



City Council

Regular Meeting & Work Session Agenda

Monday, August 17, 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 Agreements with Axon

4.3 193rd Avenue and Evans Street Roundabout — Property Acquisition and Easement Agreement Services

4.4 3.2 Percent Malt Liquor Off-Sale License: Kwik Trip, Inc.

4.5 Resolution 26-52: TIF 30 Assistance Agreement

4.6 Resolution 26-53: Approving a Deed to the Economic Development Authority Clarifying Ownership of Lot 1, Block 1 Northstar Business Park

4.7 Termination and Release of Lot Line Adjustments - Lot 1, Block 1 Northstar Business Park

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

4.9 Separation Agreement and Release - Dickinson

4.10 Separation Agreement and Release - Smith

4.11 Resolution 26-51: Premises Permit For CharitableMN dba Midwest Cheer Association

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 Oath of Office: Police Officer

- 6.3 Introduce New Employees
- 6.4 Recognize Communications Division for 2026 MAGC Awards
- 6.5 Recognize Promotion of Office Mark Edlund to Patrol Sergeant
- 6.6 Recognize and Thank Lauren Wipper
- 6.7 Recognize and Thank Kevin Beadles

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 Cornerstone Kia Expansion: Plat of Jabez Fourth Addition and Conditional Use Permit, Mississippi Highlands LLC - 17094 Vance St NW
- 7.2 Interim Use Permit: Residential Occupation (Hair Salon), Stacey Cleveland - 10218 187th Ave NW
- 7.3 Resolution 26-54: Easement Vacation: Stormwater Pipe Relocation, Crystal Distribution Inc (CDI) — 17560 Tyler St NW
- 7.4 Conditional Use Permit: Overhead Doors to Support Light Manufacturing, Crystal Distribution Inc (CDI) - 17560 Tyler St NW
- 7.5 Resolution 26-55: Northbound Liquor - Property Tax Abatement Bond

8. GENERAL BUSINESS

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

- 8.1 Call Special Council Meeting
- 8.2 Hearing on Potential Tobacco License Revocation: Star One, LLC

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 Fire Chief Recruitment

11. MOTION TO ADJOURN

The Elk River Vision

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

12. INFORMATION

12.1 July Financial Reports

The Elk River Vision

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



Request for Action

To
City Council

Item Number
4.1

Meeting Date
August 17, 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 August 17, 2026.

Background/Discussion
The details for the period ending August 17, 2026, are attached to this request for action.

Total for All Funds	\$1,539,571.39
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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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Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
AEGIR BREWING COMPANY LLC						
821						
8-05-2026 CU 25-03	1	CU25-03 REFUND - AEGIR BREWING	Invoice	08/05/2026	579.00	821-2200
Total 13949 AEGIR BREWING COMPANY LLC:					579.00	
ASPEN MILLS						
101						
379129	1	UNIFORMS - CHIEF POLO	Invoice	07/23/2026	62.15	101-4-2310-4217
101						
379924	1	UNIFORMS - ALLEN	Invoice	08/07/2026	84.99	101-4-2320-4217
Total 10749 ASPEN MILLS:					147.14	
DIAMOND MOWERS, LLC						
101						
311854	1	SUPPLIES	Invoice	08/06/2026	165.91	101-4-3120-4219
101						
311973	1	SPLINE INSERT KIT	Invoice	08/07/2026	384.61	101-4-3120-4219
Total 16347 DIAMOND MOWERS, LLC:					550.52	
DON BIRDSALL						
101						
7-31-26 DB	1	REIMB TRAINING - BIRDSALL	Invoice	07/31/2026	57.78	101-4-2130-4331
Total 12212 DON BIRDSALL:					57.78	
FEDEX						
101						
9-408-84495	1	SPEED TRAILER REPAIR SHIPPING	Invoice	08/05/2026	11.32	101-4-2110-4322
Total 18515 FEDEX:					11.32	
MONTICELLO ARENA						
221						
F26 BA ICE	1	F26 BREAKAWAY ICE PAYOUT	Invoice	07/30/2026	2,250.00	221-4-5410-4409
Total 27051 MONTICELLO ARENA:					2,250.00	
NEW FRANCE WINE CO						
603						
278358	1	LIQUOR	Invoice	07/28/2026	379.50	603-4-9111-4251
603						
278358	2	WINE	Invoice	07/28/2026	96.00	603-4-9111-4253
603						
278358	3	FREIGHT	Invoice	07/28/2026	7.50	603-4-9111-4332
Total 27999 NEW FRANCE WINE CO:					483.00	
OLSEN CHAIN & CABLE INC						
602						
742158	1	HOIST INSPECTIONS	Invoice	07/28/2026	1,639.34	602-4-9020-4404
602						
744340	1	REFURBISH HOISTS	Invoice	08/10/2026	1,748.75	602-4-9020-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13762 OLSEN CHAIN & CABLE INC:					3,388.09	
PRINCETON RENTAL INC						
101						
1-586358	1	SUPPLIES - SPRAYER	Invoice	08/11/2026	476.99	101-4-3120-4219
Total 10469 PRINCETON RENTAL INC:					476.99	
RECON ROBOTICS						
101						
77513	1	SWAT ROBOT REPAIRS	Invoice	07/31/2026	634.00	101-4-2120-4404
Total 14015 RECON ROBOTICS:					634.00	
RES SPECIALTY PYROTECHNIC						
101						
30438	1	FIREWORKS 7/25/26	Invoice	07/25/2026	25,200.00	101-4-1110-4409
Total 12429 RES SPECIALTY PYROTECHNIC:					25,200.00	
SHERBURNE COUNTY RECORDER						
101						
7-23-2026	1	RELEASE DEF ASSESSMENT LIEN -	Invoice	07/23/2026	46.00	101-4-1310-4440
101						
7-23-2026		Chk No: 132876 (1)	Calculated	08/03/2026		101-2020
7-23-2026		Chk No: 132876 (1)	Calculated	08/03/2026		101-2020
Total 32230 SHERBURNE COUNTY RECORDER:					46.00	
TWIN CITY HARDWARE						
101						
PSI2409353	1	SUPPLIES - DEADBOLTS	Invoice	07/28/2026	648.06	101-4-5110-4219
Total 34928 TWIN CITY HARDWARE:					648.06	
ULINE, INC						
101						
211418371	1	SUPPLIES - TRASH PICKERS	Invoice	08/03/2026	253.07	101-4-5110-4219
Total 35260 ULINE, INC:					253.07	
ADVANCE AUTO PARTS						
101						
6313621060249	1	PARTS #507	Invoice	07/29/2026	144.99	101-4-2410-4404
101						
6313621860613	1	PARTS - FIRE	Invoice	08/06/2026	144.99	101-4-2320-4221
Total 10168 ADVANCE AUTO PARTS:					289.98	
AMAZON CAPITAL SERVICES						
221						
14TR-MMC9-YW6Y	1	SUPPLIES - TRACTION SCREWS/WR	Invoice	08/05/2026	52.70	221-4-5400-4219
101						
166Y-7Q6T-6THQ	1	SUPPLIES	Invoice	07/28/2026	51.84	101-4-2310-4201
101						
19R6-XJCR-66MY	1	SUPPLIES - BATTERIES FOR AXON	Invoice	07/29/2026	15.99	101-4-2120-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1CR6-MKH4-7133	1	PRINTING TAPE	Invoice	07/28/2026	24.97	101-4-1120-4226
602						
1FC3-KQR9-4VWV	1	AC FAN MOTOR	Invoice	07/22/2026	30.50	602-4-9020-4219
101						
1FY3-KCWF-TG61	1	RETURN CREDIT	Invoice	08/04/2026	17.86-	101-4-2120-4219
101						
1FYR-G3NW-PCM7	1	EVIDENCE COMPUTER HARD DRIVE	Invoice	07/30/2026	455.99	101-4-2130-4219
101						
1H4M-YKJJ-64HV	1	EMERGENCY DIALER	Invoice	08/03/2026	263.35	101-4-5110-4219
101						
1HPT-3J3C-79KY	1	SUPPLIES	Invoice	07/28/2026	7.29	101-4-2310-4219
101						
1LW1-DJDK-C13Y	1	ELECTION SUPPLIES RETURN CRE	Invoice	08/03/2026	32.29-	101-4-1230-4219
101						
1MKK-YXT4-TFQW	1	MEDICAL BAG SUPPLIES	Invoice	08/06/2026	464.53	101-4-2310-4219
101						
1MVK-RKDG-47CG	1	OPERATION HYDRATION-HEALTH R	Invoice	08/03/2026	79.50	101-4-1220-4201
101						
1NYH-L4C9-W9J7	1	PROGRAM SUPPLIES	Invoice	07/27/2026	48.19	101-4-5510-4219
101						
1QPX-YL46-67RC	1	MISC SUPPLIES	Invoice	07/24/2026	127.00	101-4-2120-4219
101						
1R9G-HCY3-TWYX	1	REFUND - PARK VOLUNTEER SUPPL	Invoice	07/27/2026	39.99-	101-4-5210-4219
101						
1T7N-KNPG-9GLX	1	PROGRAM SUPPLIES	Invoice	08/10/2026	34.70	101-4-5510-4219
101						
1TCX-QW4R-4QKN	1	WATER CHALLENGE SUPPLIES	Invoice	07/20/2026	120.77	101-4-1220-4201
101						
1TPQ-9KND-P47V	1	RETURN CREDIT	Invoice	07/24/2026	17.86-	101-4-2120-4219
101						
1VWP-GMRJ-1TMG	1	PLASTIC KEY TAGS - 2026 ELECTIO	Invoice	08/06/2026	4.98	101-4-1230-4219
101						
1XJ7-4CJG-6TPW	1	RETURN - HOULTON CLEAN UP BAG	Invoice	07/28/2026	31.99-	101-4-5220-4219
221						
1XNP-CFLL-LV6H	1	CAFE DISPENSERS	Invoice	08/05/2026	68.97	221-4-5430-4219
101						
1Y4R-G4NN-VP4V	1	EVIDENCE COMPUTER HARD DRIVE	Invoice	07/21/2026	643.99	101-4-2130-4219
Total 13706 AMAZON CAPITAL SERVICES:					2,355.27	
ANITA DOUGLAS						
101						
1	1	ORONO EVENINGS 07/21/26	Invoice	07/29/2026	500.00	101-4-5220-4409
Total 52688 ANITA DOUGLAS:					500.00	
ARTISAN BEER COMPANY						
603						
3875956	1	BEER	Invoice	07/29/2026	332.20	603-4-9111-4252
603						
3875957	1	BEER	Invoice	07/29/2026	266.15	603-4-9151-4252
603						
3875958	1	BEER	Invoice	07/29/2026	36.90	603-4-9151-4252
603						
3875959	1	THC PRODUCTS	Invoice	07/29/2026	22.00	603-4-9151-4256

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3877952	1	BEER	Invoice	08/05/2026	189.20	603-4-9111-4252
603						
3877953	1	THC PRODUCTS	Invoice	08/05/2026	405.95	603-4-9111-4256
603						
3877954	1	BEER	Invoice	08/05/2026	258.50	603-4-9151-4252
603						
458175	1	THC PRODUCTS CREDIT	Invoice	07/31/2026	211.02-	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					1,299.88	
ATLAS STAFFING, INC						
101						
701047	1	TEMP STAFF 7/20/26 - FACILITIES MA	Invoice	07/26/2026	1,008.00	101-4-1600-4409
101						
701082	1	TEMP STAFF 7/27/26 - FACILITIES MA	Invoice	08/02/2026	806.40	101-4-1600-4409
Total 52380 ATLAS STAFFING, INC:					1,814.40	
ATT LLC						
101						
S30160	1	SWAT SHIRTS	Invoice	07/29/2026	520.00	101-4-2120-4219
101						
S51784	1	SWAT SHIRTS	Invoice	08/03/2026	52.00	101-4-2120-4219
Total 15332 ATT LLC:					572.00	
AXON ENTERPRISE, INC.						
101						
INUS469253	1	AXON LICENSES	Invoice	08/01/2026	2,598.68	101-4-2120-4404
Total 13529 AXON ENTERPRISE, INC.:					2,598.68	
BDG INC						
602						
33048	1	SUPPLIES - TOOLS/NOZZLE	Invoice	07/31/2026	2,862.50	602-4-9020-4219
Total 19150 BDG INC:					2,862.50	
BEAUDRY OIL & SERVICE INC						
101						
3355833	1	SUPPLIES - GREASE	Invoice	07/30/2026	373.28	101-4-3150-4219
101						
3355838	1	SUPPLIES - GREASE	Invoice	07/30/2026	186.64	101-4-3150-4219
101						
3358198	1	PROPANE - FORKLIFTS	Invoice	08/03/2026	98.00	101-4-3150-4219
Total 11663 BEAUDRY OIL & SERVICE INC:					657.92	
BELLBOY CORPORATION						
603						
212172700	1	LIQUOR	Invoice	08/04/2026	468.25	603-4-9111-4251
603						
212172700	2	WINE	Invoice	08/04/2026	176.00	603-4-9111-4253
603						
212172700	3	FREIGHT	Invoice	08/04/2026	11.55	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
301220000	1	THC PRODUCTS	Invoice	08/04/2026	88.00	603-4-9111-4256
603						
301220000	2	FREIGHT	Invoice	08/04/2026	1.65	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					745.45	
BENEFIT EXTRAS, INC.						
101						
1792079	1	COBRA ADMINISTRATION-JULY	Invoice	08/11/2026	253.75	101-4-1220-4319
Total 52492 BENEFIT EXTRAS, INC.:					253.75	
BENJAMIN GOMEZ						
821						
8-07-2026 IU 25-01	1	IU 25-01 REFUND GOMEZ	Invoice	08/07/2026	729.00	821-2200
Total 52695 BENJAMIN GOMEZ:					729.00	
BERGANKDV, LTD.						
101						
1289346	1	AUDIT SERVICES	Invoice	07/31/2026	7,925.00	101-4-1310-4301
602						
1289346	2	AUDIT SERVICES	Invoice	07/31/2026	2,377.50	602-4-9010-4301
603						
1289346	3	AUDIT SERVICES	Invoice	07/31/2026	1,981.25	603-4-9112-4301
603						
1289346	4	AUDIT SERVICES	Invoice	07/31/2026	1,981.25	603-4-9152-4301
605						
1289346	5	AUDIT SERVICES	Invoice	07/31/2026	792.50	605-4-9210-4301
607						
1289346	6	AUDIT SERVICES	Invoice	07/31/2026	792.50	607-4-9310-4301
Total 14652 BERGANKDV, LTD.:					15,850.00	
BERNICK'S						
603						
10520114	1	POP/MISC	Invoice	07/29/2026	90.00	603-4-9111-4255
603						
10520115	1	BEER	Invoice	07/29/2026	1,389.95	603-4-9111-4252
603						
10520116	1	POP/MISC	Invoice	07/29/2026	222.15	603-4-9151-4255
603						
10520117	1	BEER	Invoice	07/29/2026	741.55	603-4-9111-4252
603						
10522966	1	POP/MISC	Invoice	08/05/2026	107.40	603-4-9111-4255
603						
10522967	1	THC PRODUCTS	Invoice	08/05/2026	75.50	603-4-9111-4256
603						
10522968	1	BEER	Invoice	08/05/2026	6,541.75	603-4-9111-4252
603						
10522969	1	THC PRODUCTS CREDIT	Invoice	08/05/2026	43.04-	603-4-9111-4256
603						
10522970	1	BEER CREDIT	Invoice	08/05/2026	4.18-	603-4-9111-4252
603						
10522971	1	POP/MISC	Invoice	08/05/2026	207.35	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10522972	1	THC PRODUCTS	Invoice	08/05/2026	72.00	603-4-9151-4256
603						
10522973	1	BEER	Invoice	08/05/2026	3,840.85	603-4-9151-4252
Total 11950 BERNICK'S:					13,241.28	
BLAINE LOCK & SAFE, INC						
101						
35563	1	KEYS CUT	Invoice	07/28/2026	110.00	101-4-2190-4401
Total 12256 BLAINE LOCK & SAFE, INC:					110.00	
BOLTON & MENK, INC						
245						
401950	1	2026 DEVELOPMENT CODE UPDATE	Invoice	07/31/2026	12,496.50	245-4-6210-4319
Total 11019 BOLTON & MENK, INC:					12,496.50	
BREAKTHRU BEVERAGE MINNESOTA						
603						
128156412	1	LIQUOR	Invoice	07/30/2026	346.83	603-4-9151-4251
603						
128156412	2	FREIGHT	Invoice	07/30/2026	2.29	603-4-9151-4332
603						
128266384	1	LIQUOR	Invoice	08/06/2026	1,032.00	603-4-9151-4251
603						
128266384	2	FREIGHT	Invoice	08/06/2026	8.70	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					1,389.82	
603						
128154331	1	LIQUOR	Invoice	07/30/2026	2,986.45	603-4-9111-4251
603						
128154331	2	FREIGHT	Invoice	07/30/2026	49.78	603-4-9111-4332
603						
128157914	1	BEER	Invoice	07/30/2026	270.00	603-4-9111-4252
603						
128267053	1	LIQUOR	Invoice	08/06/2026	699.72	603-4-9111-4251
603						
128267053	2	FREIGHT	Invoice	08/06/2026	11.60	603-4-9111-4332
603						
128267054	1	POP/MISC	Invoice	08/06/2026	60.00	603-4-9111-4255
603						
128267054	2	FREIGHT	Invoice	08/06/2026	1.45	603-4-9111-4332
603						
128267055	1	WINE	Invoice	08/06/2026	1,008.00	603-4-9111-4253
603						
128267055	2	FREIGHT	Invoice	08/06/2026	8.70	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					5,095.70	
BROOKS JOHNSON MARTIES INC						
221						
391	1	LAWN FERTILIZER	Invoice	08/03/2026	47.99	221-4-5400-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52663 BROOKS JOHNSON MARTIES INC:					47.99	
C & L DISTRIBUTING CO						
603						
2339311	1	BEER CREDIT	Invoice	07/29/2026	8.53-	603-4-9151-4252
603						
2339312	1	LIQUOR	Invoice	07/29/2026	753.00	603-4-9151-4251
603						
2339313	1	BEER	Invoice	07/29/2026	8,882.05	603-4-9151-4252
603						
2339313	2	POP/MISC	Invoice	07/29/2026	39.00	603-4-9151-4255
603						
2339313	3	FREIGHT	Invoice	07/29/2026	5.00	603-4-9151-4332
603						
2343632	1	BEER CREDIT	Invoice	08/05/2026	34.70-	603-4-9151-4252
603						
2343633	1	LIQUOR	Invoice	08/05/2026	997.63	603-4-9151-4251
603						
2343634	1	BEER	Invoice	08/05/2026	9,485.40	603-4-9151-4252
603						
2343634	2	THC PRODUCTS	Invoice	08/05/2026	119.00	603-4-9151-4256
603						
2343634	3	FREIGHT	Invoice	08/05/2026	5.00	603-4-9151-4332
Total 8003 C & L DISTRIBUTING CO:					20,242.85	
603						
1839001838	1	BEER CREDIT	Invoice	07/22/2026	11.98-	603-4-9111-4252
603						
1839001840	1	BEER CREDIT	Invoice	07/29/2026	46.70-	603-4-9111-4252
603						
1839001841	1	LIQUOR CREDIT	Invoice	07/29/2026	104.33-	603-4-9111-4251
603						
1839001848	1	BEER CREDIT	Invoice	08/05/2026	6.98-	603-4-9111-4252
603						
2340817	1	LIQUOR	Invoice	07/29/2026	2,831.63	603-4-9111-4251
603						
2340951	1	THC PRODUCTS	Invoice	07/29/2026	338.80	603-4-9111-4256
603						
2340952	1	BEER	Invoice	07/29/2026	14,490.95	603-4-9111-4252
603						
2340952	2	FREIGHT	Invoice	07/29/2026	5.00	603-4-9111-4332
603						
2344905	1	BEER CREDIT	Invoice	08/05/2026	1.13-	603-4-9111-4252
603						
2344906	1	THC PRODUCTS	Invoice	08/05/2026	62.00	603-4-9111-4256
603						
2344907	1	LIQUOR	Invoice	08/05/2026	1,221.70	603-4-9111-4251
603						
2344908	1	BEER	Invoice	08/05/2026	5,385.30	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					24,164.26	
CAMPBELL KNUTSON P.A.						
821						
3237G - JULY 2026	1	CU 26-07 AUTO REPAIR CUP LEGAL	Invoice	07/31/2026	38.00	821-2200

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
3237G - JULY 2026	2	JULY 26 GENERAL LEGAL	Invoice	07/31/2026	6,054.00	101-4-1400-4304
Total 12076 CAMPBELL KNUTSON P.A.:					6,092.00	
CENTERPOINT ENERGY						
602						
11504615-3 JUL 26	1	NATURAL GAS - WW	Invoice	08/07/2026	23.79	602-4-9050-4389
101						
11809755-9 JUL 26	1	NATURAL GAS - FS #3	Invoice	08/06/2026	653.41	101-4-2310-4389
101						
14577-3 JUN 26	1	NATURAL GAS	Invoice	07/29/2026	1,440.66	101-4-1600-4389
101						
14577-3 JUN 26	2	NATURAL GAS	Invoice	07/29/2026	275.41	101-4-2190-4389
603						
14577-3 JUN 26	3	NATURAL GAS	Invoice	07/29/2026	49.36	603-4-9152-4389
101						
14577-3 JUN 26	4	NATURAL GAS	Invoice	07/29/2026	162.33	101-4-2310-4389
602						
14577-3 JUN 26	5	NATURAL GAS	Invoice	07/29/2026	138.25	602-4-9020-4389
221						
14577-3 JUN 26	6	NATURAL GAS	Invoice	07/29/2026	7,108.25	221-4-5400-4389
603						
14577-3 JUN 26	7	NATURAL GAS	Invoice	07/29/2026	48.41	603-4-9112-4389
211						
6781052-3 JUL 26	1	NATURAL GAS - LIBRARY	Invoice	08/07/2026	39.69	211-4-5600-4389
602						
7628405-8 JUL 26	1	NATURAL GAS - WW	Invoice	08/06/2026	115.00	602-4-9050-4389
602						
7836556-6 JUL 26	1	NATURAL GAS - WW	Invoice	08/06/2026	53.68	602-4-9050-4389
101						
9497572-9 JUL 26	1	NATURAL GAS - PW	Invoice	08/06/2026	216.04	101-4-3120-4389
Total 13845 CENTERPOINT ENERGY:					10,324.28	
CINTAS CORPORATION LOC 470						
602						
4276875852	1	UNIFORM RENTAL/CLEANING	Invoice	07/24/2026	169.27	602-4-9020-4417
603						
4276876017	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/24/2026	77.15	603-4-9112-4404
603						
4276882055	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/24/2026	48.24	603-4-9152-4404
602						
4277648924	1	UNIFORM RENTAL/CLEANING	Invoice	07/31/2026	158.51	602-4-9020-4417
603						
4277649112	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/31/2026	77.15	603-4-9112-4404
603						
4277656222	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	07/31/2026	56.55	603-4-9152-4404
602						
4278413976	1	UNIFORM RENTAL/CLEANING	Invoice	08/07/2026	169.27	602-4-9020-4417
603						
4278420393	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	08/07/2026	48.24	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					804.38	
CITY OF COON RAPIDS						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
F26 BA ICE	1	FALL26 BREAKAWAY ICE PAYOUT	Invoice	07/30/2026	450.00	221-4-5410-4409
Total 52580 CITY OF COON RAPIDS:					450.00	
CITY OF ROGERS						
221						
F26 BA ICE	1	F26 BREAKAWAY ICE PAYOUT	Invoice	07/30/2026	2,475.00	221-4-5410-4409
Total 31249 CITY OF ROGERS:					2,475.00	
CLAREY'S SAFETY EQUIP						
101						
223925	1	AIR MONITOR BATTERY	Invoice	07/29/2026	347.89	101-4-2320-4221
Total 14165 CLAREY'S SAFETY EQUIP:					347.89	
COLLEEN AUSTIN						
211						
316 - 8/20/26	1	MUSIC IN THE LIBRARY 08/20/26	Invoice	01/23/2026	125.00	211-4-5600-4409
Total 52387 COLLEEN AUSTIN:					125.00	
CONWAY SHIELD INC						
101						
556804	1	HELMET SHIELDS	Invoice	07/30/2026	687.50	101-4-2320-4219
101						
556805	1	HELMET SHIELDS	Invoice	07/30/2026	70.00	101-4-2320-4219
Total 52306 CONWAY SHIELD INC:					757.50	
CORNERSTONE BUILDERS						
821						
8-07-2026 CU 25-10	1	CU 25-10 REFUND CORNERSTONE B	Invoice	08/07/2026	484.00	821-2200
Total 52696 CORNERSTONE BUILDERS:					484.00	
CRAIG DOLLANKSY						
821						
8-07-2026 V 26-04	1	V 26-04 REFUND DOLLANKSY	Invoice	08/07/2026	466.00	821-2200
Total 52694 CRAIG DOLLANKSY:					466.00	
CRYSTAL SPRINGS ICE						
603						
3-602496	1	ICE	Invoice	07/24/2026	87.76	603-4-9111-4255
603						
3-602496	2	FREIGHT	Invoice	07/24/2026	6.00	603-4-9111-4332
603						
3-602497	1	ICE	Invoice	07/24/2026	244.07	603-4-9151-4255
603						
3-602497	2	FREIGHT	Invoice	07/24/2026	6.00	603-4-9151-4332
603						
3-602548	1	ICE	Invoice	07/31/2026	370.43	603-4-9111-4255
603						
3-602548	2	FREIGHT	Invoice	07/31/2026	6.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3-602549	1	ICE	Invoice	07/31/2026	259.94	603-4-9151-4255
603						
3-602549	2	FREIGHT	Invoice	07/31/2026	6.00	603-4-9151-4332
603						
3-602599	1	ICE	Invoice	08/07/2026	195.32	603-4-9151-4255
603						
3-602599	2	FREIGHT	Invoice	08/07/2026	6.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					1,187.52	
CUSHING TERRELL						
821						
8-07-2026 CU 24-06	1	CU 24-06 REFUND CUSHING TERRE	Invoice	08/07/2026	354.00	821-2200
821						
8-07-2026 V 24-04	1	V 24-04 REFUND CUSHING TERRELL	Invoice	08/07/2026	554.00	821-2200
Total 52697 CUSHING TERRELL:					908.00	
CUSTOM BUILDERS INC						
401						
PAY APP 2	1	DOWNTOWN PARKING LOT	Invoice	08/04/2026	536,924.67	401-4-8440-4530
Total 52669 CUSTOM BUILDERS INC:					536,924.67	
DACOTAH PAPER CO						
221						
18425	1	URINAL SCREEN, PAPER TOWELS, T	Invoice	07/30/2026	422.11	221-4-5400-4219
221						
18541	1	PAPER PLATES	Invoice	07/30/2026	181.32	221-4-5430-4219
101						
20565	1	CLEANING SUPPLIES	Invoice	08/04/2026	67.61	101-4-3120-4219
221						
21579	1	PAPER TOWELS, TP,HAND SOAP	Invoice	08/06/2026	691.00	221-4-5400-4219
221						
21580	1	PAPER PRODUCTS	Invoice	08/06/2026	539.91	221-4-5430-4219
Total 15887 DACOTAH PAPER CO:					1,901.95	
DAHLHEIMER BEVERAGE, LLC						
603						
2838858	1	BEER	Invoice	07/27/2026	98.80	603-4-9151-4252
603						
2838859	1	BEER	Invoice	07/27/2026	4,479.35	603-4-9151-4252
603						
2842747	1	POP/MISC	Invoice	07/30/2026	211.20	603-4-9151-4255
603						
2842748	1	LIQUOR	Invoice	07/30/2026	162.00	603-4-9151-4251
603						
2842749	1	BEER	Invoice	07/30/2026	3,442.83	603-4-9151-4252
603						
2844945	1	LIQUOR	Invoice	08/03/2026	4,164.10	603-4-9151-4251
603						
2844946	1	BEER	Invoice	08/03/2026	213.55	603-4-9151-4252
603						
2844946	2	POP/MISC	Invoice	08/03/2026	26.00	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2844947	1	BEER	Invoice	08/03/2026	3,811.05	603-4-9151-4252
603						
2844969	1	BEER CREDIT	Invoice	07/31/2026	27.00-	603-4-9151-4252
603						
2849278	1	BEER	Invoice	08/06/2026	79.20	603-4-9151-4252
603						
2849279	1	LIQUOR	Invoice	08/06/2026	1,950.20	603-4-9151-4251
603						
2849280	1	BEER	Invoice	08/06/2026	2,423.25	603-4-9151-4252
603						
2851336	1	THC PRODUCTS	Invoice	08/10/2026	148.00	603-4-9151-4256
603						
2851349	1	BEER	Invoice	08/10/2026	4,506.30	603-4-9151-4252
603						
2851350	1	LIQUOR CREDIT	Invoice	08/10/2026	70.42-	603-4-9151-4251
603						
970-00179	1	BEER CREDIT	Invoice	07/16/2026	30.00-	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					<u>25,588.41</u>	
603						
2838242	1	BEER	Invoice	07/27/2026	7,321.46	603-4-9111-4252
603						
2839598	1	BEER CREDIT	Invoice	07/27/2026	14.00-	603-4-9111-4252
603						
2842022	1	THC PRODUCTS	Invoice	07/30/2026	76.00	603-4-9111-4256
603						
2842023	1	BEER	Invoice	07/30/2026	11,749.55	603-4-9111-4252
603						
2842108	1	BEER CREDIT	Invoice	07/30/2026	26.30-	603-4-9111-4252
603						
2844587	1	THC PRODUCTS	Invoice	08/03/2026	129.00	603-4-9111-4256
603						
2844588	1	BEER	Invoice	08/03/2026	15,643.35	603-4-9111-4252
603						
2848579	1	THC PRODUCTS	Invoice	08/06/2026	668.40	603-4-9111-4256
603						
2848580	1	BEER	Invoice	08/06/2026	13,911.10	603-4-9111-4252
603						
2848580	2	POP/MISC	Invoice	08/06/2026	285.20	603-4-9111-4255
603						
2848980	1	BEER CREDIT	Invoice	08/05/2026	90.00-	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					<u>49,653.76</u>	
DAKOTA SUPPLY GROUP						
101						
S105599543.005	1	RETURN SUPPLIES	Invoice	05/27/2026	83.11-	101-4-5110-4219
101						
S105599543.007	1	SUPPLIES CREDIT - ORONO SPLAS	Invoice	06/01/2026	629.25-	101-4-5110-4219
101						
S105787144.001	1	SUPPLIES	Invoice	07/09/2026	611.65	101-4-5110-4219
101						
S105888035.001	1	SUPPLIES	Invoice	08/10/2026	132.78	101-4-5110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13183 DAKOTA SUPPLY GROUP:					32.07	
DAN PUFAHL						
821						
8-07-2026 EV 25-03	1	EV 25-03 REFUND PUFAHL	Invoice	08/07/2026	754.00	821-2200
Total 52692 DAN PUFAHL:					754.00	
DANIELLE FAULHABER						
101						
103	1	TRANSCRIPTION SERVICES - JUN/J	Invoice	08/10/2026	645.67	101-4-2150-4409
Total 13642 DANIELLE FAULHABER:					645.67	
E C M PUBLISHERS INC						
101						
1107418	1	PH NOTICE - CDI CUP, CU 26-10	Invoice	07/18/2026	88.00	101-4-1510-4359
101						
1107419	1	PH NOTICE - NORTHBOUND CUP, C	Invoice	07/18/2026	96.00	101-4-1510-4359
101						
1107420	1	PH NOTICE - CLEVELAND IUP, IU 26-	Invoice	07/18/2026	88.00	101-4-1510-4359
101						
1107421	1	PH NOTICE - CORNERSTONE CUP A	Invoice	07/18/2026	96.00	101-4-1510-4359
101						
1108256	1	ABATEMENT NOTICE - NB	Invoice	07/25/2026	136.00	101-4-1110-4359
221						
1108380	1	JOB AD CAFE WKR	Invoice	07/26/2026	31.20	221-4-5430-4219
101						
1108380	2	JOB AD ELECTION JUDGE	Invoice	07/26/2026	31.20	101-4-1230-4359
603						
1108381	1	JOB AD PART TIME LIQUOR	Invoice	07/26/2026	59.40	603-4-9112-4349
101						
1109424	1	PH NOTICE - CDI EASEMENT VACATI	Invoice	08/01/2026	88.00	101-4-1510-4359
101						
1109425	1	PRIMARY NOTICE OF ELECTION	Invoice	08/01/2026	116.00	101-4-1230-4359
Total 17000 E C M PUBLISHERS INC:					829.80	
ELK RIVER ENDURANCE						
101						
2026	1	SUMMER PARK RACE SERIES 2026	Invoice	08/10/2026	320.00	101-4-5220-4409
Total 52699 ELK RIVER ENDURANCE :					320.00	
ELK RIVER MUNICIPAL UTILITIES						
401						
526 - 8/5/26	1	ELECTRIC - STREET LIGHTS 526	Invoice	08/05/2026	1,470.92	401-4-3120-4389
401						
529 - 7/29/26	1	ELECTRIC - STREET LIGHTS 529	Invoice	07/29/2026	647.06	401-4-3120-4389
603						
7-29-26 ERMU	1	WATER/ELECTRIC	Invoice	07/29/2026	4,306.28	603-4-9112-4389
101						
7-29-26 ERMU	2	WATER/ELECTRIC	Invoice	07/29/2026	2,123.01	101-4-5110-4389
602						
7-29-26 ERMU	3	ELECTRIC	Invoice	07/29/2026	1,287.08	602-4-9050-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
7-29-26 ERMU	4	ELECTRIC	Invoice	07/29/2026	181.66	101-4-2330-4389
101						
7-29-26 ERMU	5	ELECTRIC	Invoice	07/29/2026	3,717.00	101-4-2310-4389
101						
8-5-26 ERMU	1	WATER/ELECTRIC	Invoice	08/05/2026	8,879.99	101-4-5110-4389
602						
8-5-26 ERMU	2	ELECTRIC	Invoice	08/05/2026	1,936.45	602-4-9050-4389
101						
8-5-26 ERMU	3	ELECTRIC	Invoice	08/05/2026	145.41	101-4-2330-4389
101						
8-5-26 ERMU	4	ELECTRIC	Invoice	08/05/2026	66.17	101-4-2190-4389
101						
8-5-26 ERMU	5	ELECTRIC	Invoice	08/05/2026	33.82	101-4-5110-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					24,794.85	
605						
2682	1	BILLING SVCS - JUL 26	Invoice	07/31/2026	2,372.93	605-4-9210-4319
602						
2682	2	BILLING SVCS - JUL 26	Invoice	07/31/2026	608.79	602-4-9010-4319
607						
2682	3	BILLING SVCS - JUL 26	Invoice	07/31/2026	880.86	607-4-9310-4319
Total 17701 ELK RIVER MUNICIPAL UTILITIES:					3,862.58	
ELK RIVER PIZZA MAN						
101						
268701-1	1	NATIONAL NIGHT OUT	Invoice	08/04/2026	475.65	101-4-2310-4219
Total 29816 ELK RIVER PIZZA MAN:					475.65	
EMPIRE ENDEAVORS LLC						
101						
2 - 9/3/26	1	FARMERS MARKET MUSIC 9/3/26	Invoice	02/06/2026	175.00	101-4-5230-4409
Total 15266 EMPIRE ENDEAVORS LLC:					175.00	
FASTENAL COMPANY						
101						
MNELK148269	1	SUPPLIES - VENDING	Invoice	07/24/2026	48.63	101-4-3120-4219
101						
MNELK148269	2	SUPPLIES - VENDING	Invoice	07/24/2026	9.34	101-4-5110-4219
101						
MNELK148390	1	SUPPLIES - VENDING	Invoice	07/31/2026	292.39	101-4-5110-4219
101						
MNELK148390	2	SUPPLIES - VENDING	Invoice	07/31/2026	155.76	101-4-3120-4219
101						
MNELK148459	1	SIGN SUPPLIES	Invoice	07/31/2026	323.68	101-4-3120-4226
Total 18453 FASTENAL COMPANY:					829.80	
FIRE CATT						
101						
18666	1	FIRE HOSE TESTING	Invoice	07/30/2026	6,342.60	101-4-2320-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 11458 FIRE CATT:					6,342.60	
FLEETPRIDE						
101						
136402051	1	SHOP STOCK	Invoice	07/28/2026	29.00	101-4-3150-4219
101						
136402097	1	SHOP SUPPLIES	Invoice	07/28/2026	14.50	101-4-3150-4219
Total 11711 FLEETPRIDE:					43.50	
FLOCK GROUP INC						
290						
INV-99927	1	FLOCK SAFETY IMPLEMENTATION-P	Invoice	07/27/2026	9,000.00	290-4-1350-4219
Total 52311 FLOCK GROUP INC:					9,000.00	
GARY LORE						
101						
8-11-26 UNIF	1	REIMB UNIFORMS-G LORE	Invoice	08/10/2026	152.32	101-4-1600-4217
Total 24108 GARY LORE:					152.32	
GERTENS						
101						
7555/11	1	SUPPLIES	Invoice	08/04/2026	54.00	101-4-5110-4219
Total 13257 GERTENS:					54.00	
GESTALT ENGINEERING LLC						
228						
1344	1	LANDFILL ASSIST - JUL	Invoice	08/03/2026	560.00	228-4-7000-4319
Total 14099 GESTALT ENGINEERING LLC:					560.00	
GOPHER STATE ONE-CALL INC						
602						
6070376	1	LOCATION CALLS	Invoice	07/31/2026	711.45	602-4-9020-4404
Total 20150 GOPHER STATE ONE-CALL INC:					711.45	
GRAINGER						
602						
9016977028	1	BARSCREEN SOLENOID	Invoice	07/23/2026	517.96	602-4-9020-4219
602						
9020621588	1	PARTS	Invoice	07/27/2026	50.94	602-4-9020-4219
602						
9031368500	1	PARTS	Invoice	08/05/2026	16.02	602-4-9020-4219
101						
9034845421	1	PARTS	Invoice	08/07/2026	8.24	101-4-5110-4221
Total 20300 GRAINGER:					593.16	
GRANITE CITY JOBBING CO						
603						
538850	1	POP/MISC CREDIT	Invoice	07/24/2026	33.02-	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
539593	1	POP/MISC	Invoice	07/24/2026	658.73	603-4-9111-4255
603						
539593	2	SUPPLIES	Invoice	07/24/2026	104.23	603-4-9112-4219
603						
539593	3	FREIGHT	Invoice	07/24/2026	5.00	603-4-9111-4332
603						
539594	1	POP/MISC	Invoice	07/24/2026	4.74	603-4-9151-4255
603						
539594	2	SUPPLIES	Invoice	07/24/2026	156.97	603-4-9152-4219
603						
539594	3	FREIGHT	Invoice	07/24/2026	5.00	603-4-9151-4332
603						
540989	1	POP/MISC	Invoice	07/31/2026	1,294.61	603-4-9111-4255
603						
540989	2	FREIGHT	Invoice	07/31/2026	5.00	603-4-9111-4332
603						
540989	3	SUPPLIES	Invoice	07/31/2026	165.71	603-4-9112-4219
603						
540990	1	POP/MISC	Invoice	07/31/2026	326.08	603-4-9151-4255
603						
540990	2	SUPPLIES	Invoice	07/31/2026	24.50	603-4-9152-4219
603						
540990	3	FREIGHT	Invoice	07/31/2026	5.00	603-4-9151-4332
603						
542554	1	POP/MISC	Invoice	08/07/2026	759.91	603-4-9151-4255
603						
542554	2	FREIGHT	Invoice	08/07/2026	5.00	603-4-9151-4332
603						
542566	1	POP/MISC	Invoice	08/07/2026	677.42	603-4-9111-4255
603						
542566	2	SUPPLIES	Invoice	08/07/2026	139.50	603-4-9112-4219
603						
542566	3	FREIGHT	Invoice	08/07/2026	5.00	603-4-9111-4332
Total 10654 GRANITE CITY JOBBING CO:					4,309.38	
GREENFLY NETWORKS INC-CLEARFLY						
101						
INV844831	1	CLEARFLY SIP - PHONE SERVICES	Invoice	08/01/2026	658.64	101-4-1600-4321
Total 52632 GREENFLY NETWORKS INC-CLEARFLY:					658.64	
GRIMCO, INC						
101						
35890372-01	1	PRINTER SUPPLIES	Invoice	08/06/2026	522.89	101-4-1120-4226
Total 14770 GRIMCO, INC:					522.89	
GUARDIAN FLEET SAFETY LLC						
101						
305554	1	SQUAD 623 REPAIR - ON SITE CHAR	Invoice	07/24/2026	71.50	101-4-2120-4404
Total 14914 GUARDIAN FLEET SAFETY LLC:					71.50	
HAWKINS & BAUMGARTNER, P.A.						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
8-7-2026	1	JUL PROSECUTION SVCS	Invoice	08/07/2026	23,725.06	101-4-1400-4304
Total 21048 HAWKINS & BAUMGARTNER, P.A.:					23,725.06	
HEARTLAND BUSINESS SYSTEMS, LLC						
290						
901533-H	1	DATA CENTER REFRESH LABOR	Invoice	07/27/2026	44,740.80	290-4-1350-4409
101						
901911-H	1	SUBCONTRACTOR SERVICES	Invoice	07/28/2026	1,040.00	101-4-1350-4319
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					45,780.80	
HERITAGE MILLWORK INC						
245						
8-10-26 REBATE	1	PILOT REBATE 06-02-2025 - 06-02-20	Invoice	08/10/2026	5,795.63	245-4-6210-4440
Total 13161 HERITAGE MILLWORK INC:					5,795.63	
HIRSHFIELD'S						
101						
22200327	1	SUPPLIES - PAINTING	Invoice	07/29/2026	49.27	101-4-3120-4219
101						
22200401	1	EQUIPMENT PARTS	Invoice	08/03/2026	1,099.41	101-4-3120-4221
Total 21407 HIRSHFIELD'S:					1,148.68	
HOME DEPOT CREDIT SERVICES						
101						
4523974	1	PAINTING SUPPLIES	Invoice	08/10/2026	73.95	101-4-5110-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					73.95	
HUMERATECH						
221						
260686	1	HVAC REPAIRS	Invoice	07/23/2026	2,746.97	221-4-5400-4401
Total 11926 HUMERATECH:					2,746.97	
ISD 728-COMMUNITY EDUCATION						
221						
7/28/2026	1	COMMUNITY ED GUIDE AD	Invoice	07/28/2026	456.00	221-4-5400-4349
Total 21985 ISD 728-COMMUNITY EDUCATION:					456.00	
JOHNSON BROS LIQUOR						
603						
1107203	1	LIQUOR	Invoice	07/29/2026	2,570.17	603-4-9111-4251
603						
1107203	2	FREIGHT	Invoice	07/29/2026	25.67	603-4-9111-4332
603						
1107204	1	WINE	Invoice	07/29/2026	1,966.35	603-4-9111-4253
603						
1107204	2	FREIGHT	Invoice	07/29/2026	50.30	603-4-9111-4332
603						
1107205	1	WINE	Invoice	07/29/2026	132.00	603-4-9111-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1107205	2	POP/MISC	Invoice	07/29/2026	108.00	603-4-9111-4255
603						
1107205	3	FREIGHT	Invoice	07/29/2026	5.31	603-4-9111-4332
603						
1107206	1	LIQUOR	Invoice	07/29/2026	2,894.50	603-4-9111-4251
603						
1107206	2	FREIGHT	Invoice	07/29/2026	26.55	603-4-9111-4332
603						
1107207	1	LIQUOR	Invoice	07/29/2026	768.85	603-4-9151-4251
603						
1107207	2	FREIGHT	Invoice	07/29/2026	26.85	603-4-9151-4332
603						
1107208	1	WINE	Invoice	07/29/2026	2,741.00	603-4-9151-4253
603						
1107208	2	FREIGHT	Invoice	07/29/2026	73.39	603-4-9151-4332
603						
1107209	1	LIQUOR	Invoice	07/29/2026	1,640.10	603-4-9151-4251
603						
1107209	2	FREIGHT	Invoice	07/29/2026	12.53	603-4-9151-4332
603						
1111011	1	LIQUOR	Invoice	08/03/2026	5,187.00	603-4-9151-4251
603						
1111011	2	FREIGHT	Invoice	08/03/2026	89.50	603-4-9151-4332
603						
1111059	1	LIQUOR	Invoice	08/03/2026	107.88	603-4-9151-4251
603						
1111059	2	FREIGHT	Invoice	08/03/2026	1.79	603-4-9151-4332
603						
1112705	1	LIQUOR	Invoice	08/05/2026	5,744.45	603-4-9111-4251
603						
1112705	2	FREIGHT	Invoice	08/05/2026	131.87	603-4-9111-4332
603						
1112706	1	WINE	Invoice	08/05/2026	1,508.75	603-4-9111-4253
603						
1112706	2	FREIGHT	Invoice	08/05/2026	31.86	603-4-9111-4332
603						
1112707	1	POP/MISC	Invoice	08/05/2026	40.00	603-4-9111-4255
603						
1112707	2	FREIGHT	Invoice	08/05/2026	1.77	603-4-9111-4332
603						
1112708	1	LIQUOR	Invoice	08/05/2026	4,193.20	603-4-9111-4251
603						
1112708	2	FREIGHT	Invoice	08/05/2026	33.63	603-4-9111-4332
603						
1112709	1	LIQUOR	Invoice	08/05/2026	1,210.06	603-4-9151-4251
603						
1112709	2	FREIGHT	Invoice	08/05/2026	16.11	603-4-9111-4332
603						
1112710	1	WINE	Invoice	08/05/2026	140.00	603-4-9151-4253
603						
1112710	2	FREIGHT	Invoice	08/05/2026	3.58	603-4-9151-4332
603						
1112711	1	LIQUOR	Invoice	08/05/2026	1,792.20	603-4-9151-4251
603						
1112711	2	FREIGHT	Invoice	08/05/2026	37.59	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1112712	1	WINE	Invoice	08/05/2026	796.00	603-4-9151-4253
603						
1112712	2	FREIGHT	Invoice	08/05/2026	21.48	603-4-9151-4332
603						
1112713	1	POP/MISC	Invoice	08/05/2026	178.00	603-4-9151-4255
603						
1112713	2	FREIGHT	Invoice	08/05/2026	3.58	603-4-9151-4332
603						
1112714	1	LIQUOR	Invoice	08/05/2026	1,884.80	603-4-9151-4251
603						
1112714	2	FREIGHT	Invoice	08/05/2026	14.77	603-4-9151-4332
603						
194512	1	LIQUOR CREDIT	Invoice	07/23/2026	5.60-	603-4-9151-4251
603						
194513	1	LIQUOR CREDIT	Invoice	07/23/2026	11.20-	603-4-9151-4251
603						
195916	1	WINE CREDIT	Invoice	07/30/2026	211.20-	603-4-9111-4253
Total 22775 JOHNSON BROS LIQUOR:					35,983.44	
JUNKYARD BREWING COMPANY						
603						
9856	1	BEER	Invoice	08/06/2026	359.00	603-4-9111-4252
603						
9856	2	THC PRODUCTS	Invoice	08/06/2026	168.00	603-4-9151-4256
Total 14086 JUNKYARD BREWING COMPANY:					527.00	
KRISS PREMIUM PRODUCTS, INC						
221						
202055	1	WATER TREATMENT CHEMICALS &	Invoice	08/01/2026	281.50	221-4-5400-4219
Total 23297 KRISS PREMIUM PRODUCTS, INC:					281.50	
KVC COMPANIES LLC						
101						
239614-4	1	SUPPLIES - CUTTING BLADES	Invoice	07/29/2026	233.98	101-4-3120-4219
Total 15203 KVC COMPANIES LLC:					233.98	
LAMAR ADVERTISING						
821						
8-11-2026 CU 25-05	1	CU 25-05 REFUND - LAMAR ADVERTI	Invoice	08/11/2026	579.00	821-2200
Total 52700 LAMAR ADVERTISING:					579.00	
LEAGUE OF MN CITIES INS TRUST						
291						
7-1-26 BILLING	1	W/C DED BILL JULY 2026	Invoice	07/01/2026	1,744.61	291-4-7000-4109
291						
8-1-26 BILLING	1	WORK COMP DEDUCTIBLE BILLING	Invoice	08/01/2026	3,188.34	291-4-7000-4109
Total 23800 LEAGUE OF MN CITIES INS TRUST:					4,932.95	
LEXISNEXIS RISK SOLUTIONS FL INC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1300320871	1	ONLINE INVESTIGATIVE SERVICES	Invoice	07/31/2026	533.34	101-4-2130-4433
Total 52587 LEXISNEXIS RISK SOLUTIONS FL INC:					533.34	
LYNN YOUNG						
101						
10025372826	1	PAR TAGS / LOCKER TAGS	Invoice	08/07/2026	474.53	101-4-2320-4219
Total 15307 LYNN YOUNG:					474.53	
M T I DISTRIBUTING INC						
101						
1532707-00	1	PARTS #724	Invoice	07/28/2026	62.86	101-4-5110-4221
101						
1533617-00	1	PARTS - ZERO TURN MOWERS	Invoice	08/03/2026	546.34	101-4-5110-4221
101						
1534162-00	1	PARTS #724	Invoice	08/05/2026	107.26	101-4-5110-4221
Total 24475 M T I DISTRIBUTING INC:					716.46	
MARTIN MARIETTA MATERIALS						
101						
50020546	1	SUPPLIES - TACK OIL	Invoice	07/29/2026	165.00	101-4-3120-4219
Total 24716 MARTIN MARIETTA MATERIALS:					165.00	
MENARDS - ELK RIVER						
101						
7-31-26	1	SUPPLIES	Invoice	07/31/2026	25.65	101-4-2310-4219
221						
7-31-26	2	SUPPLIES	Invoice	07/31/2026	54.03	221-4-5400-4219
602						
7-31-26	3	SUPPLIES	Invoice	07/31/2026	452.30	602-4-9020-4219
101						
7-31-26	4	SUPPLIES	Invoice	07/31/2026	1,403.26	101-4-5110-4219
101						
7-31-26	5	SUPPLIES	Invoice	07/31/2026	421.86	101-4-1600-4219
101						
7-31-26	6	SUPPLIES	Invoice	07/31/2026	93.13	101-4-2190-4219
101						
7-31-26	7	SUPPLIES	Invoice	07/31/2026	64.01	101-4-3120-4219
101						
7-31-26	8	SUPPLIES	Invoice	07/31/2026	23.45	101-4-3150-4219
101						
7-31-26	9	SUPPLIES	Invoice	07/31/2026	51.98	101-4-2120-4219
101						
7-31-26	10	SUPPLIES	Invoice	07/31/2026	39.90	101-4-1110-4409
Total 25145 MENARDS - ELK RIVER:					2,629.57	
MICHAEL L RUSSELL						
101						
260820 - 8/20/26	1	FARMERS MARKET MUSIC 8/20/26	Invoice	02/17/2026	150.00	101-4-5230-4409
Total 52569 MICHAEL L RUSSELL:					150.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
MIDWEST TRAINING ASSOCIATES LLC						
101						
26-0809-27	1	FIRE TRAINING	Invoice	08/09/2026	1,150.00	101-4-2320-4331
Total 52702 MIDWEST TRAINING ASSOCIATES LLC:					1,150.00	
MIDWEST WASH SYSTEMS LLC						
101						
30059	1	BULK CAR WASH SOAP	Invoice	07/31/2026	556.40	101-4-2190-4219
Total 14620 MIDWEST WASH SYSTEMS LLC:					556.40	
MN BCA						
101						
47562	1	RECERTIFICATION TRNG DMT - O'K	Invoice	07/29/2026	75.00	101-4-2130-4331
101						
47713	1	TRAINING - T. ROSSMEISL	Invoice	08/11/2026	300.00	101-4-2150-4331
Total 11597 MN BCA:					375.00	
MN DEPT OF LABOR & INDUSTRY						
101						
JULY 2026	1	BP SURCHARGE JUL 26 - PS2607-00	Invoice	08/04/2026	4,051.78	101-3-0000-3233
Total 26180 MN DEPT OF LABOR & INDUSTRY:					4,051.78	
MN VALLEY TESTING LAB INC						
602						
1368756	1	WATER TESTING	Invoice	07/27/2026	479.40	602-4-9020-4319
Total 24500 MN VALLEY TESTING LAB INC:					479.40	
MONTICELLO SENIOR CENTER						
101						
8-10-2026 CRUISE	1	AL AND ALMAS TRIP 8/10/26	Invoice	08/10/2026	250.00	101-4-5510-4409
Total 27070 MONTICELLO SENIOR CENTER:					250.00	
MOTOROLA SOLUTIONS INC						
101						
8282375502	1	RADIOS-FIRE	Invoice	08/03/2026	2,302.02	101-4-2320-4219
Total 27235 MOTOROLA SOLUTIONS INC:					2,302.02	
MR CUTTING EDGE						
221						
8428	1	ZAMBONI BLADE SHARPENING	Invoice	07/31/2026	233.00	221-4-5400-4401
Total 13984 MR CUTTING EDGE:					233.00	
NAPA OF ELK RIVER, LLC						
101						
352201	1	MACK FILTERS	Invoice	07/31/2026	245.08	101-4-3120-4221
101						
353370	1	SUPPLIES	Invoice	08/10/2026	116.95	101-4-2120-4221

