City Council

Regular Meeting
&
Work Session
Agenda

Monday, July 6, 2026
6:30 PM
Elk River City Hall

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

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1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 June 22, 2026, Council Retreat Minutes

4.2 Check Register

4.3 Resolution 26-45: Final Plat of Bradford Park 3rd Addition

4.4 Resolution 26-46: Finding of Fact Denying an Ordinance Amendment, Onyx Strategic Partners

4.5 Resolution 26-42: Authorize Transfer from the Liquor Fund to the Park Improvement Fund

4.6 Resolution 26-43: Authorize Transfer from the Government Building Fund to the 2020B CIP Refunding Debt Service Fund.

4.7 FT Center 2027 Rate Schedule

4.8 Resolution 26-44: Appointing Election Judges for the 2026 Elections

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

4.10 FT Center Restroom/Shower Improvements — Architect Letter of Agreement

4.11 Temporary On-Sale Liquor License: F.O.E Aerie 3264 August 2026

4.12 Temporary On-Sale Liquor License: F.O.E Aerie 3264 September 2026

4.13 Employment Termination

4.14 Economic Development Director Position Classification

4.15 Curbing Replacement on 2021 Street Improvement Project

4.16 Temporary Liquor License: Aegir Brewing Company

4.17 Annual Renewals of Aggregate Mining Licenses

4.18 IT Server Replacements

4.19 Hire Park Maintenance Worker

4.20 Change Order 1 – 2026 Parking Lot Improvements

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

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 Easement Vacation and Final Plat: Meadowsweet Bend Second Addition, Twin City Land Development

7.2 Ordinance Amendment and Conditional Use Permit: Data Center, Michael Margulies - 19178 Industrial Blvd NW

8. GENERAL BUSINESS

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

8.1 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION

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

11.1 Police Department Front Desk Remodel

11.2 Police Department Camera System Replacement

12. MOTION TO ADJOURN

The Elk River Vision

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

13. CLOSED SESSION - PID 75-00566-0110

13.1 Statement to be read by the Mayor:

"The City Council will be closing the meeting pursuant to MN Statute Section 13D.05, Subdivision 3(c)(1) to consider offers or counteroffers relating to the sale of PID 75-00566-0110."

13.2 Motion Calling Closed Meeting

13.3 Hold Closed Meeting

13.4 Motion to Adjourn Closed Meeting

Request for Action

To
City Council

Item Number
4.1

Meeting Date
July 6, 2026

Prepared By
Dawn Robertson, Records Specialist

Item Description
June 22, 2026, Council Retreat Minutes

Reviewed by
Cal Portner
Cal Portner
Justin Dunford

Action Requested

Background/Discussion

Financial Impact

Mission/Policy/Goal
Explain how this meets the city's mission, current policies and/or council goals

Attachments
1. June 22, 2026, Council Retreat Minutes

Meeting of the City Council
Held at the Elk River Fire Station #2
Monday, June 22, 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 Administrator Cal Portner, Economic Development Director Brent O'Neil, Business Services Director/Assistant City Administrator Joe Stremcha, Public Works Director/Chief Engineer Justin Femrite, Community Development Director Zack Carlton, Police Chief David Kuhnly, City Clerk Justin Dunford, Records Specialist Dawn Robertson.

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 01:05 p.m.

2. CONSENT AGENDA

2.1 Review and Discuss Mission, Vision, and Goals

Mr. Portner reviewed the current values, vision, mission statement, and goals.

Councilmember Wagner suggested revising the Elk River Vision text to incorporate the terms 'innovative,' 'thoughtful,' and 'forward-thinking.'

Mr. Portner requested Councilmember Wagner bring her ideas for a new vision statement to a future meeting.

Elk River Municipal Mission Components:

- Opportunity to live, work, and play
- Responsibly grow
- Meet changing needs - Agile
- Timeless
- Ethical, efficient, and responsible
- Work with citizens to achieve goals
- Responsible for every dollar – good stewards
- Help improve resident's quality of life
- Reflect the culture of citizens and what is important

DRAFT

- Together we win

Elk River City Council Mission Statement

Where council and staff work with citizens to develop a sustainable and prosperous community for all to live, work, and play and to appropriately govern in an ever-changing environment.

Mr. Portner asked for suggestions from the Council and staff for their ideas on updating the mission statement, noting a change to live, work, and play could be a possibility.

Councilmember Wagner mentioned that updates to the mission statement should be mindful of trends without being trendy, ensuring social media does not guide decisions, but that the council is listening and leading based on facts.

Mr. Dunford suggested including the statement "a sustainable community where everyone feels at home and can connect with their neighbors," pointing to the shared city spaces.

Mr. Femrite emphasized the need to create awareness and foster a sense of collective ownership, where the residents view public spaces as 'ours.'

Councilmember Calva shared his rewritten mission statement: "An innovative and welcoming community striving for inclusive engagement and exceptional service to provide connection, restoration, and the most positive life possible."

The updated mission statement will be finalized at a future meeting.

Mr. Portner reviewed the goals set in 2025.

Short Term: (2026-29)

- Commercial Development
- Budget and sinking fund for building repair
    - Transition PW facility bond to general levy
- Draft cost participation policy for trail/street improvement projects.

Suggested Items to add to Short Term Goals:

- Traffic-control measures for the School Street exit during high-volume travel periods.
- Industrial/Business Park property
- updates to parks, including neighborhood, community, and athletics

Mr. Femrite shared comments from residents about the gravel roads. The council and staff discussed researching costs to mitigate dust, pave the roads, hire or train experienced employees, and replace grading machinery. Mr. Femrite will bring cost estimates to a future meeting.

Mid-term: 2030

- Acquire business park land
  - Assist with private development as needed
- Commercial development
  - Commercial Reserve Transition Zoning District
  - Hotel/Hospitality Growth
- Oak Knoll/Hale's Field improvement (ISD 728)
- Community-Wide Strategic Planning Implementation (downtown district)
- Identify city actions required after Elk River Landfill closure (groundwater)
- Gravel mining closure (transmission line placement)
- Fire Station #1 replacement/improvements
- Implementation of Parks Master Plan
- Implementation of new Housing Study recommendations (workforce housing)

Suggested Items to Add to Mid-Term Goals:

- Rural MnDOT Transportation (Northstar Bus Route)
- Acquisition of the park and ride property, MnDOT/Met Council
- Babcock Park Improvement

Long-term (2035-Beyond)

- Urban Service Area expansion
- Commercial/Industrial development
- Trail connections
- Pedestrian Trail Connection downtown over the railroad and TH10.
- More retail development in western Elk River
- Riverwalk from Orono Park to the City of Ramsey
- Highway 10 safety and mobility improvements, 165th Ave to Jarvis St.
- Trunk Highway 169 and 225th Avenue Safety Improvements
- Implementation of Downtown Small Area Study recommendations
- County Fairgrounds Redevelopment
- CRT Zoning review/update
- Wapiti Park Campground
- Athletic Field Improvements
- Public Works/ Engineering

Mr. Femrite shared updates on recent state-level efforts and wins. He noted that the state has made positive changes to local obligations for road and infrastructure improvements. To help reduce the

financial impact on local governments, he has been working with the city and county engineers' associations to create better standards. He plans to share these new concepts with the council soon. Finally, he pointed out that Municipal State Aid funding is becoming tighter as more cities qualify for the program.

The Council recessed at 3:02 p.m. The meeting reconvened at 3:09 p.m.

Chief Kuhnly presented the 2027–2028 supervision proposal and department attrition plan. He discussed the hiring process and stated he has been deliberate in hiring Community Service Officers who intend to transition into full-time police officers. To mitigate the operational impacts of six upcoming retirements and avoid the negative effects of understaffing, he proposed hiring two officers ahead of schedule, followed by two additional officers in both 2027 and 2028. Additionally, Chief Kuhnly introduced the Officer in Charge program and outlined a multi-year staffing timeline: hiring two officers and a fifth night-shift sergeant in 2027; hiring two officers in 2028; and hiring one officer, adding a sixth sergeant, and pausing the grant-funded Traffic Safety Officer (TSO) position in 2029.

Mr. Carlton presented information on future residential community growth. He stated that growth potential on the north side of the city depends on the expansion of utilities and the gravel mines. He also mentioned the need for affordable "middle housing," such as duplexes and multifamily housing. Additionally, he shared the importance of promoting economic development and supporting a strong business community to encourage community investment and tourism.

Mayor Dietz asked about adding signs along the highways for businesses to let people know when to exit. It was explained that there are certain standards, rules, and policies that make the signs eligible.

Mr. Carlton shared a map and images of possible business opportunities in the city, highlighting large parking lot areas such as Ashley Furniture.

Mr. Femrite shared with the Council that with the amount of infrastructure the city has added with the Miske Meadows, Bradford Park, Meadowsweet Bend and Oakwater Ridge Developments, the Public Works Department will need to add staff and machinery to accommodate maintaining the addition of the streets and trails.

The Council recessed at 5:16 p.m. for dinner. The meeting reconvened at 5:51 p.m.

Brent O’Neil shared the Economic Development outlook and brand recruitment strategies vs. local businesses.

Councilmember Wagner expressed concerns that national brand-name stores do not contribute to the community to the same extent as local small businesses. She noted that small businesses frequently provide local support, such as student sports fundraisers, team sponsorships, and active participation in the Downtown Elk River Business Association (DERBA).

Councilmember Calva asked if stores such as Sam's Club or Dick's Sporting Goods would be an opportunity for Elk River. Mr. O'Neil mentioned several redevelopment opportunities like these. The challenges to recruiting those businesses are where they could be established.

Mr. O'Neil shared several potential properties for large industrial buildings. He stated that the current

industrial build sites are limited and would like to engage outside help in locating lots and planning for what the investment would look like from the Economic Development Authority to make these properties available.

Mr. Stremcha shared overall budget factors, revenue reductions, expense increase estimates, and potential revenue sources. Mr. Stremcha showed a breakdown of the Park facilities Framework Plan and the breakdown and cost of the 6 phases. Mr. Portner and Mr. Stremcha spoke about a second option for a fire station, to include a fall referendum and including athletic facility improvements to collaborate with ISD 728.

The Council consensus was not in favor of adding a referendum to the upcoming election. It was believed that the local sales tax amendment would pay for the fire station, and that is no longer an option. Staff will give notice to the architect group involved in designing the fire station that the city is postponing the plan for now.

Mayor Dietz suggested transferring $650,000 from the Building Reserve Fund to the 2027 General Fund Budget to offset lost revenue from the Liquor Operations Fund and LGA.

Mr. Portner mentioned several notable repairs that will be needed to city buildings in the near future, which are scheduled to be funded by the Building Reserve Fund.

Council directed staff to inquire regarding the availability of the Nystrom property located at 19232 Proctor Road NW, for future city use.

Councilmember Wagner requested a review of City Council pay, as the rate of pay has not changed during her tenure.

Due to time constraints, Mr Portner recommended moving the follow-up to the goal-setting portion of the meeting to a Work Session in July.

3. MOTION TO ADJOURN

The meeting adjourned at 07:34 p.m.

Minutes prepared by Dawn Robertson.

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John J. Dietz, Mayor Justin Dunford, City Clerk

DRAFT

Request for Action

To
City Council

Item Number
4.2

Meeting Date
July 6, 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 July 6, 2026.

Background/Discussion
The details for the period ending July 6, 2026, are attached to this request for action.

Total for All Funds	$1,654,433.80

Financial Impact
N/A

Mission/Policy/Goal
N/A

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ASPEN MILLS						
101						
377299	1	UNIFORMS - J. KREUSER/CHIEF BA	Invoice	06/16/2026	820.93	101-4-2310-4217
101						
377874	1	UNIFORMS - TRENT COLLINS	Invoice	06/26/2026	33.85	101-4-2320-4217
101						
377944	1	UNIFORMS - J COLLINS	Invoice	06/26/2026	59.95	101-4-2320-4217
Total 10749 ASPEN MILLS:					914.73	
ELK RIVER GOLF CLUB						
101						
Lets Play Golf	1	GOLF CAMP 2026	Invoice	06/25/2026	720.00	101-4-5220-4409
Total 17480 ELK RIVER GOLF CLUB:					720.00	
GREENSCAPE COMPANIES, INC						
221						
29132	1	IRRIGATION START-UP/SERVICES	Invoice	06/23/2026	569.30	221-4-5400-4401
Total 20525 GREENSCAPE COMPANIES, INC:					569.30	
RYAN COWLEY						
101						
6262026 RC	1	REIMB PER DIEM 6/14-6/17 COWLEY	Invoice	06/26/2026	211.00	101-4-2130-4331
Total 15242 RYAN COWLEY:					211.00	
SIG SAUER INC						
101						
6413991	1	SUPPRESSOR WARRANTY REPLAC	Invoice	06/22/2026	250.00	101-4-2120-4219
Total 12902 SIG SAUER INC:					250.00	
TOTAL REGISTER SYSTEMS						
603						
3478	1	SUPPLIES - LABELS	Invoice	06/22/2026	387.27	603-4-9112-4219
34530 TOTAL REGISTER SYSTEMS:					387.27	
WENDY BALDINGER						
101						
260716 - 7/16/26	1	ENTERTAINMENT IN THE PARK 07/16	Invoice	03/11/2026	325.00	101-4-5220-4409
Total 11317 WENDY BALDINGER:					325.00	
A T & T MOBILITY						
101						
X06282026	1	IPAD	Invoice	06/20/2026	37.98	101-4-1110-4321
101						
X06282026	2	TRAIL CAMERA 1	Invoice	06/20/2026	32.98	101-4-2130-4433
101						
X06282026	3	TRAIL CAMERA 2	Invoice	06/20/2026	32.98	101-4-2130-4433
101						
X07032026	1	FIRSTNET WIRELESS SVCS-FIRE	Invoice	06/25/2026	678.60	101-4-2310-4321

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
X07032026	2	FIRSTNET WIRELESS SVCS-ADMIN	Invoice	06/25/2026	38.73	101-4-1210-4321
602						
X07032026	3	FIRSTNET WIRELESS SVCS-WW	Invoice	06/25/2026	45.46	602-4-9010-4321
101						
X07032026	4	FIRSTNET WIRELESS SVCS-FAC MAI	Invoice	06/25/2026	129.65	101-4-1600-4321
101						
X07032026	5	FIRSTNET WIRELESS SVCS-IT	Invoice	06/25/2026	151.53	101-4-1350-4321
101						
X07032026	6	FIRSTNET WIRELESS SVCS-POLICE	Invoice	06/25/2026	3,491.86	101-4-2110-4321
Total 10138 A T & T MOBILITY:					4,639.77	
AID ELECTRIC CORPORATION						
221						
1205703	1	ELECTRICAL SERVICES - FIELDHOU	Invoice	04/27/2026	1,688.41	221-4-5400-4401
603						
1206202	1	CIRCUITS PLAN FOR NORTHBOUND	Invoice	06/11/2026	410.00	603-4-9112-4404
101						
1206203	1	ELECTRICAL REPAIRS	Invoice	06/11/2026	582.50	101-4-2190-4401
221						
1206213	1	EXIT SIGN REPLACEMENT FIELDHO	Invoice	06/11/2026	747.50	221-4-5400-4219
Total 10373 AID ELECTRIC CORPORATION:					3,428.41	
AMAZON CAPITAL SERVICES						
101						
1CCV-HXTM-TRLY	1	CAMP AND CONCERT SUPPLIES	Invoice	06/10/2026	98.29	101-4-5220-4219
101						
1167-9T4T-XJNT	1	SAFETY PICNIC - REWARDS	Invoice	06/10/2026	115.23	101-4-1220-4201
101						
137P-P3DY-4FWQ	1	SCREEN PROTECTORS - TIMEKEEPI	Invoice	06/16/2026	37.98	101-4-1310-4201
101						
13FM-L7N7-GDX3	1	CAMP SUPPLIES	Invoice	06/26/2026	6.39	101-4-5220-4219
101						
176X-X7TF-XRPP	1	PROGRAM SUPPLIES	Invoice	06/12/2026	309.02	101-4-5510-4219
101						
1D11-DPGW-CNKP	1	SUPPLIES	Invoice	06/17/2026	35.34	101-4-1350-4219
101						
1FC4-7W3L-XLJX	1	SUPPLIES - MOUSE/BOOK	Invoice	06/16/2026	231.15	101-4-1350-4219
101						
1GY6-G664-MX6Y	1	DETECTIVE UNIT SUPPLIES	Invoice	06/17/2026	88.67	101-4-2130-4219
602						
1HL9-44WX-G1XP	1	SUPPLIES	Invoice	06/15/2026	33.44	602-4-9020-4219
101						
1JG4-4HVC-CJ43	1	SUPPLIES - CHAIR MAT	Invoice	06/14/2026	116.99	101-4-1210-4201
101						
1JL1-CVGN-R93W	1	CELL PHONE/ACCESSORIES	Invoice	06/22/2026	102.86	101-4-2110-4219
602						
1JTT-RTDC-9HRM	1	SUPPLIES	Invoice	06/15/2026	38.84	602-4-9020-4219
290						
1KDM-XFTV-VF6G	1	IPADS - WFM KIOSK EMPLOYEE PUN	Invoice	06/17/2026	1,542.84	290-4-1350-4219
101						
1KHW-VR7D-YTY1	1	PROGRAM SUPPLIES	Invoice	06/22/2026	415.84	101-4-5510-4219
101						
1KVC-RGTP-V991	1	SUPPLIES - FUSES	Invoice	06/12/2026	13.99	101-4-1350-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1N7X-TVQD-7LGD	1	SUMMER CAMP SUPPLIES	Invoice	06/13/2026	164.61	101-4-5220-4219
101						
1NTK-Q9JR-3HGP	1	SUPPLIES	Invoice	06/18/2026	28.96	101-4-2320-4219
101						
1PND-6VK6-6FH4	1	SUPPLIES - SCREEN PROTECTORS	Invoice	06/08/2026	18.99	101-4-1350-4219
101						
1PPV-Y9JV-H39X	1	PROGRAM SUPPLIES	Invoice	06/26/2026	45.34	101-4-5510-4219
101						
1PT7-6166-4KHH	1	CARD STOCK PAPER	Invoice	06/15/2026	32.37	101-4-1120-4201
101						
1QMD-C37Y-JKMF	1	CONCERT SUPPLIES	Invoice	06/15/2026	10.99	101-4-5220-4219
101						
1RQJ-PTFJ-Y3RK	1	PROGRAM SUPPLIES	Invoice	06/22/2026	65.98	101-4-5510-4219
221						
1VT6-P4VP-CRDR	1	OFFICE SUPPLIES	Invoice	06/25/2026	19.63	221-4-5400-4219
221						
1VT6-P4VP-CRDR	2	DONGLES - RESALE	Invoice	06/25/2026	15.50	221-4-5400-4259
101						
1WQV-7C79-DHLM	1	OFFICE SUPPLIES	Invoice	06/11/2026	120.11	101-4-3120-4201
101						
1WR6-FVTJ-3M9T	1	SUPPLIES - DUST COVERS/MICE	Invoice	06/15/2026	103.82	101-4-1350-4219
101						
1XDK-4NLD-WG7D	1	FARMERS MARKET SUPPLIES	Invoice	06/22/2026	64.00	101-4-5230-4219
Total 13706 AMAZON CAPITAL SERVICES:					3,877.17	
AMERICAN PRESSURE, INC						
101						
160310	1	WASH BAY PARTS	Invoice	06/24/2026	265.60	101-4-3120-4219
Total 10477 AMERICAN PRESSURE, INC:					265.60	
ARTISAN BEER COMPANY						
603						
3864793	1	BEER	Invoice	06/17/2026	258.30	603-4-9111-4252
603						
3864795	1	BEER	Invoice	06/17/2026	361.80	603-4-9151-4252
603						
3864796	1	THC PRODUCTS	Invoice	06/17/2026	66.30	603-4-9151-4256
603						
3866726	1	BEER	Invoice	06/24/2026	73.80	603-4-9111-4252
603						
3866727	1	THC PRODUCTS	Invoice	06/24/2026	66.25	603-4-9111-4256
603						
3866728	1	BEER	Invoice	06/24/2026	253.80	603-4-9151-4252
603						
3867415	1	THC PRODUCTS	Invoice	06/26/2026	22.00	603-4-9151-4256
603						
454135	1	THC PRODUCTS CREDIT	Invoice	06/12/2026	252.00-	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					850.25	
ATT LLC						
101						
S30100	1	CRIME PREVENTION SUPPLIES	Invoice	06/15/2026	608.00	101-4-2150-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15332 ATT LLC:					608.00	
BEAUDRY OIL & SERVICE INC						
602						
3323395	1	OIL	Invoice	06/15/2026	72.63	602-4-9020-4219
Total 11663 BEAUDRY OIL & SERVICE INC:					72.63	
BELLBOY CORP BAR SUPPLY						
603						
111310200	1	POP/MISC	Invoice	06/23/2026	92.00	603-4-9111-4255
603						
111310200	2	FREIGHT	Invoice	06/23/2026	6.45	603-4-9111-4332
Total 11810 BELLBOY CORP BAR SUPPLY:					98.45	
BELLBOY CORPORATION						
603						
211647000	1	LIQUOR	Invoice	06/16/2026	768.00	603-4-9111-4251
603						
211647000	2	FREIGHT	Invoice	06/16/2026	16.50	603-4-9111-4332
603						
211749700	1	LIQUOR	Invoice	06/23/2026	101.00	603-4-9111-4251
603						
211749700	2	FREIGHT	Invoice	06/23/2026	1.65	603-4-9111-4332
603						
301093400	1	THC PRODUCTS	Invoice	06/23/2026	820.00	603-4-9111-4256
603						
301093400	2	FREIGHT	Invoice	06/23/2026	16.50	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					1,723.65	
BERNICK'S						
603						
10504087	1	POP/MISC	Invoice	06/17/2026	30.83	603-4-9111-4255
603						
10504088	1	THC PRODUCTS	Invoice	06/17/2026	153.50	603-4-9111-4256
603						
10504089	1	BEER	Invoice	06/17/2026	3,911.00	603-4-9111-4252
603						
10504090	1	POP/MISC	Invoice	06/17/2026	259.17	603-4-9151-4255
603						
10504091	1	THC PRODUCTS	Invoice	06/17/2026	75.50	603-4-9151-4256
603						
10504092	1	BEER	Invoice	06/17/2026	1,307.65	603-4-9151-4252
603						
10506310	1	POP/MISC	Invoice	06/24/2026	128.11	603-4-9111-4255
603						
10506311	1	THC PRODUCTS	Invoice	06/24/2026	129.00	603-4-9111-4256
603						
10506312	1	BEER	Invoice	06/24/2026	6,549.40	603-4-9111-4252
603						
10506313	1	BEER	Invoice	06/24/2026	25.20	603-4-9111-4252
603						
10506314	1	BEER CREDIT	Invoice	06/24/2026	78.45-	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10506315	1	THC PRODUCTS	Invoice	06/24/2026	50.00	603-4-9151-4256
603						
10506316	1	BEER	Invoice	06/24/2026	2,117.30	603-4-9151-4252
Total 11950 BERNICK'S:					14,658.21	
BERRY COFFEE COMPANY						
101						
1115917	1	COFFEE FILTER	Invoice	06/22/2026	78.00	101-4-2190-4219
101						
1120464	1	COFFEE - SR ACTIVITY CENTER	Invoice	06/22/2026	337.81	101-4-5510-4219
101						
1120496	1	COFFEE - PD	Invoice	06/22/2026	435.94	101-4-2190-4219
Total 11959 BERRY COFFEE COMPANY:					851.75	
BLACKHAWK PEST CONTROL, LLC						
221						
52829	1	PEST CONTROL-FTCENTER	Invoice	06/22/2026	150.00	221-4-5400-4401
101						
52830	1	PEST CONTROL - PUBLIC SAFETY	Invoice	06/22/2026	130.00	101-4-2190-4401
101						
52833	1	PEST CONTROL - CITY HALL	Invoice	06/22/2026	125.00	101-4-1600-4401
211						
52834	1	PEST CONTROL-LIBRARY	Invoice	06/22/2026	82.50	211-4-5600-4401
101						
52835	1	PEST CONTROL-FS 1	Invoice	06/22/2026	52.50	101-4-2310-4401
603						
52837	1	PEST CONTROL - NB	Invoice	06/22/2026	64.19	603-4-9112-4404
603						
52838	1	PEST CONTROL-WB	Invoice	06/22/2026	55.56	603-4-9152-4404
Total 14717 BLACKHAWK PEST CONTROL, LLC:					659.75	
BOLTON & MENK, INC						
221						
397894	1	FT CENTER PARKING LOT	Invoice	06/16/2026	6,538.00	221-4-5400-4319
401						
397894	2	DOWNTOWN RECONSTRUCTION	Invoice	06/16/2026	20,986.50	401-4-8220-4303
403						
397896	1	LINE AVE CUL-DE-SAC	Invoice	06/16/2026	312.00	403-4-8440-4303
406						
397897	1	MEADOWWOODS VILLAGE - SEWER	Invoice	06/16/2026	8,260.50	406-4-8050-4303
225						
397898	1	MEGA LOOP TRAIL IMPROVEMENTS	Invoice	06/16/2026	612.00	225-4-8546-4303
440						
397901	1	PT COMPLEX SAFETY NETTING	Invoice	06/16/2026	8,510.00	440-4-5110-4409
403						
397903	1	HWY 10 & 165TH AVE INTERSECTIO	Invoice	06/16/2026	30,617.50	403-4-8450-4303
403						
397905	1	YALE STREET EXTENSION	Invoice	06/16/2026	345.00	403-4-8440-4303
Total 11019 BOLTON & MENK, INC:					76,181.50	
BOND TRUST SERVICES CORPORATION						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
301						
106016	1	AGENT FEES - 2020A	Invoice	06/12/2026	475.00	301-4-7000-4621
333						
106017	1	AGENT FEES - 2020B	Invoice	06/12/2026	475.00	333-4-7000-4621
602						
106018	1	AGENT FEES - 2020C	Invoice	06/12/2026	475.00	602-4-9010-4621
Total 52260 BOND TRUST SERVICES CORPORATION:					1,425.00	
BREAKTHRU BEVERAGE MINNESOTA						
603						
127528652	1	BEER	Invoice	06/18/2026	422.40	603-4-9151-4252
603						
127529382	1	LIQUOR	Invoice	06/18/2026	1,461.94	603-4-9151-4251
603						
127529382	2	FREIGHT	Invoice	06/18/2026	26.58	603-4-9151-4332
603						
127529383	1	WINE	Invoice	06/18/2026	792.00	603-4-9151-4253
603						
127529383	2	FREIGHT	Invoice	06/18/2026	15.95	603-4-9151-4332
603						
127633289	1	LIQUOR	Invoice	06/25/2026	1,204.83	603-4-9151-4251
603						
127633289	2	FREIGHT	Invoice	06/25/2026	16.79	603-4-9151-4332
603						
127633290	1	WINE	Invoice	06/25/2026	288.00	603-4-9151-4253
603						
127633290	2	FREIGHT	Invoice	06/25/2026	4.35	603-4-9151-4332
603						
127633291	1	POP/MISC	Invoice	06/25/2026	166.05	603-4-9151-4255
603						
127633291	2	FREIGHT	Invoice	06/25/2026	7.25	603-4-9151-4332
603						
414920796	1	LIQUOR CREDIT	Invoice	06/19/2026	179.00-	603-4-9151-4251
603						
414920796	2	FREIGHT CREDIT	Invoice	06/19/2026	1.45-	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					4,225.69	
603						
127528825	1	BEER	Invoice	06/18/2026	57.70	603-4-9111-4252
603						
127529520	1	LIQUOR	Invoice	06/18/2026	6,954.40	603-4-9111-4251
603						
127529520	2	FREIGHT	Invoice	06/18/2026	131.95	603-4-9111-4332
603						
127633429	1	POP/MISC	Invoice	06/25/2026	186.23	603-4-9111-4255
603						
127633429	2	FREIGHT	Invoice	06/25/2026	7.25	603-4-9111-4332
603						
127633430	1	LIQUOR	Invoice	06/25/2026	2,726.82	603-4-9111-4251
603						
127633430	2	FREIGHT	Invoice	06/25/2026	40.10	603-4-9111-4332
603						
127633431	1	WINE	Invoice	06/25/2026	2,640.00	603-4-9111-4253
603						
127633431	2	FREIGHT	Invoice	06/25/2026	40.60	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					12,785.05	
BRYCE HEGGE						
101						
3073 - 7/16/26	1	FARMERS MARKET MUSIC 7/16/26	Invoice	02/05/2026	175.00	101-4-5230-4409
Total 52344 BRYCE HEGGE:					175.00	
C & L DISTRIBUTING CO						
603						
1839001757	1	BEER CREDIT	Invoice	06/10/2026	102.61-	603-4-9151-4252
603						
1839001758	1	BEER CREDIT	Invoice	06/10/2026	11.50-	603-4-9151-4252
603						
1839001771	1	BEER CREDIT	Invoice	06/17/2026	43.05-	603-4-9151-4252
603						
1839001772	1	WINE CREDIT	Invoice	06/17/2026	2.72-	603-4-9151-4253
603						
1839001772	2	LIQUOR CREDIT	Invoice	06/17/2026	35.31-	603-4-9151-4251
603						
2311193	1	BEER CREDIT	Invoice	06/10/2026	112.00-	603-4-9151-4252
603						
2311359	1	BEER	Invoice	06/10/2026	6,761.40	603-4-9151-4252
603						
2311359	2	THC PROCUCTS	Invoice	06/10/2026	372.48	603-4-9151-4256
603						
2311359	3	POP/MISC	Invoice	06/10/2026	63.00	603-4-9151-4255
603						
2311359	4	FREIGHT	Invoice	06/10/2026	5.00	603-4-9151-4332
603						
2311360	1	WINE	Invoice	06/10/2026	326.00	603-4-9151-4253
603						
2311360	2	LIQUOR	Invoice	06/10/2026	1,065.42	603-4-9151-4251
603						
2311360	3	BEER CREDIT	Invoice	06/10/2026	51.75-	603-4-9151-4252
603						
2312943	1	BEER	Invoice	06/11/2026	152.00	603-4-9151-4252
603						
2315102	1	LIQUOR CREDIT	Invoice	06/17/2026	9.00-	603-4-9151-4251
603						
2315153	1	LIQUOR	Invoice	06/17/2026	1,087.50	603-4-9151-4251
603						
2315154	1	BEER	Invoice	06/17/2026	8,572.85	603-4-9151-4252
603						
2315154	2	POP/MISC	Invoice	06/17/2026	24.00	603-4-9151-4255
603						
2315154	3	FREIGHT	Invoice	06/17/2026	5.00	603-4-9151-4332
603						
2316285	1	LIQUOR	Invoice	06/17/2026	2,779.50	603-4-9151-4251
Total 8003 C & L DISTRIBUTING CO:					20,846.21	
603						
1839001759	1	BEER CREDIT	Invoice	06/10/2026	141.40-	603-4-9111-4252
603						
1839001760	1	BEER	Invoice	06/10/2026	50.50	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1839001774	1	BEER CREDIT	Invoice	06/17/2026	83.93-	603-4-9111-4252
603						
1839001775	1	LIQUOR CREDIT	Invoice	06/17/2026	9.10-	603-4-9111-4251
603						
1839001784	1	BEER CREDIT	Invoice	06/24/2026	59.10-	603-4-9111-4252
603						
2312554	1	LIQUOR CREDIT	Invoice	06/10/2026	73.50-	603-4-9111-4251
603						
2312556	1	THC PRODUCTS	Invoice	06/10/2026	429.31	603-4-9111-4256
603						
2312557	1	LIQUOR	Invoice	06/10/2026	3,216.13	603-4-9111-4251
603						
2312558	1	BEER	Invoice	06/10/2026	10,050.10	603-4-9111-4252
603						
2312558	2	FREIGHT	Invoice	06/10/2026	5.00	603-4-9111-4332
603						
2316556	1	THC PRODUCTS	Invoice	06/17/2026	118.80	603-4-9111-4256
603						
2316557	1	LIQUOR	Invoice	06/17/2026	9,996.68	603-4-9111-4251
603						
2316558	1	BEER	Invoice	06/17/2026	10,006.30	603-4-9111-4252
603						
2316558	2	FREIGHT	Invoice	06/17/2026	5.00	603-4-9111-4332
603						
2317842	1	BEER	Invoice	06/22/2026	9,941.10	603-4-9111-4252
603						
2317842	2	FREIGHT	Invoice	06/22/2026	5.00	603-4-9111-4332
603						
2320443	1	LIQUOR	Invoice	06/24/2026	215.74	603-4-9111-4251
603						
2320444	1	THC PRODUCTS	Invoice	06/24/2026	120.00	603-4-9111-4256
603						
2320445	1	BEER	Invoice	06/24/2026	9,454.55	603-4-9111-4252
603						
2320445	2	FREIGHT	Invoice	06/24/2026	5.00	603-4-9111-4332
603						
2322014	1	POP/MISC	Invoice	06/29/2026	63.00	603-4-9111-4255
603						
2322017	1	BEER	Invoice	06/29/2026	9,624.75	603-4-9111-4252
603						
2322017	2	FREIGHT	Invoice	06/29/2026	5.00	603-4-9111-4332
603						
2322034	1	LIQUOR	Invoice	06/29/2026	2,050.72	603-4-9111-4251
603						
2322034	2	BEER	Invoice	06/29/2026	2,503.90	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					67,499.55	
CAL PORTNER						
101						
063026	1	2026 ICMA CONFERENCE/FLIGHT	Invoice	06/30/2026	1,363.80	101-4-1120-4331
Total 11583 CAL PORTNER:					1,363.80	
CATHERINE ENGLISH						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1 - 7/9/26	1	FARMERS MARKET MUSIC 7/9/26	Invoice	02/04/2026	175.00	101-4-5230-4409
Total 13598 CATHERINE ENGLISH:					175.00	
CHARTER COMMUNICATIONS						
602						
175341701 JUN 26	1	PHONE LINE & TV CHGS-WW	Invoice	06/14/2026	181.47	602-4-9010-4321
Total 13954 CHARTER COMMUNICATIONS:					181.47	
CHURCH OF CASH LLC						
101						
7-16-26	1	RIVERFRONT CONCERT CHURCH O	Invoice	05/06/2026	2,500.00	101-4-5220-4409
Total 52593 CHURCH OF CASH LLC:					2,500.00	
CINTAS CORPORATION LOC 470						
602						
4272396432	1	UNIFORMS RENTAL/CLEANING	Invoice	06/12/2026	169.27	602-4-9020-4417
603						
4272396568	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	06/12/2026	77.15	603-4-9112-4404
603						
4272402389	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	06/12/2026	38.88	603-4-9152-4404
602						
4273171178	1	UNIFORM RENTAL/CLEANING	Invoice	06/19/2026	158.51	602-4-9020-4417
603						
4273171340	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	06/19/2026	77.15	603-4-9112-4404
603						
4273178089	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	06/19/2026	38.88	603-4-9152-4404
603						
4273892484	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	06/26/2026	77.15	603-4-9112-4404
603						
4273898031	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	06/26/2026	38.88	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					675.87	
CITY OF MONTICELLO						
101						
55201	1	ANIMAL CONTROL CHARGES JUNE	Invoice	06/18/2026	222.00	101-4-2150-4409
Total 27050 CITY OF MONTICELLO:					222.00	
CIVICPLUS, LLC						
101						
367363	1	CIVICREC ANNUAL FEE	Invoice	06/21/2026	9,917.81	101-4-5210-4404
221						
367363	2	CIVICREC ANNUAL FEE	Invoice	06/21/2026	3,305.94	221-4-5400-4409
Total 11773 CIVICPLUS, LLC:					13,223.75	
COLLINS BROTHERS TOWING						
294						
128735	1	TOWING SVCS 26008679	Invoice	06/16/2026	100.00	294-4-2210-4440
Total 14425 COLLINS BROTHERS TOWING:					100.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
COMMISSIONER OF TRANSPORTATION						
101						
P00021327	1	TRAFFIC SIGNAL REPAIR - SCHOOL	Invoice	06/23/2026	235.36	101-4-3120-4409
Total 14651 COMMISSIONER OF TRANSPORTATION:					235.36	
CRYSTAL SPRINGS ICE						
603						
3-602208	1	ICE	Invoice	06/17/2026	228.40	603-4-9111-4255
603						
3-602209	1	ICE	Invoice	06/17/2026	165.12	603-4-9151-4255
603						
3-602231	1	ICE	Invoice	06/19/2026	190.68	603-4-9111-4255
603						
3-602231	2	FREIGHT	Invoice	06/19/2026	4.00	603-4-9111-4332
603						
3-602275	1	ICE	Invoice	06/26/2026	308.40	603-4-9111-4255
603						
3-602275	2	FREIGHT	Invoice	06/26/2026	4.00	603-4-9111-4332
603						
3-602276	1	ICE	Invoice	06/26/2026	243.62	603-4-9151-4255
603						
3-602276	2	FREIGHT	Invoice	06/26/2026	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					1,148.22	
CUB FOODS						
221						
104351186591	1	LUNCH BAGS FOR CAMP	Invoice	06/15/2026	7.98	221-4-5430-4219
Total 15550 CUB FOODS:					7.98	
DACOTAH PAPER CO						
221						
74476	1	FORKS/POPCORN BAGS	Invoice	06/18/2006	90.42	221-4-5430-4219
101						
77800	1	SUPPLIES - HOT CUPS	Invoice	06/25/2026	66.64	101-4-5510-4219
Total 15887 DACOTAH PAPER CO:					157.06	
DAHLHEIMER BEVERAGE, LLC						
603						
2799021	1	BEER	Invoice	06/11/2026	4,141.50	603-4-9151-4252
603						
2799023	1	POP/MISC	Invoice	06/11/2026	89.00	603-4-9151-4255
603						
2799023	2	BEER	Invoice	06/11/2026	67.70	603-4-9151-4252
603						
2799296	1	THC PRODUCTS	Invoice	06/11/2026	340.00	603-4-9151-4256
603						
2799297	1	LIQUOR	Invoice	06/11/2026	3,490.00	603-4-9151-4251
603						
2801104	1	BEER	Invoice	06/15/2026	15,003.40	603-4-9151-4252
603						
2804959	1	THC PRODUCTS	Invoice	06/18/2026	240.00	603-4-9151-4256
603						
2804960	1	BEER	Invoice	06/18/2026	112.00	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2804961	1	BEER	Invoice	06/18/2026	3,655.42	603-4-9151-4252
603						
2807588	1	BEER	Invoice	06/22/2026	56.50	603-4-9151-4252
603						
2807589	1	THC PRODUCTS	Invoice	06/22/2026	304.00	603-4-9151-4256
603						
2807590	1	BEER	Invoice	06/22/2026	9,908.90	603-4-9151-4252
603						
970-00174	1	BEER	Invoice	06/11/2026	31.70	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					37,440.12	
603						
2796731	1	BEER	Invoice	06/11/2026	9,271.05	603-4-9111-4252
603						
2799243	1	THC PRODUCTS	Invoice	06/11/2026	80.00	603-4-9111-4256
603						
2801081	1	THC PRODUCTS	Invoice	06/15/2026	428.00	603-4-9111-4256
603						
2801105	1	LIQUOR	Invoice	06/15/2026	16,726.30	603-4-9111-4251
603						
2801105	2	BEER	Invoice	06/15/2026	18,441.10	603-4-9111-4252
603						
2804896	1	THC PRODUCTS	Invoice	06/18/2026	76.00	603-4-9111-4256
603						
2804898	1	BEER	Invoice	06/18/2026	5,784.40	603-4-9111-4252
603						
2807134	1	BEER	Invoice	06/19/2026	89.00	603-4-9111-4252
603						
2807570	1	THC PRODUCTS	Invoice	06/22/2026	106.00	603-4-9111-4256
603						
2807572	1	POP/MISC	Invoice	06/22/2026	24.25	603-4-9111-4255
603						
2807572	2	BEER	Invoice	06/22/2026	19,510.70	603-4-9111-4252
603						
2811547	1	THC PRODUCTS	Invoice	06/25/2026	488.00	603-4-9111-4256
603						
2811548	1	LIQUOR	Invoice	06/25/2026	654.26	603-4-9111-4251
603						
2811548	2	BEER	Invoice	06/25/2026	18,917.94	603-4-9111-4252
603						
2811739	1	BEER CREDIT	Invoice	06/24/2026	22.00-	603-4-9111-4252
603						
2813598	1	LIQUOR	Invoice	06/29/2026	258.75	603-4-9111-4251
603						
2813598	2	BEER	Invoice	06/29/2026	20,888.52	603-4-9111-4252
603						
2814268	1	THC PRODUCTS	Invoice	06/29/2026	152.00	603-4-9111-4256
603						
970-00162	1	BEER CREDIT	Invoice	04/27/2026	299.94-	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					111,574.33	
DAVID WISNIESKI OFFICIALS						
101						
260010	1	SOFTBALL UMPIRES-PLAYOFFS	Invoice	06/18/2026	1,260.00	101-4-5220-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15247 DAVID WISNIESKI OFFICIALS:					1,260.00	
E C M PUBLISHERS INC						
101						
1103933	1	ORDINANCE 26-16, OAKWATER RID	Invoice	06/20/2026	264.00	101-4-1510-4359
Total 14130 E C M PUBLISHERS INC:					264.00	
101						
1103125	1	PH NOTICE - VIBE AUTO CUP, CU 26-	Invoice	06/13/2026	112.00	101-4-1510-4359
101						
1103126	1	PH NOTICE - TESDAHL CUP, CU 26-0	Invoice	06/13/2026	104.00	101-4-1510-4359
101						
1103242	1	RIVERFRONT CONCERT AD	Invoice	06/14/2026	375.00	101-4-5210-4349
101						
1103243	1	RIVERFRONT CONCERT AD	Invoice	06/14/2026	187.50	101-4-5210-4349
101						
1103931	1	PH NOTICE - MEADOWSWEET BEND	Invoice	06/20/2026	80.00	101-4-1510-4359
101						
1103932	1	NOTICE - ORDINANCE 26-15, CASE	Invoice	06/20/2026	104.00	101-4-1510-4359
101						
1104079	1	RIVERFRONT CONCERT AD	Invoice	06/21/2026	187.50	101-4-5210-4349
101						
1104272	1	BUSINESS CARDS - JOHN KREUSER	Invoice	06/19/2026	54.00	101-4-2310-4201
Total 17000 E C M PUBLISHERS INC:					1,204.00	
ED M FLED EQUIPMENT CO INC						
101						
INV30693	1	PPE	Invoice	06/18/2026	2,503.00	101-4-2320-4219
Total 52645 ED M FLED EQUIPMENT CO INC:					2,503.00	
ELK RIVER FIRE RELIEF ASSOC						
101						
2026 CONTR	1	2026 VOLUNTARY CONTRIBUTION	Invoice	07/01/2026	30,000.00	101-4-2310-4106
Total 17560 ELK RIVER FIRE RELIEF ASSOC:					30,000.00	
ELK RIVER MUNICIPAL UTILITIES						
401						
528 - 6/18/26	1	ELECTRIC - STREET LIGHTS	Invoice	06/18/2026	716.77	401-4-3120-4389
221						
6-18-26 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	06/18/2026	28,134.31	221-4-5400-4389
101						
6-18-26 ERMU	2	WATER/ELECTRIC	Invoice	06/18/2026	4,107.25	101-4-5110-4389
602						
6-18-26 ERMU	3	ELECTRIC	Invoice	06/18/2026	1,078.93	602-4-9050-4389
101						
6-18-26 ERMU	4	ELECTRIC	Invoice	06/18/2026	353.14	101-4-2330-4389
101						
6-18-26 ERMU	5	ELECTRIC	Invoice	06/18/2026	66.16	101-4-2190-4389
101						
6-18-26 ERMU	6	WATER/ELECTRIC/SEWER/STMWTR	Invoice	06/18/2026	3,875.81	101-4-3120-4389
101						
6-18-26 ERMU	7	ELECTRIC	Invoice	06/18/2026	40.50	101-4-5110-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
6-18-26 ERMU	8	ELECTRIC	Invoice	06/18/2026	58.72	602-4-9050-4389
101						
6-18-26 ERMU	9	WATER/ELECTRIC/SEWER	Invoice	06/18/2026	450.11	101-4-2190-4389
603						
6-25-26 ERMU	1	WATER/ELECTRIC	Invoice	06/25/2026	3,116.99	603-4-9112-4389
101						
6-25-26 ERMU	2	WATER/ELECTRIC	Invoice	06/25/2026	1,296.82	101-4-5110-4389
602						
6-25-26 ERMU	3	ELECTRIC	Invoice	06/25/2026	935.80	602-4-9050-4389
101						
6-25-26 ERMU	4	ELECTRIC	Invoice	06/25/2026	177.37	101-4-2330-4389
101						
6-25-26 ERMU	5	ELECTRIC	Invoice	06/25/2026	1,942.82	101-4-2310-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					46,351.50	
ELK RIVER PRINTING & VENTURE						
101						
211799	1	PARK PASSPORT PROGRAM BOOKL	Invoice	06/25/2026	306.99	101-4-5220-4219
Total 17760 ELK RIVER PRINTING & VENTURE:					306.99	
ELK RIVER TRACK CLUB						
101						
Track Camp 2026	1	TRACK & FIELD CAMP	Invoice	06/25/2026	2,516.59	101-4-5220-4409
Total 14754 ELK RIVER TRACK CLUB:					2,516.59	
ELK RIVER WINLECTRIC						
101						
43194301	1	ELECTRICAL SUPPLIES	Invoice	06/11/2026	89.16	101-4-2310-4401
Total 17890 ELK RIVER WINLECTRIC:					89.16	
EPTURA INC						
101						
INV-83786	1	CONTRACT RENEWAL YEAR 2 OF 5	Invoice	06/10/2026	4,389.32	101-4-3150-4409
Total 14976 EPTURA INC:					4,389.32	
FACTORY MOTOR PARTS CO						
101						
6-1722525	1	PARTS - POLICE	Invoice	06/23/2026	436.12	101-4-2120-4221
Total 18408 FACTORY MOTOR PARTS CO:					436.12	
FASTENAL COMPANY						
101						
MNELK147684	1	SUPPLIES - VENDING	Invoice	06/17/2026	206.88	101-4-5110-4219
101						
MNELK147684	2	SUPPLIES - VENDING	Invoice	06/17/2026	170.06	101-4-3120-4219
Total 18453 FASTENAL COMPANY:					376.94	
FES, INC.						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
21990	1	TIC FOR APPARATUS (L1 E3)	Invoice	06/11/2026	7,976.00	101-4-2320-4219
101						
21995	1	LION FIRE COATS & PANTS	Invoice	06/16/2026	84,939.48	101-4-2320-4219
101						
22007	1	RESCUE PACKAGE SAW	Invoice	06/22/2026	2,155.75	101-4-2320-4219
101						
22009	1	LION FIRE BOOTS	Invoice	06/23/2026	1,524.99	101-4-2320-4219
101						
22012	1	LION FIRE BOOTS	Invoice	06/24/2026	1,018.99	101-4-2320-4219
Total 15222 FES, INC.:					97,615.21	
FLOCK GROUP INC						
290						
INV-97401	1	FLOCK SAFETY 2026-2027 -PS AID	Invoice	06/25/2026	45,000.00	290-4-2330-4219
Total 52311 FLOCK GROUP INC:					45,000.00	
FUTURE PLUS BATTERIES						
602						
P92589061	1	BATTERIES	Invoice	06/17/2026	194.95	602-4-9020-4219
Total 11835 FUTURE PLUS BATTERIES:					194.95	
GRACE O'KONEK						
101						
6262026 GO	1	CONF MEAL REIMBURSEMENT - O'K	Invoice	06/26/2026	211.00	101-4-2130-4331
Total 52400 GRACE O'KONEK:					211.00	
GRAINGER						
221						
9942578353	1	FILTERS	Invoice	06/08/2026	263.04	221-4-5400-4219
602						
9953260685	1	SUPPLIES	Invoice	06/16/2026	181.63	602-4-9020-4219
101						
9954279932	1	LIGHTING	Invoice	06/16/2026	45.81	101-4-2190-4219
101						
9955313938	1	SHOP AIR REGULATOR FILTERS	Invoice	06/17/2026	364.56	101-4-3150-4219
602						
9956850300	1	SUPPLIES	Invoice	06/18/2026	214.76	602-4-9020-4219
Total 20300 GRAINGER:					1,069.80	
GRANITE CITY JOBBING CO						
603						
530879	1	POP/MISC	Invoice	06/12/2026	763.75	603-4-9111-4251
603						
530879	2	SUPPLIES	Invoice	06/12/2026	84.98	603-4-9112-4219
603						
530879	3	FREIGHT	Invoice	06/12/2026	5.00	603-4-9111-4332
603						
530894	1	POP/MISC CREDIT	Invoice	06/12/2026	130.00-	603-4-9151-4255
603						
530905	1	POP/MISC	Invoice	06/12/2026	379.06	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
530905	2	SUPPLIES	Invoice	06/12/2026	91.50	603-4-9152-4219
603						
530905	3	FREIGHT	Invoice	06/12/2026	5.00	603-4-9151-4332
603						
532322	1	POP/MISC	Invoice	06/19/2026	538.00	603-4-9111-4255
603						
532322	2	SUPPLIES	Invoice	06/19/2026	65.14	603-4-9112-4219
603						
532322	3	FREIGHT	Invoice	06/19/2026	5.00	603-4-9111-4332
603						
532323	1	POP/MISC	Invoice	06/19/2026	434.36	603-4-9151-4255
603						
532323	2	SUPPLIES	Invoice	06/19/2026	50.59	603-4-9152-4219
603						
532323	3	FREIGHT	Invoice	06/19/2026	5.00	603-4-9151-4332
603						
532481	1	POP/MISC CREDIT	Invoice	06/19/2026	4.52-	603-4-9111-4255
603						
533698	1	POP/MISC	Invoice	06/26/2026	863.08	603-4-9111-4255
603						
533698	2	SUPPLIES	Invoice	06/26/2026	108.75	603-4-9112-4219
603						
533698	3	FREIGHT	Invoice	06/26/2026	5.00	603-4-9111-4332
603						
533699	1	POP/MISC	Invoice	06/26/2026	441.95	603-4-9151-4255
603						
533699	2	SUPPLIES	Invoice	06/26/2026	85.98	603-4-9152-4219
603						
533699	3	FREIGHT	Invoice	06/26/2026	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					3,802.62	
HAWKINS, INC.						
602						
7459298	1	CHLORINE & SULFER DIOXIDE	Invoice	06/15/2026	80.00	602-4-9020-4219
Total 21053 HAWKINS, INC.:					80.00	
HEARTLAND BUSINESS SYSTEMS, LLC						
221						
889575-H	1	OUTDOOR SECURITY CAMERAS	Invoice	06/09/2026	1,976.30	221-4-5400-4219
101						
889575-H	2	CAMERA LICENSE - 2 YEAR	Invoice	06/09/2026	1,259.30	101-4-1350-4404
101						
892238-H	1	HAAS/SAAS REMOTE ACCESS	Invoice	06/18/2026	39.00	101-4-1350-4319
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					3,274.60	
HOME DEPOT CREDIT SERVICES						
101						
8022855	1	SUPPLIES	Invoice	06/17/2026	133.62	101-4-5110-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					133.62	
HUBBARD ELECTRIC LLC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
2834	1	ELECTRICAL WORK - RIVERS EDGE	Invoice	06/17/2026	788.40	101-4-5110-4409
Total 52540 HUBBARD ELECTRIC LLC:					788.40	
INSIGHT BREWING COMPANY, LLC						
603						
32236	1	BEER	Invoice	06/19/2026	124.54	603-4-9111-4252
603						
32236	2	THC PRODUCTS	Invoice	06/19/2026	108.49	603-4-9111-4256
Total 52377 INSIGHT BREWING COMPANY, LLC:					233.03	
INTELLIGENT MARKING USA INC						
101						
INV00023626	1	ROBOSTRIPE - WHITE	Invoice	06/15/2026	4,616.80	101-4-5110-4219
Total 52642 INTELLIGENT MARKING USA INC:					4,616.80	
ISTATE TRUCK INC						
101						
C244028204:01	1	SHOP STOCK	Invoice	06/23/2026	607.10	101-4-3150-4219
Total 22000 ISTATE TRUCK INC:					607.10	
JACK NORTON						
101						
12325B - 7/9/26	1	ENTERTAINMENT IN THE PARK 07/09	Invoice	12/03/2025	500.00	101-4-5220-4409
Total 52575 JACK NORTON:					500.00	
JANE HELGESTAD						
101						
2042	1	WIND CHIMES CLASS 6/23/26	Invoice	06/24/2026	375.00	101-4-5510-4409
Total 52423 JANE HELGESTAD:					375.00	
JEREMY ROSS						
101						
6222026-1	1	PAINT PARTY-STONE ARCH BRIDGE	Invoice	06/19/2026	210.00	101-4-5510-4409
Total 15122 JEREMY ROSS:					210.00	
JOHN CHALMERS						
602						
7022	1	HYBRID SUNFISH	Invoice	06/15/2026	1,050.00	602-4-9020-4219
Total 52392 JOHN CHALMERS:					1,050.00	
JOHN DIETZ						
101						
6-12-26 MNDOT	1	REIMB MILEAGE - REGION 7 MNDOT	Invoice	06/12/2026	62.35	101-4-1110-4331
Total 50520 JOHN DIETZ:					62.35	
JOHNSON BROS LIQUOR						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1077445	1	LIQUOR	Invoice	06/17/2026	6,276.65	603-4-9111-4251
603						
1077445	2	FREIGHT	Invoice	06/17/2026	107.53	603-4-9111-4332
603						
1077446	1	WINE	Invoice	06/17/2026	576.81	603-4-9111-4253
603						
1077446	2	FREIGHT	Invoice	06/17/2026	19.47	603-4-9111-4332
603						
1077447	1	POP/MISC	Invoice	06/17/2026	40.00	603-4-9111-4255
603						
1077447	2	FREIGHT	Invoice	06/17/2026	1.77	603-4-9111-4332
603						
1077448	1	FREIGHT	Invoice	06/17/2026	.22	603-4-9151-4332
603						
1077449	1	LIQUOR	Invoice	06/17/2026	737.88	603-4-9111-4251
603						
1077449	2	FREIGHT	Invoice	06/17/2026	8.85	603-4-9111-4332
603						
1077450	1	LIQUOR	Invoice	06/17/2026	4,172.48	603-4-9151-4251
603						
1077450	2	FREIGHT	Invoice	06/17/2026	47.73	603-4-9151-4332
603						
1077451	1	WINE	Invoice	06/17/2026	351.79	603-4-9151-4253
603						
1077451	2	FREIGHT	Invoice	06/17/2026	8.95	603-4-9151-4332
603						
1077452	1	LIQUOR	Invoice	06/17/2026	864.60	603-4-9151-4251
603						
1077452	2	FREIGHT	Invoice	06/17/2026	10.74	603-4-9151-4332
603						
1079845	1	LIQUOR	Invoice	06/19/2026	235.50	603-4-9151-4251
603						
1079845	2	FREIGHT	Invoice	06/19/2026	7.16	603-4-9151-4332
603						
1079846	1	LIQUOR	Invoice	06/19/2026	25.78	603-4-9151-4251
603						
1079846	2	FREIGHT	Invoice	06/19/2026	.44	603-4-9151-4332
603						
1082901	1	LIQUOR	Invoice	06/24/2026	15,112.25	603-4-9111-4251
603						
1082901	2	FREIGHT	Invoice	06/24/2026	198.40	603-4-9111-4332
603						
1082902	1	WINE	Invoice	06/24/2026	1,320.81	603-4-9111-4253
603						
1082902	2	FREIGHT	Invoice	06/24/2026	33.63	603-4-9111-4332
603						
1082903	1	POP/MISC	Invoice	06/24/2026	40.00	603-4-9111-4255
603						
1082903	2	FREIGHT	Invoice	06/24/2026	1.77	603-4-9111-4332
603						
1082904	1	FREIGHT	Invoice	06/24/2026	5.37	603-4-9151-4332
603						
1082905	1	LIQUOR	Invoice	06/24/2026	10,465.34	603-4-9111-4251
603						
1082905	2	FREIGHT	Invoice	06/24/2026	120.36	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1082906	1	WINE	Invoice	06/24/2026	720.00	603-4-9111-4253
603						
1082906	2	FREIGHT	Invoice	06/24/2026	10.62	603-4-9111-4332
603						
1082907	1	LIQUOR	Invoice	06/24/2026	8,102.06	603-4-9111-4251
603						
1082907	2	FREIGHT	Invoice	06/24/2026	74.69	603-4-9111-4332
603						
1082908	1	LIQUOR	Invoice	06/24/2026	260.00	603-4-9111-4251
603						
1082908	2	FREIGHT	Invoice	06/24/2026	3.54	603-4-9111-4332
603						
1082909	1	LIQUOR	Invoice	06/24/2026	13,829.00	603-4-9151-4251
603						
1082909	2	FREIGHT	Invoice	06/24/2026	193.48	603-4-9151-4332
603						
1082910	1	WINE	Invoice	06/24/2026	665.02	603-4-9151-4253
603						
1082910	2	FREIGHT	Invoice	06/24/2026	21.48	603-4-9151-4332
603						
1082911	1	POP/MISC	Invoice	06/24/2026	270.00	603-4-9151-4255
603						
1082911	2	FREIGHT	Invoice	06/24/2026	17.90	603-4-9151-4332
603						
1082912	1	LIQUOR	Invoice	06/24/2026	5,397.44	603-4-9151-4251
603						
1082912	2	FREIGHT	Invoice	06/24/2026	81.15	603-4-9151-4332
603						
1084981	1	FREIGHT	Invoice	06/26/2026	10.50	603-4-9111-4332
603						
188748	1	LIQUOR CREDIT	Invoice	06/18/2026	4.66-	603-4-9111-4251
603						
188748	2	WINE CREDIT	Invoice	06/18/2026	3.34-	603-4-9111-4253
603						
188749	1	THC PRODUCTS CREDIT	Invoice	06/18/2026	128.94-	603-4-9111-4256
603						
189416CM	1	LIQUOR CREDIT	Invoice	06/23/2026	92.60-	603-4-9151-4251
603						
189416CM	2	FREIGHT CREDIT	Invoice	06/23/2026	1.79-	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					70,217.83	
JR FERCHE INC						
406						
PAY APP 3	1	MEADOWWOODS VILLAGE SEWER	Invoice	06/10/2026	224,148.70	406-4-8050-4530
Total 52513 JR FERCHE INC:					224,148.70	
JUNKYARD BREWING COMPANY						
603						
9569	1	BEER	Invoice	06/08/2026	232.00	603-4-9151-4252
603						
9569	2	THC PRODUCTS	Invoice	06/08/2026	84.00	603-4-9151-4256
Total 14086 JUNKYARD BREWING COMPANY:					316.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
JUSTIN ENDE						
101						
6-22-26 PHONE	1	REIMB CELL PHONE APR-JUN-ENDE	Invoice	06/22/2026	45.00	101-4-5110-4321
Total 14664 JUSTIN ENDE:					45.00	
KYRON CHRISTOPHERSON						
101						
June Sound Bathing	1	SOUND BATHING INSTR 6-18-26	Invoice	06/19/2026	70.00	101-4-5220-4409
Total 52369 KYRON CHRISTOPHERSON:					70.00	
LAKE STATE RECYCLING INC						
603						
61226	1	CARDBOARD RECYCLING-NB	Invoice	06/12/2026	150.00	603-4-9112-4389
603						
88955	1	CARDBOARD RECYCLING-WB	Invoice	06/10/2026	150.00	603-4-9152-4389
Total 13119 LAKE STATE RECYCLING INC:					300.00	
LEAGUE OF MN CITIES INS TRUST						
291						
10496	1	DEDUCTIBLE - NAH GL457280 CONC	Invoice	06/12/2026	1,000.00	291-4-7000-4361
291						
10519	1	DEDUCTIBLE - PLOW 235 CA488665	Invoice	06/19/2026	1,000.00	291-4-7000-4361
Total 23805 LEAGUE OF MN CITIES INS TRUST:					2,000.00	
LIFESTYLE TINT LLC						
101						
1073	1	TINT #725	Invoice	06/23/2026	1,500.00	101-4-5110-4221
Total 52393 LIFESTYLE TINT LLC:					1,500.00	
M T I DISTRIBUTING INC						
410						
1519648-00	1	TORO GROUNDSMASTER 5731 #725	Invoice	06/22/2026	102,551.12	410-4-5110-4560
101						
1521772-01	1	PARTS #724	Invoice	06/15/2026	81.72	101-4-5110-4221
101						
1525222-00	1	PARTS #376	Invoice	06/16/2026	180.75	101-4-1600-4219
101						
1525222-01	1	PARTS #376	Invoice	06/19/2026	149.23	101-4-1600-4219
101						
1525222-02	1	PARTS #376	Invoice	06/19/2026	104.23	101-4-1600-4219
Total 24475 M T I DISTRIBUTING INC:					103,067.05	
MANSFIELD OIL CO						
101						
28029995	1	UNLEADED GASOLINE	Invoice	06/15/2026	16,039.70	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					16,039.70	
MARCI WOOD						
101						
6182026 PHONE	1	REIMB CELL PHONE APR/JUN - WOO	Invoice	06/18/2026	90.00	101-4-2110-4321

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 32951 MARCI WOOD:					90.00	
MARCO HOLDINGS LLC						
101						
INV15176013	1	PRINTER SUPPLIES	Invoice	04/27/2026	577.90	101-4-1120-4226
101						
INV15191765	1	PRINTER SUPPLIES	Invoice	04/30/2026	202.01	101-4-1120-4226
101						
INV15355346	1	SIGN PRINTER INK	Invoice	06/12/2026	589.52	101-4-1120-4226
101						
INV15396527	1	ACE365	Invoice	06/24/2026	7,050.27	101-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					8,419.70	
MARTIN MARIETTA MATERIALS						
101						
49563144	1	SUPPLIES - TACK OIL	Invoice	06/16/2026	330.00	101-4-3120-4219
Total 24716 MARTIN MARIETTA MATERIALS:					330.00	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1744360	1	LIQUOR	Invoice	06/11/2026	559.92	603-4-9151-4251
603						
INV1744360	2	WINE	Invoice	06/11/2026	159.96	603-4-9151-4253
603						
INV1744360	3	FREIGHT	Invoice	06/11/2026	21.00	603-4-9151-4332
603						
INV1744383	1	LIQUOR	Invoice	06/11/2026	1,099.92	603-4-9111-4251
603						
INV1744383	2	WINE	Invoice	06/11/2026	315.96	603-4-9111-4251
603						
INV1744383	3	FREIGHT	Invoice	06/11/2026	38.50	603-4-9111-4251
Total 14588 MAVERICK BEVERAGE CO MN LLC:					2,195.26	
MIDWEST WASH SYSTEMS LLC						
101						
29679	1	WASH BAY PARTS	Invoice	06/26/2026	1,140.23	101-4-3120-4219
Total 14620 MIDWEST WASH SYSTEMS LLC:					1,140.23	
MINNESOTA FIRE SERVICE CERT BOARD						
101						
15999	1	CERTIFICATION EXAM - OFFICER 1	Invoice	06/24/2026	206.00	101-4-2320-4331
Total 26360 MINNESOTA FIRE SERVICE CERT BOARD:					206.00	
MIS TRAINING INSTITUTE INC						
101						
INV161851	1	ACI LEARNING - IT PRO LIBRARY	Invoice	04/21/2026	1,976.00	101-4-1350-4331
Total 52466 MIS TRAINING INSTITUTE INC:					1,976.00	
MN BCA						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
46996	1	TRAINING - B. MARTIN	Invoice	06/17/2026	75.00	101-4-2130-4331
Total 11597 MN BCA:					75.00	
MN DEPT OF LABOR & INDUSTRY						
221						
ALR0190419X	1	ELEVATOR ANNUAL OPER	Invoice	05/30/2026	145.00	221-4-5400-4401
Total 26180 MN DEPT OF LABOR & INDUSTRY:					145.00	
NAPA OF ELK RIVER, LLC						
602						
345700	1	PARTS	Invoice	06/16/2026	81.48	602-4-9020-4219
101						
345996	1	SHOP STOCK	Invoice	06/17/2026	22.83	101-4-3150-4219
101						
346008	1	PARTS	Invoice	06/17/2026	64.35	101-4-3120-4221
101						
346807	1	PARTS	Invoice	06/22/2026	125.28	101-4-3120-4221
101						
347089	1	SUPPLIES - FLOOR DRY	Invoice	06/24/2026	846.75	101-4-2320-4219
602						
347102	1	PARTS	Invoice	06/24/2026	54.27	602-4-9020-4219
602						
347104	1	PARTS	Invoice	06/24/2026	18.21	602-4-9020-4219
Total 52338 NAPA OF ELK RIVER, LLC:					1,213.17	
NUTRIEN AG SOLUTIONS						
101						
903496286	1	SUPPLIES - WEED SPRAY	Invoice	06/16/2026	250.00	101-4-3120-4219
Total 10424 NUTRIEN AG SOLUTIONS:					250.00	
OFFICE FURNITURE SOLUTIONS INC						
101						
122980	1	DESKTOP/STANDING DESK FOR ERI	Invoice	06/19/2026	1,650.50	101-4-1310-4201
Total 11864 OFFICE FURNITURE SOLUTIONS INC:					1,650.50	
OFFICE OF MNIT SERVICES						
101						
DV26050461	1	INTERNET (WAN) SVCS	Invoice	06/09/2026	202.00	101-4-1350-4404
Total 14954 OFFICE OF MNIT SERVICES:					202.00	
OLD WORLD BEER LLC						
603						
51338.30	1	BEER	Invoice	06/23/2026	60.00	603-4-9151-4252
603						
51338.30	2	WINE	Invoice	06/23/2026	486.00	603-4-9151-4253
Total 52501 OLD WORLD BEER LLC:					546.00	
OMANN BROS INC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
19602	1	SUPPLIES - AC FINES MIX	Invoice	06/15/2026	272.70	101-4-3120-4219
101						
19617	1	SUPPLIES - AC FINES MIX	Invoice	06/16/2026	271.80	101-4-3120-4219
101						
19634	1	SUPPLIES - AC FINES MIX	Invoice	06/22/2026	540.00	101-4-3120-4219
Total 28850 OMANN BROS INC:					1,084.50	
O'REILLY AUTOMOTIVE, INC						
101						
62826	1	PARTS/SUPPLIES	Invoice	06/28/2026	175.72	101-4-5110-4221
602						
62826	2	PARTS/SUPPLIES	Invoice	06/28/2026	265.94	602-4-9020-4219
101						
62826	3	PARTS/SUPPLIES	Invoice	06/28/2026	481.11	101-4-2120-4221
101						
62826	4	PARTS/SUPPLIES	Invoice	06/28/2026	187.23	101-4-3120-4221
101						
62826	5	PARTS/SUPPLIES	Invoice	06/28/2026	44.39	101-4-3150-4221
101						
62826	6	PARTS/SUPPLIES	Invoice	06/28/2026	136.45	101-4-2320-4221
101						
62826	7	PARTS/SUPPLIES	Invoice	06/28/2026	36.52	101-4-5110-4219
101						
62826	8	PARTS/SUPPLIES	Invoice	06/28/2026	5.29	101-4-3300-4219
101						
62826	9	PARTS/SUPPLIES	Invoice	06/28/2026	13.99	101-4-1600-4219
Total 28937 O'REILLY AUTOMOTIVE, INC:					1,346.64	
PAUSTIS WINE COMPANY						
603						
297525	1	WINE	Invoice	06/18/2026	808.00	603-4-9151-4253
603						
297525	2	FREIGHT	Invoice	06/18/2026	13.50	603-4-9151-4332
603						
297533	1	WINE	Invoice	06/18/2026	920.00	603-4-9111-4253
603						
297533	2	FREIGHT	Invoice	06/18/2026	15.00	603-4-9111-4332
Total 29251 PAUSTIS WINE COMPANY:					1,756.50	
PHILLIP FINKELSTEIN						
101						
26 PA 0067	1	DETECTIVE ARBITRATION	Invoice	06/16/2026	2,421.75	101-4-1400-4304
Total 52499 PHILLIP FINKELSTEIN:					2,421.75	
PHILLIPS WINE & SPIRITS CO						
603						
5190761	1	LIQUOR	Invoice	06/17/2026	1,540.99	603-4-9111-4251
603						
5190761	2	FREIGHT	Invoice	06/17/2026	27.44	603-4-9111-4332
603						
5190762	1	WINE	Invoice	06/17/2026	1,453.35	603-4-9111-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5190762	2	FREIGHT	Invoice	06/17/2026	61.95	603-4-9111-4332
603						
5190763	1	POP/MISC	Invoice	06/17/2026	244.50	603-4-9111-4255
603						
5190763	2	FREIGHT	Invoice	06/17/2026	8.85	603-4-9111-4332
603						
5192465	1	LIQUOR	Invoice	06/19/2026	921.26	603-4-9151-4251
603						
5192465	2	FREIGHT	Invoice	06/19/2026	17.90	603-4-9151-4332
603						
5192466	1	FREIGHT	Invoice	06/19/2026	3.58	603-4-9151-4332
603						
5192466	2	WINE	Invoice	06/19/2026	135.00	603-4-9151-4253
603						
5194650	1	LIQUOR	Invoice	06/24/2026	5,025.41	603-4-9111-4251
603						
5194650	2	FREIGHT	Invoice	06/24/2026	111.51	603-4-9111-4332
603						
5194651	1	WINE	Invoice	06/24/2026	1,960.95	603-4-9111-4253
603						
5194651	2	FREIGHT	Invoice	06/24/2026	63.72	603-4-9111-4332
603						
5194652	1	POP/MISC	Invoice	06/24/2026	146.90	603-4-9111-4255
603						
5194652	2	FREIGHT	Invoice	06/24/2026	11.12	603-4-9111-4332
603						
5196379	1	LIQUOR	Invoice	06/26/2026	1,155.45	603-4-9151-4251
603						
5196379	2	FREIGHT	Invoice	06/26/2026	25.06	603-4-9151-4332
603						
5196380	1	WINE	Invoice	06/26/2026	1,144.00	603-4-9151-4253
603						
5196380	2	FREIGHT	Invoice	06/26/2026	53.70	603-4-9151-4332
603						
5196381	1	POP/MISC	Invoice	06/26/2026	280.50	603-4-9151-4255
603						
5196381	2	FREIGHT	Invoice	06/26/2026	12.53	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					14,405.67	
PRYES BREWING COMPANY LLC						
603						
W-124828	1	BEER	Invoice	06/18/2026	314.67	603-4-9111-4252
Total 52318 PRYES BREWING COMPANY LLC:					314.67	
QUICKSCORES LLC						
101						
261346	1	QUICKSCORES-SOCCER	Invoice	06/16/2026	56.00	101-4-5220-4409
Total 12654 QUICKSCORES LLC:					56.00	
RED BULL DISTRIBUTION COM						
603						
5023605133	1	POP/MISC	Invoice	06/17/2026	162.11	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12944 RED BULL DISTRIBUTION COM:					162.11	
REINDERS INC						
101						
3417825-00	1	SUPPLIES - QUICK DRY	Invoice	06/22/2026	649.00	101-4-5110-4219
Total 12498 REINDERS INC:					649.00	
SHERWIN-WILLIAMS						
101						
16296145960626	1	SUPPLIES - PAINT	Invoice	06/15/2026	33.82	101-4-1600-4219
Total 32280 SHERWIN-WILLIAMS:					33.82	
SNAP-ON INDUSTRIAL						
101						
ARV/68316303	1	SHOP TOOLS	Invoice	06/16/2026	77.37	101-4-3150-4219
Total 32650 SNAP-ON INDUSTRIAL:					77.37	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2771253	1	LIQUOR	Invoice	06/18/2026	4,929.08	603-4-9151-4251
603						
2771253	2	FREIGHT	Invoice	06/18/2026	34.13	603-4-9151-4332
603						
2771254	1	WINE	Invoice	06/18/2026	687.96	603-4-9151-4253
603						
2771254	2	FREIGHT	Invoice	06/18/2026	18.13	603-4-9151-4332
603						
2771255	1	FREIGHT	Invoice	06/18/2026	.64	603-4-9151-4332
603						
2771972	1	LIQUOR	Invoice	06/19/2026	260.90	603-4-9151-4251
603						
2771972	2	FREIGHT	Invoice	06/19/2026	2.56	603-4-9151-4332
603						
2773825	1	LIQUOR	Invoice	06/25/2026	5,382.46	603-4-9151-4251
603						
2773825	2	FREIGHT	Invoice	06/25/2026	56.32	603-4-9151-4332
603						
2773826	1	WINE	Invoice	06/25/2026	452.70	603-4-9151-4253
603						
2773826	2	FREIGHT	Invoice	06/25/2026	7.68	603-4-9151-4332
603						
2773827	1	FREIGHT	Invoice	06/25/2026	1.28	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					11,833.84	
603						
2771250	1	LIQUOR	Invoice	06/18/2026	8,137.19	603-4-9111-4251
603						
2771250	2	FREIGHT	Invoice	06/18/2026	65.62	603-4-9111-4332
603						
2771251	1	WINE	Invoice	06/18/2026	1,417.48	603-4-9111-4253
603						
2771251	2	FREIGHT	Invoice	06/18/2026	23.85	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2771252	1	FREIGHT	Invoice	06/18/2026	5.00	603-4-9111-4332
603						
2773823	1	LIQUOR	Invoice	06/25/2026	8,521.49	603-4-9111-4251
603						
2773823	2	FREIGHT	Invoice	06/25/2026	105.10	603-4-9111-4332
603						
2773824	1	WINE	Invoice	06/25/2026	2,682.48	603-4-9111-4253
603						
2773824	2	FREIGHT	Invoice	06/25/2026	33.96	603-4-9111-4332
603						
9701017	1	LIQUOR CREDIT	Invoice	06/09/2026	423.20-	603-4-9111-4251
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					20,568.97	
SPEEDCUTTERS OUTDOOR MAINT LLC						
101						
31426	1	MOWING & FERTILIZER - RIVERS ED	Invoice	06/15/2026	447.85	101-4-5110-4409
101						
31426	2	MOWING & FERTILIZER - FIRE STATI	Invoice	06/15/2026	275.47	101-4-2310-4401
101						
31426	3	MOWING & FERTILIZER - PUBLIC SA	Invoice	06/15/2026	832.76	101-4-2190-4401
101						
31426	4	MOWING & FERTILIZER - PUBLIC W	Invoice	06/15/2026	1,678.71	101-4-5110-4409
101						
31426	5	MOWING & FERTILIZER - FIRE STATI	Invoice	06/15/2026	831.11	101-4-2310-4401
101						
31426	6	MOWING & FERTILIZER - CITY HALL	Invoice	06/15/2026	648.73	101-4-1600-4401
101						
31426	7	MOWING & FERTILIZER - JACKSON	Invoice	06/15/2026	275.47	101-4-1600-4401
211						
31426	8	MOWING & FERTILIZER - LIBRARY	Invoice	06/15/2026	717.94	211-4-5600-4401
603						
31427	1	MOWING & FERTILIZER - JUNE	Invoice	06/15/2026	621.60	603-4-9152-4404
603						
31427	2	MOWING & FERTILIZER - JUNE	Invoice	06/15/2026	633.63	603-4-9112-4404
Total 11661 SPEEDCUTTERS OUTDOOR MAINT LLC:					6,963.27	
STEP SAVER INC						
101						
196970	1	BULK SALT -- POLICE DEPARTMENT	Invoice	06/17/2026	148.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					148.50	
STZR HOLDINGS LLC						
221						
93355-IN	1	WHITE ICE PAINT FOR KISER	Invoice	06/15/2026	1,632.30	221-4-5400-4219
Total 52433 STZR HOLDINGS LLC:					1,632.30	
SUMMER LAKES BEVERAGE LLC						
603						
12782	1	POP/MISC	Invoice	06/15/2026	345.00	603-4-9151-4255
603						
12985	1	POP/MISC	Invoice	06/26/2026	741.75	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 14779 SUMMER LAKES BEVERAGE LLC:					1,086.75	
SUSTAINABLE SAFARI						
211						
6091 - 7/20/26	1	WILDLIFE SHOW 7/20/26	Invoice	01/21/2026	435.00	211-4-5600-4409
Total 14895 SUSTAINABLE SAFARI:					435.00	
TABLE SALT PRODUCTIONS LLC						
101						
7-09-26 COUNTRY RO	1	RIVERFRONT CONCERT COUNTRY	Invoice	05/06/2026	3,200.00	101-4-5220-4409
Total 13594 TABLE SALT PRODUCTIONS LLC:					3,200.00	
THE WINE COMPANY						
603						
445172	1	WINE	Invoice	06/26/2026	488.00	603-4-9151-4253
603						
445172	2	FREIGHT	Invoice	06/26/2026	17.00	603-4-9151-4332
Total 36423 THE WINE COMPANY:					505.00	
TRAUT COMPANIES						
101						
389386	1	IRRIGATION WELL SERVICE	Invoice	06/16/2026	900.50	101-4-5110-4409
Total 14316 TRAUT COMPANIES:					900.50	
TROJAN TECHNOLOGIES CORP						
602						
200/50016103	1	SEAL KITS	Invoice	06/24/2026	1,126.28	602-4-9020-4219
602						
200/50015708	1	SEAL KITS	Invoice	06/18/2026	432.27	602-4-9020-4219
Total 52374 TROJAN TECHNOLOGIES CORP:					1,558.55	
UKG INC.						
101						
I01100211266	1	UKG JUL-SEPT, OVERAGE MAY	Invoice	06/16/2026	22,505.79	101-4-1220-4404
Total 12920 UKG INC.:					22,505.79	
UNITED PARCEL SERVICE						
101						
6A85E7266	1	DELIVERY CHGS 06/27/26	Invoice	06/27/2026	12.16	101-4-2110-4322
Total 35313 UNITED PARCEL SERVICE:					12.16	
URBAN GROWLER BREWING COMPANY, LLC						
603						
E-43474	1	BEER	Invoice	06/18/2026	540.17	603-4-9111-4252
Total 52364 URBAN GROWLER BREWING COMPANY, LLC:					540.17	
US AUTOFORCE						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
INV0017535185	1	TIRES - FIRE DEPT	Invoice	06/23/2026	369.60	101-4-2320-4221
101						
INV0017596037	1	TIRES	Invoice	06/25/2026	739.20	101-4-3120-4221
Total 35560 US AUTOFORCE:					1,108.80	
US FOODS, INC						
221						
5374848	1	KITCHEN SUPPLIES	Invoice	06/16/2026	47.92	221-4-5430-4219
221						
5374849	1	CONCESSIONS FOOD	Invoice	06/16/2026	37.25	221-4-5430-4259
221						
5456225	1	CATERING/CONCESSIONS FOOD &	Invoice	06/19/2026	953.35	221-4-5430-4259
221						
5610685	1	CATERING/CONCESSIONS FOOD	Invoice	06/24/2026	103.70	221-4-5430-4259
221						
5659559	1	KITCHEN SUPPLIES	Invoice	06/26/2026	25.91	221-4-5430-4219
221						
5659559	2	CATERING/CONCESSIONS FOOD &	Invoice	06/26/2026	830.52	221-4-5430-4259
221						
5688690	1	KITCHEN SUPPLIES	Invoice	06/26/2026	45.70	221-4-5430-4219
Total 52522 US FOODS, INC:					2,044.35	
VEHICLE RESPONSE TRAINING LLC						
101						
2184	1	EV CLASSROOM TRAINING	Invoice	06/15/2026	4,516.00	101-4-2320-4331
Total 52658 VEHICLE RESPONSE TRAINING LLC:					4,516.00	
VELOCITY EHS INC						
291						
353143	1	ANNUAL SUBSCRIPTION 7/2025-7/20	Invoice	06/26/2026	4,080.00	291-4-2340-4331
Total 12085 VELOCITY EHS INC:					4,080.00	
VESTIS GROUP INC						
221						
2501006886	1	CONCESSIONS - MOPS/LINENS	Invoice	06/10/2026	30.44	221-4-5430-4219
221						
2501012575	1	LOBBY RUGS	Invoice	06/17/2026	21.56	221-4-5400-4219
221						
2501012576	1	CONCESSIONS - MOPS/LINENS	Invoice	06/17/2026	30.44	221-4-5430-4219
221						
2501018269	1	LOBBY RUGS	Invoice	06/24/2026	21.56	221-4-5400-4219
221						
2501018270	1	CONCESSIONS - MOPS/LINENS	Invoice	06/24/2026	30.44	221-4-5430-4219
Total 52462 VESTIS GROUP INC:					134.44	
VIKING COCA-COLA CO						
603						
3943968	1	POP/MISC	Invoice	06/19/2026	838.95	603-4-9111-4255
603						
3961233	1	POP/MISC	Invoice	06/26/2026	1,251.20	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3971058	1	POP/MISC	Invoice	06/16/2026	1,034.15	603-4-9151-4255
Total 35725 VIKING COCA-COLA CO:					3,124.30	
VINOCOPIA						
603						
396561-IN	1	WINE	Invoice	06/17/2026	31.67	603-4-9151-4253
603						
396562-IN	1	WINE	Invoice	06/17/2026	480.00	603-4-9151-4253
603						
396562-IN	2	FREIGHT	Invoice	06/17/2026	10.00	603-4-9151-4332
603						
396565-IN	1	LIQUOR	Invoice	06/17/2026	96.00	603-4-9111-4251
603						
396566-IN	1	LIQUOR	Invoice	06/17/2026	351.25	603-4-9111-4251
603						
396566-IN	2	FREIGHT	Invoice	06/17/2026	10.00	603-4-9111-4332
603						
397011-IN	1	LIQUOR	Invoice	06/25/2026	203.00	603-4-9151-4251
Total 35763 VINOCOPIA:					1,181.92	
WASTE MANAGEMENT CORP SVCS						
605						
50667-1706-6	1	GARBAGE TIPPING FEES 6-01-6/15/2	Invoice	06/16/2026	25,735.23	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					25,735.23	
WEBB & GERRITSEN MN LLC						
221						
158731	1	CANDY	Invoice	06/19/2026	95.80	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					95.80	
WINEBOW						
603						
MN00185079	1	WINE	Invoice	06/12/2026	677.00	603-4-9151-4253
603						
MN00185079	2	FREIGHT	Invoice	06/12/2026	4.00	603-4-9151-4332
603						
MN00185080	1	WINE	Invoice	06/12/2026	542.00	603-4-9111-4253
603						
MN00185080	2	FREIGHT	Invoice	06/12/2026	3.00	603-4-9111-4332
603						
MN00185871	1	LIQUOR	Invoice	06/26/2026	468.00	603-4-9111-4251
603						
MN00185871	2	FREIGHT	Invoice	06/26/2026	2.00	603-4-9111-4332
Total 14002 WINEBOW:					1,696.00	
WRUCK SEWER & PORTABLE RENTAL						
101						
I35402	1	PORTABLES DAAC 6/25/26 - 6/29/26	Invoice	06/25/2026	260.00	101-4-5110-4415
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					260.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
YALE MECHANICAL LLC						
101						
284589	1	SPRING MAINTENANCE - FS 1	Invoice	06/19/2026	294.50	101-4-2310-4401
Total 36620 YALE MECHANICAL LLC:					294.50	
ZIEGLER INC						
101						
IN002468766	1	PARTS #96	Invoice	06/26/2026	188.08	101-4-3120-4221
Total 36900 ZIEGLER INC:					188.08	
Total :					1,211,577.39	
Grand Totals:					1,211,577.39	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1110-4321	37.98	.00	37.98
101-4-1110-4331	62.35	.00	62.35
101-4-1120-4201	32.37	.00	32.37
101-4-1120-4226	1,369.43	.00	1,369.43
101-4-1120-4331	1,363.80	.00	1,363.80
101-4-1210-4201	116.99	.00	116.99
101-4-1210-4321	38.73	.00	38.73
101-4-1220-4201	115.23	.00	115.23
101-4-1220-4404	22,505.79	.00	22,505.79
101-4-1310-4201	1,688.48	.00	1,688.48
101-4-1350-4219	403.29	.00	403.29
101-4-1350-4319	39.00	.00	39.00
101-4-1350-4321	151.53	.00	151.53
101-4-1350-4331	1,976.00	.00	1,976.00
101-4-1350-4404	8,511.57	.00	8,511.57
101-4-1400-4304	2,421.75	.00	2,421.75
101-4-1510-4359	664.00	.00	664.00
101-4-1600-4219	482.02	.00	482.02
101-4-1600-4321	129.65	.00	129.65
101-4-1600-4401	1,049.20	.00	1,049.20
101-4-2110-4219	102.86	.00	102.86
101-4-2110-4321	3,581.86	.00	3,581.86
101-4-2110-4322	12.16	.00	12.16
101-4-2120-4219	250.00	.00	250.00
101-4-2120-4221	917.23	.00	917.23
101-4-2130-4219	88.67	.00	88.67
101-4-2130-4331	497.00	.00	497.00
101-4-2130-4433	65.96	.00	65.96
101-4-2150-4219	608.00	.00	608.00
101-4-2150-4409	222.00	.00	222.00
101-4-2190-4219	708.25	.00	708.25
101-4-2190-4389	516.27	.00	516.27
101-4-2190-4401	1,545.26	.00	1,545.26
101-4-2310-4106	30,000.00	.00	30,000.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2310-4201	54.00	.00	54.00
101-4-2310-4217	820.93	.00	820.93
101-4-2310-4321	678.60	.00	678.60
101-4-2310-4389	1,942.82	.00	1,942.82
101-4-2310-4401	1,542.74	.00	1,542.74
101-4-2320-4217	93.80	.00	93.80
101-4-2320-4219	100,993.92	.00	100,993.92
101-4-2320-4221	506.05	.00	506.05
101-4-2320-4331	4,722.00	.00	4,722.00
101-4-2330-4389	530.51	.00	530.51
101-4-3120-4201	120.11	.00	120.11
101-4-3120-4212	16,039.70	.00	16,039.70
101-4-3120-4219	3,240.39	.00	3,240.39
101-4-3120-4221	1,304.14	.00	1,304.14
101-4-3120-4389	3,875.81	.00	3,875.81
101-4-3120-4409	235.36	.00	235.36
101-4-3150-4219	1,071.86	.00	1,071.86
101-4-3150-4221	44.39	.00	44.39
101-4-3150-4409	4,389.32	.00	4,389.32
101-4-3300-4219	5.29	.00	5.29
101-4-5110-4219	5,642.82	.00	5,642.82
101-4-5110-4221	1,757.44	.00	1,757.44
101-4-5110-4321	45.00	.00	45.00
101-4-5110-4389	5,444.57	.00	5,444.57
101-4-5110-4409	3,815.46	.00	3,815.46
101-4-5110-4415	260.00	.00	260.00
101-4-5210-4349	750.00	.00	750.00
101-4-5210-4404	9,917.81	.00	9,917.81
101-4-5220-4219	587.27	.00	587.27
101-4-5220-4409	11,147.59	.00	11,147.59
101-4-5230-4219	64.00	.00	64.00
101-4-5230-4409	350.00	.00	350.00
101-4-5510-4219	1,240.63	.00	1,240.63
101-4-5510-4409	585.00	.00	585.00
211-4-5600-4401	800.44	.00	800.44
211-4-5600-4409	435.00	.00	435.00
221-4-5400-4219	4,681.89	.00	4,681.89
221-4-5400-4259	15.50	.00	15.50
221-4-5400-4319	6,538.00	.00	6,538.00
221-4-5400-4389	28,134.31	.00	28,134.31
221-4-5400-4401	2,552.71	.00	2,552.71
221-4-5400-4409	3,305.94	.00	3,305.94
221-4-5430-4219	309.25	.00	309.25
221-4-5430-4259	2,020.62	.00	2,020.62
225-4-8546-4303	612.00	.00	612.00
290-4-1350-4219	1,542.84	.00	1,542.84
290-4-2330-4219	45,000.00	.00	45,000.00
291-4-2340-4331	4,080.00	.00	4,080.00
291-4-7000-4361	2,000.00	.00	2,000.00
294-4-2210-4440	100.00	.00	100.00
301-4-7000-4621	475.00	.00	475.00
333-4-7000-4621	475.00	.00	475.00
401-4-3120-4389	716.77	.00	716.77
401-4-8220-4303	20,986.50	.00	20,986.50
403-4-8440-4303	657.00	.00	657.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
403-4-8450-4303	30,617.50	.00	30,617.50
406-4-8050-4303	8,260.50	.00	8,260.50
406-4-8050-4530	224,148.70	.00	224,148.70
410-4-5110-4560	102,551.12	.00	102,551.12
440-4-5110-4409	8,510.00	.00	8,510.00
602-4-9010-4321	226.93	.00	226.93
602-4-9010-4621	475.00	.00	475.00
602-4-9020-4219	3,844.70	.00	3,844.70
602-4-9020-4417	327.78	.00	327.78
602-4-9050-4389	2,073.45	.00	2,073.45
603-4-9111-4251	110,981.44	510.46-	110,470.98
603-4-9111-4252	156,388.69	684.82-	155,703.87
603-4-9111-4253	14,233.88	3.34-	14,230.54
603-4-9111-4255	4,705.08	4.52-	4,700.56
603-4-9111-4256	3,275.35	128.94-	3,146.41
603-4-9111-4332	1,448.25	.00	1,448.25
603-4-9112-4219	646.14	.00	646.14
603-4-9112-4389	3,266.99	.00	3,266.99
603-4-9112-4404	1,339.27	.00	1,339.27
603-4-9151-4251	49,026.06	315.91-	48,710.15
603-4-9151-4252	53,218.32	320.91-	52,897.41
603-4-9151-4253	7,973.10	2.72-	7,970.38
603-4-9151-4255	5,608.29	130.00-	5,478.29
603-4-9151-4256	1,554.28	252.00-	1,302.28
603-4-9151-4332	793.55	3.24-	790.31
603-4-9152-4219	228.07	.00	228.07
603-4-9152-4389	150.00	.00	150.00
603-4-9152-4404	793.80	.00	793.80
605-4-9210-4384	25,735.23	.00	25,735.23
Grand Totals:	1,213,934.25	2,356.86-	1,211,577.39

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	1,213,934.25	2,356.86-	1,211,577.39
Grand Totals:	1,213,934.25	2,356.86-	1,211,577.39

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount		Bank Number
132538											
06/26	06/25/2026	132538	10543	USA INFLATABLES	177452	101-4-5220-4409	.00	561.32-	561.32-	V	1
Total 132538:							.00		561.32-		
132581											
06/26	06/25/2026	132581	52338	NAPA OF ELK RIVER, LLC	342742	101-4-3150-4221	.00	25.66-	25.66-	V	1
06/26	06/25/2026	132581	52338	NAPA OF ELK RIVER, LLC	343069	101-4-3150-4219	.00	2,369.40-	2,369.40-	V	1
06/26	06/25/2026	132581	52338	NAPA OF ELK RIVER, LLC	344652	602-4-9020-4219	.00	116.56-	116.56-	V	1
Total 132581:							.00		2,511.62-		
132613											
06/26	06/26/2026	132613	10377	AIM ELECTRONICS, INC	46479	101-4-5110-4219	.00	435.00	435.00		1
Total 132613:							.00		435.00		
132614											
06/26	06/26/2026	132614	13881	CENTURY COLLEGE	1378182	101-4-2320-4331	.00	450.00	450.00		1
Total 132614:							.00		450.00		
132615											
06/26	06/26/2026	132615	14073	CHRONICLES IN HEALTH	2026-671	101-4-5510-4409	.00	40.00	40.00		1
Total 132615:							.00		40.00		
132616											
06/26	06/26/2026	132616	14220	CLIMB THEATRE, INC	23126 - 6/26/2	211-4-5600-4409	.00	775.00	775.00		1
Total 132616:							.00		775.00		
132617											
06/26	06/26/2026	132617	14822	DAVID W BERGER	5-07-2026 FM	101-4-5230-4219	.00	6.00	6.00		1
Total 132617:							.00		6.00		
132618											
06/26	06/26/2026	132618	12785	DUSTY'S DRAIN CLEANING IN	N26-494	101-4-2190-4401	.00	490.00	490.00		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 132618:							.00		490.00	
132619										
06/26	06/26/2026	132619	18185	ESS BROTHERS & SONS	GG3226	101-4-3120-4219	.00	5,633.00	5,633.00	1
Total 132619:							.00		5,633.00	
132620										
06/26	06/26/2026	132620	20147	GOPHER	IN521300	101-4-5220-4219	.00	121.51	121.51	1
Total 132620:							.00		121.51	
132621										
06/26	06/26/2026	132621	20922	KRISTI HANSON	6-20-26 KH	603-4-9112-4331	.00	65.13	65.13	1
Total 132621:							.00		65.13	
132622										
06/26	06/26/2026	132622	10469	PRINCETON RENTAL INC	1-584410	101-4-5110-4219	.00	5.84	5.84	1
Total 132622:							.00		5.84	
132623										
06/26	06/26/2026	132623	10543	USA INFLATABLES	177452-1	101-4-5220-4409	.00	311.32	311.32	1
Total 132623:							.00		311.32	
132624										
06/26	06/26/2026	132624	10168	ADVANCE AUTO PARTS	631361536793	101-4-3150-4221	.00	206.27	206.27	1
Total 132624:							.00		206.27	
132625										
06/26	06/26/2026	132625	14827	ALL TRAFFIC SOLUTIONS, INC	I827527	101-4-2120-4404	.00	14,674.00	14,674.00	1
Total 132625:							.00		14,674.00	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
132626										
06/26	06/26/2026	132626	15051	ANTHONY MANSFIELD	1F6-145-026 5	221-4-5400-4401	.00	1,200.00	1,200.00	1
Total 132626:							.00		1,200.00	
132627										
06/26	06/26/2026	132627	12167	ARTISAN BEER COMPANY	3862529	603-4-9111-4252	.00	290.60	290.60	1
06/26	06/26/2026	132627	12167	ARTISAN BEER COMPANY	3862530	603-4-9111-4256	.00	448.00	448.00	1
06/26	06/26/2026	132627	12167	ARTISAN BEER COMPANY	3862531	603-4-9151-4252	.00	242.10	242.10	1
06/26	06/26/2026	132627	12167	ARTISAN BEER COMPANY	3862532	603-4-9151-4256	.00	22.00	22.00	1
06/26	06/26/2026	132627	12167	ARTISAN BEER COMPANY	453118	603-4-9111-4256	.00	10.72-	10.72-	1
06/26	06/26/2026	132627	12167	ARTISAN BEER COMPANY	453123	603-4-9111-4252	.00	40.00-	40.00-	1
Total 132627:							.00		951.98	
132628										
06/26	06/26/2026	132628	14628	ASSA ABLOY	SEI 1991995	603-4-9112-4404	.00	1,490.27	1,490.27	1
Total 132628:							.00		1,490.27	
132629										
06/26	06/26/2026	132629	10762	ASTLEFORD INTERNATIONAL	1P150469	101-4-3120-4221	.00	139.84	139.84	1
06/26	06/26/2026	132629	10762	ASTLEFORD INTERNATIONAL	1P151727	101-4-2320-4221	.00	275.00	275.00	1
Total 132629:							.00		414.84	
132630										
06/26	06/26/2026	132630	10950	B & D PLBG, HTG & AIR CON	6213289	101-4-5110-4404	.00	2,294.00	2,294.00	1
Total 132630:							.00		2,294.00	
132631										
06/26	06/26/2026	132631	52492	BENEFIT EXTRAS, INC.	1688611	101-4-1220-4319	.00	187.50	187.50	1
06/26	06/26/2026	132631	52492	BENEFIT EXTRAS, INC.	1720516	101-4-1220-4319	.00	117.50	117.50	1
Total 132631:							.00		305.00	
132632										
06/26	06/26/2026	132632	11950	BERNICK'S	10501365	603-4-9111-4255	.00	57.74	57.74	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
06/26	06/26/2026	132632	11950	BERNICK'S	10501366	603-4-9111-4256	.00	312.00	312.00	1
06/26	06/26/2026	132632	11950	BERNICK'S	10501367	603-4-9111-4252	.00	646.80	646.80	1
06/26	06/26/2026	132632	11950	BERNICK'S	10501368	603-4-9151-4255	.00	19.20	19.20	1
06/26	06/26/2026	132632	11950	BERNICK'S	10501369	603-4-9151-4256	.00	312.00	312.00	1
06/26	06/26/2026	132632	11950	BERNICK'S	10501370	603-4-9151-4252	.00	690.90	690.90	1
06/26	06/26/2026	132632	11950	BERNICK'S	10501371	603-4-9151-4252	.00	11.00-	11.00-	1
Total 132632:							.00		2,027.64	
132633										
06/26	06/26/2026	132633	12893	BREAKTHRU BEVERAGE MINNESOTA	127421501	603-4-9111-4332	.00	187.53	187.53	1
06/26	06/26/2026	132633	12893	BREAKTHRU BEVERAGE MINNESOTA	127421502	603-4-9111-4332	.00	1,235.15	1,235.15	1
06/26	06/26/2026	132633	12893	BREAKTHRU BEVERAGE MINNESOTA	127421503	603-4-9111-4332	.00	389.80	389.80	1
Total 132633:							.00		1,812.48	
132634										
06/26	06/26/2026	132634	8002	BREAKTHRU BEVERAGE MINNESOTA	127421307	603-4-9151-4332	.00	1,674.95	1,674.95	1
06/26	06/26/2026	132634	8002	BREAKTHRU BEVERAGE MINNESOTA	127422281	603-4-9151-4251	.00	76.50	76.50	1
Total 132634:							.00		1,751.45	
132635										
06/26	06/26/2026	132635	52663	BROOKS JOHNSON MARTIES INC	353	101-4-2320-4331	.00	110.00	110.00	1
06/26	06/26/2026	132635	52663	BROOKS JOHNSON MARTIES INC	354	101-4-5110-4219	.00	5,138.40	5,138.40	1
06/26	06/26/2026	132635	52663	BROOKS JOHNSON MARTIES INC	357	101-4-5110-4219	.00	2,159.20	2,159.20	1
06/26	06/26/2026	132635	52663	BROOKS JOHNSON MARTIES INC	366	221-4-5400-4219	.00	47.99	47.99	1
Total 132635:							.00		7,455.59	
132636										
06/26	06/26/2026	132636	10994	CITY OF ST PAUL	IN65332	101-4-3120-4219	.00	181.14	181.14	1
Total 132636:							.00		181.14	
132637										
06/26	06/26/2026	132637	52295	CNH ARCHITECTS LTD	3792	292-4-2310-4319	.00	44,743.76	44,743.76	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 132637:							.00		44,743.76	
132638										
06/26	06/26/2026	132638	52407	CRYSTAL SPRINGS ICE	2-604418	603-4-9151-4332	.00	192.55	192.55	1
Total 132638:							.00		192.55	
132639										
06/26	06/26/2026	132639	15887	DACOTAH PAPER CO	70118	101-4-2190-4219	.00	364.85	364.85	1
Total 132639:							.00		364.85	
132640										
06/26	06/26/2026	132640	52446	ECKBERG LAMMERS, P. C.	53423	101-4-2110-4319	.00	495.00	495.00	1
Total 132640:							.00		495.00	
132641										
06/26	06/26/2026	132641	21600	HOME DEPOT CREDIT SERVICES	7725869/WH3	221-4-5400-4219	.00	1,185.96	1,185.96	1
Total 132641:							.00		1,185.96	
132642										
06/26	06/26/2026	132642	52247	JILL KNUTSON	6162026 JK	101-4-1310-4433	.00	390.00	390.00	1
Total 132642:							.00		390.00	
132643										
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072101	603-4-9111-4251	.00	.89	.89	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072102	603-4-9111-4332	.00	3,413.13	3,413.13	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072103	603-4-9151-4332	.00	3.58	3.58	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072104	603-4-9111-4332	.00	4,249.75	4,249.75	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072105	603-4-9111-4332	.00	6,644.49	6,644.49	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072106	603-4-9111-4332	.00	175.08	175.08	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072107	603-4-9151-4332	.00	1,330.53	1,330.53	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072108	603-4-9151-4332	.00	259.82	259.82	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072109	603-4-9151-4332	.00	771.38	771.38	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1072110	603-4-9151-4332	.00	3,654.48	3,654.48	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
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1074415	603-4-9111-4251	.00	1,826.55	1,826.55	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1074416	603-4-9111-4251	.00	2,020.91	2,020.91	1
06/26	06/26/2026	132643	22775	JOHNSON BROS LIQUOR	1074417	603-4-9151-4332	.00	2,021.57	2,021.57	1
Total 132643:							.00		26,372.16	
132644										
06/26	06/26/2026	132644	15203	KVC COMPANIES LLC	236660-4	101-4-5110-4219	.00	3.66	3.66	1
Total 132644:							.00		3.66	
132645										
06/26	06/26/2026	132645	23555	LANGUAGE LINE SERVICES	11944897	101-4-2110-4319	.00	50.52	50.52	1
Total 132645:							.00		50.52	
132646										
06/26	06/26/2026	132646	24716	MARTIN MARIETTA MATERIALS	49424631	101-4-3120-4219	.00	330.00	330.00	1
Total 132646:							.00		330.00	
132647										
06/26	06/26/2026	132647	15031	MARY JACOBSON	6/19/26 MJ	101-4-1600-4219	.00	44.97	44.97	1
Total 132647:							.00		44.97	
132648										
06/26	06/26/2026	132648	11156	MIDWAY FORD	140348	602-4-9020-4560	.00	46,475.72	46,475.72	1
Total 132648:							.00		46,475.72	
132649										
06/26	06/26/2026	132649	52543	MITCHELL LITFIN	6-15-26 BOOT	101-4-3120-4217	.00	200.00	200.00	1
Total 132649:							.00		200.00	
132650										
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	342742	101-4-3150-4221	.00	25.66	25.66	1
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	343069	101-4-3150-4219	.00	2,369.40	2,369.40	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
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	344652	602-4-9020-4219	.00	116.56	116.56	1
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	344670	101-4-3150-4221	.00	46.61	46.61	1
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	344704	101-4-3150-4219	.00	2,369.40-	2,369.40-	1
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	344800	101-4-3150-4221	.00	441.77	441.77	1
06/26	06/26/2026	132650	52338	NAPA OF ELK RIVER, LLC	344994	221-4-5400-4219	.00	2.39	2.39	1
Total 132650:							.00		632.99	
132651										
06/26	06/26/2026	132651	27890	NELSON NURSERY INC	8079	101-4-5110-4219	.00	18.99	18.99	1
06/26	06/26/2026	132651	27890	NELSON NURSERY INC	8080	101-4-5110-4219	.00	53.94	53.94	1
06/26	06/26/2026	132651	27890	NELSON NURSERY INC	8081	101-4-5110-4219	.00	352.80	352.80	1
Total 132651:							.00		425.73	
132652										
06/26	06/26/2026	132652	14463	NEMECEK GROUP, LLC	INV-41146	440-4-5110-4219	.00	854.98	854.98	1
Total 132652:							.00		854.98	
132653										
06/26	06/26/2026	132653	10424	NUTRIEN AG SOLUTIONS	903348813	101-4-5110-4219	.00	402.35	402.35	1
06/26	06/26/2026	132653	10424	NUTRIEN AG SOLUTIONS	903379202	101-4-5110-4219	.00	550.90	550.90	1
Total 132653:							.00		953.25	
132654										
06/26	06/26/2026	132654	28850	OMANN BROS INC	19515	101-4-3120-4219	.00	180.00	180.00	1
06/26	06/26/2026	132654	28850	OMANN BROS INC	19531	101-4-3120-4219	.00	586.80	586.80	1
06/26	06/26/2026	132654	28850	OMANN BROS INC	19566	101-4-3120-4219	.00	90.00	90.00	1
Total 132654:							.00		856.80	
132655										
06/26	06/26/2026	132655	52608	OXFORD STREET MERCHANTS	7567643	603-4-9151-4332	.00	163.58	163.58	1
Total 132655:							.00		163.58	

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
132656										
06/26	06/26/2026	132656	29665	PHILLIPS WINE & SPIRITS CO	5186645	603-4-9111-4332	.00	4,274.74	4,274.74	1
06/26	06/26/2026	132656	29665	PHILLIPS WINE & SPIRITS CO	5186646	603-4-9111-4332	.00	1,922.04	1,922.04	1
06/26	06/26/2026	132656	29665	PHILLIPS WINE & SPIRITS CO	5186647	603-4-9111-4332	.00	137.18	137.18	1
06/26	06/26/2026	132656	29665	PHILLIPS WINE & SPIRITS CO	5186648	603-4-9151-4332	.00	117.29	117.29	1
06/26	06/26/2026	132656	29665	PHILLIPS WINE & SPIRITS CO	5186649	603-4-9151-4332	.00	463.44	463.44	1
06/26	06/26/2026	132656	29665	PHILLIPS WINE & SPIRITS CO	5186650	603-4-9151-4332	.00	58.08	58.08	1
Total 132656:							.00		6,972.77	
132657										
06/26	06/26/2026	132657	30000	POSTMASTER	6-24-26 POST	101-4-5510-4322	.00	1,000.00	1,000.00	1
Total 132657:							.00		1,000.00	
132658										
06/26	06/26/2026	132658	52504	RAFTERS BREWING LLC	IN-8991	603-4-9111-4256	.00	416.00	416.00	1
Total 132658:							.00		416.00	
132659										
06/26	06/26/2026	132659	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2768567	603-4-9111-4332	.00	7,975.07	7,975.07	1
06/26	06/26/2026	132659	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2768568	603-4-9111-4332	.00	1,167.27	1,167.27	1
06/26	06/26/2026	132659	11314	SOUTHERN GLAZER'S WINE & SPIRIT	9701691	603-4-9111-4251	.00	4.76-	4.76-	1
Total 132659:							.00		9,137.58	
132660										
06/26	06/26/2026	132660	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2768569	603-4-9151-4332	.00	2,559.79	2,559.79	1
06/26	06/26/2026	132660	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2768570	603-4-9151-4332	.00	541.53	541.53	1
06/26	06/26/2026	132660	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2768571	603-4-9151-4332	.00	2.56	2.56	1
Total 132660:							.00		3,103.88	
132661										
06/26	06/26/2026	132661	33300	STREICHER'S	I1819234	101-4-2150-4219	.00	197.92	197.92	1
Total 132661:							.00		197.92	

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
132662										
06/26	06/26/2026	132662	33816	TAHO SPORTSWEAR, INC.	26T03178	101-4-5220-4219	.00	445.60	445.60	1
06/26	06/26/2026	132662	33816	TAHO SPORTSWEAR, INC.	26T03179	101-4-5220-4219	.00	202.40	202.40	1
06/26	06/26/2026	132662	33816	TAHO SPORTSWEAR, INC.	26T03180	101-4-5220-4219	.00	523.00	523.00	1
Total 132662:							.00		1,171.00	
132663										
06/26	06/26/2026	132663	10415	THE AMERICAN BOTTLING CO	4847910503	603-4-9111-4255	.00	314.33	314.33	1
Total 132663:							.00		314.33	
132664										
06/26	06/26/2026	132664	14777	THE ENGRAVING SHOPPE, INC	52994	440-4-5110-4219	.00	29.70	29.70	1
Total 132664:							.00		29.70	
132665										
06/26	06/26/2026	132665	13946	T-MOBILE	965639928 06	221-4-5400-4321	.00	975.23	975.23	1
Total 132665:							.00		975.23	
132666										
06/26	06/26/2026	132666	52522	US FOODS, INC	5253389	221-4-5430-4259	.00	1,761.62	1,761.62	1
Total 132666:							.00		1,761.62	
132667										
06/26	06/26/2026	132667	52462	VESTIS GROUP INC	2501006885	221-4-5400-4219	.00	21.56	21.56	1
Total 132667:							.00		21.56	
1009876										
06/26	06/29/2026	1009876	13706	AMAZON CAPITAL SERVICES	1M1K-WGVQ-	602-4-9050-4219	.00	134.50	134.50	1
06/26	06/29/2026	1009876	13706	AMAZON CAPITAL SERVICES	1DYP-73ND-J	221-4-5400-4219	.00	9.39	9.39	1
06/26	06/29/2026	1009876	13706	AMAZON CAPITAL SERVICES	1M6P-46VC-V	101-4-1600-4219	.00	196.84	196.84	1
Total 1009876:							.00		340.73	

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1009877										
06/26	06/29/2026	1009877	52487	AMY STANGLER	5-5-26 REIMB-	101-4-1310-4331	.00	44.23	44.23	1
Total 1009877:							.00		44.23	
1009878										
06/26	06/29/2026	1009878	11019	BOLTON & MENK, INC	396490	245-4-6210-4319	.00	2,548.50	2,548.50	1
Total 1009878:							.00		2,548.50	
1009879										
06/26	06/29/2026	1009879	12076	CAMPBELL KNUTSON P.A.	3237G MAY 2	101-4-1400-4304	.00	18,850.00	18,850.00	1
Total 1009879:							.00		18,850.00	
1009880										
06/26	06/29/2026	1009880	13954	CHARTER COMMUNICATIONS	175341301 JU	101-4-1350-4321	.00	1,812.57	1,812.57	1
Total 1009880:							.00		1,812.57	
1009881										
06/26	06/29/2026	1009881	21090	CORE & MAIN LP	V000043774	101-4-5110-4219	.00	569.40	569.40	1
Total 1009881:							.00		569.40	
1009882										
06/26	06/29/2026	1009882	15451	CROW RIVER FARM EQUIPMENT	215242	101-4-5110-4219	.00	52.16	52.16	1
Total 1009882:							.00		52.16	
1009883										
06/26	06/29/2026	1009883	15366	DAHLHEIMER BEVERAGE, LLC	2804358	221-4-5430-4252	.00	259.35	259.35	1
06/26	06/29/2026	1009883	15366	DAHLHEIMER BEVERAGE, LLC	970-00160	221-4-5430-4252	.00	90.00-	90.00-	1
Total 1009883:							.00		169.35	
1009884										
06/26	06/29/2026	1009884	8005	DAHLHEIMER BEVERAGE, LLC	2795364	603-4-9151-4252	.00	4,251.80	4,251.80	1
06/26	06/29/2026	1009884	8005	DAHLHEIMER BEVERAGE, LLC	970-00173	603-4-9151-4252	.00	57.60-	57.60-	1

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1009884:							.00		4,194.20	
1009885										
06/26	06/29/2026	1009885	17000	E C M PUBLISHERS INC	1102192	101-4-5210-4349	.00	325.00	325.00	1
Total 1009885:							.00		325.00	
1009886										
06/26	06/29/2026	1009886	17700	ELK RIVER MUNICIPAL UTILITIES	527 - 6/11/26	401-4-3120-4389	.00	20,716.46	20,716.46	1
06/26	06/29/2026	1009886	17700	ELK RIVER MUNICIPAL UTILITIES	6-11-26 ERMU	101-4-5110-4389	.00	59,459.30	59,459.30	1
Total 1009886:							.00		80,175.76	
1009887										
06/26	06/29/2026	1009887	17701	ELK RIVER MUNICIPAL UTILITIES	2643	605-4-9210-4319	.00	4,341.28	4,341.28	1
Total 1009887:							.00		4,341.28	
1009888										
06/26	06/29/2026	1009888	18453	FASTENAL COMPANY	MNELK14744	101-4-1600-4219	.00	536.12	536.12	1
06/26	06/29/2026	1009888	18453	FASTENAL COMPANY	MNELK14760	101-4-5110-4219	.00	174.25	174.25	1
Total 1009888:							.00		710.37	
1009889										
06/26	06/29/2026	1009889	14770	GRIMCO, INC	35638020-01	101-4-1120-4226	.00	542.52	542.52	1
Total 1009889:							.00		542.52	
1009890										
06/26	06/29/2026	1009890	14086	JUNKYARD BREWING COMPANY	9571	603-4-9111-4256	.00	400.00	400.00	1
Total 1009890:							.00		400.00	
1009891										
06/26	06/29/2026	1009891	25145	MENARDS - ELK RIVER	5-31-26	603-4-9152-4219	.00	3,439.59	3,439.59	1

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1009891:							.00		3,439.59	
1009892										
06/26	06/29/2026	1009892	52382	METRO PRODUCTS LLC	191677	101-4-3150-4219	.00	13.12	13.12	1
Total 1009892:							.00		13.12	
1009893										
06/26	06/29/2026	1009893	27070	MONTICELLO SENIOR CENTER	6-10-2026	101-4-5510-4409	.00	60.00	60.00	1
Total 1009893:							.00		60.00	
1009894										
06/26	06/29/2026	1009894	29845	PLAISTED COMPANIES INC	11690	101-4-5110-4219	.00	327.80	327.80	1
Total 1009894:							.00		327.80	
1009895										
06/26	06/29/2026	1009895	30500	QUALITY FLOW SYSTEMS INC	51212	602-4-9050-4404	.00	14,997.00	14,997.00	1
Total 1009895:							.00		14,997.00	
1009896										
06/26	06/29/2026	1009896	12944	RED BULL DISTRIBUTION COM	2034865841	603-4-9111-4255	.00	246.11	246.11	1
Total 1009896:							.00		246.11	
1009897										
06/26	06/29/2026	1009897	10407	REPUBLIC SERVICES #899	899-00501232	101-4-5110-4389	.00	247.68	247.68	1
Total 1009897:							.00		247.68	
1009898										
06/26	06/29/2026	1009898	33444	SUMMIT COMPANIES	4168580	101-4-2310-4401	.00	393.00	393.00	1
06/26	06/29/2026	1009898	33444	SUMMIT COMPANIES	4168590	101-4-3120-4401	.00	530.00	530.00	1
06/26	06/29/2026	1009898	33444	SUMMIT COMPANIES	4168597	211-4-5600-4401	.00	530.00	530.00	1
06/26	06/29/2026	1009898	33444	SUMMIT COMPANIES	4168608	101-4-1600-4401	.00	696.00	696.00	1

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
	Total 1009898:						.00		2,149.00	
1009899										
06/26	06/29/2026	1009899	35571	UTILITY CONSULTANTS, INC	127731	602-4-9020-4319	.00	2,126.39	2,126.39	1
	Total 1009899:						.00		2,126.39	
1009900										
06/26	06/29/2026	1009900	36033	WASTE MANAGEMENT	50678-1706-3	602-4-9020-4409	.00	12,198.42	12,198.42	1
	Total 1009900:						.00		12,198.42	
1009901										
06/26	06/29/2026	1009901	36050	WATER LABORATORIES	106453	101-4-5110-4219	.00	36.00	36.00	1
06/26	06/29/2026	1009901	36050	WATER LABORATORIES	106454	101-4-5110-4219	.00	36.00	36.00	1
06/26	06/29/2026	1009901	36050	WATER LABORATORIES	106483	101-4-5110-4219	.00	36.00	36.00	1
	Total 1009901:						.00		108.00	
1009902										
06/26	06/29/2026	1009902	36198	WELLINGTON SECURITY SYSTEMS	222079	603-4-9112-4404	.00	317.21	317.21	1
	Total 1009902:						.00		317.21	
1009903										
06/26	06/29/2026	1009903	13814	WRUCK SEWER & PORTABLE RENTA	I34941	101-4-5110-4415	.00	2,294.87	2,294.87	1
	Total 1009903:						.00		2,294.87	
	Grand Totals:						.00		343,463.85	

Summary by General Ledger Account Number

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
101-2020	5,325.78	93,024.73-	87,698.95-
101-4-1110-4321	67.24	.00	67.24
101-4-1120-4226	542.52	.00	542.52
101-4-1120-4321	34.65	.00	34.65
101-4-1220-4319	305.00	.00	305.00
101-4-1310-4331	44.23	.00	44.23
101-4-1310-4433	390.00	.00	390.00
101-4-1350-4321	217.11	.00	217.11
101-4-1400-4304	18,698.00	.00	18,698.00
101-4-1600-4219	287.68	.00	287.68
101-4-1600-4321	152.75	.00	152.75
101-4-1600-4389	5,681.02	.00	5,681.02
101-4-1600-4401	696.00	.00	696.00
101-4-2110-4319	545.52	.00	545.52
101-4-2110-4321	233.55	.00	233.55
101-4-2120-4219	29.70	.00	29.70
101-4-2120-4404	14,674.00	.00	14,674.00
101-4-2150-4219	197.92	.00	197.92
101-4-2190-4219	411.74	.00	411.74
101-4-2190-4389	7,177.15	.00	7,177.15
101-4-2190-4401	490.00	.00	490.00
101-4-2310-4321	407.74	.00	407.74
101-4-2310-4389	943.51	.00	943.51
101-4-2310-4401	393.00	.00	393.00
101-4-2320-4221	275.00	.00	275.00
101-4-2320-4331	560.00	.00	560.00
101-4-2330-4389	121.49	.00	121.49
101-4-2410-4321	57.81	.00	57.81
101-4-2420-4321	44.05	.00	44.05
101-4-3120-4217	200.00	.00	200.00
101-4-3120-4219	8,597.00	.00	8,597.00
101-4-3120-4221	139.84	.00	139.84
101-4-3120-4321	189.16	.00	189.16
101-4-3120-4389	91.63	.00	91.63
101-4-3120-4401	530.00	.00	530.00
101-4-3150-4219	2,382.52	4,738.80-	2,356.28-
101-4-3150-4221	720.31	25.66-	694.65
101-4-3150-4321	24.78	.00	24.78
101-4-3300-4321	19.27	.00	19.27
101-4-5110-4219	11,315.48	.00	11,315.48

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
101-4-5110-4321	59.43	.00	59.43
101-4-5110-4389	7,273.52	.00	7,273.52
101-4-5110-4404	2,294.00	.00	2,294.00
101-4-5110-4415	2,294.87	.00	2,294.87
101-4-5210-4321	154.93	.00	154.93
101-4-5210-4349	325.00	.00	325.00
101-4-5220-4219	1,292.51	.00	1,292.51
101-4-5220-4409	311.32	561.32-	250.00-
101-4-5230-4219	6.00	.00	6.00
101-4-5510-4321	24.78	.00	24.78
101-4-5510-4322	1,000.00	.00	1,000.00
101-4-5510-4409	100.00	.00	100.00
211-2020	.00	4,684.60-	4,684.60-
211-4-5600-4389	3,379.60	.00	3,379.60
211-4-5600-4401	530.00	.00	530.00
211-4-5600-4409	775.00	.00	775.00
221-2020	90.00	5,636.07-	5,546.07-
221-4-5400-4219	1,859.19	.00	1,859.19
221-4-5400-4321	555.91	.00	555.91
221-4-5400-4401	1,200.00	.00	1,200.00
221-4-5430-4251	210.40	.00	210.40
221-4-5430-4252	16.20	90.00-	73.80-
221-4-5430-4259	1,794.37	.00	1,794.37
245-2020	.00	2,548.50-	2,548.50-
245-4-6210-4319	2,548.50	.00	2,548.50
292-2020	.00	44,743.76-	44,743.76-
292-4-2310-4319	44,743.76	.00	44,743.76
401-2020	.00	20,716.46-	20,716.46-
401-4-3120-4389	20,716.46	.00	20,716.46
440-2020	.00	884.68-	884.68-
440-4-5110-4219	884.68	.00	884.68
602-2020	116.56	110,007.86-	109,891.30-
602-4-9010-4319	606.36	.00	606.36
602-4-9010-4321	103.04	.00	103.04
602-4-9020-4219	801.00	116.56-	684.44
602-4-9020-4319	2,126.39	.00	2,126.39
602-4-9020-4389	28,804.41	.00	28,804.41
602-4-9020-4409	12,198.42	.00	12,198.42
602-4-9020-4560	46,475.72	.00	46,475.72
602-4-9050-4219	134.50	.00	134.50

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
602-4-9050-4389	3,761.02	.00	3,761.02
602-4-9050-4404	14,997.00	.00	14,997.00
603-2020	124.08	62,986.69-	62,862.61-
603-4-9111-4251	21,334.15	4.76-	21,329.39
603-4-9111-4252	1,523.40	40.00-	1,483.40
603-4-9111-4253	9,818.66	.00	9,818.66
603-4-9111-4255	1,096.56	.00	1,096.56
603-4-9111-4256	990.00	10.72-	979.28
603-4-9111-4332	3,988.39	.00	3,988.39
603-4-9112-4219	41.93	.00	41.93
603-4-9112-4321	48.54	.00	48.54
603-4-9112-4331	23.20	.00	23.20
603-4-9112-4404	1,807.48	.00	1,807.48
603-4-9151-4251	7,903.06	.00	7,903.06
603-4-9151-4252	5,184.80	68.60-	5,116.20
603-4-9151-4253	5,456.36	.00	5,456.36
603-4-9151-4255	262.25	.00	262.25
603-4-9151-4256	334.00	.00	334.00
603-4-9151-4332	289.16	.00	289.16
603-4-9152-4219	18.06	.00	18.06
603-4-9152-4321	28.70	.00	28.70
603-4-9152-4389	2,837.99	.00	2,837.99
605-2020	.00	2,854.94-	2,854.94-
605-4-9210-4319	2,854.94	.00	2,854.94
607-2020	.00	879.98-	879.98-
607-4-9310-4319	879.98	.00	879.98
821-2020	.00	152.00-	152.00-
821-2200	152.00	.00	152.00
Grand Totals:	354,776.69	354,776.69-	.00

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GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
605202622										
06/26	06/05/2026	605202622	35099	US BANK	52526 CC PM	101-4-3120-4219	.00	7,366.14	7,366.14	1
Total 605202622:							.00		7,366.14	
610202622										
06/26	06/10/2026	610202622	35099	US BANK	52526 CC PM	101-3-0000-3625	.00	3,630.81	3,630.81	1
Total 610202622:							.00		3,630.81	
622202620										
06/26	06/22/2026	622202620	26275	MN DEPT OF REVENUE	MAY 26 FUEL	101-4-3120-4212	.00	328.61	328.61	1
Total 622202620:							.00		328.61	
622202621										
06/26	06/22/2026	622202621	26300	MN DEPT. OF REVENUE	MAY 26 SALE	221-2080	.00	88,067.00	88,067.00	1
Total 622202621:							.00		88,067.00	
Grand Totals:							.00		99,392.56	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	1,342.62	12,502.02-	11,159.40-
101-2080	622.07	.00	622.07
101-3-0000-3417	2.12	.00	2.12
101-3-0000-3625	.00	1,039.01-	1,039.01-
101-4-1110-4201	12.98	.00	12.98
101-4-1110-4331	450.00	.00	450.00
101-4-1120-4319	67.45	.00	67.45
101-4-1120-4331	10.00	.00	10.00
101-4-1210-4433	50.00	.00	50.00
101-4-1220-4331	200.00	.00	200.00
101-4-1350-4219	24.66	.00	24.66

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
101-4-1350-4404	62.00	.00	62.00
101-4-1600-4321	420.25	.00	420.25
101-4-2110-4219	420.56	.00	420.56
101-4-2110-4331	627.84	.00	627.84
101-4-2120-4219	82.68	.00	82.68
101-4-2120-4331	285.00	303.61-	18.61-
101-4-2130-4219	675.64	.00	675.64
101-4-2130-4331	75.00	.00	75.00
101-4-2150-4331	170.00	.00	170.00
101-4-2190-4219	2,430.31	.00	2,430.31
101-4-2310-4219	50.99	.00	50.99
101-4-2310-4359	24.56	.00	24.56
101-4-2320-4331	4,125.78	.00	4,125.78
101-4-3120-4212	293.62	.00	293.62
101-4-3120-4219	690.09	.00	690.09
101-4-5110-4219	99.49	.00	99.49
101-4-5110-4404	275.00	.00	275.00
101-4-5210-4349	23.35	.00	23.35
101-4-5220-4219	31.96	.00	31.96
101-4-5510-4219	198.62	.00	198.62
221-2020	.00	4,642.15-	4,642.15-
221-2080	3,887.86	.00	3,887.86
221-4-5400-4219	506.32	.00	506.32
221-4-5400-4259	102.42	.00	102.42
221-4-5430-4219	97.38	.00	97.38
221-4-5430-4259	48.17	.00	48.17
602-2020	.00	87.70-	87.70-
602-4-9050-4212	87.70	.00	87.70
603-2020	.00	83,503.31-	83,503.31-
603-2080	83,447.56	.00	83,447.56
603-4-9112-4219	1.36	.00	1.36
603-4-9112-4349	6.13	.00	6.13
603-4-9112-4404	16.74	.00	16.74
603-4-9152-4219	2.19	.00	2.19
603-4-9152-4349	6.13	.00	6.13
603-4-9152-4404	23.20	.00	23.20
Grand Totals:	102,077.80	102,077.80-	.00

M = Manual Check, V = Void Check

Request for Action

To
City Council

Item Number
4.3

Meeting Date
July 6, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 26-45: Final Plat of Bradford Park 3rd Addition

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Adopt, by motion, resolution 26-45 approving the final plat of Bradford Park 3rd Addition, subject to the following conditions:

1. Council approval of a Development Agreement outlining the responsibilities of the developer.
2. The applicant must receive final approval of all state and federal wetland permits and applications prior to recording.
3. The Water Availability Charge shall be paid in the amount required by the city when the final plat is released for recording.
4. A Letter of Credit shall be provided to the city equal to 100% of the costs of the public improvements.
5. Upon completion of all improvements and acceptance by the city, a security or warranty in a form acceptable to the public works director shall be secured.
6. The Development Plan shall be approved by the city's Engineering Division prior to issuance of building permits.
7. Staff approval of all site, civil, and landscaping plans.
8. All mailboxes shall be clustered.
9. Park Dedication requirements must be consistent with the preliminary plat approval.
10. Any item or condition found that indicates the site is likely to yield information important to pre-history or history shall be reported to the city immediately. Further, the city reserves the right to stop work authorized in its approval until the site is appropriately investigated and work is authorized.

Background/Discussion
The applicant, Lennar, is seeking approval of the third phase of their Bradford Park subdivision. This phase plats 73 new single-family lots, completing an internal block started with the first addition and numerous homes on the east side of the city park. The lots east of the city park will utilize the new access from County Road 40, which is still under construction. The county road access and pond crossing are included in the Second Addition.

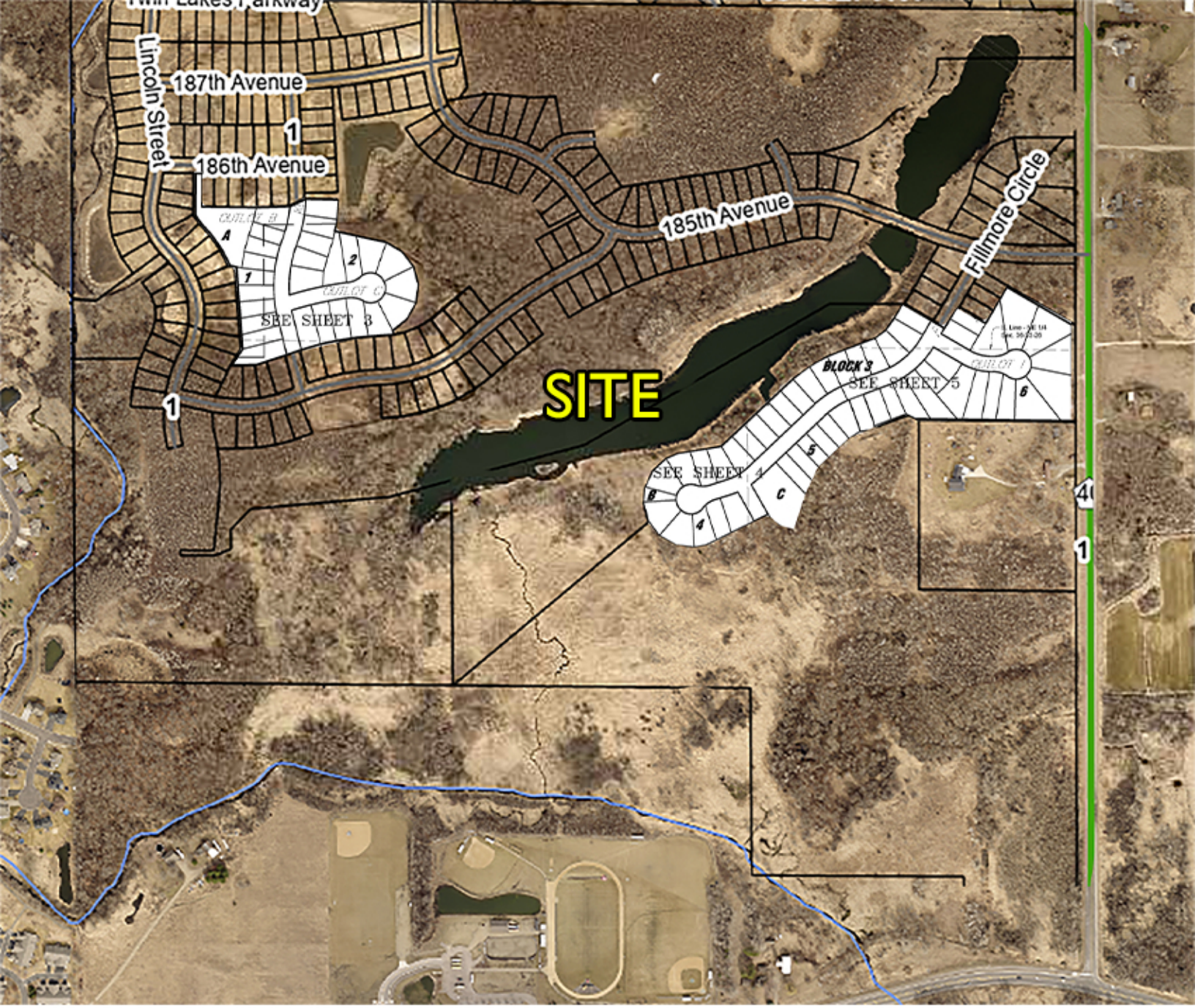
The final segment of the city trail around the central water feature will be constructed as part of the current

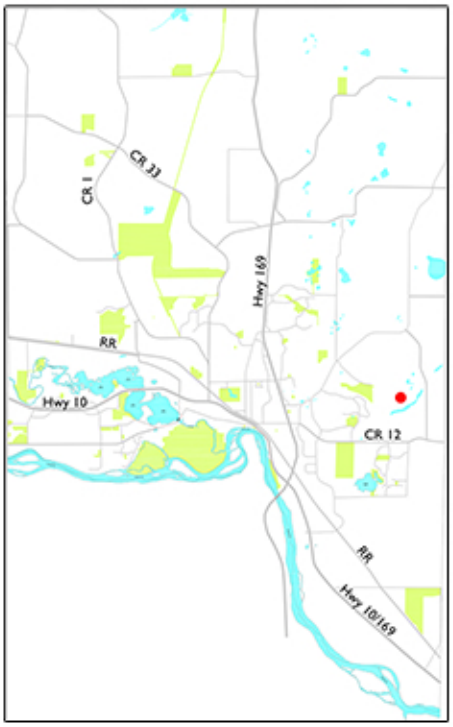
addition. This trail, along with the improvements constructed with the second addition, will complete the loop and provide full access around the pond.

Financial Impact
None

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

Attachments
1. Location Map
2. Final Plat
3. Civil Plans dated June 26, 2026
4. Resolution 26-45: Final Plat of Bradford Park 3rd Addition





Project Location Map

Bradford Park 3rd

Final Plat

Case No: P 26-06

BRADFORD PARK THIRD ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That Millrose Properties Minnesota, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot B, Outlot C, and Outlot I, Bradford Park Second Addition, according to the recorded plat thereof, City of Elk River, Sherburne County, Minnesota. (Document No. 978489)

AND

All that part of the Southwest Quarter of the Southeast Quarter; that part of the North Half of the Southwest Quarter; and that part of the Northwest Quarter of the Southeast Quarter, all in Section 36, Township 33 North, Range 26 West, Sherburne County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 36; thence South 00 degrees 22 minutes 24 seconds East (assumed bearing) on the west line of said Southwest Quarter, 1335.49 feet to the southwest corner of the North Half of the Southwest Quarter of said Section 36; thence South 89 degrees 28 minutes 17 seconds East on the south line of said North Half of the Southwest Quarter, 1468.83 feet to the point of beginning; thence North 50 degrees 06 minutes 29 seconds East, 991.35 feet; thence North 14 degrees 42 minutes 36 seconds West, 74.04 feet; thence North 05 degrees 51 minutes 31 seconds East, 60.19 feet; thence North 25 degrees 55 minutes 59 seconds East, 70.86 feet; thence North 47 degrees 39 minutes 33 seconds East, 70.86 feet; thence North 66 degrees 05 minutes 28 seconds East, 49.53 feet; thence North 80 degrees 58 minutes 12 seconds East, 172.95 feet; thence North 46 degrees 50 minutes 25 seconds East, 384.21 feet; thence North 49 degrees 59 minutes 38 seconds East, 40.52 feet; thence North 54 degrees 22 minutes 31 seconds East, 40.52 feet; thence North 58 degrees 45 minutes 24 seconds East, 40.52 feet; thence North 63 degrees 08 minutes 17 seconds East, 40.52 feet; thence South 24 degrees 40 minutes 16 seconds East, 190.00 feet; thence northeasterly 25.08 feet on a 340.00 foot radius curve, concave to the southeast, not tangent to previous line, having a central angle of 04 degrees 13 minutes 38 seconds and a 25.08 foot chord that bears North 67 degrees 26 minutes 33 seconds East; thence North 69 degrees 33 minutes 22 seconds East, 40.74 feet; thence South 20 degrees 26 minutes 38 seconds East, 94.24 feet; thence South 15 degrees 58 minutes 16 seconds East, 35.87 feet; thence North 69 degrees 33 minutes 22 seconds East, 132.57 feet; thence South 64 degrees 09 minutes 06 seconds East, 44.65 feet to a point on the west line of the East 660 feet of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 10 minutes 01 seconds East on said west line, 660.08 feet to a point on the south line of the North 936 feet of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 18 minutes 10 seconds East on said south line, 610.07 feet to a point on the west line of said Sherburne County Right of Way Plat No. 30; thence South 00 degrees 10 minutes 01 seconds East on said west line, 1347.63 feet; thence South 50 degrees 16 minutes 39 seconds West on said west line, 127.31 feet to a point on the north line of Sherburne County Right of Way Plat No. 7, according to the recorded plat thereof; thence westerly 341.18 feet on said north line and on a 1161.35 foot radius curve, concave to the south, having a central angle of 16 degrees 49 minutes 56 seconds and a 339.96 foot chord that bears South 89 degrees 51 minutes 37 seconds West to a point on the east line of the West 825 feet of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 21 minutes 48 seconds West on said east line, 320.65 feet to a point on the north line of the South 600 feet of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 37 minutes 53 seconds West on said north line, 825.07 feet to a point on the west line of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 21 minutes 48 seconds West on said west line, 727.71 feet to the southeast corner of the North Half of the Southwest Quarter of said Section 36; thence North 89 degrees 28 minutes 17 seconds West on the south line of said North Half of the Southwest Quarter, 1156.62 feet to the point of beginning.

AND

All that part of the Southwest Quarter of the Southeast Quarter, Section 36, Township 33 North, Range 26 West, Sherburne County, Minnesota, lying south of Sherburne County Right of Way Plat No. 7, according to the recorded plat thereof, except the West 825 feet of the North 550 feet of the South 600 feet of said Southwest Quarter of the Southeast Quarter.

Parcel contains 63.18 acres.

Has caused the same to be surveyed and platted as **BRADFORD PARK THIRD ADDITION** and does hereby dedicate to the public, for public use forever, the public ways as shown on this plat. Also dedicating to the public, for public use forever, the drainage and utility easements shown on this plat for drainage and utility purposes only. And also dedicating to the County of Sherburne the right to limit access to County Highway No. 40 as shown on this plat.

In witness whereof said Millrose Properties Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 2026.

Signed: Millrose Properties Minnesota, LLC, a Minnesota limited liability company,
by U.S. Home, LLC, a Delaware limited liability company,
Its attorney-in-fact pursuant to recorded power of attorney

_____ (sign)
Jonathan Aune, Vice President

State of _____

County of _____

This instrument was acknowledged before me on _____, 2026 by Jonathan Aune, Vice President, of U.S. Home, LLC, a Delaware limited liability company.

_____(sign)

_____(print)

Notary Public _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Mark A. Schwanz do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or, will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

_____
Mark A. Schwanz, Licensed Land Surveyor
Minnesota License No. 45817

State of Minnesota
County of _____

This instrument was acknowledged before me on _____, 20_____ by Mark A. Schwanz, Licensed Land Surveyor, Minnesota License No. 45817.

_____(sign)

_____(print)

Notary Public _____

My Commission Expires _____

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

Approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a meeting held the _____ day of _____, 20____.

_____
Mayor

Attest:_____
Clerk

COUNTY SURVEYOR, SHERBURNE COUNTY, MINNESOTA

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20_____.

_____
Sherburne County Surveyor

COUNTY ENGINEER, SHERBURNE COUNTY, MINNESOTA

I hereby certify that this plat has been reviewed by the Office of the County Highway Engineer. Dated this _____ day of _____, 20_____.

_____
Sherburne County Highway Engineer

COUNTY AUDITOR/TREASURER, SHERBURNE COUNTY, MINNESOTA

I hereby certify taxes payable for the year 20_____ on the land herein described have been paid in full, and there are no delinquent taxes and transfer was entered this _____ day of _____, 20_____.

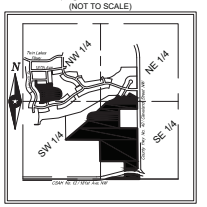
_____
Sherburne County Auditor/Treasurer

COUNTY RECORDER, SHERBURNE COUNTY, MINNESOTA

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20_____, at _____ o'clock _____.M. and was duly recorded as Document No. _____.

_____
Sherburne County Recorder

VICINITY MAP
(NOT TO SCALE)



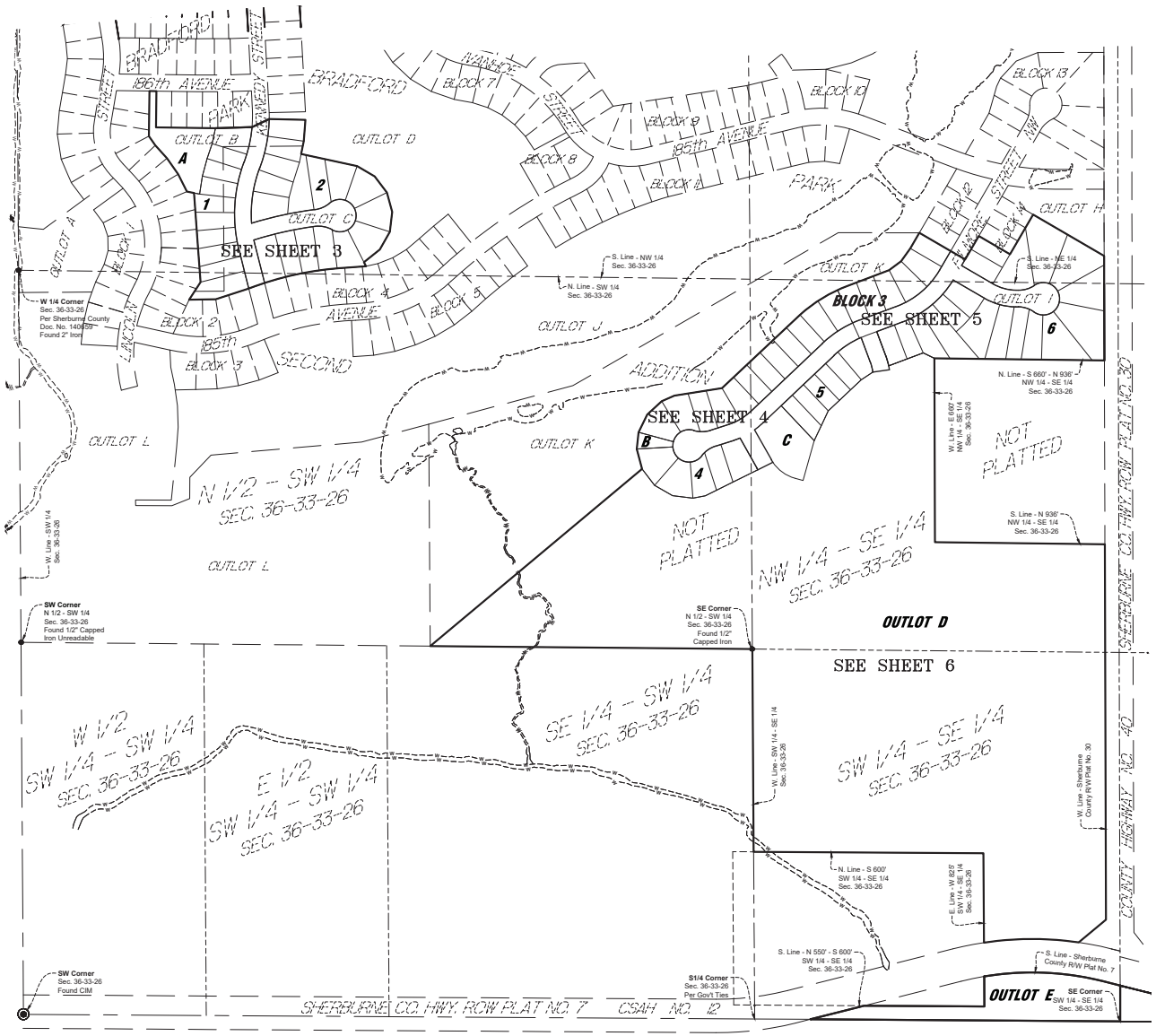
SEC. 36, TWP. 33, RGE. 26
Sherburne County, Minnesota

ISG

SHEET 1 OF 6 SHEETS

BRADFORD PARK THIRD ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE



N

0 200 400

SCALE IN FEET
1 INCH = 150 FEET

BEARING NOTE:
The orientation of this bearing system is based on the west line of the SW 1/4 of Sec. 36, Twp. 33, Rge 26. Said line bears South 00 degrees 22 minutes 42 seconds East.

