



City Council

Regular Meeting & Work Session Agenda

Monday, August 19, 2024
6:00 PM or immediately following
the EDA meeting
(whichever is later)
Elk River City Hall

- Regular meeting in Council Chambers
 - Work Session meeting in Upper Town Conference Room immediately following regular meeting
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1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 Check Register

4.2 Lexipol Services Contract

4.3 Hire Community Event Center Manager

4.4 Pay Estimates

4.5 FT Center 2025 Ice, Turf, and Room Rates

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

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 Ordinance 24-18 Regulating Yard Waste Disposal at the Compost Facility

7.2 Conditional Use Permit: Religious Institution, 555 Railroad Drive - Harvest Intercontinental Church

7.3 Conditional Use Permit: Truck Terminal with Outdoor Storage, 16234 Jarvis St. NW - The Original Collins Brothers Auto, Truck & Towing

7.4 Preliminary Plat and Ordinance 24-19 Amendment: Bradford Park South Development, PID 75-00136-1300 - Lennar Homes

7.5 Resolution 24-48 for Easement Vacation: 22345 Monroe St NW - Shari Rickers

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 Resolution 24-49 Amending Development Assistance Agreement and Approving Subordination Agreements - Heritage Millwork Project

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

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

10.1 Concept Review: The Specht Family Farm Housing Development - Capstone Homes

11. MOTION TO ADJOURN

12. INFORMATION

12.1 Financial Report - July

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 19, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the check register for the period ending August 19, 2024.

Background/Discussion

Shown below is a listing of the disbursements for the various funds for the period ending August 19, 2024. The details of these disbursements are attached to this request for action.

General	\$ 208,231.04
Special Revenue, Debt Service & Capital Projects	683,254.34
Enterprise	453,037.11
Escrows	32,000.00
Total for All Funds	\$ 1,376,522.49

Financial Impact

N/A

Mission/Policy/Goal

N/A

Attachments

1. 4.2 at1 Check Register
2. 4.2 at2 Check Register-Cr Card

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VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SARA RUTTEN	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>95.00</u>
			TOTAL:	95.00
NATHE VENTURES INC	SUPPLIES	GENERAL FUND	Street Maintenance	26.98
	SUPPLIES	LIBRARY	Library	184.40
	SUPPLIES	LIBRARY	Library	<u>87.69</u>
			TOTAL:	299.07
A T & T MOBILITY	WIRELESS SVCS	GENERAL FUND	City Council	37.98
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Administrative Service	38.23
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Information Technology	149.28
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Building Maintenance	127.67
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Police Administration	2,836.87
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Fire Administration	631.39
	FIRSTNET WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	<u>44.72</u>
			TOTAL:	3,912.08
ACTION SPORTS OF MN INC	SKATECAMP 7/29-31	GENERAL FUND	Recreation Programs	<u>225.00</u>
			TOTAL:	225.00
ADVANCE AUTO PARTS	PARTS	GENERAL FUND	Patrol	8.99
	SUPPLIES	GENERAL FUND	Equipment Services	<u>8.99</u>
			TOTAL:	17.98
PAID ELECTRIC CORPORATION	ELECTRICAL SVCS	GENERAL FUND	Public safety building	<u>442.02</u>
			TOTAL:	442.02
AIRGAS USA LLC	OXYGEN	GENERAL FUND	Patrol	<u>55.95</u>
			TOTAL:	55.95
ALERT-ALL CORPORATION	SUPPLIES	GENERAL FUND	Emergency Management	<u>400.00</u>
			TOTAL:	400.00
AMAZON CAPITAL SERVICES	SUPPLIES CREDIT	GENERAL FUND	Administrative Service	13.13-
	SUPPLIES	GENERAL FUND	Administrative Service	13.42
	SUPPLIES	GENERAL FUND	Human Resources	15.99
	SUPPLIES	GENERAL FUND	Information Technology	24.49
	SUPPLIES	GENERAL FUND	Information Technology	40.21
	SUPPLIES	GENERAL FUND	Information Technology	33.96
	SUPPLIES	GENERAL FUND	Fire Operations	68.44
	SUPPLIES	GENERAL FUND	Parks Dept	271.62
	SUPPLIES	GENERAL FUND	Recreation Programs	37.98
	SUPPLIES	GENERAL FUND	Recreation Programs	92.83
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	40.33
	SUPPLIES	GENERAL FUND	Energy City	38.59
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	69.96
	RESALE - NECK GUARD COLLAR	MULTIPURPOSE FACIL	Multipurpose Facility	41.97
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	354.42
	SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	223.39
	SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	1,197.18
	SUPPLIES	LANDFILL	General	629.75
	SUPPLIES	INSURANCE RESERVE	Health & Safety	250.39
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	198.93
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	30.69

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	126.00
	SUPPLIES	WASTEWATER TREATME	Lift Stations	382.38
	SUPPLIES	LIQUOR	Westbound-Operations	57.99
	SUPPLIES	GARBAGE	Organics	90.09
	SUPPLIES	GARBAGE	Organics	91.13
	SUPPLIES-CREDIT	GARBAGE	Organics	70.94-
	SUPPLIES	GARBAGE	Organics	70.94
	SUPPLIES	GARBAGE	Organics	<u>88.11</u>
			TOTAL:	4,497.11
ANDY'S ELECTRIC INC	ELECTRICAL SVCS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>975.00</u>
			TOTAL:	975.00
ANOKA ARENA	FALL BREAKAWAY 2024	MULTIPURPOSE FACIL	Hockey	<u>900.00</u>
			TOTAL:	900.00
ARTISAN BEER COMPANY	BEER	LIQUOR	Northbound-Cost of Sal	104.60
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	97.00
	BEER	LIQUOR	Northbound-Cost of Sal	290.75
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	161.45
	BEER	LIQUOR	Westbound-Cost of Sale	129.30
	BEER	LIQUOR	Westbound-Cost of Sale	55.40
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	<u>184.80</u>
			TOTAL:	1,023.30
ARVIG	PHONE SVCS-WW	WASTEWATER TREATME	WWTS Administration	<u>100.44</u>
			TOTAL:	100.44
ASPEN MILLS	UNIFORMS-HENNES	GENERAL FUND	Fire Administration	<u>117.60</u>
			TOTAL:	117.60
SUZANNE OLSON	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>70.00</u>
			TOTAL:	70.00
BARRINGTON OAKS VET HOSP	VETERINARY SVCS	GENERAL FUND	Police Support Service	<u>784.73</u>
			TOTAL:	784.73
BEAUDRY OIL CO	DIESEL FUEL	GENERAL FUND	Street Maintenance	18,248.67
	UNLEADED FUEL	GENERAL FUND	Street Maintenance	<u>14,461.63</u>
			TOTAL:	32,710.30
BECKER ARENA PRODUCTS INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	808.50
	GLASS REPLACEMENT	MULTIPURPOSE FACIL	Multipurpose Facility	<u>18,586.50</u>
			TOTAL:	19,395.00
ELK RIVER GREENHOUSE LLC	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>406.00</u>
			TOTAL:	406.00
BEE SWEET HONEY	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>434.00</u>
			TOTAL:	434.00
BELLBOY CORPORATION	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	837.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	13.50
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	422.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>13.50</u>
			TOTAL:	1,286.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BERNICK'S	POP/MISC	LIQUOR	Northbound-Cost of Sal	83.15
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	253.00
	BEER	LIQUOR	Northbound-Cost of Sal	2,031.85
	POP/MISC	LIQUOR	Northbound-Cost of Sal	134.00
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	421.00
	BEER	LIQUOR	Northbound-Cost of Sal	5,132.00
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	409.80-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	170.06
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	98.00
	BEER	LIQUOR	Westbound-Cost of Sale	701.80
	POP/MISC	LIQUOR	Westbound-Cost of Sale	104.48
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	81.00
	BEER	LIQUOR	Westbound-Cost of Sale	4,984.50
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>32.00-</u>
			TOTAL:	13,753.04
BERRY COFFEE COMPANY	SUPPLIES	GENERAL FUND	Street Maintenance	<u>60.51</u>
			TOTAL:	60.51
BLACKHAWK PEST CONTROL, LLC	PEST CONTROL-CITY HALL	GENERAL FUND	Building Maintenance	125.00
	PEST CONTROL-FS 3	GENERAL FUND	Fire Administration	<u>52.50</u>
			TOTAL:	177.50
MARGARET E GAVIAN	THERAPY, COUNSELING, TRAIN	GENERAL FUND	Fire Administration	<u>10,000.00</u>
			TOTAL:	10,000.00
ADAM SMIGLEWSKI	BREAKAWAY HOCKEY LEAGUE RE MULTIPURPOSE FACIL	Hockey		<u>2,420.00</u>
			TOTAL:	2,420.00
BOLTON & MENK, INC	2024 DOWNTOWN AREA PLAN	DEVELOPMENT FUND	Economic Development	<u>2,619.50</u>
			TOTAL:	2,619.50
BREAKTHRU BEVERAGE MINNESOTA	LIQUOR	LIQUOR	Northbound-Cost of Sal	3,825.25
	POP/MISC	LIQUOR	Northbound-Cost of Sal	154.07
	WINE	LIQUOR	Northbound-Cost of Sal	224.00
	BEER	LIQUOR	Northbound-Cost of Sal	50.80
	LIQUOR	LIQUOR	Northbound-Cost of Sal	12,203.91
	WINE	LIQUOR	Northbound-Cost of Sal	272.00
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	111.50-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,153.47
	POP/MISC	LIQUOR	Westbound-Cost of Sale	66.05
	POP/MISC	LIQUOR	Westbound-Cost of Sale	56.00
	WINE	LIQUOR	Westbound-Cost of Sale	312.00
	LIQUOR	LIQUOR	Westbound-Cost of Sale	7,336.10
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	<u>52.71-</u>
			TOTAL:	25,489.44
WILLIAM MERRITT BUSSIÈRE	FARMERS MARKET ENT 08/22/2	GENERAL FUND	Farmers Market	<u>175.00</u>
			TOTAL:	175.00
C & L DISTRIBUTING CO	LIQUOR	LIQUOR	Northbound-Cost of Sal	60.00
	BEER	LIQUOR	Northbound-Cost of Sal	1,681.15
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	362.60
	BEER/POP/MISC	LIQUOR	Northbound-Cost of Sal	158.20
	BEER/POP/MISC	LIQUOR	Northbound-Cost of Sal	206.80
	BEER	LIQUOR	Northbound-Cost of Sal	26,348.25

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR	LIQUOR	Northbound-Cost of Sal	89.16
	BEER	LIQUOR	Northbound-Cost of Sal	162.20
	BEER/WINE	LIQUOR	Northbound-Cost of Sal	2,046.25
	BEER/WINE	LIQUOR	Northbound-Cost of Sal	190.20
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,921.75
	BEER	LIQUOR	Northbound-Cost of Sal	6,194.30
	BEER	LIQUOR	Northbound-Cost of Sal	3,847.00
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	165.20-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	<u>8.48-</u>
			TOTAL:	43,094.18
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	222.10-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	23.80-
	THC PRODUCTS CREDIT	LIQUOR	Westbound-Cost of Sale	3.75-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	39.20-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	26.70-
	BEER	LIQUOR	Westbound-Cost of Sale	3,994.50
	BEER	LIQUOR	Westbound-Cost of Sale	4,876.60
	LIQUOR/POP/MISC	LIQUOR	Westbound-Cost of Sale	44.00
	LIQUOR/POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>180.00</u>
			TOTAL:	8,779.55
JOLENE SINGH	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>365.00</u>
			TOTAL:	365.00
CASH	REPLENISH PETTY CASH-SR CT	GENERAL FUND	Sr Citizen Programs	73.98
	REPLENISH PETTY CASH-SR CT	GENERAL FUND	Sr Citizen Programs	<u>4.84</u>
			TOTAL:	78.82
CENTERPOINT ENERGY	NATURAL GAS	GENERAL FUND	Building Maintenance	1,172.89
	NATURAL GAS	GENERAL FUND	Public safety building	246.03
	NATURAL GAS	GENERAL FUND	Fire Administration	265.54
	NATURAL GAS	GENERAL FUND	Fire Administration	158.86
	NATURAL GAS	GENERAL FUND	Street Maintenance	261.04
	NATURAL GAS	LIBRARY	Library	22.77
	NATURAL GAS	MULTIPURPOSE FACIL	Multipurpose Facility	5,505.15
	NATURAL GAS	WASTEWATER TREATME	WWTS Plant	124.10
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	30.20
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	124.10
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	21.10
	NATURAL GAS	LIQUOR	Northbound-Operations	138.54
	NATURAL GAS	LIQUOR	Westbound-Operations	<u>49.24</u>
			TOTAL:	8,119.56
CHARTER COMMUNICATIONS	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Information Technology	436.98
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Building Maintenance	68.98
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Building Maintenance	44.23
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Building Maintenance	91.98
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Police Administration	58.86
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Police Administration	91.98
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Public safety building	137.96
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Public safety building	91.98
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Fire Administration	36.18
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Fire Administration	769.90
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Emergency Management	42.07
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Street Maintenance	157.28

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Street Maintenance	79.98-
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Street Maintenance	31.07
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Street Maintenance	31.07-
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Parks Dept	68.98
	PHONE LINES, FIRE ALM, TV	GENERAL FUND	Parks Dept	68.98
	PHONE LINES, FIRE ALM, TV	MULTIPURPOSE FACIL	Multipurpose Facility	614.17
	PHONE LINES, FIRE ALM, TV	MULTIPURPOSE FACIL	Multipurpose Facility	71.73-
	PHONE LINES, FIRE ALM, TV	LIQUOR	Northbound-Operations	<u>137.99</u>
			TOTAL:	2,766.79
CHEERS2YOU	POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>207.42</u>
			TOTAL:	207.42
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	123.20
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	134.23
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	42.60
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	42.60
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Westbound-Operations	51.64
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Westbound-Operations	<u>28.38</u>
			TOTAL:	422.65
CITY OF MONTICELLO	ANIMAL CONTROL CHARGES	GENERAL FUND	Police Support Service	<u>106.00</u>
			TOTAL:	106.00
COBORN'S INC	SALES TAX CREDIT	GENERAL FUND	City Council	16.54-
	SUPPLIES - PARADE CANDY	GENERAL FUND	City Council	<u>226.54</u>
			TOTAL:	210.00
MOLLY DROSSEL	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>45.00</u>
			TOTAL:	45.00
CONNECTWISE LLC	SIEM SUBSCRIPTION-JUL	GENERAL FUND	Information Technology	3,897.56
	SIEM APPLIANCE MAINT-JUL	GENERAL FUND	Information Technology	59.18
	SIEM SUBSCRIPTION-AUG	GENERAL FUND	Information Technology	3,897.56
	SIEM APPLIANCE MAINT-AUG	GENERAL FUND	Information Technology	<u>59.18</u>
			TOTAL:	7,913.48
CORNERSTONE AUTO	ALIGNMENT #613	GENERAL FUND	Patrol	<u>139.95</u>
			TOTAL:	139.95
CROW RIVER FARM EQUIPMENT CO	SUPPLIES	GENERAL FUND	Street Maintenance	<u>315.22</u>
			TOTAL:	315.22
CUB FOODS	SUPPLIES	GENERAL FUND	Human Resources	<u>137.90</u>
			TOTAL:	137.90
CULLIGAN	DEIONIZATION RENTAL SVC-LA	WASTEWATER TREATME	WWTS Plant	40.15
	DEIONIZATION RENTAL SVC-WA	WASTEWATER TREATME	WWTS Plant	<u>20.50</u>
			TOTAL:	60.65
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Building Maintenance	53.46
	SUPPLIES	GENERAL FUND	Public safety building	624.71
	SUPPLIES	GENERAL FUND	Street Maintenance	64.46
	SUPPLIES	GENERAL FUND	Parks Dept	<u>35.60</u>
			TOTAL:	778.23

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DAHLHEIMER BEVERAGE, LLC	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	52.80-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	39.90-
	BEER	LIQUOR	Northbound-Cost of Sal	9,678.52
	BEER	LIQUOR	Northbound-Cost of Sal	616.35
	BEER	LIQUOR	Northbound-Cost of Sal	8,762.52
	BEER	LIQUOR	Northbound-Cost of Sal	5,879.30
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	84.00
	BEER	LIQUOR	Northbound-Cost of Sal	14,346.05
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	105.20-
	BEER	LIQUOR	Northbound-Cost of Sal	<u>7,580.30</u>
			TOTAL:	46,749.14
DAHLHEIMER BEVERAGE, LLC	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	825.00
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	27.20
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	204.00
	LIQUOR	LIQUOR	Westbound-Cost of Sale	247.33
	BEER	LIQUOR	Westbound-Cost of Sale	12,735.52
	BEER	LIQUOR	Westbound-Cost of Sale	25.00
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	94.50-
	THC PRODUCTS CREDIT	LIQUOR	Westbound-Cost of Sale	737.00-
	BEER	LIQUOR	Westbound-Cost of Sale	5,643.90
	LIQUOR	LIQUOR	Westbound-Cost of Sale	52.60
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	226.30
	BEER/POP/MISC	LIQUOR	Westbound-Cost of Sale	88.95
	BEER	LIQUOR	Westbound-Cost of Sale	3,570.50
	LIQUOR	LIQUOR	Westbound-Cost of Sale	263.00
	BEER	LIQUOR	Westbound-Cost of Sale	117.60
	BEER	LIQUOR	Westbound-Cost of Sale	9,052.02
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	120.55-
	BEER	LIQUOR	Westbound-Cost of Sale	4,609.60
	BEER	LIQUOR	Westbound-Cost of Sale	<u>3,268.75</u>
			TOTAL:	40,005.22
DAVID WISNIESKI OFFICIALS	SOFTBALL UMPIRES-PLAYOFFS	GENERAL FUND	Recreation Programs	<u>1,204.00</u>
			TOTAL:	1,204.00
DELL MARKETING, L P	COMPUTER	TECHNOLOGY REPLACE	Information Technology	2,319.78
	SUPPLIES	TECHNOLOGY REPLACE	Information Technology	2,588.68
	SUPPLIES	TECHNOLOGY REPLACE	Information Technology	4,817.88
	SUPPLIES	TECHNOLOGY REPLACE	Information Technology	<u>7,688.12</u>
			TOTAL:	17,414.46
JORDAN DEMARS	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>207.00</u>
			TOTAL:	207.00
JACQUELINE DIEN KEVITT	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>45.00</u>
			TOTAL:	45.00
KEVIN DOELY	VENTRILOQUIST PROGRAM 8/29	GENERAL FUND	Sr Citizen Programs	<u>210.00</u>
			TOTAL:	210.00
MMN DRIVER & VEHICLE SERVICES	TAB RENEWAL #GG139040	GENERAL FUND	Police Administration	<u>15.25</u>
			TOTAL:	15.25
E C M PUBLISHERS INC	2023 TIF DISCLOSURE	GENERAL FUND	Finance	215.00
	BUSINESS CARDS - B MAGNUSO	GENERAL FUND	Police Administration	74.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	NOTICE OF PH, COMPOST ORD	GENERAL FUND	Engineering	77.40
	BUSINESS CARDS-SANDHOEFNER	GENERAL FUND	Engineering	<u>37.00</u>
			TOTAL:	403.40
JASON SMALL	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>310.00</u>
			TOTAL:	310.00
EHRLERS & ASSOCIATES	TIF REPORTING	TIF #22 DOWNTOWN R General		1,151.92
	TIF ADMINISTRATION	TIF #22 DOWNTOWN R General		332.50
	TIF REPORTING	TIF #23 PREF POWDE General		2,223.00
	TIF REPORTING	TIF 24 BEAUDRY TRU TIF 24 BEAUDRY TRUCK S		1,151.92
	TIF REPORTING	TIF 25 JACKSON HIL TIF 25 JACKSON HILLS		1,151.91
	TIF ADMINISTRATION	TIF 25 JACKSON HIL TIF 25 JACKSON HILLS		332.50
	TIF ADMINISTRATION	TIF #26 SHOOT STEE TIF 26 SHOOT STEEL		<u>332.50</u>
			TOTAL:	6,676.25
ELK RIVER FIRE RELIEF ASSOC	2024 VOLUNTARY CONTRIBUTIO	GENERAL FUND	Fire Administration	<u>30,000.00</u>
			TOTAL:	30,000.00
ELK RIVER MUNICIPAL UTILITIES	ASSESSMENT PAY 75-00413-10	GENERAL FUND	General Fund	7,028.40
	WATER/ELECTRIC	GENERAL FUND	Public safety building	64.30
	WATER/ELECTRIC	GENERAL FUND	Fire Administration	1,660.89
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	171.72
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	138.61
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	602.45
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	7,426.58
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	32.74
	BILLING SVCS - JUL	WASTEWATER TREATME	WWTS Administration	587.10
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	667.33
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	1,508.01
	WATER/ELECTRIC	LIQUOR	Northbound-Operations	2,988.91
	BILLING SVCS - JUL	GARBAGE	Garbage	1,696.35
	BILLING SVCS - JUL	STORM WATER	Storm Water	<u>861.42</u>
			TOTAL:	25,434.81
ELK RIVER PRINTING & VENTURE	SUPPLIES	GENERAL FUND	Police Support Service	<u>621.10</u>
			TOTAL:	621.10
ELK RIVER WINLECTRIC	SUPPLIES	GENERAL FUND	Public safety building	<u>35.96</u>
			TOTAL:	35.96
NOTHING BUT HEMP	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	174.00
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	<u>294.00</u>
			TOTAL:	468.00
EMERGENCY SERVICES	SUBSCRIPTION	GENERAL FUND	Fire Operations	<u>735.00</u>
			TOTAL:	735.00
FACTORY MOTOR PARTS CO	PARTS	GENERAL FUND	Equipment Services	<u>27.09</u>
			TOTAL:	27.09
FASTENAL COMPANY	SUPPLIES	GENERAL FUND	Building Maintenance	175.80
	SUPPLIES	GENERAL FUND	Public safety building	175.80
	SUPPLIES	GENERAL FUND	Fire Administration	175.80
	SUPPLIES	GENERAL FUND	Fire Operations	666.41
	SUPPLIES	GENERAL FUND	Fire Operations	353.53

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	GENERAL FUND	Fire Operations	353.53
	SUPPLIES	GENERAL FUND	Street Maintenance	30.52
	SUPPLIES	GENERAL FUND	Parks Dept	<u>175.81</u>
			TOTAL:	2,107.20
KIRI A FAUL	EMPLOYMENT EVALUATION	GENERAL FUND	Police Administration	<u>665.00</u>
			TOTAL:	665.00
DANIELLE FAULHABER	TRANSCRIPTION SVCS	GENERAL FUND	Police Support Service	<u>619.04</u>
			TOTAL:	619.04
FERRIS FAMILY FARM LLC	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>274.00</u>
			TOTAL:	274.00
FIRESELED FITNESS AND TRAINING	TRAINING EQUIPMENT	CAPITAL OUTLAY RES	Emergency Management	<u>13,999.00</u>
			TOTAL:	13,999.00
FLEETPRIDE	SUPPLIES	GENERAL FUND	Street Maintenance	499.00
	SUPPLIES	GENERAL FUND	Equipment Services	26.84
	PARTS	GENERAL FUND	Parks Dept	<u>36.29</u>
			TOTAL:	562.13
TWIN CITY GARAGE DOOR-GARAGE DR STORE	REPAIR LIFT	GENERAL FUND	Street Maintenance	<u>205.00</u>
			TOTAL:	205.00
ATT LLC	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	91.25
	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	31.10
	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	127.90
	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	53.00
	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	113.50
	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	94.35
	UNIFORMS-LIQUOR NB	LIQUOR	Northbound-Operations	<u>135.30</u>
			TOTAL:	646.40
GEARED UP APPAREL	UNIFORMS-LIQUOR WB	LIQUOR	Westbound-Operations	110.30
	UNIFORMS-LIQUOR WB	LIQUOR	Westbound-Operations	40.10
	UNIFORMS-LIQUOR WB	LIQUOR	Westbound-Operations	<u>9.10</u>
			TOTAL:	159.50
GERTENS	SUPPLIES	GENERAL FUND	Parks Dept	163.45
	SUPPLIES	LIBRARY	Library	<u>16.00</u>
			TOTAL:	179.45
GESTALT ENGINEERING LLC	LANDFILL ASSIST - JUL	LANDFILL	General	<u>210.00</u>
			TOTAL:	210.00
GOPHER STATE ONE-CALL INC	LOCATION CALLS	WASTEWATER TREATME	WWTS Plant	<u>388.80</u>
			TOTAL:	388.80
GRAINGER	SUPPLIES	GENERAL FUND	Building Maintenance	126.89
	SUPPLIES	GENERAL FUND	Public safety building	145.62
	SUPPLIES	GENERAL FUND	Public safety building	90.46
	SUPPLIES	GENERAL FUND	Public safety building	242.70
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	179.88
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	27.42
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	351.09

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	MULTIPURPOSE FACIL	Arena concessions	<u>11.17</u>
			TOTAL:	1,175.23
GRANITE CITY JOBBING CO	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	800.37
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/THC/SPLS/FREIGHT	LIQUOR	Northbound-Cost of Sal	877.12
	POP/MISC/THC/SPLS/FREIGHT	LIQUOR	Northbound-Cost of Sal	84.00
	POP/MISC/THC/SPLS/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Northbound-Operations	85.60
	POP/MISC/THC/SPLS/FREIGHT	LIQUOR	Northbound-Operations	31.06
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Westbound-Cost of Sale	469.41
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Westbound-Cost of Sale	120.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,100.61
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Westbound-Operations	54.54
	POP/MISC/SUPPLIES/FREIGHT	LIQUOR	Westbound-Operations	<u>19.84</u>
			TOTAL:	3,662.55
GRANITE CITY ROOFING INC	PUBLIC SAFETY REROOF - FIN GOVT BUILDINGS		Public Safety Building	<u>30,689.90</u>
			TOTAL:	30,689.90
DARAMOON OR MARY SENG	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>339.00</u>
			TOTAL:	339.00
NOELLE GUNDERSON	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>35.00</u>
			TOTAL:	35.00
HEATHER JENSON	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>20.00</u>
			TOTAL:	20.00
HAYDEN HAE	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>325.00</u>
			TOTAL:	325.00
HARD HEAD VETERANS LLC	BALLISTIC HELMETS	CAPITAL OUTLAY RES	Emergency Management	<u>11,495.00</u>
			TOTAL:	11,495.00
LACEY HARMS	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>161.00</u>
			TOTAL:	161.00
HAWKINS & BAUMGARTNER, P.A.	JUL PROSECUTION SVCS	GENERAL FUND	Legal	<u>17,400.68</u>
			TOTAL:	17,400.68
HAWKINS, INC.	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>1,993.60</u>
			TOTAL:	1,993.60
HEARTLAND BUSINESS SYSTEMS, LLC	FLEX SERVICES	GENERAL FUND	Information Technology	<u>2,500.00</u>
			TOTAL:	2,500.00
SAMANTHA HEDIN	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>80.00</u>
			TOTAL:	80.00
HUMERATECH	ERV 3 REPAIRS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>367.00</u>
			TOTAL:	367.00
INTERNATIONAL CODE COUNCIL	MEMBERSHIP #189040	GENERAL FUND	Building Safety	160.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	160.00
INK WIZARDS	UNIFORMS-J BAAS	GENERAL FUND	Parks Dept	96.00
			TOTAL:	96.00
INSIGHT PUBLIC SECTOR	SUPPLIES	LIQUOR	Northbound-Operations	398.40
	SUPPLIES	LIQUOR	Westbound-Operations	398.40
			TOTAL:	796.80
JOHNSON BROS LIQUOR	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,714.90
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	25.80
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,268.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	40.13
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	48.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,504.55
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	29.24
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,297.50
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	41.29
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,716.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	51.60
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	815.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	12.04
	FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	382.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	352.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	17.20
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,293.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	18.92
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5,325.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	86.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	107.88
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	264.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,987.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	65.36
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	511.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.44
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,020.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	24.08
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	48.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
			TOTAL:	24,086.13
BARRY L. BROOKS	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	149.00
			TOTAL:	149.00
KAREN KEAST	REIMB - SUPPLIES CUB	GENERAL FUND	City Council	45.34
			TOTAL:	45.34
KENNEDY & GRAVEN CHARTERED	LEGAL SVCS	MICRO LOAN FUND	Economic Development	374.50
	LEGAL SVCS	DEVELOPMENT FUND	Economic Development	661.50
			TOTAL:	1,036.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BARBARA KENNEY	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>75.00</u>
			TOTAL:	75.00
CHRISTOPHER KING	SUPPLIES	GENERAL FUND	Fire Operations	<u>6,352.02</u>
			TOTAL:	6,352.02
JAMES KIRKENDALL	FARMERS MKT ENT 08/29/24	GENERAL FUND	Farmers Market	<u>175.00</u>
			TOTAL:	175.00
KRISS PREMIUM PRODUCTS, INC	WATER TREATMENT CHEMICALS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>268.00</u>
			TOTAL:	268.00
LAKE STATE RECYCLING INC	CARDBOARD RECYCLING	LIQUOR	Northbound-Operations	<u>150.00</u>
			TOTAL:	150.00
LEAGUE OF MN CITIES INS TRUST	WORKMAN COMP CLAIMS	INSURANCE RESERVE	General	<u>3,147.90</u>
			TOTAL:	3,147.90
STEVEN M WICKELGREN	COUNSELING & RETAINER FEE	GENERAL FUND	Police Administration	<u>325.00</u>
			TOTAL:	325.00
CHERNOU LEE	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>472.00</u>
			TOTAL:	472.00
LEGACY RESTORATION LLC	REFUND PERMIT FEE	GENERAL FUND	General Fund	<u>100.00</u>
			TOTAL:	100.00
Z MEDIA INC	ADVERTISING-APR/MAY/JUN	MULTIPURPOSE FACIL	Multipurpose Facility	<u>600.00</u>
			TOTAL:	600.00
M T I DISTRIBUTING INC	PARTS	GENERAL FUND	Parks Dept	249.18
	PARTS	GENERAL FUND	Parks Dept	<u>294.36</u>
			TOTAL:	543.54
MARCO HOLDINGS LLC	CISCO DUO ADV SUBSCRIPTION	GENERAL FUND	Information Technology	1,842.00
	HP PRINTER	GENERAL FUND	Police Administration	<u>850.00</u>
			TOTAL:	2,692.00
MARCO INC	COPIER LEASE/MAINT	GENERAL FUND	Information Technology	2,757.75
	COPIER LEASE/MAINT	MULTIPURPOSE FACIL	Multipurpose Facility	491.79
	COPIER LEASE/MAINT	WASTEWATER TREATME	WWTS Administration	381.09
	COPIER LEASE/MAINT	LIQUOR	Northbound-Operations	158.85
	COPIER LEASE/MAINT	LIQUOR	Westbound-Operations	<u>158.85</u>
			TOTAL:	3,948.33
MARTIN MARIETTA MATERIALS	SUPPLIES	GENERAL FUND	Street Maintenance	500.00
	SUPPLIES	GENERAL FUND	Street Maintenance	<u>400.00</u>
			TOTAL:	900.00
CARMEN MATTSON	INSTRUCTOR-TENNIS CAMP AUG	GENERAL FUND	Recreation Programs	<u>500.00</u>
			TOTAL:	500.00
MAVERICK BEVERAGE CO MN LLC	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,292.12
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,095.06
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	3,423.18
MENARDS - ELK RIVER	SUPPLIES/PARTS	GENERAL FUND	Building Maintenance	189.50
	SUPPLIES/PARTS	GENERAL FUND	Patrol	198.88
	SUPPLIES/PARTS	GENERAL FUND	Police Support Service	3.99
	SUPPLIES/PARTS	GENERAL FUND	Public safety building	40.68
	SUPPLIES/PARTS	GENERAL FUND	Fire Administration	4.50
	SUPPLIES/PARTS	GENERAL FUND	Street Maintenance	1,706.66
	SUPPLIES/PARTS	GENERAL FUND	Parks Dept	1,942.18
	SUPPLIES/PARTS	GENERAL FUND	Parks Dept	20.46
	SUPPLIES/PARTS	LIBRARY	Library	40.89
	SUPPLIES/PARTS	MULTIPURPOSE FACIL	Multipurpose Facility	108.00
	SUPPLIES/PARTS	WASTEWATER TREATME	WWTS Plant	589.30
	SUPPLIES/PARTS	LIQUOR	Northbound-Operations	89.66
	SUPPLIES/PARTS	LIQUOR	Westbound-Operations	<u>350.04</u>
			TOTAL:	5,284.74
METRO PRODUCTS INC.	SUPPLIES	GENERAL FUND	Street Maintenance	169.92
	SUPPLIES	GENERAL FUND	Equipment Services	169.92
	SUPPLIES	GENERAL FUND	Parks Dept	<u>169.93</u>
			TOTAL:	509.77
METRO TENT RENTAL	TENT, TABLES & CHAIRS RENT	GENERAL FUND	City Council	<u>1,640.00</u>
			TOTAL:	1,640.00
MIDWAY FORD	PARTS	GENERAL FUND	Patrol	265.10
	PARTS CREDIT	GENERAL FUND	Patrol	<u>100.54-</u>
			TOTAL:	164.56
MIDWEST SECURITY & FIRE.COM	FIRE MONITORING SVC	WASTEWATER TREATME	WWTS Plant	<u>551.88</u>
			TOTAL:	551.88
SECURITY & FIRE PARTNERS INC	FIRE MONITORING-FERRIC BLD	WASTEWATER TREATME	WWTS Plant	<u>551.88</u>
			TOTAL:	551.88
MN DEPT OF LABOR & INDUSTRY	BP SURCHARGE - JUL	GENERAL FUND	General Fund	<u>2,965.94</u>
			TOTAL:	2,965.94
MN POLLUTION CONTROL AGENCY	WASTEWATER&COLLECTION CONF	WASTEWATER TREATME	WWTS Administration	<u>585.00</u>
			TOTAL:	585.00
SUSAN MONTAGUE	INSTRUCTOR FEE-JULY	GENERAL FUND	Sr Citizen Programs	<u>120.00</u>
			TOTAL:	120.00
MONTICELLO ARENA	FALL BREAKAWAY 2024	MULTIPURPOSE FACIL	Hockey	<u>1,350.00</u>
			TOTAL:	1,350.00
MONTICELLO SENIOR CENTER	AL & ALMA'S BOAT TRIP	GENERAL FUND	Sr Citizen Programs	<u>940.00</u>
			TOTAL:	940.00
CIERRA MOORE	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>90.00</u>
			TOTAL:	90.00
MOOSE LAKE BREWING CO LLC	BEER	LIQUOR	Northbound-Cost of Sal	95.00
	BEER	LIQUOR	Westbound-Cost of Sale	<u>89.00</u>
			TOTAL:	184.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RACHAEL KRAMER	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>109.00</u>
			TOTAL:	109.00
N A P A OF ELK RIVER, INC	PARTS	GENERAL FUND	Patrol	<u>31.42</u>
			TOTAL:	31.42
N C S I	BACKGROUND CHECKS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>111.00</u>
			TOTAL:	111.00
NATURE'S DRY CLEANING, INC	DRY CLEANING SVCS-J SMITH	GENERAL FUND	Patrol	<u>24.34</u>
			TOTAL:	24.34
NORTH VALLEY, INC	2023 STREET IMPROVEMENTS	PAVEMENT MANAGEMEN	Street Improvements	<u>398,057.61</u>
			TOTAL:	398,057.61
NORTHDALE CONSTRUCTION CO, INC	ROLLING HILLS SEWER EXT	TRUNK UTILITIES	Rolling Hills Sewer	<u>138,338.08</u>
			TOTAL:	138,338.08
NORTHWEST METRO ROBOTICS	ROBOTICS CAMP - AUG	GENERAL FUND	Recreation Programs	<u>600.00</u>
			TOTAL:	600.00
GARNET NOVOTNY	REFUND CR 24-06	GENERAL FUND	General Fund	<u>200.00</u>
			TOTAL:	200.00
OCCUPATIONAL HEALTH CENTERS	EMPLOYMENT PHYSICAL	GENERAL FUND	Police Administration	767.00
	AUDIOGRAM TESTING	GENERAL FUND	Fire Operations	<u>68.00</u>
			TOTAL:	835.00
OFFICE OF MNIT SERVICES	INTERNET (WAN) SVCS	GENERAL FUND	Information Technology	<u>191.00</u>
			TOTAL:	191.00
ALEXANDER DARREN MAVETZ	JUNK PICKUP	DEVELOPMENT FUND	Economic Development	<u>250.00</u>
			TOTAL:	250.00
OMANN BROS INC	AC FINES MIX	GENERAL FUND	Street Maintenance	720.90
	AC FINES MIX	GENERAL FUND	Street Maintenance	<u>811.80</u>
			TOTAL:	1,532.70
O'REILLY AUTOMOTIVE, INC	PARTS/SUPPLIES	GENERAL FUND	Administrative Service	12.22
	PARTS/SUPPLIES	GENERAL FUND	Patrol	17.64
	PARTS/SUPPLIES	GENERAL FUND	Fire Operations	15.50
	PARTS/SUPPLIES	GENERAL FUND	Building Safety	403.35
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	22.05
	PARTS/SUPPLIES	GENERAL FUND	Parks Dept	138.61
	PARTS/SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>16.34</u>
			TOTAL:	593.03
OXYGEN SERVICE CO, INC	CYLINDER RENTAL	GENERAL FUND	Equipment Services	<u>168.76</u>
			TOTAL:	168.76
PAUSTIS WINE COMPANY	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	276.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	111.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	374.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>12.50</u>
			TOTAL:	783.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PERFECTION PLUS, INC.	CLEANING SVCS - TROTT BROO	GENERAL FUND	Parks & Rec Admin	60.00
	CLEANING SVCS - AUG	LIBRARY	Library	<u>2,490.00</u>
			TOTAL:	2,550.00
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,621.87
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	63.64
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	820.60
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	29.24
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	474.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	22.36
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,190.20
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	41.28
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	594.60
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	22.36
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	135.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	690.60
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	147.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.16
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	869.94
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	8.74
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	245.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.88
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	290.05
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>13.76</u>
			TOTAL:	11,305.32
PITNEY BOWES GLOBAL FINANCIAL SVCS LLC	LEASE 6/28/24-9/27/24	GENERAL FUND	Administrative Service	<u>433.05</u>
			TOTAL:	433.05
ELK RIVER PIZZA MAN	SUPPLIES	GENERAL FUND	Fire Operations	<u>832.73</u>
			TOTAL:	832.73
PLAISTED COMPANIES INC	SUPPLIES	GENERAL FUND	Building Maintenance	1,049.30
	SUPPLIES	GENERAL FUND	Parks Dept	<u>731.68</u>
			TOTAL:	1,780.98
JOSIAH CHRISTENSEN	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>82.00</u>
			TOTAL:	82.00
JONATHAN HOPKINS	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>26.00</u>
			TOTAL:	26.00
PRECISE MRM LLC	5MB FLAT DATA PLAN	GENERAL FUND	Snow Removal	<u>456.00</u>
			TOTAL:	456.00
PRINCETON ICE ARENA	FALL BREAKAWAY 2024	MULTIPURPOSE FACIL	Hockey	<u>1,575.00</u>
			TOTAL:	1,575.00
PRO-TEC DESIGN, INC	BOSCH CELLULAR BACKUP SVC	GENERAL FUND	Information Technology	624.00
	DSX POWER SUPPLY REPAIRS	GENERAL FUND	Building Maintenance	<u>451.00</u>
			TOTAL:	1,075.00
QUALITY FLOW SYSTEMS INC	EMERGENCY REPAIR-PARK POIN	WASTEWATER TREATME	Lift Stations	<u>17,770.00</u>
			TOTAL:	17,770.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
R & R SPECIALTIES OF WISC. INC	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	610.00
			TOTAL:	610.00
RED BULL DISTRIBUTION COMPANY	POP/MISC CREDIT	LIQUOR	Northbound-Cost of Sal	3.01-
	POP/MISC	LIQUOR	Northbound-Cost of Sal	610.89
	POP/MISC	LIQUOR	Westbound-Cost of Sale	738.88
	POP/MISC	LIQUOR	Westbound-Cost of Sale	210.00
			TOTAL:	1,556.76
REPUBLIC SERVICES #899	GARBAGE SVC-ELK RIVERFEST	GENERAL FUND	City Council	455.50
	JUL COMM GARBAGE SVC	GENERAL FUND	Building Maintenance	203.61
	JUL COMM GARBAGE SVC	GENERAL FUND	Public safety building	137.55
	JUL COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	JUL COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	JUL COMM GARBAGE SVC	GENERAL FUND	Street Maintenance	1,100.09
	JUL COMM GARBAGE SVC	GENERAL FUND	Parks Dept	513.06
	GARBAGE SVC - RIVERS EDGE	GENERAL FUND	Parks Dept	395.61
	JUL COMM GARBAGE SVC	GENERAL FUND	Farmers Market	43.75
	JUL COMM GARBAGE SVC	LIBRARY	Library	64.46
	JUL COMM GARBAGE SVC	MULTIPURPOSE FACIL	Multipurpose Facility	429.80
	JUL COMM GARBAGE SVC	LANDFILL	General	429.43
	JUL COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	148.66
	JUL COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	155.62
	JUL COMM GARBAGE SVC	LIQUOR	Northbound-Operations	89.06
	JUL COMM GARBAGE SVC	LIQUOR	Westbound-Operations	89.06
	RESIDENTIAL GARBAGE SVC	GARBAGE	Garbage	96,581.26
	JUL COMM GARBAGE SVC	GARBAGE	Organics	691.00
			TOTAL:	101,724.96
ROGERS ACTIVITY CENTER	FALL BREAKAWAY 2024	MULTIPURPOSE FACIL	Hockey	4,950.00
			TOTAL:	4,950.00
URUM RIVER ART CENTER INC	INTSTRUCTOR FEE-VIT ARTS 8	GENERAL FUND	Sr Citizen Programs	312.00
			TOTAL:	312.00
SAFETY SIGNS LLC	PED BARRICADES-ER FEST	GENERAL FUND	City Council	630.00
			TOTAL:	630.00
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	104.80
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	332.36
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	157.78
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	4.00
			TOTAL:	606.94
SHERWIN-WILLIAMS	PAINT	LIBRARY	Library	69.86
	PAINT	LIQUOR	Westbound-Operations	60.42
			TOTAL:	130.28
SOUTHERN GLAZER'S WINE & SPIRITS-MN	FREIGHT	LIQUOR	Northbound-Cost of Sal	2.50
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,890.27
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	58.72
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,317.98
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	30.21
	FREIGHT	LIQUOR	Northbound-Cost of Sal	3.12

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5,184.58
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	60.92
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,415.98
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	27.81
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	10.29-
	WINE CREDIT	LIQUOR	Westbound-Cost of Sale	8.83-
	FREIGHT	LIQUOR	Westbound-Cost of Sale	5.12
	FREIGHT CREDIT	LIQUOR	Westbound-Cost of Sale	1.49-
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	7,546.86
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	88.75
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,978.48
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	44.48
	FREIGHT	LIQUOR	Westbound-Cost of Sale	1.28
	FREIGHT	LIQUOR	Westbound-Cost of Sale	2.56
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,821.54
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	32.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	784.76
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>16.85</u>
			TOTAL:	26,294.16
KARLA STALLINGS	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>145.00</u>
			TOTAL:	145.00
STAPLES BUSINESS ADVANTAGE	SUPPLIES	GENERAL FUND	Communications	10.15
	SUPPLIES	GENERAL FUND	Administrative Service	40.60
	SUPPLIES	GENERAL FUND	Human Resources	20.30
	SUPPLIES	GENERAL FUND	Elections	52.75
	SUPPLIES	GENERAL FUND	Finance	20.30
	SUPPLIES	GENERAL FUND	Community Development	6.09
	SUPPLIES	GENERAL FUND	Planning	30.45
	SUPPLIES	GENERAL FUND	Building Safety	30.45
	SUPPLIES	GENERAL FUND	Environmental	4.04
	SUPPLIES	GENERAL FUND	Engineering	10.15
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	20.30
	SUPPLIES	GENERAL FUND	Economic Development	<u>10.15</u>
			TOTAL:	255.73
APG MEDIA OF SOUTHERN MN LLC	STAR NEWS SUBSCRIPTION-3 Y	GENERAL FUND	Building Safety	72.00
	STAR NEWS SUBSCRIPTION-3 Y	GENERAL FUND	Environmental	<u>72.00</u>
			TOTAL:	144.00
STREICHER'S	UNIFORMS-WINDELS	GENERAL FUND	Patrol	46.99
	SUPPLIES-ZABEE	GENERAL FUND	Patrol	92.97
	UNIFORMS-MAGNUSON	GENERAL FUND	Patrol	15.98
	SUPPLIES-ZABEE	GENERAL FUND	Patrol	34.99
	UNIFORMS-NORBERG	GENERAL FUND	Patrol	3,545.40
	SUPPLIES-BIRDSALL	GENERAL FUND	Investigations	<u>110.00</u>
			TOTAL:	3,846.33
SUMMER LAKES BEVERAGE LLC	POP/MISC	LIQUOR	Northbound-Cost of Sal	330.00
	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>264.00</u>
			TOTAL:	594.00
SUNSHINE DEPOT	BAND FOOD-ELK RIVERFEST	GENERAL FUND	City Council	<u>108.48</u>
			TOTAL:	108.48

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SVIHEL VEGETABLE FARM	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>1,570.00</u>
			TOTAL:	1,570.00
SCHWAB\VOLLHABER\LUBRATT SVC CORP	POLE & FAN BLADE	GENERAL FUND	Building Maintenance	<u>1,002.82</u>
			TOTAL:	1,002.82
TIFCO INDUSTRIES INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>109.94</u>
			TOTAL:	109.94
THYSSENKRUPP ELEVATOR CORP	ELEVATOR MAINT-FT CENTER	MULTIPURPOSE FACIL	Multipurpose Facility	<u>555.66</u>
			TOTAL:	555.66
TOWN & COUNTRY FENCE	DOWN PYMT 50%-INSTALL GATE	WASTEWATER TREATME	Lift Stations	<u>4,420.00</u>
			TOTAL:	4,420.00
TRANSUNION RISK & ALTERNATIVE	ONLINE INVESTIGATIVE SVCS	GENERAL FUND	Investigations	<u>114.00</u>
			TOTAL:	114.00
UNITED LABORATORIES	SUPPLIES	GENERAL FUND	Building Maintenance	346.03
	SUPPLIES	GENERAL FUND	Street Maintenance	<u>346.04</u>
			TOTAL:	692.07
UTILITY CONSULTANTS, INC	SAMPLE TESTING	WASTEWATER TREATME	WWTS Plant	<u>1,586.36</u>
			TOTAL:	1,586.36
VERIZON WIRELESS-VSAT	SMS CONTENT #24012218	GENERAL FUND	Investigations	<u>75.00</u>
			TOTAL:	75.00
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Northbound-Cost of Sal	853.30
	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>450.35</u>
			TOTAL:	1,303.65
VINOCOPIA	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	166.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	384.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	450.75
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	112.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	7.50
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	635.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	600.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>18.00</u>
			TOTAL:	2,383.25
LY LEE VUE	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>939.00</u>
			TOTAL:	939.00
WAL-MART COMMUNITY CARD	SUPPLIES	GENERAL FUND	City Council	85.25
	SUPPLIES	GENERAL FUND	City Council	29.12
	SUPPLIES	GENERAL FUND	Recreation Programs	26.65
	SUPPLIES	GENERAL FUND	Recreation Programs	54.81
	SUPPLIES	GENERAL FUND	Recreation Programs	28.84
	SUPPLIES	GENERAL FUND	Recreation Programs	27.32
	SUPPLIES	GENERAL FUND	Recreation Programs	17.96
	SUPPLIES	GENERAL FUND	Recreation Programs	5.76
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>144.64</u>
			TOTAL:	420.35

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
WASTE MANAGEMENT	BIO SOLIDS HAULING	WASTEWATER TREATME	WWTS Plant	24,187.26
	JUL GARBAGE TIPPING FEES	GARBAGE	Garbage	<u>31,108.81</u>
			TOTAL:	55,296.07
WATER LABORATORIES	WATER TESTING-JULY	LANDFILL	General	<u>905.20</u>
			TOTAL:	905.20
WATER RESCUE INNOVATIONS INC	ARM-LOC KITS - PS AID	CAPITAL OUTLAY RES	Emergency Management	<u>7,375.00</u>
			TOTAL:	7,375.00
WESTPHAL CONSTRUCTION CO INC	REFUND ESCROW P23-23	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>32,000.00</u>
			TOTAL:	32,000.00
WINDSTREAM	PHONE LINE CHGS	GENERAL FUND	Fire Administration	129.85
	PHONE LINE CHGS	GENERAL FUND	Fire Operations	<u>51.35</u>
			TOTAL:	181.20
WINE MERCHANTS	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	124.74
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	0.86
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	48.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1.72
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	102.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>1.72</u>
			TOTAL:	279.04
WINEBOW	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	347.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	297.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	652.00
BRUCE WRY	FARMERS MARKET JUN/JUL	GENERAL FUND	Farmers Market	<u>1,082.00</u>
			TOTAL:	1,082.00
MARCI WOOD	REIMB CELL PHONE APR/JUN	GENERAL FUND	Police Administration	<u>90.00</u>
			TOTAL:	90.00
WRIGHT-HENNEPIN COOP ELEC.	REMOTE SERVICES	GENERAL FUND	Public safety building	<u>593.20</u>
			TOTAL:	593.20
WSB & ASSOCIATES INC	2024 WCA SERVICES	GENERAL FUND	Environmental	<u>3,827.00</u>
			TOTAL:	3,827.00
YALE MECHANICAL LLC	HVAC MAINT	GENERAL FUND	Public safety building	2,907.00
	HVAC MAINT	GENERAL FUND	Street Maintenance	<u>3,707.00</u>
			TOTAL:	6,614.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
===== FUND TOTALS =====				
101	GENERAL FUND	202,628.55		
211	LIBRARY	2,976.07		
221	MULTIPURPOSE FACILITY	43,610.32		
228	LANDFILL	2,174.38		
240	MICRO LOAN FUND	374.50		
245	DEVELOPMENT FUND	3,531.00		
290	CAPITAL OUTLAY RESERVE	32,869.00		
291	INSURANCE RESERVE	3,398.29		
292	GOVT BUILDINGS	30,689.90		
401	PAVEMENT MANAGEMENT	398,057.61		
406	TRUNK UTILITIES	138,338.08		
411	TECHNOLOGY REPLACEMENT	17,414.46		
462	TIF #22 DOWNTOWN REDEVLP	1,484.42		
463	TIF #23 PREF POWDER	2,223.00		
464	TIF 24 BEAUDRY TRUCK SHOP	1,151.92		
465	TIF 25 JACKSON HILLS	1,484.41		
466	TIF #26 SHOOT STEEL	332.50		
602	WASTEWATER TREATMENT SYS	57,666.23		
603	LIQUOR	264,256.30		
605	GARBAGE	130,346.75		
607	STORM WATER	861.42		
821	DEVELOPER ESCROW	32,000.00		

	GRAND TOTAL:	1,367,869.11		

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
US BANK	CITY CC PAYMENT	GENERAL FUND	Communications	53.96
	CITY CC PAYMENT	GENERAL FUND	Administrative Service	50.00
	CITY CC PAYMENT	GENERAL FUND	Administrative Service	50.00
	CITY CC PAYMENT	GENERAL FUND	Finance	530.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	72.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	607.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	440.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	75.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	75.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	75.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	75.00
	CITY CC PAYMENT	GENERAL FUND	Investigations	442.65
	CITY CC PAYMENT	GENERAL FUND	Investigations	442.65
	CITY CC PAYMENT	GENERAL FUND	Investigations	579.90
	CITY CC PAYMENT	GENERAL FUND	Investigations	550.00
	CITY CC PAYMENT	GENERAL FUND	Police Reserves	129.39
	CITY CC PAYMENT	GENERAL FUND	Public safety building	16.40
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	2.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	2.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	2.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	3.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	3.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	5.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	7.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	10.00
	CITY CC PAYMENT	GENERAL FUND	Fire Administration	15.00
	CITY CC PAYMENT	GENERAL FUND	Emergency Management	225.00
	CITY CC PAYMENT	GENERAL FUND	Environmental	20.00
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	127.37
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	8.96-
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	40.76
	CITY CC PAYMENT	GENERAL FUND	Engineering	122.50
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	268.73
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	13.00
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	49.99
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	100.73
	CITY CC PAYMENT	GENERAL FUND	Recreation Programs	43.77
	CITY CC PAYMENT	GENERAL FUND	Recreation Programs	214.65
	CITY CC PAYMENT	GENERAL FUND	Sr Citizen Programs	72.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	704.84
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	6.76
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	807.07
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	51.46-
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	58.92-
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	35.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	30.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	300.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Skating	18.50
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Skating	452.50
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Skating	277.50
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Skating	130.00
	CITY CC PAYMENT	INSURANCE RESERVE	Health & Safety	37.76
	CITY CC PAYMENT	INSURANCE RESERVE	Health & Safety	454.93
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Plant	1,288.46-
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Plant	295.42
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Plant	704.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CITY CC PAYMENT	LIQUOR	Northbound-Operations	40.98
	CITY CC PAYMENT	LIQUOR	Northbound-Operations	56.49
	CITY CC PAYMENT	LIQUOR	Westbound-Operations	40.98
	CITY CC PAYMENT	LIQUOR	Westbound-Operations	<u>56.50</u>
			TOTAL:	8,653.38

===== FUND TOTALS =====		
101	GENERAL FUND	5,602.49
221	MULTIPURPOSE FACILITY	2,651.79
291	INSURANCE RESERVE	492.69
602	WASTEWATER TREATMENT SYS	288.54CR
603	LIQUOR	194.95

	GRAND TOTAL:	8,653.38

TOTAL PAGES: 2



Request for Action

To
City Council

Item Number
4.2

Meeting Date
August 19, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Lexipol Services Contract

Reviewed by
Cal Portner
Cal Portner
Mark Dickinson
Darren McKernan
Tina Allard

Action Requested
Approve, by motion, Master Service Agreements with Lexipol.

Background/Discussion
The Elk River Police and Fire Departments have initiated Master Service Agreements with Lexipol for their policy and training manuals. these are cloud-based policy management manuals utilizing best practices templates to ensure continuing compliance with state and federal law changes. Lexipol also provides ongoing training bulletins to assist officers and firefighters.

The police department entered into an agreement in 2012 and the fire department in 2023. We previously discussed them in budgets. On the advice of the city attorney, we are now having them formally approved by the Council.

Financial Impact
These have been budgeted for since their inception.

Mission/Policy/Goal
Elk River Mission

- Attachments**
1. OSA Elk River PD-MN
 2. Lexipol agreement

The Elk River Vision

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

ENTERED
1/3/13

mn 117

Agency is purchasing the following service(s):

POLICY SUBSCRIPTIONS:	
Policy Manual	☒
<u>Supplemental Publications</u>	
Custody Manual	☐

TRAINING SUBSCRIPTIONS:	
Daily Training Bulletins (DTB)	☒
National Daily Training Bulletins (NDTB)	☐
Custody Daily Training Bulletins (CDTB)	☐

Please complete all fields and place N/A where applicable.

(Chief/Sheriff Name)	(Title)	(Chief/Sheriff Email)	(Chief/Sheriff Direct Phone)
Bradley R. Rolfe	Chief of Police	brrolfe@elkrivernm.gov	763-635-1201
(Custody Facility Manager Name)	(Title)	(Custody Fac. Mgr Email)	(Custody Fac. Mgr Direct Phone)
N/A			
(Name of Agency as you want it to appear on the manual)			
Elk River Police Department			
(Agency Street Address)	(City)	(State)	(Zip Code) (County)
13077 Orono Parkway	Elk River	MN	55330 Sherburne
(Custody Street Address - If different)	(City)	(State)	(Zip Code) (County)
N/A			
(Billing Address if different from above)	(City)	(State)	(Zip Code)
Same as Above			
(Agency Phone)	(Fax)	(Email)	
763-635-1200	763-635-1250		
(Risk Management Group / Insurance Pool)		(Accreditation Agency)	
League of Minnesota Cities		N/A	
(No. of Authorized Sworn Officers)	(If Custody - No. of Beds)	(Agency Fiscal Year End)	(Agency Website)
31	N/A	December 31	
(Policy Primary user full Name)	(Title)	(Policy Primary User Phone)	(Policy Primary User Email)
Robert Kluntz	Captain	763-635-1203	rkluntz@elkrivernm.gov
(Custody Primary user full Name)	(Title)	(Custody Primary User Phone)	(Custody Primary User Email)
N/A			
(Policy Unique User ID number for system access; 2-5 digits i.e. (badge number, employee number))			
3603			
(Custody Unique User ID number for system access; 2-5 digits i.e. (badge number, employee number))			
N/A			

The subscription agreement is authorized and approved by:

(Name of Authorized Signer)	(Title)	(Email, Authorized Signer)	(Phone, Authorized Signer)
Bradley R. Rolfe	Chief of Police	brrolfe@elkrivernm.gov	763-635-1201
Authorized Agency Signature		Date	
		12-28-2012	

Please return all four (4) pages via fax, email or send to:

Fax: (949) 484-4443 - Email: contracts@lexipol.com

Send: Lexipol LLC, 6 B Liberty, Suite 200, Aliso Viejo, CA 92656



Lexipol LLC
6B Liberty #200
Aliso Viejo, CA 92656
Tel: 949-484-4444
Fax: 949-484-4443

TERMS AND CONDITIONS FOR USE OF SUBSCRIPTION MATERIAL

I. ACCEPTANCE OF TERMS

The services that Lexipol, LLC, a Delaware Limited Liability Company (hereinafter "Lexipol"), provides to Agency, Customer, User, Purchaser are subject to the following Terms and Conditions of Use. These Terms and Conditions are valid through the subscription period of one year. Lexipol reserves the right to update/change the Terms and Conditions of Use on the renewal date of the subscription agreement period whereas those updates/changes on the Terms and Conditions of Use will be valid for the new subscription period. This document represents the most current version of the Terms and Conditions of Use. Any changes or updates can be reviewed by clicking on the "Terms and Conditions of Use" hypertext link located on Lexipol's Forum page once Agency becomes a subscriber. AGENCY MUST AGREE WITH THESE TERMS AND CONDITIONS OF USE BEFORE AGENCY CAN USE THIS WEBSITE.

II. DESCRIPTION OF SERVICES

Through Lexipol's Website, Lexipol provides Agency with access to the Lexipol Knowledge Management System. Lexipol provides numerous subscriptions to this system, each with varying services depending on the level of subscription. The Agency is subscribing to the services indicated on the data page included on the last page of this agreement.

III. MEMBER ACCOUNT, PASSWORD AND SECURITY

If any of the Services provided to Agency by this Website requires Agency to open an account, Agency must complete the registration process by providing Lexipol with current, complete and accurate information as prompted by the applicable registration form. Agency will also be able to change the user name and password on the account after initial login. Agency is entirely responsible for maintaining the confidentiality of Agency's password and account. Agency is entirely responsible for any and all activities that occur under Agency's account. Agency agrees to notify Lexipol immediately of any unauthorized use of Agency's account or any other breach of security.

Agency may not use any other Agency's account at any time, as Agency's password and user name are for the purchaser's sole use. Purchasers of content through this Website are not permitted to share, distribute, sell, or otherwise transfer their password to other individuals. Significant or unusual use of a single user name and password (including, but not limited to, significant use of a single user name and password on multiple computers) could result in suspension of that password.

IV. NOTICES

Any notice to be given to the parties shall be sent to Lexipol at the address above or if to the Agency to the contact person registered as the authorized signer.

V. PAYMENT TERMS

Agency agrees to pay the current fees for all services purchased using Agency's user name and password. All services are payable in full within forty-five (45) days from subscription start date. Any

amounts past sixty (60) days from due date shall accrue interest at one (1%) percent per month for past due accounts. Invoices are sent thirty (30) days previous to the subscription start date and anniversary date thereafter. All payments are applied to the oldest balance.

VI. PRIVACY POLICY

Lexipol shall keep all information Agency provides confidential and private unless required to provide information in accordance with an order from a court of competent jurisdiction. Agency acknowledges Lexipol may provide view only access and summary information to the Agency's affiliated Risk Management Authority, Insurance Pool or Group if they have provided an economic subsidy. Because security is important to Lexipol and our users, Lexipol will always make reasonable efforts to ensure the security of Lexipol's systems. Lexipol employs security systems to protect the information Lexipol receives from Agency's users. The Lexipol Policy Website uses Secure Socket Layer (SSL) Protocol for browsers that support 128-bit encryption (such as Microsoft Internet Explorer 5 and greater). SSL encrypts information as it travels between customer and Lexipol. Please be aware that Internet data transmission is not always 100% secure and Lexipol cannot warrant that information Agency transmits utilizing Lexipol's Service or Website is 100% secure.

VII. APPLICATION OF LAW AND JURISDICTION

Agency agrees that any claim, action, or proceeding arising out of these Terms and Conditions of Use, or Agency's use of the Website, shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in Delaware. This Agreement shall be governed and interpreted pursuant to the laws of the State of Delaware, United States of America, notwithstanding any principles of conflicts of law.

VIII. INDEMNIFICATION

Agency understands that Lexipol and its agents, employees and representatives have developed policy guidelines and content in a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such policies were approved and adopted by Agency. Agency acknowledges that Lexipol shall not be responsible for updating these policies to adhere to subsequent changes in the law or other conditions and those changes and updates will only be provided by Lexipol as a part of an annual subscription. While Lexipol has made a good faith effort to develop all policies and training in accordance with existing law and standards, Agency acknowledges that neither Lexipol nor any of its agents, attorneys, employees or representatives are obligated to provide legal representation, defense, or indemnification for any litigation in which said policies are subject to challenge.

To the fullest extent permissible under applicable law, and except as otherwise herein, Lexipol and/or other persons creating or transmitting the information and the service will in no event be liable to Agency or anyone else for any direct, indirect, consequential, incidental, special, exemplary, or punitive damages for the information, even if Lexipol or other persons creating or transmitting the information or the service shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Lexipol or other persons creating or transmitting the service and the information shall have no responsibility or liability to Agency or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this agreement or terms and conditions of use thereto with the exception of liability resulting from a finding of gross negligence, and/or willful and wanton conduct of Lexipol.

IX. COPYRIGHT

Agency expressly acknowledges and agrees that each and every policy provided by Lexipol, its agents, employees, and representatives including, but not limited to, all updates, revisions the entire Policy Manual(s), Supplemental Policy Publications and/or Procedure Manuals, and Daily Training Bulletins purchased from Lexipol were expressly created for Agency's exclusive use. Agency further agrees that all policy, update, revision or Daily Training Bulletins originally provided by Lexipol are protected under copyright agreements and may not be sold. Nothing in this statement is intended to prohibit or restrict Agency from access and reproduction for department functions and providing any policies contained within the Policy Manual(s) pursuant to and authorized by a request under the Public Records Act, pursuant to Court order or any other lawful process.

X. DISCLAIMER OF WARRANTIES

The service and all information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. There shall be no warranties of merchantability, fitness for a particular use, non-infringement of proprietary rights, enjoyment of the information or service, system integration, or accuracy of the information. To the fullest extent permitted by law, Lexipol disclaims any warranties for the security, reliability, timeliness, and performance of the information and the service. The entire risk as to satisfactory quality, performance, accuracy and effort is with Agency.

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to Agency insofar as they relate to implied warranties. In those jurisdictions Lexipol shall use its best efforts, including industry standards of care, to insure satisfactory quality, performance and accuracy.

XI. NON-WAIVER AND SEVERABILITY

Lexipol's failure to exercise any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this Agreement remain in full force and effect.

XII. POLICY ADOPTION

The Agency hereby agrees and certifies that any and all policies developed and provided by LEXIPOL LLC and its agents, employees and representatives have been individually reviewed, customized and adopted for the exclusive use of the AGENCY. It is further acknowledged and agreed that LEXIPOL LLC and its agents, employees and representatives shall not be considered "policy makers" in any legal or other sense and that, upon acceptance of the policy manual(s) and execution of this Agreement, the chief executive of the AGENCY for all purposes be considered the "policy maker" with regard to each and every policy contained in said manual.

XIII. TERMINATION

This Subscription Agreement may be terminated at the annual anniversary date of the subscription period by written notice to the other party at least 30 days preceding the subscription anniversary date.



MASTER SERVICE AGREEMENT

Agency's Name: Elk River Fire and Ambulance Service
 Agency's Address: 415 Jackson Ave NW
 Elk River, Minnesota 55330

Agency's Sourcewell Member ID: 61863

Attention: Chief Mark Dickinson

Sales Rep: Nicole Falconer
 Lexipol's Address: 2611 Internet Boulevard, Suite 100
 Frisco, Texas 75034

Effective Date: 7/1/2023

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Elk River Fire and Ambulance Service

Signature:

Print Name:

Title:

Date Signed:

Lexipol, LLC

Signature:

DocuSigned by:

E06AE53CE2B942A...

Print Name:

Jan ROOS

Title:

Vice President & General Counsel

Date Signed:

7/10/2023

Exhibit A**SELECTED SERVICES AND ASSOCIATED FEES****Agency is purchasing the following:****7/1/2023 -12/31/2023:**

Prorated Phase 1 Fire Policy Subscription, and

One-Time-Cost Policy Cross Reference, Content Extraction, and Policy Implementation Tiers I & II

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Phase 1 Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 7/1/2023 End: 12/31/2023)	USD 1,769.50		USD 0.00	USD 1,769.50
	Subscription Line Items Total			USD 0.00	USD 1,769.50
1	Fire Standard Policy Cross-Reference	USD 1,327.00	5%	USD 66.35	USD 1,260.65
1	Fire Agency-Specific Content Extraction	USD 2,743.00	5%	USD 137.15	USD 2,605.85
1	Fire Tier I Implementation	USD 2,648.00	5%	USD 132.40	USD 2,515.60
1	Fire Tier II Implementation	USD 2,879.00	5%	USD 143.95	USD 2,735.05
	One-Time Line Items Total			USD 479.85	USD 9,117.15
				USD 479.85	USD 10,886.65
7/1/23 -12/31/23: Prorated Phase 1 Sub., X-ref., Extraction, Tiers I & II Sourcewell Discount:					USD 479.85
7/1/23 -12/31/23: Prorated Phase 1 Sub., X-ref., Extraction, Tiers I & II TOTAL:					USD 10,886.65

1/1/2024 - 12/31/2024:

First Annual Fire Policy Subscription (12 months), and

One-Time-Cost Policy Implementation Tiers III, IV, and V

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 1/1/2024 End: 12/31/2024)	USD 5,609.00	5%	USD 280.45	USD 5,328.55
	Subscription Line Items Total			USD 280.45	USD 5,328.55
1	Fire Tier III Implementation	USD 3,001.00	5%	USD 150.05	USD 2,850.95
1	Fire Tier IV Implementation	USD 2,590.00	5%	USD 129.50	USD 2,460.50
1	Fire Tier V Implementation	USD 2,788.00	5%	USD 139.40	USD 2,648.60

	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
One-Time Line Items Total			USD 418.95	USD 7,960.05
			USD 699.40	USD 13,288.60
1/1/2024-12/31/2024: First Annual Subscription (12 months) & Tiers III, IV, and V Sourcewell Discount:				USD 699.40
1/1/2024-12/31/2024: First Annual Subscription (12 months) & Tiers III, IV, and V TOTAL:				USD 13,288.60

1/1/2025:

First Annual Subscription (12 months) Begins on Its Own

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Fire Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Fire Operations Procedures (Start: 1/1/2025 End: 12/31/2025)	USD 5,609.00	5%	USD 280.45	USD 5,328.55
	Subscription Line Items Total			USD 280.45	USD 5,328.55
				USD 280.45	USD 5,328.55
1/1/2025: First Annual Subscription (12 months) Begins on Its Own Sourcewell Discount:				USD 280.45	
1/1/2025: First Annual Subscription (12 months) Begins on Its Own TOTAL:					USD 5,328.55

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

5% off all services. City is a Sourcewell cooperative purchasing member - ID # 61863.

Notes

- Annual Fire Policy Manual Subscription is based on equivalency of 9 full-time fire authorized staff.
- Standard Policy Cross-Reference and Content Extraction based on 100 pages of existing agency content.

Exhibit B

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “party” and collectively as the “parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section 1. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or otherwise subscribing to the Lexipol Services set forth in Exhibit A.

1.2 “Agency Data” means data, information, and content owned by Agency prior to the Effective Date, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming agency or department information, or other purposes that are ancillary to receipt of the Service.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in a writing and defined as the “Effective Date.”

1.5 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.6 “Lexipol Content” means all content in any format including but not limited to: written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.7 “Services” means all products and services, including but not limited to all software subscriptions, professional services, and ancillary support services, as may be offered by Lexipol and/or its affiliates from time to time.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. Unless expressly stated in the “Custom Agreement Terms” section of Exhibit A, this Agreement shall automatically renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless a party provides written notice of non-renewal to the other party at least sixty (60) days prior to such renewal. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated at any time for convenience (including due to lack of appropriation of funds) upon sixty (60) days written notice.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to Lexipol’s Services shall immediately cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ Note: fees paid for Online Services are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as Online Services are delivered in full as of the Effective Date. Fees pre-paid for Professional Services are eligible for refund, proration, or offset to the extent such Services have not been delivered or utilized by Agency.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and at the commencement of each Renewal Term. Agency agrees to remit payment within thirty (30) calendar days following receipt of Lexipol's invoice. Payments may be made electronically or by mailing a check to Lexipol at 2611 Internet Blvd, Ste. 100, Frisco, TX 75034 (Attn: Accounts Receivable). Lexipol reserves the right to increase fees for Renewal Terms. All fee amounts stated in Exhibit A are exclusive of taxes and similar fees now in force or enacted in the future. Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees). Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to its receipt of Lexipol's Services, except for taxes based on Lexipol's net income.

5. Terms of Service. The following terms and conditions govern access to and use of Lexipol's Services:

5.1 Online Services. Lexipol's Online Services include all cloud-based services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Knowledge Management System ("KMS") for policy, Learning Management System ("LMS")², GrantFinder, and Cordico wellness applications (collectively, the "Online Services"). Lexipol's Online Services are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency receives a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms.

5.2 Professional Services. Lexipol's Professional Services include all Services that are not part of Lexipol's Online Services, and which require the professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals, technical support for online learning, accreditation consulting, grant writing and consulting³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Lexipol shall provide all Professional Services in accordance with industry best practices.

5.3 Intellectual Property; License. Lexipol's Services and all Lexipol Content are the proprietary intellectual property of Lexipol and/or its licensors, and are protected where applicable by copyright, trademark, and patent laws. Nothing contained in this Agreement or these Terms shall be construed as conferring any right of ownership or use to Lexipol's Services or Lexipol Content. Notwithstanding the foregoing, Agency may, in limited circumstances (e.g. creation, modification, and updating of Agency's policy manuals) create Derivative Works based on Lexipol's Content and shall retain a personal, non-commercial, non-sublicensable and non-assignable license to use such Derivative Works, including beyond the expiration or termination of this Agreement. "Derivative Works" include all work product based on or which incorporates any Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update Lexipol Content used by Agency beyond the Term of this Agreement and shall have no liability whatsoever for Agency's creation or use of Derivative Works.

5.4 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign or otherwise transfer any such rights to any other person or entity. Except as set forth herein, Agency remains responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.5 Agency Data. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data. Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits to or through Lexipol or the Services is 100% secure. Lexipol's use of Agency Data is limited to providing the Services, retaining records in the regular course of business, and complying with valid legal obligations.

6. Confidentiality. During the Term of this Agreement, each party may disclose information to the other party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). The receiving party will: (a) limit disclosure of any such Confidential Information to the receiving party's authorized representatives; (b) advise its personnel and agents of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing party. A party may disclose Confidential Information pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

Information Act (FOIA) request, Public Records Act (PRA) request, or equivalent, provided that the disclosing party promptly notifies, to the extent practicable, the other party in writing prior to such disclosure so that the other party may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this section by any of such party's personnel or agents. The parties may also disclose the fact that they are working together, including for promotional purposes, and include each other's name and logo(s) for such purposes.

7. Warranty. LEXIPOL WARRANTS THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS, THAT THEY SHALL BE FIT FOR THE PURPOSES SET FORTH HEREIN, AND THAT SUCH SERVICES SHALL NOT INFRINGE THE RIGHTS OR INTELLECTUAL PROPERTY OF THIRD PARTIES. NOTWITHSTANDING THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AS WELL AS ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

8. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's gross negligence or willful misconduct in providing Services pursuant to this Agreement. Agency shall likewise indemnify, defend, and hold Lexipol harmless from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising out of acts or omissions by Agency, Agency's personnel, or any party acting on Agency's behalf.

9. Limitation of Liability. Each party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement, the Services, or the use of any Lexipol Content shall not exceed the larger of: the aggregate amount of fees paid to Lexipol by Agency during the twelve-month period immediately prior to the assertion of such claim, demand, or action; or \$10,000.00. In no event shall either party be liable for any indirect, incidental, consequential, special, exemplary damages, or lost profits, even if such party has been advised of the possibility of such damages.

10. General Terms.

10.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 Compliance; Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



Request for Action

To
City Council

Item Number
4.3

Meeting Date
August 19, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Community Event Center Manager

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Katie Harstad to the position of Community Event Center Manager effective September 23, 2024.

Background/Discussion

With the reorganization of the Furniture and Things Community Event Center, we went to market to fill this position. We received 62 applications and interviewed nine candidates. Following second interviews, leadership assessments, and background and reference checks, we recommend Katie Harstad for the position.

Ms. Harstad is currently the general manager and event operations manager at Rockwoods Restaurant, Bar, Event Center, & Catering, where she has worked since 2006. She is a member of the Elk River Rotary Club and was this year's Chair for Taste of Elk River. She holds a bachelor's degree in business and marketing with a minor in management and entrepreneurship from the University of Minnesota Carlson School of Business.

Ms. Harstad will start at step B of pay grade 4E. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission

Attachments

None

The Elk River Vision

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





Request for Action

To
City Council

Item Number
4.4

Meeting Date
August 19, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Pay Estimates

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the pay estimates detailed below.

Background/Discussion
The following pay estimates have been reviewed and found to be accurate and in accordance with approved contracts.

Financial Impact

Project	Pay Estimate #	Contractor	Amount
2023 Street Improvements	9	North Valley Inc.	\$398,057.61
Rolling Hills Sewer Extension	6	Northdale Construction Company	\$138,338.08
Public Safety Reroof	Final	Granite City Roofing Inc	\$30,689.90

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

Attachments

1. Pay App 9 - North Valley Inc.
2. Pay App 6 - Northdale Construction Company
3. Pay App Final - Granite City Roofing

The Elk River Vision

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

Owner: <u>City of Elk River</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>North Valley Inc.</u> Project: <u>2023 Street Improvements Project</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OR1.128082</u> Agency's Project No.: _____
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Application No.:	<u>9</u>	Application Date:	<u>8/12/2024</u>
Application Period:	From	to	
	<u>6/8/2024</u>		<u>8/12/2024</u>

1. Original Contract Price	\$	5,433,358.71
2. Net change by Change Orders	\$	386,653.88
3. Current Contract Price (Line 1 + Line 2)	\$	5,820,012.59
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	5,656,161.07
5. Retainage		
a. <u>1%</u> X \$ <u>5,656,161.07</u> Work Completed	\$	56,561.61
b. _____ X \$ _____ Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	56,561.61
6. Amount eligible to date (Line 4 - Line 5.c)	\$	5,599,599.46
7. Less previous payments	\$	5,201,541.85
8. Amount due this application	\$	398,057.61

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>North Valley Inc.</u>	
Signature: <u></u>	Date: <u>8/12/24</u>
Name: <u>MATT ECHAS</u>	Title: <u>P.M.</u>

Recommended by Engineer By: <u></u> Name: <u>Jason W. Cook, PE</u> Title: <u>Project Manager</u> Date: <u>8/12/2024</u>	Approved by Owner By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>8-12-2024</u>
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EJCDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Owner: City of Elk River Engineer: Bolton & Menk, Inc. Contractor: North Valley, Inc. Project: 2023 Street Improvements Project Contract:	Owner's Project No.: 081.128082 Engineer's Project No.: Contractor's Project No.: Agency's Project No.:
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Application No.: 9				Application Period: From 06/08/24 to 08/12/24				Application Date: 08/12/24				
A	B	Contract Information				Previous Estimate		Work Completed		I	J	K
		C	D	E	F	F1	F2	G	H			
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of bid item (C x E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E x G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
1	MOBILIZATION	1.00	LUMP SUM	190,171.88	190,171.88	1.00	190,171.88	1.00	190,171.88		190,171.88	100%
2	CLEARING	7.00	TREE	321.26	2,248.82	10.00	3,212.60	10.00	3,212.60		3,212.60	143%
3	GRUBBING	7.00	TREE	107.09	749.63	10.00	1,070.90	10.00	1,070.90		1,070.90	143%
4	REMOVE STRUCTURE	9.00	EACH	374.81	3,373.29	8.00	2,998.48	8.00	2,998.48		2,998.48	89%
5	REMOVE HYDRAUNT	11.00	EACH	428.35	4,711.85	10.00	4,283.50	10.00	4,283.50		4,283.50	91%
6	REMOVE SIGN	14.00	EACH	26.77	374.78	33.00	883.41	33.00	883.41		883.41	236%
7	REMOVE CONCRETE CURB & GUTTER	2,072.00	LIN FT	7.29	15,104.88	2,371.00	17,284.59	2,371.00	17,284.59		17,284.59	114%
8	REMOVE BITUMINOUS CURB	9,850.00	LIN FT	1.07	10,559.50	1,585.00	1,695.95	1,585.00	1,695.95		1,695.95	16%
9	REMOVE PIPE SEWERS	150.00	LIN FT	21.42	3,213.00	173.00	3,705.66	173.00	3,705.66		3,705.66	115%
10	REMOVE WATERMAIN	4,491.00	LIN FT	3.21	14,416.11	4,578.00	14,695.38	4,578.00	14,695.38		14,695.38	102%
11	REMOVE CONCRETE PAVEMENT	5,276.00	SQ FT	1.51	7,966.76	11,422.00	17,247.22	11,422.00	17,247.22		17,247.22	216%
12	REMOVE POLES	2.00	EACH	535.44	1,070.88	-	-	-	-		-	-
13	SALVAGE & RESTORE IRRIGATION SYSTEM	11.00	EACH	481.90	5,300.90	11.00	5,300.90	11.00	5,300.90		5,300.90	100%
14	FURNISH AND INSTALL SPRINKLER HEAD	117.00	EACH	139.21	16,287.57	47.00	6,542.87	47.00	6,542.87		6,542.87	40%
15	SALVAGE & REINSTALL MEDIAN DELINEATORS	105.00	LIN FT	107.09	11,244.45	105.00	11,244.45	105.00	11,244.45		11,244.45	100%
16	SALVAGE & REINSTALL SIGN	35.00	EACH	160.63	5,622.05	16.00	2,570.08	16.00	2,570.08		2,570.08	46%
17	SALVAGE & REINSTALL FENCE	40.00	LIN FT	53.54	2,141.60	45.26	2,423.22	45.26	2,423.22		2,423.22	113%
18	SALVAGE & REINSTALL GATE	1.00	EACH	2,891.38	2,891.38	1.00	2,891.38	1.00	2,891.38		2,891.38	100%
19	COMMON EXCAVATION (CV) (P)	9,962.00	CU YD	27.83	277,242.46	9,962.00	277,242.46	9,962.00	277,242.46		277,242.46	100%
20	SUBGRADE EXCAVATION (EV)	800.00	CU YD	27.83	22,264.00	394.00	10,965.02	394.00	10,965.02		10,965.02	49%
21	POND EXCAVATION (EV)	457.00	CU YD	21.42	9,788.94	458.00	9,810.36	458.00	9,810.36		9,810.36	100%
22	EXPLORATORY EXCAVATION	10.00	HOURS	535.44	5,354.40	-	-	-	-		-	-
23	SELECT GRANULAR BORROW (CV)	800.00	CU YD	23.38	18,704.00	387.00	9,048.06	387.00	9,048.06		9,048.06	48%
24	SALVAGED AGGREGATE FROM STOCKPILE (CV) (P)	4,022.00	CU YD	13.21	53,130.62	7,200.00	95,112.00	7,200.00	95,112.00		95,112.00	179%
25	AGGREGATE SURFACING (CV) CLASS 2	30.00	CU YD	67.47	2,024.10	14.00	944.58	14.00	944.58		944.58	47%
26	RANDOM RIPRAP CLASS IV	55.00	CU YD	128.51	7,066.05	45.50	5,847.21	45.50	5,847.21		5,847.21	83%
27	FULL DEPTH RECLAMATION (10')	28,159.00	SQ YD	1.30	36,606.70	39,816.00	51,760.80	39,816.00	51,760.80		51,760.80	141%
28	BITUMINOUS PATCH SPECIAL (DRIVEWAY/TRAIL)	875.00	SQ YD	33.89	29,653.75	1,577.40	53,458.09	1,577.40	53,458.09		53,458.09	180%
29	BITUMINOUS PATCH SPECIAL (STREET)	11,996.00	SQ YD	31.33	375,834.68	8,862.00	277,646.46	8,862.00	277,646.46		277,646.46	74%
30	MILL BITUMINOUS SURFACE (TAPER 1.25" - 0')	168,680.00	LIN FT	0.54	91,087.20	152,110.00	82,139.40	152,110.00	82,139.40		82,139.40	90%
31	MILL BITUMINOUS SURFACE (1.5")	11,406.00	SQ YD	1.38	15,740.28	11,318.00	15,618.84	11,318.00	15,618.84		15,618.84	94%
32	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	26,669.00	TON	84.57	2,272,311.33	24,005.00	2,030,102.85	25,309.00	2,140,382.13		2,140,382.13	94%
33	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2.C)	4,220.00	TON	78.37	330,721.40	4,416.50	346,121.11	4,416.50	346,121.11		346,121.11	105%
34	CONCRETE FLOUSE	3.00	EACH	535.44	1,606.32	3.00	1,606.32	3.00	1,606.32		1,606.32	100%
35	24" RC PIPE (WITH TRASH GUARD)	2.00	EACH	4,283.52	8,567.04	2.00	8,567.04	2.00	8,567.04		8,567.04	100%
36	12" RC PIPE SEWER CLASS V	95.00	LIN FT	66.93	6,358.35	87.00	5,822.91	87.00	5,822.91		5,822.91	92%
37	15" RC PIPE SEWER CLASS V	190.00	LIN FT	74.96	14,242.40	192.00	14,392.32	192.00	14,392.32		14,392.32	101%
38	21" RC PIPE SEWER CLASS V	363.00	LIN FT	94.24	34,209.12	363.00	34,209.12	363.00	34,209.12		34,209.12	100%
39	24" RC PIPE SEWER CLASS V	148.00	LIN FT	128.51	19,019.48	148.00	19,019.48	148.00	19,019.48		19,019.48	100%
40	BULKHEAD STORM PIPE	4.00	EACH	267.72	1,070.88	5.00	1,338.60	5.00	1,338.60		1,338.60	125%
41	CONNECT TO EXISTING STORM SEWER	8.00	EACH	1,606.32	12,850.56	9.00	14,456.88	9.00	14,456.88		14,456.88	113%
42	FILL & ABANDON PIPE	208.00	LIN FT	19.28	4,010.24	140.00	2,699.20	140.00	2,699.20		2,699.20	67%
43	SANITARY SEWER SERVICE REPAIR	5.00	EACH	1,070.88	5,354.40	10.00	10,708.80	10.00	10,708.80		10,708.80	200%
44	SANITARY SEWER SERVICE REPAIR (ROOT DAMAGE)	6.00	EACH	1,070.88	6,425.28	17.00	18,204.96	17.00	18,204.96		18,204.96	283%
45	TEMPORARY WATER SERVICE	1.00	EACH	26,771.99	26,771.99	1.00	26,771.99	1.00	26,771.99		26,771.99	100%
46	CONNECT TO EXISTING WATER SERVICE	57.00	EACH	1,177.97	67,144.29	56.00	65,966.32	56.00	65,966.32		65,966.32	98%
47	CONNECT TO EXISTING WATERMAIN	4.00	EACH	2,677.20	10,708.80	4.00	10,708.80	4.00	10,708.80		10,708.80	100%

Unit Price

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	071.128082
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	071.128082
Contractor:	North Valley Inc.	Contractor's Project No.:	
Project:	2023 Street Improvements Project	Agency's Project No.:	
Contract:			

Application No.: 9				Application Period: From 06/08/24 to 08/12/24				Application Date: 08/12/24					
A	B	C		D		E	F	G		H	I	J	K
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (F X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (H + I)	% of Value of Item (I / J)	
48	ADJUST VALVE BOX	70.00	EACH	240.95	16,866.50	36.00	8,674.20	36.00	8,674.20		8,674.20	51%	
49	REMOVE & REPLACE VALVE BOX	14.00	EACH	1,981.13	27,735.82	6.00	11,886.78	6.00	11,886.78		11,886.78	43%	
50	6" WATERMAIN DUCTILE IRON CL 52	150.00	LIN FT	74.96	11,244.00	162.00	12,143.52	162.00	12,143.52		12,143.52	108%	
51	8" WATERMAIN DUCTILE IRON CL 52	3,607.00	LIN FT	91.02	328,309.14	3,793.00	345,238.86	3,804.00	346,240.08		346,240.08	105%	
52	10" WATERMAIN DUCTILE IRON CL 52	715.00	LIN FT	101.73	72,736.95	676.00	68,769.48	676.00	68,769.48		68,769.48	95%	
53	6" GATE VALVE & BOX	10.00	EACH	2,516.57	25,165.70	10.00	25,165.70	10.00	25,165.70		25,165.70	100%	
54	8" GATE VALVE & BOX	7.00	EACH	3,533.90	24,737.30	9.00	31,805.10	9.00	31,805.10		31,805.10	129%	
55	10" GATE VALVE & BOX	2.00	EACH	4,926.05	9,852.10	2.00	9,852.10	2.00	9,852.10		9,852.10	100%	
56	HYDRANT	10.00	EACH	7,228.44	72,284.40	10.00	72,284.40	10.00	72,284.40		72,284.40	100%	
57	WATERMAIN FITTINGS	2,480.00	POUND	12.85	31,868.00	2,281.00	29,310.85	2,281.00	29,310.85		29,310.85	92%	
58	ADJUST CASTING (MANHOLE)	164.00	EACH	408.93	67,064.52	154.00	62,975.22	154.00	62,975.22		62,975.22	94%	
59	ADJUST CASTING (CATCH BASIN)	29.00	EACH	626.46	18,167.34	33.00	20,673.18	33.00	20,673.18		20,673.18	114%	
60	CASTING ASSEMBLY	21.00	EACH	1,247.57	26,198.97	21.00	26,198.97	21.00	26,198.97		26,198.97	100%	
61	CONSTRUCT DRAINAGE STRUCTURE (2'X3')	49.90	LIN FT	540.79	26,985.42	46.70	25,254.89	46.70	25,254.89		25,254.89	94%	
62	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	28.00	LIN FT	685.36	19,190.08	28.00	19,190.08	28.00	19,190.08		19,190.08	100%	
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	19.90	LIN FT	733.55	14,597.65	23.60	17,311.78	23.60	17,311.78		17,311.78	119%	
64	CONSTRUCT DRAINAGE SKIMMER STRUCTURE (72")	1.00	LUMP SUM	18,204.95	18,204.95	1.00	18,204.95	1.00	18,204.95		18,204.95	100%	
65	4" CONCRETE WALK	1,743.00	SQ FT	5.35	9,325.05	1,358.00	7,265.30	1,358.00	7,265.30		7,265.30	78%	
66	6" CONCRETE WALK	4,248.00	SQ FT	6.43	27,314.64	2,585.00	16,621.55	2,585.00	16,621.55		16,621.55	61%	
67	CONCRETE DRIVEWAY PAVEMENT	12,799.00	SQ FT	7.50	95,992.50	11,992.25	89,941.88	11,992.25	89,941.88		89,941.88	94%	
68	CONCRETE CURB & GUTTER DESIGN B412	9,314.00	LIN FT	17.13	159,548.82	9,232.00	158,144.16	9,232.00	158,144.16		158,144.16	99%	
69	CONCRETE CURB & GUTTER DESIGN B618	1,105.00	LIN FT	27.84	30,763.20	1,352.00	37,639.68	1,352.00	37,639.68		37,639.68	122%	
70	CONCRETE CURB & GUTTER DESIGN SPECIAL	1,250.00	LIN FT	27.84	34,800.00	889.00	24,749.76	889.00	24,749.76		24,749.76	71%	
71	7" CONCRETE VALLEY GUTTER	844.00	SQ FT	16.06	13,554.64	603.00	9,684.18	603.00	9,684.18		9,684.18	71%	
72	TRUNCATED DOWNS	546.00	SQ FT	53.54	29,232.84	474.00	25,377.96	474.00	25,377.96		25,377.96	87%	
73	BITUMINOUS CURB	9,950.00	LIN FT	3.21	31,939.50	2,050.00	6,580.50	2,050.00	6,580.50		6,580.50	21%	
74	RELOCATE MAILBOX	64.00	EACH	187.40	11,993.60	64.00	11,993.60	64.00	11,993.60		11,993.60	100%	
75	TRAFFIC CONTROL	1.00	LUMP SUM	16,491.55	16,491.55	1.00	16,491.55	1.00	16,491.55		16,491.55	100%	
76	SIGN PANELS TYPE C	156.00	SQ FT	58.90	9,188.40	53.00	3,121.70	53.00	3,121.70		3,121.70	34%	
77	STABILIZED CONSTRUCTION EXIT	3.00	EACH	535.44	1,606.32	1.00	535.44	1.00	535.44		535.44	33%	
78	STORM DRAIN INLET PROTECTION	23.00	EACH	240.95	5,541.85	4.00	963.80	4.00	963.80		963.80	17%	
79	SILT FENCE, TYPE MS	1,778.00	LIN FT	1.98	3,520.44	1,006.00	1,991.88	1,006.00	1,991.88		1,991.88	57%	
80	SEDIMENT CONTROL LOG TYPE WOOD CHIP	170.00	LIN FT	3.21	545.70	359.00	1,152.39	359.00	1,152.39		1,152.39	21%	
81	COMMON TOPSOIL BORROW (LV)	1,045.00	CU YD	49.97	52,218.65	1,599.00	79,802.03	1,734.00	86,647.98		86,647.98	166%	
82	FERTILIZER TYPE 3	963.00	POUND	1.07	1,030.41	2,030.00	2,172.10	2,030.00	2,172.10		2,172.10	211%	
83	SEEDING	2.90	ACRE	428.35	1,242.22	5.80	2,484.43	5.80	2,484.43		2,484.43	200%	
84	SEED MIXTURE 25-151	754.00	POUND	5.14	3,875.56	1,653.00	8,496.42	1,653.00	8,496.42		8,496.42	219%	
85	SEED MIXTURE 35-641	6.00	POUND	42.56	255.36	7.00	297.92	7.00	297.92		297.92	117%	
86	HYDRAULIC BONDED FIBER MATRIX	9,623.00	ACRE	1.45	13,953.35	22,500.00	32,625.00	22,500.00	32,625.00		32,625.00	234%	
87	LANDSCAPING MULCH	5.00	CU YD	69.61	348.05	5.00	348.05	5.00	348.05		348.05	100%	
88	24" SOLID LINE MULTI-COMPONENT (WHITE)	67.00	LIN FT	6.96	466.32	99.00	689.04	131.00	911.76		911.76	196%	
89	CROSSWALK MULTI-COMPONENT (WHITE)	678.00	SO FT	5.89	3,993.42	414.00	2,438.46	648.00	3,816.72		3,816.72	96%	
90	PAVEMENT MESSAGE MULTI-COMPONENT	1.00	EACH	107.09	107.09	1.00	107.09	1.00	107.09		107.09	100%	
Original Contract Totals				\$	\$ 5,433,358.71	\$	\$ 5,135,268.38	\$	\$ 5,254,895.81	\$	\$ 5,254,895.81	97%	

Unit Price

Owner: City of Elk River
Engineer: Bolton & Menk, Inc.
Contractor: North Valley Inc.
Project: 2023 Street Improvements Project
Contract:

Owner's Project No.: 081.128082
Engineer's Project No.: 081.128082
Contractor's Project No.:
Agency's Project No.:

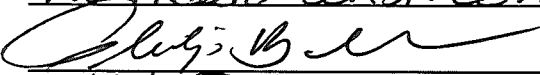
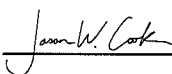
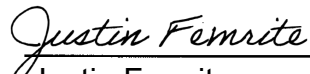
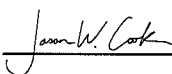
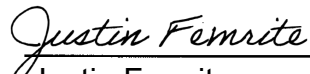
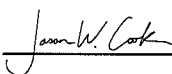
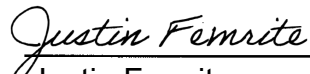
Contractor's Application for Payment

Application No.: 9				Application Period: From 06/08/24 to 08/12/24				Application Date: 08/12/24				
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
						Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Change Orders												
CO-1	WATSON CIRCLE PATCH	1.00	LUMP SUM	8,483.45	8,483.45	1.00	8,483.45	1.00	8,483.45		8,483.45	100%
CO-2.1	REMOVE 12" STORM PIPE	271.00	LIN FT	23.00	6,233.00	271.00	6,233.00	271.00	6,233.00		6,233.00	100%
CO-2.2	18" RCP STORM PIPE	271.00	LIN FT	96.00	26,016.00	271.00	26,016.00	271.00	26,016.00		26,016.00	100%
CO-2.3	CONNECT TO EX MH	2.00	EACH	4,025.00	8,050.00	2.00	8,050.00	2.00	8,050.00		8,050.00	100%
CO-2.4	BITUMINOUS STREET PATCH	400.00	SQ YD	31.33	12,532.00	400.00	12,532.00	400.00	12,532.00		12,532.00	100%
CO-2.5	REMOVE & REPLACE CURB & GUTTER	20.00	LIN FT	35.13	702.60		-		-		-	
CO-2.6	MOBILIZATION	1.00	LUMP SUM	9,125.00	9,125.00	1.00	9,125.00	1.00	9,125.00		9,125.00	100%
CO-2.7	TRAFFIC CONTROL	1.00	LUMP SUM	450.00	450.00	1.00	450.00	1.00	450.00		450.00	100%
CO-2.8	GRADED CASTING LID	1.00	EACH	397.35	397.35	1.00	397.35	1.00	397.35		397.35	100%
CO-2.9	CLEAR & GRUB TREE	4.00	EACH	675.00	2,700.00	4.00	2,700.00	4.00	2,700.00		2,700.00	100%
CO-2.10	R-3501-TB CASTING ASSEMBLY	2.00	EACH	512.00	1,024.00	2.00	1,024.00	2.00	1,024.00		1,024.00	100%
CO-3.1	MOBILIZATION	1.00	LUMP SUM	25,050.99	25,050.99	0.75	18,788.24	1.00	25,050.99		25,050.99	100%
CO-3.2	REMOVE CONCRETE CURB & GUTTER	239.00	LIN FT	20.58	4,918.62	107.00	2,202.06	442.00	9,096.36		9,096.36	185%
CO-3.3	REMOVE BITUMINOUS PAVEMENT	3,614.00	SQ YD	4.03	14,564.42	3,448.87	13,898.95	3,669.00	14,786.07		14,786.07	102%
CO-3.4	REMOVE CONCRETE PAVEMENT	435.00	SQ FT	4.11	1,787.85	194.00	797.34	739.00	3,037.29		3,037.29	170%
CO-3.5	SALVAGE & REINSTALL LANDSCAPING WALL	15.00	LF	43.81	657.15	15.00	657.15	15.00	657.15		657.15	100%
CO-3.6	COMMON EXCAVATION (CV) (P)	799.00	CU YD	34.18	27,309.82	799.00	27,309.82	799.00	27,309.82		27,309.82	100%
CO-3.7	AGGREGATE BASE CLASS 5	776.00	CU YD	58.31	45,248.56	843.57	49,188.57	844.00	49,213.64		49,213.64	109%
CO-3.8	BITUMINOUS PATCH SPECIAL (DRIVEWAY/TRAIL)	3,981.00	SQ YD	17.06	67,915.86	3,536.25	60,328.43	3,536.25	60,328.43		60,328.43	89%
CO-3.9	MILL BITUMINOUS SURFACE (1.5")	2,082.00	SQ YD	6.29	13,095.78	222.70	1,400.78	1,462.00	9,195.98		9,195.98	70%
CO-3.10	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	175.00	TON	133.35	23,336.25	63.13	8,418.39	396.68	52,897.28		52,897.28	227%
CO-3.11	6" PVC PIPE DRAIN	55.00	LF	40.53	2,229.15	55.00	2,229.15	55.00	2,229.15		2,229.15	100%
CO-3.12	ADJUST CASTING (MANHOLE)	2.00	EACH	1,204.84	2,409.68		-	1.00	1,204.84		1,204.84	50%
CO-3.13	ADJUST CASTING (CATCH BASIN)	1.00	EACH	711.95	711.95		-		-		-	
CO-3.14	4" CONCRETE WALK	135.00	SQ FT	16.43	2,218.05	96.00	1,577.28	474.00	7,787.82		7,787.82	351%
CO-3.15	6" CONCRETE WALK	300.00	SQ FT	27.38	8,214.00	98.00	2,683.24	408.00	11,171.04		11,171.04	136%
CO-3.16	CONCRETE CURB & GUTTER DESIGN B618	239.00	LIN FT	38.34	9,163.26	107.00	4,102.38	400.00	15,336.00		15,336.00	167%
CO-3.17	TRUNCATED DOMES	40.00	SQ FT	54.77	2,190.80	8.00	438.16	68.00	3,724.36		3,724.36	170%
CO-3.18	TRAFFIC CONTROL	1.00	LUMP SUM	2,628.73	2,628.73	1.00	2,628.73	1.00	2,628.73		2,628.73	100%
CO-3.19	COMMON TOPSOIL BORROW (LV)	205.00	CU YD	58.05	11,900.25	64.00	3,715.20	238.00	13,815.90		13,815.90	116%
CO-3.20	FERTILIZER TYPE 3	175.00	POUND	1.30	227.50		-	283.00	367.90		367.90	162%
CO-3.21	SEEDING	0.50	ACRE	328.60	164.30		-	0.81	266.17		266.17	162%
CO-3.22	SEED MIXTURE 25-151	150.00	POUND	9.85	1,477.50		-	225.00	2,216.25		2,216.25	150%
CO-3.23	HYDRAULIC BONDED FIBER MATRIX	1,750.00	POUND	1.85	3,237.50		-	2,550.00	4,717.50		4,717.50	146%
CO-3.24	4" SOLID LINE MULTI-COMPONENT (WHITE)	655.00	LIN FT	3.94	2,580.70	30.00	118.20	403.00	1,587.82		1,587.82	62%
CO-3.25	PAVEMENT MARKING SPECIAL	9.00	SF	26.29	236.61	4.50	118.31	8.93	234.77		234.77	99%
CO-3.26	SANITARY SEWER SERVICE REPAIR	1.00	EACH	7,393.20	7,393.20	1.00	7,393.20	1.00	7,393.20		7,393.20	100%
CO-3.27	ALT 1. SITE 3 OVERLAY TRAIL 2.5"	480.00	SY	24.77	11,889.60		-		-		-	
CO-3.28	ALT 1. SITE 3 REMOVE-REPLACE TRAIL W/ CLS & BIT	480.00	SY	37.88	18,182.40		-		-		-	
Change Order Totals				\$	386,653.88	\$	283,004.38	\$	401,265.26	\$	401,265.26	104%
Original Contract and Change Orders				\$	5,419,272.76	\$	5,419,272.76	\$	5,656,161.07	\$	5,656,161.07	97%
Project Totals				\$	5,820,012.99	\$	5,418,272.76	\$	5,656,161.07	\$	5,656,161.07	97%

Unit Price

EJCDC C-620 Contractor's Application for Payment
(c) 2018 National Society of Professional Engineers for EJCDC. All rights reserved.