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52338 NAPA OF ELK RIVER, LLC:					362.03	
NICOLE SPANGLER PHOTOGRAPHY						
101						
105225	1	DEPARTMENT PHOTOS	Invoice	07/23/2026	2,125.00	101-4-2110-4319
Total 52690 NICOLE SPANGLER PHOTOGRAPHY:					2,125.00	
NUSS TRUCK & EQUIPMENT						
101						
PSO326582-1	1	PARTS OIL FILTERS	Invoice	07/30/2026	359.84	101-4-3120-4221
Total 10561 NUSS TRUCK & EQUIPMENT:					359.84	
ODP BUSINESS SOLUTIONS, LLC						
101						
475886287001	1	OFFICE SUPPLIES	Invoice	07/31/2026	698.68	101-4-2110-4201
Total 28650 ODP BUSINESS SOLUTIONS, LLC:					698.68	
OLD WORLD BEER LLC						
603						
61265	1	BEER	Invoice	08/05/2026	186.00	603-4-9111-4252
603						
61265	2	WINE	Invoice	08/05/2026	243.00	603-4-9111-4253
Total 52501 OLD WORLD BEER LLC:					429.00	
OMANN BROS INC						
101						
19796	1	SUPPLIES - AC FINES MIX	Invoice	07/21/2026	645.84	101-4-3120-4219
101						
19804	1	SUPPLIES - AC FINES MIX	Invoice	07/22/2026	464.60	101-4-3120-4219
101						
19813	1	SUPPLIES - AC FINES MIX	Invoice	07/23/2026	414.00	101-4-3120-4219
101						
19819	1	SUPPLIES - AC FINES MIX	Invoice	07/27/2026	370.76	101-4-3120-4219
101						
19824	1	SUPPLIES - AC FINES MIX	Invoice	07/28/2026	276.00	101-4-3120-4219
101						
19846	1	SUPPLIES - AC FINES MIX	Invoice	07/30/2026	277.84	101-4-3120-4219
101						
19861	1	AC FINES MIX	Invoice	08/03/2026	184.00	101-4-3120-4219
Total 28850 OMANN BROS INC:					2,633.04	
OXFORD STREET MERCHANTS						
603						
7574641	1	WINE	Invoice	08/05/2026	2,249.10	603-4-9111-4253
603						
7574641	2	FREIGHT	Invoice	08/05/2026	40.71	603-4-9111-4332
603						
7574642	1	WINE	Invoice	08/05/2026	1,058.40	603-4-9151-4253
603						
7574642	2	FREIGHT	Invoice	08/05/2026	14.32	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
7574643	1	WINE	Invoice	08/05/2026	860.00	603-4-9151-4253
603						
7574643	2	FREIGHT	Invoice	08/05/2026	23.27	603-4-9151-4332
Total 52608 OXFORD STREET MERCHANTS:					4,245.80	
OXYGEN SERVICE CO, INC						
101						
3658969	1	CYLINDER RENTALS	Invoice	07/31/2026	197.56	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					197.56	
PERFECTION PLUS, INC.						
211						
316531	1	MONTHLY CONTRACT CLEANING - P	Invoice	08/01/2026	2,565.00	211-4-5600-4405
101						
316545	1	CLEANING SVCS - TROTT BROOK B	Invoice	08/01/2026	200.00	101-4-5210-4401
101						
316561	1	MONTHLY CLEANING SVCS - AUG	Invoice	08/01/2026	1,275.00	101-4-5210-4401
Total 12651 PERFECTION PLUS, INC.:					4,040.00	
PHILLIPS WINE & SPIRITS CO						
603						
5212641	1	LIQUOR	Invoice	07/29/2026	606.75	603-4-9151-4251
603						
5212641	2	FREIGHT	Invoice	07/29/2026	3.58	603-4-9151-4332
603						
5212642	1	LIQUOR	Invoice	07/29/2026	3,303.16	603-4-9111-4251
603						
5212642	2	FREIGHT	Invoice	07/29/2026	61.07	603-4-9111-4332
603						
5212643	1	WINE	Invoice	07/29/2026	278.40	603-4-9111-4253
603						
5212643	2	FREIGHT	Invoice	07/29/2026	10.62	603-4-9111-4332
603						
5212644	1	POP/MISC	Invoice	07/29/2026	216.85	603-4-9111-4255
603						
5212644	2	FREIGHT	Invoice	07/29/2026	12.12	603-4-9111-4332
603						
5212645	1	LIQUOR	Invoice	07/29/2026	1,103.30	603-4-9151-4251
603						
5212645	2	FREIGHT	Invoice	07/29/2026	23.27	603-4-9151-4332
603						
5212646	1	WINE	Invoice	07/29/2026	417.25	603-4-9151-4253
603						
5212646	2	FREIGHT	Invoice	07/29/2026	16.11	603-4-9151-4332
603						
5212647	1	POP/MISC	Invoice	07/29/2026	50.31	603-4-9151-4255
603						
5212647	2	FREIGHT	Invoice	07/29/2026	5.37	603-4-9151-4332
603						
5216377	1	LIQUOR	Invoice	08/05/2026	664.05	603-4-9111-4251
603						
5216377	2	FREIGHT	Invoice	08/05/2026	10.62	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5216378	1	WINE	Invoice	08/05/2026	945.25	603-4-9111-4253
603						
5216378	2	FREIGHT	Invoice	08/05/2026	35.40	603-4-9111-4332
603						
5216379	1	POP/MISC	Invoice	08/05/2026	364.00	603-4-9111-4255
603						
5216379	2	FREIGHT	Invoice	08/05/2026	4.00	603-4-9111-4332
603						
5218248	1	LIQUOR	Invoice	08/07/2026	904.55	603-4-9151-4251
603						
5218248	2	FREIGHT	Invoice	08/07/2026	17.90	603-4-9151-4332
603						
5218249	1	WINE	Invoice	08/07/2026	248.00	603-4-9151-4253
603						
5218249	2	FREIGHT	Invoice	08/07/2026	10.74	603-4-9151-4332
603						
5218250	1	POP/MISC	Invoice	08/07/2026	176.11	603-4-9151-4255
603						
5218250	2	FREIGHT	Invoice	08/07/2026	10.74	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					9,499.52	
PLASTICPLACE						
101						
INV1051968	1	SUPPLIES - RUBBER BANDS	Invoice	07/16/2026	140.28	101-4-5110-4219
Total 13310 PLASTICPLACE:					140.28	
PRECISE MRM LLC						
101						
IN200-2014544	1	DATA PLAN 2 WAY RADIOS	Invoice	07/29/2026	437.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					437.00	
PRO-TEC DESIGN, INC						
101						
124721	1	REPAIR DOOR LATCH	Invoice	07/29/2026	2,177.91	101-4-2190-4401
Total 30229 PRO-TEC DESIGN, INC:					2,177.91	
QUALITY FLOW SYSTEMS INC						
602						
51483	1	JACKSON LS - GUIDE RAIL REPAIR	Invoice	07/28/2026	684.00	602-4-9050-4404
602						
51579	1	WESTWOOD LIFT STATION SUPPLIE	Invoice	08/11/2026	4,834.00	602-4-9050-4219
Total 30500 QUALITY FLOW SYSTEMS INC:					5,518.00	
RAFTERS BREWING LLC						
603						
IN-9318	1	BEER	Invoice	08/04/2026	364.00	603-4-9151-4252
Total 52504 RAFTERS BREWING LLC:					364.00	
RCX SPORTS LLC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
24000056566	1	FLAG FOOTBALL SUPPLIES	Invoice	08/05/2026	841.84	101-4-5220-4219
Total 52528 RCX SPORTS LLC:					841.84	
REPUBLIC SERVICES #899						
101						
899-005045034	1	ELK RIVERFEST GARBAGE	Invoice	07/31/2026	450.45	101-4-1110-4409
101						
899-005046664	1	JUL COMM GARBAGE SVC	Invoice	07/31/2026	163.23	101-4-1600-4389
101						
899-005046664	2	JUL COMM GARBAGE SVC	Invoice	07/31/2026	269.10	101-4-2190-4389
101						
899-005046664	3	JUL COMM GARBAGE SVC	Invoice	07/31/2026	563.81	101-4-3120-4389
603						
899-005046664	4	JUL COMM GARBAGE SVC	Invoice	07/31/2026	89.06	603-4-9112-4389
603						
899-005046664	5	JUL COMM GARBAGE SVC	Invoice	07/31/2026	89.06	603-4-9152-4389
602						
899-005046664	6	JUL COMM GARBAGE SVC	Invoice	07/31/2026	148.66	602-4-9020-4389
602						
899-005046664	7	JUL COMM GARBAGE SVC	Invoice	07/31/2026	273.68	602-4-9020-4384
101						
899-005046664	8	JUL COMM GARBAGE SVC	Invoice	07/31/2026	227.90	101-4-2310-4389
101						
899-005046664	9	JUL COMM GARBAGE SVC-FS 3	Invoice	07/31/2026	98.72	101-4-2310-4389
101						
899-005046664	10	JUL COMM GARBAGE SVC-TRAININ	Invoice	07/31/2026	234.00	101-4-2310-4389
221						
899-005046664	11	JUL COMM GARBAGE SVC	Invoice	07/31/2026	633.65	221-4-5400-4389
228						
899-005046664	12	JUL COMM GARBAGE SVC	Invoice	07/31/2026	882.25	228-4-7000-4389
101						
899-005046664	13	JUL COMM GARBAGE SVC	Invoice	07/31/2026	815.68	101-4-5110-4389
211						
899-005046664	14	JUL COMM GARBAGE SVC	Invoice	07/31/2026	64.46	211-4-5600-4389
101						
899-005046664	15	YAC DUMPSTER -SOFTBALL TOURN	Invoice	07/31/2026	87.75	101-4-5110-4389
101						
899-005047027	1	GARBAGE SVC - RIVERS EDGE	Invoice	07/31/2026	337.68	101-4-5110-4389
605						
899-005047759	1	RESIDENTIAL GARBAGE SVC	Invoice	07/31/2026	107,852.11	605-4-9210-4409
Total 10407 REPUBLIC SERVICES #899:					113,281.25	
ROBERT KENDRICK						
821						
8-10-2026 IU 25-05	1	IU 25-05 REFUND - KENDRICK	Invoice	08/10/2026	679.00	821-2200
Total 14606 ROBERT KENDRICK:					679.00	
SAFETYFIRST SPECIALTY CON						
101						
20263685	1	PLAYGROUND SURFACE CHIPS	Invoice	07/28/2026	3,370.50	101-4-5110-4219
101						
20263702	1	PLAYGROUND SURFACE CHIPS	Invoice	08/05/2026	3,370.50	101-4-5110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15127 SAFETYFIRST SPECIALTY CON:					6,741.00	
SAFEWARE INC						
101 30362986	1	SWAT SUPPLIES	Invoice	07/26/2026	2,601.00	101-4-2120-4219
Total 52648 SAFEWARE INC:					2,601.00	
SECURITY & FIRE PARTNERS						
602 R31122	1	FIRE MONITORING SERVICE FOR TH	Invoice	08/02/2026	551.88	602-4-9020-4404
Total 13171 SECURITY & FIRE PARTNERS:					551.88	
SNAP-ON INDUSTRIAL						
101 ARV/68738903	1	SNAP-ON ZEUS SOFTWARE	Invoice	07/30/2026	1,332.10	101-4-3150-4409
101 ARV/68776225	1	SHOP TOOLS	Invoice	08/03/2026	55.21	101-4-3150-4219
101 ARV/68778281	1	SHOP TOOLS	Invoice	08/03/2026	45.38	101-4-3150-4219
Total 32650 SNAP-ON INDUSTRIAL:					1,432.69	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603 2786726	1	FREIGHT	Invoice	07/30/2026	1.28	603-4-9151-4332
603 2786727	1	LIQUOR	Invoice	07/30/2026	2,156.40	603-4-9151-4251
603 2786727	2	FREIGHT	Invoice	07/30/2026	33.92	603-4-9151-4332
603 2786728	1	WINE	Invoice	07/30/2026	68.00	603-4-9151-4253
603 2786728	2	FREIGHT	Invoice	07/30/2026	1.28	603-4-9151-4332
603 2789334	1	LIQUOR	Invoice	08/06/2026	2,098.79	603-4-9151-4251
603 2789334	2	FREIGHT	Invoice	08/06/2026	32.00	603-4-9151-4332
603 2789335	1	WINE	Invoice	08/06/2026	861.96	603-4-9151-4253
603 2789335	2	FREIGHT	Invoice	08/06/2026	16.64	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					5,270.27	
603 2786724	1	LIQUOR	Invoice	07/30/2026	3,410.80	603-4-9111-4251
603 2786724	2	FREIGHT	Invoice	07/30/2026	35.63	603-4-9111-4332
603 2786725	1	WINE	Invoice	07/30/2026	821.40	603-4-9111-4253
603 2786725	2	FREIGHT	Invoice	07/30/2026	18.75	603-4-9111-4332
603 9708713	1	LIQUOR CREDIT	Invoice	07/24/2026	801.00-	603-4-9111-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
9708714	1	LIQUOR CREDIT	Invoice	07/24/2026	15.15-	603-4-9111-4251
603						
9708715	1	LIQUOR CREDIT	Invoice	07/24/2026	10.40-	603-4-9111-4251
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					3,460.03	
STAPLES BUSINESS ADVANTAGE						
101						
7010795485	1	SUPPLIES	Invoice	07/31/2026	16.34	101-4-1120-4201
101						
7010795485	2	SUPPLIES	Invoice	07/31/2026	65.38	101-4-1210-4201
101						
7010795485	3	SUPPLIES	Invoice	07/31/2026	32.69	101-4-1220-4201
101						
7010795485	4	SUPPLIES	Invoice	07/31/2026	32.69	101-4-1310-4201
101						
7010795485	5	SUPPLIES	Invoice	07/31/2026	49.03	101-4-1510-4201
101						
7010795485	6	SUPPLIES	Invoice	07/31/2026	49.03	101-4-2410-4201
101						
7010795485	7	SUPPLIES	Invoice	07/31/2026	6.54	101-4-2440-4219
101						
7010795485	8	SUPPLIES	Invoice	07/31/2026	16.34	101-4-3300-4201
101						
7010795485	9	SUPPLIES	Invoice	07/31/2026	32.69	101-4-5210-4219
101						
7010795485	10	SUPPLIES-EDA	Invoice	07/31/2026	26.15	101-4-6210-4440
Total 33059 STAPLES BUSINESS ADVANTAGE:					326.88	
STEP SAVER INC						
101						
197799	1	BULK SALT -- POLICE DEPARTMENT	Invoice	07/29/2026	133.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					133.50	
SUMMER LAKES BEVERAGE LLC						
603						
13427	1	POP/MISC	Invoice	07/27/2026	276.00	603-4-9151-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					276.00	
SUNBELT RENTALS INC						
101						
187514907-0001	1	CONCRETE PLANER	Invoice	08/05/2026	3,355.00	101-4-3120-4219
Total 13604 SUNBELT RENTALS INC:					3,355.00	
TACTICAL ADVANTAGE, LLC						
294						
2026-0020 B	1	TRAINING SIM GUNS	Invoice	07/30/2026	3,672.00	294-4-2210-4219
Total 13567 TACTICAL ADVANTAGE, LLC:					3,672.00	
TEAM LABORATORY CHEMICAL						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
INV0052941	1	MEGA BUGS	Invoice	07/30/2026	996.00	602-4-9020-4219
Total 14016 TEAM LABORATORY CHEMICAL:					996.00	
THE UPS STORE #5093						
602						
44671 - 7/31/26	1	SHIPPING	Invoice	07/31/2026	17.12	602-4-9010-4322
Total 35549 THE UPS STORE #5093:					17.12	
THUNDERSTRUCK EXTERIORS INC						
821						
8-07-2026 CU 23-21	1	CU 23-21 REFUND THUNDERSTRUC	Invoice	08/07/2026	629.00	821-2200
Total 52698 THUNDERSTRUCK EXTERIORS INC:					629.00	
THYSSENKRUPP ELEVATOR CORP						
221						
3009710403	1	ELEVATOR MAINT CONTRACT AUG-	Invoice	08/01/2026	612.61	221-4-5400-4401
Total 14335 THYSSENKRUPP ELEVATOR CORP:					612.61	
TIFCO INDUSTRIES INC						
602						
72222120	1	SUPPLIES	Invoice	07/30/2026	1,210.06	602-4-9020-4219
602						
72223077	1	SUPPLIES - DISPOSABLE GLOVES	Invoice	08/03/2026	574.58	602-4-9020-4219
602						
72223360	1	ELECTRICAL SAFE TOOLS	Invoice	08/04/2026	119.90	602-4-9020-4219
602						
72223650	1	TOOLS	Invoice	08/04/2026	58.25	602-4-9020-4219
Total 13394 TIFCO INDUSTRIES INC:					1,962.79	
TRANSUNION RISK & ALTERNATIVE						
101						
556261-202607-1	1	ONLINE INVESTIGATIVE SVCS	Invoice	08/01/2026	110.00	101-4-2130-4433
Total 12665 TRANSUNION RISK & ALTERNATIVE:					110.00	
TROJAN TECHNOLOGIES CORP						
602						
200/50017349	1	LAMPS	Invoice	07/27/2026	4,899.50	602-4-9020-4219
Total 52374 TROJAN TECHNOLOGIES CORP:					4,899.50	
TWIN CITY GARAGE DOOR-GARAGE DOOR STORE						
101						
463246397	1	DOOR/GATE REPAIRS	Invoice	07/31/2026	5,143.00	101-4-3120-4401
Total 34925 TWIN CITY GARAGE DOOR-GARAGE DOOR STORE:					5,143.00	
UKG INC.						
101						
I01100227318	1	UKG JUNE OVERAGE	Invoice	07/16/2026	1,809.69	101-4-1220-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12920 UKG INC.:					1,809.69	
URBAN GROWLER BREWING COMPANY, LLC						
603 E-43968	1	BEER	Invoice	08/06/2026	297.50	603-4-9111-4252
603 E-43969	1	BEER	Invoice	08/06/2026	244.74	603-4-9151-4252
Total 52364 URBAN GROWLER BREWING COMPANY, LLC:					542.24	
US BANK						
101 72526 CC PMT	1	WALMART - SUPPLIES	Invoice	07/27/2026	67.58	101-4-5510-4219
101 72526 CC PMT	2	SMARTLINK - WOODLANDS/ORONO/	Invoice	07/27/2026	75.00	101-4-5110-4404
101 72526 CC PMT	3	ROAD MACHINERY - PARTS	Invoice	07/27/2026	387.60	101-4-3120-4221
101 72526 CC PMT	4	INTELLIGENT MARKING - SUPPLIES	Invoice	07/27/2026	106.40	101-4-5110-4219
101 72526 CC PMT	5	SMARTLINK - WOODLANDS/ORONO/	Invoice	07/27/2026	75.00	101-4-5110-4404
101 72526 CC PMT	6	DIGICERT - MULTI-DOMAIN SSL	Invoice	07/27/2026	720.00	101-4-1350-4404
101 72526 CC PMT	7	GOOGLE - GOOGLE WORKSPACE	Invoice	07/27/2026	61.99	101-4-1350-4404
101 72526 CC PMT	8	BITWARDEN - PASSWORD MANAGE	Invoice	07/27/2026	44.66	101-4-2310-4433
101 72526 CC PMT	9	SP DICTAMIC - TRANSCRIPTION SO	Invoice	07/27/2026	1,854.00	101-4-2150-4219
603 72526 CC PMT	10	CLOUD COVER MUSIC - CLOUDBOX/	Invoice	07/27/2026	102.00	603-4-9152-4219
101 72526 CC PMT	11	NFPA - SUBSCRIPTION	Invoice	07/27/2026	126.19	101-4-2310-4433
221 72526 CC PMT	12	GRAND & BENEDICTS - SUPPLIES	Invoice	07/27/2026	148.88	221-4-5400-4219
221 72526 CC PMT	13	LEARN TO SKATE - CREDIT	Invoice	07/27/2026	18.50-	221-4-5420-4219
221 72526 CC PMT	14	ELK RIVER AREA CHAMBER - NETW	Invoice	07/27/2026	90.00	221-4-5400-4349
221 72526 CC PMT	15	7SHIFTS - SUPPLIES	Invoice	07/27/2026	97.98	221-4-5400-4219
221 72526 CC PMT	16	WEBSTAIRANT STORE - CHILLER	Invoice	07/27/2026	249.40	221-4-5430-4219
221 72526 CC PMT	17	WALMART - CATERING/CONCESSIO	Invoice	07/27/2026	23.41	221-4-5430-4259
221 72526 CC PMT	18	WALMART - VACUUMS	Invoice	07/27/2026	472.00	221-4-5400-4219
221 72526 CC PMT	19	HOWIES HOCKEY - MOUTHGUARDS/	Invoice	07/27/2026	545.64	221-4-5400-4259
221 72526 CC PMT	20	WALMART - PARADE CANDY	Invoice	07/27/2026	148.17	221-4-5400-4349
221 72526 CC PMT	21	ARROW SPORTS - TAPE/NECKGUAR	Invoice	07/27/2026	517.06	221-4-5400-4259
221 72526 CC PMT	22	SPARX HOCKEY - SUPPLIES	Invoice	07/27/2026	317.94	221-4-5400-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
72526 CC PMT	23	ETSY - SUPPLIES	Invoice	07/27/2026	432.19	221-4-5400-4219
221						
72526 CC PMT	24	WALMART - SUPPLIES	Invoice	07/27/2026	44.88	221-4-5400-4219
101						
72526 CC PMT	25	PEPPERMILL RENO - CONF LODGIN	Invoice	07/27/2026	857.50	101-4-2130-4331
101						
72526 CC PMT	26	MNORCA - CONFERENCE/POSER	Invoice	07/27/2026	164.80	101-4-2130-4331
101						
72526 CC PMT	27	DPS FIREFIGHTER LICENSING	Invoice	07/27/2026	225.00	101-4-2320-4331
101						
72526 CC PMT	28	IDENTIFIRE - SUPPLIES/ID TAGS	Invoice	07/27/2026	608.96	101-4-2320-4219
101						
72526 CC PMT	29	MSFDA-149TH ANNUAL CONF - REGI	Invoice	07/27/2026	650.00	101-4-2320-4331
101						
72526 CC PMT	30	COSTCO - SUPPLIES	Invoice	07/27/2026	276.41	101-4-2320-4219
101						
72526 CC PMT	31	BREEZY POINT - CONF LODGING - S	Invoice	07/27/2026	428.43	101-4-2320-4331
101						
72526 CC PMT	32	FOXFURY - DRONE LIGHTS	Invoice	07/27/2026	246.96	101-4-2120-4219
290						
72526 CC PMT	33	WALMART - BIKES	Invoice	07/27/2026	547.27	290-4-2110-4219
101						
72526 CC PMT	34	SOTA - REGISTRATION	Invoice	07/27/2026	29.00	101-4-2120-4331
101						
72526 CC PMT	35	ACSO SWAT - REGISTRATION-CORR	Invoice	07/27/2026	120.00	101-4-2120-4331
101						
72526 CC PMT	36	MN DEPT OF LABOR - LICENSE REN	Invoice	07/27/2026	85.00	101-4-2410-4331
101						
72526 CC PMT	37	MCFOA - MEMBERSHIP RENEWAL	Invoice	07/27/2026	50.00	101-4-1210-4433
101						
72526 CC PMT	38	PANERA - ELECTION TRAINING	Invoice	07/27/2026	91.61	101-4-1230-4219
101						
72526 CC PMT	39	MN STATE COLLEGES - CLERKS AC	Invoice	07/27/2026	325.00	101-4-1210-4331
101						
72526 CC PMT	40	CUB FOODS - CONCERT SUPPLIES	Invoice	07/27/2026	6.49	101-4-5220-4219
101						
72526 CC PMT	41	ASANA - SUBSCRIPTION	Invoice	07/27/2026	67.45	101-4-1120-4319
101						
72526 CC PMT	42	FACEBOOK - ADS	Invoice	07/27/2026	420.09	101-4-5210-4349
101						
72526 CC PMT	43	FACEBOOK - ADS	Invoice	07/27/2026	195.58	101-4-2110-4219
603						
72526 CC PMT	44	FACEBOOK - ADS	Invoice	07/27/2026	85.84	603-4-9112-4349
603						
72526 CC PMT	45	FACEBOOK - ADS	Invoice	07/27/2026	85.83	603-4-9152-4349
101						
72526 CC PMT	46	SER ACQUISITION - ENTERPRISE PL	Invoice	07/27/2026	1,490.00	101-4-1120-4319
602						
72526 CC PMT	47	TELEDYNE - SENSOR WIRING	Invoice	07/27/2026	692.00	602-4-9020-4219
101						
72526 CC PMT	48	GFOA - ACFR REVIEW FEE	Invoice	07/27/2026	590.00	101-4-1310-4433
101						
72526 CC PMT	49	MNGFOA - REGISTRATION-STICH/KN	Invoice	07/27/2026	30.00	101-4-1310-4331
101						
72526 CC PMT	50	GLACIER CANYON LODGE - CONF L	Invoice	07/27/2026	617.54	101-4-1310-4331

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
72526 CC PMT	51	CASELLE - CONF-KNUTSON/PUDAS	Invoice	07/27/2026	598.00	101-4-1310-4331
101						
72526 CC PMT	52	PARTZILLA - PARTS #718	Invoice	07/27/2026	231.94	101-4-5110-4221
101						
72526 CC PMT	53	TRACTOR SUPPLY - SUPPLIES/FLOA	Invoice	07/27/2026	44.99	101-4-3120-4219
101						
72526 CC PMT	54	WALGREENS - SUPPLIES	Invoice	07/27/2026	41.41	101-4-5510-4219
101						
72526 CC PMT2	1	WALMART - WHOLE HEALTH REWAR	Invoice	07/27/2026	107.50	101-4-1220-4201
101						
72526 CC PMT2	2	COSTCO - WHOLE HEALTH REWARD	Invoice	07/27/2026	13.98	101-4-1220-4201
602						
72526 CC PMT2	3	CASEYS - PROPANE	Invoice	07/27/2026	30.74	602-4-9020-4219
Total 35099 US BANK:					16,744.79	
US FOODS, INC						
221						
3767213	1	CATERING/CONCESSIONS FOOD &	Invoice	07/31/2026	1,200.32	221-4-5430-4259
221						
3831304	1	SKEWERS - TASTE OF ER	Invoice	08/03/2026	41.57	221-4-5430-4219
221						
3972602	1	CATERING/CONCESSIONS FOOD	Invoice	08/07/2026	1,439.08	221-4-5430-4259
221						
3983563	1	SKEWERS- TASTE OF ER	Invoice	08/07/2026	41.59	221-4-5430-4219
Total 52522 US FOODS, INC:					2,722.56	
UTILITY CONSULTANTS, INC						
602						
128692	1	SAMPLE TESTING	Invoice	07/27/2026	1,664.98	602-4-9020-4319
Total 35571 UTILITY CONSULTANTS, INC:					1,664.98	
VESSCO, INC.						
602						
101884	1	ELECTRIC ACUATOR	Invoice	08/06/2026	6,076.88	602-4-9020-4219
Total 35691 VESSCO, INC.:					6,076.88	
VESTIS GROUP INC						
221						
2501046725	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	07/29/2026	29.77	221-4-5430-4219
221						
2501046726	1	LOBBY RUGS	Invoice	07/29/2026	21.56	221-4-5400-4219
221						
2501052430	1	CONCESSIONS - LINENS	Invoice	08/05/2026	29.77	221-4-5430-4219
221						
2501052431	1	LOBBY RUGS	Invoice	08/05/2026	21.56	221-4-5400-4219
Total 52462 VESTIS GROUP INC:					102.66	
VIKING COCA-COLA CO						
603						
39720402	1	POP/MISC	Invoice	08/10/2026	523.65	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 35725 VIKING COCA-COLA CO:					523.65	
VINOCOPIA						
603						
398787-IN	1	LIQUOR	Invoice	07/29/2026	500.75	603-4-9151-4251
603						
398787-IN	2	FREIGHT	Invoice	07/29/2026	5.00	603-4-9151-4332
603						
398898-IN	1	LIQUOR	Invoice	07/29/2026	650.00	603-4-9151-4251
603						
398898-IN	2	FREIGHT	Invoice	07/29/2026	5.00	603-4-9151-4332
Total 35763 VINOCOPIA:					1,160.75	
VIREO HEALTH, LLC						
821						
8-11-2026 CU 24-07	1	CU 24-07 REFUND - VIREO HEALTH	Invoice	08/11/2026	704.00	821-2200
Total 52701 VIREO HEALTH, LLC:					704.00	
WASTE MANAGEMENT CORP SVCS						
602						
294486-0500-5	1	WASTE DISPOSAL	Invoice	08/03/2026	25,251.41	602-4-9020-4409
602						
295462-0500-5	1	SPECIAL WASTE - WW	Invoice	08/03/2026	501.35	602-4-9020-4409
605						
50799-1706-7	1	GARBAGE TIPPING FEES 7/16 - 7/31/	Invoice	08/03/2026	25,131.75	605-4-9210-4384
602						
50824-1706-3	1	BIO SOLIDS HAULING-7/16-7/31/26	Invoice	08/03/2026	2,600.15	602-4-9020-4409
Total 36033 WASTE MANAGEMENT CORP SVCS:					53,484.66	
WATER LABORATORIES						
101						
11016	1	WATER TESTING- JULY E.COLI	Invoice	08/02/2026	621.00	101-4-2440-4409
607						
11016	2	WATER TESTING- JULY PHOSPHOR	Invoice	08/02/2026	146.20	607-4-9310-4409
Total 36050 WATER LABORATORIES:					767.20	
WEBBER RECREATIONAL DESIGN INC						
101						
1769	1	SUPPLIES	Invoice	07/31/2026	1,759.11	101-4-5110-4219
Total 52703 WEBBER RECREATIONAL DESIGN INC:					1,759.11	
WINDSTREAM						
101						
8-05-26	1	PHONE LINE CHGS-FIRE	Invoice	08/05/2026	149.30	101-4-2310-4321
101						
8-05-26	2	PHONE LINE CHGS-FIRE INSP	Invoice	08/05/2026	52.18	101-4-2320-4321
Total 11102 WINDSTREAM:					201.48	
WINEBOW						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
MN00187530	1	LIQUOR	Invoice	07/31/2026	697.50	603-4-9151-4251
603						
MN00187530	2	WINE	Invoice	07/31/2026	162.00	603-4-9151-4253
603						
MN00187532	1	WINE	Invoice	07/31/2026	1,410.00	603-4-9111-4253
Total 14002 WINEBOW:					2,269.50	
WRUCK SEWER & PORTABLE RENTAL						
101						
I36466	1	ELK RIVERFEST PORTABLE TOILET	Invoice	07/27/2026	1,410.00	101-4-1110-4409
101						
I36638	1	FM PORTABLE TOILET	Invoice	08/01/2026	142.85	101-4-5230-4409
101						
I36830	1	PORTABLE RENTALS - JULY	Invoice	08/04/2026	2,442.84	101-4-5110-4415
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					3,995.69	
YALE MECHANICAL LLC						
101						
284677	1	HVAC MAINT	Invoice	07/31/2026	3,149.00	101-4-2190-4401
Total 36620 YALE MECHANICAL LLC:					3,149.00	
Z & M ENTERPRISE, LLC						
602						
2289	1	LAMPS	Invoice	08/07/2026	3,661.67	602-4-9020-4219
Total 15176 Z & M ENTERPRISE, LLC:					3,661.67	
Total :					1,264,163.41	
Grand Totals:					1,264,163.41	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-2020	46.00	46.00-	.00
101-3-0000-3233	4,051.78	.00	4,051.78
101-4-1110-4359	136.00	.00	136.00
101-4-1110-4409	27,100.35	.00	27,100.35
101-4-1120-4201	16.34	.00	16.34
101-4-1120-4226	547.86	.00	547.86
101-4-1120-4319	1,557.45	.00	1,557.45
101-4-1210-4201	65.38	.00	65.38
101-4-1210-4331	325.00	.00	325.00
101-4-1210-4433	50.00	.00	50.00
101-4-1220-4201	354.44	.00	354.44
101-4-1220-4319	253.75	.00	253.75
101-4-1220-4404	1,809.69	.00	1,809.69
101-4-1230-4219	96.59	32.29-	64.30
101-4-1230-4359	147.20	.00	147.20

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1310-4201	32.69	.00	32.69
101-4-1310-4301	7,925.00	.00	7,925.00
101-4-1310-4331	1,245.54	.00	1,245.54
101-4-1310-4433	590.00	.00	590.00
101-4-1310-4440	46.00	.00	46.00
101-4-1350-4319	1,040.00	.00	1,040.00
101-4-1350-4404	781.99	.00	781.99
101-4-1400-4304	29,779.06	.00	29,779.06
101-4-1510-4201	49.03	.00	49.03
101-4-1510-4359	456.00	.00	456.00
101-4-1600-4217	152.32	.00	152.32
101-4-1600-4219	421.86	.00	421.86
101-4-1600-4321	658.64	.00	658.64
101-4-1600-4389	1,603.89	.00	1,603.89
101-4-1600-4409	1,814.40	.00	1,814.40
101-4-2110-4201	698.68	.00	698.68
101-4-2110-4219	195.58	.00	195.58
101-4-2110-4319	2,125.00	.00	2,125.00
101-4-2110-4322	11.32	.00	11.32
101-4-2120-4219	3,614.93	35.72-	3,579.21
101-4-2120-4221	116.95	.00	116.95
101-4-2120-4331	149.00	.00	149.00
101-4-2120-4404	3,304.18	.00	3,304.18
101-4-2130-4219	1,099.98	.00	1,099.98
101-4-2130-4331	1,155.08	.00	1,155.08
101-4-2130-4433	643.34	.00	643.34
101-4-2150-4219	1,854.00	.00	1,854.00
101-4-2150-4331	300.00	.00	300.00
101-4-2150-4409	645.67	.00	645.67
101-4-2190-4219	783.03	.00	783.03
101-4-2190-4389	610.68	.00	610.68
101-4-2190-4401	5,436.91	.00	5,436.91
101-4-2310-4201	51.84	.00	51.84
101-4-2310-4217	62.15	.00	62.15
101-4-2310-4219	973.12	.00	973.12
101-4-2310-4321	149.30	.00	149.30
101-4-2310-4389	5,093.36	.00	5,093.36
101-4-2310-4433	170.85	.00	170.85
101-4-2320-4217	84.99	.00	84.99
101-4-2320-4219	4,419.42	.00	4,419.42
101-4-2320-4221	492.88	.00	492.88
101-4-2320-4321	52.18	.00	52.18
101-4-2320-4331	2,453.43	.00	2,453.43
101-4-2320-4404	6,342.60	.00	6,342.60
101-4-2330-4389	327.07	.00	327.07
101-4-2410-4201	49.03	.00	49.03
101-4-2410-4331	85.00	.00	85.00
101-4-2410-4404	144.99	.00	144.99
101-4-2440-4219	6.54	.00	6.54
101-4-2440-4409	621.00	.00	621.00
101-4-3120-4219	7,844.80	.00	7,844.80
101-4-3120-4221	2,091.93	.00	2,091.93
101-4-3120-4226	323.68	.00	323.68
101-4-3120-4389	779.85	.00	779.85
101-4-3120-4401	5,143.00	.00	5,143.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-3130-4219	437.00	.00	437.00
101-4-3150-4219	1,023.02	.00	1,023.02
101-4-3150-4409	1,332.10	.00	1,332.10
101-4-3300-4201	16.34	.00	16.34
101-4-5110-4219	12,488.64	712.36-	11,776.28
101-4-5110-4221	956.64	.00	956.64
101-4-5110-4389	12,277.93	.00	12,277.93
101-4-5110-4404	150.00	.00	150.00
101-4-5110-4415	2,442.84	.00	2,442.84
101-4-5210-4219	32.69	39.99-	7.30-
101-4-5210-4349	420.09	.00	420.09
101-4-5210-4401	1,475.00	.00	1,475.00
101-4-5220-4219	848.33	31.99-	816.34
101-4-5220-4409	820.00	.00	820.00
101-4-5230-4409	467.85	.00	467.85
101-4-5510-4219	191.88	.00	191.88
101-4-5510-4409	250.00	.00	250.00
101-4-6210-4440	26.15	.00	26.15
211-4-5600-4389	104.15	.00	104.15
211-4-5600-4405	2,565.00	.00	2,565.00
211-4-5600-4409	125.00	.00	125.00
221-4-5400-4219	3,106.32	.00	3,106.32
221-4-5400-4259	1,062.70	.00	1,062.70
221-4-5400-4349	694.17	.00	694.17
221-4-5400-4389	7,741.90	.00	7,741.90
221-4-5400-4401	3,592.58	.00	3,592.58
221-4-5410-4409	5,175.00	.00	5,175.00
221-4-5420-4219	.00	18.50-	18.50-
221-4-5430-4219	1,213.50	.00	1,213.50
221-4-5430-4259	2,662.81	.00	2,662.81
228-4-7000-4319	560.00	.00	560.00
228-4-7000-4389	882.25	.00	882.25
245-4-6210-4319	12,496.50	.00	12,496.50
245-4-6210-4440	5,795.63	.00	5,795.63
290-4-1350-4219	9,000.00	.00	9,000.00
290-4-1350-4409	44,740.80	.00	44,740.80
290-4-2110-4219	547.27	.00	547.27
291-4-7000-4109	4,932.95	.00	4,932.95
294-4-2210-4219	3,672.00	.00	3,672.00
401-4-3120-4389	2,117.98	.00	2,117.98
401-4-8440-4530	536,924.67	.00	536,924.67
602-4-9010-4301	2,377.50	.00	2,377.50
602-4-9010-4319	608.79	.00	608.79
602-4-9010-4322	17.12	.00	17.12
602-4-9020-4219	22,249.80	.00	22,249.80
602-4-9020-4319	2,144.38	.00	2,144.38
602-4-9020-4384	273.68	.00	273.68
602-4-9020-4389	286.91	.00	286.91
602-4-9020-4404	4,651.42	.00	4,651.42
602-4-9020-4409	28,352.91	.00	28,352.91
602-4-9020-4417	497.05	.00	497.05
602-4-9050-4219	4,834.00	.00	4,834.00
602-4-9050-4389	3,416.00	.00	3,416.00
602-4-9050-4404	684.00	.00	684.00
603-4-9111-4251	31,367.58	930.88-	30,436.70