LEGEND

- Iron Monument Found. 1/2" Iron ISG License No. 45817 unless otherwise noted
- Indicates Mag Nail Found
- Indicates Cast Iron Monument Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817.
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe With Plastic Cap Marked By ISG, License No. 45817 To Be Set Within One Year of the Recording Date of this Plat.
- Water's Edge
- Limited Access to County of Sherburne as dedicated on this plat

DRAFT

ISG

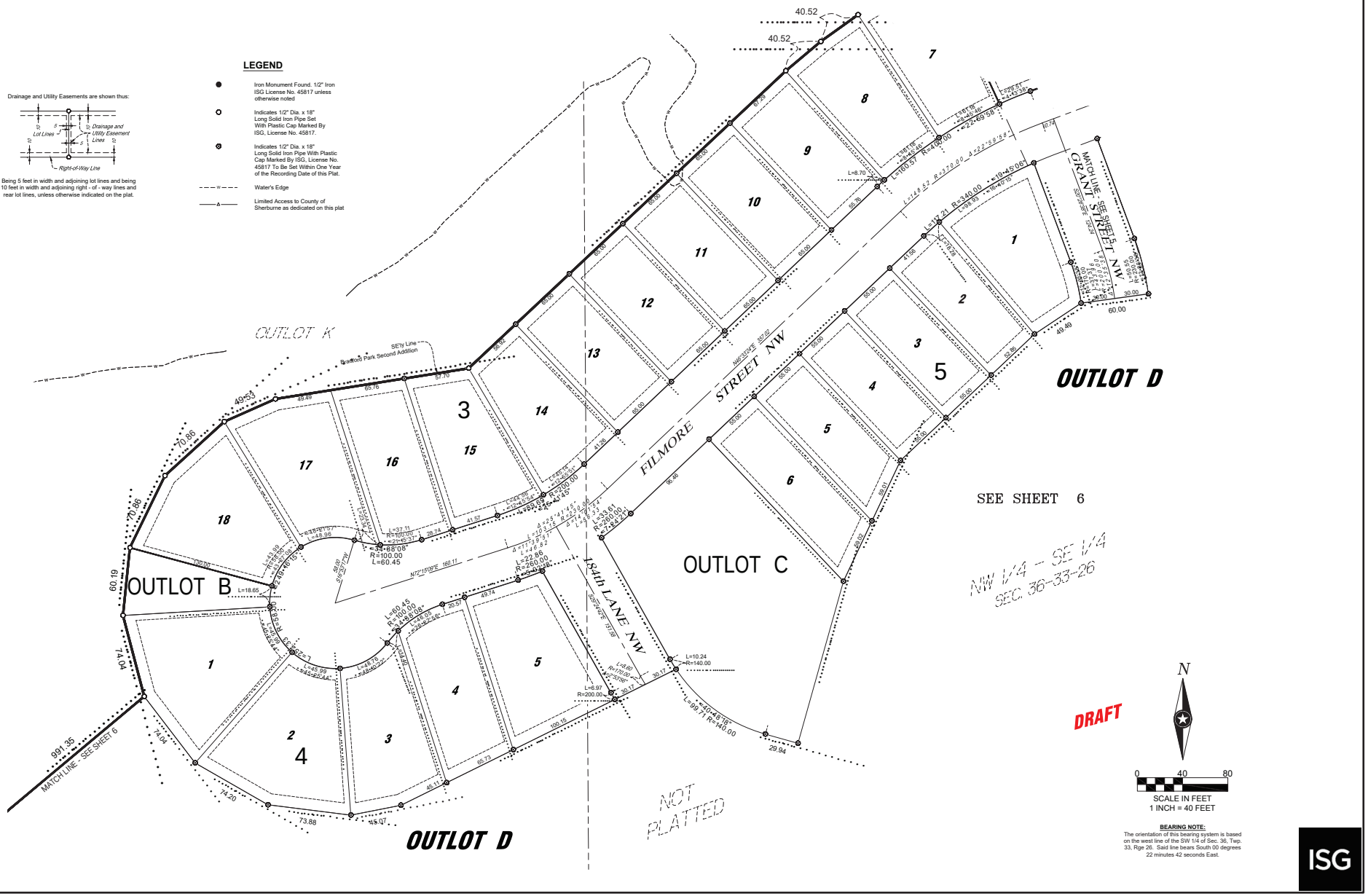
BRADFORD PARK THIRD ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE

OUTLOT A
OUTLOT B
OUTLOT C
OUTLOT D
BRADFORD
BRADFORD PARK
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
KENNEDY STREET
186TH COURT
PARK
DRAFT
SECOND ADDITION
ABBOTT AVENUE
25.00
161.56
130.00
67.96
40.58
82.57
69.87
25.60
205.63
72.77
72.18
72.81
16.37
76.66
71.44
71.93
78.95
60.26
95.59
124.64
75.29
55.83
64.07
65.36
65.21
65.36
65.36
64.04
65.00
65.00
65.00

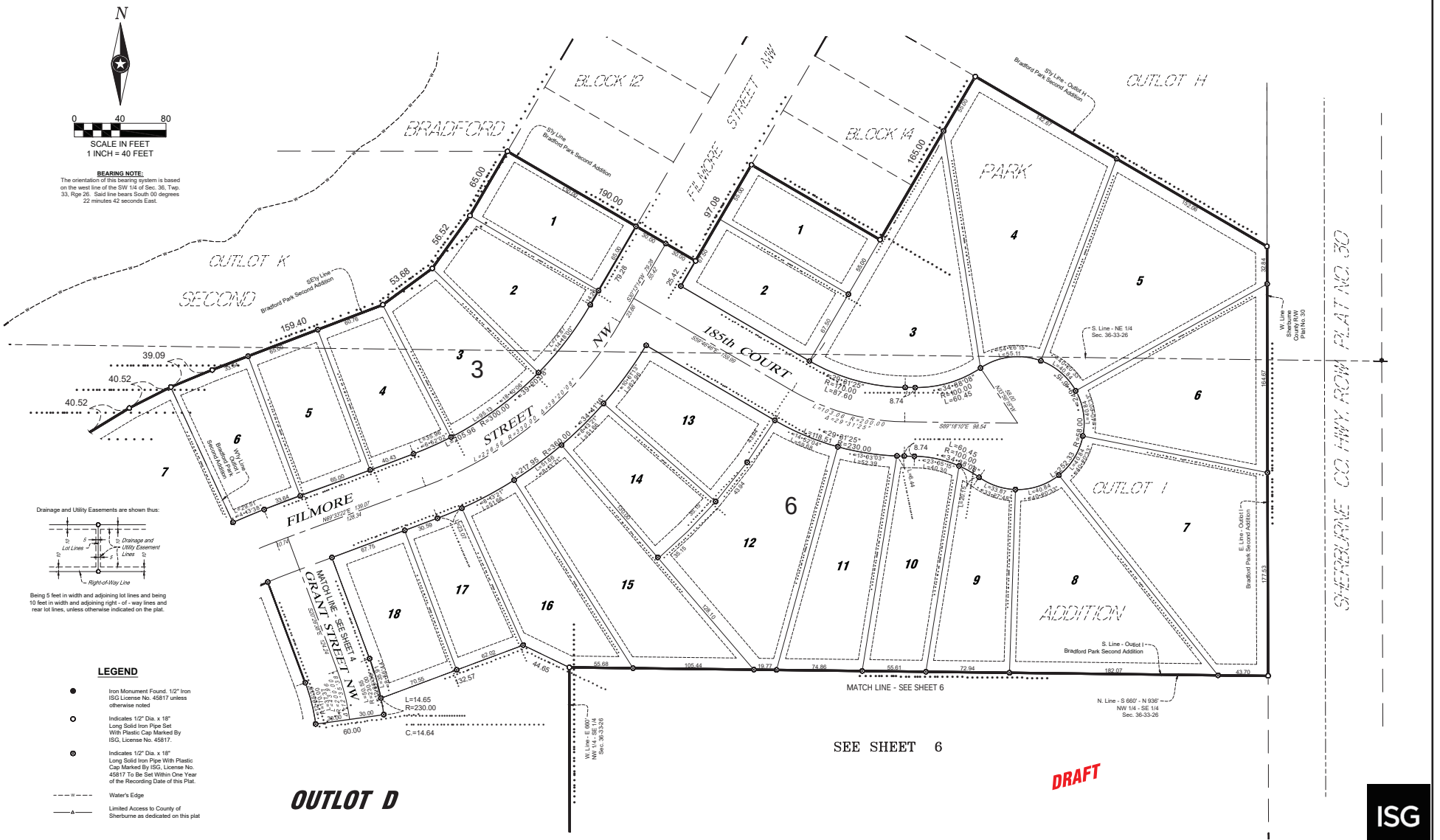
BRADFORD PARK THIRD ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE



BRADFORD PARK THIRD ADDITION

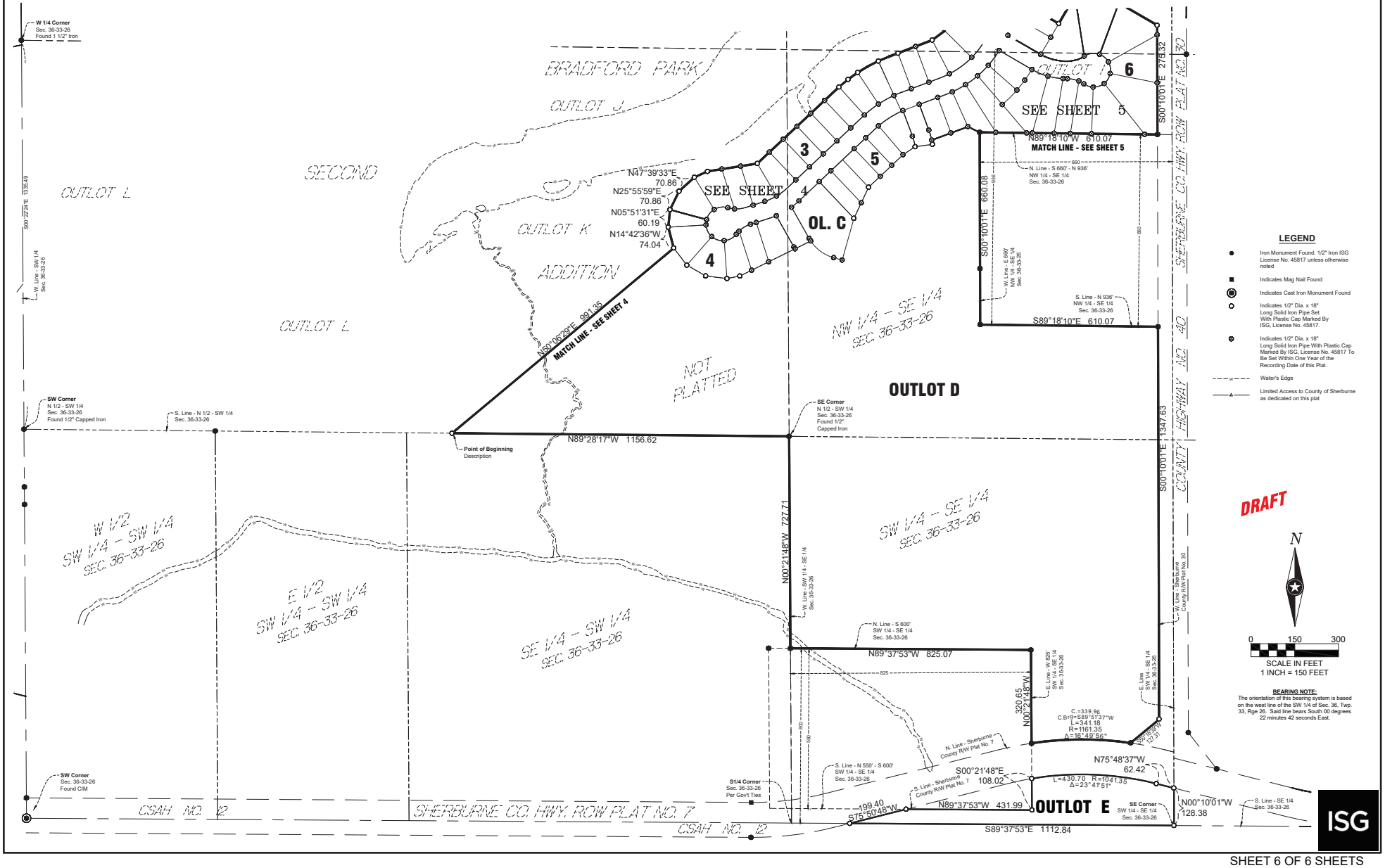
CITY OF ELK RIVER
COUNTY OF SHERBURNE



SHEET 5 OF 6 SHEETS

BRADFORD PARK THIRD ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE



LEGEND

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- Indicates Mag Nail Found
- Indicates Cast Iron Monument Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817.
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe With Plastic Cap Marked By ISG, License No. 45817 To Be Set Within One Year of the Recording Date of this Plat.
- Water's Edge
- Limited Access to County of Sherburne as dedicated on this plat

DRAFT

N

0 150 300

SCALE IN FEET
1 INCH = 150 FEET

BEARING NOTE:
The orientation of this bearing system is based on the west line of the SW 1/4 of Sec. 36, Twp. 33, Rge 26. Said line bears South 00 degrees 22 minutes 42 seconds East.

ISG

SHEET 6 OF 6 SHEETS

LENNAR HOMES
BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER, MINNESOTA

PERMIT PLAN

ISG PROJECT # 25-26553

PRELIMINARY NOT FOR CONSTRUCTION

PRELIMINARY NOT FOR CONSTRUCTION

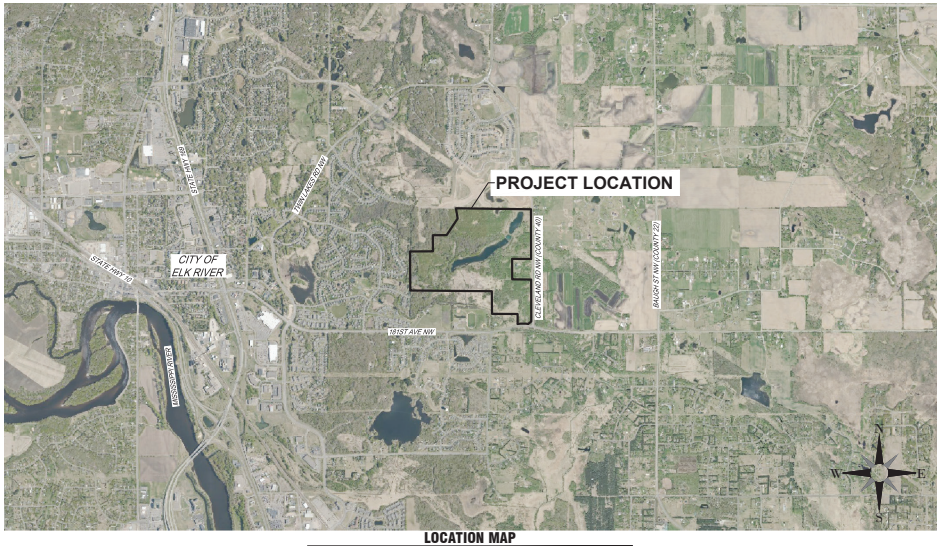
LEGEND

EXISTING

- CITY LIMITS
- SECTION LINE
- QUARTER SECTION LINE
- RIGHT OF WAY LINE
- PROPERTY / LOTLINE
- EASEMENT LINE
- ACCESS CONTROL
- WATER EDGE
- WETLAND BOUNDARY
- WETLAND / MARSH
- FENCE LINE
- CULVERT
- STORM SEWER
- SANITARY SEWER
- SANITARY SEWER FORCEMAIN
- WATER
- GAS
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEPHONE
- UNDERGROUND TV
- OVERHEAD UTILITY
- UNDERGROUND UTILITY
- UNDERGROUND FIBER OPTIC
- CONTOUR (MAJOR)
- CONTOUR (MINOR)
- DECIDUOUS TREE
- CONIFEROUS TREE
- TREE LINE
- MANHOLE/STRUCTURE
- CATCH BASIN
- HYDRANT
- VALVE
- CURB STOP
- POWER POLE
- UTILITY PEDESTAL / CABINET

PROPOSED

- LOT LINE
- RIGHT OF WAY
- EASEMENT
- CULVERT
- STORM SEWER
- SUBDRAIN (PERFORATED)
- SUBDRAIN (NON-PERFORATED)
- SANITARY SEWER
- WATER
- GAS
- OVERHEAD ELECTRIC
- UNDERGROUND ELECTRIC
- UNDERGROUND TV
- CONTOUR
- MANHOLE (STORM, SANITARY)
- CATCH BASIN
- HYDRANT
- VALVE



LOCATION MAP

SCALE IN FEET

0 2000 4000

SHEET INDEX

1	TITLE	32	PROFILE-A (FILMORE STREET)
2	PHASING PLAN	33	PLAN-B (FILMORE STREET)
3	CONSTRUCTION NOTES	34	PROFILE-B (FILMORE STREET)
4	ALIGNMENT PLAN	35	PLAN-C (FILMORE STREET)
5	DETAILS	36	PROFILE-C (FILMORE STREET)
6	BASIN DETAILS	37	PLAN-D (184TH LANE NW)
7	BASIN DETAILS	38	PROFILE-D (184TH LANE NW)
8	DETAILS	39	PLAN-E (GRANT STREET NW)
9	DETAILS	40	PROFILE-E (GRANT STREET NW)
10	DETAILS	41	PLAN-F (185TH COURT NW)
11	DETAILS	42	PROFILE-F (185TH COURT NW)
12	DETAILS	43	PLAN & PROFILE (185TH CIRCLE)
13	DETAILS	44	PLAN & PROFILE (KENNEDY)
14	DETAILS	45	PLAN & PROFILE (KENNEDY)
15	DETAILS	46	PLAN & PROFILE (STORM 1)
16	DETAILS	47	PLAN & PROFILE (STORM 2)
17	DETAILS	48	PLAN & PROFILE (STORM 3)
18	DETAILS	49	PLAN & PROFILE (STORM 4)
19	DETAILS	50	PLAN & PROFILE (STORM 5)
20	DETAILS	51	PLAN & PROFILE (STORM 6)
21	DETAILS	52	HYDRANT COVERAGE PLAN EAST
22	SWPPP NARRATIVE	53	HYDRANT COVERAGE PLAN WEST
23	SWPPP NARRATIVE	54	PLANNED TRAIL CONSTRUCTION
24	SWPPP DETAILS	55	PLANNED TRAIL CONSTRUCTION
25	SWPPP	56	PLANNED TRAIL CONSTRUCTION
26	SWPPP	57	PLANNED TRAIL CONSTRUCTION
27	SWPPP	58	PLANNED TRAIL CONSTRUCTION
28	EXISTING SITE PLAN	59	PLANNED TRAIL CONSTRUCTION
29	OVERALL UTILITY PLAN EAST	60	INTERSECTION GRADING PLAN
30	OVERALL UTILITY PLAN WEST	61	INTERSECTION GRADING PLAN
31	PLAN-A (FILMORE STREET)	62	INTERSECTION GRADING PLAN
		63	INTERSECTION GRADING PLAN

APPROVED FOR CONSTRUCTION:

CITY OF ELK RIVER - ENGINEERING DATE

PROJECT GENERAL NOTES

1. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE OWNER - CONTRACTOR AGREEMENT, THE PROJECT MANUAL (WHICH INCLUDES GENERAL SUPPLEMENTARY CONDITIONS AND SPECIFICATIONS), DRAWINGS OF ALL DISCIPLINES AND ALL ADDENDA, MODIFICATIONS AND CLARIFICATIONS ISSUED BY THE ARCHITECT/ENGINEER.
2. CONTRACT DOCUMENTS SHALL BE ISSUED TO ALL SUBCONTRACTORS BY THE GENERAL CONTRACTOR IN COMPLETE SETS IN ORDER TO ACHIEVE THE FULL EXTENT AND COMPLETE COORDINATION OF ALL WORK.
3. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
4. FIELD VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES OR CONDITIONS REQUIRING INFORMATION OR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.
5. DETAILS SHOWN ARE INTENDED TO BE INDICATIVE OF THE PROFILES AND TYPE OF DETAILING REQUIRED THROUGHOUT THE WORK. DETAILS NOT SHOWN ARE SIMILAR IN CHARACTER TO DETAILS SHOWN. WHERE SPECIFIC DIMENSIONS, DETAILS OR DESIGN INTENT CANNOT BE DETERMINED, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
6. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, CLEANED AND CONDITIONED ACCORDING TO MANUFACTURERS' INSTRUCTIONS. IN CASE OF DISCREPANCIES BETWEEN MANUFACTURERS' INSTRUCTIONS AND THE CONTRACT DOCUMENTS, NOTIFY ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
7. ALL DISSIMILAR METALS SHALL BE EFFECTIVELY ISOLATED FROM EACH OTHER TO AVOID GALVANIC CORROSION.
8. THE LOCATION AND TYPE OF ALL INPLACE UTILITIES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY AND ARE ACCURATE AND COMPLETE TO THE BEST OF THE KNOWLEDGE OF I & S GROUP, INC. (ISG). NO WARRANTY OR GUARANTEE IS IMPLIED. THE CONTRACTOR SHALL VERIFY THE SIZES, LOCATIONS AND ELEVATIONS OF ALL INPLACE UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM PLAN.
9. THE CONTRACTOR IS TO CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS. MINIMUM 2 BUSINESS DAYS PRIOR TO ANY EXCAVATION / CONSTRUCTION (1-800-252-1166).

ABBREVIATIONS:

AC	ACRE	CMP	CORRUGATED METAL PIPE	FDC	FIRE DEPARTMENT CONNECTION	HORIZ	HORIZONTAL	LSO	LOWEST STRUCTURAL OPENING	PL	PROPERTY LINE	STA	STATION
ADA	AMERICANS WITH DISABILITIES ACT	CO	CLEANOUT	FDN	FOUNDATION	HR	HOUR	MAX	MAXIMUM	PP	POLYPROPYLENE	SY	SQUARE YARD
ADD	ADDENDUM	CONC	CONCRETE	FFE	FINISHED FLOOR ELEVATION	HWL	HIGH WATER LEVEL	MB	MAIL BOX	PSI	POUNDS PER SQUARE INCH	T/C	TOP OF CURB
AFF	ABOVE FINISHED FLOOR	CONST	CONSTRUCTION	FPM	FEET PER MINUTE	HWY	HIGHWAY	MECH	MECHANICAL	PVC	POLYVINYL CHLORIDE	TEL	TELEPHONE
AGG	AGGREGATE	CONT	CONTINUOUS	FPS	FEET PER SECOND	HYD	HYDRANT	MH	MANHOLE	PVMT	PAVEMENT	TEMP	TEMPORARY
APPROX	APPROXIMATE	CY	CUBIC YARD	FT	FOOT, FEET	I	INVERT	MIN	MINIMUM	QTY	QUANTITY	THRU	THROUGH
ARCH	ARCHITECT, ARCHITECTURAL	C&G	CURB AND GUTTER	FTG	FOOTING	ID	INSIDE DIAMETER	MISC	MISCELLANEOUS	RAD	RADIUS	TNFH	TOP NUT OF FIRE HYDRANT
BFE	BASEMENT FLOOR ELEVATION	DEMO	DEMOLITION	GA	GAUGE	IN	INCH	NO	NUMBER	RCP	REINFORCED CONCRETE PIPE	TRANS	TRANSFORMER
BIT	BITUMINOUS	DIA	DIAMETER	GAL	GALLON	INV	INVERT	NTS	NOT TO SCALE	RD	ROOF DRAIN	TV	TELEVISION
CAD	COMPUTER-AIDED DESIGN	DIM	DIMENSION	GALV	GALVANIZED	IP	IRON PIPE	NWL	NORMAL WATER LEVEL	REBAR	REINFORCING BAR	T/W	TOP OF WALL
CB	CATCH BASIN	DS	DOWNSPOUT	GC	GENERAL CONTRACTOR	IPS	IRON PIPE SIZE	OC	ON CENTER	REM	REMOVE	TYP	TYPICAL
CFS	CUBIC FEET PER SECOND	EA	EACH	GFE	GARAGE FLOOR ELEVATION	J-BOX	JUNCTION BOX	OCEW	ON CENTER EACH WAY	ROW	RIGHT OF WAY	UT	UTILITY, UNDERGROUND
CF	CUBIC FOOT	ELEC	ELECTRICAL	GL	GUTTER LINE	JT	JOINT	OH	OVERHEAD	R/W	RIGHT OF WAY		TELEPHONE
CI	CAST IRON	ELEV	ELEVATION	GPM	GALLONS PER MINUTE	LF	LINEAR FEET	OHD	OVERHEAD DOOR	SAN	SANITARY	VCP	VITRIFIED CLAY PIPE
CIP	CAST IRON PIPE	EOF	EMERGENCY OVERFLOW	GV	GATE VALVE	LFE	LOWEST FLOOR ELEVATION	OZ	OUNCE	SCH	SCHEDULE	W/O	WITHOUT
CIPC	CAST IN PLACE CONCRETE	EQ	EQUAL	HDPE	HIGH DENSITY POLYETHYLENE	LIN	LINEAR	PED	PEDESTAL, PEDESTRIAN	SF	SQUARE FOOT	W/	WITH
CJ	CONTROL JOINT	EX	EXISTING	HD	HEAVY DUTY	LPS	LOW PRESSURE STEAM	PERF	PERFORATED	SPEC	SPECIFICATION	YD	YARD
CL	CENTERLINE	F/L	FLOW LINE	HH	HANDHOLE	LS	LUMP SUM			SQ	SQUARE	YR	YEAR

PROJECT INDEX:

OWNER:

LENNAR HOMES
16305 36TH AVENUE NORTH
PLYMOUTH, MN 554466

PROJECT ADDRESS / LOCATION:

S36 T33N R26W

SHERBURNE COUNTY
ELK RIVER, MINNESOTA

MANAGING OFFICE:

BLOOMINGTON OFFICE
7900 INTERNATIONAL DRIVE
SUITE 550
MINNEAPOLIS, MN 55425
PHONE: 952.426.0699

PROJECT MANAGER: JERREMY FOSS
EMAIL: JERREMY_FOSS@ISGINC.COM

SPECIFICATIONS REFERENCE

ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF ELK RIVER REQUIREMENTS AND MnDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2020 EDITION, AND THE STANDARD SPECIFICATIONS FOR SANITARY SEWER, STORM DRAIN AND WATERMAIN AS PROPOSED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA 2018, UNLESS DIRECTED OTHERWISE.

PROJECT DATUM

HORIZONTAL COORDINATES HAVE BEEN REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83), 1996 ADJUSTMENT (NAD83(1996)) ON THE SHERBURNE COUNTY COORDINATE SYSTEM, IN U.S. SURVEY FEET.
ELEVATIONS HAVE BEEN REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
RTK GPS METHODS WERE USED TO ESTABLISH HORIZONTAL AND VERTICAL COORDINATES FOR THIS PROJECT.

B.M. ELEVATION=950.10
TNFH SW QUADRANT AT THE INTERSECTION OF TWIN LAKES PKWY AND 188TH AVE NW

B.M. ELEVATION=938.58
TNFH WEST OF IVANHOE ST APPROX. 140' SOUTH OF THE INTERSECTION OF IVANHOE ST AND TWIN LAKES PKWY

TOPOGRAPHIC SURVEY

THIS PROJECT'S TOPOGRAPHIC SURVEY CONSISTS OF DATA COLLECTED IN MARCH 2022 BY ISG.

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JERREMY D. FOSS

DATE 2026-04-27 LIC. NO. 55871

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

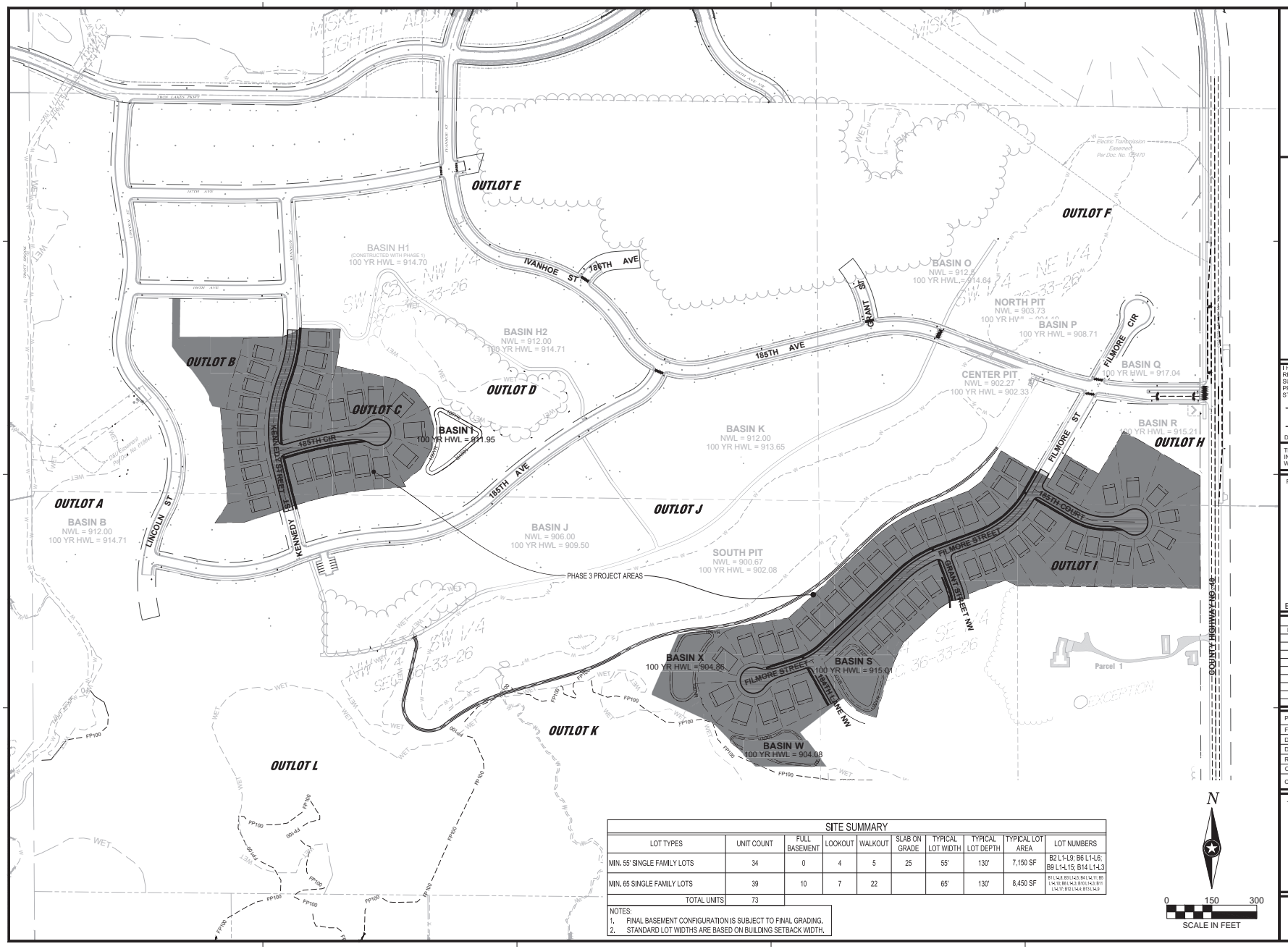
PROJECT NO.	25-26553
FILE NAME	26553 - 1 TITLE (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

TITLE

SHEET

1



SITE SUMMARY									
LOT TYPES	UNIT COUNT	FULL BASEMENT	LOOKOUT	WALKOUT	SLAB ON GRADE	TYPICAL LOT WIDTH	TYPICAL LOT DEPTH	TYPICAL LOT AREA	LOT NUMBERS
MIN. 55' SINGLE FAMILY LOTS	34	0	4	5	25	55'	130'	7,150 SF	B2 L1-L9; B6 L1-L6; B9 L1-L16; B14 L1-L3
MIN. 65 SINGLE FAMILY LOTS	39	10	7	22		65'	130'	8,450 SF	B1 L1,L8; B3 L1-L5; B4 L1-L7; B5 L1-L10; B8 L1-L3; B10 L1-L3; B11 L1-L17; B12 L1-L4; B13 L1-L9
TOTAL UNITS	73								

NOTES:
1. FINAL BASEMENT CONFIGURATION IS SUBJECT TO FINAL GRADING.
2. STANDARD LOT WIDTHS ARE BASED ON BUILDING SETBACK WIDTH.

ISG

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CLIENT PROJECT NO.	-

TITLE

PHASING PLAN

SHEET

2

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

SOIL AND CONSTRUCTION NOTES

1. TOP OF THE GRADING GRADE: THE TOP OF GRADING GRADE FOR THIS PROJECT IS DEFINED AS THE BOTTOM OF THE AGGREGATE BASE.

2. SUITABLE GRADING MATERIAL: ON THIS PROJECT SUITABLE GRADING MATERIAL SHALL INCLUDE ALL MINERAL SOILS IN ACCORDANCE WITH THE TRIAXIAL CHART IN THE MnDOT GRADING AND BASE MANUAL, EXCEPT SILT. UNSUITABLE MATERIALS SHALL INCLUDE DEBRIS, MARL, PEAT, WOOD, OR ANY OTHER ORGANIC SOILS. SELECT GRADING MATERIAL SHOULD BE RESERVED FOR EMBANKMENT PLACEMENT WITHIN THE ROADWAY CORE.

3. STRIP ALL INPLACE TOPSOIL AND SLOPE DRESSING IN AREAS TO BE DISTURBED BY CONSTRUCTION AND REUSE AS SLOPE DRESSING. INPLACE TOPSOIL AND SLOPE DRESSING, ENCOUNTERED IN THE AREAS OF PROPOSED CONSTRUCTION.

4. PROVIDE A SAWCUT WHERE PLACING NEW PAVEMENT NEXT TO INPLACE PAVEMENT TO ENSURE A UNIFORM JOINT. THE CONTRACTOR SHALL SAWCUT THE EXISTING BITUMINOUS PAVEMENT AT ALL LOCATIONS WHERE THE NEW PAVEMENT MATCHES IN PLACE PAVEMENT, PROVIDING A CLEAN STRAIGHT EDGE, PRIOR TO PAVING THE WEAR COURSE. THE CONTRACTOR SHALL MILL THE EDGE OF ADJACENT PAVEMENTS TO PROVIDE FULL DEPTH OF THE WEAR COURSE TO THE EDGE. SAW CUTTING AND MILLING OF THE EDGES OF THE EXISTING PAVEMENTS AT THE CONSTRUCTION LIMITS SHALL BE INCIDENTAL TO PAVING. THE CONTRACTOR SHALL ALSO BE REQUIRED TO CLEAN THE UNDERLYING PAVEMENT SURFACE PRIOR TO PAVING THE WEAR COURSE. A WATER TRUCK AND PICK-UP STREET SWEEPER WILL BE REQUIRED FOR THIS WORK TO MINIMIZE DUST AND DIRT IMPACTS ON ADJACENT RESIDENCES.

5. BITUMINOUS AND CONCRETE ITEMS DISTURBED BY CONSTRUCTION AND EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE RECYCLED TO THE EXTENT ALLOWED IN BASE AND SURFACING ITEMS OR DISPOSED OF OFF THE PROJECT LIMITS IN ACCORDANCE WITH MnDOT SPECIFICATION SPEC. 2104.3C3.

6. OBTAIN COMPACTION ON THE GRADING PORTION OF PERMANENT CONSTRUCTION IN ACCORDANCE WITH THE "QUALITY COMPACTION METHOD" REQUIREMENTS.

7. OBTAIN COMPACTION ON THE MnDOT CLASS 5 PORTION OF THE PAVEMENT SECTION IN ACCORDANCE WITH THE GEOTECHNICAL REPORT AND CITY OF ELK RIVER.

8. TEST ROLLING SHALL BE REQUIRED ON ALL ROADWAYS WITH A LOADED TRI-AXLE DUMP TRUCK AT THE BOTTOM OF THE SUBGRADE AND THE TOP OF THE AGGREGATE BASE.

9. IN ANY PROPOSED CONSTRUCTION THE CONTRACTOR SHALL STRIVE TO SUBSTANTIALLY MATCH THE SOILS INPLACE IN THE TOP 4' OF THE ROADWAYS. GRANULAR BACKFILL SHALL NOT BE PERMITTED ADJACENT TO INPLACE NON-GRANULAR SOILS IN ORDER TO PREVENT AN ABRUPT SOILS DIFFERENTIAL.

10. THE BOTTOM OF ALL SUBCUTS SHALL BE SHAPED AND COMPACTED BY THE "QUALITY COMPACTION METHOD".

11. IN ANY CASE WHERE GRANULAR EMBANKMENTS OR BACKFILL JOIN NON-GRANULAR SOIL EMBANKMENTS OR BACKFILL, PROVIDE A 1(V):20(H) TRANSITION TAPER BETWEEN THE CHANGES IN MATERIAL TO PREVENT AN ABRUPT SOILS DIFFERENTIAL. THE 1(V):20(H) TAPER SHALL BE CONSTRUCTED SO THAT THE GRANULAR BACKFILL MATERIAL OVERLAYS THE ADJACENT NON-GRANULAR SOILS BACKFILL.

12. WHERE CONNECTING NEW SURFACING ADJACENT TO ANY INPLACE PAVEMENTS TO BE WIDENED, CUT VERTICALLY TO THE BOTTOM OF THE INPLACE SURFACING OR TO THE BOTTOM OF THE NEW SURFACING DESIGN, WHICH EVER IS DEEPER, THEN AT A 2(V):1(H) SLOPE TO THE BOTTOM OF THE RECOMMENDED SUBGRADE EXCAVATION.

13. WHERE SUBCUTS RUN INTO DRIVEWAYS OR LOCAL ROADS, CUT VERTICALLY TO THE BOTTOM OF THE INPLACE SURFACING OR TO THE BOTTOM OF THE NEW SURFACING DESIGN, WHICHEVER IS DEEPER, THEN AT A 1(V):4(H) TAPER TO THE BOTTOM OF THE RECOMMENDED SUBGRADE EXCAVATION.

14. THE CONTRACTOR IS HEREBY REMINDED OF THEIR RESPONSIBILITY UNDER STATE LAW TO CONTACT ALL UTILITIES THAT MAY HAVE FACILITIES IN THIS AREA. CONTACT MUST BE MADE THROUGH GOPHER STATE ONE-CALL.

15. SLOPE DRESSING ON THIS PROJECT IS DEFINED AS THE TOPSOIL OR OTHER SOIL PLACED DURING CONSTRUCTION TO PROVIDE A MEDIUM FOR ESTABLISHING TURF.

16. ANY DEBRIS WHICH MAY BE ENCOUNTERED DURING GRADING SHALL BE DISPOSED OF BY THE CONTRACTOR OFF THE PROJECT RIGHT OF WAY IN A SUITABLE DISPOSAL AREA.

17. EXTREME CARE SHALL BE TAKEN SO THAT ALL EXISTING TREES LOCATED WITHIN & ADJACENT TO THE CONSTRUCTION AREAS ARE NOT REMOVED OR DAMAGED, UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL CONTACT THE OWNER WITH ANY POTENTIAL CONFLICTS.

18. UNLESS OTHERWISE RECOMMENDED, PROVIDE FOR ALL SUBCUTS AND BACKFILL ACCORDINGLY THROUGHOUT THE ENTIRE PROJECT AS DEFINED ON THE GRADING PLANS.

19. PROVIDE 1(V):20(H) TAPERS WHEN CHANGING SUBCUT DEPTHS.

20. PIPE SEWERS CONNECTING MANHOLES AND CATCH BASINS SHALL BE IN ACCORDANCE WITH MNDOT SPEC. 2503 AND CITY OF ELK RIVER REQUIREMENTS. BEDDING AND BACKFILL SHALL CONSIST OF UNIFORM SUITABLE GRADING MATERIAL MATCHING ADJACENT SOILS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

21. NO EXTRA PAYMENT WILL BE MADE FOR TEMPORARY STOCKPILING OF EXCAVATION, EMBANKMENT AND/OR BORROW MATERIAL.

22. CONSTRUCTION ACTIVITY SHALL BE PERFORMED IN SUCH A MANNER THAT ACCESS IS MAINTAINED TO ALL RESIDENCES. WHERE CONSTRUCTION OPERATIONS REQUIRE CLOSURE OF ACCESS TO SITE OR SURROUNDING PROPERTIES, CONTRACTOR SHALL COORDINATE WITH SAID PROPERTY OWNER AT LEAST 24 HOURS BEFORE THE ANTICIPATED ACCESS INTERRUPTION AND ALL ACCESS SHALL BE AT LEAST TEMPORARILY RESTORED EACH NIGHT BEFORE THE END OF THE WORK DAY. NO PROPERTY OWNER SHALL BE LEFT WITHOUT ADEQUATE ACCESS OVERNIGHT OR OVER THE WEEKEND. EMERGENCY VEHICLE ACCESS SHALL BE MAINTAINED AS WELL.

23. AS SHOWN ON THE PLANS, VARIOUS UTILITIES ARE LOCATED WITHIN THE PROJECT LIMITS. THERE ARE ADDITIONAL UTILITIES THAT MAY EXIST AND ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL COORDINATE THEIR ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND/OR ADJACENT PROPERTY OWNERS AND WILL BE RESPONSIBLE FOR VERIFICATION AND PROTECTION OF ALL UTILITIES IN THEIR EXISTING LOCATION (POWER POLES, PEDESTALS, ETC.). THE CONTRACTOR SHALL COORDINATE WITH THE PRIVATE UTILITIES AND/OR ADJACENT PROPERTY OWNERS TO ARRANGE SUPPORTING/RELOCATE AND/OR REPAIRS TO ALL FACILITIES AS NEEDED FOR ALL UTILITY AND STREET IMPROVEMENTS. THE OWNER SHALL NOT INCUR ADDITIONAL COSTS IF THE LOCATIONS OF UTILITIES ARE NOT SHOWN ON THE PLANS FOR FOR DELAYS IN CONSTRUCTION CAUSED FROM CONFLICTS WITH PRIVATE UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH SHERBURNE COUNTY, THE CITY OF ELK RIVER, AND ALL UTILITY COMPANIES FOR ANY NECESSARY REMOVAL AND RELOCATION OF THEIR FACILITIES, THE CONTRACTOR SHALL PERFORM GRADING OPERATIONS AROUND ALL OVERHEAD ELECTRIC POWER POLES AND GUY WIRES, COORDINATE WITH LOCAL ELECTRIC COMPANY.

24. STORAGE AREAS ARE ONLY FOR NEW MATERIALS TO BE INCORPORATED INTO THE WORK OR MATERIALS SALVAGED FROM THE PROJECT THAT ARE TO BE REINSTALLED AS PART OF THE PROJECT. CONTRACTOR WILL NOT BE ALLOWED TO STORE PROJECT REMOVAL ITEMS (SUCH AS CONCRETE PAVEMENTS, SIDEWALKS, OLD MANHOLE STRUCTURES, ETC.) FOR LATER DISPOSAL. THOSE TYPES OF MATERIALS SHALL BE REMOVED FROM THE PROJECT AREA ON THE DAY THAT IT IS REMOVED FROM IT'S EXISTING LOCATION., THE CONTRACTOR SHALL ERECT A TEMPORARY BARRIER SYSTEM TO PREVENT THE GENERAL PUBLIC FROM ACCESSING THE STORAGE AREA. THE BARRIER SYSTEM SHALL BE APPROVED BY THE ENGINEER AND ERECTED PRIOR TO STORING MATERIALS. THE STORAGE AREAS SHALL BE RESTORED TO EXISTING OR BETTER QUALITY PRIOR TO PROJECT ACCEPTANCE. ALL COSTS INCURRED BY THE CONTRACTOR TO PROVIDE, MAINTAIN AND REMOVE THE TEMPORARY BARRIER SYSTEM AND RESTORE THE STORAGE AREA ARE INCIDENTAL TO THE PROJECT.

25. CONCRETE WASHOUT SHALL BE IN ACCORDANCE WITH MnDOT SPECIFICATION 1717 AND AS MAY BE MODIFIED IN THE SPECIAL PROVISIONS. ALL MATERIALS AND WORK NECESSARY TO CONSTRUCT AND MAINTAIN THE CONCRETE WASHOUT AREA SHALL BE INCIDENTAL TO CONCRETE PAY ITEMS.

26. ANY DISTURBED PROPERTY PINS SHALL BE REPLACED AND RESET AT NO COST TO THE OWNER.

27. ALL CURB RAMPS & SIDEWALKS SHALL CONFORM TO THE LATEST ADA REQUIREMENTS.

28. UTILITY TRENCHES SHALL BE COMPACTED BY THE "QUALITY COMPACTION METHOD".

29. THE REMOVAL OF BITUMINOUS/CONCRETE PAVEMENT SHALL INCLUDE ALL NECESSARY SAWCUTS AS INCIDENTAL.

30. ALL FIELD TILES CROSSING THE EXISTING AND/OR NEW RIGHT OF WAY SHALL BE PROTECTED AT ALL TIMES. TILE LINES MARKED ON THIS PLAN AND ANY LOCATED DURING CONSTRUCTION OPERATIONS SHALL BE VERIFIED TO BE IN WORKING ORDER AT THE COMPLETION OF MASS EARTHWORK AND AGGREGATE PLACEMENT OPERATIONS. INSPECTION, DOCUMENTATION AND REPAIR/REPLACEMENT OF TILE LINES, IF NECESSARY DUE TO THE NEGLIGENCE OF THE CONTRACTOR, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

31. THE CONTRACTOR SHALL INSTALL TEMPORARY MAIL BOXES AND SUPPORTS AT LOCATIONS DESIGNATED BY THE POST MASTER DURING CONSTRUCTION OPERATIONS, INCIDENTAL.

32. THE CITY WILL IMPOSE A $1,000 MAINTENANCE FEE FOR EVERY PATCH LOCATION NEEDED IN THE BASE COURSE PAVEMENT. NO PATCHES ARE ALLOWED IN ANY WEAR COURSE PAVEMENT.

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 2 OVERALL (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
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ORIGINAL ISSUE DATE	--/--/--
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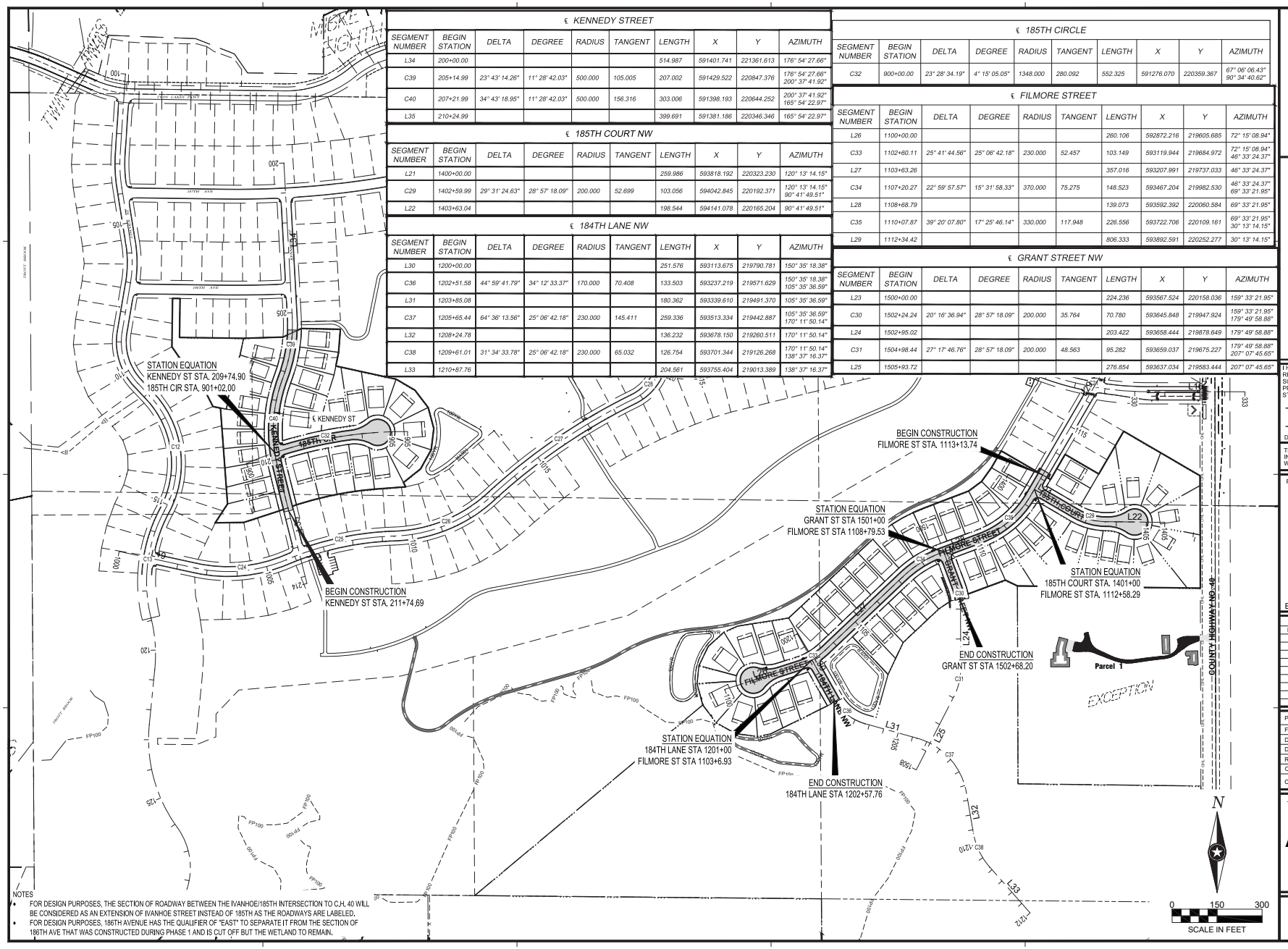
TITLE

CONSTRUCTION NOTES

SHEET

3

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



℄ KENNEDY STREET

SEGMENT NUMBER	BEGIN STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	X	Y	AZIMUTH
L34	200+00.00					514.987	591401.741	221361.613	176° 54' 27.66"
C39	205+14.99	23° 43' 14.26"	11° 28' 42.03"	500.000	105.005	207.002	591429.522	220847.376	176° 54' 27.66" 200° 37' 41.92"
C40	207+21.99	34° 43' 18.95"	11° 28' 42.03"	500.000	156.316	303.006	591398.193	220644.252	200° 37' 41.92" 165° 54' 22.97"
L35	210+24.99					399.691	591381.186	220346.346	165° 54' 22.97"

℄ 185TH COURT NW

SEGMENT NUMBER	BEGIN STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	X	Y	AZIMUTH
L21	1400+00.00					259.986	593818.192	220323.230	120° 13' 14.15"
C29	1402+59.99	29° 31' 24.63"	28° 57' 18.09"	200.000	52.699	103.056	594042.845	220192.371	120° 13' 14.15" 90° 41' 49.51"
L22	1403+63.04					198.544	594141.078	220165.204	90° 41' 49.51"

℄ 184TH LANE NW

SEGMENT NUMBER	BEGIN STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	X	Y	AZIMUTH
L30	1200+00.00					251.576	593113.675	219790.781	150° 35' 18.38"
C36	1202+51.58	44° 59' 41.79"	34° 12' 33.37"	170.000	70.408	133.503	593237.219	219571.629	150° 35' 18.38" 105° 35' 36.59"
L31	1203+85.08					180.362	593339.610	219491.370	105° 35' 36.59"
C37	1205+65.44	64° 36' 13.56"	25° 06' 42.18"	230.000	145.411	259.336	593513.334	219442.887	105° 35' 36.59" 170° 11' 50.14"
L32	1208+24.78					136.232	593678.150	219260.511	170° 11' 50.14"
C38	1209+61.01	31° 34' 33.78"	25° 06' 42.18"	230.000	65.032	126.754	593701.344	219126.268	170° 11' 50.14" 138° 37' 16.37"
L33	1210+87.76					204.561	593755.404	219013.389	138° 37' 16.37"

℄ 185TH CIRCLE

SEGMENT NUMBER	BEGIN STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	X	Y	AZIMUTH
C32	900+00.00	23° 28' 34.19"	4° 15' 05.05"	1348.000	280.092	552.325	591276.070	220359.367	67° 06' 06.43" 90° 34' 40.62"

℄ FILMORE STREET

SEGMENT NUMBER	BEGIN STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	X	Y	AZIMUTH
L26	1100+00.00					260.106	592872.216	219605.685	72° 15' 08.94"
C33	1102+60.11	25° 41' 44.56"	25° 06' 42.18"	230.000	52.457	103.149	593119.944	219684.972	72° 15' 08.94" 46° 33' 24.37"
L27	1103+63.26					357.016	593207.991	219737.033	46° 33' 24.37"
C34	1107+20.27	22° 59' 57.57"	15° 31' 58.33"	370.000	75.275	148.523	593467.204	219982.530	46° 33' 24.37" 69° 33' 21.95"
L28	1108+68.79					139.073	593592.392	220060.584	69° 33' 21.95"
C35	1110+07.87	39° 20' 07.80"	17° 25' 46.14"	330.000	117.948	226.556	593722.706	220109.161	69° 33' 21.95" 30° 13' 14.15"
L29	1112+34.42					806.333	593892.591	220252.277	30° 13' 14.15"

℄ GRANT STREET NW

SEGMENT NUMBER	BEGIN STATION	DELTA	DEGREE	RADIUS	TANGENT	LENGTH	X	Y	AZIMUTH
L23	1500+00.00					224.236	593567.524	220158.036	159° 33' 21.95"
C30	1502+24.24	20° 16' 36.94"	28° 57' 18.09"	200.000	35.764	70.780	593645.848	219947.924	159° 33' 21.95" 179° 49' 58.88"
L24	1502+95.02					203.422	593658.444	219878.649	179° 49' 58.88"
C31	1504+98.44	27° 17' 46.76"	28° 57' 18.09"	200.000	48.563	95.282	593659.037	219675.227	179° 49' 58.88" 207° 07' 45.65"
L25	1505+93.72					276.854	593637.034	219583.444	207° 07' 45.65"

NOTES
- FOR DESIGN PURPOSES, THE SECTION OF ROADWAY BETWEEN THE IVANHOE/185TH INTERSECTION TO C.H. 40 WILL BE CONSIDERED AS AN EXTENSION OF IVANHOE STREET INSTEAD OF 185TH AS THE ROADWAYS ARE LABELED.
- FOR DESIGN PURPOSES, 186TH AVENUE HAS THE QUALIFIER OF "EAST" TO SEPARATE IT FROM THE SECTION OF 186TH AVE THAT WAS CONSTRUCTED DURING PHASE 1 AND IS CUT OFF BUT THE WETLAND TO REMAIN.

ISG

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 2.1 ALIGN (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

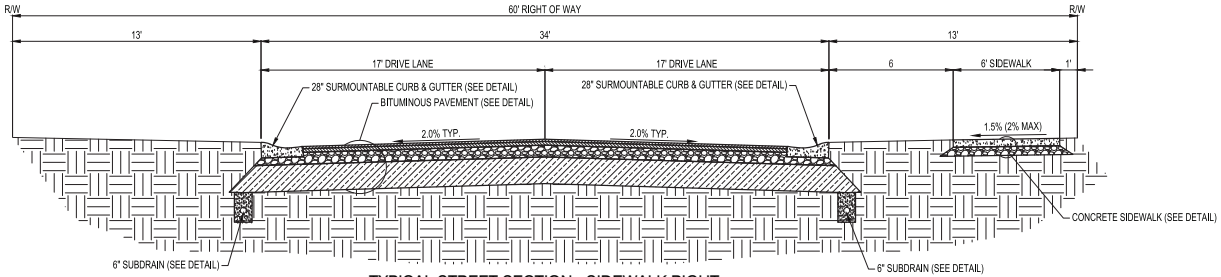
ALIGNMENT PLAN

SHEET

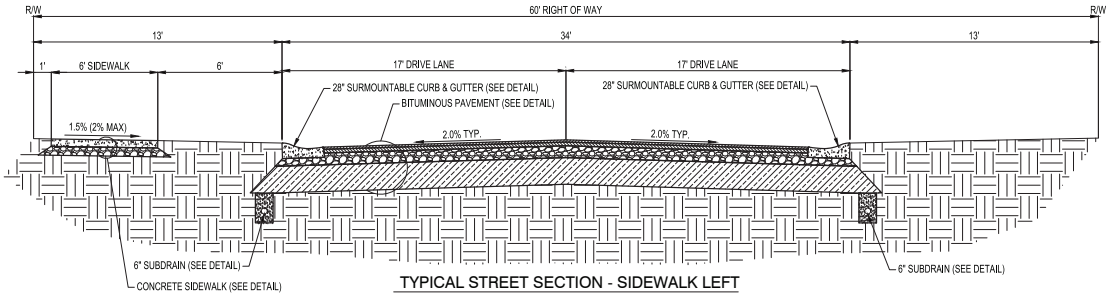
4

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



TYPICAL STREET SECTION - SIDEWALK RIGHT
NTS



TYPICAL STREET SECTION - SIDEWALK LEFT
NTS

ISG

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JERREMY D. FOSS

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TITLE

STREET SECTION DETAILS

SHEET

5

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

BIOFILTRATION BASIN CONSTRUCTION:

A. WORK SHALL INCLUDE - ALL EXCAVATION AND CONSTRUCTION AS OUTLINED IN THE PLANS, SPECIFICATIONS AND DETAILS OUTLINING THE CONSTRUCTION OF THE FILTRATION BASIN.
B. THE CONTRACTOR SHALL MAINTAIN SILT FENCE AROUND THE PERIMETER OF THE FILTRATION BASIN DURING ALL PHASES OF CONSTRUCTION. THE FILTRATION AREA MUST BE STAKED OFF AND MARKED TO KEEP ALL CONSTRUCTION TRAFFIC, EQUIPMENT AND MATERIAL STOCKPILES OUT OF THE PROPOSED FILTRATION AREA.
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BIORETENTION MEDIA MIX A, "WATER QUALITY BLEND":

- 60 TO 70 PERCENT CONSTRUCTION SAND,
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- 15 TO 25 PERCENT ORGANIC MATTER

SAND: PROVIDE CLEAN CONSTRUCTION SAND, FREE OF DELETERIOUS MATERIALS. AASHTO M-6 OR ASTM C-33 WASHED SAND.
TOPSOIL: SANDY LOAM, LOAMY SAND, OR LOAM TEXTURE PER USDA TEXTURAL TRIANGLE WITH LESS THAN 5 PERCENT CLAY CONTENT.
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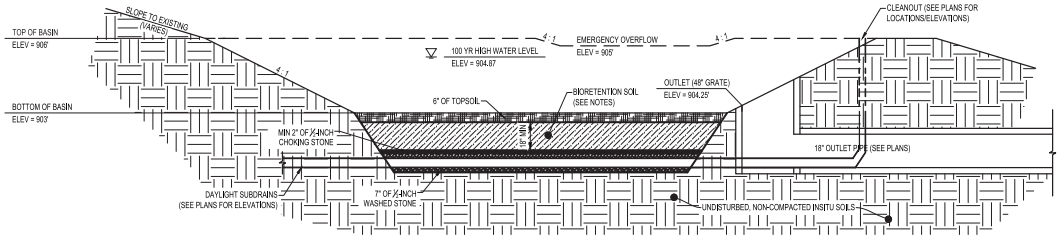

BASIN X CROSS SECTION
BIOFILTRATION BASIN
NTS

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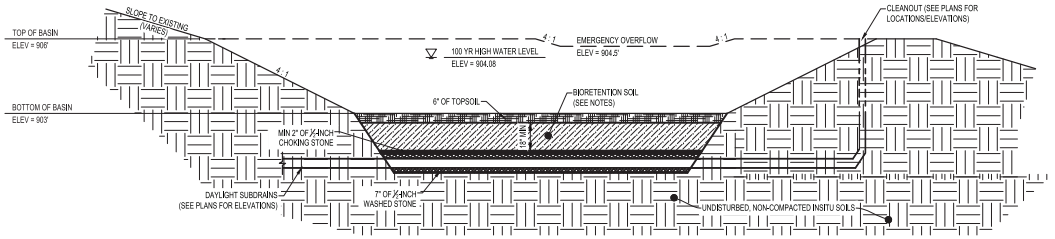

BASIN W CROSS SECTION
BIOFILTRATION BASIN
NTS

ISG

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PROJECT
LENNAR HOMES
BRADFORD PARK DEVELOPMENT (PHASE 3)
ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
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DESIGNED BY	DWG, MEB
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TITLE
BASIN DETAILS

SHEET
6

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

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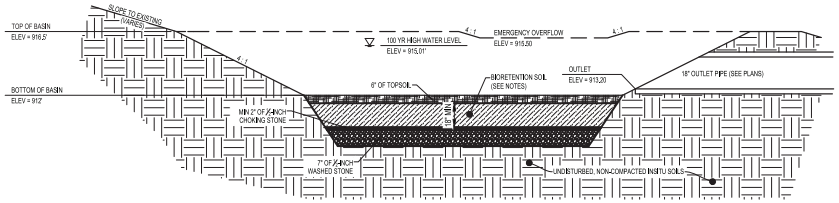

BASIN S CROSS SECTION
INFILTRATION BASIN
NTS

ISG

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LENNAR HOMES
BRADFORD PARK DEVELOPMENT (PHASE 3)
ELK RIVER MINNESOTA

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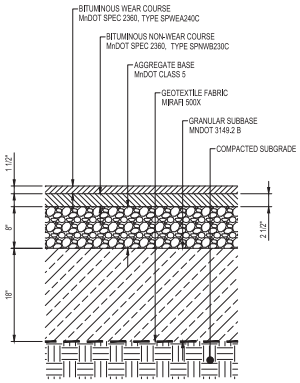
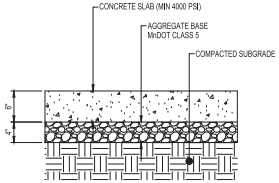
TITLE
BASIN DETAILS

SHEET
7

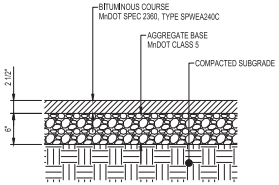
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



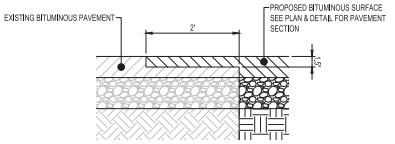
BITUMINOUS PAVEMENT
NTS



CONCRETE SIDEWALK
NTS



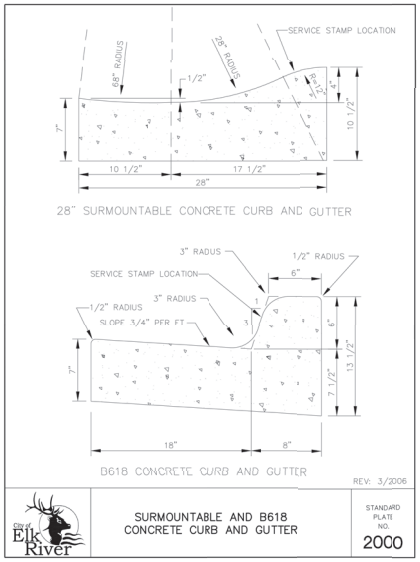
BITUMINOUS TRAIL
NTS



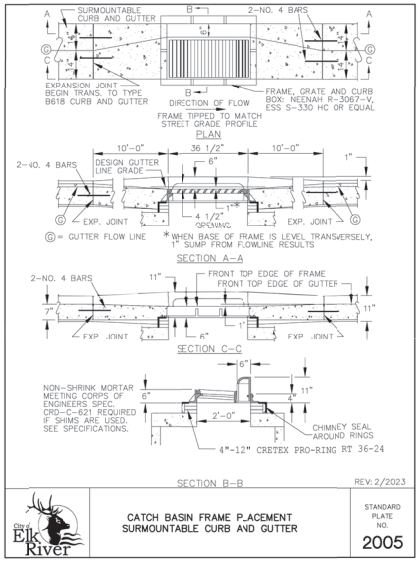
NOTES:

USE WHENEVER NEW BITUMINOUS ABUTS EXISTING BITUMINOUS

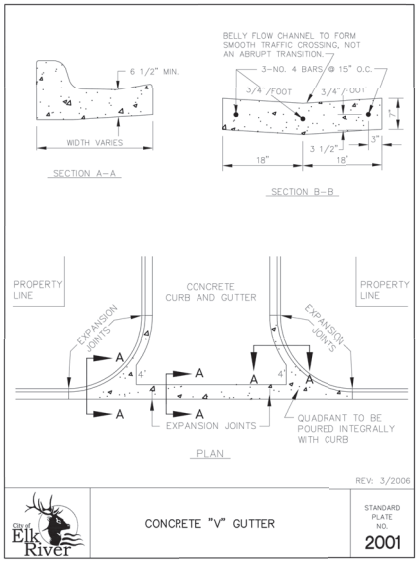
EDGE MILLING
NTS ST350



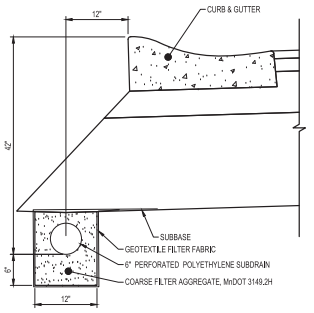
SURMOUNTABLE AND B618
CONCRETE CURB AND GUTTER
STANDARD PLATE NO. 2000



CATCH BASIN FRAME PLACEMENT
SURMOUNTABLE CURB AND GUTTER
STANDARD PLATE NO. 2005



CONCRETE "V" GUTTER
STANDARD PLATE NO. 2001



STORM SEWER SUBDRAIN
NTS SD900

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LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

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TITLE

DETAILS

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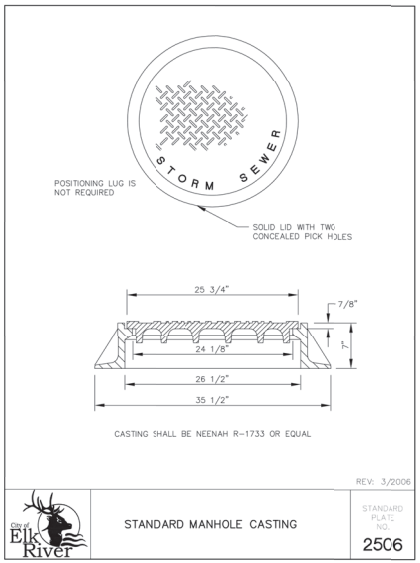
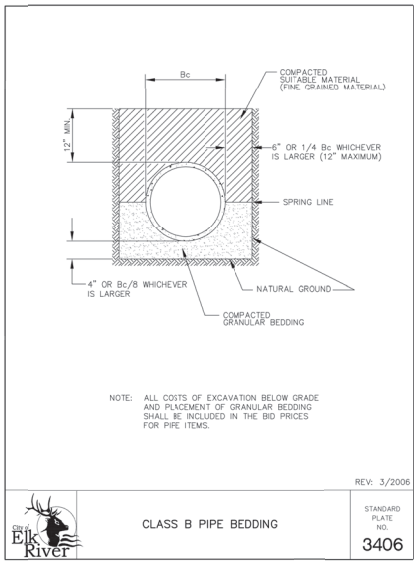
8

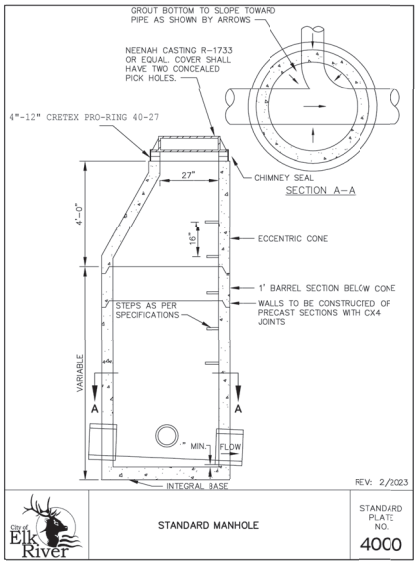
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



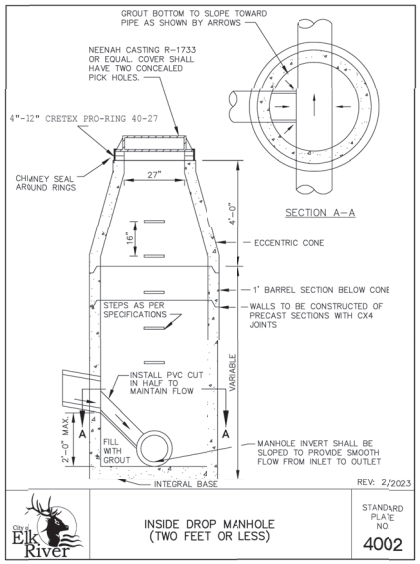
STANDARD MANHOLE CASTING — STANDARD PLATE NO. 2506



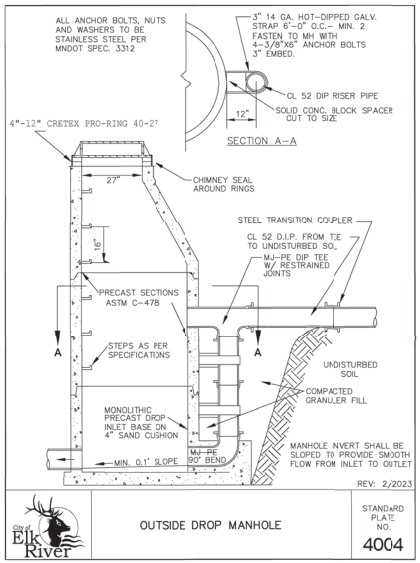
CLASS B PIPE BEDDING — STANDARD PLATE NO. 3406



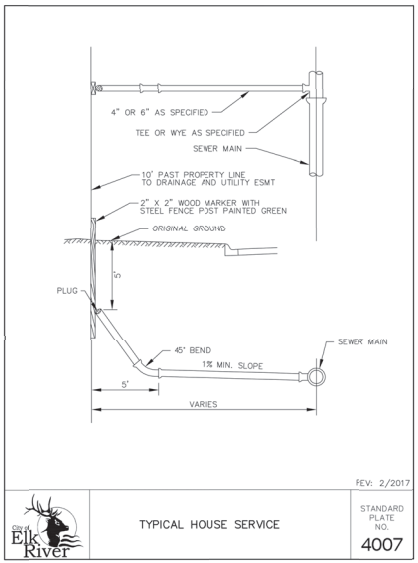
STANDARD MANHOLE — STANDARD PLATE NO. 4000



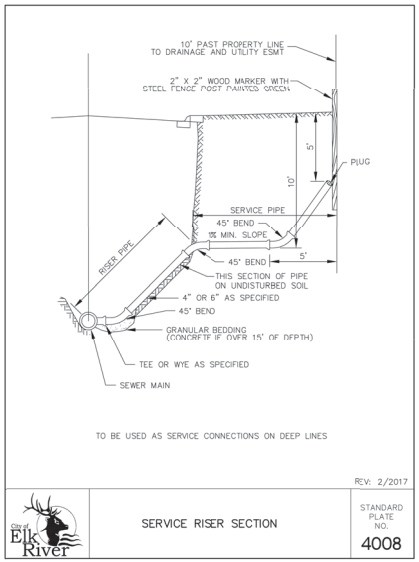
INSIDE DROP MANHOLE (TWO FEET OR LESS) — STANDARD PLATE NO. 4002



OUTSIDE DROP MANHOLE — STANDARD PLATE NO. 4004



TYPICAL HOUSE SERVICE — STANDARD PLATE NO. 4007



SERVICE RISER SECTION — STANDARD PLATE NO. 4008

ISG

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ELK RIVER MINNESOTA

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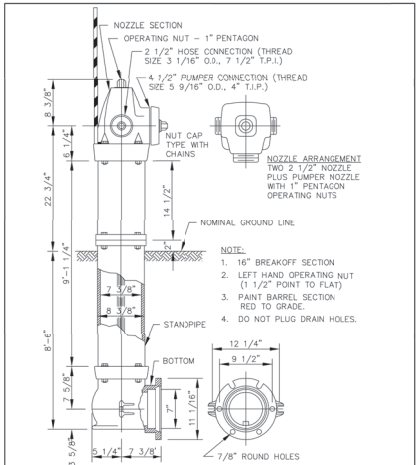
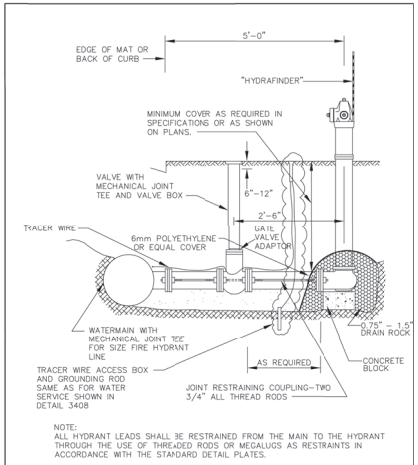
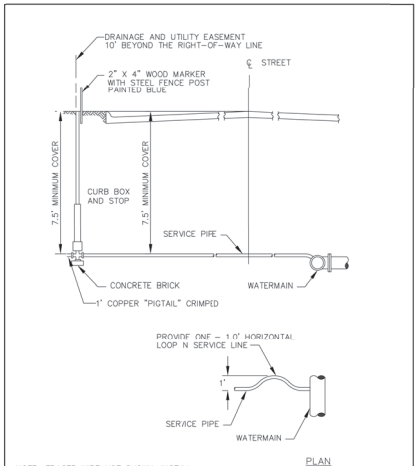
SHEET

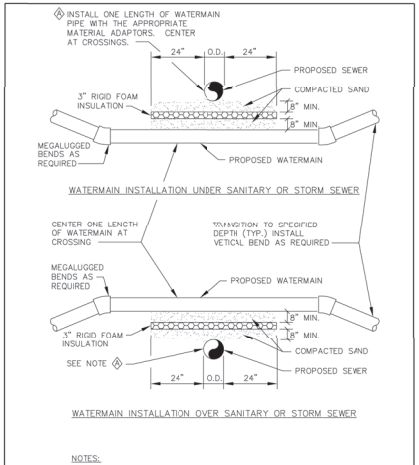
9

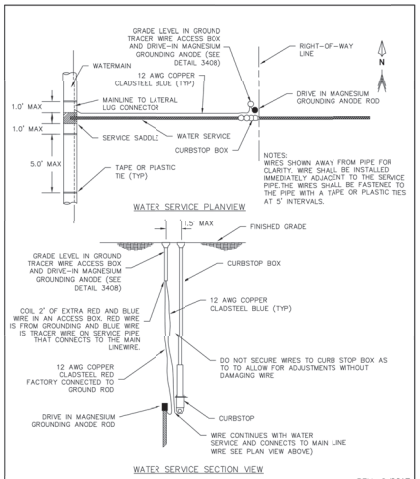
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

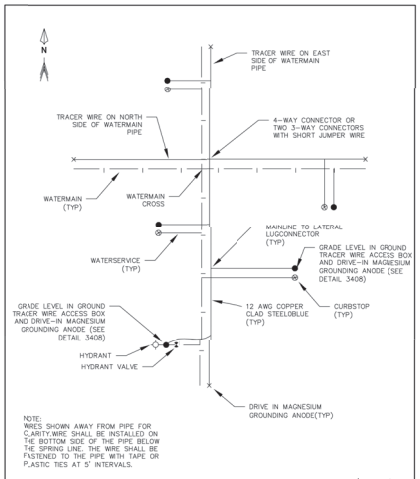


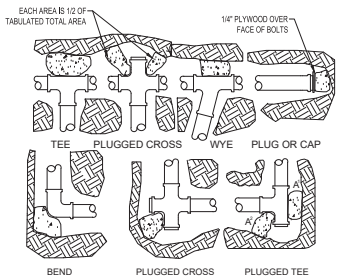












THRUST BLOCK BEARING (SF) TABLE

NOMINAL FITTING SIZE INCHES	TEE,WYE PLUG OR CAP	90 BEND PLUGGED CROSS	TEE PLUGGED ON RUN		45° BEND	22 ½° BEND	11 ¼° BEND
			A¹	A²			
4	1.0	1.4	1.9	1.4	1.0		
6	2.1	3.0	4.2	3.0	1.6	1.0	
8	3.8	5.3	7.6	5.4	2.9	1.5	1.0
10	5.9	8.4	11.8	8.4	4.6	2.6	1.2
12	8.5	12.0	17.0	12.0	6.6	3.4	1.7
14	11.5	16.3	23.0	16.3	8.9	4.8	2.3
16	15.0	21.3	30.0	21.3	11.6	6.0	3.0
18	19.0	27.0	38.0	27.0	14.6	7.8	3.8
20	23.5	33.3	47.0	33.3	18.1	9.4	4.7
24	34.0	48.0	68.0	48.0	26.2	13.6	6.8

NOTES

1. CONCRETE THRUST BLOCKING TO BE POURED AGAINST UNDISTURBED EARTH
2. KEEP CONCRETE CLEAR OF JOINT AND ACCESSORIES
3. IF NOT SHOWN ON PLANS, REQUIRED BEARING AREAS AT FITTING SHALL BE AS INDICATED ABOVE. ADJUST IF NECESSARY, TO CONFORM TO THE TEST PRESSURE(S) AND ALLOWABLE SOIL BEARING STRESS (ES)
4. BEARING AREAS AND SPECIAL BLOCKING DETAILS SHOWN ON PLANS TAKE PRECEDENCE OVER BEARING AREAS AND BLOCKING DETAILS SHOWN ON THIS STANDARD DETAIL
5. ABOVE BEARING AREAS BASED ON TEST PRESSURE OF 150 PSI AND AN ALLOWABLE SOIL BEARING STRESS OF 2000 LBS PER SQ/FT, TO COMPUTE BEARING AREAS FOR DIFFERENT TEST PRESSURES AND SOIL BEARING USE THE FOLLOWING EQUATION: BEARING AREA=TEST PRESSURE/150x12000/SOIL BEARING STRESS x TABLE VALUE

WATERMAIN THRUST BLOCKING
NTS WM700

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JERREMY D. FOSS
DATE 2026-04-27 LIC. NO. 55871

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PROJECT
LENNAR HOMES
BRADFORD PARK DEVELOPMENT (PHASE 3)
ELK RIVER MINNESOTA

REVISION SCHEDULE

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DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
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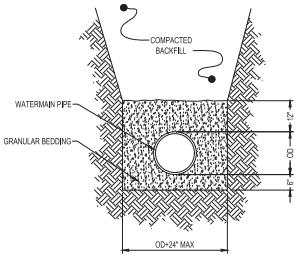
CLIENT PROJECT NO.	-

TITLE
DETAILS

SHEET
10

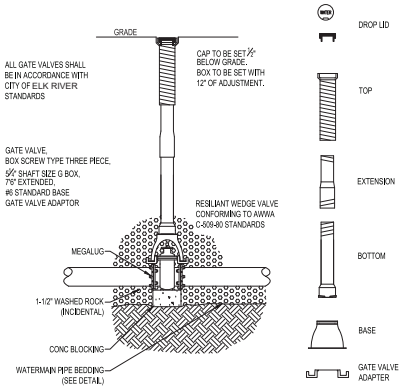
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



NOTE:

GRANULAR BEDDING AND ENCASEMENT FOR WATERMAIN PIPES SHALL BE INCIDENTAL TO CONSTRUCTION

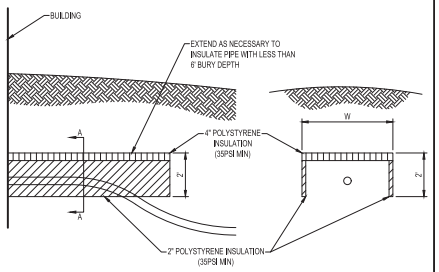
PIPE BEDDING
WATER MAIN
NTS WM300



NOTES:

INSTALL TOP NUT EXTENDER TO 7' DEPTH ON ALL VALVES WITH OVER-DEPTH

TYPICAL
GATE VALVE & BOX INSTALLATION
NTS WM200



TYPICAL DIMENSIONS

PIPE DEPTH	W
2'	12'
3'	10'
4'	8'
5'	6'
6'	4'
7'	2'

WATER PIPE INSULATION
NTS WM400

ISG

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ELK RIVER MINNESOTA

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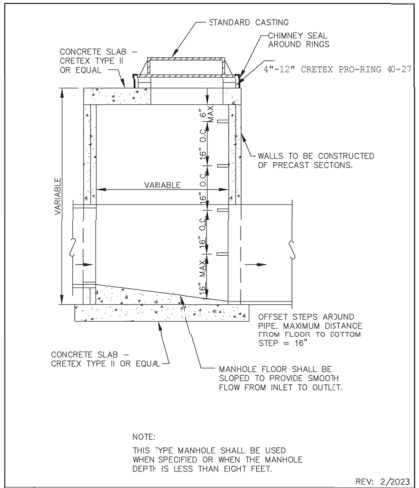
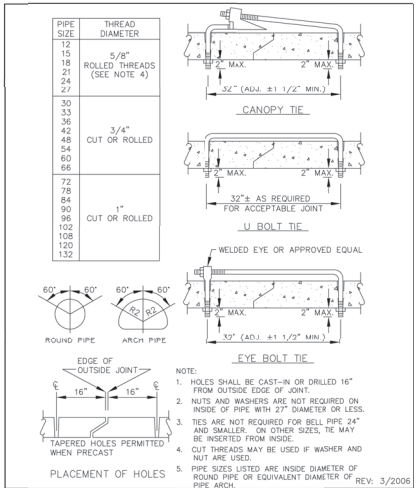
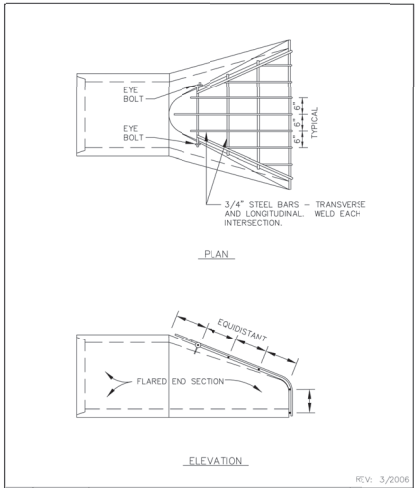


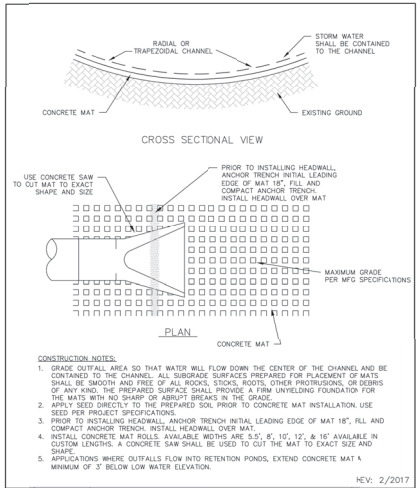
SLAB TOP MANHOLE — STANDARD PLATE NO. 2502



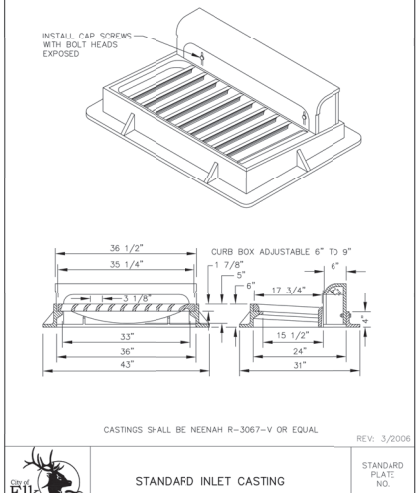
CONCRETE PIPE JOINT TIES — STANDARD PLATE NO. 2503



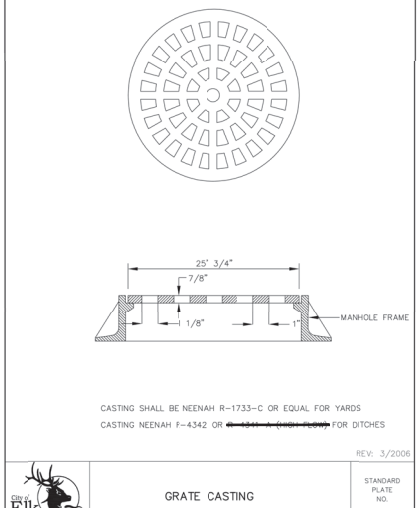
TRASH GUARD — STANDARD PLATE NO. 2504



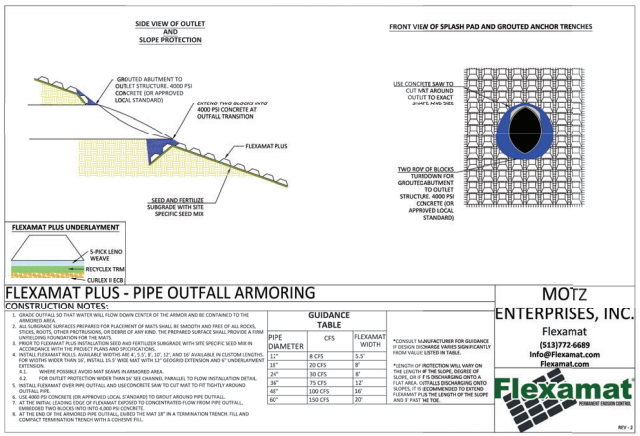
CONCRETE EROSION MAT OUTLET INSTALLATION DETAIL — STANDARD PLATE NO. 2513



STANDARD INLET CASTING — STANDARD PLATE NO. 2507



GRATE CASTING — STANDARD PLATE NO. 2509



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ELK RIVER MINNESOTA

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12

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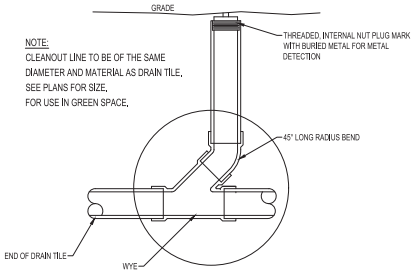
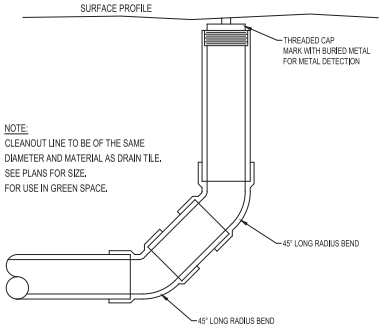
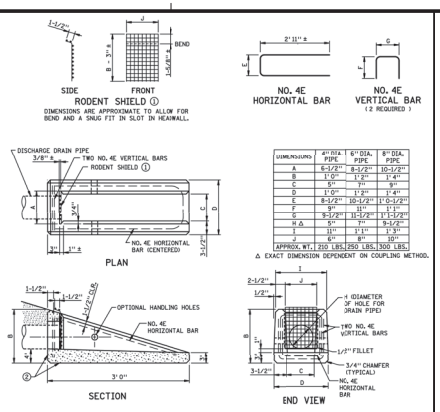


SUBDRAIN CLEANOUT
NTS SD450



SUBDRAIN
TERMINAL CLEANOUT/END
NTS SD451



NOTES:

ALL CONCRETE MATERIALS SHALL BE MN/DOT MIX DESIGNATION 3W46 AND/OR OTHER MIX AS APPROVED BY THE STATE MATERIALS ENGINEER. HEADWALLS SHALL NOT BE SHIPPED UNTIL CONCRETE HAS REACHED A COMPRESSIVE STRENGTH OF 5000 PSI. THE EPOXY BARS SHALL BE SECURELY RETAINED SO THEY ARE NOT DISPLACED DURING CONCRETE PLACEMENT. TIE WIRE SHALL BE EPOXY COATED. WELDING WILL NOT BE PERMITTED. THE FABRICATOR SHALL PROVIDE A QUALITY CONTROL PROGRAM APPROVED BY THE MATERIALS ENGINEER.

① THE RODENT SHIELD SHALL BE FABRICATED FROM CARBON STEEL FLATTENED EXPANDED METAL, STYLE 1/2" NO. 4F. IT SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION. ACTUAL SCREEN DIMENSIONS SHALL BE SUCH AS WILL SNUGLY FIT THE PROVIDED SLOT (TAPERED IF NECESSARY) & WITH THE SCREEN LIP FITTING FLUSH WITH THE CASTING TOP AND THE BOTTOM FITTING TIGHT TO THE FLOW LINE.

② THE MANUFACTURER'S NAME AND DATE OF PRODUCTION (MONTH AND YEAR) SHALL BE CLEARLY CAST (NOT INK STAMPED) INTO EITHER THE BOTTOM OF EACH HEADWALL OR NEAR THE BOTTOM OF THE LARGE END. IF A MANUFACTURER HAS MORE THAN ONE PLANT, THEY SHALL BE APPROPRIATELY CODED.

PRECAST CONCRETE HEADWALL
NTS

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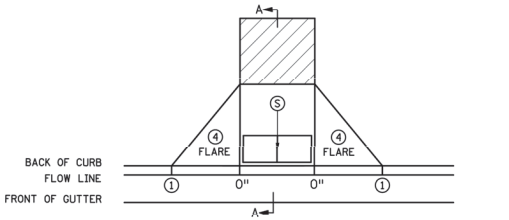
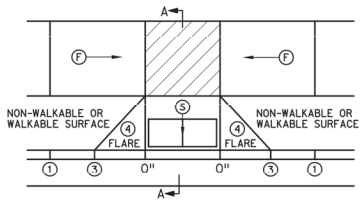
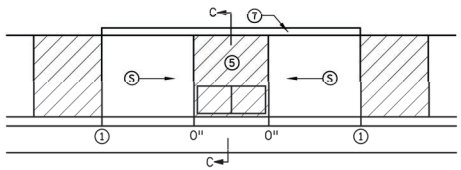


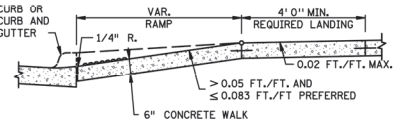
PERPENDICULAR



TIERED PERPENDICULAR

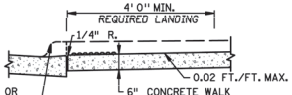


PARALLEL



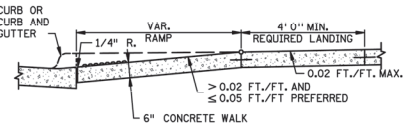
SECTION A-A

PERPENDICULAR/TIERED/DIAGONAL



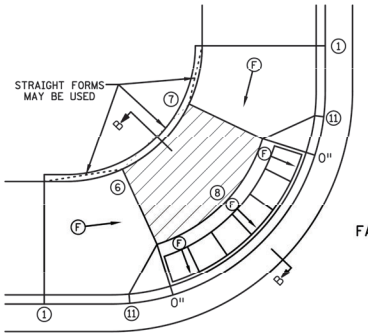
SECTION C-C

PARALLEL/DEPRESSED CORNER

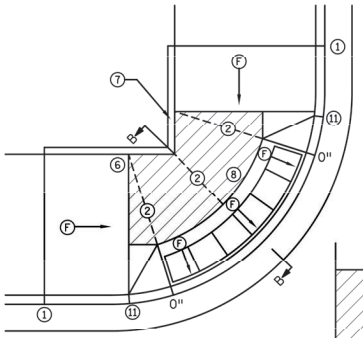


SECTION B-B

FAN

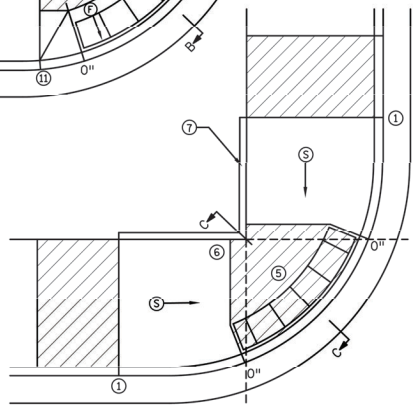


FAN ⑩

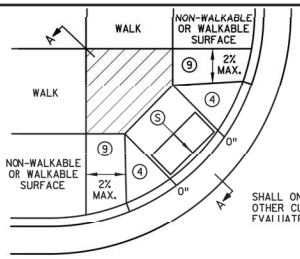


MODIFIED FAN ⑩

USED WHEN RIGHT-OF-WAY IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

SHALL ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH. EXCEPT AS STATED IN ⑥ BELOW.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2.0) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.

WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

① MATCH FULL HEIGHT CURB.
② 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
③ 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
④ SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
⑤ DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
⑥ THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
⑦ WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS LESS THAN 5% RUNNING SLOPE SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
⑧ A 7' MIN TOP RADIUS GRADE BREAK IS REQUIRED TO BE CONSTRUCTIBLE.
⑨ PAVE FULL WALK WIDTH.
⑩ "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.
⑪ INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3" CURB HEIGHT. REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

X" CURB HEIGHT

REVISION:

APPROVED: 11-04-2021

JEFFREY J. PERKINS
OPERATIONS DIVISION

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 | 1 OF 6

APPROVED: 11-04-2021
REVISED:

THOMAS E. TYBRICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TH) SHEET NO. OF SHEETS

ISG

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DATE _____ LIC. NO. _____

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 3 DETAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

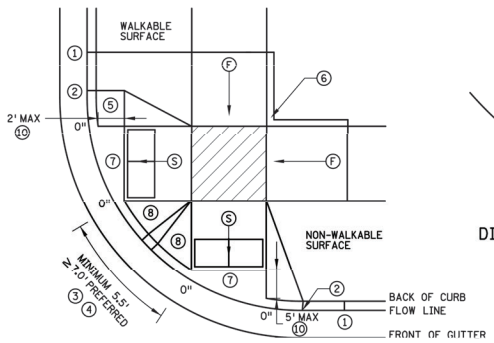
TITLE

DETAILS

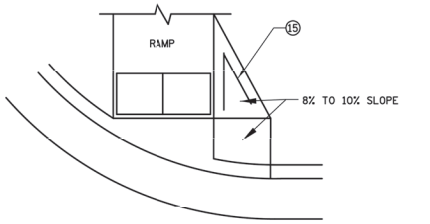
SHEET

14

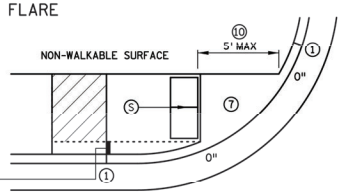
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



COMBINED DIRECTIONAL

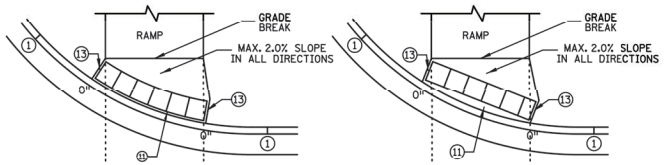


DIRECTIONAL RAMP WALKABLE FLARE



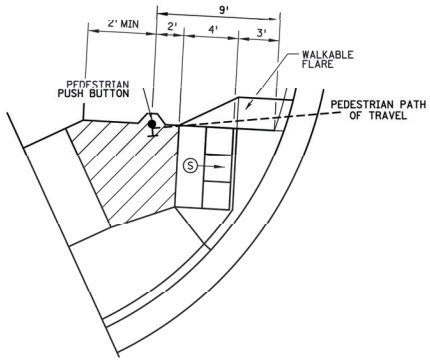
IF NON-CONCRETE BLVD. IS CONSTRUCTED AND IS LESS THAN 2' IN WIDTH AT TOP OF CURB TRANSITION, PAVE CONCRETE RAMP WIDTH TO ADJACENT BACK OF CURB.

STANDARD ONE-WAY DIRECTIONAL ⑨



DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED ⑫

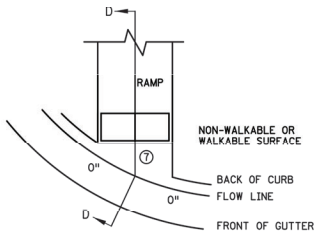
ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB

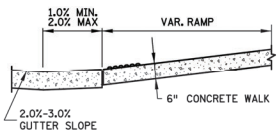


SEMI-DIRECTIONAL RAMP ③④⑨

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB

PRIMARILY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)





SECTION D-D

CURB FOR DIRECTIONAL RAMPS ⑭

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIA. RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑩ & ⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.

② 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.

⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

⑧ 8% TO 10% WALKABLE FLARE.

⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

⑮ PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

X" CURB HEIGHT

REVISION:

APPROVED: 11-04-2021

JEFFREY J. PERKINS
OPERATIONS DIVISION

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 | 2 OF 6

APPROVED: 11-04-2021
REVISED:

THOMAS E. TYBRICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (T.H.) SHEET NO. OF SHEETS

ISG

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 3 DETAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

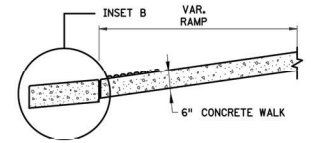
TITLE

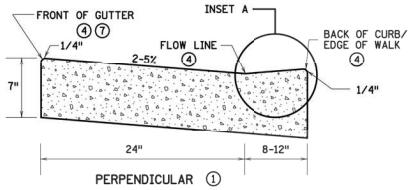
DETAILS

SHEET

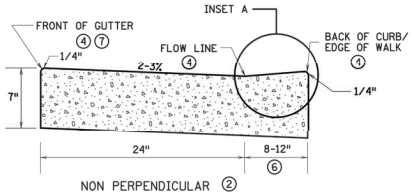
15

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

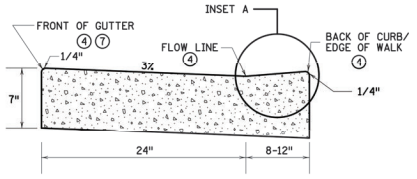




PERPENDICULAR ①

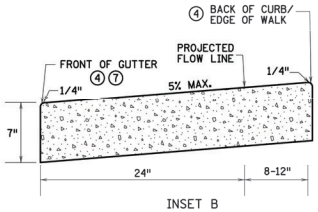


NON PERPENDICULAR ②

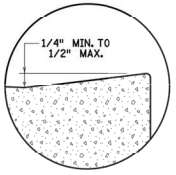


FOR CURB MACHINE PLACEMENT AROUND RADIUS ③
(REGARDLESS OF RAMP TYPE)

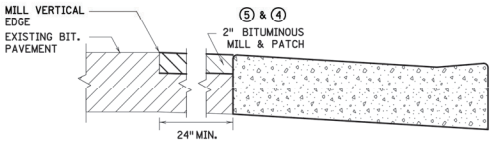
PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL

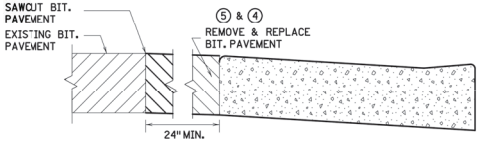


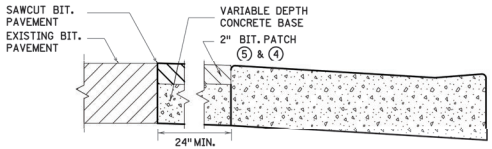
INSET B
OUTFLOW GUTTER ⑧



INSET A







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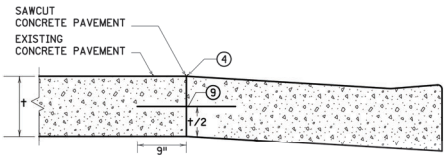
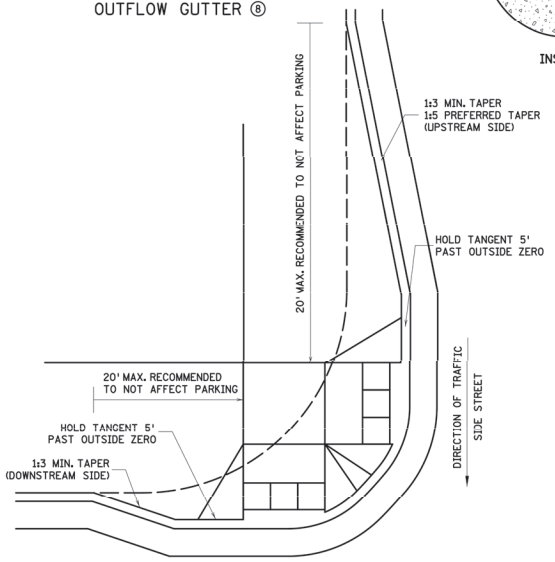
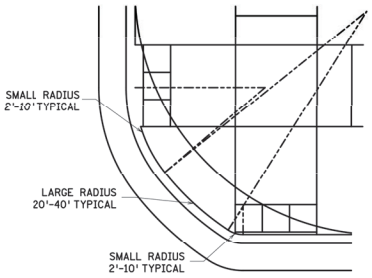


PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER
FOR USE ON CURB RAMP RETROFITS



ADA CURB EXTENSION WITH COMPOUND RADIUS (BUMP OUT) ⑪



COMBINED DIRECTIONAL ⑩
(COMPOUND RADIUS)

NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.
NO PONDING SHALL BE PRESENT IN THE PAR.
ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.
② FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
③ BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
④ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
⑧ SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
⑨ DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.
⑩ HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
⑪ CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

REVISION:
APPROVED: 11-04-2021
JEFFREY J. PERKINS
OPERATIONS DIVISION

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 | 3 OF 6
APPROVED: 11-04-2021
REVISED:
THOMAS E. TYBRICKI
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PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TH) SHEET NO. OF SHEETS

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BRADFORD PARK DEVELOPMENT (PHASE 3)
ELK RIVER MINNESOTA

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REVIEWED BY	JDF
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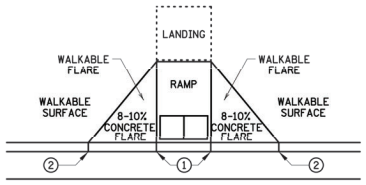
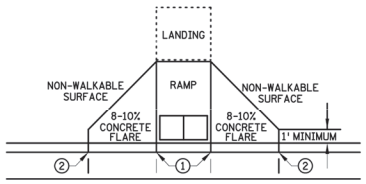
TITLE
DETAILS

SHEET
16

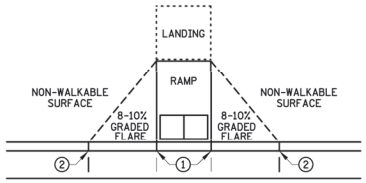
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



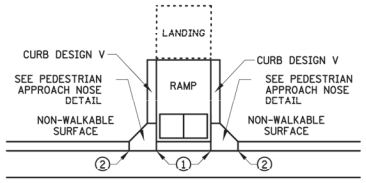
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

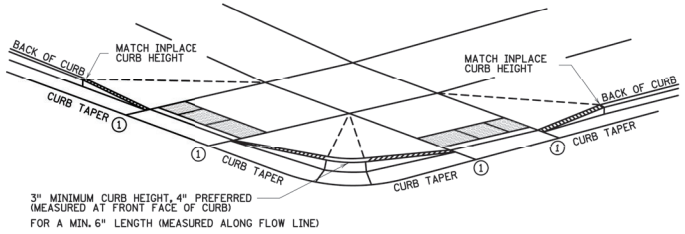


GRADED FLARES

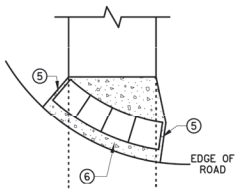


RETURNED CURB ④

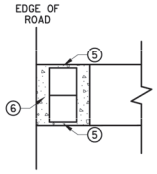
TYPICAL SIDE TREATMENT OPTIONS ③ ⑩



DETECTABLE EDGE WITH ⑦
CURB AND GUTTER

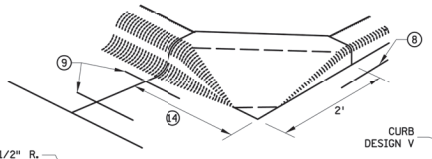


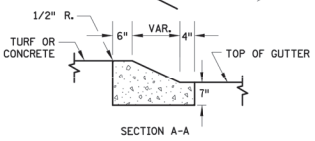
RADIAL DETECTABLE WARNING

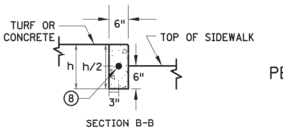


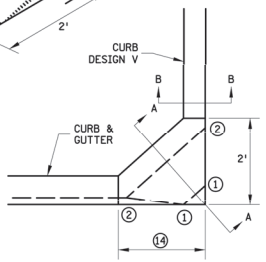
RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER

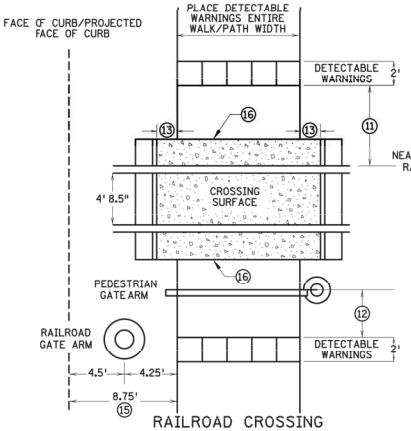








PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



RAILROAD CROSSING
PLAN VIEW

NOTES:

INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.

② FULL CURB HEIGHT.

③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.

④ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.

⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS. AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.

⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.

⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.

⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.

⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.

⑮ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

⑯ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

REVISION:
APPROVED: 11-04-2021
JEFFREY J. PERKINS
OPERATIONS DIVISION

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 | 4 OF 6
APPROVED: 11-04-2021
REVISED:
THOMAS E. TYBRICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TH) SHEET NO. OF SHEETS

ISG

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 3 DETAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

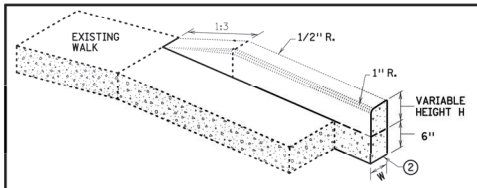
TITLE

DETAILS

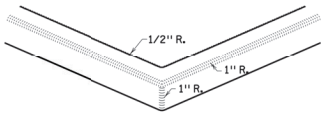
SHEET

17

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

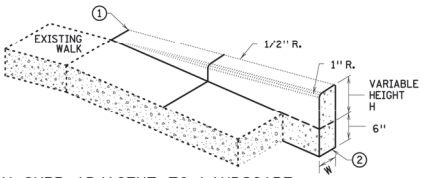


V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS

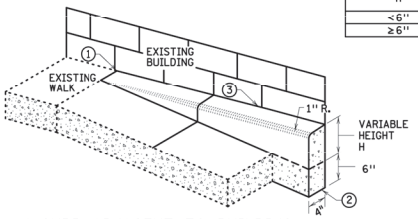


V CURB INTERSECTION

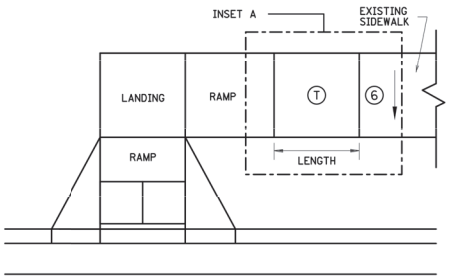
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
<6"	4"
≥6"	6"

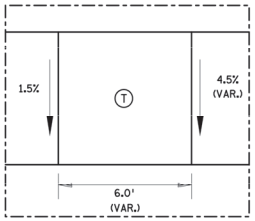


V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS



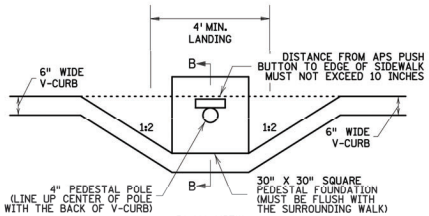
V CURB ADJACENT TO BUILDING OR BARRIER



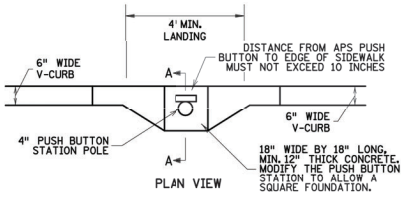


TRANSITION PANEL ④⑤

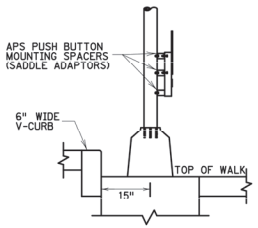
INSET A



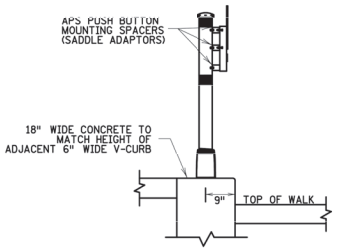
PLAN VIEW



PLAN VIEW



SECTION B-B



SECTION A-A

SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)

PUSH BUTTON STATION (V-CURB)

NOTES:

A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE 6" V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

1. END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
2. ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
3. CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM ½" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
4. THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
5. TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
6. EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

- (S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
- LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
- (T) TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

REVISION:

APPROVED: 11-04-2021
JEFFREY J. PERKINS
OPERATIONS DIVISION

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 | 5 OF 6

APPROVED: 11-04-2021
REVISED:

THOMAS E. TYBRICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TH) SHEET NO. OF SHEETS

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BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

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DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
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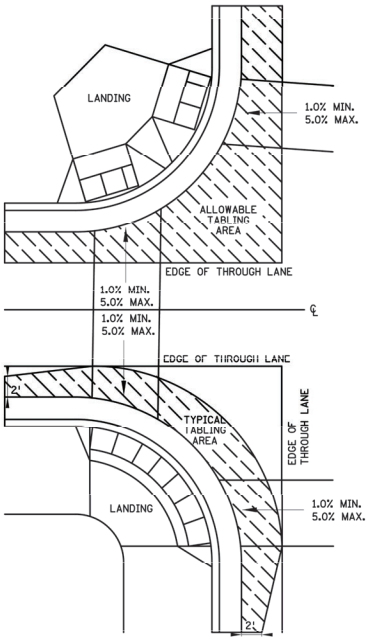
TITLE

DETAILS

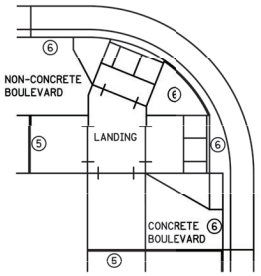
SHEET

18

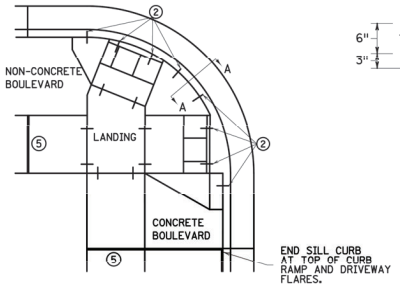
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



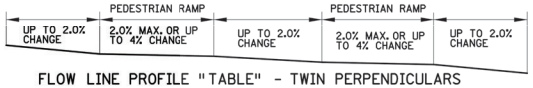
CURB LINE AND ROAD CROSSING ADJUSTMENTS



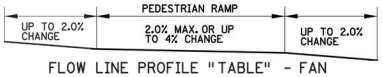
EXPANSION MATERIAL PLACEMENT FOR CONCRETE ROADWAYS



CURB LINE REINFORCEMENT ④ PLACEMENT ON BITUMINOUS ROADWAYS



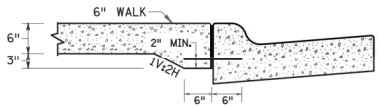
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



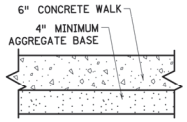
FLOW LINE PROFILE "TABLE" - FAN

FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS

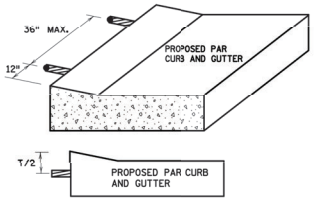
FLOW LINE PROFILE RAISE - FAN



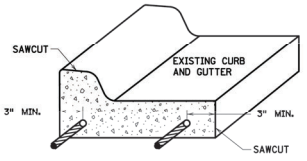
SECTION VIEW A-A
THICKENED SECTION
THROUGH CURB RAMP FLARES



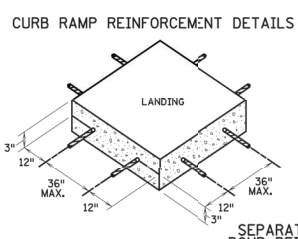
TYPICAL SIDEWALK SECTION
WITHIN INTERSECTION CORNER

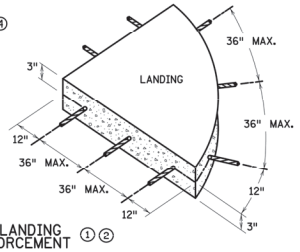


CURB RAMP REINFORCEMENT DETAILS ②④



CURB AND GUTTER ③ REINFORCEMENT





SEPARATE LANDING POUR REINFORCEMENT ①②

GENERAL NOTES:

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:
1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:
1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
3) 5.0% RECOMMENDED MAX. FLOW LINE
4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.

② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.

③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.

④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.

⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

REVISION:

APPROVED: 11-04-2021
JEFFREY J. PERKINS
OPERATIONS DIVISION

MINNESOTA DEPARTMENT OF TRANSPORTATION

STANDARD PLAN 5-297.250 | 6 OF 6

APPROVED: 11-04-2021
REVISED:

THOMAS E. TYBRICKI
STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TH) SHEET NO. OF SHEETS

ISG

NOTE:
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DATE _____ LIC. NO. _____

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 3 DETAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

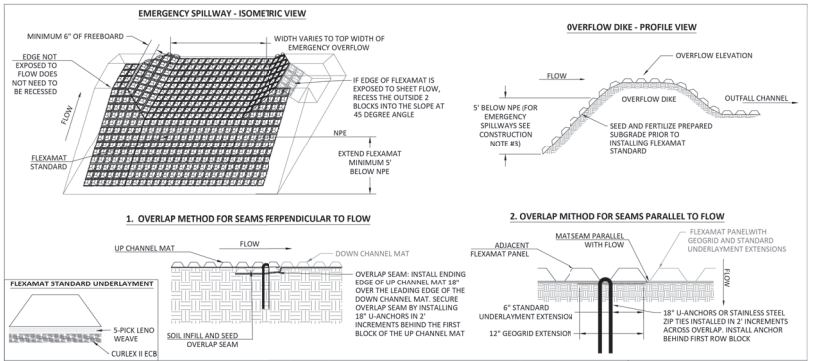
TITLE

DETAILS

SHEET

19

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



FLEXAMAT STANDARD - OVERFLOW CHANNEL PARALLEL TO FLOW

CONSTRUCTION NOTES:

1. AN ENGINEER OR MANUFACTURERS REPRESENTATIVE SHALL BE ONSITI FOR THE START OF THE INSTALLATION.
2. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALLBE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF A4Y KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING SUBGRADE FOR THE MATS.
3. PRIOR TO THE FLEXAMAT STANDARD INSTALLATION SEED AND FERTILIZE SUBGRADE WITH SITE SPECIFIC SEED MIX IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
4. MAT SHALL EXTEND 5' BELOW NORMAL POND ELEVATION. (FOR EMERSENCY OVERFLOW INSTALLATIONS EXTEND THE MAT 3' DOWN THE INSIDE FACE OF THE OVER'LOW DIKE.)
5. INSTALL FLEXAMAT STANDARD ROLLS. MANUFACTURER RECOMMENDI INSTALLING THE WIDEST MAT POSSIBLE FOR SPILLWAY APPLICATIONS.
   - 5.1. FOR WIDTHS WIDER THAN 16', INSTALL 15.5' WIDE MATS WITHGEOGRID AND STANDARD UNDERLAYMENT EXTENSIONS. INSTALL ADJACENT MAT OVER THE 12" GEOGRID AND 6" STANDARD UNDERLAYMENT EXTENSIONS OF THE ADJACENT MATS. ENSURE THE GEOGRID AND STANDARD UNDERLAYMENT EXTENSIONS ARE LAYIN4 FLAT ON THE SUBGRADE BEFORE INSTALLING ADJACENT MAT OVER THE EXTINSIONS. INSTALL #3 REBAR 18" U-ANCHORS IN 2' INCREMENTS ACROSS THE GEOGRID AND STANDARD EXTENSION ABUTMENT. INSTALL ANCHORS PERPENDICULAR TC THE FLOW DIRECTLY BEHIND FIRST ROW OF BLOCKS ON THE ADJACENT MAT.
   - 5.2. FOR ADDITIONAL SECTIONS OF MAT, OVERLAP THE DOWNSTREAM SECTION 18" WITH UPSTREAM SECTION OF MAT. PRIOR TO INSTALLING OVERLAP, FLIP UPSTREAM MAT BACK 24". EXCAVATE 2.25" OF SOIL 18" FROM THE END OF THEUPSTREAM MAT. DOWNSTREAM SECTION IS THEN LAID IN THE SHALLOW TRENCH. RETURN A4D TAMP SOIL OVER INITIAL EDGE AND SEED AREA. FLIP END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING EDGE. SEED AND FERTILIZE SOIL INFILL PRIOR TO FLIPPING END OF UPSTREAM MAT OVER THE SOIL COVERED INITIAL LEADING :DGE OF DOWNSTREAM MAT. SECURE PERPENDICULAR OVERLAP SEAMS BY INSTALLING #3 RiBAR - 18" U ANCHORS PERPENDICULAR TO FLOW IN 2' INCREMENTS.
6. AT THE END OF THE ARMORED SPILLWAY, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH SUITABLE FILL. (AS SPICIFIED BY EOR.)

MOTZ ENTERPRISES, INC.
Flexamat
(513)772-6689
Info@Flexamat.com
Flexamat.com

REV - 1

ISG

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JERREMY D. FOSS

DATE 2026-04-27 LIC. NO. 55871

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 3 DETAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

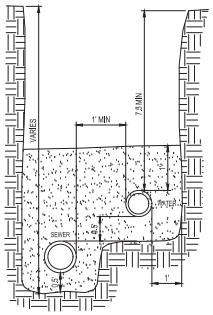
TITLE

DETAILS

SHEET

20

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



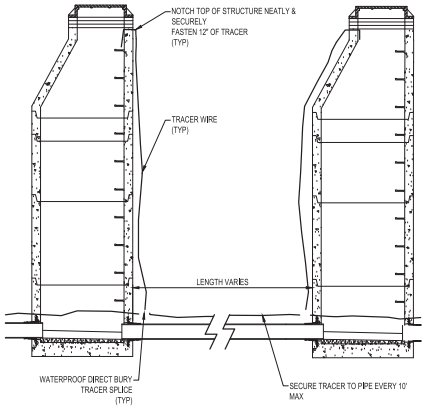
NOTES:

GRANULAR MATERIAL IN THIS ZONE SHALL BE INCIDENTAL TO PIPE INSTALLATION.

IF THE SANITARY SEWER LOCATION IS ABOVE THE WATERMAIN, THE SANITARY SEWER PIPE MATERIAL SHALL BE WATERMAIN SPECIFICATION CLASS 160 SDR 26 PRESSURE PIPE.

2' OF SEPARATION IS STANDARD. SERVICES MAY BE CLOSER NEAR CONNECTION POINT IF NECESSARY DUE TO EXISTING SERVICE LOCATIONS.

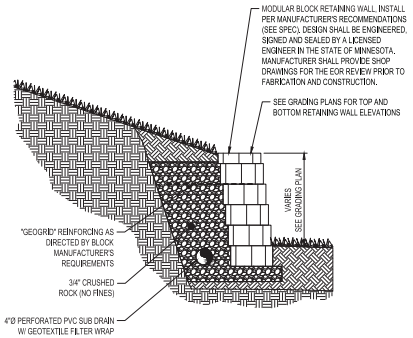
SANITARY & WATER SERVICES (SAME TRENCH)
NTS SA330



NOTES:

TRACER WIRE CONSIDERED INCIDENTAL TO SEWER CONSTRUCTION

TRACER WIRE
FOR SANITARY SEWER
NTS SA700



MODULAR BLOCK
RETAINING WALL SECTION
NTS LD502-U

ISG

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 3 DETAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

DETAILS

SHEET

21

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

PROJECT LOCATION

PROJECT/SITE NAME: BRADFORD PARK DEVELOPMENT
PROJECT LOCATION: BETWEEN THE INTERSECTIONS OF TROTT BROOK, TWIN LAKES PARKWAY, 181ST AVENUE NW, AND COUNTY HWY 40
CITY: ELK RIVER
COUNTY/STATE: SHERBURNE COUNTY, MINNESOTA
ZIP CODE: 55330
QUARTER SECTION, SECTION, TOWNSHIP, RANGE: S36, T33N, R26W

PROJECT DESCRIPTION

THE OVERALL BRADFORD PARK DEVELOPMENT SCOPE WILL INCLUDE CLEARING AND GRUBBING, MASS GRADING, AND THE CONSTRUCTION OF ROADS, WALKS, TRAILS, UNDERGROUND UTILITIES, AND STORMWATER MANAGEMENT FEATURES TO SUPPORT RESIDENTIAL HOMES. THIS SWPPP APPLIES TO PHASE 2 OF THE PROJECT WHICH INCLUDES CONSTRUCTING A PORTION OF THE OVERALL DEVELOPMENT (INCLUDING PORTIONS OF ALL AFOREMENTIONED ITEMS) THAT WILL SUPPORT 96 SINGLE-FAMILY HOMES.

TENTATIVE CONSTRUCTION SCHEDULE (OPERATOR SHOULD PROVIDE ESTIMATED CONSTRUCTION SCHEDULE TO THE OWNER'S REPRESENTATIVE)	
CONSTRUCTION ACTIVITIES:	**ESTIMATED DATES OF SOIL DISTURBANCE ACTIVITIES:**
CLEARING AND GRUBBING OPERATIONS, GRADING, BASINS	JUNE 2026 – SEPTEMBER 2026
UNDERGROUND UTILITY INSTALLATION	SEPTEMBER – NOVEMBER 2026, APRIL –MAY 2027
BUILDINGS	SEPTEMBER – NOVEMBER 2026, APRIL –JULY 2027
CURB & GUTTER/SIDEWALK	OCTOBER – NOVEMBER 2026, APRIL – MAY 2027
PAVING	NOVEMBER 2026, APRIL – MAY 2027
INITIAL TURF	NOVEMBER 2026
LANDSCAPING, FINAL TURF, MISC.	MAY – JULY 2027

PRE-CONSTRUCTION IMPERVIOUS SURFACE AND DISTURBED AREA CALCULATIONS*

TOTAL AREA TO BE DISTURBED = 71.31 ACRES MINIMUM AREA REQUIRING MPCA PERMIT = 1.00 ACRES
****AN MPCA NPDES PERMIT IS REQUIRED FOR THIS PROJECT****
IMPERVIOUS AREA: PRE-CONSTRUCTION = 0.00 ACRES
POST-CONSTRUCTION = 9.02 ACRES
NET INCREASE OF IMPERVIOUS AREA = 9.02 ACRES
MINIMUM NEW IMPERVIOUS SURFACE AREA CREATED REQUIRING PERMANENT STORMWATER MANAGEMENT = 1.00 ACRES (BASED ON MPCA PERMIT & ELK RIVER CODE)

CONTACT INFORMATION/RESPONSIBLE PARTIES

THE OWNER OWNS THE LAND, ADJACENT ROADS, AND EASEMENT AREAS ASSOCIATED WITH THE PROJECT. THE OWNER IS THE OWNER CO-PERMITTEE APPLYING FOR PERMIT COVERAGE AND WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE PERMIT INCLUDING DEVELOPING THIS SWPPP AND THE LONG-TERM MAINTENANCE PLAN OF THE PERMANENT STORMWATER MANAGEMENT SYSTEM FOR THIS PROJECT (IF APPLICABLE). THE OWNER WILL ENSURE THAT THE DESCRIBED WORK IN THE SWPPP IS BEING COMPLETED BY THE OPERATOR PERMITTEE.

OWNER/PERMITTEE: LENNAR (JOE JABLONSKI, LAND ENTITLEMENT MANAGER)
16305 36TH AVE N #600
PLYMOUTH, MN 55446
JOE.JABLONSKI@LENNAR.COM

THE PRIMARY CONTRACTOR WILL ENTER INTO A CONTRACT WITH THE OWNER TO COMPLETE THE REQUIRED WORK FOR THIS PROJECT. THE PRIMARY CONTRACTOR WILL BECOME (UNDER CONTRACT) THE OPERATOR CO-PERMITTEE APPLYING FOR PERMIT COVERAGE ON THE NPDES PERMIT (THROUGH EXECUTION OF AN NPDES PERMIT MODIFICATION FORM) AND THEREBY AGREE TO IMPLEMENT THIS SWPPP IN COOPERATION WITH THE OWNER. THE OPERATOR IS RESPONSIBLE FOR IDENTIFYING AN EROSION CONTROL SUPERVISOR PRIOR TO STARTING CONSTRUCTION (REFER TO SWPPP AMENDMENT SECTION). THE NPDES PERMIT MODIFICATION FORM SHALL BE SUBMITTED TO THE MPCA AFTER THE PROJECT IS AWARDED TO THE OPERATION.

THE OPERATOR WILL ENSURE THAT INDIVIDUALS OVERSEEING OR IMPLEMENTING THE SWPPP HAVE BEEN PROPERLY TRAINED AND THAT CERTIFICATIONS WILL BE MADE AVAILABLE UPON REQUEST. THIS INCLUDES ANY SUB-CONTRACTORS THAT THE OPERATOR EMPLOYS UNDER SEPARATE CONTRACT. THE OPERATOR WILL PROVIDE THE CONTACT INFORMATION FOR THE EROSION CONTROL SUPERVISOR, SITE SUPERINTENDENT/FOREMAN, AND BMP INSTALLERS. THE EROSION CONTROL SUPERVISOR SHALL BE A RESPONSIBLE EMPLOYEE OF THE PRIME CONTRACTOR AND/OR DULY AUTHORIZED BY THE PRIME CONTRACTOR TO REPRESENT THE PRIME CONTRACTOR ON ALL MATTERS PERTAINING TO THE NPDES CONSTRUCTION STORMWATER PERMIT COMPLIANCE. THE EROSION CONTROL SUPERVISOR SHALL HAVE AUTHORITY OVER ALL OPERATOR ACTIVITIES WHICH INFLUENCE NPDES PERMIT COMPLIANCE, INCLUDING GRADING, EXCAVATION, BRIDGE CONSTRUCTION, CULVERT INSTALLATION, UTILITY WORK, CLEARING/GRUBBING, DEWATERING, AND ANY OTHER OPERATION THAT INCREASES THE EROSION POTENTIAL ON THE PROJECT.

THE OPERATOR WILL PERFORM A PRECONSTRUCTION SITE VISIT TO ADDRESS ANY AREAS OF CONCERN PERTAINING TO ENVIRONMENTAL COMPLIANCE. THE OPERATOR WILL IMPLEMENT AND MAINTAIN BMPS FOR THE DURATION OF CONSTRUCTION PROJECT. THE OPERATOR WILL COMPLETE THE REQUIRED SITE INSPECTIONS AND IS RESPONSIBLE FOR SECTIONS 3-4, 6-22, 24, AND APPLICABLE PARTS OF 23, TO REMAIN IN COMPLIANCE WITH NPDES PERMIT.

OPERATOR/PERMITTEE: (TO BE DETERMINED AND IDENTIFIED THROUGH TRANSFER OF NPDES-CSW PERMIT)

ISG INC. HAS BEEN CONTRACTED BY THE OWNER TO DEVELOP THE SWPPP PLAN FOR THIS PROJECT. THIS SWPPP WAS PREPARED BY AN INDIVIDUAL THAT HAS BEEN PROPERLY TRAINED IN ACCORDANCE TO SECTION 21 OF THE NPDES PERMIT (CERTIFICATION CARDS ARE AVAILABLE UPON REQUEST). ISG INC. WILL OFFER GUIDANCE FOR COMPLIANCE WITH THE NPDES PERMIT BEFORE, DURING, AND AFTER CONSTRUCTION OF THE PROJECT.

SWPPP DESIGNER:
ISG INC. (DAYTON GONYEA)
7900 INTERNATIONAL DR., SUITE 550
MINNEAPOLIS, MN 55425
952-426-0699/DAYTON.GONYEA@ISGINC.COM

PERMANENT STORMWATER MANAGEMENT SYSTEM:
ISG INC., (JERREMY FOSS)
7900 INTERNATIONAL DR., SUITE 550
MINNEAPOLIS, MN 55416
952-426-0699/JERREMY.FOSS@ISGINC.COM

AGENCY CONTACTS			
AGENCY	**PERMIT**	**NAME**	**PHONE NUMBER/E-MAIL**
MPCA (EMERGENCY)	N/A	STATE DUTY OFFICER	1-800-422-0798
MPCA	NPDES-CSW #MNR100001	MCKENNA RODINE	651-757-2203/MCKENNA.RODINE@STATE.MN.US

PERMANENT STORMWATER TREATMENT SYSTEMS

THE NPDES PERMANENT WATER QUALITY VOLUME (SECTION 15) FROM THE NET NEW IMPERVIOUS SURFACES OF THE PROJECT IS PROVIDED IN THEPROPOSED FIVE (5) BIOFILTRATION BASINS AND AN INFILTRATION BASIN. HYDROLOGIC AND WATER QUALITY MODELING DATA AND THE CONTAMINATION CHECKLIST IS AVAILABLE UPON REQUEST. THE SITE IS UNABLE TO MEET THE FULL VOLUME REDUCTION REQUIREMENT DUE TO ON-SITE SOILS THAT ARE NOT CONDUCIVE TO INFILTRATION. INFILTRATION RATES WERE DETERMINED BY THE INFILTRATION RATE CHART IN THE MINNESOTA STORMWATER MANUAL UTILIZING SOIL-BORING RESULTS.

LOCATION OF SWPPP COMPONENTS		
DESCRIPTION	**TITLE**	**LOCATION (SHEET NAME)**
SWPPP NARRATIVE	SWPPP NARRATIVE	SWPPP GENERAL INFORMATION, DETAILS AND NOTES
SITE CONDITIONS	SWPPP NARRATIVE	SWPPP GENERAL INFORMATION, DETAILS AND NOTES
SITE MAPS (SOILS, WATER RESOURCES, POTENTIAL POLLUTANT GENERATING ACTIVITIES)	SWPPP MAP, SWPPP NARRATIVE	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED	SWPPP NARRATIVE	SWPPP GENERAL INFORMATION, DETAILS AND NOTES
DIRECTION OF SURFACE WATER FLOW (PRE- & POST- CONSTRUCTION	DRAINAGE PLAN	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
IMPERVIOUS SURFACES	CONSTRUCTION PLAN & PROFILE	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
TEMPORARY EROSION & SEDIMENT CONTROL BMPS FOR STEEP SLOPES (3:1), DNR FISH EXCLUSION "WORK IN WATER RESTRICTIONS" REFER TO SWPPP	TEMPORARY EROSION AND SEDIMENT CONTROL PLAN, SWPPP NARRATIVE	SWPPP GENERAL INFORMATION, DETAILS AND NOTES
PERMANENT EROSION PREVENTION BMPS	TURF ESTABLISHMENT PLAN, SWPPP NARRATIVE	STORMWATER POLLUTION PREVENTION PLAN (SWPPP); SWPPP GENERAL INFORMATION, DETAILS AND NOTES; TURF RESTORATION PLAN
STORM SEWER	DRAINAGE PLAN	STORMWATER POLLUTION PREVENTION PLAN (SWPPP); OVERALL UTILITY PLAN
GRADING	GRADING PLAN	OVERALL GRADING PLAN, NOTES AND EARTHWORK CALCULATIONS
ESTIMATED BMP QUANTITIES	ESTIMATED QUANTITIES	STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
BMP DETAILS/SPECIFICATIONS	MISC. DETAILS, SWPPP NARRATIVE	SWPPP GENERAL INFORMATION, DETAILS AND NOTES
HYDROLOGIC/WATER QUALITY MODELING		AVAILABLE UPON REQUEST

EXISTING SITE CONDITIONS, SOILS, & WATER RESOURCES

SOILS AND NATIVE TOPSOIL: NATIVE TOPSOIL WILL BE STRIPPED AND STOCKPILED FOR FINAL GRADING OPERATIONS, WHERE INDICATED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. METHODS AND EQUIPMENT TO MINIMIZE SOIL COMPACTION (IN PROPOSED INFILTRATION AREAS, DRIP LINE OF TREES TO BE PRESERVED, ETC.) SHALL BE DETERMINED BY THE OPERATOR'S SWPPP AMENDMENT. TRACKED VEHICLES ARE PREFERRED AND WHEELED VEHICLES ARE DISCOURAGED IN THESE AREAS. THE FOLLOWING USDA-NRCS MAPPED SOILS ARE SHOWN AS "NOT HIGHLY ERODIBLE AND POTENTIALLY HIGHLY ERODIBLE" ON THE COUNTY SOIL SURVEY MAP.

USDA-NRCS MAPPED SOIL SURVEY UNIT NO., NAME, TEXTURE, SLOPE PERCENTAGE	PERCENTAGE OF PROJECT AREA	APPROXIMATE PARTICLE SIZE RANGE *(MM)*		
		SAND (0.05-2.00+)	**SILT (0.002-0.05)**	**CLAY (<0.002)**
32B – NEBISH FINE SANDY LOAM, 2-6% SLOPES	32.7%	34-63%	26-37%	5-35%
32C – NEBISH FINE SANDY LOAM, 6-12% SLOPES	24.7%	34-65%	26-37%	5-35%
346 – TALMOON LOAM, 0-2% SLOPES	4.8%	34-61%	24-41%	8-35%
544 – CATHRO MUCK, 0-1% SLOPES	3.3%	5-44%	38-90%	0-30%
730B – SANBURN FINE SANDY LOAM, 2-6% SLOPES	11.8%	63-91%	7-26%	1-15%
799 – SEELYEVILLE AND BOWSTRING SOILS, 0-1% SLOPES	17.1%	5-71%	22-90%	0-15%
1260C – STONELAKE-NEBISH COMPLEX, 8-12% SLOPES	5.5%	34-92%	4-37%	1-35%

DESCRIPTION OF RECEIVING WATERS (LOCATED WITHIN 1-MILE): STORMWATER FROM THISPROJECT WILL BE CONVEYED INTO FIVE (5) BIOFILTRATION BASINS AND AN INFILTRATION BASIN BEFORE DISCHARGING TO TROTT BROOK AND WETLANDS ADJACENT TROTT BROOK. TROTT BROOK ULTIMATELY DISCHARGES TO TROTT CREEK AND RUM RIVER, LOCATED APPROXIMATELY 6.5 MILES EAST OF THE SITE. HYDROLOGIC AND WATER QUALITY MODELING DATA IS AVAILABLE UPON REQUEST.

DESCRIPTION OF IMPAIRED WATERS OR WATER SUBJECT TO TMDLS: A SPECIAL AND IMPAIRED WATERS SEARCH WAS COMPLETED USING THE MPCA SEARCH ENGINE (HTTPS://MPCA.MAPS.ARCGIS.COM/APPS/WEBAPPVIEWER/INDEX.HTML?ID =E03EF170FA3E41F6BE92F9FAFEC100CC) ON 7/20/2023. THE SEARCH SHOWED NO IMPAIRED WATERS OR WATERS SUBJECT TO TMDLS WITHIN THE PROJECT LIMITS.

POTENTIAL FOR SEDIMENT AND/OR OTHER POLLUTANT(S) DISCHARGING FROM THE PROJECT SITE

THE TEMPORARY EROSION AND SEDIMENT CONTROL BMPS IN THIS SWPPP HAVE BEEN DESIGNED TO MINIMIZE THE POTENTIAL OF SEDIMENTS DISCHARGING OFF-SITE FROM A 0.5 INCH RAINFALL WITHIN A 24-HOUR PERIOD. THE NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATE FOR THE PROJECT LOCATION WAS REVIEWED AND USED FOR ANTICIPATED INSPECTION FREQUENCY, BMP DESIGN, AND ESTIMATING CONSTRUCTION ACTIVITIES IN THIS SWPPP. ATLAS 14 RESULTS DO NOT NECESSARILY REFLECT ANY DESIGN CRITERIA IN THE PERMANENT STORMWATER MANAGEMENT SYSTEM.

ROUTINE INSPECTION AND BMP MAINTENANCE BY THE OPERATOR IS CRUCIAL IN ENSURING THE FUNCTIONALITY OF EACH BMP. STEEP SLOPES AND OTHER ENVIRONMENTALLY SENSITIVE AREAS THAT ARE AT A HIGHER RISK OF SEDIMENTATION ARE DEFINED IN THIS SWPPP (IF APPLICABLE).

CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED

AREAS NOT TO BE DISTURBED ARE TO BE DELINEATED BEFORE WORK BEGINS. PERMITTEES ARE RESPONSIBLE FOR PRESERVING A 50 FOOT NATURAL BUFFER OR (IF INFEASIBLE AND DOCUMENTED) PROVIDE REDUNDANT SEDIMENT CONTROL BMPS, WHEN A SURFACE WATER IS LOCATED WITHIN 50 FEET AND RECEIVES DRAINAGE FROM THE PROJECT'S GRADING LIMITS. THIS REQUIREMENT DOES NOT APPLY TO ADJACENT ROAD SIDE DITCHES, JUDICIAL/COUNTY DITCHES, STORMWATER CONVEYANCES, STORM DRAIN INLETS, AND SEDIMENT BASINS.

THERE IS NO CONSTRUCTION PHASING OR STAGING DEFINED BY THE OWNER FOR THIS PROJECT. THE SCHEDULE FOR INSTALLING TEMPORARY BMPS SHALL BE INCORPORATED INTO THE OPERATOR'S WEEKLY SCHEDULE FOR EACH CONSTRUCTION STAGE AND PRESENTED TO THE OWNER'S REPRESENTATIVE (PER MNDOT SPEC 1717.D).

ENVIRONMENTALLY SENSITIVE AREAS

STEEP SLOPES: EXISTING AND PROPOSED SLOPES 1 IN 3 (33.33%) AND STEEPER THAT ARE PROPOSED TO BE DISTURBED ARE ILLUSTRATED ON THE PLAN SHEETS. STEEP SLOPES MAY BE TEMPORARILY CREATED DURING GRADING OPERATIONS IF NECESSARY, AT WHICH TIME TEMPORARY BMPS MUST BE IMPLEMENTED BY THE OPERATOR (THROUGH AN APPROVED SWPPP AMENDMENT) WITHIN 14 DAYS OF NO LONGER WORKING THE STEEP SLOPE.

CONTAMINATED PROPERTIES: THE MPCA'S "WHAT'S IN MY NEIGHBORHOOD" DATABASE WAS REVIEWED ON 07/20/2023 (WWW.PCA.STATE.MN.US/DATA/WHATS-MY-NEIGHBORHOOD) AND A CONTAMINATION ASSESSMENT WAS PERFORMED (AVAILABLE UPON REQUEST). THE RESULTS OF THIS REVIEW SHOW NO KNOWN CONTAMINATED PROPERTIES OR LEAK SOURCES LOCATED WITHIN AND ADJACENT TO THE PROJECT LIMITS.

STORMWATER POLLUTION MITIGATION MEASURES (AS IDENTIFIED FROM ENVIRONMENTAL REVIEW): NO FORMAL ENVIRONMENTAL REVIEW WAS REQUIRED FOR THIS PROJECT. THEREFORE, NO ADDITIONAL STORMWATER RELATED MITIGATION MEASURES APPLY.

KARST AREAS: THERE ARE NO KNOWN ACTIVE KARST AREAS WITHIN OR ADJACENT TO THE PROJECT LIMITS.

SITE PLAN REQUIRED AREAS: NO AREAS OF "HIGH ENVIRONMENTAL RISKS" ARE KNOWN TO BE LOCATED WITHIN OR IMMEDIATELY ADJACENT TO THE PROJECT LIMITS

FLOOD CONTINGENCY PLAN: PROJECT ACTIVITIES MAY NOT OCCUR WITHIN THE 100-YEAR FLOODPLAIN OR FLOODWAY. THEREFORE, THE PROJECT ENGINEER (AT THEIR DISCRETION) MAY REQUIRE A PREVENTATIVE FLOOD CONTINGENCY PLAN FOR SPECIFIC PROJECT ACTIVITIES AND AREAS IF SEASONAL PRECIPITATION POSSES A POTENTIAL RISK OF FLOODING WORK AREAS WITHIN THE PROJECT LIMITS. THIS PLAN SHALL BE SUBMITTED BY THE OPERATOR TO THE OWNER'S REPRESENTATIVE FOR APPROVAL A MINIMUM OF 72 HOURS PRIOR TO THE SCHEDULED WORK AND/OR DURING ACTIVE WORK WITHIN THE FLOODPLAIN. NO WORK WITHIN THE FLOODPLAIN CAN COMMENCE UNTIL WRITTEN APPROVAL/NOTICE TO PROCEED FROM THE OWNERS REPRESENTATIVE IS RECEIVED.

FISH EXCLUSION DATES: OPERATOR IS PROHIBITED FROM CONDUCTING IN-STREAM WORK DURING THE FISH SPAWNING AND MIGRATION DATES OF MARCH 15 TO JUNE 15 FOR NON-TROUT WATERS. IF WORK MUST BE CONDUCTING DURING THIS TIMEFRAME, CONTRACTOR SHALL CONTACT THE LOCAL DNR FISHERIES MANAGER FOR WRITTEN APPROVAL PRIOR TO CONDUCTING THE IN-STREAM WORK.

AQUATIC INVASIVE SPECIES: ALL IN-STREAM AND DEWATERING EQUIPMENT SHALL BE DECONTAMINATED OF ALL AQUATIC PLANTS AND PROHIBITED INVASIVE SPECIES PRIOR TO USING WITHIN SURFACE WATERS ON-SITE AND TRANSPORTING OFF-SITE. ALL DECONTAMINATION ACTIVITIES SHALL MEET THE CHAPTER 1 STANDARDS OF THE MINNESOTA DNR'S BEST PRACTICES MANUAL FOR MEETING DNR GENERAL PUBLIC WATERS WORK PERMIT GP 2004-0001.

WETLANDS: THERE ARE NINE WETLANDS WITHIN THE PROJECT AREA AND MUST BE PROTECTED TO THE MAXIMUM EXTENT POSSIBLE. 1.10 ACRES OF WETLAND FILLED/EXCAVATION HAS BEEN PERMITTED AS ILLUSTRATED ON THE PLAN SHEETS. PERMITTED AREAS OF WETLAND IMPACT WILL BE PROTECTED WITH SILT FENCE ALONG THE PERIMETER OF THE FILL OR EXCAVATION LIMITS.

APPLICABLE FEDERAL, TRIBAL, STATE OR LOCAL PROGRAMS: THE PROJECT FALLS UNDER THE JURISDICTION OF SEVERAL ENTITIES, AS IDENTIFIED IN THE "AGENCY CONTACTS" TABLE ON PAGE 1 OF THE SWPPP. THE MORE STRINGENT OF LOCAL VS. STATE VS. FEDERAL RULES SHALL APPLY WHERE THEY CONFLICT. INFORMATION PERTAINING TO THE STATE NPDES PERMIT CAN BE FOUND AT: (HTTP://WWW.PCA.STATE.MN.US/INDEX.PHP/WATER/WATER-TYPES-AND-PROGRAMS/STORMWATER/CONSTRUCTION-STORMWATER). THE OPERATOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE PERMITS, MNDOT SPECIAL PROVISION, MNDOT SPEC BOOK (2018 EDITION), MNDOT SPECIFICATIONS 1717.

SEQUENCE OF CONSTRUCTION/TIMING OF BMP INSTALLATION

NO CONSTRUCTION OPERATIONS, INCLUDING REMOVALS, THAT REQUIRE EROSION & SEDIMENT CONTROL PER THE SWPPP CAN COMMENCE UNTIL THE OPERATOR'S EROSION CONTROL SUPERVISOR CERTIFIES THE PROPER INSTALLATION OF BMPS AND A CHAIN OF RESPONSIBILITY FOR SWPPP IMPLEMENTATION IS CREATED FOR ALL OPERATORS ON THE SITE. PERIMETER SEDIMENT CONTROLS (SILT FENCE, INLET PROTECTION, CONSTRUCTION ENTRANCES, ETC.) SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION IS ACHIEVED. OPERATOR SHALL IMPLEMENT THE NECESSARY ON-SITE BMPS IN ACCORDANCE WITH THE NPDES PERMIT REQUIREMENTS TO PREVENT NUISANCE CONDITIONS (MN RULES 7050.0210) FROM ANY DISCHARGES UNDER COVERAGE OF THE NPDES PERMIT. IN SOME CASES, MULTIPLE OR REDUNDANT APPLICATIONS OF SOME BMPS MAY BE NEEDED TO MEET THESE REQUIREMENTS.

INSPECTION PROCEDURES, SWPPP AMENDMENTS, RECORD KEEPING, & TRAINING

1. THE SWPPP MUST BE AMENDED BY THE OPERATOR WHEN THE IDENTITY OF THE REIPONSIBLE SITE OPERATORS (EROSION CONTROL SUPERVISOR, SUB-CONTRACTORS, ETC.) ARE KNOWN.

2. THE OPERATOR MUST INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. THE OPERATOR SHALL PROVIDE A RAINFALL GAUGE ON-SITE, WITHIN ONE MILE OF THE SITE, OR SOURCE OF THE WEATHER REPORTING SYSTEM THAT USES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES. THE LOCATION AND SOURCE OF THE RAINFALL GAUGE OR REPORTING SYSTEM MUST BE DOCUMENTED IN THE FIRST SWPPP INSPECTION REPORT. THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE PER MONTH OR SUSPENDED IF SITE CONDITIONS MEET ITEM 11.10 OF THE NPDES PERMIT. ALL INSPECTIONS AND MAINTENANCE CONDUCTED MUST BE RECORDED IN WRITING BY THE OPERATOR AND RETAINED WITH THE SWPPP. THE MPCA SITE INSPECTION FORM IS AVAILABLE FOR OPERATORS TO USE TO COMPLETE THE REQUIRED INSPECTIONS. THE FORM CAN BE FOUND ON THE MPCA WEBSITE OR AVAILABLE UPON REQUEST FOR THE PROJECT OWNER. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:
   A. DATE, TIME, AND NAME OF PERSON(S) CONDUCTING INSPECTIONS;
   B. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
   C. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); INCLUDING DOCUMENTATION/PHOTOS OF IMPLEMENTED BMPS INTENDED TO CORRECT A PROBLEM BUT FAILED.
   D. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS;
   E. DOCUMENTATION OF CHANGES MADE TO THE SWPPP.

3. SWPPP AMENDMENTS AND SITE PLANS WILL BE PREPARED BY THE OPERATOR AND SUBMITTED TO THE OWNER FOR REVIEW AND WRITTEN APPROVAL BY THE PROJECT OWNER (OR DESIGNATED REPRESENTATIVE). ALL OWNER ACCEPTED AND DENIED SWPPP AMENDMENTS AND SITE PLANS MUST BE RECORDED IN WRITING AND RETAINED WITH THE SWPPP.

4. THE SWPPP SHALL BE AMENDED TO INCLUDE ADDITIONAL OR MODIFIED BMPS, DESIGNED TO CORRECT IDENTIFIED PROBLEMS OR ADDRESS SITUATIONS (UNDER SECTION 6 OF THE NPDES PERMIT), PRIOR TO CONDUCTING SPECIFIC STAGES/PHASES OF THE PROJECT, AS REQUIRED BY THE OWNER AND DEFINED IN THIS PROJECT SWPPP.

