



City Council

Regular Meeting & Work Session Agenda

Monday, November 18, 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
-

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 November 4, 2024, Regular Council Meeting Minutes

4.2 November 12, 2024, Canvassing Board Minutes

4.3 Check Register

4.4 Pay Estimates

4.5 Ordinance Amendment 24-21 Storage and Location of Waste Containers

4.6 FT Center - LiveBarn Agreement

4.7 FT Center - Mendota Valley Amusement Inc. Agreement

4.8 FT Center - Quick Cash ATMs Agreement

4.9 Resolution 24-65 Dissolving the Sherburne County Municipal Recycling Board

4.10 Resolution Levying Special Assessments for Abatement of Ordinance Violations

4.11 Resolutions 24-66, 24-67, and 24-68 Levying Special Assessments for Unpaid Garbage, Sewer, and Stormwater Utility Services

4.12 Resolutions 24-69 and 24-70 Levying Special Assessments for Unpaid Water and Electric Utility Services

4.13 Hire Part-time Senior Activity Center Assistant

4.14 Additional Costs for Hazardous Building Mitigation: 19176 Kent Street NW

4.15 Resolution 24-71 Zimmerman Fire Relief Donation

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

6.2 Oath of Office: Police Chief

6.3 Oath of Office: Patrol Officer Hopps

6.4 Oath of Office: Firefigthers

6.5 Introduction of New Employees

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 24-22, 24-23 and 24-24 Zone Changes: City of Elk River

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 Northeast Sewer and Water Sub-Area Study

8.2 Northbound Liquor Staffing

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 Meadowwoods Village Sewer Treatment Discussion

10.2 Downtown Decoration Requests

10.3 Concept Review: Enviro Chem Ordinance Amendment

10.4 Flock Safety Solutions

10.5 Cannabis and Hemp Registration Ordinance

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



10.6 Municipal Cannabis Operation and Manager

11. MOTION TO ADJOURN

12. INFORMATION

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**Meeting of the City Council
Held at the Elk River City Hall
Monday, November 4, 2024**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Matt Westgaard, Councilmember Cory Grupa

Members Absent: None

Staff Present: City Administrator Cal Portner, Community Development Director Zack Carlton, Interim Police Chief Darren McKernan, Business Services Director/Assistant City Administrator Joe Stremcha, Finance Manager Lori Stich, FT Center Manager Katie Harstad, FT Center Assistant Manager Jen Katke, Great River Regional Library Services Coordinator Margo Barry; Great River Regional Library Patron Services Supervisor Jeannette Burkhardt, and Recording Secretary Jennifer Green

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve the agenda. Motion Carried 5-0.

4. CONSENT AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Westgaard to approve the following consent items as outlined in their respective staff reports. Motion Carried 5-0.

4.1 October 21, 2024, Minutes

4.2 Check Register

4.3 Appoint Assistant City Weed Inspector

4.4 Premises Permit Resolution 24-64 - Elk River Youth Hockey Association

4.5 Purchase Medical Equipment

4.6 On-Sale Intoxicating Liquor License: MFS Foods Inc., DBA Tipsy on Main

4.7 State Fuel Consortium

4.8 2025 Tahoe Truck Replacement for Fire Department

5. OPEN FORUM

No one appeared for Open Forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

There were no presentations, awards, or recognition.

7. PUBLIC HEARINGS

There were no public hearings.

8. GENERAL BUSINESS

8.1 Discuss Work Session Items

Councilmember Westgaard asked to discuss the status of closing Line Avenue at a future work session now that the Highway 169 project was complete. Mr. Portner stated this topic could be discussed during the CIP item later that evening.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

The Councilmembers provided updates as outlined in the respective advisory board's minutes.

10. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adjourn the regular meeting of City Council at 6:40 p.m. to go into work session. Motion Carried 5-0.

The work session portion of the meeting opened at 6:43 p.m.

11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

11.1 FT Center Leased Space Rental Rate

Mr. Stremcha presented the staff report.

After discussion, it was the consensus of the Council to set the 2025 leased space rental rate at \$12.00 per square foot for a year.

11.2 2025 Budget

Mr. Stremcha presented the staff report.

It was the consensus of the Council that keeping the levy under a 5% increase was favorable.

11.3 2025-2029 Capital Improvement Plan

Mr. Stremcha presented the staff report. He noted that the Parks and Recreation Commission has not yet reviewed the CIP due to staffing changes.

Mr. Portner indicated he would ask Chief Engineer Justin Femrite about the status of Line Avenue and would follow up with the council.

Mayor Dietz recommended library staff look into the Central Minnesota Libraries Exchange Grant Program.

Councilmember Beyer asked staff to keep on their radar the potential building of an Otsego fire station, which could affect service coverage among other things.

12. MOTION TO ADJOURN

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

The meeting adjourned at 07:24 P.M.

Minutes prepared by Jennifer Green.



John J. Dietz, Mayor



Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.2

Meeting Date
November 18, 2024

Prepared By

Item Description
November 12, 2024, Canvassing Board Minutes

Reviewed by
Cal Portner
Tina Allard

Action Requested

Background/Discussion

Financial Impact

Mission/Policy/Goal

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

Attachments

I. Canvass Minutes 11-12-2024

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**Meeting of the City Council
Held at the Elk River City Hall
Upper Town Conference Room
Tuesday, November 12, 2024**

Members Present: Mayor John Dietz, Councilmember Mike Beyer, Councilmember Matt Westgaard, Councilmember Cory Grupa

Members Absent: Councilmember Wagner

Staff Present: City Clerk Tina Allard and Records Specialist Katie Porath

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting of the Elk River Canvassing Board was called to order at 8:00 a.m.

2. OATH OF OFFICE

2.1 Oaths

Members completed the oath of office.

3. RESOLUTION 24-01 CANVASS RESULTS OF NOVEMBER 5, 2024, GENERAL ELECTION

3.1 Canvass Results

Moved by Councilmember Westgaard and seconded by Councilmember Beyer to adopt, by motion, Resolution 24-01 declaring the votes cast for Elk River municipal races for city elections for the Tuesday, November 5, 2024, general election. Motion Carried 4-0.

4. MOTION TO ADJOURN

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to adjourn the meeting of City Council Canvassing Board. Motion Carried 4-0.

The meeting adjourned at 8:03 AM

Minutes prepared by Katie Porath.

John J. Dietz, Mayor

Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.3

Meeting Date
November 18, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha

Action Requested
Approve, by motion, disbursements for the period ending November 18, 2024.

Background/Discussion
The total for all funds ending November 18, 2024, is \$1,242,434.82

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
None

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Request for Action

To
City Council

Item Number
4.4

Meeting Date
November 18, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Pay Estimates

Reviewed by
Justin Femrite
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

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

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

Financial Impact

Project	Pay Estimate #	Contractor	Amount
Mega Loop Trail Improvements	2	Veit & Company, Inc.	\$397,817.46

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

Attachments
I. Pay Estimate 2 - Veit & Company, Inc.

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Contractor's Application for Payment

Owner: <u>City of Elk River</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>Veit & Company, Inc.</u> Project: <u>Mega Loop Trail Improvements</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OR1.129679</u> Agency's Project No.: <u>SP 204-090-005</u>
Application No.: <u>2</u> Application Date: <u>11/6/2024</u>	
Application Period: From <u>9/30/2024</u> to <u>11/6/2024</u>	

1. Original Contract Price	\$ 779,719.90
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 779,719.90
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 698,587.95
5. Retainage	
a. <u>5%</u> X <u>\$ 698,587.95</u> Work Completed	\$ 34,929.40
b. _____ X <u>\$ -</u> Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 34,929.40
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 663,658.55
7. Less previous payments	\$ 265,841.09
8. Amount due this application	\$ 397,817.46

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>Veit & Company, Inc.</u>	
Signature: <u>Brad Holtz</u> Digitally signed by Brad Holtz DN: cn=US, e=brad.holtz@veitusa.com, o="Veit & Company, Inc.", c=US, ou=Veit & Company, Inc., email=brad.holtz@veitusa.com Date: 2024.11.07 10:26:09-06'00'	Date: <u>11/7/24</u>
Name: <u>Brad Holtz</u>	Title: <u>Project Manager</u>

Recommended by Engineer By: <u>Jason W. Cook</u> Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>11/6/2024</u>	Approved by Owner By: <u>Justin Femrite</u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>11-7-24</u>
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Code: 225-4-8546-4530

Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner: City of Elk River
Engineer: Bolton & Menk, Inc.
Contractor: Veit & Company, Inc.
Project: Mega Loop Trail Improvements
Contract:

Owner's Project No.:
Engineer's Project No.: OR1.129679
Contractor's Project No.:
Agency's Project No.: SP 204-090-005

Application No.: 2 **Application Period:** From 09/30/24 to 11/06/24 **Application Date:** 11/06/24

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)
		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) (\$)		
Original Contract											
1	MOBILIZATION	1.00	LS	66,300.00	66,300.00	0.50	33,150.00	0.75	49,725.00		49,725.00
2	GRUBBING	15.00	E A	339.00	5,085.00	15.00	5,085.00	15.00	5,085.00		5,085.00
3	SALVAGE SIGN	19.00	E A	51.00	969.00	20.00	1,020.00	21.00	1,071.00		1,071.00
4	SALVAGE CONCRETE APRON	4.00	E A	281.00	1,124.00	2.00	562.00	3.00	843.00		843.00
5	REMOVE CURB & GUTTER	37.00	L F	30.25	1,119.25	21.00	635.25	21.00	635.25		635.25
6	REMOVE PIPE CULVERTS	227.00	L F	22.25	5,050.75	125.00	2,781.25	228.00	5,073.00		5,073.00
7	REMOVE CONCRETE PAVEMENT	46.00	S Y	27.75	1,276.50	44.00	1,221.00	44.00	1,221.00		1,221.00
8	REMOVE BITUMINOUS PAVEMENT	229.00	S Y	8.00	1,832.00	60.00	480.00	369.00	2,952.00		2,952.00
9	REMOVE CONCRETE PIPE	20.00	L F	63.50	1,270.00	-	-	8.00	508.00		508.00
10	COMMON EMBANKMENT (CV)	2,699.00	CY	24.00	64,776.00	2,453.00	58,872.00	3,582.00	85,968.00		85,968.00
11	EXCAVATION - COMMON (EV)	2,025.00	C Y	7.97	16,139.25	1,149.00	9,157.53	2,025.00	16,139.25		16,139.25
12	STABILIZING AGGREGATE (CV)	204.00	C Y	71.50	14,586.00	-	-	306.00	21,879.00		21,879.00
13	SUBGRADE EXCAVATION (EV)	204.00	C Y	2.30	469.20	-	-	306.00	703.80		703.80
14	EXCAVATION SPECIAL (6" TOPSOIL STRIP)(EV)	4,267.00	C Y	7.90	33,709.30	2,968.00	23,447.20	3,056.00	24,142.40		24,142.40
15	AGGREGATE SURFACING CLASS 2 (CV)	42.00	C Y	139.00	5,838.00	-	-	-	-		-
16	AGGREGATE SURFACING SPECIAL (CV)	206.00	TON	61.00	12,566.00	-	-	-	-		-
17	AGGREGATE BASE CLASS 5 (CV)	1,884.00	C Y	40.50	76,302.00	1,047.00	42,403.50	1,884.00	76,302.00		76,302.00
18	TYPE SP 9.5 WEARING COURSE MIX (2,B)	1,783.00	TON	97.50	173,842.50	-	-	1,783.00	173,842.50		173,842.50
19	MODULAR BLOCK RETAINING WALL	540.00	S F	55.50	29,970.00	-	-	355.00	19,702.50		19,702.50
20	INSTALL CONCRETE APRON	4.00	E A	202.00	808.00	2.00	404.00	3.00	606.00		606.00
21	12" RC PIPE APRON (WITH TRASH GUARD)	4.00	E A	2,450.00	9,800.00	-	-	4.00	9,800.00		9,800.00
22	15" RC PIPE APRON (WITH TRASH GUARD)	4.00	E A	2,660.00	10,640.00	4.00	10,640.00	4.00	10,640.00		10,640.00
23	12" RC PIPE SEWER DES 3006 CL V	132.00	L F	65.50	8,646.00	8.00	524.00	104.00	6,812.00		6,812.00
24	15" RC PIPE SEWER DES 3006 CL V	163.00	L F	78.50	12,795.50	112.00	8,792.00	141.00	11,068.50		11,068.50
25	18" RC PIPE SEWER DES 3006 CL V	10.00	L F	269.00	2,690.00	4.00	1,076.00	4.00	1,076.00		1,076.00
26	54" RC PIPE SEWER DES 3006 CL V	24.00	L F	548.00	13,152.00	-	-	-	-		-
27	CONNECT TO EXISTING STORM SEWER	4.00	E A	808.00	3,232.00	2.00	1,616.00	3.00	2,424.00		2,424.00
28	CONST DRAINAGE STRUCTURE DESIGN H	6.00	L F	942.00	5,652.00	-	-	6.00	5,652.00		5,652.00
29	ADJUST DRAINAGE STRUCTURE	3.00	E A	2,390.00	7,170.00	4.00	9,560.00	4.00	9,560.00		9,560.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Elk River
Engineer: Bolton & Menk, Inc.
Contractor: Veit & Company, Inc.
Project: Mega Loop Trail Improvements
Contract:

Owner's Project No.:
Engineer's Project No.: OR1.129679
Contractor's Project No.:
Agency's Project No.: SP 204-090-005

Application No.: 2 Application Period: From 09/30/24 to 11/06/24 Application Date: 11/06/24

A	B	C	D	E	F	F1	F2	G	H	I	J
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)
		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) (\$)		
30	RANDOM RIPRAP CLASS III	516.00	C Y	104.00	53,664.00	327.00	34,008.00	536.00	55,744.00		55,744.00
31	6" CONCRETE WALK	835.00	S F	32.25	26,928.75	-	-	1,117.00	36,023.25		36,023.25
32	CONCRETE CURB & GUTTER DESIGN B618	181.00	L F	59.50	10,769.50	-	-	181.00	10,769.50		10,769.50
33	TRUNCATED DOMES	159.00	S F	88.50	14,071.50	-	-	170.00	15,045.00		15,045.00
34	RELOCATE MAIL BOX	2.00	E A	339.00	678.00	-	-	2.00	678.00		678.00
35	MAILBOX SUPPORT	2.00	E A	169.00	338.00	-	-	-	-		-
36	TRAFFIC CONTROL	1.00	L S	8,980.00	8,980.00	0.50	4,490.00	0.75	6,735.00		6,735.00
37	INSTALL SIGN	19.00	E A	254.00	4,826.00	-	-	1.00	254.00		254.00
38	PRUNE TREES	3.00	H R	452.00	1,356.00	15.50	7,006.00	15.50	7,006.00		7,006.00
39	STORM DRAIN INLET PROTECTION	5.00	E A	222.00	1,110.00	-	-	-	-		-
40	SILT FENCE, TYPE MS	10,428.00	L F	2.70	28,155.60	7,060.00	19,062.00	7,060.00	19,062.00		19,062.00
41	SEDIMENT CONTROL LOG TYPE WOOD FIBER	300.00	L F	3.00	900.00	1,280.00	3,840.00	1,280.00	3,840.00		3,840.00
42	SOIL BED PREPARATION	4.70	ACRE	576.00	2,707.20	-	-	-	-		-
43	FERTILIZER TYPE 3	1,645.00	L B	1.40	2,303.00	-	-	-	-		-
44	ROLLED EROSION PREVENTION, CAT 25	5,096.00	S Y	2.10	10,701.60	-	-	-	-		-
45	SEEDING	4.70	ACRE	350.00	1,645.00	-	-	-	-		-
46	HYDRAULIC BONDED FIBER MATRIX	10,518.00	L B	1.50	15,777.00	-	-	-	-		-
47	SEED MIXTURE 25-151	900.00	L B	4.60	4,140.00	-	-	-	-		-
48	SEED MIXTURE 32-242A	9.00	L B	56.50	508.50	-	-	-	-		-
49	24" SOLID LINE MULTI-COMPONENT	52.00	L F	12.50	650.00	-	-	-	-		-
50	CROSSWALK MULTI-COMPONENT	300.00	S F	9.00	2,700.00	-	-	-	-		-
		-	-	-	-	-	-	-	-		-
Original Contract Totals					\$ 779,719.90		\$ 279,832.73		\$ 698,587.95	\$ -	\$ 698,587.95



Request for Action

To
City Council

Item Number
4.5

Meeting Date
November 18, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment 24-21 Storage and Location
of Waste Containers

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Ordinance 24-21 amending the nuisance code to address the improper placement of temporary waste and recycling bins.

Background/Discussion

The proposed ordinance amendment addresses concerns about the placement of storage containers for the temporary storage of waste and recyclable items. As these containers sometimes accumulate excess items that do not fit (trash bags or other items meant for disposal or recycling), the proposed ordinance requires them to be placed in the rear yard and out of view from the public right-of-way. Placing the containers out of view of the public will minimize the visual nuisances the excess materials can create.

Financial Impact

None

Mission/Policy/Goal

Improve citizen quality of life

Attachments

- I. Ordinance Amendment Document

The Elk River Vision

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





Ordinance 24 - 21

An Ordinance Amending Chapter, 46, Nuisances, 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 § 46-34 (a) (3), Public Nuisances, of the City of Elk River Code of Ordinances shall be amended to read as follows:

- (3) Privy vaults and garbage cans which are not fly tight and trash receptacles or other temporary onsite storage receptacles of insufficient size so as to not eliminate the storage of trash or other items outside the covered receptacle.

SECTION 2. That § 46-34 (a) (9), Public Nuisances, of the City of Elk River Code of Ordinances shall be amended to add a section as read as follows:

- (9) Accumulations or storage in the open (i.e., not contained within a building) of any of the following items or any parts or accessories thereto:

...

- k. Accumulations of waste, recycling, or other similar items temporarily onsite for disposal or removal, that are stored in a container that does not have a lid sufficient to contain the items completely from view and any odor associated with such items or that otherwise exceeds the capacity of the storage container.

SECTION 3. That § 46-34 (a) (12), Public Nuisances, of the City of Elk River Code of Ordinances shall be amended to read as follows:

- (12) The improper storage of containers for the temporary storage of waste, recycling, or other similar items for disposal or removal from the site.
- For single-family dwellings, appropriate waste storage containers may be stored in the rear of the premises, may be stored in the side yard if screened from the street and adjoining properties, or may be stored within any structure located on the premises.
 - For commercial or multi-family residential buildings properties, appropriate waste storage containers may be stored in the rear of the premises or within any structure located on the premises. All trash container storage areas that are visible from any public right-of-way will be screened on all sides. ~~Trash or trash~~ Storage containers must not exceed the height of the screening. Required screening will be at least 95 percent opaque throughout the year,

unless otherwise specified. Screening will be designed to be compatible with the architectural treatment of the principal building.

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 18th day of November, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.6

Meeting Date
November 18, 2024

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

Item Description
FT Center - LiveBarn Agreement 2024-27

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the LiveBarn agreement as presented.

Background/Discussion
LiveBarn provides Live and On Demand online broadcasts of amateur and youth sports from venue locations. The City of Elk River has utilized LiveBarn since 2018. This revised agreement provides a new revenue source for the FT Center and removes several prior exclusivity provisions to ensure all user group needs are met.

Financial Impact
The facility gets a small commission for each game stream that is purchased by account holders to watch their player's game live from a streaming device.

Mission/Policy/Goal
Meet changing needs - agile

Attachments
I. LB Standard Venue Agreement - US Hockey 2025 (Standard) - Elk River

The Elk River Vision

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

DATE:

BETWEEN: LIVEBARN INC. ("LiveBarn")

and

_____ ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

WHEREAS the Automated Online Streaming Service offered by LiveBarn can stream Content (as defined below) via LiveBarn's subscription-based platform (the "LiveBarn Platform") or its wholly owned MNHockey.Tv platform (the "MNHockey.Tv Platform").

WHEREAS the LiveBarn platform is defined as being the subscription platform that will broadcast all of the Non-High School level activity, or other designated activity that is non-explicitly owned.

WHEREAS the MNHockey.Tv platform is defined as being the subscription and pay per-view based platform (the "MNHockey.Tv Platform") that will broadcast all of the High School or otherwise explicitly owned activity.

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

1 AUTOMATED ONLINE BROADCAST SERVICE

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service relating to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six-month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written (including via email) approval of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner, which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with

electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 Subject to sections 1.8 and 1.9 below, all content streamed using the Automated Online Streaming Service, including the video and audio relating to all sports and recreational activities occurring on each Playing Surface (collectively, the "Content") will be made available to subscribers of the LiveBarn Platform or the MNHockey.Tv Platform (as determined by LiveBarn). In addition, per copyright for specific events, the Content may be made available only to users on an alternative platform. In either case, LiveBarn will determine the pricing for the applicable platform. From time to time, LiveBarn may provide a free trial at its discretion. All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to Sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code (a "Promo Code") to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the Revenue generated from these memberships over the full lifetime of these memberships, during the Term of this Agreement. Such payment is referred to herein as the "Revenue Share Payment." "Revenue" means gross revenue collected by LiveBarn during the Term for live and on-demand streaming, excluding credit-card processing fees and any customer refunds actually processed and paid out by LiveBarn. The Promo Code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a ten percent (10%) discount. The Promo Code will track the memberships generated by Venue Owner on a quarterly basis. The Revenue Share Payments to Venue Owner will apply only to Revenue collected from LiveBarn memberships

originated with the Promo Code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within thirty (30) days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn will guarantee that the minimum Revenue Share generated and paid by LiveBarn to Venue Owner, will be at minimum of one seven hundred and fifty dollars (\$750) per Ice Rink Sheet annually, the "Guaranteed Revenue". Commencing on October 1st, 2024, LiveBarn will pay Venue Owner the Guaranteed Revenue Advance upon invoice. During the subsequent 12 months, LiveBarn will track the Revenue generated by promo codes as mentioned in section 1.5, and if at any point in any 12 month period beginning on October 1st 2024, the promo code payment exceeds the Guaranteed Revenue, LiveBarn will be responsible for paying the difference between the actual Revenue share earned and the Guaranteed Revenue. Any additional revenue payment that is earned will be paid when the annual guarantee is paid. This will repeat annually throughout the Term of this agreement, beginning on October 1st of each calendar year. The Guaranteed Revenue referenced in this section will only be applicable if MNHockey.TV has the rights and is able to broadcast the majority of the High School hockey games at Venue Owner's location. For the purpose of clarity, should the majority of High Schools games be broadcast on another streaming service other than MNHockey.TV or LiveBarn.com, Venue Owner will not be entitled to the Guaranteed Revenue referenced in this section but will still be entitled to all the revenue earned under subsection 1.5.

1.76 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the LiveBarn Platform or MNHockey.Tv Platform users, subject to sections 1.8 and 1.9 below, to all subscribers of the Automated Online Broadcast Service, subject to Sections 1.7 and 1.8 below.

1.87 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner to "black out" any Junior Hockey Event from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions") upon written request from a third party that owns the rights to any such Junior Hockey Event. "Junior Hockey Event" means any event that is (i) at the junior hockey level, and (ii) in a league that permits 20-year-olds to participate. This will also be applicable for any USA Hockey Nationals event, or collegiate event for which exclusive streaming rights are owned by another entity.

This will also be applicable for any Non-Hockey Related Event. Any "Non-Hockey Related Event" means an event that has nothing to do with the ice sports and skating.

1.98 If a third party requests that Venue Owner restrict viewer access to an event that is not an ice hockey game (such as a practice) at a Venue for privacy purposes, LiveBarn will provide Venue Owner with the ability to restrict viewer access to such event to a pre-selected potential audience.

1.109 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.110 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.

2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the ~~five~~^{six}-year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years (each two-year period, a "Renewal Period"), unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Upon termination of this Agreement by expiration of the Term or under Section 2.3 below, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.3 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that during the Term, including all Renewal Periods, and notwithstanding the termination of this Agreement by the Venue Owner, LiveBarn shall have the absolute exclusivity to stream, broadcast, or otherwise distribute Content from each of the Ice Rink Sheets using an unmanned operated camera. For clarity, a device is an "unmanned operated camera" if it either (i) does not require a human operator to capture footage, or (ii) uses software to automatically track the action or follow the play at an event and thereby capture, record, or broadcast footage in any automated fashion. For greater certainty, the said exclusivity shall apply for the entire Term, including any applicable Renewal Period, even if the Venue Owner elects

to terminate this Agreement prior to the expiration of the Term. Notwithstanding anything else in this Section 3.1, the exclusivity addressed herein shall not apply to any Junior Hockey Event or any non-hockey related event

3.2 If the Venue Owner hosts a Junior Hockey Event, a USA Hockey Nationals event, collegiate event, or Non-Hockey Related Event on any Ice Rink Sheet, Venue Owner may offer any third party owning the rights to such Junior Hockey Event the ability to stream the Content over a third party's streaming platform from the Automated Online Broadcast Service in exchange for a fee (the "Rental Agreement"). Venue Owner shall negotiate the Rental Agreement with the third party, subject to LiveBarn's final approval, not to be unreasonably denied.

3.32 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity.

3.43 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Section 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to venuesupport@livebarn.com as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner.

LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue Owner's venue(s) (each, a "Venue"). Venue Owner will be responsible to supply such person when necessary.

5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its Venue and inside each Ice Rink Sheet, advising the public that the Venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of the same.

6 MARKETING

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue Owner's best interest financially to market LiveBarn to its customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with the Promo Code described in Section 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person(s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a thirty (30) minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on its website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use its facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of its social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when the Venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use its facility.

7 GENERAL

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will be named as additionally insured ~~come a Certificate Holder~~, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at venuesupport@livebarn.com, fmiller@livebarn.com, ray@livebarn.com, and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of ~~Minnesota~~ Delaware. Any disputes shall be heard in the courts located in the State of ~~Minnesota~~ Delaware. Each party agrees not to assert, in any such dispute, that it is not subject personally to the jurisdiction of the above-named

courts, that its property is exempt or immune from attachment or execution, or that any such Action brought in one of the above-named courts should be dismissed on grounds of *forum non conveniens*,

7.10 Each party shall keep the terms contained herein confidential and neither it nor its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the Automated Online Broadcast System.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.

Per: _____

Print Name: Ray Giroux, COO

VENUE OWNER

Mayor Per: _____

Print Name: _____

Date: _____

City Clerk: _____

Print Name: _____

Date: _____

SCHEDULE A (REQUIRED)

Venue Name and Address:

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

Primary Contact - Venue General
Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Venues 9 Digit Tax Id #

(EIN): _____

We require the Tax ID number in order to ship hardware from Canada to the USA (This helps speed up the shipping and installation process).



Request for Action

To
City Council

Item Number
4.7

Meeting Date
November 18, 2024

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

Item Description
FT Center - Mendota Valley Amusement Inc.
Agreement 2024-28

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the Mendota Valley Amusement Inc. agreement as presented.

Background/Discussion
The FT Center is expanding its service offerings by providing games, redemption devices, digital juke box, etc. to increase revenue.

Financial Impact
An initial two-week demo in October yielded \$203.75 in gross profit for the FT Center.

Mission/Policy/Goal
Opportunity to live, work, and play

Attachments
I. Mendota Valley (Games & TouchTunes)

The Elk River Vision

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





LOCATION AGREEMENT For the Operation of Coin and Currency Operated Machines

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between MENDOTA VALLEY AMUSEMENT INC., 390 Richmond St. East, South St. Paul, MN, 55075, a corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as "**MVA**", and Furniture and Things Community Event Center located in the City of Elk River, County of Sherburne, State of Minnesota, hereinafter referred to as "**Location**".

NOW, THEREFORE, in consideration of their mutual promises to each other, and of the mutual promises and covenants herein contained, **MVA** and **Location** agree as follows:

1. **MVA** agrees to place coin and currency operated amusement, music, bulk vending and/or redemption devices with **Location**. **MVA** agrees to install said devices in a prompt and workmanlike manner and shall be fully responsible for necessary repairs and maintenance of the devices so placed.
2. **Location** grants **MVA** the exclusive right to place, install and operate coin and/or currency operated machines, including the installation and wiring of the digital juke box and sound system, photo booth and additional items including but not limited to pool tables, pinball machines, video games, redemption devices, dart machines, cranes, bulk vending and other coin or currency operated amusement, music devices and ATM's. The machines placed on site will be at the discretion of **Location**, agreed upon before they are placed. This warranty shall extend for the full term of this agreement. No other person or entity, including the proprietor shall have the right to operate such machines at **Location** during the term of this agreement. **Location** warrants that it has granted no conflicting rights to any third party and that its execution of this agreement does not violate any other agreement to which **Location**, or its proprietor may be a party.
3. The devices placed and installed by **MVA** are and shall continue to be the sole property of **MVA**. **Location** shall be fully responsible for all loss, injury, or damage to the said devices while in its possession or on its place of business, normal wear and tear excepted.
4. **Location** agrees that all equipment, including the cash contained within them is the sole property of **MVA**. **Location** has no legal right to tender equipment or cash for sale, process, levy, execution, garnishment, attachment, judgement and lien whether given by statute, lease or agreement, for rent due, or to be due, or for any other claim or demand, present or future of the undersigned **Location**.

5. Subject to exceptions detailed herein and any additional terms included below, net proceeds collected from operation of equipment at the **Location** shall be divided as outlined hereafter. Subject to exceptions listed herein, net proceeds shall be defined as *total collections minus sales tax, required permits and licenses, refunds, online connection and content fees, league fees, cost of products and prizes and any promotions* agreed upon by **MVA** and **Location**. Future equipment installed at the Location by **MVA** shall be governed by this paragraph, including exceptions detailed below, unless agreed upon in writing by **Location** and **MVA**.

- a) PAID JUKEBOX PLAYS – **MVA** shall select the appropriate jukebox brand and fee structure to be used at the **Location**. Revenues collected from jukeboxes shall be divided as follows: 35% shall be retained by **MVA** to pay for music fees. Any remaining revenues shall be divided 50% to **MVA** and 50% to **Location**.
- b) BACKGROUND MUSIC – If the **Location** chooses to use passive background music supplied by TouchTunes, \$50 per month shall be deducted from **Location**'s revenue share on a monthly basis.
- c) VIDEO GAMES, DARTS AND POOL TABLES – Revenues collected from video games, darts and pool tables shall be divided as follows: 50% to **Location** and 50% to **MVA**. *** Revenues collected from pinball machines released after 2014 and quarter pushers shall be divided as follows: 40% to **Location** and 60% to **MVA**.*
- d) BULK VENDING - Revenues collected from bulk vending machines shall be divided as follows: 60% shall be retained by **MVA** to pay for product then 50% to **Location** and 50% to **MVA**.
- e) REDEMPTION GAMES – Revenues collected from redemption games shall be divided as follows: 40% will be retained by **MVA** to pay for product then 50% to **Location** and 50% to **MVA**.
- f) AUTOMATIC TELLER MACHINES (“ATMs”) – ATMs shall be stocked, operated, and serviced by **MVA** affiliate. ATM users shall be assessed a fee of \$3.00 per transaction, of which \$.50 shall be paid to **Location** as a commission per transaction from 50 to 100 transactions, \$1.00 per transaction from 100-200 transactions and \$1.50 per transaction for 200+ transactions per month. ATM commissions shall be paid to **Location** on the 20th of day of each month for the previous month's transactions.
- g) OTHER AGREED UPON EXCEPTIONS – The parties may upon specific revenue splits, guarantees or other fee structures for specific equipment. Such exceptions shall be made in writing

6. The term of this agreement shall be for a period of **36 months** from the date of this agreement and shall be automatically renewed for like periods on the same terms and conditions, unless either party to this agreement shall give to the other party notice in writing sent registered mail of its intention to terminate and cancel this agreement, which notice shall be given no more than sixty (60) days and no less than thirty (30) days prior to the expiration of the then current term hereof.