Contractor's Application for Payment

Owner: <u>City of Elk River</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Northdale Construction Company</u> Project: <u>Rolling Hills Sewer Extension</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OR1.129209</u> Agency's Project No.: _____																																	
Application No.: <u>6</u> Application Date: <u>7/31/2024</u>																																		
Application Period: From <u>6/1/2024</u> to <u>7/31/2024</u>																																		
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">1. Original Contract Price</td><td style="width: 5%; text-align: right;">\$</td><td style="width: 35%; text-align: right;">1,711,923.51</td></tr><tr><td>2. Net change by Change Orders</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td>3. Current Contract Price (Line 1 + Line 2)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,711,923.51</td></tr><tr><td>4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,535,543.21</td></tr><tr><td>5. Retainage</td><td></td><td></td></tr><tr><td> a. <u>2%</u> X <u>\$ 1,535,543.21</u> Work Completed</td><td style="text-align: right;">\$</td><td style="text-align: right;">30,710.86</td></tr><tr><td> b. _____ X <u>\$ -</u> Stored Materials</td><td style="text-align: right;">\$</td><td style="text-align: right;">-</td></tr><tr><td> c. Total Retainage (Line 5.a + Line 5.b)</td><td style="text-align: right;">\$</td><td style="text-align: right;">30,710.86</td></tr><tr><td>6. Amount eligible to date (Line 4 - Line 5.c)</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,504,832.35</td></tr><tr><td>7. Less previous payments</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,366,494.27</td></tr><tr><td>8. Amount due this application</td><td style="text-align: right;">\$</td><td style="text-align: right;">138,338.08</td></tr></table>		1. Original Contract Price	\$	1,711,923.51	2. Net change by Change Orders	\$	-	3. Current Contract Price (Line 1 + Line 2)	\$	1,711,923.51	4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	1,535,543.21	5. Retainage			a. <u>2%</u> X <u>\$ 1,535,543.21</u> Work Completed	\$	30,710.86	b. _____ X <u>\$ -</u> Stored Materials	\$	-	c. Total Retainage (Line 5.a + Line 5.b)	\$	30,710.86	6. Amount eligible to date (Line 4 - Line 5.c)	\$	1,504,832.35	7. Less previous payments	\$	1,366,494.27	8. Amount due this application	\$	138,338.08
1. Original Contract Price	\$	1,711,923.51																																
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7. Less previous payments	\$	1,366,494.27																																
8. Amount due this application	\$	138,338.08																																
Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																																		
Contractor: <u>Northdale Const. Co. Inc.</u>																																		
Signature: <u></u>	Date: <u>8-1-2024</u>																																	
Name: <u>Philip B. Lesnar</u>	Title: <u>President</u>																																	
<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; vertical-align: top;">Recommended by Engineer By: <u></u> Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>7/31/2024</u></td><td style="width: 50%; vertical-align: top;">Approved by Owner By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>8-12-24</u></td></tr></table>		Recommended by Engineer By: <u></u> Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>7/31/2024</u>	Approved by Owner By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>8-12-24</u>																															
Recommended by Engineer By: <u></u> Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>7/31/2024</u>	Approved by Owner By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>8-12-24</u>																																	

Code: 406-4-8040-4530

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.129209
Contractor:	Northdale Construction Company	Agency's Project No.:	
Project:	Rolling Hills Sewer Extension		
Contract:			

Application No.: 6		Application Period: From 06/01/24 to 07/31/24		Application Date: 07/31/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
			Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Original Contract												
1	MOBILIZATION	1.00	LUMP SUM	42,034.75	42,034.75	0.75	31,526.06	1.00	42,034.75		42,034.75	100%
2	TRAFFIC CONTROL	1.00	LUMP SUM	12,600.00	12,600.00	1.00	12,600.00	1.00	12,600.00		12,600.00	100%
3	REMOVE FENCE	60.00	LF	42.00	2,520.00	60.00	2,520.00	60.00	2,520.00		2,520.00	100%
4	REMOVE SAND FILTER MEDIA	310.00	CU YD	70.00	21,700.00	-	-	266.30	18,641.00		18,641.00	86%
5	REMOVE UNDERGROUND TANK	2.00	EACH	10,000.00	20,000.00	-	-	2.00	20,000.00		20,000.00	100%
6	REMOVE AND REPLACE CURB & GUTTER	120.00	LF	57.25	6,870.00	-	-	-	-		-	
7	REMOVE VALVE VAULT	2.00	EACH	10,000.00	20,000.00	-	-	2.00	20,000.00		20,000.00	100%
8	SALVAGE CONTROL PANEL	1.00	LUMP SUM	1,995.00	1,995.00	-	-	1.00	1,995.00		1,995.00	100%
9	COMMON BORROW	440.00	CU YD	44.40	19,536.00	-	-	247.80	11,002.32		11,002.32	56%
10	EXPLORATORY EXCAVATION	10.00	HOURS	1,562.50	15,625.00	8.15	12,734.38	8.15	12,734.38		12,734.38	82%
11	DEWATERING	1.00	LUMP SUM	36,750.00	36,750.00	1.00	36,750.00	1.00	36,750.00		36,750.00	100%
12	BITUMINOUS PATCH (STREET)	1,580.00	SQ YD	78.79	124,488.20	165.41	13,032.65	165.41	13,032.65		13,032.65	10%
13	BITUMINOUS PATCH (TRAIL)	110.00	SQ YD	64.37	7,080.70	-	-	-	-		-	
14	AGGREGATE SURFACING CLASS 2	60.00	CU YD	50.85	3,051.00	-	-	-	-		-	
15	ADJUST FRAME & RING CASTING	2.00	EACH	750.00	1,500.00	-	-	-	-		-	
16	7" CONCRETE PAVEMENT	760.00	SQ FT	19.08	14,500.80	681.00	12,993.48	681.00	12,993.48		12,993.48	90%
17	12" CONCRETE PAVEMENT	260.00	SQ FT	55.83	14,515.80	126.00	7,034.58	126.00	7,034.58		7,034.58	48%
18	8' CHAIN LINK FENCE AND GATES	84.00	LF	174.93	14,694.12	-	-	-	-		-	
19	BOLLARD	2.00	EACH	1,260.00	2,520.00	-	-	-	-		-	
20	CONNECT TO EXISTING FORCE MAIN	1.00	EACH	2,625.78	2,625.78	1.00	2,625.78	1.00	2,625.78		2,625.78	100%
21	CONNECT TO EXISTING SANITARY SEWER MANHOLE (CORE &	1.00	EACH	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00		4,200.00	100%
22	1.5" SANITARY FORCEMAIN HDPE DR 11 (TRENCHLESS)	175.00	LF	51.37	8,989.75	160.00	8,219.20	160.00	8,219.20		8,219.20	91%
23	4" SANITARY FORCEMAIN (TRENCHLESS)	23,650.00	LF	24.41	577,296.50	23,606.00	576,222.46	23,606.00	576,222.46		576,222.46	100%
24	CONSTRUCT LIFT STATION AND VALVE VAULT	1.00	LUMP SUM	419,929.70	419,929.70	1.00	419,929.70	1.00	419,929.70		419,929.70	100%
25	ELECTRICAL GENERATOR	1.00	LUMP SUM	42,000.00	42,000.00	1.00	42,000.00	1.00	42,000.00		42,000.00	100%
26	AIR RELIEF MANHOLE	8.00	EACH	22,712.50	181,700.00	8.00	181,700.00	8.00	181,700.00		181,700.00	100%
27	CLEANOUT MANHOLE	1.00	EACH	21,637.50	21,637.50	1.00	21,637.50	1.00	21,637.50		21,637.50	100%
28	MANHOLE ODOR CONTROL FILTER	1.00	EACH	2,515.63	2,515.63	-	-	1.00	2,515.63		2,515.63	100%
29	STORM DRAIN INLET PROTECTION	4.00	EACH	350.04	1,400.16	4.00	1,400.16	4.00	1,400.16		1,400.16	100%
30	FERTILIZER TYPE 3	420.00	POUND	0.89	373.80	350.00	311.50	400.00	356.00		356.00	95%
31	SEEDING	1.20	ACRE	1,312.50	1,575.00	1.98	2,598.75	2.48	3,255.00		3,255.00	207%
32	SEEDING MIXTURE 25-151	360.00	POUND	3.36	1,209.60	500.00	1,680.00	650.00	2,184.00		2,184.00	181%
33	EROSION CONTROL BLANKETS CATEGORY 3N	5,808.00	SY	1.52	8,828.16	5,887.50	8,949.00	5,887.50	8,949.00		8,949.00	101%
34	LOAM TOPSOIL BORROW (LV)	968.00	CU YD	46.92	45,418.56	621.00	29,137.32	861.00	40,398.12		40,398.12	89%
35	SEDIMENT CONTROL LOG TYPE WOOD FIBER	2,100.00	LF	3.57	7,497.00	2,380.00	8,496.60	2,380.00	8,496.60		8,496.60	113%
36	4" SOLID LINE MULTI COMP	900.00	LF	3.05	2,745.00	38.00	115.90	38.00	115.90		115.90	4%
		-	-	-	-				-		-	
Original Contract Totals					\$ 1,711,923.51		\$ 1,438,415.02		\$ 1,535,543.21	\$ -	\$ 1,535,543.21	90%

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES 2

TO OWNER: CITY OF ELK RIVER
13065 ORONO PARKWAY
ELK RIVER, MN 55330

PROJECT: Public Safety Reroof
Address: ELK RIVER, MN

APPLICATION NO 2231-RET

Distribution to:

OWNER

ARCHITECT

X CONTRACTOR

PERIOD TO: 10/31/2023

FROM SUBCONTRACTOR:

GRANITE CITY ROOFING INC

PO BOX 1482

ST CLOUD MN 56302-1482

CONTRACT FOR:

CONTRACT DATE January 17, 2023

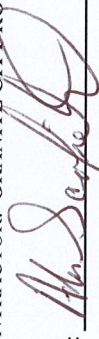
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$ 613,798.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 613,798.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 613,798.00
5. RETAINAGE:
 - a. 5% of Completed Work (Column D + E on G703) \$ 0.00
 - b. % of Stored Material (Column F on G703) \$Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 613,798.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 583,108.10
8. CURRENT PAYMENT DUE \$ 30,689.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: GRANITE CITY ROOFING INC.

By:  State of: Minnesota
Subscribed and sworn to before me this 1st day of November, 2023
Notary Public:  My Commission expires: 1-31-2028
Date: November 1, 2023
NOTARY PUBLIC - STATE OF MINNESOTA
My Comm. Exp. 01/31/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

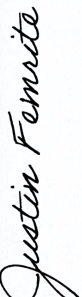
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA® - © 1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Approved: 

Code:

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF PAGES 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2231-RET

Contractor's signed certification is attached.

APPLICATION DATE: 10/31/2023

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: November 1, 2023

Use Column I on Contracts where variable retainage for line items may apply.

Project: Public Safety Reroof, Elk River MN

PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE (C - G)	I RETAINAGE (IF VARIABLE RATE) 5.0%
1	NAME OF ITEM: MOBILIZATION	\$ 24,500.00	\$ 24,500.00	\$ -	\$ -	\$ 24,500.00	\$ -	\$ 1,225.00
2	NAME OF ITEM: ROOFING MATERIAL	\$211,282.00	\$ 211,282.00	\$ -	\$ -	\$ 211,282.00	\$ -	\$ 10,564.10
3	NAME OF ITEM: ROOFING LABOR	\$230,000.00	\$ 230,000.00	\$ -	\$ -	\$ 230,000.00	\$ -	\$ 11,500.00
4	NAME OF ITEM: SHEET METAL MATERIAL	\$ 56,500.00	\$ 56,500.00	\$ -	\$ -	\$ 56,500.00	\$ -	\$ 2,825.00
5	NAME OF ITEM: SHEET METAL LABOR	\$ 32,500.00	\$ 32,500.00	\$ -	\$ -	\$ 32,500.00	\$ -	\$ 1,625.00
6	NAME OF ITEM: SUBCONTRACTORS	\$ 45,516.00	\$ 45,516.00	\$ -	\$ -	\$ 45,516.00	\$ -	\$ 2,275.80
7	NAME OF ITEM: BONDING	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 375.00
8	NAME OF ITEM: WARRANTY	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 300.00
9	NAME OF ITEM:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10	CHANGE ORDERS (IF APPLICABLE):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCHEDULED VALUE (INCLUDING CHANGE ORDERS)								
Total Labor:		\$332,516.00						
Total Materials:		\$281,282.00						
Total Tax:		\$ -						
Total Scheduled Value:		\$613,798.00						
GRAND TOTALS		\$613,798.00	\$ 613,798.00	\$ -	\$ -	\$ 613,798.00	\$ -	\$ 30,689.90

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



Request for Action

To
City Council

Item Number
4.5

Meeting Date
August 19, 2024

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

Item Description
FT Center 2025 Ice, Turf, and Room Rates

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the 2025 FT Center rate schedule as presented.

Background/Discussion

The City Council and Multipurpose Facility Advisory Commission held a joint Work Session to discuss the 2025 FT Center rate schedule. The following rate schedule is the result of their collaborative efforts:

Contracts

- Existing contracts with terms ending in 2024 will be extended to expire on December 31, 2024.
- Existing contracts with terms ending in 2025 or later will not be renewed.
- User groups will follow the established FT Center rate structure upon the sunset of contract terms.

Ice Rates

- Bronze Level User – Organizations/Individuals that purchased 0+ total hours in FYE 2023:
 - \$255/hr = Prime (September 1 – March 31)
 - \$204/hr = Non-Prime (April 1 – August 31)
 - \$128/hr = ISD 728 School Hours
- Silver Level User – Organizations/Individuals that purchased 200+ total hours in FYE 2023:
 - \$250/hr = Prime (September 1 – March 31)
 - \$184/hr = Non-Prime (April 1 – August 31)
 - \$128/hr = ISD 728 School Hours
- Gold Level User – Organizations/Individuals that purchased 800+ total hours in FYE 2023:
 - \$242/hr = Prime (September 1 – March 31)
 - \$153/hr = Non-Prime (April 1 – August 31)
 - \$128/hr = ISD 728 School Hours

Turf Rates

- \$180/hr = Prime (November 1 – April 30)
- \$130/hr = Non-Prime (May, September, and October)
- \$100/hr = ISD 728 School Hours

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- \$85/hr = Summer (June, July, and August)

Room Rates

- \$50/hr = Individual Party Room
- \$95/hr = Combined Party Room
- \$60/hour = Individual Meeting Room
- \$110/hour = Combined Meeting Room
- \$100/hour = Flex Space
- \$125/hour = Upper lobby
- Room rental fees can be waived for events using FT Center catering services with food/beverage order margins exceeding the room rate.

Financial Impact

The FT Center ice, turf, and room rental rates are a significant source of operational revenue for the FT Center budget.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

None



Request for Action

To
City Council

Item Number
6.1

Meeting Date
August 19, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by
Cal Portner
Tina Allard

Action Requested

Acting Mayor Wagner will recognize and present a plaque to the August Volunteer of the Month Award recipient.

Background/Discussion

The City of Elk River Volunteer of the Month Award program was established by Mayor Dietz as an opportunity to recognize Elk River residents for their volunteer contributions and commitments to community service.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
7.1

Meeting Date
August 19, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Ordinance 24-18 Regulating Yard Waste Disposal at the Compost Facility

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

- A. Open and close the public hearing.
- B. Adopt, by motion, Ordinance 24-18 amending Chapter 58, Solid Waste, regulating yard waste disposal.

Background/Discussion

The City Council reviewed and adopted Ordinance 24-11 at their May 6, 2024, meeting. The ordinance had errors and didn't align with the city code formatting. There are no substantive changes to the ordinance from what was proposed in the May 6, 2024, staff report.

The ordinance is being amended to create enforceable violations for illegally dumped material at the compost facility. A public hearing is required.

Financial Impact
N/A

Mission/Policy/Goal
Meet changing needs - agile.

Attachments

1. Ordinance 24-18 Regulate Waste Disposal at Comp Facility
2. May 6, 2024 Staff Report

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Ordinance 24 - 18

AN ORDINANCE AMENDING CHAPTER 58 - SOLID WASTE, OF THE CITY OF ELK RIVER, MINNESOTA, CITY CODE TO REGULATE YARD WASTE DISPOSAL

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

SECTION 1. Section 58-61 of the Elk River, Minnesota, City Code is hereby repealed and replaced in its entirety as follows:

Sec. 58-61. – Authorized Collectors.

No person shall collect refuse or recyclable materials within the city except the persons holding a contract with the City to do so. No person shall permit refuse to be picked up from their premises except by such a contractor.

SECTION 2. That **Section 58-39** of the Elk River River, Minnesota City Code is hereby created to read as follows:

Sec. 58-39. Compost Transfer Facility regulations.

- (a) *Acceptable materials.* The city will only accept yard waste and clean wood less than 6” in diameter at the City’s Compost Transfer Facility.
- (b) *Unacceptable materials.* The city will not accept the following items or similar items at the City’s Compost Transfer Facility:
 - Stumps;
 - Root balls;
 - Logs or branches greater than 6” in diameter;
 - Materials from outside of Sherburne County;
 - Non-organic materials, including but not limited to, rocks, concrete, or plastics;
 - Mixed municipal solid waste or solid waste;
 - Hazardous substances or chemicals; and
 - Dead animals.
- (c) *Prohibition.* No person shall illegally dump at the city’s Compost Transfer Facility.
- (d) *Penalties.*

(1) Any person violating this section shall be subject to the following penalties:

- a. Revocation of their Compost Transfer Facility access pass for a period of one year or until payment of the fine, whichever is shorter.
- b. Guilty of a misdemeanor and upon conviction shall be subject to the penalties for a misdemeanor as prescribed by state law.

(2) Upon a second violation of this section, a person's site access pass will be revoked for a period of one year regardless of payment of the fine and the person shall be issued a trespass notice for a period of one year.

(b) *Violation of Trespass Notice.* Any person found in the city's Compost Transfer Facility during the one-year period following issuance of a trespass notice will be issued a citation for trespassing on public property and receive a one-year extension of revocation of their site access pass.

SECTION 3. That this ordinance shall take effect upon adoption and publication as provided by law.

Passed and adopted by the City Council of the City of Elk River this 19th day of August, 2024.

ATTEST:

Tina Allard, City Clerk

John J. Dietz, Mayor



Request for Action

To
City Council

Item Number
7.1

Meeting Date
May 6, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Ordinance 24-11 Amendment: Compost Transfer Facility

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

1. Request to open and close the public hearing
2. Adopt, by motion, Ordinance amendment 24-11 to Section 58-31, Solid Waste
3. Approve, by motion, the Compost Transfer Facility Policy

Background/Discussion

The proposed ordinance changes reflect enforceable violations of illegally dumped materials at the Compost Transfer Facility and maintain consistency with the other Sherburne County Compost Transfer Facilities.

The Compost Transfer Facility Policy has been updated to reflect the proposed ordinance amendments and previously provided Council direction on site rules.

Financial Impact
N/A

Mission/Policy/Goal
Meet changing needs - Agile

Attachments

1. Ordinance Amendment: Solid Waste
2. Compost Transfer Facility Policy

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Ordinance 24 - ____

An Ordinance Amending Chapter 58, Solid Waste of the City of Elk River, Minnesota, City Code

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

SECTION 1. That § 58-31, Waste of the City of Elk River Code of Ordinances shall be amended to read as follows:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Blue Bag Organics program means the program used for SSO collection by means of placing SSO into Blue Bag Organics bags.

Clean wood means natural wood which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.

Collection means the aggregation of waste from the place at which it is generated and includes all activities up to the time when the waste is delivered to a waste facility.

Collector means any person who owns, operates or leases vehicles for the purposes of collection, conveyance, and transportation of any type of mixed municipal solid waste, recyclables and/or yard waste.

Compost means leaves, grass, grass clippings, compostable/organic garden debris and clippings from bushes and shrubs that do not exceed twenty (20) inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.

Door-side service means the hauler provides cart collection services from near the premises for those elderly and disabled customers determined unable to maneuver carts to the end of the driveway.

Garbage means organic waste resulting from the preparation of food and decayed and spoiled food from any source.

Hauler means a collector or transporter of mixed municipal solid waste recyclable materials and/or yard waste.

Illegal dumping means dumping or disposing of materials identified as unacceptable in Section 58-61 at the City of Elk River's Compost Transfer Facility.

Mixed municipal solid waste.

(1) Mixed municipal solid waste means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in subsection (2) of this definition.

(2) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams, but does include source-separated compostable materials.

State Law reference— Similar provisions, Minn. Stats. § 115A.03, subd. 21.

Multiple dwelling means any building used for residential purposes consisting of more than four dwelling units with individual kitchen facilities for each.

Recyclable materials means paper, plastic, tin cans, aluminum, motor oil, glass, and other metal goods, each separated or otherwise prepared, which are intended for transportation, processing and manufacturing reuse.

Recycling center means premises within the city approved by the council for receipt, storage, and processing of recyclable materials.

Refuse means discarded waste materials in a solid or semiliquid state consisting of garbage, rubbish or a combination thereof.

Rubbish means non-garbage solid waste such as tin cans, glass, paper, sweepings, clippings, ashes, etc.

Solid waste has the meaning given it in Minn. Stats. § 116.06, subd. 22.

Source separated organics (SSO) means food scraps and soiled paper but not yard wastes or inorganic materials such as recyclables and mixed municipal washes.

SECTION 2. That § 58-61, Compost Transfer Facility regulations of the City of Elk River Code of Ordinances shall be amended to read as follows:

- (a) *Acceptable materials.* The city will only accept yard waste and clean wood less than 20” in diameter at the City’s Compost Transfer Facility.
- (b) *Unacceptable materials.* The city will not accept the following items or similar items at the City’s Compost Transfer Facility:
- Stumps;
 - Root balls;
 - Logs or branches greater than 20” in diameter;
 - Materials from outside of Sherburne County;
 - Non-organic materials, including but not limited to, rocks, concrete, or plastics;
 - Mixed municipal solid waste or solid waste;
 - Hazardous substances or chemicals; and
 - Dead animals.
- (c) *Prohibition.* No person shall illegally dump at the city’s Compost Transfer Facility.
- (d) *Penalties.*
- (1) Any person violating this section shall be subject to the following penalties:
- a. A fine per the city’s fee schedule;
 - b. Revocation of their Compost Transfer Facility access pass for a period of one year or until payment of the fine, whichever is shorter.
- (2) Upon a second violation of this section, a person’s site access pass will be revoked for a period of one year regardless of payment of the fine and the person shall be issued a trespass notice for a period of one year.

Violation of Trespass Notice. Any person found in the city’s Compost Transfer Facility during the one-year period following issuance of a trespass notice will be issued a citation for trespassing on public property and receive a one-year extension of revocation of their site access pass.

SECTION 3. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 6th day of May, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**Compost Transfer
Facility Policy
5.6.2024**

Compost Transfer Facility Policy

Forward

The primary purpose of the Elk River compost transfer facility is to provide residents of Sherburne County with a means of disposal of yard waste, brush, organics recycling, and used oils. Four compost transfer facilities are operated throughout Sherburne County in Elk River, Zimmerman, Big Lake, and Becker. These facilities are available to all residents of Sherburne County and any site may be utilized using a standard access card common among the sites. Partial funding of the sites is provided by Sherburne County in the form of a SCORE grant with the remaining balance for each site funded by the respective cities.

These facilities provide residents of Sherburne County a convenient and free location for disposal of compostable materials. Material within the Elk River facility is divided into four categories; grass and leaves, brush and logs, organics recycling, and waste oil. Residents are required to separate their waste into the appropriate piles or storage containers to prevent contamination of each individual recycled material.

As a yard waste compost transfer facility, the city does not conduct any composting of the materials on site and does not provide processed compost materials to the public. Composting facilities are defined and regulated by the Minnesota Pollution Control Agency into 5 categories:

- Backyard composting – Utilized for homeowners to compost materials for their personal use. Does not require a permit.
- Organics drop-off sites – Community collection sites for disposal of household compostable food waste, utilized for collection and transport. Does not require a permit.
- Small compost sites – Small compost sites limited to 120 cubic yards of material for community gardens, universities, apartment buildings, commercial properties, etc. Does not require a permit.
- Yard waste compost transfer facility – Large scale collection site for yard waste to include leaves, grass clippings, vegetation, brush and logs. No composting is conducted on site, these sites are primarily utilized as collection areas for materials to be transported to a secondary site (yard waste compost facility) for processing. **Requires a permit.**
- Yard waste compost facility – Large scale sites utilized for processing yard waste into a suitable composted material. **Requires a permit.**

Elk River's site falls into two categories of compost facilities: organics drop-off site and yard waste compost transfer facility. In addition to these services, the site also houses a used oil collection container. The city contracts with outside vendors to remove collected materials from the facility which they then process into other recycled materials.

This policy is a summary of procedures and policies of the City as they relate to the compost transfer site operations.

Introduction

The City of Elk River hosts one of four Sherburne County compost transfer facilities. These facilities are free to residents of Sherburne County; however, residents must request a pass from one of the partnering cities to gain access to the sites. In addition to resident use, contractors performing landscape maintenance to include lawn mowing services may access the site utilizing the compost pass of the resident property owner whose property the work is performed on.

Funding of the site is largely provided through a Sherburne County SCORE grant with additional funding provided through the city's annual operating budget. Through this partnership with Sherburne County, the City assumes responsibility for the operations and maintenance of the site to include establishing contracts for the disposal of materials collected from the site. Daily maintenance of the site is conducted by public works staff to ensure the site remains clean of unauthorized materials, pile collected materials, and ensure safety of the site for its users.

1. **Yard waste** means leaves, grass, grass clippings, garden debris and clippings from bushes and shrubs that do not exceed 6 inches in diameter. This term does not include stumps, roots, or shrubs with intact root balls.
2. **Clean wood** means natural wood which has not been painted, varnished, or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.
3. **Illegal dumping** means dumping or disposing of any unacceptable materials, as defined in code, at the City of Elk River yard waste site.

Facility Operating Procedures

The Street and Park Superintendent or designee(s) is responsible for the overall operation and maintenance of the facility. Daily maintenance is conducted by public works staff Monday through Friday during scheduled shifts and may be conducted on weekends during the peak fall leaf drop season. Maintenance activities are tracked in the compost site logbook located in the public works breakroom. Daily maintenance includes:

- Removing garbage and other unauthorized materials from the piles of compostable material
- Separating piles of compostable material from brush and logs and pushing up piles
- Inspecting the waste oil drop off site and dumpsters
- Overall site inspection for hazards, signage, and damage

In addition to daily site maintenance, staff conducts weekly inspections of the oil drop site and dumpster area. Annually, or as needed, staff contracts with outside vendors to grind and transport brush and logs and transport grass and leaf waste to certified composting facilities.

Facility Rules

Use of the compost transfer facility is managed by the city under consistent rules set by the county and four managing cities. Rules for the four Sherburne County compost sites are consistent to ensure equity and compliance for all Sherburne County residents. These rules were established to ensure safety to the public utilizing the site, ensure the site remained open and free to residents, maintain consistency of all sites, and ensure compliance with state regulations for composting facilities. In addition, limitations on the types of acceptable materials were established to prevent damage to processing equipment and ensure an acceptable product for contracted vendors. Any parties found to be violating rules of the yard waste facility are subject to card deactivation.

Site Rules

- No vehicles over 19,500 GVW
- No chainsaw or equipment operation
- No smoking or fires permitted within the site
- No materials from outside Sherburne County.
- No commercial haulers, lawn and tree removal service providers must have the compost pass for whom they are performing the work to access the site

Acceptable Materials

- Yard waste
- Clean wood less than 25” in diameter

**If you are unsure whether material qualifies as acceptable material, please call Public Works at 763.635.1020*

Unacceptable Materials

- Stumps
- Root balls
- Logs or branches greater than 25” in diameter
- Materials from outside Sherburne County
- Non-organic materials, including but not limited to, rocks, concrete, or plastics
- Mixed municipal solid waste or solid waste
- Hazardous substances or chemicals
- Dead animals

Compost Transfer Facility Access Card

Sherburne County residents must obtain a compost pass from the city they are a resident of; if a township resident they should obtain a pass from the nearest compost facility. Residents may receive one free compost pass per resident which allows them to utilize all four county facilities. Passes may be obtained by contacting Elk River Public Works at 763-635-1120, online at <https://www.ElkRiverMN.gov/compost>, or at the city hall front desk during regular business hours. Phone and online pass requests will be mailed out the next business day. Replacement passes may be obtained with a \$5.00 fee.

The compost access card is a proximity card. Users must waive the card in front of the card reader located at the entrance to the compost facility. Upon departure from the facility, users must approach the site gate which will activate the gate allowing exit. Contractors performing work for residents of Sherburne County must utilize a compost access card of the resident they are performing work for. Each scan of the access card is recorded in a shared database through the county's software program. Any parties found to be violating rules of the yard waste facility are subject to card deactivation.

Illegal Dumping

In an effort to ensure the compost site remains open and free to the public, it is expected that the users of the site will follow the rules as outlined in this policy. These site rules are in place to ensure that materials generated in the site are of the quality required by third party vendors for further processing into a usable recycled end product, generally mulch and composted soils. Contaminants such as rocks, garbage, dirt, etc. listed above in the non-acceptable materials list may cause damage to processing equipment and/or contaminate the recycled end product making it unusable. Non-acceptable items therefore must be removed by staff prior to pushing up the piles which is labor intensive.

Residents found to be in violation of this policy may be subject to having their access cards turned off; may be required to remove non-acceptable materials from the site; or may be subject to fines by the city up to the cost of disposal of the materials to include staff time and equipment. Standard procedure for such violations is as follows:

1. City staff is made aware of an illegal dumping event.
2. City staff reviews the surveillance system to identify the license plate of the party that dumped illegal materials.
3. City staff disables the site access card of the party found to be illegally dumping.
4. Public Works staff will reach out to Elk River Police Department to report the illegal dumping event, so they are able to investigate and document the event.
5. Public Works and the Police Department will distribute a letter, administrative citation and notice of trespass to the party that had illegally dumped. The letter explains what was done, why the card was disabled, the fine amount and where the payment can be made, and an explanation that this person being found at the yard waste site within the next year will result in a citation for trespassing.
 - a. Payment of the illegal dumping fine will allow for the reinstatement of the cardholder's access to the site and the notice of trespass becomes void.

Attached Forms

- Trespass Notice Form

**Compost Transfer Station
Policy History**

Adopted by:	On (date)	Item #

YOU ARE HEREBY REQUESTED TO DEPART FROM THIS LAND AND
NOT TO RETURN

State and local laws (Minnesota Statute § 609.605 and/or Elk River Code § 58-61) provide that no person shall intentionally trespass on the land of another and refuse to depart from that land, without a legal basis, when a demand to do so is made by the lawful possessor of his/her agent. Such demand may be spoken or written. No person who has received a demand to stay off such land shall reenter it within 1 (one) year from the date of the demand without written permission of the lawful possessor or the agent who provided the demand. Violators may be subject to imprisonment for up to 90 days or to a payment of up to \$1000, or both. Violators who qualify for enhanced penalties under Minnesota Statute § 609.153 may be subject to imprisonment for up to 365 days or to a payment of up to \$3000, or both.

It shall be noted that on this date _____ (month/day/year), you were advised of the above statute. This trespass notice form constitutes a written demand to depart from the premises by the lawful possessor or an agent of the lawful possessor. This demand to depart is due to your disruptive, harassing, threatening, and/or non-conforming behavior.

Brief description of violation:

Address of place from which party is trespassed

Elk River Compost Transfer Facility – 19000 Proctor Road Elk River, MN 55330

Name of party being trespassed

Date of birth

Name of person issuing the notice

Signature of party receiving the notice

☐ Individual not present to sign (Copy to be mailed)





Request for Action

To
City Council

Item Number
7.2

Meeting Date
August 19, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Religious Institution, 555
Railroad Drive - Harvest Intercontinental Church

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

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

1. The entire parking lot be re-striped based on the approved parking site plan.
2. Schedule a site visit with the Building Official and Fire Marshal to review the leased space and complete any required building code updates.
3. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional, as required by condition #2.

Background/Discussion

The applicant requests a Conditional Use Permit (CUP) to operate a religious institution (church) at 555 Railroad Drive NW. The three properties comprise 1.8 acres and are zoned CI – (Central Business District), where churches require a CUP for approval. The proposed church will occupy approximately 2,885 sf of the 16,788 sf building.

Planning Commission

During the meeting, the chairperson informed the commission that a letter of support from the property owner had been submitted to staff and distributed to the members. The Commission inquired whether street parking could be included in the calculation for the required parking totals. It was clarified that the ordinance does not allow street parking towards these totals. Subsequently, the applicant presented an updated parking plan.

The commission expressed no concerns with the request and unanimously recommended approval.

Financial Impact

None

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Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Planning Commission Memo dated July 23, 2024
2. Parking Lot Striping
3. CU 24-10 Draft Recording Document
4. Presentation



Request for Action

To
Planning Commission

Item Number
4.1

Meeting Date
July 23, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Religious Institution, 555
Railroad Drive - Harvest Intercontinental Church

Reviewed by
Zack Carlton

Action Requested

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

1. A scaled site plan showing the 83 required parking stalls for all businesses operating on the property must be submitted prior to beginning operation or issuing building permits.
2. The entire parking lot be re-stripped based on the approved parking site plan.
3. Schedule a site visit with the Building Official and Fire Marshal to review the leased space and complete any required building code updates.
4. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional, as required by condition #3.

Background/Discussion

The applicant is requesting a Conditional Use Permit (CUP) to operate a religious institution (church) at 555 Railroad Drive NW. The three properties comprise 1.8 acres and are zoned CI – (Central Business District), where churches require a CUP for approval. The church has a total of eight employees, including three pastors and five other leaders who work as volunteers. The number of patrons will range between 45 and 57. Additionally, the property currently includes a business office, a medical facility, a commercial kennel, and vacant space.

The proposed church will occupy approximately 2,885 sq.ft. of the 16,788 sq.ft. building. The property has multiple access points on 3rd Street and Railroad Drive with approximately 67 parking stalls. To accommodate all the businesses on site, the property needs to provide 83 parking stalls. Hours of operation will be as follows:

- Sundays 7:00 a.m. – 2:00 p.m. Worship Service
- Wednesdays 6:00 p.m. – 9:00 p.m. Bible Studies
- Fridays 6:00 p.m. – 9:00 p.m. Prayer Meetings
- Saturday 6:00 p.m. – 9:00 p.m. Praise & Worship Practices

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Applicable Regulations

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

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

As this religious institution will be operating within the existing structure and by providing additional parking to meet ordinance requirements, the use will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience or general welfare of the neighborhood or the city.

Staff recommends a scaled site plan showing the 83 required parking stalls for all businesses operating on the property be submitted before the operation begins or permits are issued. Upon CUP approval, the entire parking lot shall be re-stripped based on the approved parking site plan.

2. Will be consistent with the comprehensive plan.

The property is guided as Mixed Use where this category contains all commercial and supporting uses located in the historic core of the downtown as well as desired expansion areas to the west and north. Standalone commercial, multi-family, and mixed use with commercial use on the ground floor and residential above are all included in the mixed use category. The use is consistent with the Comprehensive Plan.

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

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

The area is fully developed and, as there are no vacant lots, the proposed use will not affect development of the surrounding area.

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

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

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

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

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

With providing additional parking to meet ordinance requirements, the use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust or vibrations.

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

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

There are no natural, scenic or historic features of major importance on the subject parcel.

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.

While all commercial building permits require documents signed by a licensed architect, staff recommends the following condition - a site visit with the Building Official and Fire Marshal to review the proposed lease space and complete any required code updates documented.

The use 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.

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

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

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Location Map
2. Narrative
3. Site Plan
4. Aerial
5. Building Plan
6. Building Layout
7. Staff Site Plan 7-15-2024



Project Location Map

Harvest Intercontinental Church

Conditional Use Permit

Case No: CU 24-10



Harvest Intercontinental Ministries Unlimited
Elk River Church
12366 72nd Ct NE, Otsego, MN 55330
Email: ***harvestelkriver@gmail.com***

June 10, 2024

Chris Leeseberg, Senior Planner
City of Elk River

Dear Mr. Leeseberg:

Below is the information requested to proceed with the CUP application process:

- Harvest Elk River church is a branch of Harvest Intercontinental Ministries Unlimited which has more than 350 churches and fellowships planted in Africa, Asia, Australia, Europe, South America and North America.
The Elk River branch seeks to Remove an existing wall and rebuild it on the other side to expand the current space for the purpose of conducting religious activities such as Church services, Bible Studies, Prayer meetings, Workshops, Trainings etc.
- The number of patrons will range between 45 to 57 including children.

- Hours of operation will be as follows:
 - i. Sundays 7am – 2pm, Worship Service
 - ii. Wednesdays 6pm – 9pm, Bible Studies
 - iii. Fridays 6pm – 9pm, Prayer Meetings
 - iv. Saturday 6pm – 9pm, Praise & Worship Practices

- The Church has a total of eight employees. Three pastors and five other leaders who work as volunteers.

- The church has unlimited access to common areas including the parking stalls at the property

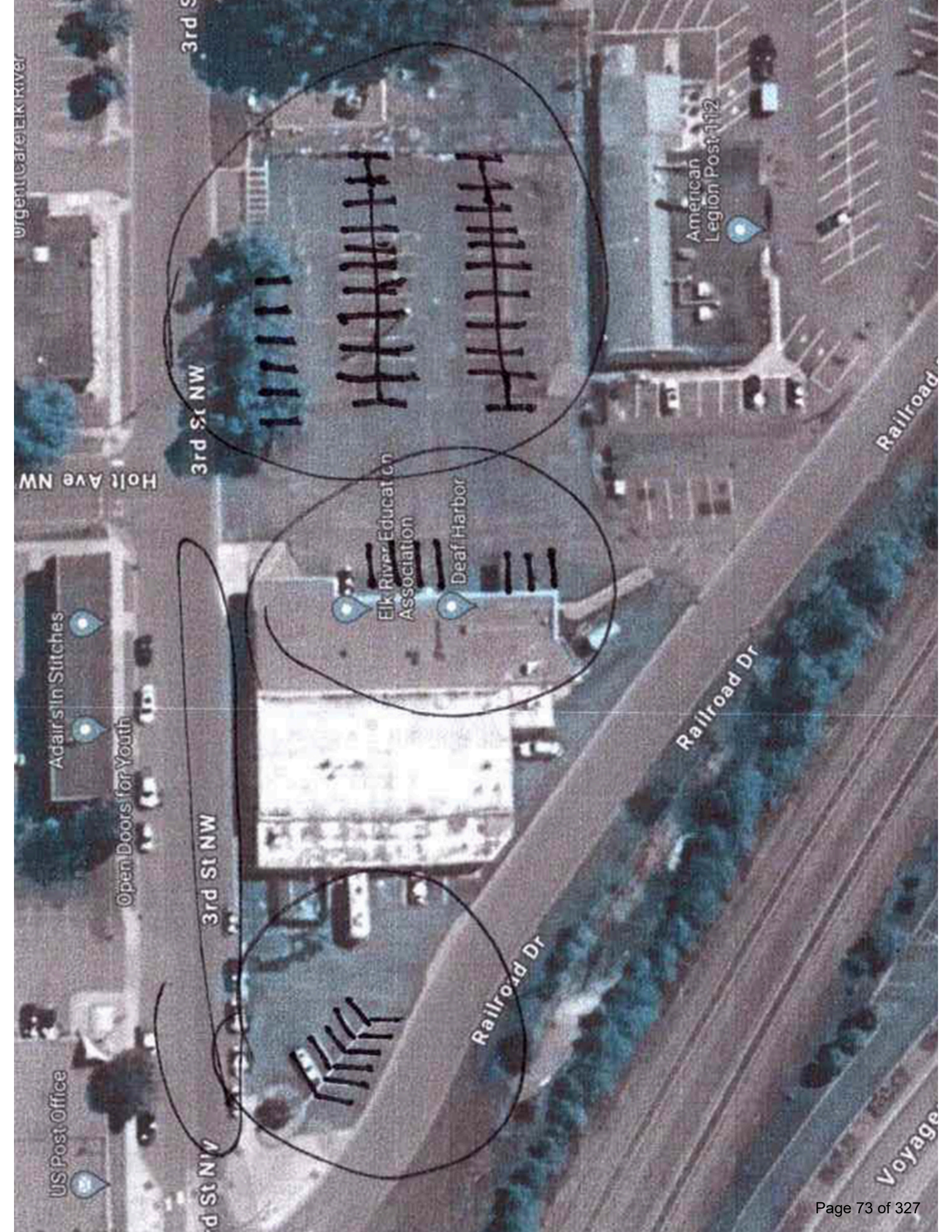
We shall revert to the property owner concerning the site plan showing where parking will be as well as the building plan showing dimensions and room labels.

Finally, the architectural plans have been drafted, signed by a licensed architect and submitted to the city.

Please let us know if you have any questions.

Thanks.

Saykeh Glay



Elk River

Holt Ave NW

3rd St NW

3rd St NW

Adair's In Stitches

Open Doors for Youth

3rd St NW

Elk River Education Association

Deaf Harbor

American Legion Post 1112

Railroad Dr

Railroad Dr

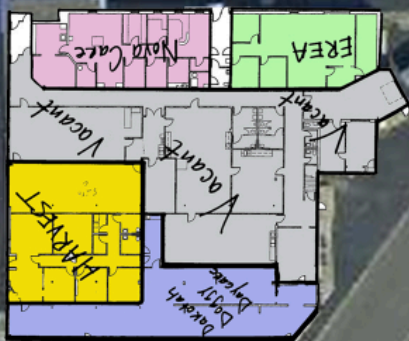
Railroad Dr

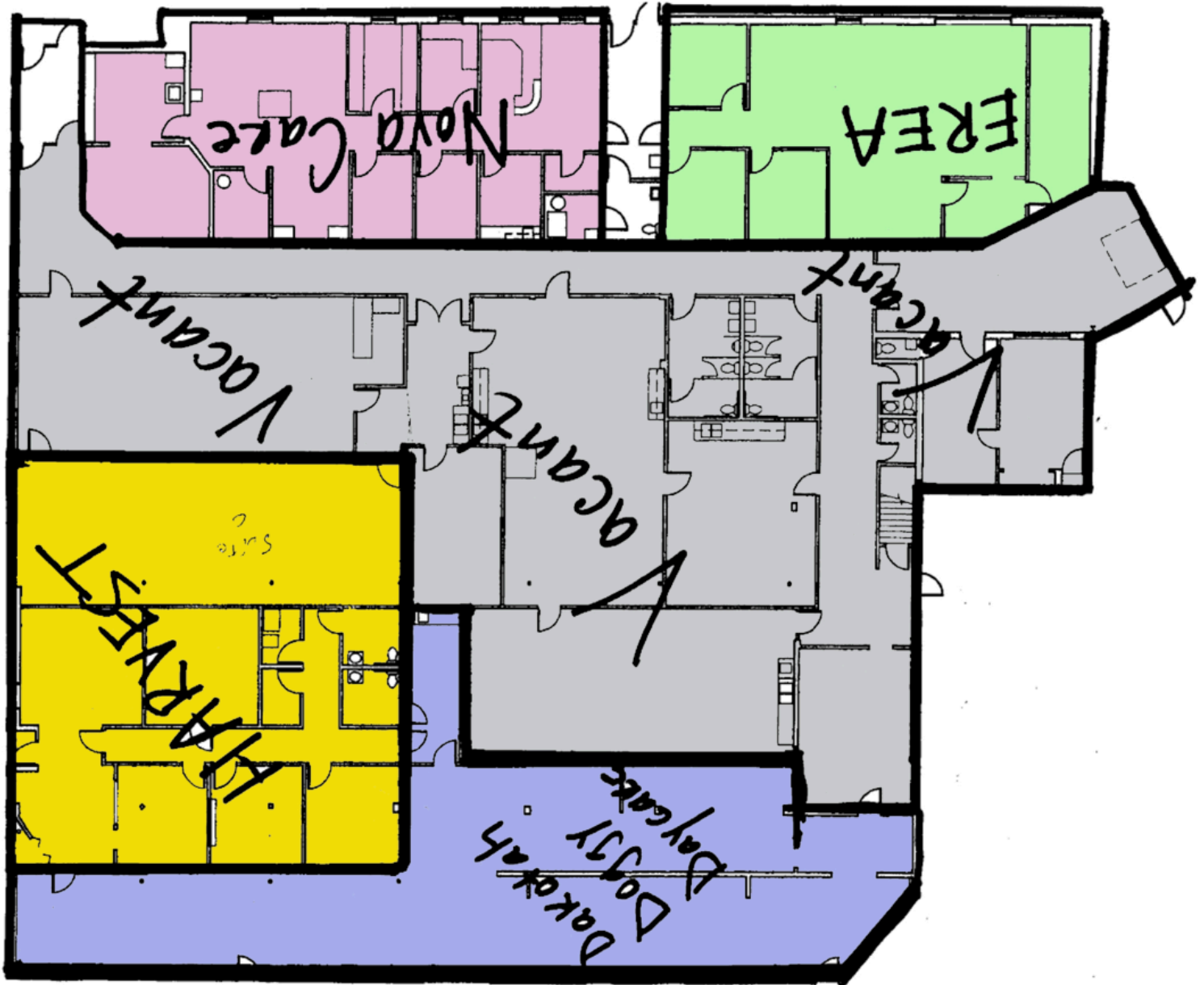
Voyage

US Post Office

3rd Street

Railroad Drive







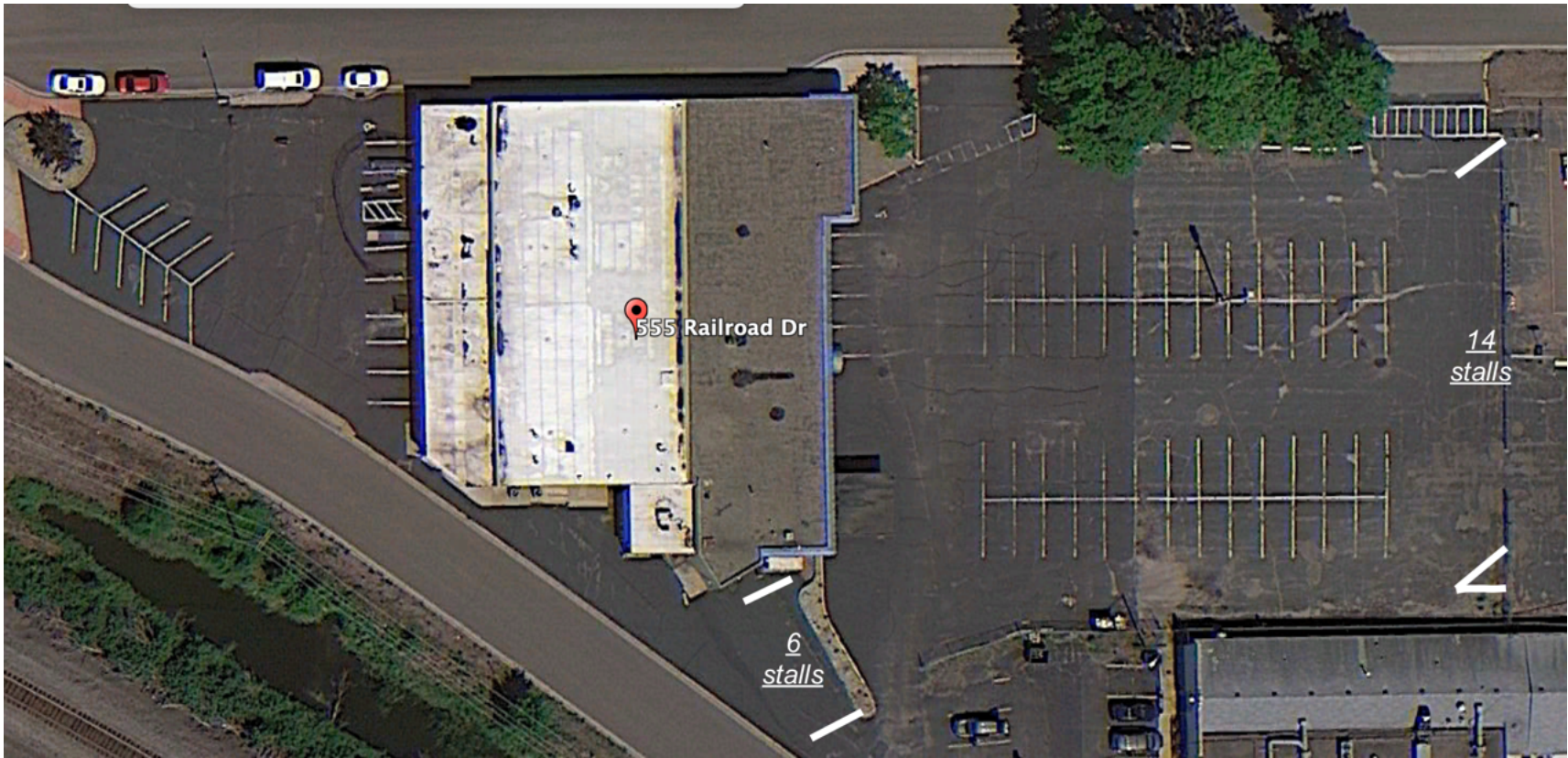
Staff Site Plan

3rd Street

Railroad Drive

Playground

Fence



CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 24-17

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

Conditional Use Permit to operate a religious institution (church) at 555 Railroad Drive NW

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

Lot 4, Block 12, Village of Elk River; the West 33 feet of that part of vacated Mill Street (formerly Holt Avenue) lying between Lot 4, Block 12, Village of Elk River and Lot 12, Block 13, Village of Elk River, and Lot 1, Block 1, Holt Addition (formerly Lot 1, Block 13, Village of Elk River); EXCEPT that part thereof lying southerly of the westerly extension of the Northerly Line of Lot 12, Block 13, Village of Elk River, the East 33 feet of that part of vacated Mill Street (formerly Holt Avenue) lying North of the Westerly extension of the South line of Lot 1, Block 1, Holt Addition, Village of Elk River; TOGETHER with an appurtenant easement for driveway, drainage and utility purposes over and across the West 33 feet of that part of vacated Holt Avenue lying southerly of said westerly extension of the northerly line of Lot 12, Block 13, Village of Elk River, Sherburne County, Minnesota.

AND

Lot 1, Block 1, Holt Addition, Sherburne County, Minnesota.

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

MCF Properties, LLC, owner

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

- 1. The entire parking lot be re-striped based on the approved parking site plan.**
- 2. Schedule a site visit with the Building Official and Fire Marshal to review the leased space and complete any required building code updates.**

3. A code analysis finding commercial building code compliance shall be prepared by an appropriate registered professional, as required by condition #2.

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: _____, 2024.

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
City Clerk Tina Allard

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by John J. Dietz and Tina Allard, respectively, the Mayor and City Clerk of the City of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the City Council.

Notary Public

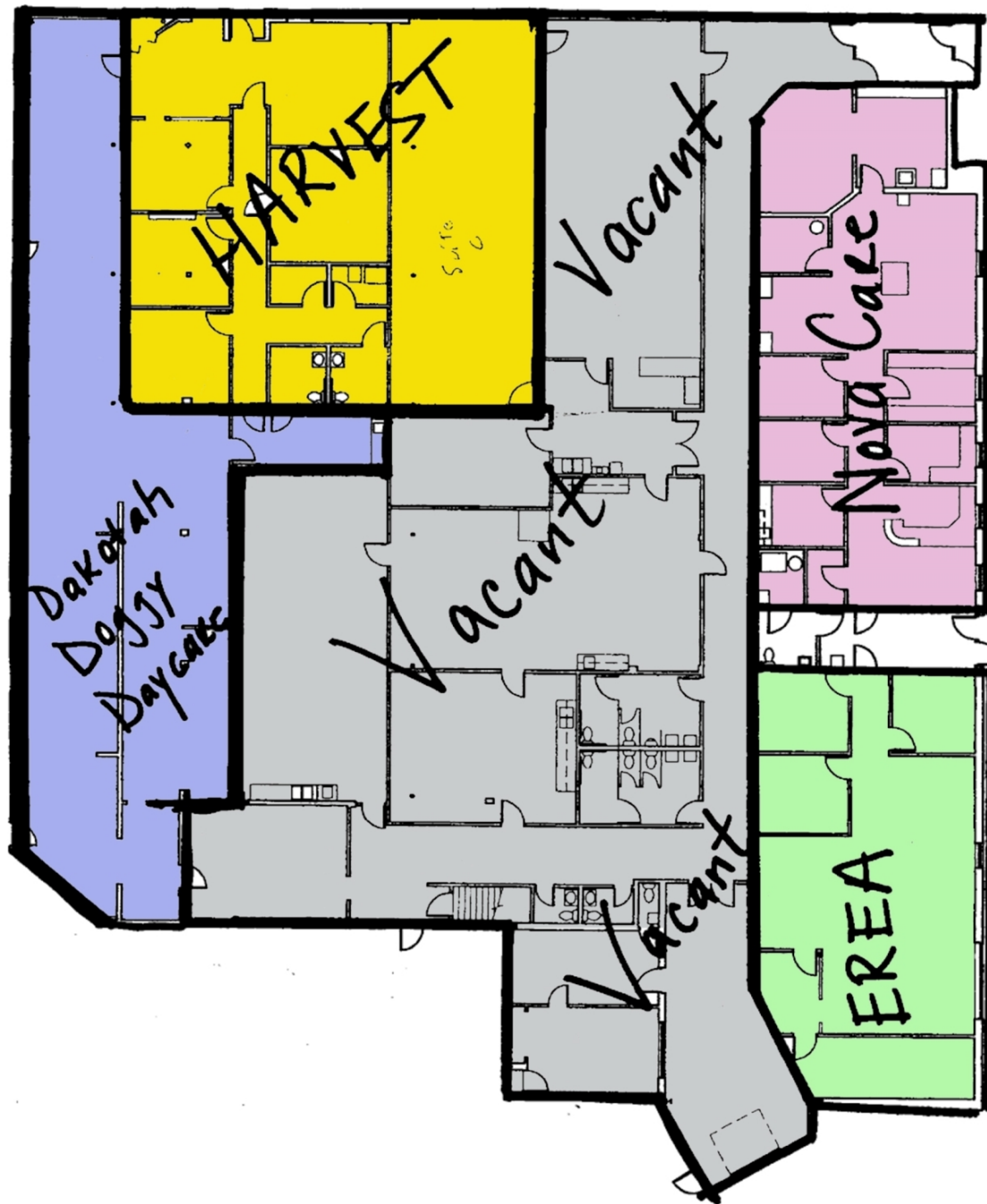
DRAFTED BY:
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330
Phone: 763-635-1032

Harvest Church Conditional Use Permit



Background

- C1 – Central Business District (1.8 acres)
- CUP - Religious Institution
 - ~2,885 sq.ft. of 16,788 sq.ft.
- 45-57 patrons
- 8 employees
- Hours of operation will be as follows:
 - Sundays 7:00 a.m. – 2:00 p.m. Worship Service
 - Wednesdays 6:00 p.m. – 9:00 p.m. Bible Studies
 - Fridays 6:00 p.m. – 9:00 p.m. Prayer Meetings
 - Saturday 6:00 p.m. – 9:00 p.m. Praise & Worship Practices

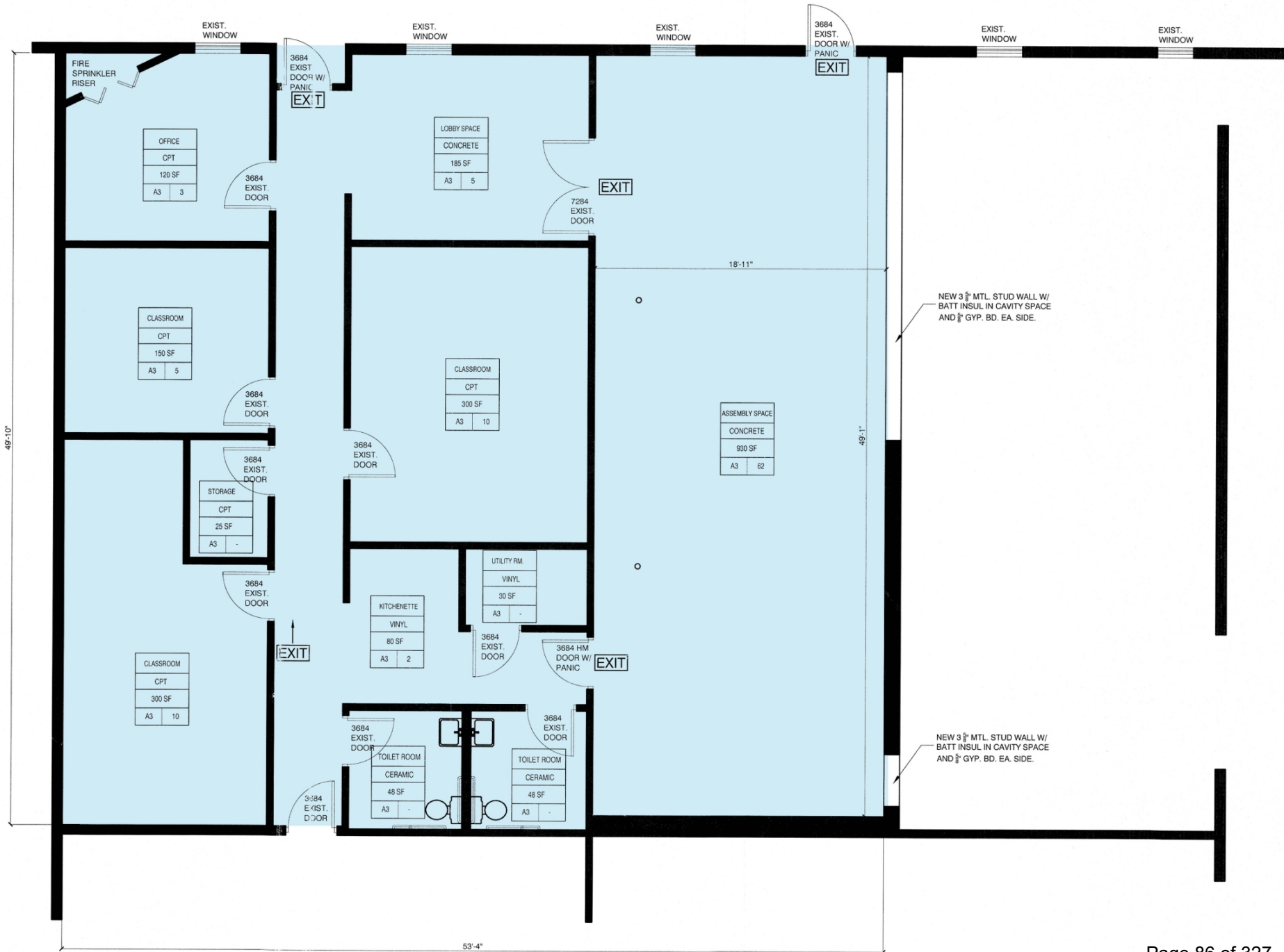




3rd Street

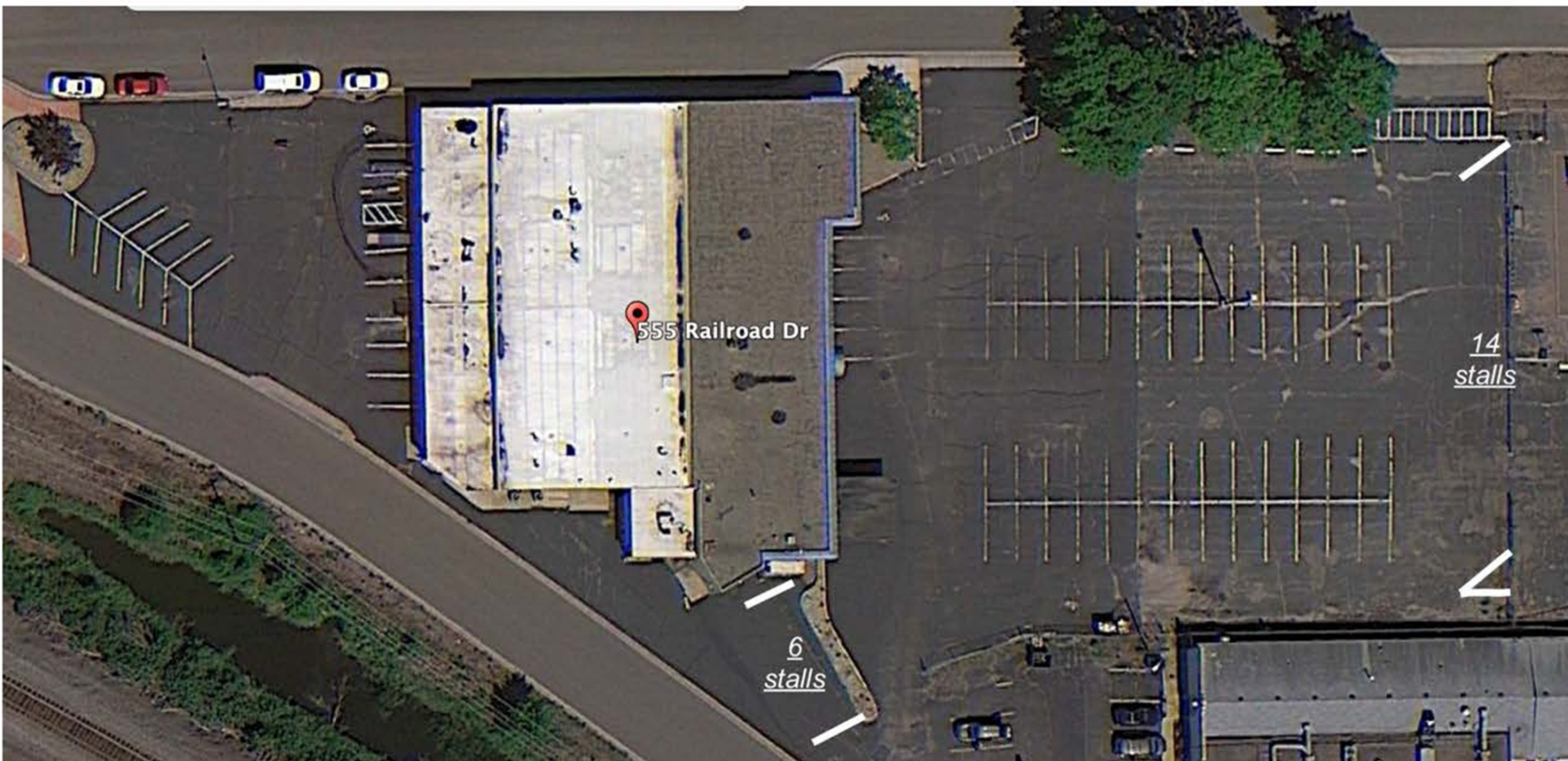
Railroad Drive





Parking

- 67 existing parking stalls
 - 83 stalls are required

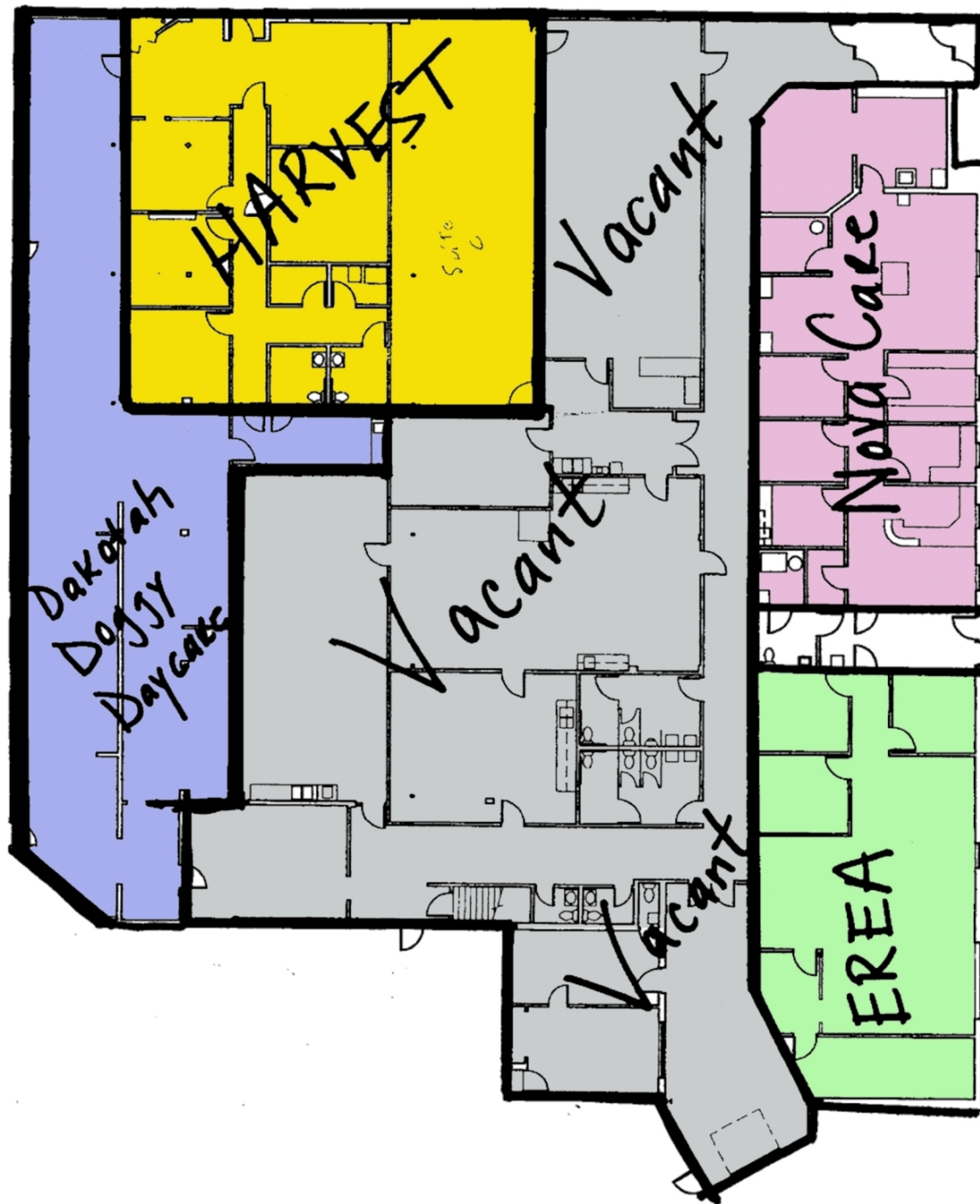


Planning Commission

- Can street parking be included in the calculation for the required parking totals?
 - Ordinance does not allow street parking to count towards these totals
- Applicant submitted an updated parking plan
- The commission expressed no concerns with the request and unanimously recommended approval

Action Requested

- Approve, by motion, the CUP with the 3 conditions outlined in the memo

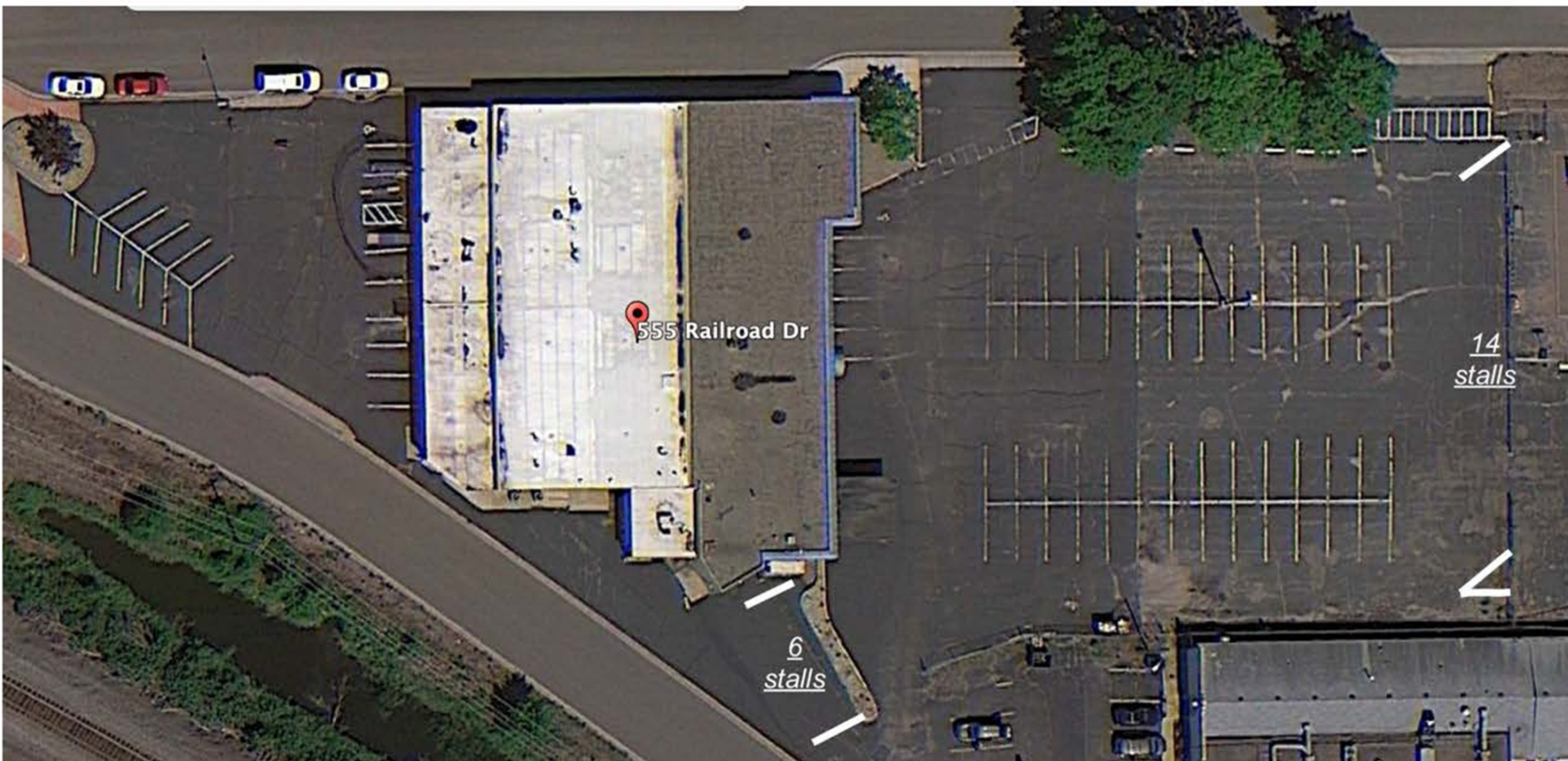




3rd Street

Railroad Drive







Request for Action

To
City Council

Item Number
7.3

Meeting Date
August 19, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Truck Terminal with
Outdoor Storage, 16234 Jarvis St. NW - The
Original Collins Brothers Auto, Truck & Towing

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

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

1. All outdoor storage shall follow Section 30-807 regarding screening.
2. The office hours of operation shall be limited to 7:00 a.m. – 6:30 p.m.
3. The parking and driveway area outside the fenced area shall be bound by B612 curb and gutter.
4. All parking and driving areas must be finished with an approved surface – bituminous, concrete, or compacted Class 5.
5. All areas not identified for parking or driving areas shall be maintained as turfgrass per city standards.
6. A 100% opaque fence shall be installed on the west property line the entire length of the outdoor storage area and along the perimeter that is visible from the right-of-way.
7. Written permission from the property owner to the west allowing the fence to be installed on the shared property line shall be obtained.
8. Except for short-term staging requirements, there shall be no storage of vehicles outside the approved storage area, including the city street, exterior parking area, and landscaped areas.
9. Exterior doors and windows shall be closed when any service and maintenance occurs to company vehicles/equipment.
10. Staff approval of all site plans and civil plans.
11. A scaled site plan showing the 19 required parking stalls for all businesses operating on the property must be submitted before beginning operation or issuing building permits.
12. The holding pond must be adequately sized to accommodate the needs of both parcels.
13. An easement and/or agreement must be prepared and recorded to outline the maintenance obligations and grant both property owners access to the holding pond. Permits will not be released until this easement has been signed by both property owners and recorded.

Background/Discussion

The 2.5-acre property is zoned I-3 (General Industrial) where truck terminals and outdoor storage require a Conditional Use Permit (CUP). The applicant is seeking a CUP to construct an 11,250 square foot (75' by 150') post-frame prefinished metal-sided building to house the current and future operations of the business

The Elk River Vision

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



and replace the existing structures. The new building will be utilized for vehicle/equipment storage, service, maintenance, and office space. Inside and outside storage is also being proposed.

Planning Commission

The Commission inquired whether the applicant had any concerns with the recommended conditions. According to staff, the applicant did not express any specific concerns. Although the need for cooperation between the adjacent property owners regarding the shared holding pond was discussed. The Commission had no concerns and unanimously recommended approval.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community

Attachments

1. Planning Commission Memo dated July 23, 2024
2. CU 24-12 Draft Recording Document
3. Presentation



Request for Action

To
Planning Commission

Item Number
4.2

Meeting Date
July 23, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit: Truck Terminal with
Outdoor Storage, 16234 Jarvis St. NW - The
Original Collins Brothers Auto, Truck & Towing

Reviewed by
Zack Carlton

Action Requested

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

1. All outdoor storage shall follow Section 30-807 regarding screening.
2. The office hours of operation shall be limited to 7:00 a.m. – 6:30 p.m.
3. The parking and driveway area outside of the fenced area shall be bound by B612 curb and gutter.
4. All parking and driving areas must be finished with an approved surface – bituminous, concrete, or compacted class 5.
5. All areas not identified for parking or driving areas shall be maintained as turf grass in accordance with city standards.
6. A 100% opaque fence shall be installed on the west property line the entire length of the outdoor storage area and along the perimeter that is visible from the right-of-way.
7. Written permission from the property owner to the west allowing the fence to be installed on the shared property line shall be obtained.
8. Outside of short-term staging requirements, there shall be no storage of vehicles outside of the approved storage area, to include the city street, exterior parking area, and landscaped areas.
9. Exterior doors and windows shall be closed when any service and maintenance occur to company vehicles/equipment.
10. Staff approval of all site and civil plans.
11. A scaled site plan showing the 19 required parking stalls for all businesses operating on the property must be submitted prior to beginning operation or issuing building permits.
12. The holding pond must be adequately sized to accommodate the needs of both parcels.
13. An easement or agreement must be prepared and recorded to outline the maintenance obligations and grant both property owners' access to the holding pond. Permits will not be released until this easement has been signed by both property owners and recorded.

Background/Discussion

The 2.5-acre property is zoned I-3 (General Industrial) where truck terminals and outdoor storage require a Conditional Use Permit (CUP). The applicant is seeking a CUP to construct a 11,250 square foot (75' by 150')

The Elk River Vision

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



post frame prefinished metal sided building to house the current and future operations of the business and replacing the existing structures. The new building will be utilized for vehicle/equipment storage, service, maintenance, and office space. Inside and outside storage is also being proposed.

