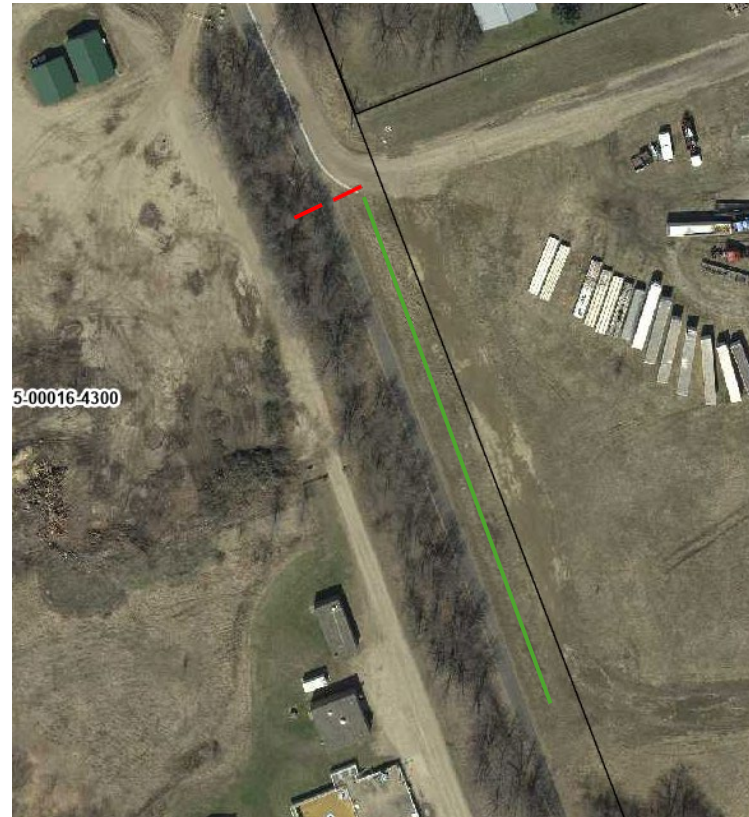
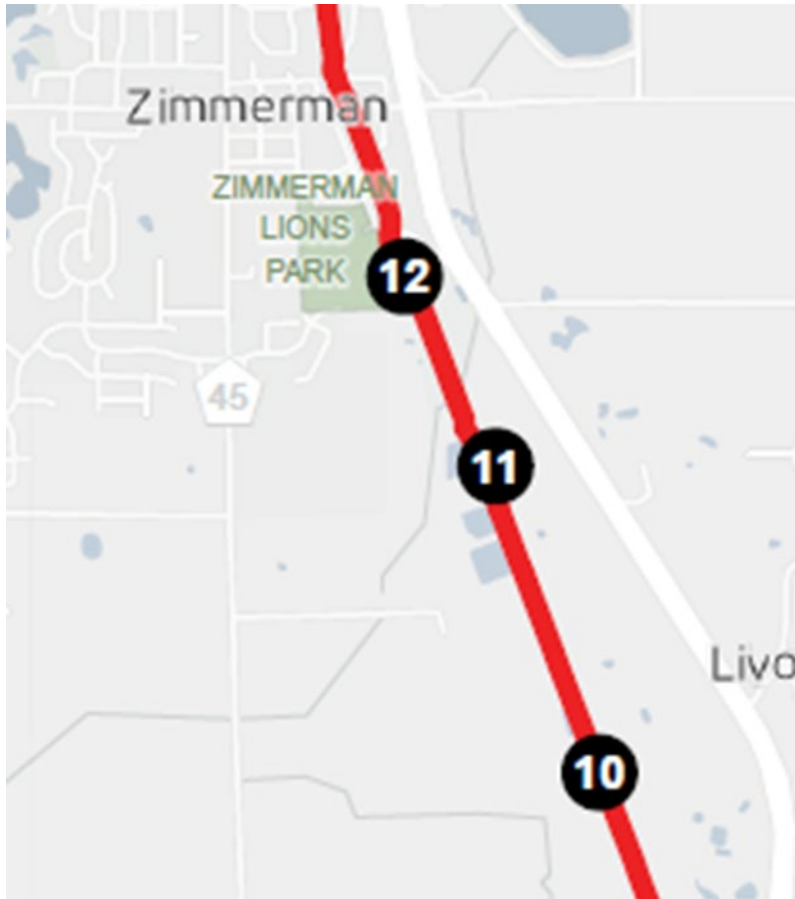


Design & Construct

- Shade Structure
- Picnic Table
- Interpretive Feature
- Trash Receptacle



Feature 11 – South of Compost Site



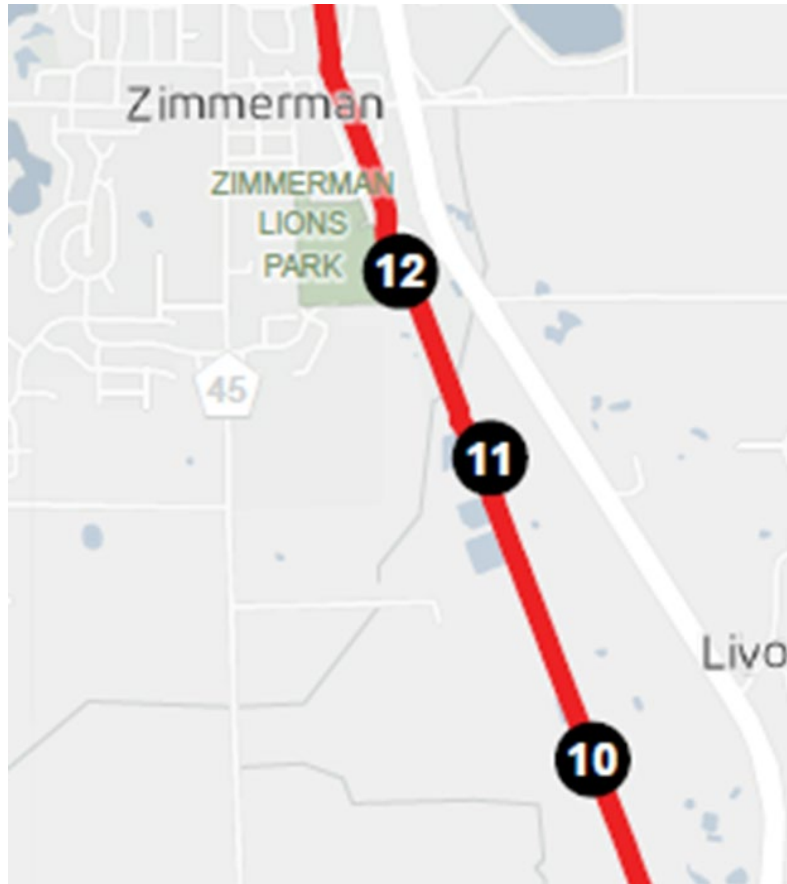
Design & Install

- Living 515' Screen
- ADA Width Limiter





Feature 12 – Zimmerman Park & Ride



Project Budget



Great Northern Regional Trail				24-006F
Sherburne County				
Reference	Eligible Item Details	Quantity	Unit Cost/Item	Total Cost
A	Mobilization	1	35,000.00	35,000.00
B	Initial Grading/removal (SY)	3500	25.00	87,500.00
C	Retaining Wall (SF)	200	80.00	16,000.00
D	Paving (SY)	3500	45.00	157,500.00
E	Grading, seeding (acre units)	1	500.00	500.00
F	Branded Trailhead signs	4	35,000.00	140,000.00
G	Bike Repair Station	2	4,500.00	9,000.00
H	Shade Structure/Rain Shelter	3	35,000.00	105,000.00
I	Portable Toilet Screens Fence(LF) w/ concrete pad	3	6,500.00	19,500.00
J	EV-Charging	1	19,000.00	19,000.00
K	E-Bike Charging	4	2,500.00	10,000.00
L	Water Filling Station	1	10,000.00	10,000.00
M	Picnic Tables	4	2,500.00	10,000.00
N	LED Solar Lighting	3	15,000.00	45,000.00
O	Tree Planting	60	500.00	30,000.00
P	Native Planting (1-gallon pots)	500	25.00	12,500.00
Q	Interpretive Panels	2	2,500.00	5,000.00
R	Waste Receptacle	4	500.00	2,000.00
S	ADA Width Limiter Gate	8	750.00	6,000.00
T	Benches with concrete pad	4	3,000.00	12,000.00
Subtotal				731,500.00

		GMRPTC	Local Match
Construction Total	\$731,500		
Design/Eng/Const. Admin	\$146,300		
Soft Cost Total	\$146,300		
Total Project Cost	\$877,800	\$702,240	\$175,560



Cost Participation, Features 1-4

Elk River Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
1/3 Mobilization	0.3333	35,000	\$11,666.67					
Trailhead Sign at 221st	1	35,000	\$35,000.00					
Bike Repair Station	2	4,500	\$9,000.00					
Portable Toilet Screen LF	1	6,500	\$6,500.00					
Benches with concrete pad	3	3,000	\$9,000.00					
ADA Width Limiter Gates	2	750	\$1,500.00					
			\$72,666.67	0.099339257	\$17,440.00	Grant funded	\$14,533.33	\$31,973.33



Cost Participation, Features 5-11

Sherburne County Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
1/3 Mobilization	0.3333	35,000	\$11,666.67					
Trailhead Sign	2	35,000	\$70,000.00					
Shade Structure	2	35,000	\$70,000.00					
Picnic Tables	2	2,500	\$5,000.00					
Waste Receptacle	2	500	\$1,000.00					
Portable Toilet Screen Fence (LF)	1	6,500	\$6,500.00					
Interpretive Panels (Tamarack, GNRR)	2	2,500	\$5,000.00					
ADA Width Limiter Gates	6	750	\$4,500.00					
			\$173,666.67	0.237411711	\$41,680.00	Grant funded	\$34,733.33	\$76,413.33



Cost Participation, Feature 12

Zimmerman Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
1/3 Mobilization	0.3333	35,000	\$11,666.67					
Initial Grading/removal (SY)	3500	25	\$87,500.00					
Retaining Wall (SF)	200	80	\$16,000.00					
Paving (SY)	3500	45	\$157,500.00					
Grading, seeding (acre units)	1	500	\$500.00					
Trailhead Sign	1	35000	\$35,000.00					
Portable Toilet Screen Fence (LF)	1	6,500	\$6,500.00					
Shade Structure	1	35,000	\$35,000.00					
EV-Charging	1	19,000.00	\$19,000.00					
E-Bike Charging	4	2,500.00	\$10,000.00					
Water Filling Station	1	10,000.00	\$10,000.00					
Picnic Tables	2	2,500.00	\$5,000.00					
Waste Receptacles	2	500.00	\$1,000.00					
LED Solar Lighting	3	15,000.00	\$45,000.00					
Tree Planting	60	500.00	\$30,000.00					
Native Planting (1-gallon pots)	500	25.00	\$12,500.00					
Bench	1	3,000.00	\$3,000.00					
			\$485,166.67	0.663249032	\$116,440.00	Grant funded	\$97,033.33	\$213,473.33

Great Northern Regional Trail				24-006F			4/12/2024
Sherburne County							
Reference	Eligible Item Details	Quantity	Unit Cost/Item	Total Cost			
A	Mobilization	1	35,000.00	35,000.00			
B	Initial Grading/removal (SY)	3500	25.00	87,500.00			
C	Retaining Wall (SF)	200	80.00	16,000.00			
D	Paving (SY)	3500	45.00	157,500.00			
E	Grading, seeding (acre units)	1	500.00	500.00			
F	Branded Trailhead signs	4	35,000.00	140,000.00			
G	Bike Repair Station	2	4,500.00	9,000.00			
H	Shade Structure/Rain Shelter	3	35,000.00	105,000.00			
I	Portable Toilet Screens Fence(LF) w/ concrete pad	3	6,500.00	19,500.00			
J	EV-Charging	1	19,000.00	19,000.00			
K	E-Bike Charging	4	2,500.00	10,000.00			
L	Water Filling Station	1	10,000.00	10,000.00			
M	Picnic Tables	4	2,500.00	10,000.00			
N	LED Solar Lighting	3	15,000.00	45,000.00			
O	Tree Planting	60	500.00	30,000.00			
P	Native Planting (1-gallon pots)	500	25.00	12,500.00			
Q	Interpretive Panels	2	2,500.00	5,000.00			
R	Waste Receptacle	4	500.00	2,000.00			
S	ADA Width Limiter Gate	8	750.00	6,000.00			
T	Benches with concrete pad	4	3,000.00	12,000.00			
	Subtotal			731,500.00			
				0			
Construction Total				731,500.00			
	Design/Engineering/Const. Admin.			146300			
Soft Cost Total				146300			
					GMRPTC	Local Match	
Total Project				877800	702240	175560	
Total Percentage					0.8	0.2	
Non Eligible Expenses Item Details							
				0			
				0			
Non-Eligible Total				0			
Grand Total				877800			

This scenario proposes splitting the local match equitably between participating partners according to the percent project cost in each jurisdiction

10% of the project cost is eligible for cost share for engineering and design. The "soft costs" are not.

Total Project Cost	\$877,800
Design/Engineering Cost	\$146,300
Soft Costs (eligible grant expense)	\$146,300
Local Match Total	\$175,560
Grant Request	\$702,240

Elk River Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
1/3 Mobilization	0.3333	35,000	\$11,666.67					
Trailhead Sign at 221st	1	35,000	\$35,000.00					
Bike Repair Station	2	4,500	\$9,000.00					
Portable Toilet Screen LF	1	6,500	\$6,500.00					
Benches with concrete pad	3	3,000	\$9,000.00					
ADA Width Limiter Gates	2	750	\$1,500.00					
			\$72,666.67	0.099339257	\$17,440.00	Grant funded	\$14,533.33	\$31,973.33

Sherburne County Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
1/3 Mobilization	0.3333	35,000	\$11,666.67					
Trailhead Sign	2	35,000	\$70,000.00					
Shade Structure	2	35,000	\$70,000.00					
Picnic Tables	2	2,500	\$5,000.00					
Waste Receptacle	2	500	\$1,000.00					
Portable Toilet Screen Fence (LF)	1	6,500	\$6,500.00					
Interpretive Panels (Tamarack, GNRRI)	2	2,500	\$5,000.00					
ADA Width Limiter Gates	6	750	\$4,500.00					
			\$173,666.67	0.237411711	\$41,680.00	Grant funded	\$34,733.33	\$76,413.33

Zimmerman Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
1/3 Mobilization	0.3333	35,000	\$11,666.67					
Initial Grading/removal (SY)	3500	25	\$87,500.00					
Retaining Wall (SF)	200	80	\$16,000.00					
Paving (SY)	3500	45	\$157,500.00					
Grading, seeding (acre units)	1	500	\$500.00					
Trailhead Sign	1	35000	\$35,000.00					
Portable Toilet Screen Fence (LF)	1	6,500	\$6,500.00					
Shade Structure	1	35,000	\$35,000.00					
EV-Charging	1	19,000.00	\$19,000.00					
E-Bike Charging	4	2,500.00	\$10,000.00					
Water Filling Station	1	10,000.00	\$10,000.00					
Picnic Tables	2	2,500.00	\$5,000.00					
Waste Receptacles	2	500.00	\$1,000.00					
LED Solar Lighting	3	15,000.00	\$45,000.00					
Tree Planting	60	500.00	\$30,000.00					
Native Planting (1-gallon pots)	500	25.00	\$12,500.00					
Bench	1	3,000.00	\$3,000.00					
			\$485,166.67	0.663249032	\$116,440.00	Grant funded	\$97,033.33	\$213,473.33

Total Construction Expense \$781,500.00

This scenario proposes splitting the local match equitably between participating partners according to the percent project cost in each jurisdiction

10% of the project cost is eligible for cost share for engineering and design. The "soft costs" are not.

Total Project Cost
Design/Engineering Cost
Soft Costs (eligible grant expense)
Local Match Total
Grant Request

Elk River Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
Grading (CY)	20	60	\$1,200.00					
Aggregate Base (CY)	62	65	\$4,030.00					
Paving (Ton)	62	145	\$8,990.00					
Signage, striping, and seeding (LS)	1	780	\$780.00					
			\$15,000.00		1	\$0.00 Grant funded	\$0.00	\$0.00

Sherburne County Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
			\$0.00		0	\$0.00 Grant funded	\$0.00	\$0.00

Zimmerman Project Components	Quantity	Cost/Unit	Total Cost	Percent Construction Cost	Match Amount	Eng./Design/Const.Admin.	Soft Costs	Total Out of Pocket
			\$0.00		0	\$0.00 Grant funded	\$0.00	\$0.00

Total Construction Expense \$15,000.00



**City of Elk River
City Council**

Resolution 24-_____

A Resolution of the City Council of the City of Elk River Support for Greater Minnesota Regional Parks and Trails Commission- Legacy Funding Application for Development of the Great Northern Regional Trail

WHEREAS, the City of Elk River, as a joint applicant/partner of the Great Northern Regional Trail, fully supports the proposed trail development application and authorizes the applicant's submission on behalf of the partnership.

WHEREAS, as a joint applicant/partner, we are fully aware of the information provided in the application and associated responsibility, including funding and maintenance commitments as defined in the funding application.

WHEREAS, as a joint applicant, we have the legal authority to enter into funding agreements with the City Council for the referenced trail.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: listed joint applicant/partner certify they will comply with all applicable laws and regulations associated with the grant funding for the respective portions of the project

Passed and adopted this _____ day of _____ 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.5

Meeting Date
July 15, 2024

Prepared By
Katie Porath, Records Specialist

Item Description
Proclamation: Volunteer Appreciation Day

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a proclamation designating July 25, 2024, as Volunteer Appreciation Day at the Farmer's Market.

Background/Discussion

The City Council appreciates and wishes to acknowledge volunteers who work on services and projects throughout the year. Councilmembers will be at the July 25 Farmer's Market to meet and greet community members and volunteers.

This proclamation expresses their feelings and thankfulness to volunteers in our community.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

Attachments
I. Volunteer Appreciation Proclamation

The Elk River Vision

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



Proclamation

Designating July 25, 2024 as Volunteer Appreciation Day at the Farmer's Market in the City of Elk River, Minnesota.

WHEREAS, the City of Elk River City Council believes volunteers are essential partners in serving our community and supporting our mission; and

WHEREAS, we alone, as the City of Elk River can't meet all the needs of our community and depend on the hard work, passion, and dedication of our volunteers; and

WHEREAS, volunteers take time out of their demanding and busy lives to help make Elk River a better place to live, work, and play and it is essential we continue having those who are willing to give and share a part of themselves in preserving community; and

WHEREAS, the impact of our volunteers can be seen in every corner of Elk River, from picking up trash in our neighborhood parks, clearing trees from trails, assisting staff with our many special events, those who act as mentors and coaches in our youth sports programs, and so much more; and

WHEREAS, the City of Elk River takes great pride in honoring our volunteers and conveying our gratitude and appreciation for their committed, selfless, and compassionate efforts; and

WHEREAS, the Elk River City Council wishes to recognize and say "thank you" to all our volunteers who have given their time, energy, and talent to participating in caring for their community and making a difference through their volunteer service.

NOW, THEREFORE, BE IT RESOLVED, that I, John J. Dietz, Mayor of Elk River, do hereby proclaim July 25, 2024 as Volunteer Appreciation Day in the City of Elk River.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.6

Meeting Date
July 15, 2024

Prepared By
Suzanne Fischer, Environmental Services and Special
Projects Director

Item Description
2024 Gravel Mining Licenses

Reviewed by
Suzanne Fischer
Cal Portner
Tina Allard

Action Requested
Approve by motion, the 2024 Mineral Excavation License Applications.

Background/Discussion

Mineral excavation in Elk River has been part of the community for many years and continues to be an active industry. The mineral excavation operators submit detailed information for the annual license and pay the required fee for operations. The application fee for these operators was \$26,887.75. There are no significant changes from these operators this year. Staff meets on-site with each applicant annually to discuss operational plans and any concerns. The following operators have requested a 2024 Mineral Excavation license.

Mine Operator	Acres to be mined or not yet reclaimed.
C. S. McCrossan	45.41
Holcim – MER, Inc.	350.5
Knife River	58.91
Martin Marietta	546.02
New Look	69.85
2 TLC, LLC (Plaisted)	133.53
Steininger, Inc.	8

Financial Impact
\$26,887.75

Mission/Policy/Goal
Responsibly grow

The Elk River Vision

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Attachments

None



Request for Action

To
City Council

Item Number
4.7

Meeting Date
July 15, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Resolution 24-38: Findings of Fact Denying IUP
Request for a Residential Occupation at 10208
209th Ave NW, Jason Bye

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-38 making Findings of Fact denying an Interim Use Permit application submitted by Jason Bye.

Background/Discussion

At the June 17, 2024, City Council meeting, the Council reviewed an application for an Interim Use Permit (IU 24-01) for a residential occupation involving on-site outdoor storage and the use of an accessory building at 10208 209th Ave NW. After considering the request and receiving public comments, the Council directed staff to prepare a resolution making Findings of Fact denying the application based on the standards outlined in Sec. 30-658. These findings are attached for review.

If the council has questions or disagrees with the findings, the item can be pulled from consent and discussed further.

Financial Impact

None

Mission/Policy/Goal

Reflect the culture of citizens and what is important.

Attachments

1. City Council Staff Report 06-17-2024
2. Resolution Finding Of Fact

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Request for Action

To
City Council

Item Number
7.4

Meeting Date
June 17, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Interim Use Permit: Residential Occupation with
Outdoor Storage, 10208 209th Ave NW - Jason Bye

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, an Interim Use Permit with the following conditions to satisfy the standards outlined in Section 30-658 (c):

1. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any interior commercial activities can occur.
2. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional.
3. The fenced outdoor storage area shall be:
 - a. Limited to 20,000 square feet.
 - b. Fenced with a 6-foot tall 100% opaque fence with gates, to be closed when not in use.
4. The fenced outdoor storage area must be paved with an approved surface (Class 5, concrete, asphalt, or crushed concrete/asphalt).
5. The following shall be located within the fence outdoor storage area:
 - a. All equipment, vehicles, and products related to the business.
 - b. Garbage and recycling dumpsters.
 - c. All business/employee parking.
 - d. Portable outhouses.
 - e. Deliveries.
6. Dumpsters with lightweight materials shall be covered when not in use.
7. Except for company vehicles, equipment, and enclosed trailers, no materials or products can be stored higher than the top of the outdoor storage area fence.
8. The hours of operation shall be limited to 7:00 a.m.-7:00 p.m. Monday through Saturday.
9. Exterior lighting on the accessory structure and in the outdoor storage area shall comply with Section 30-937.
10. Dust control measures shall be used in the fenced yard area.
11. A stormwater retention pond, if required, shall be reviewed by city staff and installed in accordance with all applicable plans.
12. Outside of routine maintenance/repair completed only by the property owner, there shall be no major repair/maintenance of company vehicles/equipment on site. Routine maintenance/repair shall only occur inside the building with all doors and windows closed.

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13. The site shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight, excluding vehicles servicing on-site dumpsters.
14. Access to the subject parcel, for business activities, shall occur only in the single driveway located on 209th Avenue/County Road 33.
15. Business delivery vehicles shall not back into the site from 209th Avenue/County Road 33.
16. Signage identifying the business/deliveries shall be installed per county and city requirements.
17. An amendment to this Interim Use Permit will be required for future expansions/additions not shown on the staff site plan dated June 17, 2024.
18. The idling of a truck tractor or other business equipment in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15, is prohibited.

Background/Discussion

The property, approximately 13 acres in size, is zoned R1-a (Single Family Residential) where residential occupations with proposed outdoor storage and/or use of an accessory structure require an Interim Use Permit (IUP). The applicant requests an IUP to utilize the existing 20,000 sf fenced area (100% opaque) and accessory structure for indoor/outdoor storage, deliveries (likely a couple of times a week), equipment storage, and employee parking. The business specializes in cellular equipment construction across Minnesota and neighboring states. They erect cellular towers and provide civil construction services preparing the sites for the towers. The applicant is not requesting approval for production or manufacturing on the property.

Planning Commission

The Commission asked if the accessory structure was being used in the request and if the IUP could be revoked if conditions were not met. Staff clarified that the accessory structure is part of the request, and the permit can be revoked if conditions are not met.

Public Hearing

Deann Wells and Bryan Rucks, neighbors to the subject property, provided the following comments:

- Reviewed the code enforcement activities from February 2023.
- Outlined concerns about past practices/use of the property before the applicant applied for the CUP in 2023. They were concerned with the patterns of behavior reoccurring.
- They reviewed the following sections:

Section 30-801 discusses not jeopardizing the residential character or health, safety, and general welfare of the surrounding neighborhood and lists prohibited activities. Noted that the proposed operation does not add to their property value and described negative activities discussed during the applicant's previous CUP request.

Section 46-31 which is from the Public Nuisance Code, and states that excessive noise, disruption, and other public nuisance activities are injurious to the public health, safety, and welfare and interfere with the quiet enjoyment of life and property. They stated this code is set in place for those affected by these types of situations.

This section of the code is in place for all properties across the city for enjoyment of life and property in general. The city recognizes that introducing residential occupations in residential districts will be noticeable and strives to include approval conditions aimed at mitigating its impact.

Section 46-34 which is from the Public Nuisance code and lists nuisances, including materials covering more than one percent of the total lot area of a lot.

This section of the code is in place for all properties across the city but through the ordinance, outdoor storage of

occupational materials/equipment is allowed with an approved Interim Use Permit as part of a residential occupation.

The three ordinance sections are attached.

- Outlined concerns with the city processes, specifically with how city staff have spoken with the applicant regarding the IUP/CUP process and directed him to the necessary applications and required submittal materials.
- Stated one of the conditions from the July 25, 2023, Planning Commission staff report was not followed.
 - *The CUP application was withdrawn, so no conditions were approved or binding to the applicant.*
- A tractor and trailer are close to 26,000 pounds.
 - *Ordinance states that under permitted residential Occupations, Occupations shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.*
 - *Vehicles larger than 26,000 pounds can be approved with an IUP.*
- Deliveries stopping on the road, which is dangerous. What is going to be done to make sure no accidents occur?
 - *The county has reviewed the application and does not have concerns with the proposed activity (IUP). Their review notes that the use will not compromise the safety of the county road but agrees vehicles stopping on the road is a safety concern and suggests signage be installed. (A response letter from the county is attached)*
- What happens if the project is abandoned?
 - *It would be cleaned up by the property owner or the city would clean it up and assess it back to the property, as would be done with any property in any zoning district.*
- The applicant is asking for the same thing as he did with the 2023 CUP, nothing has changed.
 - *The proposed use is the same, but the City Council recently adopted updated residential occupation standards. Specifically, standards regulating outdoor storage on residential lots larger than 5-acres.*
- Somehow, in the last year, the city redid zones to allow this to occur. They did not see anything in the paper regarding how this was changed.
 - *The ordinance amendment process began in February 2023 (two months before the initial CUP application)*
 - *Public notices were published in the newspaper in August 2023 and again in October 2023*
 - *Large turnout at the October 24, 2023, Planning Commission public hearing supporting outdoor storage.*
 - *City Council approved the amendment in November 2023*
- Does not like the way this process is happening.
- Going by the ordinance and by their experience, they believe their concerns have been infringed upon.
- Trash pickup with commercial roll-off bins is likely over 26,000 pounds.
 - *Ordinance limits the size of delivery vehicles, again for permitted residential occupations.*
 - *The council can limit the number of times the bins can be serviced per week if they desire.*
- Questioned if it is fair that a business can run from 7:00-7:00 Monday – Saturday in a residential district next to homes where someone may want to host family gatherings and now need to worry about dust and noise?
- Was Sherburne County notified of the proposed project?
 - *The application was sent, via email on May 3, 2024, to six county staff for review, and city staff received no feedback.*
 - *Staff reached out again, per public comments, to verify the county comments were the same as the CUP review. A memo from the county is attached.*

Jason Bye, the applicant, had the following comments:

- He further explained his request and addressed speculations provided during the public hearings.

- Described the types of work his business does and how he plans to utilize the property.
- Understands that the building needs to meet commercial building codes.
- He noted that his operation is consistent with several other businesses operating with outdoor storage/accessory structures near his property, most without a CUP/IUP to an extent greater than what he is asking for.
- Noted that he installed 220 feet of privacy fencing along the west property line to help screen the storage area.
- He noted he now lets his employees drive company vehicles home, so there are fewer business and employee vehicles on site.
- Clarified that he spoke with staff before purchasing the property to discuss his options and that he was told a CUP would be required for a home occupation.
 - *Staff did speak with him before he purchased the property, as they do many times a year with people seeking to purchase land or a building and want to know their options, whether for a home occupation on a residential lot or a retail business on a commercial lot.*
- He has requested that his suppliers now make deliveries with a box truck rather than a semi-truck.
- He owns a semi-truck which he is allowed to have on the property.
 - *Section 30-991 states tractor-trailer parking (only in the R-1A district on parcels five acres or larger) is allowed as an accessory use.*
- Stated that when code enforcement was on his property in early 2023, his accessory building was under construction and that his employees did most of the work, contributing to the large number of people observed on-site.
- Has no concerns with the recommended conditions.

The Planning Commission had concerns about the proximity of the outdoor storage area to the house to the east but understood the updated residential occupation ordinance codified a 50-foot setback.

While the commission had concerns about the proximity of the outdoor storage area to the neighboring house, they unanimously recommended approval as there are conditions in place to mitigate impacts on neighboring properties.

Since the Planning Commission meeting, staff spoke with Ms. Wells at City Hall. Staff agreed the request (proposed use) has not changed but that the ordinance did change as it relates to the review and approval of residential occupations. After numerous discussions with the Planning Commission and City Council regarding changes to the residential occupation standards, the Council approved the amendment in late 2023. Staff reviewed the major changes within the ordinance amendment, including codified hours of operation, an IUP vs. CUP, and outdoor storage with lot size and distance requirements. Regarding her concerns that were noted during the public hearing and related to staff's role in advising applicants before and during the land use process, staff reiterated that their role includes guiding applicants through the public review process - including relevant application materials, documents, and likely conditions.

Lastly, after speaking with Sherburne County, staff added two additional conditions per their request.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.

Opportunity to live, work, and play.

Attachments

1. Planning Commission Memo dated May 28, 2024
2. Location Map
3. Staff Site Plan 6-17-2024
4. Sections 30-801, 46-31, 46-34
5. Assistant Public Works Director-Deputy County Engineer Memo dated June 5, 2024
6. IU 23-01 Interim Use Permit
7. 7.4 Bye Presentation



Request for Action

To
Planning Commission

Item Number
5.3

Meeting Date
May 28, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Interim Use Permit: Residential Occupation with
Outdoor Storage, 10208 209th Ave NW - Jason Bye

Reviewed by:
Zack Carlton

Action Requested

Recommend, by motion, approval of an Interim Use Permit with the following conditions to satisfy the standards set forth in Section 30-658 (c):

1. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any interior commercial activities can occur.
2. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional.
3. The fenced outdoor storage area shall be:
 - a. Limited to 20,000 square feet.
 - b. Fenced with a 6-foot tall 100% opaque fence with gates, to be closed when not in use.
4. The fenced outdoor storage area must be paved with an approved surface (Class 5, concrete, asphalt, or crushed concrete/asphalt).
5. The following shall be located within the fence outdoor storage area:
 - a. All equipment, vehicles, and products related to the business.
 - b. Garbage and recycling dumpsters.
 - c. All business/employee parking.
 - d. Portable outhouses.
 - e. Deliveries.
6. Dumpsters with lightweight materials shall be covered when not in use.
7. Except for company vehicles, equipment, and enclosed trailers, no materials or products can be stored higher than the top of the outdoor storage area fence.
8. The hours of operation shall be limited to 7:00 a.m.-7:00 p.m. Monday through Saturday.
9. Exterior lighting on the accessory structure and in the outdoor storage area shall comply with Section 30-937.
10. Dust control measures shall be used regularly in the fenced yard area.
11. A stormwater retention pond, if required, shall be reviewed by city staff and installed in accordance with all applicable plans.
12. Outside routine maintenance/repair, completed only by the property owner, there shall be no major repair/maintenance of company vehicles/equipment on site. Routine maintenance/repair shall only occur inside the building with all doors and windows closed.
13. Shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.

The Elk River Vision

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

14. Access to the subject parcel, for business activities, shall occur only at the single driveway located on County Road 33.
15. The idling of a truck tractor or other business equipment in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15, is prohibited.

Background/Discussion

The Planning Commission and City Council began reviewing the residential occupation ordinance amendment back in February 2023. Several meetings over several months occurred, with outdoor storage being reviewed thoroughly. The council did not have concerns with considering outdoor storage in conjunction with residential occupations if it was on parcels 5 acres or larger, setback 50-feet or more from all existing residential structures (houses) on adjacent parcels, and follows Section 30-807 Outdoor Storage. The City Council approved the amendment in November 2023, which also states that residential occupations occurring in detached structures or have outdoor storage require an Interim Use Permit (IUP). The IUP process limits the business to the current property owner and not the property itself, as an approved IUP shall terminate when the property is sold or when a lease has expired.

The property, approximately 13 acres in size, is zoned R1-a (Single Family Residential) where residential occupations with proposed outdoor storage and/or use of an accessory structure require an IUP. The applicant is requesting an IUP to utilize both the existing 20,000 sq.ft. fenced in area (100% opaque) and accessory structure for indoor/outdoor storage, receiving deliveries (likely a couple of times a week), equipment storage, and employee parking. The business specializes in cellular equipment construction across Minnesota and neighboring states. They erect cellular towers as well as provide civil construction services, preparing the sites for the towers. The applicant is not requesting approval for production or manufacturing on the property.

The nearest neighboring house structure to the proposed outdoor storage area is approximately 65 feet away (50-feet required) with an accessory structure located approximately 35 feet away. The applicant has installed about 220-feet of fencing along the west property line to screen the screened outdoor storage area from the adjacent property.

If the IUP is approved, the Building Department will review the commercial building permit for all commercial building codes with the Engineering Department also reviewing the site for all stormwater regulations.

Employees

While the proposed business employs 10–20 employees, only a few will be on site during the day as the rest will meet on the job site. Employee vehicles will be parked in the outdoor storage area and could be on site for numerous days.

Deliveries

Deliveries will be received most often by a flatbed truck or Amazon type trucks delivering packages. The ordinance limits deliveries for residential occupations to vehicles no heavier than 26,000 pounds gross vehicle weight.

The city recognizes that introducing residential occupations in residential districts will be noticeable and strives to include approval conditions aimed at mitigating its impact.

Interim Use - Applicable Regulations

Before the city council may authorize an interim use, it must make the following findings:

1. *The period of time for which the interim use permit is to be granted will terminate before any adverse impacts are felt upon adjacent properties.*

The ordinance (Section 30-801) states an approved Interim Use Permit for a residential occupation shall terminate when the property is sold or when a lease has expired. Although termination does not guarantee adverse effects will not affect nearby properties, the residential occupation outdoor storage ordinance regulations and the approved conditions strive to prevent this outcome.

2. *There is adequate assurance that the property will be left in suitable condition after the use is terminated.*

The detached accessory structure and fenced-in area, the areas being reviewed, are currently located on the parcel. If the Interim Use Permit is terminated, the site will be left in a suitable condition.

3. *The use is similar to uses allowed in the zoning district in which the property is located.*

Outdoor storage is allowed with an IUP in the zoning district on properties 5-acres or larger. The subject property (13.34 acres) is well above the required minimum. The city has also approved residential occupations with outdoor storage areas.

4. *The date or event that will terminate the use can be identified with certainty.*

Yes, the ordinance states an approved Interim Use Permit for a residential occupation shall terminate when the property is sold or when a lease has expired.

5. *Authorizing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future.*

If the public were to take over the property, no additional costs would be imposed on the public, as there are no extraordinary features to the request.

6. *The applicant and user agree to all conditions that the city council deems appropriate for authorization of the interim use.*

This will be determined at the City Council meeting.

7. *The applicant provides assurances deemed adequate by the city council that the use will terminate as provided in the interim use permit. The city council may require the applicant to deposit a cash amount with the city, or provide some other form of security, to ensure compliance with this criteria.*

Again, the ordinance states an approved Interim Use Permit for a residential occupation shall terminate when the property is sold or when a lease has expired. A cash deposit does not appear to be necessary to comply with the criteria.

8. *Authorization of the interim use will not result in adverse effects on the public health, safety, or welfare.*

The ordinance has predetermined acceptable lot sizes and distances from existing neighboring structures. With the Outdoor Storage Ordinance Regulations and proposed conditions, the use should not adversely affect the public health, safety, or welfare.

9. *The proposed interim use is consistent with the City of Elk River Comprehensive Plan and conforms to the city's zoning regulations.*

The use is consistent with the Comprehensive Plan which guides the property as Rural Residential and single family uses, with residential occupations, are allowed in the zoning district.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Applicant's Narrative
3. Outdoor Storage Plans
4. Building Plan
5. Site Plan



Project Location Map

Jason Bye

Interim Use Permit

Case No: IU 24-01



Dear: City of Elk River:

I am the co-owner of Rothmeyer TEC, a wireless construction company based out of Anoka, MN (The “**Company**”). The Company specializes in cellular civil construction across Minnesota and neighboring states. I am asking the City of Elk River (the “**City**”) to consider allowing the accessory structure and surrounding fenced in yard on my property located at 10208 209th Avenue NW, Elk River, MN to be used as a home occupation by granting me an interim use permit to allow for the accessory structure and the surrounding yard to receive deliveries for the Company, store materials for the Company, to allow employees of the Company to park in the yard, and to allow for storage of certain vehicles.

This is not a request to use the property in an industrial manner; activity will be limited. The goal is to utilize the property as a point place for certain equipment needed before employees travel to a job site and to allow the employees to meet at a central location. No production or manufacturing will be occurring on the property. My family and I will continue to utilize the property for its primary purpose – a residential home. Other than common maintenance, machinery and vehicles will not be worked on.

Description/Scope of the Project. The property is about 13 acres in size. My family and I live at a residential home on the property. The accessory structure I am proposing to use is approximately 6,750 square feet. I would propose using a 20,000 square foot yard surrounding the accessory structure, which includes a fence surrounding the yard using 100% opaque material to shield and prevent anyone from being able to see the material being stored.

I am proposing to use the accessory structure on the property and the yard surrounding the structure to receive deliveries for the Company and store materials. Deliveries would be received most often by a flatbed truck or trucks like trucks delivering Amazon packages. The vehicles making the deliveries will create limited noise, the “beeping” typically heard with semi-trucks will not be an issue. The property is still primarily being used as a residence, so deliveries would likely only occur one to two times per week.

I would also like the Company to utilize the yard surrounding the accessory structure, for the purposes of parking Company vehicles, parking employee vehicles and storage of other Company material. Any materials stored in the yard would be properly screened. The employees will not be traveling to the property each day. They will travel to the property to drive together in a company vehicle to the job site, where they typically work for a week. There would be a limited increase in traffic.

The request is consistent with the comprehensive plan. The property is zoned in the R-1a district. The primary use of the property is residential, but I would also like to use the property for accessory use as allowed by City ordinance. The City does allow home occupations when permitted. The property is categorized as Rural Residential. Due to the nature and size of the property, neighbors are not close in proximity to the property, so the character of the district will be maintained.

I have had prior conversations with the City and the Planning Commission about using the property in the manner described above. Due to those conversations, I am proposing the following conditions for the property:

1. A fence is installed around the yard. The fenced off area is limited to 20,000 square feet, is 6 feet tall, and uses 100% opaque material. The fenced is laid out as depicted below:



2. The area inside the fence will be paved with a crushed concrete/asphalt surface.
3. All equipment related to the Company will be stored inside the fenced in area. This would include dumpsters, business/employee parking.
4. Dumpsters will be covered when not in use.
5. No material or products will be stored height than the fence, except for company vehicles and enclosed trailers.
6. The hours of operation shall be from 7:00 a.m. – 7:00 p.m. Monday through Saturday, when deliveries can be received.
7. Exterior lighting utilized for businesses purposes shall be limited to one hour a day during operational hours or directional fixtures will be used that meet the city ordinance.
8. Dust control measures will be utilized in the fenced area.
9. No major repair or maintenance of company vehicles or equipment shall occur on the property, outside of routine maintenance. Any minor maintenance or repair that needs to be completed will occur in the accessory structure.
10. Access to the property for business activities will occur at the driveway located on County Road 33.
11. The idling of business equipment in excess of 15 minutes will be prohibited from April 16 through October 31.
12. The idling of business equipment in excess of 30 minutes will be prohibited from November 1 through April 15.
13. The accessory structure will be brought up to commercial code before business related activity occurs at the property.
14. 200 feet of 7' tall fence is installed at the west property line to further screen the neighbors per previous council recommendations.



fence extension

75-113-3202

planned fence extension

Material storage

Fence is approx 120ft wide from east property line

dumpsters

Fence is aprox 165ft south from back of outbuilding

equipment parking

75-588-0220

BUILDING CODE SUMMARY

BUILDING LOCATION

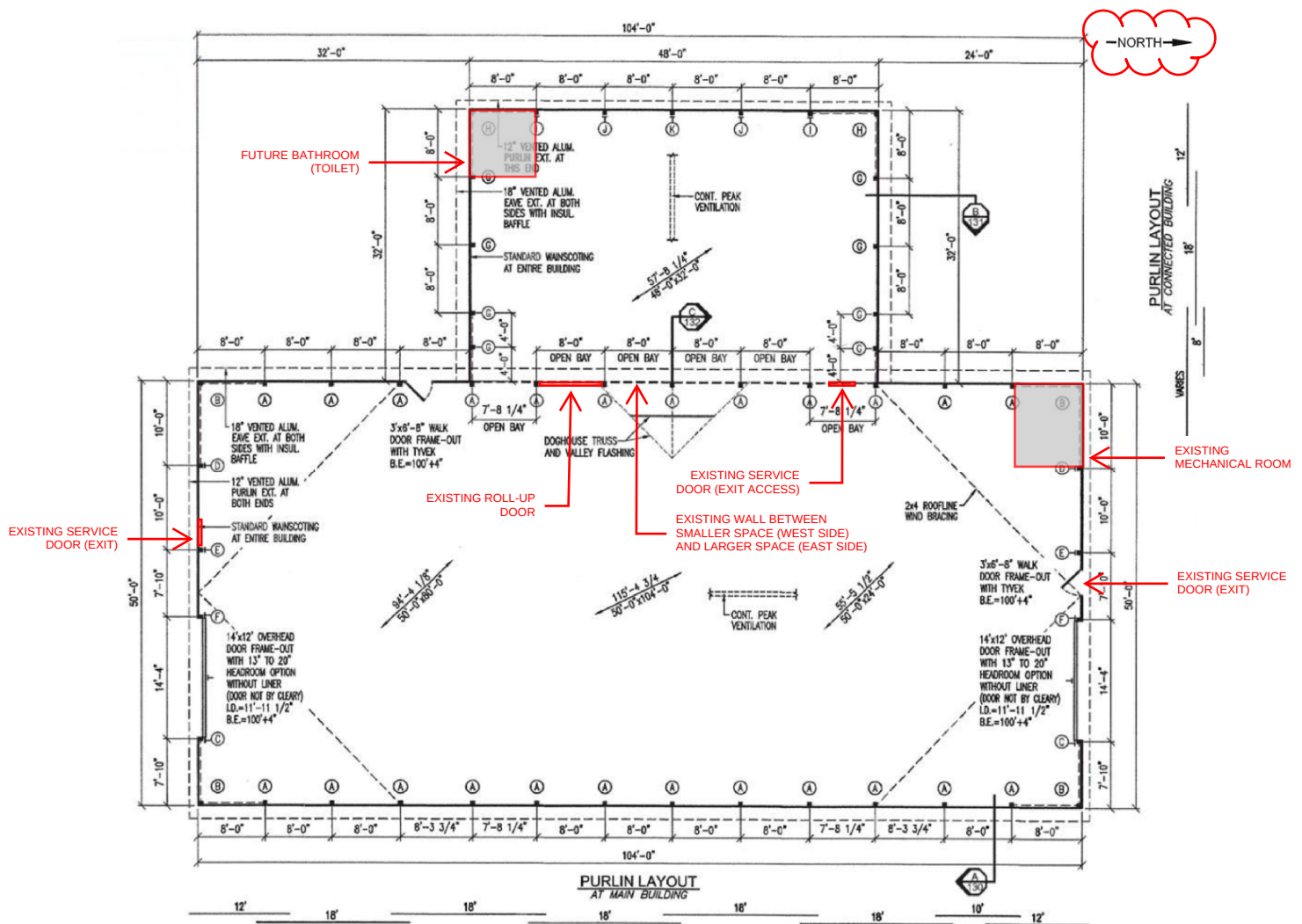
- 10208 209th Avenue NW, Elk River, Minnesota 55330.

BUILDING REFERENCES

- Rothmeyer TEC - Redlined construction drawings (dated 06-28-23).
- ARK Septic - Letter & site plan sketch (dated 08-01-22).
- Cleary Building Corp. - Letter & construction drawings (dated 09-22-21).

BUILDING SYNOPSIS

- Existing single-story building (6,736 square feet) divided into two spaces.
 - The smaller space (1,536 square feet) will be used to store telecommunications equipment.
 - The larger space (5,200 square feet) will be used to store telecommunications equipment and construction equipment.



APPLICABLE CODE(S)

- 2020 Minnesota State Building Code.

OCCUPANCY CLASSIFICATION

- Group S-1, Moderate-hazard Storage. (Section 311.2)

TYPE OF CONSTRUCTION

- Type VB. (Table 601)

SPRINKLERS

- Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. (Section 903.2)
 - An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists: (Section 903.2.9)
 - A Group S-1 fire area exceeds 12,000 square feet.
 - **6,736 square foot fire area - Sprinklers not required.**
 - A Group S-1 fire area is located more than three stories above grade plane.
 - **Single-story - Sprinklers not required.**
 - The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet.
 - **6,736 square foot fire area - Sprinklers not required.**
 - A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet.
 - Commercial Motor Vehicles are used to transport passengers or property where the motor vehicle either has a gross vehicle weight rating of 10,000 pounds or more; or is designed to transport 16 or more passengers, including the driver.
 - **No storage of commercial motor vehicles - Sprinklers not required.**

OCCUPANCY SEPARATIONS

- **Single occupancy - Separations not required. (Section 508)**

FIRE-RESISTANCE RATINGS

- The building elements shall have a fire-resistance rating not less than that specified in Table 601. (Section 602.1)
 - Type VB = 0-hour fire-resistance rating. (Table 601)
 - **Building elements fire-resistance ratings not required.**
- The exterior walls shall have a fire-resistance rating not less than that specified in Table 602. (Section 602.1)
 - Fire separation distance $\geq$ 30 feet = 0-hour fire-resistance rating. (Table 602)
 - **Exterior wall fire-resistance rating not required.**

HEIGHT & AREA LIMITATIONS

- Group S-1, Type VB, non-sprinklered.
 - Allowable building height above grade plane = 40 feet. (Table 504.3)
 - **Actual = 24 feet. OK.**
 - Allowable number of stories above grade plane = 1-story. (Table 504.4)
 - **Actual = 1-story. OK.**
 - Allowable building area = 9,000 square feet. (Table 506.2)
 - **Actual = 6,736 square feet. OK.**
 - Note: Area factor increase due to frontage per Section 506.2.1 not calculated.

OCCUPANCY LOAD (Table 1004.5)

- Maximum floor area allowance per occupant. (Table 1001.5)
 - Warehouse space = 500 square feet (gross) per occupant.
 - **Total Building = 6,736 square feet/500 = 14 occupants.**
 - **Smaller space = 1,536 square feet/500 = 3 occupants.**
 - **Larger space = 5,200 square feet/500 = 11 occupants.**

DOORS - MEANS OF EGRESS

- Two exits or exit access doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. (Section 1006.2.1)
 - Spaces with one exit or exit access doorway. (Table 1006.2.1)
 - Group S-1, non-sprinklered.
 - Maximum occupant load of space = 29 occupants.
 - Maximum common path of travel distance = 100 feet.
 - **Smaller space = 3 occupants actual.**
 - **80 feet common path of travel distance actual.**
 - **One exit access doorway required. OK.**
 - **Larger space = 11 occupants (14 occupants cumulative).**
 - **130 feet common path of travel distance.**
 - **Two exits required. OK.**
- Where two exits or exit access doorways are required from any portion of the exit access, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the building or area to be served measured in a straight line between them. (Section 1007.1.1)
 - **Required = 57'-7",**
 - **Actual = 104'-0". OK.**
- Means of egress door – minimum clear opening width 32 inches; maximum width of a swinging leaf 48 inches; and minimum clear opening height 80 inches. (Section 1010.1.1)
 - **Field verify exit access door out of smaller space is 36" x 80".**
 - **Field verify both exit doors out of larger space are 36" x 80".**

- Pivot or side-hinged swinging doors shall swing in the direction of egress travel where serving a room or area containing an occupant load of 50 or more persons. (Section 1010.1.2.1)
 - **Actual occupancy = 14. OK.**
- There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal [2-percent slope]. (Section 1010.1.5)
 - Landings shall have a width not less than the width of the door. Doors in the fully open position shall not reduce a required dimension by more than 7 inches. Landings shall have a length measured in the direction of travel of not less than 44 inches. (Section 1010.1.6)
 - **Exterior landings required at both exit doors out of larger space.**

EGRESS ILLUMINATION

- The means of egress serving a room or space shall be illuminated at all times that the room or space is occupied. (Section 1008.2)
 - The means of egress illumination level shall be not less than 1 footcandle at the walking surface. (Section 1008.2.1)
 - Illumination shall be provided along the path of travel for the exit discharge from each exit to the public way. (Section 1008.2.3)
 - **Interior illumination required at both smaller & larger spaces.**
 - **Exterior illumination required at both exit doors out of larger space.**
- In the event of power supply failure in rooms and spaces that require two or more means of egress, an emergency electrical system shall automatically illuminate all aisles. (Section 1008.3.1, Item #1)
 - The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. (Section 1008.3.4)
 - Emergency lighting facilities shall be arranged to provide initial illumination that is not less than an average of 1 footcandle and a minimum at any point of 0.1 footcandle measured along the path of egress at floor level. Illumination levels shall be permitted to decline to 0.6 footcandle average and a minimum at any point of 0.06 footcandle at the end of the emergency lighting time duration. (Section 1008.3.5)
 - **Emergency illumination required at exit aisles through larger space only.**
 - **Emergency illumination recommended at exit aisles through smaller space.**
 - In the event of power supply failure in buildings that require two or more means of egress, an emergency electrical system shall automatically illuminate all of the exterior landings at exit doorways. (Section 1008.3.2, Item #5)
 - **Emergency illumination required at both exit doors out of larger space.**
 - In the event of power supply failure, an emergency electrical system shall automatically illuminate the electrical equipment room. (Section 1008.3.3, Item #1)
 - **Emergency illumination required in electrical equipment room.**

EXIT SIGNS

- Exits and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. (Section 1013.1)
- Exit signs are not required in rooms or areas that require only one exit or exit access. (Section 1013.1, Exception #1)
- Exit signs shall be internally or externally illuminated. (Section 1013.1)
 - **Illuminated exit signs required at both exit doors out of larger space only.**
 - **Illuminated exit sign recommended at exit access door out of smaller space.**

EXIT ACCESS

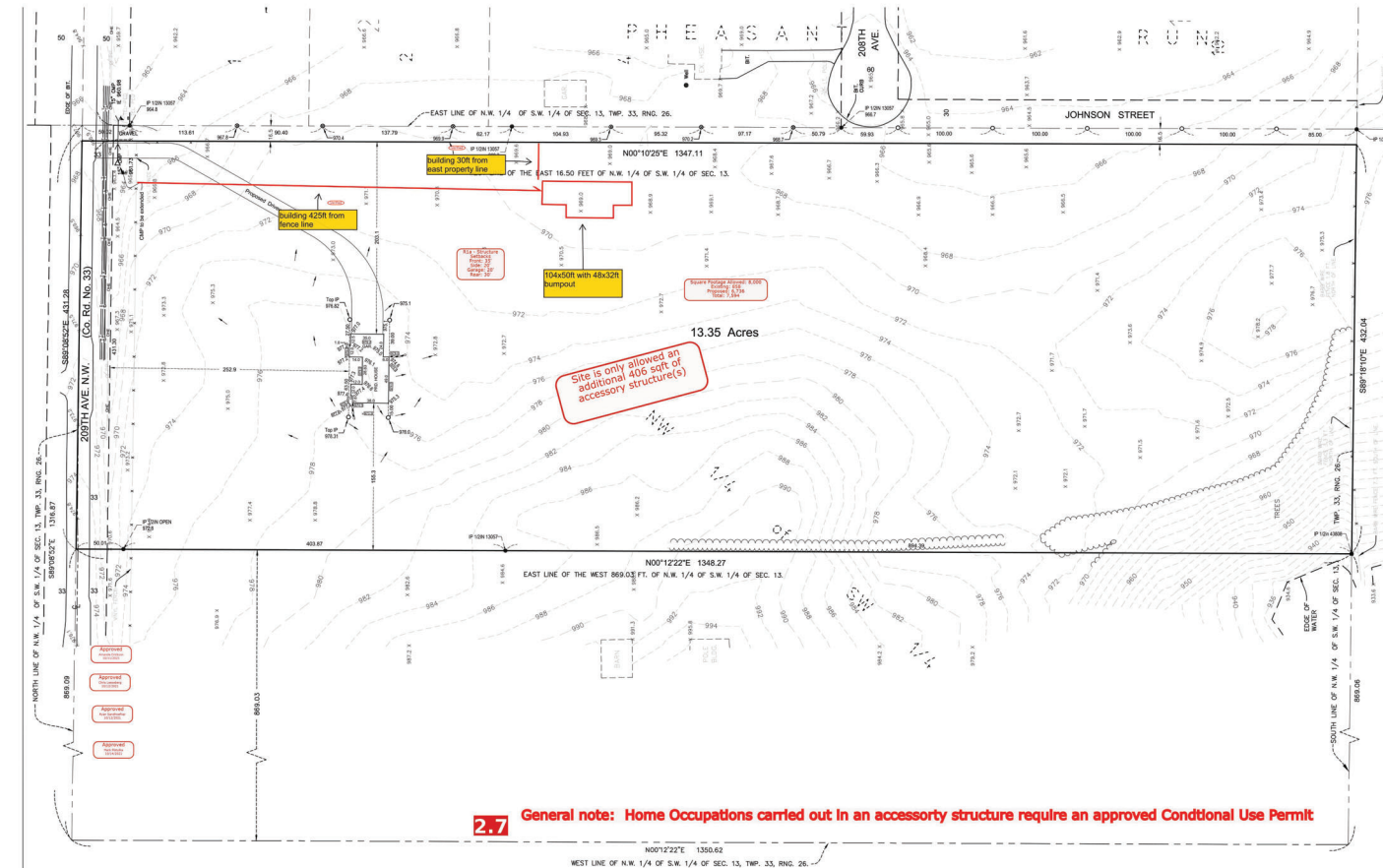
- Means of egress are not prohibited through adjoining or intervening rooms or spaces in a Group S occupancy where the adjoining or intervening rooms or spaces are the same or a lesser hazard occupancy group. (Section 1016.2, Item #2 Exception)
 - **Smaller space egress passes through larger space. OK.**

TRAVEL DISTANCE

- Group S-1, non-sprinklered.
 - Exit access travel distance = 200 feet. (Table 1017.2)
 - **Actual = 180 feet. OK.**

PLUMBING FIXTURES

- Minimum number of required plumbing fixture. (Table 2902.1)
 - Group S-1, 14 occupants.
 - Water Closet, 1 per 100 occupants.
 - Separate facilities [*for each sex*] shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or less. (Section 2902.2, Exception #2)
 - **One water closet required.**
 - Bathtubs/Showers.
 - **Bathtub/shower not required.**
 - Lavatories, 1 per 100 occupants.
 - **One lavatory required.**
 - Drinking Fountains, 1 per 1,000 occupants.
 - A drinking fountain shall not be required in buildings or tenant spaces having an occupant load of less than 50. (Table 2902.1, Footnote H)
 - **Drinking fountain not required.**
 - Service Sink.
 - **One service sink required.**



2.7 General note: Home Occupations carried out in an accessory structure require an approved Conditional Use Permit

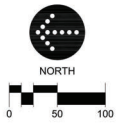
Denotes potential retaining systems that may be necessary to maintain key grading concepts and manageable slopes on the proposed lot. Final configuration and materials will be determined by builder upon final lot grading.