7. In the event of any breach of this Agreement, in addition to any other remedy which may be available, **MVA** may elect to terminate this Agreement and remove all of its equipment, without interference from **Location**, and shall be entitled to liquidated damages in a sum equal to the Company's

average weekly share of collections multiplied by the number of weeks remaining in the unexpired term of this Agreement. Such damages shall become immediately due and payable upon the breach. In addition, **MVA** shall be entitled to recover from **Location** all costs and expenses, including reasonable attorney fees, for the collection of amounts due under this Agreement. Liquidated damages as described shall be paid to compensate **MVA** for lost income and not as a penalty enforced against **Location**.

8. The parties hereto undertake this agreement on behalf of themselves, their heirs, assigns, successors or persons who may come into possession of said premises, or any part thereof, in any manner whatsoever. This agreement shall be binding on any business or firm succeeding the business of the **Location**, including by way of acquisition or merger, and shall apply to any other address to which the business of **Location** is moved.

9. This instrument contains the entire agreement between the parties and supersedes any and all agreements previously made. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by all the parties. Both parties' signatures below acknowledge their understanding and ascent to the contents of this agreement.

10. In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover as part of its judgement reasonable expenses, attorneys' fees and costs.

11. This agreement, executed and delivered in the state of Minnesota, shall be governed by and construed in accordance with the laws of the state of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

By: **Mendota Valley Amusement, Inc.**

By: *Furniture and Things Community Event Center*



Signature

Andrew Klassen

Printed Name

Chief Operating Officer

Its

Signature

Printed Name

Its

Federal Tax ID#

Additional Terms/Information:

Initial Here: AK
MVA

Initial Here: _____
Location



Request for Action

To
City Council

Item Number
4.8

Meeting Date
November 18, 2024

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

Item Description
FT Center - Quick Cash ATMs Agreement 2024-29

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the Quick Cash ATMs agreement as presented.

Background/Discussion
The current ATM agreement at the FT Center does not provide a source of revenue for the facility. The agreement presented will provide the FT Center with a \$1.00 per transaction surcharge. The rate will increase to \$1.75 if the FT Center becomes a licensed location for pull tabs.

Financial Impact
Revenue opportunity for the FT Center.

Mission/Policy/Goal
Meet changing needs - agile.

Attachments
I. Quick Cash ATMs Agreement

The Elk River Vision

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

ATM PLACEMENT CONTRACT

ATM LOCATION AGREEMENT (Placement) This Agreement is made and entered into effective , between Quick Cash ATMs ("Owner"), and Furniture & Things Community Center ("Location").

1. Equipment. Owner owns an automated teller machine ("ATM") and owns or has the right to utilize all software needed for the operation of the ATM. Location agrees that owner may install, operate, and maintain its ATM at Location's premises in an indoor location or locations as mutually agreed. The ATM shall be located to provide an unrestricted view of the ATM. Location shall provide such space for the ATM as is necessary to enable customers to have unobstructed access to the ATM and for maintenance and servicing of the ATM. Initial_____

2. Availability. Location agrees that the ATM shall always remain available for use by Location's customers during Location's normal business hours for the term of this Agreement. Initial_____

3. Transaction Fees. Location will receive \$1.00 per surcharged transaction increasing to \$1.75 once pull tabs are available for sale. For purposes of this Agreement, a transaction is defined as any cash withdrawal made from a cardholder's account when a surcharge fee is collected. Payments for transactions will be disbursed daily or monthly by ACH Direct Deposit. Initial_____

4. Transaction Surcharges. Owner and Location agree that an initial transaction surcharge fee of \$ 3.50 per transaction will be imposed on all withdrawal transactions on the ATM. Owner may increase or decrease the amount of the transaction surcharge fee in its sole discretion. Initial_____

5. Installation. Owner agrees to install the ATM and deliver initial supplies to Location. The ATM shall be and remain the sole property of Owner. Owner shall have the right secure ATM to the floor using four (4) ½" concrete anchors. Initial_____

6. Maintenance/Repair. Owner will arrange for necessary servicing and repair of the ATM. In the event of any ATM failure, damage, or other problem requiring repair, replacement, adjustment or maintenance, Location shall notify Owner or a person designated by Owner within twenty-four (24) hours of first becoming aware of such failure or problem, Location will not permit anyone, other than an authorized representative or designee of owner, to perform any service or repair work on the ATM without Owner's prior written approval. Owner or its representatives shall at any reasonable time and during business hours have the right to enter into and upon the Premises for the purpose of inspecting, repairing, maintaining, or upgrading the ATM and observing its use. Initial_____

7. Processing Services. Owner agrees to provide, and location agrees to utilize exclusively during the term of this Agreement, such data processing services as Owner selects to process all ATM transactions. Owner may add, delete, or change ATM Programs or bin blocking as it deems appropriate in its discretion. Initial_____

8. Communication & Electrical Requirements. Location shall, provide and maintain an internet port connection. Location shall, provide one (1) operating electrical power outlet (110v). Both the internet port and electrical power outlet shall be within two (6) feet of the ATM site. Unless otherwise agreed in writing Location shall pay for monthly charges incurred with such internet connection. Initial_____

9. Exclusivity. Location shall not permit the removal of the ATM from the Premises, nor allow the placement of any other ATMs on the Premises (whether inside or out), nor subscribe to any other data processing service for processing ATM transactions during the term of this Agreement, except as may be specifically approved by Owner in writing. Initial_____

10. Liability. Location agrees to protect the ATM from damage, loss, theft, or destruction. QUICK CASH ATMs agrees that location is not liable for any loss, theft, vandalism, expenses or cost incurred to ATM Equipment or its contents. Quick Cash ATMs will not be liable to the location for any consequential, incidental, special damages or loss of revenue or profits. Location agrees that QUICK CASH ATMS is not liable for damage or vandalism that may occur with any theft or attempted theft of The ATM or its contents. Initial_____

11. Equipment Relocation. In the event Location transfers or moves its business from the Premises, or if Location sells its business, Location shall notify Owner not less than thirty (30) days prior to any such event. This Agreement shall be deemed amended to apply to Locations new business location for the remaining term of this Agreement. The ATM shall be placed in a mutually agreed upon indoor location. Owner is NOT responsible for damage or repairs from prior installations. Initial_____

12. Term. This agreement shall be for a term of five (5) years from the date of signed contract unless amended or terminated by written agreement signed by both Owner and Location or terminated as set forth below. Upon the expiration of the initial term, this Agreement will automatically renew for subsequent additional terms of Two (2) years each on the same terms and conditions as provided herein unless canceled by written notice at least ninety (90) days prior to expiration of the term. Initial_____

13. Termination: Notice. Either party may terminate this Agreement, effective Sixty (60) days after giving written notice of intent to terminate. In addition, Owner may terminate this agreement upon giving sixty (60) days prior written notice to Location of inadequate use of the ATM by customers or immediately in the event of damage, destruction, vandalism, or misuse. All notices here under shall be in writing and shall be deemed given upon personal delivery or upon deposit in the United States mail, first class postage fully prepaid, return receipt requested, addressed to Owner and Location at their respective addresses as listed below. Any party may change its address for notice in accordance with the terms of this paragraph. Initial_____

Quick Cash ATMs

Furniture and Things Community Center

14409 Bowers Drive NW

1000 School St

Ramsey, Mn 55303

Elk River, Mn 55330

Name_____

Name_____

Title_____

Title_____

Signature_____

Signature_____

Date_____

Date_____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Exhibit 3



ACH Authorization Form

Check all that apply

☐ Vault Cash

☒ Surcharge

☐ Wireless

Location Name			Contact
Address			
City	State	Zip	Phone #
Changing an existing account? ☐ Yes ☒ No TID: _____ Existing Account # _____			

_____, legal name, (hereinafter referred to as ATM Operator) authorizes Payment Alliance International, Inc., or its designated assignee, referred to as PAI, to initiate ACH transfer entries and to debit and/or credit the account identified herein for all Processing Services. This authorization shall remain in effect unless and until PAI has received written notification from ATM Operator that this authorization has been terminated in such time and manner to allow PAI to act. PAI and ATM Operator agree and acknowledge that PAI has the right, title and interest in and to credit and debit Account for the settlement of Terminal transactions and transaction adjustments on behalf of ATM Operator.

ATM Operator agrees to comply with all electronic-fund-transfer network rules, regulations and requirements. ATM Operator has the authority to authorize PAI to process their ATM transactions and enter into this agreement. ATM Operator shall hold PAI harmless and indemnify, including attorney fees, in the event of a claim.

ATM Operator acknowledges and understands that any relationship established between ATM Operator and PAI is related to that certain Independent Sales Representative Agreement (the "Agreement") between PAI and the independent sales representative with whom you have contracted. Accordingly, ATM Operator agrees that PAI shall have no further obligations to ATM Operator, of whatever sort or nature, if the Agreement terminates for whatever reason.

For Settlement on behalf of ATM Operator's Terminals and for payment of Expenses due and owing under this Agreement, ATM Operator shall establish and maintain an ACH Account. Settlement on non-banking days is held in queue at processor until the bank system opens for business. ATM Operator further agrees to maintain at all times in ATM Operator's ACH Account a balance sufficient to pay all amounts due and owing to PAI under this Agreement.

It is the responsibility of the ATM Operator to verify that all information contained in the exhibits and all other forms submitted by ATM Operators to PAI or any modification thereof is correct and complete. PAI has no responsibility to verify any such information and will not be responsible for any Expenses, claims, damages, liability, loss, demands or any causes of action arising out of or related to any incorrect information submitted to PAI or any notice of change related thereto. ATM Operator shall audit and balance the data contained in the periodic statements and summary reports provided by PAI and shall promptly notify PAI of any disputed item or items on such periodic statements and summary reports. All shortages and adjustments must be reported to PAI within 7 days or ATM Operator assumes full liability. If following ATM Operator's timely notice PAI determines that the disputed item was credited or debited in error by PAI, PAI shall use commercially reasonable efforts to correct the error. However, PAI shall not be liable for any damages, interest or Expenses associated with any error by PAI or for recovery of any amounts which were transmitted in error over thirty (30) days prior to the date PAI receives notice from ATM Operator. In such event, PAI will use commercially reasonable efforts, but shall be under no obligation to incur any Expense, to recover the same on ATM Operator's behalf.

Print Name	Date
Signature	

Name on Account		Bank Name	
Address		Account Type	☐ Checking ☐ Savings
City	State	Zip	Accumulation ☐ Lumped ☐ Separate

Please Fill in New Routing Number and Account Number Below

Routing #	Account #

COMPLETE THIS SECTION FOR ACCESS TO PAI REPORTS

User Name	Email



Request for Action

To
City Council

Item Number
4.9

Meeting Date
November 18, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Resolution 24-65 Dissolving the Sherburne County
Municipal Recycling Board

Reviewed by
Cal Portner
Tina Allard

Action Requested
Adopt, by motion, Resolution 24-65 dissolving the Sherburne County Municipal Recycling Board.

Background/Discussion
The City of Elk River entered into a Joint Powers Agreement with the other cities within Sherburne County to manage certain assets for use at compost sites.

There have been no equipment additions or a need for the joint powers board. The City of Becker initiated the process to dissolve the board and dispense with equipment.

Financial Impact
The city will receive a share of the return for the piece of equipment that will be sold.

Mission/Policy/Goal
Elk River Mission

Attachments
I. JPA Recycling Resolution

The Elk River Vision

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

RESOLUTION 24-65

A RESOLUTION APPROVING THE DISSOLUTION OF THE SHERBURNE COUNTY MUNICIPAL RECYCLING BOARD

WHEREAS, the City of Elk River is part of the Sherburne County Municipal Recycling Board (hereinafter referred to as the “Recycling Board”); and,

WHEREAS, the Recycling Board is comprised of the Cities of Becker, Big Lake, Elk River, and Zimmerman; and,

WHEREAS, the Recycling Board has been in existence since 1999, organized for the purposes of directing and controlling the acquisition and use of shared municipal equipment and tools; and,

WHEREAS, the Recycling Board is formed under a Joint Powers Agreement made between the member cities of the Recycling Board pursuant to the authority conferred on the parties to the Agreement under Minnesota Statutes Section 471.59; and,

WHEREAS, the Recycling Board, and the activities that it was created to acquire, and use no longer exist, as the member cities can accomplish the purposes of the Recycling Board, if or as required, on their own; and,

WHEREAS, the Recycling Board met on October 23, 2024, to consider the city of Becker’s Resolution 24-72, requesting the Recycling Board recommend to the member cities that the Recycling Board and Joint Powers Agreement be dissolved and terminated.

NOW THEREFORE, THE CITY OF BECKER HEREBY APPROVES AND AGREES TO THE FOLLOWING:

1. The recommendation of the Recycling Board through their Resolution 24-01, that the JPA Agreement and Sherburne County Municipal Recycling Board be terminated and dissolved.
2. The disposal of any property owned by the Board and the proceeds be disbursed to the member cities pursuant to the Joint Powers Agreement.

Adopted this 18th day of November 2024.

John J. Dietz, Mayor

Attest:

Tina Allard, City Clerk

STATE OF MINNESOTA }
COUNTY OF SHERBURNE } SS.

The foregoing instrument was acknowledged before me this _____ day of _____,

2024 by _____.

Signature of person taking acknowledgement



Request for Action

To
City Council

Item Number
4.10

Meeting Date
November 18, 2024

Prepared By
Jill Knutson, Accountant

Item Description
Resolution 24-72 Levying Special Assessments for Abatement of Ordinance Violations

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-72 levying special assessments for city abatement costs related to ordinance violations.

Background/Discussion

Section 46-38 of the city ordinance authorizes the city to levy an assessment against property for any costs the city incurs to abate a public nuisance.

All property owners who were in violation of the public nuisance ordinance received a notice informing them they had the opportunity to correct the violation or the city would abate the property and they would be assessed for the costs.

Attached is a list of abated properties and the costs incurred by the city. The total amount assessed is \$2,051.00.

Financial Impact
N/A

Mission/Policy/Goal

Responsible for every dollar and be good stewards to develop a sustainable and prosperous community.

Attachments

- I. Code Violation Resolution and Properties Abated

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**City of Elk River
City Council**

Resolution 24-

**A Resolution of the City Council of the City of Elk River Levying Assessment
for Abatement of City Code Violations**

WHEREAS, Minnesota Statutes Section 429.101 authorizes the city to levy an assessment equal to the cost of abatement for removal or correction of a hazardous condition; and

WHEREAS, the city ordinance Section 46-38 authorizes the city to levy an assessment against property for any costs the city incurs to abate a public nuisance; and

WHEREAS, all property owners with public nuisance violations were given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied; and

WHEREAS, state law does not require a public hearing or notice before levying such assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit A are correct and made a part hereof, and are to be levied at an interest rate of 6% per annum and certified to the Sherburne County Auditor.

Passed and adopted this 18th day of November 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A

2024 Code Violation Assessments
(Payable 2025)

Property ID	Violation	Address	Code Violation
75-00452-0120	Mowing	19116 Troy St NW	1,250.50
75-00506-0380	Mowing	19176 Kent St NW	800.50
Total			\$2,051.00





Request for Action

To
City Council

Item Number
4.11

Meeting Date
November 18, 2024

Prepared By
Jill Knutson, Accountant

Item Description
Resolutions 24-66, 24-67, and 24-68 Levying Special Assessments for Unpaid Garbage, Sewer, and Stormwater Utility Services

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, resolutions levying special assessments for the following:

- Resolution 24-66 Levying Assessment for Unpaid Garbage Services
- Resolution 24-67 Levying Assessment for Unpaid Sewer Utility Services
- Resolution 24-68 Levying Assessment for Unpaid Stormwater Utility Fees

Background/Discussion

Section 58-38 of the city ordinance authorizes the city to levy an assessment against property for unpaid garbage collection charges as of September 1.

Section 78-191 authorizes the city to levy an assessment against property for unpaid sewer charges as of September 30.

Section 78-419 authorizes the city to levy an assessment against property for unpaid stormwater utility fees.

All property owners who had delinquent utility fees have received a notice informing them that they would be assessed unless the account was brought current. The delinquent utility assessment lists are attached: Garbage - \$2,369.40; Sewer - \$2,982.06; Stormwater - \$151.49. The assessment total for 2024 is \$5,502.95. The total in 2023 was \$4,221.57.

Financial Impact
N/A

Mission/Policy/Goal

Responsible for every dollar and be good stewards to develop a sustainable and prosperous community.

Attachments

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1. Garbage Resolution and Assessment List
2. Sewer Resolution and Assessment List
3. Stormwater Resolution and Assessment List



City of Elk River City Council

Resolution 24-66

A Resolution of the City Council of the City of Elk River Levying Assessment for Unpaid Garbage Collection Services

WHEREAS, Minnesota Statutes Section 443.015 authorizes the city to annually levy an assessment equal to such unpaid cost for garbage collection services as of September 1 of each year at an interest rate not to exceed 6% and a penalty not to exceed 10%; and

WHEREAS, the city ordinance Section 58-38 authorizes the city to levy an assessment against property for garbage collection equal to the unpaid charges as of September 1; and

WHEREAS, all customers and property owners with delinquent balances have been given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied; and

WHEREAS, state law does not require a public hearing or notice before levying such assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit A are correct and made a part hereof, and are to be levied at an interest rate of 6% per annum with a 10% penalty and certified to the Sherburne County Auditor.

Passed and adopted this 18th day of November 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A

2024 Garbage Assessments (Payable 2025)

Service Address	Property ID	Garbage
13296 MISSISSIPPI RD NW	75-00005-2110	104.60
20295 TWIN LAKES RD NW - FARM HOME	75-00124-1202	32.45
429 LINE AVE NW	75-00134-4116	33.31
1111 4TH ST NW UPSTAIRS	75-00408-0540	33.31
530 JACKSON AVE NW	75-00412-0120	25.34
911 PROCTOR AVE NW	75-00419-0070	45.68
19336 OXFORD ST NW	75-00428-0206	33.31
11964 192ND AVE NW	75-00428-0240	38.90
11834 194TH AVE NW	75-00431-0408	33.31
19440 HOLT ST NW	75-00431-0428	75.09
829 WATSON AVE NW	75-00436-0140	36.74
319 3RD ST NW	75-00438-0130	25.34
18692 YANKTON ST NW	75-00463-0150	249.08
17991 NAPLES ST NW	75-00478-0125	30.74
18736 ALBANY ST NW	75-00493-0160	33.31
20211 AUBURN ST NW	75-00508-0235	58.90
11537 197TH AVE NW	75-00510-0175	25.34
19825 POLK ST NW	75-00513-0230	61.62
11068 191ST AVE NW	75-00516-0435	33.32
19054 ZANE ST NW	75-00522-0210	33.31
11161 190TH AVE NW	75-00522-0240	25.34
19157 DODGE ST NW	75-00532-0262	25.34
19360 DODGE ST NW	75-00538-0112	33.31
18214 IRONTON ST NW	75-00565-0404	25.34
13130 192 1/2 LN NW	75-00573-0212	25.34
18650 QUEEN CIR NW	75-00623-0512	33.31
18129 QUINCY CT NW	75-00646-0138	28.16
18304 TYLER ST NW	75-00647-0114	135.39
18317 TYLER ST NW	75-00647-0212	33.31
12434 193RD LN NW	75-00650-0310	25.34
11149 187TH AVE NW	75-00669-0110	25.34
10627 184TH CT NW	75-00681-0326	25.34
10647 184TH AVE NW	75-00681-0352	53.90
18542 TROTT BROOK PKWY NW	75-00692-0306	25.34
18047 CONCORD ST NW	75-00697-0256	53.90
12158 197TH CT NW	75-00699-0125	25.34
17101 NIXON DR NW	75-00719-2405	32.79
17119 OLSON CT NW	75-00719-2504	25.34
10018 179TH AVE NW	75-00731-0102	33.31
10773 186TH CIR NW	75-00742-0260	25.34
10726 190TH AVE NW	75-00768-0505	25.34
19121 JOHNSON ST NW	75-00839-0235	25.34
10034 190TH AVE NW	75-00847-0425	33.14
10049 189TH AVE NW	75-00869-0512	61.62
10039 189TH AVE NW	75-00869-0514	25.34
18603 OGDEN ST NW	75-00884-0305	25.34
18602 SALEM ST NW	75-00901-0260	55.37
9981 TWIN LAKES PKWY NW	75-00905-0250	33.32
18872 FILLMORE ST NW	75-00905-0315	33.31
10112 188TH AVE NW	75-00905-0515	32.81
10790 190TH LN NW	75-00908-0110	171.99
10783 190TH LN NW	75-00908-0205	87.36
Total		\$2,369.40





**City of Elk River
City Council**

Resolution 24-67

**A Resolution of the City Council of the City of Elk River Levying Assessment
for Unpaid Sewer Services**

WHEREAS, Minnesota Statutes Section 444.075 authorizes the city to annually levy an assessment equal to such unpaid cost for sewer services as of September 30 of each year; and

WHEREAS, the city ordinance Section 78-191 authorizes the city to levy an assessment against property for sewer services equal to the unpaid charges as of September 30; and

WHEREAS, all customers and property owners with delinquent balances have been given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied; and

WHEREAS, state law does not require a public hearing or notice before levying such assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit B are correct and made a part hereof, and are to be levied and certified to the Sherburne County Auditor.

Passed and adopted this 18th day of November 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT B

2024 Sewer Assessments (Payable 2025)

Service Address	Property ID	Sewer
429 LINE AVE NW	75-00134-4116	30.39
604 RAILROAD DR NW	75-00405-1150	91.34
608 RAILROAD DR NW	75-00405-1150	77.99
567 4TH ST NW	75-00405-1930	34.91
1111 4TH ST NW UPSTAIRS	75-00408-0540	63.28
911 PROCTOR AVE NW	75-00419-0070	43.08
384 BALDWIN AVE NW	75-00423-0160	150.32
847 VERNON AVE NW	75-00425-0260	93.81
19440 HOLT ST NW	75-00431-0428	78.45
829 WATSON AVE NW	75-00436-0140	164.85
319 3RD ST NW	75-00438-0130	30.39
18736 ALBANY ST NW	75-00493-0160	49.43
11213 190TH AVE NW	75-00516-0390	30.39
11068 191ST AVE NW	75-00516-0435	68.47
12249 191ST AVE NW	75-00519-0125	77.70
19054 ZANE ST NW	75-00522-0210	43.08
11161 190TH AVE NW	75-00522-0240	45.67
19157 DODGE ST NW	75-00532-0262	43.08
19360 DODGE ST NW	75-00538-0112	55.78
19355 DODGE ST NW	75-00538-0214	38.11
18214 IRONTON ST NW	75-00565-0404	36.73
13130 192 1/2 LN NW	75-00573-0212	36.73
18129 QUINCY CT NW	75-00646-0138	72.22
18304 TYLER ST NW	75-00647-0114	189.93
18317 TYLER ST NW	75-00647-0212	100.21
12434 193RD LN NW	75-00650-0310	49.43
10627 184TH CT NW	75-00681-0326	62.12
10647 184TH AVE NW	75-00681-0352	36.73
18542 TROTT BROOK PKWY NW	75-00692-0306	36.73
18047 CONCORD ST NW	75-00697-0256	100.20
10018 179TH AVE NW	75-00731-0102	38.11
10773 186TH CIR NW	75-00742-0260	36.73
18070 NIXON ST NW	75-00744-0110	127.63
441 UPLAND AVE NW	75-00773-0110	30.70
19121 JOHNSON ST NW	75-00839-0235	30.39
10034 190TH AVE NW	75-00847-0425	55.77
10049 189TH AVE NW	75-00869-0512	68.48
10039 189TH AVE NW	75-00869-0514	36.73
9833 187TH LN NW	75-00890-0245	36.85
18602 SALEM ST NW	75-00901-0260	81.16
9981 TWIN LAKES PKWY NW	75-00905-0250	36.33
18872 FILLMORE ST NW	75-00905-0315	38.11
10790 190TH LN NW	75-00908-0110	146.92
10783 190TH LN NW	75-00908-0205	186.60
Total		\$2,982.06





**City of Elk River
City Council**

Resolution 24-68

**A Resolution of the City Council of the City of Elk River Levying Assessment
for Unpaid Stormwater Utility Fees**

WHEREAS, Minnesota Statutes Section 443.015 authorizes the city to annually levy an assessment equal to such unpaid cost for stormwater utility fees as of September 30; and

WHEREAS, the city ordinance Section 78-419 authorizes the city to levy an assessment against property for stormwater utility fees equal to the unpaid charges as of September 30; and

WHEREAS, all customers and property owners with delinquent balances as of September 30, 2021, have been given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied; and

WHEREAS, state law does not require a public hearing or notice before levying such assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit C are correct and made a part hereof, and are to be levied and certified to the Sherburne County Auditor.

Passed and adopted this 18th day of November 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT C

2024 Stormwater Assessments
(Payable 2025)

Service Address	Property ID	Stormwater
13296 MISSISSIPPI RD NW	75-00005-2110	25.71
18692 YANKTON ST NW	75-00463-0150	41.11
18304 TYLER ST NW	75-00647-0114	25.23
10790 190TH LN NW	75-00908-0110	32.11
10783 190TH LN NW	75-00908-0205	27.33
	Total	\$151.49





Request for Action

To
City Council

Item Number
4.12

Meeting Date
November 18, 2024

Prepared By
Jill Knutson, Accountant

Item Description
Resolutions 24-69 and 24-70 Levying Special Assessments for Unpaid Water and Electric Utility Services

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, resolutions levying special assessments for the following:

- Resolution 24-69 Levying Assessment for Unpaid Water Utility Services
- Resolution 24-70 Levying Assessment for Unpaid Electric Service

Background/Discussion

Section 78-43 of the city ordinance authorizes the city to levy an assessment against property for any unpaid water utility fees as of September 30. Section 78-332 of the city ordinance authorizes the city to levy an assessment against property for unpaid electric service fees 30 days past due.

All property owners who had delinquent utility fees have received a notice informing them that they would be assessed unless the account was brought current.

Attached are the assessment lists of properties with delinquent utilities: Water - \$3,087.65 and Electric - \$7,287.01. The assessment total for 2024 is \$10,374.66. The total in 2023 was \$7,038.76.

Financial Impact
N/A

Mission/Policy/Goal

Responsible for every dollar and be good stewards to develop a sustainable and prosperous community.

Attachments

1. Water Resolution and Assessment List
2. Electric Resolution and Assessment List

The Elk River Vision

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





**City of Elk River
City Council**

Resolution 24-69

**A Resolution of the City Council of the City of Elk River Levying Assessment
for Unpaid Water Utility Services**

WHEREAS, Minnesota Statutes Section 444.075 authorizes the city to annually levy an assessment equal to such unpaid charges for water utility services as of September 30 each year; and

WHEREAS, the city ordinance Section 78-43 authorizes the city to levy an assessment against property for water utility services equal to the unpaid charges as of September 30; and

WHEREAS, all customers and property owners with delinquent balances have been given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied; and

WHEREAS, state law does not require a public hearing or notice before levying such assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit A are correct and made a part hereof, and are to be levied and certified to the Sherburne County Auditor.

Passed and adopted this 18th day of November 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A

2024 Water Assessments (Payable 2025)

Service Address	Property ID	Water
429 LINE AVE NW	75-00134-4116	24.92
608 RAILROAD DR NW	75-00405-1150	36.72
567 4TH ST NW	75-00405-1930	21.10
1111 4TH ST NW UPSTAIRS	75-00408-0540	37.78
530 JACKSON AVE NW	75-00412-0120	27.14
911 PROCTOR AVE NW	75-00419-0070	169.28
384 BALDWIN AVE NW	75-00423-0160	114.64
847 VERNON AVE NW	75-00425-0260	41.87
19440 HOLT ST NW	75-00431-0428	45.15
829 WATSON AVE NW	75-00436-0140	227.45
319 3RD ST NW	75-00438-0130	27.14
18736 ALBANY ST NW	75-00493-0160	39.96
11213 190TH AVE NW	75-00516-0390	16.03
11068 191ST AVE NW	75-00516-0435	59.59
12249 191ST AVE NW	75-00519-0125	94.82
19054 ZANE ST NW	75-00522-0210	33.81
19157 DODGE ST NW	75-00532-0262	29.37
19360 DODGE ST NW	75-00538-0112	35.41
19355 DODGE ST NW	75-00538-0214	24.92
18214 IRONTON ST NW	75-00565-0404	29.37
13130 192 1/2 LN NW	75-00573-0212	29.37
18650 QUEEN CIR NW	75-00623-0512	39.96
18129 QUINCY CT NW	75-00646-0138	55.26
18304 TYLER ST NW	75-00647-0114	240.34
18317 TYLER ST NW	75-00647-0212	68.57
12434 193RD LN NW	75-00650-0310	95.49
11149 187TH AVE NW	75-00669-0110	20.48
10627 184TH CT NW	75-00681-0326	68.57
10647 184TH AVE NW	75-00681-0352	64.08
18542 TROTT BROOK PKWY NW	75-00692-0306	31.59
18047 CONCORD ST NW	75-00697-0256	59.59
10018 179TH AVE NW	75-00731-0102	33.81
10773 186TH CIR NW	75-00742-0260	51.74
10726 190TH AVE NW	75-00768-0505	36.03
441 UPLAND AVE NW	75-00773-0110	29.02
19121 JOHNSON ST NW	75-00839-0235	40.93
10034 190TH AVE NW	75-00847-0425	39.96
10049 189TH AVE NW	75-00869-0512	155.92
10039 189TH AVE NW	75-00869-0514	33.81
18603 OGDEN ST NW	75-00884-0305	135.89
9833 187TH LN NW	75-00890-0245	20.17
18602 SALEM ST NW	75-00901-0260	53.73
18872 FILLMORE ST NW	75-00905-0315	333.37
10790 190TH LN NW	75-00908-0110	87.47
10783 190TH LN NW	75-00908-0205	126.03
Total		\$3,087.65





**City of Elk River
City Council**

Resolution 24-70

**A Resolution of the City Council of the City of Elk River Levying Assessment
for Unpaid Electric Service**

WHEREAS, Minnesota Statutes Section 366.012 authorizes the city to certify unpaid charges to the county auditor with taxes against the property served for collection as other taxes are collected; and

WHEREAS, the city ordinance Section 78-332 authorizes the city to levy an assessment against property for electric service fees equal to the unpaid charges 30 days past due; and

WHEREAS, all customers and property owners with unpaid balances 30 days past due have been given adequate notice of this pending assessment and have been given opportunities to pay prior to this assessment being levied; and

WHEREAS, state law does not require a public hearing or notice before levying such assessments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The parcels and amounts listed in attached Exhibit B are correct and made a part hereof, and are to be levied and certified to the Sherburne County Auditor.

