City Council

Monday, December 2, 2024
6:30 PM
Elk River City Hall

Regular Meeting
&
Closed Meetings
Agenda

- Regular meeting in Council Chambers
- Closed meetings 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 18, 2024, Council Minutes

    4.2 Check Register

    4.3 LEAST Services/Counseling LLC Agreement Renewal

    4.4 Terminate Police Officer

    4.5 2025-2029 Capital Improvement Plan

    4.6 Fire contract with Life Safety Inspection Vault (LIV)

    4.7 FT Center Lease for Lawful Gambling Activity

    4.8 2024 Local Option Sales Tax Agreement 24-30

    4.9 Development Agreement Update: Bradford Park

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

7. PUBLIC HEARINGS
An opportunity for the public to express their opinions and raise questions pertaining to the agenda item. All comments become part of the official public record. For this reason, all comments must be made at the podium so they can be heard and recorded. Comments may also be provided in writing. There will not be deliberations, discussions, or answers to questions until the hearing is closed. It is important to be courteous and allow each presenter to comment before adding additional testimony.

7.1 2025 Budget and Tax Levy Resolution 24-73

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 Mayoral Appointments for Advisory Boards

8.2 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. 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.

11.1 FT Center - Electrical Improvements in the Field House

12. CLOSED MEETING - IUOE LOCAL 49 UNION

12.1 Statement to be read by the Mayor:

"The City Council will be closing the meeting pursuant to MN Statute 13D.03, Subdivision 1 to discuss the city's labor negotiation strategy related to the city's negotiations with the IUOE Local 49 Union."

12.2 Motion Calling Closed Meeting

12.3 Hold Closed Meeting

13. CLOSED MEETING - PID #75-00566-0110 AND #75-00566-0220

13.1 Statement to be read by the Mayor:

"The City Council will be closing the meeting pursuant to MN Statute Section 13D.05, Subdivision 3(c)(1) to consider offers relating to the possible purchase and/or sale of PID #75-00566-0110 and #75-00566-0220."

13.2 Motion Calling Closed Meeting

13.3 Hold Closed Meeting

14. MOTION TO ADJOURN

The Elk River Vision

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

Meeting of the City Council
Held at the Elk River City Hall
Monday, November 18, 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, City Attorney Jared Shepherd, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Public Works Director/Chief Engineer Justin Femrite, Community Development Director Zack Carlton, Fire Chief Mark Dickinson, Police Captains Darren McKernan and Joe Gacke, Liquor Operations Manager Joe Audette, Economic Development Specialist Josh Mollan, and City Clerk Tina Allard

1. CALL MEETING TO ORDER
Pursuant to due call and notice thereof, the meeting was called to order at 6:00 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 Wagner and seconded by Councilmember Beyer to approve the following consent items as outlined in their respective staff reports. Motion Carried 5-0.

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 2024-27

4.7 FT Center - Mendota Valley Amusement Inc. Agreement 2024-28

4.8 FT Center - Quick Cash ATMs Agreement 2024-29

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

4.10 Resolution 24-72 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

No one appeared for Open Forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the November Volunteer of the Month award to Jerri Volk. He highlighted the following:

- St. Andrews Church: President of quilts and crafts group, volunteers for the parish festival, and

teaches faith formation.
- Assists in cooking meals for funerals and special events: Yellow Ribbon and the spaghetti dinner.
- Guardian Angels: Visits with residents every week and works with the fair day and friends group.
- CAER volunteer.

6.2 Oath of Office: Police Chief

Mr. Portner introduced the new Police Chief Dave Kuhnly.

Mayor Dietz performed the oath of office and the pinning ceremony was held.

Chief Kuhnly introduced his family and staff, who came from both the cities of Plymouth and Golden Valley.

6.3 Oath of Office: Patrol Officer Hopps

Police Captain Darren McKernan introduced new Patrol Officer John Hopps.

Mayor Dietz performed the oath of office and the pinning ceremony was held.

6.4 Oath of Office: Firefigthers

Fire Chief Mark Dickinson introduced new firefighters, Arturo Sparza, Robert Stellmach, and Ryan Oliveira.

Mayor Dietz performed the oath of office and the pinning ceremony was held.

6.5 Introduction of New Employees

Mr. Femrite introduced new street maintenance employees Jeremy Taylor, Eric Siljander, and Jerrod Lobde.

The Council welcomed staff.

7. PUBLIC HEARINGS

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

The staff report was presented.

Mayor Dietz opened the public hearing.

Michelle Binsfield, 13230 Islandview Drive, stated the city should take more time to make sure the zoning matches the city's mission of live, work, and play. She stated there is not enough play and that the city should secure some of this land for a park. She expressed concerns about more residential development, shoreland clear-cutting, erosion, and loss of an animal travel corridor.

Mayor Dietz noted the parkland will remain a park. He closed the public hearing.

Councilmember Wagner questioned if the parcel near the Patio and Things Complex needs to have its zoning changed because it is not a great area for housing with the industrial area and the railroad.

Councilmember Westgaard stated this is a housekeeping item and, due to the recent update to the Comprehensive Plan, the zoning should match the land use. He indicated the Council could look at creating a separate district for parkland, but at this time he would prefer to make the change outlined in the report. He further stated the parcel of concern by Ms. Binsfield is owned by MnDOT and is designated as stormwater which can't be sold, noting the DNR controls the shoreland regulations.

Councilmember Grupa concurred with Councilmember Westgaard.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt 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. Motion carried 5-0.

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to adopt 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. Motion carried 5-0.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adopt 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. Motion Carried 5-0.

8. GENERAL BUSINESS

8.1 Northeast Sewer and Water Sub-Area Study

The staff report was presented.

Moved by Councilmember Westgaard and seconded by Councilmember Wagner to approve execution of the proposal for $89,800 for professional services to complete a sub-study in the extended Northeast sewer and water services area. Motion Carried 5-0.

8.2 Northbound Liquor Staffing

The staff report was presented.

Mayor Dietz likes the idea of having a full-time staff person but is concerned with adding $50,000 to the budget.

Mr. Stremcha discussed how this change would provide cost savings in other areas, such as onboarding time and training, due to the frequency of part-time staffing changeovers.

Councilmember Westgaard noted this would not have an impact on the General Fund. He agrees having a large pool of part-time staff can be difficult to manage and have more impact on resources, noting there may not be as much commitment by a part-time employee versus a full-time person who would be more vested. He stated Mr. Audette does a good job managing the stores and has had some difficult years recently (Covid/highway construction). He felt it would be good to have a core group of staff to help grow the two stores.

Councilmember Beyer has noticed management staff having to work additional hours due to short staffing.

Moved by Councilmember Westgaard and seconded by Councilmember Beyer to approve a change to the authorized full-time staff count for Northbound Liquor as outlined in the staff report. Motion Carried 5-0.

9. MOTION TO ADJOURN REGULAR MEETING

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

The meeting adjourned at 6:49 p.m.

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

The work session meeting convened at 6:55 p.m.

10.1 Meadowwoods Village Sewer Treatment Discussion

The staff report was presented. Mr. Femrite stated he has been working with the homeowner's association over the last six months. He noted that 38 of 39 homeowners signed the Petition and Waiver agreement. He reviewed the next steps to consider.

Councilmember Westgaard stated he is supportive of the request, noting it's important to be transparent and offer the same type of opportunity as other subdivisions have been offered. He encouraged homeowners to contact state legislators about any funding availability.

The Council concurred with continuing to move forward with this project.

10.2 Downtown Decoration Requests

The staff report was presented by Josh Mollan.

Deana McLean asked for city permission to have year-round decorative string lights across Rivers Edge Park. And next year they would like to ask the community to put their own ornaments on the tree. The ornaments could then be reused in future years. She further stated any offensive ornaments hung on the tree would be removed.

The Council noted possible liability concerns and would like DERBA to provide indemnification. Councilmember Grupa expressed concerns about vandalism, noting he did see some of this with the Halloween decor.

Mr. Portner stated indemnification may not completely protect the city from liability/lawsuit. He also noted there could be First Amendment issues with removing an ornament from the tree.

The Council concurred they did not have any issues with the lighting, but there is a need to vet it and have an agreement in place.

10.3 Concept Review: Enviro Chem Ordinance Amendment

The staff report was presented.

Josh Blaisdell, GM of Operations for Enviro-Chem, Inc., stated that the majority of material collected is from the information technology field, which is then sorted and sent out. He stated the most hazardous materials collected were batteries. He felt this location could hold a nice facility that they would like to have opened to the public, and they don't want to be hidden in an industrial area.

The Council expressed concerns about outdoor storage and truck parking.

Mr. Blaisdell stated there are loading docks behind the building where they could put the trucks.

The Council concurred there could be a different definition to fit this type of business as long as the operation can all remain indoors and not have outdoor storage in the Business Park District.

10.4 Flock Safety Solutions

The staff report was presented.

Mr. McKernan discussed the installation process of the flock camera system. He highlighted how the department would like to install 14 cameras at various locations throughout the city. Mr. Gacke discussed the different uses the camera system could be utilized for, such as thefts from big box stores.

The Council discussed the cost and ongoing investment needed for the system. Mr. McKernan stated private businesses value the system and in other communities are paying the cost for a camera at their business site, which they then share the data with the police department.

Councilmember Wagner suggested the department seek partnerships with local retailers.

The Council concurred.

Mayor Dietz questioned what the budgeting would look like going forward.

Mr. Portner said the first two years would come from the Public Safety Aid funds, but the annual maintenance would need to be budgeted. Mr. Portner stated there is value in the system as it is growing in other communities and there can be more data sharing available across communities.

Councilmember Wagner noted there could be community backlash about First Amendment rights and the feeling of being tracked.

A representative from Flock Safety Solutions stated they are getting objective data that can only be used for specific purposes outlined in a policy and the video is deleted after 30 days.

Mayor Dietz stated the camera system is a good idea.

Councilmember Grupa stated the city needs to do this project, and he'd take safety over feelings.

10.5 Cannabis and Hemp Registration Ordinance

Ms. Allard presented the staff report. The Council discussed the new cannabis laws and draft ordinance and concurred on the following items:

- With not knowing the staff time and resources needed, set fees to the state maximum, then monitor and amend fees if needed.
- Limit the number of retailers to three, not counting a possible municipal operation. There would be no limit, per state law, for low potency hemp retailers.
- Match hours of operation to the liquor store hours of operation as allowed by law.
- Create a permit process for temporary cannabis events.
- Have language in the ordinance to allow for municipal cannabis operations.
- Follow the same buffer requirements similar to the low-potency hemp retailers.

10.6 Municipal Cannabis Operation and Manager

The staff report was presented. Mr. Stremcha stated it would be key to onboard a cannabis expert sooner rather than later because as more cannabis stores come online, the pool of candidates will shrink. He further discussed building versus leasing. Mr. Audette stated having a manager with cannabis experience would be valuable.

Mayor Dietz stated he would prefer to start out slow and lease a space before deciding to move forward with the expense of building something with an unknown future of the success of a business.

The Council concurred on drafting a business plan prior to making building and hiring decisions.

11. MOTION TO ADJOURN

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

The meeting adjourned at 8:40 p.m.

Minutes prepared by Tina Allard.

12. INFORMATION

John J. Dietz, Mayor

Tina Allard, City Clerk

Request for Action

To
City Council

Item Number
4.2

Meeting Date
December 2, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the check register for the period ending December 2, 2024.

Background/Discussion
The details for the period ending December 2, 2024, are attached to this request for action.

Total for All Funds $ 2,235,502.96

Financial Impact
N/A

Mission/Policy/Goal
N/A

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

Report Criteria:
Invoice Detail.GL account (3 Characters) = {<>} "920"
Invoice Detail.GL account (3 Characters) = {<>} "910"
Invoice Detail.Created by = {<>} "jdengerud"

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ARTISAN BEER COMPANY						
603						
3726033	1	BEER	Invoice	11/13/2024	155.40	603-4-9111-4252
603						
3726034	1	BEER	Invoice	11/13/2024	132.25	603-4-9151-4252
603						
3727731	1	BEER	Invoice	11/20/2024	476.90	603-4-9111-4252
603						
3727732	1	BEER	Invoice	11/20/2024	273.80	603-4-9151-4252
603						
3727733	1	THC PRODUCTS	Invoice	11/20/2024	88.00	603-4-9151-4256
603						
408009	1	BEER CREDIT	Invoice	11/18/2024	9.24-	603-4-9111-4252
603						
408009	2	THC PRODUCTS CREDIT	Invoice	11/18/2024	89.96-	603-4-9111-4256
Total 12167 ARTISAN BEER COMPANY:					1,027.15	
ASPEN MILLS						
101						
342297	1	UNIFORMS - ROSCOE	Invoice	11/04/2024	162.95	101-4-2120-4217
101						
342627	1	UNIFORMS-WOOD	Invoice	11/08/2024	187.26	101-4-2150-4217
Total 10749 ASPEN MILLS:					350.21	
BERRY COFFEE COMPANY						
101						
1032419	1	COFFEE	Invoice	11/22/2024	48.81	101-4-3120-4219
101						
1032535	1	COFFEE	Invoice	11/11/2024	126.81	101-4-5510-4219
101						
1033177	1	COFFEE	Invoice	11/19/2024	125.00	101-4-5510-4219
Total 11959 BERRY COFFEE COMPANY:					300.62	
CHRONICLES IN HEALTH						
101						
2024-368	1	BETTER HEALTH & WELLNESS CLAS	Invoice	11/22/2024	30.00	101-4-5510-4409
Total 14073 CHRONICLES IN HEALTH:					30.00	
CITY OF MONTICELLO						
101						
34809	1	ANIMAL CONTROL CHARGES-SEP/O	Invoice	11/08/2024	1,226.00	101-4-2150-4409
Total 27050 CITY OF MONTICELLO:					1,226.00	
COMPUTER INTEGRATION TECH						
411						
389402	1	HP NOTEBOOK, DOCK, SUPPORT	Invoice	11/14/2024	3,070.00	411-4-1350-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15120 COMPUTER INTEGRATION TECH:					3,070.00	
CUB FOODS						
101						
076430	1	CARD BINGO/PRESENTATION SUPP	Invoice	11/19/2024	37.81	101-4-5510-4219
Total 15550 CUB FOODS:					37.81	
DUSTY'S DRAIN CLEANING IN						
101						
20240644	1	FLUSH VALVE-LIONS PARK	Invoice	11/07/2024	1,675.00	101-4-5110-4409
101						
20240644	2	BLOWOUT VALVE-LIONS PARK	Invoice	11/07/2024	385.00	101-4-5110-4409
Total 12785 DUSTY'S DRAIN CLEANING IN:					2,060.00	
FLAHERTY'S HAPPY TYME CO						
603						
218	1	POP/MISC	Invoice	11/15/2024	156.00	603-4-9151-4255
603						
232	1	POP/MISC	Invoice	11/15/2024	468.00	603-4-9111-4255
Total 19050 FLAHERTY'S HAPPY TYME CO:					624.00	
FLEETPRIDE						
101						
121376447	1	COUPLINGS	Invoice	11/11/2024	92.20	101-4-3150-4219
101						
121469690	1	LED BEACON	Invoice	11/14/2024	147.42	101-4-3150-4219
101						
121633500	1	BRANCH GUARD - ERMU	Invoice	11/21/2024	41.97	101-4-3150-4221
602						
121641082	1	PARTS	Invoice	11/21/2024	137.98	602-4-9020-4219
Total 11711 FLEETPRIDE:					419.57	
GLOBAL RESERVE LLC						
603						
ORD-13148	1	THC PRODUCTS	Invoice	11/18/2024	249.00	603-4-9111-4256
Total 15311 GLOBAL RESERVE LLC:					249.00	
HACH COMPANY						
602						
14254905	1	CHLORINE	Invoice	11/08/2024	281.05	602-4-9020-4219
Total 20800 HACH COMPANY:					281.05	
HAWKINS, INC.						
602						
6916199	1	CHLORINE	Invoice	11/15/2024	30.00	602-4-9020-4219
602						
6922717	1	CHLORINE	Invoice	11/19/2024	1,975.60	602-4-9020-4219
Total 21053 HAWKINS, INC.:					2,005.60	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
HEARTLAND TIRE, INC.						
101						
9043484	1	TIRES - ERMU #14	Invoice	11/14/2024	664.00	101-4-3150-4221
Total 14883 HEARTLAND TIRE, INC.:					664.00	
HEIMAN FIRE EQUIPMENT						
101						
936597-IN	1	TURNOUT GEAR - FIRE DEX	Invoice	11/12/2024	28,207.93	101-4-2320-4219
Total 13035 HEIMAN FIRE EQUIPMENT:					28,207.93	
JENNIFER THYNG						
101						
12112024-01	1	ENTERTAINMENT 12/17/24	Invoice	10/04/2024	225.00	101-4-5510-4409
Total 15309 JENNIFER THYNG:					225.00	
MEDICINE LAKE TOURS						
101						
111824	1	OLD FASHIONED HOLIDAY TRIP 12-6	Invoice	11/18/2024	1,248.00	101-4-5510-4409
Total 13038 MEDICINE LAKE TOURS:					1,248.00	
METRO PRODUCTS INC.						
101						
183463	1	SUPPLIES	Invoice	11/13/2024	114.16	101-4-3150-4219
101						
183463	2	SUPPLIES	Invoice	11/13/2024	114.17	101-4-3150-4219
101						
183463	3	SUPPLIES	Invoice	11/13/2024	114.17	101-4-3150-4219
101						
183578	1	SUPPLIES	Invoice	11/20/2024	401.74	101-4-3120-4219
101						
183578	2	SUPPLIES	Invoice	11/20/2024	401.74	101-4-3150-4219
101						
183578	3	SUPPLIES	Invoice	11/20/2024	401.75	101-4-5110-4219
101						
183579	1	SUPPLIES	Invoice	11/20/2024	91.62	101-4-3120-4219
101						
183579	2	SUPPLIES	Invoice	11/20/2024	91.62	101-4-3150-4219
101						
183579	3	SUPPLIES	Invoice	11/20/2024	91.62	101-4-5110-4219
Total 25198 METRO PRODUCTS INC.:					1,822.59	
MINNESOTA FIRE SERVICE CE						
101						
13289	1	RECERTIFICATION-37	Invoice	11/15/2024	52.50	101-4-2320-4331
Total 26360 MINNESOTA FIRE SERVICE CE:					52.50	
MN STATE FIRE CHIEFS ASN						
101						
7863	1	ANNUAL CONF REG-LIBOR	Invoice	08/23/2024	325.00	101-4-2310-4331

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 26725 MN STATE FIRE CHIEFS ASN:					325.00	
PHILLIPS WINE & SPIRITS C						
603						
535667	1	WINE CREDIT	Invoice	11/05/2024	829.56-	603-4-9151-4253
603						
536215	1	WINE CREDIT	Invoice	11/12/2024	42.00-	603-4-9151-4253
603						
536215	2	POP/MISC CREDIT	Invoice	11/12/2024	40.00-	603-4-9151-4255
603						
536216	1	LIQUOR CREDIT	Invoice	11/12/2024	9.98-	603-4-9151-4251
603						
536217	1	LIQUOR CREDIT	Invoice	11/12/2024	4.28-	603-4-9151-4251
603						
536985	1	LIQUOR CREDIT	Invoice	11/21/2024	11.26-	603-4-9111-4251
603						
536985	2	WINE CREDIT	Invoice	11/21/2024	9.65-	603-4-9111-4253
603						
536988	1	LIQUOR CREDIT	Invoice	11/21/2024	15.00-	603-4-9111-4251
603						
536989	1	LIQUOR CREDIT	Invoice	11/21/2024	19.17-	603-4-9111-4251
603						
536990	1	LIQUOR CREDIT	Invoice	11/21/2024	10.50-	603-4-9111-4251
603						
6879610	1	LIQUOR	Invoice	11/13/2024	2,804.40	603-4-9111-4251
603						
6879610	2	FREIGHT	Invoice	11/13/2024	47.30	603-4-9111-4332
603						
6879611	1	WINE	Invoice	11/13/2024	1,089.15	603-4-9111-4253
603						
6879611	2	FREIGHT	Invoice	11/13/2024	43.00	603-4-9111-4332
603						
6879612	1	LIQUOR	Invoice	11/13/2024	81.30	603-4-9151-4251
603						
6879612	2	FREIGHT	Invoice	11/13/2024	5.16	603-4-9151-4332
603						
6879613	1	WINE	Invoice	11/13/2024	248.00	603-4-9151-4253
603						
6879613	2	FREIGHT	Invoice	11/13/2024	8.60	603-4-9151-4332
603						
6879614	1	LIQUOR	Invoice	11/13/2024	1,181.00	603-4-9151-4251
603						
6879614	2	FREIGHT	Invoice	11/13/2024	20.64	603-4-9151-4332
603						
6879615	1	FREIGHT	Invoice	11/13/2024	1.72	603-4-9151-4332
603						
6879616	1	WINE	Invoice	11/13/2024	380.00	603-4-9151-4253
603						
6879616	2	FREIGHT	Invoice	11/13/2024	9.46	603-4-9151-4332
603						
6881644	1	FREIGHT	Invoice	11/15/2024	2.15	603-4-9151-4332
603						
6881645	1	LIQUOR	Invoice	11/15/2024	895.96	603-4-9151-4251
603						
6881645	2	FREIGHT	Invoice	11/15/2024	13.76	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
6881646	1	WINE	Invoice	11/15/2024	180.00	603-4-9151-4253
603						
6881646	2	FREIGHT	Invoice	11/15/2024	10.32	603-4-9151-4332
603						
6881647	1	POP/MISC	Invoice	11/15/2024	50.28	603-4-9151-4255
603						
6881647	2	FREIGHT	Invoice	11/15/2024	1.72	603-4-9151-4332
603						
6883508	1	LIQUOR	Invoice	11/20/2024	860.00	603-4-9151-4251
603						
6883508	2	FREIGHT	Invoice	11/20/2024	6.88	603-4-9151-4332
603						
6883509	1	LIQUOR	Invoice	11/20/2024	4,979.22	603-4-9111-4251
603						
6883509	2	FREIGHT	Invoice	11/20/2024	68.51	603-4-9111-4332
603						
6883510	1	WINE	Invoice	11/20/2024	1,396.20	603-4-9111-4253
603						
6883510	2	FREIGHT	Invoice	11/20/2024	46.73	603-4-9111-4332
603						
6883511	1	POP/MISC	Invoice	11/20/2024	429.15	603-4-9111-4255
603						
6883511	2	FREIGHT	Invoice	11/20/2024	16.98	603-4-9111-4332
603						
6883512	1	LIQUOR	Invoice	11/20/2024	1,277.55	603-4-9151-4251
603						
6883512	2	FREIGHT	Invoice	11/20/2024	27.81	603-4-9151-4332
603						
6885578	1	LIQUOR	Invoice	11/22/2024	292.50	603-4-9151-4251
603						
6885578	2	FREIGHT	Invoice	11/22/2024	1.72	603-4-9151-4332
603						
6885579	1	LIQUOR	Invoice	11/22/2024	1,583.80	603-4-9151-4251
603						
6885579	2	FREIGHT	Invoice	11/22/2024	17.20	603-4-9151-4332
603						
6885580	1	WINE	Invoice	11/22/2024	58.00	603-4-9151-4253
603						
6885580	2	FREIGHT	Invoice	11/22/2024	1.72	603-4-9151-4332
603						
6885581	1	POP/MISC	Invoice	11/22/2024	303.20	603-4-9151-4255
603						
6885581	2	FREIGHT	Invoice	11/22/2024	14.26	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS C:					17,463.95	
PITNEY BOWES GLOBAL FINAN						
101						
3106914984	1	LEASE 9/28 - 12/27/24	Invoice	11/09/2024	433.05	101-4-1210-4404
Total 15143 PITNEY BOWES GLOBAL FINAN:					433.05	
STEP SAVER INC						
101						
179329	1	BULK SALT -- POLICE DEPARTMENT	Invoice	11/21/2024	156.00	101-4-2190-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13048 STEP SAVER INC:					156.00	
STREICHER'S						
101						
I1729910	1	UNIFORM-MCKERNAN	Invoice	11/18/2024	245.00	101-4-2110-4217
101						
I1729912	1	HOPPS INITIAL ISSUE - UNIFORM	Invoice	11/18/2024	84.99	101-4-2120-4217
Total 33300 STREICHER'S:					329.99	
SYSCO MINNESOTA INC						
221						
547593864	1	CONCESSIONS FOOD	Invoice	11/14/2024	912.91	221-4-5430-4259
221						
547593864	2	SUPPLIES	Invoice	11/14/2024	415.98	221-4-5430-4219
221						
547602830	1	CONCESSIONS FOOD	Invoice	11/20/2024	360.64	221-4-5430-4259
221						
547605403	1	SUPPLIES	Invoice	11/21/2024	391.40	221-4-5430-4219
221						
547605403	2	CONCESSIONS FOOD	Invoice	11/21/2024	2,780.56	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					4,861.49	
TERRA GENERAL CONTRACTORS						
101						
24-992-021	1	CONCRETE REPAIRS - STATION #3	Invoice	10/31/2024	6,580.00	101-4-2310-4401
Total 14340 TERRA GENERAL CONTRACTORS:					6,580.00	
TRUEMAN-WELTERS INC						
101						
IE50445	1	SKID SHOE	Invoice	11/19/2024	1,125.80	101-4-3130-4219
101						
IE50445	2	FLOAT SPRIN	Invoice	11/19/2024	786.32	101-4-3130-4219
Total 34775 TRUEMAN-WELTERS INC:					1,912.12	
VERTEX UNMANNED SOLUTIONS						
101						
3748	1	DRONE REPAIRS	Invoice	11/26/2024	1,208.00	101-4-2320-4404
Total 14930 VERTEX UNMANNED SOLUTIONS:					1,208.00	
WINE MERCHANTS						
603						
7496249	1	WINE	Invoice	11/13/2024	1,820.73	603-4-9111-4253
603						
7496249	2	FREIGHT	Invoice	11/13/2024	30.96	603-4-9111-4332
603						
756672	1	WINE CREDIT	Invoice	11/22/2024	23.82-	603-4-9111-4253
Total 36425 WINE MERCHANTS:					1,827.87	

ADVANCE AUTO PARTS

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
6313432064355	1	HEADLIGHTS	Invoice	11/15/2024	23.16	101-4-2120-4221
101						
6313432364414	1	SHOP SUPPLIES-BRAKE CLEANER/	Invoice	11/18/2024	196.32	101-4-3150-4219
101						
6313432764595	1	HEADLIGHT CREDIT	Invoice	11/22/2024	3.86-	101-4-2120-4221
101						
6313432764611	1	TRAILER CONNECTOR #246	Invoice	11/22/2024	4.15	101-4-3120-4221
Total 10168 ADVANCE AUTO PARTS:					219.77	
AID ELECTRIC CORPORATION						
221						
80677	1	LOCKER ROOM LIGHT REPAIRS/ADD	Invoice	11/12/2024	1,785.38	221-4-5400-4401
Total 10373 AID ELECTRIC CORPORATION:					1,785.38	
AMAZON CAPITAL SERVICES						
101						
17HQ-XVFH-LXRX	1	CAREER DAY ITEMS	Invoice	11/12/2024	103.68	101-4-1220-4201
101						
1CR6-3Q7Y-36G3	1	LAPTOP STAND	Invoice	11/19/2024	39.20	101-4-1350-4219
602						
1JRW-7WYC-TDJW	1	FLAME RESISTANT JACKET - PPE	Invoice	11/25/2024	219.99	602-4-9020-4219
101						
1KJM-CK76-1LRJ	1	PADLOCKS FOR YMCA CABINET	Invoice	11/14/2024	9.99	101-4-5220-4219
101						
1L3T-9PX4-HPGD	1	SPINNERS FOR PLOW TRUCKS	Invoice	11/21/2024	230.16	101-4-3130-4219
101						
1LQ7-TCCT-H9WV	1	HOLIDAY PARTY SUPPLIES	Invoice	11/21/2024	50.98	101-4-5510-4219
602						
1MV6-XDNR-V11P	1	VEST SAFETY HARNESS - PPE	Invoice	11/25/2024	322.74	602-4-9020-4219
221						
1RFD-T49D-C4N1	1	SUPPLIES	Invoice	11/13/2024	299.22	221-4-5430-4219
221						
1V4W-99F3-1HTR	1	NECK GUARDS	Invoice	11/12/2024	67.96	221-4-5400-4259
101						
1YFQ-6PGF-7KH1	1	CELL PHONE CASE	Invoice	11/18/2024	28.99	101-4-2110-4219
Total 13706 AMAZON CAPITAL SERVICES:					1,372.91	
ASCEND LEARNING HOLDINGS						
290						
1000333	1	NVA FIRE FIGHTER SKILLS	Invoice	11/09/2024	4,508.61	290-4-2350-4219
Total 14964 ASCEND LEARNING HOLDINGS:					4,508.61	
ATT LLC						
101						
S28229	1	KNIT HATS	Invoice	11/12/2024	813.00	101-4-2160-4217
Total 15332 ATT LLC:					813.00	
BELLBOY CORP BAR SUPPLY						
603						
0109145300	1	POP/MISC	Invoice	11/19/2024	92.00	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
0109145300	2	FREIGHT	Invoice	11/19/2024	6.83	603-4-9111-4332
603						
0109145300	3	SUPPLIES	Invoice	11/19/2024	84.00	603-4-9112-4219
Total 11810 BELLBOY CORP BAR SUPPLY:					182.83	
BELLBOY CORPORATION						
603						
0205807900	1	LIQUOR	Invoice	11/19/2024	685.00	603-4-9111-4251
603						
0205807900	2	FREIGHT	Invoice	11/19/2024	14.03	603-4-9111-4332
603						
0205807900	3	WINE	Invoice	11/19/2024	180.00	603-4-9111-4253
Total 11800 BELLBOY CORPORATION:					879.03	
BERNICK'S						
603						
10290217	1	POP/MISC	Invoice	11/20/2024	129.00	603-4-9111-4255
603						
10290218	1	THC PRODUCTS	Invoice	11/20/2024	328.00	603-4-9111-4256
603						
10290219	1	BEER	Invoice	11/20/2024	6,217.60	603-4-9111-4252
603						
10290220	1	POP/MISC	Invoice	11/20/2024	17.28	603-4-9151-4255
603						
10290221	1	THC PRODUCTS	Invoice	11/20/2024	51.00	603-4-9151-4256
603						
10290222	1	BEER	Invoice	11/20/2024	1,948.30	603-4-9151-4252
Total 11950 BERNICK'S:					8,691.18	
BLACKHAWK PEST CONTROL, LLC						
603						
50157	1	PEST CONTROL - NB	Invoice	11/25/2024	59.50	603-4-9112-4404
Total 14717 BLACKHAWK PEST CONTROL, LLC:					59.50	
BOLTON & MENK, INC						
401						
0349557	1	2023 STREET IMPROVEMENTS	Invoice	11/11/2024	844.50	401-4-8080-4303
403						
0349558	1	LINE AVE CUL-DE-SAC	Invoice	11/11/2024	772.00	403-4-8440-4303
225						
0349559	1	MEGA LOOP TRAIL IMPROVMENTS	Invoice	11/11/2024	37,692.70	225-4-8546-4303
406						
0349560	1	ROLLING HILLS SEWER EXT	Invoice	11/11/2024	1,283.00	406-4-8040-4303
403						
0349573	1	YALE STREET EXTENSION	Invoice	11/11/2024	709.00	403-4-8440-4303
Total 11019 BOLTON & MENK, INC:					41,301.20	
BOND TRUST SERVICES CORPORATION						
343						
90835	1	SALES TAX REV BONDS 2019A	Invoice	10/15/2024	935,000.00	343-4-7000-4601

