City Council

Monday, May 4, 2026
6:30 PM
Elk River City Hall

Regular Meeting
&
Work Session
Agenda

- 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 April 20, 2026, Regular Meeting Minutes

   4.2 Check Register

   4.3 Resolution 26-33: Premises Permit for Zimmerman Livonia Fire Relief Association

   4.4 Resolution 26-34: Variance Request for Parking Orientation Setbacks in Downtown

   4.5 Resolution 26-35: Premises Permit for Eagles Club

   4.6 Temporary Liquor License: Elk River Rotary Club

   4.7 Resolution 26-36: Resolution of Support for Vireo Health

   4.8 Hire Accountant

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 Recognition of Mike Tietz's 22 Years of Service to the City

   6.2 Introduction of Visitors from the International Visitor Leadership Program

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 Continued Hearing - Resolution 26-37: TIF 30 Business Subsidy Agreement 26-18

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 Discuss Work Session Items

8.2 Ordinance 26-11 Amending Chapter 2, Article 5 Regarding Commission Compensation

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN

11. INFORMATION

11.1 1st Quarter Investment Report

The Elk River Vision

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

Meeting of the City Council
Held at the Elk River City Hall
Monday, April 20, 2026

Members Present:	Mayor John Dietz, Councilmember Cory Grupa, Councilmember J. Brian Calva, Councilmember Mike Beyer, Councilmember Jennifer Wagner
Members Absent:	None
Staff Present:	City Attorney Jared Shepherd, Economic Development Director Brent O'Neil, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Community Development Director Zack Carlton, Fire Chief Mark Dickinson, Engineering Project Manager Ryan Sandhoefner, City Clerk Justin Dunford, and Records Specialist Dawn Robertson.

1. CALL MEETING TO ORDER
Pursuant to due call and notice thereof, the meeting was called to order at 6:03 p.m.

2. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was recited.

3. CONSIDER AGENDA
Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the agenda. Motion carried 5-0.

4. CONSENT AGENDA
Moved by Councilmember Calva and seconded by Councilmember Grupa to approve the following consent items as outlined in their respective staff reports. Motion carried 5-0.

Councilmember Beyer abstained from voting on item 4.5. It was voted on separately.

4.1 April 6, 2026, Regular Meeting Minutes

4.2 April 7, 2026, Board of Appeal & Equalization Meeting Minutes

4.3 Check Register

4.4 Consumption and Display Licenses: Pinewood Golf Club & Aegir Brewing Company

4.5 Resolution 26-26: Premises Permit for Elk River-Rogers VFW Post 5518

Moved by Councilmember Grupa and seconded by Councilmember Calva to approve, by motion, Resolution 26-26: Premises Permit for Elk River-Rogers VFW Post 5518. Motion carried 4-0. Councilmember Beyer abstained.

4.6 Council Retreat Date Change

4.7 Resolution 26-27 Amending the 2026 Compensation Plan for Non-Organized Employees

4.8 Ordinance 26-10 Amending Chapter 26 - Health and Sanitation, to Regulate Cannabis and Hemp Retail Business Registration

4.9 FT Center Policies and Procedures Update

4.10 Separation Agreement

4.11 GNT Trailhead and Trailside Amenities Agreement 26-14

4.12 Vikings Youth Football Camp Agreement 26-15

4.13 Elk River Northbound Liquor Store & Fire Station #1 - Subcontractor Qualifications

4.14 Purchase Agreements 26-16, 26-17 and Resolution 26-32 with Coborns

5. OPEN FORUM

Lee Whiting, 13463 Ranch Rd NW, shared pictures of his property, where his current driveway is located, and where the power line posts are. Mr. Whiting is seeking to purchase land from the city to be able to move his driveway further away from the posts. Mr. Stremcha stated that city staff and Mr. Whiting will meet to discuss further action.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the Elk River Volunteer of the Month award to Dan and Heather Johnson. He highlighted the following:

Dan

- Clears trails and ponds for the Walk-A-Thon at Meadowvale Elementary School
- Volunteers for needy families at Great River Faith in Action
- Active in the men's group and serves at Central Lutheran Church
- Helps maintain the ski trails at Woodland Trails Regional Park.

Heather

- PTO chair at Meadowvale Elementary,
- Active in planning and fundraising events at the school,
- Member of the planning committee for Great River Faith in Action Fundraising Gala
- The welcome chair at Central Lutheran Church,
- And organizes Tanzanian student sponsorships.

6.2 Introduce New Staff

The Council welcomed various staff to the city.

7. PUBLIC HEARINGS

7.1 Conditional Use Permit: Habitat for Humanity build site, ISD 728 - 900 School St NW

Mr. Carlton informed the Council that the city, Habitat for Humanity, and school staff are working together to refine the application received for a new-construction house that will be built onsite at the school, transferred offsite, and eventually lived in. The Planning Commission will have a meeting in May and will be ready for Council action in June.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to open the public hearing, receive comments, and continue the hearing to June 1, 2026. Motion carried 5-0.

7.2 Resolution 26-28: Land Use Amendment, Sherburne County - PID 75-00844-0020

The staff report was presented. Mr. Carlton stated that Sherburne County is requesting a Land Use Amendment to keep it consistent with the zoning of the property.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Resolution 26-28 amending the land use guidance for PID 75-00844-0020 from Mixed Residential to Business Park. Motion carried 5-0.

7.3 Resolution 26-29: Plat of Heinen Estates, April Heinen - 21446 Brook Rd NW

Moved by Councilmember Grupa and seconded by Councilmember Calva to adopt Resolution 26-29 approving the Plat of Heinen Estates, subject to the following conditions:

1. **Park Dedication Fee shall be paid for one new single-family parcel, at the applicable rate at the time of recording.**
2. **An Access Permit from Sherburne County Public Works will be required to establish driveway locations.**
3. **If PID 75-00111-3310 is determined to be under the applicant's ownership, the plat will need to be updated and include the parcel as an outlot in the proposed plat.**

Motion carried 5-0.

7.4 Resolution 26-30 - Adoption of Tax Increment District 30 and Project Plan

The staff report was presented. Mr. O'Neil introduced Jason Arsvold, an advisor with Ehlers. He described the CDI expansion project and the TIF plan to the Council.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve Resolution 26-30, creating Tax Increment District 30 and adopting the TIF 30 project plan. Motion carried 5-0.

7.5 TIF 30 Agreement and Business Subsidy

Moved by Councilmember Wagner and seconded by Councilmember Beyer to following comments at the public hearing, continue, by motion, the public hearing to the regular City Council meeting on May 4, 2026. Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Resolution 26-31: Recognize the 1983 State of Minnesota flag as the official flag to be displayed on city-owned property.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve Resolution 26-31 recognizing the 1983 State of Minnesota flag as the official flag to be displayed on city-owned property. Motion carried 5-0.

8.2 Northbound Advertisement for Bid

The staff report was presented. Mr. Stremcha stated he wanted to share a significant consideration before the city goes to bid: if the previously designed lease space available were removed and the building shifted to the west, the topography challenges wouldn't be as significant. Mr. Stremcha and Quin Scott from LSE Architects described to the Council the redesign cost and the potential savings of building Northbound Liquor without the lease space.

Moved by Councilmember Wagner and seconded by Councilmember Calva for LSE and Staff to prepare bid documents for only the Northbound Liquor by removing the 5,000 sq ft leased space area (Fmr. Cannabound) and positioning the store further to the west. Motion carried 5-0.

8.3 Additional Service Agreement 26-12 with CNH Architect Group

Chief Dickinson introduced Quin Hudson from CNH architect group. Mr. Hudson explained the cost increase per the Council's request.

Moved by Councilmember Grupa and seconded by Councilmember Calva to approve the additional service Agreement 26-12 with CNH Architect Group for Fire Station 1. Motion carried 5-0.

8.4 FT Center and Downtown Parking Lot Improvements

Moved by Councilmember Grupa and seconded by Councilmember Calva to approve the low bid and authorize the execution of a contract with Custom Builders Inc. at a cost of $1,133,485.25 for the construction of the 2026 Parking Lot Improvements. Motion carried 5-0.

The Council is not in favor of spending the $55,000; the city will not get the money back if there are delays in the project, and it is not completed by June 10th.

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve to reject the add Alternate 1 for early completion of the King Avenue parking lot on or before June 10, 2026, at an additional cost of $55,000. Motion carried 5-0.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve the construction of the FT Center city-owned property improvements as designed. Motion carried 5-0.

8.5 Park and Recreation Framework Plan RFP

Mr. Stremcha shared the request for proposals with the Council.

Moved by Councilmember Grupa and seconded by Councilmember Calva to approve the Parks and Recreation Framework Plan Request for Proposals (RFP). Motion carried 5-0.

8.6 Letter To Governor Walz

Mayor Dietz handed out a copy of the Cross Lake Mayor's letter to Governor Walz regarding the Paid Family Medical Leave Act and the strain it is having on small business owners in this state. The Council read the letter and unanimously agreed that Mayor Dietz should also sign the letter.

9. MOTION TO ADJOURN REGULAR MEETING

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

The meeting adjourned at 7:11 p.m.

10. WORK SESSION

Mayor Dietz called the work session to order at 7:15 p.m.

10.1 Concept Review: Aggregate Mining, Steven Karst - 21975 Brook Rd NW

Mr. Leesberg shared an aerial view map of the property. The homeowners are seeking feedback from the Council regarding the proposed mineral extraction operation. The Council had several comments and considerations for homeowners, such as nearby neighbors, traffic, possible environmental studies, and business hours. The Council is in consensus that the homeowners can move forward with adding a mineral extraction overlay district.

10.2 FT Center - Facility Improvements

Mr. Stremcha showed pictures of the facilities at the FT center and improvements happening at "The Yard." Staff highlighted the need for more bathrooms and ADA restrooms in the field house space. Ms. Harstad shared a list of events that have been booked at the field house and other opportunities the field house has the potential to host.

The Council agrees that bathrooms are a necessity to maximize the space.

Mr. Stremcha would also like the Council to consider the limitations of the locker rooms. There are opportunities to renovate existing locker rooms to add more showers. It was noted that there could be some more tournaments if there were more showers.

The Council directed staff to get separate bids for the bathrooms and showers.

11. MOTION TO ADJOURN

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

The meeting adjourned at 7:53 p.m.

Minutes prepared by Dawn Robertson.

12. INFORMATION

12.1 March Financial Reports

John J. Dietz, Mayor

Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
4.2

Meeting Date
May 4, 2026

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the check register for the period ending May 4, 2026.

Background/Discussion
The details for the period ending May 4, 2026, are attached to this request for action.

Total for All Funds	$664,582.12

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
1. 4.2 at1 Check Register
2. 4.2 at2 Check Register
3. 4.2 at3 Check Register-Taxes

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ASPEN MILLS						
101						
374048	1	UNIFORMS-J COLLINS/LEES/ROSA	Invoice	04/14/2026	102.00	101-4-2320-4217
101						
374050	1	UNIFORMS - JACOB COLLINS	Invoice	04/14/2026	110.90	101-4-2320-4217
101						
374058	1	UNIFORMS - J. KREUSER	Invoice	04/14/2026	34.85	101-4-2310-4217
101						
374228	1	UNIFORMS - MCCLURG	Invoice	04/17/2026	742.85	101-4-2320-4217
101						
374257	1	UNIFORMS - J. KREUSER	Invoice	04/17/2026	84.99	101-4-2310-4217
101						
374414	1	UNIFORMS - J. KREUSER	Invoice	04/21/2026	136.95	101-4-2310-4217
101						
374482	1	UNIFORMS - J. KREUSER	Invoice	04/22/2026	135.10	101-4-2310-4217
Total 10749 ASPEN MILLS:					1,347.64	
DESIGN ELECTRIC, INC						
101						
28725	1	ELECTRICAL SVCS-CROSSWALK	Invoice	04/20/2026	1,453.77	101-4-3120-4409
Total 16305 DESIGN ELECTRIC, INC:					1,453.77	
DON BIRDSALL						
101						
4172026 DB	1	TRAINING-REIMB MEALS - BIRDSALL	Invoice	04/17/2026	169.00	101-4-2130-4331
Total 12212 DON BIRDSALL:					169.00	
FORESTRY SUPPLIERS INC						
101						
810061-00	1	SUPPLIES	Invoice	04/14/2026	441.53	101-4-5110-4219
Total 13632 FORESTRY SUPPLIERS INC:					441.53	
I C M A						
101						
1166077-2026	1	MEMBERSHIP RENEWAL 2026-STRE	Invoice	04/21/2026	1,024.00	101-4-1310-4433
Total 21870 I C M A:					1,024.00	
MEDICINE LAKE TOURS						
101						
4-25-26 WABASHA	1	WABASHA ST CAVES TOUR 5/13/26	Invoice	04/25/2026	1,960.00	101-4-5510-4409
Total 13038 MEDICINE LAKE TOURS:					1,960.00	
NCL OF WISCONSIN INC						
602						
534394	1	BUFFER SOLUTIONS	Invoice	04/14/2026	401.36	602-4-9020-4219
Total 27480 NCL OF WISCONSIN INC:					401.36	
NEW FRANCE WINE CO						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
269320	1	LIQUOR	Invoice	04/13/2026	378.00	603-4-9111-4251
603						
269320	2	WINE	Invoice	04/13/2026	120.00	603-4-9111-4253
603						
269320	3	FREIGHT	Invoice	04/13/2026	7.50	603-4-9111-4332
Total 27999 NEW FRANCE WINE CO:					505.50	
PRINCETON RENTAL INC						
101						
1-582439	1	TILLER RENTAL	Invoice	04/21/2026	87.30	101-4-5110-4415
Total 10469 PRINCETON RENTAL INC:					87.30	
TRI STATE SURPLUS CO						
101						
44704	1	SUPPLIES - TRI-BORO TEARDROP	Invoice	04/16/2026	599.27	101-4-1600-4219
101						
44712	1	SUPPLIES - WIRE DECKING	Invoice	04/17/2026	288.84	101-4-1600-4219
101						
44713	1	SUPPLIES-WIRE DECKING CREDIT	Invoice	04/17/2026	96.00-	101-4-1600-4219
101						
44730	1	SUPPLIES - RIVET POSTS	Invoice	04/20/2026	20.00	101-4-1600-4219
Total 34701 TRI STATE SURPLUS CO:					812.11	
AID ELECTRIC CORPORATION						
101						
1205702	1	ELECTRICAL REPAIRS - WEST BAY L	Invoice	04/27/2026	2,173.08	101-4-3120-4401
101						
1205704	1	INSTALL HEATER FOR BOILER ROO	Invoice	04/27/2026	1,772.69	101-4-1600-4401
Total 10373 AID ELECTRIC CORPORATION:					3,945.77	
AMAZON CAPITAL SERVICES						
101						
11YM-346F-M9GL	1	SUPPLIES-PYLONS	Invoice	04/18/2026	248.94	101-4-5220-4219
221						
17FL-4X9Y-CX7H	1	SUPPLIES - MIRRORS/ACOUSTIC PA	Invoice	04/24/2026	712.18	221-4-5400-4219
440						
1D3D-VH96-9913	1	FIELD BANNER ZIP TIES	Invoice	04/22/2026	29.99	440-4-5110-4219
221						
1F7Q-97MD-JHJD	1	SUPPLIES - ANTI-SLIP PROTECTION	Invoice	04/21/2026	331.12	221-4-5430-4219
101						
1GYT-XHMN-1W3T	1	SUPPLIES	Invoice	04/24/2026	62.02	101-4-5110-4219
101						
1HV7-QMG9-4X7D	1	FARMERS MARKET SUPPLIES	Invoice	04/06/2026	36.99	101-4-5230-4219
101						
1KJQ-1GRV-3FYR	1	SUPPLIES - TABLE	Invoice	04/02/2026	89.90	101-4-5110-4219
101						
1N1K-LFJD-LLGT	1	TRAINING MATERIALS	Invoice	04/20/2026	29.99	101-4-1350-4331
101						
1N1K-LFJD-LLGT	2	SUPPLIES - DOCUMENT CAMERA	Invoice	04/20/2026	52.02	101-4-1350-4219
101						
1PCC-KTJX-T9NT	1	SUPPLIES - FLAG PYLONS	Invoice	04/20/2026	165.96	101-4-5220-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1RQ7-9Q3J-MPX9	1	PROGRAM SUPPLIES	Invoice	04/23/2026	75.90	101-4-5510-4219
101						
1TC6-FDLM-79QX	1	SUPPLIES	Invoice	04/24/2026	9.79	101-4-5110-4219
221						
1W1P-V6X1-3WD9	1	SUPPLIES - PAPER/FRAMES	Invoice	04/14/2026	71.97	221-4-5400-4219
Total 13706 AMAZON CAPITAL SERVICES:					1,916.77	
AMERICAN BUSINESS FORMS INC						
101						
INV08873891	1	RIVERFRONT CONCERT MAGNETS	Invoice	04/22/2026	552.16	101-4-5210-4349
Total 15235 AMERICAN BUSINESS FORMS INC:					552.16	
ANITA ISENOR-LAWVER						
101						
4212026 - 5/6/26	1	DANCE PERFORMANCE 5/6/26	Invoice	04/21/2026	200.00	101-4-5510-4409
Total 52621 ANITA ISENOR-LAWVER:					200.00	
ARTISAN BEER COMPANY						
603						
3846680	1	BEER	Invoice	04/15/2026	179.60	603-4-9111-4252
603						
3846681	1	THC PRODUCTS	Invoice	04/15/2026	119.95	603-4-9111-4256
603						
3846682	1	BEER	Invoice	04/15/2026	138.40	603-4-9151-4252
603						
3846683	1	THC PRODUCTS	Invoice	04/15/2026	889.00	603-4-9151-4256
603						
3848635	1	BEER	Invoice	04/22/2026	290.65	603-4-9111-4252
603						
3848636	1	THC PRODUCTS	Invoice	04/22/2026	480.15	603-4-9111-4256
603						
3848637	1	BEER	Invoice	04/22/2026	121.50	603-4-9151-4252
603						
3848638	1	THC PRODUCTS	Invoice	04/22/2026	286.50	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					2,505.75	
ASTLEFORD INTERNATIONAL						
101						
1P148412	1	SHOP STOCK	Invoice	04/13/2026	24.00	101-4-3150-4221
101						
1P148823	1	PARTS #236	Invoice	04/20/2026	828.05	101-4-3120-4221
101						
1P148823.02	1	PARTS #236	Invoice	04/20/2026	762.92	101-4-3120-4221
Total 10762 ASTLEFORD INTERNATIONAL:					1,614.97	
ATT LLC						
603						
S29937	1	UNIFORM - KNOPIK	Invoice	04/16/2026	176.50	603-4-9112-4217
603						
S29956	1	UNIFORM - NELSON	Invoice	04/20/2026	133.00	603-4-9152-4217