THE TABLE BELOW IS A SUMMARY OF THE REQUIRED SWPPP AMENDMENTS:

SUMMARY OF OPERATOR PREPARED SWPPP AMENDMENTS (REQUIRED BY OWNER)		
SWPPP AMENDMENT NAME	**SWPPP AMENDMENT DETAILS**	**SUBMITTAL TIMEFRAME**
OPERATOR CHAIN OF RESPONSIBILITY	REFER TO "CONTACT INFORMATION/RESPONSIBLE PARTIES" SECTION	7 DAY PRIOR TO INITIATING WORK
BMP AMENDMENTS	SUBSTITUTED, ADDITIONAL, OR REDUNDANT BMPS TO COMPENSATE FOR FAILING/FAILED BMPS	DURING/AFTER CONSTRUCTION ACTIVITIES
METHODS TO MINIMIZE SOIL COMPACTION	REFER TO "EXISTING SITE CONDITIONS, SOILS, AND WATER RESOURCES" SECTION	7 DAYS PRIOR TO WORK WITHIN INFILTRATION BASINS AND PRESERVED TREE AREAS
STEEP SLOPES PHASING PLAN	REFER TO "ENVIRONMENTALLY SENSITIVE AREAS" SECTION	7 DAYS PRIOR TO INITIATING WORK
SPILL PREVENTION & RESPONSE PLAN	REFER TO "POLLUTION PREVENTION MANAGEMENT MEASURES"	7 DAY PRIOR TO INITIATING WORK
DEWATERING PLAN	REFER TO "DEWATERING" SECTION	7 DAYS PRIOR TO ACTIVITY
FLOOD CONTINGENCEY PLAN	REFER TO "ENVIRONMENTALLY SENSITIVE AREAS" SECTION	72 HOURS PRIOR TO ACTIVITY

ISG

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
JERREMY D. FOSS
DATE 2026-04-27 LIC. NO. 55871
SHEET NOT VALID UNLESS THIS TEXT IS COLOR.

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PROJECT
LENNAR HOMES
BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)
ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 C0-SWPPP-DETAIL-P3
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE
SWPPP NARRATIVE

SHEET
22

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

5. THE SWPPP (ORIGINAL OR COPIES), ALL CHANGES TO THE SWPPP, PROJECT MANUAL, AND INSPECTIONS/MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE OPERATOR WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP CAN BE KEPT IN THE FIELD OFFICE OR ON-SITE VEHICLE DURING NORMAL WORKING HOURS. THE PERMITTEES MUST KEEP AND MAKE AVAILABLE TO FEDERAL, STATE, AND LOCAL OFFICIALS WITHIN THREE DAYS THE SWPPP, OTHER STORMWATER RELATED PERMITS, RECORDS OF ALL INSPECTION/MAINTENANCE, ALL PERMANENT OPERATIONS AND MAINTENANCE AGREEMENTS, ALL REQUIRED CALCULATIONS FOR DESIGN OF THE TEMPORARY AND PERMANENT STORMWATER MANAGEMENT SYSTEMS AND OTHER INFORMATION REQUIRED BY THE GENERAL PERMIT FOR THREE YEARS FOLLOWING THE NOTICE OF TERMINATION.

6. *THE OPERATOR MUST ASSIGN A TRAINED INDIVIDUAL(S) (PURSUANT TO SECTION 21) TO OVERSEE THE IMPLEMENTATION, MAINTENANCE, AND REPAIR OF BMPS.* THIS INDIVIDUAL(S) SHALL ALSO PERFORM INSPECTIONS, REVISE/AMEND THE SWPPP (DOCUMENT IN SWPPP AS NECESSARY), AND BE AVAILABLE FOR AN ONSITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE PERMITTED OWNER (OR ITS DESIGNEE), LOCAL GOVERNMENT UNITS, OR MPCA. MNDOT LEAD PROJECTS REQUIRE AVAILABLE ONSITE INSPECTION WITHIN 24 HOURS.

POLLUTION PREVENTION MANAGEMENT MEASURES

POTENTIAL SOURCES OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES INCLUDE:

- SEDIMENT AND FUGITIVE DUST GENERATED FROM CLEARING AND GRUBBING, IMPORT/EXPORT OPERATIONS, REMOVALS/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPPING STOCKPILING, WET/DRY PAVEMENT CUTTING, STREET CONSTRUCTION.
- BASIC/ACIDIC PH LEVELS FROM CURB AND GUTTER, MANHOLE STRUCTURES, SIDEWALKS, DRIVEWAY APRONS, FOUNDATIONS, BRIDGE ABUTMENTS, WET/DRY PAVEMENT CUTTING, AND MASONRY WASHOUT/CLEANOUT.
- EXCESS NUTRIENTS FROM LANDSCAPING INSTALLATIONS, SOIL ADDITIVES, FERTILIZATION, MULCHING
- HYDROCARBONS FROM STREET CONSTRUCTION, DEMOLITION/REMOVALS, WET/DRY PAVEMENT CUTTING

OPERATOR WILL COMPLY WITH ALL OF THE POLLUTION PREVENTION AND MANAGEMENT MEASURES IDENTIFIED IN THE NPDES-CSW PERMIT. OPERATOR WILL SUBMIT A SPILL PREVENTION AND RESPONSE PLAN (SPRP) TO THE ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY. THE SPRP MUST SATISFACTORILY ADDRESS (AT A MINIMUM) THE FOLLOWING NPDES REQUIREMENTS BY THE PROPOSED IMPLEMENTATION AND MAINTENANCE OF APPROPRIATE BMPS:

NO-EXPOSURE: CONSTRUCTION AND BUILDING PRODUCTS (THAT HAVE THE POTENTIAL TO LEACH POLLUTANTS), PESTICIDES, HERBICIDES, INSECTICIDES, FERTILIZERS, TREATMENT CHEMICALS, AND LANDSCAPING MATERIALS MUST BE UNDER COVER (PLASTIC SHEETING OR TEMPORARY ROOFS) TO MINIMIZE CONTACT WITH STORMWATER AND PRECIPITATION.

SOLID WASTE: SEDIMENT, ASPHALT, CONCRETE MILLINGS, CONSTRUCTION AND DEMOLITION DEBRIS, AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND SHALL COMPLY WITH MPCA DISPOSAL REQUIREMENTS (CH. 7035).

HAZARDOUS MATERIALS: GAS, DIESEL, OIL, ANTIFREEZE, PAINT SOLVENTS, SOAPS, DETERGENTS, WOOD PRESERVATIVES, CLEANING SOLVENTS, CURING COMPOUNDS, ACIDS, ETC., MUST BE STORED IN SEALED CONTAINERS. SECONDARY SPILL CONTAINMENT IS REQUIRED FOR ALL MATERIALS IF STORED ON-SITE FOR MORE THAN 24 CONSECUTIVE HOURS (DOUBLE WALLED TANKS ARE ACCEPTABLE FOR SECONDARY CONTAINMENT). STORAGE AND DISPOSAL OF HAZARDOUS WASTES AND MATERIALS MUST BE IN COMPLIANCE WITH MPCA REGULATIONS (CH. 7045).

PORTABLE TOILETS: *MUST BE POSITIONED AND SECURED SO THEY ARE NOT TIPPED OR KNOCKED OVER. SANITARY WASTE MUST BE PROPERLY* DISPOSED OF IN ACCORDANCE WITH MPCA REGULATIONS (CH. 7041).

SPILLED OR LEAKED CHEMICALS: REASONABLE STEPS TO PREVENT THE DISCHARGE OF SPILLED OR LEAKED CHEMICALS, INCLUDING FUEL, FROM ANY AREA WHERE CHEMICAL OR FUEL WILL BE LOADED OR UNLOADED. PROCEDURES FOR SPILL RESPONSE AND MATERIALS FOR CONTAINMENT, CLEANUP (DRIP PANS, ABSORBENTS, AND SPILL KITS), AND APPROPRIATE DISPOSAL SHALL BE AVAILABLE AT ALL TIMES ON-SITE. PERMITTEES MUST REPORT AND CLEAN UP SPILLS IMMEDIATELY AS REQUIRED BY MINNESOTA STATUTE 115.061.

EQUIPMENT/VEHICLE WASHING: WHEN VEHICLE/EQUIPMENT WASHING MUST OCCUR ON-SITE, THE ACTIVITY IS LIMITED TO A CONTAINED PORTION OF THE STAGING AREA UNLESS INFEASIBLE THROUGH A SWPPP AMENDMENT. SOAPS, DETERGENTS, AND SOLVENTS ARE TO BE USED AND STORED PROPERLY. RUNOFF MUST BE CONTAINED FROM THE WASHING AREAS AND DISPOSED OF PROPERLY.

CONCRETE, STUCCO, PAINT, CURING COMPOUNDS, SOLVENTS, AND OTHER WASHOUT WASTES: TEMPORARY OR LONG-TERM STORAGE OF WASHOUT WASTE IS PROHIBITED ON-SITE (SLURRY MUST BE HAULED IMMEDIATELY OFF-SITE). OPERATOR MUST SUBMIT A CONCRETE WASHOUT PLAN TO THE PROJECT ENGINEER FOR APPROVAL OF ALL ON-SITE WASHOUT LOCATIONS. ON-SITE WASHOUT LOCATIONS MUST BE LOCATED 200 FEET FROM AN ENVIRONMENTALLY SENSITIVE AREA AND SURFACE WATERS, HAVE "CONCRETE WASHOUT AREA" SIGNAGE, AND BE CONTAINED IN A LEAK PROOF CONTAINER OR IMPERMEABLE LINER. LIQUID AND SOLID WASTES SHOULD NOT CONTACT THE GROUND (UNLESS PERMITTED IN THE CONCRETE WASHOUT PLAN), BE CONTAINED TO PREVENT RUNOFF FROM THE WASHOUT LOCATION, AND MUST BE DISPOSED OF PROPERLY AND IN COMPLIANCE WITH MPCA REGULATIONS.

BURNING: BURNING OF GARBAGE, CONSTRUCTION DEBRIS, TREES, BRUSH, OR OTHER VEGETATIVE MATERIAL IS NOT ALLOWED ON SITE UNLESS PRIOR APPROVAL IS GRANTED BY THE OWNER.

CONSTRUCTION ACTIVITY REQUIREMENTS: EROSION PREVENTION PRACTICES, PROCEDURES, & MAINTENANCE STANDARDS

THE OPERATOR IS RESPONSIBLE FOR THE INSTALLATION, OPERATION, AND CONTINUED MAINTENANCE OF ALL TEMPORARY AND PERMANENT WATER QUALITY MANAGEMENT BMPS, AS WELL AS ALL EROSION PREVENTION AND SEDIMENT CONTROL BMPS, FOR THE DURATION OF THE CONSTRUCTION WORK AT THE SITE UNTIL FINAL STABILIZATION IS ACHIEVED. ALL BMPS MUST BE ADEQUATELY LOCATED, DESIGNED, INSTALLED, AND MAINTAINED TO PREVENT EROSION FROM A MINIMUM 0.5 INCH TOTAL RAINFALL EVENT WITHIN 24 HOURS.

ALL NONFUNCTIONAL BMPS MUST BE REPAIRED, REPLACED, OR SUPPLEMENTED WITH FUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY AFTER DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS UNLESS ANOTHER TIME FRAME IS SPECIFIED IN THE SWPPP. ALL ERODED MATERIAL THAT LEAVES THE SITE SHALL BE COLLECTED BY THE OPERATOR AND RETURNED TO THE SITE AT THE OPERATOR'S EXPENSE AND INCIDENTAL TO THE PROJECT COST.

TEMPORARY OR PERMANENT STABILIZATION SHALL BE INITIATED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF THE NEXT WORK DAY FOLLOWING THE DAY EARTH-DISTURBING ACTIVITIES IN THAT PORTION OF THE SITE HAS TEMPORARILY OF PERMANENTLY CEASED. ALL EXPOSED SOIL AREAS SHALL BE STABILIZED WITHIN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. INITIATED STABILIZATION IS DEFINED AS COMPLETING ONE (OR MORE) OF THE FOLLOWING: SOIL PREPARATION FOR VEGETATION, MULCHING (OR OTHER TEMPORARY NON-VEGETATIVE BMP), SEEDING/PLANTING, OR SCHEDULING STABILIZATION MEASURES TO BE FULLY INSTALLED AND COMPLETED WITHIN THE 14 DAY TIMEFRAME.

FOR PUBLIC WATERS THAT THE MINNESOTA DNR HAS PROMULGATED "WORK IN WATER RESTRICTIONS" DURING SPECIFIED FISH SPAWNING TIME FRAMES, PERMITTEES MUST COMPLETE STABILIZATION OF ALL EXPOSED SOIL AREAS WITHIN 200 FEET OF THE WATER'S EDGE AND THAT DRAIN TO THESE WATERS WITHIN 24 HOURS DURING THE RESTRICTION PERIOD.

TEMPORARY STABILIZATION BMPS SHALL ONLY BE IMPLEMENTED WHEN PERMANENT STABILIZATION BMPS CANNOT BE IMPLEMENTED WITHIN THE 14 DAY TIMEFRAME FOR EXPOSED SOILS.

TEMPORARY/PERMANENT DRAINAGE DITCHES & SWALES: THE NORMAL WETTED PERIMETER (2-YEAR, 24-HOUR PRECIPITATION EVENT) OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH, CHANNEL, OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE SITE, MUST BE STABILIZED WITHIN THE LAST 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FROM THE POINT OF DISCHARGE INTO ANY SURFACE WATER WITHIN 24 HOURS OF CONNECTION. STABILIZATION REMAINING OF THE REMAINING PORTIONS OF THE CHANNEL MUST BE STABILIZED WITHIN 14 DAYS. ALL STORMWATER CONVEYANCE CHANNELS MUST USE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES WITHIN AND ALONG THE LENGTH OF THE CHANNEL AND AT ANY OUTLETS. TEMPORARY OR PERMANENT DITCHES OR SWALES THAT ARE BEING USED AS A TEMPORARY SEDIMENT CONTAINMENT SYSTEM (WITH PROPERLY DESIGNED ROCK DITCH CHECKS, BIO ROLLS, SILT DIKES, ETC.) DO NOT NEED TO BE STABILIZED. THESE AREAS, HOWEVER, MUST BE STABILIZED WITHIN 24 HOURS AFTER NO LONGER BEING USED AS A SEDIMENT CONTAINMENT SYSTEM. MULCH, HYDROMULCH, TACKIFIER, OR POLYACRYLAMIDE BELOW THE WETTED PERIMETER OF A DITCH, SWALE, OR OTHER SURFACE WATER CONVEYANCE IS NOT ACCEPTABLE STABILIZATION.

EROSION CONTROL BLANKETS/MATS: OPERATOR SHALL VERIFY DURING REGULAR INSPECTIONS THAT NO GULLIES, RILLS, OR SCOUR HOLES HAVEFORMED UNDER EROSION CONTROL BLANKETS AND MATS. ALL REPAIRS MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.

MULCH: OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

DUST CONTROL: DUST FROM THE SITE WILL BE CONTROLLED BY INCREASED STREET SWEEPING AND/OR USING A MOBILE PRESSURE-TYPE DISTRIBUTOR TRUCK TO APPLY POTABLE WATER TO DISTURBED AREAS. THE MOBILE UNIT WILL APPLY WATER AT A RATE NECESSARY TO PREVENT RUNOFF AND PONDING.

STORM SEWER OUTLETS: PIPE OUTLETS MUST HAVE TEMPORARY OR PERMANENT ENERGY DISSIPATION WITHIN 24 HOURS AFTER HYDRAULIC CONNECTION TO A RECEIVING SURFACE WATER.

TEMPORARY & PERMANENT EROSION PREVENTION BMPS

TYPE 1 MULCH: APPLY TO DISTURBED SLOPES LESS THAN 1:3 (V:H) WITH BLOWER EQUIPMENT OR CONCURRENTLY WITH HYDROMULCH AT 2 "ONS/ACRE. IMMEDIATELY OVERSPRAY (IF NOT HYDROMULCHED) WITH TACKIFIER (PER MANUFACTURER'S RECOMMENDED RATES) OR DISC-ANCHORED.

RAPID STABILIZATION METHOD #3: THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREAS WITHIN 200 FEET OF SURFACE WATERS TO PREVENT OFF-SITE SEDIMENTATION AND OR TO COMPLY WITH PERMIT REQUIREMENTS. INSTALL PER MNDOT SPECIFICATIONS 2575.3N.

RAPID STABILIZATION METHOD #4 (WOOD FIBER, NATURAL NET ONLY) IS AN ACCEPTABLE BMP FOR DISTURBED AREAS ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS, SURFACE WATERS, AND WITHIN THE LAST 200 FEET OF DITCH BOTTOMS.

TEMPORARY WINTER COVER: AREAS OF EXPOSED SOILS THAT ARE NOT COMPLETED BEFORE THE WINTER WILL BE STABILIZED WITH TYPE #3 (CERTIFIED AS WEED FREE) ADJACENT TO WETLAND OR STORMWATER PONDS. ALL OTHER DISTURBED AREAS SHALL BE STABILIZED WITH TYPE #1 MULCH UNLESS AN ALTERNATIVE, MORE PROTECTIVE BMPS ARE SPECIFIC WITHIN THE SWPPP. ALL EXPOSED SOILS SHALL BE STABILIZED BEFORE CONSTRUCTION IS COMPLETED FOR THE SEASON.

HYDRO-MULCH TYPE #5: HYDRAULIC SOIL STABILIZER IN COMBINATION WITH A TACKIFIER WILL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS TO EXPOSED SOILS AREAS TO PROVIDE TEMPORARY LONG-TERM OR PERMANENT COVER FOR VEGETATION ESTABLISHMENT.

CONSTRUCTION ACTIVITY REQUIREMENTS: SEDIMENT CONTROL PRACTICES, PROCEDURES, & MAINTENANCE STANDARDS

DOWNGRADIENT SYSTEMS: IF THE DOWNGRADIENT TREATMENT SYSTEM IS OVERLOADED, ADDITIONAL UPGRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS MUST BE INSTALLED TO ELIMINATE THE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES.

PERIMETER CONTROL BMPS (SILT FENCES, CHIP/SLASH MULCH SACKS, BIOROLLS, FLOATING SILT CURTAIN, ETC.): PERIMETER CONTROL BMPS SHALL BE INSTALLED ON ALL DOWNGRADIENT PERIMETERS AND UPGRADIENT OF ANY BUFFER AREAS PRIOR TO INITIATING UPGRADIENT LAND DISTURBANCE ACTIVITIES. UPLAND PERIMETER CONTROL BMPS SHALL BE PLACED AS CLOSE AS POSSIBLE TO FOLLOW A SINGLE CONTOUR ELEVATION. ALL PERIMETER CONTROL DEVICES MUST BE REPAIRED, REPLACED, OR MAINTAINED WHEN THEY BECOME NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 OF THE HEIGHT OF THE DEVICE. FLOATING SILT CURTAIN SHALL BE INSTALLED AS CLOSE TO THE SHORELINE AS POSSIBLE FOR SHORELAND/IN-WATER SHORT-TERM CONSTRUCTION ACTIVITIES. IMMEDIATELY AFTER THE SHORT-TERM ACTIVITY IN THAT AREA IS COMPLETE, AN UPLAND PERIMETER CONTROL MUST BE INSTALLED IF EXPOSED SOILS CONTINUE TO DRAIN TO THE SURFACE WATER.

50 FOOT NATURAL BUFFER(S): REFER TO "CONSTRUCTION PHASING/STAGING, BUFFERS, & AREAS NOT TO BE DISTURBED" SECTION OF THIS SWPPP.

TEMPORARY SEDIMENTATION BASINS: WHERE TEN (10) OR MORE ACRES OF DISTURBED SOIL DRAIN TO A COMMON LOCATION, A TEMPORARY SEDIMENT BASIN MUST BE PROVIDED PRIOR TO RUNOFF LEAVING THE CONSTRUCTION SITE OR ENTERING SURFACE WATERS. ALL TEMPORARY BASINS SHALL BE CONSTRUCTED AND OPERATIONAL PRIOR TO GRADING TEN (10) OR MORE ACRES. BASINS MUST PROVIDE A LIVE STORAGE VOLUME FROM A 2-YEAR 24-HOUR STORM EVENT FROM EACH ACRE (DISTURBED AND UNDISTURBED) DRAINING TO THE BASIN OR 1,800 CUBIC FEET OF LIVE STORAGE PER ACRE DRAINED, WHICHEVER IS GREATER. AT A MINIMUM, IF CALCULATIONS ARE NOT PERFORMED, THE BASIN SHALL PROVIDE 3,600 CUBIC FEET OF LIVE STORAGE FROM EACH ACRE. THE BASIN INTAKE MUST BE DESIGNED TO WITHDRAW WATER FROM THE SURFACE, PREVENT SHORT CIRCUITING AND THE DISCHARGE OF FLOATING DEBRIS, INCLUDE AN EMERGENCY OVERFLOW ABOVE THE LIVE STORAGE ELEVATION, AND PROVIDE ENERGY DISSIPATION AT THE BASIN OUTLET. BASINS MUST BE DRAINED AND SEDIMENT REMOVED WHEN THE DEPTH OF COLLECTED SEDIMENT IN THE BASIN REACHES 1/2 THE LIVE STORAGE VOLUME. IF A BASIN IS INFEASIBLE WITHIN THE PROJECT LIMITS, EQUIVALENT SEDIMENT CONTROL BMPS MUST BE IMPLEMENTED AND DOCUMENTED IN THE SWPPP OR SWPPP AMENDMENT.

TEMPORARY STOCKPILES: ALL STOCKPILES MUST HAVE SILT FENCE OR EQUIVALENT PERIMETER SEDIMENT CONTROLS IMPLEMENTED AND MAINTAINED AT ALL TIMES. PILES CANNOT BE PLACED IN BUFFER AREAS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS OR CONDUITS AND DITCHES, UNLESS THERE IS A BYPASS IN PLACE TO PREVENT STORMWATER RUN-ON INTO THE STOCKPILE. STABILIZATION ON TEMPORARY STOCKPILES WITHOUT SIGNIFICANT SILT, CLAY, OR ORGANIC COMPONENTS IS NOT REQUIRED.

CONSTRUCTION SITE ENTRANCE/VEHICLE TRACKING: OPERATOR MUST MINIMIZE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE (OR ONTO STREETS WITHIN THE SITE) BY IMPLEMENTING BMPS SUCH AS ROCK PADS, SLASH MULCH, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS. STREET SWEEPING MUST BE USED DAILY DURING CONSTRUCTION OPERATIONS IF SUCH BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FROM BEING TRACKED ONTO THE STREET. TRACKED SEDIMENT MUST BE REMOVED FROM ALL PAVED SURFACES (ON AND OFF-SITE) WITHIN 24 HOURS OF DISCOVERY OR SOONER AS DIRECTED BY THE PROJECT OWNER. MULTIPLE STREET SWEEPINGS AT THE OPERATOR'S EXPENSE MAY BE REQUIRED ON ALL ENTRY/EXIT POINTS TO THE SITE AT THE DISCRETION OF THE PROJECT OWNER.

SURFACE WATERS: INCLUDING OFF-SITE AND DOWNSTREAM DRAINAGE DITCHES, CATCH BASINS, AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. THE REMOVAL AND STABILIZATION OF EXPOSED SOILS MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OR PHYSICAL ACCESS CONSTRAINTS. IF PRECLUDED, REMOVAL AND STABILIZATION MUST TAKE PLACE WITHIN SEVEN (7) CALENDAR DAYS OF OBTAINING ACCESS. THE PERMITTEES ARE RESPONSIBLE FOR CONTACTING ALL LOCAL, REGIONAL, STATE, AND FEDERAL AGENCIES AND RECEIVING ANY APPLICABLE PERMITS PRIOR TO CONDUCTING ANY WORK.

INLET PROTECTION: ALL STORM DRAIN INLETS (INCLUDING DOWNGRADIENT, OFF-SITE) MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. SILT FENCE IS NOT AN ACCEPTABLE CATCH BASIN INLET PROTECTION BMP. CONTRACTOR SHALL CLEAN, REMOVE AND DISPOSE OF SEDIMENT AND/OR REPLACE STORM DRAIN INLET PROTECTION ON A ROUTINE BASIS TO ENSURE THE DEVICE IS FULLY FUNCTIONAL PRIOR TO THE NEXT FORECASTED PRECIPITATION EVENT (30% OR GREATER). INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED BY THE PERMITTEE(S) OR THE JURISDICTIONAL AUTHORITY (E.G. CITY/COUNTY/TOWNSHIP/MNDOT ENGINEER). WRITTEN CORRESPONDENCE REGARDING THE NEED FOR REMOVAL MUST BE DOCUMENTED IN THE SWPPP.

CHEMICAL TREATMENTS: OPERATOR MUST AMEND THE SWPPP TO INCLUDE THE INTENDED USES AND LOCATIONS OF FLOCCULANTS, POLYMERS, AND OTHER SEDIMENTATION TREATMENT CHEMICALS. CHEMICAL TREATMENTS MAY ONLY BE APPLIED IN AREAS WHERE TREATED STORMWATER IS DIRECTED TO A RECEIVING SEDIMENT CONTROL SYSTEM (NOT DIRECTLY DISCHARGED TO NATURAL WATER BODIES). THIS INCLUDES DOCUMENTING THE EXPECTED SOIL TYPES, MANUFACTURER'S RECOMMENDED DOSING, APPLICATION RATES/QUANTITIES, AND MONITORING RESULTS (TURBIDITY, PH).

DEWATERING, STREAM DIVERSION, AND BASIN DRAINING

DEWATERING, STREAM DIVERSION, OR BASIN DRAINING IS ANTICIPATED DURING CONSTRICTION OF THIS PROJECT. NEW POND GRADING WILL REQUIRE SITE DEWATERING. WHEN DEWATERING OR BASIN DRAINING IS REQUIRED, THE CONTRACTOR SHALL SUBMIT A DEWATERING PLAN AND NARRATIVE TO THE PROJECT ENGINEER FOR APPROVAL PRIOR TO UNDERTAKING THESE ACTIVITIES. DEWATERING PLAN MUST INCLUDE BMPS TO PREVENT SEDIMENT TRANSPORT, EROSION AND ADVERSE IMPACTS TO DOWNSTREAM RECEIVING WATERS. THE DEWATERING PLAN MUST ALSO *INCLUDE ANY SPECIFIC CHEMICAL TREATMENTS (FLOC, POLYMERS, ETC.) THAT WILL BE USED.* IF AN APPROVED TMDL WASTE LOAD ALLOCATION IS ESTABLISHED FOR CONSTRUCTION ACTIVITIES ON A RECEIVING WATERBODY, THE OPERATOR MUST IMPLEMENT ALL NECESSARY BMPS TO MEET THE ASSIGNED WLA. THE DEWATERING PLAN AND DNR APPROPRIATIONS PERMIT WILL BECOME PART OF THE SWPPP. WATER THAT IS TURBID OR HAS SEDIMENT MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN (AND/OR OTHER APPROPRIATE BMPS) ON THE PROJECT SITE WHENEVER POSSIBLE. DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASIN MUST BE VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT IS OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2), IMPACTS TO WETLANDS, AND EROSION IN RECEIVING CHANNELS OR ON DOWNSLOPE PROPERTIES WILL NOT RESULT FROM THE DISCHARGE. THE DISCHARGE MUST BE DISPERSED OVER NATURAL ROCK RIPRAP, SAND BAGS, PLASTIC SHEETING, OR OTHER ACCEPTED ENERGY DISSIPATION MEASURES. ADEQUATE SEDIMENTATION CONTROL MEASURES AND ADDITIONAL FILTRATION BMPS ARE REQUIRED FOR DISCHARGE WATER THAT CONTAINS SUSPENDED SOLIDS, OIL, OR GREASE.

PERMIT TERMINATION CONDITIONS

PERMIT TERMINATION CONDITIONS ARE ACHIEVED WHEN THE FOLLOWING FOUR PARAMETERS ARE COMPLETED PRIOR TO SUBMISSION OF THE NOTICE OF TERMINATION TO MPCA.

1. 70% VEGETATIVE COVER: ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND ALL EXPOSED SOILS ARE STABILIZED BY A UNIFORM, LIVE PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OVER THE ENTIRE PERVIOUS SURFACE AREA OR OTHER EQUIVALENT MEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSIVE CONDITIONS. REFER TO PART 13.7 IF THE PROJECT IS ON AGRICULTURAL LAND. FOR RESIDENTIAL CONSTRUCTION ONLY, PLEASE REFER TO PART 13.6 OF THE NPDES PERMIT.
2. FINAL CLEAN OUT OF PERMANENT STORMWATER MANAGEMENT SYSTEMS & CONVEYANCE SYSTEMS: ALL ACCUMULATED SEDIMENT MUST BE REMOVED FROM PERMANENT STORMWATER MANAGEMENT SYSTEMS, CONVEYANCE SYSTEMS, AND DITCHES MUST BE STABILIZED WITH PERMANENT COVER. ALL SYSTEMS MUST OPERATE AS DESIGNED.
3. REMOVAL OF ALL TEMPORARY SYNTHETIC BMPS: ALL TEMPORARY SYNTHETIC AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMPS (SUCH AS SILT FENCE) MUST BE REMOVED ON THE PORTIONS OF THE SITE FOR WHICH THE PERMITTEE IS RESPONSIBLE. BMPS DESIGNED TO DECOMPOSE ON SITE (SUCH AS SOME COMPOST LOGS) MAY BE LEFT IN PLACE.
4. OPERATOR PROVIDES THE OWNER ALL INSPECTION AND SWPPP AMENDMENT RECORDS FOR THE PROJECT. OWNER IS RESPONSIBLE FOR KEEPING ALL RECORDS (AS DEFINED IN PART 24.5) ON FILE FOR THREE YEARS AFTER SUBMITTAL OF THE NOTICE OF TERMINATION.

   THE CO-PERMITTEES (OWNER AND OPERATOR) MUST SIGN AND SUBMIT THE COMPLETED NOTICE OF TERMINATION TO THE MPCA WITHIN 30 DAYS AFTER SELLING/LEGALLY TRANSFERRING THE PROPERTY OR FINAL STABILIZATION IS ACHIEVED. PERMITTEE(S) MAY TERMINATE PERMIT COVERAGE PRIOR TO THE PROJECT COMPLETION IF THE CONDITIONS IN PART 4 OF THE NPDES-CSW PERMIT ARE MET.

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JERREMY D. FOSS

DATE 2026-04-27 LIC. NO. 55871

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 C0-SWPPP-DETAIL-P3
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

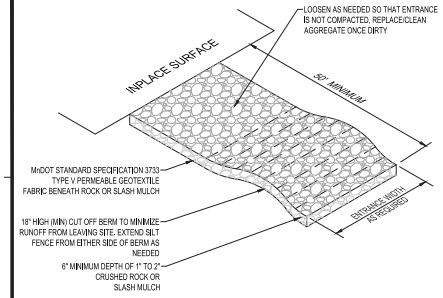
TITLE

SWPPP NARRATIVE

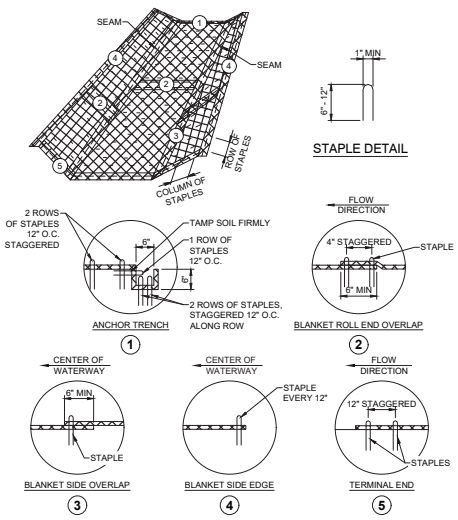
SHEET

23

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



STABILIZED CONSTRUCTION EXIT
NTS



KEY NOTES:

① BURY UPSTREAM END OF MAT IN A TRENCH 6" WIDE BY 6" DEEP AND STAPLED IN STAGGERED ROWS ACROSS THE WIDTH.

② FOR JOINING ENDS OF ROLLS, OVERLAP END OF UP SLOPE MAT A MINIMUM OF 6" OVER DOWN SLOPE MAT (SHINGLE STYLE). USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART.

③ MATS ON SIDE SLOPES SHALL OVERLAP A MINIMUM OF 6" OVER THE MAT BELOW (SHINGLE STYLE). STAPLE OVERLAP AT 12" INTERVALS.

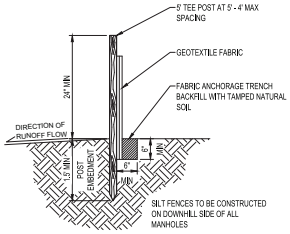
④ THE OUTER EDGE ALONG SIDES OF THE MAT SHALL BE STAPLED EVERY 12".

⑤ DOWNSTREAM (TERMINAL) END OF BLANKET SHALL BE STAPLED WITH A DOUBLE ROW OF STAGGERED STAPLES 12" APART.

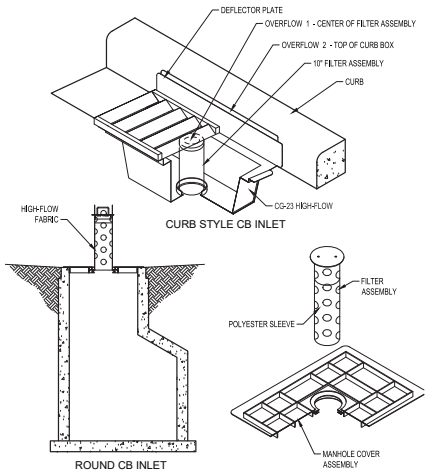
NOTES:

1. INSTALL EROSION CONTROL BLANKET (ECB) OVER WATERWAYS AS SHOWN IN THE STORM WATER POLLUTION PREVENTION PLAN.
2. THE ECB SHALL CONFORM TO MnDOT STANDARD SPECIFICATIONS SECTION 3885.
3. PREPARE SOIL PRIOR TO INSTALLING ECB, INCLUDING SEEDING AND FERTILIZING.
4. THE ECB SHALL BE PLACED IN FIRM CONTACT WITH THE SOIL AND NOT BE ALLOWED TO BRIDGE OVER SURFACE IRREGULARITIES. THE MAT SHALL NOT BE STRETCHED.
5. START LAYING THE MATS BY ROLLING CENTER MAT IN THE DIRECTION OF FLOW, CENTERED ON THE CENTERLINE OF WATERWAY. THERE SHALL NOT BE AN OVERLAP OF MATS AT THE CENTER OF THE WATERWAY.
6. THE ECB SHALL BE ANCHORED, OVERLAPPED, AND STAPLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IF NO MANUFACTURER'S INSTRUCTIONS ARE AVAILABLE, INSTALL THE MAT PER DETAIL.
7. STAPLES SHALL BE "U" SHAPED, 0.12" DIAMETER WIRE OR GREATER (#11 GAUGE). (SEE STAPLE DETAIL FOR DIMENSIONS)
8. STAPLES ARE TO BE PLACED ALTERNATELY IN COLUMNS (IN THE DIRECTION OF THE WATERWAY) 2' APART AND IN ROWS (ACROSS THE WATERWAY) 3' APART THROUGHOUT THE AREA COVERED BY THE ECB.

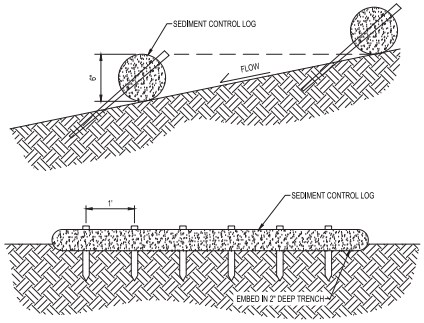
EROSION CONTROL BLANKET INSTALLATION
NTS



SILT FENCE
NTS



STREET
INLET PROTECTION
NTS



NOTES:

1. SEDIMENT CONTROL LOGS TO BE 6" DIAMETER UNLESS OTHEWISE NOTED.
2. STAKED INTO THE GROUND WITH WOOD STAKES.
3. WOOD STAKES ARE A MINIMUM OF 2"x1"x½" UNLESS PRECLUDED BY PAVED SURFACE OR ROCK.
4. WOOD STAKES DRIVEN THROUGH BACK HALF OF SEDIMENT CONTROL LOG AT AN APPROXIMATE ANGLE OF 45° WITH THE TOP OF STAKE POINTING UP STREAM.
5. WHEN MORE THAN ONE SEDIMENT CONTROL LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 6" AND STAKE

SEDIMENT CONTROL LOG STAKING
NTS

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 C0-SWPPP-DETAIL-P3
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

SWPPP DETAILS

SHEET

24

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

GRADING LEGEND

-101-	EXISTING CONTOUR (MINOR INTERVAL)
-100-	EXISTING CONTOUR (MAJOR INTERVAL)
101	PROPOSED CONTOUR (MINOR INTERVAL)
100	PROPOSED CONTOUR (MAJOR INTERVAL)
	TOPSOIL STRIP IN AREAS OF FILL (ROADS, PARKING LOTS, AND BUILDING PADS)
XXXXX	EXISTING SPOT ELEVATION
XXX.XX	PROPOSED SPOT ELEVATION
XXX.XX	PROPOSED TOP BACK OF CURB / TOP OF TURNDOWN WALK SPOT ELEVATION
XXX.XX TW XXX.XX FG	PROPOSED TOP OF RETAINING WALL (TW) AND FINISHED GRADE (FG) AT BOTTOM OF RETAINING WALL
X.X%	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.

EROSION CONTROL LEGEND

SYMBOL	DESCRIPTION
SF	SILT FENCE, PREASSEMBLED
	STORM DRAIN INLET PROTECTION
	STABILIZED CONSTRUCTION EXIT
	EROSION CONTROL BLANKET, CATEGORY _
	CONCRETE WASHOUT AREA

PERIMETER CONTROL CAN BE SILT FENCE OR SEDIMENT CONTROL LOG.

SEE SITE RESTORATION PLAN FOR FINAL TURF ESTABLISHMENT.

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186TH AVE

KENNEDY STREET

185TH CIRCLE

N

0 50 100

SCALE IN FEET

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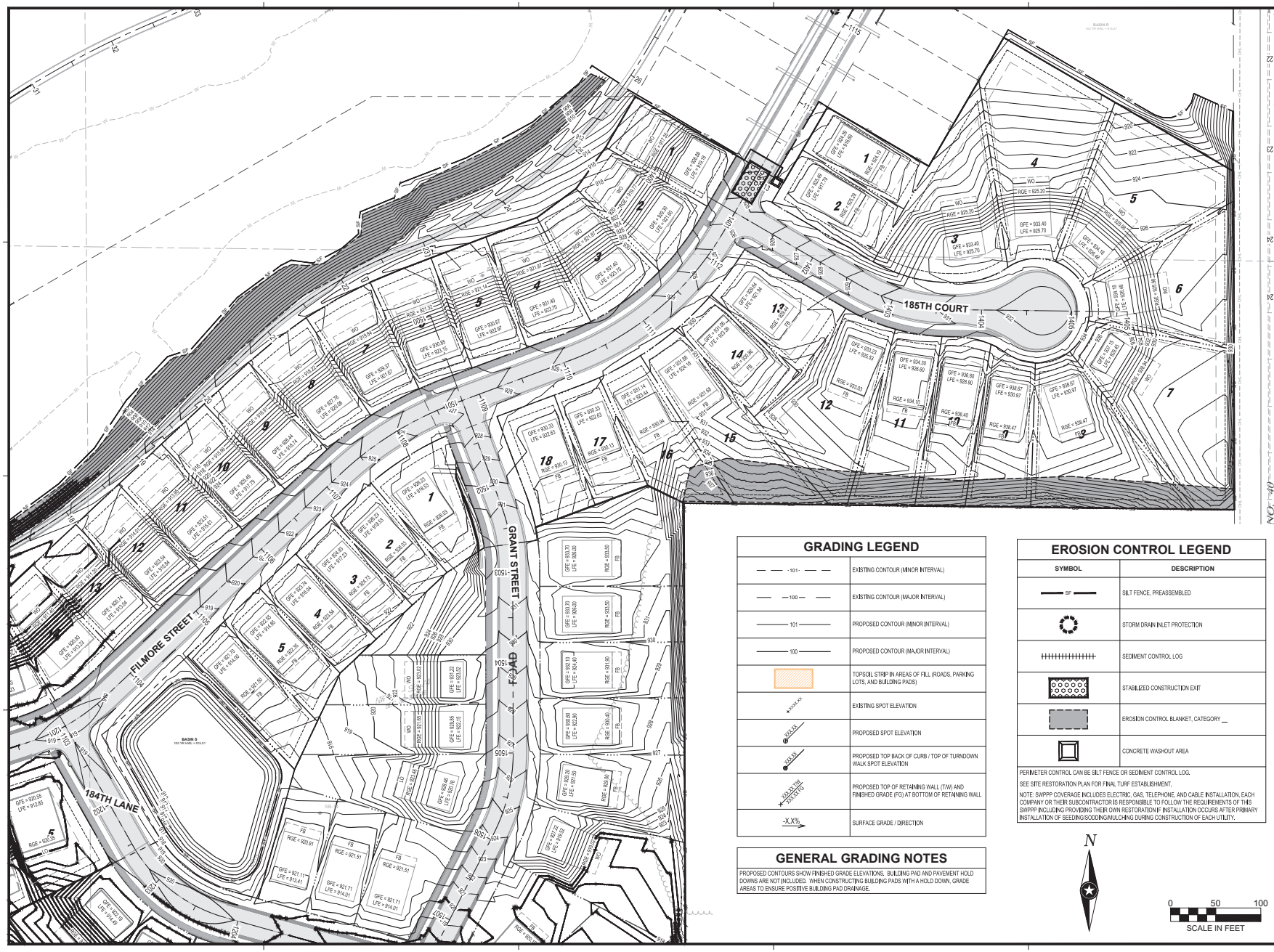
SWPPP

SHEET

25

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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101	PROPOSED CONTOUR (MINOR INTERVAL)
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EROSION CONTROL LEGEND

SYMBOL	DESCRIPTION
SF	SILT FENCE, PREASSEMBLED
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	SEDIMENT CONTROL LOG
	STABILIZED CONSTRUCTION EXIT
	EROSION CONTROL BLANKET, CATEGORY __
	CONCRETE WASHOUT AREA

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N

0 50 100
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ELK RIVER MINNESOTA

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TITLE

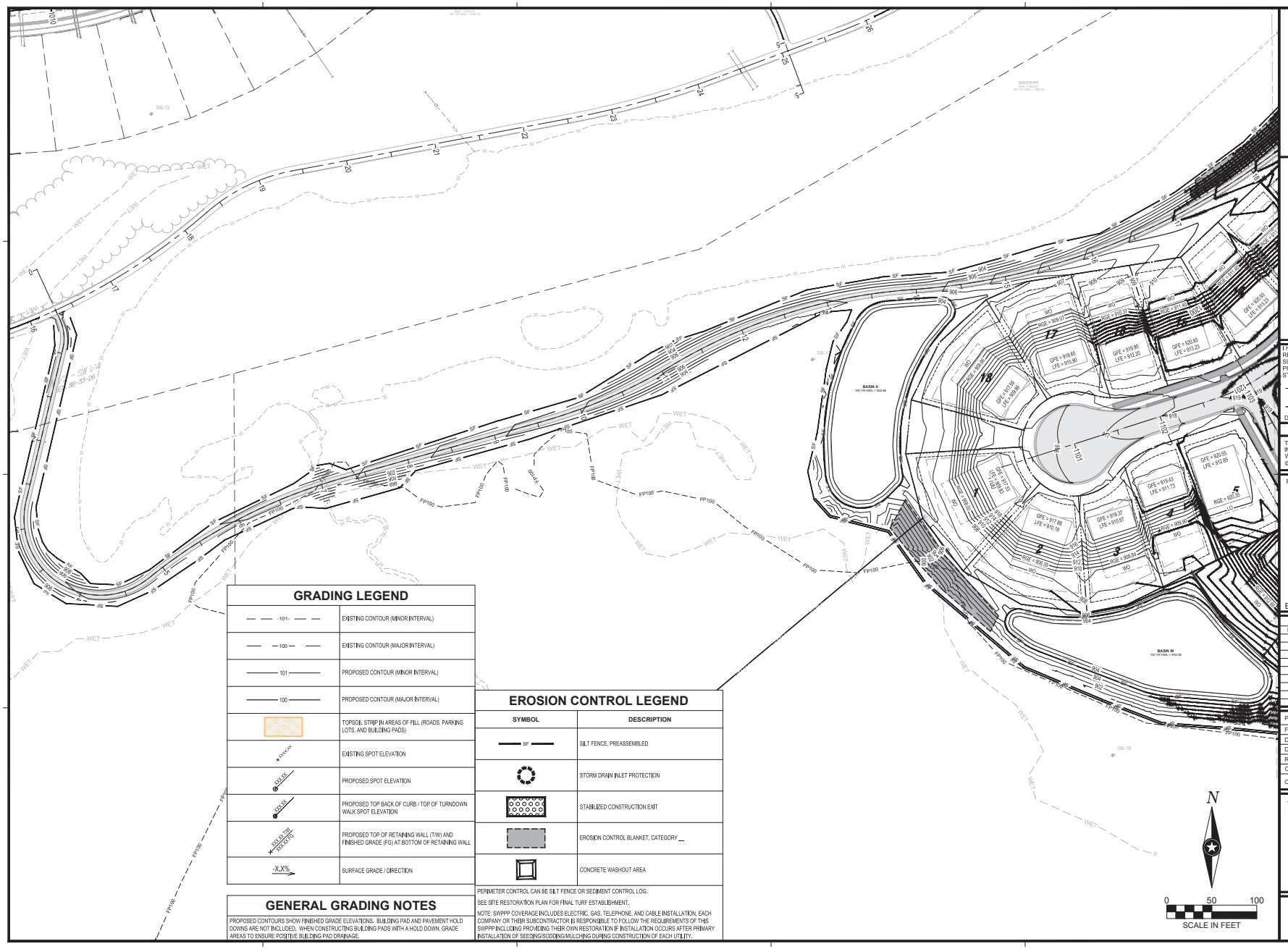
SWPPP

SHEET

26

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



GRADING LEGEND

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——— 101 ———	PROPOSED CONTOUR (MINOR INTERVAL)
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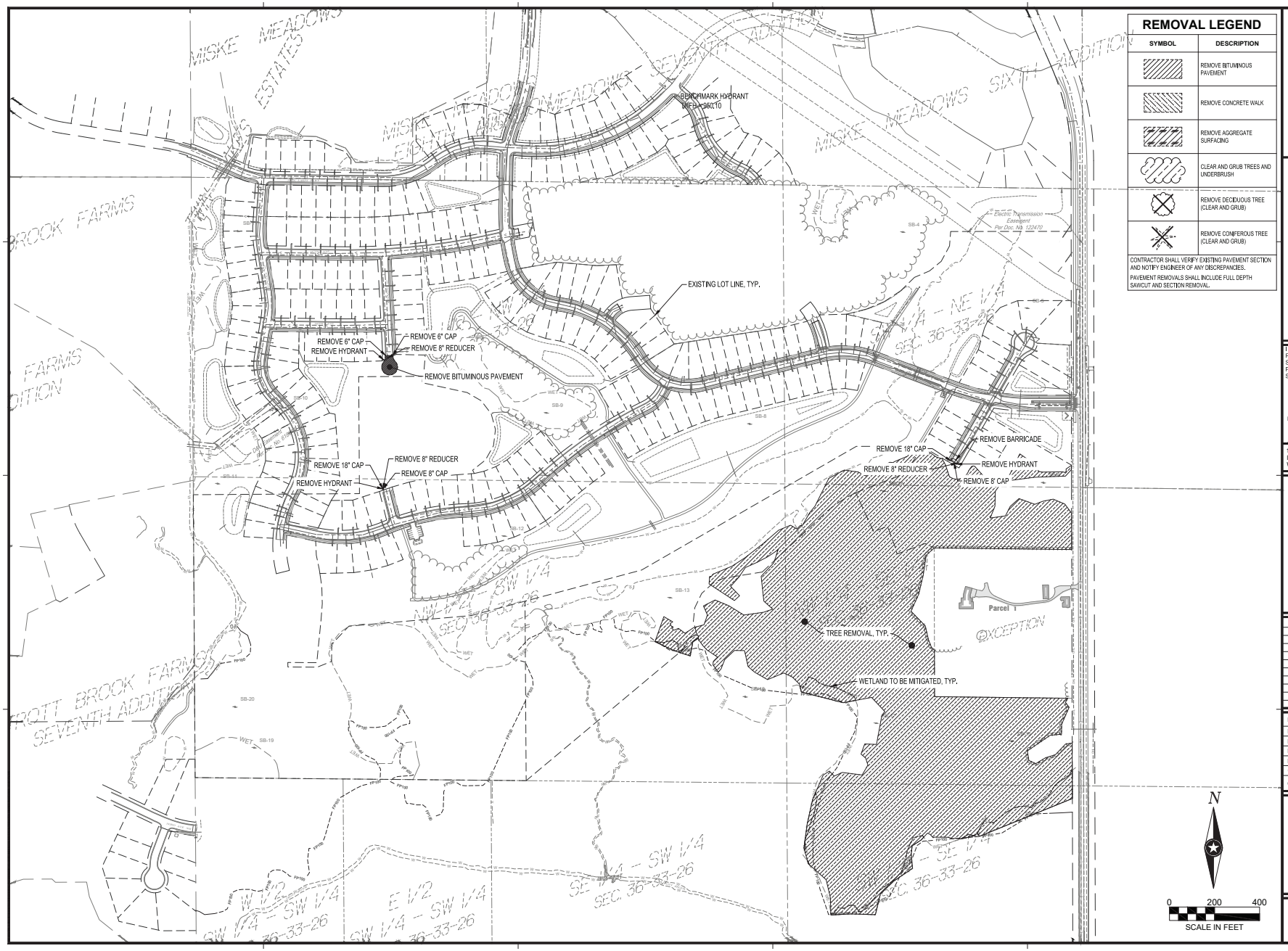
SWPPP

SHEET

27

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



REMOVAL LEGEND

SYMBOL	DESCRIPTION
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE WALK
	REMOVE AGGREGATE SURFACING
	CLEAR AND GRUB TREES AND UNDERBRUSH
	REMOVE DECIDUOUS TREE (CLEAR AND GRUB)
	REMOVE COMFEROUS TREE (CLEAR AND GRUB)

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.

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JERREMY D. FOSS

DATE 2026-04-27 LIC. NO. 55871

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 5 EXIST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

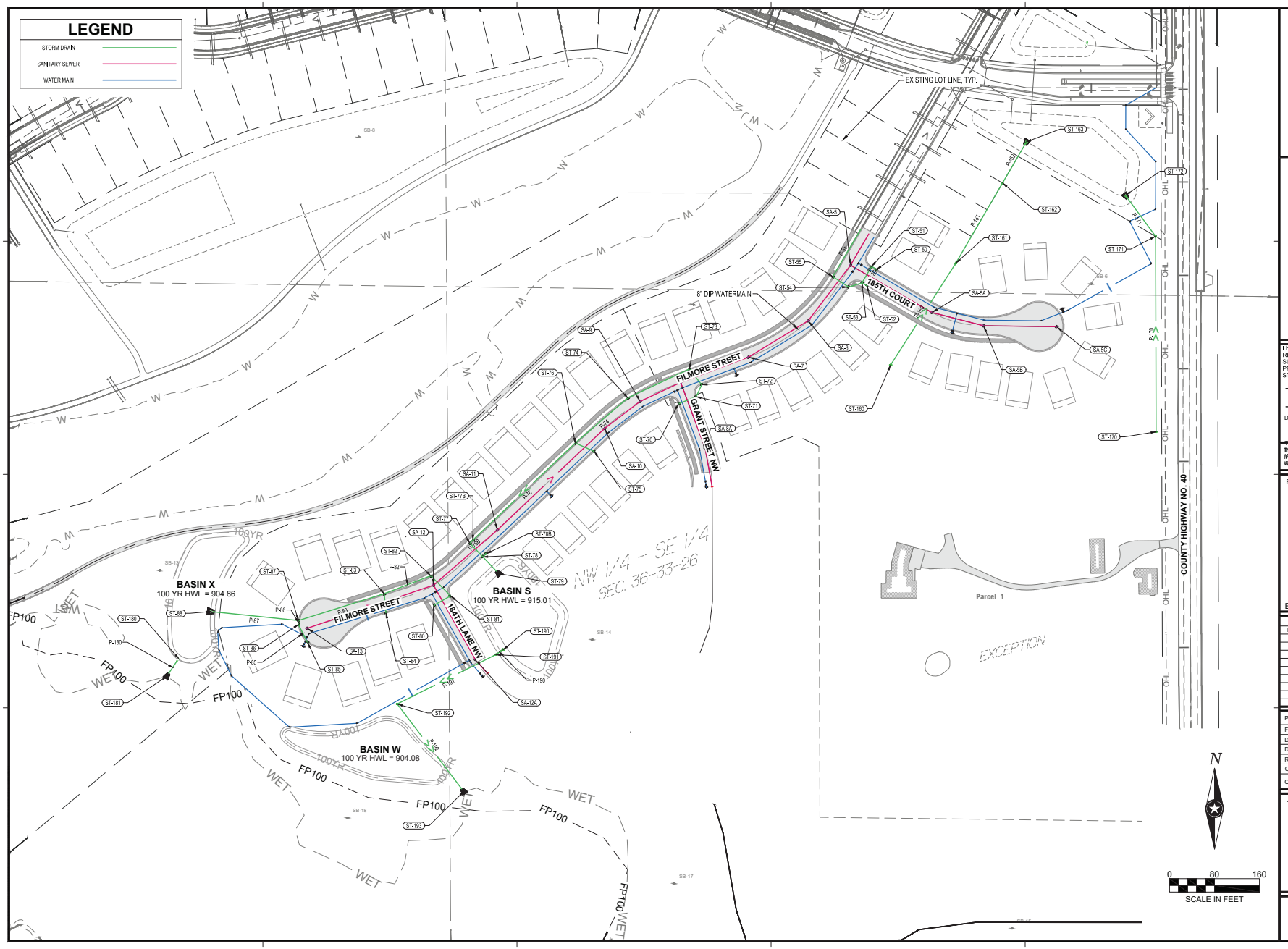
TITLE

EXISTING SITE PLAN

SHEET

28

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

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ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 6 OVERALL (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	-/-/-
CLIENT PROJECT NO.	-

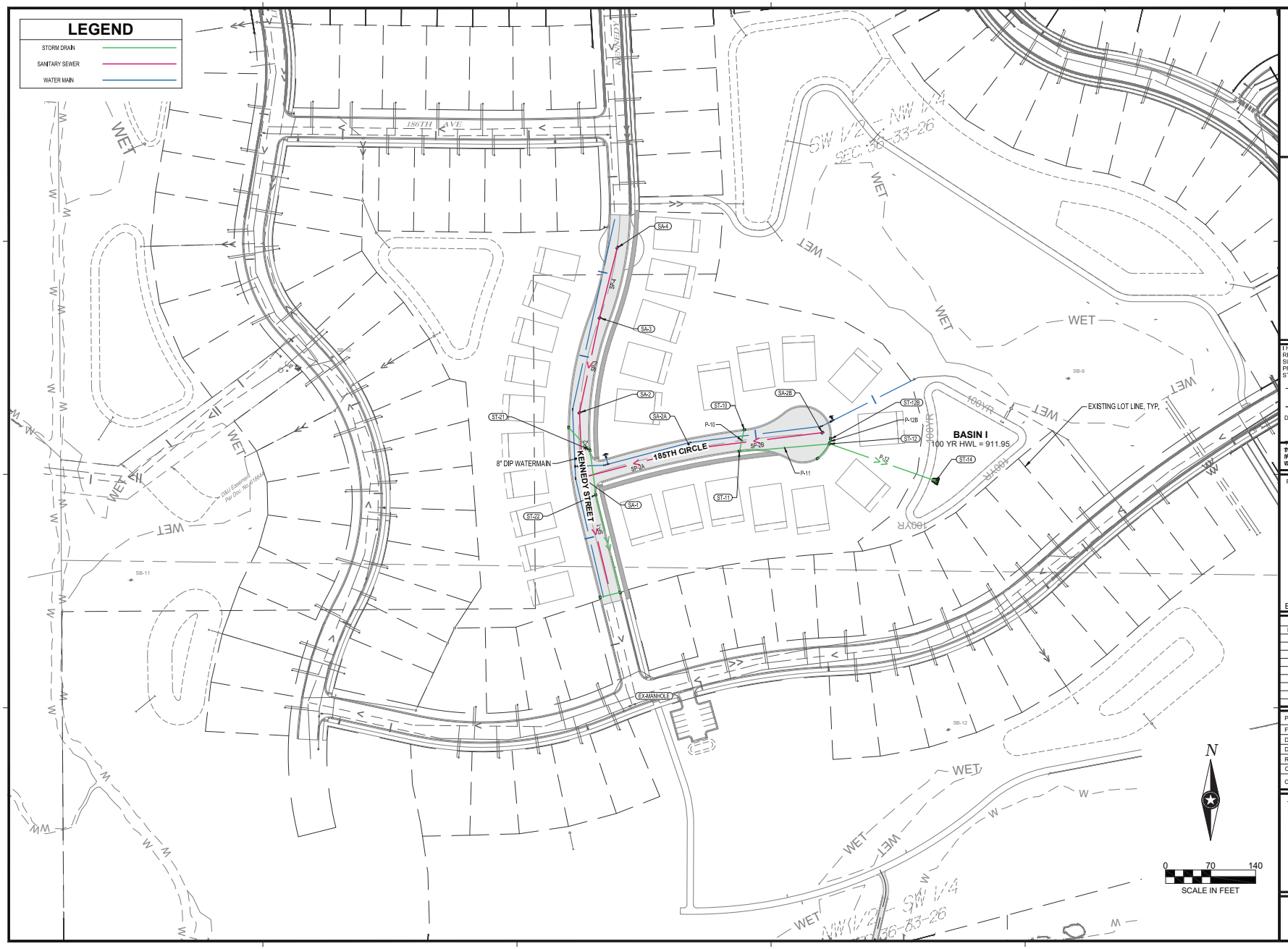
TITLE

OVERALL UTILITY PLAN EAST

SHEET

29

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

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DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

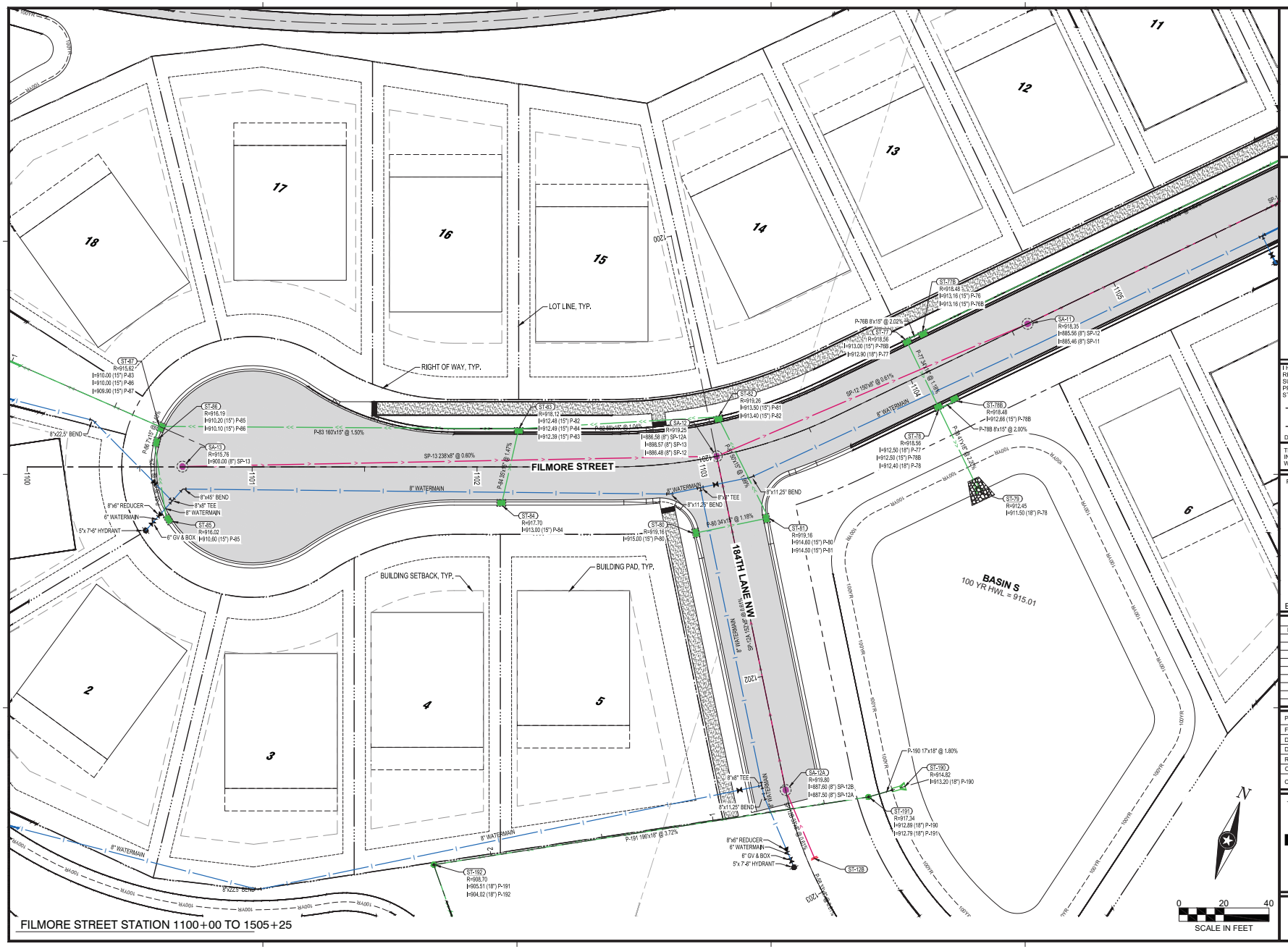
TITLE

OVERALL UTILITY PLAN WEST

SHEET

30

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

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BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.1 P&P - EDISON (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

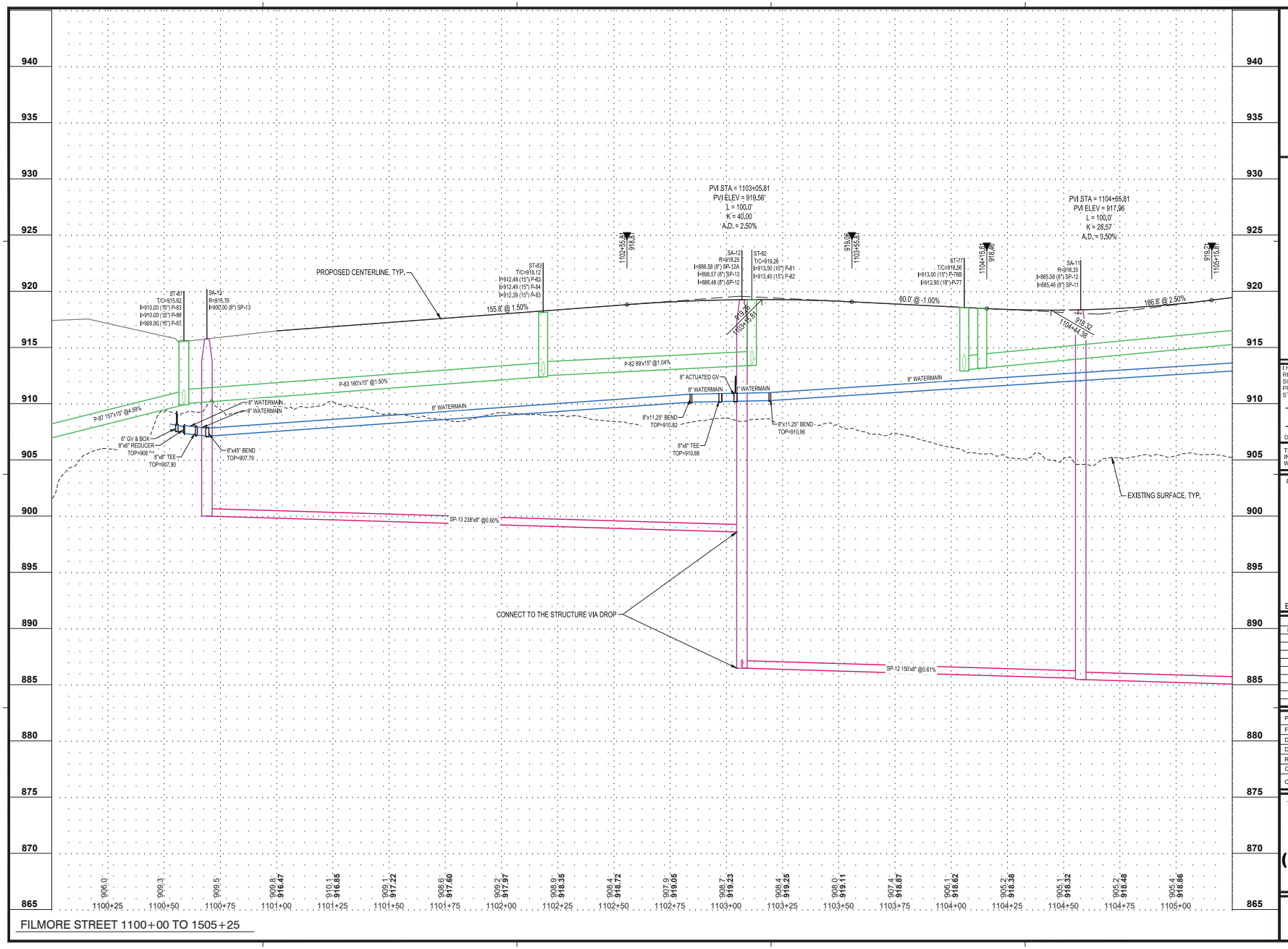
TITLE

PLAN-A (FILMORE STREET)

SHEET

31

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



FILMORE STREET 1100+00 TO 1505+25

ISG

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PROJECT

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DRAWN BY	DWG, MEB
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TITLE

PROFILE-A (FILMORE STREET)

SHEET

32

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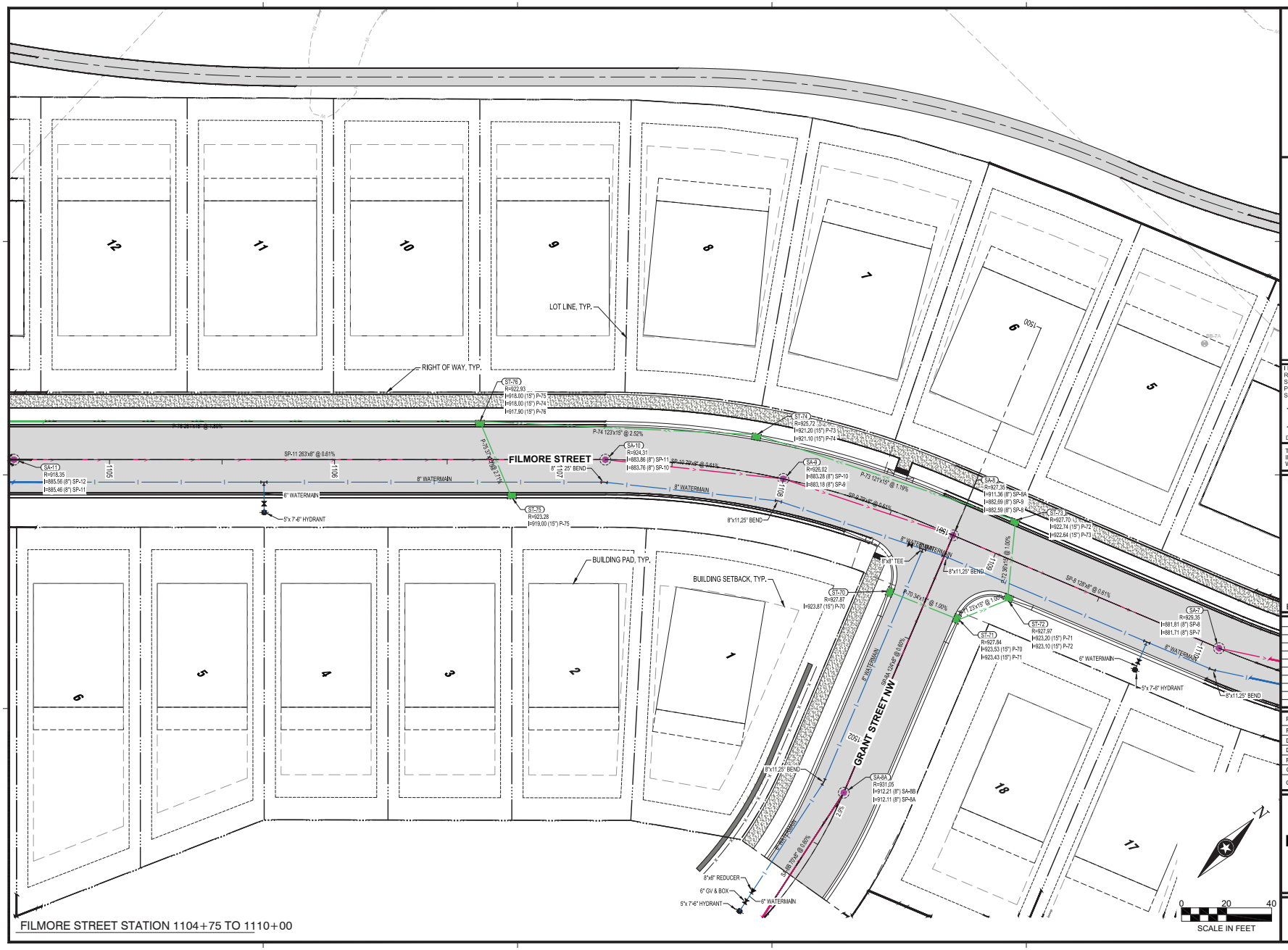

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.1 P&P - EDISON (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

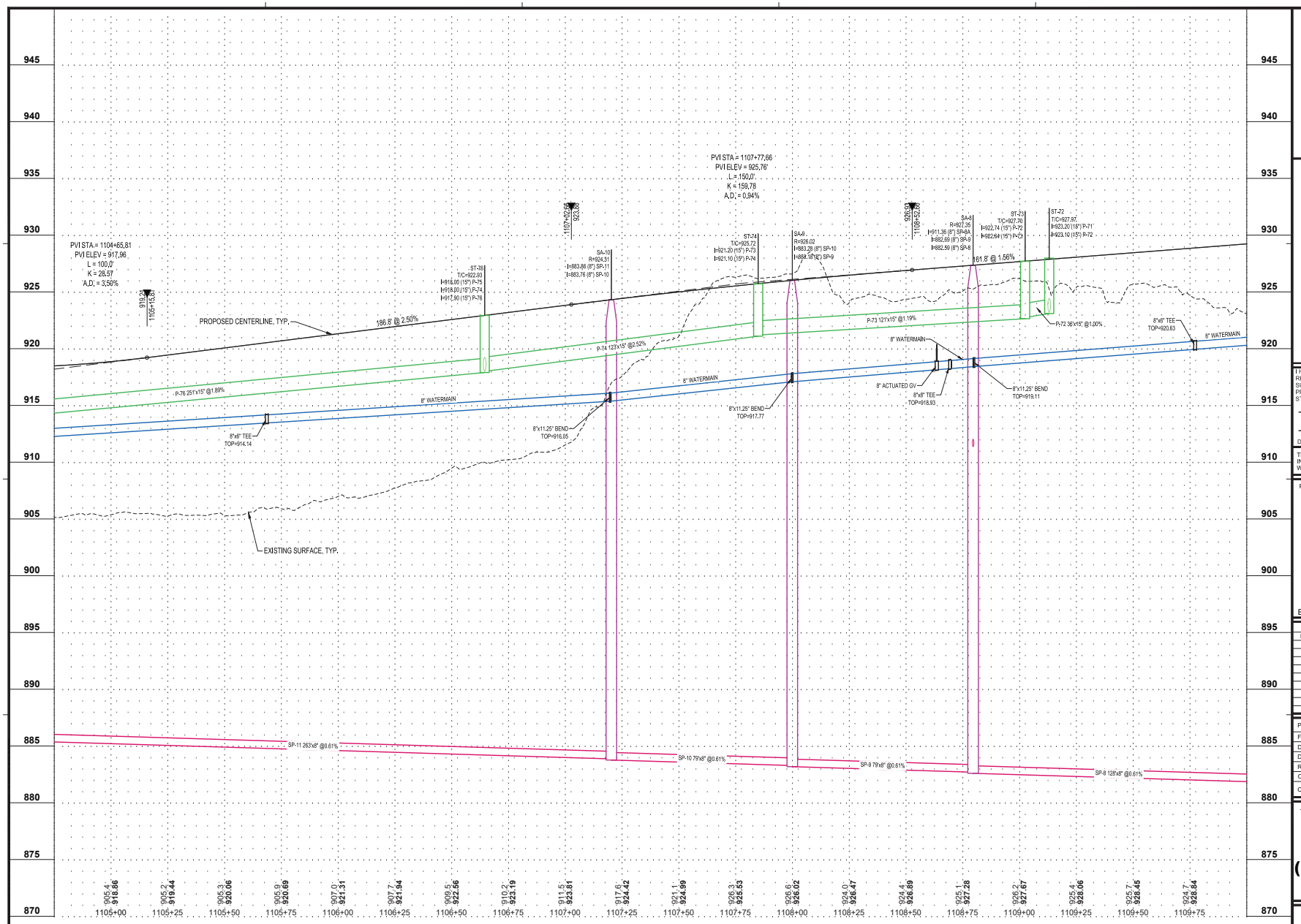
TITLE

PLAN-B (FILMORE STREET)

SHEET

33

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.1 P&P - EDISON (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PROFILE-B (FILMORE STREET)

SHEET

34

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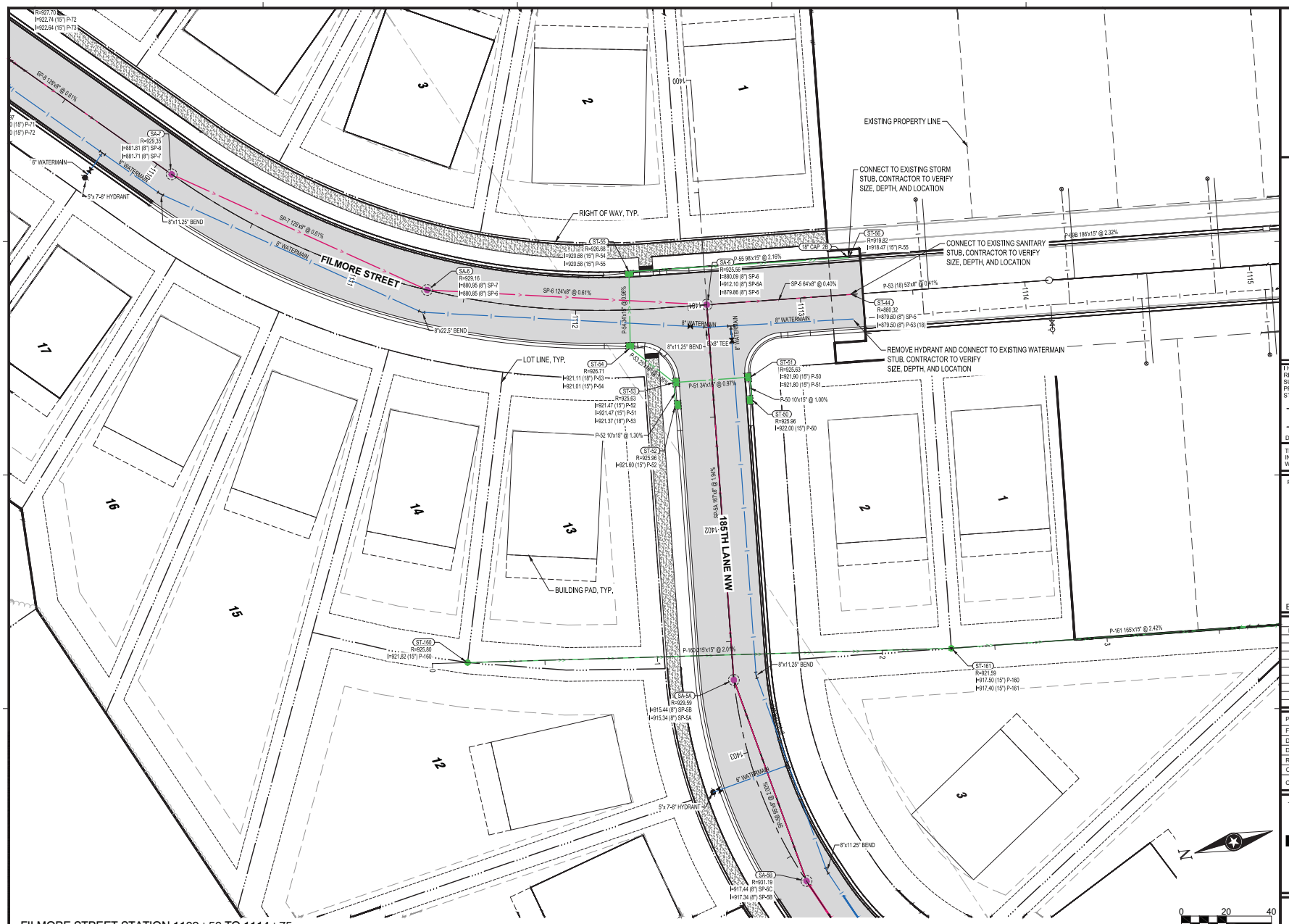

FILMORE STREET STATION 1109+50 TO 1114+75

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.1 P&P - EDISON (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

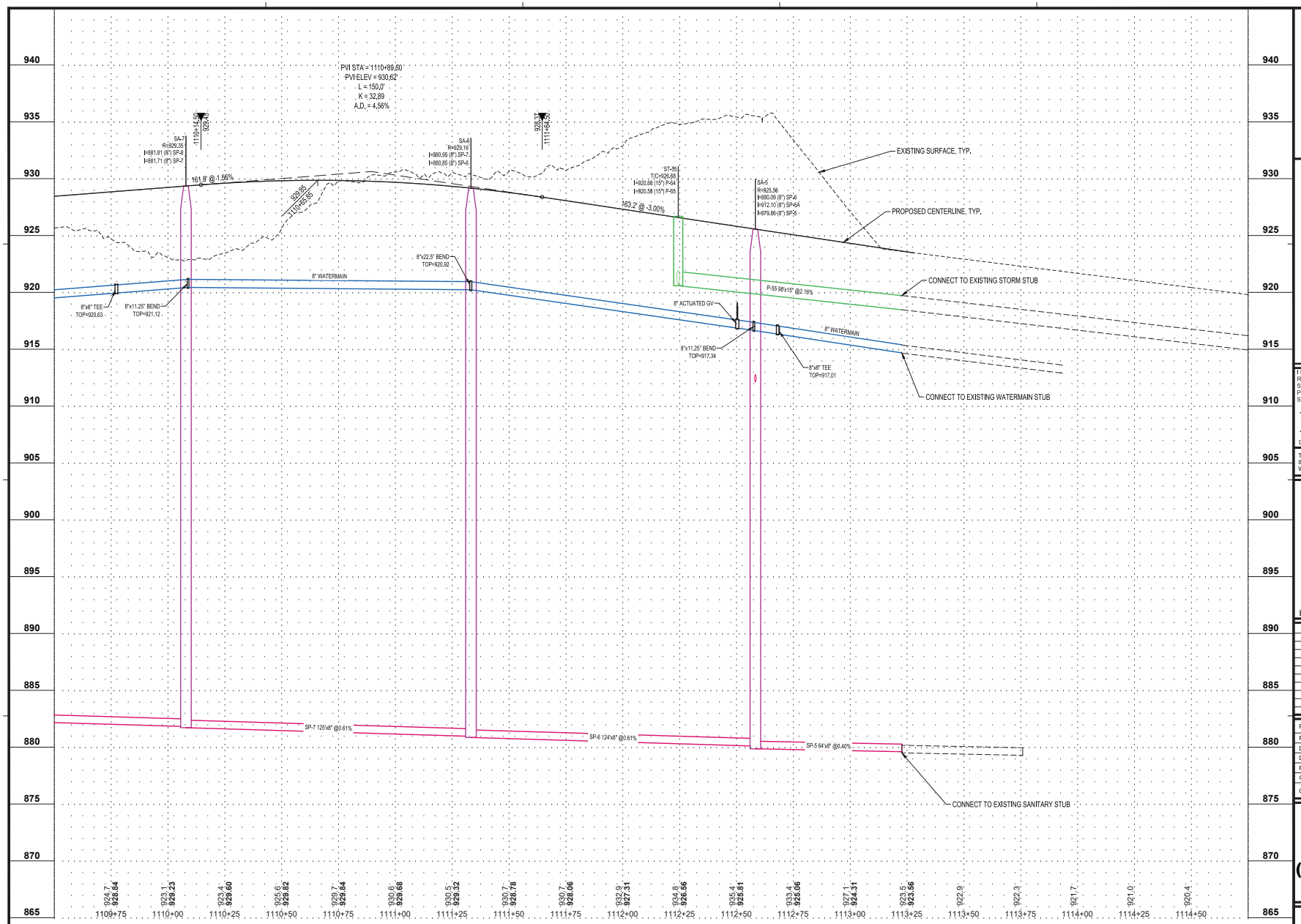
TITLE

PLAN-C (FILMORE STREET)

SHEET

35

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



FILMORE STREET STATION 1109+50 TO 1114+75

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

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PROJECT NO.	25-26553
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DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

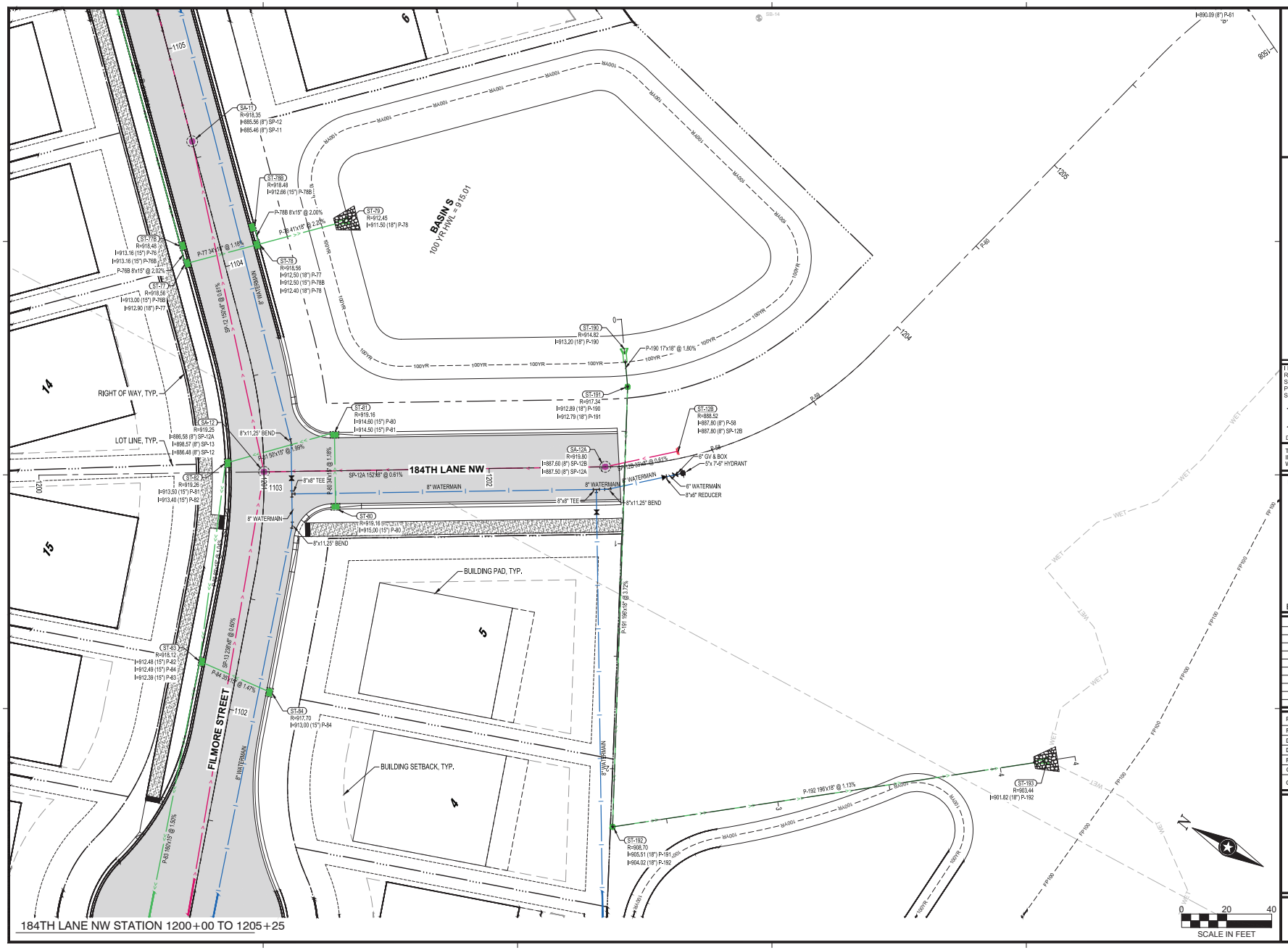
TITLE

PROFILE-C (FILMORE STREET)

SHEET

36

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



184TH LANE NW STATION 1200+00 TO 1205+25

ISG

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.2 P&P - ROAD I (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PLAN-D (184TH LANE NW)

SHEET

37

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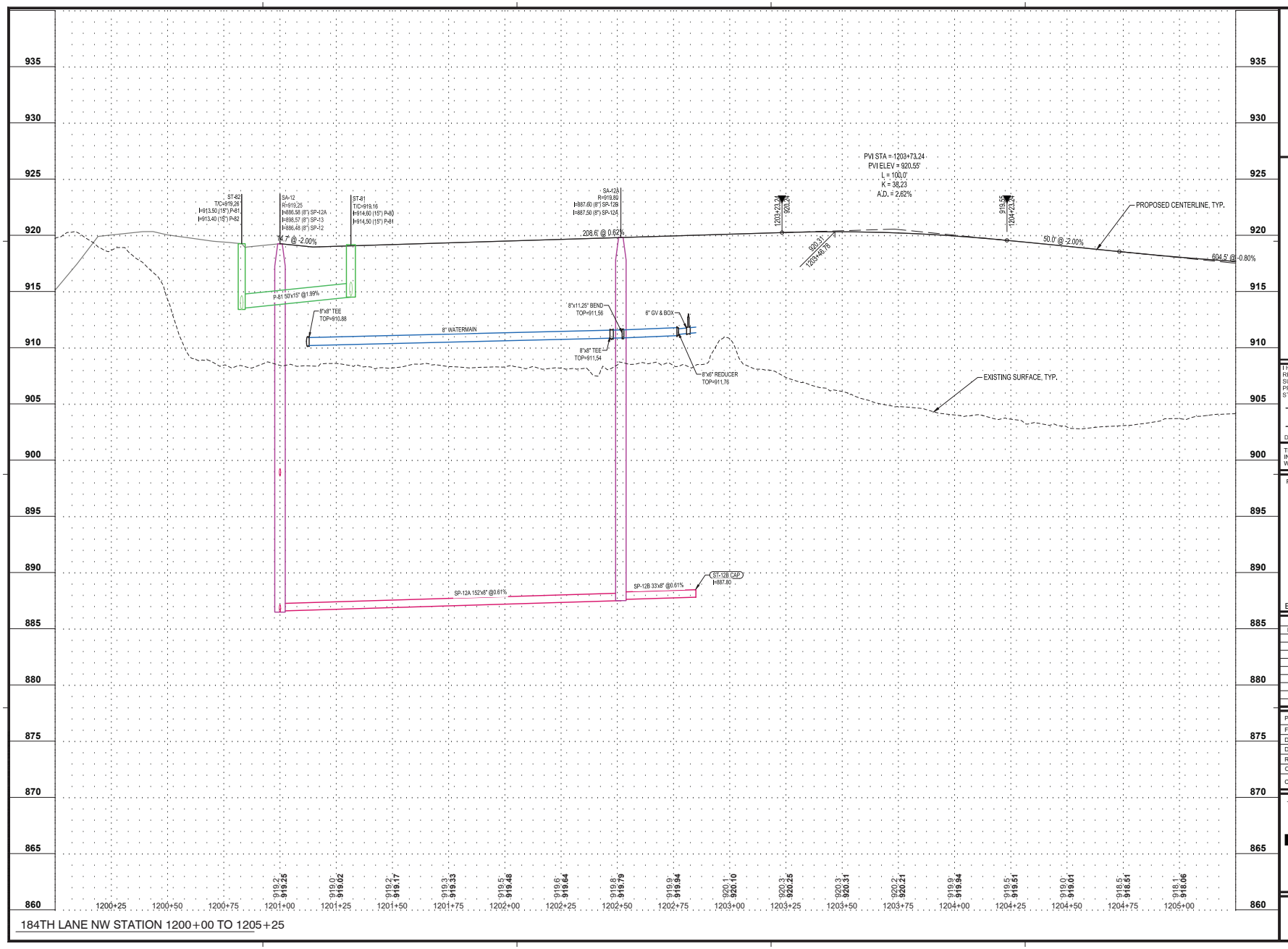

184TH LANE NW STATION 1200+00 TO 1205+25

ISG

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

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PROJECT NO.	25-26553
FILE NAME	26553 - 7.2 P&P - ROAD I (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

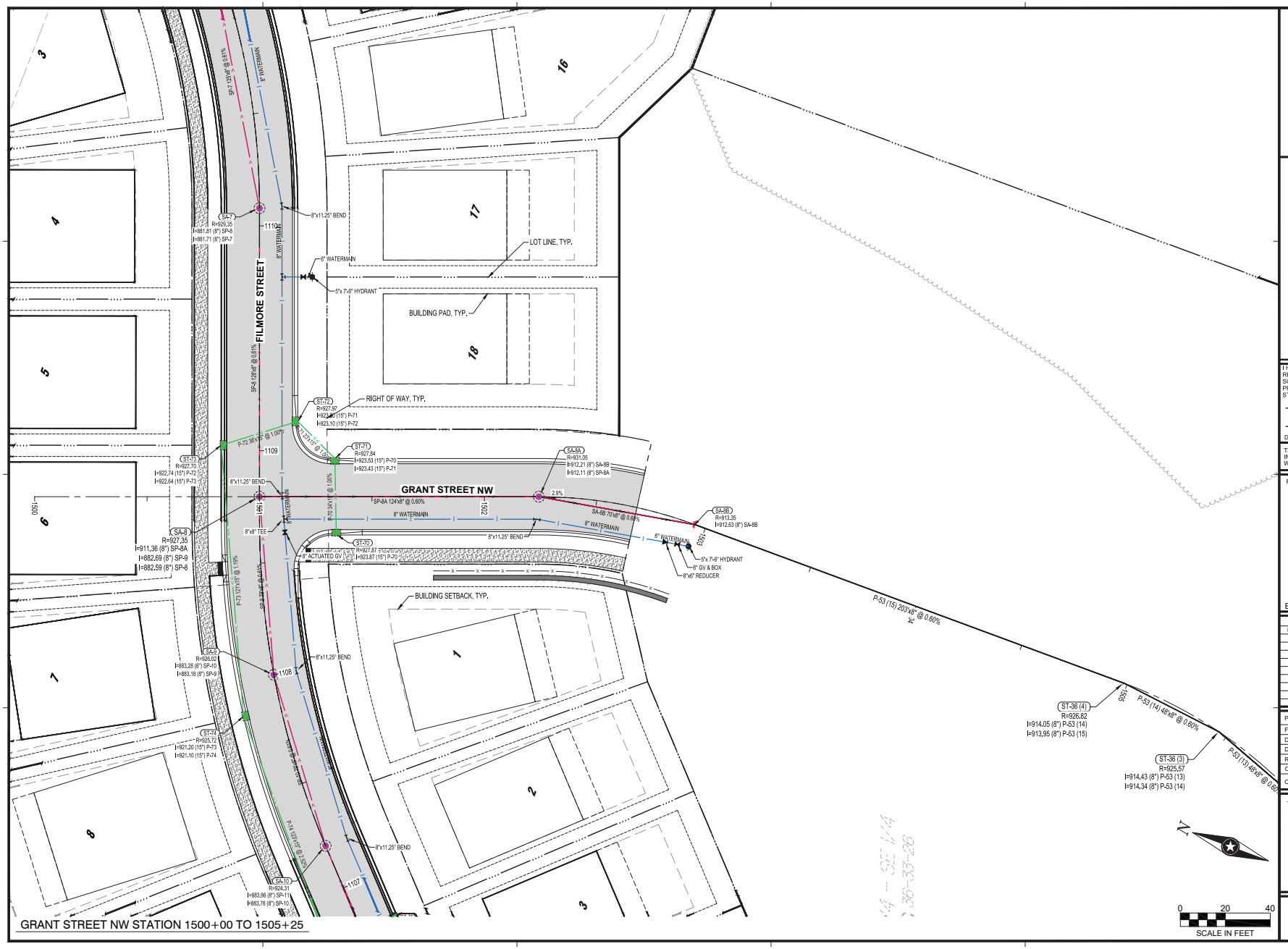
TITLE

PROFILE-D (184TH LANE NW)

SHEET

38

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



GRANT STREET NW STATION 1500+00 TO 1505+25

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PROJECT

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BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.3 P&P - ROAD L (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PLAN-E (GRANT STREET NW)

SHEET

39

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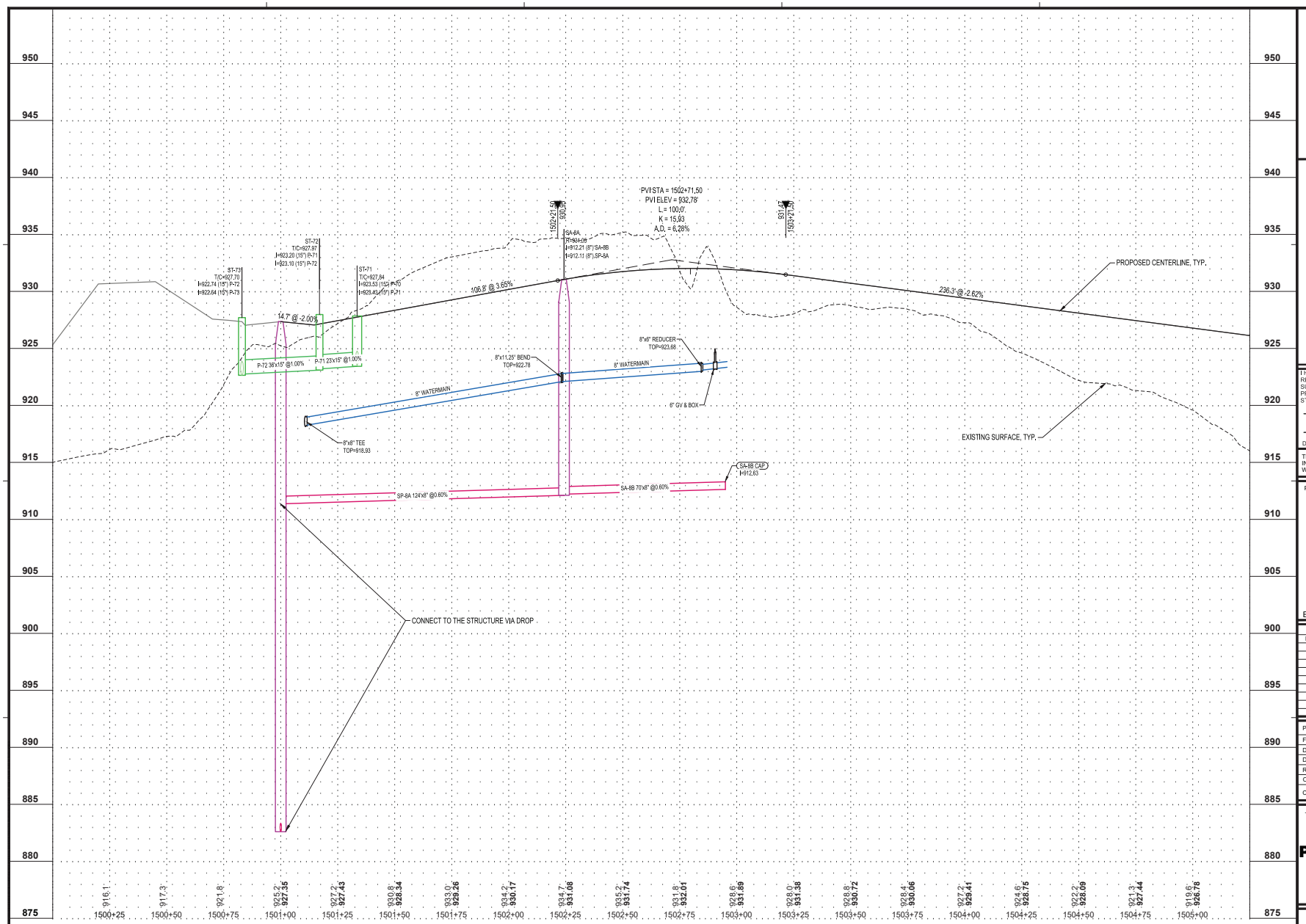

GRANT STREET NW STATION 1500+00 TO 1505+25

ISG

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ELK RIVER MINNESOTA

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DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

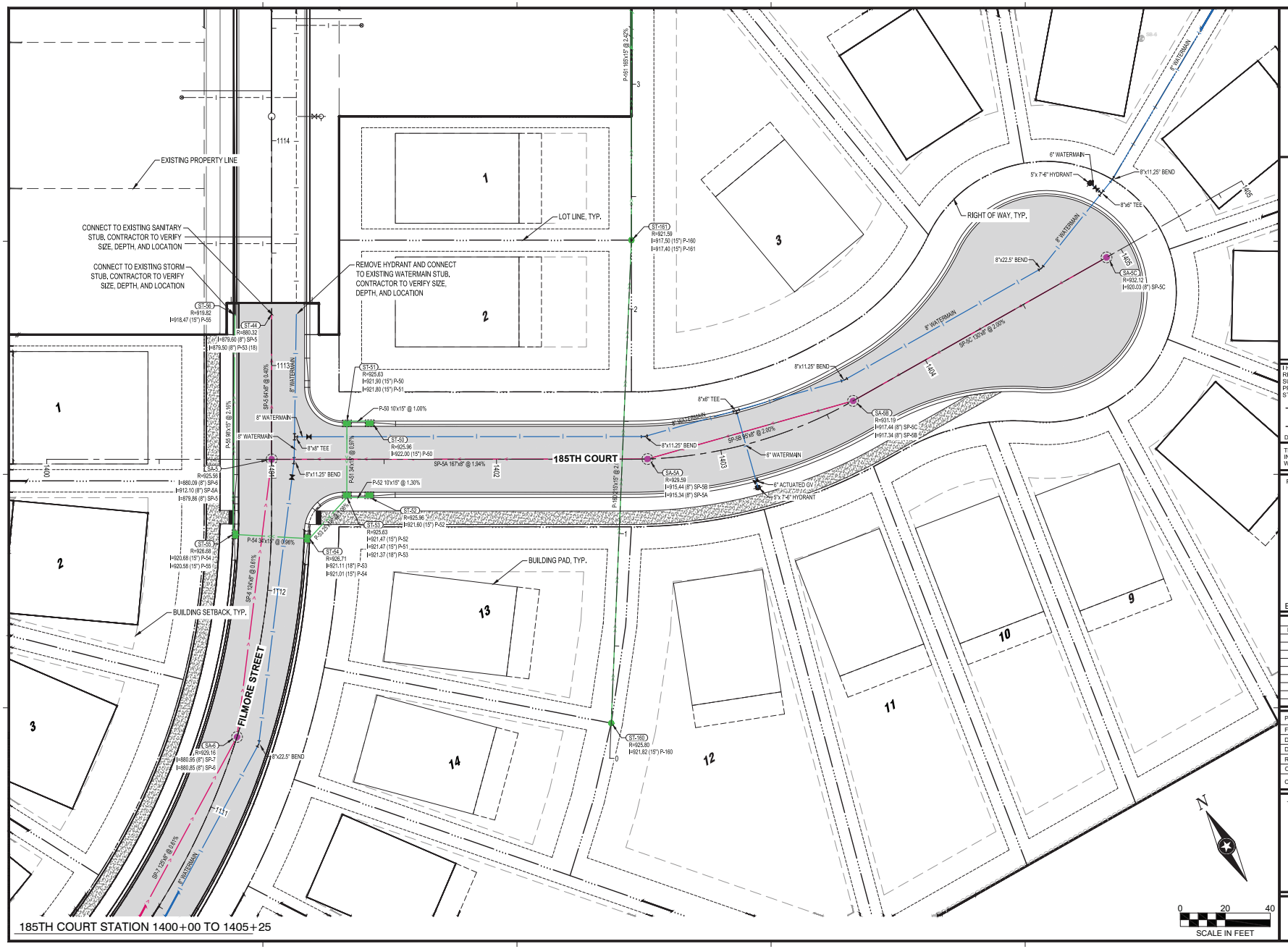
TITLE

PROFILE-E (GRANT STREET NW)

SHEET

40

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

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ELK RIVER MINNESOTA

REVISION SCHEDULE

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DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

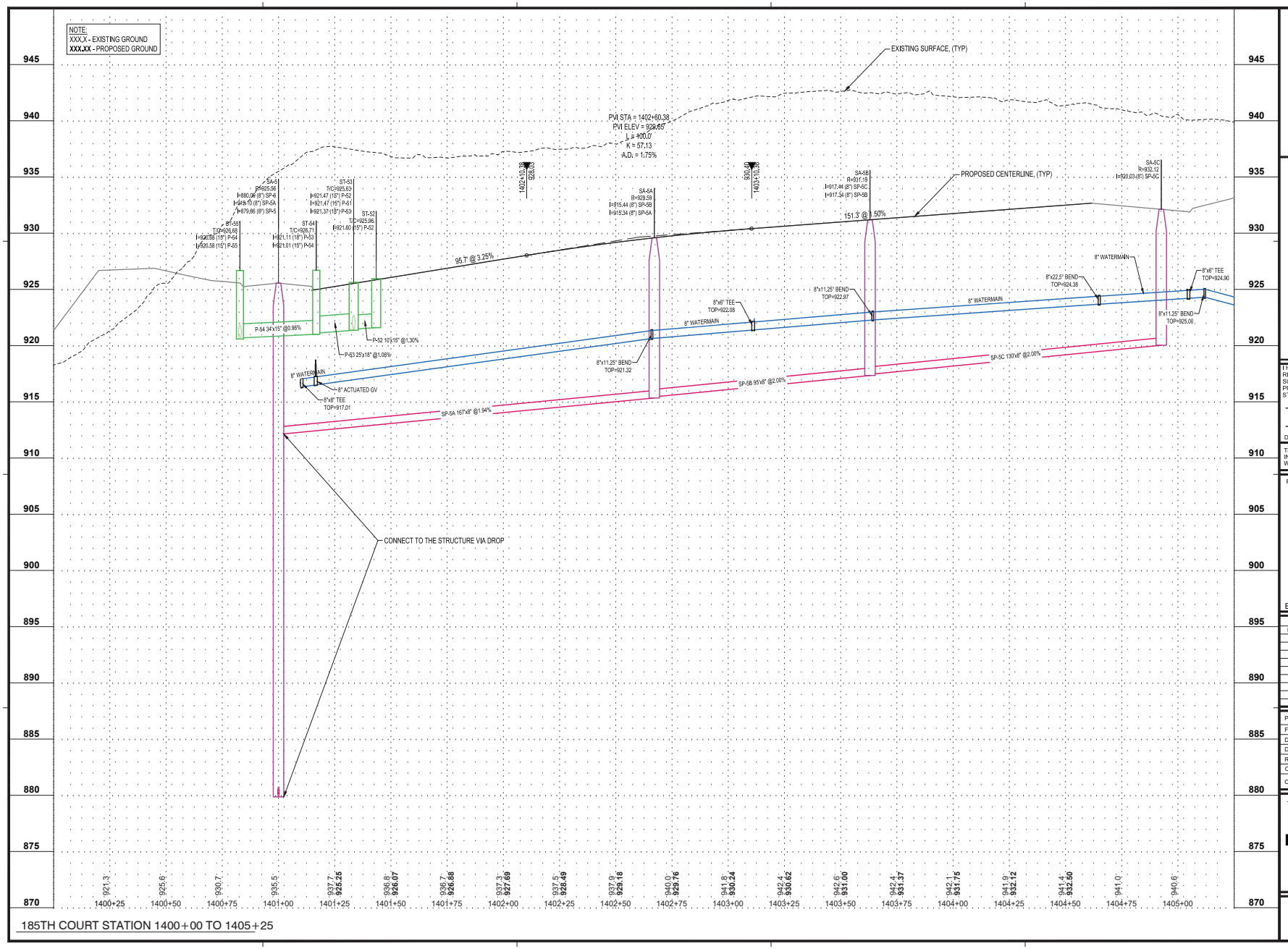
PLAN-F (185TH COURT NW)

SHEET

41

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



185TH COURT STATION 1400+00 TO 1405+25

ISG

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ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PROFILE-F (185TH COURT NW)

SHEET

42

OF 41

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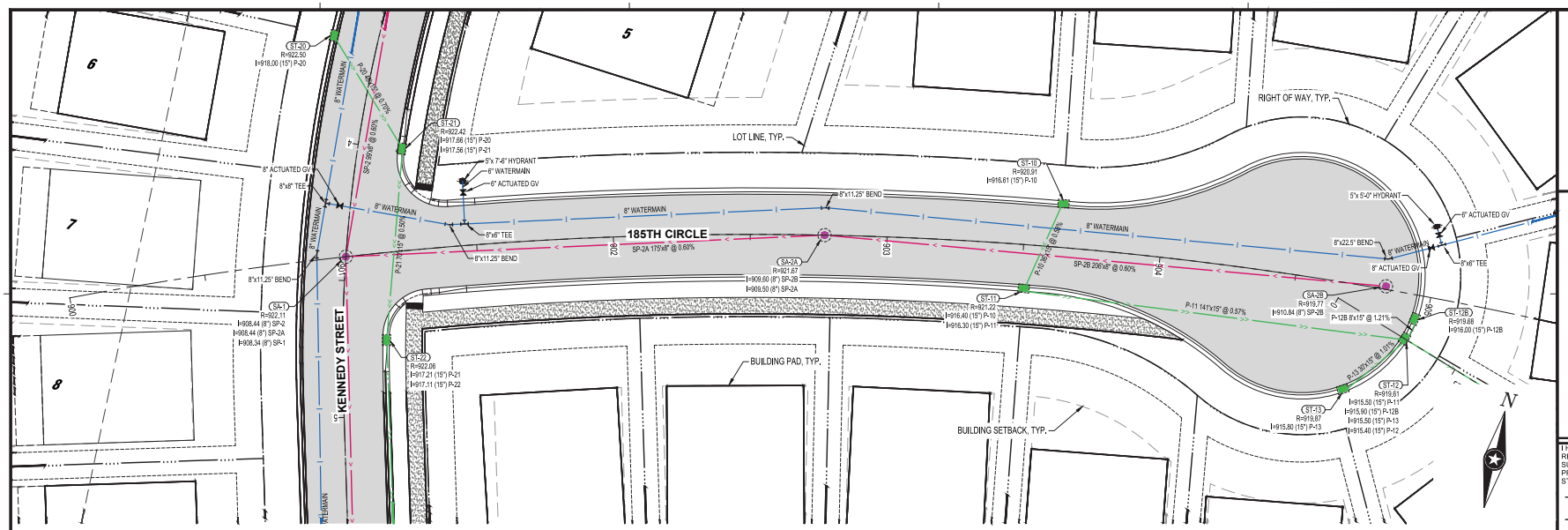
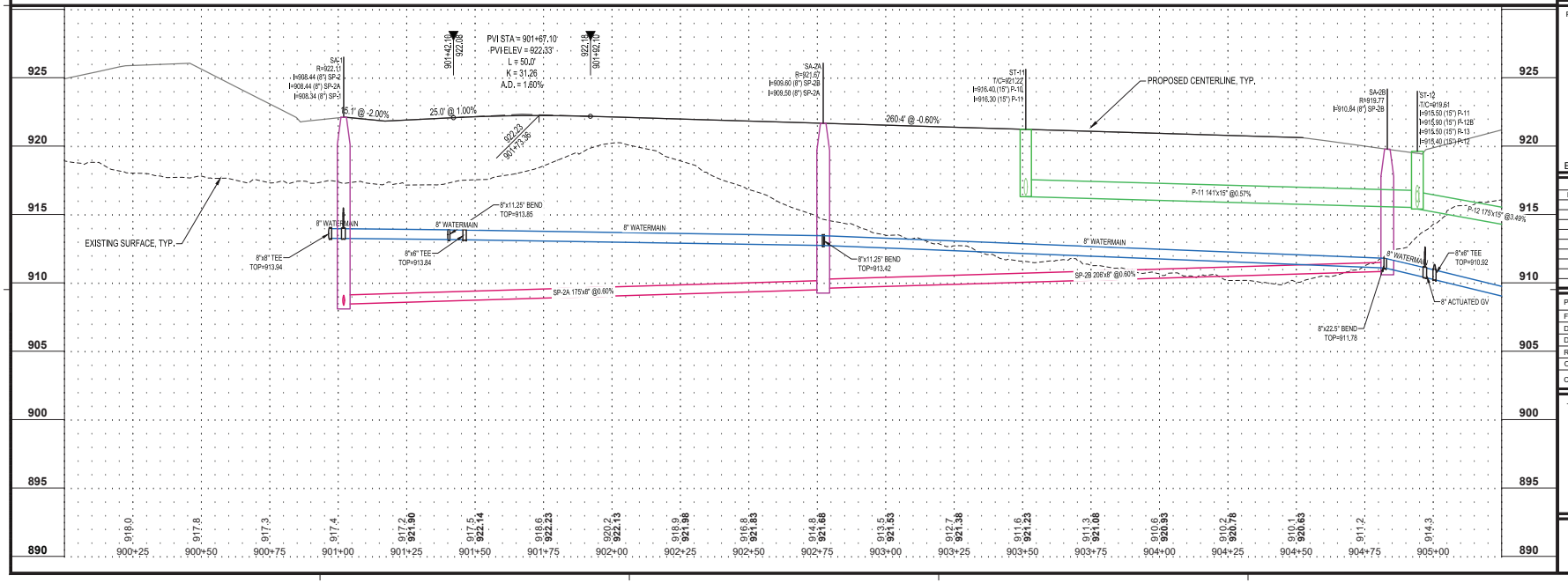


185TH CIRCLE STATION 900+00 TO 205+25



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JERREMY D. FOSS

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.6 P&P - 185TH CIRCLE (P3
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

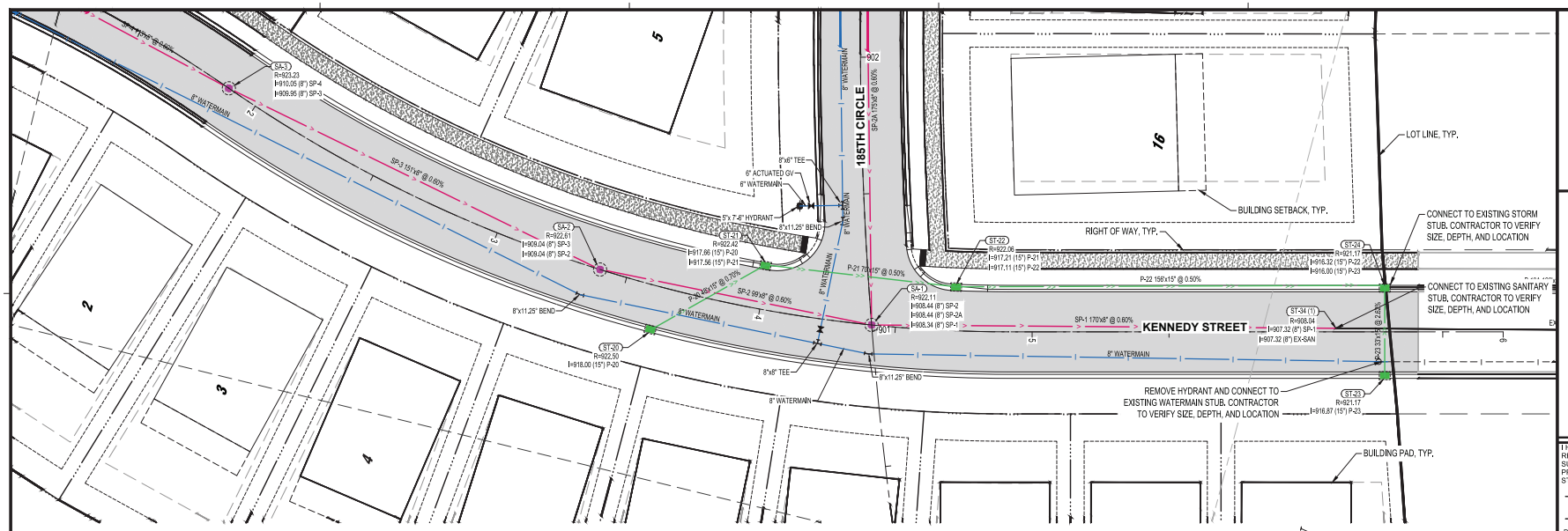
PLAN & PROFILE (185TH CIRCLE)

SHEET

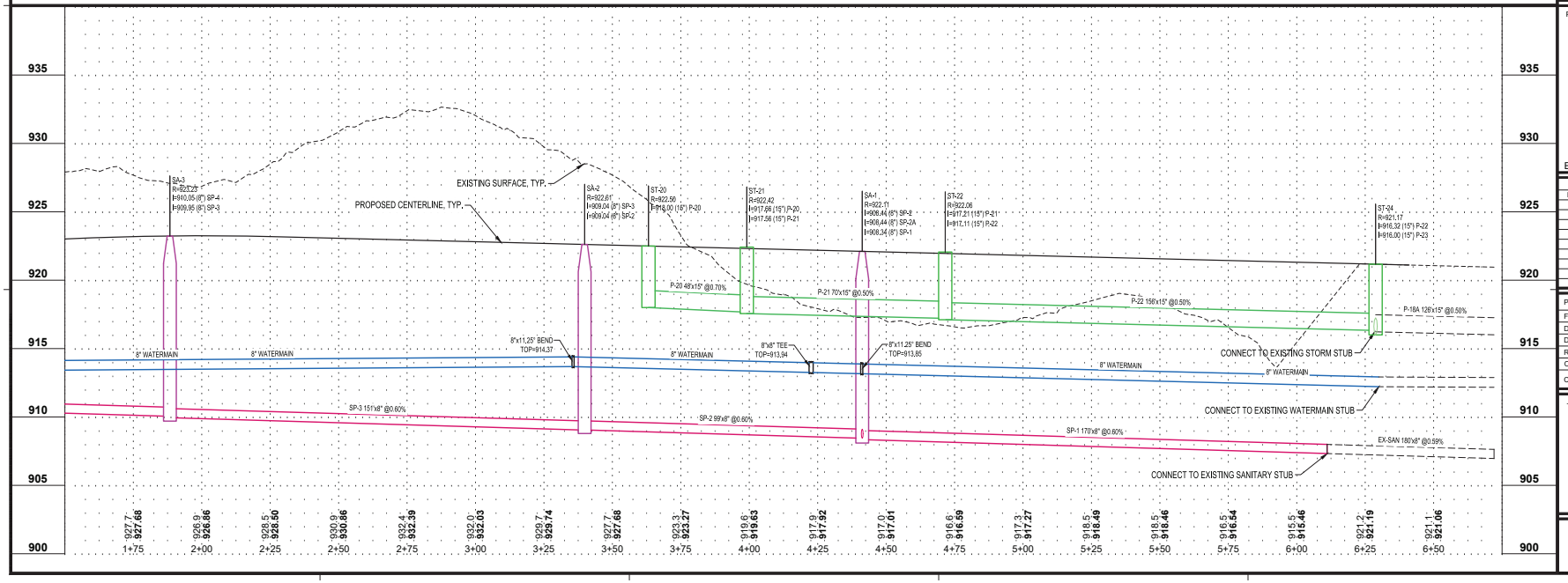
43

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



KENNEDY ST STATION 209+25 TO 214+50



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PLAN & PROFILE (KENNEDY)

SHEET

44

OF 41

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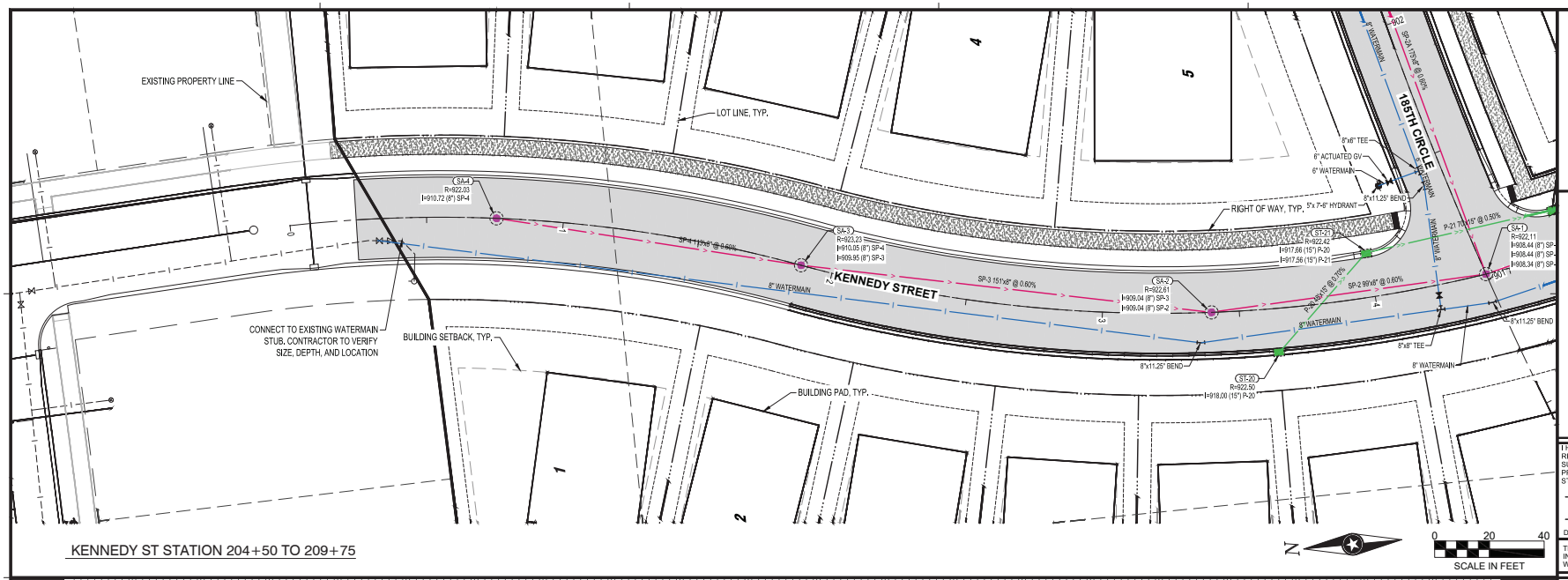

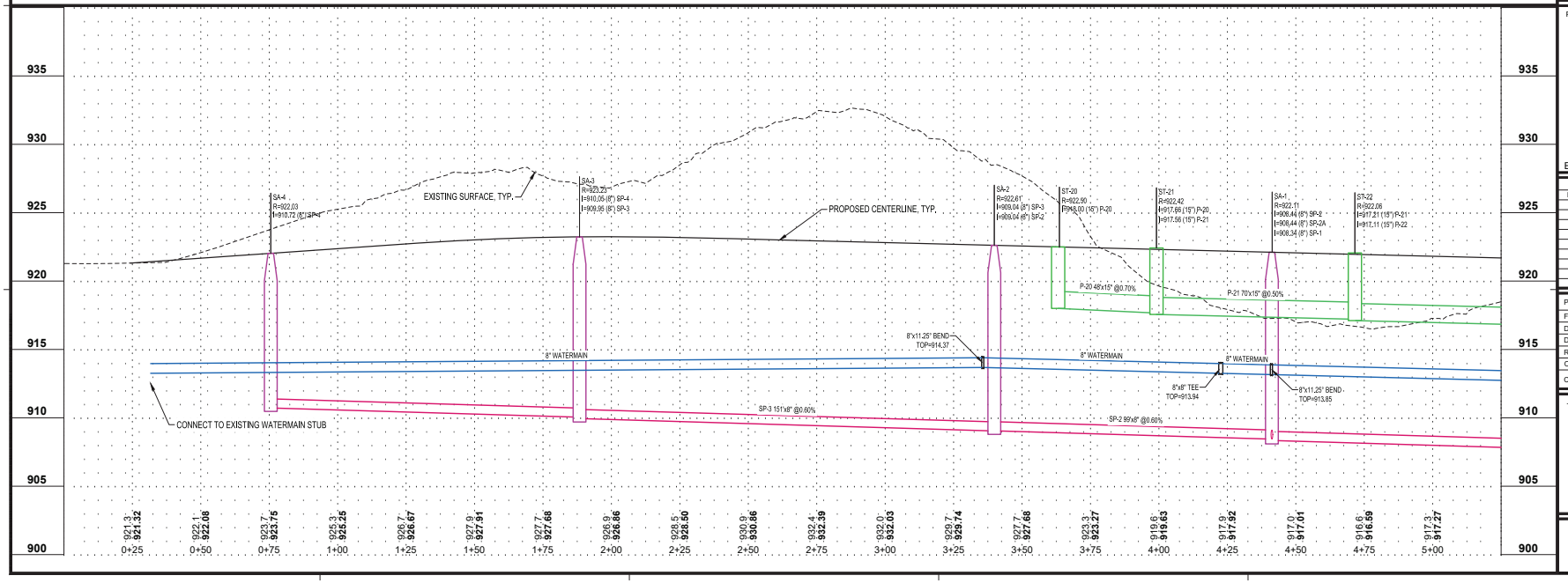

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

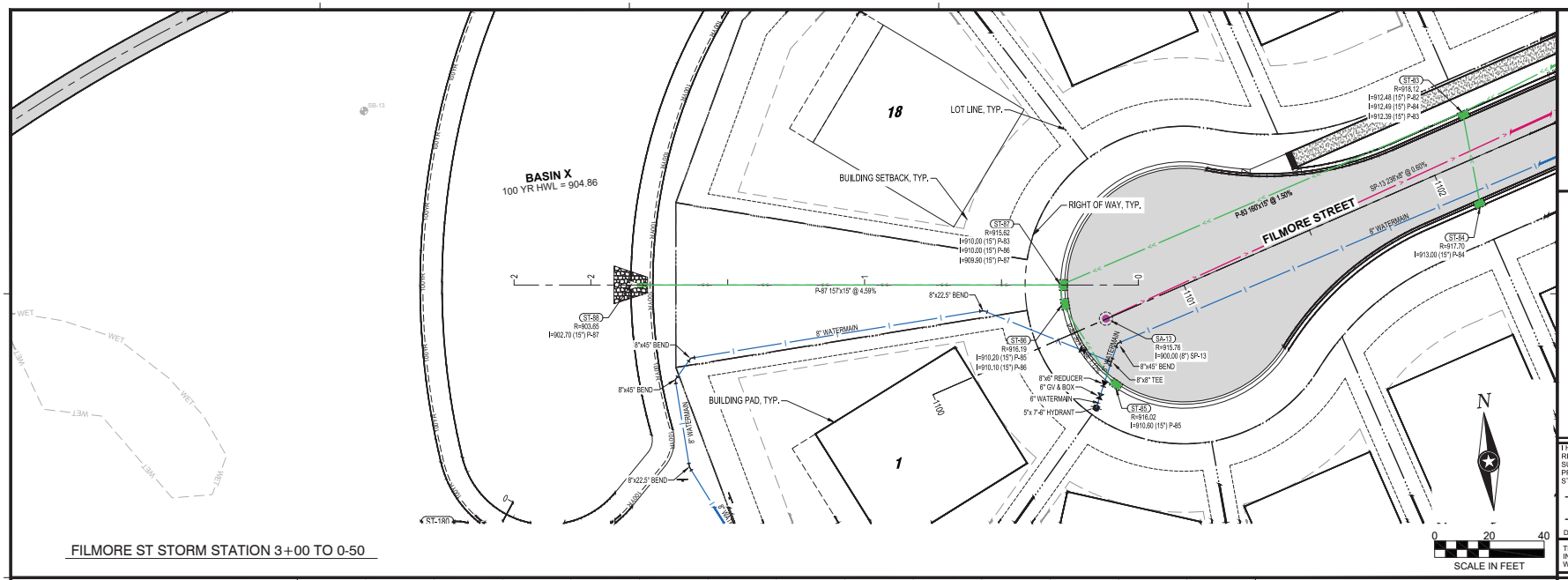
PLAN & PROFILE (KENNEDY)

SHEET

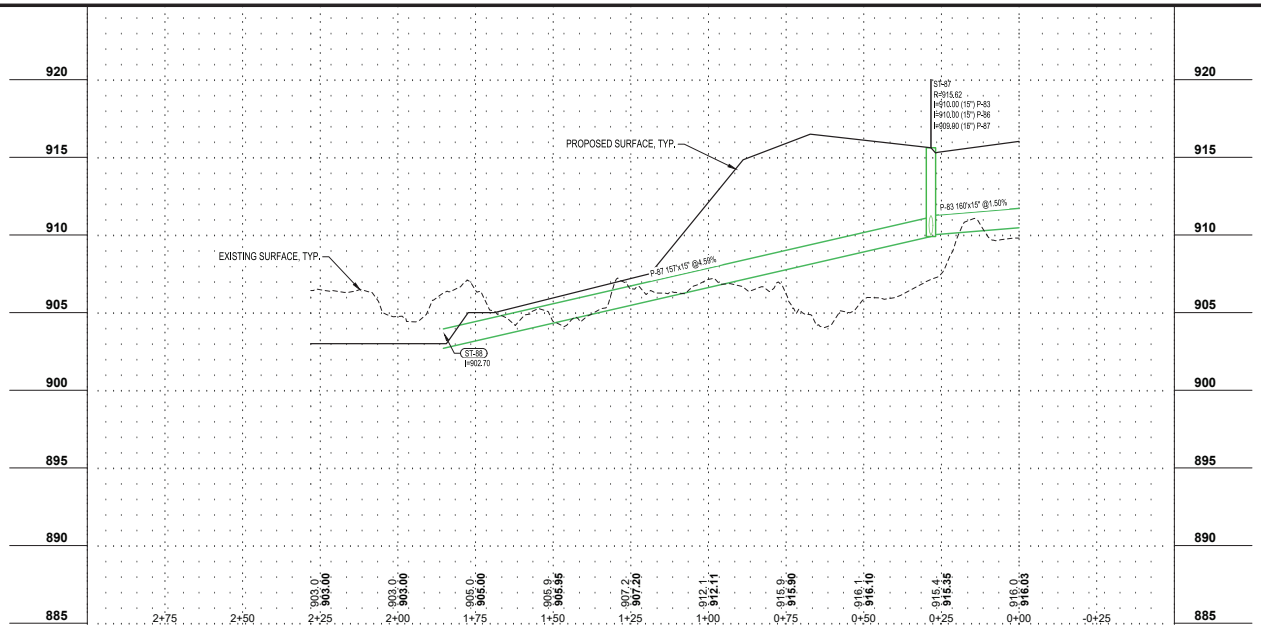
45

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



FILMORE ST STORM STATION 3+00 TO 0-50



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

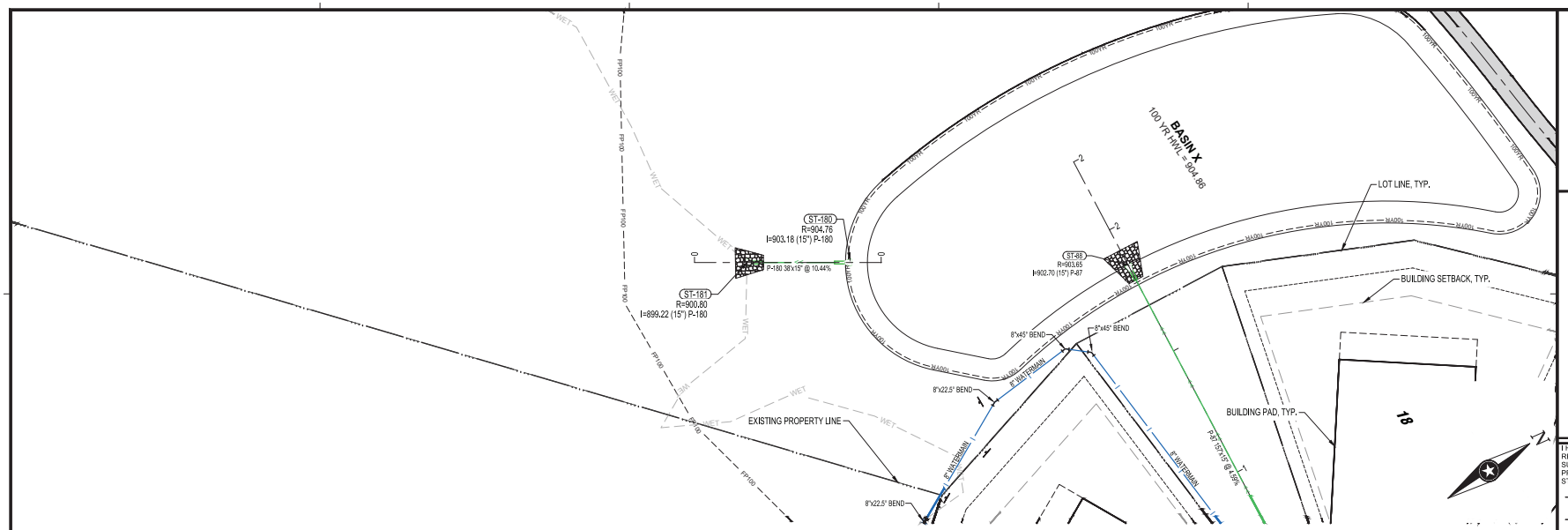
PLAN & PROFILE (STORM 1)

SHEET

46

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION


BASIN X
100 YR HWL = 904.66
LOT LINE, TYP.
BUILDING SETBACK, TYP.
BUILDING PAD, TYP.
EXISTING PROPERTY LINE
ST-180
R=904.76
I=903.18 (15") P-180
ST-181
R=900.80
I=899.22 (15") P-180
P-180 38'x15" @ 10.44%
ST-90
R=903.65
I=902.70 (15") P-87
8"x45° BEND
8"x22.5° BEND
8" WATERMAIN
P-87 15"x15" @ 4.29%
MH001
MH002
MH003
MH004
MH005
MH006
MH007
MH008
MH009
MH010
MH011
MH012
MH013
MH014
MH015
MH016
MH017
MH018
MH019
MH020
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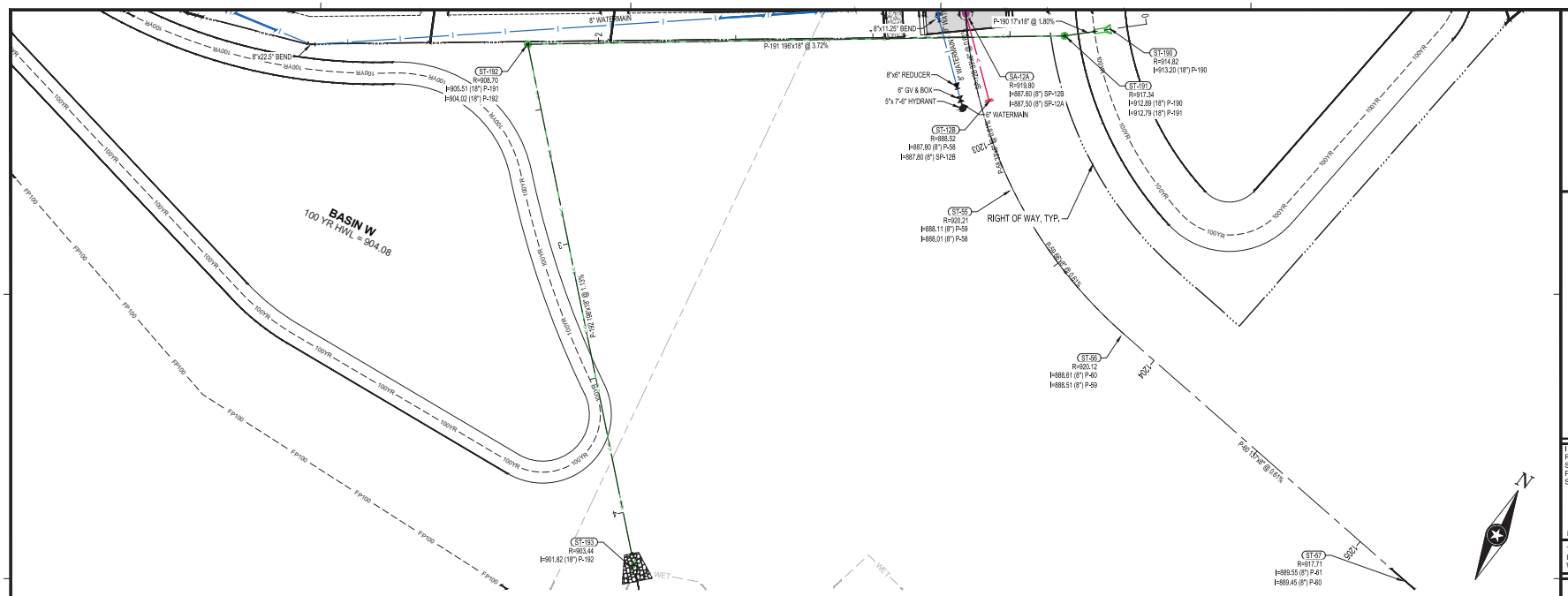
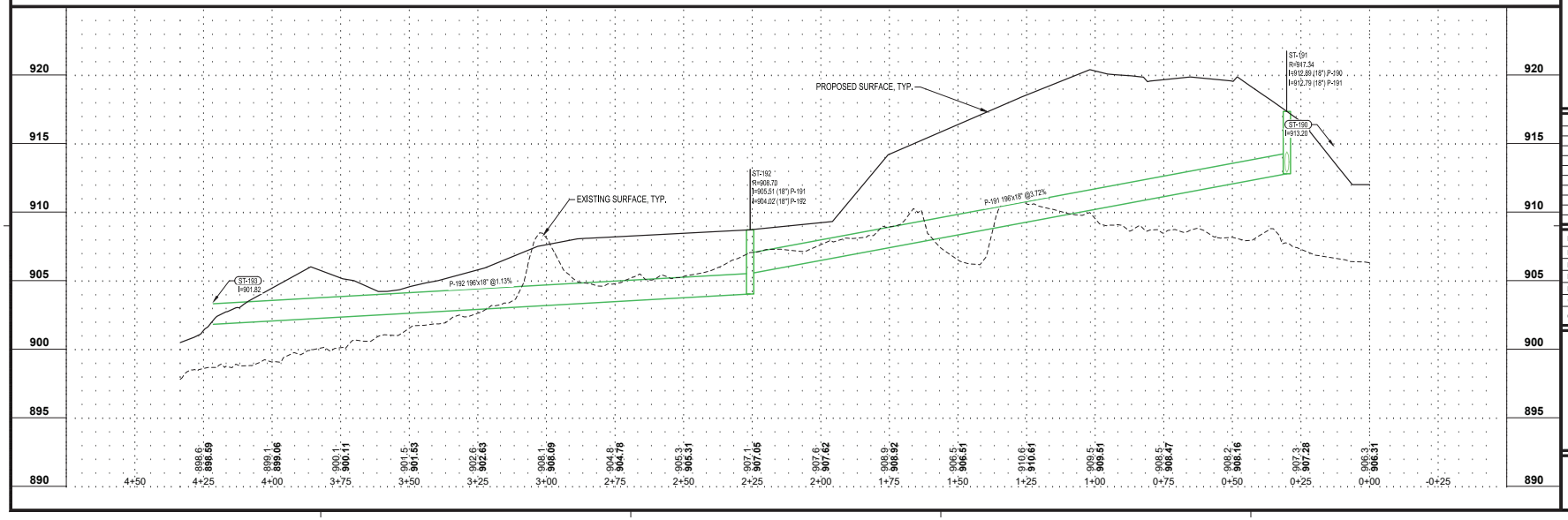


184TH LANE STORM STATION 4+75 TO 0-50



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

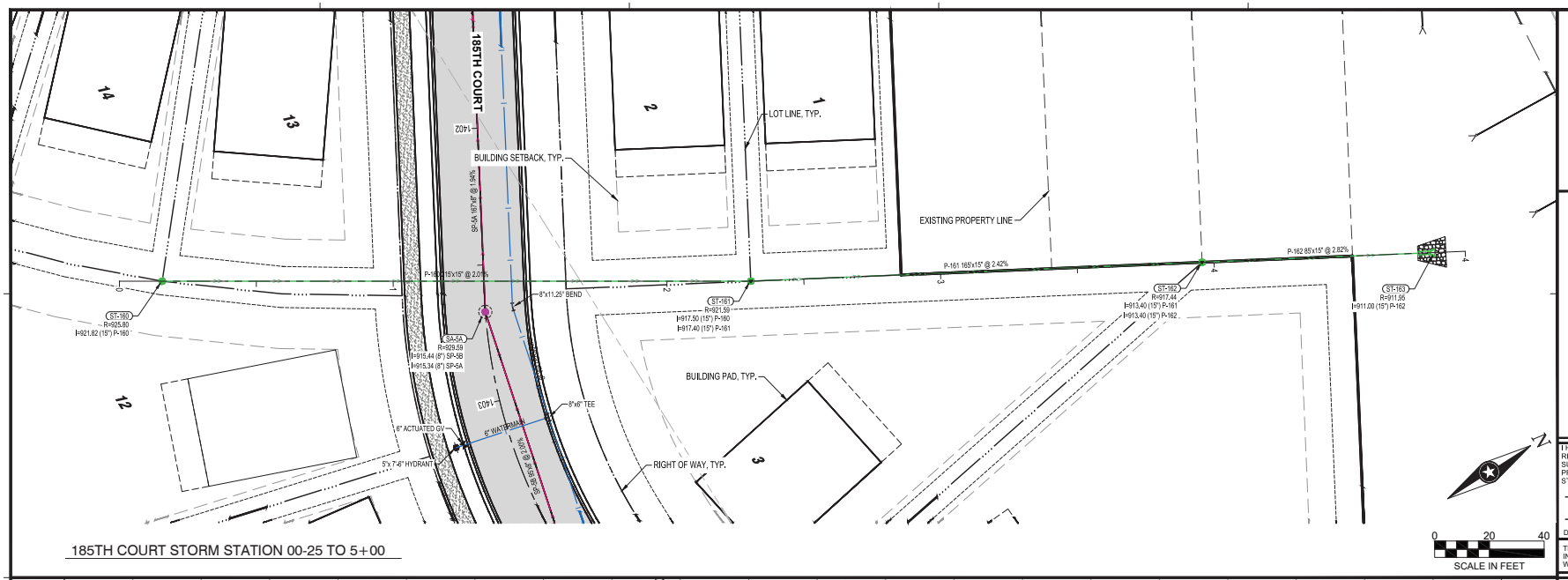
PLAN & PROFILE (STORM 3)

SHEET

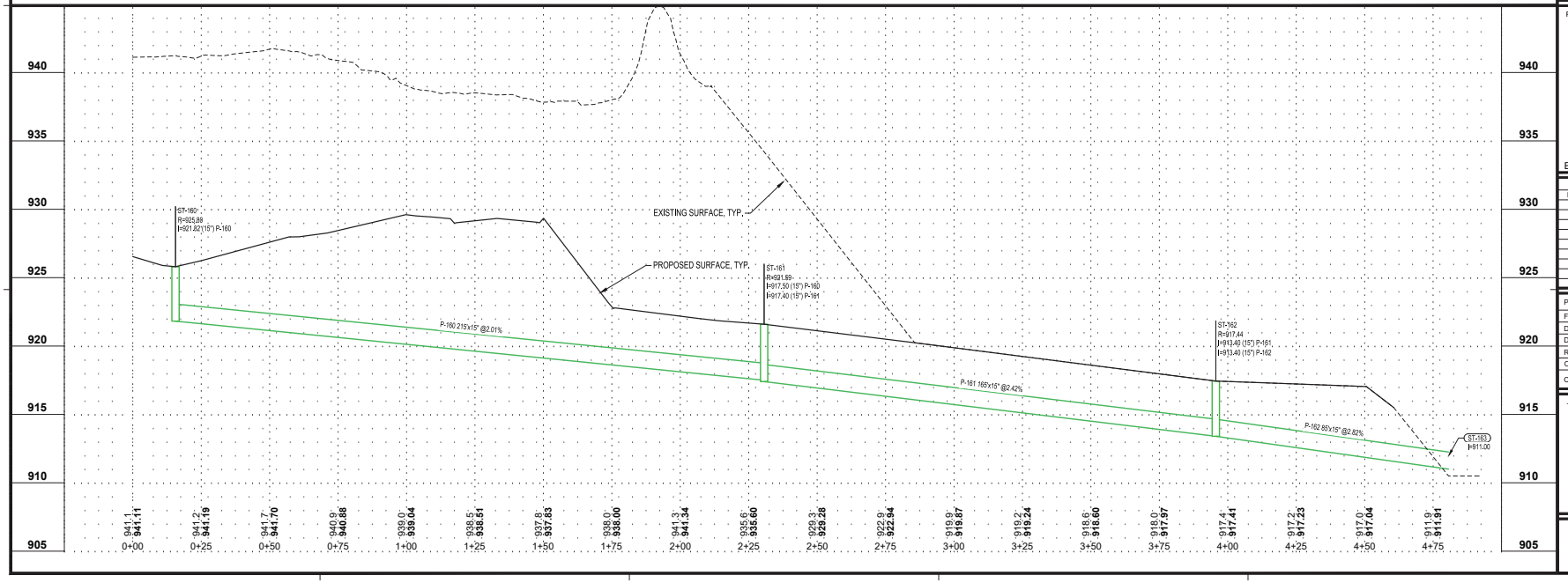
48

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



185TH COURT STORM STATION 00-25 TO 5+00



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

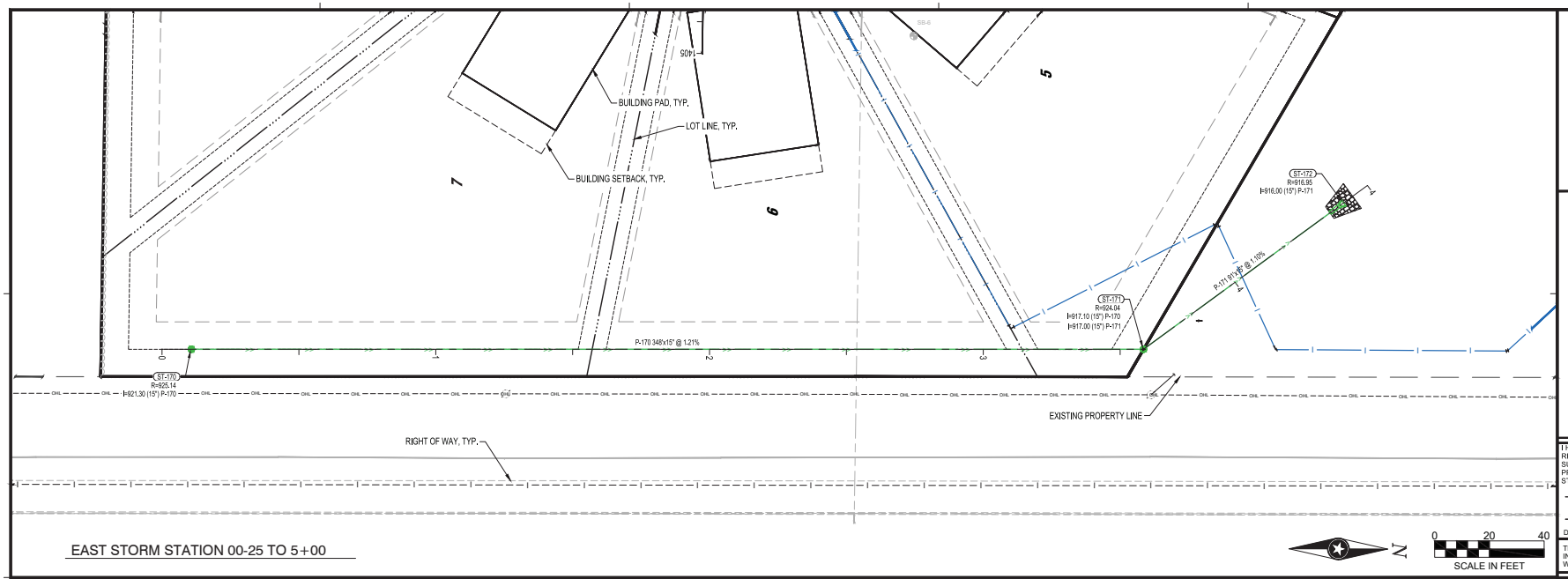
PLAN & PROFILE (STORM 4)