PROPERTY DESCRIPTION
That part of the Northwest Quarter of the Southwest Quarter of Section 13, Township 33, Range 28, lying East of the West 869.03 feet thereof, and lying West of the East 16.50 feet thereof, Stearns County, Minnesota.

PROPOSED ELEVATIONS
HOUSE TYPE: FULL BASEMENT LOOKOUT
GARAGE FLOOR ELEVATION + 979.2
TOP OF FOUNDATION ELEV. + 979.5
BASEMENT FLOOR ELEVATION + 971.5
REAR LOOKOUT ELEVATION + 974.5

SITE SYMBOLS

- SPOT ELEVATION
- PROPOSED ELEVATION
- CHANGING DIRECTION
- 12" x 12" IRON PIPE SET WITH A PLASTIC CAP MARKED #12007 OR 24332
- 1/4" DIA. SET
- IRON PIPE FOUND



CLIENT
Jason Bye
9105 RIDGE ROAD
BIG LAKE, MN 55309
TEL: 612-252-0070

MUNICIPALITY
Elk River

PROJECT
BYE PROPERTY
ELK RIVER, MN

CERTIFICATION
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.
Survey No. 2222 Date: 07/20/2022
Signature: [Signature]

REVISION HISTORY

DATE	REVISION	REVISION
07/20/2022	0000000000	000

PROJECT MANAGER REVIEW
BY: [Signature] DATE: 07/20/2022

LANDFORM
From Site to Finish

105 South Fifth Avenue Suite 313 Minneapolis, MN 55401
Tel: 612-252-0070 Fax: 612-252-0077 Web: landform.net

FILE NAME: 222219484-011 HSE.DWG
PROJECT NO: 222219484-001

CERTIFICATE OF SURVEY
SHEET NO. 1/1



Project Location Map

Jason Bye

Interim Use Permit

Case No: IU 24-01



STAFF SITE PLAN - 6/17/2024

County Road 33 (209th Avenue)

Signage identifying the business/deliveries shall be installed per county and city requirements.

All business activity shall access at the driveway only and business delivery vehicles shall not back into the site from the road.

6,750 sq.ft. max
Accessory
Structure

20,000 sq.ft. max
Outdoor Storage

No access for business
activities allowed from
cul-de-sac

208th Avenue

Sec. 30-801. Residential occupations.

- (a) *Purpose.* The purpose of this section is to provide a means, through the establishment of specific standards and procedures, by which residential occupations can be conducted in residential neighborhoods, without jeopardizing the residential character or health, safety, and general welfare of the surrounding neighborhood as well as the users of the property. In addition, this section is intended to provide a mechanism enabling a distinction between permitted residential occupations and interim residential occupations, so that permitted residential occupations may be allowed through an administrative process rather than a quasi-judicial hearing process.
- (b) *Prohibited activities.* No residential occupation (permitted or interim) shall:
- (1) Be conducted by an individual who does not reside on the property and uses the residence as a primary address for legal purposes.
 - (2) Operate between the hours of 7:00 p.m. and 7:00 a.m. Monday through Saturday and all day on Sunday.
 - a. Exception. Permitted residential occupations as outlined in section 30-801(c).
 - (3) Reduce the dimensions of accessory structure space, used for garage purposes, to less than 440 square feet where dimensions of 20' × 22' must be maintained.
 - (4) Constitute a fire hazard to neighboring residences, adversely affect neighboring property values, or constitute a nuisance or otherwise be detrimental to the neighbors because of excessive traffic, noise, glare, odor, electrical interference, vibration, dust and other nuisance or safety hazards.
 - (5) Involve any of the following:
 - a. Ammunition manufacturing.
 - b. Body shops.
 - c. Escort businesses.
 - d. Flea markets.
 - e. Gun repair and/or sales.
 - f. Hazardous materials or activities, as defined by the Minnesota State Building Code.
 - g. Machine shops.
 - h. Motor vehicle repairs, with the exception of parcels in the R1-A district on lots ten-acres or larger.
 - i. Motor vehicle sales.
 - j. Repair of internal combustion engines.
 - k. Sexually oriented land uses.
 - l. Wholesale or retail business, unless conducted entirely by courier, mail, or email.
 - m. Welding.
 - (6) Have signage greater than four square feet.
 - (7) Adversely affect governmental facilities and services, including roads, sanitary sewers, water, storm drainage, garbage service, police and fire service, sensitive environmental features, including lakes,

surface water and underground water supply and quality, wetlands, slopes, floodplains, and soils, or other.

- (c) *Permitted residential occupations.* Permitted residential occupations (occupation) shall be allowed subject to the conditions of this section, other applicable city ordinances, and state laws and statutes. Permitted residential occupations must satisfy the following criteria:
- (1) The occupation shall be carried out entirely within the dwelling unit.
 - (2) No noise, lights, odors, dust, gas, heat, vibration, glare, or other physical manifestations resulting from the occupation shall be evident beyond the boundaries of the property on which the occupation is being conducted.
 - (3) Use equipment which is not normally found in a home (such as, but not limited to, stationary power tools and salon seats), except that equipment which is typically in an office may be used.
 - (4) The occupation shall not require internal or external construction features not customarily found in single-family residential dwellings.
 - (5) A maximum of one full-time employee, or equivalent, other than those persons who customarily reside on the premises shall be employed.
 - (6) Occupations involving teaching shall not exceed two pupils at a time.
 - (7) Occupations shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.
 - (8) Occupations shall not create a parking demand more than that which can be accommodated in an existing driveway or approved surface area, where no vehicle is parked closer than 15 feet to the curb line or edge of the paved surface nor is parked within any right-of-way.
 - (9) On-site sales shall be limited to those clearly incidental to the services provided.
 - (10) There shall be no exterior evidence of the occupation such as displays or exterior storage of business equipment, materials, merchandise, inventory, and/or heavy equipment.
- (d) *Interim residential occupations.* Residential occupations that do not involve prohibited activities but do not satisfy the permitted residential occupation criteria may be allowed with approval of an interim use permit by the city council pursuant to the provisions of subdivision III of division 2 of this article.
- (1) The council may impose such specific conditions with regard to the proposed use as it considers necessary to promote compatibility with and minimize any potentially adverse effects upon adjacent properties, the neighborhood, or the city.
 - (2) Outdoor storage must satisfy the following criteria:
 - a. Shall be in the R1-A district on lots five acres or larger.
 - b. Shall follow section 30-807.
 - c. Shall be setback 50-feet or more from all existing residential structures on adjacent parcels.
- (e) *Inspections.* The city may at any reasonable time inspect the residential occupation to determine if the applicant is strictly adhering to the criteria for a permitted residential occupation or the conditions placed on an interim residential occupation.
- (f) *Revocation or expiration of an interim use permit for residential occupations.*
- (1) An approved interim use permit shall terminate when the property is sold or when a lease has expired.
 - (2) Expirations of interim residential occupations shall be as set forth in section 30-656.
 - (3) Revocation of interim use permits for residential occupations shall be as set forth in section 30-659.

(g) *Professional design services.* The applicant shall engage the services of a person licensed pursuant to Minn. Stats., Ch. 326 to verify existing/new structures meet current commercial building codes based on the use. The exceptions set forth in Minn. Stats., § 326.03, subd. 2, and Minnesota Rules, part 1800.5900 shall apply to this section.

(h) The property owner is responsible for the operations of the residential occupation and any liability related thereto.

(Ord. No. 23-24, § 3, 11-20-2023)

Editor's note(s)—Ord. No. 23-24, § 3, adopted November 20, 2023, repealed the former § 30-801, and enacted a new § 30-801 as set out herein. The former § 30-801 pertained to home occupations and derived from the Code of 1982, § 900.25; Ord. No. 05-09, § 2, adopted April 4, 2005; Ord. No. 14-16, § 1, adopted November 17, 2014; Ord. No. 19-11, § 1, May 20, 2019.

Cross reference(s)—Licenses and business regulations, ch. 38.

Sec. 46-31. Statement of purpose.

The purpose of this article of the Code is to prohibit certain conduct that is harmful to the health, safety, and welfare of the community and to prevent and abate nuisance conduct, events, characteristics or conditions and their deleterious effects on city. The council finds that excessive noise, disruption and other public nuisance activities are injurious to the public health, safety and welfare and interfere with the quiet enjoyment of life and property.

(Ord. No. 23-12, § 1, 6-5-2023)

Sec. 46-34. Public nuisances.

(a) The following are declared to be public nuisances:

- (1) All ponds or pools of stagnant water.
- (2) All decayed or unwholesome food offered for sale to the public.
- (3) Privy vaults and garbage cans which are not flytight and trash receptacles of insufficient size so as to not eliminate the storage of trash outside the covered receptacle.
- (4) The effluent from any cesspool, septic tank, or sewage disposal system discharging upon the surface of the ground.
- (5) Accumulations of manure, trash, household items, or other debris.
- (6) The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste or other substances.
- (7) All noxious weeds and other overgrown vegetation upon public or private property.
- (8) Dense smoke, noxious fumes, gas and soot, or cinders in such quantities as to render the occupancy of the property itself, or any other property, uncomfortable to a person or ordinary sensibilities.
- (9) Accumulations or storage in the open (i.e., not contained within a building) of any of the following items or any parts or accessories thereto:
 - a. All dangerous unguarded machinery, in any public place, or so situated or operated on private property as to attract the public;
 - b. Household appliances or furnishings;
 - c. Any motor vehicle which is inoperable, not currently licensed, or generally is not being driven.
 - d. Items which are not generally or normally used on the particular premises;
 - e. Firewood which is not neatly stacked;
 - f. Any other materials or items of any kind or nature which tend to harbor rats, mice, snakes, or vermin or otherwise a potential fire, health or safety hazard from such accumulations;
 - g. Pipe, lumber, forms, machinery, or other occupational materials kept up any property for more than 30 days except when in current use in construction or repair work; and
 - h. Accumulations of any items that tend to cause unsightly appearance of the premises and which cause discomfort for any other members of the public who may be using their own or public property.
 - i. The outside storage of pipe, lumber, forms, machinery, or other occupational materials upon property in a residential district and covering more than one percent of the total lot area of such property.
 - j. Dumpsters, bag dumpsters, and other rubbish containment containers (excluding standard trash and recycling bins used in conjunction with normal household or business operations) used for the disposal of garbage, trash, rubbish, etc. must be located on a paved or gravel surface and may not be placed within the public right-of-way.
 1. Dumpsters, bag dumpsters, and other rubbish containment containers are limited to 30 days within a calendar year, unless being utilized in conjunction with an active building

permit for a temporary service such as a construction or remodeling project benefitting the premises.

- (10) Violations of the International Property Maintenance Code or state building code which exist on the exterior of the property and create a potential fire, health or safety hazard.
- (11) Violations of the International Property Maintenance Code or state building code which cause unsightly appearance of the premises, and which cause discomfort for or interfere with any other members of the public and their use and enjoyment of their own or public property.
- (12) The improper storage of containers for the storage of waste.
 - a. For single-family dwellings, appropriate waste containers may be stored in the rear of the premises, may be stored in the side yard if screened from the street and adjoining properties, or may be stored within any structure located on the premises.
 - b. For commercial or multi-family residential buildings, appropriate waste containers may be stored in the rear of the premises or within any structure located on the premises. All trash areas that are visible from any public right-of-way will be screened on all sides. Trash or trash containers must not exceed the height of the screening. Required screening will be at least 95 percent opaque throughout the year, unless otherwise specified. Screening will be designed to be compatible with the architectural treatment of the principal building.
- (13) All signs, awnings, wires and other structures over the streets or sidewalks so situated or constructed as to endanger public safety.
- (14) The allowing of rainwater, ice, or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.
- (15) Wastewater, excepting that of natural runoff rainwater or snow, which is cast upon or permitted to flow upon or over streets or other public property.
- (16) Any well, hole or excavation left uncovered or in such other condition as to constitute a hazard to a person being or coming upon the premises where the well, hole or excavation is located.
- (17) To own or have control of property or a building thereon which property or building has incomplete landscaping or exterior appearance and for which no building permit for construction work has been issued within the preceding 12 months.
- (18) All buildings, walls and other structures which have been damaged by fire, decay or otherwise, and which are so situated as to endanger the safety of the public.
- (19) To permit or suffer to be or remain offensive, hurtful, dangerous, unhealthy or uncomfortable to any person or neighborhood any sewer, private drain, sink, pool, cesspool, outhouse, privy vault, putrid or unsound flesh, meat, fish, skin, carcass, garbage (except in otherwise authorized containers), stagnant water, vegetable matter, weeds, rodents, vermin, rubbish, swill, offal, metal cans, ashes, litter, yard cleanings (except as otherwise authorized), or other unwholesome or offensive substance, liquid or other thing, in or upon premises or land occupied by or under the control of the party allowing such a condition.
- (20) To permit or allow upon one's private property a tree which is dead, diseased or otherwise not maintaining foliage on more than 50 percent thereof in the growing season.
- (21) For any person to urinate or defecate on public or private property other than in facilities provided for such functions.

-
- (22) All gambling devices, except those gambling devices known as paddlewheels or tipboards or apparatus used in conducting raffles, provided that a license to operate such gambling device has been obtained in accordance with the provisions of chapter 38, article V.
 - (23) Betting, bookmaking, and all apparatus used in such occupations.
 - (24) All trees, hedges, billboards, or other obstructions that prevent persons from having a clear view of all traffic approaching an intersection.
 - (25) The outside piling, storing, or keeping of old machinery, junk, junk vehicles or inoperable vehicles, unlicensed vehicles, car parts, debris, trash, or abandoned motor vehicles as defined by Minn. Stat. ch. 168B, regardless of whether such items are located on the ground or on a trailer.
 - (26) The outside storage of boats or other items that do not comply with the following requirements:
 - a. When stored outside, boats (except pontoon boats) shall be stored on a trailer designed for transporting the model, type, and size of boat on the trailer.
 - b. Covering items with a tarp or other covering not specifically designed for the items beneath the covering does not abate the nuisance.
 - (27) The placing or throwing on any street, alley, road, highway, sidewalk or other public property of any glass, tacks, nails, bottles or other substances which may injure any person or animal or damage any pneumatic tire when passing over such substance.
 - (28) The parking of a truck tractor and/or trailer, or other commercial type vehicle, excluding pickup trucks or vans, in excess of 7,000 pounds gross weight, on:
 - a. Public property within an area zoned residential; and
 - b. Residential lots in all zoning districts below two and one-half acres in size, unless a residential occupation has been granted, provided the vehicle is parked on an approved surface, and all other provisions of the city code are complied with.
 - (29) The idling of a truck tractor in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15.
 - (b) In the enforcement and interpretation of this section, the city shall take into account the fact that there is significant diversity of uses in the city, particularly the fact that substantial portions of the city are agricultural lands. Some of the listed nuisances may not be deemed to be nuisances when they are reasonably conducted and related to productive agricultural use of land.

(Ord. No. 23-12, § 1, 6-5-2023; Ord. No. 23-24, § 12, 11-20-2023)

Cross reference(s)—Offenses involving public safety, § 50-91 et seq.



David A. Roedel
Assistant Public Works Director

Sherburne County Government Center
13880 Business Center Drive
Suite 100
Elk River, MN 55330-4668
(763) 765-3000
1-800-433-5228

June 5, 2024

To: Elk River Planning Department

RE: IU 24-01 Jason Bye – 10208 209th Avenue NW
Interim Use Permit for residential occupational with outdoor storage.

1. No concerns with the proposed Interim Use Permit. After reviewing the site plan and narrative provided, I do not see the proposed activity will compromise the safety of the County Road. I am not anticipating the number of vehicles entering or exiting the site daily to exceed 100 trips. That would be the threshold for requiring a right turn lane into the property.

It has been brought to my attention that delivery vehicles are currently stopping on County Road 33 and are backing up on the roadway to enter the site. This is a safety concern and is not allowed. If the reason is backing for deliveries, a turnaround area should be provided on the interior of the site. If delivery drivers are not recognizing the business location, I would request specific signage be added that identifies the business and deliveries (with arrow). The sign would need to be located 50' from centerline of the road, outside future right of way. Signing would be per the City of Elk River requirements.

I would ask the Interim use permit to have language that identifies backing of vehicles on the county road is not allowed and this be a condition set forth in the permit. If the applicant does not abide by the conditions this would be grounds for revocation of the Interim Use Permit.

Please contact me if you have any questions.

David A. Roedel, PE

Assistant Public Works Director / Deputy County Engineer

CITY OF ELK RIVER
SHERBURNE COUNTY

INTERIM USE PERMIT
Case No. IU 24-01

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants an Interim Use Permit (“Permit”) requested by Jason and Nicole Bye for the following use:

**Residential Home Occupation Interim Use Permit for an
Accessory Structure with Outdoor Storage at
10208 209th Ave. NW, Elk River, Minnesota**

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

That part of the Northwest Quarter of the Southwest Quarter lying East of the West 869.03 feet thereof and lying West of the East 16.50 feet thereof, Section 13, Township 33, Range 26. Sherburne County, Minnesota.

Owner. Owner of the Subject Property at time of the approval of the Permit:

Jason T. Bye and Nicole M. Bye, owners

Conditions. The Interim Use Permit is issued subject to the following conditions to satisfy the standards set forth in 30-658 (c):

- 1. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any interior commercial activities can occur.**
- 2. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional.**
- 3. The fenced outdoor storage area shall be:**
 - a. Limited to 20,000 square feet.**

- b. Fenced with a 6-foot tall 100% opaque fence with gates, to be closed when not in use.
- 4. The fenced outdoor storage area must be paved with an approved surface (Class 5, concrete, asphalt, or crushed concrete/asphalt).
- 5. The following shall be located within the fence outdoor storage area:
 - a. All equipment, vehicles, and products related to the business.
 - b. Garbage and recycling dumpsters.
 - c. All business/employee parking.
 - d. Portable outhouses.
 - e. Deliveries.
- 6. Dumpsters with lightweight materials shall be covered when not in use.
- 7. Except for company vehicles, equipment, and enclosed trailers, no materials or products can be stored higher than the top of the outdoor storage area fence.
- 8. The hours of operation shall be limited to 7:00 a.m.-7:00 p.m. Monday through Saturday.
- 9. Exterior lighting on the accessory structure and in the outdoor storage area shall comply with Section 30-937.
- 10. Dust control measures shall be used in the fenced yard area.
- 11. A stormwater retention pond, if required, shall be reviewed by city staff and installed in accordance with all applicable plans.
- 12. Outside of routine maintenance/repair completed only by the property owner, there shall be no major repair/maintenance of company vehicles/equipment on site. Routine maintenance/repair shall only occur inside the building with all doors and windows closed.
- 13. Shall not be serviced by delivery vehicles larger than 26,000 pounds gross vehicle weight.
- 14. Access to the subject parcel, for business activities, shall occur only at the single driveway located on 209th Avenue/County Road 33.
- 15. Business delivery vehicles shall not back into the site from 209th Avenue/County Road 33.
- 16. Signage identifying the business/deliveries shall be installed per county and city requirements.
- 17. An amendment to this Interim Use Permit will be required for future expansions/additions not shown on the staff site plan dated June 17, 2024.
- 18. The idling of a truck tractor or other business equipment in excess of 15 minutes from April 16 through October 31, and 30 minutes from November 1 through April 15, is prohibited.

Termination of Permit. The Permit shall remain in effect only for so long as the conditions set for the herein are complied with. The City may revoke the Permit following a public hearing for violation of the terms and/or conditions set forth in the Permit.

Lapse. If within two (2) years of the issuance of the Permit the proposed work described in a conditional use permit has not been substantially completed, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period determined by the council on the receipt of a request for a permit

Jason Bye Interim Use Permit



SITE

209th Ave

75-00588-0205

75-00588-0210

Hoover Street
↓

75-00113-3202

208th Avenue

75-00588-0145

Hoover Court

75-00588-0140

125

Background

- Zoned R1a, ~13 acres
- Requesting IUP to utilize both:
 - Accessory Structure (~6,750 sqft)
 - Outdoor Storage (20,000 sqft)
- For indoor/outdoor storage, receiving deliveries, equipment storage, and employee parking



fence extension

75-113-3202

Material storage

Fence is approx 120ft
wide from east
property line

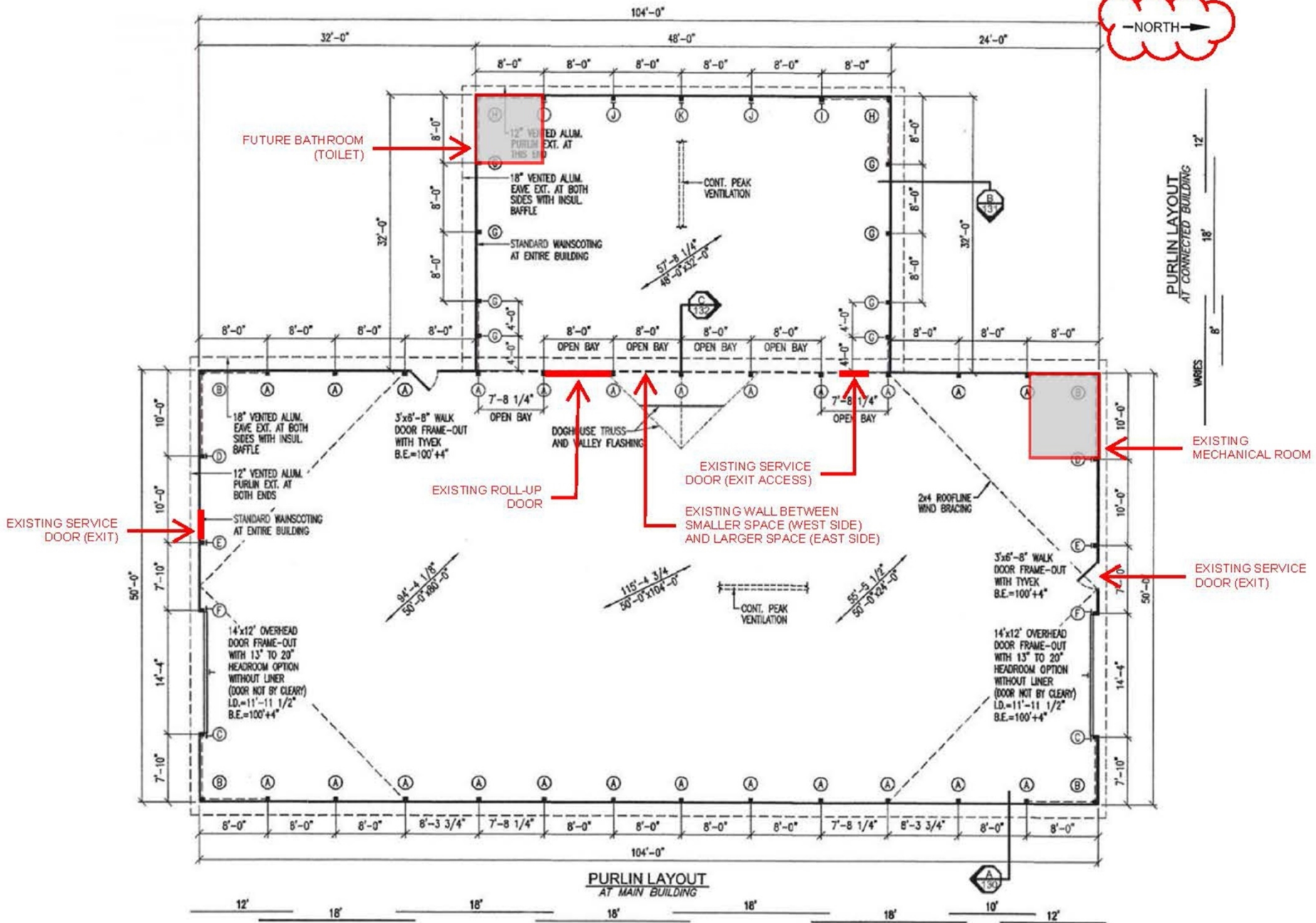
dumpsters

Fence is aprox 165ft
south from back of
outbuilding

planned fence
extension

75-588-0220

equipment parking



Background

- The applicant is the co-owner of Rothmeyer TEC, a wireless construction company
- Specializes in cellular equipment construction
 - Telecommunication towers
 - Electrical work and connections
 - Civil construction services preparing the sites
- Not requesting approval for production or manufacturing

Background

- Proposed business employs 10–20 employees
 - A few will be on site during the day
 - The rest will meet on the job site
- Employee vehicles will be parked in the outdoor storage area and could be on site for numerous days
- Deliveries - most often by a flatbed truck or Amazon type trucks

Background

- Nearest house to the proposed outdoor storage area is approximately 80-feet (50-feet required)
- Applicant installed about 220-feet of fencing near the west property line to screen the screened outdoor storage area from the adjacent property



35.42

50.46

80.74

65.63

ST NW

10189 208TH
AVE NW



Planning Commission

- Asked if structure was being used and can an IUP be revoked?

Public hearing neighbors:

- Concerns with past practices/use
- Read three ordinance sections
- Concerns with the city process
- Vehicles stopping on County Road is dangerous
- Asking for the same thing as the 2023 CUP
- Delivery vehicle weight
- Is it fair a business can run 12 hours a day 6 days a week in a residential district?

Planning Commission

Public hearing applicant:

- Further explained his request and addressed speculations
- Operation is consistent with other businesses with outdoor storage/accessory structures near his property
- Now lets his employees drive company vehicles home, fewer business and employee vehicles on site
- Owns a semi-truck which he is allowed to have on the property
- Has no concerns with the recommended conditions

Planning Commission

- Commission had concerns about the proximity to the house to the east
- Understood the updated residential occupation ordinance codified a 50-foot setback

Planning Commission

- PC analysis of the application shows compliance with all nine (9) of the standards required for approval of the IUP
- While they had concerns about the proximity of the house, they unanimously recommended approval
 - Stating conditions are in place to mitigate impacts on neighboring properties

Sherburne County

- Reviewed the application
- Does not have concerns with the proposed IUP activity
- The use will not compromise the safety of the county road
- Agree vehicles stopping on the road is a safety concern
- Suggested two additional conditions
 - Delivery vehicles shall not back into site
 - Signage identifying the business/deliveries

Action Requested

- Recommend, by motion, approval of an IUP with the 18 conditions to satisfy the standards set forth in Section 30-658 (c)



fence extension

75-113-3202

Material storage

Fence is approx 120ft
wide from east
property line

dumpsters

Fence is aprox 165ft
south from back of
outbuilding

planned fence
extension

75-588-0220

equipment parking



35.42

50.46

80.74

65.63

ST NW

10189 208TH
AVE NW





SITE

209th Ave

75-00588-0205

75-00588-0210

Hoover Street
↓

75-00113-3202

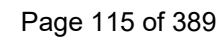
208th Avenue

75-00588-0145

Hoover Court

75-00588-0140

125



Applicable Regulations #1

The period of time for which the interim use permit is to be granted will terminate before any adverse impacts are felt upon adjacent properties.

- Section 30-801 states an approved IUP shall terminate when the property is sold or when a lease has expired
- Although termination does not guarantee adverse effects will not affect nearby properties
 - The outdoor storage ordinance regulations and the recommended conditions strive to prevent this outcome

Applicable Regulations #2

There is adequate assurance that the property will be left in suitable condition after the use is terminated.

- The detached accessory structure and fenced-in area, the areas being reviewed, are currently located on the parcel
- Common items on a residential parcel
- If the IUP is terminated, the site will be left in a suitable condition

Applicable Regulations #3

The use is similar to uses allowed in the zoning district in which the property is located.

- Outdoor storage is allowed with an IUP
 - On properties 5-acres or larger
- Subject property is well above the required minimum (13.34 acres)
- The city has approved residential occupations with outdoor storage areas

Applicable Regulations #4

The date or event that will terminate the use can be identified with certainty.

- Yes, the ordinance states an approved IUP shall terminate when the property is sold or when a lease has expired

Applicable Regulations #5

Authorizing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future.

- There are no extraordinary features to the request
- If the public were to take over the property
 - No additional costs would be imposed on the public

Applicable Regulations #6

The applicant and user agree to all conditions that the city council deems appropriate for authorization of the interim use.

- This will be determined at the City Council meeting

Applicable Regulations #7

The applicant provides assurances deemed adequate by the city council that the use will terminate as provided in the interim use permit. The city council may require the applicant to deposit a cash amount with the city, or provide some other form of security, to ensure compliance with this criteria.

- Again, the ordinance states an approved IUP shall terminate when the property is sold or when a lease has expired
- A cash deposit does not appear to be necessary to comply with the criteria

Applicable Regulations #8

Authorization of the interim use will not result in adverse effects on the public health, safety, or welfare.

- The residential occupation ordinance has predetermined criteria:
 - Acceptable lot sizes
 - Distances from existing neighboring structures
 - Outdoor storage ordinance/regulations
- These, along with the proposed conditions should help to ensure no adverse affect to the public health, safety, or welfare

Applicable Regulations #9

The proposed interim use is consistent with the City of Elk River Comprehensive Plan and conforms to the city's zoning regulations.

- The use is consistent with the Comp Plan
- Guides property as Rural Residential
- Single family uses, with residential occupations, are allowed in the zoning district



City of Elk River City Council

Resolution 24-_____

A Resolution of the City Council of the City of Elk River Denying the Interim Use Permit Request for a Residential Occupation at 10208 209th Ave NW

WHEREAS, Jason Bye, (“Applicant”), has applied (“Application”) for an Interim Use Permit (IUP) (Case No. IU 24-01) to allow for outdoor storage and accessory structure use for a residential occupation at his residence, 10208 209th Ave NW, Elk River, MN (“Property”); and

WHEREAS, the record in this matter shall include all of the materials submitted to the Planning Commission and City Council in connection with the IUP Application; including the staff reports and all attachments thereto, all other written materials submitted to the Planning Commission and City Council, and all staff presentations and other testimony taken at the public meetings considering the Application for the IUP, all of which is incorporated in and made a part of the findings of fact and this resolution; and

WHEREAS, the Planning Commission held a public hearing on May 28, 2024, to receive testimony and evidence from city staff, the Applicant and any other persons regarding the Application; and

WHEREAS, the Planning Commission recommended approval of the Application with the inclusion of eighteen (18) proposed conditions to ensure compliance with the necessary standards; and

WHEREAS, the City Council held a public hearing on June 17, 2024, to receive testimony and evidence from city staff, the Applicant and any other persons regarding whether the Application should be approved; and

WHEREAS, the Applicant and all others wishing to speak were given the opportunity to present testimony to the Planning Commission and City Council; and

WHEREAS, the City Council, at the conclusion of its June 17, 2024, public hearing on the Applicant’s Application, directed staff to prepare a resolution making findings of fact denying the Application as the request does not satisfy standards three, eight, and nine required for issuance of an IUP.

NOW, THEREFORE, the City Council of the City of Elk River makes the following:



FINDINGS

1. The Property is zoned R-1a (Single-Family Residential) where residential occupations with outdoor storage or accessory structure use are allowed according to the standards outlined in City Code § 30-801.
2. City Code § 30-801(c) outlines the standards for permitted residential occupations, and § 30-801(d) outlines the Interim Residential Occupation process for uses that exceed the permitted standards described in 30-801(c).
3. City Code § 30-801(b)(4) provides that no residential occupation (including interim) may “adversely affect neighboring property values or constitute a nuisance or otherwise be detrimental to the neighbors because of excessive traffic, noise, . . . vibration, dust or other nuisance or safety hazards.”
4. City Code § 30-801(b)(5) specifically prohibits body shops, machine shops, and hazardous materials or activities, as defined by the Minnesota Building Code.
5. City Code §30-801(c) states that permitted residential occupations must be carried out entirely within the dwelling unit and shall not include outdoor storage.
6. The Application includes outdoor storage and use of an accessory structure. It is therefore not a permitted residential occupation and requires an IUP in accordance with City Code § 30-801(d).
7. The Applicant submitted an IUP application, Case No. IU 24-01. The Application was deemed complete and scheduled for review by the Planning Commission and City Council.
8. The Application requests an IUP to utilize an existing 20,000 square foot fenced area and an accessory structure for indoor and outdoor storage. The Application does not request production or manufacturing on the Property, however, the Applicant is requesting storage for a business that occurs off site, which results in the Applicant receiving multiple deliveries per week, equipment storage, and employee parking for a business specializing in cellular equipment construction.
9. IUP’s must comply with the standards as outlined in § 30-658.
10. City Code § 30-658(c) provides for analysis and findings required to be the grant of an IUP. The Application and proposed use does not meet all required findings in City Code § 30-658(c)(1)-(9) as provided below:

(1) The period of time for which the interim use permit is to be granted will not terminate before any adverse impacts are felt upon adjacent properties.

City Code § 30-801 provides that an IUP terminates when the property is sold or the lease expires. This time limit is indeterminate and cannot prevent future adverse impacts here because the Property already has nearby neighboring residential uses. The proposed is not simply for outdoor storage for use on site by the Applicant, but as a storage yard for an off-site business,



which will and does result in numerous visits by employees daily to retrieve items stored on the Property. The use also requires numerous deliveries which requires delivery traffic stopping on, and blocking, the roadway to make deliveries to the site. The residential character of the area will be impacted by a more industrial zone type use and will be immediately adversely impacted by a permit approval.

(2) There is adequate assurance that the property will be left in suitable condition after the use is terminated.

There is no indication that the proposed structure and fence will cause adverse impact to the Property if the use is terminated.

(3) The use is similar to uses allowed in the zoning district in which the property is located.

The Property is currently within an otherwise quiet residential area. Although City Code can allow outdoor storage and accessory building use on properties larger than 5 acres in the R-1a district, the proposed operation involves potentially 10-20 employees, and an amount of parking, storage, noise, and traffic beyond what is found in the R-1a rural residential district. The proposed operation will receive numerous large deliveries and trash pickups. The scope of the proposed operation is far more industrial and commercial than other uses found in the zoning district, is greater in impact than the simple outdoor storage contemplated within the Code, and goes beyond the residential character found in the R-1a rural residential zone. Some of the proposed conditions to mitigate safety impacts, including signage to identify the property and limit traffic impacts, themselves depart from the residential character of the zoning district. While not exactly the same, the use is more similar to those expressly prohibited by City Code § 30-801(b)(5) such as body shops, machine shops, and hazardous materials or activities, as defined by the Minnesota Building Code

(4) The date or event that will terminate the use can be identified with certainty.

The IUP shall terminate on sale or lease termination, with certainty, but the date is not certain.

(5) Authorizing the use will not impose additional costs on the public if it is necessary for the public to take the property in the future.

Some of the proposed conditions necessary to address safety concerns, including the on-site turnaround area for delivery trucks, would potentially lock in the layout of the Property such that any public acquisition, for potential expanded roadway, for example, would impact the business as a whole. This situation, combined with the intensity of the business use and the volume of commercial traffic, would likely substantially increase the cost of any acquisition by a governmental entity. This is particularly relevant given that this property is on the Twin Lakes Road Corridor identified in the City's Comprehensive plan as a target for capacity improvement to support residential subdivision development; not only would the use increase the cost



of acquisition but such acquisition is more likely to occur within the lifetime of the IUP.

(6) The property owner or lessee agree to all conditions that the city council deems appropriate for authorization of the interim use.

The applicant has stated he would agree to all recommended conditions.

(7) The applicant provides assurances deemed adequate by the city council that the use will terminate as provided in the interim use permit. The city council may require the applicant to deposit a cash amount with the city, or provide some other form of security, to ensure compliance with this criteria.

The use will terminate with the sale of the Property, a time that is clear enough that no further assurances would be necessary.

(8) Authorization of the interim use will not result in adverse effects on the public health, safety, or welfare.

The use has generated noise disrupting the welfare of neighboring properties while operating without a permit, and this noise may begin again if approved. Given the number of vehicles accessing and parking at the property, and the number of employees involved, there is no way to prevent this adverse impact to the neighboring area. The operation requires frequent large deliveries, generating substantial commercial traffic in an area without the infrastructure to accommodate the traffic, nor intended to have such traffic. Because of the location of the proposed use, this commercial traffic is also mixed with residential traffic. This leads to potentially dangerous vehicle trips, and delivery vehicles stopping on and impeding the roadway. Sherburne County Public Works acknowledged concerns with delivery traffic stopping on, and blocking, the roadway to make deliveries to the site. These conditions create an adverse effect on public health and safety. Although traffic conditions or signage could be altered to attempt to reduce these dangers, given the volume and size of traffic the impact cannot be eliminated. Although neighborhood sentiment alone is not a basis for the Council's decision, the neighbor's statements provide compelling further evidence for the Council's finding that this proposed use will generate excessive traffic and noise—because it already has done so.

(9) The proposed interim use is consistent with the City of Elk River comprehensive plan and conforms to the city's zoning regulations.

The level of impact and intensity of this use is not consistent with the City's comprehensive plan. The Property is zoned R-1a, rural residential single-family. Under the comprehensive plan, it is guided for "Traditional Single-Family Residential." It is also within the proposed Urban Service Extension Area for development in the near future, and it is along the Twin Lakes Road Corridor, which is further targeted for capacity improvements to support residential subdivision development. A commercial use generating this volume of commercial traffic, as well as noise and the intensity of the business storage, parking, and trash generation, is not compatible with the



guidance under the comprehensive plan. It will create adverse impacts on the proposed development course under the comprehensive plan and frustrate the orderly development of the Property and neighboring areas under the comprehensive plan. Given the intensity of the proposed use and the nature of the proposed use as a commercial construction operation, these adverse impacts cannot be mitigated by imposing conditions because they are incompatible with the future development plans for the area.

11. Taking into consideration all of the testimony and evidence received, including statements from the applicant and neighbors, staff reports, the findings of the Planning Commission, and the memorandum from Sherburne County, the City Council finds that the Applicant's proposed goes beyond mere Outdoor Storage, and will have significant impacts upon safety and the quiet enjoyment in a residential zone. The Applicant has not established that he has met the requirements for an IUP. The permit would not be in the public interest.

DECISION

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELK RIVER, MINNESOTA, based upon the information received and the above Findings, the City Council of the City of Elk River hereby denies the Interim Use Permit Application IU 24-01 for a residential occupation at 10208 209th Avenue NW, Elk River, MN.

Passed and adopted this 15th day of July, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.8

Meeting Date
July 15, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
City of Elk River Towing Agreement 24-18

Reviewed by
Darren McKernan
Cal Portner
Tina Allard

Action Requested

Approve, by motion, a Towing Agreement 24-18 between the City of Elk River and Collins Brothers Towing.

Background/Discussion

On June 7, 2024, the city released a Request for Proposals for towing, impounding, and storage of motor vehicles.

The proposal due date was June 21, 2024, and the city received three proposals; Collins Brothers Towing, Bob's Towing and Recovery, and Burda's Towing.

Per the RFP, each proposing company was scored based on 12 categories. The results are as follows:

- Burda's Towing - 40 points
- Collins Brothers Towing - 35 points
- Bob's Towing and Recovery - 25 points

The performance standards ranged from charges for towing passenger vehicles including cars, light trucks (3/4 ton or less), vans, utility vehicles, four-wheel drive vehicles, motorcycles, and recreational vehicles (including ATVs, snowmobiles, and mini bikes) to administrative fees. Bob's Towing and Recovery and Burda's Towing did not satisfy number three of the terms and conditions; needing to have all storage and parking lot facilities and all equipment to be used within the corporate limits of the City of Elk River.

Following a formal scoring process of both proposals, staff recommends the city enter into a three-year contract with Collins Brothers Towing.

Financial Impact

None

The Elk River Vision

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



Mission/Policy/Goal

Elk River Mission

Attachments

1. Request for Proposal from Bob's Towing and Recovery
2. Request for Proposal from Burda's Towing
3. Request for Proposal from Collins Brothers Towing
4. Towing Agreement



REQUEST FOR PROPOSAL RESPONSE

Bob's Towing & Recovery Inc. wants to extend its appreciation and gratitude to the Elk River Police, Fire, and Public Works Departments as well as the City Council and City Administration Staff related to the Request for Proposal for Towing, Impounding and Storage of Motor Vehicles for the City of Elk River. We are excited about this opportunity and looking forward to potentially working with all of you closer.

Our proposal includes a leadership introduction, overview of our ability to meet the requirements of the proposal, an overview of our current and future fleet, and pricing details for the proposed work.

At Bob's Towing & Recovery Inc., Ethics, Integrity, Attention to Detail, and Overall Professionalism are key areas that set us apart from the incumbent as well as others within this industry.

We are confident that our proposal will indicate our commitment to providing the City of Elk River the best possible solution for Towing, Impounding and Storage of Motor vehicles. We are dedicated to providing the highest level of service ethically, at a reasonable price while ALWAYS meeting the requirements within the forthcoming contract.

Thank you for your consideration of our proposal and look forward to progressing through the process.

A handwritten signature in black ink, appearing to read "Nick Christenson".

Nick Christenson
President & Owner
Bob's Towing & Recovery Inc.



Leadership Introduction

Nick Christenson

Nick Christenson is the President and Owner of Bob's Towing & Recovery. With over 20 years' experience in this industry Nick has shown a lifelong commitment to doing business ethically while serving both customers and municipalities throughout Sherburne and Wright Counties. Nick has served on the Board of Directors for the Minnesota Professional Towing Association and continues to participate and foster growth within the industry. Nick is also a member of the Towing and Recovery Association of America and continuously lobbies for employee safety throughout the industry. Outside of owning and operating the business, Nick is a Captain on the Big Lake Fire Department following in this family's legacy of serving within the community. Nick has previously held public office being a member of the Big Lake City Council learning many aspects of how local government works and functions.

David Just

David is the General Manager and responsible for the day-to-day operations at Bob's Towing & Recovery. David started with us in 2020 after holding multiple leadership roles at various organizations, most recently Best Buy. David has a long history of giving back to the community, previously being a part of the Big Lake Police Reserve Officer program as well as a leader on the Emergency Response Team at the Best Buy Corporate Campus. David is a member of the Towing and Recovery Association of America.



Overview of Terms and Conditions

Bob's Towing & Recovery is committed to meet and exceed the Terms and Conditions set forth in the Request for Proposal. In each section we will outline the Terms and Condition and provide a response as part of our proposal.

Requirements:

1. To qualify for consideration under these terms and conditions, the service's proposal must state all satisfactory equipment the towing service owns, plans to buy, or is planning to rent at the time the proposal is submitted. The proposer must also have direct access to trained, available personnel at the time the contract begins, to provide immediate service as ordered by the authorized city officials. The qualifying of proposals to meet this will be permitted, such as the acquisition of equipment being dependent upon proposal selection, etc. Failure to have or have access to the listed equipment when the contract commences will void the contract.
 - a. **Response:** Bob's Towing & Recovery has equipment that exceeds the requirement set forth. In the next section, we will outline our current equipment and our future capital investments. All our existing employees are fully trained. We will be adding additional head count to support this account.
2. The successful service must own or have available within city limits of Elk River the following equipment as a minimum:
 - a. **Response:** Bob's Towing & Recovery plans to reallocate resources to have the required assets available within the city limits to support the contract. All the required equipment Bob's Towing & Recovery Inc either currently owns or leases. No additional equipment would need to be purchased to satisfy this proposal.
3. To be considered for selection, all storage and parking lot facilities and all equipment to be used by the service under this contract must be located within the corporate limits of City of Elk River, MN 55330. The storage and parking lot facilities must meet all applicable state building code, municipal license and zoning requirements, including those relating to screening and landscaping.
 - a. **Response:** Bob's Towing & Recovery Inc currently has an established impound lot in the City of Elk River. Upon awarding the proposal to Bob's Towing & Recovery Inc, we will be looking to quickly acquire or lease dedicated space to support the contract.
4. The facilities proposed in this contract must have the capability of storing a minimum of one (1) vehicle inside and storage for a minimum of fifteen (15)



vehicles outside. Inside storage will be necessary when so directed by an authorized official of the city as identified in these terms and conditions. When directed to store a unit inside, such direction may be accompanied by certain instructions for security measures to be employed. The security responsibilities become the responsibility of the storing agent while the unit is in his/her keeping. The secure storage lot shall have cameras, appropriate lighting, fenced, and only be accessible to employees of tow service.

- a. **Response:** Our current impound lot previously met the City of Elk River's requirements for impounding but falls short of the updated requirement. Upon awarding us the contract, we will quickly acquire or lease a new space that fully exceeds the requirements.
5. The tow service shall assume full responsibility for the conduct of all employees. The tow service guarantees that all the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use decent language, free of profanity, and always treat the public courteously. Request for service from the Elk River Police Department must be given first priority by all towing dispatchers serving as agents for the tow service.
 - a. **Response:** Bob's Towing & Recovery Inc. has enough staff to take on this contract. We will also add additional head count to support the contract. We take pride in our professionalism. In times of conflict, we always take the high road and have received praise in the past from both the ERPD and State Patrol for the professionalism our employees show over the incumbent service provider.
6. The tow service will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized city representative turning the vehicle over to the service and until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.
 - a. **Response:** Agreed.
7. The tow service must agree to maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Chief of Police and records are to be available at all times for inspection by authorized city officials. The records must include a copy of the police impounding report. A report shall be submitted monthly to the Chief of Police detailing all vehicles towed for the city and charges incurred during that current month. All contents of such reports shall meet the approval of the Chief of Police.
 - a. **Response:** Bob's Towing & Recovery Inc utilizes the popular application Towbook. Towbook holds and maintains all records for impounded



vehicles. Impounding reports are kept at the local office & digitally within the call record like other agencies in the area. The reporting requirement are easy, we would like to understand more requirements of how the Chief of Police would like to see the reporting.

8. All vehicles towed or impounded are to be released only upon receipt of the proper legal release form to be issued by the Elk River Police Department, except for private tows. In special cases, a verbal release may be given by the Elk River Police Department. The release form will then include the name of the department official that approved the release.
 - a. **Response:** This is the same process we do today with other agencies.
9. While performing under this contract and under these terms and conditions, a tow service employee must be present at the storage facility to release vehicles to authorized persons Monday through Friday, between 8:30 a.m. and 4:30 p.m. (excluding legal holidays). On Saturdays, Sundays, and legal holidays, the service must be available between 12:00 p.m. (noon) and 2:00 p.m. by appointment only. It is not necessary that a tow service employee be physically present at the storage facility, but the city must be able to contact the designated employee on an as needed basis during these times. Providing the city with a phone number for the employee during these times would be adequate for purposes of this paragraph.
 - a. **Response:** We do not have any concerns meeting this requirement.
10. It shall be agreed under this contract that motor vehicles will not be driven at any time during the towing procedure. If the vehicle is without tires or has flat tires, the tow service agrees to tow the vehicle without damaging the wheels and further agrees not to tow any vehicle on its rims, on wheels without tires, or on flat tires.
 - a. **Response:** All our trucks can meet this requirement.
11. Upon arrival at the scene of a tow where a vehicle accident has occurred, the tow service, in addition to the physical removal of the vehicle, assumes full responsibility for removing any 5 vehicular parts or debris, excluding liquids and commercial cargo, resulting from the accident. This clean-up is to be completed without any additional compensation.
 - a. **Response:** We take pride in cleaning up accident scenes, returning the area to the pre-crash condition. In many circumstances, this can be more labor, time, and effort than towing the vehicle. While we can meet this condition, this would impact our pricing for crashes up front. We would propose allowing reasonable compensation for accident clean up in cases where it is needed. We take multiple pictures at a crash scene. In cases where clean up isn't needed or is minor it would be in the interest of the



vehicle owner to have a lower hook rate and not charged accident clean up.

12. The performing service shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The tow service shall agree that neither the city nor any department thereof is responsible for any charges as a result of towing and/or storage and that the tow service assumes all liability for any and all unpaid charges. NOTE: This provision and these terms and conditions are in no way a law or regulation relating to the "price, route, or service of any motor carrier... with respect to the transportation of property" under 49 U.S.C. § 14501(C)(1) (1997).
 - a. **Response:** All fees associated with storage stay with the vehicle and the vehicle owner. If the vehicle is not picked up, we attempt to collect the outstanding balance owed from the vehicle owner and may utilize a third-party collection company. Vehicles are disposed of as allowed under MN statute 168B.08.
13. If an involved private owner/operator makes a timely request for a tow by someone other than our service provider, such request shall be honored by the Police Department. In either instance, the owner/operator is solely responsible for all associated charges.
 - a. **Response:** Agreed.
14. For vehicles identified by the Police Department as subject to forfeiture, and subsequently released to the Police Department pending the outcome of forfeiture proceedings, the tow service shall indicate a flat rate charge per forfeited vehicle. The flat rate shall include towing, storage on the date of the tow, and three days of storage after the date of the tow. The flat rate applies to all cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles, and mini-bikes), identified by the Police Department as subject to forfeiture by the city.
 - a. **Response:** Agreed.
15. Should the tow service fails to appear at a designated tow point within twenty (20) minutes after receiving a call for a tow, the city reserves the right to call another towing service to perform the work. If the tow service is called and is unable to respond due to conditions beyond his/her control, the authorized city officials shall be immediately so informed, and the right is hereby reserved to call another service to perform the work. If at any time, it becomes necessary for the city to request the services of another towing service for the reasons detailed above, the city retains the right to hold the tow service retained under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response



time is due to negligence or laxity on the part of the tow service, which negligence might include equipment failure.

a. **Response:** Agreed

16. The tow service shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all applicable state and city, ordinances, rules and regulations. Pursuant to Minnesota Statutes § 168B.06, subdivisions 1 and 2, it is the responsibility of the tow service taking a vehicle in custody to give notice of the taking within five (5) days to the vehicle owner and/or lien holder(s).

a. **Response:** Agreed.

17. The tow service performing under this contract shall allow other towing companies into their facility to retrieve or claim vehicles that they have been authorized to remove.

a. **Response:** Agreed.

18. No alterations or modifications of the terms of this contract shall be valid unless made in writing and signed by authorized representatives of both parties hereto.

a. **Response:** Agreed.

19. In the event of a breach of any terms or conditions of this agreement, the city shall have, in addition to any other legal recourse, the right to terminate this agreement forthwith.

a. **Response:** Agreed.

20. Either party may terminate this contract upon the serving of such termination notice to the other, 6 in writing, thirty (30) days prior to the intended termination date.

a. **Response:** Agreed.

21. A copy of this contract, along with the authorized fee schedule, shall be posted in a conspicuous place in the Contractor's place of business.

a. **Response:** Agreed.



Fleet Capabilities

Light Duty Wreckers (Tow Trucks):

Year	Make	Model	Capacity	Winch	Meets Requirement	Additional Information
1997	Ford	F350	8T	Dual 8000#	2A	Also utilized for offroad recoveries
2019	Ford	F450		Single	2A	Also utilized for accessing vehicles in tight or small spaces, low clearance, garages, etc.
2020	Ram	5500		Dual 9000#	2A, 2B	
2022	Ram	5500		Dual 9000#	2A, 2B	
2022	Ford	F550		Dual 9000#	2A, 2B	Larger chassis to tow smaller box trucks, busses, etc.

Flatbed / Rollback Tow Trucks:

Year	Make	Model	Capacity	Winch	Meets Requirement	Additional Information
2018	Ford	F650		Dual	2A, 2B	Dual Winches
2020	International	MV		Dual	2A, 2B	Dual Winches
2024	International	MV		Single	2A, 2B	

Heavy Duty Wrecker:

Year	Make	Model	Capacity	Winch	Meets Requirement	Additional Information
2005	Mack	50 Ton Wrecker	50T	Quad Winches	2B, 2C	Two standard winches, with an additional winch on each side for side pulling.



Specialty Equipment:

Year	Make	Model	Capacity	Winch	Meets Requirement	Additional Information
2012	John Deere	Skid Steer	NA	NA		Multiple attachments
2023		Winch Box	12T	1		Winch Box attachment for skid steer.
2016		Car Trailer				Flat decked car trailer.

On Order / In Production:

Year	Make	Model	Capacity	Winch	Meets Requirement	Additional Information
2024/2025	Ram	5500	Flatbed	Dual	2A, 2B	Dual Winches
2024	Peterbilt	Rotator	Heavy Wrecker	Multiple	2B, 2C	Rotator



Pricing Structure (Private and Proprietary to Bob's Towing & Recovery Inc)

	Impounds / Accident		
Pricing Item	Light Duty (<10k Pounds)	Medium Duty (10k Pounds to 26k Pounds)	Heavy Duty (26k Pounds +)
Impound Hook Rate	\$100	\$125	\$200
Administrative Fee	\$50*		
Fuel Surcharge	\$10	\$15	\$35
Loaded Mileage	\$4.00	\$4.50	\$5.00
Accident Hook Rate	\$200	\$300 per hour minimum 3 hours	\$400 per hour minimum 3 hours
Accident Cleanup	\$100	\$125+	\$200+
Accident Winching	\$100+	\$125+	\$200+
Drop Fee	\$50		
Indoor Storage	\$55*	\$75*	\$125*
Outdoor Storage	\$45*	\$65*	\$115 per unit*
Police Forfeitures	\$75***		
	Police Initiated Private Service		
Police Initiated Road Services	\$70*	\$80*	\$100*
Police Initiated Private Tow	\$85	\$100	\$175
Winching Service	\$65 +	\$85 +	\$125+
City Owned Vehicle Roadside or Towing Services	No Charge		

*Item is not subject to sales tax.

**All other items are subject to sales tax.

***Unlimited storage during contract terms. Upon termination of the contract, storage rate of \$75 per day will begin.

+ Starting price. Depending on severity of the accident or recovery, price may need to increase. All accidents include photographic evidence as to why it needs to be charged as well as a narrative explaining the charges.



Request for Proposal

Each of us creating Burda's Towing appreciate all within the City Council, City of Elk River, Elk River Police, Elk River Fire, and those who would potentially use our services for this opportunity to submit this Request for Proposal.

Burda's Towing is a professional towing company with three locations - Rogers, Monticello, and Elk River, MN. We have been in business for over nineteen years and presently have thirty-seven employees amongst our three locations. We are fully staffed for service 24 hours a day, 7 days a week. We are a leader in the industry, providing the most premier service possible with prime employees that are trained properly to do their job. All of our employees are held to high standards with also going through state and federal background checks before we hire and then once a year after hire. We stride to be the best.

At this time, we tow every day throughout the Elk River community, not only standard tows, yet we also hold the AAA contract for the City of Elk River. We are the largest towing provider for AAA Roadside Assistance in Minnesota.

We are confident that Burda's Towing would exceed your requirements for your towing and recovery needs - from quick service, professional employees, community involvement, flexibility, customer service, and reasonable pricing.

Our Proposal has all items asked for, along with our extensive equipment list. We have equipment for any and all jobs a person can think of and also for those jobs most people don't think of that we come upon.

We are looking forward to the potential partnership with the City of Elk River, its employees, and the Elk River community.

James Trantina III
CEO/President
Burda's Towing
(763) 428-9911

From the Owner:

I was born and raised in Elk River - attending Parker Elementary School, graduating from the Elk River 2004 class. I started my towing career in Elk River with Morrell Companies at the age of 17. Within time, went on to start my own, at the age of 23.

I take pride in what we do, we are not just your average "towing" company. I take pride in the communities we serve and the people we help on a daily basis all while doing so professionally and reasonably.

I thank you for this opportunity.