Office hours are 7:00 a.m. - 6:30 p.m. Monday through Friday, and only by appointment on weekends. They currently have 12 full-time and 4 part-time employees.

Site improvements include drive lanes, parking, and impound/storage areas screened with 100% opaque fencing with all circulation outside of the screened fencing on bituminous or concrete surfaces, with curb and gutter. The inside of the fenced area will be finished with either bituminous, concrete, or compacted Class 5 materials.

The property has two access points, one on Jarvis Street and a second on 163rd Avenue and requires 19 parking stalls. The site plan shows 13 parking stalls.

The applicant is collaborating with the neighboring property to the west on a shared holding pond that will span both parcels and serve both properties. If this plan proceeds, the pond must be adequately sized to accommodate the needs of both parcels. Additionally, an easement must be recorded to grant both property owners access to the pond and outline the maintenance responsibilities.

The residential structure remains in use as a residence and is permitted under the I-3 zoning district. However, it exceeds the size allowed by ordinance but can continue as a legal non-conforming structure.

Applicable Regulations

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

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

The properties west of Jarvis Street in the area are also zoned industrial with the properties east of Jarvis, located in Ramsey, zoned residential. Nearby parcels are developed as outdoor storage, mini-storage, other industrial uses, and the Youth Athletic Complex. The use will not endanger, injure or detrimentally affect the use and enjoyment of other property in the immediate vicinity or the public health, safety, morals, comfort, convenience, or general welfare of the neighborhood or the city.

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

2. Will be consistent with the comprehensive plan.

The property is guided as Industrial. The industrial use category includes both heavy and light industrial businesses such as manufacturing, warehousing, and excavation. These uses are primarily located off of Highway 169, Highway 10, and the BNSF Railroad which provide easy access for the transferring of goods throughout the region. The use will be consistent with the comprehensive plan.

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

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

Three of the four adjacent parcels are developed and include outdoor storage and the adjacent vacant parcel is owned by the same property owner as one of the outdoor storage parcels. Nearby parcels are developed as outdoor storage, mini-storage, other industrial uses, and the Youth Athletic Complex. The use will not impede the normal and orderly development and improvement of surrounding vacant property.

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

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

If the public street/right-of-way is not utilized for the applicants' operations, the use will be served adequately by and will not adversely affect essential public facilities and services including streets, police and fire protection, drainage, refuse disposal, water and sewer systems, parks and schools; and will not, in particular, create traffic congestion or interference with traffic on adjacent and neighboring public thoroughfares.

Staff recommends outside of short-term staging requirements, there shall be no storage of vehicles outside of the fenced area, to include the city street, exterior parking area, and landscaped areas.

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 proposed additional building is intended to be utilized to move much of their operation indoors and out of sight. Noise generated by vehicle maintenance could adversely impact the residential neighbor to the east. With the recommended conditions, the use will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons or property because of excessive traffic, noise, smoke, fumes, glare, odors, dust, or vibrations.

Again, staff recommend there shall be no storage of vehicles outside of the fenced area and exterior doors and windows shall be closed when any service and maintenance occur to company vehicles/equipment.

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

There are no scenic or historic features of major importance on the subject parcel. Areas outside of parking and driving areas likely will be disturbed with construction.

Staff recommends all areas not identified for parking or driving areas shall be restored and maintained as turf grass in accordance with city standards.

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

The use 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.

All parking and driving areas must be finished with an approved surface – bituminous, concrete, or compacted Class 5. The parking and driveway area outside of the fenced area shall be bound by B612 curb and gutter.

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

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

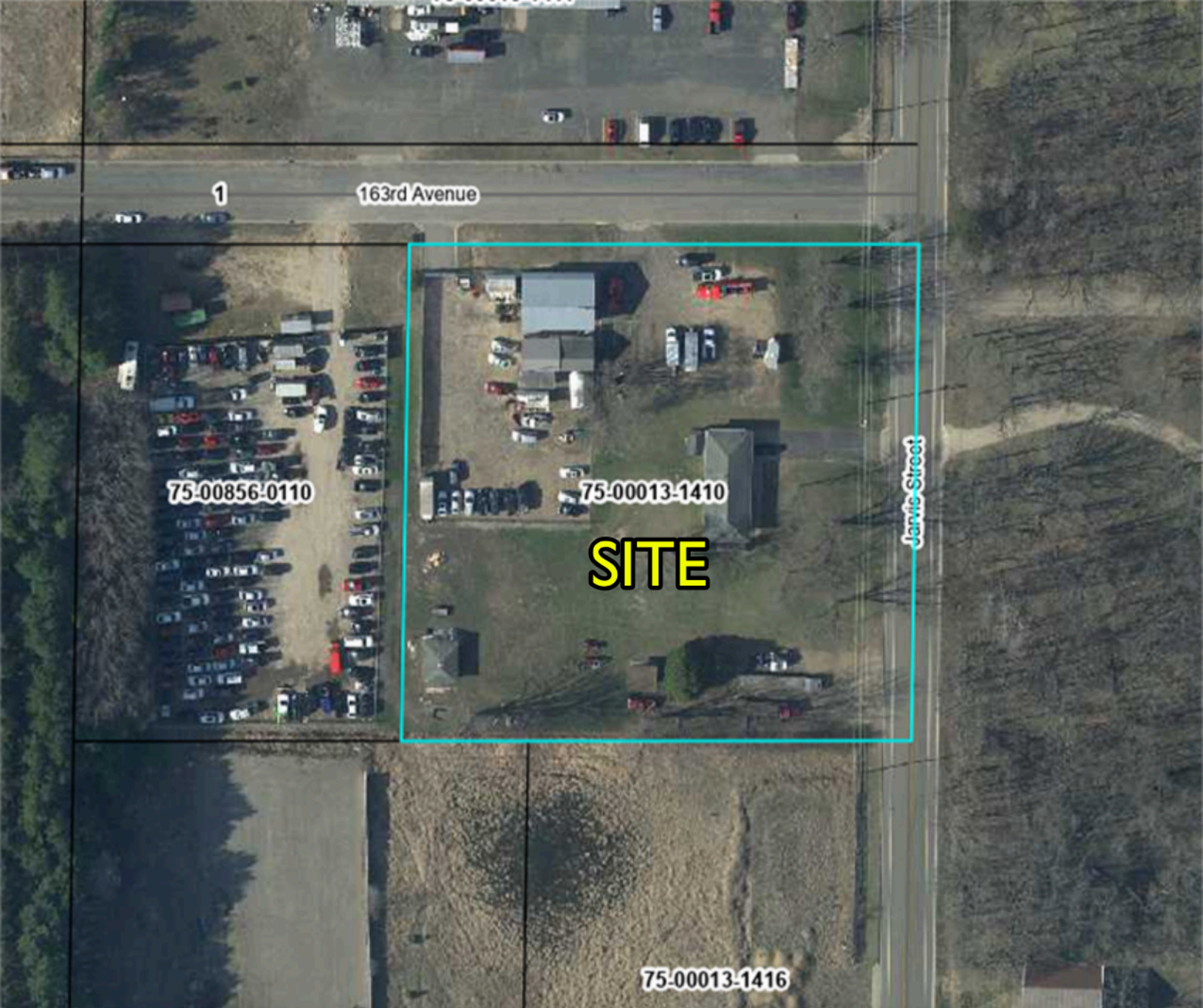
Attachments

1. Narrative
2. Location Map
3. Site Plan
4. Overlay
5. Architectural Drawings

We respectfully request consideration of a Conditional Use Permit for the truck terminal and outside storage required by city code as well as a zero lot line Variance for the Original Collins Brothers Auto Truck & Towing Center project to continue to house the company's operations currently existing at the site since February 25th 1999. The project will include the construction of a 12,150 square foot 75' by 162' post frame prefinished metal panel sided building to house the current and future operations of the existing business replacing the functional and aesthetic obsolescent existing structures. Included will be offices, management facilities, staff service areas, repairs & maintenance, as well as inside and outside storage. The facility would continue to be served by updated private well and septic systems as there are no city services available. Usual and customary office hours are proposed to be limited to 7:00 am to 6:30 pm. The business currently employs +/- 12 full time and 4 part time employees.

Site improvements include drive lanes, parking, impound/storage areas screened with 100% opaque fencing. All traveled areas outside of the facilities screened fencing will be bituminous or concrete surfaces, with curb and gutter. Parking, driving areas, impound, and storage areas within the fenced in facility will be finished with either bituminous, concrete, or compacted Class 5 materials. Non-improved areas will be maintained as turf grass and/or managed native/naturalized landscaping. Outside of short-term staging requirements inherent with the operation of the facility, there will be no storage of vehicles outside of the approved storage areas, to include the city streets, parking areas outside of the screened fencing, and any landscaped areas. A stormwater retention pond would also be constructed in conjunction and to include the required joint stormwater management of the adjoining property to the West. This joint stormwater management will significantly increase the highest and best use opportunity for both properties. The joint stormwater facilities serving the two properties would be subject to a maintenance agreement to provide for the maintenance of the stormwater facilities.

A variance is also requested to utilize zero lot line setbacks to the 11th Hour Property immediately adjoining to the West in order to utilize both lots for a semi-conjoined "back-to-back" parking and storage plan/design. The scope of the variance is also requested to include zero lot line setbacks on a portion of the South property line to allow for a zero lot line access driveway location, allowing for the placement of the future driveway on the South property back to back minimizing drive access to Jarvis

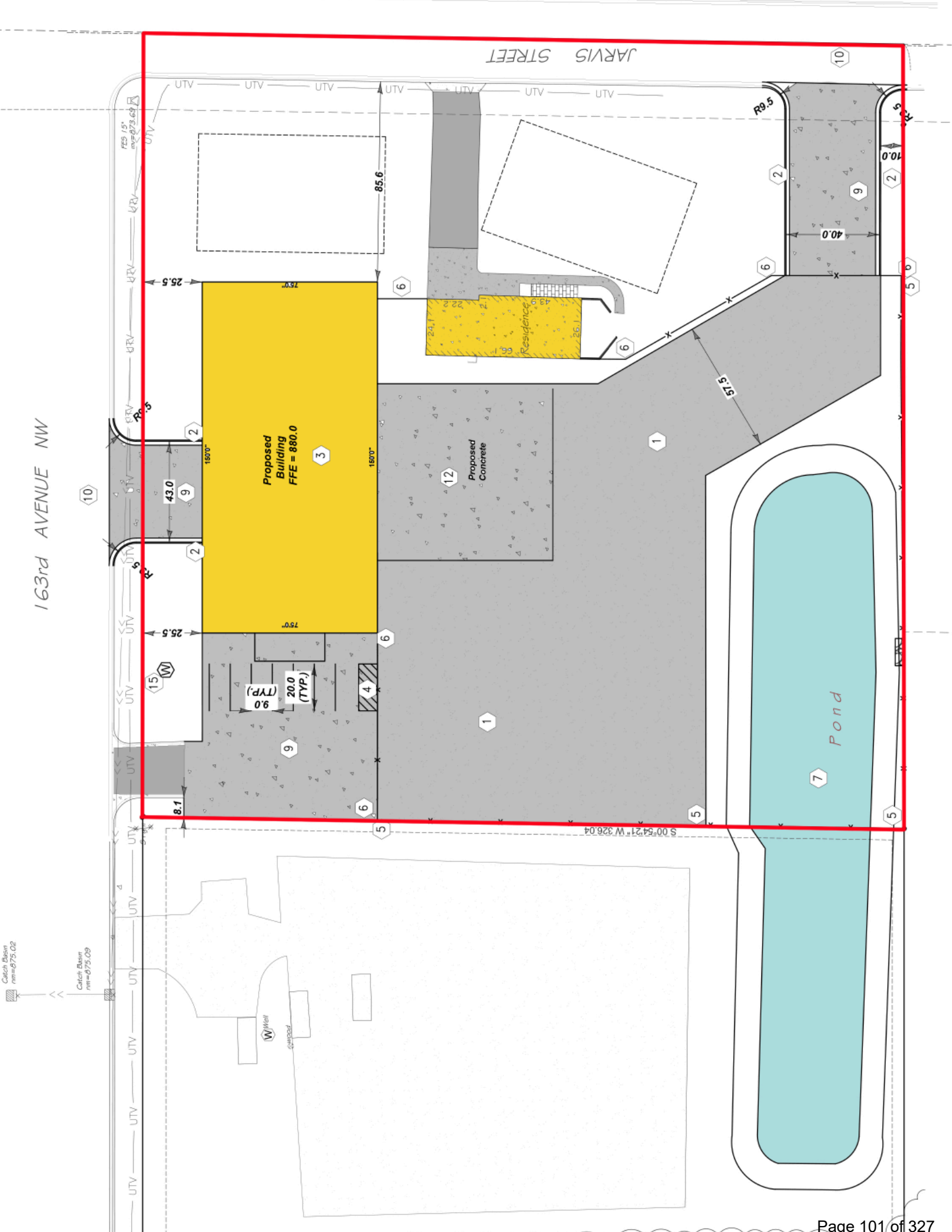


Project Location Map

Collins Brothers Towing

Conditional Use Permit
Variance

Case No: CU 24-12, V 24-10

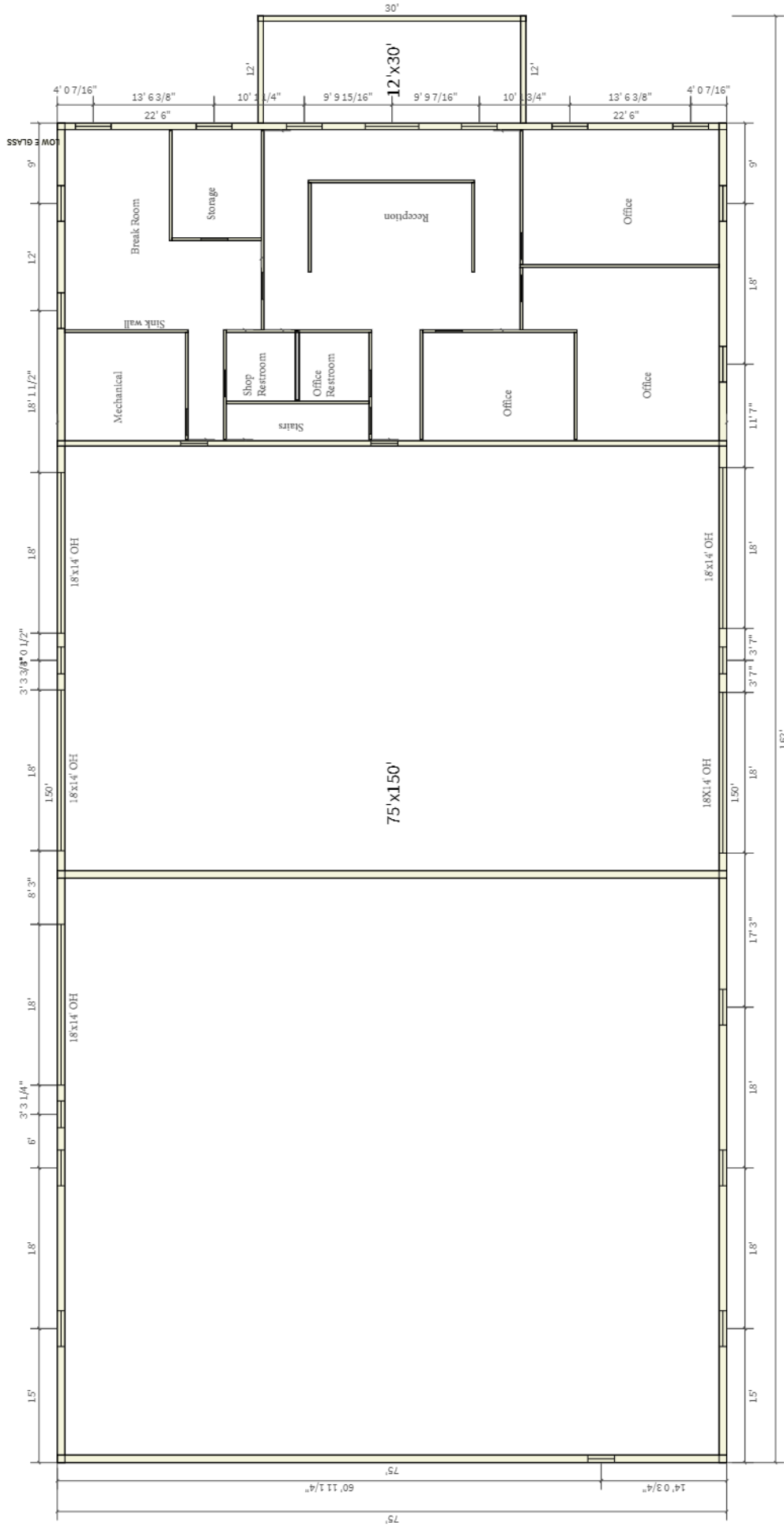


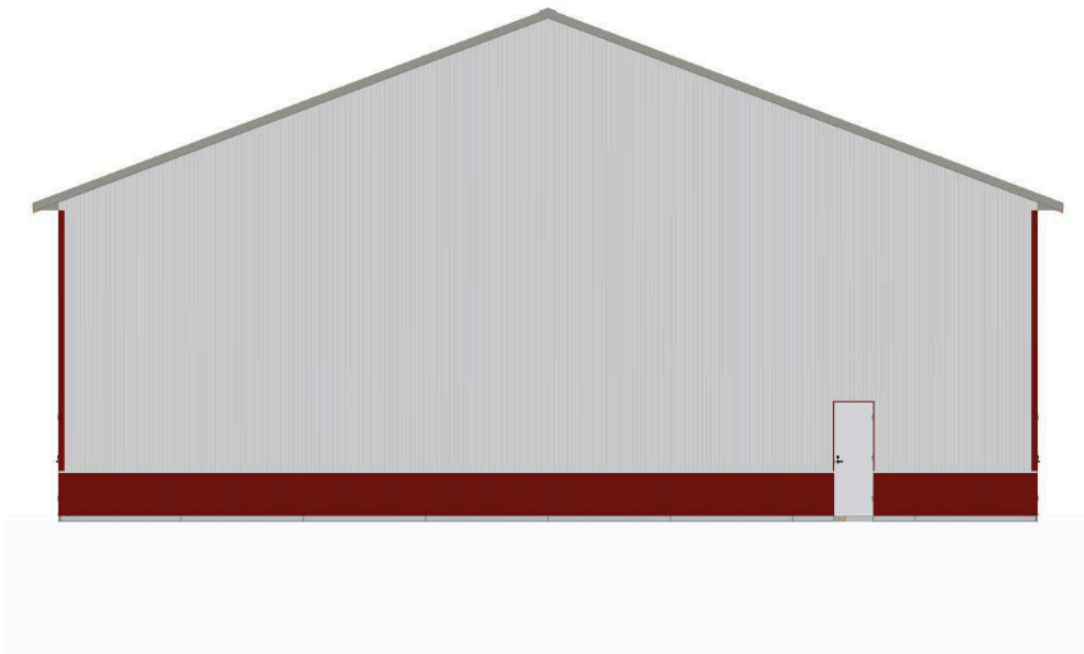
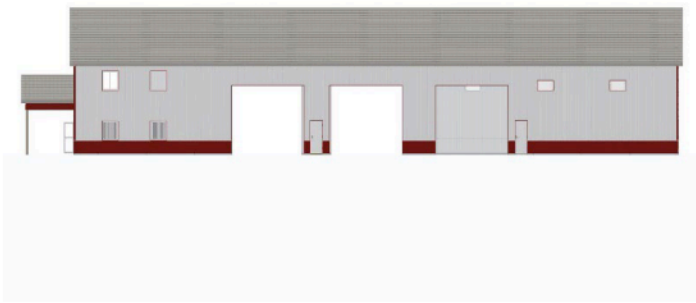
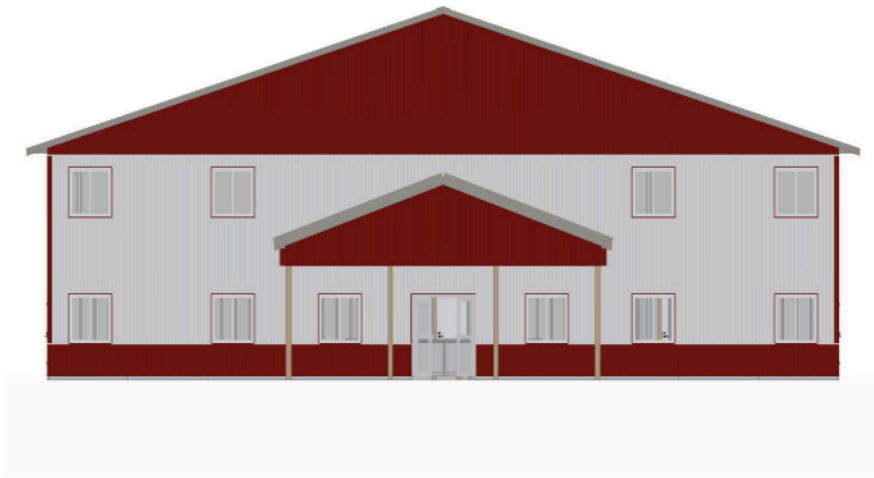


75-00856-0110



Wall Layout





<https://postframesolver.azurewebsites.net:443/Framer/Viewer?key=F3XKIXA04IDLW9D9VHAY2H3ORP5BZY9F>



MN License #782910

PO Box 34 • Becker, MN 55308

Phone: 763-286-7332

bb-built.com

COLLINS BROTHERS TOWING

Elk River, MN

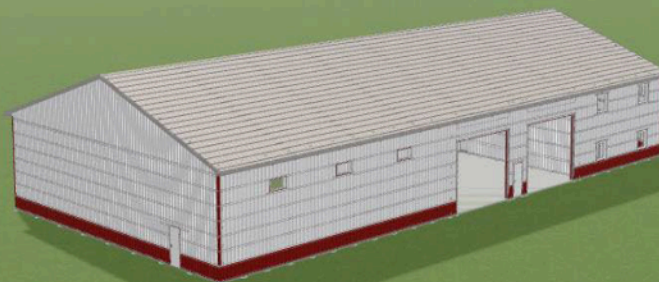
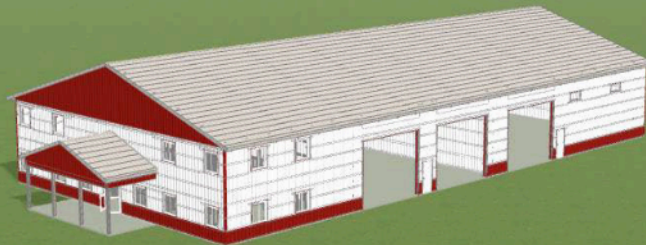
5/14/2024

BUILDING SPECIFICATIONS:

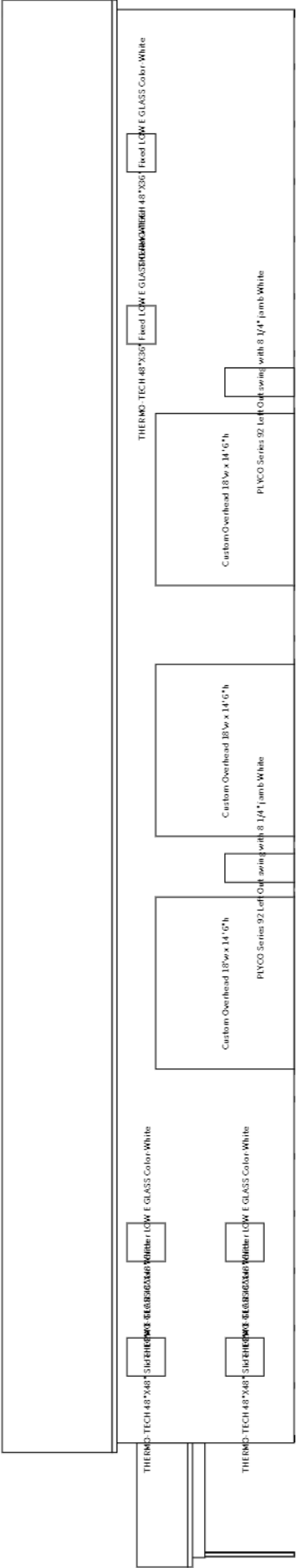
75'W X 150'L X 18'H

ATTACHED BUILDING DETAIL:

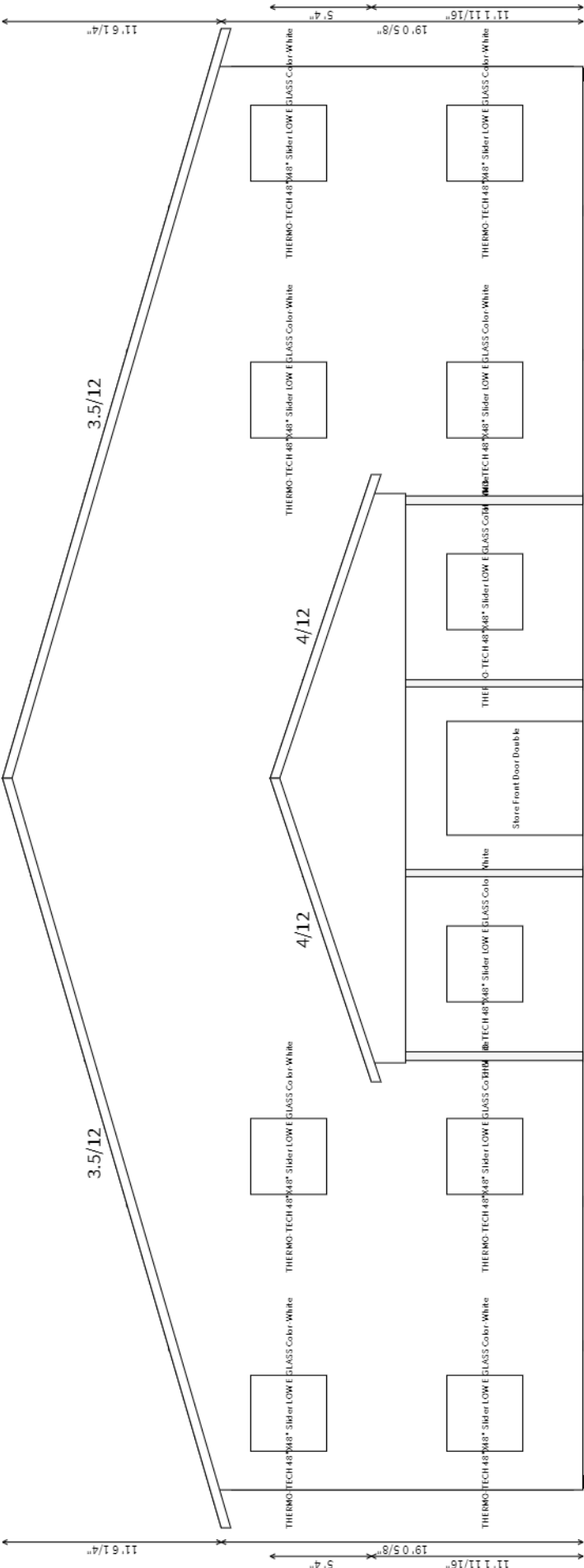
A - Porch - Gable - 4/12 - 30'x12' - 10' Ceiling - 0' 4" deep
slab - 1' OH - Front of Main Building



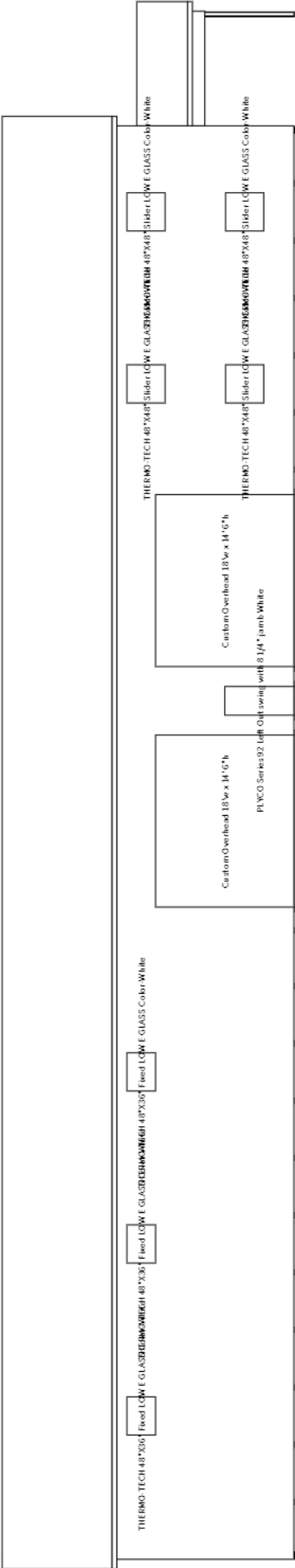
Left Elevation



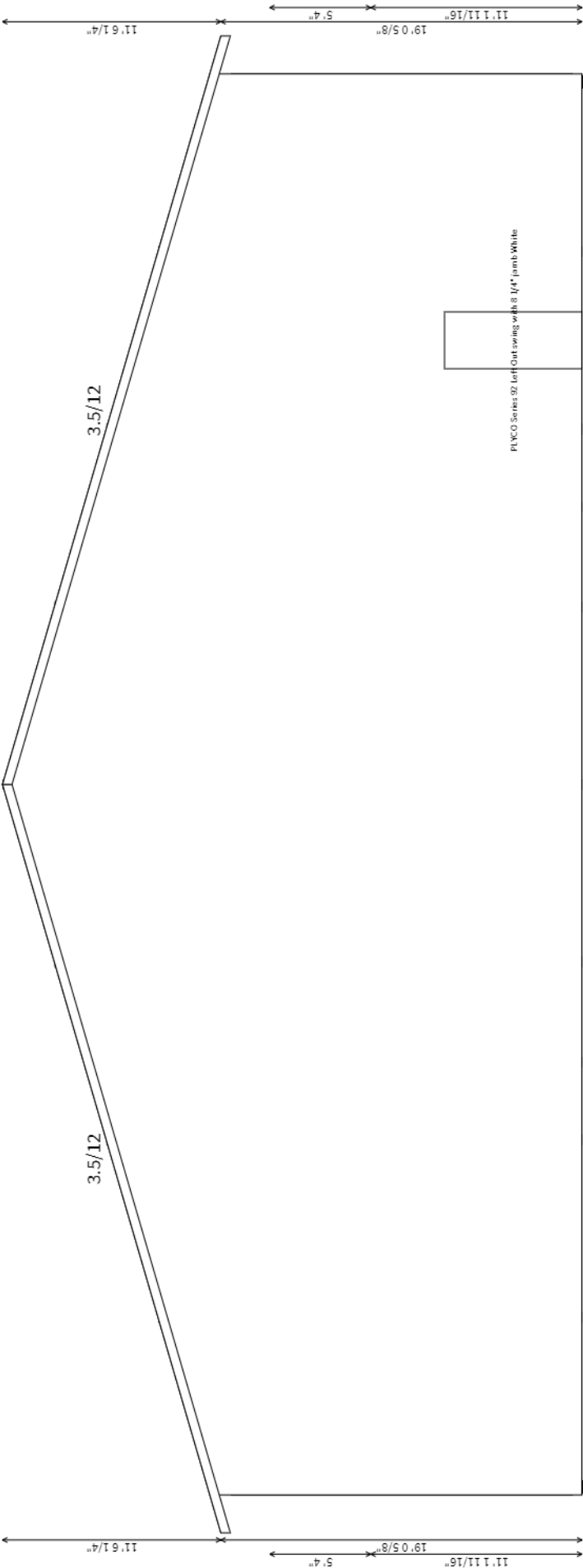
Front Elevation



Right Elevation



Back Elevation



CITY OF ELK RIVER
SHERBURNE COUNTY

CONDITIONAL USE PERMIT
Case No. CU 24-12

Permit. Subject to the terms and conditions set forth herein, the City of Elk River hereby grants a Conditional Use Permit (“Permit”) requested by The Original Collins Brothers Auto, Truck & Towing Center for the following use:

**Conditional Use Permit for Construction of a Truck Terminal and Outdoor Storage at
16234 Jarvis St NW, Elk River**

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

The South 326 feet of the North 590 feed of the East 335 feet, as measured along the East and North lines respectively, of the Southeast Quarter of the Northeast Quarter of Section 13, Township 32, Range 26, according to the United States Government Survey thereof and situated in Sherburne County, Minnesota

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

River City Rentals LLC, owner

Conditions.

1. All outdoor storage shall follow Section 30-807 regarding screening.
2. The office hours of operation shall be limited to 7:00 a.m. – 6:30 p.m.
3. The parking and driveway area outside of the fenced area shall be bound by B612 curb and gutter.
4. All parking and driving areas must be finished with an approved surface – bituminous, concrete, or compacted class 5.
5. All areas not identified for parking or driving areas shall be maintained as turf grass in accordance with city standards.
6. A 100% opaque fence shall be installed on the west property line the entire length of the outdoor storage area and along the perimeter that is visible from the right-of-way.

7. Written permission from the property owner to the west allowing the fence to be installed on the shared property line shall be obtained.
8. Outside of short-term staging requirements, there shall be no storage of vehicles outside of the approved storage area, to include the city street, exterior parking area, and landscaped areas.
9. Exterior doors and windows shall be closed when any service and maintenance occur to company vehicles/equipment.
10. Staff approval of all site and civil plans.
11. A scaled site plan showing the 19 required parking stalls for all businesses operating on the property must be submitted prior to beginning operation or issuing building permits.
12. The holding pond must be adequately sized to accommodate the needs of both parcels.
13. An easement and or agreement must be prepared and recorded to outline the maintenance obligations and grant both property owners' access to the holding pond. Permits will not be released until this easement has been signed by both property owners and recorded.

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: _____, 2024.

CITY OF ELK RIVER

By: _____
Mayor John J. Dietz

By: _____
City Clerk Tina Allard

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this ____ day of _____,
2024, by John J. Dietz and Tina Allard, respectively, the Mayor and City Clerk of the City of Elk River, a
Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by the
City Council.

Notary Public

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

The Original Collins Brothers Conditional Use Permit

1

163rd Avenue

75-00856-0110

75-00013-1410

SITE

Jarvis Street

Background

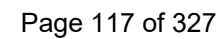
- I-3 (General Industrial)
 - CUP - Truck terminal
 - Outside storage
- Raze existing structures
- Construct new 11,250 sq.ft. building
- Post frame prefinished metal
- 7:00 a.m. - 6:30 p.m. Monday through Friday
- 12 full-time and 4 part-time employees

163rd Avenue

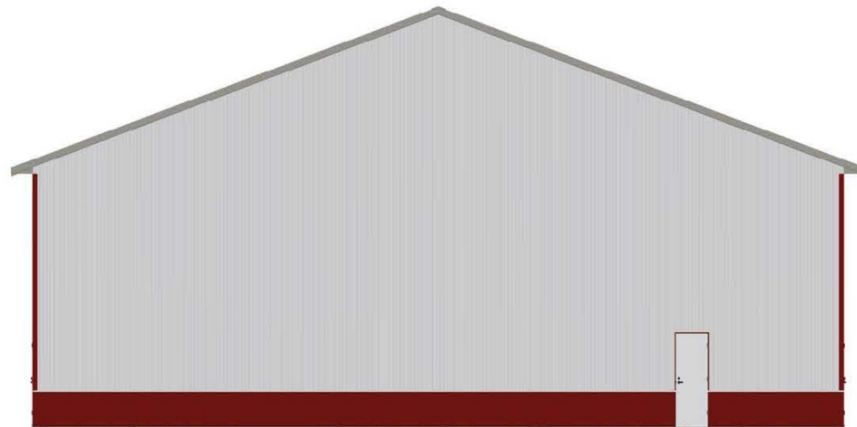
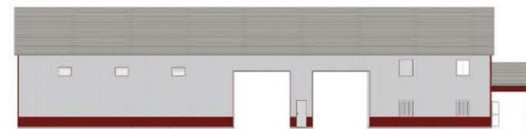
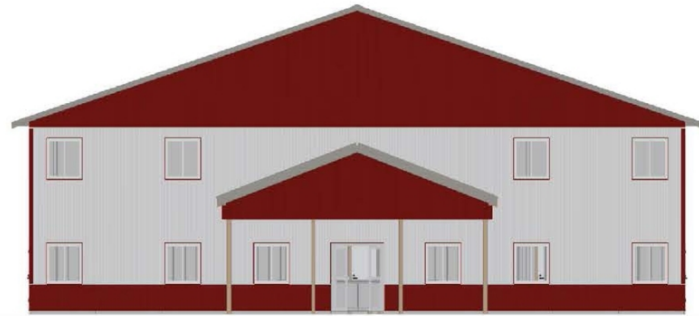
75-00856-0110



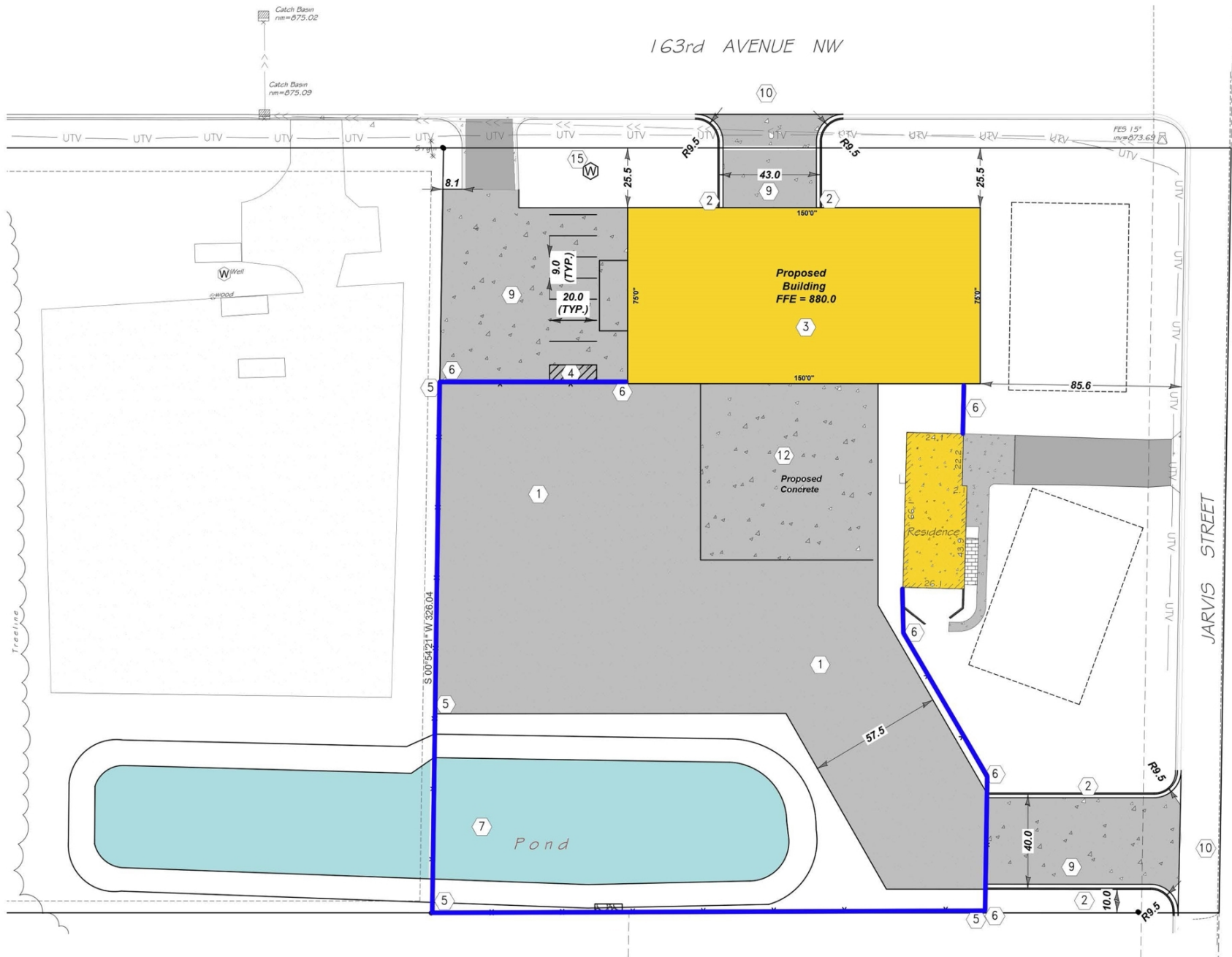
Janis Street







163rd AVENUE NW



Existing House

- Will remain in use
- Permitted under the 1-3 zoning district
- However, it exceeds the size allowed
- Continue as a legal non-conforming structure

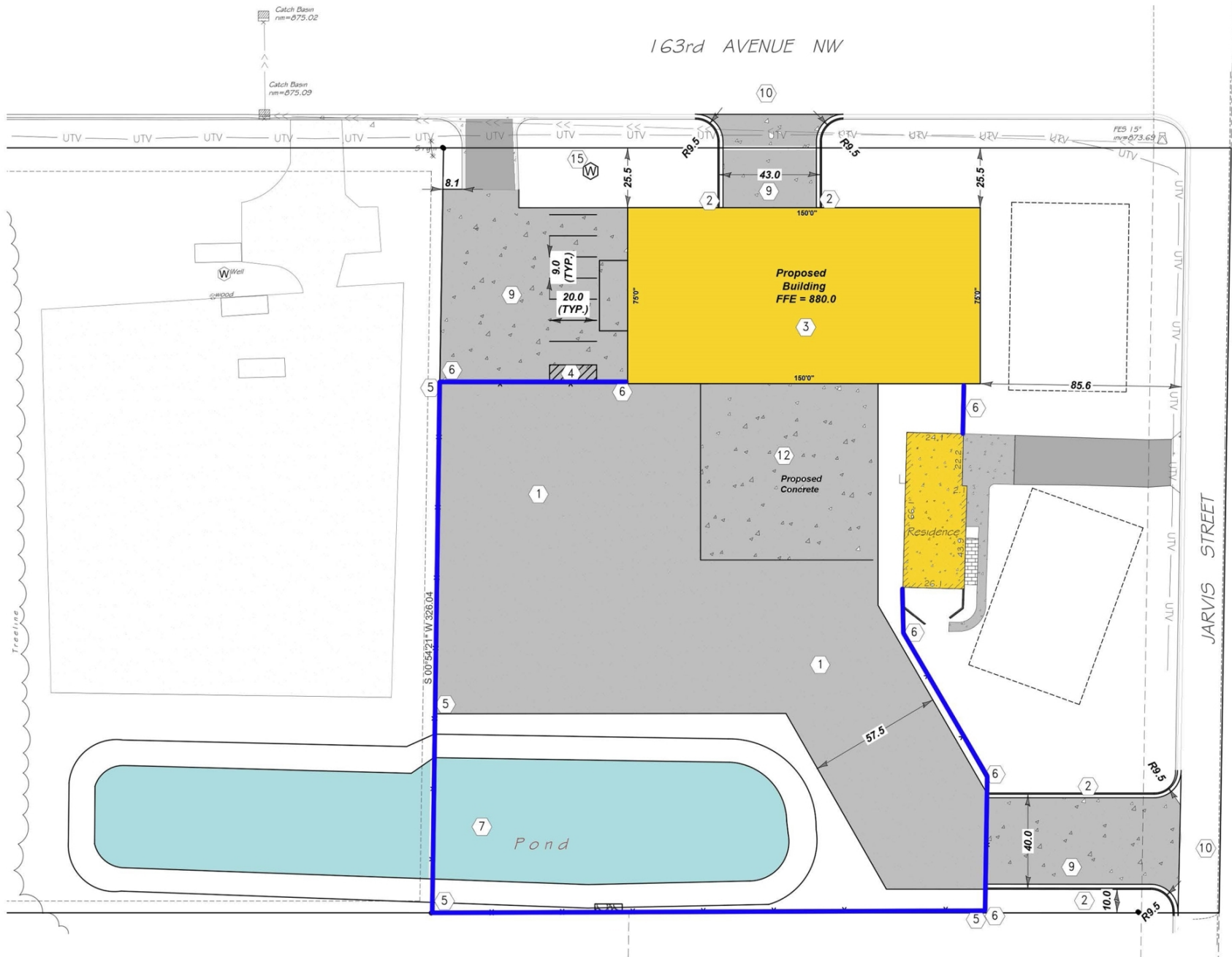
Planning Commission

- Inquired if the applicant had any concerns with the recommended conditions
 - The applicant did not express any specific concerns
- The shared holding pond was discussed – cooperation needed
- Had no concerns and unanimously recommended approval

Action Requested

- Approve, by motion, the CUP with the 13 conditions outlined in the memo

163rd AVENUE NW



1

163rd Avenue

75-00856-0110

75-00013-1410

SITE

Jarvis Street

1

163rd Avenue

75-00856-0110



Jarvis Street



Request for Action

To
City Council

Item Number
7.4

Meeting Date
August 19, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary Plat and Ordinance 24-19 Amendment:
Bradford Park South Development, PID 75-00136-
1300 - Lennar Homes

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Preliminary Plat of Bradford Park Development South, with the following conditions:

1. Council approval of an ordinance amendment expanding the PUD district for Bradford Park.
2. All access to County Road 40 must meet Sherburne County's access management guidelines.
3. Streets and access must comply with MN State Fire Code Chapter 5 and Appendix D.
4. Staff approval of all site, utility, engineering, and landscaping plans.
5. Submit an updated phasing plan outlining the anticipated subdivision additions.
6. Hydrants must be spaced to ensure all portions of a residence are within 250 feet of a hydrant.
7. All watermains shall be looped. Dead-end watermains are not permitted.
8. State and local approval of all wetland permits related to the wetland impacts.
9. Construct trails and trail connections as recommended by the Parks and Recreation Commission.
10. Mailboxes shall be clustered.
11. Driveways shall be limited to 20 feet wide at the property line or the entire distance between the curb & sidewalk.
12. All buildable lots shall include a drainage and utility easement for areas within the 45-foot wetland setback or within 45 feet of the OHW for stormwater ponds.
13. Grading for trails along the pond shall be designed to minimize impacts to existing grades and vegetation.
14. At least one mid-block connection along Road H must be added to improve connectivity to the trail around the pond.
15. Landscape plans shall identify an overstory tree in the front yard of every parcel and no more than four of the same tree species shall be on adjacent lots.
16. A sign noting "future through street" shall be posted at all temporary dead-end streets.
17. The developer shall construct a trail behind the homes along the west side of the cul-de-sac for Road H. The trail shall extend from 185th Ave north and connect with the trail shown on the west side of Cleveland.
18. The required trail connection shall provide credit toward the park dedication requirements for the subdivision. The land dedication and per-unit fee will be calculated with the future final plat.

The Elk River Vision

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



Adopt, by motion, Ordinance 24-19 amending Sec. 30-1600 to include the additional land included in the Bradford Park PUD.

Background/Discussion

The applicant, US Home LLC, (Lennar) has submitted a proposal to expand the Bradford Park Development across the pond to Cleveland Street (CR 40). Previous approvals included 314 single-family homes and focused on the area west of the pond. The new proposal would develop the remainder of the land near the pond and CR 40 and includes 119 single-family lots, bringing the total lot count of Bradford Park to 433 single-family homes. The current proposal differs from the previous project in that it no longer includes townhomes or private streets. All lots within the subdivision are now detached single-family units with lots between 55 and 65 feet wide.

Parks and Recreation

The Parks and Recreation Commission reviewed the Bradford Park South plat on Wednesday, August 14. The Commission recognized, per city ordinance, that Phase 1 required 26.56 acres of land dedication. Phase 1 dedicates 27.37 acres, a difference of 0.8056. Phase 2 (Bradford South) requires 10.067 acres of land or a cash dedication of \$364,821.87. The additional Phase 1 excess dedication of 0.8056 acres is applied to the Phase 2 (South) park dedication requirements.

The Commission recommended the developer construct a trail behind the homes along the west side of the cul-de-sac for Road H. The trail would extend from 185th Ave north and connect with the trail shown on the west side of Cleveland. This trail connection would provide credit towards the land dedication requirements for the subdivision, estimated at 2.5 acres or roughly \$90,598 for a total of 3.3056 acres with an equivalent cash value of \$119,792. The final land dedication and per-unit fee will be calculated based on the plans submitted with the final plat of this area. The park and trail locations are shown on the attached exhibit.

Planning Commission

The Planning Commission held a public hearing regarding this application on July 23, 2024. No one spoke for or against the application. After the meeting, the resident at 18434 Cleveland St NW contacted staff with questions. Staff met with the resident and reviewed the submitted plans. He did not have any concerns with the current application and appreciated the transition away from the townhomes that previous plans had shown along his property line.

The Planning Commission discussed the smaller lots (55 feet wide) and their distribution within the plat. They supported the smaller lots and noted that our surrounding communities have continued to move towards narrower single-family lots. The Commission supports the removal of the townhomes, noting the benefit to the neighboring property owner, and believes the narrower lots address the affordability guidance from the Comprehensive Plan.

The Commission unanimously recommended approval of the Preliminary Plat and the ordinance amendment with the conditions noted in the memo.

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. Planning Commission Packet dated July 23, 2024
2. Park and Trail Exhibit
3. PUD Ordinance
4. Presentation



Request for Action

To
Planning Commission

Item Number
4.3

Meeting Date
July 23, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary Plat and Ordinance Amendment:
Bradford Park South Development - Lennar Homes

Reviewed by
Chris Leeseberg

Action Requested

Recommend, by motion, approval of the Preliminary Plat of Bradford Park Development South, with the following conditions:

1. Council approval of an ordinance amendment expanding the PUD district for Bradford Park.
2. All access with County Road 40 shall meet Sherburne County's access management guidelines.
3. Streets and access must comply with MN State Fire Code Chapter 5 and Appendix D.
4. Staff approval of all site, utility, engineering, and landscaping plans.
5. Submit an updated phasing plan outlining the anticipated subdivision additions.
6. Hydrants must be spaced to ensure all portions of a residence are within 250 feet of a hydrant.
7. All watermains shall be looped. Dead-end watermains are not permitted.
8. State and local approval of all wetland permits related to the wetland impacts.
9. Construct trails and trail connections as recommended by the Parks and Recreation Commission.
10. Mailboxes shall be clustered.
11. Driveways shall be limited to 20 feet wide at the property line or the entire distance between curb & sidewalk.
12. All buildable lots shall include a drainage and utility easement for areas within the 45-foot wetland setback or within 45 feet of the OHW for stormwater ponds.
13. Grading for trails along the pond shall be designed to minimize impacts to existing grades and vegetation.
14. At least one mid-block connection along Road H must be added to improve connectivity to the trail around the pond.
15. Landscape plans shall identify an overstory tree in the front yard of every parcel and no more than four of the same tree species shall be on adjacent lots.
16. A sign noting "future through street" shall be posted at all temporary dead-end streets.

Recommend, by motion, approval of an ordinance amending Sec. 30-1600 to include the additional land included in the Bradford Park PUD.

The Elk River Vision

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



Background/Discussion

The applicant, US Home LLC, (Lennar) has submitted a proposal to expand the Bradford Park Development across the pond and to Cleveland Street (CR 40). Previous approvals included 314 single-family homes and focused on the area west of the pond. The new proposal would develop the entire area and include 119 additional lots, bringing the total lot count of Bradford Park to 433 single-family homes. The current proposal differs from the previous project in that it no longer includes townhomes or private streets. All of the lots are now detached single-family units with lots between 55 and 65 feet wide.

Comprehensive Plan

The Comprehensive Plan guides the project area for Mixed-Residential Neighborhood Uses. This designation consists of neighborhoods with multiple housing types, including detached single-family homes, townhomes, villas (patio homes) etc.

The current proposal consists of two different detached single-family lot sizes and no longer includes townhomes. This is a departure from the Comprehensive Plan which contemplates a range of housing types with the intent of improving affordability. The Planning Commission should consider whether the current proposal meets the intent of the Comprehensive Plan. Additional density and housing types could be required, as is noted in the approved plans.

Streets and Trails

The current project connects to previous approvals via the pond crossing that is 185th Ave. This crossing was included in the original approval and the location does not change. There is one additional street connection to Cleveland St, which will need to be modified to meet Sherburne County's access spacing guidelines. The county recommends this access be converted to a $\frac{3}{4}$ access, limiting left-turn out movements.

As the proposed city streets comply with city standards, parking will be permitted on both sides of the street. Previous documents, along with the EAV, included a parking analysis demonstrating sufficient on-street parking, beyond what is provided on the driveways.

All proposed city streets include a sidewalk along at least one side of the street. The development's feature trail around the pond is shown as part of this phase. This trail includes connections to city sidewalks and the planned city park. Staff recommend adding at least one mid-block connection from Road H to the trail around the pond. The only access shown on the existing plan is from the pond crossing at 185th Ave.

Parcel Design and Layout

The lot widths of 55 feet and 65 feet are both below the city standard of an 80-foot-wide single-family lot, but are consistent with what was approved in the first phase of Bradford Park. The city has approved a number of other projects with 65-foot lots, Miske Meadows and Twin Lakes Estates as nearby examples, but the first phase of Bradford Park is the only subdivision with single-family lots at 55-feet wide.

Concerns with smaller lots noted during previous discussions include parking and distance between structures. The parking analysis provided by the applicant shows ample street parking and the PUD ordinance for Bradford Park limits driveways to 20-feet wide in an effort to maintain street parking.

Proposed setbacks are as follows:

Front Yard	25 feet (30 feet is the R-1c standard)
Corner lots reduced to 20 feet on non-address street	
Side Yard	7.5 feet (5 and 10 feet are standard)
Rear Yard	20 feet (20 feet is the standard)

To avoid multiple similar homes being constructed near one another, the PUD includes an internal monotony code to improve visual diversity along the streets.

Engineering and Utilities

The engineering plans continue to be reviewed for consistency with city standards, and for concerns related to future public ownership of public improvements. Concerns will be discussed with the developer.

The subdivision is located within the urban service area and all parcels will be served by city sewer and water. In addition to sewer and water, stormwater infrastructure includes a network of stormwater basins and pipes to ensure the project complies with state and local requirements. Upon acceptance of the public improvements, staff will also require the outlots with completed stormwater features to be deeded to the city.

Landscaping

The provided landscape plan includes a variety of overstory, evergreen and ornamental trees planted throughout the development. Ordinance requires two trees per residential lot, one of which must be an overstory (shade) tree. Staff recommend improving the variation of the trees planted along the city street to minimize future disease/insect concerns. Plans should be updated to show that no more than 4 of the same species will be planted along abutting lots or across the street. Similar to the internal monotony code applied to home designs and facades.

Applicable Regulations

Preliminary Plat

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

Previous discussions and approvals regarding Bradford Park included a rezoning of the current project area to Planned Unit Development (PUD). This rezoning has been recorded and the area is also included in the PUD ordinance governing this subdivision. The PUD ordinance will need to be updated to include any changes to the plans, documents, and standards.

Provided city ordinances are amended to include the expanded PUD, and recommended conditions are included, the proposed subdivision is consistent with all zoning regulations.

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 Comprehensive Plan guides the project area for Mixed-Residential Neighborhood Uses. This designation consists of neighborhoods with multiple housing types, including detached single-family homes, townhomes, villas (patio homes) etc.

Staff have noted that the proposed project no longer includes townhomes, which may not achieve the goals of the Comprehensive Plan by limiting housing diversity. The Planning Commission should discuss this change as part of their review.

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 physical characteristics of the site support the proposed use. The wetland impacts will be reviewed by the city and state through the established review process. Stormwater features, including a network of pipes and basins, will ensure water leaving the site, and flowing on to adjacent properties, is generally consistent with present day metrics.

Additionally, the applicant completed a thorough review of the site through an Environmental Assessment Worksheet (EAW) and all state and local entities have had an opportunity to comment on the project's

impact. With the removal of the townhomes, the unit count has decreased by 100 dwelling units, reducing traffic impacts and demands on city services.

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.

The subdivision includes public utilities and stormwater infrastructure that meets city requirements.

Additional permits required to comply with erosion control standards are a required and must be secured prior to building permit issuance.

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

The wetland impacts have been and continue to be under review. Approval of those impacts is included as a condition of approval. The development is also required to comply with setback standards outlined in the ordinance as they relate to wetlands and stormwater ponds.

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

There are no conflicts with easements of record.

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

The project abuts a large-single family parcel on three sides. The parcel is accessed via an existing driveway along Cleveland St, and a future road connection (Road K) would provide internal access to the site. The parcel remains developable and the applicant has submitted a ghost plat showing the potential use of the site for single-family development.

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.

In reviewing the standards for approval of a Preliminary Plat, the proposed project meets the standards, and is recommended for approval with the outlined conditions.

Financial Impact

None

Mission/Policy/Goal

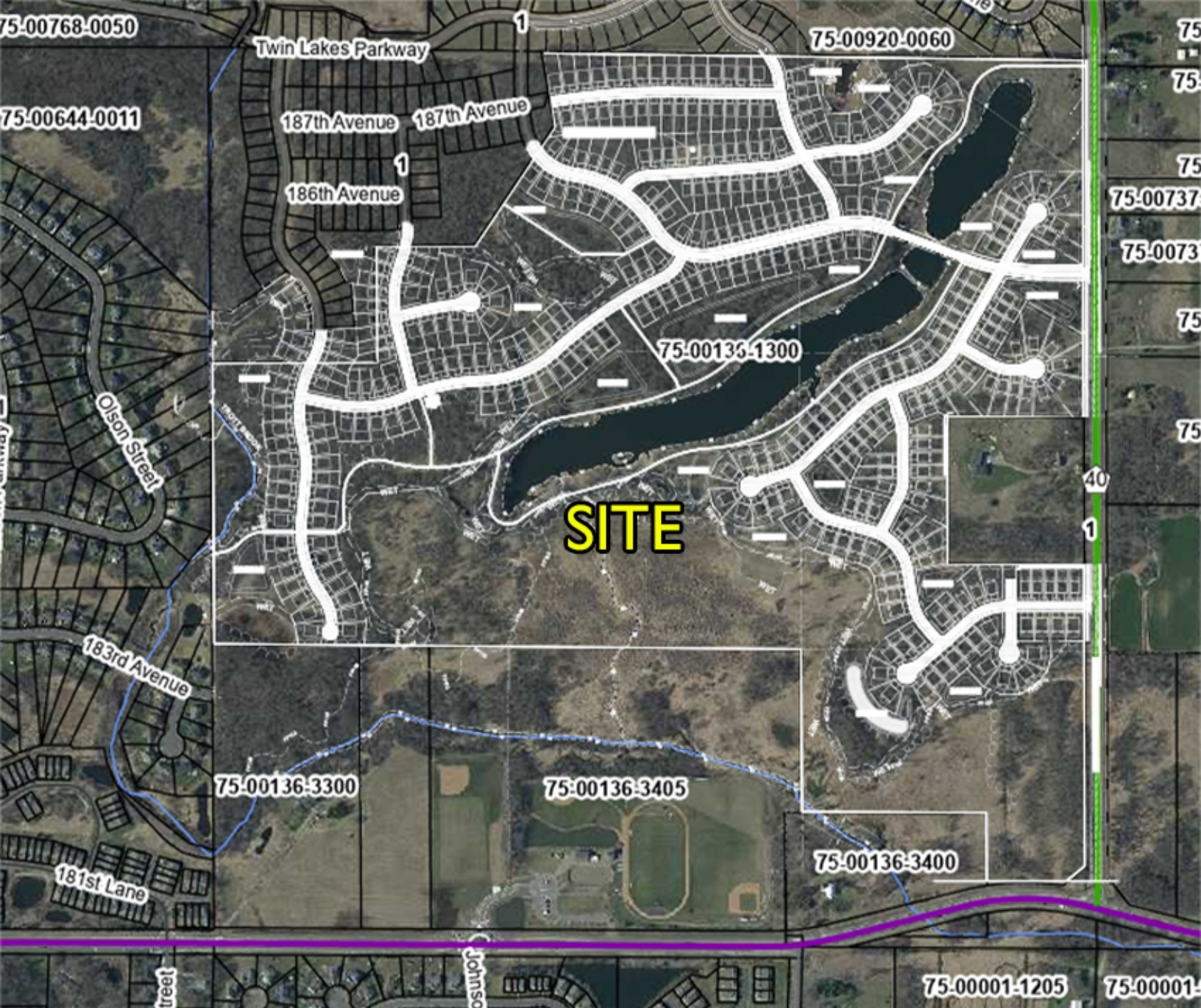
Meet changing needs - agile.

Opportunity to live, work, and play.

Support the growth and development of the community.

Attachments

1. Location Map
2. Bradford Park South Plans
3. Bradford Park - Park and Trail Exhibit
4. Ghost Plat of Adjacent Lot
5. Sherburne County Comments
6. Bradford Park PUD Ordinance



Project Location Map

Bradford Park South

Preliminary Plat

Case No: P 24-06

LENNAR HOMES
BRADFORD PARK DEVELOPMENT SOUTH

ELK RIVER, MINNESOTA

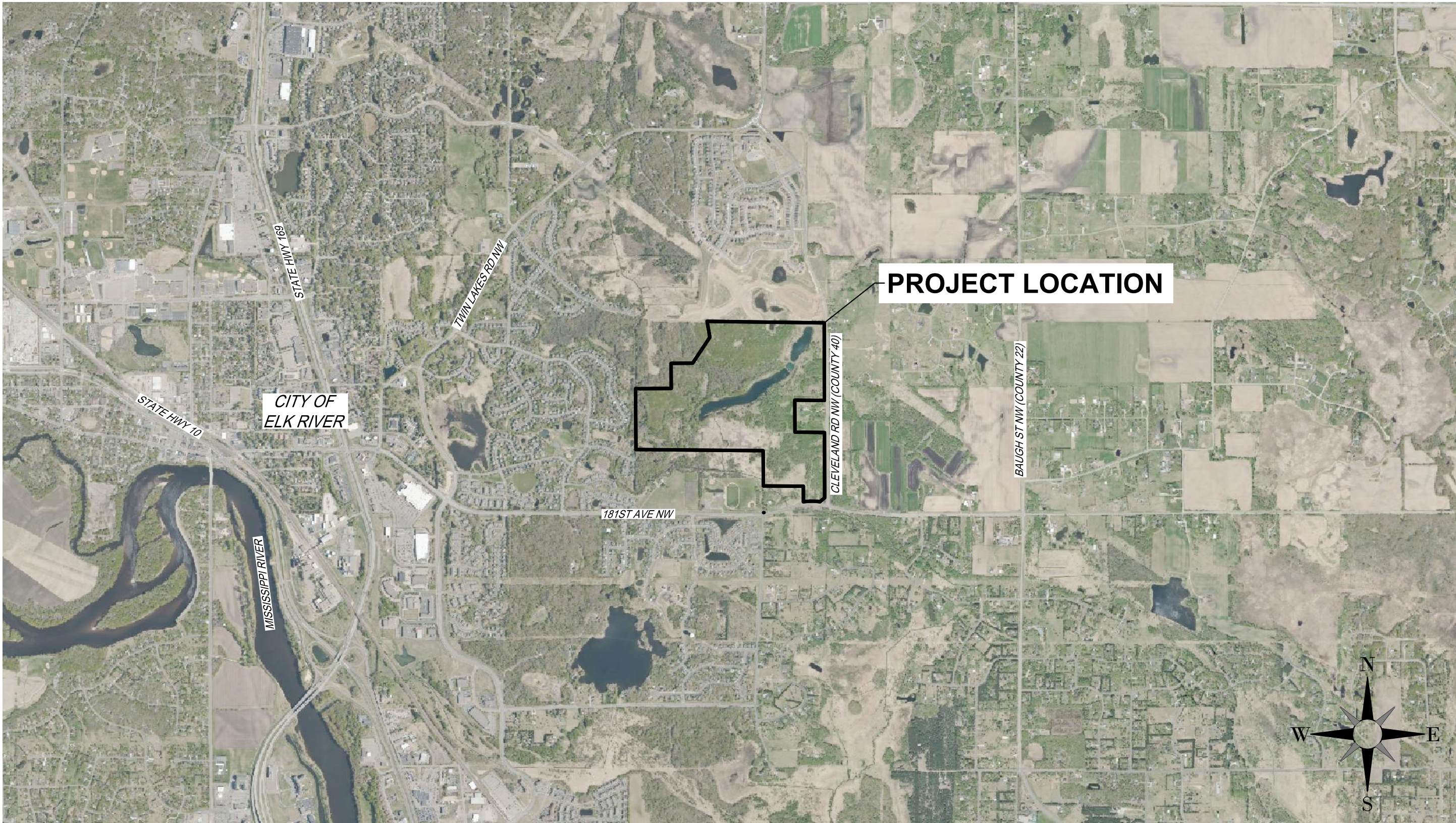
PRELIMINARY PLAT

ISG PROJECT # 22-26553



LEGEND

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



LOCATION MAP



ABBREVIATIONS:

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

PROJECT INDEX:

OWNER:

LENNAR HOMES
16305 36TH AVENUE NORTH
PLYMOUTH, MN 554466

PROJECT

ADDRESS / LOCATION:

S36 T33N R26W

SHERBURNE COUNTY
ELK RIVER, MINNESOTA

MANAGING OFFICE:

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

PROJECT MANAGER: JEREMY FOSS
EMAIL: JEREMY.FOSS@ISGINC.COM

SPECIFICATIONS REFERENCE

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

PROJECT DATUM

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

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

TOPOGRAPHIC SURVEY

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

SHEET INDEX

- TITLE SHEET
- OVERALL SITE PLAN
- SITE DETAILS
- SITE DETAILS
- SITE DETAILS
- SITE DETAILS
- STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
- STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
- STORMWATER POLLUTION PREVENTION PLAN (SWPPP)
- SWPPP DETAILS
- EXISTING SITE & REMOVALS PLAN
- EXISTING SITE & REMOVALS PLAN
- EXISTING SITE & REMOVALS PLAN
- OVERALL PRELIMINARY PLAT
- PRELIMINARY PLAT
- PRELIMINARY PLAT
- PRELIMINARY PLAT
- SITE PLAN
- SITE PLAN
- SITE PLAN
- UTILITY PLAN
- UTILITY PLAN
- UTILITY PLAN
- GRADING PLAN
- GRADING PLAN
- GRADING PLAN
- PLANTING PLAN
- PLANTING PLAN
- PLANTING PLAN
- PLANTING SCHEDULES
- OVERALL WETLAND IMPACTS PLAN
- DETAILED WETLAND IMPACTS PLAN
- DETAILED WETLAND IMPACTS PLAN
- DETAILED WETLAND IMPACTS PLAN

PROJECT GENERAL NOTES

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

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DATE: XXXX-XX-XX LIC. NO. XXXXX

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PROJECT

LENNAR HOMES

BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 1 TITLE (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

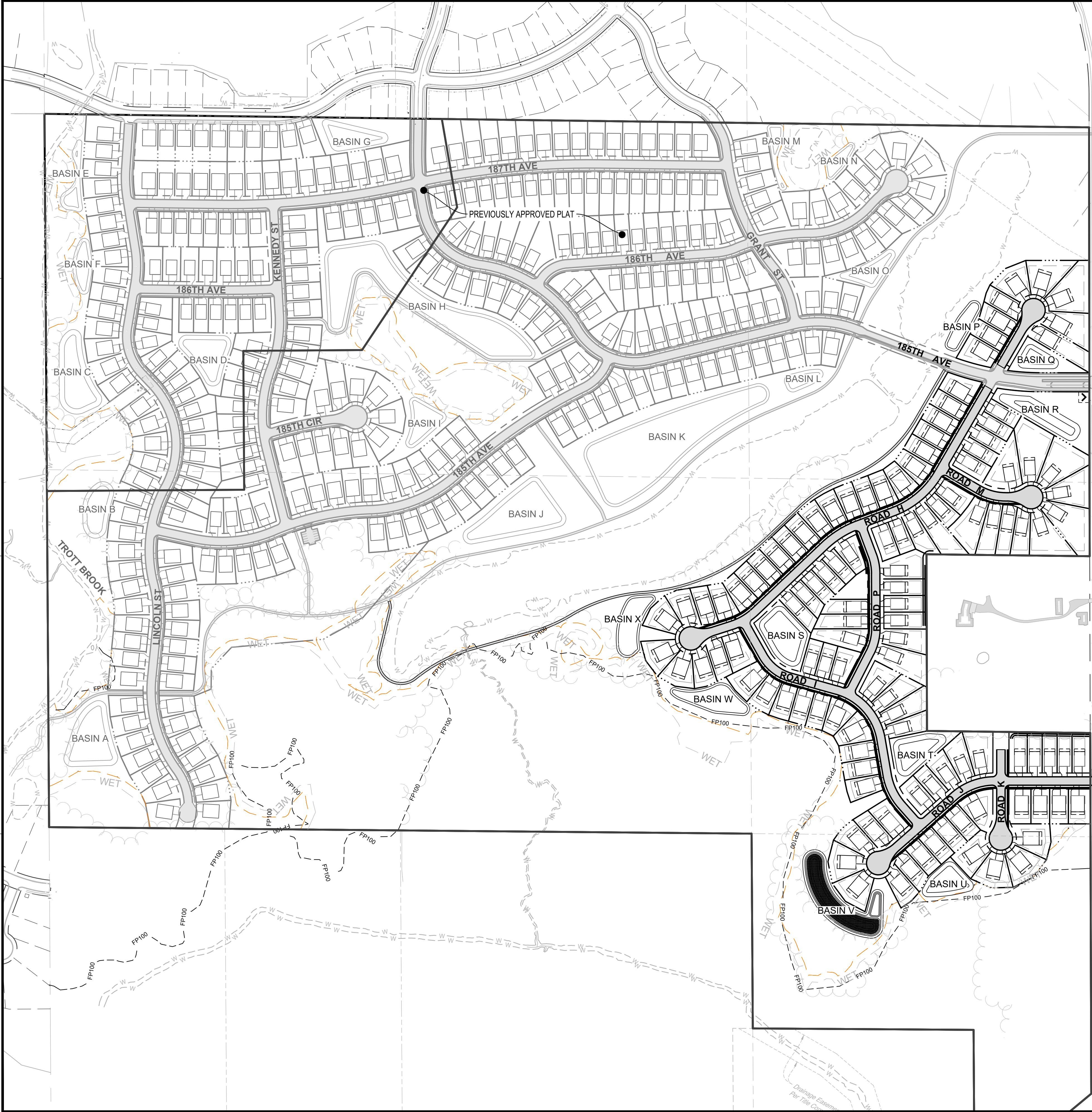
TITLE SHEET

SHEET

1

OF 35

PRELIMINARY NOT FOR CONSTRUCTION



SITE DATA	
ZONING:	PUD-PLANNED UNIT DEVELOPMENT
2040 LAND USE:	LOW DENSITY RESIDENTIAL
GROSS AREA:	11,008,851 SQ. FT / 252.73 AC
GROSS SITE DENSITY:	433 / 252.73 = 1.71 DUA
WETLAND AREA:	2,297,122 SQ. FT / 52.73 AC.
WETLAND IMPACTS:	117,327 SQ. FT / 2.69 AC
NET WETLAND AREA:	2,179,795 SQ. FT / 50.04 AC
*NET AREA:	8,711,729 SQ. FT / 200.00 AC.
NET SITE DENSITY:	433 / 200.00 = 2.17 DUA
PROPOSED ROW:	1,195,110 SQ. FT / 27.44 AC.
ROAD EASEMENT:	0 SQ. FT / 0 AC.
OUTLOT AREA:	5,634,745 SQ. FT / 129.36 AC.
**LOTS AREA:	4,178,996 SQ. FT / 95.94 AC.
IMPERVIOUS %	22.0% COVERAGE
TRAILS:	9,845 LF
*NET AREA = GROSS AREA - WETLAND AREA	
**LOTS AREA = GROSS AREA - PROPOSED ROW - ROAD EASEMENT - OUTLOT AREA	

NOTE: DENSITY IN THE CALCULATIONS ABOVE IS INCLUDING THE ENTIRE SITE INCLUDING THE PREVIOUSLY APPROVED PLAT AREA.

DEVELOPMENT REGULATIONS (PUD)	
SINGLE FAMILY LOTS	
FRONT SETBACK	25'-0"
SIDE SETBACK	7'-6"
REAR SETBACK	20'-0"
CORNER SETBACK	20'-0"

SITE SUMMARY				
LOT TYPES	UNIT COUNT	TYPICAL LOT WIDTH	TYPICAL LOT DEPTH	TYPICAL LOT AREA
MIN. 55' SINGLE FAMILY LOTS	53	55'	130'	7,150 SF
MIN. 65' SINGLE FAMILY LOTS	66	65'	130'	8,450 SF
TOTAL UNITS	119			

NOTE: SITE SUMMARY TABLE ONLY REFLECT NEW PRELIMINARY PLAT AREA.



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PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 2 OVERALL (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE
OVERALL SITE
PLAN

SHEET

2

OF 35

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DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 3 DETAILS (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

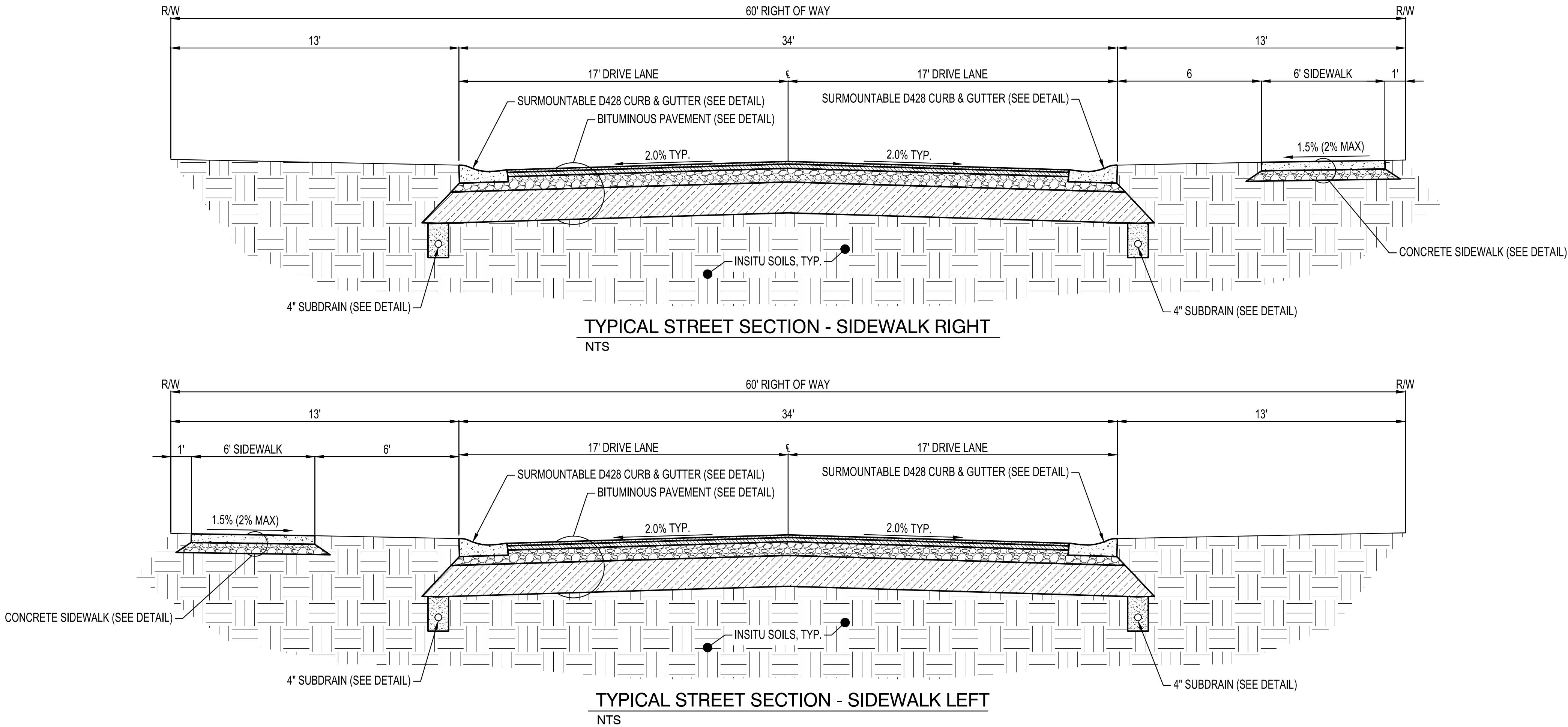
TITLE

SITE DETAILS

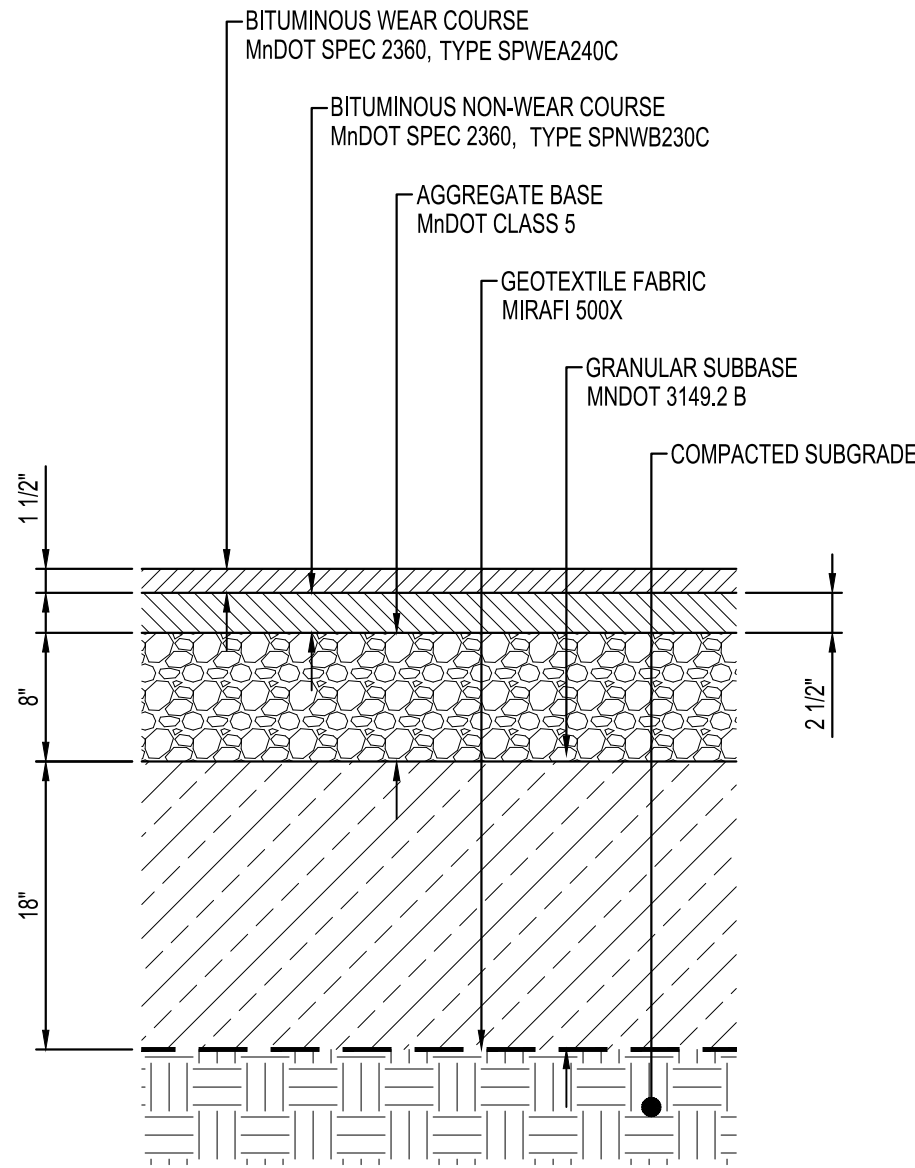
SHEET

3

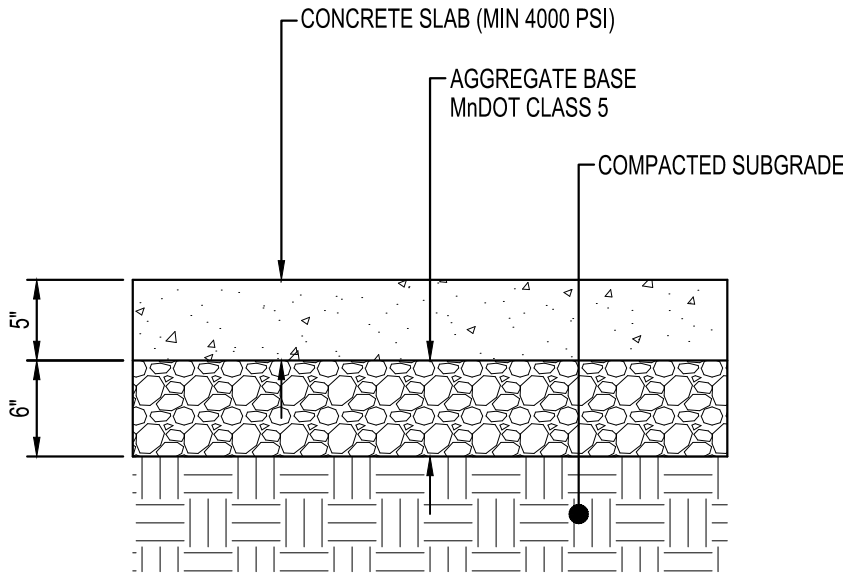
OF 35



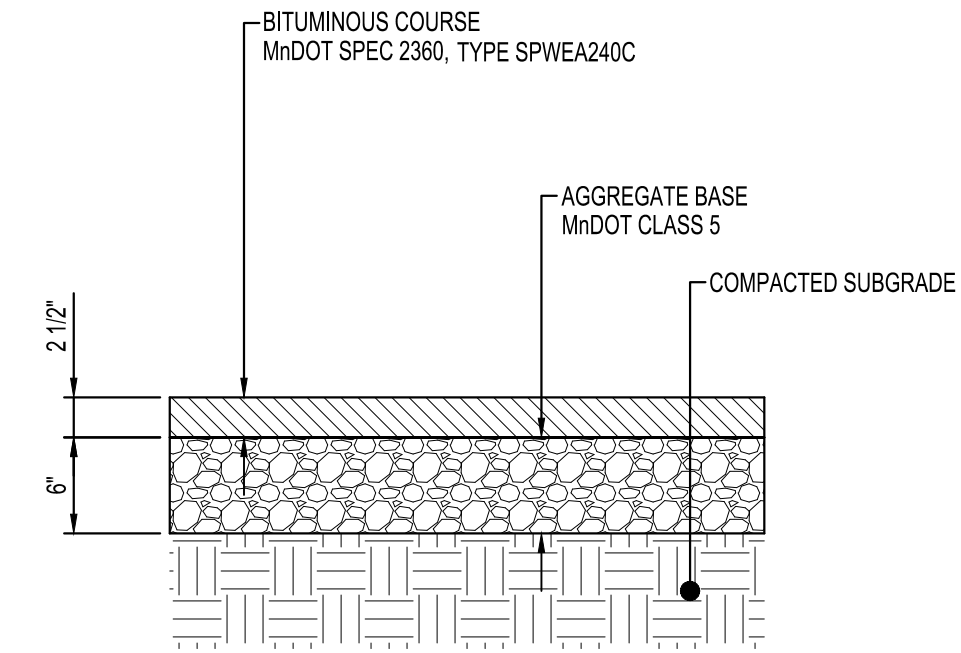
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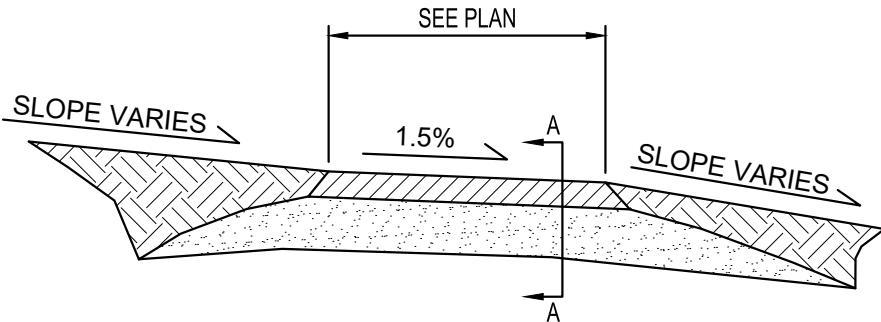
BITUMINOUS PAVEMENT
NTS ST117



CONCRETE SIDEWALK
NTS ST165



SECTION A-A



TYPICAL TRAIL SECTION
NTS ST950



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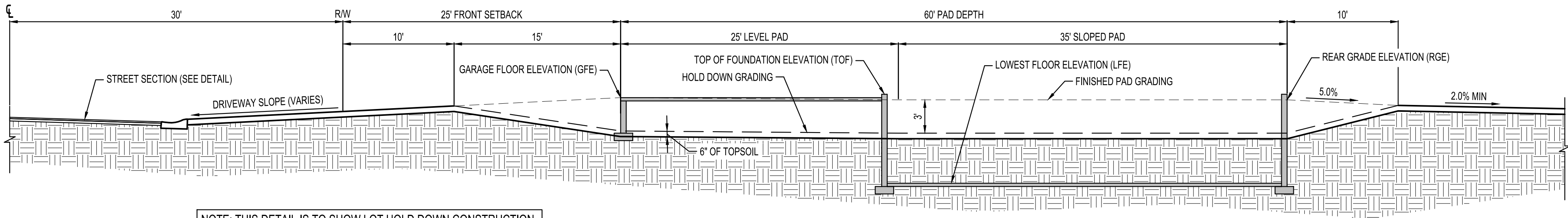
SITE DETAILS

SHEET

4

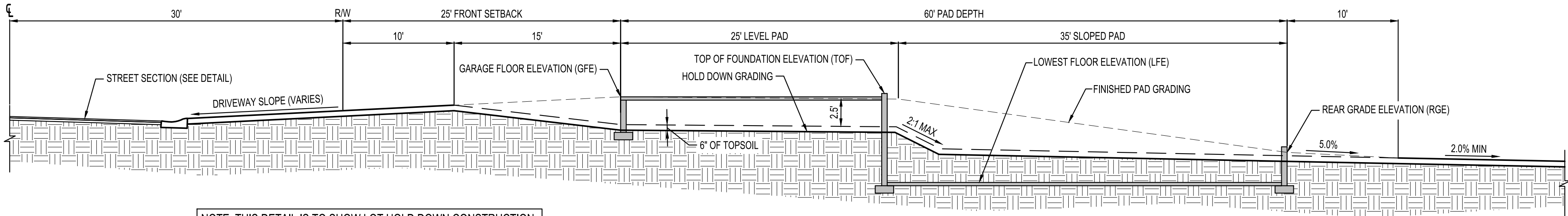
OF 35

PRELIMINARY NOT FOR CONSTRUCTION



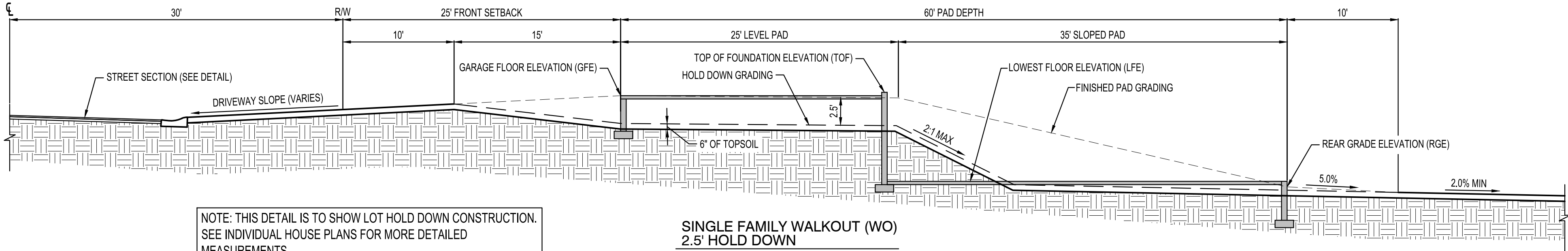
NOTE: THIS DETAIL IS TO SHOW LOT HOLD DOWN CONSTRUCTION. SEE INDIVIDUAL HOUSE PLANS FOR MORE DETAILED MEASUREMENTS.