Passed and adopted this 18th day of November 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT B

2024 Electric Assessments (Payable 2025)

Service Address	Property ID	Electric
429 LINE AVE NW	75-00134-4116	119.87
911 PROCTOR AVE NW	75-00419-0070	529.61
19336 OXFORD ST NW	75-00428-0206	110.48
11834 194TH AVE NW	75-00431-0408	389.39
19440 HOLT ST NW	75-00431-0428	270.17
20211 AUBURN ST NW	75-00508-0235	11.45
11537 197TH AVE NW	75-00510-0175	114.90
19825 POLK ST NW	75-00513-0230	611.56
11213 190TH AVE NW	75-00516-0390	95.26
11068 191ST AVE NW	75-00516-0435	38.53
19054 ZANE ST NW	75-00522-0210	296.69
11161 190TH AVE NW	75-00522-0240	10.94
19157 DODGE ST NW	75-00532-0262	231.99
19360 DODGE ST NW	75-00538-0112	10.94
18214 IRONTON ST NW	75-00565-0404	248.34
13130 192 1/2 LN NW	75-00573-0212	106.95
18650 QUEEN CIR NW	75-00623-0512	258.23
18317 TYLER ST NW	75-00647-0212	261.93
12434 193RD LN NW	75-00650-0310	297.65
11149 187TH AVE NW	75-00669-0110	275.09
10627 184TH CT NW	75-00681-0326	211.87
18542 TROTT BROOK PKWY NW	75-00692-0306	29.96
18047 CONCORD ST NW	75-00697-0256	517.11
12158 197TH CT NW	75-00699-0125	398.49
18085 VANCE CIR NW	75-00710-0122	19.13
17119 OLSON CT NW	75-00719-2504	215.94
10018 179TH AVE NW	75-00731-0102	305.16
10773 186TH CIR NW	75-00742-0260	155.63
10726 190TH AVE NW	75-00768-0505	225.40
19121 JOHNSON ST NW	75-00839-0235	10.94
10034 190TH AVE NW	75-00847-0425	176.28
10049 189TH AVE NW	75-00869-0512	234.01
10039 189TH AVE NW	75-00869-0514	101.30
18603 OGDEN ST NW	75-00884-0305	212.00
9833 187TH LN NW	75-00890-0245	82.56
9981 TWIN LAKES PKWY NW	75-00905-0250	10.94
18872 FILLMORE ST NW	75-00905-0315	35.44
10112 188TH AVE NW	75-00905-0515	54.88

Total \$7,287.01





Request for Action

To
City Council

Item Number
4.13

Meeting Date
November 18, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Part-time Senior Activity Center Assistant

Reviewed by
Jeff Shelby
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Callie Draper to the position of part-time senior activity center assistant effective December 2, 2024.

Background/Discussion

We went to market to fill this position and received 22 applications. We offered interviews to seven candidates. Following second interviews, background and reference checks, we recommend Callie Draper for the position.

Ms. Draper has a bachelor's degree in Recreation and Tourism and has been working as a homemaker for Senior Community Services for almost a year. Her previous experience includes planning activities, leading tours, managing memberships, interacting with patrons, and participating in events.

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

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission.

Attachments

None

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Request for Action

To
City Council

Item Number
4.14

Meeting Date
November 18, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Additional Costs for Hazardous Building Mitigation:
19176 Kent Street NW

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the additional clean-up costs for 19176 Kent Street NW

Background/Discussion

On October 7, 2024, the City Council approved a contract with Your Turn LLC to complete the property cleanup at 19176 Kent Street. The contractor had provided an estimate of \$12,600 to complete the work. The contractor began working on the project later that week. The home and garages were extremely full of items that needed removal. The significant amount of items was well beyond what had been visible from the doorway when the estimate was provided.

The large increase in the amount of material removed from the home resulted in an additional dumpster, vehicle to haul items off-site for auction, storage space for the items while the auction took place, and a significant increase in work hours.

The attached invoice includes charges amounting to \$25,523.25 (after subtracting the sales taxes). This is a significant increase in the cost of the cleanup, and staff have reviewed these changes with the contractor. After those discussions, staff is comfortable with the additional costs as noted in the invoice, less the sales tax, and recommends approval of the invoice. These charges will ultimately be assessed to the property and will be paid when the property sells in the future.

Financial Impact

The total cost of the cleanup and demolition of the property will be assessed to the property.

Mission/Policy/Goal

Improve citizen quality of life.

Attachments

- I. Invoice 19176 Kent Street NW

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INVOICE

Your Turn LLC
6868 Washington Ave S
Eden Prairie, MN 55344

contact@yourturnsale.com
+1 (952) 826-9590



Bill to
Graham Schultz
City of Elk River
13065 Orono Parkway
Elk River, MN 55330
United States

Ship to
Graham Schultz
City of Elk River
13065 Orono Parkway
Elk River, MN 55330
United States

Invoice details
Invoice no.: 1009
Terms: Due on receipt
Invoice date: 10/29/2024
Due date: 10/29/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.	10/08/2024	Junk Removal	19176 Kent Street NW, Elk River, MN			\$0.00
2.		Junk Removal	Removing of Items from home	248.31	\$75.00	\$18,623.25
3.		Dumpster	Dumpsters	4	\$800.00	\$3,200.00
4.		Truck Rental	U-Haul	2	\$600.00	\$1,200.00
5.		Warehouse / Storage Rental	Additional Space Needed to Rent	1	\$2,500.00	\$2,500.00

Ways to pay



Subtotal	\$25,523.25
Sales tax	\$2,009.96
Total	\$27,533.21

View and pay

View invoice online
Scan code or go to the link below to view the invoice online
[View invoice](#)





Request for Action

To
City Council

Item Number
4.15

Meeting Date
November 18, 2024

Prepared By
Mark Dickinson, Fire Chief

Item Description
Resolution 24-71 Zimmerman Fire Relief Donation

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-71 to accept the generous donation from the Zimmerman Fire Relief in the amount of \$5,000.

Background/Discussion

The Elk River Fire Department received a check for \$5,000 from the Zimmerman Fire Relief to be used towards the Fire Academy. The Zimmerman Fire Relief operates a pull tab booth located in Elk River and this donation is from those collections.

Financial Impact
\$5,000

Mission/Policy/Goal
Elk River Mission

Attachments

I. Resolution Donations 2024 October

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**City of Elk River
City Council**

Resolution 24-71

**A Resolution of the City Council of the City of Elk River Acknowledging
Contributions**

WHEREAS, the City of Elk River is grateful to all civic groups, organizations, and individuals for their contributions to the community; and

WHEREAS, the City of Elk River received a \$5,000 donation from Zimmerman Fire Relief with the intent it be used by Elk River Fire Department for the Fire Academy.

NOW, THEREFORE, BE IT RESOLVED by the City Council, by at least four-fifths vote, to acknowledge the support and commend The Zimmerman Fire Relief for their donation.

The motion for adoption of the foregoing resolution was introduced by Councilmember _____ and duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof: _____ and the following against: _____, whereupon said resolution was declared duly passed and adopted.

The following members were present: _____
and the following absent: _____

Passed and adopted this ____ day of _____ 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
6.1

Meeting Date
November 18, 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
Mayor Dietz will recognize and present a plaque to the November Volunteer of the Month Award recipient.

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

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
6.2

Meeting Date
November 18, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Oath of Office: Police Chief

Reviewed by
Cal Portner
Lauren Wipper
Tina Allard

Action Requested

Mayor Dietz will administer the Oath of Office to Chief Dave Kuhnly.

Background/Discussion

Following staff recommendation, the City Council interview, the successful completion of requisite background checks, and agreement of employment terms, Dave Kuhnly's hiring was approved by the City Council. His first official day of work was Tuesday, November 12, 2024.

Mayor Dietz will perform the oath of office and invite the ceremonial pinning of his badge.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments

- I. Chief Kuhnly Oath of Office

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OATH OF OFFICE

I, Dave Kuhnly, do solemnly swear to support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of Police Chief of the City of Elk River, Minnesota, according to law and to the best of my judgment and ability, so help me God.

Dave Kuhnly

Subscribed and sworn to before me this 18th day of November, 2024.

Mayor John Dietz



Request for Action

To
City Council

Item Number
6.3

Meeting Date
November 18, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Oath of Office: Patrol Officer Hopps

Reviewed by
Darren McKernan
Cal Portner
Tina Allard

Action Requested
Mayor Dietz to administer the Oath of Office to Officer John Hopps.

Background/Discussion
John Hopps was authorized by the City Council to be hired, and his first day was March 11, 2024. Officer Hopps has successfully completed the Field Training Process.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
1. Hopps Oath

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OATH OF OFFICE

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

John Hopps

Subscribed and sworn to before me this 18th day of November, 2024.

Mayor John Dietz



Request for Action

To
City Council

Item Number
6.4

Meeting Date
November 18, 2024

Prepared By
Joe Libor Jr., Deputy Fire Chief

Item Description
Oath of Office: Firefigthters

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested

Mayor Dietz and Council to recognize the completion of the required probationary period for new firefighters and for Mayor Dietz to present the oath of office to our newest members of the fire department.

Background/Discussion

Newly hired firefighters are placed into the Elk River Fire Academy and are required to complete 170 hours of training, receiving certifications in Firefighter I, II, and HAZMAT Operations. After the fire training, they go on to complete Emergency Medical Responder (EMR) training. Probationary firefighters serve an additional six months of probation which they are required to complete a probationary task book consisting of skills verifications and various other tasks that firefighters are expected to be proficient in before becoming full-fledged firefighters for the City of Elk River. Firefighters Sparza, Stellmach, and Oliveira have displayed the character and skills required to be part of the Elk River Fire Department.

Financial Impact
N/A

Mission/Policy/Goal
Community engagement that encourages and inspires prosperity.

Attachments
I. Oath of Office (Firefighter) 2024

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**STATE OF MINNESOTA
COUNTY OF SHERBURNE
CITY OF ELK RIVER**

FIREFIGHTER OATH OF OFFICE

I, [STATE YOUR NAME], solemnly pledge to protect life, health, and property against fire and other dangers.

I will uphold the standards of my profession and honor the trust bestowed upon me.

I will respect the rights of all and fulfill my duties with integrity and dedication.

So, help me God.

[NAME]

Subscribed and sworn to before me this.

John J. Dietz, Mayor



Request for Action

To
City Council

Item Number
6.5

Meeting Date
November 18, 2024

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Introduction of New Employees

Reviewed by
Cal Portner
Tina Allard

Action Requested
Welcome new staff to the city.

Background/Discussion
Staff will be in attendance to introduce the following new employees

- Jeremy Taylor - Street Maintenance Operator II
- Eric Siljander - Street Maintenance Operator II
- Jerrod Lobde - Street Maintenance Operator II

Financial Impact
N/A

Mission/Policy/Goal
Together we win

Attachments
None

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Request for Action

To
City Council

Item Number
7.1

Meeting Date
November 18, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Ordinance 24-22, 24-23 and 24-24 Zone Changes:
City of Elk River

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

1. Adopt, by motion, Ordinance 24-22 to rezone certain property from Highway Commercial (C3) to Single Family Residential (R1-c) as the rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.
2. Adopt, by motion, Ordinance 24-23 to rezone certain property from General Industrial (I3) to Highway Commercial (C3) as the rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.
3. Adopt, by motion, Ordinance 24-24 to rezone certain property from General Industrial (I3) to Single Family Residential (R1a) last the rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.

Background/Discussion

The Comprehensive Plan, adopted by the City Council in October 2021, includes a Land Use map that guides appropriate zoning for properties. The current zoning of several properties does not align with their designated land uses and ensures consistency with the approved plan. Minnesota statutes state that the zoning of a parcel should follow the adopted Comprehensive Plan.

The following three areas have zoning classifications that do not match the approved Land Use Plan:

- **North of Highway 10 at the Gary Street alignment:** This area is designated for Traditional Single-Family Residential but is currently zoned Highway Commercial (C3). Staff recommends rezoning it to Single Family Residential (R1-c), matching the zoning of the nearby Cove on Lake Orono development.
- **South of the Plants and Things Recreation Complex:** The formerly named Youth Athletic Complex (YAC) land is designated for Industrial use and is currently zoned General Industrial (I3). However, the area proposed for rezoning is parkland. To support its use as a park, staff recommends rezoning it to Single Family Residential (R1a). Additionally, the land use designation will need to be

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amended in the future to Rural Residential.

- **South of Highway 10 and west of Edison Street:** This area is designated as Highway Business but is currently zoned General Industrial (I3). Staff recommends rezoning it to Highway Commercial (C3) to align with its land use designation.

Planning Commission

During the commission meeting, several individuals spoke regarding the Highway 10 and Gary Street area, expressing their opposition to the development of "Boy Scout Island" for residential homes and thinking it should not be rezoned as residential. Their concerns included the negative aesthetic impact of removing trees, the potential effects on the lake, and the desire to maintain the view of trees from their properties. They stated that rezoning could indicate to developers that the city is open to residential development.

Staff clarified that the request was solely for a zoning change to match the Land Use designation, as required, and that no development of the parcels in question is proposed. Staff also noted that the "Boy Scout Island" area falls within FEMA's Flood Plain and cannot be developed; if it were possible to develop, the existing Highway Commercial zoning would permit uses such as a restaurant or gas station.

The commission had no concerns with the request and unanimously recommended approval of all three zoning changes.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible

Attachments

1. Ordinance 24-22
2. Ordinance 24-23
3. Ordinance 24-24
4. 7.1 Presentation



Ordinance 24-22

An Ordinance Amending the Zoning Map of the City of Elk River, Minnesota, to Rezone Certain Property from Highway Commercial (C3) to Single Family Residential (R1-c)

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

SECTION 1. That the duly adopted Zoning Map of the City of Elk River is hereby amended to rezone the property described on attached Exhibit A to Single Family Residential (R1-c)

SECTION 2. That the rezoning approved by this Ordinance is based on the following findings:

1. **The rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.**

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 18th day of November, 2024.

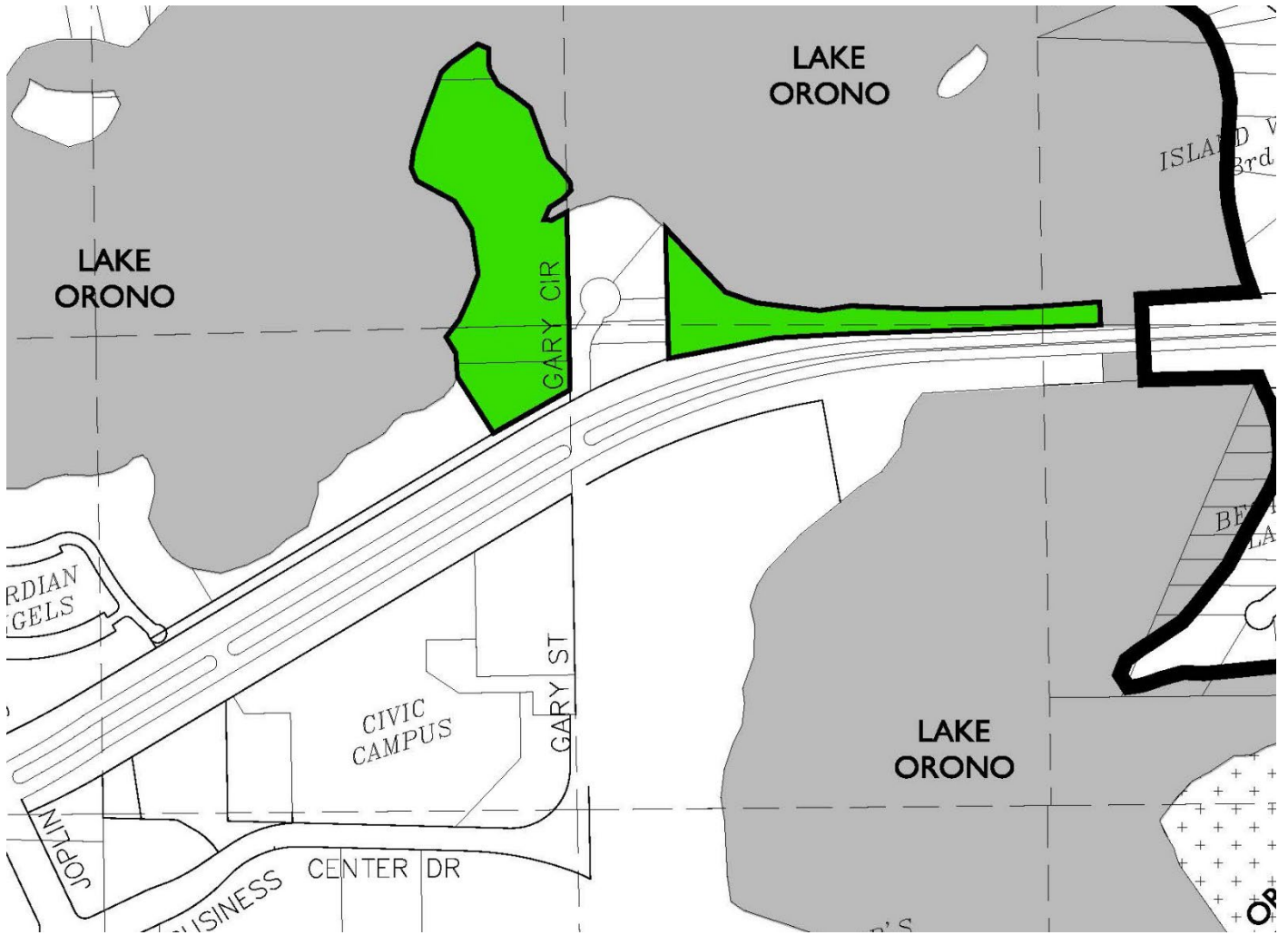
John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A





Ordinance 24-23

An Ordinance Amending the Zoning Map of the City of Elk River, Minnesota, to Rezone Certain Property from General Industrial (I3) to Highway Commercial (C3)

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

SECTION 1. That the duly adopted Zoning Map of the City of Elk River is hereby amended to rezone the property described on attached Exhibit A to Highway Commercial (C3).

SECTION 2. That the rezoning approved by this Ordinance is based on the following findings:

1. **The rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.**

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 18th day of November, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A





Ordinance 24-24

An Ordinance Amending the Zoning Map of the City of Elk River, Minnesota, to Rezone Certain Property from General Industrial (I3) to Single Family Residential (R1a)

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

SECTION 1. That the duly adopted Zoning Map of the City of Elk River is hereby amended to rezone the property described on attached Exhibit A to Single Family Residential (R1a).

SECTION 2. That the rezoning approved by this Ordinance is based on the following findings:

1. **The rezoning is consistent with the City of Elk River Land Use Plan adopted as part of the City of Elk River Comprehensive Plan.**

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 18th day of November, 2024.

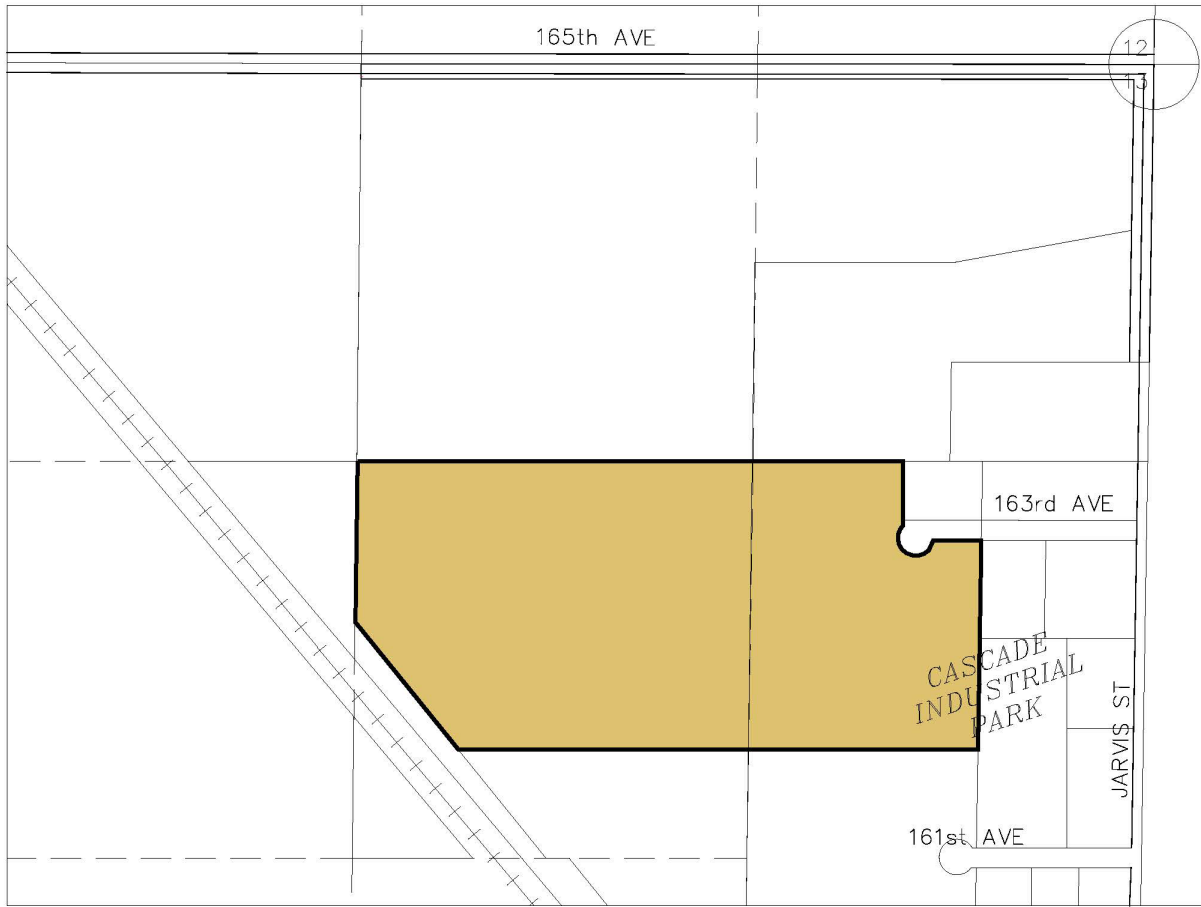
John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A



City of Elk River Zone Change



Background

- Reviewing three areas of the city
- Current **Zoning** of several properties do not align with their designated **Land Use**
- **Land Use** = High Level Classification
 - “Residential”
- **Zoning** = Detailed Classification
 - R1a or R1c

Hwy 10 at Gary Circle

- Currently zoned **C-3** (Highway Commercial)
- Guided **Residential** (Land Use)
- Recommending
 - **R1-c** (Single Family Residential)
 - Same as The Cove

75-00132-1205

75-00132-1205

75-00132-2125

SITE

75-00934-0125

The
Cove

1

75-00934-0110

75-00934-0105

75-00132-1200

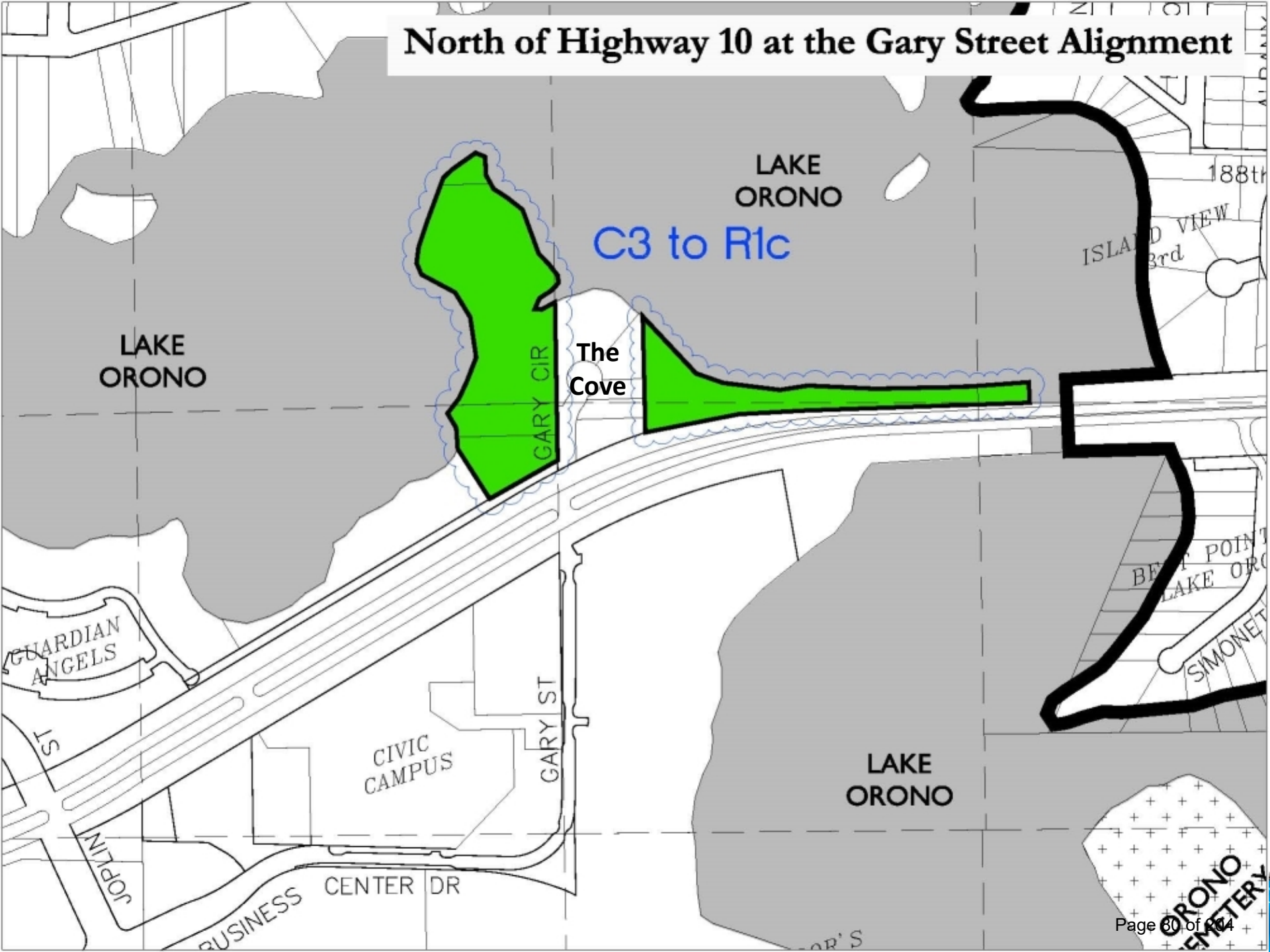
SITE

75-00132-2435

75-00132-2440

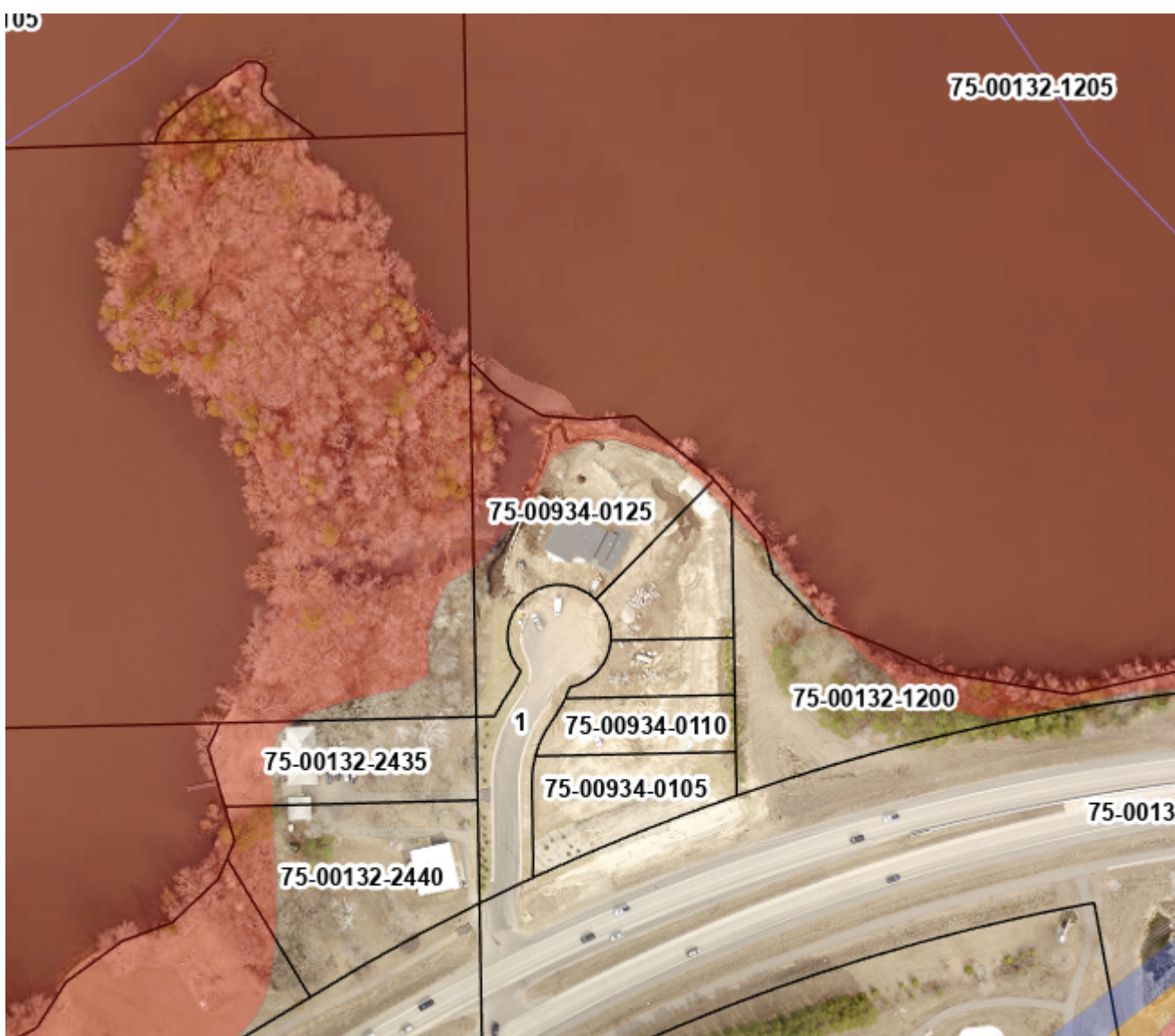
75-00132-1300

North of Highway 10 at the Gary Street Alignment



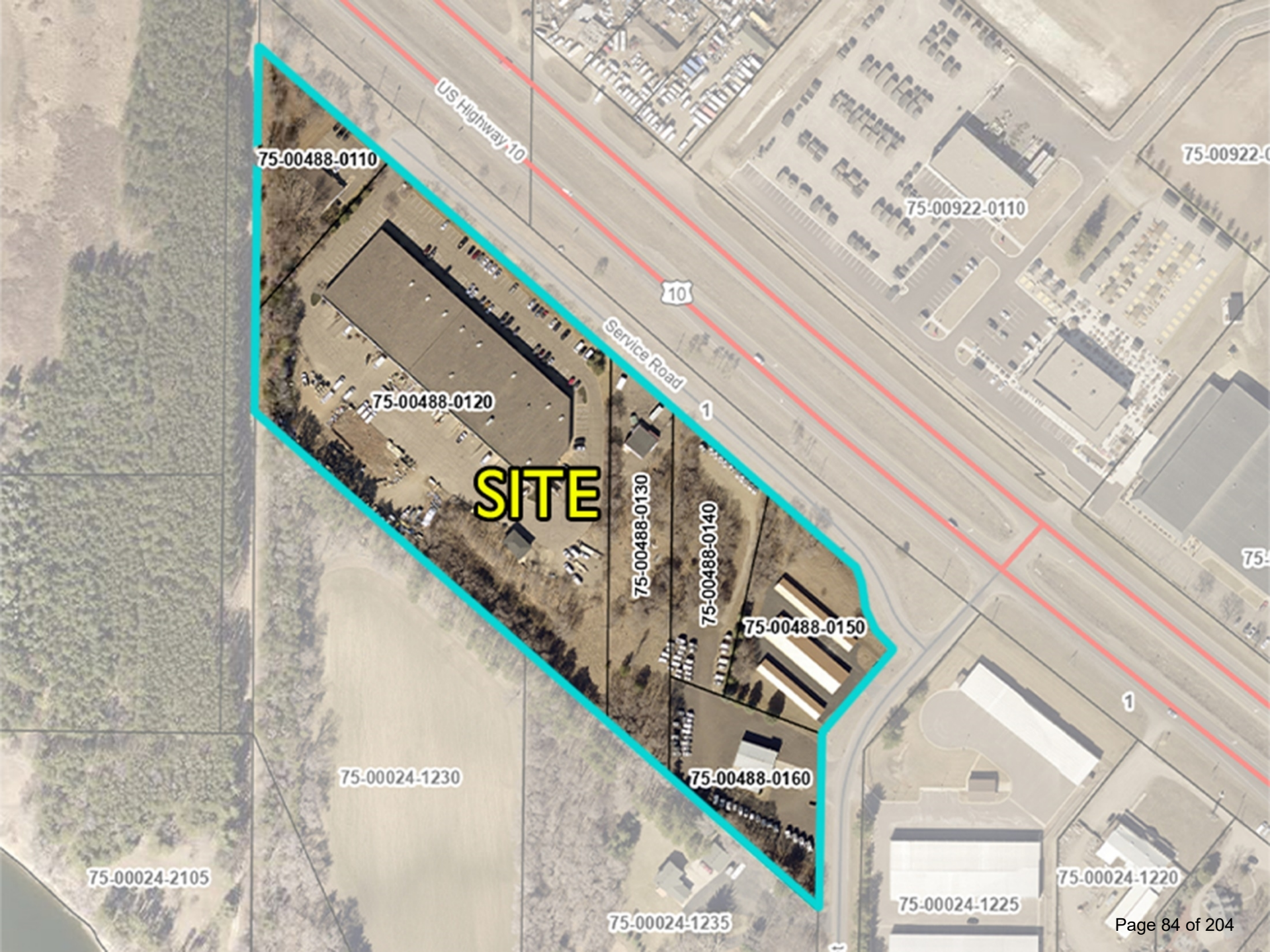
Public Comments

- A couple property owners oppose the zone change to Residential
 - Clarified what Commercial uses are allowed today
- 6/10 parcels are residential
- Regardless of zoning – cannot be developed
 - In Floodway
 - Island
 - Parcel sizes/setbacks