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
S29957	1	UNIFORM - SANDERS	Invoice	04/20/2026	120.00	603-4-9152-4217
603						
S29958	1	UNIFORM - GUSTAFSON	Invoice	04/20/2026	72.00	603-4-9152-4217
Total 15332 ATT LLC:					501.50	
BEACON ATHLETICS, LLC						
101						
634010-IN	1	BALLFIELD SUPPLIES	Invoice	04/20/2026	1,710.89	101-4-5110-4219
101						
634024-IN	1	BALLFIELD SUPPLIES	Invoice	04/20/2026	326.57	101-4-5110-4219
Total 11625 BEACON ATHLETICS, LLC:					2,037.46	
BEAUDRY OIL & SERVICE INC						
101						
3284451	1	PROPANE - FORKLIFTS	Invoice	04/16/2026	98.00	101-4-3120-4389
Total 11663 BEAUDRY OIL & SERVICE INC:					98.00	
BELLBOY CORP BAR SUPPLY						
603						
111042800	1	FREIGHT	Invoice	04/14/2026	2.77	603-4-9151-4332
603						
111042800	2	POP/MISC	Invoice	04/14/2026	46.00	603-4-9151-4255
603						
111066100	1	POP/MISC	Invoice	04/21/2026	46.00	603-4-9111-4255
603						
111066100	2	FREIGHT	Invoice	04/21/2026	2.77	603-4-9111-4332
Total 11810 BELLBOY CORP BAR SUPPLY:					97.54	
BELLBOY CORPORATION						
603						
211053000	1	FREIGHT	Invoice	04/14/2026	1.65	603-4-9151-4332
603						
211053000	2	POP/MISC	Invoice	04/14/2026	169.95	603-4-9151-4255
603						
211053200	1	LIQUOR	Invoice	04/14/2026	256.00	603-4-9151-4251
603						
211053200	2	FREIGHT	Invoice	04/14/2026	6.60	603-4-9151-4332
603						
211118800	1	LIQUOR	Invoice	04/21/2026	612.00	603-4-9111-4251
603						
211118800	2	WINE	Invoice	04/21/2026	80.00	603-4-9111-4253
603						
211118800	3	FREIGHT	Invoice	04/21/2026	8.25	603-4-9111-4332
603						
300875000	1	THC PRODUCTS	Invoice	04/14/2026	420.00	603-4-9151-4256
603						
300875000	2	FREIGHT	Invoice	04/14/2026	6.60	603-4-9151-4332
Total 11800 BELLBOY CORPORATION:					1,561.05	
BERNICK'S						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10479963	1	POP	Invoice	04/15/2026	24.74	603-4-9111-4255
603						
10479964	1	BEER	Invoice	04/15/2026	2,176.80	603-4-9111-4252
603						
10479965	1	BEER CREDIT	Invoice	04/15/2026	54.00-	603-4-9111-4252
603						
10479966	1	POP/MISC	Invoice	04/15/2026	49.48	603-4-9151-4255
603						
10479967	1	THC PRODUCTS	Invoice	04/15/2026	72.00	603-4-9151-4256
603						
10479968	1	BEER	Invoice	04/15/2026	658.85	603-4-9151-4252
603						
10479969	1	BEER CREDIT	Invoice	04/15/2026	155.04-	603-4-9151-4252
603						
10482380	1	POP/MISC	Invoice	04/22/2026	26.71	603-4-9111-4255
603						
10482381	1	BEER	Invoice	04/22/2026	2,337.70	603-4-9111-4252
603						
10482382	1	BEER CREDIT	Invoice	04/22/2026	11.12-	603-4-9111-4252
603						
10482383	1	POP/MISC	Invoice	04/22/2026	90.70	603-4-9151-4255
603						
10482384	1	BEER	Invoice	04/22/2026	545.15	603-4-9151-4252
Total 11950 BERNICK'S:					5,761.97	
BERRY COFFEE COMPANY						
101						
1109244	1	COFFEE FILTER - CITY HALL	Invoice	04/27/2026	78.00	101-4-1600-4219
101						
1111943	1	COFFEE - SR ACTIVITY CENTER	Invoice	04/27/2026	181.81	101-4-5510-4219
101						
1111944	1	COFFEE - CITY HALL	Invoice	04/27/2026	69.75	101-4-1600-4219
Total 11959 BERRY COFFEE COMPANY:					329.56	
BETTER HEALTH COLLECTIVE						
101						
INVOICE27	1	WELLRIGHT OFF PLAN EES- 1ST QT	Invoice	04/20/2026	278.40	101-4-1220-4201
Total 52378 BETTER HEALTH COLLECTIVE:					278.40	
BLACKHAWK PEST CONTROL, LLC						
221						
52457	1	PEST CONTROL-FTCENTER	Invoice	04/21/2026	125.00	221-4-5400-4401
101						
52458	1	PEST CONTROL - CITY HALL	Invoice	04/21/2026	125.00	101-4-1600-4401
211						
52459	1	PEST CONTROL-LIBRARY	Invoice	04/21/2026	82.50	211-4-5600-4401
101						
52460	1	PEST CONTROL-FS 1	Invoice	04/21/2026	52.50	101-4-2310-4401
101						
52461	1	PEST CONTROL - PUBLIC SAFETY	Invoice	04/21/2026	130.00	101-4-2190-4401
Total 14717 BLACKHAWK PEST CONTROL, LLC:					515.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
BLAINE LOCK & SAFE, INC						
101						
34776	1	DOOR REPAIRS - CITY HALL	Invoice	04/22/2026	583.00	101-4-1600-4401
Total 12256 BLAINE LOCK & SAFE, INC:					583.00	
BOLTON & MENK, INC						
401						
392502	1	DOWNTOWN RECONSTRUCTION	Invoice	04/16/2026	20,376.50	401-4-8220-4303
221						
392502	2	FT CENTER PARKING LOT	Invoice	04/16/2026	23,000.00	221-4-5400-4319
403						
392504	1	LINE AVE CUL-DE-SAC	Invoice	04/16/2026	1,328.00	403-4-8440-4303
406						
392506	1	MEADOWWOODS VILLAGE - SEWER	Invoice	04/16/2026	1,312.00	406-4-8050-4303
225						
392507	1	MEGA LOOP TRAIL IMPROVMENTS	Invoice	04/16/2026	1,014.00	225-4-8546-4303
403						
392509	1	HWY 10 & 165TH AVE INTERSECTIO	Invoice	04/16/2026	16,903.00	403-4-8450-4303
403						
392511	1	YALE STREET EXTENSION	Invoice	04/16/2026	453.50	403-4-8440-4303
Total 11019 BOLTON & MENK, INC:					64,387.00	
BOUND TREE MEDICAL, LLC						
101						
86168279	1	MEDICAL SUPPLIES - REGULATOR	Invoice	04/13/2026	218.99	101-4-2120-4219
Total 12390 BOUND TREE MEDICAL, LLC:					218.99	
BREAKTHRU BEVERAGE MINNESOTA						
603						
126572829	1	FREIGHT	Invoice	04/16/2026	18.85	603-4-9151-4332
603						
126572829	2	WINE	Invoice	04/16/2026	1,304.00	603-4-9151-4253
603						
126572830	1	FREIGHT	Invoice	04/16/2026	15.95	603-4-9151-4332
603						
126572830	2	LIQUOR	Invoice	04/16/2026	965.90	603-4-9151-4251
603						
126572831	1	FREIGHT	Invoice	04/16/2026	7.25	603-4-9151-4332
603						
126572831	2	POP/MISC	Invoice	04/16/2026	140.28	603-4-9151-4255
603						
126597897	1	FREIGHT	Invoice	04/17/2026	1.45	603-4-9151-4332
603						
126597897	2	LIQUOR	Invoice	04/17/2026	247.50	603-4-9151-4251
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					2,701.18	
603						
126571795	1	BEER	Invoice	04/16/2026	292.50	603-4-9111-4252
603						
126573173	1	LIQUOR	Invoice	04/16/2026	1,341.50	603-4-9111-4251
603						
126573173	2	FREIGHT	Invoice	04/16/2026	39.15	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
126573174	1	POP/MISC	Invoice	04/16/2026	158.20	603-4-9111-4255
603						
126573174	2	FREIGHT	Invoice	04/16/2026	7.25	603-4-9111-4332
603						
126674876	1	LIQUOR	Invoice	04/23/2026	2,190.56	603-4-9111-4251
603						
126674876	2	FREIGHT	Invoice	04/23/2026	52.93	603-4-9111-4332
603						
126674877	1	WINE	Invoice	04/23/2026	572.00	603-4-9111-4253
603						
126674877	2	FREIGHT	Invoice	04/23/2026	8.70	603-4-9111-4332
603						
414703623	1	POP/MISC CREDIT	Invoice	04/18/2026	20.00-	603-4-9111-4255
603						
414703623	2	FREIGHT CREDIT	Invoice	04/18/2026	1.45-	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					4,641.34	
C & L DISTRIBUTING CO						
603						
1839001697	1	BEER CREDIT	Invoice	04/22/2026	61.20-	603-4-9151-4252
603						
1839001698	1	LIQUOR CREDIT	Invoice	04/22/2026	9.87-	603-4-9151-4251
603						
2280291	1	BEER CREDIT	Invoice	04/15/2026	167.06-	603-4-9151-4252
603						
2280322	1	LIQUOR	Invoice	04/15/2026	381.72	603-4-9151-4251
603						
2280323	1	BEER	Invoice	04/15/2026	7,065.10	603-4-9151-4252
603						
2280323	2	THC PRODUCTS	Invoice	04/15/2026	100.00	603-4-9151-4256
603						
2280323	3	FREIGHT	Invoice	04/15/2026	5.00	603-4-9151-4332
603						
2281355	1	THC PROCUCTS	Invoice	04/15/2026	179.68	603-4-9151-4256
603						
2281356	1	LIQUOR	Invoice	04/15/2026	288.00	603-4-9151-4251
603						
2281485	1	LIQUOR CREDIT	Invoice	04/15/2026	454.87-	603-4-9151-4251
603						
2281486	1	BEER CREDIT	Invoice	04/15/2026	1,123.31-	603-4-9151-4252
603						
2283982	1	LIQUOR	Invoice	04/22/2026	467.20	603-4-9151-4251
603						
2283983	1	BEER	Invoice	04/22/2026	13,980.95	603-4-9151-4252
603						
2283983	2	POP/MISC	Invoice	04/22/2026	24.00	603-4-9151-4255
603						
2283983	3	THC PROCUCTS	Invoice	04/22/2026	75.48	603-4-9151-4256
603						
2283983	4	FREIGHT	Invoice	04/22/2026	5.00	603-4-9151-4332
603						
2284709	1	BEER	Invoice	04/22/2026	751.50	603-4-9151-4252
603						
2284942	1	BEER	Invoice	04/22/2026	34.90	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2285068	1	LIQUOR	Invoice	04/22/2026	4,440.00	603-4-9151-4251
Total 8003 C & L DISTRIBUTING CO:					25,982.22	
603						
1839001685	1	LIQUOR CREDIT	Invoice	04/15/2026	69.60-	603-4-9111-4251
603						
1839001699	1	BEER CREDIT	Invoice	04/22/2026	246.06-	603-4-9111-4252
603						
2281526	1	BEER CREDIT	Invoice	04/15/2026	695.82-	603-4-9111-4252
603						
2281530	1	THC PRODUCTS	Invoice	04/15/2026	395.25	603-4-9111-4256
603						
2281531	1	LIQUOR	Invoice	04/15/2026	2,657.03	603-4-9111-4251
603						
2281532	1	BEER	Invoice	04/15/2026	16,237.90	603-4-9111-4252
603						
2281532	2	FREIGHT	Invoice	04/15/2026	5.00	603-4-9111-4332
603						
2282933	1	BEER	Invoice	04/20/2026	4,084.70	603-4-9111-4252
603						
2282933	2	FREIGHT	Invoice	04/20/2026	5.00	603-4-9111-4332
603						
2285329	1	POP/MISC	Invoice	04/22/2026	15.00	603-4-9111-4255
603						
2285330	1	THC PRODUCTS	Invoice	04/22/2026	982.44	603-4-9111-4256
603						
2285331	1	LIQUOR	Invoice	04/22/2026	8,136.97	603-4-9111-4251
603						
2285332	1	BEER	Invoice	04/22/2026	17,511.10	603-4-9111-4252
603						
2285332	2	FREIGHT	Invoice	04/22/2026	5.00	603-4-9111-4332
Total 13375 C & L DISTRIBUTING CO:					49,023.91	
CAL PORTNER						
101						
4-28-26 PHONE	1	REIMB CELL PHONE - 2026 Q1	Invoice	04/28/2026	90.00	101-4-1210-4321
Total 11583 CAL PORTNER:					90.00	
CASH						
101						
04-17-26 POLICE	1	VEHICLE TABS-#610 269859	Invoice	04/17/2026	16.25	101-4-2110-4437
294						
04-17-26 POLICE	2	TITLE TRANSFERS-DUI 23016217	Invoice	04/17/2026	27.00	294-4-2220-4440
294						
04-17-26 POLICE	3	TITLE TRANSFERS-FLEEING 240223	Invoice	04/17/2026	27.00	294-4-2230-4219
101						
04-17-26 POLICE	4	NOTARY CTY FILING FEES-KRIS & TI	Invoice	04/17/2026	40.00	101-4-2150-4433
101						
04-17-26 POLICE	5	FINGERPRINTING SERVICES	Invoice	04/17/2026	83.00	101-4-2110-4319
Total 17420 CASH:					193.25	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
CHARTER COMMUNICATIONS						
602						
175341701 APR 26	1	PHONE LINE & TV CHGS-WW	Invoice	04/14/2026	181.47	602-4-9010-4321
Total 13954 CHARTER COMMUNICATIONS:					181.47	
CINTAS CORPORATION LOC 470						
602						
4266398158	1	UNIFORM RENTAL/CLEANING	Invoice	04/17/2026	164.33	602-4-9020-4417
603						
4266398319	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/17/2026	53.58	603-4-9112-4404
603						
4266403845	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	04/17/2026	38.88	603-4-9152-4404
603						
4267145704	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/24/2026	76.50	603-4-9112-4404
603						
4267152241	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/24/2026	38.88	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					372.17	
CITY OF MONTICELLO						
101						
54636	1	ANIMAL CONTROL CHARGES FEB/M	Invoice	04/22/2026	744.00	101-4-2150-4409
Total 27050 CITY OF MONTICELLO:					744.00	
CLAREY'S SAFETY EQUIP						
101						
221905	1	RAE SENSOR	Invoice	03/30/2026	415.49	101-4-2320-4221
Total 14165 CLAREY'S SAFETY EQUIP:					415.49	
CROW RIVER FARM EQUIPMENT						
602						
214877	1	SUPPLIES	Invoice	03/23/2026	107.20	602-4-9020-4219
602						
214901	1	SUPPLIES	Invoice	03/25/2026	107.20	602-4-9020-4219
Total 15451 CROW RIVER FARM EQUIPMENT:					214.40	
CRYSTAL SPRINGS ICE						
603						
2-603898	1	ICE	Invoice	04/13/2026	287.16	603-4-9151-4255
603						
2-603898	2	FREIGHT	Invoice	04/13/2026	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					291.16	
CUB FOODS						
101						
104351177161	1	PROGRAM SUPPLIES	Invoice	04/14/2026	37.97	101-4-5510-4219
Total 15550 CUB FOODS:					37.97	
DACOTAH PAPER CO						
221						
44846	1	SUPPLIES - NAPKINS/PLASTIC FORK	Invoice	04/16/2026	129.94	221-4-5430-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
44847	1	GLASS CLEANER, STAINLESS STEE	Invoice	04/16/2026	144.08	221-4-5400-4219
101						
47128	1	SUPPLIES - ROLLER BRUSH	Invoice	04/21/2026	120.09	101-4-1600-4219
221						
48231	1	SUPPLIES - CUPS/PLATES/FORKS/C	Invoice	04/23/2026	507.07	221-4-5430-4219
Total 15887 DACOTAH PAPER CO:					901.18	
DAHLHEIMER BEVERAGE, LLC						
603						
2744862	1	BEER	Invoice	04/13/2026	4,387.00	603-4-9151-4252
603						
2748533	1	THC PRODUCTS	Invoice	04/16/2026	596.00	603-4-9151-4256
603						
2748534	1	BEER	Invoice	04/16/2026	54.65	603-4-9151-4252
603						
2748534	2	POP/MISC	Invoice	04/16/2026	55.50	603-4-9151-4255
603						
2748535	1	BEER	Invoice	04/16/2026	7,146.95	603-4-9151-4252
603						
2751607	1	BEER	Invoice	04/20/2026	112.00	603-4-9151-4252
603						
2751608	1	BEER	Invoice	04/20/2026	6,101.90	603-4-9151-4252
603						
2754779	1	LIQUOR	Invoice	04/23/2026	1,032.50	603-4-9151-4251
603						
2754782	1	BEER	Invoice	04/23/2026	61.75	603-4-9151-4252
603						
2754783	1	BEER	Invoice	04/23/2026	3,330.70	603-4-9151-4252
603						
2754893	1	THC PRODUCTS	Invoice	04/23/2026	160.00	603-4-9151-4256
603						
2755632	1	BEER CREDIT	Invoice	04/22/2026	126.73-	603-4-9151-4252
603						
2757760	1	BEER CREDIT	Invoice	04/24/2026	83.60-	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					22,828.62	
221						
2749102	1	BEER	Invoice	04/16/2026	254.30	221-4-5430-4252
221						
2749102	2	LIQUOR	Invoice	04/16/2026	210.40	221-4-5430-4251
221						
2755220	1	POP	Invoice	04/23/2026	65.50	221-4-5430-4259
221						
2755220	2	BEER	Invoice	04/23/2026	93.25	221-4-5430-4252
221						
2755220	3	LIQUOR	Invoice	04/23/2026	829.20	221-4-5430-4251
Total 15366 DAHLHEIMER BEVERAGE, LLC:					1,452.65	
603						
2748824	1	THC PRODUCTS	Invoice	04/16/2026	580.00	603-4-9111-4256
603						
2749097	1	POP/MISC	Invoice	04/16/2026	326.50	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2749097	2	BEER	Invoice	04/16/2026	4,638.10	603-4-9111-4252
603						
2751586	1	BEER	Invoice	04/20/2026	10,845.35	603-4-9111-4252
603						
2754784	1	BEER	Invoice	04/23/2026	6,033.85	603-4-9111-4252
603						
2757147	1	THC PRODUCTS	Invoice	04/27/2026	280.00	603-4-9111-4256
Total 15900 DAHLHEIMER BEVERAGE, LLC:					22,703.80	
DARIAN POSER						
101						
4202026 DP	1	REIMB TRAINING-DC TRIP - D. POSE	Invoice	04/20/2026	2,052.81	101-4-2130-4331
Total 14474 DARIAN POSER:					2,052.81	
DAVID WISNIESKI OFFICIALS						
101						
260001	1	SOFTBALL UMPIRES	Invoice	04/17/2026	6,930.00	101-4-5220-4409
Total 15247 DAVID WISNIESKI OFFICIALS:					6,930.00	
DINIUS FENCE LLC						
101						
6898	1	REPLACE FENCING - OAK KNOLL	Invoice	04/14/2026	3,780.00	101-4-5110-4409
Total 52624 DINIUS FENCE LLC:					3,780.00	
E C M PUBLISHERS INC						
101						
1094738	1	PH NOTICE - ORDINANCE AMENDME	Invoice	04/11/2026	72.00	101-4-1510-4359
101						
1094739	1	NOTICE - ORDINANCE 26-09	Invoice	04/11/2026	360.00	101-4-1110-4359
228						
1094867	1	SPRING CLEAN UP DAY AD	Invoice	04/12/2026	580.00	228-4-7000-4219
101						
1094869	1	ADVERTISING	Invoice	04/12/2026	281.45	101-4-2310-4359
221						
1095488	1	BUSINESS CARDS - AHMED	Invoice	04/17/2026	49.00	221-4-5400-4359
101						
1095731	1	JOB AD PARK MAINT WRKR	Invoice	04/19/2026	69.40	101-4-5110-4219
Total 17000 E C M PUBLISHERS INC:					1,411.85	
ELK RIVER MUNICIPAL UTILITIES						
603						
4-15-26 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	04/15/2026	1,841.40	603-4-9152-4389
101						
4-15-26 ERMU	2	ELECTRIC	Invoice	04/15/2026	58.00	101-4-3120-4389
101						
4-15-26 ERMU	3	ELECTRIC	Invoice	04/15/2026	33.58	101-4-3120-4389
602						
4-15-26 ERMU	4	WATER/ELECTRIC	Invoice	04/15/2026	27,374.54	602-4-9020-4389
101						
4-15-26 ERMU	5	WATER/ELECTRIC	Invoice	04/15/2026	1,436.23	101-4-5110-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
4-15-26 ERMU	6	ELECTRIC	Invoice	04/15/2026	3,844.87	602-4-9050-4389
101						
4-15-26 ERMU	7	ELECTRIC	Invoice	04/15/2026	79.73	101-4-2330-4389
101						
4-15-26 ERMU	8	ELECTRIC	Invoice	04/15/2026	313.55	101-4-5110-4389
101						
4-15-26 ERMU	9	WATER/SEWER	Invoice	04/15/2026	119.93	101-4-5110-4389
101						
4-15-26 ERMU	10	WATER/ELECTRIC/SEWER	Invoice	04/15/2026	6,781.14	101-4-2190-4389
101						
4-15-26 ERMU	11	WATER/ELECTRIC/SEWER	Invoice	04/15/2026	821.22	101-4-2310-4389
101						
4-15-26 ERMU	12	WATER/ELECTRIC/SEWER/STMWTR	Invoice	04/15/2026	3,296.69	101-4-1600-4389
211						
4-15-26 ERMU	13	WATER/ELECTRIC/SEWER	Invoice	04/15/2026	2,753.07	211-4-5600-4389
101						
4-15-26 ERMU	14	ELECTRIC	Invoice	04/15/2026	66.00	101-4-2190-4389
221						
4-22-26 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	04/22/2026	25,775.29	221-4-5400-4389
101						
4-22-26 ERMU	2	WATER/ELECTRIC/SEWER/STMWTR	Invoice	04/22/2026	3,321.90	101-4-3120-4389
101						
4-22-26 ERMU	3	WATER/ELECTRIC	Invoice	04/22/2026	395.10	101-4-5110-4389
602						
4-22-26 ERMU	4	ELECTRIC	Invoice	04/22/2026	1,044.89	602-4-9050-4389
101						
4-22-26 ERMU	5	ELECTRIC	Invoice	04/22/2026	295.42	101-4-2330-4389
101						
4-22-26 ERMU	6	ELECTRIC	Invoice	04/22/2026	66.00	101-4-2190-4389
101						
4-22-26 ERMU	7	ELECTRIC	Invoice	04/22/2026	39.55	101-4-5110-4389
602						
4-22-26 ERMU	8	ELECTRIC	Invoice	04/22/2026	93.21	602-4-9050-4389
602						
4-22-26 ERMU	9	ELECTRIC	Invoice	04/22/2026	34.49	602-4-9050-4389
101						
4-22-26 ERMU	10	WATER/ELECTRIC/SEWER	Invoice	04/22/2026	610.90	101-4-2190-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					80,496.70	
FACTORY MOTOR PARTS CO						
101						
1-11637310	1	PARTS #614, #626	Invoice	04/15/2026	479.00	101-4-2120-4221
101						
1-11637310	2	PARTS #970	Invoice	04/15/2026	129.78	101-4-3150-4221
Total 18408 FACTORY MOTOR PARTS CO:					608.78	
FASTENAL COMPANY						
101						
MNELK146594	1	SIGN SUPPLIES	Invoice	04/17/2026	94.95	101-4-3120-4226
101						
MNELK146596	1	SUPPLIES - VENDING	Invoice	04/17/2026	174.50	101-4-3120-4219
101						
MNELK146596	2	SUPPLIES - VENDING	Invoice	04/17/2026	159.70	101-4-5110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 18453 FASTENAL COMPANY:					429.15	
FUTURE PLUS BATTERIES						
602						
P91303193	1	12V BATTERIES	Invoice	04/23/2026	67.95	602-4-9020-4219
Total 11835 FUTURE PLUS BATTERIES:					67.95	
GERTENS						
101						
7298/11	1	SUPPLIES - GRASS SEED	Invoice	04/14/2026	70.45	101-4-3120-4219
Total 13257 GERTENS:					70.45	
GLOBAL RESERVE LLC - GRD						
603						
ORD-25251	1	THC PRODUCTS	Invoice	04/14/2026	226.00	603-4-9111-4256
Total 15311 GLOBAL RESERVE LLC - GRD:					226.00	
GOODIN COMPANY						
101						
1597082-00	1	SUPPLIES - BOTTLE FILLER	Invoice	04/09/2026	1,897.20	101-4-1600-4219
101						
1601922-00	1	SUPPLIES - PUMP	Invoice	04/22/2026	455.98	101-4-5110-4219
Total 20113 GOODIN COMPANY:					2,353.18	
GRAINGER						
101						
9876951758	1	PARTS	Invoice	04/13/2026	49.71	101-4-5110-4221
221						
9877458795	1	GUIDE WIRE FOR FH IMPROVEMEN	Invoice	04/13/2026	378.16	221-4-5400-4219
221						
9879557065	1	STEEL SNAPS- FH IMPROVEMENTS	Invoice	04/15/2026	223.40	221-4-5400-4219
221						
9880731261	1	WIRE ROPE- FH IMPROVEMENTS	Invoice	04/15/2026	189.08	221-4-5400-4219
221						
9884170532	1	CLIPS FOR FH DRAPES- FH IMPROV	Invoice	04/17/2026	446.80	221-4-5400-4219
221						
9886665968	1	NET CLIPS- FH IMPROVEMENTS	Invoice	04/21/2026	223.40	221-4-5400-4219
Total 20300 GRAINGER:					1,510.55	
GRANITE CITY JOBBING CO						
603						
519550	1	POP/MISC	Invoice	04/17/2026	528.47	603-4-9111-4255
603						
519550	2	FREIGHT	Invoice	04/17/2026	5.00	603-4-9111-4332
603						
519550	3	SUPPLIES	Invoice	04/17/2026	71.66	603-4-9112-4219
603						
519551	1	POP/MISC	Invoice	04/17/2026	254.74	603-4-9151-4255
603						
519551	2	SUPPLIES	Invoice	04/17/2026	39.09	603-4-9152-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
519551	3	FREIGHT	Invoice	04/17/2026	5.00	603-4-9151-4332
603						
520951	1	POP/MISC	Invoice	04/24/2026	1,007.61	603-4-9111-4255
603						
520951	2	FREIGHT	Invoice	04/24/2026	5.00	603-4-9111-4332
603						
520951	3	SUPPLIES	Invoice	04/24/2026	119.73	603-4-9112-4219
603						
520952	1	POP/MISC	Invoice	04/24/2026	508.45	603-4-9151-4255
603						
520952	2	SUPPLIES	Invoice	04/24/2026	57.50	603-4-9152-4219
603						
520952	3	FREIGHT	Invoice	04/24/2026	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					2,607.25	
GREGORY BYERS						
211						
40557 - 5/6/26	1	GREG BYERS 5/6/26 PERFORMANC	Invoice	02/13/2026	500.00	211-4-5600-4409
Total 52546 GREGORY BYERS:					500.00	
GRIMCO, INC						
101						
35429755-01	1	SIGN SUPPLIES	Invoice	04/17/2026	135.00	101-4-1120-4226
Total 14770 GRIMCO, INC:					135.00	
HAWKINS, INC.						
602						
7391421	1	SULFUR DIOXIDE CYLINDERS	Invoice	04/15/2026	20.00	602-4-9020-4219
Total 21053 HAWKINS, INC.:					20.00	
HOME DEPOT CREDIT SERVICES						
101						
1191596	1	SUPPLIES	Invoice	04/15/2026	19.32	101-4-3120-4219
101						
1191597	1	RETURN SUPPLIES	Invoice	04/15/2026	19.32-	101-4-3120-4219
101						
1191598	1	SUPPLIES	Invoice	04/15/2026	17.91	101-4-3120-4219
221						
1613760	1	MAINTENANCE SUPPLIES	Invoice	04/15/2026	489.36	221-4-5400-4219
101						
2514065	1	SUPPLIES - PVC SHEAR/BATTERY P	Invoice	04/14/2026	378.00	101-4-5110-4219
101						
3023263	1	SUPPLIES	Invoice	04/23/2026	19.97	101-4-2320-4219
602						
3614824	1	SUPPLIES	Invoice	04/23/2026	51.89	602-4-9020-4219
101						
613938	1	SUPPLIES - FUEL ISLAND	Invoice	04/16/2026	268.61	101-4-3150-4219
221						
9614001	1	PAINTING SUPPLIES	Invoice	04/17/2026	197.88	221-4-5400-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					1,423.62	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
HUBBARD ELECTRIC LLC						
101						
2516	1	ELECTRICAL WORK - ORONO PARK	Invoice	04/13/2026	1,668.20	101-4-5110-4409
101						
2544	1	ELECTRICAL WORK - TROTT BROOK	Invoice	04/17/2026	175.00	101-4-5110-4409
101						
2549	1	ELECTRICAL WORK - LIONS PARK	Invoice	04/17/2026	578.66	101-4-5110-4409
Total 52540 HUBBARD ELECTRIC LLC:					2,421.86	
INK WIZARDS						
101						
13136	1	UNIFORMS - BAAS	Invoice	04/13/2026	103.00	101-4-5110-4217
101						
13202	1	UNIFORMS - LITFIN	Invoice	04/24/2026	295.00	101-4-3120-4217
Total 22250 INK WIZARDS:					398.00	
INSIGHT BREWING COMPANY, LLC						
603						
31152	1	BEER	Invoice	04/24/2026	184.75	603-4-9111-4252
603						
31152	2	THC PRODUCTS	Invoice	04/24/2026	108.49	603-4-9111-4256
Total 52377 INSIGHT BREWING COMPANY, LLC:					293.24	
JOHNSON BROS LIQUOR						
603						
1030953	1	FREIGHT	Invoice	04/15/2026	29.54	603-4-9151-4332
603						
1030953	2	LIQUOR	Invoice	04/15/2026	3,988.75	603-4-9151-4251
603						
1030954	1	FREIGHT	Invoice	04/15/2026	5.37	603-4-9151-4332
603						
1030954	2	WINE	Invoice	04/15/2026	232.73	603-4-9151-4253
603						
1030955	1	LIQUOR	Invoice	04/15/2026	2,280.75	603-4-9111-4251
603						
1030955	2	FREIGHT	Invoice	04/15/2026	40.72	603-4-9111-4332
603						
1030956	1	WINE	Invoice	04/15/2026	285.35	603-4-9111-4253
603						
1030956	2	FREIGHT	Invoice	04/15/2026	10.62	603-4-9111-4332
603						
1030957	1	POP/MISC	Invoice	04/15/2026	64.00	603-4-9111-4255
603						
1030957	2	FREIGHT	Invoice	04/15/2026	1.77	603-4-9111-4332
603						
1030958	1	LIQUOR	Invoice	04/15/2026	7,991.90	603-4-9111-4251
603						
1030958	2	FREIGHT	Invoice	04/15/2026	107.97	603-4-9111-4332
603						
1030959	1	FREIGHT	Invoice	04/15/2026	53.71	603-4-9151-4332
603						
1030959	2	LIQUOR	Invoice	04/15/2026	3,074.77	603-4-9151-4251
603						
1030960	1	FREIGHT	Invoice	04/15/2026	41.17	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1030960	2	WINE	Invoice	04/15/2026	1,407.85	603-4-9151-4253
603						
1030961	1	FREIGHT	Invoice	04/15/2026	35.80	603-4-9151-4332
603						
1030961	2	LIQUOR	Invoice	04/15/2026	4,359.10	603-4-9151-4251
603						
1035522	1	LIQUOR	Invoice	04/22/2026	264.05	603-4-9151-4251
603						
1035522	2	FREIGHT	Invoice	04/22/2026	1.79	603-4-9151-4332
603						
1035523	1	WINE	Invoice	04/22/2026	96.00	603-4-9151-4253
603						
1035523	2	FREIGHT	Invoice	04/22/2026	1.79	603-4-9151-4332
603						
1035524	1	LIQUOR	Invoice	04/22/2026	8,454.48	603-4-9111-4251
603						
1035524	2	FREIGHT	Invoice	04/22/2026	104.14	603-4-9111-4332
603						
1035525	1	WINE	Invoice	04/22/2026	2,794.94	603-4-9111-4253
603						
1035525	2	FREIGHT	Invoice	04/22/2026	84.97	603-4-9111-4332
603						
1035526	1	POP/MISC	Invoice	04/22/2026	52.00	603-4-9111-4255
603						
1035526	2	FREIGHT	Invoice	04/22/2026	3.54	603-4-9111-4332
603						
1035527	1	LIQUOR	Invoice	04/22/2026	1,913.00	603-4-9111-4251
603						
1035527	2	FREIGHT	Invoice	04/22/2026	28.32	603-4-9111-4332
603						
1035528	1	LIQUOR	Invoice	04/22/2026	741.77	603-4-9151-4251
603						
1035528	2	FREIGHT	Invoice	04/22/2026	7.15	603-4-9151-4332
603						
1035529	1	WINE	Invoice	04/22/2026	215.00	603-4-9151-4253
603						
1035529	2	FREIGHT	Invoice	04/22/2026	5.37	603-4-9151-4332
603						
1035530	1	POP/MISC	Invoice	04/22/2026	40.00	603-4-9111-4255
603						
1035530	2	FREIGHT	Invoice	04/22/2026	1.79	603-4-9151-4332
603						
1035531	1	LIQUOR	Invoice	04/22/2026	527.00	603-4-9151-4251
603						
1035531	2	FREIGHT	Invoice	04/22/2026	5.37	603-4-9151-4332
603						
180624	1	WINE CREDIT	Invoice	04/21/2026	33.33-	603-4-9111-4253
Total 22775 JOHNSON BROS LIQUOR:					39,321.01	
JOHNSON CONTROLS						
290						
42286838	1	COMPOST SITE PASSES-1,000 (PMT	Invoice	04/09/2026	1,430.00	290-4-9220-4409
290						
42353572	1	COMPOST SITE PASSES-SUPPLEME	Invoice	04/15/2026	535.72	290-4-9220-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
290						
42361271	1	COMPOST SITE PASSES (PMT 2 OF	Invoice	04/22/2026	357.15	290-4-9220-4409
Total 13666 JOHNSON CONTROLS:					2,322.87	
KYRON CHRISTOPHERSON						
101						
April Sound Bathing	1	SOUND BATHING INSTRUCTOR 4/16/	Invoice	04/17/2026	160.00	101-4-5220-4409
Total 52369 KYRON CHRISTOPHERSON:					160.00	
LEAST SERVICES/COUNSELING						
101						
2017	1	COUNSELING, CHECK-UPS, RETAIN	Invoice	04/15/2026	800.00	101-4-2110-4319
Total 15055 LEAST SERVICES/COUNSELING:					800.00	
LYNN YOUNG						
101						
10022541326	1	PAGER TAGS	Invoice	04/13/2026	170.00	101-4-2320-4219
Total 15307 LYNN YOUNG:					170.00	
M T I DISTRIBUTING INC						
101						
1512853-00	1	PARTS #723	Invoice	04/22/2026	405.77	101-4-5110-4221
101						
1513369-00	1	PARTS #723	Invoice	04/13/2026	442.48	101-4-5110-4221
101						
1515256-00	1	PARTS #725	Invoice	04/23/2026	108.02	101-4-5110-4221
Total 24475 M T I DISTRIBUTING INC:					956.27	
MACQUEEN EQUIPMENT LLC						
101						
P14160	1	PART - LADDER 1	Invoice	04/23/2026	23.95	101-4-2320-4221
101						
P63497	1	COMPRESSOR	Invoice	03/03/2026	29,975.97	101-4-2320-4560
Total 24576 MACQUEEN EQUIPMENT LLC:					29,999.92	
MACQUEEN EQUIPMENT, LLC						
101						
P71929	1	PARTS #309	Invoice	04/21/2026	3,363.23	101-4-3120-4221
101						
P72065	1	SWEEPER PARTS	Invoice	04/24/2026	343.50	101-4-3120-4221
Total 24575 MACQUEEN EQUIPMENT, LLC:					3,706.73	
MAIN STREET FAMILY SERVICES						
245						
5-04-2026 MSFS	1	SAHA ALLOCATION - PAYMENT 3	Invoice	05/04/2026	10,000.00	245-4-6100-4440
Total 52505 MAIN STREET FAMILY SERVICES:					10,000.00	
MARCO HOLDINGS LLC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
INV15162980	1	ACE365	Invoice	04/23/2026	7,193.93	101-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					7,193.93	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1730643	1	LIQUOR	Invoice	04/23/2026	836.04	603-4-9111-4251
603						
INV1730643	2	FREIGHT	Invoice	04/23/2026	20.00	603-4-9111-4332
603						
INV1730686	1	LIQUOR	Invoice	04/23/2026	315.00	603-4-9111-4251
603						
INV1730686	2	WINE	Invoice	04/23/2026	543.96	603-4-9111-4253
603						
INV1730686	3	FREIGHT	Invoice	04/23/2026	24.50	603-4-9111-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					1,739.50	
METRO PRODUCTS LLC						
101						
191359	1	SUPPLIES	Invoice	04/13/2026	52.26	101-4-3120-4219
101						
191359	2	SUPPLIES	Invoice	04/13/2026	52.26	101-4-3150-4219
101						
191359	3	SUPPLIES	Invoice	04/13/2026	52.26	101-4-5110-4219
101						
191362	1	SUPPLIES	Invoice	04/13/2026	379.88	101-4-3120-4219
101						
191362	2	SUPPLIES	Invoice	04/13/2026	379.89	101-4-3150-4219
101						
191362	3	SUPPLIES	Invoice	04/13/2026	379.89	101-4-5110-4219
Total 52382 METRO PRODUCTS LLC:					1,296.44	
MINNESOTA AMATEUR SOFTBALL						
101						
8472	1	SOFTBALLS	Invoice	04/15/2026	840.00	101-4-5220-4219
101						
8472	2	TEAM SANCTION FEE	Invoice	04/15/2026	350.00	101-4-5220-4409
Total 13583 MINNESOTA AMATEUR SOFTBALL:					1,190.00	
MN BCA						
101						
46123	1	RECERTIFICATION TRNG DMT - ZAB	Invoice	04/13/2026	75.00	101-4-2120-4331
101						
46202	1	TRAINING DMT - BOWNES - REAK	Invoice	04/17/2026	750.00	101-4-2120-4331
Total 11597 MN BCA:					825.00	
MN DEPT OF MOTOR VEHICLES						
101						
151734 - 2015 FORD	1	TAB RENEWAL VIN 1734 2015 FORD	Invoice	04/01/2026	16.25	101-4-2110-4437
101						
153917 - 2015 FORD	1	TAB RENEWAL VIN 3917 2015 FORD	Invoice	04/01/2026	16.25	101-4-2110-4437