Burda's Towing Equipment List

2023 Peterbilt 389 Century 75 ton rotator

2019 Peterbilt 389 Century 50 ton rotator

2022 Kenworth T880 Century 35 ton rotator

2020 Peterbilt 567 50 ton tow truck

2021 Peterbilt 389 50 ton tow truck

2022 Peterbilt 389 25 ton tow truck

2004 Peterbilt 379 25 ton tow truck

2021 Peterbilt 567 28' deck - 30,000lb capacity tow truck

2019 Ford F-550 12/65 B&B - 12,000lb capacity medium duty tow truck

2024 Ford F-550 Century 2465 - 12,000lb capacity medium duty tow truck

2022 Freightliner M2 28' Deck Century 20 Series- 20,000lb capacity rollback

2019 International Ext Cab NRC - 20,000lb capacity rollback

2021 International Ext Cab NRC - 20,000 capacity rollback

2023 International Ext Cab NRC - 20,000 capacity rollback

2019 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2020 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2021 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2021 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2022 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2022 International Reg Cab Century 12 Series - 12,000lb capacity rollback

2022 International Ext Cab Century 12 Series - 12,000lb capacity rollback



(Proprietary continued)

2023 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2023 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2023 International Ext Cab Century 12 Series - 12,000lb capacity rollback

2013 Ford F-550 Ext Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2016 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2019 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2020 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2021 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2021 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2022 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2023 Dodge 5500 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

2023 Ford F-550 Crew Cab 4x4 Wrecker Chevron 408 - 10,000lb capacity

Bombardier Track Off-Road Machine (for winching and recovery from swamps, etc.)

Kubota Skid Loader with Winch Box (for large off-road recoveries)

Cat 299 Skid Loader

Tandem Axle Dump Trailer (for quick response clean up)

(2) 30-yard dumpsters (for major accident clean up)

Grain Vac Trailer (for sucking grain from roadways, off of broken trailers, etc.)

(2) Heavy Duty Trailer Dollies (for broken trucks and trailers)

(3) Landoll Slide Axle Trailers

Step Deck Semi Trailer

Lowboy Semi Trailer



(Proprietary continued)

(5) Semi Truck Tractors

- 2001 Freightliner
- 2021 Kenworth T880
- 2022 Kenworth W900
- 2023 Kenworth T880
- 2020 Peterbilt 567

(6) Bag Set of Heavy-Duty Air Bags (for loaded semi rollovers)

Incident Response Unit

- fuel transfers, fuel/oil/ gas spill clean-up materials, extra tools, etc. for major crashes

Multiple Skid Loader attachments

- broom, grapple bucket, forks, bucket, etc.

(2) Open Water Pontoon Recovery Rigs (for any type of vehicle up to 12,000lbs)

Terms and Conditions

1. We own a large quantity of Towing Equipment, we currently have (5) trucks based in Elk River, from light duty to heavy duty. We serve AAA Roadside Assistance for the entire area along with many other customers. With our large fleet of trucks we own on the equipment list, we will have them moved into Elk River at our Elk River location immediately if we are awarded the contract. We have the employees to handle the extra workload already in place, in Elk River.
2. We own all required vehicles and are ready to move what is required, if not already located at our Elk River facility, prior to the contract starting.
3. We have two locations in Elk River ready to buy or lease immediately, if awarded this contract.
4. We take full responsibility for all of our employees. We have a full training facility on (10) acres that we train every scenario we can - ditches, rollovers, trees, semis short cornered, etc. All of our employees wear company provided uniforms - black polo shirts with our Burda's Towing logo, black pants or shorts, reflective jackets, reflective vests, etc. They are all dressed to represent professionally.
5. We pride ourselves in "damage free tows" - as we are human, this does occur time to time. We require our drivers to take pictures before and after all tows. If we are guilty of damaging a vehicle, we will handle and settle with the vehicle owner.
6. We will keep record and maintain all records for the Police Chief. He would work directly with two of our office gals and manager to make sure all situations are handled.
7. All vehicles will stay in our lot unless we have the legal release form issued by the City of Elk River.
8. Our current office hours are 8am to 4:30pm Monday - Friday; with weekends being 12 to 2pm by appointment only.
9. No vehicles are allowed to be driven by our staff; they all get towed properly. We do not go into customer vehicles, unless we are getting the keys and locking it.
10. We pride ourselves in leaving the scene of an accident as clean as possible and as close to as it was prior to the accident happening. All of our trucks are equipped with shovels, brooms, floor dry, and a place to carry debris.
11. We do not charge the City or Department for any fees. We work with the owner of the vehicles and their insurance companies, if there is insurance.
12. We fully understand people have the right for the tow of their choice.



13. We offer (5) FREE tows per year for forfeiture with it then being \$150 each.
14. Our goal is always to be on scene within 15 minutes or less; unless traffic or something alike is out of our control.
15. We have full-time office staff that handles all of our letters with properly notifying Registered Owners/Lein Holders per Minnesota State 168B.06, sub. Div 1 and 2.
16. We allow all towing companies on our property.
17. We understand that all alterations and modifications must be made in writing and signed by both parties.
18. We understand this contract can be breached if the conditions are not met.
19. We understand either party may terminate this contract in writing (30) days prior to termination date.

Burda's Towing Pricing

1. This fee covers the standard tow of a passenger vehicle - including cars, light trucks, vans, SUVs, four-wheel drive vehicles, ATVs, UTVs, motorcycles, etc.

(a) \$125

(b) \$125

2. This fee covers the tow for the vehicles listed in statement one but that were involved in an accident in which the following would need to take place - the cleanup of all debris, oil spill, antifreeze, etc. along with the disposal of the contaminated product, glass, product, etc.

(a) \$225

(b) \$225

3. This fee is for standard towing of 3/4 ton to 1 1/2-ton capacity vehicles

(a) \$150

(b) \$150

4. This fee is for standard towing of vehicles larger than 1 1/2-ton capacity

\$250 per hour, shop to shop

5. This fee is for towing of a vehicle larger than 1 1/2-ton capacity that was involved in an accident in which the following would need to take place - the cleanup of fuel, antifreeze, floor dry use, oil absorbant pads, etc. along with the disposal of the contaminated product.

\$350 per hour, shop to shop

6. This fee is for a standard winchout for a vehicle listed in statement one

\$125

7. This is a "DROP FEE" for not towing a vehicle that we were called out to but not towing. This includes all standard vehicles listed in statement one

\$50

8. This is a mileage fee for all standard vehicles listed in statement one and statement two

\$5 per mile



Burda's Towing Pricing continued

9. Our storage rate for all standard vehicles listed in statement one and statement two

Inside Storage \$50

Outside Storage \$35

10. Our flat rate for forfeiture vehicles is (5) FREE per year, then \$150 per vehicle after those first (5).

11. Our charge for towing City owned vehicles are (12) FREE per year, then \$125 per vehicle after those (12).

12. Our administration fee per vehicle is \$35.

**'The Original'
Collins Brothers Towing
&
City of Elk River**

***Towing, Impounding, and Storage
Proposal***



June 14, 2024

Dear City of Elk River,

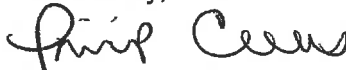
Thank you for considering The Original Collins Brothers Towing as the towing service to provide towing, impounding, and storage of motor vehicles for the City of Elk River. We are confident that you will find our proposal thoughtful, thorough, and it will show The Original Collins Brothers as the most qualified proposer.

Throughout our proposal, you will find multiple examples of how Collins Brothers operates with the utmost professionalism in our appearance of personnel, facilities, and equipment. We have included pages of equipment, personnel, premises and facilities, practices and liabilities, records, insurance, community involvement and charges.

In addition to our long list of qualifications that far exceed the requirements to be considered set forth in your Request For Proposal, Collins Brothers has a long history of experience that has resulted in an excellent track record and reputation for providing this service. Collins Brothers has provided similar service to Minnesota State Patrol, Princeton Police Department, Becker Police Department, Mille Lacs County Sheriff's Department, Wright County Sheriff's Department, and Sherburne County Sheriff's Department. Collins Brothers is committed to providing service that far exceeds the expectations of those that depend on us on a daily basis.

Please review the following proposal and feel free to contact us with any questions. We look forward to continuing our already established working relationship by continuing to provide this much needed service to the City of Elk River.

Sincerely,

A handwritten signature in black ink, appearing to read "Phil Collins", written in a cursive style.

Phil Collins

President/Owner

History of Collins Brothers Towing:

One man and a big dream with a single recovery truck, transformed into a passion, career, lifestyle and most of all a dedicated local business to the City of Elk River & surrounding communities. Collins Brothers was established in 1996 with one truck and has transformed into a business owning thirteen recovery vehicles, a clean and well organized office, maintenance shop and secure vehicle storage area. The business has also expanded its number of dedicated employees to fifteen, which allows a variety of specialized recovery operators to be on the road and allows for a quick response which is what every customer wants.

Collins Brothers has towed a variety of jobs in the 28+ years we've been in business. Cars, trucks, heavy equipment, sheds, large safes, cows, horses.....yes, we even tow animals. You name it, Collins Brothers will tow it. Collins Brothers is also known for its clean presentable equipment that is always on the upkeep and looking shiny and red. The company employs a full time employee to perform routine maintenance and to ensure each truck is kept in tip-top shape. Collins Brothers has equipment you can count on which is critical to meet the customer's needs in a timely manner. In addition to having reliable equipment, being involved in the daily activities of the towing business is another key to running a successful towing company. It is very important for the customers to see that someone is always at the company. We know that someone is there watching everything that goes on, to make sure the business runs smoothly.

Equipment:

Collins Brothers has all the equipment necessary to perform the duties suggested in your Request for Proposal and it is all conveniently located at our office 16234 Jarvis Street NW, Elk River, MN 55330.

The following pages will show all the equipment that Collins Brothers currently uses to fulfill its obligations of the current contract with you and it's the same equipment that we intend to continue to use after a contract is negotiated. All of our equipment is owned, not leased.

Collins Brothers takes pride in the appearance of our equipment and we certify that it is all in good repair and working order. All trucks are governed by MN DOT regulations.

We are certain that you will find our equipment modern, well kept, and capable of the continued performance of the contract with the City of Elk River.

Truck Details:	Unit #:	Capabilities:
2022 Kenworth W900 Heavy Duty Tandem Axle Tow Truck GVW 52,000 lbs	55	-Towing vehicles larger than 1 ½ ton capacity -Recovering heavy duty trucks, semis, motor homes, heavy off road equipment and other large items. -Off road recovery
2022 Freightliner M2 Medium Duty Tow Truck GVW 32,000	54	-Towing vehicles larger than 1 ½ ton capacity -Recovering heavy duty trucks, semis, motor homes, heavy off road equipment and other large items. -Off road recovery
2018 Freightliner M2 Heavy Duty Flatbed GVW 54,999	62	-Towing vehicles larger than 1 ½ ton capacity -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2024 International MV Medium Duty Flatbed GVW 33,000 lbs	63	-Towing passenger vehicles (1 Ton or less), vans, utility vehicles, 4x4, and motorcycles (to include ATVs, snowmobiles, and mini bikes) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2013 Ford F-650	26	-Towing passenger vehicles (1 Ton or less), vans, utility vehicles,

Medium Duty Flatbed GVW 26,000 lbs		4x4, and motorcycles (to includeATVs, snowmobiles, and mini bikes) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2022 RAM 5500 Light Duty Flatbed GVW 21,000 lbs	59	-Towing passenger vehicles (1 Ton or less), vans, utility vehicles, 4x4, and motorcycles (to includeATVs, snowmobiles, and mini bikes) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery
2018 RAM 5500 Light Duty Flatbed GVW 21,000 lbs	48	-Towing passenger vehicles (1 Ton or less), vans, utility vehicles, 4x4, and motorcycles (to includeATVs, snowmobiles, and mini bikes) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery
2024 RAM 5500 Light Duty Tow Truck GVW 26,000 lbs	64	-Towing passenger vehicles (1 ½ ton or less), vans, utility vehicles, 4x4, and motorcycles -Off road recovery (medium duty) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2019 Ford F-550 Light Duty Tow Truck GVW 26,000	44	-Towing passenger vehicles (1 ½ ton or less), vans, utility vehicles, 4x4, and motorcycles -Off road recovery (medium duty) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2019 RAM 5500 Light Duty Tow Truck GVW 21,000	49	-Towing passenger vehicles (1 ½ ton or less), vans, utility vehicles, 4x4, and motorcycles -Off road recovery (medium duty) -Rendering emergency road service to stranded motorists including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2020 Chevrolet 3500 Light Duty Tow Truck GVW 15,000	422	-Towing passenger vehicles including (¾ ton or less), vans, utility vehicles, 4X4, and motorcycles. -Off road recovery -Rendering emergency road service to stranded motorists; including jumpstarts, tire changes, vehicle lockouts, fuel delivery and light recovery.
2013 CAT 277 C2 Skidsteer	42	-Off road recovery -Accident cleanup

Practices and Liability:

Collins Brothers understands that we are solely responsible for loss or damage to any vehicle , including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to us, until such time as the vehicle is legally released to the registered owner or legal agent thereof.

We also agree that no motor vehicles will be driven at any time during the towing procedure. Also, in the event that the vehicle is without tires or has flat tires, we agree to tow the vehicle without damaging the wheels and we further agree not to tow any vehicle on its rims, on wheels without tires, or on flat tires.

Upon arriving at the scene where a vehicle accident occurred, we agree that in addition to the physical removal of the vehicle, we assume full responsibility for removing any vehicular parts and debris, excluding liquids and commercial cargo, resulting from the accident. The cleanup will be provided without any additional compensation . Collins Brothers understand that if an involved private owner/operator makes a timely request for a tow by someone other than us. Such a request will be honored by the Elk River Police Department. In either instance, it is understood that the owner/operator is solely responsible for all associated charges.

Collins Brothers realizes that if we fail to appear at a designated tow scene within twenty minutes after receiving a call for a tow, the City reserves the right to call another towing service to perform the work. If we are unable to respond due to conditions beyond our control, we agree to notify the authorized city officials immediately so that they can decide if they need to exercise the option of calling another service to perform the work. Lastly, we agree that if another service is called the City reserves the right to hold us responsible for any additional charges over and above the fee schedule detailed in this proposal. We understand that negligence might include equipment failure. Our estimated time of arrival to tow scene is about fifteen minutes less at this time.

Collins Brothers agrees to allow other towing companies into our facility to retrieve or claim vehicles that they have been authorized to remove.

It is completely understood that no alterations or modifications of the terms of the contract will be valid unless they are made in writing and signed by both, and authorized by a representative of the City and of Collins Brothers Towing.

In the event of a breach by Collins Brothers Towing of any terms or conditions of this agreement, we understand that the City has, in addition to any other legal recourse, the right to terminate this agreement forthwith. Furthermore, either the City of Collins Brothers Towing may terminate this contract upon serving of such termination notice to the other, in writing thirty days prior to the intended termination date.

We agree to post the copy of the contract, along with the authorized fee schedule in a conspicuous place at our premises.

Premises and Facilities:

The premises and facility that Collins Brothers will use for storage and parking lot facilities is providing services requested in the Request for Proposal, is conveniently located at 16234 Jarvis Street NW, Elk River, MN 55330. It is two acres and has an outside storage capacity of 40 vehicles, which exceeds the minimum requirements of 10. The building is capable of storing up to six vehicles inside, which exceeds the minimum requirement of one.

Our storage and parking lot facility meets all applicable state building code standards, municipal license and zoning requirements, including those related to screening and landscaping of the City of Elk River. Collins Brothers also uses the latest camera technology that records the premises 24/7 to ensure that the business location is secure. Collins Brothers lot gates are also locked at all times unless an employee with the privilege to open and enter the gated area is inside.

We understand that we are required to store vehicles inside only when directed by an official of the City of Elk River as identified in the terms and conditions of the Request for Proposal. We further acknowledge that when such direction is given, it may be accompanied by certain instructions for security measures to be employed and that those responsibilities become our responsibility while the unit is in our keeping.

Currently, Collins Brothers has a designated representative at the storage facility for the purpose of releasing vehicles to authorized persons Monday - Friday between the hours of 0830-1630 (excluding legal holiday). During Saturdays, Sundays, and legal holidays we are available between the hours of 1200-1400, by appointment only. Additionally, the City may contact us at 763-241-9177 on an as needed basis 24 hours/day. Collins Brothers Towing will continue these hours of operations throughout the terms of the next contract.

Employment Qualifications:

Collins Brothers performs a background check and a pre-employment drug test on each employee prior to hire. We also perform a driver's license records check annually on our employees. Collins Brothers also conducts their own road test to ensure that every employee is up to our standards as well as a monthly drivers meeting & training. Before Collins Brothers hires an employee, we also contact our insurance company about their driving record to ensure they approve them as well. Collins Brothers has been a client with the same insurance company for 10 + years. Each employee also has their own file containing the above information per DOT standards.

Insurance:

- A. Collins Brothers currently meets the minimum requires insurance as follows:
 - a. Public liability insurance: \$2,000,000.00 Comprehensive General Liability
 - b. Business Auto Policy with all coverage (all vehicles) with \$2,000,000.00 limits
 - c. Garage keepers legal liability
- B. Worker's compensation insurance covering all employees of the contractor, or his/her agents, working under this contract in accordance with the Minnesota Workers' Compensation Law.

We have enclosed an insurance certificate for your convenience.

Personnel:

Collins Brothers Towing has a combined total of 157 plus years of service to include 10 full time and 3 part time employees.

Name:	Driver #:	Position:	Years of Service:
Phil Collins	1	Owner	45+
Brad Wenlund	61	Manager/Operator	14+
Kristi Collins	NA	Office Manager	14+
Stacey Langner	NA	Dispatcher	3+
Gavin Collins	NA	Operator Assistant	6+
Christopher Collins	99	Operator	21+
Dean Waite	77	Operator	20+
Steven Anderson	103	Operator	5+
Brad McKenzie	112	Operator	3+
Ben Henry	84	Operator	8+
Kevin Juhnke	90	Operator	30+
Cody Collins	95	Operator	6+
John Kreuser	108	Operator (Part Time)	12+
Nick Scouten	101	Operator (Part Time)	5+
Mike Leslie	97	Operator(Part Time)	6+

Records:

The records maintenance system that Collins Brothers uses to track all vehicles received is tried and tested. When a vehicle comes into the impound lot, the tow truck operator quickly determines whether it is a crash, an impound, or a vehicle subject to forfeiture, as they are parked in different parts of the yard. The vehicle is parked, doors

secured (broken windows are covered in plastic), the paperwork and keys are brought into the office. The keys are tagged and hung in a secured cabinet. The impound sheet and our towing invoice, which include tow truck operators name and truck number, are placed in the file. '

At the earliest convenience, the administrative staff runs the vehicle with the Minnesota Department of Vehicle Services to obtain all registered owner and lien holder information. At that time, a letter containing all information required by Minnesota Statute 168b.06 Subdivision 1 and 2 is sent by certified letter within five days of receiving the vehicle to the owner and lien holders.

Collins Brothers agrees to maintain proper records of all vehicles received. We are confident that our records keeping system outlined above will meet the probal of the Elk River Chief of Police. All records are available at all times for inspection by authorized city officials.

Collins Brothers understand that all vehicles towed or impounded are to be released only upon receipt of proper legal release form, including the name of the department official that approved the release, issued by the Elk River Police Department except for private tows.

Charges:

Below are Collins Brothers proposed charges for the next contract period. We understand and agree that neither the city nor any department thereof is responsible for any charges as a result of towing and or storage and that we assume all liability for any and all unpaid charges. Collins Brothers believes in fair and transparent pricing. All rates proposed are consistent with our pricing structure and are available to be quoted at any time by one of our employees. Our proposal rates allow us to operate our company in a manner that is professional and favorable to the type of business the public would expect to be associated with the the City of Elk River.

Proposed Charges:

- 1 A. Charge for towing of passenger vehicles; including cars, light trucks $\frac{3}{4}$ ton or less, vans, utility vehicles, four-wheel drive vehicle, motorcycles, and recreational vehicle (to include ATVs snowmobiles, and mini bikes):
 - a. Tow Truck: \$100.00 + \$5.00/mile
 - b. Flatbed: \$100.00 + \$5.00/mile
- 2 B. Charge for towing of passenger vehicles (listed above) that have been involved in an accident:
 - a. Tow Truck: \$250.00 + sales tax
 - b. Flatbed: \$250.00 + sales tax
- 3 C. Charge for towing of vehicles $\frac{3}{4}$ ton to 1 $\frac{1}{2}$ ton capacity.
 - a. Tow Truck: \$135.00 + sales tax
 - b. Flatbed: \$135.00 + sales tax
- 4 D. Charges for towing of vehicles larger than 1 $\frac{1}{2}$ ton capacity:
 - a. \$300.00/hour + sales tax shop to shop \$300.00/hour
- 5 E. Charges for accident towing of vehicles larger than 1 $\frac{1}{2}$ ton : \$1500.00/hour + sales tax shop to shop with heavy duty tow truck.
- 6 F. Service calls (lockouts, jumpstarts, tire changes: \$85.00
- 6 7 G. Charges for winch out: \$100.00 + sales tax
- 7 8 H. Drop fee charges at same location: \$65.00 + sales tax
- 8 9 I. Loaded mileage rate for transporting vehicle: \$5.00/mile + sales tax
- 9 10 J. Charge for 24 hours of storage; including day of tow:
 - a. Inside: \$55.00
 - b. Outside: \$45.00
- 10 11 K. Within the City of Elk River at rate charge for designated forfeiture vehicles release to police: \$100.00
- 11 12 L. Charge for towing within city limits, marked or unmarked police vehicles, fire department, administrative vehicle, and public works utility vehicles and equipment: \$0.00
- 12 13 M. Administrative fee (per tow): \$45.00 + sales tax

Summary:

This proposal demonstrates that Collins Brothers Towing is not only the most qualified towing service in the city, we have the professional staff, modern equipment, and conveniently located facility to exceed the City of Elk River's every need.

We have shown throughout the proposal that we are committed to delivering service that is unmatched in the Northwestern Metro area. Furthermore, we have shown that our business is run with the highest level of integrity and professionalism.

We are committed to training and retaining our staff so that every time you call for service, you get a knowledgeable tow truck operator that you recognize and can depend on to perform his duties without issues.

We take being an active member of our industry very seriously by being members of the Minnesota Professional Towing Association, Minnesota Service Station Association, and the Towing and Recovery Association of America. Furthermore, Phil has served on the board of directors for the Minnesota Professional Towing Association for over 10+ years and has been instrumental in organizing the local training seminars which include two that were held in Elk River containing over 50 students per class.

We also are proud to be involved in our community by volunteering for MADD, volunteering our equipment and cars for training with fire departments and law enforcement agencies among other things and other civic groups.

Phil retired in 2022 from the Elk River Fire Department, with a total of 33+ years of service, and has been a member of the Elk River Lions Club for 10+ years.

Collins Brothers has a long list of experience providing towing, impounding storage of motor vehicles and boats along with an excellent reputation among the agencies that we provide service for.

We are confident that when you match Collins Brothers superior qualifications with the reasonable rates we have proposed, you will find Collins Brothers to be the service of choice to fulfill the next contract with the City of Elk River for the towing, impounding, and storage of motor vehicles.

We look forward to continuing our already established working relationship.
-Collins Brother Towing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Wise Insurance Agency
1107 Hazeltine Blvd, Ste 118
Chaska, MN 55318

CONTACT NAME: Morgan CISR
PHONE: (952)829-5404 FAX: (952)470-7473
E-MAIL: morgan.hauptert@wise-agency.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Pioneer Specialty Insurance Company 40312

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

Collins Brothers Towing Inc
PO Box 405
Elk River, MN 55330

COVERAGES

CERTIFICATE NUMBER: 00062244-0

REVISION NUMBER: 23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		CPP 0021727 16	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		CPP 0021705 18	9/28/2023	9/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000.00		UMB 0011613 16	9/28/2023	9/28/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo		CPP 0021740 16	9/28/2023	9/28/2024	Motor Truck Cargo Deductible \$250,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Elk River Police Department
13077 Orono Parkway NW
Elk River, MN 55330

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Morgan Hauptert

(MHA)

AGREEMENT FOR TOWING, IMPOUNDING AND STORAGE OF MOTOR VEHICLES SERVICES

THIS AGREEMENT, entered into this 15th day of July, 2024, between the **CITY OF ELK RIVER**, a Minnesota municipal corporation ("City") and **COLLINS BROTHERS TOWING INC.**, a Minnesota corporation ("Contractor").

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

- 1. SCOPE OF SERVICES.** The scopes of services are detailed in the Contract Document.
- 2. CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - A. This Agreement
 - B. City of Elk River Request for Proposal Towing, impounding and storage of Motor Vehicles
 - C. Collins Brothers Towing Proposal for Towing, Impounding and Storage of Motor Vehicles

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "C" having the last priority.

3. OBLIGATIONS OF THE CONTRACTOR. The Contractor shall provide the goods, services, and perform the work in accordance with the Contract Documents.

4. PAYMENT. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the fees specified in the Collins Brothers proposal.

5. PERSONNEL. All drivers provided for the towing of vehicles shall be checked for driver's licenses and warrants by the City's Police Department prior to their assignment. Contractor agrees to train all drivers in the proper towing of vehicles containing hazardous materials in accordance with federal and state law.

6. STORAGE FACILITY. The Contractor shall provide a locked storage facility for towed vehicles with a security fence along the entire perimeter. The facility shall have space for no fewer than fifteen (15) vehicles outside and one (1) vehicle inside and shall be within Elk River City limits.

7. OPERATION. No vehicle shall be towed under this Agreement without the specific authorization from an employee or agent of the City. All vehicles shall be towed, not driven (except when authorized), without damage to the vehicles, to the storage facility. Contractor shall maintain and provide a telephone answering service and a FAX machine twenty-four (24) hours a day for the purpose of receiving

requests for service pursuant to this Agreement, and shall provide and maintain mobile radio service with all towing units.

8. NOTIFICATION OF OWNER AND LIENHOLDER.

A. Upon deposit of a towed vehicle in the storage facility, the Contractor shall send to the registered owner and lienholder of record within five (5) days, by certified mail, a notice specifying the date and place of the tow, the year, make, model, and serial number of the vehicle towed, and the procedure to reclaim the vehicle. A record of this notice shall be retained by the Contractor.

B. If a vehicle remains unclaimed after thirty (30) days from the date the notice was sent under paragraph 5A above, a second notice shall be sent by certified mail, return receipt requested, to the registered owner, if any, of the unauthorized vehicle and to all readily identifiable lienholders of record.

9. RELEASE. No vehicle shall be released without proper proof of ownership. Vehicles ordered held by the Police Department shall not be released without written authorization from the Department. Vehicles not kept on a "police hold" shall be released by the Contractor after obtaining proper proof of ownership and proof of current automobile liability insurance, if the vehicle is to be driven out of the impound lot. The Contractor reserves the right to specify the manner of payment for all charges and fees. Contractor agrees to supply personnel and reasonable hours for the release of vehicles. Minimum hours shall be 7:00 a.m. to 5:30 p.m. Monday through Friday, two (2) hours on Saturday, two (2) hours on Sunday, and two (2) hours on holidays, with the exception of Christmas Day, New Year's Day, Thanksgiving, and Easter, when they must be open one (1) hour. Contractor agrees to provide temporary service beyond these hours at the request of the Police Department. The Contractor shall release vehicles after normal business hours within a reasonable time. The Contractor may charge a reasonable service fee above and beyond the normal fee for vehicles released after normal business hours.

10. TOWING AND STORAGE CHARGES. All towing or storage charges shall be the responsibility of the vehicle owner. Collins Brothers will accept all payments. The Elk River Police Department will not accept payments.

- A. Charge for towing of passenger vehicles; including cars, light trucks $\frac{3}{4}$ ton or less, vans, utility vehicles, four-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATVs, snowmobiles, and minibikes)
 - i. Tow truck \$100.00 + sales tax + \$5.00/mile
 - ii. Flatbed \$100.00 + sales tax + \$5.00/mile
- B. Charge for towing of passenger vehicles (listed above) that have been involved in an accident.
 - i. Tow truck \$250.00 + sales tax
 - ii. Flatbed \$250.00 + sales tax
- C. Charge for towing of vehicles $\frac{3}{4}$ ton to 1 $\frac{1}{2}$ ton capacity.
 - i. Tow truck \$135.00 + sales tax
 - ii. Flatbed \$135.00 + sales tax
- D. Charges for towing of vehicles larger than 1 $\frac{1}{2}$ ton capacity. \$300.00 per hour + sales tax shop to shop.

- E. Charges for towing of vehicles larger than 1 ½ ton capacity involved in an accident. \$1500.00 per hour + sales tax shop to shop.
- F. Charges for winch out. \$100.00 + sales tax.
- G. Hook up or impound charges (in lieu of fees charged in #1, #2, #3, or #4 above). Charge for vehicle drop at same location. \$65.00 + sales tax.
- H. Loaded mile rate for transporting vehicle. \$5.00 sales tax per mile.
- I. Charge for each 24 hours of storage; including day of tow.
 - i. Inside \$55.00
 - ii. Outside \$45.00
- J. Within the City of Elk River flat rate charge for designated forfeiture vehicles released to police. \$100.00 + sales tax.
- K. Charge for towing marked or unmarked police vehicles, fire department, administrative vehicles, and public works utility vehicles and equipment. \$0.00.
- L. Administrative fee (per tow) \$45.00 + sales tax.

11. RECORDS AND REPORTS. Contractor shall prepare a monthly report of all vehicles towed, stored, released, and still held, in a form acceptable to the City. This report shall be forwarded to the Police Department at the same time as payment of the administrative fee referenced in Paragraph 8. The report shall include the reasons why, if any, vehicles towed have not been released. All towing and impound records pertaining to services provided by the Contractor pursuant to this Agreement shall be available for inspection by the City upon request.

12. SALES AND/OR DISPOSAL. When the total of all charges for towing, storage, and other charges equals or exceeds the value of the vehicle impounded and/or the registered owner and lienholder of record voluntarily agree to same, the Contractor shall, with the permission of the Chief of Police, sell the vehicle at a Sheriff's sale or otherwise dispose of the vehicle by lawful means. The Chief of Police may authorize the lawful sale of other vehicles when so requested by the Contractor after proper notification has been made to the registered owner and lienholder of record. The Contractor shall report all transactions of sale or disposal, including the proceeds received, in the monthly report referenced above in Paragraph 9. The Contractor shall keep records and prepare an annual summary report by December 15 each year of all losses and profits from the sale or disposal of vehicles towed pursuant to this Agreement.

13. LIABILITY. The Contractor shall be responsible for the loss of, or damage to, any vehicle, equipment thereon, and contents due to the fault of the Contractor or its agents, from the time Contractor or its agent takes custody of the vehicle, whether that be by signing the receipt for the vehicle or by hooking or hoisting the vehicle. The Contractor shall be responsible for the safekeeping of personal property with or on the vehicle, as identified on the vehicle impound form.

14. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City, its employees and agents, from and against all claims, damages, losses, and expenses, including attorney's fees, which it may suffer or for which it may be held liable because of bodily injury, including death, or damage to property, including loss of use, as a result of the fault of the Contractor, its employees, agents, or subcontractors in the breach of performance of this Agreement.

15. INSURANCE. The Contractor shall obtain and maintain liability insurance for coverage of not less than the following amounts:

Commercial General Liability (or in combination with an umbrella policy)

\$1,000,000 Each Occurrence

\$1,000,000 Personal & Advertising Injury

\$2,000,000 Products Completed Operations Aggregate

\$2,000,000 Annual Aggregate

Auto Liability

\$1,000,000 Combined Single Limit - Bodily Injury & Property Damage

Owned Vehicles (if Provider has such vehicles)

Hired & Non-Owned

Workers Compensation as required by law

Inland Marine/Cargo

\$100,000

Garage Liability

\$100,000 each occurrence for vehicles in the care, custody,
or control of the Contractor

The insurance shall cover all operations under this Agreement whether undertaken by the Contractor, subcontractors, or anyone employed or retained by the Contractor. Coverage for bodily injury and property damage shall be written under Comprehensive General and Comprehensive Automobile Liability policy forms, including coverage for all owned, hired, and non-owned motor vehicles. The insurance shall also cover the indemnification liability set forth in Paragraph 14.

The insurance company shall deliver to the City insurance certificates of all required coverages on a form acceptable to the City, signed by an authorized representative of the insurer. The City shall be named as an additional insured on the Commercial general liability policy on a primary and noncontributory basis.

16. NON-DISCRIMINATION. The Contractor agrees during the life of this Agreement not to discriminate against any employee, application for employment, or other individual because of race, color, sex, age, creed, national origin, sexual preference, or any other basis prohibited by federal, state, or local law. The Contractor will include a similar provision in all subcontracts entered into for performance of this Agreement.

17. SUBCONTRACTORS. The Contractor shall not subcontract all or any portion of this Agreement without prior written approval of the City, except for assistance in emergency or unforeseen circumstances. All subcontractors shall be bound by, and covered by all terms of this Agreement.

18. TERM. This Agreement shall be effective upon execution by the City and Contractor, and the term of this Agreement shall be (3) years. It shall be automatically renewed for an additional three-year term unless either party gives written notice 90 days prior to the termination of the initial term. The City may terminate this Agreement upon thirty (30) days written notice to Contractor if the Contractor breaches this Agreement and the breach is not cured by the Contractor within thirty days of receipt of the notice of the breach.

19. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Contractor is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Contractor an employee of the City.

20. COMPLIANCE WITH LAWS. In providing services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to the performance of this Agreement. Any violation shall constitute a material breach of this Agreement and entitle the City to terminate this Agreement.

21. DATA PRIVACY. Contractor must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the City pursuant to this Agreement, and (2) all data created, collected, received, stored, used, maintained, or disseminated by the Contractor pursuant to this Agreement. Contractor is subject to all the provisions of the Minnesota Government Data Practices Act including, but not limited to, the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Contractor receives a request to release data, Contractor must immediately notify City. City will give Contractor instructions concerning the release of the data to the requesting party before the data is released. Contractor agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Contractor's officers', agents', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

22. NON-ASSIGNABILITY. The Contractor may not assign its interest in this Agreement or subcontract with third parties.

23. WHOLE AGREEMENT. This Agreement embodies the entire agreement between parties including all prior understanding and agreements, and may not be modified except in writing, signed by all parties.

24. STATUTORY COMPLIANCE. Minnesota Statutes Chapter 168B is incorporated herein by reference. To the extent anything in this Agreement conflicts with any current or future statutory requirements, this Agreement shall be deemed amended to be in conformity with the statutory requirements.

CITY OF ELK RIVER

BY: _____
John J. Dietz, Mayor

AND _____
Tina Allard, City Clerk

Date: _____

COLLINS BROTHERS TOWING INC.

BY: _____
Name: _____
Title: _____

Date: _____



Request for Action

To
City Council

Item Number
4.9

Meeting Date
July 15, 2024

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Resolution 24-39 authorizing the execution of the Agency Agreement 24-19 with MnDOT for Mega Loop Project.

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-39 authorizing the execution of the Agency Agreement 24-19 with MnDOT as it relates to Advance Construction of the federally funded Mega Loop Project.

Background/Discussion

Federal funding for the Mega Loop Trail Extension Project along CR 13 and CR 40 was intended for construction in the MnDOT fiscal year 2025. We have developed the project and plan to construct the project in 2024 as detailed in the city's Capital Improvement Plan. As formal documentation, MnDOT requires the city to approve the attached resolution allowing for the advanced encumbering of these funds.

Financial Impact

No additional expenses will result from this action.

Mission/Policy/Goal

Meet changing Needs - Agile

Attachments

1. Resolution MnDOT
2. Agreement MnDOT

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 24-_____

A Resolution of the City Council of the City of Elk River authorizing the execution of the Agency Agreement with MnDOT as it relates to Advance Construction of the Federally funded Mega Loop project

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: that pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Elk River to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed for and on behalf of the City of Elk River to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation MnDOT Contract Number 1056895,” a copy of which said agreement was before the City Council and which is made a part hereof by reference.

Passed and adopted this 15th day of July 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Minnesota Department of Transportation

State Aid for Local Transportation

395 John Ireland Boulevard, MS 500

Saint Paul, MN 55155

July 2, 2024

Mr. Justin Femrite
City of Elk River Engineer
13065 Orono Parkway
Elk River, MN 55330

SUBJECT: **SP 204-090-005, TA 7125(011)**
CSAH 13 and CR 40 Multi-Use Trails
MnDOT Contract Number 1056895

Dear Mr. Femrite:

Attached is the agreement between the City of Elk River and MnDOT, which allows for MnDOT to act as the City of Elk River's agent in accepting federal aid in connection with the above referenced project.

This agreement is for Advance Construction, because you wish to begin construction of the project prior to the year it is designated in the STIP. The project will be converted to "real" funds in Federal fiscal year 2025 or sooner as funds are available.

Please review and if approved, have the agreement signed. A City Council resolution similar to the example attached, must be passed. The certified resolution should then be placed as the last page in the agreement. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. Please return the agreement to me for MnDOT signatures. A fully executed copy will be returned to you. If you have any questions or need any revisions, please feel free to contact me at 612.271.6210.

Sincerely,

Angela Murphy, PE
Federal Plans Engineer

Enclosures

Cc: Andjela Tomovic —DSAE
Cindy Degener—Finance
File

An Equal Opportunity Employer



STATE OF MINNESOTA
AGENCY AGREEMENT
 for
FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION

State Project Number: 204-090-005_____

FAIN Number: TA 7125(011)_____

This Agreement is entered into by and between the City of Elk River ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. MnDOT Contract Number dcp(1052149) which has been executed between the Local Government and MnDOT, appoints MnDOT as the Local Government's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the Local Government; and
2. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds, hereinafter referred to as the "Project"; and
3. The Local Government is proposing a federal aid project for CSAH 13 and CR 40 Multi-Use Trails, hereinafter referred to as the "Project"; and
4. The Project is eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2025, and is identified in MnDOT records as State Project 204-090-005, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 7125(011); and
5. The Local Government desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and
6. It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year(s), if sufficient funding and obligation authority are available; and
7. The Local Government desires to temporarily provide Local Government State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year(s) designated in the STIP; and
8. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This Agreement will be effective upon execution by the Local Government and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five

(5) years from the effective date or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Local Government's Duties

- 2.1. The Local Government will perform all of its duties and obligations in MnDOT Contract Number dcp(1052149), which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.

3. MnDOT's Duties

- 3.1. MnDOT will perform all of its duties in accordance with MnDOT Contract Number dcp(1052149), which is incorporated herein by reference.
- 3.2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this Agreement.
- 3.3. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- 3.4. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the Local Government the federal aid share of the federally eligible costs, previously provided by the Local Government. Reimbursement for Local Government State Aid funds used in lieu of federal funds, will be deposited in the Local Government's State Aid Account. Reimbursement for other Local Government funds used in lieu of federal funds will be forwarded to the Local Government.

4. Time

- 4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence
- 4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. It is estimated that the total cost of the Project is \$1,037,915. The remaining share will be paid by the Local Government. 80% of the eligible costs will be eligible for TA funds in federal fiscal year 2025. This amount is \$830,332.
- 5.2. The Local Government will pay any part of the cost or expense of the work that the FHWA does not pay.
- 5.3. Request for reimbursement of the federal aid share of the federally eligible costs can be made any time after the work is completed, however payment may not be made until after October 1, 2024 for federal fiscal year 2025. It could be earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- 5.4. The Local Government will make requests for reimbursement in accordance with the payment provisions in MnDOT Contract Number dcp(1052149), which is incorporated by reference, and will comply with the requirements of 2 CFR Part 200.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative is:

Name: Angela Murphy, or their successor.

Title: State Aid, Federal Plans Engineer

Phone: 612-271-6210

Email: angela.murphy@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: Mr. Justin Femrite _____, or their successor.

Title: City of Elk River Engineer _____

Phone: 763-635-1051 _____

Email: jfemrite@elkrivermn.gov _____

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

7. Assignment Amendments, Waiver, and Agreement Complete

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 7.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

8. Liability and Claims

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the

Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 9.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

10. Government Data Practices. The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

11. Workers Compensation. The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

- 13.1. **Termination by MnDOT or Commissioner of Administration.** MnDOT or Commissioner of Administration may unilaterally terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. **Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota,

including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

13.3. Termination for Insufficient Funding. MnDOT may immediately terminate this Agreement if:

13.3.1. Funding is not obtained from the Minnesota Legislature; or

13.3.2. Funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

13.4. Suspension. MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

14. Data Disclosure. Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

15. Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

16. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

17. Appendix II 2 CFR Part 200. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal

Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 17.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 17.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 17.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 17.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 17.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles

ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 17.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 17.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 17.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 17.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 17.1.10. Local Government will comply with 2 CFR § 200.323.
- 17.1.11. Local Government will comply with 2 CFR § 200.216.
- 17.1.12. Local Government will comply with 2 CFR § 200.322.
- 17.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 17.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

17.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

17.5. **Federal Funding Accountability and Transparency Act (FFATA).**

17.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 17.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 17.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 17.5.4. The Local Government will obtain a Unique Entity Identifier (UEI) number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project.
- 17.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

City of Elk River

City of Elk River certifies that the appropriate person(s)
have executed the contract on behalf of the Local
Government as required by applicable articles, bylaws,
resolutions or ordinances

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: State Aid Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Title: _____

Date: _____

By: _____

Date: _____



Request for Action

To
City Council

Item Number
4.10

Meeting Date
July 15, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Resolution 24-40: IIJA Discretionary Grant
Assistance Terms and Conditions

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-40 detailing the terms and conditions for the IIJA Discretionary Grant Assistance Program.

Background/Discussion

Funding was recently secured through the Infrastructure Investment and Jobs Act (IIJA) to fund a portion of the Safe Streets for All (SS4A) Safety Action Plan being completed by SRF Consulting. Before obtaining the funds, the city is required to agree to the terms and conditions of the grant via resolution.

Financial Impact

The City will secure \$49,620.00 to fund a portion of the Safe Streets for All Safety Action Plan.

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

- I. IIJA 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 24-_____

**A Resolution of the City Council of the City of Elk River for State Funded
Program for IIJA Discretionary Grant Assistance Terms and Conditions**

WHEREAS, the City of Elk River has applied to the Commissioner of Transportation for a grant from the State Program for IIJA Assistance; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be \$49,620.00 by reason of the lowest responsible bid;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: the City of Elk River does hereby agree to the terms and conditions of the grant consistent with the Minnesota Laws 2023, Chapter 68, Article 1, Section 2, Subdivision 5(a), and will pay any additional amount by which the cost exceeds the estimate, and will return any amount appropriated for the project but not required. The proper city officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

Passed and adopted this 15 day of July 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.11

Meeting Date
July 15, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Concessions Supervisor

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Ja'Nea Dart to the position of Concessions Supervisor effective July 16, 2024.

Background/Discussion

The position of concessions supervisor was created as part of the staff reorganization of the Furniture and Things Community Event Center. We went to market to fill this position and received 18 applications. Following interviews, references, and background checks, we recommend Ja'Nea Dart for this position.

Ms. Dart has worked in the food industry for more than 20 years, including 10 years as the general manager for Sparky's Cafe in Anoka. As general manager, she was responsible for the bookwork, ordering, serving, cooking/prep, staffing, and scheduling for the café. She selected and programmed the point-of-sale system for Sparky's and set it up to be user-friendly. Ms. Dart also worked for Chow Grill, helping with catering for large parties and events. Most recently, she's been the lead server for D's Smokehouse in Zimmerman.

Ms. Dart will start at step A of pay grade 8E. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position

Mission/Policy/Goal

Meet changing needs - Agile

Attachments

None

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Request for Action

To
City Council

Item Number
4.12

Meeting Date
July 15, 2024

Prepared By
Mark Dickinson, Fire Chief

Item Description
Fire Department Engine 2 Replacement Agreement
24-20

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Agreement 24-20 for the purchase of a Fire Engine with MacQueen Equipment, LLC for \$1,225,000.

Background/Discussion

During the Council retreat, the department presented the need to purchase a new fire engine to replace Engine 2, which is scheduled for replacement in 2025. The buildout for fire apparatus is 45–48 months, and we could save significant dollars if an agreement is signed this year. This replacement is listed in the fleet schedule and Capital Improvement Plan. Our discussions were to have this apparatus paid for with a bond together with our previously purchased Aerial and the construction of a new Fire Station #1.

The department worked with MacQueen Equipment to create the specifications for the Pierce apparatus. We have a long working relationship with MacQueen and Pierce. These agencies have always produced high quality products with outstanding customer service. They are members of the Houston-Galveston Area Council (HGAC), a cooperative that provides a guaranteed best price for cities to make purchases. We have been a member of HGAC for several years and are provided the lowest cost possible.

Financial Impact

The total purchase price is \$1,225,000. Additional discounts can be achieved by prepayment of 100%. The total discount would be \$150,160. Otherwise, net sale price is due at the time the vehicle is released at the manufacturing plant. The attached proposal and purchase agreement are valid through July 31, 2024. Pierce will implement a 1.75% price increase on August 2, 2024.

Mission/Policy/Goal

This purchase meets the city's mission of keeping the community safe.

Attachments

1. 1051 Proposal Letter 06282024
2. 1051 Purchase agreement 06282024

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June 28, 2024

Chief Mark Dickinson
City of Elk River
13073 Orono Pkwy NW
Elk River, MN 55330

Subject: **Proposal for one (1) Pierce Enforcer TM Pumper
Proposal / Bid 1051**

Dear Chief Dickinson,

With regard to the above subject, please find attached our completed proposal.
Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$1,225,000.00**

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Should the City of Elk River elect to have us provide a Performance Bond, \$3,461.00 will need to be added to the above sale price.

100% Prepayment Option:

Should the City of Elk River elect to make a 100% prepayment fifteen (15) days from contract signing, a discount of (**\$150,160.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,074,840.00** OR **\$1,078,301.00 with Performance Bond**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Elk River, MN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due fifteen (15) days from Contract signing for **Prepay discount** to be applicable.

Delivery* – 45 - 48 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid until July 31, 2024.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 651-261-9885 or dan.corcoran@macqueengroup.com.

We wish to thank the City of Elk River for the opportunity to submit our proposal.

Respectfully,

Dan Corcoran

Dan Corcoran
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the “Agreement”), made and entered into by and between MacQueen Equipment, LLC, as Delaware corporation DBA MacQueen Emergency (“MacQueen”), and City of Elk River, (customer) is effective as of the date specified in Section 3 hereof.

1. Definitions

- a. **“Product”** means the fire apparatus and any associated equipment furnished for the Customer by MacQueen, pursuant to the specifications.
- b. **“Specifications”** means the general specifications, technical specifications, orientation, and testing requirements for the Product contained in the MacQueen Proposal for the Product prepared in response to the Customer’s request for proposal.
- c. **“MacQueen Proposal”** means the proposal provided by MacQueen attached as Exhibit C prepared in response to the Customer’s request for proposal.
- d. **“Delivery”** means the date MacQueen is prepared to make physical possession of the Product available to the Customer.

2. Purpose

This Agreement sets forth the terms and conditions of MacQueen’s sale of the Product to the Customer.

3. Term of Agreement

This Agreement will become effective on the date it is signed and approved by MacQueen’s authorized representative pursuant to Section 22 hereof (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer’s Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment

The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1,225,000.00 (“Purchase Price”). Prices are in US Funds.

NOTE: Upon final inspection at the factory for pick-up or delivery, the customer will need to supply a “Certificate of Insurance” and “FULL PAYMENT” prior to release of the vehicle, unless prior arrangements for vehicle’s release have been made.

5. Future Changes

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer’s review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty or cancellation fee.

6. Agreement Changes

The Customer may request that MacQueen incorporate a change to the Products or the Specifications for the Products by delivering a change order to MacQueen; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit MacQueen to evaluate the feasibility of such change (“Change Order”). Within seven (7) business days of receipt of a Change Order, MacQueen will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. MacQueen shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only

effective when counter-signed by MacQueen's authorized representative. Only the listed customer person(s) specified on Exhibit A may be able to authorize and sign the Change Order.

7. Cancellation/Termination

In the event this Agreement is cancelled or terminated by the Customer before completion, MacQueen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by MacQueen; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. MacQueen endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by MacQueen upon sale of the Product to another purchaser, plus any costs incurred by MacQueen to conduct any such sale.

8. Delivery, Inspection, and Acceptance

a. Delivery

Delivery of the Product is approximately **45 - 48 months** of the Effective Date of this Agreement. Risk of loss shall pass to Customer upon Delivery. Delivery shall be made and title documentation shall pass upon Customer's complete fulfillment of its obligations arising under Section 4 hereof. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

b. Inspection and Acceptance

Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish MacQueen with written notice sufficient to permit MacQueen to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by MacQueen within thirty (30) days from the Notice of Defect. In the event MacQueen does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice

Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

City of Elk River
Chief Mark Dickinson
13073 Orono Pkwy NW
Elk River, MN 55330

10. Standard Warranty

The equipment sold herein will be manufactured by Pierce Manufacturing, Inc. and any warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative and MacQueen.

a. Disclaimer

Other than as expressly set forth in this agreement, neither Pierce, its Parent Company, Affiliates, Subsidiaries, Licensors, suppliers, distributors, dealers, including without limitation, MacQueen, or other respective officers, directors, employees, shareholders, agents or representatives, make any express or implied warranties with respect to the products provided hereunder or otherwise regarding this agreement, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty against infringement, and the

implied warranty of condition of fitness for a particular purpose are expressly excluded and disclaimed. Statements made by sales representatives or in promotional materials do not constitute warranties.

b. Exclusions of Incidental and Consequential Damages

In no event shall MacQueen be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from MacQueen's own negligence, or otherwise.

11. Insurance

MacQueen maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$ 2,000,000

Each Occurrence: \$ 2,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$ 5,000,000

Each Occurrence: \$ 5,000,000

The Customer may request MacQueen to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above.

12. Indemnity

The Customer shall indemnify, defend and hold harmless MacQueen, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by MacQueen which are not caused by the sole negligence of MacQueen or Pierce.

13. Force Majeure

MacQueen shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond MacQueen's control which make MacQueen's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default

The occurrence of one or more of the following shall constitute a default under this Agreement:

(a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; **(b)** MacQueen fails to perform any of its obligations under this Agreement; **(c)** either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; **(d)** any representation made by either party to induce the other to enter into this Agreement is false in any material respect; **(e)** the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or **(f)** the Customer is in default or has breached any other contract or agreement with MacQueen.

15. Relationship of Parties

Neither party is a partner, employee, agent, or joint venture of or with the other.

16. Assignment

Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction

Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Minnesota.

18. Facsimile & Electronic Verified Signatures

The delivery of signatures to this Agreement by facsimile transmission and/or electronic verified shall be binding as original signatures.

19. Entire Agreement

This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by MacQueen's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by MacQueen's authorized representative.

20. Conflict

In the event of a conflict between the Customer Specifications and the MacQueen Proposal, the MacQueen Proposal shall control.

21. Additional Orders

Company, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Company will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Company will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Company. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Company to the Customer in connection with this Agreement shall be liable for any obligation of Company arising under the Standard Applicable Warranty.

22. Signatures

This Agreement is not effective unless and until it is approved, signed and dated by MacQueen's authorized representative.

Accepted and Agreed to:

MACQUEEN EQUIPMENT, LLC

CITY OF ELK RIVER

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A – PURCHASE PAYMENT TERMS & CONDITIONS

MacQueen Equipment, LLC
1125 7th Street East
St. Paul, MN 55106

Customer Name City of Elk River **Date** June 28, 2024

Quantity	Chassis Type	Body Type	Contract Price per Unit
1	Enforcer	TM Pumper	\$1,225,000.00*

**Houston-Galveston Area Council (HGAC) Consortium Pricing*

PERFORMANCE BOND OPTION:

If a Performance Bond is required add \$ 3,461.00 to the contract price. Initial here to accept:

100% PREPAYMENT OPTION: DUE WITHIN FIFTEEN (15) DAYS OF CONTRACT SIGNING TO BE APPLICABLE.

If 100% prepayment is made within fifteen (15) days of contract signing deduct \$ 150,160.00 from contract price. Payment due within fifteen (15) days of contract signing is \$ 1,074,840.00 OR \$ 1,078,301.00 with Performance Bond. Initial here to accept:

Only the below listed person(s) are authorized to make changes to product specifications on behalf of the Customer.

Name	Title

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Company available options, including chassis models. Any addition or deletion may affect the unit price.

"PAYMENT TERMS" 100% of contract price or any balance is due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI).

"TAXES" Federal, State, and Local Taxes are not included in the contract price.

"LATE PAYMENT" A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first thirty (30) days. The late fee increases to .044% per day until the payment is received.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to MacQueen.] All taxes, excises and levies that MacQueen may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by MacQueen to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent (1.5%) per month or such lesser amount permitted by law. MacQueen will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that MacQueen substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. MacQueen shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by MacQueen or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to MacQueen, MacQueen shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Minnesota.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF June 28, 2024 BETWEEN MACQUEEN AND City of Elk River (customer) WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY MACQUEEN HEREIN.