SHEET

49

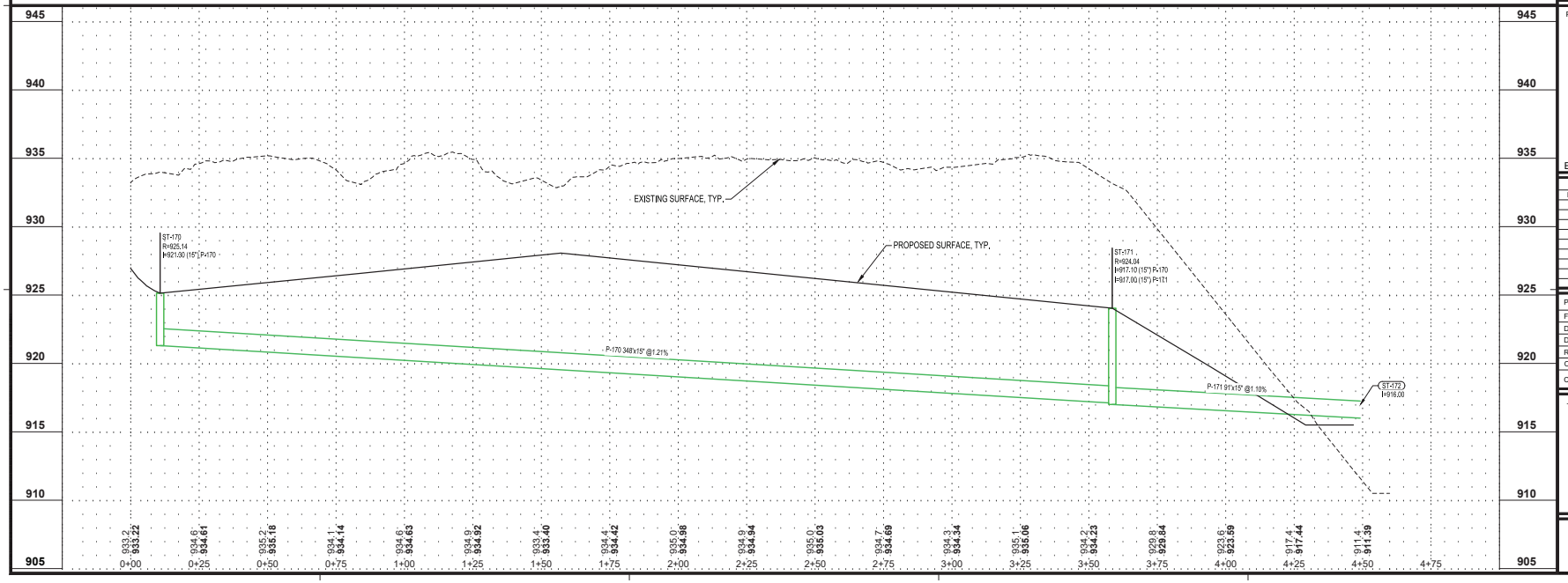
OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



EAST STORM STATION 00-25 TO 5+00

SCALE IN FEET 0 20 40



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PLAN & PROFILE (STORM 5)

SHEET

50 OF 41

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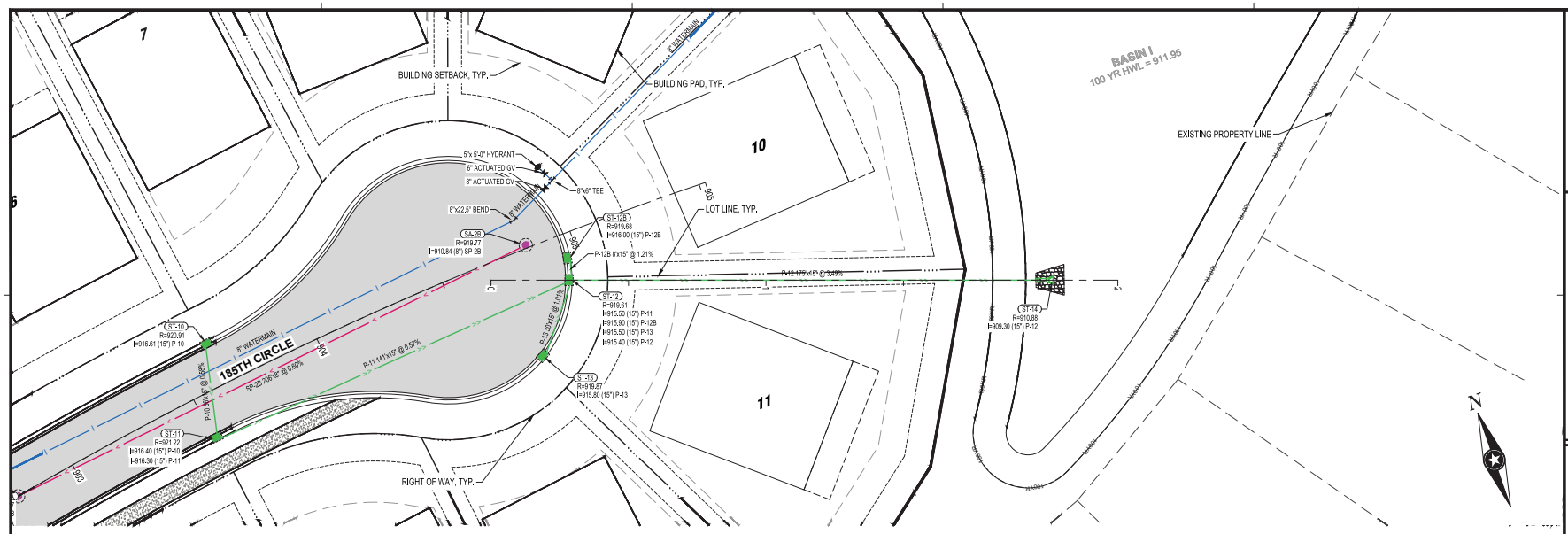
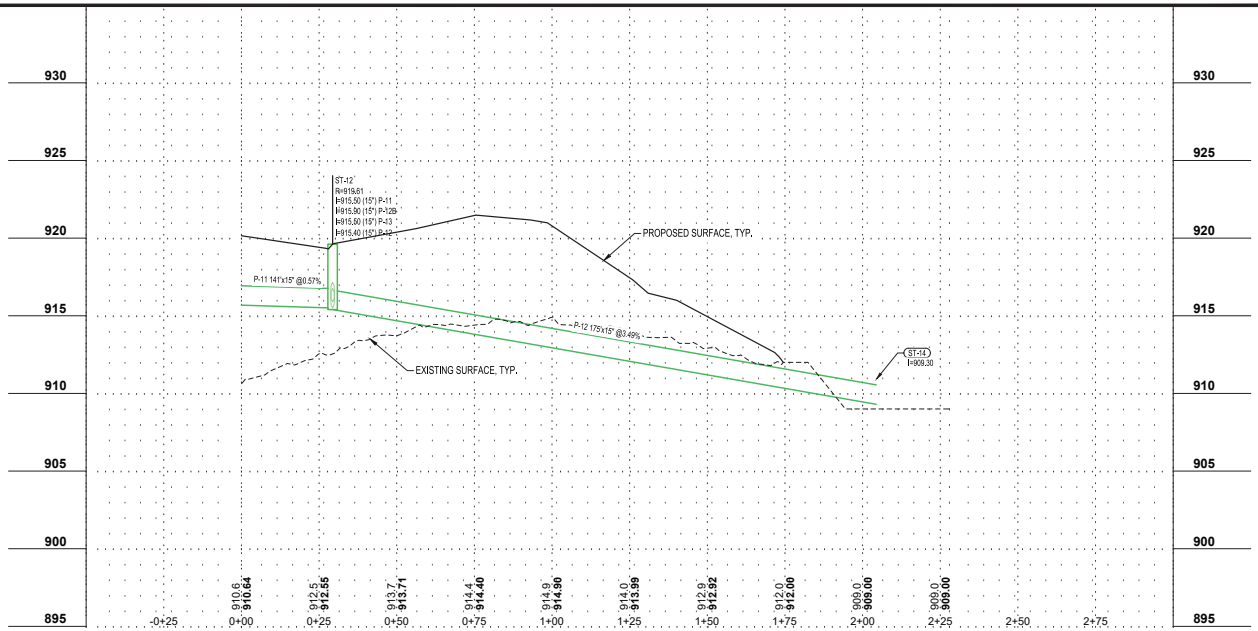
PRELIMINARY NOT FOR CONSTRUCTION



185TH CIRCLE STORM STATION 00-50 TO 3+00



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.5 P&P - KENNEDY ST (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

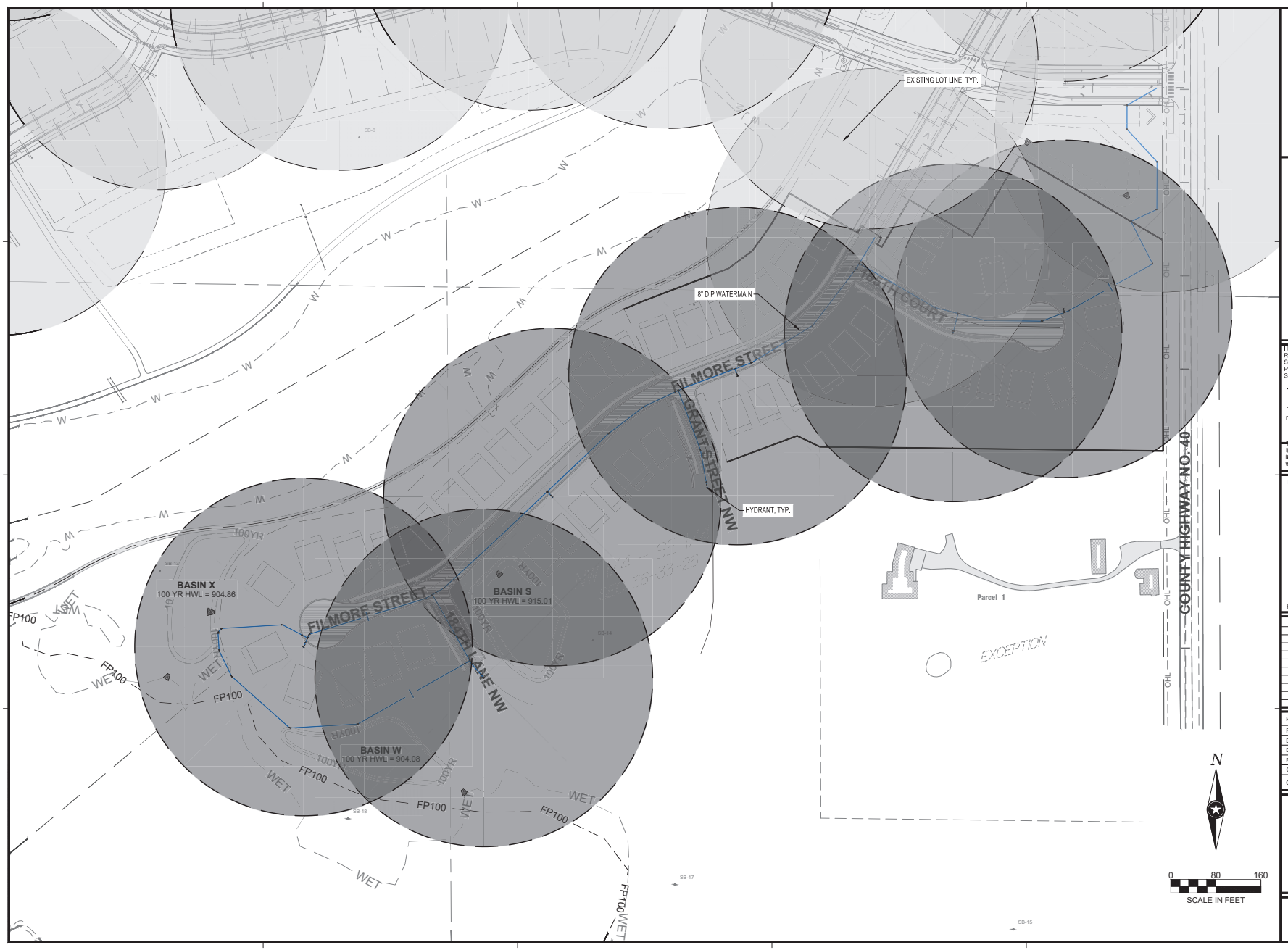
PLAN & PROFILE (STORM 6)

SHEET

51

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 6.1 HYDRANT (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

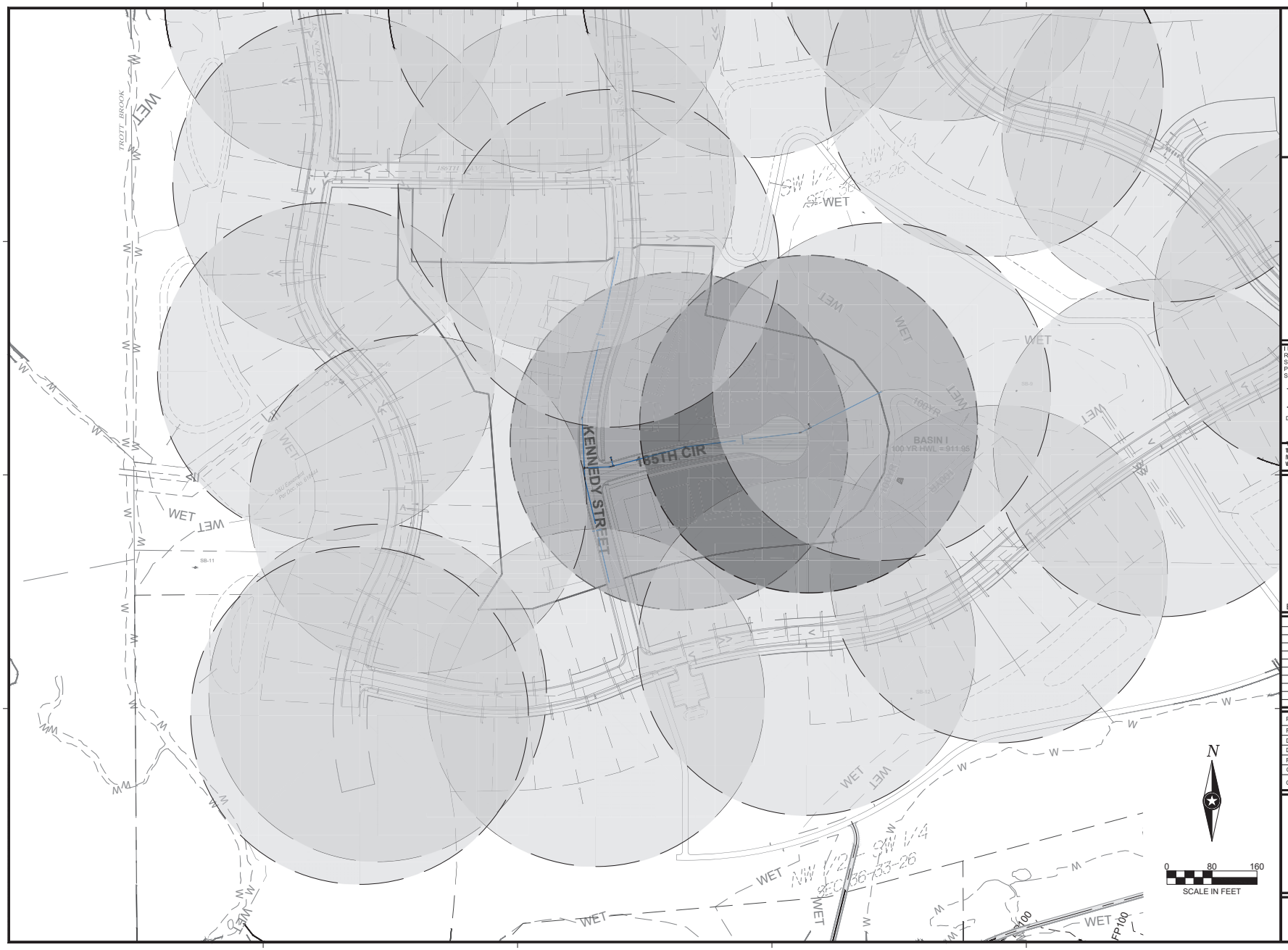
HYDRANT COVERAGE PLAN EAST

SHEET

52

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 6.1 HYDRANT (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

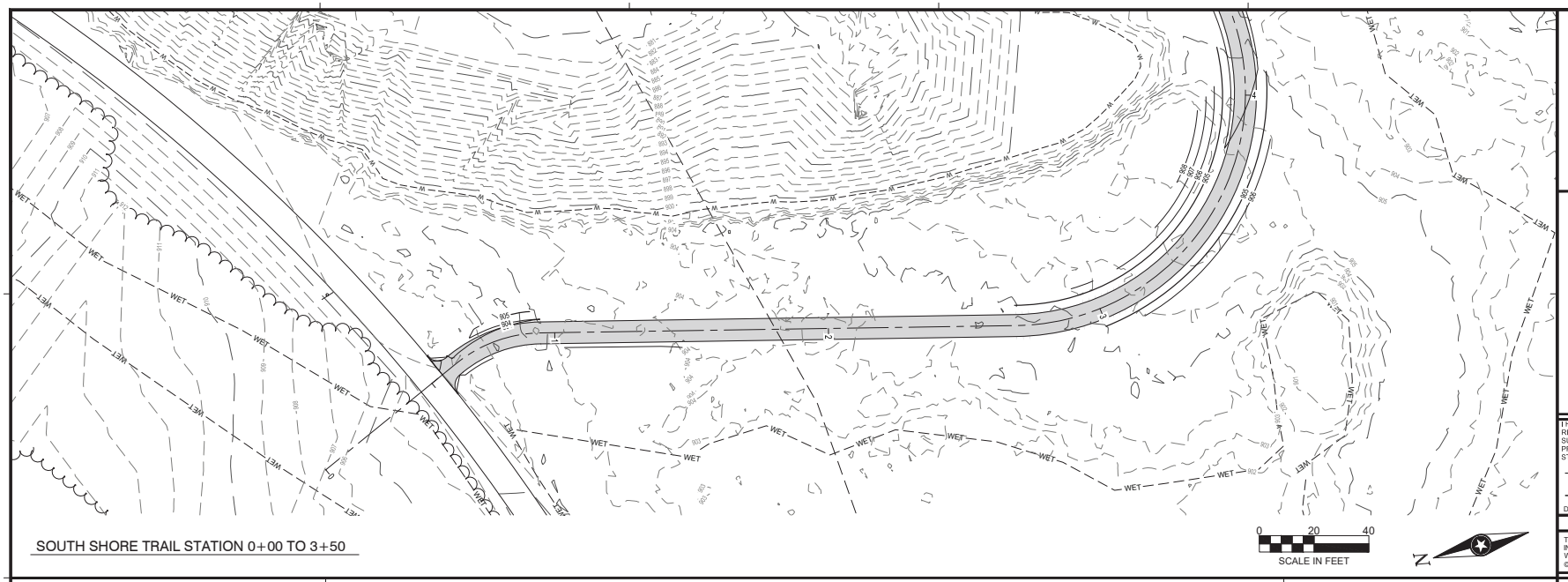
TITLE

HYDRANT COVERAGE PLAN WEST

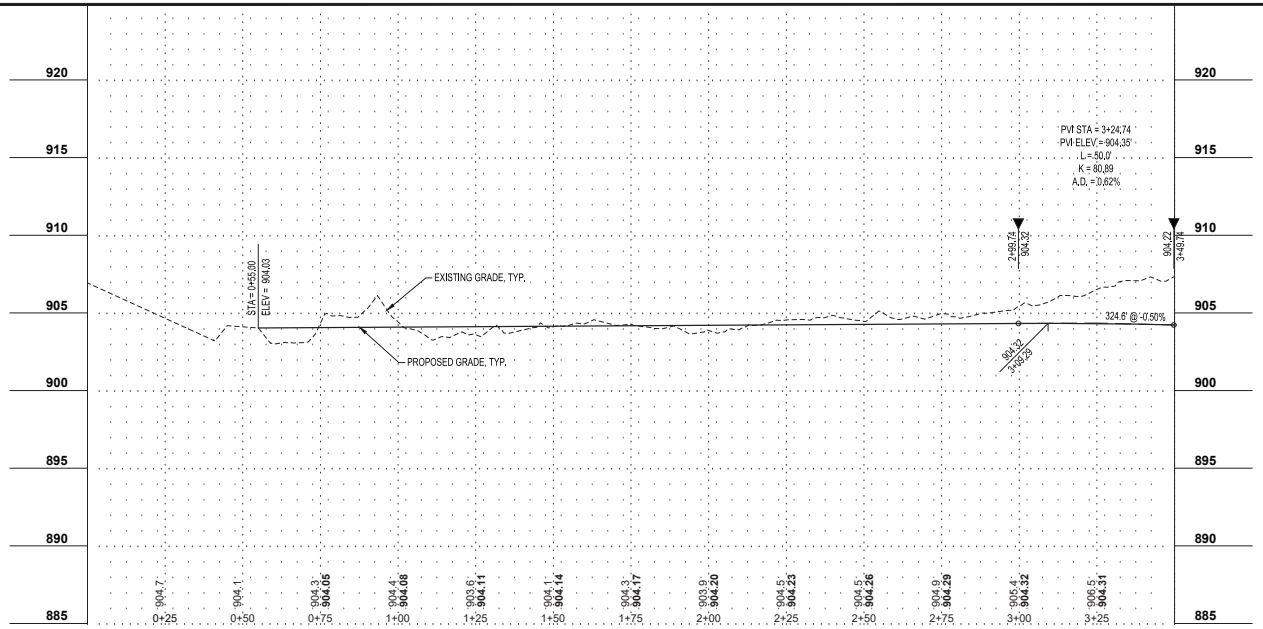
SHEET

53 OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



SOUTH SHORE TRAIL STATION 0+00 TO 3+50



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.8 P&P - TRAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

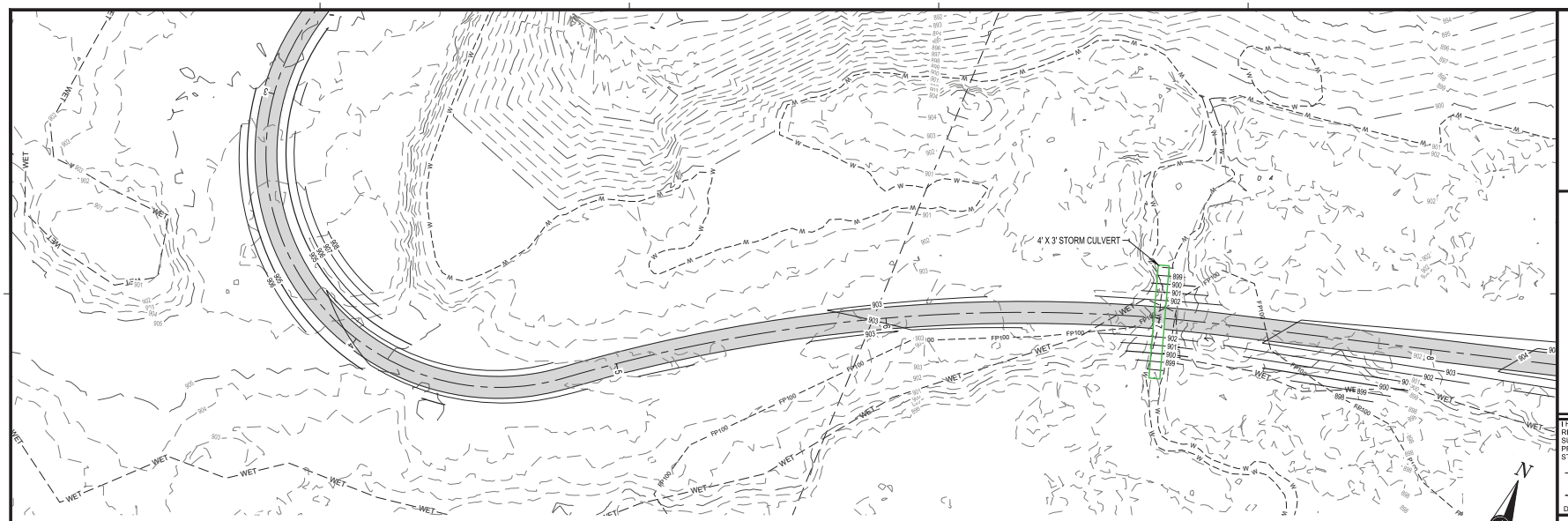
TITLE

PLANNED TRAIL CONSTRUCTION

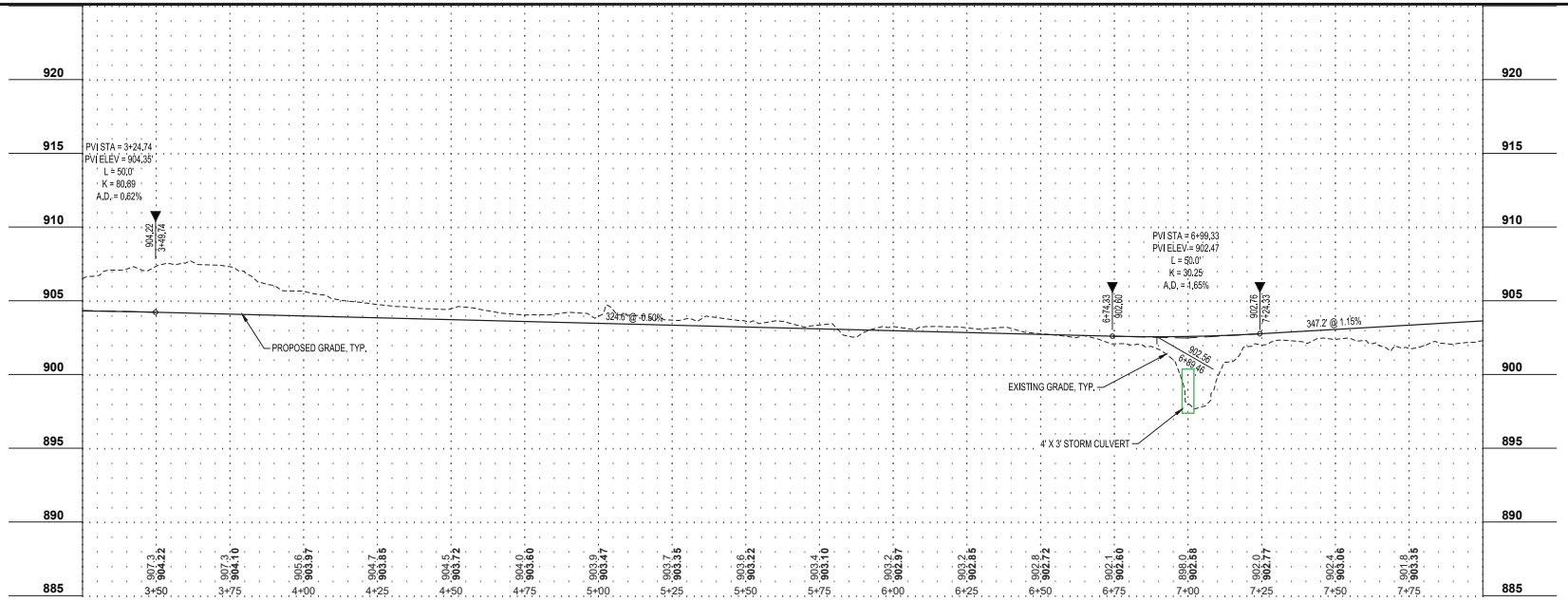
SHEET

54

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



SOUTH SHORE TRAIL STATION 3+25 TO 8+00



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.8 P&P - TRAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

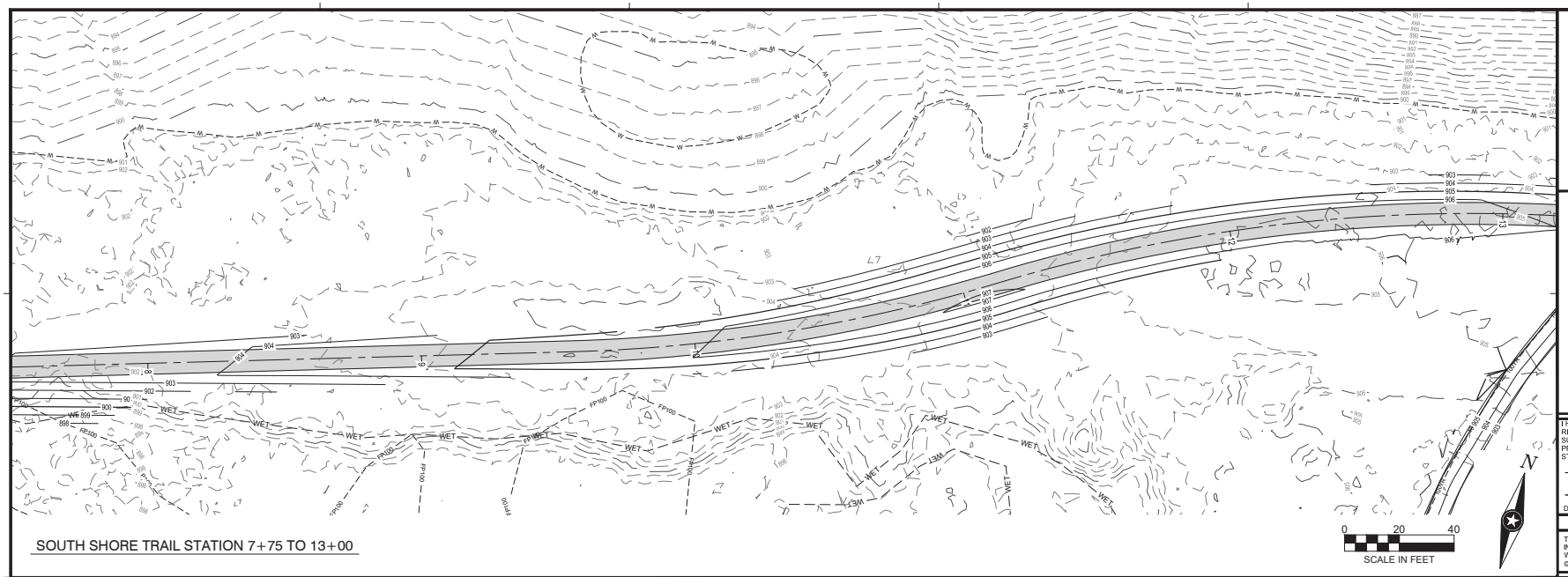
PLANNED TRAIL CONSTRUCTION

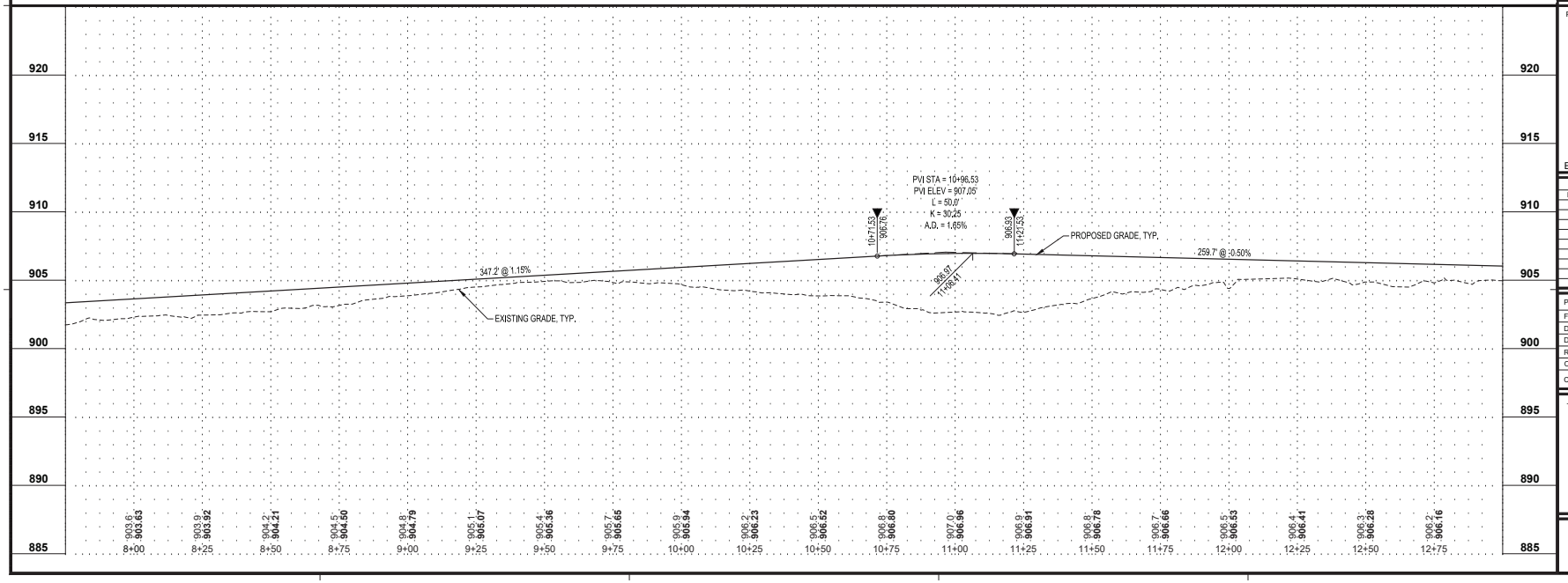
SHEET

55

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION





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JERREMY D. FOSS

DATE 2026-04-27 LIC. NO. 55871

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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT (PHASE 3) (GRADING)

ELK RIVER MINNESOTA

REVISION SCHEDULE

DATE	DESCRIPTION	BY

PROJECT NO.	25-26553
FILE NAME	26553 - 7.8 P&P - TRAILS (P3)
DRAWN BY	DWG, MEB
DESIGNED BY	DWG, MEB
REVIEWED BY	JDF
ORIGINAL ISSUE DATE	--/--/--
CLIENT PROJECT NO.	-

TITLE

PLANNED TRAIL CONSTRUCTION

SHEET

56

OF 41

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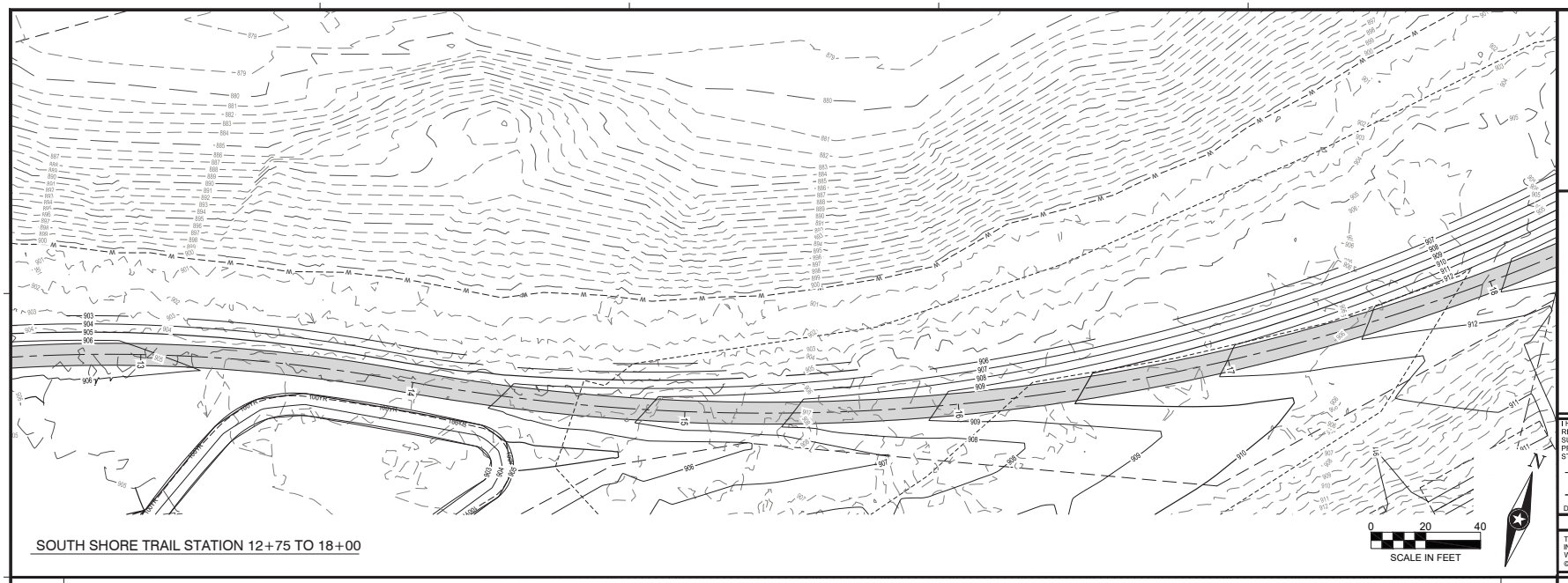

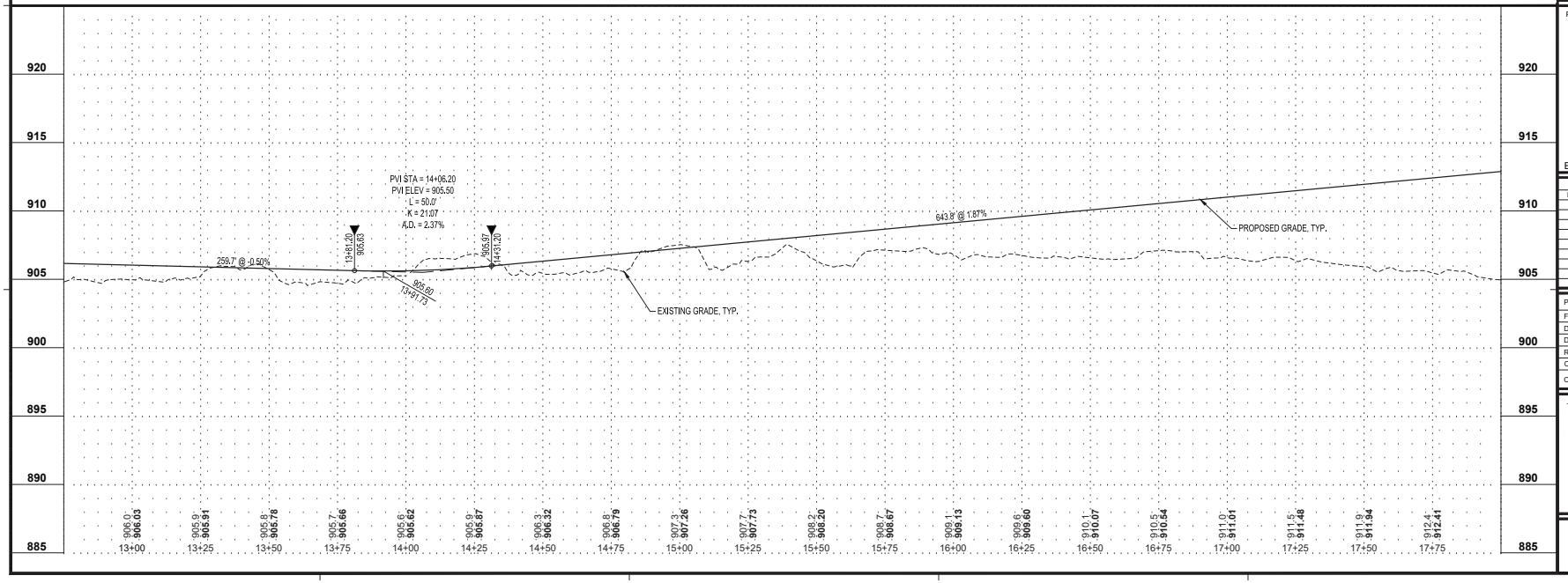

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57

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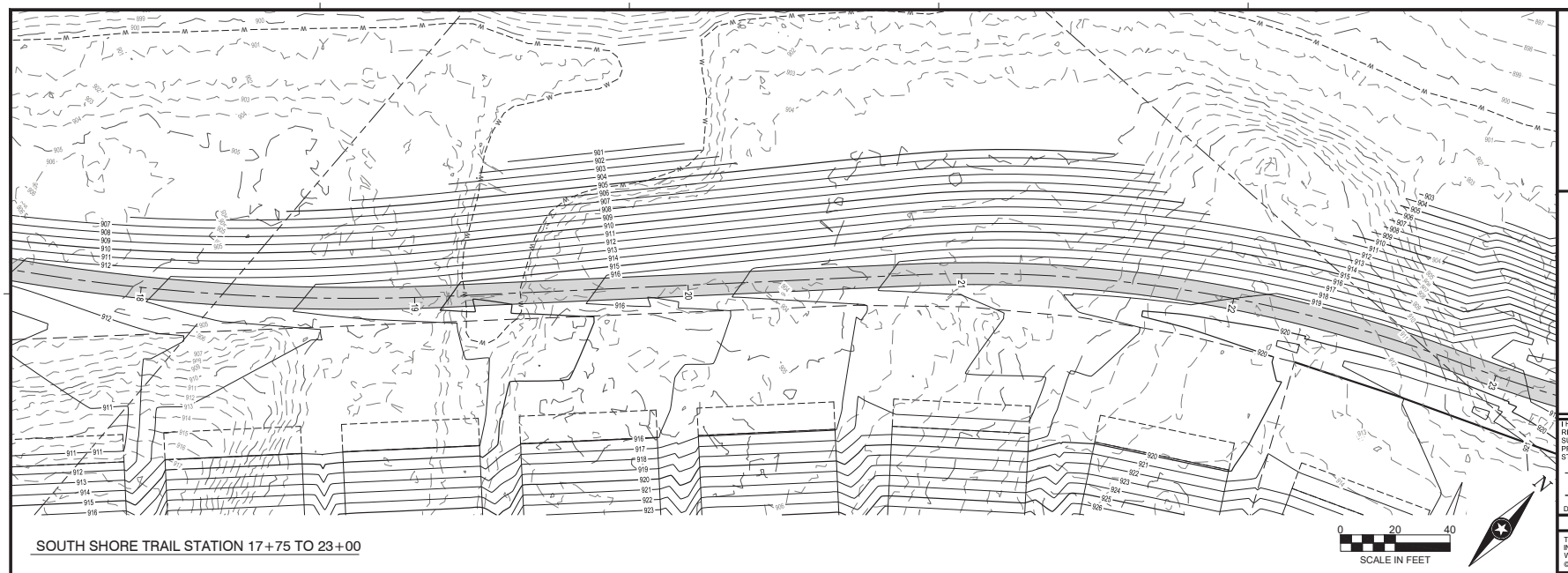

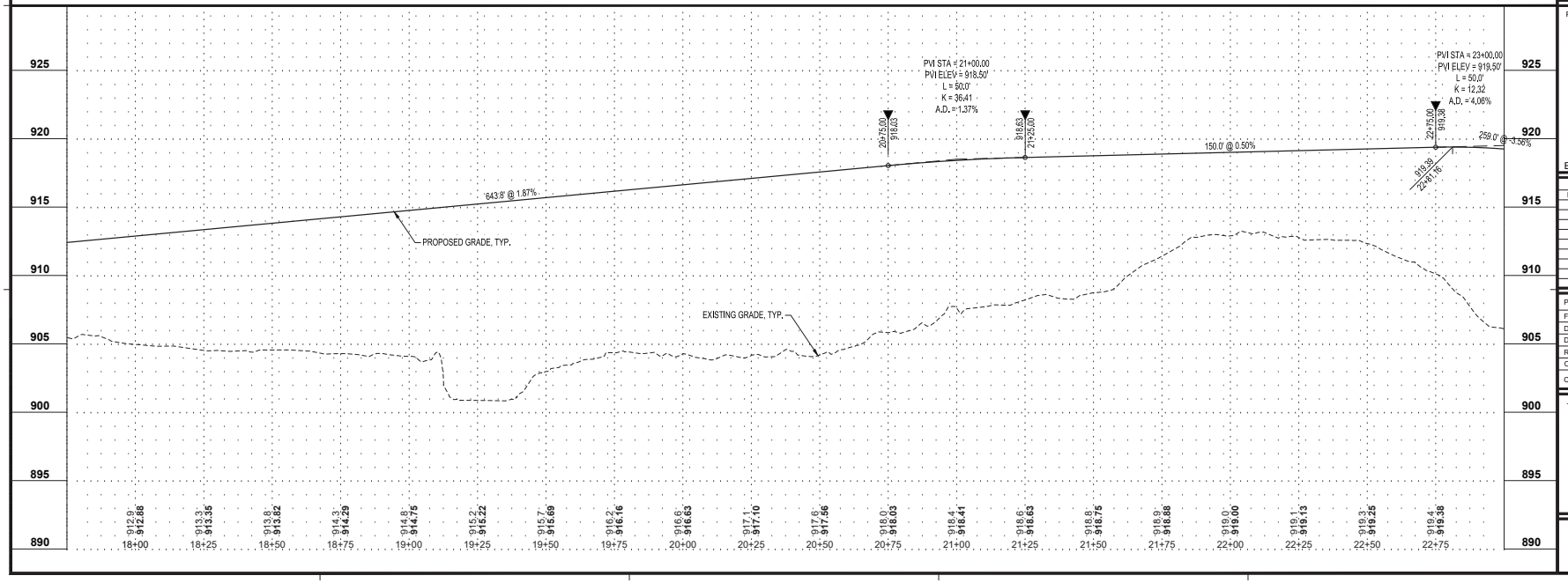

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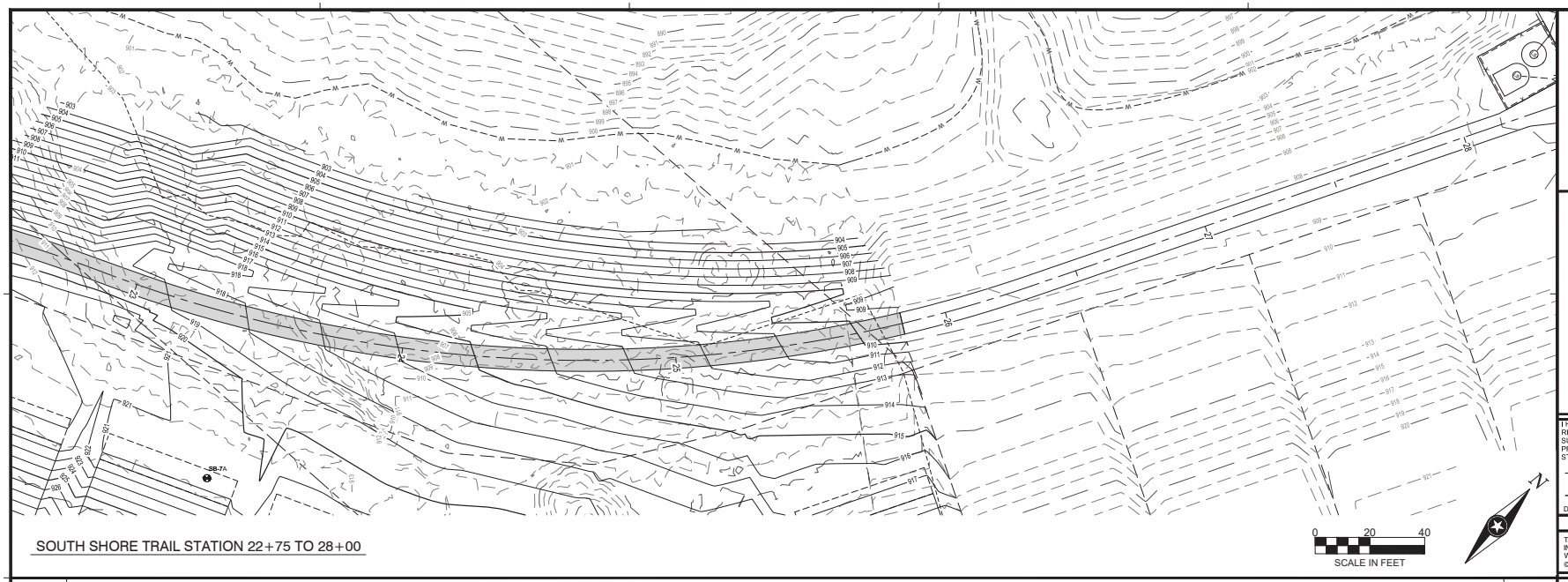
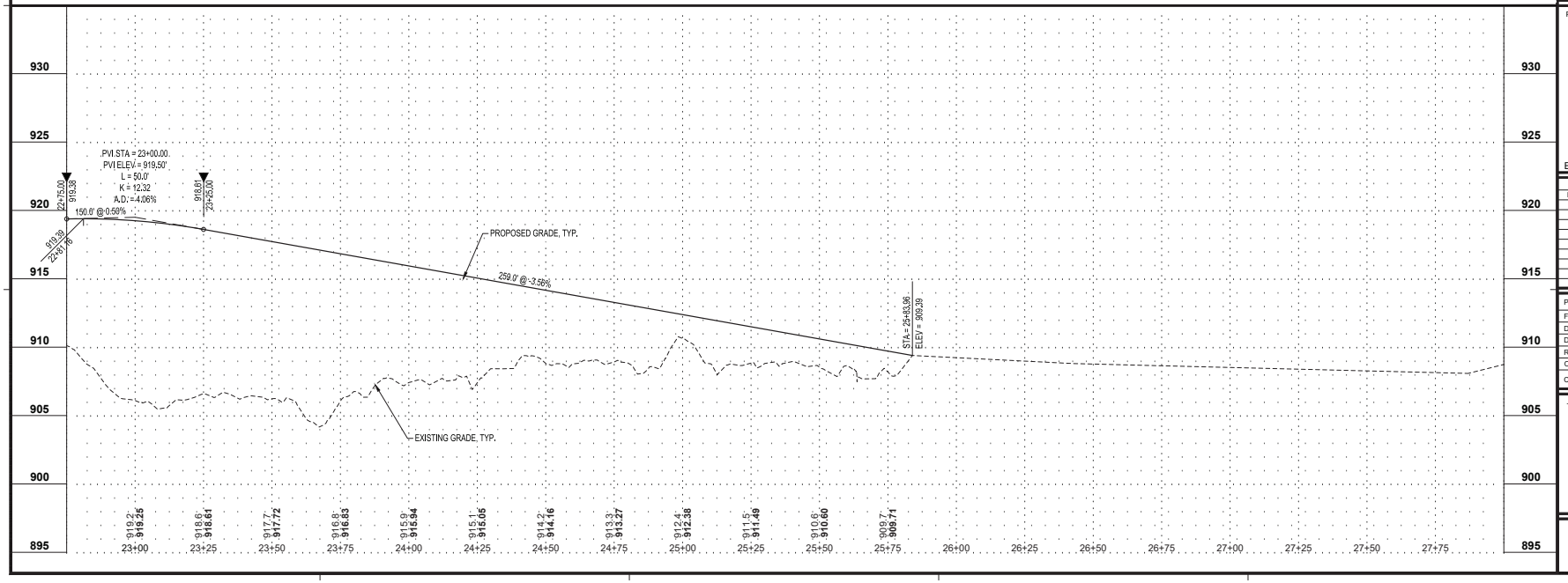


SOUTH SHORE TRAIL STATION 22+75 TO 28+00



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59

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GRADING LEGEND

101	EXISTING CONTOUR (MINOR INTERVAL)
100	EXISTING CONTOUR (MAJOR INTERVAL)
101	PROPOSED CONTOUR (MINOR INTERVAL)
100	PROPOSED CONTOUR (MAJOR INTERVAL)
XXX.XX	PROPOSED SPOT ELEVATION
XXX.XX	PROPOSED TOP BACK OF CURB SPOT ELEVATION
-X.X%	SURFACE GRADE / DIRECTION

GENERAL GRADING NOTES

PROPOSED CONTOURS SHOW FINISHED GRADE ELEVATIONS. BUILDING PAD AND PAVEMENT HOLD DOWNS ARE NOT INCLUDED. WHEN CONSTRUCTING BUILDING PADS WITH A HOLD DOWN, GRADE AREAS TO ENSURE POSITIVE BUILDING PAD DRAINAGE.

ADA ACCESSIBILITY LEGEND

	ACCESSIBLE PARKING / LANDING AREA (MAXIMUM 2.00% SLOPE IN ALL DIRECTIONS)
	ACCESSIBLE RAMP (SLOPE GREATER THAN 5.00%, LESS THAN 8.33%)
	0" HEIGHT CURB / WALK (FLUSH WITH PAVEMENT)

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ELK RIVER MINNESOTA

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TITLE

INTERSECTION GRADING PLAN

SHEET

60

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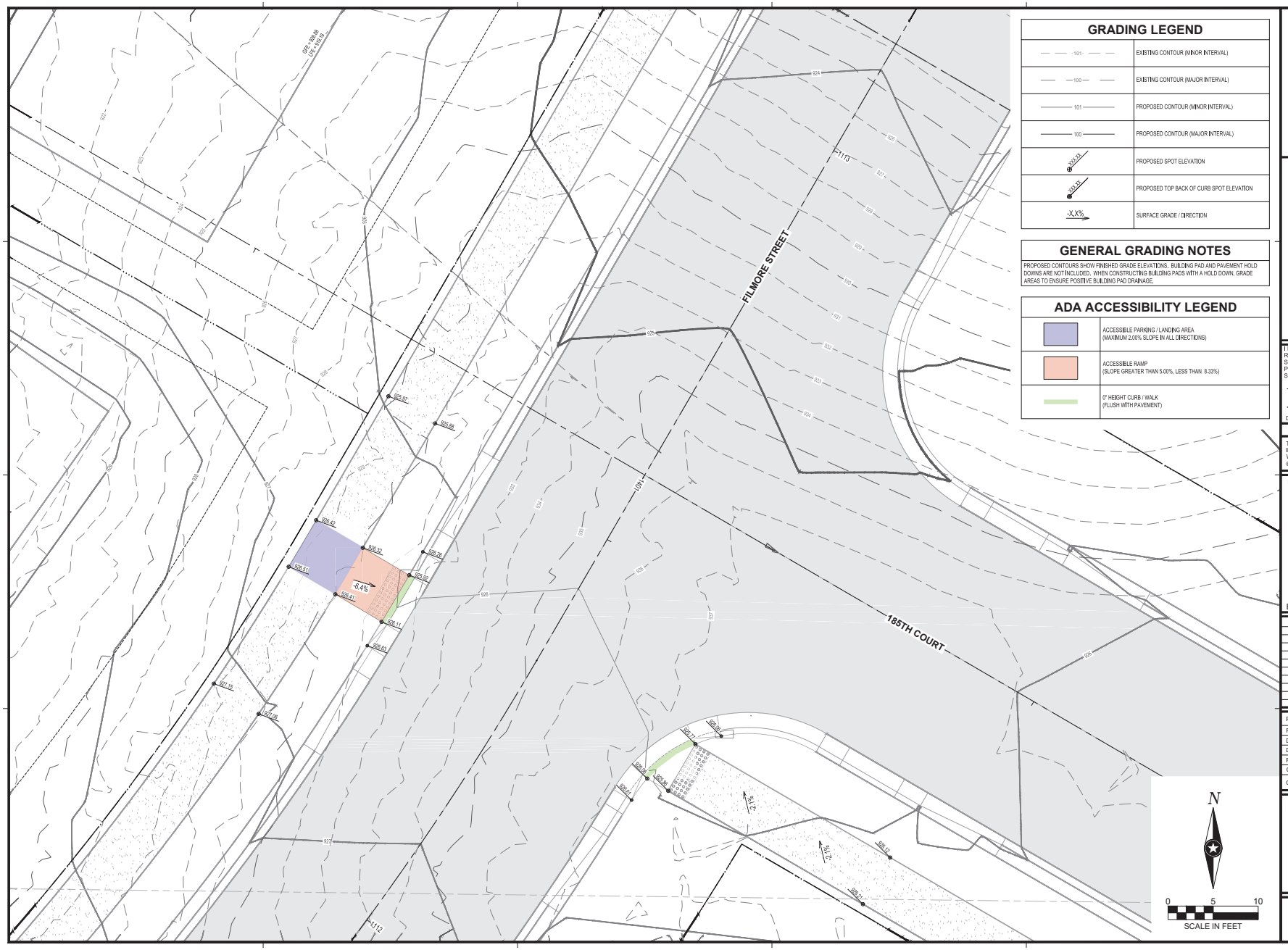

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INTERSECTION GRADING PLAN

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61

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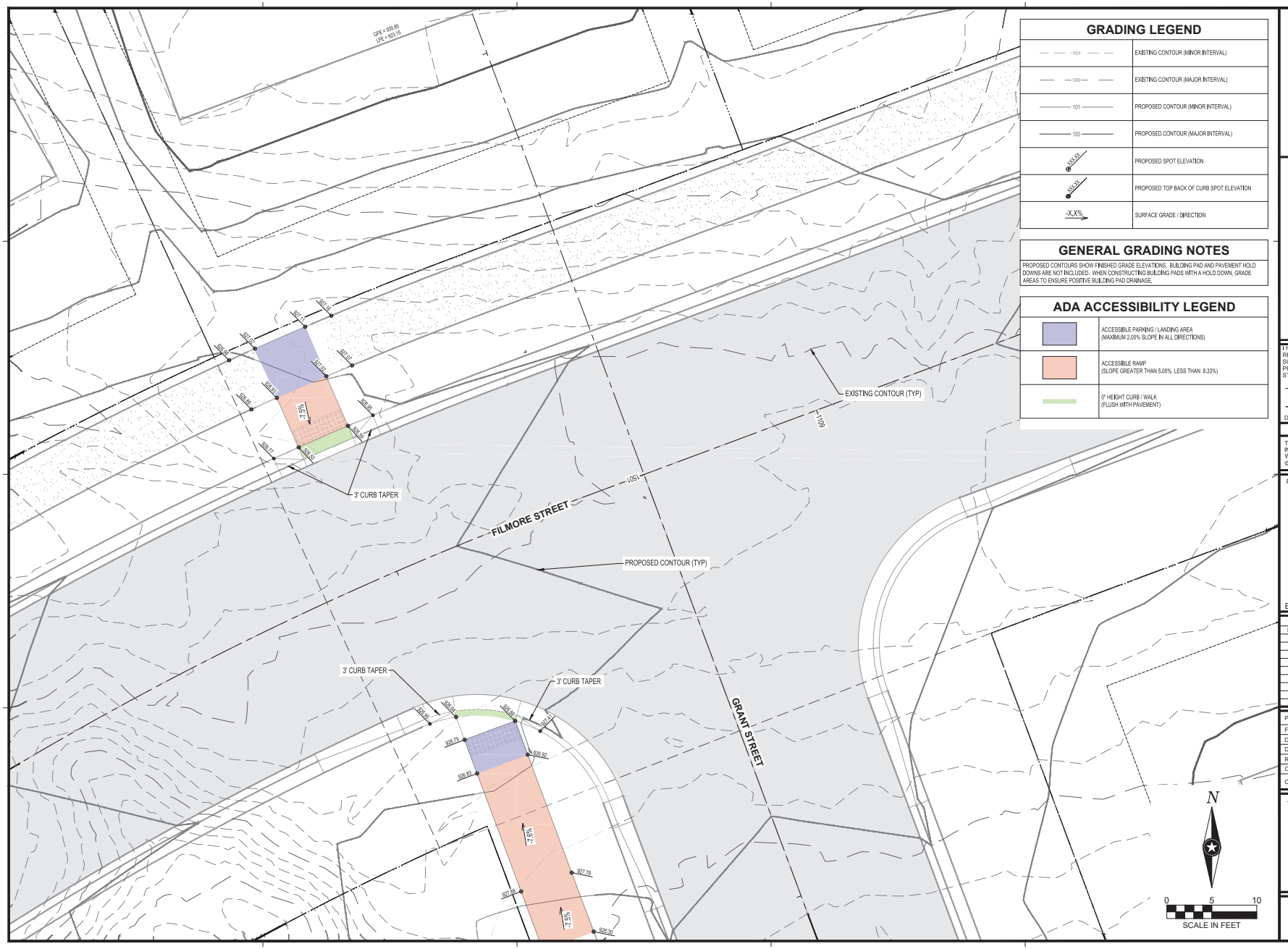

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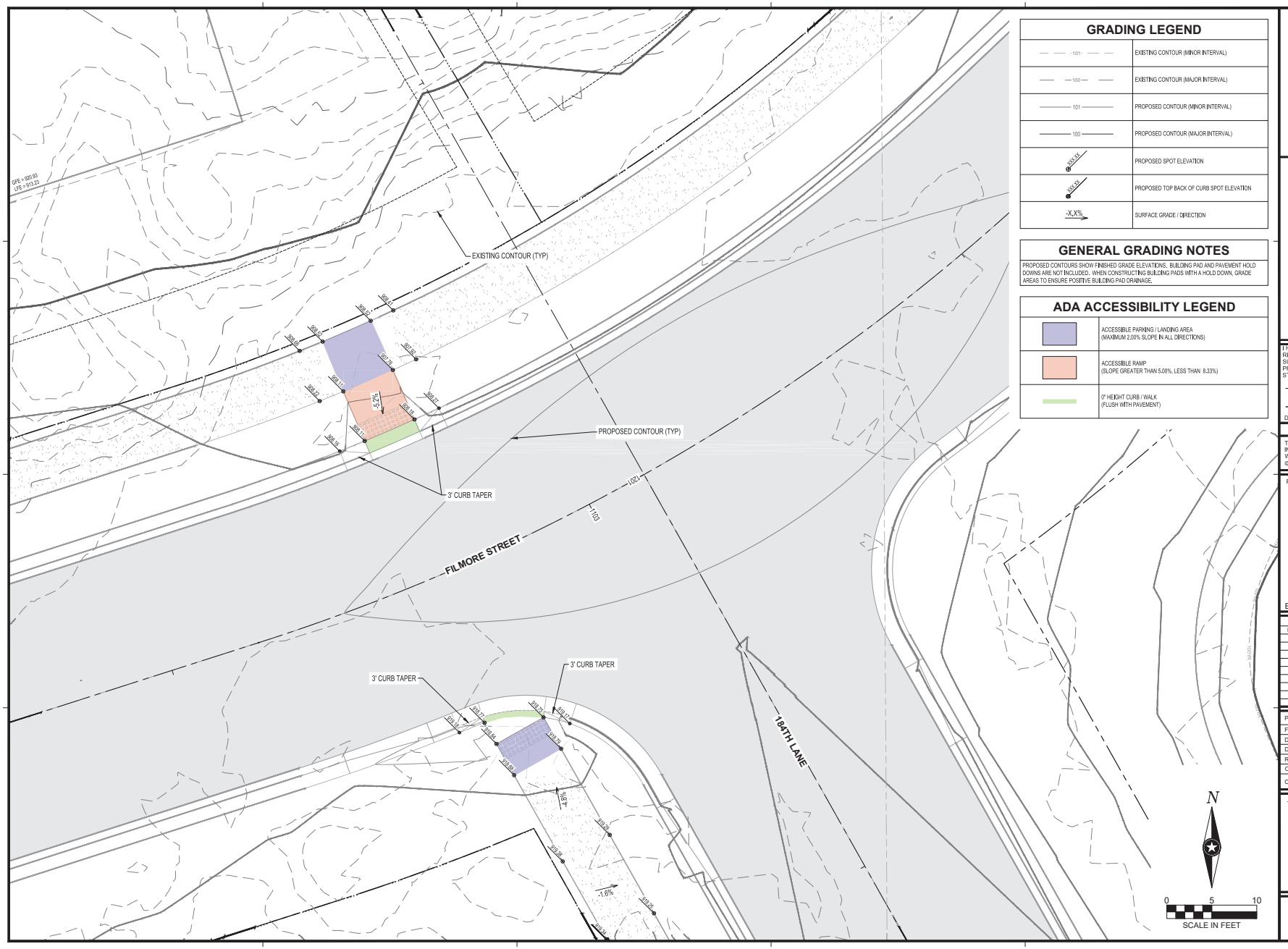

GRADING LEGEND

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INTERSECTION GRADING PLAN

SHEET

63

OF 41

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

Resolution 26-45

A Resolution of the City of Elk River Granting Final Plat Approval for Bradford Park Third Addition Case No. P 26-06

WHEREAS, application has been made for final plat approval, pursuant to Section 30-374 of the Elk River City Code of Ordinances, of the property legally described on attached Exhibit A and hereinafter referred to as "the Property"; and

WHEREAS, a preliminary plat for the north half of the Property was approved by the City Council on July 17, 2023; and

WHEREAS, a second preliminary plat for the south half of the Property was approved by the City Council on August 19, 2024; and

WHEREAS, the proposed final plat includes areas within both preliminary plat approvals and is consistent with the plats as approved by the City Council; and

WHEREAS, the proposed final plat complies with each of the conditions set forth by the City Council in its approval of the preliminary plat of the Property.

NOW, THEREFORE, BE IT RESOLVED

1. It is hereby determined by the City Council for the City of Elk River as follows:

   A. The proposed subdivision is consistent with the Chapter of 30 of the City Code of Ordinances and conforms with all of its requirements.

   B. The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans including, but not limited to, the City's Comprehensive Plan.

   C. The physical characteristics of the site, including, but not limited to, topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.

   D. The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required herein.

E. The proposed subdivision will not cause substantial environmental damage.

F. The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.

G. The proposed subdivision will not have an undue or adverse impact on the reasonable development of neighboring land.

2. Final plat approval is hereby granted for the Property, subject to the conditions set forth in attached Exhibit B.

3. The officers of the City are hereby authorized, once the conditions set forth in Exhibit B are met and complied with, to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.

4. The owner of the Property is authorized to record the final plat as required by law and shall file proof of said recording with the City. No building permits will be issued for the Property until the final plat is recorded.

5. This final plat approval shall expire two years from the date of this resolution if the final plat is not recorded within that time.

Passed and adopted this 6th day of July 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Justin Dunford, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Outlot B, Outlot C, and Outlot I, Bradford Park Second Addition, according to the recorded plat thereof, City of Elk River, Sherburne County, Minnesota. (Document No. 978489)

AND

All that part of the Southwest Quarter of the Southeast Quarter; that part of the North Half of the Southwest Quarter; and that part of the Northwest Quarter of the Southeast Quarter, all in Section 36, Township 33 North, Range 26 West, Sherburne County, Minnesota, described as follows:

Commencing at the West Quarter corner of said Section 36; thence South 00 degrees 22 minutes 24 seconds East (assumed bearing) on the west line of said Southwest Quarter, 1335.49 feet to the southwest corner of the North Half of the Southwest Quarter of said Section 36; thence South 89 degrees 28 minutes 17 seconds East on the south line of said North Half of the Southwest Quarter, 1468.83 feet to the point of beginning; thence North 50 degrees 06 minutes 29 seconds East, 991.35 feet; thence North 14 degrees 42 minutes 36 seconds West, 74.04 feet; thence North 05 degrees 51 minutes 31 seconds East, 60.19 feet; thence North 25 degrees 55 minutes 59 seconds East, 70.86 feet; thence North 47 degrees 39 minutes 33 seconds East, 70.86 feet; thence North 66 degrees 05 minutes 28 seconds East, 49.53 feet; thence North 80 degrees 58 minutes 12 seconds East, 172.95 feet; thence North 46 degrees 50 minutes 25 seconds East, 384.21 feet; thence North 49 degrees 59 minutes 38 seconds East, 40.52 feet; thence North 54 degrees 22 minutes 31 seconds East, 40.52 feet; thence North 58 degrees 45 minutes 24 seconds East, 40.52 feet; thence North 63 degrees 08 minutes 17 seconds East, 40.52 feet; thence South 24 degrees 40 minutes 16 seconds East, 190.00 feet; thence northeasterly 25.08 feet on a 340.00 foot radius curve, concave to the southeast, not tangent to previous line, having a central angle of 04 degrees 13 minutes 38 seconds and a 25.08 foot chord that bears North 67 degrees 26 minutes 33 seconds East; thence North 69 degrees 33 minutes 22 seconds East, 40.74 feet; thence South 20 degrees 26 minutes 38 seconds East, 94.24 feet; thence South 15 degrees 58 minutes 16 seconds East, 35.87 feet; thence North 69 degrees 33 minutes 22 seconds East, 132.57 feet; thence South 64 degrees 09 minutes 06 seconds East, 44.65 feet to a point on the west line of the East 660 feet of said Northwest Quarter of the Southeast Quarter; thence South 00 degrees 10 minutes 01 seconds East on said west line, 660.08 feet to a point on the south line of the North 936 feet of said Northwest Quarter of the Southeast Quarter; thence South 89 degrees 18 minutes 10 seconds East on said south line, 610.07 feet to a point on the west line of said Sherburne County Right of Way Plat No. 30; thence South 00 degrees 10 minutes 01 seconds East on said west line, 1347.63 feet; thence South 50 degrees 16 minutes 39 seconds West on said west line, 127.31 feet to a point on the north line of Sherburne County Right of Way Plat No. 7, according to the recorded plat thereof; thence westerly 341.18 feet on said north line and on a 1161.35 foot radius curve, concave to the south, having a central angle of 16 degrees 49 minutes 56 seconds and a 339.96 foot chord that bears South 89 degrees 51 minutes 37 seconds West to a point on the east line of the West 825 feet of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 21 minutes 48 seconds West on said east line, 320.65 feet to a point on the north line of the South 600 feet of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees

POWERED BY NATURE

37 minutes 53 seconds West on said north line, 825.07 feet to a point on the west line of said Southwest Quarter of the Southeast Quarter; thence North 00 degrees 21 minutes 48 seconds West on said west line, 727.71 feet to the southeast corner of the North Half of the Southwest Quarter of said Section 36; thence North 89 degrees 28 minutes 17 seconds West on the south line of said North Half of the Southwest Quarter, 1156.62 feet to the point of beginning.

AND

All that part of the Southwest Quarter of the Southeast Quarter, Section 36, Township 33 North, Range 26 West, Sherburne County, Minnesota, lying south of Sherburne County Right of Way Plat No. 7, according to the recorded plat thereof, except the West 825 feet of the North 550 feet of the South 600 feet of said Southwest Quarter of the Southeast Quarter.

Parcel contains 63.18 acres.

EXHIBIT B

CONDITIONS OF APPROVAL

1. Council approval of a Development Agreement outlining the responsibilities of the developer.
2. The applicant must receive final approval of all state and federal wetland permits and applications prior to recording.
3. The Water Availability Charge shall be paid in the amount required by the city when the final plat is released for recording.
4. A Letter of Credit shall be provided to the city equal to 100% of the costs of the public improvements.
5. Upon completion of all improvements and acceptance by the city, a security or warranty in a form acceptable to the Public Works Director shall be secured.
6. The Development Plan shall be approved by the city's Engineering Department prior to issuance of building permits.
7. Staff approval of all site, civil, and landscaping plans.
8. All mailboxes shall be clustered.
9. Park Dedication requirements must be consistent with the preliminary plat approval.
10. Any item or condition found that indicates the site is likely to yield information important to pre-history or history shall be reported to the city immediately. Further, the city reserves the right to stop work authorized in its approval until the site is appropriately investigated and work is authorized.

Request for Action

To
City Council

Item Number
4.4

Meeting Date
July 6, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Resolution 26-46: Finding of Fact Denying an Ordinance Amendment, Onyx Strategic Partners

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

Adopt, by motion, Resolution 26-46 making a Finding of Fact denying the ordinance amendment request to allow Wholesale, Indoor Commercial Dog Kennels, and removing limitations on Warehouse Space in the Business Park Zoning District.

Background/Discussion

At their June 15, 2026, meeting, the Council reviewed an ordinance amendment request to allow outpatient medical facilities, physical recreation or training uses, wholesale, printing and publishing, repair services, health and fitness clubs, indoor commercial dog kennels, and to remove limitations on warehouse space in the Business Park Zoning District.

The Council directed staff to prepare a Finding of Fact denying the ordinance amendment request to allow Wholesale, Indoor Commercial Dog Kennels, and removing limitations on Warehouse Space in the Business Park zoning district, as the use is not consistent with the city's Comprehensive Plan.

Financial Impact
None

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

Attachments
1. Resolution 26-46: Finding of Fact Denying Ordinance Amendment, Onyx Strategic Partners
2. Planning Commission Minutes 5-26-2026
3. City Council Memo 6-15-2026
4. City Council Minutes 6-15-2026

City of Elk River
City Council

Resolution 26-46

A Resolution of the City Council of the City of Elk River Denying the Request for an Ordinance Amendment to add Wholesale and Indoor Commercial Dog Kennels as Permitted Uses and Removing Limitations on Warehouse Space in the Business Park Zoning District

WHEREAS, Jessica Houlihan, Onyx Strategic Partners, ("Applicant"), has applied ("Application") for an Ordinance Amendment (Case No. OA 26-03) to add Wholesale and Indoor Commercial Dog Kennels as Permitted Uses and Removing Limitations on Warehouse Space in the Business Park zoning district; and

WHEREAS, the record in this matter shall include all of the materials submitted to the Planning Commission and City Council in connection with the April 27, 2026, Ordinance Amendment Application; including the staff reports and all attachments thereto, all other written materials submitted to the Planning Commission and City Council, and all staff presentations and other testimony taken at the public meetings considering the Application for the Ordinance Amendment, all of which is incorporated in and made a part of the findings of fact and this resolution; and

WHEREAS, the Planning Commission held a public hearing on May 26, 2026, to receive testimony and evidence from city staff, the Applicant and any other persons regarding the Application; and

WHEREAS, the Planning Commission recommended denial of the Application; and

WHEREAS, the City Council held a public hearing on June 15, 2026, to receive testimony and evidence from city staff, the Applicant and any other persons regarding whether the Application should be approved; and

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

WHEREAS, the City Council, at the conclusion of its June 15, 2026, public hearing on the Applicant's Application, directed staff to prepare a resolution making findings of fact denying the Application as the use is not consistent with the city's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: the City Council of the City of Elk River makes the following findings of fact and decision with respect to the Application by Jessica Houlihan, Onyx Strategic Partners, for an ordinance amendment to add Wholesale and Indoor Commercial Dog Kennels as Permitted Uses and Removing Limitations on Warehouse Space in the Business Park zoning district.

FINDINGS OF FACT

1. On April 27, 2026, the Applicant submitted an Ordinance Amendment application, Case No. OA 26-03. The application was deemed complete and scheduled for review by the Planning Commission and City Council.

2. Ordinance Amendments relating to land use and zoning are reviewed by the Planning Commission and City Council and are evaluated based on consistency with the guidance in the Comprehensive Plan.

3. The Planning Commission reviewed the Application on May 26, 2026, and voted 5-0 recommending denial of the Application as the proposal was not consistent with the Comprehensive Plan's guidance for Industrial uses.

4. On June 15, 2026, the City Council reviewed the Application, and received additional testimony from the applicant.

5. The City Council concurs with the Planning Commission's recommendation and, based on the record generated in these proceedings, makes the following findings of fact related to the Ordinance Amendment application:

    a. Wholesale Uses, Indoor Commercial Dog Kennels, and Removing Limitations on Warehouse Space are not consistent with the Comprehensive Plan's guidance for Industrial uses in the Business Park zoning district.

6. Taking into consideration all the testimony and evidence received, the City Council finds that the Applicant has not established that it has met the requirements for approval of an Ordinance Amendment and that it would not be in the public interest to approve the Application.

DECISION

Therefore, the City Council of the City of Elk River denies the Application for an ordinance amendment to add Wholesale and Indoor Commercial Dog Kennels as Permitted Uses and Removing Limitations on Warehouse Space in the Business Park Zoning District, based on the findings of fact set forth above.

Passed and adopted this 6th day of July 2026.

_____

John J. Dietz, Mayor

ATTEST:

_____

Justin Dunford, City Clerk

approval of the CUP allowing construction of an outdoor classroom space at Elk River High school, subject to the following conditions:
1. The applicant must submit documentation describing the standards against which the state is reviewing the space.
2. Commercial building permits will be required for the improvements.
3. The fencing along the north, east, and south faces must be 100% opaque.
4. The applicant must submit an updated site plan showing how the parking lot will be updated (striped) to address the changes to parking and circulation.
5. Staff approval of all updated plans, ensuring full compliance with state building and fire codes. Motion carried 5-0.

4.3 Ordinance Amendment: Oakwater Ridge PUD Standards Related to Signage, Capstone Homes

The staff report was presented. The applicant is requesting two signs up to 192 square feet and four signs up to 64 square feet. The signs would be removed after the development was completed. The applicant is also requesting a large entrance monument of 36 feet long by 4 feet tall surrounded by landscaping and located in the applicant's outlot.

Commissioner Johnson asked about the size of the previous billboards on the site. Mr. Carlton stated the ordinance allows billboards to be 35 feet tall and 400 square feet.

Commissioner Lang asked if the applicant had provided a mock-up of the entrance monument. Mr. Carlton stated they had not.

Chair Beise opened the public hearing.

Matt Barker, representing Capstone, stated the landscaping would represent coming through the Mississippi bluff area.

Chair Beise closed the public hearing.

Commissioner Johnson was not in favor of additional signs but felt this was acceptable due to the temporary nature and that the requested signs are smaller than the billboards previously located on the site.

Commissioner Bland asked that the applicant maintain the appearance of the signs.

Moved by Commissioner Johnson and seconded by Commissioner Bland to recommend approval of an Ordinance Amendment establishing standards for marketing and development signage within the Oakwater Ridge development. Motion carried 5-0.

4.4 Ordinance Amendment: Business Park Zoning, Onyx Strategic Partners

The staff report was presented.

Chair Beise opened the public hearing.

Jessie Houlihan, representing Onyx Strategic Partners, gave an overview of her company and the building they have recently purchased in Elk River. She stated she believes the Elk River city code "fights

with users".

Chair Beise closed the public hearing.

Commissioner Rydberg asked where the building was located. Ms. Houlihan gave the address as 18332 Joplin Ave NW.

Commissioner Bland asked about the intent of warehouse limitations. Mr. Leeseberg responded that the business park district is a step above industrial. Mr. Carlton added that the limitation is to help with job generation and a higher class of industrial space, not just warehouse space.

Moved by Commissioner Bland and seconded by Commissioner Lang to recommend approval of the Ordinance Amendment allowing Outpatient Medical Facilities in the Business Park (BP) zoning district. Motion carried 5-0.

Commissioner Johnson stated the applicant can adjust the warehouse percentage through a Conditional Use Permit. Mr. Carlton stated that retail space is an accessory use in the Business Park zone.

Moved by Commissioner Johnson and seconded by Commissioner Bland to recommend denial of the Ordinance Amendment allowing Physical Recreation or Training and removing limitations on Warehouse Space in the Business Park (BP) zoning district. Motion carried 5-0.

4.5 Ordinance Amendment: Business Park Zone, Lift PT

The staff report was presented.

Chair Beise opened the public hearing.

Kelsey Fransen, applicant, owner of Lift PT, stated that she has some clients who are over seven feet tall, therefore having taller ceiling height allows them to perform more actions.

Chair Beise closed the public hearing.

Moved by Commissioner Johnson and seconded by Commissioner Bland to recommend approval of the Ordinance Amendment allowing Outpatient Medical Facilities in the Business Park (BP) zoning district. Motion carried 5-0.

5. GENERAL BUSINESS

5.1 Resolution 26-01: Approving the Sale of Public Property to O'Brien Holdings, LLC

Moved by Commissioner Johnson and seconded by Commissioner Bland to approve Resolution 26-01 finding the sale of a portion of Lot 1, Block 1, Northstar Business Park to be consistent with the Comprehensive Plan. Motion carried 5-0.

6. COUNCIL LIAISON UPDATES

Request for Action

To
City Council

Item Number
7.2

Meeting Date
June 15, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Ordinance 26-15: Allowed Uses in the Business Park Zoning District, Onyx Strategic Partners

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

Adopt, by motion, Ordinance 26-15 amending Section 30-1295, Business Park District, establishing Medical Facilities, Outpatient, Printing and Publishing, and Repair Services as Permitted Uses.

Direct, by motion, staff to prepare a finding of fact denying the ordinance amendment request to allow Physical Recreation or Training, Health and Fitness Clubs, Indoor Commercial Dog Kennels, and removing limitations on Warehouse Space in the Business Park (BP) zoning district.

Background/Discussion

The applicant is seeking an ordinance amendment to allow outpatient medical facilities, physical recreation or training uses, wholesale, printing and publishing, repair services, and to remove limitations on warehouse space in the Business Park zoning district.

Over the past 15+ years, the BP ordinance has been amended several times in an effort to respond to evolving commercial market needs. In some cases, those changes were later reconsidered due to their impact on the availability and function of industrial land, leading the city to return to the original intent for the district.

Physical recreation uses are often discouraged in industrial zoning districts because they can create land use conflicts, safety concerns, and operational limitations for industrial businesses. They also do not generate full-time employment in the way that other industrial uses generally do.

Recreation users, particularly children and families, may be exposed to increased risks from vehicle conflicts, noise, fumes, or industrial processes.

Industrial districts are designed for commercial vehicles rather than pedestrian-oriented activity. Recreation uses can introduce increased pedestrian traffic, parking demand, and peak visitation periods that interfere with industrial circulation patterns.

The Business Park zoning is also intended to preserve areas for manufacturing, processing, and similar employment-generating activities while limiting warehousing.

Recreational uses are typically considered more compatible with commercial, mixed-use, and institutional areas.

Planning Commission

The Planning Commission held a public hearing on May 26, 2026. The applicant gave an overview of her company and the building they have recently purchased in Elk River. She believes the current city code "fights with users."

The Commission asked what the intent of warehouse limitations was. Staff stated the business park district is a step between industrial and commercial areas and that the limitation is to encourage job generation with a higher class of industrial uses, not just warehouse space.

While the Planning Commission was supportive of the request to allow outpatient medical facilities in the BP district, they did not support allowing physical recreation uses or removing the limit on warehousing space, as it would impact the city's limited industrial properties.

The commission made the following recommendations:

1. Approval of the ordinance amendment allowing Outpatient Medical Facilities in the Business Park (BP) zoning district.
2. Denial of the ordinance amendment allowing Physical Recreation or Training and removing limitations on Warehouse Space in the Business Park (BP) zoning district.

Since the Commission meeting, the applicant has provided a revised amendment (attached) for the City Council to consider. It is summarized here:

<u>Permitted uses</u>:

- Amending warehouse spaces to allow up to 75% of the entire building, versus 50% currently – *Staff still has concerns with this, and the Planning Commission did not support the change. Warehouse use is allowed in other industrial districts.*
- Adding wholesale businesses (business-to-business) - *Currently listed as an accessory use: "Retail/wholesale sales incidental to products manufactured, assembled, or warehoused on the premises may be permitted as an accessory use provided no more than ten percent of the building is used for retail/wholesale sales." This use is allowed in other industrial districts.*
- Adding machine shops *(staff would consider this light manufacturing, which is permitted).*
- Adding printing and publishing *(staff have no concern with this request).*
- Adding repair services, except for businesses related to passenger vehicles and trucks – *for example, technology repair, equipment repair, shoe repair, seamstress, piano repair, etc. (staff have no concern with this request).*

Conditional uses:

- Adding health and fitness clubs
- Adding indoor commercial dog kennel

Staff continues not to be supportive of these proposed CUP uses, as the intent of the BP district is for industrial and manufacturing uses in nature. The purpose of the Council-approved City Code is to set an orderly priority of uses in each zoning district. Amending the code for every request is not considered a good business practice.

Financial Impact
None

Mission/Policy/Goal

Appropriately govern in an ever-changing environment.

Attachments
1. Analysis Letter
2. Applicants Proposed Amendmentds Submitted
3. Recommend Amendments
4. Applicants Code Analysis
5. Ordinance 26-15: Allowed Uses in the Business Park Zoning District
6. Sec 30-1295 Business Park District (Current)

Monday, June 8th, 2026

City of Elk River Minnesota
Planning Department
13065 Orono Parkway
Elk River, MN 55330

RE: Business Park Zoning Amendment Request

City of Elk River

Planning and Zoning Department,

Thank you for the opportunity to submit code for consideration by staff for the upcoming code shift in the City of Elk River. We own property throughout the Twin Cities metropolitan area that fit within the business park and light industrial designations, specializing in owning buildings that many small businesses call home. Through owning these buildings for years and working with Cities and our tenants, we have learned the challenges with these properties, the best businesses / organizations that coexist well without causing issues, and, very importantly, the business types that are currently successful, contributing to the City they choose to locate in.

Many of the cities we own property in have more flexible zoning, permitting wider standard and conditional uses. But, we are actually comfortable with a more moderately adapted perspective, allowing for a few additions that represent some of the major demand we've seen in the broader market. We have included the business park City Code from the City of Blaine and the City of Eagan, for your review. At the conclusion of this letter, we included a requested updated business park code for the City of Elk River. We also put together a spreadsheet highlighting these codes, in comparison, noting the additional use types we'd like added.

The City of Eagan, Minnesota's business park district code is relatively restrictive, requiring many uses to go through a conditional use permit process. Their code is written as:

"BP Business Park District. Purpose. The Business Park BP District is intended to accommodate development of low intensity office, light industrial and supporting commercial service uses that may be suitable in relative close proximity to non-industrial development. More intensive industrial uses which require either outdoor storage or high truck traffic or both are excluded. The performance standards for this district are intended to establish and maintain high quality site planning, architecture, signage and landscape design to create an attractive and unified development character.

Permitted uses. Within any BP district no structure or land shall be used except for one or more of the following uses or uses deemed similar by the council:

Adult establishments.
Financial institutions and banks (without drive-through facilities).
Freestanding satellite dishes, subject to the regulations thereof elsewhere in this chapter.
Office and office buildings.
Office/warehouses and office/showrooms.
Processing, packaging, cleaning, storage, assembling, servicing, repair or testing of materials, goods or products, when wholly contained within a building and which meet and maintain all applicable standards established by the state.
Public utility tower mounted antennae, subject to the regulations thereof elsewhere in this chapter.
Public utility uses.
Research laboratories, when wholly contained within a building and which meet and maintain all applicable standards established by the state.
Technical, vocational and business schools.
Cannabis microbusiness (indoor cultivation only).
Cannabis mezzobusiness (indoor cultivation only).

Cannabis cultivator (indoor only).
Cannabis manufacturer.
Cannabis wholesaler.
Cannabis testing facility.
Cannabis event organizer (office use only).
Medical cannabis combination business (indoor cultivation only).

Conditional uses. Within any BP district no structure or land shall be used except for the following uses or uses deemed similar by the council and only by a conditional use permit:

Coffee kiosks, subject to the regulations thereof elsewhere in this chapter.
Daycare facilities.
Elementary and middle schools.
Financial institutions and banks with drive-through facilities.
Health care facilities.
Health and fitness clubs.
Hotels and motels.
Restaurants—Full service and casual and any outdoor dining area in conjunction therewith, subject to the regulations thereof elsewhere in this chapter.

Retail sales of any product, goods or material produced at or directly related to the principle use on site, provided the following conditions are met:

The retail sales are subordinate to the principle use.
The gross floor area used for the retail sales is more than 15 percent but not more than 30 percent of the total gross floor area of the principle building if a single user/occupant or of the principle user's occupied space if within a multiple-user structure.
The retail sales are owned and operated solely by the principle user/occupant of the subject site.
The site can accommodate the minimum parking requirement for both the retail and principle use components as set forth elsewhere in this chapter.

Permitted accessory uses.
Coffee shops and cafeterias located within the principal structure.
Garages or similar structures used to store vehicles and equipment.
Parking and loading as regulated herein.
Retail sales of any service or any product, goods or material produced at or directly related to the principle use on site, subject to the following:
The retail sales are subordinate to the principle use.
The gross floor area used for the retail sales is not more than 15 percent of the total gross floor area or 3,000 square feet, whichever is less, of the principle building if a single user/occupant or of the principle user's occupied space if within a multiple-user structure.
The retail sales are owned and operated solely by the principle user/occupant of the subject site.

Temporary outdoor event, cultural/entertainment event, and outdoor food sales, subject to regulations thereof elsewhere in this chapter.

As a second example, we would like to submit the City of Blaine's I1, light industrial, language for consideration. The City of Blaine has seen significant private investment in development in the last decade and has evolved their code to address any concerns that have arisen from the community regarding these buildings and their tenants.

Their code is written as follows:

Sec. 121-20. - Permitted uses.
The following are permitted uses in the Light Industrial (I-1) District:

(1) Manufacturing uses: manufacturing, compounding, processing, packaging, storage, treatment, or assembly of products and materials within a structure, except for rendering/slaughtering/refining facilities, cannabis cultivation and cannabis manufacturing.
(2) Warehousing.
(3) Wholesale businesses.
(4) Business and professional offices, not including medical.
(5) Engraving shops.
(6) Machine shops.
(7) Printing and publishing.
(8) Repair services, except for businesses related to passenger vehicles and trucks.
(9) Service uses of blue-printing, duplicating, mailing, and graphic arts.
(10) Research and design laboratories.
(11) Data center.
(12) Uses not explicitly enumerated in this section as permitted uses, but closely similar thereto as determined by the zoning administrator, provided these uses are not explicitly mentioned as permitted or conditional uses elsewhere in the ordinance.

(Code 2004, pt. 3, § 31.02; Ord. No. 91-1264, 9-19-1991; Ord. No. 20-2447, 7-20-2020; Ord. No. 22-2514, 12-19-2022; Ord. No. 25-2572, § 31.02, 1-22-2025)

Sec. 121-21. - Accessory uses.

The following accessory uses are allowed in the Light Industrial (I-1) District:
(1) Dwelling for watchman (not to exceed 500 square feet) and limited to one person.
(2) Retail sales, incidental to manufacturing, of products manufactured, assembled, or warehoused on the premises, provided no more than ten percent of the building is used for retail space.
(3) Coffee shops/cafeteria for employees.
(4) Recreational facilities for employees.
(5) Day care related to employee.
(6) Cars, vans, pickup trucks, and utility trailers no longer than 15 feet in length parked outside and used by employees or visitors in the normal course of the business operation parked in the side and rear yard outside of the required parking stalls.

(Code 2004, pt. 3, § 31.03; Ord. No. 20-2447, 7-20-2020; Ord. No. 22-2514, 12-19-2022)

Sec. 121-22. - Conditional uses.

The following are conditional uses in the Light Industrial (I-1) District:
(1) Commercial nurseries/greenhouses.
(2) Online purchase pick-up location.
(3) Heliports.
(4) Passenger vehicle service, major repair, including painting, body work and dismantling, exclusive of auto reduction yards. Storage of vehicles shall be screened with 100 percent opaqueness.
(5) Outdoor storage of passenger vehicles or vans, other than those specified in section 121-21(6), provided such storage shall be screened with 100 percent opaqueness. Such outdoor storage shall be related specifically to a permitted or approved conditional use.
(6) Two or more buildings on same lot, provided such buildings relate to one permitted or conditional use.
(7) Building over 50 feet from ground level.
(8) Indoor vehicles sales showroom.
(9) Zero lot line, with shared access or parking.
(10) Principal adult uses, as defined and licensed under chapter 22, article II.
(11) Indoor commercial dog kennel with or without dwelling for night watchperson.
(12) Personal care, health care, recreation, fitness, or education related commercial services. Sites must be able to demonstrate adequate on-site parking. Uses must be destination based and not generate traffic volumes measurably above the range normally expected by the other allowed I-1 uses. With the exception noted in section 121-21(3), general retail sales is not permitted under this section.
(13) Brewer taproom as associated with and on the same site as a licensed brewery.
(14) Ground-mounted solar as an accessory use.

Of the elements noted in these codes, we request the following adapted business park code for the City of Elk River:

Sec. 30-1295. BP business park district.

(a) Purpose.

(1) The business park district is established to encourage a planned, integrated environment for certain industrial, office, and commercial uses, which are compatible with and complement each other as well as the surrounding land uses. The underlying land use designation within the district may vary and may be either light industrial or highway business. Development within the business park district will correspond with the land use designation. Industrial and office uses are allowed where the land use designation is light industrial, and commercial uses are allowed where the land use designation is highway business.

(2) It is the intent of this section that development reflect common themes using compatible architectural design and consistency in signage, landscaping, and lighting. It is also the intent to encourage businesses, which generate a high number of jobs per square foot rather than predominantly warehouse type uses.

(b) Permitted uses. Permitted uses in the BP district are as follows:

(1) Business offices.

(2) Mail order operations.

(3) Manufacturing, light.

(4) Research and development facilities.

(5) Sherburne County Fair.

(6) Office/showroom spaces.

(7) Warehouse spaces (up to 75% percent of the entire building).

(8) Wholesale businesses (business-to-business).

(9) Machine shops.

(10) Printing and publishing.

(11) Repair services, except for businesses related to passenger vehicles and trucks.

(c) Accessory uses. Accessory uses in the BP district are as follows:

(1) Cocktail rooms.

(2) Massage, therapeutic establishments (when offered within the confines of a medical

or chiropractic clinic).

(3) Parking lots.

(4) Retail sales, provided the following conditions are met:

a. The retail sales activity shall not be located in an administrative office facility, but shall be located within a business, the principal use of which is not commercial sales.

b. The retail sales activity shall not occupy more than 15 percent of the gross floor area, or a maximum of 5,000 square feet of the occupied quarters, whichever is less.

c. The retail sales activity shall be related and subordinate to the principal use.

d. No sign identifying or promoting that retail sales occur within the building shall be visible from outside the building.

e. Freestanding retail shops and stores shall be limited to those which complement other uses within the business park and provide a service to those other businesses, and shall not exceed 20,000 square feet in size.

f. Retail/wholesale sales incidental to products manufactured, assembled, or warehoused on the premises may be permitted as an accessory use provided no more than ten percent of the building is used for retail/wholesale sales.

(5) Signs (as permitted in section 30-851 et seq.).

(6) Structures, accessory (provided the materials are the same as those of the existing

principal structure).

(d) Conditional uses. Conditional uses in the BP district are as follows:

(1) Brewer taprooms.

(2) Government facilities.

(3) Loading areas/overhead doors when located in front yards.

(4) Microbreweries.

(5) Microdistilleries.

(6) Health and fitness clubs.

(7) Indoor commercial dog kennel.

(8) Motor vehicle repair shops, provided that they meet the following conditions:

a. All repair services shall be conducted inside the building.

b. Merchandise shall be stored inside the building.

c. All damaged vehicles stored on the premises shall be stored within an area which

is screened by a six-foot high 100 percent opaque fence constructed of factory

finished metal or vinyl material.

d. The building shall comply with the material requirements of this section, and 30

percent of any building face and all overhead doors facing any public street shall

be constructed of glass material.

e. No sales or display of merchandise outside the building.

f. The building shall be a minimum of 15,000 square feet.

(9) Outdoor storage, provided the storage area:

a. Is accessory to a principal permitted or conditional use; and

b. Complies with the accessory structure setback requirement applicable to the

property; and

c. Is no larger than 30 percent of the building area; and

d. Includes screening so as to provide a visual barrier. Any such barrier shall reduce

visibility in a manner that restricts vision of the object being screened, but is not

required to totally block the vision of any such object.

1. Screening shall consist of two or more of the following:

i. A compact evergreen or deciduous hedge or evergreen, overstory

and ornamental trees of sufficient width and density; or

a. Hedge material must be at least three feet in

height.

b. Deciduous trees must be at least two inches in

diameter as measured six inches above the ground.

c. Coniferous trees must be at least six feet in height.

ii. An earth berm of sufficient height to provide an effective screen

throughout the year; or

a. Earth berms shall not have a slope of more than

three feet horizontal to one foot vertical or be

located within any street right-of-way unless

otherwise approved by the city engineer.

iii. A screening fence constructed of one or more of the following

materials:

a. Factory finished metal or vinyl panels.

b. Wood.

(8) Storage tanks (aboveground).

(9) Warehouse space (exceeding 50 percent of the total building floor area up to a maximum of 65 percent).

(e) Additional standards. The following additional standards apply in the BP district:

(1) Loading spaces and overhead doors.

a. Loading spaces/overhead doors shall be located in designated rear yards and secondarily in designated side yards. Loading areas/overhead doors shall not be located in designated front yards unless approved as a conditional use.

b. Loading spaces and overhead doors shall be designed to be compatible with the principal building. Architectural techniques and landscaping shall be employed to reduce visual impacts from adjacent properties and roadways.

(2) Dumpsters and refuse enclosures.

a. All dumpsters shall be completely screened from public view by using enclosures constructed of similar material as the principal building.

b. Refuse enclosures shall include gates and be located in designated rear or side yards.

(3) Rooftop or ground electrical equipment; signs. (please note the remaining text has not be formatted)

a. All utility equipment shall either be:

1. Screened from the eye level view of adjoining properties by use of exterior walls and/or landscaping;

2. Painted to match or complement the building structures; or

3. Incorporated into an architectural design, as approved by the building and zoning administrator.

b. Notwithstanding the provisions of subdivision II of division 5 of this article, the following requirements regarding signage shall be met:

1. All freestanding signage shall be of a monument style sign and have a maximum size of 64 square feet and height of eight feet.

2. One on-premises business wall sign per occupancy, not to exceed two square feet in sign area for each linear foot of the building frontage up to a maximum of 128 square feet per occupancy, is permitted.

(4) Exterior building finishes.

a. It is the intent of the city to promote and encourage high standards of creative architectural design in the business park district.

b. In the business park zoning district, the following are acceptable building materials and finishes:

1. Brick.

2. Natural or cut stone.

3. Integrally colored split face (rock face), burnished, or glazed concrete masonry unit (excluding plain or painted).

4. Integrally colored and exposed aggregate precast concrete panels (excluding single-T or double-T panels, plain, uncolored, or raked finish) or specially designed, cast-in-place concrete.

5. Glass, architectural metal, fiberglass and aluminum, provided such panels are factory fabricated and finished with a durable nonfade surface and their fasteners are of a corrosion-resistant design.

6. Stucco, E.I.F.S., and other cementitious coating.

7. Wood, provided the surfaces are finished for exterior use or wood of

proven exterior durability is used, such as cedar, redwood, and/or cypress.

8. Other materials determined as acceptable by the planning department.

c. Major exterior surfaces that are adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall be of one of the acceptable materials and shall be combined with at least 30 percent of one or more acceptable materials, or with 40 percent punched openings, with or without glass (or as much as allowed by the Uniform Building Code, whichever is less), neither of which are to be concentrated in any one location, unless to accentuate a design feature. Major exterior surfaces that are visible from but not adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall be considered transition walls and may have less than the 30 percent combination or less than 40 percent punched openings, but either shall not be reduced to zero percent). Reductions below 20 percent shall require staff approval. Such walls shall be screened from view with additional landscaping. The requirement to have at least 30 percent of one or more acceptable materials shall not apply to the loading dock wall.

d. Major exterior surfaces that are adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall not exceed 160 feet zero inches in length without a minimum four-foot depth change (recesses, protrusions, or a combination thereof), with at least two feet of such change to be in the entire height of the facade.

e. Alternatively, exterior wall surfaces are to be designed with architectural interest through multiple design techniques such as, but not limited to, architectural forms, reveals, textures, cornice detailing, changes in surface planes, color, punched openings and/or changes in parapet elevations. The use of design techniques alone or lower percentage of additional acceptable materials noted in subsection (e)(4)c. of this section shall require site plan review and approval by the city planning commission.

f. The building shall be designed so as to prevent the appearance of straight, unbroken lines in the horizontal and vertical surfaces.

g. Main entrances shall be emphasized with a complementary material which is different from the primary building material.

h. Garage doors shall have a color that matches or coordinates with the buildings primary body color.

i. The building shall be designed to screen equipment located on the roof of the building. Alternatively, such equipment shall be located in such a manner so that it cannot be seen from the adjacent public street, public path/trail, or adjacent residentially zoned property at the same elevation of the first floor of the building.

(5) Landscaping. Notwithstanding the provisions of subdivision IV of division 5 of this article, the following requirements shall be met:

a. Of the total number of overstory trees required, a minimum of 25 percent shall be ornamental trees and 25 percent shall be conifer trees.

b. A landscaping credit of up to 25 percent may be given to a site plan which contains exterior sculptures, fountains, ponds beyond those required for storm drainage and other site enhancements as approved by the building and zoning administrator.

c. Underground irrigation shall be installed within the front yard and all

landscaped areas adjacent to a public right-of-way.

Thank you for the opportunity to submit this letter, and an updated draft of code, for your consideration. It is greatly appreciated.

Highest Regards,
Jessica Houlihan
CEO, Onyx Strategic Partners

Applicants Proposed Amendments

Sec. 30-1295. BP business park district.

(a) *Purpose.*

(1) The business park district is established to encourage a planned, integrated environment for certain industrial, office, and commercial uses, which are compatible with and complement each other as well as the surrounding land uses. The underlying land use designation within the district may vary and may be either light industrial or highway business. Development within the business park district will correspond with the land use designation. Industrial and office uses are allowed where the land use designation is light industrial, and commercial uses are allowed where the land use designation is highway business.

(2) It is the intent of this section that development reflect common themes using compatible architectural design and consistency in signage, landscaping, and lighting. It is also the intent to encourage businesses, which generate a high number of jobs per square foot rather than predominantly warehouse type uses.

(b) Permitted uses. Permitted uses in the BP district are as follows:

(1) Business offices.

(2) Mail order operations.

(3) Manufacturing, light.

(4) Medical Facilities, Outpatient

~~(4)~~(5)

~~(5)~~(6) Research and development facilities.

~~(6)~~(7) Sherburne County Fair.

~~(7)~~(8) Office/showroom spaces.

(9) Warehouse spaces (not exceeding ~~50~~ 75 percent of the entire building).

(10)Wholesale businesses (business-to-business).

(11)Machine shops.

(12)Printing and publishing.

(13)Repair services, except for businesses related to passenger vehicles and trucks.

(c) Accessory uses. Accessory uses in the BP district are as follows:

(1) Cocktail rooms.

(2) Massage, therapeutic establishments (when offered within the confines of a medical or chiropractic clinic).

(3) Parking lots.

(4) Retail sales, provided the following conditions are met:

a. The retail sales activity shall not be located in an administrative office facility, but shall be located within a business, the principal use of which is not commercial sales.

b. The retail sales activity shall not occupy more than 15 percent of the gross floor area, or a maximum of 5,000 square feet of the occupied quarters, whichever is less.

c. The retail sales activity shall be related and subordinate to the principal use.

d. No sign identifying or promoting that retail sales occur within the building shall be visible from outside the building.

e. Freestanding retail shops and stores shall be limited to those which complement other uses within the business park and provide a service to those other businesses, and shall not exceed 20,000 square feet in size.

f. Retail/wholesale sales incidental to products manufactured, assembled, or warehoused on the premises may be permitted as an accessory use provided no more than ten percent of the building is used for retail/wholesale sales.

(5) Signs (as permitted in section 30-851 et seq.).

(6) Structures, accessory (provided the materials are the same as those of the existing principal structure).

(d) Conditional uses. Conditional uses in the BP district are as follows:

(1) Brewer taprooms.

(2) Government facilities.

(3) Loading areas/overhead doors when located in front yards.

(4) Microbreweries.

(5) Microdistilleries.

(6) Health and fitness clubs.

(7) Indoor commercial dog kennel.

~~(5)~~(8) Motor vehicle repair shops, provided that they meet the following conditions:

a. All repair services shall be conducted inside the building.

b. Merchandise shall be stored inside the building.

c. All damaged vehicles stored on the premises shall be stored within an area which is screened by a six-foot high 100 percent opaque fence constructed of factory finished metal or vinyl material.

d. The building shall comply with the material requirements of this section, and 30 percent of any building face and all overhead doors facing any public street shall be constructed of glass material.

e. No sales or display of merchandise outside the building.

f. The building shall be a minimum of 15,000 square feet.

~~(6)~~(9) Outdoor storage, provided the storage area:

a. Is accessory to a principal permitted or conditional use; and

b. Complies with the accessory structure setback requirement applicable to the property; and

c. Is no larger than 30 percent of the building area; and

d. Includes screening so as to provide a visual barrier. Any such barrier shall reduce visibility in a manner that restricts vision of the object being screened, but is not required to totally block the vision of any such object.

1. Screening shall consist of two or more of the following:

i. A compact evergreen or deciduous hedge or evergreen, overstory and ornamental trees of sufficient width and density; or

a. Hedge material must be at least three feet in height.

b. Deciduous trees must be at least two inches in diameter as measured six inches above the ground.

c. Coniferous trees must be at least six feet in height.

ii. An earth berm of sufficient height to provide an effective screen throughout the year; or

a. Earth berms shall not have a slope of more than three feet horizontal to one foot vertical or be located within any street right-of-way unless otherwise approved by the city engineer.

iii. A screening fence constructed of one or more of the following materials:

a. Factory finished metal or vinyl panels.

b. Wood.

~~(7)~~(10) Storage tanks (aboveground).

~~(8)~~(11) Warehouse space (exceeding 50 percent of the total building floor area up to a maximum of 65 percent).

Sec. 30-1295. BP business park district.

(a) *Purpose.*

(1) The business park district is established to encourage a planned, integrated environment for certain industrial, office, and commercial uses, which are compatible with and complement each other as well as the surrounding land uses. The underlying land use designation within the district may vary and may be either light industrial or highway business. Development within the business park district will correspond with the land use designation. Industrial and office uses are allowed where the land use designation is light industrial, and commercial uses are allowed where the land use designation is highway business.

(2) It is the intent of this section that development reflect common themes using compatible architectural design and consistency in signage, landscaping, and lighting. It is also the intent to encourage businesses, which generate a high number of jobs per square foot rather than predominantly warehouse type uses.

(b) Permitted uses. Permitted uses in the BP district are as follows:

(1) Business offices.

(2) Mail order operations.

(3) Manufacturing, light.

(4) Medical Facilities, Outpatient

(5) Printing and publishing.

(6) Repair services, except vehicles, trailers, and combustible engines. (For example, but not limited go, technology repair, equipment repair, shoe repair, seamstress, piano repair, etc.)

(7)

~~(5)~~(8) Research and development facilities.

~~(6)~~(9) Sherburne County Fair.

~~(7)~~(10) Office/showroom spaces.

(11)Warehouse spaces (not exceeding 50 percent of the entire building).

(c) Accessory uses. Accessory uses in the BP district are as follows:

(1) Cocktail rooms.

(2) Massage, therapeutic establishments (when offered within the confines of a medical or chiropractic clinic).

(3) Parking lots.

(4) Retail sales, provided the following conditions are met:

a. The retail sales activity shall not be located in an administrative office facility, but shall be located within a business, the principal use of which is not commercial sales.

b. The retail sales activity shall not occupy more than 15 percent of the gross floor area, or a maximum of 5,000 square feet of the occupied quarters, whichever is less.

c. The retail sales activity shall be related and subordinate to the principal use.

d. No sign identifying or promoting that retail sales occur within the building shall be visible from outside the building.

e. Freestanding retail shops and stores shall be limited to those which complement other uses within the business park and provide a service to those other businesses, and shall not exceed 20,000 square feet in size.

f. Retail/wholesale sales incidental to products manufactured, assembled, or warehoused on the premises may be permitted as an accessory use provided no more than ten percent of the building is used for retail/wholesale sales.

(5) Signs (as permitted in section 30-851 et seq.).

(6) Structures, accessory (provided the materials are the same as those of the existing principal structure).

(d) Conditional uses. Conditional uses in the BP district are as follows:

(1) Brewer taprooms.

(2) Government facilities.

(3) Loading areas/overhead doors when located in front yards.

(4) Microbreweries.

(5) Microdistilleries.

(6) Motor vehicle repair shops, provided that they meet the following conditions:

a. All repair services shall be conducted inside the building.

b. Merchandise shall be stored inside the building.

c. All damaged vehicles stored on the premises shall be stored within an area which is screened by a six-foot high 100 percent opaque fence constructed of factory finished metal or vinyl material.

d. The building shall comply with the material requirements of this section, and 30 percent of any building face and all overhead doors facing any public street shall be constructed of glass material.

e. No sales or display of merchandise outside the building.

f. The building shall be a minimum of 15,000 square feet.

(7) Outdoor storage, provided the storage area:

a. Is accessory to a principal permitted or conditional use; and

b. Complies with the accessory structure setback requirement applicable to the property; and

c. Is no larger than 30 percent of the building area; and

d. Includes screening so as to provide a visual barrier. Any such barrier shall reduce visibility in a manner that restricts vision of the object being screened, but is not required to totally block the vision of any such object.

1. Screening shall consist of two or more of the following:

i. A compact evergreen or deciduous hedge or evergreen, overstory and ornamental trees of sufficient width and density; or

a. Hedge material must be at least three feet in height.

b. Deciduous trees must be at least two inches in diameter as measured six inches above the ground.

c. Coniferous trees must be at least six feet in height.

ii. An earth berm of sufficient height to provide an effective screen throughout the year; or

a. Earth berms shall not have a slope of more than three feet horizontal to one foot vertical or be located within any street right-of-way unless otherwise approved by the city engineer.

iii. A screening fence constructed of one or more of the following materials:

a. Factory finished metal or vinyl panels.

b. Wood.

(8) Storage tanks (aboveground).

(9) Warehouse space (exceeding 50 percent of the total building floor area up to a maximum of 65 percent).

The City of Eagan (example)	The City of Blaine (example)	The City of Elk River (currently)	The City of Elk River (proposed additional)
Permitted Uses	**Permitted Uses**	**Permitted Uses**	**Permitted Uses**
Adult establishments.	Manufacturing uses: manufacturing, compounding, processing, packaging, storage, treatment, or assembly of products and materials within a structure, except for rendering/slaughtering/refining facilities, cannabis cultivation and cannabis manufacturing.	Business offices.	Warehousing (up to 75%)
Financial institutions and banks (without drive-through facilities).	Warehousing.	Mail order operations.	Wholesale businesses.
Freestanding satellite dishes, subject to the regulations thereof elsewhere in this chapter.	Wholesale businesses.	Manufacturing, light.	Research laboratories, when wholly contained within a building and which meet and maintain all applicable standards established by the state.
Office and office buildings.	Business and professional offices, not including medical.	Research and development facilities.	Technical, vocational and business schools.
Office/warehouses and office/showrooms.	Engraving shops.	Sherburne County Fair.	Machine shops.
Processing, packaging, cleaning, storage, assembling, servicing, repair or testing of materials, goods or products, when wholly contained within a building and which meet and maintain all applicable standards established by the state.	Machine shops.	Office/showroom spaces.	Printing and publishing.
Public utility tower mounted antennae, subject to the regulations thereof elsewhere in this chapter.	Printing and publishing.	Warehouse spaces (not exceeding 50 percent of the entire building).	Repair services, except for businesses related to passenger vehicles and trucks.
Public utility uses.	Repair services, except for businesses related to passenger vehicles and trucks.		
Research laboratories, when wholly contained within a building and which meet and maintain all applicable standards established by the state.	Service uses of blue-printing, duplicating, mailing, and graphic arts.		
Technical, vocational and business schools.	Research and design laboratories.		
Cannabis microbusiness (indoor cultivation only).	Data center.		
Cannabis mezzobusiness (indoor cultivation only).	Uses not explicitly enumerated in this section as permitted uses, but closely similar thereto as determined by the zoning administrator, provided these uses are not explicitly mentioned as permitted or conditional uses elsewhere in the ordinance.		
Cannabis cultivator (indoor only).			
Cannabis manufacturer.			
Cannabis wholesaler.			
Cannabis testing facility.			
Cannabis event organizer (office use only).			
Medical cannabis combination business (indoor cultivation only).			
Conditional Uses	**Conditional Uses**	**Conditional Uses**	**Conditional Uses**
Coffee kiosks, subject to the regulations thereof elsewhere in this chapter.	Commercial nurseries/greenhouses.	Brewer taprooms.	Health and fitness clubs.
Daycare facilities.	Online purchase pick-up location.	Government facilities.	Indoor commercial dog kennel.
Elementary and middle schools.	Heliports.	Loading areas/overhead doors when located in front yards.	
Financial institutions and banks with drive-through facilities.	Passenger vehicle service, major repair, including painting, body work and dismantling, exclusive of auto reduction yards. Storage of vehicles shall be screened with 100 percent opaqueness.	Microbreweries.	

	Outdoor storage of passenger vehicles or vans, other than those specified in section 121-21(6), provided such storage shall be screened with 100 percent opaqueness. Such outdoor storage shall be related specifically to a permitted or approved conditional use.		
Health care facilities.	Two or more buildings on same lot, provided such buildings relate to one permitted or conditional use.	Microdistilleries	
Health and fitness clubs.	Building over 50 feet from ground level.	Motor vehicle repair shops, provided that they meet conditions	
Hotels and motels.	Indoor vehicles sales showroom.	Outdoor storage, provided the storage area:	
Restaurants—Full service and casual and any outdoor dining area in conjunction therewith, subject to the regulations thereof elsewhere in this chapter.	Zero lot line, with shared access or parking.	Storage tanks (aboveground).	
	Principal adult uses, as defined and licensed under chapter 22, article II.	Warehouse space (exceeding 50 percent of the total building floor area up to a maximum of	
	Indoor commercial dog kennel with or without dwelling for night watchperson.		
	Personal care, health care, recreation, fitness, or education related commercial services. Sites must be able to demonstrate adequate on-site parking. Uses must be destination based and not generate traffic volumes measurably above the range normally expected by the other allowed I-1 uses. With the exception noted in section 121-21(3), general retail sales is not permitted under this section.		
	Brewer taproom as associated with and on the same site as a licensed brewery.		
	Ground-mounted solar as an accessory use.		
Accessory Uses	**Accessory Uses**	**Accessory Uses**	**Accessory Uses**
Coffee shops and cafeterias located within the principal structure.	Dwelling for watchman (not to exceed 500 square feet) and limited to one person.	Cocktail rooms.	
Garages or similar structures used to store vehicles and equipment.	Retail sales, incidental to manufacturing, of products manufactured, assembled, or warehoused on the premises, provided no more than ten percent of the building is used for retail space.	Massage, therapeutic establishments (when offered within the confines of a medical or	
Parking and loading as regulated herein.	Coffee shops/cafeteria for employees.	Parking lots.	
Retail sales of any service or any product, goods or material produced at or directly related to the principle use on site, subject to the following:	Recreational facilities for employees.	Retail sales, provided the following conditions are met:	
The retail sales are subordinate to the principle use.	Day care related to employee.	Signs (as permitted in section 30-851 et seq.).	
The gross floor area used for the retail sales is not more than 15 percent of the total gross floor area or 3,000 square feet, whichever is less, of the principle building if a single user/occupant or of the principle user's occupied space if within a multiple-user structure.	Cars, vans, pickup trucks, and utility trailers no longer than 15 feet in length parked outside and used by employees or visitors in the normal course of the business operation parked in the side and rear yard outside of the required parking stalls.	Structures, accessory (provided the materials are the same as those of the existing principal	
The retail sales are owned and operated solely by the principle user/occupant of the subject site.			

Temporary outdoor event, cultural/entertainment event, and outdoor food sales, subject to regulations thereof elsewhere in this chapter.			

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

Ordinance 26 - 15

An Ordinance Amending Chapter, 30, Section 30-1295, BP business park district, 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 § **30-1295**, **BP business park district,** of the City of Elk River Code of Ordinances shall be amended to read as follows:

Section 30-1295. BP business park district.

(a) *Purpose.*

(1) The business park district is established to encourage a planned, integrated environment for certain industrial, office, and commercial uses, which are compatible with and complement each other as well as the surrounding land uses. The underlying land use designation within the district may vary and may be either light industrial or highway business. Development within the business park district will correspond with the land use designation. Industrial and office uses are allowed where the land use designation is light industrial, and commercial uses are allowed where the land use designation is highway business.

(2) It is the intent of this section that development reflect common themes using compatible architectural design and consistency in signage, landscaping, and lighting. It is also the intent to encourage businesses, which generate a high number of jobs per square foot rather than predominantly warehouse type uses.

(b) *Permitted uses.* Permitted uses in the BP district are as follows:

(1) Business offices.
(2) Mail order operations.
(3) Manufacturing, light.
~~(3)~~(4) Medical facilities, outpatient.
(5) Printing and publishing.
(6) Repair services, except vehicles, trailers, and combustible engines. (For example, but not limited go, technology repair, equipment repair, shoe repair, seamstress, piano repair, etc.)
~~(4)~~(7) Research and development facilities.
~~(5)~~(8) Sherburne County Fair.
~~(6)~~(9) Office/showroom spaces.
~~(7)~~(10) Warehouse spaces (not exceeding 50 percent of the entire building).

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

Passed and adopted by the City Council of the City of Elk River this 15th day of June 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Justin Dunford, City Clerk

Sec. 30-1295. BP business park district.

(a) *Purpose.*

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(7) Warehouse spaces (not exceeding 50 percent of the entire building).

(c) *Accessory uses.* Accessory uses in the BP district are as follows:

(1) Cocktail rooms.

(2) Massage, therapeutic establishments (when offered within the confines of a medical or chiropractic clinic).

(3) Parking lots.

(4) Retail sales, provided the following conditions are met:

a. The retail sales activity shall not be located in an administrative office facility, but shall be located within a business, the principal use of which is not commercial sales.

b. The retail sales activity shall not occupy more than 15 percent of the gross floor area, or a maximum of 5,000 square feet of the occupied quarters, whichever is less.

c. The retail sales activity shall be related and subordinate to the principal use.

d. No sign identifying or promoting that retail sales occur within the building shall be visible from outside the building.

e. Freestanding retail shops and stores shall be limited to those which complement other uses within the business park and provide a service to those other businesses, and shall not exceed 20,000 square feet in size.

f. Retail/wholesale sales incidental to products manufactured, assembled, or warehoused on the premises may be permitted as an accessory use provided no more than ten percent of the building is used for retail/wholesale sales.

(5) Signs (as permitted in section 30-851 et seq.).

(6) Structures, accessory (provided the materials are the same as those of the existing principal structure).

(d) *Conditional uses.* Conditional uses in the BP district are as follows:

(1) Brewer taprooms.

(2) Government facilities.

(3) Loading areas/overhead doors when located in front yards.

(4) Microbreweries.

(5) Microdistilleries.

(6) Motor vehicle repair shops, provided that they meet the following conditions:

a. All repair services shall be conducted inside the building.

b. Merchandise shall be stored inside the building.

c. All damaged vehicles stored on the premises shall be stored within an area which is screened by a six-foot high 100 percent opaque fence constructed of factory finished metal or vinyl material.

d. The building shall comply with the material requirements of this section, and 30 percent of any building face and all overhead doors facing any public street shall be constructed of glass material.

e. No sales or display of merchandise outside the building.

f. The building shall be a minimum of 15,000 square feet.

(7) Outdoor storage, provided the storage area:

a. Is accessory to a principal permitted or conditional use; and

b. Complies with the accessory structure setback requirement applicable to the property; and

c. Is no larger than 30 percent of the building area; and

d. Includes screening so as to provide a visual barrier. Any such barrier shall reduce visibility in a manner that restricts vision of the object being screened, but is not required to totally block the vision of any such object.

1. Screening shall consist of two or more of the following:

i. A compact evergreen or deciduous hedge or evergreen, overstory and ornamental trees of sufficient width and density; or

a. Hedge material must be at least three feet in height.

b. Deciduous trees must be at least two inches in diameter as measured six inches above the ground.

c. Coniferous trees must be at least six feet in height.

ii. An earth berm of sufficient height to provide an effective screen throughout the year; or

a. Earth berms shall not have a slope of more than three feet horizontal to one foot vertical or be located within any street right-of-way unless otherwise approved by the city engineer.

iii. A screening fence constructed of one or more of the following materials:

a. Factory finished metal or vinyl panels.

b. Wood.

(8) Storage tanks (aboveground).

(9) Warehouse space (exceeding 50 percent of the total building floor area up to a maximum of 65 percent).

(e) *Additional standards.* The following additional standards apply in the BP district:

(1) *Loading spaces and overhead doors.*

a. Loading spaces/overhead doors shall be located in designated rear yards and secondarily in designated side yards. Loading areas/overhead doors shall not be located in designated front yards unless approved as a conditional use.

b. Loading spaces and overhead doors shall be designed to be compatible with the principal building. Architectural techniques and landscaping shall be employed to reduce visual impacts from adjacent properties and roadways.

(2) *Dumpsters and refuse enclosures.*

a. All dumpsters shall be completely screened from public view by using enclosures constructed of similar material as the principal building.

b. Refuse enclosures shall include gates and be located in designated rear or side yards.

(3) *Rooftop or ground electrical equipment; signs.*

a. All utility equipment shall either be:

1. Screened from the eye level view of adjoining properties by use of exterior walls and/or landscaping;

2. Painted to match or complement the building structures; or

3. Incorporated into an architectural design, as approved by the building and zoning administrator.

b. Notwithstanding the provisions of subdivision II of division 5 of this article, the following requirements regarding signage shall be met:

1. All freestanding signage shall be of a monument style sign and have a maximum size of 64 square feet and height of eight feet.

2. One on-premises business wall sign per occupancy, not to exceed two square feet in sign area for each linear foot of the building frontage up to a maximum of 128 square feet per occupancy, is permitted.

(4) *Exterior building finishes.*

a. It is the intent of the city to promote and encourage high standards of creative architectural design in the business park district.

b. In the business park zoning district, the following are acceptable building materials and finishes:

1. Brick.
2. Natural or cut stone.
3. Integrally colored split face (rock face), burnished, or glazed concrete masonry unit (excluding plain or painted).
4. Integrally colored and exposed aggregate precast concrete panels (excluding single-T or double-T panels, plain, uncolored, or raked finish) or specially designed, cast-in-place concrete.
5. Glass, architectural metal, fiberglass and aluminum, provided such panels are factory fabricated and finished with a durable nonfade surface and their fasteners are of a corrosion-resistant design.
6. Stucco, E.I.F.S., and other cementitious coating.
7. Wood, provided the surfaces are finished for exterior use or wood of proven exterior durability is used, such as cedar, redwood, and/or cypress.
8. Other materials determined as acceptable by the planning department.

c. Major exterior surfaces that are adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall be of one of the acceptable materials and shall be combined with at least 30 percent of one or more acceptable materials, or with 40 percent punched openings, with or without glass (or as much as allowed by the Uniform Building Code, whichever is less), neither of which are to be concentrated in any one location, unless to accentuate a design feature. Major exterior surfaces that are visible from but not adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall be considered transition walls and may have less than the 30 percent combination or less than 40 percent punched openings, but either shall not be reduced to zero percent). Reductions below 20 percent shall require staff approval. Such walls shall be screened from view with additional landscaping. The requirement to have at least 30 percent of one or more acceptable materials shall not apply to the loading dock wall.

d. Major exterior surfaces that are adjacent to any public street, public trail/path, or adjacent residentially zoned properties shall not exceed 160 feet zero inches in length without a minimum four-foot depth change (recesses, protrusions, or a combination thereof), with at least two feet of such change to be in the entire height of the facade.

e. Alternatively, exterior wall surfaces are to be designed with architectural interest through multiple design techniques such as, but not limited to, architectural forms, reveals, textures, cornice detailing, changes in surface planes, color, punched openings and/or changes in parapet elevations. The use of design techniques alone or lower percentage of additional acceptable materials noted in subsection (e)(4)c. of this section shall require site plan review and approval by the city planning commission.

f. The building shall be designed so as to prevent the appearance of straight, unbroken lines in the horizontal and vertical surfaces.

g. Main entrances shall be emphasized with a complementary material which is different from the primary building material.

h. Garage doors shall have a color that matches or coordinates with the building's primary body color.

i. The building shall be designed to screen equipment located on the roof of the building. Alternatively, such equipment shall be located in such a manner so that it cannot be seen from

the adjacent public street, public path/trail, or adjacent residentially zoned property at the same elevation of the first floor of the building.

(5) *Landscaping.* Notwithstanding the provisions of subdivision IV of division 5 of this article, the following requirements shall be met:

a. Of the total number of overstory trees required, a minimum of 25 percent shall be ornamental trees and 25 percent shall be conifer trees.

b. A landscaping credit of up to 25 percent may be given to a site plan which contains exterior sculptures, fountains, ponds beyond those required for storm drainage and other site enhancements as approved by the building and zoning administrator.

c. Underground irrigation shall be installed within the front yard and all landscaped areas adjacent to a public right-of-way.

(Code 1982, § 900.12(16); Ord. No. 00-11, § 1, 6-19-2000; Ord. No. 00-16, §§ 1—3, 9-18-2000; Ord. No. 01-13, § 1, 8-20-2001; Ord. No. 02-01, § 1, 1-22-2002; Ord. No. 02-04, § 2, 4-15-2002; Ord. No. 04-11, § 1, 7-19-2004; Ord. No. 05-08, § 1, 4-4-2005; Ord. No. 05-19, § 2, 8-15-2005; Ord. No. 06-04, 3-20-2006; Ord. No. 07-07, § 6, 7-16-2007; Ord. No. 07-11, § 1, 8-20-2007, Ord. No. 07-12, § 1, 8-20-2007; Ord. No. 09-06, § 3, 7-20-2009; Ord. No. 10-19, § 2, 10-18-2010; Ord. No. 12-11, § 6, 7-16-2012; Ord. No. 12-15, § 1, 10-15-2012; Ord. No. 15-03, § 8, 1-20-2015; Ord. No. 16-16, § 5, 7-18-2016; Ord. No. 18-03, § 9, 3-19-2018)

Editor's note(s)—Ord. No. 18-03, § 9, adopted March 19, 2018, renumbered § 30-1294 as § 30-1295.

7.1 Ordinance 26-14: Add Outpatient Medical Facilities as a Conditional Use in the Business Park, Lift PT

Moved by Councilmember Wagner and seconded by Councilmember Beyer to Adopt Ordinance 26-14 amending Section 30-1295, Business Park District, establishing Outpatient Medical Facilities as a Conditional Use. Motion carried 5-0.

A Conditional Use permit Requesting allowance of Outpatient Health Care Facilities in BP. Applicant went before Planning Commission for a Concept Review. Commission unanimously recommended approval of the ordinance amendment.

Public Hearing - Kelsey Francine?
Owner of Lift PT. Looking for space for three years to expand PT operations in city. 65% of athletes treated are local athletes, HS and College. Building usage is much better in warehouse-type settings.

Wagner - PC did recommend approval of the amendment. She personally helped owner and is very supportive of seeing this change occurring in the business park to best reflect times and how businesses change and adapt.

7.2 Ordinance 26-15: Allowed Uses in the Business Park Zoning District, Onyx Strategic Partners

Seeking amendment to allow a number of additional usages in the Business Park. Business park has been amended numerous times to respond to the business and commercial market. Recreational uses are often discouraged in industrial zoning areas.

Recreation users may be exposed to a number of hazards. BP is intended to preserve areas for manufacturing, processing, and similar employment-generating business.

PC agreed with some alterations but disagreed with others.
Wholesale, Printing bad publishing, Repair services (notvehicles), Machine Shops, Health and Fitness Clubs, Internal Dog Kennel.

Question from Wagner - comment at end of PC meeting made mention of having higher ceilings for some recreational purposes. Good coordination between business reasons. Question is why is recreation any different than allowing something like a brewery in the Business Park.

Discussion of Upland Park Batting Cages and considering CUPs or IUPs instead of Permitted Usage. Review Recording.

7.3 Ordinance 26-16: Oakwater Ridge PUD Standards Related to Signage, Capstone Homes

Developer is seeking to begin marketing the development. They are seeking approvals for amendments to marketing signage and larger entrance sign.

No public hearing.

7.4 Ordinance Amendment and Conditional Use Permit: Data Center, Michael Margulies, 19178 Industrial Blvd NW

Request for Action

To
City Council

Item Number
4.5

Meeting Date
July 6, 2026

Prepared By
Lori Stich, Finance Manager

Item Description
Resolution 26-42: Authorize Transfer from the Liquor Fund to the Park Improvement Fund

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Adopt, by motion, Resolution 26-42 authorizing the transfer from the Municipal Liquor Fund to the Park Improvement Fund

Background/Discussion
The Park Improvement Funding Policy allows for the transfer from the Municipal Liquor Fund of up to 45% of operating income, less budgeted transfer or $250,000, whichever is greater.

The goal is to provide long-term funding source stability and allow for planning of the replacement and maintenance of city park assets.

Based on the funding policy, the amount of the transfer from the Municipal Liquor Fund to the Park Improvement Fund will be $250,000.

Financial Impact
The 2026 transfer amount of $250,000 is budgeted for in the Municipal Liquor Fund.

Mission/Policy/Goal
Responsibly grow and develop a sustainable and prosperous community.

Attachments
1. Resolution 26-42: Authorize Transfer from Liquor Fund to PIF

City of Elk River
City Council

Resolution 26-42

A Resolution of the City Council of the City of Elk River Authorizing a Transfer from the Liquor Fund to the Park Improvement Fund

WHEREAS, The City Council approved the establishing of the Park Improvement Funding Policy on June 2, 2008, and revised the policy on June 21, 2021; and

WHEREAS, The City Council has reviewed the request and determined it to be a sound financial practice; and

WHEREAS, It has been determined that $250,000 should be transferred out of the Liquor Fund to provide funding for the Park Improvement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** The transfer of $250,000 from the Liquor Fund to the Park Improvement Fund.

Passed and adopted this 6th day of July 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
4.6

Meeting Date
July 6, 2026

Prepared By
Lori Stich, Finance Manager

Item Description
Resolution 26-43: Authorize Transfer from the Government Building Fund to the 2020B CIP Refunding Debt Service Fund.

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Adopt, by motion, Resolution 26-43 authorizing the transfer from the Government Building Fund to the 2020B CIP Refunding Debt Service Fund.

Background/Discussion
In November 2020, the City Council authorized the issuance of $5,340,000 Capital Improvement Plan Refunding Bonds, Series 2020B, to refund the Series 2010A and 2012A Capital Improvement Plan Bonds.

The bonds are a general obligation of the city payable by a tax levy or other sources. The scheduled payments for 2026 include an interest payment of $38,847.50 and principal payment of $320,000 due February 1, 2026, and an interest payment of $30,847.50 due August 1, 2026, for the 2020B CIP Refunding Bonds.

Financial Impact
The Government Building fund has a cash balance of $3,442,166 and will transfer $389,695 to the 2020B CIP Refunding Debt Service Fund.

Mission/Policy/Goal
Responsibly grow and develop a sustainable, prosperous community.

Attachments
1. Resolution 26-43: Government Building Fund Transfer to 2020B CIP Debt Service

City of Elk River
City Council

Resolution 26-43

A Resolution of the City Council of the City of Elk River Authorizing a Transfer from the Government Building Fund to the 2020B CIP Refunding Debt Service Fund

WHEREAS, The City Council authorized the issuance of the 2020B Capital Improvement Refunding Bonds on November 2, 2020; and

WHEREAS, The bonds are a general obligation of the city payable by a tax levy or other sources; and

WHEREAS, The City Council has reviewed the request to transfer funds from the Government Building fund for the debt service payments and consented to the following.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** The transfer of $389,695 from the Government Building Fund to the 2020B CIP Refunding Debt Service Fund.

Passed and adopted this 6th day of July 2026.

_____
John J. Dietz, Mayor

ATTEST:

_____
Justin Dunford, City Clerk

Request for Action

To
City Council

Item Number
4.7

Meeting Date
July 6, 2026

Prepared By
Katie Harstad, Community Event Center Manager

Item Description
FT Center 2027 Rate Schedule

Reviewed by
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the 2027 FT Center rate schedule as presented.

Background/Discussion
The City Council and Community Event Center Commission held a joint work session to discuss the 2027 FT Center rate schedule on June 15, 2026. Staff solicited comparable rates and presented the findings. The following rate schedule is the result of their collaborative efforts:

Effective August 1, 2026

- Adjust the ISD 728 School Hours from 7:00 AM -2:00 p.m. to 6:00 a.m. - 2:00 p.m.
- Add 2026 Premium Game Ice to include Jumbotron & Music staff at $300 per hour through December 31, 2026.
- Add 2026 Deluxe Game Ice to include Jumbotron, Music, & Announcing staff at $335 per hour through December 31, 2026.

Effective January 1, 2027

2027 Ice Rental Rates (Cornerstone Automotive Arena or Kiser Construction Arena)

- **Bronze (rented 0+ hours in 2026)**
  - $276/hr = Prime (September-March)
  - $220/hr = Non-Prime (April-August)
  - $311/hr = Premium Game Ice (Includes Jumbotron, Music)
  - $346/hr = Deluxe Game Ice (includes Jumbotron, Music, Announcer)
  - $138/hr = ISD 728 School Days (6 a.m.- 2 p.m.)

Silver Home Affiliate (rented 200+ hours in 2026)

- $270/hr = Prime (September-March)

- $209/hr = Non-Prime (April-August)
- $304/hr = Premium Game Ice (Includes Jumbotron, Music)
- $339/hr = Deluxe Game Ice (includes Jumbotron, Music, Announcer)
- $138/hr = ISD 728 School Days (6 a.m.- 2 p.m.)
- **Gold Home Affiliate (rented 800+ hours in 2026)**
    - $262/hr = Prime (September—March)
    - $187/hr = Non-Prime (April-August)
    - $295/hr = Premium Game Ice (Includes Jumbotron, Music)
    - $328/hr = Deluxe Game Ice (includes Jumbotron, Music, Announcer)
    - $138/hr = ISD 728 School Days (6 a.m.- 2 p.m.)

2027 Field House Rental Rates (The Yard x Rinks & Links)

- **Bronze (rented 0+ hours in 2026)**
    - $203/hr = November-April
    - $146/hr = May, September, October
    - $105/hr = June-August
    - $100/hr = ISD 728 School Days (6 a.m.- 2 p.m.)
- **Silver Home Affiliate (rented 200+ hours in 2026)**
    - $199/hr = November-April
    - $134/hr = May, September, October
    - $97/hr = June-August
    - $100/hr = ISD 728 School Days (6 a.m.- 2 p.m.)
- **Gold Home Affiliate (rented 800+ hours in 2026)**
    - $193/hr = November-April
    - $124/hr = May, September, October
    - $89/hr = June-August
    - $100/hr = ISD 728 School Days (6 a.m.- 2 p.m.)

2027 Room Rental Rates:

- **Bronze (rented 0+ hours in 2026)**
    - $100/hr = Flex Space
    - $50/hr = Party Room A or B
    - $95/hr = Party Rooms A & B Combined
    - $125/hr = Overlook Café
    - $110/hr = Overlook Lounge
    - $75/hr = Senior Activity Center
        - Available to Senior Center Members Only
        - $200 Damage Deposit
        - $50 for Pool Table Use
- **Silver Home Affiliate (rented 200+ hours in 2026)**
    - $98/hr = Flex Space
    - $49/hr = Party Room A or B
    - $93/hr = Party Rooms A & B Combined
    - $123/hr = Overlook Café
    - $108/hr = Overlook Lounge

- **Gold Home Affiliate (rented 800+ hours in 2026)**

    - $95/hr = Flex Space
    - $48/hr = Party Room A or B
    - $90/hr = Party Rooms A & B Combined
    - $119/hr = Overlook Café
    - $105/hr = Overlook Lounge
- **Catering Discount available for all room rentals**
    - $25 off Room Fee for every $100 purchased in catering (except for the first hour of rental, which cannot be discounted)

2027 Monthly Space Rental Rates

- $1.04/sq ft/month = Storage Space, Dryland Training Area, Locker Room Space
- $1.46/st ft/month = Retail Space, Office Space

Miscellaneous Rates:

- $35/hr/staff = Event Production Workers to operate the music, Jumbotron, announcing, scoreboard, and other needs related to events at the FT Center.

Financial Impact
The FT Center ice, field house, and room rental rates are a significant source of operational revenue for the FT Center budget.

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

Attachments
None

Request for Action

To
City Council

Item Number
4.8

Meeting Date
July 6, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Resolution 26-44: Appointing Election Judges for the 2026 Elections

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Adopt, by motion, Resolution 26-44 appointing election judges for the 2026 elections.

Background/Discussion
Minnesota Statute §204B.21 requires election judges for precincts in a city to be appointed by the Council at least 25 days before the election at which the judges will serve.

The attached resolution lists the judges who have been assigned to work the Statewide Primary Election on August 11, 2026, and the Statewide General Election on November 3, 2026.

Financial Impact
Election Judges are paid a wage of $14 per hour, and co-chairs are paid $18 per hour.

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

Attachments
1. Resolution 26-44: Appointing Election Judges for Statewide Primary

City of Elk River
City Council

Resolution 26-44

A Resolution of the City Council of the City of Elk River Appointing Election Judges for the 2026 Elections

WHEREAS, pursuant to Minnesota Statute §204B.21, the City Council shall officially approve the appointment of the election judges; and

WHEREAS, the City of Elk River City Council hereby adopts the judges listed on Exhibit A, hereto attached, as the official judges for the Statewide Primary Election on August 11, 2026, and the Statewide General Election on November 3, 2026, with the understanding that changes may be necessary to the appointments in order to fill vacancies and meet party balance.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** that the names listed in Exhibit A, attached hereto, are the official election judges for the City of Elk River 2026 elections, and the City Council authorizes the city clerk to appoint additional judges as needed.

Passed and adopted this 6th day of July 2026.

_____

John J. Dietz, Mayor

ATTEST:

_____

Justin Dunford, City Clerk

EXHIBIT A

Bailey	Lisa
Beckers	Connie
Benzel	Jennifer
Boucher	Catrina
Brallier	Amy
Britt	Xera
Budreau	LeAnne
Carlson	Ellen
Cole	Becky
Cook	Denise
Cormier	Wendy
Davis	Heath
Davis	Paula Jo
Degreeff	Charles
Degreeff	Sue
Dierks	Joel
Dierks	Maria
Erickson	Keri
Fermoyle	Melissa
Filer	Janice
Foss	Laura
Giemza	Andrew
Goeden-Massuch	Jolene
Gragert	Carol
Gross	Tiffany
Hales	Sue
Haugen	Julie
Hjermstad	Deb
Hjermstad	Ross
Hobbie	Samantha
Johnson	Dustin
Kampa	Sharon
Kent	Jeremy
Koppendrayer	Tami
Krutzig	Brent
Lockwood	Diane
Lovelette	Cindy
Lovelette	Wade
Lynch	Diane
Matushin	Elycia
Miller	Teresa
Muellenberg	Rochelle
Mulligan	Karen
Nelson	Steve
Nowak	Terry
Nutt	Tammy
Olson	Christina
Olson	Redgie
Palmer	Kevin
Porter	Joshua
Prall	Jaclyn
Prehatney	Garrett
Reker	DeAnn
Remick	Cynthia
Roy	Mary
Russ	Emma
Savage	Deb
Schneider	Cindy
Schultz	Linda
Sharratt	Carolyn
Shepherd	Deborah
Stevens	Leah
Suggs	Handsome
Sutton	Dianne
Taggart	Karen
Takle	Roberta
Varela Quintanilla	Marcelo
Wagner	Ken
Wolff	Brandon
Youngdahl	Terese
Yunker	Mary

Request for Action

To
City Council

Item Number
4.9

Meeting Date
July 6, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary On-Sale Liquor License: Saint Andrew Catholic Church

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, a Temporary On-Sale Liquor License for the Church of St. Andrew for their event scheduled for September 20, 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 Church of St. Andrew applied for a Temporary On-Sale Liquor License for their event at the location of 566 4th Street NW.

Financial Impact
N/A

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

Attachments
None

Request for Action

To
City Council

Item Number
4.10

Meeting Date
July 6, 2026

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

Item Description
FT Center Restroom/Shower Improvements — Architect Letter of Agreement

Reviewed by
Katie Harstad
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the letter of agreement for professional services with LSE Architects to design restroom and shower improvements at the FT Center.

Background/Discussion
Staff discussed restroom/shower improvements at the FT Center during the April 13 Community Event Center Commission Regular Meeting, the April 20 City Council Work Session, and the June 15 City Council and Community Event Center Commission Joint Session. The improvements at The Yard warrant improved restroom facilities based on continued demand for larger events, drawing 300 to 2,000 attendees. The facility designed a single visiting locker room with built-in shower facilities; however, that locker room has been converted to the Squatch home locker room and is rented by them annually. Visiting teams at any level do not have access to showers, and this is notably challenging for high school and junior teams traveling great distances after events. Furthermore, the Squatch are moving up from the USPHL to the NCDC league, and the FT Center is regionally recognized as a premier venue. Locker room showers are necessary to attract premier tournaments and showcases in the future.

Scope of work:

- Remodeling an existing 175 SF storage room in The Yard x Rinks and Links into a triple single-use restroom.
- Remodeling an existing 185 SF storage room in Cornerstone Arena into dual shower rooms (west).
- Remodeling an existing 185 SF storage room in Cornerstone Arena into dual shower rooms (east).

LSE has included the services of structural and MEP engineering within the scope of work.

Financial Impact
The Building Reserve Fund receives revenue from the WM Landfill agreement and maintains a healthy balance. It is intended, by policy, to be utilized for major system replacement in city-owned facilities. The city has invested significantly in facilities and has been diligent in the maintenance of those facilities, so there are very

few large projects on the near horizon. An interfund loan provides flexible financing and adds a new revenue stream to the Building Reserve Fund to ensure solvency long into the future.

Because of the contractual agreements for community partnerships and growing operating revenues, staff feels comfortable financing planned/proposed capital improvements with an interfund loan from the Building Reserve Fund. Professional services total $10,400. Construction costs are expected to be near $200,000 and will be bid once LSE completes the design.

Mission/Policy/Goal
Meet changing needs - agile.

Attachments
1. FT Center - Letter of Agreement-2026.06.23
2. EXHIBIT - RESTROOMS
3. EXHIBIT - SHOWERS
4. Exhibit - B LSE Reimbursable Expenses_2026
5. Exhibit - C LSE Hourly Rates_2026

June 23, 2026

Ms. Katie Harstad, FT Event Center Manager
Elk River – Furniture and Things Community Event Center
1000 School Street Northwest
Elk River, MN 55330

Subject: **FT Event Center Restrooms and Shower Enhancements**
Letter of Agreement for Professional Services

Kartie,

Thank you for the opportunity to submit a Letter of Agreement for Professional Services regarding the building enhancements located in Elk River, MN. The letter outlined below is between LSE Architects (Architect) and City of Elk River - FT Event Center (Owner) providing professional services for building remodeling on the existing property.

PROJECT DESCRIPTION
The event center is located at 1000 School Street Northwest in Elk River, MN. The project consists of a building enhancement remodeling. The building is situated in the heart of the city public-school complex. The building is fully sprinklered, has a steel frame structure with bar joists and metal deck roofing and steel stud exterior walls, and is occupied. The program is listed below with approximate square footages.

Project Elements/ Program:
Site:
- Architect services are interior related only

Building
- Key spaces:
  - Remodeling an existing 175 SF storage room into a triple single use restroom. - to be verified
  - Remodeling an existing 185 SF storage room into dual shower rooms (west) - to be verified
  - Remodeling an existing 185 SF storage room into dual shower rooms (east) - to be verified
- Extent of Scope of Services: Owner plans to execute a single-phase construction delivery by employing building enhancements totaling roughly 550 SF plus related impacted space.
- Existing plan documents: Owner to share as-built digital project documentation (plans, interior elevations, building systems),

General Construction Budget
Architect understands there is no general construction budget established. Based on the type of work outlined, and the current industry pricing trends, the Architect anticipates a square foot cost range of between $225 to $275.

Project Schedule

LSE will begin services upon receipt of the signed Letter of Agreement and retainer. Construction level documents are expected to be completed in approximately five weeks. Architect anticipates Owner target construction completion is Fall 2026.

SCOPE OF SERVICES

Architect to provide Design, Construction Documents, and limited Construction Administration services as follows:

1. Design
   a. Visit property to verify and gather existing conditions information.
   b. Generate a design level floor plan and narrative for owner approval
      - Includes initial code review
      - Includes an MEP initial engineering services narrative
      - Includes structural engineer narrative on wall demolition
   c. Owner to confirm budget with Owner selected contractor (option)
2. Construction Documents (CD's)
   a. Once design plan is approved, Architect to generate construction documents, that include:
      - Standard level of documentation to communicate building technical aspects for pricing and construction. (Demolition plan, floor plan, code plan, ceiling plan, interior elevations, finishes, MEP plan and notes, structural details)
      - Specifications (on sheets)
      - Coordinate with Owner consultants as necessary.
3. Construction Administration
   a. Assist contractor in submitting for building permit
      - CD's listed above
   b. Provide limited site observations (per Owner direction) through the construction duration. Architect has included two (2) visits, including final punch list review
   c. Review and approve shop drawings and product submittals
   d. Provide coordination of RFI's and provide responses from Owner contractor.
   e. Review of the contractor's Applications for Payment (assume two submittals) to verify the pay requests
4. MEP and Structural engineering services are included in this Letter.