SINGLE FAMILY FULL BASEMENT (FB)
3.0' HOLD DOWN
NTS



NOTE: THIS DETAIL IS TO SHOW LOT HOLD DOWN CONSTRUCTION. SEE INDIVIDUAL HOUSE PLANS FOR MORE DETAILED MEASUREMENTS.

SINGLE FAMILY LOOKOUT (LO)
2.5' HOLD DOWN
NTS



NOTE: THIS DETAIL IS TO SHOW LOT HOLD DOWN CONSTRUCTION. SEE INDIVIDUAL HOUSE PLANS FOR MORE DETAILED MEASUREMENTS.

SINGLE FAMILY WALKOUT (WO)
2.5' HOLD DOWN
NTS



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LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 3 DETAILS (PPLAT-SE)
DRAWN BY	TTK
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REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

SITE DETAILS

SHEET

5

OF 35

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LENNAR HOMES
**BRADFORD PARK
DEVELOPMENT SOUTH**

ELK RIVER MINNESOTA

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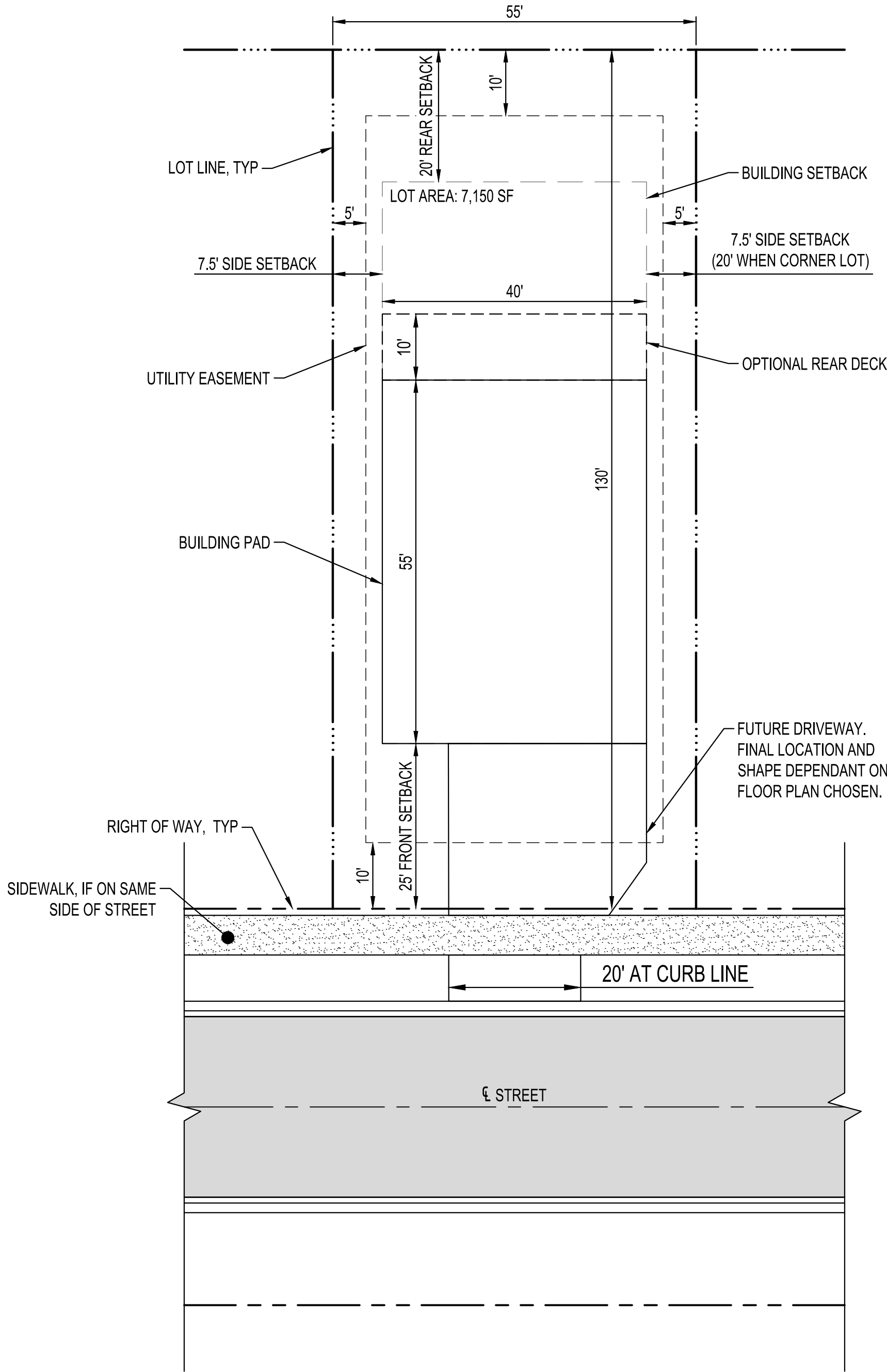
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SITE DETAILS

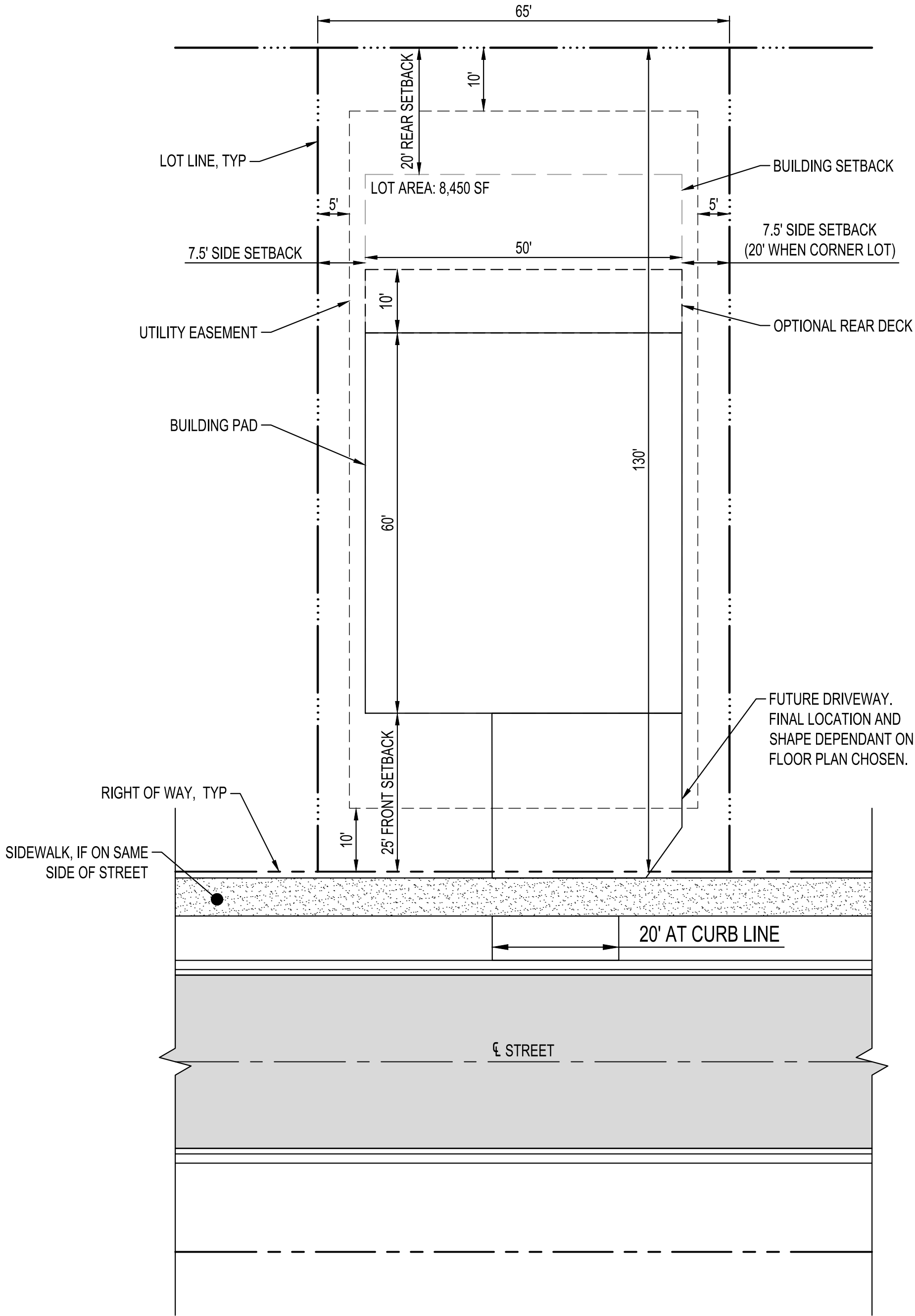
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6

OF 35

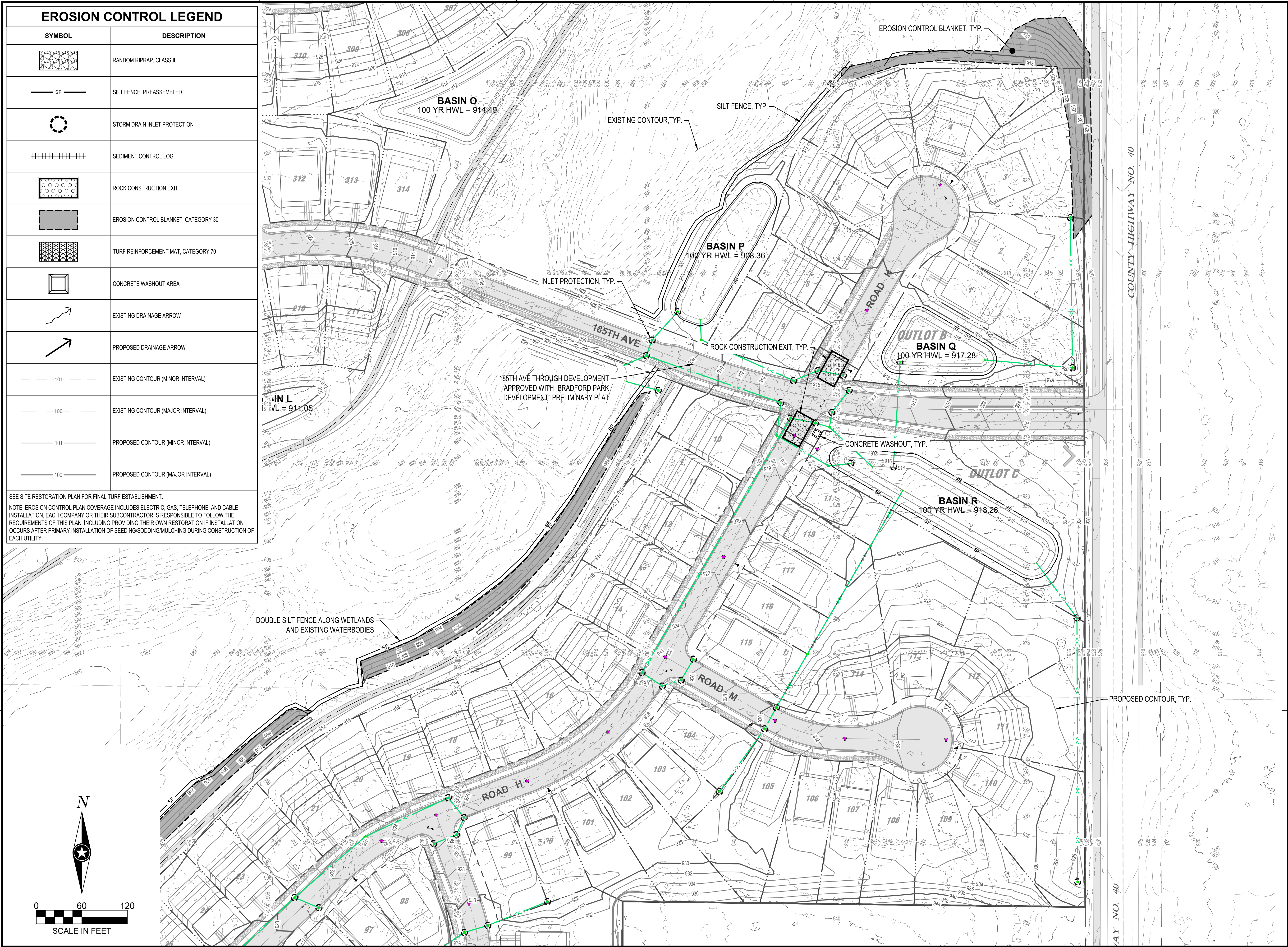


55' SINGLE FAMILY
TYPICAL LOT LAYOUT



65' SINGLE FAMILY
TYPICAL LOT LAYOUT

PRELIMINARY NOT FOR CONSTRUCTION



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PROJECT

LENNAR HOMES

**BRADFORD PARK
DEVELOPMENT SOUTH**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 4 SWPPP (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

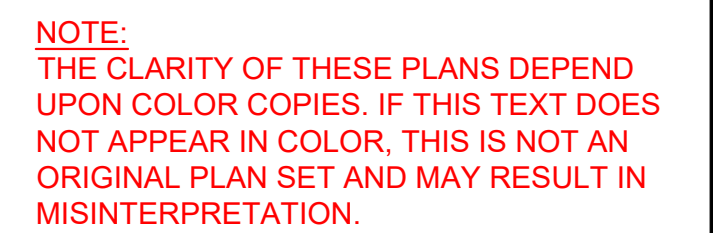
TITLE

**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET

7

OF 35

DATE XXXX-XX-XX LIC. NO. XXXXXX

PROJECT

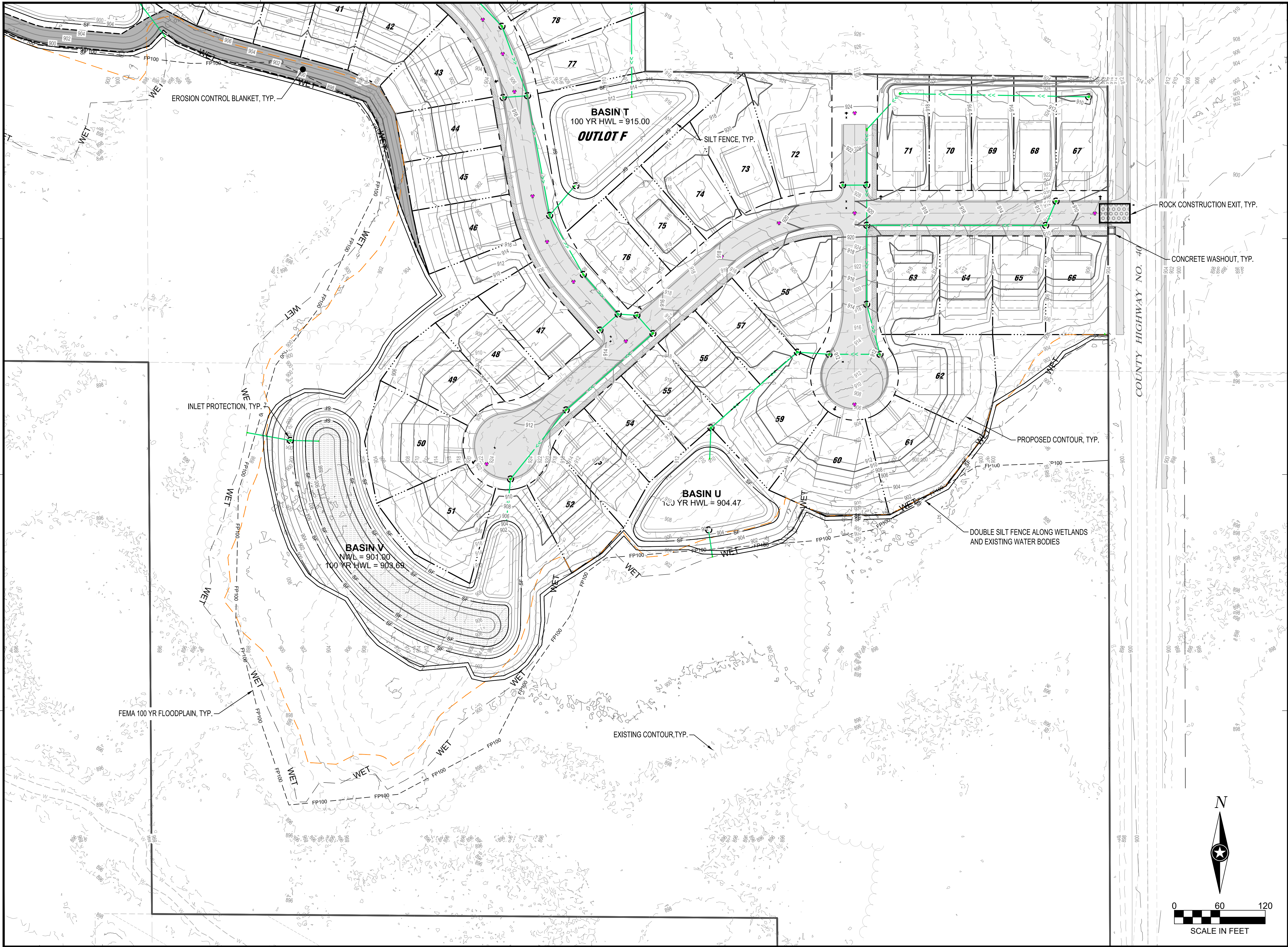
ELK RIVER MINNESOTA

PROJECT NO.	22-26553
FILE NAME	26553 - 4 SWPPP (PLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

SHEET

8

OF 35



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PROJECT

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BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

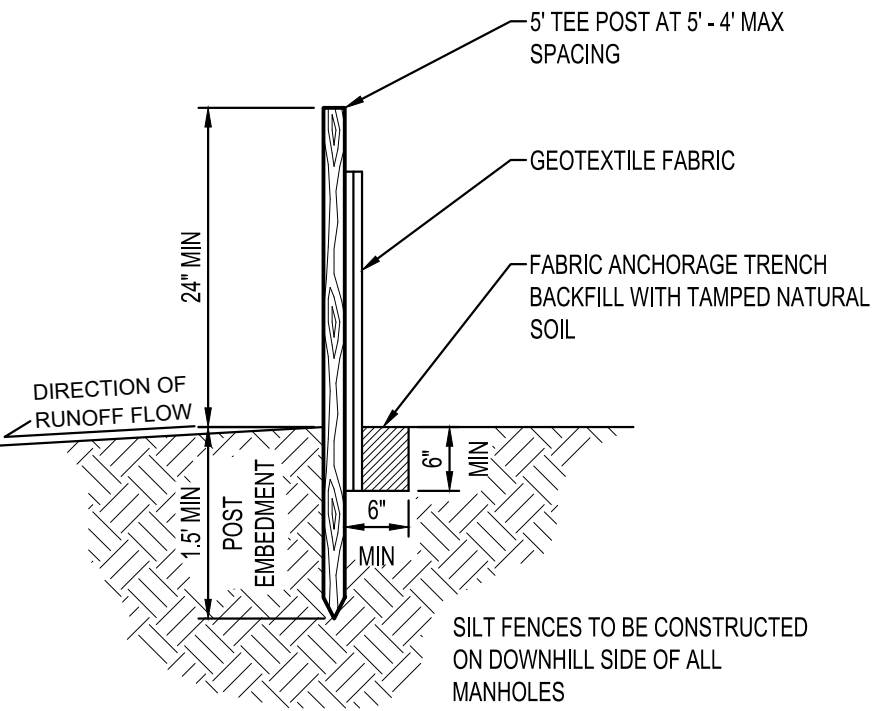
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 4 SWPPP (PPLAT-SE)
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CLIENT PROJECT NO.	-

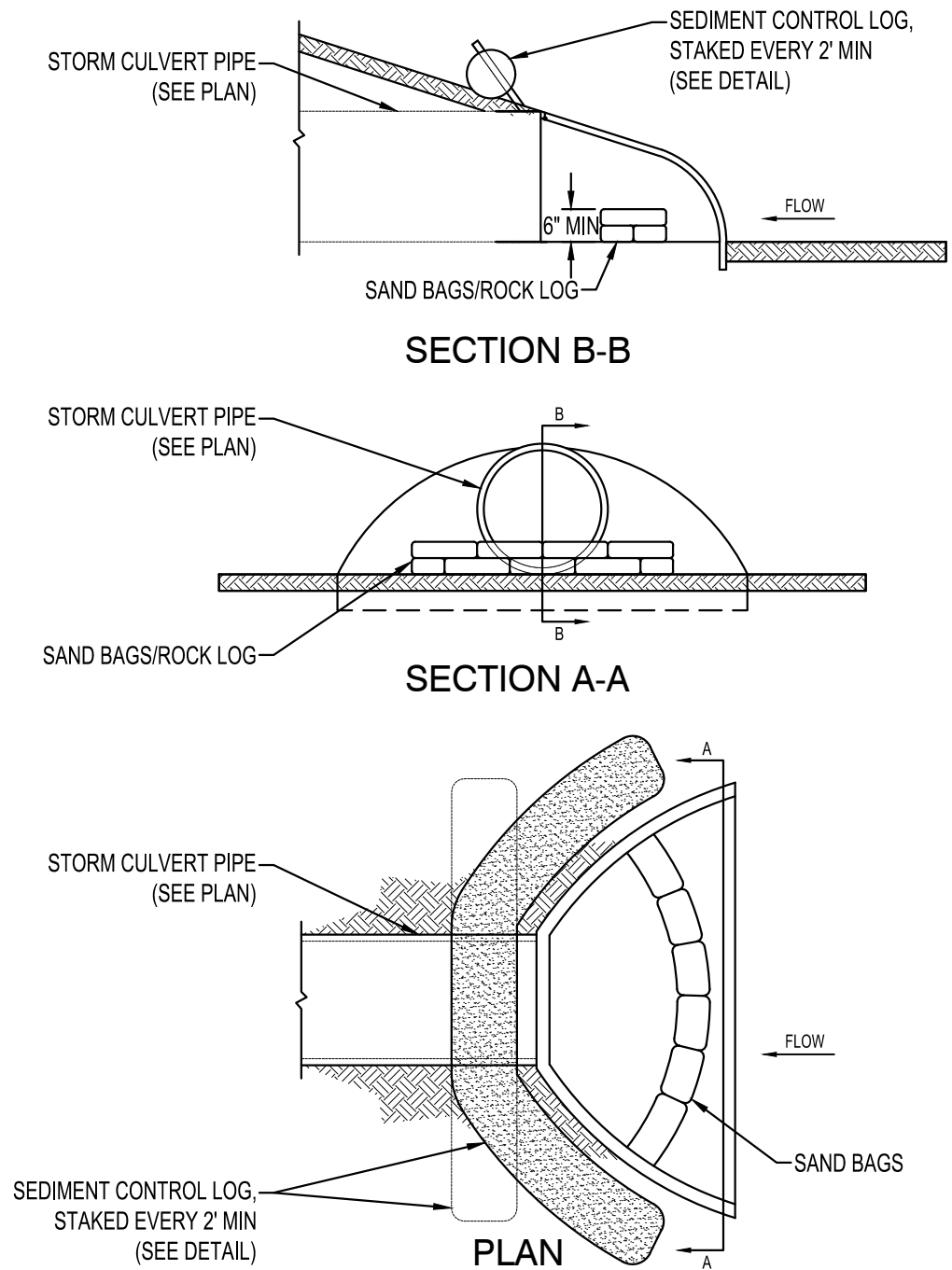
TITLE
**STORMWATER
POLLUTION
PREVENTION PLAN
(SWPPP)**

SHEET
9
OF 35

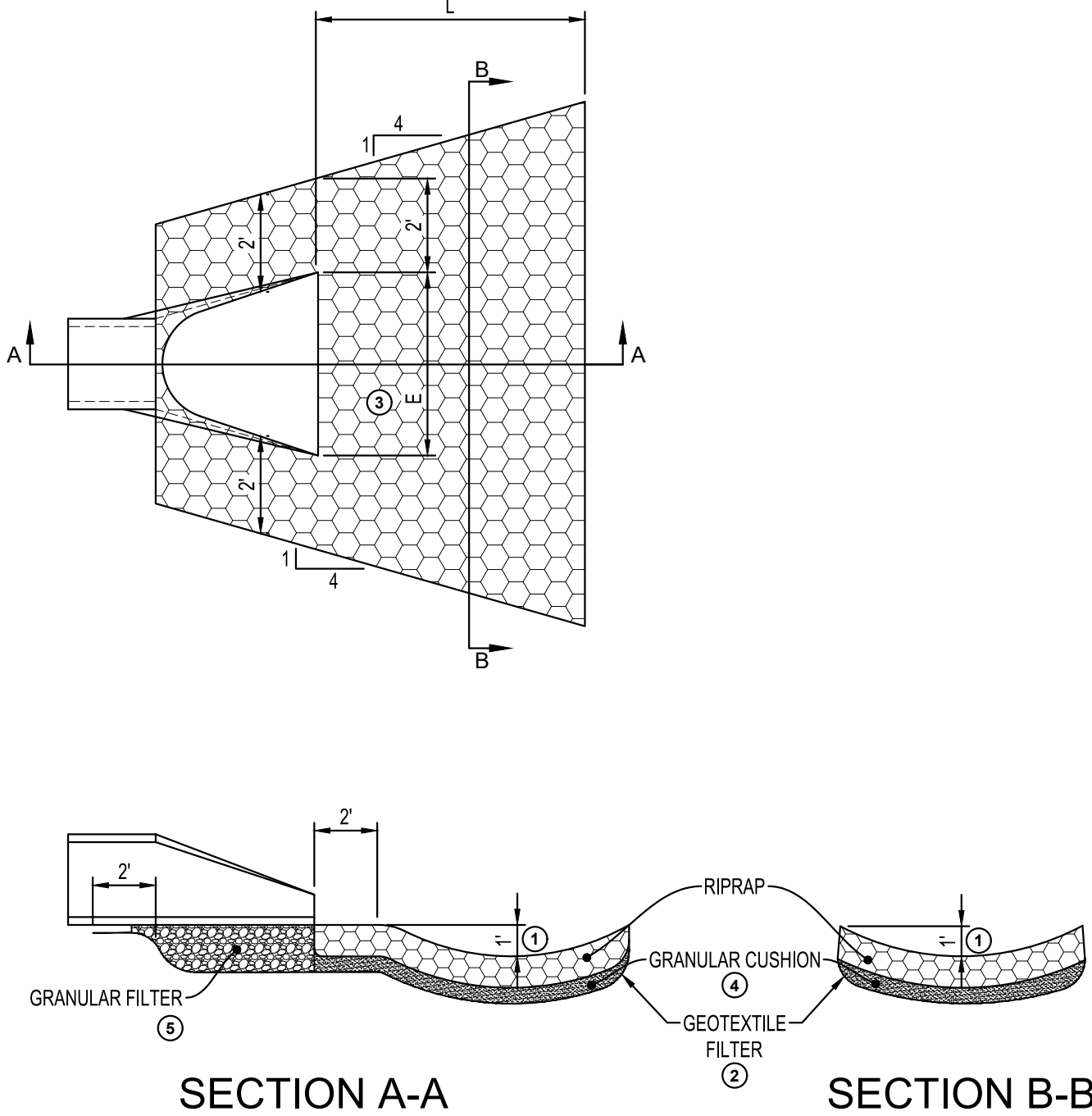
PRELIMINARY NOT FOR CONSTRUCTION



SILT FENCE
NTS EC100



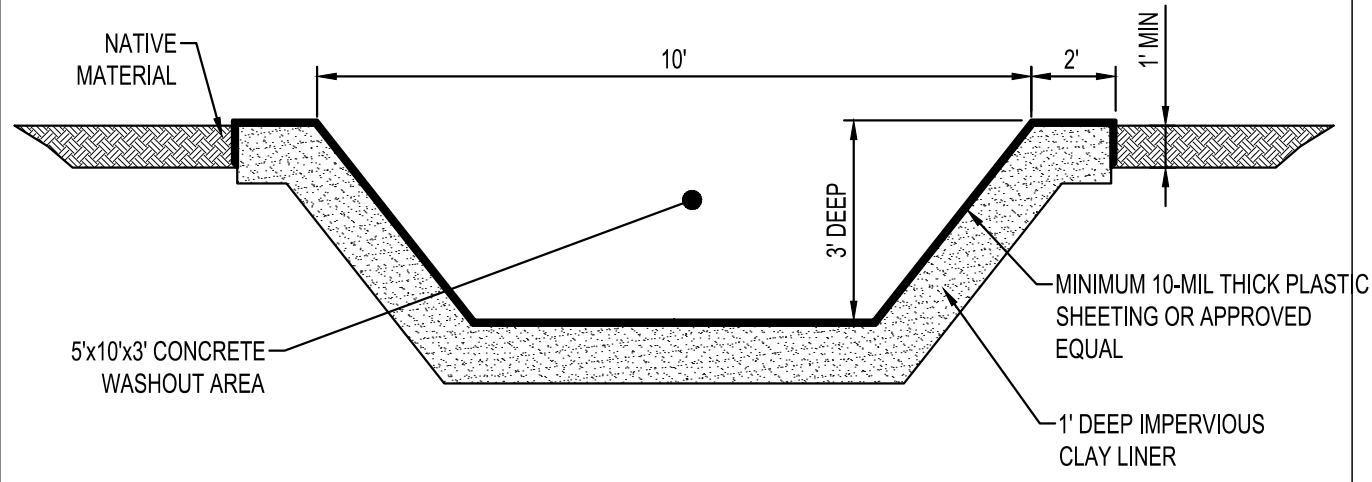
**CULVERT PIPE
DITCH CHECK**
NTS EC345



RIPRAP AT RCP OUTLET
NTS EC400

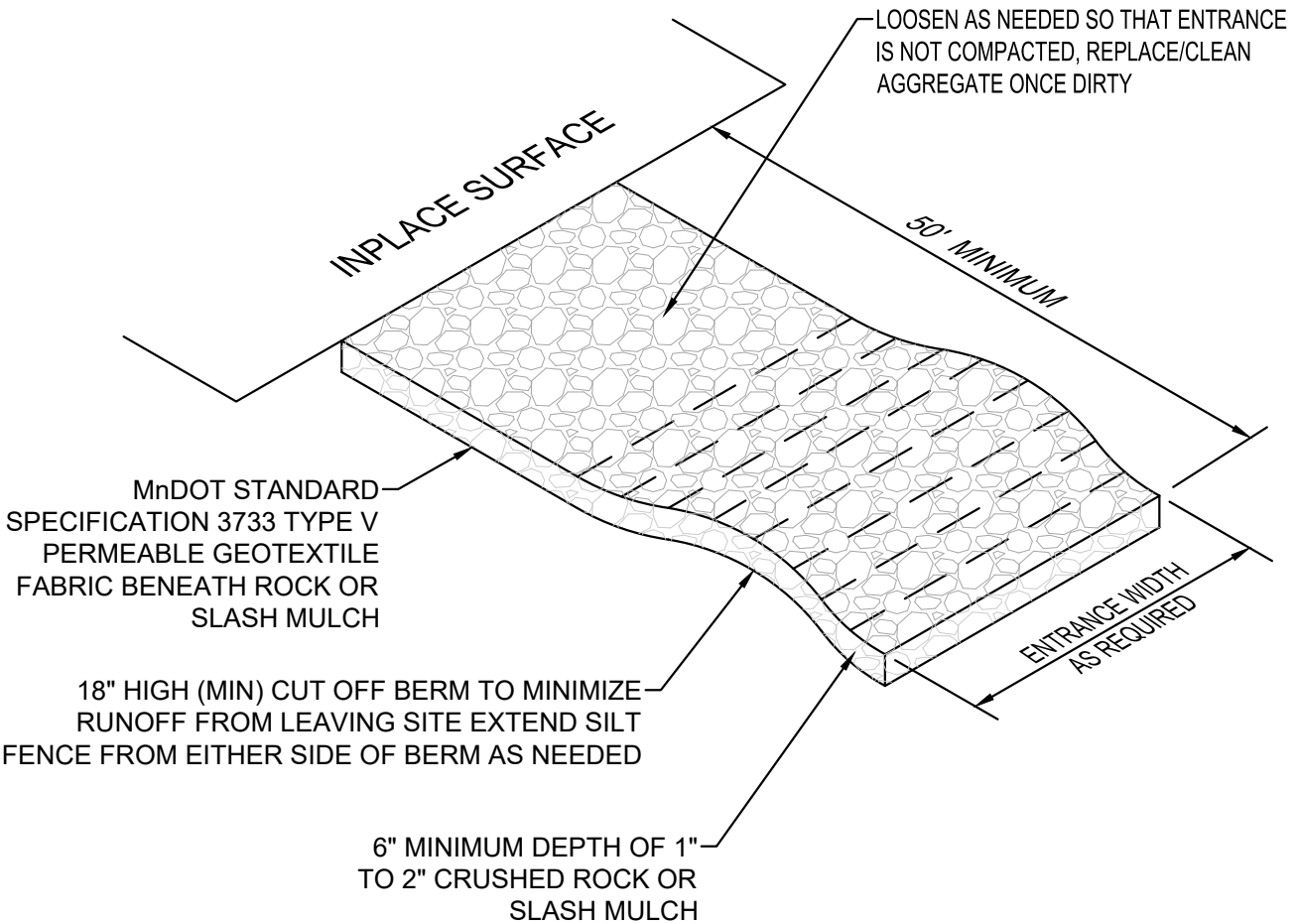
DIMENSIONS			
PIPE Ø (INCHES)	L (FEET)	PIPE Ø (INCHES)	L (FEET)
12	8	27	12
15	8	30	14
18	10	36	16
21	10	42	18
24	12	48	20

- NOTES:**
- REQUIREMENTS FOR GEOTEXTILE TYPE, RIPRAP SIZE AND THICKNESS WILL BE DESIGNATED IN THE PLANS.
- PIPE SIZES LARGER THAN THOSE SHOWN REQUIRE A SPECIAL DESIGN
- FOR PIPES GREATER THAN OR EQUAL TO 30", USE 1.5'
 - GEOTEXTILE FILTER, MNDOT SPEC. 3733, SHALL COVER THE BOTTOM AND SIDES OF THE AREA EXCAVATED FOR THE RIPRAP, GRANULAR FILTER MATERIALS
 - DIMENSION "E" IS GIVEN ON MNDOT STANDARD PLATES 3100 AND 3110.
 - GRANULAR FILTER, MNDOT SPEC. 3601, MAY BE USED AS A CUSHION LAYER. PLACE FILTER PER SPEC. 2511. THE CUSHION LAYER IS INCIDENTAL
 - GRANULAR FILTER OR RIPRAP, SPEC. 3601, TO EXTEND UNDER THE ENTIRE OPEN PORTION OF PIPE APRON. DEPTH OF MATERIAL UNDER APRON SHALL MATCH RIPRAP DEPTH. WHEN USING RIPRAP, INCREASE RIPRAP QUANTITY ACCORDINGLY AND PLACE A 3" LAYER OF 1.5" CRUSHED ROCK UNDER THE APRON TO AID IN GRADING FOR APRON PLACEMENT. CRUSHED ROCK IS INCIDENTAL.

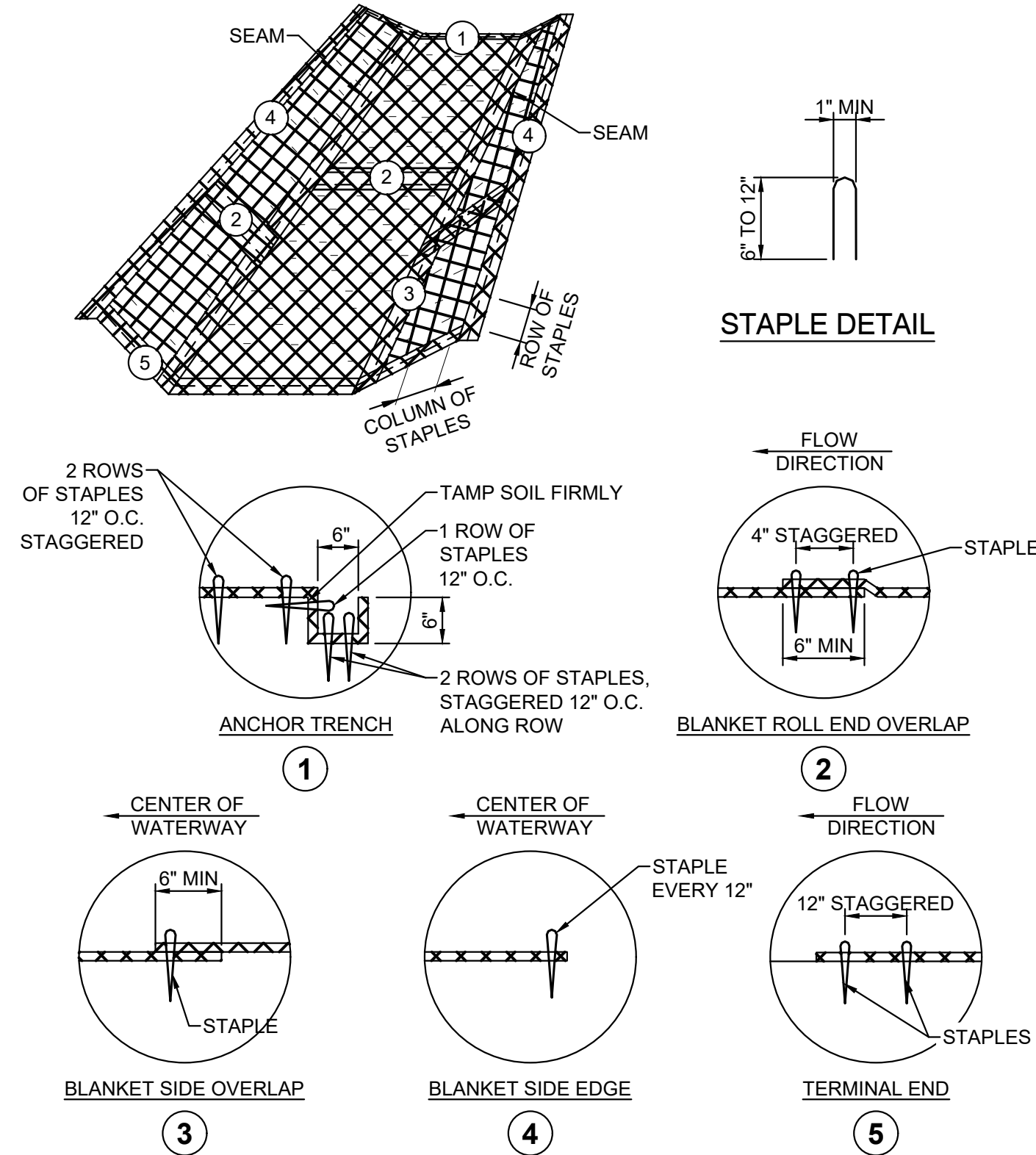


- NOTES:**
- CONTRACTOR SHALL INSTALL A SIGN INDICATING THE CONCRETE WASHOUT AREA.
- CONTRACTOR SHALL MAINTAIN WASHOUT AREA TO REMOVE MATERIALS BEYOND 75% CAPACITY.
- WASHOUT AREA SHALL NOT BE PLACED WITHIN 50' OF STORM DRAINS, OPEN DITCHES OR BODIES OF WATER.
- CONTRACTOR SHALL INSPECT WASHOUT AREA AS NECESSARY TO PREVENT LEAKS AND OVER TOPPING.
- WASHOUT AREA SHALL BE REMOVED AFTER CONSTRUCTION IS COMPLETE.

CONCRETE WASHOUT
NTS EC500



STABILIZED CONSTRUCTION EXIT
NTS EC600



EROSION CONTROL BLANKET INSTALLATION
NTS EC700

- NOTES:**
- INSTALL EROSION CONTROL BLANKET (ECB) OVER WATERWAYS AS SHOWN IN THE STORM WATER POLLUTION PREVENTION PLAN.
- THE ECB SHALL CONFORM TO MNDOT STANDARD SPECIFICATIONS SECTION 3885.
- PREPARE SOIL PRIOR TO INSTALLING ECB, INCLUDING SEEDING AND FERTILIZING.
- THE ECB SHALL BE PLACED IN FIRM CONTACT WITH THE SOIL AND NOT BE ALLOWED TO BRIDGE OVER SURFACE IRREGULARITIES. THE MAT SHALL NOT BE STRETCHED.
- START LAYING THE MATS BY ROLLING CENTER MAT IN THE DIRECTION OF FLOW, CENTERED ON THE CENTERLINE OF WATERWAY. THERE SHALL NOT BE AN OVERLAP OF MATS AT THE CENTER OF THE WATERWAY.
- THE ECB SHALL BE ANCHORED, OVERLAPPED, AND STAPLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS. IF NO MANUFACTURER'S INSTRUCTIONS ARE AVAILABLE, INSTALL THE MAT AS FOLLOWS.
- STAPLES SHALL BE "U" SHAPED, 0.12" DIAMETER WIRE OR GREATER (#11 GAUGE), (SEE STAPLE DETAIL FOR DIMENSIONS)
- BURY UPSTREAM END OF MAT IN A TRENCH 6" WIDE BY 6" DEEP AND STAPLED IN STAGGERED ROWS ACROSS THE WIDTH AS SHOWN IN DETAIL 1.
 - FOR JOINING ENDS OF ROLLS, OVERLAP END OF UP SLOPE MAT A MINIMUM OF 6" OVER DOWN SLOPE MAT (SHINGLE STYLE). USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART, AS SHOWN IN DETAIL 2.
 - MATS ON SIDE SLOPES SHALL OVERLAP A MINIMUM OF 6" OVER THE MAT BELOW (SHINGLE STYLE). STAPLE OVERLAP AT 12" INTERVALS. (SEE DETAIL 3)
 - THE OUTER EDGE ALONG SIDES OF THE MAT SHALL BE STAPLED EVERY 12". (SEE DETAIL 4)
 - STAPLES ARE TO BE PLACED ALTERNATELY IN COLUMNS (IN THE DIRECTION OF THE WATERWAY) 2' APART AND IN ROWS (ACROSS THE WATERWAY) 3' APART THROUGHOUT THE AREA COVERED BY THE ECB.
 - DOWNSTREAM (TERMINAL) END OF BLANKET SHALL BE STAPLED WITH A DOUBLE ROW OF STAGGERED STAPLES 12" APART. (SEE DETAIL 5)



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PROJECT

LENNAR HOMES
BRADFORD PARK DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 4.1 SWPPP (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

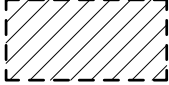
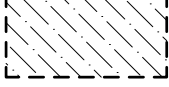
SWPPP DETAILS

SHEET

10 OF 35

PRELIMINARY NOT FOR CONSTRUCTION

REMOVAL LEGEND

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

CONTRACTOR SHALL VERIFY EXISTING PAVEMENT SECTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
PAVEMENT REMOVALS SHALL INCLUDE FULL DEPTH SAWCUT AND SECTION REMOVAL.



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PROJECT

LENNAR HOMES

BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 5 EXIST (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

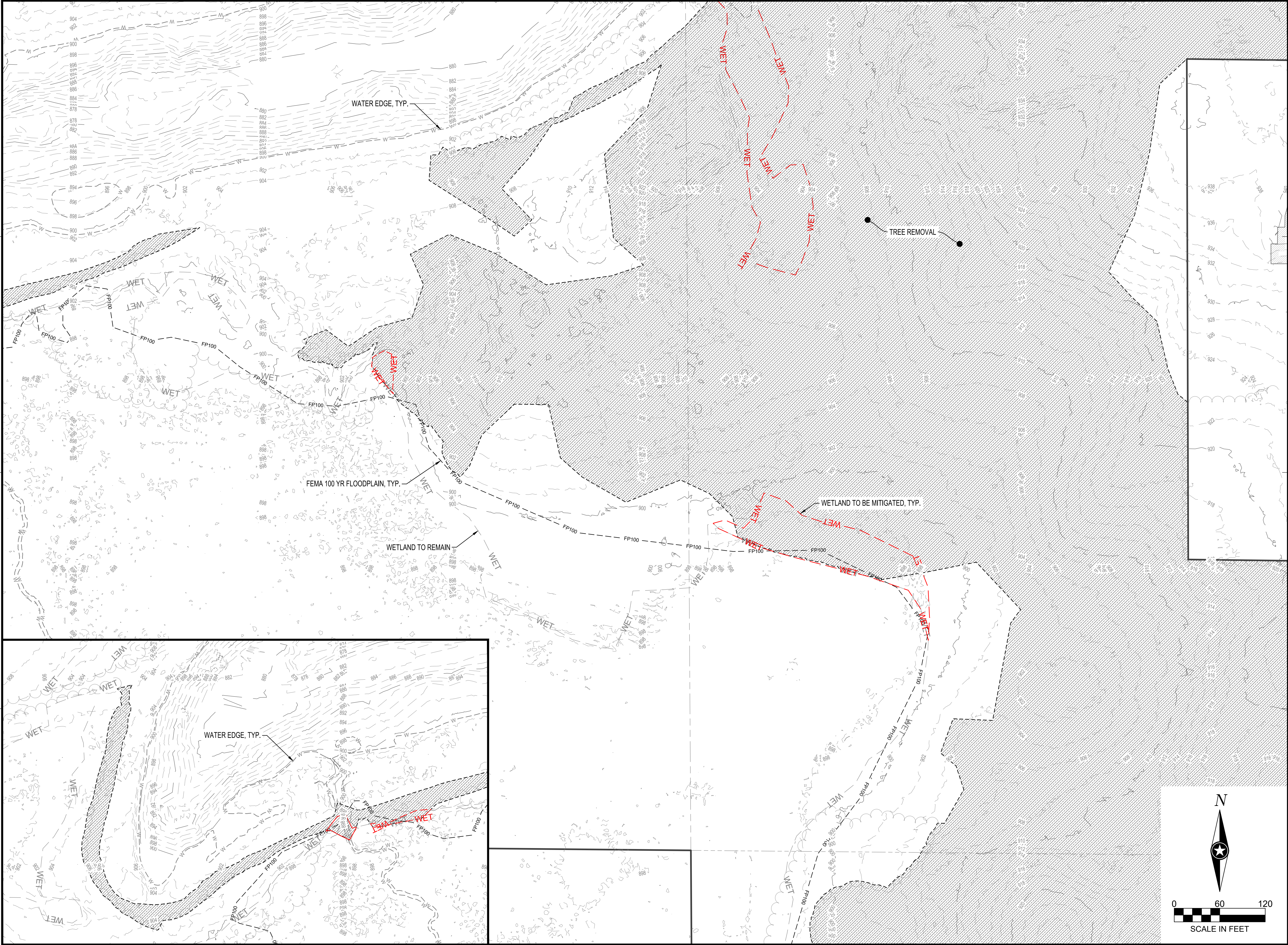
TITLE

EXISTING SITE &
REMOVALS PLAN

SHEET

11 OF 35

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



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LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

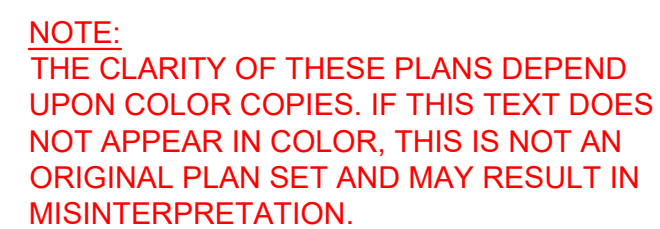
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 22-26553
FILE NAME 26553 - 5 EXIST (PPLAT-SE)
DRAWN BY TTK
DESIGNED BY TTK
REVIEWED BY TJW, JDF
ORIGINAL ISSUE DATE 2024/06/24
CLIENT PROJECT NO. -

TITLE
**EXISTING SITE &
REMOVALS PLAN**

SHEET
12 OF 35

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

DATE XXXX-XX-XX LIC. NO. XXXXX

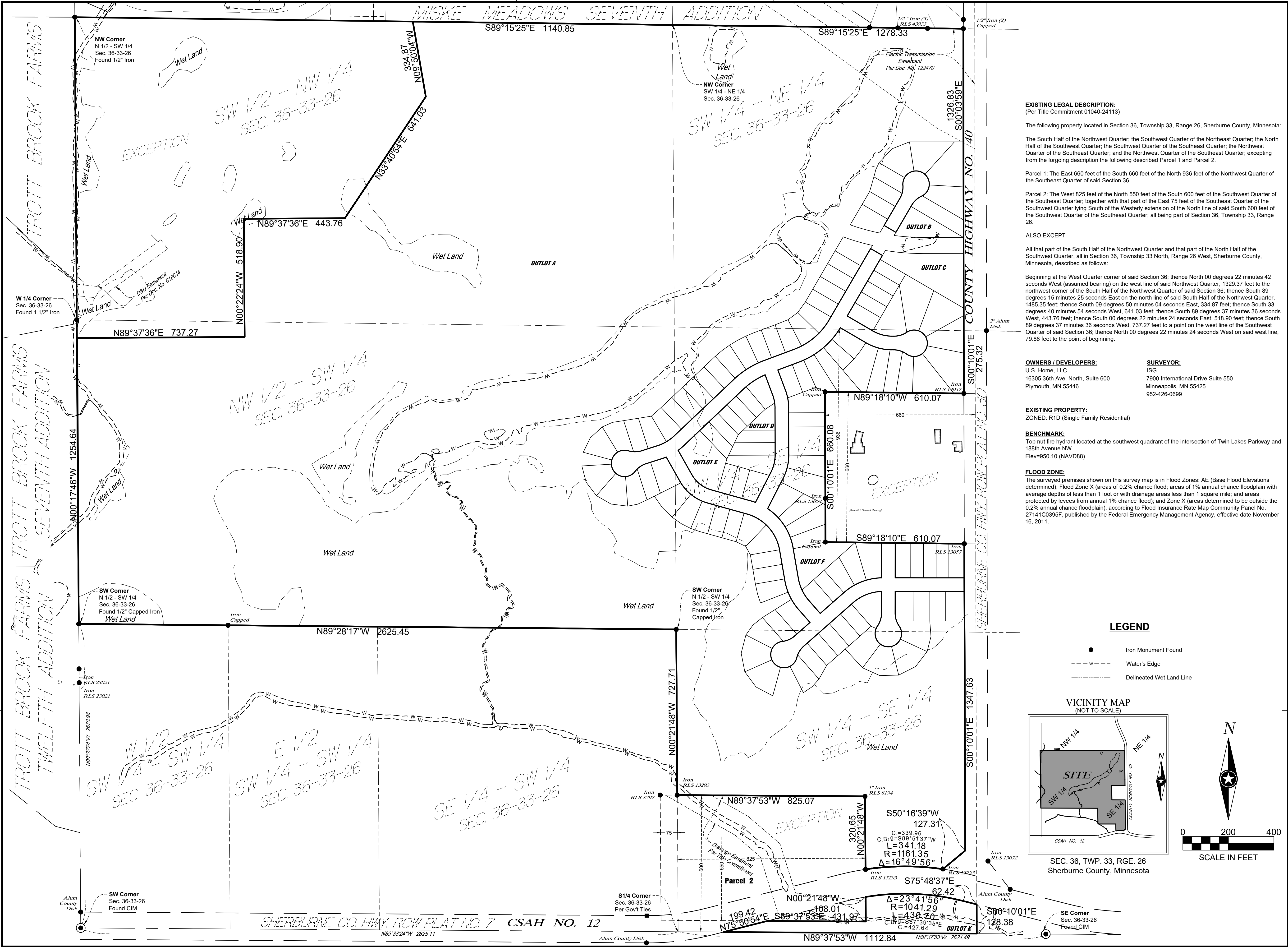
	PROJECT
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ELK RIVER MINNESOTA

PROJECT NO.	22-26553
FILE NAME	26553 - 5 EXIST (PPLAT-SE)
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CLIENT PROJECT NO.	-

SHEET

OF 35



EXISTING LEGAL DESCRIPTION:
(Per Title Commitment 01040-24113)

The following property located in Section 36, Township 33, Range 26, Sherburne County, Minnesota:

The South Half of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter; the North Half of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter; and the Northwest Quarter of the Southeast Quarter; excepting from the forgoing description the following described Parcel 1 and Parcel 2.

Parcel 1: The East 660 feet of the South 660 feet of the North 936 feet of the Northwest Quarter of the Southeast Quarter of said Section 36.

Parcel 2: The West 825 feet of the North 550 feet of the South 600 feet of the Southwest Quarter of the Southeast Quarter; together with that part of the East 75 feet of the Southeast Quarter of the Southwest Quarter lying South of the Westerly extension of the North line of said South 600 feet of the Southwest Quarter of the Southeast Quarter; all being part of Section 36, Township 33, Range 26.

ALSO EXCEPT

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

Beginning at the West Quarter corner of said Section 36; thence North 00 degrees 22 minutes 42 seconds West (assumed bearing) on the west line of said Northwest Quarter, 1329.37 feet to the northwest corner of the South Half of the Northwest Quarter of said Section 36; thence South 89 degrees 15 minutes 25 seconds East on the north line of said South Half of the Northwest Quarter, 1485.35 feet; thence South 09 degrees 50 minutes 04 seconds East, 334.87 feet; thence South 33 degrees 40 minutes 54 seconds West, 641.03 feet; thence South 89 degrees 37 minutes 36 seconds West, 443.76 feet; thence South 00 degrees 22 minutes 24 seconds East, 518.90 feet; thence South 89 degrees 37 minutes 36 seconds West, 737.27 feet to a point on the west line of the Southwest Quarter of said Section 36; thence North 00 degrees 22 minutes 24 seconds West on said west line, 79.88 feet to the point of beginning.

OWNERS / DEVELOPERS:

U.S. Home, LLC
16305 36th Ave. North, Suite 600
Plymouth, MN 55446

SURVEYOR:

ISG
7900 International Drive Suite 550
Minneapolis, MN 55425
952-426-0699

EXISTING PROPERTY:

ZONED: R1D (Single Family Residential)

BENCHMARK:

Top nut fire hydrant located at the southwest quadrant of the intersection of Twin Lakes Parkway and 188th Avenue NW.
Elev=950.10 (NAVD88)

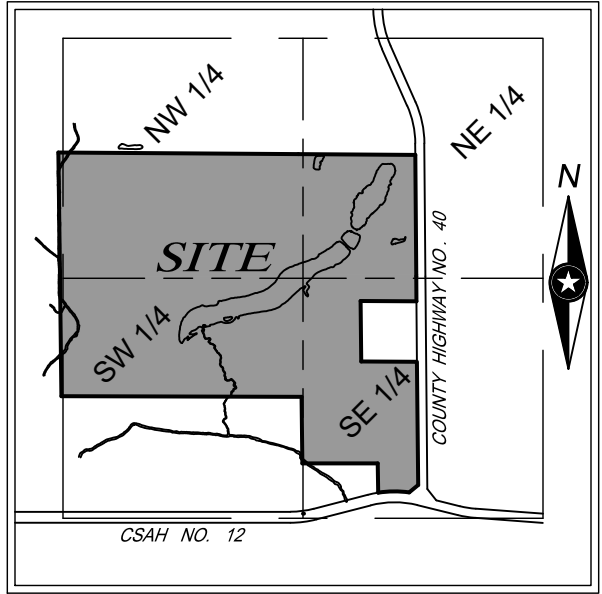
FLOOD ZONE:

The surveyed premises shown on this survey map is in Flood Zones: AE (Base Flood Elevations determined); Flood Zone X (areas of 0.2% chance flood; areas of 1% annual chance floodplain with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from annual 1% chance flood); and Zone X (areas determined to be outside the 0.2% annual chance floodplain), according to Flood Insurance Rate Map Community Panel No. 27141C0395F, published by the Federal Emergency Management Agency, effective date November 16, 2011.

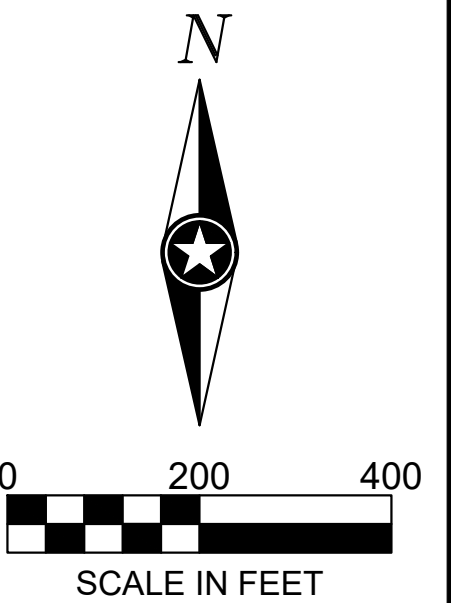
LEGEND

- Iron Monument Found
- - - w - - - Water's Edge
- - - - - Delineated Wet Land Line

VICINITY MAP
(NOT TO SCALE)



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



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PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

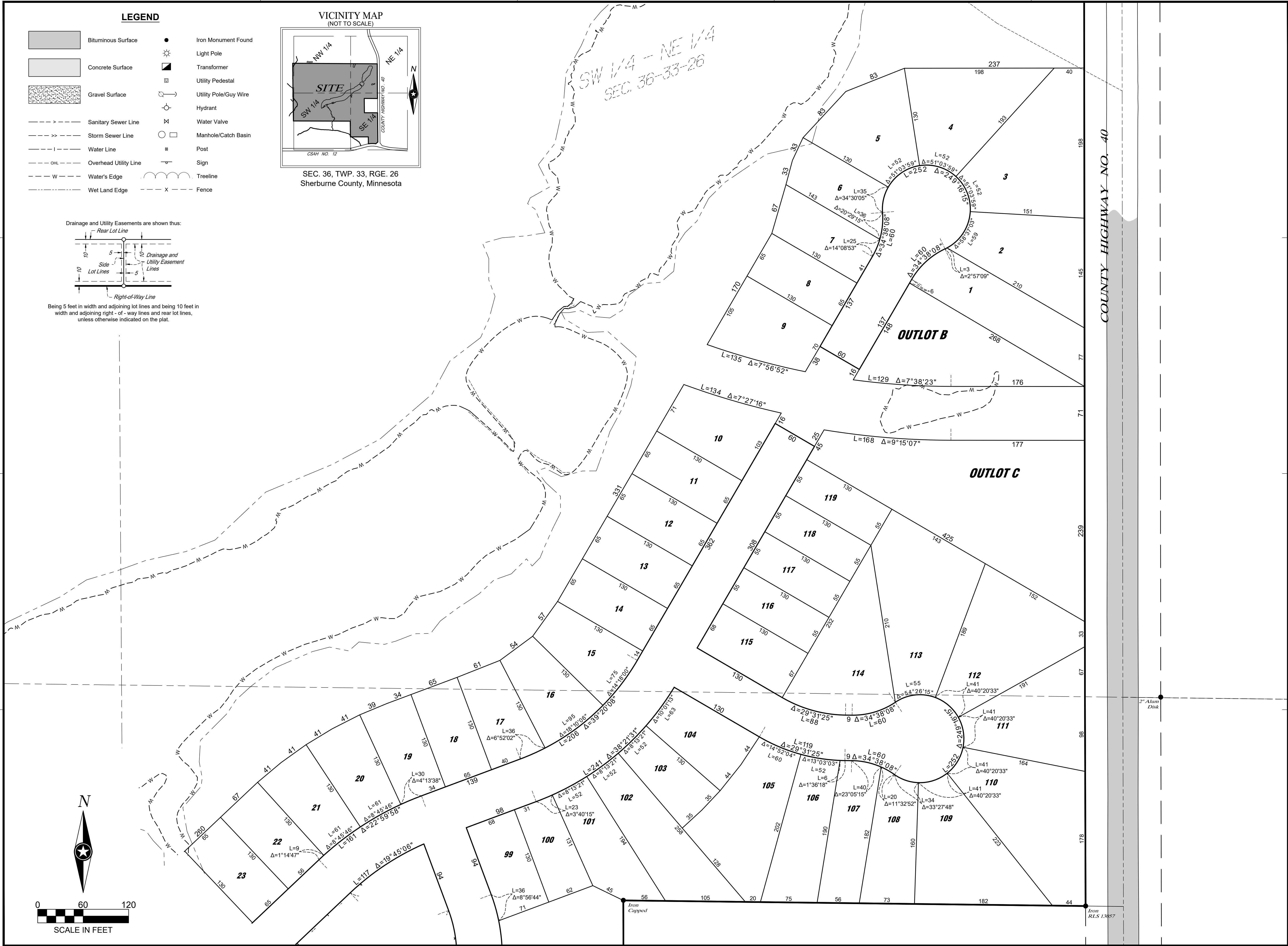
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 PPLAT-SE
DRAWN BY	TK
DESIGNED BY	---
REVIEWED BY	KH/MS
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

OVERALL
PRELIMINARY
PLAT

SHEET

14
OF 35



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**BRADFORD PARK
DEVELOPMENT SOUTH**

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 22-26553

FILE NAME 26553 PPLAT-SE

DRAWN BY TK

DESIGNED BY --

REVIEWED BY KH/MS

ORIGINAL ISSUE DATE 2024/06/24

CLIENT PROJECT NO. -

TITLE

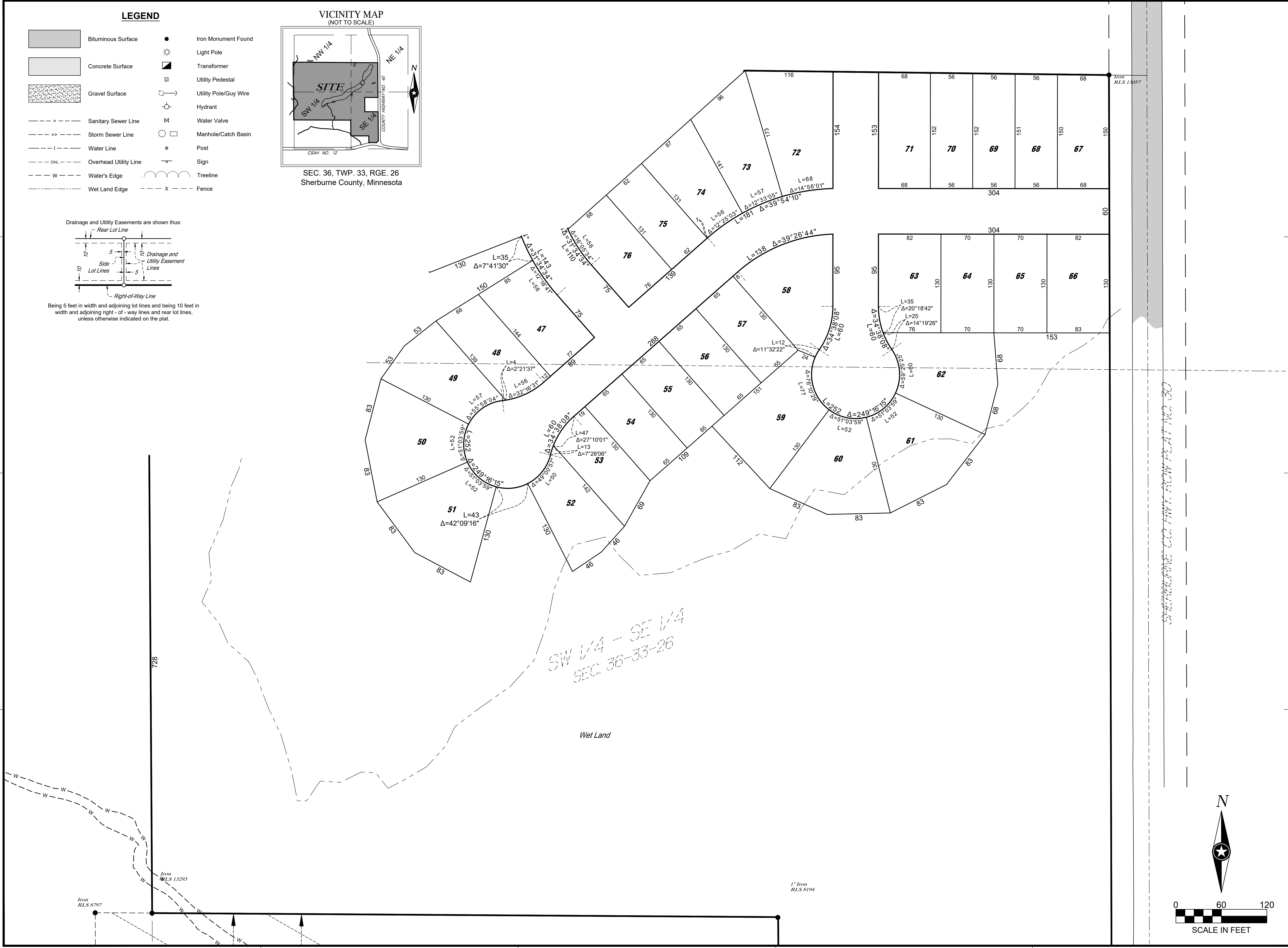
**PRELIMINARY
PLAT**

SHEET

15

OF 35

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BRADFORD PARK
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ELK RIVER MINNESOTA

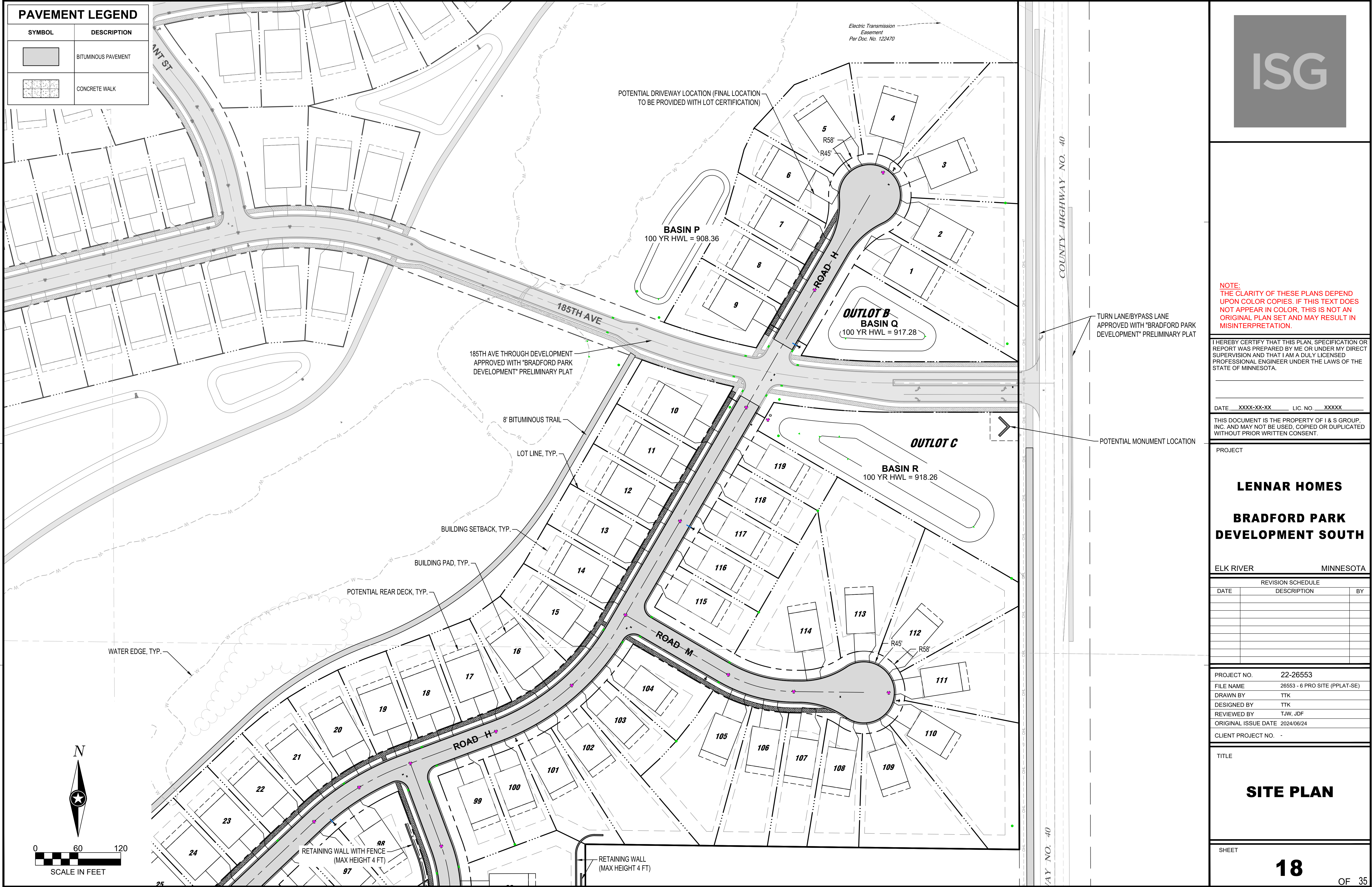
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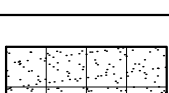
TITLE
PRELIMINARY
PLAT

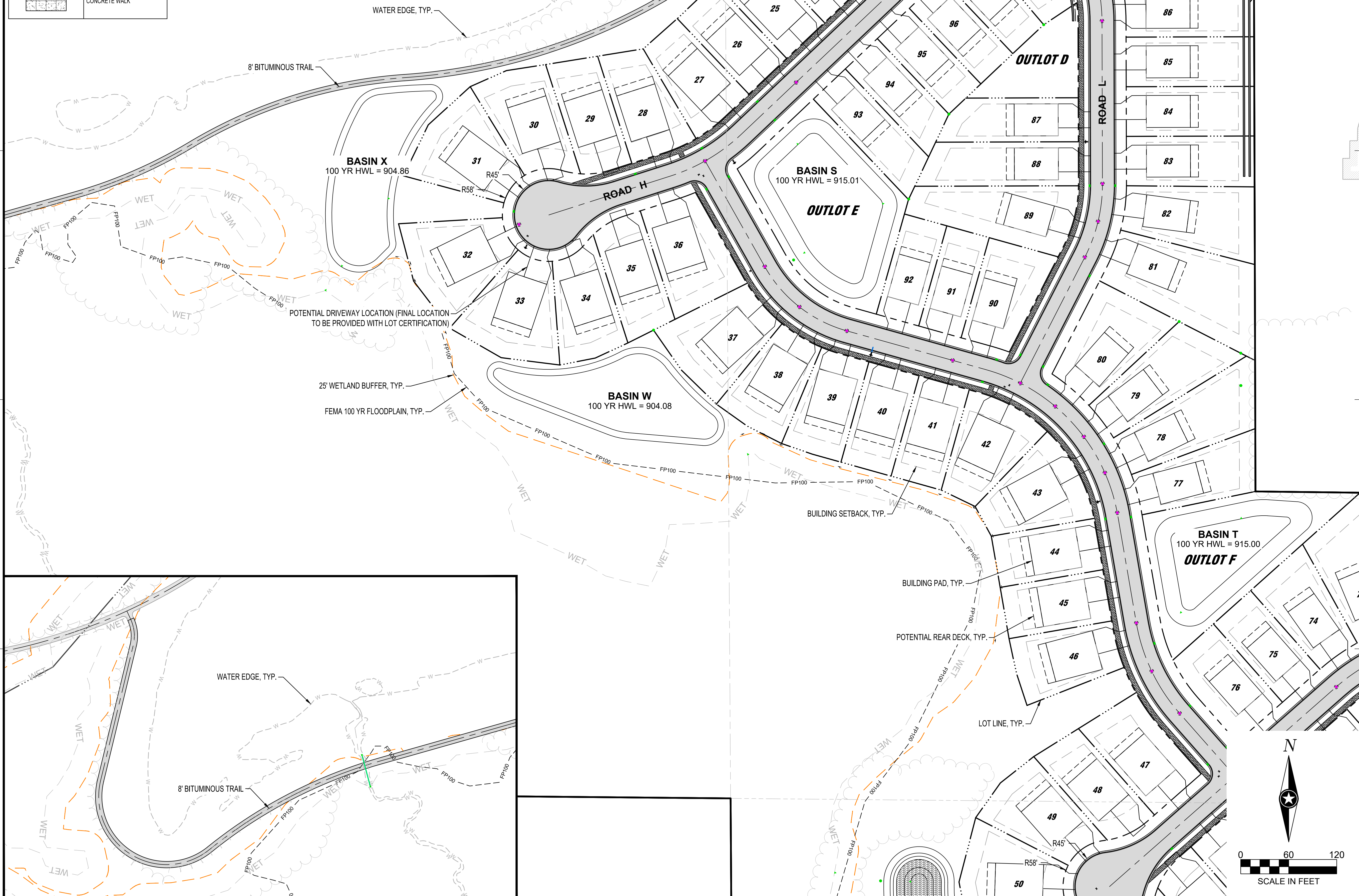
SHEET
17
OF 35

PRELIMINARY NOT FOR CONSTRUCTION



PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE WALK



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PROJECT

LENNAR HOMES

**BRADFORD PARK
DEVELOPMENT SOUTH**

ELK RIVER MINNESOTA

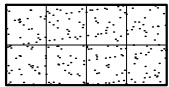
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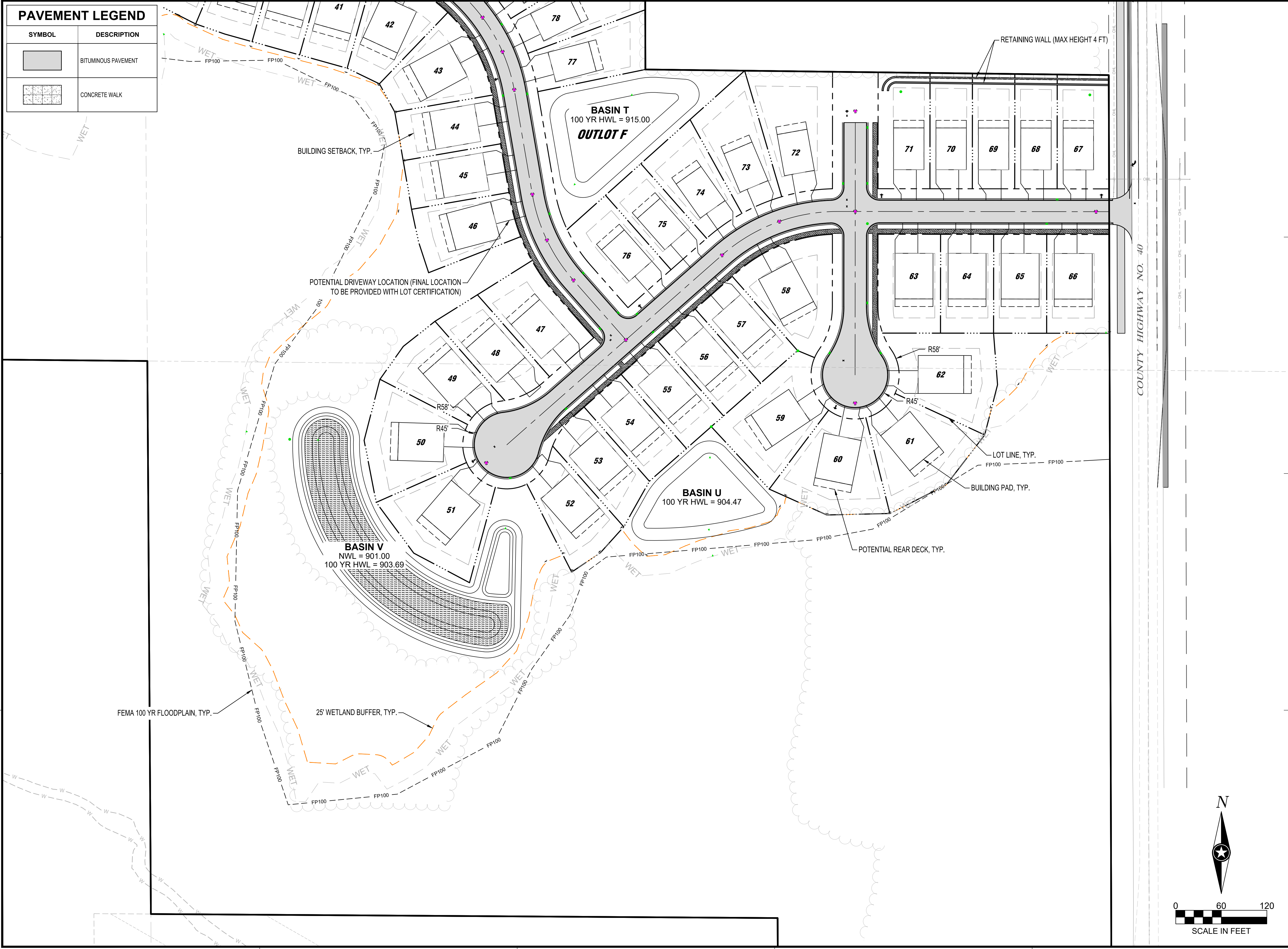
PROJECT NO.	22-26553
FILE NAME	26553 - 6 PRO SITE (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

SITE PLAN

SHEET
19
OF 35

PAVEMENT LEGEND	
SYMBOL	DESCRIPTION
	BITUMINOUS PAVEMENT
	CONCRETE WALK



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ELK RIVER MINNESOTA

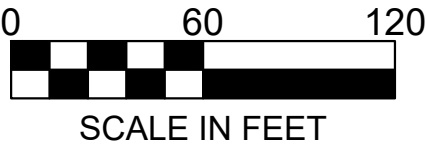
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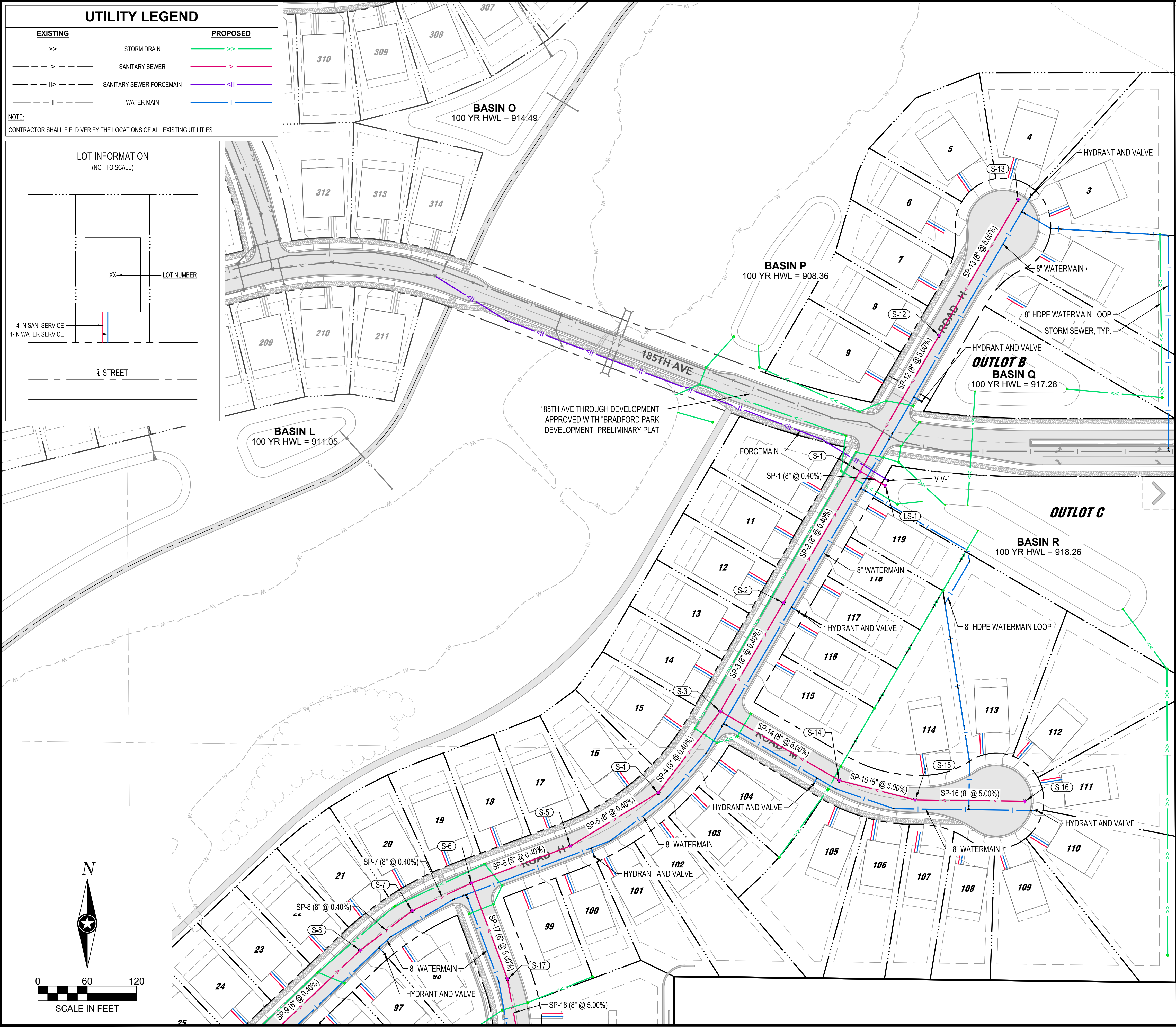
TITLE
SITE PLAN

SHEET
20 OF 35

N



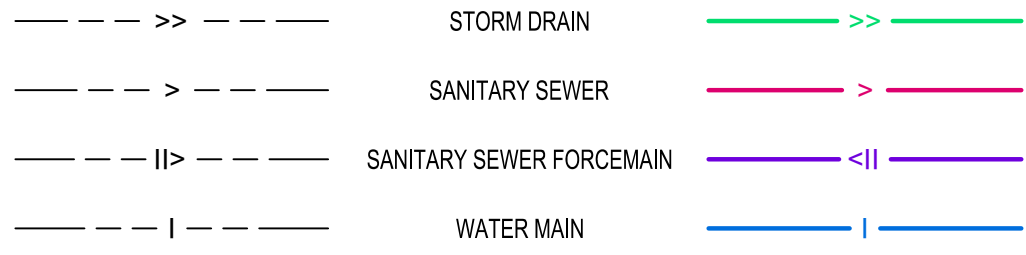
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UTILITY LEGEND

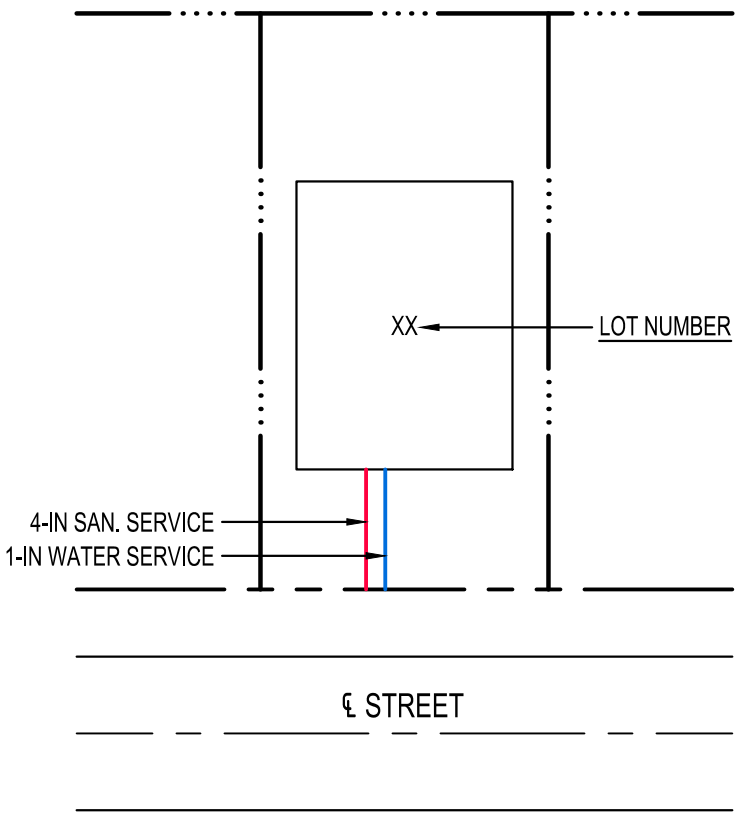
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PROPOSED

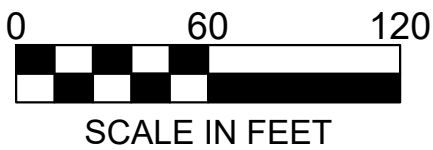


NOTE:
CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES.