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
343						
90835	2	SALES TAX REV BONDS 2019A	Invoice	10/15/2024	492,418.75	343-4-7000-4611
Total 52260 BOND TRUST SERVICES CORPORATION:					1,427,418.75	
BOURGET IMPORTS LLC						
603						
212261	1	WINE	Invoice	11/13/2024	384.00	603-4-9111-4253
603						
212261	2	FREIGHT	Invoice	11/13/2024	13.50	603-4-9111-4332
Total 14411 BOURGET IMPORTS LLC:					397.50	
BREAKTHRU BEVERAGE MINNESOTA						
603						
118667668	1	LIQUOR	Invoice	11/14/2024	2,484.51	603-4-9151-4251
603						
118781489	1	BEER	Invoice	11/21/2024	142.50	603-4-9151-4252
603						
118784648	1	LIQUOR	Invoice	11/21/2024	1,860.39	603-4-9151-4251
603						
118784649	1	LIQUOR	Invoice	11/21/2024	3,096.05	603-4-9151-4251
603						
118784650	1	WINE	Invoice	11/21/2024	44.00	603-4-9151-4253
603						
118784651	1	WINE	Invoice	11/21/2024	784.00	603-4-9151-4253
603						
118784653	1	LIQUOR	Invoice	11/21/2024	9,185.99	603-4-9151-4251
603						
412930784	1	LIQUOR CREDIT	Invoice	11/11/2024	623.30-	603-4-9151-4251
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					16,974.14	
603						
118667922	1	LIQUOR	Invoice	11/14/2024	2,815.59	603-4-9111-4251
603						
118667923	1	WINE	Invoice	11/14/2024	600.00	603-4-9111-4253
603						
118781496	1	BEER	Invoice	11/21/2024	50.80	603-4-9111-4252
603						
118784865	1	LIQUOR	Invoice	11/21/2024	5,590.35	603-4-9111-4251
603						
118784866	1	POP/MISC	Invoice	11/21/2024	180.00	603-4-9111-4255
603						
118784867	1	WINE	Invoice	11/21/2024	1,244.00	603-4-9111-4253
603						
118784868	1	LIQUOR	Invoice	11/21/2024	391.22	603-4-9111-4251
603						
118784869	1	LIQUOR	Invoice	11/21/2024	194.00	603-4-9111-4251
603						
118784870	1	LIQUOR	Invoice	11/21/2024	4,606.25	603-4-9111-4251
603						
412971557	1	LIQUOR CREDIT	Invoice	11/21/2024	41.88-	603-4-9111-4251
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					15,630.33	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
BREMMICK LLC						
603						
1720	1	BEER	Invoice	11/19/2024	63.00	603-4-9151-4252
603						
1723	1	BEER	Invoice	11/19/2024	120.35	603-4-9111-4252
Total 15199 BREMMICK LLC:					183.35	
BRIGHTLY SOFTWARE, INC						
101						
INV-259983	1	MAINTENANCE SOFTWARE	Invoice	11/04/2024	11,721.43	101-4-1600-4404
Total 12238 BRIGHTLY SOFTWARE, INC:					11,721.43	
C & L DISTRIBUTING CO						
603						
1839001160	1	BEER	Invoice	11/13/2024	39.20	603-4-9151-4252
603						
1839001166	1	BEER CREDIT	Invoice	11/20/2024	56.00-	603-4-9151-4252
603						
2013424	1	BEER	Invoice	11/20/2024	8.00	603-4-9151-4252
603						
2013425	1	POP/MISC	Invoice	11/20/2024	37.25	603-4-9151-4255
603						
2013425	2	THC PROCUCTS	Invoice	11/20/2024	104.00	603-4-9151-4256
603						
2013425	3	BEER	Invoice	11/20/2024	3,128.40	603-4-9151-4252
603						
2016599	1	BEER	Invoice	11/25/2024	8,970.70	603-4-9151-4252
Total 8003 C & L DISTRIBUTING CO:					12,231.55	
603						
1839001174	1	BEER CREDIT	Invoice	11/25/2024	70.65-	603-4-9111-4252
603						
2010574	1	THC PRODUCTS	Invoice	11/13/2024	573.00	603-4-9111-4256
603						
2010575	1	BEER	Invoice	11/13/2024	4,963.40	603-4-9111-4252
603						
2012037	1	BEER	Invoice	11/18/2024	10,884.30	603-4-9111-4252
603						
2014694	1	WINE	Invoice	11/20/2024	183.00	603-4-9111-4253
603						
2014694	2	LIQUOR	Invoice	11/20/2024	173.00	603-4-9111-4251
603						
2014695	1	BEER	Invoice	11/20/2024	11,130.95	603-4-9111-4252
603						
2016228	1	BEER	Invoice	11/25/2024	7,475.60	603-4-9111-4252
603						
3004000105	1	BEER CREDIT	Invoice	11/18/2024	27.65-	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					35,284.95	
C C P INDUSTRIES INC						
602						
IN05151330	1	SUPPLIES-INSULATED BIBS	Invoice	11/12/2024	353.06	602-4-9020-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
IN05155977	1	GLOVES/WIPES	Invoice	11/16/2024	761.25	602-4-9020-4219
Total 13325 C C P INDUSTRIES INC:					1,114.31	
CAMPBELL KNUTSON P.A.						
101						
3237G OCT 24	1	OCT LEGAL SVCS	Invoice	10/31/2024	5,179.43	101-4-1400-4304
Total 12076 CAMPBELL KNUTSON P.A.:					5,179.43	
CHARTER COMMUNICATIONS						
101						
175341301 NOV 24	1	PHONE LINE ELEVATOR-CH	Invoice	11/07/2024	69.98	101-4-1600-4389
101						
175341301 NOV 24	2	PHONE LINE ELEVATOR-PBL SAFE	Invoice	11/07/2024	99.97	101-4-2190-4389
101						
175341301 NOV 24	3	EMERG BUTTONS-ORONO & RIVER	Invoice	11/07/2024	59.98	101-4-5110-4389
101						
175341301 NOV 24	4	PHONE LINES, FIRE ALARM, TV SVC	Invoice	11/07/2024	95.78	101-4-3120-4321
101						
175341301 NOV 24	5	VIDEO SERVICES-FS #1	Invoice	11/07/2024	36.18	101-4-2310-4321
101						
175341301 NOV 24	6	VIDEO SERVICES-CH	Invoice	11/07/2024	44.23	101-4-1600-4321
101						
175341301 NOV 24	7	VIDEO SERVICES-EMERGENCY	Invoice	11/07/2024	42.07	101-4-2330-4389
101						
175341301 NOV 24	8	VIDEO SERVICES/BACKUP INTERNE	Invoice	11/07/2024	98.85	101-4-2110-4321
221						
175341301 NOV 24	9	INTERNET, PHONE, VIDEO-FT CENT	Invoice	11/07/2024	455.20	221-4-5400-4321
101						
175341301 NOV 24	10	ERMU INTERNET	Invoice	11/07/2024	189.99	101-4-1350-4321
603						
175341301 NOV 24	11	PHONE LINE CHGS-NORTHBOUND	Invoice	11/07/2024	29.99	603-4-9112-4321
101						
175341301 NOV 24	12	INTERNET, PHONE, VIDEO-FS #3	Invoice	11/07/2024	338.52	101-4-2310-4321
602						
175341701 NOV 24	1	PHONE LINE CHGS-WW	Invoice	11/14/2024	135.26	602-4-9010-4321
Total 13954 CHARTER COMMUNICATIONS:					1,696.00	
CINTAS CORPORATION LOC 470						
603						
4209496846	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	10/25/2024	54.97	603-4-9152-4404
602						
4211399695	1	UNIFORM RENTAL/CLEANING	Invoice	11/13/2024	160.08	602-4-9020-4417
603						
4211693772	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/15/2024	52.78	603-4-9112-4404
603						
4211693858	1	MAPS, TOWELS, SCRAPERS, MOPS	Invoice	11/15/2024	47.35	603-4-9152-4404
602						
4211980094	1	UNIFORMS RENTAL/CLEANING	Invoice	11/19/2024	148.77	602-4-9020-4417
603						
4212373188	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/21/2024	52.78	603-4-9112-4404
603						
4212373500	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/21/2024	56.35	603-4-9152-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
4212725047	1	UNIFORM RENTAL/CLEANING	Invoice	11/25/2024	160.08	602-4-9020-4417
603						
9294289306	1	MATS, TOWELS, SCRAPERS, MOPS -	Invoice	10/30/2024	54.97-	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					678.19	
CROW RIVER FARM EQUIPMENT						
101						
211482	1	PARTS-TUBES	Invoice	11/15/2024	766.75	101-4-2120-4221
Total 15451 CROW RIVER FARM EQUIPMENT:					766.75	
DACOTAH PAPER CO						
603						
30191	1	ICE MELT	Invoice	11/21/2024	78.25	603-4-9112-4219
101						
69518	1	CUPS	Invoice	09/10/2024	78.29	101-4-5510-4219
Total 15887 DACOTAH PAPER CO:					156.54	
DAHLHEIMER BEVERAGE, LLC						
603						
2332225	1	POP/MISC	Invoice	11/14/2024	88.95	603-4-9151-4255
603						
2332225	2	BEER	Invoice	11/14/2024	198.50	603-4-9151-4252
603						
2332529	1	BEER	Invoice	11/14/2024	8,824.10	603-4-9151-4252
603						
2334676	1	BEER	Invoice	11/18/2024	10,557.20	603-4-9151-4252
603						
2334677	1	LIQUOR	Invoice	11/18/2024	5,320.20	603-4-9151-4251
603						
2337516	1	THC PRODUCTS	Invoice	11/21/2024	163.00	603-4-9151-4256
603						
2337517	1	BEER	Invoice	11/21/2024	3,482.40	603-4-9151-4252
603						
2337567	1	BEER CREDIT	Invoice	11/20/2024	24.00-	603-4-9151-4252
603						
2337975	1	BEER	Invoice	11/21/2024	55.20	603-4-9151-4252
603						
2338264	1	BEER CREDIT	Invoice	11/20/2024	118.75-	603-4-9151-4252
603						
2340244	1	BEER	Invoice	11/25/2024	141.80	603-4-9151-4252
603						
2340245	1	LIQUOR	Invoice	11/25/2024	83.10	603-4-9151-4251
603						
2340246	1	BEER	Invoice	11/25/2024	9,412.30	603-4-9151-4252
603						
976-00144	1	BEER CREDIT	Invoice	11/18/2024	30.00-	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					38,154.00	
221						
2330352	1	BEER	Invoice	11/11/2024	438.60	221-4-5430-4252
221						
2330352	2	LIQUOR	Invoice	11/11/2024	738.30	221-4-5430-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
2331882	1	LIQUOR	Invoice	11/13/2024	132.00	221-4-5430-4251
Total 15366 DAHLHEIMER BEVERAGE, LLC:					1,308.90	
603						
2329428CR	1	BEER CREDIT	Invoice	11/11/2024	16.80-	603-4-9111-4252
603						
2332175	1	BEER	Invoice	11/14/2024	11,649.55	603-4-9111-4252
603						
2332257	1	BEER	Invoice	11/14/2024	30.80	603-4-9111-4252
603						
2334678	1	BEER	Invoice	11/18/2024	14,423.05	603-4-9111-4252
603						
2334678	2	LIQUOR	Invoice	11/18/2024	8,465.00	603-4-9111-4251
603						
2337953	1	THC PRODUCTS	Invoice	11/21/2024	78.00	603-4-9111-4256
603						
2337954	1	BEER	Invoice	11/21/2024	8,041.77	603-4-9111-4252
603						
2338262	1	BEER CREDIT	Invoice	11/20/2024	116.75-	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					42,554.62	
DANGEROUS MAN BREWING CO LLC						
603						
IN-6017	1	BEER	Invoice	11/22/2024	248.00	603-4-9111-4252
Total 52264 DANGEROUS MAN BREWING CO LLC:					248.00	
DANIEL J LOEGERING						
101						
1	1	SANTA IN THE PARK 2024	Invoice	08/28/2024	599.00	101-4-5220-4409
Total 14596 DANIEL J LOEGERING:					599.00	
E C M PUBLISHERS INC						
101						
1022925	1	BUSINESS CARDS	Invoice	11/05/2024	37.00	101-4-2110-4201
101						
1023547	1	JOB AD-PW SUPV	Invoice	11/10/2024	60.40	101-4-3120-4359
101						
1023548	1	JOB AD	Invoice	11/10/2024	66.40	101-4-2440-4219
101						
1024333	1	NOTICE OF PH, NORTHSTAR TRUCK	Invoice	11/16/2024	111.80	101-4-1510-4359
101						
1024490	1	ADVERTISING - SANTA IN THE PARK	Invoice	11/17/2024	310.00	101-4-5210-4349
603						
1024588	1	SHOP LOCAL WEEK AD	Invoice	11/17/2024	26.25	603-4-9112-4349
603						
1024588	2	SHOP LOCAL WEEK AD	Invoice	11/17/2024	26.25	603-4-9152-4349
Total 17000 E C M PUBLISHERS INC:					638.10	
ELK RIVER MUNICIPAL UTILITIES						
603						
111324	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	11/19/2024	2,050.25	603-4-9152-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
111324	2	ELECTRIC	Invoice	11/19/2024	57.12	101-4-3120-4389
101						
111324	3	ELECTRIC	Invoice	11/19/2024	32.64	101-4-3120-4389
602						
111324	4	WATER/ELECTRIC	Invoice	11/19/2024	19,575.24	602-4-9020-4389
101						
111324	5	WATER/ELECTRIC	Invoice	11/19/2024	1,895.53	101-4-5110-4389
101						
111324	6	ELECTRIC	Invoice	11/19/2024	78.41	101-4-2330-4389
101						
111324	7	ELECTRIC	Invoice	11/19/2024	501.38	101-4-5110-4389
101						
111324	8	WATER/SEWER	Invoice	11/19/2024	499.88	101-4-5110-4389
101						
111324	9	WATER/ELECTRIC/SEWER	Invoice	11/19/2024	6,149.01	101-4-2190-4389
101						
111324	10	WATER/ELECTRIC/SEWER	Invoice	11/19/2024	837.33	101-4-2310-4389
101						
111324	11	WATER/ELECTRIC/SEWER/STMWTR	Invoice	11/19/2024	3,696.47	101-4-1600-4389
211						
111324	12	WATER/ELECTRIC/SEWER	Invoice	11/19/2024	2,402.97	211-4-5600-4389
101						
111324	13	ELECTRIC	Invoice	11/19/2024	64.50	101-4-2190-4389
602						
111324	14	ELECTRIC	Invoice	11/19/2024	3,302.75	602-4-9050-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					41,143.48	
FASTENAL COMPANY						
101						
MNELK139779	1	SUPPLIES-VENDING	Invoice	11/08/2024	192.64	101-4-3120-4219
101						
MNELK139779	2	SUPPLIES-VENDING	Invoice	11/08/2024	192.64	101-4-3120-4219
101						
MNELK139825	1	SUPPLIES-VENDING	Invoice	11/15/2024	122.38	101-4-5110-4219
101						
MNELK139825	2	SUPPLIES-VENDING	Invoice	11/15/2024	122.38	101-4-3120-4219
101						
MNELK139904	1	SUPPLIES-VENDING	Invoice	11/22/2024	167.02	101-4-3120-4219
101						
MNELK139904	2	SUPPLIES-VENDING	Invoice	11/22/2024	167.01	101-4-5110-4219
101						
MNELK139919	1	BATTERIES	Invoice	11/19/2024	44.00	101-4-2120-4219
101						
MNELK139943	1	SIGN SUPPLIES	Invoice	11/20/2024	8.98	101-4-3120-4226
Total 18453 FASTENAL COMPANY:					1,017.05	
FUTURE PLUS BATTERIES						
101						
P77914340	1	12V BATTERY	Invoice	11/21/2024	88.85	101-4-3150-4221
Total 11835 FUTURE PLUS BATTERIES:					88.85	
GATR TRUCK CENTER						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
05P582795	1	PARTS	Invoice	11/15/2024	42.44	602-4-9020-4219
Total 19729 GATR TRUCK CENTER:					42.44	
GOODWILL PUBLISHERS, INC						
101						
06-55330-115	1	BOOKS - CRIME PREVENTION SUPP	Invoice	12/01/2024	250.00	101-4-2150-4219
Total 52278 GOODWILL PUBLISHERS, INC:					250.00	
GRAINGER						
101						
9314959124	1	DIAL CALIPER	Invoice	11/13/2024	127.51	101-4-3150-4219
Total 20300 GRAINGER:					127.51	
GRANITE CITY JOBBING CO						
603						
423751	1	POP/MISC	Invoice	11/15/2024	699.29	603-4-9151-4255
603						
423751	2	FREIGHT	Invoice	11/15/2024	5.00	603-4-9151-4332
603						
423751	3	SUPPLIES	Invoice	11/15/2024	149.07	603-4-9152-4219
603						
423755	1	POP/MISC	Invoice	11/15/2024	812.22	603-4-9111-4255
603						
423755	2	THC PRODUCTS	Invoice	11/15/2024	160.00	603-4-9111-4256
603						
423755	3	FREIGHT	Invoice	11/15/2024	5.00	603-4-9111-4332
Total 10654 GRANITE CITY JOBBING CO:					1,830.58	
HOISINGTON KOEGLER GROUP						
296						
024-031-5	1	PROF SVCS-RIVERS EDGE RENO	Invoice	11/18/2024	1,725.16	296-4-7000-4319
Total 21475 HOISINGTON KOEGLER GROUP:					1,725.16	
INSIGHT PUBLIC SECTOR						
101						
1101223432	1	ADOBE LICENSES	Invoice	11/14/2024	384.84	101-4-1210-4201
101						
1101223432	2	ADOBE LICENSES	Invoice	11/14/2024	384.84	101-4-1310-4404
101						
1101223432	3	ADOBE LICENSES	Invoice	11/14/2024	96.21	101-4-3300-4404
101						
1101223432	4	ADOBE LICENSES	Invoice	11/14/2024	677.68	101-4-2310-4404
101						
1101223432	5	ADOBE LICENSES	Invoice	11/14/2024	288.63	101-4-1220-4404
101						
1101223432	6	ADOBE LICENSES	Invoice	11/14/2024	288.63	101-4-1350-4404
221						
1101223432	7	ADOBE LICENSES	Invoice	11/14/2024	963.68	221-4-5400-4219
101						
1101223432	8	ADOBE LICENSES	Invoice	11/14/2024	384.84	101-4-2130-4319

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1101223432	9	ADOBE LICENSES	Invoice	11/14/2024	1,734.94	101-4-1120-4319
101						
1101223432	10	ADOBE LICENSES	Invoice	11/14/2024	963.68	101-4-5210-4404
101						
1101223432	11	ADOBE LICENSES	Invoice	11/14/2024	778.10	101-4-3120-4404
101						
1101223432	12	ADOBE LICENSES	Invoice	11/14/2024	192.42	101-4-6210-4440
101						
1101223432	13	ADOBE LICENSES	Invoice	11/14/2024	96.21	101-4-1600-4404
101						
1101223432	14	ADOBE LICENSES	Invoice	11/14/2024	1,156.10	101-4-1510-4404
Total 22297 INSIGHT PUBLIC SECTOR:					8,390.80	
JOHN ALLAIRE						
290						
1009	1	PROPERTY CLEANUP - 19176 KENT	Invoice	10/29/2024	25,523.25	290-4-1210-4409
Total 52281 JOHN ALLAIRE:					25,523.25	
JOHNSON BROS LIQUOR						
603						
116023	1	LIQUOR CREDIT	Invoice	11/21/2024	654.88-	603-4-9111-4251
603						
2665227	1	LIQUOR	Invoice	11/13/2024	5,954.80	603-4-9111-4251
603						
2665227	2	FREIGHT	Invoice	11/13/2024	94.89	603-4-9111-4332
603						
2665228	1	WINE	Invoice	11/13/2024	1,048.00	603-4-9111-4253
603						
2665228	2	FREIGHT	Invoice	11/13/2024	34.83	603-4-9111-4332
603						
2665229	1	FREIGHT	Invoice	11/13/2024	.29	603-4-9151-4332
603						
2665230	1	LIQUOR	Invoice	11/13/2024	9,280.07	603-4-9111-4251
603						
2665230	2	FREIGHT	Invoice	11/13/2024	142.32	603-4-9111-4332
603						
2665231	1	LIQUOR	Invoice	11/13/2024	2,248.00	603-4-9151-4251
603						
2665231	2	FREIGHT	Invoice	11/13/2024	39.56	603-4-9151-4332
603						
2665232	1	WINE	Invoice	11/13/2024	1,580.00	603-4-9151-4253
603						
2665232	2	FREIGHT	Invoice	11/13/2024	28.38	603-4-9151-4332
603						
2665233	1	POP/MISC	Invoice	11/13/2024	32.00	603-4-9151-4255
603						
2665233	2	FREIGHT	Invoice	11/13/2024	1.72	603-4-9151-4332
603						
2665234	1	LIQUOR	Invoice	11/13/2024	2,082.16	603-4-9151-4251
603						
2665234	2	FREIGHT	Invoice	11/13/2024	20.67	603-4-9151-4332
603						
2665917	1	LIQUOR	Invoice	11/13/2024	229.50	603-4-9111-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2665917	2	FREIGHT	Invoice	11/13/2024	6.88	603-4-9111-4332
603						
2665918	1	LIQUOR	Invoice	11/13/2024	76.50	603-4-9151-4251
603						
2665918	2	FREIGHT	Invoice	11/13/2024	1.72	603-4-9151-4332
603						
2667583	1	LIQUOR	Invoice	11/15/2024	280.00	603-4-9151-4251
603						
2667583	2	FREIGHT	Invoice	11/15/2024	3.44	603-4-9151-4332
603						
2670095	1	WINE	Invoice	11/20/2024	1,148.00	603-4-9151-4253
603						
2670095	2	FREIGHT	Invoice	11/20/2024	14.05	603-4-9151-4332
603						
2670096	1	LIQUOR	Invoice	11/20/2024	5,104.44	603-4-9111-4251
603						
2670096	2	FREIGHT	Invoice	11/20/2024	66.51	603-4-9111-4332
603						
2670097	1	WINE	Invoice	11/20/2024	7,381.80	603-4-9111-4253
603						
2670097	2	FREIGHT	Invoice	11/20/2024	141.90	603-4-9111-4332
603						
2670098	1	POP/MISC	Invoice	11/20/2024	223.95	603-4-9111-4255
603						
2670098	2	FREIGHT	Invoice	11/20/2024	5.16	603-4-9111-4332
603						
2670100	1	LIQUOR	Invoice	11/20/2024	12,128.71	603-4-9111-4251
603						
2670100	2	FREIGHT	Invoice	11/20/2024	86.00	603-4-9111-4332
603						
2670101	1	LIQUOR	Invoice	11/20/2024	1,035.00	603-4-9151-4251
603						
2670101	2	FREIGHT	Invoice	11/20/2024	5.16	603-4-9151-4332
603						
2670102	1	LIQUOR	Invoice	11/20/2024	2,023.33	603-4-9151-4251
603						
2670102	2	WINE	Invoice	11/20/2024	80.00	603-4-9151-4253
603						
2670102	3	FREIGHT	Invoice	11/20/2024	23.51	603-4-9151-4332
603						
2670103	1	WINE	Invoice	11/20/2024	3,933.21	603-4-9151-4253
603						
2670103	2	FREIGHT	Invoice	11/20/2024	99.76	603-4-9151-4332
603						
2670104	1	POP/MISC	Invoice	11/20/2024	77.40	603-4-9151-4255
603						
2670104	2	FREIGHT	Invoice	11/20/2024	3.44	603-4-9151-4332
603						
2670105	1	LIQUOR	Invoice	11/20/2024	1,909.81	603-4-9151-4251
603						
2670105	2	FREIGHT	Invoice	11/20/2024	15.48	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					58,037.47	

KENNEDY & GRAVEN CHARTERED

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
240						
184872 - RLF 240	1	LEGAL SVCS-TIPSY CHICKEN LOAN	Invoice	11/19/2024	1,170.00	240-4-6210-4304
Total 23007 KENNEDY & GRAVEN CHARTERED:					1,170.00	
LAKE STATE RECYCLING INC						
603						
112124	1	CARDBOARD RECYCLING-WB	Invoice	11/22/2024	150.00	603-4-9152-4389
603						
11524	1	CARDBOARD RECYCLING-NB	Invoice	11/15/2024	150.00	603-4-9112-4389
602						
74369	1	APPLIANCE RECYCLING	Invoice	11/18/2024	10.15	602-4-9020-4219
Total 13119 LAKE STATE RECYCLING INC:					310.15	
LANDSCAPE STRUCTURES						
440						
INV-151169	1	TROTT BROOK PLAYGROUND	Invoice	09/03/2024	89,246.44	440-4-5110-4530
101						
INV-155289	1	SPLASH PAD MECHANICAL ENCLOS	Invoice	11/13/2024	33,480.36	101-4-5110-4219
Total 11063 LANDSCAPE STRUCTURES:					122,726.80	
MACQUEEN EQUIPMENT LLC						
101						
P11811	1	LADDER TRUCK PARTS	Invoice	11/15/2024	124.56	101-4-2320-4221
101						
P61058	1	SPROCKET/CHAIN KIT	Invoice	11/13/2024	256.01	101-4-3120-4221
Total 24575 MACQUEEN EQUIPMENT LLC:					380.57	
MACQUEEN EQUIPMENT, LLC						
101						
P39169	1	SCBA FLOW TESTING	Invoice	11/21/2024	4,970.00	101-4-2310-4404
Total 24576 MACQUEEN EQUIPMENT, LLC:					4,970.00	
MN DOT						
401						
832358	1	2024 PAVEMENT STRIPING	Invoice	11/20/2024	21,782.01	401-4-8010-4409
Total 26309 MN DOT:					21,782.01	
MN VALLEY TESTING LAB INC						
602						
1282339	1	WATER TESTING	Invoice	11/22/2024	457.00	602-4-9020-4319
Total 24500 MN VALLEY TESTING LAB INC:					457.00	
NORTH CENTRAL INTERNATIONAL						
101						
X225029734:01	1	PARTS - #236	Invoice	11/15/2024	252.66	101-4-3120-4221
Total 14890 NORTH CENTRAL INTERNATIONAL:					252.66	
NOTHING BUT HEMP						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2473	1	THC PRODUCTS	Invoice	11/15/2024	300.00	603-4-9111-4256
Total 15262 NOTHING BUT HEMP:					300.00	
NOW. MAKE. ART. LLC						
211						
00121	1	YOUTH PROGRAM 10/28/24	Invoice	11/05/2024	548.07	211-4-5600-4409
Total 52277 NOW. MAKE. ART. LLC:					548.07	
PAUSTIS WINE COMPANY						
603						
250577	1	WINE CREDIT	Invoice	10/30/2024	215.00-	603-4-9151-4253
603						
250577	2	FREIGHT	Invoice	10/30/2024	1.50-	603-4-9151-4332
603						
251956	1	WINE	Invoice	11/14/2024	1,115.00	603-4-9111-4253
603						
251956	2	FREIGHT	Invoice	11/14/2024	30.00	603-4-9111-4332
603						
251957	1	WINE	Invoice	11/14/2024	884.75	603-4-9151-4253
603						
251957	2	FREIGHT	Invoice	11/14/2024	19.50	603-4-9151-4332
603						
252660	1	WINE	Invoice	11/21/2024	531.00	603-4-9111-4253
603						
252660	2	FREIGHT	Invoice	11/21/2024	12.50	603-4-9111-4332
Total 29251 PAUSTIS WINE COMPANY:					2,376.25	
PRECISE MRM LLC						
101						
IN200-2001705	1	5MB FLAT DATA PLAN	Invoice	11/20/2024	456.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					456.00	
PULLAR PRAIRIE DEVELOPMENT						
821						
11-25-2024	1	P 22-11 INSPECTION REFUND	Invoice	11/25/2024	1,425.00	821-2200
821						
11-25-2024	2	P 22-11 SURETY REFUND	Invoice	11/25/2024	13,000.00	821-2200
Total 14876 PULLAR PRAIRIE DEVELOPMENT:					14,425.00	
RED BULL DISTRIBUTION COM						
603						
5014085461	1	RED BULL	Invoice	11/21/2024	210.00	603-4-9151-4255
Total 12944 RED BULL DISTRIBUTION COM:					210.00	
RITE ENTERPRISES, INC						
603						
T0500000101	1	CARD DEFENDER RE-INSTALL	Invoice	11/18/2024	97.09	603-4-9112-4219
Total 14665 RITE ENTERPRISES, INC:					97.09	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ROCKY MOUNTAIN CONSTRUCTI						
290						
206022	1	WELLNESS PATIO - PS AID	Invoice	11/07/2024	33,475.00	290-4-2330-4219
Total 31215 ROCKY MOUNTAIN CONSTRUCTI:					33,475.00	
SAMUEL MILSTEIN						
603						
INV-0090	1	THC PRODUCTS	Invoice	11/15/2024	554.40	603-4-9111-4256
Total 52273 SAMUEL MILSTEIN:					554.40	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
0103868	1	LIQUOR CREDIT	Invoice	11/21/2024	6.00-	603-4-9151-4251
603						
2553851	1	LIQUOR	Invoice	11/14/2024	3,955.11	603-4-9151-4251
603						
2553851	2	FREIGHT	Invoice	11/14/2024	67.84	603-4-9151-4332
603						
2553852	1	WINE	Invoice	11/14/2024	255.12	603-4-9151-4253
603						
2553852	2	FREIGHT	Invoice	11/14/2024	6.40	603-4-9151-4332
603						
2553853	1	FREIGHT	Invoice	11/14/2024	2.56	603-4-9151-4332
603						
2554549	1	WINE	Invoice	11/15/2024	552.00	603-4-9151-4253
603						
2554549	2	FREIGHT	Invoice	11/15/2024	6.40	603-4-9151-4332
603						
2556734	1	LIQUOR	Invoice	11/21/2024	12,263.20	603-4-9151-4251
603						
2556734	2	FREIGHT	Invoice	11/21/2024	113.49	603-4-9151-4332
603						
2556735	1	WINE	Invoice	11/21/2024	1,477.36	603-4-9151-4253
603						
2556735	2	FREIGHT	Invoice	11/21/2024	23.15	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					18,716.63	
603						
2553847	1	FREIGHT	Invoice	11/14/2024	1.25	603-4-9111-4332
603						
2553848	1	LIQUOR	Invoice	11/14/2024	10,297.84	603-4-9111-4251
603						
2553848	2	FREIGHT	Invoice	11/14/2024	138.75	603-4-9111-4332
603						
2553849	1	WINE	Invoice	11/14/2024	1,371.90	603-4-9111-4253
603						
2553849	2	FREIGHT	Invoice	11/14/2024	22.50	603-4-9111-4332
603						
2553850	1	FREIGHT	Invoice	11/14/2024	2.50	603-4-9111-4332
603						
2554547	1	LIQUOR	Invoice	11/15/2024	267.00	603-4-9111-4251
603						
2554547	2	FREIGHT	Invoice	11/15/2024	1.25	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2554548	1	WINE	Invoice	11/15/2024	528.00	603-4-9111-4253
603						
2554548	2	FREIGHT	Invoice	11/15/2024	6.25	603-4-9111-4332
603						
2556730	1	LIQUOR	Invoice	11/21/2024	16,712.25	603-4-9111-4251
603						
2556730	2	FREIGHT	Invoice	11/21/2024	166.04	603-4-9111-4332
603						
2556731	1	POP/MISC	Invoice	11/21/2024	118.50	603-4-9111-4255
603						
2556731	2	FREIGHT	Invoice	11/21/2024	6.25	603-4-9111-4332
603						
2556732	1	WINE	Invoice	11/21/2024	1,352.11	603-4-9111-4253
603						
2556732	2	FREIGHT	Invoice	11/21/2024	28.54	603-4-9111-4332
603						
2556733	1	LIQUOR	Invoice	11/21/2024	267.00	603-4-9111-4251
603						
2556733	2	FREIGHT	Invoice	11/21/2024	1.25	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					31,289.18	
STEVEN M WICKELGREN						
101						
1560	1	COUNSELING & CHECK-UPS	Invoice	11/12/2024	180.00	101-4-2110-4319
Total 15055 STEVEN M WICKELGREN:					180.00	
SUMMIT COMPANIES						
101						
2789304	1	REPLACED DRY SYSTEM COMPRES	Invoice	11/01/2024	4,290.00	101-4-1600-4401
Total 33444 SUMMIT COMPANIES:					4,290.00	
THE UPS STORE #5093						
101						
1	1	DELIVERY CHGS	Invoice	11/19/2024	14.24	101-4-2310-4322
602						
11/12/24 WW	1	DELIVERY CHGS 11/12 - WW	Invoice	11/12/2024	14.35	602-4-9010-4322
Total 35549 THE UPS STORE #5093:					28.59	
TWIN CITY GARAGE DOOR-GARAGE DOOR STORE						
101						
395912472	1	GARAGE DOOR REPAIR	Invoice	11/19/2024	4,782.08	101-4-3120-4401
Total 34925 TWIN CITY GARAGE DOOR-GARAGE DOOR STORE:					4,782.08	
VIKING COCA-COLA CO						
603						
3562617	1	POP/MISC	Invoice	11/14/2024	452.05	603-4-9151-4255
Total 35725 VIKING COCA-COLA CO:					452.05	
VINOCOPIA						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
0363104-IN	1	LIQUOR	Invoice	11/21/2024	107.58	603-4-9111-4251
603						
0363104-IN	2	FREIGHT	Invoice	11/21/2024	2.50	603-4-9111-4332
Total 35763 VINOCOPIA:					110.08	
WINEBOW						
603						
MN00157871	1	WINE	Invoice	11/22/2024	540.00	603-4-9151-4253
603						
MN00157871	2	FREIGHT	Invoice	11/22/2024	6.00	603-4-9111-4332
Total 14002 WINEBOW:					546.00	
YALE MECHANICAL LLC						
101						
261906	1	MAINTENANCE	Invoice	11/18/2024	2,907.00	101-4-2190-4401
Total 36620 YALE MECHANICAL LLC:					2,907.00	
Total :					2,157,716.95	
Grand Totals:					2,157,716.95	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1120-4319	1,734.94	.00	1,734.94
101-4-1210-4201	384.84	.00	384.84
101-4-1210-4404	433.05	.00	433.05
101-4-1220-4201	103.68	.00	103.68
101-4-1220-4404	288.63	.00	288.63
101-4-1310-4404	384.84	.00	384.84
101-4-1350-4219	39.20	.00	39.20
101-4-1350-4321	189.99	.00	189.99
101-4-1350-4404	288.63	.00	288.63
101-4-1400-4304	5,179.43	.00	5,179.43
101-4-1510-4359	111.80	.00	111.80
101-4-1510-4404	1,156.10	.00	1,156.10
101-4-1600-4321	44.23	.00	44.23
101-4-1600-4389	3,766.45	.00	3,766.45
101-4-1600-4401	4,290.00	.00	4,290.00
101-4-1600-4404	11,817.64	.00	11,817.64
101-4-2110-4201	37.00	.00	37.00
101-4-2110-4217	245.00	.00	245.00
101-4-2110-4219	28.99	.00	28.99
101-4-2110-4319	180.00	.00	180.00
101-4-2110-4321	98.85	.00	98.85
101-4-2120-4217	247.94	.00	247.94
101-4-2120-4219	44.00	.00	44.00
101-4-2120-4221	789.91	3.86-	786.05
101-4-2130-4319	384.84	.00	384.84