PROPOSED COMPENSATION

Based on the project description listed within this Letter, Architect proposes to provide the following stipulated sum fee, which is based on 8% of the projected construction cost:

Ten Thousand Four Hundred Dollars and no cents $10,400.00

Architect requires a $2,000.00 (Two Thousand Dollars and no/cents) retainer to begin services upon signature of this Letter. This retainer is included in the overall fee.

LSE has included the services of structural and MEP engineering per your email request. If the city has interest, these services could be provided in a design/build delivery to save money. We can discuss this if you wish to go that route.

Payment Schedule

Design/ Construction Documents	(88% of fee)	$9,155	Billed in first 30 days
Construction Administration duration)	(12% of fee)	$1,245	Billed monthly in construction (2-month

Project-related standard reimbursable expenses will be billed at our cost plus 10%. Please see the attached Appendix B for a complete description of anticipated project related reimbursable expenses. This includes such things as colored renderings, mileage, photocopies and other project related materials. Anticipated reimbursable expenses are up to $400.00.

CLARIFICATIONS / ASSUMPTIONS

- This Letter of Agreement includes architectural, interior design, structural engineering, and MEP engineering services only. Engineering [civil or other] are to be provided by Owner if required.
- This Letter of Agreement does not include environmental, site survey, geotechnical reports, acoustical design, or other specialty consulting services, which would be provided by Owner
- The Owner to share existing digital documentation that reflect the current condition. Architect accepts this documentation as accurate for use. Any deviations from existing condition are the Owner's responsibility
- Architect will follow enforced building, life safety and technical codes based on National and MN standards.
- Energy modeling, B3 and/or LEED services are not included.
- One hour is included in this Letter for one city coordination meeting. Additional meetings will be billed at $600/ meeting.

The Owner agrees to a limitation of LSE Architect's liability to the total amount of LSE's fees noted in this Letter.

LSE Architects appreciates the opportunity to continue to provide services for City of Elk River. Please contact us should you have any questions or comments related to this Letter of Agreement. If acceptable, Architect will work to develop an AIA B101 agreement or the AIA form architect agreement for full execution and signature. We thank the City of Elk River and sincerely value our evolving relationship with you and appreciate your trust in LSE Architects. If this meets your approval, please sign below, return a retainer check and one copy to our offices for our records.

LSE Architects Inc.

Brian Tempas, AIA, LEED
Principal | Sr. Architect

Approved:

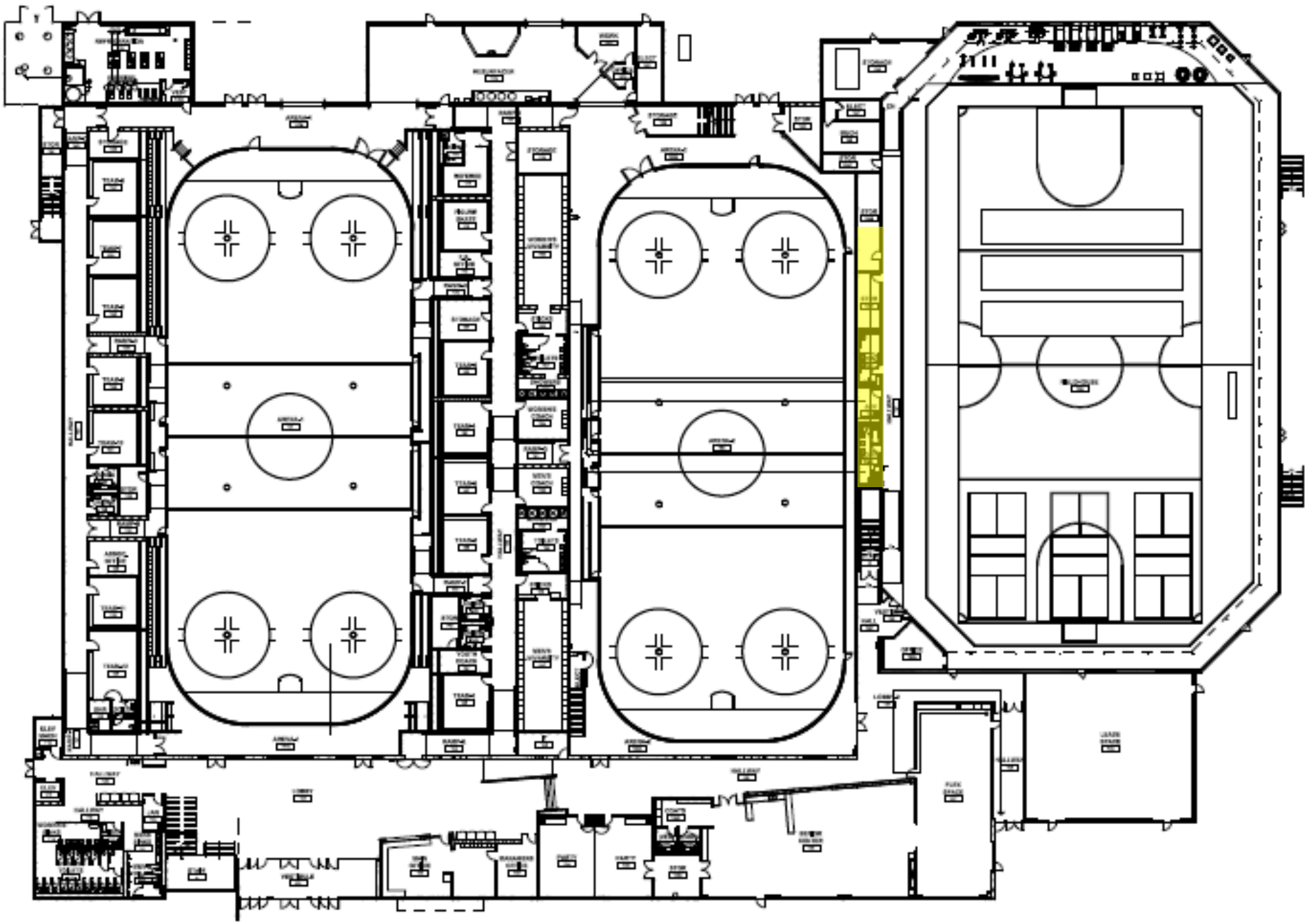
_____

Ms. Katie Harstad, FT Event Center Manager Date

Cc: Quin Scott, AIA

Attachments:	Exhibit - Restrooms/ Showers	Existing Plan Information
	Exhibit - B	LSE Reimbursable Expenses
	Exhibit - C	LSE Hourly Rates

EXHIBIT - RESTROOMS (BLDG. LOCATIONS)



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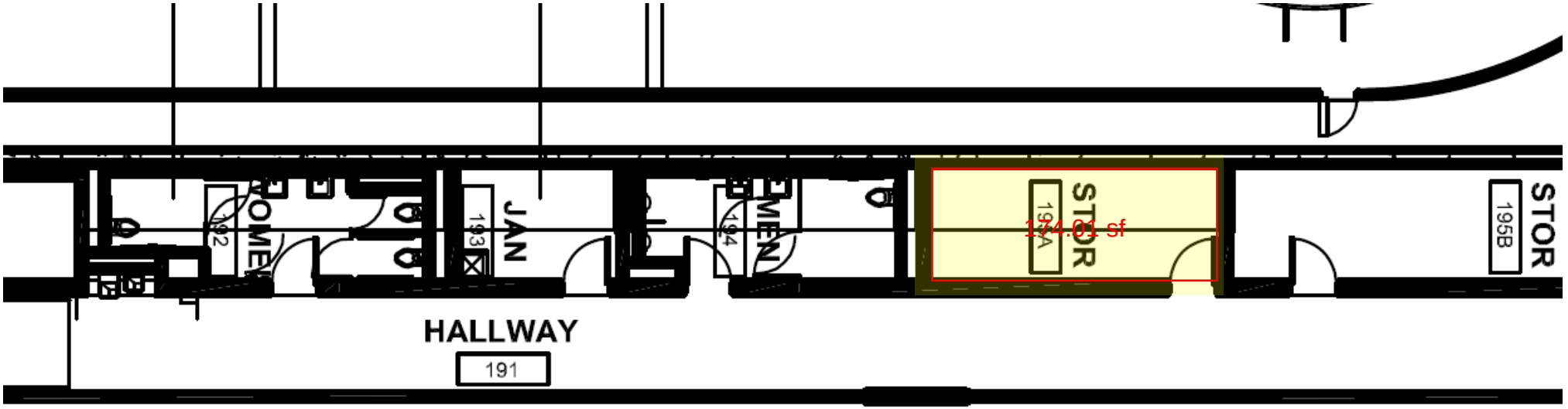


AFTER

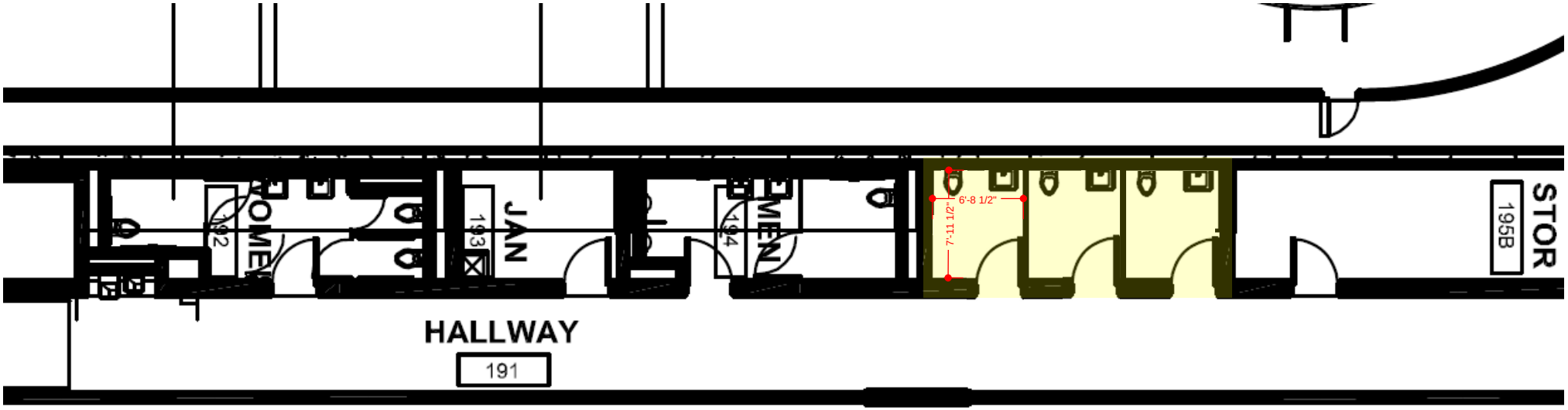
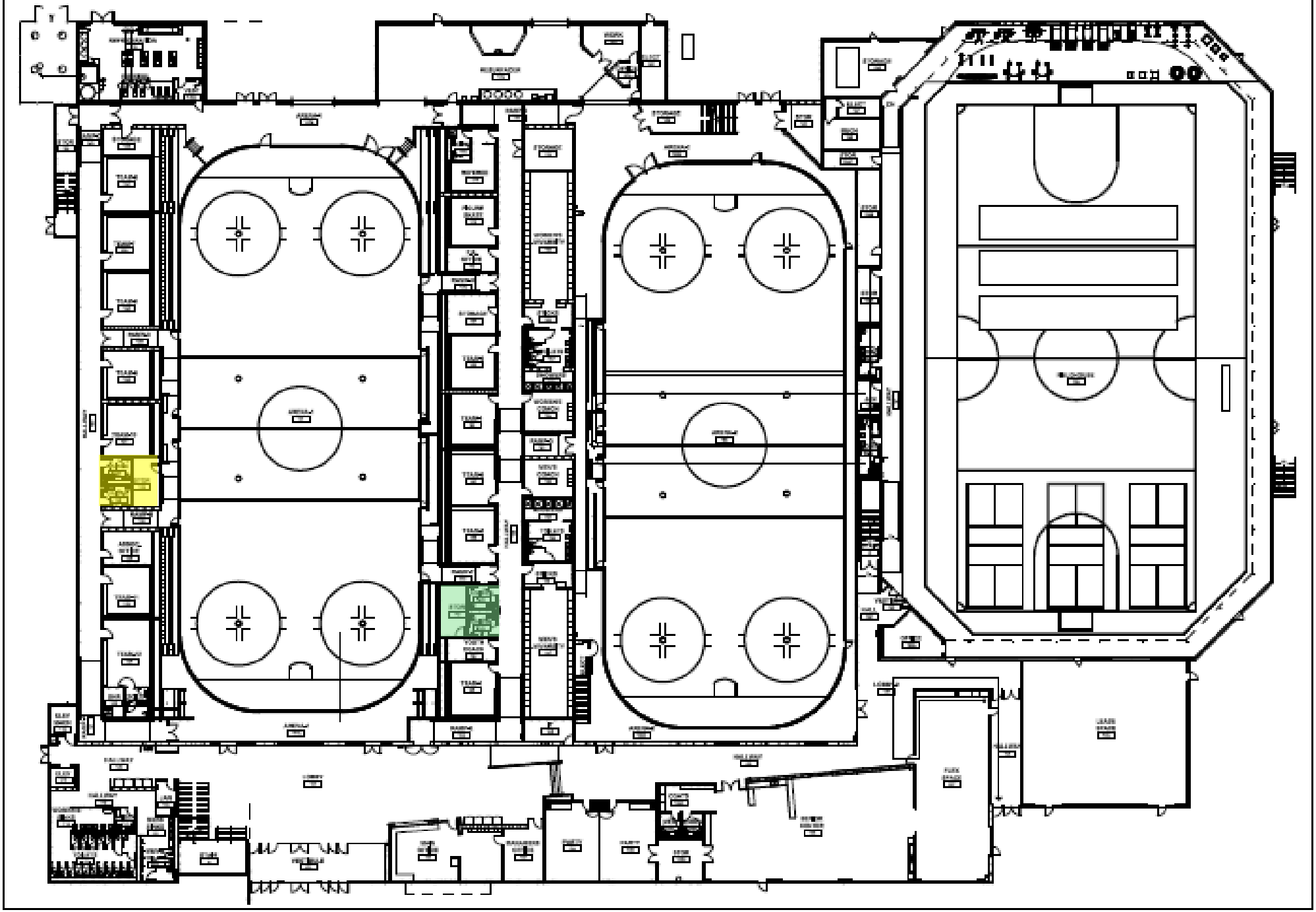
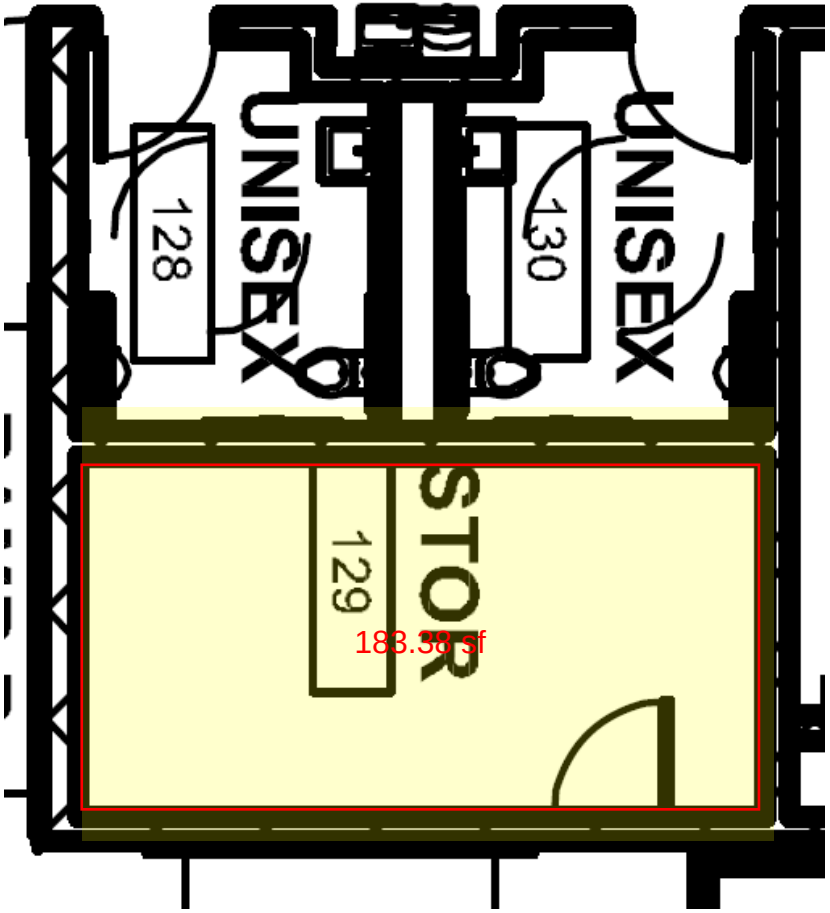


EXHIBIT- RESTROOMS

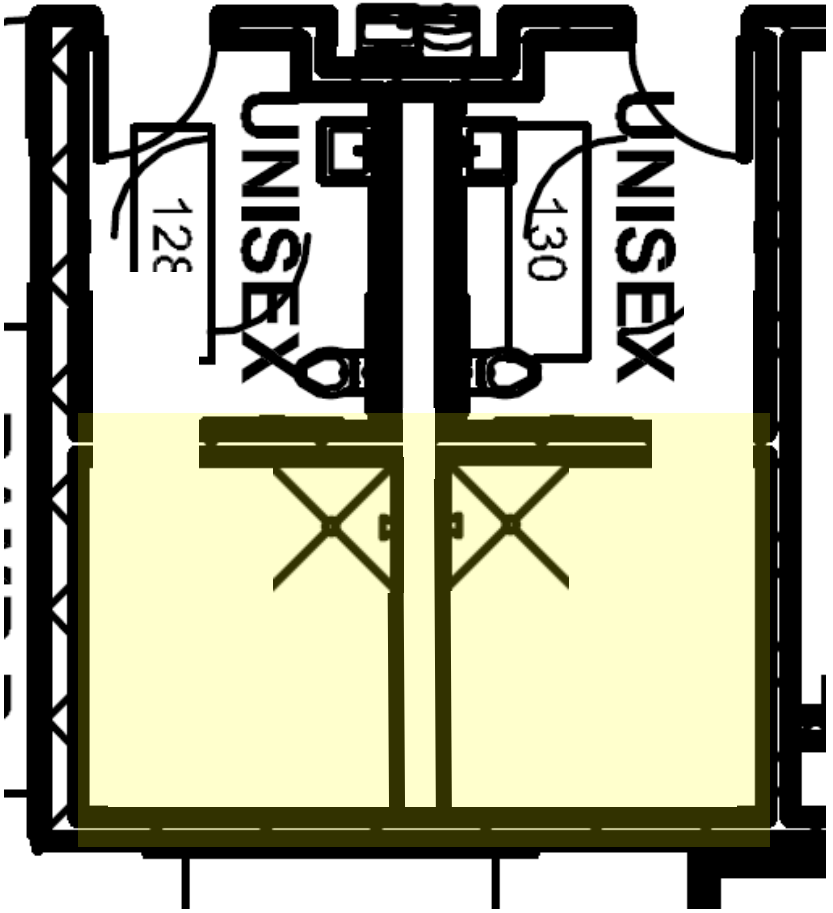
175 SF : OWNER SKETCH

EXHIBIT - SHOWERS (BLDG. LOCATIONS)





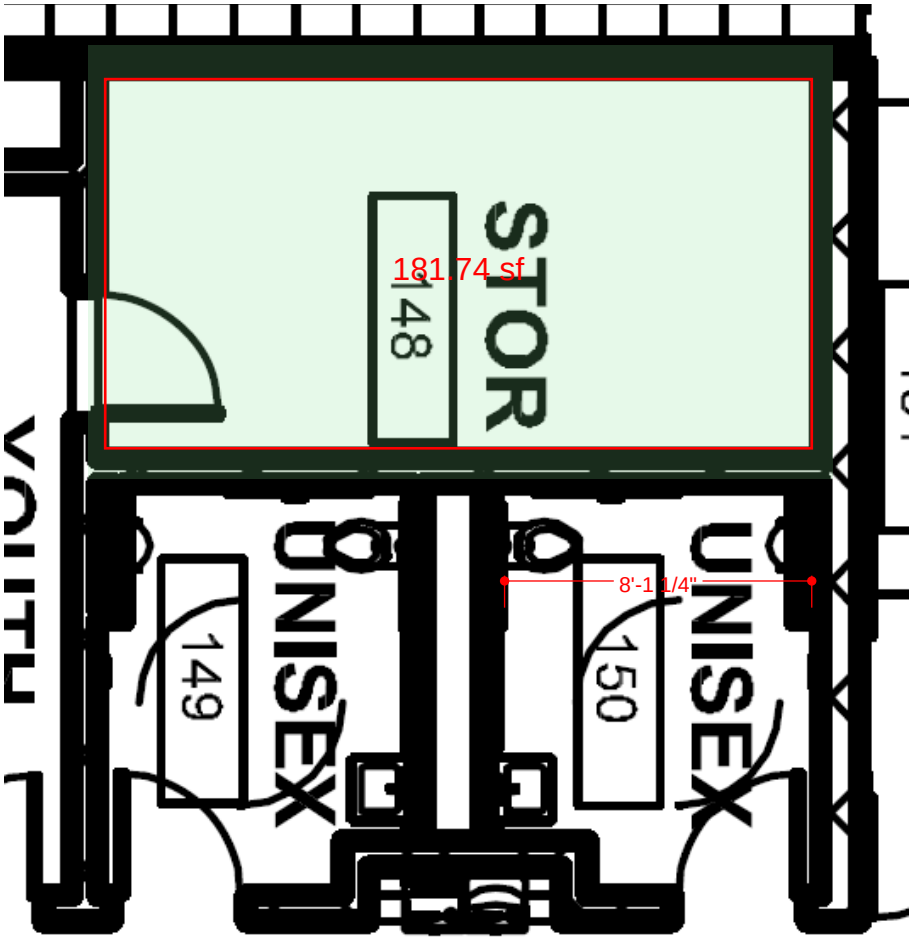
WEST BEFORE



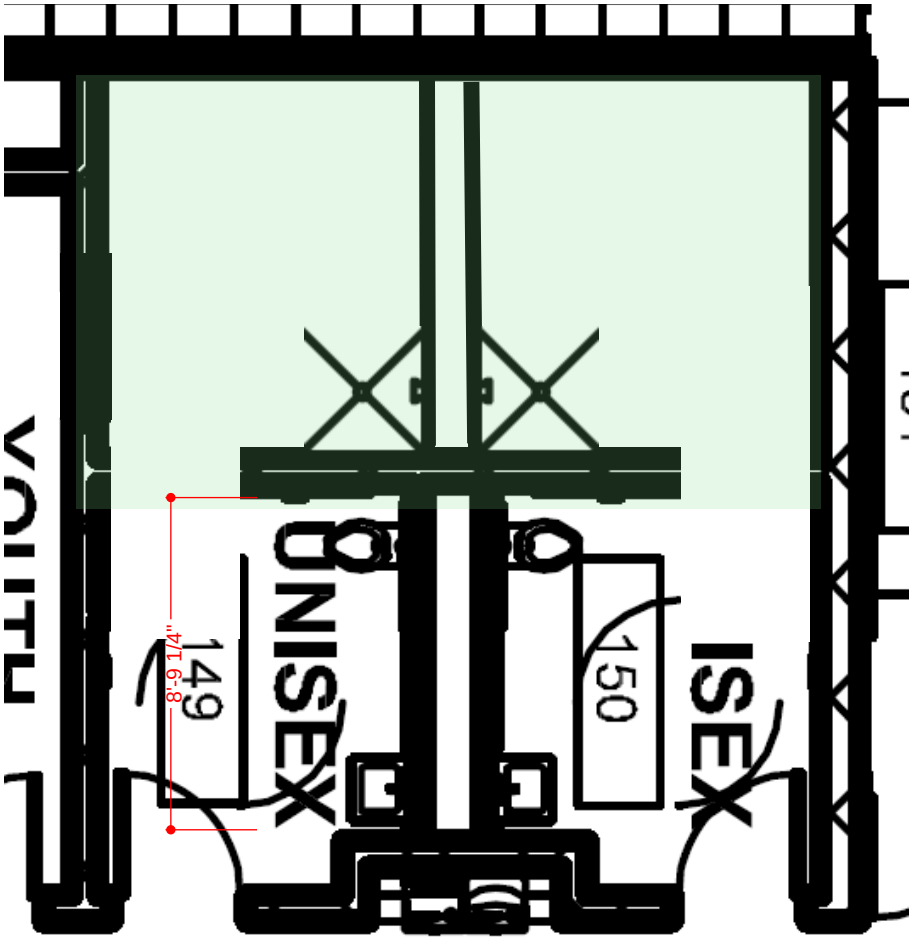
WEST AFTER

EXHIBIT - WEST (SHOWERS)

185 SF : OWNER SKETCH



EAST BEFORE



EAST AFTER

EXHIBIT - EAST (SHOWERS)

185 SF : OWNER SKETCH

LSE ARCHITECTS

EXHIBIT B - LSE REIMBURSABLE EXPENSES

Description	Rates
Reproduction	
8-1/2” x 11” B&W	$ .20
8-1/2” x 11” Color	$ 1.60
11” x 17” B&W	$ .40
11” x 17” Color	$ 2.85
HP Plotter Bond	$ 1.00/sf
CANON Plotter 7 mil Matte or Satin	$ 8.50/sf
Foam Core Boards (depending on size)	$10.00 – 27.00
Mileage (rate per mile)	Prevailing Government Rate
Air Fare	As billed to LSE
Auto Rental	As billed to LSE
Other Transportation	As billed to LSE
Parking and Tolls	As billed to LSE
Meals	As billed to LSE
Lodging	As billed to LSE
Postage/Delivery Charges	As billed to LSE
Materials and Supplies	As billed to LSE
Models, Animations and Renderings (Presentation)	As billed to LSE
Photographic/Film	As billed to LSE
Codes/Ordinances	As billed to LSE
Legal	As billed to LSE
Consultants	Cost plus 10% - 25%
Sales Tax, If Applicable	As billed to LSE

Project Reimbursable Expenses will be invoiced at cost plus 10%, except Consultants which will be billed as noted.

Effective January 1, 2026
Subject to Periodic Adjustment

LSE ARCHITECTS

EXHIBIT A - LSE HOURLY RATES

Category/Position	Billing Rate	Description of Category
Senior Principal	$275	- Principal Architect/Director who leads client projects
Principal	$250	- Firm Principal who leads client projects
Senior Professional	$175 - $225	- All registered or licensed professionals with 10 years or more experience - All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience in their field. Examples of these disciplines are: Construction Administration, Design, Technology or similar areas of expertise.
Professional	$125 - $150	- New registrants and all registered professionals with less than 10 years since registration - Non-registered Architectural or Design personnel who have more than 7 years experience in their professional discipline and are in direct professional leadership roles in their field. - All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 10 years experience and are in direct leadership roles in their field. Examples of these disciplines are: Construction Administration, Design, Technology or similar areas of expertise.
Professional	$100 - $125	- New professional degreed graduates who are not yet registered with less than 7 years of experience in their professional discipline. - Non-registered Architectural, Design or Technical personnel who have 5+ years experience under the supervision of registered professionals or related discipline professionals. - All personnel in related professional disciplines in which there is no registration, but have 5+ years experience in their field. Examples of these disciplines are: Construction Administration, Design, Technology or similar areas of expertise and work under the supervision of others in their field. - Drafters, CADD technicians, Designers and similar technicians without registration, but with 5+ years experience in their professional support field
Technical	$90	- Drafters, CADD technicians, Designers and similar technicians without registration, but with less than 5 years of experience in their professional support field. - Student interns seeking degrees in architecture, interior design or other related fields. - All Administrative support, clerical and word processing personnel with 10 years experience.
Clerical	$75	- All Administrative support, clerical and word processing personnel with less than 10 years experience.

Effective January 1, 2026
Subject to Periodic Adjustment

Request for Action

To
City Council

Item Number
4.11

Meeting Date
July 6, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary On-Sale Liquor License: F.O.E Aerie 3264 August 2026

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, a Temporary On-Sale Liquor License for the Fraternal Order of Eagles Aerie 3264 for their event scheduled for August 8, 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
Fraternal Order of Eagles Aerie 3264 applied for a Temporary On-Sale Liquor License for their event at the location of 824 Railroad Dr NW.

Financial Impact
N/A

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

Attachments
None

Request for Action

To
City Council

Item Number
4.12

Meeting Date
July 6, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary On-Sale Liquor License: F.O.E Aerie 3264 September 2026

Reviewed by
Justin Dunford
Cal Portner

Action Requested
Approve, by motion, a Temporary On-Sale Liquor License for the Fraternal Order of Eagles Aerie 3264 for their event scheduled for September 26, 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
Fraternal Order of Eagles Aerie 3264 applied for a Temporary On-Sale Liquor License for their event at the location of 824 Railroad Dr NW.

Financial Impact
N/A

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

Attachments
None

Request for Action

To
City Council

Item Number
4.13

Meeting Date
July 6, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Employment Termination

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the employment termination of full-time liquor store clerk Andy Sauk effective immediately.

Background/Discussion
Staff is requesting the employment termination of Andy Sauk.

Financial Impact
None.

Mission/Policy/Goal
NA

Attachments
None

Request for Action

To
City Council

Item Number
4.14

Meeting Date
July 6, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Economic Development Director Position Classification

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the reclassification of the Economic Development Director position to pay grade 3E, step C, effective June 28, 2026.

Background/Discussion
Before the hiring of our current economic development director, Brent O'Neil, this position reported to the community development director and worked primarily within the realm of the EDA and HRA. This position now reports directly to the city administrator and is responsible for higher-level and broader impacts on the organization in negotiating land purchases and sales, financial policy development, and the impacts of decision-making.

Review of the job factor scoring for this position indicates the appropriate placement is pay grade 3E. Provided continued successful performance, Mr. O'Neil will move to step D on June 28, 2027, and the top step on June 28, 2028. All other pay and benefits remain the same.

Financial Impact
The 2026 impact to the EDA fund for this change is approximately $11,000. There is no impact to the General Fund.

Mission/Policy/Goal
The Elk River Mission Statement.

Attachments
None

Request for Action

To
City Council

Item Number
4.15

Meeting Date
July 6, 2026

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Curbing Replacement on 2021 Street Improvement Project

Reviewed by
Justin Femrite
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the quote for curbing and driveway replacement from North Country Concrete Inc.

Background/Discussion
We have an ongoing drainage concern that resulted from our 2021 Street Improvement Project. Originally, our project team attempted to have the contractor mitigate the concern without impacting the adjacent driveway approach. This has not been sufficient to accommodate the drainage along the curb line without spilling into the adjacent driveway. A more impactful improvement that includes removal, regrading, and replacement of the driveway apron, along with the curbing, has been discussed with the adjacent property owner and agreed to as a more suitable solution to improve the drainage.

Staff met with the adjacent property owner and two different contractors on site to review. One contractor, North Country Concrete Inc., provided a quote to complete the work. The quote is attached, and staff recommends its approval.

Financial Impact
The $13,276.00 cost would be funded by the Pavement Management Fund.

Mission/Policy/Goal
Work with citizens to achieve goals.

Attachments
1. 14330 201st Ave NW Elk River

NORTH COUNTRY CONCRETE INC.
23035 Ulysses Street NE
East Bethel, MN 55005
Phone: 763-576-8602
Fax: 763-576-8636
plans@northcountryconcrete.com
www.northcountryconcrete.com

PROPOSAL

DATE	PROPOSAL #
6/11/2026	54004
LET DATE	SCHEDULE
6/11/2026	2026
ESTIMATOR	
AARON VIRKUS	
JOB TYPE	
MNT	

Project Name and Address:

14330 231ST AVE
14330 231ST AVE
ELK RIVER, MN

#	Item	Description	QTY	Unit	Unit Cost	Total
		BID PER SITE VISIT (ON DATE 06/11/26) FOR WORK IN 2026 USING 3F CONCRETE MIX DESIGN. ADDENDUM NOTED - NONE. BID IS FOR THE FOLLOWING ITEMS:				
		BASE BID				
	MISC	MOBILIZE ON-SITE. SAW CUT AND REMOVE CURB AND GUTTER (63 LF). SAW CUT AND REMOVE DRIVEWAY PANELS (144 SF). SAW CUT AND REMOVE PAVERS (46 SF). SAW CUT AND REMOVE COLORED CONCRETE BANDING (45 SF). INCLUDES RESTORATION WITH BLACK DIRT AND SEED. INCLUDES HAULING AND OFF-SITE DISPOSAL CHARGES. EXCLUDES INSTALLTION OF CLASS V (USE EXISTING)	1	LS	$ 13,276.00	$ 13,276.00
	MISC	MOBILIZE ON-SITE AND INSTALL CONCRETE CURB AND GUTTER DESIGN B618/DRIVE OVER CURB (63 LF), COLORED/STAMPED CONCRETE BANDING (45 SF), 6" THICK NON-REINFORCED CONCRETE DRIVEWAY PAVEMENT (190 SF). INCLUDES SHORT LOAD CHARGES AND 3 CY MINIMUM FOR COLORED CONCRETE BANDING. INCLUDES CLEAR SEALER. INCLUDES HIGH EARLY CONCRETE FOR DRIVEWAY PAVEMENT.				
	MOB	PRICE INCLUDES MOBILIZATION(S) TO COMPLETE THE WORK.				
	EXCLUSIONS	PERMITS, TESTING/TESTING EQUIPMENT, TRAFFIC CONTROL, BASE/BASE INSTALLATION, DRILLING/DOWELING, JOINT SEALING/CAULKING, NIGHT/WEEKEND WORK, PRIVATE LOCATES.				
	CONCRETE	**CONCRETE AND CONCRETE PLACEMENT ONLY				
	GRADE	GRADE +/- .1 FT				
	CB ADJUST	FINAL ADJUST ONLY. RINGS AND CASTINGS TO BE SUPPLIED BY GENERAL C.B. ADJUSTMNET INCLUDED UP TO THREE RINGS. (ADDITIONAL RINGS INSTALLED AT $40.00 EACH)				
	SCHEDULE	NCCI REQUIRES A MINIMUM OF THREE BUSINESS DAYS PRIOR TO COMMENCEMENT OF WORK IN ORDER TO SCHEDULE GOPHER STATE ONE CALL FOR LOCATES				
	PROJ NOTE	**PROJECT NOTE: PROPOSAL DOES NOT INCLUDE WINTER PROTECTION COSTS. NCCI CANNOT WARRANT CONCRETE PLACED AFTER NOVEMBER 1ST DUE TO HIGH CHANCE OF POLY/BLANKET MARKS, SURFACE FREEZING, DISCOLORATION AND DAMAGE CAUSED BY DE-ICING CHEMICALS.**				
				TOTAL		**$ 13,276.00**

NORTH COUNTRY CONCRETE INC.

23035 Ulysses Street NE
East Bethel, MN 55005
Phone: 763-576-8602
Fax: 763-576-8636
plans@northcountryconcrete.com
www.northcountryconcrete.com

PROPOSAL

DATE	PROPOSAL #
6/11/2026	54004
LET DATE	SCHEDULE
6/11/2026	2026
ESTIMATOR	
AARON VIRKUS	
JOB TYPE	
MNT	

Project Name and Address:

14330 231ST AVE
14330 231ST AVE
ELK RIVER, MN

#	Item	Description	QTY	Unit	Unit Cost	Total

* Bond Available upon request with a 1.0% charge over proposal.
* Proposal honored for 30 days
* Any alteration or deviations from above quantity quotations will be executed only upon written orders and will become an extra charge on the above proposal.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. We agree to give North Country Concrete, Inc. at least (7) days notice prior to commencing work.

Pursuant to this proposal the buyer is agreeing to be liable for payment for the work performed and all cost of collection, including all attorneys' fees, plus interest. Interest will accrue on the invoices starting 60 days of the invoice date, and will be accrued at the rate of 1.5% per month (18% APR).

* NO TESTING
* NO CONCRETE PUMPING
*NO WINTER CONDITIONS
*NO SURVEYOR'S LAYOUT
*NO SAND OR AGGREGATE BASE
*NO JOINT SEALING OR SAWING
*NO PERMITS INCLUDED IN PROPOSAL
*UNLESS OTHERWISE NOTED IN PROPOSAL

SIGN AND RETURN IF PROPOSAL IS ACCEPTED

SIGNATURE

Request for Action

To
City Council

Item Number
4.16

Meeting Date
July 6, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary Liquor License: Aegir Brewing Company

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, a Temporary On-Sale Liquor License for Aegir Brewing Company, LLC, 19050 Industrial Blvd NW, for August 22–23, 2026.

Background/Discussion
Aegir Brewing Company has applied for a Temporary On-Sale Liquor License for their current location for August 22-23, 2026. 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
Elk River Mission

Attachments
None

Request for Action

To
City Council

Item Number
4.17

Meeting Date
July 6, 2026

Prepared By
Joseph Hale, Environmental Services and Projects Specialist

Item Description
Annual Renewals of Aggregate Mining Licenses

Reviewed by
Justin Femrite
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the Mineral Excavation License renewals for the following applicants valid until July1, 2027.

Martin Marietta Materials, Inc.
Amrize (Formerly Holcim- MWR, Inc.)
New Look Contracting d/b/a Superior Sand and Gravel
Plaisted Companies, Inc.
C.S McCrossan, Inc.
Knife River Corporation-North Central
Max Steininger, Inc.

Background/Discussion

The city issues licenses for mineral excavation annually. Seven mining operations have submitted applications to renew their licenses, which were set to expire on July 1, 2026.

Site visits were performed at all mining locations to review application materials and inspect sites for compliance with existing conditional use permits. No major concerns were observed during the review of applications. Staff recommends approval to reissue all seven licenses.

Financial Impact
License application fees totaled $27,397.40.

Mission/Policy/Goal
Responsibly grow.

The Elk River Vision

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

Attachments

1. 2026 Licenses Combined

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

Amrize Midwest Inc.

2815 Dodd Road, Suite 101

Eagan, MN 55121

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property:

Parcel ID#	Acres Active or Unreclaimed	Acres approved, but not being mined.	Acres to be reclaimed this year
75-116-4400	10		
75-109-4100	40		
75-109-4200	4	71.02	
75-109-4400	40		
75-116-1100	70		
75-116-1105	**6**		
75-116-1106	**4**		
75-116-1200	48	32	
75-116-4100	70.5		
75-116-4200	54	20.46	
Total Acres	346.5	123.48	

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Administrator in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Trucks leaving the facility are routed east onto 213th Ave. NW to Highway 169 where they proceed north or south.**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and to supply the required application materials within 90 days of being directed by the

City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$7,547.40.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

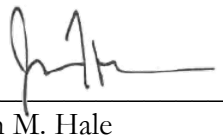
The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting form excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of N/A. This amount shall be conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.



7/1/2026

Joseph M. Hale — Dated
Environmental Services and Project Specialist

Mayor John Dietz — Dated
City of Elk River Mayor

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

C.S. McCrossan Construction, Inc.
7865 Jefferson Hwy
Maple Grove, MN 55369

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property:

Parcel ID #	Acres Active or Unreclaimed	Acres approved, but not being mined.	Acres to be reclaimed this year
75-110-2102	39.51		
75-109-1100	5.9		
Total Acres	**45.41**		

(hereinafter referred to as the "Property").

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at

locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Administrator in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Gravel shall be hauled via 221st Avenue NW to Highway 169.**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and

to supply the required application materials within 90 days of being directed by the City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$908.20.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting form excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of $N/A. This amount shall be conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.

_____ 7/1/2026

Joseph M. Hale Dated
Environmental Services and Projects Specialist

_____ _____

Mayor John Dietz Dated
City of Elk River Mayor

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

Knife River Corp – North Central
4787 Shadow Wood Drive NE.
Sauk Rapids, MN 56379

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property:

Parcel ID #	Acres Active or Unreclaimed	Acres approved, but not being mined.	Acres to be reclaimed this year
75-103-4201	75.2	21.84	1.6
75-103-4202	5.7	12.7	0
75-102-3401	0	40	0
75-103-4200	16.2	7.8	0
Total Acres	97.1	81.34	1.6

(hereinafter referred to as the "Property").

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Administrator in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Gravel shall be hauled via 225th Avenue NW to Highway 169 (from the pit entrance W to Hwy 196).**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and to supply the required application materials within 90 days of being directed by the City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$2,353.70.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

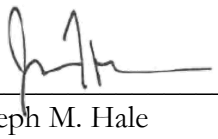
The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting from excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of N/A. This amount shall be conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.



Joseph M. Hale — 7/1/2026
Environmental Services and Project Specialist — Dated

Mayor John Dietz
City of Elk River Mayor — Dated

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

Martin Marietta Minerals, Inc.
7225 Northland Drive N, Suite 106
Brooklyn Park, MN 55428

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property: (hereinafter referred to as the "Property").

Parcel ID #	**Acres Active or Unreclaimed**	**Acres approved, but not being mined.**	**Acres to be reclaimed this year**
75-122-1205	43.15	0	0
75-121-4100	0	0	0
75-121-1100, 75-121-1110	40.86	0	0
75-121-2000, 75-116-4205, 75-121-1200, 75-116-2105	253.68	0	0
75-103-1300	62.60	0	0
75-122-2200	32.50	0	0
75-110-2202, 75-110-2200, 75-110-2101	42.58	0	0
75-104-4405, 75-103-3200	52.65	0	0
75-103-2400, 75-104-1102, 75-104-1101	18.00	0	0
Total Acres	546.02		

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Administrator in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Gravel shall be hauled via 221st Avenue NW, Baldwin Street, and Ranch Road NW to Highway 169.**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and

repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and to supply the required application materials within 90 days of being directed by the City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$10,920.40.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

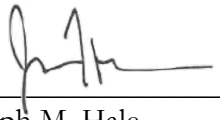
The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting form excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of N/A. This amount shall be conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.



Joseph M. Hale — 7/1/2026
Environmental Services and Project Specialist — Dated

Mayor John Dietz — Dated
City of Elk River Mayor

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

Plaisted Companies, Inc.

P.O. Box 332

Elk River, MN 55330

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property:

Parcel ID#	Acres Active or Unreclaimed	Acres approved, but not being mined.	Acres to be reclaimed this year
75-115-2200	77	52	0
75-115-2205	21.95	0	0
75-115-2401	0	10	0
75-115-3100	29.58	4	0
75-115-3400	0	0	0
75-115-3406	0	5	0
75-115-4200	0	24.91	0
75-111-2201	7	13	0
75-110-1100	4	4	0
75-110-1105	0	43.17	0
Total Acres	**139.53**	**156.08**	**0**

(hereinafter referred to as the "Property").

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control

Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Administrator in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Gravel shall be hauled via CSAH 33 to Highway 169 for the west mine and via 215th Ave NW to Highway 169 for the east mine.**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is

specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and to supply the required application materials within 90 days of being directed by the City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$3,571.00.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

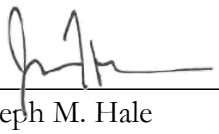
The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting form excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of N/A. This amount shall be conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.



7/1/2026

Joseph M. Hale
Environmental Services and Project Specialist

Dated

Mayor John Dietz
City of Elk River Mayor

Dated

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

Steininger Company

3080 Lexington Ave S.

Eagan, MN 55121

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property:

Parcel ID #	Acres Active or Unreclaimed	Acres approved, but not being mined.	Acres to be reclaimed this year
75-103-1101	8	36	
75-103-0105	0	17	
Total Acres	8	53	

(hereinafter referred to as the "Property").

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Administrator in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Gravel shall be hauled via Baldwin St. NW to Highway 169.**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and to supply the required application materials within 90 days of being directed by the City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall

from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$425.00.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting form excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of N/A. This amount shall be

conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.

_____ 7/1/2026

Joseph M. Hale Dated
Environmental Services and Project Specialist

_____ _____

Mayor John Dietz Dated
City of Elk River Mayor

2026 CITY OF ELK RIVER EXCAVATION LICENSE

A License is hereby issued by the City of Elk River (hereinafter referred to as the "City"), pursuant to Section 42-31 of the City Code (hereinafter referred to as the "Mineral Excavation Ordinance"), to:

New Look Contracting db/a Superior Sand & Gravel
14045 Northdale Blvd.
Rogers, MN 55374

(hereinafter referred to as the "Licensee") for excavation operations upon the following described property:

Parcel ID #	Acres Active or Unreclaimed	Acres approved, but not being mined.	Acres to be reclaimed this year
75-104-4410	0	8.30	
75-109-1100	71.85	38.9	
Total Acres	**61.85**	**38.9**	

(hereinafter referred to as the "Property").

THIS LICENSE IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

I. GENERAL CONDITIONS

A. Mineral Excavation Ordinance. Licensee shall comply in all respects with the Mineral Excavation Ordinance, including the STANDARDS set forth in Section 42-71 thereof, and any amendments to the Mineral Excavation Ordinance duly adopted by the City Council. A copy of the current Mineral Excavation Ordinance is available upon request.

B. Additional Approvals. This license is subject to the approval of appropriate permits by other governmental agencies, including the Minnesota Pollution Control Agency, and to Licensee's compliance with all other applicable requirements of City Code, state law, and state regulations. This license does not authorize excavation at locations for which land use approvals required by the City Code have not been obtained.

C. Violations. Operator shall orally notify the City of any violations of this License within 24-hours and follow this with notification in writing within four working days of the violation. Any violation of the terms and conditions of this License shall also be considered a violation of Section 42-31 of the City Code.

D. Excavation Operations. Excavation operations shall comply in all respects with the Mineral Excavation Ordinance and shall also comply with and be consistent with the operations described in the application for this License, which application is hereby incorporated by reference in this License. No change in excavation operations from those described in the application for this License shall be implemented unless approved by the City pursuant to the procedure for issuance of this Excavation License.

E. Area to be Mined. Excavation operations shall be conducted within the confines of the excavation site described in the application for this License. No expansion beyond the excavation site identified in the application for this License shall be made unless approved by the City pursuant to the procedure for issuance of this Excavation License.

F. Reports to the City. Licensee shall submit annually in writing to the City Council the estimated quantity of minerals to be excavated. If the quantity of minerals to be excavated is for any reason likely to exceed the original estimate Licensee shall immediately notify the City Environmental Services/Special Projects Director in writing of the change in estimated quantity.

II. SPECIFIC CONDITIONS

A. Haul Roads. Material removed from the excavation site shall be transported within the City exclusively upon the following Haul Roads: **Gravel shall be hauled via 221st Avenue NW to Highway 169.**

Transportation of materials upon these Haul Roads shall not commence until the City Environmental Administrator certifies to the City Council that all upgrading and repairing required by the City Council as a condition to the granting of this License, if any, has been completed. It shall be the responsibility of the Licensee to maintain the Haul Roads during the period of this License and to make any necessary repairs to the Haul Roads due to abnormal wear from Licensee's operation as required by the City Environmental Administrator.

B. Zoning Ordinance. The issuance of this License and the authority to conduct mineral excavation operations in the City of Elk River pursuant to this License is specifically conditioned on Licensee applying with the City for the necessary land use approvals to bring the property into compliance with Section 900 of the City Code, the City Zoning Ordinance. Failure to apply for the necessary zoning approvals and to supply the required application materials within 90 days of being directed by the

City to do so shall constitute grounds for suspension, revocation, or non-renewal of this License.

III. ADDITIONAL CONDITIONS

A. Additional Conditions. In addition to the conditions set forth above, Licensee shall comply with such other requirements and conditions as the City Council shall from time to time deem proper and necessary for the protection of its citizens and the general welfare, or in a Conditional Use Permit issued by the City for the operation.

B. Gravel Area Study and Plan. Licensee shall also comply with such additional conditions as are necessary to bring the excavation operations authorized by this License and the Property into compliance with the findings and conclusions of the gravel area study and plan to be implemented by the City.

IV. EXPIRATION AND RENEWAL

This Excavation License shall expire on **July 1, 2027**, as provided by Section 42-56 of the City Code. Application for renewal of this License may be made to the City Council in the form required by the Mineral Excavation Ordinance. Issuance of this License does not guarantee renewal or extension thereof. Renewal or extension of this License shall be at the sole discretion of the City council upon its review of the application for renewal.

V. EXCAVATION LICENSE FEE

Licensee shall promptly pay the License Application Fee and annual license fees required by Section 42-54 of the City Code, in the amount of **$1673.00.** This license fee is not in lieu of the gravel tax collected by the county, a portion of which the City receives.

VI. COSTS

Licensee shall reimburse the City for all costs incurred in the approval, administration, and enforcement of this License, including consultant and attorney's fees.

VII. SUSPENSION OR REVOCATION

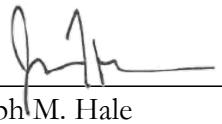
The City Council may suspend or revoke this License pursuant to the procedures and standards set forth in Section 42-31 of the City Code.

VIII. INDEMNIFICATION OF CITY

Licensee shall defend and hold the City, its officers, and employees harmless from all claims made by third parties for damages sustained or costs incurred resulting form excavation operations or other activities on the Property.

IX. SURETY BOND

This License is not effective until the Licensee has posted a surety bond with a surety acceptable to the City, or a cash escrow, in the sum of $10,000. This amount shall be conditioned to pay the City the extraordinary cost and expense of repairing, from time to time, any highways, streets, or other public ways where such repair work is made necessary by the special burden resulting from hauling and travel removing material from any pit or excavation of Licensee and conducting this year's required rehabilitation as per the yearly reclamation plan. This amount shall be conditioned further upon Licensee's compliance with all the requirements of the Mineral Excavation Ordinance and of this License and to pay any expense the City may incur by reason of doing anything required to be done by the Licensee. The bond or cash escrow shall remain in full force and effect for a minimum period of one (1) year after expiration of this License to guarantee the required rehabilitation as well as the other requirements herein provided.



7/1/2026

Joseph M. Hale — Dated
Environmental Services and Project Specialist

Mayor John Dietz — Dated
City of Elk River Mayor

Request for Action

To
City Council

Item Number
4.18

Meeting Date
July 6, 2026

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

Item Description
IT Server Replacements

Reviewed by
Seth Calvin
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the proposal submitted by HBS for $578,000 as the lowest qualified bid.

Background/Discussion
The city and ERMU IT staff discussed the Windows 2016 servers with the City Council in the Work Session on March 16, 2026. The servers will no longer be supported by Microsoft effective January 12, 2027. All routine security updates, patches, and technical support from Microsoft will end. Using these servers after the support date leaves infrastructure vulnerable to ransomware, malware, and compliance failures.

Staff will begin migrating to supported versions or cloud alternatives (Azure/AWS) before that date. Staff posted a request for proposals from May 8, 2026, to May 22, 2026. Staff received the following proposals:

- Computer Integration Technologies (CIT) - $469,000
- Heartland Business Systems (HBS) - $578,000
- Marco Technologies (Marco) - $595,000

Upon review, staff rejected the proposal submitted by CIT for not meeting the support level, licensing structure, and disaster recovery expectations. These differences impact long-term cost, project risk, and operational continuity. The RFP sought a complete virtualization, server, storage, and Microsoft licensing solution. It also emphasized resiliency, reduced operational complexity, proper licensing, support, and a solution that fits municipal operations. CIT does provide hardware, scale, licensing, and onsite work; however, their proposal falls short in the clarification response:

- Linux VMs would be migrated by CIT, but Windows servers would be rebuilt as new Server 2025 VMs, and the City would be responsible for the services and data migration.
- Application compatibility with Server 2025 would need to be confirmed by the City with each application vendor.
- Rollback planning for the Windows server migrations would be the City's responsibility.
- DR testing is not included.

- They could not provide a labor breakdown by phase.
- Some infrastructure items, like Veeam/proxy servers, were not clearly accounted for.
- Labor is time and materials, so the low number has more risk of changing once the project starts.

Ultimately, staff recommends approval of the HBS proposal as the lowest qualified bid.

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

Mission/Policy/Goal
Meet changing needs - agile.

Attachments
1. CIT - City of Elk River RFP
2. Heartland_Business_Systems.411931.v1.22 Elk River
3. Marco - City of Elk River - HPE Refresh

Request For Proposal Response
City of Elk River

Date: May 18, 2026

Prepared For:
City of Elk River
Seth Calvin, IT Manager
13065 Orono Parkway
Elk River, MN 55330
Email: scalvin@elkrivermn.gov
Phone: (763)635.1200

Prepared by:
Computer Integration Technologies, Inc. (CIT)
Colton Jesse, Senior Account Manager
2375 Ventura Drive
Woodbury, MN 55125
Email: colton.jesse@citsolutions.net
Phone: (651) 255.5732

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Cover Letter

Dear Seth,

Computer Integration Technologies, Inc. (CIT) is pleased to submit this proposal in response to the City of Elk River's Request for Proposal for the replacement of its hyperconverged infrastructure. We appreciate the opportunity to be considered as a technology partner for this important initiative.

CIT brings more than 30 years of experience supporting Local City and State Government organizations with secure, reliable, and scalable infrastructure solutions. Our proposed solution leverages Scale Computing hyperconverged technology to deliver a resilient and easy to manage platform that aligns with the City's operational needs, while minimizing complexity and risk.

While HPE SimpliVity has provided a robust and feature-rich platform, it introduces complexity in deployment, management, and ongoing support. The reliance on VMware, coupled with layered licensing and support models, has increased total cost of ownership (TCO) and operational overhead. Replacing HPE SimpliVity with Scale Computing represents a strategic shift toward a more efficient, cost-effective, and manageable IT infrastructure. This transition will position your organization to better support future growth, enhance operational agility, and deliver a higher level of service to the business.

Anticipated Business Impact:
- Reduce operational complexity and reliance on specialized IT resources
- Lower capital and operational expenditures
- Improve system resilience and uptime
- Accelerate response to business needs with a more agile infrastructure

CIT's experience, technical expertise, and structured delivery approach make us a strong partner for the City of Elk River. Thank you for your time and consideration.

Sincerely,

Colton Jesse
Senior Account Manager
Computer Integration Technologies, Inc. (CIT)

- Kickoff/Meeting Call
- Scale Server Imaging (3 Nodes)
  - Unbox and assemble hardware.
  - Obtain license keys and necessary node configuration details from Scale.
  - Download necessary ISO media for current version Scale deployment.
  - Image each node with Scale ISO and verify successful OS deployment.
  - Prepare node for transport to customer location.
- Configure Scale Cluster (3 Nodes)
  - Review existing power and networking to verify sufficient load and port density to allow for Scale install (any lack of capacity will require a change order to the scope of this project).
  - Unbox and assemble hardware.
  - Configure OOBM networking and licensing for each node.
  - Configure switching VLANs and ports for LAN and BACKPLANE networks.
  - Install hardware into rack and connect to power and networking.
  - Establish node connectivity and configure BACKPLANE networking.
  - Install latest Scale hardware and firmware updates on all nodes.
  - Enable SNMP monitoring on nodes.
  - Complete initial cluster setup and configuration.
- Configure DR Node (1 Node)
  - Unbox and assemble hardware.
  - Configure OOBM networking and licensing for each node.
  - Configure switching VLANs and ports for LAN and BACKPLANE networks.
  - Install hardware into rack and connect to power and networking.
  - Establish node connectivity and configure BACKPLANE networking.
  - Install latest Scale hardware and firmware updates on all nodes.
  - Enable SNMP monitoring on nodes.
  - Complete initial cluster setup and configuration.
  - Configure replication between Scale clusters.
  - Enable Fleet Manager on all clusters.
- Customer Considerations
  - Vendor support-ability and compatibility with all applications should be verified with Scale Computing hypervisor before proceeding with application migrations.

Statement of Work Continued

- Server Migration (7 VMs)
  - NOTE: Multiple solutions exist for migration between Hypervisors - Service Engineer assigned to project will determine best course of action.
  - Available migration methods for this project:Acronis Trial Tenant
  - Veeam Community Edition
  - Veeam Licensed Version
  - Datto BDR Backups
  - Scale Migrate (Carbonite)
  - Starwind (Host to Host Migration Tool)
  - Configure/Install necessary components for recovery method (if applicable).
  - Verify proper backups running for VMs that are being migrated.
  - Verify backup method is using proper agent based vs hypervisor based backups (if applicable).
  - Per VM Cutover Process (VM downtime required - after hours recommended):Complete final backup and shutdown legacy VM.
  - Export/Restore VM to new hypervisor.
  - Power on new VM and install Guest Tools (VM reboot required).
  - Configure proper networking on VM.
  - Confirm VM functionality and connectivity.
  - Verify all virtual machines have been migrated to new hypervisor and are functioning correctly.
- Virtual Machine Migration List (Linux Machines Only):25203DBS
  - 25203IVR
  - 25203VLT
  - 25203WEB
  - IPM-ELKR
  - IPM2-ELKR
  - OBSERVER

Statement of Work Continued

- New Server Build (27)
  - NOTE: CIT will create VMs for the customer to handle application and services migration to the new Windows VMs.
  - Create new VMs on virtual infrastructure:
  - Install Server 2025 Datacenter.
  - Install security software and latest windows updates.
  - Configure static IP and join to customer domain.
  - Configure backups.
  - Server Migration List:2FA-ELKR
  - 3CX-ELKR
  - CES-ELKR
  - DC2-ERMU
  - DC3-ELKR
  - DC5-ELKR
  - DC7-ELKR
  - DICTATION-ELKR
  - ERMU-ARCGIS-ELKR
  - ERMU-PORTAL
  - EXCH2016-ELKR-2
  - EXCH2016-ERMU
  - FINANCE-ELKR-2
  - FORTRES-ELKR
  - FS-ERMU
  - ITDSX
  - LASERFICHE-ELKR
  - LETG-ELKR
  - LETG-ELKR-MSS
  - LETG-ELKR-MYS
  - MEDIA-ELKR
  - NM-ELKR
  - PDQ-ELKR
  - PDQ-ERMU
  - PERMIT-ELKR
  - PROXY1-ELKR
  - SOLARWINDS-ELKR

- Post project QA checklist

Project Management

- CIT will assign a dedicated resource to serve as the Project Manager (“Project Manager”). The Project Manager will be responsible for overseeing the project, coordinating CIT resources, and serving as the primary point of contact for the Customer. Responsibilities will include.Managing project scope, including facilitating and documenting formal change requests.
  - Developing and maintaining the project schedule.
  - Leading regular status meetings with stakeholders, in accordance with the frequency agreed in the Project Plan.
  - Maintaining live project status updates within the Customer Portal, where the Customer may view reports at any time.
  - Performing additional project management activities as defined in this Statement of Work
  - Facilitate a formal project closure, which may include a Project Closure meeting.

CIT Change Orders

- CIT establishes change management procedures to initiate changes to the services identified in the SOW.A change typically occurs when either party encounters any of the following situations during service delivery:
  - Either party identifies new requirements not included in the original service’s scope
  - Either party changes the direction and intent of this Service, which requires CIT to rework the services.
- Small ChangesChanges less than 20% of the original scope will be managed informally with email verification by the PM.
- Large ChangesChanges greater than 20% of the original scope will be managed with a formal approval process.

Company Profile
Computer Integration Technologies, Inc. (CIT)

Founded May 1, 1992

Christenson Ave.
West St Paul

Cabling Services

Managed Services

SOC 2 Type I
Compliant

SOC 2 Type II
Compliant

1992

1995

More Than **5** Employees

1998

More Than **10** Employees

2003

More Than **25** Employees

2015

More Than **50** Employees

2020

More Than **75** Employees

2021

More Than **100** Employees

2024

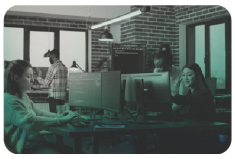
More Than **150** Employees

MidAmerica Bank Building
Woodbury

Ventura Drive
Woodbury

App/Dev Services

Security Services



Designated Autism-Friendly
Workplace

Clare Lane NE
Rochester

It all started with two guys on a fishing dock. Their goal was to make technology clear, understandable, and painless for business. Since 1992 Computer Integration Technologies' focus on people, solutions, cybersecurity, hardware, software, and the future makes technology work for everyone. CIT is the IT member on your team. We are the experts in the ever-changing technology landscape so you can focus on what truly matters to you and your business.

autism speaks

This is an autism-friendly environment.

ALL ARE WELCOME.

Company Profile CIT Cont.

CORE VALUES

Our People | Passion for our Customers | Integrity | Our Culture | Our Solutions

Incorporated: 1992
Years in Business: 34
SOC 2 Type 2 Compliant
BCA Screened Vendor and Solution
CJIS Certified
CIT Authorized Signer: Sarah Burns
Number of Full-Time Employees: 155
102 located in MN
Locations: Headquarters, 2375 Ventura Drive, Woodbury, MN 55125, and Satellite location in Rochester, MN 55906

CIT Services Team are subject to background checks and vetted by the Minnesota Bureau of Criminal Apprehension (BCA) Workforce Certificate of Compliance.

CIT is small enough to provide great service through dedicated resources and relationships, but large enough to provide scalable enterprise solutions to meet the needs of our clients. Larger organizations struggle with the ability to provide this level of personal relationship, trust and true understanding of their unique needs and technology goals. Today, CIT has 150 W-2 employees and services over 750 customers located throughout the Minnesota metro area and western Wisconsin. CIT headquarters are in Woodbury and through our hybrid workforce the majority of employees are dispatched from this location, with a small portion of employees working remotely throughout the United States.

CIT technical resources hold certifications across our major manufacturer partners vendors and are assigned to clients based on the client infrastructure and support requirements.

CIT is an equal opportunity employer and all qualified applicants will receive consideration for employment, regardless of their race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status or status with regard to public assistance. CIT also has an affirmative action plan in place to Continuously strive to maintain a diverse workforce. Lastly, CIT also holds a workforce certificate of compliance through the MN Department of Human Rights.

CIT uses Automatic Data Processing (ADP)'s background checks system through its workforce now Human Resources (HR) management system to verify the financial and criminal background of each new employee. Upon acceptance of a position, Contingent upon a successful background check, each individual is verified by through one of ADP's agencies. Our standard background screening checks include:

Company Profile CIT Cont.

- Identity Validations
- Address History
- Criminal Court Records
- Driving Records
- Credit Records
- Government Registries
- Workers' Compensation Records
- Reference Verifications
- Substance Abuse Testing

In addition, ADP helps us create customized, position–specific background screening packages. ADP's checks allow us to perform Fair Credit Reporting Act (FCRA) – compliant employment background checks. We are confident our identity validations, criminal background checks and other screens will deliver us the information to make informed decisions. As a company, we have a very low turnover rate. We have over a 90% retention rate.

NAME OF COMPANY:
Computer Integration Technologies, Inc. (CIT)
ADDRESS: 2375 Ventura Drive
CITY, STATE, ZIP: Woodbury, MN 55125
OFFICE NUMBER: 651.255.5780
FEDERAL EIN: 41-1720479
DUNS NUMBER: 80-574-3632
E-RATE SPIN NUMBER: 143014000
SWIFT VENDOR ID: 0000868280
SWIFT CONTRACT ID: 81434

In-House Services

Application Development

Cabling

Cloud Solutions

Cybersecurity & Compliance

Hardware

Training

Physical Security

Voice Solutions

Scale Case Study - Government Agency

The Challenge

- Complex Legacy Systems: The agency relied on an aging VMware server farm that required separate, siloed management for compute and storage (SAN).
- Resource Drain: Managing this traditional environment created heavy administrative overhead, pulling the lean IT team away from user-facing initiatives.
- Cost Escalation: Complex VMware licensing and hardware maintenance led to unpredictable budgets and a high total cost of ownership.

The CIT Solution

- Strategic Partnership: Utilizing our Managed IT Services framework, CIT designed a migration path focused on eliminating downtime and ensuring data security.
- Unified Infrastructure: Deployed a unified Scale Computing Hyperconverged Infrastructure (HCI) cluster, consolidating servers, storage, and virtualization into a single appliance.

The Business Outcomes

- Simplified Management: Stripped away the virtualization and SAN layers, reducing weekly infrastructure management time drastically.
- Licensing Relief: Completely eliminated costly VMware licensing fees by utilizing Scale's built-in hypervisor.
- Resilience & Continuity: Delivered automated, built-in disaster recovery and high availability for critical municipal services.
- Predictable TCO: Stabilized infrastructure spending for future budget cycles.

SOC 2 Type II certification places CIT at the forefront of service providers with a demonstrated ability to manage data securely over time. This attestation confirms our ongoing commitment to the highest standards of operational excellence with a structured focus on security, availability, processing integrity, confidentiality, & privacy of the systems we use to process users' data.

Key Personnel - Leadership

KYLE ETTER
President & CEO

651.255.5703
kyle.etter@cit-net.com

TODD SORG
Chief Operating Officer & CISO

651.255.5750
todd.sorg@cit-net.com

ROB CRAMER
Director of Services

651.255.5737
rob.cramer@cit-net.com

ANN MAUER
Director of Sales

651.255.5729
ann.mauer@cit-net.com

NATE SCHMITT
Director of Cybersecurity

651.255.5773
nate.schmitt@cit-net.com

We believe in forging connections that propel us forward, which is why our leadership team is always just a message away—**ready to collaborate, listen, and help you meet your goals.**

Out of respect for our employees privacy, we do not disclose their individual bios and certifications. We operate as a team and can ensure that the appropriate skilled engineer will be assigned to address the specific needs and support tickets of the City and your end users.

COLTON JESSE
Senior Account Manager
651.255.5732
colton.jesse@cit-solutions.net

Cost & Considerations

Description	Qty	Unit Price	Price
Hardware Costs			
DR Node	1	$85,007.67	$85,007.67
Production Nodes	3	$70,442.26	$211,326.78
Software Costs			
DR Node	1	$29,250.11	$29,250.11
Production Nodes	3	$21,903.27	$65,709.81
Microsoft Licensing			$0.00
Windows Server 2025 Datacenter - 16 Core	3	$6,539.20	$19,617.60
Windows Server 2025 CAL - 1 User CAL - 1 year	250	$13.52	$3,380.00
SQL Server 2022 Standard Core - 2 Core License Pack	2	$3,809.55	$7,619.10
SQL Server 2022 - 1 User CAL	60	$221.19	$13,271.40
Installation Services			
CIT Project Management	11	$151.20	$1,663.20
CIT Services Engineer	72	$222.30	$16,005.60
CIT Services Engineer (After Hours)	16	$333.00	$5,328.00
Node Installation Remote Support (per node)	4	$347.00	$1,388.00
		Total	**$459,567.27**

References

Our mission is to empower organizations to achieve their goals through innovative technology solutions tailored to their unique needs. With a history spanning over three decades, our company has grown to serve a diverse customer base, including construction, manufacturing, and businesses of varying verticals and sizes.

Our expertise lies in understanding the specific requirements and challenges faced by organizations like the City of Elk River.

We excel in providing scalable, reliable, and secure IT solutions that enhance operational efficiency and support their mission-critical activities. By leveraging our deep industry knowledge and technical proficiency, we ensure that our customers receive top-tier service and support, enabling them to focus on their core objectives without worrying about their IT infrastructure.

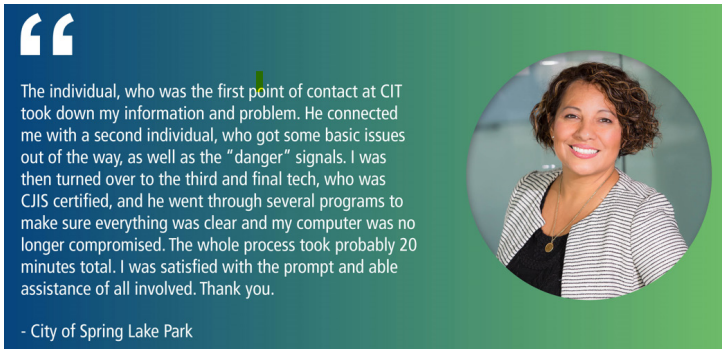
Our track record of successful projects and satisfied clients is a testament to our commitment to excellence and client satisfaction. We are dedicated to building longterm partnerships and delivering customized solutions that drive success for our customers.

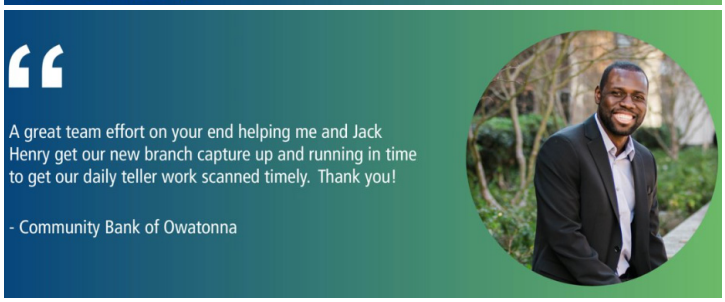
References

City of Corcoran
Nalisha Williams
Assistant City Administrator
(763)338.9292
nwilliams@corcoanmn.gov

City of Andover
Scott Allen
IT Manager
(763)767.5148
s.allen@andovermn.gov

ERA Structural Engineering
Ray RInger
IT Manager
(651) 251.7570
rringer@eraeng.com





Dear Seth

Heartland Business Systems LLC (HBS) appreciates the opportunity to respond to City of Elk River's request (RFQ Reference: COER-IT-INFRA-2026). We are pleased to present a solution aligned to your goals of deploying a reliable, scalable, and future-ready infrastructure environment.

HBS brings extensive experience delivering enterprise infrastructure solutions that are designed for performance, simplicity, and long-term operational value. Our team works closely with customers to ensure solutions are not only technically sound, but also aligned with organizational priorities, timelines, and budget expectations.

As part of this response, HBS has partnered with Lenovo and Scale Computing to deliver a highly resilient, hyperconverged infrastructure platform. This solution is designed to simplify operations, reduce complexity, and provide a cost-effective, scalable foundation to support your organization's current and future technology needs. By combining Lenovo's enterprise-grade hardware with Scale Computing's streamlined virtualization platform, we are able to deliver a solution that is both powerful and easy to manage.

Our approach is centered on partnership. We are committed to providing a seamless experience from initial planning through implementation and beyond, ensuring long-term success and value for your organization.

We are excited about the opportunity to partner with the City of Elk River and appreciate your consideration of our proposal.

Sincerely,

Paul Thon
Sales Consultant
Heartland Business Systems, LLC
Cell: 763-350-7784
Office: 952-487-7357
Email: pthon@hbs.net

Vendor Background and Qualifications (Attachment B)

Company Experience

Heartland has enjoyed significant growth for more than 30 years and currently employs over 600 employees across Wisconsin, Illinois, Iowa, Minnesota, Michigan, Nebraska, Arkansas, Missouri, Kansas, and Arizona. It is Heartland's commitment to its company mission, "to implement hardware and software technologies that will improve the profitability of every customer we serve", that is the cornerstone to its success.

Heartland Business Systems Overview

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization. You need instant access to information to make the very best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place. At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency and profitability.

Industry Awards and Achievements:

Key Technical Resource:

Jesse Everett
Principal Architect – Systems
Heartland Business Systems, LLC
Email: jeverett@hbs.net | Phone: 515-553-6661

Jesse Everett is a Principal Architect within Heartland Business Systems' Architecture and Innovation team, specializing in enterprise infrastructure design, data center modernization, and hyperconverged platforms.

Relevant Experience

- Leads architecture and design of enterprise data center refresh initiatives
- Designs and validates Lenovo-based infrastructure and Scale Computing hyperconverged solutions
- Develops disaster recovery and replication strategies, including VM replication and failover
- Supports backup and recovery architecture, including integration with solutions such as Veeam
- Creates and validates Bills of Materials (BoMs) and solution configuration
- works directly with customers and vendor partners to refine and finalize technical solutions

Technical Certifications

- Microsoft
- Virtualization Platform (Scale/VMware/Nutanix)
- Storage / Infrastructure
- Networking / Data Center

Heartland Business Systems Project Management

Heartland provides Project Management services for projects with multiple phases, multiple resources, or complex scope. The primary goal of project management is completing a project "On-Time and On-Budget". These services include the following:

- Creation and ongoing modification of project plans
- Identification of skill sets required for tasks within a project
- Coordination and scheduling of resources with required skill sets
- Management of project team, tracking completion within budget estimates
- Weekly notification of project status and completion milestones
- Documentation necessary to "close" a project when complete

Key Project Management Resource:

Glenn Gerardi
Senior Project Manager I
Heartland Business Systems, LLC
Email: ggerardi@hbs.net | Phone: 920-572-6024

Glenn Gerardi is a Senior Project Manager within HBS's Enterprise Optimization PMO, responsible for leading and delivering complex IT infrastructure projects from initiation through completion.

Glenn specializes in coordinating cross-functional teams, managing timelines and deliverables, and ensuring successful project execution aligned to customer expectations.

Relevant Experience

- Manages full lifecycle delivery of infrastructure and data center projects
- Leads project planning, scheduling, and resource coordination

- Oversees customer communication, risk management, and project governance
- Coordinates technical teams for:
    - Hardware deployments
    - Server and infrastructure implementation
    - Network and system upgrades
- Ensures delivery of:
    - Documentation
    - Knowledge transfer
    - Project closeout and acceptance

Technical Certifications

- Project Management (PMP/Agile/Scrum)
- IT Infrastructure / Networking
- Vendor Certifications (Cisco/Microsoft/etc)

References

Reference	
City of Plymouth	Chris Leiseth Cleiseth@plymouthmn.gov
Central Public Schools	Steve Anderson Sanderson@isd108.org
Inver Grove Heights Schools	Bill Ries Riesb@isd199

Statement of Work

City of Elk River

DATACENTER REFRESH

RFQ Reference: COER-IT-INFRA-2026

SOW Prepared By:

Paul Thon
Solution Consultant
Heartland Business Systems, LLC
Phone: (952) 487-7357
Pthon@hbs.net

Jesse Everett
Principal Architect
Heartland Business Systems, LLC
Phone: (843) 437- 0151
JEverett@hbs.net

Glenn Gerardi
Project Manager
Heartland Business Systems, LLC
Phone: (920) 572-6024
Ggerardi@hbs.net

Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS") for City of Elk River (hereinafter referred to as “Customer Abrv.“ or “Customer”).

The objectives of the project are:

- Hardware Deployment
- Server Deployment
- VM Replications
- Veeam reconfiguration

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

This project is expected to take 6 weeks to complete from the project kick-off. In the event that an extension to the project timeline is required, the parties shall utilize the Change Order process.

In Scope

- Hardware Deployment
    - Assist with 3-Node Scale Deployment in Production
        - Scale Professional Services used to deploy the Scale Nodes
        - Provide assistance and guidance as necessary
    - Assist with 3-Node Scale Deployment in DR
        - Scale Professional Services used to deploy the Scale Nodes
        - Provide assistance and guidance as necessary
- Server Deployment
    - Deploy Windows Server 2025 Template
        - Customer to provide Licensing
        - Update to latest recommend patch
    - Deploy Up to 35 new Application Servers
        - Use Windows template to deploy new servers
        - Customer to provide and deploy XDR agents if any
        - Assist Customer with services migration from old to new application servers
            - Not responsible for any 3rd party Vendor configurations or cooridnations
            - Will assist both customer and 3rd party vendor as requested
            - Cutover of services will be performed by customer
    - Deploy up to 5 new Linux Servers
        - Version and Linux Distro to be determined by Customer or 3rd party Vendor
        - Linux deployment support will be best effort
        - Linux migration support will be best effort
- Business Continuity
    - Configure Replication

        - Setup remote cluster configuration
        - Specify VMs for replication
        - Configure Replication interval policy
    - Reconfiguration of Veeam
        - Upgrade Veeam if required for Scale Integration
            - Version 13.01.1071
            - Convert licensing to instance based
        - Configure Scale Worker node deployment
        - Configure Backup Jobs
- Documentation
    - List of IP Addresses
    - List of Usernames and Passwords
    - High Level Physical Network Diagram for the Scale Node connections
    - High Level Logical Diagram for replication and Backup Topology

Out of Scope

- Cutover of Services for any VM
- Advanced troubleshooting of any non-scale application or linux vm issue.
- Any work or material not specifically identified in this document is not included in this Agreement. The out-of-scope items shall include the following: Deployment of any additional equipment not specifically listed in this SOW or Quote for the project.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- Project management shall provide updates to Customer regarding the project. Solutions consultant shall be the Customer's primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.
- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Customer responsible for all change management process tickets and notifications

- Customer will have needed rack-space for equipment
- Customer will have needed switchports at the required speeds for install
- Customer will have available power for new hardware

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide Independent remote access for the duration of the project. This will be with VPN, VDI, or ZTNA agent or agentless connection. This work will not be conducted over screensharing/collaboration meeting tools (i.e Zoom, Microsoft Teams, Cisco Webex, etc…)
- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.
- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Deliverables

The following are the deliverables HBS will provide to Customer (hereinafter referred to as "Deliverables") for this project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverables
1	3-Node Scale in Production
2	3-Node Scale in DR
3	Veeam Configuration
4	Replication
5	Documentation

Estimated Hours

This is an estimate of hours and, by its nature, is a "best guess," based on industry standards and best practices, HBS' experience, and Customer's needs as communicated thus far. HBS used input from its most experienced team members to generate this estimate. The pricing is set forth on the attached Quote.

#	Task	Est Effort (hrs)
1	Hardware Deployment	16
2	Server Deployment	120
3	Business Continuity	16
4	Documentation	4
	Total Hours	**156**

Project Completion 1

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

HEARTLAND BUSINESS SYSTEMS

Lenovo Data Center Upgrade with Scale - RFQ Reference: COER-IT-INFRA-2026

Quote #411931 v1

Prepared For:

Elk River City of
Seth Calvin
13065 Orono Parkway
Elk River, MN 55330

P: (763) 635-1084
E: SCalvin@ElkRiverMN.gov

Prepared by:

Heartland Business Systems
Paul Thon
1700 Stephen Street
Little Chute, WI 54140

P: (800) 236 7914
E: pthon@hbs.net

Date Issued:
05.21.2026
Expires:
06.19.2026

Lenovo				Price	Qty	Ext. Price
7DG9T8J700	**ThinkSystem SR630 V4, 2xIntel Xeon 6505P 12C 2.2GHz 150W, 8x64GB 2Rx4, 6x7.68TB SSD, SW RD, 2x1300W**			$45,370.10	3	$136,110.30
	C1XE	ThinkSystem 1U V4 10x2.5" Chassis	3			
	C3JB	ThinkSystem General Computing - Power Efficiency	3			
	BVGL	Data Center Environment 30 Degree Celsius / 86 Degree Fahrenheit	3			
	C5QQ	Intel Xeon 6505P 12C 150W 2.2GHz Processor	6			
	BPFK	ThinkSystem SR850 V3/SR630 V3/SR630 V4 Standard Heatsink	6			
	C0TQ	ThinkSystem 64GB TruDDR5 6400MHz (2Rx4) RDIMM	24			
	5977	Select Storage devices - no configured RAID required	3			
	C0ZT	ThinkSystem 2.5" U.2 VA 7.68TB Read Intensive NVMe PCIe 5.0 x4 HS SSD	18			
	C21X	ThinkSystem 1U V4 10x2.5" NVMe Gen5 Backplane	3			
	C1YK	ThinkSystem SR650 V4/SR630 V4 x16 OCP Cable Kit	3			
	C1YK	ThinkSystem SR650 V4/SR630 V4 x16 OCP Cable Kit	3			
	C4GB	ThinkSystem Broadcom 57412 10GBase-T 4-Port OCP Ethernet Adapter	3			
	BPPW	ThinkSystem Broadcom 57504 10/25GbE SFP28 4-Port OCP Ethernet Adapter	3			
	C0U5	ThinkSystem 1300W 230V/115V Platinum CRPS Hot-Swap Power Supply v2.4	6			
	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	6			
	C1YT	ThinkSystem 1U V4 Performance Fan Module	12			
	C1YP	ThinkSystem 1U V4 Standard Media Bay	3			
	C2DH	ThinkSystem Toolless Slide Rail Kit V4	3			
	BPKQ	TPM 2.0 with Secure Boot	3			
	B7Y0	Enable IPMI-over-LAN	3			
	BK14	Low voltage (100V+)	3			
	B8KJ	ThinkSystem 1U 10x2.5" NVMe HDD Type Label	3			
	BZ7F	ThinkSystem WW Lenovo LPK, Birch Stream	3			
	B97B	XCC Label	3			
	C3PL	ThinkSystem BHS 1U OCP number Label	3			
	C1ZS	ThinkSystem 1300W (CRPS) power rating label WW	3			
	C20J	ThinkSystem SR630 V4 Service Label for WW	3			
	AWF9	ThinkSystem Response time Service Label LI	3			
	C20D	ThinkSystem SR630 V4 model name Label	3			

Lenovo				Price	Qty	Ext. Price
	AUTQ	ThinkSystem small Lenovo Label for 24x2.5"/12x3.5"/10x2.5"	3			
	BQPS	ThinkSystem logo Label	3			
	C1ZP	ThinkSystem SR630 V4 Agency label with Blank	3			
	C1XL	ThinkSystem Power Cable, PIC Power 2x3+6P to PIC Power 2x3+6P, 480mm	3			
	C1XM	ThinkSystem PCIe 5.0 Cable, MCIO 8X STR TO MCIO 8X STR, 250mm	9			
	C1XN	ThinkSystem PCIe 5.0 Cable, MCIO 8X STR TO MCIO 8X STR, 350mm	6			
	BE0F	N+N Redundancy Without Over-Subscription	3			
	CAR5	SR630 V4 Laser service indicator	3			
	C3NU	ThinkSystem SR630 V4 MI-10x2.5" NVMe G5 BP	3			
	CA9B	ThinkSystem 1U/2U V4 From MB-PCIe10 to MB OCP1 EXPANSION	3			
	CA9A	ThinkSystem 1U/2U V4 From MB-PCIe12 to MB OCP2 EXPANSION	3			
	B0ML	Feature Enable TPM on MB	3			
	C4DV	ThinkSystem SR630 V4 Processor Board	3			
	C3K9	XClarity Platinum Upgrade v3	3			
	BU1E	Top Choice flag	3			
	CA7N	ThinkSystem SR630 V4 System I/O board v2	3			
	C26Y	ThinkSystem V4 CPU HS Clip	6			
	BHSS	MI for PXE with RJ45 Network port	3			
	C5XG	ThinkSystem SR630 V4 General Config PKG AC+CL	3			
	AVEN	ThinkSystem 1x1 2.5" HDD Filler	12			
	B8NK	ThinkSystem 1U Super Cap Holder Dummy	3			
	C1YX	ThinkSystem 1U V4 Full Height Riser Cage 1 Filler	3			
	C1YW	ThinkSystem 1U V4 Full HeightRiser Cage 2 Filler	3			
	CBDC	ENERGY STAR Certification Country	3			
	7S0XCTO6WW	XClarity One	3			
	SCJE	XClarity One - Standard, Per Endpoint w/5 Yr SW S&S	3			
	7S0XCTO8WW	XClarity Controller Prem-FOD	3			
	SCY0	Lenovo XClarity XCC3 premier - FOD	3			
	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	3			
	3444	Registration only	3			
	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	3			
	5WS7C20030	3Yr Premier NBD Resp SR630 V4	3			
5PS7C20468	**3Yr KYD Add-On**			$43.25	3	$129.75
5WS7C20030	**3Yr Premier NBD Resp**			$1,634.40	3	$4,903.20

HEARTLAND BUSINESS SYSTEMS

Lenovo				Price	Qty	Ext. Price
	Disaster Recovery					
7DG9T8J800	**ThinkSystem SR630 V4, 2xIntel Xeon 6505P 12C 2.2GHz 150W, 8x64GB 2Rx4, 6x7.68TB SSD, SW RD, 2x1300W**			$45,370.10	3	$136,110.30
	C1XE	ThinkSystem 1U V4 10x2.5" Chassis	3			
	C3JB	ThinkSystem General Computing - Power Efficiency	3			
	BVGL	Data Center Environment 30 Degree Celsius / 86 Degree Fahrenheit	3			
	C5QQ	Intel Xeon 6505P 12C 150W 2.2GHz Processor	6			
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	C21X	ThinkSystem 1U V4 10x2.5" NVMe Gen5 Backplane	3			
	C1YK	ThinkSystem SR650 V4/SR630 V4 x16 OCP Cable Kit	3			
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	C4GB	ThinkSystem Broadcom 57412 10GBase-T 4-Port OCP Ethernet Adapter	3			
	BPPW	ThinkSystem Broadcom 57504 10/25GbE SFP28 4-Port OCP Ethernet Adapter	3			
	C0U5	ThinkSystem 1300W 230V/115V Platinum CRPS Hot-Swap Power Supply v2.4	6			
	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	6			
	C1YT	ThinkSystem 1U V4 Performance Fan Module	12			
	C1YP	ThinkSystem 1U V4 Standard Media Bay	3			
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	B7Y0	Enable IPMI-over-LAN	3			
	BK14	Low voltage (100V+)	3			
	B8KJ	ThinkSystem 1U 10x2.5" NVMe HDD Type Label	3			
	BZ7F	ThinkSystem WW Lenovo LPK, Birch Stream	3			
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	B0ML	Feature Enable TPM on MB	3			
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	CBDC	ENERGY STAR Certification Country	3			
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	SCY0	Lenovo XClarity XCC3 premier - FOD	3			
	5641PX3	XClarity Pro, Per Endpoint w/3 Yr SW S&S	3			
	3444	Registration only	3			
	1340	Lenovo XClarity Pro, Per Managed Endpoint w/3 Yr SW S&S	3			
5PS7C20468	**3Yr KYD Add-On**			$43.25	3	$129.75
5WS7C20030	**3Yr Premier NBD Resp**			$1,634.40	3	$4,903.20
					Subtotal:	**$282,286.50**

Direct Attach Cables		Price	Qty	Ext. Price
SFC2-CIIB-3M-ENC	**CISCO TO IBM COMPATIBLE SFC2-CIIB-3M 10GBASE-CU SFP+ DAC 3M TAA COMPLIANT**	$34.29	6	$205.74
			Subtotal:	**$205.74**

Scale 5 Year Upfront		Price	Qty	Ext. Price
	Production 1			
HCOS-S-5-24C-PS	**SC//HYPERCORE - 24C-PS 5 YEAR LICENSE AND SOFTWARE** 07/30/2026 to 07/29/2031	$28,689.00	3	$86,067.00
	DR 2			
HCOS-S-5-24C-PS	**SC//HYPERCORE - 24C-PS 5 YEAR LICENSE AND SOFTWARE** 07/30/2026 to 07/29/2031	$28,689.00	3	$86,067.00
	Install 3			
MPVRR	**MARKETNG DISC SOFTWARE SERVICES ADVANCED TRAINING QHAT**	$0.01	1	$0.01
ADTM-PROMO-20	**WINDOWS/LINUX SERVERS ONLYPROMO SCALE COMPUTING MOVE**	$0.01	1	$0.01
QHAT	**SC//HYPERCORE ADVANCED TRAINING**	$0.01	1	$0.01
PLTFRM-REG/ QHAT-2026	**ADMISSION TO SCALE COMPUTING PLATFORM 2026 SUMMIT WITH**	$0.01	1	$0.01
QSRN	**Scale Computing Node Installation Remote Support - Service - Technical - Electronic**	$347.00	6	$2,082.00
QIMAGE	**REMOTE IMAGE SERVICE SCALECARE SERVICE**	$1,000.00	6	$6,000.00
			Subtotal:	**$180,216.04**

* Optional

Veeam Backup per Year		Recurring	Qty	Ext. Recurring
DC-VEEAM-BR-ENTPLUS-1Y	**Veeam Backup & Replication Ent Plus - VM Backup Lic - Per VM-1Y. VCSP Licensing for customer premise deployment. Also includes Veeam cloud connect server license for Offsite backup**	$137.28	40	$5,491.20
			* Optional ZDNU - One-Time Subtotal:	**$5,491.20**

Services		Price	Qty	Ext. Price
HBS-FLEX-SERVICES	**HBSFLEX Services** Flexible Services block- Rates for services based on attached HBS FLEX Volume Service Schedule	$44,740.80	1	$44,740.80
			Subtotal:	**$44,740.80**

Non-Returnable/Non-Refundable Language

Lenovo Note:

Customer understands that all Standard Lenovo.com purchase orders for Lenovo offers a 30 calendar day from invoice date, Lenovo Outlet purchases & Motorola products: Return window is 14 calendar days, Lenovo PRO purchases: Return window is 45 calendar days, excluding any applicable return shipping and handling fees or restocking fees. Digital software delivered electronically cannot be returned. Partial refunds or returns for bundled items or digital gaming products are not allowed. Products must be returned in their original packaging with all accessories. You must obtain a Return Merchandise Authorization (RMA) number before sending the product back. The product must be received at Lenovo's return center within 10 calendar days of RMA issuance. A 15% restocking fee applies.

Misc Note:

Customer understands that all orders for Scale are final when accepted by Scale. No cancellations, returns, exchanges or refunds are allowed.

Quote Summary	Amount
Lenovo	$282,286.50
Direct Attach Cables	$205.74
Scale 5 Year Upfront	$180,216.04
Services	$44,740.80
Total:	**$507,449.08**

*Optional Expenses	Recurring
Veeam Backup per Year	$5,491.20
Optional Subtotal:	**$5,491.20**

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice, and may be changed by HBS at any time up until shipment. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a $25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at http://www.hbs.net/standard-terms-and-conditions, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at https://www.hbs.net/End-User-Agreements. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2026.v1.0

Acceptance

Heartland Business Systems

Paul Thon
Signature / Name

05/21/2026
Date

Elk River City of

Seth Calvin
Signature / Name

Initials

Date

Regional Flex Rates - 2026

Schedule to the attached Quote between HBS and the customer ("Customer"). The parties hereby agree as follows:

1. The terms of this Schedule shall govern in the event of a conflict between the terms of the attached Quote and the terms of this Schedule.
2. Pricing. Customer agrees to pay HBS based upon the hourly rates described below. Pricing does not include applicable sales tax which will be charged at time of invoicing. HBS shall have the right to update its rates from time to time. Notwithstanding anything else contained herein, such updated rates shall be applied to any remaining amount of this prepaid HBSFLEX Agreement.
3. Prepayment. The hourly rates described below only apply to the prepaid HBSFLEX Agreement described in the attached Quote.
4. Expiration. Each HBSFLEX Agreement automatically expires 18 months after the date of invoice for that HBSFLEX Agreement. HBSFLEX Agreements may not be used to purchase products.
5. Additions. Should HBS elect, in its sole discretion, to allow the remaining funds of a previously issued HBSFLEX Agreement to be added onto a new HBSFLEX Agreement, the rate schedule below will apply to all such funds.

SS.2026.V1.0

HOURLY SERVICES BILLING SCHEDULE
(time is billed in 15 minute increments)

Resource Work Role	Hourly Rate
Associate	$140
Consultant / Engineer	$185
Senior Consultant / Engineer	$220
Lead Consultant / Engineer	$245
Principal	$275
Senior Principal	$365
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate
On Call Pager	$350

Managed Services Agreement: One Year Term (12 Months)

During Onboarding, Client will be expected to provide the following information (including, but not limited to):

- *Remote access to managed systems(s)*
- *Credentials to managed/monitored system(s)*
- *IP Address of managed/monitored system(s)*
- *Pictures and/or Network Diagram of managed system(s)*
- *List of escalation contact(s) and authorizations*
- *Site-specific contact information*
- *If Client is unable to produce any of the required information, HBS can provide an engineering resource (either onsite or remote) to assist at standard T&M rates.*

This purchase is governed by the Managed Services Agreement located at https://www.hbs.net/managed-service-agreement, which is incorporated herein by reference.

May 22, 2026

PROPOSAL FOR

CITY OF ELK RIVER

SETH CALVIN

Prepared By:

Adam Schefers
Senior Technology Advisor
320-249-5796
adam.t.schefers@marconet.com

Quote Number: 216433

Managed Services

Copiers & Printers

Audio Visual

Business IT Services

Friday, May 22, 2026

CITY OF ELK RIVER
Seth Calvin
13065 ORONO PKWY
ELK RIVER, MN 55330-5600
scalvin@elkrivermn.gov

Dear Seth,

Marco Technologies is pleased to present this proposal to modernize the City of Elk River's datacenter infrastructure. Building on our successful 2020 deployment of the City's HPE SimpliVity 380 Gen10 environment, this proposal represents a strategic evolution to a next-generation platform designed to meet the City's growing performance, security, and reliability requirements.

At the core of this modernization is the transition to the HPE SimpliVity 380 Gen11, introducing a fully all-flash storage architecture across both production and disaster recovery environments. This marks a significant advancement from the City's current hybrid storage design.

This shift to all-flash delivers measurable operational and service-level benefits:

- **Consistent, predictable performance**
  All workloads operate at flash-level speed, eliminating the variability inherent in hybrid storage systems that rely on caching mechanisms.
- **Reduced risk during failure scenarios**
  Faster rebuild and recovery times significantly decrease exposure during drive or node failures—an important consideration for public sector operations.
- **Improved application responsiveness**
  Critical systems, databases, and user-facing services benefit from lower latency and higher throughput.
- **Operational simplicity**
  By removing storage tiering and cache dependency, the environment becomes easier to manage, troubleshoot, and scale.
- **Performance parity between production and disaster recovery**
  The City's DR environment is no longer a reduced-performance fallback, but a fully capable extension of the primary datacenter.

While some alternative solutions continue to rely on hybrid storage architectures that depend on caching to approximate flash performance, Marco's proposed design delivers native, end-to-end flash performance by design—not by optimization. This ensures the City receives consistent service levels under all workload conditions, not just during optimal cache scenarios.

I personally, along with the entire Marco team, appreciates the long-standing partnership with the City of Elk River and the continued opportunity to support its IT environment. We value the collaborative working relationship we have built with the City's local IT team and enjoy working alongside them to support reliable, effective technology operations. We look forward to continuing this partnership and supporting the City's evolving infrastructure needs.

Adam Schefers
Senior Technology Advisor
Marco Technologies, LLC

IT - Datacenter Refresh Simplivity 380 -- CITY OF ELK RIVER

Prepared by:

Marco - Rochester

Adam Schefers
320-249-5796
adam.t.schefers@marconet.com

Prepared for:

CITY OF ELK RIVER

13065 ORONO PKWY
ELK RIVER, MN 55330-5600
Seth Calvin
763.635.1084
scalvin@elkrivermn.gov

Quote Information:

Quote #: 216433

Version: 7
Date Issued: 05/22/2026
Expiration Date: 05/29/2026

HPE Simplivity 380 G11

Description	One-Time	Qty	Ext. One-Time
HPE Virtual Rack	$37.93	1	$37.93
HPE SimpliVity 380 Gen11 8SFF CTO Node	$2,340.00	2	$4,680.00
INT Xeon-G 5520+ CPU for HPE	$2,842.95	4	$11,371.80
HPE 64GB 2Rx4 PC5-5600B-R Smart Kit	$5,407.48	32	$173,039.36
HPE DL380 Gen11 2U 8SFF x1 TM Kit	$211.01	2	$422.02
HPE SimpliVity 3.84TB SATA RI BC MV SSD	$7,463.75	12	$89,565.00
BCM 57414 10/25GbE 2p SFP28 Adptr	$252.13	2	$504.26
HPE SR932i-p Gen11 SPDM Storage Cntlr	$1,502.60	2	$3,005.20
HPE 96W Smart Stg Li-ion Batt 145mm Kit	$40.82	2	$81.64
HPE DL360 Gen11 Stg Cntrl Enable Cbl Kit	$9.59	2	$19.18
BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	$203.55	2	$407.10
HPE 1000W FS Ti Ht Plg PS Kit	$204.72	4	$818.88
HPE 2.0m 10A C13-C14 Blk Jpr Cord	$12.07	4	$48.28
HPE iLO Adv 1-svr Lic 3yr Support	$344.31	2	$688.62
HPE DL380/DL560 G11 2U High Perf Fan Kit	$246.25	2	$492.50
HPE DL3XX G11 Intrusion cable Kit	$5.52	2	$11.04
HPE DL3XX Gen11 2U Com Bezel Kit	$35.27	2	$70.54

HPE DDR-4 DIMM Blanks Kit	$13.45	2	$26.90
HPE DL38X Gen10+ 2U CMA for Rail Kit	$43.60	2	$87.20
HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	$3,317.93	2	$6,635.86
HPE DL380/DL560 G11 High Perf 2U HS Kit	$86.18	4	$344.72
HPE DL380 G11 NS204i-u Internal Cbl Kit	$43.44	2	$86.88
HPE DL3XX Gen11 Easy Install Rail 3 Kit	$57.19	2	$114.38
HPE DL380 Gen11 NS204i-u FIO Kit	$0.04	2	$0.08
HPE SimpliVity 380 Gen11 CTO Soln Trk	$1.36	2	$2.72
Include with complete system		2	
HPE SimpliVity Node Trk w/Sgl Resil	$1.36	2	$2.72
Include with complete system		2	
HPE SimpliVity 380 Gen11 8SFF CTO Node	$2,340.00	1	$2,340.00
INT Xeon-G 5520+ CPU for HPE	$2,842.95	2	$5,685.90
HPE 64GB 2Rx4 PC5-5600B-R Smart Kit	$5,407.48	16	$86,519.68
HPE DL380 Gen11 2U 8SFF x1 TM Kit	$211.01	1	$211.01
HPE SimpliVity 3.84TB SATA RI BC MV SSD	$7,463.75	8	$59,710.00
BCM 57414 10/25GbE 2p SFP28 Adptr	$252.13	1	$252.13
HPE SR932i-p Gen11 SPDM Storage Cntlr	$1,502.60	1	$1,502.60
HPE 96W Smart Stg Li-ion Batt 145mm Kit	$40.82	1	$40.82
HPE DL360 Gen11 Stg Cntrl Enable Cbl Kit	$9.59	1	$9.59
BCM 57414 10/25GbE 2p SFP28 OCP3 Adptr	$203.55	1	$203.55
HPE 1000W FS Ti Ht Plg PS Kit	$204.72	2	$409.44
HPE 2.0m 10A C13-C14 Blk Jpr Cord	$12.07	2	$24.14
HPE iLO Adv 1-svr Lic 3yr Support	$344.31	1	$344.31
HPE DL380 Gen11 8SFF Retimer/-P Cbl Kit	$132.87	1	$132.87

HPE DL380/DL560 G11 2U High Perf Fan Kit	$246.25	1	$246.25
HPE DL3XX G11 Intrusion cable Kit	$5.52	1	$5.52
HPE DL3XX Gen11 2U Com Bezel Kit	$35.27	1	$35.27
HPE DDR-4 DIMM Blanks Kit	$13.45	1	$13.45
HPE DL38X Gen10+ 2U CMA for Rail Kit	$43.60	1	$43.60
HPE NS204i-u Gen11 Ht Plg Boot Opt Dev	$3,317.93	1	$3,317.93
HPE DL380/DL560 G11 High Perf 2U HS Kit	$86.18	2	$172.36
HPE DL380 G11 NS204i-u Internal Cbl Kit	$43.44	1	$43.44
HPE DL3XX Gen11 Easy Install Rail 3 Kit	$57.19	1	$57.19
HPE DL380 Gen11 NS204i-u FIO Kit	$0.04	1	$0.04
HPE SimpliVity 380 Gen11 CTO Soln Trk	$1.36	1	$1.36
Include with complete system		1	
HPE SimpliVity Node Trk w/Sgl Resil	$1.36	1	$1.36
Include with complete system		1	
HPE SVT380 Gen11 2P Low 5yr E-LTU	$2,601.99	40	$104,079.60
HPE Installation and Startup Service		1	
HPE Simplivity 380 HW Startup SVC	$813.75	3	$2,441.25
HPE 5Y Tech Care Essential SVC		1	
HPE iLO Advanced Non Blade Support	$22.21	3	$66.63
HPE SVT 380 Gen11 8SFF CTO Node Support	$3,473.09	3	$10,419.27
HPE SVT380 Gen11 2P 5yr E-LTU	$0.51	3	$1.53
HPE Technical Installation Startup SVC		1	
HPE SVT Remote SW St SVC	$1,812.88	3	$5,438.64
FREIGHT-OUT CHARGE	$464.73	1	$464.73

Subtotal: **$576,800.27**

Microsoft Server Licenses - Perpetual

Description	One-Time	Qty	Ext. One-Time
Please note this license will require that you must have a Microsoft account prior to purchasing.			
Prod - Host 1 - Dual Proc - Intel 5520+ - 28x2=56Cores			
Windows Server 2025 Datacenter - 2 Core	$846.00	28	$23,688.00
Prod - Host 2 - Dual Proc - Intel 5520+ - 28x2=56Cores			
Windows Server 2025 Datacenter - 2 Core	$846.00	28	$23,688.00
DR - Host 1 - Dual Proc - Intel 5520+ - 28x2=56Cores			
Windows Server 2025 Datacenter - 2 Core	$846.00	28	$23,688.00
User CALs			
Windows Server 2025 - 1 User CAL	$50.00	200	$10,000.00
SQL Server Standard - Srv/CAL Based			
SQL Server 2025 Standard Edition Perpetual -1 Server License	$987.00	4	$3,948.00
SQL Server 2025 - 1 User CAL	$229.00	60	$13,740.00

Subtotal: **$98,752.00**

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - Fixed Fee - Project Management	$1,424.50	1	$1,424.50
Marco Professional Services - T&M - Estimate - Progress Billed Monthly	$9,600.00	1	$9,600.00

Subtotal: **$11,024.50**

Professional Services Engagement Agreement

ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

In addition to the Professional Service Engagement Agreement located at www.marconet.com/legal/business-it-product-agreements/professional-service-engagement-agreement, the following applies to this Professional Service Engagement:

ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

CITY OF ELK RIVER currently has a 3+1 HPE SimpliVity 380 G10 Cluster running VMWare as the Hypervisor. They would like to move to a new 2+1 HPE SimpliVity 380 G11 Cluster running on HPE VME going forward.

Marco will assist with the deployment (2) Nodes as a HA Cluster along with a single DR node running HPE VME remotely. CITY OF ELK RIVER to rack and cable all (3) nodes. The solution will be configured with Direct-Attach Copper (DAC) links between the two primary nodes for storage/replication traffic, 10GB client-facing connectivity using existing DAC Cables, and the Arbiter/VME Manager service deployed on the existing device.

ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES

The following solution will be considered “in-scope” for the purposes of this engagement:

Marco Systems Engineer

Labor Estimate:

- 35-45hrs @ $240/hr

Tasks:

Design & Planning (Remote)

- Validate final bill of materials
- Review client’s IP addressing plan, VLANs, DNS, NTP, and routing for management, storage/replication, and client-facing networks

Physical Setup (Client to Complete)

- CITY OF ELK RIVER to Rack and cable:
  - Mount
    - (2) production nodes
    - (1) DR node
  - Connect DAC links directly between the two production nodes
  - Connect 10GB client-facing NICs on all three nodes to the access/distribution layer

Marco Configuration (Remote)

- Node bring-up & baseline:
  - Verify iLO/management access
  - Update firmware/driver baselines (BIOS, NIC, Smart Array) per best practice
- SimpliVity federation & cluster:
  - Create federation, add two production nodes into the production cluster
  - Add DR node to the federation and deploy the Arbiter
- Networking:
  - Configure dedicated networks/VLANs for management and storage/replication
  - Validate DAC connectivity & throughput between production nodes
  - Configure 10GbE client-facing networking for all three nodes
- Policy & services:
  - Set backup policies (local and remote)
    - **NOTES**:
      - S2S Connectivity between the SimpliVity nodes will need to be in place prior for the S2S replication
      - The longer-term retention and rate of change will impact the storage needed on each of the SimpliVity nodes, additional storage may be needed or the retention reduced/offloaded

VM Migration (Remote/Assisted)

- Marco will assist with conversion/migration of up to three (3) Windows based VM's (Expected to be on the smaller side from a storage perspective) and review the steps with the client to complete the remaining
  - **NOTE**: If Marco's assistance is desired to complete additional or assistance is needed a change order may be needed
- Client will migrate all additional VMs.
  - Assumption: No powered-down VMs will be migrated

COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

A designated Project Manager (PM) will lead your project to ensure alignment, momentum, and successful delivery. Your PM owns the timeline, coordinates resources, manages scope and risk, and keeps all stakeholders informed.

This role is key to ensuring a clear, smooth, and outcome-driven experience.

What's Included in your Marco Project:

Initiation & Planning

- Align on goals, scope, milestones, and success criteria
- Coordinate project timeline, resources, and budget visibility
- Identify and prepare for project risks

Execution Oversight

- Manage all workstreams and schedule accountability
- Ensure clear and consistent stakeholder communication
- Handle scope changes and third-party/vendor coordination, if applicable

Quality & Closeout

- Validate key deliverables and facilitate quality checkpoints
- Drive issue resolution and surface lessons learned
- Package documentation, facilitate support hand-off and wrap-up project details

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Optional Services (Billable)

- End-user training
- Custom integrations/configurations
- Onsite or extended support

**Certain support may be covered under a Marco Managed Services plan based on contractual agreement*

CLIENT RESPONSIBILITIES

- To participate in project kickoff call and any additional project-related conference calls and assist in coordination and communication efforts.
- To complete the unboxing, racking and cabling of the (3) SimpliVity nodes

- When applicable, authorize Marco to configure remote access for post-installation support. Marco will communicate prior to any non-support ticket access.
- Disposal of retired equipment is not included. Old equipment will be shut down at project close but not recycled; eWaste services may be available via Marco if required.
- To migrate/convert the remaining VM's and removal of the (4) current HPE SimpliVity 380 G10 nodes
- To provide all required software licenses not included as part of this PSE/SOP, rack (6U) and proper power and cooling
- To provide DAC/Ethernet Cables as needed to connect the (3) SimpliVity nodes

SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES

Please list any Assumptions, Exclusions, and Important Notes for the purposes of this engagement:

- All work to be completed during Marco's normal business hours. Monday through Friday, 8:00AM to 5:00PM
  - **NOTE**: If after hours work is desired, labor will be billed at 1.5x Marco's normal labor rates
- All work to completed remotely

Quote Summary - One-Time Expenses

Description	Amount
HPE Simplivity 380 G11	$576,800.27
Microsoft Server Licenses - Perpetual	$98,752.00
Professional Services Labor	$11,024.50
Total:	**$686,576.77**

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	**1**	**One-Time**	**$686,576.77**

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products.
- If the parties have negotiated changes to the Terms and Conditions that have been reduced to writing and signed by both parties, the modified version(s) of such Terms and Conditions, that have not expired or been terminated, shall replace the online version(s).
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
- Payments made via credit card are subject to a 3% surcharge.
- A $30 fee will be assessed for any returned payment.
- Price availability is subject to change without notice at any point during or after the quotation, ordering, and fulfillment process.

Marco Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF ELK RIVER

Prepared for: Seth Calvin

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

Customer References

Bullet Heading

Winona County

202 W 3rd St
Winona, MN 55987

Primary Contact:
Chad Lang
clang@co.winona.mn.us

Current HPE SimpliVity customer.

Absolute Energy

1372 State Line Rd
Saint Ansgar, IA 50472-8806

Primary Contact:
Tim Hauge
tim.hauge@absenergy.org

Current HPE SimpliVity customer.

Caledonia Haulers

420 West Lincoln St
Caledonia, MN 55921-1042

Primary Contact:
Linda Vinson
Operations Manager
lindajoy@caledoniahaulers.com

Current HPE SimpliVity customer.

Bullet Heading

Request for Action

To
City Council

Item Number
4.19

Meeting Date
July 6, 2026

Prepared By
Mike Eichten, Benefits & HR Specialist

Item Description
Hire Park Maintenance Worker

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the hiring of James Luckhurst to the position of park maintenance worker, effective July 20, 2026.

Background/Discussion
We went to market to fill a vacant park maintenance worker position. We received 67 applications and offered interviews to 11 candidates. Following second interviews, background, and reference checks, we recommend James Luckhurst for the position.

Mr. Luckhurst was a member of the Army National Guard for 7 years. Since 2015, he has been employed as a Sentence to Serve crew leader and an Adult Detention Officer for the Benton County Sheriff's Office.

Mr. Luckhurst will start at step A of the IUOE Local 49 pay plan. All pay and benefits will be consistent with the union contract and city policy.

Financial Impact
This is a budgeted position.

Mission/Policy/Goal
The Elk River Mission

Attachments
None

Request for Action

To
City Council

Item Number
4.20

Meeting Date
July 6, 2026

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Change Order 1 – 2026 Parking Lot Improvements

Reviewed by
Justin Femrite
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, Change Order 1 for the 2026 Parking Lot Improvements.

Background/Discussion
The 2026 Downtown Parking Lot Project is partially complete, and several field conditions have required modifications to the original contract through a Change Order. Most of these changes resulted from unforeseen underground infrastructure commonly encountered in historic downtown areas. The following changes were made within the King Avenue parking lot project, resulting in a net contract increase of **$39,172.53**:

- Shift the south curb line north eight feet to provide space for the future Main Street reconstruction layout.
- Revised the Main Street water main connection to a wet tap, reducing construction costs while eliminating water service interruptions to nearby businesses and residents.
- Replaced the water service serving 309 Jackson Avenue after it was found to conflict with the proposed sanitary sewer main.
- An abandoned stairwell was found alongside the building on the east edge of the lot.
- Addressed multiple conflicts with the existing six-inch downspout drain lines encountered during sanitary sewer installation.

In addition, the contract was amended to remove work at the FT Center that had previously been included on behalf of ISD 728. Since ISD 728 elected not to proceed with those improvements, this change results in a net contract decrease of **$115,496.60**. This reduction does not affect the city's financial obligation, as those improvements were to be funded entirely by ISD 728.

Financial Impact
$30,172.53 will be paid with Pavement Management funds, and the remaining $9,000 will be reimbursed by Elk River Municipal Utilities for item CO1.7.

Mission/Policy/Goal
Meet changing needs - agile.

Attachments
1. Change Order 1 - 2026 Parking Lot Improvements

Change Order No. 1

Date of Issuance:	**June 26, 2026**	Effective Date:	**July 6, 2026**
Owner:	**City of Elk River**		
Contractor:	**Custom Builders, Inc.**		
Engineer:	**Bolton & Menk, Inc.**	Engineer's Project No.:	
Project:	**2026 Parking Lot Improvements**	**25X139740**	

The Contract is modified as follows upon execution of this Change Order:
The following Pay Items are added due to this Change Order:

NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
CO1.1	GRIND STRIPING	LIN FT	135	$11.00	$1,485.00
CO1.2	ADDITIONAL TOP BLOCK WALL	EACH	1	$1,680.00	$1,680.00
CO1.3	SPLIT FACE CMU	EACH	1	$1,440.00	$1,440.00
CO1.4	1" COPPER PIPE	LIN FT	153	$38.50	$5,890.50
CO1.5	1" CURB STOP & BOX	EACH	1	$900.00	$900.00
CO1.6	TEMPORARY WATER SERVICE (309 JACKSON AVE)	LUMP SUM	1	$375.00	$375.00
CO1.7	6" X 6" SS WET TAP	EACH	1	$9,000.00	$9,000.00
CO1.8	HANDICAP RAMP	EACH	1	$1,500.00	$1,500.00
CO1.9	LIGHTING UNIT TYPE SPECIAL 1 (POLES)	EACH	2	$2,932.51	$5,865.02
CO1.10	ADDITIONAL TRAFFIC CONTROL SIGNS	LUMP SUM	1	$2,787.26	$2,787.26
CO1.11	ABANDON STAIRWELL	LUMP SUM	1	$550.00	$550.00
CO1.12	6" PVC DOWNSPOUT PIPING	LIN FT	75	$95.33	$7149.75
CO1.13	DEBRIS DUMPSTER	LUMP SUM	1	$550.00	$550.00
				TOTAL:	**$39,172.53**

- In addition to the above added pay items, changes to the existing bid items as a result of this Change Order and the removal of work on the ISD 728 property is estimated to reduce the total project cost in the amount of -$115,496.60, for a total estimated change in project cost of -$76,324.07.

Description:

The following is requested to be revised in the 2026 Parking Lot Improvements Project:

King Avenue Parking Lot:

- Shift south curb line north 8' to provide space for future Main Street reconstruction layout.
- Change watermain connection in Main St to a wet tap to minimize cost and eliminate water shutdown impacts to businesses and residents.
- Replace water service to 309 Jackson Ave as it was found to be in conflict with the proposed sanitary sewer main.
- Abandoned stairwell was found along building.
- Multiple sections of 6" downspout piping were in conflict with trench during sanitary installation.

FT Center Parking Lot:

- Remove parking stalls along west side of proposed lot to eliminate ISD 728 cost participation.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 1,133,485.25	Original Contract Times: Substantial Completion: October 23, 2026 Ready for Final Payment: December 18, 2026
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. _____: $ 0	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____days
Contract Price prior to this Change Order: $ 1,133,485.25	Contract Times prior to this Change Order: Substantial Completion: October, 23, 2026 Ready for Final Payment: December 18, 2026
[Increase] of this Change Order: $ 39,172.53	[Increase] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____
Contract Price incorporating this Change Order: $ 1,172,657.78	Contract Times with all approved Change Orders: Substantial Completion: October 23, 2026 Ready for Final Payment: December 18, 2026

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Jason W. Cook	By: Ryan Sandhoefner	By: Jeffrey M Rit
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title: Engineering PM	Title: President, Custom Builders Inc.
Date: 6/29/2026	Date: 7/1/2026	Date: 6/30/2026

Request for Action

To
City Council

Item Number
7.1

Meeting Date
July 6, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Easement Vacation and Final Plat: Meadowsweet Bend Second Addition, Twin City Land Development

Reviewed by
Chris Leeseberg
Cal Portner
Justin Dunford

Action Requested
Adopt, by motion, Resolution 26-48 vacating the drainage and utility easements on Lot 12, Block 2, Meadowsweet Bend, subject to the condition that the City Council approves the final plat for Meadowsweet Bend Second Addition.

Adopt, by motion, Resolution 26-47 approving the final plat of Meadowsweet Bend Second Addition, subject to the following conditions:

1. Council approval of a Development Agreement outlining the responsibilities of the city and the developer.
2. A Letter of Credit shall be provided to the city in the amount of 100% of the costs of the public improvements.
3. Upon completion of all improvements and acceptance by the city, a security or warranty in a form acceptable to the public works director must be secured.
4. The Development Plan shall be approved by the public works director prior to the issuance of building permits.
5. Staff approval of all site, civil, and landscaping plans.
6. Park Dedication Fee will be paid at a prorated amount based on the land dedication outlined in the preliminary plat approval.
7. Any item or condition found that indicates the site is likely to yield information important to prehistory or history shall be reported to the city immediately. Further, the city reserves the right to stop work authorized for its approval until the site is appropriately investigated and work is authorized.
8. A sanitary sewer extension fee of $9,030/lot shall be paid at the time of platting.
9. The city must review the HOA documents regarding the long-term maintenance plan for the private sanitary service.
10. The easement vacation for Lot 12, Block 2, Meadowsweet Bend must be approved by the City Council and recorded prior to the final plat.

Approve, by motion, the development agreement for Meadowsweet Bend Second Addition, and authorize staff to make non-substantive changes as required.

Background/Discussion
The preliminary plat of Meadowsweet Bend was approved on September 16, 2024, and included 104 single family lots. All lots will be served by a privately owned and maintained sewer system, which will connect to the public system near the intersection of Joplin Street and County Road 33. The developer will pay a sanitary sewer extension fee for each parcel.

The applicant, Twin City Land Development, is seeking approval of their second phase, which will plat 20 new lots and replat one lot from the first addition. Replatting the existing lot, Lot 12, Block 2, requires the vacation of existing drainage and utility easements so they do not conflict with the new parcel layout. The perimeter and wetland buffer easements will be re-established with the final plat of the second addition.

Easement Vacation
The easements proposed to be vacated provide the standard perimeter drainage and utility easements and a wetland buffer for Lot 12, Block 2, in the first addition of Meadowsweet Bend. If the easements were not vacated, they would conflict with the usable areas for the new lots 1 and 2, Block 2, in the proposed second addition. The realignment of the existing lot is consistent with the approved preliminary plat, the easement vacation supports the intended use of the property, and areas requiring protection with an easement will be established when the final plat for the second addition is recorded.

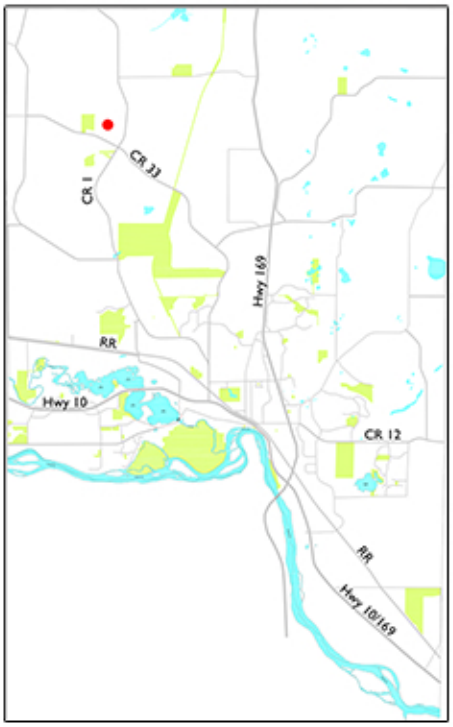
Development Agreement
The conditions for the approval of the plat include a requirement that a Development Agreement be signed and recorded. Staff drafted the attached Development Agreement outlining the costs, responsibilities, and required security in the form of a Letter of Credit. The agreement also outlines the park dedication requirements included in the preliminary plat approval.

The developer has reviewed the document, and staff have included their recommended changes.

Financial Impact
None

Mission/Policy/Goal
Opportunity to live, work, and play.
Support the growth and development of the community.

Attachments
1. Location Map
2. Easement Vacation Written Narrative
3. Resolution 26-48: Easement Vacation Resolution
4. Final Plat
5. Civil Plans dated April 17, 2026
6. Resolution 26-47: Final Plat, Meadowsweet Bend 2nd Addition
7. Development Agreement



Project Location Map

Meadowsweet Bend 2nd

Final Plat

Case No: P 26-07

Legal Description of Property
A Written Narrative see Description of Project Narrative
TCLD respectfully requests to vacate the existing DU easement boundary around Lot 12, Block 2 of Meadowsweet Bend, so that we may replat the lot into a new, larger configuration along with the second phase of the development. A new DU easement boundary consistent with city requirements will be established for this lot through the 2nd Addition Final Plat of Meadowsweet Bend (whereby the lot will become Lot 1, Block 2, 2nd Addition).

City of Elk River
City Council

Resolution 26-48

A Resolution of the City Council of the City of Elk River Granting a Petition to Vacate Drainage and Utility Easements on Lot 12, Block 2, Meadowsweet Bend

WHEREAS, pursuant to Minnesota Statutes Section 412.851, after two (2) weeks' published and posted notice of the hearing and after mailing written notice of the hearing at least ten (10) days before the hearing to each property owner affected by the proposed vacation, the Elk River City Council has conducted a hearing to consider the vacation of drainage and utility easements legally described on the attached Exhibit "A" ("Easement"); and

WHEREAS, a public hearing on said petition was held on July 6, 2026, before the City Council of the City of Elk River after published and posted notice had been given, and all persons interested were given an opportunity to be heard at the public hearing; and

WHEREAS, vacation of the Easement is appropriate as the protections established with the existing easements will be replaced with the plat of Meadowsweet Bend Second Addition, and

WHEREAS, the plat of Meadowsweet Bend Second Addition includes all required drainage and utility easements required by city standards.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Elk River, Minnesota, as follows**:**

1. The petition to vacate the drainage and utility easements, as described in Exhibit A, is hereby granted, based upon the following Findings of Fact:
    A. The Council finds the easement described in Exhibit A is no longer a benefit to the public as the plat of Meadowsweet Bend Second Addition will dedicate all required easements.
2. Vacation of the drainage and utility easements described in Exhibit A shall be effective at the time of recording of the necessary documents.

Passed and adopted this 6th day of July 2026.

_____

John J. Dietz, Mayor

ATTEST:

Justin Dunford, City Clerk

EXHIBIT A

Legal Description

All drainage and utility easements within Lot 12, Block 2, Meadowsweet Bend, Sherburne County, Minnesota.

MEADOWSWEET BEND SECOND ADDITION

CITY OF ELK RIVER
SHERBURNE COUNTY, MN

KNOW ALL PERSONS BY THESE PRESENTS: That TCLD–LF5 Meadowsweet, LLC, A Minnesota limited liability company, owner of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

Parcel 1:
Outlot A, MEADOWSWEET BEND, Sherburne County, Minnesota.
Parcel 2:
Outlot E, MEADOWSWEET BEND, Sherburne County, Minnesota.
Parcel 3:
Outlot D, MEADOWSWEET BEND, Sherburne County, Minnesota.
Parcel 4:
Lot 12, Block 2, MEADOWSWEET BEND, Sherburne County, Minnesota.
Parcel 5:
Outlot A, MEADOWSWEET HILLS, Sherburne County, Minnesota.

Has caused the same to be surveyed and platted as MEADOWSWEET BEND SECOND ADDITION and does hereby dedicate to the City of Elk River for public use forever, the public ways as shown on this plat. And also dedicating to the public for public use forever the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said TCLD–LF5 Meadowsweet, LLC, A Minnesota limited liability company, has caused these presents to be signed by its proper officer to be here unto affixed

this _____ day of _____, 20_____.

TCLD–LF5 Meadowsweet, LLC

_____
Benjamin Schmidt – Chief Manager/President

STATE OF MINNESOTA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Benjamin Schmidt, Chief Manager/President, of TCLD–LF5 Meadowsweet, LLC, A Minnesota limited liability company.

_____
(Signature)

Notary Public, _____ County, Minnesota

_____
(Printed Name)

My Commission Expires _____

I hereby certify that this plat was prepared by me or under my direct supervision; that I am duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that monuments depicted on the plat have been correctly set or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

_____
Craig Wensmann, Land Surveyor
Minnesota License No. 47466

STATE OF MINNESOTA COUNTY OF _____

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20_____, by Craig Wensmann, Land Surveyor, Minnesota License Number 47466.

_____
(Signature)

Notary Public, _____ County, Minnesota

_____

My Commission Expires _____

Approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a meeting held the_____ day of_____, 20_____.

_____
Mayor

Attest:_____
City Clerk

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20_____.

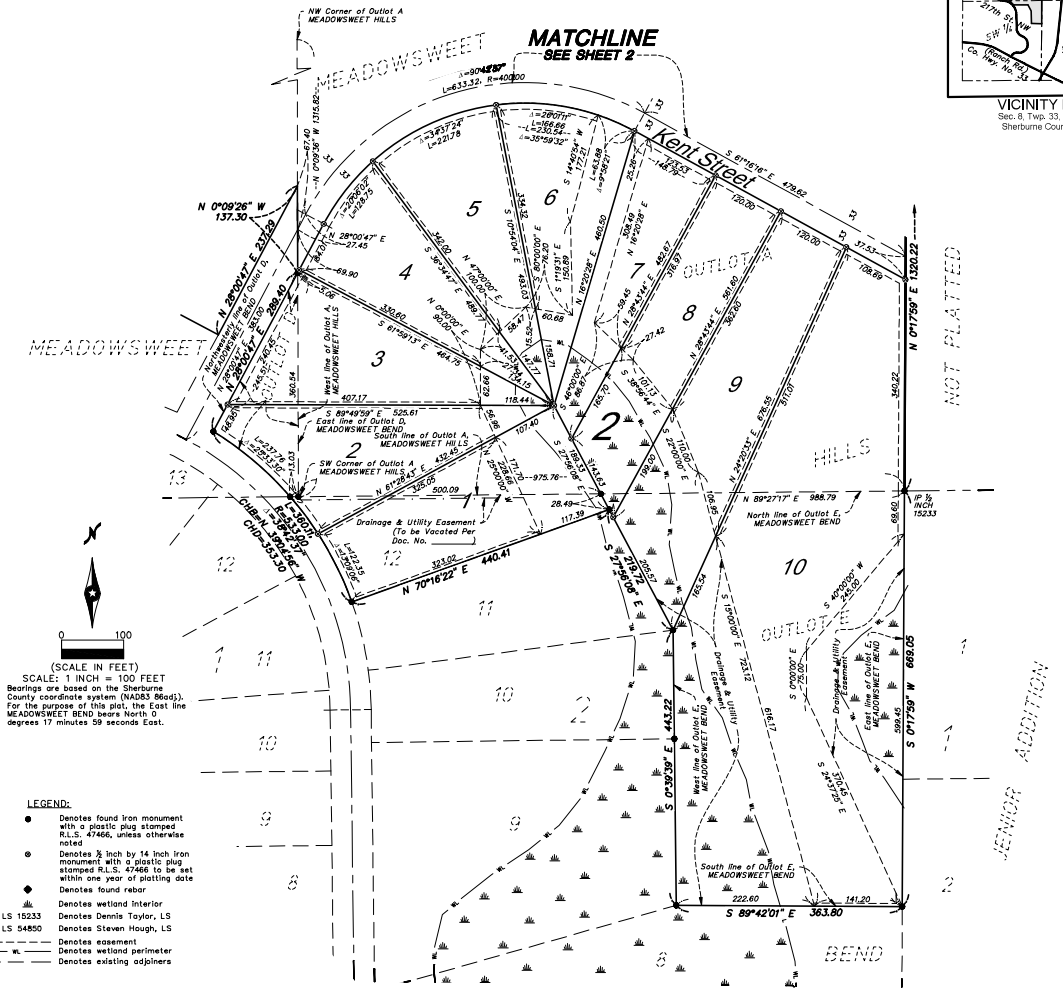
_____
Sherburne County Surveyor

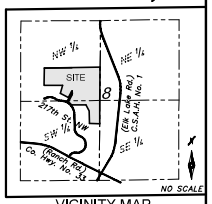
I hereby certify taxes payable in the year _____ on lands herein described are paid in full, and there are no delinquent taxes, and that transfer was entered this _____ day of _____, 20_____.

_____
Sherburne County Auditor/Treasurer

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this _____ day of _____, 20_____ at _____ o'clock __.M. and was duly recorded as Document No. _____.

_____
Sherburne County Recorder





VICINITY MAP
Sec. 8, Twp. 33, Rng. 26
Sherburne County, MN

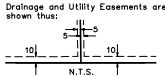
0 100
(SCALE IN FEET)
SCALE: 1 INCH = 100 FEET

Bearings are based on the Sherburne County coordinate system (NAD83 86adj). For the purpose of this plat, the East line MEADOWSWEET BEND bears North 0 degrees 17 minutes 59 seconds East.

LEGEND:

- ● Denotes found iron monument with a plastic plug stamped R.L.S. 47466, unless otherwise noted
- ⊗ Denotes ½ inch by 14 inch iron monument with a plastic plug stamped R.L.S. 47466 to be set within one year of platting date
- ◆ Denotes found rebar
- Denotes wetland interior
- LS 15233 Denotes Dennis Taylor, LS
- LS 54850 Denotes Steven Hough, LS
- Denotes easement
- WL Denotes wetland perimeter
- Denotes existing adjoiners

Drainage and Utility Easements are shown thus:



Being 10 feet in width and adjoining right-of-way lines and plat boundary lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.

NOTE:
Drainage and Utility Easements per plat of MEADOWSWEET BEND were vacated per Document No._____.

NOTE:
Drainage and Utility Easements per plat of MEADOWSWEET HILLS were vacated per Document No. 990493.

WIDSETH
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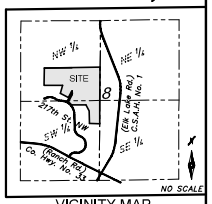
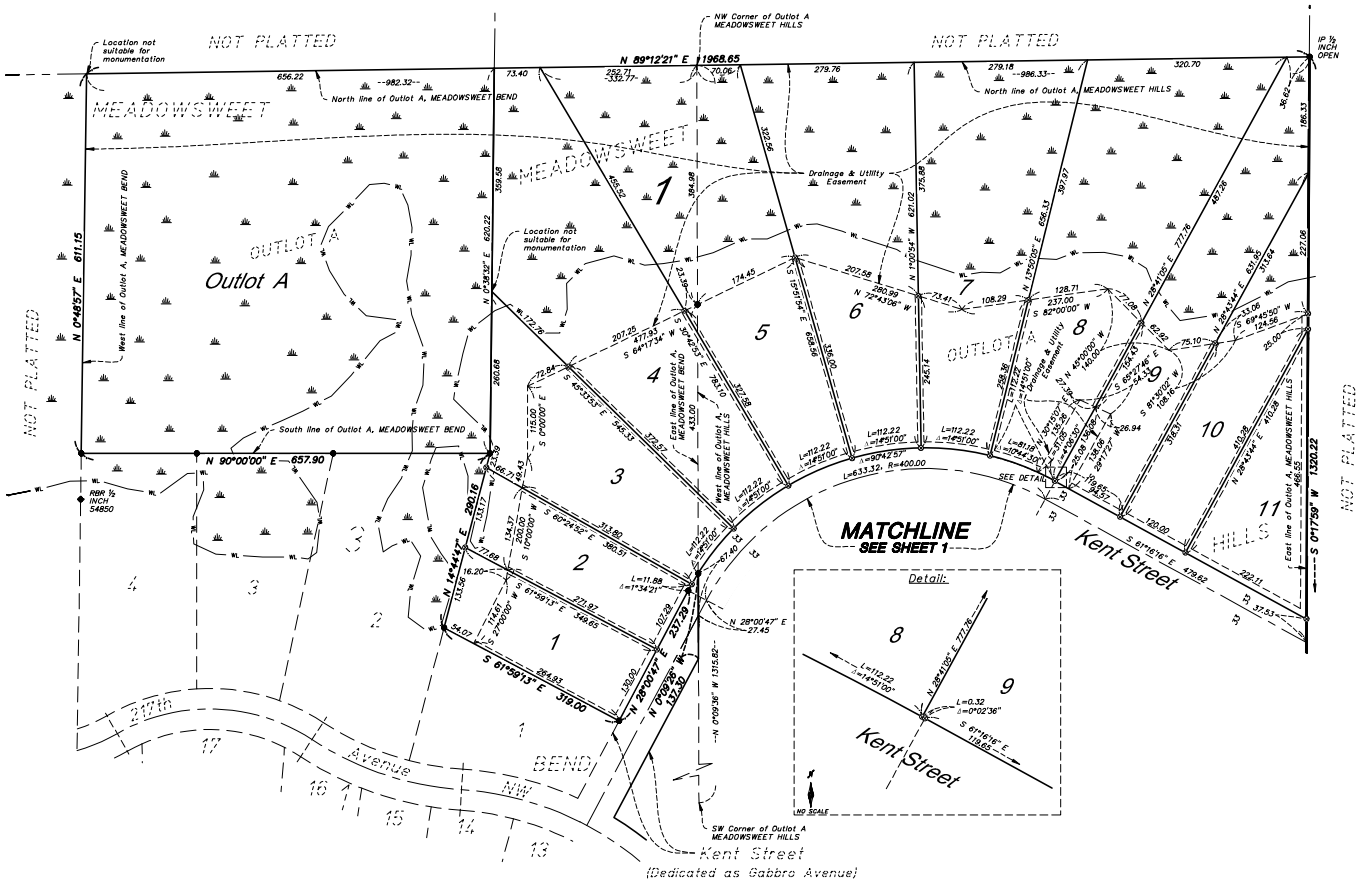
SHEET 1 OF 2

MEADOWSWEET BEND SECOND ADDITION

CITY OF ELK RIVER
SHERBURNE COUNTY, MN



VICINITY MAP
Sec. 8, Twp. 33, Rng. 26
Sherburne County, MN



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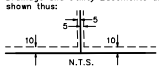

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SHEET 2 OF 2

MEADOWSWEET BEND 2ND ADDITION
TWIN CITIES LAND DEVELOPMENT, LLC.
RANCH ROAD NW (CR 33)
CITY OF ELK RIVER, SHERBURNE COUNTY, MN
APRIL 2026
PRELIMINARY CONSTRUCTION PLANS

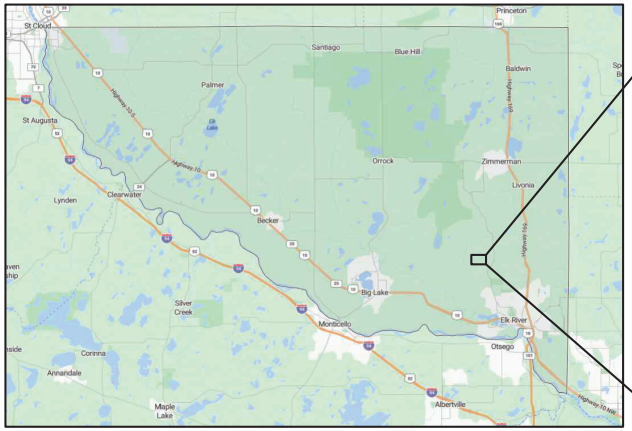
CIVIL & SURVEY PLANS PREPARED BY:

WiDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

REFERENCED STANDARDS:
- ELK RIVER DESIGN STANDARDS (2023)
- MNDOT ROAD DESIGN MANUAL (2023)
- MNDOT STANDARD PLATES
- MPCA STORMWATER MANUAL
- CEAM SPECIFICATIONS (2013)
- MUTCD (2023)

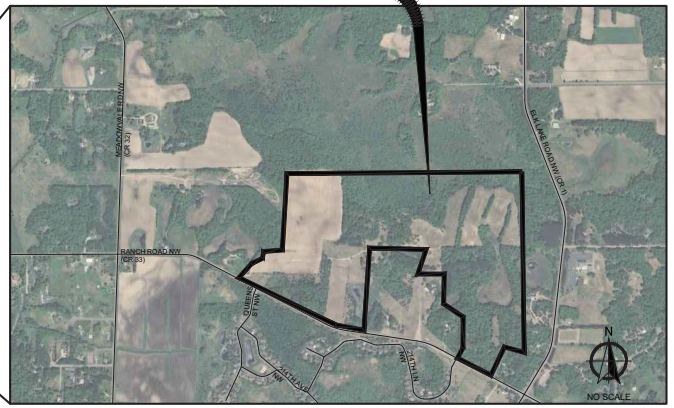
PRIVATE UTILITIES SHOWN ARE QUALITY LEVEL D.
QUALITY LEVEL D PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

Sheet List Table	
Sheet Number	Sheet Title
	Cover
1	Removals Plan
2	Site Plan
3	Grading Plan
4	Gabbro Ave Plan & Profile
5	Gabbro Ave Plan & Profile
6	Erosion Control Plan
7	SWPPP Narrative
8	Details
9	Details
10	Details
11	Details
12	Landscaping Plan



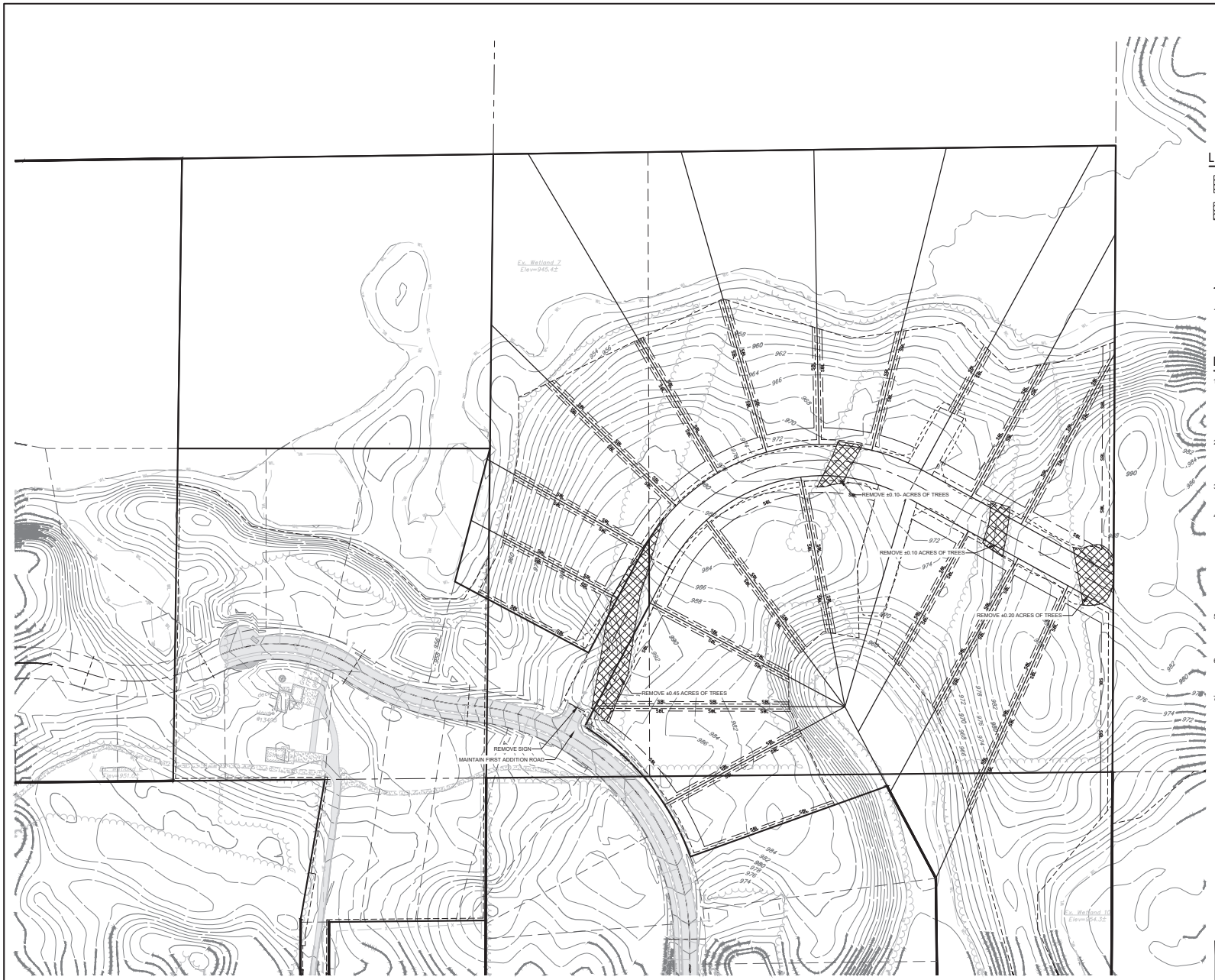
SHERBURNE COUNTY, MINNESOTA

PROJECT LOCATION



VICINITY MAP

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION



LEGEND:

- REMOVE PAVEMENT SECTION
- REMOVE EXISTING TREES
- REMOVE FEATURE
- SALVAGE
- SAW-CUT
- GRADING EXTENTS

DEMOLITION GENERAL NOTES:

1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM OR COORDINATE ALL UTILITY CONNECTIONS AND RELOCATIONS FROM EXISTING UTILITY LOCATIONS TO THE PROPOSED BUILDING, AS WELL AS TO ALL ON-SITE AMENITIES. THESE CONNECTIONS INCLUDE BUT ARE NOT LIMITED TO WATER, SANITARY SEWER, UNDERGROUND GAS, ETC.
2. THE CONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. UTILITY CONNECTIONS (UNDERGROUND GAS, WATERMAIN, AND STORM SEWER) MAY REQUIRE A PERMIT FROM THE CITY.
3. THE CONTRACTOR SHALL VERIFY THE ELEVATIONS AT PROPOSED CONNECTIONS TO EXISTING UTILITIES PRIOR TO ANY DEMOLITION.
4. CONTRACTOR SHALL COORDINATE WITH THE CITY OF ELK RIVER FOR ALL UTILITY DISCONNECTIONS, SERVICE TERMINATIONS AND REMOVALS. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS AND RELOCATIONS WITH THE UTILITY PROVIDERS PRIOR TO THE START OF CONSTRUCTION. ALL SERVICE CONNECTIONS/DISCONNECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH STATE AND LOCAL STANDARD SPECIFICATIONS FOR CONSTRUCTION. CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE AND LOCAL PERMITS NECESSARY FOR UTILITY CONSTRUCTION AND WORK WITHIN ADJACENT RIGHT-OF-WAYS.
5. IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER.
6. CONTRACTOR SHALL PROTECT UTILITIES, STRUCTURES AND TREES (NOTED AND NOT NOTED) TO REMAIN AND SHALL BE RESPONSIBLE TO REPAIR DAMAGES TO ANY FEATURES TO REMAIN.
7. TREES 6" AND LARGER AND OTHER NOTABLE VEGETATION WERE IDENTIFIED AND LOCATED DURING THE COURSE OF THE SURVEY. CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS OF THE PROJECT AREA AND REMOVE ALL TREES NOT DESIGNATED TO BE SAVED AND PROTECTED. ALL TREES, DEBRIS, ROOTS, BOULDERS AND TOPSOIL SHALL BE REMOVED FROM THE SITE.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
DESIGN BY: MJM
DRAWN BY: MJM
CHECKED BY: MJM, CJD
DWG FILE: SITE BASE
FILE NO.: 24-0120.00

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

WiDSETH
ARCHITECTURE · ENGINEERING · SURVEYING · PLANNING

MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

REMOVALS PLAN

SHEET NO.
1

N

0' 100' 200'
SCALE: 1"= 100'

LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL SURFACING
- PROPOSED CONCRETE PAVEMENT
- APPROXIMATE LOCATION & SIZE OF HOUSE (SEE GRADING PLAN FOR SUGGESTED HOUSE TYPE)

SITE PLAN NOTES:

1. ALL CONCRETE RAMPS, SIDEWALKS AND ACCESSIBLE HANDICAPPED PARKING STALLS TO CONFORM TO CURRENT A.D.A. REQUIREMENTS.
2. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
3. CONTRACTOR SHALL INSTALL EROSION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION.
4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE CITY, COUNTY AND STATE REGULATIONS.
5. SITE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PLANS APPROVED BY THE CITY.
6. SEE PRELIMINARY PLAT FOR LOT STANDARDS, SETBACK INFORMATION, ETC.
7. THERE WILL BE A $1,000 SURCHARGE ON PATCHES IN BASE COURSE PAVEMENT, NO PATCHES ARE ALLOWED IN WEAR COURSE PER ELK RIVER.