LOT INFORMATION
(NOT TO SCALE)



N



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ELK RIVER MINNESOTA

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PROJECT NO.	22-26553
FILE NAME	26553-7 UTILITY SAN-WTR (PLAT-SE)
DRAWN BY	TTK
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REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

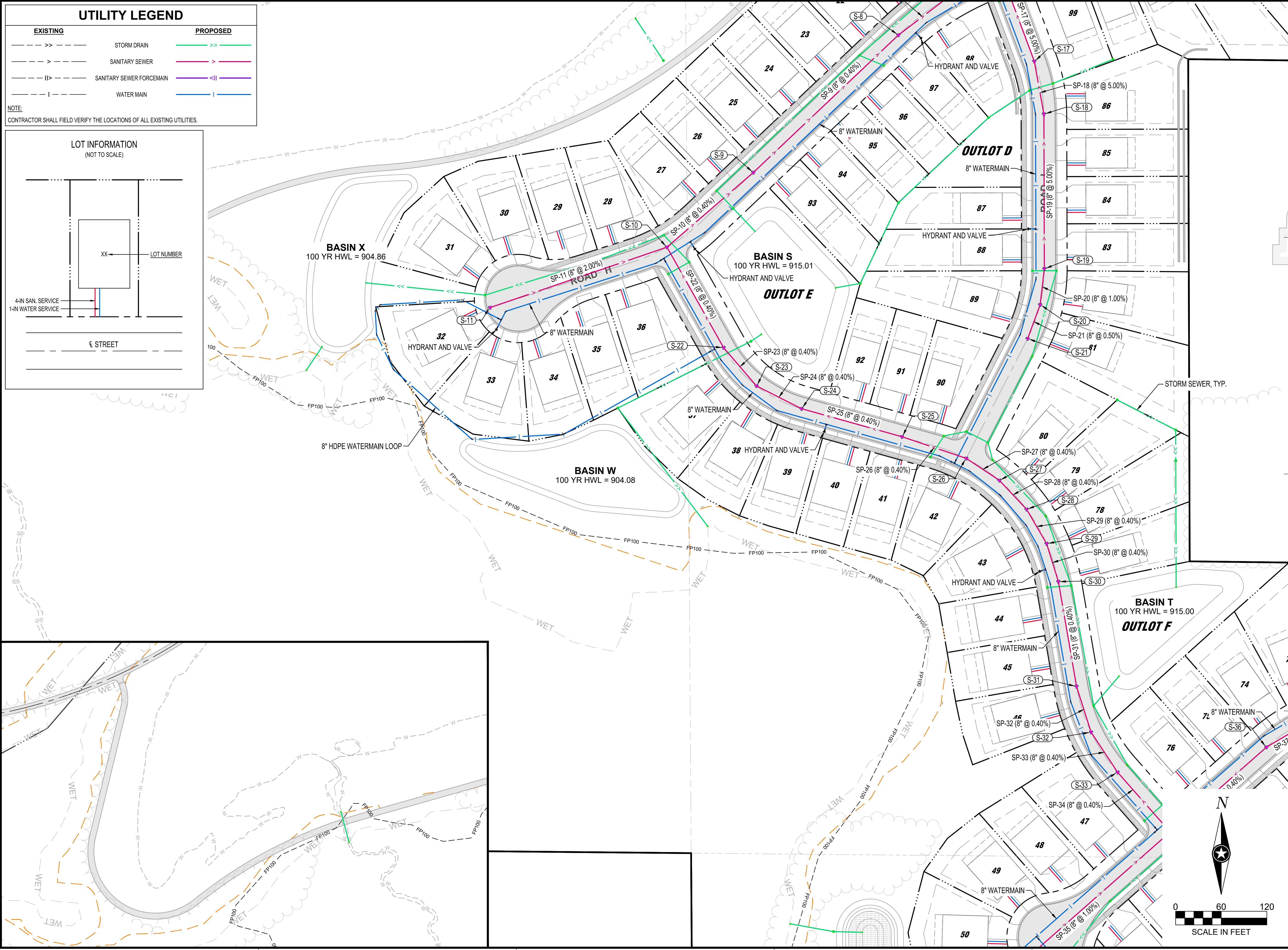
UTILITY PLAN

SHEET

21

OF 35

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TITLE
UTILITY PLAN

SHEET

22 OF 35



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**BRADFORD PARK
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ELK RIVER MINNESOTA

[illegible]

PROJECT NO.	22-26553
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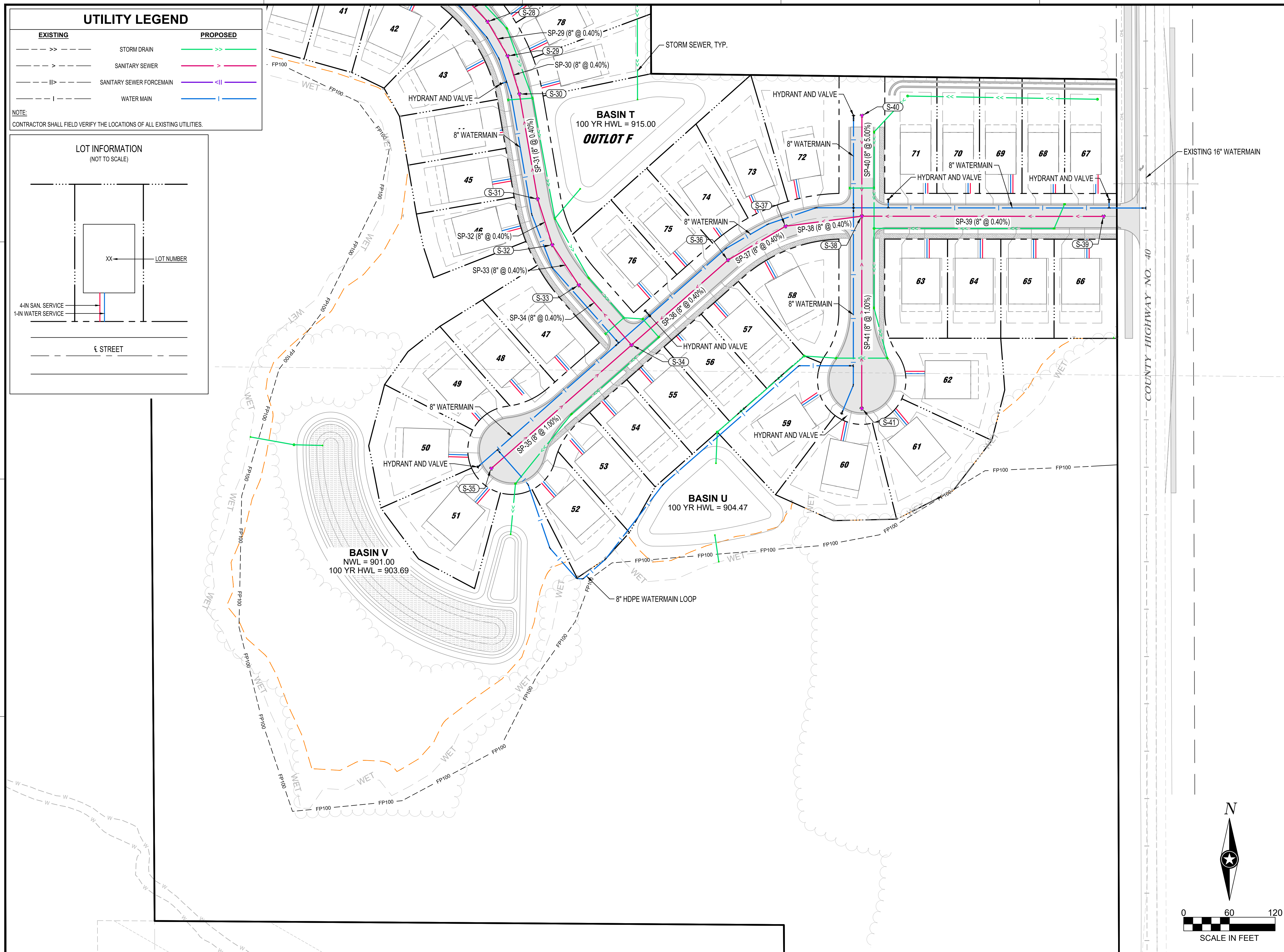
TITLE

UTILITY PLAN

SHEET

23

OF 35



GFE = GARAGE FLOOR ELEVATION (AT OVERHEAD DOOR)
LFE = LOWEST FLOOR ELEVATION
RGE = REAR GRADE ELEVATION (AT REAR OF HOUSE, 0.5' BELOW LOWEST OPENING)
FB = FULL BASEMENT
LO = LOOKOUT BASEMENT
WO = WALKOUT BASEMENT



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REVISION SCHEDULE		
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FILE NAME	26553 - 8 GRADING (PPLAT-SE)
DRAWN BY	TTK
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CLIENT PROJECT NO.	-

TITLE

GRADING PLAN

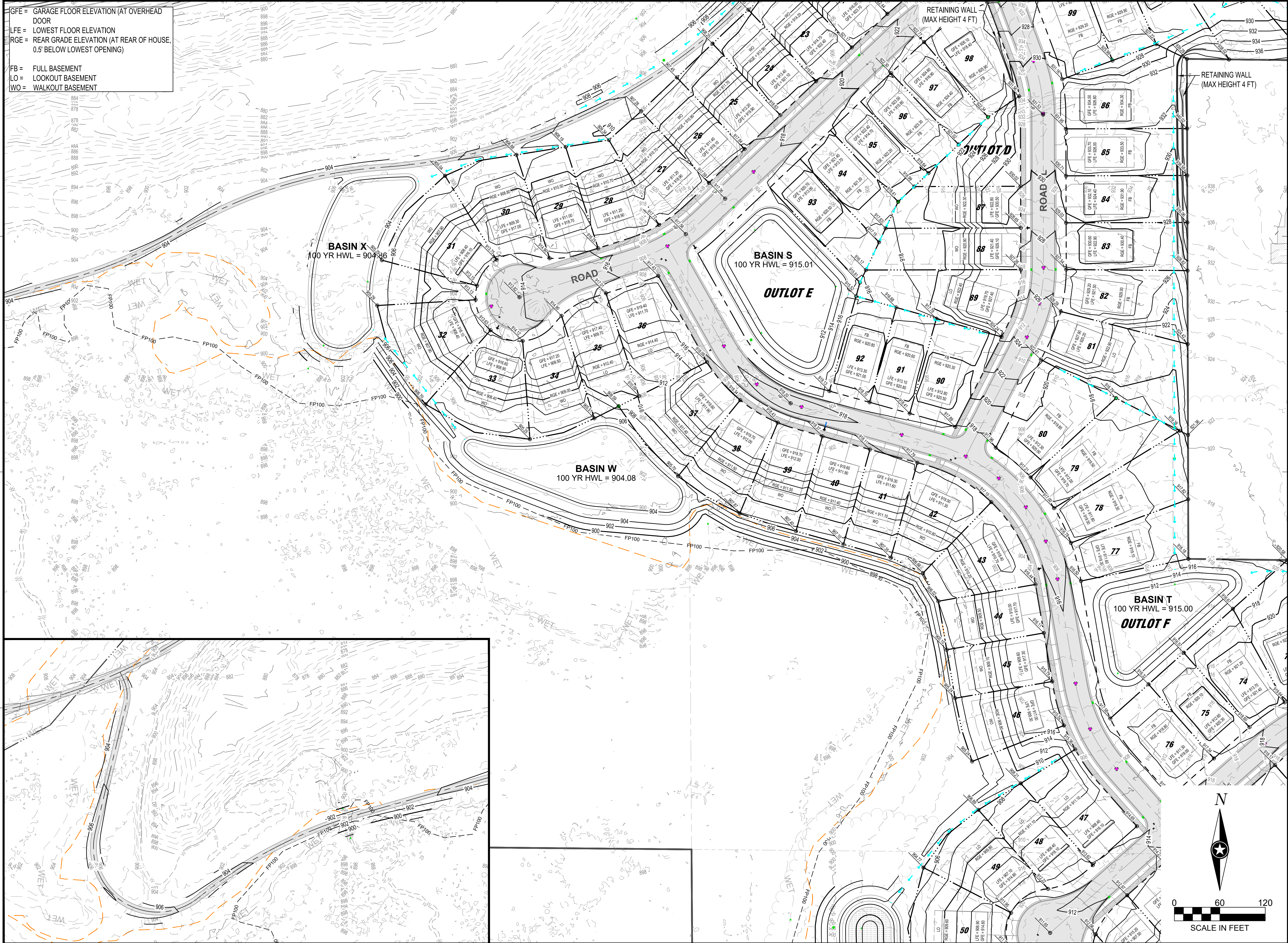
SHEET

24

OF 35

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

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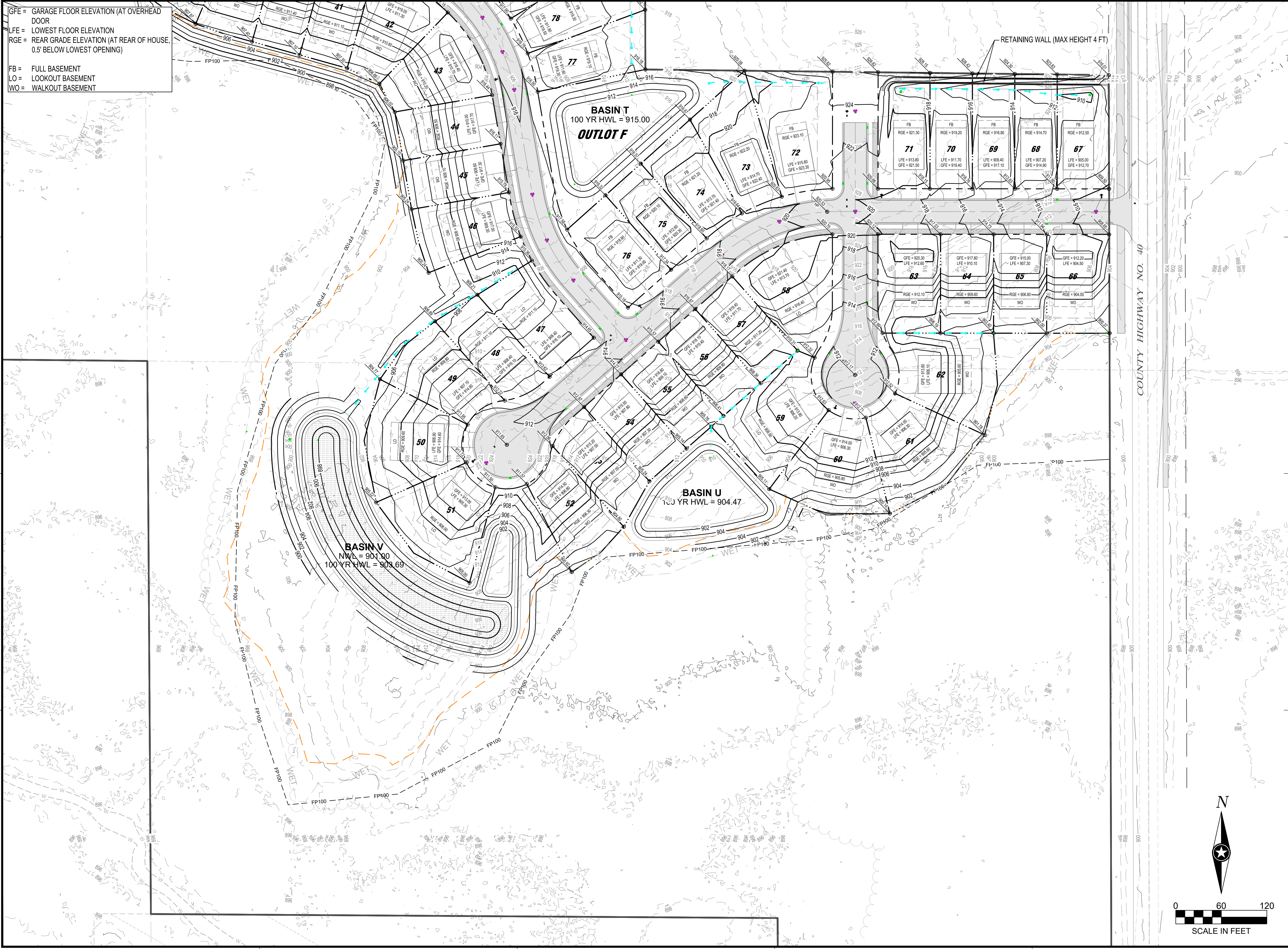
PROJECT NO. 22-26553
FILE NAME 26553 - 8 GRADING (PPLAT-SE)
DRAWN BY TTK
DESIGNED BY TTK
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TITLE
GRADING PLAN

SHEET
25
OF 35

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CLIENT PROJECT NO.	-

TITLE

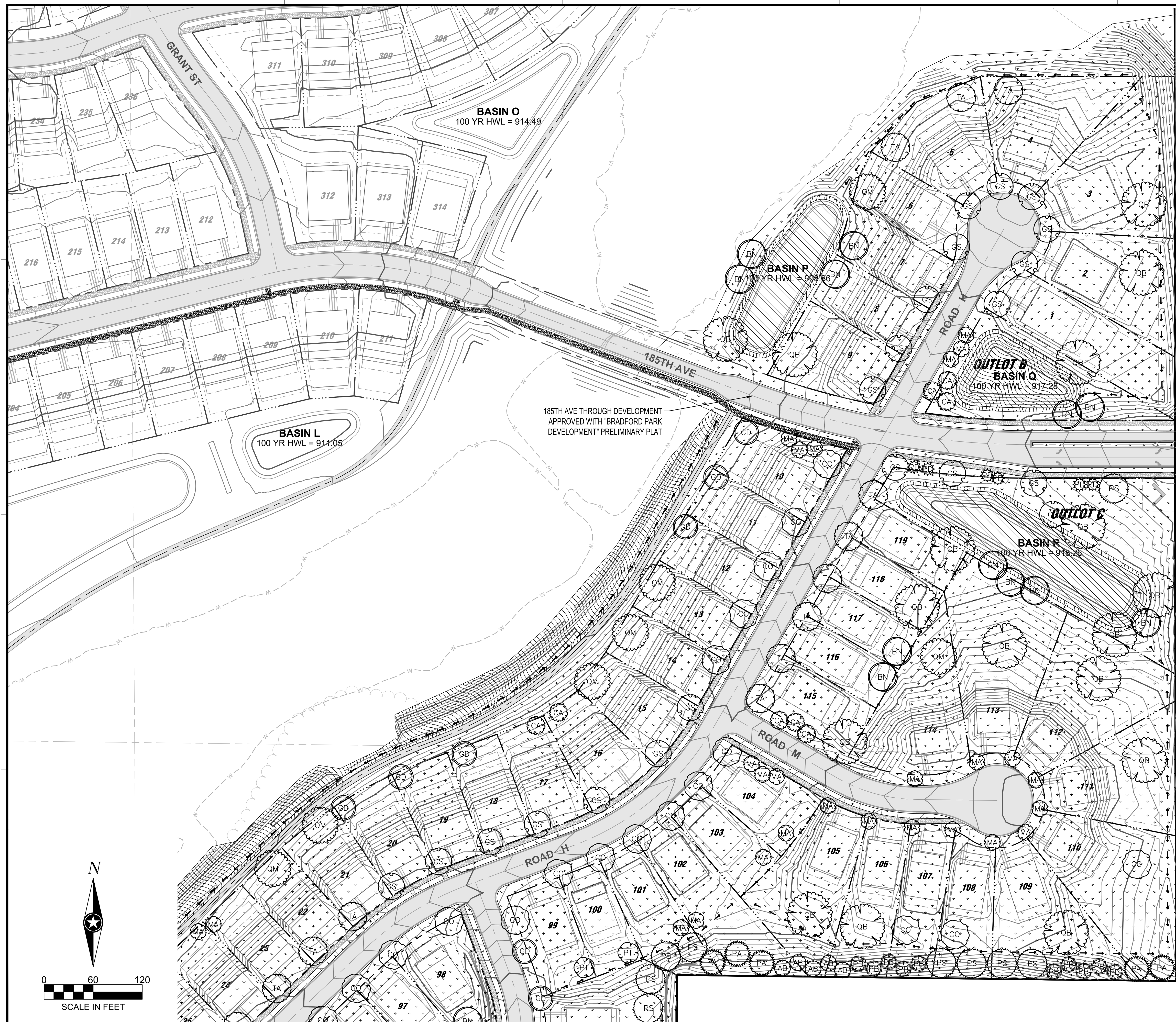
GRADING PLAN

SHEET

26

OF 35

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PLANT SCHEDULE 27					
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	ROOT	
	BN	BETULA NIGRA RED BARK MULBERRY	12" HT MIN	0.6.0	
	CA	CAMPONOTUS CAROLINIANA CARPENTER ANTS	2" CAL	0.6.0	
	CO	CELTIS OCCIDENTALIS COMMON HICKORY	2" CAL	0.6.0	
	GS	GLEHNTIA TRIANTHUS SKUNK CABBAGE	2" CAL	0.6.0	
	GD	GYMNOCALD DIOICA WESTERN COFFEE TREE	2" CAL	0.6.0	
	MA	MACADIA AUREA AMERICAN WAX	2" CAL	0.6.0	
	QB	QUERCUS BICOLOR SWAMP WHITE OAK	2" CAL	0.6.0	
	QM	QUERCUS X MACROCARPA CLEMONS' TU	2" CAL	0.6.0	
	TA	THUJA AMERICANA NORSEY RED CEDAR	2" CAL	0.6.0	
LEUCOPHYTES					
	AB	ABIES BALSAMEA BALSAEM	12" HT MIN	0.6.0	
	LL	LARIX LARICINA TAMMICK	12" HT MIN	0.6.0	
	PA	PICEA CANADENSIS NORWAY SPRUCE	12" HT MIN	0.6.0	
	PD	PICEA GLAUCA BLACK HILLS SPRUCE	12" HT MIN	0.6.0	
	PS	PINUS STROBUS JACK PINE	12" HT MIN	0.6.0	
	PS	PINUS STROBUS WHITE PINE	6" HT MIN	0.6.0	
		DESCRIPTION			
SEEDING					
		SEEDLING TRUNK X 2 PLANTATION GROUND CONDITIONS MAX			
		SEED MIN FERTILE TURF FINE FERTILE TURF			
		SEED MIN MOIST 24-32 INCHES SEEDING - LOW MAINTENANCE			
		SEED MIN MOIST 24-32 STORMWATER SOUTH AND WEST			

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DATE XXXX-XX-XX LIC. NO. XXXXX

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PROJECT

LENNAR HOMES

**BRADFORD PARK
DEVELOPMENT SOUTH**

ELK RIVER MINNESOTA

[illegible]

PROJECT NO.	22-26553
FILE NAME	26553 - 9 LANDSCAPE (PLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

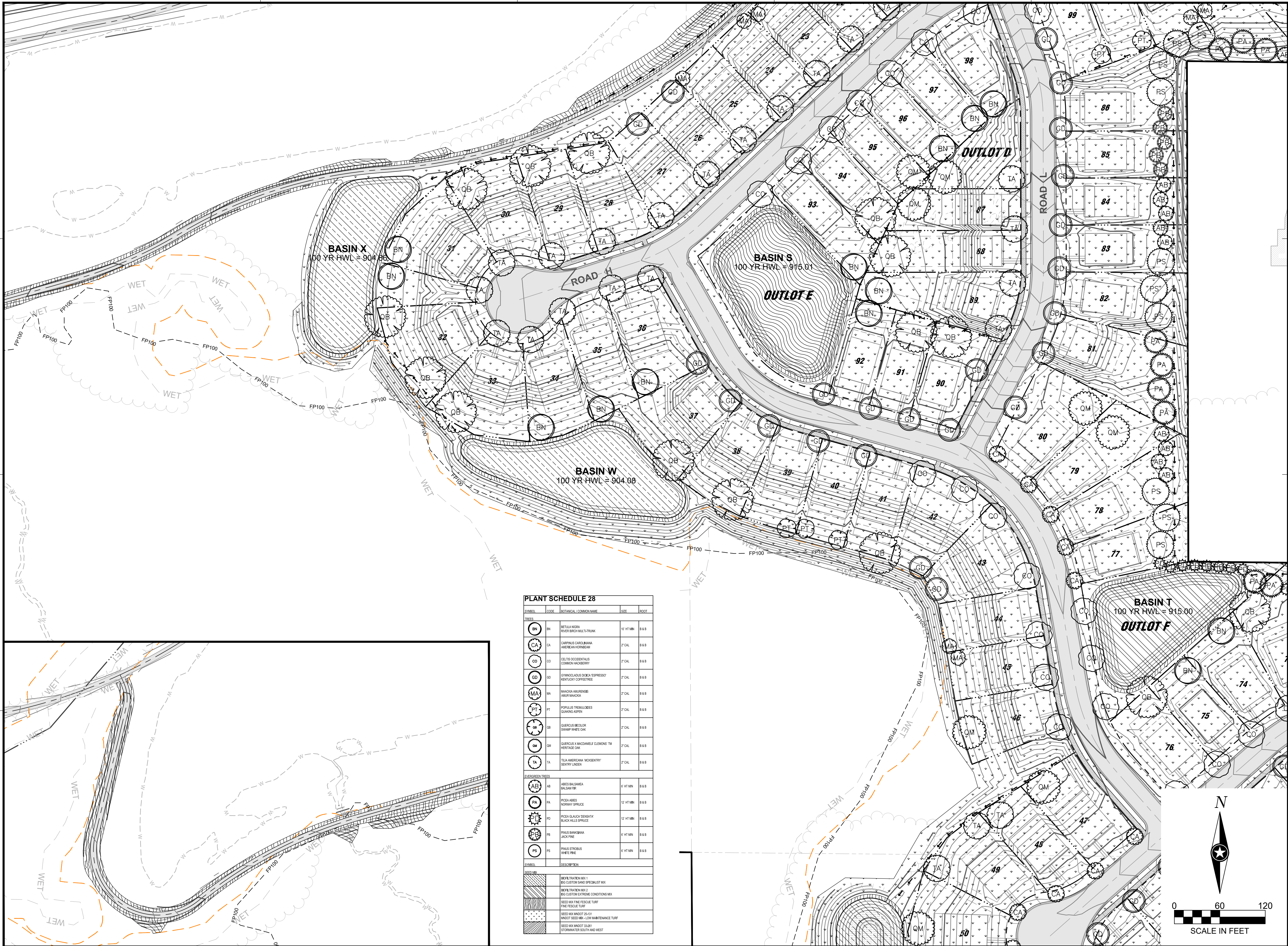
TITLE

PLANTING PLAN

SHEET

27

OF 31



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PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

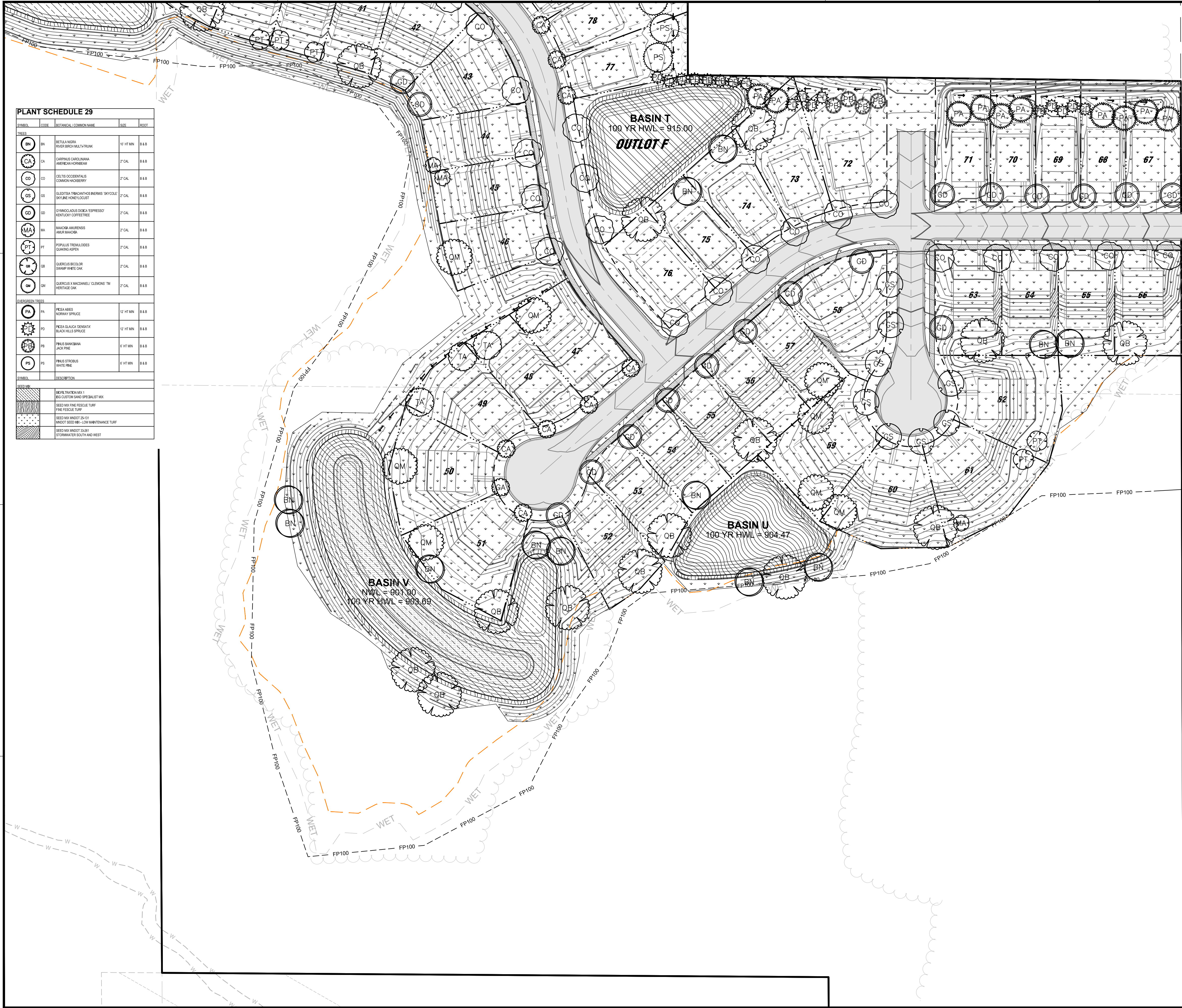
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO. 22-26553
FILE NAME 26553 - 9 LANDSCAPE (PPLAT-SE)
DRAWN BY TTK
DESIGNED BY TTK
REVIEWED BY TJW, JDF
ORIGINAL ISSUE DATE 2024/06/24
CLIENT PROJECT NO. -

TITLE
PLANTING PLAN

SHEET
28
OF 35

PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION



PLANT SCHEDULE 29				
SUBSYMBOL	CODE	SYMBOL / COMMON NAME	SIZE	ROOT
TREES				
BN	BN	BETULA NANA RIVER BIRCH MALT TRUNK	10 FT MIN	8.8.8
CA	CA	CARYA CAROLINIANA AMERICAN HORSEBEAM	2" CAL	8.8.8
CO	CO	CELTIS OCCIDENTALIS COMMON HACKBERRY	2" CAL	8.8.8
CS	CS	GLENNIA TIBICANTHOS BERRY'S SKYLINE SKYLINE HONEYLOCUST	2" CAL	8.8.8
GD	GD	GYMNOCODIA DUBIA 'ESPRESSO' KENTUCKY COFFEE TREE	2" CAL	8.8.8
MA	MA	MAHONIA LAURENS MAHONIA	2" CAL	8.8.8
PT	PT	PORELLA TREMILOIDES DWARF ASTER	2" CAL	8.8.8
QB	QB	QUERCUS BICOLOR SWAMP WHITE OAK	2" CAL	8.8.8
QM	QM	QUERCUS MACDONALDI 'CLEMONS' TM HERITAGE OAK	2" CAL	8.8.8
EVERGREEN TREES				
PA	PA	PRINUS ABER NORWAY SPRUCE	12 FT MIN	8.8.8
PD	PD	PRINUS GLAUCO 'DENSATA' BLACK HILLS SPRUCE	12 FT MIN	8.8.8
PS	PS	PRINUS BALSAMICA JACK PINE	8 FT MIN	8.8.8
PT	PT	PRINUS STROBUS WHITE PINE	8 FT MIN	8.8.8
SEEDING				
SYMBOL		DESCRIPTION		
		BIORETENTION MIX: 1 R10 CUSTOM SAND/SPECIALIST MIX		
		SEEDING MIX: FESCUE TURF FINE FESCUE TURF		
		SEED MIX: MIXED 25-50 MIXED SEED MIX - LOW MAINTENANCE TURF		
		SEED MIX: MIXED 25-50 STORMWATER SOUTH AND WEST		



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PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 9 LANDSCAPE (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

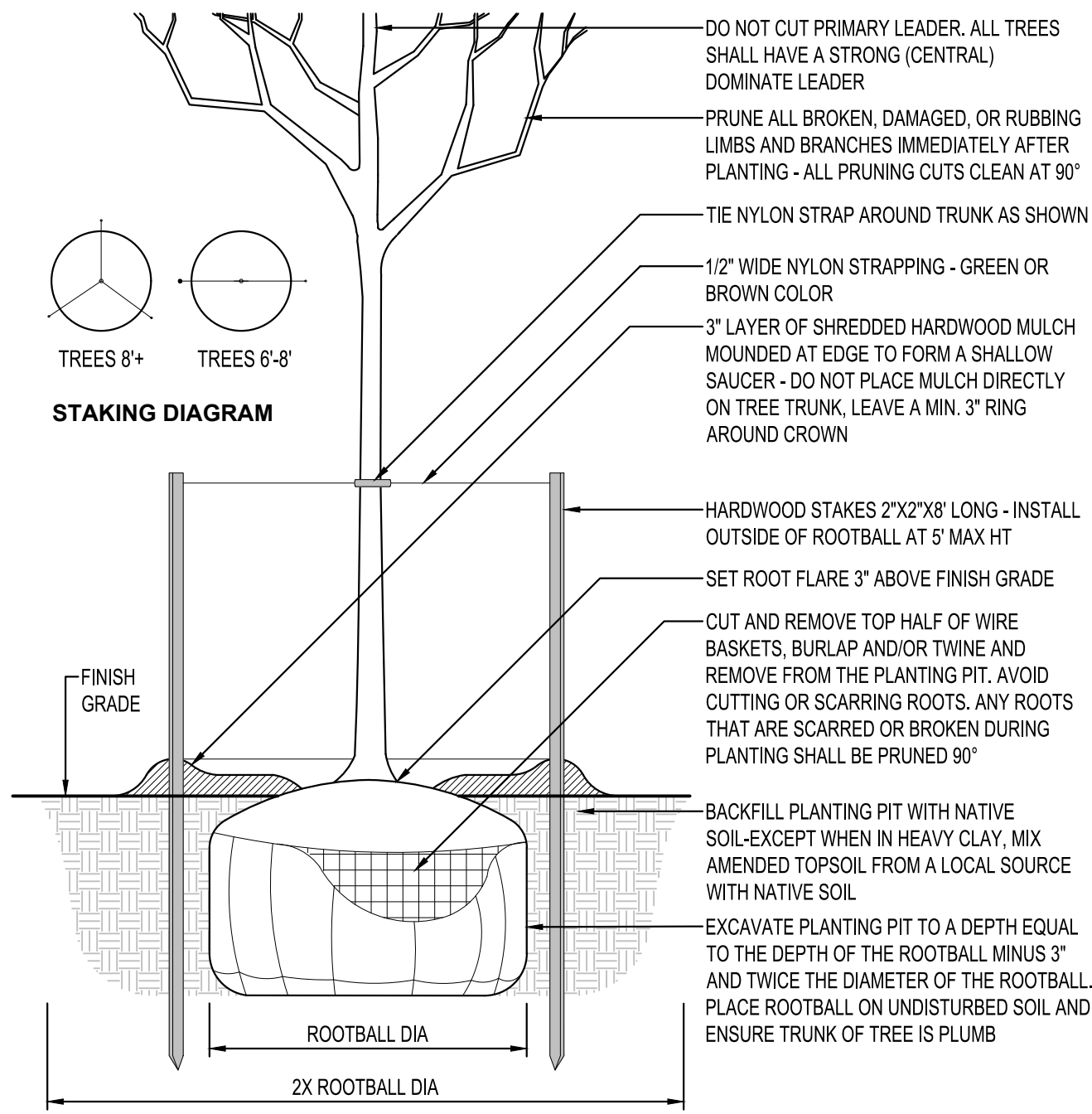
PLANTING PLAN

SHEET

29

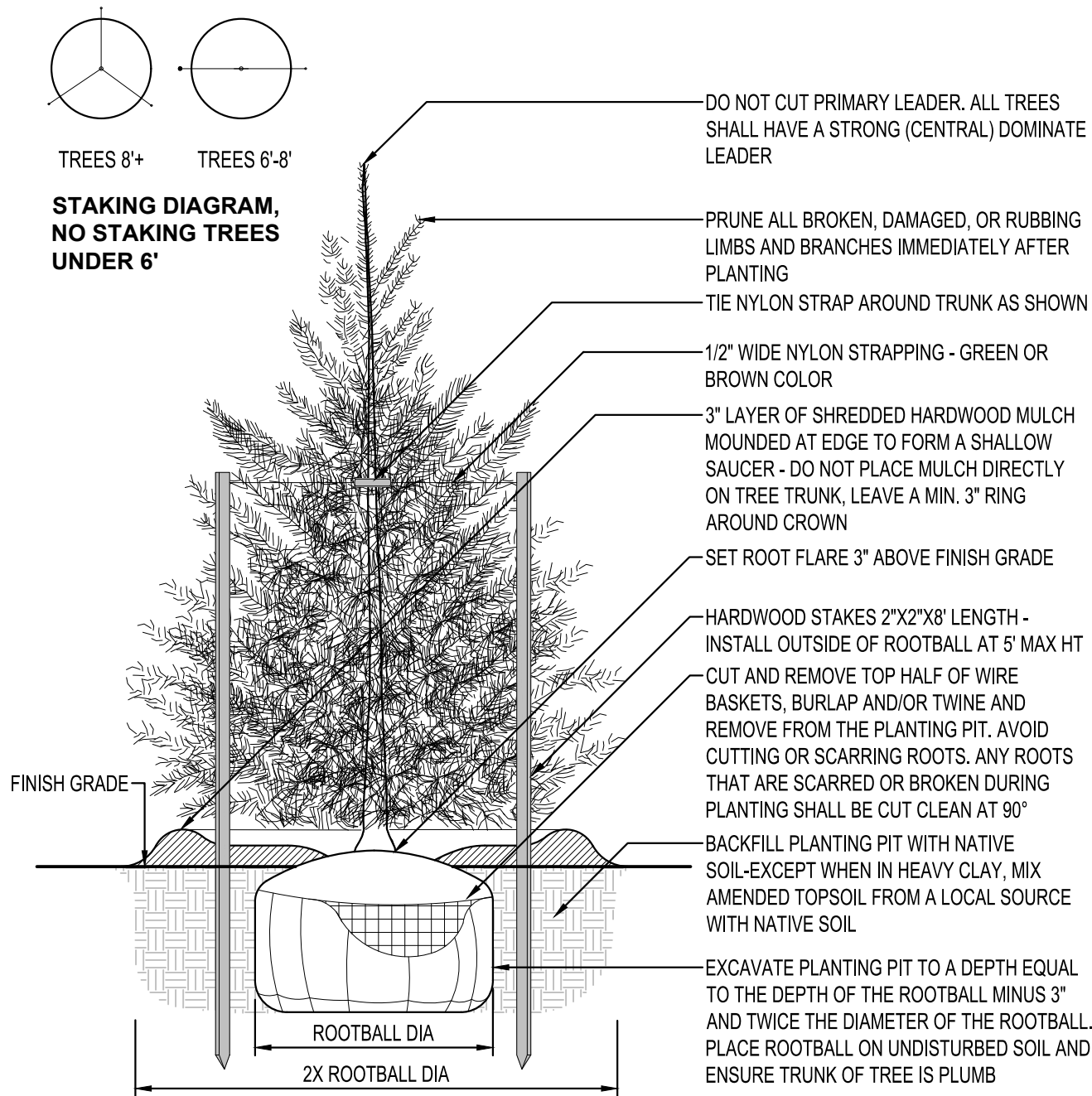
OF 35

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DECIDUOUS TREE PLANTING
NTS LD705

- PLANTING NOTES**
- COORDINATE LOCATION OF ALL UTILITIES (LINES, DUCTS, CONDUITS, SLEEVES, FOOTINGS, ETC.) WITH LOCATIONS OF PROPOSED LANDSCAPE ELEMENTS (FENCE, FOOTINGS, TREE ROOTBALLS, ETC.). CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUING WORK.
 - SAVE AND PROTECT ALL EXISTING TREES NOT NOTED TO BE REMOVED.
 - REMOVE ALL CONSTRUCTION DEBRIS AND MATERIALS INJURIOUS TO PLANT GROWTH FROM PLANTING PITS AND BEDS PRIOR TO BACKFILLING WITH PLANTING MIX.
 - REFER TO PLANTING DETAILS FOR AMENDED SOIL DEPTH IN PLANTING BEDS AND SURROUNDING TREES.
 - FIELD STAKE PLANTINGS ACCORDING TO PLAN. OWNER'S REPRESENTATIVE SHALL APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REVISE PLANTING LAYOUT AT TIME OF INSTALLATION.
 - ALL PLANT MATERIALS SHALL BE TRUE TO THEIR SCIENTIFIC NAME AND SIZE AS INDICATED IN THE PLANT SCHEDULE.
 - IF DISCREPANCIES EXIST BETWEEN THE NUMBER OF PLANTS DRAWN ON THE PLANTING PLAN AND THE NUMBER OF PLANTS IN THE SCHEDULE, THE PLANTING PLAN SHALL GOVERN.
 - ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE OWNER'S REPRESENTATIVE.
 - ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO ANSI Z60.1.
 - ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN A LIVE AND HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON (ONE YEAR) AFTER FINAL PROJECT ACCEPTANCE OR SHALL BE REPLACED BY THE CONTRACTOR FREE OF CHARGE WITH THE SAME GRADE AND SPECIES.
 - ALL TREES SHALL HAVE A STRONG CENTRAL LEADER. ANY TREES DEEMED NOT TO HAVE A STRONG CENTRAL LEADER SHALL BE REJECTED.
 - CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO CONSTRUCTION OPERATIONS. ANY AREAS THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
 - PROVIDE SHREDDED HARDWOOD MULCH SURROUNDING ALL PROPOSED TREES (5' Ø) AND WITHIN PLANTING BEDS TO A 3" MINIMUM DEPTH AS SHOWN IN TREE PLANTING DETAIL. DO NOT USE AN UNDERLAYMENT SUCH AS PLASTIC SHEET OR LANDSCAPE FABRIC. APPLY PRE-EMERGENT TO ALL PLANTING BEDS PRIOR TO MULCHING. REFER TO PLANS FOR ADDITIONAL DETAILS. REFER TO STORMWATER DETAILS FOR BASIN CONSTRUCTION AND MULCH APPLICATION.
 - MULCHING MATERIAL SHALL BE SHREDDED HARDWOOD MULCH, WITH NO INDIVIDUAL PIECES LARGER THAN 3". FREE OF GROWTH OR GERMINATION INHIBITING INGREDIENTS. 3" MINIMUM DEPTH. MINIMUM DEPTHS AT LOCATIONS INDICATED ON DRAWINGS.
 - CONTRACTOR SHALL PROVIDE SAMPLE OF MULCH TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - INDICATED QUANTITIES ARE ESTIMATES AND SHALL BE CONFIRMED BY THE CONTRACTOR.
 - ADJUST SPACING OF PLANT MATERIALS AROUND ADJACENT UTILITY STRUCTURES.



EVERGREEN TREE PLANTING
NTS



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PROJECT

LENNAR HOMES

BRADFORD PARK DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 9 LANDSCAPE (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

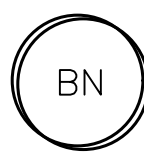
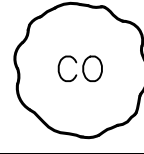
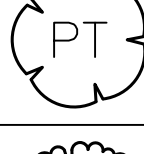
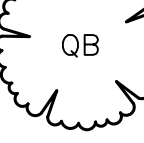
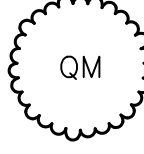
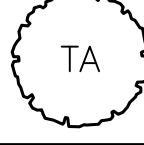
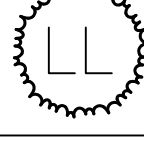
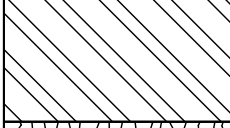
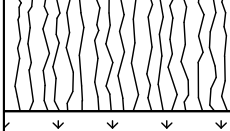
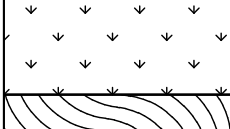
PLANTING DETAILS

SHEET

30 OF 35

PRELIMINARY NOT FOR CONSTRUCTION

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	ROOT
TREES					
	BN	35	BETULA NIGRA RIVER BIRCH MULTI-TRUNK	10' HT MIN	B & B
	CA	19	CARPINUS CAROLINIANA AMERICAN HORNBEAM	2" CAL	B & B
	CO	43	CELTIS OCCIDENTALIS COMMON HACKBERRY	2" CAL	B & B
	GS	29	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' SKYLINE HONEYLOCUST	2" CAL	B & B
	GD	44	GYMNOCLADUS DIOICA 'ESPRESSO' KENTUCKY COFFEETREE	2" CAL	B & B
	MA	30	MAACKIA AMURENSIS AMUR MAACKIA	2" CAL	B & B
	PT	7	POPULUS TREMULOIDES QUAKING ASPEN	2" CAL	B & B
	QB	43	QUERCUS BICOLOR SWAMP WHITE OAK	2" CAL	B & B
	QM	20	QUERCUS X MACDANIELI 'CLEMONS' TM HERITAGE OAK	2" CAL	B & B
	TA	32	TILIA AMERICANA 'MCKSENTRY' SENTRY LINDEN	2" CAL	B & B
EVERGREEN TREES					
	AB	14	ABIES BALSAMEA BALSAM FIR	6' HT MIN	B & B
	LL	1	LARIX LARICINA TAMARACK	8' HT MIN	B & B
	PA	19	PICEA ABIES NORWAY SPRUCE	12' HT MIN	B & B
	PD	22	PICEA GLAUCA 'DENSATA' BLACK HILLS SPRUCE	12' HT MIN	B & B
	PB	19	PINUS BANKSIANA JACK PINE	6' HT MIN	B & B
	PS	15	PINUS STROBUS WHITE PINE	6' HT MIN	B & B
SYMBOL		QTY	DESCRIPTION		
SEED MIX					
		83,805 SF	BIOFILTRATION MIX 1 ISG CUSTOM SAND SPECIALIST MIX		
		50,629 SF	BIOFILTRATION MIX 2 ISG CUSTOM EXTREME CONDITIONS MIX		
		50,812 SF	SEED MIX FINE FESCUE TURF FINE FESCUE TURF		
		1,617,563 SF	SEED MIX MNDOT 25-131 MNDOT SEED MIX - LOW MAINTENANCE TURF		
		85,877 SF	SEED MIX MNDOT 33-261 STORMWATER SOUTH AND WEST		

CITY LANDSCAPE REQUIREMENTS

GENERAL LANDSCAPE REQUIREMENTS

ALL SUBDIVISIONS SHALL BE PLANNED, DESIGNED AND MAINTAINED CONSISTENT WITH THE FOLLOWING:

- TREES SHALL HAVE A TRUNK DIAMETER OF NOT LESS THAN TWO (2) INCHES, AND SHALL BE PLANTED IN NOT LESS THAN ONE CUBIC YARD OF GOOD GROWING SOIL WITH SUITABLE AMOUNT OF FERTILIZER.
- BOULEVARD TREES SHALL BE PLANTED AT INTERVALS OF AT LEAST ONE TREE PER LOT AT A DISTANCE OF AT LEAST SIX (6) FEET BUT LESS THAN TWELVE (12) FEET FROM BEHIND THE CURB.
- YARD TREES SHALL BE PLANTED IN INTERVALS OF ONE TREE PER LOT AND LOCATED BETWEEN THE EDGE OF THE RIGHT-OF-WAY AND FRONT OF THE HOUSE.
- CORNER LOTS SHALL REQUIRE TWO BOULEVARD TREES, ONE PER STREET FRONTAGE.

LANDSCAPE REQUIREMENTS

PLANT TYPE	REQUIRED	ADDITIONAL	TOTAL
DECIDUOUS TREES	302	0	302
EVERGREEN TEES	90	0	90



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PROJECT

LENNAR HOMES

BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 9 LANDSCAPE (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE

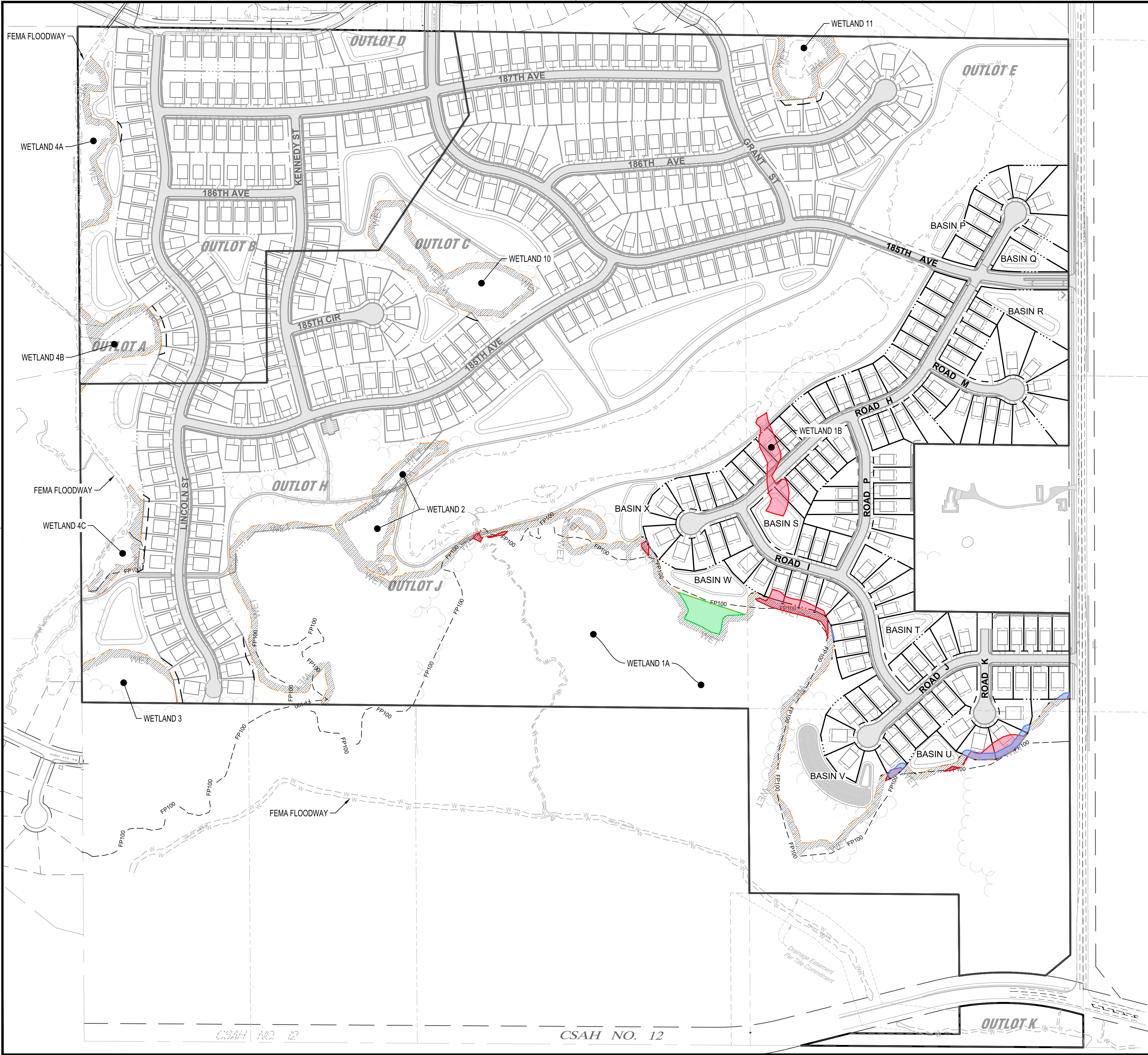
PLANTING
SCHEDULES

SHEET

31

OF 35

PRELIMINARY NOT FOR CONSTRUCTION



WETLAND LEGEND	
	WETLAND IMPACT AREA
	REQUIRED AVERAGE WETLAND BUFFER
	AVERAGE BUFFER AREA NOT IN COMPLIANCE
	POTENTIAL EXCESS WETLAND BUFFER AREA

WETLAND	WETLAND PERIMETER (LF)	WETLAND AREA (SF)	TOTAL AREA IMPACTED (SF)	AVERAGE WETLAND BUFFER (LF)
1A	7,014	1,932,803	29,545	25.6
1B	1,004	22,638	22,638	N/A
TOTAL	8,018 LF	1,955,441 SF	52,183 SF	
TOTAL	1.52 MI	44.89 AC	1.20 AC	



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PROJECT

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ELK RIVER MINNESOTA

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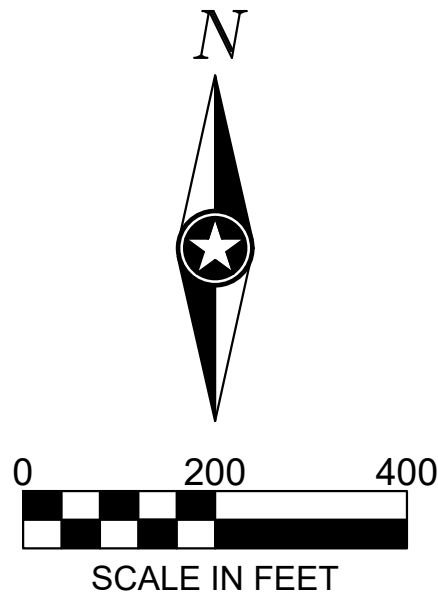
PROJECT NO.	22-26553
FILE NAME	26553 - 10 WETLAND (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
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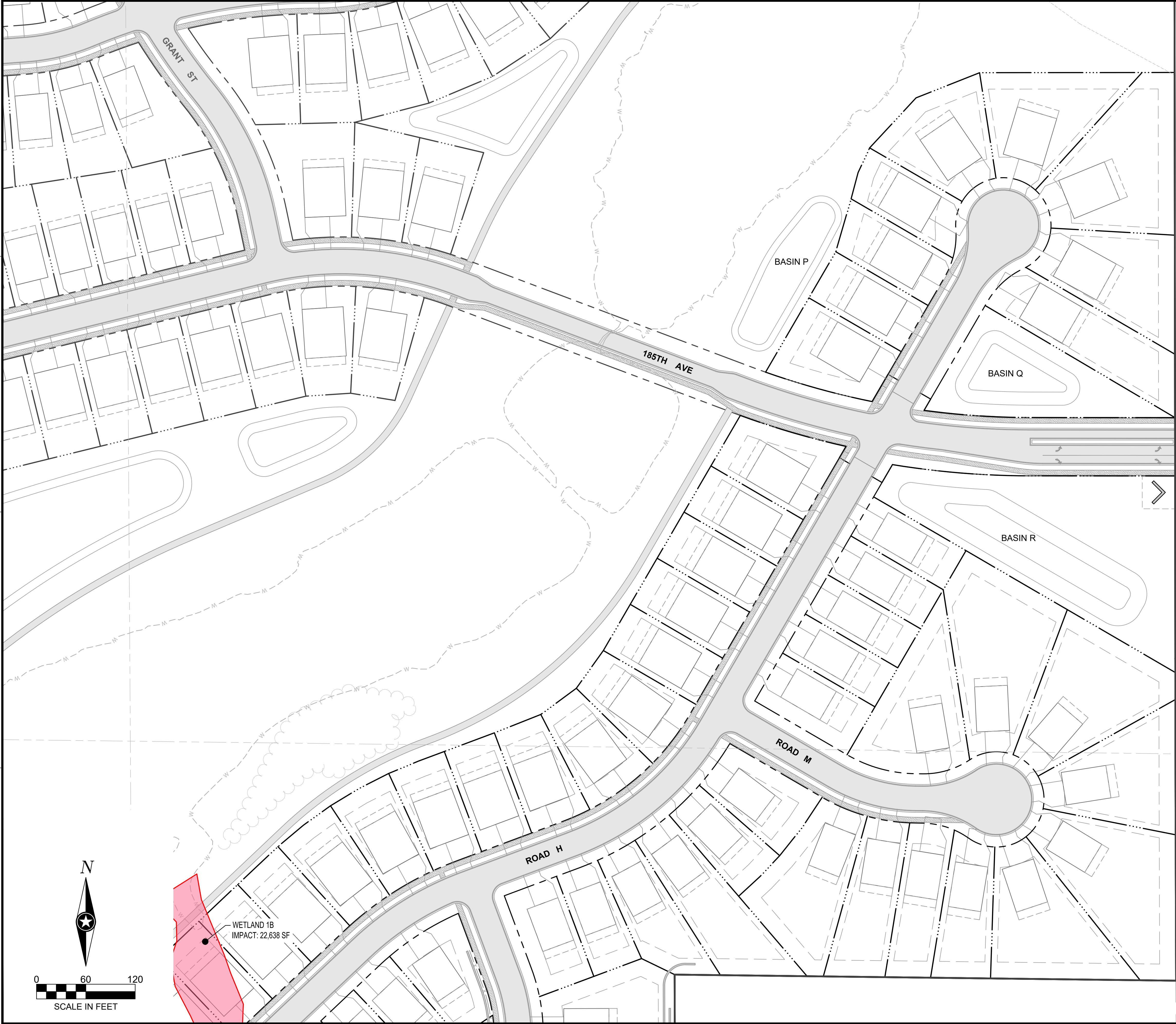
OVERALL
WETLAND
IMPACTS PLAN

SHEET

32
OF 35



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PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

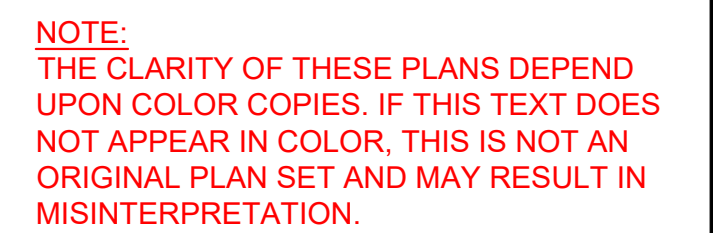
REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 10 WETLAND (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

TITLE
**DETAILED
WETLAND
IMPACTS PLAN**

SHEET
33 OF 35

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DATE XXXX-XX-XX LIC. NO. XXXXXX

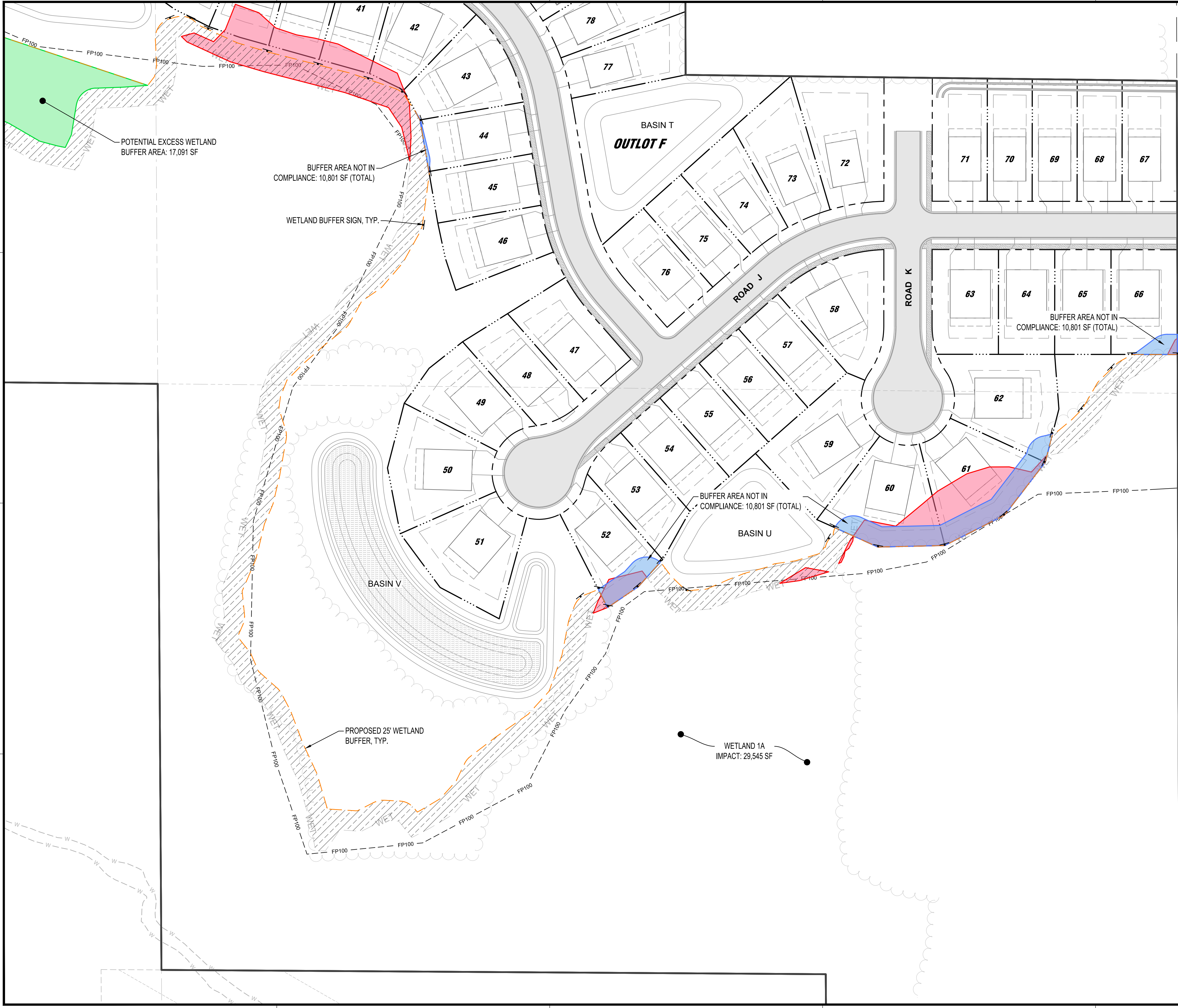
PROJECT

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PROFESSIONAL ENGINEER UNDER THE LAWS OF THE
STATE OF MINNESOTA.

DATE: XXXX-XX-XX LIC. NO. XXXXX

THIS DOCUMENT IS THE PROPERTY OF I & S GROUP,
INC. AND MAY NOT BE USED, COPIED OR DUPLICATED
WITHOUT PRIOR WRITTEN CONSENT.

PROJECT

LENNAR HOMES
BRADFORD PARK
DEVELOPMENT SOUTH

ELK RIVER MINNESOTA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	22-26553
FILE NAME	26553 - 10 WETLAND (PPLAT-SE)
DRAWN BY	TTK
DESIGNED BY	TTK
REVIEWED BY	TJW, JDF
ORIGINAL ISSUE DATE	2024/06/24
CLIENT PROJECT NO.	-

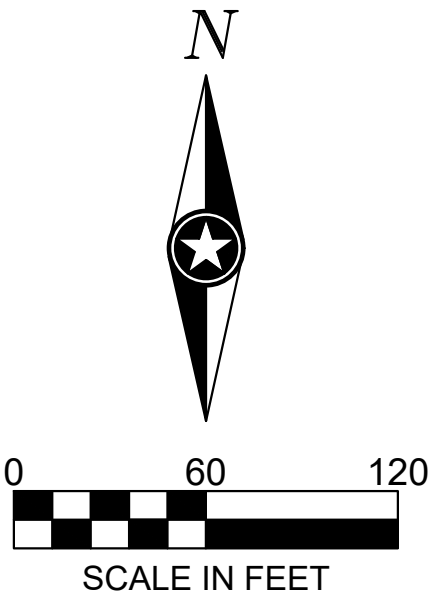
TITLE

DETAILED
WETLAND
IMPACTS PLAN

SHEET

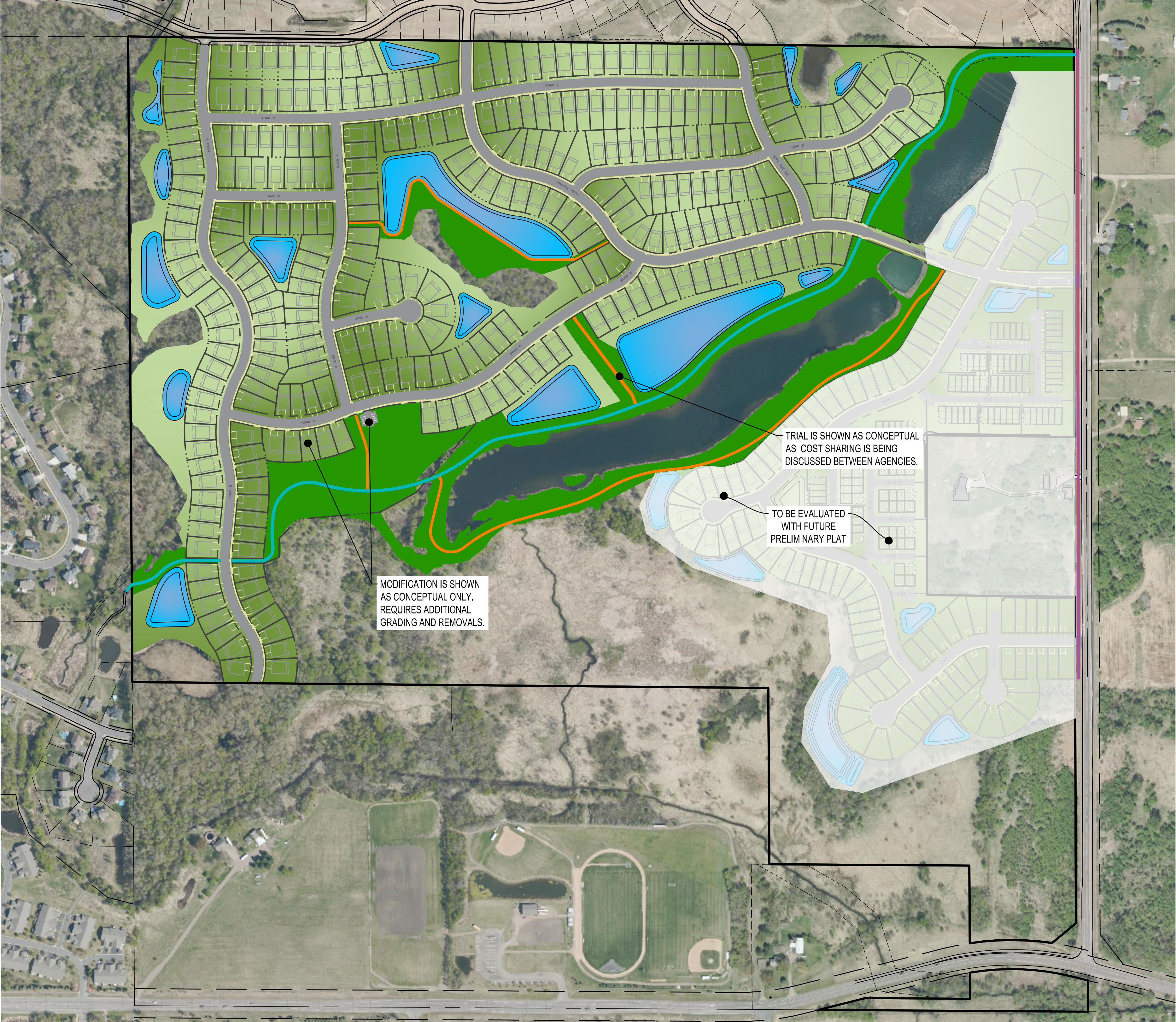
35

OF 35



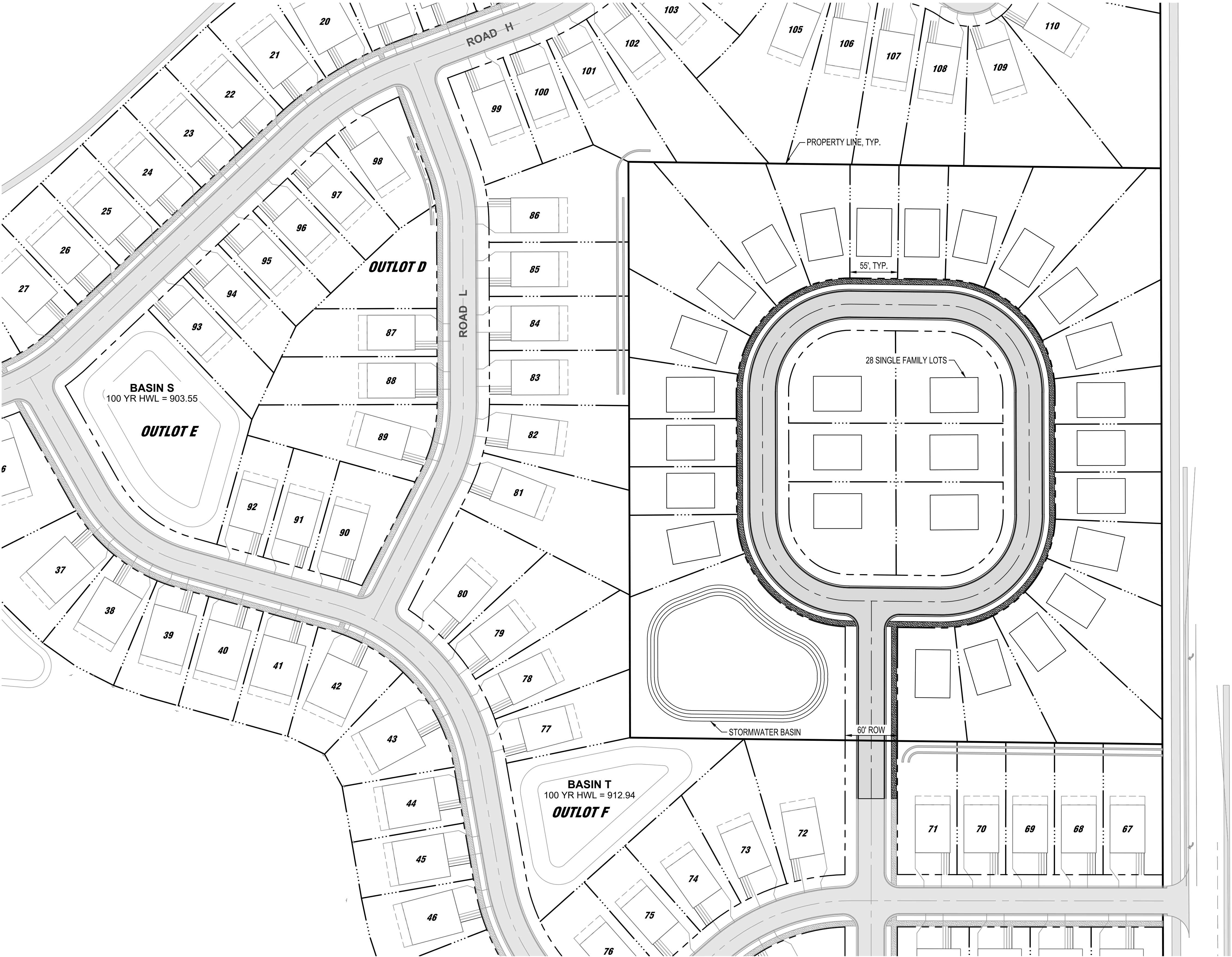
PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION PRELIMINARY NOT FOR CONSTRUCTION

BRADFORD PARK



LEGEND

- UPLAND PARK AREA (1,192,319 SF / 27.37 AC)
- TRAILS AND WALKWAYS (4,977 LF)
- WATER FEATURE (627,300 SF / 14.40 AC)
- REGIONAL TRAIL ELIGIBLE FOR TRAIL CREDIT AT CONSTRUCTION COST (4,860 LF)
- TRAILS TO BE CONSTRUCTED BY OTHERS



GHOST PLATTED AREA



Architecture + Engineering + Environmental + Planning

CAD FILE NAME 26553 GHOST PLAT - PPLAT-SE

FOSTER PROPERTY DEVELOPMENT
ELK RIVER, MINNESOTA - 2024/06/05
ISG PROJECT NO. 22-26553



0 ## ###
SCALE IN FEET

Memorandum

To: Planning Department

From: David A. Roedel - Deputy County Engineer, Sherburne County

Date: 07-08-2024

Subject: Site Plan Review – July 2024

The agency listed above has reviewed the application listed below and has the following comments:

1.	CU 24-10	Harvest Intercontinental Church – 555 Railroad Dr. NW CUP for religious institution 1. No concerns or issues with the application as proposed.	CL	PC: 07-23-2024 CC: 08-19-2024
2.	CU 24-11	Riverside Kennel – Kelly Smith, 18850 Ogden St. NW CUP for private kennel 1. No concerns or issues with the application as proposed.	CL	PC: 07-23-2024 CC: 08-19-2024
3.	V 24-09 CU 24-12	The Original Collins Brothers Auto, Truck & Towing, 16234 Jarvis St. Variance for zero lot line; CUP for combined use. 1. No concerns or issues with the application as proposed.	CL	BOA: 07-23-2024 CC: 08-19-2024
4.	P 24-06	US Home, LLC – Lennar Corporation- Foster Property EAW As discussed during review of the concept site plan at meetings held in 2022, access spacing on County Road 40/Cleveland Street NW is ½ mile for full access based on the 55-mph speed limit of the roadway. 185 th Avenue meets Access spacing guidelines for full access to County Road 40. Right and Left turn/bypass lanes are required at this location. It appears the layout provided may reflect this. Road J does not meet access spacing guidelines for a full access as it is not ½ mile from County State Aid Highway 12, or from 185 th Avenue. The access will be limited to a right turn in, right turn out and left turn in. A left turn out will not be allowed. The entrance in the build condition will require construction of a center median at the left turn lane into the site, a porkchop island on Road J, or a combination that restricts the ability to turn left out of the site. Should it be determined that vehicles leaving Road J are turning left	ZC	PC: 07-23-2024 CC: 08-19-2024

		out, Sherburne County reserves the right to close off the Left turn in movement. It should be noted that with anticipated development on the east side of County Road 40 aligning with Road J, the intersection will be reviewed to determine if access will be restricted to a right turn in, and right turn out for all movements on both sides of the road. As outlined in Chapter 7, Implementation Plan from <i>Driving Forward, Sherburne County Transportation plan</i>, Traffic Impact Analysis section, a traffic impact analysis is requested to evaluate how a proposed land development or land use change would impact the operation and safety of the county highway system. The analysis should include the intersections of 185th and Road J with County Road 40. The analysis does not preclude the requirement to follow access spacing guidelines noted above.		
5.	V 24-10	Heritage Millwork – 16767 Gateway Road Variance for parking requirements 1. No concerns or issues with the application as proposed.	ZC	BOA: 07-23-2024 CC: 08-19-2024
6.	CR 24-05	The Specht Family Farm - Capstone Homes Concept Review for housing development 1. No concerns or issues with the application as proposed.	ZC	PC: 07-23-2024 CC: 08-19-2024
7.	V 24-11	Ron Touchette – Rock Solid Companies – 414 Main St. NW Setback Variance 1. No concerns or issues with the application as proposed.	ZC	BOA: 07-23-2024 CC: 08-19-2024



Ordinance 24 - 12

An Ordinance Amending Chapter, 30, Division 9, Other Nonoverlay Districts, of the City of Elk River, Minnesota, City Code

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

SECTION 1. That **Chapter 30, Division 9, Other Nonoverlay Districts**, of the City of Elk River Code of Ordinances shall be amended to add the following Subdivision and Section:

Subdivision III. Approved Planned Unit Development Districts

Section 30-1600. – Bradford Park PUD

- (a) Legal Description. The following described property located within the City of Elk River, Sherburne County, Minnesota is hereby zoned PUD, Planned Unit Development:

The following property located in Section 36, Township 33, Range 26, Sherburne County, Minnesota:

The South Half of the Northwest Quarter; the Southwest Quarter of the Northeast Quarter; the North Half of the Southwest Quarter; the Southeast Quarter of the Southwest Quarter; the Southwest Quarter of the Southeast Quarter; and the Northwest Quarter of the Southeast Quarter; excepting from the foregoing description the following described Parcel 1 and Parcel 2; but adding to the foregoing description an easement over the Easement Parcel, described below:

Parcel 1: The East 660 feet of the South 660 feet of the North 936 feet of the Northwest Quarter of the Southeast Quarter of said Section 36.

Parcel 2: The West 825 feet of the North 550 feet of the South 600 feet of the Southwest Quarter of the Southeast Quarter; together with that part of the East 75 feet of the Southeast Quarter of the Southwest Quarter lying South of the Westerly extension of the North line of said South 600 feet of the Southwest Quarter of the Southeast Quarter; all being part of Section 36, Township 33, Range 26;

- (b) PUD Development Standards. The property shall be subject to the following standards.



(1) Uses

a. Permitted Uses

1. Residential, single family.
2. Residential facilities (one to six persons).
3. State licensed residential facilities or a housing with services establishment registered under chapter 144D serving six or fewer persons, a licensed day care facility serving 12 or fewer persons, and a group family day care facility licensed under Minnesota Rules, parts 9502.0315 to 9502.0445 to serve 14 or fewer children shall be considered a permitted single family residential use of property for the purposes of zoning, except that a residential facility whose primary purpose is to treat juveniles who have violated criminal statutes relating to sex offenses or have been adjudicated delinquent on the basis of conduct in violation of criminal statutes relating to sex offenses shall not be considered a permitted use.

b. Accessory Uses

1. Accessory dwelling units
2. Residential occupations.
3. Structures, accessory.
4. Towers (less than 60 feet in height).
5. Signs (as permitted in section 30-851 et seq.).

c. Conditional Uses

1. Kennels, private

(2) Lot Size

a. The PUD permits lot sizes as follows:

<u>Lot Type</u>	<u>Unit Count</u>	<u>Minimum Lot Width</u>	<u>Minimum Lot Depth</u>	<u>Typical Lot Area</u>
<u>Min. 55' Single-Family Lots</u>	<u>112</u>	<u>55' - 0"</u>	<u>130' - 0"</u>	<u>7,150 SF</u>
<u>Min. 65' Single-Family Lots</u>	<u>202</u>	<u>65' - 0"</u>	<u>130' - 0"</u>	<u>8,450 SF</u>

(3) Setbacks

a. Single Family Lots

1. Primary Structures

<u>Front Setback</u>	<u>25' - 0"</u>
<u>Side Setback</u>	<u>7' - 6"</u>
<u>Rear Setback</u>	<u>20' - 0"</u>
<u>Corner Front Setback</u>	<u>20' - 0"</u>

2. Accessory Structures

<u>Front Setback</u>	<u>25' - 0"</u>
<u>Side Setback</u>	<u>5' - 0"</u>
<u>Rear Setback</u>	<u>5' - 0"</u>
<u>Corner Front Setback</u>	<u>20' - 0"</u>

3. Accessory structures shall be limited to two-detached structures.
4. Total garage space (attached and detached) shall be limited to 1,200 SF.
5. All other setbacks shall be consistent with the relevant section of the city code.

(4) Additional Design Standards:

- a. Driveways width is limited to 20' - 0" as measured at the front property line or the entire distance between the curb and sidewalk.
- b. Driveways must be setback 5'-0" from side property lines.
- c. Internal monotony code
 1. Adjacent homes shall not repeat the same façade design or primary exterior color.
 2. This standard also applies to the nearest three lots across the street.
 3. The builder shall demonstrate compliance with this standard when the building permit is submitted.

- (5) Any standard not specifically described within this section shall remain consistent with the City of Elk River Code of Ordinances.

- (c) Development Plans. The PUD shall be developed in accordance with the following plans, as amended from time to time, on file at city hall.

Plan A – Preliminary Plat of Bradford Park as approved by the Elk River City Council on July 17, 2023, and subject to all conditions of approval.

Plan B – Bradford Park Phase 1 Construction Plans prepared by ISG and dated March 25, 2024.

SECTION 4. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 20th day of May, 2024.

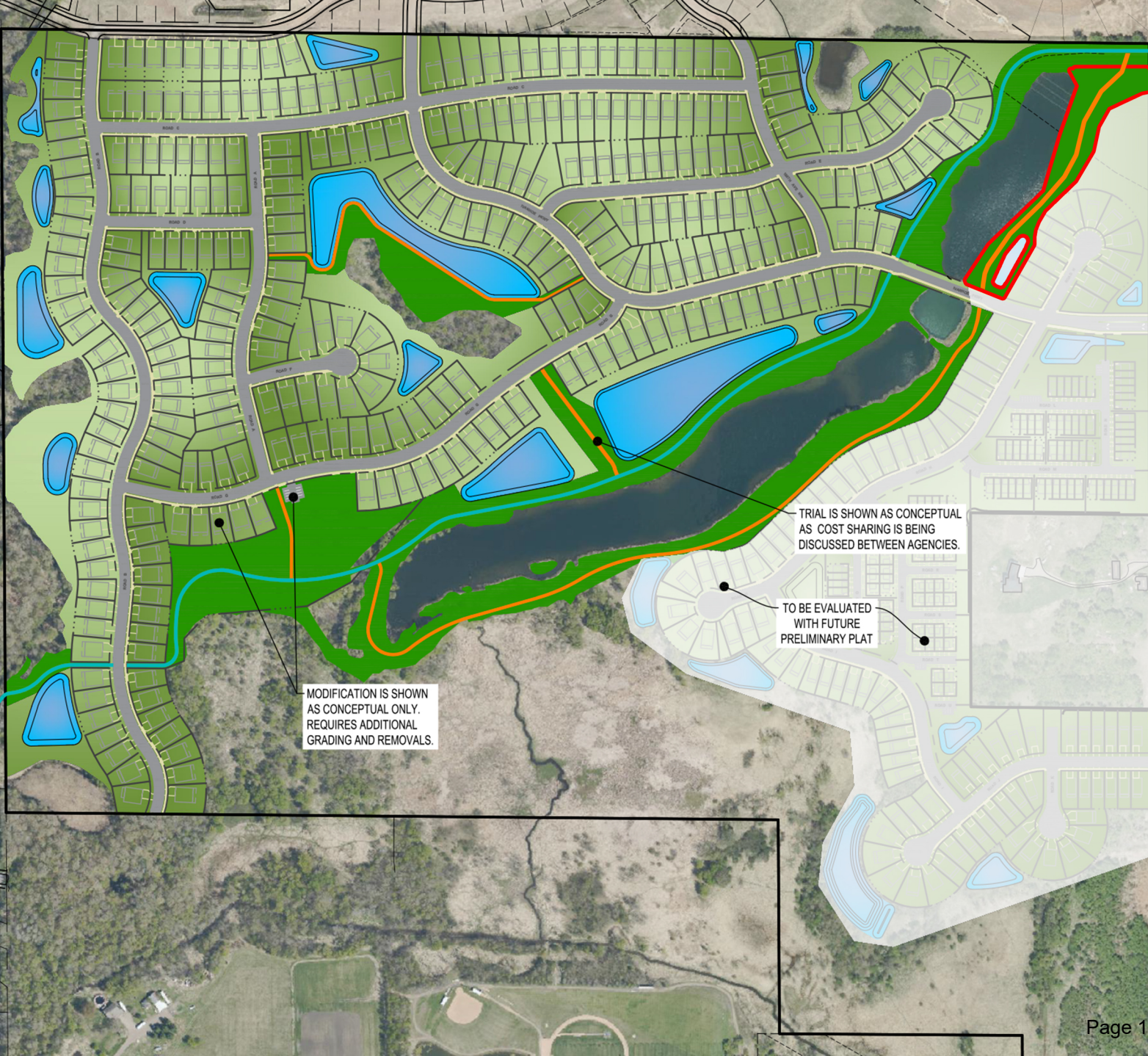


John J. Dietz, Mayor

ATTEST:



Tina Allard, City Clerk





Ordinance 24 - 19

An Ordinance Amending Chapter, 30, Division 9, Other Nonoverlay Districts, of the City of Elk River, Minnesota, City Code

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

SECTION 1. That **Section 30-1600 (c), Bradford Park PUD**, of the City of Elk River Code of Ordinances shall be amended to add the following Subdivision and Section:

Section 30-1600. – Bradford Park PUD

- (c) Development Plans. The PUD shall be developed in accordance with the following plans, as amended from time to time, on file at city hall.

Plan A – Preliminary Plat of Bradford Park as approved by the Elk River City Council on July 17, 2023, and subject to all conditions of approval.

Plan B – Bradford Park Phase 1 Construction Plans prepared by ISG and dated March 25, 2024.

Plan C – Preliminary Plat of Bradford Park South as approved by the Elk River City Council on August 19, 2024, and subject to all conditions of approval.