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
603-4-9111-4252	78,808.86	201.27-	78,607.59
603-4-9111-4253	10,834.25	211.20-	10,623.05
603-4-9111-4255	4,360.40	.00	4,360.40
603-4-9111-4256	1,843.65	43.04-	1,800.61
603-4-9111-4332	676.22	.00	676.22
603-4-9112-4219	409.44	.00	409.44
603-4-9112-4301	1,981.25	.00	1,981.25
603-4-9112-4349	145.24	.00	145.24
603-4-9112-4389	4,443.75	.00	4,443.75
603-4-9112-4404	154.30	.00	154.30
603-4-9151-4251	30,714.69	87.22-	30,627.47
603-4-9151-4252	42,432.92	100.23-	42,332.69
603-4-9151-4253	7,352.61	.00	7,352.61
603-4-9151-4255	3,699.83	33.02-	3,666.81
603-4-9151-4256	529.00	211.02-	317.98
603-4-9151-4332	559.47	.00	559.47
603-4-9152-4219	283.47	.00	283.47
603-4-9152-4301	1,981.25	.00	1,981.25
603-4-9152-4349	85.83	.00	85.83
603-4-9152-4389	138.42	.00	138.42
603-4-9152-4404	153.03	.00	153.03
605-4-9210-4301	792.50	.00	792.50
605-4-9210-4319	2,372.93	.00	2,372.93
605-4-9210-4384	25,131.75	.00	25,131.75
605-4-9210-4409	107,852.11	.00	107,852.11
607-4-9310-4301	792.50	.00	792.50
607-4-9310-4319	880.86	.00	880.86
607-4-9310-4409	146.20	.00	146.20
821-2200	6,549.00	.00	6,549.00
Grand Totals:	1,266,898.14	2,734.73-	1,264,163.41

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	1,266,806.14	2,688.73-	1,264,117.41
08/26	92.00	46.00-	46.00
Grand Totals:	1,266,898.14	2,734.73-	1,264,163.41

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
132947										
08/26	08/11/2026	132947	20791	H R A	TIF 22 7-2026	462-2070	.00	4,420.95	4,420.95	1
Total 132947:							.00	4,420.95		
132948										
08/26	08/11/2026	132948	15093	MOYER PROPERTIES	TIF 26 7-2026	466-4-7000-4601	.00	14,573.95	14,573.95	1
Total 132948:							.00	14,573.95		
132949										
08/26	08/11/2026	132949	10138	A T & T MOBILITY	X07282026	101-4-2130-4433	.00	103.94	103.94	1
08/26	08/11/2026	132949	10138	A T & T MOBILITY	X08032026	101-4-2110-4321	.00	4,595.55	4,595.55	1
Total 132949:							.00	4,699.49		
132950										
08/26	08/11/2026	132950	10168	ADVANCE AUTO PARTS	631362096017	101-4-2120-4221	.00	41.40	41.40	1
08/26	08/11/2026	132950	10168	ADVANCE AUTO PARTS	631362166050	101-4-3150-4219	.00	167.40	167.40	1
Total 132950:							.00	208.80		
132951										
08/26	08/11/2026	132951	10406	ALLINA HEALTH SYSTEM	CI00087444	101-4-2320-4331	.00	931.00	931.00	1
Total 132951:							.00	931.00		
132952										
08/26	08/11/2026	132952	12167	ARTISAN BEER COMPANY	3874077	603-4-9111-4252	.00	339.00	339.00	1
08/26	08/11/2026	132952	12167	ARTISAN BEER COMPANY	3874078	603-4-9111-4252	.00	70.75	70.75	1
08/26	08/11/2026	132952	12167	ARTISAN BEER COMPANY	3874079	603-4-9111-4256	.00	309.95	309.95	1
08/26	08/11/2026	132952	12167	ARTISAN BEER COMPANY	457437	603-4-9111-4252	.00	20.04-	20.04-	1
Total 132952:							.00	699.66		
132953										
08/26	08/11/2026	132953	14662	ARVIG	3097643 - 7-2	602-4-9010-4321	.00	97.60	97.60	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 132953:							.00		97.60	
132954										
08/26	08/11/2026	132954	14628	ASSA ABLOY	SEI 2007944	603-4-9152-4404	.00	448.33	448.33	1
Total 132954:							.00		448.33	
132955										
08/26	08/11/2026	132955	12893	BREAKTHRU BEVERAGE MINNESOTA	128052306	603-4-9111-4332	.00	3,012.35	3,012.35	1
08/26	08/11/2026	132955	12893	BREAKTHRU BEVERAGE MINNESOTA	128052307	603-4-9111-4332	.00	185.30	185.30	1
08/26	08/11/2026	132955	12893	BREAKTHRU BEVERAGE MINNESOTA	128053032	603-4-9111-4251	.00	76.50	76.50	1
Total 132955:							.00		3,274.15	
132956										
08/26	08/11/2026	132956	52451	CENTRAL IRRIGATION SUPPLY INC	66007003-00	101-4-5110-4219	.00	652.48	652.48	1
08/26	08/11/2026	132956	52451	CENTRAL IRRIGATION SUPPLY INC	66007064-00	101-4-5110-4219	.00	1,794.32	1,794.32	1
Total 132956:							.00		2,446.80	
132957										
08/26	08/11/2026	132957	52687	CORO MEDICAL LLC	US02ARCU10	101-4-2320-4219	.00	5,625.00	5,625.00	1
Total 132957:							.00		5,625.00	
132958										
08/26	08/11/2026	132958	15573	CULLIGAN	101X4167930	602-4-9020-4219	.00	43.00	43.00	1
08/26	08/11/2026	132958	15573	CULLIGAN	101X4171260	602-4-9020-4219	.00	21.50	21.50	1
Total 132958:							.00		64.50	
132959										
08/26	08/11/2026	132959	16448	DISTINCTIVE WINDOW CLEANING	11306448	603-4-9152-4404	.00	227.63	227.63	1
Total 132959:							.00		227.63	
132960										
08/26	08/11/2026	132960	14479	GCRE - JACKSON HILLS, LLC	TIF 25 7-2026	465-4-7000-4601	.00	40,545.04	40,545.04	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 132960:							.00		40,545.04	
132961										
08/26	08/11/2026	132961	22775	JOHNSON BROS LIQUOR	1086934	603-4-9151-4253	.00	27.22	27.22	1
08/26	08/11/2026	132961	22775	JOHNSON BROS LIQUOR	1102471	603-4-9111-4332	.00	6,434.09	6,434.09	1
08/26	08/11/2026	132961	22775	JOHNSON BROS LIQUOR	1102472	603-4-9111-4332	.00	1,804.48	1,804.48	1
08/26	08/11/2026	132961	22775	JOHNSON BROS LIQUOR	1102473	603-4-9111-4332	.00	289.08	289.08	1
08/26	08/11/2026	132961	22775	JOHNSON BROS LIQUOR	1102474	603-4-9111-4332	.00	3,735.29	3,735.29	1
08/26	08/11/2026	132961	22775	JOHNSON BROS LIQUOR	1102475	603-4-9111-4332	.00	395.31	395.31	1
Total 132961:							.00		12,685.47	
132962										
08/26	08/11/2026	132962	12332	MARCO TECHNOLOGIES LLC	587514753	603-4-9112-4404	.00	3,069.37	3,069.37	1
Total 132962:							.00		3,069.37	
132963										
08/26	08/11/2026	132963	24716	MARTIN MARIETTA MATERIALS	49960926	101-4-3120-4219	.00	330.00	330.00	1
Total 132963:							.00		330.00	
132964										
08/26	08/11/2026	132964	26180	MN DEPT OF LABOR & INDUSTRY	ABR0374790X	101-4-2190-4401	.00	25.00	25.00	1
Total 132964:							.00		25.00	
132965										
08/26	08/11/2026	132965	26190	MN DEPT OF MOTOR VEHICLES	VIN 42245 - #1	101-4-3120-4437	.00	16.25	16.25	1
Total 132965:							.00		16.25	
132966										
08/26	08/11/2026	132966	52666	NOVACARE OUTPATIENT REHAB EAS	849965562	101-4-5220-4409	.00	178.75	178.75	1
Total 132966:							.00		178.75	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
132967										
08/26	08/11/2026	132967	13789	OCCUPATIONAL HEALTH CENTERS	104438869	101-4-2310-4319	.00	92.00	92.00	1
Total 132967:							.00	92.00		
132968										
08/26	08/11/2026	132968	28937	O'REILLY AUTOMOTIVE, INC	72826	101-4-1600-4219	.00	1,136.77	1,136.77	1
Total 132968:							.00	1,136.77		
132969										
08/26	08/11/2026	132969	29411	PEOPLES SAVINGS BANK	TIF 22 7-2026	462-4-7000-4440	.00	83,298.45	83,298.45	1
Total 132969:							.00	83,298.45		
132970										
08/26	08/11/2026	132970	29665	PHILLIPS WINE & SPIRITS CO	5209032	603-4-9111-4332	.00	460.99	460.99	1
08/26	08/11/2026	132970	29665	PHILLIPS WINE & SPIRITS CO	5209033	603-4-9111-4332	.00	608.64	608.64	1
08/26	08/11/2026	132970	29665	PHILLIPS WINE & SPIRITS CO	5209034	603-4-9111-4332	.00	265.84	265.84	1
08/26	08/11/2026	132970	29665	PHILLIPS WINE & SPIRITS CO	5210866	603-4-9151-4332	.00	642.07	642.07	1
08/26	08/11/2026	132970	29665	PHILLIPS WINE & SPIRITS CO	5210867	603-4-9151-4332	.00	228.95	228.95	1
Total 132970:							.00	2,206.49		
132971										
08/26	08/11/2026	132971	15143	PITNEY BOWES GLOBAL FINANCIAL S	3107882009	101-4-1210-4404	.00	433.05	433.05	1
Total 132971:							.00	433.05		
132972										
08/26	08/11/2026	132972	15282	PITNEY BOWES INC	1029773409	101-4-1210-4201	.00	162.66	162.66	1
Total 132972:							.00	162.66		
132973										
08/26	08/11/2026	132973	33300	STREICHER'S	11837858	101-4-2160-4219	.00	122.97	122.97	1
08/26	08/11/2026	132973	33300	STREICHER'S	11838645	101-4-2110-4219	.00	549.00	549.00	1
08/26	08/11/2026	132973	33300	STREICHER'S	11838882	101-4-2160-4217	.00	669.99	669.99	1
08/26	08/11/2026	132973	33300	STREICHER'S	11838883	101-4-2120-4219	.00	599.75	599.75	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 132973:							.00		1,941.71	
132974										
08/26	08/11/2026	132974	52386	THE DELTA APARTMENTS LLC	TIF 27 7-2026	467-4-7000-4601	.00	83,323.49	83,323.49	1
Total 132974:							.00		83,323.49	
132975										
08/26	08/11/2026	132975	52522	US FOODS, INC	3282132	221-4-5430-4219	.00	20.44	20.44	1
08/26	08/11/2026	132975	52522	US FOODS, INC	3315485	221-4-5430-4219	.00	11.76	11.76	1
08/26	08/11/2026	132975	52522	US FOODS, INC	3557752	221-4-5430-4259	.00	1,426.00	1,426.00	1
Total 132975:							.00		1,458.20	
132976										
08/26	08/11/2026	132976	52462	VESTIS GROUP INC	2501041068	221-4-5430-4219	.00	30.44	30.44	1
08/26	08/11/2026	132976	52462	VESTIS GROUP INC	2501041069	221-4-5400-4219	.00	21.56	21.56	1
Total 132976:							.00		52.00	
1010082										
08/26	08/13/2026	1010082	10373	AID ELECTRIC CORPORATION	1206675	221-4-5400-4219	.00	309.21	309.21	1
Total 1010082:							.00		309.21	
1010083										
08/26	08/13/2026	1010083	13706	AMAZON CAPITAL SERVICES	11XT-QTXK-C	101-4-1120-4201	.00	26.99	26.99	1
Total 1010083:							.00		26.99	
1010084										
08/26	08/13/2026	1010084	15332	ATT LLC	S30086	221-4-5410-4219	.00	624.00	624.00	1
Total 1010084:							.00		624.00	
1010085										
08/26	08/13/2026	1010085	52683	C & L DISTRIBUTING CO	2332986	221-4-5430-4252	.00	145.25	145.25	1
08/26	08/13/2026	1010085	52683	C & L DISTRIBUTING CO	2335519	221-4-5430-4251	.00	1,793.10	1,793.10	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 1010085:							.00		1,938.35	
1010086										
08/26	08/13/2026	1010086	15366	DAHLHEIMER BEVERAGE, LLC	2826576	221-4-5430-4252	.00	133.88-	133.88-	1
08/26	08/13/2026	1010086	15366	DAHLHEIMER BEVERAGE, LLC	2835980	221-4-5430-4251	.00	492.25	492.25	1
Total 1010086:							.00		358.37	
1010087										
08/26	08/13/2026	1010087	17701	ELK RIVER MUNICIPAL UTILITIES	TIF 22 7-2026	462-4-7000-4440	.00	699.49	699.49	1
Total 1010087:							.00		699.49	
1010088										
08/26	08/13/2026	1010088	14770	GRIMCO, INC	35808751-01	101-4-1120-4226	.00	122.89	122.89	1
Total 1010088:							.00		122.89	
1010089										
08/26	08/13/2026	1010089	52382	METRO PRODUCTS LLC	192665	101-4-3150-4219	.00	831.12	831.12	1
Total 1010089:							.00		831.12	
1010090										
08/26	08/13/2026	1010090	52591	STATE INDUSTRIAL PRODUCTS	904231495	602-4-9050-4219	.00	385.00	385.00	1
Total 1010090:							.00		385.00	
1010091										
08/26	08/13/2026	1010091	14562	SUSAN MONTAGUE	72826 SM	101-4-5510-4409	.00	200.00	200.00	1
Total 1010091:							.00		200.00	
1010092										
08/26	08/13/2026	1010092	13814	WRUCK SEWER & PORTABLE RENTA	I34083	101-4-5110-4415	.00	520.00	520.00	1
08/26	08/13/2026	1010092	13814	WRUCK SEWER & PORTABLE RENTA	I34084	101-4-5110-4415	.00	720.00	720.00	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 1010092:							.00		1,240.00	
Grand Totals:							.00		275,407.98	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	59.85	22,138.63-	22,078.78-
101-4-1110-4321	37.98	.00	37.98
101-4-1120-4201	26.99	.00	26.99
101-4-1120-4226	122.89	.00	122.89
101-4-1210-4201	162.66	.00	162.66
101-4-1210-4321	38.73	.00	38.73
101-4-1210-4404	433.05	.00	433.05
101-4-1350-4321	151.65	.00	151.65
101-4-1350-4404	1,476.00	.00	1,476.00
101-4-1600-4219	29.91	.00	29.91
101-4-1600-4321	129.73	.00	129.73
101-4-2110-4219	549.00	.00	549.00
101-4-2110-4321	3,551.22	.00	3,551.22
101-4-2120-4219	599.75	.00	599.75
101-4-2120-4221	251.41	.00	251.41
101-4-2130-4433	65.96	.00	65.96
101-4-2160-4217	669.99	.00	669.99
101-4-2160-4219	122.97	.00	122.97
101-4-2190-4401	25.00	.00	25.00
101-4-2310-4319	92.00	.00	92.00
101-4-2310-4321	678.72	.00	678.72
101-4-2320-4219	5,625.00	.00	5,625.00
101-4-2320-4221	58.29	.00	58.29
101-4-2320-4331	931.00	.00	931.00
101-4-3120-4219	607.04	.00	607.04
101-4-3120-4221	200.58	.00	200.58
101-4-3120-4437	16.25	.00	16.25
101-4-3150-4219	444.44	59.85-	384.59

GL Account	Debit	Credit	Proof
101-4-3150-4221	249.49	.00	249.49
101-4-5110-4219	2,723.84	.00	2,723.84
101-4-5110-4221	448.34	.00	448.34
101-4-5110-4415	1,240.00	.00	1,240.00
101-4-5220-4409	178.75	.00	178.75
101-4-5510-4409	200.00	.00	200.00
221-2020	133.88	5,532.18-	5,398.30-
221-4-5400-4219	330.77	.00	330.77
221-4-5400-4415	658.17	.00	658.17
221-4-5410-4219	624.00	.00	624.00
221-4-5430-4219	101.86	.00	101.86
221-4-5430-4251	861.85	.00	861.85
221-4-5430-4252	1,320.75	133.88-	1,186.87
221-4-5430-4259	1,634.78	.00	1,634.78
462-2020	.00	88,418.89-	88,418.89-
462-2070	4,420.95	.00	4,420.95
462-4-7000-4440	83,997.94	.00	83,997.94
465-2020	.00	40,545.04-	40,545.04-
465-4-7000-4601	32,878.85	.00	32,878.85
465-4-7000-4611	7,666.19	.00	7,666.19
466-2020	.00	14,573.95-	14,573.95-
466-4-7000-4601	11,581.47	.00	11,581.47
466-4-7000-4611	2,992.48	.00	2,992.48
467-2020	.00	83,323.49-	83,323.49-
467-4-7000-4601	83,323.49	.00	83,323.49
602-2020	.00	1,102.62-	1,102.62-
602-4-9010-4321	143.10	.00	143.10
602-4-9010-4404	510.02	.00	510.02
602-4-9020-4219	64.50	.00	64.50
602-4-9050-4219	385.00	.00	385.00
603-2020	20.04	19,986.95-	19,966.91-
603-4-9111-4251	13,908.94	.00	13,908.94
603-4-9111-4252	409.75	20.04-	389.71
603-4-9111-4253	2,352.94	.00	2,352.94
603-4-9111-4255	713.50	.00	713.50
603-4-9111-4256	309.95	.00	309.95
603-4-9111-4332	292.49	.00	292.49
603-4-9112-4404	326.95	.00	326.95
603-4-9151-4251	625.96	.00	625.96
603-4-9151-4253	247.22	.00	247.22

GL Account	Debit	Credit	Proof
603-4-9151-4332	25.06	.00	25.06
603-4-9152-4404	774.19	.00	774.19
Grand Totals:	275,835.52	275,835.52-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____



Request for Action

To
City Council

Item Number
4.2

Meeting Date
August 17, 2026

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Agreements with Axon

Reviewed by
David Kuhnly
Cal Portner
Justin Dunford

Action Requested

Execute, by motion, two agreements between the City of Elk River and Axon Enterprises, Inc.

Background/Discussion

The first Axon Agreement is to replace the camera system in the interview rooms that are at the end of their life cycle and are no longer supported by Axon. The camera system is needed to remain compliant with law enforcement standards surrounding the collection of investigatory interviews.

The second Axon Agreement is a required transfer of the police department's licenses from the Basic model to the Pro model. The Axon platform now requires the Pro license and has discontinued the Basic license; the Pro model is required to continue using the software.

The Council discussed the camera upgrades at its Regular Meeting Work Session on July 6, 2026.

Financial Impact

Fees are listed in the agreement.

Mission/Policy/Goal

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

Attachments

1. Axon License Adjustment Agreement
2. Axon Interview Rooms Agreement

The Elk River Vision

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



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-887876-46224KP

Issued: 07/21/2026

Quote Expiration: 07/31/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 110486

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Elk River Police Dept. - MN 13077 Orono Pkwy NW Elk River, MN 55330-5600 USA	Elk River Police Dept. - MN 13077 Orono Pkwy NW Elk River MN 55330-5600 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Darren McKernan Phone: (763) 635-1202 Email: dmckernan@elkrivernm.gov Fax: (763) 6351250

Quote Summary

Program Length	44 Months
TOTAL COST	\$14,292.80
ESTIMATED TOTAL W/ TAX	\$14,292.80

Discount Summary

Average Savings Per Year	\$660.04
TOTAL SAVINGS	\$2,420.16

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$2,598.68	\$0.00	\$2,598.68
Mar 2027	\$3,898.04	\$0.00	\$3,898.04
Mar 2028	\$3,898.04	\$0.00	\$3,898.04
Mar 2029	\$3,898.04	\$0.00	\$3,898.04
Total	\$14,292.80	\$0.00	\$14,292.80

Quote Unbundled Price:	\$16,712.96
Quote List Price:	\$16,712.96
Quote Subtotal:	\$14,292.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	8	44		\$47.48	\$40.60	\$14,292.80	\$0.00	\$14,292.80
Total							\$14,292.80	\$0.00	\$14,292.80

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	24	08/01/2026	03/31/2030
Pro License Bundle	73746	Axon Evidence - ECOM License - Pro	8	08/01/2026	03/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	13077 Orono Pkwy NW	Elk River	MN	55330-5600	USA

Payment Details

Aug 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	ProLicense	Pro License Bundle	8	\$2,598.68	\$0.00	\$2,598.68
Total				\$2,598.68	\$0.00	\$2,598.68

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	ProLicense	Pro License Bundle	8	\$3,898.04	\$0.00	\$3,898.04
Total				\$3,898.04	\$0.00	\$3,898.04

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	ProLicense	Pro License Bundle	8	\$3,898.04	\$0.00	\$3,898.04
Total				\$3,898.04	\$0.00	\$3,898.04

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	ProLicense	Pro License Bundle	8	\$3,898.04	\$0.00	\$3,898.04
Total				\$3,898.04	\$0.00	\$3,898.04

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/21/2026





Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-871422-46224KP

Issued: 07/21/2026

Quote Expiration: 09/28/2026

Estimated Contract Start Date: 01/01/2027

Account Number: 110486

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Elk River Police Dept. - MN 13077 Orono Pkwy NW Elk River, MN 55330-5600 USA	Elk River Police Dept. - MN 13077 Orono Pkwy NW Elk River MN 55330-5600 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Joseph Gacke Phone: 7636351203 Email: jgacke@elkrivernm.gov Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$127,381.68
ESTIMATED TOTAL W/ TAX	\$127,381.68

Discount Summary

Average Savings Per Year	\$1,415.35
TOTAL SAVINGS	\$14,153.52

Payment Summary

Date	Subtotal	Tax	Total
Jan 2027	\$12,738.15	\$0.00	\$12,738.15
Jan 2028	\$12,738.17	\$0.00	\$12,738.17
Jan 2029	\$12,738.17	\$0.00	\$12,738.17
Jan 2030	\$12,738.17	\$0.00	\$12,738.17
Jan 2031	\$12,738.17	\$0.00	\$12,738.17
Jan 2032	\$12,738.17	\$0.00	\$12,738.17
Jan 2033	\$12,738.17	\$0.00	\$12,738.17
Jan 2034	\$12,738.17	\$0.00	\$12,738.17
Jan 2035	\$12,738.17	\$0.00	\$12,738.17
Jan 2036	\$12,738.17	\$0.00	\$12,738.17
Total	\$127,381.68	\$0.00	\$127,381.68

Quote Unbundled Price:	\$141,535.20
Quote List Price:	\$141,535.20
Quote Subtotal:	\$127,381.68

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50265	Axon Interview - IO Red LED	4	1		\$35.00	\$31.50	\$126.00	\$0.00	\$126.00
74056	Axon Interview - Touch Panel Wall Mount	3	1		\$64.00	\$57.60	\$172.80	\$0.00	\$172.80
50433	Axon Interview - IO Push Button	4	1		\$78.00	\$70.20	\$280.80	\$0.00	\$280.80
50258	Axon Interview - IO Module Cabinet	2	1		\$445.00	\$400.50	\$801.00	\$0.00	\$801.00
50267	Axon Interview - IO Module	2	1		\$788.00	\$709.20	\$1,418.40	\$0.00	\$1,418.40
50118	Axon Interview - Mic - Wired (Standard Mic)	2	1		\$209.00	\$188.10	\$376.20	\$0.00	\$376.20
50298	Axon Interview - Camera - Overt Dome	2	1		\$985.00	\$886.50	\$1,773.00	\$0.00	\$1,773.00
50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	1		\$1,338.00	\$1,204.20	\$2,408.40	\$0.00	\$2,408.40
50322	Axon Interview - Touch Panel Pro	3	1		\$2,532.00	\$2,278.80	\$6,836.40	\$0.00	\$6,836.40
50295	Axon Interview - Server - Pro	2	1		\$5,413.00	\$4,871.70	\$9,743.40	\$0.00	\$9,743.40
A la Carte Software									
50041	Axon Interview - Streaming Server License - Per Server	2	1		\$1,750.00	\$1,575.00	\$3,150.00	\$0.00	\$3,150.00
50037	Axon Interview - Client Software - Per Touch Panel-PC	3	1		\$1,500.00	\$1,350.00	\$4,050.00	\$0.00	\$4,050.00
50043	Axon Interview - Streaming Server Maintenance - Per Server	2	120		\$36.83	\$33.15	\$7,955.28	\$0.00	\$7,955.28
50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	120		\$31.50	\$28.35	\$10,206.00	\$0.00	\$10,206.00
50045	Axon Evidence - Storage - Interview Room Unlimited	4	120		\$124.80	\$112.32	\$53,913.60	\$0.00	\$53,913.60
A la Carte Services									
50431	Axon Interview - Installation - IO Additional LED	2	1		\$500.00	\$450.00	\$900.00	\$0.00	\$900.00
50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	1		\$1,000.00	\$900.00	\$1,800.00	\$0.00	\$1,800.00
50432	Axon Interview - Installation - IO Push Button	4	1		\$500.00	\$450.00	\$1,800.00	\$0.00	\$1,800.00
85170	Axon Interview - Installation - Standard (Per Room)	4	1		\$5,000.00	\$4,500.00	\$18,000.00	\$0.00	\$18,000.00
A la Carte Warranties									
101648	Axon Interview - Ext Warranty - 5 Years	4	1		\$464.00	\$417.60	\$1,670.40	\$0.00	\$1,670.40
Total							\$127,381.68	\$0.00	\$127,381.68

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50118	Axon Interview - Mic - Wired (Standard Mic)	2	1	12/01/2026
A la Carte	50258	Axon Interview - IO Module Cabinet	2	1	12/01/2026
A la Carte	50265	Axon Interview - IO Red LED	4	1	12/01/2026
A la Carte	50267	Axon Interview - IO Module	2	1	12/01/2026
A la Carte	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	1	12/01/2026
A la Carte	50295	Axon Interview - Server - Pro	2	1	12/01/2026
A la Carte	50298	Axon Interview - Camera - Overt Dome	2	1	12/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50322	Axon Interview - Touch Panel Pro	3	1	12/01/2026
A la Carte	50433	Axon Interview - IO Push Button	4	1	12/01/2026
A la Carte	74056	Axon Interview - Touch Panel Wall Mount	3	1	12/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	01/01/2027	12/31/2036
A la Carte	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	01/01/2027	12/31/2036
A la Carte	50041	Axon Interview - Streaming Server License - Per Server	2	01/01/2027	12/31/2036
A la Carte	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	01/01/2027	12/31/2036
A la Carte	50045	Axon Evidence - Storage - Interview Room Unlimited	4	01/01/2027	12/31/2036

Services

Bundle	Item	Description	QTY
A la Carte	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2
A la Carte	50431	Axon Interview - Installation - IO Additional LED	2
A la Carte	50432	Axon Interview - Installation - IO Push Button	4
A la Carte	85170	Axon Interview - Installation - Standard (Per Room)	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	Axon Interview - Ext Warranty - 5 Years	4		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	13077 Orono Pkwy NW	Elk River	MN	55330-5600	USA

Payment Details

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 1	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 1	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 1	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 1	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 1	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.34	\$0.00	\$5,391.34
Annual Payment 1	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 1	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 1	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 1	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 1	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 1	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 1	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 1	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 1	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 1	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 1	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 1	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 1	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 1	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.15	\$0.00	\$12,738.15

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 2	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 2	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 2	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 2	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 2	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 2	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 2	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 2	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 2	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 2	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 2	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 2	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 2	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 2	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 2	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 2	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 2	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 2	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 3	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 3	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 3	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 3	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.52	\$0.00	\$795.52
Annual Payment 3	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.37	\$0.00	\$5,391.37
Annual Payment 3	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 3	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 3	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 3	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 3	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 3	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 3	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 3	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 3	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 3	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 3	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 3	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 3	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 3	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 4	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 4	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 4	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 4	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 4	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 4	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 4	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 4	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 4	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 4	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 4	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 4	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 4	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 4	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 4	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 4	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 4	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 4	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 4	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 5	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 5	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 5	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 5	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 5	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 5	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 5	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 5	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 5	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 5	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 5	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 5	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 5	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 5	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 5	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 5	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 5	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 5	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 5	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 6	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 6	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 6	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 6	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 6	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 6	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 6	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 6	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 6	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 6	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 6	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 6	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 6	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 6	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 6	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 6	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 6	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 6	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 6	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 7	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 7	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 7	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 7	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 7	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 7	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 7	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 7	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 7	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 7	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 7	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 7	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 7	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 7	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 7	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 7	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 7	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 7	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 7	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2034						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 8	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 8	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 8	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 8	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.52	\$0.00	\$795.52
Annual Payment 8	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.37	\$0.00	\$5,391.37
Annual Payment 8	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 8	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 8	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 8	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 8	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 8	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 8	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 8	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 8	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 8	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 8	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 8	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 8	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 8	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2035						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 9	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 9	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60

Jan 2035						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 9	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 9	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 9	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 9	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 9	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 9	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 9	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 9	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 9	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 9	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 9	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 9	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 9	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 9	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 9	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 9	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Jan 2036						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	101648	Axon Interview - Ext Warranty - 5 Years	4	\$167.04	\$0.00	\$167.04
Annual Payment 10	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	\$405.00	\$0.00	\$405.00
Annual Payment 10	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	\$1,020.60	\$0.00	\$1,020.60
Annual Payment 10	50041	Axon Interview - Streaming Server License - Per Server	2	\$315.00	\$0.00	\$315.00
Annual Payment 10	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	\$795.53	\$0.00	\$795.53
Annual Payment 10	50045	Axon Evidence - Storage - Interview Room Unlimited	4	\$5,391.36	\$0.00	\$5,391.36
Annual Payment 10	50118	Axon Interview - Mic - Wired (Standard Mic)	2	\$37.62	\$0.00	\$37.62
Annual Payment 10	50258	Axon Interview - IO Module Cabinet	2	\$80.10	\$0.00	\$80.10
Annual Payment 10	50265	Axon Interview - IO Red LED	4	\$12.60	\$0.00	\$12.60
Annual Payment 10	50267	Axon Interview - IO Module	2	\$141.84	\$0.00	\$141.84
Annual Payment 10	50293	Axon Interview - Camera - Overt PTZ (Pan-Tilt-Zoom)	2	\$240.84	\$0.00	\$240.84
Annual Payment 10	50295	Axon Interview - Server - Pro	2	\$974.34	\$0.00	\$974.34
Annual Payment 10	50298	Axon Interview - Camera - Overt Dome	2	\$177.30	\$0.00	\$177.30
Annual Payment 10	50322	Axon Interview - Touch Panel Pro	3	\$683.64	\$0.00	\$683.64
Annual Payment 10	50430	Axon Interview - Installation - IO Module Cabinet 1 LED	2	\$180.00	\$0.00	\$180.00
Annual Payment 10	50431	Axon Interview - Installation - IO Additional LED	2	\$90.00	\$0.00	\$90.00
Annual Payment 10	50432	Axon Interview - Installation - IO Push Button	4	\$180.00	\$0.00	\$180.00
Annual Payment 10	50433	Axon Interview - IO Push Button	4	\$28.08	\$0.00	\$28.08
Annual Payment 10	74056	Axon Interview - Touch Panel Wall Mount	3	\$17.28	\$0.00	\$17.28
Annual Payment 10	85170	Axon Interview - Installation - Standard (Per Room)	4	\$1,800.00	\$0.00	\$1,800.00
Total				\$12,738.17	\$0.00	\$12,738.17

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/21/2026





Request for Action

To
City Council

Item Number
4.3

Meeting Date
August 17, 2026

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
193rd Avenue and Evans Street Roundabout —
Property Acquisition and Easement Agreement
Services

Reviewed by
Justin Femrite
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the professional service agreement with Evergreen Land Services to perform property acquisition services related to the anticipated roundabout project located at 193rd Ave/Evans St.

Background/Discussion

After receiving notice of award for \$1,336,000 of federal funding through round two of the Carbon Reduction Program for this project, the timelines to obtain federal authorization are expedited to June 30, 2027.

Property acquisition and easement agreements are one of the steps in this process. We obtained two quotes to perform these services, ranging from \$27,620 to \$33,000, and are recommending the low quote from Evergreen Land Services.

Financial Impact

This portion of the project will be covered under the local match and will be funded through our Minnesota State Aid account. The awarded grant funding will supplement the construction costs.

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Evergreen Quote
2. Preliminary Roundabout Impacts

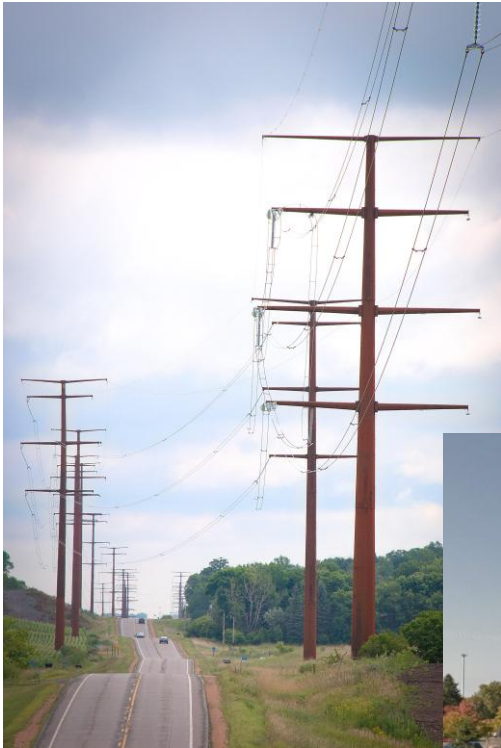
The Elk River Vision

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

Roundabout at 193rd Avenue and Evans Street



APPRAISAL, ACQUISITION
AND RELOCATION SPECIALISTS



Prepared for the City of Elk River

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Company Overview

Evergreen Land Services Company (ELS) specializes in all aspects of land and land rights acquisition and valuation.

ELS has been providing right-of-way and land acquisition services that includes appraisal and relocation services, to governmental, public utilities and other private entities since 1972.

ELS has a decade long history of successful partnering with multiple state, county and municipal agencies as well as private engineering and legal firms. ELS strives to be a valued team member in assisting clients to meet their goals and timelines.

ELS provides the full spectrum of land and right-of-way services including planning, route selection, project counseling, field title investigation, valuation, acquisition, relocation, public meetings, permitting, industry education, regulatory and audit compliance and many more services. All of ELS actions, activities, processes and policies are in compliance with the Federal Uniform Act governing land and land rights acquisition.

ELS team members hold all applicable licenses required by law to acquire land for right-of-way projects and appraisals.

ELS is a MNDOT pre-qualified consultant in the areas of direct purchase, field title investigations, appraisal and relocation services. ELS is the designated right-of-way consultant for multiple municipalities.

ELS is committed to meeting our client's right-of-way needs in a professional and timely manner. Our goal is to provide the highest service and product through education, experience and perseverance.

ELS has a reputation for completing projects on schedule, within budget and without loss of Federal or State Aid Funds. ELS's ability to meet deadlines is well recognized by many clients who have selected ELS to assist with their projects.

ELS has been through the auditing process several times with Mn/DOT and the Federal Highway Administration. Audits are necessary to receive certain funding. We have received compliments in these audits on our files, record keeping, success in our accomplishments and the meeting of budgets and schedules.

ELS has found that some land acquisition and relocation projects are controversial. However, we feel an experienced and qualified staff can do a great deal to overcome the misconceptions about the program and the acquisition and relocation process.

Company Overview

The ELS team consists of the following personnel:

CONSULTANT TEAM

ELS President, Acquisition Manager
ELS Vice President, Relocation Manager

Matthew Storm, SR/WA
Steve Carlson

Appraisal Services

Evergreen Land Services Company (ELS) offers appraisal services to our clients. ELS has a Certified General Real Property Appraiser on staff who has experience with the appraisal of partial acquisitions. ELS can provide the following appraisal formats:

1. Appraisal Report – can be used for any type of acquisition and is a typical format in the industry. The Appraisal Report format must be provided when the intended users include parties other than the client.
2. Restricted Appraisal Report – can be used for acquisitions of typical residential properties, vacant land, or for partial acquisitions involving easily supported damages to the remainder of the property. When the intended users do not include parties other than the client, a Restricted Appraisal Report may be provided.
3. Minimum Damage Assessments (MDA's) – this format is not technically an appraisal, but is a format promoted by Mn/DOT to be used for uncomplicated acquisitions up to a value of \$25,000, including simple partial acquisitions where only land or land and minor improvements are involved.

In conjunction with the “Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970” (commonly known as the Uniform Act), ELS offers property owners the opportunity to accompany the appraiser on the inspection of their properties and treats the property owners with respect.

Appraisals are prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as well as Mn/DOT or other agency regulations.

Appraisal Review - ELS can also provide appraisal review services. Reviews can be via form or narrative reports depending on the client's request and the complexity of the appraisal. Review criteria includes sound appraisal principles and USPAP conformance, as well as Mn/DOT or other agency regulations.

Consultation - ELS understands the appraisal process and requirements and can provide appraisal expertise in the form of consultation for appraisal contracting or condemnation.

Appraisal Fees – Fees are dependent on the client's desired appraisal format and the complexity of the appraisal problem, but can be via an hourly rate of \$115.00 plus costs or a charge per appraisal.

Acquisition Services

The acquisition process typically begins with an initial meeting with the client's staff to discuss project coordination and procedures. After receiving the appraisal of fair market value for each parcel, ELS staff will develop an acquisition file and prepare the Just Compensation Offer to be signed. ELS then meets with each individual owner to present the offer and review the appraisal, conduct negotiations with each property owner, and be available for questions from each owner regarding the acquisition file. All owners receive an information booklet explaining their rights and the acquisition process.

If the owner agrees on the acquisition price, both parties execute a purchase agreement, and a closing is set up with the closing agent and the title company. If the acquisition involves easements, ELS initiates the signing of the documents and recording at the county recorder's office. If the owner does not agree with the offer, and after an appropriate amount of time in negotiations, the client's attorney may initiate eminent domain proceedings with requested assistance from ELS.

The Acquisition Services include the following:

- Meet with client's staff to discuss project coordination, timing and procedures.
- Attend any other meetings with staff as required.
- Read appraisal and review appraisals for each parcel and discuss with appraiser and reviewer as necessary.
- Prepare just compensation offer letter for signature on all parcels.
- Prepare landowners information booklet for each parcel.
- Deliver offer letter and booklet to owners and begin negotiations.
- In negotiations, gather information and work towards resolving disagreements and disputes to get a purchase agreement or easement signed.
- All written and oral communication will be documented in each file.
- Prepare purchase agreements for all files.
- Prepare easement documents for all files.
- Prepare a weekly report on status of negotiations.
- Work with relocation team concerning vacancy dates and other activities.
- Coordinate closings and recording of instruments with the title company.
- Record easement documents.
- Work with the client's attorney or title company on issues concerning marketable title.
- If condemnation is necessary, provide services as directed by client's attorney.

Relocation Services

The project approach assists all the impacted residents and businesses, eligible for assistance under the Federal Guidelines, in relocating to adequate replacement accommodations as quickly as possible. In addition, ELS can assure each project is performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended, to maximize federal participation. All impacted residential homeowners, tenants, and businesses will be treated in a just manner and receive adequate compensation under the applicable guidelines.

ELS operates a cost effective and efficient program and addresses all the special needs of the individual residential homeowner, tenant and business. We make a concerted effort to find workable solutions to all problems related to the relocation program. We anticipate the usual range of difficulties, together with new challenges, with each project and have the capabilities to address all of these issues.

The Relocation Services include the following:

- Initial meeting with the client's staff to discuss project coordination and procedures.
- Meeting(s) with the public and occupant(s) to discuss and provide written general information on relocation benefits, documentation required, and the process applicable to each of their situations.
- Determine needs and preferences for the move and replacement location for the owner and occupants. Explain relocation benefits, the process involved with relocation and documentation requirements.
- Offer advisory services regarding the move, explanations of relocation benefits and procedures and other assistance as necessary.
- Prepare the required general information, eligibility and 90-day vacate notices for client's review and signature.
- Assist the displaced occupants to identify and document eligible reimbursable relocation costs and confirm that the submitted costs are reasonable and necessary per the regulations.
- Conduct research for comparable properties, inspect comparable properties and provide referrals to available replacement properties, as requested.
- Prepare claims for relocation payment and make recommendations to the client regarding the eligibility of relocation benefits requested by the displaced occupants.
- Throughout the project, address questions and concerns of the displaced occupants, and advise the occupants of their rights and obligations in the relocation process.
- Throughout the project, review the project/relocation status and review any questions and concerns.
- Document and close out file once all relocation benefits are issued.

This list of tasks is not all-inclusive. Our activities comply with Minnesota Statutes and the Uniform Act regulations and include all steps required in the process together with additional steps as may be helpful. All written and oral communication is documented in each file and a bi-weekly status report is updated and presented to the client.

Resumes

Matthew S. Storm, SR/WA. President, Evergreen Land Services Company. Matt has over 25 years' experience in real estate and right of way acquisitions. Matt's background in commercial property management, leasing and land sales dovetails into his current work of property and right of way acquisitions. He is knowledgeable in both field title and courthouse title work.

Matt has experience in complex acquisitions, including large individual acquisitions for government sites and numerous smaller acquisitions for road projects. Matt has managed numerous projects, including Mn/DOT projects, that included both acquisition and relocation services.

Matt has attained the "SR/WA" professional designation from the International Right of Way Association. He also served as President of the Minnesota Chapter of the International Right of Way Association. He has been a presenter at Mn/DOT's annual Right Of Way Professionals Conference. Matt holds a Minnesota and North Dakota Real Estate Brokers license and has a Minnesota Notary License.

Specialties/Expertise:

- Project Management
- Title Work
- Field Title
- Negotiations
- Document Preparation

Professional Associations:

- SR/WA Designation from International Right of Way Assoc.
- Past President of IRWA local Chapter 20
- Past IRWA Chapter 20 Professional Development Chair

Licenses:

- Real Estate Broker – MN
- Real Estate Broker - ND
- Minnesota Notary

Sampling of Project Experience

- Elm Creek Interceptor, Metropolitan Council
- Northern Lights Expansion, Northern Natural Gas
- Northwest Sewer, City of Inver Grove Heights
- CSAH 15 Road Project, Washington County
- Flagstaff Ave. Road Project, City of Farmington
- Lowry Avenue Road Project, Hennepin County
- Clear Lake Drive Road Project, Waseca County
- Highway 62 Crosstown, MN/DOT
- Highway 70, Pine County, MN/DOT
- Portland Avenue, City of Richfield
- City of Edina – 50th and France
- CapX 2020 Transmission line
- City of City of Brooklyn Center – Former Knox site acquisition
- Otter Tail County Road 9 & 38 Improvement Project
- Cottonwood County CSAH 7
- Xcel Energy Huntley-Wilmarth Transmission line

Steven Carlson. Vice President, Evergreen Land Services Company. Steven (Steve) is the Relocation Manager for Evergreen Land Services. He is the expert that handles all relocation projects, including residential, commercial and industrial relocations. Steve works closely with the displacee and the client to ensure that all paperwork is completed, that all regulations are followed, and the relocation is successful.

Steve also has experience in direct acquisitions (negotiations). However, ELS maintains separation of duties so that Steve does not negotiate and perform relocation work on the same parcel.

Steve has been a presenter numerous times at Mn/DOT's annual Right of Way Professionals Conference and is on the organizing/planning committee for the conference. Steve holds a Minnesota Real Estate License as well as a Minnesota Notary License.

Specialties/Expertise:

- Relocation Specialist
- Negotiations
- Document Preparation
- Bachelor of Science, UWRF
- "BUY THE FARM" procedures as needed with the CAPX2020 Project

Professional Associations:

- Economic Development Association of Minnesota (EDAM)
- Committee Member for Mn/Dot Annual Right-of-Way conference

Licenses:

- Real Estate Salesperson – MN
- Minnesota Notary

Sampling of Project Experience

- Great River Energy CAPX2020. Working on buying, selling and relocating "BUY THE FARM" properties.
- CSAH 15 Road Project, Washington County
- Lowry Avenue Road Project, Hennepin County
- Robert Street Improvements, West St. Paul
- Highway 62 Crosstown, MN/DOT
- Richfield Parkway Connection 66th Street, Richfield
- Northwest Sewer Project, City of Inver Grove Heights
- Clear Lake Drive Road Project, Waseca County

References

Current Client Services:

Steele County:

CSAH 48 & 49

Contact: Paul Sponholz, Assistant County Engineer

Telephone: 507-444-7672

- Purchase of a single family home.
- Relocation of single family home.

County of Sherburne:

County Roads 20 & 73

Contact: Scott Herider, Right of Way Agent

Telephone: 763-765-3303

Contact: David Roedel, County Engineer

Appraisal and Acquisition

- 68 parcel project

City of Red Wing:

Sturgeon Lake Road:

Contact: Jay Owens, City Engineer

Telephone: 651-385-3625

- Appraisal and Acquisition
- 5 parcel project

Belgrade Township:

Kerns Drive

Contact: Mary Milbrath, Supervisor

Telephone: 507-779-1466

- Box Culvert Replacement
- Appraisal and Acquisition
- 5 parcel Project

City of Virginia:

Public Safety Facility

Contact: John Sullivan, Community Development Planner

Telephone: 218-748-7500

- Acquisition and Relocation
- 39 parcel Project

References

Past Client Services

Hennepin County:

City of Richfield 66th Street Reconstruction

Contact: Eric Drager, P.E.

Telephone: 612-348-4182

- 19 Total Take Appraisals
- 12 Single Family Relocations

Weber Parkway

Contact: Brian Gust

Telephone: 612-596-0321

- 70 MDA Valuation Reports

Osseo Road

Contact: Brian Gust

- 22 Appraisal Reports

Sibley County:

County Road 160 Reconstruction

Contact: Tim Becker, Public Works Director

Telephone: 507-237-4115

- Appraisals
- 5 parcels of residential and agricultural land

Xcel Energy:

Various Powerline Projects

Contact: Chris Rogers, Senior Land Rights Agent

Telephone: 612-330-6078

- Acquisition and Appraisals

Huntley to Wilmarth Transmission Line

- 170 parcels of new acquisitions

Mn/Dot – District 2 - Duluth:

Trunk Highway 70

Contact: Roberta Dwyer, Administrator

Telephone: 218-725-2781

- 40 Parcels Field Title and Acquisition

Trunk Highway 23

Contact: Roberta Dwyer, Administrator

Telephone: 218-725-2781

- 50 Parcels Field Title and Acquisition

Steele County:

CSAH 48 & 49

Contact: Paul Sponholz, Assistant County Engineer

Telephone: 507-444-7672

- Purchase of a single family home.
- Relocation of single family home.