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

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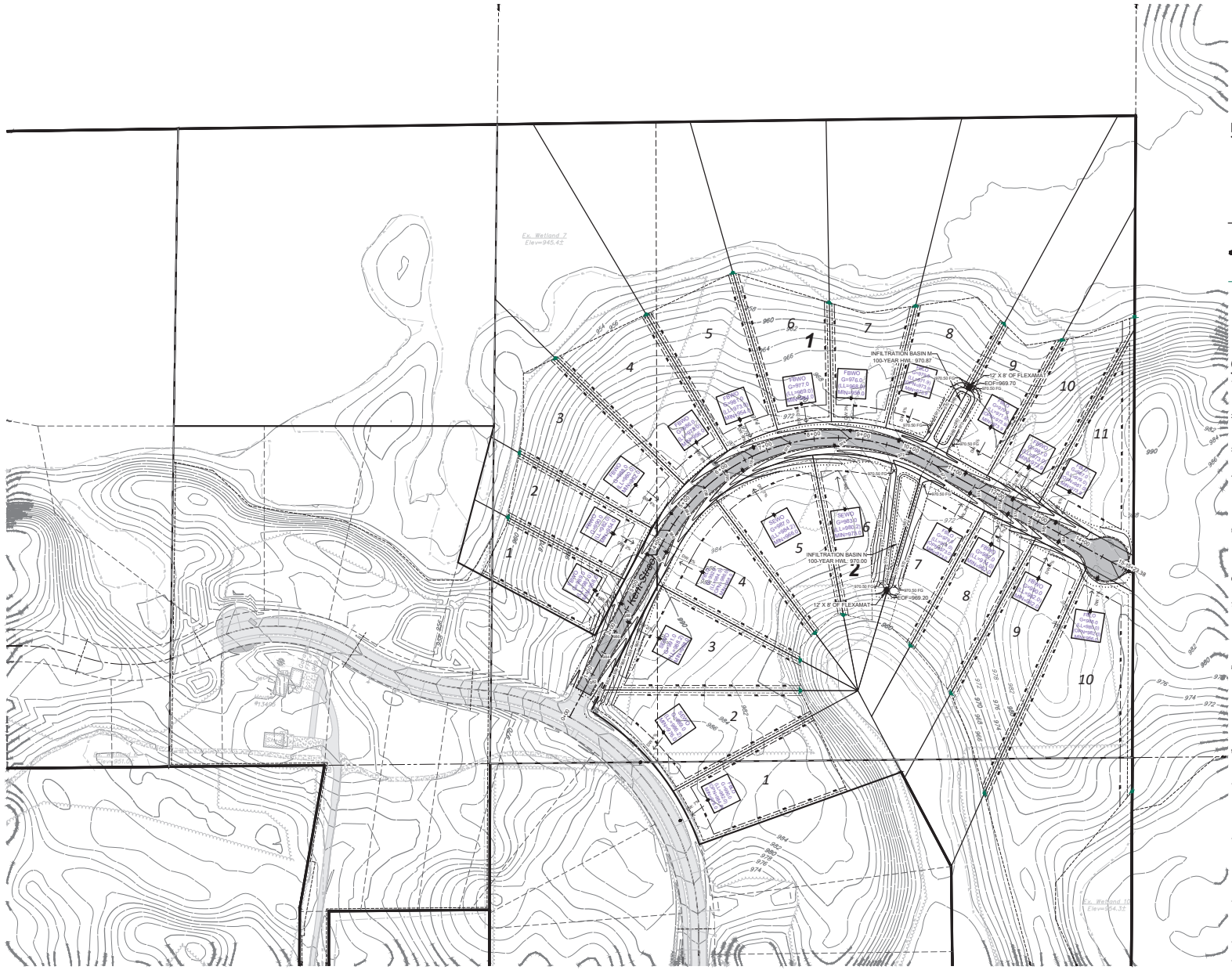
MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

SITE PLAN

SHEET NO.
2



LEGEND:

- PROPOSED FLEXAMAT CONCRETE MAT
- 980.50 TP — NEW TOP OF PAVEMENT ELEVATION
- 980.50 TG — NEW TOP OF GRAVEL ELEVATION
- 980.50 FG — NEW FINISHED GRADE ELEVATION
- 980.50 EX — EXISTING ELEVATION
- 984 — PROPOSED CONTOUR
- PROPOSED SLOPE
- DW 5% — SUGGESTED DRIVEWAY SLOPE
- E.O.F. — EMERGENCY OVERFLOW
- PROPOSED STORM SEWER
- PROPOSED FLARED END SECITON

FBLO
G=980.0
LL=972.0
OPN=974.0
MIN=971.6

- SUGGESTED HOUSE TYPE
- SUGGESTED GARAGE ELEVATION
- SUGGESTED LOW LEVEL ELEVATION
- SUGGESTED LOW OPENING ELEVATION
- MINIMUM LOW OPENING ELEVATION FOR FREEBOARD

GRADING GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS IN THE FIELD REPRESENTED WITHIN THE PLANS AS SHOWN AND ALERT THE ENGINEER BEFORE BIDDING THE PROJECT AND BEGINNING CONSTRUCTION.
2. CONTRACTOR SHALL LOCATE AND VERIFY ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY THE OWNER OF ANY CHANGES. CONTACT LOCAL UTILITY COMPANIES FOR EXACT LOCATIONS PRIOR TO BIDDING THE PROJECT AND COMMENCING WORK.
3. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT SILT AND DEBRIS RUN-OFF DURING GRADING OPERATIONS (I.E. SILT FENCE, STRAW BALES, ETC.).
4. CONTRACTOR SHALL VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH EXISTING STRUCTURES AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES, AND DRIVEWAY ENTRANCES. RESTORE ALL PAVEMENTS THAT REMAIN TO THEIR ORIGINAL IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS PRIOR TO BIDDING THE PROJECT.
5. TURF ESTABLISHMENT AREAS SHALL RECEIVE MINIMUM OF 4" DEPTH AS MEASURED IN PLACE OF TOPSOIL. TOPSOIL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. ALL GRADED SLOPES GREATER THAN OR EQUAL TO 5:1 SHALL BE HYDROSEEDED, EROSION CONTROL BLANKETED, OR MULCHED TO HELP STABILIZE THE SLOPES BY GENERAL CONTRACTOR.
6. PROPOSED SPOT ELEVATIONS ARE TO THE TOP OF CURB UNLESS NOTED OTHERWISE. ELEVATION OF FLOW LINE IS 6" BELOW TOP OF CURB UNLESS OTHERWISE SHOWN.
7. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DETERMINING QUANTITIES OF CUT, FILL AND WASTE MATERIALS TO BE HANDLED, AND FOR AMOUNT OF GRADING TO BE DONE IN ORDER TO COMPLETELY PERFORM ALL WORK INDICATED ON THE DRAWINGS. IMPORT SUITABLE MATERIAL AND EXPORT UNSUITABLE / EXCESS / WASTE MATERIAL AS REQUIRED. ALL COSTS ASSOCIATED WITH IMPORTING AND EXPORTING MATERIALS SHALL BE INCIDENTAL TO THE CONTRACT.
8. IT IS INTENDED THAT EARTHWORK (CUT VS. FILL) BALANCE ON SITE. THE CONTRACTOR SHALL SUBMIT THE QUANTITY OF MATERIAL AND AMOUNT OF ANTICIPATED GRADE ADJUSTMENT FOR REVIEW BY THE ENGINEER A MINIMUM OF FOUR WEEKDAYS PRIOR TO MAKING ADJUSTMENTS. ALL GRADE ADJUSTMENTS MUST BE APPROVED BY THE ENGINEER. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR WORK ASSOCIATED WITH GRADING ADJUSTMENTS, INCLUDING, BUT NOT LIMITED TO, EARTHWORK OPERATIONS, STORM SEWER PIPING AND STRUCTURE ADJUSTMENTS, CONSTRUCTION SURVEYING FOR ADJUSTING FEATURE LOCATIONS ACCORDINGLY, SILT FENCE, ETC.
9. FAILURE OF TURF DEVELOPMENT: IN THE EVENT THE CONTRACTOR FAILS TO PROVIDE AN ACCEPTABLE TURF, THE CONTRACTOR SHALL RE-SEED OR RE-SOD ALL APPLICABLE AREAS, AT NO ADDITIONAL COST TO THE OWNER, TO THE SATISFACTION OF THE ENGINEER.
10. ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAINTILE, OR OTHER POTENTIAL SOURCE FOR CONTAMINATION SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MINNESOTA PLUMBING CODE. THIS ISOLATION DISTANCE SHALL BE MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR PIPING OR SIMILAR)
11. CONTRACTOR SHALL MAINTAIN DRAINAGE FROM EXISTING BUILDING AT ALL TIMES. PROVIDE TEMPORARY STORM SEWER (INCLUDING, BUT NOT LIMITED TO, CATCH BASINS, MANHOLES, PIPING, ETC.) AS REQUIRED. EXISTING STORM SEWER SHALL NOT BE REMOVED UNTIL TEMPORARY OR PERMANENT STORM SEWER IS INSTALLED AND FUNCTIONAL. COORDINATE ALL REMOVALS WITH APPROPRIATE TRADES (SITE UTILITY CONTRACTOR, MECHANICAL CONTRACTOR, ETC.) AS REQUIRED.
12. SUGGESTED HOUSE TYPES SHOWN ARE NOT FINAL. OTHER HOUSE TYPES MAY BE USED AND DETERMINED BY THE HOUSE BUILDER. THE MINIMUM LOW FLOOR ELEVATIONS SHALL BE MAINTAINED UNLESS HOUSE IS BUILT IN A DIFFERENT LOCATION OUTSIDE OF THE GOVERNING HWL.
13. EACH LOT SHALL BE SERVICED BY INDIVIDUAL WELLS AND PUBLIC SANITARY FORCE MAIN SEWER. (PLAN PROVIDED BY OTHERS)
14. DRIVEWAY CULVERTS WITH SLOPES LESS THAN 2.0% SHALL BE 15 INCHES IN DIAMETER WITH A MINIMUM SLOPE OF 1.0%. DRIVEWAY CULVERTS WITH A SLOPE OVER 2.0% MAY BE 12 INCHES, UNLESS STATED OTHERWISE.

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
DESIGN BY: MJM
DRAWN BY: MJM
CHECKED BY: MJM, CJD
DWG FILE: GRADING
FILE NO.: 24-0120.00

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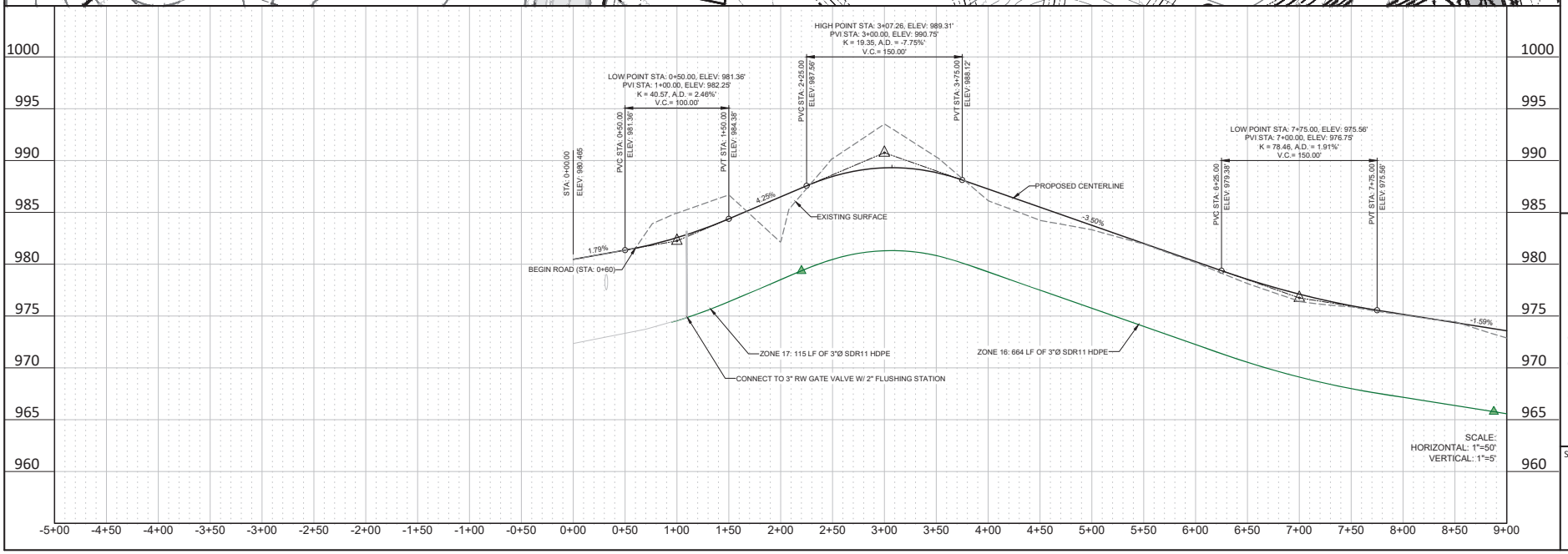
Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

WIDSETH
ARCHITECTURE · ENGINEERING · SURVEYING · PLANNING

MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

GRADING PLAN

SHEET NO.
3



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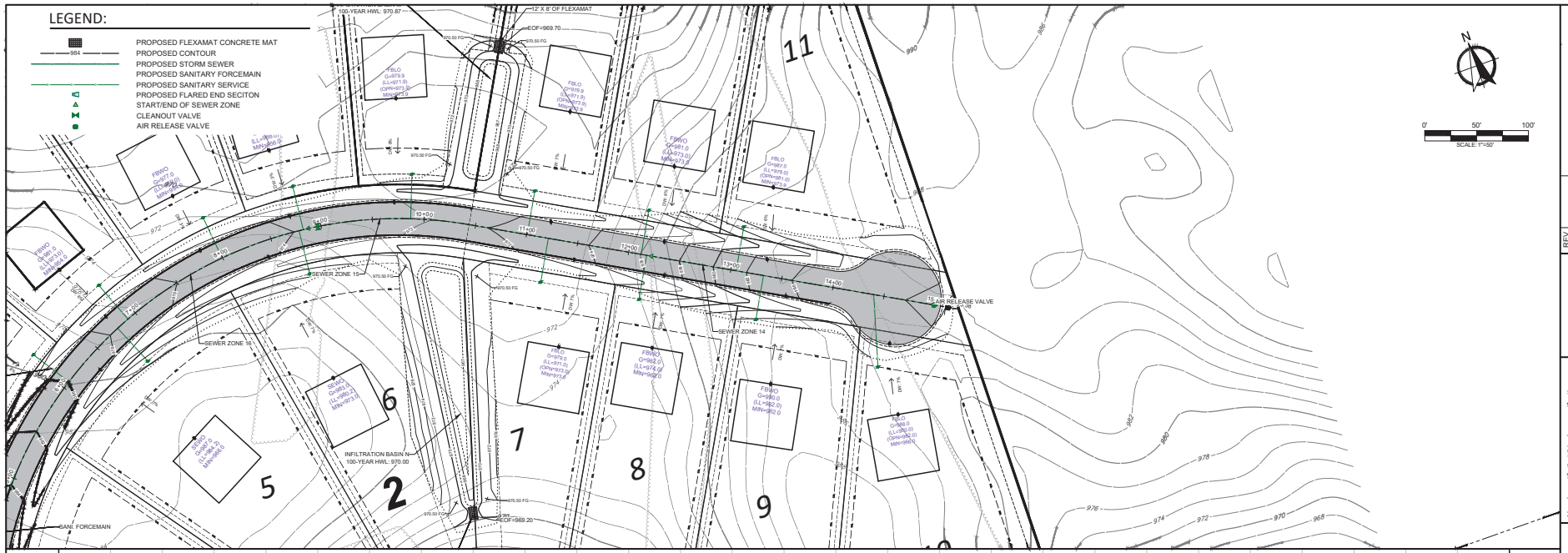
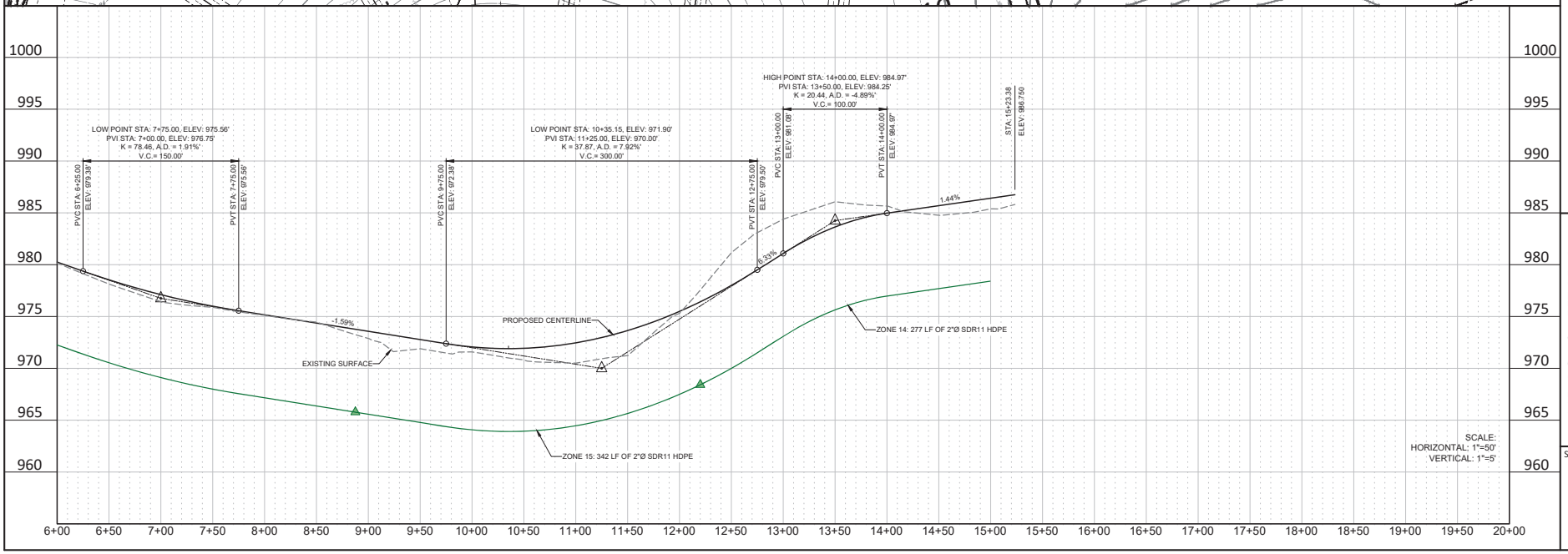
WIDSETH
ARCHITECTS · ENGINEERS · SURVEYORS · PLANNERS

MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

KENT STREET PLAN & PROFILE

SHEET NO.
4





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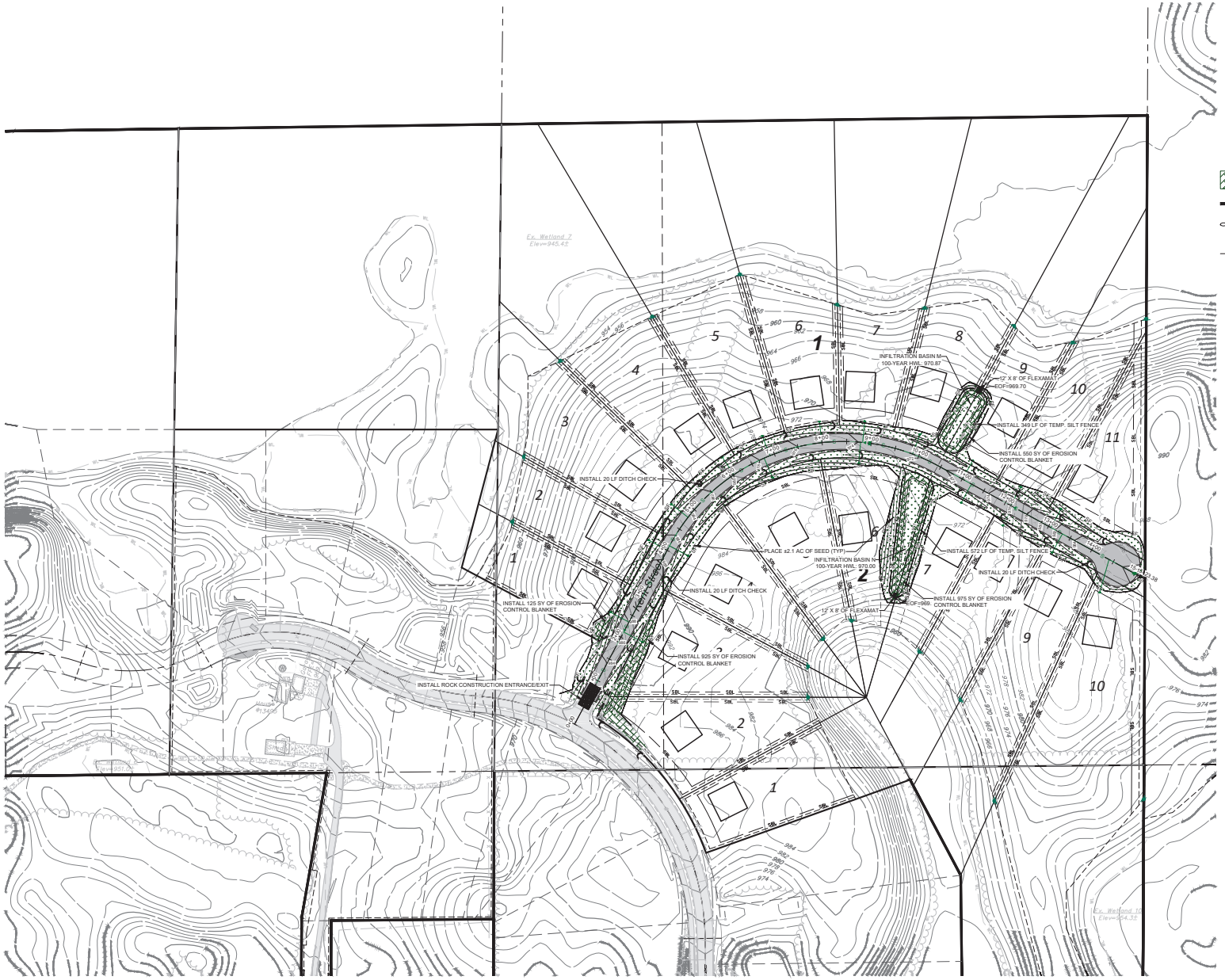
WIDSETH
ARCHITECTS · ENGINEERS · SURVEYORS · PLANNERS

MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

KENT STREET PLAN & PROFILE

SHEET NO.
5



LEGEND:

- TEMP. ROCK CONSTRUCTION ENTRANCE
- EROSION CONTROL BLANKET (CAT. 20)
- GRADING LIMITS AND PROPOSED TEMPORARY SILT FENCE
- FIBER-LOG ROLLS
- PROPOSED RIP RAP
- PROPOSED CONTOUR
- EMERGENCY OVERFLOW

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL CONFINE CONSTRUCTION OPERATIONS TO THE CONSTRUCTION/GRADING LIMITS SHOWN.
2. ALL WORK SHALL CONFORM TO THE MINNESOTA POLLUTION CONTROL AGENCY'S STORM WATER PERMIT REQUIREMENTS. CONTRACTOR SHALL OBTAIN ALL PERMITS AND COMPLY WITH ALL PERMIT REQUIREMENTS.
3. THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY DEMOLITION OR GRADING OPERATIONS AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE PERMIT.
4. INSTALL PERIMETER SILT FENCE AROUND INFILTRATION BASINS WITHIN 48 HOURS OF FINAL GRADING OF RESPECTIVE BASIN.
5. CONTRACTOR SHALL INSPECT TEMPORARY EROSION CONTROL MEASURES ON THE ENTIRE SITE AT LEAST EVERY 7 DAYS AND WITHIN 24 HOURS OF ANY MEASURABLE RAINSTORM. DAMAGED SILT FENCE OR OTHER EROSION CONTROL DEVICES OR PRACTICES SHALL BE REPAIRED IMMEDIATELY. INSPECTION AND MAINTENANCE OF DEVICES SHALL CONTINUE UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO THE MPCA.
6. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN A MANNER TO MINIMIZE THE POTENTIAL FOR SITE EROSION.
7. THE SITE SOIL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED AND MAINTAINED TO CONFORM WITH THE STANDARDS SPECIFIED BY THE CITY OF ELK RIVER AND THE MPCA.
8. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO THE DISTURBANCE OF ANY AREAS AND MAINTAINED UNTIL ALL TRIBUTARY DISTURBED AREAS ARE RESTORED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EROSION CONTROL MEASURES, INCLUDING SILT FENCE AND BALES, UPON ESTABLISHMENT OF PERMANENT VEGETATION IN SAID AREAS.
10. ALL SOILS TRACKED ONTO PAVEMENT OR ANY OTHER OFF-SITE AREA SHALL BE REMOVED DAILY.
11. THE SITE SEDIMENT CONTROL FACILITIES FOR THE PROJECT MUST BE INSTALLED PRIOR TO ANY GRADING OPERATION.
12. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED AND VEGETATED AS SOON AS POSSIBLE. ANY FINISHED AREAS SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS AFTER FINISHED GRADING IS COMPLETED IN ACCORDANCE TO MN/DOT 2575.
13. ALL DISTURBED AREAS SHALL BE REVEGETATED WITH MN/DOT SEED MIX, MULCHED, FERTILIZED & DISK ANCHORED, PER THE FOLLOWING SCHEDULE:

STANDARD SEED MIX 25-131:	220 LB/AC.
INFILTRATION BASIN SEED MIX 33-261:	35 LB/AC.
FERTILIZER 22-5-10:	350 LB/AC.
MULCH TYPE 3:	2 TONS/AC.

14. CONTRACTOR SHALL INSTALL TEMPORARY SEDIMENT BMP'S SHOWN AND NOT SHOWN ON PLANS DURING PHASING ON PROJECT TO COMPLY WITH MPCA, CITY INSPECTOR AND DEVELOPER REQUEST.

EROSION CONTROL DEVICES

- SILT FENCE: 4,677 LF
- BIOLOG: 580 LF
- ROCK CONSTRUCTION: 1 EACH
- EROSION CONTROL BLANKET (CAT. 20): 24,000 S.Y.

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
DESIGN BY: MJM
DRAWN BY: MJM
CHECKED BY: MJM, CJD
DWG FILE: SITE BASE
FILE NO.: 24-0120.00

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

WIDSETH
ARCHITECTURE · ENGINEERING · SURVEYING · PLANNING

MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

EROSION CONTROL PLAN

SHEET NO.
6

STORM WATER POLLUTION PREVENTION PLAN NARRATIVE:

GENERAL INFORMATION

THIS STORMWATER POLLUTION PREVENTION PLAN IS PREPARED IN ACCORDANCE TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. MN R1000001 FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.
PROJECT NAME: MEADOWSWEET BEND, 2ND ADDITION
LOCATION: RANCH ROAD (COUNTY ROAD 33), ADJACENT TO 13569 RANCH ROAD, ELK RIVER, MN 55330
SHERBURNE COUNTY
LAT/LONG: 45.36578/-93.61491

DESCRIPTION OF CONSTRUCTION ACTIVITY:

DEVELOPMENT CONSISTS OF ROAD AND INFILTRATION BASIN GRADING, UTILITY INSTALLATION, ROAD CONSTRUCTION, HOUSE BUILDING, AND EROSION CONTROL.

PROJECT CONTACTS

TWIN CITIES LAND DEVELOPMENT, LLC AND THE CONTRACTOR ARE RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMP'S BEFORE AND DURING CONSTRUCTION.

SWPPP PREPARATION:
SWPPP PREPARER: MICHAEL MORDAL-HUEBSCH
-WIDSETH, BECKER OFFICE
TRAINING: ENGINEER AND SWPPP DESIGNER (EXP 2029)
ADDRESS: 13076 FIRST STREET
BECKER, MN 53308
TELEPHONE: 763-262-8822
EMAIL: M.MORDAL-HUEBSCH@WIDSETH.COM

OWNER:
OWNER CONTACT: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

CONTRACTOR (TO BE FILLED OUT BY THE CONTRACTOR):
BUSINESS NAME _____
OWNER NAME _____
MAILING ADDRESS _____
CITY _____
TELEPHONE _____
EMAIL _____
CONTACT NAME _____
MAILING ADDRESS _____
CITY _____
TELEPHONE _____
EMAIL _____

ESTIMATED DATES OF CONSTRUCTION:

START DATE ___/___/___ (TO BE FILLED IN BY CONTRACTOR)
COMPLETION DATE ___/___/___ (TO BE FILLED IN BY CONTRACTOR)

PERMANENT STORMWATER DESIGN CALCULATIONS:

SEE THE STORM WATER MANAGEMENT REPORT FOR MORE INFORMATION. CONTACT BOGART, PEDERSON & ASSOCIATES FOR REPORT. PROPOSED FLOW RATE IS LIMITED THROUGH THE CONSTRUCTION OF 18 INFILTRATION BASINS. THESE ARE DESIGNED TO TREAT AND HOLD A 1.1 INCH DEPTH OF RUNOFF FROM THE IMPERVIOUS SURFACES. THE 2, 10, AND 100-YEAR STORM PEAK RATES OUT OF THE SITE ARE LIMITED.
SOIL GROUP: A

DESCRIPTION OF EROSION CONTROL ACTIVITY:

EROSION CONTROL CONSISTS OF SILT FENCE PERIMETER CONTROL, TURF ESTABLISHMENT THROUGH SEEDING AND EROSION CONTROL BLANKET, AND ROCK CONSTRUCTION ENTRANCE PLACEMENT.

CUMULATIVE IMPERVIOUS SURFACES (FULL ADDITION):

AREA OF DISTURBANCE:	8.09	ACRES
PRE-CONSTRUCTION IMPERVIOUS AREA:	0.41	ACRES
POST CONSTRUCTION IMPERVIOUS AREA:	5.69	ACRES
NEW IMPERVIOUS AREA:	5.28	ACRES

RECEIVING WATERS:

STORM WATER FROM THIS SITE WILL BE DISCHARGED TO VARIOUS WETLANDS THROUGHOUT THE SITE AFTER BEING HELD AND TREATED IN THE 2 INFILTRATION BASINS PROPOSED FOR THIS PHASE.

PLANS AND SPECIFICATIONS

THE PLAN SHEETS OF THIS PLAN SET INDICATE THE FOLLOWING ITEMS:
- THE PROJECT LOCATION AND CONSTRUCTION LIMITS.
- LOCATIONS OF IMPERVIOUS SURFACES.
- LOCATIONS OF AREAS NOT TO BE DISTURBED (E.G., BUFFER ZONES, WETLANDS, ETC.).
- STEEP SLOPE LOCATIONS.
- LOCATIONS OF ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL BMP'S TO BE INSTALLED ON THE PROJECT.
- THE DETAIL SHEETS INDICATE EROSION AND SEDIMENT CONTROL BMPS TO BE INSTALLED ON THE PROJECT.
- IF DEWATERING IS REQUIRED FOR THIS PROJECT, THE PUMP DISCHARGE SHALL BE TREATED PRIOR TO BEING DISCHARGED OFF-SITE OR INTO A SURFACE WATER. THE DISCHARGE SHALL BE VISUALLY CHECKED TO ENSURE THAT IT IS VISIBLY CLEAN WATER.

TEMPORARY SEDIMENT CONTROL PRACTICES

DOWN GRADIENT SILT FENCE AND SEDIMENT LOG INSTALLATIONS ARE TO BE INPLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK OPERATIONS.

TOPSOIL IS TO BE WINDROWED ALONG THE CONSTRUCTION LIMITS AND PLACED AS SLOPE DRESSING IMMEDIATELY FOLLOWING COMPLETION OF THE GRADING OPERATIONS, AS THE GRADING OPERATIONS PROCEED.

TOPSOIL PLACEMENT ALONG THE EMBANKMENT SLOPES THOUGH THE WETLANDS AREA IS TO BE SPREAD BY A LOW IMPACT CRAWLER TRACTOR OPERATING UP AND DOWN THE SLOPES SO AS TO PROVIDE TRACK PRINTS PARALLEL WITH THE CONTOURS.

INSTALLATION OF MN/DOT CATEGORY 3 EROSION CONTROL BLANKET ALONG THE EMBANKMENT SLOPES ADJACENT THE WETLANDS AREA.

ALL TEMPORARY SOILS STOCKPILES WILL REQUIRE AN EFFECTIVE MEANS OF SEDIMENT CONTROL SUCH AS AN EROSION CONTROL BLANKET COVERING OR SILT FENCE INSTALLATION ALONG THE TOE OF SLOPE.

ALL COMPLETED SWALES SLOPES AND BOTTOMS NOT DRAINING TOWARDS WETLAND AREAS ARE TO BE STABILIZED WITHIN 7 DAYS.

TEMPORARY STABILIZATION WILL BE REQUIRED IN AREAS WHERE GRADING OPERATIONS ARE SUSPENDED OR CEASED FOR A PERIOD OF 7 DAYS OR GREATER.

A ROCK CONSTRUCTION ENTRANCE FOR SEDIMENT CONTROL IS TO BE PROVIDED AT THE PROJECT ENTRANCE ON RANCH ROAD.

STREET SWEEPING OF THE PAVED SURFACES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER.

TIMING OF EROSION CONTROL:

SILT FENCE AND SEDIMENT LOGS SHALL BE INSTALLED PRIOR TO CONSTRUCTION.

FLEXAMAT AND FILTER BLANKET SHALL BE PLACED AT THE OUTLETS WITHIN 24 HOURS OF THE OUTLET PLACEMENT.

THE CONTRACTOR MUST STABILIZE ALL EXPOSED SOIL AREAS IMMEDIATELY FOLLOWING CONSTRUCTION WHEREVER CONSTRUCTION SHALL NOT OCCUR FOR A PERIOD GREATER THAN OR EQUAL TO 7 DAYS.

STABILIZATION WORK MUST BE COMPLETE WITHIN 7 CALENDAR DAYS AFTER THE CONSTRUCTION WORK IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED.

AREAS THAT ARE WITHIN 200 FT OF A PUBLIC WATER MUST BE STABILIZED WITHIN 24 HOURS OF COMPLETING CONSTRUCTION DURING PERIODS OF "WORK IN WATER RESTRICTIONS" FOR TIME PERIODS DECLARED BY THE DNR.

THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE DISTURBED AREA UNTIL VEGETATION IN ESTABLISHED.

ONCE VEGETATION IS ESTABLISHED AND CONSTRUCTION IS COMPLETE, THE SILT FENCE AND ANY OTHER TEMPORARY EROSION CONTROL THAT IS NOT BIODEGRADABLE SHALL BE REMOVED.

STREET SWEEPING TO BE PROVIDED AS DIRECTED BY THE ENGINEER OR OWNER. THE CITY REQUIRES STREET SWEEPING TO OCCUR WITHIN 8 HOURS OF NOTICE FROM THE CITY.

APPLYING MULCH, HYDROMULCH, TACKIFIER, POLYACRYLAMIDE OR SIMILAR EROSION PREVENTION PRACTICES IS NOT ACCEPTABLE STABILIZATION IN ANY PART OF A TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE. BLANKETS OR OTHER APPROVED, BY THE ENGINEER, METHOD SHALL BE USED.

INSPECTION AND MAINTENANCE ACTIVITIES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND SCHEDULING THE WORK OF ALL OPERATIONS, INCLUDING SUBCONTRACTORS AND UTILITY COMPANIES, SUCH THAT EROSION AND SEDIMENT CONTROL MEASURES ARE FULLY EXECUTED FOR EACH OPERATION AND IN A TIMELY MANNER OVER THE DURATION OF THE PROJECT. OPERATORS HAVE DAILY ACCESS TO THE PROJECT SITE. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE SWPPP IMPLEMENTATION UNTIL THE ENTIRE SITE HAS UNDERGONE FINAL STABILIZATION AND N.O.T HAS BEEN SUBMITTED TO THE MPCA.

THE CONTRACTOR IS TO PROVIDE A TRAINED INDIVIDUAL RESPONSIBLE FOR THE IMPLEMENTATION, INSPECTION AND MAINTENANCE OF THE EROSION AND SEDIMENT CONTROL BMPS ON THE PROJECT. THAT INDIVIDUAL IS TO BE IDENTIFIED AT THE PRE-CONSTRUCTION CONFERENCE AND LISTED IN THE MINUTES THEREOF.

THE APPOINTED INDIVIDUAL IS TO PERFORM A ROUTINE INSPECTION OF THE ENTIRE SITE AT LEAST ONCE EVERY SEVEN DAYS DURING CONSTRUCTION OPERATIONS AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

A INSPECTION FORM SHALL BE PROVIDED BY THE CONTRACTOR. ANY DEFICIENCIES IN THE EROSION AND SEDIMENT CONTROL BMPS ARE TO BE NOTED ON THE INSPECTION FORM AND CORRECTED BY THE END OF THE NEXT BUSINESS DAY.

PERIMETER CONTROL DEVICES ARE TO BE REPAIRED OR REPLACED WHEN THEY ARE NO LONGER EFFECTIVE OR WHEN THE SEDIMENT REACHES ONE-HALF THE HEIGHT OF THE DEVICE.

TRAINING DOCUMENTATION:
SWPPP IMPLEMENTATION, REVISING, AMENDING, AND INSPECTING (TO BE FILLED IN BY THE CONTRACTOR)
NAME OF INDIVIDUAL
OVERSEEING & INSPECTING _____
DATE OF TRAINING _____
NAME OF INSTRUCTOR _____
ENTITY PROVIDING TRAINING _____
CONTENT OF TRAINING _____
TOTAL HOURS OF TRAINING _____

BMP INSTALLATION, MAINTENANCE, AND REPAIR (TO BE FILLED IN BY THE CONTRACTOR)
NAME OF INDIVIDUAL
OVERSEEING & INSPECTING _____
DATE OF TRAINING _____
NAME OF INSTRUCTOR _____
ENTITY PROVIDING TRAINING _____
CONTENT OF TRAINING _____
TOTAL HOURS OF TRAINING _____

POLLUTION PREVENTION

FERTILIZERS ARE TO BE APPLIED ONLY IN THE AMOUNTS AS SPECIFIED AND WORKED INTO THE SOIL TO MINIMIZE EXPOSURE TO STORMWATER RUNOFF.

ONSITE REFUELING OPERATIONS ARE TO BE CONDUCTED WITH CARE. ANY INADVERTENT SPILLAGE OF FUEL OR CHEMICALS IS TO BE IMMEDIATELY CLEANED UP, REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE TO STATE AND LOCAL REGULATIONS. MAJOR SPILLS ARE TO BE REPORTED TO THE MPCA 24 HOUR NOTIFICATION NETWORK AT 800 422 0798. ALL VEHICLES ON-SITE ARE TO BE MONITORED FOR LEAKS AND SUBJECT TO ROUTINE PREVENTIVE MAINTENANCE EFFORTS TO REDUCE THE LIKELIHOOD OF LEAKAGE AND OR SPILLS.

PORTABLE SANITARY WASTE FACILITIES ARE TO BE PROVIDED ONSITE AND EMPTIED ON A BI-WEEKLY BASIS.

CONCRETE BATCH TRUCKS SHALL NOT BE ALLOWED TO DISCHARGE DRUM AND CHUTE WASHOUT DIRECTLY ON THE GROUND. A PORTABLE WASHOUT RECEPTACLE IS TO BE PROVIDED BY THE CONTRACTOR AT THE LOCATION AS PROVIDED BY THE OWNER.

FINAL STABILIZATION

FINAL STABILIZATION OCCURS WHEN 70 PERCENT OF THE PERVIOUS AREA IS COVERED WITH UNIFORM, PERMANENT VEGETATION.

ALL TEMPORARY EROSION AND SEDIMENT CONTROL FEATURES ARE TO BE REMOVED AND THE NPDES NOTICE OF TERMINATION IS TO BE PREPARED AND SUBMITTED TO THE MPCA.

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	TITLE	LOCATION
EROSION CONTROL DETAILS	CONSTRUCTION DETAILS	C7.1-C7.2
EROSION CONTROL LOCATIONS	EROSION CONTROL LOCATIONS	C6.0-C6.4

24 HOUR MPCA EMERGENCY NOTIFICATION:
TELEPHONE NUMBERS: 651-649-5451
800-422-0798

ESTIMATED QUANTITIES:

THE FOLLOWING QUANITITES IS AN ESTIMATED PRELIMINARY AMOUNT REQUIRED FOR SEDIMENT CONTROL BMP'S AT THE START OF THE PROJECT. THIS ESTIMATE IS PROVIDED AS REQUIRED BY THE MINNESOTA POLLUTION CONTROL AGENCY GENERAL STORMWATER PERMIT FOR CONSTRUCTION ACTIVITY. ANY ADDITIONAL AND/OR REPLACEMENT BMP'S QUANTITIES SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

ESTIMATED PRELIMINARY QUANTITIES AT START OF PROJECT:

ITEM	UNIT	ESTIMATED INITIAL QUANTITY
TEMPORARY CONSTRUCTION EXIT	EA	1
TEMPORARY SEDIMENT FILTER	EA	-
TEMPORARY CONCRETE WASHOUT	EA	-
TEMPORARY PUMP SEDIMENT CONTROL DEVICE	EA	1
TEMPORARY SEDIMENT LOGS	LF	580
TEMPORARY SILT FENCE	LF	4,677
EROSION CONTROL BLANKET (CAT. 20)	SY	2,575

TEMPORARY EROSION AND SEDIMENT CONTROL SPECIFICATIONS

PART 1 GENERAL

1.01 SECTION INCLUDES
A. PREVENTION OF SEDIMENTATION OF WATERWAYS, OPEN DRAINAGE WAYS, AND STORM AND SANITARY SEWERS DUE TO CONSTRUCTION ACTIVITIES.

1.02 REFERENCE STANDARDS
A. GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORM WATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM. MINNESOTA PERMIT NO: MN R100001.

1.03 PERFORMANCE REQUIREMENTS
A. COMPLY WITH ALL REQUIREMENTS OF THE MINNESOTA POLLUTION CONTROL AGENCY FOR EROSION AND SEDIMENT CONTROL.
B. DO NOT BEGIN CLEARING, GRADING, OR OTHER WORK INVOLVING DISTURBANCE OF GROUND SURFACE COVER UNTIL APPLICABLE PERMITS HAVE BEEN OBTAINED; FURNISH ALL DOCUMENTATION REQUIRED TO OBTAIN APPLICABLE PERMITS.
   1. OBTAIN AND PAY FOR PERMITS REQUIRED BY AUTHORITY HAVING JURISDICTION.
C. TIMING: PUT PREVENTIVE MEASURES IN PLACE PRIOR TO DISTURBANCE OF SURFACE COVER AND BEFORE PRECIPITATION OCCURS.
D. EROSION OFF SITE: PREVENT EROSION OF SOIL AND DEPOSITION OF SEDIMENT ON OTHER PROPERTIES CAUSED BY WATER LEAVING THE PROJECT SITE DUE TO CONSTRUCTION ACTIVITIES FOR THIS PROJECT.
   1. PREVENT TRACKING OF MUD ONTO PUBLIC ROADS OUTSIDE SITE.
   2. PREVENT MUD AND SEDIMENT FROM FLOWING ONTO PAVEMENTS.
E. SEDIMENTATION OF WATERWAYS OFF SITE: PREVENT SEDIMENTATION OF WATERWAYS OFF THE PROJECT SITE, INCLUDING RIVERS, STREAMS, LAKES, PONDS, OPEN DRAINAGE WAYS, STORM SEWERS, AND SANITARY SEWERS.
   1. IF SEDIMENTATION OCCURS, INSTALL OR CORRECT PREVENTIVE MEASURES IMMEDIATELY AT NO COST TO OWNER; REMOVE DEPOSITED SEDIMENTS; COMPLY WITH REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION.
F. MAINTENANCE: MAINTAIN TEMPORARY PREVENTIVE MEASURES UNTIL PERMANENT MEASURES HAVE BEEN ESTABLISHED.

PART 2 PRODUCTS

2.01 MATERIALS
A. TEMPORARY SILT FENCE: WOVEN POLYPROPYLENE GEOTEXTILE RESISTANT TO COMMON SOIL CHEMICALS, MILDEW, AND INSECTS; NON-BIODEGRADABLE; IN LONGEST LENGTHS POSSIBLE; FABRIC INCLUDING SEAMS WITH THE FOLLOWING MINIMUM AVERAGE ROLL LENGTHS:
   1. AVERAGE OPENING SIZE: 20 U.S. STD. SIEVE, MAXIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D4751.
   2. PERMITTIVITY: 0.05 SEC^-1, MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D4491.
   3. ULTRAVIOLET RESISTANCE: RETAINING AT LEAST 70 PERCENT OF TENSILE STRENGTH, WHEN TESTED IN ACCORDANCE WITH ASTM D4355/D4355M AFTER 500 HOURS EXPOSURE.
   4. TENSILE STRENGTH: 100 LB-F, MINIMUM, IN CROSS-MACHINE DIRECTION; 124 LB-F, MINIMUM, IN MACHINE DIRECTION; WHEN TESTED IN ACCORDANCE WITH ASTM D4632.
   5. ELONGATION: 15 TO 30 PERCENT, WHEN TESTED IN ACCORDANCE WITH ASTM D4632.
   6. TEAR STRENGTH: 55 LB-F, MINIMUM, WHEN TESTED IN ACCORDANCE WITH ASTM D4533.
   7. COLOR: MANUFACTURER'S STANDARD, WITH EMBEDMENT AND FASTENER LINES PREPRINTED.
   8. SILT FENCE POSTS: ONE OF THE FOLLOWING, MINIMUM 5 FEET LONG:
      a. STEEL U- OR T-SECTION, WITH MINIMUM MASS OF 1.33 LB PER LINEAR FOOT.
      b. SOFTWOOD, 4 BY 4 INCHES IN CROSS SECTION.
      c. HARDWOOD, 2 BY 2 INCHES IN CROSS SECTION.
B. TEMPORARY SEDIMENT LOGS: FILTER LOGS SHALL CONSIST OF TYPE WOOD FIBER BIOROLLS AND THE REQUIREMENTS OF MNDOT SPEC. 3897.
   1. SHALL BE ONE OF THE FOLLOWING.
      a. SHALL BE SILTSOXX PERIMETER CONTROL BY FILTREXX, INC., OR EQUAL.
C. TEMPORARY SEDIMENT FILTER.
   1. SHALL BE ONE OF THE FOLLOWING.
      a. DROP-IN SEDIMENT FILTER UNIT THAT INSERTS INTO THE INLET.
         1) SHALL BE FLEXSTORM PURE: PERMANENT INLET FILTER BY ADS, INC., OR EQUAL.
            (a)PROVIDE CURB OPENING PROTECTION FOR EXISTING INLETS WITH CURB OPENINGS.
D. TEMPORARY ROCK CONSTRUCTION ENTRANCE.
   1. ROCK SHALL BE CLEAN 1 TO 2 INCH WASHED ROCK.
E. TEMPORARY SLOPE EROSION PROTECTION.
   1. SHALL BE ONE OF THE FOLLOWING.
      a. EROSION CONTROL BLANKET.
         1) SHALL CONSIST OF A UNIFORM WEB OF INTERLOCKING STRAW OR WOOD FIBERS SANDWICHED BETWEEN AN ATTACHED TOP AND BOTTOM LAYER OF NET BACKING.
         2) THE NETTING SHALL BE BIODEGRADABLE CONTAINING SUFFICIENT UV STABILIZATION FOR BREAKAGE WITHIN TO OCCUR WITHIN A NORMAL GROWING SEASON.
         3) STAPLES USED TO ANCHOR THE BLANKETS SHALL BE U-SHAPED, 11 GAUGE OR HEAVIER STEEL WIRE HAVING A SPAN WIDTH OF 1 INCH AND A LENGTH OF 8 INCHES OR MORE FROM TOP TO BOTTOM AFTER BENDING.
         4) THE EROSION CONTROL BLANKETS ACCEPTABLE FOR USE ON THIS PROJECT INCLUDE:
            (a)GEO-SYNTHETICS, INC., - LANDLOK 52.
            (b)NORTH AMERICAN GREEN - S150.
            (c)OR EQUAL.
      b. BONDED FIBER MATRIX.
         1) THE FIBERS SHALL BE COMPOSED OF 100% WOOD OR WOOD BY-PRODUCTS. A MINIMUM OF 25% OF THE FIBERS SHALL AVERAGE 10.16 MM (0.4 INCHES) IN LENGTH AND 50% OR MORE SHALL BE RETAINED ON A CLARK FIBER CLASSIFIER 24 MESH SCREEN. FIBERS SHALL BE COLORED WITH A WATER SOLUBLE, NON-TOXIC DYE, TO AID IN UNIFORM APPLICATION OVER THE SITE.
         2) THE BINDER SHALL BE A HYDRO COLLOID BASED (GUAR GUM) WITH ADDED SLOW-RELEASE AND AGRICULTURAL BASED FERTILIZERS. THE BINDER SHALL NOT DISSOLVE OR DISPERSE UPON REWETTING.
         3) THE BFM SLURRY SHALL DRY TO FORM A CRUST APPROXIMATELY 3-6 MM (1/8 TO 1/4 INCHES) THICK ADHERING TO THE SOIL SURFACE.
         4) THE MOISTURE CONTENT OF THE MATRIX SHALL BE 12% +/- 3% BY WEIGHT.
         5) THE MATRIX SHALL CONSIST OF MATERIALS THAT ARE 100% BIODEGRADABLE AND 100% BENEFICIAL TO PLANT LIFE.
         6) THE MATRIX SHALL PROVIDE 100% CONTINUOUS COVERAGE AND SHALL HAVE NO HOLES GREATER THAN 1MM IN SIZE.
         7) THE HYDRATED MIXTURE DENSITY SHALL BE APPROXIMATED BY A SLUMP TEST PRIOR TO APPLICATION.
         8) THE BFM MULCH: WATER RATIO SHALL BE AS MANUFACTURER RECOMMENDATIONS. THE MINIMUM BFM MULCH TO WATER RATIO IS 50LBS BFM MULCH AND 100 GALLONS WATER. THE WATER RATE SHALL VARY BETWEEN 100 GALLONS AND 125 GALLONS PER 50LBS, DEPENDING ON WHICH OF THE PRODUCTS IS USED.
         9) THE BONDED FIBER MATRIX MULCH PRODUCTS ACCEPTABLE FOR USE ON THIS PROJECT INCLUDE.
            (a)ECOAEGIS - MANUFACTURED BY CANFOR.
            (b)SOIL GUARD - MANUFACTURED BY MAT, INC.
            (c)CONWED 3000 - MANUFACTURED BY CONWED FIBERS, INC.
F. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.
   1. NON-WOVEN GEOTEXTILE FABRIC SEWN INTO A BAG USING A DOUBLE NEEDLE MACHINE AND HIGH STRENGTH THREAD.
      a. SEAMS SHALL HAVE AN AVERAGE WIDTH STRENGTH OF 60LB/INCH AS PER ASTM D4883 AND MEET OR EXCEED THE FOLLOWING.
         1) GRAB TENSILE OF 205 LBS AS PER ASTM D 4632.
         2) PUNCTURE OF 110 LBS AS PER ASTM D 4833.
         3) FLOW RATE OF 95 GAL/MIN/SF AS PER ASTM D 4491.
         4) PERMITTIVITY OF 1.5 SEC-1 AS PER ASTM D 4491.
         5) MULLEN BURST STRENGTH OF 350 PSI AS PER ASTM D 3786.
         6) AOS% OF 80% US SIEVE AS PER ASTM D 4751.
   2. SPOUT LARGE ENOUGH TO ACCOMMODATE A 4 INCH DISCHARGE HOSE WITH STRAP TO TIE UNIT CLOSED.
   3. SHALL BE ONE OF THE FOLLOWING.
      a. DIRTBAG.
         1) ACF ENVIRONMENTAL, INC., 2831 CARDWELL ROAD, RICHMOND, VIRGINIA 23234, 800-448-3636.
      b. DANDY DEWATERING BAG.
         1) DANDY PRODUCTS, INC., P.O. BOX 1980, WESTERVILLE, OHIO 43086, 800-591-2284.
      c. OR EQUAL.

PART 3 EXECUTION

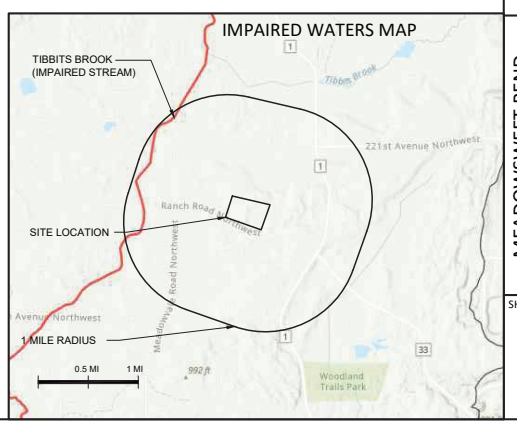
3.01 PREPARATION
A. SCHEDULE WORK SO THAT SOIL SURFACES ARE LEFT EXPOSED FOR THE MINIMUM AMOUNT OF TIME.
B. THE CONSTRUCTION SITE OPERATOR SHALL FOLLOW ALL REQUIREMENTS OF THE MINNESOTA STORMWATER PERMIT NO. MN R100001.
C. THE CONTRACTOR SHALL COMPLETE AND SIGN THE NOTICE OF INTENT, OBTAIN THE OWNER'S SIGNATURE, AND SUBMIT TO THE MPCA.
   1. PROVIDE A SIGNED COPY TO THE OWNER.

3.03 INSTALLATION
A. TEMPORARY ROCK CONSTRUCTION ENTRANCE.
   1. THE ROCK AREA SHALL BE A MINIMUM OF 6 INCHES DEEP, EXTEND THE FULL WIDTH OF THE EGRESS AREA AND SHALL BE AT LEAST 50FT LONG, HOWEVER, LONGER ENTRANCES MAY BE REQUIRED TO ADEQUATELY CLEAN THE TIRES.
   2. GEOTEXTILE FABRIC MAY BE USED TO PREVENT MIGRATION OF MUD FROM THE UNDERLYING SOIL INTO THE ROCK.
B. TEMPORARY SILT FENCES:
   1. STORE AND HANDLE FABRIC IN ACCORDANCE WITH ASTM D4873.
   2. USE NOMINAL 30 INCH HIGH BARRIERS, MINIMUM 60 INCH LONG POSTS SPACED AT 6 FEET MAXIMUM SPACING.
   3. EMBED BOTTOM OF FABRIC IN A TRENCH ON THE UPSLOPE SIDE OF FENCE, WITH 6 INCHES OF FABRIC LAID FLAT ON BOTTOM OF TRENCH FACING UPSLOPE; BACKFILL TRENCH AND COMPACT.
   4. MINIMUM POST EMBEDMENT.
      a. STEEL POST = 24 INCHES, MINIMUM.
      b. WOOD POST = 18 INCHES, MINIMUM.
   5. DO NOT SPLICE FABRIC WIDTH; MINIMIZE SPLICES IN FABRIC LENGTH; SPLICE AT POST ONLY, OVERLAPPING AT LEAST 18 INCHES, WITH EXTRA POST.
   6. FASTEN FABRIC TO WOOD POSTS USING ONE OF THE FOLLOWING:
      a. FOUR NAILS PER POST WITH 3/4 INCH DIAMETER FLAT OR BUTTON HEAD, 1 INCH LONG, AND 14 GAGE, 0.083 INCH SHANK DIAMETER.
      b. FIVE STAPLES PER POST WITH AT LEAST 17 GAGE, 0.0453 INCH WIRE, 3/4 INCH CROWN WIDTH AND 1/2 INCH LONG LEGS.
   7. FASTEN FABRIC TO STEEL POSTS USING WIRE, NYLON CORD, OR INTEGRAL POCKETS.
C. TEMPORARY SEDIMENT LOGS:
   1. PERIMETER CONTROL SHOULD BE INSTALLED PARALLEL TO THE BASE OF THE SLOPE OR OTHER DISTURBED AREA.
   2. STAKES SHOULD BE INSTALLED THROUGH THE MIDDLE OF THE PERIMETER CONTROL ON 10 FT CENTERS, USING 2 IN BY 2 IN BY
      3 FT WOODEN STAKES. IN THE EVENT STAKING IS NOT POSSIBLE, I.E., WHEN PERIMETER CONTROL IS USED ON PAVEMENT, HEAVY CONCRETE BLOCKS SHALL BE USED BEHIND THE PERIMETER CONTROL TO HELP STABILIZE DURING RAIN EVENTS.
D. TEMPORARY SEDIMENT FILTERS.
   1. DROP-IN SEDIMENT TRAP.
      a. PLACE AS RECOMMENDED BY THE MANUFACTURER.
E. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.
   1. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.
F. TEMPORARY SLOPE EROSION PROTECTION.
   1. PLACE AT ANY AND ALL FINISH SLOPES THAT ARE STEEPER THAN 10H:1V.
   2. SEED AND FERTILIZE PER SPECIFICATION 32 9219 PRIOR TO INSTALLING TEMPORARY SLOPE EROSION PROTECTION.
   3. BONDED FIBER MATRIX.
      a. INSTALL THE BFM AS PER THE MANUFACTURER'S INSTRUCTIONS WITH THE FOLLOWING MINIMUM GUIDELINES.
         1) THE BFM SHALL BE APPLIED WITH HYDRAULIC SPRAY EQUIPMENT BY A MANUFACTURER'S CERTIFIED APPLICATOR.
         2) APPLICATION SHALL BE DONE AT LEAST 24 HOURS IN ADVANCE OF PROJECTED RAINFALL TO ALLOW THE BFM MULCH ADEQUATE TIME TO DRY.
         3) THE BFM MULCH SHALL BE APPLIED IN TWO STAGES (ONE-HALF RATE) WITH AMPLE TIME TO DEWATER THE FIRST APPLICATION.
         4) THE BFM MULCH SHALL BE APPLIED FROM AT LEAST TWO ALTERNATE DIRECTIONS, PREFERABLY 90 DEGREES APART, IF POSSIBLE, TO ENSURE ALL SOIL FACES ARE COVERED.
         5) THE INSTALLATION RATE OF THE BFM MULCH SHALL BE 3500 LBS PER ACRE, MINIMUM AND 100% COVERAGE.
   4. EROSION CONTROL BLANKET.
      a. INSTALL AS PER MANUFACTURER'S RECOMMENDATIONS.

3.04 MAINTENANCE
A. INSPECT PREVENTIVE MEASURES WEEKLY, WITHIN 24 HOURS AFTER THE END OF ANY STORM THAT PRODUCES 0.5 INCHES OR MORE RAINFALL AT THE PROJECT SITE, AND DAILY DURING PROLONGED RAINFALL.
B. REPAIR DEFICIENCIES IMMEDIATELY.
C. TEMPORARY SILT FENCES:
   1. PROMPTLY REPLACE FABRIC THAT DETERIORATES UNLESS NEED FOR FENCE HAS PASSED.
   2. REMOVE SILT DEPOSITS THAT EXCEED ONE-THIRD OF THE HEIGHT OF THE FENCE.
   3. REPAIR FENCES THAT ARE UNDERCUT BY RUNOFF OR OTHERWISE DAMAGED, WHETHER BY RUNOFF OR OTHER CAUSES.
D. TEMPORARY CONSTRUCTION EXIT.
   1. PERIODIC ADDITION OF ROCK, OR REMOVAL AND REPLACEMENT OF PAD SHALL BE PROVIDED AS VOIDS BECOME FILLED WITH SOIL.
E. TEMPORARY PUMPED SEDIMENT CONTROL DEVICE.
   1. REPLACE THE UNIT WHEN 1/2 FULL OF SEDIMENT OR WHEN SEDIMENT HAS REDUCED THE FLOW RATE OF THE PUMP DISCHARGE TO AN IMPRACTICAL RATE.
F. PLACE SEDIMENT IN APPROPRIATE LOCATIONS ON SITE; DO NOT REMOVE FROM SITE.

3.05 CLEAN UP
A. REMOVE TEMPORARY MEASURE AFTER PERMANENT VEGETATION HAS BEEN ESTABLISHED.
B. WHERE REMOVAL OF TEMPORARY MEASURES WOULD LEAVE EXPOSED SOIL, SHAPE SURFACE TO AN ACCEPTABLE GRADE AND FINISH TO MATCH ADJACENT GROUND SURFACES.

END OF SECTION



REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
DESIGN BY: MJM
DRAWN BY: MJM
CHECKED BY: M.MK CJD
DWG FILE: SWPPP
FILE NO.: 24-0120.00

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

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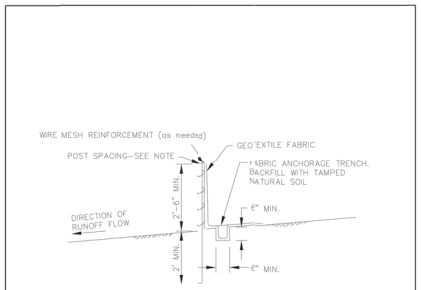
MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

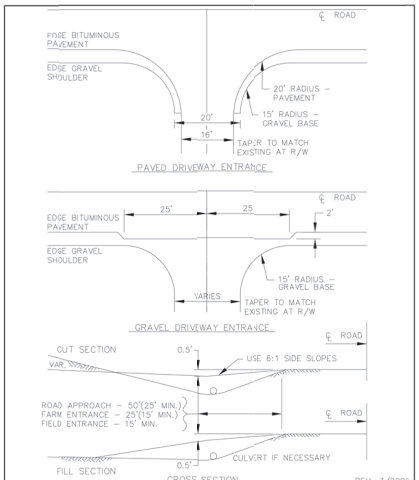
SWPPP NARRATIVE

SHEET NO.
7



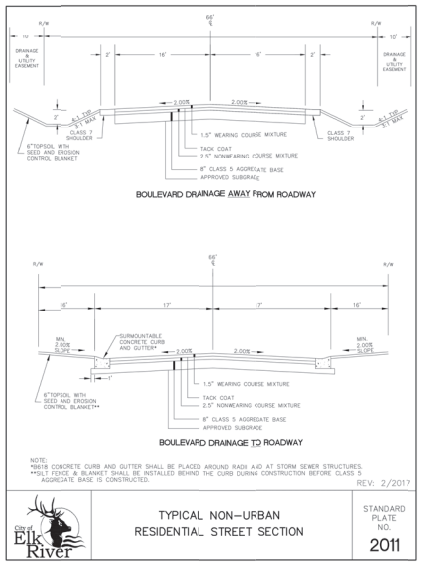
REV: 7/2007

STANDARD SILT FENCE — STANDARD PLATE NO. 2009



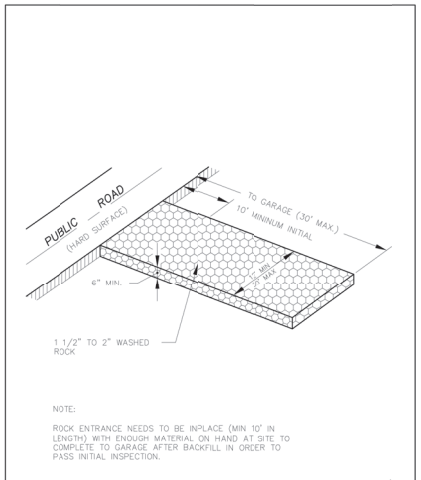
REV: 3/2005

RURAL DRIVEWAY ENTRANCE — STANDARD PLATE NO. 2007



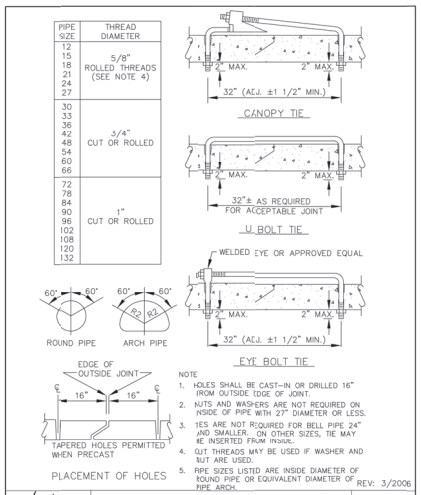
REV: 2/2017

TYPICAL NON–URBAN RESIDENTIAL STREET SECTION — STANDARD PLATE NO. 2011



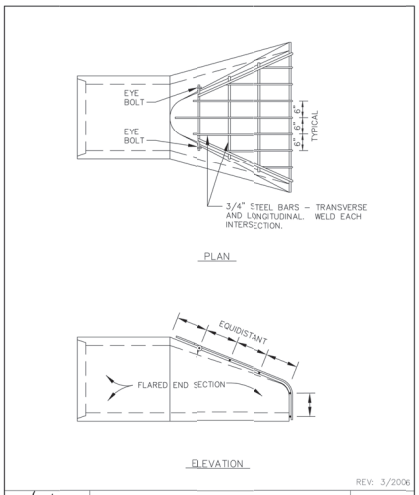
REV: 7/2007

ROCK CONSTRUCTION ENTRANCE BUILDING PERMIT — STANDARD PLATE NO. 2015



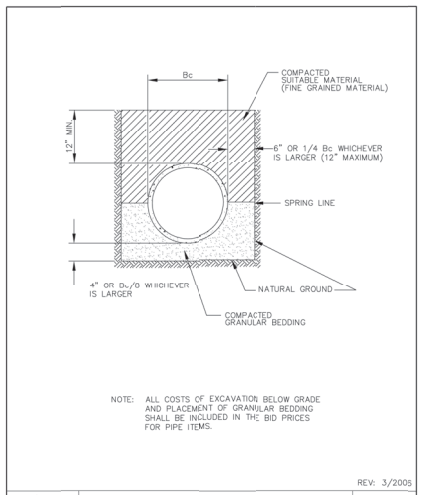
REV: 3/2006

CONCRETE PIPE JOINT TIES — STANDARD PLATE NO. 2503



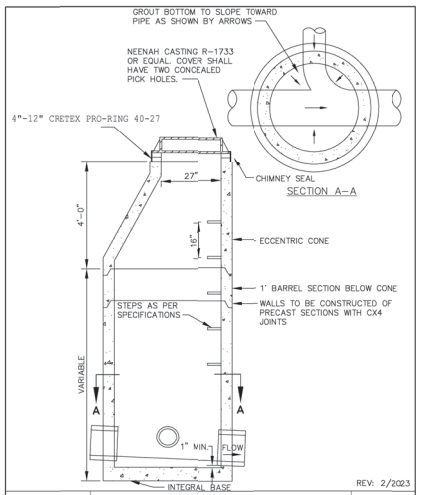
REV: 3/2006

TRASH GUARD — STANDARD PLATE NO. 2504



REV: 3/2005

CLASS B PIPE BEDDING — STANDARD PLATE NO. 3406



REV: 2/2023

STANDARD MANHOLE — STANDARD PLATE NO. 4000

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
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DRAWN BY: MJM
CHECKED BY: MJM, CJD
DWG FILE: DETAILS
FILE NO.: 24-0120.00

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

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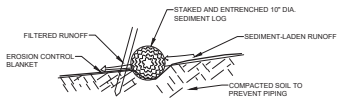
City of Elk River, Sherburne County, MN

DETAILS

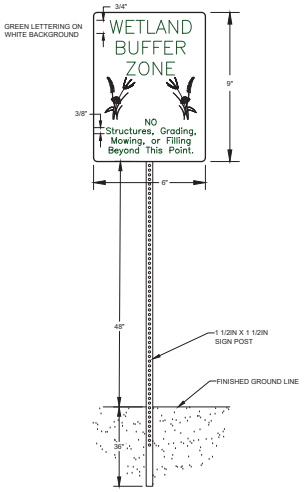
SHEET NO.
8

1. THE SEDIMENT LOGS SHALL BE TRENCHED 4" INTO THE GROUND AND SHALL BE STAKED BY STEEL FENCE POSTS OR 2"X 2" WOOD STAKES.
2. SOIL SHALL BE COMPACTED ON THE UPSLOPE SIDE OF LOGS.



SEDIMENT LOG INSTALLATION

TEMPORARY SEDIMENT LOGS
N.T.S.



WETLAND BUFFER SIGN
N.T.S.

CONSTRUCTION SEQUENCING:

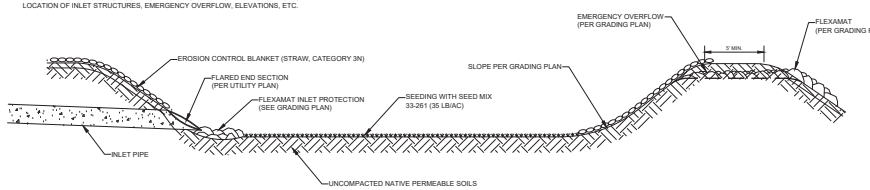
1. PERFORM CONTINUOUS INSPECTIONS OF EROSION CONTROL PRACTICES.
2. INSTALL SILT FENCE ALONG THE PERIMETER OF THE SITE TO PREVENT SEDIMENT FROM LEAVING THE SITE DURING THE CONSTRUCTION PROCESS.
3. ALL DOWNGRADIENT PERIMETER SEDIMENT-CONTROL BMPS MUST BE IN PLACE BEFORE ANY UP GRADIENT LAND-DISTURBING ACTIVITY BEGINS.
4. REMOVE TOPSOIL FROM THE SITE AND PLACE IN TEMPORARY STOCKPILE LOCATION. TEMPORARY SEED THE STOCKPILE.
5. INSTALL UNDERGROUND UTILITIES (WATER, SANITARY SEWER, ELECTRIC AND PHONES) TAKING THE LOCATION AND FUNCTION OF STORM WATER BMPS INTO CONSIDERATION.
7. SEED AND MULCH DISTURBED AREAS ON SITE.
8. CONSTRUCT THE ROADS TAKING THE LOCATION AND FUNCTION OF STORM WATER BMPS INTO CONSIDERATION.
9. PERFORM ALL OTHER SITE IMPROVEMENTS TAKING THE LOCATION AND FUNCTION OF THE STORM WATER BMPS INTO CONSIDERATION.
10. FINAL GRADE THE SITE.
11. STABILIZE THE SITE BY IMPLEMENTING THE NATIVE SEEDING AND PLANTING PORTION OF THE LANDSCAPING PLAN.
12. INSTALL THE EROSION CONTROL BLANKET
13. REMOVE THE SILT FENCE AFTER THE SITE IS STABILIZED PER PROJECT ENGINEER APPROVAL.

GENERAL NOTES:

1. INSTALL ALL TEMPORARY EROSION CONTROL MEASURES (IN ACCORDANCE WITH MnDOT GENERAL CONDITIONS 2573) PRIOR TO THE START OF ANY CONSTRUCTION OPERATION THAT MAY CAUSE ANY SEDIMENTATION OR SILTATION AT THE SITE.
2. INSTALL STORM DRAIN INLET PROTECTION TO PREVENT CLOGGING OF THE STORM SEWER AND SEDIMENT LOADS TO DOWNSTREAM STORM WATER FACILITIES OR WATERBODIES.
3. IF THE STORMWATER BMP IS BEING DESIGNED TO SERVE AS A TEMPORARY SEDIMENT BASIN, GRADE THE BMP TO WITHIN THREE (3) FEET OF FINAL GRADE TO PROTECT THE UNDERLYING MATERIAL FROM CLOGGING. ONCE CONSTRUCTION IN THE CONTRIBUTING DRAINAGE AREA HAS BEEN COMPLETED AND THE SITE IS STABILIZED, EXCAVATE THE INFILTRATION BASIN TO FINAL GRADE AND COMPLETE CONSTRUCTION OF THE BMP.
4. GRADING OF THE INFILTRATION BASIN SHALL BE ACCOMPLISHED USING LOW-IMPACT EARTH-MOVING EQUIPMENT TO PREVENT COMPACTION OF THE UNDERLYING SOILS. SMALL TRACKED DOZERS AND BOBCATS WITH RUNNER TRACKS ARE RECOMMENDED.
5. EXCAVATE THE INFILTRATION BASIN TO THE SPECIFIED DEPTH (ELEVATION). IT IS RECOMMENDED THAT ALL SUB MATERIAL BELOW THE SPECIFIED ELEVATION SHALL BE LEFT UNDISTURBED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
6. GRADE TO THE DEPTH (ELEVATION) SPECIFIED IN THE CONSTRUCTION DOCUMENTS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
7. IN THE EVENT THAT SEDIMENT IS INTRODUCED INTO THE BMP DURING OR IMMEDIATELY FOLLOWING EXCAVATION, THIS MATERIAL WILL NEED TO BE REMOVED FROM THE BASIN PRIOR TO INITIATING THE NEXT STEP IN THE CONSTRUCTION PROCESS. SEDIMENT THAT HAS BEEN WASHED INTO THE BASIN DURING THE EXCAVATION PROCESS CAN SEAL THE PERMEABLE MATERIAL, SIGNIFICANTLY REDUCING THE INFILTRATION CAPACITY OF THE SOILS.
8. SEEDING AND INSTALLATION OF EROSION CONTROL BLANKET SHALL BE COMPLETED WITHIN 48 HOURS OF FINAL GRADING.
9. INFILTRATION AREA SHALL BE STAKED OFF DURING CONSTRUCTION TO RESTRICT HEAVY EQUIPEMENT TRAFFIC FROM COMPACTING NATIVE SOILS.

NOTE:

SEE GRADING AND EROSION CONTROL PLANS FOR ADDITIONAL INFORMATION ON LOCATION OF INLET STRUCTURES, EMERGENCY OVERFLOW, ELEVATIONS, ETC.



INFILTRATION BASIN
N.T.S.

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

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Signed: Christopher J. Dahm Lic. No. 58628
Date: 04/17/2026

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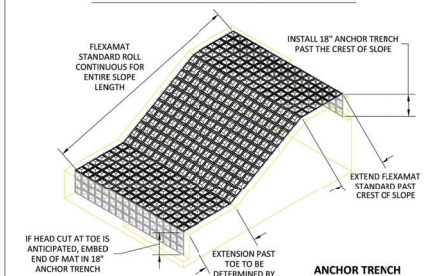
MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

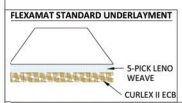
DETAILS

SHEET NO.
9

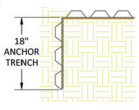
ISOMETRIC VIEW OF SLOPE AND ANCHOR TRENCHES



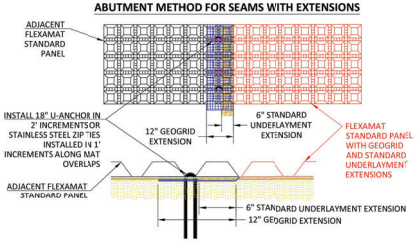
FLEXAMAT STANDARD UNDERLAYMENT



ANCHOR TRENCH



ABUTMENT METHOD FOR SEAMS WITH EXTENSIONS



ABUTMENT METHOD FOR SEAMS WITHOUT EXTENSIONS

FLEXAMAT STANDARD - SLOPE ARMORING

CONSTRUCTION NOTES:

1. AN ENGINEER OR MANUFACTURERS REPRESENTATIVE SHALL BE ONSITE FOR THE START OF THE INSTALLATION.
2. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND.
3. PRIOR TO FLEXAMAT STANDARD INSTALLATION SEED AND FERTILIZE SUBGRADE WITH SITE SPECIFIC SEED MIX IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.
4. INSTALL FLEXAMAT STANDARD ROLLS THAT ARE CONTINUOUS FOR ENTIRE SLOPE LENGTH. FOR SLOPES LONGER THAN 16', USE MATS WITH EXTENSIONS CUT TO THE LENGTH OF THE SLOPE. INSTALL MATS TO THAT THE MATTING EXTENDS PAST THE CREST OF SLOPE AND INTO AN 18" ANCHOR TRENCH.
   - 4.1. FOR ARMORED SLOPE LENGTHS ≤6' OR LESS, INSTALL A TRM SEAM EQUALLY UNDER ADJACENT MATS.
   - 4.2. ARMORED SLOPE LENGTHS LONGER THAN 16', INSTALL NEXT MAT OVER EXTENSIONS.
5. INSTALL SUBSEQUENT MATS OVER THE GEOGRID EXTENSION AND STANDARD UNDERLAYMENT EXTENSION OF THE PREVIOUSLY INSTALLED MAT. ENSURE THE GEOGRID AND STANDARD UNDERLAYMENT EXTENSIONS ARE LAYING FLAT ON THE SUBGRADE BEFORE INSTALLING ADJACENT MAT OVER THE EXTENSIONS.
6. INSTALL #3 REBAR 18" U-ANCHORS IN 2'INCREMENTS ACROSS THE GEOGRID AND STANDARD EXTENSION ABUTMENT. INSTALL ANCHORS FERPENDICULAR TO THE SLOPE DIRECTLY BEHIND FIRST ROW OF BLOCKS ON THE ADJACENT MAT.
7. AT THE END OF THE ARMORED SLOPE, IF HEAD CUT IS ANTICIPATED, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPAC" TERMINATION TRENCH WITH SUITABLE FILL.

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Flexamat
(513)772-6689
Info@Flexamat.com
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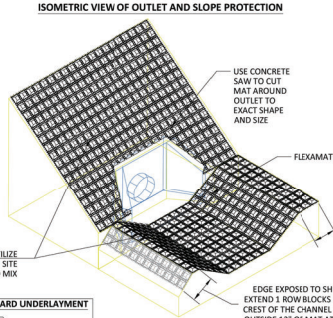
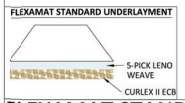
Flexamat PERMANENT EROSION CONTROL

REV - 1

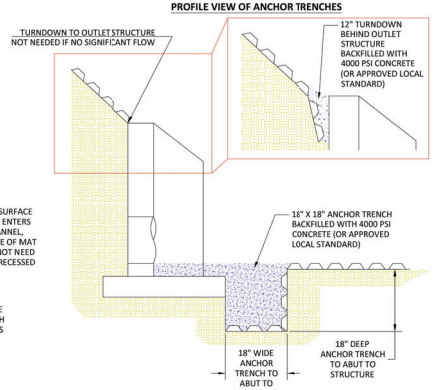
ISOMETRIC VIEW OF OUTLET AND SLOPE PROTECTION



FLEXAMAT STANDARD UNDERLAYMENT



PROFILE VIEW OF ANCHOR TRENCHES



FLEXAMAT STANDARD - OUTLET ARMORING

CONSTRUCTION NOTES:

1. GRADE CHANNEL SO THAT WATER WILL FLOW DOWN CENTER OF THE CHANNEL AND BE CONTAINED TO THE CHANNEL. ALL SUBGRADE SURFACES PREPARED FOR PLACEMENT OF MATS SHALL BE SMOOTH AND FREE OF ALL ROCKS, STICKS, ROOTS, OTHER PROTRUSIONS, OR DEBRIS OF ANY KIND. THE PREPARED SURFACE SHALL PROVIDE A FIRM UNYIELDING FOUNDATION FOR THEMATS.
2. PRIOR TO FLEXAMAT STANDARD INSTALLATION, SEED AND FERTILIZER SUBGRADE WITH SITE SPECIFIC SEED MIX IN ACCORDANCE WITH THE PROJECT PLANS ANDSPECIFICATIONS.
3. INSTALL FLEXAMAT ROLLS. AVAILABLE WIDTHS ARE 4', 5.5', 8', 10', 12', AND 16' AVAILABLE IN CUSTOM LENGTHS. FOR WIDTHS WIDER THAN 16', INSTALL 15.5' WIDE MAT WITH 12" GEOGRID EXTENSION AND 6" UNDERLAYMENT EXTENSION.
   - 3.1. WHERE POSSIBLE AVOID LONGITUDINAL ABUTMENT SEAMS IN CHANNEL BOTTOM.
   - 3.2. FOR OUTLET PROTECTION WIDER THAN 16' SEE CHANNEL PARALLEL TO FLOW INSTALLATION DETAIL.
   - 3.3. FOR OUTLET PROTECTION THAT REQUIRES MORE THAN 1 MAT IN LENGTH TO COVER CHANNEL SEE CHANNEL PARALLEL TO FLOW INSTALLATION DETAIL.
4. AT THE BEGINNING OF CHANNEL, THE INITIAL LEADING EDGE OF FLEXAMAT EXPOSED TO CONCENTRATED FLOW SHALL BE EMBEDDED 18" VERTICALLY INTO ANCHOR TRENCH. THE TRENCH SHALL BE FILLED WITH 4,000 PSI CONCRETE.
5. AT THE END OF THE ARMORED CHANNEL, EMBED THE MAT 18" IN A TERMINATION TRENCH. FILL AND COMPACT TERMINATION TRENCH WITH A COHESIVE FILL.

GUIDANCE TABLE FOR STORMWATER OUTFALL PROTECTION

PIPE DIAMETER		FLEXAMAT WIDTH	FLEXMAT LENGTH (*MIN)
12"	8 CFS	5.5'	5'
18"	20 CFS	8'	8'
24"	30 CFS	8'	10'
36"	75 CFS	12'	16'
48"	100 CFS	16'	20'
60"	150 CFS	20'	25'

*CONSULT MANUFACTURER FOR GUIDANCE IF DESIGN DISCHARGE VARIES SIGNIFICANTLY FROM VALUES LISTED IN TABLE.
*LENGTH OF PROTECTION WILL VARY WITH THE LENGTH OF THE SLOPE, DEGREE OF SLOPE, OR IF IT IS DISCHARGING ONTO A FLAT AREA. OUTFALLS DISCHARGING ONTO SLOPES, IT IS RECOMMENDED TO EXTEND FLEXAMAT PLUS THE LENGTH OF THE SLOPE AND 3' PAST THE TOE.

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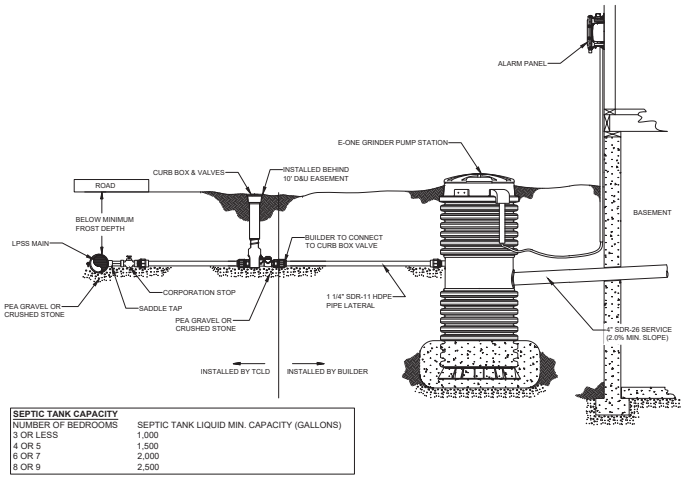
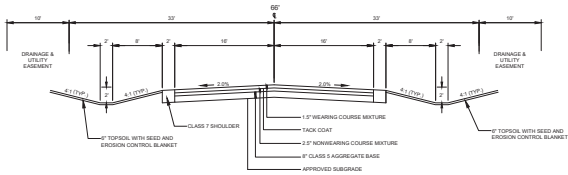
Flexamat PERMANENT EROSION CONTROL

REV - 1



SEPTIC TANK CAPACITY	
NUMBER OF BEDROOMS	SEPTIC TANK LIQUID MIN. CAPACITY (GALLONS)
3 OR LESS	1,000
4 OR 5	1,500
6 OR 7	2,000
8 OR 9	2,500

TYPICAL LATERAL INSTALLATION
N.T.S.



ROADWAY SECTION
N.T.S.

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

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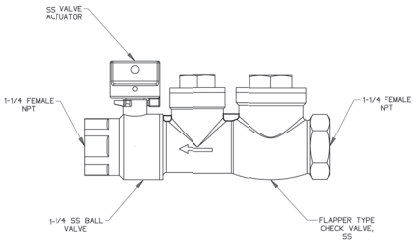
City of Elk River, Sherburne County, MN

DETAILS

SHEET NO.
10

STAINLESS STEEL LATERAL ASSEMBLY NO FITTINGS



PART IS A BALL VALVE CURB STOP WITH FEMALE PIPE THREADS, VALVE POSITION STOPS (OPEN/CLOSED), AND INTEGRAL CHECK VALVE MATERIAL: STAINLESS STEEL

PRESSURE RATING: 235 PSI

TO ORDER SS LATERAL, NO FITTINGS USE PART NUMBER NBO1849P01

SGS	DN	09/20/11	-	3/16
DR BY	CHK'D	DATE	ISSUE	SCALE

e/one SEWER SYSTEMS

STAINLESS STEEL LATERAL ASSEMBLY NO FITTINGS

NA0330P05

SUBMITTAL DATA SHEET

Curb Boxes – 5600PS

Arch Pattern

MODEL NO.	SIZE	A-RANGE
5600PS	3	2' TO 3'
5609PS	3 1/2	2 1/2' TO 3 1/2'
5603PS	4	3' TO 4'
5604PS	4 1/2	3 1/2' TO 4 1/2'
5605PS	5	4' TO 5'
5606PS	5 1/2	4 1/2' TO 5 1/2'
5607PS	6	5' TO 6'
5608PS	6 1/2	5 1/2' TO 6 1/2'
5609PS	7	6' TO 7'
5610PS	7 1/2	6 1/2' TO 7 1/2'
5611PS	8	7' TO 8'

SUBMITTAL INFORMATION

- Brass components conform to ASTM B62 and ASTM B584, UNS C83600 -85-5-5-5 (latest revision) or ASTM B584, UNS C84400 -81-3-7-9 (latest revision)
- Lid and Base made of Cast Iron per ASTM A48, Class 25
- Upper Section made of steel pipe
- Coated with black dip

EST. 1904 McDonald

A.Y. McDonald Mfg. Co.
P.O. Box 508
Dubuque, IA 52004-508

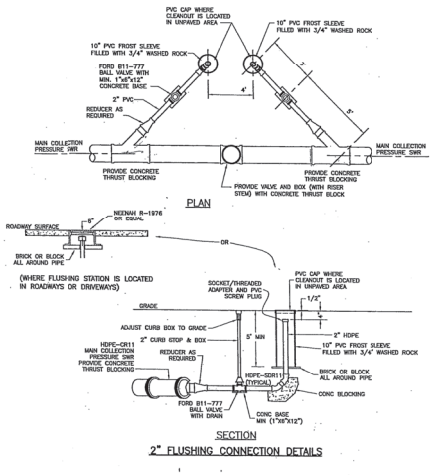
Toll Free: 1-800-292-2737
Fax: 1-800-832-9296
Hours: 7:00 a.m. – 5:00 p.m., CST

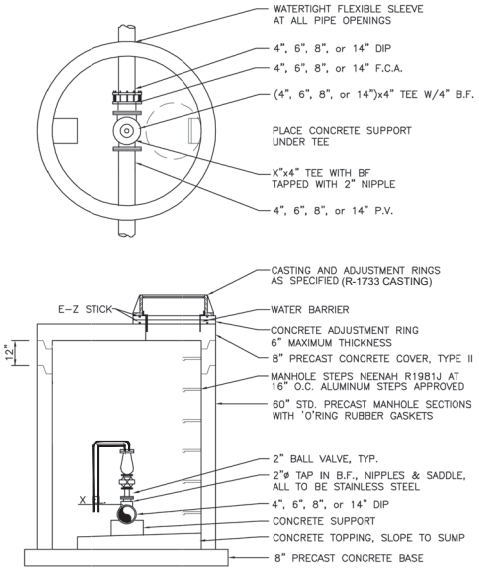
sales@aymcdonald.com
www.aymcdonald.com

A.Y. McDonald considers the information on this assembly drawing correct when published. Item and option availability, including specifications, are subject to change without notice.

Submitted by:

12-20

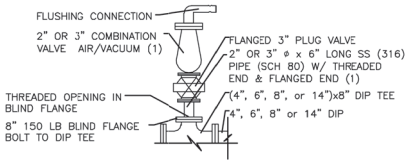




COMBO AIR/VACUUM MANHOLE

NO SCALE

AIR RELEASE VALVE OR COMBINATION AIR RELEASE/VACUUM VALVE, SEE PLAN FOR WHICH VALVE TO USE IN EACH STRUCTURE



NOTE:
(1) 3" FOR ALL 14" FORCEMAIN PIPE SIZES.
2" FOR ALL OTHER FORCEMAIN PIPE SIZES

COMBINATION AIR/VACUUM VALVE
NO SCALE

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
DESIGN BY: MJM
DRAWN BY: MJM
CHECKED BY: MJM, CJD
DWG FILE: DETAILS
FILE NO.: 24-0120.00

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

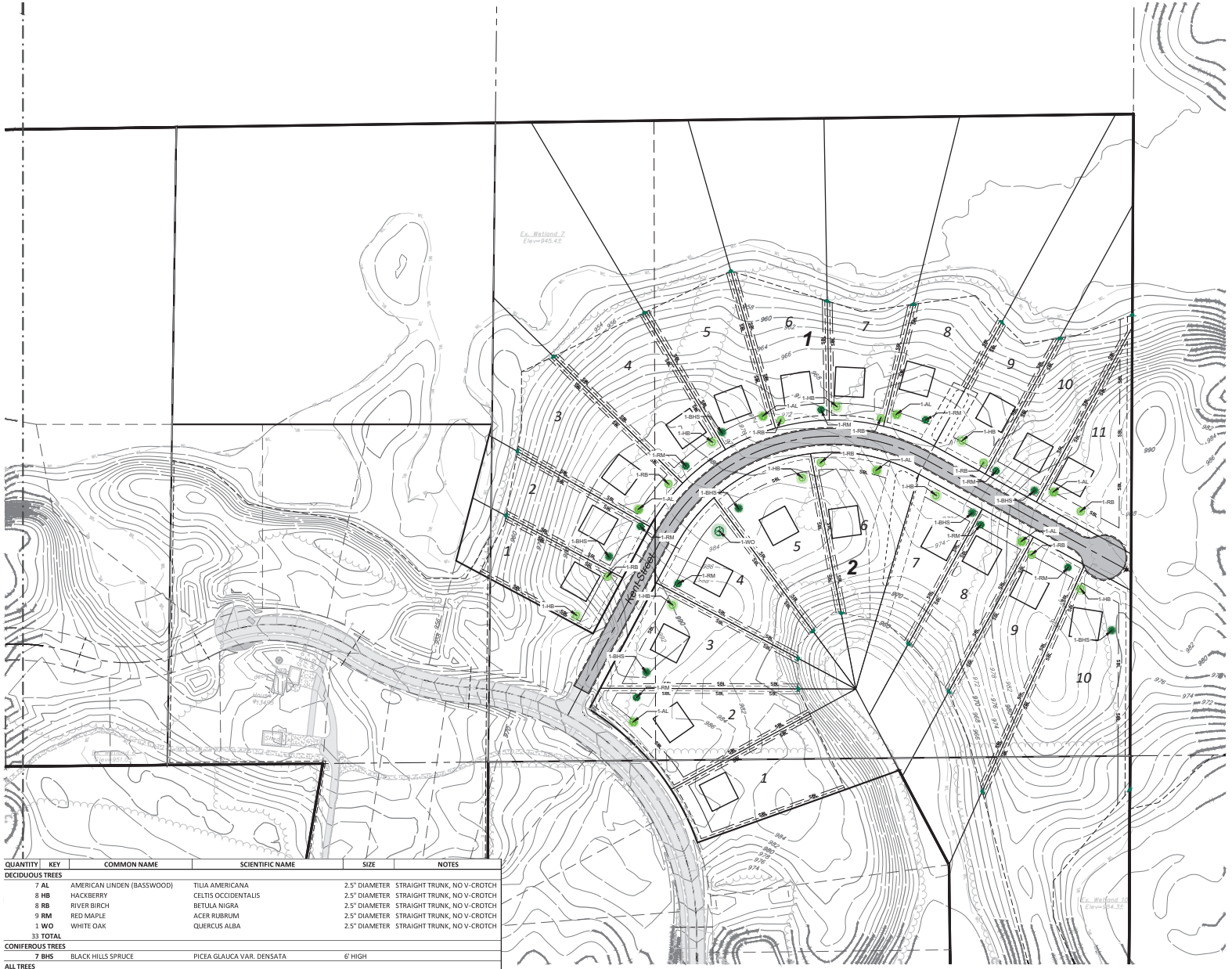
WIDSETH
ARCHITECTURE · ENGINEERING · PLANNING · SURVEYING

MEADOWSWEET BEND DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

DETAILS

SHEET NO.
11

4/17/2026 11:28 AM W:\Projects\Twin Cities Land Development LLC-5157\2026-1104\16-Design\12-ACAD\Civil\SWPPP\Details P2.dwg



LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED TREE CLEARING
- PROPOSED DECIDUOUS TREE
- PROPOSED CONIFEROUS TREE

QUANTITY	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
DECIDUOUS TREES					
7	**AL**	AMERICAN LINDEN (BASSWOOD)	TILIA AMERICANA	2.5" DIAMETER	STRAIGHT TRUNK, NO V-CROTCH
8	**HB**	HACKBERRY	CELTIS OCCIDENTALIS	2.5" DIAMETER	STRAIGHT TRUNK, NO V-CROTCH
8	**RB**	RIVER BIRCH	BETULA NIGRA	2.5" DIAMETER	STRAIGHT TRUNK, NO V-CROTCH
9	**RM**	RED MAPLE	ACER RUBRUM	2.5" DIAMETER	STRAIGHT TRUNK, NO V-CROTCH
1	**WO**	WHITE OAK	QUERCUS ALBA	2.5" DIAMETER	STRAIGHT TRUNK, NO V-CROTCH
33	**TOTAL**				
CONIFEROUS TREES					
7	**BHS**	BLACK HILLS SPRUCE	PICEA GLAUCA VAR. DENSATA	6' HIGH	
ALL TREES					
40	**TOTAL**				

CALL 48 HOURS BEFORE DIGGING:
GOPHER STATE ONE CALL
TWIN CITY AREA 651-454-0002
MINNESOTA TOLL FREE 1-800-252-1166

REV NO.	DATE	DESCRIPTION
1	04/17/2026	LOT CORRECTION

DATE: 04/17/2026
DESIGN BY: MJM
DRAWN BY: MJM
CHECKED BY: MJM, CJD
DWG FILE: LANDSCAPE
FILE NO.: 24-0120.00

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signed: Christopher J. Dahm
Date: 04/17/2026
Lic. No. 58628

WIDSETH
ARCHITECTURE · ENGINEERING · SURVEYING · PLANNING

MEADOWSWEET BEND
DEVELOPMENT 2ND ADD.
City of Elk River, Sherburne County, MN

LANDSCAPING PLAN

SHEET NO.
12

City of Elk River
City Council

Resolution 26-47

A Resolution of the City Council of the City of Elk River Granting Final Plat Approval for Meadowsweet Bend Second Addition Case No. P 26-07

WHEREAS, application has been made for final plat approval, pursuant to Section 30-374 of the Elk River City Code of Ordinances, of the property legally described on attached Exhibit A and hereinafter referred to as "the Property"; and

WHEREAS, the preliminary plat of the Property was approved by the City Council on September 16, 2024; and

WHEREAS, the proposed final plat is consistent with the preliminary plat as approved by the City Council; and

WHEREAS, the proposed final plat complies with each of the conditions set forth by the City Council in its approval of the preliminary plat of the Property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:**

1. It is hereby determined by the City Council for the City of Elk River as follows:

    A. The proposed subdivision is consistent with Chapter 30 of the City Code of Ordinances and conforms with all its requirements.

    B. The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans including, but not limited to, the City's Comprehensive Plan.

    C. The physical characteristics of the site, including, but not limited to, topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.

    D. The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required herein.

E. The proposed subdivision will not cause substantial environmental damage.

F. The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.

G. The proposed subdivision will not have an undue or adverse impact on the reasonable development of neighboring land.

2. Final plat approval is hereby granted for the Property, subject to the conditions set forth in attached Exhibit B.

3. The officers of the City are hereby authorized, once the conditions set forth in Exhibit B are met and complied with, to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.

4. The owner of the Property is authorized to record the final plat as required by law and shall file proof of said recording with the City. No building permits will be issued for the Property until the final plat is recorded.

5. This final plat approval shall expire two years from the date of this resolution if the final plat is not recorded within that time.

Passed and adopted this 6th day of July 2026.

_____

John J. Dietz, Mayor

ATTEST:

_____

Justin Dunford, City Clerk

EXHIBIT A

Legal Description

Parcel 1:
Outlot A, Meadowsweet Bend, Sherburne County, Minnesota.

Parcel 2:
Outlot E, Meadowsweet Bend, Sherburne County, Minnesota.

Parcel 3:
Outlot A, Meadowsweet Hills, Sherburne County, Minnesota.

Parcel 4:
Outlot D Meadowsweet Bend, Sherburne County, Minnesota.

Parcel 5:
Lot 12 Block 2 Meadowsweet Bend, Sherburne County, Minnesota.

Abstract Property

EXHIBIT B

Conditions of Approval

1. Council approval of a Development Agreement outlining the responsibilities of the city and developer.
2. A Letter of Credit shall be provided to the city in the amount of I00% of the costs of public improvements.
3. Upon completion of all improvements and acceptance by the city, a security or warranty in a form acceptable to the public works director must be secured.
4. The Development Plan shall be approved by the public works director prior to the issuance of building permits.
5. Staff approval of all site, civil, and landscaping plans.
6. Park Dedication Fee will be paid at a prorated amount based on the land dedication outlined in the preliminary plat approval.
7. Any item or condition found that indicates the site is likely to yield information important to prehistory or history shall be reported to the city immediately. Further, the city reserves the right to stop work authorized in its approval until the site is appropriately investigated and work is authorized.
8. A sanitary sewer extension fee of $9,030/lot shall be paid at the time of platting.
9. The city must review the HOA documents regarding the long-term maintenance plan for the private sanitary service.
10. The easement vacation for Lot 12, Block 2, Meadowsweet Bend must be approved by the City Council and recorded prior to the final plat.

(reserved for recording information)

DEVELOPMENT CONTRACT

(Developer Installed Improvements)

MEADOWSWEET BEND SECOND ADDITION

THIS DEVELOPMENT CONTRACT (the "Contract") dated July 6, 2026, by and between the **CITY OF ELK RIVER**, a Minnesota municipal corporation ("City"), and **TCLD-LF5 Meadowsweet, LLC** (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for Meadowsweet Bend Second Addition (referred to in this Contract as the "plat"). The land is situated in the County of Sherburne, State of Minnesota, and is legally described in **Exhibit A**.

2. CONDITIONS OF PLAT APPROVAL. The City hereby approves the plat on condition that the Developer enter into this Contract, furnish the security required by it, and record the plat with the County Recorder or Registrar of Titles within two years after the City Council approves the final plat.

3. RIGHT TO PROCEED. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, unless a grading permit has been approved by the City Engineer following approval of a preliminary plat by the City Council, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, 3) the necessary insurance for the Developer and its construction contractors has been received by the City, 4) the plat has been filed with the Sherburne County Recorder or Registrar of Titles' office, and 5) all required permits are secured and a copy filed with the City Engineer.

4. PHASED DEVELOPMENT. If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Contract and the breach has not been remedied. Development of subsequent phases may not proceed until Development Contracts for such phases are approved by the City. Park dedication charges referred to in this Contract are not being imposed on outlots, if any, in the plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.

5. PRELIMINARY PLAT STATUS. If the plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five (5) years after preliminary plat approval.

6. CHANGES IN OFFICIAL CONTROLS. For five (5) years from the date of this Contract, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current metropolitan urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Contract to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Contract.

7. DEVELOPMENT PLANS. The Subdivision shall be developed in accordance with the following plans (The Plans). The Plans shall not be attached to this Agreement. Except for Plans A, B and E, the Plans may be prepared, subject to the City Engineer's approval, after entering into this Agreement, but before commencement of any work in the Development. The City Engineer may approve minor amendments to Plan B without City Council approval. If the Plans vary from the written terms of this Contract, the written terms shall control. The Plans are:

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan & SWPPP

Plan C - Plans and Specifications for Public Improvements

Plan D – Landscape Plan

Plan E – Storm water Management Plan detailing long term ownership, maintenance schedules and procedures for all stormwater facilities as required by the City's MS4 permit

Plan F – Development Plan, to include the items noted in **Exhibit B.**

8. IMPROVEMENTS. The Developer shall install and pay for the following:

A. Sanitary Sewer System

B. Storm Sewer System

C. Streets

D. Street Lights

E. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control

F. Underground Utilities

G. Setting of Iron Monuments

H. Surveying and Staking

I. Sidewalks and/or Trails

J. Retaining Walls

K. Landscaping

The improvements shall be installed in accordance with the City subdivision ordinance; City standard specifications for utility and street construction; and any other ordinances including Section 30-416 of the City Code concerning erosion and drainage and Section 46-39 prohibiting grading, construction activity, and the use of power equipment on Sundays and between the hours of 9 o'clock p.m. and 6 o'clock a.m. Monday through Saturday. The Developer shall submit plans and specifications which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The

Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

9. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include:

A. Sherburne County for County Road Access and Work in County Rights-of-Way
B. Minnesota Department of Health for Watermains
C. MPCA NPDES Permit for Construction Activity
D. MPCA for Sanitary Sewer and Hazardous Material Removal and Disposal
E. DNR for Dewatering and water appropriations
F. Army Corps of Engineers for construction of sedimentation ponds
G. City of Elk River for Building Permits
H. MCES for Sanitary Sewer Connections
I. City of Elk River for Retaining Walls

10. DEWATERING. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

11. TIME OF PERFORMANCE. The Developer shall install all required public improvements by November 30, 2026, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time

from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer. No street construction will be allowed after October 15 or prior to May 15 unless approved by the City Engineer.

12. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

13. EROSION CONTROL. Prior to initiating site grading, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MPCA Stormwater Permit for Construction Activity. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days after demand by the City, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

14. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan, Plan "B". The plan shall conform to City of Elk River specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except three (3) model home permits on lots acceptable to the Building Official), the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water

treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The “as constructed” plan shall include field verified elevations of the following: a) cross sections of storm water treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed “conservation area” posts; and c) lot corner elevations and house pads, and all other items listed in City Code. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

Before a building permit is issued, a cash escrow of $1,000.00 per lot shall be furnished to the City to guarantee compliance with the erosion control and grading requirements and the submittal of an as-built certificate of survey. Prior to the release of the required individual lot grading and erosion control security that is submitted with the building permit, an as-built certificate of survey for single family lots must be submitted to verify that the final as-built grades and elevations of the specific lot and all building setbacks are consistent with the approved grading plan for the development, and amendments thereto as approved by the City Engineer, and that all required property monuments are in place. If the final grading, erosion control and as-built survey is not timely completed, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the grading, erosion control and as-built survey, the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City.

15. CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

16. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Contract and final acceptance by the City, the public improvements lying within public easements shall become City property without further notice or action. No improvements will be accepted prior to all disturbed areas of the site being fully vegetated and functioning in accordance with the approved construction and storm water management plans.

17. CITY ENGINEERING ADMINISTRATION, CONSTRUCTION OBSERVATION AND AS-BUILT RECORD DRAWING PREPARATION.

Developer shall reimburse the City for all the City's costs and expenses incurred in the processing of the Subdivision and installation of improvements, including review of plans and construction observation and in regard to any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Development. Reimbursement shall be due and payable to the City within thirty (30) days following the receipt of a statement therefore. The Developer shall post a cash escrow in the amount of five percent (5%) of the estimated costs of the Improvements. This escrow will be drawn from as the project progresses to cover the City's ongoing costs and expenses relating to administration and construction observation of the Improvements. City administration will include, but is not limited to, supervision of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation shall include full to part time inspection of all work associated with the improvements. Based on past experience it is estimated that an escrow of five percent (5%) shall be sufficient to cover the City related expenses associated with the work. Delays, change in work scope, contractor performance, etc. can all contribute to this amount not being sufficient. All City costs experienced in excess of the escrow are the responsibility of the Developer. These costs will be billed directly to the Developer and become due per the terms stated in Section 26. Upon acceptance of all completed improvements, as required by this agreement, any remaining balance will be returned to the Developer within 30 days.

18. SANITARY SEWER EXTENSION FEE. The parent parcels of the Meadowsweet Bend plat were not assessed the trunk portion of the sanitary sewer that extends along the south side of the subdivision;

therefore, this phase of development of Meadowsweet Bend is subject to a sanitary sewer extension fee calculated as follows:

20 dwelling units x $9030.00/unit = $**180,600.00**

The fee is due prior to releasing the final plat for recording.

19. CONSTRUCTION ACCESS. Construction traffic for grading, public utility construction, and public street construction is restricted to access the subdivision via County Road 33 (Ranch Road). No construction traffic is permitted on the adjacent local streets.

20. PARK DEDICATION. The Developer shall pay a pro-rated cash contribution of **$44,882.20** in satisfaction of the City's park dedication requirements. The charge was calculated as follows: 20 lots at $2,244.11 per lot.

The pro-rated amount is calculated at 73.2% of the standard park dedication rate ($3,065.73/lot) outlined in the city's fee schedule. The reduced amount accounts for two parcels to be dedicated to the City as partial credit for the full dedication requirement. The two parcels are identified with the city council's approval of the preliminary plat. First, the 1.65-acre outlot along the east side of Burr Oak Park. Second, the parcel abutting the northwest corner of Burr Oak Bark, less the area encumbered by the overhead power easement, calculated at 0.74 acres. Ordinance requires a full land dedication of 8.7984 acres. The described land dedication shall occur with future plats of the Property and will then satisfy 26.8% of dedication requirements, leaving 73.2% to be satisfied with a per lot cash dedication.

21. LANDSCAPING. Unless the lot already has two (2) trees on it, the Developer or lot purchaser shall plant sufficient trees so that there are at least two (2) trees on every lot in the plat, one of which must be planted in the front yard. Trees that are chosen by the Developer or property owner cannot cause a public nuisance, such as cotton producing trees, or trees that may become a public hazard due to insect infestation or weak bark. The minimum deciduous tree size shall be two (2) inches caliper, balled and burlapped. Evergreen trees must be at least six feet (6') tall. The trees may not be planted in the right-of-way. The Developer or lot purchaser shall sod the front yard, boulevard, and side yards to the rear of the structure on every lot or as otherwise agreed between the City and the Developer. Weather permitting, the trees, sod, and seed shall be planted within sixty (60) days after a home has received a certificate of occupancy. Before

a certificate of occupancy is issued, a cash escrow of $1,000.00 per lot shall be furnished the City to guarantee compliance with the landscaping requirements. If the landscaping is not completed in a timely manner, the City may enter the lot, perform the work, and apply the cash escrow toward the cost. Upon satisfactory completion of the landscaping the escrow funds, without interest, less any draw made by the City, shall be returned to the person who deposited the funds with the City. All trees shall be warranted to be alive, of good quality, and disease free for twelve (12) months after planting. Any replacements shall be warranted for twelve (12) months from the time of planting. The Developer or property owner is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Fifty percent (50%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining fifty percent (50%) will be released one year after the landscaping inspection and any warranty work has been completed.

22. SPECIAL PROVISIONS. The following special provisions shall apply to plat development:

A. Compliance with City Resolution No. 26-xx granting final plat approval and the conditions stated therein.

B. The City will not assume ownership of the private sanitary system and prior to acceptance of any public improvements, the City Engineer will review the Home Owners Association (HOA) documents specific to the long-term maintenance plans and obligations related to the private sanitary sewer system.

C. The Developer shall install a full cul-de-sac on the east end of 218th Ave NW and install a sign that reads “FUTURE THROUGH STREET.”

D. Roadway easements for the portions of the cul-de-sac on 218th Ave NW that encroach into Lot 11, Block 1, and lots 9 and 10, Block 2 will need to be prepared and recorded after the final plat.

E. Prior to releasing the final plat for recording, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag. Any encroachments on or adjacent to the property shall be noted on the survey. The Developer shall post a $2,200 security for the final placement of interior subdivision iron monuments at property corners. The security was calculated as follows: 22 lots/outlots at $100.00

per lot/outlot. The security will be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certification that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

F. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by Elk River Municipal Utilities.

G. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications. All constructed public utilities shall be field surveyed after construction with all location, elevation, and data attributes information, deliverable to the City in an approved sub-foot accurate GIS/GPS format.

H. Until the public improvements are accepted by the City or a written agreement expressly reached in advance, the Developer is responsible for snow removal and ensuring access by Emergency Response vehicles and equipment.

I. All mailboxes shall be in a style and location acceptable to the Elk River Postmaster.

J. The Developer shall convey to the City, prior to the final approval of plans and specifications and at no cost to the City, all permanent and temporary easements for the installation and maintenance of all public improvements determined to be necessary by the City. All such easements shall be in a recordable form acceptable to the City and contain such terms and conditions as the City may prescribe.

23. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public improvements, and construction of all public improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached hereto, from a bank ("security") for $ 376,000.00. The amount of security was calculated as follows:

CONSTRUCTION COSTS:

A. Storm Sewer/Drain tile	$ 0.00
B. Streets	$ 232,000.00
E. Erosion Control/Stormwater Basins, Restoration, Grading Certification	$144,000.00
CONSTRUCTION TOTAL	**$ 376,000.00**

This breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City Administrator. The City may draw down the security, on five (5) business days written notice to the Developer, for any violation of the terms of this Contract or without notice if the security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, a warranty security is provided, and the public improvements are accepted by the City Council. The City's standard specifications for utility and street construction outline procedures for security reductions.

24. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Contract which must be furnished to the City prior to the Mayor signing the final plat:

A. Park Dedication	$ 44,882.20
B. City Engineering Administration (5% of public improvement costs)	$ 18,800.00
C. Sewer Extension Fee	$ 180,600.00
TOTAL CASH REQUIREMENTS	**$ 244,282.20**

25. WARRANTY. The Developer warrants all improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets is two years. The warranty period for underground utilities is two years and shall commence following completion

and acceptance by City Council. The two year warranty period on streets shall commence after the final wear course has been installed and accepted by the City Council. The Developer shall post maintenance bonds or a letter of credit in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranties. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds or letter of credit are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work if the Developer fails to timely perform such work; provided the Developer is first given notice of the work in default not less than five (5) business days in advance, except that no notice is required in an emergency as determined by the City. The City's standard specifications for utility and street construction identify the procedures for final acceptance of streets and utilities.

26. RESPONSIBILITY FOR COSTS.

A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.

B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

C. The Developer shall reimburse the City for costs incurred in the enforcement of this Contract, including engineering and reasonable attorneys' fees.

D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the

Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Contract within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.

F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), City sewer connection charges, and building permit fees.

27. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

28. MISCELLANEOUS.

A. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Contract.

C. Breach of the terms of this Contract by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Contract is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Contract.

E. Grading, curbing, and one lift of asphalt shall be installed on all public and private streets prior to issuance of any building permits, except three (3) model homes on lots acceptable to the Building Official where access to the model homes for emergency vehicles is provided and maintained at all times.

F. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

H. This Contract shall run with the land and may be recorded against the title to the property. In the event this Contract is recorded, upon request by Developer, the City covenants to provide a recordable Certificate of Completion within a reasonable period of time following the request, upon the completion of the work and responsibilities required herein, payment of all costs and fees required and compliance with all terms of the Contract. A release of this Contract may be provided in the same manner and subject to the same conditions as a Certificate of Completion provided there are no outstanding or ongoing obligations of Developer under the terms of this Contract. The

Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Contract, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

I. Insurance. **Developer and Contractor shall provide a copy of the Development Contract to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Development Contract.** Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)
$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability
$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation
Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- *$500,000 – Bodily Injury by Disease per employee*

- *$500,000 – Bodily Injury by Disease aggregate*
- *$500,000 – Bodily Injury by Accident*

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

J. Indemnification. To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.

K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as

may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

L. The Developer may not assign this Contract without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it, until the City's issuance of a Certificate of Completion and Release.

M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Contract shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

N. Should the Developer convey any lot or lots in the Development to a third party, the City and the owner of that lot or those lots may amend this Development Contract or other city approvals or agreements for development or use of those lots without the approval or consent of the Developer or other lot owners in the Development. Private agreements between the owners of lots within the Development for shared service or access and related matters necessary for the efficient use of the Development shall be the responsibility of the lot owners and shall not bind or restrict City authority to approve applications from any lot owner in the Development.

29. NOTICES. Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer, in care of Ben Schmidt, via certified mail at the following address: 4800 Olson Memorial Highway, Suite 100, Golden Valley, MN 55422. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: Elk River City Hall, 13065 Orono Parkway, Elk River, Minnesota 55330.

[The remainder of this page has been intentionally left blank.

Signature pages follow.]

CITY OF ELK RIVER

BY: _____
_____, Mayor

(SEAL)

AND _____
_____, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____ and by _____, the Mayor and City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
NOTARY PUBLIC

DEVELOPER:

TCLD-LF5 Meadowsweet, LLC
a Minnesota limited liability company

By: _____
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Benjamin Schmidt the President of TCLD-LF5 Meadowsweet, LLC, a Minnesota limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: 651-452-5000
AMP/smt

FEE OWNER CONSENT
TO
DEVELOPMENT CONTRACT

TCLD-LF5 Meadowsweet, LLC, fee owners of all or part of the subject property, the development of which is governed by the foregoing Development Contract, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the subject property owned by them.

Dated this _____ day of _____, 2026.

_____

Benjamin Schmidt, President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.

_____
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000
AMP/smt

MORTGAGE CONSENT
TO
DEVELOPMENT CONTRACT

_____, which holds a mortgage on the subject property, the development of which is governed by the foregoing Development Contract, agrees that the Development Contract shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2_____.

_____

_____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____, by _____.

_____
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000
AMP/smt

CONTRACT PURCHASER CONSENT
TO
DEVELOPMENT CONTRACT

_____, which/who has a contract purchaser's interest in all or part of the subject property, the development of which is governed by the foregoing Development Contract, hereby affirms and consents to the provisions thereof and agrees to be bound by the provisions as the same may apply to that portion of the subject property in which there is a contract purchaser's interest.

Dated this _____ day of _____, 2_____.

_____

_____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2____, by _____.

_____
NOTARY PUBLIC

DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
651-452-5000
AMP/smt

EXHIBIT "A"
TO
DEVELOPMENT CONTRACT

Legal Description of Property Being Final Platted as
Meadowsweet Bend Second Addition

Parcel 1:
Outlot A, Meadowsweet Bend, Sherburne County, Minnesota.

Parcel 2:
Outlot E, Meadowsweet Bend, Sherburne County, Minnesota.

Parcel 3:
Outlot A, Meadowsweet Hills, Sherburne County, Minnesota.

Parcel 4:
Outlot D Meadowsweet Bend, Sherburne County, Minnesota.

Parcel 5:
Lot 12 Block 2 Meadowsweet Bend, Sherburne County, Minnesota.

Abstract Property

EXHIBIT "B"
TO
DEVELOPMENT CONTRACT
Development Plan Requirements

1. Lot and block numbers
2. Street Names
3. Storm sewer alignment with top and invert elevations. Also Flared ends with invert elevations
4. Centerline Street elevations at 100 foot stations with high and low points
5. Centerline street percent grades
6. Cul-de-sac percent grade along curb
7. Building setback lines
8. Final Contours
9. All proposed driveway slopes
10. House pads with house style and elevations
11. Front and rear lot corner elevations
12. Spot elevations at the rear of the house pads if the drainage is to be directed around the house pad to the front
13. Typical lot detail indicating where lot and house elevations are shown to.
14. Legend with type of house styles and grade difference for garage floor to walkouts or lookouts.
15. Lot dimensions to the nearest foot
16. Typical street section
17. Drainage arrows at high points and major grade changes
18. Existing and proposed easements
19. Emergency overflows should be labeled and shown with spot elevations and drainage arrows. Emergency overflows must be established for catch basins in the street and in rear yards. Areas along rear lot lines which are below emergency overflows elevations shall be designated as drainage easement on the final plat.
20. Wetland boundaries must be accurately shown
21. Development plan must be signed by a registered Land Surveyor or Engineer.
22. All trees within the subdivision that are to be preserved shall be fenced with a snow fence at the drip line to prevent grading, compaction, or storage of equipment, debris or materials. Staff shall inspect the fencing prior to grading. Cutting of trees between April 15 and July 15 shall not be permitted. The Operator shall take other measures deemed appropriate by the Sherburne County Forester to control oakwilt, such as, but not limited to: debarking or destroying fallen diseased trees prior to April 15, not leaving roots exposed and avoiding mechanical damage on remaining trees.

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Elk River
13065 Orono Parkway
Elk River, Minnesota 550330

Dear Sir or Madam:

We hereby issue, for the account of ___(Name of Developer)____ and in your favor, our Irrevocable Letter of Credit in the amount of $_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank)____";

b) Be signed by the City Administrator or Finance Director of the City of Elk River.

c) Be presented for payment at ___(Address of Bank)___, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Elk River Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Elk River Finance Director, Elk River City Hall, 13065 Orono Parkway, Elk River, MN 55330, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

Request for Action

To
City Council

Item Number
7.2

Meeting Date
July 6, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment and Conditional Use Permit: Data Center, Michael Margulies - 19178 Industrial Blvd NW

Reviewed by
Chris Leeseberg
Cal Portner
Justin Dunford

Action Requested
The public hearing was opened on June 15, 2026, and continued to July 6, 2026. After receiving the presentation from city staff, the City Council should receive public comments related to the draft ordinance amendment.

After receiving public comments, the Council will close the public hearing for the ordinance amendment and continue the hearing for the Conditional Use Permit Application to August 3, 2026.

Direct staff, by motion, to prepare a resolution making Findings of Fact denying the request to add data centers as a conditional use in the I-1 (Light Industrial) zoning district. The motion should include specific reasons for the denial. Staff will return with this resolution on July 20, 2026.

Background/Discussion
The Planning Commission and City Council have both held a public hearing regarding an ordinance amendment to allow data centers in the I-1 zoning district, and a Conditional Use Permit (CUP) to allow a new data center facility at 19178 Industrial Boulevard NW.

The public hearings generated a significant number of questions and comments about the applicant, project, data centers in general, and how the city would regulate or monitor these facilities. At both meetings, staff stated that they would complete additional research and coordinate with the appropriate entity to provide written responses at the June 23, 2026, Planning Commission meeting. Responses to those questions were presented to the Planning Commission on June 23, 2026, and the full Planning Commission packet is attached for review.

The applicant also stated that a noise study, specific to their proposed facility at 19178 Industrial Boulevard NW, would be available for review by June 23, 2026. The completed study is also included in the attached Planning Commission packet. One resident has contacted staff with a discrepancy in the tables for existing ambient noise. The updated study, with the corrected tables, is attached.

The city has also received several written comments from the public, and all the letters received as of July 1, 2026, are included for review.

Planning Commission
The Planning Commission continued its discussion and public hearing on June 23rd. The hearing regarding the ordinance amendment was closed, and the hearing for the CUP was continued to July 28, 2026.

Staff presented the draft ordinance and reviewed public comments and their influence on the current draft. A representative from ESI, the noise consultant hired by the developer, explained the noise measurements and techniques used in the study as well as the study's conclusions. He also reviewed the challenges of the draft ordinance as it relates to state laws and the measurable standards. The city cannot adopt a specific noise standard that is above and beyond what has been established by the MPCA. As an example, the state standards specifically address dBA, but not dBC, and the city cannot establish a limit on dBC sound levels.

During the public hearing, eight people spoke in opposition to the proposed ordinance. The majority of the concerns raised were related to noise and the potential for low-frequency vibrations. Additional questions regarding the potential annexation of land by the city, smells from diesel fuel tanks, and a request for more specifics on the diesel generators were also shared. A request for a moratorium on data centers was also requested.

At the conclusion of the hearing, the Planning Commission discussed the ordinance and how the current and future data centers would or could be reviewed. They had concerns about allowing them in all the I-1 and I-2 zoning districts without additional standards beyond what are in the draft ordinance. The Commission was also unsure whether the ordinance went far enough to protect residents from potential noise concerns.

The Planning Commission asked if data centers could be reviewed on a case-by-case basis rather than allowing them in an entire zoning district. Staff reviewed the potential to review each data center site through a separate Planned Unit Development (PUD) process. This would require both a zone change and an ordinance amendment for each facility, rather than a CUP application as the current request from the developer would allow. Nearby cities have adopted this process for data centers and Elk River could also consider a similar process, but staff noted that is not the request before the commission.

The Planning Commission unanimously moved to recommend denial of the ordinance request to amend Sec. 30-1293, adding data centers as a conditional use, as they felt the request to amend the entire district left too much uncertainty. The commission also asked the city council to consider a six-month moratorium on all data center applications.

Financial Impact
None

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

Attachments
1. Planning Commission Memo dated June 23, 2026
2. Ordinance Amendment Narrative
3. Data Center Questions and Answers
4. Swervo Development Company Bio
5. Updated Noise Study received July 1, 2026
6. Draft Ordinance 6-23-2026
7. Map of I-1 and I-2 Zoning Districts
8. City Council Staff Report dated June 15, 2026
9. Public Comments as of 7-1-2026

Request for Action

To
Planning Commission

Item Number
5.3

Meeting Date
June 23, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment and Conditional Use Permit: Data Center, Michael Margulies - 19178 Industrial Blvd NW

Reviewed by
Katie Porath

Action Requested

The public hearing was opened, and continued, to June 23, 2026. After receiving the presentation from city staff and asking questions of staff, the commission should receive public comments related to the ordinance amendment application.

After receiving public comments, the commission will close the public hearing for the ordinance amendment and continue the hearing for the Conditional Use Permit Application to July 28, 2026.

The Planning Commission has two options:

1. Make changes or modifications to the draft ordinance and recommend approval of the ordinance to be considered by the City Council on July 6, 2026.
2. Recommend denial of the requested ordinance amendment. The denial must include specific reasons for the recommendation.

Background/Discussion

The Planning Commission and City Council have both held a public hearing regarding an ordinance amendment to allow data centers in the I-1 zoning district, and a Conditional Use Permit (CUP) to allow a new data center facility at 19178 Industrial Boulevard NW.

The public hearings generated a significant number of questions and comments about the applicant, project, data centers in general, and how the city would regulate or monitor these facilities. At both meetings, staff stated that they would complete additional research and coordinate with the appropriate entity to provide written responses at the June 23, 2026, Planning Commission meeting. Responses to those questions are included with this staff report.

The applicant also stated that a noise study, specific to their proposed facility at 19178 Industrial Boulevard NW, would be available for review by June 23, 2026. The completed study is attached to this staff report.

The city has also received a number of written comments from the public, and all the letters received as of June 18, 2026, are included for review.

City Review

As the applicant submitted both an ordinance amendment to add a new use to an existing zoning district, and a CUP to utilize a new facility at the same time, the two conversations have largely been discussed as one topic. However, these are two very different land use requests and should be discussed separately to ensure each is reviewed on their own merits.

With that in mind, staff has notified the applicant that the Planning Commission will only be asked to make a recommendation on the ordinance amendment during the June 23, 2026, meeting. The city council will also be asked to review a draft ordinance on July 6, 2026.

Action on the CUP application is scheduled for a later meeting on July 28, 2026, and will be evaluated based on an adopted ordinance.

If the City Council does not adopt an ordinance allowing data centers in the I-1 district, the Planning Commission is still required to review the CUP application. However, the recommendation would be to deny, as the use is not allowed.

The remainder of this memo will focus on the draft ordinance included with this staff report.

Ordinance Amendment

City staff have been working closely with the city attorney to draft an ordinance that attempts to address concerns raised during the public hearing. Specifically, distance from residential areas, water use and contamination, noise - from both the cooling equipment and backup generators, air pollution, and ongoing monitoring.

First, the draft ordinance requires the data center facility to be at least 750 feet from any residential structure and at least 500-feet from the nearest residentially zoned property. These setbacks were established by reviewing the current data center setbacks from residential properties and peer community ordinances. The two existing data centers have more than 50 homes within 750 feet of their boundaries and are located across the road from residential zoning districts. The city receives very few complaints regarding their operation.

Additionally, the proposed limits on data center size (35 MW) also limit the scope of impacts that a data center will have on the surrounding communities. Much of the concern regarding data centers has come from the very large 100 MW+ facilities that require significantly more cooling, power, and backup generation. As an example, Monticello's ordinance has the same 500-foot setback from residential properties but could allow a facility of 500+ acres without a cap on energy uses. The energy cap would also be memorialized with an agreement with the city's power provider, ERMU, to ensure both entities are in agreement.

Second, cooling systems are required to be air-based systems that require zero consumption of water. Closed loop systems that require a cooling tower and "blow down" procedure to extract heat from the facility would not meet this standard. The draft ordinance limits the total water usage to 250,000 gallons per year. This limit serves as a check to ensure water is not used for cooling needs. Staff identified this limit by reviewing typical water usage for industrial facilities and annual water usage per employee.

Third, noise generated by a data center, or any industrial operation in the city, must comply with Minnesota Pollution Control Agency (MPCA) noise standards established in Minn. Rules Ch. 7030. The draft ordinance requires a noise analysis to be completed by a third-party engineer prior to submitting the application. The specific noise study requirements described in the draft ordinance include: baseline noise levels around the facility, daytime and nighttime noise levels expected upon project completion, A-weighted(dBA) and C-weighted (dBC) comparisons, sound level monitoring and projections for multiple distances from the facility, specific noise mitigation recommendations, a post construction compliance evaluation, and annual noise monitoring.

The MPCA sets noise standards that preempt local government regulations. This means that the city cannot establish standards that are more restrictive than those established under Minn. Rules Ch. 7030.

Fourth, backup generators are restricted to emergency use and may only be used when the primary source of power has been interrupted or is unavailable. The draft ordinance allows routine generator testing and requires all testing to occur between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The ordinance also grants the city authority to impose additional restrictions when testing creates unexpected impacts on adjacent communities.

Most back-up generators are powered by diesel and, under the parameters of the draft ordinance, would be the most likely source for air pollution from a data center. The developer is required to work with the MPCA to verify whether an environmental review will be required. If one is required, it must be completed prior to submitting an application for approval. Documentation of the MPCA's decision will need to be provided.

Finally, the draft ordinance requires a decommissioning plan to ensure the city is not left with a facility that cannot be used for a different use in the future. This plan would need to be prepared by a qualified professional and would be binding on any future operators.

Planning Commission Action

In considering adoption of an ordinance to allow data centers in the I-1 and I-2 zoning districts, the Commission should consider all verbal and written testimony. Topics for the commission to review include: whether this is the appropriate zoning district, could the standards of the draft ordinance be modified to better address concerns from the public, are there any standards that have not been included but should, and does the ordinance protect the health, safety, and general welfare of the community.

When considering changes to the standards, please note that the requirements must be measurable and must not conflict with state and federal rules or laws.

Financial Impact
None.

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

Attachments
1. Data Center Questions and Answers
2. Updated - Draft Ordinance 6-22-2026
3. Prior Version - Draft Ordinance 6-18-2026
4. Map of I-1 and I-2 Zoning Districts
5. Swervo Development Company Bio
6. Summary Report for Data Center Noise dated Jun 16, 2026
7. Public Comments as of 6-18-2026

8. City Council Staff Report dated June 15, 2026
9. Handout - Jesse Lang
10. Presentation

Legal Description of Property
Proposed Ordinance Language
Elk River City Code Section 30-1293(d) allows data center use as a conditional use.
A Written Narrative
Applicant is the contract purchaser of the 1917 8 Industrial Blvd NW (the "Property") The Property is zoned L-1 (Light Industrial). Applicant desires to use the Property for data center purposes. The Elk River Zoning Code does not have show data center as a use--permitted, conditional or otherwise,--within the Code. Applicant seeks to amend Elk River City Code Section 30-1293(d) to add data center use as a conditional use. The Property is in a industrial setting and is completely surrounded by industrial and manfuacturing uses. The survey attached to this application shows that there is no residential use within at leat 500 feet of any boundary of the Property.

Written Responses to Public Hearing Comments Regarding the Proposed Data Center at 19178 Industrial Boulevard

The following questions and comments were gathered during the public hearings held by the Planning Commission on May 26, 2026, and the City Council on June 15, 2026. The responses are from research and analysis completed by city and ERMU staff and, when noted, from the applicant.

1. **Who is Elk River Capital, and are they related to the proposed facilities in Monticello or Elk River Technologies, LLC (Becker)?**
   Applicant response - Elk River Capital is a single purpose Minnesota limited liability company that will own and operate the Elk River facility. The facility will be operated under the tradename "Irongate Data Center"--which is a business name, not an entity. Elk River Capital LLC is wholly owned by Swervo Development Corporation, of which Mr. Abdul is the principal. Swervo is a Minnesota corporation based in Minneapolis and is the owner of various commercial, industrial, retail and residential projects. A short resume of recent representative Swervo projects is attached.

   Applicant Response - There is no connection with their organization and the proposed facilities in Monticello or Becker, and they have no connection with Elk River Technologies, LLC.

   Applicant Response – Those projects are in a completely different class than what is being proposed for Elk River. Becker is a 600-Megawatt facility. Monticello is 400+ megawatts. Elk River is 23—eventually, at most, 33 megawatts. It's easy to throw all these projects into the same bucket but there is virtually nothing the same about them. It's really important to make that distinction.

2. **Why are multiple companies/LLCs used for the application and operation?**
   Applicant's response - Michael Margulies is a consultant hired by Swervo and his company is Newton RES LLC. Mr. Margulies often submits applications for Swervo under his company name to ensure he receives all notices and staff responses related to the application. Newton RES LLC is not involved beyond assisting the owner (Swervo) with the entitlements.

3. **Why is Elk River Capital interested in this site?**
   Applicant's response - Elk River Capital is interested in the site because; (a) the building is located in an industrial area that is most appropriate to the operation of a data center; (b) the building is of a type and size that can be effectively and economically repurposed for data center purposes; (c) the current owners are going out of business and repurposing the site would result in the site continuing to be put to good use as opposed to the building being abandoned; (d) ERMU encouraged Elk River Capital to consider the site because the city has power availability and the project would benefit both the operator and the city.

4. **If an ordinance allowing data centers passes, what would this mean for future data center construction in the city?**

   A future data center would need to comply with the standards of the ordinance. The proposed ordinance requires a Conditional Use Permit, which requires a public hearing at the Planning Commission and City Council, along with multiple design and performance standards. A public hearing notice is required to notify property owners within 500 feet of the subject parcel.

   In addition to the ordinance standards, the developer is required to work with Elk River Municipal Utilities ERMU to ensure their power needs can be met.

5. **What is the difference between a cloud computing data center, an edge data center, and an AI data center?**

   Cloud computing and AI data centers generally differ in the hardware that is installed within the facility. Cloud computing facilities don't rely on specialized computer chips. They share server space with multiple tenants and act as a digital warehouse for data. They are operated by large corporations, such as Amazon, Microsoft, Google, and Meta as well as other companies that require the storage of electronic information data. These facilities host compute, storage, and networking resources for enterprises and consumers worldwide.

   An edge data center is generally smaller in both size and energy needs (typically under 50 MW), located closer to end users and network hubs to reduce latency. They require less power, less transmission infrastructure, and have a smaller footprint that large cloud or AI facilities.

   Developer Note - A Colocation Edge Data Center refers to a data center that enables you to rent out space for your own hardware. For example, instead of using your own on-premises space for your servers, cables, networking devices, and other computing equipment, you can rent out space in a data center. A colocation edge data center involves including the servers and other equipment from numerous companies in a single data center. The hardware is often owned by the business renting the space, and the data center staff only houses it or may assist in its operation. Enterprise customers use colocation edge data centers to store their servers and other gear required for regular business operations. Colocation ensures adequate bandwidth while providing shared, secure areas in cool, controlled surroundings suited for servers.

   AI data centers are a purpose-built, high-density facility, and power needs generally exceed 100 MW. They are built for a single purpose and utilize specialized computer chips to process massive amounts of data.

   All data centers require large amounts of energy and specialized cooling systems, but AI data centers are larger, use more resources, and incorporate specialized equipment.

The draft ordinance does not differentiate between these two types of facilities. The draft ordinance addresses the external impacts of the facility, regardless of the data processed inside. Standards limiting energy use (in coordination with ERMU), cooling equipment, footprint, and noise are applied equally to any data center application. Together, these limitations limit the size of facilities that could be developed in the city.

6. **How does the proposal compare to the existing data centers in the community?**
   The existing data centers were constructed in 2006 and 2007 with design capacities of 10 MW and 20 MW. The facilities are cloud/data storage facilities. They are approximately160,000 SF and 240,000 SF in size.

   The nearest residential structure is approximately 330 feet away and there are 50+ homes within 1,000 feet.

   The proposed facility is approximately 60,000 SF in size and has a design capacity for 33 MW of power. The nearest home is 930 feet away.

7. **How does the electricity for the facility get here, how is it paid for, how will it impact the rates? will the city or ERMU need more substations?**
   Electricity in Elk River is delivered over the Mid-continent Independent System Operator (MISO) Transmission Grid through the Great River Energy Regional Transmission Grid, to ERMU's local distribution grid, and to the customer. MISO is one of seven independently operated, but interconnected, transmission grids across the nation. MISO buys electricity from numerous generation sources within the MISO Transmission Grid to meet the demand it receives from the electric utilities within the MISO energy market.

   ERMU purchases electricity from Minnesota Municipal Power Agency (MMPA), a wholesale power provider, who in turn purchases the electricity for its members through the MISO energy market. ERMU receives a monthly invoice from MMPA for its energy usage. ERMU pays the invoice using funds received from rate payers. Customer bills are based on energy usage and rate class (e.g. residential, commercial, industrial).

   A single large energy customer, such as a data center, has a stabilizing effect on rates. Data centers use large amounts of electricity and require a relatively small amount of infrastructure and minimal operational costs. High revenues with minimal cost stabilizes rates because overhead and operating expenses are spread across a larger volume of energy sales, reducing the cost burden on other customers.

   If the requested data center were to be approved, ERMU would expand an existing substation to enable the installation of a third transformer. The data center developer would be required to pay for all costs associated with the expansion and the new transformer.

8. **What are the results of the noise study?**
   The noise study reviewed existing ambient noise levels near the facility, the expected noise generated by the proposed chillers and generators and made recommendations for on-site noise mitigation. The study evaluated both high and low-frequency noise as well as C-weighted noise levels.

   The results show that with the recommended noise mitigation measures, the expected noise levels will not exceed Minnesota Pollution Control Agency (MPCA) standards for residential or industrial areas. The full noise study is attached to the June 23, 2026, Planning Commission packet, and will be provided upon request.

   Additionally, to ensure compliance with the state noise standards, the draft ordinance includes post-construction verification and annual verification for continued compliance.

9. **Were any of the noise study tests done from the AEGIR patio?**
   The independent third-party noise study included a receiver (spot at which noise levels are calculated) along the property line between AEGIR Brewing and the proposed data center site – location G. This is between the chillers and AEGIR.

   The study found that with the recommended noise mitigation, the site meets MPCA limits for commercial property. This is a higher standard than what would be required of an industrial property, which is where both operations are located.

10. **What are the specifications of the diesel generators? Model, capacity, and expected annual use? How can this impact the air quality in the area?**
    The noise study includes this information and identifies the specific generator as a 2,500 KW Cummins Diesel Generator – model DQKAN. The proposed facility would include 10 generators.

    The annual use would be limited to emergency/backup use only. This includes up to 100 hours for annual testing, and 400 hours for backup use. The regular testing of these generators would be limited to the hours between 8:00 a.m. and 4:00 p.m. Monday through Friday.

    The developer is also required to verify with the Minnesota Pollution Control Agency (MPCA) that the use of these generators does not require an environmental review.

11. **How much water are you going to be using?**
    The proposed system, and the requirements of the draft ordinance, limit the facility to standard office/business water usage. The existing facility had previously used nearly one million gallons of water at its peak operation. The draft ordinance caps water usage at 200,000 gallons per year.

    Water usage will be monitored annually and must be reported to the city along with the annual noise monitoring.

12. **How does the closed loop cooling system work? What chemicals are in the system? How are potential leaks contained? How will these be filled initially and will the cooling towers require any water from the city's water system? Is there any physical connection between the cooling towers and the municipal water system? What is a blowdown?**
    The developer has proposed, and the draft ordinance requires closed loop cooling equipment. The specific model proposed by the developer, identified in the noise study, is a York model YVFA0459, 550 nominal ton air-cooled screw chiller.

    A chiller has a mechanical compression device that converts energy into compressed refrigerant by using a compressor. The compressed refrigerant is piped to a condenser that rejects the heat from the refrigerant to the atmosphere or some type of liquid coolant. The compressed refrigerant changes from a gas to a liquid in the condenser and is piped to an evaporator where it is metered or expanded in the evaporator. The expansion of the high-pressure liquid refrigeration reduces the temperature of the evaporator. The liquid to be cooled is pumped through the evaporator heat exchanger and heat is transferred to the refrigerant. The low-pressure vapor is carried back to the compressor, and the cycle begins again for the refrigerant. The coolant flows from the evaporator heat exchanger to the load where the heat is transferred to the coolant in the load heat exchanger and then returns to the evaporator to repeat the cycle. https://www.airbestpractices.com/technology/cooling-systems/six-basic-types-liquid-cooling-systems

    These chillers use a water-glycol mixture (similar to an automobile cooling system) that cycles through the facility to absorb heat from the servers and an R-134a refrigerant to absorb and remove heat from the water mixture. This proposed equipment does not use a cooling tower where water (from the municipal system or a well) is used to remove heat from the internal closed loop system.

    The glycol mix along with the refrigerant will be delivered to the site in tankers or other containers. The draft ordinance also prohibits any physical connection between the cooling/chiller equipment and the municipal water service.

    A "blowdown" is not utilized for a chiller but can be used for other cooling systems that rely on cooling towers and external water sources. The proposal does not include this type of equipment.

13. **Will there be ongoing monitoring and enforcement if noise or environmental impacts are exceeded?**
    The draft ordinance requires post-construction noise verification and ongoing noise monitoring. If noise levels exceed state standards, they are required to construct the necessary mitigation measures or risk losing their approval.

14. **Are the construction jobs to build the data center going to be local?**
    This will be up to the developer. The city does not have the legal authority to regulate the companies hired to complete the work beyond ensuring they are licensed to do the work.

15. **Who is responsible for data center updates as they are supposed to last 10 years?**
    The developer would update and maintain their facility to ensure continued operation within approved standards. Nearly every business has an uncertain life expectancy, including the business which formerly utilized the proposed site.

16. **How did this get on the schedule?**
    The applicant submitted a land use application to the city. Upon acceptance of a complete land use application, the city is required to process the request in accordance with city codes and state law. This includes required public notices and established meeting timelines.

    It would be illegal to ignore or refuse to process a legal application. State law mandates that the city acts and makes a formal decision to approve or deny the application within 60 days or, when additional time is needed for a complete review, the timeline can be extended to 120 days.

    Due to the extended review period required for the current applications, the review timeline has been extended to the full 120 days, and the city must make a formal decision by August 25, 2026.

    If the city did not process the applications within the required timeline, by law, they are automatically approved.

17. **Which council members have been paid off?**
    No Councilmember has received remuneration to support this application. The City of Elk River has a Conflict-of-Interest Ordinance that is more strict than state law.

18. **Have the city council members signed an NDA?**
    No member of the Elk River City Council or city staff has signed a Non-Disclosure Agreement.

19. **What are the benefits to the city?**
    As with any new commercial or industrial development, projects can contribute to the local economy through the addition of employment opportunities and an increase in the tax base. This type of development may also provide services or products that support the needs of residents and businesses. The specific benefits of each project vary depending on its size, nature, and long-term viability.

    Jobs created by a facility vary by industry and type. The applicant states the proposed 60,000 SF facility will create 40 jobs. A similarly sized warehouse would create between 30 and 40 jobs. Warehouses are allowed in the same zoning district.

Additionally, the revenue sharing program between the city and ERMU, which is in addition to property taxes, will generate a significant amount of revenue for the city.

20. **What will the city do with the money?**

Data center operations are required to pay property taxes, the same as any other business. ERMU, as a public entity, does not pay property taxes. Instead, they pay the city an annual Payment In Lieu of Taxes (PILOT), which by mutual agreement is 5% of the revenue generated from electric use in the City of Elk River. The city uses the annual PILOT to fund portions of the General Fund, park improvements, and equipment/vehicle replacement. The current PILOT reduces the city property tax burden by approximately $1.7 million.

The projected new revenue is based on estimated electric usage and the final rate. The rate has not yet been established by ERMU, but early estimates show a potential increase of $600,000 - $800,000 annually.

If a data center is approved, the City Council will decide how to use the funds during the budget process.

21. **Will this impact property values?**

Property values are determined by the Sherburne County Assessor's Office and based on comparable land sales in the area.

Residential property values near the existing data centers, which are closer than the proposed data center, have followed similar market trends that have been observed throughout the community.

Swervo Development Corporation is a Minneapolis based real estate development company specializing in new developments in all sectors of the real estate market including commercial, high-rise office and mixed-use projects, industrial, multifamily and tech sectors. Since 1999 the Company has been actively engaged in all stages of the development process, including planning, design, construction and property management. It is known for its ability to develop or convert special use properties.

The Company currently owns and manages several million square feet of commercial, multifamily, industrial and tech space both in the Twin Cities area and nationally.

Swervo Development is known for tackling challenging and historic properties, converting them into new, functional spaces such as office buildings, event venues, and residential units while maintaining the historic character of the buildings. It has also successfully developed and constructed significant new buildings and projects in historic neighborhoods.

Recent significant Swervo projects in the Twin Cities include:

- **Steelman Exchange—241 5th Avenue North, Minneapolis :** Swervo Development developed this new ten story office development in the Minneapolis historic North Loop District.

- **Western Container Building—500 North 3rd Street, Minneapolis,** The Company's conversion of the 1908 55,000 square foot office and creative space development in the Minneapolis North Loop neighborhood.

- **Internet Exchange Building --419 North Washington, Minneapolis**. Swervo Development converted this 1913 five story building located in the Minneapolis Warehouse District to 85,000 square feet of commercial office space.

- **The Minneapolis Armory**: Swervo Development converted the historic Armory building into an 8,400 person capacity concert and event venue.

- **510 Marquette Ave**: The Company renovated the former Federal Reserve Bank building into a modern office space.

- **Shakopee Amphitheater**: Swervo developed and, commencing in summer of 2026, will operate in partnership with Live Nation a 19,000-seat outdoor event venue at Canterbury Park in Shakopee.

- **Former YMCA building**: The Company performed a major renovation, transforming the six-story, 140,000-square-foot building into modern office and retail space, creating state-of-the-art office space attracting tech startups, marketing firms, and other creative businesses.

- **Woodbury Gold Line Development**: Swervo recently developed a 56-acre commercial and entertainment project at the intersection of Highways 494 and 94 in Woodbury. The project features a newly opened Topgolf facility, a Main Event entertainment venue, along with a residential and fitness center properties currently in development.

- **Uptown Theater**: The Company redeveloped the vintage theater into a 1,600-seat entertainment venue, successfully preserving a historic designated property.

- **The Penhurst Collective:** Swervo converted a former 1950s Bryn Mawr neighborhood office building into a 109-unit apartment complex by adding three stories, all as part of multi-phase residential project including senior living, apartment, and townhome units.

- **The Max:** Swervo's conversion of The Max Minneapolis, located in the Prospect Park neighborhood of Minneapolis, involved transforming the original 1917 Maxwell Car factory into a 166-unit residential loft building. The project restored original features like brickwork and cement beams while adding modern amenities, resulting in a historic warehouse loft conversion that offers studio apartments and a modern living experience.

- **Woodbury Gold Line Data Center.** In 2024, the Company acquired and repurposed the Hartford Building at 500 Bielenberg Drive in Woodbury into a 17.5 Mw data center.

Summary Report on Data Center Equipment Outdoor Noise Control

19178 Industrial Blvd
Data Center Site
Elk River, Minnesota

Site Acquisition Phase

June 16, 2026

Prepared for
Elk River Capital, LLC
510 First Avenue North, Suite 600
Minneapolis, MN 55403

ESI Project 3205

Prepared by: Ryan L. Skoug, P.E. (OR), INCE Bd. Cert.

esi engineering

Supporting Innovative Design
Structures | Vibration | Noise | Monitoring

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B. Location 2 – Ambient Noise Monitoring Data Plots

INTRODUCTION

We understand Elk River Capital is developing the 19178 Industrial Blvd data center project in Elk River, Minnesota. Ten chillers and ten emergency power generators will be installed at the existing building (see Figure 1). All the chillers may run continuously during daytime and nighttime hours. Only one generator will ever run at a time for maintenance, and only during daytime hours.

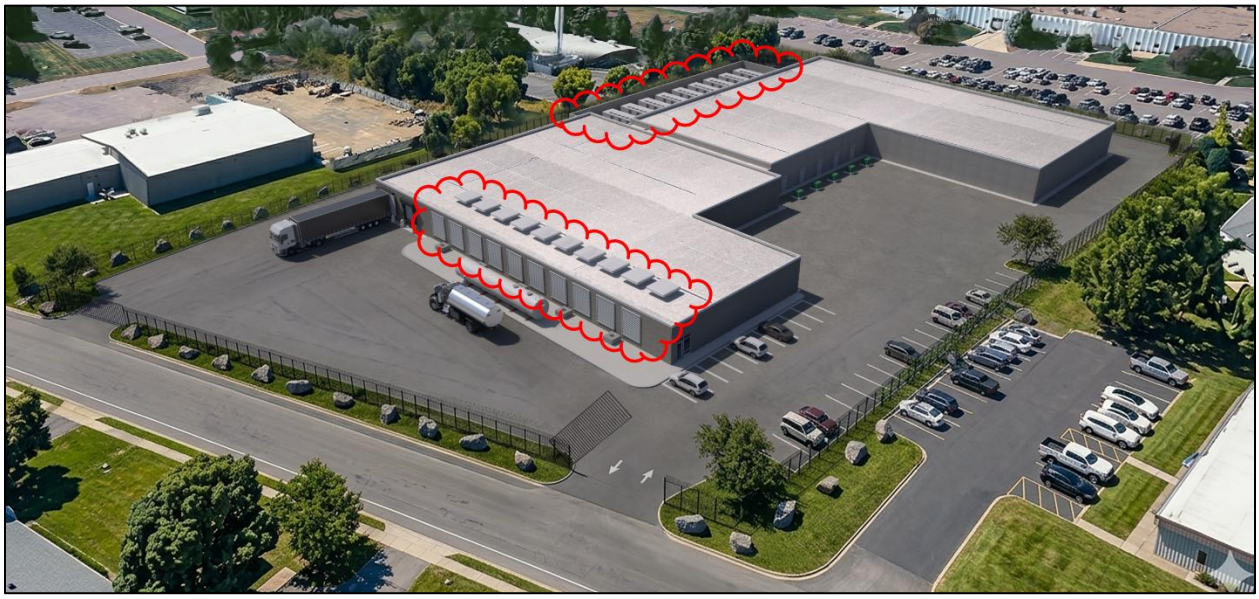


Figure 1: Rendering of the 19178 Industrial Blvd data center site with the current chiller mechanical yard and the generator intake and discharge air openings clouded.

