



City Council

Regular Meeting & Work Session Agenda

Monday, July 20, 2026
6:00 PM or immediately following
the EDA meeting
(whichever is later)
Elk River City Hall

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

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 Check Register

4.2 City and ISD 728 Ice Facility Use Agreement for ERHS

4.3 Resolution 26-49: Plat of Oakwater Ridge Yale Street, Capstone Homes - PID 75-00959-0111

4.4 Turnout Gear Dryer Award

4.5 Northbound Liquor Special Inspections and Testing Services Agreement with Braun Intertec

4.6 Post Employment Health Care Savings Plan

4.7 Remodel of Front Reception Area of Police Department

4.8 Greater MN Business Development Public Infrastructure Grant Agreement

4.9 Fabulous Armadillos

4.10 Northbound Liquor - Call for Sale of Bonds

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

6.2 Recognize Jeff Smith for his 38 years of employment with Elk River

6.3 Retirement Recognition: Mark Dickinson

6.4 Promotion of Chad Yess to Lieutenant

6.5 Introduce Park and Recreation Framework Plan - ISG Consultants

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 Conditional Use Permit: Bluff Impacts, Randall Tesdahl - 16892 Yale St NW

7.2 Conditional Use Permit: Motor Vehicle Repair, Uval Butuc - 18332 Joplin St 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.

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION

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

10.1 Joint Session With Parks & Recreation Commission - PIF CIP Discussion and Framework Plan Kickoff

10.2 Craft Updated City Mission and Vision Statements

10.3 Review and Update City Council Goals

11. MOTION TO ADJOURN

12. INFORMATION

12.1 June Financial Reports

12.2 2nd Quarter Investment Report

The Elk River Vision

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



Request for Action

To
City Council

Item Number
4.1

Meeting Date
July 20, 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 20, 2026.

Background/Discussion
The details for the period ending July 20, 2026, are attached to this request for action.

Total for All Funds	\$1,481,444.87
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Financial Impact
N/A

Mission/Policy/Goal
N/A

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

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
DON BIRDSALL						
101						
7-13-26 DB	1	REIMB NASRO TRAINING - BIRDSAL	Invoice	07/13/2026	440.00	101-4-2130-4331
Total 12212 DON BIRDSALL:					440.00	
DUSTY'S DRAIN CLEANING IN						
101						
N26-585	1	TRUCK WASH REPAIR	Invoice	07/01/2026	3,699.00	101-4-3120-4401
Total 12785 DUSTY'S DRAIN CLEANING IN:					3,699.00	
FLAGSHIP RECREATION LLC						
101						
F24670	1	SUPPLIES ORONO PARK SPLASH PA	Invoice	07/09/2026	1,274.08	101-4-5110-4219
Total 12035 FLAGSHIP RECREATION LLC:					1,274.08	
GREENSCAPE COMPANIES, INC						
602						
29173	1	IRRIGATION SPRING START UP	Invoice	06/25/2026	765.95	602-4-9020-4404
Total 20525 GREENSCAPE COMPANIES, INC:					765.95	
HIRSHFIELD'S						
101						
12200809	1	TRAFFIC PAINT	Invoice	07/08/2026	988.70	101-4-3120-4219
Total 21407 HIRSHFIELD'S:					988.70	
KRUGER CONSTRUCTION LLC						
821						
7-14-26 ESCROW REF	1	REFUND 18512 SALEM ST NW - KRU	Invoice	07/14/2026	1,000.00	821-2200
Total 14810 KRUGER CONSTRUCTION LLC:					1,000.00	
MINNESOTA EQUIPMENT						
101						
R58651	1	HAULING #732	Invoice	07/08/2026	256.50	101-4-5110-4404
Total 12620 MINNESOTA EQUIPMENT:					256.50	
PAMELA LINTON						
101						
7232026 7/23/26	1	ENTERTAINMENT - 7/23/26	Invoice	06/26/2026	250.00	101-4-5510-4409
Total 10231 PAMELA LINTON:					250.00	
USA INFLATABLES						
101						
177422 - 7/25/26	1	ELK RIVERFEST MINI GOLF 7/25/26	Invoice	07/14/2026	900.43	101-4-1110-4409
Total 10543 USA INFLATABLES:					900.43	
ZACK CARLTON						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
JAN-JUN 26 PHONE	1	PHONE REIMB JAN-JUN 26-CARLTO	Invoice	07/14/2026	180.00	101-4-1510-4321
Total 12467 ZACK CARLTON:					180.00	
A HARD DAYS NIGHT TRIBUTE						
101						
7-30-26 BEATLES	1	RIVERFRONT CONCERT FINAL CHE	Invoice	05/06/2026	2,500.00	101-4-5220-4409
Total 14634 A HARD DAYS NIGHT TRIBUTE:					2,500.00	
ADAM D MARSHALL						
101						
321 - 7/30/26	1	ENTERTAINMENT IN THE PARK 7/30/	Invoice	10/07/2025	375.00	101-4-5220-4409
Total 11752 ADAM D MARSHALL:					375.00	
ALEX PARSONS						
101						
7-23-26 ACDC	1	RIVERFRONT CONCERT ACDC FINA	Invoice	05/06/2026	3,000.00	101-4-5220-4409
Total 52594 ALEX PARSONS:					3,000.00	
ALFA LAVAL INC						
602						
284193177	1	GREASE	Invoice	06/25/2026	4,058.95	602-4-9020-4219
Total 52665 ALFA LAVAL INC:					4,058.95	
AMAZON CAPITAL SERVICES						
603						
1471-P397-DFNG	1	SUPPLIES - SIGN HOLDERS	Invoice	07/08/2026	538.90	603-4-9152-4219
221						
161J-CY11-GW1F	1	GOLF NETS	Invoice	07/02/2026	288.76	221-4-5400-4219
101						
16XL-DCHW-J4X3	1	PLASTIC SIGNS	Invoice	06/30/2026	32.29	101-4-1230-4219
603						
16YD-N9QR-JRDP	1	SUPPLIES	Invoice	06/30/2026	78.10	603-4-9152-4219
101						
16YN-HXWH-LQ1K	1	CAMP SUPPLIES	Invoice	06/30/2026	11.99	101-4-5220-4219
101						
1DCY-HW3Q-JYNM	1	SUPPLIES - CHAIR MAT	Invoice	06/24/2026	116.99	101-4-1210-4201
101						
1HHK-7KNL-KTPG	1	SUPPLIES CREDIT	Invoice	07/07/2026	65.98-	101-4-5510-4219
101						
1HT9-WGM9-PQVG	1	OFFICE SUPPLIES	Invoice	07/01/2026	85.99	101-4-5110-4219
101						
1JVV-KXVC-GCVF	1	WINDPHONE PROJECT SUPPLIES	Invoice	07/09/2026	34.98	101-4-5220-4219
101						
1KHN-34LK-61LW	1	SUPPLIES	Invoice	07/13/2026	8.99	101-4-5110-4219
602						
1M1T-YLJT-JVWW	1	SUPPLIES-IMPACT WRENCH/GREAS	Invoice	06/27/2026	526.94	602-4-9020-4219
101						
1VGD-FYKG-KWWG	1	PLASTIC STANDS	Invoice	07/02/2026	31.34	101-4-1230-4219
101						
1VVL-KT1H-TT7X	1	COUNTY FAIR PARADE CANDY	Invoice	07/08/2026	199.22	101-4-2150-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1W6G-FHPQ-WQDC	1	PAPER	Invoice	06/25/2026	51.86	101-4-1210-4201
101						
1WLJ-VN13-GT4J	1	PROGRAM SUPPLIES	Invoice	07/02/2026	23.99	101-4-5510-4219
221						
1WQ6-QPJL-X4X6	1	WRISTBANDS	Invoice	07/01/2026	17.37	221-4-5400-4219
101						
1YCH-HR11-1KY4	1	ELECTION SUPPLIES	Invoice	06/23/2026	9.49	101-4-1230-4219
221						
1YH7-YKJW-7W4H	1	PAPER-POSTCARDS	Invoice	07/07/2026	15.99	221-4-5400-4219
221						
1YNX -3LGX-3QQD	1	GOLF NETTING	Invoice	07/13/2026	171.98	221-4-5400-4219
Total 13706 AMAZON CAPITAL SERVICES:					2,179.19	
ARTISAN BEER COMPANY						
603						
3868311	1	BEER	Invoice	06/30/2026	346.00	603-4-9151-4252
603						
3868312	1	THC PRODUCTS	Invoice	06/30/2026	66.25	603-4-9151-4256
603						
3870564	1	BEER	Invoice	07/08/2026	755.20	603-4-9111-4252
603						
3870565	1	THC PRODUCTS	Invoice	07/08/2026	697.10	603-4-9111-4256
603						
3870566	1	BEER	Invoice	07/08/2026	60.00	603-4-9151-4252
603						
3870567	1	THC PRODUCTS	Invoice	07/08/2026	431.00	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					2,355.55	
ASTLEFORD INTERNATIONAL						
101						
1P153083	1	PARTS - FIRE	Invoice	07/01/2026	364.00	101-4-2320-4221
Total 10762 ASTLEFORD INTERNATIONAL:					364.00	
AXON ENTERPRISE, INC.						
101						
INUS458988	1	AXON AIR CONTRACT	Invoice	07/01/2026	4,468.04	101-4-2120-4404
Total 13529 AXON ENTERPRISE, INC.:					4,468.04	
BEACON ATHLETICS, LLC						
101						
640007-IN	1	BALL FIELD SUPPLIES	Invoice	06/30/2026	488.02	101-4-5110-4219
101						
640081-IN	1	LINE CHALKER	Invoice	07/02/2026	1,336.94	101-4-5110-4219
Total 11625 BEACON ATHLETICS, LLC:					1,824.96	
BELLBOY CORPORATION						
603						
301114100	1	THC PRODUCTS	Invoice	06/30/2026	512.00	603-4-9111-4256
603						
301114100	2	FREIGHT	Invoice	06/30/2026	13.20	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 11800 BELLBOY CORPORATION:					525.20	
BENEFIT EXTRAS, INC.						
101						
1752006	1	COBRA ADMINISTRATION-JUNE	Invoice	07/08/2026	82.50	101-4-1220-4319
Total 52492 BENEFIT EXTRAS, INC.:					82.50	
BERNICK'S						
603						
10509470	1	POP/MISC	Invoice	07/01/2026	106.00	603-4-9111-4255
603						
10509471	1	THC PRODUCTS	Invoice	07/01/2026	234.00	603-4-9111-4256
603						
10509472	1	BEER	Invoice	07/01/2026	854.00	603-4-9111-4252
603						
10509473	1	POP/MISC	Invoice	07/01/2026	105.42	603-4-9151-4255
603						
10509474	1	THC PRODUCTS	Invoice	07/01/2026	96.00	603-4-9151-4256
603						
10509475	1	BEER	Invoice	07/01/2026	537.50	603-4-9151-4252
603						
10512220	1	POP/MISC	Invoice	07/08/2026	172.28	603-4-9111-4255
603						
10512221	1	BEER	Invoice	07/08/2026	3,662.50	603-4-9111-4252
603						
10512222	1	BEER	Invoice	07/08/2026	25.20	603-4-9111-4252
603						
10512223	1	POP/MISC	Invoice	07/08/2026	90.00	603-4-9151-4255
603						
10512224	1	BEER	Invoice	07/08/2026	891.15	603-4-9151-4252
Total 11950 BERNICK'S:					6,774.05	
BLAINE LOCK & SAFE, INC						
101						
34947	1	DEADBOLT ENTRY	Invoice	06/29/2026	170.00	101-4-5510-4401
101						
43637	1	SUPPLIES - LOCKS	Invoice	06/29/2026	127.90	101-4-5110-4219
Total 12256 BLAINE LOCK & SAFE, INC:					297.90	
BOND TRUST SERVICES CORPORATION						
301						
104665	1	GO CAP IMPR BONDS SERIES 2020A	Invoice	06/12/2026	83,236.25	301-4-7000-4611
333						
104666	1	GO CAP IMPR BONDS SERIES 2020B	Invoice	06/12/2026	30,847.50	333-4-7000-4611
602						
104667	1	GO SEWER REV REF BONDS SERIE	Invoice	06/12/2026	34,492.50	602-4-9010-4611
302						
104668	1	GO CAP IMPR/EQUIP BONDS SERIE	Invoice	06/12/2026	44,677.50	302-4-7000-4611
Total 52260 BOND TRUST SERVICES CORPORATION:					193,253.75	
BREAKTHRU BEVERAGE MINNESOTA						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
127731324	1	POP/MISC	Invoice	07/01/2026	192.00	603-4-9151-4255
603						
127731324	2	FREIGHT	Invoice	07/01/2026	7.25	603-4-9151-4332
603						
127733896	1	BEER	Invoice	07/01/2026	445.40	603-4-9151-4252
603						
127733897	1	LIQUOR	Invoice	07/01/2026	152.00	603-4-9151-4251
603						
414971366	1	POP/MISC CREDIT	Invoice	07/01/2026	40.00-	603-4-9151-4255
603						
414971366	2	FREIGHT CREDIT	Invoice	07/01/2026	1.45-	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					755.20	
603						
127731506	1	LIQUOR	Invoice	07/01/2026	3,225.65	603-4-9111-4251
603						
127731506	2	FREIGHT	Invoice	07/01/2026	60.90	603-4-9111-4332
603						
127734143	1	BEER	Invoice	07/01/2026	270.00	603-4-9111-4252
603						
414971475	1	WINE CREDIT	Invoice	07/01/2026	72.00-	603-4-9111-4253
603						
414971475	2	FREIGHT CREDIT	Invoice	07/01/2026	1.45-	603-4-9111-4332
603						
414989417	1	LIQUOR CREDIT	Invoice	07/06/2026	1.12-	603-4-9111-4251
603						
414989417	2	FREIGHT CREDIT	Invoice	07/06/2026	.03-	603-4-9111-4332
603						
414989420	1	POP/MISC CREDIT	Invoice	07/06/2026	10.00-	603-4-9111-4255
603						
414989420	2	FREIGHT CREDIT	Invoice	07/06/2026	.73-	603-4-9111-4332
603						
414989421	1	POP/MISC CREDIT	Invoice	07/06/2026	8.69-	603-4-9111-4255
603						
414989421	2	FREIGHT CREDIT	Invoice	07/06/2026	.48-	603-4-9111-4332
603						
414989422	1	LIQUOR CREDIT	Invoice	07/06/2026	8.26-	603-4-9111-4251
603						
414989422	2	FREIGHT CREDIT	Invoice	07/06/2026	.12-	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					3,453.67	
C & L DISTRIBUTING CO						
603						
1839001783	1	BEER CREDIT	Invoice	06/24/2026	13.20-	603-4-9151-4252
603						
1839001796	1	BEER CREDIT	Invoice	07/01/2026	19.60-	603-4-9151-4252
603						
1839001807	1	BEER CREDIT	Invoice	07/08/2026	11.25-	603-4-9151-4252
603						
2319115	1	LIQUOR	Invoice	06/24/2026	738.41	603-4-9151-4251
603						
2319116	1	BEER	Invoice	06/24/2026	5,086.75	603-4-9151-4252
603						
2319116	2	FREIGHT	Invoice	06/24/2026	5.00	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2320253	1	LIQUOR	Invoice	06/24/2026	56.00	603-4-9151-4251
603						
2322973	1	LIQUOR	Invoice	07/01/2026	2,580.13	603-4-9151-4251
603						
2322974	1	BEER	Invoice	07/01/2026	12,408.05	603-4-9151-4252
603						
2322974	2	POP/MISC	Invoice	07/01/2026	81.35	603-4-9151-4255
603						
2322974	3	THC PRODUCTS	Invoice	07/01/2026	62.00	603-4-9151-4256
603						
2322974	4	FREIGHT	Invoice	07/01/2026	5.00	603-4-9151-4332
603						
2327200	1	LIQUOR CREDIT	Invoice	07/08/2026	32.92-	603-4-9151-4251
603						
2327370	1	LIQUOR	Invoice	07/08/2026	342.85	603-4-9151-4251
603						
2327371	1	BEER	Invoice	07/08/2026	4,397.30	603-4-9151-4252
603						
2327371	2	POP/MISC	Invoice	07/08/2026	15.00	603-4-9151-4255
603						
2327371	3	FREIGHT	Invoice	07/08/2026	5.00	603-4-9151-4332
603						
2328656	1	LIQUOR	Invoice	07/08/2026	2,960.00	603-4-9151-4251
603						
2328657	1	BEER	Invoice	07/08/2026	152.00	603-4-9151-4252
Total 8003 C & L DISTRIBUTING CO:					<u>28,817.87</u>	
603						
2325774	1	THC PRODUCTS	Invoice	07/03/2026	69.00	603-4-9111-4256
603						
2325775	1	POP/MISC	Invoice	07/03/2026	81.35	603-4-9111-4255
603						
2325776	1	LIQUOR	Invoice	07/03/2026	1,324.53	603-4-9111-4251
603						
2325777	1	BEER	Invoice	07/03/2026	6,071.30	603-4-9111-4252
603						
2325777	2	FREIGHT	Invoice	07/03/2026	5.00	603-4-9111-4332
603						
2326076	1	LIQUOR	Invoice	07/06/2026	232.00	603-4-9111-4251
603						
2328801	1	BEER CREDIT	Invoice	07/08/2026	75.69-	603-4-9111-4252
603						
2328802	1	THC PRODUCTS	Invoice	07/08/2026	197.30	603-4-9111-4256
603						
2328803	1	LIQUOR	Invoice	07/08/2026	4,293.20	603-4-9111-4251
603						
2328804	1	POP/MISC	Invoice	07/08/2026	6,342.30	603-4-9111-4255
603						
2328804	2	FREIGHT	Invoice	07/08/2026	5.00	603-4-9111-4332
603						
2330145	1	BEER	Invoice	07/13/2026	9,484.20	603-4-9111-4252
603						
2330145	2	FREIGHT	Invoice	07/13/2026	5.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13375 C & L DISTRIBUTING CO:					28,034.49	
CENTERPOINT ENERGY						
602						
11504615-3 JUN 26	1	NATURAL GAS - WW	Invoice	07/09/2026	23.76	602-4-9050-4389
101						
11809755-9 JUN 26	1	NATURAL GAS - FS #3	Invoice	07/08/2026	531.58	101-4-2310-4389
211						
6781052-3 JUN 26	1	NATURAL GAS - LIBRARY	Invoice	07/09/2026	61.76	211-4-5600-4389
602						
7628405-8 JUN 26	1	NATURAL GAS - WW	Invoice	07/08/2026	121.64	602-4-9050-4389
602						
7836556-6 JUN 26	1	NATURAL GAS - WW	Invoice	07/08/2026	21.00	602-4-9050-4389
101						
9497572-9 JUN 26	1	NATURAL GAS - PW	Invoice	07/08/2026	315.10	101-4-3120-4389
Total 13845 CENTERPOINT ENERGY:					1,074.84	
CHARTER COMMUNICATIONS						
101						
175341301 JUL 26	1	ERMU INTERNET	Invoice	07/07/2026	200.00	101-4-1350-4321
101						
175341301 JUL 26	2	VIDEO SERVICES-CH	Invoice	07/07/2026	43.76	101-4-1600-4321
101						
175341301 JUL 26	3	PHONE LINE ELEVATOR-CITY HALL	Invoice	07/07/2026	48.70	101-4-1600-4389
101						
175341301 JUL 26	4	PHONE LINE ELEVATOR-CITY HALL	Invoice	07/07/2026	40.00	101-4-1600-4389
101						
175341301 JUL 26	5	VIDEO SERVICES/BACKUP INTERNE	Invoice	07/07/2026	118.75	101-4-2110-4321
101						
175341301 JUL 26	6	PHONE LINE ELEVATORS-PBL SAFE	Invoice	07/07/2026	97.43	101-4-2190-4389
101						
175341301 JUL 26	7	PHONE LINE ELEVATOR-PBL SAFE	Invoice	07/07/2026	40.00	101-4-2190-4389
101						
175341301 JUL 26	8	INTERNET, PHONE, VIDEO-FS #3	Invoice	07/07/2026	371.13	101-4-2310-4321
101						
175341301 JUL 26	9	VIDEO SERVICES-FS #1	Invoice	07/07/2026	36.93	101-4-2310-4321
101						
175341301 JUL 26	10	VIDEO SERVICES-EMERGENCY	Invoice	07/07/2026	41.63	101-4-2330-4389
101						
175341301 JUL 26	11	PHONE LINES, FIRE ALARM, TV SVC	Invoice	07/07/2026	115.14	101-4-3120-4321
101						
175341301 JUL 26	12	EMERG BUTTONS-ORONO & RIVER	Invoice	07/07/2026	97.40	101-4-5110-4389
221						
175341301 JUL 26	13	INTERNET, PHONE, VIDEO-FT CENT	Invoice	07/07/2026	497.89	221-4-5400-4321
603						
175341301 JUL 26	14	PHONE LINE CHGS-NORTHBOUND	Invoice	07/07/2026	48.70	603-4-9112-4321
101						
175341301 JUL 26	15	TAXES & FEES	Invoice	07/07/2026	17.43	101-4-1350-4321
Total 13954 CHARTER COMMUNICATIONS:					1,814.89	
CHOPS, INC						
101						
26130 - 7/25/26	1	ELK RIVERFEST PERFORMER 7/25/2	Invoice	07/14/2026	500.00	101-4-1110-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52320 CHOPS, INC:					500.00	
CINTAS CORPORATION LOC 470						
602						
4273892254	1	UNIFORM RENTAL/CLEANING	Invoice	06/26/2026	169.27	602-4-9020-4417
602						
4274592863	1	UNIFORM RENTAL/CLEANING	Invoice	07/02/2026	160.13	602-4-9020-4417
603						
4274593109	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/02/2026	77.15	603-4-9152-4404
603						
4274599407	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/02/2026	47.18	603-4-9152-4404
602						
4275393559	1	UNIFORM RENTAL/CLEANING	Invoice	07/10/2026	169.27	602-4-9020-4417
603						
4275393752	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/10/2026	77.15	603-4-9112-4404
603						
4275399930	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/10/2026	38.88	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					739.03	
CIVICPLUS, LLC						
101						
371016	1	ADDITIONAL SMS SUBSCRIBERS (BL	Invoice	07/01/2026	1,495.54	101-4-1120-4319
101						
371016	2	SSL CERTIFICATE ANNUAL FEE	Invoice	07/01/2026	261.73	101-4-1120-4319
101						
371016	3	ANNUAL FEE FOR HOSTING AND SU	Invoice	07/01/2026	11,181.08	101-4-1120-4319
101						
371016	4	AUDIOEYE MANAGED: HTTPS://WW	Invoice	07/01/2026	4,466.99	101-4-1120-4319
221						
371016	5	PREMIUM DEPARTMENT HEADER A	Invoice	07/01/2026	1,078.92	221-4-5400-4409
101						
371016	6	STANDARD DEPARTMENT HEADER	Invoice	07/01/2026	871.70	101-4-5210-4404
101						
378109	1	CIVICPLUS ADA	Invoice	07/01/2026	8,147.00	101-4-1120-4319
Total 11773 CIVICPLUS, LLC:					27,502.96	
COLLINS BROTHERS TOWING						
294						
127782	1	TOWING SVCS FORFEITURE 260095	Invoice	07/01/2026	100.00	294-4-2230-4219
Total 14425 COLLINS BROTHERS TOWING:					100.00	
CRYSTAL SPRINGS ICE						
603						
3-602400	1	ICE	Invoice	07/10/2026	372.96	603-4-9111-4255
603						
3-602400	2	FREIGHT	Invoice	07/10/2026	4.00	603-4-9111-4332
603						
3-602401	1	ICE	Invoice	07/10/2026	306.24	603-4-9151-4255
603						
3-602401	2	FREIGHT	Invoice	07/10/2026	4.00	603-4-9151-4332
603						
4-601115	1	ICE	Invoice	07/03/2026	237.44	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
4-601115	2	FREIGHT	Invoice	07/03/2026	4.00	603-4-9151-4332
603						
4-601117	1	ICE	Invoice	07/03/2026	385.44	603-4-9111-4255
603						
4-601117	2	FREIGHT	Invoice	07/03/2026	4.00	603-4-9111-4332
603						
4-601169	1	ICE	Invoice	07/13/2026	258.96	603-4-9111-4255
603						
4-601169	2	FREIGHT	Invoice	07/13/2026	6.00	603-4-9111-4332
Total 52407 CRYSTAL SPRINGS ICE:					1,583.04	
CUB FOODS						
101						
104304212950	1	PROGRAM SUPPLIES	Invoice	07/07/2026	88.37	101-4-5510-4219
Total 15550 CUB FOODS:					88.37	
CUSTOM BUILDERS INC						
401						
PAY APP 1	1	2026 PARKING LOT IMPROVEMENTS	Invoice	06/29/2026	334,766.24	401-4-8080-4530
Total 52669 CUSTOM BUILDERS INC:					334,766.24	
DACOTAH PAPER CO						
101						
1447	1	SUPPLIES CREDIT	Invoice	07/07/2026	45.45-	101-4-2190-4219
101						
80122	1	TOILET PAPER/TOWELS/SOAP	Invoice	06/30/2026	506.63	101-4-2190-4219
101						
80123	1	SUPLIES - TOILET PAPER	Invoice	06/30/2026	437.82	101-4-5110-4219
221						
81125	1	TRASH LINERS, TP, HAND SOAP	Invoice	07/02/2026	581.25	221-4-5400-4219
Total 15887 DACOTAH PAPER CO:					1,480.25	
DAHLHEIMER BEVERAGE, LLC						
603						
2366-00158	1	BEER CREDIT	Invoice	07/13/2026	87.93-	603-4-9151-4252
603						
2811168	1	LIQUOR	Invoice	06/25/2026	78.00	603-4-9151-4251
603						
2811169	1	BEER	Invoice	06/25/2026	7,962.80	603-4-9151-4252
603						
2811581	1	THC PRODUCTS	Invoice	06/25/2026	204.00	603-4-9151-4256
603						
2811582	1	BEER	Invoice	06/25/2026	150.00	603-4-9151-4252
603						
2811742	1	LIQUOR CREDIT	Invoice	06/24/2026	22.40-	603-4-9151-4251
603						
2811744	1	BEER CREDIT	Invoice	06/24/2026	4.00-	603-4-9151-4252
603						
2813593	1	BEER	Invoice	06/29/2026	5,498.26	603-4-9151-4252
603						
2814022	1	BEER CREDIT	Invoice	06/26/2026	5.30-	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2817161	1	BEER	Invoice	07/02/2026	3,687.49	603-4-9151-4252
603						
2817165	1	POP/MISC	Invoice	07/02/2026	357.70	603-4-9151-4255
603						
2818727	1	BEER	Invoice	07/02/2026	1,191.90	603-4-9151-4252
603						
2818728	1	THC PRODUCTS	Invoice	07/02/2026	486.00	603-4-9151-4256
603						
2819822	1	POP/MISC	Invoice	07/06/2026	93.00	603-4-9151-4255
603						
2819824	1	BEER	Invoice	07/06/2026	13,810.80	603-4-9151-4252
603						
2823464	1	BEER	Invoice	07/09/2026	4,778.90	603-4-9151-4252
603						
2823465	1	BEER	Invoice	07/09/2026	309.30	603-4-9151-4252
603						
2824211	1	LIQUOR	Invoice	07/09/2026	2,104.00	603-4-9151-4251
603						
2825552	1	BEER	Invoice	07/13/2026	4,043.30	603-4-9151-4252
603						
2825579	1	BEER CREDIT	Invoice	07/09/2026	6.50-	603-4-9151-4252
603						
2825632	1	THC PRODUCTS	Invoice	07/13/2026	240.00	603-4-9151-4256
603						
2825633	1	LIQUOR	Invoice	07/13/2026	1,315.02	603-4-9151-4251
603						
2825634	1	BEER	Invoice	07/13/2026	82.85	603-4-9151-4252
603						
2825634	2	POP/MISC	Invoice	07/13/2026	32.66	603-4-9151-4255
603						
2825992	1	BEER CREDIT	Invoice	07/10/2026	138.50-	603-4-9151-4252
603						
2826393	1	BEER CREDIT	Invoice	07/10/2026	27.00-	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					<u>46,134.35</u>	
603						
2816349	1	THC PRODUCTS	Invoice	07/01/2026	326.00	603-4-9111-4256
603						
2816350	1	POP/MISC	Invoice	07/01/2026	18.50	603-4-9111-4255
603						
2816350	2	BEER	Invoice	07/01/2026	5,426.35	603-4-9111-4252
603						
2819079	1	THC PRODUCTS	Invoice	07/06/2026	156.00	603-4-9111-4256
603						
2819080	1	BEER	Invoice	07/06/2026	12,517.67	603-4-9111-4252
603						
2823466	1	POP/MISC	Invoice	07/09/2026	128.25	603-4-9111-4255
603						
2823466	2	BEER	Invoice	07/09/2026	20,217.01	603-4-9111-4252
603						
2824178	1	THC PRODUCTS	Invoice	07/09/2026	456.00	603-4-9111-4256
603						
2824179	1	BEER	Invoice	07/09/2026	717.80	603-4-9111-4252
603						
2825246	1	BEER	Invoice	07/13/2026	14,683.80	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2826015	1	BEER	Invoice	07/10/2026	138.50	603-4-9111-4252
603						
2826571	1	THC PRODUCTS	Invoice	07/13/2026	304.00	603-4-9111-4256
Total 15900 DAHLHEIMER BEVERAGE, LLC:					55,089.88	
DAVID HERDAN						
101						
2026-045 - 7/25/26	1	ELK RIVERFEST ENT 7/25/26	Invoice	03/03/2026	2,000.00	101-4-1110-4409
Total 52589 DAVID HERDAN :					2,000.00	
E C M PUBLISHERS INC						
221						
1105033	1	JOB AD EVNT WKR AND SEASONAL	Invoice	06/28/2026	67.40	221-4-5400-4359
101						
1105801	1	PUBLIC ACCURACY TEST	Invoice	07/04/2026	52.00	101-4-1230-4359
Total 17000 E C M PUBLISHERS INC:					119.40	
EHLERS & ASSOCIATES, INC						
462						
106886	1	TIF REPORTING - TIF 22	Invoice	07/08/2026	181.04	462-4-7000-4319
464						
106886	2	TIF REPORTING - TIF 24	Invoice	07/08/2026	181.04	464-4-7000-4319
465						
106886	3	TIF REPORTING - TIF 25	Invoice	07/08/2026	181.04	465-4-7000-4319
466						
106886	4	TIF REPORTING - TIF 26	Invoice	07/08/2026	181.04	466-4-7000-4319
467						
106886	5	TIF REPORTING - TIF 27	Invoice	07/08/2026	181.05	467-4-7000-4319
469						
106886	6	TIF REPORTING - TIF 29	Invoice	07/08/2026	181.04	469-4-7000-4319
Total 17287 EHLERS & ASSOCIATES, INC:					1,086.25	
ELK RIVER MUNICIPAL UTILITIES						
401						
526 - 7/2/26	1	ELECTRIC - STREET LIGHTS	Invoice	07/02/2026	1,708.14	401-4-3120-4389
101						
7/2/26 ERMU	1	WATER/ELECTRIC	Invoice	07/02/2026	7,868.28	101-4-5110-4389
602						
7/2/26 ERMU	2	ELECTRIC	Invoice	07/02/2026	1,577.09	602-4-9050-4389
101						
7/2/26 ERMU	3	ELECTRIC	Invoice	07/02/2026	142.34	101-4-2330-4389
101						
7/2/26 ERMU	4	ELECTRIC	Invoice	07/02/2026	66.00	101-4-2190-4389
101						
7/2/26 ERMU	5	ELECTRIC	Invoice	07/02/2026	33.48	101-4-5110-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					11,395.33	
605						
2659	1	BILLING SVCS - JUN 26	Invoice	06/30/2026	2,666.87	605-4-9210-4319
602						
2659	2	BILLING SVCS - JUN 26	Invoice	06/30/2026	606.36	602-4-9010-4319