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2150-4217	187.26	.00	187.26
101-4-2150-4219	250.00	.00	250.00
101-4-2150-4409	1,226.00	.00	1,226.00
101-4-2160-4217	813.00	.00	813.00
101-4-2190-4219	156.00	.00	156.00
101-4-2190-4389	6,313.48	.00	6,313.48
101-4-2190-4401	2,907.00	.00	2,907.00
101-4-2310-4321	374.70	.00	374.70
101-4-2310-4322	14.24	.00	14.24
101-4-2310-4331	325.00	.00	325.00
101-4-2310-4389	837.33	.00	837.33
101-4-2310-4401	6,580.00	.00	6,580.00
101-4-2310-4404	5,647.68	.00	5,647.68
101-4-2320-4219	28,207.93	.00	28,207.93
101-4-2320-4221	124.56	.00	124.56
101-4-2320-4331	52.50	.00	52.50
101-4-2320-4404	1,208.00	.00	1,208.00
101-4-2330-4389	120.48	.00	120.48
101-4-2440-4219	66.40	.00	66.40
101-4-3120-4219	1,216.85	.00	1,216.85
101-4-3120-4221	512.82	.00	512.82
101-4-3120-4226	8.98	.00	8.98
101-4-3120-4321	95.78	.00	95.78
101-4-3120-4359	60.40	.00	60.40
101-4-3120-4389	89.76	.00	89.76
101-4-3120-4401	4,782.08	.00	4,782.08
101-4-3120-4404	778.10	.00	778.10
101-4-3130-4219	2,598.28	.00	2,598.28
101-4-3150-4219	1,399.31	.00	1,399.31
101-4-3150-4221	794.82	.00	794.82
101-4-3300-4404	96.21	.00	96.21
101-4-5110-4219	34,263.12	.00	34,263.12
101-4-5110-4389	2,956.77	.00	2,956.77
101-4-5110-4409	2,060.00	.00	2,060.00
101-4-5210-4349	310.00	.00	310.00
101-4-5210-4404	963.68	.00	963.68
101-4-5220-4219	9.99	.00	9.99
101-4-5220-4409	599.00	.00	599.00
101-4-5510-4219	418.89	.00	418.89
101-4-5510-4409	1,503.00	.00	1,503.00
101-4-6210-4440	192.42	.00	192.42
211-4-5600-4389	2,402.97	.00	2,402.97
211-4-5600-4409	548.07	.00	548.07
221-4-5400-4219	963.68	.00	963.68
221-4-5400-4259	67.96	.00	67.96
221-4-5400-4321	455.20	.00	455.20
221-4-5400-4401	1,785.38	.00	1,785.38
221-4-5430-4219	1,106.60	.00	1,106.60
221-4-5430-4251	870.30	.00	870.30
221-4-5430-4252	438.60	.00	438.60
221-4-5430-4259	4,054.11	.00	4,054.11
225-4-8546-4303	37,692.70	.00	37,692.70
240-4-6210-4304	1,170.00	.00	1,170.00
290-4-1210-4409	25,523.25	.00	25,523.25
290-4-2330-4219	33,475.00	.00	33,475.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
290-4-2350-4219	4,508.61	.00	4,508.61
296-4-7000-4319	1,725.16	.00	1,725.16
343-4-7000-4601	935,000.00	.00	935,000.00
343-4-7000-4611	492,418.75	.00	492,418.75
401-4-8010-4409	21,782.01	.00	21,782.01
401-4-8080-4303	844.50	.00	844.50
403-4-8440-4303	1,481.00	.00	1,481.00
406-4-8040-4303	1,283.00	.00	1,283.00
411-4-1350-4219	3,070.00	.00	3,070.00
440-4-5110-4530	89,246.44	.00	89,246.44
602-4-9010-4321	135.26	.00	135.26
602-4-9010-4322	14.35	.00	14.35
602-4-9020-4219	4,134.26	.00	4,134.26
602-4-9020-4319	457.00	.00	457.00
602-4-9020-4389	19,575.24	.00	19,575.24
602-4-9020-4417	468.93	.00	468.93
602-4-9050-4389	3,302.75	.00	3,302.75
603-4-9111-4251	91,053.22	752.69-	90,300.53
603-4-9111-4252	75,868.47	241.09-	75,627.38
603-4-9111-4253	20,224.89	33.47-	20,191.42
603-4-9111-4255	2,452.82	.00	2,452.82
603-4-9111-4256	2,242.40	89.96-	2,152.44
603-4-9111-4332	1,296.91	.00	1,296.91
603-4-9112-4219	259.34	.00	259.34
603-4-9112-4321	29.99	.00	29.99
603-4-9112-4349	26.25	.00	26.25
603-4-9112-4389	150.00	.00	150.00
603-4-9112-4404	165.06	.00	165.06
603-4-9151-4251	54,075.46	643.56-	53,431.90
603-4-9151-4252	47,377.65	228.75-	47,148.90
603-4-9151-4253	12,144.44	1,086.56-	11,057.88
603-4-9151-4255	2,123.70	40.00-	2,083.70
603-4-9151-4256	406.00	.00	406.00
603-4-9151-4332	644.64	1.50-	643.14
603-4-9152-4219	149.07	.00	149.07
603-4-9152-4349	26.25	.00	26.25
603-4-9152-4389	2,200.25	.00	2,200.25
603-4-9152-4404	158.67	54.97-	103.70
821-2200	14,425.00	.00	14,425.00
Grand Totals:	2,160,893.36	3,176.41-	2,157,716.95

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	2,160,893.36	3,176.41-	2,157,716.95
Grand Totals:	2,160,893.36	3,176.41-	2,157,716.95

Report Criteria:
Detail report type printed
Vendor.Name = {<>} " CAREY DEAN"
Check Detail.Created by = "astangler"

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
A T & T	13710.	534229	SUBPOENA FEES #24015	1	11/15/2024	145.00	145.00	128800	11/22/2024
Total 13710:						145.00	145.00		
BMI	11566.0	56330984	MUSIC LICENSE	1	11/02/2024	441.74	441.74	128801	11/22/2024
Total 11566:						441.74	441.74		
COBORN'S INC	14303.	1100216134	FIRE PREVENTION SUPP	1	10/04/2024	1,000.00	1,000.00	128802	11/22/2024
Total 14303:						1,000.00	1,000.00		
CULLEN BROWN	15013.	11302024	ENTERTAINMENT - BRO	1	11/19/2024	300.00	300.00	128803	11/22/2024
Total 15013:						300.00	300.00		
ELK RIVER COMPOSTIN	12854.	1234	COMPOST SERVICES	1	10/14/2024	10,837.50	10,837.50	128804	11/22/2024
Total 12854:						10,837.50	10,837.50		
GREENSCAPE COMPANI	20525.	27177	IRRIGATION CONTRACT-	1	11/06/2024	450.00	450.00	128805	11/22/2024
Total 20525:						450.00	450.00		
LEAGUE OF MN CITIES I	23800.	1004566	WORKMAN COMP CLAIM	1	11/01/2024	9,929.12	9,929.12	128806	11/22/2024
Total 23800:						9,929.12	9,929.12		
PHILLIPS WINE & SPIRIT	29665.	6877849	WINE	1	11/08/2024	380.97	380.97	128807	11/22/2024
		6877849	FREIGHT	2	11/08/2024	10.32	10.32	128807	11/22/2024
Total 29665:						391.29	391.29		
PRINCETON RENTAL IN	10469.	1-567822	AERIAL LIFT RENTAL	1	10/08/2024	311.99	311.99	128808	11/22/2024
Total 10469:						311.99	311.99		
STAR TRIBUNE	10866.	111824	SUBSCRIPTION 11/28/24 -	1	11/18/2024	88.95	88.95	128809	11/22/2024
Total 10866:						88.95	88.95		
AMAZON CAPITAL SERVI	13706.	1THR-QRXG	SLUSHY SYRUP - CHERR	1	10/06/2024	72.00	72.00	1007297	11/26/2024
Total 13706:						72.00	72.00		
BLACKHAWK PEST CON	14717.	50012	PEST CONTROL - NB	1	10/21/2024	59.50	59.50	1007298	11/26/2024
		50015	PEST CONTROL-WB	1	10/21/2024	51.50	51.50	1007298	11/26/2024
		50107	PEST CONTROL - NB	1	09/20/2024	59.50	59.50	1007298	11/26/2024
Total 14717:						170.50	170.50		
BOLTON & MENK, INC	11019.0	0348903	2024 DOWNTOWN AREA	1	10/31/2024	5,813.00	5,813.00	1007299	11/26/2024

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
Total 11019:						5,813.00	5,813.00		
CLAREY'S SAFETY EQUI	14165.	214170.	RAE SENSOR	1	11/19/2024	332.63	332.63	1007300	11/26/2024
Total 14165:						332.63	332.63		
CRAIG DIRKES	52276.	79775592	REFUND DEPOSIT	1	11/15/2024	100.00	100.00	128810	11/22/2024
Total 52276:						100.00	100.00		
DACOTAH PAPER CO	15887.	13414	TRASH CAN LINERS, TOI	1	10/17/2024	336.08	336.08	128811	11/22/2024
		65509	TRASH CAN LINERS	1	09/03/2024	47.52	47.52	128811	11/22/2024
		78056	TRASH CAN LINERS, SO	1	09/26/2024	71.28	71.28	128811	11/22/2024
Total 15887:						454.88	454.88		
E C M PUBLISHERS INC	17000.	1017554	MAKERS MARKET AD	1	09/29/2024	310.00	310.00	1007301	11/26/2024
Total 17000:						310.00	310.00		
FES, INC.	15222.	21279	LION FIRE HELMETS	1	11/13/2024	1,320.00	1,320.00	128812	11/22/2024
Total 15222:						1,320.00	1,320.00		
HAWKINS & BAUMGART	52280.	21006624 11-	CASE #21006624 DUI	1	11/20/2024	90.60	90.60	1007302	11/26/2024
		21011509 11-	CASE #21011509 DUI	1	11/20/2024	132.90	132.90	1007302	11/26/2024
		23016157 11-	CASE #23016157 DUI	1	11/20/2024	57.90	57.90	1007302	11/26/2024
Total 52280:						281.40	281.40		
JAMIE PASTIKA & MELISS	14757.	7803	ELK RIVERFEST	1	07/27/2024	380.00	380.00	128813	11/22/2024
Total 14757:						380.00	380.00		
JOHNSON CONTROLS	13666.	40743741	SECURITY SVC 12/1/24 -	1	11/09/2024	358.40	358.40	1007303	11/26/2024
Total 13666:						358.40	358.40		
JOSEPH LIBOR	52279.	Semester 2A	REIMBURSE TUITION - J	1	11/19/2024	742.50	742.50	128814	11/22/2024
Total 52279:						742.50	742.50		
MENARDS - ELK RIVER	25145.	103124	SUPPLIES	1	10/31/2024	384.85	384.85	1007304	11/26/2024
		103124	SUPPLIES	2	10/31/2024	72.96	72.96	1007304	11/26/2024
		103124	SUPPLIES	3	10/31/2024	31.96	31.96	1007304	11/26/2024
		103124	SUPPLIES	4	10/31/2024	82.84	82.84	1007304	11/26/2024
		103124	SUPPLIES	5	10/31/2024	140.54	140.54	1007304	11/26/2024
		103124	SUPPLIES	6	10/31/2024	1,152.53	1,152.53	1007304	11/26/2024
		103124	SUPPLIES	7	10/31/2024	49.95	49.95	1007304	11/26/2024
		103124	SUPPLIES	8	10/31/2024	2.94	2.94	1007304	11/26/2024
		103124	SUPPLIES	9	10/31/2024	390.71	390.71	1007304	11/26/2024
		103124	SUPPLIES	10	10/31/2024	724.91	724.91	1007304	11/26/2024
		103124	SUPPLIES	11	10/31/2024	5.29	5.29	1007304	11/26/2024
		103124	SUPPLIES	12	10/31/2024	93.53	93.53	1007304	11/26/2024

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
Total 25145:						3,133.01	3,133.01		
PERFECTION PLUS, INC.	12651.	315644	CLEANING SVCS - APR-O	1	10/01/2024	5,137.50	5,137.50	1007305	11/26/2024
Total 12651:						5,137.50	5,137.50		
PRO-TEC DESIGN, INC	30229.	116462	HARD WIRE PANIC BUTT	1	10/24/2024	3,543.97	3,543.97	1007306	11/26/2024
Total 30229:						3,543.97	3,543.97		
SCHINDLER ELEVATOR	31890.	8106718130	ELEVATOR MAINTENAN	1	10/01/2024	1,226.55	1,226.55	128815	11/22/2024
		8106718131	ELEVATOR MAINTENANC	1	10/01/2024	613.29	613.29	128815	11/22/2024
		8106721482	ELEVATOR REPAIRS-NB	1	10/01/2024	559.59	559.59	128815	11/22/2024
Total 31890:						2,399.43	2,399.43		
WASTE MANAGEMENT	36033.	49207-1706-	OCT GARBAGE TIP FEES	1	11/01/2024	29,341.20	29,341.20	128816	11/22/2024
Total 36033:						29,341.20	29,341.20		
Grand Totals:						77,786.01	77,786.01		

Report Criteria:

Detail report type printed

Vendor.Name = {<>} " CAREY DEAN"

Check Detail.Created by = "astangler"

Request for Action

To
City Council

Item Number
4.3

Meeting Date
December 2, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
LEAST Services/Counseling LLC Agreement Renewal

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested
Execute, by motion, an agreement renewal between the City of Elk River and LEAST Services/ Counseling LLC.

Background/Discussion
In June of 2023, the Council approved the execution of the counseling agreement between the City of Elk River and LEAST Services/Counseling LLC.

The agreement has expired, and a renewal agreement is necessary. The new contract will be for a term of two years, beginning January 1, 2024, and expiring December 31, 2026.

Financial Impact
Fees are listed in the agreement and are to be paid for by the Police Department budget.

Mission/Policy/Goal
Elk River Mission

Attachments
1. 2025-2026 LEAST Services Counseling Agreement Elk River PD

PROFESSIONAL SERVICES AGREEMENT
WITH LEAST SERVICES/COUNSELING LLC

Contract Number_______________

Contractor SSN or Federal ID Number 45-5313928

I. OPENING PARAGRAPH

This Professional Services Agreement ("Agreement") is made effective as of the 1st day of January, 2025 by and between the City of ELK RIVER, a Minnesota municipal corporation (the "City") and LEAST Services/Counseling LLC, a Minnesota limited liability company (the "Contractor") for services to be provided under the terms of this Agreement.

II. RECITALS

WHEREAS, the Contractor is a Minnesota limited liability company focused on counseling services for incidents arising in the City;

WHEREAS, the Contractor represents that it has the requisite skills to assist City employees, officials, contractors, and agents and policy makers in providing psychological services including counseling, consultation, and training to the ELK RIVER Police Department ("Professional Services");

WHEREAS, the City believes that the provision of Contractor's Professional Services to ELK RIVER Police Department promotes public health, safety, morals, and the general welfare;

WHEREAS, the City desires to engage the Professional Services of the Contractor, and the Contractor desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

AGREEMENT

III. SCOPE OF AGREEMENT

LEAST Services/Counseling agrees to provide psychological services including counseling, consultation, and training to the ELK RIVER Police Department. Examples of this service include:

- Provide confidential counseling services to ELK RIVER Police Department employees seeking assistance for stress related mental health issues that may affect work performance;
- Provide training to the ELK RIVER Police Department related to/and intended to promote the psychological and emotional health of ELK RIVER Police Department employees;
- Respond, when requested and available, to incidents identified by ELK RIVER Police Department supervisory personnel as critical incidents;
- Any other services mutually agreed upon in writing between the parties.

Confidential services will be provided at a location agreed upon by the ELK RIVER Police Department employee and Contractor.

The Contractor shall provide the required personnel and related support services to effectively and efficiently provide its Professional Services.

IV. COMPENSATION

1. **Counseling, Consultation, and Other General Work**
   - **a.** The Contractor shall be compensated at a rate of $160 per hour for counseling and other general work.

2. **Mental Health Check-Ups**
   - **a.** The Contractor shall be compensated at a rate of $150 per hour for Mental Health Check-Ups.

3. **Training**
   - **a.** $190 per hour for mental health-related training. Training preparation will be paid at $95 per hour.

4. **Retainer**
   - **a.** The Contractor will be compensated $180 per month for contract retainer fee and for being available outside of normal business hours. This compensation is separate from any time spent responding to incidents where travel and crisis response is requested, or substantial time on the phone is requested.

5. **Mileage and Drive Time**

a. Contractor travel shall be compensated at the current Federal IRS mileage rate.
b. Contractor travel shall be compensated at a rate of $40 per hour.

6. **Total Compensation:**
The total compensation under this Agreement for Professional Services (including reimbursement expenses) shall not exceed $15,000 per 12-month period. Any expenses for supplies over $50.00 per month must be approved in advance by the ELK RIVER Police Department. Receipts shall be provided to the City for all expenses for which reimbursement is sought. The Contractor shall be required to submit a monthly work time report to the ELK RIVER Police Department by the 15th of each month.

The City will honor no claim for services not specified in this Agreement.

V. RECORDS

The Contractor shall maintain such records as are deemed necessary by the City to ensure that the Professional Services are provided as represented by the Contractor. The Contractor shall maintain the records in a manner that ensures confidentiality to service recipients; however the Contractor shall provide disclosure of identities to the City or a third party if so required by law or regulation. All reports provided to the Contractor shall be securely maintained in locked file drawers or a locked room.

VI. CONFIDENTIALITY

It is mutually agreed that the City shall not request and the Contractor and it's Agents, Employees, or Subcontractors shall not release information obtained during individual and group Mental Health Check-Ups, Counseling, Critical Incident Stress Management sessions, or direct Peer Support or consultation, with City employees, outside Police personnel, or others engaged in confidential sessions or counseling services with the Contractor or its' Agents, Employees, or Sub-Contractors with the following exceptions:

a. The Contractor will provide to the City the names and dates of service of City staff as necessary to ensure completion of required Mental Health Check-Ups by City staff.
b. As minimally required of the Contractor or its Agents, Employees, or Sub-Contractors in accordance with all applicable laws, rules, and regulations.

VII. EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall be in full force and effect from January 1, 2025 through December 31, 2026 unless otherwise extended by the ELK RIVER Police Department or terminated earlier under Paragraph XVII, Cancellation.

VIII. ENTIRE AGREEMENT

The entire agreement of the parties is contained in this document, Exhibit A, and any addenda or amendments signed by the parties. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by both parties.

IX. SUBSTITUTIONS AND ASSIGNMENTS

Professional Services by the Contractor will be performed by the Contractor. Upon the prior written approval of the City, the Contractor may substitute or assign the performance of the Professional Services. Said prior written approval must be evidenced by a written amendment of this Agreement signed by the City and the Contractor.

X. CONTRACT ADMINISTRATION

All provisions of this Agreement shall be coordinated and administered by the persons identified in Paragraph XVIII, Notices.

XI. AMENDMENTS

No amendments may be made to this Agreement after signing by the parties, except for extensions of time, increases in compensation, or increases or reduction of the Professional Services. All amendments shall be in writing, signed by the City and the Contractor.

XII. INDEPENDENT CONTRACTOR

It is agreed that Contractor, its employees, officers, agents, and assignees, will act as an independent contractor and acquire no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits, or other rights or benefits offered to employees of the City.

XIII. CONTRACTORS INSURANCE

The Contractor shall maintain the insurance coverage as set forth in **Exhibit A** during the term of this Agreement.

XIV. DATA PRACTICES

Data and information provided to Contractor under this Agreement or through the provision of services for the City under this Agreement shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.

XV. DISCRIMINATION

The Contractor agrees not to discriminate in providing Professional Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any this section may lead to immediate termination of this Agreement.

XVI. APPLICABLE LAW

The law of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise under the Agreement will be in and under those courts located within the State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

XVII. CANCELLATION

This Agreement may be terminated by either party at any time with or without cause, upon thirty days written notice. In that case, City shall only pay on a pro rata basis for Professional Services rendered in accordance with this Agreement prior to the termination date.

XVIII. NOTICES

Any notice, approval, or demand authorized or required under this Agreement shall be in writing and shall be sent by U.S. first class mail to the other party as follows:

To the Contractor: LEAST Services/Counseling LLC
Scott Marks MSW, LICSW
PO Box 1742
Minnetonka, MN 55345

To the City: ELK RIVER POLICE DEPARTMENT
13065 Orono Pkwy
Elk River, MN 55330

XIX. CONFLICT OF INTEREST/CODE OF ETHICS

The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety. In the event of a conflict, the Contractor, with the consent of the City, shall arrange for suitable alternative representation. It is the intent of the Contractor to refrain from handling matters for any other person or entity that may pose a conflict of interest, or may not be in the best interests of the City.

The Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its work with the City. If Contractor is unclear whether a conflict of interest exists, Contractor will immediately contact the Department to request an interpretation.

The Contractor agrees to be bound by the State of Minnesota's Code of Ethics. Contractor certifies that to the best of its knowledge all employees participating in this Agreement will comply with this Code. It is agreed by the parties that any violation of the Code of Ethics may be grounds for the termination of this Agreement.

[The rest of this page was left blank intentionally.]

IN WITNESS WHEREOF, by attaching my signature below I represent that I have the requisite authority to enter into this Agreement on behalf of the City of ELK RIVER or LEAST Services/Counseling LLC and have executed this Professional Services Agreement effective as of the date first written above.

CITY OF ELK RIVER

By ______________________________

City Administrator

By ______________________________

Chief of Police

LEAST SERVICES/COUNSELING LLC

By ______________________________

Scott Marks, President

412724v5 MJM BR270-24

EXHIBIT A
Insurance Requirements

General Liability:

$1,000,000	Each Occurrence
$3,000,000	General Aggregate
$5,000	Medical Payments (optional)

Professional Liability:

$1,000,000	Liability Per Claim Limit
$3,000,000	Liability Aggregate Limit
$5,000	Medical Payments (optional)

Workers' Compensation:

$100,000	Each Accident
$500,000	Policy Limit
$100,000	Each Disease

Statutory Limits Apply

These Workers' Compensation requirements listed herein are not mandatory until and unless the Contractor hires an employee or is otherwise required by law to provide workers' compensation insurance.

Request for Action

To
City Council

Item Number
4.4

Meeting Date
December 2, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Terminate Police Officer

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the employment termination of Brandon Magnuson effective December 2, 2024.

Background/Discussion
Officer Brandon Magnuson was hired in July and has not successfully progressed through Field Training. We request the City Council approve his termination from employment with the City of Elk River.

Financial Impact
None

Mission/Policy/Goal
The Elk River Mission

Attachments
None

Request for Action

To
City Council

Item Number
4.5

Meeting Date
December 2, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
2025-2029 Capital Improvement Plan

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Adopt, by motion, the 2025-2029 Capital Improvement Plan (CIP).

Background/Discussion
City staff and the Council reviewed the proposed 2025-2029 CIP, leading to its adoption. During a Regular Meeting Work Session, we reviewed the specific projects, costs, funding sources, and 5-year cash flow projections. The CIP is a strategic planning document that is re-evaluated on an annual basis and upon each annual update some projects will be deleted, added, or even delayed, reflecting community needs and the financial ability to fund the project.

Approval of the CIP does not authorize spending or initiation of a given project, the City Council accepts and acknowledges the document with the provision that capital improvement planning is subject to the dynamics of the community and other unanticipated needs. Projects presented in the CIP will come back to the Council for approval per the financial management policy.

The Parks and Recreation Commission held a Special Meeting on Wednesday, November 20, 2024, to discuss CIP recommendations. The Commission made several updates to the Park Improvement Fund and Park Dedication Fund for CIP projects. The 2026-2029 CIP expenditures will be reviewed closely through the Parks and Recreation Master Plan development process in 2025 and prioritize projects according to the funds available. The previous Parks and Recreation Master Plan was completed in 2015 and nearly all projects identified within the plan are or soon will be completed.

A few highlights of the CIP for 2025 include:

- Parks and Recreation Master Plan.
- Kliever Lake Fields Park Improvements.
- PT Complex Backstops on all fields.
- Expansion of Camp Cozy with adjacent parcel acquisition.
- Equipment replacement including a fire vehicle, police squads, parks, and streets division equipment.

Financial Impact
Projects and funding sources are identified in the 2025-2029 CIP.