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
631 - TRAILER	1	FOREVER TAB & REGISTRATION-129	Invoice	04/27/2026	148.50	101-4-3120-4437
Total 26190 MN DEPT OF MOTOR VEHICLES:					181.00	
MN DEPT OF PUBLIC SAFETY						
221						
80227-2026 BUYER	1	BUYERS CARD 2026 RENEWAL	Invoice	04/01/2026	20.00	221-4-5430-4437
Total 26210 MN DEPT OF PUBLIC SAFETY:					20.00	
MULTI SERVICE TECHNOLOGY						
602						
225631 - A5EF065C	1	SUPPLIES	Invoice	04/13/2026	139.98	602-4-9020-4219
Total 15178 MULTI SERVICE TECHNOLOGY:					139.98	
NAPA OF ELK RIVER, LLC						
101						
336761	1	PARTS #374	Invoice	04/14/2026	115.59	101-4-3120-4221
101						
337734	1	PARTS #309	Invoice	04/21/2026	35.80	101-4-3120-4221
Total 52338 NAPA OF ELK RIVER, LLC:					151.39	
OCCUPATIONAL HEALTH CENTERS						
101						
104384700	1	PRE-EMPLOY EXAM - DALY	Invoice	04/08/2026	826.00	101-4-2110-4319
Total 13789 OCCUPATIONAL HEALTH CENTERS:					826.00	
PDCM/SCSU-RANGE						
101						
337900-12727	1	DRIVING TRAINING / EVAL NORBER	Invoice	04/17/2026	750.00	101-4-2120-4331
Total 26394 PDCM/SCSU-RANGE:					750.00	
PHILLIPS WINE & SPIRITS CO						
603						
5157190	1	FREIGHT	Invoice	04/15/2026	1.79	603-4-9151-4332
603						
5157190	2	LIQUOR	Invoice	04/15/2026	47.25	603-4-9151-4251
603						
5157191	1	FREIGHT	Invoice	04/15/2026	12.53	603-4-9151-4332
603						
5157191	2	WINE	Invoice	04/15/2026	588.00	603-4-9151-4253
603						
5157192	1	LIQUOR	Invoice	04/15/2026	610.90	603-4-9111-4251
603						
5157192	2	FREIGHT	Invoice	04/15/2026	8.85	603-4-9111-4332
603						
5157193	1	WINE	Invoice	04/15/2026	4,291.00	603-4-9111-4253
603						
5157193	2	FREIGHT	Invoice	04/15/2026	92.04	603-4-9111-4332
603						
5157194	1	POP/MISC	Invoice	04/15/2026	41.50	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5157194	2	FREIGHT	Invoice	04/15/2026	.50	603-4-9111-4332
603						
5157195	1	FREIGHT	Invoice	04/15/2026	7.16	603-4-9151-4332
603						
5157195	2	LIQUOR	Invoice	04/15/2026	975.89	603-4-9151-4251
603						
5157196	1	FREIGHT	Invoice	04/15/2026	32.22	603-4-9151-4332
603						
5157196	2	WINE	Invoice	04/15/2026	788.45	603-4-9151-4253
603						
5157197	1	FREIGHT	Invoice	04/15/2026	8.95	603-4-9151-4332
603						
5157197	2	POP/MISC	Invoice	04/15/2026	83.85	603-4-9151-4255
603						
5160799	1	LIQUOR	Invoice	04/22/2026	80.00	603-4-9151-4251
603						
5160799	2	FREIGHT	Invoice	04/22/2026	1.79	603-4-9151-4332
603						
5160800	1	POP/MISC	Invoice	04/22/2026	166.00	603-4-9151-4255
603						
5160800	2	FREIGHT	Invoice	04/22/2026	2.00	603-4-9151-4332
603						
5162648	1	LIQUOR	Invoice	04/24/2026	8,267.50	603-4-9111-4251
603						
5162648	2	FREIGHT	Invoice	04/24/2026	123.90	603-4-9111-4332
603						
5162649	1	WINE	Invoice	04/24/2026	493.75	603-4-9111-4253
603						
5162649	2	FREIGHT	Invoice	04/24/2026	19.47	603-4-9111-4332
603						
5162650	1	POP/MISC	Invoice	04/24/2026	941.25	603-4-9111-4255
603						
5162650	2	FREIGHT	Invoice	04/24/2026	39.06	603-4-9111-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					17,725.60	
PITNEY BOWES INC						
101						
1029268693	1	POSTAGE MACHINE SUPPLIES	Invoice	04/09/2026	273.87	101-4-1210-4201
Total 15282 PITNEY BOWES INC:					273.87	
PLAISTED COMPANIES INC						
101						
93899	1	SUPPLIES-RED BALL DIAMOND AGG	Invoice	04/18/2026	1,545.20	101-4-5110-4219
Total 29845 PLAISTED COMPANIES INC:					1,545.20	
PRYES BREWING COMPANY LLC						
603						
W-120671	1	BEER	Invoice	04/23/2026	753.00	603-4-9111-4252
Total 52318 PRYES BREWING COMPANY LLC:					753.00	
RAFTERS BREWING LLC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
IN-8617	1	BEER	Invoice	04/21/2026	352.00	603-4-9111-4252
603						
IN-8617	2	THC PRODUCTS	Invoice	04/21/2026	167.40	603-4-9111-4256
Total 52504 RAFTERS BREWING LLC:					519.40	
RDO EQUIPMENT CO						
101						
P2481314	1	PARTS #723	Invoice	04/14/2026	448.02	101-4-5110-4221
Total 30678 RDO EQUIPMENT CO:					448.02	
RED BULL DISTRIBUTION COM						
603						
5022573434	1	POP/MISC	Invoice	04/22/2026	374.57	603-4-9151-4255
Total 12944 RED BULL DISTRIBUTION COM:					374.57	
REINDERS INC						
101						
3415557-00	1	ATHLETIC FIELD SUPPLIES	Invoice	04/15/2026	1,215.00	101-4-5110-4219
Total 12498 REINDERS INC:					1,215.00	
RINK-TEC INTERNATIONAL INC						
221						
6568	1	REPAIR BEARINGS IN AMMONIA PU	Invoice	04/13/2026	1,602.11	221-4-5400-4401
221						
6577	1	PUMP REPAIR AND REBUILD- RINK 1	Invoice	04/21/2026	5,537.60	221-4-5400-4401
Total 14686 RINK-TEC INTERNATIONAL INC:					7,139.71	
SECURITY & FIRE PARTNERS						
602						
29851	1	FIRE ALARM INSPECTION	Invoice	04/15/2026	317.98	602-4-9020-4404
602						
29852	1	FIRE MONITORING SVC	Invoice	04/15/2026	268.99	602-4-9020-4404
Total 13171 SECURITY & FIRE PARTNERS:					586.97	
SHERWIN-WILLIAMS						
603						
96587145960426	1	PAINT - WB	Invoice	04/23/2026	81.95	603-4-9152-4404
Total 32280 SHERWIN-WILLIAMS:					81.95	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2747277	1	FREIGHT	Invoice	04/16/2026	2.56	603-4-9151-4332
603						
2747278	1	FREIGHT	Invoice	04/16/2026	1.28	603-4-9151-4332
603						
2747278	2	LIQUOR	Invoice	04/16/2026	314.98	603-4-9151-4251
603						
2747279	1	FREIGHT	Invoice	04/16/2026	44.37	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2747279	2	LIQUOR	Invoice	04/16/2026	4,793.05	603-4-9151-4251
603						
2747280	1	FREIGHT	Invoice	04/16/2026	20.91	603-4-9151-4332
603						
2747280	2	WINE	Invoice	04/16/2026	1,221.64	603-4-9151-4253
603						
2749942	1	LIQUOR	Invoice	04/23/2026	5,926.50	603-4-9151-4251
603						
2749942	2	FREIGHT	Invoice	04/23/2026	52.69	603-4-9151-4332
603						
2749943	1	WINE	Invoice	04/23/2026	1,326.88	603-4-9151-4253
603						
2749943	2	FREIGHT	Invoice	04/23/2026	23.25	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					13,728.11	
603						
2747272	1	FREIGHT	Invoice	04/16/2026	1.25	603-4-9111-4332
603						
2747273	1	LIQUOR	Invoice	04/16/2026	314.98	603-4-9111-4251
603						
2747273	2	FREIGHT	Invoice	04/16/2026	1.25	603-4-9111-4332
603						
2747274	1	LIQUOR	Invoice	04/16/2026	675.00	603-4-9111-4251
603						
2747274	2	FREIGHT	Invoice	04/16/2026	3.75	603-4-9111-4332
603						
2747275	1	LIQUOR	Invoice	04/16/2026	2,945.83	603-4-9111-4251
603						
2747275	2	FREIGHT	Invoice	04/16/2026	52.50	603-4-9111-4332
603						
2747276	1	WINE	Invoice	04/16/2026	2,680.33	603-4-9111-4253
603						
2747276	2	FREIGHT	Invoice	04/16/2026	35.42	603-4-9111-4332
603						
2749939	1	LIQUOR	Invoice	04/23/2026	10,697.85	603-4-9111-4251
603						
2749939	2	FREIGHT	Invoice	04/23/2026	109.58	603-4-9111-4332
603						
2749940	1	WINE	Invoice	04/23/2026	4,153.26	603-4-9111-4253
603						
2749940	2	FREIGHT	Invoice	04/23/2026	69.27	603-4-9111-4332
603						
2749941	1	FREIGHT	Invoice	04/23/2026	1.25	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					21,741.52	
SPEEDCUTTERS OUTDOOR MAINT LLC						
101						
31097	1	MOWING & FERTILIZER - RIVERS ED	Invoice	04/15/2026	395.95	101-4-5110-4409
101						
31097	2	MOWING & FERTILIZER - FIRE STATI	Invoice	04/15/2026	223.57	101-4-2310-4401
101						
31097	3	MOWING & FERTILIZER - PUBLIC SA	Invoice	04/15/2026	780.87	101-4-2190-4401
101						
31097	4	MOWING & FERTILIZER - PUBLIC W	Invoice	04/15/2026	1,626.82	101-4-5110-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
31097	5	MOWING & FERTILIZER - FIRE STATI	Invoice	04/15/2026	779.22	101-4-2310-4401
101						
31097	6	MOWING & FERTILIZER - CITY HALL	Invoice	04/15/2026	596.83	101-4-1600-4401
101						
31097	7	MOWING & FERTILIZER - JACKSON	Invoice	04/15/2026	223.58	101-4-1600-4401
211						
31097	8	MOWING & FERTILIZER - LIBRARY	Invoice	04/15/2026	666.07	211-4-5600-4409
603						
31099	1	MOWING & FERTILIZER - APR	Invoice	04/15/2026	587.55	603-4-9112-4404
603						
31099	2	MOWING & FERTILIZER - APR	Invoice	04/15/2026	576.38	603-4-9152-4404
Total 11661 SPEEDCUTTERS OUTDOOR MAINT LLC:					6,456.84	
SUMMER LAKES BEVERAGE LLC						
603						
12256	1	POP/MISC	Invoice	04/21/2026	362.25	603-4-9151-4255
603						
12257	1	POP/MISC	Invoice	04/21/2026	414.00	603-4-9111-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					776.25	
SUMMIT COMPANIES						
221						
4047510	1	REPAIR SPRINKLER PIPE	Invoice	04/27/2026	632.45	221-4-5400-4401
Total 33444 SUMMIT COMPANIES:					632.45	
SUPERIOR CAPITAL HOLDINGS						
101						
2605188	1	PAGER REPAIR	Invoice	04/16/2026	165.38	101-4-2320-4404
Total 15211 SUPERIOR CAPITAL HOLDINGS:					165.38	
SYSCO MINNESOTA INC						
221						
647537068	1	CONCESSIONS FOOD	Invoice	04/21/2026	417.05	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					417.05	
THE AMERICAN BOTTLING CO						
603						
4847909588	1	POP/MISC	Invoice	04/20/2026	393.51	603-4-9151-4255
603						
4847909589	1	POP/MISC CREDIT	Invoice	04/20/2026	403.50-	603-4-9151-4255
603						
4847909615	1	POP/MISC	Invoice	04/21/2026	257.21	603-4-9111-4255
Total 10415 THE AMERICAN BOTTLING CO:					247.22	
THE UPS STORE #5093						
101						
34417	1	DELIVERY CHGS	Invoice	04/20/2026	15.16	101-4-2310-4322
Total 35549 THE UPS STORE #5093:					15.16	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
THE WINE COMPANY						
603						
439524	1	LIQUOR	Invoice	04/24/2026	333.33	603-4-9111-4251
603						
439524	2	WINE	Invoice	04/24/2026	248.00	603-4-9111-4253
603						
439524	3	FREIGHT	Invoice	04/24/2026	17.00	603-4-9111-4332
Total 36423 THE WINE COMPANY:					598.33	
TOWMASTER						
101						
90006720	1	PARTS #U040	Invoice	04/21/2026	821.72	101-4-3150-4221
Total 10237 TOWMASTER:					821.72	
TWENTY4SEVEN FIRE & SEC CORP						
101						
8697	1	ALARM REPAIRS	Invoice	04/24/2026	947.70	101-4-3120-4401
Total 14878 TWENTY4SEVEN FIRE & SEC CORP:					947.70	
UKG INC.						
101						
I01100179595	1	UKG MARCH OVERAGE	Invoice	04/16/2026	1,938.89	101-4-1220-4404
Total 12920 UKG INC.:					1,938.89	
URBAN GROWLER BREWING COMPANY, LLC						
603						
E-42864	1	BEER	Invoice	04/24/2026	261.00	603-4-9151-4252
Total 52364 URBAN GROWLER BREWING COMPANY, LLC:					261.00	
US FOODS, INC						
221						
3627803	1	KITCHEN SUPPLIES	Invoice	04/16/2026	48.18	221-4-5430-4219
221						
3627807	1	KITCHEN SUPPLIES	Invoice	04/16/2026	36.42	221-4-5430-4219
221						
3635304	1	SUPPLIES - DISPOSABLE GLOVES	Invoice	04/17/2026	59.69	221-4-5430-4219
221						
3635304	2	CATERING/CONCESSIONS FOOD &	Invoice	04/17/2026	920.26	221-4-5430-4259
221						
3668787	1	KITCHEN SUPPLIES	Invoice	04/17/2026	19.59	221-4-5430-4219
221						
3838007	1	CATERING/CONCESSIONS FOOD &	Invoice	04/24/2026	2,153.47	221-4-5430-4259
221						
5934161	1	SUPPLIES CREDIT	Invoice	04/06/2026	129.19-	221-4-5430-4219
Total 52522 US FOODS, INC:					3,108.42	
VESTIS GROUP INC						
221						
2500962216	1	CONCESSIONS - LINENS	Invoice	04/16/2026	29.76	221-4-5430-4219
221						
2500962217	1	LOBBY RUGS	Invoice	04/16/2026	21.56	221-4-5400-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
2500966843	1	CONCESSIONS - LINENS	Invoice	04/22/2026	29.76	221-4-5430-4219
221						
2500966844	1	LOBBY RUGS	Invoice	04/22/2026	21.56	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					102.64	
VIKING COCA-COLA CO						
603						
3914617	1	POP/MISC	Invoice	04/16/2026	517.60	603-4-9151-4255
603						
3914618	1	POP/MISC CREDIT	Invoice	04/16/2026	8.55-	603-4-9151-4255
603						
3914688	1	POP/MISC	Invoice	04/24/2026	1,074.40	603-4-9151-4255
Total 35725 VIKING COCA-COLA CO:					1,583.45	
VINOCOPIA						
603						
373998-IN CR	1	WINE CREDIT	Invoice	04/16/2026	480.00-	603-4-9111-4253
603						
373998-IN CR	2	FREIGHT CREDIT	Invoice	04/16/2026	10.00-	603-4-9111-4332
603						
393712-IN	1	LIQUOR	Invoice	04/22/2026	96.00	603-4-9111-4251
603						
393712-IN	2	WINE	Invoice	04/22/2026	416.00	603-4-9111-4253
603						
393712-IN	3	FREIGHT	Invoice	04/22/2026	12.50	603-4-9111-4332
Total 35763 VINOCOPIA:					34.50	
WASTE MANAGEMENT CORP SVCS						
605						
50500-1706-9	1	GARBAGE TIPPING FEES 4/01-4/15/2	Invoice	04/16/2026	32,672.40	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					32,672.40	
WEBB & GERRITSEN MN LLC						
221						
157422	1	CANDY	Invoice	04/24/2026	235.11	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					235.11	
WINEBOW						
603						
MN00182396	1	LIQUOR	Invoice	04/17/2026	697.50	603-4-9111-4251
603						
MN00182396	2	WINE	Invoice	04/17/2026	588.00	603-4-9111-4253
603						
MN00182396	3	FREIGHT	Invoice	04/17/2026	4.00	603-4-9111-4332
Total 14002 WINEBOW:					1,289.50	
WRUCK SEWER & PORTABLE RENTAL						
101						
I33407	1	PORTABLE RENTALS-TRAINING EVE	Invoice	04/24/2026	218.40	101-4-2320-4331