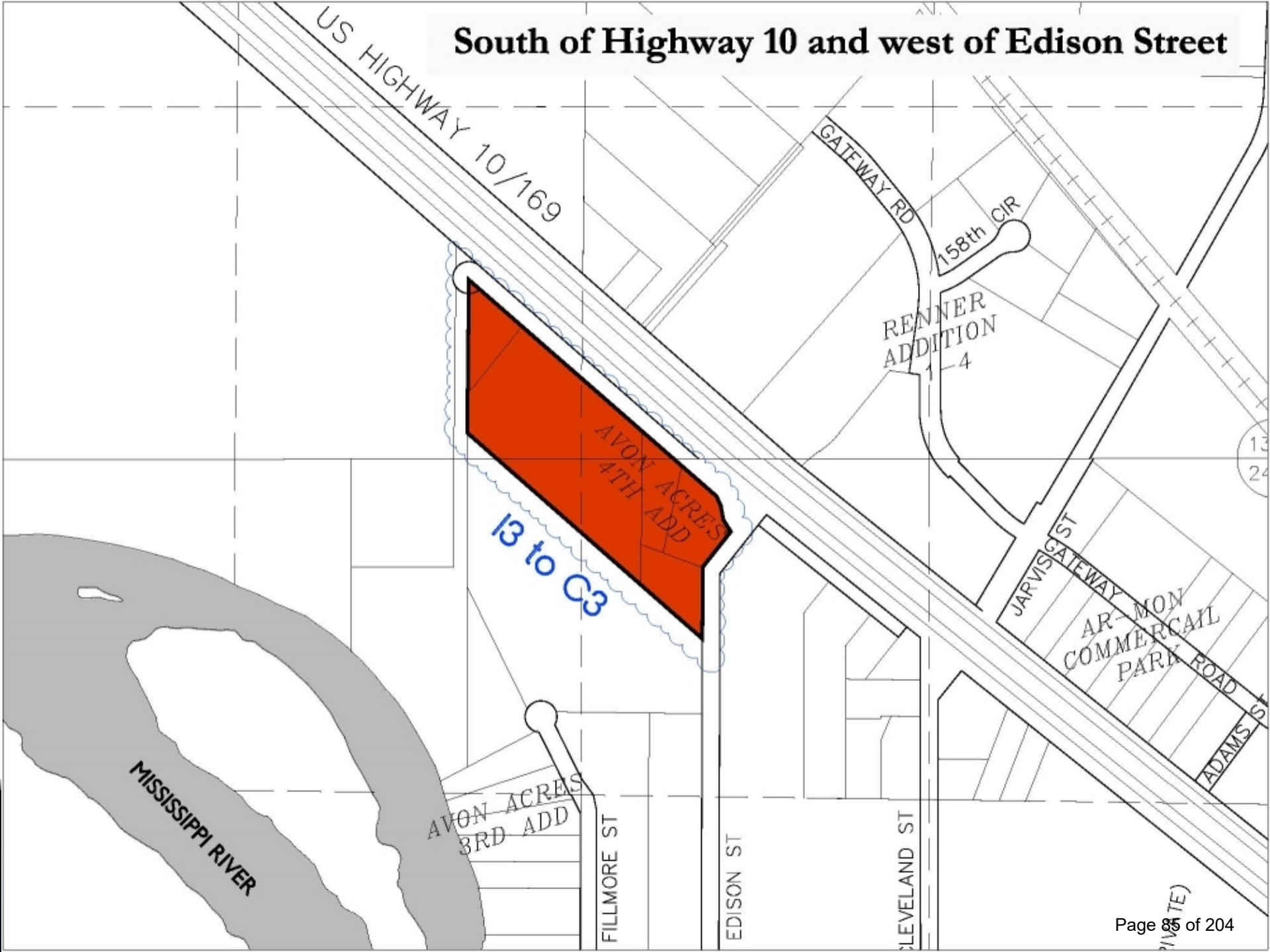
Hwy 10 at Edison

- Currently zoned **I-3** (General Industrial)
- Guided **Highway Business** (Land Use)
- Recommending
 - **C-3** (Highway Commercial)



SITE

South of Highway 10 and west of Edison Street

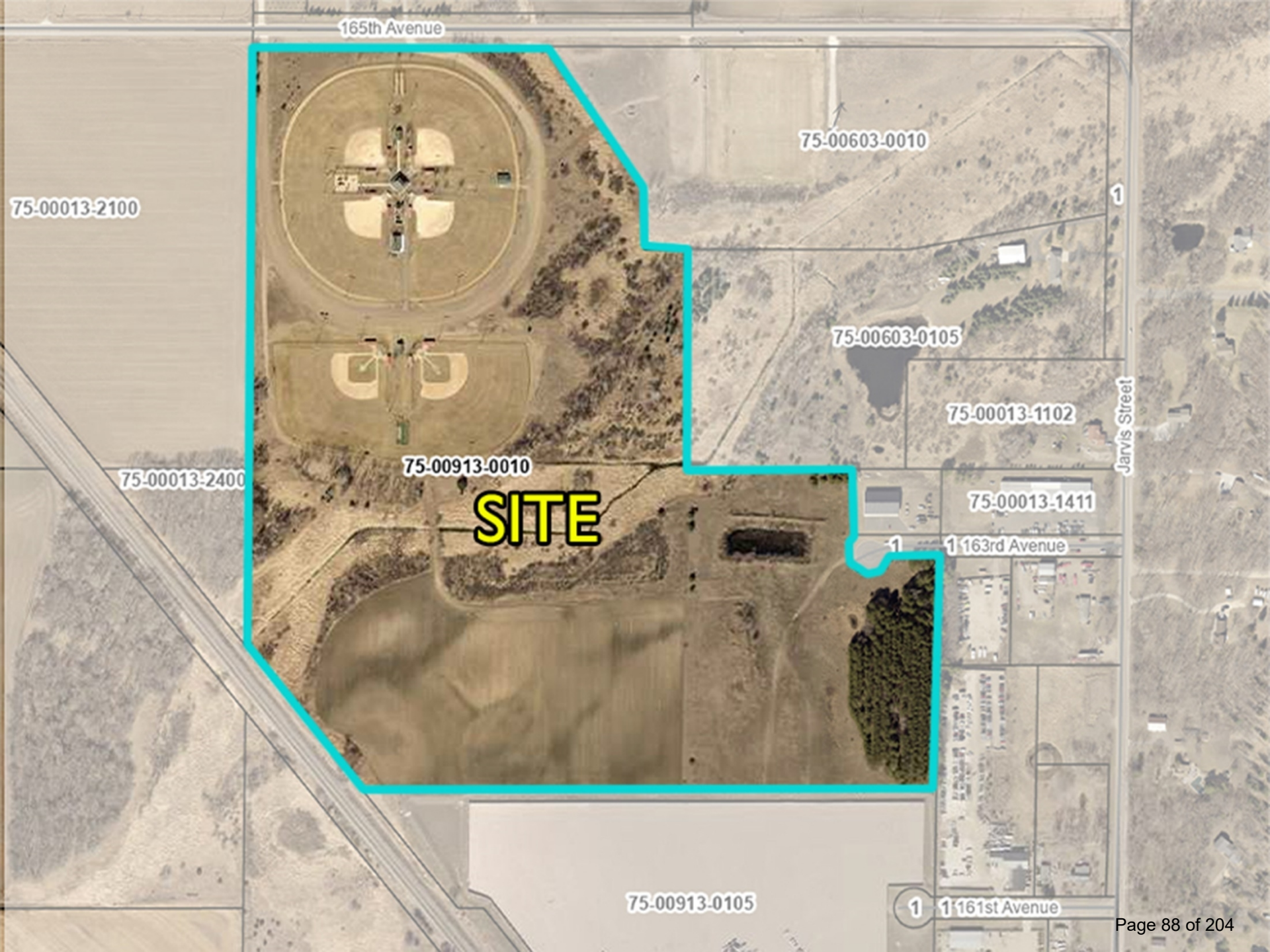


Public Comments

- Affect taxes?
 - No – based on use, not zoning

South of Plants & Things Recreation Complex

- Currently zoned **I-3** (General Industrial)
- Guided **Residential** (Land Use)
- Recommending
 - **R1-a** (Single Family Residential)



165th Avenue

75-00603-0010

75-00013-2100

75-00603-0105

75-00013-1102

1

Jarvis Street

75-00913-0010

SITE

75-00013-2400

75-00013-1411

1

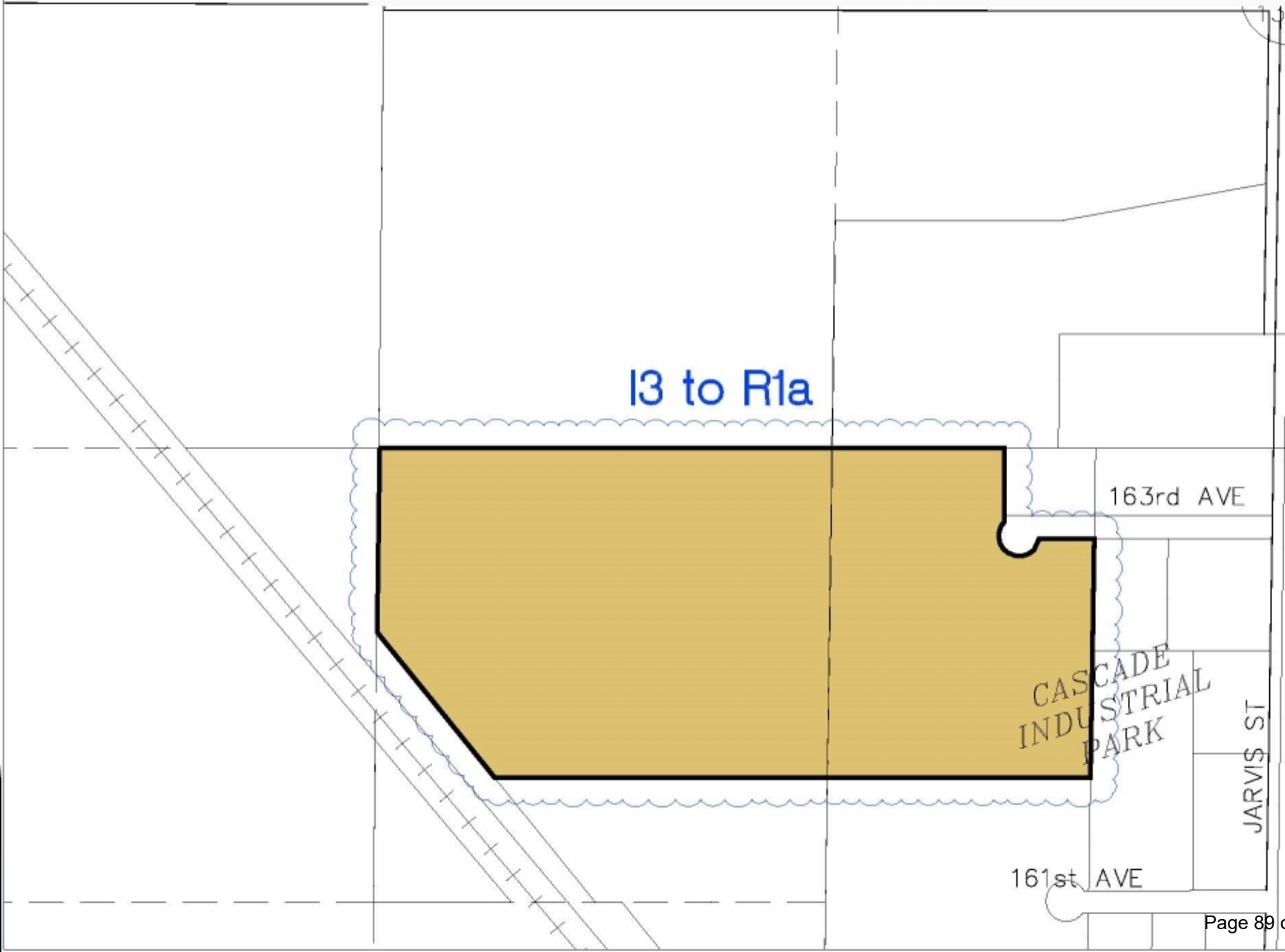
163rd Avenue

75-00913-0105

1

161st Avenue

South of the Plants and Things Recreation Complex



Planning Commission Meeting

- Staff clarified request is solely for a zone change
 - To match the Land Use designation
- No development is proposed
- Island falls within FEMA's Flood Plain

- PC had no concerns with the request
- Unanimously recommended approval of all 3

Action Requested

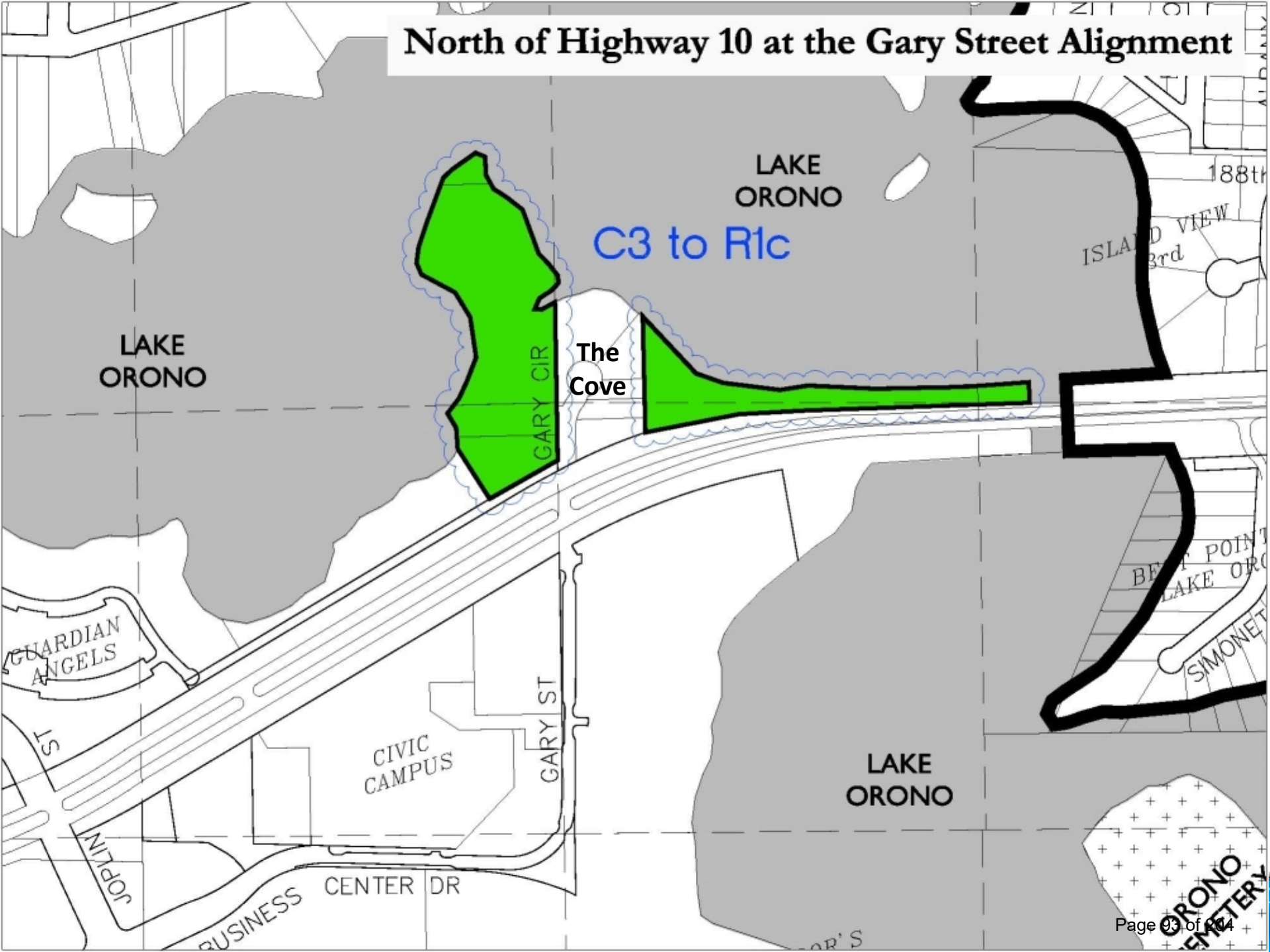
- Three actions will be required

Action

1. Adopt, by motion, Ordinance 24-22
 - To rezone certain property from Highway Commercial (C3) to Single Family Residential (R1-c)
2. Adopt, by motion, Ordinance 24-23
 - To rezone certain property from General Industrial (I3) to Highway Commercial (C3)
3. Adopt, by motion, Ordinance 24-24
 - To rezone certain property from General Industrial (I3) to Single Family Residential (R1a)

As the rezonings are consistent with the city's Land Use Plan adopted as part of the Comprehensive Plan

North of Highway 10 at the Gary Street Alignment



75-00132-1205

75-00132-1205

75-00132-2125

SITE

75-00934-0125

The
Cove

SITE

75-00132-1200

75-00132-2435

1

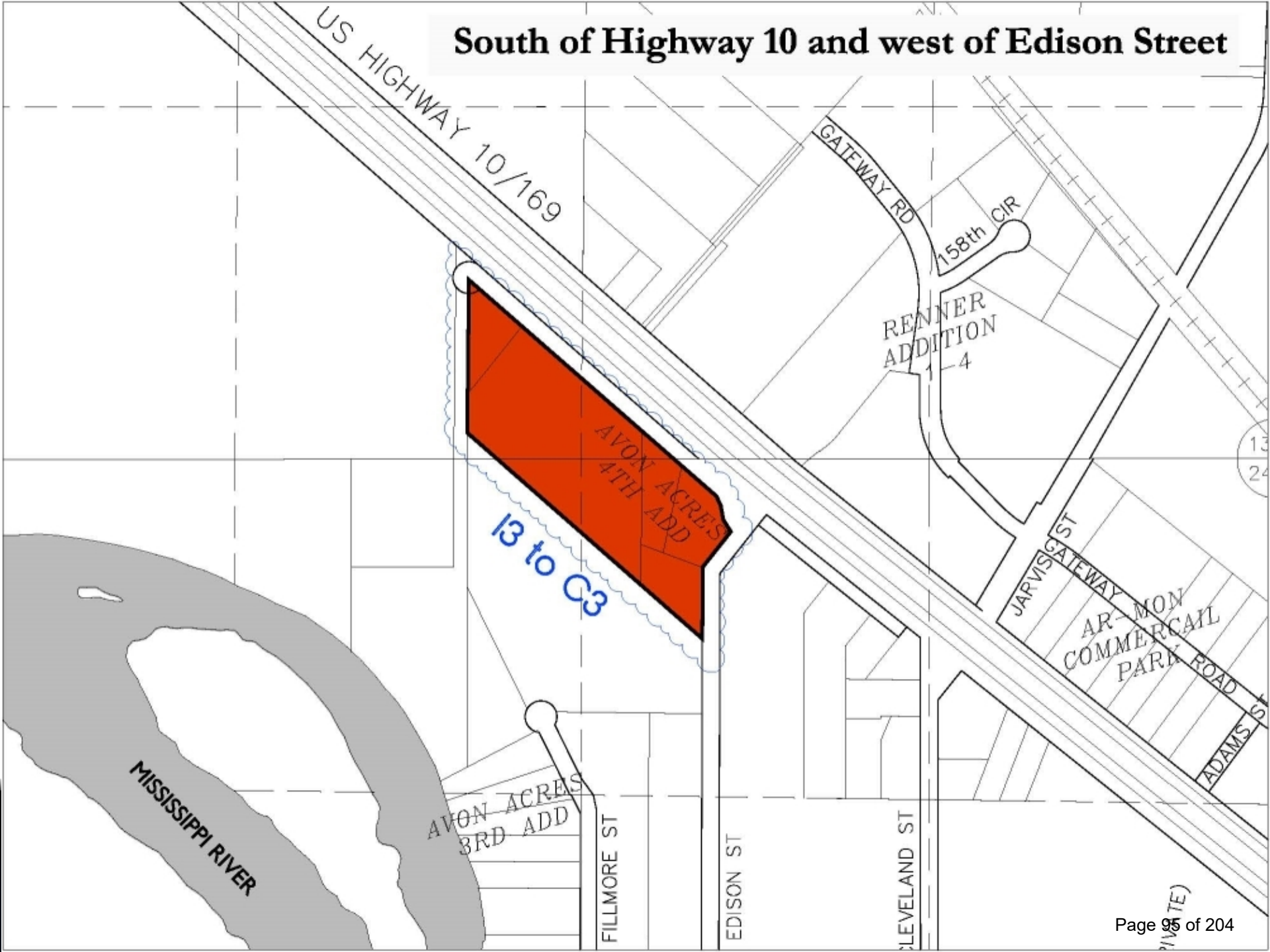
75-00934-0110

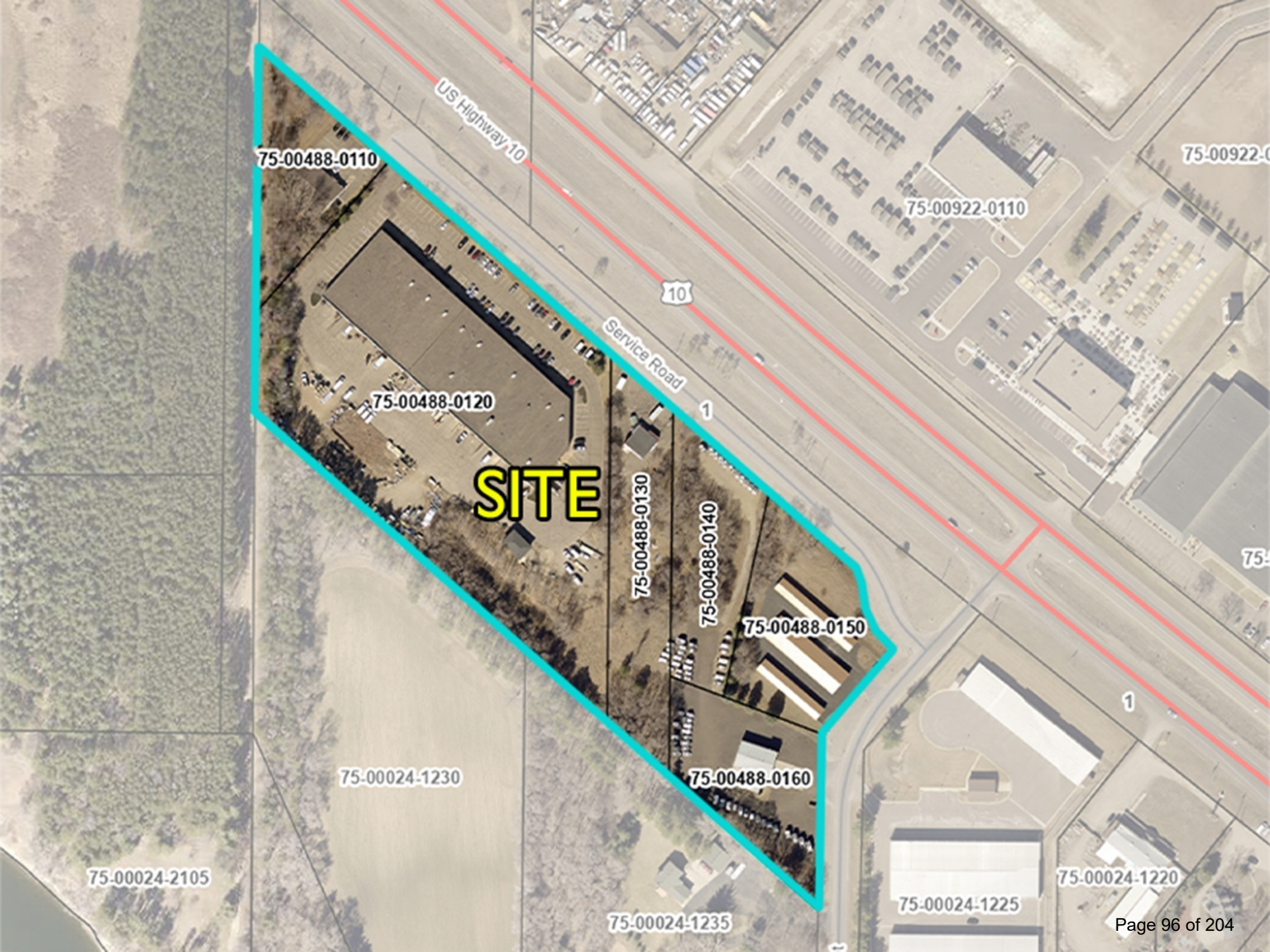
75-00934-0105

75-00132-1300

75-00132-2440

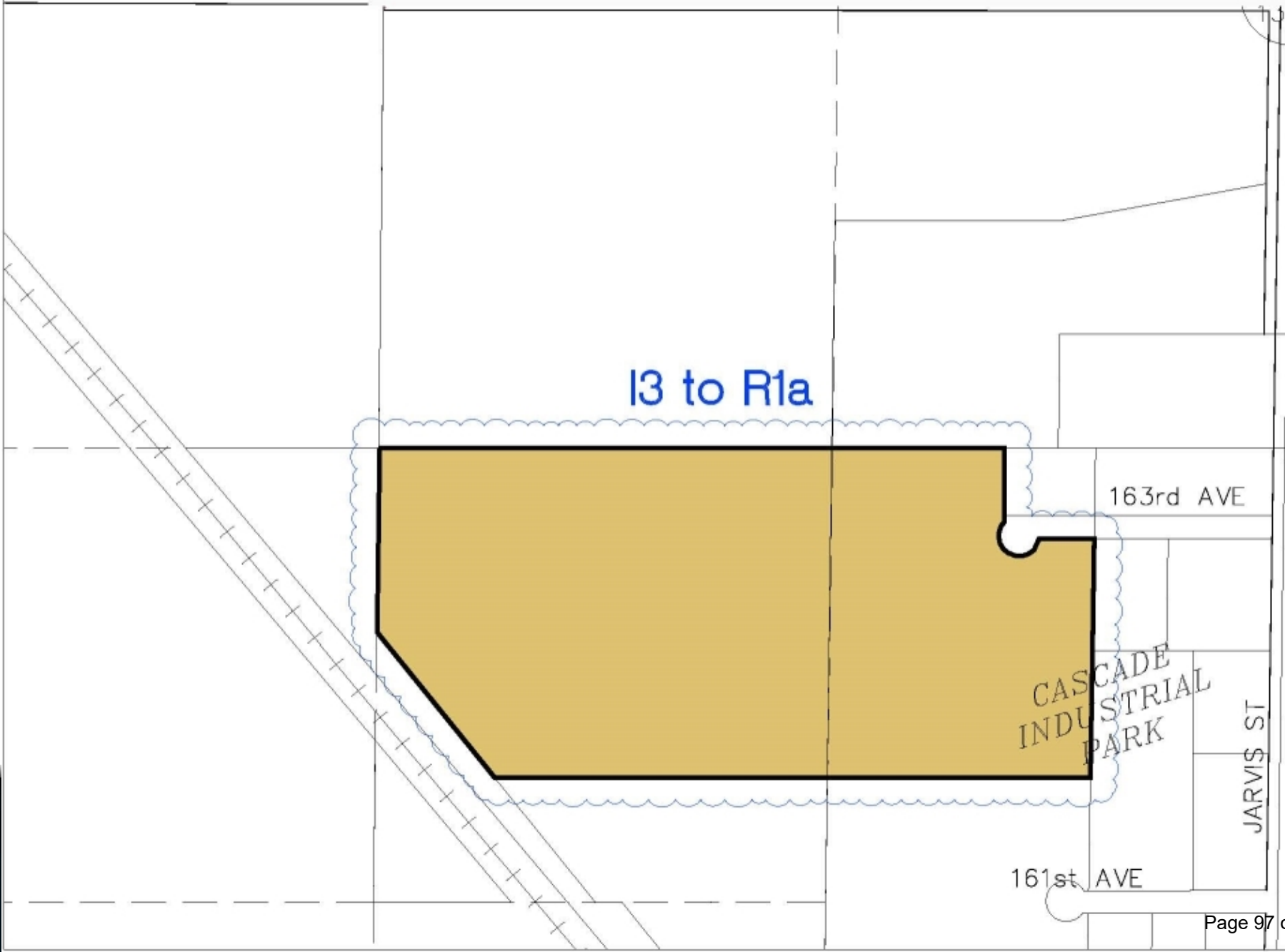
South of Highway 10 and west of Edison Street

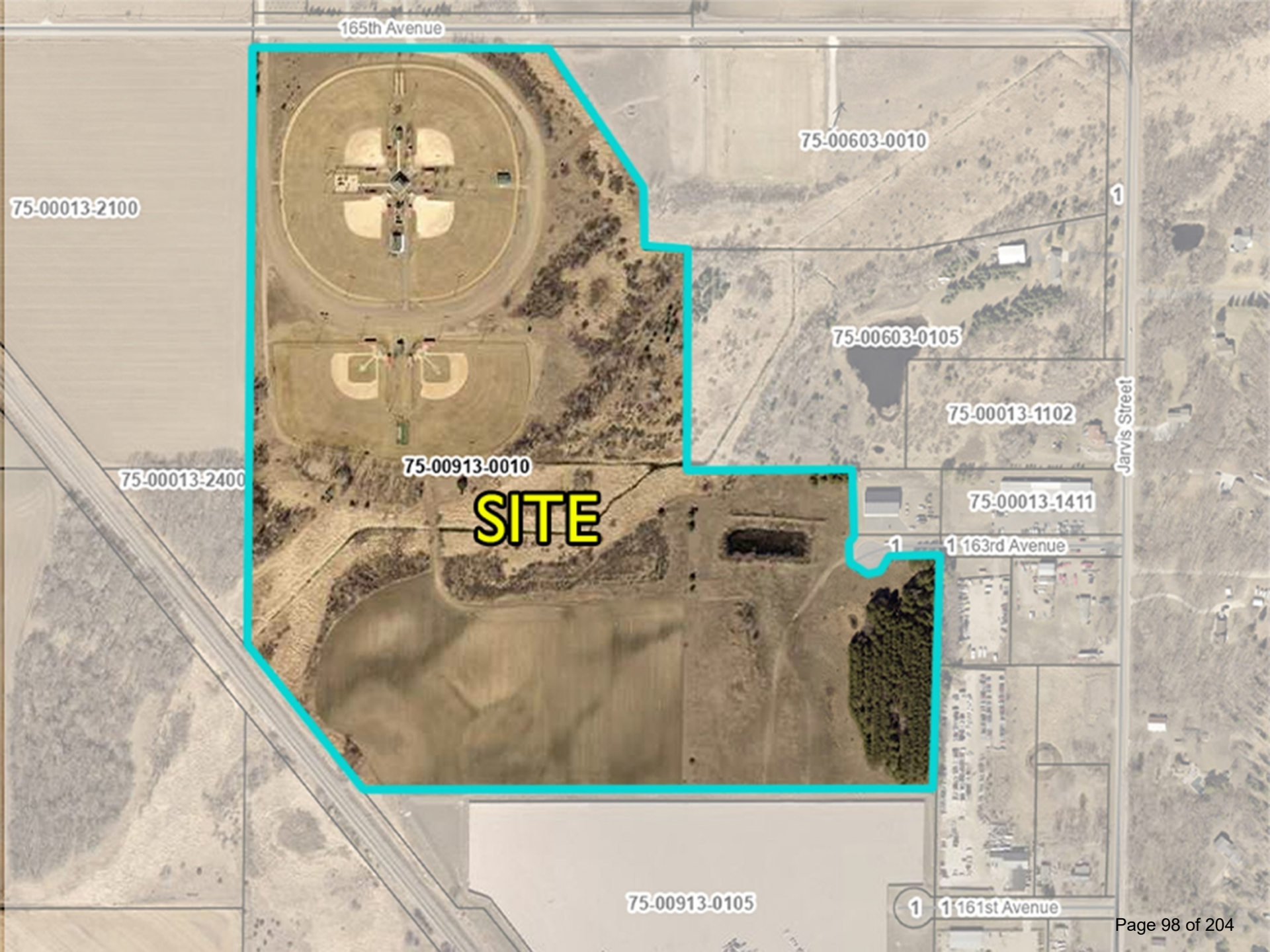




SITE

South of the Plants and Things Recreation Complex





165th Avenue

75-00603-0010

75-00013-2100

75-00603-0105

75-00013-1102

1

Jarvis Street

75-00913-0010

SITE

75-00013-2400

75-00013-1411

1

163rd Avenue

75-00913-0105

1

161st Avenue



Request for Action

To
City Council

Item Number
8.1

Meeting Date
November 18, 2024

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Northeast Sewer and Water Sub-Area Study

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, execution of the attached proposal for \$89,800 for professional services to complete a sub-study in the extended Northeast sewer and water services area.