Mission/Policy/Goal
Responsibly grow

Attachments
1. Projects by Year
2. Projects by Funding Source
3. Project Details

2025 through 2029
Capital Improvement Plan
Elk River, Minnesota
Projects By Year

Project Name	Department	Project #	Priority	Project Cost
2025				
Facilities Maintenance - Vehicles	*Facilities Maintenance*	BM-01	1	**35,000**
Fire - Engines/Ladders	*Fire*	FD-03	1	**1,200,000**
Fire - Vehicles	*Fire*	FD-01	1	**65,000**
Fire Equipment	*Fire*	FD-25	1	**109,000**
Fire Station #3	*Fire Stations*	FS-03	1	**22,000**
Fire Station #2	*Fire Stations*	FS-02	1	**130,000**
County Projects - Cost Share	*Infrastructure Improvements*	II-20	1	**2,745,000**
Hwy 169 Frontage/Backage Road Improvements	*Infrastructure Improvements*	II-01	1	**1,500,000**
Infrastructure Improvements-Misc.	*Infrastructure Improvements*	II-40	1	**150,000**
Pavement Management - Streets	*Infrastructure Improvements*	PM-01	1	**3,700,000**
Pavement Management - Parking Lots/Trails	*Infrastructure Improvements*	PM-02	1	**350,000**
Library	*Library*	LB-03	1	**440,000**
Liquor Stores	*Liquor Fund*	LS-01	1	**400,000**
Park Improvement - Miscellaneous	*Park Improvement*	PIF 23-27	1	**16,250**
Parks & Recreation Master Plan	*Park Improvement*	PIF 25-3	1	**50,000**
Plants and Things Recreation Complex	*Park Improvement*	PIF 28-2	1	**35,000**
Improvements - Kliever Lake Fields	*Park Improvement*	PIF 24-2	1	**50,000**
Basketball Courts - Deerfield/Ridgewood	*Park Improvement*	PIF 25-1	1	**50,000**
City Parks Capital	*Park Improvement*	PIF-25-29		**100,000**
Parks - Pickup Trucks	*Park Maintenance*	PK-01	1	**223,000**
Parks - Mobile Equipment	*Park Maintenance*	PK-02	1	**17,000**
Comprehensive Update of Zoning Ordinance	*Planning*	Plan-25	1	**150,000**
Jackson Street Water Tower Park	*Planning*	PDF 25-3		**25,000**
Police - Unmarked Squads	*Police*	PD-02	1	**192,500**
Police - CSO Vehicles	*Police*	PD-03	1	**130,000**
Patio/Furniture	*Police*	PD-06		**43,500**
Flock Safety	*Police*	PD-07		**47,600**
Wastewater - Equipment	*Sewer Department*	WW-12	1	**200,000**

Project Name	Department	Project #	Priority	Project Cost
Grit Classifier Replacement	*Sewer Department*	WW-30	1	**150,000**
CR 44 Sewer Replacement	*Sewer Department*	WW-33	1	**250,000**
Wastewater - Vehicle	*Sewer Department*	WW-06	1	**65,000**
Wastewater - Lift Station Improvements	*Sewer Department*	WW-19	1	**55,000**
Stormwater Projects	*Storm Water*	STW-1	1	**250,000**
Streets - Pickup Trucks	*Streets*	ST-01	1	**90,000**
Streets - Dump Trucks	*Streets*	ST-02	1	**315,000**
Streets - Mobile Equipment	*Streets*	ST-03	1	**124,000**
2025 Technology Upgrades	*Technology/Communications*	TC-25	1	**122,000**
			Total for 2025	**13,596,850**

2026

Fire - Vehicles	*Fire*	FD-01	1	**60,000**
Fire - Burn Building	*Fire*	FD-07	1	**1,000,000**
Knox Box Key Secure System Update	*Fire*	FD-26	1	**55,000**
Pavement Management - Streets	*Infrastructure Improvements*	PM-01	1	**4,300,000**
Pavement Management - Parking Lots/Trails	*Infrastructure Improvements*	PM-02	1	**200,000**
Hillside Park Parking Lot	*Park Dedication*	PDF 25-1	1	**250,000**
Highway 10 Mississippi River Trail	*Park Dedication*	PDF 25-2	1	**200,000**
Playground/Basketball Court - Riverplace	*Park Improvement*	PIF 26-1	1	**185,000**
Park Improvement - Miscellaneous	*Park Improvement*	PIF 23-27	1	**16,250**
Lions Park Shelters	*Park Improvement*	PIF 26-2	1	**300,000**
Parks & Recreation Master Plan	*Park Improvement*	PIF 25-3	1	**50,000**
Plants and Things Recreation Complex	*Park Improvement*	PIF 28-2	1	**35,000**
City Parks Capital	*Park Improvement*	PIF-25-29		**605,000**
Parks - Pickup Trucks	*Park Maintenance*	PK-01	1	**157,000**
Parks - Mobile Equipment	*Park Maintenance*	PK-02	1	**267,000**
Police - Unmarked Squads	*Police*	PD-02	1	**200,000**
Police - Patrol Squads	*Police*	PD-01	1	**290,000**
Police - CSO Vehicles	*Police*	PD-03	1	**60,000**
Police K9	*Police*	PD-05		**20,000**
Head of Plant Splitter Structure	*Sewer Department*	WW-31	1	**1,500,000**
Wastewater - Lift Station Improvements	*Sewer Department*	WW-19	1	**55,000**
Stormwater Projects	*Storm Water*	STW-1	1	**200,000**
Streets - Mobile Equipment	*Streets*	ST-03	1	**185,000**

Project Name	Department	Project #	Priority	Project Cost
2026 Technology Upgrades	*Technology/Communications*	TC-26	1	**75,000**
			Total for 2026	**10,265,250**

2027

Facilities Maintenance - Vehicles	*Facilities Maintenance*	BM-01	1	**150,000**
Fire - Trucks	*Fire*	FD-02	1	**100,000**
Pavement Management - Streets	*Infrastructure Improvements*	PM-01	1	**3,000,000**
Pavement Management - Parking Lots/Trails	*Infrastructure Improvements*	PM-02	1	**350,000**
Library	*Library*	LB-03	1	**120,000**
Park Improvement - Miscellaneous	*Park Improvement*	PIF 23-27	1	**10,000**
Playgrounds - Country Crossing/Trott Brook	*Park Improvement*	PIF 24-1	1	**125,000**
Playgrounds - Fresno/Mississippi Oaks	*Park Improvement*	PIF 27-1	1	**190,000**
Rivers Edge Park Fountain	*Park Improvement*	PIF 27-2	1	**75,000**
Plants and Things Recreation Complex	*Park Improvement*	PIF 28-2	1	**35,000**
Basketball Courts - Deerfield/Ridgewood	*Park Improvement*	PIF 25-1	1	**30,000**
City Parks Capital	*Park Improvement*	PIF-25-29		**444,000**
Parks - Mobile Equipment	*Park Maintenance*	PK-02	1	**60,000**
Police - Unmarked Squads	*Police*	PD-02	1	**147,500**
Police - Patrol Squads	*Police*	PD-01	1	**145,000**
UV Building Modification	*Sewer Department*	WW-32	1	**1,800,000**
Wastewater - Vehicle	*Sewer Department*	WW-06	1	**325,000**
Wastewater - Lift Station Improvements	*Sewer Department*	WW-19	1	**55,000**
Stormwater Projects	*Storm Water*	STW-1	1	**300,000**
Streets - Pickup Trucks	*Streets*	ST-01	1	**125,000**
Streets - Mobile Equipment	*Streets*	ST-03	1	**285,000**
2027 Technology Upgrades	*Technology/Communications*	TC-27	1	**60,000**
			Total for 2027	**7,931,500**

Project Name	Department	Project #	Priority	Project Cost
2028				
Building Safety - Vehicles	*Building Safety*	BZ-01	1	**55,000**
Facilities Maintenance - Vehicles	*Facilities Maintenance*	BM-01	1	**80,000**
Fire - Engines/Ladders	*Fire*	FD-03	1	**600,000**
Pavement Management - Streets	*Infrastructure Improvements*	PM-01	1	**300,000**
Oak Knoll Athletic Complex	*Park Dedication*	PDF 28-1	1	**450,000**
Plants and Things Recreation Complex	*Park Improvement*	PIF 28-2	1	**35,000**
Nature Play - Woodland Trails	*Park Improvement*	PIF 25-2	1	**75,000**
City Parks Capital	*Park Improvement*	PIF-25-29		**1,265,000**
Parks - Mobile Equipment	*Park Maintenance*	PK-02	1	**49,000**
Police - Unmarked Squads	*Police*	PD-02	1	**132,500**
Police - Patrol Squads	*Police*	PD-01	1	**72,500**
Wastewater - Urban Services Expansion	*Sewer Department*	WW-23	1	**28,700,000**
Wastewater - Lift Station Improvements	*Sewer Department*	WW-19	1	**55,000**
Stormwater Projects	*Storm Water*	STW-1	1	**300,000**
Streets - Mobile Equipment	*Streets*	ST-03	1	**490,000**
2028 Technology Upgrades	*Technology/Communications*	TC-28	1	**60,000**
			Total for 2028	**32,719,000**
2029				
Building Safety - Vehicles	*Building Safety*	BZ-01	1	**50,000**
Fire - Vehicles	*Fire*	FD-01	1	**75,000**
Fire - Trucks	*Fire*	FD-02	1	**110,000**
Plants and Things Recreation Complex	*Park Improvement*	PIF 28-2	1	**35,000**
City Parks Capital	*Park Improvement*	PIF-25-29		**926,800**
Parks - Pickup Trucks	*Park Maintenance*	PK-01	1	**55,000**
Police - Patrol Squads	*Police*	PD-01	1	**290,000**
Stormwater Projects	*Storm Water*	STW-1	1	**300,000**
Streets - Dump Trucks	*Streets*	ST-02	1	**325,000**
Streets - Mobile Equipment	*Streets*	ST-03	1	**389,000**
2028 Technology Upgrades	*Technology/Communications*	TC-29	1	**60,000**
			Total for 2029	**2,615,800**
			GRAND TOTAL	**67,128,400**

Projects By Funding Source Summary

Source	Project #	Priority	2025	2026	2027	2028	2029	Total

Capital Reserve - IT

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
2025 Technology Upgrades	*TC-25*	1	99,400					**99,400**
2026 Technology Upgrades	*TC-26*	1		70,000				**70,000**
2027 Technology Upgrades	*TC-27*	1			57,000			**57,000**
2028 Technology Upgrades	*TC-28*	1				48,000		**48,000**
2028 Technology Upgrades	*TC-29*	1					48,000	**48,000**
Capital Reserve - IT Total			**99,400**	**70,000**	**57,000**	**48,000**	**48,000**	**322,400**

Capital Reserve - Undesignated

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Police K9	*PD-05*			20,000				**20,000**
Capital Reserve - Undesignated Total			**0**	**20,000**	**0**	**0**	**0**	**20,000**

City Development Fund

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Comprehensive Update of Zoning Ordinance	*Plan-25*	1	150,000					**150,000**
City Development Fund Total			**150,000**	**0**	**0**	**0**	**0**	**150,000**

Equipment Replacement Fund

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Building Safety - Vehicles	*BZ-01*	1				55,000	50,000	**105,000**
Facilities Maintenance - Vehicles	*BM-01*	1	35,000		150,000	80,000		**265,000**
Fire - Trucks	*FD-02*	1			100,000		110,000	**210,000**
Fire - Vehicles	*FD-01*	1	65,000	60,000			75,000	**200,000**
Parks - Mobile Equipment	*PK-02*	1	17,000	267,000	60,000	49,000		**393,000**
Parks - Pickup Trucks	*PK-01*	1	223,000	157,000			55,000	**435,000**
Police - CSO Vehicles	*PD-03*	1	130,000	60,000				**190,000**
Police - Patrol Squads	*PD-01*	1		290,000	145,000	72,500	290,000	**797,500**
Police - Unmarked Squads	*PD-02*	1	192,500	200,000	147,500	132,500		**672,500**
Streets - Dump Trucks	*ST-02*	1	315,000				325,000	**640,000**
Streets - Mobile Equipment	*ST-03*	1	124,000	185,000	285,000	490,000	389,000	**1,473,000**
Streets - Pickup Trucks	*ST-01*	1	90,000		125,000			**215,000**
Equipment Replacement Fund Total			**1,191,500**	**1,219,000**	**1,012,500**	**879,000**	**1,294,000**	**5,596,000**

ERMU

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
2025 Technology Upgrades	*TC-25*	1	22,600					**22,600**
2026 Technology Upgrades	*TC-26*	1		5,000				**5,000**
2027 Technology Upgrades	*TC-27*	1			3,000			**3,000**
2028 Technology Upgrades	*TC-28*	1				12,000		**12,000**
2028 Technology Upgrades	*TC-29*	1					12,000	**12,000**
ERMU Total			**22,600**	**5,000**	**3,000**	**12,000**	**12,000**	**54,600**

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Government Buildings								
Fire Station #2	*FS-02*	1	130,000					**130,000**
Fire Station #3	*FS-03*	1	22,000					**22,000**
Library	*LB-03*	1	440,000		120,000			**560,000**
Government Buildings Total			**592,000**	**0**	**120,000**	**0**	**0**	**712,000**
Liquor Fund								
Liquor Stores	*LS-01*	1	400,000					**400,000**
Liquor Fund Total			**400,000**	**0**	**0**	**0**	**0**	**400,000**
Municipal State Aid								
County Projects - Cost Share	*II-20*	1	1,720,000					**1,720,000**
Hwy 169 Frontage/Backage Road Improvements	*II-01*	1	750,000					**750,000**
Pavement Management - Streets	*PM-01*	1		4,000,000				**4,000,000**
Municipal State Aid Total			**2,470,000**	**4,000,000**	**0**	**0**	**0**	**6,470,000**
Park Dedication								
County Projects - Cost Share	*II-20*	1	275,000					**275,000**
Highway 10 Mississippi River Trail	*PDF 25-2*	1		200,000				**200,000**
Hillside Park Parking Lot	*PDF 25-1*	1		250,000				**250,000**
Jackson Street Water Tower Park	*PDF 25-3*		25,000					**25,000**
Oak Knoll Athletic Complex	*PDF 28-1*	1				450,000		**450,000**
Park Dedication Total			**300,000**	**450,000**	**0**	**450,000**	**0**	**1,200,000**
Park Improvement								
Basketball Courts - Deerfield/Ridgewood	*PIF 25-1*	1	50,000		30,000			**80,000**
City Parks Capital	*PIF-25-29*		100,000	605,000	444,000	1,265,000	926,800	**3,340,800**
Improvements - Kliever Lake Fields	*PIF 24-2*	1	50,000					**50,000**
Lions Park Shelters	*PIF 26-2*	1		300,000				**300,000**
Nature Play - Woodland Trails	*PIF 25-2*	1				75,000		**75,000**
Park Improvement - Miscellaneous	*PIF 23-27*	1	16,250	16,250	10,000			**42,500**
Parks & Recreation Master Plan	*PIF 25-3*	1	50,000	50,000				**100,000**
Plants and Things Recreation Complex	*PIF 28-2*	1	35,000	35,000	35,000	35,000	35,000	**175,000**
Playground/Basketball Court - Riverplace	*PIF 26-1*	1		185,000				**185,000**
Playgrounds - Country Crossing/Trott Brook	*PIF 24-1*	1			125,000			**125,000**
Playgrounds - Fresno/Mississippi Oaks	*PIF 27-1*	1			190,000			**190,000**
Rivers Edge Park Fountain	*PIF 27-2*	1			75,000			**75,000**
Park Improvement Total			**301,250**	**1,191,250**	**909,000**	**1,375,000**	**961,800**	**4,738,300**

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Pavement Management								
County Projects - Cost Share	*II-20*	1	750,000					**750,000**
Hwy 169 Frontage/Backage Road Improvements	*II-01*	1	750,000					**750,000**
Pavement Management - Parking Lots/Trails	*PM-02*	1	350,000	200,000	350,000			**900,000**
Pavement Management - Streets	*PM-01*	1	3,600,000	300,000	3,000,000	300,000		**7,200,000**
Pavement Management Total			**5,450,000**	**500,000**	**3,350,000**	**300,000**	**0**	**9,600,000**
Public Safety Aid								
Flock Safety	*PD-07*		47,600					**47,600**
Patio/Furniture	*PD-06*		43,500					**43,500**
Public Safety Aid Total			**91,100**	**0**	**0**	**0**	**0**	**91,100**
Sewer Fund								
CR 44 Sewer Replacement	*WW-33*	1	250,000					**250,000**
Grit Classifier Replacement	*WW-30*	1	150,000					**150,000**
Head of Plant Splitter Structure	*WW-31*	1		1,500,000				**1,500,000**
UV Building Modification	*WW-32*	1			1,800,000			**1,800,000**
Wastewater - Equipment	*WW-12*	1	200,000					**200,000**
Wastewater - Lift Station Improvements	*WW-19*	1	55,000	55,000	55,000	55,000		**220,000**
Wastewater - Urban Services Expansion	*WW-23*	1				11,850,000		**11,850,000**
Wastewater - Vehicle	*WW-06*	1	65,000		325,000			**390,000**
Sewer Fund Total			**720,000**	**1,555,000**	**2,180,000**	**11,905,000**	**0**	**16,360,000**
State Aid								
Infrastructure Improvements-Misc.	*II-40*	1	150,000					**150,000**
State Aid Total			**150,000**	**0**	**0**	**0**	**0**	**150,000**
Storm Water								
Pavement Management - Streets	*PM-01*	1	100,000					**100,000**
Stormwater Projects	*STW-1*	1	250,000	200,000	300,000	300,000	300,000	**1,350,000**
Storm Water Total			**350,000**	**200,000**	**300,000**	**300,000**	**300,000**	**1,450,000**
Trunk Utility Fund								
Wastewater - Urban Services Expansion	*WW-23*	1				16,850,000		**16,850,000**
Trunk Utility Fund Total			**0**	**0**	**0**	**16,850,000**	**0**	**16,850,000**

Source	Project #	Priority	2025	2026	2027	2028	2029	Total
Yet To Be Determined								
Fire - Burn Building	*FD-07*	1		1,000,000				**1,000,000**
Fire - Engines/Ladders	*FD-03*	1	1,200,000			600,000		**1,800,000**
Fire Equipment	*FD-25*	1	109,000					**109,000**
Knox Box Key Secure System Update	*FD-26*	1		55,000				**55,000**
Yet To Be Determined Total			**1,309,000**	**1,055,000**	**0**	**600,000**	**0**	**2,964,000**
GRAND TOTAL			**13,596,850**	**10,265,250**	**7,931,500**	**32,719,000**	**2,615,800**	**67,128,400**

Capital Improvement Plan

Elk River, Minnesota

Project #	BZ-01
Project Name	Building Safety - Vehicles

Total Project Cost	$105,000	Department	Building Safety
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	10 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2028 - #511 - 2015 GMC Sierra 1500

2029 - #507 - 2017 Chev Traverse

Justification

Based on annual condition assessment.

Expenditures	2025	2026	2027	2028	2029	Total
Vehicles	0	0	0	55,000	50,000	**105,000**
Total	**0**	**0**	**0**	**55,000**	**50,000**	**105,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Equipment Replacement Fund	0	0	0	55,000	50,000	**105,000**
Total	**0**	**0**	**0**	**55,000**	**50,000**	**105,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	BM-01
Project Name	Facilities Maintenance - Vehicles

Total Project Cost	$425,000	Department	Facilities Maintenance
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	10 years		

Description

2025 - #374 - 2024 John Deere Gator

2027 - #370 - 2012 Ford F350 Utility

2028 - #375 - 2009 Ford E150 Van

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
160,000	Vehicles	0	0	150,000	80,000	0	**230,000**
	Equipment	35,000	0	0	0	0	**35,000**
	Total	**35,000**	**0**	**150,000**	**80,000**	**0**	**265,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
160,000	Equipment Replacement Fund	35,000	0	150,000	80,000	0	**265,000**
	Total	**35,000**	**0**	**150,000**	**80,000**	**0**	**265,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-01
Project Name	Fire - Vehicles

Total Project Cost	$391,500	Department	Fire
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	10 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - Replace #401 - 2015 Chevrolet Tahoe

2026 - Replace #406 - 2004 Polaris 4-wheeler

2029 - Replace #402 - 2018 Chevrolet Tahoe

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
191,500	Vehicles	65,000	60,000	0	0	75,000	**200,000**
	Total	**65,000**	**60,000**	**0**	**0**	**75,000**	**200,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
191,500	Equipment Replacement Fund	65,000	60,000	0	0	75,000	**200,000**
	Total	**65,000**	**60,000**	**0**	**0**	**75,000**	**200,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-02
Project Name	Fire - Trucks

Total Project Cost	$808,000	Department	Fire
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	15 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2024 - #411 - 2004 Ford F350 Grass 3

2027 - #412 - 2006 Ford F350 Grass 2

2029 - #405 - 2012 Ford F350 Grass 4

Justification

Based on annual condition assessment.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
598,000	Vehicles		0	0	100,000	0	110,000	**210,000**
		Total	**0**	**0**	**100,000**	**0**	**110,000**	**210,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
598,000	Equipment Replacement Fund		0	0	100,000	0	110,000	**210,000**
		Total	**0**	**0**	**100,000**	**0**	**110,000**	**210,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-03
Project Name	Fire - Engines/Ladders

Total Project Cost	$3,800,000	Department	Fire
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	20 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - #416 - 2005 Pierce Engine 2

2028 - #418 - 2008 Ford Sterling Tender 2

Justification

Based on annual condition assessment. The fire engines/ladders are the primary front-line response units.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
2,000,000	Vehicles		1,200,000	0	0	600,000	0	**1,800,000**
		Total	**1,200,000**	**0**	**0**	**600,000**	**0**	**1,800,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
2,000,000	Yet To Be Determined		1,200,000	0	0	600,000	0	**1,800,000**
		Total	**1,200,000**	**0**	**0**	**600,000**	**0**	**1,800,000**

Project #	FD-07
Project Name	Fire - Burn Building

Total Project Cost	$1,000,000	Department	Fire
Type	Building	Category	Buildings
Priority	n/a	Status	Active
Useful Life	25 years		

Description

Fire burn building for training

Justification

For the continued required training for firefighters to have live fire training. Acquiring residential structures are no longer a long-term solution and the lack of live fire training is making the job of firefighting unsafe.

Expenditures		2025	2026	2027	2028	2029	Total
Buildings		0	1,000,000	0	0	0	**1,000,000**
	Total	**0**	**1,000,000**	**0**	**0**	**0**	**1,000,000**

Funding Sources		2025	2026	2027	2028	2029	Total
Yet To Be Determined		0	1,000,000	0	0	0	**1,000,000**
	Total	**0**	**1,000,000**	**0**	**0**	**0**	**1,000,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-25
Project Name	Fire Equipment

Total Project Cost	$109,000	Department	Fire
Type	Equipment	Category	Equipment
Priority	n/a	Status	Active
Useful Life	10 years		

Description

Extrication tools (Jaws of Life) - update two sets on front line apparatus. The purchase would include a spreader, cutter, and ram device along with necessary batteries, chargers, and modification to apparatus to propertly secure them. ($64,000) Moveable wall maze system for training area in station 3. ($45,000)

Justification

We have two sets of extrication tools that are 10+ years old on front line fire engines. In 2021 the department evaluated battery operated tools and purchased one set for the rescue truck. These tools have been highly successful and proved their value in allowing quick deployment and reduced maintenance. Maze system was not included in station 3 construction due to lack of funds.

Expenditures	2025	2026	2027	2028	2029	Total
Equipment	109,000	0	0	0	0	**109,000**
Total	**109,000**	**0**	**0**	**0**	**0**	**109,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Yet To Be Determined	109,000	0	0	0	0	**109,000**
Total	**109,000**	**0**	**0**	**0**	**0**	**109,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	FD-26
Project Name	Knox Box Key Secure System Update

Total Project Cost	$55,000	Department	Fire
Type	Maintenance	Category	Unassigned
Priority	n/a	Status	Active
Useful Life	None		

Description

The Knox system is a key box system that allows police, fire, and EMS access to buildings in our communities during an emergency without having to damage a door to gain entry. This saves valuable time and property. We currently have 363 Knox boxes around our communities. The upgrade to the newest key secure system would also enble us to manage the key system from a cloud-based program remotely, versus having to utilize older technology and physically plugging into the units. There are currently 32 key secure units in service across the Elk River Fire, Police and Ambulance fleet.

Justification

Current system is outdated, relying on older technology for maintaining and tracking users and keys. This has led to situations causing delays for police, fire, and EMS to be able to access buildings in a timely manner in an emergency. This will improve reliability, maintenance, and security of these units.

Expenditures	2025	2026	2027	2028	2029	Total
Maintenance	0	55,000	0	0	0	**55,000**
Total	**0**	**55,000**	**0**	**0**	**0**	**55,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Yet To Be Determined	0	55,000	0	0	0	**55,000**
Total	**0**	**55,000**	**0**	**0**	**0**	**55,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	FS-02
Project Name	Fire Station #2

Total Project Cost	$220,000	Department	Fire Stations
Type	Building	Category	Buildings
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Remodel of administration offices

Justification

The remodel of the administration offices at Fire Station 2 was specified in the remodel project at station 2, but was not completed due to lack of funds available.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
90,000	Design/Construction	130,000	0	0	0	0	**130,000**
	Total	**130,000**	**0**	**0**	**0**	**0**	**130,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
90,000	Government Buildings	130,000	0	0	0	0	**130,000**
	Total	**130,000**	**0**	**0**	**0**	**0**	**130,000**

2025 thru 2029

Capital Improvement Plan

Elk River, Minnesota

Project #	FS-03
Project Name	Fire Station #3

Total Project Cost	$7,372,000	Department	Fire Stations
Type	Building	Category	Buildings
Priority	n/a	Status	Active
Useful Life	50 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

Door fobs

Justification

There are 6 doors at station 3 that need fobs added to improve access and functuionality. Four of these were designed for fobs as part of the building project and conduit/hardware is in place for the fobs to be installed.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
7,350,000	Buildings		22,000	0	0	0	0	**22,000**
		Total	**22,000**	**0**	**0**	**0**	**0**	**22,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
7,350,000	Government Buildings		22,000	0	0	0	0	**22,000**
		Total	**22,000**	**0**	**0**	**0**	**0**	**22,000**

Budget Impact

* Increase fire response time on the east side of the city.

Capital Improvement Plan

Elk River, Minnesota

Project #	II-01
Project Name	Hwy 169 Frontage/Backage Road Improvements

Total Project Cost	$1,500,000	Department	Infrastructure Improvements
Type	Infrastructure	Category	Street Construction
Priority	n/a	Status	Active
Useful Life	25 years		

Description

Design and implement improvements to the frontage and backage road system east and west of the Hwy 169 Redefine project

Justification

Improvements to the local road connections to Hwy 169 to assure the successful completion of connecting commercial uses on the east side of Hwy 169 from Main Street to Dodge Avenue.

Expenditures	2025	2026	2027	2028	2029	Total
Construction	1,500,000	0	0	0	0	**1,500,000**
Total	**1,500,000**	**0**	**0**	**0**	**0**	**1,500,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Municipal State Aid	750,000	0	0	0	0	**750,000**
Pavement Management	750,000	0	0	0	0	**750,000**
Total	**1,500,000**	**0**	**0**	**0**	**0**	**1,500,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	II-20
Project Name	County Projects - Cost Share

Total Project Cost	$3,245,000	Department	Infrastructure Improvements
Type	Infrastructure	Category	Street Construction
Priority	n/a	Status	Active
Useful Life	25 years		

Description

City share of county projects include: 1) CR 33 Realignment and future trail preparation ($2,200,000 less $480,000 county turnback) 2) CR 44 Reconstruction ($750,000) and Trail ($250,000)

Justification

City participation in projects initiated by Sherburne County.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
500,000	Improvements	2,745,000	0	0	0	0	**2,745,000**
	Total	**2,745,000**	**0**	**0**	**0**	**0**	**2,745,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
500,000	Municipal State Aid	1,720,000	0	0	0	0	**1,720,000**
	Pavement Management	750,000	0	0	0	0	**750,000**
	Park Dedication	275,000	0	0	0	0	**275,000**
	Total	**2,745,000**	**0**	**0**	**0**	**0**	**2,745,000**

Project #	II-40
Project Name	Infrastructure Improvements-Misc.

Total Project Cost	$150,000	Department	Infrastructure Improvements
Type	Infrastructure	Category	Street & Utility Construction
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Flashing yellow left turn arrow

Justification

Citizen reported concerns that are negatively impacting their daily trips. MnDOT may share in some of the project costs. (Align with MnDOT overlay)

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	150,000	0	0	0	0	**150,000**
Total	**150,000**	**0**	**0**	**0**	**0**	**150,000**

Funding Sources	2025	2026	2027	2028	2029	Total
State Aid	150,000	0	0	0	0	**150,000**
Total	**150,000**	**0**	**0**	**0**	**0**	**150,000**

2025 thru 2029

Capital Improvement Plan

Elk River, Minnesota

Project #	PM-01
Project Name	Pavement Management - Streets

Total Project Cost	$21,325,000	Department	Infrastructure Improvements
Type	Improvement	Category	Street Construction
Priority	n/a	Status	Active
Useful Life	25 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

Preventative maintenance on our streets includes sealcoating, crackfilling and small overlay projects. Street improvement projects to replace, overlay or rehabilitate aged and deteriorated streets, storm drainage, and adjacent walks will be completed every other year.

2026 - Main Street reconstruction

Justification

Individual street pavement conditions will dictate what pavement management technique will be utilized to extend the life of that specific street segment. These techniques may range from preventative maintenance to a full reconstruction of the surface and aggregate base. As they are implemented, the prescribed techniques will continually be gauged to assure their performance is proper in extending the life of our pavements.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
10,025,000	Construction	3,500,000	4,000,000	3,000,000	0	0	**10,500,000**
	Maintenance	200,000	200,000	0	200,000	0	**600,000**
	Design	0	100,000	0	100,000	0	**200,000**
	Total	**3,700,000**	**4,300,000**	**3,000,000**	**300,000**	**0**	**11,300,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
10,025,000	Pavement Management	3,600,000	300,000	3,000,000	300,000	0	**7,200,000**
	Municipal State Aid	0	4,000,000	0	0	0	**4,000,000**
	Storm Water	100,000	0	0	0	0	**100,000**
	Total	**3,700,000**	**4,300,000**	**3,000,000**	**300,000**	**0**	**11,300,000**

Project #	PM-02
Project Name	Pavement Management - Parking Lots/Trails

Total Project Cost	$2,000,000	Department	Infrastructure Improvements
Type	Maintenance	Category	Street Maintenance
Priority	n/a	Status	Active
Useful Life	15 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

Overlay and sealcoat public parking lots and trails as needed

Justification

Projects will be prioritized based on condition and available funding after all street maintenance project needs are met.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
1,100,000	Parking Lot		350,000	0	350,000	0	0	**700,000**
	Trails		0	200,000	0	0	0	**200,000**
		Total	**350,000**	**200,000**	**350,000**	**0**	**0**	**900,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
1,100,000	Pavement Management		350,000	200,000	350,000	0	0	**900,000**
		Total	**350,000**	**200,000**	**350,000**	**0**	**0**	**900,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	LB-03
Project Name	Library

Total Project Cost	$604,500	Contact	Facilities Maintenance Supt.
Department	Library	Type	Improvement
Category	Building Maintenance	Priority	n/a
Status	Active	Useful Life	None

Supplemental Attachments

2024 Library Flooring.pdf

Description

Improvements to the library.

2025 - Flooring ($190,000 high-end) & shelving ($250,000)

2027 - Roof replacement

Justification

Beautification and maintenance of the library building and grounds.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
44,500	Buildings	440,000	0	120,000	0	0	**560,000**
	Total	**440,000**	**0**	**120,000**	**0**	**0**	**560,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
44,500	Government Buildings	440,000	0	120,000	0	0	**560,000**
	Total	**440,000**	**0**	**120,000**	**0**	**0**	**560,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	LS-01
Project Name	Liquor Stores

Total Project Cost	$620,000	Contact	Liquor Operations Manager
Department	Liquor Fund	Type	Improvement
Category	Buildings	Priority	n/a
Status	Active	Useful Life	20 years
Enterprise Fund	yes	Other Funding Commitment	no

Description

2025 - Consultant (CMR)

Justification

Planning and design for new store

Prior	Expenditures		2025	2026	2027	2028	2029	Total
220,000	Design		400,000	0	0	0	0	**400,000**
		Total	**400,000**	**0**	**0**	**0**	**0**	**400,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
220,000	Liquor Fund		400,000	0	0	0	0	**400,000**
		Total	**400,000**	**0**	**0**	**0**	**0**	**400,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PDF 25-1
Project Name	Hillside Park Parking Lot

Total Project Cost	$250,000	Department	Park Dedication
Type	Infrastructure	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Construct a paved parking lot at Hillside Park including curb and gutter.

Justification

A paved parking lot at Hillside Park is recommended in the Hillside Park Master Plan approved by city council November 2016.