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
607						
2659	3	BILLING SVCS - JUN 26	Invoice	06/30/2026	877.98	607-4-9310-4319
101						
7-6-26 ASMNTS	1	ELECTRIC ASSESSMENTS	Invoice	07/06/2026	8,400.66	101-3-0000-3610
101						
7-6-26 ASMNTS	2	WATER ASSESSMENTS	Invoice	07/06/2026	4,595.51	101-3-0000-3610
Total 17701 ELK RIVER MUNICIPAL UTILITIES:					17,147.38	
ELK RIVER WINLECTRIC						
211						
432581 01	1	SUPPLIES	Invoice	06/29/2026	49.72	211-4-5600-4219
Total 17890 ELK RIVER WINLECTRIC:					49.72	
EMILY'S PET ENTERPRISES LLC						
101						
9033 - 7/25/26	1	ELK RIVERFEST ENTERTAINMENT	Invoice	04/10/2026	342.00	101-4-1110-4409
Total 52321 EMILY'S PET ENTERPRISES LLC:					342.00	
EVERGREEN TOWNHOMES LLC						
821						
7-15-26 ESCROW REF	1	REFUND SIDEWALK ESCROW - EVE	Invoice	07/15/2026	9,971.71	821-2200
Total 52678 EVERGREEN TOWNHOMES LLC:					9,971.71	
FAMILY FUN JUMPS						
101						
180 - 7/25/26	1	ELKRIVERFEST INFLATABLES	Invoice	01/02/2026	800.00	101-4-1110-4409
Total 52592 FAMILY FUN JUMPS:					800.00	
FASTENAL COMPANY						
101						
MNELK147819	1	SUPPLIES - VENDING	Invoice	06/26/2026	18.73	101-4-3120-4219
101						
MNELK147819	2	SUPPLIES - VENDING	Invoice	06/26/2026	123.61	101-4-5110-4219
101						
MNELK147864	1	SUPPLIES - BATTERIES	Invoice	06/26/2026	29.12	101-4-2120-4219
101						
MNELK147909	1	SUPPLIES - VENDING	Invoice	06/30/2026	104.88	101-4-3120-4219
602						
MNELK147958	1	SUPPLIES	Invoice	07/01/2026	10.93	602-4-9020-4219
101						
MNELK147960	1	SIGN SUPPLIES	Invoice	07/02/2026	12.10	101-4-3120-4226
101						
MNELK148036	1	SUPPLIES - BATTERIES	Invoice	07/09/2026	11.30	101-4-2120-4219
Total 18453 FASTENAL COMPANY:					310.67	
FES, INC.						
101						
22035	1	LION FIRE BOOTS	Invoice	07/06/2026	524.99	101-4-2320-4219
Total 15222 FES, INC.:					524.99	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
FINNLYTECH INC						
221						
2274	1	FINNLY SPORT SOFTWARE	Invoice	07/01/2026	3,890.00	221-4-5400-4409
Total 14832 FINNLYTECH INC:					3,890.00	
FIRST HOSPITAL LABORATORIES						
101						
FL00717887	1	RANDOM DRUG SCREEN/BAT	Invoice	07/06/2026	712.38	101-4-1220-4319
Total 18890 FIRST HOSPITAL LABORATORIES:					712.38	
FLEETPRIDE						
101						
135675509	1	PARTS FIRE	Invoice	06/29/2026	378.36	101-4-2320-4221
101						
135686768	1	PARTS FIRE	Invoice	06/29/2026	138.18	101-4-2320-4221
101						
135687230	1	PARTS - FIRE	Invoice	06/29/2026	138.18	101-4-2320-4221
101						
135705854	1	RETURN PARTS - FIRE	Invoice	06/30/2026	378.36-	101-4-2320-4221
Total 11711 FLEETPRIDE:					276.36	
GESTALT ENGINEERING LLC						
228						
1341	1	LANDFILL ASSIST - JUN	Invoice	07/01/2026	210.00	228-4-7000-4319
Total 14099 GESTALT ENGINEERING LLC:					210.00	
GOPHER STATE ONE-CALL INC						
602						
6060376	1	LOCATE TICKETS	Invoice	06/30/2026	633.15	602-4-9020-4404
Total 20150 GOPHER STATE ONE-CALL INC:					633.15	
GRAINGER						
101						
9968350521	1	PARTS	Invoice	06/29/2026	161.36	101-4-5110-4221
101						
9972843461	1	SHOP OIL BUGGY	Invoice	07/02/2026	171.81	101-4-3150-4221
Total 20300 GRAINGER:					333.17	
GRANITE CITY JOBBING CO						
603						
530636	1	POP/MISC CREDIT	Invoice	06/12/2026	130.00-	603-4-9111-4255
603						
535207	1	POP/MISC	Invoice	07/03/2026	1,157.99	603-4-9111-4255
603						
535207	2	SUPPLIES	Invoice	07/03/2026	156.12	603-4-9112-4219
603						
535207	3	FREIGHT	Invoice	07/03/2026	5.00	603-4-9111-4332
603						
535208	1	POP/MISC	Invoice	07/03/2026	247.51	603-4-9151-4255
603						
535208	2	SUPPLIES	Invoice	07/03/2026	71.66	603-4-9152-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
535208	3	FREIGHT	Invoice	07/03/2026	5.00	603-4-9151-4332
603						
536624	1	POP/MISC	Invoice	07/10/2026	284.47	603-4-9111-4255
603						
536624	2	SUPPLIES	Invoice	07/10/2026	82.39	603-4-9112-4219
603						
536624	3	FREIGHT	Invoice	07/10/2026	5.00	603-4-9111-4332
603						
536625	1	POP/MISC	Invoice	07/10/2026	584.56	603-4-9151-4255
603						
536625	2	SUPPLIES	Invoice	07/10/2026	52.41	603-4-9152-4219
603						
536625	3	FREIGHT	Invoice	07/10/2026	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					2,527.11	
GREENFLY NETWORKS INC-CLEARFLY						
101						
INV835883	1	MONTHLY PHONE SERVICES	Invoice	07/01/2026	656.80	101-4-1600-4321
Total 52632 GREENFLY NETWORKS INC-CLEARFLY:					656.80	
GREY GROUP LLC						
101						
355048377	1	OFFICER TRAINING ZABEE, ASWEG	Invoice	07/13/2026	1,590.00	101-4-2120-4331
Total 52674 GREY GROUP LLC:					1,590.00	
HEARTLAND BUSINESS SYSTEMS, LLC						
101						
893589-H	1	OUTDOOR SECURITY CAMERA	Invoice	06/23/2026	3,235.60	101-4-1350-4404
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					3,235.60	
HOME DEPOT CREDIT SERVICES						
602						
1121763	1	SUPPLIES	Invoice	06/24/2026	169.00	602-4-9020-4219
101						
6614969	1	SUPPLIES	Invoice	07/09/2026	34.96	101-4-5110-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					203.96	
HORIZON CHEMICAL LLC						
101						
INV147040	1	SUPPLIES	Invoice	06/26/2026	51.66	101-4-5110-4219
101						
INV147164	1	SUPPLIES	Invoice	06/29/2026	167.20	101-4-5110-4219
101						
INV147169	1	SUPPLIES - FILTER CARTRIDGES	Invoice	06/29/2026	99.05	101-4-5110-4219
Total 15355 HORIZON CHEMICAL LLC:					317.91	
HUMERATECH						
101						
260612	1	SCHEDULED FS3 TO 24-7	Invoice	06/30/2026	358.00	101-4-2310-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 11926 HUMERATECH:					358.00	
INTERNATIONAL CODE COUNCIL						
101						
Q15.00043905	1	MEMBERSHIP #189040	Invoice	04/27/2026	170.00	101-4-2410-4433
Total 22353 INTERNATIONAL CODE COUNCIL:					170.00	
ISD 728-COMMUNITY EDUCATION						
101						
2526-5579	1	TRACK CAMP RENTAL	Invoice	07/10/2026	420.00	101-4-5220-4409
Total 21985 ISD 728-COMMUNITY EDUCATION:					420.00	
JAMES KIRKENDALL						
101						
73026 - 7/30/26	1	FARMERS MARKET MUSIC 7-30-26	Invoice	02/05/2026	175.00	101-4-5230-4409
Total 13229 JAMES KIRKENDALL:					175.00	
JAMES OELKE						
101						
503 - 7/25/26	1	ELK RIVERFEST PETTING ZOO	Invoice	02/20/2026	600.00	101-4-1110-4409
Total 14491 JAMES OELKE:					600.00	
JESSE NORELL						
101						
297 - 7/25/26	1	ELK RIVERFEST ENTERTAINMENT	Invoice	07/15/2026	1,500.00	101-4-1110-4409
Total 52677 JESSE NORELL:					1,500.00	
JOHNSON BROS LIQUOR						
603						
1086708	1	LIQUOR	Invoice	06/29/2026	3,599.40	603-4-9111-4251
603						
1086708	2	FREIGHT	Invoice	06/29/2026	61.95	603-4-9111-4332
603						
1087319	1	LIQUOR	Invoice	06/30/2026	529.78	603-4-9111-4251
603						
1087319	2	FREIGHT	Invoice	06/30/2026	19.47	603-4-9111-4332
603						
1087320	1	WINE	Invoice	06/30/2026	2,845.82	603-4-9111-4253
603						
1087320	2	FREIGHT	Invoice	06/30/2026	92.04	603-4-9111-4332
603						
1087321	1	LIQUOR	Invoice	06/30/2026	1,210.00	603-4-9111-4251
603						
1087321	2	FREIGHT	Invoice	06/30/2026	15.93	603-4-9111-4332
603						
1087322	1	WINE	Invoice	06/30/2026	24.00	603-4-9151-4253
603						
1087322	2	FREIGHT	Invoice	06/30/2026	1.79	603-4-9151-4332
603						
1087323	1	LIQUOR	Invoice	06/30/2026	628.50	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1087323	2	FREIGHT	Invoice	06/30/2026	12.53	603-4-9151-4332
603						
1087324	1	WINE	Invoice	06/30/2026	193.08	603-4-9151-4253
603						
1087324	2	FREIGHT	Invoice	06/30/2026	7.16	603-4-9151-4332
603						
1087325	1	LIQUOR	Invoice	06/30/2026	1,265.20	603-4-9151-4251
603						
1087325	2	FREIGHT	Invoice	06/30/2026	14.32	603-4-9151-4332
603						
1088647	1	LIQUOR	Invoice	06/30/2026	7,200.00	603-4-9111-4251
603						
1088647	2	FREIGHT	Invoice	06/30/2026	115.05	603-4-9111-4332
603						
1088648	1	FREIGHT	Invoice	06/30/2026	1.77	603-4-9111-4332
603						
1093500	1	LIQUOR	Invoice	07/08/2026	14,928.13	603-4-9111-4251
603						
1093500	2	FREIGHT	Invoice	07/08/2026	203.55	603-4-9111-4332
603						
1093501	1	WINE	Invoice	07/08/2026	2,334.00	603-4-9111-4253
603						
1093501	2	FREIGHT	Invoice	07/08/2026	46.02	603-4-9111-4332
603						
1093502	1	POP/MISC	Invoice	07/08/2026	269.00	603-4-9111-4255
603						
1093502	2	FREIGHT	Invoice	07/08/2026	12.39	603-4-9111-4332
603						
1093503	1	LIQUOR	Invoice	07/08/2026	3,040.48	603-4-9111-4251
603						
1093503	2	FREIGHT	Invoice	07/08/2026	30.09	603-4-9111-4332
603						
1093504	1	LIQUOR	Invoice	07/08/2026	75.00	603-4-9151-4251
603						
1093504	2	FREIGHT	Invoice	07/08/2026	1.79	603-4-9151-4332
603						
1093505	1	LIQUOR	Invoice	07/08/2026	112.00	603-4-9151-4251
603						
1093505	2	FREIGHT	Invoice	07/08/2026	1.79	603-4-9151-4332
603						
189882	1	LIQUOR CREDIT	Invoice	06/25/2026	26.56-	603-4-9111-4251
603						
189883	1	LIQUOR CREDIT	Invoice	06/25/2026	4.08-	603-4-9111-4251
603						
189933	1	LIQUOR CREDIT	Invoice	06/25/2026	235.50-	603-4-9151-4251
603						
189933	2	FREIGHT CREDIT	Invoice	06/25/2026	5.37-	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					38,620.52	
JOHNSON CONTROLS BUILDING SOL LLC						
101						
1-137866354034	1	CHILLER MAINT	Invoice	06/18/2026	1,708.00	101-4-1600-4401
Total 52673 JOHNSON CONTROLS BUILDING SOL LLC:					1,708.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
JOHNSON CONTROLS FIRE PROTECTION						
221						
25508825	1	ANNUAL FIRE ALARM MONITORING	Invoice	07/01/2026	780.00	221-4-5400-4401
Total 22785 JOHNSON CONTROLS FIRE PROTECTION:					780.00	
JUNKYARD BREWING COMPANY						
603						
9703	1	BEER	Invoice	07/06/2026	312.00	603-4-9111-4252
603						
9703	2	THC PRODUCTS	Invoice	07/06/2026	336.00	603-4-9111-4256
Total 14086 JUNKYARD BREWING COMPANY:					648.00	
JUSTIN STRAYER						
603						
IN-43130	1	BEER	Invoice	07/01/2026	207.58	603-4-9151-4252
603						
IN-43161	1	BEER	Invoice	07/01/2026	879.10	603-4-9111-4252
603						
IN-43161	2	THC PRODUCTS	Invoice	07/01/2026	74.50	603-4-9111-4256
Total 14415 JUSTIN STRAYER:					1,161.18	
KIRI A FAUL						
101						
2754	1	PRE EMPLOYMENT PSYCH - K. HAR	Invoice	07/08/2026	675.00	101-4-2110-4319
101						
2754	2	LEADERSHIP ASSESSMENT - WILLIA	Invoice	07/08/2026	5,000.00	101-4-2110-4319
Total 14646 KIRI A FAUL:					5,675.00	
KRISS PREMIUM PRODUCTS, INC						
221						
201470	1	WATER TREATMENT & TECH SVCS	Invoice	07/01/2026	281.50	221-4-5400-4219
Total 23297 KRISS PREMIUM PRODUCTS, INC:					281.50	
KUPIBO						
290						
INV-77	1	MOWING - 13296 MISSISSIPPI ROAD	Invoice	07/02/2026	525.95	290-4-1210-4409
290						
INV-78	1	MOWING - 17727 CLEVELAND ST NW	Invoice	07/02/2026	288.06	290-4-1210-4409
290						
INV-86	1	MOWING - 10616 175TH AVE NW	Invoice	07/08/2026	293.51	290-4-1210-4409
290						
INV-87	1	MOWING - 17688 TYLER ST NW	Invoice	07/10/2026	150.00	290-4-1210-4409
Total 52660 KUPIBO:					1,257.52	
KUTAK ROCK LLP						
245						
3764416	1	LEGAL - TIF 30 PROJECT	Invoice	07/07/2026	755.40	245-4-6210-4319
Total 52416 KUTAK ROCK LLP:					755.40	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
KYRON CHRISTOPHERSON						
101						
July Sound-Outdoors	1	JULY SOUND BATHING OUTDOORS	Invoice	07/10/2026	60.00	101-4-5220-4409
Total 52369 KYRON CHRISTOPHERSON:					60.00	
LAWAL SCOTT ERICKSON ARCHITECTS						
603						
6497	1	NORTHBOUND/CANNABOUND PROF	Invoice	04/30/2026	74,987.97	603-4-9112-4319
604						
6497	2	NORTHBOUND/CANNABOUND PROF	Invoice	04/30/2026	36,934.37	604-4-9410-4319
603						
6551	1	NORTHBOUND/CANNABOUND PROF	Invoice	05/31/2026	5,143.72	603-4-9112-4319
604						
6551	2	NORTHBOUND/CANNABOUND PROF	Invoice	05/31/2026	2,533.48	604-4-9410-4319
603						
6570	1	NORTHBOUND/CANNABOUND PROF	Invoice	06/30/2026	4,994.18	603-4-9112-4319
604						
6570	2	NORTHBOUND/CANNABOUND PROF	Invoice	06/30/2026	2,459.82	604-4-9410-4319
Total 52379 LAWAL SCOTT ERICKSON ARCHITECTS:					127,053.54	
LAWRENCE B RIPP						
101						
61926 - 7/25/26	1	ELK RIVERFEST BUBBLES	Invoice	06/24/2026	600.00	101-4-1110-4409
Total 15316 LAWRENCE B RIPP:					600.00	
LEAGUE OF MN CITIES INS TRUST						
101						
40002926 P/C 7/6/26	1	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	14,813.00	101-4-1110-4361
101						
40002926 P/C 7/6/26	2	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	31.00	101-4-1210-4361
101						
40002926 P/C 7/6/26	3	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	41.00	101-4-1350-4331
101						
40002926 P/C 7/6/26	4	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	31.00	101-4-1510-4361
101						
40002926 P/C 7/6/26	5	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	2,844.00	101-4-1600-4361
101						
40002926 P/C 7/6/26	6	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	17,424.00	101-4-2110-4361
101						
40002926 P/C 7/6/26	7	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	5,358.00	101-4-2190-4361
101						
40002926 P/C 7/6/26	8	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	4,599.00	101-4-2310-4361
101						
40002926 P/C 7/6/26	9	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	117.00	101-4-2410-4361
101						
40002926 P/C 7/6/26	10	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	41.00	101-4-2420-4361
101						
40002926 P/C 7/6/26	11	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	6,655.00	101-4-3120-4361
101						
40002926 P/C 7/6/26	12	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	41.00	101-4-3300-4361
101						
40002926 P/C 7/6/26	13	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	8,647.00	101-4-5110-4361
101						
40002926 P/C 7/6/26	14	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	1,263.00	101-4-5210-4361

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
40002926 P/C 7/6/26	15	PROP/CASUALTY INS - JUL/SEP 26 E	Invoice	07/06/2026	29.00	101-4-6210-4361
211						
40002926 P/C 7/6/26	16	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	1,791.00	211-4-5600-4361
221						
40002926 P/C 7/6/26	17	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	8,627.00	221-4-5400-4361
291						
40002926 P/C 7/6/26	18	PROP/CASUALTY INS - JUL/SEP 26 F	Invoice	07/06/2026	100.00	291-4-7000-4361
291						
40002926 P/C 7/6/26	19	PROP/CASUALTY INS - JUL/SEP 26 Y	Invoice	07/06/2026	4,783.00	291-4-7000-4361
291						
40002926 P/C 7/6/26	20	PROP/CASUALTY INS - JUL/SEP 26 E	Invoice	07/06/2026	1,015.00	291-4-7000-4361
602						
40002926 P/C 7/6/26	21	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	9,670.00	602-4-9020-4361
603						
40002926 P/C 7/6/26	22	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	9,936.20	603-4-9112-4361
603						
40002926 P/C 7/6/26	23	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	5,355.10	603-4-9152-4361
221						
40002926 P/C 7/6/26	24	PROP/CASUALTY INS - JUL/SEP 26	Invoice	07/06/2026	1,500.70	221-4-5430-4361
Total 23805 LEAGUE OF MN CITIES INS TRUST:					104,712.00	
LEWIS CUSTOM HOMES						
821						
7-14-26 ESCROW REF	1	17750 HOOVER ST NW - LEWIS CUS	Invoice	07/14/2026	1,000.00	821-2200
821						
7-14-26 ESCROW REF	2	17774 HOOVER ST NW - LEWIS CUS	Invoice	07/14/2026	1,000.00	821-2200
821						
7-14-26 ESCROW REF	3	10032 178TH AVE NW - LEWIS CUST	Invoice	07/14/2026	1,000.00	821-2200
821						
7-14-26 ESCROW REF	4	10048 178TH AVE NW - LEWIS CUST	Invoice	07/14/2026	1,000.00	821-2200
821						
7-14-26 ESCROW REF	5	10080 178TH AVE NW - LEWIS CUST	Invoice	07/14/2026	1,000.00	821-2200
821						
7-14-26 ESCROW REF	6	10096 178TH AVE NW - LEWIS CUST	Invoice	07/14/2026	1,000.00	821-2200
Total 52257 LEWIS CUSTOM HOMES:					6,000.00	
LEXISNEXIS RISK SOLUTIONS FL INC						
101						
1300304060	1	ONLINE INVESTIGATIVE SERVICES	Invoice	06/30/2026	533.34	101-4-2130-4433
Total 52587 LEXISNEXIS RISK SOLUTIONS FL INC:					533.34	
LYNN YOUNG						
101						
10024862626	1	PAR TAGS	Invoice	06/30/2026	148.20	101-4-2320-4219
Total 15307 LYNN YOUNG:					148.20	
M T I DISTRIBUTING INC						
101						
1525551-00	1	PARTS #724	Invoice	07/01/2026	192.77	101-4-5110-4221
101						
1527769-00	1	PARTS #721	Invoice	06/30/2026	219.38	101-4-5110-4221