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

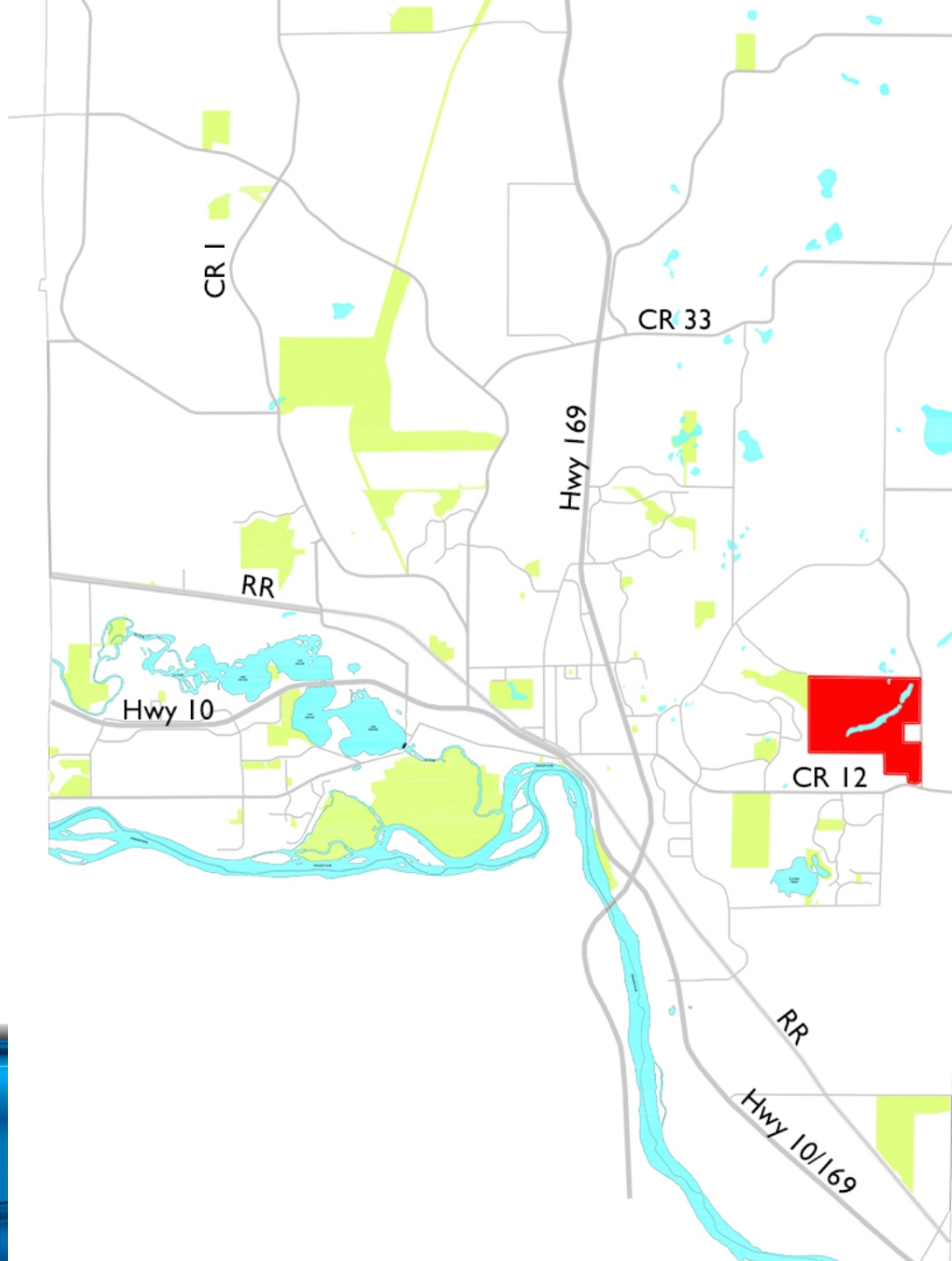
Passed and adopted by the City Council of the City of Elk River this 19th day of August, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk

Bradford Park South Preliminary Plat



75-00768-0050

Twin Lakes Parkway

75-00920-0060

75-00644-0011

187th Avenue

187th Avenue

186th Avenue

1

75-00136-1300

SITE

75-00737

75-0073

75

75

40

1

Olson Street

183rd Avenue

75-00136-3300

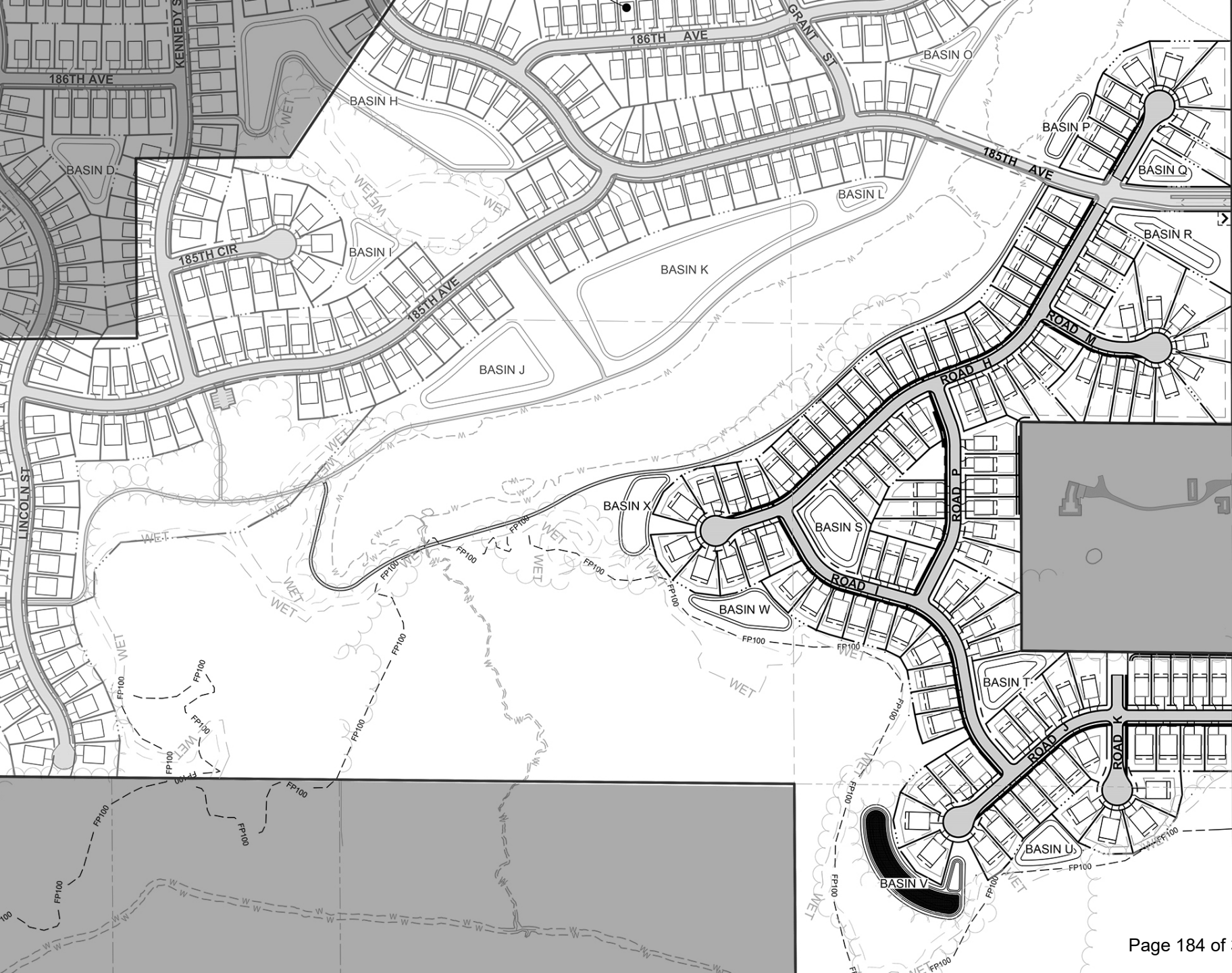
75-00136-3405

75-00136-3400

181st Lane

Background

- Lennar proposes the second phase of Bradford Park
 - 119 new single-family lots.
 - Previous approval of 314, total of 433.
- All housing is detached single-family
 - Townhomes removed from plans
- Comprehensive Plans guides for Mixed-residential uses



Comprehensive Plan

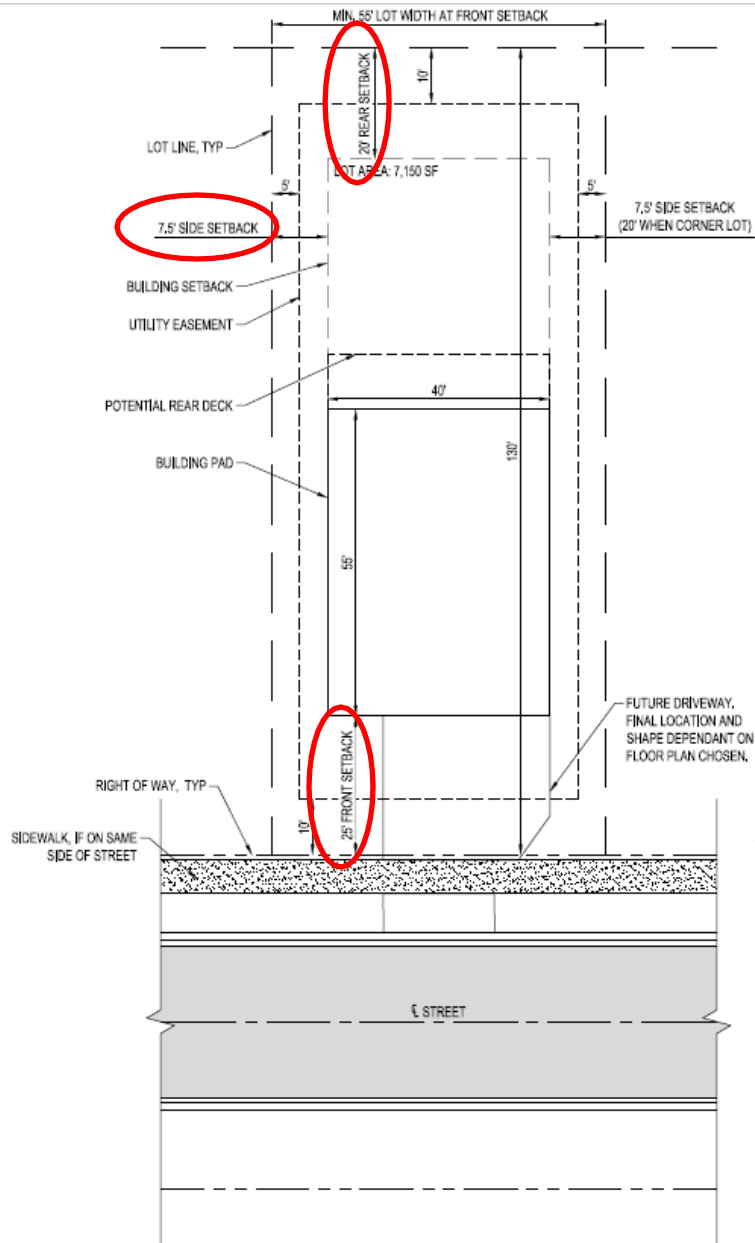
- The Comp plan guides the property for Mixed Residential Neighborhood Uses
- Encourages neighborhoods with multiple housing types.
 - Attached and detached

Streets and Parking

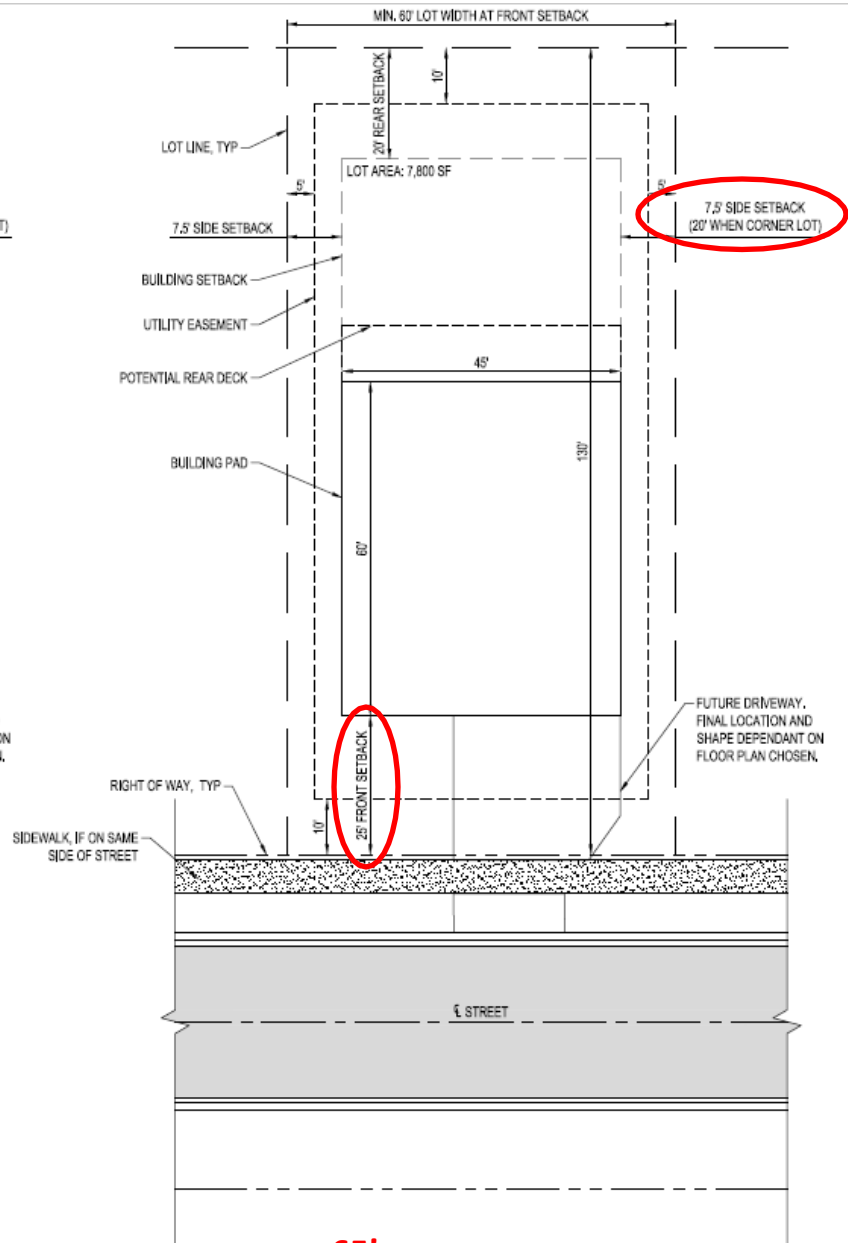
- All streets would be constructed according to city standards
 - 60-foot R/W with a 34-foot street
 - Allows parking on both sides
- Parking analysis demonstrates sufficient on-street parking
 - PUD standards limit driveway width to 20-feet.
- All streets will have a sidewalk on at least one side.

Parcel Design/Layout

- Current application includes 65- and 55-foot single-family parcels.
 - 65-foot lots have become common throughout community
 - 55-foot and smaller have been reserved for “villas”
- Proposed setbacks
 - Front 25 feet (20 feet on corner)
 - Sides 7.5 feet
 - Rear 20 feet



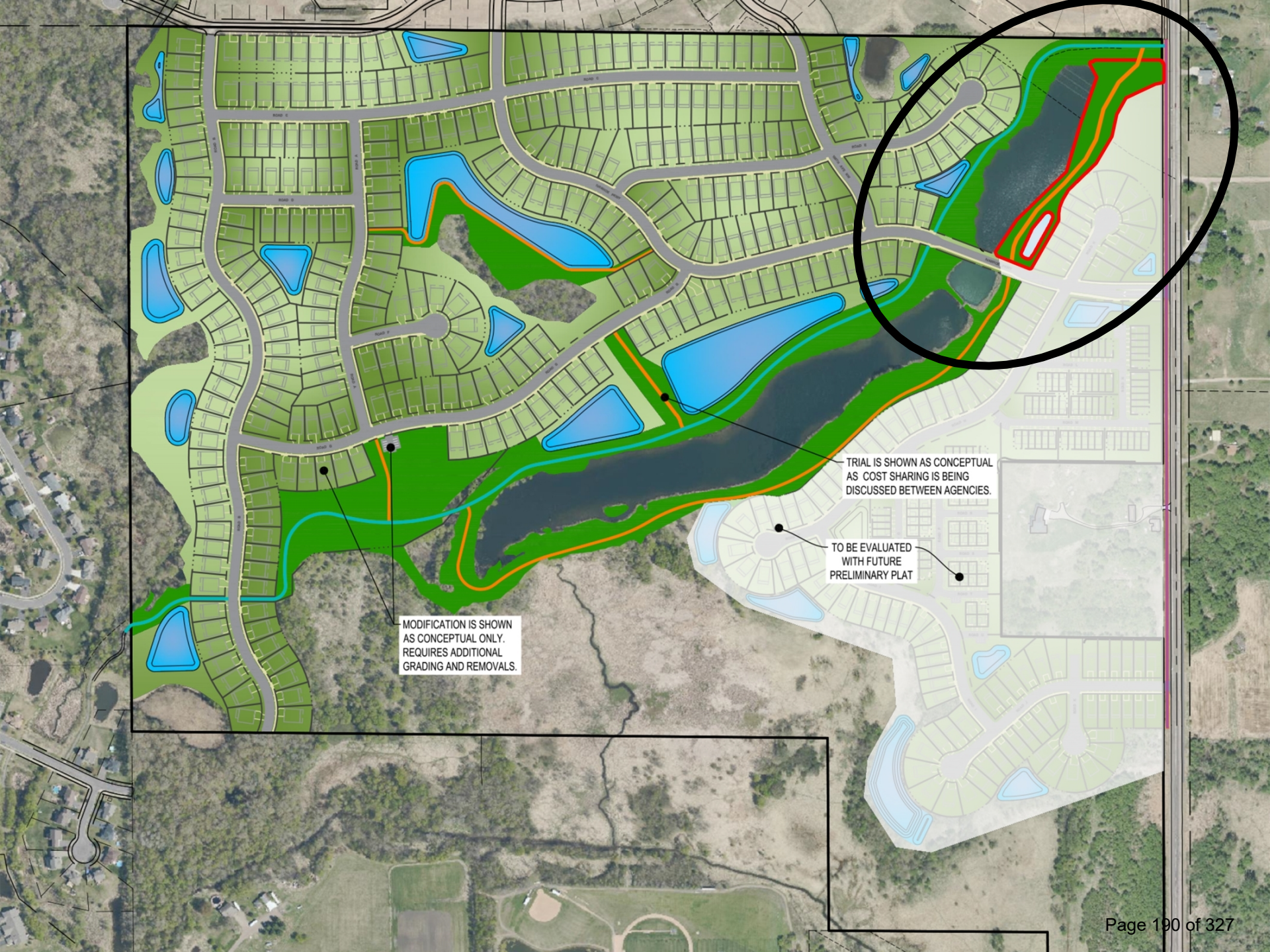
55' SINGLE FAMILY
TYPICAL LOT LAYOUT



65'
SINGLE FAMILY
TYPICAL LOT LAYOUT

Trails and Parks

- Bradford Park Development includes a trail network in addition to sidewalks
- Largest feature is circular trail around the pond+
 - Staff recommends additional mid-block trail.
- Parks Commission reviewed on August 14th.
- Recommended additional trail on NE corner of pond to complete a circular loop.
 - Land dedication recommended for this area
 - Remainder of required dedication will be cash dedication per unit.



TRIAL IS SHOWN AS CONCEPTUAL
AS COST SHARING IS BEING
DISCUSSED BETWEEN AGENCIES.

TO BE EVALUATED
WITH FUTURE
PRELIMINARY PLAT

MODIFICATION IS SHOWN
AS CONCEPTUAL ONLY.
REQUIRES ADDITIONAL
GRADING AND REMOVALS.

City Utilities

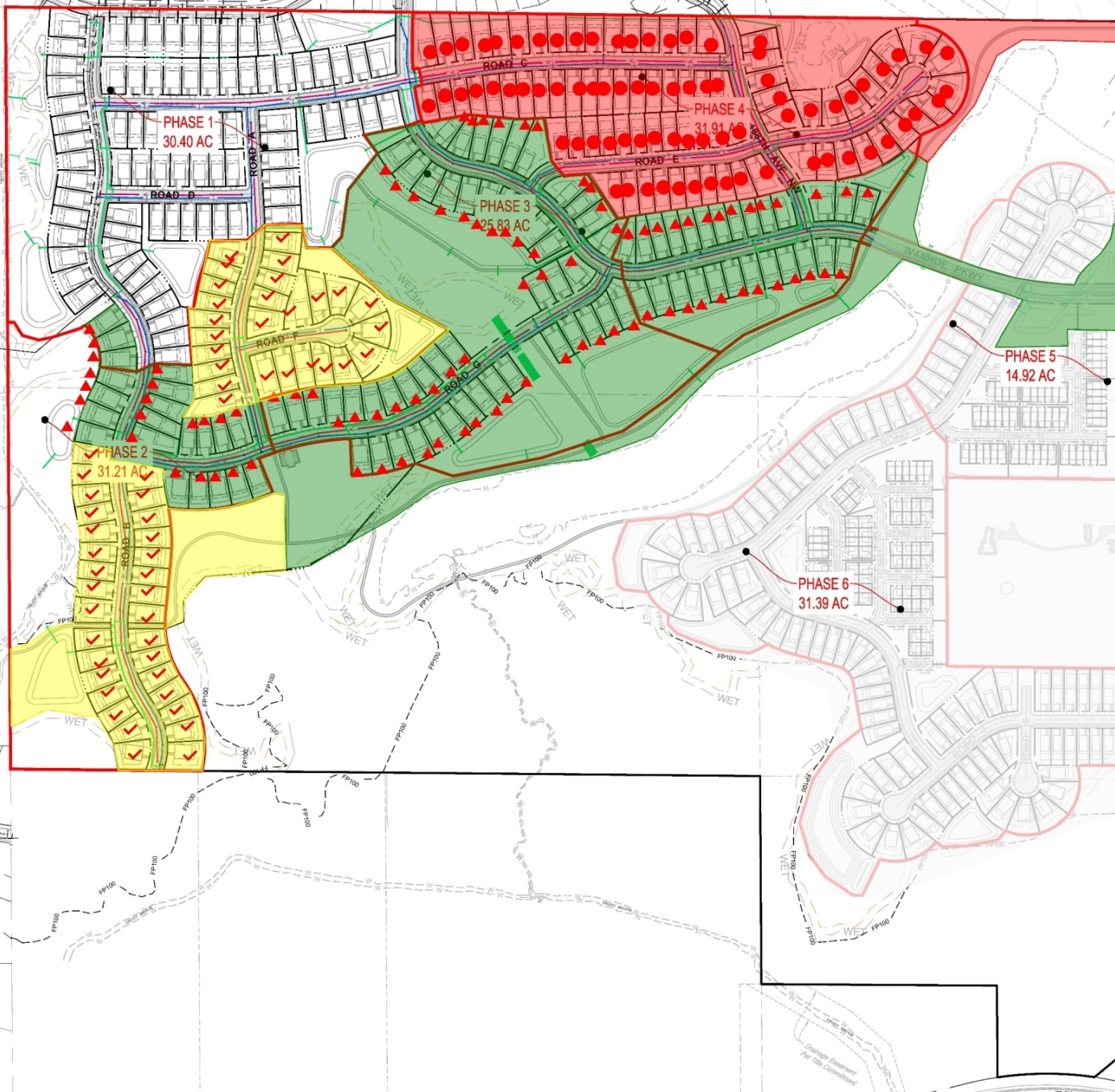
- All home sites will connect to city utilities
- Large stormwater features included on multiple outlots

Environmental and Landscaping

- The project proposes to fill existing wetlands
 - Working with staff and consultants to meet state standards
- A significant number of trees will be removed
- Landscape plan includes boulevard and backyard trees
 - Generally, two per parcel

Planning Commission and Public Comment

- Public hearing held July 23, 2024.
 - No comments during the meeting
- Neighboring resident contacted staff after meeting.
 - Staff reviewed plans with resident – no concerns.
- PC discussed lot sizes and the market trend towards smaller lots.
- PC supported removal of townhomes
 - Narrower lots address affordability.
- PC unanimously recommended approval.



- PHASE 2 = 96 LOTS
- PHASE 3 = 57 LOTS
- PHASE 4 = 79 LOTS

NOTE: PHASING PLAN IS
PRELIMINARY AND MAY CHANGE
BASED ON STATE OF THE
MARKET AND DEVELOPMENT
FLUCTUATIONS.



Actions Requested

Approve, by motion, the Preliminary Plat of Bradford Park South with the 18 conditions noted in memo (2 added after PC).

Adopt, by motion, an ordinance updating the PUD ordinance for Bradford Park.





Request for Action

To
City Council

Item Number
7.5

Meeting Date
August 19, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 24-48 for Easement Vacation: 22345
Monroe St NW - Shari Rickers

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-48 vacating existing drainage and utility easements with the condition that the associated boundary line adjustment (P 24-07) is recorded prior to the vacation resolution.

Background/Discussion

The applicant, Shari Rickers of 22345 Monroe St NW, has requested the vacation of existing drainage and utility easements on her property. She owns two adjacent parcels, PIDs 75-00101-3101 (22347 Monroe Street NW) and 75-00101-3105 (22347 Monroe St NW), which are the subject of a property line adjustment (P 24-07). Moving the property lines is a staff-level administrative action, however, this action places existing drainage and utility easements and the existing property line in the middle of the new lot. If the easements are not vacated, they could impact future use and development of the parcel.

Staff reviewed the requested vacation and does not have any concerns with the proposal. Once the property lines are moved, the easements will not serve a public purpose. Staff recommends the adoption of the resolution approving the easement vacation.

Financial Impact
None

Mission/Policy/Goal
Work with citizens to achieve goals
Meet changing needs - agile

Attachments

1. Location Map
2. Survey
3. Parcel Exhibit
4. Easement Vacation Resolution
5. Presentation

The Elk River Vision

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





Project Location Map

Shari Rickers

Easement Vacation

Case No: EV 24-03

EXISTING PROPERTY DESCRIPTION: (19.53 Acres) – PARCEL A
(PID NO. 75-00101-3101) – PER DOC. NO. 876008

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant 854.24 feet east of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said South line, a distance of 854.24 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds West, along the West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet; thence North 82 degrees 03 minutes 17 seconds East, a distance of 153.60 feet; thence North 83 degrees 32 minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave to the north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of 116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69 degrees 06 minutes 10 seconds East, a distance of 431.84 feet; thence North 57 degrees 41 minutes 14 seconds East, a distance of 203.80 feet; thence North 59 degrees 37 minutes 16 seconds East a distance of 288.06 feet; thence South 87 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of 552.82 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West a distance of 242.03 feet; thence North 89 degrees 31 seconds West a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of beginning.

EXISTING PROPERTY DESCRIPTION: (12.00 Acres) – PARCEL B
(PID NO. 75-00101-3105) – PER DOC. NO. 669228

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant 854.24 feet east of the Southwest corner thereof; thence South 89 degrees 07 minutes 51 seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North 20 degrees 57 minutes 01 seconds East, a distance of 289.86 feet; thence North 22 degrees 34 minutes 06 seconds East, a distance of 200.81 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of beginning.

DESCRIPTION OF PROPERTY TO BE TRANSFERRED FROM
PID NO. 75-00101-3101 TO PID NO. 75-00101-3105):
(13.65 Acres)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant 854.24 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said South line, a distance of 273.88 feet to a point to be hereafter referred to as "Point A"; thence continue North 89 degrees 07 minutes 51 seconds West, along said South line, a distance of 580.36 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds West, along the West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet; thence North 82 degrees 03 minutes 17 seconds East, a distance of 153.60 feet; thence North 83 degrees 32 minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave to the north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of 116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69 degrees 06 minutes 10 seconds East, a distance of 431.84 feet; thence North 57 degrees 41 minutes 14 seconds East, a distance of 203.80 feet; thence North 59 degrees 37 minutes 16 seconds East a distance of 288.06 feet; thence South 87 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of 552.82 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West a distance of 242.03 feet; thence North 89 degrees 31 seconds West a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of said North Half of the Southwest Quarter, and which lies West of the above described "Line B" and its extensions.

REVISED PROPERTY DESCRIPTION: (5.88 Acres)
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant 580.36 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said South line, a distance of 580.36 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds West, along the West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet to the intersection with a line to be hereafter referred to as "Line B" which bears North 02 degrees 30 minutes 35 seconds East from the point of beginning; thence South 02 degrees 30 minutes 35 seconds West, along said above described "Line B", a distance of 437.58 feet to the point of beginning.

EXCEPT

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of said North Half of the Southwest Quarter, and which lies West of the above described "Line B" and its extensions.

NOTES:

- The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- In providing this survey no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned.
- Bearings are based on the Sherburne County Coordinate System (NAD83 1986 Adjustment).
- Address of PID No. 75-00101-3101 is 22347 Monroe St. NW, Elk River, MN, 55330. Address of PID No. 75-00101-3105 is 22345 Monroe St. NW, Elk River, MN, 55330.

REVISED PROPERTY DESCRIPTION: (25.65 Acres) – PARCEL B

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant 2076.33 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said South line, a distance of 1495.97 feet to a point to be hereafter referred to as "Point A"; thence continue North 89 degrees 07 minutes 51 seconds West, along said South line, a distance of 580.36 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds West, along the West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet to the intersection with a line to be hereafter referred to as "Line B" which bears North 02 degrees 30 minutes 35 seconds East from said above described "Point A", said point of intersection being the point of beginning of the land to be described; thence continue North 89 degrees 04 minutes 13 seconds East, a distance of 8.80 feet; thence North 82 degrees 03 minutes 17 seconds East, a distance of 153.60 feet; thence North 83 degrees 32 minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave to the north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of 116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69 degrees 06 minutes 10 seconds East, a distance of 431.84 feet; thence North 57 degrees 41 minutes 14 seconds East, a distance of 203.80 feet; thence North 59 degrees 37 minutes 16 seconds East a distance of 288.06 feet; thence South 87 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of 753.63 feet; thence South 20 degrees 57 minutes 01 seconds West a distance of 289.86 feet to the point of commencement; thence North 89 degrees 07 minutes 51 seconds West, along said South line, a distance of 1495.97 feet to said above described "Point A"; thence North 02 degrees 30 minutes 35 seconds East, along said above described "Line B", a distance of 437.58 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of said North Half of the Southwest Quarter, and which lies West of the above described "Line B" and its extensions.

PROPOSED REVISED INGRESS & EGRESS DRIVEWAY EASEMENT DESCRIPTION:

A permanent ingress and egress driveway easement over, under, and across the South 30.00 feet of the West 30.00 feet of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota.

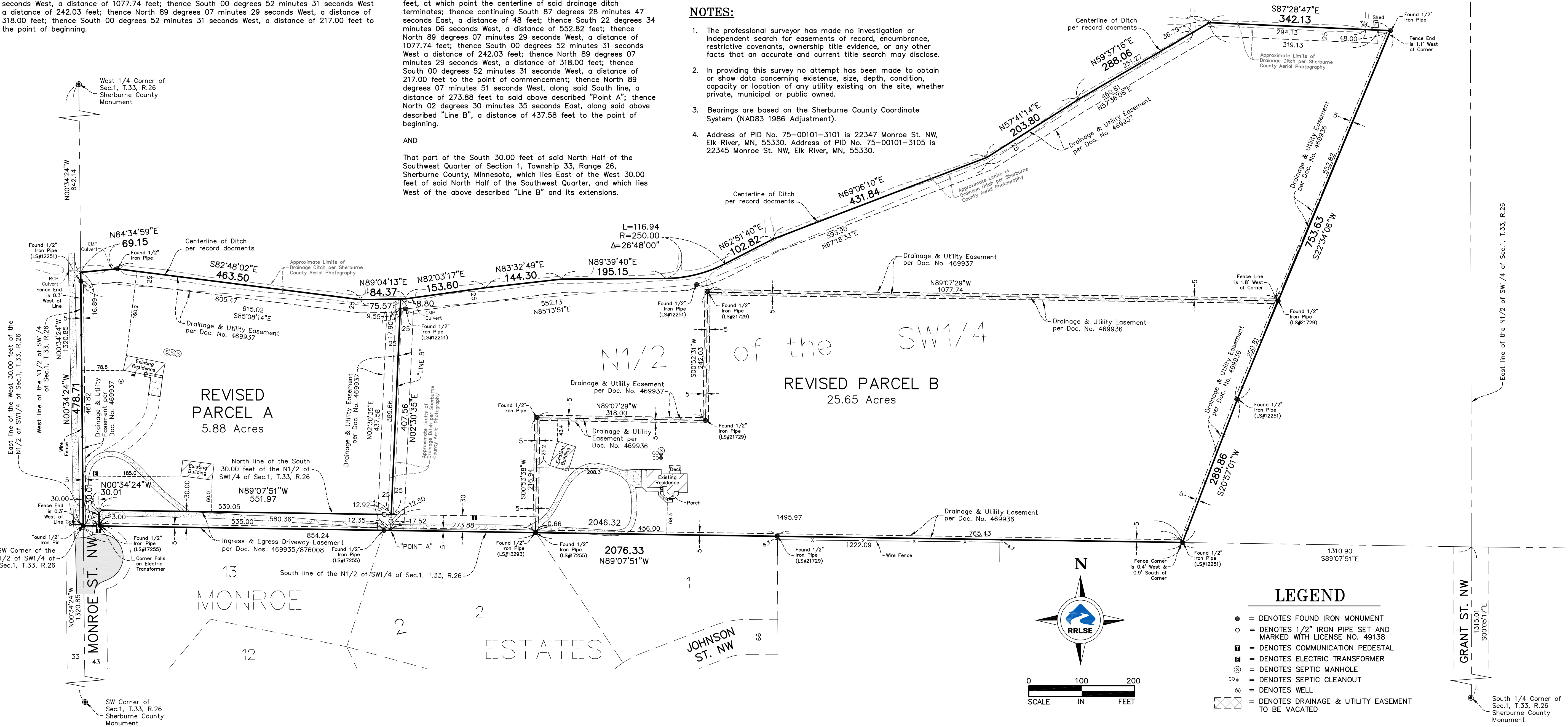
DESCRIPTION OF DRAINAGE & UTILITY EASEMENT TO BE VACATED:

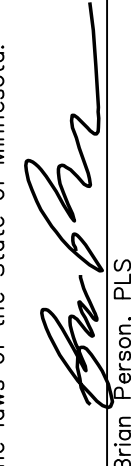
That part of the drainage and utility easement granted per Document No. 469936 and Document No. 469937, described as follows:

A strip of land 10.00 feet in width over the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, the centerline of said 10.00 foot wide strip is described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant 854.24 feet east of the Southwest corner thereof; thence South 89 degrees 07 minutes 51 seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North 20 degrees 57 minutes 01 seconds East, a distance of 289.86 feet; thence North 22 degrees 34 minutes 06 seconds East, a distance of 200.81 feet to the point of beginning of the centerline to be described; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West a distance of 242.03 feet; thence North 89 degrees 31 seconds West, a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to said above described point of commencement and said centerline there terminating.

The sidelines of said 10.00 foot wide strip are to be prolonged or shortened to terminate on a line drawn parallel with and distant 5.00 feet West of a line which bears North 22 degrees 34 minutes 06 seconds East and passes through the point of beginning, and the North line of the South 5.00 feet of said North Half of the Southwest Quarter.



Certificate of Survey ~ for ~ Shari Rickers													Part of the N1/2 of SW1/4 of Sec.1, T.33, R.26, Sherburne County, Minnesota													 RUM RIVER LAND SURVEYORS + ENGINEERS 505 First Street, Princeton, MN 55971 O-768.389.4476 RRLSE.com													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 Professional Land Surveyor under the laws of the State of Minnesota.  Brian Pearson, PLS MN License No. 49138 Date 06/27/24													DESIGNED BY: SWM DRAWN BY: SWM CHECKED BY: BP BOOK: PAGE: SCALE: 1"=100' DATE: 06/27/24 FILE NO.: P-5049.01													REVISION Revise per City Comments DATE: 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of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
County, Minnesota, described as follows:

PROPERTY DESCRIPTION: (12.00 Acres) - PARCEL B
75-00101-3105) - PER DOC. NO. 669228

of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
County, Minnesota, described as follows:

at a point on the South line of said North half of the Southwest Quarter distant 1222.09 feet East of the Southwest corner thereof; thence South 89 degrees 07 minutes 51 seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North 57 minutes 01 seconds East, a distance of 289.86 feet; thence North 22 degrees 34 minutes East, a distance of 200.81 feet; thence North 89 degrees 07 minutes 29 seconds East, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet; thence North 89 degrees 00 minutes 52 seconds West, a distance of 217.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the beginning.

DESCRIPTION OF PROPERTY TO BE TRANSFERRED FROM
PID NO. 75-00101-3101 TO PID NO. 75-00101-3105);
(13.65 Acres)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

commencing at a point on the South line of said North Half of the Southwest Quarter distant 854.24 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said South line, a distance of 273.88 feet to a point to be hereafter referred to as "Point A"; thence from said center of said North Half of the Southwest Quarter along said South line, a distance of 580.36 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds West, along the West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the center of said North Half of the Southwest Quarter; thence the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 1.77 feet to a point to be hereafter referred to as "Line B"; thence from said point hereafter referred to as "Line B", which bears North 02 degrees 30 minutes 35 seconds East from said above described "Point A", said point of intersection being the point of beginning of the land to be described; thence continue North 89 degrees 04 minutes 13 seconds East, a distance of 8.80 feet; thence North 82 degrees 48 minutes 02 seconds East, a distance of 1.77 feet to a point to be hereafter referred to as "Point C"; thence from said point to be hereafter referred to as "Point C", North 83 degrees 32 minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave to the north, radius of 250.00 feet, an angle of 116.94 degrees, a distance of 116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69 degrees 06 minutes 10 seconds East, a distance of 431.84 feet; thence North 57 degrees 41 minutes 14 seconds East, a distance of 116.94 feet; thence North 82 degrees 48 minutes 02 seconds East, a distance of 288.06 feet; thence South 87 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 294.13 feet to a point 22 degrees 34 minutes 06 seconds West, a distance of 552.82 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds East, a distance of 318.94 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of commencement; thence North 89 degrees 07 minutes 51 seconds West, along said South line, a distance of 273.88 feet to said above described "Point A"; thence from said "Point A", a distance of 437.58 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of said North Half of the Southwest Quarter, and which lies West of the above described "Line B" and its extensions.

REVISED PROPERTY DESCRIPTION: (5.88 Acres)
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

Beginning at point on the South line of said North Half of the Southwest Quarter distant 580.36 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said North line, a distance of 580.36 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 35 seconds West, along the West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 35 seconds East, a distance of 66.00 feet; South 89 degrees 07 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 75.57 feet to the intersection with a line to be hereafter referred to as "Line B" which bears North 02 degrees 30 minutes 35 seconds East from the point of intersection of the South line of said North Half of the Southwest Quarter with the West line of said North Half of the Southwest Quarter, along said above described "Line B", a distance of 437.58 feet to the point of beginning.

EXCEPT

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of said North Half of the Southwest Quarter, and which lies West of the above described "Line B" and its extensions.

REMOVED PROPERTY DESCRIPTION: (25.65 Acres) - PARCEL B

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

commencing at a point on the South line of said North Half of the Southwest Quarter distant 2076.33 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51 seconds West, assumed bearing, along said South line, a distance of 1495.97 feet to a point to be hereafter referred to as "Point A"; thence continue North 89 degrees 07 minutes 51 seconds West, along said South line, a distance of 580.36 feet to the Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds East, along the North line of said North Half of the Southwest Quarter, a distance of 294.36 feet to the centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 89 degrees 04 minutes 13 seconds East, a distance of 75.57 feet to the intersection with a line to be hereafter referred to as "Line B"; thence continue North 02 degrees 02 minutes 52 seconds East from said above described "Point A", said point of intersection being the point of beginning of the line to be described; thence continue North 89 degrees 04 minutes 13 seconds East, a distance of 8.80 feet; thence North 82 degrees 03 minutes 17 seconds East, a distance of 153.60 feet; thence North 83 degrees 32 minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence westerly along a longer curve, concave to the north, radius of 100.00 feet, central angle 26 degrees 48 minutes 32 seconds, distance of 118.94 feet; thence North 82 degrees 51 minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69 degrees 06 minutes 10 seconds East, a distance of 431.84 feet; thence North 57 degrees 41 minutes 14 seconds East, a distance of 203.80 feet; thence North 59 degrees 37 minutes 16 seconds East, a distance of 288.00 feet; thence North 87 degrees 07 minutes 51 seconds East, a distance of 294.36 feet to the centerline of said drainage ditch terminating thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of 753.63 feet; thence South 20 degrees 57 minutes 01 seconds West a distance of 289.86 feet to the point of commencement; thence North 89 degrees 07 minutes 51 seconds West, along said South line, a distance of 1495.97 feet, along said above described "Point A"; thence North 02 degrees 30 minutes 35 seconds East, along said above described "Line D", a distance of 437.50 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of said North Half of the Southwest Quarter, and which lies West of the above described "Line B" and its extensions.

PROPOSED REVISD INGRES:
DESCRIPTION:

A permanent ingress and egress
across the South 30.00 feet of
Half of the Southwest Quarter
Sherburne County, Minnesota.

DESCRIPTION OF DRAINAGE
VACATED:

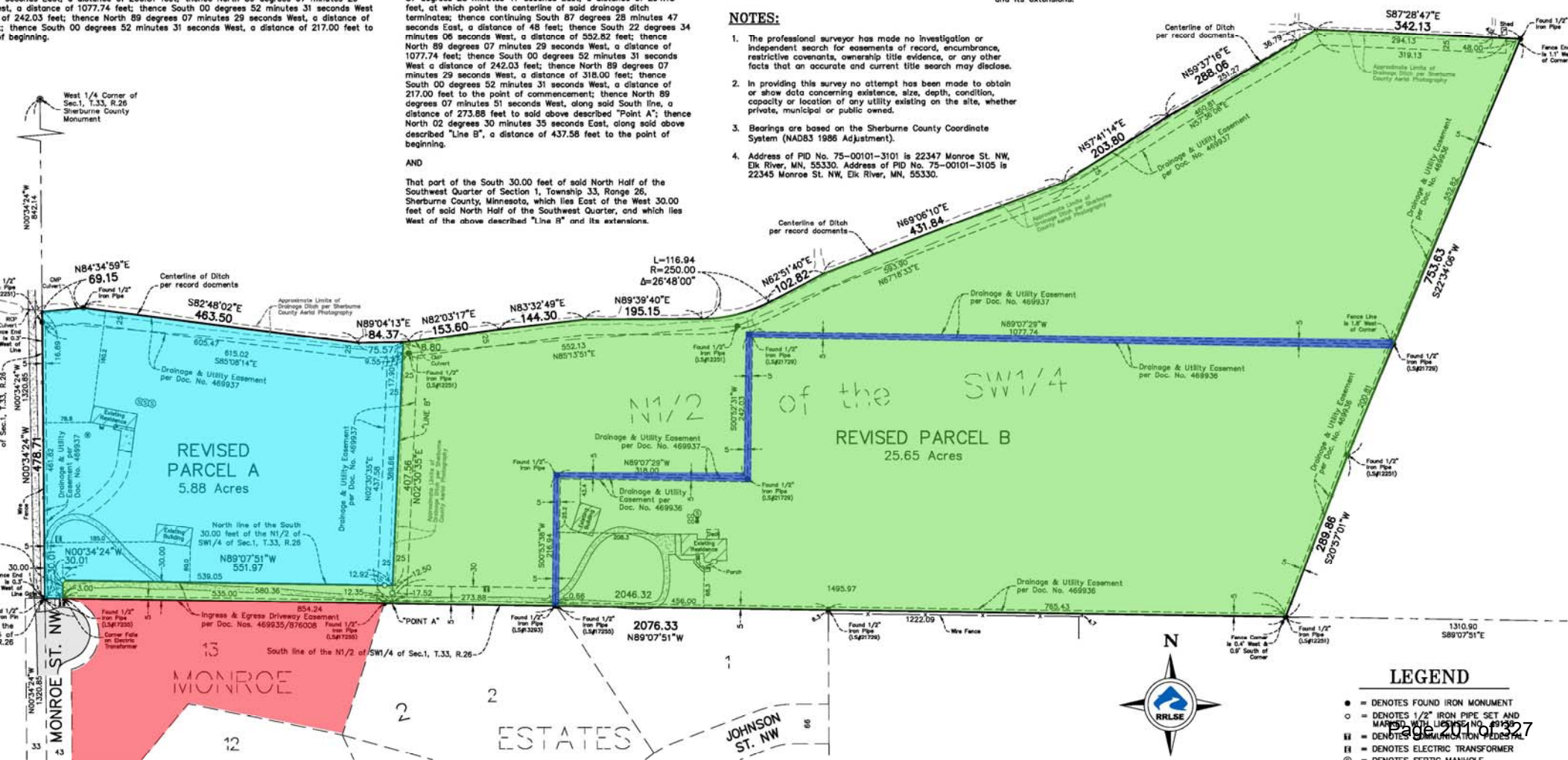
A strip of land 10.00 feet in Southwest Quarter of Section County, Minnesota, the center described as follows:

Commencing at a point on the Southwest Quarter distant 854 feet therefrom; thence South 89 degrees assumed bearing, along said line, thence North 20 degrees 57 minutes 28.96 seconds East, North 22 degrees 20 minutes 20.81 seconds East, to be described; thence North 22 degrees 20 minutes 20.81 seconds West, a distance of 1077.74 feet; thence 31 seconds West a distance of 1077.74 feet; thence 07 minutes 29 seconds North, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 21.70 seconds East, a distance of 217.00 feet to said above described centerline there terminations.

The sidelines of said 10.00 foot lot are shortened to terminate on a line 10.00 feet West of a line which bears 100 degrees 30 minutes East and passes through the North line of the South 5.00 foot lot in the Southwest Quarter.

NOTES:

1. The professional surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
2. In providing this survey no attempt has been made to obtain or show data concerning existence, size, depth, condition, location or location of any existing on the site, whether private, municipal or public owned.
3. Bearings are based on the Sherburne County Coordinate System (NAD83 1986 Adjustment).
4. Address of PID No. 75-00101-3101 is 22347 Monroe St NW, Elk River, MN, 55332 Address of PID No. 75-00101-3105 is 22345 Monroe St NW, Elk River, MN, 55332





City of Elk River City Council

Resolution 24-48

A Resolution of the City Council of the City of Elk River Granting a Petition by Shari Rickers (EV 24-03) 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 on the attached Exhibit "A" ("Easement"); and

WHEREAS, a public hearing on said petition was held on August 19, 2024, before the City Council of the City of Elk River after published and posted notice had been given, and all persons interested were given an opportunity to be heard at the public hearing; and

WHEREAS, vacation of the Easement is appropriate as the area protected by the drainage and utility easement will no longer serve a public purpose after the requested boundary line adjustment has been recorded with Sherburne County, Case No. P 24-07.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows:

1. The above recitals are incorporated as if fully set forth herein.
2. The petition to vacate the drainage and utility easement, as described in Exhibit A, is hereby granted.
3. The City Clerk is directed to file a certified copy of this Resolution with the Sherburne County Recorder. Vacation of the drainage and utility easement described in Exhibit A shall be effective at the time of recording.

Passed and adopted this 19th day of August 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A

That part of the drainage and utility easement granted per Document No. 469936 and Document No. 469937, described as follows:

A strip of land 10.00 feet in width over the North Half of the Southwest Quarter of Section 1, Township 33, Range 26, Sherburne County, Minnesota, the centerline of said 10.00 foot wide strip is described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant 854.24 feet east of the Southwest corner thereof; thence South 89 degrees 07 minutes 51 seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North 20 degrees 57 minutes 01 seconds East, a distance of 289.86 feet; thence North 22 degrees 34 minutes 06 seconds East, a distance of 200.81 feet to the point of beginning of the centerline to be described; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to said above described point of commencement and said centerline there terminating.

The sidelines of said 10.00 foot wide strip are to be prolonged or shortened to terminate on a line drawn parallel with and distant 5.00 feet West of a line which bears North 22 degrees 34 minutes 06 seconds East and passes through the point of beginning, and the North line of the South 5.00 feet of said North Half of the Southwest Quarter.



Shari Rickers Easement Vacation



Background

- Vacate drainage and utility easements no longer needed after lot line adjustments.
- Lot line adjustments do not require Council approval.
- Subject easements no longer required

ING PROPERTY DESCRIPTION: (19.53 Acres) - PARCEL A
NO. 75-00101-3101) - PER DOC. NO. 876008

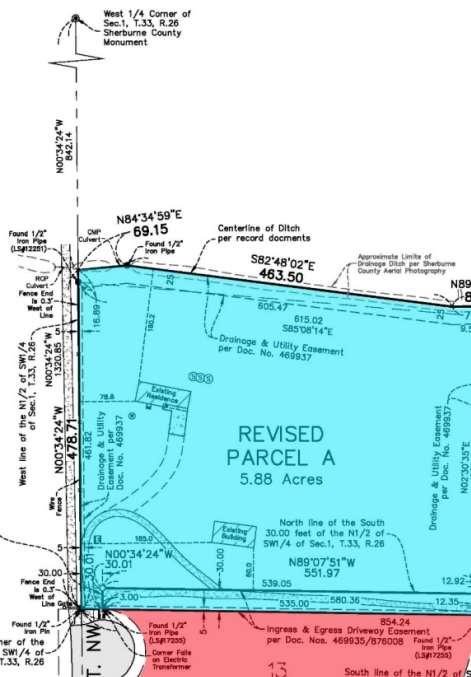
part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant
4 feet east of the Southwest corner thereof; thence North 89 degrees 07 minutes 51
seconds West, assumed bearing, along said South line, a distance of 854.24 feet to the
Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34
minutes 24 seconds East, along the West line of said North Half of the Southwest Quarter, a
distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said
drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15
feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence
South 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet; thence North 82
degrees 03 minutes 17 seconds East, a distance of 153.80 feet; thence North 83 degrees 32
minutes 48 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40
seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave
north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a
distance of 102.82 feet; thence North 69 degrees 06 minutes 10 seconds East, a distance of
4 feet; thence North 57 degrees 41 minutes 14 seconds East, a distance of 203.80 feet;
thence North 59 degrees 37 minutes 16 seconds East, a distance of 288.06 feet; thence South
89 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline
of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds
East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of
2.82 feet; thence North 89 degrees 07 minutes 51 seconds West, a distance of 1077.74
feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 242.03 feet; thence
North 89 degrees 07 minutes 28 seconds West, a distance of 318.00 feet; thence South 00
degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of beginning.

ING PROPERTY DESCRIPTION: (12.00 Acres) - PARCEL B
NO. 75-00101-3105) - PER DOC. NO. 659228

part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant
4 feet east of the Southwest corner thereof; thence South 89 degrees 07 minutes 51
seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North
89 degrees 57 minutes 01 seconds East, a distance of 289.86 feet; thence North 22 degrees 34
minutes 06 seconds East, a distance of 200.81 feet; thence North 89 degrees 07 minutes 28
seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West
a distance of 242.03 feet; thence North 89 degrees 07 minutes 28 seconds West, a distance of
318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to
the point of beginning.



DESCRIPTION OF PROPERTY TO BE TRANSFERRED FROM
PID NO. 75-00101-3101 TO PID NO. 75-00101-3105):
(13.65 Acres)

That part of the North Half of the Southwest Quarter of Section
1, Township 33, Range 26, Sherburne County, Minnesota, described
as follows:

Commencing at a point on the South line of said North Half of
the Southwest Quarter distant 854.24 feet East of the Southwest
corner thereof; thence North 89 degrees 07 minutes 51 seconds
West, assumed bearing, along said South line, a distance of
854.24 feet to a point to be hereafter referred to as "Point A";
thence continue North 89 degrees 07 minutes 51 seconds West,
along said South line, a distance of 580.36 feet to the Southwest
corner of said North Half of the Southwest Quarter; thence North
0 degrees 34 minutes 24 seconds East, along the West line of
said North Half of the Southwest Quarter, a distance of 478.71
feet to the centerline of a drainage ditch; thence along the
centerline of said drainage ditch as follows: North 84 degrees 34
minutes 59 seconds East, a distance of 69.15 feet; thence South
82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet;
thence South 89 degrees 04 minutes 13 seconds East, a distance of
84.37 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02 degrees
30 minutes 35 seconds East from said above described "Point A",
said point of intersection being the point of beginning of the land
to be described; thence continue North 89 degrees 04 minutes 13
seconds East, a distance of 8.80 feet; thence North 82 degrees
03 minutes 17 seconds East, a distance of 153.80 feet; thence
North 83 degrees 32 minutes 48 seconds East, a distance of
144.30 feet; thence North 89 degrees 39 minutes 40 seconds East,
a distance of 195.15 feet; thence northeasterly along a
tangential curve, concave to the north, radius of 250.00 feet,
central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds East,
tangent to said curve, a distance of 102.82 feet; thence North
69 degrees 06 minutes 10 seconds East, a distance of 4 feet;
thence North 57 degrees 41 minutes 14 seconds East, a distance
of 203.80 feet; thence North 59 degrees 37 minutes 16 seconds
East, a distance of 288.06 feet; thence South 89 degrees 28
minutes 47 seconds East, a distance of 294.13 feet, at which point
the centerline of said drainage ditch terminates; thence continuing
South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet;
thence South 22 degrees 34 minutes 06 seconds West, a distance of
2.82 feet; thence North 89 degrees 07 minutes 51 seconds West,
a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31
seconds West, a distance of 242.03 feet; thence North 89 degrees
07 minutes 28 seconds West, a distance of 318.00 feet; thence
South 00 degrees 52 minutes 31 seconds West, a distance of 217.00
feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the
Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, which lies East of the West 30.00
feet of said North Half of the Southwest Quarter, and which lies
West of the above described "Line B" and its extensions.

REVISED PROPERTY DESCRIPTION: (5.88 Acres)
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of
Section 1, Township 33, Range 26, Sherburne County,
Minnesota, described as follows:

Beginning at a point on the South line of said North
Half of the Southwest Quarter distant 580.36 feet East
of the Southwest corner thereof; thence North 89
degrees 07 minutes 51 seconds West, assumed bearing,
along said South line, a distance of 580.36 feet to the
Southwest corner of said North Half of the Southwest
Quarter; thence North 0 degrees 34 minutes 24
seconds East, along the West line of said North Half of
the Southwest Quarter, a distance of 478.71 feet to the
centerline of a drainage ditch; thence along the
centerline of said drainage ditch as follows: North 84
degrees 34 minutes 59 seconds East, a distance of
69.15 feet; thence South 82 degrees 48 minutes 02
seconds East, a distance of 463.50 feet; thence South
89 degrees 04 minutes 13 seconds East, a distance of
84.37 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02
degrees 30 minutes 35 seconds East from the point of
beginning; thence South 02 degrees 30 minutes 35
seconds East, along said above described "Line B", a
distance of 437.58 feet to the point of beginning.

EXCEPT

That part of the South 30.00 feet of said North Half
of the Southwest Quarter of Section 1, Township 33,
Range 26, Sherburne County, Minnesota, which lies East
of the West 30.00 feet of said North Half of the
Southwest Quarter, and which lies West of the above
described "Line B" and its extensions.

NOTES:

- The professional surveyor has made no investigation or
independent search for easements of record, encumbrance,
restrictive covenants, ownership title evidence, or any other
facts that an accurate and current title search may disclose.
- In providing this survey no attempt has been made to obtain
or show data concerning existence, size, depth, condition,
capacity or location of any utility existing on the site, whether
private, municipal or public owned.
- Bearings are based on the Sherburne County Coordinate
System (NAD83 1986 Adjustment).
- Address of PID No. 75-00101-3101 is 22347 Monroe St. NW,
Elk River, MN, 55330. Address of PID No. 75-00101-3105 is
22345 Monroe St. NW, Elk River, MN, 55330.

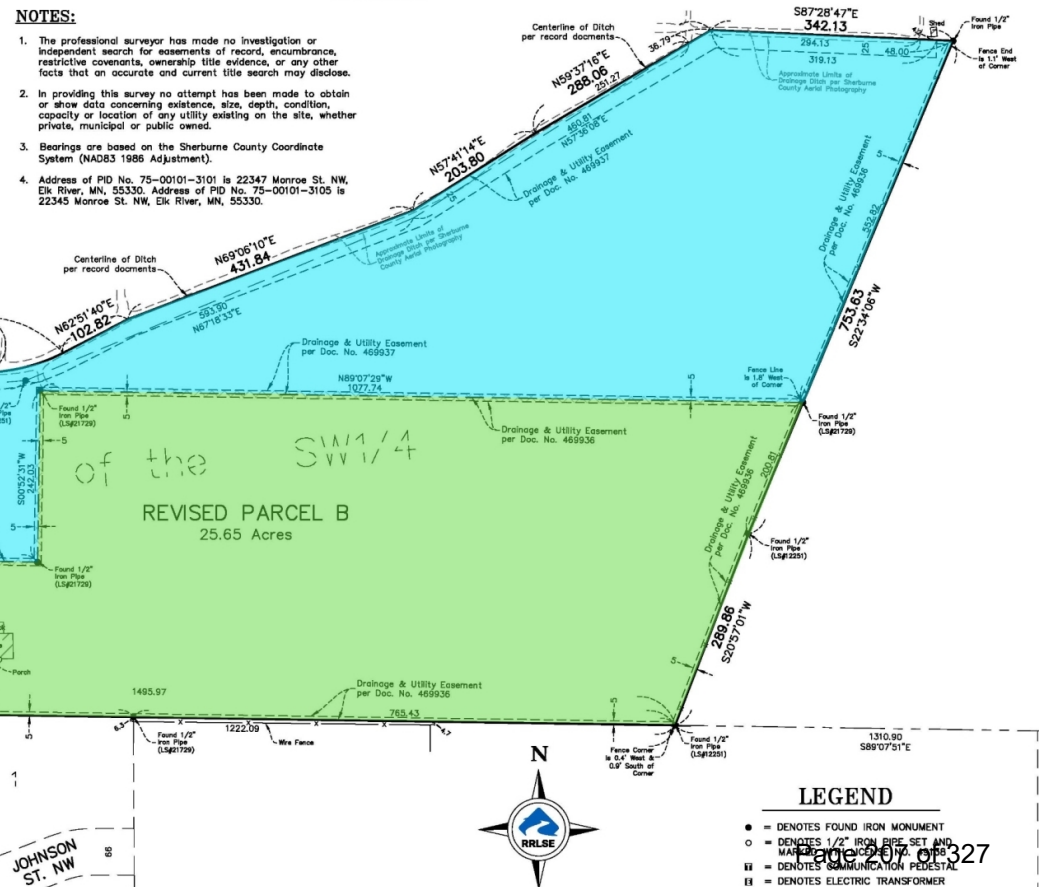
REVISED PROPERTY DESCRIPTION: (25.65 Acres) - PARCEL B
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant
2076.33 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51
seconds West, assumed bearing, along said South line, a distance of 1495.97 feet to a point to
be hereafter referred to as "Point A"; thence continue North 89 degrees 07 minutes 51 seconds
West, along said South line, a distance of 580.36 feet to the Southwest corner of said North
Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds East, along the
West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the
centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows:
North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82
degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence South 89 degrees 04
minutes 13 seconds East, a distance of 84.37 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02 degrees 30 minutes 35 seconds East
from said above described "Point A", said point of intersection being the point of beginning of
the land to be described; thence continue North 89 degrees 04 minutes 13 seconds East, a
distance of 8.80 feet; thence North 82 degrees 03 minutes 17 seconds East, a distance of
153.80 feet; thence North 83 degrees 32 minutes 48 seconds East, a distance of 144.30 feet;
thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence
northeasterly along a tangential curve, concave to the north, radius of 250.00 feet, central angle
26 degrees 48 minutes 00 seconds a distance of 116.94 feet; thence North 62 degrees 51
minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69
degrees 06 minutes 10 seconds East, a distance of 4 feet; thence North 57 degrees 41
minutes 14 seconds East, a distance of 203.80 feet; thence North 59 degrees 37 minutes 16
seconds East, a distance of 288.06 feet; thence South 89 degrees 28 minutes 47 seconds East,
a distance of 294.13 feet, at which point the centerline of said drainage ditch terminates;
thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet; thence
South 22 degrees 34 minutes 06 seconds West, a distance of 2.82 feet; thence North 89
degrees 07 minutes 51 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52
minutes 31 seconds West, a distance of 242.03 feet; thence North 89 degrees 07 minutes 28
seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West,
a distance of 217.00 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1,
Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of
said North Half of the Southwest Quarter, and which lies West of the above described "Line B"
and its extensions.



LEGEND

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2" IRON PIPE SET AND
MAINTAINED BY THE SURVEYOR
- ⊕ = DENOTES COMMUNICATION PESTAL
- ⊖ = DENOTES ELECTRIC TRANSFORMER

ING PROPERTY DESCRIPTION: (19.53 Acres) - PARCEL A
NO. 75-00101-3101) - PER DOC. NO. 876008

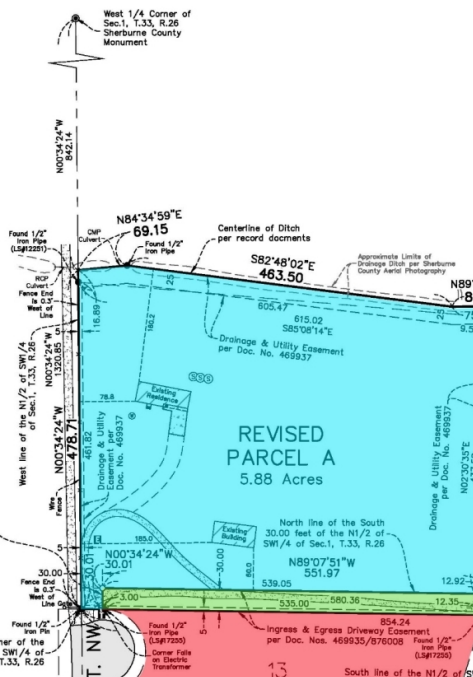
part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
urne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant
4 feet east of the Southwest corner thereof; thence North 89 degrees 07 minutes 51
seconds East, assumed bearing, along said South line, a distance of 854.24 feet to the
Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34
minutes 24 seconds East, along the West line of said North Half of the Southwest Quarter, a
distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said
drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15
feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence
South 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet; thence North 82
degrees 03 minutes 17 seconds East, a distance of 153.60 feet; thence North 83 degrees 32
minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40
seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave
north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a
distance of 102.82 feet; thence North 69 degrees 08 minutes 10 seconds East, a distance of
4 feet; thence North 37 degrees 41 minutes 14 seconds East, a distance of 203.80 feet;
thence North 59 degrees 37 minutes 16 seconds East, a distance of 288.06 feet; thence South
89 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline
of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds
East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of
2.82 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74
feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 242.03 feet; thence
North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00
degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of beginning.

ING PROPERTY DESCRIPTION: (12.00 Acres) - PARCEL B
NO. 75-00101-3105) - PER DOC. NO. 659228

part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
urne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant
4 feet east of the Southwest corner thereof; thence South 89 degrees 07 minutes 51
seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North
89 degrees 07 minutes 51 seconds East, a distance of 289.86 feet; thence North 22 degrees 34
minutes 06 seconds East, a distance of 200.81 feet; thence North 89 degrees 07 minutes 29
seconds East, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West
a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of
318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to
the point of beginning.



DESCRIPTION OF PROPERTY TO BE TRANSFERRED FROM
PID NO. 75-00101-3101 TO PID NO. 75-00101-3105):
(13.65 Acres)

That part of the North Half of the Southwest Quarter of Section
1, Township 33, Range 26, Sherburne County, Minnesota, described
as follows:

Commencing at a point on the South line of said North Half of
the Southwest Quarter distant 854.24 feet East of the Southwest
corner thereof; thence North 89 degrees 07 minutes 51 seconds
East, assumed bearing, along said South line, a distance of
854.24 feet to a point to be hereafter referred to as "Point A";
thence continue North 89 degrees 07 minutes 51 seconds East,
along said South line, a distance of 580.36 feet to the Southwest
corner of said North Half of the Southwest Quarter; thence North
0 degrees 34 minutes 24 seconds East, along the West line of
said North Half of the Southwest Quarter, a distance of 478.71
feet to the centerline of a drainage ditch; thence along the
centerline of said drainage ditch as follows: North 84 degrees 34
minutes 59 seconds East, a distance of 69.15 feet; thence South
82 degrees 48 minutes 02 seconds East, a distance of 463.50
feet; thence North 83 degrees 32 minutes 49 seconds East, a distance
of 144.30 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02 degrees
30 minutes 35 seconds East from said above described "Point A",
said point of intersection being the point of beginning of the land
to be described; thence continue North 89 degrees 04 minutes 13
seconds East, a distance of 8.80 feet; thence North 82 degrees
03 minutes 17 seconds East, a distance of 153.60 feet; thence
North 83 degrees 32 minutes 49 seconds East, a distance of
144.30 feet; thence North 89 degrees 39 minutes 40 seconds East,
a distance of 195.15 feet; thence northeasterly along a
tangential curve, concave to the north, radius of 250.00 feet,
central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds
East, tangent to said curve, a distance of 102.82 feet; thence
North 69 degrees 08 minutes 10 seconds East, a distance of
4.3184 feet; thence North 57 degrees 41 minutes 14 seconds
East, a distance of 203.80 feet; thence North 59 degrees 37
minutes 16 seconds East, a distance of 288.06 feet; thence South
87 degrees 28 minutes 47 seconds East, a distance of 294.13
feet, at which point the centerline of said drainage ditch
terminates; thence continuing South 87 degrees 28 minutes 47
seconds East, a distance of 48 feet; thence South 22 degrees 34
minutes 06 seconds West, a distance of 2.82 feet; thence North
89 degrees 07 minutes 29 seconds West, a distance of 1077.74
feet; thence South 00 degrees 52 minutes 31 seconds West, a distance
of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds
West, a distance of 318.00 feet; thence South 00 degrees 52
minutes 31 seconds West, a distance of 217.00 feet to the point
of beginning.

AND

That part of the South 30.00 feet of said North Half of the
Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, which lies East of the West 30.00
feet of said North Half of the Southwest Quarter, and which lies
West of the above described "Line B" and its extensions.

REVISED PROPERTY DESCRIPTION: (5.88 Acres)
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of
Section 1, Township 33, Range 26, Sherburne County,
Minnesota, described as follows:

Beginning at a point on the South line of said North
Half of the Southwest Quarter distant 580.36 feet East of
the Southwest corner thereof; thence North 89
degrees 07 minutes 51 seconds East, assumed bearing,
along said South line, a distance of 580.36 feet to the
Southwest corner of said North Half of the Southwest
Quarter; thence North 0 degrees 34 minutes 24
seconds East, along the West line of said North Half of
the Southwest Quarter, a distance of 478.71 feet to the
centerline of a drainage ditch; thence along the
centerline of said drainage ditch as follows: North 84
degrees 34 minutes 59 seconds East, a distance of
69.15 feet; thence South 82 degrees 48 minutes 02
seconds East, a distance of 463.50 feet; thence North
83 degrees 32 minutes 49 seconds East, a distance of
144.30 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02
degrees 30 minutes 35 seconds East from the point of
beginning; thence South 02 degrees 30 minutes 35
seconds East, along said above described "Line B", a
distance of 437.58 feet to the point of beginning.

EXCEPT

That part of the South 30.00 feet of said North Half of
the Southwest Quarter of Section 1, Township 33,
Range 26, Sherburne County, Minnesota, which lies East
of the West 30.00 feet of said North Half of the
Southwest Quarter, and which lies West of the above
described "Line B" and its extensions.

NOTES:

1. The professional surveyor has made no investigation or
independent search for easements of record, encumbrances,
restrictive covenants, ownership title evidence, or any other
facts that an accurate and current title search may disclose.
2. In providing this survey no attempt has been made to obtain
or show data concerning existence, state, depth, condition,
capacity or location of any utility existing on the site, whether
private, municipal or public owned.
3. Bearings are based on the Sherburne County Coordinate
System (NAD83 1986 Adjustment).
4. Address of PID No. 75-00101-3101 is 22347 Monroe St. NW,
Elk River, MN, 55330. Address of PID No. 75-00101-3105 is
22345 Monroe St. NW, Elk River, MN, 55330.

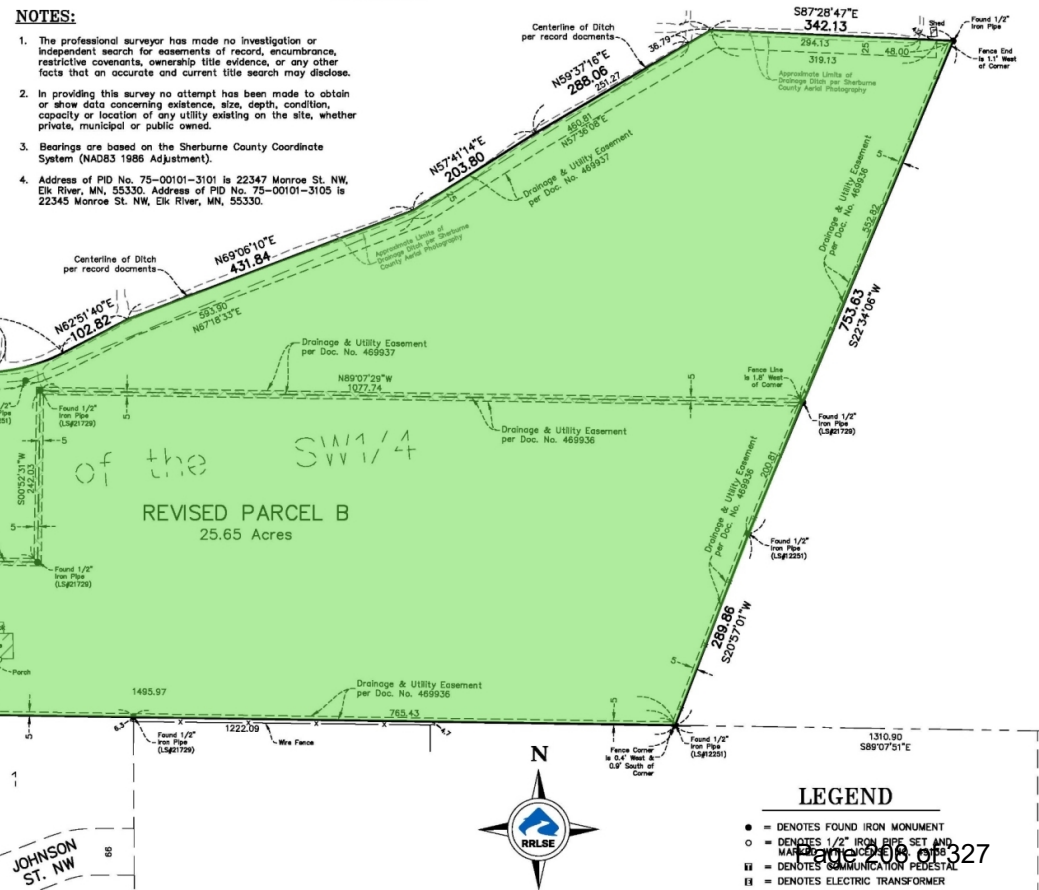
REVISED PROPERTY DESCRIPTION: (25.65 Acres) - PARCEL B
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant
2076.33 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51
seconds East, assumed bearing, along said South line, a distance of 1495.97 feet to a point to
be hereafter referred to as "Point A"; thence continue North 89 degrees 07 minutes 51 seconds
East, along said South line, a distance of 580.36 feet to the Southwest corner of said North
Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds East, along the
West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the
centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows:
North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82
degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence North 83 degrees 32
minutes 49 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40
seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave
to the north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a distance
of 102.82 feet; thence North 69 degrees 08 minutes 10 seconds East, a distance of 4 feet;
thence North 37 degrees 41 minutes 14 seconds East, a distance of 203.80 feet; thence North
59 degrees 37 minutes 16 seconds East, a distance of 288.06 feet; thence South 87 degrees 28
minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline of said drainage
ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of
48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of 2.82 feet; thence
North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00
degrees 52 minutes 31 seconds West, a distance of 242.03 feet; thence North 89 degrees 07
minutes 29 seconds West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31
seconds West, a distance of 217.00 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1,
Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet
of said North Half of the Southwest Quarter, and which lies West of the above described "Line B"
and its extensions.



PROPOSED REVISED INGRESS & EGRESS
DESCRIPTION:

A permanent ingress and egress driveway
across the South 30.00 feet of the
Half of the Southwest Quarter of S
Sherburne County, Minnesota.

DESCRIPTION OF DRAINAGE & UT
VACATED:

That part of the drainage and utility
No. 469936 and Document No. 4699

A strip of land 10.00 feet in width
Southwest Quarter of Section 1, To
County, Minnesota, the centerline of
described as follows:

Commencing at a point on the South
Southwest Quarter distant 854.24 f
thereof; thence North 89 degrees 07
assumed bearing, along said South
thence North 89 degrees 07 minutes
289.86 feet; thence North 22 deg
a distance of 200.81 feet to the p
to be described; thence North 89
West, a distance of 1077.74 feet;
minutes 31 seconds West a distanc
degrees 07 minutes 29 seconds W
thence South 00 degrees 52 minut
217.00 feet to said above describ
said centerline there terminating.

The sidelines of said 10.00 foot
shortened to terminate on a line d
feet West of a line which bears N
seconds East and passes through t
North line of the South 5.00 feet
Southwest Quarter.

LEGEND

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2" IRON PIPE SET AND
MADE BY THE SURVEYOR
- II = DENOTES COMMUNICATION PEDestal
- II = DENOTES ELECTRIC TRANSFORMER

ING PROPERTY DESCRIPTION: (19.53 Acres) - PARCEL A
NO. 75-00101-3101) - PER DOC. NO. 876008

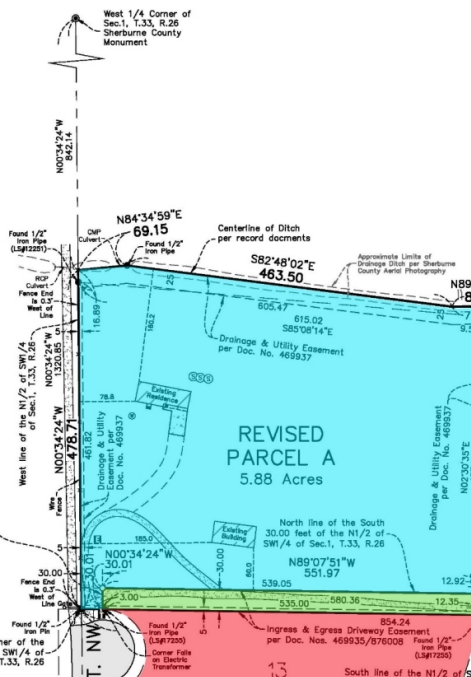
part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant
4 feet east of the Southwest corner thereof; thence North 89 degrees 07 minutes 51
seconds West, assumed bearing, along said South line, a distance of 854.24 feet to the
Southwest corner of said North Half of the Southwest Quarter; thence North 0 degrees 34
minutes 24 seconds East, along the West line of said North Half of the Southwest Quarter, a
distance of 478.71 feet to the centerline of a drainage ditch; thence along the centerline of said
drainage ditch as follows: North 84 degrees 34 minutes 59 seconds East, a distance of 69.15
feet; thence South 82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence
South 89 degrees 04 minutes 13 seconds East, a distance of 84.37 feet; thence North 82
degrees 03 minutes 17 seconds East, a distance of 153.80 feet; thence North 83 degrees 32
minutes 48 seconds East, a distance of 144.30 feet; thence North 89 degrees 39 minutes 40
seconds East, a distance of 195.15 feet; thence northeasterly along a tangential curve, concave
north, radius of 250.00 feet, central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds East, tangent to said curve, a
distance of 102.82 feet; thence North 69 degrees 08 minutes 10 seconds East, a distance of
4 feet; thence North 37 degrees 41 minutes 14 seconds East, a distance of 203.80 feet;
thence North 59 degrees 37 minutes 16 seconds East, a distance of 288.06 feet; thence South
89 degrees 28 minutes 47 seconds East, a distance of 294.13 feet, at which point the centerline
of said drainage ditch terminates; thence continuing South 87 degrees 28 minutes 47 seconds
East, a distance of 48 feet; thence South 22 degrees 34 minutes 06 seconds West, a distance of
2.82 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of 1077.74
feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 242.03 feet; thence
North 89 degrees 07 minutes 29 seconds West, a distance of 318.00 feet; thence South 00
degrees 52 minutes 31 seconds West, a distance of 217.00 feet to the point of beginning.

ING PROPERTY DESCRIPTION: (12.00 Acres) - PARCEL B
NO. 75-00101-3105) - PER DOC. NO. 659228

part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Beginning at a point on the South line of said North Half of the Southwest Quarter distant
4 feet east of the Southwest corner thereof; thence South 89 degrees 07 minutes 51
seconds East, assumed bearing, along said South line, a distance of 1222.09 feet; thence North
89 degrees 07 minutes 51 seconds West, a distance of 288.06 feet; thence North 22 degrees 34
minutes 06 seconds East, a distance of 200.81 feet; thence North 89 degrees 07 minutes 29
seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West
a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds West, a distance of
318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a distance of 217.00 feet to
the point of beginning.



DESCRIPTION OF PROPERTY TO BE TRANSFERRED FROM
PID NO. 75-00101-3101 TO PID NO. 75-00101-3105):
(13.65 Acres)

That part of the North Half of the Southwest Quarter of Section
1, Township 33, Range 26, Sherburne County, Minnesota, described
as follows:

Commencing at a point on the South line of said North Half of
the Southwest Quarter distant 854.24 feet East of the Southwest
corner thereof; thence North 89 degrees 07 minutes 51 seconds
West, assumed bearing, along said South line, a distance of
854.24 feet to a point to be hereafter referred to as "Point A";
thence continue North 89 degrees 07 minutes 51 seconds West,
along said South line, a distance of 580.36 feet to the Southwest
corner of said North Half of the Southwest Quarter; thence North
0 degrees 34 minutes 24 seconds East, along the West line of
said North Half of the Southwest Quarter, a distance of 478.71
feet to the centerline of a drainage ditch; thence along the
centerline of said drainage ditch as follows: North 84 degrees 34
minutes 59 seconds East, a distance of 69.15 feet; thence South
82 degrees 48 minutes 02 seconds East, a distance of 463.50 feet;
thence South 89 degrees 04 minutes 13 seconds East, a distance of
84.37 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02 degrees
30 minutes 35 seconds East from said above described "Point A",
said point of intersection being the point of beginning of the land
to be described; thence continue North 89 degrees 04 minutes 13
seconds East, a distance of 8.80 feet; thence North 82 degrees
03 minutes 17 seconds East, a distance of 153.80 feet; thence
North 83 degrees 32 minutes 48 seconds East, a distance of
144.30 feet; thence North 89 degrees 39 minutes 40 seconds East,
a distance of 195.15 feet; thence northeasterly along a
tangential curve, concave to the north, radius of 250.00 feet,
central angle 26 degrees 48 minutes 00 seconds a distance of
116.94 feet; thence North 62 degrees 51 minutes 40 seconds East,
tangent to said curve, a distance of 102.82 feet; thence North
69 degrees 08 minutes 10 seconds East, a distance of 4 feet;
thence North 37 degrees 41 minutes 14 seconds East, a distance of
203.80 feet; thence North 59 degrees 37 minutes 16 seconds East,
a distance of 288.06 feet; thence South 89 degrees 28 minutes 47
seconds East, a distance of 294.13 feet, at which point the centerline
of said drainage ditch terminates; thence continuing South 87 degrees
28 minutes 47 seconds East, a distance of 48 feet; thence South
22 degrees 34 minutes 06 seconds West, a distance of 2.82 feet;
thence North 89 degrees 07 minutes 29 seconds West, a distance of
1077.74 feet; thence South 00 degrees 52 minutes 31 seconds West,
a distance of 242.03 feet; thence North 89 degrees 07 minutes 29
seconds West, a distance of 318.00 feet; thence South 00 degrees
52 minutes 31 seconds West, a distance of 217.00 feet to the point
of beginning.

AND

That part of the South 30.00 feet of said North Half of the
Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, which lies East of the West 30.00
feet of said North Half of the Southwest Quarter, and which lies
West of the above described "Line B" and its extensions.

REVISED PROPERTY DESCRIPTION: (5.88 Acres)
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of
Section 1, Township 33, Range 26, Sherburne County,
Minnesota, described as follows:

Beginning at a point on the South line of said North
Half of the Southwest Quarter distant 580.36 feet East of
the Southwest corner thereof; thence North 89
degrees 07 minutes 51 seconds West, assumed bearing,
along said South line, a distance of 580.36 feet to the
Southwest corner of said North Half of the Southwest
Quarter; thence North 0 degrees 34 minutes 24
seconds East, along the West line of said North Half of
the Southwest Quarter, a distance of 478.71 feet to the
centerline of a drainage ditch; thence along the
centerline of said drainage ditch as follows: North 84
degrees 34 minutes 59 seconds East, a distance of
69.15 feet; thence South 82 degrees 48 minutes 02
seconds East, a distance of 463.50 feet; thence South
89 degrees 04 minutes 13 seconds East, a distance of
84.37 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02
degrees 30 minutes 35 seconds East from the point of
beginning; thence South 02 degrees 30 minutes 35
seconds East, a distance of 288.06 feet; thence South 20
degrees 57 minutes 01 seconds West, a distance of 35
feet to the point of beginning.

EXCEPT

That part of the South 30.00 feet of said North Half
of the Southwest Quarter of Section 1, Township 33,
Range 26, Sherburne County, Minnesota, which lies East
of the West 30.00 feet of said North Half of the
Southwest Quarter, and which lies West of the above
described "Line B" and its extensions.

NOTES:

- The professional surveyor has made no investigation or
independent search for easements of record, encumbrance,
restrictive covenants, ownership title evidence, or any other
facts that an accurate and current title search may disclose.
- In providing this survey no attempt has been made to obtain
or show data concerning existence, state, depth, condition,
capacity or location of any utility existing on the site, whether
private, municipal or public owned.
- Bearings are based on the Sherburne County Coordinate
System (NAD83 1986 Adjustment).
- Address of PID No. 75-00101-3101 is 22347 Monroe St. NW,
Elk River, MN, 55330. Address of PID No. 75-00101-3105 is
22345 Monroe St. NW, Elk River, MN, 55330.

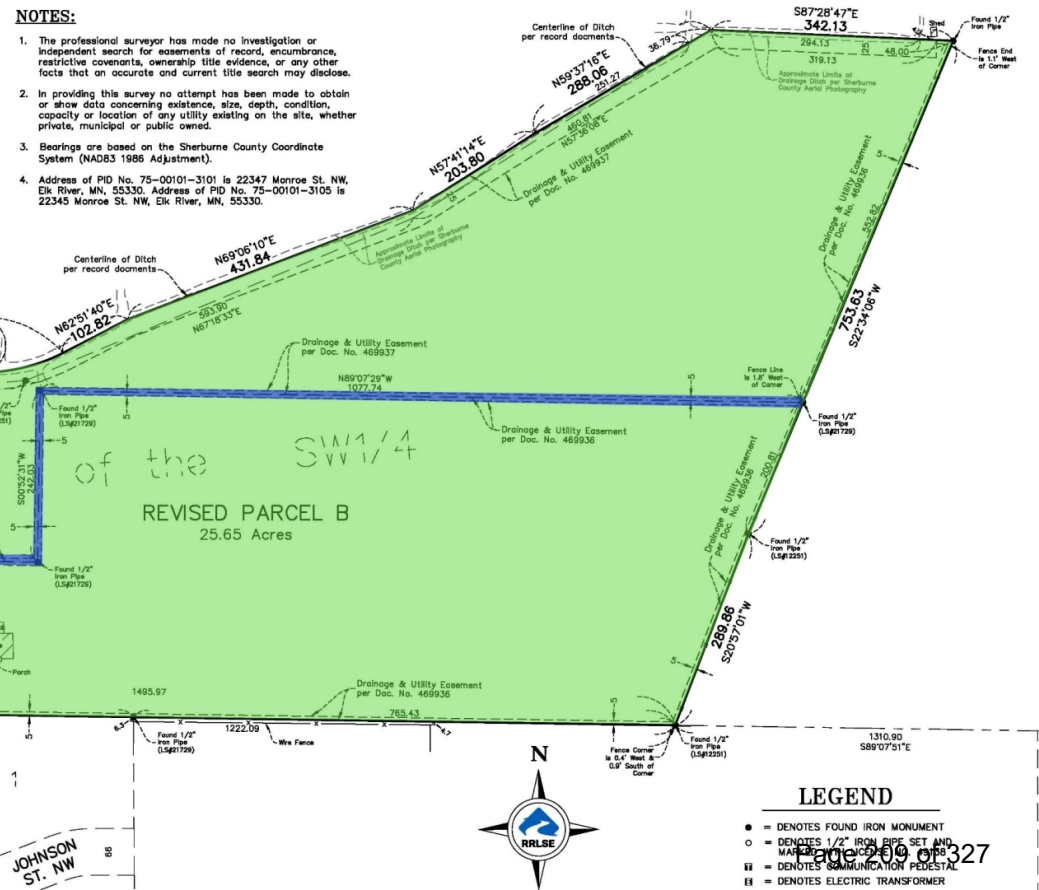
REVISED PROPERTY DESCRIPTION: (25.65 Acres) - PARCEL B
PARCEL A
(PID NO. 75-00101-3101)

That part of the North Half of the Southwest Quarter of Section 1, Township 33, Range 26,
Sherburne County, Minnesota, described as follows:

Commencing at a point on the South line of said North Half of the Southwest Quarter distant
2076.33 feet East of the Southwest corner thereof; thence North 89 degrees 07 minutes 51
seconds West, assumed bearing, along said South line, a distance of 1495.97 feet to a point to
be hereafter referred to as "Point A"; thence continue North 89 degrees 07 minutes 51 seconds
West, along said South line, a distance of 580.36 feet to the Southwest corner of said North
Half of the Southwest Quarter; thence North 0 degrees 34 minutes 24 seconds East, along the
West line of said North Half of the Southwest Quarter, a distance of 478.71 feet to the
centerline of a drainage ditch; thence along the centerline of said drainage ditch as follows:
North 84 degrees 34 minutes 59 seconds East, a distance of 69.15 feet; thence South 82
degrees 48 minutes 02 seconds East, a distance of 463.50 feet; thence South 89 degrees 04
minutes 13 seconds East, a distance of 84.37 feet to the intersection with a line to be
hereafter referred to as "Line B" which bears North 02 degrees 30 minutes 35 seconds East
from said above described "Point A", said point of intersection being the point of beginning of
the land to be described; thence continue North 89 degrees 04 minutes 13 seconds East, a
distance of 8.80 feet; thence North 82 degrees 03 minutes 17 seconds East, a distance of
153.80 feet; thence North 83 degrees 32 minutes 48 seconds East, a distance of 144.30 feet;
thence North 89 degrees 39 minutes 40 seconds East, a distance of 195.15 feet; thence
northeasterly along a tangential curve, concave to the north, radius of 250.00 feet, central angle
26 degrees 48 minutes 00 seconds a distance of 116.94 feet; thence North 62 degrees 51
minutes 40 seconds East, tangent to said curve, a distance of 102.82 feet; thence North 69
degrees 08 minutes 10 seconds East, a distance of 4 feet; thence North 37 degrees 41 minutes
14 seconds East, a distance of 203.80 feet; thence North 59 degrees 37 minutes 16 seconds
East, a distance of 288.06 feet; thence South 89 degrees 28 minutes 47 seconds East, a
distance of 294.13 feet, at which point the centerline of said drainage ditch terminates;
thence continuing South 87 degrees 28 minutes 47 seconds East, a distance of 48 feet; thence
South 22 degrees 34 minutes 06 seconds West, a distance of 2.82 feet; thence North 89 degrees
07 minutes 29 seconds West, a distance of 1077.74 feet; thence South 00 degrees 52 minutes
31 seconds West, a distance of 242.03 feet; thence North 89 degrees 07 minutes 29 seconds
West, a distance of 318.00 feet; thence South 00 degrees 52 minutes 31 seconds West, a
distance of 217.00 feet to the point of beginning.

AND

That part of the South 30.00 feet of said North Half of the Southwest Quarter of Section 1,
Township 33, Range 26, Sherburne County, Minnesota, which lies East of the West 30.00 feet of
said North Half of the Southwest Quarter, and which lies West of the above described "Line B"
and its extensions.



PROPOSED REVISED INGRESS &
EGRESS DESCRIPTION:

A permanent ingress and egress driveway
across the South 30.00 feet of the
Half of the Southwest Quarter of S
Sherburne County, Minnesota.

DESCRIPTION OF DRAINAGE & UT
VACATED:

That part of the drainage and utility
No. 469936 and Document No. 4699

A strip of land 10.00 feet in width
Southwest Quarter of Section 1, To
County, Minnesota, the centerline of
described as follows:

Commencing at a point on the South
Southwest Quarter distant 854.24 f
thereof; thence South 89 degrees 07
assumed bearing, along said South
thence North 89 degrees 07 minutes
288.86 feet; thence North 22 deg
a distance of 200.81 feet to the p
to be described; thence North 89
West, a distance of 1077.74 feet;
minutes 31 seconds West a distanc
degrees 07 minutes 29 seconds W
thence South 00 degrees 52 minut
217.00 feet to said above describ
said centerline there terminating.

The sidelines of said 10.00 foot
shortened to terminate on a line d
feet West of a line which bears N
seconds East and passes through t
North line of the South 5.00 feet
Southwest Quarter.

LEGEND

- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2" IRON PIPE SET AND
MADE BY THE SURVEYOR
- II = DENOTES COMMUNICATION PEDESTAL
- II = DENOTES ELECTRIC TRANSFORMER

Easement Vacation

- Subject easements no longer serve a public purpose after the requested lot line adjustment.
 - No existing or planned utilities along alignment.

Actions Requested

Adopt, by motion, a resolution vacating the drainage and utility easements outlined in the resolution and subject to the one (1) condition.



Request for Action

To
City Council

Item Number
8.1

Meeting Date
August 19, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Resolution 24-49 Amending Development
Assistance Agreement and Approving Subordination
Agreements - Heritage Millwork Project

Reviewed by
Cal Portner

Action Requested

Approve, by motion, Resolution 24-49 amending the Development Assistance Agreement (DAA) for the Heritage Millwork project and authorizing execution of subordination agreements with First Bank Elk River and Twin Cities-Metro Community Development Corporation (TCM).

Background/Discussion

Following the City Council's approval of the Heritage Millwork project, including the sale of land and approval of a tax increment financing (TIF) district and the execution and delivery of a Development Assistance Agreement (DAA), the city has been asked to subordinate its position to the primary lenders for the project. The city approved the sale of the property, valued at \$1,378,019, under an arrangement in which the city would be compensated for the full property value, plus five percent annual interest, through the tax increment generated from the TIF district once the project is constructed and supplemental shortfall payments from the project owners, if needed, over a nine-year schedule of TIF payments. In addition, the DAA provides that the shortfall payments are secured by a minimum assessment agreement, a mortgage, corporate guaranty, and the personal guaranties of certain owners of Heritage Millwork.

First Bank Elk River ("First Bank") is the lead lender on the project and TCM is participating through a federal small business loan program. They are collectively financing approximately \$18,000,000 of the project with a total budget in excess of \$20,000,000. It is relatively common in situations in which TIF is utilized for the TIF portion of the project to be subordinate to senior lenders. Both lenders have requested that the city subordinate its interests to the senior lenders.