Expenditures	2025	2026	2027	2028	2029	Total
Parking Lot	0	250,000	0	0	0	**250,000**
Total	**0**	**250,000**	**0**	**0**	**0**	**250,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Dedication	0	250,000	0	0	0	**250,000**
Total	**0**	**250,000**	**0**	**0**	**0**	**250,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PDF 25-2
Project Name	Highway 10 Mississippi River Trail

Total Project Cost	$200,000	Department	Park Dedication
Type	Improvement	Category	Trail Improvements
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Highway 10 Mississippi River Trail

Justification

The trail is recommended in the Trails Master Plan

Expenditures	2025	2026	2027	2028	2029	Total
Trails	0	200,000	0	0	0	**200,000**
Total	**0**	**200,000**	**0**	**0**	**0**	**200,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Dedication	0	200,000	0	0	0	**200,000**
Total	**0**	**200,000**	**0**	**0**	**0**	**200,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PDF 28-1
Project Name	Oak Knoll Athletic Complex

Total Project Cost	$450,000	Department	Park Dedication
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Makes improvements to the Oak Knoll Athletic Complex.

Justification

The improvements made to the Oak Knoll Complex are based on the recommendations in the Athletic Facilities Master Plan.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	0	0	0	450,000	0	**450,000**
Total	**0**	**0**	**0**	**450,000**	**0**	**450,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Dedication	0	0	0	450,000	0	**450,000**
Total	**0**	**0**	**0**	**450,000**	**0**	**450,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 23-27
Project Name	Park Improvement - Miscellaneous

Total Project Cost	$84,500	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	None		

Description

WHHCA - Friends of the Mississippi partnership - $6,250 Miscellaneous park projects - $10,000

Justification

Various park improvement expenditurees

Prior	Expenditures	2025	2026	2027	2028	2029	Total
42,000	Other	16,250	16,250	10,000	0	0	**42,500**
	Total	**16,250**	**16,250**	**10,000**	**0**	**0**	**42,500**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
42,000	Park Improvement	16,250	16,250	10,000	0	0	**42,500**
	Total	**16,250**	**16,250**	**10,000**	**0**	**0**	**42,500**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 24-1
Project Name	Playgrounds - Country Crossing/Trott Brook

Total Project Cost	$250,000	Department	Park Improvement
Type	Equipment	Category	Playground Equipment
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Replace playgrounds at Country Crossing and Trott Brook parks 2024 - Trott Brook 2027 - Country Crossing

Justification

Annual maintenance/repairs of our park system.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
125,000	Equipment	0	0	125,000	0	0	**125,000**
	Total	**0**	**0**	**125,000**	**0**	**0**	**125,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
125,000	Park Improvement	0	0	125,000	0	0	**125,000**
	Total	**0**	**0**	**125,000**	**0**	**0**	**125,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 24-2
Project Name	Improvements - Kliever Lake Fields

Total Project Cost	$50,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Improvements at Kliever Lake Fields park

Justification

Annual maintenance/repairs of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	50,000	0	0	0	0	**50,000**
Total	**50,000**	**0**	**0**	**0**	**0**	**50,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	50,000	0	0	0	0	**50,000**
Total	**50,000**	**0**	**0**	**0**	**0**	**50,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 25-1
Project Name	Basketball Courts - Deerfield/Ridgewood

Total Project Cost	$80,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Replace basketball courts at Deerfield park (2025) and Ridgewood park (2027)

Justification

Annual maintenance/repairs of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	50,000	0	30,000	0	0	**80,000**
Total	**50,000**	**0**	**30,000**	**0**	**0**	**80,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	50,000	0	30,000	0	0	**80,000**
Total	**50,000**	**0**	**30,000**	**0**	**0**	**80,000**

Project #	PIF 25-2
Project Name	Nature Play - Woodland Trails

Total Project Cost	$75,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Construct nature play area at Woodland Trails Regional Park

Justification

Annual maintenance/repairs of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	0	0	0	75,000	0	**75,000**
Total	**0**	**0**	**0**	**75,000**	**0**	**75,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	0	0	0	75,000	0	**75,000**
Total	**0**	**0**	**0**	**75,000**	**0**	**75,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF-25-29
Project Name	City Parks Capital

Total Project Cost	$3,340,800	Contact	Park & Rec. Director
Department	Park Improvement	Type	Equipment
Category	Park Improvements	Status	Active

Description

2025 - Maher Property acquisition - Camp Cozy addition

Playground, sport court, shelter, fencing, lighting, irrigation repairs/replacements

Justification

Replace aging capital equipment at city parks

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	0	605,000	444,000	1,265,000	926,800	**3,240,800**
Land Acquisition	100,000	0	0	0	0	**100,000**
Total	**100,000**	**605,000**	**444,000**	**1,265,000**	**926,800**	**3,340,800**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	100,000	605,000	444,000	1,265,000	926,800	**3,340,800**
Total	**100,000**	**605,000**	**444,000**	**1,265,000**	**926,800**	**3,340,800**

Project #	PIF 25-3
Project Name	Parks & Recreation Master Plan

Total Project Cost	$100,000	Department	Park Improvement
Type	Study	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	None		

Description

A Parks and Recreation Master Plan will provide direction for the city council, the parks and recreation commission and city staff to guide them in the big picture decision making that will impact the parks and recreation system. The key components are the community engagement and a statistically-valid community survey. It should also include relevant influencing trends, program analysis, level of service analysis, financial analysis, action plan and initiatives, task execution and priority actions.

Justification

The Comprehensive Plan adopted October 2021 recommends the city update the Parks and Recreation Master Plan. The Parks Master Plan was adopted in 2015 and many projects identified in the plan such as the improvements to Orono Park are completed. The city should update the plan to identify new parks and recreation needs in the community as it grows.

Expenditures	2025	2026	2027	2028	2029	Total
Study	50,000	50,000	0	0	0	**100,000**
Total	**50,000**	**50,000**	**0**	**0**	**0**	**100,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	50,000	50,000	0	0	0	**100,000**
Total	**50,000**	**50,000**	**0**	**0**	**0**	**100,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 26-1
Project Name	Playground/Basketball Court - Riverplace

Total Project Cost	$185,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Replacement of playground equipment and basketball court

Justification

Annual maintenance/repairs of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Equipment	0	125,000	0	0	0	**125,000**
Improvements	0	60,000	0	0	0	**60,000**
Total	**0**	**185,000**	**0**	**0**	**0**	**185,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	0	185,000	0	0	0	**185,000**
Total	**0**	**185,000**	**0**	**0**	**0**	**185,000**

2025 thru 2029

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 26-2
Project Name	Lions Park Shelters

Total Project Cost	$300,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Replace park shelters (3) at Lion John Weicht Park

Justification

Annual replacement/improvement of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	0	300,000	0	0	0	**300,000**
Total	**0**	**300,000**	**0**	**0**	**0**	**300,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	0	300,000	0	0	0	**300,000**
Total	**0**	**300,000**	**0**	**0**	**0**	**300,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 27-1
Project Name	Playgrounds - Fresno/Mississippi Oaks

Total Project Cost	$190,000	Department	Park Improvement
Type	Equipment	Category	Playground Equipment
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Replace playgrounds at Fresno ($100,000) and Mississippi Oaks ($90,000) parks

Justification

Annual replacement/improvement of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Equipment	0	0	190,000	0	0	**190,000**
Total	**0**	**0**	**190,000**	**0**	**0**	**190,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	0	0	190,000	0	0	**190,000**
Total	**0**	**0**	**190,000**	**0**	**0**	**190,000**

Project #	PIF 27-2
Project Name	Rivers Edge Park Fountain

Total Project Cost	$75,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description
Replace fountain at Rivers Edge Park

Justification
Annual replacement/improvement of our park system.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	0	0	75,000	0	0	**75,000**
Total	**0**	**0**	**75,000**	**0**	**0**	**75,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	0	0	75,000	0	0	**75,000**
Total	**0**	**0**	**75,000**	**0**	**0**	**75,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PIF 28-2
Project Name	Plants and Things Recreation Complex

Total Project Cost	$175,000	Department	Park Improvement
Type	Improvement	Category	Park Improvements
Priority	n/a	Status	Active
Useful Life	15 years		

Description

Make improvements to the Plants and Things Recreation Complex - backstops on all fields and other projects prioritized by user group feedback.

Justification

The improvements made to the Plants and Things Recreation Complex are based on the recommendations in the Athletic Facilities Master Plan.

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	35,000	35,000	35,000	35,000	35,000	**175,000**
Total	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**175,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Improvement	35,000	35,000	35,000	35,000	35,000	**175,000**
Total	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	**175,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PK-01
Project Name	Parks - Pickup Trucks

Total Project Cost	$775,000	Department	Park Maintenance
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	10 years		

Description

2025 - #731 - 2009 Chev 2500 & #745 - 2012 GMC 3500 & #752 - 2008 Ford F250

2026 - #743 - 2011 GMC 2500 & #746 - 2011 Ford F550

2029 - #741 - 2012 Chev 2500

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
340,000	Vehicles	223,000	157,000	0	0	55,000	**435,000**
	Total	**223,000**	**157,000**	**0**	**0**	**55,000**	**435,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
340,000	Equipment Replacement Fund	223,000	157,000	0	0	55,000	**435,000**
	Total	**223,000**	**157,000**	**0**	**0**	**55,000**	**435,000**

Project #	PK-02
Project Name	Parks - Mobile Equipment

Total Project Cost	$833,000	Department	Park Maintenance
Type	Equipment	Category	Equipment
Priority	n/a	Status	Active
Useful Life	10 years		

Description

2024 - #722 - 2017 Toro Z-Master Mower #723 - 2017 Toro Groundsmaster 5910 #728 - 2015 JD Zero Turn Mower #730 - 2015 Kromer Field Commander

2025 - #714 - 2012 Ski-Doo Skandic

2026 - #715 - 2014 Ski-Doo Skandic #718 - 2003 Suzuki ATV #719 - 2003 Suzuki ATV #725 - Toro Groundmaster 4010 #738 - 2012 John Deere Tractor

2027 - #721 - Toro Z-Master #735 - John Deere Gator

2028 - #701 - 1988 Snow Scoot #702 - 1988 Snow Scoot #726 - John Deere 1565

Justification

Based on annual condition assessment.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
440,000	Equipment		17,000	267,000	60,000	49,000	0	**393,000**
		Total	**17,000**	**267,000**	**60,000**	**49,000**	**0**	**393,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
440,000	Equipment Replacement Fund		17,000	267,000	60,000	49,000	0	**393,000**
		Total	**17,000**	**267,000**	**60,000**	**49,000**	**0**	**393,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PDF 25-3
Project Name	Jackson Street Water Tower Park

Total Project Cost	$25,000	Contact	Planning Manager
Department	Planning	Type	Improvement
Category	Park Improvements	Status	Active

Description

Hire a consultant to assist the city with preparation of plans for improvements to the Jackson Street Water Tower property.

Justification

The Jackson Street Water Tower has played a pivotal role in the history and development of the City of Elk River. The city has already gone to great lengths to repair and restore the structure to an original condition. The Heritage Preservation Commission would like to further develop the site to educate residents on the history of the tower and the city as a whole. The vision includes landscape improvements (vegetation, sitting areas, short walk, etc.) and interpretive signage. The initial project would develop the site plans and provide the city with plans and specifications for development and grant applications.

Expenditures	2025	2026	2027	2028	2029	Total
Design	25,000	0	0	0	0	**25,000**
Total	**25,000**	**0**	**0**	**0**	**0**	**25,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Park Dedication	25,000	0	0	0	0	**25,000**
Total	**25,000**	**0**	**0**	**0**	**0**	**25,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	Plan-25
Project Name	Comprehensive Update of Zoning Ordinance

Total Project Cost	$150,000	Department	Planning
Type	Study	Category	City-Wide Development
Priority	n/a	Status	Active
Useful Life	None		

Description

Hire a consultant to assist city staff with a comprehensive re-write of the city's zoning ordinance.

Justification

The city has not undertaken this task for 20+ years and the regular updates to the ordinance have created inconsistencies and references to sections that no longer exist. Staff have also discussed an update to our residential and commercial zones, which will impact nearly the entire ordinance.

Expenditures	2025	2026	2027	2028	2029	Total
Study	150,000	0	0	0	0	**150,000**
Total	**150,000**	**0**	**0**	**0**	**0**	**150,000**

Funding Sources	2025	2026	2027	2028	2029	Total
City Development Fund	150,000	0	0	0	0	**150,000**
Total	**150,000**	**0**	**0**	**0**	**0**	**150,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-01
Project Name	Police - Patrol Squads

Total Project Cost	$1,814,500	Department	Police
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	5 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2026 - #604 - 2021 Ford Utility Hybrid #606 - 2020 Ford Utility Hybrid #613 - 2021 Ford Utility Hybrid #626 - 2020 Ford Utility Hybrid

2027 - #601 - 2023 Ford Utility Hybrid #623 - 2017 Ford Utility

2028 - #628 - 2023 Ford Utility

2029 - #602 - 2024 Ford Utility Hybrid #608 - 2024 Ford Utility Hybrid #615 - 2024 Ford Utility Hybrid #617 - 2024 Ford Utility Hybrid

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
1,017,000	Vehicles	0	290,000	145,000	72,500	290,000	**797,500**
	Total	**0**	**290,000**	**145,000**	**72,500**	**290,000**	**797,500**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
1,017,000	Equipment Replacement Fund	0	290,000	145,000	72,500	290,000	**797,500**
	Total	**0**	**290,000**	**145,000**	**72,500**	**290,000**	**797,500**

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-02
Project Name	Police - Unmarked Squads

Total Project Cost	$977,000	Department	Police
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	7 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - #603 - 2016 Ford Taurus #605 - 2016 Ford Taurus #616 - 2015 Ford Utility #624 - 2014 Ford Utility

2026 - #607 - 2015 Ford Utility #618 - 2018 Ford Utility, #627 - 2015 Chevrolet Equinox

2027 - #610 - 2015 Ford Utility #619 - 2023 Ford Utility

2028 - #605 - 2016 Ford Taurus #624 - 2014 Ford Utility

Justification

Based on annual condition assessment.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
304,500	Vehicles		192,500	200,000	147,500	132,500	0	**672,500**
		Total	**192,500**	**200,000**	**147,500**	**132,500**	**0**	**672,500**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
304,500	Equipment Replacement Fund		192,500	200,000	147,500	132,500	0	**672,500**
		Total	**192,500**	**200,000**	**147,500**	**132,500**	**0**	**672,500**

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-03
Project Name	Police - CSO Vehicles

Total Project Cost	$380,000	Department	Police
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	6 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - #611 - 2014 Ford Utility & #612 - 2014 Ford Utility

2026 - #614 - 2017 Ford Utility

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
190,000	Vehicles	130,000	60,000	0	0	0	**190,000**
	Total	**130,000**	**60,000**	**0**	**0**	**0**	**190,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
190,000	Equipment Replacement Fund	130,000	60,000	0	0	0	**190,000**
	Total	**130,000**	**60,000**	**0**	**0**	**0**	**190,000**

Project #	PD-05
Project Name	Police K9

Total Project Cost	$20,000	Contact	Police Captain
Department	Police	Type	Equipment
Category	Equipment	Status	Active

Description

Police K9 replacement

Justification

Replace current K9 due to retirement

Expenditures	2025	2026	2027	2028	2029	Total
Other	0	20,000	0	0	0	**20,000**
Total	**0**	**20,000**	**0**	**0**	**0**	**20,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Capital Reserve - Undesignated	0	20,000	0	0	0	**20,000**
Total	**0**	**20,000**	**0**	**0**	**0**	**20,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-06
Project Name	Patio/Furniture

Total Project Cost	$43,500	Contact	Police Captain
Department	Police	Type	Improvement
Category	Buildings	Status	Active

Description

Public Safety Wellness Patio & Furniture

Justification

Outdoor patio for employee use

Expenditures	2025	2026	2027	2028	2029	Total
Improvements	43,500	0	0	0	0	**43,500**
Total	**43,500**	**0**	**0**	**0**	**0**	**43,500**

Funding Sources	2025	2026	2027	2028	2029	Total
Public Safety Aid	43,500	0	0	0	0	**43,500**
Total	**43,500**	**0**	**0**	**0**	**0**	**43,500**

Capital Improvement Plan

Elk River, Minnesota

Project #	PD-07
Project Name	Flock Safety

Total Project Cost	$47,600	Contact	Police Captain
Department	Police	Type	Technology
Category	Technology	Status	Active

Description

Flock Safety equipment/software licensing

Justification

The Flock Safety system will aid in investigations.

Expenditures	2025	2026	2027	2028	2029	Total
Software/Hardware	47,600	0	0	0	0	**47,600**
Total	**47,600**	**0**	**0**	**0**	**0**	**47,600**

Funding Sources	2025	2026	2027	2028	2029	Total
Public Safety Aid	47,600	0	0	0	0	**47,600**
Total	**47,600**	**0**	**0**	**0**	**0**	**47,600**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-06
Project Name	Wastewater - Vehicle

Total Project Cost	$503,000	Department	Sewer Department
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	10 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - Pickup Truck

2027 - Jet Truck ($400,000 less trade-in/auction value of $75,000)

Justification

An additional pickup is needed due to current staffing. The jet truck is one of our most vital rolling assets in the wastewater division. Replacement will allow for the existing truck to be auctioned at 12 years old.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
113,000	Vehicles		65,000	0	325,000	0	0	**390,000**
		Total	**65,000**	**0**	**325,000**	**0**	**0**	**390,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
113,000	Sewer Fund		65,000	0	325,000	0	0	**390,000**
		Total	**65,000**	**0**	**325,000**	**0**	**0**	**390,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-12
Project Name	Wastewater - Equipment

Total Project Cost	$230,000	Department	Sewer Department
Type	Equipment	Category	Equipment
Priority	n/a	Status	Active
Useful Life	25 years	Enterprise Fund	yes
Other Funding Commitment	no		

Description

2026 - Sewer camera trailer replacement

Justification

2026 - The sewer camera trailer, which is used frequently to televise sewer mains for preventative maintenance, was purchased in 2010 and is starting to show signs of wear.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
30,000	Equipment		200,000	0	0	0	0	**200,000**
		Total	**200,000**	**0**	**0**	**0**	**0**	**200,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
30,000	Sewer Fund		200,000	0	0	0	0	**200,000**
		Total	**200,000**	**0**	**0**	**0**	**0**	**200,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-19
Project Name	Wastewater - Lift Station Improvements

Total Project Cost	$781,000	Department	Sewer Department
Type	Equipment	Category	Equipment
Priority	n/a	Status	Active
Useful Life	15 years		

Description

2025-2028 - Arc flash safety lift station panels

Justification

2025-2028 - The lift station panels are starting to age and with newer tecnologies the arc flash safety panels make it safer for the wastewater operators. Plan to replace 1 panel per year.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
561,000	Equipment		55,000	55,000	55,000	55,000	0	**220,000**
		Total	**55,000**	**55,000**	**55,000**	**55,000**	**0**	**220,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
561,000	Sewer Fund		55,000	55,000	55,000	55,000	0	**220,000**
		Total	**55,000**	**55,000**	**55,000**	**55,000**	**0**	**220,000**

Project #	WW-23
Project Name	Wastewater - Urban Services Expansion

Total Project Cost	$28,700,000	Department	Sewer Department
Type	Infrastructure	Category	Plant Expansion
Priority	n/a	Status	Active
Useful Life	None		

Description

Trunk system upgrades and expansion including regional lift stations, forcemains, and gravity sewer.

Justification

Continued improvements to support future development in the expanded urban service area (NE & NW areas of the city).

Expenditures	2025	2026	2027	2028	2029	Total
Utilities	0	0	0	16,850,000	0	**16,850,000**
Improvements	0	0	0	11,850,000	0	**11,850,000**
Total	**0**	**0**	**0**	**28,700,000**	**0**	**28,700,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Trunk Utility Fund	0	0	0	16,850,000	0	**16,850,000**
Sewer Fund	0	0	0	11,850,000	0	**11,850,000**
Total	**0**	**0**	**0**	**28,700,000**	**0**	**28,700,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-30
Project Name	Grit Classifier Replacement

Total Project Cost	$150,000	Department	Sewer Department
Type	Equipment	Category	Sewer Maintenance
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Replace 21 year old grit classifier

Justification

A mandatory piece of equipment that has reached its expected life span (20 years) due to the abrasiveness of the material it handles.

Expenditures	2025	2026	2027	2028	2029	Total
Equipment	150,000	0	0	0	0	**150,000**
Total	**150,000**	**0**	**0**	**0**	**0**	**150,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	150,000	0	0	0	0	**150,000**
Total	**150,000**	**0**	**0**	**0**	**0**	**150,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-31
Project Name	Head of Plant Splitter Structure

Total Project Cost	$1,500,000	Department	Sewer Department
Type	Improvement	Category	Utilities
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Installation of splitter structure before the headworks building so influent can be isolated and managed at atmospheric pressure conditions.

Justification

Currently the wastewater treatment facility is fed with three main lift stations that force (under pressure) flow into the headworks building. The addition of the splitter structure will allow the influent to gravity feed the plant giving far more operational control and ability to expand to receive additional connections in the future (if NW or NW service area expansions ever are considered).

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	0	1,500,000	0	0	0	**1,500,000**
Total	**0**	**1,500,000**	**0**	**0**	**0**	**1,500,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	0	1,500,000	0	0	0	**1,500,000**
Total	**0**	**1,500,000**	**0**	**0**	**0**	**1,500,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-32
Project Name	UV Building Modification

Total Project Cost	$1,800,000	Department	Sewer Department
Type	Unassigned	Category	Unassigned
Priority	n/a	Status	Active

Description

Build out remaining UV building capacity by adding bulbs in second channel.

Justification

As our flow is increasing the need for additional disinfection capacity grows. Our building is set up for the needed expansion and we estimate needing to have some of this capacity on-line by 2028.

Expenditures	2025	2026	2027	2028	2029	Total
Construction/Maintenance	0	0	1,800,000	0	0	**1,800,000**
Total	**0**	**0**	**1,800,000**	**0**	**0**	**1,800,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Sewer Fund	0	0	1,800,000	0	0	**1,800,000**
Total	**0**	**0**	**1,800,000**	**0**	**0**	**1,800,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	WW-33
Project Name	CR 44 Sewer Replacement

Total Project Cost	$270,000	Department	Sewer Department
Type	Infrastructure	Category	Sewer Maintenance
Priority	n/a	Status	Active
Useful Life	20 years		

Description

Replace existing clay pipe as part of the CR 44 reconstruction project

Justification

The clay pipe has reached its expected service life. Replacement is recommended at the time the roadway surface is being reconstructed.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
20,000	Construction/Maintenance	250,000	0	0	0	0	**250,000**
	Total	**250,000**	**0**	**0**	**0**	**0**	**250,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
20,000	Sewer Fund	250,000	0	0	0	0	**250,000**
	Total	**250,000**	**0**	**0**	**0**	**0**	**250,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	STW-1
Project Name	Stormwater Projects

Total Project Cost	$2,150,000	Department	Storm Water
Type	Maintenance	Category	Utilities
Priority	n/a	Status	Active
Useful Life	25 years		

Description

Bi-annual pond cleaning, stormwater repairs, BMP inventory.

2025 - Elk Park Center basin and Zane Street basin

2026 - Basin 197 (by McDonald's) (Storm water infrastructure projects combined with street projects are included on the pavement management CIP sheet.)

Justification

These projects include the testing, removal, and disposal of sediment deposits from our stormwater ponds. This is needed to assure the storm water system is functioning as designed and achieving the water quality standards of our NPDES permit. The smaller stormwater repairs include minor pipe upsizing, culvert replacement, manhole and catch basin repairs and fixing of washout areas.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
800,000	Construction/Maintenance	250,000	200,000	300,000	300,000	300,000	**1,350,000**
	Total	**250,000**	**200,000**	**300,000**	**300,000**	**300,000**	**1,350,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
800,000	Storm Water	250,000	200,000	300,000	300,000	300,000	**1,350,000**
	Total	**250,000**	**200,000**	**300,000**	**300,000**	**300,000**	**1,350,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	ST-01
Project Name	Streets - Pickup Trucks

Total Project Cost	$765,000	Department	Streets
Type	Vehicle	Category	Vehicles
Priority	n/a	Status	Active
Useful Life	10 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2024 - #241 - 2010 Ford F550

2025 - #242 - 2010 Ford F550

2027 - #123 - 2010 Ford F250 & #245 - 2014 Ford F450

Justification

Based on annual condition assessment.

Prior	Expenditures		2025	2026	2027	2028	2029	Total
550,000	Vehicles		90,000	0	125,000	0	0	**215,000**
		Total	**90,000**	**0**	**125,000**	**0**	**0**	**215,000**

Prior	Funding Sources		2025	2026	2027	2028	2029	Total
550,000	Equipment Replacement Fund		90,000	0	125,000	0	0	**215,000**
		Total	**90,000**	**0**	**125,000**	**0**	**0**	**215,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	ST-02
Project Name	Streets - Dump Trucks

Total Project Cost	$1,170,000	Department	Streets
Type	Vehicle	Category	Heavy Equipment
Priority	n/a	Status	Active
Useful Life	15 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - #243 - 2011 International 7600 Dump Truck

2029 - #246 - 2015 Mack Dump Truck GU713

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
530,000	Vehicles	315,000	0	0	0	325,000	**640,000**
	Total	**315,000**	**0**	**0**	**0**	**325,000**	**640,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
530,000	Equipment Replacement Fund	315,000	0	0	0	325,000	**640,000**
	Total	**315,000**	**0**	**0**	**0**	**325,000**	**640,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	ST-03
Project Name	Streets - Mobile Equipment

Total Project Cost	$1,717,000	Department	Streets
Type	Equipment	Category	Heavy Equipment
Priority	n/a	Status	Active
Useful Life	15 years	Enterprise Fund	no
Other Funding Commitment	no		

Description

2025 - #87 2028 Crafco Pavement Cutter & #91 - 2015 Skid Steer

2026 - #79 - 2000 Brush Chipper & #88 - 2011 Asphalt Patch Trailer

2027 - #80 - 2012 JD Tractor & #89 - 2001 Forklift

2028 - #82 - 2010 Skid Loader & #96 - 2012 Cat Mini Excavator & #309 - 2012 Elgin Sweeper

2029 - #90 - 2011 Patch Trailer & #93 - 2010 Air Compressor & #94 - 2010 Pavement Cutter & #312 - 2012 Cat Loader 924H

Justification

Based on annual condition assessment.

Prior	Expenditures	2025	2026	2027	2028	2029	Total
244,000	Equipment	124,000	185,000	285,000	490,000	389,000	**1,473,000**
	Total	**124,000**	**185,000**	**285,000**	**490,000**	**389,000**	**1,473,000**

Prior	Funding Sources	2025	2026	2027	2028	2029	Total
244,000	Equipment Replacement Fund	124,000	185,000	285,000	490,000	389,000	**1,473,000**
	Total	**124,000**	**185,000**	**285,000**	**490,000**	**389,000**	**1,473,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-25
Project Name	2025 Technology Upgrades

Total Project Cost	$122,000	Department	Technology/Communications
Type	Technology	Category	Technology
Priority	n/a	Status	Active

Supplemental Attachments

InterVision_Quote - IT.pdf

Description

Technology upgrades include: $42,000 - Enterprise backup hardware/software $30,000 - Microsoft server upgrade $36,000 - Email archiver, spam, ATP, InterVision for network/security testing $14,000

Justification

Annual replacement and upgrade of technology hardware and software.

Expenditures	2025	2026	2027	2028	2029	Total
Software/Hardware	122,000	0	0	0	0	**122,000**
Total	**122,000**	**0**	**0**	**0**	**0**	**122,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Capital Reserve - IT	99,400	0	0	0	0	**99,400**
ERMU	22,600	0	0	0	0	**22,600**
Total	**122,000**	**0**	**0**	**0**	**0**	**122,000**

Capital Improvement Plan

Elk River, Minnesota

Project #	TC-26
Project Name	2026 Technology Upgrades

Total Project Cost	$75,000	Department	Technology/Communications
Type	Technology	Category	Technology
Priority	n/a	Status	Active
Enterprise Fund	no		

Description

Technology upgrades include: $50,000 - DSX upgrade $25,000 - Enterprise backup system

Justification

Annual replacement and upgrade of technology hardware and software.

Expenditures	2025	2026	2027	2028	2029	Total
Software/Hardware	0	75,000	0	0	0	**75,000**
Total	**0**	**75,000**	**0**	**0**	**0**	**75,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Capital Reserve - IT	0	70,000	0	0	0	**70,000**
ERMU	0	5,000	0	0	0	**5,000**
Total	**0**	**75,000**	**0**	**0**	**0**	**75,000**

Project #	TC-27
Project Name	2027 Technology Upgrades

Total Project Cost	$60,000	Contact	IT Manager
Department	Technology/Communications	Type	Technology
Category	Technology	Priority	n/a
Status	Active		

Description

Technology upgrades include: $30,000 - Security camera server $30,000 - Meraki switch upgrades

Justification

Annual replacement and upgrade of technology hardware and software.

Expenditures	2025	2026	2027	2028	2029	Total
Software/Hardware	0	0	60,000	0	0	**60,000**
Total	**0**	**0**	**60,000**	**0**	**0**	**60,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Capital Reserve - IT	0	0	57,000	0	0	**57,000**
ERMU	0	0	3,000	0	0	**3,000**
Total	**0**	**0**	**60,000**	**0**	**0**	**60,000**

Project #	TC-28
Project Name	2028 Technology Upgrades

Total Project Cost	$60,000	Contact	IT Manager
Department	Technology/Communications	Type	Technology
Category	Technology	Priority	n/a
Status	Active		

Description

Technology upgrades include: $60,000 Simplivity server node - increase storage capacity.

Justification

Annual replacement and upgrade of technology hardware and software.

Expenditures	2025	2026	2027	2028	2029	Total
Software/Hardware	0	0	0	60,000	0	**60,000**
Total	**0**	**0**	**0**	**60,000**	**0**	**60,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Capital Reserve - IT	0	0	0	48,000	0	**48,000**
ERMU	0	0	0	12,000	0	**12,000**
Total	**0**	**0**	**0**	**60,000**	**0**	**60,000**

Project #	TC-29
Project Name	2028 Technology Upgrades

Total Project Cost	$60,000	Contact	IT Manager
Department	Technology/Communications	Type	Technology
Category	Technology	Priority	n/a
Status	Active		

Description

Technology upgrades include: $60,000 Simplivity server node/Stager node replacement - increase storage capacity.

Justification

Annual replacement and upgrade of technology hardware and software.

Expenditures	2025	2026	2027	2028	2029	Total
Software/Hardware	0	0	0	0	60,000	**60,000**
Total	**0**	**0**	**0**	**0**	**60,000**	**60,000**

Funding Sources	2025	2026	2027	2028	2029	Total
Capital Reserve - IT	0	0	0	0	48,000	**48,000**
ERMU	0	0	0	0	12,000	**12,000**
Total	**0**	**0**	**0**	**0**	**60,000**	**60,000**

Request for Action

To
City Council

Item Number
4.6

Meeting Date
December 2, 2024

Prepared By
Mark Dickinson, Fire Chief

Item Description
Fire contract with Life Safety Inspection Vault (LIV)

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the contract with Life Safety Inspection Vault for providing services to the fire department.