County of Sherburne:

County Roads 20 & 73

Contact: Scott Herider, Right of Way Agent

Telephone: 763-765-3303

Contact: David Roedel, County Engineer

Appraisal and Acquisition

- 68 parcel project

City of Red Wing:

Sturgeon Lake Road:

Contact: Jay Owens, City Engineer

Telephone: 651-385-3625

- Appraisal and Acquisition
- 5 parcel project

Belgrade Township:

Kerns Drive

Contact: Mary Milbrath, Supervisor

Telephone: 507-779-1466

- Box Culvert Replacement
- Appraisal and Acquisition
- 5 parcel Project

City of Virginia:

Public Safety Facility

Contact: John Sullivan, Community Development Planner

Telephone: 218-748-7500

- Acquisition and Relocation
- 39 parcel Project

References

Complete Client List

MUNICIPALITIES			
Austin	Appleton	Arden Hills	Blaine
Brooklyn Center	Brooklyn Park	City of Brooklyn Center	Columbia Heights
Coon Rapids	Cottage Grove	Crystal	Duluth
Eagan	Elk River	Elko New Market	Edina
Faribault	Farmington	Fridley	Golden Valley
Hugo	Inver Grove Heights	Jordan	Lexington
Lino Lakes	Long Lake	Mahtomedi	Mankato
Maple Grove	Maplewood	Mendota Heights	Minneapolis
Minnetonka	Minnetrista	Monticello	Mound
Mounds View	New Brighton	New Hope	Newport
Oak Grove	Oakdale	Otsego	Plymouth
Prior Lake	Ramsey	Richfield	Roseville
Rosemount	Savage	Shakopee	Shoreview
Shorewood	Sleepy Eye	South St. Paul	St. Anthony
St. Cloud	St. Louis Park	St. Paul	St. Peter
Vadnais Heights	Wadena	West St. Paul	Winona
Woodbury	Worthington	Fargo, ND	Grand Forks, ND
COUNTIES & TOWNSHIPS			
Anoka County	Carver County	Chisago County	
Columbus Township	Dakota County	Hassen Township	
Hennepin County	Nicollet County	Otter Tail County	
Ramsey County	Scott County	St. Louis County	
Sibley County	Stearns County	Steele County	
Vermillion Township	Washington County	Waseca County	
UTILITIES, PUBLIC ENTITIES, ENGINEERING PARTNERS, ETC.			
Amoco Oil Company	Blandin Paper Company	Bolton & Menk	
Canadian Pacific Railway	Dakota County Electric	Duluth ISD	
Enbridge	enXco Midwest	Farmington ISD	
Great River Energy	Integrus	Koch Industries	
Lakehead Pipe Line Company	Met Council	Metro Transit Commission	
Minnesota Pipeline Company	Minnesota Power	MN Dept. of Transportation	
MN Energy Resources	MN Parks & Trail Council	New Prague ISD	
Nexus Energy Solutions	North Central Public Service	Northern Minnesota Utilities	
Northern Natural Gas	NuStar Energy	Prior Lake/Savage ISD	
Prior Lk./Spring Lk.Watershed	Qwest	Ryan Companies	
SEH	Southern MN Municipal Power	Washington County ISD	
Sprint	SRF	City of Burnsville	
TKDA	Ultieg	Union Carbide Corporation	
US Army Corps of Engineers	Valley Creek Watershed District	Viking Pipeline Company	
Western Gas Utilities, Inc	Xcel Energy	Wideth Smith Nolting	

Fees

Work Division or Task	Number of Parcels Or Specific Parcel	Number of Hours Per Parcel	Hourly Charge	Total
Team Meeting	One meeting	N/A	N/C	N/C
Land Only Appraisals	4	\$3,500.00 ea.		\$14,000.00
MDA Valuations	4	\$900.00 ea.		\$3,600.00
Project Management	4	2.0	\$115.00	\$920.00
Preparation of Parcel File, Offer Letter and Easement Documents	4	2.0	\$100.00	\$ 800.00
Offers and Negotiations	4	25	\$100.00	\$10,000.00
Recording Documents	4	1.0	\$100.00	\$ 400.00
Expenses: Mileage, meals, etc.				\$ 1,500.00
TOTAL				
With MDA Valuations				\$17,220.00
With Appraisals				\$ 27,620.00

*The appraisal will be in narrative "Appraisal Report" format (per USPAP) and conform to the yellow book standard. This cost estimate does not include Eminent Domain support or testimony by the appraiser.

Please contact me at 651-882-0200 if you have any questions or concerns.

Sincerely,



Matthew Storm, SR/WA

President

Accepted by: _____ Date: _____

City of Elk River New Roundabout at 193rd Avenue and Evans Street.

2026 RATE SCHEDULE

Acquisition Services

Acquisition Manager	\$115.00 per hour
Acquisition Agent	\$100.00 per hour

Appraisal Services

Appraisal Manager	\$115.00 per hour
Appraiser	\$100.00 per hour
Appraisal	Per Appraisal

Appraisals are usually charged on a per appraisal basis, but appraiser can also bill for work on an hourly basis.

Relocation Services

Relocation Manager	\$115.00 per hour
Relocation Consultant	\$100.00 per hour

Title Services

Title Company or Law Firm	\$4500.00 per parcel
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Expenses

Vehicle mileage allowance (IRS Rate)	\$0.76 per mile/IRS Rate
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Per Diem & Misc. Costs

Meals	\$45.00/day
Hotel	Actual costs

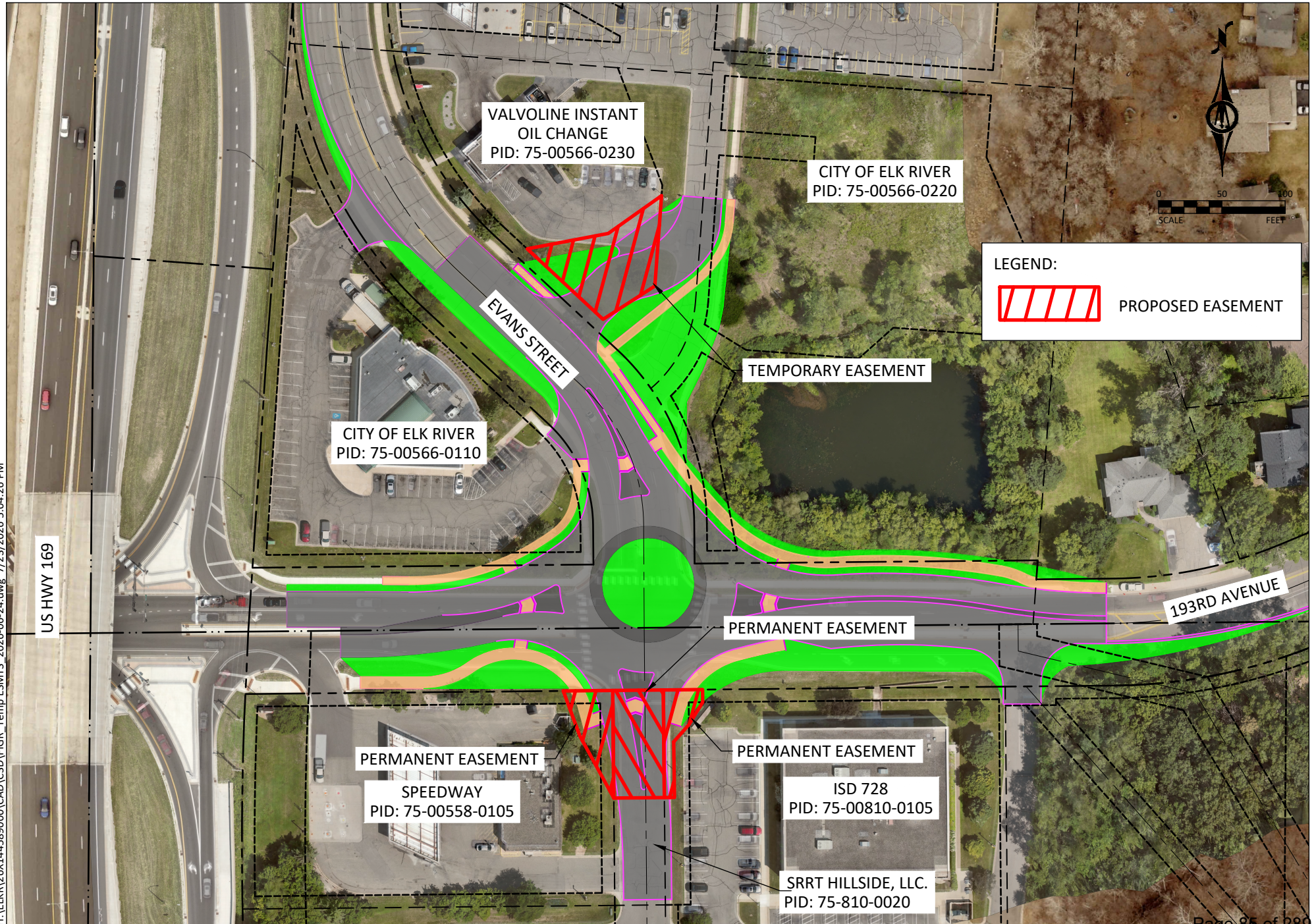
Miscellaneous costs consist of such items as maps, copies of documents, expendable material, recording fees, subcontractor or other costs required to complete projects.

193RD AVENUE ROUNDABOUT

City of Elk River

Proposed Easement Figure

JULY 2026



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Request for Action

To
City Council

Item Number
4.4

Meeting Date
August 17, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
3.2 Percent Malt Liquor Off-Sale License: Kwik Trip, Inc.

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, a 3.2 percent malt liquor off-sale license to Kwik Trip, LLC. License valid August 18, 2026, through June 30, 2027.

Background/Discussion

Kwik Trip LLC requests a 3.2 percent malt liquor off-sale license for their location at 13566 185th Ave NW.

Financial Impact

N/A

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
4.5

Meeting Date
August 17, 2026

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Resolution 26-52: TIF 30 Assistance Agreement

Reviewed by
Brent O'Neil
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, Resolution 26-52 approving the revised version of the Tax Increment Financing (TIF) 30 Assistance Agreement.

Background/Discussion

The City Council held a public hearing on May 4, 2026, to consider TIF for the expansion of Crystal Distribution, Inc. (CDI). CDI intends to add approximately 40,000 sf of industrial production space to its location at 17560 Tyler St. NW. The TIF agreement, as previously approved, provided \$400,000 in incentive to the company, primarily to offset a portion of the land purchase cost. The EDA was assigned the task of relocating several hundred feet of storm sewer, for which the EDA would be reimbursed through TIF as well.

As the project scope has evolved, it has been determined that the most efficient way to deliver the project is for CDI to take responsibility for all site development tasks. The revised TIF agreement assigns the relocation of the storm sewer to CDI. With no responsibility assigned to the city or EDA, the distribution of TIF has been modified so that the incentive to CDI has been increased by \$273,000. Previously, a similar amount would have been directed to the EDA through an interfund loan.

This agreement retains a provision that the EDA may be reimbursed up to \$91,000 for an initial price concession it made on the land sale. This is subject to TIF dollars being available after CDI has been reimbursed for the amount in this agreement.

Financial Impact

The TIF agreement will allow \$673,000 to be reimbursed to CDI, \$91,000 to the EDA, with 5% annual TIF receipts to be withheld by the city for administrative costs.

Mission/Policy/Goal

Support industrial growth.

Attachments

- I. Resolution 26-52: CDI Development Agreement

The Elk River Vision

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

2. CDI TIF Development Agreement



City of Elk River City Council

Resolution 26-52

A Resolution of the City Council of the City of Elk River a TIF assistance agreement with O'Brien Holdings, LLC

BE IT RESOLVED BY the City Council (the "Council") of the City of Elk River, Minnesota (the "City") as follows:

Section 1. Recitals.

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

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

1.03. The Authority proposes to sell the Development Property to the Developer at the price of \$609,000. The purchase price for the Development Property will be paid from cash in the amount of \$518,000, and a Purchase Price Note (the "Purchase Price Note") from the Developer in the amount of \$91,000 which will be repaid on a subordinate basis from available tax increment generated by property within the TIF District in accordance with the TIF Assistance Agreement. In addition, the City proposes to reimburse the Developer for certain public development costs in the amount not to exceed \$673,000 through the issuance of a pay as you go tax increment financing note (the "TIF Note"), subject to the terms and conditions set forth in the TIF



Assistance Agreement.

1.04. The City hereby finds that the execution of the TIF Assistance Agreement and performance of the City's obligations thereunder are in the best interest of the City and its residents.

1.05. The City Council previously approved a form of the TIF Assistance Agreement on May 4, 2026 after a duly noticed public hearing; provided, however, the parties have renegotiated certain terms of the TIF Assistance Agreement, and accordingly, the TIF Assistance Agreement has been re-submitted to the City Council for its approval.

Section 2. Agreement Approved.

2.01 The Council approves the TIF Assistance Agreement in substantially the form presented to the Council, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications, or consents referenced in or attached to the TIF Assistance Agreement including the assessment agreement and the TIF Note (the "Development Documents").

2.02. The Council hereby authorizes the Mayor and City Clerk, in their discretion and at such time, if any, as they may deem appropriate, to execute the Development Documents on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder when all conditions precedent thereto have been satisfied. The Development Documents shall be in substantially the form on file with the City and the approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein.

2.03. In the event of absence or disability of the officers, any of the documents authorized by this resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of the City Attorney, may act on their behalf. Upon execution and delivery of the Development Documents, the



officers and employees of the Council are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Council to implement the Development Documents, including without limitation the issuance of tax increment revenue obligations thereunder when all conditions precedent thereto have been satisfied and reserving funds for the payment thereof in the applicable tax increment accounts and the crediting of tax increments to the payment of the Purchase Price Note when all conditions precedent thereto have been satisfied.

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

Passed and adopted this 17th day of August 2026.

Mike Beyer, Acting Mayor

ATTEST:

Justin Dunford, City Clerk



TIF ASSISTANCE AGREEMENT

By and Between

CITY OF ELK RIVER, MINNESOTA,

THE ECONOMIC DEVELOPMENT AUTHORITY FOR THE CITY OF ELK RIVER,

and

O'BRIEN HOLDINGS, LLC

Dated as of: _____, 2026

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

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TIF ASSISTANCE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, the Purchase Price Note (as hereinafter defined) and the TIF Note (as hereinafter defined) constitute a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the “Business Subsidy Act”), and the City has adopted criteria for awarding business subsidies

that comply with the Business Subsidy Act, after a public hearing for which notice was published in compliance with the Business Subsidy Act; and

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

“Board” means the Board of Commissioners of the Authority.

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

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

“City” means the City of Elk River, Minnesota.

“City Pledged Tax Increment” means on each Payment Date following the payment in full of the TIF Note, the Tax Increment attributable to the Development Property and paid to the City by Sherburne County in the six months preceding the Payment Date which shall be used to pay the Purchase Price Note.

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

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

“Construction Documents” shall mean the following documents, all of which shall be in form and substance acceptable to City, such acceptance not to be unreasonably withheld, delayed or conditioned: (a)

evidence satisfactory to City showing that the Minimum Improvements conform to applicable zoning, subdivision and building code laws and ordinances; (b) a copy of the executed agreement, if any, between Developer and an architect for architectural services for the Minimum Improvements, if any, and (c) a copy of the executed general contractor's contract, if any, for construction of the Minimum Improvements.

"Construction Plans" means the plans, specifications, drawings and related documents on the construction work to be performed by or on behalf of the Developer on the Development Property which a) shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following for each building: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

"County" means the County of Sherburne, Minnesota.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Minnesota.

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

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

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

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

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

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

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

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

“TIF Note Pledged Tax Increment,” means, on each Payment Date, 95% of the Tax Increment attributable to the Development Property and paid to the City by Sherburne County in the six months preceding the Payment Date, but solely to the extent payable on such Payment Date pursuant to the TIF Note. TIF Note Pledged Tax Increment shall not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under this Agreement.

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

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

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ARTICLE II

Representations and Warranties

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The Developer will make reasonable efforts to obtain, or cause the Tenant to obtain, in a timely manner, all required permits, licenses, and approvals for the Minimum Improvements, and will make reasonable efforts to meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

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

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

(g) The proposed development by the Developer hereunder would not occur but for the tax increment financing assistance being provided by the City and the Authority hereunder. The Minimum Improvements would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

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

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

(j) To the actual knowledge of the Developer, no member of the City Council, no other officer

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

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

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

ARTICLE III

Acquisition and Conveyance of Property; TIF Assistance

Section 3.1. Conveyance of the Authority Property. As of the date of this Agreement, the Authority owns the Authority Property described in Exhibit A. On and as of the Closing Date, (a) an administrative lot line adjustment shall have been approved by the Authority, Developer and the City to split the Authority Property from Seller's parcel described as Lot 1, Block 1, NORTHSTAR BUSINESS PARK for the purpose of conveying the Authority Property to Developer, and combining the Authority Property with Developer's existing property described as Lot 2, Block 1, NORTHSTAR BUSINESS PARK, as one tax parcel for real estate tax purposes (the "Lot Adjustment") and (b) the Authority will convey title to and possession of the Authority Property to the Developer, subject to all the terms and conditions of this Agreement and the Purchase Agreement.

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

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

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

Section 3.3 Compliance with Environmental Requirements.

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

(b) The City and the Authority make no warranties or representations regarding, nor do they indemnify the Developer with respect to, the existence or nonexistence on or in the vicinity of the Authority Property or anywhere within the TIF District of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances") and Developer waives any claims against the City and the

Authority for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Authority Property.

Section 3.4. Reimbursement of Public Development Costs; Issuance of TIF Note. The City has determined that, in addition to providing the Land Write Down described in Section 3.2, in order to make development of the Minimum Improvements financially feasible, it is necessary to reimburse Developer for a portion of its Public Development Costs through the issuance of the TIF Note, subject to the terms of this Section. The total principal amount of Public Development Costs subject to reimbursement will not exceed \$673,000. Public Development Costs in excess of the specified total are the responsibility of the Developer.

(a) *Conditions for Delivery of TIF Note.* To reimburse a portion of the Public Development Costs incurred by Developer, the City shall issue the TIF Note, in a principal amount equal to the lesser of (i) \$673,000; or (ii) the amount of Public Development Costs actually incurred and shall be dated as of its date of issuance subject to reduction in accordance with 3.3 hereof. The principal of the TIF Note shall be payable on a pay-as-you-go basis solely from the TIF Note Pledged Tax Increment as provided below. The City shall issue and deliver the TIF Note upon the occurrence of the following:

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

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

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

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

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

(d) *Qualifications.* The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of TIF Note Pledged Tax Increment, or that revenues pledged to the TIF Note will be sufficient to pay the principal amount of the TIF Note. The Developer further acknowledges that estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or this Agreement are for the benefit of the City, and are not intended as representations on which the Developer may rely. If the Public Development Costs exceed the maximum aggregate principal amount of the TIF Note, such excess is the sole responsibility of Developer. The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only TIF Note Pledged Tax

Increments shall be used to pay the principal of the TIF Note. The Developer further acknowledges that if development of the Minimum Improvements is delayed or not completed, the effect of such delay or failure to complete may be to reduce the amount of the Tax Increment available to pay the TIF Note. The Developer acknowledges the risk factors listed in Exhibit 1 to the TIF Note. After the payment in full of the TIF Note, the City may apply Tax Increments to the payment of the Purchase Price Note.

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

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

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

- (i) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
- (ii) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
- (iii) Research and development related to the activities listed in clause (1) or (2); or
- (iv) Space necessary for and related to the activities listed in clauses (1) to (3).

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

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

(b) The limitation on the allowable uses in the TIF District specified in subsection (a)(1) above is based solely on compliance with the requirements of the TIF Act for an economic development district. In

addition, the City's zoning ordinance and other land use regulations restrict the uses permissible in the TIF District and include other limitations on development. The Developer acknowledges and agrees to comply with all such regulations.

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

Section 3.6. Business Subsidy Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.8. Utility Relocation.

(a) **Plans and Specifications.** The Developer shall relocate the public stormwater utilities on the Development Property (the “Utility Improvements”) at its own cost and expense. Prior to commencing work on the Utility Improvements, the Developer must, first submit to the City engineer approval of the plans and specifications for the Utility Improvements. All plans and specifications must be prepared by a licensed registered professional engineer in accordance with all laws, statutes, regulations, rules, codes, acts, charters, ordinances, resolutions, orders, permits, judgments, decrees, injunctions, directions, policies and requirements of all governmental authorities that are applicable to the Development Property. If the plans and specifications are rejected by the City engineer, the City engineer will provide a list of why the plans and specifications are deficient and the Developer shall revise plans and specifications to correct such deficiencies and shall resubmit them for review by the City engineer pursuant to this paragraph.

(b) **Progress Reports.** Upon request, the Developer shall submit a written progress report to the City showing work completed on the Utility Improvements for the period and estimated percentages of completion; project schedule status; pending and approved change orders, if any; permit compliance and progress report list; status report of work rejected by the City; and additional information requested by the City.

(c) **Access.** Subject to and in accordance with the general contractor’s and Developer’s reasonable construction site safety program and procedures, the Developer will provide the City and its consultants with access at all times to the construction work relating to Utility Improvements whether it is completed or in progress; provided, however, that nothing in this Agreement will limit, restrict or inhibit the City’s access to the Development Property for purpose of conducting inspections or other activities in accordance with its regulatory authority, police powers, or otherwise to protect public health and safety. The City will notify the Developer of any work that does not comply with its requirements, the provisions of this Agreement or any applicable federal, state and local laws, ordinances, rules and regulations, and the Developer must take prompt action to remedy the noted deficiencies; provided, however, the City will not exercise any direct supervision or control of the work during construction operations.

(d) **Final Inspection.** If the Developer requests final inspection but City determines that the Utility Improvements are not complete and ready for acceptance, the City will so notify the Developer in writing and include a reasonably detailed description of noted deficiencies. If the City issues such a rejection notice, the Developer may proceed to correct such deficiencies and request the City to perform additional inspections, which the City shall complete until such time as the City determines the Utility Improvements are complete and ready for acceptance; provided, however, that the Developer shall be responsible for any costs incurred to correct and re-inspect such nonconforming work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any inspectors or other consultants employed by the City.

(e) **Notice.** If the City determines that the Utility Improvements are complete and ready for acceptance, the City will so notify the Developer in writing.

(f) **Warranty.** The Developer warrants that all materials and equipment incorporated in the Utility Improvements will be of good quality and new. The Developer further warrants the Utility Improvements against poor material and faulty workmanship. The warranty period for the Utility Improvements is one year and will commence on the date City accepts the Utility Improvements.

(g) **Corrections.** If within one year after the date of final inspection and acceptance of the Utility Improvements, any of the accepted work is found to be defective or not to be in accordance with the requirements of the plans and specifications and federal, state and local laws, ordinances, rules and regulations, the Developer shall correct it promptly upon written notice from the City. If the Developer fails to correct defective or nonconforming work within a commercially reasonable period of time, the City may, be is not

obligated to, proceed to correct the work; provided, however, that the Developer shall be solely responsible for any costs incurred by the City to correct such work.

(h) **Security.** To guarantee compliance with this Section 3.8, payment of the costs of the Utility Improvements, and construction of all Utility Improvements, the Developer shall furnish the City with a cash escrow, or letter of credit, in the form attached as Exhibit F, from a bank ("Security") for \$50,000. The amount of the Security was calculated based on the contractor's estimated cost of constructing Utility Improvements.

The bank shall be subject to the approval of the City Administrator. The City may draw down the Security, on five (5) business days written notice to the Developer for any violation of the terms of this Section 3.8 or without notice if the Security is allowed to lapse prior to the end of the required term. If the required public improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw it down without notice. If the Security is drawn down, the proceeds shall be used to cure the default. The Security shall be maintained with the City until all amounts have been certified by the Developer's engineer, all improvements have been completed, all financial obligations to the City satisfied, the required "as constructed" plans have been received by the City, and the public improvements are accepted by the City Council. The City's standard specifications for utility construction outline procedures for security reductions.

(i) **Insurance.** Developer and its general contractor shall provide a copy of the requirements of Section 3.8 of this Agreement to their insurance professional for verification that the certificate of insurance is in compliance with the requirements of the Agreement. Prior to commencement of work on the Utility Improvements, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Section. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the Utility Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

\$2,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation. Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$500,000 – Bodily Injury by Accident

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Agreement shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Agreement.

(j) **Indemnification.** To the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Section 3.8. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive for one year following completion of the Utility Improvements.

(k) **Ownership.** Upon completion of the work and construction required by this Section 3.8 and final acceptance by the City, the public improvements lying within public easements shall become City property without further notice or action.

(l) **Clean up.** The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, its contractors, subcontractors, their agents or assigns.

(m) **Timing.** The Developer shall install the Utility Improvement by July 31, 2027. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.

(n) **Gas Line Encroachment.** Prior to commencing construction of the Utility Improvements, (1) plans for the relocation of the stormwater utilities on the Development Property shall have been mutually approved by the Developer, the City and Northern Natural Gas Company ("Northern"), the holder of the rights to a gas line easement on and under the Development Property, and (2) Northern, the Developer and the City shall have negotiated and executed a mutually agreeable encroachment agreement allowing for the relocated stormwater utilities to encroach on the area of the gas line easement in favor of Northern or such other document or approval as required by Northern.

Section 3.9. Lot Adjustment for the Development Property. The Authority, the City and the Developer shall cause the Lot Adjustment to be approved and completed subject to Section 30-352(b) of the City Code. The Developer shall pay the costs of the Lot Adjustment.

ARTICLE IV

Construction of Minimum Improvements

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

Section 4.2 Construction Plans.

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

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

(c) If the Developer desires to make any material modification to the scope, size or use of the Minimum Improvements or to the site plan therefor after the Construction Plans have been approved by the City, the Developer shall submit the proposed revised Construction Plans to the City for its approval. If such material change in the Construction Plans conforms to the approval criteria listed in this Section 4.2 with respect to the original Construction Plans, the revised Construction Plans shall be deemed approved by the

City unless rejected in writing within ten (10) business days by the City with a written statement of the City's reasons for such rejection. If the Developer desires to make any change which does not materially modify the scope, size or use of the Minimum Improvements or the site plan therefor, the Construction Plans need not be resubmitted.

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

Section 4.3 Commencement and Completion of Construction.

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

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

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

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

Section 4.4 Certificate of Completion. The Developer shall notify the City when construction of the Minimum Improvements has been substantially completed. The City shall conduct any inspections of the Minimum Improvements it determines necessary in order to determine whether the Minimum Improvements have been constructed in substantial conformity with the approved Construction Plans. If the City determines

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

- (a) There shall exist no uncured Event of Default by Developer hereunder;
- (b) The City has issued a certificate of occupancy for the Minimum Improvements;
- (c) The City shall have reasonably determined that the Minimum Improvements have been substantially completed and constructed in accordance with all local, state and federal laws and regulations (including without limitation environmental, zoning, building code, and public health laws and regulations), and any applicable permits and in substantial conformity with this Agreement and the final construction plans approved by the City in connection with issuing construction permits, each as applicable;
- (d) The Developer shall certify to the City that all costs related to the Minimum Improvements and the development of the Development Property, including without limitation, payments to all contractors, subcontractors, and Minimum Improvements laborers, have been paid prior to the date of the request to the City.

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

Section 4.5. Records and Reports.

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

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

ARTICLE V

Insurance

Section 5.1. Insurance.

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

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

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

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

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

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

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

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

(c) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies selected by the Developer that are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V of this Agreement each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or

modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

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

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

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

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

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

ARTICLE VI

Delinquent Taxes and Review of Taxes

Section 6.1. Right to Collect Delinquent Taxes. The Developer agrees for itself, its successors, and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City or the Authority is the prevailing party, the City and the Authority, as applicable, shall also be entitled to recover its costs, expenses, and reasonable attorney fees.

Section 6.2. Review of Taxes.

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

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

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

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

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

(c) The Developer shall notify the City within 10 days of filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law (referred to as a "Tax Appeal"). If as of any Payment Date, any Tax Appeal is then pending, the City will continue to

make payments on the TIF Note, but only to the extent that the TIF Note Pledged Tax Increments relate to the property taxes paid with respect to the Minimum Market Value under the Assessment Agreement, as determined by the City in its sole discretion, and the City will withhold payment of the TIF Note in the amount of the TIF Note Pledged Tax Increments related to property taxes market value in excess of the Minimum Market Value under the Assessment Agreement, as determined by the City in its sole discretion. The City will apply any withheld amount to the extent not reduced as a result of the Tax Appeal promptly after the Tax Appeal is fully resolved and the amount of TIF Note Pledged Tax Increments, as applicable, attributable to the disputed tax payments is finalized.

Section 6.3. Execution of Assessment Agreement.

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

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

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

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

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

ARTICLE VII

Financing

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

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

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

ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

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

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

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

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

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement and the Purchase Price Note by the Developer.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and the Authority and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City and the Authority, have expressly assumed all of the obligations of the Developer under this Agreement (including the Purchase Price Note) and agreed to be subject to all the conditions and restrictions to which the Developer is subject; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the

Minimum Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

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

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

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

Section 8.3. Release and Indemnification Covenants.

(a) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties (defined below), and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer releases the Indemnified Parties from and covenants and agrees that the Indemnified Parties shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or the Development Property. As used herein, the "Indemnified Parties" means the City, the Authority and their governing body members, officers, agents including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties").

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer agrees to protect and defend the Indemnified Parties, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Minimum Improvements.

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

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

Section 8.4. Change in Use of Minimum Improvements. The Developer agrees that it shall devote the Development Property to, and in accordance with, the uses specified in this Agreement and will continue the use of the Development Property as a facility meeting the requirements of an economic development

district, pursuant to the Tax Increment Act. The conversion of any portion of the Minimum Improvements to any other use shall result in the termination of the Tax Increment District and require immediate payment in full of the outstanding balance of the Purchase Price Note and the termination of the TIF Note.

ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, after the defaulting party receives sixty (60) days’ prior written notice from the non-defaulting party of the event, but only if the event has not been cured within said sixty (60) days or, if the event is by its nature incurable within sixty (60) days, the defaulting party does not, within such sixty (60) day period, provide assurances reasonably satisfactory to the party providing notice of default that it is proceeding with due diligence to cure such default and the event will be cured as soon as reasonably possible:

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

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

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

(d) Failure by the Developer to cause the construction of the Minimum Improvements to be completed pursuant to the terms, conditions and limitations of this Agreement.

(e) If the Developer or the Tenant shall;

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

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

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

(iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer or the Tenant, as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 90 days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Tenant, or of the Minimum Improvements, or part thereof, shall be appointed in any proceeding brought against the Developer or the Tenant, and shall not be discharged within 90 days after such appointment, or if the Developer or the Tenant, as applicable, shall consent to or acquiesce in such appointment.

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

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

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

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

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

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

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

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

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City and the Authority or the Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party(ies), such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Conveyance Subject to Right of Re-entry. The City's conveyance of the Authority Property to the Developer pursuant to the Purchase Agreement is made subject to a right of re-entry for breach of conditions subsequent in favor of the City. The condition subsequent is that, barring any Unavoidable Delays, the Developer shall have commenced, or caused to be commenced, construction of the foundation of the Minimum Improvements on the Authority Property in accordance with permits issued by the City by not later than March 31, 2027. If Developer fails to satisfy such condition subsequent, the City shall provide written notice to the Developer and the Developer shall have 30 days from receipt of the City's notice to commence construction of the foundation of the Minimum Improvements. Failure to commence construction in such timeframe shall constitute a breach of the condition subsequent and the Developer shall re-convey the Authority Property back to the City, without cost to the City. If the Developer fails to re-convey the Authority Property to the City, the City may elect to exercise its right of reentry by commencing an action in Sherburne County District Court to establish the breach of the condition subsequent. If the City establishes a breach of the condition subsequent, title to and the right to possession of the Authority Property and title to all improvements located thereon reverts to the City, without cost to the City, and the Developer is not entitled to

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

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

ARTICLE X

Additional Provisions

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

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

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

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

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

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 3005 Ranchview Lane N, Plymouth, MN 55447, Attn: Chief Financial Officer; or at such other address as that party may, from time to time, designate in writing and forward to the other parties as provided in this Section; and

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

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

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

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

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

Section 10.10. [Reserved.]

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

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

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

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

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

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

CITY OF ELK RIVER, MINNESOTA

By _____
Its Acting Mayor

By _____
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

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

Notary Public

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

THE ECONOMIC DEVELOPMENT
AUTHORITY FOR THE CITY OF ELK RIVER

By _____
Its President

By _____
Its Executive Director

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

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

Notary Public

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

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

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

Notary Public

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

CRYSTAL DISTRIBUTION INC., a Minnesota corporation

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

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

Notary Public

EXHIBIT A

Development Property

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

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

and

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

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

Authority Property

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

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

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

EXHIBIT B
FORM OF PURCHASE PRICE NOTE
PURCHASE PRICE NOTE

Dated _____, 2026

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

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

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

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

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

O'BRIEN HOLDINGS, LLC

By: _____
Its: _____

EXHIBIT C

CERTIFICATE OF COMPLETION

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

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

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

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

Dated: _____, 20__.

CITY OF ELK RIVER, MINNESOTA

By _____
City Representative

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

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

Notary Public

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

(Signature page to Certificate of Completion)

EXHIBIT D

FORM OF TIF NOTE

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

No. R-1

\$ _____

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

<u>Rate</u>	<u>Date of Original Issue</u>
0%	_____, 20__

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

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

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

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

3. TIF Note Pledged Tax Increment. (a) Payments on this TIF Note are payable on each Payment Date solely from and in the amount of TIF Note Pledged Tax Increment, which shall mean, 95% of the Tax Increment attributable to the Development Property and paid to the City by Sherburne County in the six months preceding the Payment Date.

(b) The City shall have no obligation to pay principal of this TIF Note on each Payment Date from any source other than TIF Note Pledged Tax Increment and the failure of the City to pay the entire

amount of principal on this TIF Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal hereon to the extent of TIF Note Pledged Tax Increment. The City shall have no obligation to pay any unpaid balance of principal that may remain after the final Payment on the Maturity Date.

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

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

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

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

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

approval by the City Council, duly executed by the Owner; (ii) delivery by the assignee of an executed Acknowledgment Regarding TIF Note in the form set forth as **Exhibit B** to this Note. Additionally, in order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this TIF Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

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

CITY OF ELK RIVER, MINNESOTA

Mayor

City Clerk

REGISTRATION PROVISIONS

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

Date of Registration	Registered Owner	Signature of Finance Director
_____, 20__	_____ Federal Tax I.D No _____	_____

EXHIBIT 1

TO TAXABLE TIF NOTE

RISK FACTORS

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

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

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

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

4. Depreciation. The Minimum Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the

Current Local Tax Rate is considered “excess” tax increment and is distributed by Sherburne County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

Exhibit 2
To Taxable TIF Note

ACKNOWLEDGMENT REGARDING TIF NOTE

The undersigned, _____ a _____ (“Note Holder”), hereby certifies and acknowledges that:

A. On the date hereof the Note Holder has [acquired from]/[made a loan (the “Loan”) [to/for the benefit] of] O’BRIEN HOLDINGS, LLC, a Minnesota limited liability company (the “Developer”), [secured in part by] the Taxable Tax Increment Revenue Note (Crystal Distribution Inc. Project), a pay-as-you-go tax increment revenue note in the original principal amount of \$_____, dated _____, 20__ of the City of Elk River, Minnesota (the “City”), a copy of which is attached hereto (the “Note”).

B. The Note Holder has had the opportunity to ask questions of and receive all information and documents concerning the Note as it requested, and has had access to any additional information the Note Holder thought necessary to verify the accuracy of the information received. In determining to [acquire the Note]/[make the Loan], the Note Holder has made its own determinations and has not relied on the City or information provided by the City.

C. The Note Holder represents and warrants that:

1. The Note Holder is acquiring [the Note]/[an interest in the Note as collateral for the Loan] for its own account, and without any view to resale or other distribution.

2. The Note Holder is (i) the owner of the Development Property or (ii) a financial institution or an “accredited investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, and as further described in **Exhibit 1A** hereto and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of acquiring [and holding the Note] [an interest in the Note as collateral for the Loan].

3. The Note Holder understands that the Note is a security which has not been registered under the Securities Act of 1933, as amended, or any state securities law, and must be held until its sale is registered or an exemption from registration becomes available.

4. The Note Holder is aware of the limited payment source for the Note and interest thereon and risks associated with the sufficiency of that limited payment source.

D. The Note Holder understands that the Note is payable solely from certain tax increments derived from certain properties located in a tax increment financing district, if and as received by the City. The Note Holder acknowledges that the City has made no representation or covenant, express or implied, that the revenues pledged to pay the Note will be sufficient to pay, in whole or in part, the principal due on the Note. Any amounts which have not been paid on the Note on or before the final maturity date of the Note shall no longer be payable, as if the Note had ceased to be an obligation of the City. The Note Holder understands that the Note will never represent or constitute a general obligation, debt or bonded indebtedness of the City, the State of Minnesota, or any political subdivision thereof and that no right will exist to have taxes levied by the City, the State of Minnesota or any political subdivision thereof for the payment of principal on the Note.

E. The Note Holder understands that the Note is payable solely from certain tax increments, which are taxes received on improvements made to certain property (the “Improvements”) in a tax increment financing district from the increased taxable value of the property over its base value at the time that the tax increment financing district was created, which base value is called “original net tax capacity”. There are risk factors in relying on tax increments to be received, which include, but are not limited to, the following:

1. Value of Improvements. If the contemplated Improvements constructed in the tax increment financing district are completed at a lesser level of value than originally contemplated, they will generate fewer taxes and fewer tax increments than originally contemplated.

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

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

4. Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

5. Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The Minnesota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

6. Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities. For instance, in 2001 the Minnesota Legislature enacted an education funding reform that involved the state increasing school aid in lieu of the local general education levy (a component of school district tax levies).

7. Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property. In 2001 the Minnesota Legislature enacted property tax reform that lowered various tax capacity rates to “compress” the difference between the tax capacity rates applicable to residential homestead properties and commercial and industrial properties.

8. Changes to Local Tax Rate. The local tax rate to be applied in the tax increment financing district is the lower of the current local tax rate or the original local tax rate for the tax increment financing district. In the event that the Current Local Tax Rate is higher than the Original Local Tax Rate, then the “excess” or difference that comes about after applying the lower Original Local Tax Rate instead of the Current Local Tax Rate is considered “excess” tax increment and is

distributed by Sherburne County to the other taxing jurisdictions and such amount is not available to the City as tax increment.

9. Legislation. The Minnesota Legislature has frequently modified laws affecting real property taxes, particularly as they relate to tax capacity rates and the overall level of taxes as affected by state aid to municipalities.

F. The Note Holder acknowledges that the Note was issued pursuant to a TIF Assistance Agreement between the City, The Economic Development Authority for the City of Elk River, and the Developer, dated _____, 2026 (the "Agreement"), and that the City has the right to suspend payments under this Note and/or terminate the Note upon an Event of Default under the Agreement.

G. The Note Holder acknowledges that the City makes no representation about the tax treatment of, or tax consequences from, the Note Holder's acquisition of [the Note]/[an interest in the Note as collateral for the Loan].

WITNESS our hand this ____ day of _____, 20__.

Note Holder:

By _____
Name: _____
Its _____

EXHIBIT E
ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this ____ day of [____], 2026, is between the City of Elk River, Minnesota (the “City”), and O’Brien Holdings, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF ELK RIVER, MINNESOTA

By _____
Its Mayor

By _____
Its City Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF SHERBURNE)

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

Notary Public

Signature page for Assessment Agreement

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

By _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

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

Notary Public

Signature page for Assessment Agreement

CERTIFICATION BY COUNTY ASSESSOR

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

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

County Assessor for Sherburne County

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

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

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of the Authority Property

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

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

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

EXHIBIT B TO ASSESSMENT AGREEMENT

Legal Description of the Development Property

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

and

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

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

EXHIBIT F

FORM OF LETTER OF CREDIT

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____

Date: _____

TO: City of Elk River
13065 Orono Parkway
Elk River, Minnesota 55330

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of _____ (Name of Bank)";

b) Be signed by the City Administrator or Finance Director of the City of Elk River.

c) Be presented for payment at _____ (Address of Bank), on or before 4:00 p.m. on _____, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be _____ of each year), the Bank delivers written notice to the Elk River City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Elk River City Administrator, Elk River City Hall, 13065 Orono Parkway, Elk River, MN 55330, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit is issued subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (“ISP98”). This letter of Credit shall also be governed by the laws of the State of Minnesota, including the Minnesota Uniform Commercial Code, to the extent not inconsistent with ISP98.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____



Request for Action

To
City Council

Item Number
4.6

Meeting Date
August 17, 2026

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Resolution 26-53: Approving a Deed to the Economic Development Authority Clarifying Ownership of Lot 1, Block 1 Northstar Business Park

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, Resolution 26-53 issuing a quit claim deed to the Economic Development Authority for Lot 1, Block 1 North Star Business Park.

Background/Discussion

As part of the EDA's sale of property in North Star Business Park to O'Brien Holdings, the title commitment identified potential issues with the title. One of those issues is cloudiness over the deed history and the documented owner of record. To ensure ownership is well-established ahead of preparing final documents for the transfer of the property, this quit claim deed removes ambiguity of ownership between the City and EDA and clarifies the EDA as owner.

Financial Impact
N/A

Mission/Policy/Goal
Support industrial growth.

Attachments

1. Quit Claim Deed to the EDA
2. RES 26-53: EDA Property Acquisition

The Elk River Vision

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

(Reserved for Recording Data)

QUIT CLAIM DEED

eCRV number: not required

STATE DEED TAX DUE HEREON: \$1.65

Dated: _____, 2026.

FOR VALUABLE CONSIDERATION, CITY OF ELK RIVER, a Minnesota municipal corporation, Grantor, hereby conveys and quitclaims to **THE ECONOMIC DEVELOPMENT AUTHORITY IN AND FOR THE CITY OF ELK RIVER**, a public body corporate and politic under the laws of the State of Minnesota (“EDA”), Grantee, real property in Sherburne County, Minnesota, as legally described on the attached Exhibit A and made a part hereof by reference:

together with all hereditaments and appurtenances belonging thereto.

The consideration for this transfer was less than \$3,000.00.

Check box if applicable:

- ☒ The Grantor certifies that the Grantor does not know of any wells on the described real property.
- ☐ A well disclosure certificate accompanies this document.
- ☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property has not changed since the last previously filed well disclosure certificate.

CITY OF ELK RIVER

By: _____
John J. Dietz, Mayor

By: _____
Justin Dunford, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by John J. Dietz and Justin Dunford, respectively the Mayor and City Clerk for the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

Check here if part or all of the land is Registered (Torrens) _____

Tax Statements for the real property
described in this instrument should be sent to:

Economic Development Authority
in and for the City of Elk River
13069 Orono Parkway
P.O. Box 430
Elk River, MN 55330

DRAFTED BY:
CAMPBELL KNUTSON, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000
AMP/smt

EXHIBIT "A"

Legal Description

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

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



**City of Elk River
City Council**

Resolution 26-53

**A Resolution of the City Council of the City of Elk River Approving
Conveyance of Real Property to the Economic Development Authority in
and for the City of Elk River**

WHEREAS, the City of Elk River ("City") and The Economic Development Authority in and for the City of Elk River ("EDA") each own a portion of property as legally described in Exhibit A attached hereto ("Property");

WHEREAS, the EDA desires to convey a portion of the Property to an abutting property owner for expansion of an existing building and a parking lot to serve the abutting property;

WHEREAS, the City desires to facilitate the EDA's conveyance of the Property by conveying the City's interest in the Property to the EDA by quit claim deed to clear title to the Property;

WHEREAS, pursuant to Minnesota Statutes 462.356, subdivision 2, the City Council finds that the proposed conveyance of the Property to the EDA has no relationship to the City's Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: (i) That the City Council finds that conveyance of the Property has no relationship to the comprehensive municipal plan; (ii) The conveyance of the Property to the City is hereby approved and the Mayor and City Clerk are authorized to execute a quit claim deed to the Property and any and all other documents necessary to convey the Property to the EDA.

Passed and adopted this 17th day of August 2026.

Mike Beyer, Acting Mayor

ATTEST:

Justin Dunford, City Clerk





Request for Action

To
City Council

Item Number
4.7

Meeting Date
August 17, 2026

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Termination and Release of Lot Line Adjustments -
Lot I, Block I Northstar Business Park

Reviewed by
Brent O'Neil
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the termination and release of administrative subdivisions and lot split approvals at Lot I, Block I Northstar Business Park.

Background/Discussion

In 2012 and 2014, the City Council approved requests to modify lot lines affecting Lot I, Block I Northstar Business Park. Those actions were filed with the county recorder, but subsequent steps to complete them have not occurred, and the lot line adjustments were not finalized. This issue was identified through the title commitment research on the validity of the title. Approving this termination and release nullifies the incomplete actions of 2012 and 2014 and ensures the property boundaries and ownership align fully with the prevailing legal descriptions.

Financial Impact

N/A

Mission/Policy/Goal

Support industrial growth.

Attachments

- I. Termination and Release

The Elk River Vision

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

**TERMINATION AND RELEASE
OF
ADMINISTRATIVE SUBDIVISIONS AND LOT SPLIT APPROVAL**

WHEREAS, the Economic Development Authority in and for the City of Elk River (“EDA”) is the fee owner of Lot 1, Block 1, Northstar Business Park, Sherburne County, Minnesota, according to the recorded plat thereof (“Property”); and

WHEREAS, the City of Elk River approved an Administrative Subdivision to subdivide Lot 1, Block 1, Northstar Business Park into 2 lots by Order Granting Administrative Subdivision dated February 21, 2012 and recorded with the Office of the Sherburne County Recorder on June 19, 2012, as Document No. 751614 (“Administrative Subdivision”); and

WHEREAS, the City of Elk River approved a lot split for Lot 1, Block 1, Northstar Business Park, Sherburne County, Minnesota by Order Granting Lot Split Approval dated October 20, 2014 and recorded with the Office of the Sherburne County Recorder on November 5, 2014, as Document No. 795318 (“Lot Split”); and

WHEREAS, the Administrative Subdivision and Lot Split were never finalized through the required conveyancing deeds; and

WHEREAS, the EDA has requested that the Administrative Subdivision and Lot Split approvals be terminated and released from the Property.