Noise from the new equipment must meet the City of Elk River and State of Minnesota (MPCA) requirements at neighboring properties. The City of Elk River is requiring the project team to provide a sound study as part of the Conditional Use Permit application. The study must include monitoring of the existing noise levels near the project site, evaluation of the new data center equipment outdoor noise levels at nearby properties, a comparison of the results to MPCA noise requirements, and a comparison of the results at residential receivers to additional low-frequency noise design goals. The following report sections provide a summary of our findings.

EXECUTIVE SUMMARY

The following is a summary of the findings provided in this report:

1. Noise Requirements: Minnesota Rule 7030: Noise Pollution Control, establishes maximum allowable L10 (10^{th} percentile, louder levels) and L50 (50^{th} percentile, median levels) noise levels during daytime and nighttime hours based on the receiver type. The more stringent L50 requirements are 50 dBA nighttime / 60 dBA daytime at residential receivers, 60 dBA at educational receivers, 65 dBA at commercial receivers, and 75 dBA at industrial receivers.
2. Site Conditions: The 19178 Industrial Blvd data center site in Elk River is within an industrial park. There are residential receivers over 700' to the northeast, educational receivers over 500' to the north, the nearest commercial receiver is along the south property line, and industrial (manufacturing and street-right-of-way) properties are around the remainder of the project site. The terrain around the site is relatively flat, with only some increase in elevation to the northeast. The dominant noise sources at the data center will be the new chillers that run all the time, and the generators that only run for maintenance quarterly.
3. Ambient Noise Study and Observations: Ambient noise levels were monitored at the project site and close to nearby residential properties. The noise levels were evaluated between the 7:00 AM hours of Sunday, June 14^{th} to Monday, June 15^{th}. This period had low wind speeds (especially at night) and reduced traffic quantities. The measurements yielded hourly L10 and L50 sound pressure levels which were then compared to the MPCA requirements. The dominant noise source during the monitoring period was traffic noise on the adjacent County Road 1. While the traffic noise levels at the residential location did not exceed the MPCA limits during the daytime hours and most of the nighttime hours, noise from trains and vehicular traffic did exceed the limits during the 4:00 AM, 5:00 AM, and 6:00 AM nighttime hours.
4. Equipment Noise Analysis: Using site layouts, site topography, and manufacturer provided sound power data for the new equipment, calculations were prepared to evaluate outdoor radiated noise from the new chillers and an emergency power generator. Noise mitigation components included barrier walls around the chillers, and sound attenuators at the generator intake air, discharge air, and combustion exhaust paths. Noise contour plots were created to show the noise levels at receiver locations within 1,000' of the site. The analysis results show that the MPCA requirements are met at all nearby receivers.

NOISE CONTROL AND TERMINOLOGY

In the United States, there is particular concern lately regarding enforcement of noise emanating from data center sites. The Minnesota Pollution Control Agency (MPCA) provides outdoor noise control guidance in their document "A Guide to Noise Control in Minnesota" (MPCA Guide). However, many municipalities and residents have questions that are beyond the scope of the MPCA Guide. The following provide answers to noise questions commonly asked by the public from the perspective of ESI noise control engineers who have experience evaluating data center sites.

Noise Level Evaluation

Noise levels are commonly measured with a sound level meter, which detects acoustic pressure variations in air and quantifies the variations as decibels (unit symbol dB). A young, healthy human ear can sense acoustic pressure variations between 20 Hz (very low frequency or pitch) and 20,000 Hz (very high frequency). Humans are most sensitive to sounds between 1,000 and 5,000 Hz, and less sensitive to sounds at lower and higher frequencies. To simulate the response of the human ear, sound level meters can filter the low and high frequencies of the measured pressure variations. The most common filter is called the A-weighted filter (unit symbol dBA), which adjusts levels at various frequencies to roughly match how the human ear perceives loudness (see Figure 2).

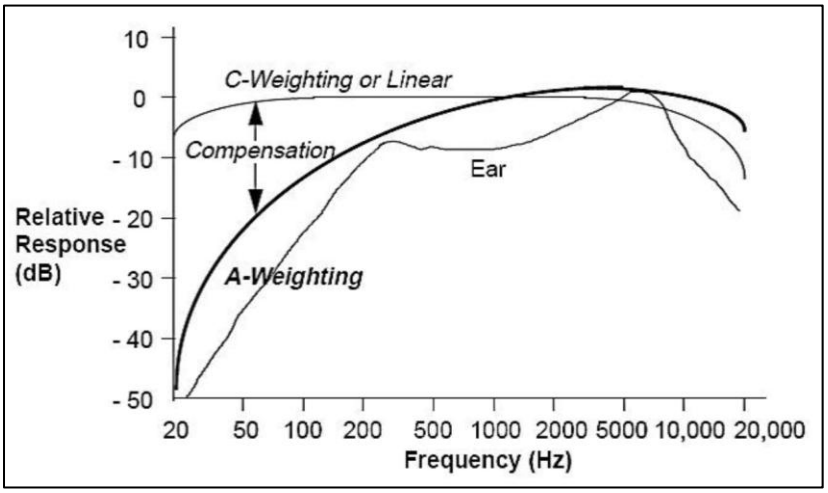


Figure 2: Comparison of human hearing to common filters (MPCA Guide, Figure 4).

Low-Frequency Noise

Research has shown that A-weighted sound levels best match how humans typically perceive loudness. However, C-weighting (unit symbol dBC) is a second common method, which does not filter as much sound at low-frequencies (also shown in Figure 2). Since people tend to be more accepting of continuous low-frequency sound, we usually only see C-weighted levels evaluated when dealing with music bass noise transmission into sensitive living spaces.

In recent months, many residents around the country have issued complaints about data center "low-frequency" noise and vibration concerns. While airborne, low-frequency sound does have the ability to produce noise-induced vibration if the amplitudes exceed minimum thresholds, we are unaware of any documented cases of data centers producing this issue at neighboring properties, and this has not been an issue for any of our other similar projects.

Distance Effects

Think of sound radiating away from a source near the ground as an ever-growing hemisphere into the open air. As noise travels away from a sound emitter, the sound level decreases with distance because the hemisphere is growing larger and the sound is being spread over a greater area. For every doubling of distance from the source, the noise levels are reduced by 6 dBA, as shown in Figure 3.

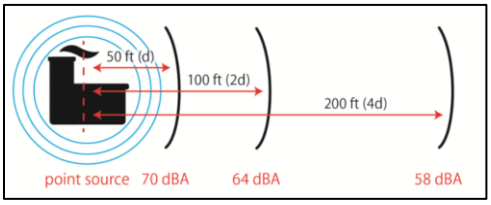


Figure 3: Illustration of sound reduction with doubling of distance (MPCA Guide, Figure 6).

Noise Source Addition

One common factor for noise amplification is increasing the number of noise units or sources. Sound levels from multiple sources add logarithmically. Figure 5 illustrates who every doubling in the number of sources with the same sound level increases noise by 3 dBA (e.g., 70 dBA + 70 dBA = 73 dBA). However, sources with levels that are more than 10 dBA different do not cause an increase in the combined level (e.g., 70 dBA + 60 dBA = 70 dBA). Therefore, the combined sound from two sources will increase the total noise level by 0 and 3 dBA.

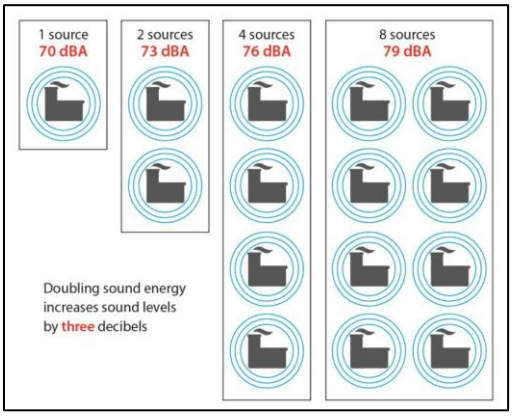


Figure 4: Illustration of sound level increase with doubling in the number of sources (MPCA Guide, Figure 7).

Atmosphere / Meteorological Effects

Wind speeds and direction, and temperature gradients (changes in temperature with elevation) both increase and decrease noise propagation to distant receiver locations. Within 300' of a noise source, environmental effects like wind and temperature inversion can be ignored. At distances greater than 300', these factors can increase or decrease sound levels.

- When temperatures are cooler near the ground, and/or winds are in the direction from the noise source toward the receiver, sound is refracted[1] down toward the receiver, which increases source noise levels at the receiver position (see example in Figure 5).
- When temperatures are warmer near the ground, and/or winds are in the direction from the receiver toward the noise source, sound is refracted up into the atmosphere, resulting in quieter source noise levels at the receiver position.

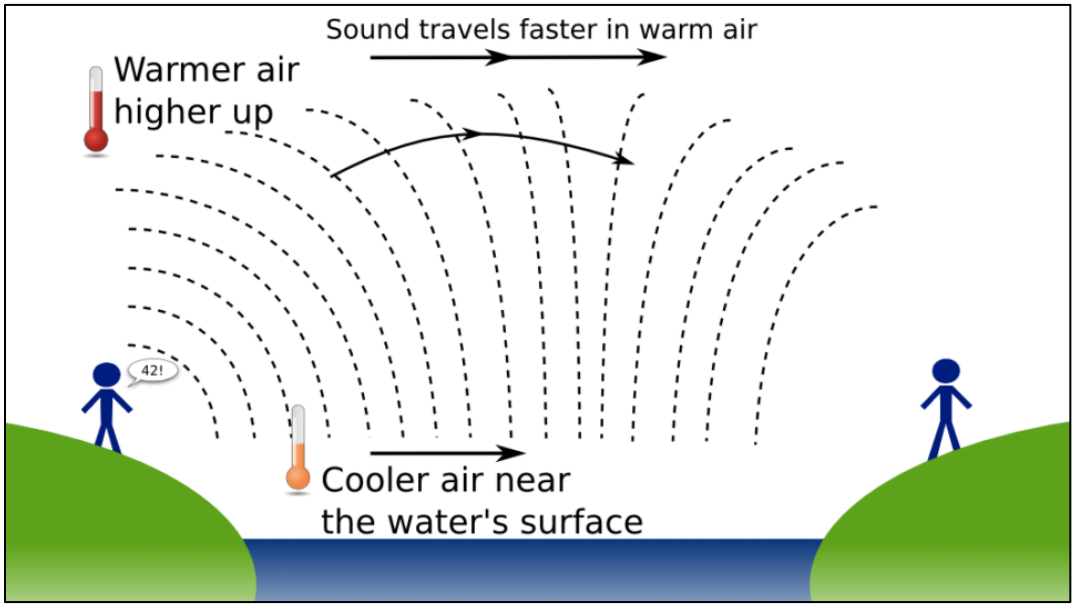


Figure 5: Acoustics Today image showing sound refraction due to temperature.

Our analysis uses ANSI S12.62[2] standardized methods to evaluate noise attenuation with distance, which includes a conservative assumption of "meteorological conditions which are favorable for propagation from the source to that receiver [under evaluation]." However, we also include an additional 2 dB meteorological factor with our calculations, with an understanding that, "values in excess of 2 dB are exceptional."

[1] According to the Oxford dictionary, refraction is the "change in direction of propagation of any wave as a result of its traveling at different speeds at different points along the wave front."

[2] ANSI-ASA S12.62 Attenuation of sound during propagation outdoors – Part 2; General method of calculation.

Barrier and Forest Effects

An engineering noise analysis should consider reflections from large flat surfaces and the barrier effect caused by walls, buildings, berms, and hills. Conversely, barrier effects produced by trees can be ignored unless there is a well-maintained, dense, evergreen forest that is more than 150' deep. For example, per ANSI S12.62, 150' of dense foliage reduces noise by only 2.3 dB at the 500 Hz frequency.

Ambient Noise Effects

Figure 6 shows how humans typically perceive changes in sound pressure levels. The MPCA requirements do not include criteria for how much change from the ambient noise levels (the background noise level that exists without the source level) is permissible. Unfortunately, because ambient noise levels are constantly changing over the course of a day, and the degree of change that is perceived as bothersome to people varies greatly, it is very complicated to develop and regulate requirements around the difference between ambient and source noise levels. Rather, the MPCA requirements provide maximum noise limits for varying receiver types, which sets an objective measure for what receivers may expect at their properties, and what producers must meet at neighboring properties.

± 1 dBA.....	Not Noticeable
± 3 dBA.....	Threshold of Perception
± 5 dBA.....	Noticeable Change
± 10 dBA.....	Twice (Half) As Loud
± 20 dBA.....	Four Times (One Fourth) As

Figure 6: Comparisons between decibel and perceived changes (MPCA Guide, Figure 5).

Figure 7 provides a comparison of sound pressure levels for common noises. It is especially helpful that the chart shows that "Quiet" suburban and rural nighttime levels may be around 35 dBA and 20 dBA, respectively. In ambient noise studies that we perform, these are the quietest levels that are measured. Nighttime levels typically range from 25 to 60 dBA, with average hourly levels in the 40's and 50's. These average levels are near the MPCA 50 dBA nighttime requirement for an L50 level at a residential receiver. In our opinion, based on project experience in many municipalities, the MPCA requirements are reasonable, and exceeding these limits would be too loud for many people.

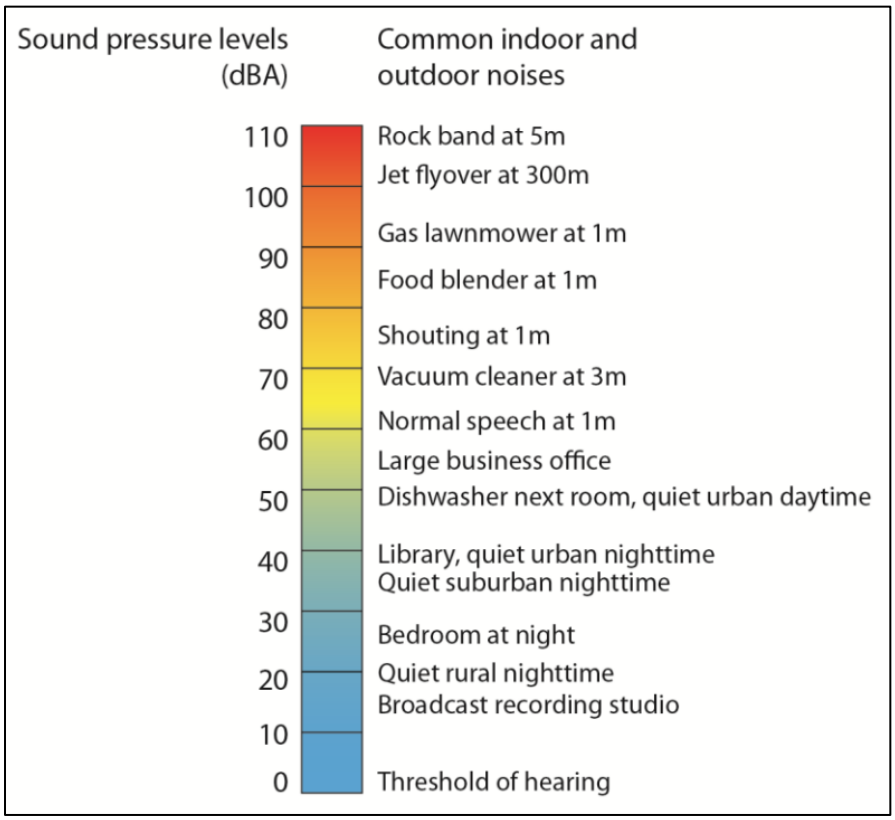


Figure 7: Noise level comparison chart (MPCA Guide, Figure 3).

Because the MPCA requirements are more stringent during nighttime hours, our analysis includes a comparison of calculated data center equipment noise levels to the nighttime noise limits. However, in general, time of day does not affect the propagation of sound. Data center equipment noise only tends to be more noticeable during nighttime hours because other sources of ambient noise are quieter and are not providing as much masking of the data center noise.

PROJECT REQUIREMENTS AND CONDITIONS

The following sections provide information on noise requirements and site conditions at the existing 19178 Industrial Blvd site in Elk River, Minnesota.

A. NOISE LEVEL REQUIREMENTS

The following is a review of outdoor noise level requirements that apply to the 19178 Industrial Blvd site in Elk River, Minnesota based on our review of the City of Elk River Code, the State of Minnesota Rules, and other published guidelines.

City of Elk River Code

The Code of Ordinances for the City of Elk River has noise requirements in Chapter 46 – Nuisances. Section 46-38 – Excessive Noise, states the following:

> *"It is declared to be a public nuisance for any person to make or assist in the making of any nuisance noise or any loud, unnecessary or unusual sound or any sound which annoys, disturbs or affects the comfort, repose, health, peace, or safety of others in the city."*

Unfortunately, the City Code does not include objective limits for noise at neighboring properties. Because opinions on what noise levels are annoying will vary from person to person, it is very difficult to enforce this requirement in and of itself.

State of Minnesota Rules

The State of Minnesota has requirements for maximum allowable noise levels per receiving land use in Minnesota Rule 7030: Noise Pollution Control, which was prepared by the Minnesota Pollution Control Agency (MPCA). Table A-1 shows the L10[3] and L50[4] noise limits per noise area classification (NAC). In general, NAC 1 is residential and educational land use, NAC 2 is commercial, NAC 3 is industrial, and NAC 4 is undeveloped. The requirements apply to all sources of noise with few exceptions. Daytime is defined as being from 7:00 AM to 10:00 PM, and nighttime is from 10:00 PM to 7:00 AM. The requirements are to be evaluated at the point of the nearest receiver over 1 hour periods, the sound level meter must use a 'Fast' time-weighting response, and the sound levels must be A-weighted.

[3] L10 is the sound level that is exceeded 10% of the time during a measurement period, which are the louder levels.

[4] L50 is the sound level that is exceeded 50% of the time during a measurement period, or the median level.

Table A-1: Minnesota Rule 7030 Maximum Noise Level Requirements

Noise Area Classification	Receiver Type	Daytime (7AM - 10PM)		Nighttime (10PM - 7AM)	
		L10	L50	L10	L50
1	Residential	65 dBA	60 dBA	55 dBA	50 dBA
2	Commercial	70 dBA	65 dBA	70 dBA	65 dBA
3	Industrial	80 dBA	75 dBA	80 dBA	75 dBA
4	Undeveloped	No Limits			

The State of Minnesota defines what authority the MPCA has in Minnesota Statute 116.07 Powers and Duties. Subd. 2.c of this statute states the following:

> *"The Pollution Control Agency shall also adopt standards describing the maximum levels of noise in terms of sound pressure level which may occur in the outdoor atmosphere, recognizing that due to variable factors no single standard of sound pressure is applicable to all areas of the state. … No local governing unit shall set standards describing the maximum levels of sound pressure which are more stringent than those set by the Pollution Control Agency."*

Project Requirements

Based on our review of the City of Elk River, State of Minnesota, and MPCA noise requirements, the following are requirements for noise that apply to the 19178 Industrial Blvd data center site:

1. The chillers will run continuously for more than 30 minutes of an hour. Therefore, the equipment must meet the more stringent L50 limits in Table A-1.
2. The chillers will operate during both daytime and nighttime hours. Therefore, noise from the chillers cannot exceed the nighttime noise level limits.
3. The generators will not be used for peak-shaving. They will only operate individually during daytime hours for maintenance runs and must meet the more stringent daytime L50 criteria. We assume emergency operation of the generators is exempt from the noise requirements.
4. The requirements cannot be any more stringent than the limits in Table A-1.
5. Noise shall be evaluated at the nearest receiver positions on the neighboring properties.
6. The following provides a summary of the land use activities that are located within 1,000' of the data center site per the specific NAC that apply to each:
    a. NAC 1 – Household Units.

b. NAC 1 Daytime Only – Educational Services (the Meadowvale Elementary School and Creative Kids Academy nighttime limits are the same as the daytime requirements because they are not occupied, nor have people sleeping within them, during nighttime hours).

c. NAC 2 – Recreational Trails, Business Services, and Restaurant (Aegir Brewery).

d. NAC 3 – Manufacturing, Utilities, Transportation, and Street Right-Of-Way.

e. NAC 4 – Undeveloped / Unused Land Areas.

Additional Design Goals

We understand the City of Elk River has asked for our evaluation to include specific and unique analysis findings for nearby residential receivers. The following is a list of the requests, along with our recommended design goals for this project. However, it should be understood that there are no MPCA requirements regarding these findings, and Minnesota Statute 116.07 does not allow for the enforcement of more stringent noise level limits than those set by the MPCA.

C-Weighted Limits

To evaluate the presence of loud low-frequency noise levels for this project, we will include a summary of the measured and calculated overall "dBC – dBA" levels at receiver positions. According to ASHRAE[5], "When the quantity dBC – dBA is large (e.g., greater than 25 dB), significant low-frequency sound is present. It is recommended that when specifying background sound levels in dBA, the dBC is also included in the specification and does not exceed the dBA reading by more than 20 dB." Therefore, the residential receiver low-frequency noise design goal for this project is a maximum dBC – dBA of 20 dB. The metric for measurements should be the hourly average (equivalent continuous, L_{eq}) sound pressure level.

Noise-Induced Vibration Limits

Airborne, low-frequency sound inside buildings can produce noise-induced vibration if the amplitudes exceed minimum thresholds. According to ASHRAE[6], indoor noise levels of more than 65 dB at 31.5 Hz, and 69 dB at 63 Hz, "are likely to generate vibration that may be perceptible. There is a slight possibility of rattles in light fixtures, doors, windows, etc." Therefore, because residential buildings provide about 15 dB of noise reduction at these frequencies, the residential receiver 31.5 Hz and 63 Hz maximum outdoor design goals for this project are 80 dB and 84 dB, respectively, measured as hourly L_{eq} sound pressure levels.

[5] 2023 ASHRAE Handbook of HVAC Applications, Chapter 49: Noise and Vibration Control, Section 2: Acoustical Design of HVAC Systems, Subsection 2.1: Receiver Considerations – Criteria Descriptions – dBA and dBC: A- and C-Weighted Sound Level.

[6] 2023 ASHRAE Handbook of HVAC Applications, Chapter 49: Noise and Vibration Control, Section 2: Acoustical Design of HVAC Systems, Subsection 2.1: Receiver Considerations – Criteria Descriptions, Fig. 6: Room Criterion Curves, Mark II.

B. PROJECT SITE CONDITIONS

The data center project site is located at 19178 Industrial Blvd in Elk River, Minnesota. The existing site is zoned 'Industrial' and has been used for manufacturing. As shown in Figure B-1, most of the neighboring properties are type NAC 3. There are also some NAC 1 properties to the north, NAC 2 properties to the north and south, and NAC 4 properties to the west and south. While the topography in this area is relatively flat, the terrain lines in Figure B-2 show that the ground elevations slope somewhat upward to the northeast.

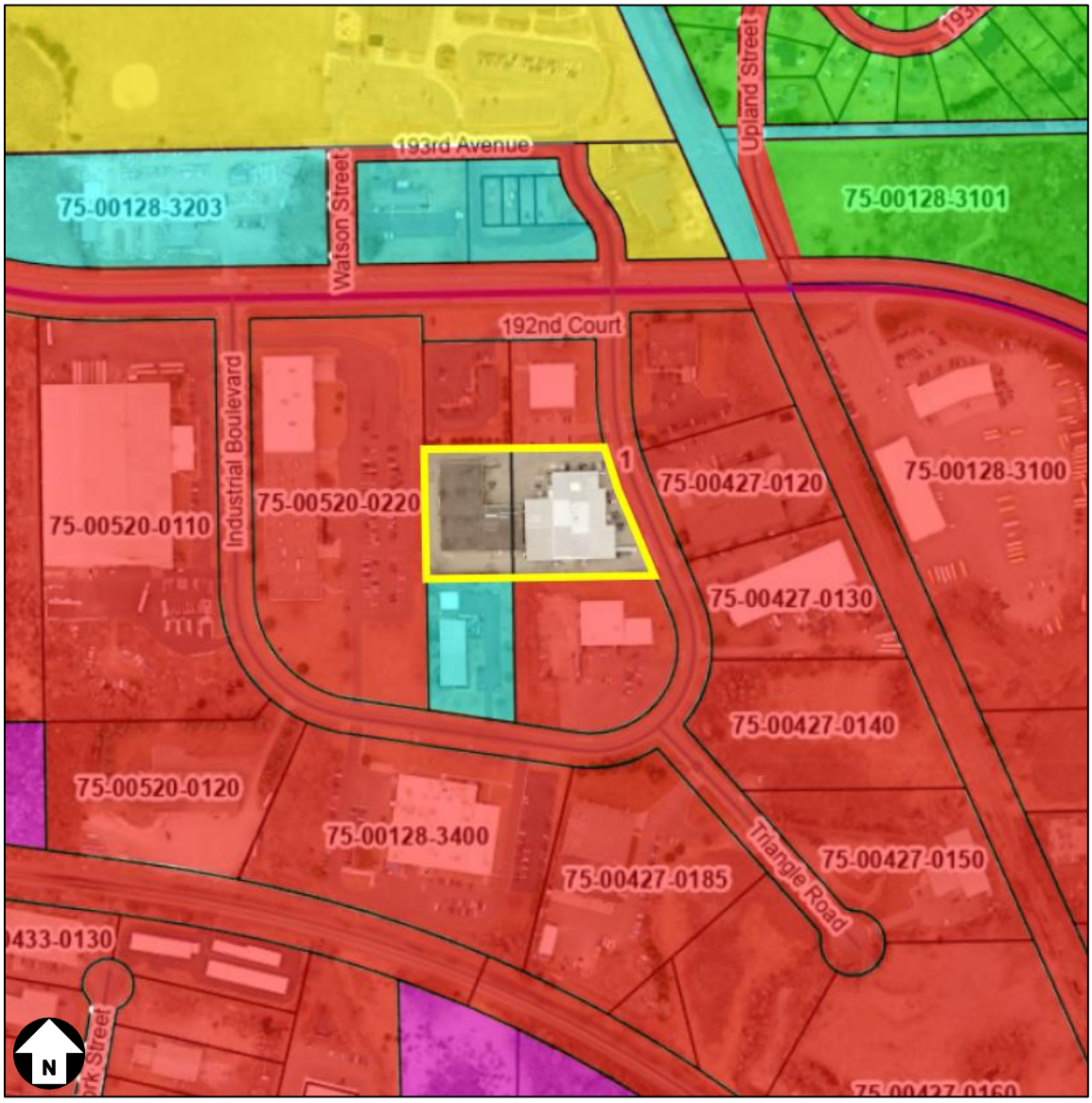


Figure B-1: Sherburne County property map image showing the 19178 Industrial Blvd site (yellow border) with the neighboring NAC 1 (green), NAC 1 Daytime (yellow), NAC 2 (blue), NAC 3 (red), and NAC 4 (magenta) receivers highlighted.

Figure B-2: MNTopo aerial image showing the topography around the 19178 Industrial Blvd site.

The project includes the installation of ten chillers and ten emergency power generators. As shown in Figure B-3, the chillers will be located either on the existing west rooftop or in a new mechanical yard on the south side of the building, and the generators will be housed in a room on the east side of the building. The generator room will have outdoor air intake openings through the rooftop, and cooling air discharge openings through the south wall. The generator combustion exhaust pipes will penetrate the rooftop and point straight up.

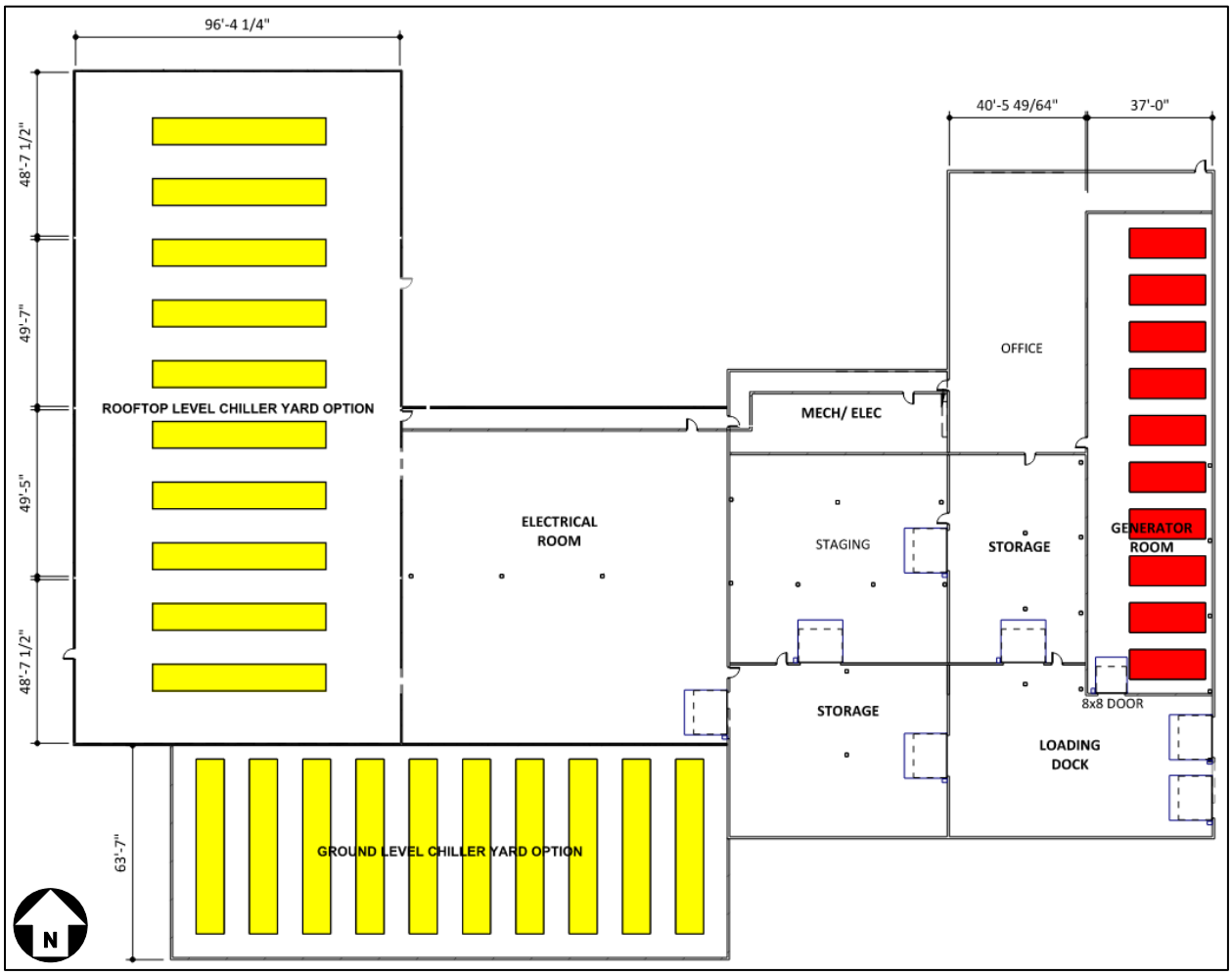


Figure B-3: 19178 Industrial Blvd equipment plan showing the locations of the proposed generators (red) and the chillers (yellows) at either the rooftop level or ground level.

NOISE ANALYSIS

ESI Engineering was asked by Elk River Capital to assist with the following equipment noise control services:

1. Monitor ambient noise levels at two locations near the project site.
2. Calculate the chiller and generator noise levels at properties within 1,000' of the 19178 Industrial Blvd site based on manufacturer provided sound data and the site conditions.

The following sections summarize our findings.

C. AMBIENT NOISE STUDY

Noise was monitored for 24 hours at the two locations around the 19178 Industrial Blvd project site that are shown in Figure C-1.

Figure C-1: Aerial image showing the noise monitoring locations.

The following items detail the monitoring conditions:

1. Existing HVAC – The existing building at the 19178 Industrial Blvd site has outdoor air handling units, which were operational during the noise monitoring period.
2. Location 1 – One monitoring system was located near the southeast corner of the 19178 Industrial Blvd site (Location 1 in Figure C-1, above). The monitoring equipment set up at Location 1 is shown in Figure C-2. The dominant noise source was traffic on County Road 1.

Figure C-2: Photo looking south toward the Location 1 monitoring equipment.

3. Location 2 – A second monitoring system was located near the south property line of nearby residential receivers to the northeast (Location 2 in Figure C-1). While there are closer residential receiver locations to the project site, these locations were also closer to nearby roadways. We did not want to manipulate the sound data with louder traffic noise levels, and therefore selected a position that was farther from the roads to better represent ambient noise levels in nearby residential backyards. The equipment was placed along a public trail (see Figure C-2), and the microphone had direct line of site to both County Road 1 and Upland St NW. The dominant noise source was traffic on County Road 1.

Figure C-3: Photo looking north toward the Location 2 monitoring equipment.

4. Equipment Setup – The noise monitoring systems captured continuous noise levels between the 7:00 AM hours from Sunday, June 14 to Monday, June 15, 2026. The noise monitoring followed the State of Minnesota requirements and the MPCA guidelines. The equipment logged hourly and one-second noise levels over a 24-hour period. The system also made audio recordings at the beginning of each hour and whenever the instantaneous level exceeded a set threshold.

The measured hourly noise level results at Locations 1 and 2 are provided in Tables C-1 and C-2, respectively (see Attachments A and B, respectively, for additional data plots). Each table allows for comparison of the noise level results to the applicable criteria from Section A, above, and includes the weather conditions. For any measured hourly result that exceeded the criteria, that value is shown in **bold red** text. Table C-1 compares the measured noise levels at the NAC 3 receiver position to the applicable MPCA requirements. Table C-2 compares the results to the criteria for an NAC 1 residential receiver, which includes the following for this project:

- Overall L10 (dBA) compared to the 65 dBA daytime and 55 dBA nighttime MPCA requirements.
- Overall L50 (dBA) compared to the 60 dBA daytime and 50 dBA nighttime MPCA requirements.
- Overall L90 (dBA) for information purposes only.
- L_{eq} at 31.5 Hz (dB) compared to the 80 dB maximum design goal (not a requirement).
- L_{eq} at 63 Hz (dB) compared to the 84 dB maximum design goal (not a requirement).
- Overall L_{Ceq} Minus Overall L_{Aeq} (dB) compared to the 20 dB maximum design goal (not a requirement).

Table C-1: Loc. 1 Measurement Results Compared to NAC 3 Criteria and Weather

Date	Hour	L10 Noise Level, dBA		L50 Noise Level, dBA		Weather Conditions			
							Wind		
		Measured	Criterion	Measured	Criterion	Temp	Speed	Dir	Condition
Sunday, June 14, 2026	7:00 AM	51	80	47	75	54 °F	14 mph	NNW	Fair
	8:00 AM	51		47		55 °F	18 mph	NNW	Fair
	9:00 AM	52		49		59 °F	18 mph	N	Fair
	10:00 AM	60		51		63 °F	15 mph	NNW	Fair
	11:00 AM	55		50		64 °F	16 mph	NNW	Fair
	12:00 PM	54		50		66 °F	17 mph	NW	Fair
	1:00 PM	53		49		68 °F	20 mph	NNW	Fair
	2:00 PM	53		48		68 °F	10 mph	NW	Fair
	3:00 PM	52		47		70 °F	14 mph	NNW	Fair
	4:00 PM	53		48		72 °F	14 mph	NNW	Fair
	5:00 PM	51		47		72 °F	17 mph	NNW	Fair
	6:00 PM	52		46		72 °F	9 mph	WNW	Fair
	7:00 PM	51		44		70 °F	14 mph	WNW	Fair
	8:00 PM	46		42		68 °F	9 mph	WNW	Fair
	9:00 PM	47		41		64 °F	6 mph	WNW	Fair
	10:00 PM	45	80	40	75	59 °F	0 mph	CALM	Mostly Cloudy
	11:00 PM	47		39		57 °F	5 mph	WSW	Mostly Cloudy
Monday, June 15, 2026	12:00 AM	44	80	36	75	57 °F	0 mph	CALM	Mostly Cloudy
	1:00 AM	38		35		50 °F	0 mph	CALM	Partly Cloudy
	2:00 AM	43		36		50 °F	0 mph	CALM	Partly Cloudy
	3:00 AM	46		39		46 °F	0 mph	CALM	Partly Cloudy
	4:00 AM	61		51		48 °F	0 mph	CALM	Mostly Cloudy
	5:00 AM	57		51		48 °F	0 mph	CALM	Fair
	6:00 AM	57		51		50 °F	5 mph	SSW	Fair

Table C-2: Loc. 2 Measurement Results Compared to NAC 1 Criteria and Weather

Date	Hour	L10, dBA		L50, dBA		L90, dBA		31.5 Hz Leq, dB		63 Hz Leq, dB		dBC-dBA, dB		Weather Conditions			
															Wind		
		Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Temp	Speed	Dir	Condition
Sunday, June 14, 2026	7:00 AM	53	65	49	60	44	-	49	80	48	84	8	20	54 °F	14 mph	NNW	Fair
	8:00 AM	51		48		45		47		47		9		55 °F	18 mph	NNW	Fair
	9:00 AM	53		50		46		53		51		11		59 °F	18 mph	N	Fair
	10:00 AM	55		51		48		56		51		12		63 °F	15 mph	NNW	Fair
	11:00 AM	56		51		48		54		51		10		64 °F	16 mph	NNW	Fair
	12:00 PM	56		52		49		56		55		11		66 °F	17 mph	NW	Fair
	1:00 PM	56		51		48		53		52		10		68 °F	20 mph	NNW	Fair
	2:00 PM	55		51		47		53		53		12		68 °F	10 mph	NW	Fair
	3:00 PM	53		49		46		51		51		11		70 °F	14 mph	NNW	Fair
	4:00 PM	53		50		46		51		51		10		72 °F	14 mph	NNW	Fair
	5:00 PM	53		50		46		48		51		10		72 °F	17 mph	NNW	Fair
	6:00 PM	53		49		45		49		51		10		72 °F	9 mph	WNW	Fair
	7:00 PM	52		47		41		46		51		11		70 °F	14 mph	WNW	Fair
	8:00 PM	52		47		40		44		51		10		68 °F	9 mph	WNW	Fair
	9:00 PM	52		45		39		46		50		10		64 °F	6 mph	WNW	Fair
	10:00 PM	50	55	43	50	36	-	43	80	44	84	8	20	59 °F	0 mph	CALM	Mostly Cloudy
	11:00 PM	50		40		34		46		47		10		57 °F	5 mph	WSW	Mostly Cloudy
Monday, June 15, 2026	12:00 AM	48	55	37	50	33	-	39	80	44	84	4	20	57 °F	0 mph	CALM	Mostly Cloudy
	1:00 AM	41		35		34		37		38		8		50 °F	0 mph	CALM	Partly Cloudy
	2:00 AM	45		36		34		46		46		10		50 °F	0 mph	CALM	Partly Cloudy
	3:00 AM	48		38		35		43		45		9		46 °F	0 mph	CALM	Partly Cloudy
	4:00 AM	62		49		41		53		56		10		48 °F	0 mph	CALM	Mostly Cloudy
	5:00 AM	56		52		47		51		53		8		48 °F	0 mph	CALM	Fair
	6:00 AM	58		54		50		52		55		8		50 °F	5 mph	SSW	Fair

The following summarize the measurement results:

1. Based on a review of the audio recordings, the loudest noise events were caused by traffic on County Road 1 and trains on the railroad tracks to the south of the project site.
2. Based on a review of the hourly noise level results at ⅓ octave band frequencies, traffic produced the loudest levels in the 400 Hz to 2,000 Hz range. This noise was dominant during both daytime and nighttime hours. There was also wind noise in the 2,000 Hz to 5,000 Hz range during most of the daytime hours. Other noise sources that had less effect on the overall noise levels were bird and insect chirps.
3. Location 1 had L10 and L50 results that were all less than the limits for an NAC 3 receiver.
4. Location 2 had L10 and L50 results that were less than the limits for an NAC 1 residential receiver during all daytime hours and most nighttime hours. However, the levels exceeded the limits during the 4:00 AM, 5:00 AM, and 6:00 AM hours. Based on a review of the weather conditions, the audio recordings, and the noise level results at ⅓ octave band frequencies, the L10 exceedance during the 4:00 AM hour was caused by trains. The L10 and L50 exceedances during the 5:00 AM and 6:00 AM hours were caused by a combination of traffic on County Road 1 and trains.

In summary, the dominant noise source at the project site is traffic on County Road 1, with train noise having more effect on the hourly levels during early morning hours. While most hours had L10 and L50 noise levels that were less than the MPCA limits, the levels during early morning hours at the residential receiver exceeded the limits due to increased train and traffic noise.

D. EQUIPMENT NOISE ANALYSIS

Calculations were prepared to evaluate the new equipment noise levels within 1,000' of the 19178 Industrial Blvd data center site. The following is a summary of design conditions used in the calculations and the calculated results.

Design Conditions

The following were used as baseline conditions to evaluate new equipment noise at nearby receivers:

1. MPCA noise requirements as listed in Table A-1 above. The primary limits that apply to this project are the nighttime L50 limit of 50 dBA for NAC 1 residential receivers, and the daytime/nighttime L50 limits of 60 dBA, 65 dBA, and 75 dBA for all other NAC 1, 2, and 3 receivers, respectively.
2. Maximum project design goals for NAC 1 residential receivers of 80 dB at 31.5 Hz and 84 dB at 63 Hz, as well as maximum dBC – dBA levels of 20 dB.
3. Sherburne County GIS aerial images showing the relative locations of the 19178 Industrial Blvd data center site and neighboring receiver locations.
4. Topography lines from the MNTopo website aerial images.
5. Equipment site plan received May 21, 2026.
6. York performance report for the ten model YVFA0459, 550 nominal ton air-cooled screw chillers (see Figure D-1). The top of the chillers are at 7'-11" above the ground. The York report provided unit sound power levels at each octave band frequency from 63 Hz to 8,000 Hz, which sum to an overall level of 105 dBA for the 100 % load, 101.4 °F ambient temperature condition. Based on measurement data we have for similar chillers, we assumed the chiller sound level at the 31.5 Hz octave band was equal to the level at 63 Hz.

Figure D-1: York image of a model YVFA air-cooled screw chiller.

7. Cummins specification sheet for the ten 2,500 kW model DQKAN diesel generator sets (see Figure D-2). Based on the sound data in the submittal from 31.5 Hz to 8,000 Hz, each genset produces overall sound power levels of 128 dBA radiated from the unit, and 133 dBA at the open exhaust. Generator noise will radiate from the outdoor air intake openings in the rooftop, the cooling air discharge openings on the east side of the building, and the combustion exhaust pipes that penetrate the rooftop and point upward.

Figure D-2: Cummins image of a DQKAN diesel generator set.

8. Nine receiver locations (Locations A through I, as shown in Figure D-3) were positioned around the site to evaluate noise levels. Three locations were placed on the nearby NAC 1 residential properties, two were on NAC 1 daytime educational properties, another two were on NAC 2 business and restaurant properties, and the last two were at the nearest NAC 3 industrial and street right-of-way properties.

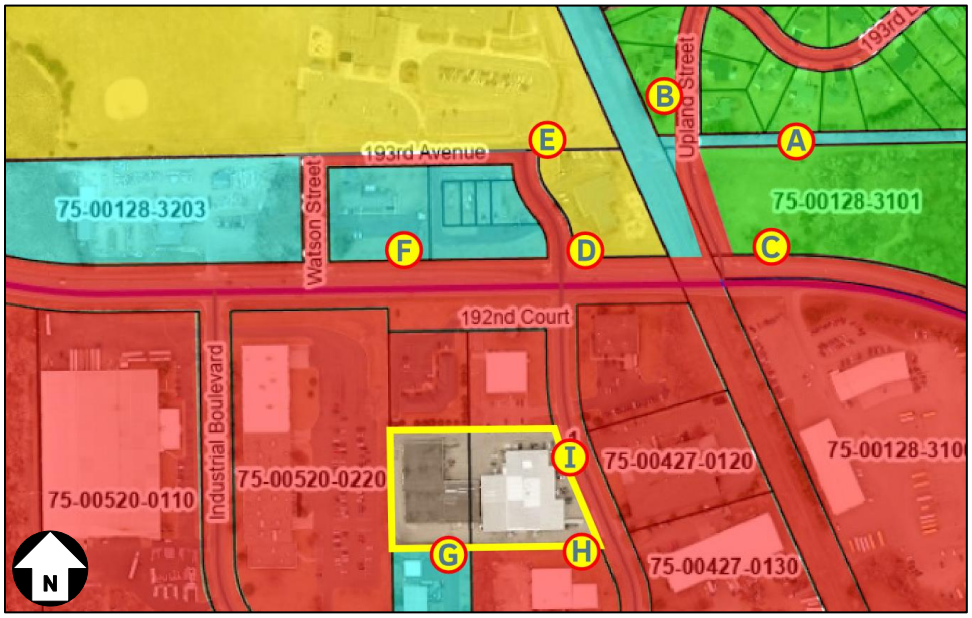


Figure D-3: Aerial image showing the nine receiver locations for the analysis.

9. The noise model calculations include the following settings:
    a. Calculations use ANSI S12.62[7] standardized methods.
    b. Buildings are acoustically reflective with only a 0.5 dB attenuation setting.
    c. Ground is acoustically reflective with a 0 dB attenuation setting.
    d. The meteorological factor is set at +2 dB.
    e. Barriers (e.g., walls, buildings, topography, etc.) only provide noise reduction if they block the line of site between the source and receiver positions.
    f. Noise evaluated at each octave band frequency from 31.5 Hz to 8,000 Hz.
    g. Maximum order of reflection set at 3 reflections.

The 3D rendering in Figure D-4 shows the source, building, and receiver inputs that were included in the model. Individual sources were used for the generator intake and combustion exhaust at the rooftop, and discharge at the east wall. Two sources were used for each chiller to better represent sound across the long length of these units.

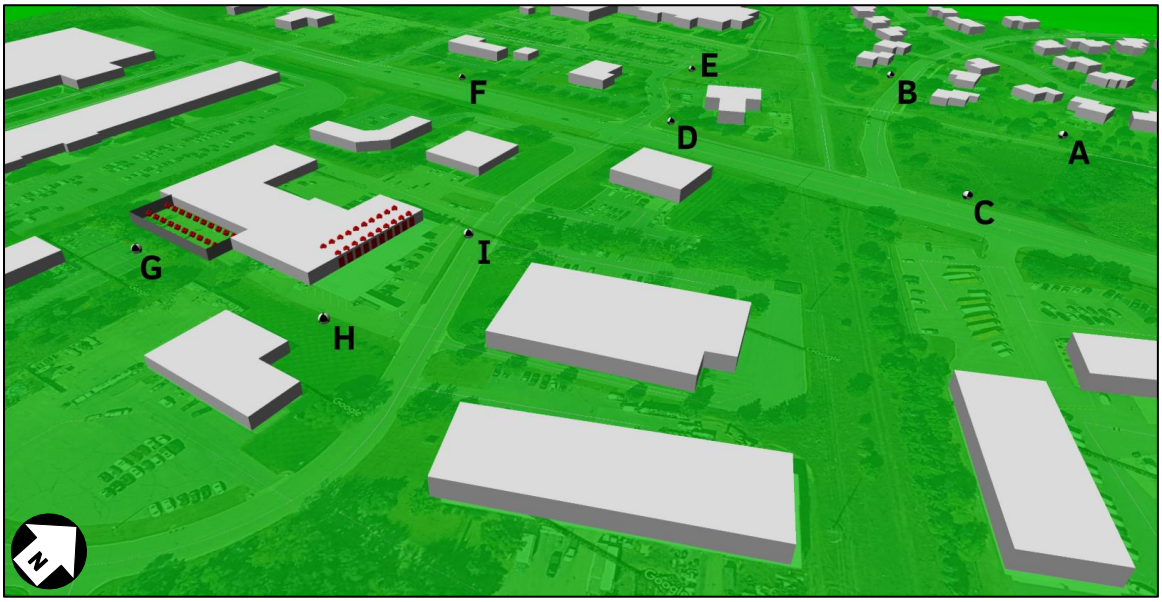


Figure D-4: 3D rendering of the baseline conditions noise model showing the positions of the equipment sources (red), buildings (gray blocks), and neighboring receivers (spheres).

[7] ANSI-ASA S12.62 Attenuation of sound during propagation outdoors – Part 2; General method of calculation.

Noise Mitigation

The following provides a summary of the noise control components that will be included within the data center design documents to reduce chiller and generator noise levels at neighboring properties.

Ground-Level Chillers Option

If the chillers will be located in a new ground-level mechanical yard on the south side of the existing building, a U-shaped barrier will be installed around the chillers to reduce noise levels at neighboring properties. The following provide details about the barrier walls:

1. Height – The barrier walls will have a top elevation of 17' relative to the ground (about 9' taller than the chillers, which are about 8' tall).
2. Air Gaps – There will not be any air gaps between the barrier walls and each other, the existing building walls, or the ground, which would allow for sound leakage. Figure D-5 shows three-sided, U-shaped barrier walls around the chillers.

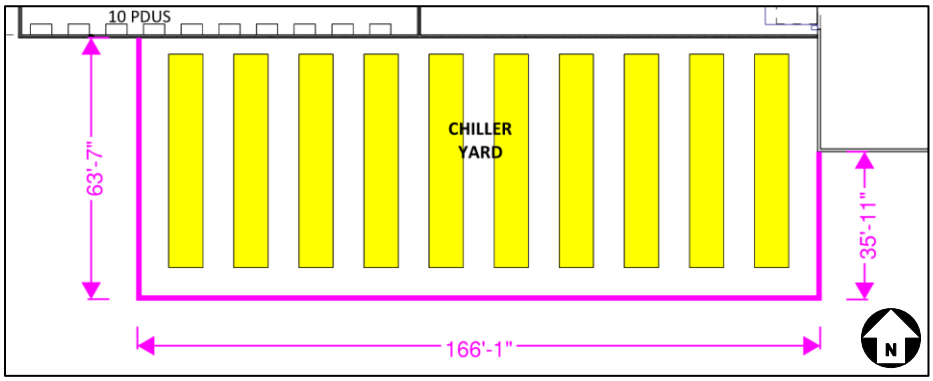


Figure D-5: Partial equipment plan showing the barrier wall locations.

3. Barrier Material – The barrier walls will have a minimum sound isolation rating (sound transmission class, or STC[8]) of STC 25. A few material options that are typically acceptable for outdoor use and can meet the STC 25 criterion are:
    a. Minimum 22 gauge sheet metal.
    b. Minimum ½" thick treated plywood or glulam wood panels.
    c. Precast concrete panels, masonry units (CMU), or other masonry materials.
    d. Minimum 4" thick foam-filled insulated metal panels.

[8] Sound transmission class, or STC, is defined in ASTM standard C634-13 as, "a single-number rating calculated in accordance with Classification E413 using values of sound transmission loss. It provides an estimate of the performance of a partition in certain common sound insulation problems." It is based on laboratory tests of wall and floor/ceiling assemblies that serve as acoustical barriers, with higher values representing better insulation.

4. Sound Absorption – The sides of the three barrier walls that face the chiller yard will be covered with a sound absorption treatment to reduce reflections toward the northeast residences. The absorption treatment will not be installed on the exterior faces of the existing building walls. The selected treatment will have a minimum sound absorption rating (noise reduction coefficient, or NRC[9]) of NRC 0.90. The following are a few product options that can be used to meet the criteria:
    a. Manufactured exterior grade acoustical treatments can be applied to the hard barrier wall surfaces, such as those available from MBI, Kinetics, and Sound Seal.
    b. Minimum 2" thick mineral wool boards (such as those available from Thermafiber, Rockwool, Johns Manville, and others) can be pinned to the hard barrier wall surfaces. Mineral wool is regularly used for exterior applications because it allows moisture to drain, is mostly unaffected by UV light, and is mold-resistant. It will be covered with a protective facing (e.g., woven wire mesh, welded wire mesh, expanded metal, or perforated metal) with a minimum 20% open area to reduce damage and help hold the insulation in place.

Rooftop-Level Chillers Option

If the chillers will be located on the west rooftop of the existing building, barrier walls will be installed on all four sides of the chillers to reduce noise levels at neighboring properties. The following provide details about the barrier walls:

1. Height – The barrier walls on the north and east sides will have a top elevation of 12' relative to the rooftop (about 4' taller than the chillers, which are about 8' tall) to reduce noise at the more sensitive NAC 1 receivers to the northeast. The walls on the south and west sides will have a top elevation of only 9' relative to the rooftop to reduce noise to the nearby NAC 2 and 3 receivers in these directions without increasing reflected noise to the northeast.
2. Air Gaps – There will not be any air gaps between the barrier walls and each other, or the rooftop, that would allow for direct line-of-sight between the chillers and neighboring receiver locations.
3. Barrier Material – The barrier walls will have a minimum sound isolation rating of STC 25. Generator Noise Attenuators.
4. Sound Absorption – This option does not require the application of sound absorption treatments to reduce reflected noise from the barrier walls and meet the MPCA limits.

[9] As defined in ASTM C634, "noise reduction coefficient, NRC [dimensionless], a single-number rating, the average, rounded to the nearest 0.05, of the sound absorption coefficients of a material for the four one-third octave bands at 250 Hz, 500 Hz, 1000 Hz, and 2000 Hz, inclusive, measured according to the test method described in Test Method C423." Higher NRC values represent better sound absorption.

Generator Noise Attenuators

The following provide details for the sound attenuators that will be installed at each generator outdoor air intake, cooling air discharge, and combustion exhaust outlet to reduce noise transmission through these paths:

1. Intake and Discharge Path Silencers – Silencers will be installed at all outdoor air intake and cooling air discharge openings. Figure D-6 shows silencers by Commercial Acoustics that were built for generator noise control. Table D-1 shows the minimum sound insertion loss that will be provided by the intake / discharge silencers. Silencers by other manufacturers (e.g., IAC Acoustics, Kinetics Noise Control, VAW Systems, Vibro-Acoustics, etc.) can also be considered.

Figure D-6: Commercial Acoustics photos showing generator noise control silencers.

Table D-1: Minimum Silencer Sound Insertion Loss

Path	Minimum Sound Insertion Loss (dB) per 1/1 Octave Band Frequency (Hz)								
	31.5	63	125	250	500	1k	2k	4k	8k
Intake/Discharge	0	7	12	17	20	20	20	15	10
Exhaust	10	20	30	30	30	25	25	20	10

2. Combustion Exhaust Silencers – Each generator will have a combustion exhaust silencer. The selected silencer will provide the minimum sound insertion loss values that are shown in Table D-1. The 'Critical grade exhaust silencer' that is listed under the 'Generator set options and accessories' section of the "Cummins specification sheet" may provide the minimum sound insertion loss. Silencers by other manufacturers (e.g., GT Silex, Harco, Miratech, etc.) can also be considered.

Calculation Results

Based on these conditions, calculations were prepared to evaluate the 19178 Industrial Blvd data center equipment noise at neighboring receivers. Table D-2 provides a summary of the overall calculation results at each receiver location compared to the MPCA requirements. The results show the maximum levels that were calculated with the chillers either located on the rooftop or at the ground-level mechanical yard. Figures D-7 through D-10 show noise contour plots for the chillers only and chillers with one generator conditions. Each figure provides the analysis results at all properties within 1000' of the project site. The results show that both the chiller and generator noise levels meet the MPCA limits at all neighboring properties.

Table D-2: Maximum Equipment Outdoor Noise Analysis Results vs. MPCA Requirements

Reciever	Receiver Type	Chillers Only		Chillers and One Genset	
		Calculated Noise	Nighttime Limit	Calculated Noise	Daytime Limit
Location A	NAC 1	47 dBA	50 dBA	49 dBA	60 dBA
Location B		46 dBA		53 dBA	
Location C		47 dBA		56 dBA	
Location D	NAC 1 Day Only	51 dBA	60 dBA	60 dBA	60 dBA
Location E		50 dBA		56 dBA	
Location F	NAC 2	53 dBA	65 dBA	57 dBA	65 dBA
Location G		63 dBA		63 dBA	
Location H	NAC 3	58 dBA	75 dBA	65 dBA	75 dBA
Location I		49 dBA		72 dBA	

Notes:
Green - Meets Noise Requirement
Red - Exceeds Noise Requirement

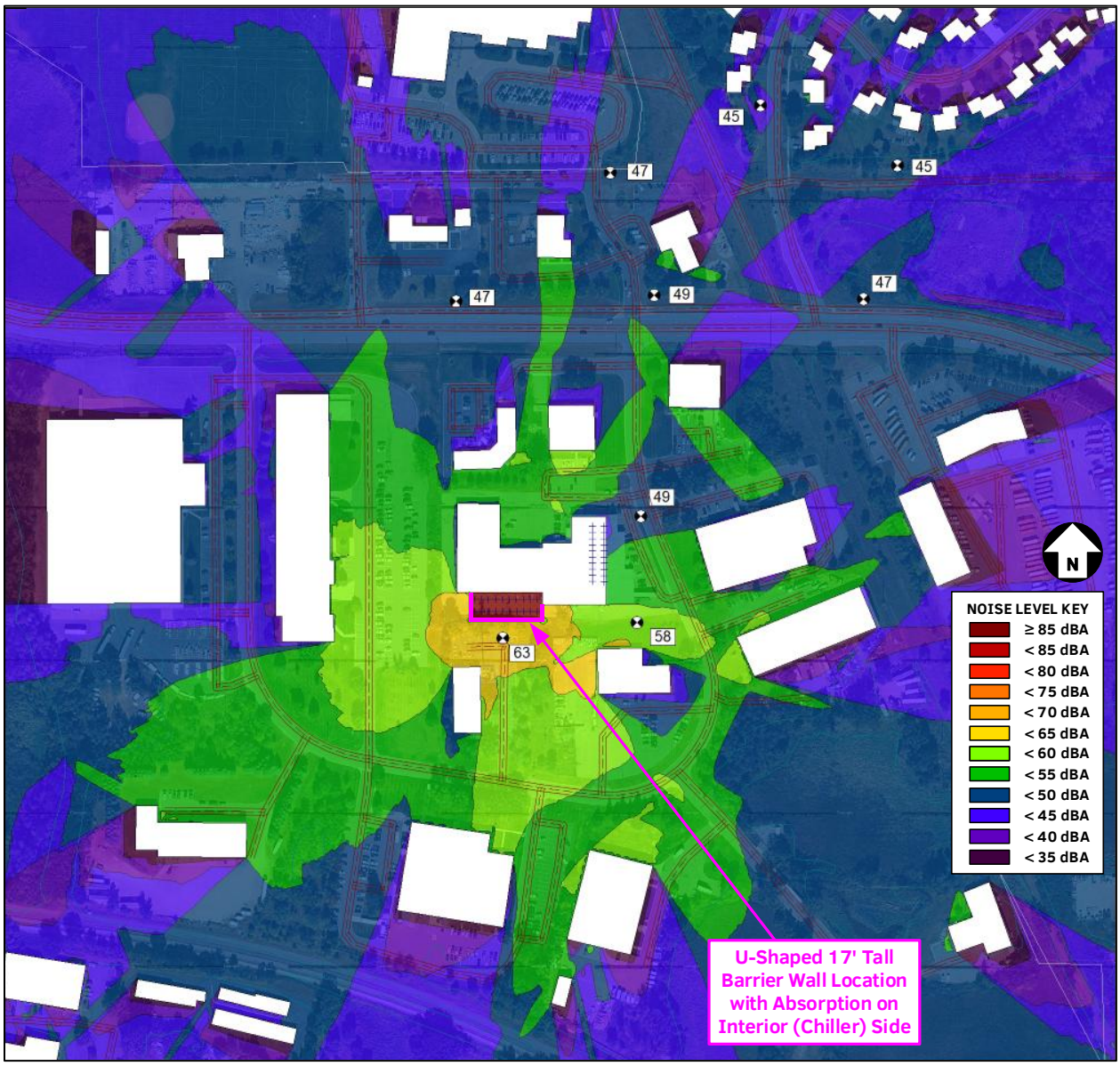


Figure D-7: Noise contour plot showing the chillers only (ground-level option) noise levels at neighboring properties.

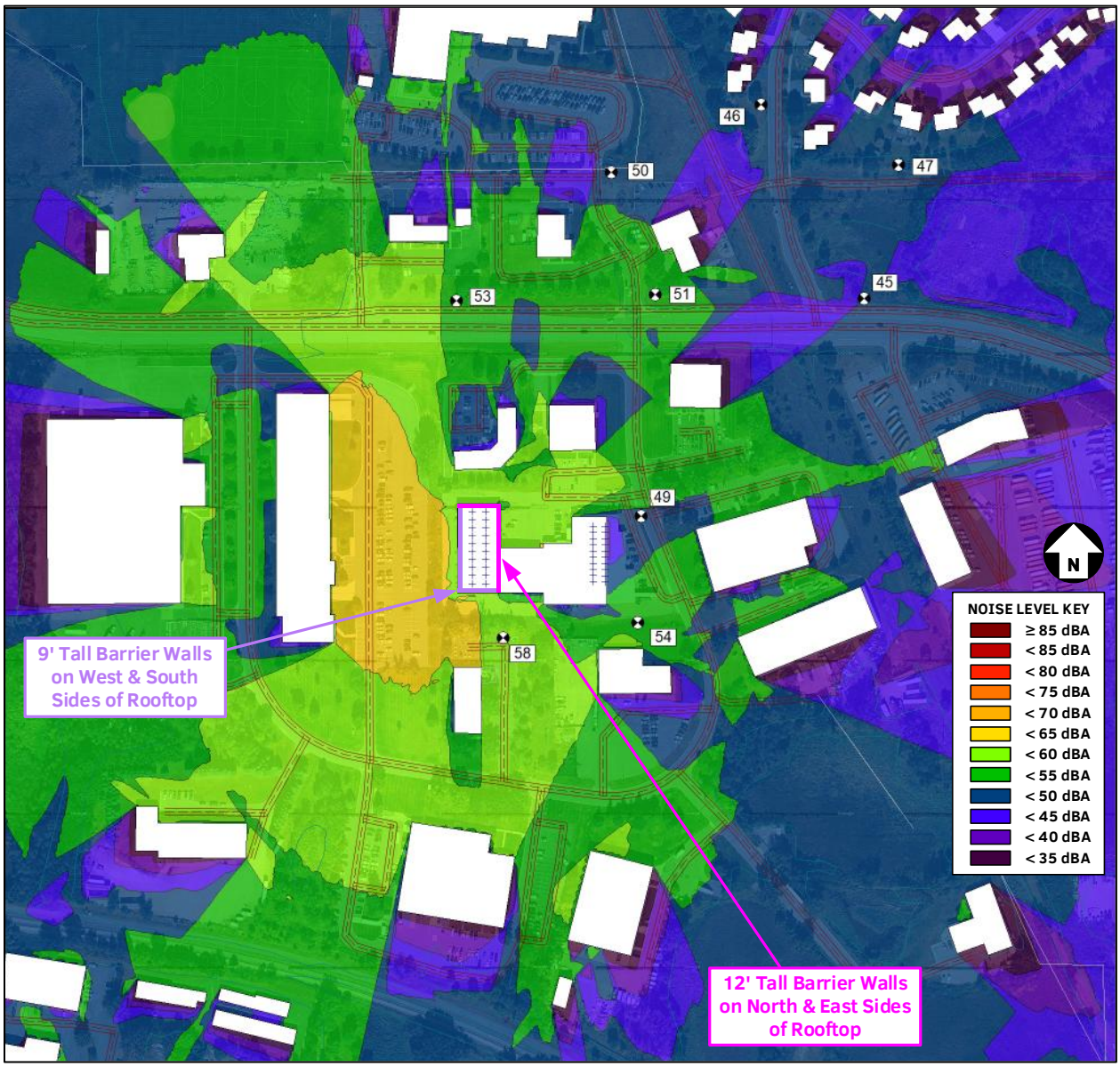


Figure D-8: Noise contour plot showing the chillers only (rooftop-level option) noise levels at neighboring properties.

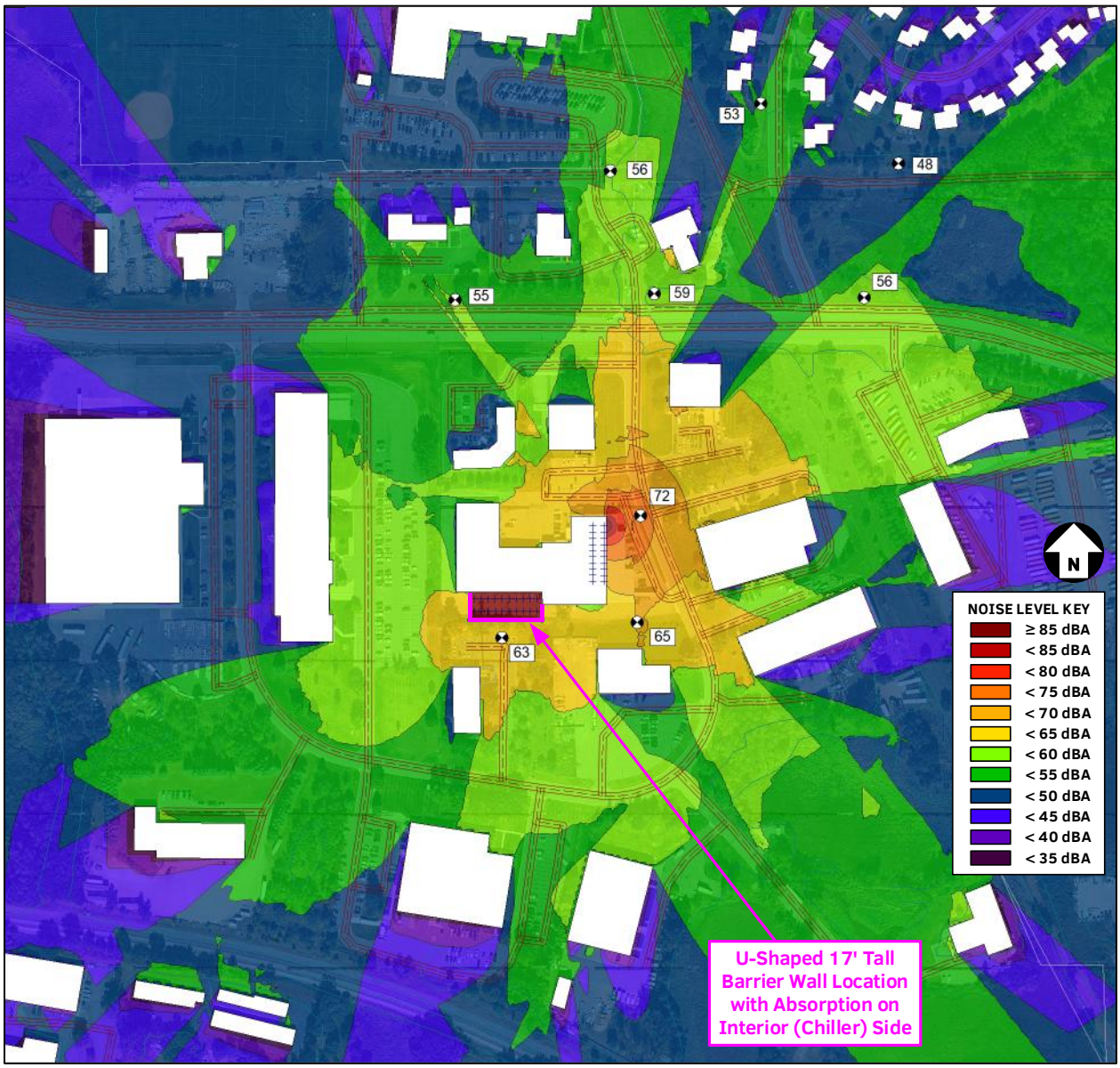


Figure D-9: Noise contour plot showing the combined chillers (ground-level option) and one emergency generator noise levels at neighboring receiver locations.

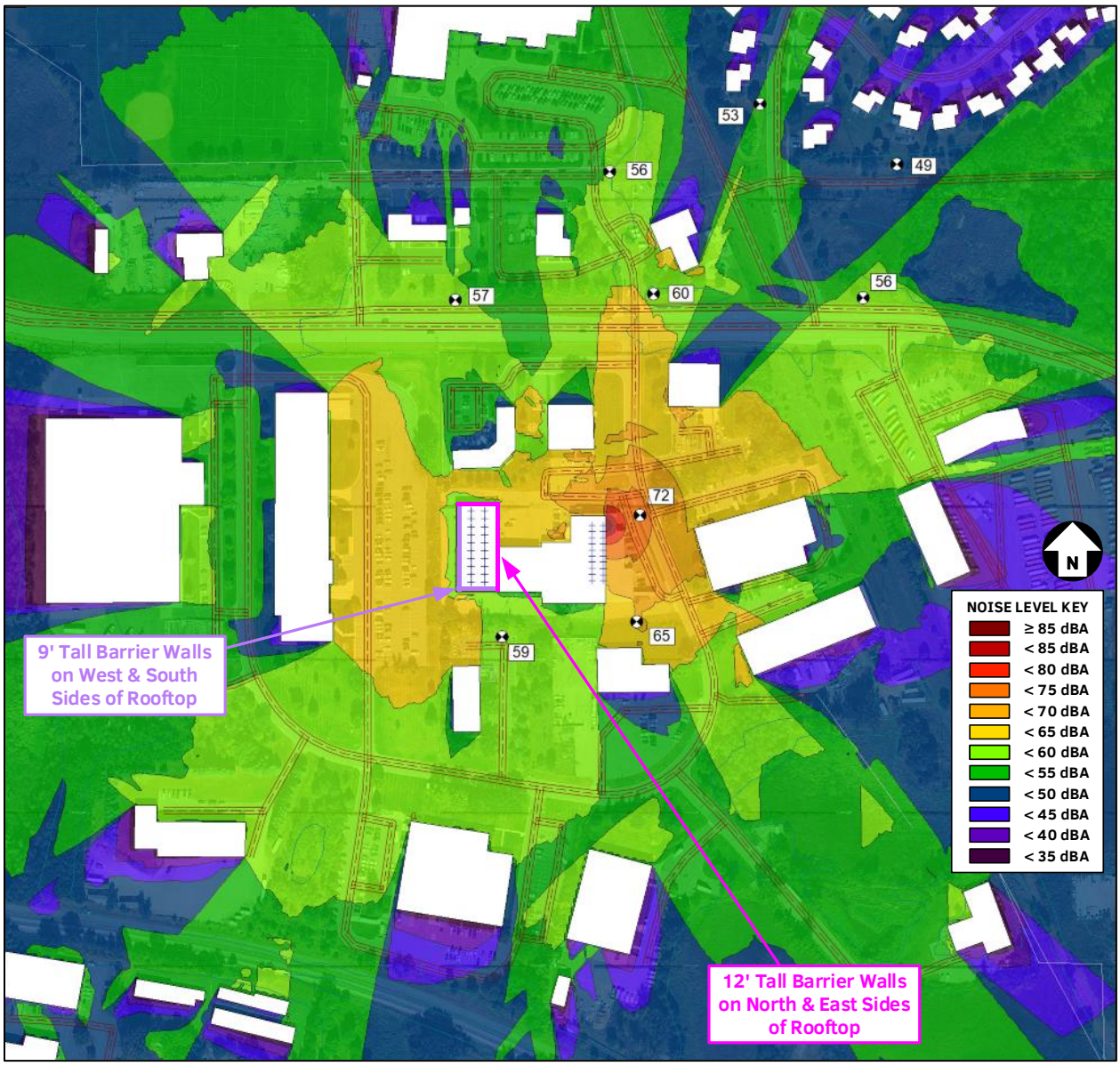


Figure D-10: Noise contour plot showing the combined chillers (rooftop-level option) and one emergency generator noise levels at neighboring receiver locations.

Table D-3 provides a summary of the maximum calculated low-frequency noise level results at each of the evaluated residential receiver locations compared to the extra project design goals.

Table D-3: Equipment Outdoor Low-Frequency Noise Analysis Results vs. Design Goals

Reciever	Chillers Only			Chillers and One Genset		
	31.5 Hz	63 Hz	dBC - dBA	31.5 Hz	63 Hz	dBC - dBA
Location A	46 dB	45 dB	5 dB	63 dB	62 dB	16 dB
Location B	46 dB	45 dB	5 dB	67 dB	68 dB	18 dB
Location C	48 dB	48 dB	5 dB	70 dB	71 dB	17 dB
Max. Design Goal	80 dB	84 dB	20 dB	80 dB	84 dB	20 dB

Notes:
Green - Meets Noise Design Goal
Red - Exceeds Noise Design Goal

The results show that the 19178 Industrial Blvd data center equipment noise levels meet the MPCA requirements, and the extra project design goals, at all nearby receiver positions. No additional mitigation is necessary.

ATTACHMENTS

A. LOCATION 1 – AMBIENT NOISE MONITORING DATA PLOTS
JUNE 14 TO 15, 2026
19178 INDUSTRIAL BLVD DATA CENTER NOISE CONTROL

esi engineering

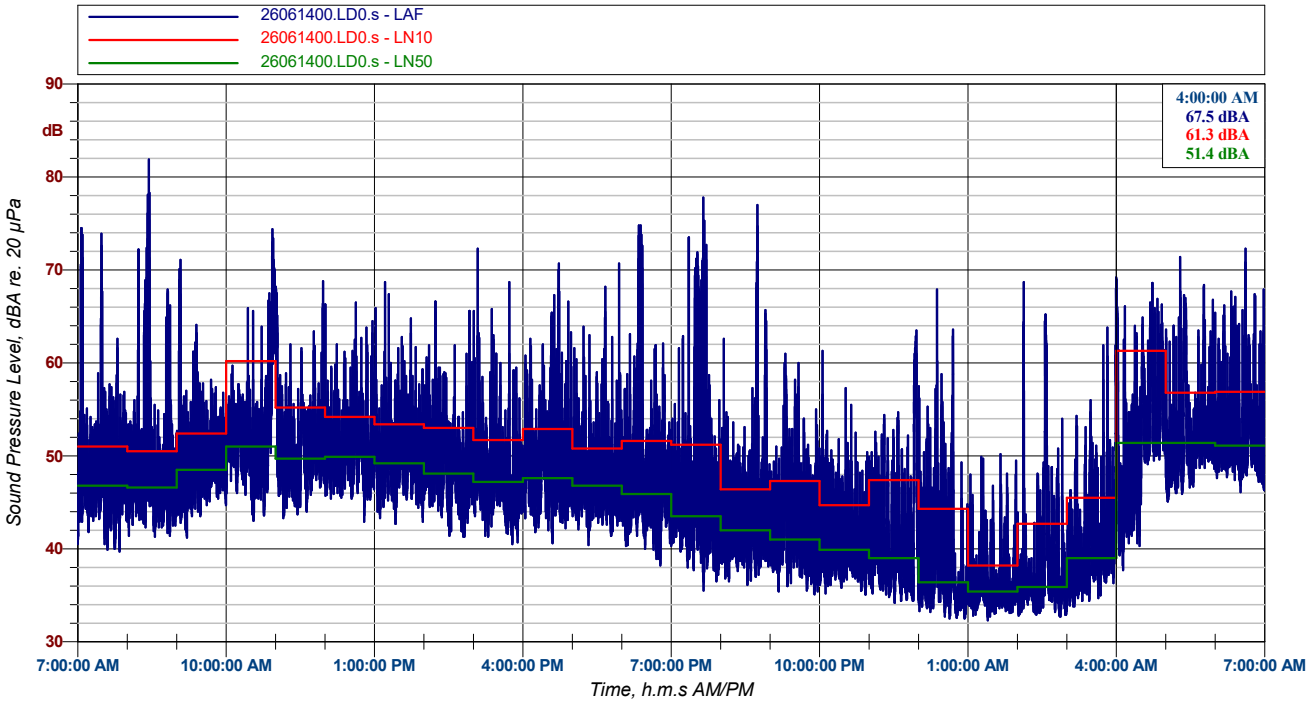
Acoustic Test Results

Minneapolis, Minnesota | o: 952.831.4646 | esi-engineering.com

Project No:	P3205	**Analyzer:**	Larson Davis 831C s/n 10668
Project:	Elk River Capital - Data Center Noise	**Preamplifier:**	Larson Davis PRM2103 s/n 002165
Location:	Elk River, Minnesota	**Microphone:**	Larson Davis 377B02 s/n 346652
Engineer:	R.L. Skoug & A.A.J. Schmitt	**Calibrator:**	Larson Davis CAL200 s/n 18980
		Last Calibrated:	March 20, 2026

Location:	Location 1	**Meteorology:**	Temperature: 46 - 72 °F Wind Speed / Dir.: 0 - 20 MPH / Varies Humidity: 29 - 93%
Date:	6/14/2026 to 6/15/2026		
Start Time:	7:00:00 AM		
End Time:	7:00:00 AM	**Calibration Check:**	Calibration Frequency: 1 kHz Initial Calibration: 93.9 dB Final Calibration: 93.9 dB Last Cal. Check: 6/15/26 @ 9:43 AM
Run Time:	86400.0 seconds		

Measurements: Sunday the 14th 7AM to Monday the 15th 7AM
One Second and Hourly Ambient Noise Levels
A-Weighted Results



Noise Monitoring
Measured Hourly L10 Data

Time	L10	Time	L10	Time	L10	Time	L10
7:00:00 AM	51 dBA	1:00:00 PM	53 dBA	7:00:00 PM	51 dBA	1:00:00 AM	38 dBA
8:00:00 AM	51 dBA	2:00:00 PM	53 dBA	8:00:00 PM	46 dBA	2:00:00 AM	43 dBA
9:00:00 AM	52 dBA	3:00:00 PM	52 dBA	9:00:00 PM	47 dBA	3:00:00 AM	46 dBA
10:00:00 AM	60 dBA	4:00:00 PM	53 dBA	10:00:00 PM	45 dBA	4:00:00 AM	61 dBA
11:00:00 AM	55 dBA	5:00:00 PM	51 dBA	11:00:00 PM	47 dBA	5:00:00 AM	57 dBA
12:00:00 PM	54 dBA	6:00:00 PM	52 dBA	12:00:00 AM	44 dBA	6:00:00 AM	57 dBA

Noise Monitoring
Measured Hourly L50 Data

Time	L50	Time	L50	Time	L50	Time	L50
7:00:00 AM	47 dBA	1:00:00 PM	49 dBA	7:00:00 PM	44 dBA	1:00:00 AM	35 dBA
8:00:00 AM	47 dBA	2:00:00 PM	48 dBA	8:00:00 PM	42 dBA	2:00:00 AM	36 dBA
9:00:00 AM	49 dBA	3:00:00 PM	47 dBA	9:00:00 PM	41 dBA	3:00:00 AM	39 dBA
10:00:00 AM	51 dBA	4:00:00 PM	48 dBA	10:00:00 PM	40 dBA	4:00:00 AM	51 dBA
11:00:00 AM	50 dBA	5:00:00 PM	47 dBA	11:00:00 PM	39 dBA	5:00:00 AM	51 dBA
12:00:00 PM	50 dBA	6:00:00 PM	46 dBA	12:00:00 AM	36 dBA	6:00:00 AM	51 dBA

Figure A1

B. Location 2 – Ambient Noise Monitoring Data Plots
June 14 to 15, 2026
19178 Industrial Blvd Data Center Noise Control

esi engineering

Acoustic Test Results

Minneapolis, Minnesota | o: 952.831.4646 | esi-engineering.com

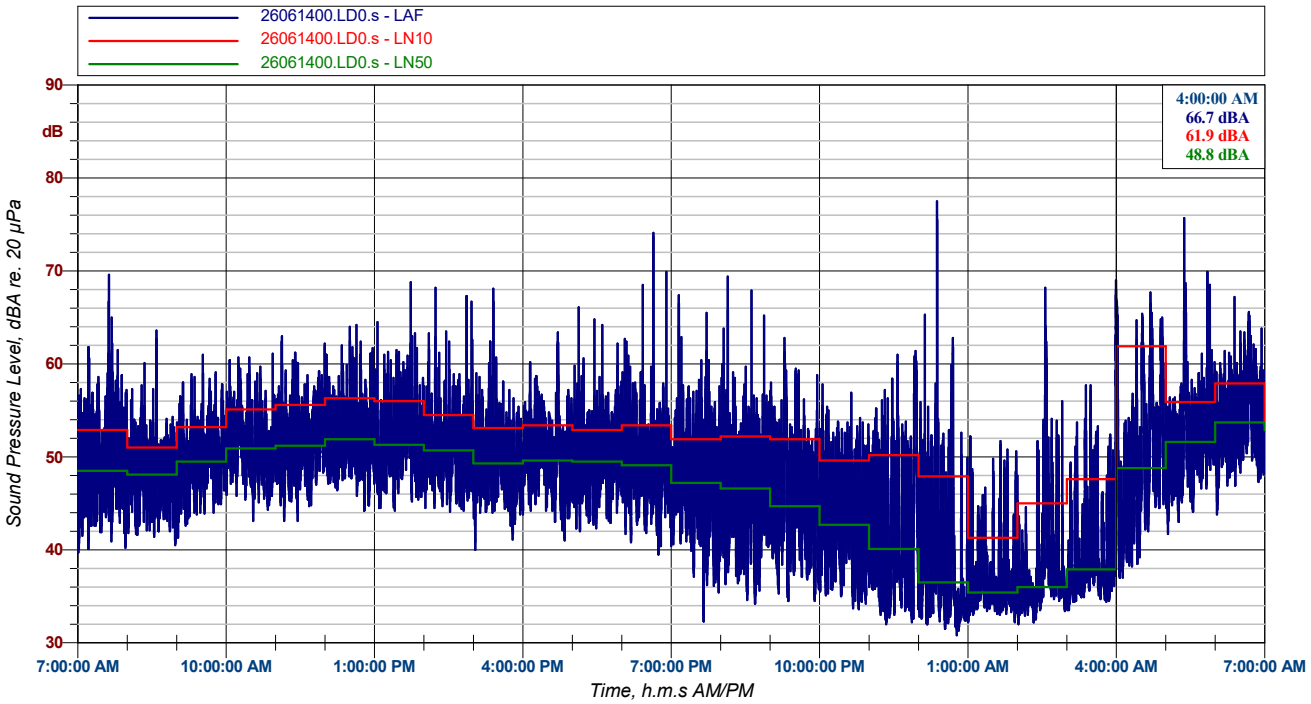
Project No:	P3205	**Analyzer:**	Larson Davis 831C s/n 12346
Project:	Elk River Capital - Data Center Noise	**Preamplifier:**	Larson Davis PRM2103 s/n 002227
Location:	Elk River, Minnesota	**Microphone:**	Larson Davis 377B02 s/n 353605
Engineer:	R.L. Skoug & A.A.J. Schmitt	**Calibrator:**	Larson Davis CAL200 s/n 18980
		Last Calibrated:	March 10, 2026

Location: Location 2
Date: 6/14/2026
Start Time: 7:00:00 AM
End Time: 7:00:02 AM
Run Time: 86402.0 seconds

Meteorology: Temperature: 46 - 72 °F
Wind Speed / Dir.: 0 - 20 MPH / Varies
Humidity: 29 - 93%

Calibration Check: Calibration Frequency: 1 kHz
Initial Calibration: 94.0 dB
Final Calibration: 94.0 dB
Last Cal. Check: 6/15/26 @ 9:58 AM

Measurements: Sunday the 14th to Monday the 15th
One Second and Hourly Ambient Noise Levels
A-Weighted Results



Noise Monitoring
Measured Hourly L10 Data

Time	L10	Time	L10	Time	L10	Time	L10
7:00:00 AM	53 dBA	1:00:00 PM	56 dBA	7:00:00 PM	52 dBA	1:00:00 AM	41 dBA
8:00:00 AM	51 dBA	2:00:00 PM	55 dBA	8:00:00 PM	52 dBA	2:00:00 AM	45 dBA
9:00:00 AM	53 dBA	3:00:00 PM	53 dBA	9:00:00 PM	52 dBA	3:00:00 AM	48 dBA
10:00:00 AM	55 dBA	4:00:00 PM	53 dBA	10:00:00 PM	50 dBA	4:00:00 AM	62 dBA
11:00:00 AM	56 dBA	5:00:00 PM	53 dBA	11:00:00 PM	50 dBA	5:00:00 AM	56 dBA
12:00:00 PM	56 dBA	6:00:00 PM	53 dBA	12:00:00 AM	48 dBA	6:00:00 AM	58 dBA

Noise Monitoring
Measured Hourly L50 Data

Time	L50	Time	L50	Time	L50	Time	L50
7:00:00 AM	49 dBA	1:00:00 PM	51 dBA	7:00:00 PM	47 dBA	1:00:00 AM	35 dBA
8:00:00 AM	48 dBA	2:00:00 PM	51 dBA	8:00:00 PM	47 dBA	2:00:00 AM	36 dBA
9:00:00 AM	50 dBA	3:00:00 PM	49 dBA	9:00:00 PM	45 dBA	3:00:00 AM	38 dBA
10:00:00 AM	51 dBA	4:00:00 PM	50 dBA	10:00:00 PM	43 dBA	4:00:00 AM	49 dBA
11:00:00 AM	51 dBA	5:00:00 PM	50 dBA	11:00:00 PM	40 dBA	5:00:00 AM	52 dBA
12:00:00 PM	52 dBA	6:00:00 PM	49 dBA	12:00:00 AM	37 dBA	6:00:00 AM	54 dBA

Figure B1

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Acoustic Test Results

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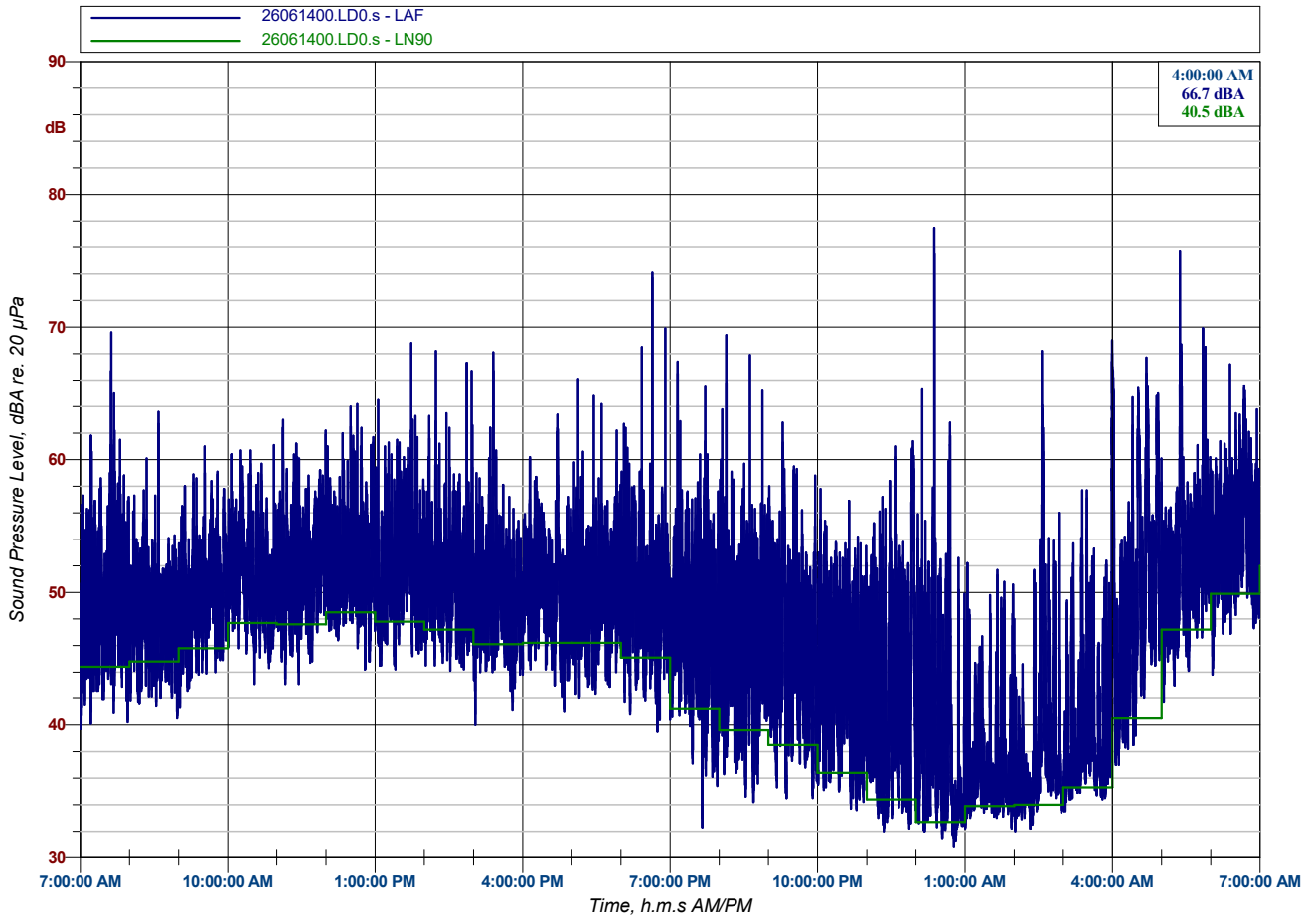
Project No:	P3205	**Analyzer:**	Larson Davis 831C s/n 12346
Project:	Elk River Capital - Data Center Noise	**Preamplifier:**	Larson Davis PRM2103 s/n 002227
Location:	Elk River, Minnesota	**Microphone:**	Larson Davis 377B02 s/n 353605
Engineer:	R.L. Skoug & A.A.J. Schmitt	**Calibrator:**	Larson Davis CAL200 s/n 18980
		Last Calibrated:	March 10, 2026

Location:	Location 2	**Meteorology:**	Temperature: 46 - 72 °F Wind Speed / Dir.: 0 - 20 MPH / Varies Humidity: 29 - 93%
Date:	6/14/2026		
Start Time:	7:00:00 AM		
End Time:	7:00:02 AM	**Calibration Check:**	Calibration Frequency: 1 kHz Initial Calibration: 94.0 dB Final Calibration: 94.0 dB Last Cal. Check: 6/15/26 @ 9:58 AM
Run Time:	86402.0 seconds		
Measurements:	Sunday the 14th to Monday the 15th One Second and Hourly Ambient Noise Levels A-Weighted Results		



Noise Monitoring
Measured Hourly L90 Data

Time	L90	Time	L90	Time	L90	Time	L90
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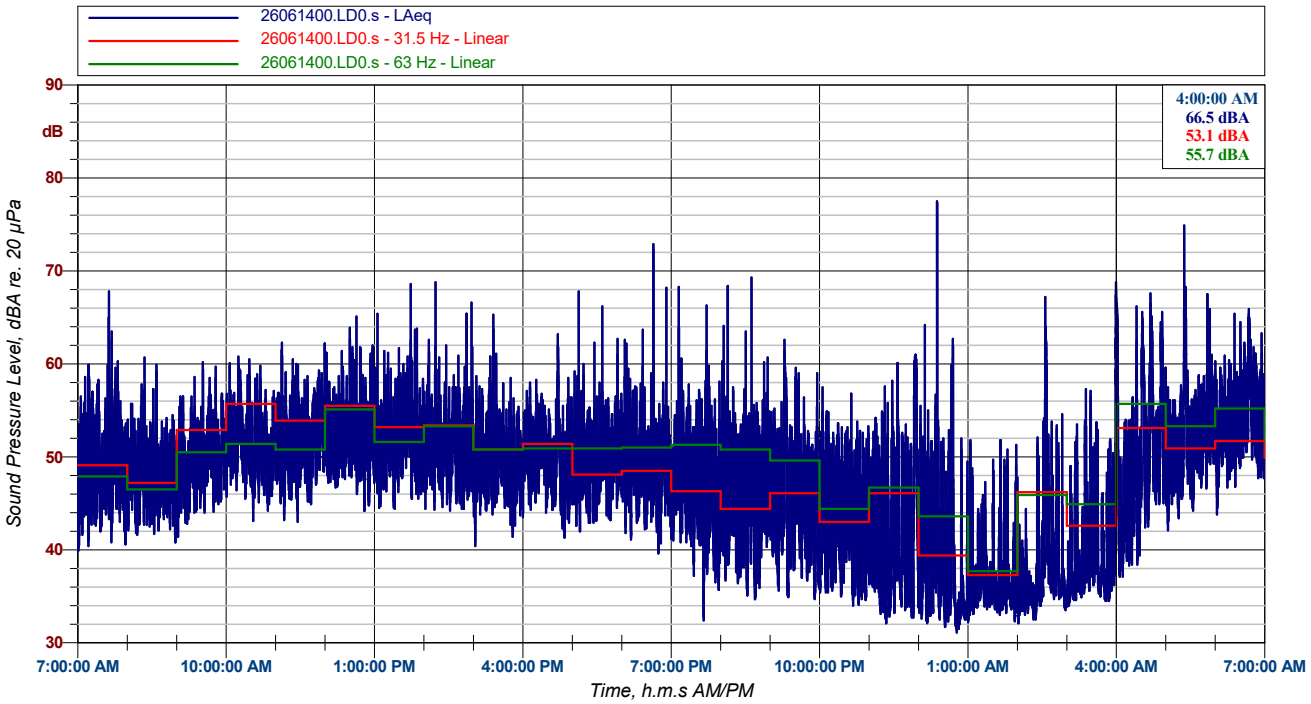
8:00:00 AM	45 dBA	2:00:00 PM	47 dBA	8:00:00 PM	40 dBA	2:00:00 AM	34 dBA
9:00:00 AM	46 dBA	3:00:00 PM	46 dBA	9:00:00 PM	39 dBA	3:00:00 AM	35 dBA
10:00:00 AM	48 dBA	4:00:00 PM	46 dBA	10:00:00 PM	36 dBA	4:00:00 AM	41 dBA
11:00:00 AM	48 dBA	5:00:00 PM	46 dBA	11:00:00 PM	34 dBA	5:00:00 AM	47 dBA
12:00:00 PM	49 dBA	6:00:00 PM	45 dBA	12:00:00 AM	33 dBA	6:00:00 AM	50 dBA

Figure B2

Project No:	P3205	**Analyzer:**	Larson Davis 831C s/n 12346
Project:	Elk River Capital - Data Center Noise	**Preamplifier:**	Larson Davis PRM2103 s/n 002227
Location:	Elk River, Minnesota	**Microphone:**	Larson Davis 377B02 s/n 353605
Engineer:	R.L. Skoug & A.A.J. Schmitt	**Calibrator:**	Larson Davis CAL200 s/n 18980
		Last Calibrated:	March 10, 2026

Location:	Location 2	**Meteorology:**	Temperature: 46 - 72 °F Wind Speed / Dir.: 0 - 20 MPH / Varies Humidity: 29 - 93%
Date:	6/14/2026		
Start Time:	7:00:00 AM		
End Time:	7:00:02 AM	**Calibration Check:**	Calibration Frequency: 1 kHz Initial Calibration: 94.0 dB Final Calibration: 94.0 dB Last Cal. Check: 6/15/26 @ 9:58 AM
Run Time:	86402.0 seconds		

Measurements: Sunday the 14th to Monday the 15th
One Second and Hourly Ambient Noise Levels
A-Weighted, and Linear Octave Band, Results



Noise Monitoring
Measured Hourly 31.5 Hz Data

Time	31.5 Hz	Time	31.5 Hz	Time	31.5 Hz	Time	31.5 Hz
7:00:00 AM	49 dB	1:00:00 PM	53 dB	7:00:00 PM	46 dB	1:00:00 AM	37 dB
8:00:00 AM	47 dB	2:00:00 PM	53 dB	8:00:00 PM	44 dB	2:00:00 AM	46 dB
9:00:00 AM	53 dB	3:00:00 PM	51 dB	9:00:00 PM	46 dB	3:00:00 AM	43 dB
10:00:00 AM	56 dB	4:00:00 PM	51 dB	10:00:00 PM	43 dB	4:00:00 AM	53 dB
11:00:00 AM	54 dB	5:00:00 PM	48 dB	11:00:00 PM	46 dB	5:00:00 AM	51 dB
12:00:00 PM	56 dB	6:00:00 PM	49 dB	12:00:00 AM	39 dB	6:00:00 AM	52 dB

Noise Monitoring
Measured Hourly 63 Hz Data

Time	63 Hz	Time	63 Hz	Time	63 Hz	Time	63 Hz
7:00:00 AM	48 dB	1:00:00 PM	52 dB	7:00:00 PM	51 dB	1:00:00 AM	38 dB
8:00:00 AM	47 dB	2:00:00 PM	53 dB	8:00:00 PM	51 dB	2:00:00 AM	46 dB
9:00:00 AM	51 dB	3:00:00 PM	51 dB	9:00:00 PM	50 dB	3:00:00 AM	45 dB
10:00:00 AM	51 dB	4:00:00 PM	51 dB	10:00:00 PM	44 dB	4:00:00 AM	56 dB
11:00:00 AM	51 dB	5:00:00 PM	51 dB	11:00:00 PM	47 dB	5:00:00 AM	53 dB
12:00:00 PM	55 dB	6:00:00 PM	51 dB	12:00:00 AM	44 dB	6:00:00 AM	55 dB

Figure B3

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Acoustic Test Results

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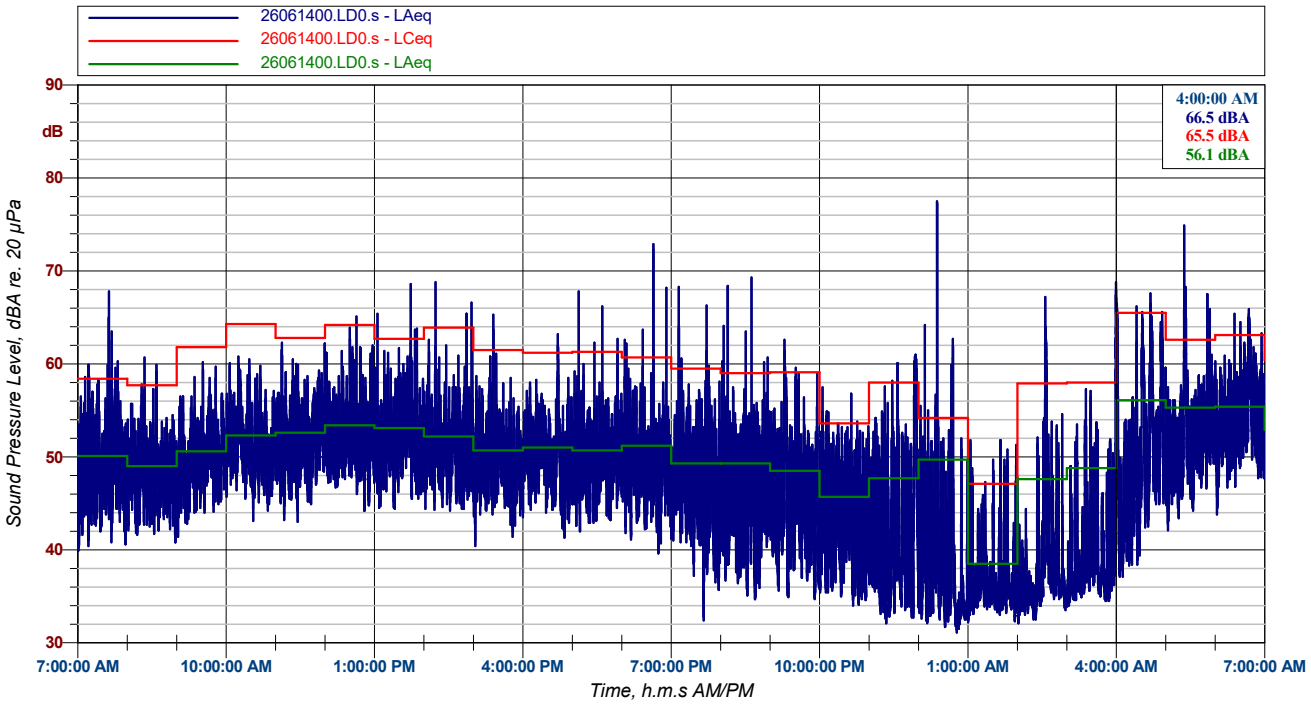
Project No:	P3205	**Analyzer:**	Larson Davis 831C s/n 12346
Project:	Elk River Capital - Data Center Noise	**Preamplifier:**	Larson Davis PRM2103 s/n 002227
Location:	Elk River, Minnesota	**Microphone:**	Larson Davis 377B02 s/n 353605
Engineer:	R.L. Skoug & A.A.J. Schmitt	**Calibrator:**	Larson Davis CAL200 s/n 18980
		Last Calibrated:	March 10, 2026

Location:	Location 2	**Meteorology:**	Temperature: 46 - 72 °F Wind Speed / Dir.: 0 - 20 MPH / Varies Humidity: 29 - 93%
Date:	6/14/2026		
Start Time:	7:00:00 AM		
End Time:	7:00:02 AM	**Calibration Check:**	Calibration Frequency: 1 kHz Initial Calibration: 94.0 dB Final Calibration: 94.0 dB Last Cal. Check: 6/15/26 @ 9:58 AM
Run Time:	86402.0 seconds		
Measurements:	Sunday the 14th to Monday the 15th One Second and Hourly Ambient Noise Levels A- and C-Weighted Results		



Noise Monitoring
Measured Hourly LCeq Data

Time	LCeq	Time	LCeq	Time	LCeq	Time	LCeq
7:00:00 AM	58 dBC	1:00:00 PM	63 dBC	7:00:00 PM	60 dBC	1:00:00 AM	47 dBC
8:00:00 AM	58 dBC	2:00:00 PM	64 dBC	8:00:00 PM	59 dBC	2:00:00 AM	58 dBC
9:00:00 AM	62 dBC	3:00:00 PM	62 dBC	9:00:00 PM	59 dBC	3:00:00 AM	58 dBC
10:00:00 AM	64 dBC	4:00:00 PM	61 dBC	10:00:00 PM	54 dBC	4:00:00 AM	66 dBC
11:00:00 AM	63 dBC	5:00:00 PM	61 dBC	11:00:00 PM	58 dBC	5:00:00 AM	63 dBC
12:00:00 PM	64 dBC	6:00:00 PM	61 dBC	12:00:00 AM	54 dBC	6:00:00 AM	63 dBC

Noise Monitoring
Measured Hourly LAeq Data

Time	LAeq	Time	LAeq	Time	LAeq	Time	LAeq
7:00:00 AM	50 dBA	1:00:00 PM	53 dBA	7:00:00 PM	49 dBA	1:00:00 AM	39 dBA
8:00:00 AM	49 dBA	2:00:00 PM	52 dBA	8:00:00 PM	49 dBA	2:00:00 AM	48 dBA
9:00:00 AM	51 dBA	3:00:00 PM	51 dBA	9:00:00 PM	49 dBA	3:00:00 AM	49 dBA
10:00:00 AM	52 dBA	4:00:00 PM	51 dBA	10:00:00 PM	46 dBA	4:00:00 AM	56 dBA
11:00:00 AM	53 dBA	5:00:00 PM	51 dBA	11:00:00 PM	48 dBA	5:00:00 AM	55 dBA
12:00:00 PM	53 dBA	6:00:00 PM	51 dBA	12:00:00 AM	50 dBA	6:00:00 AM	55 dBA

Figure B4

end

Data Center means a facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data operations. The facility may also include air handlers, power generators, cooling or temperature-control systems, utility substations, and other associated infrastructure necessary for sustained operations.

(d) Conditional Uses. Conditional Uses in the I-1 district are as follows:

(5) Data Center, provided they meet the following standards:

a. The proposed Data Center facility and any accessory use or structure is at least 750-feet from any residential structure, and at least 500-feet from the property line of any residentially zoned property.
b. The total energy use of the Data Center facility shall not exceed 35 MW of power.
c. The proposed Data Center facility is no larger than 75,000 SF in total size.
d. **Water Use -** Data Center facilities shall not utilize water for cooling systems. Cooling systems shall utilize air-based systems or advanced technology that requires zero consumptive water use, and all liquid cooled equipment must be designed to utilize a closed-loop system.
    1. Annual domestic water use shall not exceed 200,000 gallons unless approved by the City following verification that water is not used for cooling.
    2. Facilities shall install dedicated water meters and submit annual water consumption reports.
    3. Cooling systems shall not have any physical connection to a municipal water system or a well.
    4. The developer must provide an annual report showing the total water used over the past year.
e. **Noise -** Noise from the operation of the proposed Data Center facility or any accessory use must comply with the Minnesota Pollution Control Agency (MPCA) noise standards as established in Minn. Rules Ch. 7030.
    1. Prior to application, a noise study completed by a third-party engineer must be submitted demonstrating that the operations of the Data Center facility will comply with MPCA noise standards. The noise study must include sufficient information to show:

DRAFT

(a) Baseline noise levels in the area of the proposed Data Center, including noise levels measured at all external perimeter property lines.
(b) Expected daytime and nighttime noise levels upon operation, including generator noise and other equipment noise, indoors and outdoors at multiple distances and at the external perimeter property lines.
(c) Sound level projections and modeling for multiple distances from the Data Center facility.
(d) Specific recommended mitigation measures to be incorporated to ensure compliance with the MPCA noise standards, and to minimize disturbance caused by low-frequency noise and vibrations.
(e) The study must include A-weighted (dBA), C-weighted (dBC) and Z-weighted (dBZ) measurements, with full frequency spectra to identify low-frequency and tonal components.
(f) A post construction compliance test, during operation, within six months of beginning operation must be completed to verify the actual sound levels and the effectiveness of constructed mitigation measures. The test must utilize the same methodology used for the initial noise study. If the review finds that post construction noise exceeds the maximum permissible sound levels at any external perimeter property boundaries or the locations used during the initial noise study testing or mitigation measures to address low-frequency noise or vibrations are inadequate, the applicant shall be required to develop and submit for review and approval, mitigation measures to bring noise levels within acceptable limits. <u>The work must be completed within 6 months of the date of review.</u>
(g) The City may order an additional noise study once per year during peak operation of the Data Center facility. The Data Center operator must provide the results of the noise study, conducted by a third-party engineer, to the City within 30 days of the request by the City or show proof that they have contracted with a third-party engineer, and the results will be available in a reasonable amount of time.
    i. Where any noise study identifies greater than maximum permissible sound levels at any external perimeter property

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boundary, the City may, after reasonable notice and an opportunity to cure the conditions contributing to the exceedance, suspend or revoke the conditional use permit.

f. **Backup Generators -** Backup generators are restricted to only emergency use when the primary source of electricity is interrupted or unavailable and routine maintenance or readiness testing.
   1. Routine testing must only occur during the hours of 8:00 am to 4:00 pm, Monday through Friday.
   2. The City may require additional restrictions where testing creates noise impacts on adjacent properties.
   3. All generator systems must comply with applicable Minnesota Pollution Control Agency (MPCA) and U.S. Environmental Protection Agency (EPA) emissions standards. Documentation of the review must be submitted with the application.
   4. If the MPCA or EPA determine that an environmental review is necessary, it must be completed prior to submitting a Conditional Use Permit Application.
   5. On-site fuel storage for back-up power generators shall be subject to the accessory structure setback and height limitations of the zoning district and must be completely screened from view within the public right-of-way. Such storage shall comply with all MPCA and State Fire Marshal requirements, all other permits, testing and listing requirements, and all applicable codes and standards such as NFPA 58.

g. **Decommissioning -** The applicant submits a decommissioning plan, prepared by a qualified professional, outlining the estimated decommissioning timeframe, costs, and procedures for safe shutdown, removal of equipment, disposal or recycling of materials, and site restoration.
   1. Prior to issuance of a building permit, the applicant shall also provide financial security sufficient to assure that decommissioning and restoration of the Data Center site can be achieved by a third party in the event that the applicant defaults in that obligation. Acceptable forms of financial security include:
      i. Performance bond
      ii. Irrevocable letter of credit
      iii. Escrow account
      iv. Other financial instruments approved by the City

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2. The financial security amount shall be 105% of the estimated decommissioning cost, as determined by a qualified engineer or demolition contractor, and shall take into account the following:
    i. Demolition and removal of buildings
    ii. Removal of electrical infrastructure and substations
    iii. Removal of generators and fuel systems
    iv. Disposal of hazardous materials
    v. Environmental remediation, if necessary
    vi. Grading and restoration of the site
3. The financial security shall be reviewed and updated every five (5) years to ensure the financial security amount remains sufficient to cover the estimated cost of decommissioning.

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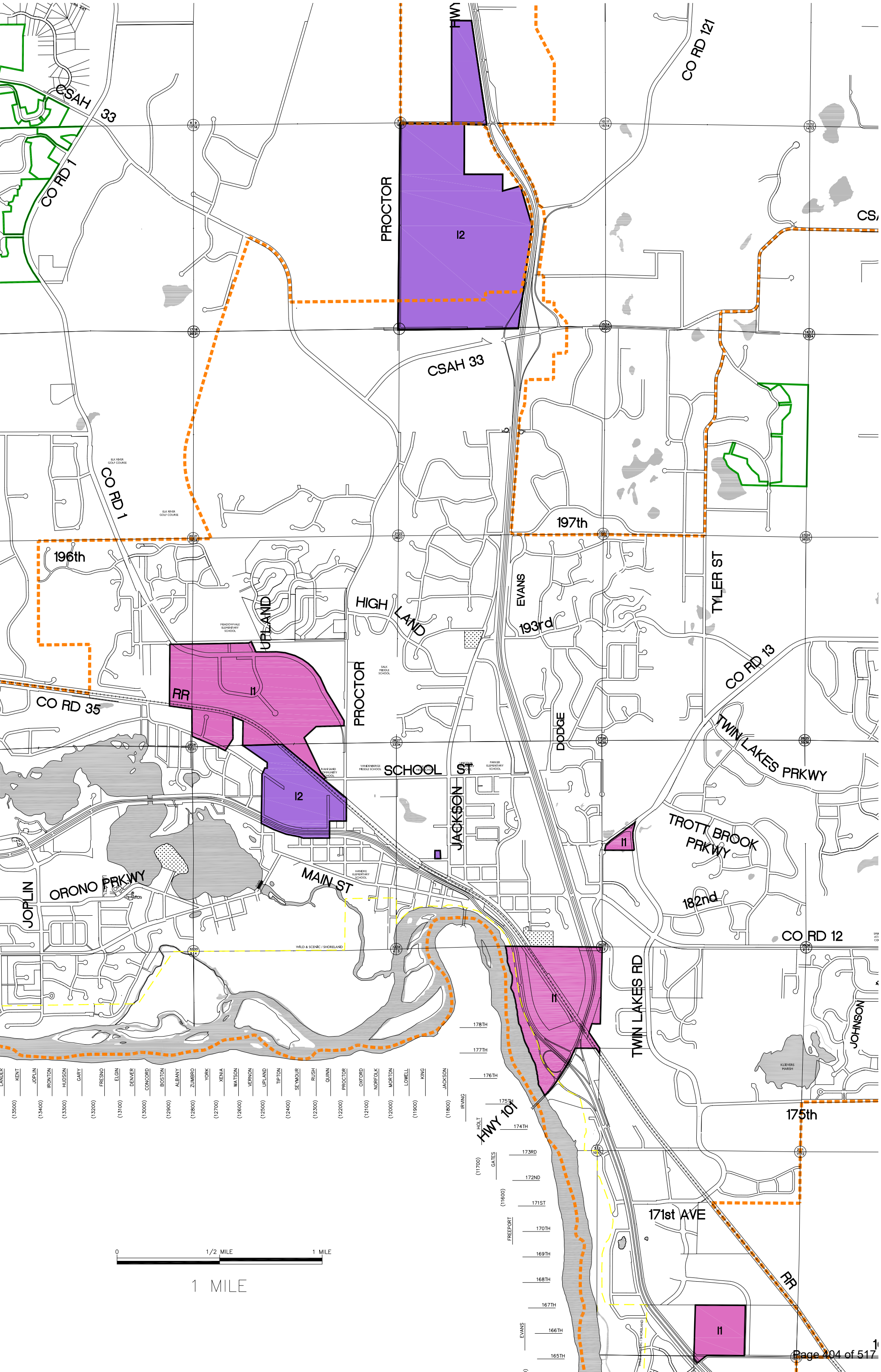
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TROTT BROOK PRKWY
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VERNON
UPLAND
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SEYMOUR
RUSH
QUINN
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Request for Action

To
City Council

Item Number
7.4

Meeting Date
June 15, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment and Conditional Use Permit: Data Center, Michael Margulies, 19178 Industrial Blvd NW

Reviewed by
Chris Leeseberg
Cal Portner
Justin Dunford

Action Requested
Open the public hearing, receive public comment, and continue the hearing to July 6, 2026.

Background/Discussion
The applicant, Michael Margulies, representing Elk River Capital, LLC (Swervo Development), has submitted two land use applications in support of a proposed data center at 19178 Industrial Blvd NW. The property is located within the city's I-1 (Light Industrial) zoning district and is approximately 3.23 acres. The property includes an existing 62,000 SF industrial building that operated as an injection molding facility until late last year.

The applicant proposes modifying the existing building to house a data center. Proposed changes include demolishing 5,000 SF of the building to improve the loading dock area and adding cooling equipment along the south-west corner of the building. The data center proposes closed-loop cooling, which does not require large volumes of water but instead uses glycol-based cooling equipment to keep the technology at a safe operating temperature.

Submitted applications include an ordinance amendment to add data centers as an allowed use within the zoning district and a Conditional Use Permit (CUP), anticipating that the use would require a CUP for zoning approval.

Ordinance Amendment Application
As data centers are not currently allowed in the I-1 zoning district, an ordinance amendment is required. Data centers meet the type of industry, tax base, and job/economic base for use in this district. This process allows the city to proactively establish development standards for data centers anywhere within the district. Examples of standards that may be included are limiting their size, maximum energy use, cooling system, noise mitigation, and buffering requirements. The city is not required to add data centers as an allowed use, and the amendment process is designed to give elected and appointed officials an opportunity to review the benefits and challenges before making a final decision. Under current zoning codes, adding data centers to the I-1 district also allows their use in the I-2 zoning district.

Conditional Use Permit Application

The CUP application allows the city to review a specific project on a specific site. The application is reviewed against established standards within the ordinance. As a part of this process, the city would include specific conditions of approval to address potentially negative impacts of a project. These conditions must directly relate to the proposed project. With this particular application, city staff and city officials would be reviewing the project against the standards established by the ordinance amendment and the CUP process.

Public Hearing
The city recognizes that data centers have raised important questions and concerns in our region and across the state. The city is seeking input from the public as we review these applications. A public hearing is an important step in this process, and staff would like to collect questions and comments from the community to help inform the decision-making process. As data center technology is rapidly changing and can be technical at times, staff will review the feedback alongside the specific details of these applications.

The Planning Commission held a public hearing on May 26, 2026, and will address public comments from both meetings (PC & CC) during the June 23, 2026, Planning Commission meeting. The developer is also completing a noise study, which will be available for review in the June 23, 2026, Planning Commission packet and after the meeting.

Upcoming Meetings
The Planning Commission will hold another public hearing on June 23, 2026. Staff expects the Commission to make a recommendation on both the ordinance amendment and CUP applications on that date. However, the statutory review timeline does allow an additional extension to July 28, 2026, if necessary.

With a Planning Commission recommendation on June 23, 2026, the City Council meeting on July 6, 2026, would be the first opportunity for a decision to approve or deny the applications.

Financial Impact
None.

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

Attachments
1. Location Map
2. Narrative
3. Site Plan
4. Floor Plan
5. Public Comments as of 6-10-2026
6. Map of I-1 and I-2 Zones

Project Location Map

Michael Margulies

Conditional Use Permit

Case No: CU 26-05

19178 Industrial Blvd NW – Conditional Use Permit Narrative

Applicant seeks a Conditional Use Permit under Section 30-651 et. seq. of the Elk River City Code to allow 19178 Industrial Blvd NW (the "Property") to be used as a data center (the "Proposed Use").

Property Description and Use. The Property is a 3.223 acre parcel of land currently improved with two connected one-story concrete block and metal sided buildings with a total foundation area of 63,190 square feet. The buildings were constructed in phases during the period 1978-1997. The Property is in an entirely industrial area of the City and there are no residential properties located within 500 feet of any boundary of the Property. It has been used for industrial and manufacturing purposes since 1978.

Zoning Status. The Property is currently zoned L-1 (Light Industrial). By separate application, Applicant is seeking to amend the Elk River City Code Section 30-1293(d) to add data center use as a conditional use in the L-1 (Light Industrial) Zoning District.

Exterior Modifications. Applicant does not intend to make any modifications to the exterior modifications to the exterior of the buildings or to the site except to demolish approximately 5,000 square feet of the building to create a more efficient loading dock area.

Proposed Use. The Proposed Use is a 58,000 square foot data center to be leased to one or more data center operators.

Employment. The Proposed Use will create approximately 100 construction jobs during the period of construction for repurposing the building. The construction will take approximately six to nine months. Repurposing construction will commence in Summer, 2026.

Upon commencement of operations, the Proposed Use will employ approximately 40 persons divided among three eight-hour working shifts. It is expected that no shift will have more than ten employees on site.

Parking. The Property currently has 72 parking stalls. City Code does not have a specific parking requirement relative to data centers. City staff suggests that Elk River City Code Section 30-903(11) (Warehouse/Manufacturing) and specifically Section 30-903(11)(a) provides the best guidance for parking for this use.

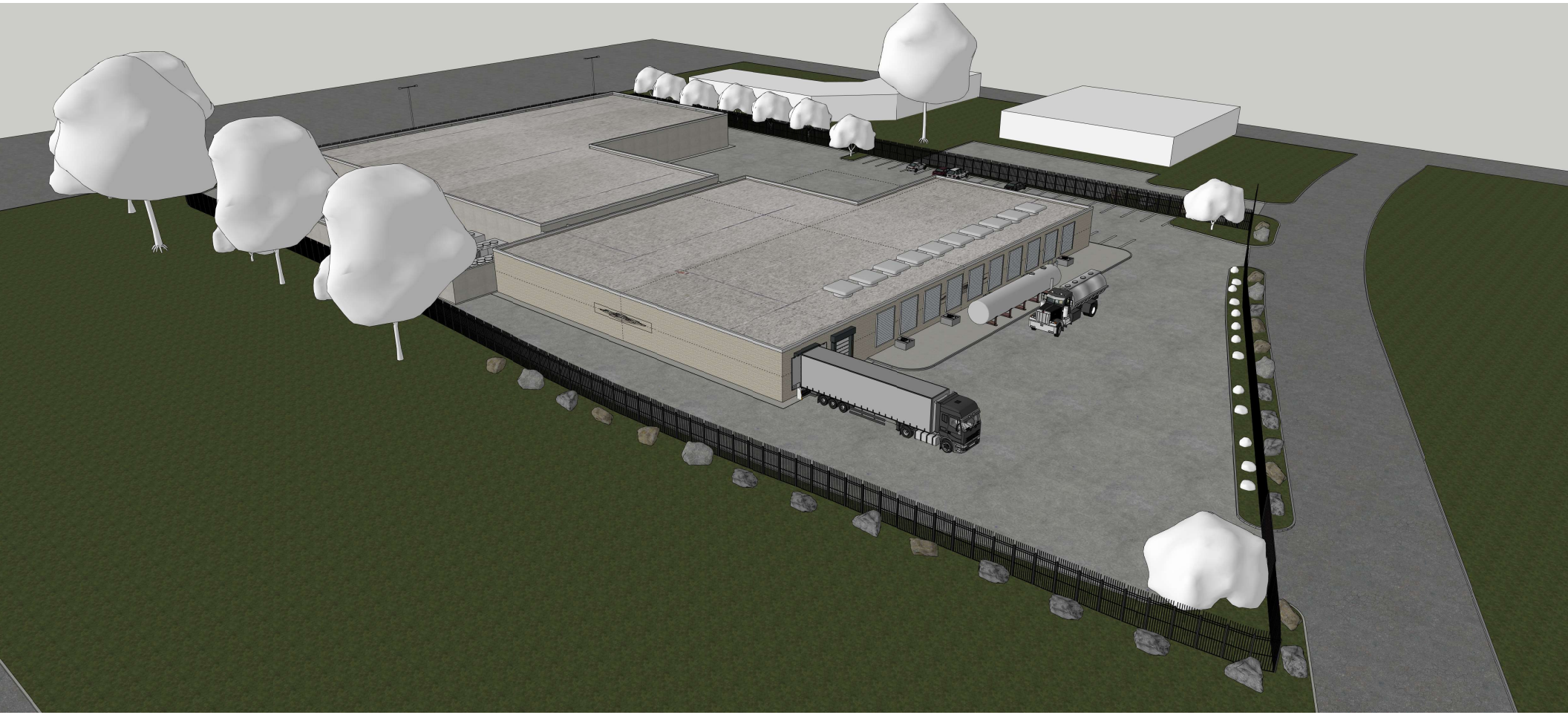
Section 30-903(11)(a) requires the following parking:

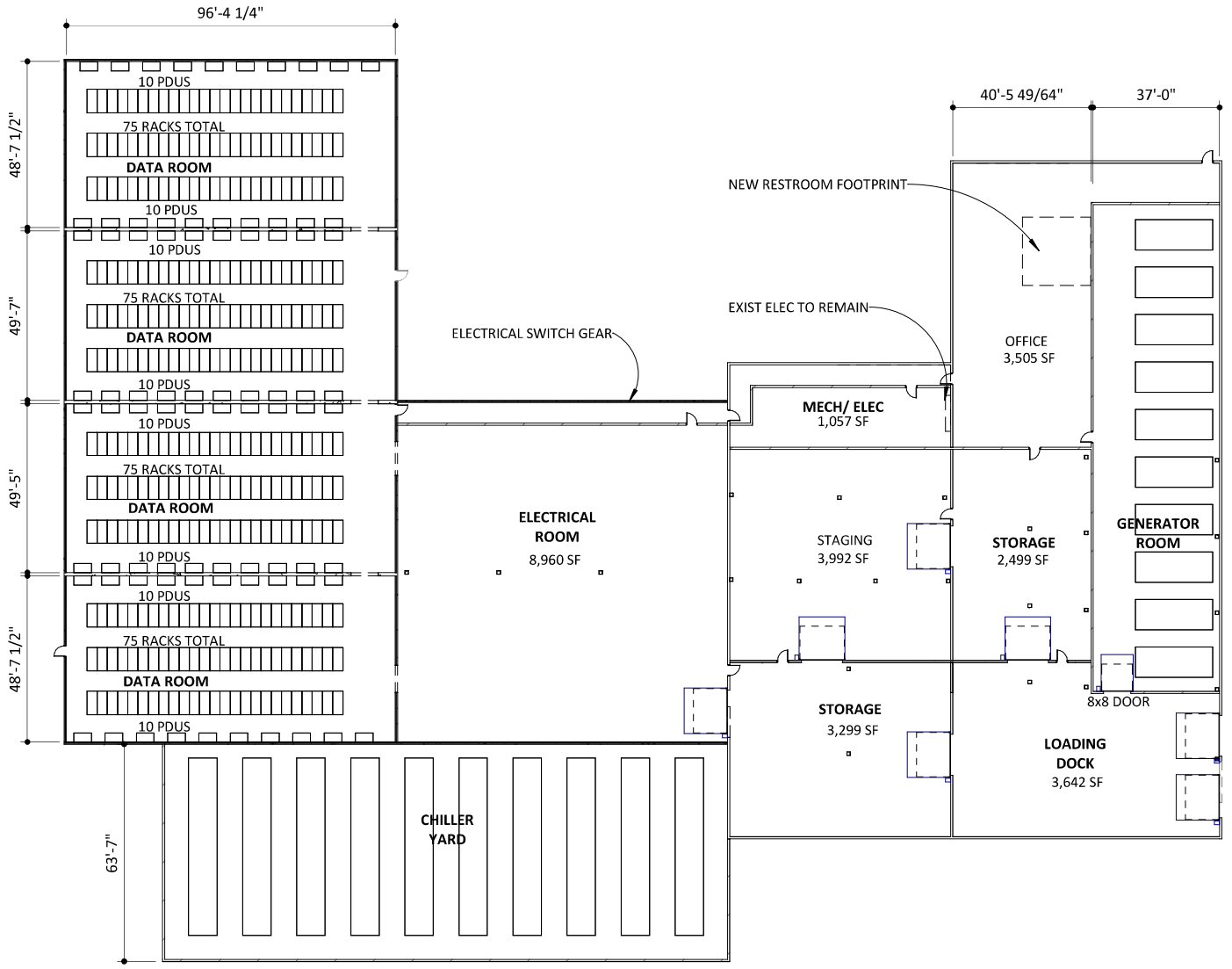
> *"... one parking space for each two employees on the major shift or one parking space for each 2,000 square feet of floor area, whichever is greater, plus one space for each company motor vehicle when customarily kept on the premises."*

The likely maximum number of employees during the major shift is 10, thereby requiring 20 parking spaces. Alternatively, assuming approximately 58,900 square feet of floor area, the parking requirement would be 29 spaces. Therefore, current available parking is more than double the required parking.

Satisfaction of Conditional Use Permit Requirements. Elk River City Code Section 30-654 sets forth the standards that must be met in order for a Conditional Use Permit to be issued. The Property and the Proposed Use satisfy all of the required standards. Specifically, the Proposed Use:

1. Will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the City;
2. Is consistent with the Elk River Comprehensive Plan;
3. Will not impede the normal and orderly development and improvement of surrounding vacant property;
4. Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares;
5. Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations;
6. Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance; and
7. Will fully comply with all other requirements of this Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use in the city





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FIRST LEVEL FLOOR PLAN

1/32" = 1'-0"

pope DESIGN GROUP

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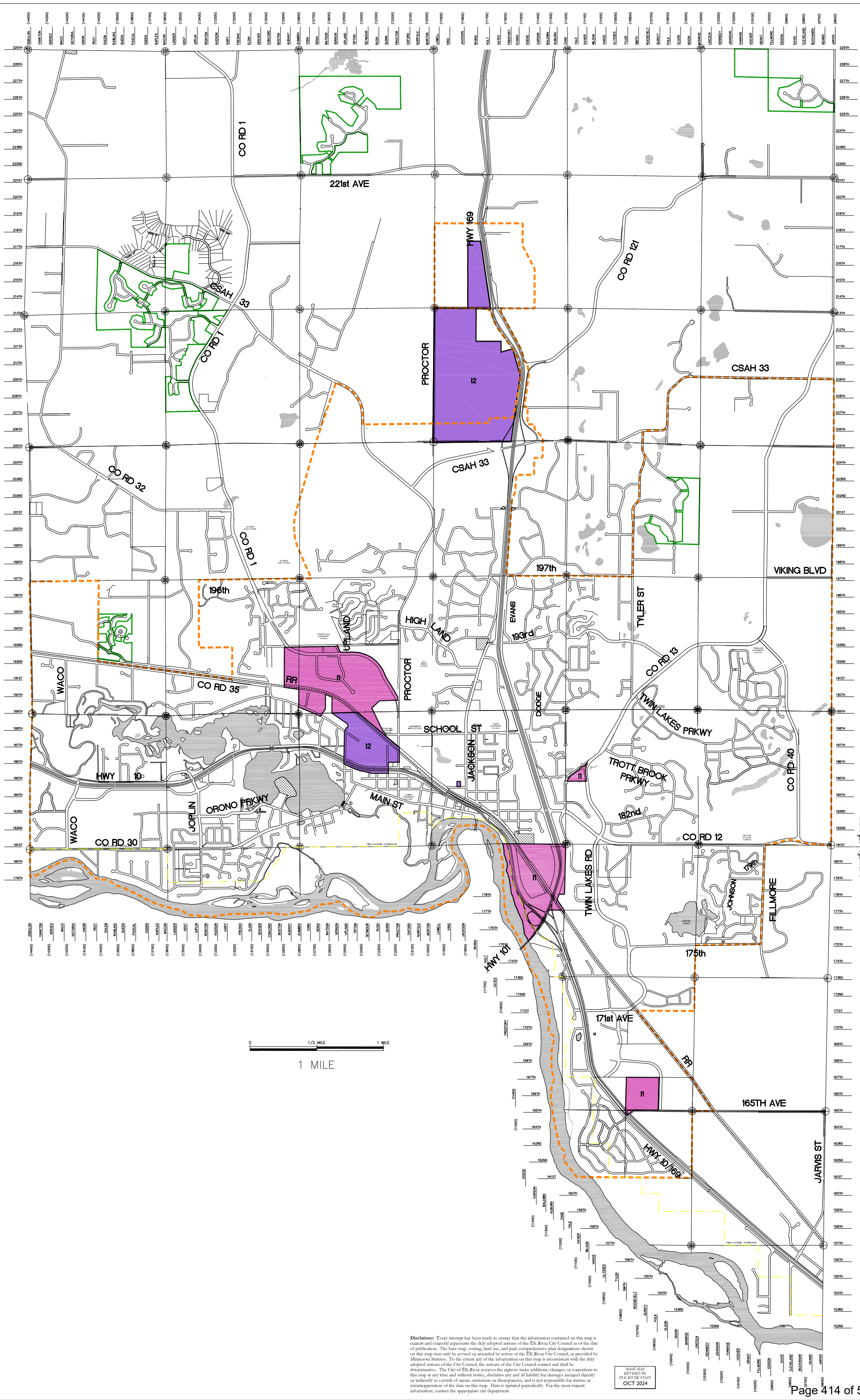
NORTH



Disclaimer: Every attempt has been made to ensure that the information contained on this map is current and correctly represents the duly adopted actions of the Elk River City Council as of the date of publication. The base map, zoning, land use, and park comprehensive plan designations shown on this map may only be revised or amended by action of the Elk River City Council, as provided by Minnesota Statutes. To the extent any of the information on this map is inconsistent with the duly adopted actions of the City Council, the actions of the City Council control and shall be determinative. The City of Elk River reserves the right to make additions, changes, or corrections to this map at any time and without notice, disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies, and is not responsible for misuse or misinterpretation of the data on this map. Data is updated periodically. For the most current information, contact the appropriate city department.

BASE MAP REVISED BY ELK RIVER STAFF
OCT 2024

Outlook

NO data center

From Hannah Lubinski
Date Wed 6/3/2026 9:53 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

You don't often get email from Learn why this is important

Zack,

I'm emailing in reference to the data center proposal in Elk River. I urge you to NOT move it forward. It will bring zero net positive benefit to the community, in fact it will harm the community.

No one wants data centers in their community. We vote for people who listen to those in the community. This should be an easy NO to scrap the data center proposal and put in something else that would actually benefit the community.

Please research negative impacts of data centers, including increased land temperatures around the data centers, childhood cancer rates increasing, obnoxious sound levels, bright lights, and other factors. No one wants data centers in their neighborhood or places they visit frequently. I understand this isn't a hyperscale data center and maybe some of what I mentioned above isn't as aggressively applicable but it's applicable enough to make this an easy decision to say NO DATA CENTER. Especially since it's by an elementary school. Children and their health and safety are important.

Thanks for your time,
Hannah Lubinski

Outlook

Online Form Submittal: Send Zack Carlton an Email

From noreply@civicplus.com <noreply@civicplus.com>
Date Tue 6/9/2026 6:38 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

Send Zack Carlton an Email

TO: Zack Carlton

First Name	Julie
Last Name	Lawrence
Reply Email Address	
Subject	Data Center
	(Section Break)
Comments	I am not okay with a data center coming to my community. It is in no way good for us - the amount of energy and water they use, the probability of pollution to the Mississippi, the ramifications of our wildlife, the noise of pollution and the costs to all of us tax payers living here (increased energy/water costs) How could the city think this is a good idea? This gives the vibe that pockets are being lined and the health of the community is for sale.

Disclaimer
Information submitted is considered public data.

Email not displaying correctly? View it in your browser.

Outlook

FW: NO DATA CENTER

From: Jody S
Sent: Thursday, May 28, 2026 5:46:19 PM
To: Justin Dunford <JDunford@ElkRiverMN.gov>
Subject: NO DATA CENTER

You don't often get email from Learn why this is important

I'm a concerned paying taxpayer, that lives in Elk River and I am completely against the data center. Has there been any thought about the resources that will be taken from the community, not just the quick high you will receive for the tiny bit of time it's constructed? We have lived here almost 13 years and in that time, have seen the taxes continue to climb, very, very high. We already have no choice for garbage or Internet. I'm not sure what the point of this data center would be. This city used to a place I was excited about, and unfortunately now, we are counting down the months until we can leave Elk River has changed so much, it's no longer the Elk River that used to be. I'm also fighting to help save the Boundary Waters. So please, unless you have something outside of the quick high of a financial kickback, stop this madness.
Very concerned resident,
Jody Shenkle

Outlook

Elk river data center

From Kate A
Date Thu 5/28/2026 6:57 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

[You don't often get email from

Hello Elk river
I strongly appeal you to block development of data centers - for the environmental impacts including water, energy, and biodiversity. The land belongs to people not allowing large corporates to come in and use all resources and forever change the land

I work in the environmental industry and while they do siting and tests and comply with legal requirements there is still too much unknown impact and negative impact that comes into the community. It does not bring more jobs or enough positive value to allow this.

Thanks
Kate

Sent from my iPhone

Outlook

Data Center case OA 26-02 & CU 26-05

From Zose
Date Mon 5/25/2026 3:00 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

You don't often get email from Learn why this is important

To Zack Carlton,

I read with much dismay and horror that there is a planned data center to be put at19178 Industrial Blvd. NW.
This is beyond unacceptable for many reasons :

1. Known excess water usage by these unnecessary facilities which unfairly depletes the local ground water supplies. There are many households who rely on well water. Water pressure already dips during spring and summer due to local farms need for water. Contrary to some reports, the groundwater in the area is not aok fine and dandy. The water pressure is already an issue due to the continued greed driven massive overdevelopment projects.
What do we do when our wells run dry? At this point, I am looking for an attorney to sue the City of Elk River, Sherburne County and anyone else responsible for this problem when the inevitable does happen as did in the Coon Rapids/Blaine area.

2. The well known drain on power sources by data centers. Across the board it always raises electricity bills. I do not think that the rightful, legal constituents of Elk River can afford this. Nor, should they.

3. The pollution that data centers release as well as the constant drone that has been scientifically linked to health issues for the victims in the surrounding areas. Another source of a large lawsuit.

No, they do not ultimately provide enough jobs to legitimize the massive problems and destruction of quality of life that they always cause.

So, please, for once, put the rightful constituents of Elk River before any more greed driven unnecessities such as this.

Thank You,

Kathee

Outlook

Online Form Submittal: Send Zack Carlton an Email

From noreply@civicplus.com <noreply@civicplus.com>
Date Sat 6/6/2026 5:02 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

Send Zack Carlton an Email

TO: Zack Carlton

First Name	karlaronnebaum
Last Name	karlaronnebaum
Reply Email Address	
Subject	Data center
(Section Break)	
Comments	I do not want a data center in elk river. Costs are very high in sherburne county already. This noisy air pollution data center will suck up to 100,000 houses worth of energy a month. You might get $ up front but seems to be the consensus that the city after awhile gets stuck with the cost. Do just a fraction of research and you will see that this is a bad thing. Environmentally, with noise and air pollution. That should be a big NO right there. Plus not like it will bring in jobs once building is built they only staff around 20 people. Very few local. I know I'm not the only one. I'm saying NO to data centers Thanks and remember to use your conscious. If it feels wrong it probably is wrong.

Disclaimer
Information submitted is considered public data.

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Outlook

FW: Proposed data center

From: Stephanie Wallace
Sent: Thursday, May 28, 2026 1:51:59 PM
To: Justin Dunford <JDunford@ElkRiverMN.gov>
Subject: Proposed data center

You don't often get email from . Learn why this is important

Hello,

My name is Stephanie Schultz and I've had the pleasure of living in Elk River for three years now. My husband and two daughters have enjoyed our neighborhood, amenities the city has to offer, and the smaller town feel while still having necessities close by.

It will be of great disappointment that the city would be allowing data centers into our community. A simple google search demonstrates the negative effects of them to towns, cities, and states. As someone with two small children, I genuinely fear for the state of our planet as these are becoming more popular . We are currently paying astronomical fees in property taxes and utilities to live in ER and the guarantee for them to increase is unacceptable.

Data centers have been shown to increase local taxes/utilities cost, deplete water sources, and are giving off emissions (electromagnetic) that have been shown to have harmful affects on people and animals.

As someone who is employed and works remotely, my concern for them also depleting our energy grid is also of great concern. Our environment is already at such a risk for warming and seasons changing, adding these centers to our state and our cities would only increase that as they have been shown to increase temperatures, creating "heat islands".

Our community is not the only one who is against these centers. Monticello is also against having them and as a citizen of Minnesota, I stand with them fully.

The value these centers will add to our community is minimal if none. I do not support the building of data centers into Elk River and will not be supportive of any government official who is supporting this change.

The negative impacts it will have on water supply, power grids, health of people/animals, environmental impacts (heating, pollution, carbon emissions, etc) as well as noise and thermal pollution would be devastating to our community for generations to come.

Let's not think about the current state of the world, but think about our future generations and doing better for them. Ai is convenient and easy, but it's not the solution or answer. We are against these data centers. We will not welcome them into our community. And anyone who does so is incredibly foolish and ignorant.

Sources:

Please take my opinion into consideration and block this from happening. Listen to the citizens of your city and do not allow this travesty to happen.

Thank you for your time.

Stephanie Schultz

Sent from my iPhone

Outlook

Online Form Submittal: Send Zack Carlton an Email

From noreply@civicplus.com <noreply@civicplus.com>
Date Sat 6/6/2026 4:25 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

Send Zack Carlton an Email

TO: Zack Carlton

First Name	Teresa
Last Name	Dill
Reply Email Address	
Subject	Data center
	(Section Break)
Comments	No Way on a data center. Please make decisions on behalf of the people. Do not line the pockets of billionaires and perhaps, “yourself.” Do not fall for the community investment they will promise. They do not care about people or the environment. I am 55 years old and have lived in elk river for over 50 of those years. If this is proposal is entertained, time to move. This city and state used to be a good place to live but for over a decade working people are over taxed to subsidize nonsense initiatives… in the name of what? Poor decision making is degrading common folk quality of living. Do the right thing. It’s not hard to be honest and work on behalf of the community and constituents.

Disclaimer
Information submitted is considered public data.

Email not displaying correctly? View it in your browser.

Outlook

FW: Proposed Data Center

From: Tabetha Kallsen
Sent: Thursday, May 28, 2026 1:01:55 PM
To: Justin Dunford <JDunford@ElkRiverMN.gov>
Subject: Proposed Data Center

You don't often get email from . Learn why this is important

I'd like to go on record stating I am strongly opposed to a data center in Elk River. The effects on the environment as well as the surrounding area is horrible as well as for the folks near the center. I vote NO data center!

June 5, 2026

To: Elk River City Council

Elk River Planning Commission

Re: Proposed Data Center Public Hearings

Roughly 50 years ago Elk River was predicted to have explosive growth. A solid planning foundation was developed and has evolved over time. Elk River has done a wonderful job of meeting the challenges that brought us to today.

There are 2 controversial new kids on the block – Data Centers and Detention Centers.

Re: Detention Centers

This isn't our most current issue, but there's plenty of opportunity for something like this to be next. I truly hope that never comes to be.

Re: Data Centers - tied to the latest AI technology. They are necessary. But, it's important to proceed with caution.

Numerous cities and towns all over Minnesota (many in our vicinity) are being approached for data centers - large and small. They bring subterfuge, big money, lots of promises, and misleading assurances. The latest Becker plan has fallen apart over a land sale snafu, some are being evaluated, many are declaring moratoriums. **I encourage Elk River to also declare a moratorium** to study the pros/cons and develop strong tools for managing all requests. Our quality of life, environmental concerns, long range possible complications, and the ramifications of water and electricity needs are too important to compromise with a hasty decision.

Once one of these operations gets a foot in the door, you know there'll be more and bigger ones to follow.

Q Has The **League of MN Cities** established workshops to address these matters, so there is some collaboration and continuity? It seems coordination would be essential to maintain the vitality of the entire state. We have extensive open land in MN that could be ripe for at least 1 mega data center.

RE: Elk River request

I asked at the first PC meeting about who we are dealing with. My antennae went up when I saw the public notice, which was easy to miss. It seemed odd that it was an individual making a request for something like this. Also, there was no blurb elsewhere in the Star News.

I had done some digging around on the internet with only the attorney's name available and eventually found some information tying him with E R Technologies (a shell company created to obscure the identity of the real developer).

The Elk River Municipal Utilities speaker addressed the matter of how the electric demand would be handled and that it won't affect our residential rates. He never mentioned the major housing development going in along Hwy 10 on the east side of E R. H talked about the closed loop design re: water usage and the minimal demand. Also, nothing was said re: our sewer and water capacity for that development. **Q:** Were these estimates included in his figuring of future demands associated with this data center request? He seemed rather supportive of the proposal and conveyed the impression it must have some positive revenue implications for the municipal. **Q:** What are the potential gains or advantages are there for Elk River?

The Attorney stood out in the audience with a business suit on. I don't think he really added much by way of information.

Ned Abdul was introduced and he mentioned Elk River Capital LLC and an affiliation with Swervo. He was dressed like he'd just come in from mowing the lawn. A strategy to appear non-threatening. He basically repeated much of the data center operation presented by E R Municipal and the attorney.

So, I did more internet searching.

Not much was available re: Elk River Capital LLC. It appears to be a friendly sounding business name created specifically for this request. We still don't know who the real customers are that will be using this facility.

Ned Abdul is a well-known dealer in high-end real estate in the Twin Cities area. It seems he **is** Swervo.

I printed out the various pieces of information I found in my searches and brought them to the front desk at city hall, along with this letter. I did not make another copy for myself. I also sent this email electronically to Zack Carlton.

Thank you for scheduling multiple public hearings so word can get around and people can have plenty of opportunities to speak to this matter. There were some pretty knowledgeable people to spoke at the 1st meeting.

Thank you for considering my concerns at that meeting and in this follow-up letter.

(I cannot do a written signature on my computer. There is one on the copy left at the front desk).

Estelle E. Gunkel

Estelle E. Gunkel

17155 Quincy St NW, #121

Elk River, MN 55330

eegunkel@gmail.com

From Estelle Gunkel

Copilot Search

Elk River Technologies Headquarters Location

Elk River Technologies, LLC — a Minnesota-based limited liability company — has its **registered address** listed as **1010 Dale St N, Saint Paul, MN 55117-5603** OpenCorporates+1 . This is the official registered agent address on file with the Minnesota Secretary of State.

However, the company is also associated with a **data center and substation project** in Elk River, Minnesota. In November 2024, Elk River Technologies sold land in Sherburne County to Amazon Data Services for a data center and substation, with the property located at **4800 80 S 8th Street, Minneapolis, MN 55402** www.mndor.state.mn.us . This site is part of a larger $1 billion data center project announced in 2022, though Elk River Technologies is a shell company created to obscure the identity of the real developer DatacenterDynamics .

Summary of key locations:

- **Registered/Corporate HQ:** 1010 Dale St N, Saint Paul, MN 55117-5603 OpenCorporates+1
- **Project/Operational site (data center land sale):** 4800 80 S 8th Street, Minneapolis, MN 55402 www.mndor.state.mn.us

If you are looking for the

OpenCorporates
Elk River Technologies, LLC :: Minnesota (US) :: OpenCorporates
https://opencorporates.com/companies/us_mn/a24e0938-eb40-ee11-9076-00155d01c440

Bizapedia
ELK RIVER TECHNOLOGIES, LLC in Saint Paul, MN - Bizapedia
https://www.bizapedia.com/mn/elk-river-technologies-llc.html

Show All

Written by **Bill Glahn** | January 18, 2025

Questions swirl around Xcel/Amazon land deal in Becker

The Minnesota *Star Tribune* headline sums it up:

> *Xcel said a nearly $8M land sale was a good deal for ratepayers. The buyer flipped the land to Amazon for $73M.*

The land in question is an undeveloped 348-acre parcel near Xcel's massive Sherco power plant complex in Becker. The land is expected to host a huge new Amazon data center, expected to require 600 MW of electric power. That amount is roughly equivalent to the output of Xcel's nearby Monticello nuclear power plant.

I mentioned these real estate transactions in a post a few weeks ago, after running across this account in *Finance & Commerce* published back in November.

Both *Finance & Commerce* and the *Star Tribune*'s Walker Orenstein outline the history of the deal:

In April 2024, Xcel sold the land to a company named Elk River Technologies, LLC. According to records maintained by the MN Secretary of State's office, the company was incorporated in August 2023. The company's address matches that of a law firm located in the IDS Center in downtown Minneapolis.

The $7.7 million land sale from Xcel to Elk River Technologies was a no-bid deal. The transaction was so unique it required separate approval by the state Public Utilities Commission (PUC).

The PUC approved the deal under the belief that a bidding process could have produced a higher bidder who would use the property for some purpose other than the building of a massive, power-hungry data center.

Who is Elk River Technologies? Orenstein reports:

> *Only later did Elk River Technologies reveal it was a subsidiary of Kansas-based engineering and construction firm Black & Veatch, which has also consulted in the past for Xcel on operations at the Sherco coal plant.*

Black and Veatch (B&V) is a multi-billion-dollar engineering and construction behemoth headquartered in Overland Park, Kansas. So, a consultant doing work for Xcel — consulting work paid for by Xcel's monopoly customer base — purchases land from Xcel at a below-market price.