Background/Discussion
Life Safety Inspection Vault (LIV) is a solution for local fire departments, service companies, building owners, and the community. LIV has developed an online web application that collects, organizes, and stores fire and life safety reports on inspection, testing, and maintenance.

The services provided will benefit both our fire inspection programs and businesses. Currently, we do not always receive inspection reports from 3rd party inspection companies in a timely manner and do not have a web-based program to organize all of our inspection documentation. This platform will provide both services and an opportunity to help business compliance. The contract has been reviewed by our city attorney.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission Statement "work with citizens to develop a sustainable and prosperous community for all to live, work and play"

Attachments
1. Elk River MN (MSA) 121

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), dated December 1st, 2024 (“**Effective Date**”), is between Life Safety Inspection Vault LLC, an Idaho limited liability company (“**LIV**”), and Elk River Fire Department, a municipal corporation of the State of Minnesota, with a principal place of business at 13073 Orono Pkwy NW, Elk River, MN 55330 (“**Client**”). The term “**Agreement**” means, collectively, this Agreement, the applicable Registration Form(s), the applicable SOW(s), and any operating rules, policies, and procedures that LIV may publish from time to time. LIV and Client agree as follows:

SECTION 1. ENGAGEMENT; SERVICES; DUTIES

1.1 **Engagement**. Subject to the terms and conditions of this Agreement, Client engages LIV to provide Client with web-based management of the Client’s fire safety system permitting (collectively, the “**Services**”). LIV will provide the Services through LIV’s proprietary web-based application that will allow the Client to track and drive code compliance, reduce false alarm activity, and provide a safer community (the “**Vault**”). The Vault provides a secure cloud environment in which third party contractors that inspect, test, and maintain fire protections systems can submit their reports via LIV’s web application directly to the Client, facilitating a more efficient review, tracking, and follow-up process with occupants to correct deficiencies and maintain systems. As part of the Services, LIV provides a proactive service, in addition to the Vault, that includes hard and soft copy notifications sent to building owners and follow up phone calls to help increase testing and maintenance activity within the jurisdiction. Client will specify the Services it wishes LIV to provide by executing a Statement of Work (“**SOW**”) substantially in the form attached as Exhibit A to this Agreement. If LIV agrees to provide those Services, LIV will countersign that SOW and will provide the indicated Services to Client under the terms and conditions of this Agreement. The term “**Services**” includes those items described above as well as any other items described on each SOW.

1.2 **Designation of Key Personnel**. LIV’s “**Representative**” is Cole Harding, phone: 855-225-4822, e-mail: Cole.harding@livsafe.com. The Client’s “**Representative**” is Mark Dickinson, phone: (763)350-1105, e-mail: mdickinson@elkrivermn.gov. Client and LIV will each use best efforts to keep the same key personnel assigned to this engagement throughout the Term. If it becomes necessary for LIV to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described in this Agreement.

1.3 **LIV’s Responsibilities**. LIV shall fully and timely provide all deliverables described in this Agreement and in each SOW in material compliance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and local laws, rules, and regulations (collectively, “**Laws**”). LIV will provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in each accepted SOW. If the need arises for LIV to perform services beyond those stated in a particular SOW, LIV and the Client shall negotiate mutually agreeable terms and compensation for completing the additional services. LIV shall coordinate an annual business review meeting with representatives designated by each party either via teleconference or in person within 60 days before each anniversary of the Effective Date. Client may request that these meetings occur more frequently.

1.4 Client's Responsibilities. Client's Representative will be responsible for exercising general oversight of LIV's activities in completing each SOW. Specifically, the Client's Representative will represent the Client's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by LIV, and shall approve all invoices for payment, as appropriate. The Client's Representative shall give LIV timely feedback on the acceptability of progress and task reports.

SECTION 2. COMPENSATION

2.1 Management Fee.

2.1.1 Unless a certain report type is noted as an exception on applicable SOW (each, an "**Exception**"), LIV will collect and retain from each user submitting an inspection report a fixed fee of $15.00 US for each system inspection submitted (the "**Fixed Fee**"). The Fixed Fee will be due and payable by the end user upon uploading an inspection report. The Fixed Fee for any Exceptions will not exceed $15 per report. The parties will meet and review the Fixed Fee on or about each anniversary of the Effective Date. For clarity, the Fixed Fee is paid by the end user (*e.g.*, the inspector) and the Client is not billed for any fees.

2.1.2 As part of the Services, LIV will collect all fees including the Fixed Fee, due and payable by third party inspectors in connection with activities relating to Vault and the Services, plus any additional fees that Client charges in connection with the activities relating to the premises in question (the "**Inspection Fees**"). The Inspection Fees will be determined solely by Client. If Client elects under the applicable SOW, it may add an administration fee to the Inspection Fees charged to the Client's customers. If so, LIV will collect that administration fee in addition to the Inspection Fees.

2.1.3 If Client elects to include any Inspection Fees, then within 30 days following the end of each calendar quarter, LIV will remit to Client the amount by which the amount of Inspection Fees collected during such quarter exceeds the amount of Fixed Fees due and payable to LIV under this Agreement for such quarter.

SECTION 3. TERM AND TERMINATION

3.1 Term of Agreement. The term of this Agreement will be for an initial period commencing on the Effective Date and running through the date that is Three year from the Effective Date ("**Initial Term**"). Thereafter, the Term will automatically be renewed for 2 additional one-year terms (each, a "**Renewal Term**," and collectively with the Initial Term, the "**Term**") if, no later than 60 days before the expiration of the initial Term or any successive

Renewal Term, Client notifies LIV of its intent to renew the Term.

3.2 Termination. In addition to any other express termination right set forth in this Agreement:

3.2.1 Either party may terminate this Agreement, without cause, effective on 90 days written notice to the other party;

3.2.2 Either party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) is capable of cure and remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

3.2.3 Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the LIV IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the LIV IP and certify in writing to the LIV that the LIV IP has been deleted or destroyed. No termination shall affect LIV's responsibility to remit any and all fees collected pursuant to Section 2 of this Agreement.

3.4 Survival. This Section 3.4 and Section 2, Section 3.3, Section 4.2, Section 7, Section 8, Section 11, Section 12, and Section 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

SECTION 4. WARRANTIES; LIMITATIONS

4.1 Warranty.

4.1.1 Vault and Services Warranties. LIV represents and warrants to Client that all Services to be provided to the Client under the Agreement will be fully and timely performed in accordance with the terms, conditions, and covenants of the Agreement, and all Laws, and that Vault will perform, in all material respects, in accordance with the specifications. While LIV does not warrant the accuracy of the information that is put into Vault by third party inspectors, LIV will take all prudent and necessary steps to ensure its proper and accurate retention, transmission, and provision to Client. Notwithstanding termination of this Agreement for any reason, at all times, the Client will have the ability to access and download all Client Data and related records. LIV further represents and warrants to the Client that LIV has all rights necessary

in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Vault and the Services, and that LIV is duly authorized to enter into this Agreement and provide the Vault and the Services to the Client under this Agreement.

4.1.2 Non-Suspension or Debarment. LIV certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, or any other state or local government.

4.2 Limitations; Disclaimer of Warranties. All information entered into Vault is produced by third party inspectors and their agents. THEREFORE, LIV SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO VAULT BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN THIS SECTION 4, VAULT AND THE SERVICES ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” AND “AS AVAILABLE” AND LIV DOES NOT WARRANT THAT VAULT OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. LIV MAKES NO REPRESENTATIONS OR WARRANTIES THAT VAULT OR THE SERVICES WILL PROVIDE ANY PARTICULAR RESULTS. EXCEPT AS SET FORTH IN THIS SECTION 4, LIV DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THIS DISCLAIMER OF WARRANTY EXTENDS TO CLIENT, CLIENT’S CUSTOMERS, AND ALL OTHER USERS, AND NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT OR ANY SCHEDULE, EXHIBIT, ANNEX, OR DOCUMENTATION WILL CONSTITUTE WARRANTIES OF ANY KIND. LIV’S SOLE LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS SECTION 4, AND CLIENT’S SOLE REMEDY, IS THAT LIV WILL, SUBJECT TO SECTION 11 AND SECTION 12, INDEMNIFY AND HOLD CLIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM, OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.

SECTION 5. PROPRIETARY RIGHTS

5.1 Proprietary Rights. LIV retains all right, title and interest in and to Vault, the Services, any derivative works or modifications thereof (the “**Derivative Works**”), any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to Vault, the Services, or any Derivative Works (the “**Documentation**”), any reproductions works made thereof, and any other LIV IP (as that term is defined in Section 6.1). Client shall not remove any product identification or notices of such proprietary rights from Vault or the Services. Except for the limited use rights established under this Agreement, Client has no right, title, or interest in or to Vault, the Services, any Derivative Works, the Documentation, or any other LIV IP.

5.2 Use of Trademarks. During the Term, LIV may use the Client's trademarks and logos for the purpose of providing Vault and the Services to Client, and Client hereby grants LIV the right to use Client's trademarks and logos for said purposes. LIV may not, without Client's prior written consent, use Client's trademarks or logos for any other purpose, including

promotional services or commercial services not directly related to the provision of Services under this Agreement.

SECTION 6. SOFTWARE AS A SERVICE TERMS AND CONDITIONS

6.1 Definitions.

6.1.1 "**Aggregated Statistics**" means data and information related to Client's use of Vault that is used by LIV in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of Vault.

6.1.2 "**Authorized User**" means Client's employees, consultants, contractors, and agents as indicated on the Registration Form (i) who are authorized by Client to access and use Vault under the rights granted to Client by this Agreement and (ii) for whom access to Vault has been purchased under this Agreement. Third party inspectors shall not be considered employess, agents, consultants or contractors of Client unless specifically designated in writing by the City.

6.1.3 "**Client Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client, a third party inspector, or an Authorized User through Vault.

6.1.4 "**LIV IP**" means Vault, the Documentation, and any intellectual property provided to Client or any Authorized User in connection with the foregoing. LIV IP includes Aggregated Statistics and any information, data, or other content derived from LIV's monitoring of Client's access to or use of Vault, but does not include Client Data.

6.1.5 "**Registration Form**" means the order form filled out and submitted by or on behalf of Client, and accepted by LIV, for Client's access to Vault under this Agreement.

6.2 Access and Use.

6.2.1 Registration. In order to use Vault, Client must: (a) provide certain current, complete, and accurate information about Client as prompted to do so by the Registration Form order to enroll as a Vault user, as applicable; and (b) maintain and update such registration information ("**Registration Data**") as required to keep such information current, complete, and accurate. If any Registration Data that Client provides is untrue, inaccurate, not current or incomplete, LIV may terminate Client's account and Client's rights to use Vault.

6.2.2 Provision of Access. Subject to and conditioned on Client's compliance with the terms and conditions of this Agreement, LIV hereby grants Client a non-exclusive, non transferable right to access and use Vault during the Term, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Client's internal use. LIV shall provide to Client the necessary passwords and network links or connections to allow Client to access Vault.

6.2.3 Fees. There are no fees for access to and the use of the Vault.

6.2.4 Documentation License. Subject to the terms and conditions contained in this Agreement, LIV hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of Vault.

6.2.5 Use Restrictions. Client shall use Vault only for the benefit of Client, shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of Vault, and shall not use Vault for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of Vault or any Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Vault or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Vault, in whole or in part; (iv) remove any proprietary notices from Vault or the Documentation; (v) use Vault or the Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any person's intellectual property or other rights, or that violates any Law; (vi) interfere with or disrupt the integrity or performance of Vault or the Services or any third-party data contained therein. Client shall not be liable and have no obligations as to third party contractors that inspect, test and maintain fire protections systems use of the Vault.

6.2.6 Reservation of Rights. LIV reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the LIV IP.

6.2.7 Data Storage. LIV shall not place any limit on the amount of memory or other computer storage that Client may utilize through Vault.

6.2.8 Suspension. Notwithstanding anything to the contrary in this Agreement, LIV may temporarily suspend Client's and any Authorized User's access to any portion or all of Vault if:

(a) LIV reasonably determines that (i) there is a threat or attack on any of the LIV IP; (ii) Client's or any Authorized User's use of the LIV IP disrupts or poses a security risk to the LIV IP or to any other customer or vendor of LIV; (iii) Client, or any Authorized User, is using the LIV IP for fraudulent or illegal activities; (iv) subject to Law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) LIV's provision of Vault to Client or any Authorized User is prohibited by Law; or

(b) Any vendor of LIV has suspended or terminated LIV's access to or use of any third-party services or products required to enable Client to access Vault; (any such suspension described in subsections 6.2.8(a) and 6.2.8(b), a "**Service Suspension**").

LIV will use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding resumption of access to Vault following any Service Suspension. LIV will use commercially reasonable efforts to resume providing access to Vault as soon as reasonably possible after the event giving rise to the Service Suspension is cured. LIV will have no liability for any damages, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

6.2.9 <u>Aggregated Statistics</u>. Notwithstanding anything to the contrary in this Agreement, LIV may monitor Client's use of Vault and collect and compile Aggregated Statistics. As between LIV and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by LIV. Client acknowledges that LIV may compile Aggregated Statistics based on Client Data input into Vault. LIV may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted by Law; provided that such Aggregated Statistics do not identify Client or Client's Confidential Information.

6.2.10 <u>LIV Responsibilities and Uptime</u>. LIV is responsible for the acquisition and operation of all hardware, software, and network support related to Vault (other than those required for Client to connect to the internet and access Vault). The technical and professional activities required for establishing, managing, and maintaining the Vault environment are LIV's responsibilities. LIV will take all reasonable and necessary steps to make Vault, but does not guarantee that Vault will be, available 24-7/365 (subject to maintenance downtime).

6.3 <u>Equitable Relief</u>. Any breach or threatened breach by Client of any of its obligations under Section 6.2.5 would cause LIV irreparable harm for which monetary damages would not be an adequate remedy. As such, in the event of a breach or threatened breach of Client's obligations under Section 6.2.5, LIV will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

6.4 Client Responsibilities. Client is responsible and liable for all uses of Vault and any Documentation resulting from access directly provided by Client. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of Vault, and shall cause Authorized Users to comply with such provisions.

6.5 Termination and Suspension of Service. If this Agreement is terminated, LIV will implement an orderly return of Client Data in a format readable and useable in Microsoft Excel within 30 days, and shall subsequently securely dispose of Client Data. Client will be entitled to any reasonable post-termination assistance required to ensure Client has received the Client Data in a useable form. LIV shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape, and paper, when requested by the Client. Data will be permanently deleted and not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. LIV will provide certificates of destruction to Client upon request.

SECTION 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 LIV IP. Client acknowledges that, as between Client and LIV, LIV owns all right, title, and interest, including all intellectual property rights, in and to the LIV IP.

7.2 Client Data. LIV acknowledges that, as between LIV and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to LIV a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data, and perform all acts with respect to the Client Data, as may be necessary for LIV to provide Vault and the Services to Client. LIV may not, without Client's prior written consent, use, resell, redistribute,, or republish the Client Data for any other purpose, Including promotional services or commercial services, not directly related to the provision of Services under this Agreement.

7.3 Feedback. If Client or any of its employees or contractors sends or transmits any communications or materials to LIV by mail, email, telephone, or otherwise, suggesting or recommending changes to the LIV IP, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), LIV is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Client hereby assigns to LIV on Client's behalf, and on behalf of its employees, contractors, and agents, all right, title, and interest in, and LIV is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although LIV is not required to use any Feedback.

SECTION 8. CONFIDENTIAL INFORMATION

8.1 Definition. From time to time during the Term, one party may disclose or make available to the other information about the disclosing party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure, as demonstrated by the receiving party's written records; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d)

independently developed by the receiving party without reliance on the disclosing party's Confidential Information.

8.2 Nondisclosure and Nonuse.

8.2.1 The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations under this Agreement. Further, the receiving party shall not, without the disclosing party's prior written permission use Confidential Information for purposes other than internal evaluation for so long as the Confidential Information must be maintained confidential, or analyze, disassemble for reverse engineering, or otherwise attempt to identify the intrinsic nature of any of the disclosing party's Confidential Information.

8.2.2 Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; or (ii) to establish the receiving party's rights under this Agreement, including to make required court filings.

8.2.3 On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

8.2.4 The parties' respective obligations of non-disclosure and non-use with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date of each disclosure of Confidential Information to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under Law.

8.3 Breach; Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by a party of any of its obligations under this Section 8 would cause the non breaching party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

SECTION 9. STAFFING; WORK SITES; LAWS

9.1 Place and Condition of Work. Client shall provide LIV access to the sites where LIV is to perform the services as required in order for LIV to perform the services in a timely and efficient manner in accordance with and subject to the applicable security Laws.

9.2 Staffing. LIV is responsible for supplying its employees to perform the Services, and for supervising and directing those employees. LIV will ensure that its employees are reasonably competent and experienced to perform the Services. If, at any time during the performance of this Agreement Client finds that the performance of LIV's employees or subcontractors is unsatisfactory, Client may object to the assignment of such employee or subcontractor, and LIV shall assign another of its employees or subcontractors to perform the Services.

9.3 Compliance with Health, Safety, and Environmental Regulations. LIV and its employees will comply in all material respects with all applicable Laws in the performance of the Services, including those promulgated by the Client and by the Occupational Safety and Health Administration (OSHA).

SECTION 10. INSURANCE. During the Term, LIV, at its cost and expense, shall purchase and maintain the insurance set forth in this Section 10. Coverage must be provided by companies qualified to do business in the state(s) in which the Services will be performed.

10.1 Workers' Compensation and Employers' Liability. Workers' Compensation insurance must be provided as required by all applicable state laws. Employers' Liability insurance must be provided in amounts of at least $100,000 each accident for bodily injury by accident; $500,000 policy limit for bodily injury by disease; and $100,000 for each employee for bodily injury by disease.

10.2 Commercial General Liability. LIV will obtain and maintain a Commercial General

Liability (Occurrence) policy, which policy shall include coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy must have a combined single limit for bodily injury and property damage of $1,000,000 each occurrence; $1,000,000 for personal injury liability; and $2,000,000 general aggregate.

10.3 **Insurance Certificate**. Upon request, LIV will provide Client with a certificate evidencing the required insurance coverages.

10.4 **Notice of Policy Changes**. The insurance policies required under this section must all provide that they will not be terminated, cancelled, or allowed to expire without 30 days' prior written notice to the insured. If so notified, LIV will notify Client of the change, timely procure replacement coverage, and provide a replacement certificate to Client.

SECTION 11. INDEMNIFICATION

11.1 **LIV's Indemnification Obligations**. LIV shall indemnify, defend, and hold harmless Client and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Client Indemnitee**") from and against all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") awarded against a Client Indemnitee in a final judgment and arising out of or resulting from any third-party claim, suit, action or proceeding (each, a "**Third-Party Action**") for:

11.1.1 Bodily injury, death, or damage to real or tangible, personal property resulting from LIV's willful, fraudulent, or negligent acts or omissions;

11.1.2 Claims that allege Vault or the Services, or any use of Vault or the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets; provided that this Section 11.1.2 will not apply to the extent that the alleged infringement arises from: (a) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing; (b) modifications to Vault or the Services not made by LIV; or (c) Client Data;

11.1.3 Any losses arising out of or related to LIV's breach of any of LIV's representations, warranties, or obligations under this Agreement; or

11.1.4 Any losses awarded against Client in a final judgment and arising out of or resulting from any Third-Party Action for bodily injury, death of any person or damage to real or tangible, personal property, in each case resulting from LIV's grossly negligent or willful acts or omissions.

11.2 **Client's Liability**. Client shall not be required to indemnify or hold LIV harmless against liabilities arising from this Agreement. However, as between Client and LIV, and to the extent permitted by law and legally available funds, Client is responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to:

11.2.1 Any Losses arising out of or related to Client's breach of any of Client's representations, warranties, or obligations under this Agreement; and

11.2.2 Any Losses awarded against LIV in a final judgment and arising out of or resulting from any Third-Party Action:

(a) For bodily injury, death of any person or damage to real or tangible, personal property resulting from Client's grossly negligent or willful acts or omissions;

(b) Based on Client's or any Authorized User's (i) use of Vault or the Services in combination with data, software, hardware, equipment, or technology not provided by LIV or authorized by LIV in writing, or (ii) modifications to Vault or the Services not made by LIV.

11.3 **<u>Indemnification Procedures</u>**. The party seeking indemnification under this Agreement must promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend that Action, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 11.3 will not relieve the indemnifying party of its obligations under this Section 11.3 unless, and then solely to the extent that, the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

11.4 **<u>Infringement Remedy</u>**. If a Third-Party Action that would entitle Client to indemnification under Section 11.1.2 is made or appears possible, Client shall permit LIV, at LIV's sole discretion, to (a) modify or replace Vault or the Services, or component or part thereof, to make it non-infringing, or (b) obtain the right for Client to continue to use the item in question. If LIV determines that neither alternative is reasonably available, LIV may terminate this Agreement, either in its entirety or with respect to the affected component or part, effective immediately on written notice to Client. SECTION 11.1.2 AND THIS SECTION 11.4 SET FORTH CLIENT'S SOLE REMEDIES AND LIV'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIM THAT VAULT OR THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. LIV'S LIABILITY UNDER SECTION 11.1.2 AND THIS SECTION 11.4 IS SUBJECT TO THE LIABILITY LIMITS SET FORTH IN SECTION 12.

SECTION 12. ASSUMPTION OF RISK; LIMITATION OF LIABILITY

12.1 **Risks Inherent to Internet**. Client acknowledges that: (a) the Internet is a worldwide network of computers; (b) communication on the Internet may not be secure; (c) the Internet is beyond LIV's control; and (d) LIV does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using Vault and the Services, including the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes the general risks arising from utilization of the internet knowingly and voluntarily. Without limiting the foregoing, Client hereby assumes the risk of, and LIV will have no responsibility or liability of any kind under this Agreement for: (1) errors in Vault or the Services resulting from misuse, negligence, revision, modification, or improper use of all or any part of Vault or the Services by any entity other than LIV or its authorized representatives, employees, contractors, or consultants; (2) Client's use of any version of Vault other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to Vault; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of Vault that meet LIV's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-LIV products

or services; or (7) data or data input, output, accuracy, and suitability, which will be deemed to be under Client's exclusive control. The assumption of risk stated in clause (1) of the preceding sentence will only apply if LIV has taken commercially reasonable steps to prevent and safeguard against the types of errors listed in that clause (1).

12.2 **Exclusion of Certain Damages; Limitation of Liability**. IN NO EVENT WILL LIV BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER LIV WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

12.3 **Exceptions**. The exclusions and limitations in Section 12.2 do not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Confidential Information); (b) damages or other liabilities arising out of or relating to a party's willful misconduct or intentional acts; (c) Third-Party Actions for death or bodily injury or damage to real or tangible personal property resulting from a party's willful or grossly negligent acts or omissions; and (d) a party's obligation to pay attorneys' fees and court costs in accordance with Section 14.5.

SECTION 13. FORCE MAJEURE

13.1 Neither party will be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including (a) acts of God; (b) flood, fire or explosion; (c) war, invasion, riot or other civil unrest; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns or other industrial disturbances; (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; (h) shortage of adequate power or telecommunications or transportation facilities; or (i) any other event that is beyond the reasonable control of such party (each of the foregoing, a "**Force Majeure Event**").

13.2 A party whose performance is affected by a Force Majeure Event must give notice to the other party, stating the period of time the occurrence is expected to continue and must use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. The non-affected party may terminate this Agreement or any affected SOW if such failure

or delay continues for a period of 60 days or more and, if the non-affected party is the Client, receive a refund of any amounts paid to the LIV in advance for the affected Services. .

SECTION 14. MISCELLANEOUS

14.1 <u>Notices</u>. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by U.S. Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being three days following the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as Federal Express, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party shall provide the other parties:

To LIV: Life Safety Inspection Vault LLC
Attn.: Manager
146 East Chubbuck Road, Suite C
Chubbuck, ID 83202
Phone: (208) 254-7718
E-mail: Cole.harding@livsafe.com

To Client: Elk River Fire Department
Attn.: Fire Chief
13073 Orono Pkwy NW
Elk River, MN
Phone: 763-350-1105
Email: mdickinson@elkrivermn.gov

14.2 Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. For purposes of this Agreement, (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. This Agreement must be construed simply according to its fair meaning and without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Registration Form, each SOW, and all exhibits other documents referred to in this Agreement must be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim in the body of this Agreement.

14.3 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set

forth in writing and signed by the Party so waiving. No waiver by either party of any default in performance by the other party, or any waiver by either party of any breach, or series of breaches, of any of the terms, covenants, or conditions of this Agreement will constitute a waiver of any subsequent breach of any such terms, covenants, or conditions.

14.4 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as originally contemplated to the greatest extent possible.

14.5 Choice of Law; Attorneys’ Fees. The parties intend for this Agreement to be construed and enforced under the laws of the State of Minnesota, except for its choice of law provisions. The parties specifically exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The prevailing party in any proceeding will be entitled to recover in any judgment its reasonable attorneys’ fees as may be allowed by the court, together with such court costs and damages as may be provided by Law.

14.6 Assignment. Neither Client nor LIV may assign any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the other party's prior written consent, which consent may not be unreasonably withheld, delayed, or conditioned. Any purported assignment or delegation in violation of this Section 14.6 is void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

14.7 Export Regulation. Vault and the Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export, or release the Services or the underlying software or technology to, or make the Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), before exporting, re-exporting, releasing, or otherwise making the Services or the underlying software or technology available outside the US.

14.8 US Government Rights. Each of the Documentation and the software components that constitute Vault and the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect

to Vault, the Services, and the Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

14.9 Entire Agreement. This Agreement, together with any other documents incorporated into this Agreement by reference, the Registration Form(s), and all SOW(s) constitutes the parties' sole and entire agreement with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is any inconsistency between the statements made in the body of this Agreement, the Registration Forms(s), the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its exhibits; (ii) second, the applicable SOW; (iii) third, any Registration Form; and (iv) fourth, any other documents incorporated herein by reference.

14.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same

Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LIFE SAFETY INSPECTION VAULT LLC, an Idaho limited liability company	Elk River Fire Department , a municipal corporation of the State of Minnesota
By:	By:
Name: Cole Harding	Name: Mark Dickinson
Title: President	Title: Fire Chief

Request for Action

To
City Council

Item Number
4.7

Meeting Date
December 2, 2024

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

Item Description
FT Center Lease for Lawful Gambling Activity

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, a lease agreement with ERYHA for lawful gambling activity.

Background/Discussion
Elk River Youth Hockey Association has expressed interest in operating a pull tab operation at the Overlook lounge within the FT Center. ERYHA will apply for an additional pull tab location within the City of Elk River upon agreement for the lease space at the maximum allowable rate per state statute.

ELECTRONIC GAMES: Monthly rent to be paid: 15%, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games. ALL OTHER GAMES: Monthly rent to be paid: 20%, not to exceed 20% of gross profits from all other forms of lawful gambling.

- If any booth sales are conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to the booth operation's $1,750 cap.

Financial Impact
ERYHA has an established gambling operation. The Minnesota Gambling Control Board's FY2024 Organization Annual Report Summary (November 12, 2024) shows ERYHA's gross receipts totaled $20,905,863 with prizes paid totaling $18,333,434 and net receipts in the amount of $2,572,429.