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					218.40	
Total :					556,223.67	
Grand Totals:					556,223.67	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1110-4359	360.00	.00	360.00
101-4-1120-4226	135.00	.00	135.00
101-4-1210-4201	273.87	.00	273.87
101-4-1210-4321	90.00	.00	90.00
101-4-1220-4201	278.40	.00	278.40
101-4-1220-4404	1,938.89	.00	1,938.89
101-4-1310-4433	1,024.00	.00	1,024.00
101-4-1350-4219	52.02	.00	52.02
101-4-1350-4331	29.99	.00	29.99
101-4-1350-4404	7,193.93	.00	7,193.93
101-4-1510-4359	72.00	.00	72.00
101-4-1600-4219	3,073.15	96.00-	2,977.15
101-4-1600-4389	3,296.69	.00	3,296.69
101-4-1600-4401	3,301.10	.00	3,301.10
101-4-2110-4319	1,709.00	.00	1,709.00
101-4-2110-4437	48.75	.00	48.75
101-4-2120-4219	218.99	.00	218.99
101-4-2120-4221	479.00	.00	479.00
101-4-2120-4331	1,575.00	.00	1,575.00
101-4-2130-4331	2,221.81	.00	2,221.81
101-4-2150-4409	744.00	.00	744.00
101-4-2150-4433	40.00	.00	40.00
101-4-2190-4389	7,524.04	.00	7,524.04
101-4-2190-4401	910.87	.00	910.87
101-4-2310-4217	391.89	.00	391.89
101-4-2310-4322	15.16	.00	15.16
101-4-2310-4359	281.45	.00	281.45
101-4-2310-4389	821.22	.00	821.22
101-4-2310-4401	1,055.29	.00	1,055.29
101-4-2320-4217	955.75	.00	955.75
101-4-2320-4219	189.97	.00	189.97
101-4-2320-4221	439.44	.00	439.44
101-4-2320-4331	218.40	.00	218.40
101-4-2320-4404	165.38	.00	165.38
101-4-2320-4560	29,975.97	.00	29,975.97
101-4-2330-4389	375.15	.00	375.15
101-4-3120-4217	295.00	.00	295.00
101-4-3120-4219	714.32	19.32-	695.00
101-4-3120-4221	5,449.09	.00	5,449.09
101-4-3120-4226	94.95	.00	94.95
101-4-3120-4389	3,511.48	.00	3,511.48
101-4-3120-4401	3,120.78	.00	3,120.78
101-4-3120-4409	1,453.77	.00	1,453.77

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-3120-4437	148.50	.00	148.50
101-4-3150-4219	700.76	.00	700.76
101-4-3150-4221	975.50	.00	975.50
101-4-5110-4217	103.00	.00	103.00
101-4-5110-4219	6,896.13	.00	6,896.13
101-4-5110-4221	1,454.00	.00	1,454.00
101-4-5110-4389	2,304.36	.00	2,304.36
101-4-5110-4409	8,224.63	.00	8,224.63
101-4-5110-4415	87.30	.00	87.30
101-4-5210-4349	552.16	.00	552.16
101-4-5220-4219	1,254.90	.00	1,254.90
101-4-5220-4409	7,440.00	.00	7,440.00
101-4-5230-4219	36.99	.00	36.99
101-4-5510-4219	295.68	.00	295.68
101-4-5510-4409	2,160.00	.00	2,160.00
211-4-5600-4389	2,753.07	.00	2,753.07
211-4-5600-4401	82.50	.00	82.50
211-4-5600-4409	1,166.07	.00	1,166.07
221-4-5400-4219	3,119.43	.00	3,119.43
221-4-5400-4319	23,000.00	.00	23,000.00
221-4-5400-4359	49.00	.00	49.00
221-4-5400-4389	25,775.29	.00	25,775.29
221-4-5400-4401	7,897.16	.00	7,897.16
221-4-5430-4219	1,191.53	129.19-	1,062.34
221-4-5430-4251	1,039.60	.00	1,039.60
221-4-5430-4252	347.55	.00	347.55
221-4-5430-4259	3,791.39	.00	3,791.39
221-4-5430-4437	20.00	.00	20.00
225-4-8546-4303	1,014.00	.00	1,014.00
228-4-7000-4219	580.00	.00	580.00
245-4-6100-4440	10,000.00	.00	10,000.00
290-4-9220-4409	2,322.87	.00	2,322.87
294-4-2220-4440	27.00	.00	27.00
294-4-2230-4219	27.00	.00	27.00
401-4-8220-4303	20,376.50	.00	20,376.50
403-4-8440-4303	1,781.50	.00	1,781.50
403-4-8450-4303	16,903.00	.00	16,903.00
406-4-8050-4303	1,312.00	.00	1,312.00
440-4-5110-4219	29.99	.00	29.99
602-4-9010-4321	181.47	.00	181.47
602-4-9020-4219	895.58	.00	895.58
602-4-9020-4389	27,374.54	.00	27,374.54
602-4-9020-4404	586.97	.00	586.97
602-4-9020-4417	164.33	.00	164.33
602-4-9050-4389	5,017.46	.00	5,017.46
603-4-9111-4251	61,746.12	69.60-	61,676.52
603-4-9111-4252	65,918.00	1,007.00-	64,911.00
603-4-9111-4253	17,266.59	513.33-	16,753.26
603-4-9111-4255	3,943.19	20.00-	3,923.19
603-4-9111-4256	3,339.68	.00	3,339.68
603-4-9111-4332	1,169.69	11.45-	1,158.24
603-4-9112-4217	176.50	.00	176.50
603-4-9112-4219	191.39	.00	191.39
603-4-9112-4404	717.63	.00	717.63
603-4-9151-4251	33,171.93	464.74-	32,707.19

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
603-4-9151-4252	44,752.30	1,716.94-	43,035.36
603-4-9151-4253	7,180.55	.00	7,180.55
603-4-9151-4255	4,598.44	412.05-	4,186.39
603-4-9151-4256	2,778.66	.00	2,778.66
603-4-9151-4332	485.47	.00	485.47
603-4-9152-4217	325.00	.00	325.00
603-4-9152-4219	96.59	.00	96.59
603-4-9152-4389	1,841.40	.00	1,841.40
603-4-9152-4404	736.09	.00	736.09
605-4-9210-4384	32,672.40	.00	32,672.40
Grand Totals:	560,683.29	4,459.62-	556,223.67

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	560,683.29	4,459.62-	556,223.67
Grand Totals:	560,683.29	4,459.62-	556,223.67

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
132232										
04/26	04/23/2026	132232	33219	STERLING TROPHY	36727	101-4-2160-4219	.00	7.25	7.25	1
Total 132232:							.00		7.25	
132233										
04/26	04/23/2026	132233	34928	TWIN CITY HARDWARE	PSI2389001	211-4-5600-4401	.00	296.25	296.25	1
Total 132233:							.00		296.25	
132234										
04/26	04/23/2026	132234	12917	ANOKA RAMSEY COMM COLLEGE	1361535	101-4-2160-4331	.00	150.00	150.00	1
04/26	04/23/2026	132234	12917	ANOKA RAMSEY COMM COLLEGE	1361536	101-4-2160-4331	.00	150.00	150.00	1
Total 132234:							.00		300.00	
132235										
04/26	04/23/2026	132235	17420	CASH	4-17-26 CLEA	999-1000	.00	200.00	200.00	1
Total 132235:							.00		200.00	
132236										
04/26	04/23/2026	132236	14425	COLLINS BROTHERS TOWING	126093	294-4-2210-4440	.00	172.60	172.60	1
Total 132236:							.00		172.60	
132237										
04/26	04/23/2026	132237	52423	JANE HELGESTAD	2034	101-4-5510-4409	.00	300.00	300.00	1
Total 132237:							.00		300.00	
132238										
04/26	04/23/2026	132238	22775	JOHNSON BROS LIQUOR	1029303	603-4-9111-4332	.00	5,403.00	5,403.00	1
04/26	04/23/2026	132238	22775	JOHNSON BROS LIQUOR	1029304	603-4-9111-4332	.00	1,134.48	1,134.48	1
Total 132238:							.00		6,537.48	
132239										
04/26	04/23/2026	132239	14954	OFFICE OF MNIT SERVICES	DV26030462	101-4-1350-4404	.00	202.00	202.00	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 132239:							.00		202.00	
132240										
04/26	04/23/2026	132240	32650	SNAP-ON INDUSTRIAL	ARV/6772017	101-4-3150-4219	.00	43.90	43.90	1
04/26	04/23/2026	132240	32650	SNAP-ON INDUSTRIAL	ARV/6772856	101-4-3150-4219	.00	43.90	43.90	1
Total 132240:							.00		87.80	
132241										
04/26	04/23/2026	132241	13048	STEP SAVER INC	194804	101-4-2310-4219	.00	109.50	109.50	1
Total 132241:							.00		109.50	
132242										
04/26	04/23/2026	132242	13946	T-MOBILE	965639928 04	221-4-5400-4321	.00	975.23	975.23	1
Total 132242:							.00		975.23	
132243										
04/26	04/23/2026	132243	52626	WILLIAM GUSTAFSON	04172026	290-3-9220-3474	.00	25.00	25.00	1
Total 132243:							.00		25.00	
1009619										
04/26	04/24/2026	1009619	13706	AMAZON CAPITAL SERVICES	19WK-VPCW-	101-4-1350-4219	.00	267.31	267.31	1
Total 1009619:							.00		267.31	
1009620										
04/26	04/24/2026	1009620	12076	CAMPBELL KNUTSON P.A.	3237G MAR 2	821-2200	.00	7,363.53	7,363.53	1
Total 1009620:							.00		7,363.53	
1009621										
04/26	04/24/2026	1009621	52555	LENOVO INC	6474778831	411-4-1350-4219	.00	6,959.94	6,959.94	1
04/26	04/24/2026	1009621	52555	LENOVO INC	6474987685	411-4-1350-4219	.00	959.94	959.94	1
04/26	04/24/2026	1009621	52555	LENOVO INC	6475002786	411-4-1350-4219	.00	3,413.40	3,413.40	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1009621:							.00		11,333.28	
1009622										
04/26	04/24/2026	1009622	25145	MENARDS - ELK RIVER	3-31-26	101-4-5220-4219	.00	2,867.04	2,867.04	1
Total 1009622:							.00		2,867.04	
1009623										
04/26	04/24/2026	1009623	14833	MERRICK INC	INV2691	228-4-7000-4409	.00	216.00	216.00	1
Total 1009623:							.00		216.00	
1009624										
04/26	04/24/2026	1009624	35313	UNITED PARCEL SERVICE	2116855108	101-4-2310-4322	.00	48.07	48.07	1
Total 1009624:							.00		48.07	
Grand Totals:							.00		31,308.34	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	.00	10,924.35-	10,924.35-
101-4-1110-4321	67.24	.00	67.24
101-4-1120-4321	34.65	.00	34.65
101-4-1350-4219	267.31	.00	267.31
101-4-1350-4404	202.00	.00	202.00
101-4-1400-4304	7,249.53	.00	7,249.53
101-4-1600-4219	186.23	.00	186.23
101-4-1600-4321	108.99	.00	108.99
101-4-2110-4321	114.80	.00	114.80
101-4-2160-4219	7.25	.00	7.25
101-4-2160-4331	300.00	.00	300.00
101-4-2190-4219	110.92	.00	110.92
101-4-2310-4219	180.96	.00	180.96

GL Account	Debit	Credit	Proof
101-4-2310-4322	48.07	.00	48.07
101-4-2410-4321	57.81	.00	57.81
101-4-2420-4321	44.05	.00	44.05
101-4-3120-4219	94.38	.00	94.38
101-4-3120-4321	74.34	.00	74.34
101-4-3150-4219	151.19	.00	151.19
101-4-3150-4321	24.78	.00	24.78
101-4-3300-4321	19.27	.00	19.27
101-4-5110-4219	1,001.99	.00	1,001.99
101-4-5110-4321	59.43	.00	59.43
101-4-5210-4321	154.93	.00	154.93
101-4-5220-4219	39.45	.00	39.45
101-4-5510-4321	24.78	.00	24.78
101-4-5510-4409	300.00	.00	300.00
211-2020	.00	296.25-	296.25-
211-4-5600-4401	296.25	.00	296.25
221-2020	.00	343.26-	343.26-
221-4-5400-4219	284.84	.00	284.84
221-4-5400-4321	58.42	.00	58.42
228-2020	.00	216.00-	216.00-
228-4-7000-4409	216.00	.00	216.00
290-2020	.00	25.00-	25.00-
290-3-9220-3474	25.00	.00	25.00
294-2020	.00	172.60-	172.60-
294-4-2210-4440	172.60	.00	172.60
411-2020	.00	11,333.28-	11,333.28-
411-4-1350-4219	11,333.28	.00	11,333.28
602-2020	.00	1,117.42-	1,117.42-
602-4-9010-4321	103.04	.00	103.04
602-4-9020-4219	1,014.38	.00	1,014.38
603-2020	.00	6,566.18-	6,566.18-
603-4-9111-4251	5,316.00	.00	5,316.00
603-4-9111-4253	1,113.60	.00	1,113.60
603-4-9111-4332	107.88	.00	107.88
603-4-9152-4321	28.70	.00	28.70
821-2020	.00	114.00-	114.00-
821-2200	114.00	.00	114.00
999-1000	200.00	.00	200.00
999-2020	.00	200.00-	200.00-

GL Account	Debit	Credit	Proof
Grand Totals:	31,308.34	31,308.34-	.00

Dated: ______________________________

Mayor: ______________________________

City Council: ______________________________

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City Recorder: ______________________________

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
420202620										
04/26	04/20/2026	420202620	26275	MN DEPT OF REVENUE	MAR 26 FUEL	101-4-3120-4212	.00	810.11	810.11	1
Total 420202620:							.00		810.11	
420202621										
04/26	04/20/2026	420202621	26300	MN DEPT. OF REVENUE	MAR 26 SALE	101-2080	.00	76,240.00	76,240.00	1
Total 420202621:							.00		76,240.00	
Grand Totals:							.00		77,050.11	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	.00	2,297.67-	2,297.67-
101-2080	1,490.55	.00	1,490.55
101-3-0000-3417	14.28	.00	14.28
101-4-3120-4212	792.84	.00	792.84
221-2020	.00	6,570.43-	6,570.43-
221-2080	6,570.43	.00	6,570.43
602-2020	.00	17.27-	17.27-
602-4-9050-4212	17.27	.00	17.27
603-2020	.00	68,164.74-	68,164.74-
603-2080	67,958.05	.00	67,958.05
603-4-9112-4219	141.77	.00	141.77
603-4-9112-4349	.23	.00	.23
603-4-9112-4404	28.08	.00	28.08
603-4-9152-4219	8.60	.00	8.60
603-4-9152-4349	.23	.00	.23
603-4-9152-4404	27.78	.00	27.78
Grand Totals:	77,050.11	77,050.11-	.00

Request for Action

To
City Council

Item Number
4.3

Meeting Date
May 4, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Resolution 26-33: Premises Permit for Zimmerman Livonia Fire Relief Association

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Adopt Resolution 26-33 approving a premises permit for Zimmerman Livonia Fire Relief Association

Background/Discussion
Zimmerman Livonia Fire Relief Association applied to conduct gambling at Elk River Extreme Motor Park, 11591 217th Ave NW.

They have obtained a local office site as per the requirements.

The Gambling Control Board requires the local unit of government where the premises are located to approve the request by resolution before the applicant can submit their application to the Gambling Control Board.

Financial Impact
None

Mission/Policy/Goal
The City of Elk River Mission Statement

Attachments
1. RES 26-33 Zimmerman Fire Relief Premises Permit ERX

The Elk River Vision

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

City of Elk River
City Council

Resolution 26-33

A Resolution of the City Council of the City of Elk River Approving Premises Permit

WHEREAS, the City Council of the City of Elk River allows gambling licenses to be issued within the city.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** the Zimmerman Livonia Fire Relief Association for a premises permit at the Elk River Extreme Motor Park, 11591 217th Ave NW, is hereby approved.

Passed and adopted this 4th day of May 2026.

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John J. Dietz, Mayor

ATTEST:

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Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
4.4

Meeting Date
May 4, 2026

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Resolution 26-34: Variance Request for Parking Orientation Setbacks in Downtown

Reviewed by
Justin Femrite
Cal Portner
Justin Dunford

Action Requested
Adopt, by motion, Resolution 26-34 detailing the proposed variance request on Main Street NW (MSA Route 113).

Background/Discussion
The proposed parking orientation within the downtown area has been an important topic of discussion as we plan for the anticipated 2027 reconstruction project. At this time, the current Minnesota State Aid rules require a 14-foot distance between angled parking stalls and the adjacent travel lane.

Instead of awaiting a potential future rule change (or if said rule does not change), staff recommends pursuing a variance request to allow for a reduction of the buffer distance from 14 feet to 7 feet. This approach would enable the city to continue exploring a context-sensitive parking configuration that better supports the needs and character of the downtown area and increases sidewalk widths. The variance request is planned for consideration at the upcoming Variance Committee meeting on June 25, 2026.

Financial Impact
N/A

Mission/Policy/Goal
Reflect the culture of citizens and what is important.

Attachments
1. Resolution 26-34 Downtown Parking Variance Request

City of Elk River
City Council

Resolution 26-34

A Resolution of the City Council of the City of Elk River Requesting a Variance from Standard for State Aid Operation for Main Street NW (MSA Route 113)

WHEREAS, the City of Elk River is preparing plans for the reconstruction of Main Street NW (MSA Route 113) from Lowell Ave to Trunk Highway 10; and

WHEREAS, Minnesota Rules for State Aid Operation 8820.9961 (Minimum Design Standards for 45-Degree and 60-Degree Pull-in Diagonal Parking) requires the minimum distance between traffic lane and parking stall for 45-degree parking angle to be 14 feet for roads with present ADT greater than or equal to 3000 vehicles per day; and

WHEREAS, the requested variance of reducing the buffer to 7 feet maintains the intent of safe and functional vehicular circulation while adapting dimensional standards to the realities of a constrained, low-speed downtown environment; and

WHEREAS, the reduced buffer will not create adverse impacts and, in fact, supports pedestrian-oriented design, efficient land use, and context-sensitive planning principles.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** The City Council does hereby request a variance from the Minnesota Department of Transportation State Aid Operations Rules Chapter 8820.9961 Minimum Design Standards for 45-Degree and 60-Degree Pull-in Diagonal Parking to allow a 7-foot distance between traffic lane and parking stall in lieu of a 14-foot distance for a 45-degree parking angle and street greater than or equal to 3000 ADT. The City Council hereby indemnifies, saves and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of Downtown Reconstruction Project in accordance with Minnesota Rules 8820.9961 and further agrees to defend at their sole cost and expense any action or proceeding commenced for the purpose of asserting any claims arising as a result of the granting this variance.

Passed and adopted this 4th day of May 2026.

____

John J. Dietz, Mayor

ATTEST:

Justin Dunford, City Clerk

City of Elk River

Request for Action

To
City Council

Item Number
4.5

Meeting Date
May 4, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Resolution 26-35: Premises Permit for Eagles Club

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Adopt Resolution 26-35 approving a premises permit for the Eagles Club.