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1528828-00	1	PARTS #724	Invoice	07/07/2026	198.49	101-4-5110-4221
Total 24475 M T I DISTRIBUTING INC:					610.64	
MANSFIELD OIL CO						
101						
28133855	1	DIESEL FUEL ULS2	Invoice	07/10/2026	14,379.88	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					14,379.88	
MARTA D SHORE						
211						
12 - 7/23/26	1	INSTRUCTOR - CROP ART 7/23/26	Invoice	04/22/2026	130.00	211-4-5600-4409
Total 52627 MARTA D SHORE:					130.00	
MARTIN MARIETTA MATERIALS						
101						
49680596	1	SUPPLIES - TACK OIL	Invoice	06/25/2026	330.00	101-4-3120-4219
Total 24716 MARTIN MARIETTA MATERIALS:					330.00	
METRO TENT RENTAL						
101						
101681 - 7/25/26	1	ELK RIVERFEST TENT/TABLE/CHAIR/	Invoice	08/26/2025	3,040.00	101-4-1110-4409
Total 12529 METRO TENT RENTAL:					3,040.00	
MINNESOTA ELECTRIC SUPPLY						
211						
1875	1	SUPPLIES - 15 FT LIGHT POLE	Invoice	06/29/2026	687.77	211-4-5600-4219
Total 52667 MINNESOTA ELECTRIC SUPPLY:					687.77	
MINNESOTA FIRE SERVICE CERT BOARD						
101						
16100	1	CERTIFICATION EXAM - G.MYETTE	Invoice	07/01/2026	131.00	101-4-2320-4331
101						
16129	1	RECERTIFICATION EXAM - OFFICER	Invoice	07/02/2026	75.00	101-4-2320-4331
Total 26360 MINNESOTA FIRE SERVICE CERT BOARD:					206.00	
MN DEPT OF LABOR & INDUSTRY						
101						
ABR0376746X	1	PRESSURE VESSEL-FS 1	Invoice	06/27/2026	25.00	101-4-2310-4401
101						
JUNE 2026	1	BP SURCHARGE JUN 26 - PS2606-00	Invoice	07/02/2026	5,192.78	101-3-0000-3233
Total 26180 MN DEPT OF LABOR & INDUSTRY:					5,217.78	
N C S I						
101						
70698	1	BACKGROUND CHECK - FIELD USE	Invoice	07/01/2026	18.50	101-4-5220-4409
Total 27519 N C S I:					18.50	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
NAPA OF ELK RIVER, LLC						
101						
348261	1	PARTS #319	Invoice	07/02/2026	61.58	101-4-3120-4221
602						
348703	1	PARTS	Invoice	07/07/2026	10.05	602-4-9020-4219
Total 52338 NAPA OF ELK RIVER, LLC:					71.63	
NELSON NURSERY INC						
101						
39482	1	JACKSON/HWY 10 GARDEN	Invoice	07/14/2026	41.98	101-4-5110-4219
Total 27890 NELSON NURSERY INC:					41.98	
NORTHWEST METRO ROBOTICS						
101						
6400 - 7/25/26	1	ELK RIVERFEST ROBOTICS	Invoice	07/25/2026	275.00	101-4-1110-4409
Total 15042 NORTHWEST METRO ROBOTICS:					275.00	
OMANN BROS INC						
101						
19663	1	SUPPLIES - AC FINES MIX	Invoice	06/24/2026	630.00	101-4-3120-4219
101						
19675	1	SUPPLIES - AC FINES MIX	Invoice	06/25/2026	810.90	101-4-3120-4219
Total 28850 OMANN BROS INC:					1,440.90	
OXFORD STREET MERCHANTS						
603						
7570670	1	WINE	Invoice	07/02/2026	864.00	603-4-9111-4253
603						
7570670	2	FREIGHT	Invoice	07/02/2026	15.93	603-4-9111-4332
603						
764917	1	WINE CREDIT	Invoice	06/04/2026	252.00-	603-4-9111-4253
603						
764917	2	FREIGHT CREDIT	Invoice	06/04/2026	3.48-	603-4-9111-4332
Total 52608 OXFORD STREET MERCHANTS:					624.45	
OXYGEN SERVICE CO, INC						
101						
3656144	1	CYLINDER RENTALS	Invoice	06/30/2026	207.62	101-4-3150-4219
101						
8957463	1	WELDING SUPPLIES	Invoice	07/07/2026	280.03	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					487.65	
PERFECTION PLUS, INC.						
101						
316504	1	MONTHLY CLEANING SVCS - JULY	Invoice	07/01/2026	1,275.00	101-4-5210-4401
101						
316507	1	CLEANING SVCS - TROTT BROOK B	Invoice	07/01/2026	200.00	101-4-5210-4401
211						
316525	1	MONTHLY CONTRACT CLEANING - P	Invoice	07/01/2026	2,565.00	211-4-5600-4405
101						
316527	1	EXTRA CLEANINGS - MAY/JUNE	Invoice	07/01/2026	785.00	101-4-5210-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12651 PERFECTION PLUS, INC.:					4,825.00	
PHILLIPS WINE & SPIRITS CO						
603						
5197915	1	LIQUOR	Invoice	06/30/2026	3,633.53	603-4-9111-4251
603						
5197915	2	FREIGHT	Invoice	06/30/2026	74.34	603-4-9111-4332
603						
5197916	1	WINE	Invoice	06/30/2026	1,266.65	603-4-9111-4253
603						
5197916	2	FREIGHT	Invoice	06/30/2026	69.03	603-4-9111-4332
603						
5197917	1	LIQUOR	Invoice	06/30/2026	304.95	603-4-9151-4251
603						
5197917	2	FREIGHT	Invoice	06/30/2026	9.85	603-4-9151-4332
603						
5197918	1	WINE	Invoice	06/30/2026	381.45	603-4-9151-4253
603						
5197918	2	FREIGHT	Invoice	06/30/2026	16.11	603-4-9151-4332
603						
5197919	1	POP/MISC	Invoice	06/30/2026	134.20	603-4-9151-4255
603						
5197919	2	FREIGHT	Invoice	06/30/2026	3.58	603-4-9151-4332
603						
5202151	1	LIQUOR	Invoice	07/08/2026	5,834.69	603-4-9111-4251
603						
5202151	2	FREIGHT	Invoice	07/08/2026	141.60	603-4-9111-4332
603						
5202152	1	WINE	Invoice	07/08/2026	2,039.50	603-4-9111-4253
603						
5202152	2	FREIGHT	Invoice	07/08/2026	79.65	603-4-9111-4332
603						
5202153	1	POP/MISC	Invoice	07/08/2026	140.40	603-4-9111-4255
603						
5202153	2	FREIGHT	Invoice	07/08/2026	5.81	603-4-9111-4332
603						
5202154	1	LIQUOR	Invoice	07/08/2026	2,471.20	603-4-9151-4251
603						
5202154	2	FREIGHT	Invoice	07/08/2026	62.65	603-4-9151-4332
603						
5202155	1	WINE	Invoice	07/08/2026	1,107.50	603-4-9151-4253
603						
5202155	2	FREIGHT	Invoice	07/08/2026	64.44	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					17,841.13	
PITNEY BOWES BANK INC						
101						
53337234 - 7-6-26	1	POSTAGE REFILL - 53337234	Invoice	07/06/2026	3,000.00	101-4-1210-4322
Total 15124 PITNEY BOWES BANK INC:					3,000.00	
PLAISTED COMPANIES INC						
101						
101634	1	SUPPLIES - SAND	Invoice	06/08/2026	163.95	101-4-5110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 29845 PLAISTED COMPANIES INC:					163.95	
POLYDYNE INC.						
602						
2042541	1	CHEMICALS - AQUASORB	Invoice	06/30/2026	4,303.20	602-4-9020-4219
Total 14886 POLYDYNE INC.:					4,303.20	
PRECISE MRM LLC						
101						
IN200-2013951	1	DATA PLAN 2 WAY RADIOS	Invoice	06/30/2026	437.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					437.00	
RACHAEL KROOG						
101						
1 - 7/23/26	1	ENTERTAINMENT IN THE PARK 07/23	Invoice	05/14/2026	500.00	101-4-5220-4409
Total 23300 RACHAEL KROOG:					500.00	
RINK-TEC INTERNATIONAL INC						
221						
6642	1	SEMI-ANNUAL MAINTENANCE AGRE	Invoice	07/09/2026	4,498.42	221-4-5400-4401
Total 14686 RINK-TEC INTERNATIONAL INC:					4,498.42	
SCHINDLER ELEVATOR CORP						
101						
4607530091	1	3RD QTR SERVICE - CITY HALL	Invoice	07/01/2026	665.13	101-4-1600-4401
101						
4607530092	1	3RD QTR SERVICE - PUBLIC SAFETY	Invoice	07/01/2026	1,330.22	101-4-2190-4401
603						
4607530305	1	3RD QTR SERVICE-NB	Invoice	07/01/2026	604.63	603-4-9112-4404
Total 31890 SCHINDLER ELEVATOR CORP:					2,599.98	
SIR LINES-A-LOT, LLC						
101						
MISCSale2025-006	1	SUPPLIES - GLASS BEADS	Invoice	07/09/2026	1,650.00	101-4-3120-4219
Total 15078 SIR LINES-A-LOT, LLC:					1,650.00	
SKYEBROWSE INC						
101						
T8MRMJLZ-0001	1	DRONE SOFTWARE PREMIUM	Invoice	07/08/2026	99.00	101-4-2120-4433
Total 52671 SKYEBROWSE INC:					99.00	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2776495	1	FREIGHT	Invoice	07/02/2026	1.28	603-4-9151-4332
603						
2779048	1	LIQUOR	Invoice	07/09/2026	319.50	603-4-9151-4251
603						
2779048	2	FREIGHT	Invoice	07/09/2026	7.68	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2779049	1	WINE	Invoice	07/09/2026	331.20	603-4-9151-4253
603						
2779049	2	FREIGHT	Invoice	07/09/2026	7.68	603-4-9151-4332
603						
5141437	1	WINE	Invoice	07/02/2026	627.80	603-4-9151-4253
603						
5141437	2	FREIGHT	Invoice	07/02/2026	9.60	603-4-9151-4332
603						
5141438	1	LIQUOR	Invoice	07/02/2026	2,142.77	603-4-9151-4251
603						
5141438	2	FREIGHT	Invoice	07/02/2026	23.89	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					3,471.40	
603						
2776494	1	WINE	Invoice	07/02/2026	852.88	603-4-9111-4253
603						
2776494	2	FREIGHT	Invoice	07/02/2026	20.00	603-4-9111-4332
603						
2779046	1	LIQUOR	Invoice	07/09/2026	10,314.43	603-4-9111-4251
603						
2779046	2	FREIGHT	Invoice	07/09/2026	114.58	603-4-9111-4332
603						
2779047	1	WINE	Invoice	07/09/2026	2,382.68	603-4-9111-4253
603						
2779047	2	FREIGHT	Invoice	07/09/2026	35.00	603-4-9111-4332
603						
5141431	1	WINE	Invoice	06/30/2026	639.85	603-4-9111-4253
603						
5141431	2	FREIGHT	Invoice	06/30/2026	7.50	603-4-9111-4332
603						
5141432	1	LIQUOR	Invoice	06/30/2026	2,833.87	603-4-9111-4251
603						
5141432	2	FREIGHT	Invoice	06/30/2026	30.84	603-4-9111-4332
603						
5141433	1	LIQUOR	Invoice	06/30/2026	2,798.75	603-4-9111-4251
603						
5141433	2	FREIGHT	Invoice	06/30/2026	36.25	603-4-9111-4332
603						
5141434	1	WINE	Invoice	06/30/2026	304.00	603-4-9111-4253
603						
5141434	2	FREIGHT	Invoice	06/30/2026	6.25	603-4-9111-4332
603						
5141435	1	LIQUOR	Invoice	06/30/2026	675.00	603-4-9111-4251
603						
5141435	2	FREIGHT	Invoice	06/30/2026	1.25	603-4-9111-4332
603						
5141436	1	LIQUOR	Invoice	06/30/2026	1,349.85	603-4-9111-4251
603						
5141436	2	FREIGHT	Invoice	06/30/2026	6.25	603-4-9111-4332
603						
9041 U LKB	1	LIQUOR CREDIT	Invoice	07/01/2026	171.26-	603-4-9111-4251
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					22,237.97	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
STAPLES BUSINESS ADVANTAGE						
101						
7010436680	1	SUPPLIES & STOOL	Invoice	06/30/2026	221.43	101-4-1120-4201
101						
7010436680	2	SUPPLIES	Invoice	06/30/2026	5.77	101-4-1210-4201
101						
7010436680	3	SUPPLIES	Invoice	06/30/2026	2.88	101-4-1220-4201
101						
7010436680	4	SUPPLIES	Invoice	06/30/2026	2.88	101-4-1310-4201
101						
7010436680	5	SUPPLIES	Invoice	06/30/2026	4.32	101-4-1510-4201
101						
7010436680	6	SUPPLIES	Invoice	06/30/2026	.58	101-4-2440-4219
101						
7010436680	7	SUPPLIES	Invoice	06/30/2026	1.44	101-4-3300-4201
101						
7010436680	8	SUPPLIES	Invoice	06/30/2026	2.88	101-4-5210-4219
101						
7010436680	9	SUPPLIES-EDA	Invoice	06/30/2026	2.31	101-4-6210-4440
101						
7010436680	10	SUPPLIES	Invoice	06/30/2026	4.32	101-4-2410-4201
Total 33059 STAPLES BUSINESS ADVANTAGE:					248.81	
STATE INDUSTRIAL PRODUCTS						
602						
904256732	1	SUPPLIES	Invoice	06/25/2026	374.00	602-4-9020-4219
Total 52591 STATE INDUSTRIAL PRODUCTS:					374.00	
STEP SAVER INC						
101						
197038	1	BULK SALT -- POLICE DEPARTMENT	Invoice	07/01/2026	94.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					94.50	
STEPHEN POREDA						
101						
4557 - 7/25/26	1	ELK RIVERFEST ENTERTAINMENT	Invoice	07/25/2026	650.00	101-4-1110-4409
Total 15030 STEPHEN POREDA:					650.00	
STREICHER'S						
101						
11835572	1	NEW PATROL BALLISTIC VEST - WIN	Invoice	07/02/2026	1,975.00	101-4-2120-4217
101						
11835724	1	NEW OFFICER INITIAL ISSUE - ADAM	Invoice	07/02/2026	27.98	101-4-2120-4217
Total 33300 STREICHER'S:					2,002.98	
SUMMER LAKES BEVERAGE LLC						
603						
13117	1	POP/MISC	Invoice	07/06/2026	241.50	603-4-9151-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					241.50	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
TOWMASTER						
101						
90008585	1	PARTS	Invoice	07/06/2026	57.89	101-4-3120-4221
Total 10237 TOWMASTER:					57.89	
TOWN SQUARE PUBLICATIONS LLC						
603						
382828	1	CHAMBER AD	Invoice	06/30/2026	395.00	603-4-9112-4349
603						
382828	2	CHAMBER AD	Invoice	06/30/2026	395.00	603-4-9152-4349
Total 52670 TOWN SQUARE PUBLICATIONS LLC:					790.00	
TRANE US INC						
101						
22019349	1	SUPPLIES - MOTOR/FAN	Invoice	06/29/2026	1,590.91	101-4-3120-4219
Total 52659 TRANE US INC:					1,590.91	
TRANSUNION RISK & ALTERNATIVE						
101						
556261-202606-1	1	ONLINE INVESTIGATIVE SVCS	Invoice	07/01/2026	110.00	101-4-2130-4433
Total 12665 TRANSUNION RISK & ALTERNATIVE:					110.00	
TROJAN TECHNOLOGIES CORP						
602						
200/50016486	1	BALLASTS	Invoice	07/06/2026	4,268.12	602-4-9020-4219
Total 52374 TROJAN TECHNOLOGIES CORP:					4,268.12	
UNITED PARCEL SERVICE						
101						
6A85E7276	1	DELIVERY CHGS - POLICE	Invoice	07/04/2026	24.27	101-4-2110-4322
Total 35313 UNITED PARCEL SERVICE:					24.27	
US BANK						
101						
62526 CC PMT	1	WALMART - SUPPLIES	Invoice	06/25/2026	70.93	101-4-5510-4219
101						
62526 CC PMT	2	FOX CHAPEL PUBLISHING - WOODC	Invoice	06/25/2026	24.99	101-4-5510-4433
101						
62526 CC PMT	3	WALGREENS - SUPPLIES	Invoice	06/25/2026	75.05	101-4-5510-4219
101						
62526 CC PMT	4	SMARTLINK - WOODLANDS/ORONO/	Invoice	06/25/2026	75.00	101-4-5110-4404
101						
62526 CC PMT	5	TRACTOR SUPPLY - SUPPLIES	Invoice	06/25/2026	84.97	101-4-5110-4219
101						
62526 CC PMT	6	GOOGLE - GOOGLE WORKSPACE	Invoice	06/25/2026	62.00	101-4-1350-4404
101						
62526 CC PMT	7	FLOWROUTE - TELEPHONE REFUN	Invoice	06/25/2026	410.10-	101-4-1600-4321
221						
62526 CC PMT	8	LUCKY DOG - SUPPLIES/WALL ANCH	Invoice	06/25/2026	55.60	221-4-5400-4219
221						
62526 CC PMT	9	LEARN TO SKATE - SUPPLIES	Invoice	06/25/2026	599.50	221-4-5420-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
62526 CC PMT	10	7SHIFTS - SUPPLIES	Invoice	06/25/2026	97.98	221-4-5400-4219
221						
62526 CC PMT	11	WALMART - CATERING/CONCESSIO	Invoice	06/25/2026	49.61	221-4-5430-4259
221						
62526 CC PMT	12	SPARX HOCKEY - SHARPENING SUP	Invoice	06/25/2026	128.97	221-4-5400-4219
101						
62526 CC PMT	13	UOFL SPI - TRAINING	Invoice	06/25/2026	1,000.00	101-4-2130-4331
101						
62526 CC PMT	14	EVIDENT - EVIDENCE SUPPLIES	Invoice	06/25/2026	220.54	101-4-2130-4219
101						
62526 CC PMT	15	DULUTH HOLIDAY INN - CONF LODG	Invoice	06/25/2026	926.46	101-4-2130-4331
101						
62526 CC PMT	16	MN GOVT PUBLICATIONS - DATA PR	Invoice	06/25/2026	182.03	101-4-2150-4219
101						
62526 CC PMT	17	DPS FIREFIGHTER LICENSING	Invoice	06/25/2026	675.00	101-4-2320-4331
101						
62526 CC PMT	18	JIMMY JOHN'S - SGT INTERVIEW SU	Invoice	06/25/2026	147.25	101-4-2110-4219
101						
62526 CC PMT	19	MN POST BOARD - LICENSE	Invoice	06/25/2026	91.94	101-4-2110-4433
290						
62526 CC PMT	20	WALMART - SUPPLIES/COPS & BOB	Invoice	06/25/2026	118.53	290-4-2110-4219
101						
62526 CC PMT	21	NAPC FORUM - HPC CONF/GRIFFITH	Invoice	06/25/2026	1,350.00	101-4-1110-4331
101						
62526 CC PMT	22	SHERBURNE HISTORY CENTER - M	Invoice	06/25/2026	500.00	101-4-1110-4433
101						
62526 CC PMT	23	MAGC - MEMBERSHIP	Invoice	06/25/2026	421.50	101-4-1120-4433
101						
62526 CC PMT	24	MCFOA - MEMBERSHIP RENEWAL	Invoice	06/25/2026	50.00	101-4-1210-4433
101						
62526 CC PMT	25	PANERA - FIRE CHIEF INTERVIEW S	Invoice	06/25/2026	310.71	101-4-1210-4201
101						
62526 CC PMT	26	JIMMY JOHN'S - SUMMER STAFF TR	Invoice	06/25/2026	96.10	101-4-5210-4331
101						
62526 CC PMT	27	BITLY - SUBSCRIPTION	Invoice	06/25/2026	348.00	101-4-1120-4319
101						
62526 CC PMT	28	ASANA - SUBSCRIPTION	Invoice	06/25/2026	67.45	101-4-1120-4319
101						
62526 CC PMT	29	FACEBOOK - ADS	Invoice	06/25/2026	17.98	101-4-5210-4349
101						
62526 CC PMT	30	FACEBOOK - ADS	Invoice	06/25/2026	2.38	101-4-2310-4359
603						
62526 CC PMT	31	FACEBOOK - ADS	Invoice	06/25/2026	8.07	603-4-9112-4349
603						
62526 CC PMT	32	FACEBOOK - ADS	Invoice	06/25/2026	8.07	603-4-9152-4349
101						
62526 CC PMT	33	MAGC - AWARDS CEREMONY/LUNC	Invoice	06/25/2026	197.90	101-4-1120-4331
602						
62526 CC PMT	34	RELIABLE LOCKSMITH - REKEY LOC	Invoice	06/25/2026	654.00	602-4-9050-4404
602						
62526 CC PMT	35	EBAY - SUPPLIES	Invoice	06/25/2026	927.00	602-4-9020-4219
101						
62526 CC PMT	36	MNGFOA - MEMBERSHIP/PUDAS	Invoice	06/25/2026	80.00	101-4-1310-4433
101						
62526 CC PMT	37	MNGFOA - CONF REGISTRATION-KN	Invoice	06/25/2026	600.00	101-4-1310-4331

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
62526 CC PMT	38	CRAGUNS - MNGFOA CONF LODGIN	Invoice	06/25/2026	277.02	101-4-1310-4331
101						
62526 CC PMT	39	HORNET OUTDOORS - PARTS	Invoice	06/25/2026	60.97	101-4-2120-4221
101						
62526 CC PMT	40	MIDLAND - PARTS #732	Invoice	06/25/2026	279.92	101-4-5110-4221
101						
62526 CC PMT	41	HAYES POWERSPORTS - PARTS #73	Invoice	06/25/2026	92.48	101-4-5110-4221
101						
62526 CC PMT	42	HOME DEPOT - SUPPLIES-POST HO	Invoice	06/25/2026	227.83	101-4-3120-4219
101						
62526 CC PMT	43	MARATHON - NON-OXY FUEL	Invoice	06/25/2026	44.61	101-4-3120-4212
101						
62526 CC PMT 2	1	WALMART - WHOLE HEALTH REWAR	Invoice	06/25/2026	174.94	101-4-1220-4201
291						
62526 CC PMT 2	2	WALMART - WHOLE HEALTH REWAR	Invoice	06/25/2026	110.00	291-4-2340-4219
101						
62526 CC PMT 2	3	MN CRIME PREVENTION ASSOC - C	Invoice	06/25/2026	375.00	101-4-2120-4331
101						
62526 CC PMT 2	4	BREEZY POINT - CONF LODGING/GA	Invoice	06/25/2026	181.46	101-4-2120-4331
101						
62526 CC PMT 2	5	BCA - TRAINING/BEBEAU	Invoice	06/25/2026	75.00	101-4-2120-4331
Total 35099 US BANK:					11,814.64	
US FOODS, INC						
221						
3162170	1	CATERING/CONCESSIONS FOOD &	Invoice	07/10/2026	861.28	221-4-5430-4259
221						
5804273	1	SUPPLIES - PAPER BAGS	Invoice	07/01/2026	36.19	221-4-5430-4219
221						
5804273	2	CATERING/CONCESSIONS FOOD	Invoice	07/01/2026	605.95	221-4-5430-4259
221						
5837774	1	CATERING/CONCESSIONS FOOD	Invoice	07/02/2026	33.17	221-4-5430-4259
221						
5934564	1	JUNE 2026 ESPRESSO MACHINE RE	Invoice	07/02/2026	300.00	221-4-5430-4219
Total 52522 US FOODS, INC:					1,836.59	
UTILITY CONSULTANTS, INC						
602						
128458	1	SAMPLE TESTING	Invoice	07/01/2026	1,919.13	602-4-9020-4319
Total 35571 UTILITY CONSULTANTS, INC:					1,919.13	
VESTIS GROUP INC						
221						
2501029667	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	07/08/2026	30.44	221-4-5430-4219
221						
2501029668	1	LOBBY RUGS	Invoice	07/08/2026	21.56	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					52.00	
VIKING COCA-COLA CO						
603						
3961298	1	POP/MISC	Invoice	07/03/2026	659.00	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3961350	1	POP/MISC	Invoice	07/10/2026	234.40	603-4-9151-4255
Total 35725 VIKING COCA-COLA CO:					893.40	
VINOCOPIA						
603						
397398-IN	1	LIQUOR	Invoice	07/02/2026	292.25	603-4-9111-4251
603						
397398-IN	2	WINE	Invoice	07/02/2026	120.00	603-4-9111-4253
603						
397398-IN	3	FREIGHT	Invoice	07/02/2026	5.00	603-4-9111-4332
Total 35763 VINOCOPIA:					417.25	
WASTE MANAGEMENT CORP SVCS						
602						
277546-0500-7	1	WASTE DISPOSAL	Invoice	07/01/2026	4,293.16	602-4-9020-4409
602						
278624-0500-1	1	WASTE DISPOSAL	Invoice	07/01/2026	513.87	602-4-9020-4409
605						
50716-1706-1	1	GARBAGE TIPPING FEES 6-16-6/30/2	Invoice	07/01/2026	27,911.23	605-4-9210-4384
602						
50737-1706-7	1	BIO SOLIDS HAULING-6/16-6/30/26	Invoice	07/01/2026	12,454.20	602-4-9020-4409
Total 36033 WASTE MANAGEMENT CORP SVCS:					45,172.46	
WINDSTREAM						
101						
7-06-26	1	PHONE LINE CHGS-FIRE	Invoice	07/06/2026	148.55	101-4-2310-4321
101						
7-06-26	2	PHONE LINE CHGS-FIRE INSP	Invoice	07/06/2026	51.88	101-4-2320-4321
Total 11102 WINDSTREAM:					200.43	
YALE MECHANICAL LLC						
101						
284639	1	HVAC MAINT	Invoice	06/30/2026	4,187.00	101-4-3120-4401
101						
284676	1	HVAC MAINT	Invoice	06/30/2026	2,024.50	101-4-1600-4401
Total 36620 YALE MECHANICAL LLC:					6,211.50	
ZIEGLER INC						
602						
SI000819740	1	ROLLING HILLS GENERATOR REPAI	Invoice	06/16/2026	774.87	602-4-9050-4404
Total 36900 ZIEGLER INC:					774.87	
Total :					1,288,234.40	
Grand Totals:					1,288,234.40	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-3-0000-3233	5,192.78	.00	5,192.78
101-3-0000-3610	12,996.17	.00	12,996.17
101-4-1110-4331	1,350.00	.00	1,350.00
101-4-1110-4361	14,813.00	.00	14,813.00
101-4-1110-4409	11,207.43	.00	11,207.43
101-4-1110-4433	500.00	.00	500.00
101-4-1120-4201	221.43	.00	221.43
101-4-1120-4319	25,967.79	.00	25,967.79
101-4-1120-4331	197.90	.00	197.90
101-4-1120-4433	421.50	.00	421.50
101-4-1210-4201	485.33	.00	485.33
101-4-1210-4322	3,000.00	.00	3,000.00
101-4-1210-4361	31.00	.00	31.00
101-4-1210-4433	50.00	.00	50.00
101-4-1220-4201	177.82	.00	177.82
101-4-1220-4319	794.88	.00	794.88
101-4-1230-4219	73.12	.00	73.12
101-4-1230-4359	52.00	.00	52.00
101-4-1310-4201	2.88	.00	2.88
101-4-1310-4331	877.02	.00	877.02
101-4-1310-4433	80.00	.00	80.00
101-4-1350-4321	217.43	.00	217.43
101-4-1350-4331	41.00	.00	41.00
101-4-1350-4404	3,297.60	.00	3,297.60
101-4-1510-4201	4.32	.00	4.32
101-4-1510-4321	180.00	.00	180.00
101-4-1510-4361	31.00	.00	31.00
101-4-1600-4321	700.56	410.10-	290.46
101-4-1600-4361	2,844.00	.00	2,844.00
101-4-1600-4389	88.70	.00	88.70
101-4-1600-4401	4,397.63	.00	4,397.63
101-4-2110-4219	147.25	.00	147.25
101-4-2110-4319	5,675.00	.00	5,675.00
101-4-2110-4321	118.75	.00	118.75
101-4-2110-4322	24.27	.00	24.27
101-4-2110-4361	17,424.00	.00	17,424.00
101-4-2110-4433	91.94	.00	91.94
101-4-2120-4217	2,002.98	.00	2,002.98
101-4-2120-4219	40.42	.00	40.42
101-4-2120-4221	60.97	.00	60.97
101-4-2120-4331	2,221.46	.00	2,221.46
101-4-2120-4404	4,468.04	.00	4,468.04
101-4-2120-4433	99.00	.00	99.00
101-4-2130-4219	220.54	.00	220.54
101-4-2130-4331	2,366.46	.00	2,366.46
101-4-2130-4433	643.34	.00	643.34
101-4-2150-4219	381.25	.00	381.25
101-4-2190-4219	601.13	45.45-	555.68
101-4-2190-4361	5,358.00	.00	5,358.00
101-4-2190-4389	203.43	.00	203.43
101-4-2190-4401	1,330.22	.00	1,330.22
101-4-2310-4321	556.61	.00	556.61
101-4-2310-4359	2.38	.00	2.38
101-4-2310-4361	4,599.00	.00	4,599.00
101-4-2310-4389	531.58	.00	531.58
101-4-2310-4401	383.00	.00	383.00
101-4-2320-4219	673.19	.00	673.19
101-4-2320-4221	1,018.72	378.36-	640.36

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2320-4321	51.88	.00	51.88
101-4-2320-4331	881.00	.00	881.00
101-4-2330-4389	183.97	.00	183.97
101-4-2410-4201	4.32	.00	4.32
101-4-2410-4361	117.00	.00	117.00
101-4-2410-4433	170.00	.00	170.00
101-4-2420-4361	41.00	.00	41.00
101-4-2440-4219	.58	.00	.58
101-4-3120-4212	14,424.49	.00	14,424.49
101-4-3120-4219	6,351.95	.00	6,351.95
101-4-3120-4221	119.47	.00	119.47
101-4-3120-4226	12.10	.00	12.10
101-4-3120-4321	115.14	.00	115.14
101-4-3120-4361	6,655.00	.00	6,655.00
101-4-3120-4389	315.10	.00	315.10
101-4-3120-4401	7,886.00	.00	7,886.00
101-4-3130-4219	437.00	.00	437.00
101-4-3150-4219	487.65	.00	487.65
101-4-3150-4221	171.81	.00	171.81
101-4-3300-4201	1.44	.00	1.44
101-4-3300-4361	41.00	.00	41.00
101-4-5110-4219	4,527.12	.00	4,527.12
101-4-5110-4221	1,144.40	.00	1,144.40
101-4-5110-4361	8,647.00	.00	8,647.00
101-4-5110-4389	7,999.16	.00	7,999.16
101-4-5110-4404	331.50	.00	331.50
101-4-5210-4219	2.88	.00	2.88
101-4-5210-4331	96.10	.00	96.10
101-4-5210-4349	17.98	.00	17.98
101-4-5210-4361	1,263.00	.00	1,263.00
101-4-5210-4401	2,260.00	.00	2,260.00
101-4-5210-4404	871.70	.00	871.70
101-4-5220-4219	46.97	.00	46.97
101-4-5220-4409	6,873.50	.00	6,873.50
101-4-5230-4409	175.00	.00	175.00
101-4-5510-4219	258.34	65.98-	192.36
101-4-5510-4401	170.00	.00	170.00
101-4-5510-4409	250.00	.00	250.00
101-4-5510-4433	24.99	.00	24.99
101-4-6210-4361	29.00	.00	29.00
101-4-6210-4440	2.31	.00	2.31
211-4-5600-4219	737.49	.00	737.49
211-4-5600-4361	1,791.00	.00	1,791.00
211-4-5600-4389	61.76	.00	61.76
211-4-5600-4405	2,565.00	.00	2,565.00
211-4-5600-4409	130.00	.00	130.00
221-4-5400-4219	1,660.96	.00	1,660.96
221-4-5400-4321	497.89	.00	497.89
221-4-5400-4359	67.40	.00	67.40
221-4-5400-4361	8,627.00	.00	8,627.00
221-4-5400-4401	5,278.42	.00	5,278.42
221-4-5400-4409	4,968.92	.00	4,968.92
221-4-5420-4219	599.50	.00	599.50
221-4-5430-4219	366.63	.00	366.63
221-4-5430-4259	1,550.01	.00	1,550.01

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
221-4-5430-4361	1,500.70	.00	1,500.70
228-4-7000-4319	210.00	.00	210.00
245-4-6210-4319	755.40	.00	755.40
290-4-1210-4409	1,257.52	.00	1,257.52
290-4-2110-4219	118.53	.00	118.53
291-4-2340-4219	110.00	.00	110.00
291-4-7000-4361	5,898.00	.00	5,898.00
294-4-2230-4219	100.00	.00	100.00
301-4-7000-4611	83,236.25	.00	83,236.25
302-4-7000-4611	44,677.50	.00	44,677.50
333-4-7000-4611	30,847.50	.00	30,847.50
401-4-3120-4389	1,708.14	.00	1,708.14
401-4-8080-4530	334,766.24	.00	334,766.24
462-4-7000-4319	181.04	.00	181.04
464-4-7000-4319	181.04	.00	181.04
465-4-7000-4319	181.04	.00	181.04
466-4-7000-4319	181.04	.00	181.04
467-4-7000-4319	181.05	.00	181.05
469-4-7000-4319	181.04	.00	181.04
602-4-9010-4319	606.36	.00	606.36
602-4-9010-4611	34,492.50	.00	34,492.50
602-4-9020-4219	14,648.19	.00	14,648.19
602-4-9020-4319	1,919.13	.00	1,919.13
602-4-9020-4361	9,670.00	.00	9,670.00
602-4-9020-4404	1,399.10	.00	1,399.10
602-4-9020-4409	17,261.23	.00	17,261.23
602-4-9020-4417	498.67	.00	498.67
602-4-9050-4389	1,743.49	.00	1,743.49
602-4-9050-4404	1,428.87	.00	1,428.87
603-4-9111-4251	67,315.54	211.28-	67,104.26
603-4-9111-4252	76,014.63	75.69-	75,938.94
603-4-9111-4253	13,649.38	324.00-	13,325.38
603-4-9111-4255	10,376.90	148.69-	10,228.21
603-4-9111-4256	3,361.90	.00	3,361.90
603-4-9111-4332	1,360.64	6.29-	1,354.35
603-4-9112-4219	238.51	.00	238.51
603-4-9112-4319	85,125.87	.00	85,125.87
603-4-9112-4321	48.70	.00	48.70
603-4-9112-4349	403.07	.00	403.07
603-4-9112-4361	9,936.20	.00	9,936.20
603-4-9112-4404	681.78	.00	681.78
603-4-9151-4251	17,645.53	290.82-	17,354.71
603-4-9151-4252	66,047.33	313.28-	65,734.05
603-4-9151-4253	2,665.03	.00	2,665.03
603-4-9151-4255	2,952.98	40.00-	2,912.98
603-4-9151-4256	1,585.25	.00	1,585.25
603-4-9151-4332	286.39	6.82-	279.57
603-4-9152-4219	741.07	.00	741.07
603-4-9152-4349	403.07	.00	403.07
603-4-9152-4361	5,355.10	.00	5,355.10
603-4-9152-4404	163.21	.00	163.21
604-4-9410-4319	41,927.67	.00	41,927.67
605-4-9210-4319	2,666.87	.00	2,666.87
605-4-9210-4384	27,911.23	.00	27,911.23
607-4-9310-4319	877.98	.00	877.98

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
821-2200	16,971.71	.00	16,971.71
Grand Totals:	1,290,551.16	2,316.76-	1,288,234.40

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	1,290,551.16	2,316.76-	1,288,234.40
Grand Totals:	1,290,551.16	2,316.76-	1,288,234.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
132746										
07/26	07/10/2026	132746	11710	BECKER POLICE DEPT	7-2026 TZD	101-4-2120-4440	.00	2,081.50	2,081.50	1
Total 132746:							.00	2,081.50		
132747										
07/26	07/10/2026	132747	12175	BIG LAKE POLICE DEPT	7-2026 TZD	101-4-2120-4440	.00	6,623.06	6,623.06	1
Total 132747:							.00	6,623.06		
132748										
07/26	07/10/2026	132748	16347	DIAMOND MOWERS, LLC	307549	101-4-3120-4221	.00	833.36	833.36	1
Total 132748:							.00	833.36		
132749										
07/26	07/10/2026	132749	34928	TWIN CITY HARDWARE	PSI2403106	101-4-2310-4401	.00	3,679.54	3,679.54	1
Total 132749:							.00	3,679.54		
132750										
07/26	07/10/2026	132750	14662	ARVIG	3097643 - 6-2	602-4-9010-4321	.00	96.82	96.82	1
Total 132750:							.00	96.82		
132751										
07/26	07/10/2026	132751	13845	CENTERPOINT ENERGY	14577-3 MAY	603-4-9152-4389	.00	7,632.09	7,632.09	1
Total 132751:							.00	7,632.09		
132752										
07/26	07/10/2026	132752	15573	CULLIGAN	101X4158590	602-4-9020-4219	.00	43.00	43.00	1
07/26	07/10/2026	132752	15573	CULLIGAN	101X4162080	602-4-9020-4219	.00	21.50	21.50	1
Total 132752:							.00	64.50		
132753										
07/26	07/10/2026	132753	15887	DACOTAH PAPER CO	76432	101-4-2190-4219	.00	70.28	70.28	1
07/26	07/10/2026	132753	15887	DACOTAH PAPER CO	76433	101-4-3120-4219	.00	1,013.68	1,013.68	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 132753:							.00		1,083.96	
132754										
07/26	07/10/2026	132754	15025	J P COOKE CO	933693	101-4-3120-4201	.00	36.05	36.05	1
Total 132754:							.00		36.05	
132755										
07/26	07/10/2026	132755	12332	MARCO TECHNOLOGIES LLC	585282874	603-4-9112-4404	.00	3,708.19	3,708.19	1
Total 132755:							.00		3,708.19	
132756										
07/26	07/10/2026	132756	10424	NUTRIEN AG SOLUTIONS	903581972	101-4-3120-4219	.00	500.00	500.00	1
Total 132756:							.00		500.00	
132757										
07/26	07/10/2026	132757	13789	OCCUPATIONAL HEALTH CENTERS	104430330	101-4-2120-4331	.00	92.00	92.00	1
Total 132757:							.00		92.00	
132758										
07/26	07/10/2026	132758	28650	ODP BUSINESS SOLUTIONS, LLC	474207856001	101-4-2110-4201	.00	91.31	91.31	1
07/26	07/10/2026	132758	28650	ODP BUSINESS SOLUTIONS, LLC	474214134001	101-4-2110-4201	.00	118.75	118.75	1
07/26	07/10/2026	132758	28650	ODP BUSINESS SOLUTIONS, LLC	474214135001	101-4-2110-4201	.00	16.47	16.47	1
Total 132758:							.00		226.53	
132759										
07/26	07/10/2026	132759	32240	SHERBURNE CO SHERIFF'S OFFICE	7-2026 TZD	101-4-2120-4440	.00	7,995.66	7,995.66	1
Total 132759:							.00		7,995.66	
1009961										
07/26	07/13/2026	1009961	13706	AMAZON CAPITAL SERVICES	17QH-1JDT-W	602-4-9050-4219	.00	629.90	629.90	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1009961:							.00		629.90	
1009962										
07/26	07/13/2026	1009962	21048	HAWKINS & BAUMGARTNER, P.A.	7-2-2026	101-4-1400-4304	.00	24,086.02	24,086.02	1
Total 1009962:							.00		24,086.02	
1009963										
07/26	07/13/2026	1009963	52668	JUSTIN DUNFORD	6/24/26 JD	101-4-1210-4331	.00	631.42	631.42	1
Total 1009963:							.00		631.42	
1009964										
07/26	07/13/2026	1009964	24714	MARCO HOLDINGS LLC	INV15103593	101-4-1350-4404	.00	1,824.00	1,824.00	1
07/26	07/13/2026	1009964	24714	MARCO HOLDINGS LLC	INV15213162	101-4-1350-4404	.00	1,824.00	1,824.00	1
07/26	07/13/2026	1009964	24714	MARCO HOLDINGS LLC	INV15444781	101-4-1350-4404	.00	1,824.00	1,824.00	1
Total 1009964:							.00		5,472.00	
1009965										
07/26	07/13/2026	1009965	10407	REPUBLIC SERVICES #899	899-00502911	101-4-2310-4389	.00	4,900.95	4,900.95	1
07/26	07/13/2026	1009965	10407	REPUBLIC SERVICES #899	899-00502947	101-4-5110-4389	.00	247.68	247.68	1
07/26	07/13/2026	1009965	10407	REPUBLIC SERVICES #899	899-00503011	605-4-9210-4409	.00	107,665.24	107,665.24	1
Total 1009965:							.00		112,813.87	
1009966										
07/26	07/13/2026	1009966	14562	SUSAN MONTAGUE	6-30-26 SM	101-4-5510-4409	.00	250.00	250.00	1
Total 1009966:							.00		250.00	
1009967										
07/26	07/13/2026	1009967	52664	TRAFFIC & PARKING CONTROL CO LL	I827527	101-4-2120-4404	.00	14,674.00	14,674.00	1
Total 1009967:							.00		14,674.00	
Grand Totals:							.00		193,210.47	

Summary by General Ledger Account Number

M = Manual Check, V = Void Check



Request for Action

To
City Council

Item Number
4.2

Meeting Date
July 20, 2026

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

Item Description
City and ISD 728 Ice Facility Use Agreement for
ERHS

Reviewed by
Katie Harstad
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the City of Elk River and ISD 728 - Ice Facility Use Agreement for Elk River High School Ice Rates 2026-27.