NOW THEREFORE, BE IT RESOLVED, by the City of Elk River that the Administrative Subdivision and Lot Split approvals are hereby terminated and the Property is hereby released from the Administrative Subdivision and Lot Split Approvals.

CITY OF ELK RIVER

By: _____
John J. Dietz, Mayor

By: _____
Justin Dunford, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by John Dietz and Justin Dunford, respectively the Mayor and City Clerk for the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

DRAFTED BY:
CAMPBELL KNUTSON, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: 651-452-5000



Request for Action

To
City Council

Item Number
4.8

Meeting Date
August 17, 2026

Prepared By
Jolene Richter, Deputy Clerk

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

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, a Temporary On-Sale Liquor License to Davis-Darrow-Meyer American Legion Post 112 for September 19, 2026, with the condition that wristband control is required for patrons 21 and older and a recommendation that alcohol should be confined to an area enclosed by a fence with secured, controlled access.

Background/Discussion

Davis-Darrow-Meyer American Legion Post 112 has applied for a Temporary On-Sale Liquor License for their event at the location of 525 Railroad Drive.

Financial Impact
N/A

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
4.9

Meeting Date
August 17, 2026

Prepared By
Mike Eichten, Benefits & HR Specialist

Item Description
Separation Agreement and Release - Dickinson

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the Separation Agreement and Release with Fire Chief Mark Dickinson.

Background/Discussion
Mark Dickinson retired as the Fire Chief for the city on July 31, 2026. As part of the Severance Pay requirements, a release of claims must be executed. Chief Dickinson returned his signed agreement on August 3, 2026.

Financial Impact
As per the Severance Pay Policy.

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

Attachments
I. Mark Dickinson-Separation Agreement

The Elk River Vision

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

SEPARATION AGREEMENT AND RELEASE

1. Separation From Employment and Severance Payment.

I, Mark D. Dickinson, (referred to throughout this Separation and Release Agreement in the first person) understand that my last day of employment with the City of Elk River (the "City") will be July 31, 2026, (the "Separation Date"). I understand that City policy ("Severance Pay") provides that I may be eligible to receive a portion of my unused sick leave if I meet the following conditions: 1) I must resign in good standing; 2) I must provide proper written notice of my resignation in accordance with City policy; and 3) I must execute a release of claims. The amount I may be eligible for is determined in accordance with the Severance Pay policy. For purposes of this Agreement, the third condition described above is the "Release Condition"; the first and second conditions are the "Other Conditions."

I understand that in order to be eligible for a portion of my unused sick leave in connection with my separation from employment, I must satisfy the Other Conditions according to their terms and I must satisfy the Release Condition by signing and not rescinding this Separation Agreement and Release ("Agreement"). As of July 11, 2026, the amount of my unused sick and ESST leave is 483.6326 hours and my regular rate of pay at the time I gave notice to resign was \$85.7688 per hour. If I satisfy the Release Condition and the Other Conditions, pursuant to the Severance Policy, the portion of my unused sick and ESST leave that I will receive is 50% up to 480 hours. Accordingly, the sum total of the cash payment that I will receive for my unused sick and ESST leave if I satisfy the Release Condition and the Other Conditions will be twenty thousand seven hundred forty dollars and twenty-nine cents (\$20,740.29) plus the product of my regular rate of pay and 50% of the number of any ESST hours that I accrue and minus the product of my regular rate of pay and 50% of the number of any sick leave or ESST hours that I use between July 12, 2026, and the Separation Date. The Severance will be paid into my Post Employment Health Care Savings account on the first pay day following 18 days after I sign and return this Agreement, provided I sign and do not rescind the Agreement.

I understand that the Severance payment will be subject to normal deductions that the City is obligated by law to make, or believes in good faith it is obligated by law to make. No representations as to taxability or tax treatment of the Severance have been made to me by the City. I understand that I will receive the Severance only if I satisfy the Other Conditions and sign this Agreement and do not rescind it within the fifteen (15) calendar days described below under Opportunity to Rescind.

2. No Other Benefits.

I understand that except for the Severance payment described in this Agreement, following the Separation Date I shall receive no other benefits. All my rights under the City's benefit plans shall be governed in accordance with the terms of such plans. I acknowledge receipt of applicable summary plan descriptions relating to such plans. I understand that I will no longer be an employee of the City after the Separation Date, and I hereby relinquish any rights I may have had under the City's employee policies and any contractual rights I may have had under any agreements with the City.

3. Return of Property.

As of the date of my signing of this Agreement, I warrant that I have returned the originals and all copies of all the City files, documents, software, hardware, keys, office equipment, all records and documents related to the City, and all other City property in my possession or under my control. If I find any City property after I sign this Agreement, I will promptly return it.

4. No Further Claim to Compensation.

This Agreement fully and completely satisfies any and all obligations between the City and me that arise out of or relate to my employment, except for my final paycheck to be paid on August 14, 2026, and all payments required under this Agreement to be paid as defined in Paragraph 1. I have no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in Paragraph 1 through 4 of this Agreement.

5. Complete Release.

In return for the Severance payment and other benefits provided herein, which I acknowledge are good and sufficient consideration for all aspects of this Agreement, I, on behalf of myself and all of my past, present and future heirs, executors, administrators, agents, attorneys, insurers, subrogees, lienors, trustees, indemnitors, principals, servants, representatives, employees, partners, predecessors, successors and assigns, hereby release the City, and any of its subsidiaries and affiliated entities, and all of their respective current and former officers, agents, directors, employees, independent contractors, shareholders, attorneys, accountants, insurers, representatives, predecessors, successors and assigns, both individually and in any representative capacity (collectively, the "Released Parties"), from each and every legal claim, demand or grievance of any kind ("Claim"), whether known or unknown, existing at any time up to and including the date I sign this Agreement, including without limitation any claim, demand or grievance in any way arising out of or related to my employment with the City, or my separation of employment with the City.

I understand and agree that this Agreement is a full, final and complete settlement and release of the Released Parties of any and all Claims, whether known or unknown, including but not limited to any Claim I may have under: the federal or any state constitution; Employment Retirement Income Security Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Equal Pay Act; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Minnesota Public Employment Labor Relations Act; the Minnesota Veterans Preference Act; the Minnesota Government Data Practices Act; the Minnesota Employment, Wages, Conditions, Hours, and Restrictions Laws (Minn. Stat. Chapter 181); the Minnesota Whistleblower Act; section 176.82 of the Minnesota Worker's Compensation Act; the Minnesota Human Rights Act; the Minnesota Public Employment Labor Relations Act; and any other federal, state, or local government laws, regulations or executive orders governing employment. I further understand and agree that I am releasing any Claim I may have, whether known or unknown, for: payment of compensation or benefits of any kind; fraud or misrepresentation; promissory estoppel; wrongful or constructive discharge; defamation; invasion of privacy; breach of covenant of good faith and fair dealing; reprisal or retaliation; breach of contract; breach of a collective bargaining agreement; unjust

enrichment; negligence; negligent hiring; supervision and retention; intentional or negligent infliction of emotional distress; and any other Claim arising under any law.

I further agree that if any Claim I release in this Agreement is prosecuted in my name before any court or administrative agency, I will waive any benefits I obtain through such prosecution and will not take any award of money or other damages from such Claim.

Notwithstanding the foregoing, this Agreement does not release any rights or claims I may have under the Minnesota Human Rights Act or the Age Discrimination in Employment Act that arise after I sign this Agreement or that arise from acts occurring after I sign this Agreement. Furthermore, this Agreement does not release any post-separation rights I may have under an ERISA welfare benefit or pension plan that are specifically provided for in the applicable plan document or required by law, any rights I may have under any plan subject to Section 409A of the Internal Revenue Code of the United States to the extent the release would cause a violation of Section 409A, or any rights to post-separation benefits continuation under state or federal law. This Agreement also does not prevent me from pursuing any claim to enforce this Agreement, or any right or claim that by law may not be waived.

6. Period for Review and Consideration.

I acknowledge, agree, represent, and warrant that I have been provided twenty-one (21) days in which to consider whether to sign this Agreement. I understand that I may use as much or as little of this twenty-one (21) day period as I wish prior to signing this Agreement. I also understand that upon the expiration of this twenty-one (21) day period, the offer to enter into this Agreement may be revoked if I have not by then accepted it. I also acknowledge that I have been advised by the City to seek advice of an attorney of my choosing and that I have had the opportunity to obtain such advice before I signed this Agreement. I acknowledge that if I sign this Agreement before the twenty-one (21) calendar days have elapsed, I am voluntarily waiving my right to the twenty-one (21) day review period.

7. Opportunity to Rescind Under the ADEA and MHRA.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination, retaliation, or other claims that he might have under the Age Discrimination in Employment Act ("ADEA"). After I sign this Agreement, I will have seven (7) calendar days to revoke my waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be personally delivered to Michael Eichten, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330, or sent by United States certified mail, return receipt requested and postmarked within the 7 day period.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination and retaliation claims that I might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA (Minnesota Statutes § 363A.31), I have the right to rescind this release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Michael Eichten, either personally or by United States mail within the fifteen (15) day period. If delivered by mail, the rescission must be

postmarked within the fifteen (15) day period, properly addressed to Michael Eichten, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330 and sent by certified mail, return receipt requested.

8. Effect of Rescission of Release of Claims.

If I revoke or rescind any part of the Release of All Claims in this Agreement, paragraph 1 of this Agreement will automatically be rescinded without further action by either party.

9. Non-Disparagement.

I agree not to make any disparaging or negative remarks, either verbally or in writing, regarding the City or any of the City's current or former employees, elected or appointed officials, representatives, or business partners, either individually or in any representative capacity, with regard to acts occurring before the signing of this Agreement.

10. No Admission of Wrongdoing.

Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or me. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by the undersigned and his representatives.

11. Complete Agreement.

I acknowledge and agree that there are no other agreements, covenants, promises, undertakings, or understandings between me and the City except as explicitly set forth in this Agreement and that I have not relied on any statement, representation, or promise of the City, or of any representative or attorney for the City, in executing this Agreement, except as may be set forth explicitly in this Agreement.

No modification of, or addition to, this Agreement shall be effective unless it is in writing and signed by all Parties to this Agreement.

12. Miscellaneous.

I understand that this Agreement is a contract, and that the contract has been agreed upon by the City in Minnesota, and that this Agreement will be construed and interpreted in accordance with the laws of the state of Minnesota. I also understand that if either the City or I believe that this Agreement has been violated or breached in some fashion, that any litigation brought to enforce this Agreement must be brought in the State of Minnesota. I also understand that nothing contained in this Agreement is to be construed by me or anyone else as an admission that the City has violated any local, state or federal law, rule, regulation or principle of common law. In fact, I understand that the City expressly denies any wrongdoing whatsoever in connection with my employment and the termination of my employment.

13. **Signature.**

I have read this Agreement, know its contents and have signed it as a free and voluntary act having had adequate opportunity to consider its terms. Furthermore,

I HAVE SIGNED THIS AGREEMENT INTENDING TO BE LEGALLY BOUND TO ALL ITS TERMS.

Date: 7-31-2026

Mark D. Dickinson
EMPLOYEE NAME


EMPLOYEE SIGNATURE

Date: _____

THE CITY OF ELK RIVER

John J. Dietz, Mayor

ATTEST:

Justin Dunford, City Clerk

GP:2771993 v1



Request for Action

To
City Council

Item Number
4.10

Meeting Date
August 17, 2026

Prepared By
Mike Eichten, Benefits & HR Specialist

Item Description
Separation Agreement and Release - Smith

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Approve, by motion, the Separation Agreement and Release with Deputy Chief Jeffrey Smith.

Background/Discussion
Deputy Chief Smith retired from the city on July 31, 2026. As part of the Severance Pay requirements, a release of claims must be executed. Deputy Chief Smith returned his signed Agreement on August 3, 2026.

Financial Impact
As per the Severance Pay Policy.

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

Attachments
I. Jeffrey Smith-Separation Agreement

The Elk River Vision

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

SEPARATION AGREEMENT AND RELEASE

1. Separation From Employment and Severance Payment.

I, Jeffrey J. Smith, (referred to throughout this Separation and Release Agreement in the first person) understand that my last day of employment with the City of Elk River (the "City") will be July 31, 2026, (the "Separation Date"). I understand that City policy ("Severance Pay") provides that I may be eligible to receive a portion of my unused sick leave if I meet the following conditions: 1) I must resign in good standing; 2) I must provide proper written notice of my resignation in accordance with City policy; and 3) I must execute a release of claims. The amount I may be eligible for is determined in accordance with the Severance Pay policy. For purposes of this Agreement, the third condition described above is the "Release Condition"; and first and second conditions are the "Other Conditions".

I understand that in order to be eligible for a portion of my unused sick leave in connection with my separation from employment, I must satisfy the Other Conditions according to their terms and I must satisfy the Release Condition by signing and not rescinding this Separation Agreement and Release ("Agreement"). As of July 11, 2026, the amount of my unused sick and ESST leave is 1040.2192 hours and my regular rate of pay at the time I gave notice is \$56.8962 per hour. If I satisfy the Release Condition and the Other Conditions, pursuant to the Severance Policy, the portion of my unused sick and ESST leave that I will receive is 65% up to 624.0000 hours. Accordingly, the sum total of the cash payment that I will receive for my unused sick and ESST leave if I satisfy the Release Condition and the Other Conditions will be thirty-five thousand five hundred three dollars and twenty-three cents (\$35,503.23) plus the product of my regular rate of pay and 65% of the number of any ESST hours that I accrue and minus the product of my regular rate of pay and 65% of the number of any sick leave or ESST hours that I use between July 12, 2026, and the Separation Date (the "Severance"). The Severance will be paid on the first pay day following 18 days after I sign and return this Agreement, provided I sign and do not rescind the Agreement.

I understand that the Severance payment will be subject to normal deductions that the City is obligated by law to make, or believes in good faith it is obligated by law to make. No representations as to taxability or tax treatment of the Severance have been made to me by the City. I understand that I will receive the Severance only if I satisfy the Other Conditions and sign this Agreement and do not rescind it within the fifteen (15) calendar days described below under Opportunity to Rescind.

2. No Other Benefits.

I understand that except for the Severance payment described in this Agreement, following the Separation Date I shall receive no other benefits. All my rights under the City's benefit plans shall be governed in accordance with the terms of such plans. I acknowledge receipt of applicable summary plan descriptions relating to such plans. I understand that I will no longer be an employee of the City after the Separation Date, and I hereby relinquish any rights I may have had under the City's employee policies and any contractual rights I may have had under any agreements with the City.

3. Return of Property.

As of the date of my signing of this Agreement, I warrant that I have returned the originals and all copies of all the City files, documents, software, hardware, keys, office equipment, all records and documents related to the City, and all other City property in my possession or under my control. If I find any City property after I sign this Agreement, I will promptly return it.

4. No Further Claim to Compensation.

This Agreement fully and completely satisfies any and all obligations between the City and me that arise out of or relate to my employment, except for my final paycheck to be paid on August 14, 2026, and all payments required under this Agreement to be paid as defined in Paragraph 1. I have no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in Paragraph 1 through 4 of this Agreement.

5. Complete Release.

In return for the Severance payment and other benefits provided herein, which I acknowledge are good and sufficient consideration for all aspects of this Agreement, I, on behalf of myself and all of my past, present and future heirs, executors, administrators, agents, attorneys, insurers, subrogees, lienors, trustees, indemnitors, principals, servants, representatives, employees, partners, predecessors, successors and assigns, hereby release the City, and any of its subsidiaries and affiliated entities, and all of their respective current and former officers, agents, directors, employees, independent contractors, shareholders, attorneys, accountants, insurers, representatives, predecessors, successors and assigns, both individually and in any representative capacity (collectively, the "Released Parties"), from each and every legal claim, demand or grievance of any kind ("Claim"), whether known or unknown, existing at any time up to and including the date I sign this Agreement, including without limitation any claim, demand or grievance in any way arising out of or related to my employment with the City, or my separation of employment with the City.

I understand and agree that this Agreement is a full, final and complete settlement and release of the Released Parties of any and all Claims, whether known or unknown, including but not limited to any Claim I may have under: the federal or any state constitution; Employment Retirement Income Security Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Equal Pay Act; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Minnesota Public Employment Labor Relations Act; the Minnesota Veterans Preference Act; the Minnesota Government Data Practices Act; the Minnesota Employment, Wages, Conditions, Hours, and Restrictions Laws (Minn. Stat. Chapter 181); the Minnesota Whistleblower Act; section 176.82 of the Minnesota Worker's Compensation Act; the Minnesota Human Rights Act; the Minnesota Public Employment Labor Relations Act; and any other federal, state, or local government laws, regulations or executive orders governing employment. I further understand and agree that I am releasing any Claim I may have, whether known or unknown, for: payment of compensation or benefits of any kind; fraud or misrepresentation; promissory estoppel; wrongful or constructive discharge; defamation; invasion of privacy; breach of covenant of good faith and fair dealing; reprisal or retaliation; breach of contract; breach of a collective bargaining agreement; unjust

enrichment; negligence; negligent hiring; supervision and retention; intentional or negligent infliction of emotional distress; and any other Claim arising under any law.

I further agree that if any Claim I release in this Agreement is prosecuted in my name before any court or administrative agency, I will waive any benefits I obtain through such prosecution and will not take any award of money or other damages from such Claim.

Notwithstanding the foregoing, this Agreement does not release any rights or claims I may have under the Minnesota Human Rights Act or the Age Discrimination in Employment Act that arise after I sign this Agreement or that arise from acts occurring after I sign this Agreement. Furthermore, this Agreement does not release any post-separation rights I may have under an ERISA welfare benefit or pension plan that are specifically provided for in the applicable plan document or required by law, any rights I may have under any plan subject to Section 409A of the Internal Revenue Code of the United States to the extent the release would cause a violation of Section 409A, or any rights to post-separation benefits continuation under state or federal law. This Agreement also does not prevent me from pursuing any claim to enforce this Agreement, or any right or claim that by law may not be waived.

6. Period for Review and Consideration.

I acknowledge, agree, represent, and warrant that I have been provided twenty-one (21) days in which to consider whether to sign this Agreement. I understand that I may use as much or as little of this twenty-one (21) day period as I wish prior to signing this Agreement. I also understand that upon the expiration of this twenty-one (21) day period, the offer to enter into this Agreement may be revoked if I have not by then accepted it. I also acknowledge that I have been advised by the City to seek advice of an attorney of my choosing and that I have had the opportunity to obtain such advice before I signed this Agreement. I acknowledge that if I sign this Agreement before the twenty-one (21) calendar days have elapsed, I am voluntarily waiving my right to the twenty-one (21) day review period.

7. Opportunity to Rescind Under the ADEA and MHRA.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination, retaliation, or other claims that he might have under the Age Discrimination in Employment Act ("ADEA"). After I sign this Agreement, I will have seven (7) calendar days to revoke my waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be personally delivered to Michael Eichten, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330, or sent by United States certified mail, return receipt requested and postmarked within the 7 day period.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination and retaliation claims that I might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA (Minnesota Statutes § 363A.31), I have the right to rescind this release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Michael Eichten, either personally or by United States mail within the fifteen (15) day period. If delivered by mail, the rescission must be

postmarked within the fifteen (15) day period, properly addressed to Michael Eichten, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330 and sent by certified mail, return receipt requested.

8. Effect of Rescission of Release of Claims.

If I revoke or rescind any part of the Release of All Claims in this Agreement, paragraph 1 of this Agreement will automatically be rescinded without further action by either party.

9. Non-Disparagement.

I agree not to make any disparaging or negative remarks, either verbally or in writing, regarding the City or any of the City's current or former employees, elected or appointed officials, representatives, or business partners, either individually or in any representative capacity, with regard to acts occurring before the signing of this Agreement.

10. No Admission of Wrongdoing.

Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or me. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by the undersigned and his representatives.

11. Complete Agreement.

I acknowledge and agree that there are no other agreements, covenants, promises, undertakings, or understandings between me and the City except as explicitly set forth in this Agreement and that I have not relied on any statement, representation, or promise of the City, or of any representative or attorney for the City, in executing this Agreement, except as may be set forth explicitly in this Agreement.

No modification of, or addition to, this Agreement shall be effective unless it is in writing and signed by all Parties to this Agreement.

12. Miscellaneous.

I understand that this Agreement is a contract, and that the contract has been agreed upon by the City in Minnesota, and that this Agreement will be construed and interpreted in accordance with the laws of the state of Minnesota. I also understand that if either the City or I believe that this Agreement has been violated or breached in some fashion, that any litigation brought to enforce this Agreement must be brought in the State of Minnesota. I also understand that nothing contained in this Agreement is to be construed by me or anyone else as an admission that the City has violated any local, state or federal law, rule, regulation or principle of common law. In fact, I understand that the City expressly denies any wrongdoing whatsoever in connection with my employment and the termination of my employment.

13. Signature.

I have read this Agreement, know its contents and have signed it as a free and voluntary act having had adequate opportunity to consider its terms. Furthermore,

I HAVE SIGNED THIS AGREEMENT INTENDING TO BE LEGALLY BOUND TO ALL ITS TERMS.

Jeffrey J. Smith
EMPLOYEE NAME

Date: 7-31-26


EMPLOYEE SIGNATURE

Date: _____

THE CITY OF ELK RIVER

John J. Dietz, Mayor

ATTEST:

Justin Dunford, City Clerk

GP:2771993 v1



Request for Action

To
City Council

Item Number
4.11

Meeting Date
August 17, 2026

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Resolution 26-51: Premises Permit For
CharitAbleMN dba Midwest Cheer Association

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Adopt, by motion, Resolution 26-51 approving a premises permit for CharitAbleMN dba Midwest Cheer Association

Background/Discussion

CharitAbleMN dba Midwest Cheer Association applied to conduct gambling at Topsy On Main, 709 Main St NW.

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

Financial Impact
N/A

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

Attachments
I. RES 26-51 Topsy On Main Premises Permit

The Elk River Vision

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



**City of Elk River
City Council**

Resolution 26-51

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: the request by CharitAbleMN dba Midwest Cheer Association for a premises permit at Tipsy On Main, 709 Main Street, is hereby approved.

Passed and adopted this 17th day of August 2026.

Mike Beyer, Acting Mayor

ATTEST:

Justin Dunford, City Clerk



Request for Action

To
City Council

Item Number
6.1

Meeting Date
August 17, 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

Acting Mayor Beyer will recognize and present a plaque to the August 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



OATH OF OFFICE

I, Conner Adams, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of Police Officer of the City of Elk River, Minnesota, to the best of my judgment and ability, so help me God.

Conner Adams

Subscribed and sworn to before me this 17th day of August, 2026.

Mayor John Dietz



Request for Action

To
City Council

Item Number
6.3

Meeting Date
August 17, 2026

Prepared By
Justin Dunford, City Clerk

Item Description
Introduce New Employees

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Introduce and welcome Wanda McCoy, City Hall Support Assistant, and James Luckhurst, Parks Maintenance Worker

Background/Discussion

Wanda McCoy joined us on June 29 and has been an incredible addition to the team. As our Director of First Impressions, she has provided a friendly face and attitude to residents in City Hall as well as those who call our front desk. Her administrative skills have allowed our team and other departments to receive assistance on projects and tasks. She will continue to be a tremendous resource and team member as she continues to grow into her role. Please officially welcome Wanda.

James joined the city on July 20 after working as a Sentence to Serve crew leader and an Adult Detention Officer for the Benton County Sheriff's Office. He was also a member of the Army National Guard for 7 years. Please officially welcome James.

Financial Impact
None.

Mission/Policy/Goal
Together we win.

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
6.4

Meeting Date
August 17, 2026

Prepared By
Justin Dunford, City Clerk

Item Description
Recognize Communications Division for 2026
MAGC Awards

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Recognize and congratulate the Elk River Communications Team on their 2026 MAGC Awards

Background/Discussion
Every year, the Minnesota Association of Government Communicators (MAGC) holds an awards ceremony where peers recognize government communication work for excellence. There are several categories, covering creative achievement, publications, video, plans and projects, engagement, and web design. Each category has several sub-categories.

There are three levels of award: Bronze, Silver, and the Northern Lights Award. The City of Elk River received three awards — one Silver Award and two Northern Lights Awards:

- The 2025 Elk River Parks and Recreation Summer Program Guide received a Silver Award
- The Elk River Fire Station I Video received a Northern Lights Award
- The Elk RiverFest Website received a Northern Lights Award

Financial Impact
None

Mission/Policy/Goal
Together we win.

Attachments
None

The Elk River Vision

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



OATH OF OFFICE

I, Mark Edlund, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of Sergeant of the City of Elk River, Minnesota, to the best of my judgment and ability, so help me God.

Mark Edlund

Subscribed and sworn to before me this 17th day of August, 2026.

Mayor John Dietz



Request for Action

To
City Council

Item Number
6.6

Meeting Date
August 17, 2026

Prepared By
Justin Dunford, City Clerk

Item Description
Recognize and Thank Lauren Wipper

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Recognize and thank Lauren Wipper for her 30 years of service and her upcoming retirement

Background/Discussion
Lauren joined the city on May 13, 1996, and has been a foundational element of the city's development over the past 30 years. She has provided a calm and guiding presence throughout her tenure, and she will be deeply missed by her colleagues.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

Attachments
None

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Request for Action

To
City Council

Item Number
7.1

Meeting Date
August 17, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Cornerstone Kia Expansion: Plat of Jabez Fourth Addition and Conditional Use Permit, Mississippi Highlands LLC - 17094 Vance St NW

Reviewed by
Chris Leeseberg
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, the Preliminary Plat of Jabez Fourth Addition, subject to the following conditions:

1. Wetland boundaries identified on the plat must be updated after receiving a Notice of Decision.
2. All existing utility easements must remain in place.
3. The water main shown on the preliminary plat is inaccurately shown and must be updated.
4. If there are any proposed changes to the water service, they must be communicated to Elk River Municipal Utilities.
5. The developer is responsible for connecting Vance Street and 170th Ave.

Approve, by motion, the Conditional Use permit (CUP) authorizing expansion of the automobile sales operation at 17094 Vance St NW, subject to the following conditions:

1. Staff approval of all site, civil, landscaping, and utility plans.
2. An encroachment agreement for the parking lot improvements proposed to be constructed over the drainage and utility easements must be approved by the City Council prior to the issuance of building permits.
3. All structures must remain outside existing drainage and utility easements.
4. Parking lot islands in accordance with Sec. 30-935 must be included in the final plans.
5. Submit plans demonstrating compliance with the city's landscaping standards.
6. City Council approval of a final plat for Jabez Fourth Addition.
7. The plat must be recorded prior to recording the CUP.

Background/Discussion

Steve Rohlf, representing Elk River Kia, has submitted two applications in support of expanding the existing Kia Dealership at 17094 Vance St NW. The first application is the preliminary plat of Jabez Second Addition, and the second is the CUP approving the dealership expansion. All parcels included in the plat are within the C-3 (Highway Commercial) zoning district and are guided for Highway Business uses under the Comprehensive Plan.

The plat includes the existing auto dealership along with the former Ebner's Bait properties. Lot 1 will house the dealership site and an expanded parking area along Highway 10, and Lot 2 is reserved for future commercial uses. The plat also dedicates a right-of-way connection between Vance St, which provides access to Kia, and 170th Ave. The developer will construct the street extension as part of their project.

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Planning Commission

The Planning Commission held a public hearing on July 28, 2026, regarding both of these applications. The applicant, Steve Rohlf, spoke and presented himself for questions from the Commission. There were no additional questions or comments from the Commission or the public.

The Planning Commission unanimously recommended approval of both applications.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.
Meet changing needs - agile.

Attachments

1. Planning Commission Memo dated July 28, 2026
2. Conditional Use Permit



Request for Action

To
Planning Commission

Item Number
5.2

Meeting Date
July 28, 2026

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary Plat and Conditional Use Permit:
Cornerstone Kia Expansion, Mississippi Highlands
LLC - 17094 Vance St NW

Reviewed by
Katie Porath

Action Requested

Recommend, by motion, approval of the preliminary plat for Sherburne Meadows, subject to the following conditions:

1. Wetland boundaries identified on the plat will need to be updated after receiving a Notice of Decision.
2. All existing utility easements must remain in place.
3. The watermain shown on the preliminary plat is inaccurately shown and must be updated.
4. If there are any proposed changes to the water service, they must be communicated to Elk River Municipal Utilities.
5. The developer is responsible for connecting Vance Street and 170th Ave.

Recommend, by motion, approval of the Conditional Use permit (CUP) authorizing expansion of the automobile sales operation at 17094 Vance St NW, subject to the following conditions:

1. Staff approval of all site, civil, landscaping, and utility plans.
2. An encroachment agreement for the parking lot improvements proposed to be constructed over the drainage and utility easements must be approved by the city council prior to the issuance of building permits.
3. All structures must remain outside of existing drainage and utility easements.
4. Parking lot islands in accordance with Sec. 30-935 must be included in the final plans.
5. Submit plans demonstrating compliance with the city's landscaping standards.

Background/Discussion

Steve Rohlf, representing Elk River Kia, has submitted two applications in support of expanding the existing Kia Dealership at 17094 Vance St NW. The first application is the preliminary plat of Jabez Second Addition and the second is the CUP approving the dealership expansion. All parcels included in the plat are within the C-3 (Highway Commercial) zoning district and are guided for Highway Business uses under the Comprehensive Plan.

The Elk River Vision

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

The plat includes the existing auto dealership along with the former Ebner's Bait properties. Lot 1 will house the dealership site and an expanded parking area along Highway 10, and lot 2 is reserved for future commercial uses. The plat also dedicates a right-of-way connection between Vance St, which provides access to Kia, and 170th Ave. The developer will construct the street extension as part of their project.

Site Plan

The proposed modifications to the Kia dealership include a 5,172 square foot addition on the south side of the building. This is the largest possible expansion currently under consideration, and the final plans may include a smaller change. The expansion accommodates additional parts storage and service bays.

The building addition will match the existing facility with precast concrete panels that are color matched to the building. The proposed expansion also requires the dumpster enclosure to be relocated. The enclosure will need to reflect the building materials and include a gate that screens the dumpsters from view.

The CUP also identifies a large parking lot expansion south of the current building and along Highway 10. The ordinance requires expansive parking areas to include raised and landscaped parking lot islands. The requirement under Sec. 30-935 is one island per 15 parking spaces.

Additionally, the parking lot addition extends across existing utility easements which cannot be vacated as they protect existing trunk services that cannot be moved. The applicant will need to work with the city on an encroachment agreement prior to the issuance of building permits.

Finally, with the extension of Vance Street to connect with 170th Ave, a third driveway access for the dealership is proposed.

Applicable Regulations

City ordinance, section 30-375, outlines the required findings for approval of a plat.

1. The proposed subdivision is consistent with the zoning regulations (article VI of this chapter) and conforms in all respects with all requirements of this Code, including the zoning regulations and this article.

The subdivision meets the design standards for the C-3 zoning district and provides access and frontage on a public street. The subdivision also improves access by eliminating two dead-end streets and facilitating their connection.

2. 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 development plan.

The subdivision complies with all general and specialized plans and will not permit access to Highway 10.

3. 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.

The site had previously included a small commercial and residential operation with multiple buildings. These buildings have been removed or will be removed as part of this project. The subdivision allows the property to be dedicated to a new commercial use.

A wetland delineation for the existing wetlands on the south half of the property is currently underway. Once the delineation has been approved, the wetland boundaries will need to be updated to follow the identified boundary. The final plat will need to include a drainage and utility easement around the wetlands, consistent with city ordinances.

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

As noted above, the area within the proposed subdivision includes large trunk utilities that are protected by drainage and utility easements. These facilities will remain in place and must continue to be protected with the appropriate easements. Any encroachment within an easement will require an encroachment agreement, reviewed and agreed upon by the City Council and Elk River Municipal Utilities.

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

The subdivision includes current and former commercial operations. The proposal does not impact the wetlands on the south half of the subject site and will be protected with drainage and utility easements.

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

The existing utilities within the subdivision will continue to be protected by drainage and utility easements.

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

There are no developable parcels adjacent to this site, and the project will not have an adverse impact on developable land further out.

8. The proposed subdivision is not premature. A subdivision is premature if any of the following exists:

- a) Lack of adequate stormwater drainage.*
- b) Lack of adequate roads.*
- c) Lack of adequate sanitary sewer systems.*
- d) Lack of adequate off-site public improvements or support systems.*

The subdivision is not premature as the above conditions have been provided for.

Section 30-654 outlines the required findings for approval of a conditional use permit as follows:

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

The proposed use is an expansion of the existing automobile dealership that has existed for a number of years. The expanded uses is smaller in scale than other commercial uses in the area and will not detrimentally affect the use and enjoyment of properties in the general area.

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

2. The proposed use will be consistent with the Comprehensive Plan.

The Comprehensive Plan guides the property as Highway Business, which is intended to accommodate regional commercial uses serving both residents and visitors. The request is consistent with the goals and policies of the Comprehensive Plan.

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

3. The proposed use will not impede the normal and orderly development and improvement of surrounding vacant property.

The subject property expands an existing commercial use into an area that had previously been dedicated to commercial use. The project also connects two existing dead-end streets, improving access and circulation in the area. Finally, there are very few developable vacant properties in the vicinity of this site and the proposed use will not impede their development.

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

4. The proposed use will be served adequately by and will not adversely affect essential public facilities and services,

including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not create traffic congestion or interfere with traffic on adjacent and neighboring public thoroughfares.

The property is fully served by existing public infrastructure, including municipal water, sanitary sewer, stormwater facilities, streets, police, and fire protection. Access will be improved with the proposed street connection, benefiting surrounding properties. Existing trunk utilities located within the project area will continue to be protected with appropriate easements and any encroachment into these areas will need to be memorialized with an encroachment agreement.

Staff have included a condition requiring approval of an encroachment agreement prior to the issuance of a building permit.

5. The proposed use will not involve uses, activities, processes, materials, equipment, or 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 proposed includes a modest expansion of an existing commercial use which is operating within an established commercial area.

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

6. The proposed use will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.

The new lot being created as part of this project, Lot 2, includes wetlands which are currently being reviewed in accordance with state standards. The conditions of approval for the plat include recognition of these natural features, but the use being reviewed as part of the CUP will not damage or impact the natural features in the area.

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

7. The proposed use will fully comply with all other requirements of the City Code, including any applicable requirements and standards for the issuance of a license or permit to establish and operate the proposed use.

Staff's review identified the need to address specific code-related issues and have added conditions to ensure the final plans will comply with all requirements of the city code.

Staff have included conditions to satisfy this standard.

The analysis completed by city staff finds that with the recommended conditions, the project satisfies all standards required for approval of a CUP.

Financial Impact

None.

Mission/Policy/Goal

Meet changing needs — agile.

Support the growth and development of the community.

Attachments

1. Location Map
2. Applicant's Narrative
3. Preliminary Plat of Jabez Fourth Addition
4. Site Plans



Project Location Map

Scott Powell - David Jurek

Conditional Use Permit
Preliminary Plat

Case No: CU 26-09 & P 26-09

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>	
Mayor, City Council and Planning Commission, Elk River KIA needs to expand both its' parking and vehicle service areas. Land to the south is being added to expand parking. KIA plans to expand vehicle service in the next two as shown on the plans submitted. This is the maximum size of the expansion and may be reduce when architectural plans are submitted to city staff. The change to the parking and drives on the site are also shown on the plans submitted. The service expansion will be built using precast panels and painted in the same colors as the existing service area. The enclosed dumpster area will be relocated to a new enclosed area.	
Hours of Operation	Service Department Hours 7 AM - 7 PM (Monday-Thursday) 7 AM - 6 PM (Friday)
Number of Employees	7 Additional Service Employees - subject to change based on approvals.
Number of parking stalls required by ordinance: City Ordinance Section 30-903 outlines these requirements.	Subject to change based on approvals, see attached site plan
Number of existing and proposed parking stalls	Subject to change based on approvals, see attached site plan
If screening, not associated with outdoor storage, is being proposed, what will it consist of?	As part of the proposed building addition, an existing concrete wall trash enclosure will need to be relocated.

What are the proposed building materials? <i>The required building materials vary from zoning district to zoning district.</i>	No proposed plans yet, but building addition will be attaching to pre-cast concrete.
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

Preliminary Plat of JABEZ FOURTH ADDITION

CITY OF ELK RIVER
SHERBURNE COUNTY, MN

Boundaries are based on the recorded plat of JABEZ SECOND ADDITION. For the purposes of this plat, the North line of Lot 1, Block 1, JABEZ SECOND ADDITION bears S89°55'46"W

- Denotes found iron monument
- Denotes 8 inch by 14 inch iron monument with a plastic plug stamped R.L.S. 64154 to be set within one year of platting date
- Denotes found cast iron monument
- Denotes found metal disk

REFERENCE BENCHMARK:
TNT West of Ford dealership, 26' East of Hwy. 10, 739' North of Twin Lakes Road
Elevation = 889.26 feet (NGVD 29)

PLAT BENCHMARK:
TNT near the SW corner of Lot 1, Block 1, JABEZ SECOND ADDITION
Elevation = 884.84 feet (NGVD 29)

OWNER/DEVELOPER:
Mississippi Highlands LLC
17219 Hwy 10 NW
Elk River, MN 55330

SURVEYORS & ENGINEERS:
WIDSETH
13076 First Street
Becker, MN 55308-9322
763-262-8622

TOTAL AREA: 11.332 Acres

EXISTING ZONING: FAST "H"

PROPOSED ZONING: FAST "H"

MINIMUMS:
150' Width
1 Acre lot size

DENOTES BUILDING SETBACKS:
25' Front
20' Side
20' Rear

Drainage and Utility Easements are shown thus:

N.T.S.
Being 10 feet in width and adjoining right-of-way lines, also being 5 feet in width and adjoining lot lines, unless otherwise indicated, as shown on plat.

DATE: 6/22/26
FIELD DATE: 6/8/26
BK/PG: 1/4
DRAWN BY: CK
CHECKED BY: DJJ
DWG FILE: 2026-10658 Prelim
FILE NO: 2026-10658

REVISIONS:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed: David J. Jurek
Date: 6/26/26 Lic. No. 64154

WIDSETH
SURVEYING & ENGINEERING

PRELIMINARY PLAT
for
Cornerstone Elk River LLC
JABEZ FOURTH ADDITION
City of Elk River
Sherburne County, MN

SHEET 1 OF 2 SHEETS

- LEGEND:**
- Denotes catch basin
 - Denotes beehive catchbasin
 - Denotes electrical cabinet
 - Denotes septic cleanout
 - Denotes manhole
 - Denotes water valve
 - Denotes sign
 - Denotes power pole
 - Denotes guy wire
 - Denotes telephone pedestal
 - Denotes electric meter
 - Denotes hydrant
 - Denotes light pole
 - Denotes well
 - Denotes air conditioning
 - Denotes billboard
 - Denotes flared and section
 - Denotes wet land interior
 - Denotes Risk Biom, LS
 - Denotes Frank Kriz, LS
 - Denotes Brian Praske, LS
 - Denotes Craig Westmann, LS
 - Denotes Charles Christopher, LS
 - Denotes bituminous surface
 - Denotes concrete surface
 - Denotes gravel surface
 - Denotes overhead electric
 - Denotes easement
 - Denotes right of way
 - Denotes existing adjoiners
 - Denotes wet land edge
 - Denotes waters edge
 - Denotes easement per JABEZ SECOND ADDITION
 - Denotes limited access
 - Denotes limited access per JABEZ SECOND ADDITION
 - Denotes building setback line
 - Denotes soil type boundary
 - Denotes soil classification type

SCHEDULE OF DRY-BUILDABLE AREAS FOR LOTS

Block	Lot	Total Lot Area (Ac)	Buildable Area (Ac)
1	1	3.67	3.24
1	2	7.33	3.52

Note: For the purpose of this plat, dry buildable area is defined by contiguous acreage containing non-hydric soils and void of wetlands, hydro vegetation, floodways, bluffs, right of way and restrictive easements.

- Survey Notes:**
- This survey was performed without the benefit of a title report. No search for restrictions or easements was made by the surveyor. We reserve the right to update this survey upon receipt of title documentation.
 - Access control may exist for U.S. Highway No. 10. No documentation was provided to us.
 - Some parcel descriptions are laid out as measured along the east line of the SW 1/4 of the NW 1/4, while others appear to use offsets from the North line thereof. For the purposes of this survey, the intent of the descriptions was interpreted to not create gaps or overlaps internal to the subject parcels. Review with a real estate attorney.
 - Well lands are shown per the wetland delineation conducted by Sierra Cotton of WIDSETH LLC, No. 1456. Actual approval of the wet land boundaries are subject to change.
 - Features shown hereon are a combination of field located from 2024, 2025 and updated from recent field visit from 6/8/2026. The north half of Lot 1, Block 1, JABEZ SECOND ADDITION is shown per the proposed civil plans by Robert, Peterson and Associates, Inc. File No. 13-0154-00.
 - Contours were created using MINNR MN/Topo Lilar and RTK GPS methods (NGVD 29).
 - Subject property is not part of the shoreline district or within a flood plain district as mapped by FEMA.

SOILS CHART

Map symbol & soil name	Hydrologic Group	Water table depth (in)
1286: Selsyville-Markey complex, ponded, 0 to 1 percent slopes	A/D	0
261: Lean sandy loam, depression, 0 to 1 percent slopes	A/D	0
667B: Hubbard loamy sand, 1 to 6 percent slopes	A	>80

• Data from USDA Web Soil Survey

Proposed Plat Description
Lot 1, Block 1, JABEZ SECOND ADDITION, according to the recorded plat thereof, Sherburne County, Minnesota.

AND

PARCEL 1:

That part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Eleven (11), Township Thirty-two (32), Range Twenty-six (26), Sherburne County, Minnesota, described as follows: Beginning at a point on the eastern line of said SW 1/4 of NW 1/4 499.7 feet south of the northeast corner thereof; thence southerly along said east line a distance of Eighty (80) feet; thence westerly parallel with the north line of said SW 1/4 of NW 1/4 a distance of 254.12 feet to the eastern right-of-way line of U.S. Highway No. 10; thence northwesterly along said right-of-way line a distance of 80.78 feet; thence easterly parallel with the north line of said SW 1/4 of NW 1/4 a distance of 267.18 feet to the point of beginning, containing 0.47 acres.

And the South 131.66 feet of the North 499.7 feet of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), lying East of U.S. Highway No. 10, Section Eleven (11), Township Thirty-two (32), Range Twenty-six (26), Sherburne County, Minnesota.

PARCEL 2:

That part of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4) of Section Eleven (11), Township Thirty-two (32), Range Twenty-six (26), Sherburne County, Minnesota, described as follows: Beginning at a point on the east line of said SW 1/4 of NW 1/4 that is 914.24 feet South of the Northeast corner thereof; thence West parallel with the North line of said SW 1/4 of NW 1/4 a distance of 262.9 feet, more or less, to the Eastern right-of-way line of U.S. Highway No. 10; thence southerly along said right-of-way line to its intersection with the South line of said SW 1/4 of NW 1/4; thence East along said South line to its intersection with the East line of said SW 1/4 of NW 1/4; thence North along said East line to the point of beginning.

And the South 334.54 feet of the North 914.24 feet of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), lying East of U.S. Highway No. 10, all in Section Eleven (11), Township Thirty-two (32), Range Twenty-six (26), Sherburne County, Minnesota.

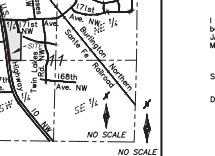
PARCEL 3:

The South 334.54 feet of the North 914.24 feet of the Southwest Quarter of the Northwest Quarter (SW 1/4 of NW 1/4), lying East of U.S. Highway No. 10, all in Section Eleven (11), Township Thirty-two (32), Range Twenty-six (26), Sherburne County, Minnesota.