Background/Discussion
The Eagles Club applied to conduct gambling at Mucho Loco, 19112 Freeport Ave NW.

The Gambling Control Board requires the local unit of government where the premises are located to approve the request by resolution before the applicant can submit their application to the Gambling Control Board.

Financial Impact
None

Mission/Policy/Goal
The City of Elk River Mission Statement

Attachments
1. RES 26-35 Eagles Club Premises Permit

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 of Elk River
City Council

Resolution 26-35

A Resolution of the City Council of the City of Elk River Approving Premises Permit

WHEREAS, the City Council of the City of Elk River allows gambling licenses to be issued within the city.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** the Eagles Club for a premises permit at Mucho Loco, 19112 Freeport Ave NW, is hereby approved.

Passed and adopted this 4th day of May 2026.

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John J. Dietz, Mayor

ATTEST:

____
Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
4.6

Meeting Date
May 4, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary Liquor License: Elk River Rotary Club

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, a Temporary On-Sale Liquor License to the Elk River Rotary Club for the Taste of Elk River event scheduled for August 13, 2026, with the condition that wristband control is required for patrons 21 and older, and a recommendation that alcohol should be confined to an area enclosed by a fence with secured, controlled access.

Background/Discussion
The Elk River Rotary Club has applied for a Temporary On-Sale Liquor License in connection with the Taste of Elk River event at the Furniture and Things Community Event Center, 1000 School Street.

All application materials have been submitted and reviewed. Once the Council approves, the license will be sent to the state for approval and issuance.

Financial Impact
N/A

Mission/Policy/Goal
The City of Elk River Mission Statement.

Attachments
None

Request for Action

To
City Council

Item Number
4.7

Meeting Date
May 4, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Resolution 26-36: Resolution of Support for Vireo Health

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, a resolution of support for Vireo Health pertaining to proposed legislation impacting the size of their planned operation.

Background/Discussion
Vireo Health currently holds a license from the State of Minnesota to grow cannabis for medical use. They are in the process of building out the former GRE Waste Processing Facility to expand their cannabis cultivation operation. They have invested a significant amount of funds to meet city code, ensure power supply, security requirements, and fire suppression. The planned scale of their operation from the onset was in compliance with the state law for the grow license and met the desire for a successful operation.

Recently, bills were submitted in the legislature that would significantly decrease the legal size of the operation, which would create uncertainty in their operation. Further, it would decrease the economic impacts of the operation for job creation in Elk River.

Vireo representatives have requested a letter of support from the City Council to support their planned operation.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
1. Resolution 26-36: Vireo Health Support

City of Elk River
City Council

Resolution 26-36

A Resolution of the City Council of the City of Elk River Supporting Vireo Health of Minnesota and Opposing Senate File 4541 / House File 4397

WHEREAS, Vireo Health of Minnesota has selected the City of Elk River as the location of a cannabis growing and processing facility that will begin operations in May of 2026; and

WHEREAS, Vireo Health of Minnesota has invested approximately $30 million dollars in refurbishing and improving a previously long-abandoned industrial site in the City; and

WHEREAS, this facility will create approximately 100 full-time, high-quality, family-sustaining jobs; and

WHEREAS, this facility will support ancillary jobs and commerce within the City and surrounding region; and

WHEREAS, the City Council fully supports this facility and welcomes the tax base enhancement and jobs it will generate; and

WHEREAS, the Minnesota Legislature has introduced legislation that would materially and significantly negatively impact this facility; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** the City Council strongly opposes Senate File 4541 / House File 4397 and any similar legislation or bills.

Passed and adopted this 4th day of May 2026.

____
John J. Dietz, Mayor

ATTEST:

____
Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
4.8

Meeting Date
May 4, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Accountant

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the hiring of Erika Pudas to the position of Accountant, effective May 26, 2026.

Background/Discussion
The 2026 budget includes the addition of a second accountant in our finance division. We went to market in late February, received 54 applications, and interviewed eight candidates. Following a second interview, reference and background checks, staff recommends Erika Pudas for the position.

Ms. Pudas received her Bachelor's Degree in Accounting in December 2024. She worked as an intern for the City of Rogers for a year and a half and has been working as an audit assistant at Abdo since January 2024.

Ms. Pudas will start at step A for this position. All pay and benefits will be consistent with city policy.

Financial Impact
This is a budgeted position.

Mission/Policy/Goal
The Elk River Mission Statement.

Attachments
None

Request for Action

To
City Council

Item Number
6.1

Meeting Date
May 4, 2026

Prepared By
Mark Dickinson, Fire Chief

Item Description
Recognition of Mike Tietz's 22 Years of Service to the City

Reviewed by
Mark Dickinson
Cal Portner
Justin Dunford

Action Requested
Council to thank and recognize Mike Tietz for 22 years of service to our community as a member of the fire department.

Background/Discussion
Mike Tietz has been a tremendous asset to our fire department and the Elk River community. Mike has recently retired from the fire department after 22 years of dedicated service to our community.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission and VIsion

Attachments
1. Fire Retirement (20+ years)

The Elk River Vision

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

PROCLAMATION

WHEREAS, Mike Tietz has retired from the Fire Department after 22 years of service; and

WHEREAS, Mike has earned the respect and friendship of his peers, co-workers, and the Elk River community; and

WHEREAS, for his dedicated service, the City Council extends their sincere appreciation to Mike and wish him a long, happy, and healthy retirement!

THEREFORE, I, John J. Dietz, Mayor of the City of Elk River, do hereby proclaim Tuesday, June 16, 2026 as MIKE TIETZ DAY, in recognition and appreciation of the loyal and professional service provided by Mike.

Request for Action

To
City Council

Item Number
6.2

Meeting Date
May 4, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Introduction of Visitors from the International Visitor Leadership Program

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Karen Baumgaertner to introduce visitors from the U.S. Department of State International Visitor Leadership Program.

Background/Discussion
The U.S. Dept of State sponsors this program to introduce the structures and functions of the U.S. governmental system, from the federal system to local government. International leaders from Algeria, Egypt, Iraq, Jordan, Lebanon, and Tunisia will spend about two weeks meeting with local government officials and observing governing meetings.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Vision and Values

Attachments
1. Participant Bios U.S. State and Local Government

U.S. State and Local Government

A Regional Project for the Near East and North Africa

These visitors are invited to the United States under the auspices of the Department of State's International Visitor Leadership Program. Their program is arranged by World Learning.

World Learning Program Contacts:

Anthony ZAUN, (202) 431-9982, anthony.zaun@worldlearning.org
Natalia FRANCO CASTILLO, (202) 464-6478, natalia.francocastillo@worldlearning.org

Department of State Program Contacts:

Lauren MANLY, (202) 320-2960, manlyl@state.gov
Betty OSBORNE, OsborneBE@state.gov

Accompanied by:

Dalia ELSOUDANI, Interpreter
Mustafa SAYID, Interpreter

April 25 – May 9, 2026

PROFESSIONAL OBJECTIVES

The Department of State has outlined the following specific objectives for the project:

- Introduce the structures and functions of the U.S. federal system of government, with emphasis on the division of authority and responsibility between federal, state, and local governments;

- Demonstrate successful models of cooperation among state and local governments, community organizations, and the business sector;

- Examine intergovernmental cooperative organizations, such as councils of government and regional planning authorities, as well as innovative public-private partnerships that allow state and local governments to provide enhanced services, encourage economic growth, and ensure public accountability;

- Examine various models of state and local governments that demonstrate how they function in the United States and interact with the federal government; and

- Explore the role of freedom of speech in promoting transparent governance and participation in state and local government processes.

LIST OF PARTICIPANTS

Algeria	**Mohamed El Bachir BOUKACHABIA** General Director of Planning, Ministry of Public Works
Egypt	**Mohab Adel Hassan MAHMOUD** Research Associate, Al Ahram Center for Political and Strategic Studies
Egypt	**Mustafa Mohamed Salah MOHAMED** Founder and Executive Director, Shams Center for Strategic Consulting and Research
Iraq	**AYA ALHAKIM** Assistant to the Chairman, Rewaq Bagdad Center for Public Policy
Iraq	**AHMED JANABI** Senior Political Consultant, Iraqi Council of Representatives
Iraq	**AHMED SHIHAB** Health Policy Advisor, Office of the Prime Minister
Jordan	**Maher Hamad Falah ALSHAWABKEH** Social Security Inspector, Jordanian Social Security Corporation
Jordan	**Noor Mohd Diaeddin Mustafa DWAIRI** Executive Director, Jordan Aoun Foundation for Development and Empowerment
Lebanon	**Diana MENHEM** Managing Director, Kulluna Irada
Tunisia	**Nefla BEN ACHOUR** General Director, Competition Council, Ministry of Trade and Export
Tunisia	**Afef SABER** Surveyor, BJKA Consulting
Accompanied by:	**Dalia ELSOUDANI** Interpreter
	Mustafa SAYID Interpreter

BIOGRAPHIC INFORMATION

Algeria

Name:	**Mohamed El Bachir BOUKACHABIA**
City:	Ain Benian
Present Position:	General Director of Planning, Ministry of Public Works
Email Address:	bachir.richmond@gmail.com
Languages:	Arabic (primary), English, French
U.S. Travel:	No previous U.S. travel
Professional Background:	***Mohamed El Bachir Boukachabia*** is the director general of planning at the Ministry of Public Works. He is responsible for the development policy of the ministry, coordinating finance laws, digitization, and human resource policies for the infrastructure sector.

Egypt

Name:	**Mohab Adel Hassan MAHMOUD**
City:	Giza
Present Position:	Research Associate, Al Ahram Center for Political and Strategic Studies
Concurrent Position:	Research Associate, Palestinian-Israeli Studies Unit, Egyptian Center for Strategic Studies
Email Address:	mohab.adel.hassan@gmail.com
Languages:	Arabic (primary), English
U.S. Travel:	No previous U.S. travel
Professional Background:	***Mohab Adel Hassan Mahmoud*** is a researcher on Israeli and Palestinian affairs at the Egyptian Center for Strategic Studies and the Al Ahram Center for Political and Strategic Studies. He

previously covered security issues for the Egyptian Council for Foreign Affairs.

Egypt

Name:	**Mustafa Mohamed Salah MOHAMED**
City:	Giza
Present Position:	Founder and Executive Director, Shams Center for Strategic Consulting and Research
Concurrent Position:	Political Researcher and Journalist, Arab Center for Research and Studies
Email Address:	mustaphamuhamed75@gmail.com
Languages:	Aragonese (Primary), Arabic
U.S. Travel:	No previous U.S. travel
Professional Background:	***Mustafa Mohamed Salah Mohamed*** is the founder and executive director of Shams Center for Strategic Consulting and Research, where he supervises research and holds seminars across institutions. He is also a political researcher and journalist for the Arab Center for Research and Studies. He is an expert in the politics of the Middle East and Gulf states.

Iraq

Name:	**AYA ALHAKIM**
City:	Baghdad
Present Position:	Assistant to the Chairman, Rewaq Bagdad Center for Public Policy
Email Address:	ayaa.alhakeem2662@gmail.com
Languages:	Arabic (primary), English
U.S. Travel:	No previous U.S. travel
Professional Background:	***Aya Alhakim*** is the assistant to the chairman of the Rewaq Baghdad Center for Public Policy, an Iraqi think tank known for nonpartisan

analysis and national dialogue. Alhakim coordinates research panels, public events, and strategic outreach on issues such as governance, reconciliation, and regional politics. Alhakim is also a designer and digital artist and uses her creative background to develop public policy communication.

Iraq

Name: **AHMED JANABI**

City: Baghdad

Present Position: Senior Political Advisor, Iraqi Council of Representatives

Concurrent Position: Head, Official Correspondence and Interim Investigative Parliamentary Committees Division; and Deputy Head of the Committee Affairs Section in the Parliamentary Affairs Department

Email Address: ahmedjanabijanabi@gmail.com

Languages: Arabic (primary), English

U.S. Travel: No previous U.S. travel

Professional Background: ***Ahmed Janabi*** is senior political advisor and head of the Official Correspondence and Interim Investigative Parliamentary Committees Division at Iraq's Council of Representatives, where he also serves as deputy head of the Committee Affairs Section. He was also a legislative administrator responsible for drafting laws within the same institution and a secretary to multiple international parliamentary conferences and investigative committees. Janabi is an expert in parliamentary affairs, legislative drafting, regional security, and comparative politics.

Iraq

Name: **AHMED SHIHAB**

City: Baghdad

Present Position: Health Policy Advisor, Office of the Prime Minister

Concurrent Position: Oil Analyst, State Organization for Marketing of Oil

Email Address: a.karemshihab@hotmail.com

Languages: Arabic (primary), English, Kurdish, Spanish

U.S. Travel: No previous U.S. travel

Professional Background: ***Ahmed Shihab***is a health policy advisor in the Prime Minister's Office, where he implements health projects and resolves pressing clinic and hospital issues. He also serves as an oil analyst in the State Organization for Marketing of Oil. Additionally, al-Windi serves at the communications director and youth engagement director for the Nasr Coalition and volunteers as its spokesperson.

Jordan

Name: **Maher Hamad Falah ALSHAWABKEH**

City: Madaba

Present Position: Social Security Inspector, Jordanian Social Security Corporation

Email Address: shawabkehmaher7@gmail.com

Languages: Arabic (primary), English

U.S. Travel: No previous U.S. travel

Professional Background: ***Maher Hamad Falah Al Shawabkeh*** is a social security inspector at the Social Security Corporation in Jordan, where he works to ensure the integrity and fairness of social security services.

Jordan

Name: **Noor Mohd Diaeddin Mustafa DWAIRI**

City: Amman

Present Position: Executive Director, Jordan Aoun Foundation for Development and Empowerment

Concurrent Position: Assistant Secretary General, Irada Party

Email Address: naldwairi100@gmail.com

Language: Arabic

U.S. Travel: No previous U.S. travel

Professional Background: ***Noor Mohd Diaeddin Mustafa Dwairi*** is executive director of the Jordan Aoun Foundation for Development and Empowerment. Additionally, she serves as assistant secretary general of the Irada Party. Previously, she worked as a media consultant and trainer for the Independent Electoral Commission. Dwairi is an opinion leader with a strong social media presence and an advocate for increasing women and youth participation in Jordanian politics.

Lebanon

Name: **Diana MENHEM**

City: Beirut

Present Position: Managing Director, Kulluna Irada

Email Address: diana.menhem@gmail.com

Languages: Arabic (primary), English, French

U.S. Travel: No previous U.S. travel

Professional Background: ***Diana Menhem*** is the managing director of Kulluna Irada (KI), a Lebanese NGO focused on economic and political reform in Lebanon. KI advocates for transparency and accountability, and has become well-known for its advocacy for reform in the Lebanese banking sector, the judiciary, and the energy and power sectors.

Tunisia

Name: **Nefla BEN ACHOUR**

City: Tunis

Present Position: General Director, Competition Council, Ministry of Trade and Export

Email Address: nefla.benachour@yahoo.fr

Languages: Arabic (primary), English, French

U.S. Travel: No previous U.S. travel

Professional Background: ***Nefla Ben Achour*** is general director of the Competition Council, the primary anti-trust body within the Ministry of Trade and Export Development. Ben Achour is an expert in antitrust policy, and she uses her expertise to detect cartels, identify bid rigging in public procurement, and to examine business mergers.

Tunisia

Name: **Afef SABER**

City: Gafsa

Present Position: Surveyor, BJKA Consulting

Email Address: saber.afef1992@gmail.com

Language: Arabic

U.S. Travel: No previous U.S. travel

Professional Background: ***Afef Saber*** is a surveyor for BJKA Consulting and a dedicated community leader in rural Gafsa. Saber promotes civic engagement and advocacy to achieve better public services, particularly access to healthcare. Her expertise in cultivating civic leadership and promoting communication between the public and political leaders has led to the renovation of a basic health center and the reopening of another in a small Gafsa community.

Request for Action

To
City Council

Item Number
7.1

Meeting Date
May 4, 2026

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Continued Hearing - Resolution 26-37: TIF 30 Business Subsidy Agreement 26-18

Reviewed by
Cal Portner

Action Requested
Approve, by motion, Resolution 26-37 authorizing a business subsidy agreement 26-18 with O'Brien Holdings for the Crystal Distribution, Inc (CDI) expansion project.

Background/Discussion
CDI intends to purchase seven acres of property from the EDA in which to construct an addition to its current manufacturing facility. Tax Increment Financing (TIF) District 30 was created by the City Council in April to provide an incentive to the project. This agreement formalizes the financial components by agreement. Under this agreement, CDI would receive up to $400,000 in TIF to offset a portion of land acquisition costs and minor site development costs. This will be paid on a pay-go basis, with no advances on this amount by the city. CDI would receive 75% of available tax increment over several years, projected at six to seven, until this obligation is satisfied.

The remaining 25% will be reserved for TIF administration costs, and expected expenses the EDA will incur to relocate a storm water line. We intend to bring an interfund loan resolution forward in the coming weeks to establish reimbursement under TIF for the storm water.

Lastly, as the EDA offered a $0.30 per foot concession on the land price, that reduction is eligible for TIF reimbursement as well. This agreement, in conjunction with the land purchase agreement, allows this amount, $91,000, to be reimbursed to the EDA following satisfaction of the TIF note to CDI and repayment of the interfund loan.

The project is estimated to be 40,000 sf and will create at least 20 jobs. CDI intends to break ground this summer.

Financial Impact
This action does not create an expense of the city. However, it directs up to $491,000 in future property tax growth to the project via TIF.

Mission/Policy/Goal
Support the growth and development of the community.

Attachments

1. RES 26-37: TIF 30 Business Subsidy Agreement
2. Elk River Crystal Distribution TIF DEVELOPMENT AGREEMENT 26-18

City of Elk River
City Council

Resolution 26-37

A Resolution of the City Council of the City of Elk River approving a TIF assistance agreement with O'Brien Holdings, LLC including a business subsidy agreement therein

BE IT RESOLVED BY the City Council (the "Council") of The Economic Development Authority for the City of Elk River, Minnesota (the "City") as follows:

Section 1. Recitals.

1.01. Authorization. The City of Elk River, Minnesota (the "City") has approved the establishment of its Tax Increment Financing District No. 30 (an economic development district) (the "TIF District"), within the Municipal Development District No. 1 ("Development Project") and have adopted a tax increment financing plan therefor for the purpose of financing certain public improvements within the Development Project.

1.02. To facilitate development of certain property in the TIF District, The Economic Development Authority for the City of Elk River, Minnesota (the "Authority") proposes to enter into a Purchase Agreement (the "Purchase Agreement") with O'Brien Holdings, LLC, a Minnesota limited liability company, or an affiliate thereof or entity related thereto (the "Developer"), under which the Authority will convey to the Developer certain property described in Exhibit A attached hereto (the "Development Property") in order for the Developer to construct an approximately 40,000 square foot expansion of the Developer's manufacturing facility to be owned by Developer and operated by Crystal Distribution, Inc. (the "Development"). In addition, the Developer, the Authority and the City will enter into a TIF Assistance Agreement (the "TIF Assistance Agreement") providing certain tax increment financing assistance to the Development.

1.03. The Authority proposes to sell the Development Property to the Developer at the price of $609,000. The purchase price for the Development Property will be paid from cash in the amount of $518,000, a land write down from the Authority in the amount of $91,000 (the "Land Write Down") which will be repaid from available tax increment generated by property within the TIF District in accordance with the TIF Assistance Agreement. In addition, the City proposes to reimburse the Developer for certain public development costs in the amount not to exceed $400,000 through the issuance of a pay as you go tax increment financing note (the "TIF Note"), subject to the terms and conditions set forth in the TIF Assistance Agreement.

1.04. The Land Write Down and the TIF Note constitute a "business subsidy" within the meaning of Minnesota Statutes, Section 116J.993 to 116J.995, as amended (the "Business Subsidy Act"), and the TIF Assistance Agreement includes a "business subsidy agreement" as required under the Business Subsidy Act.

1.05. On the date hereof, the City conducted a duly noticed public hearing regarding the business subsidy, at which all interested parties were given an opportunity to be heard, and the City hereby finds that the execution of TIF Assistance Agreement and performance of the City's obligations thereunder, including the business subsidy agreement, are in the best interest of the City and its residents.

Section 2. Agreement Containing Land Sale and Business Subsidy Approved.

2.01 The Council approves the TIF Assistance Agreement in substantially the form presented to the Council, together with any related documents necessary in connection therewith, including without limitation the business subsidy agreement provided therein, all documents, exhibits, certifications, or consents referenced in or attached to the TIF Assistance Agreement including the assessment agreement, the TIF Note, and any documents required by the title company relating to the conveyance of property (the "Development Documents").

2.02. The Council hereby authorizes the Mayor and City Clerk, in their discretion and at such time, if any, as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied. The Development Documents shall be in substantially the form on file with the City and the approval hereby given to the Development 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 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 herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein.

2.03. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed 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 on their behalf. Upon execution and delivery of the Development Documents, the officers and employees of the Council are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Council to implement the Development Documents, including without limitation the issuance of tax increment revenue obligations thereunder when all conditions precedent thereto have been satisfied and reserving funds for the payment thereof in the applicable tax increment accounts and the crediting of tax increments to the payment of the Purchase Price Note when all conditions precedent thereto have been satisfied.

Section 3. Effective Date. This resolution shall be effective upon approval.

Approved by the City Council of the City of Elk River, Minnesota on May 4, 2026.

____

John J. Dietz, Mayor

ATTEST:

____

Justin Dunford, City Clerk

TIF ASSISTANCE AGREEMENT

By and Between

CITY OF ELK RIVER, MINNESOTA,

THE ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF ELK RIVER,

and

O'BRIEN HOLDINGS, LLC

Dated as of: _________ __, 2026

This document was drafted by:
Kutak Rock LLP (GAF)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402
Telephone: (612) 334-5000

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TIF ASSISTANCE AGREEMENT

THIS TIF ASSISTANCE AGREEMENT, made as of the __ day of ________, 2026, by and between the CITY OF ELK RIVER, MINNESOTA a municipal corporation and political subdivision under the laws of the State of Minnesota (the “City”), THE ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF ELK RIVER, a public body corporate and politic and political subdivision organized and existing under the laws of the State of Minnesota (the “Authority”) and O’BRIEN HOLDINGS, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, the City has undertaken a program to, among, other purposes, encourage new development in areas of a city that are already built up in order to provide employment opportunities, improve the tax base, to improve the general economy of the state, provide impetus for commercial development and increase employment, and in connection therewith, has established Municipal Development District No. 1 (the “Development Project”) pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended (the “City Development District Act”), and adopted a development plan for the Development Project; and

WHEREAS, the Authority was created pursuant to Minnesota Statutes, Sections 469.090 to 469.1081 (the “Act”) and has undertaken a program to promote economic development and to promote the development of land which is underutilized within the City, and in connection therewith, created a development project known as the EDA Development District (the “EDA Development District’); and

WHEREAS, the Authority has acquired certain property described in Exhibit A (the “Authority Property”) within the Development Project, and intends to convey the Authority Property to the Developer for development of certain improvements described herein; and

WHEREAS, City has approved a Tax Increment Financing Plan and a Modification to the Tax Increment Financing Plan (collectively, the “TIF Plan”) for Tax Increment Financing District No. 30 (an economic development district) (the “TIF District”), within the Development Project, pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “TIF Act”); and

WHEREAS, the Authority intends to convey the Authority Property to the Developer for the purposes of constructing an approximately 40,000 square foot expansion to the Developer’s manufacturing building on the Authority Property (the “Minimum Improvements”) to be owned by the Developer and operated by the Tenant (as defined herein) in accordance with the terms hereof; and

WHEREAS, the Developer has also requested financial assistance in the form of the Land Write Down (as defined herein) from the Authority to finance the acquisition of the Authority Property from the Authority as more particularly set forth in this Agreement; and

WHEREAS, the City and the Authority believe that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and the Authority, and the health, safety, morals, and welfare of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Development Project has been undertaken and is being assisted; and

WHEREAS, the Purchase Price Note (as hereinafter defined) and the TIF Note (as hereinafter defined) constitute a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “Business Subsidy Act”), and the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, after a public hearing for which notice was published in compliance with the Business Subsidy Act; and

WHEREAS, on April 20, 2026, the City Council of the City held a duly noticed public hearing on the business subsidy provided as represented by the TIF Note and the Board of Commissioners of the Authority held a duly noticed public hearing on the business subsidy represented by the Land Write Down, and this Agreement constitutes a subsidy agreement under the Business Subsidy Act;

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 others as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Affiliate" means with respect to any entity (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by, or under common control with the entity, and (b) any successor to such party by merger, acquisition, reorganization, or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words "controlling", "controlled by," and "under common control with" shall mean, with respect to any corporation, partnership, limited liability company, or other business entity, the ownership of fifty percent or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise.