Background/Discussion

This agreement memorializes the FT Center policies and rate schedules for the 2026-27 high school hockey season. ISD 728 is required to have an approved agreement to levy for payment. There are no unique or special considerations made beyond the City Council-established rate schedule and policies available to all user groups.

Financial Impact

- Practice Ice Rental Estimate = \$71,500
- Game Ice Rental Estimate = \$23,360 to \$29,472 based on game package selected.

Mission/Policy/Goal

Together we win.

Attachments

- I. City of Elk River and ISD 728 - Ice Facility Use Agreement for ERHS Ice Rates 2026-27

The Elk River Vision

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



**Furniture and Things Community Event Center
City of Elk River
Practice Ice Rental Contract for Elk River High School 2026-27**

THIS ICE FACILITY USE AGREEMENT (AGREEMENT) IS MADE AND ENTERED INTO THIS DAY OF ,2026 BETWEEN THE CITY OF ELK RIVER, A MINNESOTA MUNICIPAL CORPORATION, HEREIN AFTER REFERRED TO AS (PROVIDER) AND INDEPENDENT SCHOOL DISTRICT 728, HEREIN AFTER REFERRED TO AS (USER). PROVIDER AND USER AGREE TO THE FOLLOWING USE OF ICE-SKATING FACILITIES WITHIN THE FURNITURE AND THINGS COMMUNITY EVENT CENTER (FT CENTER) LOCATED AT 1000 SCHOOL STREET, ELK RIVER, MN 55330 FOR THE PERIOD OF SEPTEMBER 1, 2026, TO AUGUST 31, 2027.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for the USER. Such schedule may be amended from time to time upon the written agreement of both parties' representatives.
2. 2026-27 SEASON RATES AND HOURS
 - a. RATES: Silver Level Users are organizations/individuals that purchased 200+ total hours in FYE. USER agrees to pay the following rates for FT Center usage:

2026 Silver Level User
2025:
 - \$260/hr. = Prime (September 1 – March 31)
 - \$191/hr. = Non-Prime (April 1 – August 31)
 - \$133/hr. = ISD 728 School Hours2027 Silver Level User
2026:
 - \$270/hr. = Prime (September 1 – March 31)
 - \$209/hr. = Non-Prime (April 1 – August 31)
 - \$138/hr. = ISD 728 School Hours
 - b. ESTIMATED NUMBERS OF PRACTICE HOURS RESERVED:

Date Range	Girls Hours	Boys Hours	Total Hours	Hourly Rate	Estimated Cost
Sept. 1, 2026 – Dec. 31, 2026	60	80	140	\$260	\$36,400
Jan. 1, 2027 – Aug. 31, 2027	60	70	130	\$270	\$35,100
GRAND TOTAL	120	150	270	-	\$71,500

3. SERVICES: Provider agrees to provide a usable ice surface, secure and clean facilities, and parking facilities for all practice sessions.
 - a. USER shall be responsible for the complete repair of any damage to space within the FT Center that is damaged while being utilized by USER.
4. PAYMENTS: PROVIDER shall bill USER on a monthly basis by submitting an itemized list of hourly practice and game ice, to the USER. Upon proper billing and documentation, USER will promptly pay PROVIDER any required deposits and an amount equal to the number of hours of practice ice usage at the rate agreed to.
5. CANCELLATIONS: PROVIDER may cancel this Agreement for any material default by the USER in terms of this Agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents, or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.
6. ASSIGNMENT: if scheduled ice time cannot be used by the USER, they shall promptly notify the PROVIDER in writing within 14 days and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.
7. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility.
8. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER. Any signs so consented to shall conform to and be consistent with the sign usage policy of PROVIDER and be subject to PROVIDER review and approval.
9. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its players, staff, and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents, and invitees.

USER assumes all risks of personal injury arising from its usage of the FTCenter or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse PROVIDER for the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act of omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER's performance under this agreement.

10. **INSURANCE:** Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the FTCenter. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis," the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers' compensation insurance required by law.



THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

Dated: 7/13/26

User: _____
By: [Signature]
Its: Ex. Dir. of Business Services

Dated: _____ PROVIDER: CITY OF ELK RIVER

By: _____

By: _____



**Furniture and Things Community Event Center
City of Elk River
Game Ice Rental Contract for Elk River High School 2026-27**

THIS ICE FACILITY USE AGREEMENT (AGREEMENT) IS MADE AND ENTERED INTO THIS DAY OF ,2026 BETWEEN THE CITY OF ELK RIVER, A MINNESOTA MUNICIPAL CORPORATION, HEREIN AFTER REFERRED TO AS (PROVIDER) AND INDEPENDENT SCHOOL DISTRICT 728 ELK RIVER HIGH SCHOOL, HEREIN AFTER REFERRED TO AS (USER). PROVIDER AND USER AGREE TO THE FOLLOWING USE OF ICE-SKATING FACILITIES WITHIN THE FURNITURE AND THINGS COMMUNITY EVENT CENTER (FT CENTER) LOCATED AT 1000 SCHOOL STREET, ELK RIVER, MN 55330 FOR THE PERIOD OF SEPTEMBER 1, 2026, TO AUGUST 31, 2027.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for the USER. Such schedule may be amended from time to time upon the written agreement of both parties' representatives.
2. 2026-27 SEASON RATES AND HOURS

- a. RATES: Silver Level Users are organizations/individuals that purchased 200+ total hours in FYE. USER agrees to pay the following rates for FT Center usage:

2026 Silver Level User
2025:

- \$335/hr. = Deluxe Game Ice (event production included for Jumbotron, music, scoreboard operation, and announcing)
- \$300/hr. = Premium Game Ice (event production included for Jumbotron and music)
- \$260/hr. = Prime (September 1 – March 31)
- \$191/hr. = Non-Prime (April 1 – August 31)
- \$133/hr. = ISD 728 School Hours

2027 Silver Level User
2026:

- \$339/hr. = Deluxe Game Ice (event production included for Jumbotron, music, scoreboard operation, and announcing)
- \$304./hr. = Premium Game Ice (event production included for Jumbotron and music)
- \$270/hr. = Prime (no event production)
- \$138/hr. = ISD 728 School Hours (6:00 a.m. – 2:00 p.m.)

- b. ESTIMATED NUMBERS OF PRACTICE HOURS RESERVED:

Date Range	Girls Hours	Boys Hours	Total Hours
Sept. 1, 2026 – Dec. 31, 2026	28	8	36
Jan. 1, 2026 – Aug. 31, 2027	12	36	48
GRAND TOTAL	40	44	84

Ice Package	Sept. 1, 2026 – Dec. 31, 2026	Jan. 1, 2027 – Aug. 31, 2027	Total Estimated
Deluxe	40 hours x \$330 = \$13,200	48 hours x \$339 = \$16,272	\$29,472
Premium	36 hours x \$295 = \$10,620	48 hours x \$304 = \$14,592	\$25,212
Prime	40 hours x \$260 = \$10,400	48 hours x \$270 = \$12,960	\$23,360

3. SERVICES: PROVIDER agrees to provide a usable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, FT Center seating for spectators as well as one (1) event operations staff to facilitate ticket sales/redemption and one game operations manager. In addition, PROVIDER shall provide appropriate facility/ice maintenance staff; Zamboni driver(s) and needed cleanup/maintenance staff. The USER shall provide time/score keeper(s), penalty box attendant(s), announcers, and a site manager. All USER staffing of games to be reviewed and approved by the PROVIDER.

- a. USER shall be responsible for the complete repair of any damage to space within the FT Center that is damaged while being utilized by USER.

4. PAYMENTS: PROVIDER shall bill USER on a monthly basis by submitting an itemized list of hourly practice and game ice, to the USER. Upon proper billing and documentation, USER will promptly pay PROVIDER any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to.
5. CANCELLATIONS: PROVIDER may cancel this Agreement for any material default by the USER in terms of this Agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents, or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.
6. ASSIGNMENT: if scheduled ice time cannot be used by the USER, they shall promptly notify the PROVIDER in writing within 14 days and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.
7. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility.

8. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER. Any signs so consented to shall conform to and be consistent with the sign usage policy of PROVIDER and be subject to PROVIDER review and approval.
9. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its players, staff, and spectators, on and off the ice. PROVIDER shall be solely responsible for the action of its employees, agents, and invitees.

USER assumes all risks of personal injury arising from its usage of the FT Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse PROVIDER for the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii)



arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER's performance under this agreement.

10. INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the FT Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis," the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers' compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

Dated: 7/13/26

User:

By: [Signature]

Its: ex. Dir. of Bus. & Service

Dated: _____

PROVIDER: CITY OF ELK RIVER

By: _____

By: _____



Request for Action

To
City Council

Item Number
4.3

Meeting Date
July 20, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 26-49: Plat of Oakwater Ridge Yale
Street, Capstone Homes - PID 75-00959-0111

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Adopt, by motion, Resolution 26-49 approving the plat of Oakwater Ridge Yale Street, with the following conditions:

1. Staff approval of all engineering, grading, utility, site, and landscape plans.
2. Park dedication shall be paid at an adjusted rate of \$1,000 per lot.
3. The Water Availability Charge shall be paid prior to releasing the final plat.
4. 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 monuments in place and marked with lath and a flag.
5. Council approval of an amended Development Contract outlining the responsibilities of the developer and the city.
6. A letter of credit equal to 100% of the cost of the public improvements must be provided prior to releasing the plat for recording.
7. Upon completion of all public improvements and acceptance by the city, a security or warranty in a form acceptable to the public works director must be secured.
8. All wet stormwater basins require a 25-foot easement in accordance with setback and buffer requirements outlined in Sec. 30-1852. The buffer must be marked with approved signs.
9. Setback lines shown on all plans must reflect the 45-foot setback required for all wet ponds.
10. The proposed temporary dead end on Yale Street must include signage stating "Future Through Street" and a temporary cul-de-sac built to the satisfaction of the city engineer.
11. 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. Furthermore, the city reserves the right to halt work authorized for its approval until the site has been properly investigated and the work is authorized.

Background/Discussion

The applicant, Capstone Homes, is seeking approval of a plat to add two additional buildable lots within the Oakwater Ridge development. The additional lots help the developer improve efficiency with utility and other infrastructure improvements. Although the plat is smaller in scope, the developer is still required to meet the

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same requirements as a larger phase of the development, including park dedication and utility fees, and a temporary cul-de-sac to provide access to the two lots being developed.

Staff recommends approval of the two-lot subdivision, subject to the conditions noted in the memo.

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. Final Plat of Oakwater Ridge Yale Street
3. Final Plat Resolution



Project Location Map

Capstone Homes

Plat

Case No: P 26-08



DRAFT

OAKWATER RIDGE YALE STREET

KNOW ALL PERSONS BY THESE PRESENTS: That Oakwater Ridge Development LLC, a Minnesota limited liability company, owner of the following described property;

Outlot K, OAKWATER RIDGE, Sherburne County, Minnesota

Has caused the same to be surveyed and platted as OAKWATER RIDGE YALE STREET and does hereby dedicate to the public for public use forever the public ways as shown on this plat. And also dedicating to the public for public use forever the drainage and utility easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Oakwater Ridge Development LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer to be hereunto affixed this ____ day of _____, 20____.

OAKWATER RIDGE DEVELOPMENT LLC

Stephen A. Bona, Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Stephen A. Bona, Vice President of Oakwater Ridge Development LLC, a Minnesota limited liability company, on behalf of said company.

(Signed)
(Printed)
Notary Public, _____
My commission expires _____

I, Thomas R. Balluff, 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____.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Thomas R. Balluff, a Licensed Land Surveyor, Minnesota License No. 40361.

(Signed)
(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

This plat of OAKWATER RIDGE YALE STREET was approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a regular meeting thereof held the ____ day of _____, 20____.

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

By: _____, Mayor
By: _____, Clerk

COUNTY SURVEYOR

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 AUDITOR/TREASURER

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

COUNTY RECORDER

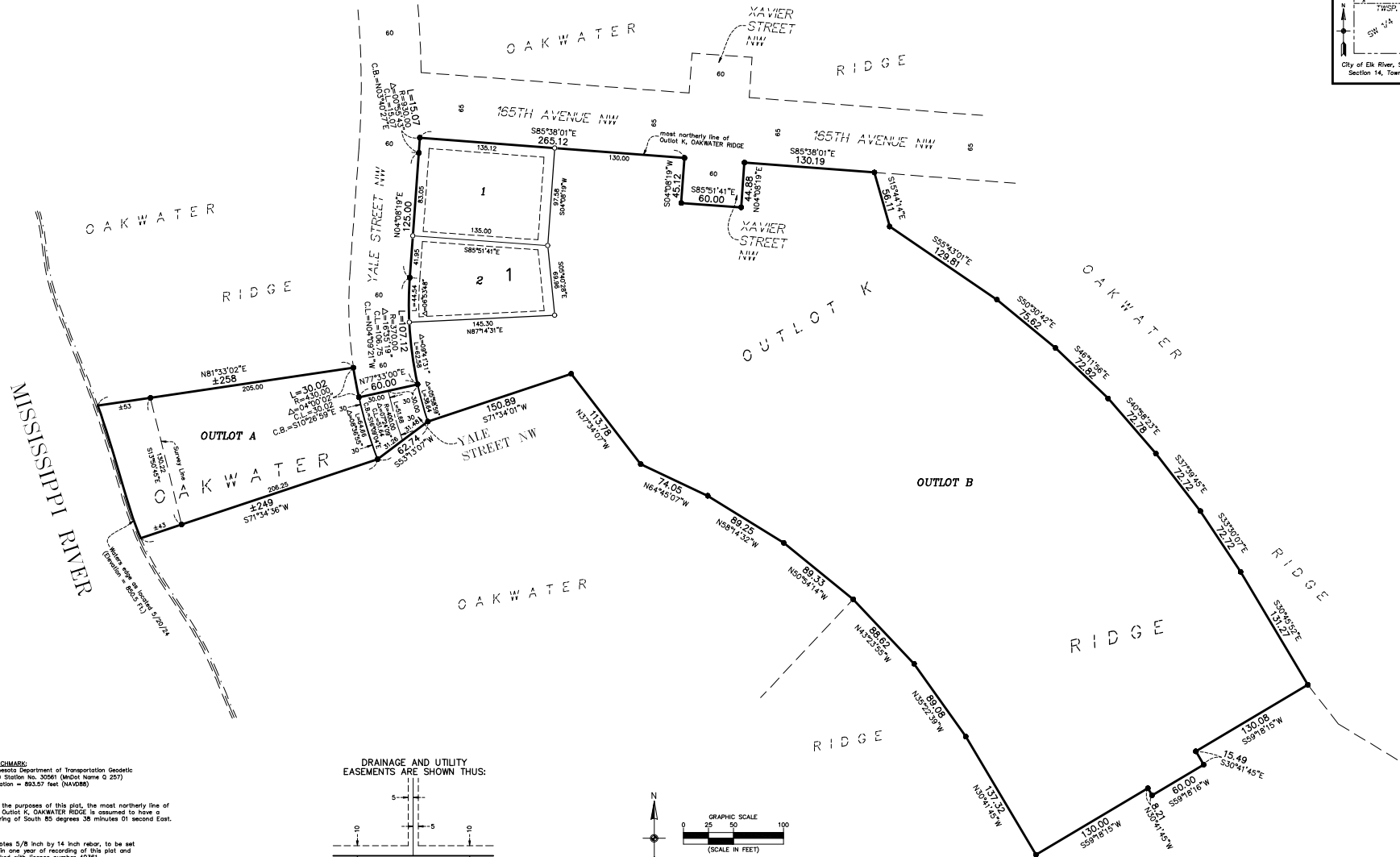
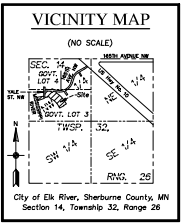
County of Sherburne, State of Minnesota

I hereby certify that this plat of OAKWATER RIDGE YALE STREET was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____M. and was duly recorded as Document Number _____.

Sherburne County Recorder

DRAFT

OAKWATER RIDGE YALE STREET



BENCHMARK:
Minnesota Department of Transportation Geodetic
OSD Station No. 30561 (Model Name Q 257)
Elevation = 881.27 feet (NAVD83)

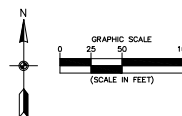
For the purposes of this plot, the most northerly line of the Outlot K, OAKWATER RIDGE is assumed to have a bearing of South 85 degrees 38 minutes 01 second East.

- Denotes 5/8 inch by 14 inch rebar, to be set within one year of recording of this plot and marked with license number 40361
- Denotes Found 5/8 inch by 14 inch rebar, marked with license number 40361

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plot.





**City of Elk River
City Council**

Resolution 26 - 49

**A Resolution of the City of Elk River Granting Final Plat Approval for
Oakwater Ridge Yale Street
Case No. P 26-08**

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 21, 2025; 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

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 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 20th day of July 2026.

John J. Dietz, Mayor

ATTEST:

Justin Dunford, City Clerk



EXHIBIT A
LEGAL DESCRIPTION

Outlot K, Oakwater Ridge, Sherburne County, Minnesota



EXHIBIT B
CONDITIONS OF APPROVAL

1. Staff approval of all engineering, grading, utility, site, and landscape plans.
2. Park dedication shall be paid at an adjusted rate of \$1,000 per lot.
3. The Water Availability Charge shall be paid prior to releasing the final plat.
4. 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 monuments in place and marked with lath and a flag.
5. Council approval of an amended Development Contract outlining the responsibilities of the developer and the city.
6. A letter of credit equal to 100% of the cost of the public improvements must be provided prior to releasing the plat for recording.
7. Upon completion of all public improvements and acceptance by the city, a security or warranty in a form acceptable to the public works director must be secured.
8. All wet stormwater basins require a 25-foot easement in accordance with setback and buffer requirements outlined in Sec. 30-1852. The buffer must be marked with approved signs.
9. Setback lines shown on all plans must reflect the 45-foot setback required for all wet ponds.
10. The proposed temporary dead end on Yale Street must include signage stating, "Future Through Street" and a temporary cul-de-sac built to the satisfaction of the city engineer.
11. 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. Furthermore, the city reserves the right to halt work authorized for its approval until the site has been properly investigated and the work is authorized.





Request for Action

To
City Council

Item Number
4.4

Meeting Date
July 20, 2026

Prepared By
Mark Dickinson, Fire Chief

Item Description
Turnout Gear Dryer Award

Reviewed by
Mark Dickinson
Cal Portner
Justin Dunford

Action Requested

Accept, by motion, a matching 2026-27 Department of Public Safety/State Fire Marshal Grant.

Background/Discussion

The Elk River Fire Department sought and was awarded a grant through the Department of Public Safety/State Fire Marshal.

The grant requires a city match of \$2,800 for the \$8,000 grant for a total expenditure of \$10,800. The Fire Department intends to use the grant to purchase a turnout gear dryer. The existing dryer at Fire Station #1 is at the end of its life cycle and is failing.

Financial Impact

The city match of \$2,800 will come out of the existing budget.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
4.5

Meeting Date
July 20, 2026

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

Item Description
Northbound Liquor Special Inspections and Testing
Services Agreement with Braun Intertec

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the Proposal submitted by Braun Intertec for \$62,171 for the aggregate pier observations, construction materials inspections/testing, building enclosure consulting, and firestopping.

Background/Discussion

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide special inspections and testing services for our new Northbound Liquor Store. Aggregate pier observations, construction materials inspections/testing, building enclosure consulting, etc., are soft costs related to the construction of the new Northbound Liquor Store.

Cost Breakdown per Scope

- Construction Materials Testing = \$42,950
- Building Envelope Consulting = \$13,717
- Firestopping Observations = \$6,050

Financial Impact

Total expense is \$62,171 paid using the Liquor Fund.

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

- I. Northbound Liquor Retail - Proposal

The Elk River Vision

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July 8, 2026

Proposal 10014317_001

Joe Stremcha
City of Elk River
13065 Orono Pkwy NW
Elk River, MN 55330-5600

Re: Proposal for Special Inspection and Testing Services
Northbound Liquor Retail
19420 Evans Street Northwest
Elk River, Minnesota

Dear Mr. Stremcha:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide special inspections and testing services for Northbound Liquor Retail in Elk River, Minnesota.

Our Understanding of the Project

We understand this project will include the construction of a two-story, 15,000 square foot retail building located in Elk River, Minnesota. Construction includes rammed aggregate piers to improve the existing onsite soils, a slab-on-grade foundation supported by spread footings/concrete piers and steel framing. Construction will also include a 500 square-foot-loading dock area attached to the east of the building with a 14-foot cast-in-place cantilevered retaining wall, modular block walls of varying heights, new bituminous and concrete pavement, and below grade utilities.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by LSE Architects, dated May 14, 2026.
- Project Addenda numbered 1 through 3, dated May 22, June 1 and June 4 of 2026, respectively.
- Special Inspection and Testing Schedule prepared by LSE Architects, dated May 18, 2026.
- A geotechnical report and a later retaining wall addendum prepared by Braun Intertec, dated September 15, 2025, and February 11, 2026.



Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.



Scope of Services

Services are performed under the direction of a licensed professional engineer, on a periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.

Deep Foundations Related Services

- Observe installation of the rammed aggregate piers on a continuous basis.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grade, exterior sidewalks, curb and gutter, and pavement.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of post-installed anchors on a periodic basis.

Structural Steel Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, the hold down connections and the placement of shear studs.
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.



Paving Related Services

- Observe test rolls of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Building Enclosure Consulting, Observations and Testing

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building Science Group based in Minneapolis, Minnesota. The Building Science Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Waterproofing Consultant (RWC), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), Fenestration Associate Professional (FAPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

Building Enclosure Consulting – ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3

Proposed scope is based upon ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3 as required by Minnesota Energy Code for continuous air barrier design and installation verification program. A design review, periodic field observations, and related reports of these services are required by the verification program, as outlined in ASHRAE 90.1-2019 Section 5.9.1.2 and below.

Design Document Review

- Perform one review of the CD documents (95% is the ideal benchmark). Review will focus on the exterior envelope, materials and assemblies, transitions between building enclosure assemblies, and fenestration and doors allowable air leakage. This design review shall not be considered a design peer review or regulatory review.
- Provide a report and attend an online meeting following the review. Our report will consist of electronic redline markings in Bluebeam Revu on the drawings and specification documents.



Building Enclosure Observations

- Attend pre-construction meetings (if applicable), perform pre-construction prep work, and review approved submittals.
- Perform periodic observations during installation of building enclosure systems, including waterproofing, below-grade systems, exterior walls, air/weather barriers, fenestrations and doors, roofing, and critical connections, junctions, and envelope transitions.
- Provide a Daily Observation Report to document observations made at the time of each site visit. If discrepancies are observed, they will be discussed with the Contractor prior to departing the site.
- As discrepancies are observed and documented, it is the responsibility of others to make necessary correction(s). At subsequent visits, we will document corrections if not covered or hidden from view. If hidden from view, we will note as such.
- We have included eight site visits for observations. Actual installation phasing and sequencing may modify the number of visits.

Building Enclosure Testing

Air Barrier Testing

- Dry mil thickness testing – We have included cost for 1 test per elevation assuming the fluid-applied membrane air barrier is applied to a concrete surface. Other surface conditions may not be suitable for performing this test.
- Testing will be performed during periodic observation site visits.

Building Enclosure Management and Reporting Services

- Review test results and observation reports, transmit reports to the project team following completion of observation and/or testing activities, and prepare our final report.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

Building Enclosure Observation and Testing Assumptions

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review a minimum of 72 hours prior to our arrival on site.
- 48 hours' notice for scheduling observations for a specific time is required. Shorter than 48 hours' notice may impact our ability to perform the requested services.



- We assume observation and testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required.
- Re-inspection and/or additional testing due to nonconformance will be provided at rates described in this proposal.

Firestopping Observation Services

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17 and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a qualified independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of two years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

Firestop Submittal Review, Project Communication, and Reporting Services

- Provide review of the approved construction documents. This is at minimum,
 - The most current drawing package
 - The firestop specifications section – CSI - 078400
 - The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team through our report distribution process.



- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

Firestopping Special Inspection Assumptions

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.
- We have assumed four trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in August of 2026
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.



- The rammed aggregate piers will be the first phase of construction, and we have assumed that observations will be required on a full-time basis.
- Concrete placements for the structure will be observed throughout the duration by our technician as required by the IBC and project documents.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- We will perform testing of the fireproofing at the IBC required frequencies of one density and bond test for every 2,500 square feet per floor, per member type. Please confirm the quantities we have assumed as limited fireproofing information is available at this time.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for the estimated fees shown in Table 1 below. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

Table 1. Cost Breakdown per Scope

Type of Scope	Estimated Cost
Construction Materials Testing	\$ 42,950
Building Envelope Consulting	\$ 13,717
Firestopping Observations	\$ 6,050
Total Costs	\$ 62,171



This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

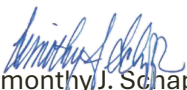
We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ben Everson at 612.597.4803 (beverson@braunintertec.com).

Sincerely,

Braun Intertec Corporation


Benjamin A. Everson
Project Manager


Timothy J. Schappa, PE
Senior Engineer


Daniel E. Martin
Director, Senior Project Manager

Attachments:
Fee Estimate
General Conditions (11/04/2024)

c: Kory Reiners, Terra Construction

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Fee Estimate
10014317_001
Northbound Liquor Retail

Client:

City of Elk River
Joe Stremcha
13065 Orono Pkwy NW
Elk River, MN 55330-5600
763.635.1022

Work Site Address:

19420 Evans St NW
Elk River, Minnesota 55330

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Soil Observations and Testing			\$4,444.00
Soil Observations	8.00	125.00	\$1,000.00
Utilities 2 Trips @ 4 Hr	8.00		
Soil Compaction Testing - Nuclear	20.00	102.00	\$2,040.00
Foundation Backfill 2 Trips @ 4 Hr	8.00		
Slab on Grade 1 Trip @ 4 Hr	4.00		
Utilities 2 Trips @ 4 Hr	8.00		
Soil Sample pick-up	2.00	102.00	\$204.00
Proctor Pick Ups 1 Trip @ 2 Hr	2.00		
Nuclear moisture-density meter charge, per hour	20.00	36.00	\$720.00
Trip Charge	8.00	60.00	\$480.00
Subtask 1.2: Concrete Observations and Testing			\$14,886.00
Concrete Observations	30.00	125.00	\$3,750.00
Post-Installed Anchors 6 Trips @ 3 Hr	18.00		
Footings/Column Pads 4 Trips @ 1 Hr	4.00		
Concrete Piers 3 Trips @ 1 Hr	3.00		
Foundation Walls 3 Trips @ 1 Hr	3.00		
Retaining Wall 2 Trips @ 1 Hr	2.00		
Concrete Testing	68.00	102.00	\$6,936.00
Footings/Column Pads 4 Trips @ 3 Hr	12.00		
Concrete Piers 3 Trips @ 3 Hr	9.00		
Foundation Walls 3 Trips @ 3 Hr	9.00		
Retaining Wall 2 Trips @ 3 Hr	6.00		
Interior Slab on Grade 2 Trips @ 4 Hr	8.00		
Stoops 2 Trips @ 4 Hr	8.00		
Exterior Slabs / Sidewalks / Pavement 3 Trips @ 4 Hr	12.00		
Curb & Gutter 1 Trip @ 4 Hr	4.00		
Concrete Cylinder Pick Up	20.00	102.00	\$2,040.00
Concrete Cylinder Pick Up 10 Trips @ 2 Hr	20.00		
Trip Charge	36.00	60.00	\$2,160.00
Subtask 1.3: Pavement Observations and Testing			\$1,160.00
Proofroll Observations	8.00	130.00	\$1,040.00
Trip Charge	2.00	60.00	\$120.00
Subtask 1.4: Laboratory Services			\$4,716.00
Subtask 1.4.1: Laboratory Soil Testing			\$216.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	1.00	216.00	\$216.00
Subtask 1.4.2: Laboratory Concrete Testing			\$4,500.00
Concrete Compressive Strength Cylinders ASTM C39 each	100.00	45.00	\$4,500.00
Footings/Column Pads 4 Sets @ 5 Qty	20.00		
Concrete Piers 3 Sets @ 5 Qty	15.00		
Foundation Walls 3 Sets @ 5 Qty	15.00		
Retaining Wall 2 Sets @ 5 Qty	10.00		

		Qty/Hours	Rate	Amount
Interior Slab on Grade	2 Sets @ 5 Qty	10.00		
Stoops	2 Sets @ 5 Qty	10.00		
Exterior Slabs / Sidewalks / Pavement	3 Sets @ 5 Qty	15.00		
Curb & Gutter	1 Set @ 5 Qty	5.00		
Subtask 1.5: Aggregate Pier Observations				\$7,040.00
Deep Foundations Observations - Geopier Observations (Reg)		32.00	130.00	\$4,160.00
Agg Pier Observations (Reg)	4 Trips @ 8 Hr	32.00		
Deep Foundations Observations - Geopier Observations (OT)		16.00	160.00	\$2,560.00
Agg Pier Observations (OT)	4 Trips @ 4 Hr	16.00		
Trip Charge - Full Day		4.00	80.00	\$320.00
Subtask 1.6: Structural Steel Observations				\$4,520.00
Special Inspector Steel		32.00	130.00	\$4,160.00
Welding, Framing, Bolting, Metal Deck	6 Trips @ 5 Hr	30.00		
NDE Final Report	1 Ea @ 2 Hr	2.00		
Trip Charge		6.00	60.00	\$360.00
Subtask 1.7: Project Management, Engineering Review, Reporting				\$6,184.00
Senior Engineer		5.00	224.00	\$1,120.00
Project Manager		22.00	198.00	\$4,356.00
Project Assistant		4.00	102.00	\$408.00
Project Control Specialist III		2.00	150.00	\$300.00
Task 1 Total:				\$42,950.00
Task 2: Building Enclosure Consulting, Observations and Testing				
Subtask 2.1: Design Document Review				\$2,120.00
Senior Consultant		10.00	212.00	\$2,120.00
Subtask 2.2: Building Enclosure Observations				\$6,960.00
Building Enclosure Observation		40.00	162.00	\$6,480.00
Observations	8 Ea @ 5 Hr	40.00		
Trip Charge		8.00	60.00	\$480.00
Subtask 2.3: Building Enclosure Testing				\$1,552.00
Air Barrier Quantitative Testing - Dry film thickness		4.00	388.00	\$1,552.00
Subtask 2.4: Building Enclosure Management and Reporting				\$2,539.00
Project Assistant		1.00	102.00	\$102.00
Project Control Specialist III		1.00	150.00	\$150.00
Senior Consultant		8.00	212.00	\$1,696.00
Consultant		3.00	197.00	\$591.00
Task 2 Total:				\$13,171.00
Task 3: Firestopping Special Inspections				
Subtask 3.1: Firestopping Observations				\$3,504.00
Firestopping Observations		24.00	136.00	\$3,264.00
Firestopping Observations	4 Trips @ 6 Hr	24.00		
Trip Charge		4.00	60.00	\$240.00
Subtask 3.2: Firestopping Project Management				\$1,746.00
Project Manager		8.00	198.00	\$1,584.00
Pre Con Meeting / Submittal Review	1 Ea @ 6 Hr	6.00		
Firestopping Manager	4 Ea @ 0.5 Hr	2.00		
Project Assistant		1.00	102.00	\$102.00
Trip Charge		1.00	60.00	\$60.00
Subtask 3.3: Firestopping Final Report				\$800.00
Firestopping Final Report (1-9 Inspection Trips)		1.00	800.00	\$800.00
Task 3 Total:				\$6,050.00

	Qty/Hours	Rate	Amount
Project Total			\$62,171.00

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



Request for Action

To
City Council

Item Number
4.6

Meeting Date
July 20, 2026

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Post Employment Health Care Savings Plan

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, adding the following Post Employment Health Care Savings Plan policy to the Personnel Policy Manual.