Is Customer Name and Address listed on page 2 to be used on Certificate of Origin (CO)? ☐ Yes ☐ No

If not, please provide correct name and address to be listed on CO. _____

Is there a lienholder? ☐ Yes ☐ No

If yes, please provide lienholder Name & Address. _____

EXHIBIT B – PROPOSAL OPTION LIST WITH WARRANTIES

**SEE ATTACHED PROPOSAL OPTION LIST Bid Number 1051 Dated June 28, 2024 FOR ALL APPLICABLE
OPTIONS AND WARRANTIES APPROVED WITH CONTRACT.**



Option List

6/28/2024

Customer: Elk River Fire Department, City of
Representative Corcoran, Dan
Organization: MacQueen Emergency Group
Requirements Manager:
Description: Elk River Enforcer 161 TM
Body: Pumper, Long, Aluminum, 2nd Gen
Chassis: Enforcer Chassis

Bid Number: 1051
Job Number:
Number of Units: 1
Bid Date: 06/03/2024
Stock Number:
Price Level: 49 (Current: 49)
Lane: Lane 2

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Elk River Operating/In conjunction W-Service Center - Operating Miles - 75 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - MacQueen Emergency Delivery - Delivery representative Dealership/Sales Organization, Service - MacQueen Emergency	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - job #36865	1
7	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
8	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
9	0588611		Vehicle Certification, Pumper	1
10	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
11	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
12	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - four	2
13	0620362		Consortium, HGAC	1
14	0537375		Unit of Measure, US Gallons	1
15	0030006		Bid Bond Not Requested	1
16	0816569		Performance Bond, Not Requested, PPI Terms	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0649754		Enforcer Chassis	1
20	0000110		Wheelbase Wheelbase - 232.5	1
21	0000070		GVW Rating GVW rating - 49,840	1
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0806946	SP	Axle, Front, Oshkosh TAK-4, Non Drive, 19,840 lb, Enforcer	1
25	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Enf/SFR	1
26	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
27	0000322		Oil Seals, Front Axle	1
28	0899438		Tires, Front, Goodyear, Armor MAX MSA, 425/65R22.50, 20 ply	1
29	0019611		Wheels, Front, Alcoa, 22.50" x 12.25", Aluminum, Hub Pilot	1
30	0789834	SP	Axle, Rear, Meritor RS30-185, 30,000 lb, Saber/Enforcer	1
31	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
32	0635109		Suspen, Rear, Single Slipper Spring, 31,000 lb, Saber FR/Enforcer	1
33	0000485		Oil Seals, Rear Axle	1
34	0585004		Tires, Rear, Goodyear, G289 WHA, 315/80R22.50, 20 ply, Single	1
35	0654750		Wheels, Rear, Alcoa-Accuride, 22.50" x 9.00", Aluminum-Steel, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
38	0801909		Lug Nut, Covers, Chrome	1

Line	Option	Type	Option Description	Qty
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0003240		Axle Hub Covers, Rear, S/S Baby Moon (Pair)	1
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires)	1
			Qty, Pair - 01	
43	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
44	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900/ULC	1
45	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
46	0803729		Brakes, Meritor, Cam, Rear, 16.50 x 8.63" No Dust Shield	1
47	0735527		Air Compressor, Brake, Wabco 26.8 CI, Paccar	1
48	0637584		Brake Reservoirs, 5,376 Cubic Inch Minimum Capacity, Saber FR/Enforcer	1
			Paint Color, Air Tanks - Frame color	
49	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
50	0000790		Brake Lines, Nylon	1
51	0000856		Air Inlet, with Kussmaul Air Eject	1
			Location, Air Coupling(s) - h) DS Pump Panel	
			Qty, Air Coupling (s) - 1	
52	0630142		Moisture Ejectors, Automatic, w/Heat, All Tanks, Enforcer/Saber FR	1
53	0808515		Engine, Paccar MX, 510HP, 1850 lb-ftW/OBD, EPA 2027, Saber FR/Enforcer	1
54	0000000	STF	Engine Contingency Adjustment	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0735687		Engine Brake, Fully Integrated, Paccar MX13 Engine	1
			Switch, Engine Brake - MX13	
57	0622035		Clutch, Fan, Air Actuated, Fan Clutch Disengaged Switch, Enforcer MUX	1
58	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
59	0814375		Exhaust System, Horizontal, Right Side	1
			Exhaust, Diffuser - Aluminized Steel (Standard)	
			Exhaust, Material/Finish - Aluminized Steel (Standard)	
			Location, Diffuser Termination - 2.00" Past Rub Rail (Standard)	
			Tip, Exhaust - Straight Tip (Standard)	
60	0788765		Radiator, Saber FR/Enforcer	1
61	0001090		Cooling Hoses, Rubber	1
62	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
63	0001129		Lines, Fuel	1
64	0734655		DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Fill Dr, ENF	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
			Latch, Door, Access - lift and turn latch, flush	
65	0552793		Not Required, Fuel Priming Pump	1
66	0802279		Shutoff Valve, Fuel Lines (2) @ Above Transmission, Paccar	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0690880		No Selection Required From This Category	1
69	0887546		Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625331		Transmission, Shifter, 6-Spd, Push Button, 4000 EVS	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0804209		Engraving, Transmission Dipstick Cap, "Synthetic Trans Fluid Only" TES-668	1
73	0801876		Fluid, 4000 Series Trans, Allison Approved TES-668 Synthetic, IPOS, Custom	1
74	0001375		Driveline, Spicer 1810	1
75	0734211		Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar	1
76	0802950		Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1
77	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - Elk	
			Text, Row (2) Two - River	
			Text, Row (3) Three - Fire	
78	0058490		Cab Gap, Wheelbase, 1" Additional	1
79	0012245		Bumper, 19" Extended, Polished S/S, Saber FR/Enforcer	1
80	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 20) 125' of 1.75"	
81	0630813		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray	1
			Stay arm, Tray Cover - c)Pneumatic Stay Arm, Dual	

Line	Option	Type	Option Description	Qty
82	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
83	0002270		Tow Hooks, Chrome	1
84	0648332		Cab, Enforcer, 7010	1
85	0747442		Engine Tunnel, X12, MX13, Enforcer	1
86	0887601		Cab Insulation, Enforcer/Saber FR	1
87	0633594		Rear Wall, Interior, Adjustable Seating	1
88	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
89	0639726		Cab Lift, Elec/Hyd, Manual Override, Unlocked Ind Light, Saber FR/Enforcer	1
90	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
91	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
92	0087357		Molding, Chrome on Side of Cab	1
93	0807009	SP	Mirrors, Ramco, 8001PCHR LS/8015PCHR RS, All Htd/Rmt, Cab Corner Mnt	1
94	0072189		Mirror, 8.00" Convex, Cab Front, Front Cross View	1
95	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
			Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	
96	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
97	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
98	0620344		Steps, 4-Door Cab, Dual, Saber FR/Enforcer	1
			Light, Step, Additional - P25 LED	
			Step Well Material - Aluminum Treadplate	
99	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab	1
			Color, Handrail Light - Red	
			Control, Handrail Light - Parking Brake	
100	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts	1
			Color, Trim - Chrome Housing	
101	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
102	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
103	0012090		Not Required, Windows, Front/Side of raised roof	1
104	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
105	0897939		Insulation, Additional, Underside Crew Cab Floor, Foil, Mech Fasteners, SFR/Enf	1
106	0598202		Insulation, Additional, Cab Doors	1
107	0894296		Insulation, Additional, Step Wells, SFR/Enf	1
108	0824601	SP	Enclosure Around Light Tower on Cab Roof, Painted, Weep Holes	1
109	0553057		Holder, Cup, Cab/Crewcab, Each	4
			Qty, - 04	
110	0894089		Dash, Heavy Duty Metal, Enforcer	1
			Material Finish, Metal Dash - Red	
111	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
112	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Red	
			Engine Tunnel Cover - Red Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
113	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - d) red	
114	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
115	0817805		HVAC, Heavy-Duty, Enforcer, Paccar, CARE	1
			Paint Color, A/C Condenser - Painted to Match Cab Roof	
			HVAC System, Filter Access - Removable Panel	
			Auxiliary Cab Heater - Both	
			HVAC System, Control Loc. - Panel Position #12	
			Plenum Cover Material - Formed Plastic	
116	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, SFR/Enf	1
			Sun Visor Retention - No Retention	
117	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
118	0583938		Lights, Engine Compt, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	1
			Qty, - 01	
119	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Southco C2 Black Flush	

Line	Option	Type	Option Description	Qty
120	0583040		Frontal Impact Protection	1
121	0622617		Seating Capacity, 6 Seats	1
122	0636956		Seat, Driver, Pierce PSV, Air Ride, High Back, Frontal Impact, PRIMARY, SFR/Enf	1
123	0636944		Seat, Officer, Pierce PSV, Fixed, SCBA, Frontal Impact, PRIMARY, SFR/Enf	1
124	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch	
125	0631752		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, 17" Btm, PRIMARY, SFR/Enf	1
126	0102783		Not Required, Seat, Rr Facing C/C, Center	1
127	0631750		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, 17" Btm, PRIMARY, SFR/Enf	1
128	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
129	0819385		Seat, Fwd Fcng C/C, Ctr, (2) Pierce PSV, SCBA, 17" Btm, 5.5" Sp, PRIMARY,SFR/Enf	1
130	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
131	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	6
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Black	
			Qty, - 06	
132	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
133	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
134	0817557		Helmet Storage, Provided by Fire Department, NFPA/ULC 2024	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
136	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
137	0816997		Portable Hand Light, Provided by Fire Dept, NFPA/ULC 2024	1
138	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
139	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
140	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
141	0509042		Messages, Open Dr/DNMT, Color Dsply,	1
142	0611683		Switching, Cab Instrument Lower Console & Overhead, Membrane, Enforcer WiFi MUX	1
143	0802946		Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1
144	0820897		Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900	1
			Location, Wiring - Officer Dash	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
145	0821498		Wiring, Spare, 5 A 12V DC 1st Batt Dir NFPA1900	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - tbd	
146	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900	1
			Location, Wiring - Officer Dash	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
147	0821191		Wiring, Spare, 20 A 12V DC, Batt Dir, 1st NFPA1900	1
			Location, Wiring - radio compt	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
148	0820921		Wiring, Spare, 4.8 A 12V DC, USB Term, Blue Sea 1045, Batt Dir, 1st NFPA1900	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - near VDR	
149	0821490		Wiring, Spare, 5 A 12V DC 2nd NFPA1900	1
			Qty, - 01	
			12vdc power from - Ignition power	
			Wire termination - Butt Splice	
			Location - officer dash	

Line	Option	Type	Option Description	Qty
150	0650545		Radio, AM/FM/CD/USB/Aux Input, Sony Speakers, AM/FM Radio - Two (2) pairs of speakers, Cab/Crew Antenna, AM/FM Radio - Roof-mounted rubber antenna LS Location, AM/FM Radio - a) within reach of the driver	1
151	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714 System Of Measurement - US Customary	1
152	0816633		Collision Mitigation, HAAS Alert (R2V), HA7 Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	1
153	0606249		Vehicle Data Recorder w/CZ and Overhead Display Seat Belt Monitor	1
154	0698805		Bracket, Johnny Ray, Heavy Duty Swivel, 14 lb. Rating Location - centered between D and O	1
155	0799837	SP	Cable, Motorola HKN-6166, 75' Mobile 2-way Radio, Remote Head Location - radio compartment Qty, - 01 Location 2 - pump panel	1
156	0665245		Cable, Motorola HKN6168, 30' Mobile 2-way Radio, Remote Head Location - radio compt Qty, - 01 Location 2 - overhead johnny ray	1
157	0709553		Install Customer Provided Two-Way Radio(s), Dual Heads Location - behind officer seat Qty, - 01 Fill in Blank - in the cab on the johnny ray and one at the pump panel mic and speaker box	1
158	0736417		Install Customer Provided Two-Way Radio(s), Single Remote Head Location - radio compt Qty, - 01 Fill in Blank - officer dash	1
159	0597940		Install Customer Provided Two-Way Radio Speaker(s) Location - tbd Qty, - 01	1
160	0729286	SP	Antenna, Motorola AN000163A01, Stubby Low-Loss Antenna Location - radio box Qty, - 01	1
161	0808235	SP	Camera, Pierce, LS Mux, PMP 7" HD, Display, R, Camera, SD Camera System Audio - Speaker Behind Driver Camera System	1
162	0814831		Not Required, Camera Switcher	1
163	0807032	SP	Camera System Display, Pierce, Top Mount, Flush Mount Location - passenger side of top mount panel	1
164	0523921		Recess, Rear Vision Camera Location, Camera, Recessed - Center Rear	1
165	0674566		Location, Rear Vision Camera Location - recessed and centered	1
166	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
167	0896456		Prognostics, Electrical System	1
168	0624253		Electrical System, Enforcer MUX	1
169	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
170	0008621		Battery System, Single Start, All Custom Chassis	1
171	0002698		Battery Compartment, Saber/Enforcer	1
172	0813848		Charger, Sngl Sys, IOTA, DLS-75, 75 amp, IQ4 Controller	1
173	0814869		Location, Cab, Charger, Behind Driver Seat	1
174	0813791		Panel, Charger Display, Kussmaul, 091-94-12, Batt Dir	1
175	0814872		Location, Cab, Ind/Remote, Display Through Window Behind Driver Seat	1
176	0811952		Not Required, Indicator/Remote Status	1
177	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger	1
178	0026800		Shoreline Location Location, Shoreline(s) - DS Pump Panel	1
179	0783395		Transfer Switch, Generator to Shoreline 30 Amp and Under	1

Line	Option	Type	Option Description	Qty
180	0647728		Alternator, 430 amp, Delco Remy 55SI	1
181	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
182	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel	1
			Color, Headlight Bez - Chrome Bezel	
183	0797346		Light, Directional, Wln 600 Cmb, Cab Crn, Wrp Bzl Outside Wrn Lts Enf, Sab FR	1
			Color, Lens, LED's - Clear	
184	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
185	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer	1
			Light Guard - No Guards	
186	0625210		Lights, Directional, Cab Front Side, Truck-Lite 19036Y LED, AXT/Enf	1
187	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
188	0804514		Lights, Tail, Wln M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg	1
			Color, Lens, LED's - Clear	
			Flash Pattern, Directional Lts - Steady On (Arrow)	
189	0806466		Lights, Backup, Wln M62BU, LED, For Tail Lt Housing	1
190	0663884		Bracket, License Plate & Light, P25 LED, Temp Under Tailbrd	1
			Location - RS	
191	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
192	0589905		Alarm, Back-up Warning, PRECO 1040	1
193	0817254		Lights, Perimeter Cab, Amdor AY-LB-12HW0** LED 4Dr	1
194	0769557		Lights, Perimeter Pump House, Amdor AY-LB-12HW0** LED 4lts	1
195	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
196	0896454		Enhanced Software for Perimeter Lts	1
197	0566799		Lights, Step, P25 LED 4lts, Ign, Prk Brk Activated	1
198	0633985	SP	Bracket, Alum. Painted, 12V Surface Mounted Flood Lights, Side Sheet, Each	2
			Location - Rear side sheet LS RS	
			Qty, - 02	
199	0736731		Lights, HiViz FT-GESM LED 1st	1
			Location - LS forward of crew cab window	
			Qty, - 01	
			Control, Scene Lts - Side Scene Controls	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	
200	0736729		Lights, HiViz FT-GESM LED 2nd	1
			Location - RS forward of crew cab window	
			Qty, - 01	
			Control, Scene Lts - Side Scene Controls	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	
201	0733336		Lights, HiViz FT-GESM* LED 2nd	1
			Location - RS rear side sheet	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Pnl Top Mnt	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	
202	0733343		Lights, HiViz FT-GESM* LED 1st	1
			Location - LS rear side sheet	
			Qty, - 01	
			Control, Scene Lts - Cab Sw Panel DS and Pump Pnl Top Mnt	
			Color, Lt Housing HiViz - Crm Opt Hold, Crm Bez, Blk Fix	
203	0532358		Not Required, Deck Lights, Other Hose Bed & Rear Lighting	1
204	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips	1
			Control, Hose Bed Lts - Cup Switch At Rear	
205	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
206	0743346		Lights, Rear Scene, HiViz FT-GSMJR-*, Surface Mt	2
			Location, Lights - LS and RS upper rear bulkhead	
			Qty, - 02	
			Control, Rear Scene Lts - Cab Switch Panel DS, Pump Panel Top Mount	
			and Body Switch, DS Rear Bulkhead	
			Color, Trim - Chrome Trim & Optic Holder	
207	0709438		Lights, Walk Surf, FRP Flood, LED	1
208	0060016		Pumper, Long, Aluminum, 2nd Gen	1
209	0554271		Body Skirt Height, 20"	1
210	0025647		Tank, Water, 1000 Gallon, Poly, Long, New York Style	1

Line	Option	Type	Option Description	Qty
211	0003405		Overflow, 4.00" Water Tank, Poly	1
212	0028104		Foam Cell Required	1
213	0010011		Fill Dome Special Location	1
			Location, Tank Dome - per AD print	
214	0635329		Modified Poly Tank & Cradle, Ext'd To Rear, Pumper	1
215	0633066		Sleeve, Through Tank	3
			Qty, Sleeve - 3	
			Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	
216	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
217	0003429		Not Required, Direct Tank Fill	1
218	0003424		Not Required, Dump Valve	1
219	0048710		Not Required, Jet Assist	1
220	0030007		Not Required, Dump Valve Chute	1
221	0514778		Not Required, Switch, Tank Dump Master	1
222	0618241		Hose Bed, Aluminum, Pumper, New York Style	1
			Material Trim/Scuffplate - b) S/S, Brushed	
223	0723549		Painted Hose Bed	1
			Paint Color, Hose Bed Interior - Match Lower Body	
224	0003481		Hose Bed Capacity, Special	1
			Capacity, Hosebed - HB#1 350' OF 2.50" DJ COTTON, HB#2 600' OF 5.00", HB#3 350' OF 2.50" DJ COTTON	
225	0003488		Divider, Hose Bed, Unpainted	3
			Qty, Hosebed Dividers - 3	
226	0807438		Hose Restraint, Hose Bed, Vinyl, Top, Separate From Rear	1
			Color, Vinyl Cover - c) black	
			Fastener, Top Restraint, Front - Velcro	
			Fastener, Top Restraint, Sides - StayPut Shock Cord Loop Pull Tab	
			Fastener, Top Restraint, Rear - Velcro	
227	0807411		Hose Restraint, Hose Bed, Vinyl, Rear, Separate From Top, Seat Belt	1
			Color, Vinyl Cover - c) black	
			Vinyl Flap Weight - Not Weighted	
			Color, Strap - Orange	
			Release, Seat Belt Buckle - Bar	
			Fastener, Rear Restraint, Bottom - Spring Clip and Hook	
228	0648736		Crosstube, Reinforcement, Above Hose Bed	1
			Location - above hose bed	
			Material/Finish, Cross Tube - Painted Match Lower	
			Size, Crosstube - 2"x3"	
229	0620895		Cutout, Handhold, in Hose Bed Divider, Location	3
			Location - to match same as Job #36865	
			Qty, - 03	
230	0013512		Running Boards, 12.75" Deep	1
231	0689615		Tailboard, 24" & 8" Deep, T-Shaped	1
232	0690037		Wall, Rear, Smooth Aluminum/Body Material	1
			Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	
233	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
234	0003556	SP	Steps, Full Width @ Top Mount Walkway	1
235	0014112		Tray, Hose, Running Board, Special Capacity, Predefined	2
			Location, Hose Tray, Running Board - a) both sides	
			Qty, Tray, Hose - 2	
			Capacity, Hose Tray (Predefined) - 50' of 5"	
236	0590924		Hose Restraint, Running Board, Cover, Vinyl	2
			Color, Vinyl Cover - c) black	
			Location - LS and RS running board trays	
			Qty, Tray, Hose - 2	
			Type of fastener, Rear - Velcro with snaps - Bumper	
237	0895820		Construction, Compt, Alum, 2G Pumper	1
238	0063662		LS 161" Rollup, Full Height Front & Rear, FDLER	1
239	0063669		RS 161" Rollup, Full Height Front & Rear, FDLER	1
240	0692733		Doors, Rollup, Gortite, Side Compartments	6
			Qty, Door Accessory - 06	
			Color, Roll-up Door, Gortite - Painted to Match Lower Body	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	

Line	Option	Type	Option Description	Qty
241	0013671		Compt, Rear, Rollup, 30.75" FF, 25.88" D	1
242	0692746		Door, Gortite, Rollup, Rear Compartment	1
			Color, Roll-up Door, Gortite - Satin finish	
			Latch, Roll-up Door, Gortite - Non-Locking Liftbar	
243	0554995		No Body Modification Required	1
244	0016023		Scuffplate, Polished S/S On Rear Outside Edge of Body	1
245	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper	7
			Qty, Door Accessory - 07	
			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
246	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker	7
			Qty, - 07	
			Location, Compartment Lights - All Body Compts	
247	0687146		Shelf Tracks, Painted	5
			Qty, Shelf Track - 05	
			Location, Shelf Track - LS1, LS3, RS1, RS2 and RS3	
248	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations	4
			Qty, Shelf - 04	
			Material Finish, Shelf - Painted - Spatter Gray	
			Location, Shelves/Trays, Predefined - RS2-Centered, RS3-Upper Third, RS3-On Hyd Ladder Actuator Cover - Std Depth Sect and RS1-On Hyd Ladder Actuator Cover - Std Depth Sect	
249	0618091	SP	Shelves, Adjustable, 3 Point Gusset Mount, Painted	2
			Qty, Shelf - 02	
			Location, Shelf - LS1, right side of standard depth area - first shelf at the transition point and second shelf in the upper third. Both shelves to be 24" wide. This width will match width of the slide out floor mounted tray.	
250	0625835		Shelves, Adjustable, 500 lb Capacity, Full Width/Depth, Special Side Height	1
			Qty, Shelf - 01	
			Location, Shelf - LS3, transition point, flush mounted to top of CTECH drawer insert.	
			Shelf, Side Height, Front - 2"	
			Shelf, Side Height, Rear - 2"	
			Material Finish, Shelf - Painted - Spatter Gray	
			Shelf, Side Height, Right & Left - 2"	
251	0890862	SP	Tray, Floor Mounted, Slide-Out, w/ Side Slides, 200lb, Spcl Width, 2" Sides, 2G	1
			Qty, - 01	
			location - LS1 closest to the rear bulkhead as practical	
			Width - 24.00"	
			Material Finish, Tray - Painted - Spatter Gray	
252	0647472		Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 2G	2
			Qty, - 02	
			location - RS1, RS3	
			Material - Painted - Spatter Gray	
253	0725607		Drawer Insert, CTECH, Three Drawers, Up To 48" Wide	1
			Qty, - 01	
			Location - LS3	
			Size, Drawer Height 1 (Top) - 4.00"	
			Size, Drawer Height 2 - 6.75"	
			Size, Drawer Height 3 - 11.75"	
254	0540317		Toolboard, Swing-out, Alum, .188", Peg Board	1
			Qty - 1	
			Location, Pivot - Front	
			Mounting, Toolboard - Stationary	
			Hole Diameter, Pegboard/Toolboard - .203" diameter	
			Finish, Pegboard/Toolboard - Painted - Spatter Gray	
			Location, Toolboard - LS2 - Full Height/Width	
255	0614922		Dura Surf, Additional, Location	3
			Location - interior of ctech drawer sides	
			Qty, Comp. Accessory - 03	
256	0745862	SP	Reinforcement, Rear Wall, For Future Monitor Mounting	1
			Location - LS rear bulkhead per drawing	
			Fill in Blank - Blitzfire Model TBD	
257	0004016		Rub Rail, Aluminum Extruded, Side of Body	1
258	0784810		Fender Crowns, Rear, Stainless, Wider Than Standard, w/Removable Liner	1
			Material Finish, Fender Liner - Brushed Stainless	

Line	Option	Type	Option Description	Qty
259	0744831	SP	Hose, Hard Suction, 6.0", 10.0', Clear Corrugated, 5.0" Storz/Rocker Lug	1
			Qty, Hard Suction Hose - 1	
260	0018502		Trough, HSH, (1), Side of Hydraulic Ladder Rack 2000	1
			Fill in Blank - Kocheck 6"x10' clear corrugated with 5" storz	
261	0625546		Handrails, Top Mount Pump Panel, Per Print	1
262	0005261		No Handrail Required, Beavertail	1
263	0648737		Handrails, Rear, (2), Above Hose Bed, Cross Tube Mounted	1
264	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia	1
			Qty, - 01	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - RS Fwd	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Dura-Surf Lining	
265	0648325		Compt, Air Bottle, Double, Tri Door, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Double - LS Rear - Fuel Combo	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - W-Shaped Insert	
266	0657522		Compt, Air Bottle, Triple, Fender Panel	2
			Qty, Air Bottle Comp - 2	
			Door Finish, Fender Compt - Polished	
			Location, Fender Compt - Triple - LS Fwd and Triple - RS Rear	
			Latch, Air Bottle Compt - Flush Lift & Turn	
			Insert, Air Bottle Compt - Dura-Surf Lining	
267	0646108		Holder, Air Bottle, Zico Model UH-5-30-3-SFPHS, Mounted in Compt w/Tracks	1
			Qty, Bracket - 01	
			Location, Bracket/comp. - on LS3 rear wall towards back of truck. MSA	
			30 Min bottle	
268	0004224		Ladder, 28' Duo-Safety 1200-A 2-Sect	1
269	0004230		Ladder, 14' Duo-Safety 775A Roof	1
270	0015036		Rack, Ladders, Hydraulic, RS, Air Clamps	1
			Ladder Rack Lock Enclosure/Light Mounting Bracket - RS Front & Rear	
			S/S Enclosures	
			Location, Hydraulic Ladder Rack Controls - Pump Panel	
271	0891874	SP	Trough, Additional Ladder, Hose Bed	1
			Ladder, Make/Model - Little Giant Velocity Model 17	
272	0756375		Lights, Hyd Lad Rack Deployed, Truck-Lite 15****	1
			Color, Light - Amber Flashing	
			Color, Lens, LED's - Clear	
			Trim, T-L 15 - Chrome	
273	0733387		Ladder, 10' Duo-Safety Folding 585A	1
274	0761307		Mounting Clips, Folding Ladder, Hydraulic Ladder Rack	1
			Location, Folding Ladder Storage - Hydraulic Rack - Outboard	
275	0024499		Arm, Rear, Offset, Hydraulic Rack 2000, Recess Light	1
276	0564381		Hydraulic Pump, Ladder Rack, Special Location	1
			Location - RS pump panel	
277	0724702		Trough, Backboard, In Hose Bed Compartment	1
			Qty, Backboard Troughs - 1	
			Location Within Compartment - inboard of little giant storage, as shown in	
			AD	
			Size, Backboard, Predefined - 72"L x 18"W x 3"H	
278	0627899		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8	2
			Location - hydraulic ladder rack	
			Qty, Pike Poles - 2	
279	0636805		Pike Pole, 10' Fire Hooks Unlimited, New York Roof Hook, Steel, RH-10, Pry End	2
			Qty, - 02	
280	0760176		Tube, Pike Pole 8' or Longer, Hydraulic Ladder Rack Inboard	4
			Qty, Pike Poles - 4	
			Material/Finish, Tube, Pike Pole - Painted Aluminum	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
281	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	2
			Qty, - 02	
			Location - backboard storage area	

Line	Option	Type	Option Description	Qty
282	0760246		Tube, Pike Pole 6', Hydraulic Ladder Rack Inboard	2
			Qty, Pike Poles - 2	
			Material/Finish, Tube, Pike Pole - Painted Aluminum	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
283	0748200	SP	Tubes, Alum, Pike Pole Storage, Hose Bed	2
			Location - below backboard storage	
			Qty, Pike Pole Tubes - 02	
284	0004375		Bell, 12" Chrome w/Eagle	1
			Location, Acc. Misc. - b) passenger's side	
285	0785102		Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident	1
			Coating, Step - black	
			Location, Steps - Full Height Left Side w/LED Light	
286	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - black	
287	0018541		Steps, Stirrup Style w/Grip Strut, Pair	1
			Location, Additional Step - on the RS and LS below pump walkway	
			Light, Step, Additional - P25 LED	
288	0591252	SP	Pump House, Top Mount, 54", w/19" Walkway, Control Zone	1
			Light, Walkway Compt - P25 LED	
289	0769804	SP	Raise Pump House Structure, w/4" raised walkway, Crosslays Front Of Walkway	1
290	0004425		Pump, Waterous, CSU, 1500 GPM, Single Stage	1
291	0004482		Seal, Mechanical, Waterous	1
292	0816447		Trans, Pump, Waterous C22 Series	1
293	0635600		Pumping Mode, Stationary Only	1
294	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
295	0003148		Transmission Lock-up, EVS	1
296	0004547		Auxiliary Cooling System	1
297	0014486		Not Required, Transfer Valve, Single Stage Pump	1
298	0746508		Valve(s), Relief Intake, Trident Air Max, Control Location	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
299	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
300	0672564		Primer, Trident, Air Prime, Air Operated, w/ (1) Addl Priming Valve, Automatic	1
			Inlet Extra Primer - Rear Inlet	
301	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
302	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
303	0795135		Plumbing, Stainless Steel, w/Foam System	1
304	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
305	0014650		Pump Suction Tube(s), Short, All	1
306	0699096		Not Required, Cap, Main Pump Inlet, Included w/Storz Adapter	1
307	0084610		Valves, Akron 8000 series- All	1
308	0004687		Valve, Inlet(s) Recess, Top Mount	1
309	0004710		Control, Inlet, at Top Mount Panel	1
			Qty, Inlets - 1	
310	0004660		Inlet (1), Left Side, 2.50"	1
311	0029147		Not Required, Inlet, Right Side	1
312	0682286		Inlet, Rear, 4"-6" w/5"S/S Plmb, Below Tee, RS, Extended to rear, Bleeder Valve	1
			Inlet, Size - Five	
313	0767411		Control, Rear Inlet, Akron 9333 Elec Controller, w/Override, Access Door	1
314	0012609		Elbow & Cap, Rear Inlet, 5" FNST x 5" Storz	1
315	0737977		Valve, Relief Intake, Rear Inlet, Trident Air Max, Cntrl w/Main Pump Intake Relief	1
316	0092568		No Rear Auxiliary Inlet Requested	1
317	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
318	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
319	0004905		Outlet, Tank Fill, 1.50"	1
320	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
321	0004940		Outlet, Left Side, 2.50"	1
			Qty, Discharges - 01	
322	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
323	0092570		Not Required, Outlets, Left Side Additional	1
324	0035094		Not Required, Elbow, Left Side Outlets, Additional	1

Line	Option	Type	Option Description	Qty
325	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
326	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
327	0092571		Not Required, Outlets, Right Side Additional	1
328	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
329	0816625		Outlet, Large Diameter, Right Side, Akron Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Akron 9333 w/analog pressure gauge	
330	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
331	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - in center bumper tray	
332	0592885	SP	Outlet, Rear, 2.50" Fill In BlankSpecial Location	2
			Location - one each side above b1	
			Qty, Discharges - 02	
333	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
334	0092574		Not Required, Outlet, Rear, Additional	1
335	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
336	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
337	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
338	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
339	0820280		Outlet, 3.00" Deluge Riser	1
340	0563671		Monitor, Akron 3431 Hi-Riser- No Ground Base	1
			Monitor Finish - Painted by OEM	
341	0501504		Nozzle, Akron 2499, Quad Tips, 3488 and 5160 Manual Fog	1
342	0005070		Deluge Mount, NPT	1
343	0723726		Speedlay Module Not Required	1
344	0722432		Hose Restraint Not Required, No Speedlay Module	1
345	0723395		Speedlays, Not Required	1
346	0723394		Speedlays, Not Required	1
347	0787799	SP	Crosslays, (2) 1.50", (1) 2.50", Front of Walkway, Single Stack, Lift Up Cover	1
			Capacity, Special Xlay - 200' 1.75" and 200' 2.5"	
348	0029196		Not Required, 2.50" Crosslay	1
349	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	2
			Qty, - 02	
			Color, Strap - Red	
350	0029260		Not Required, Speedlays	1
351	0750536		Hose Restr, Spdly, Not Required, No Spdly	1
352	0522721		90 Degree Swivel Elbow, Special Location	3
			Location - 2.5" forward, 1.75" middle, 1.75" rear	
			Qty, - 03	
353	0587805	SP	Reel, Booster - Alum. Rear Compt, High on Rear Wall	1
354	0005279		Switch, Reel Rewind - One at Reel	1
355	0075300		Hose, Booster - 100' of 1.00"/800 PSI	1
356	0025244		Capacity, Hose Reel 100' of 1"	1
357	0007122		Nozzle, Task Force Tips, B-BGH 10-125 gpm	1
358	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Rear Outlet Left	
			Side, Crosslay Front, Crosslay Center and Crosslay Rear	
359	0012126		Not Required, CAF Compressor	1
360	0592527		Refill, Foam Tank, Integral, Husky 3	1
361	0031896		Demonstration, Foam System, Dealer Provided	1
362	0022539		Foam Cell, 20 Gallon, Reduce Water	1
			Type of Foam - Class "A"	
363	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
364	0091079		Not Required, Foam Tank #2	1
365	0091112		Not Required, Foam Tank #2 Drain	1

Line	Option	Type	Option Description	Qty
366	0746445		Approval Dwg, Pump Operator's Panel, Includes Color And Label Tags	1
			Num Of Truck(s) or Sim Unit, OPER Pump Pnl, Dwg - 01	
367	0032479		Pump Panel Configuration, Control Zone	1
368	0629253		Material, Pump Panels, Top Control Black Vinyl, Side Panels Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
			Material, Pump Panel, Top Control - Aluminum	
			Material Finish, Pump Panel, Top Control - Black Vinyl	
369	0896632		Panel, Pump Access - Both Sides, Top Mount	1
			Latch, Pump Panel Access, Top Mount - Swell Latch, Black	
370	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
371	0586382		Gauges, Engine, Included With Pressure Controller	1
372	0005601		Throttle, Engine, Incl'd w/Press Controller	1
373	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
374	0549333		Indicators, Engine, Included with Pressure Controller	1
375	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
376	0553643		Control, Air Horn at Pmp Pnl, Red Switch, Momentary	1
377	0081262		Drains, RS, Keep Area Under Main Inlet Clear	1
378	0007518		Drains, Above Running Boards, LS, RS	1
379	0066121		Drains, LS, Keep Area Under Main Inlet Clear	1
380	0692286		Cold Climate Package, Pump House, Level 2	1
381	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
382	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
383	0757359		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - i) ignition switch	
384	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - pg) pump in gear	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab	
			Color, Trim - Chrome Trim	
385	0062992		Gauge, Foam Level, (1) Tank, Class 1, GAAAR 5lt	1
386	0759402	SP	Light Shield, Top Mt, LED Strip Lights, Single Light w/Pump in Gear	1
387	0516713		Light, Over Driver Side Pump Panel, P25 LED Stp Lt	2
			Qty, - 02	
388	0522730		Light, Over Passenger Side Pump Panel, P25 LED Stp Lt	2
			Qty, - 02	
389	0003931		Microphone & Speaker w/ Plain Door - Top Mt Panel	1
			Qty, - 01	
390	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
391	0606835		Location, Air Horns, Bumper, Each Side, Outside Frame, Outboard (Pos #1 & #7)	1
392	0757092		Control, Air Horn, Multi Select	1
393	0757077		Control, Air Horn, Lanyard, LS	1
			Lanyard - Nylon Rope	
394	0757076		Control, Air Horn, Lanyard, RS	1
			Lanyard - Nylon Rope	
395	0757084		Control, Air Horn, Horn Ring	1
396	0814300		Not Required, Electronic Siren Control By CORE System, CCCo	1
397	0046133		No Siren Location	1
398	0076155		No Siren Switch	1
399	0824952		Speaker, (2) WIn, SA315P, w/Pierce Polished SS Grille, 100 watt, CCTL9, CCCo	1
400	0601559		Location, Speaker, Frt Bumper, Recessed, Each Side, Inside Frame (Pos 3 & 5)	1
401	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
402	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
403	0748305		Control, Mech Siren, Multi Select	1
404	0731979		Control Mech Siren, Push Button Sw, Chrome, RS	1
405	0748280		Control Mech Siren, Horn Ring	1
406	0740391		Sw, Siren Brake, Momentary Chrome Push Button, RS	1
407	0736164		Sw, Siren Brake, Momentary, LS Overhead Sw Pnl	1
408	0811625		Control System, Supplier Based, Electrical WIn CenCom Core C399 HW CCCo	1

Line	Option	Type	Option Description	Qty
409	0824762		Module, Control Head, CCTL9, 6 PB/Rot Knob, CCCo	1
410	0746353		Location - Johnny ray swivel	1
411	0808108	SP	Not Required, Warning Lights Intensity	1
			Lightbar, Wln, Frdm Q WCX, 72", RRRWRR_Str_BBWBbb, CCCo	1
412	0790846		Filter, Whl Freedom Ltbrs - No Filters	1
			Power Supply, Wln PE215 Traffic Light Controller, Single Strobe Tube	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
413	0016380		No Additional Lights Req'd, Side Zone Upper	1
414	0806738	SP	Lights, Front Zone, Wln M6*S M6*S M6*S M6*S M6*S M6*S Wrp Hdlr Bzl, 6lts, CCCo	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Blue	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Blue	
			Color, Lt DS Frnt Out Corner - Red	
			Color, Lt PS Frnt Out Corner - Blue	
			Color, Q Bezel and Trim - Polished Chrome & Chrome Corner	
415	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
416	0731868		Lights, Side Zone Lower, Wln M6**S, M6**S, M6**S, CCCo 6Lts	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lens, LED's - Clear	
			Location, Lights Mid Side - Over Front Wheels	
			Location, Lights Rear Side - Over Rear Wheels	
			Color, Trim - Chrome Trim	
			Color, Lt Side Front, DS - Left Red	
			Color, Lt Side Front, PS - Right Blue	
			Color, Lt Side Mid DS - Left Red	
			Color, Lt Side Mid PS - Right Blue	
			Color, Lt Side Rear PS - Right Blue	
			Color, Lt Side Rear DS - Left Red	
417	0727126		Lights, Rear Zn Lwr, Wln M6**S, For Tail Lt Housing CCCo	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Rear - Left Red	
			Color, Lt PS Rear - Right Blue	
418	0822296	SP	Lights, Rear/Side Up Zone, Wln M9*S Side, M6*S Rear Hi Int, CCCo	1
			Color, Lens, LED's - Clear	
			Color, Lt, Side Rear Upper DS - Side Rear Upper Red	
			Color, Lt, Side Rear Upper PS - Side Rear Upper Blue	
			Color, Lt, Rear Upper DS - r) DS Rear Upper Red	
			Color, Lt, Rear Upper PS - b) PS Upper Rear Blue	
			Color, Trim - Chrome Trim	
419	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
420	0006615		Mounting, Rear Warn Lights, On Top of Compartment	1
421	0824946		Light, Traffic Directing, Wln TANF65, 34.00" Long, CTA, CCTL9 Controlled, CCCo	1
422	0823319		Location, TDL, Over Hose Bed, Cross Tube (Not Included), Recessed	1
423	0824950		Location, Traf Dir Lt Control, Wln, CCTL9, CCCo, In Cab	1
424	0006646		Electrical System, 120/240VAC, General Design	1
425	0529588		Generator, Harrison 8kW, 8.0MAS-16R/D-11011/15/1, Hydraulic, Hotshift PTO	1
			Generator Interlocks - No Interlocks	
			Location, Gen Info Panel - pump operators panel	
426	0006645		Location, Hydraulic Generator Above Pump	1
			Location, Generator(s) - Over Pump, Centered	
427	0096845		Starting Sw, Truck Engine Powered Gen, Cab and @ PP	1
428	0016757		Not Required, Remote Start, Generator	1
429	0016740		Not Required, Fuel System	1
430	0016767		Not Required, Oil Drain Extension, Generator	1
431	0036738		Circuit Breaker Panel, Included With PTO Generator	1
			Location, Circuit Breaker Panel - LS3, Left Wall High	
432	0016771		Not Required, Routing Exhaust, Generator	1
433	0643592		Light Twr, W-B Chf NS2.3-600 WHL, 4-PCP2 120VAC Lts Cld 7.5'	1

Line	Option	Type	Option Description	Qty
434	0664472		Location, Light Tower, Crew Cab Roof	1
435	0617672		Controller, Light Tower, W-B, Wired Panel Mount, E-STOP Chf, Chf Pr, Pow Pr	1
436	0656378		Location, Light Tower Controller, Top Mount Pump Panel	1
437	0006825		Reel, Elect Cable, Hannay, 1600, (3) Wire	1
			Qty, Cord Reels - 1	
			Reel Guide - a) Nylatron guide	
			Finish, Reel - Painted Job Color Matching Upper Body	
			Location, Electric Cord Reel - Above Pump, Right Side, 1 Reel	
438	0006828		Cord, Electric, 10/3 Yellow, 3 Wire	1
			Lengths of Elect Cord - 1	
			Feet of Yellow Cord - e)200	
			Connection, Cord - Direct connection	
439	0788932		Box, Junc, Akron, 3Wire, 4-15/20A 120V Dup SB	1
			Qty, - 01	
			Connection, Electric Plug / Inlet (Male) - Direct Connection	
440	0531897		Guide, Roller In Cargo Area Side Sheet	1
			Location - RS cargo side sheets	
			Qty, Roller Guide - 1	
441	0006824		Holder, Junction Box, Tread Plate Aluminum	1
			Qty, - 1	
			Location, Junction Box Holder - Mount At Pick-Up	
442	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab	2
			Qty, - 02	
			Location 1 - LS & RS forward facing wall, outboard of seats, 8" above floor	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Cover, Receptacle - Interior SS Wall Plate(s)	
443	0780309		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab	1
			Qty, - 01	
			Location 1 - LS rear engine tunnel on the vertical transition	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Cover, Receptacle - Interior SS Wall Plate(s)	
444	0779701		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Body	3
			Qty, - 03	
			Location 1 - LS3 LS forward bulkhead above transition, RS3 RS forward bulkhead above transition, RS1 rear bulkhead above transition	
			AC Power Source - Gen to Shoreline Transfer Switch	
			Cover, Receptacle - Interior SS Wall Plate(s)	
445	0519934		Not Required, Brand, Hydraulic Tool System	1
446	0649753		Not Required, PTO Driven Hydraulic Tool System	1
447	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
448	0816508		NFPA Required Loose Equipment, Pumper, NFPA/ULC 2024, Provided by Fire	1
449	0816941		Soft Suction Hose, Provided by Fire Department, NFPA/ULC 2024	1
450	0052237		Strainer, 6.00" Kochek, LL60, Long Handle Low Level	1
451	0817018		Not Required, Extinguisher, Dry Chemical, Fire Department Omits, NFPA 2024	1
452	0820493		Not Required, Extinguisher, 2.5 Gal, Fire Department Omits, NFPA/ULC 2024	1
453	0820494		Not Required, Axe, Flathead, Fire Department Omits, NFPA/ULC 2024	1
454	0820495		Not Required, Axe, Pickhead, Fire Department Omits, NFPA/ULC 2024	1
455	0741569		Paint Process / Environmental Requirements, Appleton	1
456	0709567		Paint, Single Color, Enforcer	1
			Paint Color, Cab - #90 Red	
457	0709845		Paint, Single Color, Body	1
			Paint, Body - Match Lower Cab	
458	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Lower Job Color	
459	0693797		No Paint Required, Aluminum Front Wheels	1
460	0687653		Paint, Rear Wheels, Single Axle, Alum-Stl	1
			Paint, Wheels - Powder Coat Black #101	
461	0733739		Paint, Axle Hubs	1
			Paint, Axle Hub - Lower Job Color	
462	0007230		Compartment, Painted, Spatter Gray	1

Line	Option	Type	Option Description	Qty
463	0544177		Reflective Band, 2"- 6" Color, Reflect Band - A - e) black Color, Reflect Band - B - l) white	1
464	0007356		Reflective across Cab Face	1
465	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper Color, Rear Chevron DG - fluorescent yellow green	1
466	0087342		Jog, "Z"-Shaped, In Reflective Stripe Qty, - 1	1
467	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - e) black	1
468	0027372		Lettering Specifications, (GOLD STAR Process)	1
469	0686428		Lettering, Gold Leaf, 3.00", (41-60)	1
470	0686256		Outline, Lettering - Outline and Shade Lettering, Gold Leaf, 4.00", Each Qty, Lettering - 08 Outline, Lettering - Outline and Shade	8
471	0020216		Lettering, Reverse Cut Into Reflective Band, Additional Location - RS1 and LS1 Qty, Lettering - 06 Size, Lettering, Reflect - 04	6
472	0077042		Emblem, American Flag, 7.00H x 11.00W Qty, - 02 Location, Emblem - High and aft crew doors on LS and RS. Reference Job#36865	2
473	0695610		Emblem, Reflective, Per Dept. Submittal, Each Qty, - 02 Location, Emblem - RS & LS crew doors, mirrored Size, Dept Seal, Reflect - 18" - 20"	2
474	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
475	0652945		E-Coat, Under Body/Chassis Component Package Paint Color, E-Coat - #90	1
476	0002838		Undercoating, Cab & Body, Ziebart	1
477	0073192		Undercoating, Fuel Tank, Complete Before Installation, Ziebart	1
478	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
479	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
480	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
481	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
482	0735523		Warranty, Engine, Paccar MX13, 5 Year, WA0386	1
483	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
484	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
485	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
486	0733306		Warranty, Single Axle, 5 Year, Meritor, General Service, WA0384	1
487	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
488	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
489	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
490	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
491	0695416		Warranty, Pierce Camera System, WA0188	1
492	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
493	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
494	0685945		Warranty, Transmission Cooler, WA0216	1
495	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
496	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
497	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
498	0734463		Warranty, Pump, Waterous, 7 Year Parts, WA0382	1
499	0648675		Warranty, 10 Year S/S Pumping, WA0035	1
500	0657990		Warranty, Foam System, Husky 3, WA0231	1
501	0725636		Warranty, Harrison Generator, 2 Year	1
502	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
503	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
504	0819254		Certification, Vehicle Stability, CD0196	1

Line	Option	Type	Option Description	Qty
505	0808565		Certification, Engine Installation, Enf, Paccar MX, 2027	1
506	0686786		Certification, Power Steering, CD0098	1
507	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
508	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
509	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
510	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
511	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
512	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
513	0545073		Amp Draw Report, NFPA Current Edition	1
514	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
515	0799248		Appleton/Florida BTO	1
516	0000018		PUMPER, 2ND GEN	1
517	0000012		PIERCE CHASSIS	1
518	0735525		PACCAR MX13 ENGINE	1
519	0046396		EVS 4000 Series TRANSMISSION	1
520	0020011		WATEROUS PUMP	1
521	0020009		POLY TANK	1
522	0028048		FOAM SYSTEM	1
523	0020005		TOP MOUNT	1
524	0020007		AKRON VALVES	1
525	0020015		ABS SYSTEM	1
526	0658751		PUMPER BASE	1

EXHIBIT C - PROPOSAL

SEE PROPOSAL FOR Bid Number 1051 Dated June 28, 2024.

June 28, 2024

Chief Mark Dickinson
City of Elk River
13073 Orono Pkwy NW
Elk River, MN 55330

Subject: **Proposal for one (1) Pierce Enforcer TM Pumper
Proposal / Bid 1051**

Dear Chief Dickinson,

With regard to the above subject, please find attached our completed proposal.
Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$1,225,000.00**

**Houston-Galveston Area Council (HGAC) Consortium Pricing.*

100% Performance Bond:

Should the City of Elk River elect to have us provide a Performance Bond, \$3,461.00 will need to be added to the above sale price.

100% Prepayment Option:

Should the City of Elk River elect to make a 100% prepayment fifteen (15) days from contract signing, a discount of (**\$150,160.00**) can be subtracted from the above "Sale Price" resulting in a revised contract price of **\$1,074,840.00** OR **\$1,078,301.00 with Performance Bond**.

Terms and Conditions:

Taxes – Not Applicable

Freight – F.O.B. – Appleton, WI / Shipping to Elk River, MN

Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Appleton, WI). Net due fifteen (15) days from Contract signing for **Prepay discount** to be applicable.

Delivery* – 45 - 48 months from receipt and acceptance of contract.

**Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.*

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

Various state or federal regulation agencies (e.g., NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. Any future drive train upgrades (engine, transmission, axles, etc.) or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. The Company reserves the right to update pricing in response to manufacturer-imposed increases as a result of PPI inflation. The Company will document and itemize any such price increase for the Customer's review and approval before proceeding. Should the customer choose not to accept the pricing update, the customer has the ability to cancel without penalty.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid until July 31, 2024.

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 651-261-9885 or dan.corcoran@macqueengroup.com.

We wish to thank the City of Elk River for the opportunity to submit our proposal.

Respectfully,

Dan Corcoran

Dan Corcoran
Apparatus Sales
MacQueen Equipment LLC
DBA MacQueen Emergency Group



Request for Action

To
City Council

Item Number
4.13

Meeting Date
July 15, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Resolution 24-41 Amending the Development Agreement and Note for Tax Increment District No. 26 (Shoot Steel) Agreement 24-21

Reviewed by
Cal Portner

Action Requested

Adopt, by motion, Resolution 24-41 amending the Development Agreement for Tax Increment Financing (TIF) No. 26 and TIF Note Agreement 24-21.

Background/Discussion

Shoot Steel relocated to Elk River in 2021 and was the beneficiary of assistance through TIF No. 26. As part of the assistance, Shoot Steel was required to increase its employee headcount to 13.5. The development agreement, as amended, requires the new jobs to be created by June 2024. Due to post-Covid hardships, the company has been unable to meet those hiring objectives and presently employs five. The headcount at the time of the TIF application was 7.5.

The development agreement contains a prescriptive remedy in the event the jobs goal is only partially fulfilled. The number of jobs created or retained are divided by the total job requirement, and the TIF amount is reduced proportionately. The original TIF award was \$190,000 and the number of counted positions are approximately 37% of those required, reducing the TIF award to \$70,370.37

This action amends the development agreement to memorialize this change and concurrently amends the TIF Note, which is a formal obligation of TIF district proceeds to the developer.

The company has stabilized despite not meeting the hiring goals and has a bright future in Elk River. Staff will continue to be engaged with Shoot Steel to support its future plans.

Financial Impact

The TIF award is reduced by \$119,629.63, and the anticipated payback period is shortened from 2031 to 2026. The developer would continue to receive full bi-annual payments until the amended principal amount has been paid in full, which is presently at \$53,989.93 outstanding after 2023 and 2024 payments were applied.

Mission/Policy/Goal

Support business growth in Elk River.

The Elk River Vision

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



Attachments

1. Executed TIF Development Agreement
2. Shoot Steel Second Amendment to Development Agreement
3. Resolution Amending TIF 26 Development Agreement and Note

TAX INCREMENT DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF ELK RIVER, MINNESOTA

AND

MOYER PROPERTIES, LLC

This document drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South 6th Street
Minneapolis, MN 55402

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TAX INCREMENT DEVELOPMENT AGREEMENT

THIS TAX INCREMENT DEVELOPMENT AGREEMENT (the "Agreement"), made as of the 5th day of October, 2020, by and between the City of Elk River, Minnesota, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota (the "City") and Moyer Properties, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in connection therewith created a development project known as Development District No. 1 (the "Development District") and developed a Development Program (the "Development Program") therefor pursuant to Minnesota Statutes, Sections 469.124 to 469.134, as; and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"), the City has created, within the Development District, Tax Increment Financing (Economic Development) District No. 26 (Shoot Steel, Inc. Project) qualified as an economic development tax increment financing district (the "TIF District") and has adopted a Tax Increment Financing Plan therefor (the "TIF Plan") approved by the City Council on October 5, 2020 which provides for the use of tax increment financing in connection with certain development within the Development District and TIF District; and

WHEREAS, in order to achieve the objectives of the Development Program (as hereinafter defined) and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of certain Minimum Improvements (as hereinafter defined) to be constructed within the TIF District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Minimum Improvements, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Minimum Improvements has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, as amended, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the City Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law and held a duly noticed public hearing thereon.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Tax Increment Development Agreement, as the same may be from time to time modified, amended or supplemented;

Benefit Date means the date on which a certificate of occupancy is issued by the City for the Minimum Improvements;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

Business Subsidy Law means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended, in effect as of the date hereof;

City means the City of Elk River, Minnesota;

Condemnation Award means any compensation for a condemnation or transfer in relation to the exercise of a power of eminent domain;

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Minimum Improvements and the Development Property and the plans (a) shall be as detailed as the plans, specifications drawings and related documents which are submitted to the building inspector of the City; (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) grading and drainage; and (8) landscape; and (c) shall be approved by the City in connection with the issuance of a building permit for the Minimum Improvements;

County means Sherburne County, Minnesota;

Developer means Moyer Properties, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means Development District No. 1, as amended;

Development Program means the Development Program for the Development District, as amended;

Development Property means the real property located at 17565 Tyler Street NW in the City and legally described in **Exhibit A** attached to this Agreement;

Event of Default means any of the events described in Section 6.1 hereof;

Land Acquisition means the acquisition of the Development Property by the Developer from The Economic Development Authority for the City of Elk River, Minnesota;

Lease means the lease agreement between the Developer and the Tenant;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the adoption and administration of the TIF Plan, the preparation and negotiation of this Agreement, and the issuance of the TIF Note;

Minimum Improvements means acquisition, construction and equipping of an approximately 20,000 square foot warehouse facility including 3,000 square feet of office space to be located on the Development Property;

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds;

Note Payment Date means each February 1 and August 1, commencing on August 1, 2022 and thereafter to and including the Termination Date; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Site Improvements means excavation, grading, filling, site development, curb and gutter, utility improvements and extensions, access and parking preparations to be undertaken by the Developer on the Development Property and any other improvements reimbursable with Tax Increments in accordance with the TIF Act determined in the sole discretion of the City;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of the TIF Act, including without limitation Minnesota Statutes, Section 469.177, as amended;

Tenant means Shoot Steel, Inc., a Minnesota corporation, its successors and assigns;

Termination Date means the earlier of (i) February 1, 2031, (ii) the date the TIF Note is paid in full, (iii) the date on which the TIF District expires or is otherwise terminated, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

TIF District means Tax Increment Financing (an Economic Development District) District No. 26 (Shoot Steel, Inc. Project), located within the Development District, which was qualified as an economic development district under the TIF Act;

TIF Plan means the tax increment financing plan approved for the TIF District by the City Council of the City;

TIF Note means the Taxable Tax Increment Revenue Note (Shoot Steel, Inc. Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as **Exhibit B**; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which include but are not limited to those which are the direct result of strikes, other labor troubles, unavailability of materials, hazardous materials, terrorism, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The subject TIF District is an “economic development district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the TIF Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program. Land use permits shall be governed by City land use ordinances and specific land use approvals separate from this Agreement.

(4) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer’s purposes or needs.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company, has power to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of any provisions of its operating agreement, articles of organization or the laws of the State.

(2) The Developer will cause the Minimum Improvements to be constructed in compliance with the terms of this Agreement, the Development Program, all issued permits for the Minimum Improvements and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Minimum Improvements would not have been undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will reasonably cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems on or adjacent to the Development Property which may arise in connection with the construction of the Minimum Improvements.

(6) The financing commitments which the Developer has obtained to finance construction of the Minimum Improvements, together with the equity funds available to the Developer, together with financing to be provided by the City pursuant to this Agreement, will be sufficient to enable the Developer to successfully complete the Minimum Improvements.

(7) The Developer has made its own projections of Tax Increments and revenues to be generated from the Minimum Improvements and of the Developer's return on investment and the Developer has not relied on any assumptions, calculations, determinations or conclusions made by the City, its governing body members, officers or agents, including the independent contractors, consultants and legal counsel, servants and employees thereof, with respect to the foregoing or in determining to proceed with the Minimum Improvements.

(8) The Developer is not currently in default under any business subsidy agreement with any grantor, as such terms are defined in the Business Subsidy Act.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1 Costs of the Project. The Developer agrees that it will acquire the Development Property and cause the Minimum Improvements to be constructed on the Development Property substantially in conformance with the approved Construction Plans and as further provided in Article IV. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be commenced on or before October 31, 2020 and, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by July 31, 2021. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans as submitted by the Developer and approved by the City in connection with the issuance of a building permit as further provided in Article IV. The parties agree that the acquisition of the land and construction of the Site Improvements to be constructed by the Developer is essential to the successful completion of the Minimum Improvements. The Developer shall pay or reimburse the City for Legal and Administrative Expenses upon execution of this Agreement as provided in Section 3.7. The cost of the Land Acquisition, Site Improvements and the Minimum Improvements shall be paid by the Developer. Solely as provided in Section 3.2, the City shall reimburse the Developer for the lesser of \$190,000 or the costs of the Land Acquisition and Site Improvements actually paid by the Developer substantiated under Section 3.2 hereof (the "Reimbursement Amount"). All costs of the Land Acquisition and Site Improvements in excess of the Reimbursement Amount are the sole responsibility of the Developer.

Section 3.2 Reimbursement: TIF Note. The City shall reimburse the Developer for costs of the Land Acquisition and Site Improvements, in part, through the issuance of the City's TIF Note in substantially the form attached to this Agreement as **Exhibit B** in an amount not to exceed \$190,000 subject to the following conditions:

(1) Provided that no Event of Default shall have occurred and be continuing, the TIF Note shall be dated (the "Issuance Date"), issued in a principal amount equal to the Reimbursement Amount and delivered to the Developer when:

(a) The Developer shall be in material compliance with all terms and provisions of this Agreement;

(b) The Developer has submitted signed settlement statements showing the cost of the Land Acquisition and paid invoices or other evidence reasonably satisfactory to the City showing the costs of construction of the Site Improvements in an amount, together with the Land Acquisition costs, not less than the Reimbursement Amount;

(c) The Developer shall have completed construction of the Minimum Improvements as evidenced by a Certificate of Completion issued by the City pursuant to Section 4.2; and

(d) The Developer shall have provided a copy of the Lease for a term of at least 15 years and including language requiring the Tenant to comply with Section 3.4 hereof.

(2) Except during any period that the payments on the TIF Note have been suspended, the outstanding principal amount of the TIF Note shall accrue simple, non-compounding interest from and after the Issuance Date at the rate of 4.0% per annum,.

(3) The TIF Note shall be payable solely and exclusively from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, solely from the Tax Increments received by the City during the preceding 6 months (or, with respect to the first Note Payment Date, in the period commencing on the date of issuance of the TIF Note through the day prior to the first Note Payment Date) to the extent of the outstanding principal amount of the TIF Note. All such payments shall be applied first to accrued interest and then to the payment of the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal amount of the TIF Note. The City makes no representations or warranties regarding the amount of Tax Increments or that revenues pledged to the TIF Note will be sufficient to pay the principal of and interest on the TIF Note. The Developer further acknowledges that estimates of Tax Increments prepared by the City or its financial advisors in connection with the TIF District or this Agreement are for the benefit of the City, and are not intended as representations on which the Developer may rely.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirement that there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement or if the City notifies the Developer that it is not in compliance with any issued permits for the Minimum Improvements.