"Agreement" means this TIF Assistance Agreement, as the same may be from time to time modified, amended, or supplemented.

"Assessment Agreement" means the agreement, in substantially the form of the agreement contained in Exhibit E attached hereto and made a part of this Agreement, between the Developer and the City and including the attached certification by the assessor for the County, entered into pursuant to Article VI of this Agreement.

"Authority" means The Economic Development Authority for the City of Elk River, a public body corporate and politic and political subdivision organized and existing under the laws of the State of Minnesota.

"Authority Property" has the meaning described in Exhibit A attached hereto.

"Board" means the Board of Commissioners of the Authority.

"Business Subsidy Act" means Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

"Certificate of Completion" means the certification in the form set forth in Exhibit C and provided to the Developer pursuant to Section 4.4 of this Agreement.

"City" means the City of Elk River, Minnesota.

"City Pledged Tax Increment" means on each Payment Date, 25% of the Tax Increment attributable to the Development Property and paid to the City by Sherburne County in the six months preceding the Payment Date which shall be used to pay the Purchase Price Note, the Interfund Loan and the administrative costs of the TIF District paid by the Authority and the City.

"City Representative" means the City Administrator of the City, or any person designated by the City Administrator to act as the City Representative for the purposes of this Agreement.

"Closing Date" or "Closing" means the date that the Authority will convey title to the Authority Property to the Developer in accordance with the Purchase Agreement.

"Construction Documents" shall mean the following documents, all of which shall be in form and substance acceptable to City, such acceptance not to be unreasonably withheld, delayed or conditioned: (a) evidence satisfactory to City showing that the Minimum Improvements conform to applicable zoning, subdivision and building code laws and ordinances; (b) a copy of the executed agreement, if any, between Developer and an architect for architectural services for the Minimum Improvements, if any, and (c) a copy of the executed general contractor's contract, if any, for construction of the Minimum Improvements.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by or on behalf of the Developer on the Development Property which a) shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (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) landscape plan; and (8) such other plans or supplements to the foregoing plans as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"County" means the County of Sherburne, Minnesota.

"Deed" means the Quit Claim Deed in the form attached to the Purchase Agreement, to be executed by the Authority conveying the Authority Property to the Developer.

"Developer" means O'Brien Holdings, LLC, a Minnesota limited liability company, or its permitted successors and assigns.

"Development Plan" means the City's Development Plan for the Development Project, as amended through the date of this Agreement.

"Development Project" means Municipal Development District No.1, previously established by the City.

"Development Property" means the real property described in Exhibit A of this Agreement.

"Event of Default" means an action by the Developer listed in Section 9.1 of this Agreement.

"Final Payment Date" means the earliest of (a) the date on which the entire principal on the TIF Note, the Interfund Loan, and the Purchase Price Note have been paid in full; (b) February 1, 2037; or (c) the Payment Date following the final collection of Tax Increments prior to the decertification of the TIF District in accordance with applicable law;

"Interfund Loan" means an interfund loan from the Authority or the City for the utility relocation costs described in Section 3.8 hereof and the administrative costs of the TIF District to be repaid from City Pledged Tax Increments, all as set forth in a resolution to be adopted by the City or the Authority;

"Land Write Down" means the reduction of the purchase price from fair market value provided to the Developer by the Authority pursuant to the terms of Section 3.2 hereof;

"Minimum Improvements" means the construction by the Developer on the Development Property of an approximately 40,000 square foot expansion of the Developer's manufacturing facility to be owned by Developer and operated by the Tenant.

"Minimum Market Value" means the agreed minimum market value of the Development Property and the Minimum Improvements for calculation of real property taxes as determined by the assessor for the County as of January 1, 2027 and as further set forth in the Assessment Agreement.

"Mortgage" means any mortgage made by the Developer, which is secured, in whole or in part, by the Development Property and which is a permitted encumbrance pursuant to the provisions of Article VII of this Agreement.

"Payment Date" means August 1 of the year commencing on August 1, 2028 and each February 1 and August 1 thereafter to and including the Final Payment Date.

"Public Development Costs" means the costs of acquisition of the Authority Property, site preparation and infrastructure costs of the Minimum Improvements, including grading, site improvements, parking improvements, remediation of soils conditions, utilities, and related street, curb, sidewalk installation.

"Purchase Agreement" means the Purchase Agreement, dated _____, 2026, as may be amended from time to time between the Authority and the Developer, relating to the Authority Property.

"Purchase Price Note" has the meaning provided in Section 3.2 hereof.

"State" means the State of Minnesota.

"Tax Increment" means that portion of the real property taxes which is paid with respect to the Development Property and which is actually remitted to the City by Sherburne County as tax increment pursuant to the Tax Increment Act and able to be retained by the City in accordance with the Tax Increment Act. The term Tax Increment does not include any amounts retained by or payable to the State auditor under Section 469.177, subdivision 11 of the Tax Increment Act.

"Tax Increment Act" or "TIF Act" means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174 to 469.1794, as amended.

"Tax Increment District" or "TIF District" means the City's Tax Increment Financing District No. 30, which is qualified as an economic development district under the Tax Increment Act.

"Tax Increment Plan" or "TIF Plan" means the City's Tax Increment Financing Plan for the TIF District, as approved by the City on April 20, 2026, and as may be amended from time to time.

"Tax Official" means any County assessor; County auditor, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

"Tenant" means Crystal Distribution Inc., a Minnesota corporation, and its authorized successors and assigns.

"Termination Date" means unless this Agreement is terminated earlier in accordance with its terms, the Final Payment Date.

"TIF Note" means the Taxable Tax Increment Revenue Note (Crystal Distribution Inc. Project), substantially in the form attached hereto as Exhibit D, to be delivered by the City to the Developer in accordance with Section 3.4 hereof.

“TIF Note Pledged Tax Increment,” means, on each Payment Date, 75% of the Tax Increment attributable to the Development Property and paid to the City by Sherburne County in the six months preceding the Payment Date, but solely to the extent payable on such Payment Date pursuant to the TIF Note. TIF Note Pledged Tax Increment shall not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under this Agreement.

“Transfer” has the meaning set forth in Section 8.2(a) hereof.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of war, terrorism, strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, a pandemic or epidemic, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, acts of any federal, state, or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall include delays in the Developer obtaining permits or governmental approvals necessary to enable the commencement, or completion of construction, of the Minimum Improvements by the dates such approvals and construction is required under Sections 4.2, 4.3 or 9.5 of this Agreement, and which are caused by the acts or omissions of the City or Authority provided that such delays are not due to the Developer’s failure to provide the City or Authority with information required to process such permits or approvals.

(The remainder of this page is left intentionally blank.)

ARTICLE II

Representations and Warranties

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

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

(b) The Tax Increment 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 Tax Increment Act.

(c) The activities of the City are undertaken to foster the development of certain real property which for a variety of reasons is presently underutilized, to create jobs in the City, County and State, create increased tax base in the City, help a current business expand and remain in the City, and to stimulate further development of the TIF District and Development Project as a whole.

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

(e) No member of the City Council of the City, or officer of the City, has either a direct or indirect financial interest in this Agreement.

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

(a) The Authority is a public body corporate and politic and political subdivision organized and existing under the Constitution and laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) Except as provided otherwise in the Purchase Agreement, the Authority makes no representation or warranty, either express or implied, as to the Development Property or its condition, or that the Development Property shall be suitable for the Developer's purposes or needs.

(c) No member of the City Council, no other officer of the City, no member of the Board or other officer of the Authority has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, any other officer of the City, any member of the Board or any other officer of the Authority benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

Section 2.3. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company duly organized and in good standing under the laws of the State of Minnesota, is not in violation of any provisions of its organizational documents or the laws of the State, is duly authorized to transact business within the State, has power to enter into this

Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its governing members.

(b) If the Developer acquires the Authority Property in accordance with this Agreement, the Developer will construct, operate, and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Project and all applicable local, state, and federal laws and regulations (including, but not limited to, environmental, zoning, building code, labor, and public health laws and regulations).

(c) The Developer has received no actual notice or communication from any local, state, or federal official that the activities of the Developer or the City in the Development Project may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is not actually aware of any facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, state, or federal environmental law, regulation, or review procedure regarding the Development Project.

(d) The Developer will make reasonable efforts to obtain, or cause the Tenant to obtain, in a timely manner, all required permits, licenses, and approvals for the Minimum Improvements, and will make reasonable efforts to meet, in a timely manner, 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.

(e) 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 provisions of any corporate restriction or any evidences 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.

(f) Whenever any Event of Default occurs and is continuing and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, and the City prevails in such action, the Developer agrees that it shall, within thirty (30) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

(g) The proposed development by the Developer hereunder would not occur but for the tax increment financing assistance being provided by the City and the Authority hereunder. The Minimum Improvements would not be 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.

(h) The Developer understands that the City and the Authority may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Minimum Improvements, and that such subsidies may be more favorable than the terms of this Agreement, and that neither the City nor the Authority have represented that development of the Development Property will be favored over the development of other properties.

(i) 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.

(j) To the actual knowledge of the Developer, no member of the City Council, no other officer of the City, no member of the Board or other officer of the Authority has either a direct or indirect financial interest in this Agreement, nor will any member of the City Council, any other officer of the City, any member of the Board or any other officer of the Authority benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

(k) The Developer did not obtain a building permit for any portion of the Minimum Improvements or for any other improvements on the Authority Property not included in the calculation of the original tax capacity before the date of original approval of the TIF Plan by the City.

(The remainder of this page is intentionally left blank.)

ARTICLE III

Acquisition and Conveyance of Property; TIF Assistance

Section 3.1. Conveyance of the Authority Property. As of the date of this Agreement, the Authority owns the Authority Property described in Exhibit A. On and as of the Closing Date, (a) the Authority will convey title to and possession of the Authority Property to the Developer, subject to all the terms and conditions of this Agreement and the Purchase Agreement and (b) the Authority and the Developer will have jointly executed, and caused to be filed, a plat whereby the Development Property will be known as **[Lot 2, Block 1, Northstar Business Park Second Addition]** as shown on the plat.

Section 3.2. Purchase Price Note; Land Write Down. The purchase price to be paid to the Authority by the Developer in exchange for the conveyance of the Authority Property is $609,000 (the "Purchase Price"). The Purchase Price shall be paid in cash from the Developer in the amount of $518,000 and a purchase price note from the Developer in the amount of $91,000 evidencing repayment of a loan for a portion of the Purchase Price for the Authority Property (the "Purchase Price Note") in substantially the form attached hereto as Exhibit D. On the Closing Date, the delivery of the Purchase Price Note in lieu of a cash payment for the Authority Property represents a land write down of $91,000 to the Developer (the "Land Write Down").

The Purchase Price Note shall not accrue interest. The Purchase Price Note shall be payable solely from the City Pledged Tax Increments. On each Payment Date, the City will credit the City Pledged Tax Increment against the principal amount of the Purchase Price Note after payment of the Interfund Loan. On the Final Payment Date, the outstanding balance of the Purchase Price Note not paid from City Pledged Tax Increment shall be forgiven by the Authority. The City and the Authority retain the right to use any other legally available City or Authority funds to prepay the principal of the Purchase Price Note on any date.

Subject to Unavoidable Delays, in the event that the Certificate of Completion is not issued pursuant to Section 4.4 hereof by July 31, 2027, as a direct result of Developer's material default of its obligations hereunder, the Developer shall pay to the Authority the full amount of the Purchase Price Note within 30 days of written request of the Authority.

Section 3.3 Compliance with Environmental Requirements.

(a) The City and the Authority make no representations concerning nor shall have any responsibility or obligation to undertake any cleanup or remediation on the Authority Property. The Developer agrees to remediate any environmental contamination or pollution on the Authority Property that may be required by law.

(b) The City and the Authority make no warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Authority 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") and Developer waives any claims against the City and the Authority for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Authority Property.

Section 3.4. Reimbursement of Public Development Costs; Issuance of TIF Note. The City has determined that, in addition to providing the Land Write Down described in Section 3.2, in order to make development of the Minimum Improvements financially feasible, it is necessary to reimburse Developer for a portion of its Public Development Costs through the issuance of the TIF Note, subject to the terms of this Section. The total principal amount of Public Development Costs subject to reimbursement will not exceed $400,000. Public Development Costs in excess of the specified total are the responsibility of the Developer.

(a) *Conditions for Delivery of TIF Note.* To reimburse a portion of the Public Development Costs incurred by Developer, the City shall issue the TIF Note, in a principal amount equal to the lesser of (i) $400,000; or (ii) the amount of Public Development Costs actually incurred and shall be dated as of its date of issuance subject to reduction in accordance with 3.3 hereof. The principal of the TIF Note shall be payable on a pay-as-you-go basis solely from the TIF Note Pledged Tax Increment as provided below. The City shall issue and deliver the TIF Note upon the occurrence of the following:

(i) The Developer having delivered to the City evidence of Public Development Costs paid or incurred in at least the principal amount of the Note as well as one or more certificates signed by the Developer's duly authorized representative, containing the following: (A) a statement that each cost identified in the certificate is a Public Development Cost as defined in this Agreement and that no part of such cost has been included in any previous certification; (B) reasonable evidence that each identified Public Development Cost has been paid or incurred by or on behalf of the Developer; and (C) a statement that, to the Developer's knowledge, no uncured Event of Default by the Developer has occurred and is continuing under this Agreement; the City may, if not satisfied that the conditions described herein have been met, return any certificate with a statement of the reasons why it is not acceptable and requesting such further documentation or clarification as the City may reasonably require;

(ii) Developer having received from the City a certificate of occupancy for the Minimum Improvements.

(iii) Developer has provided evidence that the Assessment Agreement has been recorded against the Development Property.

(b) *Terms of TIF Note.* The terms of the TIF Note will be substantially in the form shown in Exhibit D, which is incorporated herein by reference. The TIF Note shall not bear interest.

(c) *Termination of Right to TIF Note.* Notwithstanding anything to the contrary in this Agreement, if the conditions for delivery of the TIF Note are not met by the date five (5) years after certification of the TIF District, the City's obligation to deliver the TIF Note shall terminate; provided that the remainder of this Agreement shall remain in full force and effect.

(d) *Qualifications.* The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of TIF Note Pledged Tax Increment, or that revenues pledged to the TIF Note will be sufficient to pay the principal amount of the TIF Note. The Developer further acknowledges that estimates of Tax Increment prepared by the City or its municipal 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. If the Public Development Costs exceed the maximum aggregate principal amount of the TIF Note, such excess is the sole responsibility of Developer. The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only TIF Note Pledged Tax Increments shall be used to pay the principal of the TIF Note. The Developer further acknowledges that if development 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. The Developer acknowledges the risk factors listed in Exhibit 1 to the TIF Note. After the payment in full of the TIF Note, the City may apply Tax Increments to the payment of the Purchase Price Note and the Interfund Loan.

(e) *Termination of Payments.* The City's obligation to make payments on the TIF Note on any Payment Date or any date thereafter shall be conditioned upon the requirement that (i) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement that has not been cured during the applicable cure period, (ii) this Agreement shall not have been terminated pursuant to Section 9.2, and (iii) a certificate of occupancy has been issued for the Minimum Improvements.

Section 3.5. Restrictions on Use in Economic Development TIF District.

(a) The TIF District is an economic development tax increment financing district within the meaning of the TIF Act and is subject, among other things, to the limitations of the types of uses permitted within the TIF District specified in section 469.176, subd. 4c of the TIF Act. Prior to the Termination Date, no more than 15 percent of the square footage of the Minimum Improvements may be used for a purpose other than:

(i) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;

(ii) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;

(iii) Research and development related to the activities listed in clause (1) or (2); or

(iv) Space necessary for and related to the activities listed in clauses (1) to (3).

The Developer understands and acknowledges that a violation of the above limitations on use may cause the termination of the TIF District and constitutes an Event of Default under this Agreement and the termination of the TIF Note. The Developer agrees to notify the City immediately if at any time prior to the Termination Date more than 15 percent of the Minimum Improvements are occupied by any use other than one or more of the above uses. The Developer agrees to indemnify, defend and hold harmless the City and the Authority for any damages or costs resulting from a failure to limit the Minimum Improvements to the uses allowed in an economic development tax increment financing district including but not limited to repaying the outstanding principal amount of the Land Write Down. In addition to the repayment of the outstanding principal amount of the Land Write Down, damages or costs will include a reimbursement of any tax increment the City may be required or agrees to repay as a result of any action taken under Section 469.1771 of the TIF Act for violation of said act relating to disqualification of the TIF District or any other costs associated with any compliance audit.

If the City is required to reimburse tax increment to the County or any other governmental entity pursuant to Minnesota Statutes, Section 469.1771 or any other provision of the TIF Act for any reason related to action or inaction by the Developer, the Developer agrees to reimburse a similar amount to the City within 30 days' written notice by the City to the Developer. The City may add interest on the unpaid balance at the rate authorized by Minnesota Statutes, section 549.09 beginning on the 31st day after notice to the Developer. Failure by the Developer to reimburse the City pursuant to this Section shall constitute a lien on the Development Property.

(b) The limitation on the allowable uses in the TIF District specified in subsection (a)(1) above is based solely on compliance with the requirements of the TIF Act for an economic development district. In addition, the City's zoning ordinance and other land use regulations restrict the uses permissible in the TIF District and include other limitations on development. The Developer acknowledges and agrees to comply with all such regulations.

(c) The City and the Authority shall have the right to make a physical inspection of the Minimum Improvements in order to ensure compliance with the terms of this Agreement and the requirements of the TIF Act with regard to economic development districts. Such inspection shall be limited to regular business hours and upon at least 24 hours' notice by the City or Authority to the Developer. Absent probable cause regarding a violation of the TIF Act regarding allowable uses for economic development districts, such inspections shall not occur more than once within any 12-month period.

Section 3.6. <u>Business Subsidy Agreement</u>.

(a) *Public Purpose*. In order to satisfy the provisions of the Business Subsidy Act, the Developer and the Tenant acknowledge and agree that the amount of the "Business Subsidy" granted to the Developer under this Agreement is the Land Write Down, the Interfund Loan, and the TIF Note and that the Minimum Improvements is not feasible for the Developer and the Tenant to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to develop manufacturing facilities in the City, help develop underutilized land in the City, increase the tax base in the City and the State, help an existing business remain and expand in the City and the State and stimulate the creation of jobs, including construction jobs.

(b) *Operation of Site.* The Tenant shall continue its operations at the Development Property (the "Qualified Facility") for at least 5 years after the Benefit Date (defined hereinafter). The Minimum Improvements will be a Qualified Facility as long as the Development Property is operated by the Tenant. The parties agree that the "Benefit Date" is the date that the City delivers the Certificate of Completion.

(c) *Job and Wage Goals*. By or before the "Compliance Date", defined as the date two years after the Benefit Date, the Tenant shall cause at least 20 full-time equivalent jobs to be located at the Development Property with an hourly wage of at least $[26.19] plus [$3.93] in benefits per hour. Notwithstanding anything to the contrary herein, if the wage and job goals described in this paragraph are met by the Compliance Date, those goals are deemed satisfied despite the Developer's continuing obligations under Sections 3.6(b). The City may, after a public hearing, extend the Compliance Date by up to one year, provided that nothing in this section will be construed to limit the City's legislative discretion regarding this matter.

(d) *Remedies*. If the Tenant fails to meet the goals described in Section 3.6(b) and 3.6(c), the Developer shall repay to the City upon written demand from the City a "pro rata share" of the principal amount of the Land Write Down and the TIF Note with interest thereon at the implicit price deflator rate as provided in Section 116J.994, subd. 6 of the Business Subsidy Act, accrued from the Benefit Date to the date of payment. The term "pro rata share" means percentages calculated as follows:

(i) if the failure relates to the number of jobs, the jobs required less the jobs created, divided by the jobs required;

(ii) if the failure relates to wages, the number of jobs required less the number of jobs that meet the required wages, divided by the number of jobs required;

(iii) if the failure relates to maintenance of the Development Property as a Qualified Facility in accordance with Section 3.6(b) 60 less the number of months of operation as a Qualified Facility (where any month in which the Qualified Facility is in operation for at least 15 days constitutes a month of operation), commencing on the Benefit Date and ending with the date the Qualified Facility ceases operation as reasonably determined by the City, divided by 60; and

(iv) if more than one of clauses (i) through (iii) apply, the sum of the applicable percentages, not to exceed 100%.

Nothing in this Section shall be construed to limit the City's remedies under Article VI hereof. In addition to the remedy described in this Section and any other remedy available to the City for failure to meet the goals stated in Section 3.6, the Tenant and the Developer agree and understand that they may not receive a business subsidy from the City or any grantor (as defined in the Business Subsidy Act) for a period of 5 years from the date of the failure or until the Developer satisfies its repayment obligation.

(e) *Reports*. The Developer must submit to the City a written report regarding business subsidy goals and results by no later than February 1 of each year, commencing February 1, 2027 and continuing until the later of (i) the date the goals stated in Sections 3.6(b) and (c) are met; (ii) 30 days after expiration of the period described in Section 3.6(b); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.6(d). The report must comply with Section 116J.994, subdivision 7 of the Business Subsidy Act. The City will provide information to the Developer regarding the required forms. If the Developer fails to timely file any report required under this Section, the City will mail the Developer a warning within one week after the required filing date. If, after 14 days of the postmarked date of the warning, the Developer fails to provide a report, the Developer must pay to the City a penalty of $100 for each subsequent day until the report is filed. The maximum aggregate penalty payable under this Section is $1,000.

(f) *Parent Corporation*. The Tenant does not have a parent corporation. The Developer has a parent entity which is O'Brien Family Holdings, LLC, a Minnesota limited liability company.

(g) *Other Assistance*. In addition to the Purchase Price Note, the Interfund Loan, and the TIF Note being provided by the City and the Authority pursuant to this Agreement, the Developer will also receive a Job Creation Fund loan in the amount of $175,000 from the Minnesota Department of Employment and Economic Development.