PARCEL 4:

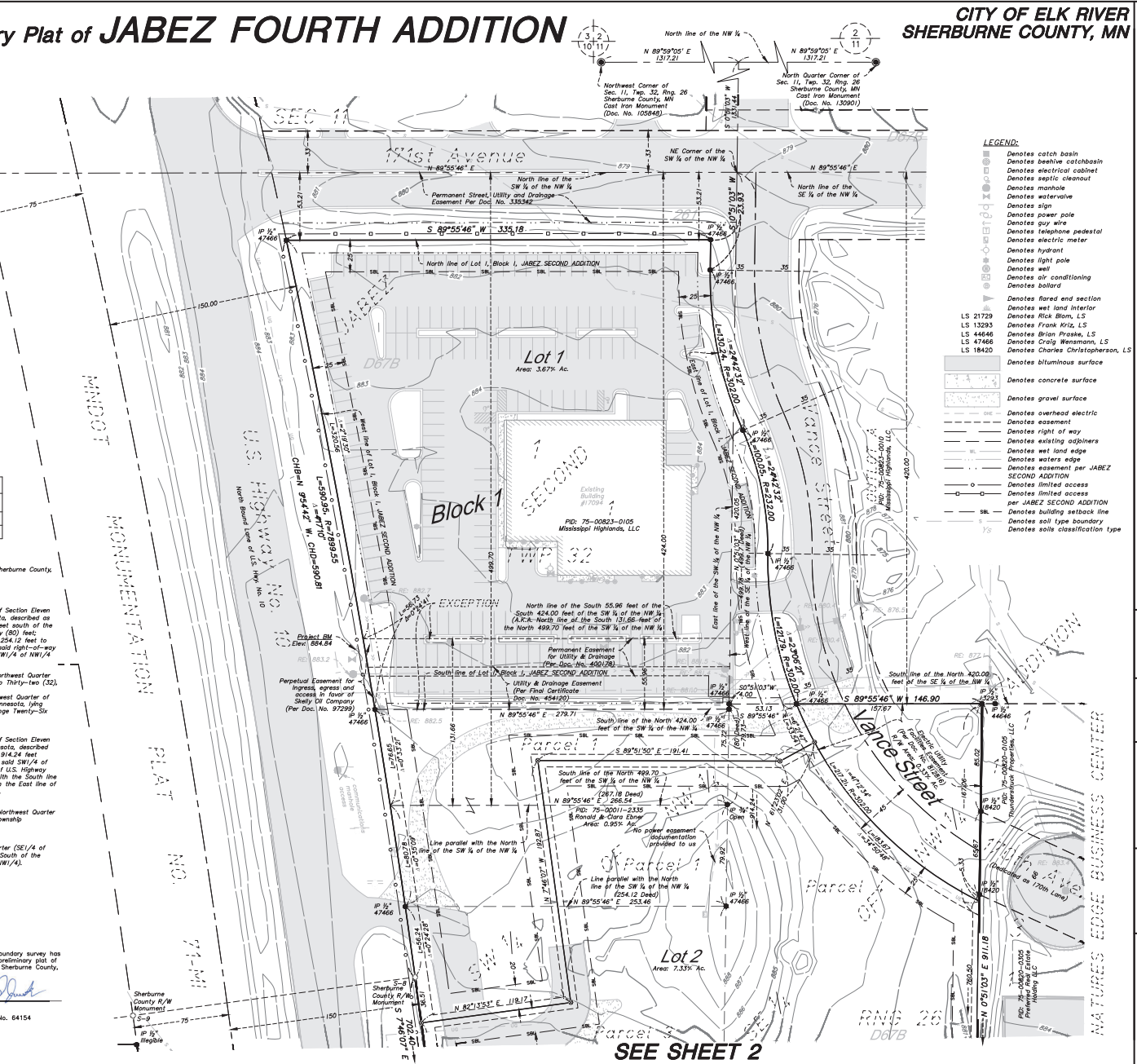
That part of the West 200.00 feet of the Southwest Quarter of the Northwest Quarter (SE 1/4 of NW 1/4) of Section 11, Township 32, Range 26, Sherburne County, Minnesota, lying South of the North 420.00 feet of said Southwest Quarter of the Northwest Quarter (SE 1/4 of NW 1/4).

VICINITY MAP
Sec. 11, Twp. 32, Rng. 26
Sherburne County, MN



I hereby certify that a boundary survey has been completed for the preliminary plat of JABEZ FOURTH ADDITION, Sherburne County, Minnesota.

Signed: David J. Jurek
Date: 6/26/26 Lic. No. 64154



SEE SHEET 2

Preliminary Plat of JABEZ FOURTH ADDITION

CITY OF ELK RIVER
SHERBURNE COUNTY, MN

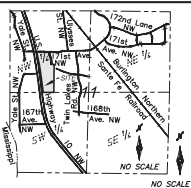
SEE SHEET 1

LEGEND:

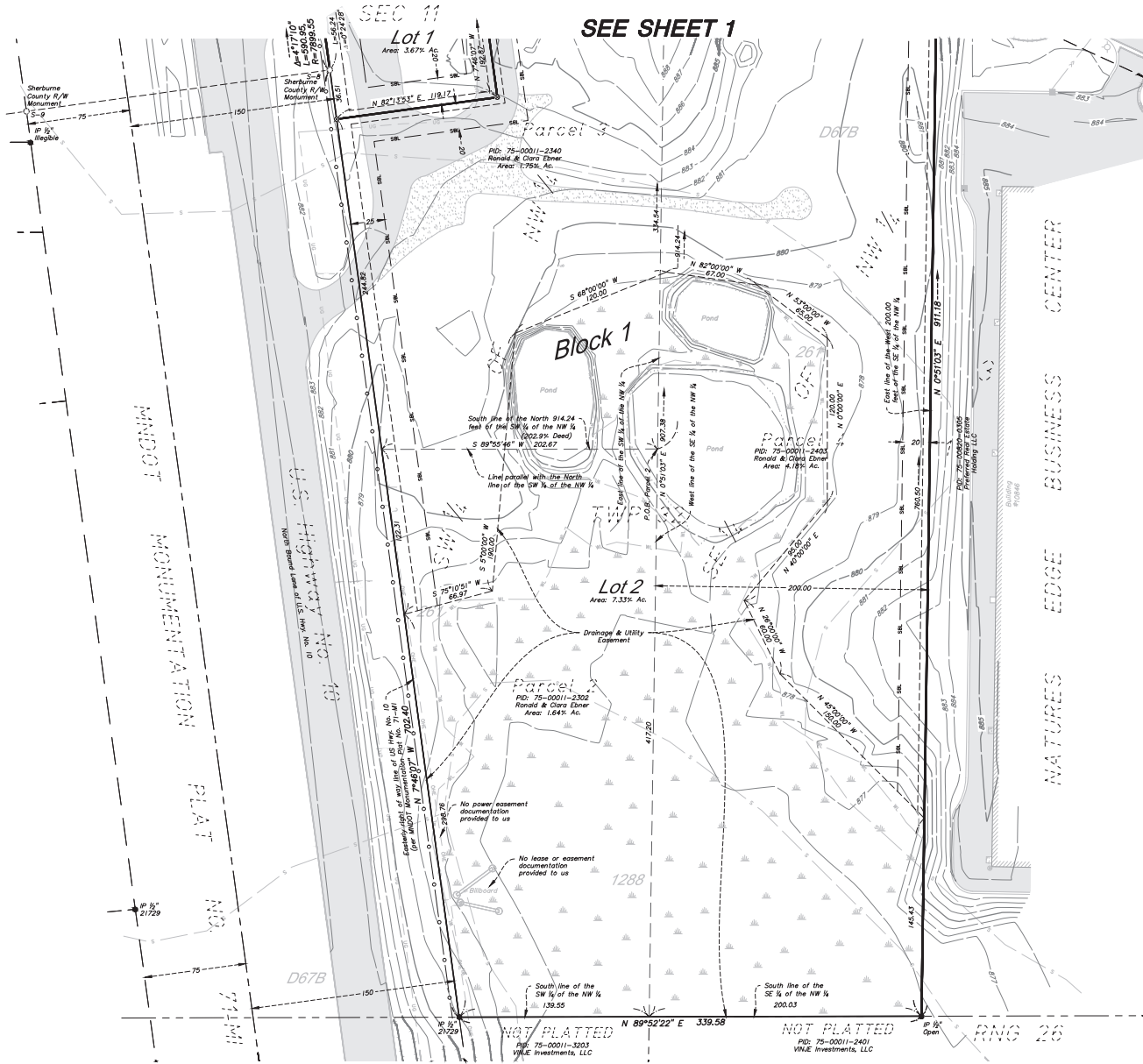
- Denotes catch basin
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- Denotes septic cleanout
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- Denotes water valve
- Denotes sign
- Denotes power pole
- Denotes guy wire
- Denotes telephone pedestal
- Denotes electric meter
- Denotes hydrant
- Denotes light pole
- Denotes well
- Denotes air conditioning
- Denotes island
- Denotes flared end section
- Denotes wet land interior
- Denotes Rock Blom, LS
- LS 21729 Denotes Frank Kitz, LS
- LS 13293 Denotes Brian Prasse, LS
- LS 44640 Denotes Craig Wensmann, LS
- LS 47466 Denotes Charles Christopherson, LS
- LS 18420 Denotes bituminous surface
- Denotes concrete surface
- Denotes gravel surface
- Denotes overhead electric
- Denotes easement
- Denotes right of way
- Denotes existing easements
- Denotes wet land edge
- Denotes water edge
- Denotes easement per JABEZ SECOND ADDITION
- Denotes limited access
- Denotes limited access per JABEZ SECOND ADDITION
- Denotes building setback line
- Denotes soil type boundary
- Denotes scale classification type

VICINITY MAP

Sec. 11, Twp. 32, Rng. 26
Sherburne County, MN



NO SCALE



Bearings are based on the recorded plat of JABEZ SECOND ADDITION. For the purposes of this plat, the North line of Lot 1, Block 1, JABEZ SECOND ADDITION bears S89°55'46"W

- Denotes found iron monument
- Denotes 8 inch by 14 inch iron monument with a plastic plug stamped R.L.S. 64154 to be set within one year of platting date
- Denotes found cast iron monument
- Denotes found metal disk

REFERENCE BENCHMARK:
TNT West of Ford dealership, 26' East of Hwy. 10, 739' North of Twin Lakes Road
Elevation = 889.26 feet (NGVD 29)

PLAT BENCHMARK:
TNT near the SW corner of Lot 1, Block 1, JABEZ SECOND ADDITION
Elevation = 884.84 feet (NGVD 29)

OWNER/DEVELOPER:
Mississippi Highlands LLC
17219 Hwy 10 NW
Elk River, MN 55330
AND
Eber Trust
17015 Hwy 10 NW
Elk River, MN 55330

SURVEYORS & ENGINEERS:
WIDSETH
13076 First Street
Becker, MN 55308-9322
763-262-8822

TOTAL AREA: 11.332 Acres

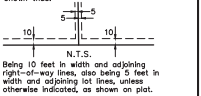
EXISTING ZONING: FAST "H"
The Hinge

PROPOSED ZONING: FAST "H"
The Hinge

MINIMUMS:
150' Width
1 Acre lot size

DENOTES BUILDING SETBACKS:
25' Front
20' Side
20' Rear

Drainage and Utility Easements are shown thus:



DATE: 6/22/26
FIELD DATE: 6/8/26
BK/PG: N/A
DRAWN BY: CK
CHECKED BY: DJJ
DWG FILE: 2026-10658 Prelim
FILE NO: 2026-10658

REVISIONS:

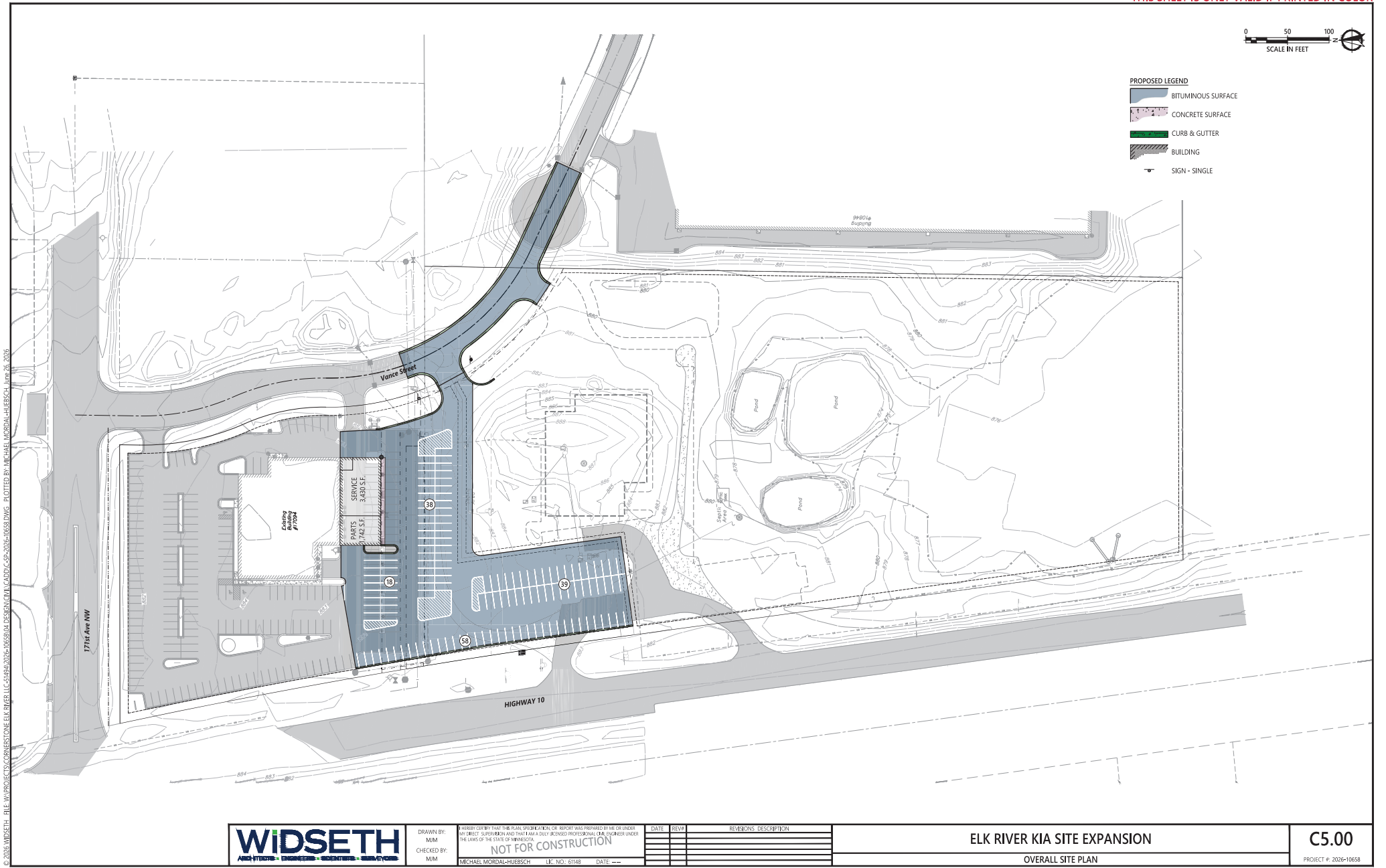
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed:
David J. Jurek
Date: 6/26/26 Lic. No. 64154

WIDSETH
SURVEYING & ENGINEERING

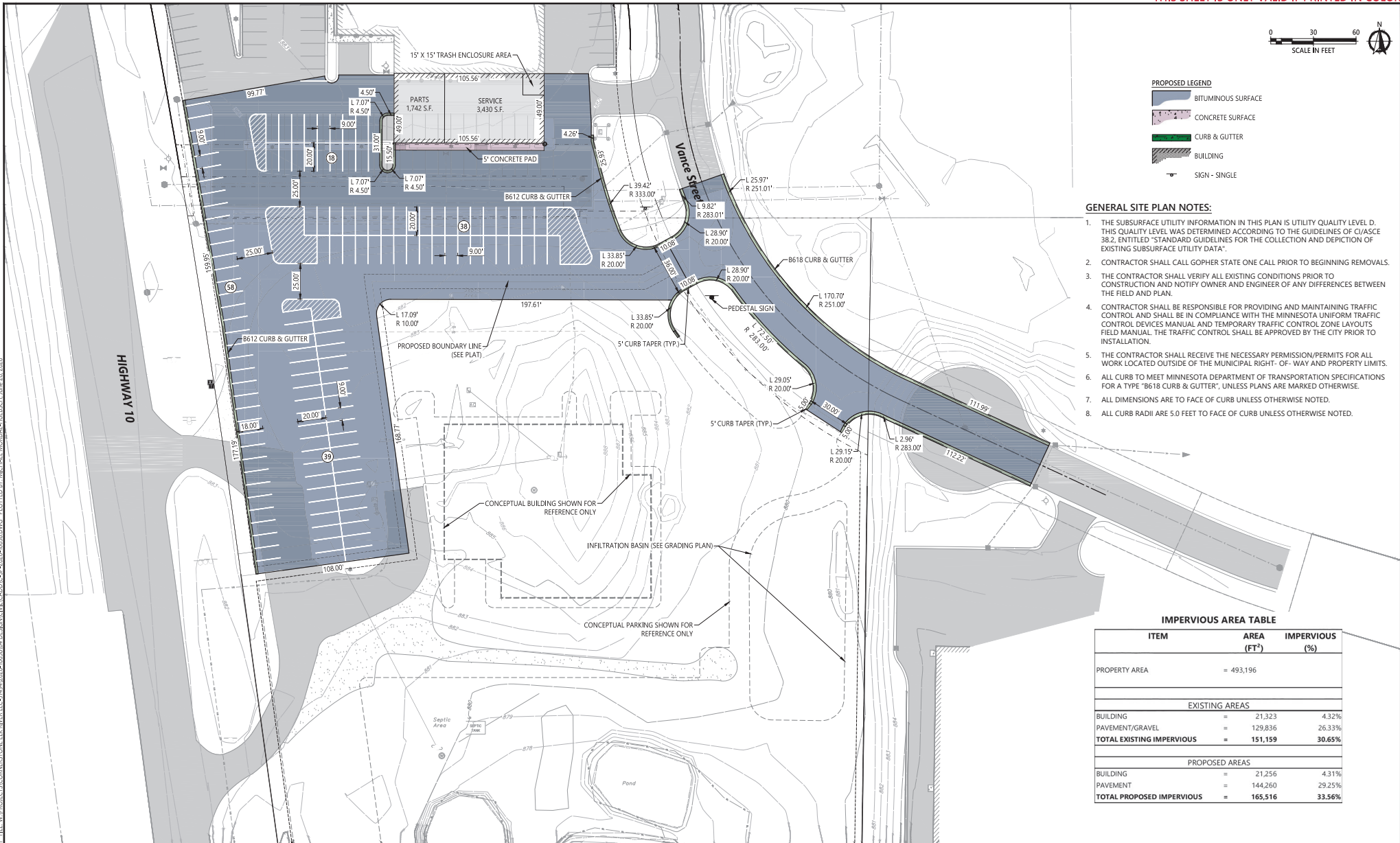
PRELIMINARY PLAT
for
Cornerstone Elk River LLC
JABEZ FOURTH ADDITION
City of Elk River
Sherburne County, MN

SHEET 2 OF 2 SHEETS



C:\2026\WIDSETH\ELK RIVER KIA SITE EXPANSION\DWG\C5.00-2026-10658.DWG PLOTTED BY: MICHAEL MORDAL-HUEBERSCH June 26, 2026

© 2025 WIDSETH, P.E. W:\PROJECTS\CORNERSTONE ELK RIVER, LLC\51694-2025-10658.DWG. PLOTTED BY: MICHAEL MORDAL-HUEBERSCH, June 26, 2025



- PROPOSED LEGEND**
- BITUMINOUS SURFACE
 - CONCRETE SURFACE
 - CURB & GUTTER
 - BUILDING
 - SIGN - SINGLE

- GENERAL SITE PLAN NOTES:**
- THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38.2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".
 - CONTRACTOR SHALL CALL GOPHER STATE ONE CALL PRIOR TO BEGINNING REMOVALS.
 - THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNER AND ENGINEER OF ANY DIFFERENCES BETWEEN THE FIELD AND PLAN.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING TRAFFIC CONTROL AND SHALL BE IN COMPLIANCE WITH THE MINNESOTA UNIFORM TRAFFIC CONTROL DEVICES MANUAL AND TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS FIELD MANUAL. THE TRAFFIC CONTROL SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
 - THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF THE MUNICIPAL RIGHT- OF- WAY AND PROPERTY LIMITS.
 - ALL CURB TO MEET MINNESOTA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR A TYPE "B618 CURB & GUTTER", UNLESS PLANS ARE MARKED OTHERWISE.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL CURB RADII ARE 5.0 FEET TO FACE OF CURB UNLESS OTHERWISE NOTED.

IMPERVIOUS AREA TABLE		
ITEM	AREA (FT²)	IMPERVIOUS (%)
PROPERTY AREA = 493,196		
EXISTING AREAS		
BUILDING	= 21,323	4.32%
PAVEMENT/GRAVEL	= 129,836	26.33%
TOTAL EXISTING IMPERVIOUS	= 151,159	30.65%
PROPOSED AREAS		
BUILDING	= 21,256	4.31%
PAVEMENT	= 144,260	29.25%
TOTAL PROPOSED IMPERVIOUS	= 165,516	33.56%

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: MIM
CHECKED BY: MIM

PROFESSIONAL SEAL

STATE OF MINNESOTA
MICHAEL MORDAL-HUEBERSCH
LIC. NO. 61148
DATE: ---

DATE: ---

REV: ---

REVISIONS DESCRIPTION

ELK RIVER KIA SITE EXPANSION

SITE & DIMENSION PLAN

C5.01

PROJECT # 2025-10658

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 26-09

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

Conditional Use Permit to expand the Kia dealership at 17094 Vance St NW

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

Lot 1, Block 1, Jabez Fourth Addition, Sherburne County, Minnesota.

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

Mississippi Highlands, LLC, owner

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

- 1. Staff approval of all site, civil, landscaping, and utility plans.**
- 2. An encroachment agreement for the parking lot improvements proposed to be constructed over the drainage and utility easements must be approved by the city council prior to the issuance of building permits.**
- 3. All structures must remain outside existing drainage and utility easements.**
- 4. Parking lot islands in accordance with Sec. 30-935 must be included in the final plans.**
- 5. Submit plans demonstrating compliance with the city's landscaping standards.**
- 6. City council approval of a final plat for Jabez Fourth Addition.**

7. The plat must be recorded prior to recording the CUP.

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: August 17, 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 17 day of August, 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: 763.635.1000



Request for Action

To
City Council

Item Number
7.2

Meeting Date
August 17, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Interim Use Permit: Residential Occupation (Hair Salon), Stacey Cleveland - 10218 187th Ave NW

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

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

1. The IUP will expire upon the sale of the property.
2. Customer parking is only allowed on the private driveway.
3. The building and business must meet Minnesota State Building Codes and the Minnesota Board of Cosmetology requirements.

Background/Discussion

The applicant is requesting approval of an Interim Use Permit (IUP) to operate an in-home hair salon as a residential occupation within an existing single-family residence located at 10218 187th Avenue. The subject property is approximately 0.2 acres in size and is located in a residential Planned Unit Development (PUD).

The proposed salon will be located in a dedicated room immediately adjacent to the home's front entry. Interior improvements include construction of a partition wall to separate the salon from the remainder of the residence, installation of a dedicated interior entrance door, plumbing for a shampoo sink, handwashing sink, and customer restroom, along with life safety improvements required by the Minnesota State Building Code and the Minnesota Board of Cosmetology. No additions or structural changes to the exterior of the home are proposed, and no commercial signage is planned.

The business will operate by appointment only, serving one client at a time. All customer parking will be accommodated on the existing driveway with no anticipated street parking.

Planning Commission

During the public hearing, no one spoke for or against the request, and staff have not received any comments since the commission meeting.

The Elk River Vision

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

The Planning Commission had no concerns about the request and unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

1. IU 26-02 Interim Use Permit
2. Planning Commission Staff Report dated July 28, 2026

CITY OF ELK RIVER
SHERBURNE COUNTY

INTERIM USE PERMIT
Case No. IU 26-02

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

Interim Use Permit to allow a home-based business hair salon at 10218 187th Ave NW

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

Lot 5, Block 5, Bradford Park, Sherburne County, Minnesota

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

Mitchell Cleveland and Stacey Cleveland, owners

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

- 1. The IUP will expire upon the sale of the property.**
- 2. Customer parking is only allowed on the private driveway.**
- 3. The building and business must meet Minnesota State Building Codes and the Minnesota Board of Cosmetology requirements.**

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.

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.



Request for Action

To
Planning Commission

Item Number
5.3

Meeting Date
July 28, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Interim Use Permit: Home Business (Salon), Stacey
Cleveland — 10218 187th Ave NW

Reviewed by
Zack Carlton

Action Requested

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

1. The IUP will expire upon the sale of the property.
2. Customer parking is only allowed on the private driveway.
3. The building and business must meet Minnesota State Building Codes and the Minnesota Board of Cosmetology requirements.

Background/Discussion

The applicant is requesting approval of an Interim Use Permit (IUP) to operate an in-home hair salon as a residential occupation within an existing single-family residence located at 10218 187th Avenue. The subject property is approximately 0.2 acres in size and is zoned Planned Unit Development (PUD).

The proposed salon will be located in a dedicated room immediately adjacent to the home's front entry. Interior improvements include construction of a partition wall to separate the salon from the remainder of the residence, installation of a dedicated interior entrance door, plumbing for a shampoo sink, handwashing sink, and customer restroom, along with life safety improvements required by the Minnesota State Building Code and the Minnesota Board of Cosmetology. No additions or structural changes to the exterior of the home are proposed, and no commercial signage is planned.

The business will operate by appointment only, serving one client at a time. All customer parking will be accommodated on the existing driveway with no anticipated street parking.

Access to the site is provided from 187th Avenue via the existing residential driveway. Essential public services, including streets, police protection, and fire protection, are available to serve the property.

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The City's Comprehensive Plan designates the property as Mixed Residential, which supports a variety of residential housing types while allowing compatible, low impact uses that maintain neighborhood character. Staff find the proposed residential occupation to be consistent with this land use designation.

Pursuant to Section 30-801 of the City Code, the IUP shall terminate upon the sale of the property or expiration of a lease.

Applicable Regulations

Before approving an Interim Use Permit, the City Council must make the following findings:

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

The proposed use is a low-intensity residential occupation that is limited to appointment-only customers with one client on-site at a time. No exterior alterations or commercial signage are proposed, and all customer parking will occur on the existing driveway. Additionally, pursuant to Section 30-801 of the City Code, the IUP will terminate upon the sale of the property or expiration of a lease, ensuring the use does not continue indefinitely.

With the proposed conditions, this standard should be met.

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

The proposed improvements are limited to interior modifications within the existing home. Upon termination of the IUP, the property can readily continue to function as a single-family residence without requiring significant site restoration.

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

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

The proposed in-home hair salon is a residential occupation that is accessory to the principal residential use of the property. Residential occupations are compatible with residential neighborhoods when operated in a manner that minimizes impacts to surrounding properties.

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

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

Section 30-801 of the City Code provides that the IUP shall terminate upon the sale of the property or expiration of a lease. This provides a clearly identifiable termination event.

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

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

The proposed residential occupation utilizes an existing home and existing public infrastructure. No additional public improvements or services are required, and there do not appear to be additional costs imposed upon the City because of the request.

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

6. The applicant and user agree to all conditions that the City Council deems appropriate for authorization of the interim use.

Compliance with this criterion will be determined by the City Council upon consideration and acceptance of the conditions of approval included with the IUP.

7. *The applicant provides assurances deemed adequate by the City Council that the use will terminate as provided in the Interim Use Permit.*

The IUP will include provisions requiring the use to terminate upon the sale of the property or expiration of a lease in accordance with Section 30-801 of the City Code. The City Council may require additional assurances or security if deemed necessary.

With the proposed conditions, this standard should be met.

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

The proposed salon will operate entirely within the existing residence with one client served at a time by appointment only. The applicant proposes interior improvements that include code-compliant plumbing, life safety features, smoke and carbon monoxide detection, and fire protection equipment. Existing access, parking, and public services are adequate to accommodate the proposed use.

With the proposed conditions, this standard should be met.

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

The Comprehensive Plan guides the property as Mixed Residential, which is intended to preserve residential neighborhoods while accommodating compatible, low-impact uses. The proposed residential occupation maintains the residential character of the property, requires no exterior commercial modifications, and is subordinate to the principal residential use. The request conforms to the intent of the Planned Unit Development zoning district and is consistent with the City's Comprehensive Plan.

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

With the proposed conditions, the proposed IUP appears to satisfy the required findings of Section 30-801 of the City Code. The proposed in-home hair salon is a low-impact residential occupation that is compatible with the surrounding neighborhood, utilizes existing public infrastructure, and is consistent with the City's Comprehensive Plan and zoning regulations.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Work with citizens to achieve goals.

Attachments

1. Location Map
2. Narrative
3. Site Plan
4. Submitted Floor Plan
5. Main Floor
6. House Image



Project Location Map

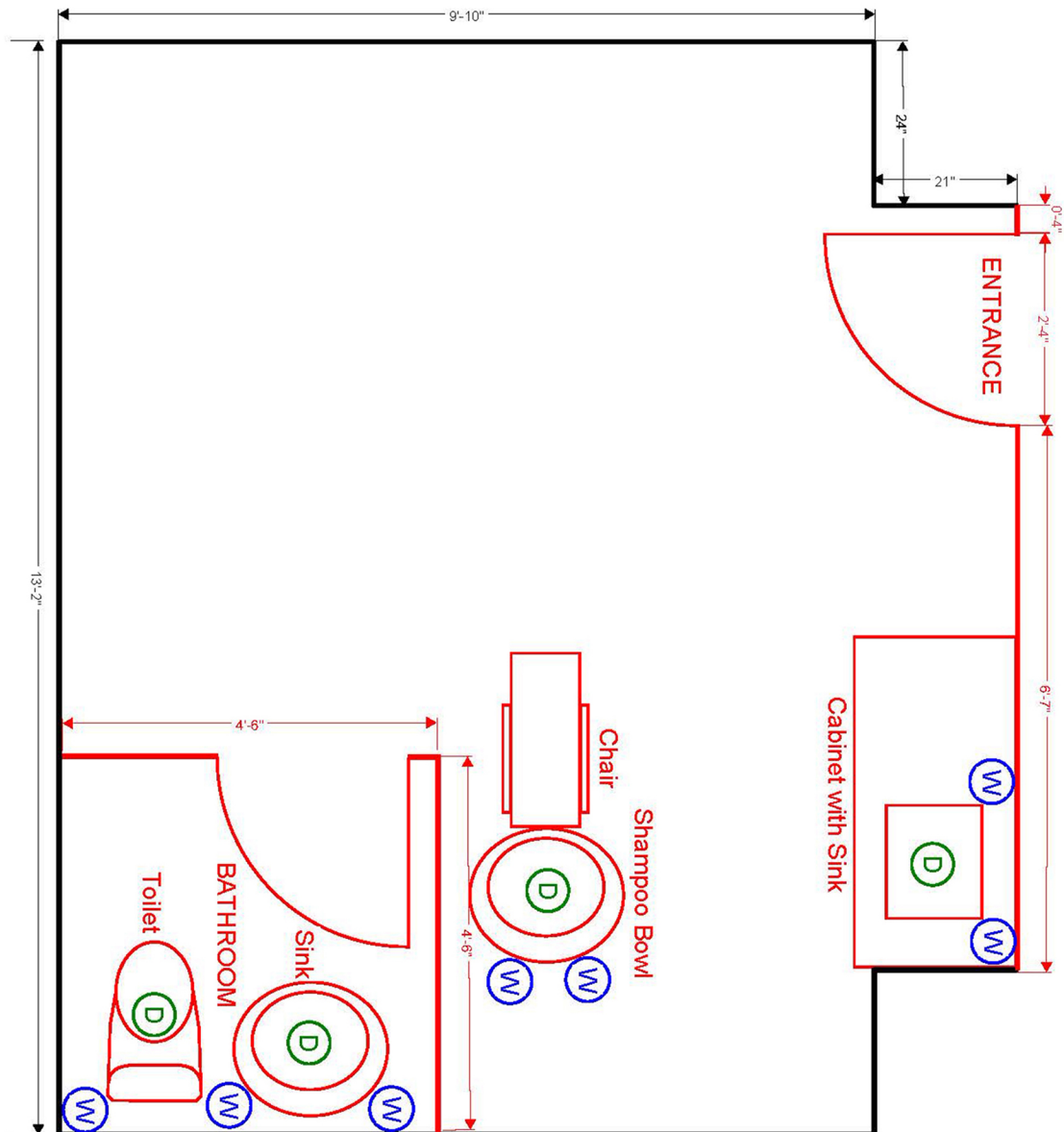
Stacey Cleveland

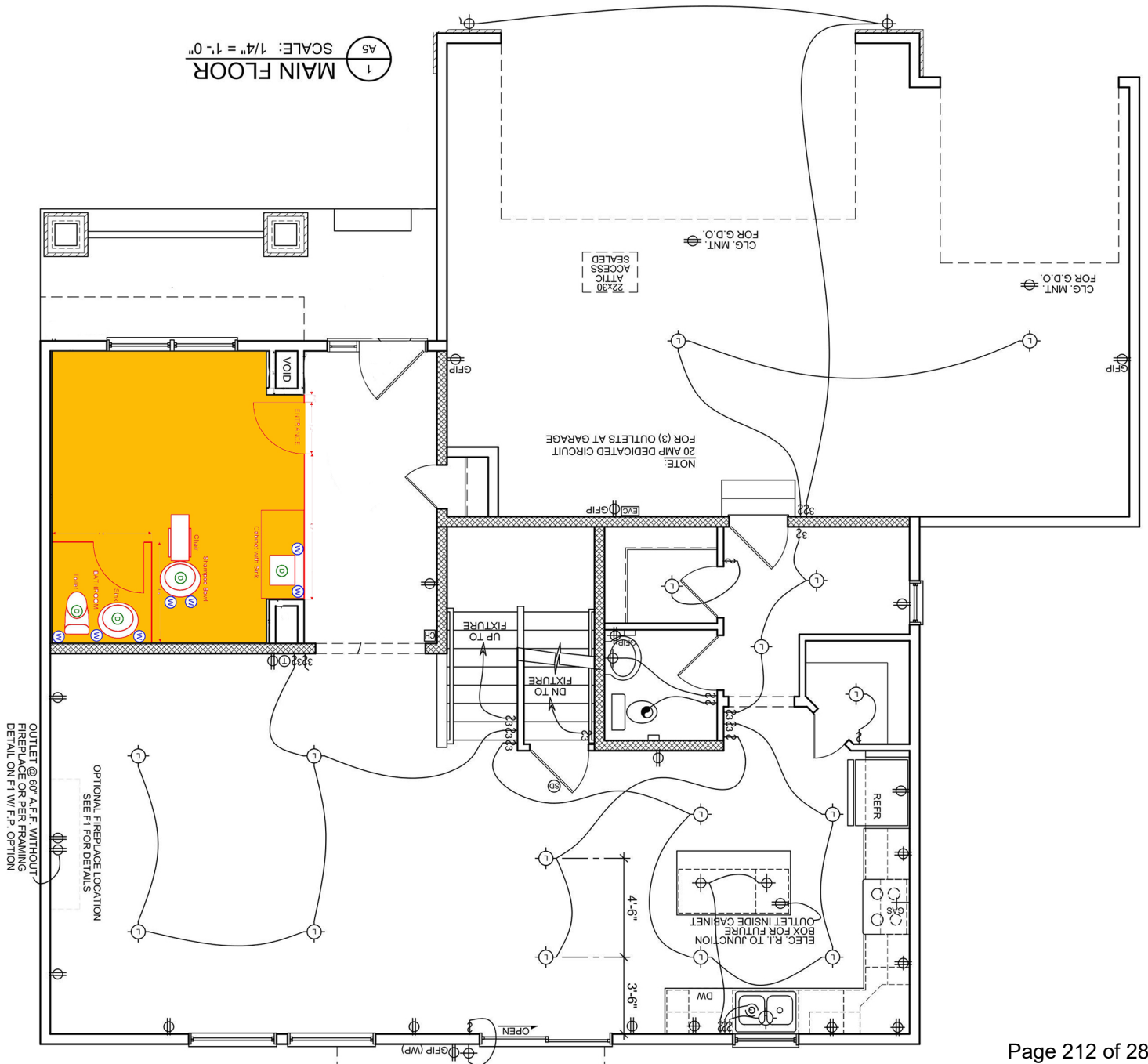
Interim Use Permit

Case No: IU 26-02

Legal Description of Property
Lennar Corporation - Bradford Park Lot 5, Block 5
A Written Narrative see Description of Project Narrative
In Home Salon: The business will occupy the dedicated room located immediately off the home's front entryway, with the layout and square footage shown on the attached Site Plan / Floor Plan. Construction Scope of Work: The proposed interior layout modifications will create a fully enclosed and contained business space. Construction details include- Framing & Partitioning: Building a interior partition wall to fully enclose and separate the salon room from the residential front entry and main entryway. Doors & Access: Installing a dedicated entry door to the salon room. Clients will enter the home through the existing front door and step directly through the new door into the salon entrance to the right. Plumbing Additions: Adding code-compliant plumbing lines to support three fixtures: Customer bathroom, one dedicated hair shampoo sink, and one separate handwashing sink as needed by the MN Board of Cosmetology. HVAC & Ventilation: Utilizing the existing mechanical ventilation infrastructure to ensure proper fresh air exchange and exhaust capabilities. Life Safety Compliance: The salon space will feature a fully updated life safety layout including: One dedicated, fully serviced ABC-rated fire extinguisher. Interconnected smoke detectors, carbon monoxide alarm positioned in compliance with the Minnesota State Building Code. A clear, unblocked emergency exit. Operational Details: The salon will operate on an appointment-only basis. No walk-in clients will be accepted. Traffic & Parking: Customer volumes are one client at a time. All client vehicle parking will be fully contained within the existing residential driveway; no street parking will be used. Exterior Impact: No structural changes, additions, or commercial signage will be added to the exterior of the residential structure.

- (D) Drain Connection
- (W) Water Supply
- Permanent Structure









Request for Action

To
City Council

Item Number
7.3

Meeting Date
August 17, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Resolution 26-54: Easement Vacation: Stormwater
Pipe Relocation, Crystal Distribution Inc (CDI) —
17560 Tyler St NW

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

Adopt, by motion, Resolution 26-54 vacating drainage and utility easements, subject to the condition that the lot line adjustment is completed prior to the vacation being recorded.

Background/Discussion

CDI is proposing a building addition (CU 26-01) that will be approximately double the size of the existing business. The proposed expansion, however, would cross an existing city storm sewer pipe and associated drainage and utility easement along a shared property line. Relocation of the existing city storm pipe is therefore necessary to accommodate the building expansion.

Once the storm pipe has been relocated, the existing drainage and utility easement will no longer serve a public purpose and may be vacated. Building permits for the proposed expansion will not be issued until the storm pipe has been relocated, constructed to city standards, and is fully operational.

Upon the city's acceptance of the relocated storm pipe, staff will have no concerns with the proposed easement vacation. At that point, the existing easement will no longer provide a public benefit, and new easements will be established along the relocated storm pipe to ensure continued access for maintenance of the stormwater infrastructure.

Along with the easement vacation, the applicant has also submitted a subdivision exemption application to adjust the property line between the subject parcel and the city-owned lot directly to the north. This adjustment will need to be completed prior to the vacation being recorded.

Financial Impact
None

Mission/Policy/Goal
Meet changing needs - agile.

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Attachments

1. Location Map
2. RES 26-54: Easement Vacation Resolution
3. Easement Exhibit



Project Location Map

city of Elk River - CDI

Easement Vacation

Case No: EV 26-03





**City of Elk River
City Council**

Resolution 26-54

A Resolution of the City Council of the City of Elk River Granting a Petition to Vacate Drainage and Utility Easements

WHEREAS, pursuant to Minnesota Statutes Section 412.851, after two (2) weeks' published and posted notice of the hearing and after mailing written notice of the hearing at least ten (10) days before the hearing to each property owner affected by the proposed vacation, the Elk River City Council has conducted a hearing to consider the vacation of the easement legally described and depicted on the attached Exhibit "A" ("Easement"); and

WHEREAS, a public hearing on said petition was held on August 17, 2026, before the City Council of the City of Elk River after published and posted notice had been given, and all persons interested were given an opportunity to be heard at the public hearing; and

WHEREAS, vacation of the drainage and utility easements is appropriate as the storm pipe located within the easement will be relocated and the easement will no longer be required, and

WHEREAS, vacation of the drainage and utility easements is appropriate as the property line between the two parcels will be adjusted and easements separating the two parcels are no longer required, and

WHEREAS, new drainage and utility easements will be established with the documents establishing the new parcel boundaries and across the relocated storm pipe together with a necessary consents for encroachments of a Northern Natural Gas Company pipeline easement and construction of the relocated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows:

1. The petition to vacate the drainage and utility easements, as legally described and depicted in Exhibit A, is hereby granted, based upon the following Findings of Fact:
 - A. The Council finds the drainage and utility easements described in Exhibit A is no longer a benefit to the public as the parcel boundary is being adjusted and new easements will be established along the new property line.
2. Vacation of the drainage and utility easements described in Exhibit A shall be effective at later of the date that (i) a drainage and utility easement for the relocated storm pipe together with a consent by Northern Natural Gas Company to the encroachment of the easement within its pipeline easement and (ii) the relocated pipe is constructed and accepted by the City.
3. The vacation shall not affect the authority of any person, corporation, or municipality owning or controlling the electric or telephone poles and lines, gas lines, sanitary and storm sewer lines,

water pipes, mains, hydrants, and natural drainage areas thereon or thereunder, to continue to maintain the same or to enter upon such way or portion thereof vacated to maintain, repair, replace, remove, or otherwise attend thereof.

4. The City Clerk is directed to file a certified copy of this Resolution with the Sherburne County Recorder upon the conditions identified herein being met.

Passed and adopted this 17th day of August 2026.

Mike Beyer, Acting Mayor

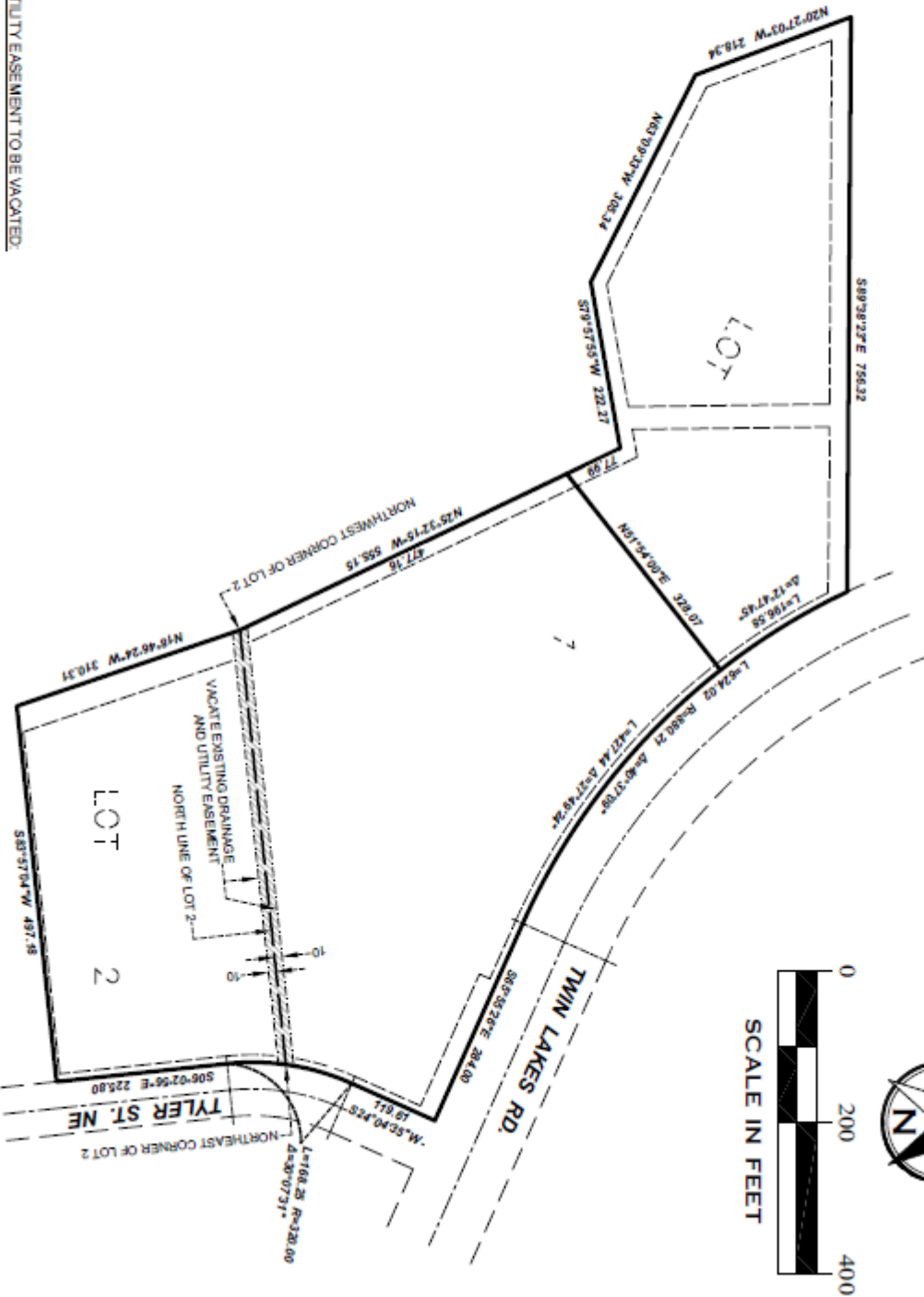
ATTEST:

Justin Dunford, City Clerk

Exhibit A

DRAINAGE & UTILITY EASEMENT EXHIBIT

SITE ADDRESS:
17610 & 17560 Tyler St. NW
Elk River, MN 55330



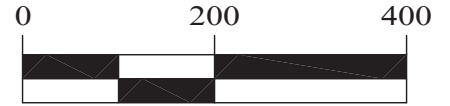
PORTION OF DRAINAGE AND UTILITY EASEMENT TO BE VACATED:

Vacate a portion of a 20 foot drainage and utility easement on the plat of NORTHSTAR BUSINESS PARK, the centerline of said easement is described as follows:
Beginning at the Northeast corner of Lot 2, Block 1, NORTHSTAR BUSINESS PARK; thence southeasterly along the North line of said Lot 2 a distance of 574.91 feet, more or less, to the Northwest corner of Lot 2 and their terminating.