Background/Discussion

On June 1, 2026, the City Council approved a Post Employment Health Care Savings Plan (HCSP) policy for City Hall supervisory staff. While writing that policy, our representative from the Minnesota State Retirement System (MSRS) felt the City Hall Supervisors group would be an allowed group under MN Statute 352.98. Upon official review of our policy at MSRS, we were informed that the City Hall Supervisory Staff group doesn't meet the required parameters.

Staff then reached out to all city supervisors, and this collaboration has resulted in the following policy:

Upon retirement, supervisors shall contribute 100% of their Severance Pay, as paid according to policy, to their Post-Employment Health Care Savings Plan (HCSP). Employees of this group whose positions are in pay grades 4E and 5E will also contribute 50% of their Vacation Bank at retirement and 2% of their gross pay each payroll.

An employee may opt out of this program if they qualify for one of the approved exemptions by submitting a waiver request form to MSRS. Upon approval from MSRS to opt out, the election to waive participation in HCSP is irrevocable per plan rules. Should an Employee elect to opt out of HCSP, Severance Pay and Vacation Bank will be paid to them at retirement.

Upon the death of an employee, contributions can no longer be made to the HCSP. Any payments owed but not yet paid into the HCSP will be paid out as regular income in accordance with state and federal law.

Again, we have received confirmation from our representative at MSRS that this is an allowable group and policy. Following approval by Council, an official application will be made to MSRS before contributions can begin.

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Financial Impact

There is no financial impact on the city, and it will save the city Medicare and Social Security matching costs on the funds contributed.

Mission/Policy/Goal

Elk River Mission Statement.

Attachments

None



Request for Action

To
City Council

Item Number
4.7

Meeting Date
July 20, 2026

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Remodel of Front Reception Area of Police Department

Reviewed by
David Kuhnly
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, improvements to the front desk/reception area of the police department.

Background/Discussion

On July 6, 2026, the Council was presented with a proposal to update the police department's reception/front desk area.

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 be funded by the Building Reserve Fund. This fund is dedicated to 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

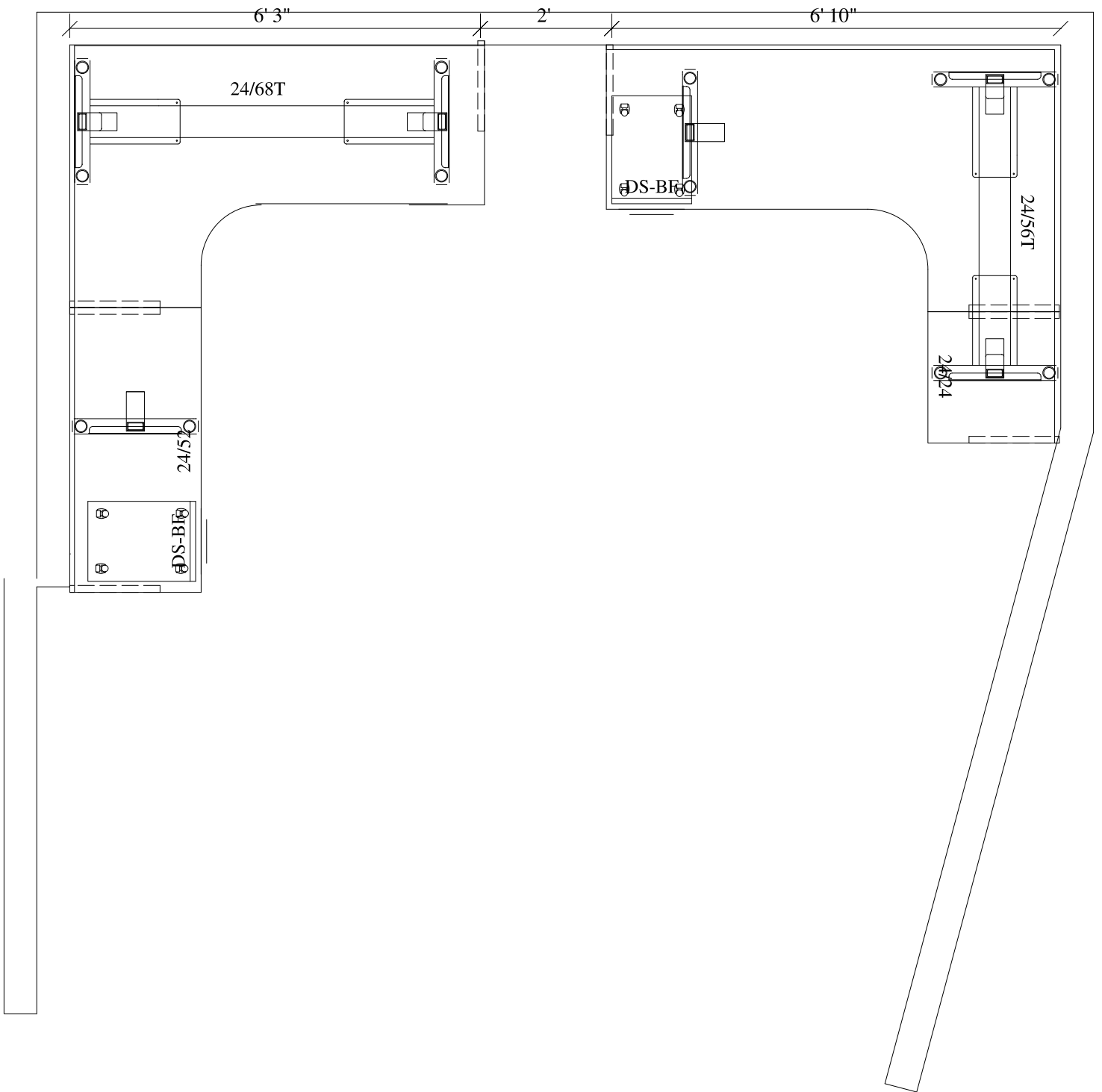
City Mission Statement

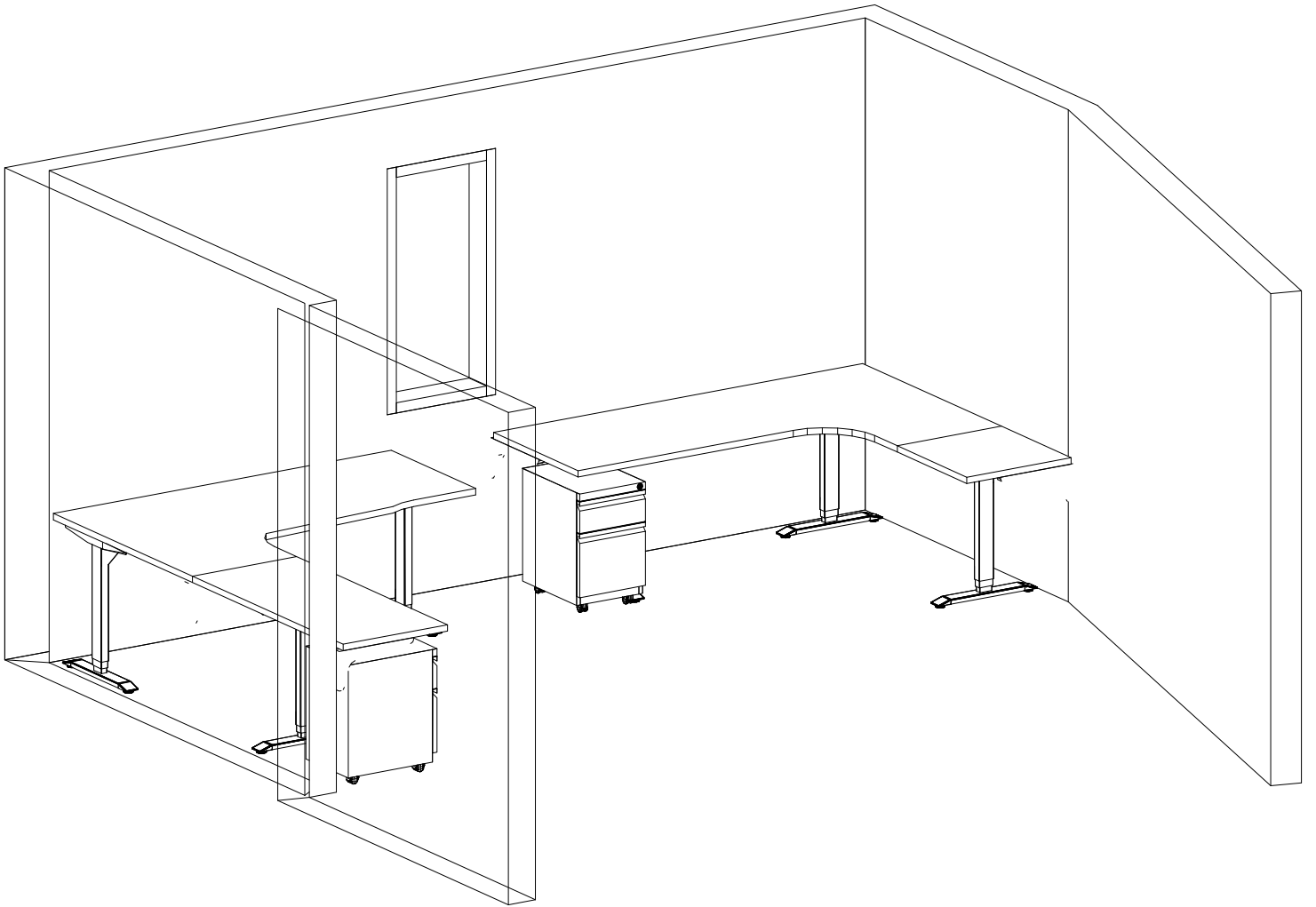
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Attachments

1. Elk River PD 2D
2. Elk River PD 3D
3. Front Office Quote







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

**CUSTOMER PO # AND CONTACT
INFO**

PD RECEPTION

YOUR SALES REP

CHRIS 320-746-5042
chris@fixthisoffice.com

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	1	0.50	0.50
	Delivery Received by: _____			
	Printed Name: _____			

	DESCRIPTION	QTY	RATE	AMOUNT
	Date:_____			

Thank you for the opportunity to provide you with this estimate!	SUBTOTAL	4,922.50
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.	TAX	0.00
	TOTAL	\$4,922.50

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.

Accepted By

Accepted Date



Request for Action

To
City Council

Item Number
4.8

Meeting Date
July 20, 2026

Prepared By
Joshua Mollan, Economic Development Specialist

Item Description
Greater MN Business Development Public
Infrastructure Grant Agreement

Reviewed by
Brent O'Neil
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the Greater Minnesota Business Development Public Infrastructure Grant agreement.

Background/Discussion

The Council approved Resolution 26-18 in March, which supported a grant application to the state. The Minnesota Department of Employment and Economic Development approved the grant and has requested the Council's approval of the grant agreement. A recap of the project and grant is below:

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

The infrastructure project is a relocation of a city-owned public stormwater pipe that currently runs near and parallel to the CDI/EDA property line. For CDI to expand north, following an EDA land sale, the stormwater pipe must be relocated. Engineers are finalizing the specific relocation route and design. The estimated cost for the infrastructure project is \$242,000. The 50% match will be provided by the EDA. Additionally, the EDA and CDI have agreed to jointly cover any overages.

The BDPI agreement stipulates that an easement and the agreement shall be effective for equal to or greater than 125% of the useful life of the real property, which was determined to be 30 years, meaning the term of the agreement shall be at least 37.5 years. However, the easement will need to remain in place beyond this term so long as the storm pipe is needed.

Financial Impact

The funding for this project will be from the EDA, though the state requires the city to be the applicant. In

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addition, EDA's cost on this pipe is eligible for tax increment financing reimbursement. \$92,000 from this state grant will offset EDA costs for these infrastructure charges.

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

- I. BDPI Grant Agreement

**State of Minnesota: Department of Employment
and Economic Development**

**Greater Minnesota Business Development Public
Infrastructure Grant Program**

General Obligation Bond Proceeds

**Grant Agreement - Construction Grant
for the
CDI Elk River Expansion BDPI Project**

GRANT #BDPI-26-0001-O-FY26

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General Obligation Bond Proceeds
Grant Agreement – Construction Grant
CDI Elk River Expansion BDPI Project

Grant #BDPI-26-0001-O-FY26

THIS AGREEMENT shall be effective as of **March 23, 2026**, and is between the City of **Elk River**, a **Statutory City** (the “Public Entity”), and the Minnesota Department of Employment and Economic Development (the “State Entity”).

RECITALS

A. The State Entity has created and is operating the Greater Minnesota Business Development Public Infrastructure Program (“State Program”) under the authority granted by Minn. Stat. § 116J.431 and all rules related to such legislation (“State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of **\$92,000** (“Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application that the Public Entity submitted **March 18, 2026** to the State Entity.

F. Under the provisions contained in Minn. Stat. § 444.075, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in the Grant.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (“Real Property”) and, if applicable, structures situated thereon (“Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in Minn. Stat. § 16A.695 (“G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended

(“Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the **CDI Elk River Expansion BDPI Project** under the Greater Minnesota Business Development Public Infrastructure Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Architect”, if any - means the person/entity, which will administer the Construction Contract Documents on behalf of the Public Entity.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Completion Date” – means **December 31, 2028**, the date of projected completion of the Project.

“Contractor” - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

“Construction Contract Documents” - means the document or documents, in form and substance acceptable to the State Entity, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor or Contractors for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

“Construction Items” – means the work to be performed under the Construction Contract Documents.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Disbursement(s)” – means a disbursement made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

“Draw Requisition” - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when a Disbursement is requested, as referred to in Section 6.02.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means, **CDI Elk River Expansion BDPI Project** which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of

such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the State general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Inspecting Engineer”, if any - means the State Entity's construction inspector, or its designated consulting engineer.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portions thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is or Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” - means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Sherburne, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- ☐ Fee simple ownership of the Real Property.
- ☐ A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☒ An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- ☒ Fee simple ownership of the Facility.
- ☐ A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- ☐ Not applicable because there is no Facility.

Section 2.03 Use of Grant Proceeds. The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- ☐ Acquisition of fee simple title to the Real Property.
- ☐ Acquisition of a leasehold interest in the Real Property.
- ☐ Acquisition of an easement for the Real Property.
- ☐ Improvement of the Real Property.
- ☐ Acquisition of fee simple title to the Facility.

-
- ☐ Acquisition of a leasehold interest in the Facility.
- ☒ Construction of the Facility.
- ☐ Renovation of the Facility.
- ☐ _____.
- (Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for those purposes required by the State Program and in accordance with the information contained in the grant application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program

expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the grant application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract,

whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.

V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

X. The Useful Life of the Real Property and, if applicable, Facility is **30** years.

Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by*

way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30

day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.

E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 Remedies. Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the

Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or off-set against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification of Event of Default. The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 Survival of Event of Default. This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 Term of Grant Agreement. This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the Program Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section. 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 Initial Term and Renewal. The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary

contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 Reimbursement of Counterparty. A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 Receipt of Monies Under a Use Contract. The Public Entity does not anticipate the receipt of any funds under a Use Contract; provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV

SALE

Section 4.01 Sale. The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
- B. The sale is made as authorized by law.
- C. The sale is for Fair Market Value.
- D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 Proceeds of a Sale. Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in

proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 State Bond Financed Property. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 Preservation of Tax Exempt Status. In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the GO Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the GO Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof..

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner’s Order. In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner’s Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 The Disbursements. The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Disbursements from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity’s obligation to make Disbursements shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.

Disbursements shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of Disbursements shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Disbursements by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

$$\text{Cumulative Disbursements} < (\text{Program Grant}) \times (\text{percentage of matching funds, if any, required under Section 7.23 that have been disbursed})$$

Formula #2

$$\text{Cumulative Disbursements} < (\text{Program Grant}) \times (\text{percentage of Project completed})$$

Section 6.02 Draw Requisitions. Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than twice each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition must be submitted at least 7 calendar days before the date the Disbursement is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Disbursements.

Notwithstanding anything herein to the contrary, no Disbursements for materials stored on or off the Real Property will be made by the State Entity unless the Public Entity shall advise the State Entity, in writing, of its intention to so store materials prior to their delivery and the State Entity has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the State Entity such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which

are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued. The State Entity will withhold ten percent of grant funds until reporting requirements outlined in 7.04 and 7.31 are met.

If on the date a Disbursement is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Disbursement to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 Conditions Precedent to Any Disbursement. The obligation of the State Entity to make any Disbursement hereunder (including the initial Disbursement) shall be subject to the following conditions precedent:

A. The State Entity shall have received a Draw Requisition for such Disbursement specifying the amount of funds being requested, which such amount when added to all prior requests for a Disbursement shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred

to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.

P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Disbursement has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all

certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium

receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of disbursement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished

therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of disbursement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Record Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed

to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

The Public Entity agrees to submit annual progress reports to the State Entity while the grant remains open. The reports will be submitted on forms provided by the Public Entity. A final report will be submitted upon project completion and ten percent of grant funds will be withheld until a complete final report is submitted. Additionally, reports regarding expected job creation will be submitted for 60 months after grant completion, or until the expected jobs presented in the application are met.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 Workers' Compensation. The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable,

Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 Review of Plans and Cost Estimates. The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of State assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 Prevailing Wages. The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 Liability. The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed

by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 Indemnification by the Public Entity. The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 Relationship of the Parties. Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual

relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Elk River
17619 Tyler Street NW
Elk River, MN 55330
Attention: **City Clerk**

To the State Entity at:

Great Northern Building
12th Floor
180 East Fifth Street
St. Paul, MN 55101-1678
Attention: **Jeremy LaCroix, or Successor**

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or

provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

\$92,000

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public

Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value

should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.

Section 7.26 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.27 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

The future use of the land in which the infrastructure serves must meet Minnesota Statute 2017-116J.431.

Eligible Businesses. Businesses must be engaged in manufacturing, technology, warehousing and distribution, research and development, or agricultural processing in order to locate to any business or industrial park assisted with funds from this Agreement.

Business Recruiting. If applicable, the grant recipient agrees to not recruit or target a business currently located in another Minnesota community to relocate significant operations in the expanded industrial or business park. Furthermore, before any business that is within 30 miles of the expanded business park decides to relocate significant operations to the expanded business park, evidence that the current, host community for that business agreed that the current community could not accommodate the businesses' needs shall be secured and provided to the State. This provision shall apply for 24 months after the expanded business park is completed.

Conflict of Interest. The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat. §16B.98 and Department of Administration, Office of Grants Management, Policy Number 08-01 Conflict of Interest Policy for State Grant-Making. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the **CDI Elk River Expansion BDPI Project** under the Business Development Public Infrastructure Program on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

_____ **City of Elk River** _____,
a Statutory City

By: _____

Its: Mayor _____

Dated: _____, _____

And: _____

Its: _____

Dated: _____, _____

STATE ENTITY:

Minnesota Department of Employment and Economic
Development

By: _____
(WITH DELEGATED AUTHORITY)

Its: Deputy Commissioner

Dated: _____, 20____

ENCUMBERED:

Department of Employment and Economic
Development

By: **Randi Lembke** Digitally signed by Randi Lembke
Date: 2026.07.06 14:18:03 -05'00'

(Name)

07/06/2026 PR 103350 293304 3000650423

Date Encumbered

[Individual signing certifies that funds have
been encumbered as required by Minnesota
Statute 16A.15]

CERTIFICATION PROVIDED IN LIEU OF DECLARATION

Attachment I to Grant Agreement

State of Minnesota Greater Minnesota Business Development Public Infrastructure Program General Obligation Bond Financed DECLARATION

The undersigned has the following interest in the real property located in the County of **Sherburne**, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the “Restricted Property”):

(Check the appropriate box.)

☒ a fee simple title,

☐ a lease, or

☐ an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695 that exists as of the effective date of the grant agreement identified in paragraph B below, is subject to the encumbrance created and requirements imposed by such statutory provision, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, or its successor, which approval must be evidenced by a written statement signed by said commissioner and attached to deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain **CDI Elk River Expansion BDPI Project** between the City of **Elk River** and the Minnesota Department of Employment and Economic Development (DEED), dated **March 23, 2026** (the “G.O. Grant Agreement”).

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form

signed by both the Commissioner of Minnesota Department of Employment and Economic Development and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

PUBLIC ENTITY:

**City of Elk River,
a Statutory City**

By: _____

Its: _____

Dated: _____, 2____

And: _____

Its: _____

Executed on the ____ day of _____, 2____

STATE OF MINNESOTA)

COUNTY OF _____) ss.

This Department of Employment and Economic Development Declaration was executed and acknowledged before me on the ____ day of _____, 2____, by _____ the _____, and _____, the _____, of _____, a _____, on behalf of said _____.

Notary Public

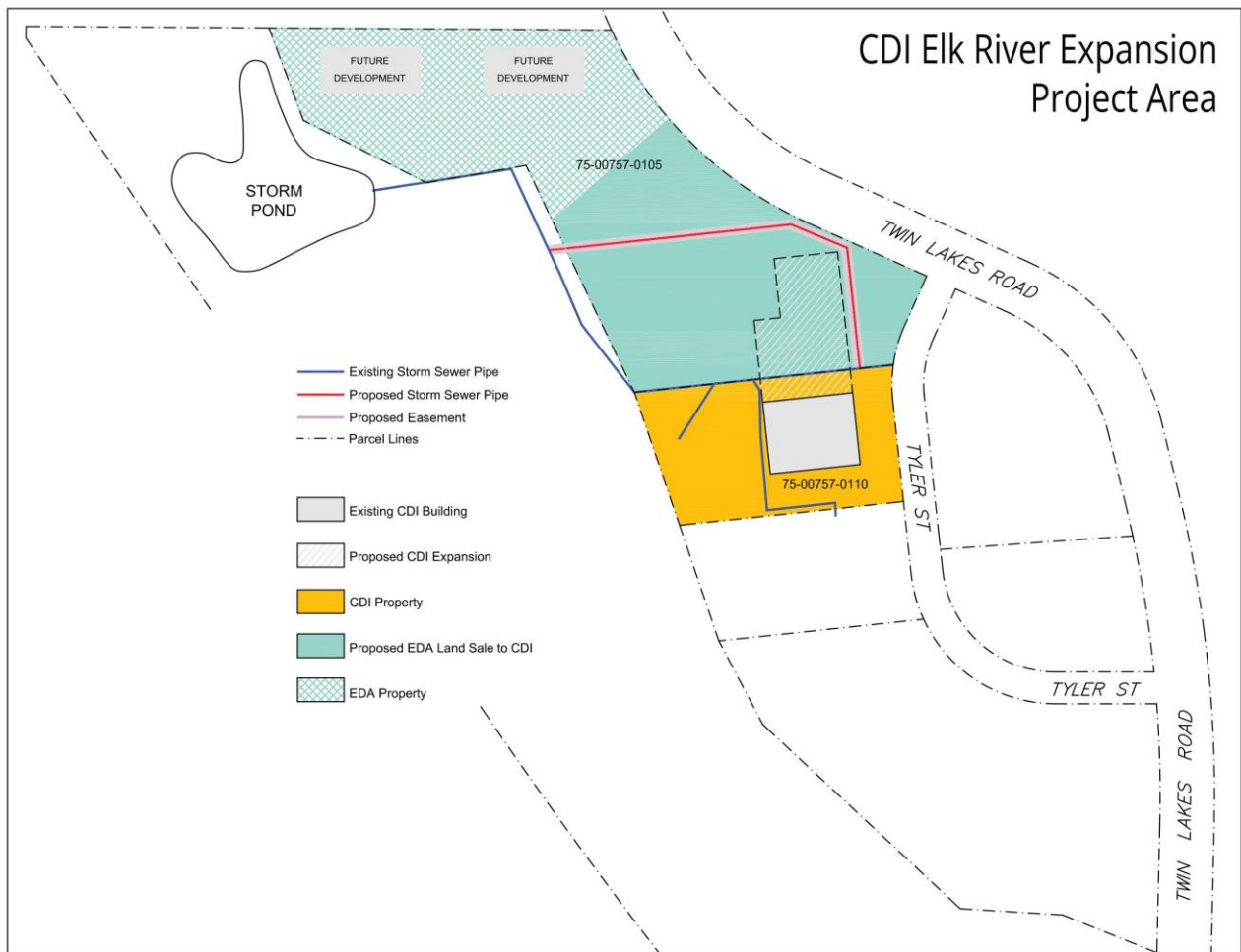
This Declaration was drafted by:

Office of Attorney General
Suite 300
400 Sibley Street
St. Paul, MN 55101-1996

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

Attachment II to Grant Agreement

LEGAL DESCRIPTION OF REAL PROPERTY



Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT
Grant #BDPI-26-0001-O-FY26

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State GO Funds		Ownership Acquisition and Other Items Paid for with Program Grant Funds	
BDPI/Program Grant	\$92,000	Purchase of Ownership Interest	\$ _____
Other State Funds		Other Items of a Capital Nature	
	\$ _____	Stormwater Engineering Pipe,	\$92,000
	\$ _____		
Sub-Total	\$92,000		
Matching Funds			
City of Elk River	\$92,000	Sub Total	\$92,000
Sub Total	\$92,000	Items Paid for with Non- Program Grant Funds	
Other Public Entity Funds		Street, Engineering	\$144,000
City of Elk River	\$52,000		
Sub-Total	\$52,000	Sub Total	\$144,000
Loans			
	\$ _____		
	\$ _____		
Sub-Total	\$ _____		
Other Funds			
	\$ _____		
	\$ _____		
Sub-Total	\$ _____		
TOTAL FUNDS	\$236,000	TOTAL PROJECT COSTS	\$236,000

Attachment IV to Grant Agreement
PROJECT COMPLETION SCHEDULE

Approved By City – May/June 2026
Project Specifications – May/June 2026
Out for Bid – June 2026
Bid Close – June/July 2026
Award Contract – June/July 2026
Project Construction Complete – August/September 2026



Request for Action

To
City Council

Item Number
4.9

Meeting Date
July 20, 2026

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

Item Description
Fabulous Armadillos

Reviewed by
Jolene Richter
Katie Harstad
Jeff Shelby
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, The Furniture & Things Community Event Center's Overlook Catering for The Fabulous Armadillos concert as part of the city's Summer Concert Series on August 6, 2026, at Riverside Park from 6 to 9 p.m.

Background/Discussion

Staff met with the Downtown Elk River Business Association (DERBA) on July 15 to solicit feedback on the city-owned Furniture & Things Community Event Center's Overlook Café, 21+ Lounge, and Catering services' interest in providing food and adult beverages during the final Summer Concert Series show of the summer, performed by The Fabulous Armadillos at Rivers Edge Park. This concert consistently draws over 1,000 attendees each year.

Overall, DERBA provided positive and supportive feedback. No businesses downtown have an alcohol caterer's permit at this time. The Furniture & Things Community Event Center's Minnesota Department of Public Safety's Alcohol Caterers Permit enables city staff to provide this level of service within city parks, and a Special Event Permit is not needed.

Financial Impact

There is no revenue share with DERBA or any other business/non-profit for this one-time event.

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
4.10

Meeting Date
July 20, 2026

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

Item Description
Northbound Liquor - Call for Sale of Bonds

Reviewed by
Lori Stich
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, Resolution 26-50 calling for the sale of bonds as a Public Hearing on August 17, 2026, during the City Council's Regular Meeting for the Northbound Liquor store construction project.

Background/Discussion

Process overview:

Action

Call for Sale of Bonds by City Council
Send Public Hearing Notice on Abatement to Star
News
Public Hearing Notice Published
Public Hearing on Tax Abatement
Distribute Official Statement
Rating Call with Standard and Poors (S & P)
Sale of Bonds
Closing on Bond Proceeds

Date

July 20, 2026
July 21, 2026

July 25, 2026
August 17, 2026
Mid-August
Late-August
September 8, 2026
By September 28, 2026

Financial Impact

New Northbound Liquor will have a \$7,500,000 bond to construct the new store and utilize annual store profits for the bond repayment schedule.

Uses of Funds (\$7,690,000):

- Total Underwriter's Discount (1.200%) = \$92,280
- Cost of Issuance = \$95,000
- Deposit to Project Construction Fund = \$7,500,000
- Rounding Amount = \$2,720

The Elk River Vision

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

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

1. Resolution 26-50: Elk River Abate Bonds 2026A Authorization
2. PreSale Report 2026A

CITY OF ELK RIVER, MINNESOTA

RESOLUTION NO. 26-50

**RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF
APPROXIMATELY \$7,690,000 GENERAL OBLIGATION TAX
ABATEMENT BONDS, SERIES 2026A**

BE IT RESOLVED by the City Council (the “Council”) of the City of Elk River, Sherburne County, Minnesota (the “City”), as follows:

1. Bonds Authorized.

(a) The City has determined to finance various public improvements, including the construction of a new liquor store (the “Project”).

(b) Under Minnesota Statutes, Chapter 475, as amended, and Sections 469.1812 through 469.1815, as amended (collectively, the “Act”), the City is authorized to grant a property tax abatement on specified parcels in order to pay for all or part of the cost of financing or providing public infrastructure, help acquire or construct public facilities, provide employment opportunities, and provide access to services for residents of the City.

(c) It is necessary and expedient to the sound financial management of the affairs of the City for the City to issue general obligation bonds, pursuant to the Act, to provide financing for the Project.

(d) Following a public hearing to be held on August 17, 2026, the City Council will consider a resolution (the “Abatement Resolution”) approving a property tax abatement (the “Abatements”) for certain property in the City (the “Abatement Parcels”) over a period of years, in an amount sufficient to pay the principal amount of and a portion of the interest on bonds issued to finance a portion of the Project (the “Abatement Project”). If approved, the Abatements will be pledged to the repayment of the Bonds.

2. Issuance of Bonds.

(a) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Tax Abatement Bonds, Series 2026A (the “Bonds”), in the proposed aggregate principal amount of \$7,690,000, pursuant to the Act to provide financing for the Project.

(b) The City is authorized by Section 475.60, subdivision 2(9) of the ct to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all respects.

3. Sale of Bonds. To provide funds to finance the Project, the City will issue and sell the Bonds in the proposed aggregate principal amount of \$7,690,000. The principal amount of the Bonds is subject to adjustment in accordance with the official Terms of Proposal to be prepared in connection with the offering and the sale of the Bonds.

4. Authority of Municipal Advisor. Ehlers and Associates, Inc. (the “Municipal Advisor”) is authorized and directed to negotiate the sale of the Bonds. The City Council will meet on Tuesday, September 8, 2026, or another date selected by City staff, to consider proposals on the Bonds and take any other appropriate action with respect to the Bonds.

5. Authority of Bond Counsel. The law firm of Kutak Rock LLP, as bond counsel to the City (“Bond Counsel”), is authorized to act as bond counsel and to assist in the preparation and review of necessary documents, certificates and instruments relating to the Bonds. The officers, employees and agents of the City are hereby authorized to assist Bond Counsel in the preparation of such documents, certificates, and instruments.

6. Covenants. In the resolution awarding the sale of the Bonds, the City Council will set forth the covenants and undertakings required by the Act.

7. Official Statement. In connection with the sale of the Bonds, the officers or employees of the City are authorized and directed to cooperate with the Municipal Advisor and participate in the preparation of an official statement for the Bonds and to deliver it on behalf of the City upon its completion.