Section 3.7. Payment of Administrative Costs. In accordance with the City's Tax Increment Financing Policy, the Developer will pay all reasonable Administrative Costs (as defined below) of the City and the Authority and must pay such costs to the City and the Authority within 30 days after receipt of a written invoice from the City describing the amount and nature of the costs to be reimbursed. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City and the Authority, including without limitation legal, municipal advisor, and other consultant costs of the City, all attributable to or incurred in connection with the establishment of the TIF District and adoption of TIF Plan and the review, negotiation and preparation of this Agreement and the Purchase Agreement (together with any other agreements entered into between the parties hereto contemporaneously therewith) and the review and approvals of other documents and agreements in connection with the Minimum Improvements or in connection with any amendments to any of the foregoing. 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 as provided in accordance with the City's planning, zoning, and building fee schedules. The parties acknowledge that the Developer deposited $10,000 with the City toward payment of the Administrative Costs. If such costs exceed such amount, then at any time, but not more often than monthly, the City will deliver written notice to the Developer setting forth any additional fees and expenses, together with suitable billings, receipts or other evidence of the amount and nature of the fees and expenses, and the Developer agrees to pay all fees and expenses within 30 days of the City's written request. Notwithstanding the foregoing, the Authority shall pay its own fees and costs following execution of the Purchase Agreement in connection with the real estate closing.

Section 3.8. Utility Relocation. The Authority and the City shall perform, or cause to be performed, and shall pay for at their sole cost, the planning, design and construction work to relocate the public stormwater utilities on the Development Property. Such costs shall be paid from the proceeds of an Interfund Loan that will be repaid from City Pledged Tax Increment.

Section 3.9. Re-platting for the Development Property. The Authority and the Developer shall join in a plat of property to replat Lots 1 and 2, Block 1 Northstar Business Park, Sherburne County, Minnesota into Lots 1 and 2, Block 1, Northstar Business Park Second Addition (the "New Plat"). The Developer shall pay the costs of the New Plat.

ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property, in accordance with the approved Construction Plans, and will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 4.2 Construction Plans.

(a) Before commencement of construction of the Minimum Improvements, the Developer shall submit the Construction Plans to the City, which shall be subject to approval by the City as provided in this Section 4.2. The Construction Plans shall provide for the Minimum Improvements to be constructed on the Development Property, and shall be in conformity with this Agreement, and all applicable federal, state and local laws and regulations. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (d) no Event of Default under the terms of this Agreement has occurred and is continuing; provided, however, that any such approval of the Construction Plans pursuant to this Section 4.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulation of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

(b) The Construction Plans must be rejected in writing by the City, accompanied by a written statement of the City specifying the respects in which the Construction Plans submitted by the Developer fail to conform to the requirements of this Section 4.2, within ten (10) business days after submission or shall be deemed to have been approved by the City. If the City rejects the Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within ten (10) business days after receipt by the Developer of the written notification of the rejection and written statement of the City's reasons for such rejection. The provisions of this Section 4.2 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City; provided, however, that in any event the Construction Plans, as modified, shall be approved prior to commencement of construction of the Minimum Improvements. Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

(c) If the Developer desires to make any material modification to the scope, size or use of the Minimum Improvements or to the site plan therefor after the Construction Plans have been approved by the

City, the Developer shall submit the proposed revised Construction Plans to the City for its approval. If such material change in the Construction Plans conforms to the approval criteria listed in this Section 4.2 with respect to the original Construction Plans, the revised Construction Plans shall be deemed approved by the City unless rejected in writing within ten (10) business days by the City with a written statement of the City's reasons for such rejection. If the Developer desires to make any change which does not materially modify the scope, size or use of the Minimum Improvements or the site plan therefor, the Construction Plans need not be resubmitted.

(d) Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose including provision of a building permit. The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the City and/or any changes in the Construction Plans requested by the City. Neither the City nor any employee or official of the City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the City.

Section 4.3 Commencement and Completion of Construction.

(a) Subject to Unavoidable Delays, the Developer must commence construction of the Minimum Improvements not later than ninety (90) days after the Authority Property has been conveyed to the Developer. The construction of the Minimum Improvements shall be deemed to be commenced when physical improvements have been made to the Development Property, including grading, excavation, or other physical site preparation work (in accordance with a permit issued by the City). Prior to completion of the Minimum Improvements, upon the request of the City, and subject to applicable safety rules, the Developer will provide the City reasonable access to the Development Property. "Reasonable access" means at least one site inspection per week during regular business hours. During construction of the Minimum Improvements, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

(b) Subject to Unavoidable Delays, the Developer must substantially complete construction of all Minimum Improvements by July 31, 2027. The construction of the Minimum Improvements will be considered substantially complete on the date when (i) the Developer has received a temporary or permanent certificate of occupancy issued by the City for the Minimum Improvements, as applicable, and (ii) the City has determined the Minimum Improvements have been constructed substantially in accordance with the approved Construction Plans as provided in Section 4.2. Completion shall be evidenced by a Certificate of Completion as described in Section 4.4.

(c) Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3. Subsequent to conveyance of the Authority Property to the Developer, and until construction of the Minimum Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

(d) Subject to Unavoidable Delays, if the Developer does not substantially complete construction of the Minimum Improvements in accordance with the schedule set forth in Section 4.3 hereof, and does not substantially complete the construction within an additional ninety (90) days after receipt of written notice from the City, the Developer shall repay the principal amount of the Land Write Down in full. The Developer shall pay the Land Write Down within 30 days of written request from the City.

Section 4.4 Certificate of Completion. The Developer shall notify the City when construction of the Minimum Improvements has been substantially completed. The City shall conduct any inspections of the Minimum Improvements it determines necessary in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans. If the City determines that the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans, the City shall deliver a written statement to the Developer indicating in adequate detail the specific respects in which the Minimum Improvements have not been constructed in substantial conformity with the approved Construction Plans and the Developer shall have thirty (30) days to remedy such deficiencies. The City shall re-inspect the Minimum Improvements within twenty-five (25) days after receiving notice that such deficiencies have been remedied in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within twenty-five (25) days after determining that the Minimum Improvements has been constructed in substantial conformity with the approved Construction Plans, the City will furnish to the Developer a Certificate of Completion certifying the completion of the Minimum Improvements after determining that the following conditions precedent have been satisfied:

(a) There shall exist no uncured Event of Default by Developer hereunder;

(b) The City has issued a certificate of occupancy for the Minimum Improvements;

(c) The City shall have reasonably determined 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, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement and the final construction plans approved by the City in connection with issuing construction permits, each as applicable;

(d) The Developer shall certify to the City that all costs related to the Minimum Improvements and the development of the Development Property, including without limitation, payments to all contractors, subcontractors, and Minimum Improvements laborers, have been paid prior to the date of the request to the City.

The Certificate of Completion issued for the Minimum Improvements shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Minimum Improvements. The issuance of a Certificate of Completion under this Agreement shall not be construed to relieve the Developer of any inspection or approval required by any City department in connection with the construction, completion or occupancy of the Minimum Improvements nor shall it relieve the Developer of any other obligations under this Agreement.

Section 4.5. Records and Reports.

(a) The City and the Authority, through any authorized representatives, shall have the right at all reasonable times after reasonable written notice to inspect, examine and copy all books and records of Developer relating to the Minimum Improvements that are reasonably relevant to the Developer's obligations under this Agreement. Such records shall be kept and maintained by Developer through the Termination Date.

(b) Upon request, the Developer also agrees to submit to the City written reports to allow the City to remain in compliance with reporting requirements under state statutes.

ARTICLE V

Insurance

Section 5.1. Insurance.

(a) The Developer will provide and maintain, or shall cause to be provided and maintained by the Tenant, at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) insuring Developer with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be added as an additional insured on the policy; and

(iii) Workers' compensation insurance, with statutory coverage, provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(b) 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:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses.

(ii) Commercial general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of $1,000,000, and shall be endorsed to show the City and the Authority as additional insureds.

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in Article V of this 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 a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the 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.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding $250,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction, and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof.

The Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, regardless of whether the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction, and restoration shall be the property of the Developer.

(e) In lieu of the Developer's obligation to reconstruct the Minimum Improvements as set forth in this Section, the Developer shall have the option of terminating the TIF Note and paying to the City an amount that, in the opinion of the City and its fiscal consultant, is sufficient to pay in full the outstanding principal on the Land Write Down.

(f) The Developer and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this Article V, the rights of the City with respect to the receipt and application of any proceeds of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a Mortgage approved pursuant to Article VII of this Agreement.

ARTICLE VI

Delinquent Taxes and Review of Taxes

Section 6.1. Right to Collect Delinquent Taxes. 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 Minimum Improvements. 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 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 or the Authority is the prevailing party, the City and the Authority, as applicable, shall also be entitled to recover its costs, expenses, and reasonable attorney fees.

Section 6.2. Review of Taxes.

(a) The Developer agrees that prior to the Termination Date, it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Minimum Improvements or any part thereof; (ii) willful refusal to reconstruct damaged or destroyed property pursuant to Section 5.1 of this Agreement, except as otherwise provided in Section 5.1(e); or (c) engaging in any other proceedings, whether legal, administrative or equitable, with any administrative body in the County or State or court of the State or federal government to reduce the market value of the Development Property below the Minimum Market Value (defined below). The Developer also agrees that it will not, prior to the Termination Date, apply for a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real estate taxes under State law.

(b) Throughout the term of the Assessment Agreement, the Developer shall take no action, and suffer no circumstances to exist or action to be taken by others (to the extent the Developer may prevent the same), the effect of which would be to render the Development Property or any portion thereof to be no longer generally subject to real property taxation. The Developer agrees that prior to the termination of the Assessment Agreement:

(i) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of the Development Property determined by any tax official to be applicable or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings;

(ii) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of the Development Property determined by any tax official or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

(iii) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any State or federal law, of the taxation of the Development Property.

(c) 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 TIF Note Pledged Tax Increments relate to the property taxes paid with respect to the Minimum Market Value under the Assessment Agreement, as determined by the City in its sole discretion, and the City will withhold payment of the TIF Note in the amount of the TIF Note Pledged Tax Increments related to property taxes market value of the in excess of the Minimum Market Value under the Assessment Agreement, 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 TIF Note Pledged Tax Increments, as applicable, attributable to the disputed tax payments is finalized.

Section 6.3. Execution of Assessment Agreement.

(1) The Developer and the City shall execute the Assessment Agreement relating to the Minimum Improvements pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for calculation of real property taxes. Specifically, the Developer shall agree to a market value in the amount of $6,000,000 as of January 2, 2027. Nothing in the Assessment Agreement or this Agreement limits the discretion of the assessor for the County to assign a market value to the property in excess of such Assessor's Minimum Market Value nor prohibits the Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such market value for property tax purposes, provided however, the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year so long as the Assessment Agreement remains in effect for that year.

(2) The Assessment Agreement shall remain in effect until the earlier of (i) January 31, 2035, (ii) the date on which the TIF District expires or is otherwise terminated, or (iii) the date the TIF Note, the Interfund Loan and the Purchase Price Note are fully paid, defeased or terminated in accordance with its terms. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County prior to any lien on the Development Property, including any mortgage, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property, whether voluntary or involuntary, and such Assessment Agreements shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.

(3) The Developer agrees to pay the cost of filing such Assessment Agreement with the Sherburne County Recorder.

(4) Developer agrees and acknowledges that the City is providing substantial aid and assistance in furtherance of the Minimum Improvements through reimbursement of Public Development Costs, the Interfund Loan, and the Purchase Price Note.

(The remainder of this page is intentionally left blank.)

ARTICLE VII

Financing

Section 7.1. Financing. (a) Before conveyance of the Authority Property, the Developer shall submit to the City evidence of one or more commitments for mortgage financing which, together with committed equity for such construction, is sufficient for the construction of the Minimum Improvements. Such commitments may be submitted as short term financing, long term mortgage financing, a bridge loan with a long-term take-out financing commitment, or any combination of the foregoing.

(b) If the City finds that the mortgage financing is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, then the City shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within thirty (30) days from the date when the City is provided the evidence of financing. A failure by the City to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the City rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event the Developer shall submit adequate evidence of financing within thirty (30) days after such rejection.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage authorized pursuant to Article VII of this Agreement, the Developer shall cause the City to receive copies of any notice of default received by the Developer from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents.

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Developer represents and agrees that its purchase of the Authority Property, and its other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Authority Property and not for speculation in land holding.

Section 8.2. Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that until the Termination Date:

(a) Except only by way of security for, and only for and the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations with respect to making the Minimum Improvements under this Agreement, 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, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, to any person or entity (collectively, a "Transfer"), without the prior written approval of both the City and the Authority. The City and the Authority approve the lease with the Tenant. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable the Developer or any successor in interest to the Development Property or to construct the Minimum Improvements or component thereof; or (ii) an assignment or other transfer to the Tenant or an Affiliate.

(b) In the event the Developer desires to Transfer the Development Property or this Agreement, the City and the Authority shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such Transfer that:

(i) 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 and the Purchase Price Note by the Developer.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City and the Authority, have expressly assumed all of the obligations of the Developer under this Agreement (including the Purchase Price Note) and agreed to be subject to all the conditions and restrictions to which the Developer is subject; 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, and 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 any part thereof or the construction of the Minimum Improvements; 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 on controls provided in or resulting from this Agreement with respect to the

Minimum Improvements that the City would have had, 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.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement and the Purchase Price Note or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

(iv) The Developer and its transferees shall comply with such other conditions as the City may reasonably require in order to achieve and safeguard the purposes of the TIF Act and this Agreement.

(v) The Developer agrees to pay all reasonable costs and expenses, including fees of legal counsel retained by the City, to review the documents submitted to the City in connection with any such transfer.

Section 8.3. Release and Indemnification Covenants.

(a) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties (defined below), and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer releases the Indemnified Parties from and covenants and agrees that 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 or the Development Property. As used herein, the "Indemnified Parties" means the City, the Authority and their 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").

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer agrees to protect and defend the Indemnified Parties, 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 this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

(c) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents or employees or any other person who may be about the Development Property or Minimum Improvements.

(d) All covenants, stipulations, promises, agreements and obligations of the City and the Authority contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and the Authority and not of any governing body member, officer, agent or employee of the City or the Authority in the individual capacity thereof.

Section 8.4. Change in Use of Minimum Improvements. The Developer agrees that it shall devote the Development Property to, and in accordance with, the uses specified in this Agreement and will continue the use of the Development Property as a facility meeting the requirements of an economic development district, pursuant to the Tax Increment Act. The conversion of any portion of the Minimum Improvements to any other use shall result in the termination of the Tax Increment District and require immediate payment in full of the outstanding balance of the Purchase Price Note and the Interfund Loan and the termination of the TIF Note.

ARTICLE IX

Events of Default

Section 9.1. 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, after the defaulting party receives sixty (60) days' prior written notice from the non-defaulting party of the event, but only if the event has not been cured within said sixty (60) days or, if the event is by its nature incurable within sixty (60) days, the defaulting party does not, within such sixty (60) day period, provide assurances reasonably satisfactory to the party providing notice of default that it is proceeding with due diligence to cure such default and the event will be cured as soon as reasonably possible:

(a) any failure by either party to this Agreement to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, the Purchase Agreement, or the Assessment Agreement or under any other agreement entered into between the Developer, the Authority or the City in connection with development of the Development Property, including the Access Agreement;

(b) any default by Developer under a Mortgage, if any, that entitles the mortgagee to foreclose the Mortgage;

(c) failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property;

(d) 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.

(e) If the Developer or the Tenant shall;

(i) 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

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer or the Tenant, 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 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Tenant, or of the Minimum Improvements, or part thereof, shall be appointed in any proceeding brought against the Developer or the Tenant, and shall not be discharged within 90 days after such appointment, or if the Developer or the Tenant, as applicable, shall consent to or acquiesce in such appointment.

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs and is continuing, the non-defaulting party may exercise its rights under this Section 9.2:

(a) Suspend its performance under this Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under this Agreement.

(b) The City and the Authority may cancel and rescind or terminate this Agreement and/or the TIF Note.

(c) The City and the Authority may suspend their performance under this Agreement and the TIF Note.

(d) The Authority may demand that the Developer immediately repay the outstanding principal balance of the Purchase Price Note and the Interfund Loan.

(e) If the Event of Default constitutes a breach of the condition subsequent set forth in the Right of Re-entry the City reserves in a deed conveying the Authority Property to the Developer, the City may exercise its Right of Re-entry.

(f) The Authority may demand the Land Write Down be repaid in part or in full.

(g) The City and the Authority may take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 9.3. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to the City and the Authority or the Developer 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. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. <u>No Additional Waiver Implied by One Waiver</u>. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party(ies), 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 9.5. <u>Conveyance Subject to Right of Re-entry</u>. The City's conveyance of the Authority Property to the Developer pursuant to the Purchase Agreement is made subject to a right of re-entry for breach of conditions subsequent in favor of the City. The condition subsequent is that, barring any Unavoidable Delays, the Developer shall have commenced construction of the foundation of the Minimum Improvements on the Authority Property in accordance with permits issued by the City by not later than December 1, 2026. If Developer fails to satisfy such condition subsequent, the City shall provide written notice to the Developer and the Developer shall have 30 days from receipt of the City's notice to commence construction of the foundation of the Minimum Improvements. Failure to commence construction in such timeframe shall constitute a breach of the condition subsequent and the Developer shall re-convey the Authority Property back to the City, without cost to the City. If the Developer fails to re-convey the Authority Property to the City, the City may elect to exercise its right of reentry by commencing an action in Sherburne County District Court to establish the breach of the condition subsequent. If the City establishes a breach of the condition subsequent, title to and the right to possession of the Authority Property and title to all improvements located thereon reverts to the City, without cost to the City, and the Developer is not entitled to any compensation from the

City for the value of the Authority Property or any improvements the Developer has made to the Authority Property. After receipt of the executed Certificate of Release from the City, the Developer must record the Certificate of Release with the Sherburne County Recorder at its expense.

(The remainder of this page is intentionally left blank.)

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; City Representatives Not Individually Liable. The City, Authority and the Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City or Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City or Authority shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or Authority or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 10.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in this Agreement it will comply with all applicable federal, state, and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. The Developer agrees that until the Termination Date, the Developer, and its successors and assigns, shall use the Development Property for the operation of the Minimum Improvements for uses described in the definition of such term in this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the 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 the Developer at 3005 Ranchview Lane N, Plymouth, MN 55447, Attn: Chief Financial Officer; or at such other address as that party may, from time to time, designate in writing and forward to the other parties as provided in this Section; and

(b) in the case of the City, is addressed to or delivered personally to the City at 13065 Orono Parkway, Elk River, MN 55330, Attn: City Administrator; or at such other address as that party may, from time to time, designate in writing and forward to the other parties as provided in this Section; and

(c) in the case of the Authority, is addressed to or delivered personally to the Authority at 13065 Orono Parkway, Elk River, MN 55330, Attn: Executive Director; or at such other address as that party may, from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Sherburne County recorder. The Developer shall pay all costs for recording.

Section 10.9. Amendment. This Agreement may be amended only by written agreement approved and executed by the City, the Authority and the Developer.

Section 10.10. [Reserved.]

Section 10.11. Termination. This Agreement terminates on the Termination Date. Upon termination of this Agreement, the City shall promptly execute any reasonable documents necessary to remove this Agreement from the title records of the Development Property. Notwithstanding the foregoing, the Developer's obligations under Sections 3.3 and 8.3 shall survive termination.

Section 10.12. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

Section 10.13. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any party and no interpretation shall be affected by which party drafted any part of this Agreement. By executing this Agreement, the parties acknowledge that they (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Section 10.14. Government Data. The Developer has been required to provide certain data to the City, the Authority, or their consultants in connection with applying for financial assistance in constructing the Minimum Improvements. It is also likely that the Developer will be required to provide additional data to the City or consultants in the course of administering the TIF District to ensure compliance with this Agreement and the TIF Act. All data provided to the City, the Authority, or their consultants is government data within the meaning of the Minnesota Statutes, Chapter 13 (the "MGDPA"). The parties recognize that some of the data provided by the Developer to the City, the Authority or their consultants may be nonpublic data as defined by the MGDPA. The parties acknowledge that the City and the Authority are subject to the MGDPA and will handle all government data in their possession in accordance with the MGDPA, notwithstanding any other agreement or understanding to the contrary.

Section 10.15. Recording. The City may record this Agreement and any amendments thereto with the County recorder. The Authority shall pay all costs for recording.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

CITY OF ELK RIVER, MINNESOTA

By_________________________________
Its Mayor

By_________________________________
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2026, by ___________________ and ___________________, the Mayor and City Clerk of the City of Elk River, Minnesota, a municipal corporation and political subdivision, on behalf of the City.

____
Notary Public

4922-1031-7209.4

IN WITNESS WHEREOF, the Authority has caused this Agreement to be duly executed in its name and behalf and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

THE ECONOMIC DEVELOPMENT
AUTHORITY FOR THE CITY OF ELK RIVER

By__________________________________
Its President

By__________________________________
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2026, by ___________________ and ___________________, the President and Executive Director of The Economic Development Authority for the City of Elk River, a public body corporate and politic and political subdivision of the State of Minnesota, on behalf of the Authority.

____
Notary Public

O’BRIEN HOLDINGS, LLC, a Minnesota limited liability company

By ____
Its ____

STATE OF MINNESOTA)
) SS.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this _____ day of _____________, 2026 by _________________________, the ___________________________ of O’Brien Holdings, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

____
Notary Public

This TIF Assistance Agreement has been reviewed and consented to by Crystal Distribution, Inc., a Minnesota corporation (the "Tenant"). The terms herein, especially as they pertain to job and wage goals to be met by the Tenant in Section 3.6(c) hereof are hereby agreed to by the Tenant.

CRYSTAL DISTRIBUTION INC., a Minnesota corporation

By ____
Its ____

STATE OF MINNESOTA)
) SS.
COUNTY OF __________)

The foregoing instrument was acknowledged before me this _____ day of _____________, 2026 by _________________________, the ___________________________ of Crystal Distribution, Inc., a Minnesota corporation, on behalf of the corporation.

____
Notary Public

4922-1031-7209.4

EXHIBIT A

Development Property

The property located in the City of Elk River, Sherburne County, Minnesota legally described as:

Lot 2, Block 1, NORTHSTAR BUSINESS PARK, Sherburne County, Minnesota,

and

That part of Lot 1, Block 1, NORTHSTAR BUSINESS PARK, Sherburne County, Minnesota, lying southerly and easterly of the following described line:
Commencing at the Northeasterly corner of said Lot 1; thence southeasterly on a curve along the Southwesterly right-of-way line of Twin Lakes Road an arc distance of 196.58 feet, said curve concave to the northeast, having a radius of 880.21 and a delta angle of 12 degrees 47 minutes 45 seconds, to the point of beginning of said described line; thence southwesterly to a point on the Westerly line of said Lot 1, 477.16 feet northwesterly of the Northwest corner of said Lot 2 and there terminating.

[The Development Property is proposed to be replatted as Lot 2, Block 1, Northstar Business Park Second Addition]

Authority Property

The property located in the City of Elk River, Sherburne County, Minnesota legally described as:

That part of Lot 1, Block 1, NORTHSTAR BUSINESS PARK, Sherburne County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the Northeasterly corner of said Lot 1; thence southeasterly on a curve along the Southwesterly right-of-way line of Twin Lakes Road an arc distance of 196.58 feet, said curve concave to the northeast, having a radius of 880.21 and a delta angle of 12 degrees 47 minutes 45 seconds, to the point of beginning of said described line; thence southwesterly to a point on the Westerly line of said Lot 1, 477.16 feet northwesterly of the Northwest corner of said Lot 2 and there terminating.

EXHIBIT B

FORM OF PURCHASE PRICE NOTE

PURCHASE PRICE NOTE

Dated ___________ ____, 2026

O'Brien Holdings, LLC (the "Developer") hereby acknowledges itself to be indebted and, for value received, hereby promises to pay, solely from City Pledged Tax Increment, as provided herein, to The Economic Development Authority for the City of Elk River (the "Authority") the principal sum of NINETY-ONE THOUSAND DOLLARS and 00/100 ($91,000).