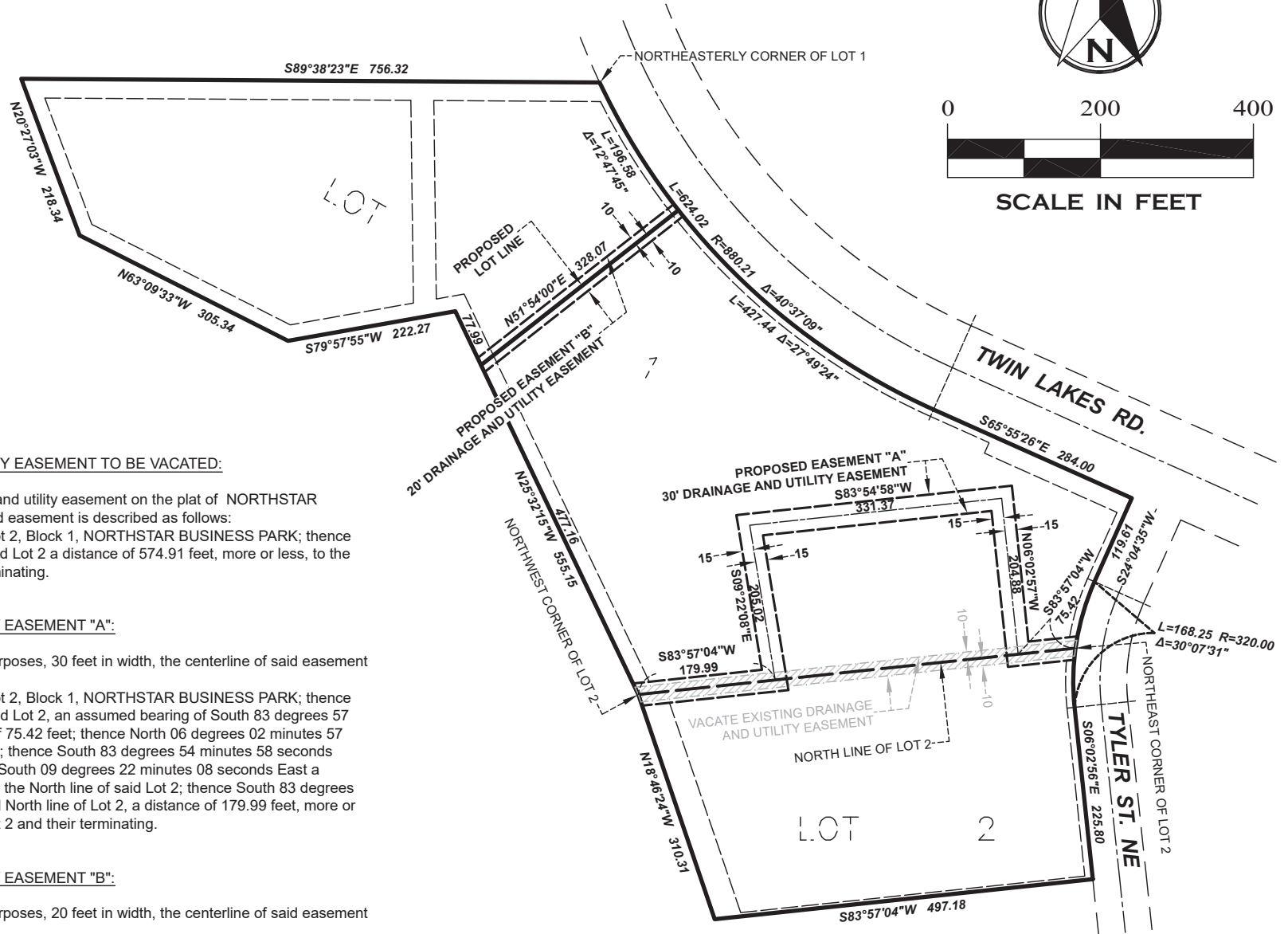
DRAINAGE & UTILITY EASEMENT EXHIBIT

SITE ADDRESS:

17610 & 17560 Tyler St. NW
Elk River, MN 55330



SCALE IN FEET



PORTION OF DRAINAGE AND UTILITY EASEMENT TO BE VACATED:

Vacate a portion of a 20 foot drainage and utility easement on the plat of NORTHSTAR BUSINESS PARK, the centerline of said easement is described as follows:
Beginning at the Northeast corner of Lot 2, Block 1, NORTHSTAR BUSINESS PARK; thence southeasterly along the North line of said Lot 2 a distance of 574.91 feet, more or less, to the Northwest corner of Lot 2 and their terminating.

PROPOSED DRAINAGE AND UTILITY EASEMENT "A":

An easement for drainage and utility purposes, 30 feet in width, the centerline of said easement is described as follows:
Beginning at the Northeast corner of Lot 2, Block 1, NORTHSTAR BUSINESS PARK; thence southeasterly along the North line of said Lot 2, an assumed bearing of South 83 degrees 57 minutes 04 seconds West, a distance of 75.42 feet; thence North 06 degrees 02 minutes 57 seconds West a distance of 204.88 feet; thence South 83 degrees 54 minutes 58 seconds West a distance of 331.37 feet; thence South 09 degrees 22 minutes 08 seconds East a distance of 205.02 feet, more or less, to the North line of said Lot 2; thence South 83 degrees 57 minutes 04 seconds West along said North line of Lot 2, a distance of 179.99 feet, more or less, to the Northwest corner of said Lot 2 and their terminating.

PROPOSED DRAINAGE AND UTILITY EASEMENT "B":

An easement for drainage and utility purposes, 20 feet in width, the centerline of said easement described as follows:
Commencing at the Northeasterly corner of Lot 1, Block 1, NORTHSTAR BUSINESS PARK; thence southeasterly on a curve along the Southwesterly right-of-way line of Twin Lakes Road an arc distance of 196.58 feet, said curve concave to the northeast, having a radius of 880.21 and a delta angle of 12 degrees 47 minutes 45 seconds, to the point of beginning of said described line; thence southwesterly to a point on the Westerly line of said Lot 1, 477.16 feet northwesterly of the Northwest corner of Lot 2, said Block 1, NORTHSTAR BUSINESS PARK, and there terminating.



Request for Action

To
City Council

Item Number
7.4

Meeting Date
August 17, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Overhead Doors to
Support Light Manufacturing, Crystal Distribution
Inc (CDI) - 17560 Tyler St NW

Reviewed by
Zack Carlton
Cal Portner
Justin Dunford

Action Requested

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

1. Additional year-round evergreen landscaping shall be planted along the north property line to satisfy the screening standards set forth in Section 30-654.
2. The CUP will not be recorded until the property lines have been adjusted to accommodate the proposed building site.
3. Easements running along the existing property boundary must be vacated prior to building permit issuance.

Background/Discussion

The subject property is zoned Focused Area Study (FAST) Subzone C, which references the Business Park (BP) zoning district. The applicant is requesting a Conditional Use Permit (CUP) to allow overhead doors facing a major street in support of their proposed light manufacturing use. The addition will double the size of the existing business and is intended to accommodate the continued growth and operational needs of the business.

Planning Commission

During the public hearing, no one spoke for or against the request, and staff have not received any comments since the commission meeting.

The Planning Commission had no concerns about the request and unanimously recommended approval.

Financial Impact

None

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Mission/Policy/Goal

Meet changing needs - agile.

Opportunity to live, work, and play.

Support the growth and development of the community.

Attachments

1. Planning Commission Staff Report dated July 18 2026
2. CU 26-10 Conditional Use Permit



Request for Action

To
Planning Commission

Item Number
5.4

Meeting Date
July 28, 2026

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Industrial Expansion with
Overhead Doors, CDI Curbs - 17560 Tyler St NW

Reviewed by
Zack Carlton

Action Requested

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

1. Additional year-round evergreen landscaping shall be planted along the north property line to screen the overhead doors and satisfy the screening standards set forth in Section 30-654.
2. The CUP will not be recorded until the property lines have been adjusted to accommodate the proposed building site.
3. Easements running along the existing property boundary must be vacated prior to building permit issuance.

Background/Discussion

The subject property is zoned Focused Area Study (FAST) Subzone C, which references the Business Park (BP) zoning district. The applicant is requesting a Conditional Use Permit (CUP) to allow overhead doors facing a major street on the north side of a proposed building addition. The addition will double the size of the existing business and is intended to accommodate the continued growth and operational needs of the business.

Comprehensive Plan

The city's Comprehensive Plan guides the property for Business Park land uses. The Business Park designation supports office and corporate campus development along major transportation corridors, utilizing natural amenities to create attractive employment centers while serving as a transition between higher intensity industrial uses and lower intensity residential neighborhoods. The proposed expansion represents the continued investment and growth of existing employment within the area and is consistent with the Comprehensive Plan.

Site Plan

The property has access from Tyler Street, and the submitted site plan includes a right-in/right-out access

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

onto Twin Lakes Road NW. The Engineering Department does not have concerns with additional access as it relates to traffic operations or safety.

As part of the project, the applicant will acquire a portion of the city-owned property immediately north of the site through a lot line adjustment. The city will continue to own the remnant vacant parcel.

Building Design

The proposed building materials consist of precast concrete, glass, and metal, which are durable, high-quality materials that are compatible with surrounding commercial and industrial development.

The applicant explored alternative building layouts that would orient the loading docks away from the public street. However, the presence of an existing gas easement significantly limits site design options. One proposal oriented the loading docks toward the west, away from Twin Lakes Road NW, by incorporating a large truck and trailer loading notch into the building footprint. This design ultimately proved impractical as it reduced the efficiency of production and shipping operations. Due to the unique constraints of the corner lot and the existing utility easement, complete avoidance of overhead doors facing a street was not feasible.

Although the overhead doors face Twin Lakes Road NW, they are approximately 200 feet from the roadway. The distance provides opportunity for effective screening. The applicant proposes landscaping to screen the loading area from public view. To complement the proposed screening, staff recommend requiring year-round evergreen landscaping along the north side of the property to further minimize views of the overhead doors throughout the year. See Staff Landscape Exhibit.

Parking

Based on the proposed office and industrial floor areas, 163 parking spaces are required, including six ADA-accessible spaces.

- Office: $8,550 \text{ square feet} \div 300 = 29 \text{ spaces}$
- Industrial: $63,950 \text{ square feet} \div 500 = 128 \text{ spaces} + 6 \text{ additional spaces} = 134 \text{ spaces}$
- Total Required: 163 spaces (including six ADA spaces)

The site plan includes 157 standard parking spaces and six ADA-accessible spaces, for a total of 163 parking spaces. City parking requirements are satisfied.

Applicable Regulations

The issuance of a Conditional Use Permit can be ordered only if the use satisfies the following standards:

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 building addition is an expansion of an existing business within the Business Park and is compatible with surrounding commercial and industrial development. While the overhead doors will face Twin Lakes Road NW, the unique site constraints created by the existing gas easement limit alternative building orientations. The overhead doors are located a considerable distance from the roadway and will be screened through landscaping and staff have recommended additional year-round evergreen plantings to maintain the visual barrier. With these measures, the proposal will not adversely affect neighboring properties or the public welfare.

2. Will be consistent with the Comprehensive Plan.

The Comprehensive Plan guides the property for Business Park uses. The proposed expansion supports continued employment growth within an established business park located along major transportation corridors and is consistent with the Comprehensive Plan's vision for this 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.

The project will not impede future development of surrounding property. The applicant's acquisition of a portion of the adjacent city-owned parcel through a lot line adjustment will leave one vacant parcel which will continue to be owned by the city.

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.

Essential public facilities and services, including streets, police, fire protection, sanitary sewer, water, drainage, and utilities are available to serve the site. The Engineering Department has reviewed the proposed right-in/right-out access on Twin Lakes Road NW and determined that it is acceptable. The development is not anticipated to create traffic congestion or adversely impact adjacent 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.

The proposal is an expansion of an existing industrial operation within an area planned and zoned for Business Park uses. No evidence has been presented indicating the expansion will create detrimental impacts beyond those typically associated with permitted industrial activities. Screening improvements will further reduce visual impacts associated with loading operations.

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 proposed addition will not impact known natural, scenic, or historic resources of major importance.

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

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

The proposed development complies with applicable zoning standards, including parking requirements. The site provides the required 163 parking spaces, including 6 ADA-accessible spaces. The proposed building materials are consistent with the city's architectural material standards, but the elevations need to be adjusted to comply with the depth change requirements, but does not affect the CUP review. Subject to approval of the associated lot line adjustment and the recommended conditions of approval, the project complies with all applicable provisions of the City Code.

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

The CUP application satisfies the required findings for approval. Although the orientation of the overhead doors toward Twin Lakes Road NW is not ideal, the applicant has demonstrated that site constraints created by the existing gas easement and the corner lot configuration significantly limit alternative building layouts. The proposed screening plan, together with the staff-recommended conditions requiring additional year-round evergreen landscaping along the north property line, will substantially mitigate views of the loading area and overhead doors. The proposal is consistent with the Comprehensive Plan, meets all applicable zoning requirements, provides adequate parking and public services, and is not expected to adversely impact surrounding properties.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile.

Opportunity to live, work, and play.

Support the growth and development of the community.

Attachments

1. CU 26-10 Location Map
2. Narrative
3. Site Plan
4. Staff Site Plan
5. Landscape Plan
6. Building Plans
7. Landscape Plan Staff
8. Presentation



Project Location Map

CDI

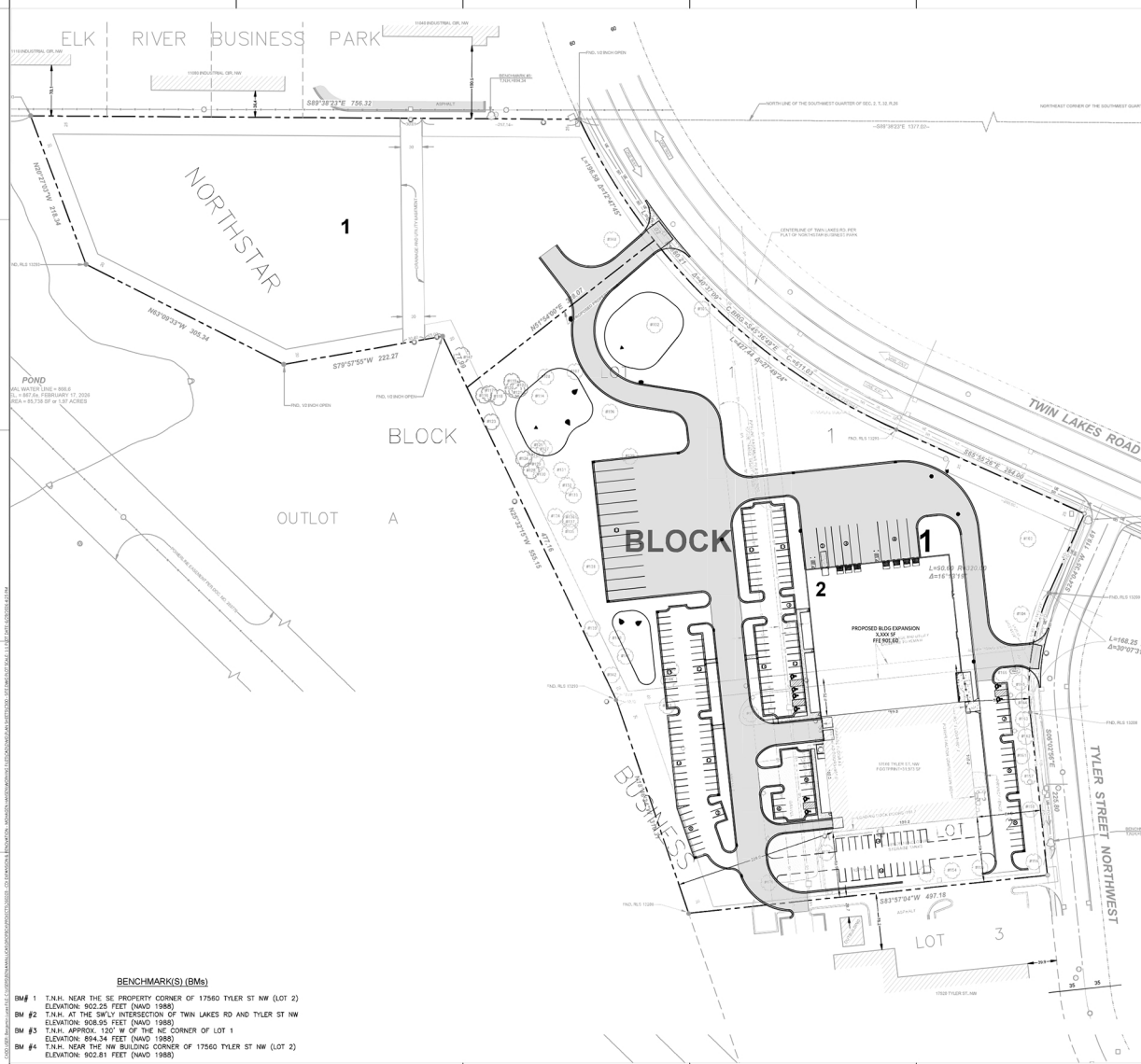
Conditional Use Permit

Case No: CU 26-10



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>	
The proposed addition is attempting to work around an existing gas easement. In order to face docks toward the west (away from Twin Lakes Road NW) instead of the north, a large (truck and trailer sized) loading area had to be notched out of the footprint of the addition in order to accommodate that easement. A design was attempted but proved to inhibit the flow and efficiency of production and shipping. Due to nature of the corner lot, orientation towards a street is difficult to avoid - however given the distance from the road (between roughly 150'-300') there is room for, and the tenant is planning to install screening comprised of fencing, berms and plantings.	
Hours of Operation	3 shifts - 24 hrs, but business hours are 7:30-5:00
Number of Employees	128 current employees
Number of parking stalls required by ordinance: City Ordinance Section 30-903 outlines these requirements.	Ratio: Office 1:300 Industrial 1:500 + 6 spaces Required: Office $8,550 / 300 = 29$ Industrial $63,950 / 500 = 128 + 6 = 134$ Total = 163 (6 ADA req'd) Provided: $157 + 6 \text{ ADA} = 163 \text{ total}$
Number of existing and proposed parking stalls	62 existing 163 proposed
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>	Precast Concrete, Glass, Metal
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.



LEGEND

PROPOSED

EXISTING

PROPERTY LINE

LIMITS OF DISTURBANCE

CURB & GUTTER

SOIL BORINGS

FENCE

SOIL

LIGHT POLE

PARKING TOTAL COUNT

ADA PARKING MARKINGS

STANDARD DUMP BURNING

HEAVY DUTY BITUMINOUS

CONCRETE SIDEWALK

CONCRETE DRIVE

SITE DATA

ZONING: F-1 (C)

LOT 1, BLOCK 1 AREA

LOT 2, BLOCK 1 AREA

IMPERVIOUS AREAS (AS SURVEYED ON LOT 2, BLOCK 1 AND W/VN LOT 2)

EXISTING IMPERVIOUS AREA:

PROPOSED NEW IMPERVIOUS AREA:

NET IMPERVIOUS DECREASE:

EXISTING BUILDING FOOTPRINT AREA:

BUILDING EXPANSION FOOTPRINT AREA:

BUILDING HEIGHT PROPOSED:

EXISTING AREA:

REQUIRED PARKING SPACES:

INDUSTRIAL USE (1,500 SF = 4 SPACES)

OFFICE USE (1,000 SF = 4 SPACES)

PROPOSED PARKING SPACES:

INDUSTRIAL USE (1,500 SF = 4 SPACES)

OFFICE USE (1,000 SF = 4 SPACES)

PROPOSED TRUCK LOADING & PARKING SPACES:

14' X 7' LOADING:

14' X 7' PARKING:

BUILDING SETBACK REQUIREMENTS:

FRONT YARD SETBACK (EAST):

FRONT YARD SETBACK (NORTH & SOUTH):

REAR YARD SETBACK (SOUTH):

PARKING SETBACK REQUIREMENTS:

FRONT YARD SETBACK (EAST):

FRONT YARD SETBACK (NORTH & SOUTH):

REAR YARD SETBACK (SOUTH):

REAR YARD SETBACK (EAST):

NOTES

1. CONTRACTOR SHALL REFER TO THE "GENERAL NOTES AND INFORMATION" SHEETS PRIOR TO THE START OF CONSTRUCTION.

2. REPLACE EXISTING CONCRETE SLABES (E.G., DRIVEWAY, SIDEWALK, CURB AND GUTTER, ETC.) TO NEAREST JOINT LINE.

3. AT LEAST TWO BURNING SETBACK AREAS SHALL BE LOCATED TO A MINIMUM DISTANCE OF 10 FEET FROM ALL EXISTING AND PROPOSED IMPERVIOUS AREAS AND SHALL BE LOCATED TO A MINIMUM DISTANCE OF 10 FEET FROM ALL EXISTING AND PROPOSED IMPERVIOUS AREAS.

MOHAGEN HANSEN

Architecture | Interiors

3000 Twelve Oaks Center Drive
Suite 202, Waukegan, MN 55391
P: 952-426-1400
F: 952-426-7440

MohagenHansen.com

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

DATE: 06/28/2018

PROJ. NO.: 2018-001

DATE: 06/28/2018

PROJ. NO.: 2018-001

Solution Blue

PRELIMINARY

CDI EXPANSION & RENOVATION

17560 TYLER ST NW

ELK RIVER, MN 55330

OVERALL CIVIL SITE PLAN

811

Call before you dig.

NEAR ANY EXISTING OR PROPOSED UTILITY LOCATIONS, CALL 811 TO REPORT ANY POTENTIAL PROBLEMS OR TO REQUEST A UTILITY LOCATIONS SURVEY. CALL 811 TO REPORT ANY POTENTIAL PROBLEMS OR TO REQUEST A UTILITY LOCATIONS SURVEY.

Page 280 of 280

BENCHMARK(S) (BMs)

BM #1 T.N.H. NEAR THE SE PROPERTY CORNER OF 17560 TYLER ST NW (LOT 2)
ELEVATION: 902.25 FEET (NAVD 1988)

BM #2 T.N.H. AT THE SW-CORNER INTERSECTION OF TWIN LAKES RD AND TYLER ST NW
ELEVATION: 908.95 FEET (NAVD 1988)

BM #3 T.N.H. APPROX. 100' W OF THE NE CORNER OF LOT 1
ELEVATION: 894.34 FEET (NAVD 1988)

BM #4 T.N.H. NEAR THE NW BUILDING CORNER OF 17560 TYLER ST NW (LOT 2)
ELEVATION: 902.81 FEET (NAVD 1988)

75-000

Twin Lakes Road
Twin Lakes Road

BLOCK

2

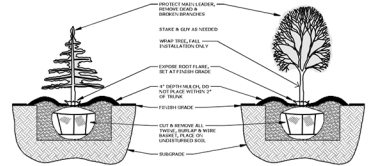
PROPOSED BLDG EXPANSION
X,XXX SF
PFE 903.60

1

Tyer Street

75-

75-00757-0115



GENERAL PROJECT NOTES

- OWNER FURNISHED EQUIPMENT SUPPLIERS ARE TO COORDINATE FINAL LOCATION OF EQUIPMENT AND INSTALLATION WITH THE OWNER.
- ELECTRICAL CONTRACTOR & CABLE CONTRACTOR ARE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED TO WALLS, FINISHES, CEILING ETC. IN THE COURSE OF THEIR CONSTRUCTION. IF CONTRACTORS BEGIN WORK IN AN AREA WITH EXISTING DAMAGE THEY ARE TO IMMEDIATELY NOTIFY THE OWNER OR ASSUME RESPONSIBILITY OF SUCH DAMAGE.



1000 Twelve Oaks Center Drive
Suite 200, Wayzata, MN 55391
T: 952-426-7400
F: 952-426-7440

MohagenHansen.com

NOT FOR
CONSTRUCTION

THE ARCHITECT SHALL BE DEEMED THE AUTHORS AND OWNERS OF THEIR RESPECTIVE INSTRUMENTS OF SERVICE AND SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHTS OF THE ATTACHED DOCUMENTS.

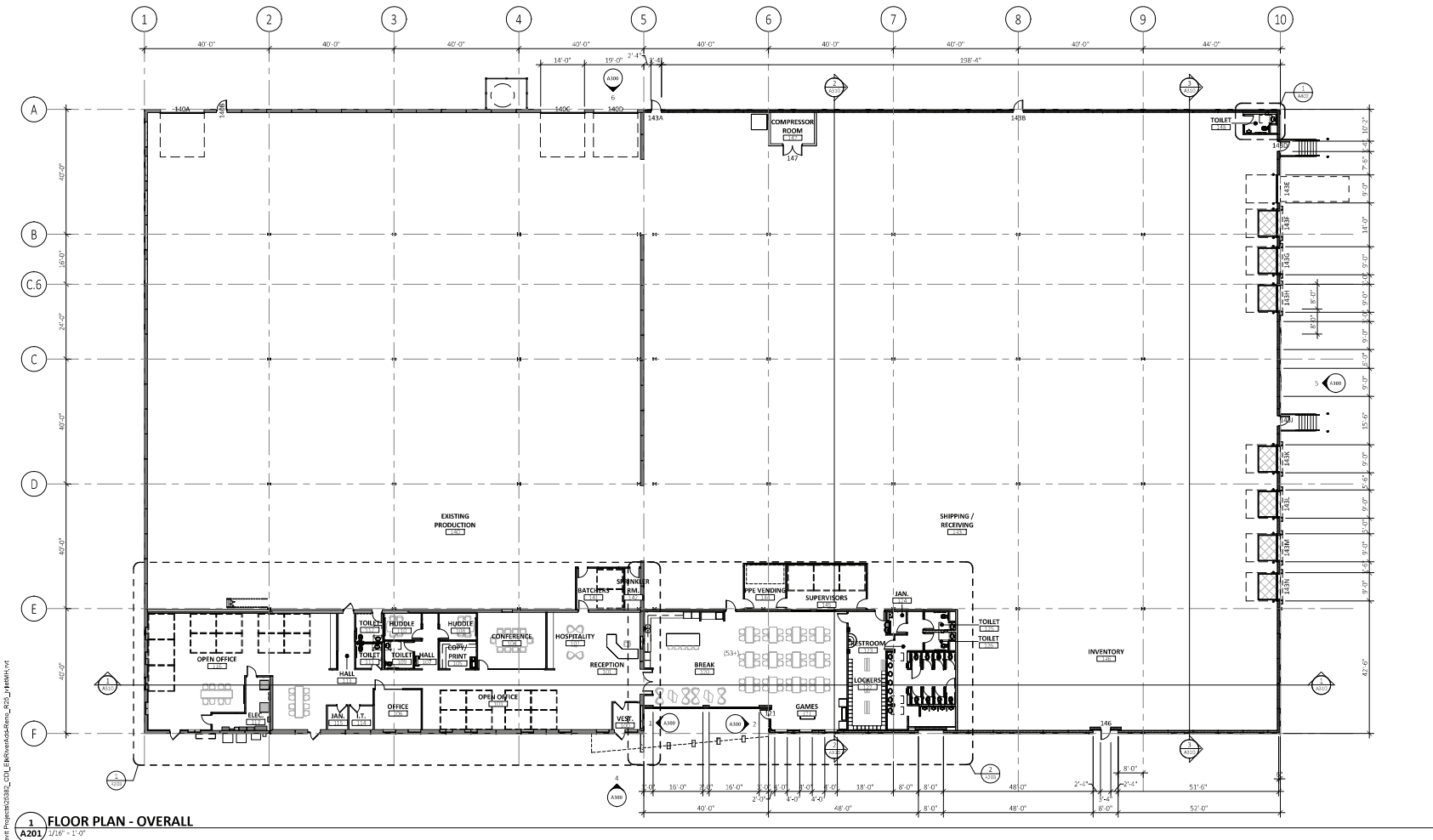
CDI EXPANSION AND RENOVATION

CDI CUSTOM CURB
ADAPTERS
17560 TYLER ST NW
ELK RIVER, MN 55330

NO.	DESCRIPTION	DATE

PROJECT NUMBER: 2382
DRAWN BY: Author
CHECKED BY: Checker
DATE: ISSUE DATE
COMPUTER DIRECTORY: C:\WORK\CDI_17560\cdi_17560.rvt

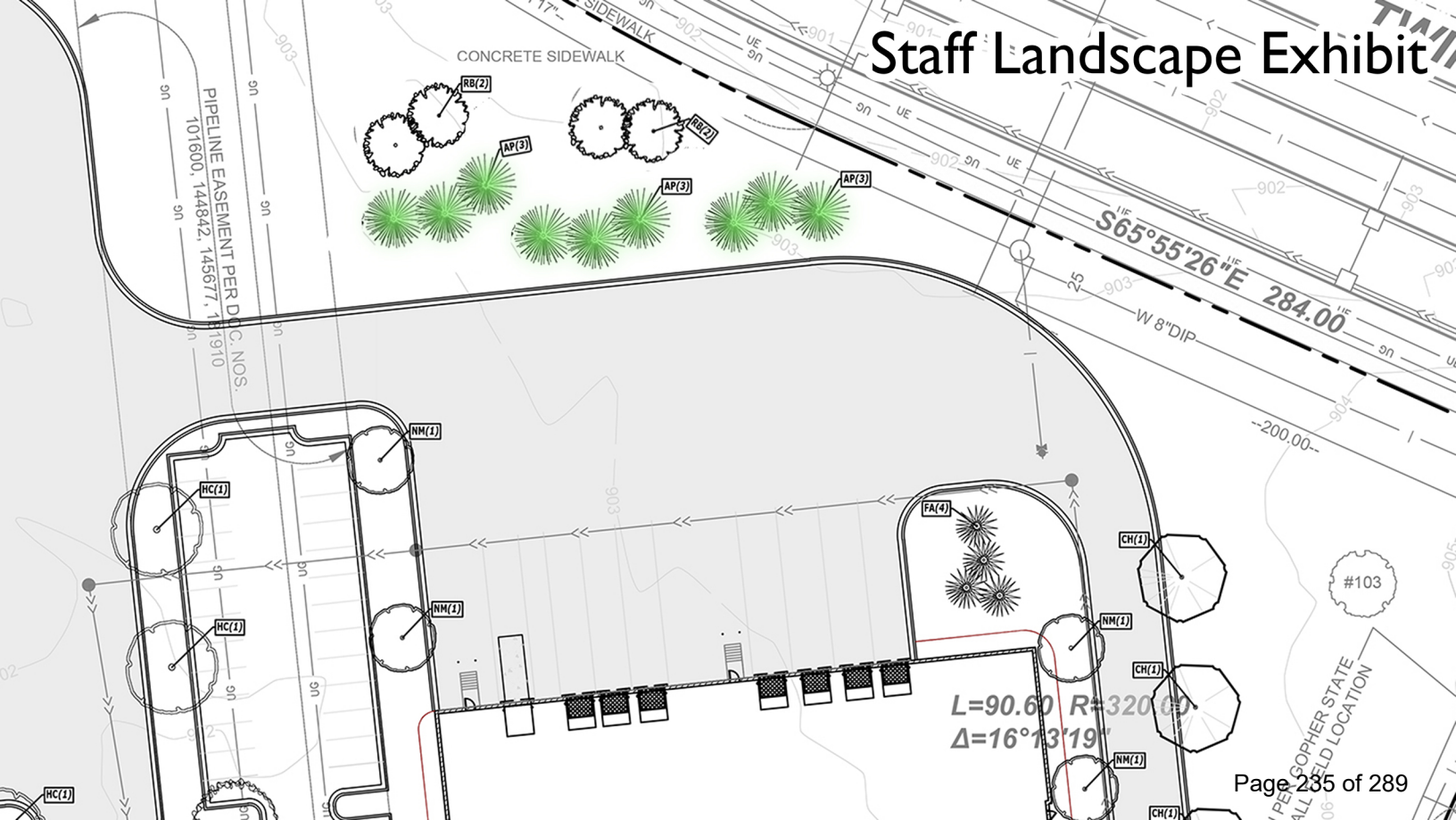
FLOOR PLAN -
FIRST LEVEL



1 FLOOR PLAN - OVERALL
A201 1/16" = 1'-0"

C:\Users\Project\Documents\CDI_17560\cdi_17560.rvt

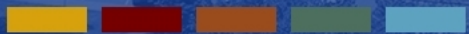
Staff Landscape Exhibit





Conditional Use Permit

Overhead Doors with Industrial Use -
CDI



Background

- **FAST Subzone C**
 - **Follows BP**
- **CDI expanding**
 - **Light manufacturing use doubles in size**
- **Lot line adjustment needed before permit release.**

Background

- Overhead doors facing major street = CUP
 - Not reviewing the use
- Site constraints
 - Existing gas easement
 - Corner lot configuration
- Limit alternative building layouts



75-00757-0105

75-00002-3101

Twin Lakes Road
Twin Lakes Road

75-00002-3102

75-00757-0010

75-00757-0205

Tyler Street

75-00757-0115

75-00757-0210



75-00002-3101

75-00757-0105

Twin Lakes Road
Twin Lakes Road

75-00002-3102

2
PROPOSED BUILDING
USE OF
PUD/MA

75-00757-0010

75-00757-0205

1
Tyler Street

75-00757-0115

75-00757-0210



75-00002-3101

Twin Lakes Road
Twin Lakes Road

75-00002-3102

BLOCK 1

2
PROPOSED BLDG EXPANSION
X,XXX SF
FFE 903.60

75-00757-0010

75-00757-0205

Tyler Street

75-00757-0115

75-00757-0210



75-00002-3101

Twin Lakes Road
Twin Lakes Road

75-00002-3102

BLOCK

1

2

PROPOSED BLDG EXPANSION
X,XXX SF
FFE 903.60

75-00757-0010

75-00757-0205

Tyler Street

75-00757-0115

75-00757-0210

Landscaping

- **Overhead doors**
 - **Considerable distance from the roadway**
 - **Screened through proposed landscaping**
 - **More year-round evergreens – staff recommended**
- **With these measures, the proposal will not adversely affect neighboring properties or the public welfare**

Staff Landscape Exhibit



Applicable Regulations

- Staff's analysis of the application shows compliance with 6 of the 7 standards required for approval of the CUP
- With the recommended conditions, the other standard should be complied with

Action Requested

- **Recommend, by motion, approval of the CUP with the condition that additional year-round evergreen landscaping be planted along the north property line to satisfy the standards set forth in Section 30-654.**

City Council Meeting

- If acted on, this item will go to the August 17, 2026, City Council meeting

CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 26-10

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

**Conditional Use Permit to allow loading areas/overhead doors located in the front yard
located at 17560 Tyler St NW**

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

Lot 2, Block 1, Northstar Business Park, Sherburne County, Minnesota

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

O'Brien Holdings, LLC, owner

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

1. Additional year-round evergreen landscaping be planted along the north property line to satisfy the screening standards set forth in Section 30-654.
2. The CUP will not be recorded until the property lines have been adjusted to accommodate the proposed building site.
3. Easements running along the existing property boundary must be vacated prior to building permit issuance.

13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763.635.1000



Request for Action

To
City Council

Item Number
7.5

Meeting Date
August 17, 2026

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

Item Description
Resolution 26-55: Northbound Liquor - Property
Tax Abatement Bond

Reviewed by
Lori Stich
Cal Portner
Justin Dunford

Action Requested

Approve, by motion, Resolution 26-55, a property tax abatement in the City of Elk River for certain public improvements (Northbound Liquor).

Background/Discussion

The city proposes to undertake various public improvements, including but not limited to the construction of a new replacement liquor store with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the "Abatement Act"), and to authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements.

The city is authorized under the Abatement Act and Minnesota Statutes, Chapter 475, as amended, to issue one or more series of general obligation tax abatement bonds in the aggregate principal amount not to exceed \$7,690,000 to pay the costs of the Project pursuant to the Abatement Act, and which are expected to be paid primarily through the collection of Abatement revenues.

The Abatement shall be for up to 20 years and shall apply to the taxes payable in the years 2027 through 2046, inclusive, or such other dates that correspond to the payment of debt service on the Abatement Bonds over a period not to exceed 20 years, subject to a denial by Sherburne County or Elk River Public School District #728 to participate in the Abatement. The city will pay the Abatement solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

Financial Impact

The Tax Abatement Bond (loan) will be repaid using the Liquor Fund.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

The Elk River Vision

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

1. Elk River Abate Bonds 2026A ABATEMENT RESOLUTION (August 13, 2026)
2. Proof of Public Hearing Notice

CITY OF ELK RIVER, MINNESOTA

RESOLUTION NO. 26-55

**APPROVING PROPERTY TAX ABATEMENT IN THE CITY OF
ELK RIVER FOR CERTAIN PUBLIC IMPROVEMENTS**

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

Section 1. Recitals.

1.01. The City proposes to (i) undertake various public improvements, including but not limited to construction of a new liquor store in the City (the “Project”) with tax abatement bonds authorized by Minnesota Statutes, Sections 469.1812 through 469.1815 (the “Abatement Act”) and (ii) authorize a property tax abatement with respect to various parcels of land that benefit from such public improvements.

1.02. Pursuant to Section 469.1813, subdivision 1 of the Abatement Act, the City may grant an abatement of all or a portion of the taxes imposed by the City on one or more parcels of property to pay for all or part of the cost of financing or providing public infrastructure, increasing or preserving the tax base, providing employment opportunities, including construction jobs, help acquire and construct public facilities, and help provide access to services for residents of the City.

1.03. The City has identified 5 parcels located in the City, identified as follows:

75-00861-0105 75-00003-1200
75-00566-0210 75-00656-0105
75-00651-0105

(the “Abatement Property”), which will be benefitted by the Project and from which the City proposes to abate all or a portion of the City’s share of taxes to help finance the Project, subject to all the terms and conditions of this resolution.

1.04. The Abatement Property is not located in a tax increment financing district.

1.05. The City is authorized under the Abatement Act and Minnesota Statutes, Chapter 475, as amended (together, the “Act”), to issue one or more series of general obligation tax abatement bonds in the aggregate principal amount not to exceed \$7,690,000 (the “Abatement Bonds”) to pay the costs of the Project pursuant to the Abatement Act, and which are expected to be paid primarily through the collection of Abatement (hereinafter defined) revenues.

1.06. On this same date, the City Council conducted a duly noticed public hearing on the Abatement at which the views of all interested persons were heard.

Section 2. Findings.

2.01. The Council expects the benefits to the City of the Abatement to at least equal or exceed the costs to the City thereof because:

(a) The Abatement will help finance certain public improvements including without limitation a portion of the cost of the Project.

(b) The Project will attract and retain visitors, residents and businesses by providing increased facilities and services in the City which will generate increased City tax revenues that, over the long term, will exceed the amount of the Abatement itself.

2.02. Granting the Abatement is in the public interest because the Abatement will:

(a) Increase or preserve tax base, by helping to maintain and increase values in the City and region, for the reasons described in clause 2.01.

(b) Finance or provide public infrastructure and public facilities and help provide construction and permanent jobs in the City.

2.03. It is further specifically found and determined that, in addition to the benefits described in clauses 2.01 and 2.02, the Abatement is expected to result in the following public benefits:

(a) The Project will contribute to the quality of life in the City and region by improving retail options and services for residents, help finance public infrastructure in a way that will strengthen the local economy by attracting and retaining citizens and businesses by providing improved services and retail facilities, help provide construction jobs, help increase revenues at the liquor store which will help provide other services to residents, protect the general health and welfare of the community by maintaining public infrastructure and public facilities, and benefit the Abatement Property by providing improved amenities and public facilities to those who live and work in the City.

(b) The Abatement Property consists of parcels in the City which are among the properties which will benefit from the public improvements and the Abatement Property will not be located in a tax increment financing district for the period of time that the Abatement is in effect.

Section 3. Actions Ratified; Abatement Approved.

3.01. The City Council hereby ratifies all actions of the City's staff and consultants in arranging for approval of this resolution in accordance with the Abatement Act.

3.02. Subject to the provisions of the Abatement Act, the Abatement is hereby approved and adopted subject to the following terms and conditions:

(a) The term "Abatement" means the City's share of the real property taxes generated from the Abatement Property, in the amounts described in this Section:

(i) The aggregate Abatement paid by the City during the term of this resolution will not exceed the amount necessary to pay the principal of and all or a portion of the interest on the Abatement Bonds, up to a maximum of \$7,690,000. The maximum principal amount of bonds to be secured by the Abatement under this resolution will not exceed the estimated sum of the Abatement from the Abatement Property for the term authorized under this resolution.

(ii) In accordance with Section 469.1813, subdivision 8 of the Act, in no year shall the Abatement, together with all other abatements approved by the City under the Act and paid in that year, exceed the greater of ten percent (10%) of the City's net tax capacity for that year or \$200,000 (the "Abatement Volume Cap"). The City may grant any other abatements permitted under the Act

after the date of this resolution, provided that to the extent the total abatements in any year exceed the Abatement Volume Cap, the allocation of Abatement Volume Cap to such other abatements is subordinate to the Abatements under this resolution.

(b) The Abatement shall be for up to a 20-year period and shall apply to the taxes payable in the years 2027 through 2046, inclusive or such other dates that correspond to the payment of debt service on the Abatement Bonds over a period not to exceed 20 years subject to a denial by Sherburne County or Elk River Public School District #728 to participate in the Abatement. The City will pay the Abatement solely to finance the cost of the Project, through application of Abatement amounts toward debt service payments on the Abatement Bonds (including any bonds issued to refund the initial Abatement Bonds).

(c) This resolution may be modified only with the prior written approval of the City, and any modification is subject to Section 469.1813, subdivision 7 of the Abatement Act.

(d) In accordance with Section 469.1815 of the Abatement Act, the City will add to its levy in each year during the term of the Abatement the total estimated amount of current year Abatement granted under this resolution.

Approved this August 17, 2026 by the City Council of the City of Elk River, Minnesota.

**CITY OF ELK RIVER,
MINNESOTA**

Mike Beyer, Acting Mayor

ATTEST:

Justin Dunford, City Clerk



Ad Proof

Not Actual Size

**CITY OF ELK RIVER,
MINNESOTA
NOTICE OF
PUBLIC HEARING
REGARDING A PROPOSED
PROPERTY TAX ABATEMENT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Elk River, Minnesota (the "City"), will hold a public hearing on Monday, August 17, 2026, at 6:00 p.m., or as soon thereafter as the matter may be heard, in Council Chambers of the City Hall located at 13065 Orono Parkway in the City, relating to a proposal that the City abate all or a portion of property taxes levied by the City on properties located in the City with the following property identification numbers (the "Property").

75-00861-0105 75-00003-1200
75-00566-0210 75-00656-0105
75-00651-0105

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

Date: 07/22/26

Account #: 370790

Customer: CITY OF ELK RIVER - LEGALS

Address: 13065 ORONO PARKWAY
ELK RIVER

Telephone: (763) 441-2052
Fax:

Publications:

Star News

The total amount of the taxes proposed to be abated by the City on the Property for up to a 20-year period is estimated not to exceed \$7,690,000. The City Council will consider the property tax abatement in connection with financing certain public improvements including the construction of a new liquor store in the City (the "Project") through the issuance of general obligation tax abatement bonds.

At the public hearing, the City Council will consider an abatement resolution under which the City will collect the City's share of property taxes from the Property and use those revenues to pay the principal of and interest on the abatement bonds issued to finance the Project.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Clerk, at or prior to said public hearing.

Dated: July 25, 2026
BY ORDER OF THE CITY
COUNCIL OF THE CITY OF ELK
RIVER, MINNESOTA
/s/Justin Dunford
City Clerk
City of Elk River, Minnesota

Published in the Star News
July 25, 2026
1548687

Ad ID: 1548687

Copy Line: Aug 17 PH Prop Tax Abatement

PO Number: Business Services

Start: 07/25/26

Stop: 07/25/2026

Total Cost: \$136.00

of Lines: 72

Total Depth: 8.028

of Inserts: 1

Ad Class: 150

Phone # (763) 691-6000

Email: publicnotice@apgecm.com

Rep No: CA700

Contract-Gross



Request for Action

To
City Council

Item Number
8.1

Meeting Date
August 17, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Call Special Council Meeting

Reviewed by
Justin Dunford

Action Requested
Discuss and approve by motion a Special Council Meeting.

Background/Discussion

At the August 3, 2026, Regular City Council Meeting, the Council agreed to meet at 4 p.m. on Monday, August 31, 2026, at the King Avenue Parking Lot to review several engineering questions for the 2027 Downtown Improvement Plan. We have a couple of other action items the Council may want to consider, including a budget review, property disposition, and the hiring of a firefighter.

The City Council is required by state law to adopt a preliminary tax levy by September 30 of each year. This is a maximum levy that can not be increased, only decreased for the final tax levy. The preliminary tax levy adoption is expected to be adopted at the Council's second meeting on September 21.

The Council should consider adding a Special Council Meeting to further consider the budget before its next scheduled Regular Council Meeting on September 8.

Financial Impact
N/A

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
8.2

Meeting Date
August 17, 2026

Prepared By
Justin Dunford, City Clerk

Item Description
Hearing on Potential Tobacco License Revocation:
Star One, LLC

Reviewed by
Cal Portner
Justin Dunford

Action Requested

Hold a hearing on a potential license revocation for tobacco sales by Star One, LLC. If the Council determines to revoke the license, direct staff to prepare Findings of Fact.

Background/Discussion

Star One, LLC received a tobacco license from the City of Elk River on February 5, 2026. The Elk River Police Department, in conjunction with the Sherburne County Health and Human Services, conducted a compliance check on June 17, 2026, and cited Star One, LLC for selling tobacco products to a person under the age of 21.

This location, licensed as Star One, LLC, was previously licensed as Elk River Tobacco. On November 17, 2025, the City Council held a hearing discussing numerous compliance failures related to the sale of tobacco to persons under the age of 21. On December 1, 2025, the City Council approved Resolution 25-73, which revoked the tobacco license for Elk River Tobacco LLC.

Due to the repeated compliance failures at this location, a notice of a license revocation hearing was issued to the owner of Star One, LLC, Faezah Hizam on July 15, 2026. In addition, an administrative penalty fee of \$300 was issued for the compliance violation. A copy of the letter is included for reference. Also included are the notice and Resolution 25-73 sent to Elk River Tobacco in 2025. The licensee for Elk River Tobacco, Noman Husein, is the spouse of the licensee for Star One, LLC, Faezah Hizam.

Financial Impact
N/A

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

Attachments

1. Star One, LLC Revocation Hearing Notice
2. Elk River Tobacco Revocation
3. Elk River Tobacco Fourth Violation Hearing & Fine Notice

The Elk River Vision

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

4. ERPD Incident Reports
5. Star One LLC MNSOS
6. STAR ONE LLC - CT102 2026

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

July 15, 2026

Star One, LLC
19262 Evans Street NW
Elk River, MN 55330

Faezah Hizam
19262 Evans Street NW
Elk River, MN 55330

**Re: 1. Tobacco Sales Violations to Persons Under Age 21, Hearing on Potential License Revocation;
2. Penalty Fee \$300 Due August 17, 2026**

To Faezah Hizam:

On June 17, 2026, the Elk River Police Department, working with Sherburne County Health and Human Services, conducted compliance checks and cited Star One, LLC for selling tobacco products to a person under the age of 21.

As a result of this violation, along with the numerous prior violations at this location, the Elk River City Council will hold a tobacco license revocation hearing at 6:00 pm at City Hall, 13065 Orono Parkway, Elk River, Minnesota on August 17, 2026. The purpose of this hearing is to consider the potential revocation of Tobacco License #TBC26-000002 and is being conducted pursuant to Elk River City Code of Ordinances §§ 26-39, 26-69 and 38-35.