8. Reimbursement. The Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met. The City expects to incur certain expenditures with respect to the Project that may be financed temporarily from City funds on hand other than bonds, and reimbursed from the proceeds of the tax-exempt Bonds in a principal amount of up to \$7,690,000.

8.02 The City has determined to make a declaration of official intent (the “Declaration”) to reimburse certain costs with respect to the Project from proceeds of the Bonds in accordance with the Reimbursement Regulations.

8.03 All reimbursed expenditures will be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

8.04 This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of the Bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5% of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of 20% of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

8.05 This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the Bonds described herein are consistent with the City’s budgetary and financial circumstances. No sources other than proceeds of the Bonds to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City’s budget or financial policies to pay such expenditures.

8.06 This Declaration is intended to constitute a declaration of official intent for purposes of the

Reimbursement Regulations.

Approved this July 20, 2026, by the City Council of the City of Elk River, Minnesota.

**CITY OF ELK RIVER,
MINNESOTA**

Mayor

ATTEST:

City Clerk

July 20, 2026

PRE-SALE REPORT FOR

City of Elk River, Minnesota

\$7,690,000 General Obligation Tax Abatement Bonds, Series 2026A



Prepared by:

Ehlers
3001 Broadway Street, Suite 320
Minneapolis, MN 55413

Advisors:

Stacie Kvilvang, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$7,690,000 General Obligation Tax Abatement Bonds, Series 2026A

Purposes:

The proposed issue includes financing for the construction of a new liquor store. Principal will be paid with tax abatement revenues and interest will be paid from ad valorem property taxes. However, it is the intent of the City to cancel all or a portion of the annual tax abatement or tax levy and pay all or a portion of debt service with liquor revenues.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapters:

- 469
- 469.1814
- 475

The City is required to hold a public hearing on the abatement and the public purpose it serves. The hearing will be held on August 17, 2026. In addition, under the Tax Abatement Authority, the amount of property taxes abated in any year for the Bonds, together with any outstanding annual abatements, may not exceed 1) 10% of the City's net tax capacity (NTC) or 2) \$200,000, whichever is greater. Since the City's NTC for Pay 2026 is \$44,685,533, the greater amount would be \$4,468,553.

The City is only abating the principal amount of the bonds and the average annual abatement is \$384,500 which is less than the maximum amount allowed under the Tax Abatement Authority.

The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

Term/Call Feature:

The Bonds are being issued for a term of 21 years. Principal on the Bonds will be due on February 1 in the years 2028 through 2047. Interest will be due every six months beginning August 1, 2027.

The Bonds will be subject to prepayment at the discretion of the City on February 1, 2036, or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

The City’s most recent bond issues were rated by S&P Global Ratings. The current rating on those bonds is “AA+” / Stable. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer “premium” pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered “reoffering premium.” The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue/increase the net proceeds for the project. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt subject to a continuing disclosure undertaking (including this issue) and this issue does not meet an available exemption from continuing disclosure, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Tax Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs. A member of Ehlers Investment Partners will reach out to you to discuss.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Kutak Rock LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: S&P Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 20, 2026
Public Hearing on Tax Abatement	August 17, 2026
Due Diligence Call to Review Official Statement and Conference Call With Rating Agency:	Week of August 24, 2026
Distribute Official Statement:	August 27, 2026
City Council Meeting to Award Sale of the Bonds:	September 8, 2026
Estimated Closing Date:	September 29, 2026

Attachments

Estimated Sources and Uses of Funds
 Estimated Proposed Debt Service Schedule
 Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Stacie Kvilvang, Senior Municipal Advisor	(651) 697-8506
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Emily Wilkie, Senior Public Finance Analyst	(651) 697-8588
Alicia Gage, Senior Financial Analyst	(651) 697-8551

City of Elk River, Minnesota

\$7,690,000 General Obligation Tax Abatement Bonds, Series 2026A

Assumes Current Market BQ AA+ Rates plus 50bps

Sources & Uses

Dated 09/29/2026 | Delivered 09/29/2026

Sources Of Funds

Par Amount of Bonds	\$7,690,000.00
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Total Sources	\$7,690,000.00
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Uses Of Funds

Total Underwriter's Discount (1.200%)	92,280.00
---------------------------------------	-----------

Costs of Issuance	95,000.00
-------------------	-----------

Deposit to Project Construction Fund	7,500,000.00
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Rounding Amount	2,720.00
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Total Uses	\$7,690,000.00
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City of Elk River, Minnesota

\$7,690,000 General Obligation Tax Abatement Bonds, Series 2026A

Assumes Current Market BQ AA+ Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/29/2026	-	-	-	-	-
08/01/2027	-	-	245,521.39	245,521.39	-
02/01/2028	180,000.00	2.950%	146,337.25	326,337.25	571,858.64
08/01/2028	-	-	143,682.25	143,682.25	-
02/01/2029	285,000.00	3.050%	143,682.25	428,682.25	572,364.50
08/01/2029	-	-	139,336.00	139,336.00	-
02/01/2030	295,000.00	3.110%	139,336.00	434,336.00	573,672.00
08/01/2030	-	-	134,748.75	134,748.75	-
02/01/2031	305,000.00	3.200%	134,748.75	439,748.75	574,497.50
08/01/2031	-	-	129,868.75	129,868.75	-
02/01/2032	310,000.00	3.250%	129,868.75	439,868.75	569,737.50
08/01/2032	-	-	124,831.25	124,831.25	-
02/01/2033	320,000.00	3.350%	124,831.25	444,831.25	569,662.50
08/01/2033	-	-	119,471.25	119,471.25	-
02/01/2034	335,000.00	3.400%	119,471.25	454,471.25	573,942.50
08/01/2034	-	-	113,776.25	113,776.25	-
02/01/2035	345,000.00	3.450%	113,776.25	458,776.25	572,552.50
08/01/2035	-	-	107,825.00	107,825.00	-
02/01/2036	355,000.00	3.550%	107,825.00	462,825.00	570,650.00
08/01/2036	-	-	101,523.75	101,523.75	-
02/01/2037	370,000.00	3.650%	101,523.75	471,523.75	573,047.50
08/01/2037	-	-	94,771.25	94,771.25	-
02/01/2038	380,000.00	3.750%	94,771.25	474,771.25	569,542.50
08/01/2038	-	-	87,646.25	87,646.25	-
02/01/2039	395,000.00	3.950%	87,646.25	482,646.25	570,292.50
08/01/2039	-	-	79,845.00	79,845.00	-
02/01/2040	410,000.00	4.000%	79,845.00	489,845.00	569,690.00
08/01/2040	-	-	71,645.00	71,645.00	-
02/01/2041	430,000.00	4.050%	71,645.00	501,645.00	573,290.00
08/01/2041	-	-	62,937.50	62,937.50	-
02/01/2042	445,000.00	4.100%	62,937.50	507,937.50	570,875.00
08/01/2042	-	-	53,815.00	53,815.00	-
02/01/2043	465,000.00	4.150%	53,815.00	518,815.00	572,630.00
08/01/2043	-	-	44,166.25	44,166.25	-
02/01/2044	485,000.00	4.200%	44,166.25	529,166.25	573,332.50
08/01/2044	-	-	33,981.25	33,981.25	-
02/01/2045	505,000.00	4.250%	33,981.25	538,981.25	572,962.50
08/01/2045	-	-	23,250.00	23,250.00	-
02/01/2046	525,000.00	4.300%	23,250.00	548,250.00	571,500.00
08/01/2046	-	-	11,962.50	11,962.50	-
02/01/2047	550,000.00	4.350%	11,962.50	561,962.50	573,925.00
Total	\$7,690,000.00	-	\$3,750,025.14	\$11,440,025.14	-

Yield Statistics

Bond Year Dollars	\$93,626.06
Average Life	12.175 Years
Average Coupon	4.0053221%
Net Interest Cost (NIC)	4.1038845%
True Interest Cost (TIC)	4.1048421%
Bond Yield for Arbitrage Purposes	3.9740611%
All Inclusive Cost (AIC)	4.2418620%

IRS Form 8038

Net Interest Cost	4.0053221%
Weighted Average Maturity	12.175 Years

Series 2026A GO Tax Abate | SINGLE PURPOSE | 6/26/2026 | 8:34 AM



City of Elk River, Minnesota

\$7,690,000 General Obligation Tax Abatement Bonds, Series 2026A

Assumes Current Market BQ AA+ Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
02/01/2027	-	-	-	-	-
02/01/2028	180,000.00	2.950%	391,858.64	571,858.64	600,451.57
02/01/2029	285,000.00	3.050%	287,364.50	572,364.50	600,982.73
02/01/2030	295,000.00	3.110%	278,672.00	573,672.00	602,355.60
02/01/2031	305,000.00	3.200%	269,497.50	574,497.50	603,222.38
02/01/2032	310,000.00	3.250%	259,737.50	569,737.50	598,224.38
02/01/2033	320,000.00	3.350%	249,662.50	569,662.50	598,145.63
02/01/2034	335,000.00	3.400%	238,942.50	573,942.50	602,639.63
02/01/2035	345,000.00	3.450%	227,552.50	572,552.50	601,180.13
02/01/2036	355,000.00	3.550%	215,650.00	570,650.00	599,182.50
02/01/2037	370,000.00	3.650%	203,047.50	573,047.50	601,699.88
02/01/2038	380,000.00	3.750%	189,542.50	569,542.50	598,019.63
02/01/2039	395,000.00	3.950%	175,292.50	570,292.50	598,807.13
02/01/2040	410,000.00	4.000%	159,690.00	569,690.00	598,174.50
02/01/2041	430,000.00	4.050%	143,290.00	573,290.00	601,954.50
02/01/2042	445,000.00	4.100%	125,875.00	570,875.00	599,418.75
02/01/2043	465,000.00	4.150%	107,630.00	572,630.00	601,261.50
02/01/2044	485,000.00	4.200%	88,332.50	573,332.50	601,999.13
02/01/2045	505,000.00	4.250%	67,962.50	572,962.50	601,610.63
02/01/2046	525,000.00	4.300%	46,500.00	571,500.00	600,075.00
02/01/2047	550,000.00	4.350%	23,925.00	573,925.00	602,621.25
Total	\$7,690,000.00	-	\$3,750,025.14	\$11,440,025.14	\$12,012,026.40

Significant Dates

Dated	9/29/2026
First Coupon Date	8/01/2027

Yield Statistics

Bond Year Dollars	\$93,626.06
Average Life	12.175 Years
Average Coupon	4.0053221%
Net Interest Cost (NIC)	4.1038845%
True Interest Cost (TIC)	4.1048421%
Bond Yield for Arbitrage Purposes	3.9740611%
All Inclusive Cost (AIC)	4.2418620%

IRS Form 8038

Net Interest Cost	4.0053221%
Weighted Average Maturity	12.175 Years

City of Elk River, Minnesota

\$7,690,000 General Obligation Tax Abatement Bonds, Series 2026A

Assumes Current Market BQ AA+ Rates plus 50bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Tax Abatement Revenue	Levy/(Surplus)
02/01/2027	-	-	-	-	-	-	-
02/01/2028	180,000.00	2.950%	391,858.64	571,858.64	600,451.57	384,500.00	215,951.57
02/01/2029	285,000.00	3.050%	287,364.50	572,364.50	600,982.73	384,500.00	216,482.73
02/01/2030	295,000.00	3.110%	278,672.00	573,672.00	602,355.60	384,500.00	217,855.60
02/01/2031	305,000.00	3.200%	269,497.50	574,497.50	603,222.38	384,500.00	218,722.38
02/01/2032	310,000.00	3.250%	259,737.50	569,737.50	598,224.38	384,500.00	213,724.38
02/01/2033	320,000.00	3.350%	249,662.50	569,662.50	598,145.63	384,500.00	213,645.63
02/01/2034	335,000.00	3.400%	238,942.50	573,942.50	602,639.63	384,500.00	218,139.63
02/01/2035	345,000.00	3.450%	227,552.50	572,552.50	601,180.13	384,500.00	216,680.13
02/01/2036	355,000.00	3.550%	215,650.00	570,650.00	599,182.50	384,500.00	214,682.50
02/01/2037	370,000.00	3.650%	203,047.50	573,047.50	601,699.88	384,500.00	217,199.88
02/01/2038	380,000.00	3.750%	189,542.50	569,542.50	598,019.63	384,500.00	213,519.63
02/01/2039	395,000.00	3.950%	175,292.50	570,292.50	598,807.13	384,500.00	214,307.13
02/01/2040	410,000.00	4.000%	159,690.00	569,690.00	598,174.50	384,500.00	213,674.50
02/01/2041	430,000.00	4.050%	143,290.00	573,290.00	601,954.50	384,500.00	217,454.50
02/01/2042	445,000.00	4.100%	125,875.00	570,875.00	599,418.75	384,500.00	214,918.75
02/01/2043	465,000.00	4.150%	107,630.00	572,630.00	601,261.50	384,500.00	216,761.50
02/01/2044	485,000.00	4.200%	88,332.50	573,332.50	601,999.13	384,500.00	217,499.13
02/01/2045	505,000.00	4.250%	67,962.50	572,962.50	601,610.63	384,500.00	217,110.63
02/01/2046	525,000.00	4.300%	46,500.00	571,500.00	600,075.00	384,500.00	215,575.00
02/01/2047	550,000.00	4.350%	23,925.00	573,925.00	602,621.25	384,500.00	218,121.25
Total	\$7,690,000.00	-	\$3,750,025.14	\$11,440,025.14	\$12,012,026.40	\$7,690,000.00	\$4,322,026.40

Significant Dates

Dated	9/29/2026
First Coupon Date	8/01/2027

Yield Statistics

Bond Year Dollars	\$93,626.06
Average Life	12.175 Years
Average Coupon	4.0053221%
Net Interest Cost (NIC)	4.1038845%
True Interest Cost (TIC)	4.1048421%
Bond Yield for Arbitrage Purposes	3.9740611%
All Inclusive Cost (AIC)	4.2418620%



Request for Action

To
City Council

Item Number
6.1

Meeting Date
July 20, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by
Cal Portner
Justin Dunford

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

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

Financial Impact
None.

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

Attachments
None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
6.2

Meeting Date
July 20, 2026

Prepared By
Mark Dickinson, Fire Chief

Item Description
Recognize Jeff Smith for his 38 years of employment with Elk River

Reviewed by
Mark Dickinson
Cal Portner
Justin Dunford

Action Requested
Thank and recognize Jeff Smith for his 38 years of service to the city.

Background/Discussion
Jeff Smith started with the fire department on June 1, 1988, and was hired as the Fire Prevention Specialist in January 2005. Jeff is retiring as the city's Fire Marshal and Community Risk Reduction Specialist, and we want to recognize his dedicated service to our community.

Financial Impact
None

Mission/Policy/Goal
Elk River Vision Statement

Attachments
I. Jeff Smith Day

The Elk River Vision

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PROCLAMATION

WHEREAS, Jeff Smith is retiring from the Fire Department after 38 years of service; and

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

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

THEREFORE, I, John J. Dietz, Mayor of the City of Elk River, do hereby proclaim February 22, 2027, as JEFF SMITH DAY, in recognition and appreciation of the loyal and professional service provided by Jeff.





Request for Action

To
City Council

Item Number
6.3

Meeting Date
July 20, 2026

Prepared By
Justin Dunford, City Clerk

Item Description
Retirement Recognition: Mark Dickinson

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Thank and recognize Mark Dickinson for his service to the city.

Background/Discussion
Mark has been the Elk River Fire Chief since November 2018. He has had a long and distinguished public service career, including as a full-time firefighter for the City of St. Paul.

During his tenure with the City of Elk River, he has grown the recruitment and training of new firefighters to ensure coverage. He oversaw the planning and expansion of Fire Station #2 and the new build-out of Fire Station #3. He also developed an officer leadership training program to further professionalize the department's paid-on-call leadership team.

Mark has also been an active community volunteer and has left a positive legacy in Elk River. We wish Mark the very best in his new endeavors.

Financial Impact
none

Mission/Policy/Goal
Elk River Vision Statement

Attachments
I. Mark Dickinson Retirement Recognition

The Elk River Vision

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Presented to

Mark Dickinson

In appreciation for 8 years of dedication and service, with the respect of the City Council, fellow employees, and the Elk River community.

Thank you for your loyalty and professional service.





Request for Action

To
City Council

Item Number
6.4

Meeting Date
July 20, 2026

Prepared By
Mark Dickinson, Fire Chief

Item Description
Promotion of Chad Yess to Lieutenant

Reviewed by
Mark Dickinson
Cal Portner
Justin Dunford

Action Requested

Mayor Dietz and Council to recognize the recent promotion of firefighter Chad Yess to the position of Lieutenant and execute the Oath of Office.

Background/Discussion

Firefighter Chad Yess has successfully completed a year-long Officer Development Program and has the full confidence of the fire department's officers to be promoted to the position of Lieutenant.

Financial Impact
None.

Mission/Policy/Goal
Elk River Mission Statement

Attachments
None

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Request for Action

To
City Council

Item Number
6.5

Meeting Date
July 20, 2026

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

Item Description
Introduce Park and Recreation Framework Plan -
ISG Consultants

Reviewed by
Jeff Shelby
Cal Portner
Justin Dunford

Action Requested
Staff will introduce the Park and Recreation Framework Plan consultants from ISG.

Background/Discussion **ISG Project Leads**

- **Claire Roth, Planner:** Fueled by enthusiasm for fostering connections, Claire will oversee the planning process from start to finish. She will oversee community engagement and lead planning endeavors with finesse, using her knack for asking pertinent questions to spark dialogue and inspire collaboration with key stakeholders. From the initial stages to the final execution, she will listen with intent, develop strategies that unite diverse voices, and promote inclusive participation. Drawing upon her comprehensive project management experience, Claire will collaborate with the City and ISG to seamlessly navigate the planning process and remain on track with milestone progress.
- **Jay Lotthammer, Development Strategist:** For 35 years, Jay has dedicated his career to enhancing recreation, park, and trail opportunities that support active and engaged communities. His expertise and leadership in facility planning and program development have supported lasting, high-quality recreational experiences for residents across Minnesota. Since joining ISG in the past year, he has helped numerous communities plan their park systems and community assets. While serving as the parks and recreation director for the City of Eden Prairie, he led development of their Parks, Recreation, and Natural Resources Guide Plan as well as the expansion of the community center and the development of premier athletic complexes, multi-use trails, and neighborhood parks.

Financial Impact
None

Mission/Policy/Goal
Together we win

The Elk River Vision

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Attachments

None



Request for Action

To
City Council

Item Number
7.1

Meeting Date
July 20, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Bluff Impacts, Randall
Tesdaal - 16892 Yale St NW

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. The applicant shall have the pathway professionally engineered and designed to ensure long-term slope stability and minimize erosion potential.
2. The pathway width shall accommodate safe access without encumbering ADA mobility requirements and shall not exceed 8 feet in width.
3. The pathway shall be designed with the flattest practical grade to reduce erosion and improve accessibility.
4. Existing vegetation shall be preserved to the greatest extent practicable, with only selective removal permitted as necessary for construction.
5. Appropriate erosion and sediment control measures shall be installed and maintained during construction.
6. Any plans, once finalized, shall be reviewed and approved by the City Environmental Department.
7. A grading permit shall be obtained prior to commencement of any land-disturbing activities.
8. Any retaining wall exceeding four (4) feet in height shall require a separate building permit and shall be designed by a Minnesota-licensed structural engineer.
9. The applicant shall comply with all recommendations and requirements of the Minnesota Department of Natural Resources, if applicable.
10. The Conditional Use Permit shall remain subject to all applicable City Code requirements and permit conditions.

Background/Discussion

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow construction of an access pathway within a bluff area along the Mississippi River to provide access from the upper portion of the

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property to the lower portion of his property. The CUP is required under the ordinance to review the impacts on the bluff, not the pathway itself.

The subject property is approximately 1.65 acres in size, is zoned Focus Area Study (FAST), and is guided as Mixed Residential in the Comprehensive Plan.

The applicant has resided at the property since 2014 and is requesting the pathway to improve access to the lower portion of the property. The applicant has indicated that they are a 100 percent service-connected disabled veteran through the Department of Veterans Affairs and that their condition is progressing to the point where an electric mobility device may be necessary. The proposed pathway is intended to provide safe and practical access to portions of the property that may otherwise become inaccessible.

The properties immediately north and south of the subject site utilize a cross-access easement over the subject property to access lower portions of their respective properties.

Planning Commission

During the public hearing, the neighbor to the south wanted to know what the proposed pathway would be used for, if the owner could hunt on his property, whether hours of use of the pathway could be established, and how the area by the river be cleaned up?

- The proposed pathway, which is entirely on the applicant's property, will be used by the property owner to access the lower area of their property.
- The Police Chief or their designee may approve a written request to hunt on the property. Staff directed the neighbor to contact the Police Department.
- The city is not going to restrict the times when a property owner can access their personal property.
- The neighbor was also directed to contact the city's Code Enforcement Official with concerns related to debris by the river.

The applicant stated he is requesting the CUP to allow access to all of his property; he is not proposing a dock, and he likely will need mobility assistance in the future.

In response to the public comments, the Planning Commission discussed two amendments to the conditions: compliance with ADA requirements and requiring project plans to be approved by the Environmental Division. The Commission unanimously recommended approval of the request with the two amendments.

Financial Impact

None

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

1. Planning Commission Staff Report dated June 23, 2026
2. Tesdahl Email
3. CU 26-06 Conditional Use Permit



Request for Action

To
Planning Commission

Item Number
5.1

Meeting Date
June 23, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Bluff Impacts within the
Shoreland Management District, Randall Tesdahl -
16892 Yale St NW

Reviewed by
Zack Carlton

Action Requested

Recommend, by motion, approval of the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. The pathway shall be professionally engineered and designed to ensure long-term slope stability and minimize erosion potential.
2. The pathway width shall be limited to the minimum width necessary to accommodate safe access and mobility needs.
3. The pathway shall be designed with the flattest practical grade to reduce erosion and improve accessibility.
4. Existing vegetation shall be preserved to the greatest extent practicable, with only selective removal permitted as necessary for construction.
5. Appropriate erosion and sediment control measures shall be installed and maintained during construction.
6. A grading permit shall be obtained prior to commencement of any land-disturbing activities.
7. Any retaining wall exceeding four (4) feet in height shall require a separate building permit and shall be designed by a Minnesota-licensed structural engineer.
8. The applicant shall comply with all recommendations and requirements of the Minnesota Department of Natural Resources, if applicable.
9. Any modifications to the approved plans shall be subject to review and approval by the City.
10. The Conditional Use Permit shall remain subject to all applicable City Code requirements and permit conditions.

Background/Discussion

The applicant is requesting approval of a Conditional Use Permit (CUP) to allow construction of an access pathway within bluff area of the Mississippi River to provide access from the upper portion of the property to the lower portion of the site.

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The subject property is approximately 1.65 acres in size, zoned Focus Area Study (FAST), and is guided as Mixed Residential in the Comprehensive Plan. The Mixed Residential land use designation consists of neighborhoods with multiple housing types, including single-family detached homes, townhomes, duplexes, and small-scale multifamily buildings. Mixed Residential areas include existing residential neighborhoods where a gentle increase in density is appropriate, as well as new neighborhood subdivisions.

The applicant has resided at the property since 2014 and would like to construct a pathway to improve access to the lower portion of the property. He has indicated that he is a 100 percent service-connected disabled veteran through the Department of Veterans Affairs and that their condition is progressing to the point where an electric mobility device may be necessary. The proposed pathway is intended to provide safe and practical access to portions of the property that may otherwise become inaccessible.

The properties immediately north and south of the subject site currently utilize a cross-access easement over the subject property to access lower portions of their respective properties.

The proposed pathway will be located within a sensitive bluff area subject to Shoreland Ordinance regulations. Because bluff areas are susceptible to erosion and instability, special consideration must be given to the design, construction, and long-term maintenance of the pathway.

Environmental Review

The Shoreland Ordinance generally prohibits fill and excavation within bluff areas due to their sensitivity and susceptibility to erosion. The proposed pathway must be engineered to ensure long-term slope stability and minimize future maintenance requirements.

Existing vegetation should be preserved to the greatest extent practical, with only selective removals permitted as necessary for construction. Preservation of vegetation will provide natural screening from the water and assist in maintaining bluff stability.

The pathway should be limited to the minimum width necessary to accommodate safe access and be designed with the flattest practical grade to reduce erosion potential and improve accessibility.

At the time of this report, comments from the Minnesota Department of Natural Resources had not yet been received. Any recommendations or requirements provided by the DNR must be incorporated into the final design and construction plans.

Building Department Review

A separate grading permit will be required prior to commencement of any land-disturbing activities.

Any retaining wall exceeding four (4) feet in height shall require a building permit and must be designed and certified by a Minnesota-licensed structural engineer.

Applicable Regulations

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

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

The proposed pathway is intended to improve accessibility and safe movement within the applicant's property. The use is accessory in nature and will not introduce increased activity or operational impacts to neighboring

properties. Subject to engineering review and implementation of erosion control measures, the pathway will not create adverse impacts to neighboring properties or public welfare.

2. Will be consistent with the comprehensive plan.

The property is guided as Mixed Residential, which supports continued residential use of the property and associated residential improvements. The pathway is an accessory improvement that supports the continued residential use and enjoyment of the property and does not conflict with the goals or policies of the Comprehensive Plan. The request is consistent with the Comprehensive Plan.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

The pathway is limited in scope and will not alter surrounding land use patterns, development opportunities, or access to adjacent properties. The existing cross-access easement serving neighboring properties will remain available. The proposal will not impede future development of nearby properties.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

The proposed pathway will not generate additional traffic, demand for public services, or impacts to public infrastructure. Access to the site will remain unchanged, and no adverse effects on utilities, emergency services, or transportation systems are anticipated.

With the proposed conditions, there should be no adverse effects on drainage.

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

The pathway is a passive residential improvement and will not generate ongoing noise, traffic, emissions, odors, or other nuisances. Temporary construction-related impacts can be managed through standard permit requirements and erosion control measures.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

The bluff area is a significant natural feature. However, the proposed pathway can be designed to minimize impacts through careful engineering, preservation of existing vegetation, limited grading, and implementation of erosion control measures. Approval conditions requiring preservation of vegetation, minimal disturbance, and compliance with agency recommendations will help protect the scenic and environmental qualities of the bluff area. The pathway shall be professionally engineered and designed with the flattest practical grade, with only selective removal of vegetation to ensure long-term slope stability and minimize erosion potential.

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.

Compliance with all applicable City Code requirements will be achieved through the CUP process, grading permit review, engineering review, and any required building permits. Retaining walls exceeding four feet in height must be designed by a Minnesota-licensed structural engineer and permitted separately. Any recommendations received from the Minnesota DNR shall also be incorporated into the project.

If denial of such a permit should occur, it shall accompany recommendations or determinations by findings or a report stating how the proposed use does not comply with the standards set forth in Section 30-654.

In the review of the standards for CUP as outlined, it appears that the request is consistent with all of these standards.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. Location Map
2. Narrative
3. Submitted Plans
4. Aerial-Contours



Project Location Map

Tesdahl

Conditional Use Permit

Case No: CU 26-06



Legal Description of Property
The narrative is your opportunity to describe, promote, and sell your proposal to the Planning Commission and/or City Council before the meeting(s). Please fill in the following information <i>explaining</i> your request in detail (<i>type N/A if not applicable</i>). Describe the scope of your project (what is being proposed)? <i>For example: we are proposing the construction of a new daycare facility or, to allow for a motor vehicle sales office with motor vehicle repairs in X-square feet of the existing building.</i>
Pathway down side of hill to accommodate access to the lower one half of my personal property. My name is Randall D Tesdahl, my wife Margaret R Tesdahl live at 16892 Yale St. NW Elk River MN. I served 20 plus years in the United states Marine Corps having retired September 30th 1997. I am 100% service connected disabled via the VA . As well as Social Security Disability. One of the main issues of my disability is that I have Parkinson's a disease that has no cure and is progressive in nature . My entire life I have been very involved with the outdoors hunting fishing trapping photographing wildlife. In fact in my work prior to retiring as the State Adjutant/E.D. of The American Legion, I helped establish several outdoor programs in the state of Minnesota for disabled veterans . My wife and I once owned 10 acres in Crow Wing County that was wooded as well as 10 acres in Anoka County which again was wooded. We sold both of those properties in 2014 when we found this property. When we moved in, residents in this neighborhood were allowed to archery hunt deer turkey, small game, as well as duck hunt on the Mississippi. Those activities have now been reduced to turkey by archery only. When we bought, we were made aware of and researched an easement that is on file with Sherburne County. The easement when drafted was done so by the people that owned my lot. The Easement Includes the two properties to my south and the two properties to my north, crossing my property. We all used that easement Rd. I recently went through a long court battle with my new neighbor to the immediate South that did not want me to use the easement. It was discovered in court that my property was not specifically listed on that easement. The court could not reliably say that the people that owned my lot, whom drafted and created and paid for the easement Rd. Did not list their own lot number because why, they owned it ? That court finding clearly limits my access to 1/2 of my property. It also reinforced the fact that property owners to my North and South have the full legal right to cross my property on that easement to access the lower sections of their properties, yet I cannot access mine. In 2019 I was diagnosed with Parkinson's disease related to my years of service at Camp Lejeune and the use of contaminated water there. I had to retire on LT Disability. In the time since, my condition has worsened. I have used a cane as well as a walker since my

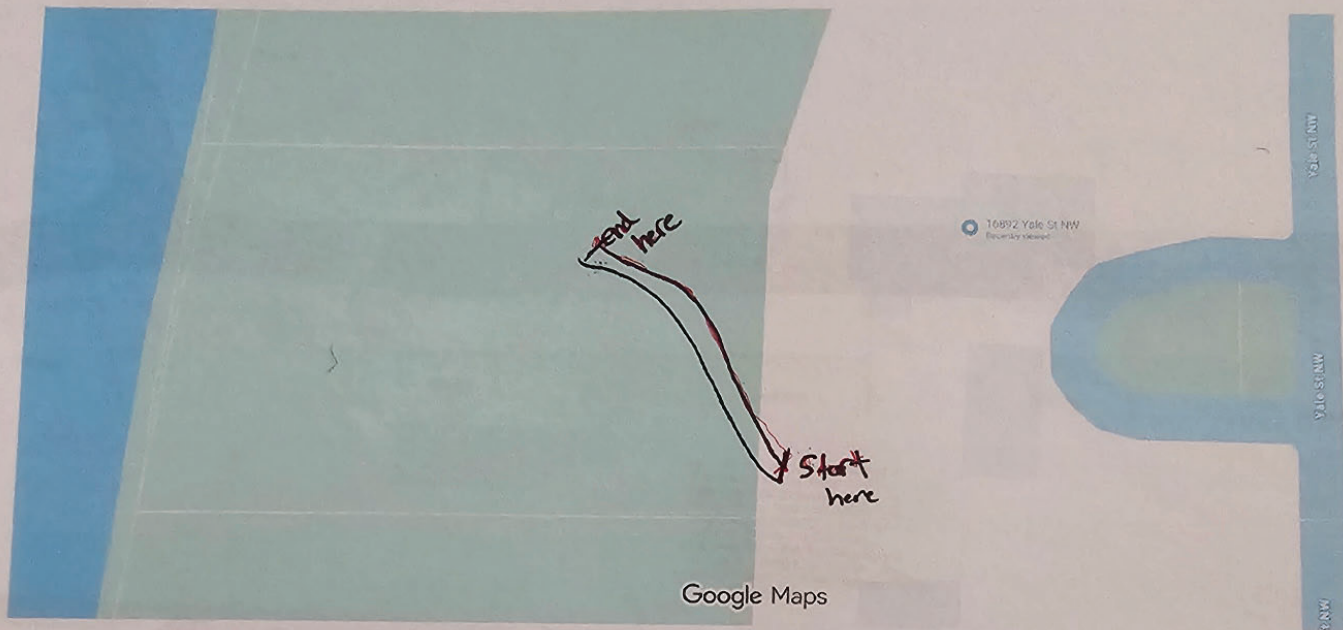
2019 diagnosis. And in my recent visits with my Parkinson's team at the VA it was noted that my condition is progressing to the point they are considering me for an electric form of mobility. I have lost my deer hunting, my small-game hunting, my duck hunting, and now my access.	
Hours of Operation	N/A
Number of Employees	N/A
Number of parking stalls required by ordinance: City Ordinance Section 30-903 outlines these requirements.	0
Number of existing and proposed parking stalls	0
If screening, not associated with outdoor storage, is being proposed, what will it consist of?	None.
What are the proposed building materials? <i>The required building materials vary from zoning district to zoning district.</i>	See project plans.
Is outdoor storage being proposed? If yes, detail what is being stored, how much/many, and what is the proposed screening? City Ordinance Section 30-807 outlines these requirements.	No.