The principal amount of this Purchase Price Note (the "Note") shall equal, from time to time, the principal amount stated above, as reduced to the extent that such principal shall have been paid in whole or in part pursuant to the terms hereof. This Note is issued pursuant to that certain TIF Assistance Agreement, dated as of _________ ___, 2026, as the same may be amended from time to time (the "Assistance Agreement"), by and between the Authority, the City of Elk River, Minnesota (the "City") and the Developer. This Note does not bear interest.

The Developer acknowledges that the City will provide City Pledged Tax Increment (as defined in the Assistance Agreement) to the Authority who will credit such amounts towards the payment of this Note on each Payment Date following the payment of the Interfund Loan. If, as of the termination date of the TIF District (as defined in the Assistance Agreement), the Authority has received City Pledged Tax Increment available for the payment of this Note in an amount less than the par amount of this Note, then the Authority will forgive the remaining principal amount of this Note.

This Note is prepayable at any time without penalty and the Authority or the City may apply other Authority or City funds to the prepayment of this Note.

IN WITNESS WHEREOF, O'Brien Holdings, LLC has caused this Note to be executed and delivered as of the date first written above.

O'BRIEN HOLDINGS, LLC

By: ____
Its: ____

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the City of Elk River, Minnesota (the "City"), The Economic Development Authority for the City of Elk River (the "Authority") and O'Brien Holdings, LLC, a Minnesota limited liability company ("Developer") entered into a certain TIF Assistance Agreement dated __________, 2026 (the "Agreement"), recorded at the office of the County Recorder of Sherburne County as Document No. ________________; and

WHEREAS, the Agreement contains certain covenants and restrictions set forth in Articles III and IV thereof related to constructing certain Minimum Improvements; and

WHEREAS, the Developer has performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this Certificate of Completion.

NOW, THEREFORE, this is to certify that all construction and other physical improvements related to the Minimum Improvements specified to be done and made by the Developer have been completed and the agreements and covenants in Articles III and IV of the Agreement relating to such construction have been performed by the Developer, and this Certificate of Completion is a conclusive determination of the satisfactory termination of the covenants and conditions of Articles III and IV of the Agreement related to completion of the Minimum Improvements, but any other covenants in the Agreement shall remain in full force and effect according to their terms.

Dated: _______________, 20__.

CITY OF ELK RIVER, MINNESOTA

By ____
City Representative

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____________ 20__, by ______________________, the ___________________ of the City of Elk River, Minnesota, a municipal corporation and political subdivision under the laws of the State of Minnesota, on behalf of the City.

____
Notary Public

This document was drafted by:
Kutak Rock LLP (GAF)
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

(Signature page to Certificate of Completion)

EXHIBIT D

FORM OF TIF NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF SHERBURNE
CITY OF ELK RIVER

No. R-1 $____________

TAXABLE TAX INCREMENT REVENUE NOTE
SERIES 20__
(CRYSTAL DISTRIBUTION INC. PROJECT)

Rate	Date of Original Issue
0%	__________, 20__

The City of Elk River (the "City") for value received, certifies that it is indebted and hereby promises to pay to O'Brien Holdings, LLC, a Minnesota limited liability company ("Developer"), or registered assigns (as applicable, the "Owner"), the principal sum of $__________, solely from the sources and to the extent set forth herein. Unless defined otherwise herein, capitalized terms used herein shall have the meanings provided in the TIF Assistance Agreement between the City, The Economic Development Authority for the City of Elk River, and the Owner, dated as of _____________, 2026 (the "Agreement"), unless the context requires otherwise. This Note shall not bear interest.

1. Payments. Principal (the "Payments") shall be paid on August 1, 2028 and each February 1 and August 1 thereafter ("Payment Dates") to and including February 1, 2037 (the "Maturity Date") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied to unpaid principal. TIF Note Pledged Tax Increment will not include any Tax Increment (as defined in the Agreement) if, as of any Payment Date, there is an uncured Event of Default under the Agreement.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon sixty (60) days written notice to the City. Payments on this TIF Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. This TIF Note shall not bear interest.

3. TIF Note Pledged Tax Increment. (a) Payments on this TIF Note are payable on each Payment Date solely from and in the amount of TIF Note Pledged Tax Increment, which shall mean, 75% of the Tax Increment attributable to the Development Property and paid to the City by Sherburne County in the six months preceding the Payment Date.

(b) The City shall have no obligation to pay principal of this TIF Note on each Payment Date from any source other than TIF Note Pledged Tax Increment and the failure of the City to pay the entire amount of principal on this TIF Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal hereon to the extent of TIF Note Pledged Tax Increment. The City shall have no obligation to pay any unpaid balance of principal that may remain after the final Payment on the Maturity Date.

4. Default. The City's payment obligations shall be subject to Sections 9.1 and 9.2 of the Agreement and are further subject to the conditions that (i) no Event of Default by Developer under Section 9.1 of the Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder; and (ii) the Agreement and this TIF Note shall not have been terminated in accordance with Section 9.2 of the Agreement. Any such suspended and unpaid amounts shall become payable, without interest accruing thereon in the meantime, if this TIF Note has not been terminated in accordance with Section 9.2 of the Agreement and said Event of Default shall thereafter have been cured in accordance with Section 9.2. If pursuant to the occurrence of an Event of Default under the Agreement the City elects, in accordance with the Agreement, to cancel and rescind the Agreement and/or this TIF Note, the City shall have no further obligation under this TIF Note whatsoever. Reference is hereby made to all of the provisions of the Agreement, for a fuller statement of the rights and obligations of the City to pay the principal of this TIF Note, and said provisions are hereby incorporated into this TIF Note as though set out in full herein.

5. Prepayment. The principal sum payable under this TIF shall be prepayable at any time by the City.

6. Nature of Obligation. This TIF Note is one of an issue in the total principal amount of $_________, issued to aid in financing certain public development costs and administrative costs of a Development Program undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on April 20, 2026, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This TIF Note is a limited obligation of the City which is payable solely from TIF Note Pledged Tax Increment pledged to the payment hereof under the Resolution. This TIF Note shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, the City, nor any political subdivision thereof shall be obligated to pay the principal of this TIF Note or other costs incident hereto except out of TIF Note Pledged Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota , the City, or any political subdivision thereof is pledged to the payment of the principal of this TIF Note or other costs incident hereto. The Owner shall never have or be deemed to have the right to compel any exercise of any taxing power of the City or of any other public body, and neither the City nor any person executing or registering this Note shall be liable personally hereon by reason of the issuance or registration thereof or otherwise.

THE CITY MAKES NO REPRESENTATION OR WARRANTY THAT THE TIF NOTE PLEDGED TAX INCREMENT WILL BE SUFFICIENT TO PAY THE PRINCIPAL OF THIS NOTE. There are risk factors in the amount of Tax Increments that may actually be received by the City and some of those factors are listed on the attached Exhibit 1. The Registered Owner and the Developer acknowledges these risk factors and understands and agrees that payments by the City under this Note are subject to these and other factors.

7. Registration and Transfer. This TIF Note is issuable only as a fully registered TIF Note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this TIF Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon (i) surrender of this TIF Note together with a written instrument of transfer satisfactory to the City after

approval by the City Council, duly executed by the Owner; (ii) delivery by the assignee of an executed Acknowledgment Regarding TIF Note in the form set forth as **Exhibit B** to this Note. Additionally, in order to assign the Note, the assignee shall surrender the same 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 permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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 exist, to happen, and to be performed in order to make this TIF Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Elk River has caused this TIF Note to be executed with the manual signatures of its Mayor and City Clerk, all as of the Date of Original Issue specified above.

CITY OF ELK RIVER, MINNESOTA

____________________________	____________________________
Mayor	City Clerk

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within TIF Note is registered in the bond register of the City Finance Director, in the name of the person last listed below.

Date of Registration	Registered Owner	Signature of Finance Director
_________, 20__	____________________ Federal Tax I.D No_____________	___________________________

EXHIBIT 1

TO TAXABLE TIF NOTE

RISK FACTORS

Risk factors on the amount of Tax Increments that may actually be received by the City include but are not limited to the following:

1. Value of Project. If the contemplated Minimum Improvements (as defined in the TIF Agreement) constructed in the tax increment financing district is completed at a lesser level of value than originally contemplated, it will generate fewer taxes and fewer tax increments than originally contemplated.

2. Damage or Destruction. If the Minimum Improvements is damaged or destroyed after completion, its value will be reduced, and taxes and tax increments will be reduced. Repair, restoration or replacement of the Minimum Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Minimum Improvements, all of which would reduce taxes and tax increments.

3. Change in Use to Tax-Exempt. The Minimum Improvements could be acquired by a party that devotes it to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

4. Depreciation. The Minimum 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.

Exhibit 2

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] O'BRIEN HOLDINGS, LLC, a Minnesota limited liability company (the "Developer"), [secured in part by] the Taxable Tax Increment Revenue Note (Crystal Distribution Inc. 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 (the "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 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 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 TIF Assistance Agreement between the City, The Economic Development Authority for the City of Elk River, and the Developer, dated ___________, 2026 (the "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 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 E
ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this ___ day of [_______], 2026, is between the City of Elk River, Minnesota (the "City"), and O'Brien Holdings, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH

WHEREAS, the Developer has acquired from the Economic Development Authority for the City of Elk River (the "Authority") the real property legally described in **Exhibit A** attached hereto (the "Authority Property").

WHEREAS, on or before the date hereof the City, the Authority and the Developer have entered into a TIF Assistance Agreement dated as of [______], 2026 (the "TIF Assistance Agreement") regarding certain real property located in the City legally described in **Exhibit B** attached hereto (the "Development Property"), which includes the Authority Property acquired by Developer.

WHEREAS, it is contemplated that pursuant to said TIF Assistance Agreement, the Developer will construct and equip on the Authority Property an approximately 40,000 square foot expansion of the Developer's current manufacturing facility (the "Project") on a portion of the Development Property in accordance with construction plans approved by the City.

WHEREAS, the City and the Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, the City and the County Assessor have reviewed the Construction Plans for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2027, the minimum market value which shall be assigned to and assessed for the Development Property for purposes of real estate property taxation for taxes payable 2028 through 2036, both inclusive, shall be not less than $6,000,000 (the "Minimum Market Value"). It is the express intent hereof that said minimum market value shall apply with respect to the payable 2028 through the payable 2036 real property taxes, both inclusive.

2. The minimum market values herein established shall be of no further force and effect after the assessment on January 1, 2035 for taxes payable in 2036 and this Agreement shall terminate automatically on January 31, 2035; provided, however, this Agreement shall terminate on such earlier date as the TIF District (as defined in the TIF Assistance Agreement) is decertified or the TIF Note, the Interfund Loan and the Purchase Price Note (both as defined in the TIF Assistance Agreement) are fully paid, defeased or terminated in accordance with the terms of the Agreement (the "Termination Date"). If the Termination Date is earlier than January 31, 2035 for taxes payable in 2036, the City shall duly execute and record a release of this Agreement upon the written request and sole expense of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the Developer with the County Recorder of Sherburne County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the TIF Assistance Agreement among the City, the Authority and the Developer.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, shall be governed by and interpreted pursuant to Minnesota law, and may be executed in counterparts, each of which shall constitute an original hereof and all of which shall constitute one and the same instrument.

This instrument was drafted by:
Kutak Rock LLP (GAF)
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF ELK RIVER, MINNESOTA

By___________________________________
Its Mayor

By___________________________________
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of ____________, 2026, by ___________________ and ___________________, the Mayor and City Clerk of the City of Elk River, Minnesota, a municipal corporation and political subdivision, on behalf of the City.

____
Notary Public

Signature page for Assessment Agreement

O'BRIEN HOLDINGS, LLC, a Minnesota limited liability company

By____
Name: ____________________________________
Its: ______________________________________

STATE OF MINNESOTA)
) ss
COUNTY OF _________)

The foregoing instrument was acknowledged before me this ____ day of _______, 2026, by ___________, the ___________ of O'Brien Holdings, LLC, a Minnesota limited liability company, on behalf of said limited liability company.

____
Notary Public

Signature page for Assessment Agreement

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement, dated as of the date first written above, by and between the City of Elk River, Minnesota and O'Brien Holdings, LLC, the plans and specifications for the Project, as defined in the foregoing Assessment Agreement, and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market value contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above-described Development Property, hereby certifies that the minimum market value as of January 1, 2027 of $6,000,000 assigned to such land and improvements is reasonable.

____
County Assessor for Sherburne County

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

This instrument was acknowledged before me on ___________, 2026, by ______________________, the County Assessor of Sherburne County.

____
Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of the Authority Property

The property located in the City of Elk River, Sherburne County, Minnesota legally described as:

That part of Lot 1, Block 1, NORTHSTAR BUSINESS PARK, Sherburne County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the Northeasterly corner of said Lot 1; thence southeasterly on a curve along the Southwesterly right-of-way line of Twin Lakes Road an arc distance of 196.58 feet, said curve concave to the northeast, having a radius of 880.21 and a delta angle of 12 degrees 47 minutes 45 seconds, to the point of beginning of said described line; thence southwesterly to a point on the Westerly line of said Lot 1, 477.16 feet northwesterly of the Northwest corner of said Lot 2 and there terminating.

EXHIBIT B TO ASSESSMENT AGREEMENT

Legal Description of the Development Property

Lot 2, Block 1, NORTHSTAR BUSINESS PARK, Sherburne County, Minnesota,

and

That part of Lot 1, Block 1, NORTHSTAR BUSINESS PARK, Sherburne County, Minnesota, lying southerly and easterly of the following described line:

Commencing at the Northeasterly corner of said Lot 1; thence southeasterly on a curve along the Southwesterly right-of-way line of Twin Lakes Road an arc distance of 196.58 feet, said curve concave to the northeast, having a radius of 880.21 and a delta angle of 12 degrees 47 minutes 45 seconds, to the point of beginning of said described line; thence southwesterly to a point on the Westerly line of said Lot 1, 477.16 feet northwesterly of the Northwest corner of said Lot 2 and there terminating.

[The Development Property is proposed to be replatted as Lot 2, Block 1, Northstar Business Park Second Addition]

Request for Action

To
City Council

Item Number
8.1

Meeting Date
May 4, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Review work session items listed below and identify future work session topics.

Background/Discussion
Work sessions will be added to the end of regular meetings on the first and third Mondays as needed. At the first Council meeting of each month, staff will present a list of future work session topics for Council review. Proposed work session topics are as follows:

- Public Safety grant expenditure update
- Review of zoning north of 197th Ave and the gravel mining area following Highway 169 construction
- Update of traffic light timing along Highway 169
- City Council Mission/Vision - Staff/Council Retreat
- Education on the controversy over data centers
- Joint meeting with Sherburne County (Spring 2026)
- Deer hunting firearms (August 2026)
- Rapp Strategies Public Relations Firm for November Sales Tax Referendum (June 2026)

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow, meet changing needs (agile), and ethical, efficient, and responsible.

Attachments
None

The Elk River Vision

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

Request for Action

To
City Council

Item Number
8.2

Meeting Date
May 4, 2026

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Ordinance 26-11 Amending Chapter 2, Article 5 Regarding Commission Compensation

Reviewed by
Cal Portner

Action Requested
Approve, by motion, Ordinance 26-11 amending Chapter Two (Administration) of the city code.

Background/Discussion
The Economic Development Authority (EDA), Housing and Redevelopment Authority (HRA), and Public Utilities Commission (PUC) compensate their respective board members for their service. EDA compensation is governed by the enabling resolution passed by the City Council, the HRA under a per-meeting reimbursement defined by state statute, and Utilities through long-standing practice.

Section 2-195 of the city code generally provides that members of commissions do not receive compensation, and it is unclear whether this provision applies directly to city-created organizations. This potential conflict in ordinance has been identified as the ERMU Commission reviewed its current compensation levels. This action aligns Sec. 2-195 with current practice and ensures there is consistency between this section and other actions of the City Council, enabling compensation to members of the HRA, EDA, and PUC.

Financial Impact
N/A

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments
1. Ordinance 26-11 Amending Chapter 2, Article 5

~~Strikethroughs~~ to be removed
Underlines to be added

Ordinance 26-11

An Ordinance Amending Chapter 2, Administration of the City of Elk River, Minnesota, City Code

The City Council of the City of Elk River does hereby ordain as follows:

SECTION 1. That § **2-195**, Compensation, Expenses, Training of the City of Elk River Code of Ordinances shall be amended to read as follows:

Commission members shall serve without compensation, except as stated in this section, but may be reimbursed for actual expenses incurred while performing their duties. Members shall be encouraged to avail themselves of training courses offered by the city, state, and other governmental units and agencies, and the city council, or the respective authority or commission, shall budget for the reimbursement of expenses incurred in training each year. Members of the Economic Development Authority, Housing and Redevelopment Authority, and the Public Utilities Commission may receive compensation for their service, from the funds of the respective authority or commission, and compensation for those members shall be set by enabling resolutions, policies, or bylaws, and, as applicable, limits imposed by statute and the city council.

SECTION 2. That this ordinance shall take effect upon adoption and publication as provided by law.

Passed and adopted by the City Council of the City of Elk River this 4th day of May 2026.

____
John J. Dietz, Mayor

ATTEST:

____
Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
9.1

Meeting Date
May 4, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion
The Mayor and Councilmembers serve as liaisons to multiple committees and commissions. The first meeting of the month provides an opportunity for the Council to provide updates on the work of those committees and commissions.

- **Community Event Center Commission** – CM Beyer
- **Heritage Preservation Commission** – CM Calva
- **Parks and Recreation Commission** – CM Grupa
- **Planning Commission** – CM Wagner
- **Housing and Redevelopment Authority -** Mayor Dietz
- **Utilities Commission** – Mayor Dietz
- **Region 7W** – Mayor Dietz

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
The City of Elk River Mission Statement.

Attachments
None

Request for Action

To
City Council

Item Number
11.1

Meeting Date
May 4, 2026

Prepared By
Lori Stich, Finance Manager

Item Description
1st Quarter Investment Report

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Information Only

Background/Discussion

The purpose of this report is to update the City Council on the status of the various investments the city maintains as of March 31, 2026.

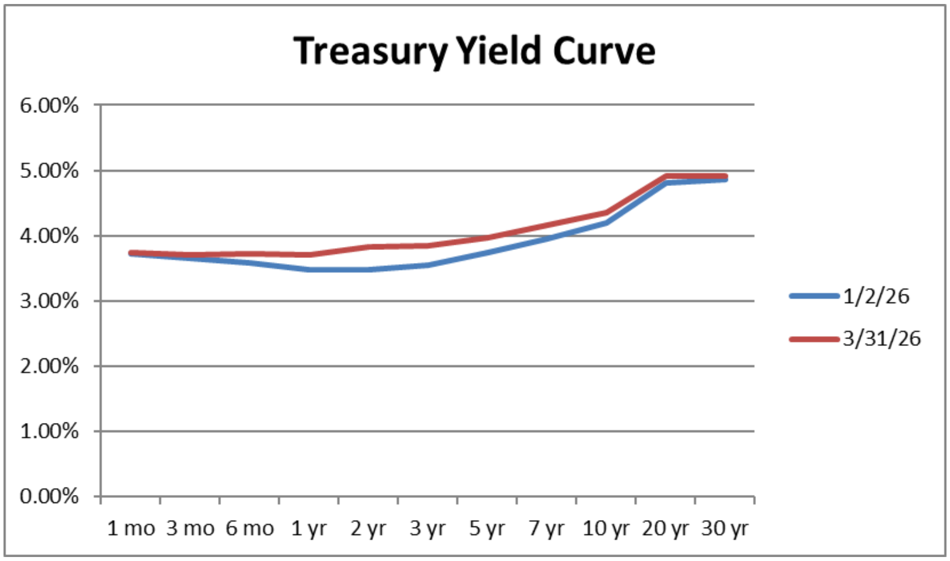
Background

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 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 at which we invest our funds. The finance staff ensures the city is sufficiently liquid by continually updating our forecast on the anticipated cash flow needs over the next five-year period. 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.



Cities generally use a short-horizon benchmark such as the two-year Treasury Bill or some similar measure. As of 3/31/26, the two-year T-bill was at 3.82%, up from 3.47% on 1/2/26. Our current portfolio yield is roughly 4.16%.

Our primary reserve account is our 4M Fund, which is a money market account where many cities pool their funds. It currently yields 3.60% with daily withdrawal privileges. It is important that the city maintains a strong diversified portfolio, prioritizing safety, liquidity, and flexibility in this market environment.

Financial Impact
N/A

Mission/Policy/Goal
Responsible for every dollar - good stewards.

Attachments
1. 03-2026 Investment summary

Bond Summary

as of March 31, 2026

Bond Overview

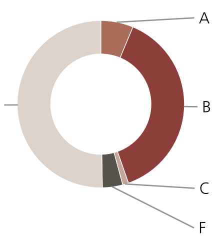
Total quantity	51,585,000
Total market value	$49,821,940.97
Total accrued interest	$238,995.09
Total market value plus accrued interest	$50,060,936.07
Total estimated annual bond interest	$1,646,219.16
Average coupon	3.30%
Average current yield	3.30%
Average yield to maturity	4.16%
Average yield to worst	4.16%
Average modified duration	2.60
Average effective maturity	3.86

Investment Type Allocation

Investment type	Taxable ($)	Tax-exempt / deferred ($)	Total ($)	% of bond port.
Asset/Mortgage	24,921,701.43	0.00	24,921,701.43	49.78
Certificates of deposit	1,965,167.49	0.00	1,965,167.49	3.93
Municipals	23,174,067.15	0.00	23,174,067.15	46.29
Total	**$50,060,936.07**	**$0.00**	**$50,060,936.07**	**100%**

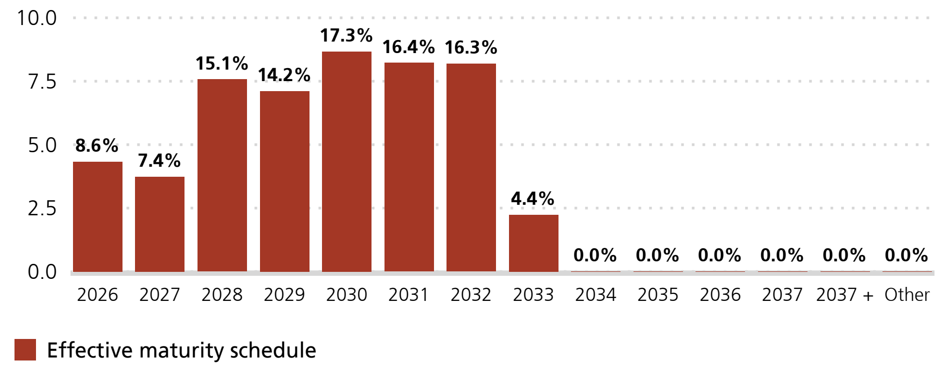
Credit Quality of Bond Holdings

	Effective credit rating	Issues	Value on 03/31/2026 ($)	% of port.
A	Aaa/AAA/AAA	8	3,142,085.99	6.28
B	Aa/AA/AA	41	19,204,039.17	38.31
C	A/A/A	2	572,440.83	1.14
D	Baa/BBB/BBB	0	0.00	0.00
E	Non-investment grade	0	0.00	0.00
F	Certificate of deposit	8	1,965,167.49	3.92
G	Not rated	37	25,177,202.58	50.35
Total		**96**	**$50,060,936.07**	**100%**



Bond Maturity Schedule

$ Millions



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.