(7) All conditions for delivery of the TIF Note must be met by no later than the date 5 years after the date of certification of the TIF District. If the conditions for delivery of the TIF Note are not satisfied by the date described in this paragraph, the City has no further obligations under this Section 3.2.

(8) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in **Exhibit B**. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the City may require in connection therewith, are hereby authorized and approved by the City.

Section 3.3 Effect of Delay. The Developer acknowledges that if construction of the Minimum Improvements is delayed or not completed, the effect of such delay or failure to complete may be to reduce the amount of the Tax Increment available to pay the TIF Note.

Section 3.4 Business Subsidy Law.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the “Business Subsidies Act”), the Developer acknowledges and agrees that the amount of the “Business Subsidy” granted to the Developer under this Agreement is the amount of the tax increment assistance paid pursuant to Section 3.2, which is approximately \$190,000, and that the Business Subsidy is needed because the Minimum Improvements are not sufficiently feasible for the Developer to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to construct the Minimum Improvements and enable the Developer to locate a warehouse facility in the City increasing the tax base in the City and the State and stimulate construction and the creation of jobs, including construction jobs. The Developer further represents that, pursuant to the Lease between the Developer and the Tenant, the Tenant has agreed that, it will meet the following job creation goals (the “Goals”): It will in relocate 7 full-time and 1 part-time existing jobs to the Development Property and create at least 6 full-time equivalent jobs at an average salary of at least \$18/hour excluding benefits, within two years from the Benefit Date (“Jobs”).

(2) If none of the Goals are met, the Developer agrees to repay all of the Business Subsidy to the City, plus interest (“Interest”) set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is 13.5 (i.e. the number of Jobs set forth in the Goals).

(3) The Tenant has agreed, pursuant to the Lease with the Developer, to (i) report its progress on achieving the Goals to the City until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Section 116J.994, Subdivision 7 of the Business Subsidies Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file or cause the Tenant to file these reports no later than March 1 of each year commencing March 1, 2021, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$1,000.

(4) The Tenant has agreed, pursuant to the Lease with the Developer, to continue operations at the Minimum Improvements for at least 5 years after the Benefit Date.

(5) Other than the tax increment assistance paid pursuant to Section 3.2 there are no other state or local government agencies providing financial assistance for the Minimum Improvements other than the City.

(6) There is no parent corporation of the Developer or the Tenant.

Section 3.5 Real Property Taxes. The Developer shall pay or cause to be paid all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it and any statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Development Property (or part thereof) and until the Developer's obligations have been assumed by any other Person pursuant to the provisions of this Agreement or title to the property is vested in another Person.

The Developer agrees that prior to the Termination Date, so long as it owns all or any portion of the Development Property:

(1) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Minimum Improvements or the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, that "tax statute" does not include any local ordinance or resolution levying a tax; and

(2) It will not seek any tax exemption, tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813 through 469.1815, or any other State or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

(3) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will continue to make payments on the TIF Note but only to the extent that the Tax Increments relate to property taxes paid with respect to the market value of the Development Property not being challenged as part of the Tax Appeal and the City will withhold the Tax Increments related to property taxes paid with respect to the market value of the Development Property being challenged as part of the Tax Appeal, all as determined by the City in its sole discretion. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of Tax Increments, as applicable, attributable to the disputed tax payments is finalized.

Section 3.6 Change in Use of Minimum Improvements. The Developer agrees that for itself, and its successors and assigns, until the Termination Date, it shall devote the Development Property to, and in accordance with, the uses described in this Agreement. The Developer warrants that the use of the Development Property during the term of this Agreement will be a warehouse facility with office space consisting of less than 15% of the total square footage of the facility pursuant to the Lease, unless the City first approves any change in use in writing. If the Developer fails to comply with the requirements of this Section 3.6, the City will decertify the TIF District and cease payments to the Developer on the TIF Note.

Section 3.7 Legal and Administrative Expenses.

(1) The Developer shall be solely responsible for all costs incurred by the Developer.

(2) In addition, the Developer shall be responsible for the City's Legal and Administrative Expenses. In addition, certain engineering, environmental advisor, legal, land use, zoning, subdivision and other costs related to the development of the Development Property are required to be paid, or additional funds deposited in escrow, in accordance with the City's fee schedule.

(3) The Developer has previously deposited \$10,000 with the City for the payment or reimbursement of the City's reasonable Legal and Administrative Expenses incurred prior to the full execution and acceptance of this Agreement. If at any time the City determines that the amount deposited by Developer will be insufficient to pay the City's Legal and Administrative Expenses, the City may notify the Developer in writing as to any additional amount required to be deposited. The Developer must deposit such additional funds within 10 business days after receipt of the City's notice. The City will notify the Developer at any point when it has received invoices for Legal and Administrative Expenses equal, in aggregate, to \$10,000 and the Developer shall notify the City whether it is willing to incur additional Legal and Administrative Expenses. If the Developer fails to notify the City of its willingness to continue to incur additional Legal and Administrative Expenses within 10 days, the City will instruct all Legal and Administrative Expenses service providers to discontinue further work and submit final invoices which the Developer shall reimburse the City for reasonable Legal and Administrative Expenses within 10 business days after receipt of the City's notice even if the remaining Legal and Administrative Expenses exceed \$10,000 as a result of work done prior to the notification to discontinue work.

(4) Any funds deposited by Developer and not expended by the City for its Legal and Administrative Expenses will be returned to the Developer upon the issuance of the Certificate of Completion.

(5) This Section 3.7 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

Section 3.8 Compliance with Environmental Requirements.

(1) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

(2) The City makes no warranties or representations regarding, nor does it indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Development Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances").

(3) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

Section 3.9 Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through reimbursement of a portion of the costs of the Land Acquisition and Site Improvements. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns, to collect delinquent real estate taxes related to the Development Property and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

ARTICLE IV PROJECT COVENANTS

Section 4.1 Construction and Completion of Improvements by the Developer.

(1) The Developer agrees to construct at its expense the Minimum Improvements substantially in accordance with the Construction Plans. Prior to the completion of the Minimum Improvements, the Developer shall submit any material design modifications for the Minimum Improvements, including but not limited to material changes to the size of the Minimum Improvements, the number of parking spaces, exterior materials, color pallet or the quality of materials, to the City for review and reasonable approval by the City.

(2) The Developer will obtain or cause Tenant to obtain all permits, licenses and approvals, when and as required, and shall construct, operate and maintain the Minimum Improvements at its expense, substantially in accordance with this Agreement, any applicable permits, and with all applicable local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations).

(3) The Developer will use commercially reasonable efforts to obtain all required permits, licenses and approvals, and comply with all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed and completed.

(4) The Developer shall pay or cause to be paid all costs of the Minimum Improvements, including without limitation the abatement of hazardous materials, the demolition of any improvements on the Development Property, the relocation or removal of any utilities, required sidewalk, alley or street construction or reconstruction, landscaping and streetlighting and any other improvements located in the public right of way that are required in connection with approving the Construction Plans or obtaining any required permits, licenses and approvals for the Minimum Improvements.

(5) The Developer shall pay or cause to be paid all costs of any damage to roadways, sidewalks, streets, alleys utilities, landscaping, streetlighting or any other improvements located in the public right of way caused by the Developer or its contractors or agents or otherwise in connection with the construction of the Minimum Improvements.

(6) The Minimum Improvements shall be operated and maintained in accordance with this Agreement, with any applicable permits and with all applicable local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations).

Section 4.2 Certificate of Completion. The Developer shall notify the City when construction of the Minimum Improvements have been substantially completed. The City shall, within 30 days after such notification, inspect the Minimum Improvements in order to determine whether the Minimum Improvements have been substantially completed and constructed in accordance with all applicable local, state and federal laws and regulations (including without

limitation environmental, zoning, building code, housing code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement, and the Construction Plans approved by the City in connection with issuing construction permits, each as applicable. The following shall be conditions precedent to the City's obligation to execute the Certificate of Completion:

- (1) There shall exist no Event of Default hereunder;
- (2) The City shall have issued a certificate of occupancy for all of the Minimum Improvements, including all Tenant improvements sufficient to make the Minimum Improvements operable by the Tenant in accordance with the Lease;
- (3) The City Administrator and City Engineer on behalf of the City shall have reasonably determined in a timely manner and consistent with the City's practice for similar construction projects that the Minimum Improvements have been substantially completed and constructed in accordance with all local, state and federal laws and regulations (including without limitation environmental, zoning, building code, housing code, and public health laws and regulations), and in substantial conformity with this Agreement and the Construction Plans approved by the City in connection with issuing construction permits, each as applicable.

If the City determines that it cannot execute the Certificate of Completion as set forth in Section 4.2, it shall, within 45 days after the Developer's written request for the Certificate of Completion, provide a written statement indicating in adequate detail why it cannot do so and also indicating what measures or acts will be necessary to be taken or performed in order to permit execution of the Certificate of Completion. The Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Minimum Improvements within 30 days after receiving notice that such deficiencies have been remedied in order to determine whether the conditions set forth above have been satisfied.

Within 30 days after determining that the Minimum Improvements have met the conditions set forth in this Section 4.2, the City will furnish to the Developer a Certificate of Completion in the form attached hereto as **Exhibit C**, which shall then be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the completion of the Minimum Improvements.

Section 4.3 Insurance.

(1) The Developer will maintain or cause its contractor to provide and maintain, at all times during the process of constructing the Minimum Improvements, a "Special Form" Insurance Policy or Policies and, from time to time during that period, at the request of the City, furnish the City with appropriate certificates of insurance covering the following:

- (a) Builder's risk insurance, written on the so-called "Builder's Risk Completed Value Basis," in an amount equal to 100% of the insurable value of the Minimum Improvements at the date of substantial completion, and with coverage available in nonreporting form on the so-called "Special Form" form of policy (to accomplish the above-required insurance, a master or portfolio-based property insurance policy may be used);

(b) Commercial general liability insurance (including operations of subcontractors, completed operations and contractual liability insurance) with limits against bodily injury and property damage of not less than \$2,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy; and

(c) Workers' compensation insurance, with statutory coverage.

(2) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(a) Property insurance against physical loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(b) Commercial general public liability insurance, including personal injury liability, against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000 and shall be endorsed to show the City and City as additional insureds (to accomplish the above-required limits, an umbrella excess liability policy may be used).

(c) Such other insurance in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure, including workers' compensation insurance respecting all employees of Developer with statutory coverage.

(3) All insurance required in this Article V of the Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City material policies evidencing all such insurance, if requested by the City, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. The Developer shall give written notice to the City at least 30 days before the effective date of any cancellation. In lieu of separate policies, Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

Section 4.4 Condemnation, Damage or Destruction. In the event that title to and possession of the Minimum Improvements or any material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City) or the Minimum Improvements is damaged or destroyed, the Developer shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking. Upon receipt of any Condemnation Award or insurance proceeds the Developer shall elect to either: (a) use the entire Condemnation Award or insurance proceeds to

reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the remaining Development Property to the extent necessary to maintain and continue operations of the Tenant required by the Lease; or (b) in the event that the condemnation affects or taking or damage or destruction affects the Development Property but not the Minimum Improvements thereon, retain, for the account of the Developer, all of the Condemnation Award or insurance proceeds.

ARTICLE V

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 5.1 Transfer of Substantially All Assets. Except as permitted by and subject to Section 5.2 hereof, as security for the obligations of the Developer under this Agreement, the Developer represents and agrees that prior to the Termination Date, the Developer will not dispose of all or substantially all of its assets; provided that the Developer may sell or otherwise transfer to any Person all or substantially all of its assets and thereafter be discharged from liability hereunder if the transferee Person assumes in writing all of the obligations of the Developer under this Agreement.

Section 5.2 Prohibition Against Transfer of Property and Assignment of TIF Note. The Developer represents and agrees that prior to the Termination Date:

(1) Except with respect to the Lease and otherwise only for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to acquiring the Development Property and constructing the Minimum Improvements under this Agreement and related improvements and any other purpose authorized by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease (other than in the normal course of business), or any trust or power, or transfer in any other mode or form each a "Transfer") of or with respect to the Agreement, the TIF Note or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City. This prohibition on Transfers shall not apply if Developer Transfers the Agreement, the TIF Note or the Development Property to any entity controlling, controlled by, or under common control with, Developer, which Transfer may be done by the Developer without limitation, upon (i) notice to the City and (ii) delivery to the City of all instruments and other legal documents involved in effecting the Transfer and, with respect to any Transfer of the TIF Note, the items listed in Section 5.2(2)(e).

(2) The City shall be entitled to require, except with respect to those Transfers under Section 5.2(1) for which no consent from the City is required or as otherwise provided in the Agreement, as conditions to any such approval that:

(a) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(b) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject (unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 5.2(2)(b) shall not apply); provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part

thereof, shall not, for whatever reason, have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements under this Agreement; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the City would have had under this Agreement, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto during the term of this Agreement.

(c) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the Transfer of any interest in this Agreement, the TIF Note or the Development Property governed by this Article V, other than matters approved herein.

(d) No such transfer shall result in the termination of the Tenant's operations of the Minimum Improvements.

(e) In any event, no Transfer of the TIF Note shall be effective unless the proposed transferee of the TIF Note shall (i) execute and deliver to the City the Acknowledgment Regarding TIF Note in the form included as **Exhibit 1** to the TIF Note and (ii) surrender the TIF Note to the City either in exchange for a new fully registered note or for Transfer of the TIF Note on the registration records for the TIF Note maintained by the City.

ARTICLE VI

EVENTS OF DEFAULT

Section 6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events, subject to applicable notice and cure periods:

(1) Failure by the Developer to timely pay or cause to be paid any ad valorem real property taxes or special assessments assessed with respect to the Development Property.

(2) Failure by the Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms, conditions and limitations of this Agreement and/or any issued permits for the Minimum Improvements.

(3) If the Lease shall be terminated or the operations under the Lease discontinue at the Minimum Improvements.

(4) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(5) The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(6) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Minimum Improvements, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 6.2 Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of written notice to the Developer citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default; provided, however, that if an Event of Default under Section 6.1, paragraph (2) or (4), cannot be cured within 30 days, then Developer shall have such additional time, not to exceed 180 days, as reasonably necessary to cure the Event of Default if Developer is diligently pursuing the same to completion. If the Event of Default has not been cured within said time period:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives written assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement, and no interest shall accrue on the TIF Note for the benefit of the Developer while performance is suspended in accordance with this Section 6.2.

(2) The City may cancel and rescind this Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 6.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the

Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the Developer's acquisition, construction, installation, and ownership of the Minimum Improvements.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Minimum Improvements, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 7.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 7.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

Moyer Properties, LLC
2428 N Center Lane
Center City, MN 55012-5501
Attn: Evan Moyer

- (b) in the case of the City is addressed to or delivered personally to the City
at:

City of Elk River, Minnesota
13065 Orono Parkway
Elk River, Minnesota 55330
Attn: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 7.6 Expiration. This Agreement shall expire on the Termination Date.

Section 7.7 Provisions Surviving Rescission or Expiration. Sections 6.5 and 6.6 shall survive any rescission, and any termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 7.8 Amendment. This Agreement may be amended only by written agreement approved by the City and the Developer.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF ELK RIVER, MINNESOTA

By 
Its Mayor

By 
Its City Clerk

Signature page to Tax Increment Development Agreement

MOYER PROPERTIES, LLC

By 
Its President

Signature page to Tax Increment Development Agreement

EXHIBIT A

Description of Development Property

The property located in the City of Elk River, Sherburne County, Minnesota legally described as:

Lot 1, Block 2, Northstar Business Park, according to the recorded plat thereof, Sherburne County, Minnesota.

PID 75-757-0205

EXHIBIT B

Form of TIF Note

No. R-1

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF SHERBURNE
CITY OF ELK RIVER, MINNESOTA

TAXABLE TAX INCREMENT REVENUE NOTE
(SHOOT STEEL, INC. PROJECT)

<u>Rate</u>	<u>Date of Issuance</u>	<u>Principal Amount</u>
4.0%	_____, 20__	\$190,000

The City of Elk River, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Moyer Properties, LLC (the “Developer”) or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$190,000 as provided in that certain Tax Increment Development Agreement, dated as of October 5, 2020, as the same may be amended from time to time (the “TIF Agreement”), by and between the City and the Developer. Simple, non-compounding interest shall accrue on the outstanding principal amount of the Note at a rate equal to 4.0% per annum. Interest shall be computed on the basis of a 360 day year of twelve 30-day months. Capitalized terms not otherwise defined herein shall have the meanings set forth in the TIF Agreement.

The amounts due under this Note shall be payable on each February 1 and August 1 commencing August 1, 2022 and thereafter to and including February 1, 2031, or, if the first should not be a Business Day (as defined in the TIF Agreement) the next succeeding Business Day (the “Payment Dates”). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the 6-month period preceding such Payment Date (or, with respect to the first Note Payment Date, in the period commencing on the date of issuance of the TIF Note through the day prior to the first Note Payment Date). All payments made by the City under this Note shall be applied first to accrued interest and then to principal. This Note is pre-

payable by the City, without penalty, in whole or in part, on any date. Interest shall not accrue during the period of any suspension of payments in accordance with the TIF Agreement.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") from the Development Property within the City's Tax Increment Financing (an Economic Development District) District No. 26 (Shoot Steel, Inc. Project) (the "TIF District") within its Development District No. 1 which are actually paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "TIF Act"). This Note shall terminate and be of no further force and effect following the earlier of (a) the last Payment Date defined above, (b) any date upon which the City shall have terminated the TIF Agreement in accordance with its terms, (c) the date the TIF District is terminated, or (d) the date that all principal and interest payable hereunder shall have been paid in full.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. In the event Tax Increments are not sufficient, the City is not responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) unless expressly stated in the TIF Agreement.

Subject to the terms of the TIF Agreement, the City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and further, if pursuant to the occurrence of an Event of Default under the TIF Agreement the City elects, subject to the provisions of Section 6.2 of the TIF Agreement, to cancel and rescind the TIF Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Agreement for a fuller statement of the rights and obligations of the City to pay the principal of and interest on this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of and interest on this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing the Construction of certain Minimum Improvements pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

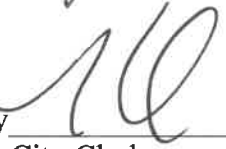
This Note may be assigned only with the consent of the City in accordance with the Development Agreement. The Note may only be assigned if the assignee shall (i) execute and

deliver to the City the Acknowledgment Regarding TIF Note in the form included in **Exhibit 1** hereto and (ii) surrender this Note to the City either in exchange for a new fully registered Note or for transfer of this Note on the registration records for the Note maintained by the City. Each Registered Owner of this Note which assigns, transfers or otherwise grants any interest herein agrees to comply with all applicable laws in so doing, including without limitation all applicable state and federal registration and securities laws and regulations. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein and the TIF Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Elk River, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Clerk and has caused this Note to be dated as of _____.

By  _____
Its Mayor

By  _____
Its City Clerk

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Moyer Properties, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF
FINANCE DIRECTOR

Moyer Properties, LLC

Exhibit 1
To Taxable TIF Note

ACKNOWLEDGMENT REGARDING TIF NOTE

The undersigned, _____ a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] Moyer Properties, LLC, a Minnesota limited liability company (the “Developer”) [secured in part by] the Taxable Tax Increment Revenue Note (Crown Iron Works Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$_____ dated _____, 20__ of the City of Elk River, Minnesota (the “City”), a copy of which is attached hereto (“Note”).

B. The Note Holder has had the opportunity to ask questions of and receive all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for its own account, and without any view to resale or other distribution.

2. The Note Holder is (i) the owner of the Development Property or (ii) a financial institution or an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, and as further described in **Exhibit 1A** hereto and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [and holding the Note] [an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not

been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Sherburne County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

F. The Note Holder acknowledges that the Note was issued pursuant to a Tax Increment Development Agreement between the City and the Developer dated _____, 2020 (“Development Agreement”), and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the Development Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this ____ day of _____, 20__.

Note Holder:

By _____
Name: _____
Its _____

Exhibit 1A
To Acknowledgment Regarding TIF Note

The Note Holder understands that the representations contained below are made for the purpose of qualifying the Note Holder as an “accredited investor” as that term is defined in Regulation D of the General Rules and Regulations under the Act and for the purpose of inducing a sale of securities to the Note Holder. The Note Holder agrees to furnish any additional information which the City of Elk River, Minnesota (the “City”) deems necessary to verify the answers set forth below. The Note Holder hereby represents that the **statement or statements checked or initialed below** are true and correct in all respects. The Note Holder understands that a false representation may constitute an Event of Default as defined in that certain Tax Increment Development Agreement, dated as of _____, 2020 (as the same may be amended from time to time, the “Development Agreement”), between the City and Moyer Properties, LLC, a Minnesota limited liability company, or its registered assigns (the “Developer”).

For purposes of this letter an Accredited Investor shall mean any one of the following entities which by check mark or initials the Note Holder represents that it qualifies:

_____ The Note Holder is a natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1,000,000, exclusive of the fair market value of primary residence of the Note Holder, at the time of the purchase.

_____ The Note Holder is a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the Note Holder’s spouse in excess of \$300,000 in each of those years and who reasonably expects to reach the same income level in the current year.

_____ The Note Holder hereby certifies that all of the equity owners of the Note Holder qualify as accredited individual investors. (Please submit a copy of this page countersigned by each such equity owner if relying on this item).

_____ The Note Holder is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Act acting either in its individual or fiduciary capacity.

_____ The Note Holder is an insurance company as defined in Section 2(13) of the Act.

_____ The Note Holder is an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act.

_____ The Note Holder is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958.

_____ The Note Holder is an employee benefit plan within the meaning of Title I of the Employee Retirement Security Act of 1974 and either (check one or more, as applicable):

_____ the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser; or

_____ the employee benefit plan has total assets in excess of \$5,000,000; or

_____ the plan is a self-directed plan with investment decisions made solely by persons who are “Accredited Investors” as defined under the Act.

_____ The Note Holder is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ The Note Holder has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Note and is one or more of the following (check one or more, as appropriate):

_____ an organization described in Section 501(c)(3) of the Internal Revenue Code; or

_____ a corporation; or

_____ a Massachusetts or similar business trust; or

_____ a partnership.

_____ The Note Holder is a trust with total assets exceeding \$5,000,000, which was not formed for the specific purpose of acquiring the TIF Note and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the TIF Note.

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Elk River, Minnesota and Moyer Properties, LLC, a Minnesota limited liability company (the "Developer"), have executed a Tax Increment Development Agreement, dated as of October 5, 2020 (the "Development Agreement"), with respect to the completion by the Developer of certain improvements (the "Minimum Improvements"), more specifically described in the Development Agreement; and

WHEREAS, the Developer has performed its obligations under the Development Agreement to substantially complete the Minimum Improvements in a manner deemed sufficient by the City to permit the execution of this certificate pursuant to Section 4.2 of the Development Agreement:

NOW, THEREFORE, this is to certify that the construction of the Minimum Improvements has been completed in substantial conformance with the terms of the Development Agreement.

CITY OF ELK RIVER, MINNESOTA

By _____
Its _____

Dated: _____, 20____

SECOND AMENDMENT TO TAX INCREMENT DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO TAX INCREMENT DEVELOPMENT AGREEMENT (the “Second Amendment”) is made and entered into this ____ day of July, 2024, between the **CITY OF ELK RIVER, MINNESOTA**, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota (the “City”), and **MOYER PROPERTIES, LLC**, a Minnesota limited liability company (the “Developer”), and their permitted assigns.

RECITALS

WHEREAS, the City and the Developer entered into that certain Tax Increment Development Agreement, dated as of October 5, 2020, as amended by that First Amendment to Tax Increment Development Agreement, dated as of June __, 2023 (together, “Original Agreement”), whereby the City provided the Developer with a Taxable Tax Increment Revenue Note (Shoot Steel, Inc. Project) in the amount of \$190,000 (the “Original TIF Note”) to finance a portion of the land acquisition and site improvement costs related to the development of a 20,000 square foot warehouse facility in the City (the “Minimum Improvements”) to owned by the Borrower and leased to Shoot Steel, Inc., a Minnesota corporation (the “Tenant”);

WHEREAS, the Original Agreement contains a Business Subsidy Agreement (the “Subsidy Agreement”) which sets forth certain job and wage goals in accordance with Minnesota Statutes, Section 116J.993 to 116J.995, as amended (the “Business Subsidy Act”). The Subsidy Agreement required the Tenant to relocate 7 full-time and 1 part-time existing jobs to the Minimum Improvements and create at least 6 full-time equivalent jobs at an average salary of at least \$18/hour excluding benefits (the “Goals”) within two years of the Benefit Date (the “Compliance Date”) pursuant to a certain lease between the Developer and the Tenant. The Original Agreement defined the Benefit Date as the date on which a certificate of occupancy is issued by the City for the Minimum Improvements and the City has determined the Benefit Date to be May 3, 2021;

WHEREAS, following a public hearing held on May 5, 2023, in compliance with the Business Subsidy Act, the City extended the Compliance Date by one year to May 3, 2024 (the “Amended Compliance Date”) by adopting the First Amendment;

WHEREAS, the Developer has informed the City that the Tenant will not be able to meet the Goals by the Amended Compliance Date; as of the Amended Compliance Date the Tenant will have only created or relocated 5 full-time equivalent jobs at an average salary of at least \$18/hour excluding benefits;

WHEREAS, due to the Tenant’s failure to meet the Goals, the City and the Developer desire to amend the Original Agreement to reduce the tax increment assistance provided to the Developer pursuant to Section 116J.994, subd. 6 of the Business Subsidy Act; the tax increment assistance shall be prorated to reflect the partial fulfillment of the Goals;

WHEREAS, the City has already made principal and interest payments on the Original TIF Note to the Developer and those previous payments shall be taken into account when calculating the new tax increment assistance amount;

WHEREAS, capitalized terms used in this Second Amendment and not otherwise defined herein have the meanings given to them in the Original Agreement; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Definitions. The definitions of TIF Note in the Original Agreement is hereby deleted and replaced with the following:

TIF Note means the Amended and Restated Taxable Tax Increment Revenue Note (Shoot Steel, Inc. Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as **Exhibit B**; and

2. Amendment to Section 3.1 of the Agreement. Section 3.1 of the Original Agreement is hereby deleted and replaced with the following:

Section 3.1 Costs of the Project. The Developer agrees that it will acquire the Development Property and cause the Minimum Improvements to be constructed on the Development Property substantially in conformance with the approved Construction Plans and as further provided in Article IV. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be commenced on or before October 31, 2020 and, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by July 31, 2021. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in substantial conformity with the Construction Plans as submitted by the Developer and approved by the City in connection with the issuance of a building permit as further provided in Article IV. The parties agree that the acquisition of the land and construction of the Site Improvements to be constructed by the Developer is essential to the successful completion of the Minimum Improvements. The Developer shall pay or reimburse the City for Legal and Administrative Expenses upon execution of this Agreement as provided in Section 3.7. The cost of the Land Acquisition, Site Improvements and the Minimum Improvements shall be paid by the Developer. Solely as provided in Section 3.2, the City shall reimburse the Developer for the lesser of \$53,989.93 or the costs of the Land Acquisition and Site Improvements actually paid by the Developer substantiated under Section 3.2 hereof (the "Reimbursement Amount"). All costs of the Land Acquisition and Site Improvements in excess of the Reimbursement Amount are the sole responsibility of the Developer.

3. Amendment to Section 3.2 of the Agreement. Section 3.2 of the Original Agreement is amended to read as follows:

Section 3.2 Reimbursement: TIF Note. The City shall reimburse the Developer for costs of the Land Acquisition and Site Improvements, in part, through the issuance of the City's

TIF Note in substantially the form attached to this Agreement as **Exhibit B** in an amount not to exceed \$53,989.93 subject to the following conditions:

No amendments are made to subsections (1)-(8) in Section 3.2.

4. Amendment to the Form of TIF Note. The Form of the Original TIF Note attached as Exhibit B to the Original Agreement shall be replaced with the amended and restated Form of TIF Note attached hereto as Exhibit A (the “Amended TIF Note”). The Amended TIF Note represents a proportionate reduction of the principal amount of Original TIF Note based on the number of jobs created or retained compared to the job and wage goals set forth in the Subsidy Agreement (\$70,370.37) less principal payments that have already been made by the City to the Developer (\$3,504.21). Interest shall be paid on the Amended TIF Note assuming that the principal amount of the Original TIF Note was \$53,989.93 on the date of issuance. Interest shall be calculated in the sole discretion of the City. The Original TIF Note shall have no further force or effect.

5. Capitalization. Any capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Original Agreement. Any references to the “Agreement” or “this Agreement” in the Agreement shall refer to the Original Agreement, as amended by this Second Amendment, and as may be further amended and supplemented.

6. Amendments. The amendments made to the Agreement, as amended by this Second Amendment, shall be effective as of the date hereof.

7. Effectiveness. Except as hereby amended, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Developer have caused this Second Amendment to Tax Increment Development Agreement to be duly executed in their names and on their behalf, all on or as of the date Second above written.

CITY OF ELK RIVER, MINNESOTA

By _____
Mayor

By _____
City Clerk

MOYER PROPERTIES, LLC

By _____

Its _____

Second Amendment to Tax Increment Development Agreement

EXHIBIT A

Form of TIF Note

No. R-1

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF SHERBURNE
CITY OF ELK RIVER, MINNESOTA

AMENDED AND RESTATED
TAXABLE TAX INCREMENT REVENUE NOTE
(SHOOT STEEL, INC. PROJECT)

<u>Rate</u>	<u>Date of Issuance</u>	<u>Principal Amount</u>
4.0%	July __, 2024	\$53,989.93

The City of Elk River, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Moyer Properties, LLC (the “Developer”) or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$53,989.93, as provided in that certain Tax Increment Development Agreement, dated as of October 5, 2020, as amended by that First Amendment to Tax Increment Development Agreement, dated June __, 2023, and that Second Amendment to Tax Increment Development Agreement, dated July __, 2024 (collectively, the “TIF Agreement”), by and between the City and the Developer. Simple, non-compounding interest shall accrue on the outstanding principal amount of the Note at a rate equal to 4.0% per annum. Interest shall be computed on the basis of a 360 day year of twelve 30-day months. The principal amount of Note represents a proportionate reduction of the principal amount of Original TIF Note (as defined in the TIF Agreement) based on the number of jobs created or retained compared to the job and wage goals set forth in the Subsidy Agreement (\$70,370.37) less principal payments that have already been made by the City to the Developer on the Original TIF Note (\$3,504.21). Interest shall be paid on the Amended TIF Note assuming that the principal amount of the Original TIF Note was \$70,370.37 on the date of issuance. Interest shall be calculated in the sole discretion of the City. Capitalized terms not otherwise defined herein shall have the meanings set forth in the TIF Agreement.

The amounts due under this Note shall be payable on each February 1 and August 1 commencing August 1, 2024 and thereafter to and including February 1, 2031, or, if the first should not be a Business Day (as defined in the TIF Agreement) the next succeeding Business

Day (the “Payment Dates”). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the 6-month period preceding such Payment Date (or, with respect to the first Note Payment Date, in the period commencing on the date of issuance of the TIF Note through the day prior to the first Note Payment Date). All payments made by the City under this Note shall be applied first to accrued interest and then to principal. This Note is prepayable by the City, without penalty, in whole or in part, on any date. Interest shall not accrue during the period of any suspension of payments in accordance with the TIF Agreement.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the “Tax Increments”) from the Development Property within the City’s Tax Increment Financing (an Economic Development District) District No. 26 (Shoot Steel, Inc. Project) (the “TIF District”) within its Development District No. 1 which are actually paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the “TIF Act”). This Note shall terminate and be of no further force and effect following the earlier of (a) the last Payment Date defined above, (b) any date upon which the City shall have terminated the TIF Agreement in accordance with its terms, (c) the date the TIF District is terminated, or (d) the date that all principal and interest payable hereunder shall have been paid in full.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. In the event Tax Increments are not sufficient, the City is not responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) unless expressly stated in the TIF Agreement.

Subject to the terms of the TIF Agreement, the City’s payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and further, if pursuant to the occurrence of an Event of Default under the TIF Agreement the City elects, subject to the provisions of Section 6.2 of the TIF Agreement, to cancel and rescind the TIF Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Agreement for a fuller statement of the rights and obligations of the City to pay the principal of and interest on this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of and interest on this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City’s obligations hereunder.

This Note is issued by the City in aid of financing the Construction of certain Minimum Improvements pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only with the consent of the City in accordance with the Development Agreement. The Note may only be assigned if the assignee shall (i) execute and deliver to the City the Acknowledgment Regarding TIF Note in the form included in **Exhibit 1** hereto and (ii) surrender this Note to the City either in exchange for a new fully registered Note or for transfer of this Note on the registration records for the Note maintained by the City. Each Registered Owner of this Note which assigns, transfers or otherwise grants any interest herein agrees to comply with all applicable laws in so doing, including without limitation all applicable state and federal registration and securities laws and regulations. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein and the TIF Agreement.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Elk River, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Clerk and has caused this Note to be dated as of _____.

By _____
Its Mayor

By _____
Its City Clerk

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of Moyer Properties, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF
FINANCE DIRECTOR

Moyer Properties, LLC

Exhibit 1
To Taxable TIF Note

ACKNOWLEDGMENT REGARDING TIF NOTE

The undersigned, _____ a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] Moyer Properties, LLC, a Minnesota limited liability company (the “Developer”) [secured in part by] the Taxable Tax Increment Revenue Note (Crown Iron Works Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$_____ dated _____, 20__ of the City of Elk River, Minnesota (the “City”), a copy of which is attached hereto (“Note”).

B. The Note Holder has had the opportunity to ask questions of and receive all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for its own account, and without any view to resale or other distribution.

2. The Note Holder is (i) the owner of the Development Property or (ii) a financial institution or an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, and as further described in **Exhibit 1A** hereto and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [and holding the Note] [an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal and interest due on the Note. Any amounts which have not

been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal and interest on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.
2. Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.
3. Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.
4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.
5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.
6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is distributed by Sherburne County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

F. The Note Holder acknowledges that the Note was issued pursuant to a Tax Increment Development Agreement between the City and the Developer dated October 5, 2020 (“Development Agreement”), and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the Development Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder’s acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this ____ day of _____, 20__.

Note Holder:

By _____
Name: _____
Its _____

Exhibit 1A
To Acknowledgment Regarding TIF Note

The Note Holder understands that the representations contained below are made for the purpose of qualifying the Note Holder as an “accredited investor” as that term is defined in Regulation D of the General Rules and Regulations under the Act and for the purpose of inducing a sale of securities to the Note Holder. The Note Holder agrees to furnish any additional information which the City of Elk River, Minnesota (the “City”) deems necessary to verify the answers set forth below. The Note Holder hereby represents that the **statement or statements checked or initialed below** are true and correct in all respects. The Note Holder understands that a false representation may constitute an Event of Default as defined in that certain Tax Increment Development Agreement, dated as of October 5, 2020 (as the same may be amended from time to time, the “Development Agreement”), between the City and Moyer Properties, LLC, a Minnesota limited liability company, or its registered assigns (the “Developer”).

For purposes of this letter an Accredited Investor shall mean any one of the following entities which by check mark or initials the Note Holder represents that it qualifies:

_____ The Note Holder is a natural person whose individual net worth, or joint net worth with his or her spouse, exceeds \$1,000,000, exclusive of the fair market value of primary residence of the Note Holder, at the time of the purchase.

_____ The Note Holder is a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with the Note Holder’s spouse in excess of \$300,000 in each of those years and who reasonably expects to reach the same income level in the current year.

_____ The Note Holder hereby certifies that all of the equity owners of the Note Holder qualify as accredited individual investors. (Please submit a copy of this page countersigned by each such equity owner if relying on this item).

_____ The Note Holder is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Act acting either in its individual or fiduciary capacity.

_____ The Note Holder is an insurance company as defined in Section 2(13) of the Act.

_____ The Note Holder is an investment company registered under the Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act.

_____ The Note Holder is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) of the Small Business Investment Act of 1958.

_____ The Note Holder is an employee benefit plan within the meaning of Title I of the Employee Retirement Security Act of 1974 and either (check one or more, as applicable):

_____ the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser; or

_____ the employee benefit plan has total assets in excess of \$5,000,000; or

_____ the plan is a self-directed plan with investment decisions made solely by persons who are “Accredited Investors” as defined under the Act.

_____ The Note Holder is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

_____ The Note Holder has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Note and is one or more of the following (check one or more, as appropriate):

_____ an organization described in Section 501(c)(3) of the Internal Revenue Code; or

_____ a corporation; or

_____ a Massachusetts or similar business trust; or

_____ a partnership.

_____ The Note Holder is a trust with total assets exceeding \$5,000,000, which was not formed for the specific purpose of acquiring the TIF Note and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the TIF Note.

**CITY OF ELK RIVER
COUNTY OF SHERBURNE
STATE OF MINNESOTA**

RESOLUTION NO. _____

**RESOLUTION APPROVING A SECOND AMENDMENT TO TAX
INCREMENT DEVELOPMENT AGREEMENT WITH MOYER
PROPERTIES, LLC AND AN AMENDED TIF NOTE THEREIN**

WHEREAS, on October 5, 2020, the City Council (the “Council”) of the City of Elk River, Minnesota (the “City”), entered into a Tax Increment Development Agreement, (the “Original Agreement”) with Moyer Properties, LLC, a Minnesota limited liability company (the “Developer”), pursuant to which the City provided a taxable tax increment revenue note (the “Note”) to the Developer in the amount of \$190,000, to finance a portion of the land acquisition and site improvement costs related to the development of a 20,000 square foot warehouse facility in the City (the “Minimum Improvements”) to be owned by the Developer and leased to Shoot Steel, Inc., a Minnesota corporation (the “Tenant”); and

WHEREAS, the Original Agreement included a business subsidy agreement under Minnesota Statutes, Sections 116J.993 to 116J.995, as amended (the “Business Subsidy Act”), which required the Tenant relocate 7 full-time and 1 part-time existing jobs to the Minimum Improvements and create at least 6 full-time equivalent jobs at an average salary of at least \$18/hour excluding benefits (the “Goals”), as stipulated in a certain lease between the Developer and the Tenant, prior to the compliance date as set forth in the Original Agreement (the “Compliance Date”); and

WHEREAS, following a public hearing held on May 5, 2023, in compliance with the Business Subsidy Act, the City extended the Compliance Date by one year to May 3, 2024 (the “Amended Compliance Date”) by executing a First Amendment to Tax Increment Development Agreement, between the Developer and the City (the “First Amendment” and, together with the Original Agreement, the “Agreement”);

WHEREAS, the Developer has informed the City that the Tenant will not be able to meet the Goals by the Amended Compliance Date;

WHEREAS, due to the Tenant’s failure to meet the Goals, the City and the Developer desire to amend the Agreement (the “Amendment”) to reduce the tax increment assistance provided to the Developer pursuant to Section 116J.994, subd. 6 of the Business Subsidy Act; the tax increment assistance shall be prorated to reflect the partial fulfillment of the Goals and previously made payments to the Developer by the City under the Note, and the Amended and Restated Tax Increment Revenue Note (the “Amended Note”) shall be issued in the amount of \$53,989.93;

WHEREAS, the City believes that approval of the Amendment and the Amended Note

therein is in the best interest of the City and its residents.

Now, therefore, be it resolved by the City Council (the “Council”) of the City of Elk River, Minnesota as follows:

1. The Council hereby approves the Amendment in substantially the form presented to the Council, together with the Amended Note and any related documents necessary in connection therewith (collectively, the “Amendment Documents”), and hereby authorizes the Mayor and City Clerk to execute any such Amendment Documents to which the City is a party, on behalf of the City, and to carry out, on behalf of the City, the obligations of the City thereunder when all conditions precedent thereto have been satisfied.

2. The approval hereby given to the Amendment Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein or by the City to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized to be executed by this resolution may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act in their behalf.

3. Prior to delivery of the Amended Note, the City shall require the Developer return the Note and execute the Acknowledgement Regarding TIF Note attached to the Amended Note.

4. Upon execution and delivery of the Amendment Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Amendment Documents, when all conditions precedent thereto have been satisfied.

Approved by the City Council of the City of Elk River, Minnesota this 15th day of July, 2024.

Mayor

ATTEST:

City Clerk



Request for Action

To
City Council

Item Number
6.1

Meeting Date
July 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by
Cal Portner
Tina Allard

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

Background/Discussion
The City of Elk River Volunteer of the Month Award program was established by Mayor Dietz as an opportunity to recognize Elk River residents for their volunteer contributions and commitments 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
July 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Commission Interviews

Reviewed by
Cal Portner
Tina Allard

Action Requested

The Council will interview candidates for the Heritage Preservation Commission and/or Multipurpose Facility Advisory Commission. Appointments will be made at a later meeting.

Background/Discussion

There is currently one vacancy on the Heritage Preservation Commission with a term ending 02/28/27 and one vacancy on the Multipurpose Facility Advisory Commission for an At-Large Representative with a term ending 2/28/27. Dornan Bland will be in attendance to be interviewed. He has applied for both commissions.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
I. Applications

The Elk River Vision

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

From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Thursday, June 27, 2024 1:46:14 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

- Economic Development Authority (EDA)
- Heritage Preservation Commission
- Housing and Redevelopment Authority (HRA)
- Planning Commission
- Utilities Commission

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

- EDA Beautification and Public Art Committee
- EDA Together Elk River Committee
- Energy City Commission
- Joint Finance Committee
- Multipurpose Facility Advisory Commission
- Parks and Recreation Commission

Select the Commission applying for

First Name

Last Name

Address1

City

State

Zip	55330
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	██████████
Email Address	████████████████████
Public Contact Information	Cell Phone Number
Employer	Xcel Energy
Occupation	Material Operations Supervisor
Why are you interested in serving on a city commission?	Contributing to the community.
What skills, training, and experience would you bring to the commission for which you seek appointment?	Business management.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Word of Mouth
Electronic Signature Agreement	Agree
Electronic Signature	Dornan H Bland

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Thursday, June 27, 2024 1:49:21 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

- Economic Development Authority (EDA)
- Heritage Preservation Commission
- Housing and Redevelopment Authority (HRA)
- Planning Commission
- Utilities Commission

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

- EDA Beautification and Public Art Committee
- EDA Together Elk River Committee
- Energy City Commission
- Joint Finance Committee
- Multipurpose Facility Advisory Commission
- Parks and Recreation Commission

Select the Commission applying for Multipurpose Facility Advisory Commission

First Name Dornan

Last Name Bland

Address1 19541 York St NW

City Elk River

State MN

Zip	55330
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	
Email Address	
Public Contact Information	Cell Phone Number
Employer	Xcel Energy
Occupation	Material Operations Supervisor
Why are you interested in serving on a city commission?	Serving the community.
What skills, training, and experience would you bring to the commission for which you seek appointment?	Business management.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Word of Mouth
Electronic Signature Agreement	Agree
Electronic Signature	Dornan H Bland

Email not displaying correctly? [View it in your browser.](#)



Request for Action

To
City Council

Item Number
7.1

Meeting Date
July 15, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Freestanding Sign Size, 18823 Freeport St.
NW - Holiday Gas Station

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Direct staff, by motion, to prepare a resolution making Findings of Fact denying the sign size (area) variance for the following reasons:

1. The general purpose and intent of the ordinance is not met.
2. Installing a sign that exceeds the commercial zoning district limits by ~180% is not reasonable.
3. The interchange at Highway 169 and School Street is not a unique circumstance requiring a sign larger than the 150 square feet that is currently permitted.
4. A sign that is 276 square feet would be the largest and tallest sign in the area and would alter the essential character of the area.

Background/Discussion

The property is zoned Highway Commercial (C3) which limits the size of freestanding signs to 150 sq.ft. The applicant has requested a variance to exceed the permitted sign size of signage by 126 sq.ft. (144 sq.ft. main sign, 132 sq.ft. gas pricing, 276 sq.ft. total). During the construction of the interchange at Highway 169 and School Street, the existing freestanding sign on the property was removed and has not yet been replaced.

During their June 25, 2024, meeting, the Board of Adjustments (BOA) denied the variance for an increase in sign size and as a result, the request was automatically appealed to the City Council for consideration. The BOA did approve the request for an increase in signage height to 50' above the adjacent grade of Highway 169.

The Board noted that they had discussed increasing sign heights during the recent sign ordinance amendment discussion, but did not support an increase to the allowed sign area. They did not believe the request satisfied the ordinance requirements.

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

- I. Is in harmony with the general purpose and intent of the ordinance, and
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The purpose and intent of the sign ordinance is to balance the advertising needs of the business community against adverse effects on the public. The maximum sign size for commercial districts (C3) is 150 square feet. Exceeding the maximum sign area by ~184% is not in harmony with the general purpose and intent of the ordinance.

2. Is consistent with the City of Elk River Comprehensive Plan.

The property is guided as Highway Business where commercial businesses with signage are expected. The proposal is consistent with the comprehensive plan.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties mean that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Signage that exceeds the sign area limits by ~184% is unreasonable. Significant deviations from the established regulations can disrupt the visual harmony of the area, potentially creating an imbalance in the aesthetics and functionality intended.

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petition's own action or inaction; and

The recent reconstruction of the interchange at Highway 169 and School Street is a unique circumstance for the property. A freestanding sign meeting the 150 square-foot size limit is still visible from Highway 169, and while the plight is unique, the request does not satisfy other standards for issuance of a variance at the requested size and height.

5. The variance, if granted, will not alter the essential character of the locality.

If approved, the proposed 276 square-foot sign would be the largest, by square footage, freestanding sign in the area and would alter the essential character of the locality.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. Board of Adjustments Staff Report dated 6-25-2024
2. Presentation



Request for Action

To
Board of Adjustments

Item Number
5.1

Meeting Date
June 25, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Freestanding Sign Size (Height and Area),
18823 Freeport St. NW - Holiday Gas Station

Reviewed by
Zack Carlton

Action Requested

Deny, by motion, the sign size variance for the following reasons:

1. The general purpose and intent of the ordinance is not met.
2. Installing a sign that exceeds the commercial zoning district limits by 80% and taller than the recently established sign height ordinance is not reasonable.
3. The interchange at Highway 169 and School Street is not a unique circumstance to the property as a 150 square foot sign would still be visible.
4. A sign that is 276 square feet would be the largest and tallest sign in the area and would alter the essential character of the area.

Background/Discussion

The property is zoned Highway Commercial (C3) which limits the height of freestanding signs to 40 feet above the adjacent highway and the size of freestanding signs to 150 sq.ft. The applicant is requesting a variance to exceed the allowed height and size of signage by 126 sq.ft. (144 sq.ft. main sign, 132 sq.ft. gas pricing, 276 sq.ft. total). During construction of the interchange at Highway 169 and School Street, the existing freestanding sign on the property was removed and has not yet been replaced.

The applicant completed a “flag test” to evaluate the proposed sign height and area. This information is attached.

During the recent sign ordinance amendment discussions, the commission endorsed a minor increase in the allowed heights for signs but were not supportive of an increase in sign sizes during those discussions. The approved amendment limits sign heights to 40 feet above the adjacent highway grade.

Variances may be granted when the petitioner establishes that the variance satisfies all five of the criteria described below. The variance is:

1. Is in harmony with the general purpose and intent of the ordinance, and
The purpose and intent of the sign ordinance is to balance the advertising needs of the business community against adverse effects on the public. The maximum sign size for commercial districts (C3) is 150 square feet and 40 feet

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tall. Exceeding the maximum sign area by ~184% and exceeding the recently adopted height limit is not in harmony with the general purpose and intent of the ordinance.

2. Is consistent with the City of Elk River comprehensive plan.

The property is guided as Highway Business where commercial businesses with signage are expected. The proposal is consistent with the comprehensive plan.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

Signage that exceeds the sign size limits by 80% and the height standard by 12 feet is unreasonable. Significant deviations from the established regulations can disrupt the visual harmony of the area, potentially creating an imbalance in the aesthetics and functionality intended.

4. The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and

The recent reconstruction of the interchange at Highway 169 and School Street is a unique circumstance to the property. A freestanding sign meeting the 150 square foot size limit is still visible from Highway 169, and while plight is unique, the request does not satisfy other standards for issuance of a variance at the requested size and height.

5. The variance, if granted, will not alter the essential character of the locality.

If approved, the proposed 276 square foot sign would be the largest, by square footage, freestanding sign in the area and would alter the essential character of the locality. While nearby signs are at or near 50 feet tall, the combination of height and sign area would not fit the character of the immediate area or the Highway 169 corridor through Elk River.

Financial Impact

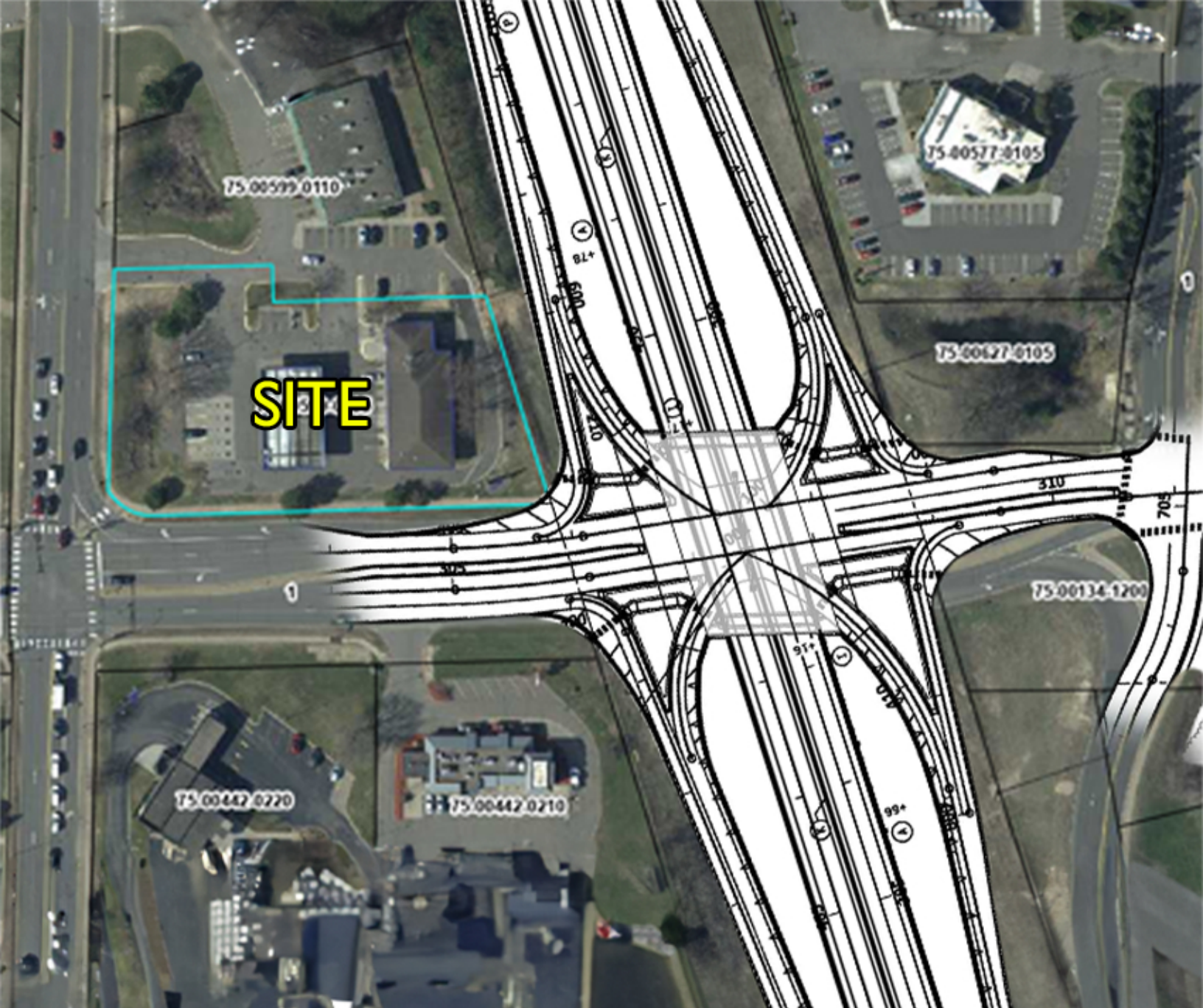
None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. Location Map
2. Narrative
3. Sign Plans
4. Case Study



Project Location Map

Holiday Gas Station

Variance &
Conditional Use Permit

Case No: V 24-08 & CU 24-09



V 24-08 Narrative

Following the removal of Holiday's former monument sign and the construction of the School St NW bridge over HWY 169, the southbound off ramp is encroaching onto Holiday's property. The only place left to install a new sign on Holiday's property with visibility from HWY 169 is at the southwest corner of their property. The combined height of the finished bridge including its railing is 24'-5" above the grade of HWY 169. Per sign code allowances, the top side of the sign cabinet can only be 5'-7" higher than the bridge and the offramp railing. The sign must be taller to make sure both the Holiday sign cabinet and their price signs are visible to both southbound and northbound commuters, prior to reaching their respective off ramps for School St NW.

A variance may be granted by the board only if it finds that:

The variance is in harmony with the general purpose and intent of the ordinance

The new sign is in harmony with the purpose of the sign ordinance because it enhances communication.