4/16/26, 12:29 PM

Google Maps

Google Maps

Randy Tesdahl House



4/16/26, 12:28 PM

Google Maps

Google Maps

Randy Tesdahl House



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google 20 ft

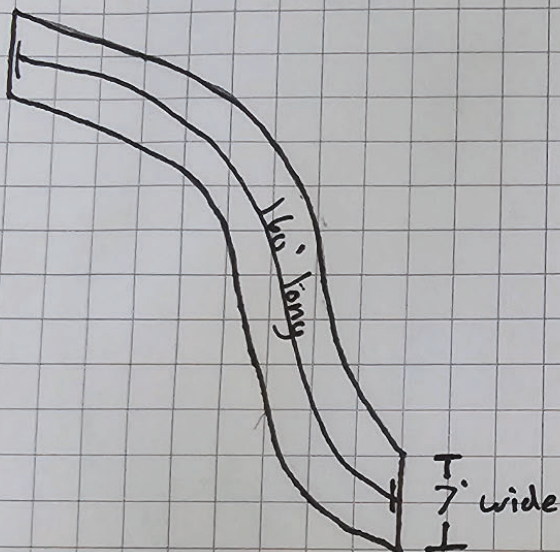
BROCKWHITE

CONSTRUCTION MATERIALS

CSG A CONSTRUCTION SUPPLY GROUP COMPANY

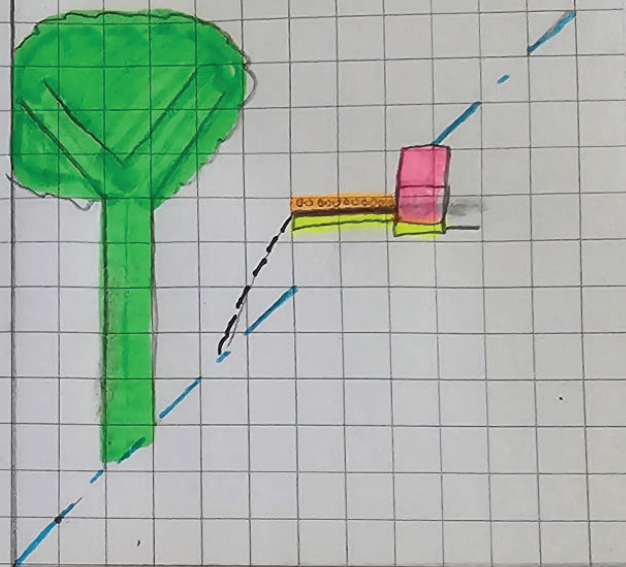


1.A. Overhead view



1.B.

Side view



Close up Side view



- Tree
- 1 1/2" crushed rock.
- Fabric (road fabric)
- 2'x2'x4 big block
- Class 5 under fabric + under big blocks.
- Existing Ground
- new ground layout.

St. Paul

651-647-0950

St. Cloud

320-251-5060

Eagan

651-686-5036

Elk River

763-441-2004

Duluth

218-628-2231

Brainerd

218-829-1929

Rochester

507-282-2421

Mankato

507-388-1973

Bismarck

701-222-3010

Minot

701-839-0509

Fargo

701-282-9255

Sioux Falls

605-339-1977

Appleton

920-730-7840

Green Bay

920-432-6438

Wausau

715-355-7551

Milwaukee

262-785-4646

Madison

608-222-1220

BrockWhite.com

1. A. Overhead View

In the drawing it shows roughly the shape, length, and also width of the trail being installed
The trail will be 160' long and 6' wide

1.B. Side View

In the drawings it shows existing trees that will not be disrupted

On the up hill side of the trail we will be installing a big block (2'x2'x4' retaining wall block) we plan on starting 2 blocks high and at some point hoping to be able to transition into 1 block high.

We will be importing class 5 from knife river and also inch and half crushed rock for the trail topping to stabilize the trail from washing out

Fabric will be installed over the class 5 and under the crush rock

1.B. Close up side view

Class 5 will be placed under the road and also under the big block to give both the block and the road a good base to sit on

Everything will be packed with a walk behind BPU packing

All the disrupted soil will be covered in black dirt and also seeded and blanketed for fast stabilization

Roughly 50 Big Block will be added to the up hill edge of the trail to help with the slope and keep it closer to a 3:1

Key for Picture

Green - Existing Trees

Orange - 1 1/2" Crushed Rock

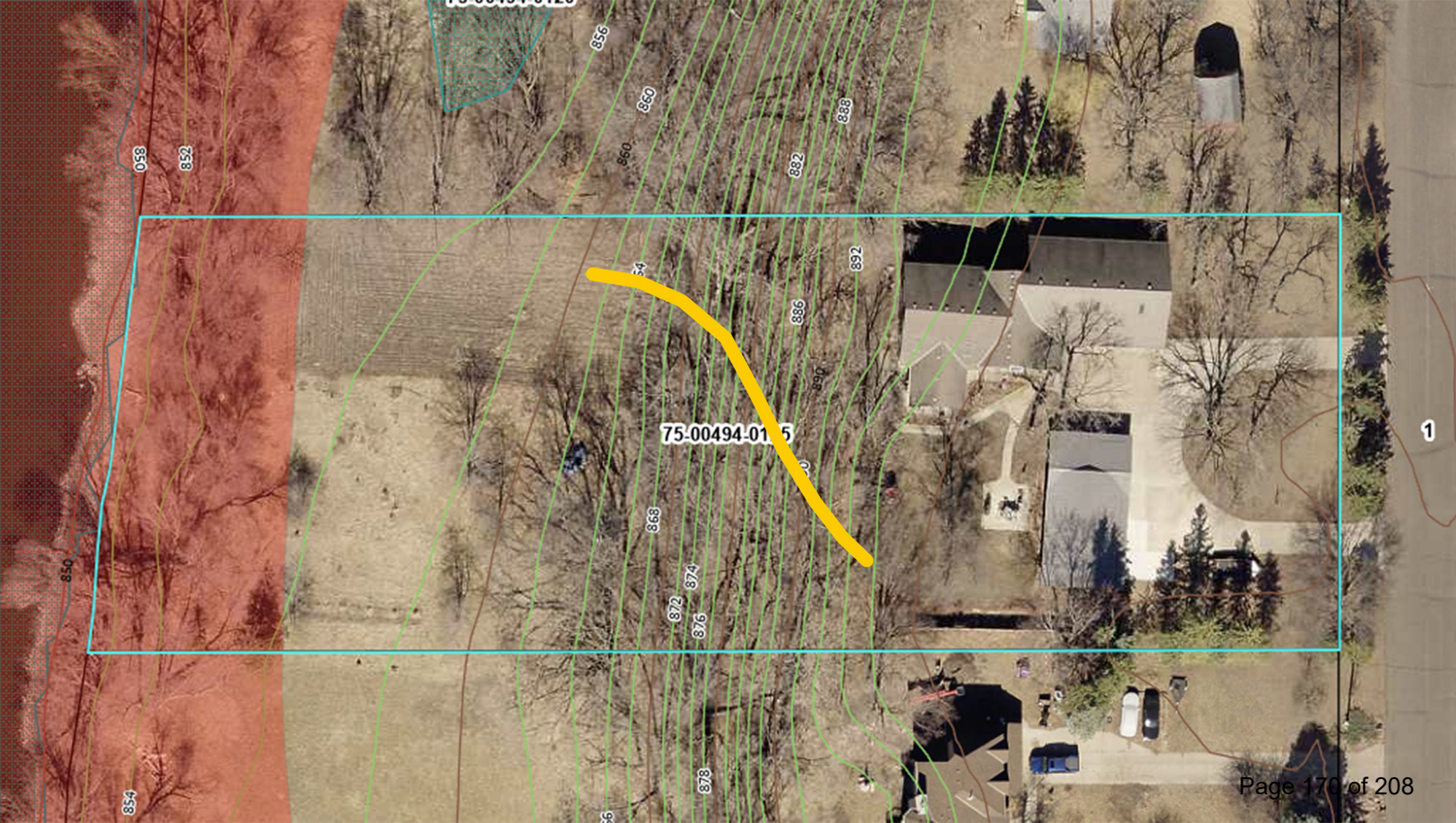
Purple - Road Fabric

Pink - 2'x2'x4' Big Block

Yellow - Class 5

Blue Big Dashes - Existing Ground

Black Small Dashes - New Ground after trail is installed



From: [Randy Tesdahl](#)
To: [REDACTED] [Chris Leeseberg](#); [Joseph Hale](#); [Randy Tesdahl](#)
Subject: Tesdahl property CUP
Date: Thursday, June 25, 2026 4:46:05 PM

Hello Chris, and fellow commission members : Thank you for reviewing our CUP last evening. Chriss thank you for assisting us through this.

As to the many issues not relevant to the CUP in any way that my neighbor to my immediate south brought up in an attempt to muddy the waters.

The trash..... there are tires and steel pipes down there left from the sale of my dock. And some plastic barrels also left from the sale of our dock. As to Garbage there is no garbage whitch I'm sure most people envision as food waist and Paper waist that a person has a service for weekly removal which we have. Never been garbage. I Assure you that there is no Garbage down there. There is a wooden box blind and a feeder that the previous owner of our property used as a hunting hut, all of with I am planning to remove if I get a way to get down there.

As to the claims or inference she made of me pointing cameras and such in the direction of her home. All claims of that nature have been debunked by the Elk River Police department, as well as Sherburne county court hearing relative to the easement..

As to the night driving up and down the easement over and over many times.....I may have used my truck probably no more than 5 times after dark down there

None of which have nothing whatsoever to do with the requested CUP. She is quite good at muddying the waters and throwing inapplicable things into the mix just to draw the attention of the mediator away from what the true issue at hand is.

A garden yes, I have one it's a big one. I use only the amount of chemical needed to control the weeds.

Now, to the things relative to the CUP.

1. The 4-foot restriction on retaining walls. Referring to the submitted plans you will see the blocks being used are 24 inches tall and the wall will require using only 2 of those high.

2 As to the addition of outside materials that may make it more susceptible to wash out...You can see in the plan that the contractor is using a layering method of crushed granite, class 5 rock, and a professional grade matting.

As to the removal of existing plants and material There were multiple trees that were infected with oak wilt, and we were given city permission the take those Trees down

As to the width of the path, the plan is to be a min of 6 feet to a max of 8 feet wide.

As to the need of a grading permit, we are in the process of getting that accomplished.

Again, thank you all for your part of making it possible for us to access and enjoy the lower third of out lot.

Chriss, please pass this to appropriate city officials

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CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 26-06

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by **Randall Tesdahl** for the following use:

Conditional Use Permit to build an access trail in the Mississippi River Bluff at 16892 Yale St NW

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

Lot 6, Block 1, Mississippi Heights, Sherburne County, Minnesota

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

Randall Tesdahl & Margaret Tesdahl Trust, owner

Conditions. The Permit is issued subject to the following conditions:

1. The applicant shall have the pathway professionally engineered and designed to ensure long-term slope stability and minimize erosion potential.
2. The pathway width shall accommodate safe access without encumbering ADA mobility requirements and shall not exceed 8 feet in width.
3. The pathway shall be designed with the flattest practical grade to reduce erosion and improve accessibility.
4. Existing vegetation shall be preserved to the greatest extent practicable, with only selective removal permitted as necessary for construction.
5. Appropriate erosion and sediment control measures shall be installed and maintained during construction.

DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032

Notary Public



Request for Action

To
City Council

Item Number
7.2

Meeting Date
July 20, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Motor Vehicle Repair, Uval
Butuc - 18332 Joplin St NW

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. The Conditional Use Permit shall authorize only vehicle body work and no mechanical repair work, including engine, transmission, drivetrain, exhaust, or similar vehicle repairs, shall be conducted on the property.
2. All repair activities shall occur entirely within the enclosed building, and all openings in the building envelope shall be closed when repair activities are occurring.
3. The north side of the back parking lot shall be screened, as shown on the Staff Exhibit 7-20-2026, by a factory-finished six-foot high, 100 percent opaque fence.
4. The outdoor storage of operable vehicles shall be allowed only in the designated parking stalls leased to the applicant, one vehicle deep, and shall not be within any drive lanes.
5. No outdoor storage of inoperable (non-roadworthy vehicles), abandoned vehicles, vehicle parts, equipment, materials, or repair-related items shall be permitted.
6. This approval does not authorize motor vehicle sales, vehicle display for sale, or any other use not specifically approved herein.
7. All parking stalls on the property shall be striped in accordance with City Ordinance, Section 30-892.
8. The applicant and/or property owner shall ensure that any vehicle stored outside does not leak fuels or other hazardous materials onto the ground.
9. Paints, chemicals, or other hazardous materials shall be handled and disposed of in accordance with the Minnesota Pollution Control Agency (MPCA).
10. Schedule a site visit with the city building official and fire marshal to inspect the building for compliance with all state and local building codes.
11. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.

Background/Discussion

The Elk River Vision

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Motor vehicle repair facilities are allowed within the Business Park zoning district, subject to approval of a Conditional Use Permit (CUP). The applicant is requesting approval of a CUP to operate a motor vehicle repair business within an existing building located in the Business Park (BP) zoning district. The proposed use consists exclusively of body work and repair activities involving vehicle body panels and exterior finishes. The applicant has indicated that no mechanical repairs, including engine, transmission, drivetrain, or similar work, will occur on the property. The applicant is also proposing outdoor storage of vehicles which will need to be screened in accordance with the city code.

Public Comment

Staff received a phone call from the management company of the building/property directly to the south. They indicated that Kepner Cleaning, on the subject parcel, was utilizing parking on the neighboring parcel, with permission, but wanted to make sure that future parking demand was not created where their parcel would be utilized.

One tenant expressed concerns about the potential noise impacts this business could have on the surrounding office spaces, as it conducts business.

Planning Commission

During the public hearing, two residents expressed concerns about noise and the appearance of the property. The Planning Commission questioned what exactly the use would be. Staff clarified it was body work, and the applicant used the term cosmetic repair. The staff report outlined that the proposed use consists exclusively of body work and repair activities involving vehicle body panels and exterior finishes. To address the noise concerns, the commission recommended that Condition #2 be amended to indicate that all openings in the building envelope need to be closed when repair activities occur.

Staff also recommended that Condition # 3 be amended to state that only the north side of the back parking lot be screened, versus the entire parking lot.

The commission unanimously recommended approval of the request with the two amendments to the conditions.

The conditions of approval reflect that only cosmetic/body work is being requested and that inoperable (non-roadworthy vehicles), abandoned vehicles, vehicle parts, equipment, materials, or repair-related items cannot be stored outside.

History

June 8, 2026 - The applicant and property owner were notified that damaged vehicles were being stored on the property before CUP approval, which is not permitted, and were given until June 10, 2026, to remove them. At that time, they removed the vehicles. This was before the Planning Commission meeting.

July 8, 2026 - Staff received a photo showing damaged vehicles once again being stored on the property, including some of the same vehicles that had previously been removed. Staff notified the applicant and property owner that all damaged vehicles were to be removed by July 10, 2026. As of July 13, 2026, the vehicles had not been removed, and it appeared that additional vehicles had been brought onto the site.

July 14, 2026 – The applicant spoke with staff at city hall, and staff informed him that they would be recommending denial of the application if the noncompliant vehicles were not removed.

July 15, 2026 – Staff visited the property and confirmed that all the vehicles had been removed.

Financial Impact

None

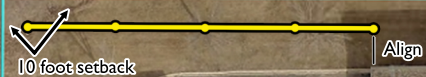
Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. Staff Exhibit 7-20-2026
2. Planning Commission Memo dated June 23, 2026
3. CU 26-07 Conditional Use Permit

Recommended Fencing



75-00616-0110

1



Request for Action

To
Planning Commission

Item Number
5.2

Meeting Date
June 23, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Auto Repair, Uval Butuc -
18332 Joplin St NW

Reviewed by
Zack Carlton

Action Requested

Recommend, by motion, approval of the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. The Conditional Use Permit shall authorize only vehicle body work and no mechanical repair work, including engine, transmission, drivetrain, exhaust, or similar vehicle repairs, shall be conducted on the property.
2. All repair activities shall occur entirely within the enclosed building.
3. The entire back parking lot shall be screened by a six-foot high 100 percent opaque fence constructed of factory-finished metal or vinyl material.
4. The outdoor storage of operable vehicles shall be allowed only in the screened in area.
5. The outdoor storage of inoperable or abandoned vehicles, vehicle parts, equipment, materials, or repair-related items is prohibited.
6. This approval does not authorize motor vehicle sales, vehicle display for sale, or any other use not specifically approved herein.
7. The parking lots shall be striped.
8. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.

Background/Discussion

Motor vehicle repair facilities are allowed within the Business Park zoning district subject to approval of a Conditional Use Permit (CUP). The applicant is requesting approval of a CUP to operate a motor vehicle repair business within an existing building located in the Business Park (BP) zoning district. The proposed use consists exclusively of body work and restoration activities involving vehicle body panels and exterior finishes. The applicant has indicated that no mechanical repairs, including engine, transmission, drivetrain, or similar work, will occur on the property. The applicant is also proposing outdoor storage of vehicles which will need to be screened in accordance with city code.

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The business will employ approximately five employees and operate between the hours of 9:00 a.m. and 5:00 p.m. Vehicle repair and maintenance activities will occur entirely within the building.

The property has 43 parking stalls in front of the building with additional parking spaces behind the building.

Public Comment

Staff received a phone call from the management company of the building/property directly to the south. They indicated that Kepner Cleaning, on the subject parcel, was utilizing parking on the neighboring parcel, with permission, but wanted to make sure that future parking demand was not created where their parcel would be utilized.

Applicable Regulations

The issuance of a Conditional Use Permit can be ordered only if the use at the proposed location:

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

The proposed use is limited to body work repair activities conducted entirely within an enclosed building. The applicant has stated that no mechanical repairs will occur on-site, reducing the potential for noise, odors, hazardous materials, and other impacts commonly associated with full-service automotive repair facilities. No outdoor storage of parts, equipment, or materials is proposed. Subject to compliance with all conditions of approval, staff find that the proposed use will not adversely affect neighboring properties or the general welfare of the area.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

The property is guided Industrial in the Comprehensive Plan. The Industrial land use category is intended to accommodate both light and heavy industrial businesses, including manufacturing, warehousing, and similar employment-generating activities located near major transportation corridors.

The proposed operation functions as a light industrial-type business involving vehicle restoration and repair activities within an enclosed building. The use supports employment opportunities and is compatible with the industrial character envisioned for the area.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

There is no vacant land adjacent to the subject parcel and the proposed use will occupy an existing building and does not require significant site modifications. The operation is compatible with other commercial and industrial uses anticipated within the Business Park district. Staff find that the proposed use will not impede the orderly development of surrounding land.

Staff do not see a need to impose specific conditions to satisfy this standard.

4. *Will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and*

will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.

The property is served by existing public streets and municipal utilities. The proposed operation includes five employees and a limited number of customer and business vehicles. Six parking stalls are provided, exceeding the minimum parking requirement of five stalls. Due to the limited scale of the operation and the absence of retail vehicle sales, significant traffic generation is not anticipated. Staff find that the proposed use can be adequately served by existing public facilities and services and will not create traffic congestion or interfere with surrounding roadways.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

All repair activities are proposed to occur indoors within an enclosed structure. The applicant has indicated that only body work will occur and that no mechanical repair work will be performed. The limited operational scope and indoor nature of the use are expected to minimize noise and other potential nuisances. If the applicant proposes the installation of a paint booth or similar facility, a building permit will be required, and the operation will need to meet all standards to ensure odors do not impact adjacent tenant spaces.

As motor vehicle sales are not permitted within the Business Park zoning district, approval of this CUP does not authorize the display, marketing, or sale of vehicles from the property. Any vehicle present on-site shall be associated solely with the approved repair business. Additionally, all vehicles stored on-site shall be operable, currently registered, or otherwise legally authorized for repair and restoration activities as permitted by City Code.

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

The request involves occupancy of an existing developed site and building. No natural, scenic, or historic features have been identified that would be impacted by the proposed use.

Staff do not see a need to impose specific conditions to satisfy this standard.

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

Motor vehicle repair facilities are permitted within the Business Park zoning district through the Conditional Use Permit process. Subject to compliance with all applicable City Code provisions, building and fire code requirements, and the conditions of approval contained herein, the proposed use can comply with all applicable regulations.

Staff recommend the entire back parking lot be screened to address all the outdoor storage occurring on site, which is required in the BP district.

If denial of such a permit should occur, it shall accompany recommendations or determinations by findings or a report stating how the proposed use does not comply with the standards set forth in Section 30-654.

Financial Impact

None.

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. CU 26-07 Location Map
2. Narrative
3. Building Plan
4. Staff Exhibit



Project Location Map

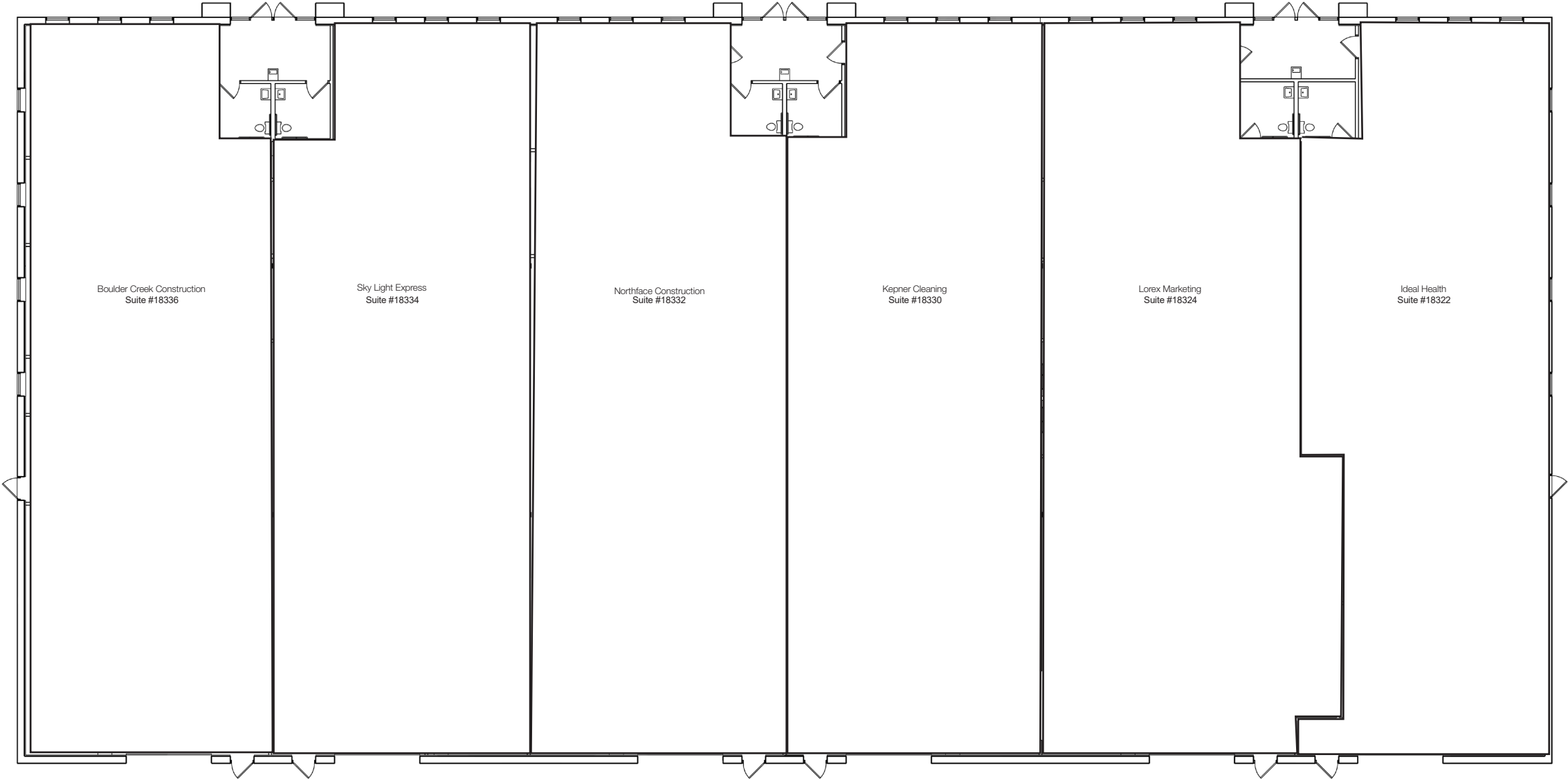
Vibe Auto Motor
Conditional Use Permit

Case No: CU 26-07

The narrative is your opportunity to describe, promote, and sell your proposal to the Planning Commission and/or City Council before the meeting(s). Please fill in the following information *explaining* your request in detail (*type N/A if not applicable*). Describe the scope of your project (what is being proposed)? *For example: we are proposing the construction of a new daycare facility or, to allow for a motor vehicle sales office with motor vehicle repairs in X-square feet of the existing building.*

We would like to use this property as a cosmetic repair shop (cosmetic meaning the shell of a vehicle). All said vehicles will be and are owned by us. We will not perform mechanical repairs of any kind, including but not limited to engines, transmissions, or drivetrain components whatsoever. Thank you.

Hours of Operation	9 am-5 pm may differ on some days*
Number of Employees	5
Number of parking stalls required by ordinance: City Ordinance Section 30-903 outlines these requirements.	5
Number of existing and proposed parking stalls	6
If screening, not associated with outdoor storage, is being proposed, what will it consist of?	N/A
What are the proposed building materials? <i>The required building materials vary from zoning district to zoning district.</i>	N/A
Is outdoor storage being proposed? If yes, detail what is being stored, how much/many, and what is the proposed screening? City Ordinance Section 30-807 outlines these requirements.	N/A





CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 26-07

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by **Uval Butuc** for the following use:

Conditional Use Permit for a motor vehicle repair shop in the Business park (BP) zoning district

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

**That part of Lot 1, Block 1, Country Crossing Business Center Second Addition, Sherburne County, Minnesota, lying North of a line described as follows:
Commencing at the Northeast corner of said Lot 1; thence Southerly along the East line of said Lot 1 a distance of 260.00 feet to the point of beginning of said line to be hereinafter described; thence West, perpendicular to said East line of Lot 1 to the West line of said Lot 1 and there terminating.**

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

Joplin Street LLC, owner

Conditions. The Permit is issued subject to the following conditions:

- 1. The Conditional Use Permit shall authorize only vehicle body work and no mechanical repair work, including engine, transmission, drivetrain, exhaust, or similar vehicle repairs, shall be conducted on the property.**
- 2. All repair activities shall occur entirely within the enclosed building and all openings in the building envelope shall be closed when repair activities are occurring.**

3. The north side of back parking lot shall be screened, as shown on the staff exhibit, by a six-foot high 100 percent opaque fence constructed of factory finished metal or vinyl material.
4. The outdoor storage of operable vehicles shall be allowed only in the screened in area and in the applicants leased storage space.
5. No outdoor storage of inoperable or abandoned vehicles, vehicle parts, equipment, materials, or repair-related items shall be permitted.
6. This approval does not authorize motor vehicle sales, vehicle display for sale, or any other use not specifically approved herein.
7. The parking lots need to be striped.
8. The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.

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

Lapse. If within two (2) years of the issuance of the Permit the proposed work described in a conditional use permit has not been substantially completed, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period determined by the council on the receipt of a request for a permit extension prior to its expiration. A conditional use permit authorizes only the use specified in the permit and shall expire if, for any reason, the authorized use ceases for more than six (6) months.

Criminal Penalty. Both the owner and any occupant of the Subject Property are responsible for compliance with the permit. Violation of the terms of the Permit is a criminal misdemeanor.

Recording. The Permit shall be recorded against the title to Subject Property.

Dated: July 20, 2026.

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
City Clerk Justin Dunford

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 20th day of July,

2026, by John J. Dietz and Justin Dunford, respectively, the Mayor and City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032



Request for Action

To
City Council

Item Number
10.1

Meeting Date
July 20, 2026

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

Item Description
Joint Session With Parks & Recreation Commission
- PIF CIP Discussion and Framework Plan Kickoff

Reviewed by
Jeff Shelby
Cal Portner
Justin Dunford

Action Requested

Discuss the Park Improvement Fund CIP and kick off the Framework Plan process facilitated by ISG (project consultant).

Background/Discussion

The Parks & Recreation Commission met on July 8 and unanimously recommended, by those in attendance (5-0), the included Capital Improvement Plan.

This CIP, pending City Council action, has a significant increase in fund allocation to the Park Improvement Fund. Currently, the Liquor Fund transfers \$250,000 annually as the PIF primary source of funding beyond grants/sales tax initiatives. The fund has numerous capital improvements to maintain current levels of services. The Commission has requested the transfer be increased based on the following schedule:

- 2026 = \$250,000
- 2027 = \$500,000
- 2028 = \$750,000
- 2029 = \$1,000,000
- 2030 = \$1,000,000
- 2031 = \$1,000,000

Further, the Parks & Rec Commission expressed concerns that several maintenance items (i.e., the turf painter and Ginzu trail groomer) are funded utilizing the PIF CIP rather than the General Fund. These assets are necessary to maintain current service levels.

The City Council and Park and Recreation Commission will discuss the CIP and help influence the development of our Park and Recreation Framework plan for priorities, goals, and objectives going forward. ISG staff will facilitate a 20-minute breakout session with Council and Commission members working together before bringing feedback to be reviewed and shared together in the Joint Session.

The Elk River Vision

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

Financial Impact

The Liquor Fund is currently not in a financial position to provide the additional increase at this time. The existing Northbound store has not been sold, and the new store construction bonds will be drawn from that fund. The Liquor Fund is currently within \$400,000 of its required minimum fund balance for reserve funds.

Mission/Policy/Goal

Support the growth and development of the community. Work with citizens to achieve goals.

Attachments

None



Request for Action

To
City Council

Item Number
10.2

Meeting Date
July 20, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Craft Updated City Mission and Vision Statements

Reviewed by
Justin Dunford

Action Requested
Discuss and provide staff direction

Background/Discussion

In February 2016, the City Council and senior management staff met to review the adopted long-term plans, such as the Comprehensive Plan, Parks Master Plan, Master Gravel Mining Plan, Mississippi Connections Plan, FAST, and Capital Improvement Plan.

Following the review, the Council identified values they felt were important to the community and drafted and refined an updated vision statement. In 2017, the Council crafted a mission statement and identified short-term, mid-term, and long-term goals consistent with the adopted mission, vision, and long-term plans. Each year since, the Council and senior staff meet to review the vision and mission statements and to update their goals.