Mission/Policy/Goal
Together we win

Attachments
1. Pull Tabs LG 215 RInk Permit - FT Center
2. MN Gambling Control Board FY2024 Organization Annual Report Summary

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: ERYHA	License/Site Number: 01536	Daytime Phone: 763-234-5315
Address: PO Box 193	City: Elk River	State: MN Zip: 55330
Name of Leased Premises: Furniture and Things Community Event Center	Street Address: 1000 School St	
City: Elk River	State: MN Zip: 55330	Daytime Phone: 763-635-4500
Name of Legal Owner: City of Elk River	Business/Street Address: 13065 Orono Parkway Northwest	
City: Elk River	State: MN Zip: 55330	Daytime Phone: 763-635-1000
Name of Lessor **(if same as legal owner, write "SAME")**: SAME	Address:	
City:	State: Zip:	Daytime Phone:

Check applicable item:

- [x] **New or amended lease**. Effective date: 1-1-2025. Submit changes at least ten days **before** the effective date of the change.
- [ ] **New owner**. Effective date: ________________. Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

- [x] Pull-Tabs (paper)
- [ ] Pull-Tabs (paper) with dispensing device
- [ ] Bar Bingo
- [ ] Bingo
- [x] Tipboards
- [x] Paddlewheel
- [ ] Paddlewheel with table
- [x] Electronic Pull-Tabs
- [x] Electronic Linked Bingo

Electronic games may only be conducted:

1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: _____%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed $1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: _______ %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
  - OR -
- Rate to be paid: $ ____________ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
  - ⇒ **Rent may not be paid for bar bingo.**
  - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

____

____

Signature of Lessor: Date:	Signature of Organization Official (Lessee): Date:
Print Name and Title of Lessor:	Print Name and Title of Lessee:

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

FY2024 Organization Annual Report Summary

Organization Name	City	Lic. #	Gross Receipts	Prizes Paid	Net Receipts	Allowable Expenses	A.E. % of Net	Charitable Contributions	Other Mission-Related Expenditures	Charitable & Other Mission-Related Expenditures	M.R. % of Net	Taxes and Regulatory & Licensing Fees	Tax/Fee % of Net	Total Lawful Purpose Expenditures	LPE % of Net
Eagles Aerie 3282 Worthington	Worthington	00395	$429,578	$355,661	$73,917	$24,487	33%	$15,085	$19,672	$34,757	47%	$7,451	10%	$42,208	57.1%
Eagles Aerie 3394 Fairmont	Fairmont	00122	$159,206	$130,631	$28,575	$10,976	38%	$0	$14,250	$14,250	50%	$2,663	9%	$16,913	59.2%
Eagles Aerie 34 Minneapolis	Minneapolis	00364	$11,494,264	$9,946,723	$1,547,541	$949,809	61%	$38,897	$39,073	$77,970	5%	$494,442	32%	$572,412	37.0%
Eagles Aerie 3403 Luverne	Luverne	00258	$128,878	$92,515	$36,363	$17,053	47%	$3,300	$7,702	$11,002	30%	$4,052	11%	$15,054	41.4%
Eagles Aerie 3405 Marshall	Marshall	00237	$143,637	$101,409	$42,228	$24,910	59%	$2,750	$7,669	$10,419	25%	$5,307	13%	$15,726	37.2%
Eagles Aerie 3420 St. James	St. James	00323	$3,027,539	$2,563,092	$464,447	$288,533	62%	$15,097	$20,191	$35,288	8%	$134,423	29%	$169,711	36.5%
Eagles Aerie 3424 Litchfield	Litchfield	00645	$2,384,390	$2,032,907	$351,483	$175,286	50%	$22,250	$48,382	$70,632	20%	$99,913	28%	$170,545	48.5%
Eagles Aerie 3486 Karlstad	Karlstad	01585	$1,738,464	$1,461,077	$277,387	$117,485	42%	$43,330	$17,720	$61,050	22%	$67,000	24%	$128,050	46.2%
Eagles Aerie 350 Dacotah East Grand Forks	East Grand Forks	00543	$1,957,467	$1,619,552	$337,915	$191,516	57%	$9,506	$33,456	$42,962	13%	$76,012	22%	$118,974	35.2%
Eagles Aerie 3718 New Brighton	New Brighton	00541	$1,597,315	$1,370,820	$226,495	$126,721	56%	$10,444	$57,160	$67,604	30%	$49,966	22%	$117,570	51.9%
Eagles Aerie 3918 Tracy	Tracy	00326	$390,346	$295,776	$94,570	$23,865	25%	$56,513	$8,984	$65,497	69%	$13,618	14%	$79,115	83.7%
Eagles Aerie 4031 Farmington	Farmington	01264	$4,536,083	$3,951,939	$584,144	$272,743	47%	$54,400	$0	$54,400	9%	$161,844	28%	$216,244	37.0%
Eagles Aerie 4120 Shakopee	Shakopee	01623	$3,456,616	$3,028,432	$428,184	$244,270	57%	$21,003	$39,732	$60,735	14%	$115,594	27%	$176,329	41.2%
Eagles Aerie 620 Morris	Morris	00260	$1,870,216	$1,607,898	$262,318	$123,107	47%	$45,066	$36,192	$81,258	31%	$70,977	27%	$152,235	58.0%
Eagles Aerie 622 St. Cloud	St. Cloud	00381	$2,903,406	$2,490,675	$412,731	$202,419	49%	$45,462	$72,928	$118,390	29%	$96,879	23%	$215,269	52.2%
Eagles Aerie 703 Lookout Austin	Austin	00412	$8,859,452	$7,512,222	$1,347,230	$662,857	49%	$179,744	$120,862	$300,606	22%	$434,460	32%	$735,066	54.6%
Eagles Aerie 873 Crookston	Crookston	00449	$1,796,628	$1,550,408	$246,220	$145,961	59%	$18,676	$32,695	$51,371	21%	$57,353	23%	$108,724	44.2%
East Grand Forks Blue Line Club	East Grand Forks	01656	$445,834	$299,990	$145,844	$56,640	39%	$83,129	$0	$83,129	57%	$14,063	10%	$97,192	66.6%
East Hubbard Co Fire Dist	Akeley	05312	$2,334,938	$2,016,059	$318,879	$174,749	55%	$26,150	$16,500	$42,650	13%	$82,884	26%	$125,534	39.4%
Eastern Morrison County 4 Wheeler Club	Pierz	05106	$1,900,015	$1,547,189	$352,826	$206,337	58%	$70,500	$0	$70,500	20%	$72,346	21%	$142,846	40.5%
Eastview Hockey Assn.	Apple Valley	36438	$12,764,989	$11,150,949	$1,614,040	$880,995	55%	$226,750	$0	$226,750	14%	$527,383	33%	$754,133	46.7%
Eden Prairie Hockey Assn.	Eden Prairie	03683	$3,381,937	$2,888,315	$493,622	$284,238	58%	$70,295	$0	$70,295	14%	$144,995	29%	$215,290	43.6%
Eden Valley Hawks Baseball Club	Eden Valley	02120	$3,723,655	$3,173,122	$550,533	$322,250	59%	$61,948	$0	$61,948	11%	$154,231	28%	$216,179	39.3%
Eden Valley Lions Club	Eden Valley	01530	$5,159,531	$4,390,211	$769,320	$391,420	51%	$138,297	$0	$138,297	18%	$248,689	32%	$386,986	50.3%
Edinburgh USA Pro Am Foundation	Brooklyn Park	36222	$4,970,078	$4,246,373	$723,705	$430,770	60%	$38,550	$0	$38,550	5%	$232,078	32%	$270,628	37.4%
Edison Community Sports Foundation	Minneapolis	01861	$1,174,410	$947,622	$226,788	$196,345	87%	$0	$0	$0	0%	$52,286	23%	$52,286	23.1%
Eitzen Fire & Rescue Assn. Inc	Eitzen	32660	$3,272,025	$2,805,697	$466,328	$220,071	47%	$115,000	$0	$115,000	25%	$128,159	27%	$243,159	52.1%
Elbow Lake Firemens Relief Assn.	Elbow Lake	01968	$1,623,050	$1,361,414	$261,636	$129,006	49%	$57,250	$0	$57,250	22%	$59,543	23%	$116,793	44.6%
Elgin Fire Relief Assn.	Elgin	05658	$2,815,719	$2,287,502	$528,217	$227,005	43%	$161,113	$0	$161,113	31%	$127,758	24%	$288,871	54.7%
Elizabeth Fire Dept. Relief Assn.	Fergus Falls	01686	$513,226	$435,012	$78,214	$47,972	61%	$25,701	$0	$25,701	33%	$8,997	12%	$34,698	44.4%
Elk River Lions Club	Elk River	02257	$8,181,433	$6,935,264	$1,246,169	$657,788	53%	$133,453	$0	$133,453	11%	$402,443	32%	$535,896	43.0%
Elk River Youth Hockey Assn.	Elk River	01536	$20,905,863	$18,333,434	$2,572,429	$1,051,501	41%	$648,530	$0	$648,530	25%	$846,002	33%	$1,494,532	58.1%
Elko Baseball Club	Elko New Market	02943	$4,730,381	$3,970,558	$759,823	$365,374	48%	$41,549	$82,000	$123,549	16%	$211,883	28%	$335,432	44.1%
Elko New Market Fire Fighters' Relief Assn.	Elko New Market	02324	$8,759,859	$7,413,466	$1,346,393	$673,709	50%	$221,909	$0	$221,909	16%	$467,018	35%	$688,927	51.2%

Request for Action

To
City Council

Item Number
4.8

Meeting Date
December 2, 2024

Prepared By
Cal Portner, City Administrator

Item Description
2024 Local Option Sales Tax Agreement 24-30

Reviewed by
Lori Stich
Joe Stremcha
Tina Allard

Action Requested
Approve, by motion, the 2024 Local Option Sales Tax Agreement 24-30 with the Minnesota Department of Revenue.

Background/Discussion
The Minnesota Department of Revenue has updated the collection agreement for local option sales and use taxes. The new agreement updates the administrative rates for the reimbursement of the department's costs.

The new agreement sets a flat rate of up to 1.0% of local sales taxes collected and allows for adjustment to reflect the fluctuation of sales tax revenues. The rate for 2025 will be 0.90%.

Financial Impact
Service fees to the Minnesota Department of Revenue are taken from our distribution of sales and use taxes.

Mission/Policy/Goal
Elk River Mission

Attachments
1. 2024 MNDOR New LOST Agreement
2. 2024 MNDOR New LOST Agreement Letter

Agreement Between the Minnesota Department of Revenue and the City of Elk River for Collection of a Local Sales Tax Sales and Use Tax Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Elk River sales tax
- Elk River use tax

Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 17 authorize the above taxes. The taxes are imposed by Elk River Ordinance Number 19-14 adopted August 5, 2019.

Administration, collection, and enforcement

The Department of Revenue (Department) will administer, collect, and enforce the Elk River taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Elk River. If the local tax revenues collected are not sufficient to cover actions taken, Elk River must provide the Department with sufficient funding to process all adjustments.

Elk River agrees to update the ordinance listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Elk River further agrees to take corrective action within 90 days if notified by the Department of required ordinance language changes. The Department will not enforce or engage in compliance activities for local taxes administered by the Department if any portion of Elk River's ordinance is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The Department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Elk River taxes covered by this agreement. The Department is also responsible for informing newly registered businesses of their obligations to collect and remit Elk River sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Elk River tax jurisdiction will be registered for the Elk River taxes by the Department. We will mail an informational notice of registration to these businesses.

Outreach and education
The Department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Elk River taxes by posting a notice on the Department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the Department's website.

Elk River acknowledges that there is no cost-effective way to identify specific vendors located outside the Elk River taxing jurisdiction who are required to be registered for Elk River taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the Department and through other contacts that the vendor has with the Department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity
If Elk River maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Elk River will briefly describe the taxes and provide a link to the Department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes and reference the Department's website link.

Returns and remittance
Vendors will collect and remit Elk River taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the Department are deposited in the State Treasury and credited to a special account. The Department will draw from this account to recover Department costs as provided in this agreement, and to transmit collections to Elk River. Elk River will accrue no interest on this amount.

Transmittal of tax
The Department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection, the Department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The Department retains a fee for administering, collecting, and enforcing the Elk River taxes as provided in this agreement. The Department sends notification each month to Elk River with the month's sales and use tax collections and the administrative fees deducted.

Reports
Upon request, the Department will provide Elk River with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Elk River must submit a written request via email or US mail. The Department will consider requests for more frequent reports for an additional administrative fee.

Disclosure
Elk River understands that any local sales and use tax account information given to it by the Department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The Department will provide disclosure training materials to Elk River's designated representative. Elk River must train any employees with a business need to access not public Minnesota sales and use tax information provided by the Department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Elk River must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Elk River's obligation to instruct the Department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the Department suspending Elk River's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information
The Department will allow Elk River to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the Department under this agreement. Elk River will submit any requests to inspect the sales or use tax data to the Department in writing, as prescribed by the Department.

Reimbursement of costs
The Department will review its own direct and indirect costs for administering, collecting, and auditing local taxes, and as needed adjust costs accordingly.

For each month of collection, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Elk River will pay a flat rate of up to 1.0% of sales taxes collected to cover the administration, collection, and auditing of all local sales taxes administered by the Department. If the reimbursement of costs increases, the Department will notify Elk River at least 180 days prior to the rate change. An updated agreement is only required when an increase to the flat rate of 1.0% is determined. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax
The Department will provide a report to Elk River after the last month that the tax is in effect. The report will indicate the total amount of Elk River taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the Department will work with Elk River to determine a reserve amount the Department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The

portion of this fund not used for refunds or adjustments will be transmitted to Elk River at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled, and Elk River will be notified of the final settlement.

Responsibilities

When the boundary limits for Elk River change, it is the responsibility of Elk River to notify and provide the Department with the updated boundary information. The Department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the Department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The Department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Elk River updates or amends the city ordinance relating to the Elk River tax covered by this agreement, Elk River must provide a draft of the changes to the Department for review before it is made final. The Department will review the changes to ensure compliance with governing statutes. Elk River will then provide the Department with a signed copy of the revised or amended ordinance.

Elk River must provide the Department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Elk River will notify the Department prior to the 90-day notification requirement for when the tax will end. The Department will work with Elk River to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Elk River.

Minnesota Department of Revenue

Signature: ________________________________

Paul Marquart

Commissioner of Revenue

Date: ____________________________________

Elk River Representative

Signature: ________________________________

Print Name: _______________________________

Print Title: _______________________________

Date: ____________________________________

Signature: ________________________________

Print Name: _______________________________

Print Title: _______________________________

Date: ____________________________________

Cal Portner

From: MN_MDOR_Local Government Services <LocalGovernmentServices.mdor@state.mn.us>
Sent: Wednesday, November 20, 2024 10:07 AM
Cc: MDOR_SUT Local Government Services
Subject: New Local Sales Tax Agreement

Greetings,

The updated local option sales and use tax agreement will be ready for your local government to review by the end of this week. The new agreement includes an updated rate for the administrative fee found in the Reimbursement of Costs section. This new administrative fee begins with payments made to local governments in January 2025, for the local sales tax collected from the November 2024 revenue period.

The new language for the administrative fee states the Department will collect a flat rate of up to 1.0% of local sales taxes collected. The language is updated to allow for adjustments to reflect the fluctuation of sales tax revenues. By doing this, updates to the agreements will only be required if the administrative costs exceed the flat rate. To which the 180-day notice is required. Starting in January 2025, the rate will be 0.90%. We will provide the actual administrative rate with your monthly spreadsheet the Department emails with your payment.

We will upload the new agreements into the virtual room. You may already have access to the virtual room. If you do not have access, the main contact for the local government will receive a separate email with instructions to log in. If you had access to the virtual room in the past, but you are unsure of your log in information, please let us know by responding to this email. We can reset your account if necessary.

After logging in to the virtual room you will be able to see the local option sales and use tax agreement to download for your local government to review and sign.

Once your local government signs the agreement, upload the signed agreement to the virtual room. We will forward the agreement to the Commissioner of Revenue for his signature. After all signatures are obtained, the agreement will be uploaded to the virtual room for you to keep a copy and we will also retain a copy.

Please return the updated signed agreement before January 31, 2025. If you need additional time, please let us know.

If you have questions or concerns, contact us by phone or email listed below.

Sincerely,

Sales & Use Tax Division
Local Government Services

Minnesota Department of Revenue
Phone: 651-556-6117
Fax: 651-556-3102
Email: LocalGovernmentServices.mdor@state.mn.us
www.revenue.state.mn.us

Working together to fund the future for all of Minnesota.

Emails are answered in the order that they are received. This email is advisory only. It is based on the particular facts and circumstances outlined in the email and on the laws in effect at the time. Different circumstances, statutory changes, or subsequent court decisions could affect the information given in this email.

If you or your client are currently under audit by the Minnesota Department of Revenue, the Revenue Tax Specialist should be answering any questions or concerns as they would have first-hand knowledge regarding your business.

Request for Action

To
City Council

Item Number
4.9

Meeting Date
December 2, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Development Agreement Update: Bradford Park

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, an update to the development agreement with Lennar, increasing the number of model homes permitted by the city.

Background/Discussion
The first phase of Lennar's Bradford Park Subdivision has been under construction this summer. They have made good progress thus far but have run into some issues that have delayed the completion of their public improvements. These delays limit their ability to pull building permits to construct additional homes within the development. Their development agreement with the city prohibits the city from issuing permits until all public improvements have been installed.

Lennar has requested city approval of certain building permits to begin construction, notably, those without required sidewalks. Staff reviewed their request and are comfortable treating these additional permits as model homes, which allows the issuance of permits. However, a certificate of occupancy will not be approved until all public improvements are completed. The proposed amendment increases the number of model homes from 6 to 20.

The staff's recommendation of approval is not without concern. First, installing the sidewalk during the construction of a home will impact the developers' ability to continue to work on the home. Driving equipment on concrete not fully cured increases the likelihood of damaging the sidewalk. Staff have worked with developers in the past to create a temporary bridge during the curing process, but these have typically ended with damaged sidewalks and the developer replacing the impacted section. There should be zero traffic across the sidewalks until they have fully cured, and approved by engineering staff.

Second, depending on the timing of the sidewalk work in the spring, the homes may be ready for sale before sidewalk completion. Issuing the building permit under the model home standard prohibits the issuance of a certificate of occupancy until all improvements, except the final lift of pavement, are installed and approved by the city engineer. This scenario is not uncommon and the building department receives calls from prospective buyers asking why the city will not issue the occupancy permit for their model home. Lennar's development team will need to convey this standard to their sales team to ensure homes are not scheduled for closing before full acceptance of all public improvements.

Financial Impact
None

Mission/Policy/Goal
Meet changing needs - agile.
Support the growth and development of the community.

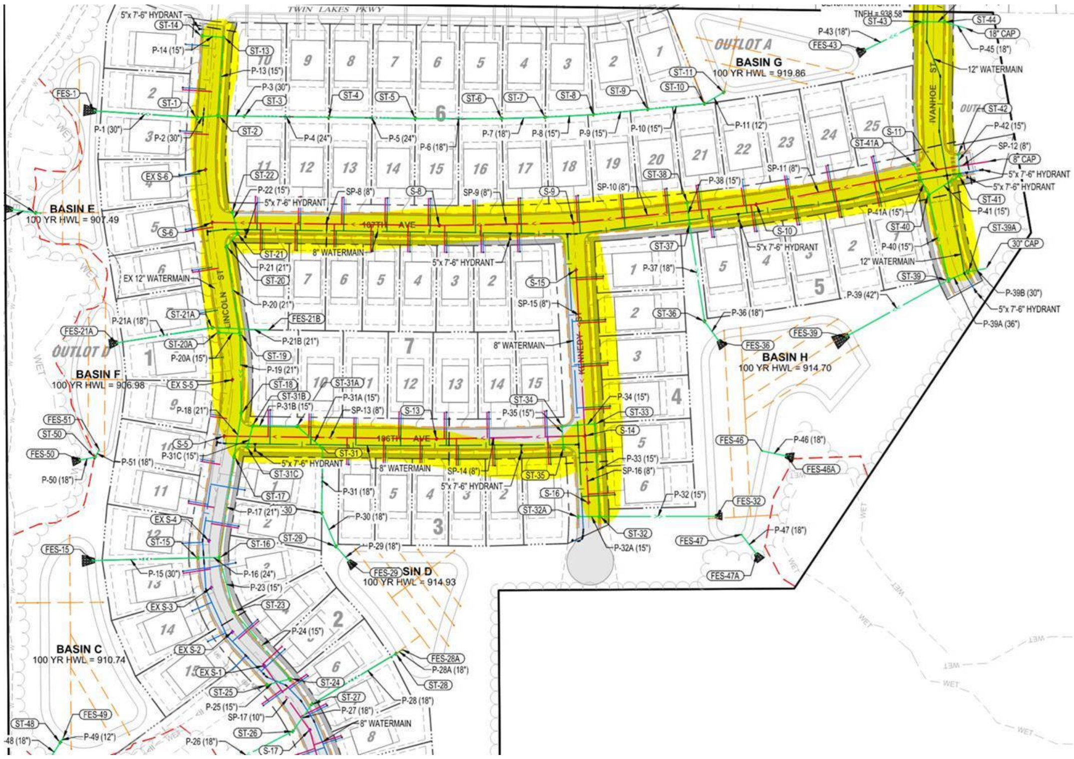
Attachments
1. Request for Building Permits
2. Development Agreement update 12-2-2024

LENNAR®

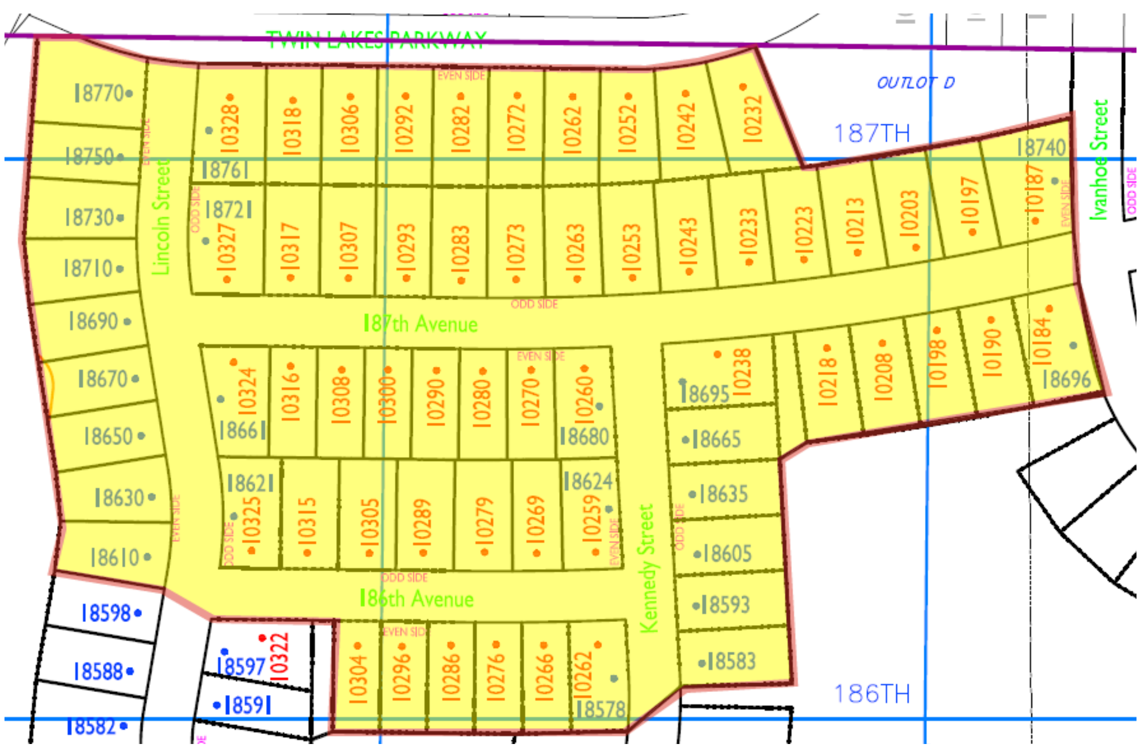
Request for Building Permits without Sidewalk Completion

Lennar is requesting the issuance of building permits for lots in Bradford Park 1st Addition so that we may continue to build homes throughout the winter. The development agreement requires installation of sidewalks prior to permit issuance. The roadways shown below in yellow have been paved and small utilities will be installed beginning at the end of November.

Michels does not allow developers to schedule small utility installation prior to roads being paved. We paved the streets on October 23, 2024 and immediately called to schedule small utility installation. Michels' first crew availability was November 18, 2024. With a construction timeline of two weeks that puts completion at approximately December 2, 2024. Sidewalks cannot be installed prior to installation of small utilities so unfortunately, due to weather constraints, we will not be able to install sidewalks in 2024. We commit to making sidewalk installation a priority in the Spring of 2025 as soon as weather allows.



The snaphot on the right is taken from the Bradford Park address map and illustrates in yellow the addresses Lennar may seek building permits for prior to sidewalk installation.



Thanks,
Josh Metzer
Land Entitlement Mgr
Lennar

Development Agreement
Bradford Park

Final Plat approved by the Elk River City Council
November 6, 2023

Development Agreement

January 16, 2024

Updated

December 2, 2024

229031v2

Table of Contents

DEVELOPMENT AGREEMENT
FOR
Bradford Park

THIS AGREEMENT (the Agreement), made and entered into this 16th day of January 2024, by and between the CITY OF ELK RIVER, a municipal corporation organized under the laws of the State of Minnesota (the City), and U.S. Home, LLC a Delaware limited liability company, (the Developer).

W I T N E S S E T H:

WHEREAS, the Developer has made application to the City for approval of a final plat of land within the City described on **Exhibit A** attached hereto (the Subdivision); and

WHEREAS, the City Council adopted Resolution No. 23-43 on November 6, 2023, (attached as **Exhibit B** hereto) granting final plat approval to the Subdivisions, subject to several conditions, including a condition that Developer enter into an agreement with the City governing the provision of certain utilities, services and facilities to the Subdivision and the transfer of certain land interests and payments to the City, so as to fully comply with the Subdivision Ordinance;

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter contained, it is hereby agreed as follows:

1. **Warranty of Developer**. Developer hereby warrants and represents to the City, as inducement to the City's entering into this Agreement, that Developer is owner of certain real property legally described in **Exhibit B** attached hereto consisting of 37.33 acres of unimproved land located in the City of Elk River, Sherburne County, Minnesota. The Developer intends to improve and develop such property for single family residential uses, to be known as BRADFORD PARK (the Development). The final plat is attached as **Exhibit C**.

2. **Right to Proceed**. Within the Subdivision, the Developer may not grade or otherwise disturb the earth, remove trees, unless authorized by a separate permit or letter; work to construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings may not proceed until all the following conditions have been satisfied: (1) this Agreement has been fully executed by both parties and filed with the City Clerk; (2) the necessary security has been received by the City; (3) the necessary insurance for the Developer and its construction contractors has been received by the City; (4) the final plats for the Subdivision have been filed with the office of the Sherburne County Recorder or Registrar of Titles, and (5) all required permits are secured and a copy filed with the City Engineer.

3. **Development Plans**. The Subdivision shall be developed in accordance with the following plans (The Plans). The Plans shall not be attached to this Agreement. With the exception of Plans A, B and E, the Plans may be prepared, subject to the City Engineer's approval, after entering into this Agreement, but before commencement of any work in the Development. The City Engineer may approve minor amendments to Plan B without City Council approval. If the Plans vary from the written terms of this Contract, the written terms shall control. The Plans are:

Plan A - Plat

Plan B - Final Grading, Drainage, and Erosion Control Plan & SWPPP

Plan C - Plans and Specifications for Public Improvements

Plan D – Landscape Plan

Plan E – Storm water Management Plan detailing long term ownership, maintenance schedules and procedures for all stormwater facilities as required by the City's MS4 permit

Plan F – Development Plan required by Section 12 hereto

4. **Improvements**. In accordance with the application materials submitted by Developer, the preliminary and final plats of the Subdivision, the City Council Resolutions attached as **Exhibit A** hereto, and the applicable standards and ordinances of the City, the following described Improvements (the Improvements) shall be constructed and installed on the terms and conditions hereinafter contained:

(01) Site grading to elevations shown in the approved grading and drainage plan and construction of retaining walls (Site Grading);

(02) Streets, as required by the City, including grading, graveling and stabilizing, constructing and vegetating of berms, swales and boulevards, planting trees on boulevards, permanent street surfacing with bituminous material, installing concrete curbs, gutters and driveway approaches, and installing traffic control street signs as required the City Engineer and installing street lights as required by the local utility (Street Improvements);

(03) Sidewalks, as required by the City (Sidewalk Improvements);

(04) Storm sewers, as required by the City, including all necessary pipes, manholes, catch basin, ditches, inlets, retention areas and other appurtenances (Storm Sewer Improvements) ;

(05) Sanitary sewers and laterals, as required by the City, including all pipes, manholes, pumping stations, building services and other appurtenances (Sanitary Sewer Improvements) ;

(06) Watermain and laterals, as required by the City and Elk River Municipal Utilities, including all necessary pipes, hydrants, valves, building services and other appurtenances (Watermain Improvements) ;

(07) Landscaping, trees, seed, turf as required by City Ordinance and any additional landscape Improvements required by the City (Landscape Improvements).

(08) Temporary and permanent erosion and sediment control measures as required by the City's MS4 permit and the MPCA National Pollutant Discharge Elimination System construction stormwater permit (Stormwater Management Improvements).

(09) Survey Monuments. Durable iron survey monuments shall be set, pursuant to Minnesota Statutes, Section 505.02, Subd. 1, within one (1) year after recording of the final plat of the Subdivision. Developer shall provide, in writing, notice to the City a Surveyor's certification that all monuments have been set.

(10) Mailboxes, in a style and location approved by the City of Elk River Post Office, shall be provided prior to occupancy of any unit.

5. Additional Regulatory Approvals. All additional regulatory approvals required for construction of the Improvements or development of the Subdivision shall be obtained before commencement of construction on the Improvements. Additional approvals may include but are not limited to the Department of Health permits for water system modifications; Minnesota Pollution Control Agency permits for the extension of sanitary sewer or cluster on-site treatment systems; National Pollutant Discharge Elimination System permits for grading; Department of Natural Resources permits for water appropriations; Army Corps of Engineers permits for construction of sedimentation ponds; and City, County and/or State permits for access and work within existing road rights of ways.

6. Installation of Improvements. The Improvements will be installed at Developer's expense by Developer as hereinafter provided.

(01) Developer shall construct and install at Developers sole expense all Improvements necessary to fully complete the Development, including those Improvements identified in **Exhibit D**, attached hereto, except as may otherwise be set forth in this Agreement. The installation of the Improvements shall be in accordance with all applicable City ordinances, including the City subdivision ordinance, and shall be subject to review, approval, inspection and authorization by the City and/or its specialty consulting staff, as provided in this agreement.

(02) Deadline for Performance by Developer. Except as otherwise provided herein, Developer agrees to complete all Improvements and perform all other acts as are required by the Subdivision Ordinance, other applicable ordinances and the terms and conditions of this agreement, and Resolution No. 23-43, and to do so on or before October 31, 2024, with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between August 15 and October 15 the year following the base layer of asphalt construction. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

(03) Approval of Contractor. The City reserves the right to approve or disapprove any contractor selected by the Developer.

(04) Construction Plans. The construction, installation, materials and equipment shall be in accordance with plans and specifications prepared by a licensed professional engineer and approved by the City Engineer. Such plans and specifications shall be based upon such engineering surveys, including soil borings and material tests, determined to be necessary by the City Engineer.

(05) Supervision and City Services. Construction and installation plans and activity shall be reviewed by and subject to the supervision of the City. Developer will cause the contractor(s) to inform the City's representatives of the schedule to complete the Improvements as required in the approvals. City shall inspect all Improvements during and after construction for compliance with approved specifications. Developer will notify the City Engineer or his designee at such times during construction as the City Engineer requires for inspection purposes.

(A) The Developer shall instruct its engineer to provide adequate field inspection personnel to assure accurate record drawings can be produced and an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and an independent testing firm inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at the City with all parties concerned, including the City staff, to review the program for the construction work.

(B) Upon City Inspector observing unacceptable installation of improvements, the City shall notify the contractor or the developer to cease installation. The installation of the improvement shall not resume until agreement is reached between the City and the Developer on acceptable installation at the developers sole expense.

(06) Easements. The Developer shall convey to the City, prior to the final approval of plans and specifications and at no cost to the City, all permanent and temporary easements for the installation and maintenance of all Improvements determined to be necessary by the City. All such easements shall be in recordable form acceptable to the City and contain such terms and conditions as the City may prescribe.

(07) Insurance. Developer shall cause each contractor engaged in the construction and installation of any Improvement to furnish the City with evidence acceptable to the City showing insurance coverage (including workers' compensation, liability and property damage) in such amounts as are required for City construction contracts. Developer shall also maintain adequate liability insurance for public use of Streets, Sidewalk and other Improvements until such time as those Improvements are completed and accepted by City as provided herein, and shall hold the City harmless and indemnify the City from any liability arising out of the public's use of said Improvements until such time as those Improvements are completed and accepted by the City as provided herein.

(08) As Constructed Plans. Within thirty (30) days after the completion of the improvements and before the security is released, the Developer shall supply the City with a complete set of reproducible "as constructed" plans and an electronic file of the "as constructed" plans in an AutoCAD.dwg file or a .dxf file and .pdf formats, all prepared in accordance with City standards. All constructed public utilities shall be field surveyed after construction with all location, elevation, and data attributes information, deliverable to the City in an approved sub-foot accurate GIS/GPS format.

(09) City Acceptance. The City shall accept, at no cost, ownership of all Improvements provided that such Improvements have been constructed in compliance with the plans and specifications therefore and City requirements with respect thereto as determined by the City. No improvements will be accepted prior to all disturbed areas of the site being fully seeded and stabilized and functioning

in accordance with the approved construction and storm water management plans. Upon acceptance, all Improvements lying within the public easements or rights of way shall become City property without further notice or action.

(10) License. The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subdivision to perform all work and inspections deemed appropriate by the City in conjunction with the Development.

(11) Faithful Performance of Construction Contracts. Developer will fully and faithfully perform the installation and construction of the Improvements in accordance with the approved plans and specifications therefore and shall comply with all terms of any and all contracts entered into by the Developer for the installation and construction of all such Improvements, at no expense to the City.

(12) Warranty. Developer hereby warranties the workmanship and materials respecting such Improvements for a period of two (2) years following the City's final acceptance of the Improvements and agrees to repair or replace, as directed by the City, and at Developer's sole cost and expense, any work or materials that become defective, in the sole opinion of the City, within said two (2) year period even though notice thereof be given by the City after said two (2) year period.

(13) Deeds. The Developer will convey to the City Outlots A and D by warranty deed, free and clear and any encumbrances.

7. City Installed Improvements.

(01) The Subdivision will have no City installed Improvements.