This letter serves as official notice of the scheduled hearing. During the hearing, you will have an opportunity to present any relevant evidence and testimony to support your appeal. The City Council will carefully consider your case and render a final decision on the matter.

Please be aware that the hearing proceedings will be governed by the following guidelines:

- You may bring legal representation to the hearing.
- You may present witnesses, documents, or other evidence relevant to your case.
- The hearing will be recorded for record-keeping purposes.
- The City Council's decision will be final and binding.

Additionally, you are responsible for payment of a \$300 Administrative Penalty Fee for the June 17, 2026, violation. Pursuant to Minnesota Statute 461.12, Subd. 2.

The penalty of \$300 is required by statute and shall be submitted to:
<https://cityofelkriver.revtrak.net/> by August 17, 2026.

If you have any questions about the hearing process, contact the Office of the City Clerk at 763.635.1003.

Sincerely,

Justin Dunford
City Clerk

Cc Cal Portner, City Administrator
 Dave Kuhnly, Police Chief



13065 Orono Parkway
Elk River, MN 55330

Date: December 2, 2025

Noman Hussein
Elk River Tobacco, LLC
19262 Evans Street
Elk River, Minnesota 55330

Subject: Revocation of License (TBC23-000008)

Dear Mr. Hussein:

This notice is being issued to inform you that the City of Elk River revoked your tobacco license effective December 1, 2025.

As you are aware the Elk River City Council provided an opportunity for a hearing in which you were able to present evidence at their meeting on November 17, 2025. After all the evidence was presented the City Council voted to consider findings for denial at its subsequent meeting.

Attached is the official Resolution 25-73 outlining the findings of fact for the revocation, adopted by the City Council on December 1, 2025. Per Elk River City Code § 26-69 (3), you would be unable to apply for another tobacco license for three years.

Please be advised that all rights associated with Tobacco License #TBC23-000008 are terminated as of December 1, 2025. Any further use of the licensed premises without proper authorization will result in legal action.

Sincerely,

Tina Allard,
City Clerk



City of Elk River
City Council

Resolution 25-73

**A Resolution of the City Council of the City of Elk River Revoking
Tobacco License for Elk River Tobacco LLC**

WHEREAS, Mr. Noman Husein and Elk River Tobacco LLC ("Elk River Tobacco") holds a license from the City of Elk River to sell tobacco products at Elk River Tobacco, 19262 Evan Street NW issued on April 25, 2022, and

WHEREAS, pursuant to Minnesota State Law and Elk River City Code, the Elk River Police Department works with Sherburne County Health and Human Services to periodically conduct compliance checks to ensure licensees are not selling tobacco products to persons under the age of 21;

WHEREAS, on October 17, 2025, Elk River Tobacco failed a compliance check when its employee sold tobacco products to underage buyers;

WHEREAS, the October 17, 2025, violation was the fourth violation within a 36-month period;

////////////////////
WHEREAS, by letter dated October 27, 2025, Elk River Tobacco was put on notice of the violation and that the City Council would consider the penalty for the violation at its meeting on November 17, 2025, pursuant to City Code § 26-73(e);

WHEREAS, prior to the hearing, Elk River Tobacco was provided the Request for Action, including all supporting documentation;

WHEREAS, the City Council has reviewed all materials provided by staff, and considered any and all oral and written testimony offered by all interested parties.

NOW THEREFORE, the City Council makes the following:

FINDINGS

1. The above recitals are incorporated as if fully set forth herein.
2. Minn. Stat. § 461.12, subd. 5 and City Code § 26-35 provides that a licensing authority shall conduct unannounced compliance checks at least once a year at licensed locations.

3. City Code § 26-37(a) provides that it is a violation for “any person to sell, offer to sell, give, or otherwise furnish any tobacco, tobacco-related device, nicotine, or electronic delivery device to any person under the age of 21 years.”
4. City Code § 26-33 provides:

All licensees under this article shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco-related devices, nicotine, or electronic delivery devices on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the city from also subjecting the clerk to whatever penalties are appropriate under this article, state or federal law, or other applicable laws or regulations.
5. Elk River Tobacco was found in violation of City Code – and Minn. Stat. – for selling tobacco products to persons under the age of 21 on the following dates: December 5, 2022; August 8, 2024; and June 18, 2024.
6. Elk River Tobacco was provided notice of those violations, expressly waived its right to an administrative hearing and submitted the applicable penalty for each violation.
7. At the hearing on its 4th violation, Elk River Tobacco did not contest the fact of the violation itself. There was no defense that the licensee or individual making the sale relief in good faith upon proof of age on a specific government document under Minn. Stat. §§461.12, subd. 6 and 340A.502, subd. 6.
8. Elk River Tobacco did violate City Code and state law on October 17, 2025, by failing a tobacco compliance check and selling tobacco products to persons under the age of 21. This was the Fourth Violation by Elk River Tobacco within 36 months.
9. At the hearing, Representatives from Elk River Tobacco did not sufficiently take responsibility for the actions or explain how they would prevent underage sales from occurring in the future.
10. At the hearing, Officers from the Elk River Police Department explained that Elk River Tobacco is known in the community as a place where individuals under the age of 21 can purchase tobacco.
11. The number of violations within a 36-month window suggest that perception is true.
12. The City Council does not find that the licensee will adequately protect the residents of the City of Elk River by complying with City Code and Minnesota State Law in ensuring its employees do not sell tobacco to persons under the age of 21.
13. Minn. Stat. § 461.12, subd. 2 provides, in relevant part:

For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of \$1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked. No suspension, revocation, or other penalty may take effect until the licensee has

received notice, served personally or by mail, of the alleged violation and an opportunity for a hearing before a person authorized by the licensing authority to conduct the hearing. A decision that a violation has occurred must be in writing.

14. City Code § 38-35(c) provides:

Grounds for suspension or revocation. Every license issued under this chapter or any other ordinance of the city is subject to the right, which is hereby expressly reserved, of the council to suspend or revoke the license should the holder or the holder's agents, employees, representatives or lessees, directly or indirectly, fail to comply with the provisions of the particular license, this chapter, or any other law, ordinance or regulation pertaining directly or indirectly to the operation or conduct of the licensed activities.

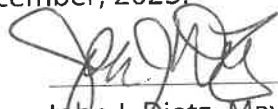
15. City Code § 38-35(d)(4) provides, in relevant part: "If, after the hearing, the council determines that proper grounds exist to suspend or revoke the license in question, the council shall state those grounds for the record and suspend or revoke such license. . ."

16. Based on the foregoing, and pursuant to the above City Code provisions, the City has sufficient grounds to revoke the license.

DECISION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELK RIVER, MINNESOTA, based upon the information received and the above FINDINGS, that the City Council of the City of Elk River hereby revokes the tobacco license for Elk River Tobacco LLC.

Passed and adopted this 1st day of December, 2025.



John J. Dietz, Mayor

ATTEST:



Tina Allard, City Clerk

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

October 27, 2025

Elk River Tobacco, LLC.
1148 111th Lane NE
Blaine, MN 55434

Noman Husein
19262 Evans Street
Elk River, MN 55330

Re: Fourth Offense: Tobacco Sales Violations to Persons Under Age 21
1. Hearing and Notice of Suspension and Potential License Revocation
2. Penalty Fee \$1,000 Due Wednesday, November 26

To Noman Husein:

On Friday, October 17, 2025, the Elk River Police Department, working with Sherburne County Health and Human Services, conducted compliance checks and cited Elk River Tobacco, LLC/Elk River Tobacco for selling tobacco products to a person under the age of 21. This is your fourth violation within a 36-month period

On Tuesday, June 18, 2024, the Elk River Police Department, working with Sherburne County Health and Human Services, conducted compliance checks and cited Elk River Tobacco, LLC/Elk River Tobacco for selling tobacco products to a person under the age of 21. This was your third violation within a 36-month period.

On Thursday, August 8, 2024, the Elk River Police Department again conducted a compliance check and cited your establishment for selling tobacco products to a person under the age of 21. This was your second violation within a 36-month period.

In a further review our records, we determined there was a violation that occurred Monday, December 5, 2022, which would have been your first violation to have occurred within a 36-month period.

Due to the four citations, you are in violation of Minnesota Statute 461.12, Subd. 2: Administrative penalty for sales and furnishing; licensees, which provides in relevant part:

“If a licensee or employee of a licensee sells, gives, or otherwise furnishes tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products to a person under the age of 21 years, or violates any other provision of this chapter, the licensee shall be charged an administrative penalty of \$300 for the first violation. An administrative penalty of \$600 must be imposed for a second violation at the same location within 36 months after the initial violation. For a third or any subsequent violation at the same location within 36 months after the initial violation, an administrative penalty of \$1,000 must be imposed, and the licensee's authority to sell tobacco, tobacco-related devices, electronic delivery devices,

or nicotine or lobelia delivery products at that location must be suspended for not less than seven days and may be revoked.”

This letter serves as official notice of your scheduled hearing before the Elk River City Council on Monday, November 17, 2025, at 6:00 p.m., at City Hall, 13065 Orono Parkway, Elk River, Minnesota. The purpose of this hearing is to impose, at a minimum a suspension of not less than 7 days and consider the potential revocation of Tobacco License TBC23-000008.

During the hearing, you will have an opportunity to present any relevant evidence and testimony to support your appeal. The City Council will carefully consider your case and render a final decision on the matter.

Please be aware that the hearing proceedings will be governed by the following guidelines:

- You may bring legal representation to the hearing.
- You may present witnesses, documents, or other evidence relevant to your case.
- The hearing will be recorded for record-keeping purposes.
- The City Council's decision will be final and binding.

If you have any questions about the hearing process, contact the Office of the City Clerk at 763.635.1003.

The penalty of \$1,000 is required by statute and shall be submitted to: <https://cityofelkriver.revtrak.net/> by November 26, 2025.

Sincerely,

Tina Allard
City Clerk

Cc Cal Portner, City Administrator
Dave Kuhnly, Police Chief

ELK RIVER POLICE DEPARTMENT

INCIDENT REPORT

ICR# 26008729	AGENCY ORI# MN0710200	JUVENILE:
INCIDENT	Reported: 06-17-2026 0740 First Assigned: 1630 First Arrived: 1630 Last Cleared: 1700 Committed Start: 06-16-2026 1630 Committed End: 06-16-2026 1700 Title: Citation How Received: In Person Short Description: Sell Tobacco To Underage Summary: Listed business failed compliance check. See report. Please note that information was obtained that as of 2-5-2026, the business name was changed to Star One, 06-29-2026, #662. Location(s) Elk River Tobacco LLC Address: 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country: US Star One Address: 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country: US Custom Attributes AXON - BWC	
	OFFICERS Officer Assigned: Birdsall, Don Badge No: 611 Primary: Yes	
	Involvement: Mentioned Name: Sherburne County Public Health Address: (Government) 13880 Business Center Dr NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Business) (763)241-2751	
	Involvement: Mentioned Name: Lees, Mark Frederick DOB: 03-31-1971 Age: 55 Sex: M Race: W Height: 0 Weight: 0 Address: (Government) 13880 Business Center Dr NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Cell) (763)458-3694	
	PRIVATE Involvement: Witness Name: DOB: Sex: Race: Height: Weight: Address: City: State: Zip: Country:	
Involvement: Arrested Name: Guyer, Ellea Anmarias DOB: 09-26-2006 Age: 19 Sex: F Race: W Height: 506 Weight: 150 Address: (Residence) 15592 78th Ct NE City: Otsego State: MN Zip: 55330 Country: US Phone: (Unknown) (612)424-5015 Eye Color: BRO Arrest Date Time: 06-16-2026 1645		
Involvement: Other Name: Husein, Noman Mohamed DOB: 09-20-1976 Ali		

NAMES	Age: 49 Sex: M Race: U Height: 506 Weight: 168 Address: (Residence) 1148 111th Ln NE City: Blaine State: MN Zip: 55434 Country: US Phone: (Home) (601)595-0523 Eye Color: BLK Hair Color: BLK
	Involvement: Mentioned Name: Al-Shehari, Nabil Ali Salman DOB: 01-01-1980 Age: 46 Sex: M Race: Height: 506 Weight: 195 Address: (Residence) 1148 111th Ln NE City: Blaine State: MN Zip: 55434 Country: US Eye Color: BRO
	Involvement: Mentioned Name: Elk River Tobacco LLC Address: (Retail) 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Business) (763)515-3163
	Involvement: Owner Name: Hizam, Faezah Abdulla DOB: 09-10-1980 Age: 45 Sex: Race: Height: 503 Weight: 202 Address: (Residence) 1148 111th Ln NE City: Blaine State: MN Zip: 55434-5508 Country: US Phone: (Home) (612)598-5196
	Involvement: Mentioned Name: Star One Address: (Business) 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country:
CITATIONS	# 71022026001742 Dtltm: 06-16-2026 Officer: Birdsall 611 Description: SALE TOBACCO MINOR Last Name: Guyer First: Ellea Middle: Anmarias DOB: 09-26-2006 Address: (Residence) 15592 78th Ct NE City: Otsego State: MN Zip: 55330 Country: US Offense(s) Offense: SALE TOBACCO MINOR (26.37.a) Sale Tobacco Minor Locations(s) Address: (Business) 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country: US Court Dtltm: -- Court Location: Sherburne County
	Offense: SALE TOBACCO MINOR (26.37.a) Sale Tobacco Minor
PROSECUTION	Type: Submitted to City Attorney Disposition: Citation Name: Guyer , Ellea Anmarias 09-26-2006

Supplemental Report

ICR: 26008729

Last Modified: 06-29-2026 0920

Title: Birdsall's Report

Created By: Don Birdsall

On 06-16-2026, I, Sergeant Don Birdsall, responded to Elk River Tobacco located at 19262 Evans St NW in the City of Elk River to assist Mark Lees, from Sherburne County Public Health, with a Tobacco compliance check. I had coordinated with Mark to complete this compliance check after receiving continued complaints about the business selling tobacco-type products to underage individuals.

The previous owner/manager of the business was **Noman Mohamed Ali Husein – DOB 19760920**. It was believed Noman sold the business recently after failing several compliance checks over the last few years. The last violation under Noman as the owner was in October of 2025.

One of the recent complaints was documented on 05-01-2026 / ICR #26006194. This anonymous complainant reported that the business sells to high school-aged kids without ID'ing them. I have received other complaints in passing from school officials at ISD 728 who were hearing from students about being able to purchase products at the business on a regular basis.

At 1630 hours, I met Mark in the parking lot, along with an underage buyer he had coordinated with;

Driver's License. Mark provided me with a copy of MN driver's license was vertical and had the red underage 21 banner under photo.

Mark sent into the business with cash and directed to purchase Copenhagen. returned and said was able to purchase, although they did not have Copenhagen. reported a younger female clerk with dark hair sold something she believed was similar to Copenhagen. I inspected the product, which was Smokey Mountain (herbal snuff). On the container, it said non-tobacco. said the clerk did not ID or ask age.

Mark provided with additional cash and directed back into the business to exchange the herbal product for a tobacco product, if possible, or simply purchase another tobacco chew product, such as Grizzly. This gave the clerk a second opportunity to ID.

returned and reported the clerk exchanged the herbal product for Grizzly, a premium tobacco product. reported the clerk did not ID or ask age. I took photographs of both products provided to by the clerk.

Mark and I entered the business and contacted the lone employee, identified as **Ellea Anmarias Guyer – DOB 20060926**. Mark explained the underage violation that had just occurred. Ellea acknowledged selling the Grizzly product without ID'ing, further suggesting she was distracted by her schoolwork as she was in the middle of taking a test on her computer. Ellea had responded from the back room when we entered.

I asked Ellea how many transactions or sales she had today. Ellea said it had been a slow day. She said she may have had only 10 sales. Ellea claimed to have ID'd all other customers throughout the day.

I asked Ellea who her current supervisor was. Ellea could not initially provide a name and indicated her supervisor was a female. Mark continued explaining his role in this compliance check. Later in the conversation, it sounded as if the female supervisor was a co-worker.

Ellea told me she has worked at the business for a year or two. I asked Ellea who the supervisor was

at the time of the last compliance check failure. Ellea appeared hesitant to answer my questions. Ellea suggested they changed owners and did not know which one the business was listed under back then. Ellea said it was possibly Norman (likely Noman) or Nabil.

I asked Ellea if Noman was still involved in the business. Ellea remained hesitant and said she knew it was listed under someone else currently. Because Ellea was hesitant, I asked whether anyone had asked her not to answer these questions, and she said no. Ellea told me Noman remained involved with the business but said it is very confusing.

Ellea identified her current supervisor as Nabil, with a phone number of **646-512-1344**. Ellea said Nabil had taken over the business several months ago after the previous compliance check failure.

I told Ellea she might receive a citation by mail and that she could contact me with any questions before we cleared.

I sat in my unmarked squad for several minutes before leaving the area. I observed two customers, likely under 21, enter the business. Each of them exited the store appearing empty-handed. I observed a third individual, also likely under the age of 21, enter and exit the business empty-handed. I spoke to this individual, a 19-year-old male, who said he normally can purchase at this business, but the clerk would not sell to him today. This was likely due to me just having exited the business.

I later ran a query in our records system of Nabil's first name and located **Nabil Ali Salman Al-Shehari – DOB 19800101**. Nabil has the same home address as Noman: 1148 111th Ln NE in Blaine, MN.

A check of online resources available to law enforcement indicated Noman and Nabil are known associates. A query of Nabil's phone number provided by Ellea came back to an individual in New York identified as **Keith Hayden – DOB 19840723**. Keith also appears to be an associate of Noman and Nabil. A query for Nabil provided the following phone number: **646-512-1385**.

While communicating further with Sherburne County Public Health, it was brought to my attention that Ellea, the clerk at Elk River Tobacco, is likely in violation as an employee of the business since she is 19 years old. Since Elk River Tobacco is considered a tobacco shop, individuals under 21 cannot enter the business at any time and are effectively barred from employment because they cannot lawfully enter the premises.

I completed citation #71022026001742, charging Ellea with Sale of Tobacco to a Minor, pursuant to Ordinance 26.37.a. The citation was mailed.

The Grizzly Tobacco was disposed of on 06-25-2026.

Sergeant Don Birdsall
Badge #3611
Elk River Police Department

Supplemental Report

ICR: 26008729

Last Modified: 06-29-2026 0907

Title: Ownership / Licensing

Created By: Don Birdsall

Following the tobacco compliance failure, I utilized online public records and confirmed Noman is the sole legal owner of the residence in Blaine, MN.

On 06-23-2026, I observed a social media post on one of the Elk River Bulletin, where a citizen was expressing disappointment towards an unnamed tobacco shop in Elk River that is selling to 14-year-old kids. The citizen also suggested our kids are well aware they can purchase tobacco at the business. I suspected this business to be Elk River Tobacco due to the documented history and the ongoing complaints.

On 06-24-2026, I responded to the residence in Blaine and made contact with an adult female and three children at the front door after ringing the 'RING' doorbell. I asked the adult female if Nabil was home. She said he was not home and may return at 5pm. The female identified Nabil as a cousin. One of the children present was a teen-aged male.

During my initial conversation at the front door, I heard a male talking through the ring door bell. The male identified himself as Noman, the homeowner and previous owner of the tobacco shop. I explained to Noman I was looking for Nabil and asked for a phone number for him. Noman suggested he would take my phone number and provide it to Nabil. Noman asked why I needed to talk to Nabil and I told him it was regarding the tobacco shop in Elk River. Noman made reference to a new owner.

I asked if Nabil was the new owner of the tobacco shop. Noman, along with everyone at the front door said Nabil was not the new owner. Noman again asked for my number telling me Nabil would call me. Noman suggested Nabil is no longer working at the tobacco shop. I asked Noman if he was still the owner and he said no. I asked Noman who the new owner was and he said it was his wife.

I asked Noman if his wife was home. The adult female at the door identified herself as Noman's wife. Noman provided me with his cell phone number and we ended our conversation; however, I believe he remained connected at the doorbell while I spoke further with his wife.

The teenager then asked what I needed from them. I identified Noman's wife as **Faezah Abdulla Hizam - DOB 19800910**. The teenager told me Faezah was his mother.

I asked Faezah when she purchased Elk River Tobacco. She seemed confused and began to communicate with her son who said the new name of the tobacco shop was Star One. Faezah now appeared to understand as her son explained Elk River Tobacco is now Star One. Faezah told me she became the new owner 6-7 months ago. While discussing this, I heard a phone ring and Faezah answered it. The teenage son suggested it was Noman and he wanted me to call him. It seemed to me Noman did not want Faezah answering my questions. Faezah and her son briefly argued for a bit while she remained on the phone with Noman. It appeared to me the son did not understand why Noman did not want Faezah to answer my questions. The son again told me Noman wants me to call him.

I then asked Faezah if she was willing to talk to me outside away from the kids. She initially said no, then said something about her husband, and then suggested she had poor English. I told her she had

done very well with her English the entire time I had been there. Faezah did tell me she works at Star One, but Noman does not. As we continued to talk, Noman called her again. Faezah then told me to call her husband. It was clear to me Noman did not want Faezah to talk to me any further. I ended the contact at the residence and cleared.

I drove down the street and parked to allow myself to call Noman without delay. Noman did not answer my call 3 different times. I left one detailed message, requesting he return my call. I never received a call back from Noman.

I returned to the City of Elk River and made contact with Jolene Richter, who is a deputy clerk for the city. I asked her if she could confirm the new owner of Elk River Tobacco, or Star One. Jolene told me the business had been renamed as Star One. Jolene confirmed Faezah was listed as the new owner as well as the license holder.

I tried to locate the social media post referenced above on the Elk River Bulletin pages, but was unable to locate it.

Since Noman's wife is listed as the new owner, it seems likely Noman remains involved with the tobacco business. The business remains selling nicotine and tobacco products to underage individuals.

This incident report will be sent to city officials for review considering licensing and ownership concerns.

Sergeant Don Birdsall
Badge #3611
Elk River Police Department

ELK RIVER POLICE DEPARTMENT

INCIDENT REPORT

ICR# 26011217	AGENCY ORI# MN0710200	JUVENILE:
INCIDENT	Reported: 07-31-2026 1728 First Assigned: 1724 First Arrived: 1725 Last Cleared: 1728 Committed Start: Committed End: Title: Info How Received: Radio Summary: Received a radio call for a miscellaneous complaint. I spoke with the anonymous complainant by phone who wanted to report the listed store continues selling to minors. Information forwarded to Investigations. End. Location(s) Elk River Tobacco LLC Address: 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country: US	
	Officer Assigned: Reak, Joseph Badge No: 625 Primary: Yes	
NAMES	Involvement: Mentioned Name: Elk River Tobacco LLC Address: (Retail) 19262 Evans St NW City: Elk River State: MN Zip: 55330 Country: US Phone: (Business) (763)515-3163	

Office of the Minnesota Secretary of State Certificate of Organization

I, Steve Simon, Secretary of State of Minnesota, do certify that: The following business entity has duly complied with the relevant provisions of Minnesota Statutes listed below, and is formed or authorized to do business in Minnesota on and after this date with all the powers, rights and privileges, and subject to the limitations, duties and restrictions, set forth in that chapter.

The business entity is now legally registered under the laws of Minnesota.

Name: STAR ONE LLC

File Number: 1605925900021

Minnesota Statutes, Chapter: 322C

This certificate has been issued on: 12/05/2025



A handwritten signature in black ink that reads "Steve Simon".

Steve Simon

Secretary of State
State of Minnesota

Office of the Minnesota Secretary of State
Minnesota Limited Liability Company/Articles of Organization
Minnesota Statutes, Chapter 322C



The individual(s) listed below who is (are each) 18 years of age or older, hereby adopt(s) the following Articles of Organization:

ARTICLE 1 - LIMITED LIABILITY COMPANY NAME:

STAR ONE LLC

ARTICLE 2 - REGISTERED OFFICE AND AGENT(S), IF ANY AT THAT OFFICE:

Name

Address:

19262 EVANS ST NW ELK RIVER MN 55330 1076 USA

ARTICLE 3 - DURATION: PERPETUAL

ARTICLE 4 - ORGANIZERS:

Name:

Address:

FAEZAH HIZAM

PO BOX 490321 BLAINE MN 55449 0321 USA

If you submit an attachment, it will be incorporated into this document. If the attachment conflicts with the information specifically set forth in this document, this document supersedes the data referenced in the attachment.

By typing my name, I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

SIGNED BY: FAEZAH HIZAM

MAILING ADDRESS: None Provided

EMAIL FOR OFFICIAL NOTICES: MALOK32@HOTMAIL.COM



Work Item 1605925900021
Original File Number 1605925900021

STATE OF MINNESOTA
OFFICE OF THE SECRETARY OF STATE
FILED
12/05/2025 11:59 PM

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

Steve Simon
Secretary of State

BUSINESS SALE AGREEMENT

Date: February 11, 2026

SELLER

Name: Noman Husein

BUYER

Name: Faezah Hizam

BUSINESS INFORMATION

Business Name: Elk River Tobacco

Business Address: 19262 Evans St, Elk River, MN 55330

SALE PRICE

The total sale price is **\$25,000**. The payment covers the **whole year**.

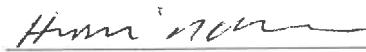
ITEMS INCLUDED IN THE SALE

1. All inventory
2. All showcases
3. Camera/security systems

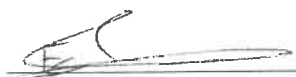
The items listed above are included in the total sale price. No other items are included unless both parties agree in writing.

Both parties confirm that they have read and agreed to the terms of this agreement.

SIGNATURES

Seller's Signature: 

Date: 02-11-26

Buyer's Signature: 

Date: 2-11-2026

License Application to Make Retail Sales of Cigarette and Other Tobacco Products

To be completed by applicant when applying for a license with a city or county.

FOR MUNICIPAL USE ONLY

Applicant's Minnesota Tax ID Number

1630330

The Minnesota Tax ID must be issued in the same legal name of the licensee below.

Cigarettes/tobacco products will be sold (a separate license is required for each location or vending machine):

☒ Over Counter ☐ Through Vending Machine ☐ Both

License Authority

ELK RIVER

License Number

NA

Period Covered

2-5-2026 to 12-31-2026

Date of Issuance

2-5-2026

Licensee's Legal Name
FAEZAH HIZAM

Federal Employer ID Number (FEIN)

384379268

Business Trade Name (doing business as)
STAR ONE LLC

Daytime Phone

612-598-5196

Complete Address of Business Location (permit location)
19262 EVANS ST NW

County

SHERBOURNE

Other Phone Number

City
ELK RIVER

State

MN

ZIP Code

55330

Fax Number

Mailing Address (if different than business address)

City

State

ZIP Code

Email Address

malok32@hotmail.com

Type of legal organization (check one):

☐ Sole proprietor

☐ Minnesota corporation: Enter date of incorporation _____

☐ Partnership

☐ Out-of-state corporation: State of incorporation _____

☒ Other (describe) **LLC**

Are you registered to do business in Minnesota?

☒ Yes

☐ No

Corporate officers or partners (attach a list if necessary)

Name

Title

Address

City

State

ZIP Code

Name

Title

Address

City

State

ZIP Code

As a licensed tobacco products or cigarette retailer, I understand that:

1. I can purchase cigarettes and tobacco from a Minnesota distributor or subjobber who holds a license with the Minnesota Department of Revenue. The Cigarette and Tobacco Distributor List is on our website. Go to www.revenue.state.mn.us and type Distributor List in the Search box.
2. I must obtain a tobacco products distributor license if I purchase untaxed tobacco products from an out-of-state company.
3. I may not sell cigarettes affixed with Minnesota Native American stamps unless my retail business is located on a reservation that has a tax agreement with the State of Minnesota.
4. I may not purchase from or exchange cigarettes or tobacco products with another retailer.
5. I must keep complete and legible cigarette and tobacco products invoices on the licensed premises, or make invoices available within one hour of request, for at least one year after the date of the purchase.
6. I know that the Minnesota Department of Revenue and/or law enforcement may conduct cigarette and tobacco inspections of the premises, including inspections of inventory, invoices and licenses, and I understand that a refusal to allow an inspection is grounds for revocation of my license.
7. I know that failure to comply with all requirements can result in criminal penalties, including the loss of cigarettes and tobacco products.

Licensee Signature

Title

Print Name

Date

Daytime Phone



owner

FAEZAH HIZAM

01/21/2026

612-598-5196

Licensing Agent's Signature

Title

Print Name

Date

Daytime Phone



Deputy Clerk

Jolene Richter

2-5-2026

763-685-1004

License applicant: Submit this form to the licensing authority along with the license application.

Licensing authority: Mail, email or fax to:

Minnesota Revenue, Mail Station 3331, St. Paul, MN 55146-3331.

Fax: 651-556-5236. Email: cigarette.tobacco@state.mn.us



Request for Action

To
City Council

Item Number
10.1

Meeting Date
August 17, 2026

Prepared By
Cal Portner, City Administrator

Item Description
Fire Chief Recruitment

Reviewed by
Cal Portner
Justin Dunford

Action Requested
Discuss and provide staff direction.

Background/Discussion

Fire Chief Mark Dickinson retired effective July 31, 2026. City staff initiated an in-house recruitment campaign, which was unsuccessful. Staff would like the Council to consider outsourcing the next recruitment to MGT or another firm for the next recruitment.

The city used MGT for the successful police chief recruitment.

Financial Impact

The fire department budget will be able to absorb the recruitment fee due to the salary vacancies for the chief, deputy chief, and fire marshal.

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
12.1

Meeting Date
August 17, 2026

Prepared By
Lori Stich, Finance Manager

Item Description
July 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 July, actual revenues (excluding property taxes and transfers-in) and expenditures should run about 58% 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:

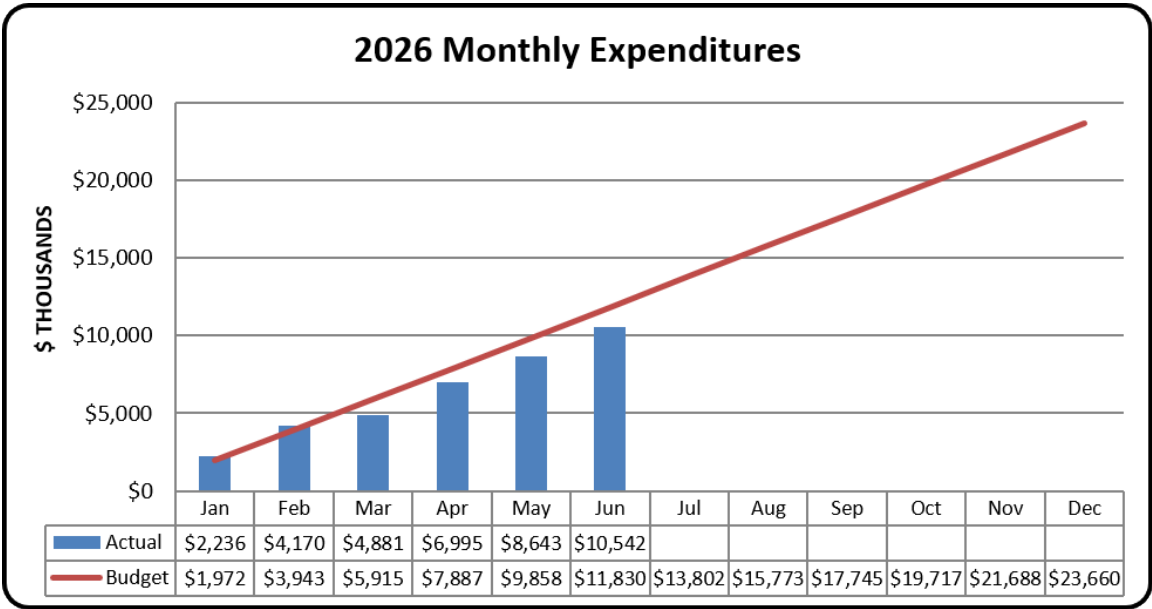
- July revenues include the remaining first half property tax settlement.
- License & permit collections are 70% of budget estimates, consisting primarily of building-related permits.
- Charges for services are about 89% of estimates, with plan check fees and recreation fees making up the majority of July collections.
- Transfers-in consist of ERMU's 5% June monthly electric revenues and the budgeted transfers to the General Fund.

Expenditures:

The Elk River Vision

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

- Total departmental expenditures are about 56% of budget. Most departments are within or below budget estimates.



FTCenter

Through the end of July, revenues of \$1,193,371 exceed expenditures of \$1,177,583 by \$15,788. The majority of July 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

1. 7 - 2026 General Fund
2. 7-2026 FTCenter
3. 7-2026 Enterprise Funds

General Fund

As of:

7/31/2026

58.00% OF YEAR COMPLETED

REVENUES**Budget****YTD Actual****% of budget****Budget Balance****Taxes**

101-3-0000-3111	Current Ad Valorem Taxes	16,864,450.00	8,592,542.36	50.95%	8,271,907.64
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	52,703.42	0.00%	(52,703.42)
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	2,365.02	0.00%	(2,365.02)
Total Taxes		17,084,450.00	8,657,234.77	50.67%	8,427,215.23

Licenses & Permits

101-3-0000-3211	Liquor License	85,000.00	90,638.70	106.63%	(5,638.70)
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	19,305.00	29.70%	45,695.00
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	10,395.00	57.75%	7,605.00
101-3-0000-3229	NPDES Permit	17,000.00	15,400.00	90.59%	1,600.00
101-3-0000-3231	Building Permit	550,000.00	357,989.22	65.09%	192,010.78
101-3-0000-3232	Plumbing/Heating Permit	180,000.00	134,902.65	74.95%	45,097.35
101-3-0000-3233	Permit Surcharge	700.00	4,269.16	609.88%	(3,569.16)
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	20,054.86	66.85%	9,945.14
Total Licenses & Permits		984,700.00	686,303.29	69.70%	298,396.71

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	54,051.23	108.10%	(4,051.23)
101-3-0000-3330	Other State Grants	0.00	29,819.32	0.00%	(29,819.32)
Total Intergovernmental Revenue		816,000.00	86,922.55	10.65%	729,077.45

Charges for Services

101-3-0000-3412	Planning & Zoning Fees	25,000.00	25,340.00	101.36%	(340.00)
101-3-0000-3413	Plan Check Fee	230,000.00	144,387.27	62.78%	85,612.73
101-3-0000-3415	Special Assessment Search	500.00	90.00	18.00%	410.00
101-3-0000-3417	Copies	1,500.00	824.18	54.95%	675.82
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	1,180.00	39.33%	1,820.00
101-3-0000-3431	Police Services	50,000.00	8,481.42	16.96%	41,518.58
101-3-0000-3432	School Liaison	200,000.00	211,338.20	105.67%	(11,338.20)
101-3-0000-3434	Animal Impound Fee	500.00	450.00	90.00%	50.00
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	16,355.83	46.73%	18,644.17
101-3-0000-3452	Engineering Services Reimb	20,000.00	30,715.44	153.58%	(10,715.44)
101-3-0000-3461	Recreation Fees	52,500.00	60,210.56	114.69%	(7,710.56)
101-3-0000-3462	Sr Center Activities	55,500.00	28,215.45	50.84%	27,284.55
101-3-0000-3463	Farmer's Market	15,000.00	30,623.00	204.15%	(15,623.00)
101-3-0000-3469	Elk RiverFest	15,000.00	15,735.00	104.90%	(735.00)

101-3-0000-3472	Park Use Fee	77,000.00	55,615.06	72.23%	21,384.94
101-3-0000-3475	Building Rent	0.00	2,867.50	0.00%	(2,867.50)
101-3-0000-3483	Sewer Inspection Fee	15,000.00	14,500.00	96.67%	500.00
101-3-0000-3484	Contractor License Check	1,200.00	870.00	72.50%	330.00
Total Charges for Services		1,281,750.00	1,136,500.56	88.67%	145,249.44
Fines & Forfeits					
101-3-0000-3510	Court Fines	170,000.00	63,729.18	37.49%	106,270.82
Total Fines & Forfeits		170,000.00	63,729.18	37.49%	106,270.82
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	7,070.45	58.92%	4,929.55
Total Other Revenue		414,000.00	53,562.15	12.94%	360,437.85
Transfers In					
101-3-0000-3926	Transfer-Capital Outlay Reserv	89,000.00	89,000.00	100.00%	0.00
101-3-0000-3942	Transfer-WWTS	187,200.00	187,200.00	100.00%	0.00
101-3-0000-3943	Transfer-Liquor	850,000.00	850,000.00	100.00%	0.00
101-3-0000-3944	Transfer-Garbage	62,400.00	62,400.00	100.00%	0.00
101-3-0000-3945	Transfer-Utilities	1,500,000.00	960,834.22	64.06%	539,165.78
101-3-0000-3946	Transfer-Stormwater	130,000.00	130,000.00	100.00%	0.00
101-3-0000-3948	Transfer-EDA	49,900.00	49,900.00	100.00%	0.00
101-3-0000-3949	Transfer-HRA	40,550.00	0.00	0.00%	40,550.00
Total Transfers In		2,909,050.00	2,329,483.29	80.08%	579,566.71
TOTAL GENERAL FUND REVENUES		23,659,950.00	13,013,735.79	55.00%	10,646,214.21

General Fund

As of:

7/31/2026

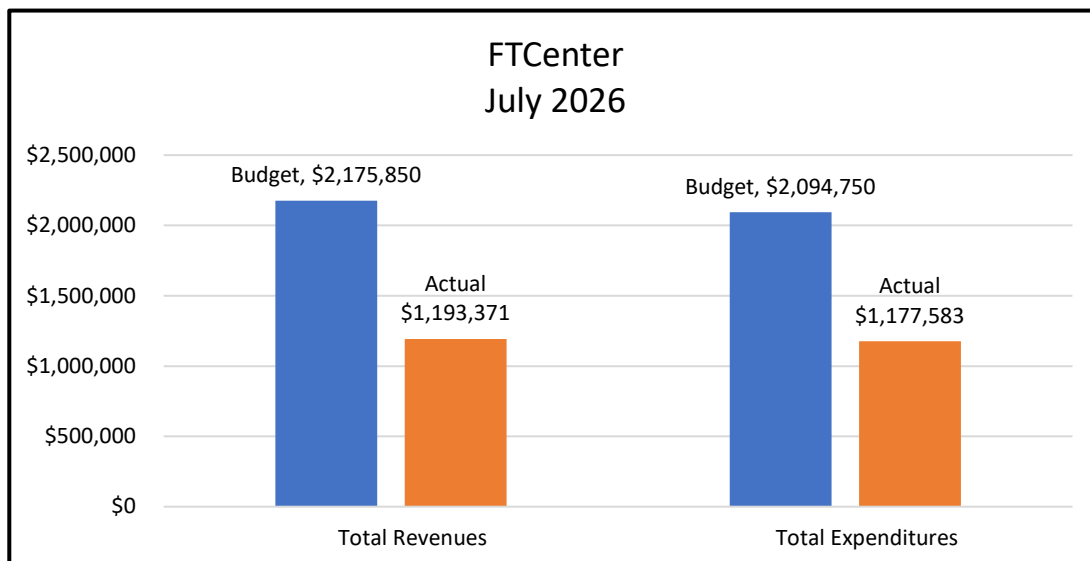
58.00% OF YEAR COMPLETED

EXPENDITURE SUMMARY

	<u>Budget</u>	<u>YTD Actual</u>	<u>% of budget</u>	<u>Budget Balance</u>
<u>General Government</u>				
City Council	243,150.00	124,964.29	51.39%	118,185.71
Communications	554,850.00	329,950.25	59.47%	224,899.75
Administrative Services	722,950.00	388,979.58	53.80%	333,970.42
Human Resources	471,650.00	273,892.28	58.07%	197,757.72
Elections	53,550.00	6,648.52	12.42%	46,901.48
Finance	1,040,450.00	580,803.63	55.82%	459,646.37
Information Technology	846,850.00	455,005.28	53.73%	391,844.72
Legal	340,000.00	183,481.31	53.97%	156,518.69
Community Development / Planning	516,950.00	307,956.97	59.57%	208,993.03
Building Maintenance	1,165,950.00	628,506.06	53.91%	537,443.94
Total General Government	5,956,350.00	3,280,188.17	55.07%	2,676,161.83
<u>Public Safety</u>				
Police Administration	1,419,850.00	885,108.03	62.34%	534,741.97
Patrol	4,299,800.00	2,405,182.94	55.94%	1,894,617.06
Investigations	1,633,050.00	953,008.20	58.36%	680,041.80
Police Support Services	1,038,050.00	602,687.59	58.06%	435,362.41
Police Reserves	15,250.00	3,485.38	22.85%	11,764.62
Public Safety Building	229,300.00	93,800.22	40.91%	135,499.78
Fire Administration	1,533,000.00	662,435.53	43.21%	870,564.47
Fire Operations	646,300.00	480,869.29	74.40%	165,430.71
Emergency Management	34,250.00	26,512.82	77.41%	7,737.18
Building Safety	614,200.00	331,504.47	53.97%	280,445.53
Code Enforcement	142,150.00	78,075.91	54.93%	64,074.09
Environmental	77,050.00	40,970.25	53.17%	36,079.75
Total Public Safety	11,682,250.00	6,563,640.63	56.18%	5,116,359.37
<u>Public Works</u>				
Street Maintenance	1,885,900.00	1,034,270.60	54.84%	851,629.40
Snow Removal	398,200.00	275,420.41	69.17%	122,779.59
Equipment Services	465,400.00	255,862.91	54.98%	209,537.09
Engineering	411,300.00	226,755.12	55.13%	184,544.88
Total Public Works	3,160,800.00	1,792,309.04	56.70%	1,368,490.96
<u>Culture & Recreation</u>				
Parks Department	1,779,650.00	897,230.97	50.42%	882,419.03
Parks & Rec Admin	586,900.00	343,179.93	58.47%	243,720.07
Recreation Programs	147,750.00	118,126.02	79.95%	29,623.98
Farmers Market	73,800.00	39,670.97	53.75%	34,129.03
Sr Citizen Programs	272,450.00	154,421.75	56.68%	118,028.25
Total Culture & Recreation	2,860,550.00	1,552,629.64	54.28%	1,307,920.36
<u>Economic Development</u>				
Economic Development	0.00	37,029.22	0.00%	(37,029.22)
Energy City	0.00	0.00	0.00%	0.00
Total Economic Development	0.00	37,029.22	0.00%	(37,029.22)
TOTAL GENERAL FUND EXPENDITURES	23,659,950.00	13,225,796.70	55.90%	10,431,903.30
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(212,060.91)		214,310.91

**CITY OF ELK RIVER
FTCENTER - BUDGET TO ACTUAL
MONTH ENDED JULY 31, 2026**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$990,000	\$466,414	47.11%
Admissions	10,000	7,556	75.56%
Dry Floor Events/Craft Shows	0	0	0.00%
Facility Rental	313,300	242,463	77.39%
Advertising/Naming Rights/Sponsorships	212,500	91,440	43.03%
Recreation fees (Skating/Hockey)	160,000	103,676	64.80%
Concessions/catering/vending	470,000	266,020	56.60%
Other Revenues (interest, etc.)	20,050	15,802	78.81%
Total Revenues	\$2,175,850	\$1,193,371	54.85%
Operating expenses:			
Personal services	\$1,006,450	\$584,503	58.08%
Supplies	273,900	143,153	52.26%
Other services & charges	661,250	377,048	57.02%
Capital Outlay	153,150	65,179	42.56%
Transfers Out	0	7,700	0.00%
Total Expenditures	\$2,094,750	\$1,177,583	56.22%
Revenues over/(under) expenditures	\$81,100	\$15,788	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED JULY 31, 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	\$ 5,052,354	57.12%									
Cost of sales	(6,344,000)	(3,305,385)	52.10%									
Gross profit	2,501,000	1,746,969	69.85%									
Operating revenues:												
User charges	-	-	-	\$ 2,868,500	\$ 1,512,985	52.74%	\$ 2,132,000	\$ 1,051,238	49.31%	\$ 680,500	\$ 352,576	51.81%
Delinquency collections	-	-	-	-	2,124	-	-	1,698	-	-	103	-
Other	5,400	2,705	50.10%	200,000	474,811	237.41%	-	-	-	-	-	-
Total operating revenues	5,400	2,705	50.10%	3,068,500	1,989,920	64.85%	2,132,000	1,052,936	49.39%	680,500	352,679	51.83%
Operating expenses:												
Personal services	1,395,350	726,166	52.04%	928,650	512,896	55.23%	29,400	16,320	55.51%	-	-	-
Supplies	40,000	10,402	26.01%	329,000	139,955	42.54%	2,000	-	0.00%	1,000	-	0.00%
Other service charges	708,100	485,663	68.59%	992,750	673,238	67.82%	1,923,400	951,590	49.47%	67,100	8,328	12.41%
Depreciation *	60,000	-	0.00%	1,710,000	-	0.00%	-	-	-	500,000	-	0.00%
Total operating expenses	2,203,450	1,222,232	55.47%	3,960,400	1,326,089	33.48%	1,954,800	967,911	49.51%	568,100	8,328	1.47%
Operating income (loss)	302,950	527,443	174.10%	(891,900)	663,831	-74.43%	177,200	85,026	47.98%	112,400	344,351	306.36%
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)	(72,135)	99.91%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	75,000	-	0.00%	57,800	(72,135)	-124.80%	15,000	-	0.00%	35,000	-	0.00%
Income (loss) before contributions & transfers	377,950	527,443	139.55%	(834,100)	591,696	-70.94%	192,200	85,026	44.24%	147,400	344,351	233.62%
Contributions - connection fees	-	-	-	1,000,000	732,973	73.30%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	11,870	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,100,000)	(1,100,000)	100.00%	(187,200)	(191,300)	102.19%	(62,400)	(62,400)	100.00%	(130,000)	(130,000)	100.00%
NET INCOME (LOSS)	(722,050)	(572,557)	79.30%	(21,300)	1,145,239	-5376.71%	129,800	22,626	17.43%	17,400	214,351	1231.91%
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)	(1,383,584)		(738,500)	340,523		129,800	22,626		(82,600)	214,351	

* Recorded at year-end