Background/Discussion

As directed from the September 3, 2024, meeting, staff has further reviewed and gathered some costs for additional study into the existing sewer and water systems capacity to support a revised/smaller Northeastern service area. The attached proposal details work tasks and costs associated with the necessary modeling and system review required to help guide the determination of our existing system's ability to handle new service areas.

Financial Impact

The costs for this study would come from the Trunk Utility Fund.

Mission/Policy/Goal

Meet changing needs - agile

Attachments

1. Elk River Northeast Development Area Optimization AE2S Proposal 11.01.24

The Elk River Vision

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



November 1, 2024

Mr. Justin Femrite, PE
Public Works Director / Chief Engineer
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

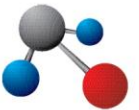
**Re: Northeast Development Area Optimization Proposal
City of Elk River, MN**

Dear Mr. Femrite:

Thank you for the opportunity to submit this proposal to complete a serviceability analysis to provide sewer and water service to future growth areas within the City of Elk River (City). Based upon the information provided to the AE2S project team during a meeting held on September 30, 2024, we are confident that the following general scope of services and associated fee proposal will meet the City's needs.

Project Understanding

The City of Elk River completed a serviceability analysis of the proposed Northeast and Northwest Urban Expansion Areas in 2023 in response to the projected growth. The northeast and northwest study areas span approximately 2,200 acres and 2,800 acres, respectively; and both areas are projected to be annexed to the City's utility systems over the next 20 years per the City's 2040 Comprehensive Plan. After accounting for the removal of wetlands and other non-developable areas, the net developable acreage in the northeast area is reduced to approximately 1,300 acres, while the northwest area decreases to around 1,900 acres. The majority of the developable acreage includes traditional single family residential land use, followed by mixed residential, and commercial. Annexing both study areas would increase the City's municipal service area significantly considering the City's existing service area spans approximately 8,000 acres. The City is now in the process of re-evaluating infrastructure needs to serve the northeast area as the ultimate boundary for this urban expansion area will potentially be modified/optimized. Therefore, the City is seeking services from a qualified consultant to assist with this optimization effort.



Data Request Items

The following data is requested from the City to complete the analysis:

1. 2024 Flow data for the sanitary sewer lift stations identified to be located downstream of the proposed development(s). Influent flow data at the WWTF will also be beneficial.
2. Pump drawdown test data for the sanitary sewer lift stations located downstream of the proposed development(s). A drawdown test form will be provided for City staff to utilize.
3. Updated water distribution system model reflecting existing development conditions for the water distribution system. To be provided by Elk River Municipal Utilities (ERMU).
4. ERMU will provide 1-year of water meter billing data, including the service address. Meter billing data can be joined to georeferenced meter locations (or a GIS layer) by meter ID, account number, or physical address.
5. ERMU will provide a list of capital improvements (new wells, treatment plants, storage tanks, etc.), if any are already planned for the next 20-years.
6. GIS data for the following:
 - Existing sanitary sewer system (including pipe diameters and inverts). Sanitary sewer as-built data may be needed should trunk invert data not be available via GIS.
 - Sewershed boundaries.
 - Existing water distribution system layout (including pipe diameters).
 - Land use data for the areas served by the existing system (water and sewer service areas) and the projected land use designations for the proposed areas to be served.

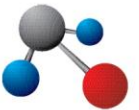
Additional data may be required upon initial review of the data provided by the City.

Project Approach

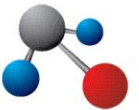
Planning level sanitary sewer and watermain extension alternatives will be developed to provide the City with recommendations of future utility extensions based upon the existing conditions and anticipated development growth.

The proposed scope of services includes the following:

1. Project Communication:
 - a. Provide project management and coordination with City staff.



- b. Attend one (1) in-person kick-off meeting to discuss project goals, data request needs, project timeline, etc.
 - c. Attend two (2) virtual check-in meetings with City staff to discuss proposed utility extensions, findings, and recommendations.
 - d. Attend one (1) virtual project summary meeting with City staff to discuss the draft report.
 - e. Prepare and deliver one (1) in-person presentation on the final report and recommendations to the City Council.
2. Sanitary Sewer System Analysis:
- a. Assessment of Baseline Flows:
 - i. Evaluate previous studies completed by the City.
 - ii. Evaluate sanitary sewer flow pumped by lift stations located downstream of the proposed development(s).
 - 1. City staff to provide historical flow data at each lift station in the form of pump runtime data.
 - 2. City staff to provide historical influent flow data at the system's wastewater treatment facility (WWTF).
 - 3. City staff to complete pump drawdown tests, with guidance from AE2S staff, to identify each lift station's existing firm pumping capacity.
 - 4. Calculate residual pumping capacity at each lift station by calculating existing average and peak hourly flows pumped and comparing them to each lift station's firm pumping capacity.
 - 5. Calculate residual flow capacity for each lift station's forcemain based on industry-standard recommended headloss and velocity design points.
 - b. Sanitary Sewer Model Development:
 - i. Develop a sanitary sewer system model for the sanitary sewersheds located downstream of the proposed development(s). Model to include lift stations, forcemains, and gravity pipe 8-inch in diameter and larger.
 - ii. Develop two (2) flow scenarios (steady state average daily flow and steady state peak hourly flow).
 - c. Sanitary Sewer Flow Projections:
 - i. Project the existing, 2045, and ultimate average daily and peak hourly sanitary sewer flows for the areas to be served based upon the planned growth and future zoning classifications. If City-specific peak hourly peaking factors cannot be used due to a lack of available historical data, Metropolitan Council Environmental Services Flow Variation Factors for

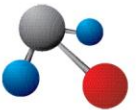


Sewer Design and/or Ten States Standards shall be used for planning purposes to calculate sanitary sewer peak hourly flows.

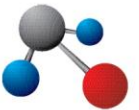
d. Sewer Infrastructure Needs Assessment:

- i. Utilize the newly created sanitary sewer model to estimate residual capacity of the relevant portion of the City's existing sewer trunk system. Residual capacity will be identified for each trunk section. Provide recommendations for upsizing existing trunk gravity sewer lines and/or existing sanitary sewer lift stations, if needed, to accommodate projected flow.
- ii. Provide preliminary trunk sanitary sewer sizing recommendations for the growth areas based on the peak hourly flow estimates of the Elk River flow. Diameter recommendations will be based on the proposed trunks flowing 85-percent full at the Ten States Standards' recommended minimum slopes for ultimate growth and peak hourly flow conditions.
- iii. Determine if existing trunk sanitary sewer can be extended to serve the growth areas by gravity. Gravity service will be given priority over pressurized flow. Gravity service will be extended such that a minimum cover depth of 10-feet and a maximum bury depth of 30-feet are maintained. Bury depths beyond 30-feet will be studied on a case-by-case basis if a greater bury depth can help avoid the need for a lift station.
- iv. Recommendations will be provided for areas that cannot be served by gravity in the form of sanitary sewer lift stations. If lift stations are needed, provide recommendations for initial design firm pumping capacity, ultimate design firm pumping capacity, recommended pump quantity (initial and ultimate), recommended layout (wet well & valve vault, dry pit/wet pit, etc.), forcemain diameter, quantity (single or dual forcemains), forcemain material, and standby power recommendations. Forcemain sizing recommendations will balance maintaining adequate velocities and head losses per Ten States Standards' recommendations.
- v. A maximum of two (2) sanitary sewer alternatives/alignments will be evaluated to serve the growth areas. One iteration per alternative is anticipated upon initial City review.
- vi. Develop one exhibit for each alternative showing proposed sewer alignment to serve the planning areas and any recommended improvements to the existing system. Alignments will be prepared using ArcGIS Pro Software and will identify the following: recommended trunk diameters, recommended sanitary sewer inverts for select inverts along the trunk alignment, and recommended lift station locations with associated forcemain alignment (if needed).

3. Water Distribution System Analysis:



- a. Assessment of Baseline Demand:
 - i. Evaluate previous studies completed by the City.
 - ii. Assess the City's existing water demands for current development conditions.
- b. Water Demand Projections:
 - i. Project the existing, 2045, ultimate average and maximum day demands for the areas to be served based on the planned growth and future zoning classifications. The boundary of the service area to be studied for the water system study will match the service areas identified as part of the sewer study.
- c. Water Infrastructure Needs Assessment:
 - i. Utilize the City's water distribution system model in conjunction with the projected demand to plan for infrastructure needs.
 - ii. Provide preliminary transmission watermain sizing recommendations for the development areas based on the maximum day demand.
 - iii. Determine if additional infrastructure beyond transmission watermains (booster stations, pressure reducing stations, water towers, treatment, etc.) will be needed.
 - iv. Develop a planning level transmission watermain alignment to serve the planning areas. A single alignment will be prepared using ArcGIS Pro Software and will identify the following: recommended transmission diameters and other recommended infrastructure. One iteration per alignment is anticipated upon initial City review.
- 4. Opinion of Probable Project Cost Development:
 - a. Prepare planning-level Opinion of Probable Project Cost for the proposed sanitary sewer and water system improvement options. Normalize the cost to a "per unit" basis considering the anticipated number of residential equivalent units to be served by the revised service area boundary.
- 5. Feasibility Study Amendment Report:
 - a. Prepare a draft report summarizing the findings and recommendations of the study. The report is intended to be an update to the previous service area expansion report. Review the draft report with City staff.
 - b. Prepare a final report based upon the City's review comments.
 - c. The following GIS figures have been identified to be included in the report:
 - i. Existing sanitary sewer system highlighting City-Owned infrastructure (interceptors, meters, and lift stations), sewersheds, and the development areas to be studied.

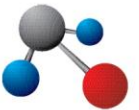


- ii. Existing water distribution system highlighted infrastructure (wells, treatment plants, storage facilities, booster stations, PRV stations, etc.), pressure zones, and the development areas to be studied.
- iii. Figure showing the limits of the planned developments and the proposed land use for the development areas that will be used to estimate sanitary sewer flows and water demands.
- iv. Figure of the existing sanitary sewer trunk system showing residual capacity in percentage and flow for ultimate development conditions.
- v. Three (3) figures, one for each proposed utility alignment (two (2) sanitary alignments and one (1) for the water system) to serve the development areas.

Assumptions

The proposed scope of services includes the following assumptions:

1. City staff will provide the data request items in a timely manner.
2. A review of recent studies is limited to the City's most recent Comprehensive Plan adopted in 2021 and the Northeast & Northwest Urban Service Area Expansion Study completed in 2023.
3. City staff will perform draw down test(s) with guidance from AE2S staff. A drawdown test form will be provided for City staff to utilize.
4. Metropolitan Council Environmental Services Flow Variation Factors for Sewer Design and/or Ten States Standards shall be used for planning purposes to calculate sanitary sewer peak hourly flows.
5. A capacity analysis of the WWTF is not included in this scope.
6. Most of the data needed for the development of the sanitary sewer system model including pipe diameters, invert elevations, trunk alignments, etc. is available in GIS format. A detailed review of sanitary sewer as-builts to identify pipe diameters, invert elevations, etc. is not included in this scope and fee. However, it is anticipated that as-builts may be needed to verify some of the GIS data.
7. Completing sanitary sewer flow monitoring is not included in this scope and fee as it is anticipated that lift station flow data will be sufficient for the study. If needed, flow monitoring could be completed for an additional fee. If needed, it would be recommended to complete sanitary sewer flow monitoring in the spring of 2025 to evaluate the impact of infiltration/inflow (I/I) in the existing sanitary sewer infrastructure.
8. Sanitary sewer model will be developed using AquaTwin Sewer software.



9. ERMU will provide historical water demand data (up to 5 years) for the existing water distribution system for each pressure zone.
10. Water distribution system model will be updated using WaterGems. Modeling scenarios will be limited to steady-state only.
11. The scope and fee does not include identifying permit requirements for stormwater, erosion control, DNR, MPCA, MDH, etc.

Schedule

We anticipate that full project delivery will be completed within the schedule depicted in the table below. The virtual check-in meetings are to be scheduled during the model setup and alternative development period. The project summary meeting is anticipated to be held upon delivery of the cost estimate and draft engineering report. The final in-person presentation of the findings and recommendations to the City Council will be scheduled upon delivery of the final report.

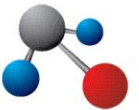
Task Description	Duration ⁽¹⁾
Model Setup and Alternative Development	4 months
Cost Estimate & Draft Report	1 month
Final Report	1 month

(1) Most of the data requested within this proposal is required to develop the new sanitary sewer model, which is the first task of this project. Therefore, task durations may be impacted should data not be readily available at the beginning of the study.

Fee Proposal Estimate

AE2S will complete the proposed scope of services outlined above for an hourly, not-to-exceed, fee of **\$89,800**. The table below depicts the anticipated fee estimate to complete each task based on our 2024 hourly rate schedule. A detailed fee table is provided as an attachment to this proposal. Professional fees and expenses are based on the understanding presented within this letter.

Task Number	Task Description	Fee Estimate
1	Project Management & Communication	\$12,985
2	Sanitary Sewer System Analysis	\$38,719
3	Water Distribution System Analysis	\$13,715
4	Opinion of Probable Project Cost	\$6,558
5	Feasibility Study Report Preparation	\$17,823
Total Hourly Not-to-Exceed Fee		\$89,800



City of Elk River
Northeast Development Area Optimization Proposal
Page 8 of 8

We appreciate the opportunity to assist the City of Elk River with this work and look forward to collaborating with you on this effort. If you have any questions or comments regarding our proposed services or if you need additional information, please do not hesitate to contact me at (763)-204-5303.

Sincerely,

AE2S

Ursinio Puga, PE
Project Manager

Date: November 1, 2024

Northeast Development Area Optimization Fee Estimate	Puga, PE	Schaefer, PE	Puffe, PE	Calhoon	Landrus, PE	Amundson	Staff	Subtotal Hours	Labor	Expenses	Total
	PM	QAQC	Modeling Lead	Modeling Support	Civil Lead	Engineer EIT	Admin				
2024 Billing Rate	\$ 197	\$ 282	\$ 197	\$ 168	\$ 197	\$ 140	\$ 166				
2025 Billing Rate (assumed rate 4% increase)	\$ 213	\$ 293	\$ 205	\$ 175	\$ 205	\$ 146	\$ 173				
Task 1 - Project Management and Communication	33	9	17	0	0	0	0	59	\$12,693	\$292	\$12,985
Project Management and Coordination	8							8	\$1,576		\$1,576
In-Person Kickoff Meeting (1 Hr) and Meeting Prep.	6	4	3					13	\$2,901	\$202	\$3,103
Virtual Check-In Meeting No. 1 (1 Hr) and Meeting Prep.	3	1	3					7	\$1,464		\$1,464
Virtual Check-In Meeting No. 2 (1 Hr) and Meeting Prep.	3	1	3					7	\$1,464		\$1,464
Virtual Project Summary Meeting (1 Hr) and Meeting Prep.	4	3	4					11	\$2,551		\$2,551
In-Person City Council Presentation (1 Hr) and Prep.	9		4					13	\$2,737	\$90	\$2,827
Task 2 - Sanitary Sewer System Analysis	22	2	72	54	15	50	0	215	\$38,669	\$50	\$38,719
Review Previous Sanitary Sewer Planning Studies	1		5			8		14	\$2,302		\$2,302
Existing Lift Station Flow Assessment			1			5		6	\$897		\$897
Sanitary Sewer Model Development (existing / 2045 / ultimate scenarios)	10		40	54				104	\$18,922	\$50	\$18,972
Sanitary Sewer Flow Projections (average day & peak hour)	1		6			2		9	\$1,659		\$1,659
Estimate Existing Residual Capacity	2		10					12	\$2,364		\$2,364
Develop Optimization Alternatives (2 alternatives)	8	2	10		15	35		70	\$12,525		\$12,525
Task 3 - Water Distribution System Analysis	7	2	34	0	8	23	0	74	\$13,715	\$0	\$13,715
Review Previous Water Distribution System Planning Studies			4			5		9	\$1,488		\$1,488
Determine Historical (5-year) and Existing Water Demands			4			8		12	\$1,908		\$1,908
Water Demand Projections (average day & max day)	1		6			2		9	\$1,659		\$1,659
Assess Other Infrastructure Needs (towers, wells, etc.)	2		10					12	\$2,364		\$2,364
Develop Optimization Alternative (1 alternative)	4	2	10		8	8		32	\$6,296		\$6,296
Task 4 - Opinion of Probable Cost Development	8	2	2	0	6	18	0	36	\$6,558	\$0	\$6,558
Opinion of Probable Cost for Alternatives (3 alternatives)	6	1	2		6	15		30	\$5,401		\$5,401
Cost Normalization and Comparison to Initial Northeast Study	2	1				3		6	\$1,157		\$1,157
Task 5 - Feasibility Study Report	16	3	36	0	0	36	5	96	\$17,788	\$35	\$17,823
Development of Final Exhibits (GIS Figures) for the Draft Report	2		25			5		32	\$6,281		\$6,281
Draft Report Preparation	10	3	6			25	5	49	\$8,754		\$8,754
Final Report and Exhibit Preparation	4		5			6		15	\$2,753	\$35	\$2,788
Estimated Subtotal Hours for AE2S Staff - 2024	37	6	95	54	0	30	0	222			
Estimated Subtotal Hours for AE2S Staff - 2025	49	12	66	0	29	97	5	258			
Estimated Labor and Expenses for AE2S Staff	\$ 17,726	\$ 5,208	\$ 32,245	\$ 9,072	\$ 5,945	\$ 18,362	\$ 865		\$89,423	\$377	
	Puga, PE	Schaefer, PE	Puffe, PE	Calhoon	Landrus, PE	Amundson	Staff	Total AE2S Not-to-Exceed Fee		\$89,800	



Request for Action

To
City Council

Item Number
8.2

Meeting Date
November 18, 2024

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

Item Description
Northbound Liquor Staffing

Reviewed by
Cal Portner
Joe Stremcha
Tina Allard

Action Requested

Approve, by motion, a change to our authorized full-time staffing count for Northbound.

Background/Discussion

At the October 21, 2024, Regular Work Session, staff outlined the challenges we are having staffing Northbound Liquor with the current mix of part-time and full-time staffing. The Council asked for further information regarding the costs associated with regular full and part-time employees.

Based on the raw wage/benefit for 2,080 hours, a full-time employee will cost \$30k-\$50k more (between Steps A and E). This is primarily the cost of health insurance benefits. Wage steps are a little higher and they do accrue sick and vacation time. Part-time employees are eligible to accrue and use ESST leave per state law.

We generally get more longevity from full-time, reducing our recruitment, onboarding, and training costs. New hires take approximately 20-25 hours of technical (HR/PD) and managerial staff hours from recruitment to training time per hire.

Due to their longevity/commitment, full-time employees can typically tackle higher-level tasks and flex work into periods of higher need, which reduces demands on other full-time and management staff.

Over the past five years, we recruited, interviewed, backgrounded, hired, and trained 33 part-time employees at Northbound, of whom 10 are still employed. Estimates vary, but the hiring process costs about \$4,000 per employee.

Financial Impact

An annual increase of \$30-50k for an additional full-time liquor store employee with a significant reduction of future part-time recruitment, onboarding, and training expenses.

Mission/Policy/Goal

Meet changing needs - agile

The Elk River Vision

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



Attachments

None



Request for Action

To
City Council

Item Number
10.1

Meeting Date
November 18, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Meadowwoods Village Sewer Treatment Discussion

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Discuss the Meadowwoods Village HOA's request for connection to the city sewer system.

Background/Discussion

The Meadowwoods Village subsurface sewer treatment system was installed in the early 2000s and currently serves 39 residential homes. The system is owned and maintained by a third-party company to which the Homeowners Association (HOA) makes monthly payments.

Like other subdivisions with cluster septic systems in the recent past, Meadowwoods Village HOA, through the attached petition, is requesting a connection to the city sewer system. Their current nutrient output exceeds the permitted amounts set by the MPCA, meaning substantial improvements would need to be made to continue their current cluster septic operations. Considering long-term maintenance and ownership, the HOA seeks to connect to the city sewer.

Provided it is the desire of the Council to consider a public project to extend sewer service to accommodate the request, some initial direction on the following is desired.

- Execution of Agreement with HOA and surety
- Project inclusion in the Capital Improvement Plan
- Buyout of current cluster system ownership
- Preliminary assessment considerations and potential process
- Project development (preliminary design, final design, construction)

Financial Impact

N/A

Mission/Policy/Goal

Meet changing needs - agile

The Elk River Vision

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



Attachments

I. 2024-10-22 PETITION REV0

PRELIMINARY PETITION, WAIVER AND AGREEMENT FOR PAYMENT OF THE COST TO DISCONNECT AND DECOMMISSION THE EXISTING PRIVATE SANITARY TREATMENT SYSTEM, DESIGN AND CONSTRUCT A SANITARY SEWER CONNECTION FOR THE MEADOWWOODS VILLAGE SUBDIVISION INTO THE CITY OF ELK RIVER SANITARY SEWER SYSTEM, AND FOR ASSESSMENTS OF AMOUNTS PAID AS A SPECIAL CHARGE UNDER MINNESOTA STATUTES, SECTION 429.101.

TO: City Council of the City of Elk River

The undersigned owners (the Owners), of the 39 properties (the Properties) located within the Meadowwoods Village Subdivision (the Subdivision) as legally described on the signature page of this Petition, Waiver and Agreement (the Agreement), petition the City of Elk River (the City) to perform and to pay for the costs of:

- Engineering & Design of a municipal sanitary sewer system for the Subdivision.
- Decommissioning and removal of the existing private sanitary treatment facility as required by local and state laws.
- Completing the final purchase of the existing private sanitary treatment system and associated sanitary gravity pipe serving the Properties from the current operator/owner Natural Systems Utilities (NSU).
- Construction of municipal sanitary sewer extension to connect to the existing sanitary sewer pipes serving the Properties to the City system

The owners will further memorialize this Project in a Sanitary Sewer Connection Agreement, which the Owners shall enter into with the City. The Owners further petition the City to levy a special assessment against each Property within the Subdivision pursuant to Minnesota Statutes, Section 429.031, subd 3, in the amount of the total cost of the project, including all City administrative and other costs attributable to the project, in equal amounts to each of the 39 lots in the Subdivision, with an estimated cost of \$35,184 for each of the 39 lots. The actual project costs will be communicated with the Subdivision board members at major project milestones throughout the process, including, but not limited to, engineering and design proposal acceptance, engineering construction estimate, construction bids, and final completion.

Owners acknowledge and agree: (1) the existing treatment system is not within compliance of the Minnesota Pollution Control agency (MPCA) standards and regulations; (2) the MPCA non-compliance has created a public health and safety risk; (3) that in lieu of replacing the existing private sanitary sewer system, the Owners have collectively agreed to connect the Subdivision to the City of Elk River Sewer System; (4) that the project as described in Exhibits A & B is reasonable and necessary to connect the Subdivision to the City sanitary system and to mitigate the public health and safety hazards for the Properties; (5) that the project cost as identified in Exhibit A is reasonable and necessary to complete the overall sanitary sewer improvements and connections; and (6) that the Owners have been provided the opportunity to pay the cost of the proposed project without the City's involvement and have elected instead to petition the City to pay the costs of the project and assess the full amount of the project cost to the Properties.

Owners acknowledge that the City may accept or reject this Agreement at the City's sole discretion, for any reason, however, if the City accepts this Agreement:

- Owners will provide the City with the necessary easement, consents, and other approvals required for the City to enter on the Subdivision and the Properties to complete the project.
- The project shall be contracted by the City pursuant to the City's normal procedures and as required by Minnesota law.
- The City shall bear only that responsibility for or liability related to the performances of the project as is provided by law.
- The Owners shall hold harmless and indemnify the City from any claims related to the performance of the project.
- Upon completion and acceptance of the project, the City shall make payment to the City's contractor(s) or other parties who completed the project.
- The payment by the City of the cost of the project shall create an unpaid special charge against the properties that shall be specially assessed against each Property within the Subdivision by the City as allowed by Minnesota Statutes, Section 429.101, subd. 1(a)(3); (9) that the City will conduct this assessment pursuant to the procedures in Minnesota Statutes

Owners represent and warrant that they are the fee Owners of the Properties as identified on the signature page of this Agreement; agree to make payment of all assessments levied pursuant to this Agreement for payment of the cost of the project; agree that they shall be personally liable for payments not made; agree that this agreement shall be binding on Owners and Owner's successors and assigns; agree that all assessments levied pursuant to this Agreement shall be paid in full prior to or at the time of transfer of the Property to a subsequent owner; and agree that this Agreement may be recorded against the title to the Properties.

Owners acknowledge that this Petition, Waiver and Agreement may be executed electronically and in counterparts.

[Signature Page to Follow]

Address: 21095 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 7

Owner: Laura Thorsbakken

Signature: Laura Thorsbakken

Date: 10.13.24

Owner: Alen Thorsbakken

Signature: [Signature]

Date: 10-13-24

Address: 21090 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 5, LOT 1

Owner: Shannon Wallenfelt

Signature: Shannon Wallenfelt

Date: 10/10/2024

Owner: Jeff Wallenfelt

Signature: [Signature]

Date: 10/10/24

Address: 21070 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 5, LOT 2

Owner: Cary & Veronica Anderson

Signature: Veronica Anden

Date: 10/10/24

Owner: [Signature]

Signature: Harry Anderson

Date: 10/10/24

Address: 21054 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 5, LOT 3

Owner: Brad & Kylee Ewert

Signature: Kylee Ewert

Date: 10/13/2024

Owner: Brad Ewert

Signature: Brad Ewert

Date: 10/13/24

Address: 13506 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 3, LOT 4

Owner: Toby Helgeson

Signature: [Signature]

Date: 10/10/24

Owner: Amanda Helgeson

Signature: [Signature]

Date: 10/10/2024

Address: 13488 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 3, LOT 5

Owner: Philip Brader

Signature: [Signature]

Date: 10/10/24

Owner: Lisa Brady

Signature: [Signature]

Date: 10/10/24

Address: 13473 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 1

Owner: Lindsay Hoffman

Signature: [Signature]

Date: 10/10/24

Owner: Andy Hoffman

Signature: [Signature]

Date: 10/10/24

Address: 13493 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 2

Owner: Tracy Harris

Signature: [Signature]

Date: 10-10-24

Owner: Mila Kovacevich

Signature: [Signature]

Date: 10-13-2024

Address: 20907 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 1

Owner: Stephanie Hamilton

Signature: [Signature]

Date: 10/13/24

Owner: STEVE HAMILTON

Signature: [Signature]

Date: 10/13/24

Address: 20925 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 2

Owner: Beth L Neal

Signature: [Signature]

Date: 10/10/24

Owner: _____

Signature: _____

Date: _____

Address: 20939 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 3

Owner: KERRY LAMP

Signature: [Signature]

Date: 10-20-24

Owner: ROGER LAMP

Signature: [Signature]

Date: 10-20-24

Address: 20957 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 4

Owner: JESSE BLEED

Signature: [Signature]

Date: 10/10/24

Owner: Emily Bleed

Signature: [Signature]

Date: 10/10/24

Address: 21036 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 5, LOT 4

Owner: Zach Meschke

Signature: Zach Meschke

Date: 10-10-2024

Owner: _____

Signature: _____

Date: _____

Address: 21016 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 5, LOT 5

Owner: Molly Kirby

Signature: Molly Kirby

Date: 10-11-24

Owner: NA

Signature: _____

Date: _____

Address: 20984 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 6, LOT 1

Owner: Melissa Almich - MICHAEL ALMICH

Signature: Melissa Almich

Date: 10-11-24

Owner: Melissa Almich

Signature: Melissa Almich

Date: 10-11-24

Address: 20966 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 6, LOT 2

Owner: Pa Yang

Signature: Pa Yang

Date: 10/10/24

Owner: _____

Signature: _____

Date: _____

Address: 20973 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 5

Owner: Ryan Kirkcaldie

Signature: [Signature]

Date: 10/10/24

Owner: JOSANN JOHNSON

Signature: [Signature]

Date: 10/11/24

Address: 20991 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 6

Owner: Nick Burggraff

Signature: [Signature]

Date: 10/10/24

Owner: Jill Burggraff

Signature: [Signature]

Date: 10/10/24

Address: 21013 Lander St NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 7

Owner: Brian Traut

Signature: [Signature]

Date: 10/13/24

Owner: Pamela Traut

Signature: [Signature]

Date: 10/13/24

Address: 20992 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 8

Owner: David J. Sunny

Signature: [Signature]

Date: 10-10-24

Owner: Kara Janiga

Signature: [Signature]

Date: 10-10-24

Address: 20988 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 2, LOT 9

Owner: Gena Sperling

Signature: Gena Sperling

Date: 10/10/24

Owner: Justin Sperling

Signature: Justin Sperling

Date: 10/10/24

Address: 21011 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 3, LOT 1

Owner: _____

Signature: _____

Date: _____

Owner: _____

Signature: _____

Date: _____

Voted "No" via text message.