The variance is consistent with the City of Elk River Comprehensive Plan (discuss with city staff in needed)

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance

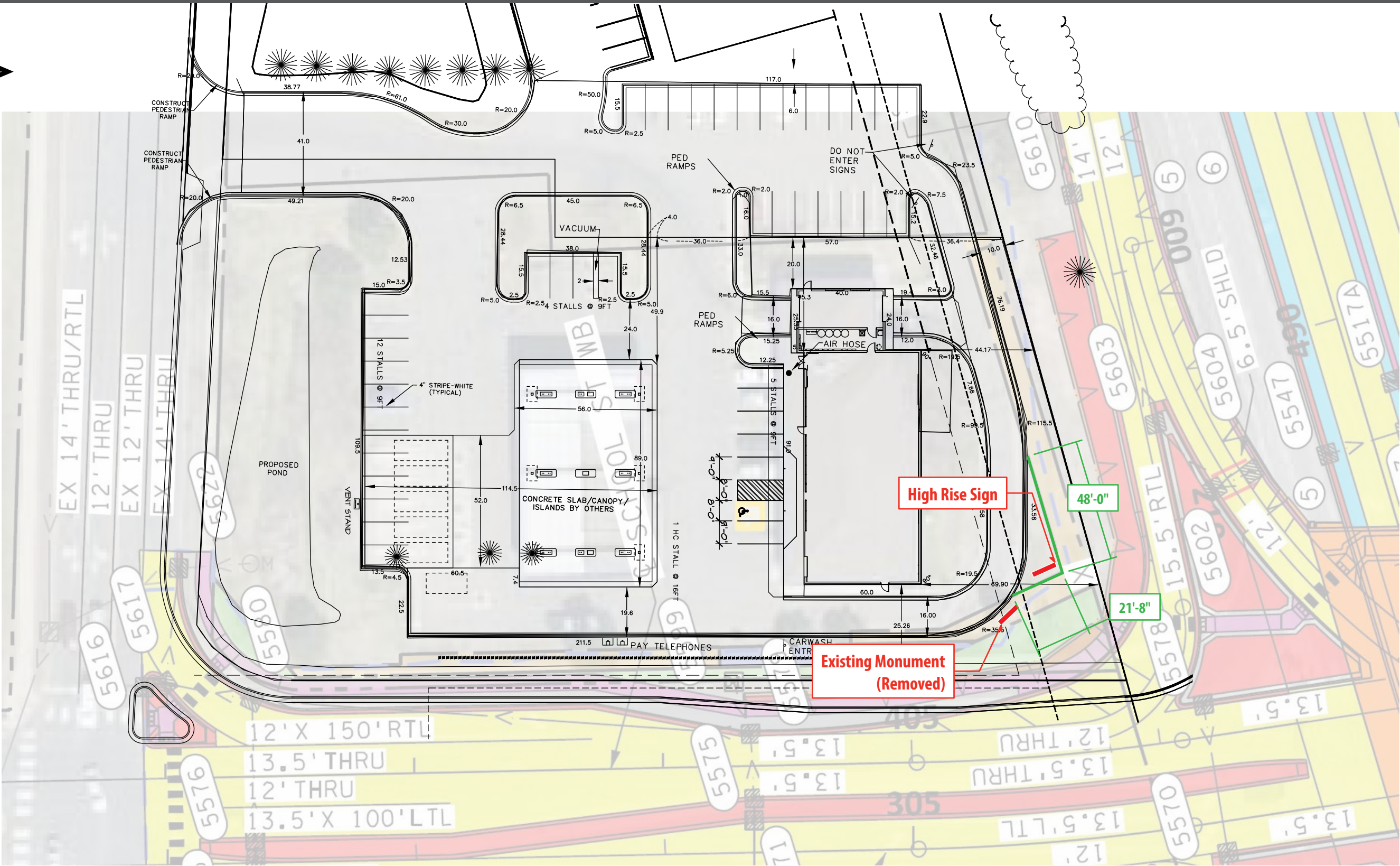
Provide gas and facilities

The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and

Reconstruction

The variance, if granted, will not alter the essential character of the locality

Correct



**CORPORATE
IDENTIFICATION
SOLUTIONS**

CUSTOMER
HOLIDAY STORES

SITE NUMBER
0313

LOCATION
ELK RIVER, MN

ACCOUNT REP
BEN DEHAYES

DRAWN BY
MH

DATE
05/28/24

REVISION
04

SCALE
NTS

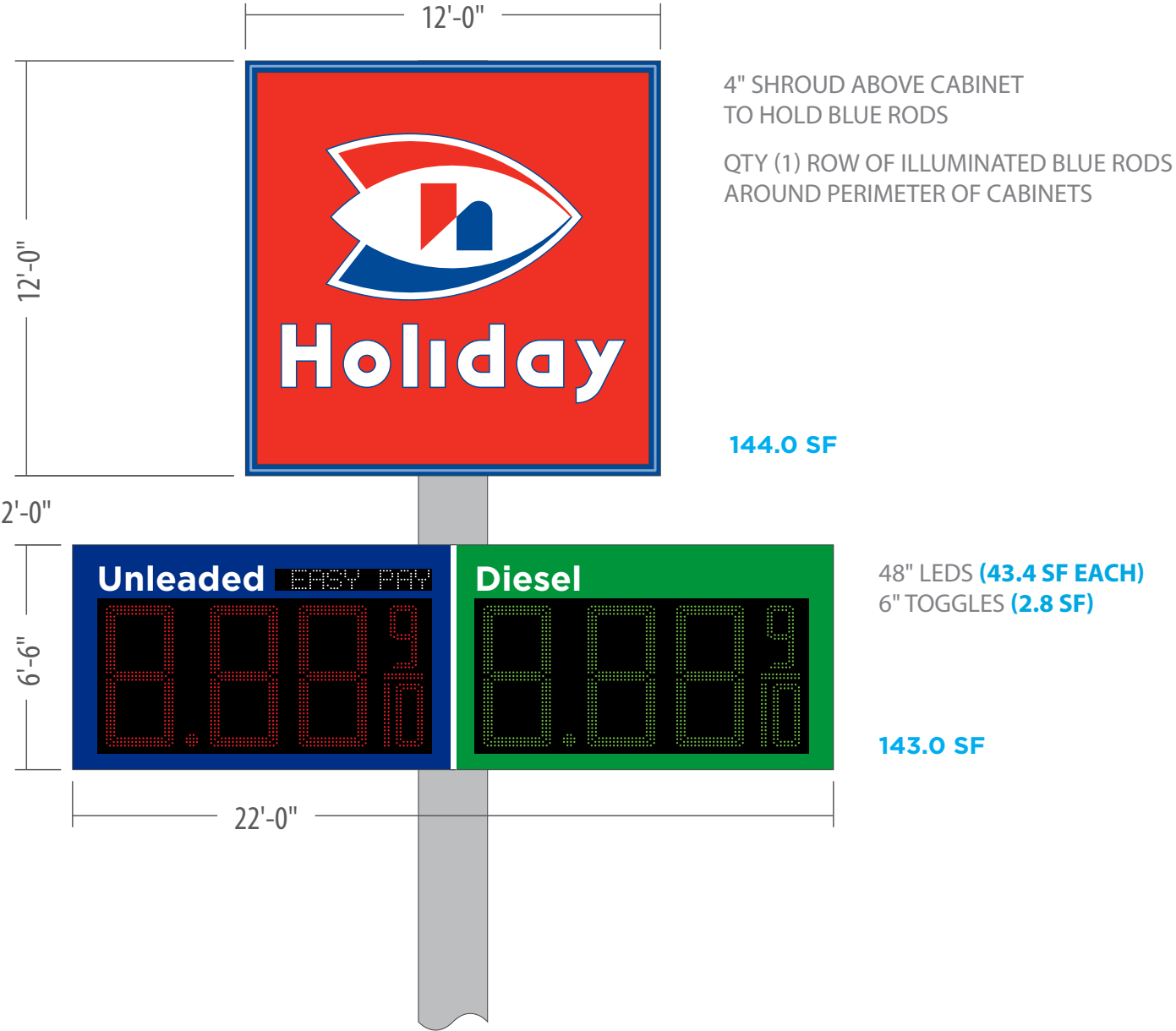
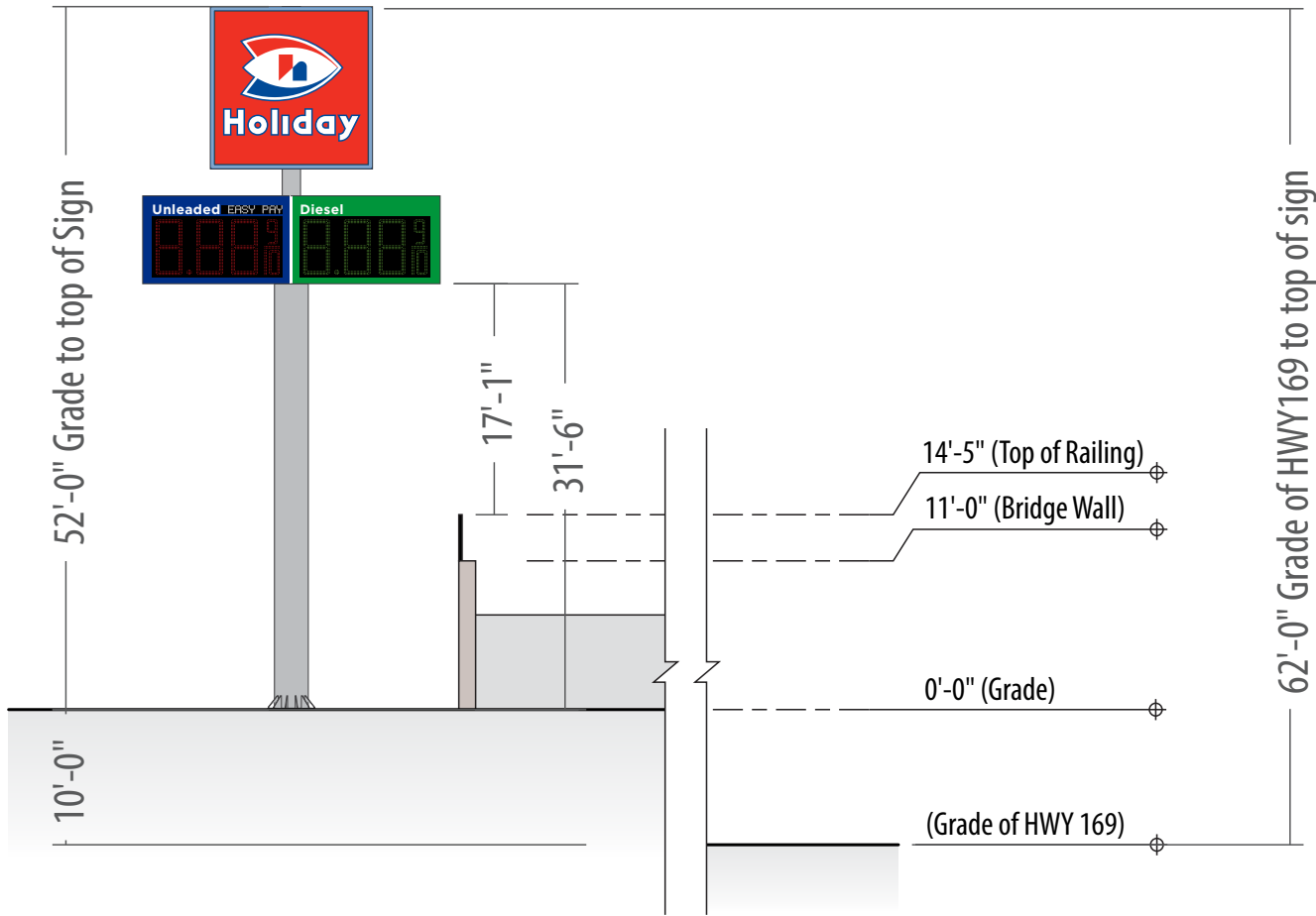
CORPORATE ID SOLUTIONS
5563 N ELSTON AVE.
CHICAGO, IL 60630
P: 773-763-9600 | F: 773-763-9606
CORPORATEIDSOLUTIONS.COM

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SIGNATURE _____ **DATE** 05/28/24 **Page** 84 **b6889**

DIESEL PRICER ALWAYS
TOWARDS ROAD →



PROPOSED HIGH RISE
287.0 SF



CORPORATE
IDENTIFICATION
SOLUTIONS

CUSTOMER
HOLIDAY STORES

SITE NUMBER
0313

LOCATION
ELK RIVER, MN

ACCOUNT REP
BEN DEHAYES

DRAWN BY
MH

DATE
05/28/24

REVISION
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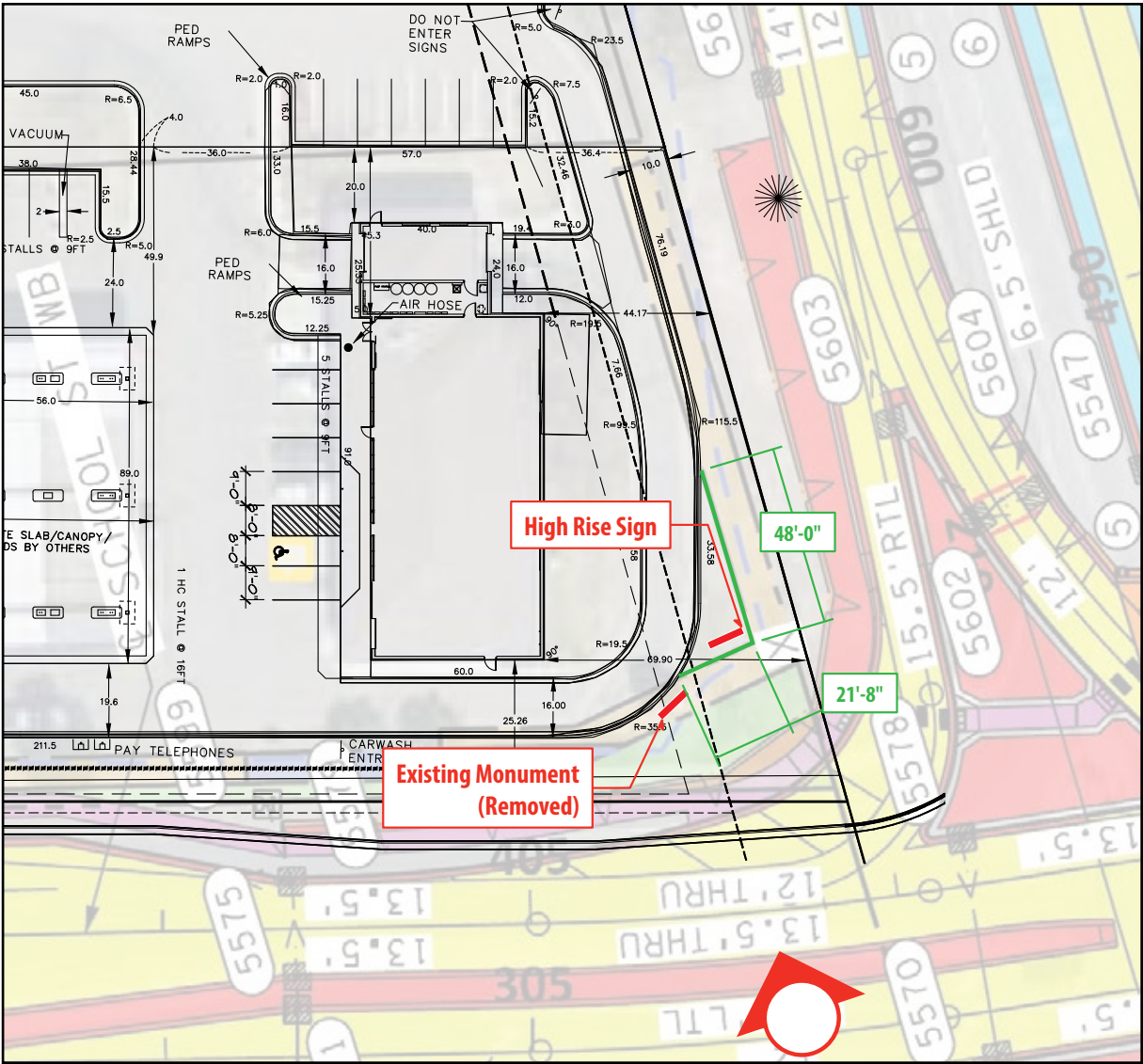
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SIGNATURE _____

DATE 05/26/24



**CORPORATE
IDENTIFICATION
SOLUTIONS**

CUSTOMER	HOLIDAY STORES
SITE NUMBER	0313

LOCATION	ELK RIVER, MN
ACCOUNT REP	BEN DEHAYES

DRAWN BY	MH
DATE	05/28/24

REVISION	APPROVED FOR CONSTRUCTION
SCALE	NTS

CORPORATE ID SOLUTIONS	5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 F: 773-763-9606 CORPORATEIDSOLUTIONS.COM
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SIGNATURE	DATE

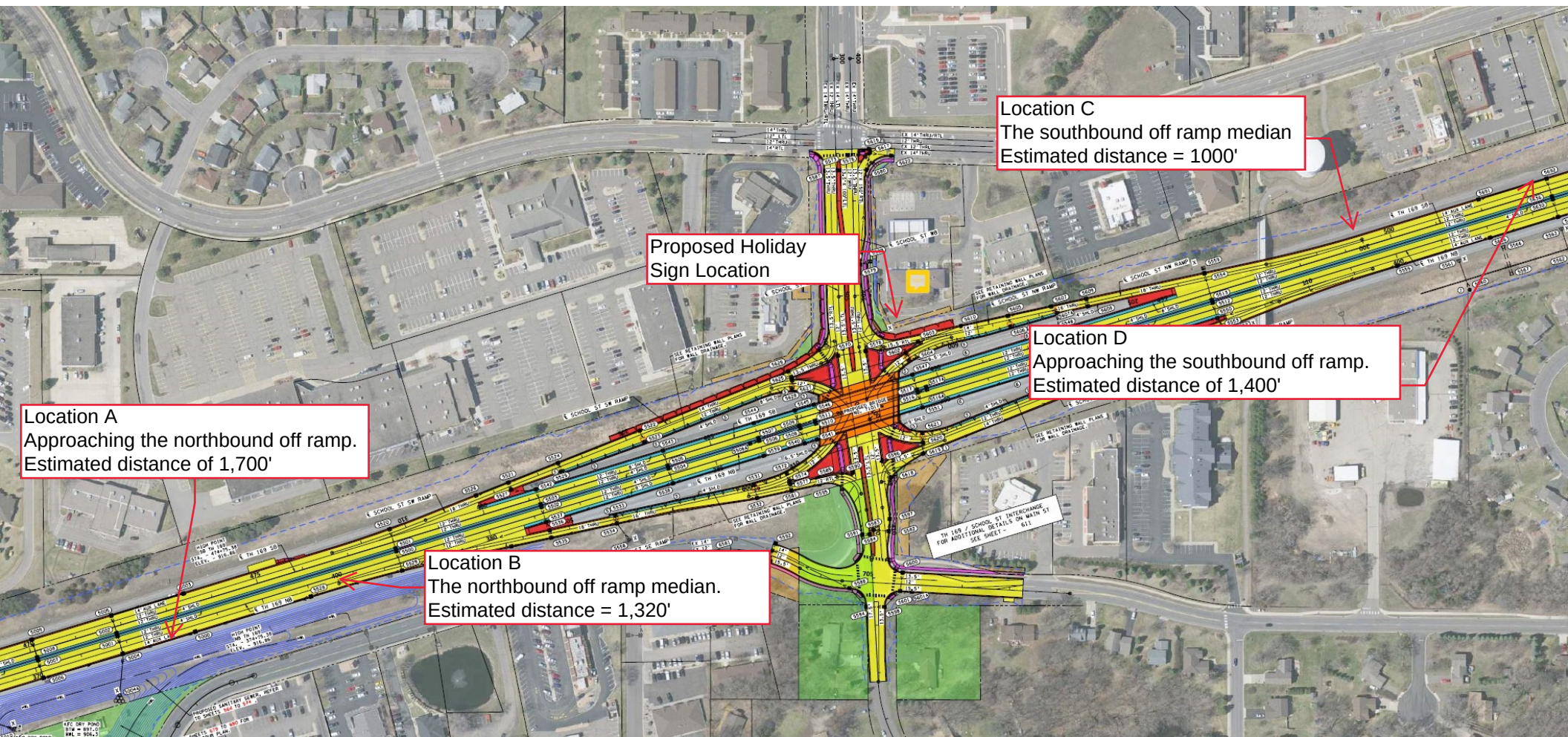
Holiday Station Store – 18823 Freeport St NW

Sign Height and Sign Area Variance Case Study

Prepared by James Clements with Corporate Identification Solutions on 5/28/24.

Case Study for the Proposed High Rise Sign Height and Sign Area

In preparation for our current variance application, we executed a “Flag Test” starting at 9:00 AM on Monday, May 20th, 2024. This included JDI Signs & Graphics suspending scaled banners representing the proposed high-rise sign cabinet and price cabinet while (2) representatives from Holiday Stationstores LLC-Northern Tier Division of Circle K executed drive byes to test the visibility and the line of site for the proposed sign at (3) different heights. Please review Exhibits 1, 2 & 3. Our primary test locations were for potential customers approaching the HWY 169 offramps for School St NW.



Location A
Approaching the northbound off ramp.
Estimated distance of 1,700'

Location B
The northbound off ramp median.
Estimated distance = 1,320'

Location C
The southbound off ramp median
Estimated distance = 1000'

Location D
Approaching the southbound off ramp.
Estimated distance of 1,400'

Exhibit 1 - Sign Height of 37'

The sign height tested above grade for the proposed sign location was 37'.

The sign height above the grade of HWY 169 was 47'.

Northbound Photos (37') – Please note that the existing laneways have are currently shifted due to active construction.

Photo 1 of 3



Photo 2 of 3



Photo 3 of 3



Southbound Photos (37')

Photo 1 of 3



Photo 2 of 3



Photo 3 of 3



Flag Test Results for a 37' High Sign

The line of site is partial obstructed from northbound commuters.

Southbound commuters cannot see the sign until after they have exited HWY 619.

Holiday's Conclusion – A 37' (H) sign was not acceptable from any vantage point.

Exhibit 2 - Sign Height of 47' – *This is the same height as the existing Burger King High Rise Sign.*

The sign height tested above grade for the proposed sign location was 47'.

The sign height above the grade of HWY 169 was 57'.

Northbound Photos – *Please note that the existing laneways have are currently shifted due to active construction.*

Photo 1 of 2



Photo 2 of 2



Southbound Photos (47')

Photo 1 of 3



Photo 2 of 3



Photo 3 of 3



Flag Test Results for a 47' High Sign

The sign height is acceptable for northbound commuters.

Southbound commuters cannot see the sign until after they have exited HWY 169.

Holiday's Conclusion – A 47' (H) sign was not acceptable for southbound HWY 169.

Exhibit 3 - Sign Height of 52'

The sign height tested above grade for the proposed sign location was 52'.

The sign height above the grade of HWY 169 was 62'.

Northbound Photos – *Please note that the existing laneways have are currently shifted due to active construction.*

Photo 1 of 2



Photo 2 of 2



Southbound Photos (52')

Photo 1 of 3



Photo 2 of 3



Photo 3 of 3

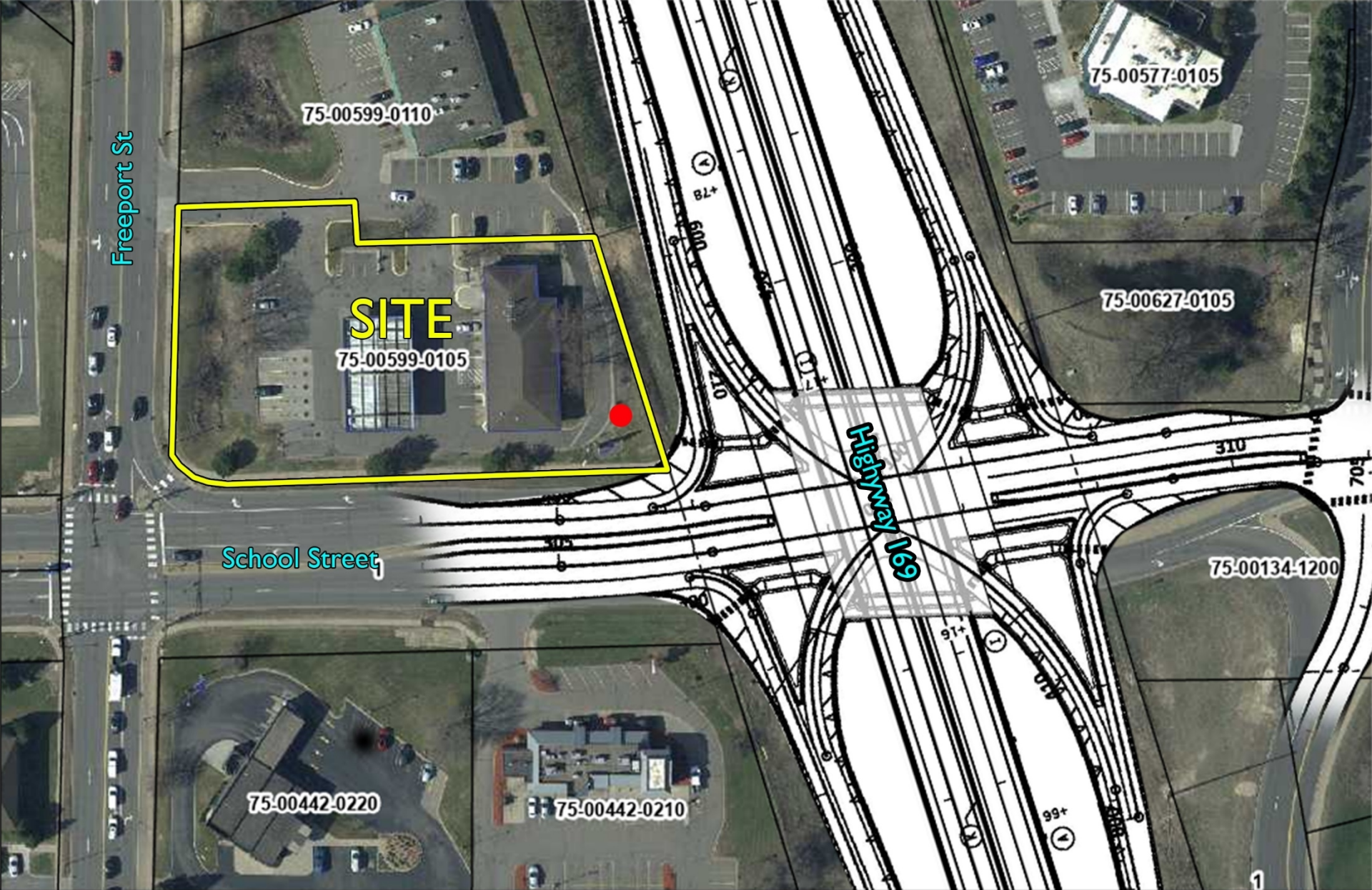


Flag Test Results for a 52' High Sign

The sign height is acceptable for both northbound and southbound commuters.

Holiday's Conclusion – The proposed 52' (H) is an acceptable height for all HWY 169 commuters.

Holiday Station Height and Size Variance

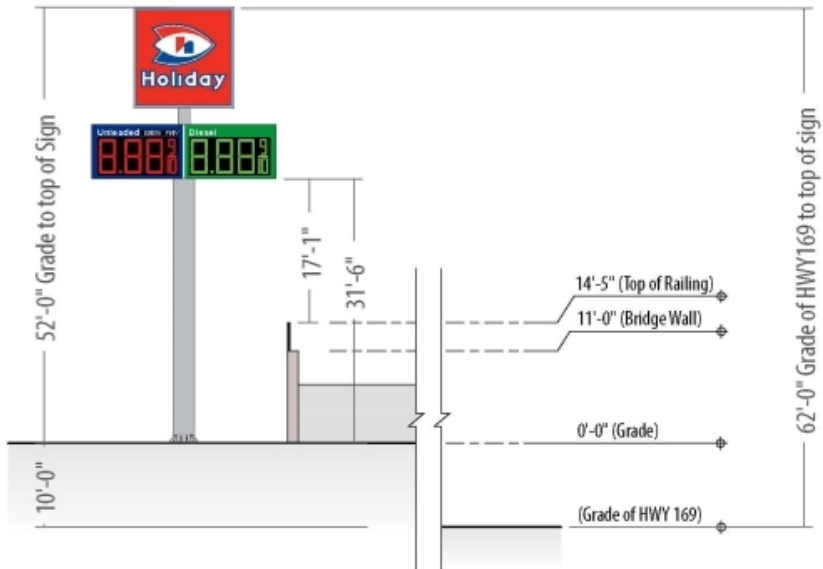


Holiday Gas Station Variance

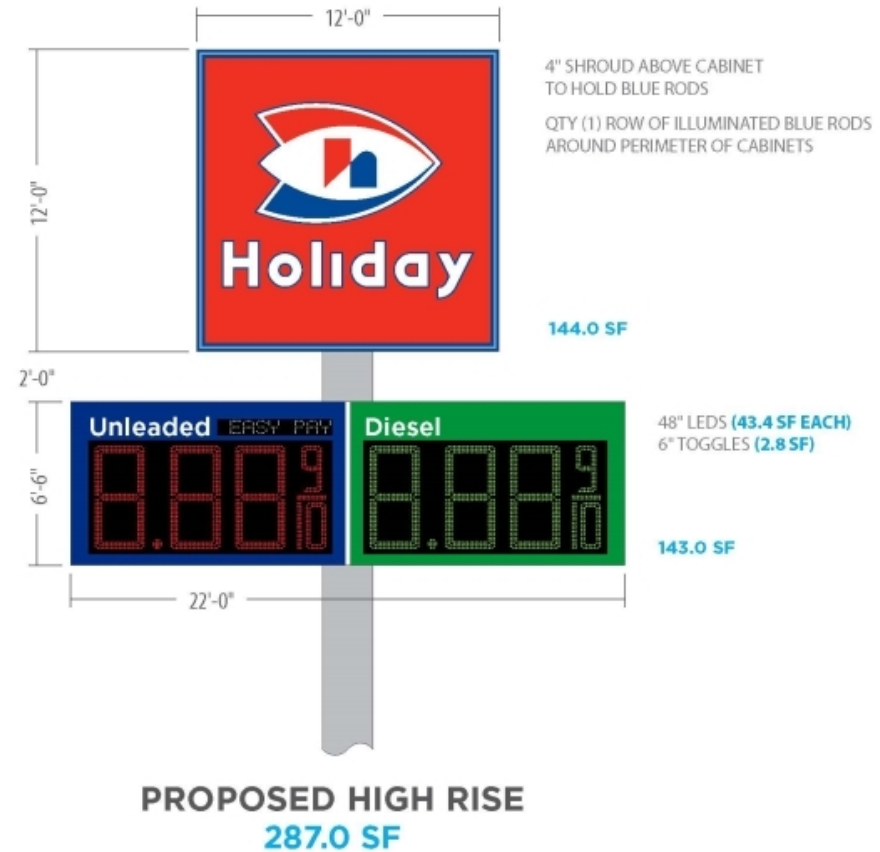
Case No: V 24-01

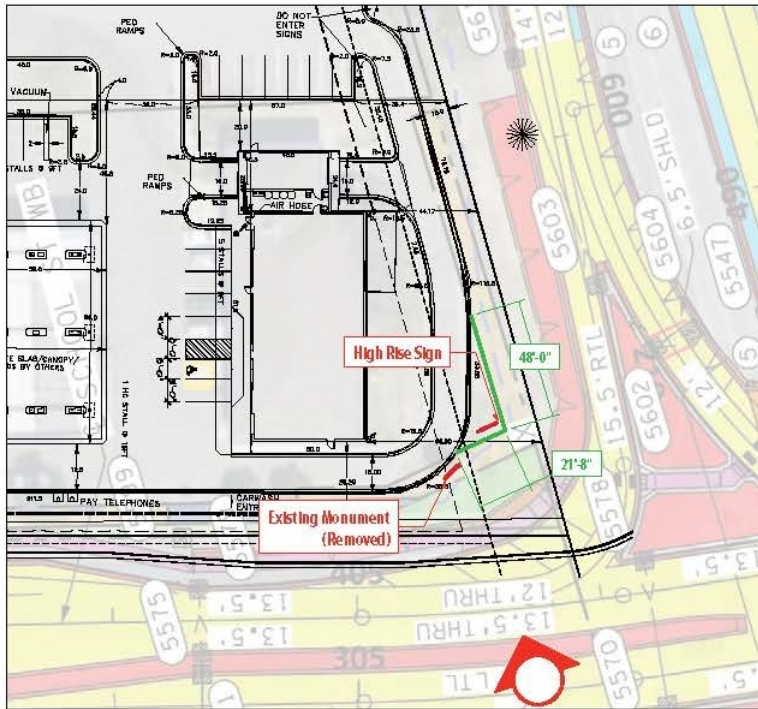
Background

- BOA denied the sign size variance
- Automatic appeal
- Zoned Highway Commercial (C-3)
- Freestanding signs
 - 150 square feet
- Variance for sign area
 - 451 square feet as measured with one box or
 - 287 square feet measuring two signs individually



DIESEL PRICER ALWAYS
TOWARDS ROAD →





APPROXIMATE CONCEPTUAL RENDERING
NOT TO SCALE

Applicable Regulations

1. Is in harmony with the general purpose and intent of the ordinance

- Balance the advertising needs of the business community against adverse effects on the public
- Doubles sign size limit
- Not in harmony with the intent of the ordinance

Applicable Regulations

2. Is consistent with the City of Elk River Comprehensive Plan

- The property is guided as Highway Business where commercial businesses with signage are expected
- The proposal is consistent with the comprehensive plan

Applicable Regulations

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

- Doubling the permitted sign area is not a reasonable use
- Significant deviations impact the surrounding community
- The petitioner does not propose to use the property in a reasonable manner

Applicable Regulations

4. The plight of the petitioner is due to circumstances unique to the property not a consequence of the petitioner's own action or inaction.

- Reconstruction of the interchange is a unique circumstance
- A sign constructed according to the ordinance is still visible from the highway and above the grade/bridge
- While the plight is unique, the request does not satisfy other standards for issuance of a variance at the requested height and area

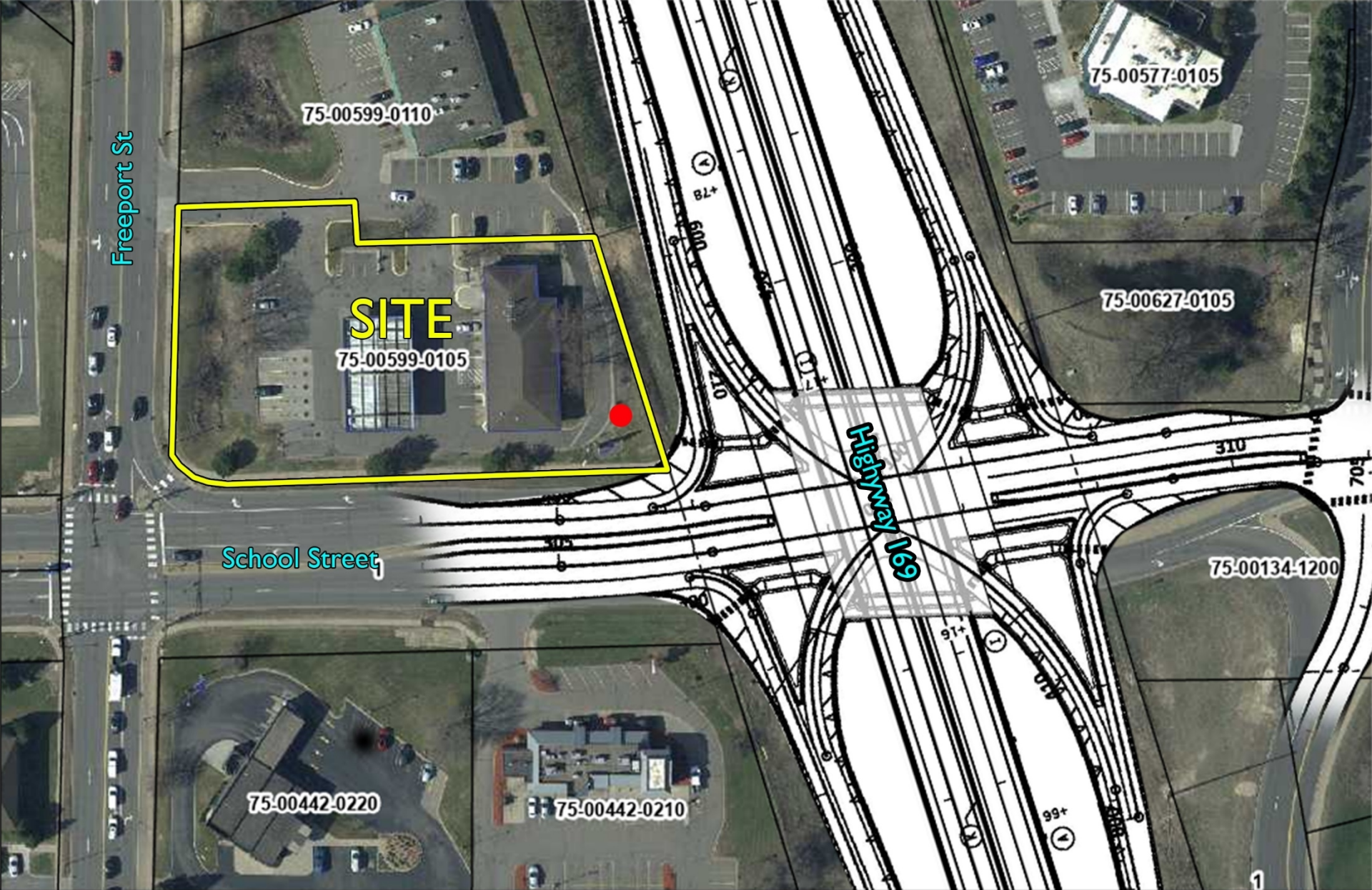
Applicable Regulations

5. The variance, if granted, will not alter the essential character of the locality.

- The sign would be the largest freestanding sign advertising a single business in the area
- The proposed sign would alter the essential character of the locality

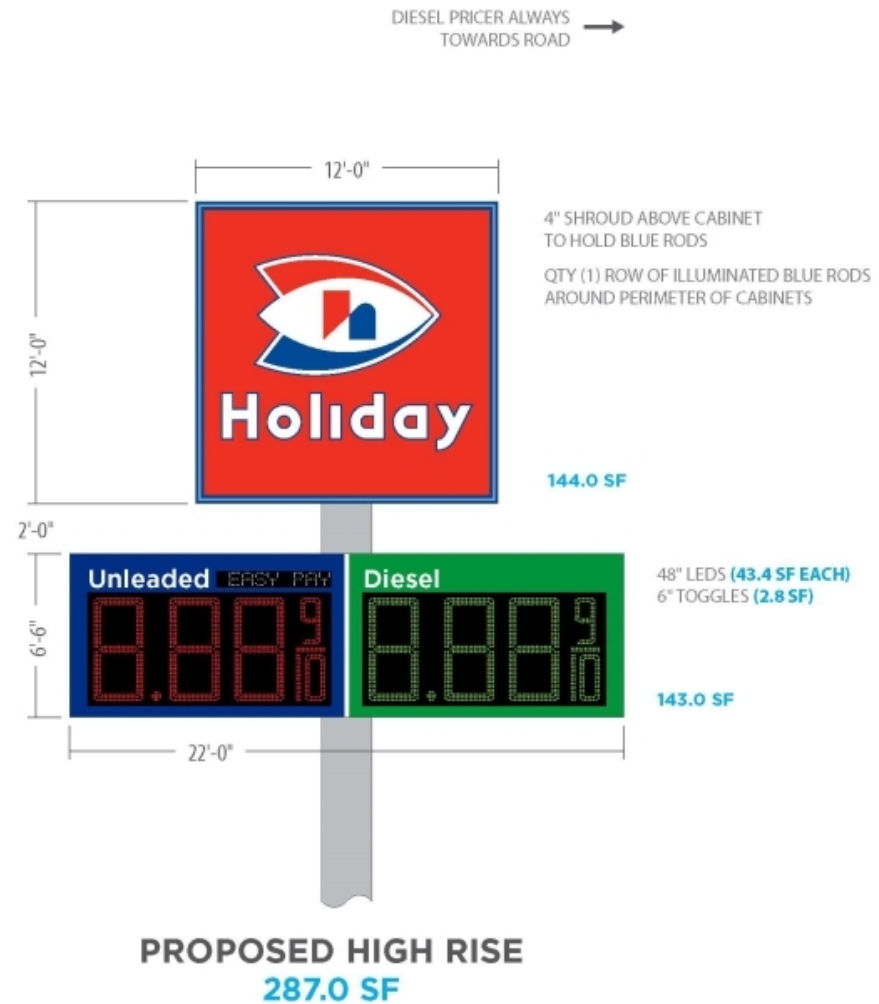
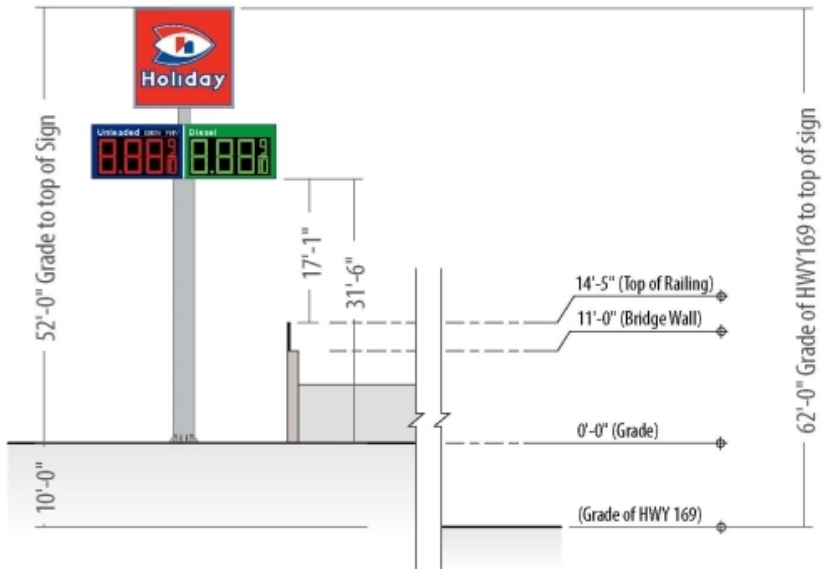
Action Requested

- Direct staff, by motion, to prepare a resolution making Findings of Fact denying the sign size (area) variance for the reasons outlined in the memo



Holiday Gas Station Variance

Case No: V 24-01





Request for Action

To
City Council

Item Number
7.2

Meeting Date
July 15, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Changeable Copy (Digital)
Sign, 18823 Freeport St. NW - Holiday Gas Station

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

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

1. The changeable copy sign shall not exceed 132 square feet.
2. The applicant must apply for and receive approval for all required permits before any construction may begin.
3. The signs shall be compliant with the standards set forth in Sec. 30-864 (e) or any variances related to signage on this property.

Background/Discussion

The property is zoned Highway Commercial (C3) where changeable copy signs larger than 30 square feet require a Conditional Use Permit (CUP). The applicant is seeking a CUP to install a 132-square-foot changeable copy signage (gas pricing). The site is located along Highway 169 and is immediately northwest of the new interchange with School Street. The previous sign was removed during construction and the applicant is looking to construct a new sign to continue advertising their business. The proposed changeable copy sign will advertise gas prices to passing motorists.

Planning Commission

During the public hearing, no one spoke for or against the request and staff have not received any comments since the commission meeting.

The Planning Commission had no questions or concerns about the request and unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

The Elk River Vision

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



Attachments

1. Planning Commission Memo dated June 25, 2024
2. CUP Document
3. Presentation



Request for Action

To
Planning Commission

Item Number
4.1

Meeting Date
June 25, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Changeable Copy (Digital)
Sign, 18823 Freeport St. NW - Holiday Gas Station

Reviewed by
Zack Carlton

Action Requested

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

1. The changeable copy sign shall not exceed 132 square feet.
2. The applicant must apply for and receive approval for all required permits before any construction may begin.
3. The signs shall be compliant with the standards set forth in Sec. 30-864 (e) or any variances related to signage on this property.

Background/Discussion

The property is zoned Highway Commercial (C3) where changeable copy signs larger than 30 square feet require a Conditional Use Permit (CUP). The applicant is seeking a CUP to install a 132 square foot changeable copy signage (gas pricing). The site is located along Highway 169 and is immediately northwest of the new interchange with School Street. The previous sign was removed during construction and the applicant is looking to construct a new sign to continue advertising their business. The proposed changeable copy sign will advertise gas prices to passing motorists.

Applicable Regulations

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

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.

With the standards set forth in Sec. 30-864 (e), the use 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.

Staff do not see a need to impose specific conditions to satisfy this standard.

2. Will be consistent with the comprehensive plan.

The property is guided as Highway Business where commercial businesses with signage are expected. The proposal is consistent with the comprehensive plan.

The Elk River Vision

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



Staff do not see a need to impose specific conditions to satisfy this standard.

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

As there is no surrounding vacant property, the use will not impede the normal and orderly development and improvement of surrounding vacant property.

Staff do not see a need to impose specific conditions to satisfy this standard.

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 use 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.

Staff do not see a need to impose specific conditions to satisfy this standard.

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 use 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.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

The use will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

Staff do not see a need to impose specific conditions to satisfy this standard.

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 use shall 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.

Staff recommends the sign shall be compliant with the standards set forth in Sec. 30-864 (e).

If denial of such a permit should occur, it shall accompany recommendations or determinations by findings or a report stating how the proposed use does not comply with the standards set forth in Section 30-654.

In the review of the standards for CUP as outlined, it appears that the request is consistent with all of these standards.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

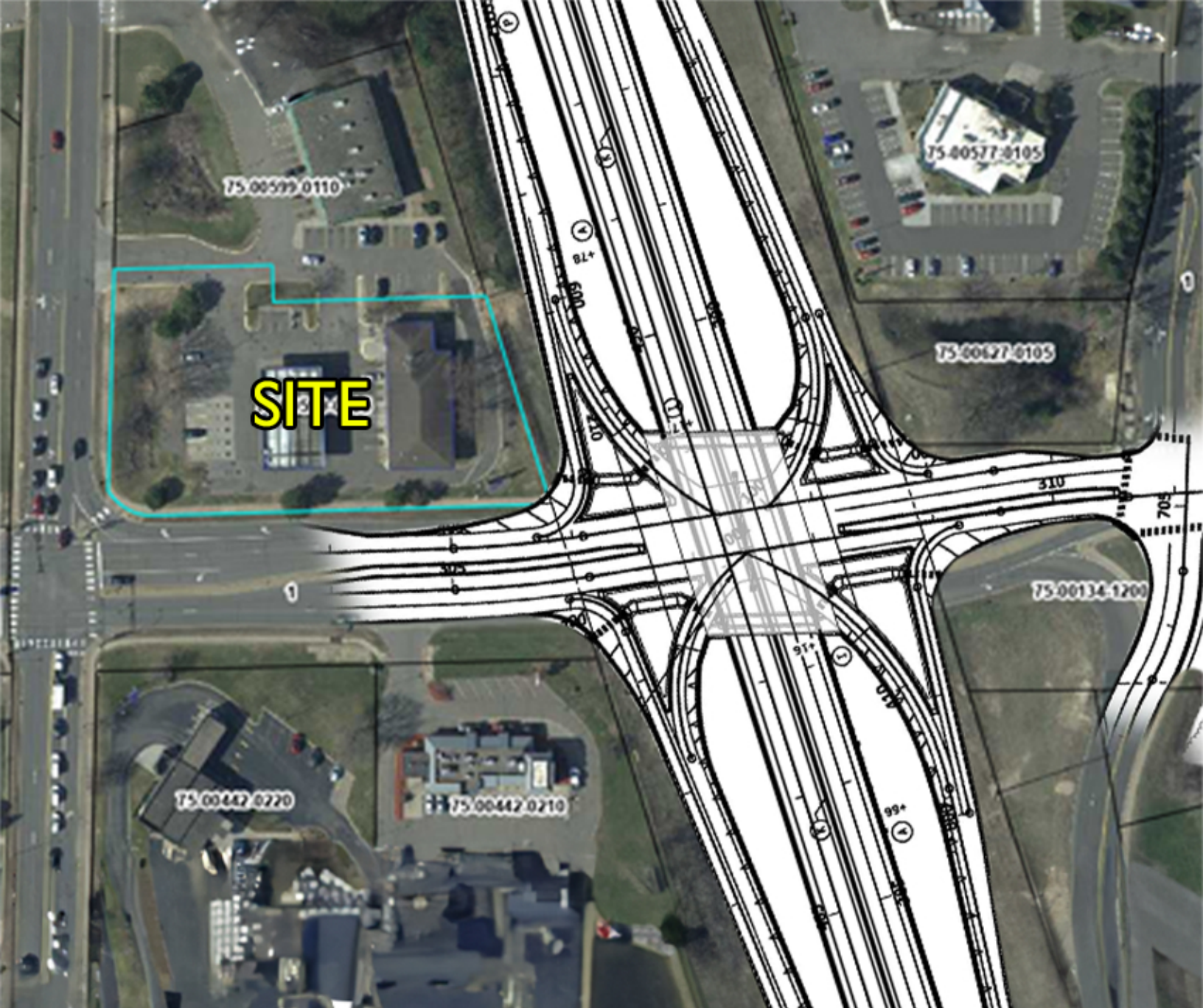
1. Narrative
2. Location Map
3. Sign Plans

We would like to install a 143 square foot changeable copy sign for the fuel pricing.

Following the removal of Holiday's former monument sign and the construction of the School St NW bridge over HWY 169, the southbound off ramp is encroaching onto Holiday's property. The only place left to install a new sign on Holiday's property with visibility from HWY 169 is at the southwest corner of their property. The combined height of the finished bridge including its railing is 24'-5" above the grade of HWY 169. Per sign code allowances, the top side of the sign cabinet can only be 5'-7" higher than the bridge and the offramp railing. The sign must be taller to make sure both the Holiday sign cabinet and their price signs are visible to both southbound and northbound commuters, prior to reaching their respective off ramps for School St NW.

The proposed high-rise sign includes 48"(H) price sign digits. This is the smallest standard sized price sign digit that will be visible to the average commuter, prior to them driving past their respective offramp medians. For this reason and branding standards, we are still proposing the high-rise sign with (2) cabinets with a combined sign area of 431 square feet.

Please review the attached case study. We executed a flag test on the morning of 5/20/24. The flag test included (3) different sign heights using full sized banners matching the proposed the size of sign faces.