Staff and counsel have reviewed the requests and have worked with both lenders on terms of the subordination agreements to strengthen the city's position in considering and accepting these agreements. The TCM request is regarding the property mortgage and is in line with past practice. It does not take effect until construction is complete. First Bank's request is a comprehensive subordination including the mortgage, security guarantees, minimum assessment agreement, reverter provision, shortfall payments, and DDA including the payment and construction requirements set forth therein. The city has included in the proposed Amended and Restated Development Assistance Agreement provisions that require pay-off of the city portion in the event of a sale of the company or refinancing of the senior loans that puts the city behind a larger loan,

The Elk River Vision

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



and a 2nd position mortgage of \$500,000 on another Heritage property during construction. The additional mortgage was provided as an attempt to bridge some of the construction risks that the city will face as a result of subordinating its position. The city has also included language in the proposed Subordination Agreement with First Bank that certain agreements remain in effect following any foreclosure of the project rather than terminate, and language that the minimum assessment agreement will only be subordinated during the construction phase of the project. While these added provisions do not completely eliminate the city's risk on the project, they strengthen the city's position in the unlikely event a significant hardship befalls the project. The city's financial advisor has also been consulted on this request.

Financial Impact

N/A

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Res 24-49 Authorizing Amendment to DDA for Heritage Millwork and Subordination Agreements
2. Subordination Agreement - TCM
3. Subordination Agreement - First Bank
4. Amended and Restated Development Agreement - Heritage Millwork



City of Elk River City Council

Resolution 24-49

A Resolution of the City Council of the City of Elk River Approving an Amended and Restated Development Assistance Agreement and Subordination Agreements related to the Heritage Millwork Project

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows:

Section 1. Recitals.

1.01. The City intends to convey certain property in the City (the “Development Property”) to Developer, a Minnesota limited liability company (the “Developer”), pursuant to a certain Purchase Agreement (the “Purchase Agreement”) for the purposes of constructing an approximately 110,000 square foot industrial warehouse facility (the “Project”) to be operated by Heritage Millwork, Inc., a Minnesota corporation (the “Company”). PLM Properties, LLC (“PLM”) has assigned its interest in the Purchase Agreement to Developer, pursuant to a certain Assignment of Purchase Agreement, by and between the Developer and Developer and consented to by the City. The City has previously approved a certain Development Assistance Agreement (the “Development Assistance Agreement”), by and among the City, PLM (the predecessor to the Developer) and the Company, pursuant to which the City has agreed to accept a purchase price note in the amount of \$1,378,020.60 as payment (the “Purchase Price Note”) for a portion of the purchase price for the Development Property. The Purchase Price Note will be paid pursuant to its terms and the terms of the Development Assistance Agreement by tax increments derived from the Development Property and the improvements thereon.

1.02. To finance the Project, Developer has received (i) construction loans from First Bank Elk River, a Minnesota state banking corporation (the “Bank”), in the estimated principal amount of \$17,554,000 (collectively, the “Bank Loan”), and (ii) a loan (the “SBA Loan” and, together with the Bank Loan, the “Bank Loans”) from Twin Cities-Metro Certified Development Company, a Minnesota nonprofit corporation (the “SBA Lender” and, together with the Bank, the “Lenders”), assigned to the U.S. Small Business Administration, in an amount not to exceed \$4,824,000, and the Lenders, and as a condition of giving Developer the Bank Loans, require that the City subordinate its rights under the Development Assistance Agreement and related documents pursuant to (i) a certain Debt Subordination Agreement by and between the City and the Bank (the “Bank Subordination Agreement”), a form of which is presented to the City Council, and (ii) a certain Subordination Agreement, made by the City for the benefit of the SBA Lender (the “SBA Subordination Agreement” and, together with the Bank Subordination Agreement, the



“Subordination Agreements”), a form of which is presented to the City Council.

1.03. The City, Developer and the Company wish to amend and restate the Development Assistance Agreement to update certain terms of the Agreement to provide additional security to the City and have presented a form of the Amended and Restated Development Assistance Agreement is presented to the City Council (the “Amended and Restated Agreement”).

Section 2. Development Documents Approved.

2.01. The City hereby approves the assignment of the Purchase Agreement to the Developer, the Subordination Agreements and the Amended and Restated Agreement substantially in accordance with the terms set forth in the forms presented to the City 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 Subordination Agreements and the Amended and Restated Agreement, including, but not limited to, the Purchase Price Note, the Assessment Agreement, the Personal Guaranty, the Corporate Guaranty and the Mortgages (all as defined in the Amended and Restated Agreement) (collectively, the “Development Documents”), and hereby authorizes City Administrator to negotiate the final term thereof and, in their discretion and at such time 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.

2.02. 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 City Administrator and the Mayor; 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. 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 City Council by any duly designated acting official, or by such other officer or officers of the City Council as, in the opinion of the City Attorney, may act in their behalf.

2.03. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.



Adopted on August 19, 2024, by the City Council of the City of Elk River,
Minnesota.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Subordination Agreement

This Agreement made this _____ day of _____ 2024, by the City of Elk River, Minnesota (“City”) for the benefit of Twin Cities-Metro Certified Development Company, a Minnesota Non-Profit Corporation (“TCM”).

City of Elk River, Minnesota is the Mortgagee and owner of a Mortgage given by Jade Elk Properties LLC, a Minnesota limited liability company, as Mortgagor, dated _____ filed _____ as Document No. _____ in the Office of the County Recorder of Sherburne County, Minnesota in the original principal amount of \$1,378,019.60 (“Mortgage No. 1”)

Mortgage No. 1 constitutes a lien against the real property (“the Real Property”) owned by Jade Elk Properties LLC and the Real Property is located in Sherburne County, and is legally described as follows:

See Attached Exhibit “A”

TCM has agreed to make a loan to Jade Elk Properties LLC in the amount of \$4,824,000.00 secured by a Mortgage (“Mortgage No. 2”) dated _____ filed _____, as Document No. _____ against the Real Property, provided that the City of Elk River, Minnesota will agree that the lien of Mortgage No. 2 shall be prior and superior to any right, title interest, claim or lien which the City of Elk River, Minnesota may have in or to the Real Property by virtue of Mortgage No. 1.

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Initiative Foundation agrees that the lien of Mortgage No. 2 shall be superior to any right, title, interest, claim or lien which the City of Elk River, Minnesota may have in or upon the Real Property by virtue of Mortgage No. 1.

City of Elk River, Minnesota

By: _____
Its: Mayor

By: _____
Its: City Clerk

STATE OF Minnesota)
) ss
COUNTY OF _____)

On this _____ day of _____, 2024, before me personally appeared _____, the Mayor of the City of Elk River, Minnesota known to be the person described as who executed the foregoing instrument; and acknowledged that he/she executed the same on behalf of the _____.

Notary Public

STATE OF Minnesota)
) ss
COUNTY OF _____)

On this _____ day of _____, 2024, before me personally appeared _____, the City Clerk of the City of Elk River, Minnesota known to be the person described as who executed the foregoing instrument; and acknowledged that he/she executed the same on behalf of the _____.

Notary Public

Drafted By:
Twin Cities-Metro Certified Development Company
3495 Vadnais Center Drive
Vadnais Heights, Minnesota 55110
651-481-8081

SUBORDINATION AGREEMENT
(Amended and Restated Development Assistance Agreement)

THIS SUBORDINATION AGREEMENT (Amended and Restated Development Assistance Agreement) (this “Agreement”) is made as of this ____ day of August, 2024, by the between and the CITY OF ELK RIVER, MINNESOTA, a statutory city organized and existing under the laws of the State of Minnesota (the “City”), in favor of FIRST BANK ELK RIVER, a Minnesota state banking corporation (together with its successors and assigns, “FBER”).

RECITALS

A. Pursuant to a certain Construction Loan Agreement dated of even date herewith by and among Jade Elk Properties LLC, a Minnesota limited liability company (“HoldCo”) and Heritage Millwork, Inc., a Minnesota corporation (“OpCo” and together with HoldCo, collectively, the “Borrowers”) and FBER, FBER has agreed to make construction loans available to Borrowers in the aggregate maximum principal amount of up to \$17,554,000.00 (collectively, the “FBER Loans”) to finance a portion of the costs of constructing and equipping an approximately 113,000 square foot industrial warehouse facility (the “Improvements”) on certain real property located in Elk River, Minnesota and legally described on Exhibit A attached hereto (the “Property”) (the Property and the Improvements are collectively, the “Project”). The FBER Loans are evidenced by (i) that certain Promissory Note No. 1 dated of even date herewith, executed and delivered by Borrowers and payable to the order of FBER in the original principal amount of \$12,730,000.00 (“FBER Note No. 1”), and by that certain Promissory Note No. 2 dated of even date herewith, executed and delivered by Borrowers and payable to the order of FBER in the original principal amount of \$4,824,000.00 (“FBER Note No. 2” and together with Note No. 1, collectively, the “FBER Notes”).

B. FBER Note No. 1 is secured by, among other things, a certain Mortgage, Security Agreement and Fixture Financing Statement dated of even date herewith, executed by HoldCo in favor of FBER, encumbering the Property (as such mortgage may be amended, modified or supplemented, “FBER Mortgage No. 1”).

C. FBER Note No. 2 is secured by, among other things, a certain Mortgage, Security Agreement and Fixture Financing Statement dated of even date herewith, executed by HoldCo in favor of FBER, encumbering the Property (as such mortgage may be amended, modified or

supplemented, “FBER Mortgage No. 2” and together with FBER Mortgage No. 1, collectively, the “FBER Mortgages”).

D. The FBER Notes are further secured, by among other things, that certain Security Agreement dated of even date herewith, executed by OpCo in favor of FBER (the “FBER Security Agreement”).

E. The Borrowers’ obligations under the FBER Notes are guaranteed by PLM Properties, LLC, a Minnesota limited liability company (“PLM”) pursuant to that certain Company Guaranty of even date herewith, executed by PLM in favor of FBER, and by Patrick Menth, an individual (“Patrick”), Linda Menth, an individual (“Linda”), David Menth, an individual (“David”), Joseph Menth (“Joseph”), and Anna Plude, an individual (“Anna”) pursuant to those certain Personal Guaranties of even date herewith executed by Patrick, Linda, David, Joseph, and Anna in favor of FBER (the “FBER Personal Guaranties” and together with the FBER Company Guaranty, collectively, the “FBER Guaranties”) (the FBER Loan Agreement, the FBER Notes, the FBER Mortgages, the FBER Guaranties, and any other document evidencing and/or securing the FBER Loans are hereafter the “FBER Loan Documents”).

F. The City and PLM are parties to that certain Development Assistance Agreement dated as of June 25, 2024 (the “Original Development Assistance Agreement”), with respect to the purchase and development of the Property, which Original Development Assistance Agreement has been amended and restated in its entirety by that certain Amended and Restated Development Assistance Agreement dated August __, 2024 by and between HoldCo, OpCo and the City (the “Development Assistance Agreement”).

G. To evidence HoldCo’s obligations under the Development Assistance Agreement, HoldCo executed that certain Purchase Price Note dated of even date herewith, payable to the order of the City in the original principal amount of \$1,378,019.60 (the “DAA Note”).

H. The DAA Note is secured by a certain Mortgage dated of even date herewith, executed by HoldCo in favor of the City, encumbering the Property (as such mortgage may be amended, modified or supplemented, the “DAA Mortgage”).

I. The DAA Note is guaranteed by OpCo pursuant to that certain Corporate Guaranty dated as of even date herewith, executed by OpCo in favor of the City (the “DAA Company Guaranty”) and by Patrick, David, Joseph and Anna pursuant to those certain Personal Guaranties dated as of even date herewith, executed by Patrick, David, Joseph and Anna in favor of the City (the “DAA Personal Guarantees,” and together with the DAA Company Guaranty, collectively, the “DAA Guaranties”) (the Development Assistance Agreement, the DAA Note, the DAA Mortgage and the DAA Guaranties, and any other document evidencing or securing the DAA Note are hereafter the “DAA Documents”).

J. Pursuant to that certain Quit Claim Deed dated as of August ____, 2024 (the “Deed”), (i) the City has conveyed to HoldCo the Property and (ii) the City has reserved a Right of Re-Entry For Breach of Condition Subsequent as set forth on Exhibit A attached to the Deed (the “Re-Entry Right”).

K. Pursuant to that certain Assessment Agreement dated _____, 202__ (the “Assessment Agreement”), the Borrowers have agreed to establish a minimum market value for the Project as of January 2, 2026 and lasting until 2035.

L. As a condition to making the FBER Loans available to the Borrowers, FBER requires that the City subordinate its rights under the DAA Documents, the Deed and the Assessment Agreement to the FBER Mortgages and the payment of all amounts due to FBER under the FBER Loan Agreement, the FBER Notes and the other FBER Loan Documents.

NOW THEREFORE, in order to induce FBER to make the FBER Loans, the City hereby agrees as follows:

1. Defined Terms. Unless the context otherwise provides, each capitalized term not defined herein shall have the meaning therefor specified in the Development Assistance Agreement.

2. Subordination. The City agrees that any and all payments owed by the Borrowers to the City arising under and pursuant to the Development Assistance Agreement, the DAA Mortgage and the other DAA Documents, and the DAA Guarantors to the City contained in the DAA Note, the DAA Guaranties, and the other DAA Documents, are subject, junior and subordinate to all now existing or hereafter arising rights, interests and liens held by FBER pursuant to the FBER Mortgages, the FBER Security Agreement, the FBER Notes, the FBER Guaranties, and the other FBER Loan Documents. In the event of a default under the FBER Loans and upon written notice from FBER to the City, the City shall not demand nor accept, and the Borrowers and the Guarantors shall not make payment of any Shortfall required under Section 2(a) of the DAA Note or the DAA Guaranties without the prior written consent of FBER. The City further agrees that any and all now existing or hereafter arising rights, interests and liens, if any, of the City under the Deed (including, without limitation, the Re-Entry Right) are subject, junior and subordinate to all now existing or hereafter arising rights, interests and liens held by FBER pursuant to the FBER Mortgages and the other FBER Loan Documents. Prior to the delivery of a certificate of occupancy by the City, the City agrees that its rights, interests and liens, if any, of the City under the Assessment Agreement (including without limitation the establishment of a minimum market value) are subject, junior and subordinate to all now existing or hereafter arising rights interests and liens held by the FBER pursuant to the FBER Mortgages and the other FBER Loan Documents provided that such subordination shall be released upon a delivery of a certificate of occupancy by the City.

In addition to the foregoing, the City agrees that, following a foreclosure of the FBER Mortgages, the Bank shall not be required to satisfy the obligations of the Developer (as that term is defined in the Development Assistance Agreement) under Section 3.1 (Construction of Project), Section 3.2 (Commencement and Completion of Construction, Section 3.7 (Agreement to Pay Purchase Price Note), Section 3.9 (c) (Job and Wage Goals), Section 3.10 (Developer to Pay City Fees and Expenses), and Section 3.11 (Restrictions on Use in Economic Development TIF District), and that such sections are subordinate to the FBER Mortgages. In addition, any right or remedy of the City under Section 3.4 (Conveyance Subject to Right of Re-entry) is subordinate to the FBER Mortgages, any right or remedy of the City under Section 3.9(d) is subordinate to the FBER Mortgages, any agreed upon minimum assessed value set forth in Section 4.2 of the

Development Assistance Agreement is subordinate to the FBER Mortgages prior to the issuance of a certificate of occupancy by the City, and any contractual right to collect delinquent real estate taxes from FBER under Section 4.3 (Right to Collect Delinquent Taxes) is subordinate to the FBER Mortgages (but no such subordination shall impact the normal City or county process for collecting delinquent real estate taxes). FBER may also sell the Property following a foreclosure of the FBER Mortgages notwithstanding the provisions of Section 5.2 (Prohibition against Transfer of Property and Assignment of Agreement).

A foreclosure of the FBER Mortgages prior to the delivery of a certificate of occupancy by the City shall result in the termination of all rights of the City under any of the foregoing Development Assistance Agreement, DAA Mortgage, Deed and Assessment Agreement, but the DAA Guaranties shall survive such foreclosure. In addition, in the event of such foreclosure, FBER shall utilize efforts to secure a new owner whose use of the property complies with Minnesota Statutes, Section 469.174 through 469.1794 (the "TIF Act") to allow the City to collect tax increments from the property. Notwithstanding anything herein to the contrary, this Agreement shall in no way limit any of the City's rights and remedies under the DAA Documents prior to an event of default under the FBER Loans or the City's remedies of specific performance or injunctive relief under the Development Assistance Agreement.

3. Construction Completion. The City acknowledges and agrees that neither FBER, nor its successors or assigns, shall be obligated to construct or complete the Project; provided, however, that, (i) if FBER or its successors or assigns acquire the Property by foreclosure or by a conveyance in lieu of foreclosure, the City acknowledges and agrees that, upon substantial completion of the Project pursuant to and in accordance with the Development Assistance Agreement, FBER shall be entitled to seek from the City a Certificate of Completion for the Project in accordance with the terms set forth in the Development Assistance Agreement and (ii) by its acceptance hereof, FBER acknowledges and agrees that the City shall have no obligation to make any Tax Increment available to the Borrowers or their successors and/or assigns pursuant to the terms of the Development Assistance Agreement unless all of the terms, covenants and conditions related to the Tax Increment as set forth in the Development Assistance Agreement have been satisfied or waived.

4. Entire Agreement; Modifications. The City acknowledges that FBER is not a party to the Development Assistance Agreement, that this Agreement constitutes the entire agreement between the City and FBER with respect to the Development Assistance Agreement, and that this Agreement may be amended only in a writing executed by the City and FBER.

5. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns, including any subsequent holder of the FBER Mortgages and/or the DAA Mortgage.

6. Notices. Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served by (i) personal delivery, (ii) depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, (iii) depositing the same with a reputable private courier or

overnight delivery service, in each case addressed as hereafter provided. Each such notice shall be effective upon (a) immediately upon personal delivery, (b) three (3) days after being deposited in the U.S. Mail, or upon delivery by facsimile or electronic mail, or (c) one (1) Business Day after being deposited with such courier service. The time period within which a response to any such notice must be given, however shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America:

To the City: City of Elk River, Minnesota
 13065 Orono Parkway
 Elk River, Minnesota 55330
 Attention: City Administrator

To FBER: First Bank Elk River
 812 Main Street
 Elk River, Minnesota 55330
 Attention: Scott D. Fritz

7. Governing Law and Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal substantive laws of the State of Minnesota, without giving effect to the conflicts of laws, rules and principals of such state.

8. Consent to Jurisdiction. The City hereby submits and consents to the personal jurisdiction to the courts of Wright County, Minnesota and the courts of the United States of America located in that state for the enforcement of this instrument and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in such courts. Litigation may be commenced in the state court of general jurisdiction for any of such counties or the United States District Court located in Minnesota, at the election of FBER. Nothing contained herein shall prevent FBER from bringing any action in any other state or jurisdiction against any other person or exercising any rights against any security given to FBER. Commencement of any such action or proceeding in any other state or jurisdiction shall not constitute a waiver of consent to jurisdiction of or the submission made by the City to personal jurisdiction within the State of Minnesota. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, FBER, at its option, shall be entitled to have the case transferred to one of the jurisdictions and venues above described or any other jurisdiction, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

9. Waiver of Jury Trial. THE CITY AND FBER, BY ITS ACCEPTANCE HEREOF, EACH HEREBY VOLUNTARILY, KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN THE CITY AND FBER ARISING OUT OF OR IN ANY WAY

RELATED TO THIS AGREEMENT OR ANY RELATIONSHIP BETWEEN THE CITY AND FBER. THIS PROVISION IS A MATERIAL INDUCEMENT TO FBER TO PROVIDE THE FBER LOANS DESCRIBED HEREIN AND IN THE OTHER FBER LOAN DOCUMENTS.

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11750.42

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first written above.

CITY OF ELK RIVER, MINNESOTA

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of August, 2024, by _____, the Mayor, and _____, the City Administrator of the City of Elk River, on behalf of the City.

Notary Public

This Instrument Drafted By:

Winthrop & Weinstine, P.A. (TJK)
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402

Exhibit A
to
Subordination Agreement

Legal Description of Property

That certain property located in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 1, Block 1, Nature's Edge Business Center Fifth Addition.

AMENDED AND RESTATED DEVELOPMENT ASSISTANCE AGREEMENT

BY AND AMONG

THE CITY OF ELK RIVER, MINNESOTA,

JADE ELK PROPERTIES LLC

AND

HERITAGE MILLWORK, INC.

Dated as of: _____, 2024

This document was drafted by:
KENNEDY & GRAVEN, Chartered (GAF)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
Telephone: (612) 337-9300

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AMENDED AND RESTATED DEVELOPMENT ASSISTANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is made as of the ___ day of _____, 2024, by and among the CITY OF ELK RIVER, MINNESOTA (the “City”), a municipal corporation and political subdivision organized and existing under the Constitution and laws of the State of Minnesota, JADE ELK PROPERTIES LLC, a Minnesota limited liability company (the “Developer”), and HERITAGE MILLWORK, INC., a Minnesota corporation (the “Company”), and amends and restates in its entirety the Development Assistance Agreement (the “Original Agreement”), dated as of June 25, 2024, by and among the City, the Company and PLM Properties, LLC, a Minnesota limited liability company (the “Original Developer”)

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.124 through 469.134, the City has established Development District No. 1 (the “Development District”) and has adopted a development program therefor (the “Development Program”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the “Tax Increment Act”), the City has created Tax Increment Financing (Economic Development) District No. 29 (Heritage Millwork Development Project) (the “Tax Increment District”), and has adopted a tax increment financing plan therefor (the “Tax Increment Financing Plan”) which provides for the use of tax increment financing in connection with development within the Development District; and

WHEREAS, pursuant to the Tax Increment Act, the City is authorized to undertake certain activities to facilitate the development of real property by private enterprise; and

WHEREAS, the City intends to convey certain property in the City (the “Development Property”) to the Developer pursuant to a certain Purchase Agreement (the “Purchase Agreement”) for the purposes of constructing an approximately 110,000 square foot industrial warehouse facility (the “Project”) in accordance with the terms hereof to be operated by the Company, and has requested that the City accept the Purchase Price Note (as hereinafter defined) as payment for a portion of the Purchase Price (as hereinafter defined) for the Development Property; and

WHEREAS, the City believes 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 health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Development Program has been undertaken; and

WHEREAS, in order to achieve the objectives of the Development Program and Tax Increment Financing Plan and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to provide substantial aid and assistance in connection with the Development Program and the Tax Increment Financing Plan by providing tax increment financing to pay the Purchase Price Note pursuant to the terms of this Agreement; and

WHEREAS, the City, pursuant to Minnesota Statutes, Section 469.192, is authorized to make loans to qualifying businesses located within the City for economic development; and

WHEREAS, the Developer has requested that the City exercise its authority and grant an energy rebate to the Developer (the “Energy Rebate”) in accordance with the terms of this Agreement; and

WHEREAS, the Purchase Price Note and the Energy Rebate 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, the City Council of the City has held a duly noticed public hearing on the business subsidy provided as represented by the Purchase Price Note and the Energy Rebate and this Agreement constitutes a subsidy agreement under the Business Subsidy Act; and

WHEREAS, pursuant to a certain Assignment of Purchase Agreement, the Original Developer assigned their rights, title and interest in and to the Purchase Agreement to the Developer; and

WHEREAS, to finance the Project, the Developer has received (i) construction loans from First Bank Elk River, a Minnesota state banking corporation (the “Bank”), in the aggregate maximum principal amount of up to \$17,554,000 (collectively, the “Bank Loan”), and (ii) a loan (the “SBA Loan” and, together with the Bank Loan, the “Priority Loans”) from Twin Cities-Metro Certified Development Company, a Minnesota nonprofit corporation (the “SBA Lender” and, together with the Bank, the “Lenders”), assigned to the U.S. Small Business Administration, in an amount not to exceed \$4,824,000, and the Lenders, and as a condition of giving the Developer the Priority Loans, require that the City execute a certain Subordination Agreements by and between the City and the Lender, pursuant to which the City agrees to subordinate its rights under this Agreement and related documents to the payment of all amounts due to the Lenders under the documents related to the Priority Loans; and

WHEREAS, the City, the Developer and the Company now wish to amend and restate the Original Agreement as further provided herein;

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

ARTICLE I

DEFINITIONS

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

Agreement means this Amended and Restated Development Assistance Agreement, which amends and restates the Original Agreement, and as the same may be from time to time modified, amended or supplemented;

Assessment Agreement means the agreement between the City and Developer in substantially the form attached hereto as Exhibit E;

Bank means First Bank Elk River, a Minnesota state banking corporation;

Bank Loan means the loans to the Developer from the Bank to finance the Project in the aggregate maximum principal amount of up to \$17,554,000;

Benefit Date means the date on which a Certificate of Occupancy for the Project is issued by the City;

Business Day means any day other than Saturdays, Sundays and any “legal holiday”, which shall mean any state or federal holiday for which financial institutions or post offices are generally closed in the State of Minnesota for observance thereof. If any date herein set forth for the performance of any obligations by a party hereto or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall ipso facto be extended to the next business day following such Saturday, Sunday or legal holiday;

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

Certificate of Completion means the certification in the form of the certificate attached hereto as Exhibit C and made a part of this Agreement, provided to the Developer, pursuant to Section 3.5 of this Agreement;

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Project and 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;

City means the City of Elk River, Minnesota;

Closing Date or Closing means not later than September 30, 2024, or such other date as agreed to by the City and Developer on which the City will convey title to the Development Property to the Developer;

Company means Heritage Millwork, Inc., a Minnesota corporation, and its successors and assigns;

Corporate Guarantor means the Company;

Corporate Guaranty means the Corporate Guaranty in substantially the form set forth in Exhibit F, executed by the Corporate Guarantor;

County means Sherburne County, Minnesota;

Current Facility Mortgage means the mortgage on the Company's current facility in substantially the form set forth in Exhibit I to be executed by the Original Developer in favor of the City to secure the Purchase Price Note;

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

Development District means the real property located within Development District No. 1;

Development Program means the program approved for the Development District;

Development Property means the real property located in the City of Elk River, Sherburne County, Minnesota legally described in Exhibit A attached hereto;

Development Property Mortgage means the mortgage on the Development Property in substantially the form set forth in Exhibit H to be executed by the Developer in favor of the City to secure the Purchase Price Note;

ERMU means the Elk River Municipal Utilities;

Energy Rebate means the rebate from the City to the Developer described in Section 3.8 hereof;

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

Guaranties means the Corporate Guaranty and the Personal Guaranties;

Guarantors mean the Corporate Guarantor and the Personal Guarantors;

Lease means the lease agreement between the Developer and the Company pursuant to which the Developer leases the Development Property and the Project to the Company for operation of the Company's business on the Development Property;

Lenders means the SBA Lender and the Bank;

Market Value or Market Valuation means the market value of real property as determined by the county assessor in accordance with Minnesota Statutes, Section 273.11 (or as finally adjusted by any assessor, board of equalization, commissioner of revenue, or any court);

Maturity Date means February 1, 2035;

Mortgages means the Development Property Mortgage and the Current Facility Mortgage;

Original Agreement means the Development Assistance Agreement, by and among the City, the Original Developer and the Company, dated as of June 25, 2024;

Original Developer means PLM Properties, LLC, a Minnesota limited liability company;

Payment Date means August 1 of the year commencing on August 1, 2026 and each February 1 and August 1 thereafter until the earlier of (a) the Maturity Date, or (b) the date that the Purchase Price Note has been paid in full, defeased, or terminated in accordance with its terms;

Personal Guarantors means, collectively, Patrick Menth, David Menth, Linda Menth, Anna Pulde and Joseph Menth, all individuals;

Personal Guaranties means the Personal Guaranty in substantially the form set forth in Exhibit F, executed by each of the Personal Guarantors;

Priority Loans mean the Bank Loan and the SBA Loan;

Project means the approximately 110,000 square industrial warehouse facility to be constructed by the Developer on the Development Property in accordance with the Construction Plans approved by the City;

Purchase Agreement means the Purchase Agreement, dated as of June 25, 2024, between the City and the Original Developer for the sale of the Development Property, as assigned to the Developer;

Purchase Price Note has the meaning set forth in Section 3.6(a) hereof;

Purchase Price 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 the County in the six (6) months preceding the Payment Date;

SBA Lender means Twin Cities-Metro Certified Development Company, a Minnesota nonprofit corporation;

SBA Loan mean the loan from the SBA Lender assigned to the U.S. Small Business Administration, in an amount not to exceed \$4,824,000;

Security Documents mean the Mortgages and the Guaranties;

State means the State of Minnesota;

Tax Increment means the tax increments derived from the Development Property and the improvements thereon which have been received and are permitted to be retained by the City in accordance with the TIF Act including, without limitation, Minnesota Statutes, Sections 469.177; 469.176, Subd. 4h; and 469.175, Subd. 1a, as the same may be amended from time to time;

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

Tax Increment District means Tax Increment Financing District No. 29 (Heritage Millwork Development Project), as adopted by the City on June 3, 2024, which is qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the City's Tax Increment Financing Plan for the Tax Increment District, as approved by the City on June 3, 2024 and as may be amended from time to time;

Termination Date means the later of (a) date of the City's last receipt of Tax Increment from the Tax Increment District in accordance with Section 469.176, subdivision 1b(3) of the Tax Increment Act; or (b) the date the Purchase Price Note has been paid in full, defeased, or terminated in accordance with

its terms; and

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 strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, delays in delivery of materials for the Project, or acts of any federal, state or local governmental unit which directly result in delays.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS

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

(a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and laws of the State of Minnesota 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 Project as detailed in this Agreement is in conformance with the development objectives set forth in the Development Program and Tax Increment Financing Plan.

(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 or the Company’s purposes or needs.

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

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

(c) The Developer has received no notice or communication from any local, state, or federal official that the activities of the Developer or the City in the Development Program 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 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.

(d) The Developer has the power to enter into this Agreement, the Purchase Agreement, the Development Property Mortgage, and the Purchase Price Note, and to perform the obligations thereunder and by entering into and performing its obligations under this Agreement, the Purchase Agreement, the Development Property Mortgage, the Purchase Agreement, and the Purchase Price Note, the Developer will not be in violation of the its articles of organization, operating agreement or member control agreement or the laws of the State.

(e) The Developer will obtain or cause to be obtained, in a timely manner, all required

permits, licenses and approvals, and will 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 Project may be lawfully constructed.

(f) The construction of the Project 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 provided for in this Agreement.

(g) The Developer will reasonably cooperate with the City with respect to any litigation commenced with respect to the Project; provided, however, that neither the Developer nor the Company shall be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion.

(h) The financing commitments which the Developer and the Company have obtained to finance construction of the Project, together with the equity funds available to the Developer and the Company, together with financing provided by the City pursuant to this Agreement and the Purchase Price Note will be sufficient to enable the Developer and the Company to successfully complete the Project.

(i) The Developer will reasonably cooperate with the City in resolving any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project.

(j) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that City has not represented that development of the Development Property will be favored over the development of other properties.

(k) 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.

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

(m) The total development costs of the Project are estimated to be approximately \$21,460,700, and the sources of revenue to pay such costs are approximately \$ 20,072,680.40, excluding the Purchase Price Note and the Energy Rebate, and the Developer has been unable to obtain additional private financing for the total development costs.

(n) The proposed Project hereunder would not occur but for the Purchase Price Note and the Energy Rebate being provided by the City hereunder.

(o) The Developer represents that the Company is moving its current warehouse operations from Ramsey, Minnesota and consolidating its existing facility in the City to the Development Property due to challenges related to expanding at its existing site in Ramsey. The Developer represents that the Project will result in a net increase in jobs in the State.

Section 2.3 Representations and Warranties of the Company. The Company makes the following representations, warranties and covenants:

(a) The Company is a Minnesota corporation 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) The Company shall operate and maintain the Project in accordance with the terms of this Agreement, the Development Program, and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code, labor and public health laws and regulations).

(c) The Company has the power to enter into this Agreement and the Corporate Guaranty and to perform the obligations thereunder and by entering into and performing its obligations under this Agreement and the Corporate Guaranty, the Company will not be in violation of its articles of incorporation, bylaws or the laws of the State.

(d) The Company will cooperate fully with the City with respect to any litigation commenced with respect to the Project; provided, however, that the Company shall not be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion.

(e) The financing commitments which the Developer and the Company have obtained to finance construction of the Project, together with the equity funds available to the Developer and the Company, together with financing provided by the City pursuant to this Agreement and the Purchase Price Note will be sufficient to enable the Developer and the Company to successfully complete the Project.

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

(g) The Company understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that City has not represented that development of the Development Property will be favored over the development of other properties.

ARTICLE III

PROJECT AND FINANCIAL ASSISTANCE

Section 3.1 Construction of Project. The Developer agrees that it will construct the Project on the Development Property in conformance with the Construction Plans.

Section 3.2 Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall commence, or cause to be commenced, construction of the Project beyond the point of site preparation by December 31, 2024. Subject to Unavoidable Delays, the Developer shall have substantially completed, or caused to be completed, the construction of the Project by December 31, 2025. The Project will be constructed by the Developer on the Development Property in conformity with the Construction Plans approved by the City. Prior to completion, 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, marketing and rentals of the Project, the Developer will deliver progress reports to the City from time to time as reasonably requested by the City.

Section 3.3 Construction Plans. The Developer shall cause Construction Plans to be provided to the City, which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall provide for the Project 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 Project; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 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.

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 3.3, within 60 days of 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 60 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 3.3 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 Developer shall submit Construction Plans which are approved prior to commencement of construction of the Project. 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.

If the Developer desires to make any material modification to the scope, size or use of the Project 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 3.3 with respect to the

original Construction Plans, the revised Construction Plans shall be deemed approved by the City unless rejected in writing within 30 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 Project or the site plan therefor, the Construction Plans need not be resubmitted.

Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose.

Section 3.4 Conveyance Subject to Right of Re-entry. The City's conveyance of the Development Property to the Developer pursuant to the Purchase Agreement will be 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 completed construction of the foundation of the Project on the Development Property in accordance with permits issued by the City by not later than December 31, 2024. 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 complete construction of the foundation of the Project. Failure to complete construction in such timeframe shall constitute a breach of the condition subsequent and the Developer shall re-convey the Development Property back to the City, without cost to the City. If the Developer fails to re-convey the Development 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 Development 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 Development Property or any improvements the Developer has made to the Development Property. The Developer must record the Certificate of Release set forth in the Deed in the proper County land records at its expense.

Section 3.5 Certificate of Completion. The Developer shall notify the City when construction of the Project has been substantially completed. The City shall conduct any inspections of the Project it determines necessary in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans. If the City determines that the Project has 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 Project has not been constructed in substantial conformity with the approved Construction Plans and the Developer shall have a reasonable period of time to remedy such deficiencies. The City shall re-inspect the Project within a reasonable period of time after receiving notice that such deficiencies have been remedied in order to determine whether the Project has been constructed in substantial conformity with the approved Construction Plans and this Agreement. Within a reasonable period of time after determining that the Project 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 Project after determining that the following conditions precedent have been satisfied:

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

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

(c) The City shall have reasonably determined that the Project has 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 Project and the

development of the Development Property, including without limitation, payments to all contractors, subcontractors, and project laborers, have been paid prior to the date of the request to the City.

The Certificate of Completion issued for the Project shall conclusively satisfy and terminate the agreements and covenants of the Developer in this Agreement solely with respect to construction of the Project. 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 Project nor shall it relieve the Developer of any other obligations under this Agreement.

Section 3.6 Purchase Price Note.

(a) The purchase price to be paid to the City by the Developer in exchange for the conveyance of the Development Property is \$1,378,020.60 (the "Purchase Price"). The Purchase Price shall be paid in cash from the Developer in the amount of \$1.00 and a purchase price note from the Developer in the amount of \$1,378,019.60 evidencing the Developer's obligation to repay a loan for a portion of the Purchase Price for the Development Property with interest (the "Purchase Price Note") in substantially the form attached hereto as Exhibit B. The Purchase Price Note shall accrue interest at the rate of 5.00% per annum. On each Payment Date, the City will credit against the principal amount of the Purchase Price Note plus accrued interest thereon at the rate of 5.00% per annum, the Purchase Price Note Pledged Tax Increment.

(b) The City is pledging Purchase Price Note Pledged Tax Increment to repayment of the Purchase Price Note. The Developer has no right or interest in any Tax Increment. The City retains the right to use any other legally available City funds to prepay the principal of and interest on the Purchase Price Note on any date.

Section 3.7 Agreement to Pay Purchase Price Note.

(a) Pledged Tax Increment Shortfall. Annually on or before December 31 in the years 2026 through 2035, the City shall calculate whether the February and August payments of Purchase Price Note Pledged Tax Increment have been at or greater than the principal and interest due on the Purchase Price Note for that year, as shown on the amortization schedule attached to the Purchase Price Note. If, in the City's sole discretion, the Purchase Price Note Pledged Tax Increment has been less than the annual amount due under the Purchase Price Note for such year, the Developer shall pay an amount equal to the deficiency (a "Shortfall"). The Developer is obligated to pay a Shortfall within 15 days after receipt of a written notice from the City containing evidence of a Shortfall.

(b) Ownership Transfer.

(i) If, prior to the Maturity Date, the Developer shall sell or otherwise transfer ownership of the Development Property, the Developer shall be required to pay the remaining outstanding balance of principal and interest the Purchase Price Note within 30 days of said transfer.

(ii) If, prior to the Maturity Date, the Company, the Developer, or the Personal Guarantors sell or otherwise transfer any ownership interest, shares, or membership interest of or in the Company or the Developer, the Developer shall be required to pay the remaining outstanding balance of principal and interest on the Purchase Price Note within 30 days of said transfer. Notwithstanding the foregoing, Section 3.7(b)(iii) shall not apply to any sale or transfer of ownership interests, share, or membership interests by Patrick to his children.

(c) Priority Loans Refinanced. If, prior to the Maturity Date, either of the Priority Loans are refinanced in an amount exceeding the principal balance of the Priority Loans on the Closing Date, the Developer shall be required to pay the remaining outstanding balance of the Purchase Price Note within 30 days of said refinancing.

(d) Security Documents. Prior to the Closing Date, the Developer shall deliver the Assessment Agreement to the City to guarantee the amount of Purchase Price Note Pledged Tax Increment and shall deliver the Security Documents to the City to guarantee performance of the Developer's obligation to pay any Shortfalls or to otherwise pay the Purchase Price Note as provided in this Agreement.

Section 3.8 Energy Rebate.

(a) The City agrees to waive its applicable payment in lieu of taxes ("PILOT") from ERMU for the Project for two years (the "Energy Rebate"). ERMU will pay the applicable payment in lieu of taxes for the Project to the City on annual basis commencing on the first-year anniversary of the issuance of a Certificate of Completion by the City and continuing for a period of two years. Upon receipt of funds from ERMU, the City will pay the Energy Rebate to the Developer within 30 days of receipt thereof. The Energy Rebate shall be provided to the Developer only upon the satisfaction of the following conditions:

- (i) The Developer has received the Certificate of Completion;
- (ii) The Developer has complied with all provisions of the ERMU PILOT policy and the City is eligible to receive and waive PILOT payments for the Project; and
- (iii) The provision of the Energy Rebate has been approved by ERMU.

(b) The estimated value of the Energy Rebate to the Developer is \$10,000 payable over a period of 24 months. The final amount of the Energy Rebate shall be calculated monthly by ERMU and the City in their sole discretion. The City makes no warranties or representations to the Developer regarding the total amount of the Energy Rebate to be provided to the Developer. The City is providing the Energy Rebate to the Developer in the form of a forgivable loan. If the Developer does not comply with the provisions of Section 3.9, then the Developer is obligated to repay such loan as set forth therein. If the Developer complies with the job and wage goals of Section 3.9 hereof, then the forgivable loan will be forgiven in full.

Section 3.9 Business Subsidy Agreement.

(a) *Public Purpose.* In order to satisfy the provisions of the Business Subsidy Act, the Developer and the Company acknowledge and agree that the amount of the "Business Subsidy" granted to the Developer under this Agreement is the Purchase Price Note and the Energy Rebate, and that the Project is not feasible for the Developer and the Company to undertake without the Business Subsidy. The public purpose of the Business Subsidy is to develop industrial warehousing facilities, help develop underutilized land in the City, increase the tax base in the City and the State, and stimulate the creation of jobs, including construction jobs.

(b) *Operation of Site.* The Company shall continue its operations at the Development Property (the "Qualified Facility") for at least 5 years after the Benefit Date (defined hereinafter). The Project will be a Qualified Facility as long as the Development Property is operated by the Company. 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 Company shall cause at least 60 full-time equivalent jobs to be located at the Development Property with an hourly wage of at least \$21.00 per hour exclusive of benefits within two years from the Benefit Date. 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 3.9(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 Company fails to meet the goals described in Section 3.9(b) and 3.9(c), the Developer shall repay to the City upon written demand from the City a “pro rata share” of the principal amount of the Purchase Price Note and the Energy Rebate 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 facility as a Qualified Facility in accordance with Section 3.9(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 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 3.9, the Company 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, 2026 and continuing until the later of (i) the date the goals stated in Sections 3.9(b) and (c) are met; (ii) 30 days after expiration of the period described in Section 3.9(b); or (iii) if the goals are not met, the date the subsidy is repaid in accordance with Section 3.9(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) *Other assistance.* In addition to the Purchase Price Note and the Energy Rebate being provided by the City pursuant to this Agreement, the Economic Development Authority of the City is providing the Developer with a microloan in the amount of \$200,000 to assist with financing the Project.

- (g) *Parent Corporation.* Neither the Developer nor the Company have parent corporations.

Section 3.10. Developer to Pay City Fees and Expenses. The Developer will pay all reasonable Administrative Costs (as defined below) of the City and must pay such costs to the City 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, including without limitation legal, financial 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 (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 Project 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.

Section 3.11. 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 Project 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. The Developer agrees to notify the City immediately if at any time prior to the Termination Date more than 15 percent of the Project 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 for any damages or costs resulting from a failure to limit the Project to the uses allowed in an economic development tax increment financing district including but not limited to repaying the outstanding principal amount of the Purchase Price Note plus accrued interest thereon. In addition to the repayment of the outstanding principal amount of the Purchase Price Note, plus accrued interest thereon, 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 (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 shall have the right to make a physical inspection of the Project 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 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 3.12 Compliance with Environmental Requirements.

(h) The Developer shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.

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

(j) The Developer agrees to take all necessary action to remove or remediate any Hazardous Substances located on the Development Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.

ARTICLE IV

INSURANCE; ASSESSMENT AGREEMENT; TAXES

Section 4.1 Insurance.

(a) The Developer will provide and maintain at all times during the process of constructing the Project 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 Project 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) together with an Owner's Policy 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 listed 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 Project 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 Project 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 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 Section 4.1 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 policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section 4.1 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 Project.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$250,000 in amount to, or destruction of, the Project or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct, and restore the Project 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 Project, 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 Project as set forth in this Section, the Developer shall have the option of paying to the City an amount that, in the opinion of the City, is sufficient to pay in full the outstanding principal and accrued interest on the Purchase Price Note.

(f) The Developer and the City agree that all of the insurance provisions set forth in this Section 4.1 shall terminate upon the termination of this Agreement.

Section 4.2 Assessment Agreement.

(a) On the Closing Date, the Developer and the City shall execute an Assessment Agreement in substantially the form attached hereto as Exhibit E. The Developer shall be responsible for obtaining the certification of the County Assessor to the Assessment Agreement and for recording the Assessment Agreement against the Development Property. The Assessment Agreement shall specify the Assessor's Minimum Market Value for the Development Property for calculation of real property taxes. Specifically, the Developer agrees to a minimum market value for the Development Property as of January 2, 2026, for taxes payable in the year 2027, of not less than \$8,238,400 (such minimum market value is herein referred to as the "Assessor's Minimum Market Value").

(b) Nothing in the Assessment Agreement shall limit the discretion of the County Assessor to assign a market value to the Development Property in excess of the Assessor's Minimum Market Value or prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in market value of the Development Property for property tax purposes; provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value for any year's assessment for which the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect with respect to the payable 2026 through the payable 2035 real estate property taxes.

(c) The Assessment Agreement must be certified by the County Assessor, as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the County Assessor that the Assessor's Minimum Market Value is reasonable. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the filing by the Developer of the Assessment Agreement in the office of the County Recorder and/or Registrar of Titles, as applicable, shall constitute notice to any subsequent encumbrancer

or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of or mortgagee under any mortgage.

(d) 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.

Section 4.3 Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance to the Project through the Purchase Price Note and the Energy Rebate, the Developer agrees for itself, its successors, and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Project. The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Termination Date to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit in which the City is the prevailing party, the City shall also be entitled to recover its costs, expenses, and reasonable attorney fees.

ARTICLE V

CHANGE IN USE OF PROJECT; PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; INDEMNIFICATION

Section 5.1 Change in Use of Project. The Developer and the Company agree for themselves, and their successors and assigns, they shall devote the Development Property to, and in accordance with, the uses specified in this Agreement. The Developer and the Company warrant the continued 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 Project 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.

Section 5.2 Prohibition against Transfer of Property and Assignment of Agreement. The Developer and the Company represent and agree that prior to the Termination Date of this Agreement neither the Developer nor the Company shall, except for the Lease between the Company and the Developer, transfer or sell in any form the Development Property or any part thereof or any interest therein, or assign this Agreement or enter into any contract or agreement to do any of the same. The transfer or sale in any form of the Development Property or any part thereof or any interest therein by the Developer shall be an Event of Default hereunder the Developer shall pay the outstanding principal of and interest on the Purchase Price Note within 30 days of such request from the City.

Section 5.3 Release and Indemnification Covenants.

(a) Except for any willful misrepresentation or willful or wanton misconduct of the Indemnified Parties as hereinafter defined, and except for any breach by any of the Indemnified Parties of their obligations under this Agreement, the Developer and the Company release from any covenants and agree that the City and the governing body members, officers, agents, servants, and employees thereof (the "Indemnified Parties") shall not be liable for and agree 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 Development Property or the Project.

(b) Except for any willful misrepresentation or 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 and the Company agree to protect and defend the Indemnified Parties, now and forever, and further agree 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, maintenance, and operation of the Development Property and the Project.

(c) Except for any willful misrepresentation or 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 the Company or their officers, agents, servants, or employees or any other person who may be on the Development Property or the Project.

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

ARTICLE VI

DEVELOPER AND COMPANY EVENTS OF DEFAULT

Section 6.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Failure by the Developer and/or the Company to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, the Purchase Price Note, or the Security Agreements or if any certification, representation, or warranty by the Developer or the Company to the City is substantiated by evidence to be untrue or misrepresented.

(b) Failure by the Developer and/or the Company to timely pay any ad valorem real property taxes or special assessments assessed with respect to the Development Property.

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

(d) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(e) Failure by the Developer to make a payment within 10 days after such payment is due under the Purchase Price Note or pursuant to Section 3.7.

(f) Failure by the Guarantors to make a payment due under the Guaranties.

(g) If the Developer, the Company or any of the Guarantors 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, the Company or any of the Guarantors, 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 Company, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer or the Company, and shall not be discharged within 90 days after such appointment, or if the Developer or the Company, as applicable, shall consent to or acquiesce in such appointment.

Section 6.2 Remedies on Default. Whenever any Event of Default referred to in Section 6.1 occurs and is continuing, the City may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer and the Company, but only if the Event of Default has not been cured within said 30 days.

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer and the Company, deemed adequate by the City, that the Developer or the Company, as applicable, will cure the default and continue its performance under this Agreement.

(b) The City may cancel and rescind this Agreement, in whole or in part.

(c) The City may require the Developer to repay the Purchase Price Note plus accrued interest thereon in full or in part and exercise its remedies available under the Security Documents.

(d) 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 Development Property to the Developer, the City may exercise its Right of Re-entry.

(e) The City may seek specific performance of the obligations of the Developer, the Company or any of the Guarantors pursuant to this Agreement, the Purchase Agreement, the Purchase Price Note and the Security Documents or damages to the extent otherwise set forth herein as to any obligation, agreement, or covenant of the Developer, the Company or any of the Guarantors under this Agreement, the Purchase Agreement, the Purchase Price Note or the Security Documents.

(f) (f) The City may take any action at law, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce the performance or observance of any obligation, agreement, or covenant of the Developer or the Company under this Agreement.

Section 6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute to the extent provided herein. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer or the Company herein contained, the Developer and the Company agree, jointly and severally, that they shall, on demand therefor, pay to City the reasonable fees of such attorneys and such other expenses so incurred by it. In addition, the Developer and the Company agree, jointly and severally, to pay the total amount of any actual costs, charges, expenses and attorneys fees reasonably incurred or paid at any time by the City because of any Event of Default by the Developer or the Company as to any stipulation, agreement, and covenant of this Agreement, the Purchase Agreement, the Purchase Price Note or the Security Documents, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's or the Company's interest in the Development Property or the Project.

ARTICLE VII

ADDITIONAL PROVISIONS

Section 7.1 Conflict of Interests; City Representatives Not Individually Liable. The City, the Developer and the Company, to their actual knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in the Agreement, nor shall any such member, official, or employee participate in any decision relating to the Agreement that affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she, directly or indirectly, is interested. No member, official, or employee of the City shall be personally liable to the Developer or the Company, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Developer or the Company or any successor or on any obligations under the terms of the Agreement.

Section 7.2 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 7.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested; or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

Jade Elk Properties LLC
c/o CPEC1031, LLC
222 South Ninth Street, Suite 4050
Minneapolis, MN 55402
Attn: Patrick Menth

- (b) in the case of the Company is addressed to or delivered personally to:

Heritage Millwork, Inc.
19830 Polk Street
Elk River, MN 55330
Attn: Patrick Menth

- (c) in the case of the City is addressed to or delivered personally to the City at:

City of Elk River, Minnesota
13065 Orono Parkway
Elk River, Minnesota 55330
Attn: City Administrator

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 7.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5 Recording. The City may record this Agreement and any amendments thereto

with the recorder and/or registrar of titles of the County, as applicable. The Developer shall pay all costs for recording. The Developer's obligations under this Agreement are covenants running with the land for the term of this Agreement, enforceable by the City against the Developer, its successor and assigns, and every successor in interest to the Development Property, or any part thereof or any interest therein.

Section 7.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 7.7. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the Developer in the event of any default or breach by the City or successor or on any obligations under the terms of this Agreement.

Section 7.8. 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 7.9. Government Data. The Developer has been required to provide certain data to the City or its consultants in connection with applying for financial assistance in constructing the Project. 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 or its 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 or its consultants may be nonpublic data as defined by the MGDPA. The parties acknowledge that the City is subject to the MGDPA and will handle all government data in its possession in accordance with the MGDPA, notwithstanding any other agreement or understanding to the contrary.

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

CITY OF ELK RIVER, MINNESOTA

By _____
Its Mayor

By _____
Its City Clerk

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by John J. Dietz and Tina Allard, the Mayor and the City Clerk, respectively, of the City of Elk River, Minnesota (the “City”), a municipal corporation and political subdivision of the State of Minnesota, on behalf of the City.

Notary Public

JADE ELK PROPERTIES LLC

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of Jade Elk Properties LLC, a Minnesota limited liability company.

Notary Public

This is a signature page to the Amended and Restated Development Assistance Agreement by and among the City of Elk River, Minnesota, Jade Elk Properties LLC and Heritage Millwork, Inc.

HERITAGE MILLWORK, INC.

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of Heritage Millwork, Inc., a Minnesota corporation.

Notary Public

This is a signature page to the Amended and Restated Development Assistance Agreement by and among the City of Elk River, Minnesota, Jade Elk Properties LLC and Heritage Millwork, Inc.

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

That certain property located in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 1, Block 1 Nature's Edge Business Center Fifth Addition.

EXHIBIT B

PURCHASE PRICE NOTE

\$1,378,019.60

Date of Issuance: _____, 2024

JADE ELK PROPERTIES LLC, a Minnesota limited liability company (the “Developer”), for value received, hereby promises to pay to the CITY OF ELK RIVER, MINNESOTA (the “City”), at its designated principal office or such other place as the City may designate in writing, the principal sum of ONE MILLION THREE HUNDRED SEVENTY EIGHT THOUSAND NINETEEN DOLLARS and 60/100ths Dollars (\$1,378,019.60), or so much thereof as remains outstanding from time to time (the “Principal Balance”), on this Purchase Price Note (the “Note”) pursuant to that certain Purchase Agreement, dated as of June 25, 2024, between the City and the Developer (the “Purchase Agreement”) and that certain Amended and Restated Development Assistance Agreement, between the City, Heritage Millwork, Inc., a Minnesota corporation (the “Company”), and the Developer, dated _____, 2024 (the “Development Assistance Agreement”), with interest as hereinafter provided, in any coin or currency which at the time or times of payment is legal tender for the payment of private debts in the United States of America. All terms capitalized used herein and not defined have the definitions given such terms in the Purchase Agreement or the Development Assistance Agreement, as applicable.

1. Commencing on the Closing Date and continuing until the Principal Balance of, and all accrued interest on, this Note has been repaid in full, interest shall accrue on the Principal Balance at a rate of 5.00% per annum (the “Interest Rate”). Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

2. This Note shall be paid as follows:

(a) The amounts due under this Note shall be payable in semiannual installments, commencing August 1, 2026, and on each February 1 and August 1 thereafter to and including February 1, 2035, or, if the first day of either February 1 or August 1 should not be a Business Day (as defined in the Development Assistance Agreement), the next succeeding Business Day (the “Payment Dates”) in the amounts shown in the schedule below constituting payments of principal and interest due (each a “Payment Installment”). On each Payment Date, the City will credit against the Payment Installment then due, an amount equal to the Purchase Price Note Pledged Tax Increment received by the City in the 6-month period preceding such Payment Date. If, on December 1 of each year commencing December 31, 2026 and continuing through December 1, 2035, the Purchase Price Pledged Tax Increment received by the City in the 12-month period preceding each August 1 payment date is less than the amount shown in the schedule below for such 12 month period, the Developer shall pay, by check or draft mailed to the City, an amount equal to the deficiency (the “Shortfall”). The Developer is obligated to pay a Shortfall within 15 days after receipt of a written notice from the City requesting payment for such Shortfall.

Date	Amount	Date	Amount	Date	Amount	Date	Amount
8/1/2026	\$37,985.50	2/1/2029	\$109,422.00	8/1/2031	\$120,556.00	8/1/2033	\$128,595.00
2/1/2027	\$37,985.50	8/1/2029	\$113,015.00	2/1/2032	\$120,556.00	2/1/2034	\$128,595.00
8/1/2027	\$78,382.50	2/1/2030	\$113,015.00	8/1/2032	\$124,511.50	8/1/2034	\$132,811.50
2/1/2028	\$78,382.50	8/1/2030	\$116,725.00	2/1/2033	\$124,511.50	2/1/2035	\$132,811.50

8/1/2028	\$109,422.00	2/1/2031	\$116,725.00				
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(b) Payments shall be applied first to interest due on the Principal Balance and thereafter to reduction of the Principal Balance.

(c) All outstanding principal of and interest on this Note shall be due and payable in full on the earlier of (i) the date an Event of Default occurs under the Development Assistance Agreement and all applicable cure periods have expired; (ii) a transfer or sale of the Development Property as set forth in Section 3.7(b) of the Development Assistance Agreement; (iii) a transfer or sale of the Company as set forth in Section 3.7(b) of the Development Assistance Agreement; (iv) certain refinancings of the Priority Loans (as defined in the Development Assistance Agreement) as set forth in Section 3.7(c) of the Development Assistance Agreement; or (v) the Maturity Date.

3. The Developer or the City shall have the right to prepay this Note fully or partially at any time without penalty. Any partial prepayment shall be applied first to any unpaid, accrued interest with the balance, if any, applied to the Principal Balance.

4. This Note is given pursuant to the Purchase Agreement and the Development Assistance Agreement, as both may be amended from time to time. Failure of the Developer to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Note shall constitute an Event of Default under the Development Assistance Agreement and is subject to the remedies of the City thereunder. All of the agreements, conditions, covenants, provisions, and stipulations contained in the Development Assistance Agreement are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein. It is agreed that time is of the essence of this Note.

5. This Note is secured by the Security Documents.

6. The outstanding Principal Balance of this Note and accrued interest and all other amounts due hereon shall, at the option of the City, become immediately due and payable, upon the occurrence of an Event of Default (as defined in the Development Assistance Agreement), or at any time thereafter, subject to any notice and cure periods provided in the Development Assistance Agreement and the Security Documents. Failure to exercise the option provided herein shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent Event of Default. The remedies of the City, as provided herein and in the Development Assistance Agreement and Security Documents, shall be cumulative and concurrent, may be pursued singly, successively, or together, and, at the sole discretion of the City, and may be exercised as often as occasion therefor shall occur.

7. The City shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the City and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event. This Note may not be amended, modified, or changed except only by an instrument in writing signed by the party against whom enforcement of any such amendment, modifications, or change is sought.

8. In the event that the principal of this Note or any other amount due hereunder shall not be paid when due (whether or not upon declaration of an Event of Default), the Developer shall pay all costs of collection and enforcement of this Note, the Security Documents, and the Development Assistance Agreement, including, but not limited to, all reasonable attorneys' fees, court costs, and expenses incurred by the City in connection with such collection or the protection or enforcement of any rights or security

interests under this Note, the Security Documents or the Development Assistance Agreement, whether or not any lawsuit is ever filed. In addition, the Developer shall pay all fees and expenses due under the Development Assistance Agreement, including, but not limited to, all fees and expenses of the Lender in administering, supplementing or amending the loan evidenced by this Note and the Development Assistance Agreement. All payments required pursuant to this Section shall be due and payable upon delivery the Lender of an invoice therefor to the Developer, and any unpaid amounts shall be added to the principal amount of the Note and accrue interest after 30 days of nonpayment.

9. Except as otherwise provided in this Note, the Development Assistance Agreement and the Security Documents, the Developer hereby (a) waives demand, presentment for payment, notice of nonpayment, protest, notice of protest, and all other notice; (b) agrees to any substitution, exchange, addition, or release of any party or person primarily or secondarily liable hereon; and (c) agrees that City shall not be required first to institute any suit or to exhaust its remedies against the Developer or any other person or party in order to enforce payment of this Note.

10. If any term of this Note, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each term of this Note shall be valid and enforceable to the fullest extent permitted by law.

11. Upon the occurrence of an Event of Default or any time thereafter, the City shall have the right of setoff on any and all amounts due under this Note by the Developer to the City against any indebtedness or obligation of the City to the Developer.

12. The outstanding principal balance of this Note, accrued interest thereon, and all other amounts due hereon shall, at the option of the City, become immediately due and payable, upon the occurrence of an Event of Default, or at any time thereafter. Failure to exercise the option provided herein shall not constitute a waiver of the right to exercise the same subsequently or in the event of any subsequent Event of Default.

13. It is intended that this Note is made with reference to and shall be construed as a Minnesota contract and governed by the laws thereof.

14. IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the issuance of this Note do exist, have happened, and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Developer has caused this Note to be duly executed as of the date and year first written above.

JADE ELK PROPERTIES LLC

By: _____
Its: _____

CERTIFICATE OF COMPLETION

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EXHIBIT D

CERTIFICATE OF RELEASE

1. Recitals.

1.1. Recital One. Jade Elk Properties LLC, a Minnesota limited liability company (the “Developer”), is the owner of the real property legally described on the attached Exhibit A (the “Development Property”).

1.2. Recital Two. The Developer acquired title to the Development Property from the City of Elk River, Minnesota (the “City”) pursuant to a deed dated _____, 2024 and recorded in the office of the Sherburne County Recorder on _____ as Document No. _____ (the “Deed”).

1.3. Recital Three. The Deed includes a right of re-entry for breach of conditions subsequent in favor of the City (the “Right of Re-entry”).

1.4. Recital Four. The City, the Developer and Heritage Millwork, Inc., a Minnesota corporation, are parties to a Amended and Restated Development Assistance Agreement recorded in the office of the Sherburne County Recorder on _____ as Document No. _____ (the “Development Assistance Agreement”).

1.5. Recital Five. Pursuant to Section 3.4 of the Development Assistance Agreement, the Developer is obligated to commence, or cause to be commenced, construction of the foundation of the Project (as defined in the Development Assistance Agreement) on the Development Property by December 31, 2024.

1.6. Recital Six. The City’s Right of Re-entry would be triggered by the Developer’s failure to commence, or cause to be commenced, construction of the foundation of the Project by the date 12 months from the date of the Deed, subject to Unavoidable Delays.

1.7. Recital Seven. The Developer has represented to the City that the Developer has commenced construction of the foundation of the Project and has requested this Certificate of Release from the City.

2. Certificate of Release. The City hereby certifies that the Developer has satisfied its obligations with respect to commencing construction of the foundation of the Project on the Development Property. The City further acknowledges and agrees that the Development Property is released from the Right of Re-Entry.

EXHIBIT E
FORM OF
ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT, dated as of _____, 2024 by and between the City of Elk River, Minnesota (the “City”) and Jade Elk Properties LLC, a Minnesota limited liability company (the “Developer”), and certified by the County Assessor for Sherburne County, Minnesota (the “Assessor”):

WITNESSETH

WHEREAS, the City, the Developer and Heritage Millwork, Inc., a Minnesota corporation, have entered into a certain Amended and Restated Development Assistance Agreement, dated as of _____, 2024 (the “Development Assistance Agreement”), regarding certain real property located in the City of Elk River, Sherburne County, Minnesota (the “Development Property”), which property is legally described on the Exhibit A attached to and made a part of this Assessment Agreement;

WHEREAS, the Development Assistance Agreement provides that the Developer will construct certain improvements (the “Project”) on the Development Property;

WHEREAS, the City and the Developer desire to establish certain minimum market values for the Development Property and the Project thereon, all as the same may exist from time to time pursuant to Minnesota Statutes, Section 469.177, Subdivision 8;

WHEREAS, the Developer represents that it has acquired and now owns fee title to all of the Development Property;

WHEREAS, the Developer, the City, and the Assessor have reviewed certain plans for the Project:

NOW, THEREFORE, the parties to this Assessment Agreement, in consideration of the promises, covenants and agreements herein, do hereby agree as follows:

1. As of January 2, 2026, 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 2027 through 2035, both inclusive, shall be not less than \$8,238,400. It is the express intent hereof that said minimum market value shall apply with respect to the payable 2027 through the payable 2035 real property taxes, both inclusive.

2. This Assessment Agreement and the attached Certification of the Assessor shall be promptly recorded by the Developer, with the County Recorder and/or the Registrar of Titles (as applicable) of Sherburne County, Minnesota, and shall be filed against the Development Property.

3. Neither any preamble nor any provision of this Assessment Agreement is intended to modify the terms of the Development Assistance Agreement.

4. This Assessment 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.

Jade Elk Properties LLC,

By _____

Its _____

[illegible]

This instrument was acknowledged before me on _____, 2024, by _____, of Jade Elk Properties LLC, a Minnesota limited liability company, on behalf of Jade Elk Properties LLC.

Notary Public

Signature page for Assessment Agreement by and between the City of Elk River, Minnesota and Jade Elk Properties LLC.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed certain plans for the Project to be constructed and the market value assigned to the land upon which the Project are to be constructed, as described in this Assessment Agreement, hereby states as follows: The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the \$8,238,400 market value hereinabove assigned to the Development Property and Project are reasonable.

County Assessor for Sherburne County

STATE OF MINNESOTA)
) SS
COUNTY OF SHERBURNE)

This instrument was acknowledged before me on _____, 2024, by _____,
the County Assessor of Sherburne County.

Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

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

Lot 1, Block 1 Nature's Edge Business Center Fifth Addition.

EXHIBIT F
FORM OF
PERSONAL GUARANTY
[PERSONAL GUARANTOR]

_____, 2024

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), to or for the account of JADE ELK PROPERTIES LLC, a Minnesota limited liability company (the “Developer”), the undersigned (the “Guarantor”) absolutely and unconditionally guaranty to the City the full and prompt payment if and when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Developer (and any and all successors of the Developer) to the City, now or hereafter existing including the that certain Purchase Price Note of even date herewith, in the original aggregate principal amount of \$1,378,019.60, executed and delivered by the Developer to the City, in accordance with the terms of the Amended and Restated Development Assistance Agreement, dated _____, 2024, between the Developer and the City, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Developer (and any and all successors of the Developer) as a member of any partnership, syndicate, association or other group, and whether incurred by the Developer (or any successor of the Developer) as principal, surety, endorser, guarantor, accommodation party or otherwise (collectively, the “Indebtedness”); and the Guarantor agrees to pay on demand all of the City’s fees, costs, expenses and reasonable attorneys’ fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The City may at any time and from time to time, without consent of or notice to the Guarantor, without incurring responsibility to the Guarantor, without releasing, impairing or affecting the liability of the Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Developer, the Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Guarantor hereunder, and the Guarantor waives any and all defenses of the Developer pertaining to the

Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Guarantor hereunder. This guaranty is a primary obligation of the Guarantor and the City shall not be required to first resort for payment of the Indebtedness to the Developer or any other person, its properties or estates, or any security or other rights or remedies whatsoever. The Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Developer or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Guarantor to the City, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the City to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Developer or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor hereunder. The Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Guarantor against the City in connection with this guaranty shall be venued in either the District Court of Sherburne County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Guarantor, now or hereafter in the possession, control or custody of or in transit to the City for any purpose, including without limitation the balance of every account of the Guarantor with and each claim of the Guarantor against the City, shall be subject to a lien and security interest in favor of the City, as security for all liabilities of the Guarantor to the City, and shall be subject to be set off against any and all such liabilities, and the City may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Guarantor agrees to promptly provide the City from time to time with financial statements of the Guarantor, in form and substance acceptable to the City, at least once every 12 months and as otherwise requested by the City. The Guarantor agrees to promptly provide the City from time to time with such other information respecting the condition (financial and otherwise), business and property of the Guarantor as the City may request, in form and substance acceptable to the City.

The Guarantor waives all claims, rights and remedies which the Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Guarantor in the Developer; provided, nothing contained in this guaranty shall deprive the Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Developer. No delay or failure by the City in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights

hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the City, and each such waiver, if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the City or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of revocation of this guaranty, executed by the Guarantor, has been received by the City; provided, no revocation of this guaranty shall affect in any manner any liability of the Guarantor under this guaranty with respect to Indebtedness arising before the City receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Guarantor and the heirs, representatives, successors and assigns of the Guarantor, and of each of them respectively, and shall benefit the City, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

Agrees that the City shall not be required to first resort for payment to the Developer or any other person, corporation or entity, or their properties or estate, or any other right or remedy whatsoever, prior to enforcing this Guaranty.

Agrees that this Guaranty shall be construed as a continuing, absolute, and unconditional guaranty without regard to (1) the validity, regularity or enforceability or the Obligations or the disaffirmance thereof in any insolvency or bankruptcy proceeding relating to the Developer; or (2) any event or any conduct or action of the Developer or the City or any other party which might otherwise constitute a legal or equitable discharge of a surety or guarantor but for this provision.

The Guarantor is an owner of the Developer and the Guarantor acknowledges and agrees that the Indebtedness is being utilized by the Developer to finance the acquisition of certain property in the City (the "Property"), to construct an industrial warehouse facility for Heritage Millwork, Inc., a Minnesota corporation, and such acquisition, business improvements and relocation will materially financially benefit the Guarantor and, therefore, the Guarantor's obligations under this Guaranty are proper, valid and enforceable.

The Guarantor agrees to deliver to the City: (i) on or before the earlier of thirty (30) days after its completion or one hundred twenty (120) days following each calendar year, the signed personal financial statement of the Guarantor, in a form acceptable to City and dated as of December 31st of the immediately preceding year, which financial statement presents the financial condition (including all guaranty and other contingent obligations) of the Guarantor as of such date; and (ii) as soon as available, but in no event later than their required filing, the federal income tax return, including all schedules and forms, for the applicable year for the Guarantor. In addition, Guarantor agrees with reasonable promptness, to provide to City such further information regarding the business, operations, affairs and financial and other condition of the Guarantor as the City may reasonably request.

The Guarantor warrants and represents to the City as follows:

- a. Enforceability. This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable in accordance with its terms (subject, as to enforceability, to limitations resulting from bankruptcy, insolvency or other similar laws affecting creditors' rights generally).

b. Litigation. There is no action, suit or proceeding pending or, to the knowledge of the Guarantor, threatened against or affecting the Guarantor which, if adversely determined, would have a material adverse effect on the condition (financial or otherwise), property or assets of the Guarantor, or which would question total validity of this Guaranty or any instrument, document or other agreement related hereto or required hereby, or impair the ability of the Guarantor to perform his or her obligations hereunder or thereunder.

c. Default. Guarantor is not in default of a material provision under any material agreement, instrument, decree or order to which he or she is a party or by which he or she or his or her property is bound or affected.

d. Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, or notice to, any governmental authority or any third party is required in connection with the execution and delivery of this Guaranty or any of the agreements or instruments herein mentioned to which Guarantor is a party or the carrying out or performance of any of the transactions required or contemplated hereby or thereby or, if required, such consent, approval, order or authorization has been obtained or such registration, declaration or filing has been accomplished or such notice has been given prior to the date hereof.

e. Taxes. Guarantor has filed all tax returns required to be filed and has paid all taxes shown thereon to be due, including interest and penalties, which are not being contested in good faith and by appropriate proceedings and none of them has any information or knowledge of any objections to or claims for additional taxes in respect of federal income or excess profits tax returns for prior years.

THE GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE GUARANTOR HAS READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE CITY WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

[PERSONAL GUARANTOR]

EXHIBIT G

FORM OF CORPORATE GUARANTY

Elk River, Minnesota
_____, 2024

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, and in consideration of and to induce financial accommodations of any kind, with or without security, given or to be given or continued at any time and from time to time by the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (the “City”), to or for the account of JADE ELK PROPERTIES LLC, a Minnesota limited liability company (the “Developer”), HERITAGE MILLWORKS, INC., a Minnesota corporation (the “Corporate Guarantor”), absolutely and unconditionally Guaranties to the City the full and prompt payment if and when due, whether at maturity or earlier by reason of acceleration or otherwise, of any and all indebtedness, obligations and liabilities of the Developer (and any and all successors of the Developer) to the City, now or hereafter existing, absolute or contingent, independent, joint, several or joint and several, secured or unsecured, due or to become due, contractual or tortious, liquidated or unliquidated, arising by assignment or otherwise, including without limitation all indebtedness, obligations and liabilities owed by the Developer (and any and all successors of the Developer) as a member of any partnership, syndicate, association or other group, and whether incurred by the Developer (or any successor of the Developer) as principal, surety, endorser, guarantor, accommodation party or otherwise now or hereafter existing including the that certain Purchase Price Note of even date herewith, in the original aggregate principal amount of \$1,378,019.60, executed and delivered by the Developer to the City, in accordance with the terms of the Amended and Restated Development Assistance Agreement, dated _____, 2024, between the Developer and the City, (collectively, the “Indebtedness”); and the Corporate Guarantor agrees to pay on demand all of the City’s fees, costs, expenses and reasonable attorneys’ fees in connection with the Indebtedness, any security therefor, and this guaranty, plus interest on such amounts at the highest rate then applicable to any of the Indebtedness.

The City may at any time and from time to time, without consent of or notice to the Corporate Guarantor, without incurring responsibility to the Corporate Guarantor, without releasing, impairing or affecting the liability of the Corporate Guarantor hereunder, upon or without any terms or conditions, and in whole or in part: (1) sell, pledge, surrender, compromise, settle, release, renew, subordinate, extend, alter, substitute, exchange, change, modify or otherwise dispose of or deal with in any manner and in any order any Indebtedness, any evidence thereof, or any security or other guaranty therefor; (2) accept any security for, or other guarantors of, any Indebtedness; (3) fail, neglect or omit to obtain, realize upon or protect any Indebtedness or any security therefor, to exercise any lien upon or right to any money, credit or property toward the liquidation of the Indebtedness, or to exercise any other right against the Developer, the Corporate Guarantor, any other guarantor or any other person; and (4) apply any payments and credits to the Indebtedness in any manner and in any order. No act, omission or thing, except full payment and discharge of the Indebtedness, which but for this provision could act as a release or impairment of the liability of the Corporate Guarantor hereunder, shall in any way release, impair or otherwise affect the liability of the Corporate Guarantor hereunder, and the Corporate Guarantor waives any and all defenses of the Developer pertaining to the Indebtedness, any evidence thereof, and any security therefor, except the defense of discharge by payment. The failure of any person or persons to sign this or any other guaranty shall not release, impair or affect the liability of the Corporate Guarantor hereunder. This guaranty is a primary obligation of the Corporate Guarantor and the City shall not be required to first resort for payment of the Indebtedness to the Developer or any other person, their

properties or estates, or any security or other rights or remedies whatsoever. The Corporate Guarantor shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the Indebtedness, whether or not the liability of the Developer or any other person for such deficiency is discharged pursuant to statute, judicial decision or otherwise.

The liability of the Corporate Guarantor under this guaranty is in addition to and shall be cumulative with all other liabilities of the Corporate Guarantor to the City, as guarantor or otherwise, without any limitation as to amount, unless the writing evidencing or creating such other liability specifically provides to the contrary. If any payment applied by the City to the Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of the Developer or any other person), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

The Corporate Guarantor waives: (1) notice of acceptance of this guaranty and of the creation and existence of the Indebtedness; (2) presentment, demand for payment, notice of dishonor, notice of nonpayment, and protest of any instrument evidencing the Indebtedness; and (3) all other demands and notices to the Corporate Guarantor or any other person and all other actions to establish the liability of the Corporate Guarantor hereunder. The Corporate Guarantor consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the Corporate Guarantor against the City in connection with this guaranty shall be venued in either the District Court of Sherburne County, Minnesota, or the United States District Court, District of Minnesota.

All property of the Corporate Guarantor, now or hereafter in the possession, control or custody of or in transit to the City for any purpose, including without limitation the balance of every account of the Corporate Guarantor with and each claim of the Corporate Guarantor against the City, shall be subject to a lien and security interest in favor of the City, as security for all liabilities of the Corporate Guarantor to the City, and shall be subject to be set off against any and all such liabilities, and the City may at any time and from time to time at its option and without notice appropriate and apply any such property toward the payment of any and all such liabilities. The Corporate Guarantor agrees to promptly provide the City from time to time with financial statements of the Corporate Guarantor, in form and substance acceptable to the City, at least once every 12 months and as otherwise requested by the City. The Corporate Guarantor agrees to promptly provide the City from time to time with such other information respecting the condition (financial and otherwise), business and property of the Corporate Guarantor as the City may request, in form and substance acceptable to the City.

The Corporate Guarantor waives all claims, rights and remedies which the Corporate Guarantor may now have or hereafter acquire against any person at any time now or hereafter liable to payment of any of the Indebtedness and as to any collateral security, including but not limited to all claims, rights and remedies of contribution, indemnification, exoneration, reimbursement, recourse and subrogation, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise, whether or not the Indebtedness has been fully paid, and all payments and recoveries under this guaranty shall be considered equity investments by the Corporate Guarantor in the Developer; provided, nothing contained in this guaranty shall deprive the Corporate Guarantor of any claim, right or remedy, after the Indebtedness has been fully paid, against any person other than the Developer. No delay or failure by the City in exercising any right, and no partial or single exercise thereof shall constitute a waiver thereof. No waiver of any rights hereunder, and no modification or amendment of this guaranty shall be effective unless the same is in writing duly executed by the City, and each such waiver,

if any, shall apply only with respect to the specific instance involved and shall not impair or affect the rights of the City or the provisions of this guaranty in any other respect at any other time. This guaranty shall continue until written notice of revocation of this guaranty, executed by the Corporate Guarantor, has been received by the City; provided, no revocation of this guaranty shall affect in any manner any liability of the Corporate Guarantor under this guaranty with respect to Indebtedness arising before the City receives such written notice of revocation, and the sole effect of revocation of this guaranty shall be to exclude from this guaranty Indebtedness thereafter arising which is unconnected with Indebtedness theretofore arising or transactions theretofore entered into.

Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and applications hereof and to this end the provisions of this guaranty are declared to be severable. This guaranty shall bind the Corporate Guarantor and the representatives, successors and assigns of the Corporate Guarantor, and of each of them respectively, and shall benefit the City, its successors and assigns. This guaranty shall be governed by and construed in accordance with the laws of the State of Minnesota.

The Corporate Guarantor is or will be the occupant of certain property in the City (the "Property"). Developer has acquired the Property and will be leasing it to the Corporate Guarantor pursuant to a certain lease agreement (the "Lease"). Developer and the Corporate Guarantor are under common ownership. The Corporate Guarantor acknowledges and agrees that the Indebtedness is being utilized by Developer to finance the acquisition the Property to construct an industrial warehouse facility for Corporate Guarantor and, therefore, the Corporate Guarantor's obligations under this Guaranty are proper, valid and enforceable. This Guaranty has been approved by unanimous consent of the board of governors of the Corporate Guarantor.

THE ENTITY GUARANTOR REPRESENTS, CERTIFIES, WARRANTS AND AGREES THAT THE UNDERSIGNED HAVE READ ALL OF THIS GUARANTY AND UNDERSTAND ALL OF THE PROVISIONS OF THIS GUARANTY. THE ENTITY GUARANTOR ALSO AGREES THAT COMPLIANCE BY THE LENDER WITH THE EXPRESS PROVISIONS OF THIS GUARANTY SHALL CONSTITUTE GOOD FAITH AND SHALL BE CONSIDERED REASONABLE FOR ALL PURPOSES.

HERITAGE MILLWORKS, INC.,
a Minnesota corporation

By: _____
Its: _____

EXHIBIT H
DEVELOPMENT PROPERTY MORTGAGE

MORTGAGE

**THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS
MORTGAGE IS \$1,378,019.60.**

THIS MORTGAGE (the “Mortgage”) is given on _____, 2024, from JADE ELK PROPERTIES LLC, a Minnesota limited liability company (“Developer”), to the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (“City”).

Developer owes City the principal sum of ONE MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED NINETEEN DOLLARS AND 60/100 (\$1,378,019.60), which debt is evidenced by a Purchase Price Note of even date herewith (the “Note”), the terms and conditions of which are incorporated herein and matures on February 1, 2035, or such earlier date provided in the Note. This Mortgage secures to City: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums, with interest thereon, advanced to protect the security of this Mortgage; (c) the performance of Developer’s covenants and agreements under this Mortgage and the Note; and (d) is subject to the terms and conditions of that certain Amended and Restated Development Assistance Agreement, between the Developer and the City, dated _____, 2024 (the “Development Assistance Agreement”). For this purpose, Developer does hereby mortgage, grant, and convey to City, with power of sale, the property located in the City, and legally described in **EXHIBIT A** attached hereto, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the “Property.”

DEVELOPER COVENANTS that Developer is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is free from all encumbrances except as may be further stated in **EXHIBIT B** attached hereto (the “Permitted Encumbrances”). Developer warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Developer and City agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES. Developer shall promptly pay when due the principal of and accrued interest on the debt evidenced by the Note and any late charges due under the Note.

2. CHARGES; LIENS. Developer shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Developer shall pay these obligations on time directly to the person owed payment.

Developer shall promptly discharge any lien which has priority over this Mortgage except the Permitted Encumbrances, unless Developer: (a) agrees in writing to the payment of the obligation secured by the lien in a manner reasonably acceptable to City; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in City's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to City subordinating the lien to this Mortgage. If City determines that any part of the Property is subject to a lien other than the Permitted Encumbrances which may attain priority over this Mortgage, City may give Developer a notice identifying the lien. Developer shall satisfy the lien or notify City of its intent to take one or more of the actions set forth above within 30 days of the giving of notice.

3. HAZARD OR PROPERTY INSURANCE. For so long as this Mortgage is in effect, Developer shall continuously maintain insurance in accordance with the provisions of the Development Assistance Agreement. Further, City hereby acknowledges that this Section 3 shall be subject to Section 4.1 of the Development Assistance Agreement.

If under Section 15 the Property is acquired by City, Developer's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to City to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. ASSIGNMENT OF LEASES AND RENTS. Developer hereby assigns to City, as additional security, all leases, rents, and profits now due or which may become due under or by virtue of any lease, license, sublease, or agreement, whether written or verbal, for the use or occupancy of the Property, or any part thereof, whether before or after foreclosure or during any redemption period, and City shall have the power irrevocably to manage, control and lease the Property and collect such leases, rents, and profits. However, this Section 4 shall be enforceable by City only during such period of time as an Event of Default (as defined in the Development Assistance Agreement) shall have occurred and shall be continuing hereunder.

5. PROTECTION OF THE PROPERTY. Developer shall not destroy or damage the Property or commit waste on the Property. Developer shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in City's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or City's security interest. Developer may cure such a default and reinstate, as provided in Section 13, by causing the action or proceeding to be dismissed with a ruling that, in City's good faith determination, precludes forfeiture of Developer's interest in the Property or other material impairment of the lien created by this Mortgage or City's security interest. Developer shall also be in default if Developer gave materially false or inaccurate information or statements to City in connection with the loan evidenced by the Note.

Developer shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property

6. PROTECTION OF CITY'S RIGHTS IN THE PROPERTY. If Developer fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may materially affect City's rights in the Property (such as a proceeding in bankruptcy, condemnation or forfeiture), City, upon written notice to Developer, may do and pay for whatever is necessary to protect the value of the Property and City's rights in the Property. City's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although City may take action under this Section 6, City is not required to do so.

Any amounts disbursed by City under this Section 6 shall become additional debt of Developer secured by this Mortgage. Unless Developer and City agree to other terms of payment, these amounts shall bear interest from the date of disbursement at a rate equal to the interest rate on the Note and shall be payable, with interest, upon notice from City to Developer requesting payment.

7. INSPECTION. City or its agent may make reasonable entries upon and inspections of the Property upon reasonable prior notice that specifies reasonable cause for such entry and inspection to Developer subject to the rights of tenants pursuant to any leases. City shall use reasonable efforts to avoid disturbing business operations on the Property during such inspections.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to City subject to the following paragraph.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Developer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Developer and City otherwise agree in writing, if any, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Developer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Developer and City otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

9. FORBEARANCE BY CITY NOT A WAIVER. Any forbearance by City in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of City and Developer.

11. NOTICES. Any notice to Developer provided for in this Mortgage shall be given by delivering it personally or by mailing it by first class United States mail, postage prepaid, return receipt requested. The notice shall be directed to Developer at Jade Elk Properties LLC, c/o CPEC1031, LLC, 222 South Ninth Street, Suite 4050, Minneapolis, MN 55402, Attn: Patrick Menth, or any other address Developer designates by notice to City. Any notice to City shall be given or mailed to 13065 Orono Parkway, Elk River, Minnesota 55330, Attn: City Administrator, or any other address City designates by notice to Developer. Any notice provided for in this Mortgage shall be deemed to have been given to

Developer or City when given as provided in this paragraph.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the State of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

13. BORROWER'S RIGHT TO REINSTATE. If Developer meets certain conditions, Developer shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Developer: (a) pays City all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as City may reasonably require to assure that the lien of this Mortgage, City's rights in the Property and Developer's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Developer, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

14. HAZARDOUS SUBSTANCES. Developer shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property, except those solvents, oils, cleaning materials, and other substances as are used in the ordinary course of Developer's business. Developer shall not do, and will use its best efforts not to allow anyone else to do, anything affecting the Property that is in violation of any environmental law.

Developer shall promptly give City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Developer has actual knowledge. If Developer learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Developer shall promptly take all necessary remedial actions in accordance with that environmental law.

As used in this Section 14, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 14, "environmental law" means federal or state laws that relate to environmental protection.

15. ACCELERATION; REMEDIES. City shall give notice to Developer prior to acceleration following Developer's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Developer by which the default must be cured, provided, however, if Developer is diligently pursuing a cure, Developer shall have such additional time as is reasonably necessary to complete the cure; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Developer of the right to reinstate after acceleration and sale. If the default is not cured on or before the date specified in the notice, City at its option may require immediate payment in full of any sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by law. City shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including, but not limited to, reasonable attorneys'

fees.

If City invokes the power of sale, City shall cause a copy of a notice of sale to be served upon any person in possession of the Property. City shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by law. City or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

16. RELEASE OF MORTGAGE. Upon payment of all sums secured by this Mortgage, City shall discharge this Mortgage without charge to Developer. Developer shall pay any recordation costs.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN DEVELOPER. If Developer sells or conveys all or any part of the Property or any interest in the Property (or if a beneficial interest in Developer is sold or transferred and Developer is not a national person) without City's prior written consent, City may, at its option, require immediate payment in full of all sums secured by this Mortgage as set forth in the Note.

18. ADDITIONAL COVENANTS. Developer covenants: (a) to warrant title to the Property, (b) to pay all other mortgages, liens, charges or encumbrances against the Property as and when they become due, (c) to pay the indebtedness of the Note as herein provided, (d) to pay all real estate taxes on the Property (e) that the Property shall be kept in repair and no waste shall be committed as provided in Section 5, (f) to continuously maintain insurance in accordance with the provisions of the Development Assistance Agreement for so long as this Mortgage is in effect; and (g) that the whole of the principal sum shall become due after an Event of Default related to the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of City; provided, however, that if City declares an Event of Default and requires payment in full of all sums secured by this Mortgage, then Developer may, in its sole discretion, elect to convey title to the Property to City and, in that event, City shall forgive the unpaid balance of all sums secured by this Mortgage and release Developer from its obligations under this Mortgage, the Note and the Development Assistance Agreement without further liability.

This Mortgage was duly executed by Developer on the date and year first written above.

JADE ELK PROPERTIES LLC

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of Jade Elk Properties LLC, a Minnesota limited liability company.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (GAF)
100 S 5th St., Suite 700
Minneapolis, Minnesota 55402
(612) 337-9300

**EXHIBIT A
TO MORTGAGE
LEGAL DESCRIPTION**

That certain property located in the City of Elk River, Sherburne County, Minnesota, legally described as Lot 1, Block 1 Nature's Edge Business Center Fifth Addition.

**EXHIBIT B
TO MORTGAGE
PERMITTED ENCUMBRANCES**

EXHIBIT I
CURRENT FACILITY MORTGAGE

MORTGAGE

THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS MORTGAGE IS \$500,000.

THIS MORTGAGE (the “Mortgage”) is given on _____, 2024, from PLM PROPERTIES, LLC, a Minnesota limited liability company (“Developer”), to the CITY OF ELK RIVER, MINNESOTA, a municipal corporation and political subdivision of the State of Minnesota (“City”).

Developer owes City the principal sum of \$1,378,019.60 (the “Debt”), which Debt is evidenced by a Purchase Price Note of even date herewith (the “Note”), the terms and conditions of which are incorporated herein and matures on February 1, 2035, or such earlier date provided in the Note. This Mortgage secures a portion of the Debt to City in the amount of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00) and secures: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions, and modifications of the Note; (b) the payment of all other sums, with interest thereon, advanced to protect the security of this Mortgage; (c) the performance of Developer’s covenants and agreements under this Mortgage and the Note; and (d) is subject to the terms and conditions of that certain Amended and Restated Development Assistance Agreement, between the Developer and the City, dated _____, 2024 (the “Development Assistance Agreement”). For this purpose, Developer does hereby mortgage, grant, and convey to City, with power of sale, the property located in the City, and legally described in **EXHIBIT A** attached hereto, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the “Property.”

DEVELOPER COVENANTS that Developer is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the Property and that the Property is free from all encumbrances except as may be further stated in **EXHIBIT B** attached hereto (the “Permitted Encumbrances”). Developer warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Developer and City agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; LATE CHARGES. Developer shall promptly pay when due the principal of and accrued interest on the debt evidenced by the Note and any late charges due under the Note.

2. CHARGES; LIENS. Developer shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Developer shall pay these obligations on time directly to the person owed payment.

Developer shall promptly discharge any lien which has priority over this Mortgage except the Permitted Encumbrances, unless Developer: (a) agrees in writing to the payment of the obligation secured by the lien in a manner reasonably acceptable to City; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in City's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to City subordinating the lien to this Mortgage. If City determines that any part of the Property is subject to a lien other than the Permitted Encumbrances which may attain priority over this Mortgage, City may give Developer a notice identifying the lien. Developer shall satisfy the lien or notify City of its intent to take one or more of the actions set forth above within 30 days of the giving of notice.