Address: 13536 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 3, LOT 2

Owner: Amanda Clark

Signature: Amanda Clark

Date: 10/10/24

Owner: David Clark

Signature: David Clark

Date: 10/10/24

Address: 13522 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 3, LOT 3

Owner: Jennifer Melby

Signature: Jennifer Melby

Date: 10-10-24

Owner: Richard Raymond Melby

Signature: Ray Melby

Date: 10-10-24

Address: 20801 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 1, LOT 1

Owner: Dana Albers

Signature: Dana Albers

Date: 10/13/24

Owner: Jessica Albers

Signature: Jessica Albers

Date: 10/13/24

Address: 20809 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 1, LOT 2

Owner: Chris Hickley

Signature: Chris Hickley

Date: 10/10/24

Owner: Jim Hickley

Signature: Jim Hickley

Date: 10/10/24

Address: 20827 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 1, LOT 3

Owner: Christopher Shaw

Signature: Christopher Shaw

Date: 10-10-2024

Owner: Kristy Shaw

Signature: Kristy Shaw

Date: 10-10-2024

Address: 20855 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 1, LOT 4

Owner: Cory Pedersen

Signature: Cory Pedersen

Date: 10-10-2024

Owner: Denise Pedersen

Signature: Denise Pedersen

Date: 10-10-2024

Address: 20952 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 6, LOT 3

Owner: Teng Yang

Signature: [Signature]

Date: 10/10/24

Owner: _____

Signature: _____

Date: _____

Address: 20934 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 6, LOT 4

Owner: Andrew Seward

Signature: [Signature]

Date: 10/10/24

Owner: Emily Seward

Signature: Emily Seward

Date: 10/10/24

Address: 20918 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 6, LOT 5

Owner: DAVE GEORGESON

Signature: [Signature]

Date: 10/18/24

Owner: Sandra Georgeson

Signature: Sandra Georgeson

Date: 10/18/24

Address: 20856 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 7, LOT 1

Owner: Vicky Birn

Signature: Vicky Birn

Date: 10/10/24

Owner: David Birn

Signature: David Birn

Date: 10-10-24

Address: 13503 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 3

Owner: Robert Kathleen Welo

Signature: Robert C. Welo

Date: 10-20-24

Owner: Kathleen Welo

Signature: Kathleen Welo

Date: 10-20-24

Address: 13513 210th Cir NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 4

Owner: Chris Allen

Signature: Chris Allen

Date: 10-21-24

Owner: Teara Allen

Signature: Teara Allen

Date: 10/21/24

Address: 21057 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 5

Owner: Michelle Monson

Signature: Michelle Monson

Date: 10/10/24

Owner: Mike Monson

Signature: Mike Monson

Date: 10/10/24

Address: 21073 Lander ST NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 4, LOT 6

Owner: Harley Hanson

Signature: Harley Hanson

Date: 10-10-24

Owner: Laurie Hanson

Signature: Laurie Hanson

Date: 10-10-24

Address: 20834 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 7, LOT 2

Owner: ~~Michael R. Hughes~~ 10-13-24 MICHAEL R. HUGHES

Signature: ~~[Signature]~~ Date: ~~10/10/24~~

Owner: Holly Hughes

Signature: Nellyn Hughes Date: 10/13/24

Address: 20818 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 7, LOT 3

Owner: Ryan Anderson

Signature: [Signature]

Date: 10/10/24

Owner: Rebecca Anderson

Signature: Rebecca Anderson

Date: 10/10/24

Address: 20804 Lander Ct NW, Elk River, MN 55330

Legal Description: Meadowwoods Village BLK 7, LOT 4

Owner: Robert Johnson

Signature: [Signature]

Date: 10/10/24

Owner: _____

Signature: _____

Date: _____

Exhibit A – Project Feasibility Report

Meadowwoods Village – Sanitary Sewer Connection Feasibility Study – REV1

LSC Project #71622600981
Submittal Date 5/30/2024

Attention:
Justin Femrite, City Engineer
13065 Orono Parkway, Elk River, MN 55330



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1. Certification

Meadowwoods Village – Sanitary Sewer Connection

Feasibility Study Revision 1

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

By: _____

Christopher L Shaw, P.E.

License No. 48324

Date: 5/30/2024_____

2. Introduction

The Meadowwoods Village HOA is exploring the option to connect into the City of Elk River municipal sanitary sewer system and ultimately eliminating the shared septic sewer system currently in use. This feasibility study is meant to offer an initial investigation into the viability of a connection, preliminary cost analysis, and any other project requirements that may be needed to facilitate the connection. The project costs are assumed to be assessed to the property owners within the Meadowwoods Village housing development. Any public assessments applied to the properties outlined in this report are subject to the requirements of Minnesota State Statute, Chapter 429 (MS 429). This feasibility study is required by the MS 429 statute and is the first step in the special assessment process.

3. Requirements

3.1. Feasibility Study

This report is intended to provide preliminary information regarding the overall feasibility of improving/removing the existing infrastructure and adding proposed infrastructure to fully connect the homes within Meadowwoods Village to the municipal sanitary system. The existing municipal system currently runs generally east-west along County Road 33 (Ranch Road NW). The feasibility study will evaluate the proposed project based on the following items:

- Overall Project Feasibility
- Proposed Infrastructure Improvements
- Class V Project Estimate
- Preliminary Assessment Roll

3.2. MS 429 Requirements

The proposed project would be financed through the assessment of the property owners benefitting from the improvements (Meadowwoods Village) and will be regulated by MS 429. The overall process for the MS 429 requirements is described below:

- Project Petition – A petition from the benefiting property owners must be submitted to the Elk River City Council or alternatively, the City Counsel must authorize the project without the petition.
- Project Resolution – Once either the petition is received or City Council authorizes the project without a petition, the City Council can pass a “Resolution Receiving Report and Calling Hearing on Improvement” based on its consideration of the Preliminary Engineering Report. Additionally, based on the considerations and discourse, a resolution to begin the preparation of plans may be passed as well.
- Public Hearings – Once the initial resolution has been passed and the project begins to enter the planning stages, a public hearing will be scheduled to allow for discussion on the proposed plans.
- Project Plan Resolution – Once the project plans and specifications have been completed and presented to the City Council, the council can introduce a “Resolution Approving Plans and Specifications and Ordering an Advertisement for Bids” based on the final project documents and discussions from the public hearing.

- **Project Advertisement** – The project advertisement must be published in the official local newspaper and trade publications for a minimum of three weeks before bids can be collected and opened.
- **Bid Acceptance** – Once the bids are received and opened, the City staff will consider each bid based on the advertised criteria. The recommendations from this process can be utilized by the City Council in preparing a “Resolution Accepting Bid” based on the lowest responsible bidder and a plan for construction can begin.
- **Construction Start** – The construction start will be based on the bids documents and be determined at a later date.
- **Final Assessments** – Once construction is complete a public hearing will be held to determine the final assessment amounts.

3.3. Estimated Project Schedule

The project schedule based on the steps listed above estimated to be:

Task	Estimated Date
Feasibility Study	5/30/2024
Project Petition	7/12/2024
Project Resolution	8/23/2024
Public Hearings	1/17/2025
Project Plan Resolution	2/14/2025
Project Advertisement	4/14/2025
Bid Acceptance Resolution	5/15/2025
Project Construction	8/30/2025
Final Assessments	9/30/2025

4. Project Information

4.1. Existing Conditions

4.1.1. Meadowwoods Village

Meadowwoods Village is located along the west side County Road 1 (Elk River Road NW) and south of County Road 33 (Ranch Road NW). The main access into the development is the intersection of County Road 1 and 209th Street NW. The development has 39 total homes /lots that currently share a septic system and drain field located east of the developed lots. The septic system is fed by a 2” SDR11 forcemain that originates at the lift station located at the end of the 211th Circle Cul-de-Sac. The development collection system that converges to the lift station consists of an 8” PVC gravity sewer system, with each home connected by a gravity service (see figure 1 and Appendix A for further details).

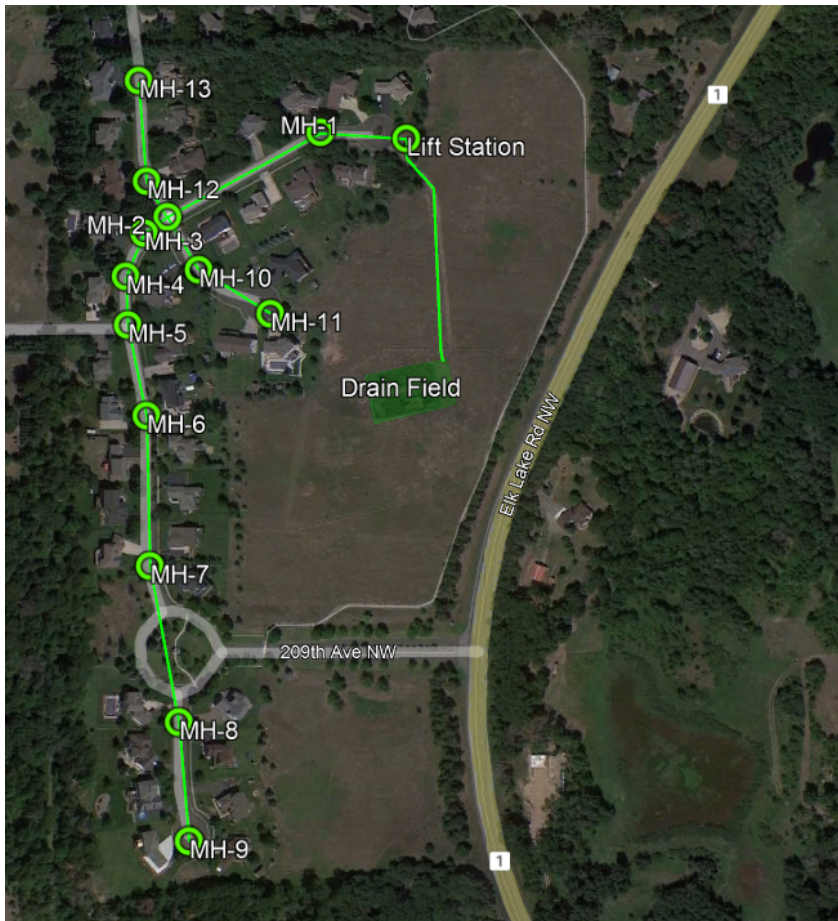


Figure 1 – Existing Meadowwoods Village Sanitary System

4.1.2. Elk River Municipal Sanitary Sewer System

The existing Elk River sanitary sewer system currently runs parallel to County Road 33 in the vicinity of the neighborhood. The newly installed system from the Windsor Park 3rd Addition is a gravity main that runs from the development east of Joplin St NW along County Road 33. The gravity collection system continues east to a lift station east of County Road 1 where the forcemain connects into the Great Norther Trail forcemain further east.

4.2. Proposed Conditions

4.2.1. Sanitary Sewer

The proposed sanitary system for the Meadowwoods Village development would utilize both the existing gravity infrastructure installed within the development and newly constructed gravity infrastructure to connect the existing municipal system north of the development.

The collection system within the development is an 8" PVC gravity system that flows to a common outlet point (lift station) at the end of the 210th Circle NW cul-de-sac with an elevation of 975.70'. The newly constructed municipal system that serves Windsor Park 3rd Addition includes an 8" gravity system that flows east parallel to County Road 33. This system crosses County Road 1 along the south side of the County Road 33 right-of-way. The southwest corner of the County Rd 1 and County Road 33 intersection that would serve as a connection point for the Meadowwoods system with a newly constructed manhole at the tie-in location. It is estimated that an invert elevation of 960.44' would be utilized for the design (see Appendix B for details).

To make this connection, a new 8" gravity main would be installed at the existing outlet point and flow east towards the County Road 1 right-of-way before turning north following the right-of-way towards the manhole connection at the intersection. This run is approximately 2,900 lineal feet and has an elevation difference of 15.29' fall across the path for an average slope of 0.5% along the system.

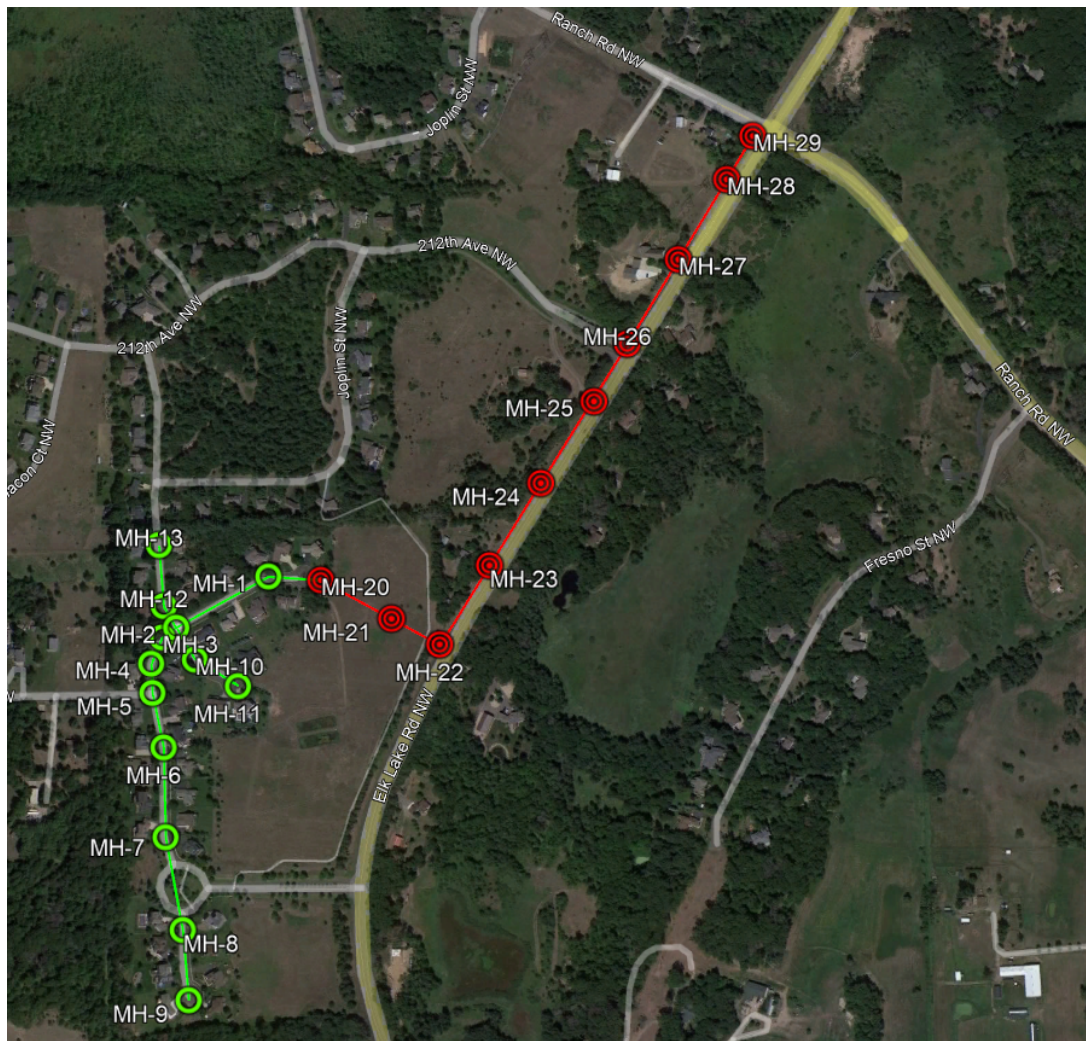


Figure 2 – Proposed Meadowwoods Village Sanitary Sewer Extension & Connection

4.2.2. Surrounding Neighborhood Connections

The proposed system would include a manhole (MH-26) at the intersection of 212th Ave NW and County Road 1 to facilitate any future connection from the remaining Windsor Park additions.

4.3. Permits and Easements

The proposed project would require both temporary construction easements and a permanent easement within the Meadowwoods Village development. The permanent easement across the open field towards County Road 1 (MH-20 to MH-22) would need to be granted for the project. Any temporary easements would be coordinated with the detailed design at a later date.

Project permits from various agencies will also be required for the construction of the project and will be coordinated during the detailed design and construction of the project.

5. Project Cost Estimates

5.1. Acquisition and Connections

The current system within Meadowwoods Village include the gravity collection system, lift station/forcemain, and drain field is currently owned and operated by a private company, Natural Systems Utilities. The system consists of approximately 2,801 lineal feet of 8" PVC gravity main, 13 manhole structures, one lift station, 450 lineal feet of 2" SDR11 forcemain, and a drain field. Although not all elements of the system are needed for the proposed connection to the municipal system, the gravity sewer system and connections will remain a part of the system. Therefore, it is recommended that the system be purchased from Natural Systems Utilities to move forward with the final connection.

A preliminary purchase price of \$300,000 for the transfer of the system to the City of Elk River and an additional \$50,000 for the decommissioning effort of the existing system has been negotiated with Natural Systems Utilities. This purchase price of \$350,000 will cover the existing manholes, 2,801 lineal feet of gravity main, and the 39 total household connection that will be utilized in the proposed system. Additionally, this purchase price will cover required decommissioning efforts including:

- Tank abandonment of (2) 10,000 gallon septic tanks according to 7080.2500 sub.1
- Tank abandonment of (1) 10,000 gallon drain field dosing tank according to 7080.2500 sub.1
- Removal of all treatment site blowers, control panels, and pedestals
- Removal of flow splitter basin
- Removal of any drain field inspection piping that extends more than 4" above grade.
- Abandonment of treatment wetlands by perforation of liner, covering with 6" of soil, and reestablishing vegetation
- Abandonment of (4) groundwater monitoring wells by a MDH licensed well contractor

5.2. Sewer Access Charge

In order to connect to the new municipal system, the City of Elk River has a Sewer Access Charge (SAC) that is currently \$5,656 in 2022. A 4% inflation rate has been added to this charge for an estimated charge of \$5,882 per household, if constructed in 2025.

The connection into the existing truck sewer system will also require an approximate charge of \$2,000.00 per household and is included in the project costs.

5.3. Estimated Project Costs

The estimated costs for the engineering/design of the project, administration costs, construction costs, and other contingencies has been estimated at \$714,775.60. Details for these costs can be found in Appendix C.

5.4. Total Estimated Project Costs

Total Estimated Project Costs	
Estimated Construction	\$554,950.00
Contingencies	66,594.00
Estimated Engineering/Design	68,369.84
Estimated Administration	24,861.76
Estimated Sewer Acquisition	\$350,000.00
Estimated Sewer Access Charge Connection (39 Households)	\$229,398.00
Estimated Trunk Sewer Connection (39 Households)	78,000.00
TOTAL ESTIMATED PROJECT COSTS	\$1,372,173.60

These costs are based on public construction costs and include further estimates on the engineering/design, administration costs, and contingencies. Lake Superior Consulting has no control over the project design, construction, materials, and other project aspects and therefore offer these costs as general information and no warranty is implied or included.

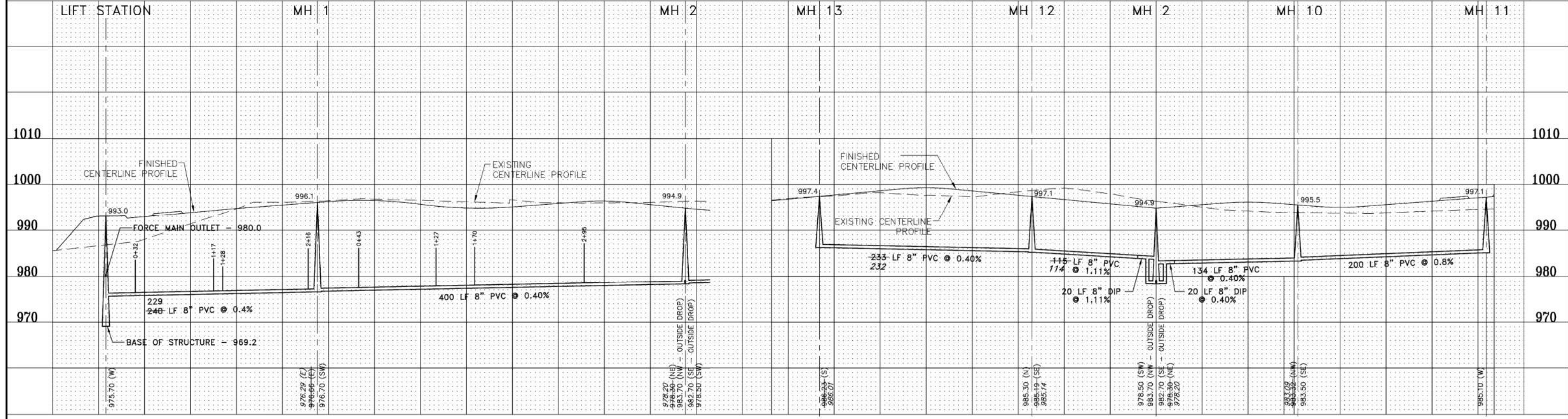
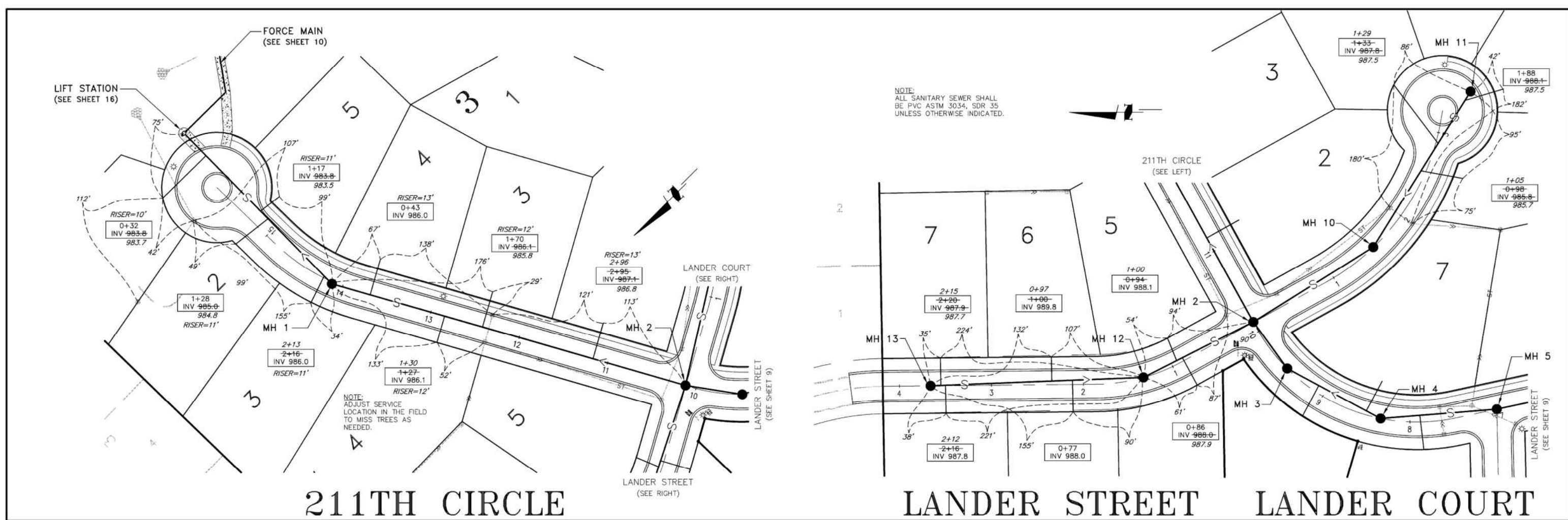
6. Project Funding

In order to fund the project, it is anticipated that the properties that will be directly benefitting from the improvements would be assessed for the project costs per the current City assessment policy. A per unit cost breakdown would be as follows:

Description	Estimated Assessment Value
Engineering/Admin/Construction	\$18,327.58
Sewer Acquisition	\$8,974.36
Sewer Access Charge	\$5,882.00
Trunk Sewer Connection	\$2,000.00
TOTAL ESTIMATED ASSESSMENT	\$35,183.94

7. Conclusion and Recommendation

The information discussed throughout this report has shown that the proposed sanitary sewer connection to the existing municipal sewer system is feasible from an engineering and construction point of view. Further, the estimated costs for the project are acceptable for the area and extent of the project. LSC recommends that the project concept be presented as a petition to the affected property owners for approval from the Elk River City Council.



RECORD PLAN

Revisions

No.	Date	By	Remarks
A	1/06/05	MRJ	RECORD PLAN REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Name: Paul Pearson Paul Pearson
 Date: 03/14/01
 Registration Number: 12795

Scale: 1"=10' VERT
 1"=50' HORIZ

Designed: PWP
 Drawn: JHB
 Date: 03/14/01
 Checked: PWP
 Approved:



Engineering • Planning • Surveying

15050 23rd Avenue North • Plymouth, Minnesota • 55447
 phone 612/476-6010 • fax 612/476-8532
 E-Mail: cadd@mfra.com

Client

Lyman Development
 Excelsior, MN

Project

Meadowwoods Village
 Elk River, MN

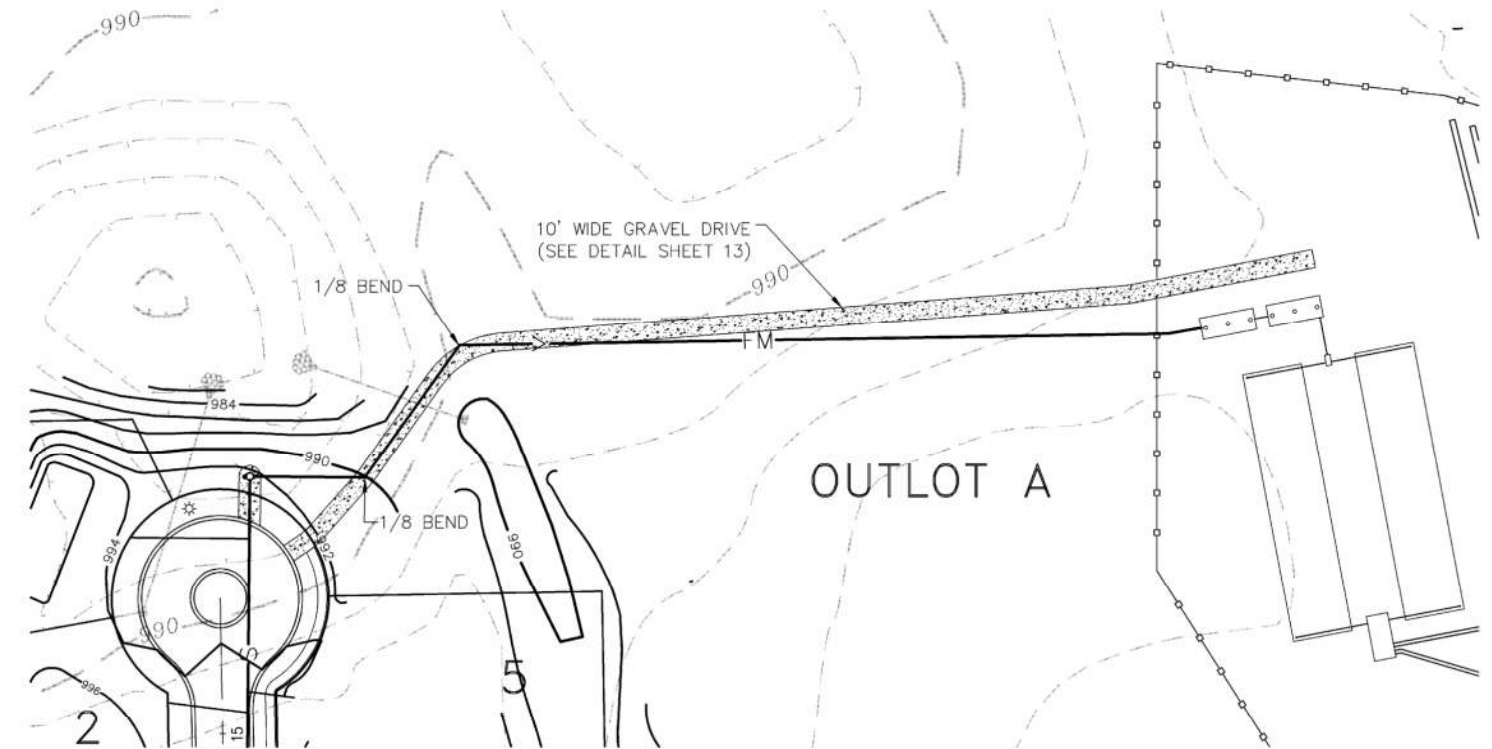
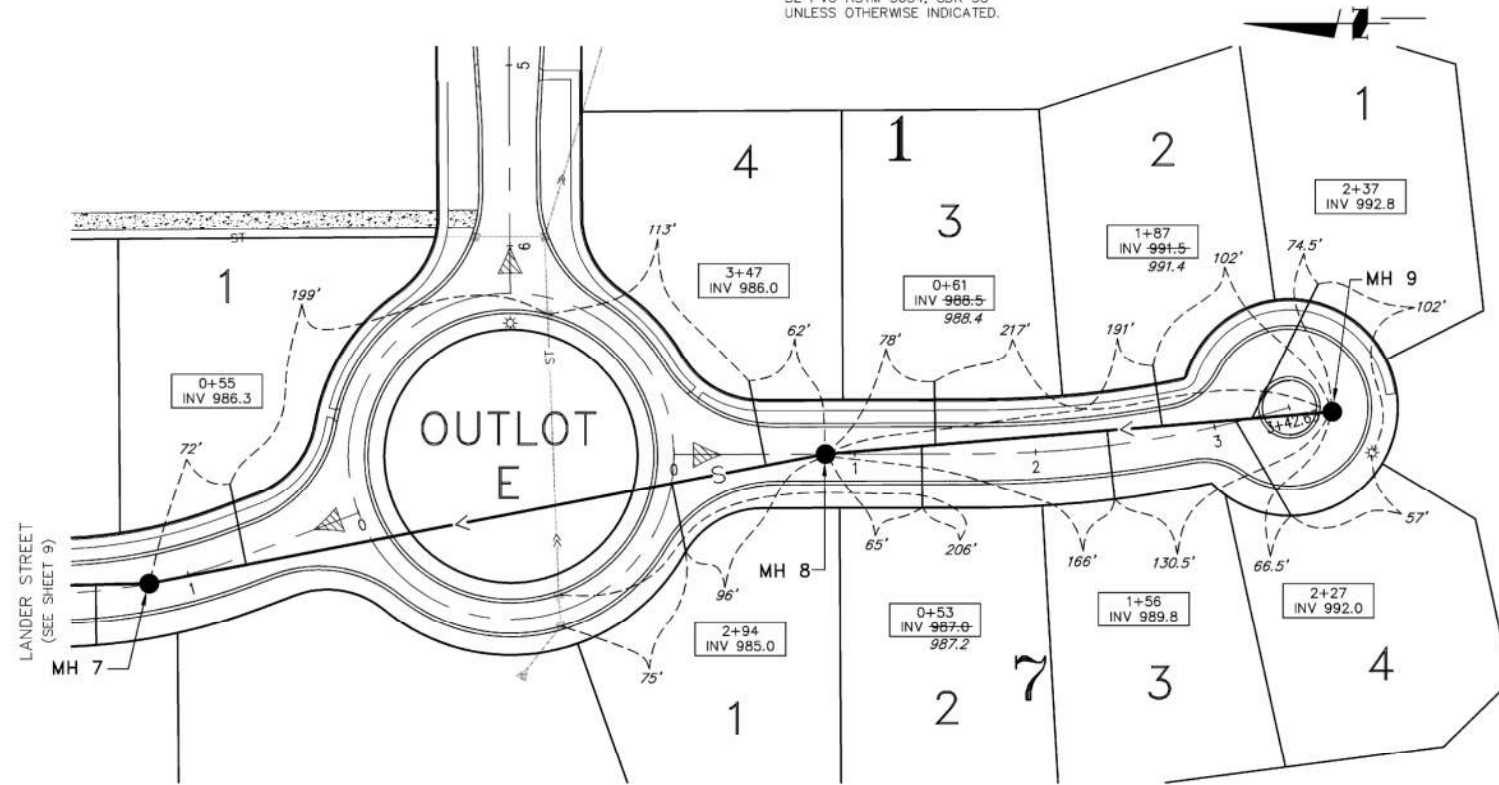
Sheet Title

Sanitary Sewer Plan & Profile
 211TH CIRCLE, LANDER STREET & LANDER COURT

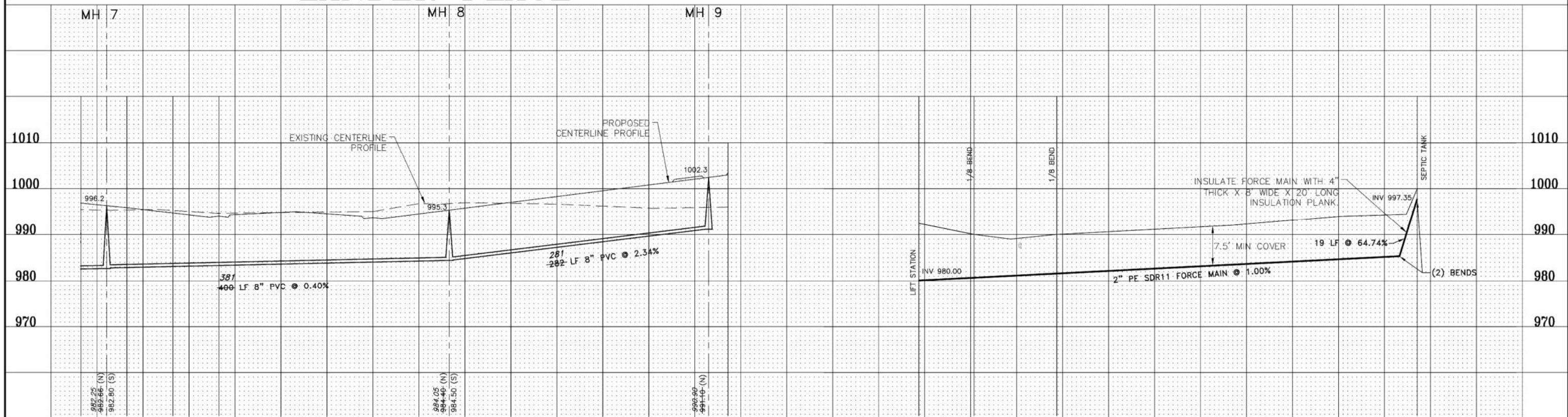
Sheet: **8**
 Revision: **A**

Page 136 of 204
 MFRA FILE NO.: 12896

NOTE:
ALL SANITARY SEWER SHALL
BE PVC ASTM 3034, SDR 35
UNLESS OTHERWISE INDICATED.