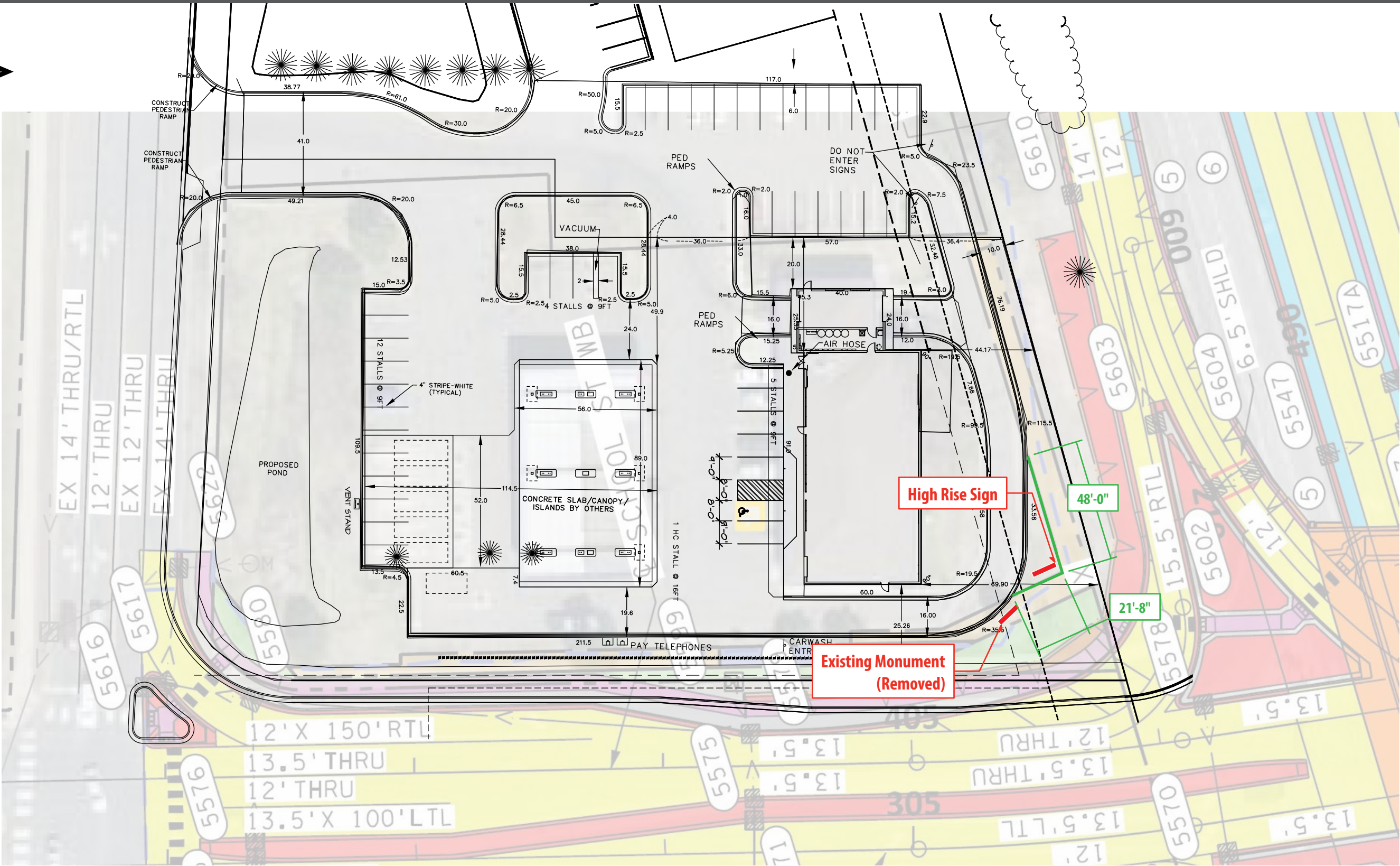
Project Location Map

Holiday Gas Station

Variance &
Conditional Use Permit

Case No: V 24-08 & CU 24-09





**CORPORATE
IDENTIFICATION
SOLUTIONS**

CUSTOMER
HOLIDAY STORES

SITE NUMBER
0313

LOCATION
ELK RIVER, MN

ACCOUNT REP
BEN DEHAYES

DRAWN BY
MH

DATE
05/28/24

REVISION
04

SCALE
NTS

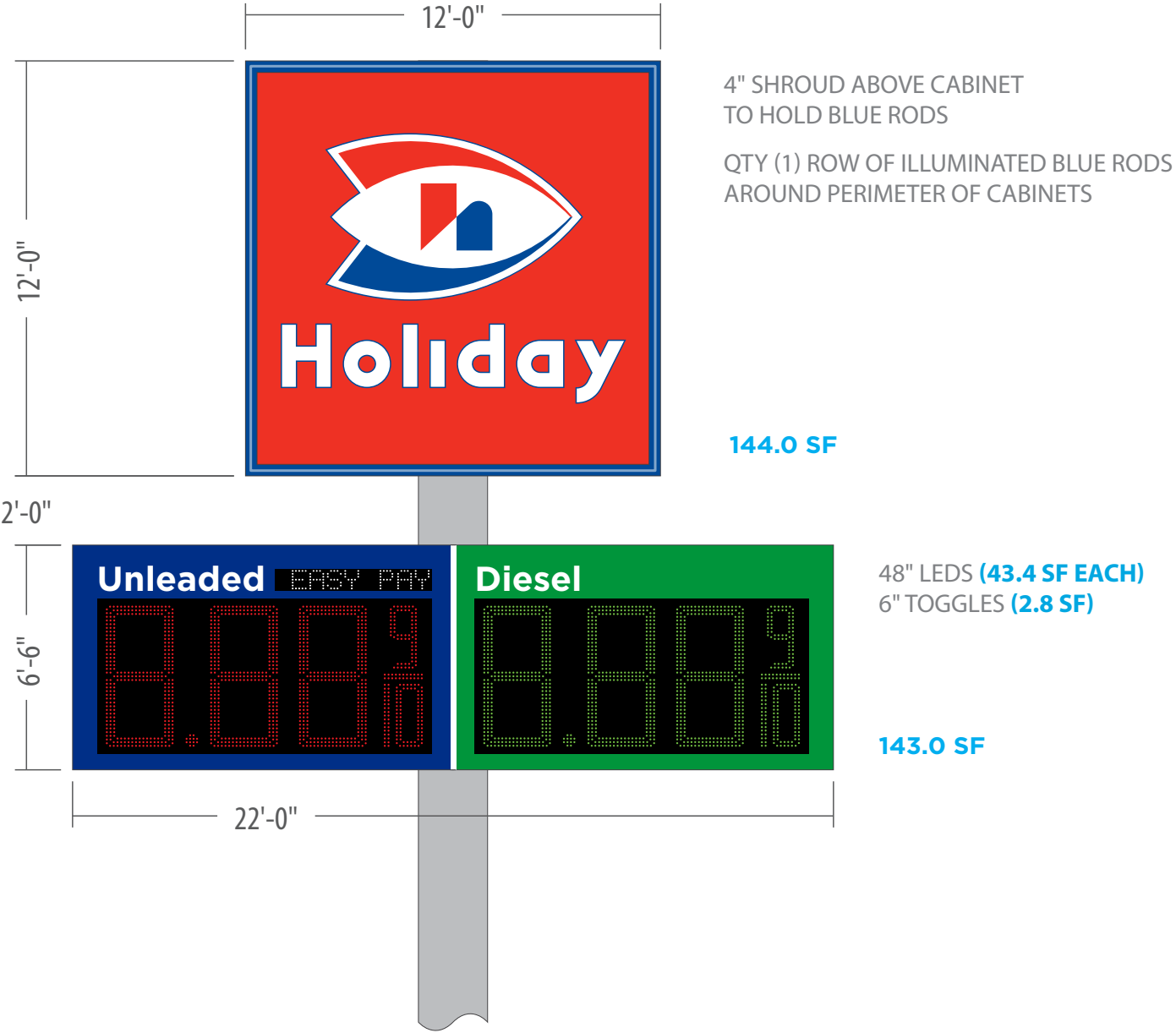
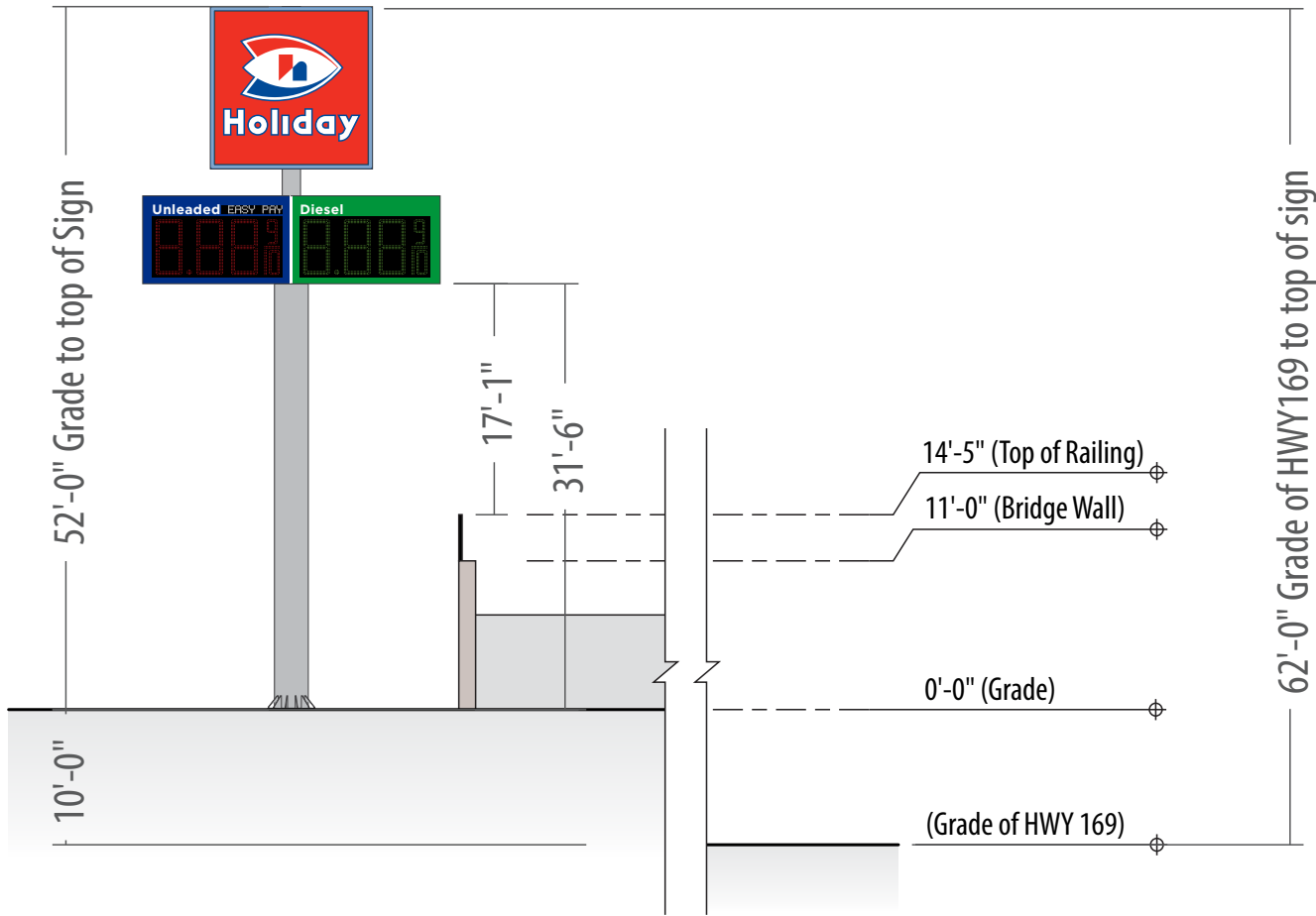
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SIGNATURE _____ **DATE** _____

DIESEL PRICER ALWAYS
TOWARDS ROAD →



PROPOSED HIGH RISE
287.0 SF



CORPORATE
IDENTIFICATION
SOLUTIONS

CUSTOMER	HOLIDAY STORES
SITE NUMBER	0313

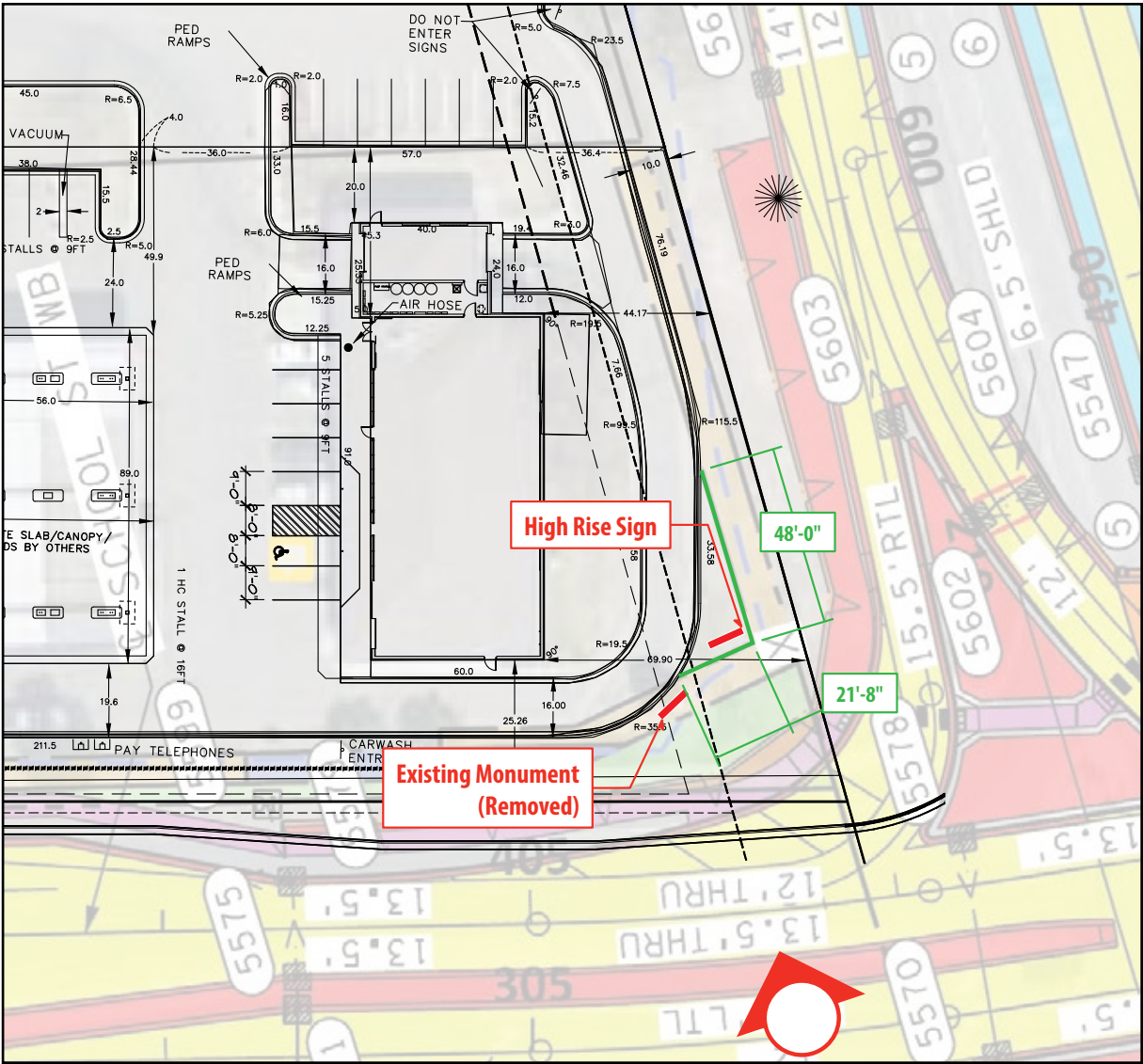
LOCATION	ELK RIVER, MN
ACCOUNT REP	BEN DEHAYES

DRAWN BY	MH
DATE	05/28/24

REVISION	04
SCALE	NTS

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SIGNATURE _____
DATE _____



APPROXIMATE CONCEPTUAL RENDERING
NOT TO SCALE



**CORPORATE
IDENTIFICATION
SOLUTIONS**

CUSTOMER	HOLIDAY STORES
SITE NUMBER	0313

LOCATION	ELK RIVER, MN
ACCOUNT REP	BEN DEHAYES

DRAWN BY	MH
DATE	05/28/24

REVISION	APPROVED FOR CONSTRUCTION
SCALE	NTS

CORPORATE ID SOLUTIONS	5563 N ELSTON AVE. CHICAGO, IL 60630 P: 773-763-9600 F: 773-763-9606 CORPORATEIDSOLUTIONS.COM
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SIGNATURE	DATE

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 24-09

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by Karen Dodge of Municipal Resolutions on behalf of Holiday Station Store for the following use:

Conditional Use Permit for a Changeable Copy Sign larger than 30 square feet, at 18823 Freeport Street NW

Property. The Permit is for the following described property (“Subject Property”) in the City of Elk River, Sherburne County, Minnesota:

Lot 1, Block 1, Heying Addition, Sherburne County, Minnesota

Owner. Owner of the Subject Property at time of the approval of the Permit:

Holiday Station Store, Inc., owner

Conditions. The Permit is issued subject to the following conditions:

- 1. The changeable copy sign shall not exceed 132 square feet.**
- 2. The applicant must apply for and receive approval for all required permits before any construction may begin.**
- 3. The signs shall be compliant with the standards set forth in Sec. 30-864 (e) or any variances related to signage on this property.**

Termination of Permit. The Permit shall remain in effect only for so long as the conditions set for the herein are complied with. The City may revoke the Permit following a public hearing for violation of the terms and/or conditions set forth in the Permit.

Lapse. If within two (2) years of the issuance of the Permit the proposed work described in a conditional use permit has not been substantially completed, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period determined by the council on the receipt of a request for a permit extension prior to its expiration. A

conditional use permit authorizes only the use specified in the permit and shall expire if, for any reason, the authorized use ceases for more than six (6) months.

Criminal Penalty. Both the owner and any occupant of the Subject Property are responsible for compliance with the permit. Violation of the terms of the Permit is a criminal misdemeanor.

Recording. The Permit shall be recorded against the title to Subject Property.

Dated: July 15, 2024

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
City Clerk Tina Allard

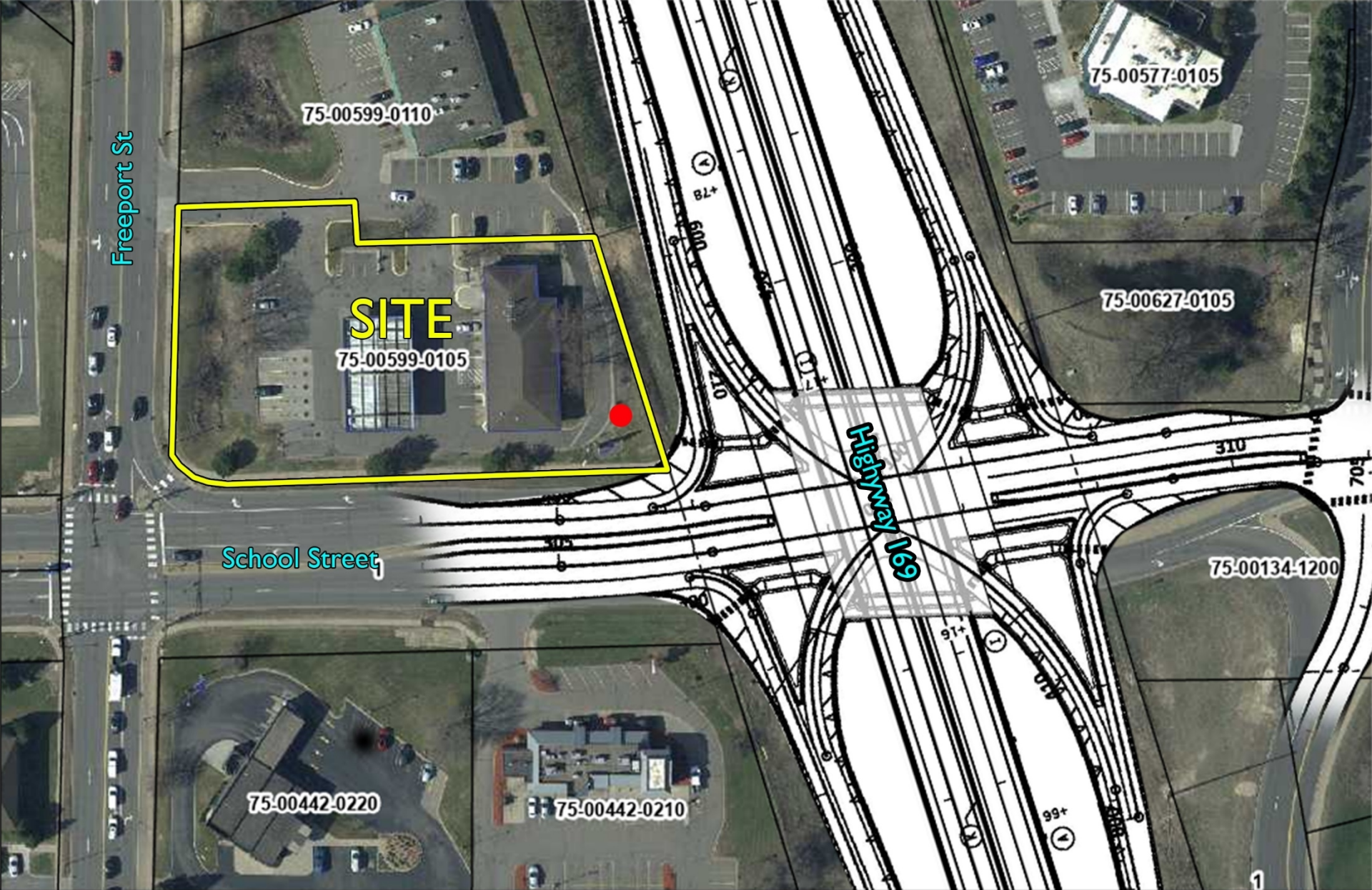
STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by John J. Dietz and Tina Allard, respectively, the Mayor and City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032

Holiday Station Changeable Copy CUP



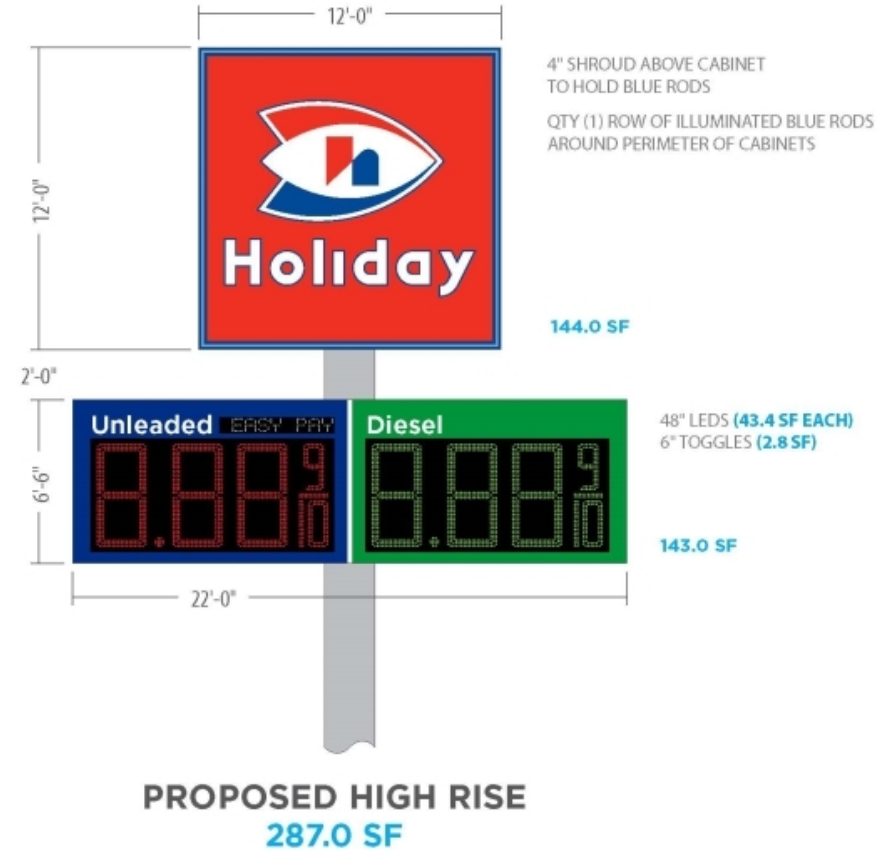
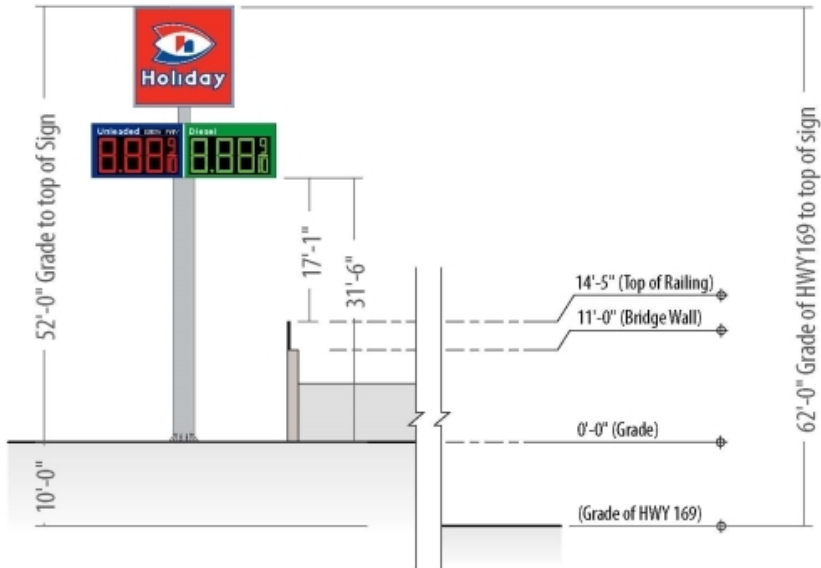
Holiday Gas Station Variance

Case No: V 24-01

Background

- Zoned Highway Commercial (C-3)
- Changeable copy (digital) sign of up to 132 sq.ft.
 - CUP if larger than 30 sq.ft.
- Digital sign concerns
 - Moving or changing graphics
 - Bright LED displays
 - Possible distraction to motorists
- Proposed gas price display will not have the same concerns
 - Ordinance and MnDOT include standards for digital signs

DIESEL PRICER ALWAYS
TOWARDS ROAD →



Planning Commission

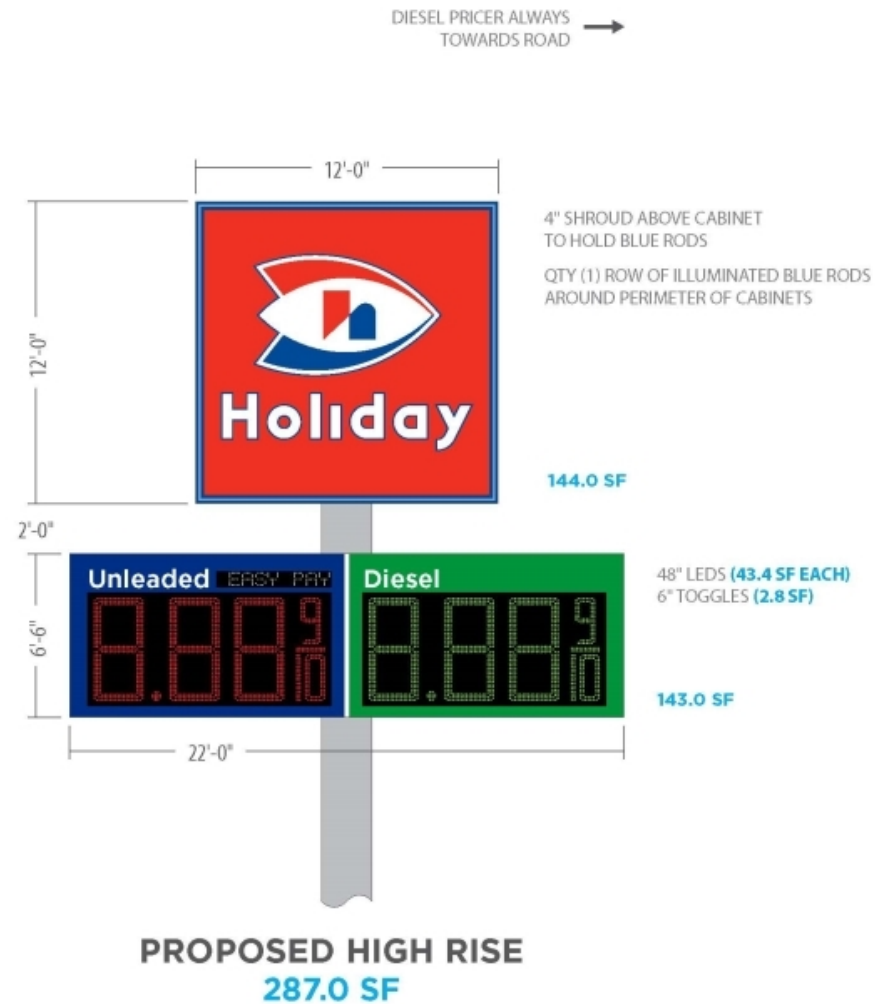
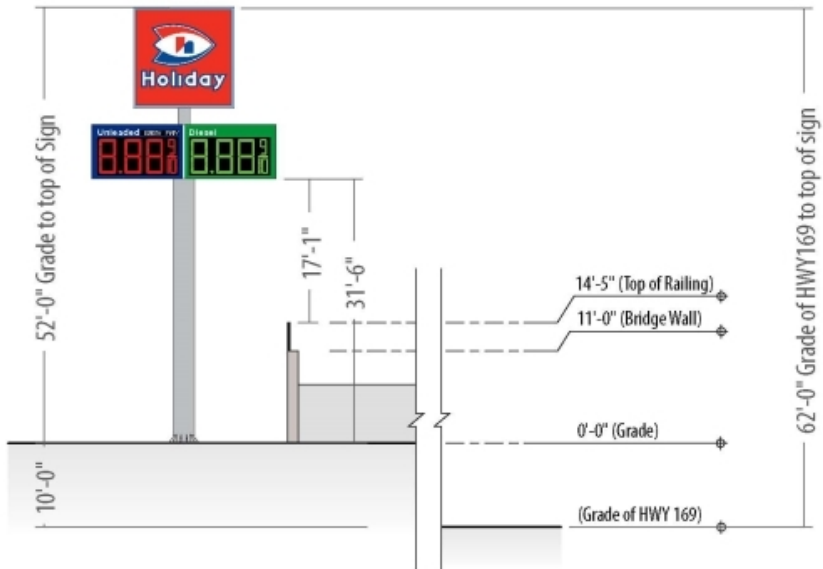
- During the PH, no one spoke for or against the request
- Staff have not received any comments since the meeting

Planning Commission

- PC's analysis of the application shows compliance with all seven (7) of the standards required for approval of the CUP
- The PC had no questions or concerns about the request and unanimously recommended approval

Action Requested

- Approve, by motion, the CUP with the three (3) conditions outlined in the memo.





Request for Action

To
City Council

Item Number
7.3

Meeting Date
July 15, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Zone Change: C-3 (Highway Commercial) to R-3 (Townhome/Multi-Family Residential), 75-00128-3101 - City of Elk River Ordinance 24-17

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Ordinance 24-17 to rezone certain property from Highway Commercial (C3) to Townhouse/Multiple Family Residential (R3) as the rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.

Background/Discussion

The Comprehensive Plan, adopted by the City Council in October 2021, includes an updated Land Use Map, guiding the long-term planning of the community. The subject property, currently zoned as Highway Commercial (C3), is guided for Mixed Residential by the Land Use Plan. The mixed residential category consists of neighborhoods with multiple housing types, including single-family detached, townhomes, duplexes, and small-scale multifamily buildings.

To align the zoning with the approved land use, the property should be rezoned. The R3 district is the most suitable option due to the site's numerous wetlands, making it impractical for apartment development.

Planning Commission

During the public hearing, several residents spoke against the property being developed, citing increased traffic and safety concerns at the County Road 1 intersection, impacts on the existing trail, and concerns about wetlands/water management. Overall, the neighbors would prefer it not to be developed at all to maintain the natural buffer the property creates. The city cannot prohibit a property from being developed in accordance with state and local codes.

Staff noted that wetlands are protected, the trail is in an easement, and the county has no concerns with the request.

The Planning Commission unanimously recommended approval of rezoning the parcel from Highway Commercial (C3) to Townhouse/Multiple Family Residential (R3).

Financial Impact

None

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



Mission/Policy/Goal

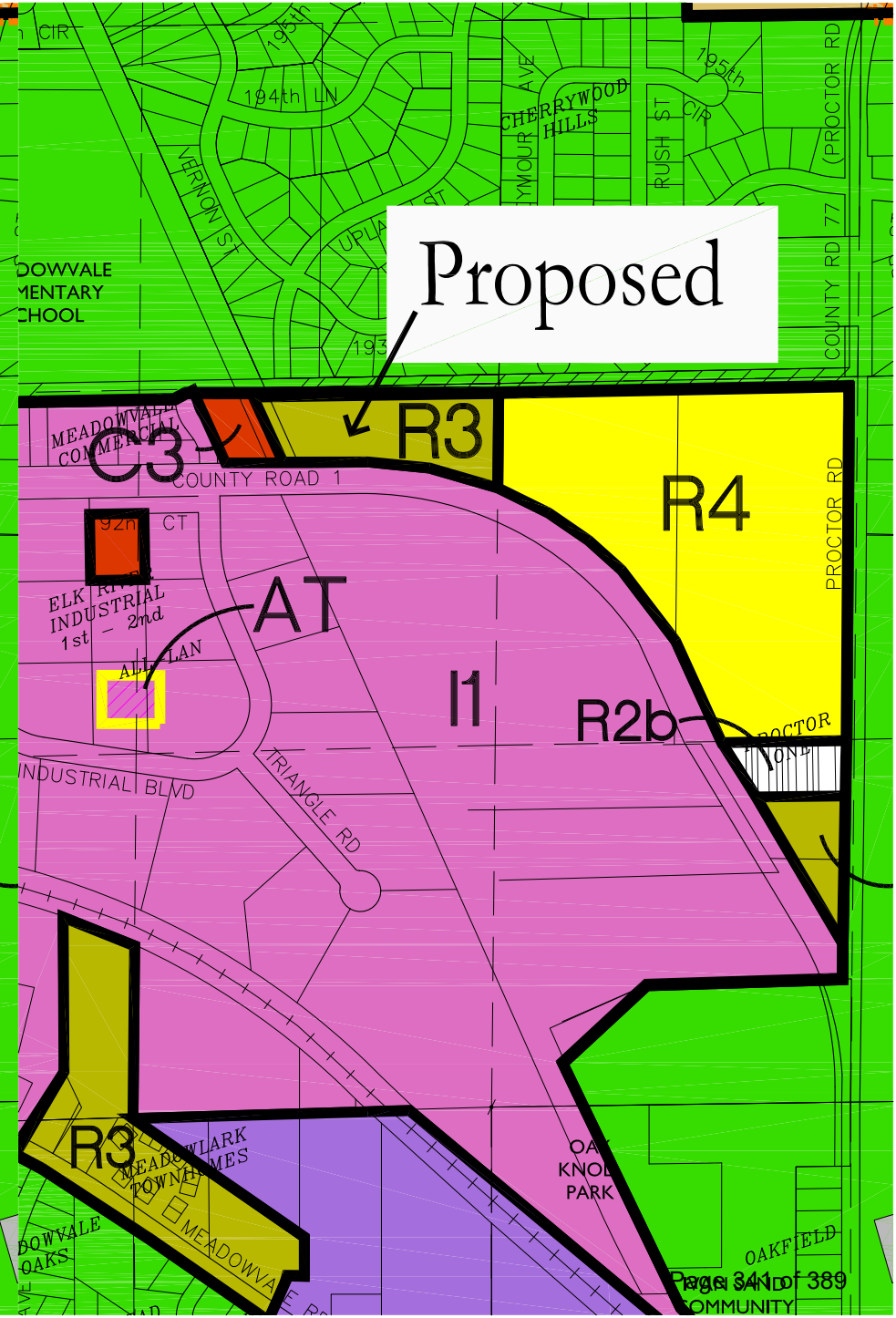
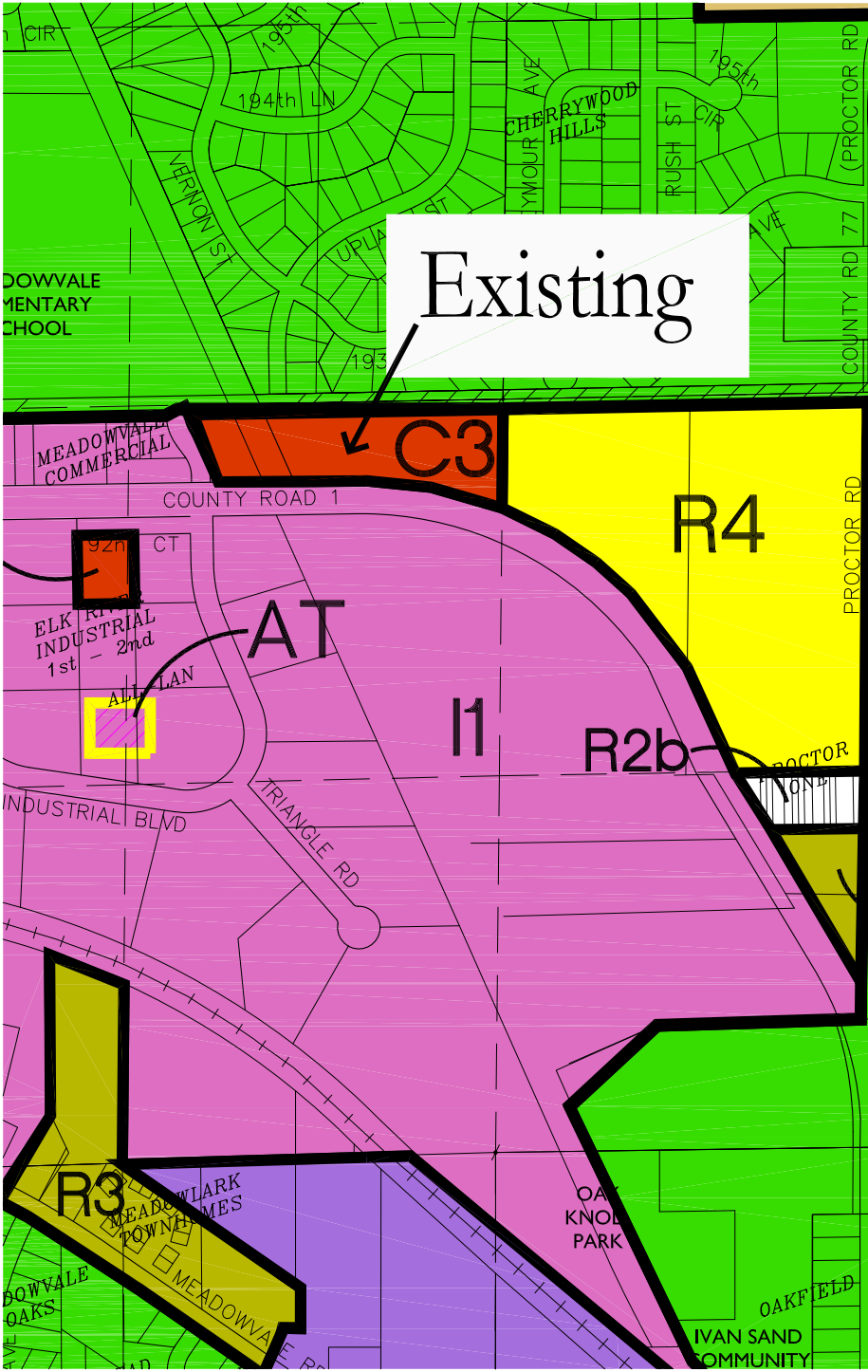
Opportunity to live, work, and play.

Ethical, efficient, and responsible.

Meet changing needs - agile.

Attachments

1. Updatd Existing-Proposed Zoning Exhibit
2. Planning Commission Memo dated 6-25-2024
3. Ordinance
4. Handout
5. Presentation





Request for Action

To
Planning Commission

Item Number
4.2

Meeting Date
June 25, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Zone Change: C-3 (Highway Commercial) to R-3
(Townhome/Multi-Family Residential), 75-00128-
3101 - City of Elk River

Reviewed by
Zack Carlton

Action Requested

Recommend, by motion, approval of the proposed zone change from Highway Commercial (C3) to Townhouse/Multiple Family Residential (R3).

Background/Discussion

The Comprehensive Plan, adopted by the City Council in October 2021, includes an updated Land Use map, providing guidance for the long-term planning of the community. The subject property, currently zoned as Highway Commercial (C3), is guided for Mixed Residential by the land use plan. The mixed residential category consists of neighborhoods with multiple housing types, including single-family detached, townhomes, duplexes, and small-scale multifamily buildings.

To align the zoning with the approved land use, the property should be rezoned. The R3 district is the most suitable option due to the site's numerous wetlands, making it impractical for apartment development.

Staff recommends rezoning the parcel from Highway Commercial (C3) to Townhouse/Multiple Family Residential (R3).

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.
Meet changing needs - agile.

Attachments

1. Location Map
2. Existing-Proposed Zoning

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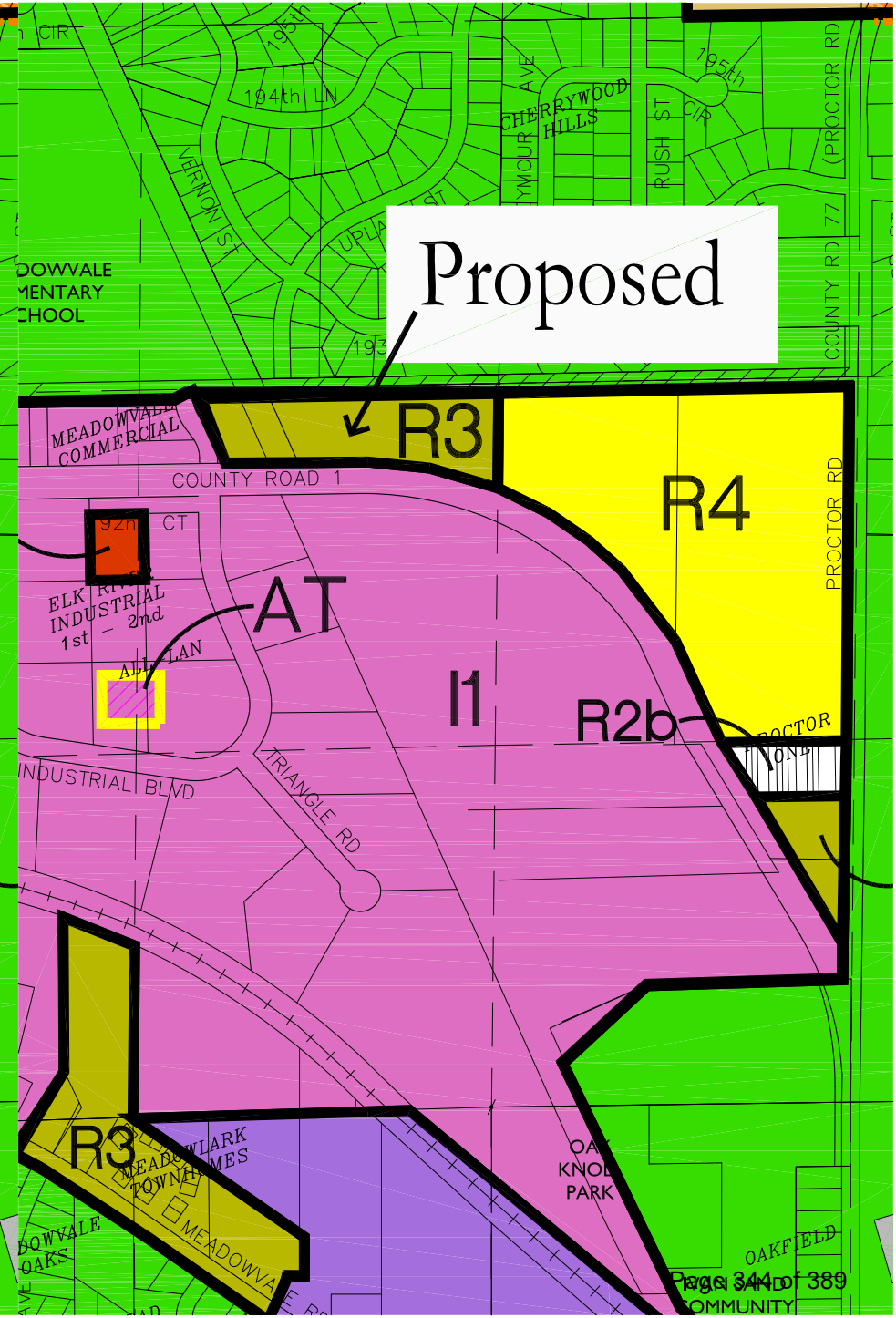
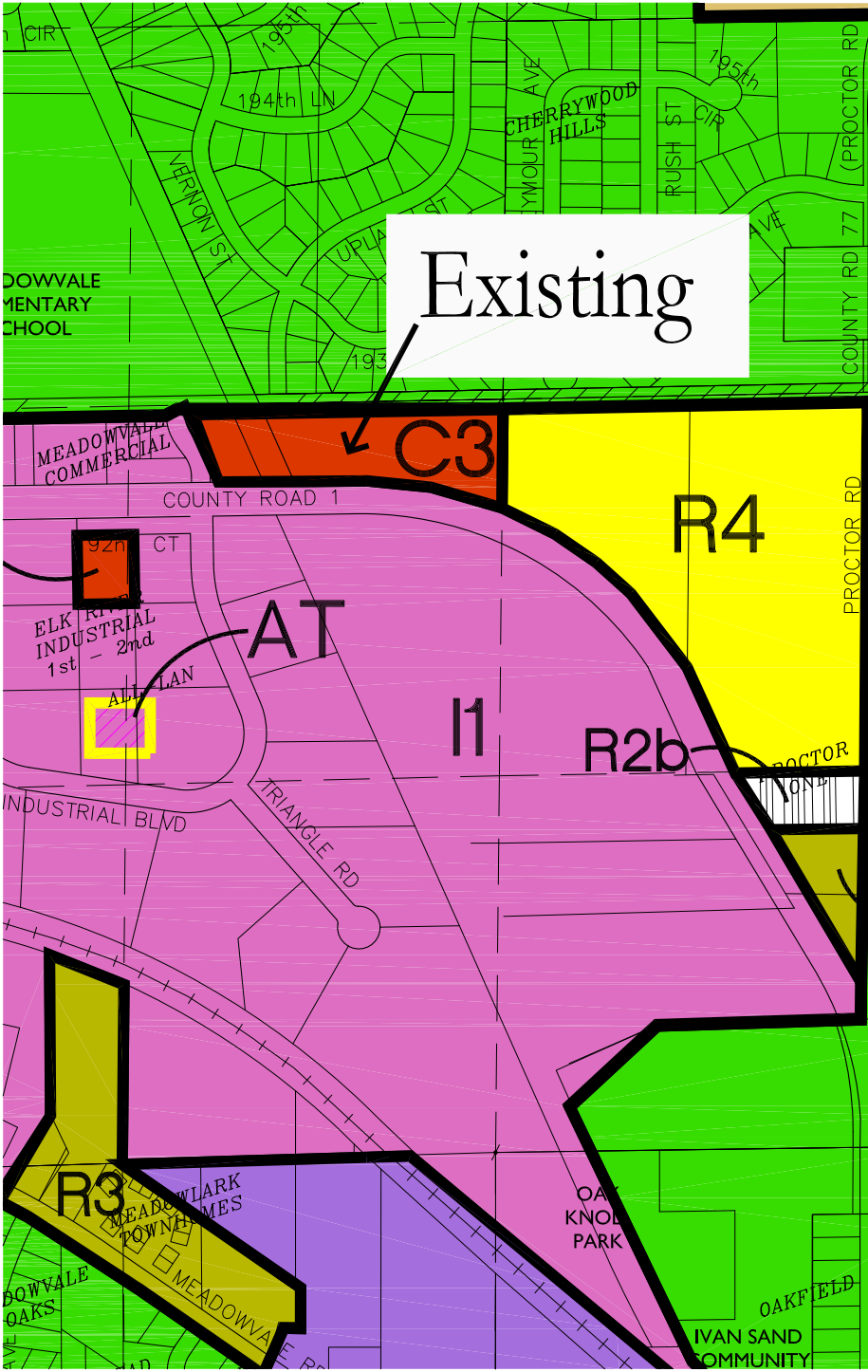
Project Location Map

City of Elk River

Zone Change

Case No: ZC 24-01







Ordinance 24-

An Ordinance Amending the Zoning Map of the City of Elk River, Minnesota, to Rezone Certain Property from C3 (Highway Commercial) to R3 (Townhouse/Multiple Family Residential)

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That the duly adopted Zoning Map of the City of Elk River is hereby amended to rezone the property described on attached Exhibit A to Townhouse/Multiple Family Residential (R3)

SECTION 2. That the rezoning approved by this Ordinance is based on the following findings:

1. **The rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.**

SECTION 3. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 15th day of July, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A

All real property in Sherburne County, Minnesota, legally described as follows:

That part of the Northeast Quarter of the Southwest Quarter (NE 1/4 of SW 1/4), of Section Twenty-eight (28), Township Thirty-three (33) North, Range Twenty-six (26) West, Sherburne County, Minnesota, lying northerly of the northerly line of the right-of-way of County State Aid Highway No. 1 and lying easterly of the easterly line of the right-of-way of the Burlington Northern Inc. Railroad, subject to that part thereof taken for Township Roads.



Chris Leeseberg

From: Zachary Carlton
Sent: Monday, July 15, 2024 2:08 PM
To: Chris Leeseberg
Subject: Fw: Zone change for parcel 75-00128-3101

FYI

From: Jayme Cisco [REDACTED]
Sent: Sunday, July 14, 2024 8:15 PM
To: Zachary Carlton <zcarlton@ElkRiverMN.gov>
Subject: Zone change for parcel 75-00128-3101

Hi Zach,

My name is Jayme Cisco, and we spoke a few weeks ago about the proposed zone change for the parcel 75-00128-3101. Since I was unable to attend the public hearings, I wanted to express our household views on the change via email.

We strongly support the change from commercial to residential for this parcel. First and foremost, it is directly adjacent to our neighborhood, a walking trail, a daycare, and an elementary school. Many children walk on the trail next to the parcel to get to school, and many parents park along the parcel to pick up their children. Having a commercial development here would be a safety issue for these children and their families.

Secondly, the parcel is heavily forested and provides an essential noise buffer from the traffic on Elk Lake road for our neighborhood. Turning this parcel into a commercial area would be detrimental for the peace and natural environment for the area.

Finally, this area is occupied by a great deal of wildlife - deer and migrating birds. These animals move from the parcel, through our neighborhood, and into the regional park on the other side of our neighborhood. It would be a great habitat loss to have this parcel cleared for commercial development.

Therefore, we strongly support the recommended change from a commercial to residential zone.

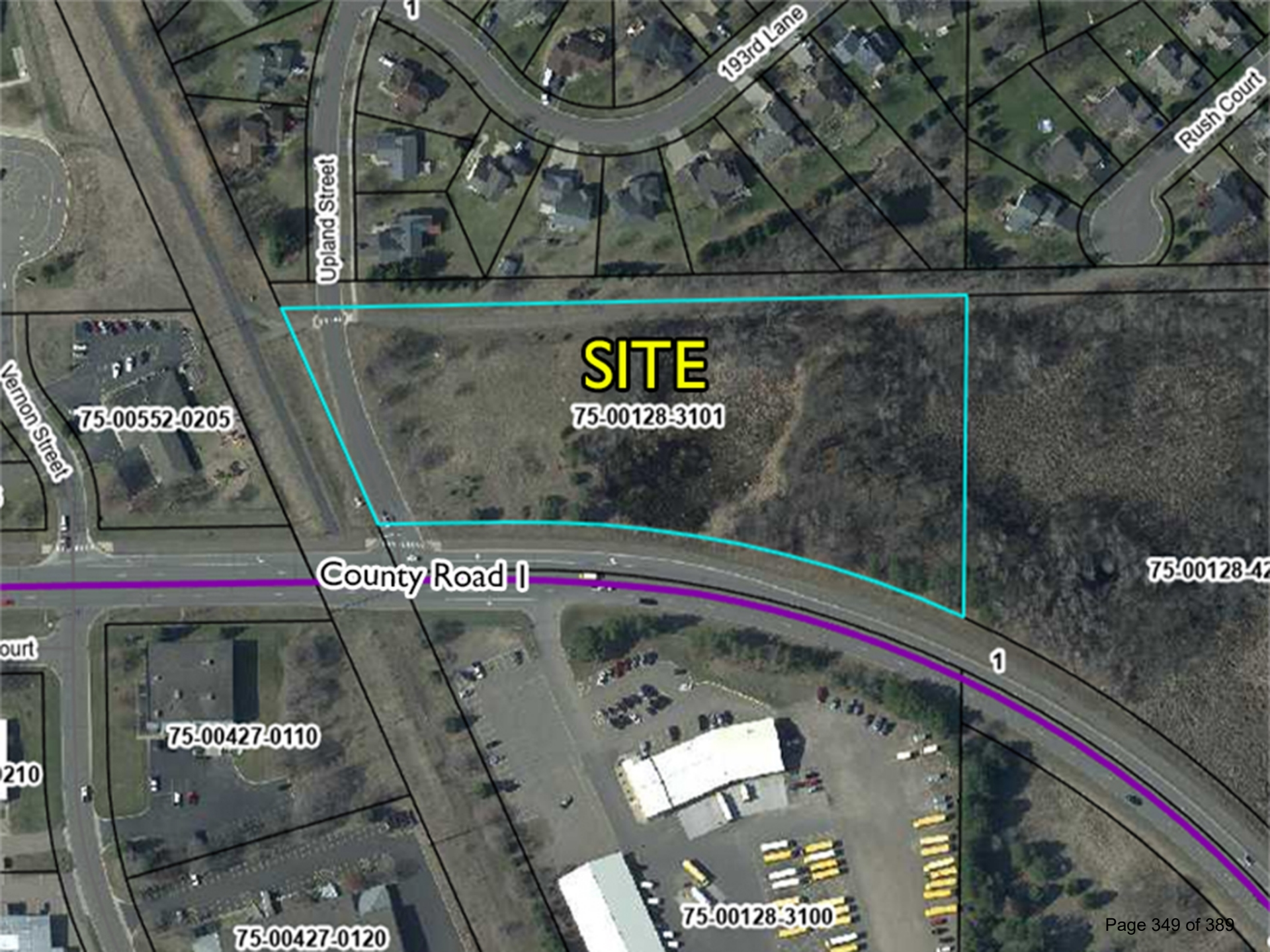
Thank you very much for your work and consideration on this topic!