3. HAZARD OR PROPERTY INSURANCE. For so long as this Mortgage is in effect, Developer shall continuously maintain insurance in accordance with the provisions of the Development Assistance Agreement. Further, City hereby acknowledges that this Section 3 shall be subject to Section 4.1 of the Development Assistance Agreement.

If under Section 15 the Property is acquired by City, Developer's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to City to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. ASSIGNMENT OF LEASES AND RENTS. Developer hereby assigns to City, as additional security, all leases, rents, and profits now due or which may become due under or by virtue of any lease, license, sublease, or agreement, whether written or verbal, for the use or occupancy of the Property, or any part thereof, whether before or after foreclosure or during any redemption period, and City shall have the power irrevocably to manage, control and lease the Property and collect such leases, rents, and profits. However, this Section 4 shall be enforceable by City only during such period of time as an Event of Default (as defined in the Development Assistance Agreement) shall have occurred and shall be continuing hereunder.

5. PROTECTION OF THE PROPERTY. Developer shall not destroy or damage the Property or commit waste on the Property. Developer shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in City's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or City's security interest. Developer may cure such a default and reinstate, as provided in Section 13, by causing the action or proceeding to be dismissed with a ruling that, in City's good faith determination, precludes forfeiture of Developer's interest in the Property or other material impairment of the lien created by this Mortgage or City's security interest. Developer shall also be in default if Developer gave materially false or inaccurate information or statements to City in connection with the loan evidenced by the Note.

Developer shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property

6. PROTECTION OF CITY'S RIGHTS IN THE PROPERTY. If Developer fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may materially affect City's rights in the Property (such as a proceeding in bankruptcy, condemnation or forfeiture), City, upon written notice to Developer, may do and pay for whatever is necessary to protect the value of the Property and City's rights in the Property. City's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although City may take action under this Section 6, City is not required to do so.

Any amounts disbursed by City under this Section 6 shall become additional debt of Developer secured by this Mortgage. Unless Developer and City agree to other terms of payment, these amounts shall bear interest from the date of disbursement at a rate equal to the interest rate on the Note and shall be payable, with interest, upon notice from City to Developer requesting payment.

7. INSPECTION. City or its agent may make reasonable entries upon and inspections of the Property upon reasonable prior notice that specifies reasonable cause for such entry and inspection to Developer subject to the rights of tenants pursuant to any leases. City shall use reasonable efforts to avoid disturbing business operations on the Property during such inspections.

8. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to City subject to the following paragraph.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Developer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Developer and City otherwise agree in writing, if any, the sums secured by this Mortgage shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Developer. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Developer and City otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

9. FORBEARANCE BY CITY NOT A WAIVER. Any forbearance by City in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. SUCCESSORS AND ASSIGNS BOUND. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of City and Developer.

11. NOTICES. Any notice to Developer provided for in this Mortgage shall be given by delivering it personally or by mailing it by first class United States mail, postage prepaid, return receipt requested. The notice shall be directed to Developer at 19830 Polk Street, Elk River, MN 55330, Attn: Patrick Menth, or any other address Developer designates by notice to City. Any notice to City shall be given or mailed to 13065 Orono Parkway, Elk River, Minnesota 55330, Attn: City Administrator, or any other address City designates by notice to Developer. Any notice provided for in this Mortgage shall be deemed to have been given to Developer or City when given as provided in this paragraph.

12. GOVERNING LAW; SEVERABILITY. This Mortgage shall be governed by the law of the State of Minnesota. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Mortgage and the Note are declared to be severable.

13. BORROWER'S RIGHT TO REINSTATE. If Developer meets certain conditions, Developer shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of: (a) 5 days before sale of the Property pursuant to any power of sale contained in this Mortgage; or (b) entry of a judgment enforcing this Mortgage. Those conditions are that Developer: (a) pays City all sums which then would be due under this Mortgage and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Mortgage, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as City may reasonably require to assure that the lien of this Mortgage, City's rights in the Property and Developer's obligation to pay the sums secured by this Mortgage shall continue unchanged. Upon reinstatement by Developer, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

14. HAZARDOUS SUBSTANCES. Developer shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property, except those solvents, oils, cleaning materials, and other substances as are used in the ordinary course of Developer's business. Developer shall not do, and will use its best efforts not to allow anyone else to do, anything affecting the Property that is in violation of any environmental law.

Developer shall promptly give City written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Developer has actual knowledge. If Developer learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Developer shall promptly take all necessary remedial actions in accordance with that environmental law.

As used in this Section 14, "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Section 14, "environmental law" means federal or state laws that relate to environmental protection.

15. ACCELERATION; REMEDIES. City shall give notice to Developer prior to acceleration following Developer's breach of any covenant or agreement in this Mortgage. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Developer by which the default must be cured, provided, however, if Developer is diligently pursuing a cure, Developer shall have such additional time as is reasonably necessary to complete the cure; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Developer of the right to reinstate after acceleration and sale. If the default is not cured on or before the date specified in the notice, City at its option may require immediate payment in full of any sums secured by this Mortgage without further demand and may invoke the power of sale and any other remedies permitted by law. City shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 15, including, but not limited to, reasonable attorneys' fees.

If City invokes the power of sale, City shall cause a copy of a notice of sale to be served upon any person in possession of the Property. City shall publish a notice of sale, and the Property shall be sold at public auction in the manner prescribed by law. City or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage; and (c) any excess to the person or persons legally entitled to it.

16. RELEASE OF MORTGAGE. Upon the earlier of (a) the payment in full of the \$200,000 loan from the Economic Development Authority of the City of Elk River, a public body corporate and politic of the State of Minnesota, by the Company (as defined in the Development Assistance Agreement), or (b) the issuance by the City of a certificate of occupancy to the Project (as defined in the Development Assistance Agreement), City shall discharge this Mortgage without charge to Developer. Developer shall pay any recordation costs.

17. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN DEVELOPER. If Developer sells or conveys all or any part of the Property or any interest in the Property (or if a beneficial interest in Developer is sold or transferred and Developer is not a national person) without City's prior written consent, City may, at its option, require immediate payment in full of all sums secured by this Mortgage as set forth in the Note.

18. ADDITIONAL COVENANTS. Developer covenants: (a) to warrant title to the Property, (b) to pay all other mortgages, liens, charges or encumbrances against the Property as and when they become due, (c) to pay the indebtedness of the Note as herein provided, (d) to pay all real estate taxes on the Property (e) that the Property shall be kept in repair and no waste shall be committed as provided in Section 5, (f) to continuously maintain insurance in accordance with the provisions of the Development Assistance Agreement for so long as this Mortgage is in effect; and (g) that the whole of the principal sum shall become due after an Event of Default related to the payment of any installment of principal or interest, or of any tax, or in the performance of any other covenant, at the option of City; provided, however, that if City declares an Event of Default and requires payment in full of all sums secured by this Mortgage, then Developer may, in its sole discretion, elect to convey title to the Property to City and, in that event, City shall forgive the unpaid balance of all sums secured by this Mortgage and release Developer from its obligations under this Mortgage, the Note and the Development Assistance Agreement without further liability.

This Mortgage was duly executed by Developer on the date and year first written above.

PLM PROPERTIES, LLC

By _____
Its _____

STATE OF MINNESOTA)
)ss
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as the _____ of PLM Properties, LLC, a Minnesota limited liability company.

Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (GAF)
100 S 5th St., Suite 700
Minneapolis, Minnesota 55402
(612) 337-9300

**EXHIBIT A
TO MORTGAGE
LEGAL DESCRIPTION**

That certain property located in the City of Elk River, Sherburne County, Minnesota, legally described as

[INSERT]

**EXHIBIT B
TO MORTGAGE
PERMITTED ENCUMBRANCES**



Request for Action

To
City Council

Item Number
10.1

Meeting Date
August 19, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Concept Review: The Specht Family Farm Housing
Development - Capstone Homes

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Provide the applicant with informal, non-binding, feedback regarding their proposed residential subdivision.

Background/Discussion

The applicant, Capstone Homes, is working with the owners of the Specht Farm regarding a potential residential subdivision. The site is unique in its location and has supported agricultural operations for many years. The project is bordered by Highway 10 to the east, the Oliver Kelley Farm to the south, the Mississippi River to the west, and existing residential and commercial uses to the north. The Comprehensive Plan guides the property for Mixed Residential and Highway Business Uses. The site is also adjacent to MnDOT's planned interchange at Twin Lakes Road and Highway 10.

Development Comments

First, access to the site will be from Highway 10, likely through interim access at 165th Ave at the location of the existing driveway. Long-term access will utilize a planned interchange on the north end of the site and a frontage road along the highway. How and when these access locations are utilized and improved is an ongoing conversation with MnDOT. City staff and the applicant have met with MnDOT traffic and planning staff to discuss access, but this will continue to be a topic of discussion as improvements will be required to support the volume of traffic expected from a residential development of this size.

Second, the entire southern boundary of the site abuts the Oliver Kelley Farm. The property is owned by the MN Historical Society (MNHS) and is on the National Register of Historic Places. MNHS staff have expected development of the site, and their primary concern is how the two properties interact along the property line. City staff introduced the project to the MNHS to begin these conversations and outline the development review process and comment opportunities moving forward. A comment letter is attached.

Third, the Comprehensive Plan guides much of this site for Mixed Residential. This includes guidance for multiple housing types - including single-family detached homes, townhomes, and duplexes. Requiring a range of housing types was intended to address affordability concerns by providing options for future residents. The current concept shows predominantly single-family homes connected to city utilities. The concept plan also includes a small area of commercial near the proposed interchange. This area is included in the

The Elk River Vision

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



Comprehensive Plan and is intended to provide commercial opportunities near the planned interchange.

Finally, with the location along the Mississippi River, there is a significant opportunity to connect the community to the river. The concept plan includes a large park below the bluff in the lower elevations and a trail system through the subdivision. The Park and Recreation Commission reviewed the project on August 14, 2024, and would like to have further conversations regarding the park and trail amenities for this development. These conversations will continue if the project moves forward in the review process.

Staff requests the city council discuss the items outlined above and expand their discussion based on developer feedback. The goal of the concept review process is to provide the applicant with informal feedback to guide further development of their project.

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - agile

Opportunity to live, work, and play

Responsibly grow

Attachments

1. Applicant's Narrative
2. Location Map
3. Project Boundary Exhibit
4. Specht Family Farm Concept Plan
5. MNHS Letter
6. Presentation
7. Concept Review Presentation

Capstone Homes is presenting for consideration a plan, to develop 250 acres of Mississippi Riverfront, into an exciting new mixed residential community. The Specht Family Farm is located at 16330 US Highway 10, running adjacent to the Mississippi River. The Mississippi River creates extraordinary opportunities as we consider the neighborhood's design.

The City of Elk River adopted an amended Comprehensive Plan update in 2023. In the plan, the Specht Family Farm is guided for a Mixed Residential Neighborhood. As guided by the Comprehensive Plan, this type of neighborhood would primarily consist of a variety of residential homes. Capstone has a diverse house plan mix that will meet this requirement and fill the moderately sized lots. Capstone has begun the process of designing and engineering this site to meet the desired comprehensive plans goals while providing careful consideration of the Mississippi River corridor. During the initial portion of design review, Capstone and our team will be seeking feedback from the city regarding the nature and direction of design for the neighborhood.

Details associated with this Neighborhood development plan will be shared for review by City Staff, Planning Commissioners, and City Council members as we begin the design process. We look forward to meeting with, and seeking feedback at the upcoming Workshop where we will present our initial base plan and a vision for meeting the growing residential needs of Elk River.



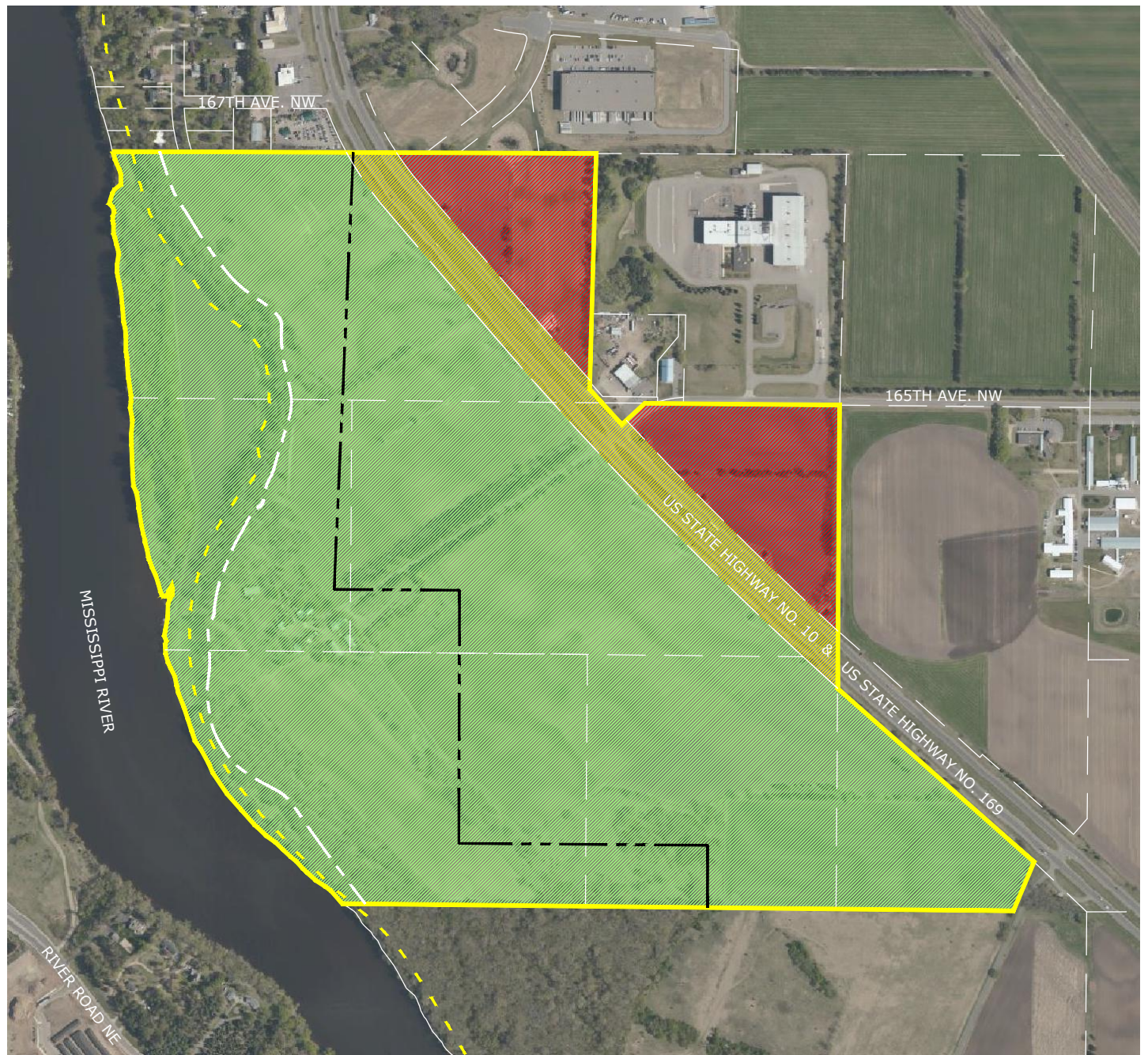
Project Location Map

Capstone Homes

Concept Review

Case No: CR 24-05

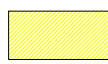




SITE DATA

TOTAL SITE AREA ————— ±299.51 AC.

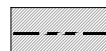
 SELLER'S RETAINED PROPERTY ————— ±31.52 AC.

 HIGHWAY ROW (SELLER'S RETAINED PROPERTY) ————— ±18.57 AC.

 GROSS AREA TO BE PURCHASED ————— ±249.42 AC.

NET AREA (BUILDABLE ACRES) ————— ±209.82 AC.
(GROSS AREA—FLOODWAY AREA—AREA BELOW BLUFF)
(±249.42 - (±27.19+±12.41)= ±209.82)

LEGEND

 WILD SCENIC RIVER DISTRICT

 PROPOSED TOP OF BLUFF

 SITE BOUNDARY

 FLOODWAY

0 150 300 600

Dated:04/25/2024

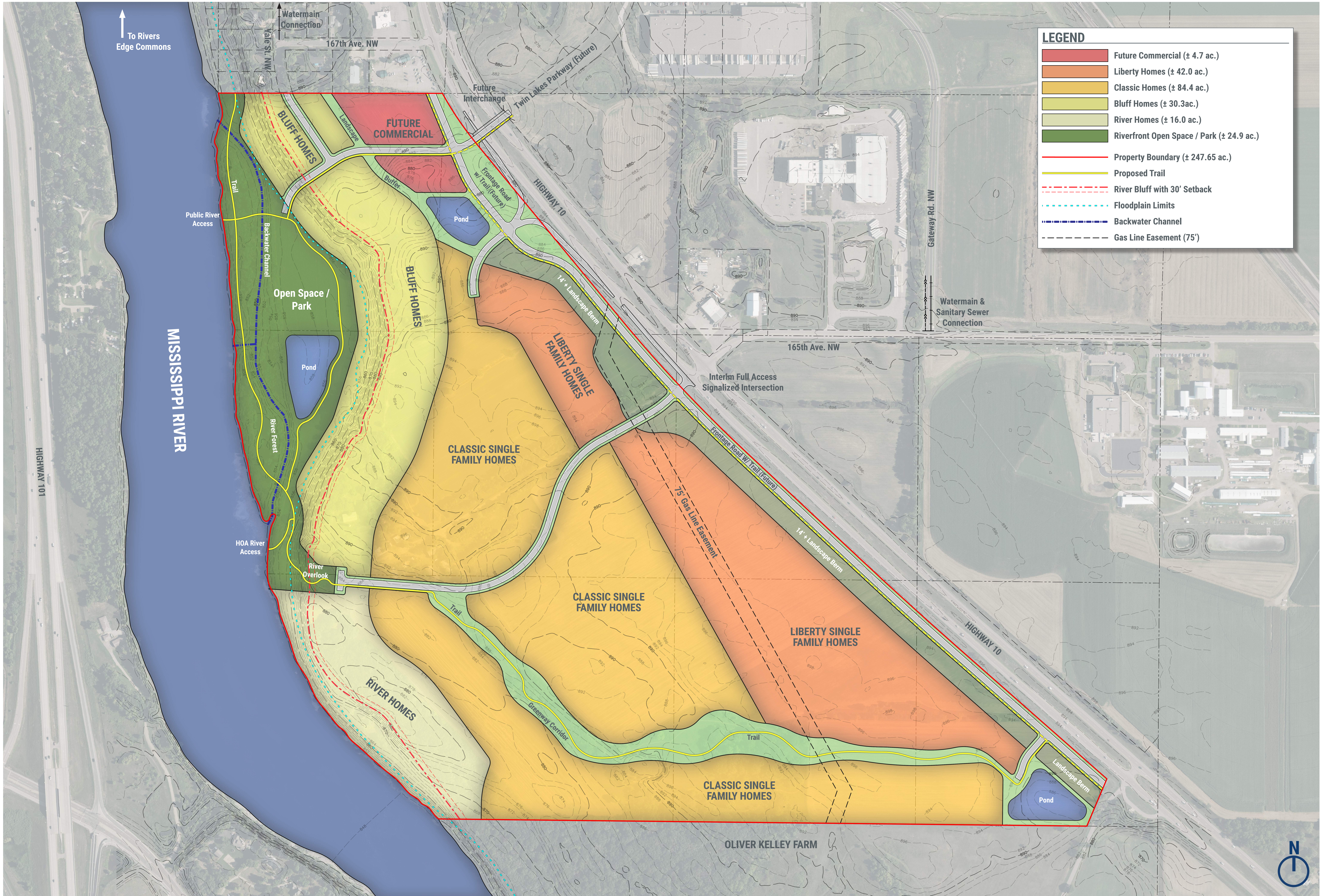


**CARLSON
McCAIN**

ENGINEERING \ SURVEYING \ ENVIRONMENTAL

**BOUNDARY EXHIBIT
of SPECHT FARM**
Elk River, Minnesota

CAPSTONE HOMES
14015 Sunfish Lake Blvd.
Suite 400
Ramsey, MN 55303





July 22, 2024

Zack Carlton
Community Development Director
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330

Dear Zack,

Thank you for reaching out to the Minnesota Historical Society (MNHS) regarding the development plan for the Specht property adjacent to the Oliver H Kelley Farm in Elk River. We appreciate the opportunity to review preliminary concepts and provide feedback to ensure that the proposed development protects the Oliver H Kelley Farm, a historic site that holds statewide and national significance, while benefiting the future of the Elk River community.

The Oliver H Kelley Farm is a significant part of the historical landscape of Minnesota and the surrounding community. Operated by the Minnesota Historical Society, this site has held stories, memories, and meanings for many different groups of people across its history. The site is part of the statutorily-defined Historic Sites Network, outlined in Minnesota Statutes, Section 138.662, Subdivision 27. Its designation as a National Historic Landmark, the highest designation by the US Department of the Interior, in 1964, has enabled us to preserve and present these stories to audiences who seek deep and authentic engagement with the past. As a result of this mission-driven work, we are proud to share that the farm today holds wide appeal for school children, agricultural organizations, history enthusiasts, and family audiences alike.

Part of this appeal arises from our ability to recreate and reanimate, at scale, the 1860s home farmstead of Oliver Hudson Kelley and his family. Our visitors come to the site with the expectation that they can step back in time and experience a mid-nineteenth century farm at its peak. A housing development within view will no doubt impact this experience, which is why we are eager to work together to explore ways to mitigate this impact.

One of the major concerns our site has in regards to a housing development on the adjacent property is viewshed or what the visual impact would be on the visitor experience at the site. Our visitors come to the site with an expectation that they can step back in time to see a farm operating in the 1860's. Having a housing development within view could have a significant impact. We do believe that there are ways to mitigate this impact through design of the site and we look forward to conversations about how this may be accomplished.

We are excited to learn that this development will include green space, parks, and trails. The Oliver H Kelley Farm is interested in connecting with a trail system for the benefit of the community and our visitors. We have some existing trails already on site and are interested in discussing how the site can be a part of further trail connections between the historic site and the region.

Again, thank you for the opportunity to comment and share our concerns regarding this proposed housing development. We look forward to working together as this proposal moves forward.

Sincerely,

David Kelliher
Vice President, Public Policy
Minnesota Historical Society

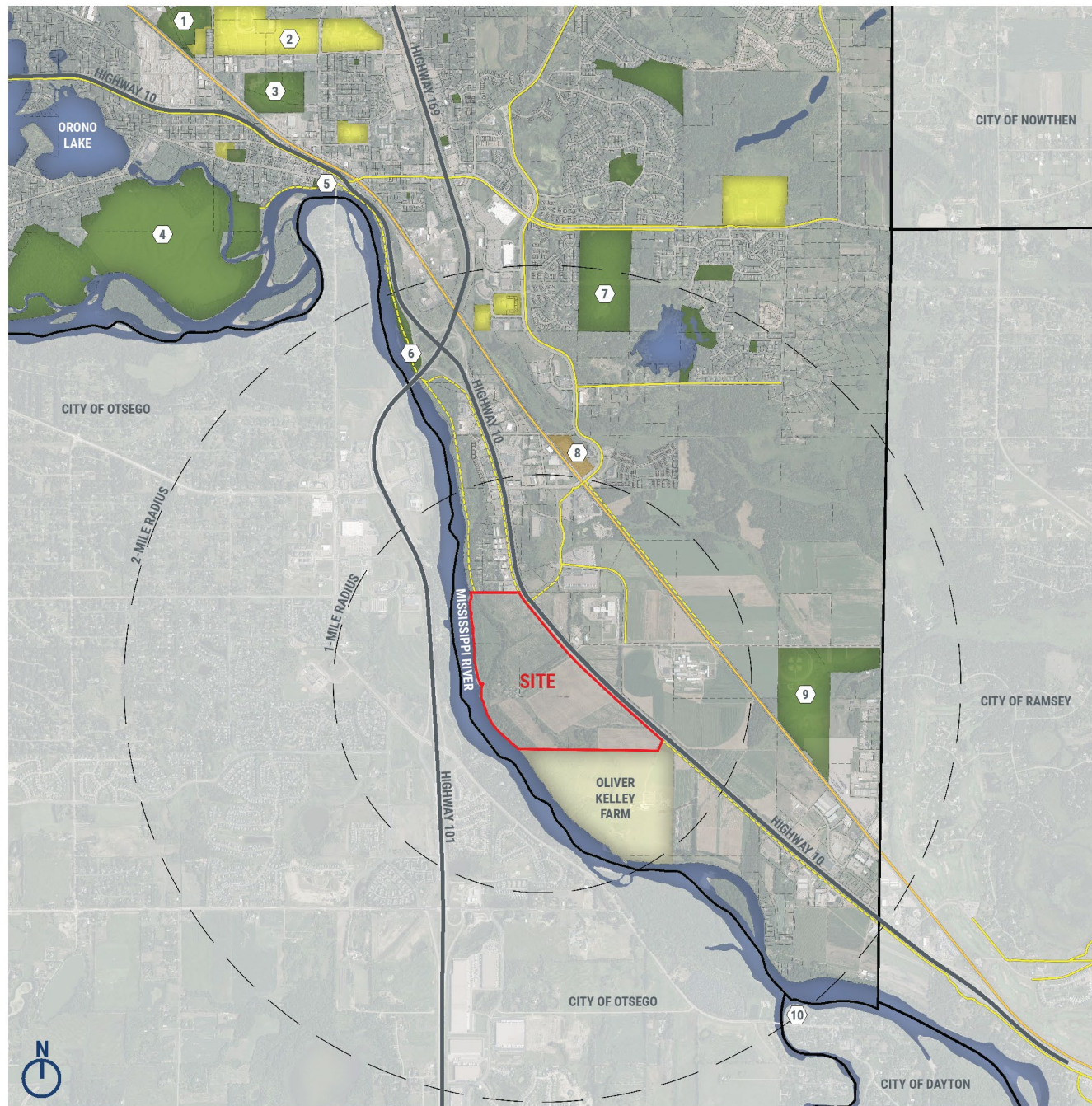
Alyssa Olson
Site Manager, Oliver H Kelley Farm Historic Site
Minnesota Historical Society

A photograph of a dirt path winding through a forest. The path is on the left, leading into the distance. A bicycle is parked on the left side of the path. The forest is dense with tall trees, and sunlight filters through the leaves on the right side, creating a bright, dappled light effect. The overall mood is peaceful and natural.

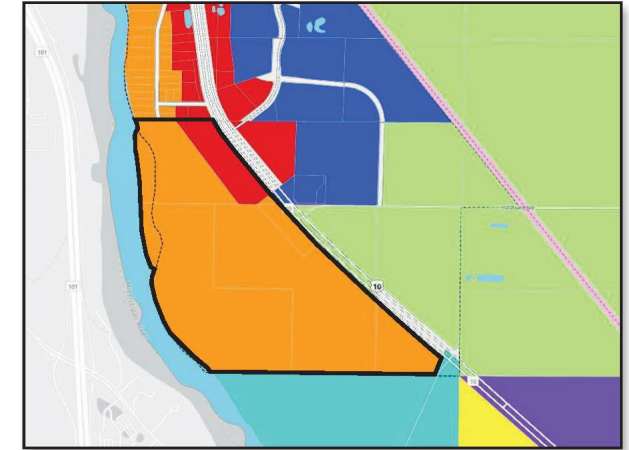
CAPSTONE

— H O M E S —

Specht Family Farm
Elk River, MN



2040 LAND USE MAP



LEGEND

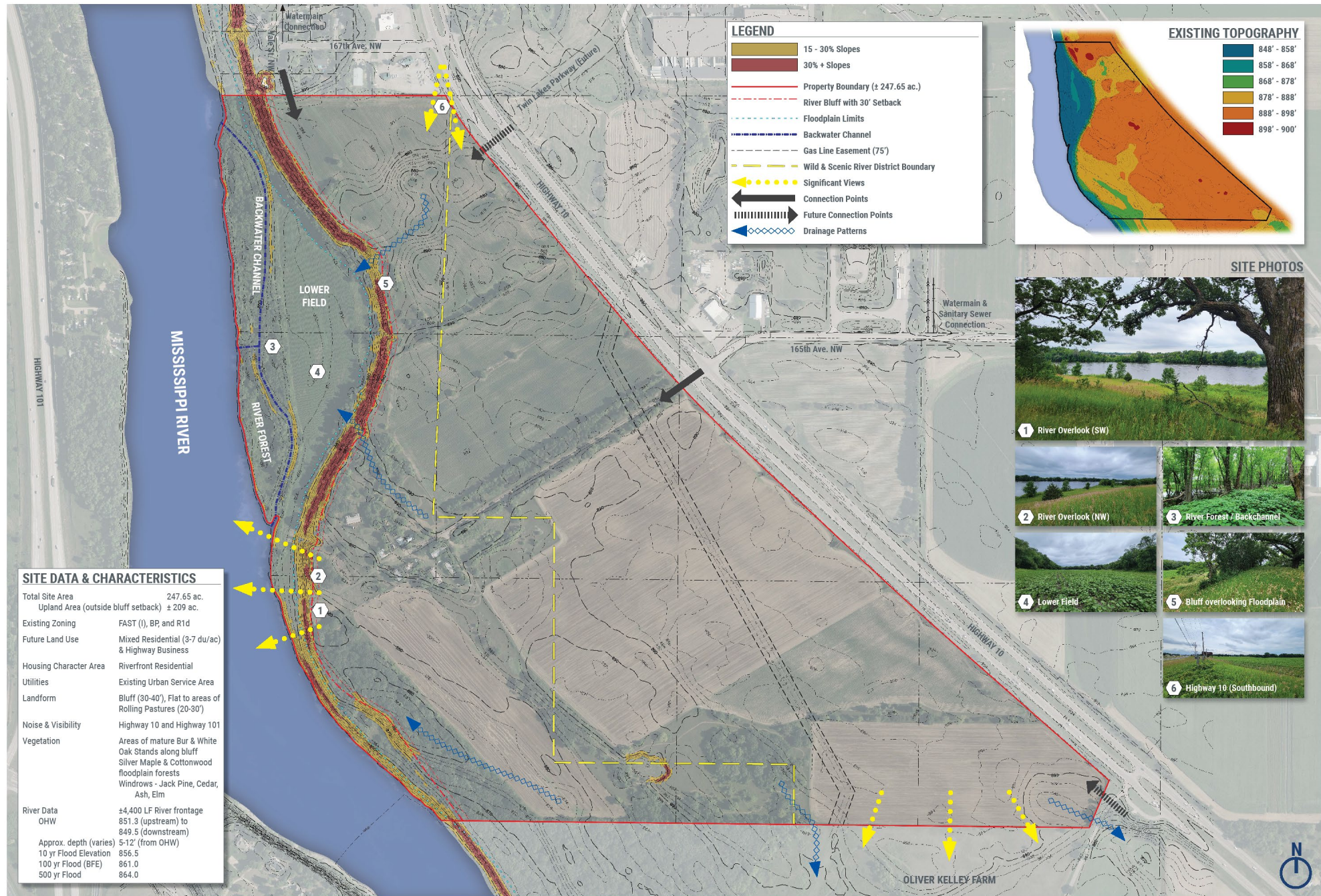


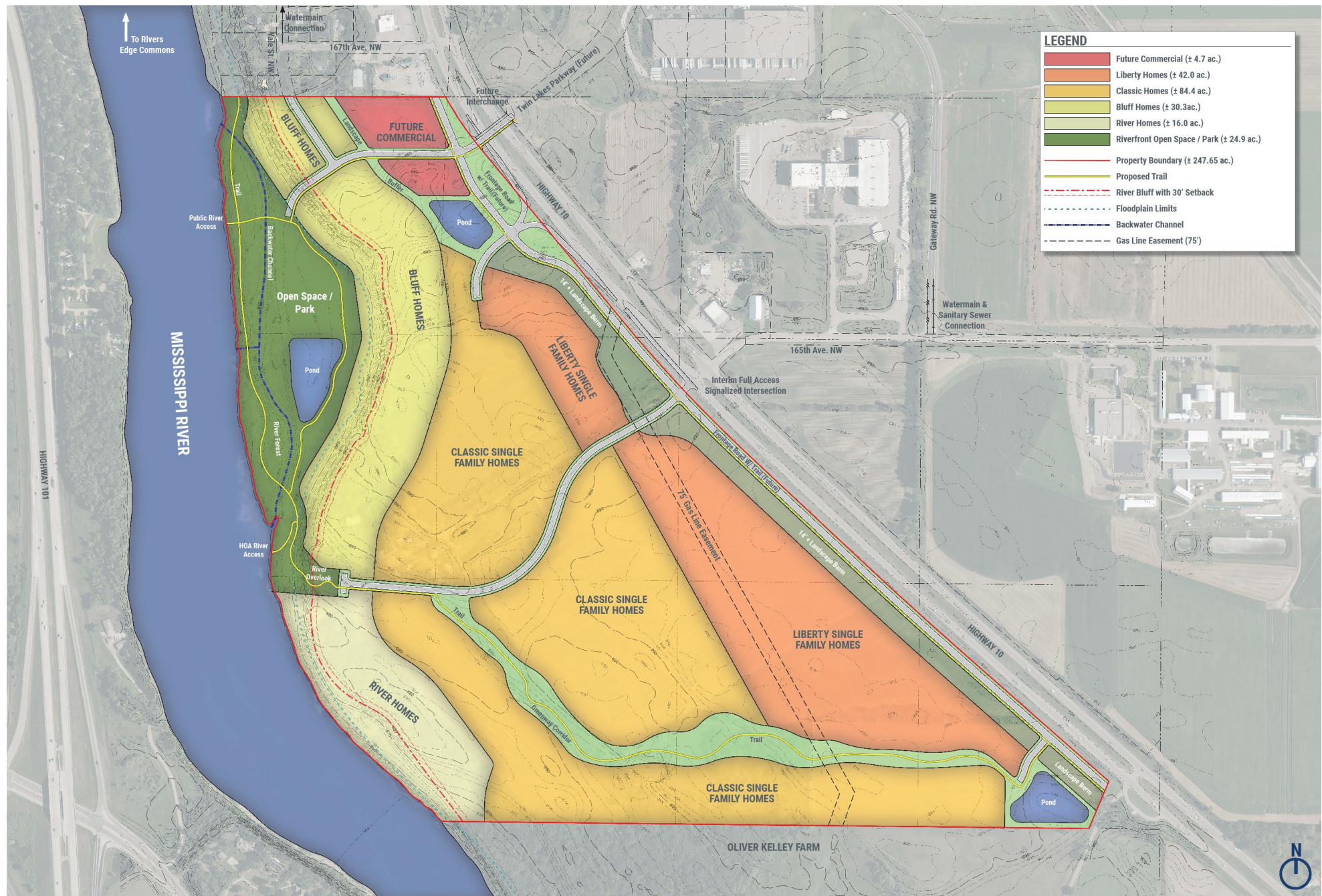
KEY

- | | |
|--------------------------------|--------------------------------------|
| 1 Oak Knoll Athletic Complex | 6 Boat Ramp - Babcock Memorial Park |
| 2 Elk River ISD 728 | 7 Hillside Park |
| 3 Lions Park | 8 Northstar Commuter Rail Station |
| 4 Bailey Point Nature Preserve | 9 Plants & Things Recreation Complex |
| 5 Rivers Edge Commons | 10 Boat Ramp - Dayton |

RIVERS EDGE COMMONS







CAPSTONE

— H O M E S —

Open Space Park



1 River Overlook (SW)

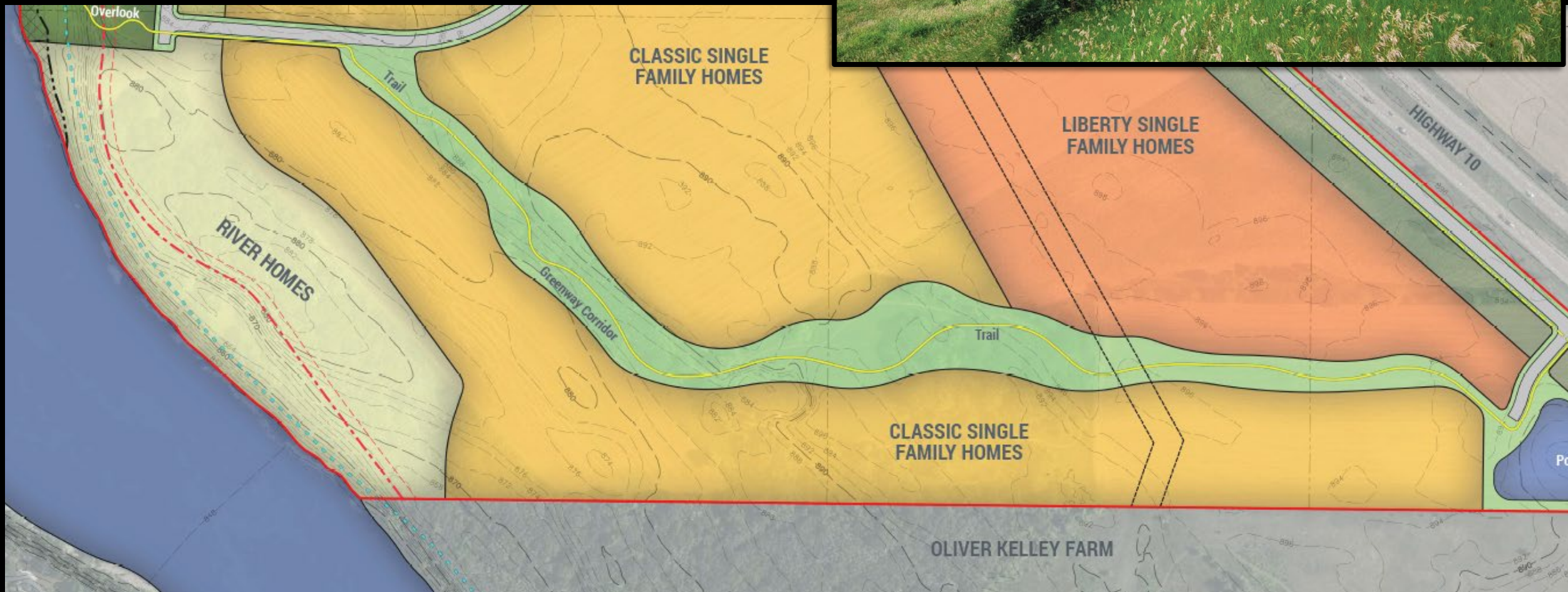
MISSISSIPPI RIVER



CAPSTONE

— H O M E S —

Trails, Oliver Kelly Farm



CAPSTONE

— HOMES —

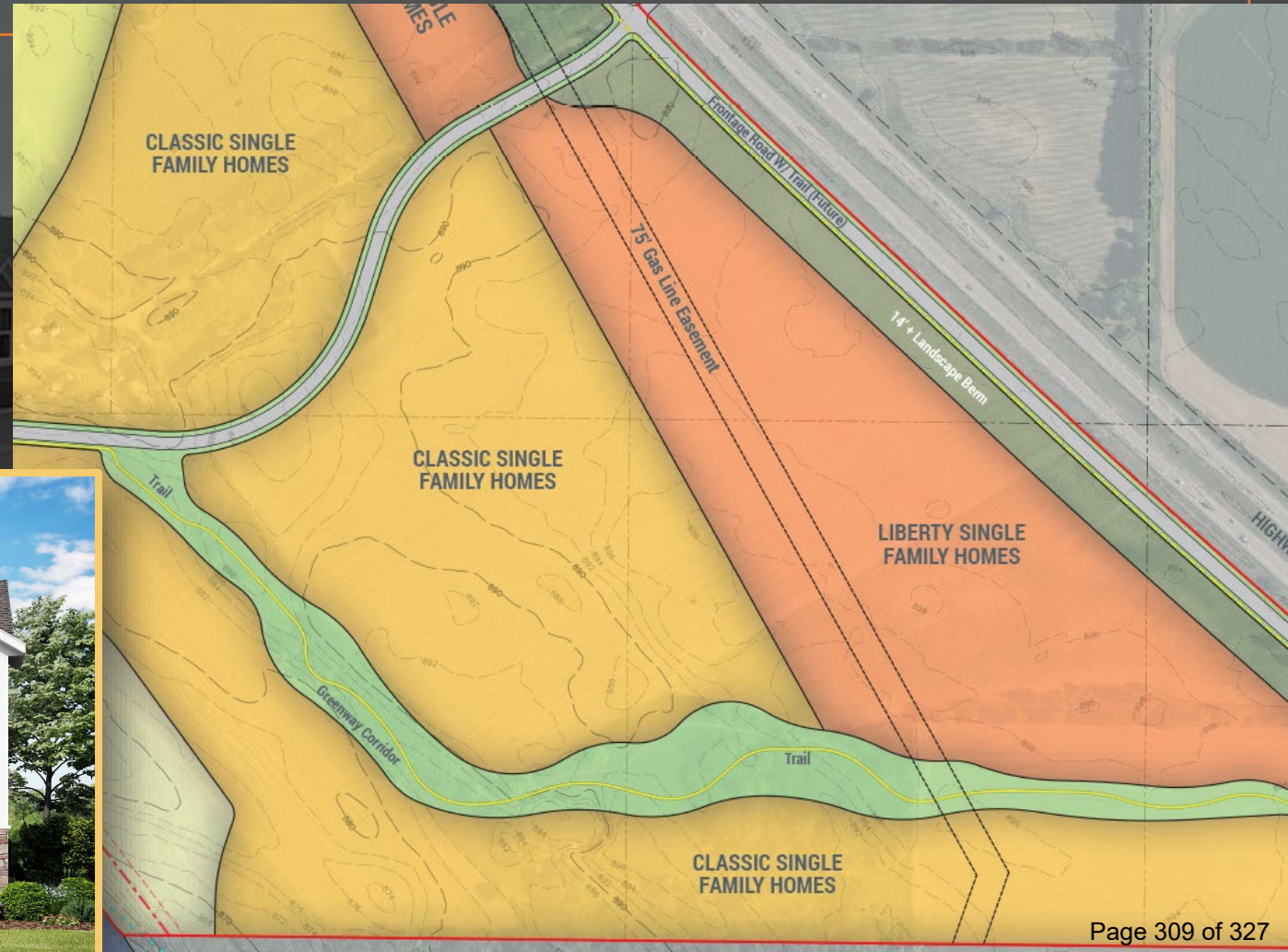
River and Bluff Single Family Homes



CAPSTONE

— HOMES —

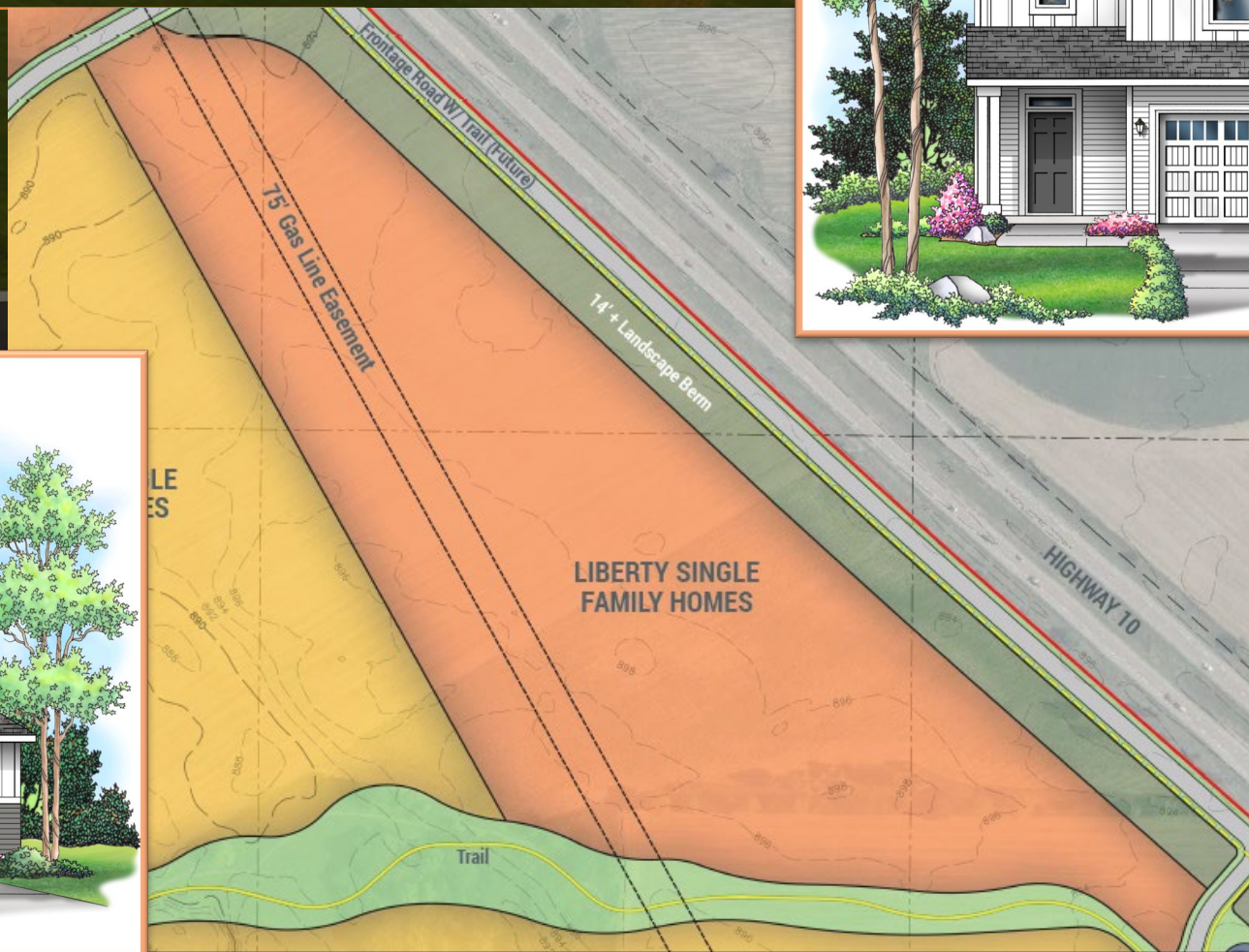
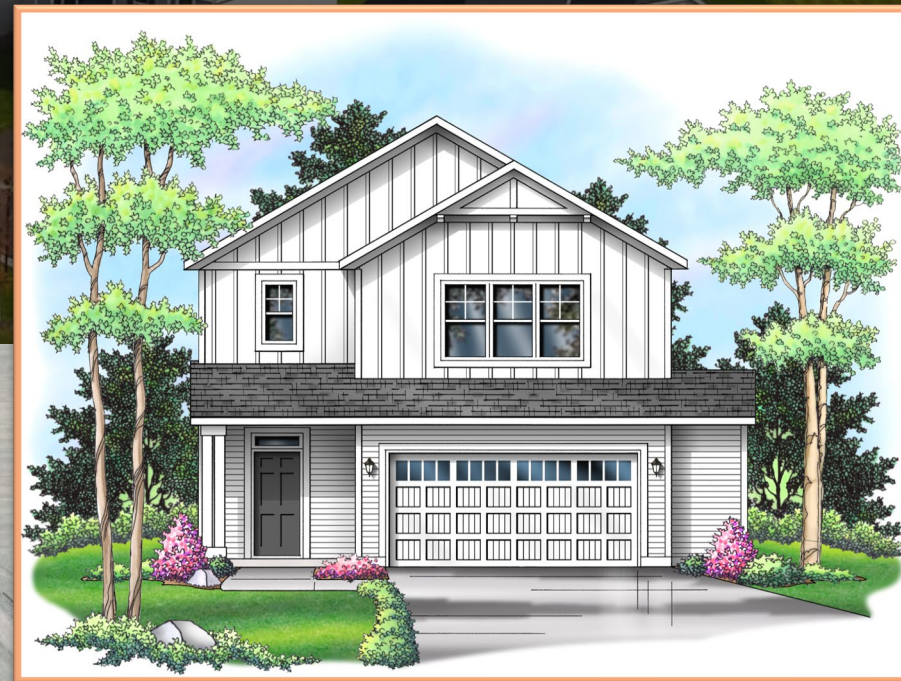
Classic Single-Family Homes



CAPSTONE

— HOMES —

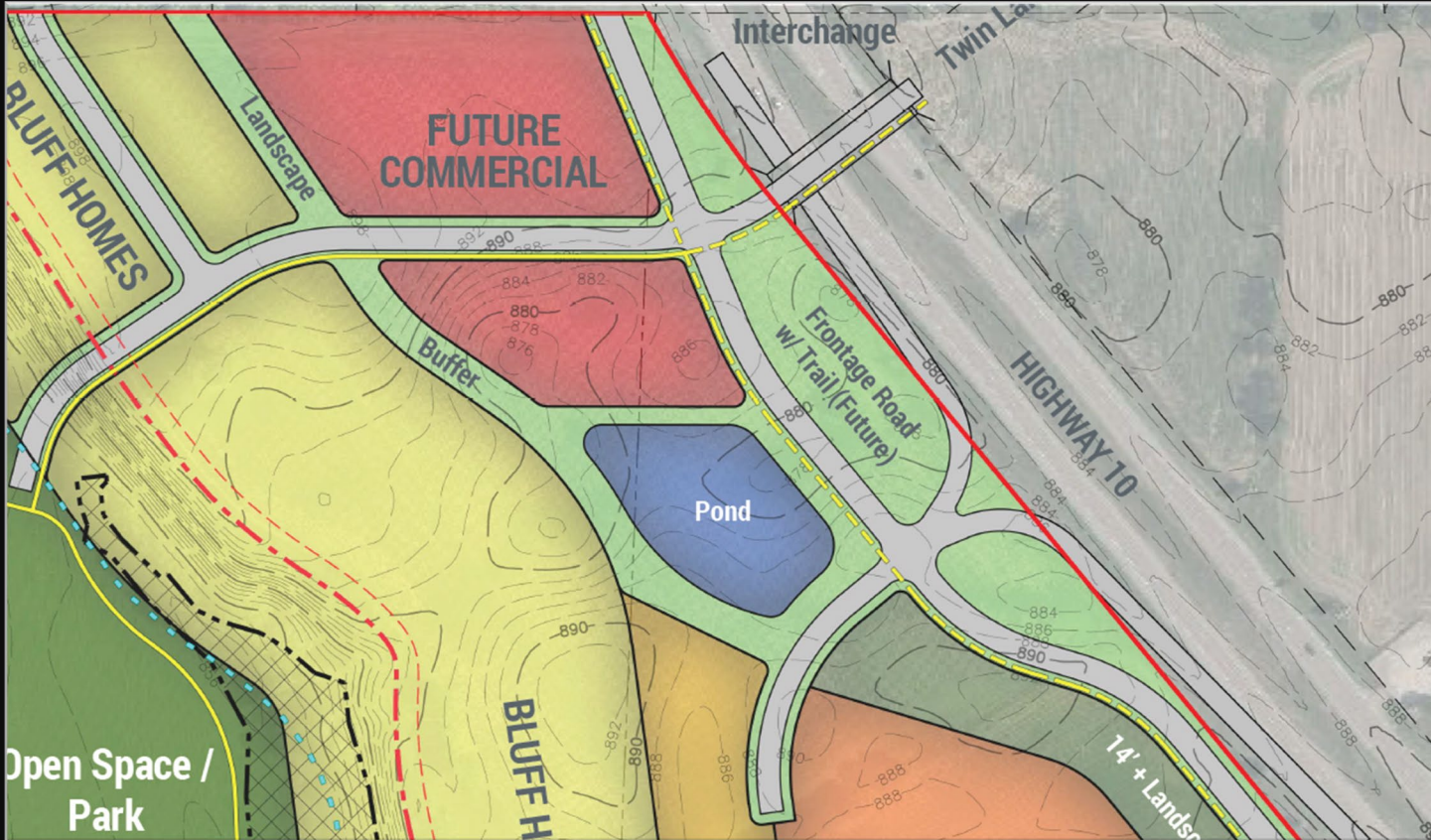
Liberty Single-Family Homes



CAPSTONE

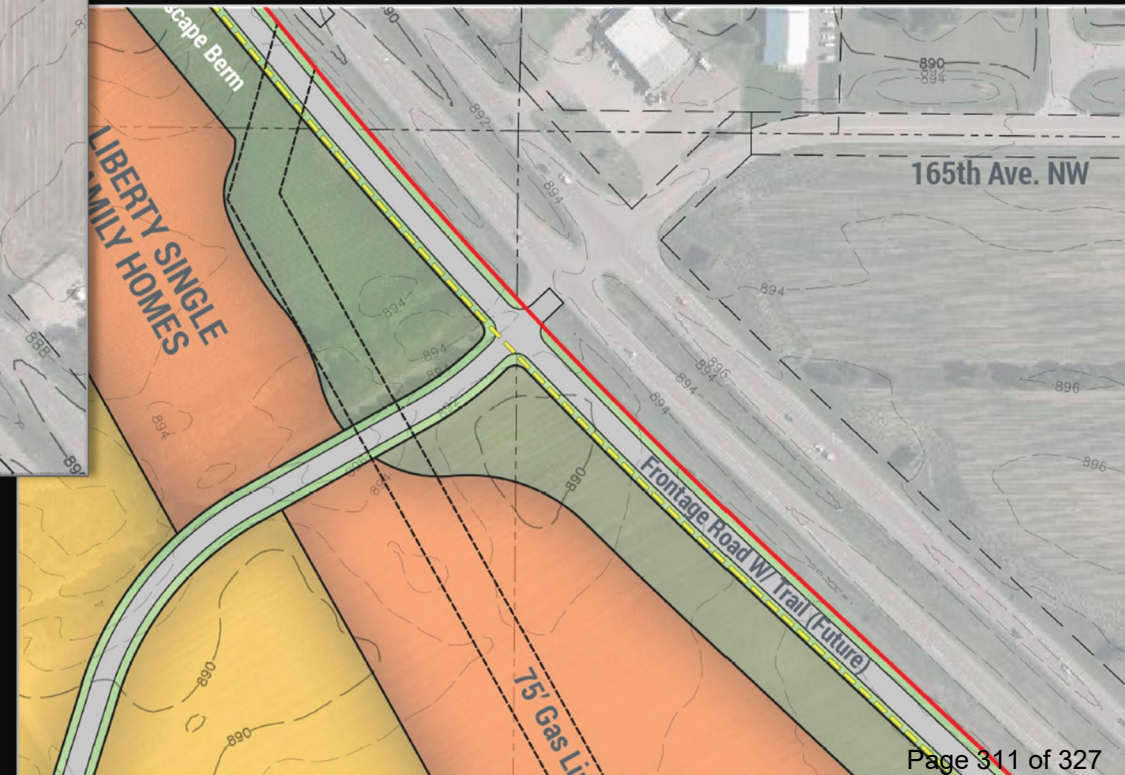
— HOMES —

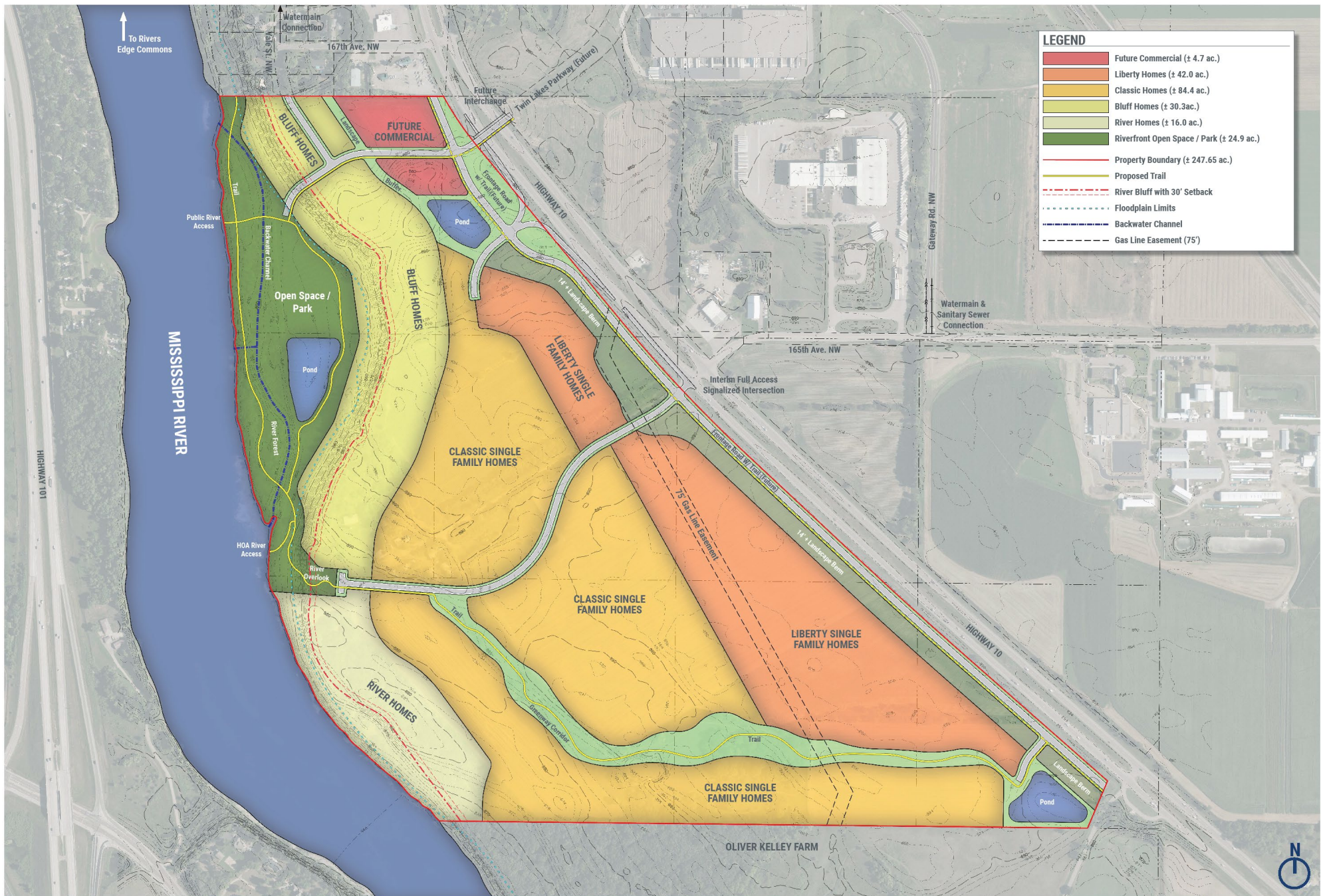
Interchange, Berm and Access



Future Twin Lakes Parkway Highway 10 Interchange

165th Ave NW Temp Access and Berm Area





CAPSTONE

— HOMES —



Concept Review Specht Farm Residential Project



Background

- Proposed single-family residential development
- Comprehensive Plan guides for Mixed Residential and Highway Business with city services.
- Utilities are available in the area but require extension.
- Parks Commission reviewed on August 14th.
 - Targeted areas for parks and trails.
- Abuts MNHS facility - Oliver Kelley Farm

Project Considerations

- Access to/from highway 10 and planning for the future interchange with Twin Lakes Road.
- Working with Kelley Farm to preserve the character of the facility while supporting residential development on subject site.
- Comprehensive Plan guidance – incorporate a range of housing types to meet the goals of the comp plan.
- Location along the Mississippi River – park amenities, and access for the public. Trails and park in addition to homes.

Action Requested

- Provide the applicant with informal, non-binding, feedback regarding the proposed project



Request for Action

To
City Council

Item Number
12.1

Meeting Date
August 19, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
Financial Report - July

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information only

Background/Discussion

This report is designed to provide summary information regarding the overall level of revenues and expenditures in the General Fund, the Multipurpose Facility Special Revenue Fund, and the Enterprise Funds. These funds provide an important picture of the city's financial health.

For the month of July, actual revenues (excluding property taxes and transfers in) and expenditures should run about 58% of the annual budget. It is natural for some of the items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from budget are highlighted below accompanied with a general discussion for the variance.

General Fund

Revenues:

- July revenues include the remaining first half property tax settlement.
- License & permit collections are at about 42% of budget estimates. July collections were primarily building-related permits and gravel mining licenses.
- Charges for services are about 83% of estimates with the school liaison contract with ISD 728 for the first half of the 2024-2025 school year, the second half of the Otsego fire contract, plan check fees, and recreation fees making up the majority of July collections.
- Transfers In consist of ERMU's 4% June monthly electric revenues and the budgeted transfers to the General Fund.

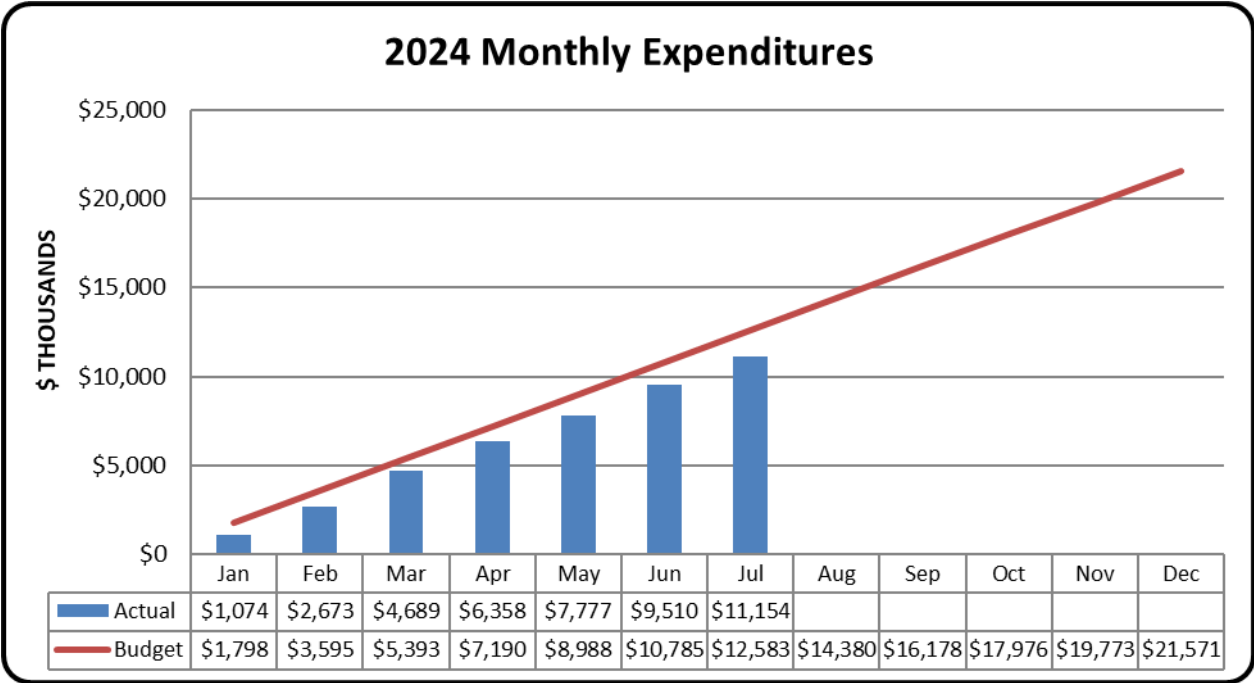
Expenditures:

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 52% of budget and most departments are within or below budget estimates.



Multipurpose Facility

Through the end of July, expenditures of \$894,637 exceeded revenues of \$887,713 by \$6,923. The majority of July collections consist of hockey and skating registrations, ice rent, facility rentals, and naming rights/sponsorships while expenditures are primarily attributable to personal services and utilities.

Financial Impact
N/A

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

Attachments
I. 07-2024 Financial Reports

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2024

101-GENERAL FUND

FINANCIAL SUMMARY

58.33% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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REVENUE SUMMARY

General Fund	21,570,600.00	4,425,880.09	11,495,826.78	53.29	10,074,773.22	11,051,766.46
TOTAL REVENUES	21,570,600.00	4,425,880.09	11,495,826.78	53.29	10,074,773.22	11,051,766.46
	=====	=====	=====	=====	=====	=====

EXPENDITURE SUMMARY

General Government

City Council	213,550.00	10,204.82	106,173.91	49.72	107,376.09	102,413.77
Communications	485,300.00	32,860.68	244,861.51	50.46	240,438.49	226,550.49
Administrative Services	721,850.00	52,956.97	398,376.97	55.19	323,473.03	365,831.82
Human Resources	426,550.00	52,847.56	227,059.13	53.23	199,490.87	213,091.42
Elections	75,500.00	8.60	25,641.85	33.96	49,858.15	6,213.68
Finance	800,750.00	55,598.26	486,945.68	60.81	313,804.32	426,574.85
Information Technology	731,500.00	50,600.33	329,939.39	45.10	401,560.61	301,585.29
Legal	275,000.00	41,680.78	179,709.48	65.35	95,290.52	133,506.91
Community Development	0.00	10.99	34,290.02	0.00	(34,290.02)	133,445.73
Planning	485,100.00	34,312.29	245,358.11	50.58	239,741.89	133,131.48
Building Maintenance	1,085,250.00	85,695.11	576,585.39	53.13	508,664.61	565,873.51
TOTAL General Government	5,300,350.00	416,776.39	2,854,941.44	53.86	2,445,408.56	2,608,218.95

Public Safety

Police Administration	1,175,550.00	57,667.61	800,045.51	68.06	375,504.49	693,735.24
Patrol	3,780,150.00	344,129.44	1,980,207.91	52.38	1,799,942.09	1,914,937.49
Investigations	1,430,850.00	126,446.51	646,543.17	45.19	784,306.83	703,942.23
Police Support Services	945,800.00	79,424.34	454,885.56	48.10	490,914.44	354,643.48
Police Reserves	16,550.00	620.04	1,390.10	8.40	15,159.90	5,221.02
Public safety building	229,500.00	20,914.79	96,798.04	42.18	132,701.96	108,457.41
Fire Administration	1,332,800.00	77,457.16	580,603.33	43.56	752,196.67	570,251.45
Fire Operations	630,450.00	26,150.76	292,190.69	46.35	338,259.31	390,888.54
Emergency Management	34,750.00	5,725.87	14,122.43	40.64	20,627.57	16,444.12
Building Safety	625,500.00	47,621.79	332,111.79	53.10	293,388.21	311,582.75
Code Enforcement	126,000.00	10,107.24	66,798.17	53.01	59,201.83	61,615.91
Environmental	101,700.00	10,516.51	67,116.07	65.99	34,583.93	53,278.46
TOTAL Public Safety	10,429,600.00	806,782.06	5,332,812.77	51.13	5,096,787.23	5,184,998.10

Public Works

Street Maintenance	1,742,150.00	107,607.65	857,189.06	49.20	884,960.94	770,966.45
Snow Removal	411,150.00	475.00	205,118.13	49.89	206,031.87	237,737.21
Equipment Services	397,300.00	34,575.28	218,308.20	54.95	178,991.80	194,666.74
Engineering	489,150.00	26,176.57	245,556.92	50.20	243,593.08	253,995.37
TOTAL Public Works	3,039,750.00	168,834.50	1,526,172.31	50.21	1,513,577.69	1,457,365.77

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2024

101-GENERAL FUND
FINANCIAL SUMMARY

58.33% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
Culture & Recreation						
Parks Department	1,743,700.00	145,996.02	862,412.54	49.46	881,287.46	740,954.78
Parks & Rec Admin	621,100.00	46,997.44	325,782.42	52.45	295,317.58	307,542.85
Recreation Programs	181,550.00	38,097.70	95,177.66	52.43	86,372.34	91,075.88
Farmers Market	9,500.00	1,224.94	7,696.55	81.02	1,803.45	5,820.90
Sr Citizen Programs	196,000.00	17,207.40	110,082.09	56.16	85,917.91	93,911.78
TOTAL Culture & Recreation	2,751,850.00	249,523.50	1,401,151.26	50.92	1,350,698.74	1,239,306.19
Economic Development						
Economic Development	0.00	125.59	23,412.92	0.00 (	23,412.92)	29,799.50
Energy City	49,050.00	2,102.72	15,224.32	31.04	33,825.68	29,172.08
TOTAL Economic Development	49,050.00	2,228.31	38,637.24	78.77	10,412.76	58,971.58
General						
TOTAL EXPENDITURES	21,570,600.00	1,644,144.76	11,153,715.02	51.71	10,416,884.98	10,548,860.59
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,781,735.33	342,111.76	(	342,111.76)	502,905.87

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2024

101-GENERAL FUND

58.33% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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General Fund

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Taxes

101-3-0000-3111 Current Ad Valorem Taxes	14,917,700.00	2,286,970.92	7,619,611.79	51.08	7,298,088.21	7,201,889.90
101-3-0000-3112 Delinquent Ad Valorem Taxes	0.00	47,038.78	49,612.24	0.00 (	49,612.24)	28,680.86
101-3-0000-3121 Gravel Tax	225,000.00	0.00	13,155.99	5.85	211,844.01	8,943.23
101-3-0000-3131 Penalties/Interest	0.00	1,696.65	2,449.11	0.00 (	2,449.11)	251.38
TOTAL Taxes	15,142,700.00	2,335,706.35	7,684,829.13	50.75	7,457,870.87	7,239,765.37

Licenses & Permits

101-3-0000-3211 Liquor License	82,000.00	5,200.00	77,645.00	94.69	4,355.00	77,630.00
101-3-0000-3212 THC License	4,000.00	0.00	400.00	10.00	3,600.00	2,400.00
101-3-0000-3213 Cigarette License	4,000.00	0.00	450.00	11.25	3,550.00	300.00
101-3-0000-3214 Rental License	65,000.00	1,680.00	30,610.00	47.09	34,390.00	39,810.00
101-3-0000-3216 Mining License	26,000.00	20,259.55	26,887.75	103.41 (	887.75)	26,842.75
101-3-0000-3217 Garbage Hauler License	2,500.00	0.00	2,505.00	100.20 (	5.00)	765.00
101-3-0000-3218 Other Business License/Permit	16,000.00	1,500.00	13,490.00	84.31	2,510.00	8,370.00
101-3-0000-3229 NPDES Permit	23,000.00	2,275.00	5,950.00	25.87	17,050.00	5,075.00
101-3-0000-3231 Building Permit	600,000.00	46,339.35	190,034.75	31.67	409,965.25	324,062.50
101-3-0000-3232 Plumbing/Heating Permit	160,000.00	17,389.83	61,631.99	38.52	98,368.01	170,368.49
101-3-0000-3233 Permit Surcharge	700.00	2,996.44	5,813.38	830.48 (	5,113.38)	3,222.71
101-3-0000-3235 Animal License	0.00	100.00	200.00	0.00 (	200.00)	560.00
101-3-0000-3237 Other Non-Business Lic/Permit	25,000.00	1,180.00	6,571.19	26.28	18,428.81	17,645.00
TOTAL Licenses & Permits	1,008,200.00	98,920.17	422,189.06	41.88	586,010.94	677,051.45

Intergovernmental Rev

101-3-0000-3311 Federal Grant	0.00	0.00	0.00	0.00	0.00	308.70
101-3-0000-3322 MV Credit	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-3-0000-3323 Fire State Aid	230,000.00	0.00	3,000.00	1.30	227,000.00	4,000.00
101-3-0000-3325 Police 2% Aid	340,000.00	0.00	0.00	0.00	340,000.00	0.00
101-3-0000-3326 Police Training Reimb	35,000.00	0.00	0.00	0.00	35,000.00	0.00
101-3-0000-3329 State Crime Prevention Grant	48,000.00	20,586.04	31,545.97	65.72	16,454.03	21,236.32
101-3-0000-3330 Other State Grants	0.00	0.00	12,396.61	0.00 (	12,396.61)	0.00
TOTAL Intergovernmental Rev	659,000.00	20,586.04	46,942.58	7.12	612,057.42	25,545.02

Charges for Services

101-3-0000-3412 Planning & Zoning Fees	25,000.00	2,531.25	17,245.00	68.98	7,755.00	13,581.50
101-3-0000-3413 Plan Check Fee	250,000.00	17,733.84	80,917.06	32.37	169,082.94	151,621.24
101-3-0000-3415 Special Assessment Search	500.00	60.00	120.00	24.00	380.00	65.00
101-3-0000-3417 Copies	1,500.00	34.03	734.81	48.99	765.19	668.38
101-3-0000-3430 Lockout Fees	3,500.00	140.00	1,068.00	30.51	2,432.00	1,660.00
101-3-0000-3431 Police Services	45,000.00	320.00	11,966.82	26.59	33,033.18	13,820.00
101-3-0000-3432 School Liaison	183,000.00	89,567.50	183,124.26	100.07 (	124.26)	90,492.68
101-3-0000-3434 Animal Impound Fee	500.00	0.00	350.00	70.00	150.00	300.00
101-3-0000-3436 Fire Contracts	400,000.00	211,205.50	470,798.46	117.70 (	70,798.46)	238,139.39
101-3-0000-3437 Fire Services	3,000.00	0.00	1,009.34	33.64	1,990.66 (	300.00)
101-3-0000-3451 Street Services	35,000.00	6,222.50	22,040.00	62.97	12,960.00	11,652.50

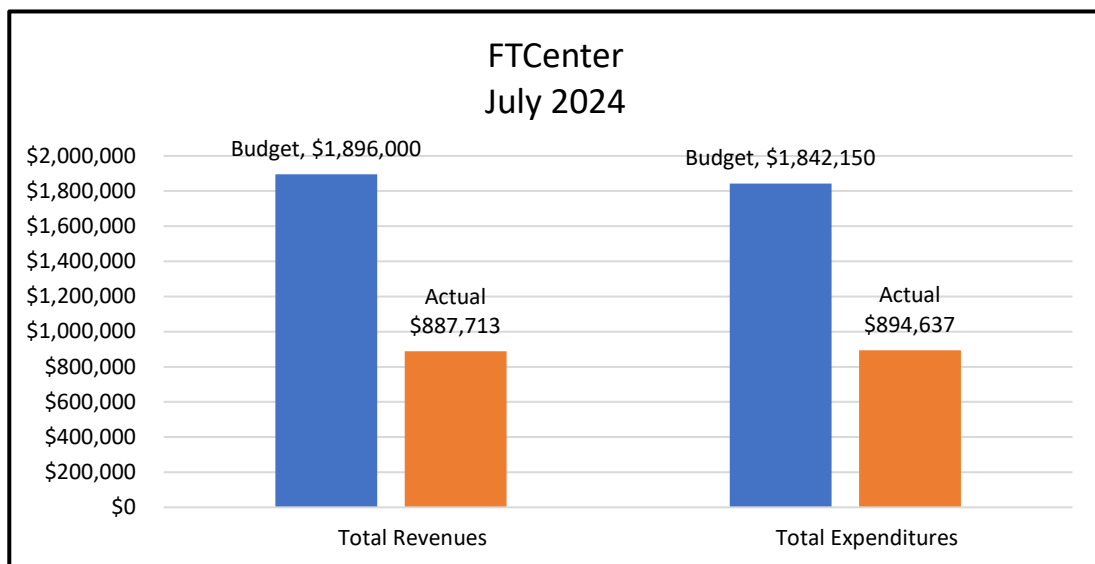
101-GENERAL FUND

58.33% OF YEAR COMPLETED

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
101-3-0000-3452 Engineering Services Reimb	20,000.00	5,065.00	5,065.00	25.33	14,935.00	14,635.45
101-3-0000-3461 Recreation Fees	50,000.00	2,703.00	35,699.04	71.40	14,300.96	45,259.02
101-3-0000-3462 Sr Center Activities	43,000.00	3,694.79	24,528.89	57.04	18,471.11	27,971.05
101-3-0000-3463 Farmer's Market	12,000.00	6,505.00	30,560.55	254.67 (	18,560.55)	25,350.86
101-3-0000-3469 Elk RiverFest	20,000.00	8,983.39	21,468.00	107.34 (	1,468.00)	24,023.05
101-3-0000-3472 Park Use Fee	40,000.00	4,927.16	40,955.84	102.39 (	955.84)	31,202.54
101-3-0000-3483 Sewer Inspection Fee	15,000.00	2,780.00	9,720.00	64.80	5,280.00	8,660.00
101-3-0000-3484 Contractor License Check	1,200.00	120.00	535.00	44.58	665.00	375.00
TOTAL Charges for Services	1,148,200.00	362,592.96	957,906.07	83.43	190,293.93	699,177.66
Fines & Forfeits						
101-3-0000-3510 Court Fines	150,000.00	14,538.81	82,039.80	54.69	67,960.20	79,484.18
101-3-0000-3512 Ordinance Violations	0.00	600.00	600.00	0.00 (	600.00)	3,100.00
TOTAL Fines & Forfeits	150,000.00	15,138.81	82,639.80	55.09	67,360.20	82,584.18
Special Assessments						
Other Revenue						
101-3-0000-3621 Interest Income	150,000.00	0.00	105,861.88	70.57	44,138.12	95,719.41
101-3-0000-3625 Refunds & Reimbursements	145,000.00	6.99 (	10,222.41)	7.05-	155,222.41 (	1,048.82)
101-3-0000-3626 Contributions	25,000.00	0.00	25,750.00	103.00 (	750.00)	42,260.00
101-3-0000-3629 Miscellaneous Revenue	10,000.00	2,756.07	7,144.94	71.45	2,855.06	4,820.83
TOTAL Other Revenue	330,000.00	2,763.06	128,534.41	38.95	201,465.59	141,751.42
Other Financing Sources						
Transfers In						
101-3-0000-3921 Transfers	0.00	0.00	224.52	0.00 (	224.52)	748.79
101-3-0000-3926 Transfer-Capital Outlay Reserv	89,000.00	89,000.00	97,500.00	109.55 (	8,500.00)	78,500.00
101-3-0000-3942 Transfer-WWTS	175,000.00	175,000.00	175,000.00	100.00	0.00	170,000.00
101-3-0000-3943 Transfer-Liquor	1,000,000.00	1,000,000.00	1,000,000.00	100.00	0.00	1,000,000.00
101-3-0000-3944 Transfer-Garbage	250,000.00	58,000.00	58,000.00	23.20	192,000.00	56,500.00
101-3-0000-3945 Transfer-Utilities	1,400,000.00	133,172.70	707,061.21	50.50	692,938.79	745,142.57
101-3-0000-3946 Transfer-Stormwater	135,000.00	135,000.00	135,000.00	100.00	0.00	135,000.00
101-3-0000-3948 Transfer-EDA	46,000.00	0.00	0.00	0.00	46,000.00	0.00
101-3-0000-3949 Transfer-HRA	37,500.00	0.00	0.00	0.00	37,500.00	0.00
TOTAL Transfers In	3,132,500.00	1,590,172.70	2,172,785.73	69.36	959,714.27	2,185,891.36
TOTAL General Fund						
	21,570,600.00	4,425,880.09	11,495,826.78	53.29	10,074,773.22	11,051,766.46
TOTAL REVENUE						
	21,570,600.00	4,425,880.09	11,495,826.78	53.29	10,074,773.22	11,051,766.46
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**CITY OF ELK RIVER
MULTIPURPOSE FACILITY - BUDGET TO ACTUAL
MONTH ENDED JULY 31, 2024**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$893,500	\$433,502	48.52%
Admissions	45,000	24,106	53.57%
Dry Floor Events/Craft Shows	7,000	490	7.00%
Facility Rental	244,400	113,427	46.41%
Advertising/Naming Rights/Sponsorships	178,000	73,904	41.52%
Recreation fees (Skating/Hockey)	290,000	124,078	42.79%
Concessions/vending	229,000	110,995	48.47%
Other Revenues (interest, etc.)	9,100	7,211	79.24%
Total Revenues	\$1,896,000	\$887,713	46.82%
Operating expenses:			
Personal services	\$900,650	\$499,942	55.51%
Supplies	159,800	115,049	72.00%
Other service charges	661,300	279,645	42.29%
Capital Outlay	120,400	0	0.00%
Total Expenditures	\$1,842,150	\$894,637	48.56%
Revenues over/(under) expenditures	\$53,850	(\$6,923)	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED JULY 31, 2024

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,161,000	\$ 4,800,135	58.82%									
Cost of sales	(6,028,000)	(3,128,981)	51.91%									
Gross profit	2,133,000	1,671,154	78.35%									
Operating revenues:												
User charges	-	-	-	\$ 2,630,000	\$ 1,380,133	52.48%	\$ 2,009,800	\$ 975,939	48.56%	\$ 630,000	\$ 335,587	53.27%
Delinquency collections	-	-	-	1,000	1,026	102.61%	-	1,207	-	-	82	-
Other	9,000	2,520	28.00%	180,000	89,972	49.98%	-	-	-	-	-	-
Total operating revenues	9,000	2,520	28.00%	2,811,000	1,471,131	52.33%	2,009,800	977,146	48.62%	630,000	335,669	53.28%
Operating expenses:												
Personal services	1,070,500	647,406	60.48%	863,500	433,837	50.24%	45,550	25,374	55.71%	-	-	-
Supplies	28,100	21,487	76.47%	324,600	121,736	37.50%	23,400	1,328	5.68%	1,000	315	31.54%
Other service charges	355,950	197,972	55.62%	972,410	753,321	77.47%	1,773,250	832,749	46.96%	453,600	58,013	12.79%
Depreciation *	100,000	-	0.00%	1,705,000	-	0.00%	-	-	-	495,000	-	0.00%
Total operating expenses	1,554,550	866,866	55.76%	3,865,510	1,308,894	33.86%	1,842,200	859,451	46.65%	949,600	58,328	6.14%
Operating income (loss)	587,450	806,809	137.34%	(1,054,510)	162,237	-15.39%	167,600	117,695	70.22%	(319,600)	277,341	-86.78%
Nonoperating revenues (expenses):												
Interest income	125,000	59,275	47.42%	125,000	144,102	115.28%	8,000	14,216	177.70%	25,000	33,255	133.02%
Interest expense/agent fees	-	-	-	(82,800)	(42,918)	51.83%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	125,000	59,275	47.42%	42,200	101,184	239.77%	8,000	14,216	177.70%	25,000	33,255	133.02%
Income (loss) before contributions & transfers	712,450	866,084	121.56%	(1,012,310)	263,421	-26.02%	175,600	131,911	75.12%	(294,600)	310,595	-105.43%
Contributions - connection fees	-	-	-	1,000,000	231,867	23.19%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	350,000	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	1,700	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,250,000)	(1,000,000)	80.00%	(175,000)	(175,000)	100.00%	(58,000)	(58,000)	100.00%	(175,000)	(135,000)	77.14%
NET INCOME (LOSS)	(537,550)	(133,916)	24.91%	(187,310)	671,988	-358.76%	117,600	73,911	62.85%	(469,600)	175,595	-37.39%
Items reclassified to balance sheet at year end:												
Bond Proceeds				-	-	-						
Capital Outlay	(91,000)	-	-	(173,000)	(419,281)	-	-	-	-	-	-	-
Bond Payment (Payoff 2014B Refunded Debt)	-	-	-	(520,000)	(520,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(628,550)	(133,916)		(880,310)	(267,293)		117,600	73,911		(469,600)	175,595	

* Recorded at year-end

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
002-1010	Cash - Section 125		10,610.36	2,887.58	13,497.94
101-1010	Cash - General Fund		6,814,952.38	2,480,547.43	9,295,499.81
211-1010	Cash - Library		193,251.66	5,586.22	198,837.88
219-1010	Cash - Federal COVID Fund		1,087,310.53	370.55	1,087,681.08
221-1010	Cash - Multipurpose Facility		23,661.11 (	60,236.99) (	36,575.88)
225-1010	Cash - Park Dedication		1,441,213.14 (	17,812.00)	1,423,401.14
228-1010	Cash - Landfill		177,907.88 (	1,741.45)	176,166.43
231-1010	Cash - Landfill Const Debris		855,767.64	0.00	855,767.64
240-1010	Cash - Micro Loan Fund		1,156,340.71 (	1,144.00)	1,155,196.71
242-1010	Cash - State DEED		465,561.83	2,642.66	468,204.49
245-1010	Cash - Development Fund		1,754,214.19	67,136.46	1,821,350.65
290-1010	Cash - Capital Outlay Reserve		2,660,908.16 (	184,783.50)	2,476,124.66
291-1010	Cash - Insurance Reserve	(	159,392.11)	12,913.97 (	146,478.14)
292-1010	Cash - Govt Bldgs Reserve		5,418,194.58	185,917.49	5,604,112.07
294-1010	Cash - Drug Forfeiture		7,289.46	67.14	7,356.60
296-1010	Cash - GRE Reserve		833,891.09	500.00	834,391.09
301-1010	Cash - 2020A GO CIP Bonds		251,888.05	94,898.29	346,786.34
302-1010	Cash - 2021A GO CIP BONDS		160,677.91	61,149.86	221,827.77
333-1010	Cash - 2020B (2010/2012) Bonds	(	173,296.30)	481.85 (	172,814.45)
343-1010	Cash - 2019A Sales Tax Bonds		7,660,163.72	277,179.71	7,937,343.43
401-1010	Cash - Pavement Mgmt		5,076,772.65	346,050.92	5,422,823.57
403-1010	Cash - Street Improvement		536,291.51 (	408.00)	535,883.51
406-1010	Cash - City Wide Trunk Util		211,665.96	43,355.78	255,021.74
410-1010	Cash - Equipment Replacement		1,866,999.48	79,318.28	1,946,317.76
411-1010	Cash - Technology Replacement		53,286.84	1,679.52	54,966.36
420-1010	Cash - Active ER		1,501,754.37	2,692.19	1,504,446.56
421-1010	Cash - PS Building/Fire Sta 3		924,749.68	3,725.25	928,474.93
440-1010	Cash - Park Improvement	(	126,223.35) (	9,198.53) (	135,421.88)
462-1010	Cash - TIF #22 Downtown Redev		1,342.75	91,376.32	92,719.07
463-1010	Cash - TIF #23 Pref Powder		5,399.29 (	3,176.25)	2,223.04
465-1010	Cash - TIF 25 Jackson Hills		18,300.30	38,277.08	56,577.38
466-1010	Cash - TIF #26 Shoot Steel		2,017.70	13,836.83	15,854.53
467-1010	Cash - TIF #27 Delta Apartment		1,398.28	37,530.72	38,929.00
602-1010	Cash - Wastewater Treatment		9,560,178.79	33,964.41	9,594,143.20
603-1010	Cash - Liquor		4,178,366.00 (	854,082.09)	3,324,283.91
605-1010	Cash - Garbage		1,007,471.71 (	23,529.79)	983,941.92
607-1010	Cash - Storm Water		2,389,184.94 (	79,345.05)	2,309,839.89
801-1010	Cash - Interest		0.00	169,458.19	169,458.19
821-1010	Cash - Developer Escrow		<u>1,175,474.49</u> (	<u>2,865.50)</u>	<u>1,172,608.99</u>
TOTAL CLAIM ON CASH			59,025,547.38	2,815,221.55	61,840,768.93
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CASH IN BANK - POOLED CASH

999-1000	A/P BANK ACCOUNTS		219,757,532.69	4,287,531.24	224,045,063.93
999-1001	PY BANK ACCOUNT	(	189,114,174.87) (	1,472,309.69)	(190,586,484.56)
999-1002	POOLED INVESTMENTS		<u>28,382,189.56</u>	<u>0.00</u>	<u>28,382,189.56</u>
SUBTOTAL CASH IN BANK - POOLED CASH			59,025,547.38	2,815,221.55	61,840,768.93