The mission and vision statements guide the goal implementation and the budgeting process.

The Council met on June 22, 2026, and identified a number of slight changes they wished to make to the mission and vision statements.

Financial Impact

The City Mission and Vision Statements have no direct financial impact. However, they are intended to justify future capital and operational budget expenditures.

Mission/Policy/Goal
N/A

Attachments

1. Vision Values Mission
2. CM Wagner Mission Vision Options

The Elk River Vision

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



The Elk River Vision

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

Elk River Value Statements

- **Welcome** a revolutionary spirit that fosters a culture of **exceptional service** and community participation.
- Nurture **resourcefulness** to leverage strengths and drive **community prosperity**.
- Cultivate/Revolutionize an environment to encourage and inspire diverse and **meaningful engagement**.

The Elk River Mission

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.

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.
- Improve citizen quality of life.
- Reflect the culture of citizens and what is important.
- Together we win.

Ideas submitted by CM Wagner, April 2025.

Mission

Together, council, staff, and citizens build a sustainable, thriving community where everyone can live, work, and play. Through collaboration and shared responsibility, we govern with integrity, adapting to the needs of our ever-changing world.

In partnership with our citizens, council and staff are committed to building a vibrant, sustainable community where everyone feels at home — a place to live, work, and play together. We are dedicated to nurturing an informed community, embracing transparency, and collaboration as we meet the challenges of a changing world together.

Together, council, staff, and citizens are building a sustainable, thriving community where everyone has the opportunity to live, work, and play. By fostering education, promoting shared knowledge, and valuing open dialogue, we empower a *fact-aware* community to shape our future in an ever-changing world.

In partnership with our citizens, council and staff work to build a sustainable and prosperous home for all. Through a shared commitment to education, informed decision-making, and open collaboration and transparency, we govern and grow together, ready to meet the future with unity and strength.

Vision

A resilient and welcoming community, leading with innovation, inclusive engagement, and exceptional service to build a sustainable, thriving future for generations to come.

"Rooted in Community, Growing for the Future"

"Building a Thriving Future Together"

6/22 Meeting Notes:

Mission

JW - Being mindful of changing trends but not trendy.

Leading with knowledge (not social media)

Leading with innovation

Looking forward even further if written today. Mindful of trends.

CP – coin replacement for “live, work, and play”?

JBC – Place people feel at home and connected with their neighbors

JF- Everyone having ownership in their community.

JBC Submission:

Vision: An innovative and welcoming community striving for inclusive engagement and exceptional service to provide connection, restoration, and the most positive life possible for all.



Request for Action

To
City Council

Item Number
10.3

Meeting Date
July 20, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Review and Update City Council Goals

Reviewed by
Justin Dunford

Action Requested
Discuss and provide staff direction to update City Council goals.

Background/Discussion
The Council reviewed and discussed its goals at the annual Council/Staff retreat on June 22, 2026. The Council should review the redlined version of the goals, suggest and discuss additions, changes or deletions of those goals.

The final goals list will be approved at a Regular Council Meeting.

Financial Impact
N/A

Mission/Policy/Goal
The goals fulfill the City Council's Mission and Community Vision.

Attachments
I. 2027 Goals Redline

The Elk River Vision

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



Current Adopted Goals

Approved June 2025

Short-term (2025-26)

- Commercial Development
- Budget and sinking fund for building repair.
 - Transition of PW Facility bond to general levy (ongoing)
- Craft a Cost Participation Policy for Trail and Street Improvement Projects
- Fire Station #1 Construction
- ~~Cannabound fully staffed and operational~~
- ~~Northbound Liquor Construction~~
- 193rd Ave NW Cul-de-sac
- Implement Police Attrition Plan
- Park Asset Review – Neighborhood Playground Replacement
- Babcock Park parking lot improvements
- Assess availability of NorthStar Park and Ride Property Acquisition
- Review Impact of Street Reconstruction on business – Economic support
- Traffic Control Measures – School St./TH 169 during high-volume travel periods
- Industrial/Business Park Property

Mid-term (2030)

- Acquire business park land.
 - Assist developers with private acquisition as needed.
- Commercial development
 - CRT Zoning District
 - Hotel/Hospitality Growth
- Oak Knoll/Hale's Field improvement - collaboration with ISD #728
- Parks and Rec app – directions, ads, amenities, park features
- Communitywide Strategic Planning Implementation (downtown district)
- Implementation of Athletic Field Framework Plan
- Implementation of new Housing Study recommendations (workforce housing)
- Electronic Billboard Planning and Development
- Implement Police Attrition Plan
- Gravel Road Paving Plan

Long-term (2035)

- Urban Service Area expansion
- C/I development
- Trail connections
- Pedestrian Trail Connection downtown over/under the railroad and TH10.
- More retail development in western Elk River
- Riverwalk from Orono Park to City of Ramsey
- Highway 10 safety and mobility improvements, 165th Ave to Jarvis St.
- TH169 and 225th Avenue Safety Improvements
- Implementation of Downtown Small Area Study recommendations
- County Fairgrounds Development

- CRT Zoning review/update
- Implement Athletic Field Framework Plan
- Consider Wapiti Campground acquisition if available



Request for Action

To
City Council

Item Number
12.1

Meeting Date
July 20, 2026

Prepared By
Lori Stich, Finance Manager

Item Description
June Financial Reports

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Information only.

Background/Discussion

This report provides summary information regarding the overall level of revenues and expenditures in the General Fund, the Community Event Center Special Revenue Fund, and the Enterprise Funds. These funds provide an important picture of the city's financial health.

For June, actual revenues (excluding property taxes and transfers-in) and expenditures should run about 50% of the annual budget. It is natural for some items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from budget are highlighted below, accompanied by a general discussion of the variance.

General Fund

Revenues:

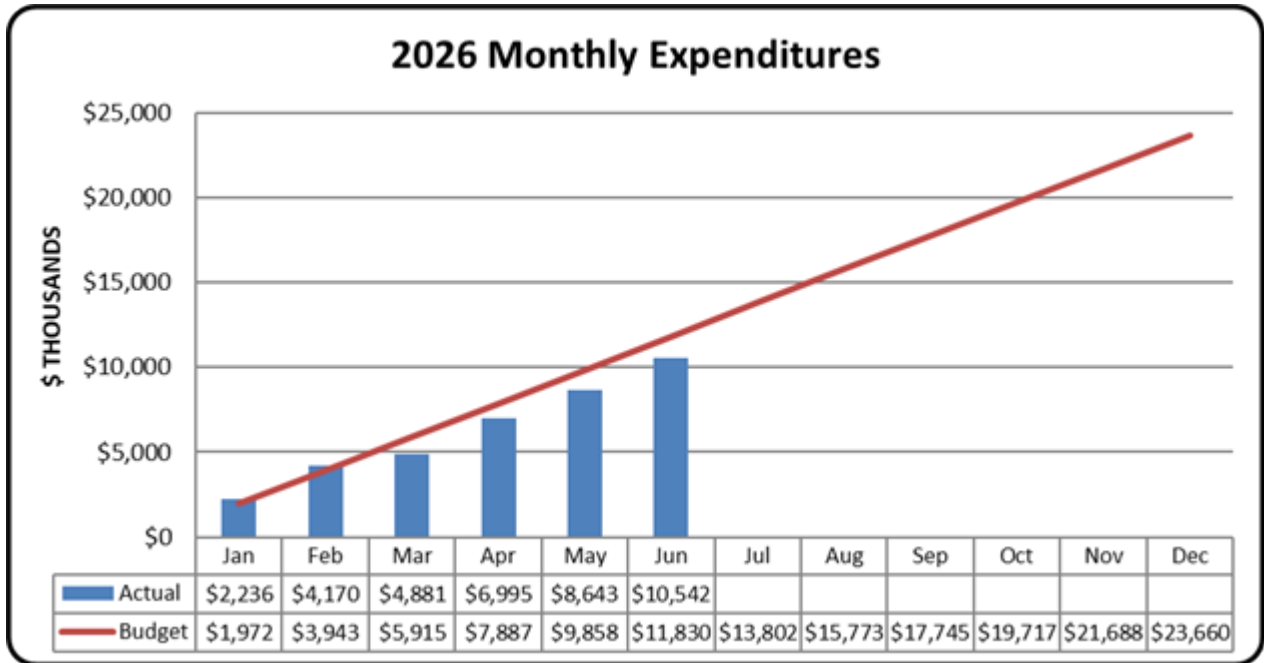
- June revenues include the 70% advance of the first half of the property tax settlement. The remaining balance is received in July.
- License & permit collections are 60% of budget estimates, consisting primarily of building-related permits and liquor licenses.
- Charges for services are about 81% of estimates, with plan check fees, recreation fees, the first half of the 2026-27 school liaison contract, and the second half of the Otsego fire contract making up the majority of June collections.
- Transfers-in consist of ERMU's 5% May monthly electric revenues. The remaining transfers-in will be recorded mid-year.

The Elk River Vision

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

Expenditures:

- Total departmental expenditures are about 45% of budget. Most departments are within or below budget estimates.



FTCenter

Through the end of June, revenues of \$1,102,710 exceed expenditures of \$989,910 by \$112,800. The majority of June collections consist of ice and facility rentals, while expenditures are primarily attributable to personal services and utilities.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. June Financial Reports

General Fund

As of:

6/30/2026**50.00% OF YEAR COMPLETED****REVENUES****Budget****YTD Actual****% of budget****Budget Balance****Taxes**

101-3-0000-3111	Current Ad Valorem Taxes	16,864,450.00	6,013,800.31	35.66%	10,850,649.69
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	636.93	0.00%	(636.93)
101-3-0000-3121	Gravel Tax	220,000.00	9,623.97	4.37%	210,376.03
101-3-0000-3131	Penalties/Interest	0.00	850.09	0.00%	(850.09)
Total Taxes		17,084,450.00	6,024,911.30	35.27%	11,059,538.70

Licenses & Permits

101-3-0000-3211	Liquor License	85,000.00	80,870.00	95.14%	4,130.00
101-3-0000-3212	THC License	5,000.00	4,900.00	98.00%	100.00
101-3-0000-3213	Cigarette License	4,000.00	600.00	15.00%	3,400.00
101-3-0000-3214	Rental License	65,000.00	18,295.00	28.15%	46,705.00
101-3-0000-3216	Mining License	27,000.00	27,398.70	101.48%	(398.70)
101-3-0000-3217	Garbage Hauler License	2,500.00	0.00	0.00%	2,500.00
101-3-0000-3218	Other Business License/Permit	18,000.00	9,845.00	54.69%	8,155.00
101-3-0000-3229	NPDES Permit	17,000.00	12,250.00	72.06%	4,750.00
101-3-0000-3231	Building Permit	550,000.00	301,578.72	54.83%	248,421.28
101-3-0000-3232	Plumbing/Heating Permit	180,000.00	115,493.32	64.16%	64,506.68
101-3-0000-3233	Permit Surcharge	700.00	5,300.47	757.21%	(4,600.47)
101-3-0000-3235	Animal License	500.00	450.00	0.00%	50.00
101-3-0000-3237	Other Non-Business Lic/Permit	30,000.00	16,464.86	54.88%	13,535.14
Total Licenses & Permits		984,700.00	593,446.07	60.27%	391,253.93

Intergovernmental Revenue

101-3-0000-3322	MV Credit	6,000.00	0.00	0.00%	6,000.00
101-3-0000-3323	Fire State Aid	300,000.00	1,000.00	0.33%	299,000.00
101-3-0000-3325	Police 2% Aid	425,000.00	0.00	0.00%	425,000.00
101-3-0000-3326	Police Training Reimb	35,000.00	0.00	0.00%	35,000.00
101-3-0000-3329	State Crime Prevention Grant	50,000.00	22,096.35	44.19%	27,903.65
101-3-0000-3330	Other State Grants	0.00	0.00	0.00%	0.00
Total Intergovernmental Revenue		816,000.00	25,148.35	3.08%	790,851.65

Charges for Services

101-3-0000-3412	Planning & Zoning Fees	25,000.00	18,740.00	74.96%	6,260.00
101-3-0000-3413	Plan Check Fee	230,000.00	114,029.85	49.58%	115,970.15
101-3-0000-3415	Special Assessment Search	500.00	60.00	12.00%	440.00
101-3-0000-3417	Copies	1,500.00	836.68	55.78%	663.32
101-3-0000-3418	Other General Govt Services	0.00	0.00	0.00%	0.00
101-3-0000-3430	Lockout Fees	3,000.00	1,060.00	35.33%	1,940.00
101-3-0000-3431	Police Services	50,000.00	8,231.42	16.46%	41,768.58
101-3-0000-3432	School Liaison	200,000.00	209,974.50	104.99%	(9,974.50)
101-3-0000-3434	Animal Impound Fee	500.00	400.00	80.00%	100.00
101-3-0000-3436	Fire Contracts	480,050.00	488,701.65	101.80%	(8,651.65)
101-3-0000-3437	Fire Services	5,000.00	0.00	0.00%	5,000.00
101-3-0000-3438	Fire Inspections	0.00	0.00	0.00%	0.00
101-3-0000-3451	Street Services	35,000.00	14,942.08	42.69%	20,057.92
101-3-0000-3452	Engineering Services Reimb	20,000.00	0.00	0.00%	20,000.00
101-3-0000-3461	Recreation Fees	52,500.00	52,202.50	99.43%	297.50
101-3-0000-3462	Sr Center Activities	55,500.00	24,272.66	43.73%	31,227.34
101-3-0000-3463	Farmer's Market	15,000.00	25,544.00	170.29%	(10,544.00)
101-3-0000-3469	Elk RiverFest	15,000.00	14,280.00	95.20%	720.00

101-3-0000-3472	Park Use Fee	77,000.00	52,365.07	68.01%	24,634.93
101-3-0000-3475	Building Rent	0.00	2,427.50	0.00%	(2,427.50)
101-3-0000-3483	Sewer Inspection Fee	15,000.00	11,900.00	79.33%	3,100.00
101-3-0000-3484	Contractor License Check	1,200.00	710.00	59.17%	490.00
Total Charges for Services		1,281,750.00	1,040,677.91	81.19%	241,072.09
Fines & Forfeits					
101-3-0000-3510	Court Fines	170,000.00	52,350.57	30.79%	117,649.43
Total Fines & Forfeits		170,000.00	52,350.57	30.79%	117,649.43
Other Revenue					
101-3-0000-3621	Interest Income	200,000.00	0.00	0.00%	200,000.00
101-3-0000-3625	Refunds & Reimbursements	175,000.00	15,491.70	8.85%	159,508.30
101-3-0000-3626	Contributions	27,000.00	31,000.00	114.81%	(4,000.00)
101-3-0000-3629	Miscellaneous Revenue	12,000.00	5,852.70	48.77%	6,147.30
Total Other Revenue		414,000.00	52,344.40	12.64%	361,655.60
Transfers In					
101-3-0000-3926	Transfer-Capital Outlay Reserv	89,000.00	0.00	0.00%	89,000.00
101-3-0000-3942	Transfer-WWTS	187,200.00	0.00	0.00%	187,200.00
101-3-0000-3943	Transfer-Liquor	850,000.00	0.00	0.00%	850,000.00
101-3-0000-3944	Transfer-Garbage	62,400.00	0.00	0.00%	62,400.00
101-3-0000-3945	Transfer-Utilities	1,500,000.00	770,526.65	51.37%	729,473.35
101-3-0000-3946	Transfer-Stormwater	130,000.00	0.00	0.00%	130,000.00
101-3-0000-3948	Transfer-EDA	49,900.00	0.00	0.00%	49,900.00
101-3-0000-3949	Transfer-HRA	40,550.00	0.00	0.00%	40,550.00
Total Transfers In		2,909,050.00	770,675.72	26.49%	2,138,374.28
TOTAL GENERAL FUND REVENUES		23,659,950.00	8,559,554.32	36.18%	15,100,395.68

General Fund

As of:

6/30/2026

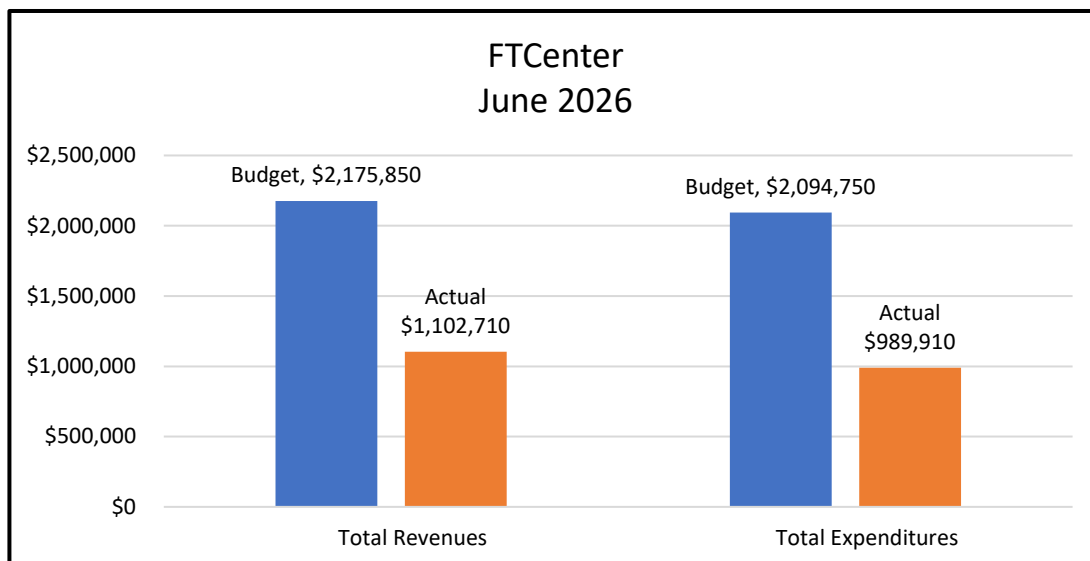
50.00% OF YEAR COMPLETED

EXPENDITURE SUMMARY

	Budget	YTD Actual	% of budget	Budget Balance
General Government				
City Council	243,150.00	91,023.36	37.44%	152,126.64
Communications	554,850.00	243,289.36	43.85%	311,560.64
Administrative Services	722,950.00	310,893.89	43.00%	412,056.11
Human Resources	471,650.00	211,887.65	44.92%	259,762.35
Elections	53,550.00	6,523.40	12.18%	47,026.60
Finance	1,040,450.00	467,744.47	44.96%	572,705.53
Information Technology	846,850.00	379,949.19	44.87%	466,900.81
Legal	340,000.00	152,901.98	44.97%	187,098.02
Community Development / Planning	516,950.00	254,047.49	49.14%	262,902.51
Building Maintenance	1,165,950.00	509,632.37	43.71%	656,317.63
Total General Government	5,956,350.00	2,627,893.16	44.12%	3,328,456.84
Public Safety				
Police Administration	1,419,850.00	763,204.24	53.75%	656,645.76
Patrol	4,299,800.00	1,870,848.71	43.51%	2,428,951.29
Investigations	1,633,050.00	758,336.81	46.44%	874,713.19
Police Support Services	1,038,050.00	477,243.36	45.97%	560,806.64
Police Reserves	15,250.00	3,327.85	21.82%	11,922.15
Public Safety Building	229,300.00	82,746.23	36.09%	146,553.77
Fire Administration	1,533,000.00	510,300.72	33.29%	1,022,699.28
Fire Operations	646,300.00	334,960.46	51.83%	311,339.54
Emergency Management	34,250.00	25,798.34	75.32%	8,451.66
Building Safety	614,200.00	264,571.36	43.08%	347,378.64
Code Enforcement	142,150.00	62,995.88	44.32%	79,154.12
Environmental	77,050.00	32,409.01	42.06%	44,640.99
Total Public Safety	11,682,250.00	5,186,742.97	44.40%	6,493,257.03
Public Works				
Street Maintenance	1,885,900.00	819,289.77	43.44%	1,066,610.23
Snow Removal	398,200.00	274,983.41	69.06%	123,216.59
Equipment Services	465,400.00	208,007.87	44.69%	257,392.13
Engineering	411,300.00	180,494.55	43.88%	230,805.45
Total Public Works	3,160,800.00	1,482,775.60	46.91%	1,678,024.40
Culture & Recreation				
Parks Department	1,779,650.00	730,531.00	41.05%	1,049,119.00
Parks & Rec Admin	586,900.00	264,483.19	45.06%	322,416.81
Recreation Programs	147,750.00	75,496.47	51.10%	72,253.53
Farmers Market	73,800.00	31,250.73	42.35%	42,549.27
Sr Citizen Programs	272,450.00	119,044.46	43.69%	153,405.54
Total Culture & Recreation	2,860,550.00	1,220,805.85	42.68%	1,639,744.15
Economic Development				
Economic Development	0.00	24,172.03	0.00%	(24,172.03)
Energy City	0.00	0.00	0.00%	0.00
Total Economic Development	0.00	24,172.03	0.00%	(24,172.03)
TOTAL GENERAL FUND EXPENDITURES	23,659,950.00	10,542,389.61	44.56%	13,115,310.39
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,982,835.29)		1,985,085.29

**CITY OF ELK RIVER
FTCENTER - BUDGET TO ACTUAL
MONTH ENDED JUNE 30, 2026**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$990,000	\$423,434	42.77%
Admissions	10,000	7,556	75.56%
Dry Floor Events/Craft Shows	0	0	0.00%
Facility Rental	313,300	227,199	72.52%
Advertising/Naming Rights/Sponsorships	212,500	83,689	39.38%
Recreation fees (Skating/Hockey)	160,000	91,873	57.42%
Concessions/catering/vending	470,000	254,719	54.20%
Other Revenues (interest, etc.)	20,050	14,239	71.02%
Total Revenues	\$2,175,850	\$1,102,710	50.68%
Operating expenses:			
Personal services	\$1,006,450	\$487,146	48.40%
Supplies	273,900	131,333	47.95%
Other services & charges	661,250	298,552	45.15%
Capital Outlay	153,150	65,179	42.56%
Transfers Out	0	7,700	0.00%
Total Expenditures	\$2,094,750	\$989,910	47.26%
Revenues over/(under) expenditures	\$81,100	\$112,800	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED JUNE 30, 2026

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,845,000	\$ 4,168,862	47.13%									
Cost of sales	(6,344,000)	(2,636,803)	41.56%									
Gross profit	2,501,000	1,532,059	61.26%									
Operating revenues:												
User charges	-	-	-	\$ 2,868,500	\$ 1,261,981	43.99%	\$ 2,132,000	\$ 874,666	41.03%	\$ 680,500	\$ 293,385	43.11%
Delinquency collections	-	-	-	-	-	-	-	-	-	-	-	-
Other	5,400	2,705	50.10%	200,000	379,694	189.85%	-	-	-	-	-	-
Total operating revenues	5,400	2,705	50.10%	3,068,500	1,641,675	53.50%	2,132,000	874,666	41.03%	680,500	293,385	43.11%
Operating expenses:												
Personal services	1,395,350	577,895	41.42%	928,650	408,268	43.96%	29,400	12,994	44.20%	-	-	-
Supplies	40,000	8,397	20.99%	329,000	119,358	36.28%	2,000	-	0.00%	1,000	-	0.00%
Other service charges	708,100	331,844	46.86%	992,750	634,686	63.93%	1,923,400	787,612	40.95%	67,100	7,304	10.88%
Depreciation *	60,000	-	0.00%	1,710,000	-	0.00%	-	-	-	500,000	-	0.00%
Total operating expenses	2,203,450	918,136	41.67%	3,960,400	1,162,311	29.35%	1,954,800	800,606	40.96%	568,100	7,304	1.29%
Operating income (loss)	302,950	616,628	203.54%	(891,900)	479,363	-53.75%	177,200	74,060	41.79%	112,400	286,081	254.52%
Nonoperating revenues (expenses):												
Interest income	75,000	-	0.00%	130,000	-	0.00%	15,000	-	0.00%	35,000	-	0.00%
Interest expense/agent fees	-	-	-	(72,200)	(37,168)	51.48%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	75,000	-	0.00%	57,800	(37,168)	-64.30%	15,000	-	0.00%	35,000	-	0.00%
Income (loss) before contributions & transfers	377,950	616,628	163.15%	(834,100)	442,196	-53.01%	192,200	74,060	38.53%	147,400	286,081	194.08%
Contributions - connection fees	-	-	-	1,000,000	591,342	59.13%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	11,870	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,100,000)	-	0.00%	(187,200)	(4,100)	2.19%	62,400	-	0.00%	(130,000)	-	0.00%
NET INCOME (LOSS)	(722,050)	616,628	-85.40%	(21,300)	1,041,308	-4888.77%	254,600	74,060	29.09%	17,400	286,081	1644.14%
Items reclassified to balance sheet at year end:												
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	(130,000)	(811,026)	-	(182,200)	(269,717)	-	-	-	-	(100,000)	-	-
Bond Payment	-	-	-	(535,000)	(535,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(852,050)	(194,398)		(738,500)	236,591		254,600	74,060		(82,600)	286,081	

* Recorded at year-end



Request for Action

To
City Council

Item Number
12.2

Meeting Date
July 20, 2026

Prepared By
Lori Stich, Finance Manager

Item Description
2nd Quarter Investment Report

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Justin Dunford

Action Requested
Information only

Background/Discussion

The purpose of this report is to update the City Council on the status of the various investments the city maintains as of June 30, 2026.

Background

The investment policy complies with state statutes and generally follows the Government Finance Officers Association (GFOA) model.

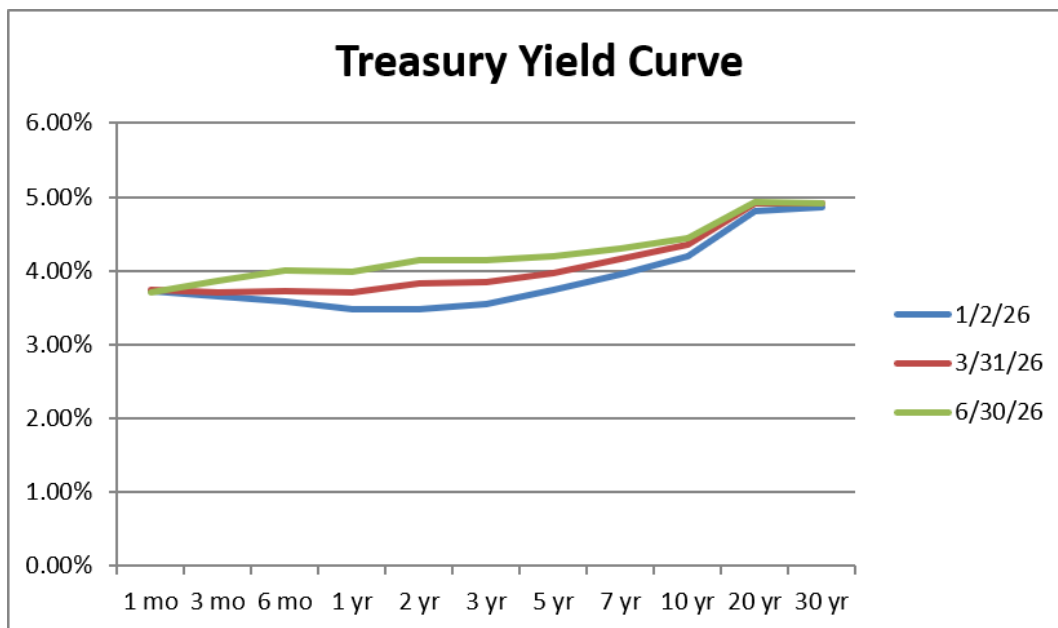
The investment goals for the City of Elk River are passive due to the allowable investments permitted under state statutes. The city has four objectives for investing. In order of importance, they are: 1) safety of principal, 2) liquidity, 3) return on investment, and 4) maintaining public trust. This means we are focused on not losing the original investment, having sufficient funds on hand to meet ongoing operating cash needs, getting a market rate of return, and not purchasing speculative investments.

State statutes limit the city's ability to invest in many risky types of investments. The city is generally limited to federal and state government obligations or agencies backed by them, rated debt of local governments, short-term highly rated commercial paper, certificates of deposit, and money market accounts (with collateralization if in excess of FDIC insurance amounts).

The city intends to hold investments until maturity, which means we will get the rate of return at which we invest our funds. The finance staff ensures the city is sufficiently liquid by continually updating our forecast on the anticipated cash flow needs over the next five-year period. We anticipate two large tax settlements each year, along with the regularly scheduled debt service payments. We also build in a reserve balance maintained in money market accounts in case of unexpected expenditures.

The Elk River Vision

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



Cities generally use a short-horizon benchmark such as the two-year Treasury Bill or some similar measure. As of 6/30/26, the two-year T-bill was at 4.14%, up from 3.82% on 3/31/26. Our current portfolio yield is roughly 4.44%.

Our primary reserve account is our 4M Fund, which is a money market account where many cities pool their funds. It currently yields 3.59% with daily withdrawal privileges. The city must maintain a strong diversified portfolio, prioritizing safety, liquidity, and flexibility in this market environment.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. 06-2026 Investment summary



Bond Summary

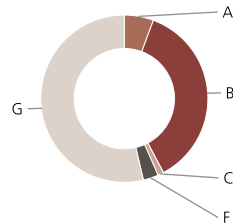
as of June 30, 2026

Bond Overview

Total quantity	52,036,000
Total market value	\$50,051,039.92
Total accrued interest	\$242,231.60
Total market value plus accrued interest	\$50,293,271.52
Total estimated annual bond interest	\$1,689,183.32
Average coupon	3.36%
Average current yield	3.37%
Average yield to maturity	4.44%
Average yield to worst	4.44%
Average modified duration	2.52
Average effective maturity	3.87

Credit Quality of Bond Holdings

Effective credit rating	Issues	Value on 06/30/2026 (\$)	% of port.
A Aaa/AAA/AAA	7	2,842,981.24	5.63
B Aa/AA/AA	39	18,407,518.56	36.58
C A/A/A	2	573,133.87	1.13
D Baa/BBB/BBB	0	0.00	0.00
E Non-investment grade	0	0.00	0.00
F Certificate of deposit	6	1,481,322.72	2.93
G Not rated	40	26,988,315.13	53.73
Total	94	\$50,293,271.52	100%

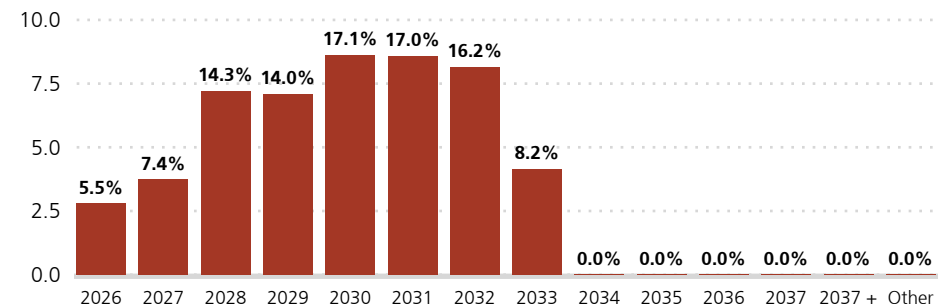


Investment Type Allocation

Investment type	Taxable (\$)	Tax-exempt / deferred (\$)	Total (\$)	% of bond port.
Asset/Mortgage	26,734,290.38	0.00	26,734,290.38	53.16
Certificates of deposit	1,481,322.72	0.00	1,481,322.72	2.95
Municipals	22,077,658.42	0.00	22,077,658.42	43.90
Total	\$50,293,271.52	\$0.00	\$50,293,271.52	100%

Bond Maturity Schedule

\$ Millions



Effective maturity schedule

Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.