LANDER PLACE



RECORD PLAN

Revisions			
No.	Date	By	Remarks
A	1/06/05	MRJ	RECORD PLAN REVISIONS

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

Name Paul Pearson Paul Pearson
Date 03/14/01
Registration Number 12795

Scale 1"=10' VERT
1"=50' HORIZ
Designed PWP
Drawn JHB
Date 03/14/01
Checked PWP
Approved



Engineering • Planning • Surveying

15050 23rd Avenue North • Plymouth, Minnesota • 55447
phone 612/476-6010 • fax 612/476-8532
E-Mail: cadd@mfra.com

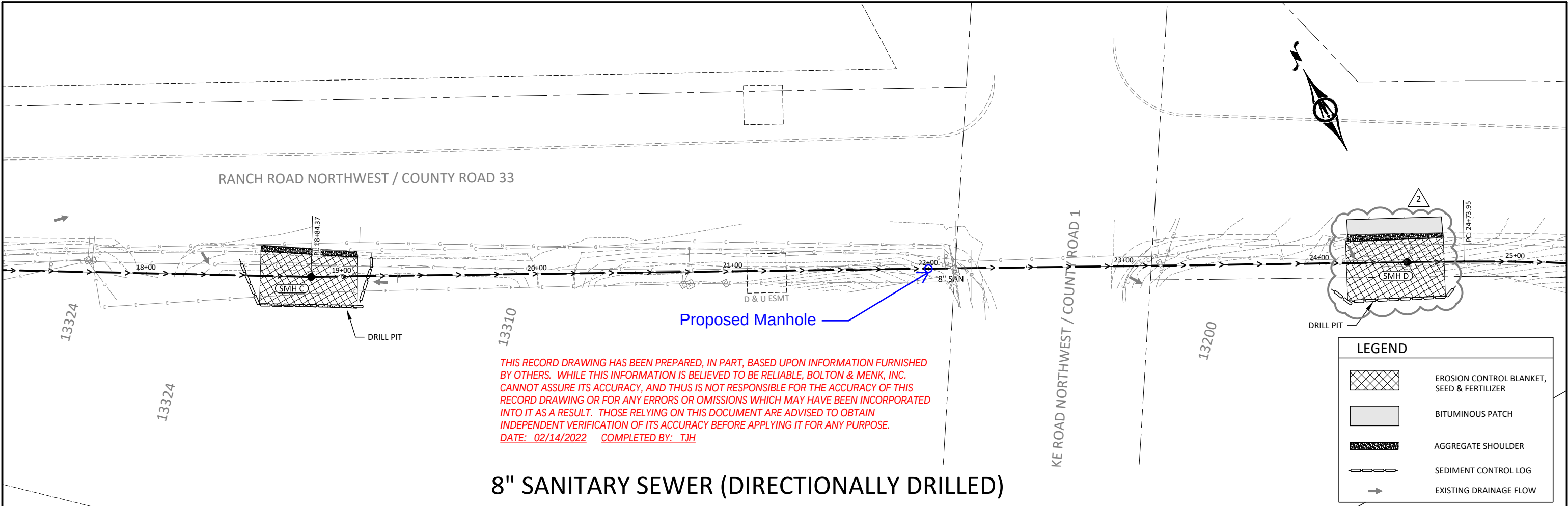
Client
Lyman Development
Excelsior, MN

Project
Meadowwoods Village
Elk River, MN

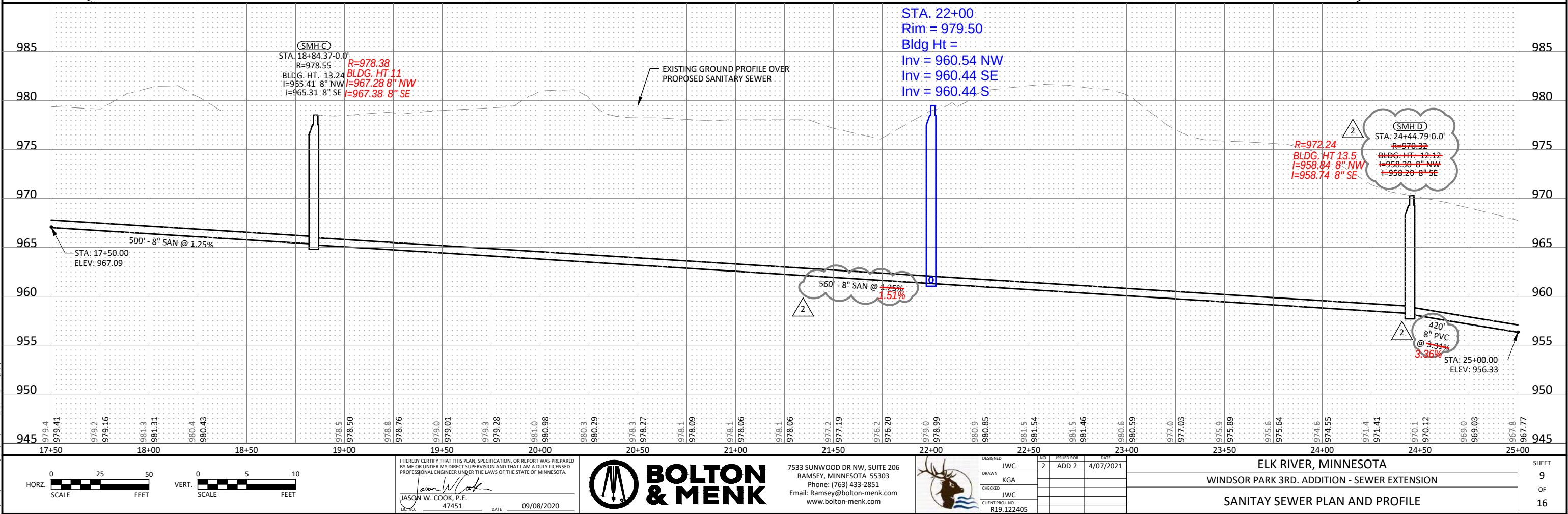
Sheet Title
Sanitary Sewer Plan & Profile
LANDER PLACE

Sheet **10/17** Revision **A**
Page 138 of 204
MFRA FILE NO.: 12896

Appendix B – Proposed Tie-In Location



8" SANITARY SEWER (DIRECTIONALLY DRILLED)



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R19.122405.DWG (3/20/2020) CALGN L.dwg 4/7/2021 10:04:39 AM



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jason W. Cook
JASON W. COOK, P.E.
47451
DATE 09/08/2020



7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com



DESIGNED	DRAWN	CHECKED	CLIENT PROJ. NO.
JWC	KGA	JWC	R19.122405
NO.	ISSUED FOR	DATE	
2	ADD 2	4/07/2021	

ELK RIVER, MINNESOTA
WINDSOR PARK 3RD. ADDITION - SEWER EXTENSION
SANITARY SEWER PLAN AND PROFILE

SHEET
9
OF
16

Item No.	Item Description	Quantity	Unit	Price	Total
1	Mobilization	LS	1	\$ 80,000.00	\$ 80,000.00
2	Clearing & Grubbing	Acre	2	\$ 2,650.00	\$ 5,300.00
3	8" PVC Gravity Sewer Main - Trenched	LF	2,900	\$ 122.00	\$ 353,800.00
5	Sanitary Manhole	LF	150	\$ 298.00	\$ 44,700.00
6	Sanitary Casting Assembly	Each	10	\$ 950.00	\$ 9,500.00
7	Exterior Chimney Seal	Each	10	\$ 750.00	\$ 7,500.00
8	Connect to Existing Gravity Sewer	Each	2	\$ 3,250.00	\$ 6,500.00
9	Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00
10	Seeding	Acre	2	\$ 4,600.00	\$ 9,200.00
11	Seed Mixture	LB	250	\$ 9.00	\$ 2,250.00
12	Fertilizer	LB	750	\$ 6.00	\$ 4,500.00
13	Silt Fence	LF	1,200	\$ 4.25	\$ 5,100.00
14	Erosion Control Blanket	SY	800	\$ 4.50	\$ 3,600.00
15	Temporary Easement Costs	LS	1	\$ 15,000.00	\$ 15,000.00

Construction Subtotal	\$	554,950.00
Contingencies	\$	66,594.00
Engineering	\$	68,369.84
Administration	\$	24,861.76

ESTIMATED PROJECT COST \$ 714,775.60

Lake Superior Consulting, LLC

130 W. Superior Street, Suite 500, Duluth, MN 55802

info@lsconsulting.com

218.727.3141



Exhibit B – Letter of Intent to Purchase

October 3, 2024

Tyler Gagner (tgagner@nsuwater.com)
Natural Systems Utilities
17818 Hwy 65 NE, Suite 100
Ham Lake, MN 55304

LETTER OF INTENT

Re: Potential Acquisition of the Wastewater Treatment System servicing Meadowwoods Village, Elk River, Minnesota

Dear Tyler:

Meadowwoods Village Homeowners Association ("Purchaser") is interested in purchasing from Natural Systems Utilities ("Seller"), certain of Seller's assets consisting of and related to the Wastewater Treatment System, broadly construed (the "System"), currently servicing the residents of the subdivision located in Elk River, Minnesota (the "City"), known as Meadowwoods Village, (the "Property"). For purposes of this Letter of Intent, the purchase and sale of the System shall be referred to as the "Transaction". This Letter of Intent is intended solely as an expression of the current status of the negotiations and is not intended to be contractually binding upon any party, except as noted herein. The parties recognize that the Transaction will require further documentation and approvals, including the preparation and approval of a definitive purchase and sale agreement setting forth the terms and conditions of the Transaction (the "Purchase Agreement"). Nevertheless, the parties execute this Letter of Intent to negotiate the terms of the Purchase Agreement consistent with this letter.

The proposed terms and conditions of the Purchase Agreement would include, but not be limited to, the following:

1. Purchase of System. Purchaser would purchase from Seller, and Seller would sell to Purchaser, the System. The System would be further defined in the Purchase Agreement, but would include the entire private sanitary sewer and sewage treatment system located on and servicing the Property, including all manholes, treatment system, tanks, pipes, and current System customer orders and information. Purchaser agrees that the System will be purchased as-is, where-is at the time of Closing. The System would not include any assets the parties agree to exclude from the Transaction as would be defined in the Purchase Agreement.
2. Purchase Price and Manner of Payment. The total purchase price for the System would be Two Hundred Twenty Thousand and No/100 United States Dollars (\$220,000.00) (the "Purchase Price"), plus or minus pro-rations and other adjustments to the Purchase Price as more

fully described in the Purchase Agreement. The Purchase Price would be paid to Seller in immediately available funds at the Closing.

3. Rate Increases and Equipment Upgrades. From and after the date of the full execution of this Letter of Intent, until the earlier to occur of the termination of this Letter, the termination of the Purchase Agreement pursuant to the terms thereof, or the successful Closing of the Transaction, Seller shall not impose any new rate increases on the residents of the Property related to the standard operation of the System without the prior, written consent of the Purchaser, beyond the standard rate increase as defined by the United States Department of Labor Consumer Price Index. Seller also shall not make any equipment upgrades or assess the cost of equipment upgrades to the Purchaser unless such equipment upgrades are reasonably necessary to replace failed components and keep the System functioning as designed.

Notwithstanding the foregoing, this Section 3 shall not apply to reasonable surcharges that may be levied by Seller for reasonable and necessary maintenance of the System.

4. Assumption of Liabilities. Purchaser would assume no debts or liabilities of Seller of any kind or nature unless specifically disclosed to Purchaser by Seller and as specifically assumed by Purchaser in the Purchase Agreement.

5. Representations and Warranties. The parties would provide each other with representations and warranties customary for transactions similar in type, size and scope as the Transaction.

6. Contingencies and Due Diligence. The Closing of the Transaction and the consummation of the Purchase Agreement would be contingent upon the following:

- a. the mutual approval and acceptance by Purchaser and Seller of the Purchase Agreement;
- b. Confirmation by the City of the completion of the City's feasibility study with regard to connecting the Property to City sewer, and approval by the City regarding the same;
- c. Purchaser's ability to obtain financing from the City upon terms satisfactory to Purchaser in its sole and absolute discretion necessary to consummate the Transaction;
- d. no claims, actions or litigation involving the System;
- e. no liabilities of any nature, including any tax liability, of System for which Purchaser would be or could become liable except any liabilities Purchaser may expressly assume pursuant to the Purchase Agreement;
- f. no liens or potential liens upon the System;
- g. the completion by Purchaser to its satisfaction (at its sole and absolute discretion) of due diligence on the System; and

- h. receipt of all required approvals, consents and authorizations of state and federal regulatory authorities, to the extent necessary;
7. Closing. The closing (the "Closing") will occur on a mutually agreed-upon date (the "Closing Date"), at a location designated by Purchaser and agreed to by Seller, or as otherwise designated in writing by Purchaser (i.e. by means of an escrow closing).
8. Broker. Both Seller and Purchaser represent and warrant that neither has employed or dealt with any broker or finder in connection with the Transaction. Seller and Purchaser will reciprocally indemnify each other from and against any and all claims arising or resulting from a breach of the foregoing covenants, representations and warranties, which indemnification obligation shall survive the expiration or termination of this Letter of Intent, the Purchase Agreement and the Closing.
9. Purchase Agreement. Upon the execution and delivery of this Letter of Intent by all parties hereto, Purchaser's counsel shall prepare an initial draft of the Purchase Agreement for submission to Seller, which would occur within ten (10) days of the date that the City confirms completion of the feasibility study and provides written confirmation of its approval to connect the Property to City sewer.
10. Governing Law. This Letter of Intent shall be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.
11. Expenses. Except as otherwise agreed in the Purchase Agreement, each of the parties shall pay its own respective costs and expenses (including attorneys' fees and costs) incurred in connection with the Transaction, including, but not limited to, those incurred in connection with the preparation of this Letter of Intent and the preparation and negotiation of the Purchase Agreement.

This Letter of Intent shall not be a binding legal agreement and neither party shall have the ability to bind the other until the execution of a definitive Purchase Agreement. The parties agree that this Letter of Intent is not a contract for sale and does not satisfy any applicable statute of frauds. This Letter of Intent is submitted in the interest of initiating good-faith negotiations for the execution of a definitive, binding Purchase Agreement.

This Letter of Intent shall terminate and be null and void, except for any terms hereof that survive the termination of this letter, if the parties have not executed a Purchase Agreement upon mutually-agreeable terms within six (6) months of the date hereof, unless otherwise agreed upon by the parties.

[Intentionally left blank; signature page follows]

Very truly yours,

Meadowwoods Village Homeowners Association,
a Minnesota non-profit organization

Christopher Shaw

By: Chris Shaw
Its: President

If the foregoing Letter of Intent is acceptable to you, kindly execute a copy of this letter and return it to me within five (5) business days.

Natural Systems Utilities, LLC,
a Delaware limited liability company

Dated: 10/4, 2024.

By: *Jennifer Cohn*
Its: *VP of Finance*



Request for Action

To
City Council

Item Number
10.2

Meeting Date
November 18, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Downtown Decoration Requests

Reviewed by
Cal Portner

Action Requested
Item is presented for information and discussion purposes.

Background/Discussion

The Downtown Elk River Business Association (DERBA) is requesting to implement a program in which the members of the community could add their own decorations to the holiday tree in River's Edge Park. A representative of DERBA will be present to discuss the idea and solicit feedback from the City Council. DERBA also wishes to discuss their request for city permission to hang decorative string lighting across the upper portion of the park, affixed to the adjacent private buildings on each side of the park.

Financial Impact
N/A

Mission/Policy/Goal
Opportunity to live, work, and play.

Attachments
1. Rivers Edge Tree and Lights

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
10.3

Meeting Date
November 18, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Concept Review: Enviro Chem Ordinance
Amendment

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Provide the applicant with informal, non-binding, feedback regarding their request to amend city ordinances.

Background/Discussion

The applicant requests feedback regarding a proposal to operate an electronic recycling processing facility in the former Max-Sun building at 11074 179th St. NW. The Rogers-based company has been in operation since 1980 and is seeking feedback on whether the city would support an ordinance amendment to allow Recycling Processing Centers (as defined in our ordinance) in the Business Park Zoning District. The use is currently only permitted in the I-1 and I-2 districts, and is defined as follows:

Recycling processing center means land or buildings where reusable materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled, or handled, including metal, rags, plastic, paper, cardboard, rubber (excluding tires), glass and wood products, or where segregated waste materials are reprocessed into usable, salable products. The staging of motor vehicles for processing off-site shall be permitted. The salvage of motor vehicles and machinery parts are not included and shall be prohibited at a recycling processing center.

The operation currently has six employees, and expansion at this site provides an opportunity for an additional 12-15. They are also considering a move of their current shredding operation from Rogers to Elk River in the next two years. Residential recycling may also be a possibility at a low or no cost to residents.

In reviewing the potential change, the Council should remember that a change to this site will open the opportunity for all properties zoned to Business Park.

Planning Commission

The Commission reviewed this proposal on October 22, 2024, in work session. The commission recognized that the proposed use may be less impactful than what the current definition defines, but had concerns about amending the ordinance to allow the use in the Business Park. They felt that the current definition does not fit the character and intent of the city's business park zoning district. The commission stated they may support creating a new use/definition that more closely aligns with the applicant's operation for inclusion in the Business Park District.

The Elk River Vision

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



Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community

Attachments

1. Location Map
2. Applicant Letter
3. Presentation



Project Location Map

Clint Moe - Enviro Chem Inc.

Concept Review

Case No: CR 24-09



Enviro-Chem Inc.
21821 Industrial Blvd.
Rogers, MN. 55374

To the City of Elk River:

Enviro Chem Inc. has an interest in the property that is available at 11074 179th St NW, Elk River, MN 55374. Enviro-Chem would need an amended ordinance to practice business at the available property. Enviro-Chem Inc would like to know if the City of Elk River would be willing to entertain the idea of amending the zone to fit Enviro-Chem Inc's business practice?

We have supplied a short background in this letter and have also attached our company audit packet as well for review.

Enviro-Chem Inc was started in 1980 by Roger Meyer in recycling practices for the printed circuit industry. By 1990 Enviro-Chem Inc continued as one of the largest Circuit Board recyclers in the Midwest. In 1984 ECI built our Headquarters in Rogers MN equipped with furnaces and incinerators for precious metal reclaim. In 1994 we opened our second facility at 20005 County Rd 81 Rogers, MN. This is a 14-acre site with two 12,500 sq ft facilities. This opened as our Shredding division.

In 2010 Roger Meyer retired from Enviro-Chem Inc, from there his two sons Todd and Brian continue to run it. We pride ourselves on being a family-owned business as most of the employees on our staff have exceeded 10 plus years of being employed with ECI.

Site: ECI plans for site would be used as a processing site. This would include incoming materials from accounts to be separated and sorted to their commodity. After packaging materials would be sent over to our two existing sites to be recycled or shipped directly to one of our downstream partners. The material would mostly be electronics that could be reused or need to be recycled. The site would have 15-20 employees, 6 existing employees and a potential hiring of 12-15 more. We have a long list of hazards that are not accepted that will continue. No outdoor use is needed besides parking of 2 dock trucks and 4 semi-trailers. All practices on the site would be relocated to indoors only. In 2 years, Enviro-Chem would like to move our shredding operation into the facility as well. Enviro-Chem has already looked at technologies of dust collection systems for permanent indoor use eliminating any environmental impact outdoors. We are a no landfill policy company within all our recycling practices.

How Enviro-Chem feels we could benefit the city: We have interest in running a city only program where residents could recycle all their household electronics at next to no cost. These style programs have proven beneficial in eliminating E-waste in our landfills. For 44 years we have been operating at the highest industry standards without incident. We practice a vast environmental standard which has allowed us to partner with some of the largest companies in the world. We also have Government contracts that call for high security demands.

We feel the site would be used to the best of our abilities with great benefit to the residents of the City and County. If this is something you feel we can proceed with we can begin the process of getting our team to provide anything you may request and request a "intent to purchase" with the existing owner.

We would like to thank you for your time in regard to this matter.

Sincerely,

Josh Blaisdell GM of Operations

Work Session Enviro-Chem

75-00882-0105

75-0071

75-00882-0110

179th Avenue

75-00747-0105

75-00747-0110

SITE

75-00659-0110

Industrial Circle

Twin Lakes Road

Twin Lakes Road

75-0

Background

- Proposal to operate Electronic Recycling Processing site
- Seeking feedback on an ordinance amendment to allow Recycling Processing Centers in the BP district
- Currently permitted in I-1 and I-2
- No Outdoor Storage is required

Background

- Goal to have 15–20 employees
 - 6 existing
 - Potential to hire 12-15.
- Considering a future move of their current shredding operation
- Residential recycling may also be a possibility

Background

- In reviewing the potential change, the Commission should remember that a change to this site will open the opportunity for all properties zoned BP

Action Requested

- Provide the applicant with informal, non-binding, feedback regarding the proposed ordinance amendment to the Business Park Zoning District

75-00882-0105

75-0071

75-00882-0110

179th Avenue

75-00747-0105

75-00747-0110

SITE

Twin Lakes Road

Twin Lakes Road

75-0

75-00659-0110

Industrial Circle

Background

- *Recycling Processing Center* means land or buildings where reusable materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including metal, rags, plastic, paper, cardboard, rubber (excluding tires), glass and wood products, or where segregated waste materials are reprocessed into usable, salable products. The staging of motor vehicles for processing off site shall be permitted. The salvage of motor vehicles and machinery parts are not included and shall be prohibited at a recycling processing center.



Request for Action

To
City Council

Item Number
10.4

Meeting Date
November 18, 2024

Prepared By
Darren McKernan, Police Captain

Item Description
Flock Safety Solutions

Reviewed by
Darren McKernan
Cal Portner
Tina Allard

Action Requested

Discuss the feasibility of the Police Department implementing Flock Safety Solutions license plate recognition technology.

Background/Discussion

The Police Department researched the benefits, pricing, and process of introducing license plate reader technology.

The research consisted of speaking with surrounding agencies regarding their own programs and with Flock Safety Solutions about the features they provide, data storage, and pricing. Flock Safety Solutions will provide the Police Department with enhanced public safety, increased efficiency, improved transparency, and greater community engagement.

Flock Safety's pricing, features and data storage options will be discussed in further detail.

Financial Impact

The cost for equipment and implementation is \$47,600. Year one can be covered by the city's state Public Safety Aid allocation. The annual software license and service would be approximately \$42,000 and be budgeted in the police department budget.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

1. Quote
2. 10.4 Presentation
3. 10.4 Handout - ALPR Info Sheet
4. 10.4 Handout - Quote

The Elk River Vision

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



Flock Safety + MN - Elk River PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Bo Manor
bo.manor@flocksafety.com
+17154569138

Created Date: 10/24/2024
Expiration Date: 12/03/2023
Quote Number: Q-51730
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 13077 Orono Pkwy Nw Elk River, Minnesota 55330

Ship To: 13077 Orono Pkwy Nw Elk River, Minnesota 55330

Billing Company Name: MN - Elk River PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,000.00
Flock Safety Flock OS			
FlockOS TM - - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	14	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$650.00	7	\$4,550.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	7	\$1,050.00

Subtotal Year 1: \$47,600.00

Annual Recurring Subtotal: \$42,000.00

Estimated Tax: \$0.00

Contract Total: \$89,600.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$47,600.00
Annual Recurring after Year 1	\$42,000.00
Contract Total	\$89,600.00

*Tax not included

Product and Services Description

FlockOS Features	Description
FlockOS [™] - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon [®] -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint [™] technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint [™] technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

flock safety

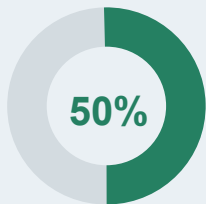
Shape a safer future, together

November 2024 | Elk River, MN

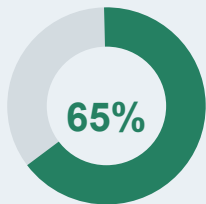


flock safety

The policing paradox: fewer resources, higher stakes



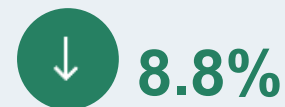
Agencies reporting more resignations in 2022 than 2019¹



Agencies report having too few sworn officer candidates²



Motor Vehicle Thefts are up YoY (2022-2023)³



Violent crime clearance rates down since 2019⁴

flock safety

What we observe

The current reality

- Limited police resources
- Crime continues to hurt communities
- Trust is needed more than ever

What we believe

The opportunity

- Technology multiplies the force
- Protect first responders and the community using technology
- Collect and distribute objective evidence to the right user
- Engage community to support and grow

The Flock Safety Platform

Detect



• Falcon®



• Raven®



• Condor



• Wing®

Capture evidence with Flock Safety devices and third-party infrastructure

Decode

- Real-Time Routing
- Visual Search
- Multi-Geo Search
- Vehicle Fingerprint® Search
- Gunshot Localization
- Convoy Analysis
- Fireworks

Make sense of mountains of evidence instantly with AI

Deliver

- Search
- Map
- Mobile App
- Real-time Alerts
- Actionable Insights
- License Plate Lookup
- Situational Awareness

Get the right evidence into the right hands at the right time with FlockOS®



Capture more evidence. Solve more crime.

LPR

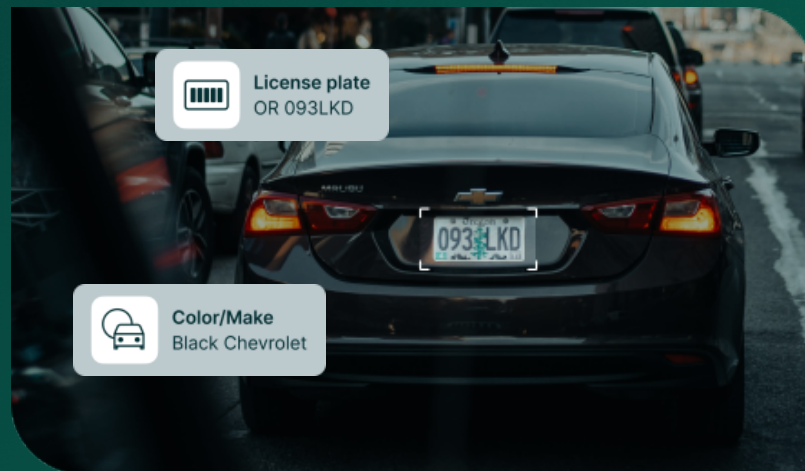
Falcon



flock safety

With Flock Safety, you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations. We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.



24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.



REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists



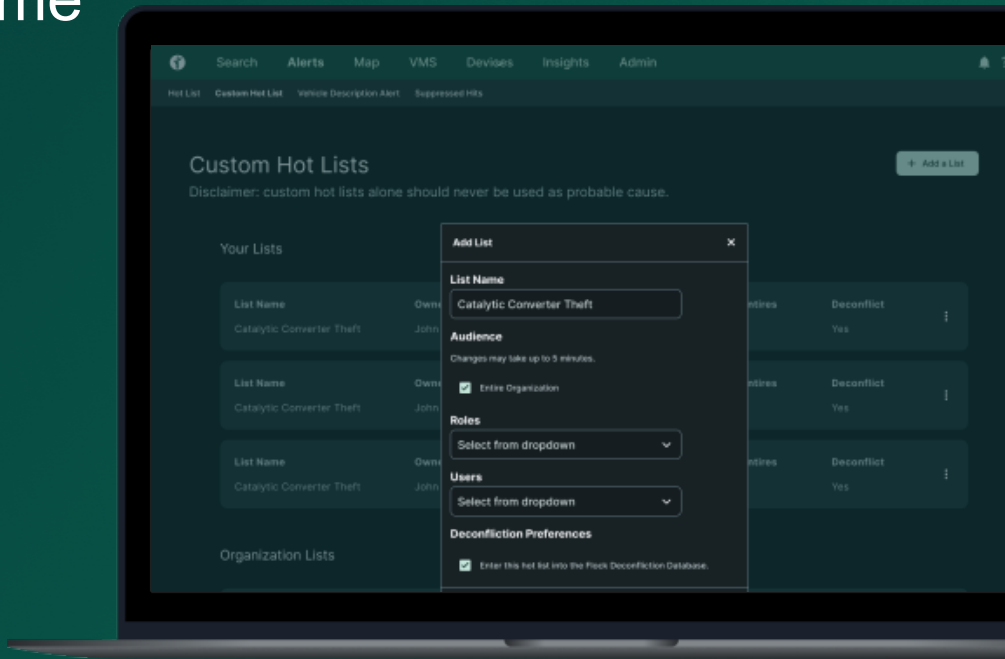
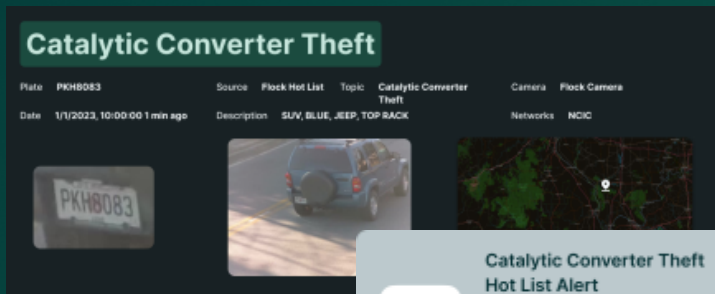
ETHICALLY BUILT

- No people
- No facial recognition
- No speed tracking
- Indiscriminate evidence

flock safety

Proactive policing with real-time alerts

Your police officers can receive SMS, email, and in-app alerts when vehicles entered into the FBI's NCIC, NCMEC (Amber Alerts), or custom Hot Lists pass by a Flock Safety camera in your community.



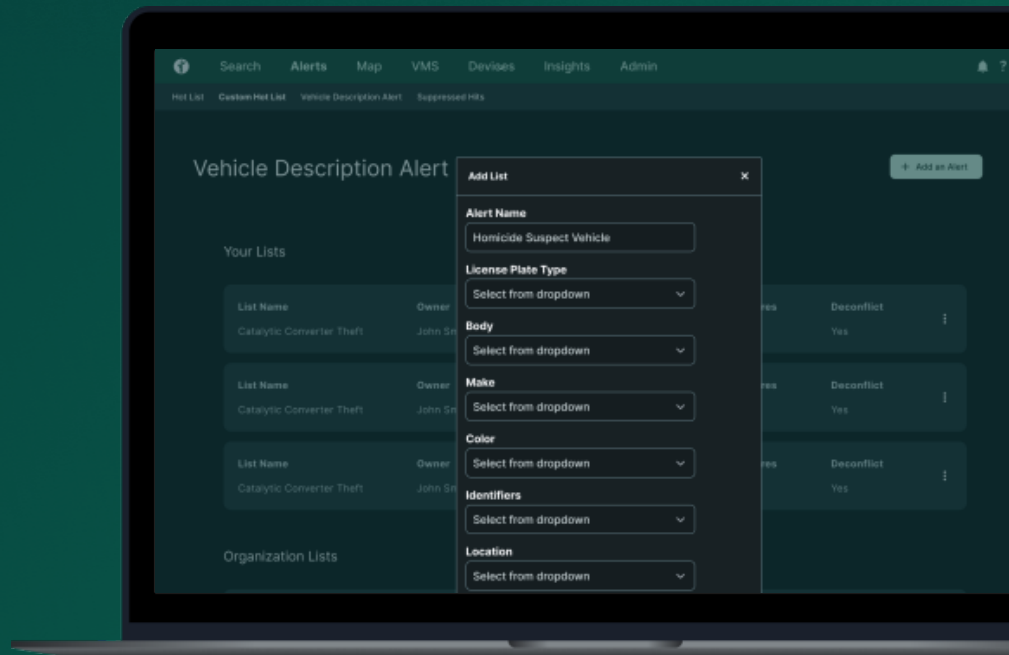
flock safety

What Vehicle Fingerprint® technology identifies

Flock's machine learning technology allows officers to search vehicles based on unique vehicle criteria, time, and location — objective, investigative evidence.

INCLUDING

- Vehicle make
- Body type
- Color
- Back racks
- Top racks
- License plates
 - Temporary tags
 - State recognition



What this is:

- License Plate Recognition (LPR)
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

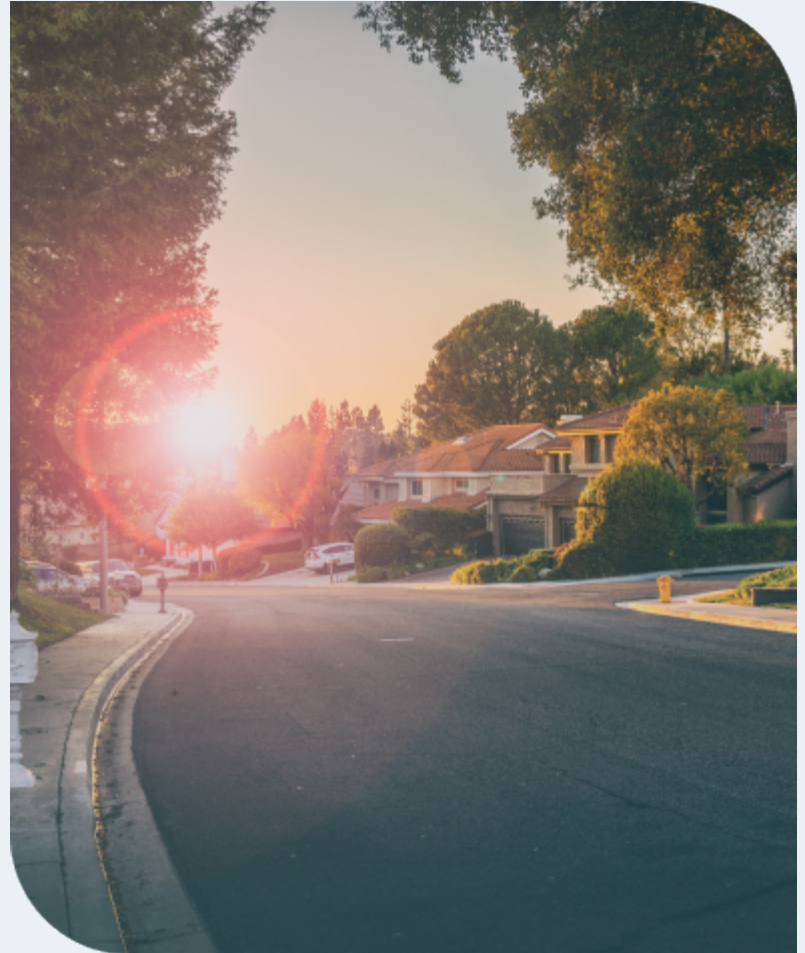
What this is not:

- Not facial recognition
- Not collection of biometric or sensitive information
- Not used for tracking speed or parking violations
- Data automatically deletes every 30 days

How does this technology deter and eliminate crime?

- **Proactive:** Real-Time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance rates increase, overall crime often decreases
- Flock cameras serve as a **deterrent**

flock safety



A Trusted Partner

flock safety

Protecting privacy

- Footage owned by Agency/City and will never be sold to private third parties by Flock
- 30-day data retention, then automatically hard deleted
- Takes human bias out of crime-solving by detecting only objective data
- All data is stored securely with end to end encryption of all data

Accountability mechanisms

- Search reason and user number saved in indefinitely-available audit trail
- NOT facial recognition software, NOT collecting biometric information
- NOT used for parking enforcement or tolls
- Not connected to registration data or 3rd party databases (Carfax, DMV)
- Transparency Portal (free and optional)

flock safety

Transparency & Insights

Measure ROI and promote the ethical use of public safety technology

Transparency Portal

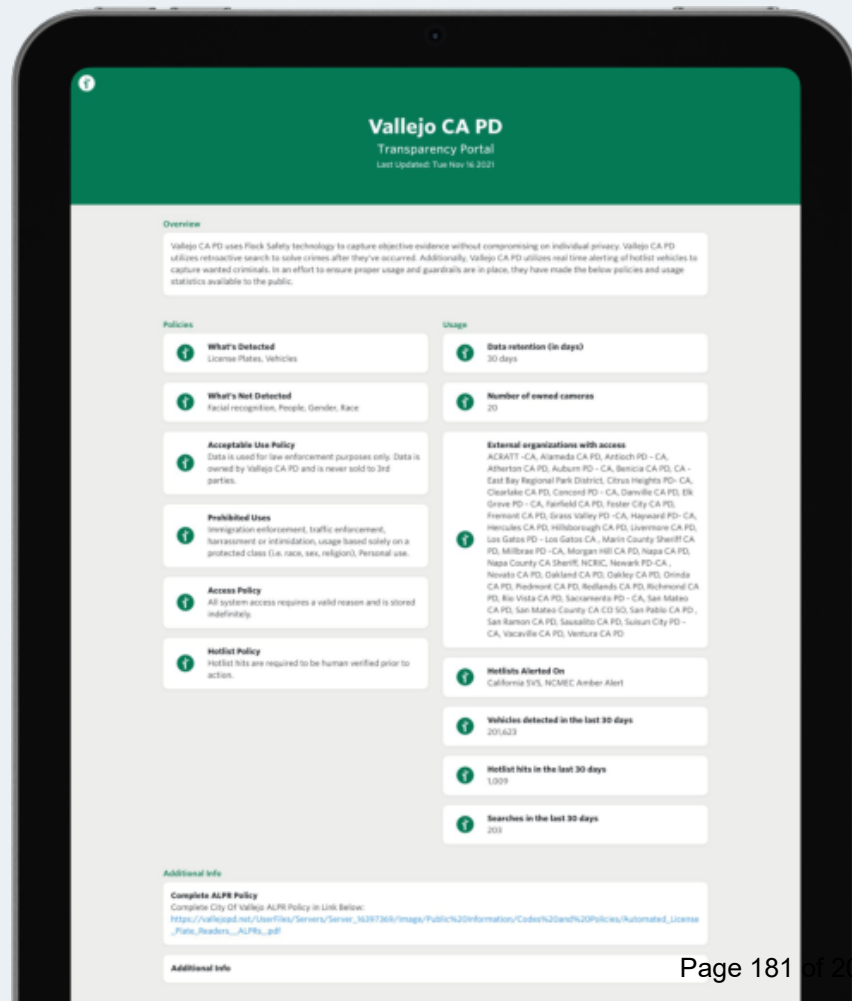
- Customizable for each agency
- Display technology policies
- Publish usage metrics

Insights Dashboard

- Measure crime patterns and ROI
- Audit Search history

Examples

- Morgan Hill PD
- Vallejo PD



Solve crime, we'll handle the rest

Our dedicated team provides rapid, full-service deployment. Your police officers focus on solving crime and protecting the community.

Within the Flock Safety annual subscription:

- Solar power
- Installation + Ongoing Maintenance
- Hardware Procurement + Permitting
- User Training
- Data storage
- Software Updates



Already solving and preventing crime

flock safety

Flock Safety In Minnesota

40+ law enforcement agencies, including:

- St. Louis County SO
- Edina PD
- Richfield PD
- Columbia Heights PD

Quincy woman facing child abduction charge arrested in small town on Wisconsin-Minnesota border

JUNE 12, 2024 | BY MUDDY RIVER NEWS

BLOTTER

ILLINOIS

NOTEWORTHY

QUINCY



Flock LPR helps recover children safely

 Taylors Falls, MN

- On June 10th, 2024, authorities in Adams County, IL issued a warrant for a 32-year-old woman accused of child abduction and obstructing justice
- Suspect allegedly failed to turn over her five children to the IL Department of Family Services.
- Authorities queried Flock Safety LPRs for the suspect's vehicle, and received an alert that it had been detected on LPRs located in St. Croix Falls, WI.
- After a multi-agency collaborative investigation authorities located the vehicle at a motel in nearby Taylors Falls, MN, on June 11th. The children were recovered safely.



#Solved - Stolen Vehicle

📍 St. Paul, Minnesota

- On Feb. 7th, Braidwood officers received a Flock alert that a stolen vehicle from Minnesota was in the area.
- Officers responded and after a brief investigation arrested the driver.
- Willie McDaniel of St. Paul, Minnesota, is charged with Possession of a Stolen Vehicle and Possession of a Controlled Substance, on top of an existing warrant for a parole violation out of Minnesota.



flock safety

Case study: auto theft



Chamblee PD



Chamblee, GA



Stranger on Stranger Abduction
August, 28 2020

When every second matters, Flock Safety's platform is critical

- 12:33 PM ● Amber Alert Issued
- 1:01 PM ● Search Conducted with Flock Safety
- 2:30 PM ● Suspect Vehicle Located
- 5:03 PM ● Felony Stop + Arrest
- 6:00 PM ● Baby Reunited with Mother

About Automatic License Plate Readers (ALPR)

The Problem: Violent Crime Is Not Going Away

Nationwide, cities are experiencing a disturbing rise in homicides and violence. The FBI's 2020 Crime Report shows a 30% increase in homicides from 2019 to 2020, the largest single-year increase recorded.

Over two-thirds of the country's most populous cities saw [even more homicides](#) in 2021.

One Solution: Technology that Detects Objective Evidence to Clear More Cases

Automated License Plate Readers (ALPR) capture computer-readable images of license plates and vehicles, allowing officers to compare plate numbers against those of stolen cars or wanted individuals on a crime database like the NCIC.

ALPR devices assist law enforcement in solving crime in two ways:

- Proactive - ALPR devices provide real-time alerts when a vehicle that is stolen or associated with a known suspect is detected.
- Investigative - ALPR cameras help determine whether and which vehicle(s) were at the scene of a crime.

Is ALPR effective ?

According to the National Conference of State Legislatures, when employed ethically and objectively, ALPRs are an effective tool for law enforcement, cutting down on the time required for investigations and acting as a force multiplier. In 2011, a study by the Police Executive Research Forum concluded that ALPRs used by the Mesa, Ariz., Police Department resulted in "nearly 3 times as many 'hits' for stolen vehicles, and twice as many vehicle recoveries."

Communities with ALPR systems report crime reductions of up to 70 percent. In some areas, that included a 60 percent reduction in non-residential burglaries, 80 percent reduction in residential burglary, and a 40 percent reduction in robberies.

ALPR Provides Objective Evidence While Protecting Privacy

ALPR does not include facial recognition capabilities and does not capture personally identifiable information (PII). While eyewitnesses and individual officers are subject to inherent human bias, ALPR cameras capture wholly-objective images of vehicles and license plates, providing a clear and actionable investigative lead.

ALPR Use Cases Include:

- **AMBER Alerts:** License plate readers in metro Atlanta were able to find a vehicle containing a kidnapped one-year-old, who had been taken from his mother at random off the street. The child was recovered unharmed. Some ALPR systems integrate directly with the National Center for Missing and Exploited Children's AMBER Alert system, sending real-time alerts to officers in seconds. [[New information released about 1-year-old's kidnapping](#)]
- **Silver Alerts:** Knoxville Police were able to locate a missing elderly man who suffers from dementia after he drove away in a family vehicle. ALPR technology has helped solve hundreds of Silver Alerts across the country. [[Missing man with dementia found using Flock camera](#)]
- **Firearm violence:** The Las Vegas Trail, a high-crime area in Fort Worth, TX, saw violent crime decrease by 22% in 2021 compared with the first nine months of 2019. Fort Worth Police attributed this drop partially to the license plate reader system implemented in the neighborhood during the same period of time. [[Crime is down 22% in Fort Worth's Las Vegas Trail. How neighbors and police made it safer](#)]
- **Organized theft:** Grafton, a growing village with a bustling retail district, is dealing with increased organized retail theft – Two-thirds of all the crimes reported to Grafton police in 2020 were retail thefts. Grafton Police have implemented a license plate reader system to identify vehicles that have been involved in thefts or have been stolen themselves. In one week alone, they recovered three stolen vehicles with drivers planning to engage in retail theft. [[Losses mount as retailers fight theft rings, accuse online storefronts of doing little to stop resale of stolen goods](#)]

Flock Safety + MN - Elk River PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Bo Manor
bo.manor@flocksafety.com
+17154569138

Created Date: 10/24/2024
Expiration Date: 12/03/2023
Quote Number: Q-51730
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 13077 Orono Pkwy Nw Elk River, Minnesota 55330

Ship To: 13077 Orono Pkwy Nw Elk River, Minnesota 55330

Billing Company Name: MN - Elk River PD

Billing Contact Name:

Billing Email Address:

Billing Phone:

Subscription Term: 24 Months

Payment Terms: Net 30

Retention Period: 30 Days

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$42,000.00
Flock Safety Flock OS			
FlockOS TM - - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	14	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	\$650.00	7	\$4,550.00
Professional Services - Existing Infrastructure Implementation Fee -	\$150.00	7	\$1,050.00

Subtotal Year 1: \$47,600.00

Annual Recurring Subtotal: \$42,000.00

Estimated Tax: \$0.00

Contract Total: \$89,600.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$47,600.00
Annual Recurring after Year 1	\$42,000.00
Contract Total	\$89,600.00

*Tax not included

Product and Services Description

FlockOS Features	Description
FlockOS TM - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety Falcon [®] -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee -	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint TM technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Law Enforcement Network Access	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.



Request for Action

To
City Council

Item Number
10.5

Meeting Date
November 18, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Cannabis and Hemp Registration Ordinance

Reviewed by
Zack Carlton
Cal Portner

Action Requested
Review the draft ordinance and provide feedback.

Background/Discussion

The State Office of Cannabis Management (OCM) will begin issuing various types of cannabis and hemp licenses in early 2025. While the city's role is limited in regulation, we can create reasonable regulations regarding time, manner, and place for business operations. The city is required to issue a retail registration for state licensed hemp and cannabis retailers after verifying the following:

- The business has a valid license or license pre-approval issued by OCM.
- The business has paid a registration fee or renewal fee to the city.
- The business is found to be in compliance with Chapter 342 and local ordinances, including zoning.
- The business is current on all property taxes and assessments for the proposed retail location.

Registration Fees

Imposing fees is optional. It should be noted staff will be responsible for the registration and zoning certification process to determine compliance with ordinances. There may also be some fire and building code compliance items. We will be required to perform annual compliance checks at least once per year. Compliance checks typically involve law enforcement personnel in partnership with the county health and human services division. It is recommended to capture the maximum amount of fees allowed by state law. The city is prohibited from charging an additional application fee.

Here are the maximum fees the city could charge for initial registration and renewal fees. Collection of fees by the state are shown as well.

Business	City Initial Fee (max allowed)	State Initial Fee	City Renewal Fee (max allowed)	State Renewal Fee
Low Potency Hemp Retailer	\$125	\$250	\$125	\$250
Cannabis Retailer	\$500	\$2,500	\$1,000	\$5,000

The Elk River Vision

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

Medical Cannabis Combination Business	\$500	\$20,000	\$1,000	\$70,000
Cannabis Mezzobusiness	\$500	\$5,000	\$1,000	\$10,000
Cannabis Microbusiness	\$0	\$0	\$500	\$1,000

Limit on Number of Retailers

We can limit the number of cannabis retailers as long as there is at least one location per 12,500 residents. With the city's current population, we are required to have a minimum of three. At a previous meeting, the Council stated they'd like a cap of two. A municipally owned store can't be included in the minimum number of registrations required.

We currently do not limit licenses for low-potency hemp retailers. There is no statutory authority to limit the number of low-potency hemp retailers under the new law.

Notes:

- Cities will receive a portion of the taxes imposed by the state as part of local government cannabis aid. This aid will be distributed based on the number of retailers in the city.
- If a limit is set, we'd want to determine a selection process if there are more applicants than registrations available. Options include the use of a lottery, first-come-first-serve, a rolling basis, or others.

Additional Restrictions on Hours of Operation

State law says businesses may operate from 8:00 a.m. to 2:00 a.m., Monday through Saturday, and 8:00 a.m. to 2:00 a.m. on Sunday.

The city could follow state law or be more restrictive and could limit the hours of operation between 10:00 a.m. to 9:00 p.m., six days a week. Our liquor stores are allowed to operate on Sundays, 11:00 a.m. to 6:00 p.m. and 8:00 a.m. to 10:00 p.m., Monday–Saturday. Hours could be limited to follow the hours set for liquor store operations, except for Sunday hours. There is no statutory authority to restrict Sunday hours.

Additional Standards for Temporary Cannabis Events

A temporary cannabis event is a gathering by a licensed cannabis event organizer that may last up to four days. Our liquor ordinances do require temporary permits for special events, which is set by state law.

The city could establish standards for these events, such as restricting or prohibiting any on-site consumption, limiting locations or hours of the event, or other public health, safety, or welfare concerns. If a temporary permit is not considered, some of the events may fall under our special event permitting process, but only if the event has 50+ people attending for more than an hour, and it is open to the public. And there are additional standards in state law that all of these events would be required to meet.

Municipal Cannabis Operations

The city can apply for a cannabis retail license to operate a municipal store. If the Council wants the option to have a store, it is recommended to have some language in the city ordinance.

Buffer Requirements

State law allows cities to prohibit cannabis businesses within 1,000 feet of a school, 500 feet of a daycare, a residential facility, or an attraction within a public park. We currently only regulate within 500 feet of a school or park for tobacco product shops. Other tobacco retailers are not restricted. There are no buffer requirements for liquor.

Financial Impact

Fees may be required for registration.

Retail sales of cannabis products are subject to the state and local sales and use tax and a 10% gross receipts tax. Cannabis gross receipts tax proceeds are allocated as follows:

- 20% to the local government cannabis aid account
- 80% to the state general fund.

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

- I. Draft Ordinance

Make sure to do proposed ordinance notification process

Ordinance 24-__

An Ordinance Amending Chapter XX Section XX, TITLE, of The City of Elk River, Minnesota Relating to Cannabis Retail Business Registration

The City Council of the City of Elk River hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

The city makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the city to protect the public health, safety, welfare of residents by regulating cannabis businesses and lower-potency hemp businesses.

1.2 Authority & Jurisdiction

The city has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The city administrator or designee is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether a registration is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

Commented [TA1]: Should we have some type of repeal or sunset date for the current THC ordinance?

Commented [PC2R1]: Do we need to? How will they be handled differently than cannabis? We may have more work to do to ensure tobacco shops with hemp-based THC aren't instead carrying cannabis?

Commented [LK3R1]: OCM is messaging that licensing will not be occurring right away in 2025.

OCM has said that cities can continue their current licensing systems for hemp until the State's is up and running. So I would not repeal and replace the hemp licensing language just yet.

2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

3. ~~Cannabis~~ Retail Businesses: A retail location of a mezzobusinesses, microbusinesses, medical combination businesses, or lower-potency hemp edible retailers.

3-4. ~~Lower-potency Hemp Edible Retail Business: A lower-potency hemp edible retailer location.~~

4-5. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

5-6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.

6-7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.

7-8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages, or accommodations are extended, offered, sold, or otherwise made available to the public.

8-9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.

9-10. Retail Registration: An approved registration issued by the city to a state-licensed cannabis retail business.

10-11. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.

11-12. State License: An approved license issued by the State of Minnesota’s Office of Cannabis Management to a cannabis retail business.

Commented [LK4]: A suggestion, because hemp and cannabis retailers are treated differently in the statute and no population cap or buffer areas are explicitly allowed for hemp retailers I like to divide the definitions:

-Lower-potency Hemp Edible Retail Business: A lower-potency hemp edible retailer location.

-Lower-potency Hemp Edible Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling lower-potency hemp edible product to a consumer and not for the purpose of resale in any form.

Section 2. Registration of Cannabis Businesses

2.1 Registration Required. No individual or entity may operate a state-licensed cannabis retail business without first registering with the city.

2.2 Zoning Verification

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the city shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Fees. A registration fee shall be charged to applicants depending on the type of retail business license applied for and is outlined in the city fee schedule. All fees are non-

233576v1233576v1

refundable.

2.4 Application Procedure.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the city. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
 - v. If property taxes, assessments, and utilities are current at the premises.
- (B) The applicant shall include with the form:
 - i. the registration fee;
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
- (C) Completed applications will be submitted to the city administrator or designee for approval or denial.

2.4.2 Application Approval

- (A) An application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.7.
- (B) An application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) An application that meets the requirements of (A) and (B) above and the following requirements shall be approved.
 - i. The applicant must have a valid license issued by the OCM that allows retail sales;
 - ii. The location for the cannabis retail business must comply with applicable zoning ordinances; and
 - iii. All property taxes, assessments, and utilities for the location of the retail establishment must be current.
- (D) Applications will be reviewed in the order they are received.

2.4.3 Annual Compliance Checks.

The city shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under [Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24] and this ordinance.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-

Commented [TA5]: We may get more than our limit during the initial implementation. Would we want to set another process?

Commented [PC6]: Do we do a check to ensure hemp-based licensees are only selling hemp-based products?

Commented [LK7R6]: Product compliance can be a part of the compliance check, but the statute after 2024 only requires age verification compliance checks.

Commented [TA8R6]: We have not typically done product compliance check and have left that to the state.

use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer.

Any failures under this section must be reported to the Office of Cannabis Management.

2.4.4 Location Change

A state-licensed cannabis retail business is required to submit a new application for registration under Section 2 if it seeks to move to a new location still within the city.

2.5 Renewal of Registration

Every registered cannabis retail business must apply for renewal annually, at the time its state license is renewed. Renewals are processed according to the procedure in Section 2.

2.6 Suspension of Registration

2.6.1 *When Suspension is Warranted.*

The city administrator or designee may suspend a cannabis retail business registration if it violates ordinance or poses an immediate threat to the health or safety of the public. The city shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.6.2 *Notification to OCM.*

The city administrator or designee shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the city and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.6.3 *Length of Suspension.*

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The city may reinstate a registration if it determines that the violations have been resolved.

The city shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.6.4 *Penalties.*

Civil Penalty. Subject to Minn. Stat. 342.22, subd. 5(e) the city may impose a civil penalty, as specified in the city's Fee Schedule, for registration violations, not to exceed \$2,000.

Criminal Penalty. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law.

The City is not precluded from other enforcement action, such as injunctive relief.

2.7 Limiting of Registrations

The city shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within the City of Elk River, excluding municipal cannabis retail store(s).

There is no limit on the number of low potency hemp retailers allowed in the city.

Section 3. Requirements for Cannabis Businesses

3.1 Minimum Buffer Requirements

The city shall prohibit the operation of a cannabis business within 500 feet of a school.

The city shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

The distance limitations shall be measured from property line to property line at the nearest point or from property line to the nearest point of an attraction within a public park.

Pursuant to Minn. Stat. 462.357 subd. 1e, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a (school /attraction within a public park that is regularly used by minors) moves within the minimum buffer zone.

3.2 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of Monday -Wednesday 9 a.m. - 10 p.m. Thursday-Saturday 8 a.m. – 10 p.m., and Sundays ??

Section 4. Temporary Cannabis Events

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A Special Event Permit shall be required to be issued and approved by the city prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in the city's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

Commented [TA9]: If the Council decides to set a limit, a process should be considered to determine who gets a license: For example, first come first serve, lottery, etc.

Commented [PC10R9]: I think the state determines who gets the licenses?

Commented [PC11]: I don't know if I agree here. We have hemp-based THC downtown near a park. We will only have two retailers and they need to be in commercial areas, so we really don't have an issue but downtown... We also have a lot of mental health services downtown, like Open Doors for Youth and Thumbs Up.

Commented [LK12R11]: Hemp businesses are not cannabis businesses. The city is automatically authorized to have these buffers for *cannabis businesses*, but not explicitly hemp businesses. Hemp businesses could be included in a buffer zone, but the City would need to be prepared to defend that choice as a "reasonable time, place, manner" restriction.

Commented [PC13]: I don't like this either, as a legit, legal business should be grandfathered in.

Commented [LK14R13]: I believe Cal's comment and the language highlighted are saying the same thing.

Commented [PC15]: I think we want close the window a little, like where our liquor store hours are at?

Commented [LK16R15]: City is limited on what hours it can restrict: MS 342.27 subd. 7 (b) A city or county may adopt an ordinance to prohibit sales for any period between 9:00 p.m. and 2:00 a.m. the following day or between 8:00 a.m. and 10:00 a.m. on the days of Monday through Saturday.

Commented [TA17]: Not sure about this temporary section yet. Can we follow our special event ordinance for events rather than create a new temp cannabis license event? Although we do have temp. liquor permits. Need to review further.

Commented [PC18R17]: yes

Commented [LK19R17]: The City can decide to use its other special event regulations, but I would look at MS 342.40 regarding fees, security, and on-site consumption because these events will be different than other special events.

Commented [TA20R17]:
<https://www.revisor.mn.gov/statutes/cite/342.40#:~:text=Samples%20of%20adult%20Duse%20cannabis,cannabis%20products%20sold%20to%20customers.>

Application Submittal & Review.

The city shall require an application for Temporary Cannabis Events.

An applicant for a retail registration shall fill out an application form, as provided by the city. Said form shall include, but is not limited to:

- (A) Full name of the property owner and applicant;
- (B) Address, email address, and telephone number of the applicant;

(Insert additional standards here)

The applicant shall include with the form:

the application fee as required in (Section 4.1.2);

a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the city administrator, or designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the (insert staff/department, or elected body that will approve or deny the request) for approval or denial.

(C) The application fee shall be non-refundable once processed.

(D) The application for a license for a Temporary Cannabis Event shall meet the following standards:

- (Insert standards here)

(G) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(H) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The (insert city/town/county) shall notify the applicant of the standards not met and basis for denial.

(Optional) Temporary cannabis events shall only be held at (insert local place).

(Optional) Temporary cannabis events shall only be held between the hours of (insert start time) and (insert stop time).

5.1 Sales within Municipal Liquor Store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

Section 6. Local Government as a Cannabis Retailer

The city may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store shall not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

The city shall be subject to all same license requirements and procedures applicable to

| all other applicants.

SECTION XX. That this ordinance shall take effect upon adoption.

Passed and adopted by the City Council of the City of Elk River this XX day of XX, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk

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Request for Action

To
City Council

Item Number
10.6

Meeting Date
November 18, 2024

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

Item Description
Municipal Cannabis Operation and Manager

Reviewed by
Cal Portner
Tina Allard

Action Requested
Discuss a municipal cannabis operation and staff onboarding schedule.

Background/Discussion
Staff will solicit council feedback on a business proposal and a timeline for onboarding a cannabis manager as the city expands into the new market in 2025.

Financial Impact
A cannabis operations budget will be created.

Mission/Policy/Goal
Opportunity to live, work, and play.

Attachments
None

The Elk River Vision

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