B&V/Elk River Technologies then turned around, six months later, and flipped the land for $73 million to Amazon, the world's 5th largest corporation measured by market capitalization.

Xcel's ratepayers didn't see a dime from B&V's more than $65 million windfall. That works out to more than $10 million in profit for every **month** B&V held the property on its books.

Needless to say, consumer advocates, the PUC itself, and many others are now raising questions about the transactions, and what B&V did, if anything, to earn this ratepayer-subsidized windfall.

We've written frequently about data centers because of their potential to completely transform the electric utility industry.

We're still in the early, literal land-rush days of the phenomenon. Minnesota has chosen to rely on state regulators, rather than a free-market, to protect consumers from government-granted monopoly providers, and the opportunists who feed upon them. Perhaps the regulators could start doing their jobs as Xcel seeks another massive rate increase this year.

Topics on this page

MINNEAPOLIS STAR TRIBUNE MINNESOTA XCEL ENERGY FINANCE & COMMERCE
MORE

Bill Glahn is a Policy Fellow with Center of the American Experiment.

Tags: Amazon, data centers, Xcel Energy

from Estelle Gunkel ★ From a Search off Elk River Techn

opencorporates

The Open Database Of The Corporate World

Company name or number Search

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Elk River Capital, LLC

Company Number
812b6ad5-6d30-f111-90a1-00155d01c440
Native Company Number
1641631700028
Status
Active
Incorporation Date
Please log in to see this data
Company Type
Limited Liability Company (Domestic)
Jurisdiction
Minnesota (US)
Registered Address
- 510 1ST AVE N, Suite 600
- Minneapolis

- 55403
- MN
- USA

Agent Name

Nedal Abdul-Hajj

Directors / Officers

1 officer available, please log in to see this data

Data source and freshness

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Last change recorded
Next update from source
Source

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From Estelle Gunkel Search for ELK River Capital LLC under ELK River Techologies.

Similarly named companies

Found 13. Showing first 10

- Elk River Capital, LLC (Idaho (US))
- Elk River Capital LLC (Wyoming (US))
- branch Elk River Capital, LLC (California (US))
- Elk River Capital, LLC (Colorado (US))
- ELK RIVER CAPITAL VENTURES, LLC (Tennessee (US))
- Elk River Capital Management, LLC (Colorado (US))
- Elk River Capital Partners, LLC (North Carolina (US))
- ELK RIVER CAPITAL PARTNERS, LLC (Tennessee (US))
- ELK RIVER CAPITAL, L.L.C. (Montana (US))
- Capital Properties Elk River, LLC (Minnesota (US))

* While we strive to keep this information correct and up-to-date, it is not the primary source, and the company registry should always be referred to for definitive information

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From Estelle Gunkel

How Xcel's land sale became a $65 million flip for private investors

March 7, 2025
By Olivia Carroll

SHARE

This article is the first in a series of articles CUB intends to publish discussing the ongoing conversations around data centers and their potential impacts on Minnesota's residential ratepayers. Find other entries in the series below.

- **Legislative Update: Protecting electric ratepayers from the costs to serve data centers**

- **CUB spearheads nation-leading legislation to protect ratepayers from the costs to serve data centers**

Update September 9, 2025: The Star Tribune reported that Amazon has halted its plans to house a data center on the land outside the Sherco coal plant. Read more here.

Xcel Energy owned 348 acres of land it had used as a buffer to its Sherco coal plant for the last several decades. With the upcoming closure of the generation facility, Xcel sought to sell the buffer land and return the proceeds to its customers. In 2024, Xcel sold the land to an unknown, private corporation called Elk River Technologies, LLC, for $7.9 million.

Less than seven months later, Elk River Technologies resold the same land to Amazon for $73.5 million— almost ten times the amount Xcel (and therefore Xcel's customers) received. Local city officials reportedly observed no physical changes to the land before the resale, nor did the company submit any plans to the city in preparation for future development.

As news outlets reported on the massive resale markup, the public, consumer advocates, and the Minnesota Public Utilities Commission (PUC) all asked the same questions: What happened to make the land value increase by *that* degree in such a short amount of time, and how can we ensure utility customers are appropriately compensated for future land sales? On February 28, the PUC held a hearing to discuss what went wrong.

What happened?

Under Minnesota law, regulated utilities like Xcel must receive PUC approval for land sales exceeding $1 million. Xcel filed its initial petition requesting approval of the sale in September 2022, explaining that Elk River Technologies intended to

purchase the land for the purpose of constructing a data center. The parcel is located next to Xcel's existing Sherco coal plant in Becker, Minnesota, and is well situated for data center development.

To justify why the sale was in the public interest—the standard required for PUC approval—Xcel primarily relied on a land appraisal it had received for the parcel earlier in 2022. Its market value was estimated to be worth approximately $7.7 million based on an independent third-party evaluation. Because Elk River Technologies offered $7.9 million, Xcel claimed the sale was a good deal, and that any additional competitive bidding process would unnecessarily delay customer refunds. Xcel also pointed to comments and testimony from the City of Becker and Sherburne County officials—the community where the land is located—who enthusiastically supported approving the sale under promises of substantial capital investment and increased tax base arising from the imminent development of a data center.

But if selling the land for $7.9 million in April 2024 was such a great deal, how did Elk River Technologies turn around and sell it with little to no improvement months later for $73.5 million? It seems to come down to a mix of poorly hedged bets, a lack of transparency, and a harsh introduction to the volatile market of data centers.

First, the land sale included contract terms that favored the purchaser as demand for data centers grew. Xcel initially entered into a contract to sell the land to Elk River Technologies in July 2022, pending PUC approval. As part of that contract, Xcel offered Elk River Technologies an up-to 18-month option contract for the sale—meaning the price and sale terms were locked in, but Elk River Technologies had 18 months to decide whether or not it actually wanted to purchase the parcel. In that time, Xcel could not sell the land to any other buyer or increase the price. Although the PUC approved the sale in March 2023, Elk River Technologies didn't act on the option to purchase until a year later, closing the deal in April 2024.

Xcel asserted that between entering into the sale contract with Elk River Technologies in 2022 and the actual sale of land in 2024, the market for data

centers dramatically changed as a result of artificial intelligence (AI). This market shift significantly increased the value of land well-suited for data centers (i.e., industrial land with access to existing utility and water infrastructure). But because Xcel was locked into the option contract, they were unable to renegotiate the terms of the deal by the time Elk River Technologies was willing to make the purchase.

Xcel also stated that during the 18 months before the sale, Elk River Technologies performed land assessments and other evaluations of the property in preparation for data center development. Presumably, although this work was technically completed before Xcel sold the land, it accounts for some of the value increase as well. Unfortunately, the PUC's February hearing did not reveal specifics as to what additional work Elk River Technologies did—or who paid for it, so it is difficult to know exactly how that work may have impacted Amazon's purchase price (if at all). One possible change was the installation of a water main line to the property. But the City of Becker received $20.5 million from the state Legislature for spending on infrastructure improvements that supposedly included plans for its construction within that budget. Notably, local officials indicated no permits were granted after Xcel sold the land nor were any visible physical improvements made.

Finally, when the PUC approved Xcel's initial sale it was not aware who Elk River Technologies actually was. Elk River Technologies is, in fact, a subsidiary of Black & Veatch, a Kansas-based engineering and construction firm with expertise in designing and constructing data centers for contracted clients. Black & Veatch has contracted with Xcel Energy before on various energy-related projects.

How do we make sure this doesn't happen again?

The outcome of this land sale is frustrating, to say the least. Had the additional $60 million in profits gone to Xcel instead of Elk River Technologies, customers could have seen a substantially larger refund, and at a time when the utility is requesting a nearly half billion-dollar increase to rates. Although nothing can be done to revise the past sale, the PUC's February hearing sought to flesh out what

lessons could be gleaned to prevent a similar situation in the future. Xcel's primary defense was that the company acted with the best intentions, using the best information it had when it entered into the contract for sale. While this may be true, there are several recommendations Xcel and others at the PUC identified to mitigate similar risks for future land sale transactions:

1. **Limited option contracts:** The length of time Xcel allowed for the option contract with Elk River Technologies left the utility unable to respond to significant market changes as they happened. The regulatory process can take time, and option contracts may be useful negotiation tools for dealing with transactions under uncertain timelines. However, utilities may need to take a more critical approach in future land sale negotiations to limit the amount of time the purchasing party has to make a decision.
2. **Competitive bidding:** While no one can be expected to anticipate sudden changes in the market, relying on one firms' appraisal can be a gamble. During the PUC's initial review of the sale, the Minnesota Department of Commerce agreed to support the transaction but recommended the PUC require competitive bidding for future transactions. Requiring a competitive bidding process can help ensure transparency and fairness of the purchase price, rather than relying on a single estimate from a market appraiser.
3. **Take promised benefits with a grain of salt:** The PUC sought to respect the wishes of the host community in making its decision to approve the sale. The information at the time of the PUC's review pointed to the sale being a reasonable purchase price, and the added benefits promised to Becker made the agreement that much more appealing. As conversations around increased data center deployment in Minnesota continue, this land sale highlights the need for caution. Data centers present an unknown future in a quickly moving, volatile marketplace. Although they often tout promises of job creation, increased tax base, and local economic development, there are currently few regulatory mechanisms in place to ensure those benefits materialize. The 348 acres in Becker may still see a data center developed by Amazon over the next few years. But regulators, lawmakers, local officials, and the general public should carefully scrutinize future projects to ensure Minnesotans are getting the best deal possible.

CUB will continue to engage in data center discussions at the PUC and the legislature as we look for ways to ensure residential utility customers are protected. Stay tuned for future articles on the data center debate.

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St. Paul, MN 55101
651-300-4701 / 844-MINN-CUB
contact@cubminnesota.org

Via Email
June 12, 2026

Elk River Planning Department
Elk River City Council
13065 Orono Parkway
Elk River, MN 55330

RE: Written Public Comment — Proposed Data Center, 19178 Industrial Boulevard, Elk River Capital LLC — June 15, 2026 Public Hearing

Dear Planning Commission and City Council Members,

I am a 34-year Elk River resident and nature photographer submitting this written public comment for the official record regarding the proposed data center at 19178 Industrial Boulevard by Elk River Capital LLC. I respectfully request that the following concerns be addressed before any vote is taken.

1. The Zoning Amendment Sets a Permanent Precedent

This proposal requires permanently amending Elk River's zoning ordinance to add data centers as an officially allowed use under Light Industrial (L-1) zoning. This is not a decision about one building - it is a decision that would open every Light Industrial parcel in Elk River to data center development, permanently. A 33-megawatt AI data center operating 24 hours a day, consuming the power of a small city, and generating continuous industrial noise at a river confluence does not meet any reasonable definition of light industrial use. The city should establish specific, enforceable standards for data centers before amending its zoning ordinance - not after.

2. Minnesota Law May Apply — Has It Been Evaluated?

Minnesota HF 16, passed in 2025, specifically addresses data center water impacts and prohibits permit approval if a facility will cause adverse impacts to watershed health. The Elk River watershed is located within the Source Water Protection Area for both Minneapolis and St. Paul - our river flows into the Mississippi approximately 25 miles upstream from the drinking water intakes for both cities. I respectfully ask: has HF 16 been formally evaluated in relation to this proposal? Has the Minnesota Pollution Control Agency been notified?

3. Required Agency Consultations

Friends of the Mississippi River has an active state-funded habitat restoration project at Bailey Point Nature Preserve - directly at our confluence. The Mississippi River Islands Scientific and Natural Area, designated by the Minnesota DNR in 1979, sits directly downstream. Within 30 miles of Elk River there are an estimated 40 to 60 active bald eagle nests, including up to 22 at the Sherburne National Wildlife Refuge alone. Research published in March 2026 documents that chronic industrial noise - the kind generated 24/7 by data center cooling systems - can shrink a hunting eagle's listening area by 90 percent, causing raptors to abandon otherwise suitable habitat.

Have the Friends of the Mississippi River, the Sherburne Soil and Water Conservation District, and the Minnesota DNR been formally consulted regarding the environmental impacts of this proposal?

4. Existing Non-Compliance Must Be Addressed

City staff have confirmed that Elk River's existing data centers are not in compliance with current city zoning - they operate as grandfathered legal non-conforming uses. Before expanding data center use through a permanent zoning amendment, the city should address this existing non-compliance and establish clear, enforceable standards that protect residents, wildlife, and our watershed.

5. An Unanswered Question

Public comments have raised questions regarding reports of an additional data center project in Elk River. I respectfully request that the city clarify whether any additional data center facilities are currently under construction or under review, where they are located, and what public review process was followed. Residents deserve a transparent answer before July 6.

In Conclusion

I am not opposed to responsible development. I am asking that this decision be made with full transparency, full legal compliance, and full consideration of the environmental and community impacts - including those that extend beyond Elk River's city limits to our shared watershed and wildlife corridor.

The Elk River motto is "Powered by Nature." I ask the city to govern accordingly.

Respectfully submitted,

Sheila Skogen
151 5th St.
Elk River, MN 55330

Sources available upon request. This comment is submitted for the official public record.

Outlook

Data Center

From Mary Knapp
Date Sun 6/14/2026 7:23 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

You don't often get email from . Learn why this is important

Information I have found is that residents in Minnesota and around the country tend to raise the same concerns when data centers are proposed:

- Electrical demand and whether large facilities could affect future power costs or require new transmission infrastructure.
- Noise from cooling equipment, rooftop chillers, and backup generators.
- Water consumption for cooling systems
- Limited permanent employment compared with the size of the facility.
- Lack of transparency about who the ultimate operator or customer is.
- Questions about tax benefits versus community benefits.

At a minimum, let's put a moratorium on this data center until we have more concrete facts and the taxpayers are comfortable with the idea. There shouldn't be a rush to push this action through the process. Let's take our time and get this done right.

Thank you for your time, see you Monday night!

--
Mary Knapp

Outlook

Public Comment: Data Center Ordinance Request

From Sophia Kruger
Date Mon 6/15/2026 6:38 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

You don't often get email from . Learn why this is important

Hello,

Please see below my comment that I wish to submit regarding Item 7.4 on the agenda for the City Council meeting on 6/15/2026.

Thank you,

Sophia

Elk River City Council Meeting

June 15th, 2026 6:00pm CT

Public comment in response to:

Item 7.4: Ordinance Amendment and Conditional Use Permit: Data Center, Michael Margulies, 19178 Industrial Blvd NW

Dear City Council Members,

My name is Sophia Kruger; I reside at 22220 Monroe Street NW, Elk River, 55330. I am writing in **opposition** to the proposal requested by Michael Margulies to change the city ordinance to allow for a proposed data center at 19178 Industrial Blvd NW. I ask that the Council take this request seriously and **oppose this ordinance amendment** as well.

As a public health professional, I'm opposed to this proposed ordinance change because data centers introduce air, water, and noise pollution that will harm the environment and the health of Elk River residents, let alone increase financial strain on residents as electricity rates increase to meet the demand of these buildings.

While it's true that there is not enough empirical research yet on the direct adverse health effects of data centers--that is to say, we don't know if building a data center 58,000 square feet in size near residences and schools will directly cause a spike in the rate of new asthma cases or new anxiety diagnoses -- we can certainly paint ourselves a picture based on what we do know so far.

We know that data centers emit noise at levels around 96 decibels, which is above the 85 decibel threshold considered harmful for our hearing. Persistent noise levels below that threshold have even been shown to cause disturbances among wildlife (and in humans). That noise is emitted constantly, day in, day out, and people who live nearby data centers have reported increased anxiety, headaches/migraines, and sleep disturbances.

While it looks good on paper to build a data center with a closed loop cooling system as it's said to draw in less water than other evaporative cooling systems, the reality is that that water consumption is just moved off site. Sure, the building doesn't draw in as much water, but data centers that use this mechanism for cooling require 10-40% more electricity than traditional evaporative cooling systems, meaning that thermoelectric and/or natural gas plants that generate the power our grid needs will consume even more freshwater to meet the data center's demand. As that demand increases, residents can expect their electricity prices to increase as utilities have to contend with increased strain on their grid too.

We also know that this cooling technology has the potential to introduce chemicals--like antifreeze, antimicrobials, and nitrates--at concentrations above their regulated limits into surface water, potentially reaching drinking water sources. This is because while the cooling technology uses less water, it cycles through that water with the occasional release of some used water to make way for new water. That released water, that had been cycling through the cooling systems building up the concentration of chemicals applied to prevent harm to the server equipment, is released as surface water that can run off into ground water sources. Depending on the amount of released water and the concentration of these contaminants, we could be negatively affecting aquatic species downstream of this data center and potentially polluting drinking water sources.

We also know that data centers often use diesel or natural gas generators on-site. These generators emit nitrogen dioxide and other fine particulate matter that can negatively affect the air quality and have been linked with increases in asthma diagnoses and other respiratory and cardiovascular health conditions. This data center is proposed right across the road from Meadowvale Elementary and within earshot of surrounding neighborhoods - I am not okay with exposing children and families to more greenhouse gases that may harm their respiratory health.

With what we do know right now about the harmful impacts of data centers, we should not take lightly the request by applicants to approve zoning for data centers - and this data center specifically - in our city. Approving this ordinance would open the floodgates - who's to say how many more data centers could be developed in our town? And how will those health effects compound? How much strain on local water sources will there be if future data centers are built? Can our electrical grid keep up if more centers come to town?

There are far too many questions that we as constituents deserve answers and not only this, Michael Margulies and Ned Abdul are questionable characters. I would not trust a disbarred, formerly imprisoned, lawyer (Margulies) and a developer who has been investigated by the FBI and faced fraud convictions (Abdul); they certainly do not seem like business persons the City and its residents should trust with the development of a project that is so controversial. In the City's Planning Commission

meeting on May 26th, neither could guarantee that this proposed data center would not be used for AI in the future, and neither could say what company they'd seek to lease their building.

I ask the planning commission to seriously take these concerns into consideration before making a decision on the applicant's request to amend city zoning ordinances to allow for inclusion of data centers.

Thank you.

Sophia Kruger

June 17, 2026

Elk River Planning Commission
Elk River City Council
13065 Orono Parkway
Elk River, MN 55330

Re: Ordinance Amendment OA 26-02 — Data Centers as a Conditional Use in I-1 and I-2 Districts

Dear Chair, Commissioners, Mayor, and Council Members,

I've spoken at every public hearing on this application since it was introduced, and I'm writing now because OA 26-02 is being given attention in its own right, separate from the site-specific CUP request. I appreciate that the city separated the two on the schedule, with the ordinance amendment taking up first — that gives this body room to focus on OA 26-02 without the pressure of a concurrent site decision, and I think that's the right way to handle it. The ordinance amendment will outlive this particular project. Whatever happens with 19178 Industrial Boulevard, OA 26-02 sets the standard for every data center that comes to Elk River after it — in any I-1 or I-2 zone citywide.

I want to be upfront about what I'm asking for: a moratorium on OA 26-02, paired with a task force charged with producing comprehensive, specific conditions before any ordinance amendment is adopted. I don't think that's an extreme position. As of this spring, roughly 70 cities, counties, and states across the country had active data center moratoriums in place — most lasting six months to a year, a few longer — specifically to let local policy catch up with this technology before locking in a standard. I'd rather Elk River take that same approach now than discover the gaps later, after the standard is adopted.

Why I think this request is premature

To be clear about what's actually in front of you: OA 26-02 is a request to add data centers as a conditional use to the I-1 and I-2 use tables. It is not draft ordinance language with specific standards attached. That distinction matters. Adding the use category now and leaving the conditions — noise limits, water and discharge standards, infrastructure cost allocation, setbacks — to be worked out later, case by case, is itself the gap I'm asking you to close before adoption, not after.

It also matters because a modern AI-era data center is not the same animal as the data centers most existing zoning frameworks were written to anticipate. Power density per square foot has increased substantially. Cooling methods have shifted from simple air handling toward closed-loop and liquid systems with their own lifecycle and discharge characteristics. And the pace at which these projects move from application to construction has consistently outrun the pace at which cities can write standards to govern them. Elk River is being asked to create a

permanent, citywide use category at the same time it's processing a live application under that category — not the sequence I'd expect a new, unfamiliar use type to be handled: standards first, then applications, not concurrently.

I'd ask the Commission and Council to think comprehensively about the full range of inputs and outputs a facility like this brings, not just the ones that happen to be the loudest at this stage of the process:

- **Noise.** Not just whether a peak decibel level clears a threshold, but the chronic, continuous, often tonal character of mechanical noise from a facility that runs nights, weekends, and holidays indefinitely. The kind we're hearing about frequently in the news. The kind the attached research will address in some detail.
- **Water.** Cooling water consumption, and — separately — the full lifecycle of closed-loop systems: makeup water needs, blowdown discharge, water treatment chemistry, and what happens to that water over the life of the system, not just at startup.
- **Thermal plume.** Waste heat rejected to the atmosphere or to surface water, and what that does to the immediate microclimate or receiving water body over time.
- **Electrical grid demand and cost-shifting.** Who pays for the infrastructure a large new load requires, and whether those costs land on the developer or get distributed across the existing ratepayer base. I think ERMU has put some effort into this, but it deserves detailed review and explicit conditions.
- **Backup generator emissions.** Diesel generators sized for 100% generation in a 10-megawatt or larger facility, and what their testing and emergency run schedules mean for nearby air quality.
- **Construction and truck traffic.** The volume and duration of heavy truck traffic during build-out, separate from the comparatively low traffic the facility generates once operational.
- **Property value effects.** What happens to home and business values for immediate neighbors when an industrial use of this scale and duration moves in next door.

None of these are exotic concerns. They're the ordinary list of questions any conditional use ordinance should answer before, not after, it's adopted. Right now, OA 26-02 doesn't answer them.

Why I think a moratorium and task force is the right tool

I went looking for examples of cities that have done this well — that captured the economic benefit of hosting a data center without adversely affecting the quality of life of their neighbors and nearby businesses. I didn't find one I could point to with confidence. What I found instead was a substantial body of forward-looking guidance from planners, consultants, and developers about what a city *should* do, and a separate, growing body of reporting from residents currently living next to data centers describing dust, noise, and disrupted sleep that the "should do" literature hadn't prevented. I also looked specifically for community benefit agreements with documented, post-construction outcomes — proof that the commitments made on paper held up

once the facility was running — and didn't find that either. What exists are recently signed agreements and unproven frameworks, not track records.

I raise that not to suggest this can't be done well, but to suggest that nobody — including Elk River — currently has a reliable model to copy. That argues for slowing down and building the standard deliberately, with the right people in the room, rather than adopting language now and hoping it holds up against the next application.

Can we confidently say at what distance neighbors are not adversely impacted by noise, emissions, and thermal plume? I haven't found clear answers yet, and I don't think that question should remain unanswered when the ordinance is adopted.

A task force with broad representation — residents, industrial-zone business owners and workers, ERMU, city staff, and an outside consultant familiar with the specific demands and effects of modern data center equipment — could do the work the current timeline doesn't allow: specific, measurable conditions on noise, water, thermal discharge, infrastructure cost allocation, and emissions, instead of general language that leaves those questions to be litigated case by case. I'd also ask the task force to study whether OA 26-02 should include a citywide cap on total data center load or on the number of facilities permitted, rather than treating each application as if it were the only one the grid, water system, and neighbors will ever have to absorb. I'd tie the moratorium to that task force's work product, not to a fixed calendar date — it lifts when the report is in hand, not before.

It's also worth noting that the city is not a passive party here. Elk River's own economic development website lists data centers as a target industry, citing reliable electrical power, water capacity, and electrical reliability as reasons the city is a desirable location for them. By observation, the city is actively recruiting for this industry. What that page doesn't address — and what OA 26-02 in its current form doesn't address either — is where within the city these facilities belong, under what conditions, and with what protections for the people who will live and work next to them. If Elk River is going to market itself for this industry, it owes its residents the comprehensive standard that marketing implies, not just the invitation.

I want to be clear that none of this is a position on whether Elk River should host more data centers at all. I think the goal is straightforward: capture the economic benefit this industry can offer without exporting the cost of doing so to the neighbors of the site. I don't think that's an unreasonable thing to ask the ordinance to guarantee before it's adopted, rather than after.

I’m including a list of questions that remain unanswered about the Elk River Capital LLC project. I would appreciate these questions being addressed in preparation for the CUP proceedings.

I've also enclosed printed research on noise and vibration impacts that I'd ask the Commission and Council to review as part of this record. For additional background and documentation related to this application, I maintain elkriverdatacenter.com as a public-interest resource; it's referenced here only as a source, not as an extension of this letter's argument, which is mine alone.

Thank you for the time and attention you've given this process. I'm glad to discuss any of this further and look forward to the continued hearing on June 23.

Respectfully,

Jesse Lang
19371 Upland St NW

Unanswered questions about the Elk River Capital LLC project

Operator Identity

1. Who will operate this facility?
2. What are their qualifications and operational and compliance track record?

Nearby School & Day Care

1. The applicant's narrative identifies no schools or day care centers near the site. Meadowvale Elementary is 732 feet from the site parcel boundary; Creative Kids Academy is 440 feet from the site parcel boundary, per Sherburne County GIS measurements.
2. The application record contains no proximity analysis addressing either facility. Elk River City Code § 30-654(4) requires that a conditional use permit applicant demonstrate the proposed use will not adversely affect parks and schools.
3. Has the city evaluated whether the ordinance amendment or CUP conditions should address proximity to schools and day care centers?

Electricity

1. What is the design PUE (Power Usage Effectiveness) for this facility?
2. What is the target kW per rack (or per cabinet) for this facility's design?
3. Is any liquid-to-chip or immersion cooling planned, or is this exclusively air-cooled at the rack level?

Closed Loop Cooling

1. What is the total system volume (gallons) for the closed loop at full 33 MW build-out, separated by Phase One (initial) and Phase Two?
2. What manufacturer/model chiller units are specified, and does the spec sheet confirm an air-cooled (no adiabatic pre-cooling) configuration, or does it include an adiabatic-assist mode that would add a separate evaporative water draw?
3. What is the basis for Mr. Hanson's representation that the system will "require no additional water" — is that engineering-verified for this specific chiller spec, or a general characterization of closed-loop technology as a category?
4. What is the disposal/discharge protocol for any blowdown or partial-drain event, given the glycol and corrosion-inhibitor chemical content?
5. Is there a contractual leak-detection requirement, monitoring threshold, or reporting obligation to ERMU/the City?
6. What is the City's enforcement mechanism if a leak occurs and is *not* major enough to trigger flushing, but the system is taking in makeup water over an extended period — at what point does that cross from "an initial fill" into a use ERMU's water rules weren't written to anticipate?

7. What chemicals or compounds will be used as part of the closed loop system?
8. What concentration of each chemical will be used?
9. What is the purpose of each chemical?
10. Has the developer built-out and used this type of cooling system before?

Generators: Capacity & Use

1. What is the nameplate capacity (kW or hp) of each generator unit?
2. How many units will be installed?
3. What is total installed generation capacity across all units?
4. Are these generators intended for any non-emergency use outside of testing and maintenance (demand capacity, peak shaving, etc.)?

Generators: Emissions

1. Has the applicant prepared a potential-to-emit (PTE) calculation for Nitrogen Oxides (NOx), Fine Particulate Matter (PM2.5), Carbon Monoxide (CO), and Hazardous Air Pollutants (HAPs)?
2. What EPA emission tier are the generator engines?
3. What fuel grade will these generators use?
4. Will any emissions control devices (diesel oxidation catalysts, particulate filters) installed?
5. Has any air dispersion modeling been performed to characterize ground-level concentrations at the property line and at the nearest receptor?

Data Center Noise: What It Is and Why the Standard Does Not Capture It

June 15, 2026 · updated June 15, 2026 · 23 min

TL;DR

Data centers emit constant low-frequency noise that is structurally different from other industrial sources — tonal, continuous, and resistant to conventional barrier mitigation. Minnesota's applicable noise standard measures sound in a way that systematically underweights the frequency range most associated with data center complaints: in documented cases, facilities measured at 40 to 59 dB(A) on residential property — within applicable limits — while neighbors reported sleep disruption, difficulty concentrating, and avoidance of outdoor spaces.

What Data Center Noise Is and Why It Differs from Other Industrial Sources

Primary noise sources

Data center noise originates from three systems. Their acoustic character differs significantly.

Air-cooled chillers are the dominant external noise source for data centers that use air-cooled heat rejection — one common approach for facilities that do not use cooling towers or water-side economizers. Air-cooled chillers require large axial fans to reject heat continuously.[1] Those fans produce tonal noise — sound concentrated at specific frequencies — driven by blade-pass frequency: the rate at which each blade passes a fixed point. According to INVC, a commercial noise remediation consultancy, the blade-pass tones generated by chiller fans are caused by aerodynamic interactions of the fan impellers and concentrate in the low-frequency range, typically propagating substantial distances from the site.[1]
Analysis: The degree of tonal character depends on equipment specifications. Variable-frequency drive (VFD) fans spread blade-pass energy across a band of frequencies rather than concentrating it at a fixed tone, reducing tonal character relative to fixed-speed fans. Whether specific equipment will produce problematic tonal noise varies by specification, which is why spectral analysis of the actual equipment

specified is more informative than dB(A) measurement alone for evaluating tonal character. The World Health Organization has concluded that A-weighted measurement systematically underweights low-frequency noise content where it is prominent, recommending C-weighting for health effects assessment in such cases.[2] This tonal character is what distinguishes chiller noise from broadband industrial noise.

Diesel generators are standard equipment in data centers as backup power for critical load. Diesel generators produce low-frequency noise at their engine firing frequency during both routine load testing, which is required under National Fire Protection Association Standard 110 (NFPA 110), and during actual power outages.[3] Generator exhaust systems dominate low-frequency noise output in the range of approximately 31.5 to 250 Hz, with tonal components at the engine firing frequency and its harmonics — typically in the range of 75 to 90 Hz for standard 4-stroke diesel generators operating at 1500 to 1800 RPM.[4] NFPA 110 requires monthly 30-minute operational tests at a minimum of 30% of nameplate kW rating; if a generator does not reach that threshold during monthly testing, an annual supplemental load bank test is triggered, and Level 1 systems require a comprehensive test every 36 months.[3] Whether generator test events comply with applicable noise limits at nearby receivers, and whether a conditional use permit addresses the timing and frequency of such testing, are questions a noise study scope should explicitly cover.

Server and rack cooling fans operate internally; though internal noise levels in operational data centers commonly reach 90 dB(A) near server areas,[5] the building envelope attenuates this substantially before it reaches any external receiver, making server fans less relevant to external community noise than chiller and generator sources.

What makes this noise different

Two properties of data center noise distinguish it from most other industrial sources that zoning and noise regulations were designed to address.

Tonal character. Most regulated industrial noise — manufacturing equipment, aggregate operations, truck traffic — is broadband: acoustic energy spread across many frequencies. Chiller fans and diesel generators produce tonal noise: energy concentrated at discrete frequencies. The noise concern from low-frequency tonal sources is not primarily peak annoyance in the way measured by short-duration listening tests.[6] The concern is instead chronic exposure: research on low-frequency noise exposure indicates that because tonal noise is predictable and repetitive, habituation is incomplete, and sleep disturbance and related effects may persist at exposure levels that would not produce acute complaints — though the epidemiological evidence on this point remains limited in scope.[7] [2] Low-frequency tones also penetrate building walls and conventional acoustic barriers more effectively than higher-frequency sound. Beginning in April 2023, Williams County, North Dakota officials began receiving noise complaints from residents surrounding the Atlas Power Data Center west of Williston — a high-performance computing and cryptocurrency mining facility — shortly after it became operational.[8] The company installed an acoustic barrier as mitigation; complaints continued, and in 2023 residents filed a civil lawsuit citing excessive

noise, property value impacts, and quality-of-life harms.[9] A monetary settlement was reached in 2026.[9] According to INVC's account of the case — a vendor source — the barrier cost approximately $5 million.[10] *Analysis: INVC attributes the barrier's failure to the physics of low-frequency tonal noise from cooling fans, which cannot be effectively attenuated by conventional barriers; the Atlas Power facility differs from a colocation data center in operational profile and scale, but the acoustic mechanism implicated — low-frequency blade-pass tones from air-cooled cooling fans — is common to facilities relying on air-cooled heat rejection regardless of workload type.* The frequency-dependence of barrier insertion loss is well established in acoustic engineering: barriers provide substantially less attenuation at low frequencies where sound wavelengths are long relative to barrier dimensions.[11]

Continuous operation. Unlike manufacturing, construction, or most other industrial uses, data centers have no operating hours, no seasonal shutdown, and no production cycles. A data center operates continuously once commissioned.[12] Community complaints about data center noise tend to focus on continuity of exposure more than on peak decibel levels.[13]

A noise source that operates continuously overnight presents a different exposure profile than one with higher peak levels but limited to daytime hours: ambient noise levels drop at night, making the same source more perceptible and more disruptive to sleep at lower absolute levels.[14] [15]

The Applicable Standard and Its Structural Limitations

How Minnesota Rule 7030 works

Minnesota Rule 7030 is the applicable state noise standard. It is a receiver-based standard: the noise limit that applies depends on the land use at the location of the person or property receiving the sound, not on the zoning of the source property.[16] Rule 7030 establishes minimum state standards; a municipality may impose more stringent requirements through conditional use permit conditions or local ordinance under its land use authority.

The rule establishes four Noise Area Classifications (NAC). Applicable limits under Rule 7030.0040, Subpart 2 for the three most commonly relevant categories:

NAC	Land Use	Day L50	Day L10	Night L50	Night L10
1	Residential, schools, medical, religious, educational services	60	65	50	55

NAC	Land Use	Day L50	Day L10	Night L50	Night L10
2	Commercial, retail, parks, professional services	65	70	65	70
3	Manufacturing, utilities, communication, all other	75	80	75	80
4	Undeveloped land, water areas	None	None	None	None

Daytime is defined as 7:00 a.m. to 10:00 p.m. Nighttime is 10:00 p.m. to 7:00 a.m.[17] L10 is the sound level exceeded 10 percent of the time during a one-hour survey.[18]

For any proposed data center, the relevant question is what land uses exist in the surrounding area and at what distances. Schools, residences, medical facilities, and places of worship are all NAC 1 receivers under Rule 7030.0050.[19] At any NAC 1 receiver, both nighttime limits must be satisfied simultaneously: L50 50 dB(A) and L10 55 dB(A). A measurement showing compliance on L10 alone without reporting L50 does not establish full compliance with Rule 7030.

Note: Rule 7030.0050, Subpart 3(A) provides that NAC 1 daytime standards may be applied during nighttime hours if the land use does not include overnight lodging.[20] Schools are NAC 1 receivers but typically do not include overnight lodging; where this exception applies, it would relax the nighttime limits at a school receptor to L50 60 dB(A) and L10 65 dB(A) — the daytime NAC 1 standards. Whether this exception or Subparts 3(B) or 3(C) apply at any given receptor depends on building construction and land use present, and should be addressed explicitly in noise study scope.

The A-weighting problem

Rule 7030 mandates measurement in A-weighted decibels, dB(A), through its incorporation of American National Standards Institute standard S1.4-1983 (ANSI S1.4-1983) by reference.[21] A-weighting is a frequency filter applied to sound level measurements to approximate human hearing sensitivity: the human ear is less sensitive to low frequencies at moderate sound levels, so A-weighting progressively attenuates low-frequency content before it is recorded in the measurement.

The practical effect for data center noise: A-weighting applies approximately 26 dB of attenuation at 63 Hz, and more than 40 dB of attenuation below 20 Hz, relative to mid-frequency content.[22] *Analysis: Chiller fan blade-pass tones typically concentrate below 250 Hz, varying by equipment; this range receives the heaviest A-weighting attenuation, meaning it contributes minimally to a dB(A) compliance reading even when present at levels sufficient to generate complaints.*

Larson Davis, a noise monitoring equipment manufacturer, notes that low-frequency humming “doesn’t contribute much to A-weighted noise levels but is often the source of complaints” — a facility can satisfy

Rule 7030's dB(A) requirement while generating tonal low-frequency content that A-weighted measurement systematically underweights.[23]

This is a structural property of the measurement standard, not a function of facility size. In the context of assessing health effects from low-frequency noise, the World Health Organization concluded in its 1999 community noise guidelines — a foundational reference that predates the current data center proliferation but whose low-frequency findings have not been revised in subsequent WHO guidance — that "since A-weighting underestimates the sound pressure level of noise with low-frequency components, a better assessment of health effects would be to use C-weighting" and that "when prominent low frequency components are present, noise measures based on A-weighting are inappropriate."[2] Rule 7030 requires neither C-weighting nor any supplemental low-frequency measurement.

Documented consequence: residents near data centers in Northern Virginia's Prince William County reported persistent noise complaints while measured levels on residential property were 40 to 59 dB(A) — within applicable limits — with neighbors reporting sleep disruption, difficulty concentrating, and avoidance of outdoor spaces.[24]

What Rule 7030 does not require

Minnesota Rule 7030 contains no requirement for:

- **C-weighted measurement.** C-weighting attenuates low frequencies much less aggressively than A-weighting, making it more sensitive to the low-frequency range where chiller fan blade-pass tones concentrate. The World Health Organization recommends C-weighting specifically for noise with prominent low-frequency components.[2] Independent acoustic engineers and some jurisdictions have identified C-weighted measurement or octave-band spectral limits as necessary to capture the noise character of data center cooling equipment; A-weighted limits alone have in documented cases failed to address community complaints that persisted within compliance.[25]
- **G-weighted measurement.** G-weighting, defined by ISO 7196:1995, covers the infrasound range of 1–20 Hz — below audible hearing but perceptible through bodily sensation at sufficient pressure levels.[26] [27] Large compressor-based cooling equipment can generate tonal energy that extends into or near the infrasound range; whether any specific installation does so depends on equipment specifications that are not established by a dB(A) noise study alone. Rule 7030 requires neither C-weighted nor G-weighted measurement; a noise study conducted under Rule 7030 therefore provides no spectral characterization of noise in these frequency ranges.[28]
- **Octave-band or 1/3-octave-band spectral analysis.** Octave-band analysis allows identification of discrete tonal frequencies and their relative contribution to total noise levels. Without it, a compliant dB(A) reading cannot identify which frequencies are present, at what levels, or whether any tonal component is prominent. *Analysis: The WHO has identified A-weighting as inappropriate for health-effects assessment of noise with prominent low-frequency components; a noise study reporting only*

dB(A) compliance therefore provides no basis for evaluating whether chiller fan blade-pass tones are present or at what frequencies.

- **A tonal penalty.** ISO 1996-1:2016 defines a framework for adjusting measured noise levels upward — by 3 to 6 dB — when a prominent tone is audible within a noise spectrum.[29] The empirical basis for tonal penalties is strongest at mid and high frequencies: laboratory research found annoyance penalties of 0 dB at 50 and 110 Hz, increasing to 12 dB at 2100 Hz.[6] *Analysis: ISO 1996-1 §6 specifies the adjustment based on tonal audibility without stating a frequency floor; the standard's text does not exclude low-frequency tones from the adjustment framework.* Peer-reviewed literature documents that a number of U.S. municipalities have independently adopted a 5 dB tonal penalty using one-third octave band analysis under ISO 1996-2, applicable to any prominent tone detected by the measurement methodology.[29] Minnesota Rule 7030 contains no tonal adjustment provision of any kind.
- **Post-construction verification.** Rule 7030 establishes limits but does not require post-construction measurement to confirm that operational noise matches modeled predictions. Post-construction noise monitoring can be required as a CUP condition under the city's land use authority independently of Rule 7030; the absence of a Rule 7030 requirement does not preclude the city from imposing one.

1. Industrial Noise and Vibration Centre (INVC), "Low-cost high efficiency data center noise reduction," invc.com (commercial noise remediation consultancy): "One of the most common complaints about data center noise is a low-frequency humming sound that travels long distances. The most common source is the large number of chiller or cooling fans required to control equipment temperatures 24/7. Technically, the hum is caused by the aerodynamic interactions of the fan impellers that may vary in frequency (pitch) as the fan speed changes with temperature." INVC is cited here for the mechanism description; its characterizations of specific cases are attributed to INVC where used. ↩ ↩
2. World Health Organization, Guidelines for Community Noise (Berglund, Lindvall, Schwela, eds.), WHO, Geneva, 1999: "Health effects due to low-frequency components in noise are estimated to be more severe than for community noises in general… Since A-weighting underestimates the sound pressure level of noise with low-frequency components, a better assessment of health effects would be to use C-weighting." The guidelines further specify: "When prominent low frequency components are present, noise measures based on A-weighting are inappropriate." For sleep specifically: "Low frequency noise, for example, from ventilation systems can disturb rest and sleep even at low sound levels… For noise with a large proportion of low frequency sounds a still lower guideline [than 30 dB(A)] is recommended." Note: these guidelines were published in 1999 and were written primarily in the context of traffic, aircraft, and general industrial noise. The 2018 WHO Environmental Noise Guidelines for the European Region (see below) build on this framework and do not revise the low-frequency findings. ↩ ↩ ↩ ↩
3. National Fire Protection Association, NFPA 110, Standard for Emergency and Standby Power Systems (2025 ed.), §8.4.2 and §8.4.6. Required test schedule: monthly 30-minute operational tests at a minimum of 30% of nameplate kW rating (diesel); if a generator does not reach 30% nameplate during monthly testing, an annual supplemental load bank test is required at not less than 50% of nameplate for 30 minutes followed by 75% for 60 minutes (the 2025 edition eliminated the prior 25%/30min step; some jurisdictions may still enforce earlier editions). Level 1 Emergency Power Supply Systems additionally require a comprehensive 4-hour test every 36 months under §8.4.9. Monthly transfer switch operation also required. Plain-language summary: National Fire Protection Association, "An Overview of NFPA 110," nfpa.org, January 2023: "The emergency power supply system needs to be inspected weekly, exercised monthly, and tested at least once every 36 months." ↩ ↩
4. Jubaili Bros, "Generator Noise Control: Enclosures, Silencers, and Acoustic Design," lb.jubailibros.com, July 2025: "Exhaust systems dominate low-frequency noise between 31.5 Hz and 250 Hz." Engine firing frequency for a 4-stroke diesel generator is: (number of cylinders ÷ 2) × (RPM ÷ 60); for a 6-cylinder engine at 1800 RPM this yields 90 Hz, at 1500 RPM approximately 75 Hz — both within the low-frequency range where A-weighting applies substantial attenuation. See also Engineering Research (Global Journals), vol. 14 (2014), documenting engine firing rate calculation and 90 Hz fundamental for 6-cylinder, 4-stroke, 1800 RPM generator. ↩

5. C&C Technology Group (data center infrastructure contractor), "Data Center Noise: Effective Strategies for Reduction," cc-techgroup.com: "Noise levels commonly reach upwards of 90 dB(A) near server areas." Cited for the internal noise level figure; this is a subsidiary point as the building envelope substantially attenuates this before it reaches the property boundary. ↩

6. Oliva, D., Hongisto, V., and Haapakangas, A., "Annoyance of low-level tonal sounds — Factors affecting the penalty," *Building and Environment*, vol. 123, pp. 404–414, 2017 (peer-reviewed, DOI: 10.1016/j.buildenv.2017.07.017): "Environmental and appliance sounds involving tonal components can be more annoying than broad-band noise… environmental and appliance sounds including tonal components are generally expected to be more annoying than non-tonal sounds with the same A-weighted sound pressure level (SPL)." Note: the same study found that the annoyance penalty was 0 dB below 200 Hz and increased with frequency above 200 Hz, reaching up to 12 dB at 2100 Hz. This frequency-dependence of tonal annoyance is not fully captured by flat penalty values in regulatory standards. ↩ ↩

7. Griefahn, B., "Effects of low frequency noise on sleep," *Noise & Health*, vol. 6, no. 23, 2004, reviewing primary literature including: Persson Waye, K. and Rylander, R. (2001) — in a cross-sectional study of 279 persons, fatigue, difficulty falling asleep, and feeling languid and tensed in the morning were reported significantly more often among those annoyed by low-frequency noise; and Verzini et al. (1999) — among 98 urban subjects exposed to dominant low-frequency noise from installations, air conditioning units, industrial processes, and traffic, energy content of 20–160 Hz was significantly related to sleep disturbance, concentration difficulties, irritability, anxiety, and tiredness. The review concludes: "Low frequency noise (20–200 Hz) is emitted by numerous sources in the society. As low frequencies propagate with little attenuation through walls and windows, many people may be exposed to low frequency noise." ↩

8. Williams County, North Dakota, "Williams County Update Regarding Atlas Power Data Center," press release, June 29, 2023: "Beginning in April 2023, County staff and officials began receiving noise complaints from residents surrounding the Atlas Power Data Center, located west of Williston." The release confirms $232,000 in code violation fines levied against Atlas Power Holdings ND, LLC, and documents the county's order for installation of "acoustical panels and security fencing" as a "sight and sound barrier for the site." Atlas Power's operational profile — primarily cryptocurrency mining and high-performance computing — is described in KFYR-TV (March 2022) and North Dakota Governor's office announcement (January 26, 2022). ↩

9. KFYR-TV (Michael Anthony), "Settlement agreements going out to residents by data center next to Williston," March 13, 2026: "In 2023, residents filed a lawsuit against the company asking for damages for the noise. They claim it tanked property values and hurt their quality of life. A settlement was reached two years later." Settlement details are confidential per Atlas attorney Doug Daniels, as stated to Northwest District Court Judge Kirsten Sjue. ↩ ↩

10. Industrial Noise and Vibration Centre (INVC), "Data Center Noise Regulation: a smarter approach to a global problem," invc.com (commercial noise remediation consultancy): "This 'jaw-dropping' $5 million structure was intended to be the definitive answer. It wasn't. It was a spectacular failure." The $5 million cost figure and the characterization of the barrier's failure originate from INVC's account of the project. INVC is a commercial acoustics consultancy. The underlying noise complaints, enforcement action, litigation, and settlement are independently confirmed by Williams County government records and KFYR-TV reporting cited above. ↩

11. The frequency-dependence of acoustic barrier insertion loss is established in standard engineering references. The Maekawa diffraction model (1968) and the Kurze-Anderson formula define insertion loss as a function of the Fresnel number N, which is inversely proportional to wavelength: at low frequencies where wavelengths are long relative to barrier dimensions, N is small and insertion loss is low. As summarized in ScienceDirect Topics, "Noise Barrier," citing Maekawa (1968) and Kurze-Anderson: barrier attenuation is "fundamentally frequency-dependent" and "high-frequency sound waves with short wavelengths experience greater attenuation because they diffract less efficiently around obstacles." A 100 Hz tone has a wavelength of approximately 3.4 meters; practical barriers of finite height provide substantially less insertion loss at such frequencies than at mid- or high-frequency content. ↩

12. Environmental and Energy Study Institute (EESI, a nonprofit policy research organization), "Communities Are Raising Noise Pollution Concerns About Data Centers," March 23, 2026, eesi.org: "Data centers' continuous operation means that cooling systems… generate a persistent humming sound around the clock." ↩

13. Environmental and Energy Study Institute (EESI, a nonprofit policy research organization), "Communities Are Raising Noise Pollution Concerns About Data Centers," March 23, 2026, eesi.org: "Complaints about data center noise tend to focus on its 24/7 consistent presence rather than on its volume." ↩

14. LSARS (acoustic engineering firm), "Data Center Noise: How Loud, How Far, How to Address," lsars.com: "Data center noise occurs 24 hours a day, including overnight when ambient noise levels tend to be lower. A 50 dB noise during the daytime may not be annoying, whereas it would be noticeable at nighttime." Cited for the nighttime ambient principle; corroborated by the WHO 2018 Environmental Noise Guidelines for the European Region cited above. ↩

15. World Health Organization Regional Office for Europe, Environmental Noise Guidelines for the European Region, WHO/Europe, 2018 (ISBN 9789289053563): nighttime noise limits are established specifically because exposure during sleep hours produces adverse

health effects distinct from daytime exposure at equivalent levels; the guidelines identify sleep disturbance as a primary health outcome of environmental noise exposure and establish recommended nighttime Lnight limits. The 2022 updated meta-analysis (PMID 35857401, *Environmental Health Perspectives*) confirms these findings remain current. ↩

16. Minnesota Rule 7030.0050, Subpart 1 (Applicability): “The noise area classification is based on the land use activity at the location of the receiver and determines the noise standards applicable to that land use activity.” Published electronically January 27, 2017. Statutory authority: MS s 115.03; 116.07; History: 11 SR 43; 18 SR 614; 41 SR 763. Noise standards table: Minnesota Rule 7030.0040, Subpart 2, published electronically December 12, 2003; statutory authority: MS s 116.07; History: 11 SR 43; 18 SR 614. L50 is the level exceeded 50 percent of the time; L10 is the level exceeded 10 percent of the time during a one-hour survey. ↩
17. Minnesota Rule 7030.0020 (Definitions). Subpart 3: “Daytime means those hours from 7:00 a.m. to 10:00 p.m.” Subpart 10: “Nighttime means those hours from 10:00 p.m. to 7:00 a.m.” Subpart 7: L10 defined as the sound level, in dB(A), exceeded ten percent of the time for a one-hour survey. Subpart 8: L50 defined as the sound level, in dB(A), exceeded 50 percent of the time for a one-hour survey. Statutory authority: MS s 116.07; History: 11 SR 43; L 1987 c 186 s 15; 18 SR 614. Published electronically December 12, 2003. ↩
18. Minnesota Rule 7030.0020, Subpart 7 (primary): L10 defined as the sound level, in dB(A), exceeded ten percent of the time for a one-hour survey. Corroborated by Minnesota Pollution Control Agency, “A Guide to Noise Control in Minnesota,” 2008, leg.mn.gov. ↩
19. Minnesota Rule 7030.0050, Subpart 2: NAC 1 land use activities include “Household Units (includes farm houses),” “Medical and other health services,” “Educational services,” and “Religious activities,” among others. These encompass residences, medical facilities, schools, and places of religious assembly respectively. ↩
20. Minnesota Rule 7030.0050, Subpart 3(A): “The daytime standards for noise area classification 1 shall be applied to noise area classification 1 during the nighttime if the land use activity does not include overnight lodging.” Subpart 3(B) allows NAC 2 standards to be applied to a NAC 1 building if: (1) the building “is constructed in such a way that there are no openable windows or doors to the outside” and (2) “the interior of the building is air conditioned or mechanically ventilated.” Subpart 3(C) applies NAC 3 standards to a NAC 1 building under the same conditions. Whether any of these subparts apply at a given receptor depends on the physical construction of the building and the land uses present, and is a question noise study scope should address explicitly. ↩
21. Minnesota Rule 7030.0060 (Measurement Methodology), Subpart 4(B): “Measurements must be made using the A-weighting and fast response characteristics of the sound measuring device as specified in American National Standards Institute S1.4-1983.” Subpart 2 specifies that measuring devices must meet Type 0, I, II, or S specifications under ANSI S1.4-1983. Statutory authority: MS s 116.07; History: 11 SR 43; 17 SR 1279; 18 SR 614. Published electronically December 12, 2003. ↩
22. A-weighting frequency response values are defined by ANSI S1.4-1983, section 5.1. ANSI S1.4-1983 is incorporated by reference into Minnesota Rule 7030 via Rule 7030.0010. Rule 7030.0020, Subpart 2 defines “A-weighted” by reference to ANSI S1.4-1983 section 5.1. A-weighting correction at 63 Hz is approximately -26.2 dB relative to the 1 kHz reference level; attenuation exceeds 40 dB below 20 Hz. Tabulated values available in IEC 61672-1:2013 (the current successor standard to ANSI S1.4-1983) and in standard acoustical engineering references. ↩
23. Larson Davis (PCB Piezotronics), “Data Center Noise Monitoring,” larsondavis.com (noise monitoring equipment manufacturer): “Low-frequency humming doesn’t contribute much to A-weighted noise levels but is often the source of complaints.” Cited for the measurement consequence; corroborated by WHO 1999 above. ↩
24. Neha Gour, Ed Maibach, and Luis Ortiz (George Mason University), “5 ways data centers endanger their local communities and the country as a whole,” *The Conversation*: “In northern Virginia, some residents have complained about an industrial-scale ‘drone’ or ‘hum.’ Measurements at the data centers that were the subject of complaints found noise levels were between 40 and 59 decibels on residential property. Those noise levels are quieter than a conversation… and not loud enough to damage people’s hearing or violate local noise ordinances.” Note: the article does not cite a primary measurement source for the 40–59 dB(A) figure; the claim is attributed here to the researchers’ account as published in *The Conversation*, not to underlying measurement data. ↩
25. Acentech (acoustic engineering consultancy), Alex Odom, “Good Noise Neighbor: Data Center Design for Community Noise,” lab.acentech.com, November 6, 2025: “Some regulations therefore use C-weighted decibels (dBC), which include more low-frequency content.” The article documents an unnamed Virginia jurisdiction where data center cooling equipment noise produced community complaints while operating within A-weighted limits; that jurisdiction subsequently revised its ordinance to clarify that commercial and industrial cooling equipment is not exempt from noise limits. The jurisdiction is not named in the article. Acentech is an independent acoustic consulting firm; this source is not vendor content. ↩
26. International Organization for Standardization, ISO 7196:1995, “Acoustics: Frequency-weighting characteristic for infrasound measurements”: “Specifies a frequency-weighting characteristic, designated G, for the determination of weighted sound pressure levels of sound or noise whose spectrum lies partly or wholly within the frequency band from 1 Hz to 20 Hz.” ↩

27. Baliatsas, C., van Kamp, I., van Poll, R., and Yzermans, J., “Health effects from low-frequency noise and infrasound in the general population: Is it time to listen? A systematic review of observational studies,” *Science of the Total Environment*, vol. 557–558, pp. 163–169, 2016 (peer-reviewed systematic review of observational studies, 2000–2015), summarizing Møller and Lydolf (2003): “Low frequency noise in the residential environment is described as a constant, deep and humming/rumbling sound and although complainants perceive it with their ears, the perception of bodily or external vibration is also possible.” The review found associations between LFN exposure and annoyance, sleep-related problems, concentration difficulties, and headache in the adult population. ↩

28. IEC 61672-1:2013, Electroacoustics — Sound level meters — Part 1: Specifications, §5 (frequency weighting characteristics). IEC 61672-1 is the current international standard defining A, C, and Z frequency-weighting curves for sound level meters, and is the successor standard to ANSI S1.4-1983 incorporated by reference in Minnesota Rule 7030. At 63 Hz: A-weighting applies approximately −26.2 dB of attenuation relative to 1 kHz; C-weighting applies approximately −0.8 dB — a difference of roughly 25 dB at that frequency. A-weighting approximates human hearing sensitivity at moderate levels; C-weighting applies significantly less low-frequency attenuation and is more sensitive to the frequency range where chiller fan blade-pass tones concentrate; G-weighting (defined in ISO 7196:1995) covers the 1–20 Hz infrasound range. ↩

29. ISO 1996-1:2016, Acoustics — Description, Measurement and Assessment of Environmental Noise — Part 1: Basic Quantities and Assessment Procedures, §6 (adjustment for tonal character): specifies an adjustment of 3 to 6 dB to be added to measured levels when a tone is prominent, depending on tonal audibility. See also Aykol, S. et al., “Effects of noise on mental performance and annoyance considering task difficulty level and tone components of noise,” *Environments*, MDPI, 2019 (peer-reviewed, PMC6582013): “There is no accepted allowable value for tonal noise, though a 5 dB penalty is incurred in a number of municipalities in the US, when detecting tone in components for a source by using a one-third octave band measurement technique determined by the ISO 1996-2:2007 standard, Annex D.” ↩ ↩

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Applicant's Noise Study and What the City Can Require

June 15, 2026 · updated June 17, 2026 · 18 min

TL;DR

A noise study evaluated solely against Minnesota's minimum dB(A) standard would demonstrate legal sufficiency — but would not establish whether neighbors will experience noise problems. Independent peer review with a defined scope that goes beyond dB(A) compliance is the most direct pre-approval mechanism for establishing whether the study actually addresses the frequency content most likely to affect nearby residents.

Where data center noise has become a sustained community problem the pattern is consistent: approval under minimum standards; complaints after operation begins; measurement under the same standard that failed to predict the problem; voluntary remediation; and regulatory reform — years after the fact.

The city's full negotiating leverage exists before the CUP is granted. After approval, if no enforceable noise conditions are included in the permit, the available mechanism is complaint-based enforcement under the same standard that could not capture the problem in the first place.

The Applicant's Noise Study: What It Will and May Not Show

What the study is structured to demonstrate

The applicant's noise study, due at the June 23, 2026 Planning Commission hearing,[1] will evaluate the proposed facility against Rule 7030 — the applicable legal standard and the minimum standard a study must satisfy for the CUP noise condition. A study evaluated solely against Rule 7030 would demonstrate dB(A) compliance at required receptor locations, but would not establish whether neighbors will experience noise problems. The four questions below identify what additional information a study must provide to be informative beyond bare legal sufficiency. Whether the submitted study addresses them can be evaluated when it is available. For the reasons described on this page and in Data Center Noise: What It Is and Why

the Standard Does Not Capture It, dB(A) compliance alone does not resolve the frequency-content questions most relevant to residential neighbors.

Margulies, appearing as the applicant of record at the May 26 hearing, characterized the study's intended scope as follows: the study "will not only say what the noise impact will be on the neighborhood — and hopefully that noise impact will be low, meeting the state standards the city has adopted — but if for any reason there are issues with noise standards it will tell us what type of mitigation is necessary and how to put that mitigation into effect."[2] The study's stated primary target is Rule 7030 compliance.

Methodological questions that determine whether the study is informative beyond bare compliance

Four questions determine whether the study provides meaningful information about the actual noise experience of nearby residents and the school, as distinct from a demonstration of legal sufficiency:

1. Spectral content beyond dB(A). Does the study report C-weighted levels, octave-band, or 1/3-octave-band results at sensitive receptors, or only dB(A)? Without spectral data the study cannot characterize whether low-frequency tonal content — the primary complaint mechanism documented at other data center facilities — is present at levels that would affect nearby residents or the school even if dB(A) compliance is confirmed.

2. Load scenario modeled. Is the noise model based on full Phase Two capacity or a lower operational assumption? The Electric Service Agreement (ESA) drafted between Elk River Municipal Utilities (ERMU) and Elk River Capital LLC establishes 23 MW for Phase One and an additional 10 MW for Phase Two, totaling 33 MW at full buildout.[3] A study based on a reduced load assumption would understate worst-case operational noise. The noise study should explicitly state the load scenario modeled.

3. Nighttime limit application. Does the study evaluate compliance against the nighttime L10 limit of 55 dB(A) at NAC 1 residential receivers? The facility will operate continuously including during the 10:00 p.m. to 7:00 a.m. nighttime period when the more protective standard applies to household units and other overnight lodging. Compliance during daytime hours does not establish nighttime compliance at residential receptors.

4. Receptor placement. Minnesota Rule 7030.0060, Subpart 1 requires that sound measurements be made "at or within the applicable NAC at the point of human activity which is nearest to the noise source."[4] The rule requires measurement at the nearest point of human activity — not simply at the parcel boundary. Meadowvale Elementary School is classified as NAC 1 under Minnesota Rule 7030.0050, Subpart 2, which places "Educational services" in NAC 1 based on land use activity at the receiver location.[5] For a school in NAC 1 that means the school building and outdoor activity areas; for a residence the dwelling and yard. A study should confirm that receptor placement satisfies this requirement not merely that measurement was taken at the property line. Separately the chiller yard is located on the south side of the

building enclosed by a concrete masonry unit (CMU) wall with planned acoustic treatment.[6] The acoustic performance of that enclosure — whether it is modeled as an attenuating barrier or a reflective surface — is a methodological question a peer reviewer should evaluate.

Why independent peer review requires a defined scope

Independent peer review of the applicant's noise study at applicant cost is a legally defensible and precedented CUP condition. Chandler, Arizona's data center noise ordinance, adopted December 5, 2022 following sustained community complaints beginning in 2014 at a data center in the Brittany Heights neighborhood, requires noise study review before and after construction.[7] The Chandler ordinance arose from a residential-adjacent siting context; the conditions it establishes are referenced here as documented precedent for the mechanism of independent review, not as a direct factual parallel to the Elk River site configuration. Without independent review built into the entitlement, inadequate noise analysis produces consequences borne by neighbors rather than the applicant — and where no enforceable noise conditions are included in the CUP, the only available remedy is complaint-based enforcement after the fact.[8] One noise analysis firm describes the result as "a post-approval nuisance complaint with no enforcement teeth."[9]

Peer review only has enforcement teeth if the CUP condition specifies scope. A condition requiring review of "the applicant's methodology" would authorize a peer reviewer to confirm internal consistency — it would not require the reviewer to evaluate whether the methodology captures the noise content most likely to affect neighbors. Under Minnesota Statutes § 462.3595, Subd. 1, CUP conditions must reflect "standards and criteria stated in the ordinance" — but the city may also attach reasonable conditions based on factual evidence in the public record.[10] *Analysis: A meaningful peer review condition should specify: C-weighted and octave-band analysis at all sensitive receptors; receptor placement at the chiller yard boundary in addition to property line; full Phase Two capacity load scenario; and nighttime limit evaluation at residential receptors.*

What the City Can Require, and Why Timing Matters

The city's authority to exceed the state floor

Minnesota Rule 7030 establishes minimum statewide noise standards. It is not a ceiling. Minnesota Statutes §§ 462.3595 and 462.357 together authorize municipalities to designate conditional uses by ordinance, to approve them subject to standards and criteria set in that ordinance, and to regulate land uses for the purpose of promoting the public health, safety, morals, and general welfare.[11] Municipalities may also incorporate those standards into zoning code through the ordinance amendment process.

Community Development Director Carlton confirmed at the May 26 hearing that the ordinance amendment process is specifically the vehicle through which the city can establish performance standards for data centers, including noise mitigation requirements.[12]

Specific conditions with documented precedent

The following conditions are supported by precedent in jurisdictions that have addressed data center noise:

Pre-construction baseline measurement by an independent acoustician, establishing ambient noise levels at all sensitive receptors before construction begins. Without a pre-construction baseline there is no objective reference point against which post-construction compliance can be verified. Chandler's ordinance requires baseline measurement as a condition of permit.[13]

Independent peer review of the applicant's noise study at applicant cost, with defined scope including: C-weighted and octave-band analysis at sensitive receptors; receptor placement at the chiller yard boundary; full Phase Two capacity (33 MW); and explicit nighttime limit evaluation.

Post-construction verification testing by an independent party, at applicant cost, after the facility reaches operational load. Measured results at sensitive receptors to be compared against modeled predictions. A defined remedy trigger — specific exceedance threshold and timeline — must be included for the condition to be enforceable. As LSARS (IOVerge LLC), a commercial noise analysis services firm, documents: "Without these items in the entitlement, the noise problem becomes a post-approval nuisance complaint with no enforcement teeth."[9] Documented timeframes in other jurisdictions include 60 days from occupancy (Albemarle County, Virginia draft ordinance)[14] and six months from certificate of occupancy (PennFuture Model Data Center Ordinance).[15]

Generator load testing restrictions. NFPA 110 requires periodic load testing of emergency generators. Without a CUP condition testing may occur at any hour including nighttime. Chandler's ordinance limits generator testing to weekday daytime hours with advance notice to adjacent property owners.[16] Whether a parallel condition is appropriate for this facility is a question for the city to consider in setting CUP scope.

Annual noise monitoring for the first five years of operation, during peak operational periods, with results submitted to the city. Chandler's ordinance requires annual noise study submission for five years after construction completion.[17] This creates a post-approval record and a mechanism for identifying operational changes — such as additional racks or increased load — that alter the facility's noise profile.

The ordinance amendment is the more consequential proceeding

Ordinance Amendment OA 26-02 (OA 26-02) would add data centers as a conditional use in all I-1 and I-2 industrial zones citywide. As Carlton described at the May 26 hearing, this is a permanent, city-wide change: any parcel in an I-1 or I-2 zone would be eligible for a data center application upon adoption.[18]

As of the May 26 hearing, no draft ordinance language for the new § 30-1293(d) section had been presented to the Planning Commission. The standards discussed — size, cooling method, noise mitigation, screening, setbacks — were identified as potential elements, not adopted requirements.[19]

The CUP governs one facility at one location. The ordinance, as Carlton confirmed, governs every future data center application in every I-1 and I-2 zone in Elk River.[18] As of the May 26 hearing, no size caps, aggregate capacity limits, or noise thresholds had been drafted into the ordinance text.[19]

Analysis: An ordinance that designates data centers as a conditional use without specifying noise performance standards establishes no baseline against which a future applicant's proposal must be evaluated; any conditions exceeding Rule 7030 compliance would require negotiation on each individual CUP application, with no binding floor established in the zoning code.[10]

The window for requiring more protective standards

The documented pattern in jurisdictions where data center noise became a sustained community problem follows a consistent sequence: approval under minimum standards; community complaints after operation begins; measurement under the same standards that failed to predict the problem; voluntary operator remediation such as acoustic shrouds or louvres — which instrumentation and measurement authorities describe as ineffective against low-frequency tonal content, a frequently documented complaint source[20] — and eventual regulatory reform years after the fact.

In Chandler, Arizona, complaints began in 2014. Regulatory reform occurred in 2022 — eight years later.[21] In Prince William County, Virginia, the county noise ordinance exempted heating, ventilation, and air conditioning (HVAC) equipment from regulation entirely; Amazon eventually added acoustic shrouds voluntarily.[22] [23] The county board removed the HVAC exemption in February 2023, with supervisors describing the ordinance change as a first step.[24]

The city's full negotiating leverage — the ability to require specific noise analysis, impose enforceable conditions, and establish verification mechanisms — exists before the CUP is granted. After approval, where no enforceable noise conditions are included in the permit, the available mechanism is complaint-based enforcement under the same standard that could not capture the problem in the first place.

1. Zack Carlton, Community Development Director, City of Elk River, May 26, 2026 Planning Commission hearing (diarized transcript): "I'm talking with the applicant; he is working to prepare a noise study, which will be ready for the June 23rd, 2026 planning commission meeting." ↩

2. Michael Margulies, May 26, 2026 Planning Commission hearing (diarized transcript): “The noise study will not only say what the noise impact will be on the neighborhood — and hopefully that noise impact will be low, meeting the state standards the city has adopted — but if for any reason there are issues with noise standards, it will tell us what type of mitigation is necessary and how to put that mitigation into effect.” ↩
3. Elk River Municipal Utilities / Elk River Capital LLC, Market-Based Electric Service Agreement for 19178 Industrial Boulevard NW (Revised), executed 2026: Section 5.2 establishes capacity at 23 MW for Phase One and an additional 10 MW for Phase Two (33 MW total at full buildout); Section 5.7 states ERMU has no obligation to upgrade its facilities for any electric load above the design load level detailed in Section 5.2. Document on file, Elk River Municipal Utilities; also entered into the public record of ERMU Board proceedings, May 2026. ↩
4. Minnesota Rule 7030.0060 (Measurement Methodology), Subpart 1: “Measurement of sound must be made at or within the applicable NAC at the point of human activity which is nearest to the noise source. All measurements shall be made outdoors.” Statutory authority: MS s 116.07; History: 11 SR 43; 17 SR 1279; 18 SR 614. Published electronically December 12, 2003. ↩
5. Minnesota Rule 7030.0050 (Noise Area Classification), Subpart 1: “The noise area classification is based on the land use activity at the location of the receiver.” Subpart 2 table: “Educational services” is listed under NAC 1. Statutory authority: MS s 115.03; 116.07; History: 11 SR 43; 18 SR 614; 41 SR 763. Published electronically January 27, 2017. The Meadowvale Elementary School parcel is separately confirmed as R-1 Single Family Residential under the City of Elk River Zoning Map (adopted October 3, 2022).[25] ↩
6. Nedal Abdul-Hajj, May 26, 2026 Planning Commission hearing (diarized transcript): “We tried to strategically place them in the corner, as you see in the rendering, which is the furthest away from the residential component and kind of blocked by the building. We’ve also shown an acoustical CMU concrete wall that surrounds the chiller yard, which will ultimately be added with acoustical treatments once we get the sound engineer’s mitigation recommendations.” ↩
7. City of Chandler, Arizona, Ordinance No. 5033, adopted unanimously December 5, 2022, effective January 5, 2023. Zoning code: Chapter 35, Section 2214. See also City of Chandler, “Chandler’s data center ordinance now in effect,” January 11, 2023. ↩
8. Environmental and Energy Study Institute, “Communities Are Raising Noise Pollution Concerns About Data Centers,” March 23, 2026, eesi.org: “Because there is a lack of reliable data from sound level meters and because most county or community noise ordinances are written to address noisy block parties (rather than data centers), most noise complaints go nowhere.” Kyle Hart of the National Parks Conservation Association is quoted: “because data center noise spans multiple frequency ranges, particularly in the low-frequency range, it is difficult to measure with a decibel meter and without reliable measurements it is difficult to enforce local noise ordinances for nearby residents.” ↩
9. LSARS (IOVerge LLC), a commercial noise analysis services firm, “Data Center Noise: How Loud, How Far, How to Address,” lsars.com: “Without these items in the entitlement, the noise problem becomes a post-approval nuisance complaint with no enforcement teeth.” The checklist items referenced include: baseline ambient measurement, predicted operational noise at sensitive receptors, compliance analysis, specified mitigation conditions, post-construction verification testing, and a defined remedy if measured noise exceeds predicted levels. ↩ ↩
10. League of Minnesota Cities, “Land Use: Conditional Use Permits,” lmc.org: “Cities may only grant CUPs for uses specifically listed in the zoning ordinance as conditional uses in a particular zoning district.” And: “A zoning ordinance typically details general standards that apply to all conditional uses… If a proposed conditional use satisfies both the general and specific standards set out in the zoning ordinance, the applicant is entitled to the conditional use permit.” Under § 462.3595, each CUP applicant must show their proposal satisfies “the standards and criteria stated in the ordinance” — conditions not written into the ordinance as standards must be negotiated case-by-case. ↩ ↩
11. Minnesota Statutes § 462.3595 (Conditional Use Permits), History: 1982 c 507 s 25; 2005 c 4 s 110. Subd. 1: “The governing body may by ordinance designate certain types of developments… as conditional uses under zoning regulations. Conditional uses may be approved… by a showing by the applicant that the standards and criteria stated in the ordinance will be satisfied. The standards and criteria shall include both general requirements for all conditional uses, and insofar as practicable, requirements specific to each designated conditional use.” Subd. 3: a conditional use permit “shall remain in effect as long as the conditions agreed upon are observed.” The authority to set conditions — including performance standards exceeding state minimums — flows from the ordinance standards and criteria required by Subd. 1, and is grounded in the general municipal zoning authority of Minnesota Statutes § 462.357, Subd. 1: “For the purpose of promoting the public health, safety, morals, and general welfare, a municipality may by ordinance regulate… the uses of buildings and structures for trade, industry, residence, recreation, public activities, or other purposes.” History: 1965 c 670 s 7 (as amended through 2024 c 85 s 104). ↩
12. Zack Carlton, May 26, 2026 Planning Commission hearing (diarized transcript): “Through the ordinance amendment process is where the city can establish different limitations or performance standards for a specific use. In this case some examples could be size,

cooling methods, noise mitigation, screening both visually and with noise, lighting, setbacks from property lines, setbacks from residential areas.” ↩

13. City of Chandler, Ordinance No. 5033 (2022), Chapter 35, Section 2214. City of Chandler, “Chandler’s data center ordinance now in effect,” January 11, 2023: “Requires a pre-construction sound study to establish noise baseline with results provided to residents prior to a scheduled neighborhood meeting.” Noise mitigation must “ensure noise levels from a data center does not exceed levels observed during baseline study” — the baseline becomes the operative noise limit. ↩
14. Albemarle County, Virginia, draft data center ordinance (2025; process indefinitely paused October 1, 2025), published at engage.albemarle.org: “Post-construction sound study within 60 days of occupancy or upon request. Mitigation measures are required if limits are exceeded.” engage.albemarle.org/data-center-regulations ↩
15. PennFuture, Model Data Center Ordinance (pennfuture.org): “An as-built sound study shall be conducted six months after issuance of the certificate of occupancy and prior to the final escrow release for any land development phase. An as-built sound study may also be required thereafter by the [municipality]. If it is determined by the as-built sound study that there is a violation of the aforesaid noise limits, it shall be considered a violation of this [ordinance].” pennfuture.org/Files/Admin/Model-Data-Center-Ordinance(1).pdf ↩
16. City of Chandler, Ordinance No. 5033 (2022), Chapter 35, Section 2214. City of Chandler, “Chandler’s data center ordinance now in effect,” January 11, 2023: “Establishes backup generator routine maintenance and testing time limitations, including notification protocol.” ↩
17. City of Chandler, Ordinance No. 5033 (2022), Chapter 35, Section 2214. City of Chandler, “Chandler’s data center ordinance now in effect,” January 11, 2023: “Requires the data center to conduct an annual noise study during peak operation times for five years once construction of the data center is complete.” ↩
18. Zack Carlton, May 26, 2026 Planning Commission hearing (diarized transcript): “In this case I-1 and I-2 — a data center could be allowed in any parcel within those two zoning districts.” ↩ ↩
19. Zack Carlton, May 26, 2026 Planning Commission hearing (diarized transcript): Standards discussed as potential elements of the ordinance — “size, cooling, noise mitigation, screening, lighting, setbacks, etc.” — were presented as illustrative, not as adopted requirements. No draft § 30-1293(d) language was submitted to the commission. ↩ ↩
20. Larson Davis (division of PCB Piezotronics, Inc., a subsidiary of Amphenol Corporation), “Data Center Noise Monitoring,” larsondavis.com: “Low-frequency tones from data centers (fan hum) are often particularly bothersome because they are not reflected well in A-weighted measurements (a common frequency weighting applied to noise measurements that attenuates low-frequency noise). Low frequency humming doesn’t contribute much to A-weighted noise levels but is often the source of complaints.” Larson Davis distinguishes mid- and high-frequency broadband noise — addressable by traditional acoustic barriers — from low-frequency tonal content, for which A-weighting systematically underrepresents the problem. Industrial Noise and Vibration Centre (INVC), a UK-based noise remediation consultancy, further characterizes acoustic louvres as providing “virtually none” attenuation at low frequencies and states that “neither of these options can attenuate the classic data center hum.” [26] ↩
21. Environmental and Energy Study Institute, “Communities Are Raising Noise Pollution Concerns About Data Centers,” March 23, 2026, eesi.org: Complaints in Chandler began in 2014; city adopted zoning code amendment in 2022. ↩
22. Data Center Dynamics, “Prince William residents complain of ‘catastrophic noise’ from data centers,” July 19, 2022: “The Prince William County board specifically excluded air-conditioning noise from regulation in a 1989 ordinance… As a result, the County has no legal ability to control noise at any level from data center cooling equipment.” ↩
23. Environmental and Energy Study Institute, “Communities Are Raising Noise Pollution Concerns About Data Centers,” March 23, 2026, eesi.org: “Amazon, the owner of some of the facilities, has decided to retrofit its data centers with acoustical shrouds as part of its noise-reduction efforts.” ↩
24. Prince William County Board of County Supervisors, Ordinance 23-07, adopted February 28, 2023 (7–1 vote), amending County Code Section 14.4(b) to remove the commercial HVAC nighttime noise exemption with a one-year sunset clause. Board Chair Ann Wheeler stated: “This is just a first step, that’s why it had a sunset clause in it. This was the quickest, easiest thing we could do, which was take away the exemption for commercial air conditioning at night.” Brentsville Supervisor Jeanine Lawson described it as “a great first step.” Sources: pwcva.gov official news release, “Prince William Board of County Supervisors Votes to Initiate Amendments to County Code Regarding Data Centers,” February 28, 2023; and “Prince William board moves to lessen data center hum,” *Inside Nova*, March 8, 2023. ↩
25. City of Elk River, Zoning Map (adopted October 3, 2022), elkrivermn.gov: Meadowvale Elementary School parcel is classified R-1 Single Family Residential. elkrivermn.gov/DocumentCenter/View/368/Zoning-Map-1032022 ↩

26. Industrial Noise and Vibration Centre (INVC), a UK-based noise remediation consultancy, “Low-cost high efficiency data center noise reduction,” invc.com: “Acoustic louvres typically provide modest attenuation (virtually none at low frequencies)… Neither of these options can attenuate the classic data center hum.” INVC distinguishes two noise types: mid/high-frequency broadband (addressable by barriers and louvres) and low-frequency tonal hum (not addressable by conventional methods). ↩

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Outlook

Rezoning/Ai Data Center

From anna wagner < >
Date Thu 6/18/2026 4:12 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

[You don't often get email from . Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Mr. Carlton, Elk River City Council, and Elk River Planning commission,

Monticello, Eagan, New Brighton and Carver have successfully instituted 12 month Emergency Moratoriums on the building of any data centers. Elk River needs to do the same and further, the city council needs to arrange for a well advertised public forum to allow for discussion on what we, the citizens, feel is best for our community. Protections need to be instituted, allowing for science and research to catch up before we become victims without a voice.
The developer, Elk River Capital, is using A weighted decibels (dBA) to create their acoustic reports, which filters out low frequency noise, known as ultrasound, to make the project look safe on paper. Mr. Marguiles stated in the city Council meeting that they are testing for low frequency sound waves – he's either uninformed or attempting to glass over the facts.
Infrasound is not only detrimental to humans, especially children, it affects animals by disrupting communication, and forces them to seek new migration patterns. The entrance gate of Woodlands Park is directly behind Meadowvale school.
Harvard scientist say AI data centers' constant low frequency, noise, 24 hours a day, causes elevated stress hormones, and impaired cognitive development in children. Decades of peer reviewed medical research confirms this information. We need to be honest about who pays the price for this.
Elk River zoning code section 30–965: no vibration shall be discernible to the human sense of feeling at any property line, for an accumulated total of three or more minutes during one hour
The leaders of Elk River need to start focusing on investment and renewable energy and conservation jobs.
" The drive to AI is why we can no longer meet our climate requirements"- tech company CEO, Silicon Valley. We need to challenge the prevailing narrative that tech development is always a local economic win.
Anna wagner

June 23, 2026

Elk River Planning Commission
Elk River City Council
13065 Orono Parkway
Elk River, MN 55330

Re: Ordinance Amendment OA 26-02 and Conditional Use Permit CU 26-05 — Data Center, 19178 Industrial Boulevard NW

Dear Chair, Commissioners, Mayor, and Council Members,

I've spoken at every public hearing on this application since it was introduced. I'd like to thank city staff along with the planning commission and council for their efforts so far in drafting an ordinance on this important topic. I'm submitting this written comment to put the technical and procedural concerns below into the record ahead of the July 6 City Council vote. The points are organized in six sections: changes to the draft ordinance since the June 18 version; the noise study's technical adequacy; a mismatch between the facility's backup generation capacity and its stated backup requirement; the comparability of the two setback precedent facilities; a gap in the decommissioning provision; and a set of process questions I'd ask staff and the City Attorney to address before the vote.

To be clear, I continue to request that OA 26-02 be denied. In its place, I'm asking for two things: a moratorium, and a task force with broad representation, given the time and mandate to study this issue and produce comprehensive guidance addressing how modern data center equipment affects our communities.

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1. Changes to the Draft Ordinance Since June 18

The version dated June 22, 2026 differs from the June 18 version in three respects that weaken enforcement, and two that strengthen it. Both versions are in the record; I'd ask that this comparison be considered alongside them.

Weakened. The June 18 draft required a noise study "[p]rior to **application**[1]." The June 22 draft requires the same study "[p]rior to **approval**[2]." This moves the noise study from a completeness requirement — gating whether the application is accepted — to a pre-decision requirement that does not gate the statutory clock under Minn. Stat. § 15.99.

Weakened. The June 18 draft required that "[d]ocumentation of the [MPCA/EPA] review must be submitted with the application" and that, if an environmental review is found necessary, "it must be completed prior to submittal of a Conditional Use Permit Application[3]." Both provisions are absent from the June 22 draft, which requires only that generator systems "comply with applicable [MPCA] and [EPA] emissions standards," with no submission or pre-application timing requirement attached[4].

Weakened. The June 18 draft required that, where post-construction noise exceeds permissible levels, remediation "must be completed within 6 months of the date of review[5]." The June 22 draft requires the applicant to "develop and submit for review and approval, mitigation measures," but no longer specifies a completion deadline of any kind[6].

Strengthened. The June 22 draft adds Z-weighted (dBZ) measurement alongside A-weighted and C-weighted measurement[7]. Z-weighting is unweighted across the audible spectrum and captures low-frequency content that C-weighting still partially discounts. *Analysis: this addresses the choice of weighting curve, not the resolution, load-point coverage, or measured-versus-assumed defects identified in Section 2 below — it is a real addition, but does not by itself make the spectral reporting requirement adequate.*

Strengthened. The June 22 draft makes low-frequency noise and vibration an independent basis for both the mitigation requirement and the post-construction compliance trigger, separate from MPCA dB(A) compliance[8]. This is the first point at which the ordinance text decouples low-frequency adequacy from bare Rule 7030 compliance, and I'd ask that it be preserved and built on rather than narrowed in any further revision.

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2. The Noise Study Falls Short of the Manufacturer's Specification and Recognized Acoustic Methodology

The ordinance's own text requiring "full frequency spectra to identify low-frequency and tonal components" is broad enough that the submitted study likely satisfies it as written — A-weighted, C-weighted, and now Z-weighted measurements are themselves integrations across the full audible range, and the study reports all three. That is the underlying problem: the ordinance's current language sets a bar low enough to clear without producing the band-by-band data needed to evaluate tonal content, and the submitted study falls short not of that bar, but of standards the equipment manufacturer and the acoustic engineering field already treat as necessary for this purpose.

A. The submitted study falls short of what the equipment manufacturer's own specification calls for.

The chillers specified for this project are York model YVFA0459 air-cooled screw chillers[9]. York's published guide specification for this chiller line states, in relevant part:

> *"A. Provide acoustical sound power or sound pressure level data in decibels (dB) at the scheduled eight (8) octave band center frequencies. A-weighted sound data alone is not acceptable. B. Provide all sound power or sound pressure level data at 100%, 75%, 50%, and 25% load. C. Supplied equipment shall not exceed scheduled sound power or sound pressure level data at any load point... D. Acoustical performance ratings shall be in accordance with AHRI Standard 370.[10]"*

The submitted noise study (ESI Engineering, Project P3205, June 16, 2026) reports chiller sound data at one load point — 100% load, 101.4°F ambient — not the four points the manufacturer's own specification calls for[9]. The study further states that the 31.5 Hz octave band was not measured for this equipment: "[b]ased on measurement data we have for similar chillers, we assumed the chiller sound level at the 31.5 Hz octave band was equal to the level at 63 Hz[9]." *Analysis: the manufacturer's own specification exists in part because A-weighted summary data is not adequate to characterize this equipment's low-frequency tonal output; the study that the city's draft ordinance treats as the basis for the noise condition does not meet that specification's own stated minimum.*

B. Spectral resolution and receptor coverage are partial — and inconsistent with the study's own baseline methodology.

The study's baseline ambient noise analysis used 1/3-octave-band data to identify and attribute specific noise sources: "[b]ased on a review of the hourly noise level results at ⅓ octave band frequencies, traffic produced the loudest levels in the 400 Hz to 2,000 Hz range," and separately, the 4:00 a.m. exceedance at the residential receiver "was caused by trains[11]," a conclusion likewise reached "based on... the noise level results at ⅓ octave band frequencies[11]." The calculated equipment noise results presented in Section D of the study, by contrast, report only 1/1-octave-band data — a coarser resolution than ANSI S12.9 Part 4 and ISO 1996-2 Annex C call for in tonal-penalty assessment — at just two single bands (31.5 Hz, 63 Hz), and apply that analysis to only three of the nine receiver locations evaluated in the study[12]. The remaining six receivers — including locations near Meadowvale Elementary and Aegir Brewery, both of which show zero or near-zero compliance margin in the study's own results[13] — receive no spectral characterization at all.

Analysis: the study demonstrates that 1/3-octave-band analysis was both available to ESI and methodologically necessary for identifying frequency-specific noise sources at the baseline stage — that is how they determined trains, rather than something else, caused the 4:00 a.m. exceedance. The same resolution is not applied to the calculated data center equipment noise, which is the subject the study exists to evaluate. A study that uses finer resolution to characterize background traffic and trains than to characterize the facility's own chillers and generators has not demonstrated a resolution limitation — it has demonstrated a choice.

C. Suggested replacement language for the ordinance, drafted to close this gap as a reporting requirement.

I'd recommend the following language, drafted to function as a reporting and disclosure requirement rather than a numeric compliance standard, consistent with the principle that Minn. Stat. § 116.07, Subd. 2(c) preempts local noise standards that compete with Rule 7030's numeric thresholds but does not address study methodology:

> *"The study must report sound pressure or sound power levels in 1/3-octave bands, per ANSI S12.9 Part 4 or ISO 1996-2 Annex C, at all load points for which the equipment manufacturer publishes acoustical performance data, and at every receptor location identified in the study. For each reported band, the study must state whether the value is a*

direct measurement or a manufacturer-sourced rating; any band level that is assumed, interpolated, or extrapolated rather than measured or manufacturer-sourced must be identified as such, with the basis for the value stated. The study must also report the results of a narrow-band tonal audibility analysis per ISO/TS 20065, alongside integrated A-weighted (dBA), C-weighted (dBC), and Z-weighted (dBZ) measurements."

Analysis: this version requires disclosure of what was measured, how, and at what resolution, without the ordinance text itself setting a pass/fail spectral threshold — the City retains the ability to act on what the disclosure shows through the existing CUP conditioning and revocation mechanism, without creating an alternative numeric noise standard in the ordinance text.

D. The study omits the emergency scenario most relevant to nearby residents.

The study's stated methodology is that "[a]ll the chillers may run continuously during daytime and nighttime hours[, but o]nly one generator will ever run at a time for maintenance, and only during daytime hours[14]." Calculated results are reported only for "chillers only" and "chillers and one genset" conditions; no scenario models all ten generators operating simultaneously[13], which is what an actual utility outage or grid disturbance would require, given that the facility's backup generation is sized to less than full load (Section 3 below). Combined with the resolution gap in Section 2.B, the city currently has no spectral data describing what nearby residents would experience during the kind of event the backup generation system exists to handle.

E. The 31.5/63 Hz design goal is an indoor criterion applied to an outdoor design problem.

The study's low-frequency design goals — 80 dB at 31.5 Hz and 84 dB at 63 Hz, measured outdoors at residential receivers — are derived as follows: "[a]ccording to ASHRAE, indoor noise levels of more than 65 dB at 31.5 Hz, and 69 dB at 63 Hz, are likely to generate vibration that may be perceptible[, with a] slight possibility of rattles in light fixtures, doors, windows, etc.[15]" The study adds an assumed 15 dB of building attenuation to those indoor thresholds to produce the 80/84 dB outdoor figures[15].

Analysis: the ASHRAE Room Criterion Mark II curve cited here is a diagnostic threshold for whether mechanical-system noise generated inside a building will cause perceptible structural vibration or rattle to building occupants — a property-condition and occupant-comfort metric, not a community health or sleep-disturbance criterion. Applying it to noise generated outside a building and received by residents in neighboring homes substitutes a metric built for a different problem. The 15 dB building-attenuation figure used to convert the indoor threshold to an outdoor design goal is also not established for the specific residential structures at the affected receiver locations; low-frequency sound transmission loss through residential building envelopes is not uniform across construction types, and facade attenuation figures are typically characterized at frequencies well above 63 Hz.

F. The equipment site plan exists and was used, but is not in the public record.

The study's stated design conditions include "[e]quipment site plan received [by ESI] May 21, 2026[16]," used as an input to the noise modeling. This document has not been made part of the public record for this proceeding and I'd ask that it be added.

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3. The Backup Generation Capacity Does Not Match the Facility's Stated Backup Requirement

At the May 26, 2026 Planning Commission hearing, ERMU General Manager Mark Hanson stated: "[t]ypically data centers run at about 80 percent... They will also have 100 percent backup generation — that is also a requirement in the agreement[17]."

The generators specified for this facility are ten Cummins model DQKAN units rated at 2,500 kW each[18] — confirmed in the City's own written Q&A response as "10 generators[, each a] 2,500 KW Cummins Diesel Generator[19]." Ten units at 2,500 kW total 25 MW. Against the facility's stated 33 MW maximum design capacity[20], that is 75.8% coverage — a 24.2% (8 MW) shortfall relative to the facility's full nameplate load, before any reduction for generator redundancy (an N+1 configuration, holding one unit in reserve, would reduce available backup to 22.5 MW, a 31.8% shortfall).

Analysis: I'd ask the City to clarify, on the record, whether the ESA's "100 percent backup generation" requirement is measured against the facility's full 33 MW nameplate capacity or against the approximately 80% typical operating load Mr. Hanson separately described. If the latter — roughly 26.4 MW — the installed 25 MW of backup capacity is a closer, though still short, match. As stated, the 25 MW of installed backup capacity does not provide 100 percent backup against the facility's permitted maximum load under either reading, and I'd ask that this be resolved and stated plainly before final action.

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4. The Two Comparator Facilities Used to Justify the Setback Are Not Comparable on Three Independent Measures

Staff's stated basis for the ordinance's setback standards is that "[t]he two existing data centers have more than 50 homes within 750 feet of their boundaries... The city receives very few complaints regarding their operation[21]." I'd ask the Commission and Council to weigh that track record against three respects in which the comparator facilities differ from the one proposed.

Age and equipment generation. The City's own written Q&A response states that "[t]he existing data centers were constructed in 2006 and 2007 with design capacities of 10 MW and 20 MW[, and] are approximately 160,000 SF and 240,000 SF in size[22]." Both facilities are

roughly 19–20 years old, predating the dry, air-cooled chiller technology proposed for this project.

Power density. Dividing the City's own published figures: the existing 10 MW / 160,000 SF facility operates at approximately 62.5 W/SF; the existing 20 MW / 240,000 SF facility at approximately 83.3 W/SF. The proposed facility, at 33 MW design capacity in approximately 60,000 SF[22], operates at approximately 550 W/SF — roughly 6.6 to 8.8 times the power density of the two facilities cited as precedent for the setback standard.

Cooling technology. Satellite and street-level imagery of both existing facility sites shows water tanks paired with cooling-tower fan cells, consistent with water-cooled cooling tower equipment rather than the dry, air-cooled chillers proposed for this project. *Analysis: I have not independently confirmed via permit or water-billing records whether this is open evaporative cooling (consumptive) or a closed-circuit fluid cooler; I'd ask the City to clarify the cooling system type for both existing facilities for the record, given that the draft ordinance's zero-consumptive-water mandate is being applied to a facility design that may differ materially from the precedent facilities on this point as well.*

None of the three factors that most directly drive a facility's noise emission, thermal output, and water consumption profile — age and equipment generation, power density, and cooling technology — match between the precedent facilities and the one under consideration. A low-complaint history from a fundamentally different equipment generation is not, on its own, a sufficient basis for setting the setback standard that will apply citywide under OA 26-02.

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5. The Decommissioning Provision Has No Funding Mechanism

The draft ordinance requires only that "[t]he applicant submit[] a decommissioning plan... outlining the estimated decommissioning timeframe, costs, and procedures[23]." No bond, escrow, letter of credit, or other security instrument is required to back that estimate.

The Electric Service Agreement between ERMU and Elk River Capital LLC addresses what happens if the developer does not proceed: "[i]f the Customer does not proceed with the Project, ERMU is not obligated to return any of the dollars that ERMU has already spent or encumbered as Infrastructure Costs... [t]he Customer will be responsible for windup and/or decommissioning costs[24]." That is a contractual assignment of responsibility, not a funding mechanism. By contrast, the same agreement requires the Customer to post a letter of credit or cash deposit the moment two payments are missed in a contract year[25], and sets a $1,000,000-per-year early termination payment for default on the power supply agreement[26] — both instruments protect ERMU's revenue interest specifically; neither protects the City's interest in not inheriting an abandoned facility containing ten chillers, ten diesel generators, and on-site fuel storage.

Elk River Capital LLC is a single-purpose entity formed April 4, 2026, with no operating or asset history independent of this project. I'd ask the City to consider requiring that the

decommissioning plan's estimated cost be secured by a bond, escrow account, or irrevocable letter of credit payable to the City, with the estimate subject to periodic reappraisal over the life of the facility, and a triggering mechanism — extended cessation of operations, change of ownership, or bankruptcy — requiring the security to be posted or increased rather than relying on voluntary performance by whatever entity holds the property at that time.

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6. Questions for Staff and the City Attorney Before July 6

Two procedural questions raised by the above sections are appropriately resolved by staff and counsel rather than asserted by me as settled:

Completeness mechanism for noise study deficiencies. I'd ask whether a future requirement that a conforming noise study be a required submittal for CUP application completeness — resolved during the City's statutory completeness review under Minn. Stat. § 15.99, before the decision clock begins — is one the City would consider for applications submitted after OA 26-02 is adopted. Separately, for applications already deemed complete, I'd ask whether the City has authority to condition final CUP approval on submission of a supplemental or corrected study where the original is found deficient against the ordinance's reporting requirements, without affecting the § 15.99 deadline.

Whether the statutory deadline can be tolled by a request for supplemental information. I'd ask the City Attorney to clarify whether Minn. Stat. § 15.99 permits the City to formally request supplemental information from an applicant and toll the decision deadline while awaiting a response, as a mechanism distinct from the completeness determination itself. If such a mechanism exists, it may be the most relevant tool available for addressing the noise study deficiencies described in Section 2 within the time remaining before the August 25, 2026 statutory deadline.

Thank you for your consideration of these points.

Respectfully submitted,

Jesse Lang
19371 Upland St NW

Notes

1. Draft Ordinance (June 18, 2026 version), § (d)(5)(e)(1): "Prior to application, a noise study completed by a third-party engineer must be submitted demonstrating that the operations of the Data Center facility will comply with MPCA noise standards."

2. Draft Ordinance (June 22, 2026 version), § (d)(5)(e)(1): "Prior to approval, a noise study completed by a third-party engineer must be submitted demonstrating that the operations of the Data Center facility will comply with MPCA noise standards."

3. Draft Ordinance (June 18, 2026 version), § (d)(5)(f)(3)-(4): "All generator systems must comply with applicable [MPCA] and [EPA] emissions standards. Documentation of the review must be submitted with the application. If the MPCA or EPA determine that an environmental review is necessary, it must be completed prior to submittal of a Conditional Use Permit Application."

4. Draft Ordinance (June 22, 2026 version), § (d)(5)(f)(3): "All generator systems must comply with applicable [MPCA] and [EPA] emissions standards." No submission or pre-application timing requirement is stated in this or any subsequent subsection.

5. Draft Ordinance (June 18, 2026 version), § (d)(5)(e)(1)(f): "the applicant shall be required to develop and submit for review and approval, mitigation measures to bring noise levels below acceptable limits. The work must be completed within 6 months of the date of review."

6. Draft Ordinance (June 22, 2026 version), § (d)(5)(e)(1)(f): "the applicant shall be required to develop and submit for review and approval, mitigation measures to bring noise levels within acceptable limits." No completion deadline is stated.

7. Draft Ordinance (June 22, 2026 version), § (d)(5)(e)(1)(e): "The study must include A-weighted (dBA), C-weighted (dBC) and Z-weighted (dBZ) measurements, with full frequency spectra to identify low-frequency and tonal components."

8. Draft Ordinance (June 22, 2026 version), § (d)(5)(e)(1)(d) and (f): mitigation measures must "minimize disturbance caused by low-frequency noise and vibrations," and the post-construction compliance trigger fires where "mitigation measures to address low-frequency noise or vibrations are inadequate," independent of perimeter dB(A) compliance.

9. ESI Engineering, "Summary Report for Data Center Noise Control," Project P3205, prepared for Elk River Capital, June 16, 2026 (ver. 2), p. D-1: "York performance report for the ten model YVFA0459, 550 nominal ton air-cooled screw chillers... The York report provided unit sound power levels at each octave band frequency from 63 Hz to 8,000 Hz, which sum to an overall level of 105 dBA for the 100% load, 101.4°F ambient temperature condition. Based on measurement data we have for similar chillers, we assumed the chiller sound level at the 31.5 Hz octave band was equal to the level at 63 Hz."

10. York / Johnson Controls, "Model YVFA Air-Cooled Liquid Chillers With VSD Screw Compressor and Integrated Free Cooling,"

(https://gfg.com.pk/gac/wp-content/uploads/2021/02/201.31-EG1.pdf) Engineering Guide Specification, § 2.07 (Acoustical Data).

11. ESI Engineering, P3205, June 16, 2026 (ver. 2), p. C-5: "Based on a review of the hourly noise level results at ⅓ octave band frequencies, traffic produced the loudest levels in the 400 Hz to 2,000 Hz range. This noise was dominant during both daytime and nighttime hours... Based on a review of the weather conditions, the audio recordings, and the noise level results at ⅓ octave band frequencies, the L10 exceedance during the 4:00 AM hour was caused by trains."

12. ESI Engineering, P3205, June 16, 2026 (ver. 2), p. D-2 and Table D-3, p. D-12: nine receiver locations (A through I) evaluated; 1/1-octave low-frequency analysis (31.5 Hz, 63 Hz, dBC-dBA) reported only for Locations A, B, and C.

13. ESI Engineering, P3205, June 16, 2026 (ver. 2), Table D-2, p. D-7: Location D (NAC 1) calculated at 60 dBA against a 60 dBA daytime limit with chillers and one genset; Location G (NAC 2) calculated at 63 dBA against a 65 dBA limit under both chillers-only and chillers-plus-genset conditions.

14. ESI Engineering, P3205, June 16, 2026 (ver. 2), p. iii: "Ten chillers and ten emergency power generators will be installed at the existing building... All the chillers may run continuously during daytime and nighttime hours. Only one generator will ever run at a time for maintenance, and only during daytime hours."

15. ESI Engineering, P3205, June 16, 2026 (ver. 2), p. D-1: design condition 2, "[m]aximum project design goals for NAC 1 residential receivers of 80 dB at 31.5 Hz and 84 dB at 63 Hz." Derivation per ESI staff narrative, citing the 2023 ASHRAE Handbook of HVAC Applications, Ch. 49, Room Criterion (RC) Curves, Mark II: indoor noise levels above 65 dB at 31.5 Hz and 69 dB at 63 Hz "are likely to generate vibration that may be perceptible," with residential buildings assumed to provide approximately 15 dB of attenuation at these frequencies to derive the outdoor design goals.

16. ESI Engineering, P3205, June 16, 2026 (ver 2), p. D-1: design condition 5, "[e]quipment site plan received May 21, 2026."

17. Mark Hanson, General Manager, Elk River Municipal Utilities, Planning Commission hearing, May 26, 2026 (diarized transcript), 00:19:28: "Typically data centers run at about 80 percent. The requester could provide a more accurate answer. 80 percent of requested load. They will also have 100 percent backup generation — that is also a requirement in the agreement."

18. ESI Engineering, P3205, June 16, 2026 (ver. 2), p. D-2: "Cummins specification sheet for the ten 2,500 kW model DQKAN diesel generator sets... each genset produces overall sound power levels of 128 dBA radiated from the unit, and 133 dBA at the open exhaust."

19. City of Elk River, "Written Responses to Public Hearing Comments Regarding the Proposed Data Center at 19178 Industrial Boulevard," June 23, 2026, response to Question 10: "the

specific generator [is] a 2,500 KW Cummins Diesel Generator – model DQKAN. The proposed facility would include 10 generators."

20. Draft Ordinance (June 22, 2026 version), § (d)(5)(b): "[t]he total energy use of the Data Center facility shall not exceed 35 MW of power." Facility design capacity of 33 MW per Electric Service Agreement and City Q&A response cited above.

21. City of Elk River, Request for Action, June 23, 2026, "Ordinance Amendment": "[t]hese setbacks were established by reviewing the current data center setbacks from residential properties and peer community ordinances. The two existing data centers have more than 50 homes within 750 feet of their boundaries and are located across the road from residential zoning districts. The city receives very few complaints regarding their operation."

22. City of Elk River, "Written Responses to Public Hearing Comments," June 23, 2026, response to Question 6: "[t]he existing data centers were constructed in 2006 and 2007 with design capacities of 10 MW and 20 MW... approximately 160,000 SF and 240,000 SF in size... The proposed facility is approximately 60,000 SF in size and has a design capacity for 33 MW of power."

23. Draft Ordinance (June 22, 2026 version), § (d)(5)(g): "[t]he applicant submits a decommissioning plan, prepared by a qualified professional, outlining the estimated decommissioning timeframe, costs, and procedures for safe shutdown, removal of equipment, disposal or recycling of materials, and site restoration."

24. Revised Market-Based Electric Service Agreement for 19178 Industrial Boulevard NW (draft, subject to Commission approval), § 8.12: "If the Customer does not proceed with the Project, ERMU is not obligated to return any of the dollars that ERMU has already spent or encumbered as Infrastructure Costs for the Project. The Customer will be responsible for windup and/or decommissioning costs."

25. Revised Market-Based Electric Service Agreement for 19178 Industrial Boulevard NW (draft), § 5.6: "If the Customer fails to make a timely payment under this Agreement twice in a Contract Year, then upon the second occurrence... the Customer must provide... a letter of credit or other Performance Assurance in an amount equal to one-and-one-half times the then applicable monthly prepayment amount."

26. Revised Market-Based Electric Service Agreement for 19178 Industrial Boulevard NW (draft), § 14.6(a)(iii): early termination payment of "$1,000,000 per Contract Year multiplied by the years (or months, if partial Contract Year) remaining in the Initial Term of the Agreement," payable where the Customer is the Defaulting Party.

Outlook

Data Center - Environmental Review

From Amy Petty < >
Date Wed 6/24/2026 1:17 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

You don't often get email from Learn why this is important

There is a tremendous amount of input surrounding the approval of a data center. I believe what is key is understanding Minnesota's Environmental Review program in general and this project type in particular. I don't believe the noise study sufficiently covered all environmental aspects and lacks the details necessary for this project to proceed.

For example, it has been stated that back up power will be provided via diesel generators, however it is not clear if the developer intends to provide back up for the entire 33 MW proposed energy use; if yes, and the redundant energy is provided by diesel generator, it is likely that environmental review would be mandatory under Minn R. 4410.4300 subpart 3. If power is provided by another means, other mandatory categories under Minn R. 4410 or Minn. Stat. 216I could come into play. Both the determination of applicability of environmental review and any implementation are performed by the responsible government unit (RGU) designated in the mandatory categories.

- Mandatory categories in Minn R. 4410.4300 and .4400
- Prohibition on final government decisions (Minn R. 4410.3100) and EQB Guidance- specifically pgs 13-14

If a project does not meet a threshold for mandatory environmental review, but Elk River residents have reason to believe there is a potential for significant environmental effects, they may petition for an Environmental Assessment Worksheet or EAW.

The intent here is not to cause additional issues, however, to comment to ensure that proper due diligence is done from an environmental perspective. These results are what, in my opinion, should drive the decision to proceed. To date, it appears all environmental effects have **not** been adequately or properly studied or considered.

The City Council's next steps and the actions taken will show us as residents how you intend to step forward and set the tone for our community, safety, and quality of life.

Respectfully,
Amy Petty
Elk River, MN

Outlook

Online Form Submittal: Send Zack Carlton an Email

From noreply@civicplus.com <noreply@civicplus.com>
Date Fri 6/26/2026 1:42 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>

Send Zack Carlton an Email

TO: Zack Carlton

First Name	Reece
Last Name	Byrne
Reply Email Address	
Subject	OPPOSE DATA CENTER
	(Section Break)
Comments	Hello, I am reaching out to the Planning Commission as one of the many community members who oppose the proposed data center planned for Elk River. As a member of the community and an advocate for preserving Aegir Brewing Company in its current location, I strongly urge you to oppose the construction of the data center at its currently proposed site. I sincerely hope the Planning Commission will encourage the City Council to reconsider and halt the current plans for this project. Aegir Brewery has become a valued part of our community, and I believe preserving local businesses and community spaces should be a priority over this development. Please take my feedback, along with the concerns expressed by so many other members of the community, into serious consideration. Thank you for your time and your commitment to serving the residents of Elk River.

Disclaimer
Information submitted is considered public data.

Email not displaying correctly? View it in your browser.

Outlook

Possible reporting error in Summary Report on Data Center Equipment Outdoor Noise Control

From Scott Zettervall <
Date Fri 6/26/2026 4:21 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>; Chris Leeseberg <CLeeseberg@ElkRiverMN.gov>

You don't often get email from Learn why this is important

I saw a post on social media to a noise report recently performed for the City of Elk River. Please note, this report appears to have a significant error on page C-4 which contains tables C-1 and C-2. These tables are supposed to represent measurements at two different location, one Industrial and one residential. It appears the L10 and L50 readings for each different site are exactly the same as measured in the report. I have to believe the likelihood of this would be very low. You may want to have this looked at.

—
Scott Zettervall

Table C-1: Loc. 1 Measurement Results Compared to NAC 3 Criteria and Weather

Date	Hour	L10 Noise Level, dBA		L50 Noise Level, dBA		Weather Conditions			
							Wind		
		Measured	Criterion	Measured	Criterion	Temp	Speed	Dir	Condition
Sunday, June 14, 2026	7:00 AM	53	80	49	75	54 °F	14 mph	NNW	Fair
	8:00 AM	51		48		55 °F	18 mph	NNW	Fair
	9:00 AM	53		50		59 °F	18 mph	N	Fair
	10:00 AM	55		51		63 °F	15 mph	NNW	Fair
	11:00 AM	56		51		64 °F	16 mph	NNW	Fair
	12:00 PM	56		52		66 °F	17 mph	NW	Fair
	1:00 PM	56		51		68 °F	20 mph	NNW	Fair
	2:00 PM	55		51		68 °F	10 mph	NW	Fair
	3:00 PM	53		49		70 °F	14 mph	NNW	Fair
	4:00 PM	53		50		72 °F	14 mph	NNW	Fair
	5:00 PM	53		50		72 °F	17 mph	NNW	Fair
	6:00 PM	53		49		72 °F	9 mph	WNW	Fair
	7:00 PM	52		47		70 °F	14 mph	WNW	Fair
	8:00 PM	52		47		68 °F	9 mph	WNW	Fair
	9:00 PM	52		45		64 °F	6 mph	WNW	Fair
	10:00 PM	50	80	43	75	59 °F	0 mph	CALM	Mostly Cloudy
	11:00 PM	50		40		57 °F	5 mph	WSW	Mostly Cloudy
Monday, June 15, 2026	12:00 AM	48	80	37	75	57 °F	0 mph	CALM	Mostly Cloudy
	1:00 AM	41		35		50 °F	0 mph	CALM	Partly Cloudy
	2:00 AM	45		36		50 °F	0 mph	CALM	Partly Cloudy
	3:00 AM	48		38		46 °F	0 mph	CALM	Partly Cloudy
	4:00 AM	62		49		48 °F	0 mph	CALM	Mostly Cloudy
	5:00 AM	56		52		48 °F	0 mph	CALM	Fair
	6:00 AM	58		54		50 °F	5 mph	SSW	Fair

Table C-2: Loc. 2 Measurement Results Compared to NAC 1 Criteria and Weather

Date	Hour	L10, dBA		L50, dBA		L90, dBA		31.5 Hz Leq, dB		63 Hz Leq, dB		dBC-dBA, dB		Weather Conditions			
															Wind		
		Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Meas-ured	Crit-erion	Temp	Speed	Dir	Condition
Sunday, June 14, 2026	7:00 AM	53	65	49	60	44	-	49	80	48	84	8	20	54 °F	14 mph	NNW	Fair
	8:00 AM	51		48		45		47		47		9		55 °F	18 mph	NNW	Fair
	9:00 AM	53		50		46		53		51		11		59 °F	18 mph	N	Fair
	10:00 AM	55		51		48		56		51		12		63 °F	15 mph	NNW	Fair
	11:00 AM	56		51		48		54		51		10		64 °F	16 mph	NNW	Fair
	12:00 PM	56		52		49		56		55		11		66 °F	17 mph	NW	Fair
	1:00 PM	56		51		48		53		52		10		68 °F	20 mph	NNW	Fair
	2:00 PM	55		51		47		53		53		12		68 °F	10 mph	NW	Fair
	3:00 PM	53		49		46		51		51		11		70 °F	14 mph	NNW	Fair
	4:00 PM	53		50		46		51		51		10		72 °F	14 mph	NNW	Fair
	5:00 PM	53		50		46		48		51		10		72 °F	17 mph	NNW	Fair
	6:00 PM	53		49		45		49		51		10		72 °F	9 mph	WNW	Fair
	7:00 PM	52		47		41		46		51		11		70 °F	14 mph	WNW	Fair
	8:00 PM	52		47		40		44		51		10		68 °F	9 mph	WNW	Fair
	9:00 PM	52		45		39		46		50		10		64 °F	6 mph	WNW	Fair
	10:00 PM	50	55	43	50	36	-	43	80	44	84	8	20	59 °F	0 mph	CALM	Mostly Cloudy
	11:00 PM	50		40		34		46		47		10		57 °F	5 mph	WSW	Mostly Cloudy
Monday, June 15, 2026	12:00 AM	48	55	37	50	33	-	39	80	44	84	4	20	57 °F	0 mph	CALM	Mostly Cloudy
	1:00 AM	41		35		34		37		38		8		50 °F	0 mph	CALM	Partly Cloudy
	2:00 AM	45		36		34		46		46		10		50 °F	0 mph	CALM	Partly Cloudy
	3:00 AM	48		38		35		43		45		9		46 °F	0 mph	CALM	Partly Cloudy
	4:00 AM	62		49		41		53		56		10		48 °F	0 mph	CALM	Mostly Cloudy
	5:00 AM	56		52		47		51		53		8		48 °F	0 mph	CALM	Fair
	6:00 AM	58		54		50		52		55		8		50 °F	5 mph	SSW	Fair

Social Media Link
https://m.facebook.com/story.php?story_fbid=pfbid02Uc3f1wCBwii193mw29iE7XezvUCi147PDDTjVCSAhG1yM1gTbe1ZQyRkvLEtdS3El&id

=100064719398931

Report Link
https://elkrivermn.portal.civicclerk.com/event/535/files/attachment/4874

Outlook

RE: Public Comment - July 6 City Council Meeting (Data Center Ordinance / CUP)

From Cal Portner <CPortner@ElkRiverMN.gov>
Date Mon 6/29/2026 2:45 PM
To Zachary Carlton <zcarlton@ElkRiverMN.gov>
Cc Ward 2 Councilmember <jbrian.calva@elkrivermn.gov>; Bill Smith

Dear Mayor, Council, and Zack,

Following is an email I received this weekend. It looks as though it was sent to everyone, possibly as a blind copy. In case not, I am forwarding.

If you have any questions or need anything from me, please let me know.

--cal

Calvin P. Portner, ICMA-CM
City of Elk River – City Administrator
13065 Orono Parkway, Elk River, MN 55330
763.635.1001 ElkRiverMN.gov

From: Bill Smith < >
Sent: Saturday, June 27, 2026 12:31 PM
To: Cal Portner <CPortner@ElkRiverMN.gov>
Cc: Ward 2 Councilmember <jbrian.calva@elkrivermn.gov>
Subject: Public Comment - July 6 City Council Meeting (Data Center Ordinance / CUP)

You don't often get email from . Learn why this is important

William Smith
13129 196th Ave NW
Elk River, MN 55330

Dear City Administrator Portner and Members of the City Council,

I've been a resident of Elk River since 2005 and live in Ward 2, just north of the industrial park where the new data center project is being contemplated.

I have a healthy skepticism about data centers in general. However, given the size and benefit to the community for this particular data center (rate stabilization, job creation), I would not be opposed to having it in Elk River, under the following conditions:

1. Our electric rates would not go up as result. I would defer to the experts from the council, ERMU, and Great River Energy regarding the transmission impact, but I would also urge the city use language in any utility agreement that guarantees the data center bear the brunt of any miscalculations on the utility rate predictions. In

other words, if your analysis is wrong about the impact on electricity costs, and/or the data center uses significantly more power than expected, the residents should be shielded from any negative impact caused by flawed predictions.

2. A separate consideration is the impact on water usage. I have not seen a lot of discussion regarding proposed water usage, but I know other data centers have had major impacts in other communities. The council should also assess that impact.

3. You relocate it. I am vigorously opposed to the current proposed location. That is a light industrial park, surrounded by residential areas, an elementary school, etc. The 24/7 noise and vibration would have a significant impact on the residents and students located nearby. You could even potentially negatively impact property values, thereby lowering your tax base and reducing income to the city.

The city has far more suitable locations for data centers to address my 3rd concern, above. Elk River's own economic development and land-use maps designate at least three other specific areas for heavy utility projects:

A. The Sherburne County "Shovel-Ready" Data Center Site
B. The Twin Lakes Road / Northern Gravel Mining Area
C. The Former Great River Energy (GRE) Plant Site

Additionally, the developer (Swervo) has very little history developing data centers, which makes it a riskier project. I would recommend the permit be denied. The city should find a more suitable tenant for 19178 Industrial Blvd.

I would further suggest that the city update its regulations to permanently codify rules around data centers and which locations can be considered. We have done a disservice to Swervo by allowing them to think that location is a possibility. The city's lack of clarity around data centers has helped create the current controversy. Cities like Monticello, Minneapolis, and Inver Grove Heights recognize that data centers are an entirely different tenant than a typical light industrial business. Elk River shouldn't rush a vague ordinance amendment to satisfy one developer at the July 6th meeting. I urge you to take the advice of the city planning commission, and pass the 6-month moratorium, study the real noise and infrastructure impacts, and craft permanent rules that keep these heavy utility operations far away from residential areas.

Thank you for your time, service, and consideration of our neighborhood's future.

Sincerely,
William Smith

Questions from Jesse Lang, received 7-1-2026

Open Questions

Compiled from question pages with status `unanswered` or `partial`. Only sub-questions that remain open are included; fully answered sub-questions are omitted. Answers marked **Partial** carry the answer text from the published page; unanswered sub-questions have no A: line.

Closed Loop Cooling: Chemicals

Q: What form of glycol will be used — ethylene glycol or propylene glycol?

Q: What concentration of glycol will be used?

Q: What other chemicals will be present in the cooling loop beyond glycol — corrosion inhibitors, biocides, pH adjusters, or other additives?

Q: What is the purpose of each chemical?

A: **Partial.** The water-glycol mixture absorbs heat from servers in the primary loop and transfers it to the refrigerant circuit; R-134a refrigerant absorbs that heat and rejects it to outdoor air through the chiller condenser. Specific glycol concentration and refrigerant charge amount are not stated in any application document.

Aggregate Limits and Caps for Data Centers

Q: Is the city prepared to approve this ordinance amendment with no aggregate capacity limit and no cap on the number of data centers that could be approved city-wide?

A: **Partial.** The Planning Commission voted unanimously to recommend denial of OA 26-02 to the City Council, citing preference for a planned unit development (PUD) process requiring site-by-site review over a zoning-district amendment. The City Council is scheduled to act on July 6, 2026.

Q: If not, what specific standards will prevent that outcome?

A: **Partial.** The draft ordinance proposed a 35 MW per-facility maximum load and a 75,000 SF building size cap, but no aggregate citywide capacity limit or facility count limit. The Commission's recommended PUD pathway would require a zone change for each proposed site, providing greater municipal discretion than a CUP framework. No standards preventing a cumulative outcome have been codified as of the Commission's recommendation.

Diesel Generators: Air Quality

Q: Has the applicant prepared a potential-to-emit (PTE) calculation for Nitrogen Oxides (NOx), Fine Particulate Matter (PM2.5), Carbon Monoxide (CO), and Hazardous Air Pollutants (HAPs)?

Q: What EPA emission tier are the generator engines?

Q: What fuel grade will these generators use?

Q: Will any emissions control devices (diesel oxidation catalysts, particulate filters) be installed?

Q: Has any air dispersion modeling been performed to characterize ground-level concentrations at the property line and at the nearest receptor?

Diesel Generators: Capacity and Use

Q: What is total installed generation capacity across all units?

A: **Partial.** Total installed nameplate capacity is 25 MW (10 units × 2,500 kW each), below the 33 MW maximum permitted facility load. The application record does not reconcile the gap between 25 MW total generator capacity and 33 MW maximum permitted load.

Nearby School & Day Care

Q: Has the city evaluated whether CUP conditions should address proximity to schools and day care centers?

A: **Partial.** The draft ordinance proposed residential setbacks of 750 feet structure-to-structure and 500 feet parcel-boundary-to-parcel-boundary, but included no setback specific to schools or day care centers. A commissioner asked whether commercial or industrial setbacks should also be included; Community Development Director Carlton stated none were included, citing that industrial-to-industrial noise thresholds under MPCA Rule 7030 are significantly higher than residential thresholds. The noise study (ESI Engineering, Project P3205) identified Meadowvale Elementary School and Creative Kids Academy by name as NAC 1 Daytime educational receivers; the modeled educational receiver location (Location D) is the only location in the study showing zero-margin compliance — chillers plus one generator calculated at exactly 60 dBA against a 60 dBA daytime limit. The Planning Commission recommended denial of OA 26-02. The CUP public hearing (CU 26-05) was continued to July 28, 2026; CUP conditions addressing school and day care proximity remain open.

Noise Levels at Adjacent Properties

Q: Who defined the scope of this noise study, and did city staff have any input into what it was required to model before the applicant's consultant began work?

A: **Partial.** Margulies stated the noise study scope was developed jointly with the city. The applicant engaged ESI Engineering (Ryan Skoug, P.E., Minneapolis) to conduct the study (Project P3205). No independent city consultant reviewed the scope prior to the study's completion.

Q: Does the noise study model generator operation, or only cooling/HVAC equipment under normal operations?

A: **Partial.** ESI Engineering modeled one generator operating at a time, reflecting the applicant's stated practice of running only one unit per maintenance cycle. The scenario of all ten generators operating simultaneously was not modeled; Skoug acknowledged the omission and stated a reevaluation could be done if required. Carlton confirmed the draft ordinance could require simultaneous all-equipment modeling as a compliance standard.

Q: Does the noise study include low frequency and infrasound spectrum?

A: **Partial.** The study used A-weighted decibel measurement per MPCA Rule 7030, which filters out low-frequency content. Skoug noted that C-weighting and Z-weighting retain low-frequency content that A-weighting filters out. The June 22 draft ordinance proposed to

require C- and Z-weighted analysis as part of any noise study. Skoug and the city attorney disagreed on whether mandating C/Z standards is consistent with state preemption law; the city attorney characterized the area as evolving. C- and Z-weighted data were not reported in the June 23 study presentation.

Q: What are the projected dB(C) levels at the property lines shared with adjacent parcels?

A: **Partial.** The noise study (Project P3205, Table D-3) reports dBC–dBA at NAC 1 residential receivers: 5 dB with chillers only; 16–18 dB with chillers plus one generator. The city's design goal was dBC–dBA ≤ 20 dB at residential receivers; all modeled scenarios meet that goal. dBC data for NAC 2 commercial receivers (including the Aegir property line, Location G) and NAC 3 industrial receivers are not reported in Table D-3.

Q: Will octave-band analysis be used to identify discrete tonal frequencies and their relative contribution to total noise levels?

A: **Partial.** The study used one-third octave band analysis for ambient background characterization but applied lower-resolution octave-band analysis to project equipment at only three of nine receiver locations. A public commenter submitted written comments identifying this resolution inconsistency and requesting equivalent frequency resolution at all locations. Skoug did not address the inconsistency in the hearing record.

Q: Has the noise study methodology been scoped to include daytime industrial-hours exposure, not just nighttime residential standards?

A: **Partial.** The study applied the MPCA Rule 7030 framework, which uses A-weighted thresholds differentiated by receptor type (residential, commercial, industrial) and by duration (L10 and L50 levels). Whether daytime industrial-hours modeling was performed separately from nighttime residential analysis was not addressed in the hearing record.

Q: Will the cooling equipment operate at variable or constant load?

A: **Partial.** The noise study modeled chillers at 100% load — the maximum operating condition. Whether the equipment will operate at variable load in practice was not addressed in the hearing record.

Operator Identity and Qualifications

Q: What are their qualifications and operational track record?

A: **Partial.** The Swervo Development company bio identifies the Woodbury Gold Line Data Center at 500 Bielenberg Drive as a 17.5 MW data center acquired and repurposed by Swervo in 2024 — the only named prior data center project in the record. Ned Abdul described that facility's tenants (MN Bureau of Criminal Apprehension, University of Minnesota, St. Cloud State University) at the May 26 hearing. A public commenter at the June 15 City Council hearing documented a prior Eagan, Minnesota proceeding: IronGate operated chillers without a permit, Eagan issued a criminal citation for noise threshold violations and unpermitted work, and the Eagan City Council unanimously denied the interim use permit, with litigation now pending. The Eagan proceedings were cited as a documented prior proceeding and were not confirmed by the applicant.

Community Benefit/Risk: ERMU Revenue

Q: What annual revenue does ERMU project from this customer at the Phase One minimum demand floor (18,400 kW), at full Phase One contracted capacity (23 MW), and at full Phase Two capacity (33 MW)?

Q: What increment to ERMU's annual PILOT transfer to the City of Elk River does ERMU project at each of those load levels?

A: **Partial.** ERMU's PILOT is set at 5% of electric revenue generated within Elk River. The current annual PILOT transfer to the city is approximately $1.7 million. Staff projected an additional $600,000–$800,000 annually from this customer (early estimate; rate not yet finalized by ERMU). Neither the revenue projection nor the PILOT increment is broken down by load level.

Q: How will the increased revenue to the City of Elk River practically benefit the residents and businesses of Elk River?

A: **Partial.** If a data center is approved, the City Council will decide how to use the funds during the budget process. Current PILOT funds are used for the General Fund, park improvements, and equipment/vehicle replacement.

Q: What wholesale rate does MMPA charge ERMU for energy purchased to serve loads above 10 MW under the large-load tariff (PUC docket 25-302), and how does that rate affect ERMU's per-kWh margin on this customer relative to ERMU's margin on existing customers?

Q: Are the early-termination/default penalties sized to recover ERMU's allocated infrastructure investment if the customer exits after Phase One is complete but before Phase Two demand is reached?

A: **Partial.** The ESA (§14.6(a)(iii)) establishes a Termination Payment of $1,000,000 per Contract Year (or prorated months) remaining in the 12-year initial term if the customer is the defaulting party. If the customer abandons the project, ERMU is not obligated to refund any infrastructure costs already spent or encumbered (§8.12). Whether these amounts are sized to fully recover ERMU's allocated infrastructure investment under all exit scenarios is not addressed in the application record.

Q: If the customer exits or materially reduces load after the new feeders and associated infrastructure are built, what cost-recovery mechanism protects remaining ERMU ratepayers from absorbing stranded infrastructure costs?

A: **Partial.** The ESA requires all infrastructure costs to be paid by the customer before ERMU orders materials. If the customer abandons the project, ERMU retains all infrastructure costs already spent or encumbered and is not obligated to refund them (§8.12). The Termination Payment ($1,000,000 × remaining Contract Years in the 12-year initial term) provides additional recovery. The ESA states that ERMU's service to the customer "shall not create a negative financial impact on ERMU's other customers" (§1). The application record does not include ERMU's analysis of ratepayer exposure under a full mid-term exit scenario.

Q: Has ERMU modeled the rate impact on remaining ratepayers of a full customer exit scenario — the mirror image of the "Rate Stabilization" benefit described in the May 26 presentation?

Setback Requirements

Q: Should an ordinance establish minimum separation distances for schools, day cares, or other similar uses before the city votes on a permanent amendment?

A: **Partial.** The draft ordinance proposed residential setbacks of 750 feet structure-to-structure and 500 feet parcel-boundary-to-parcel-boundary, but no school- or day care–specific setback. Commissioners described these figures as arbitrary without evidence of how peer communities had responded to similar proximity. The Planning Commission voted unanimously to

recommend denial of OA 26-02; no setback standards have been codified. The City Council is scheduled to act on July 6, 2026.

Thermal Pollution and Heat Dissipation

Q: How will the facility manage and dissipate heat? The facility uses a closed loop cooling system, so heat transfers from the coolant to the air.

Q: What are the projected thermal outputs into the air at the site boundary and at adjacent properties?

Q: Has any thermal impact modeling been conducted for adjacent properties?

Request for Action

To
City Council

Item Number
8.1

Meeting Date
July 6, 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 the Council to 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 (July 20, 2026)
- Education on the controversy over data centers
- Joint meeting with Sherburne County
- Deer hunting firearms (August 2026)
- Update on yard waste program (Fall 2026)
- Financial impact of construction projects on businesses

Financial Impact
N/A

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

Attachments
None

Request for Action

To
City Council

Item Number
9.1

Meeting Date
July 6, 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
July 6, 2026

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Police Department Front Desk Remodel

Reviewed by
David Kuhnly
Cal Portner
Justin Dunford

Action Requested
Receive information, discuss, and provide staff direction for improvements to the front desk/reception area of the police department.

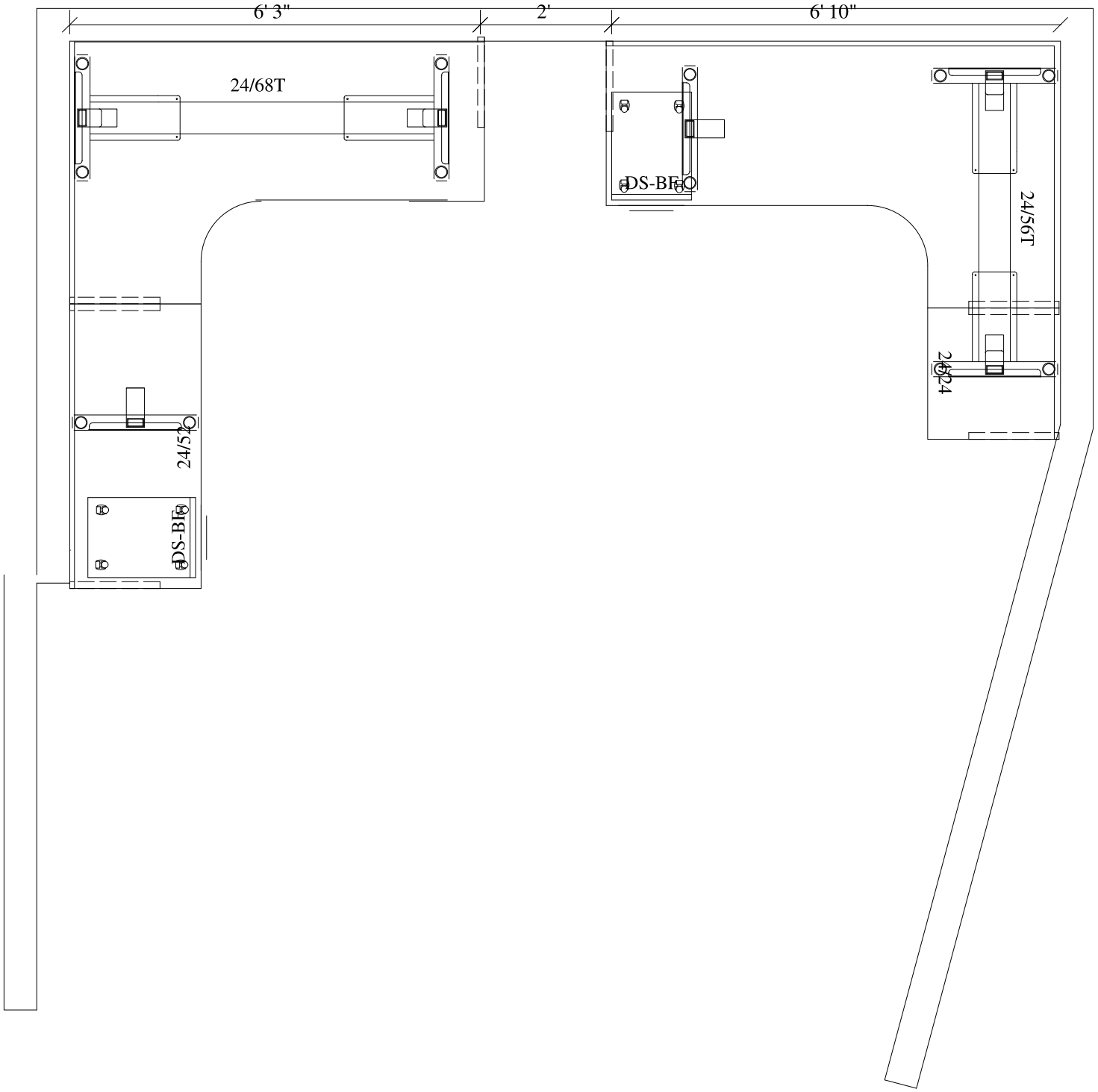
Background/Discussion
The current workstation is more than 10 years old. The workspace design does not provide adequate work surface area to complete daily tasks efficiently and includes a significant amount of unusable space due to its layout.

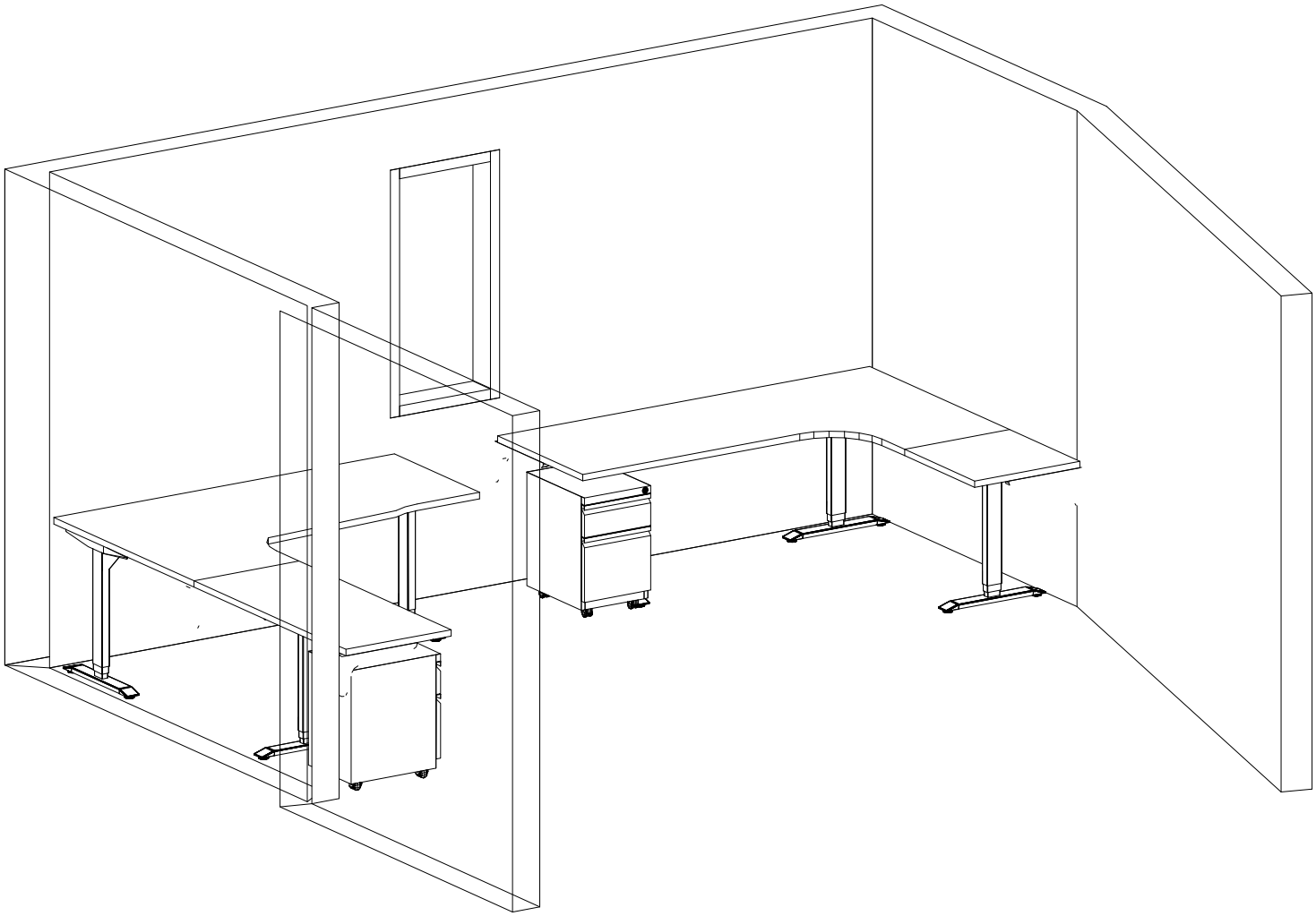
The proposed redesign will maximize the available workspace and improve functionality. The updated workstation will be more ergonomic and support staff productivity.

Financial Impact
The project cost will come from the Building Reserve Fund. This fund is dedicated for improvements, replacements, and retrofits of existing city building systems. The anticipated cost of this project is approximately $8,000, including furniture, installation, materials, wall coverings, and carpet repair. Attached is a quote for the materials and installation. Building Maintenance staff plans to complete some of the work from the quote, which would decrease the overall cost.

Mission/Policy/Goal
City Mission

Attachments
1. Elk River PD 2D
2. Elk River PD 3D
3. Front Office Quote


6' 3"
2'
6' 10"
24/68T
DS-BF
24/56T
24/24
24/52
DS-BF



Office Furniture Solutions. Inc.
4121 5th St N
Saint Cloud, MN 56303-3769
3202037957
www.fixthisoffice.com

Estimate

ADDRESS
ELK RIVER POLICE DEPARTMENT 13077 ORONO PARKWAY ELK RIVER, MN 55330

ESTIMATE #	DATE	
10480	06/10/2026	

YOUR SALES REP
CHRIS 320-746-5042
chris@fixthisoffice.com

CUSTOMER PO # AND CONTACT INFO
PD RECEPTION

HOW CUSTOMER WILL RECEIVE
OFS Delivery & Install

	DESCRIPTION	QTY	RATE	AMOUNT
4nTable	CUSTOM LEFT CURVED CORNER TOP WITH ANGLED EDGE ON WALL SIDE. 30" x 75" x 48" x 24"	1	760.00	760.00T
4nTable	WORK SURFACE: 24" x 52" WITH ONE RADIUS CORNER	1	215.00	215.00T
3nFiling	HARMONY SERIES METAL MOBILE BOX FILE PEDESTAL IN BLACK.	1	330.00	330.00T
4nTable HETB-3L3S - BLK	3 STAGE 3 LEG ELECTRIC SIT STAND BASE WITH ADDED STRINGER BAR - BLACK	1	808.50	808.50T
4nTable	CUSTOM RIGHT CURVED CORNER TOP WITH ANGLED EDGE ON ALL SIDE: 30" x 82" x 42 x 24"	1	760.00	760.00T
4nTable	WORK SURFACE: 24" x 18" WITH ONE RADIUS CORNER	1	150.00	150.00T
3nFiling	HARMONY SERIES METAL MOBILE BOX FILE PEDESTAL IN BLACK	1	330.00	330.00T
4nTable HETB-3L3S - BLK	3 STAGE 3 LEG ELECTRIC SIT STAND BASE WITH ADDED STRINGER BAR - BLACK	1	808.50	808.50T
FREIGHT	FREIGHT	1	200.00	200.00T
INSTALLATION	DELIVERY AND INSTALLATION ASSUMES AREA IS CLEARED ASSUMES M-F 8-5	1	560.00	560.00T
State of MN Required Delivery Tax Fee	State of MN Required Road Improvement & Delivery Fee Delivery Received by:_____ Printed Name:_____	1	0.50	0.50

	DESCRIPTION	QTY	RATE	AMOUNT
	Date:_____			

Thank you for the opportunity to provide you with this estimate!

Terms are Due on Receipt unless your total is over $2,000 which will require 50% down at the time of order with net due upon delivery.

Estimates are valid for 7 days. **Prices may change due to the possibility of tariffs with Canada and other trade countries. We will make every effort to provide you with accurate pricing at the time of your order to eliminate the need for an additional tariff surcharge being added to your invoice.

Used items quoted are subject to availability.

Delivery & installation are not included unless specifically itemized above and we have a current Delivery & Install Questionnaire on file for this project.

A Finance Charge of 1.5% per month (18% APR) will be added to past due balances.

SUBTOTAL	4,922.50
TAX	0.00
TOTAL	**$4,922.50**

Accepted By

Accepted Date

Request for Action

To
City Council

Item Number
11.2

Meeting Date
July 6, 2026

Prepared By
Justin Dunford, City Clerk
David Kuhnly, Police Chief

Item Description
Police Department Camera System Replacement

Reviewed by
David Kuhnly
Cal Portner

Action Requested
To review and provide staff direction on the desired payment structure for the replacement of the camera system in the Police Department interview rooms.

Background/Discussion
By law, the interview of a person in police custody must be recorded. The current camera system is at the end of its life cycle and needs to be replaced to maintain legal compliance.

A quote was requested for the work to replace the system and bring it up to current standards. There are two payment options. The city can pay for the whole system up front or split it over 10 years. Both costs and price structures are reflected in the quote document.

Financial Impact
$127,381.68 from the Building Replacement Fund this year, or $12,738.15 yearly from the Building Replacement Fund until January 2036.

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

Attachments
1. Interview Room - PD - Axon Estimate

Q-871422-46190KP

Issued: 06/17/2026

Quote Expiration: 09/28/2026

Estimated Contract Start Date: 01/01/2027

Account Number: 110486

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Elk River Police Dept. - MN 13077 Orono Pkwy NW Elk River, MN 55330-5600 USA	Elk River Police Dept. - MN 13077 Orono Pkwy NW Elk River MN 55330-5600 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Joseph Gacke Phone: 7636351203 Email: jgacke@elkrivermn.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	$127,381.68
ESTIMATED TOTAL W/ TAX	$127,381.68

Discount Summary

Average Savings Per Year	$1,415.35
TOTAL SAVINGS	$14,153.52

Payment Summary

Date	Subtotal	Tax	Total
Jan 2027	$12,738.15	$0.00	$12,738.15
Jan 2028	$12,738.17	$0.00	$12,738.17
Jan 2029	$12,738.17	$0.00	$12,738.17
Jan 2030	$12,738.17	$0.00	$12,738.17
Jan 2031	$12,738.17	$0.00	$12,738.17
Jan 2032	$12,738.17	$0.00	$12,738.17
Jan 2033	$12,738.17	$0.00	$12,738.17
Jan 2034	$12,738.17	$0.00	$12,738.17
Jan 2035	$12,738.17	$0.00	$12,738.17
Jan 2036	$12,738.17	$0.00	$12,738.17
Total	**$127,381.68**	**$0.00**	**$127,381.68**

Quote Unbundled Price:	**$141,535.20**
Quote List Price:	**$141,535.20**
Quote Subtotal:	**$127,381.68**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50265	AXON INTERVIEW - IO RED LED	4	1		$35.00	$31.50	$126.00	$0.00	$126.00
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1		$64.00	$57.60	$172.80	$0.00	$172.80
50433	AXON INTERVIEW - IO PUSH BUTTON	4	1		$78.00	$70.20	$280.80	$0.00	$280.80
50258	AXON INTERVIEW - IO MODULE CABINET	2	1		$445.00	$400.50	$801.00	$0.00	$801.00
50267	AXON INTERVIEW - IO MODULE	2	1		$788.00	$709.20	$1,418.40	$0.00	$1,418.40
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1		$209.00	$188.10	$376.20	$0.00	$376.20
50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1		$985.00	$886.50	$1,773.00	$0.00	$1,773.00
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	1		$1,338.00	$1,204.20	$2,408.40	$0.00	$2,408.40
50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1		$2,532.00	$2,278.80	$6,836.40	$0.00	$6,836.40
50295	AXON INTERVIEW - SERVER - PRO	2	1		$5,413.00	$4,871.70	$9,743.40	$0.00	$9,743.40
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	1		$1,750.00	$1,575.00	$3,150.00	$0.00	$3,150.00
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	1		$1,500.00	$1,350.00	$4,050.00	$0.00	$4,050.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		$36.83	$33.15	$7,955.28	$0.00	$7,955.28
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	120		$31.50	$28.35	$10,206.00	$0.00	$10,206.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	120		$124.80	$112.32	$53,913.60	$0.00	$53,913.60
A la Carte Services									
50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	1		$500.00	$450.00	$900.00	$0.00	$900.00
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	1		$1,000.00	$900.00	$1,800.00	$0.00	$1,800.00
50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	1		$500.00	$450.00	$1,800.00	$0.00	$1,800.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	1		$5,000.00	$4,500.00	$18,000.00	$0.00	$18,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	1		$464.00	$417.60	$1,670.40	$0.00	$1,670.40
Total							**$127,381.68**	**$0.00**	**$127,381.68**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	12/01/2026
A la Carte	50258	AXON INTERVIEW - IO MODULE CABINET	2	1	12/01/2026
A la Carte	50265	AXON INTERVIEW - IO RED LED	4	1	12/01/2026
A la Carte	50267	AXON INTERVIEW - IO MODULE	2	1	12/01/2026
A la Carte	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	1	12/01/2026
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2	1	12/01/2026
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	12/01/2026
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	12/01/2026
A la Carte	50433	AXON INTERVIEW - IO PUSH BUTTON	4	1	12/01/2026
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	12/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	01/01/2027	12/31/2036
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	01/01/2027	12/31/2036
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2027	12/31/2036
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2027	12/31/2036
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	01/01/2027	12/31/2036

Services

Bundle	Item	Description	QTY
A la Carte	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2
A la Carte	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2
A la Carte	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	13077 Orono Pkwy NW	Elk River	MN	55330-5600	USA

Payment Details

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.34	$0.00	$5,391.34
Annual Payment 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 1	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 1	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 1	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 1	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 1	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 1	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 1	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 1	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 1	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.15**	**$0.00**	**$12,738.15**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 2	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 2	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 2	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 2	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 2	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 2	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 2	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 2	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 2	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 3	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 3	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 3	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 3	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 3	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 3	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 3	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 3	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 3	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 4	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 4	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 4	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 4	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 4	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 4	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 4	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 4	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 4	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 5	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 5	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 5	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 5	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 5	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 5	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 5	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 5	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 5	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 6	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 6	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 6	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 6	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 6	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 6	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 6	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 6	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 6	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 6	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 6	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 6	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 6	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 6	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 6	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 7	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 7	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 7	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 7	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 7	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 7	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 7	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 7	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 7	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 7	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 7	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 7	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 7	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 7	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 7	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 7	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2034

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 8	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 8	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 8	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 8	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 8	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 8	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 8	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 8	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 8	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 8	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 8	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 8	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 8	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 8	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 8	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 8	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 8	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 9	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 9	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60

Jan 2035

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 9	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 9	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 9	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 9	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 9	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 9	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 9	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 9	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 9	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 9	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 9	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 9	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 9	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 9	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Jan 2036

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4	$167.04	$0.00	$167.04
Annual Payment 10	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	3	$405.00	$0.00	$405.00
Annual Payment 10	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	$1,020.60	$0.00	$1,020.60
Annual Payment 10	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$315.00	$0.00	$315.00
Annual Payment 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$795.53	$0.00	$795.53
Annual Payment 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,391.36	$0.00	$5,391.36
Annual Payment 10	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$37.62	$0.00	$37.62
Annual Payment 10	50258	AXON INTERVIEW - IO MODULE CABINET	2	$80.10	$0.00	$80.10
Annual Payment 10	50265	AXON INTERVIEW - IO RED LED	4	$12.60	$0.00	$12.60
Annual Payment 10	50267	AXON INTERVIEW - IO MODULE	2	$141.84	$0.00	$141.84
Annual Payment 10	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	2	$240.84	$0.00	$240.84
Annual Payment 10	50295	AXON INTERVIEW - SERVER - PRO	2	$974.34	$0.00	$974.34
Annual Payment 10	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$177.30	$0.00	$177.30
Annual Payment 10	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	$683.64	$0.00	$683.64
Annual Payment 10	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	2	$180.00	$0.00	$180.00
Annual Payment 10	50431	AXON INTERVIEW - INSTALLATION - IO ADDITIONAL LED	2	$90.00	$0.00	$90.00
Annual Payment 10	50432	AXON INTERVIEW - INSTALLATION - IO PUSH BUTTON	4	$180.00	$0.00	$180.00
Annual Payment 10	50433	AXON INTERVIEW - IO PUSH BUTTON	4	$28.08	$0.00	$28.08
Annual Payment 10	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	$17.28	$0.00	$17.28
Annual Payment 10	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4	$1,800.00	$0.00	$1,800.00
Total				**$12,738.17**	**$0.00**	**$12,738.17**

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.