Kind regards,
Jayme Cisco

Sent from my iPhone

City of Elk River Zone Change





SITE

75-00128-3101

75-00552-0205

County Road I

75-00128-42

75-00427-0110

75-00128-3100

75-00427-0120

Background

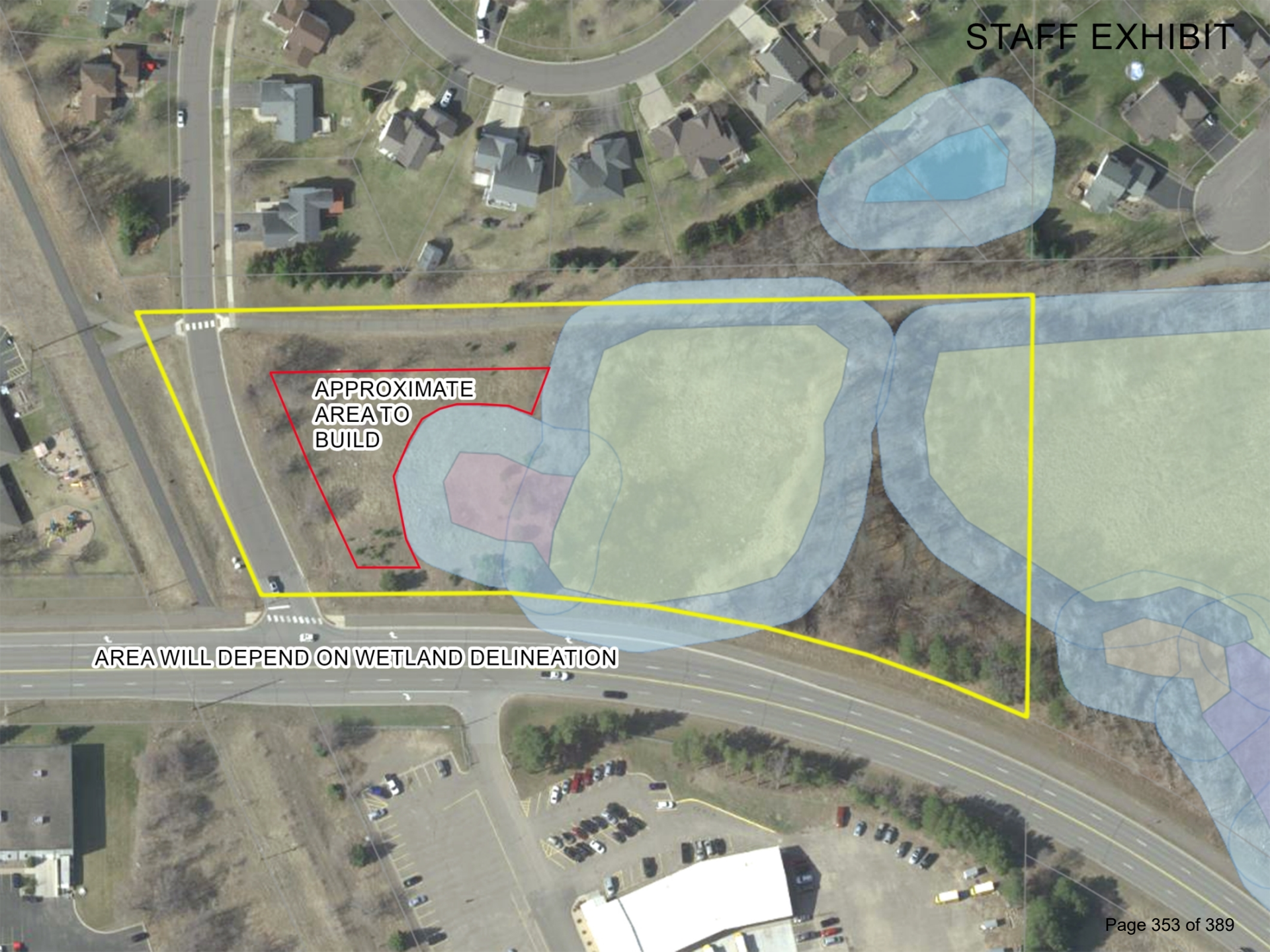
- 5.58 acres
- Zoned C-3 (Highway Commercial)
- Comp Plan guides property for Mixed Residential uses
 - Supports residential development up to townhomes
 - City made this decision in October 2021

Background

- Currently zoned C-3 (Highway Commercial)
 - Does not match Comp Plan – zoning needs to
- Some uses currently possible:
 - Retail
 - Business office
 - Daycare
 - Bank
 - Health care
 - Restaurant
 - Auto repair
 - Gas station

Background

- Proposed zoning to R-3 (Townhome District)
- Some uses possible:
 - Single-family
 - Townhome
 - Daycare
 - Education & Religious Institutions
- **Apartments** are not allowed in R-3
- Existing site conditions limit buildable area



APPROXIMATE
AREA TO
BUILD

AREA WILL DEPEND ON WETLAND DELINEATION

Requirements

- A zoning district must be consistent with the Comp Plan
 - The Comp Plan supports the zone change request
- If the zone change is not approved
 - Comp Plan should be amended
 - Support the existing Commercial Zoning

Planning Commission

- Several residents spoke against the property being developed, citing:
 - Increased traffic
 - Safety concerns at the County Road 1 intersection
 - Impacts on the existing trail
 - Concerns about wetlands/water management
- Overall, the neighbors would prefer it not to be developed at all
 - Maintain the natural buffer the property creates
- The city cannot prohibit a property from being developed in accordance with state and local codes



LAFAYETTE
WOODS

75-00615-0615

75-00650-0310

75-00650-0304

75-00650-0306

75-00650-0308

75-00615-0610

1

5-00128-0001

75-00128-3101

1

LAFAYETTE
WOODS

75-00615-0615

75-00650-0310

75-00650-0304

75-00650-0306

75-00650-0308

75-00615-0610

1

5-00128-0001

UPLAND ST

75-00128-3101

CO RD 1

1

LAFAYETTE
WOODS

MONUMENT
SIGN

UPLAND ST

CO RD 1

LAFAYETTE
WOODS

MONUMENT
SIGN

UPLAND ST

CO RD 1

LAFAYETTE
WOODS

MONUMENT
SIGN

UPLAND ST

HOUSES TO
SHOW SCALE

CO RD 1

Planning Commission

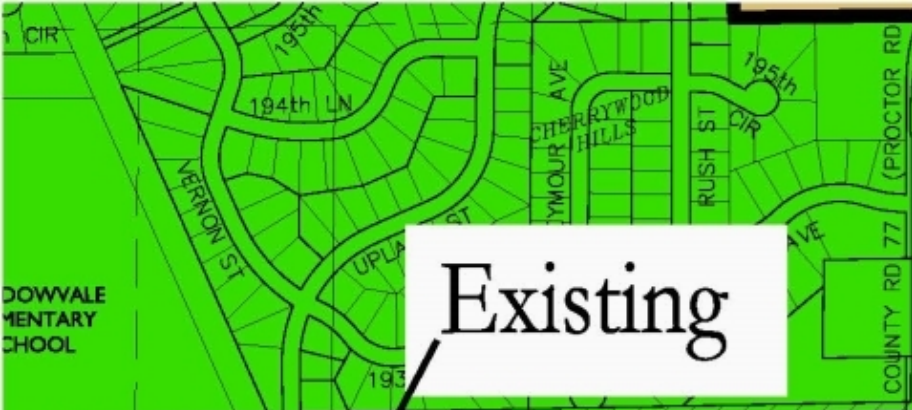
- Staff noted:
 - Wetlands are protected
 - Trail is in an easement
 - County reviewed request & expressed no concerns
- Since the PC meeting staff received a letter of support for the zone change
 - A residential lot next to a residential neighborhood is better
 - Commercial use may affect the natural buffer

Planning Commission

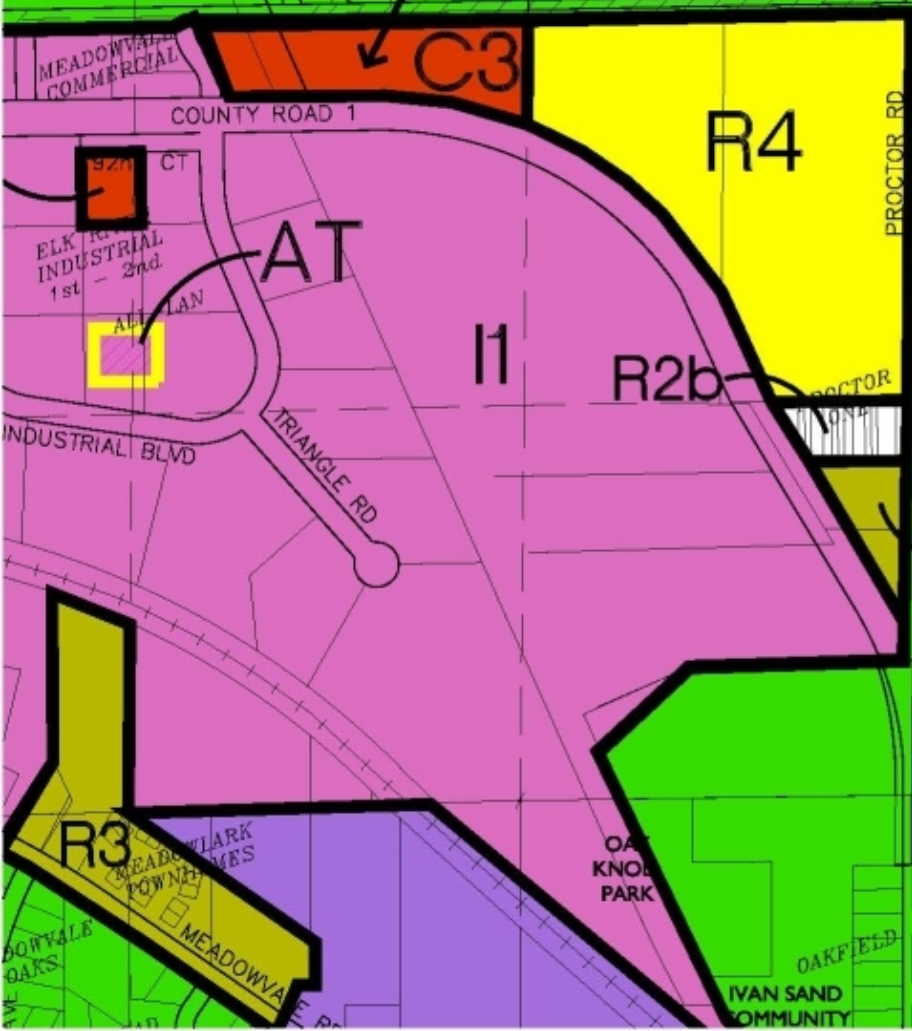
- The PC unanimously recommended approval of rezoning

Action Requested

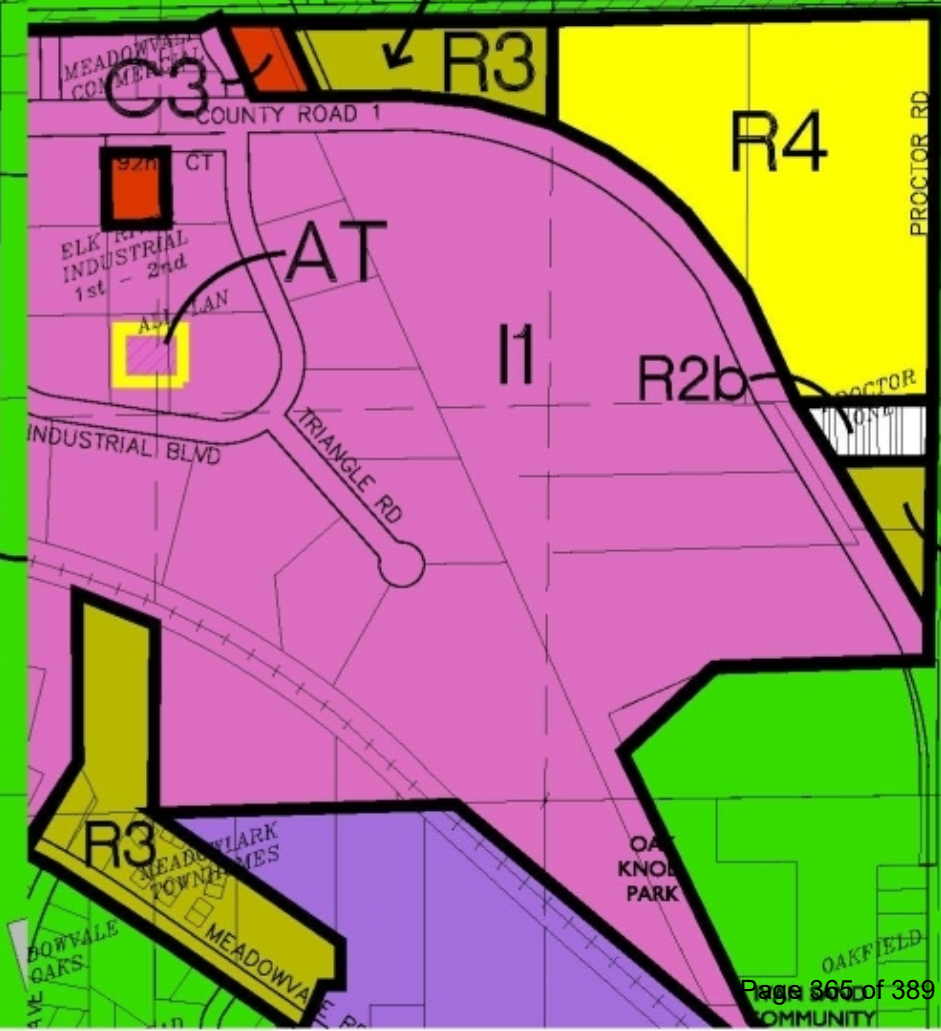
- Adopt, by motion, an ordinance to rezone certain property from Highway Commercial (C3) to Townhouse/Multiple Family Residential (R3)
- The rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan

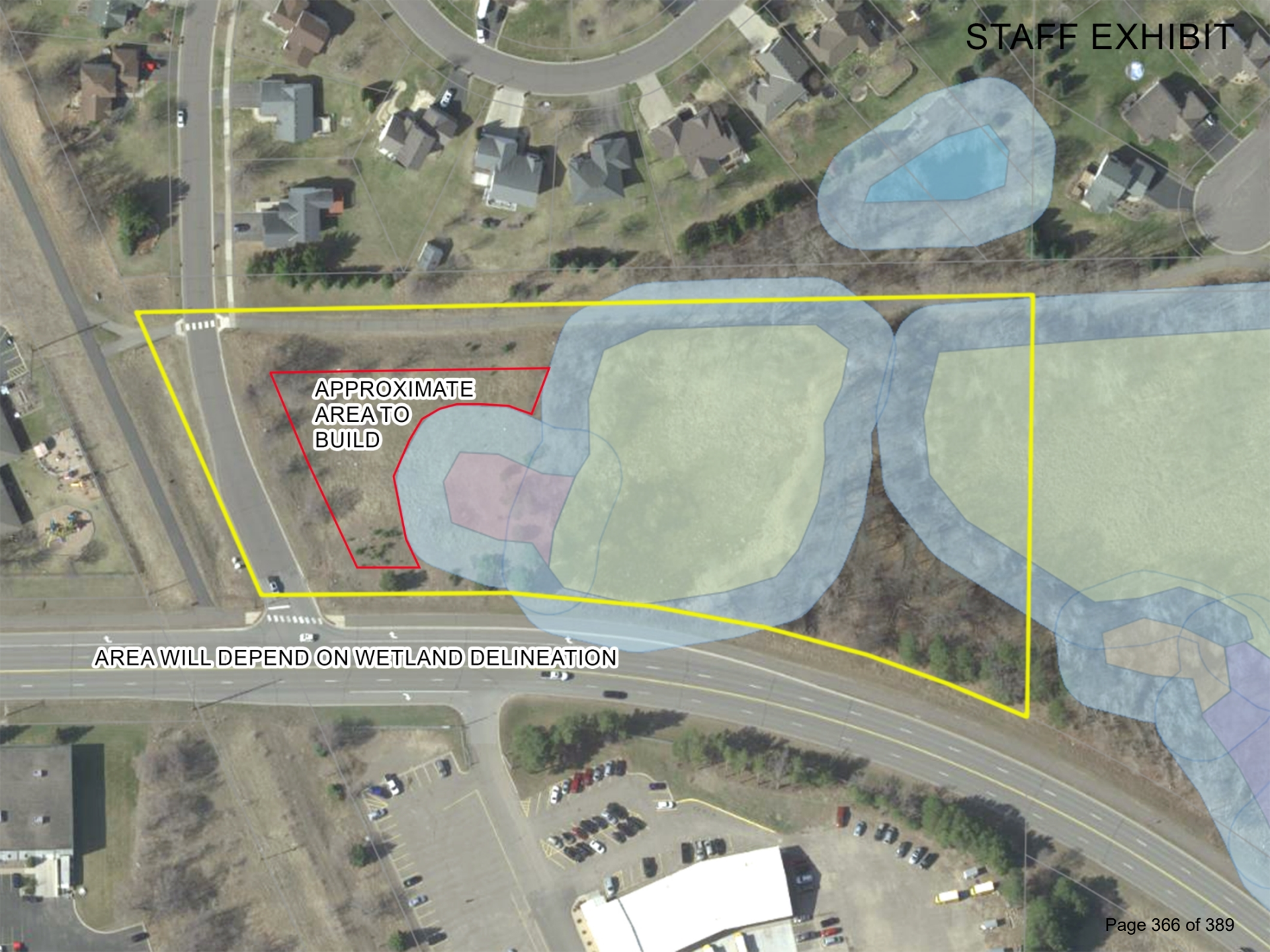


Existing



Proposed





APPROXIMATE
AREA TO
BUILD

AREA WILL DEPEND ON WETLAND DELINEATION

LAFAYETTE
WOODS

MONUMENT
SIGN

75-00615-0615

75-00650-0310

75-00650-0304

75-00650-0306

75-00650-0308

75-00615-0610

1

UPLAND ST

HOUSES TO
SHOW SCALE

75-00128-3101

5-00128-0001

CO RD 1

1



Request for Action

To
City Council

Item Number
8.1

Meeting Date
July 15, 2024

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

Item Description
2025 Benefit Level for Elk River Fire Relief
Association

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, an increase for the Elk River Fire Relief Association (ERFRA) benefit level to \$9,735 per year of service effective January 1, 2025.

Background/Discussion

Before August 1 of each year, the ERFRA is required to certify to the city the required municipal contribution for the following year. A request for an increase in the Per Year of Service Pension amount effective January 1 for the next year must also be acted on by the Council before August 1.

ERFRA operates under a defined benefit plan. The pension liability is calculated by the number of active service years multiplied by a set benefit level. Members who retire with less than 20 years of service are entitled to a reduced service pension if they have reached the age of 50 years and have completed at least five years of active membership.

On June 12, the ERFRA recommended increasing the benefit level to \$9,735 from the current benefit level of \$8,850 effective since January 1, 2022, an increase of \$885 or 10%. The new benefit level of \$9,735 is not expected to require a city contribution for 2025.

Starting Rate	Amount of Increase	New Rate	Effective Date
\$5,091	\$269	\$5,360	1/1/2015
\$5,360	\$150	\$5,510	1/1/2016
\$5,510	\$775	\$6,285	1/1/2018
\$6,285	\$835	\$7,120	1/1/2019
\$7,120	\$1,730	\$8,850	1/1/2022
\$8,850	\$885	\$9,735	1/1/2025

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The relief assets are managed by The Parr McKnight Wealth Management Group and projections indicate the funding ratio will remain over 100% even with the increased benefit level.

The city representatives that serve as trustees of the ERFRA consist of the fire chief, the mayor, and the assistant city administrator.

Financial Impact

The annual voluntary contribution of \$30,000 is planned to be budgeted in the 2025 Fire budget.

Mission/Policy/Goal

Responsible for every dollar - Good Stewards

Attachments

- I. ERFD Relief Association - Council Request for 2024



July 9, 2024

To: Mayor and City Council

From: Garrett Erdmann, President of the Elk River Fire Department (ERFD) Relief Association

Background of the Association

The ERFD Relief Association is made up of the active paid-on-call members of the ERFD. The purpose of the association is to provide retirement, disability and death benefits to the members or beneficiaries of members of the department. The pension benefit is also one-way to encourage volunteer or paid-on-call members to “stay on the job.”

The State of Minnesota has provided the major share of funding for the association through distribution of the money collected from a gross earnings tax on fire insurance premiums sold in the state. The funds are allocated back to the departments based on the population and property values in the area served by that department. There is a strong relationship between state fire aid and the number of fire-related calls a fire department responds each year. The state fire aid was established in 1885 and has been the most stable source of funding. According to the most recent state auditor’s report, Elk River is in the 98% in the amount received and the 97% in pension amount. The relief association does benefit from the population and valuation that comes from the areas of Otsego and Big Lake Township that is served by ERFD.

The city has also shown continued support of the Relief Association as exemplified by this year’s budgeted contribution of \$30,000.

State law requires that a nine-member board of trustees govern a relief association. The ERFD Relief Association is directed by six trustees elected by members of the ERFD, the fire chief, the city Finance Director, and the mayor. A minimum of four meetings are held each year to oversee the management of the Association’s funds.

Type of Pension Plan

The members of the Relief Association are covered by a defined benefit plan. The benefit level of the plan is determined by the number of members, their length of service, and the value of the relief fund. Benefit level studies are performed on an annual basis. When a benefit level increase is warranted an approval request is made to the City Council. This year the relief board approved a request to council for a 9.7% increase effective January 1, 2025. The per year benefit level would go from \$8,850 to \$9,735.

Investments

One hundred percent of the Relief's assets are invested through The Parr McKnight Wealth Management Group, of Wells Fargo Advisors. The Parr McKnight Group specializes in working with relief associations to help them formulate an investment policy statement, manage, and supervise their investments, receive on going trustee education and assist in the reporting process. They currently work with over sixty-five relief associations in the State. The relief association has adopted an Investment Policy Statement for the investment for our pension fund. Our target investment allocation is sixty percent in stocks, thirty-five percent in bonds and five percent in cash. We rebalance to our target allocation annually. The Relief Board believes in long-term investing and has resisted attempting to time market moves.

Funding Ratios

The ERFD relief Board believes that it has fiduciary responsibilities to both the membership and to the Council. The responsibility to the membership is to seek the highest financially sound benefit level. The responsibility to the Council is to not expose the city to any financial risk, which could lead to mandatory contributions. Even with a 9.7% increase for 2024 we are projecting a funding ratio over 100% with a zero dollar increase come yearend 2024.

Action Requested

Approve 9.7% benefit increase. This would change the yearly benefit level from \$8,850 to \$9,735.

The Relief Association membership thanks the Council for its past and future support.



Request for Action

To
City Council

Item Number
8.2

Meeting Date
July 15, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Downtown Plan: Select Council Representative

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Select a council member to serve on the steering committee for the 2024 Downtown Small Area Plan.

Background/Discussion

The project timeline and meetings are taking shape with the selection of Bolton and Menk, Inc., as the city's consultants for the 2024 Downtown Small Area Plan. One of the project's important components is forming a steering committee to aid in the development of the plan. The steering committee will meet regularly, approximately every one to two months, and their feedback will be incorporated throughout the process. The committee will include seven members - one member from the City Council, the Planning Commission, the Housing and Redevelopment Authority, and the Heritage Preservation Commission, two downtown business representatives, and one at-large community member.

Staff requests the Council nominate one member to serve on the steering committee. Meeting dates and times will be scheduled based on the availability of the committee members.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.
Opportunity to live, work, and play.

Attachments

None

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Request for Action

To
City Council

Item Number
10.1

Meeting Date
July 15, 2024

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

Item Description
Multipurpose Facility Commission Purpose and
Authority

Reviewed by
Cal Portner
Tina Allard

Action Requested

Discuss the role of the Multipurpose Facility Advisory Commission (MFAC).

Background/Discussion

At the March 18, 2024, Work Session, all commission and board ordinances, bylaws, powers and duties, and conflicts of interest were reviewed by the Council.

City Attorney Jared Shepherd provided a memo with findings concerning conflicts of interest within the MFAC membership. Staff was directed to bring future rate increases and contract agreements directly to the City Council for consideration based on those findings.

During the July 1, 2024, Work Session, the Council expressed an interest in inviting MFAC members to participate in a collaborative discussion with Jared to help redefine appropriate roles and responsibilities for the commission.

Financial Impact

None.

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. Multipurpose Facility Commission Purpose and Authority
2. Campbell Knutson Memo 03-18-2024

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Multipurpose Facility Commission

Sec. 2-250. Established.

There is hereby continued, as heretofore created, a multipurpose facility advisory commission.

Sec. 2-251. Membership.

The commission shall consist of nine members appointed by the council to include:

- (1) A city resident and member in good standing of the Elk River Senior Center.
- (2) Two members in good standing representing turf-use associations, which use the facility, including:
 - a. Elk River Youth Football Association.
 - b. Elk River Youth Baseball Association.
 - c. Elk River Youth Softball Association.
 - d. Elk River Youth Lacrosse Association.
 - e. Elk River Flag Football Association.
- (3) Two members in good standing representing ice-use associations, which use the facility, including one each from:
 - a. Elk River Youth Hockey Association.
 - b. Elk River Figure Skating Club.
- (4) A sitting member of the city council.
- (5) A designee of ISD #728. The School District may have a proxy representative in case of absence of the appointed designee. The proxy's name shall be provided to the staff liaison prior to a meeting. The proxy representative does have voting rights.
- (6) Two at-large residents of the community with no affiliation to the former organizations for at least five years.

Representatives of the ice and turf-use associations and the ISD #728 designee may be nonresidents of the city, but there shall be no more than three nonresidents of the city serving on the commission at any one time.

Sec. 2-252. Purpose.

The commission shall set goals and expectations for the community use and enjoyment of the multipurpose facility. The commission shall seek community input regarding the use and development of the facility and make recommendations to the city council to protect and preserve the facility as an asset to the community. The commission shall recommend an operational budget and capital plan that meets or exceeds the goals, values, and vision of the facility.

Sec. 2-253. Powers and duties.

The multipurpose facility advisory commissions authority shall include, but not be limited to, the study and recommendation to the city council on the following:

- (1) Develop a value statement and a mission statement for the commission. Review each statement annually and amend as so desired.
- (2) Serves as a conduit to the public to gain feedback on the effectiveness of the facility and services provided. Holds at least one annual public hearing to receive community comments regarding the operation, use, and future development of the facility.
- (3) Develop and provide a verbal annual report on the outcomes and activities of the facility to the city council.
- (4) The commission shall review facility rental rates annually and recommend a fee schedule for incorporation into the annual budget.
- (5) The commission shall recommend a budget that balances facility revenue and expenses. The budget will include projected revenue, expenses, transfers, and capital improvements. The budget shall be completed no later than November 1 of each year.
- (6) The commission shall annually provide a draft capital improvement plan to the city council that includes capital replacements, repairs, and additions. The plan shall project improvements over a rolling ten-year period. The capital plan shall be completed no later than September 1 of each year.
- (7) The commission shall review and recommend operational policies for the facility and review all policies at a minimum every two years.

Sec. 2-254. Meetings.

The commission shall meet regularly at least three times each calendar year at such time and place as established per their bylaws. The sitting council member and the designee from ISD #728 are excluded from holding chair or vice chair positions.

Sec. 2-254. Reports.

Reports, conclusions, and recommendations shall be made to the City Council throughout the year as needed. An annual meeting shall be held with the City Council to review commission vision, goals, tasks, and accomplishments.

MEMORANDUM



CAMPBELL KNUTSON
PROFESSIONAL ♦ ASSOCIATION

FROM: JARED SHEPHERD, CAMPBELL KNUTSON, P.A.
DATE: MARCH 18, 2024
RE: POTENTIAL CONFLICT OF INTEREST MFAC

FACTS

In 1996, to help manage the ice rink, the City created an advisory Arena Commission. The commission membership included members of the city council, as well as designated seats for representatives of groups that frequently used the ice rink such as the school district. As the ice rink grew over the years to include new types of facilities, the commission expanded to include designated members representing these new uses, and, in 2020, the City established the Multipurpose Facility Advisory Commission (MFAC) to replace the Arena Commission. Current membership on the MFAC includes designated seats representing facility users, ice uses, the city council, the school district, the senior center, and two at-large members.

At the same time as its uses and membership expanded, the MFAC also expanded its duties, which currently include recommendations about use fees and discounted rates.

QUESTION PRESENTED

Does the scope of the MFAC, with representatives from user groups advising on the fees their own groups will be required to pay, create a likely conflict of interest for Commission Members?

ANALYSIS

State law prohibits public officers from participating in contracts with the city (such as a rental agreement for using city facilities) if the officer has any personal financial interest. Minn. Stat. § 471.87. Years after creating the MAFC structure, the City also enacted a conflict of interest ordinance that is stricter than statutes. City code § 2-132 aims to protect the “credibility of local government” by prohibiting any financial or business interest in matters city officials and employees oversee in an official capacity. The city code directs employees and officials to be cautious, and to avoid any activity which even “suggests a conflict of interest.” City Code § 2-131 explicitly states that commission members are subject to these requirements

The MFAC currently advises on both the base rates and any potential discount rates for use of the City’s facility. MFAC members, however, explicitly represent certain groups that will be responsible for paying those rates. There is clear logic in having facility users—who will be most familiar with the facility and what services are needed—provide input on how best to operate the facility. But their inclusion on a City commission could create the appearance that certain groups have been given the power to set their own terms. This is especially true given the City Council’s more recent directions to have the facility become revenue-neutral. As the facility needs to raise

more money to cover its operating cost, any discount given to one group will need to be made up by fees paid by others. This at least creates the appearance of a direct conflict over what base rates and discounts the MFAC recommends.

RECOMMENDATION

We recommend altering the MFAC to remove the user groups. This change will prevent the appearance of a conflict of interest or a conflict, in factor, that is institutionally-created for Commission members. User groups should be, of course, still welcome and able to submit suggestions and apply for discounted rates. But this change would clarify that they are doing so on their own behalf as facility users, and that no user group is being given unfair access to the City's decision-making process.



Request for Action

To
City Council

Item Number
13.1

Meeting Date
July 15, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
Financial Report - June

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

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 June, actual revenues (excluding property taxes and transfers in) and expenditures should run about 50% 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:

- June revenues include the 70% advance of the first half property tax settlement. The remaining balance is received in July.
- License & permit collections are at about 32% of budget estimates and consist primarily of building-related permits, rental licenses and liquor licenses.
- Charges for services are about 52% of estimates with plan check fees and recreation fees making up the majority of June collections.
- Transfers in consist of ERMU's 4% May monthly electric revenues. The remaining transfers in will be recorded in July.

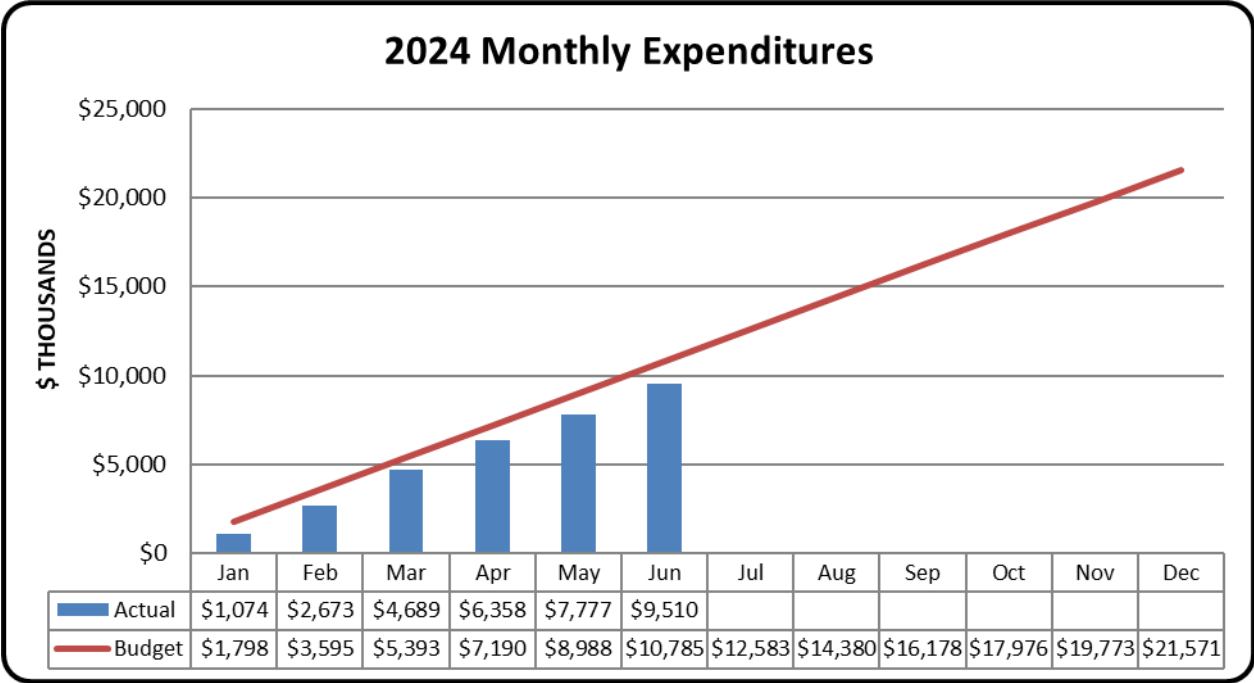
Expenditures:

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 44% of budget and most departments are within or below budget estimates.



Multipurpose Facility

Through the end of June, revenues of \$825,907 exceeded expenditures of \$767,153 by \$58,754. The majority of June collections consist of hockey and skating registrations, ice rent, facility rentals, and naming rights/sponsorships while expenditures are primarily attributable to personal services and utilities.

Financial Impact

N/A

Mission/Policy/Goal

Grow responsibly and be good stewards for every dollar to develop a sustainable and prosperous community

Attachments

- I. 06-2024 Financial Reports

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

101-GENERAL FUND

FINANCIAL SUMMARY

50.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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REVENUE SUMMARY

General Fund	21,570,600.00	5,593,090.46	7,053,437.82	32.70	14,517,162.18	7,068,002.25
TOTAL REVENUES	21,570,600.00	5,593,090.46	7,053,437.82	32.70	14,517,162.18	7,068,002.25
	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

General Government

City Council	213,550.00	25,606.47	95,529.09	44.73	118,020.91	72,074.78
Communications	485,300.00	37,295.73	212,000.83	43.68	273,299.17	194,293.21
Administrative Services	721,850.00	73,522.93	345,420.00	47.85	376,430.00	313,645.15
Human Resources	426,550.00	25,484.42	174,211.57	40.84	252,338.43	188,981.71
Elections	75,500.00	0.00	25,588.59	33.89	49,911.41	6,213.68
Finance	800,750.00	64,411.92	431,347.42	53.87	369,402.58	374,859.79
Information Technology	731,500.00	48,061.81	279,339.06	38.19	452,160.94	254,320.31
Legal	275,000.00	0.00	138,028.70	50.19	136,971.30	110,367.86
Community Development	0.00	13.57	34,279.03	0.00 (	34,279.03)	119,065.09
Planning	485,100.00	35,539.30	211,045.82	43.51	274,054.18	114,026.77
Building Maintenance	1,085,250.00	93,188.63	490,502.78	45.20	594,747.22	479,106.29
TOTAL General Government	5,300,350.00	403,124.78	2,437,292.89	45.98	2,863,057.11	2,226,954.64

Public Safety

Police Administration	1,175,550.00	182,185.32	742,377.90	63.15	433,172.10	634,497.85
Patrol	3,780,150.00	271,618.54	1,630,649.81	43.14	2,149,500.19	1,605,595.07
Investigations	1,430,850.00	95,826.89	520,096.66	36.35	910,753.34	587,151.00
Police Support Services	945,800.00	70,301.96	375,461.22	39.70	570,338.78	305,028.34
Police Reserves	16,550.00	91.22	770.06	4.65	15,779.94	3,408.28
Public safety building	229,500.00	15,594.67	75,883.25	33.06	153,616.75	96,053.10
Fire Administration	1,332,800.00	86,965.15	502,668.33	37.72	830,131.67	496,001.38
Fire Operations	630,450.00	53,069.42	265,300.54	42.08	365,149.46	338,054.36
Emergency Management	34,750.00	696.15	8,396.56	24.16	26,353.44	15,625.60
Building Safety	625,500.00	47,794.36	284,222.15	45.44	341,277.85	267,038.26
Code Enforcement	126,000.00	9,277.20	56,514.30	44.85	69,485.70	52,511.92
Environmental	101,700.00	9,768.73	56,599.56	55.65	45,100.44	44,935.21
TOTAL Public Safety	10,429,600.00	843,189.61	4,518,940.34	43.33	5,910,659.66	4,445,900.37

Public Works

Street Maintenance	1,742,150.00	200,233.65	760,937.89	43.68	981,212.11	661,281.53
Snow Removal	411,150.00	2,850.00	204,643.13	49.77	206,506.87	236,787.21
Equipment Services	397,300.00	29,940.60	183,981.20	46.31	213,318.80	166,411.92
Engineering	489,150.00	26,619.39	219,342.00	44.84	269,808.00	218,508.82
TOTAL Public Works	3,039,750.00	259,643.64	1,368,904.22	45.03	1,670,845.78	1,282,989.48

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

101-GENERAL FUND
FINANCIAL SUMMARY

50.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
Culture & Recreation						
Parks Department	1,743,700.00	145,826.64	713,091.71	40.90	1,030,608.29	604,617.82
Parks & Rec Admin	621,100.00	32,460.85	278,784.98	44.89	342,315.02	264,368.82
Recreation Programs	181,550.00	24,796.00	57,079.96	31.44	124,470.04	65,787.99
Farmers Market	9,500.00	4,767.46	6,471.61	68.12	3,028.39	2,382.70
Sr Citizen Programs	196,000.00	16,835.50	92,874.69	47.39	103,125.31	79,978.31
TOTAL Culture & Recreation	2,751,850.00	224,686.45	1,148,302.95	41.73	1,603,547.05	1,017,135.64
Economic Development						
Economic Development	0.00	97.94	23,281.75	0.00 (	23,281.75)	21,563.50
Energy City	49,050.00	2,102.72	13,121.60	26.75	35,928.40	27,148.20
TOTAL Economic Development	49,050.00	2,200.66	36,403.35	74.22	12,646.65	48,711.70
General						
TOTAL EXPENDITURES	21,570,600.00	1,732,845.14	9,509,843.75	44.09	12,060,756.25	9,021,691.83
	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,860,245.32	(2,456,405.93)		2,456,405.93	(1,953,689.58)

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

101-GENERAL FUND

50.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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General Fund

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Taxes

101-3-0000-3111 Current Ad Valorem Taxes	14,917,700.00	5,335,966.79	5,332,640.87	35.75	9,585,059.13	5,040,174.21
101-3-0000-3112 Delinquent Ad Valorem Taxes	0.00	0.00	2,573.46	0.00	(2,573.46)	0.00
101-3-0000-3121 Gravel Tax	225,000.00	0.00	13,155.99	5.85	211,844.01	8,943.23
101-3-0000-3131 Penalties/Interest	0.00	0.00	752.46	0.00	(752.46)	0.00
TOTAL Taxes	15,142,700.00	5,335,966.79	5,349,122.78	35.32	9,793,577.22	5,049,117.44

Licenses & Permits

101-3-0000-3211 Liquor License	82,000.00	6,200.00	72,445.00	88.35	9,555.00	77,550.00
101-3-0000-3212 THC License	4,000.00	0.00	400.00	10.00	3,600.00	2,400.00
101-3-0000-3213 Cigarette License	4,000.00	0.00	450.00	11.25	3,550.00	300.00
101-3-0000-3214 Rental License	65,000.00	2,640.00	28,930.00	44.51	36,070.00	37,450.00
101-3-0000-3216 Mining License	26,000.00	6,628.20	6,628.20	25.49	19,371.80	19,235.35
101-3-0000-3217 Garbage Hauler License	2,500.00	0.00	2,505.00	100.20	(5.00)	765.00
101-3-0000-3218 Other Business License/Permit	16,000.00	6,240.00	11,990.00	74.94	4,010.00	8,310.00
101-3-0000-3229 NPDES Permit	23,000.00	350.00	3,675.00	15.98	19,325.00	4,550.00
101-3-0000-3231 Building Permit	600,000.00	18,631.30	143,695.40	23.95	456,304.60	276,511.90
101-3-0000-3232 Plumbing/Heating Permit	160,000.00	8,302.17	44,242.16	27.65	115,757.84	159,177.14
101-3-0000-3233 Permit Surcharge	700.00	875.99	2,816.94	402.42	(2,116.94)	2,672.92
101-3-0000-3235 Animal License	0.00	0.00	100.00	0.00	(100.00)	560.00
101-3-0000-3237 Other Non-Business Lic/Permit	25,000.00	800.00	5,391.19	21.56	19,608.81	12,795.00
TOTAL Licenses & Permits	1,008,200.00	50,667.66	323,268.89	32.06	684,931.11	602,277.31

Intergovernmental Rev

101-3-0000-3311 Federal Grant	0.00	0.00	0.00	0.00	0.00	308.70
101-3-0000-3322 MV Credit	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-3-0000-3323 Fire State Aid	230,000.00	0.00	3,000.00	1.30	227,000.00	4,000.00
101-3-0000-3325 Police 2% Aid	340,000.00	0.00	0.00	0.00	340,000.00	0.00
101-3-0000-3326 Police Training Reimb	35,000.00	0.00	0.00	0.00	35,000.00	0.00
101-3-0000-3329 State Crime Prevention Grant	48,000.00	10,959.93	10,959.93	22.83	37,040.07	2,069.79
101-3-0000-3330 Other State Grants	0.00	12,396.61	12,396.61	0.00	(12,396.61)	0.00
TOTAL Intergovernmental Rev	659,000.00	23,356.54	26,356.54	4.00	632,643.46	6,378.49

Charges for Services

101-3-0000-3412 Planning & Zoning Fees	25,000.00	3,643.75	14,913.75	59.66	10,086.25	12,681.50
101-3-0000-3413 Plan Check Fee	250,000.00	8,915.67	63,183.22	25.27	186,816.78	137,542.77
101-3-0000-3415 Special Assessment Search	500.00	0.00	60.00	12.00	440.00	65.00
101-3-0000-3417 Copies	1,500.00	110.38	700.78	46.72	799.22	685.39
101-3-0000-3430 Lockout Fees	3,500.00	140.00	928.00	26.51	2,572.00	1,520.00
101-3-0000-3431 Police Services	45,000.00	390.00	11,646.82	25.88	33,353.18	12,220.00
101-3-0000-3432 School Liaison	183,000.00	0.00	93,556.76	51.12	89,443.24	89,805.56
101-3-0000-3434 Animal Impound Fee	500.00	0.00	350.00	70.00	150.00	300.00
101-3-0000-3436 Fire Contracts	400,000.00	0.00	259,592.96	64.90	140,407.04	238,139.39
101-3-0000-3437 Fire Services	3,000.00	0.00	1,009.34	33.64	1,990.66	(300.00)
101-3-0000-3451 Street Services	35,000.00	4,000.00	15,817.50	45.19	19,182.50	8,430.00

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2024

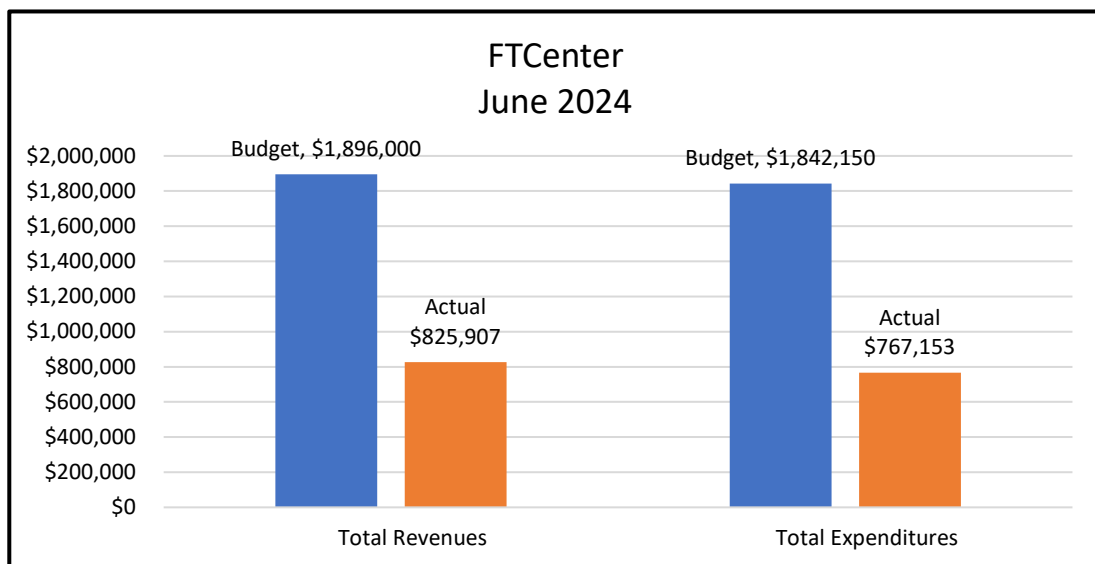
101-GENERAL FUND

50.00% OF YEAR COMPLETED

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
101-3-0000-3452 Engineering Services Reimb	20,000.00	0.00	0.00	0.00	20,000.00	14,635.45
101-3-0000-3461 Recreation Fees	50,000.00	1,849.00	32,996.04	65.99	17,003.96	38,124.15
101-3-0000-3462 Sr Center Activities	43,000.00	1,651.53	20,834.10	48.45	22,165.90	25,564.38
101-3-0000-3463 Farmer's Market	12,000.00	4,360.55	24,055.55	200.46 (	12,055.55)	17,110.00
101-3-0000-3469 Elk RiverFest	20,000.00	642.61	12,484.61	62.42	7,515.39	7,024.90
101-3-0000-3472 Park Use Fee	40,000.00	5,288.39	36,028.68	90.07	3,971.32	26,725.54
101-3-0000-3483 Sewer Inspection Fee	15,000.00	1,915.00	6,940.00	46.27	8,060.00	6,190.00
101-3-0000-3484 Contractor License Check	1,200.00	60.00	415.00	34.58	785.00	325.00
TOTAL Charges for Services	1,148,200.00	32,966.88	595,513.11	51.86	552,686.89	636,789.03
<u>Fines & Forfeits</u>						
101-3-0000-3510 Court Fines	150,000.00	13,741.45	67,500.99	45.00	82,499.01	63,884.70
101-3-0000-3512 Ordinance Violations	0.00	0.00	0.00	0.00	0.00	3,100.00
TOTAL Fines & Forfeits	150,000.00	13,741.45	67,500.99	45.00	82,499.01	66,984.70
<u>Special Assessments</u>						
<u>Other Revenue</u>						
101-3-0000-3621 Interest Income	150,000.00	0.00	89,153.01	59.44	60,846.99	73,344.57
101-3-0000-3625 Refunds & Reimbursements	145,000.00	16,765.80 (	10,229.40)	7.05-	155,229.40 (	1,048.82)
101-3-0000-3626 Contributions	25,000.00	0.00	25,750.00	103.00 (	750.00)	39,760.00
101-3-0000-3629 Miscellaneous Revenue	10,000.00	850.36	4,388.87	43.89	5,611.13	4,671.71
TOTAL Other Revenue	330,000.00	17,616.16	109,062.48	33.05	220,937.52	116,727.46
<u>Other Financing Sources</u>						
<u>Transfers In</u>						
101-3-0000-3921 Transfers	0.00	0.00	224.52	0.00 (	224.52)	748.79
101-3-0000-3926 Transfer-Capital Outlay Reserv	89,000.00	0.00	8,500.00	9.55	80,500.00	0.00
101-3-0000-3942 Transfer-WWTS	175,000.00	0.00	0.00	0.00	175,000.00	0.00
101-3-0000-3943 Transfer-Liquor	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00
101-3-0000-3944 Transfer-Garbage	250,000.00	0.00	0.00	0.00	250,000.00	0.00
101-3-0000-3945 Transfer-Utilities	1,400,000.00	118,774.98	573,888.51	40.99	826,111.49	588,979.03
101-3-0000-3946 Transfer-Stormwater	135,000.00	0.00	0.00	0.00	135,000.00	0.00
101-3-0000-3948 Transfer-EDA	46,000.00	0.00	0.00	0.00	46,000.00	0.00
101-3-0000-3949 Transfer-HRA	37,500.00	0.00	0.00	0.00	37,500.00	0.00
TOTAL Transfers In	3,132,500.00	118,774.98	582,613.03	18.60	2,549,886.97	589,727.82
TOTAL General Fund	21,570,600.00	5,593,090.46	7,053,437.82	32.70	14,517,162.18	7,068,002.25
TOTAL REVENUE	21,570,600.00	5,593,090.46	7,053,437.82	32.70	14,517,162.18	7,068,002.25
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**CITY OF ELK RIVER
MULTIPURPOSE FACILITY - BUDGET TO ACTUAL
MONTH ENDED JUNE 30, 2024**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$893,500	\$403,893	45.20%
Admissions	45,000	24,106	53.57%
Dry Floor Events/Craft Shows	7,000	465	6.64%
Facility Rental	244,400	102,550	41.96%
Advertising/Naming Rights/Sponsorships	178,000	70,175	39.42%
Recreation fees (Skating/Hockey)	290,000	107,117	36.94%
Concessions/vending	229,000	110,757	48.37%
Other Revenues (interest, etc.)	9,100	6,844	75.21%
Total Revenues	\$1,896,000	\$825,907	43.56%
Operating expenses:			
Personal services	\$900,650	\$442,771	49.16%
Supplies	159,800	104,908	65.65%
Other service charges	661,300	219,474	33.19%
Capital Outlay	120,400	0	0.00%
Total Expenditures	\$1,842,150	\$767,153	41.64%
Revenues over/(under) expenditures	\$53,850	\$58,754	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED JUNE 30, 2024

	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
Sales and cost of sales:												
Sales	\$ 8,161,000	\$ 3,984,859	48.83%									
Cost of sales	(6,028,000)	(2,579,026)	42.78%									
Gross profit	2,133,000	1,405,833	65.91%									
Operating revenues:												
User charges	-	-	-	\$ 2,630,000	\$ 1,144,771	43.53%	\$ 2,009,800	\$ 811,167	40.36%	\$ 630,000	\$ 279,135	44.31%
Delinquency collections	-	-	-	1,000	-	0.00%	-	117	-	-	19	-
Other	9,000	2,510	27.89%	180,000	76,359	42.42%	-	-	-	-	-	-
Total operating revenues	9,000	2,510	27.89%	2,811,000	1,221,130	43.44%	2,009,800	811,284	40.37%	630,000	279,154	44.31%
Operating expenses:												
Personal services	1,070,500	563,321	52.62%	863,500	376,946	43.65%	45,550	21,869	48.01%	-	-	-
Supplies	28,100	20,406	72.62%	324,600	111,229	34.27%	23,400	1,328	5.68%	1,000	315	31.54%
Other service charges	355,950	158,435	44.51%	972,410	669,641	68.86%	1,773,250	704,862	39.75%	453,600	57,153	12.60%
Depreciation *	100,000	-	0.00%	1,705,000	-	0.00%	-	-	-	495,000	-	0.00%
Total operating expenses	1,554,550	742,162	47.74%	3,865,510	1,157,816	29.95%	1,842,200	728,059	39.52%	949,600	57,468	6.05%
Operating income (loss)	587,450	666,181	113.40%	(1,054,510)	63,314	-6.00%	167,600	83,225	49.66%	(319,600)	221,685	-69.36%
Nonoperating revenues (expenses):												
Interest income	125,000	50,778	40.62%	125,000	124,659	99.73%	8,000	12,167	152.09%	25,000	28,396	113.58%
Interest expense/agent fees	-	-	-	(82,800)	(42,918)	51.83%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	125,000	50,778	40.62%	42,200	81,742	193.70%	8,000	12,167	152.09%	25,000	28,396	113.58%
Income (loss) before contributions & transfers	712,450	716,959	100.63%	(1,012,310)	145,056	-14.33%	175,600	95,392	54.32%	(294,600)	250,081	-84.89%
Contributions - connection fees	-	-	-	1,000,000	107,826	10.78%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	350,000	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	1,700	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,250,000)	-	0.00%	(175,000)	-	0.00%	(58,000)	-	0.00%	(175,000)	-	0.00%
NET INCOME (LOSS)	(537,550)	716,959	-133.38%	(187,310)	604,581	-322.77%	117,600	95,392	81.12%	(469,600)	250,081	-53.25%
Items reclassified to balance sheet at year end:												
Bond Proceeds				-	-	-						
Capital Outlay	(91,000)	-	-	(173,000)	(419,281)	-	-	-	-	-	-	-
Bond Payment (Payoff 2014B Refunded Debt)	-	-	-	(520,000)	(520,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(628,550)	716,959		(880,310)	(334,700)		117,600	95,392		(469,600)	250,081	

* Recorded at year-end

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
002-1010	Cash - Section 125		11,434.53 (	824.17)	10,610.36
101-1010	Cash - General Fund		2,178,890.84	4,619,279.18	6,798,170.02
211-1010	Cash - Library		175,747.87	17,110.72	192,858.59
219-1010	Cash - Federal COVID Fund		1,083,551.84	3,758.69	1,087,310.53
221-1010	Cash - Multipurpose Facility		(26,034.00)	49,657.01	23,623.01
225-1010	Cash - Park Dedication		1,448,021.34 (	9,739.20)	1,438,282.14
228-1010	Cash - Landfill		189,828.80 (	12,282.70)	177,546.10
231-1010	Cash - Landfill Const Debris		854,027.21	0.00	854,027.21
240-1010	Cash - Micro Loan Fund		1,150,477.56	3,511.52	1,153,989.08
242-1010	Cash - State DEED		464,433.80	181.21	464,615.01
245-1010	Cash - Development Fund		1,701,579.03	49,067.57	1,750,646.60
290-1010	Cash - Capital Outlay Reserve		2,668,657.38 (	13,160.68)	2,655,496.70
291-1010	Cash - Insurance Reserve		(107,713.26) (	51,678.85) (	159,392.11)
292-1010	Cash - Govt Bldgs Reserve		5,162,344.30	244,831.26	5,407,175.56
294-1010	Cash - Drug Forfeiture		7,274.65	0.00	7,274.65
296-1010	Cash - GRE Reserve		832,195.21	0.00	832,195.21
301-1010	Cash - 2020A GO CIP Bonds		33,715.44	217,660.39	251,375.83
302-1010	Cash - 2021A GO CIP BONDS		20,085.48	140,265.61	160,351.09
333-1010	Cash - 2020B (2010/2012) Bonds		(173,296.30)	0.00 (	173,296.30)
343-1010	Cash - 2019A Sales Tax Bonds		7,911,713.14 (	267,127.84)	7,644,585.30
401-1010	Cash - Pavement Mgmt		6,047,819.63 (	981,371.61)	5,066,448.02
403-1010	Cash - Street Improvement		542,019.32 (	6,818.50)	535,200.82
406-1010	Cash - City Wide Trunk Util		311,555.38 (	85,643.24)	225,912.14
410-1010	Cash - Equipment Replacement		1,823,952.61	39,250.00	1,863,202.61
411-1010	Cash - Technology Replacement		51,255.81	1,922.68	53,178.49
420-1010	Cash - Active ER		1,503,597.30 (	1,842.93)	1,501,754.37
421-1010	Cash - PS Building/Fire Sta 3		921,139.41	3,610.27	924,749.68
440-1010	Cash - Park Improvement		(23,788.95) (	102,434.40) (	126,223.35)
462-1010	Cash - TIF #22 Downtown Redev		1,342.75	0.00	1,342.75
463-1010	Cash - TIF #23 Pref Powder		5,399.29	0.00	5,399.29
465-1010	Cash - TIF 25 Jackson Hills		18,300.30	0.00	18,300.30
466-1010	Cash - TIF #26 Shoot Steel		2,381.20 (	363.50)	2,017.70
467-1010	Cash - TIF #27 Delta Apartment		1,398.28	0.00	1,398.28
602-1010	Cash - Wastewater Treatment		9,467,646.23	59,086.85	9,526,733.08
603-1010	Cash - Liquor		4,136,093.15	33,815.34	4,169,908.49
605-1010	Cash - Garbage		997,855.73	7,567.11	1,005,422.84
607-1010	Cash - Storm Water		2,332,774.86	51,551.25	2,384,326.11
801-1010	Cash - Interest		(2,735.13)	116,941.89	114,206.76
821-1010	Cash - Developer Escrow		<u>1,171,764.24</u>	<u>3,710.25</u>	<u>1,175,474.49</u>
TOTAL CLAIM ON CASH			54,896,706.27	4,129,491.18	59,026,197.45
			=====	=====	=====

CASH IN BANK - POOLED CASH

999-1000	A/P BANK ACCOUNTS	214,180,213.78	5,577,968.98	219,758,182.76
999-1001	PY BANK ACCOUNT	(187,665,697.07) (	1,448,477.80)	(189,114,174.87)
999-1002	POOLED INVESTMENTS	<u>28,382,189.56</u>	<u>0.00</u>	<u>28,382,189.56</u>
SUBTOTAL CASH IN BANK - POOLED CASH		54,896,706.27	4,129,491.18	59,026,197.45



Request for Action

To
City Council

Item Number
13.2

Meeting Date
July 15, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
Investment Report - 2nd Quarter 2024

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information only.

Background/Discussion

Introduction

The purpose of this report is to update the City Council on the status of the various investments the city maintains as of June 30, 2024.

Background

The investment policy complies with state statutes and generally follows the Government Finance Officers Association (GFOA) model.

The investment goals for the City of Elk River are passive in nature due to the allowable investments permitted under state statutes. The city has four objectives for investing, in order of importance, they are: 1) safety of principal, 2) liquidity, 3) return on investment, and 4) maintaining public trust. This means we are focused on not losing on the original investment, having sufficient funds on hand to meet ongoing operating cash needs, getting a market rate of return, and not purchasing speculative investments.

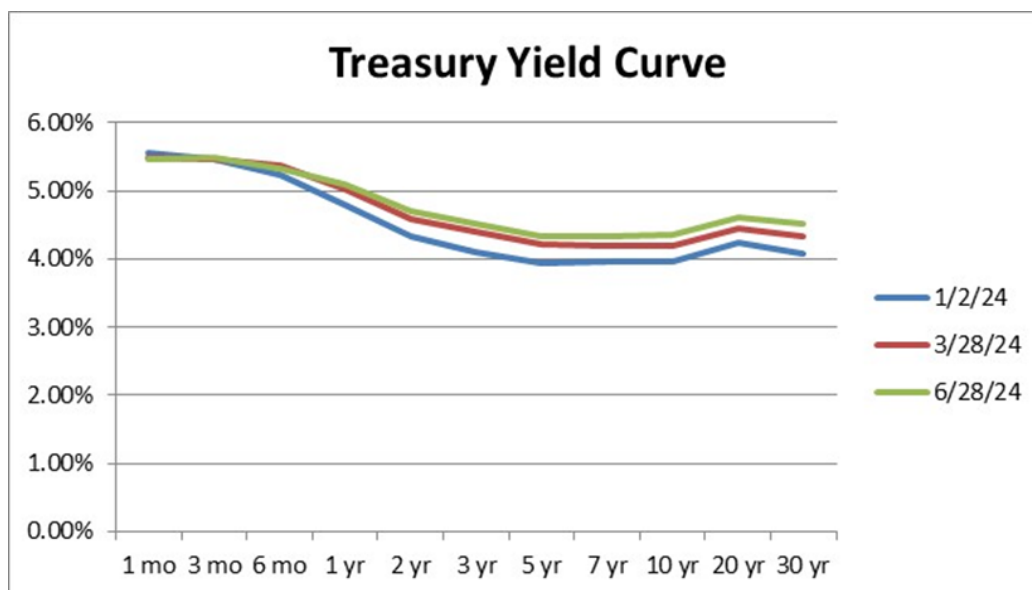
State statutes limit the city's ability to invest in many risky types of investments. The city is generally limited to federal and state government obligations or agencies backed by them, rated debt of local governments, short-term highly rated commercial paper, certificates of deposit, and money market accounts (with collateralization if in excess of FDIC insurance amounts).

The city intends to hold investments until maturity, which means we will get the rate of return on which we invest our funds. The finance staff makes sure the city is sufficiently liquid by continually updating our forecast on the anticipated cash flow needs over the next five-year time horizon. We anticipate two large tax settlements each year along with the regularly scheduled debt service payments. We also build in a reserve balance maintained in money market accounts in case of unexpected expenditures.

The Elk River Vision

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





Cities generally use a short-horizon benchmark such as the two-year Treasury Bill or some similar measure. As of 6/30/24, the two-year T-bill was at 4.71%, up from 4.59% on 3/28/24. Our current portfolio yield is roughly 5.04%.

Our primary reserve account is our 4M Fund, which is a money market account where many cities pool their funds. It currently yields 5.234% with daily withdrawal privileges. The city must maintain a strong and diversified portfolio, prioritizing safety, liquidity, and flexibility in this market environment.

Financial Impact

N/A

Mission/Policy/Goal

Grow responsibly and be good stewards for every dollar to develop a sustainable and prosperous community

Attachments

- I. 06-2024 Investment summary



Bond Summary

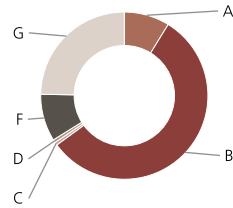
as of June 30, 2024

Bond Overview

Total quantity	48,873,000
Total market value	\$45,133,154.45
Total accrued interest	\$281,694.59
Total market value plus accrued interest	\$45,414,849.03
Total estimated annual bond interest	\$1,347,801.21
Average coupon	2.88%
Average current yield	2.99%
Average yield to maturity	5.04%
Average yield to worst	5.04%
Average modified duration	3.27
Average effective maturity	4.01

Credit Quality of Bond Holdings

Effective credit rating	Issues	Value on 06/30/2024 (\$)	% of port.
A Aaa/AAA/AAA	12	3,993,619.12	8.76
B Aa/AA/AA	62	25,509,617.24	56.15
C A/A/A	1	260,305.97	0.57
D Baa/BBB/BBB	1	271,032.90	0.60
E Non-investment grade	0	0.00	0.00
F Certificate of deposit	18	4,145,650.39	9.12
G Not rated	13	11,234,623.42	24.81
Total	107	\$45,414,849.03	100%

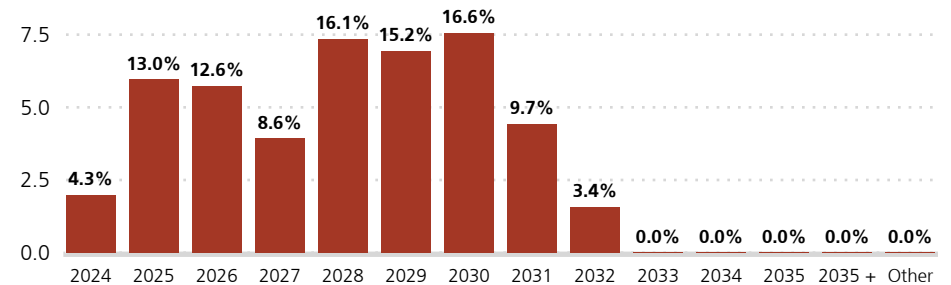


Investment Type Allocation

Investment type	Taxable (\$)	Tax-exempt / deferred (\$)	Total (\$)	% of bond port.
Asset/Mortgage	11,229,731.12	0.00	11,229,731.12	24.73
Certificates of deposit	4,145,650.39	0.00	4,145,650.39	9.13
Municipals	29,539,452.52	0.00	29,539,452.52	65.04
U.S. federal agencies	500,015.00	0.00	500,015.00	1.10
Total	\$45,414,849.03	\$0.00	\$45,414,849.03	100%

Bond Maturity Schedule

\$ Millions



Effective maturity schedule

Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.