8. Fees and Security for Developer's Performance.

(01) City Administration and Construction Observation Fees. Developer shall reimburse the City for all the City's costs and expenses incurred in the processing of the Subdivision and installation of improvements, including review of plans and construction observation and in regard to any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Development. Reimbursement shall be due and payable to the City within thirty (30) days following the receipt of a statement therefore. The Developer shall post a cash escrow in the amount of five percent (5%) of the estimated costs of the Improvements. This escrow will be drawn from as the project progresses to cover the City's ongoing costs and expenses relating to administration and construction observation of the Improvements. City administration will include, but is not limited to, supervision of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Construction observation shall include full to part time inspection of all work associated with the Improvements. Based on past experience it is estimated that an escrow of five percent (5%) shall be sufficient to cover the City related expenses associated with the work. Delays, change in work scope, contractor performance, etc. can all contribute to this amount not being sufficient. All City costs experienced in excess of the escrow are the responsibility of the Developer. These costs will be billed directly to the Developer and become due per the terms stated in Section 10. Upon acceptance of all completed improvements, as required by this agreement, any remaining balance will be returned to the developer within 30 days.

(02) Security for Developers Performance.

(A) No work shall be commenced under this Agreement, and the Final Plat of the Subdivision will not be released for recording, until the Developer has filed with the City a cash deposit or an irrevocable and unconditional Letter of Credit acceptable to the City, in the amount $3,856,841.00. Said Letter of Credit shall also provide that funds shall be paid to the City upon written demand of the City to the extent of default herein by Developer in the payment of any amount due or the performance of any other duty or obligation of Developer pursuant to this Agreement, including Developer's obligations to complete Improvements, to complete on-site Landscape Improvements, and to make payment of any amounts due hereunder.

(B) The security provided in accordance with the above may be released periodically upon receipt of an invoice identifying work completed to date. The amount released each period will equal the amount of work completed by the Developer by the date of submittal, except that:

(i) the security will not be released to an amount less than the amount of Developer's total indebtedness to the City pursuant to the terms of this Agreement,; and,

(ii) the security will not be released below fifty thousand dollars ($50,000) until all Improvements pursuant to this Agreement have been completed in full and all other obligations of Developer under this Agreement have been fulfilled.

(C) The Letter of Credit shall contain a provision that states that the Letter of Credit shall be automatically renewable annually unless the issuer of the Letter of Credit first gives the City 30 days written notice by certified mail of its intent not to renew the Letter of Credit. The letter of credit shall also contain a minimum initial period of 1 year. The Letter of Credit shall be a guaranty to the City that the Improvements and all other requirements set forth in this Agreement will be timely completed to the City's satisfaction. The Letter of Credit shall be maintained continuously by the Developer, except as reductions are authorized by the City, until the Improvements are completed to the City's satisfaction, including certification by the City engineer that all items are satisfactorily completed, pursuant to this Agreement. The Letter of Credit shall have no conditions and shall be subject to being drawn upon by the City upon any default including failure to pay contractors, subcontractors or costs or expenses owed to the City. If at any time the City shall draw upon the Letter of Credit, the Developer agrees that within 10 days upon being notified of such withdrawal by the City, Developer shall either pay the deficient amount in cash to the City or have the Letter of Credit restored to current amount

(03) Maintenance Bond. The Developer shall post maintenance bonds in the amount of twenty-five percent (25%) of final certified construction costs to secure the warranty in Section 6 (12) hereof. The City shall retain ten percent (10%) of the security posted by the Developer until the maintenance bonds are furnished to the City or until the warranty period expires, whichever first occurs. The retainage may be used to pay for warranty work, grading, erosion control, and as built survey escrow.

(04) Water Availability Charges. Developer shall pay the Water Availability Charge identified in the city's fee schedule at the time of Final Plat recording. The current amount is Thirty-One Thousand, Nine Hundred eighty and 00/100 dollars ($31,980.00), ($390 per lot). The balance of Water Availability Charges per unit shall be paid at the time of building permit, by the permit applicant.

9. Responsibility for Costs.

(01) Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subdivision, including but not limited to Soil and Water Conservation District charges, legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, the payment of fines and penalties imposed on the city as a result of non-compliance with any permit or failure to obtain necessary permits, and all costs and expenses incurred by the City in monitoring and inspecting development of the Subdivision.

(02) The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval of the Development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

(03) The Developer shall reimburse the City for costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.

(04) The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

(05) The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt development and construction within the Subdivision until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eighteen percent (18%) per year.

(06) In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), Municipal water connection charges, City sewer connection charges, and building permit fees.

10. General Provisions Binding Effect. The terms and provisions hereof shall be binding upon, and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or part of the Subdivision and shall be deemed covenants running with the land. References herein to Developer, if there be more than one, shall mean each and all of them. This Agreement shall be placed of record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Subdivision, and all recording fees, if any, shall be paid by the Developer.

(01) Severable. In the event that any portion of this Agreement shall be held invalid for any reason, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(02) Waiver. Any waiver, whether express or implied, by any party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

(03) Construction Times. All construction activities authorized by this agreement shall be confined to the following hours of operation:

Monday - Friday	7:00 AM until 9:00 PM
Saturday	8:00 AM until 5:00 PM (only with 48 hour advance notice to the City Engineer or their representatives)
Sunday	Not Allowed

This does not apply to activities that are required on a 24-hour basis such as dewatering, etc. Any deviation from the above hours is subject to approval of the City Council.

(04) Street Construction. No street construction will be allowed after October 15 or prior to May 15 unless approved by the City Engineer.

(05) Snowplowing. Until the Improvements are accepted by the City or an agreement expressly reached in advance, the developer is responsible for snow removal and ensuring access by Emergency Response equipment.

(06) Mailboxes. All mailboxes be clustered, and in a style and location acceptable to the City of Elk River.

(07) History. Any item or condition found that indicates the site is likely to yield information important to pre-history or history shall be reported to the city immediately, and the city reserves the right in such event, to stop work immediately until the subdivision is appropriately investigated and developer is authorized to recommence work.

11. Park Dedication. The approved preliminary plat includes 315 single-family homes, requiring a land dedication of 26.56 acres. The Developer will satisfy the park dedication requirements through a land dedication outlined in the approval of the preliminary plat, which approval requires dedication of a total of 27.37 acres of park land for the development. The proposed land dedication exceeds the required dedication by 0.81 acres and the overage will be credited to a future development on property immediately adjacent to and abutting the approved preliminary plat.

1.61 acres (26,551 square feet) of park land are required to be dedicated with this plat. However, the park dedication required for this plat shall be provided with a future phase of the development consistent with the requirements identified in the July 17, 2023, memo of the Community Development Director. Any future changes to the preliminary plat must include the dedication of __ acres of park land required for this plat.

12. Development Plan. A development plan **"Development Plan"** shall be submitted by Developer and approved by the City Engineer or his designee prior to issuance of any building permit within the Subdivision. The Development Plan will identify, for each lot in the Subdivision those items noted on the checklist attached as **Exhibit E** to this Agreement. Approval of the Development Plan may be contingent upon soil borings verifying elevations and compaction tests for proposed house pads.

13. Landscaping. Developer shall cause the homebuilder to install two over story (deciduous) trees in the boulevard of each Lot. All required trees shall be 2 inches in caliper.

(01) All residential landscaping requirements shall be completed prior to occupancy of the dwelling unit, or by June 1 following occupancy if occupancy occurs October 15 through May 31.

(02) In the event the landscaping, including trees and establishment of turf, is not complete at the time of Certificate of Occupancy, the City may issue a certificate of occupancy and require the

provision of a cash deposit from the builder of the lot to guarantee the successful completion of the landscaping improvement. The cash deposit shall be no less than $1,000.00. Upon 48 hour written notice to the Developer or current property owner; the City, its employees, agents or contractors shall have the right to go upon the property to complete the landscaping without permission of the owner of the property or lot, and shall not be liable for trespass. The City may also require a deposit as part of the building permit fee to secure compliance with the landscaping requirements.

14. Surface and Groundwater Management.

(01) Dewatering. Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

(02) Wetlands. If the Developer proposes the filling of wetlands in connection with development of the Subdivision, final plat approval is contingent upon, and the final plat shall not be recorded until, receipt of necessary permits from appropriate regulatory agencies to fill wetlands as proposed by the Developer and approval by the Technical Evaluation Panel of the proposed mitigation plan for wetlands filling. If these permits are denied, or approval of the wetland permit and mitigation plan is subject to conditions which significantly impact the Subdivision, the final plat for the Subdivision shall be resubmitted to the City Council for consideration of changes required for the wetland approvals. The City shall receive a copy of the monitoring report annually for three years.

(03) Erosion Control. Prior to initiating any work on the site, the erosion control plan, Plan B, shall be implemented by the Developer and inspected and approved by the City or other regulating authority. The City may impose additional erosion control requirements if they are deemed necessary to protect the downstream waters of the state. All areas disturbed by the grading operations shall be stabilized per the MPCA NPDES Stormwater Permit for Construction Activity and the City MS4 permit. Seed shall be in accordance with the City's current seeding specification which will include temporary erosion control measures to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and watered as necessary for seed retention and growth. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the MPCA NPDES Stormwater Permit for Construction Activity, the City MS4 permit, with the erosion control plan and schedule, or supplementary instructions received from the City or other regulating authority, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. The City shall invoice the Developer for corrective erosion control measures installed by the City. The Developer shall reimburse the City for any cost the City incurred for such work within thirty (30) days in accordance with Section 9 hereto, the City may draw down the letter of credit to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

(04) Grading. The Subdivision shall be graded in accordance with the approved grading development and erosion control plan, Plan B. The plan shall conform to City specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits (except up to three model home permits on lots acceptable to the Building Official per section 18), the Developer shall provide the City with an "as constructed" grading plan certified by a registered land surveyor or engineer that all storm water treatment/infiltration basins and swales, have been constructed on public easements or land owned by the City. The "as constructed" plan shall include

field verified elevations of the following: (a) cross sections of storm water treatment/infiltration basins; (b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and (c) lot corner elevations and house pads, and all other items listed in the City Code. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures, including full vegetation of entire site, are in place as determined by the City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Building Official for review prior to the issuance of building permits.

(05) Clean Up. The Developer shall clean dirt, debris, trash, and other refuse from all streets and adjacent properties that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns, until all requirements of this agreement have been satisfied. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

(06) National Pollutant Discharge Elimination System Requirements. Prior to the commencement of any work, the Developer shall provide a signed Storm Water Pollution Prevention Plan for City review and approval to control erosion from the site. Because the site is over one (1) acre, the Developer shall also apply for and obtain an NPDES permit from the Minnesota Pollution Control Agency.

(07) Municipal Separate Storm Sewer System Requirements. All stormwater management activities shall comply with the City MS4 permit.

15. Default.

(01) Remedies. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given written notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

(02) Acceleration on Default. In the event Developer, or its heirs, successors or assigns, violates any of the covenants and agreements herein contained, or fails to pay any amount due to the city, the City, at its option, in addition to its other rights and remedies, by written notice of default given to the Developer, may declare all amounts to be paid by the Developer pursuant to this Agreement, , due and payable in full, with interest in accordance with Section 9 hereto. If Developer fails to make payment in the amount and at the time specified in the City's notice of default to Developer, City may, at its option, draw on the security provided by Developer pursuant to Section 8 of this Agreement and/or commence legal action against Developer to collect the entire amount owed by Developer, including reasonable attorneys' fees. Developer shall be personally liable for such amounts due and, if more than one, such liability shall be joint and several.

16. Issuance of Building and Occupancy Permits.

(01) Building Permits.

(A) After the recording of the Final Plat, the Planned Unit Development Agreement, and this Agreement, the city may issue building permits for Lots 1 – 10, Block 6. Issuance of building permits will require documentation that all utilities have been installed, inspected, and approved in accordance with state and local standards.

(B) The City will not issue any building permit (a permit issued for construction of a structure to be sold and occupied by a new owner) for any lot or parcel in the Subdivision until all gas, electric, and large (public) utilities are installed and available for the individual parcel, and streets are paved throughout the subdivision with the first lift of pavement to the acceptance of the City Engineer. City will not issue a certificate of occupancy (said certificate will allow the structure to be transferred to a new owner for the purpose of permanent occupancy) for any building constructed on any lot or parcel in the Subdivision until all Improvements (except final lift of paving) are completed, approved by the City Engineer and accepted by the City. Temporary certificates of occupancy may be issued for sites with model permits; however, such certificates will not allow the structure to be transferred to a new owner for the purpose of occupancy.

(02) Notice to Homebuyers. If the Developer fails to comply with any of provisions of this Agreement, the City may refuse to issue a building permit or certificate of occupancy for any lot or parcel in the Subdivision. Developer agrees to advise purchasers of any lot or parcel within the Subdivision of the existence of this contract and the obligations and restrictions created herein prior to the completion of the sale. Further, Developer agrees to save and hold City harmless from any and all claims or actions arising from the right to withhold the issuance of such permits and certificates and from other provisions hereof.

17. Model Homes.

(01) The City will issue building permits for the construction of up to twenty (20) model homes on lots approved by the Building Official prior to completion of the public and private infrastructure, provided that access to the site for emergency vehicles is maintained at all times. City will not issue a certificate of occupancy (said certificate will allow the structure to be transferred to a new owner for the purpose of permanent occupancy) for any building constructed on any lot or parcel in the Subdivision until all Improvements (except final lift of paving) are completed, approved by the City Engineer and accepted by the City. Temporary certificates of occupancy may be issued for sites; however, such certificates will not allow the structure to be transferred to a new owner for the purpose of occupancy.

18. Miscellaneous.

(01) Filing of Final Plat and Developer Agreement. Before construction commences on the Improvements, the Final Plat of the Subdivision and this Developer Agreement must be filed and recorded and all necessary easements shall have been conveyed to the City, unless the City authorizes in writing the commencement of limited construction activities.

(02) Incorporation by Reference. The exhibits to this Agreement shall be and hereby are made a part of this Agreement by reference as fully as if set forth herein in full.

(03) No Replacement. This Agreement is in addition to and is not in replacement of the terms and conditions of the Petition for Public Improvements and Waiver of Right to Public Hearing and Right to Object relating to the Subdivision executed by Developer.

(04) Regulatory Compliance. The Developer represents to the City that the Subdivision complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the Subdivision until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

(05) Third Parties. Third parties shall have no recourse against the City under this Agreement.

(06) Breach. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

(07) Severability. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

(08) Damage to Improvements. If building permits are issued prior to the acceptance of Improvements, the Developer assumes all liability and costs resulting in delays in completion of public Improvements and damage to Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connections or inspections may be conducted and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with a bituminous surface, the utilities are completed, and the disturbed areas are seeded or stabilized and accepted by the City Engineer.

(09) Amendments. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

(10) Binding Contract. This Agreement shall run with the land and may be recorded against the title to the property. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the property; that there are no unrecorded interests in the property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.

(11) Insurance. The Developer and contractor shall acquire public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of their subcontractors or by one directly or indirectly employed by any of them. The insurance must be maintained until six (6) months after the City has accepted the Improvements. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,000,000 for each occurrence; limits for property damage shall be not less than \$200,000 for each occurrence; or a combination single limit policy of \$1,000,000 or more. The City shall be named as an additional insured on the policy on a primary and noncontributory basis, and the Developer and contractor shall file with the City a certificate evidencing coverage prior to the City signing the plat. The certificate shall provide that the City must be given ten (10) days advance written notice of the cancellation of the insurance.

(12) No Waiver. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

(13) Assignment. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

19. Notices. All notices and demands specified herein shall be deemed appropriately and timely given when delivered personally or deposited in the United States mail to the addresses hereinafter set forth by certified mail (return receipt requested). The addresses of the parties hereto are as follows until changed by written notice given as above:

If to the City at:	City of Elk River Attn: City Administrator 13065 Orono Parkway Elk River, Minnesota 55330
If to the Developer at:	U.S. Homes, LLC Attn: Joseph Jablonski 16305 36th Avenue N, Suite 600 Plymouth, MN 55446

[Remainder of page intentionally left blank]

[Signature pages to follow]

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be duly executed on this day and year first above written.

CITY OF ELK RIVER

By: ______________________________
John J. Dietz
Its: Mayor

By: ______________________________
Tina Allard
Its: Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF SHERBURNE)

This instrument was acknowledged before me this _____ day of _________________, ____, by John J. Dietz and Tina Allard, the Mayor and City Clerk, respectively, for the City of Elk River, Minnesota.

____
Notary Public

DEVELOPER:

By: ______________________________________
Jon Aune
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF ____________)

This instrument was acknowledged before me this _____ day of _________________, ____, by Jon Aune, Vice President of U.S. Home, LLC a Delaware limited liability company.

____
Notary Public

This instrument was drafted by:
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

EXHIBIT A

Resolution No. 23-43

EXHIBIT B

Legal Description

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

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

EXHIBIT C

Final Plat of BRADFORD PARK

EXHIBIT D

Cost Estimate Forms

EXHIBIT E

Development Plan Checklist

Development Plan Requirements

1. Lot and block numbers
2. Street Names
3. Storm sewer alignment with top and invert elevations. Also Flared ends with invert elevations
4. Centerline Street elevations at 100 foot stations with high and low points
5. Centerline street percent grades
6. Cul-de-sac percent grade along curb
7. Building setback lines
8. Final Contours
9. All proposed driveway slopes
10. House pads with house style and elevations
11. Front and rear lot corner elevations
12. Spot elevations at the rear of the house pads if the drainage is to be directed around the house pad to the front
13. Typical lot detail indicating where lot and house elevations are shown to.
14. Legend with type of house styles and grade difference for garage floor to walkouts or lookouts.
15. Lot dimensions to the nearest foot
16. Typical street section
17. Drainage arrows at high points and major grade changes
18. Existing and proposed easements
19. Emergency overflows should be labeled and shown with spot elevations and drainage arrows. Emergency overflows must be established for catch basins in the street and in rear yards. Areas along rear lot lines which are below emergency overflows elevations shall be designated as drainage easement on the final plat.
20. Wetland boundaries must be accurately shown
21. Development plan must be signed by a registered Land Surveyor or Engineer.
22. All trees within the subdivision that are to be preserved shall be fenced with a snow fence at the drip line to prevent grading, compaction, or storage of equipment, debris or materials. Staff shall inspect the fencing prior to grading. Cutting of trees between April 15 and July 15 shall not be permitted. The Operator shall take other measures deemed appropriate by the Sherburne County Forester to control oakwilt, such as, but not limited to: debarking or destroying fallen diseased trees prior to April 15, not leaving roots exposed and avoiding mechanical damage on remaining trees.

EXHIBIT F

Title Committment

EXHIBIT G

Preliminary Plat of BRADFORD PARK

EXHIBIT H

Summary of Payments Due

$148,335.31	City Fees Escrow Deposit	Section 8 (01)
$31,980.00	Water Availability Charge	Section 8 (04)
$180,315.31	**Total**	

Request for Action

To City Council	**Item Number** 7.1
Meeting Date December 2, 2024	**Prepared By** Lori Stich, Finance Manager
Item Description 2025 Budget and Tax Levy Resolution 24-73	**Reviewed by** Lori Stich Joe Stremcha Cal Portner Tina Allard

Action Requested

- Approve, by motion, the 2025 General, Special Revenue, and Enterprise Fund budgets.
- Adopt, by motion, Resolution 24-73 authorizing the property tax levy for collection in 2025.

Background/Discussion

In May, staff began the budgeting process by developing their 2025 department goals and budget requests. Over numerous work sessions, the City Council and staff reviewed in detail each department's operating budget and the property tax levy. In September, the Council approved the preliminary tax levy that was used to calculate the proposed property tax notice that was mailed to each property owner.

General Fund Budget

The 2025 General Fund budget is $22,210,100, compared to $21,570,600 in 2024. The largest portion of the city's General Fund operating budget is dedicated to public safety programs and services, with general government, public works, and parks and recreation making up the balance. Because city government is primarily a service industry, 77% of the operating budget is for personal service expenditures.

Tax Levy

On September 16, the City Council adopted the preliminary tax levy of $17,232,183. Since then, additional reductions of $388,000 have been made for a proposed tax levy of $16,844,183 for 2025.

The county estimates the city's Net Tax Capacity (NTC) will increase by about 1.7%, attributable to new growth and market value increases. The final NTC may change slightly as the county continues to update property values before calculating property taxes in early 2025. Based on the current NTC values, the proposed tax rate is 38.903%, an increase from last year's rate of 37.895%. The Minnesota legislature increased the Homestead Market Value Exclusion limit for 2025 from $413,800 to $517,200. Excluding over $100,000 of NTC from many residential properties increases the tax rate required for the levy.

The city accounts for about 38% of a homeowner's total property tax bill. The remainder is attributed to the county (36%), the school district (24%), and other jurisdictions (2%). For businesses, the city's share is about 28% of the total.

Primarily, the property tax levy (93%) funds city services such as police, fire, street maintenance, parks and recreation, and general government. The remaining 7% pays for debt service, tax abatement, and library operations.

<u>Special Revenue Fund Budget</u>
The FT Center budget is undergoing further revisions based on several changes for 2025 to be reviewed by the Multipurpose Facility Advisory Commission (MFAC) on December 9, 2024. The MFAC will recommend an amended budget for Council approval on December 16, 2024. Factors for 2025 changes include:

- Use of federal ARPA funds as revenue replacement with the sole purpose of those dollars funding hard surface improvement including concrete flooring, sportcourt, and turf alterations to enable the turf to be rolled and replaced seasonally for peak utilization periods.
- Revised revenue and expense projections for the Overlook Lounge using current market trends and established hours of operation.
- Revised revenue projections based on approved rates and projected facility rentals.

Financial Impact
Below is a summary of the proposed budgets Council has reviewed and to be approved:

	Revenues	Expenditures	Net Effect		
General Fund	$22,210,100	$22,210,100	$ -		
Special Revenue Funds:					
Library	$ 118,100	$ 118,100	$ -		
FTCenter	$ 1,803,300	$ 1,976,600	$ (173,300)		
Enterprise Funds:	Revenues	Expenditures	Depreciation	Capital	Net Effe
Sewer	$ 4,076,500	$ 3,031,700	$1,710,000	$ 343,000	$(1,008,2
Liquor	$ 8,784,000	$ 9,033,200	$ 70,000	$ -	$ (319,2
Garbage	$ 2,080,000	$ 1,957,700	$ -	$ -	$ 122,3
Storm Water	$ 705,000	$ 428,950	$ 500,000	$ 150,000	$ (373,9

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

Attachments
1. 2025 Final levy resolution
2. 2025 Budget Presentation

City of Elk River
City Council

Resolution 24-____

A Resolution of the City Council of the City of Elk River Adopting the Preliminary Property Tax Levy for Taxes Payable in 2025

WHEREAS, the Elk River City Council has reviewed the City's anticipated expenditures for all funds in 2025; and,

WHEREAS, the Elk River City Council has considered projected revenues for all funds in 2025; and,

WHEREAS, revenues from sources other than property taxes are not sufficient to meet anticipated expenditures of all funds; and,

WHEREAS, debt levies have been adjusted or cancelled based on revenue collections and projections.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows**:** The following amounts are the maximum to be levied as property taxes payable in 2025:

	Levy
General Fund	$15,626,050
Library	79,000
2020A GO CIP Bond	604,771
2021A GO CIP/Equipment Bond	394,123
Economic Development Tax Abatement	140,239
Total Tax Levy	$16,844,183

Passed and adopted this _____ day of ________ 2025.

____
John J. Dietz, Mayor

ATTEST:

____
Tina Allard, City Clerk

City Council

Truth in Taxation – 2025 Budget

Truth in Taxation Public Hearing

Purpose of Meeting

- Review 2025 Budgets:
  - General Fund
  - Special Revenue Funds
  - Enterprise Funds
- Property Tax Levy Overview
- Receive Public Comment
- Approve 2025 Budgets
- Adopt City Tax Levy

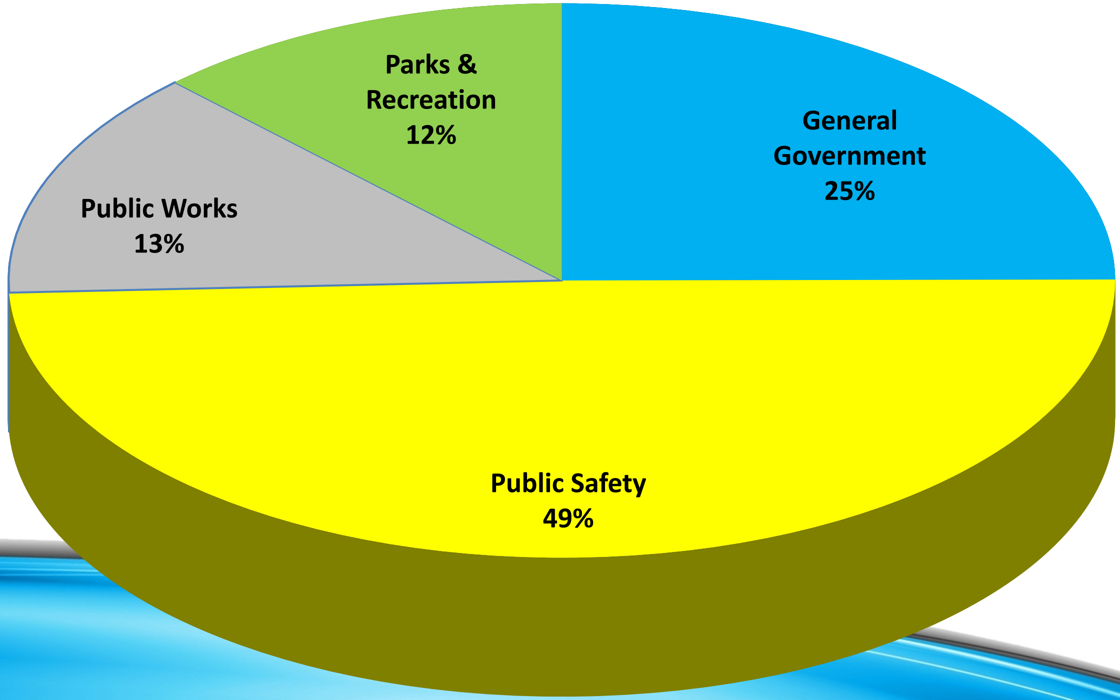
2025 General Fund Budget Summary

	2023 BUDGET	2024 BUDGET	2025 PROPOSED	% CHANGE	$ CHANGE
Revenues:					
Property Taxes	$13,893,000	$14,917,700	$15,626,050	4.7%	$708,350
Other Taxes	225,000	225,000	225,000	0.0%	$0
Licenses & Permits	1,004,300	1,008,200	974,200	-3.4%	($34,000)
Intergovernmental	634,000	659,000	778,000	18.1%	$119,000
Charges for Services	1,127,200	1,148,200	1,243,850	8.3%	$95,650
Fines	130,000	150,000	155,000	3.3%	$5,000
Other Revenues	275,000	330,000	361,000	9.4%	$31,000
Transfers In	3,201,500	3,132,500	2,847,000	-9.1%	($285,500)
Total Revenues	**$20,490,000**	**$21,570,600**	**$22,210,100**	**3.0%**	**$639,500**
Expenditures:					
General Government	$4,913,100	$5,349,400	$5,539,900	3.6%	$190,500
Public Safety	10,061,800	10,429,600	10,963,850	5.1%	$534,250
Public Works	2,771,500	3,039,750	2,969,800	-2.3%	($69,950)
Parks & Recreation	2,743,600	2,751,850	2,736,550	-0.6%	($15,300)
Total Expenditures	**$20,490,000**	**$21,570,600**	**$22,210,100**	**3.0%**	**$639,500**

City of Elk River

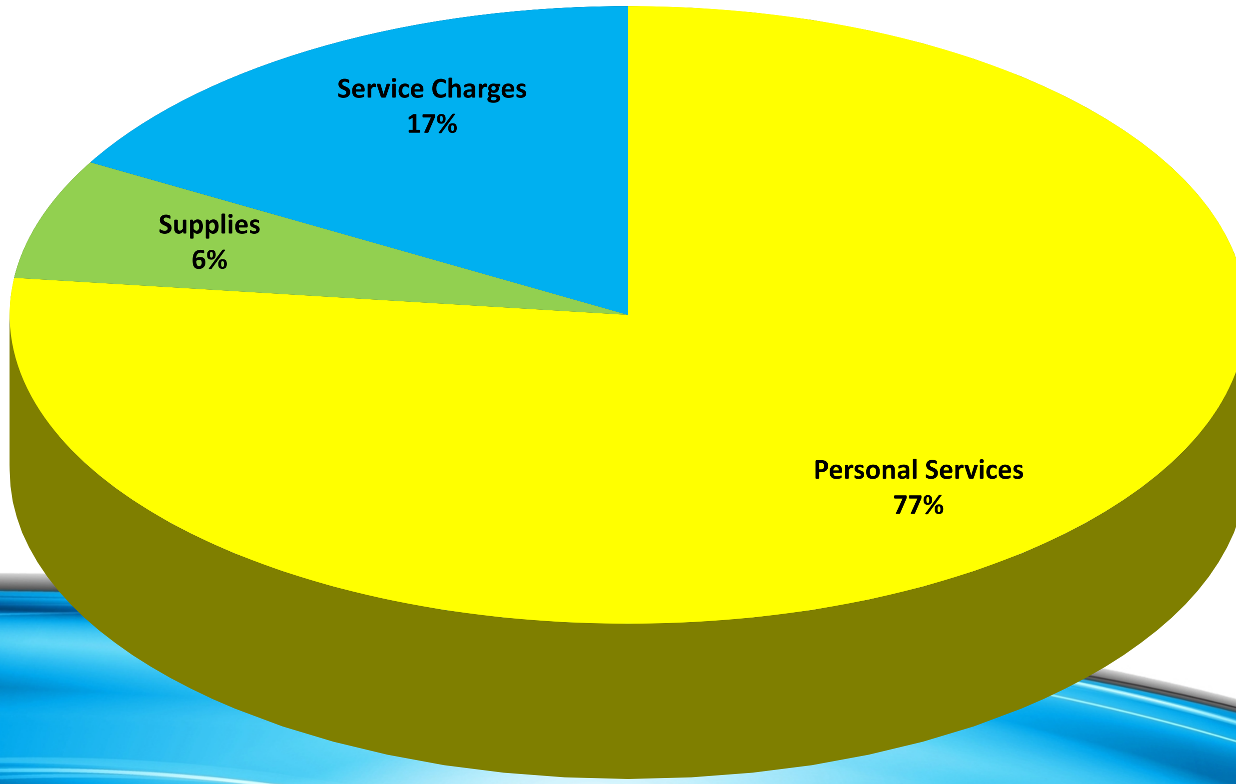
General Fund Expenditures – by Function

EXPENDITURES:	2023 BUDGET	2024 PROPOSED	2025 PROPOSED
General Government	$ 4,913,100	$ 5,349,400	$ 5,539,900
Public Safety	10,061,800	10,429,600	10,963,850
Public Works	2,771,500	3,039,750	2,969,800
Parks & Recreation	2,743,600	2,751,850	2,736,550
TOTAL	$20,490,000	$21,570,600	$22,210,100

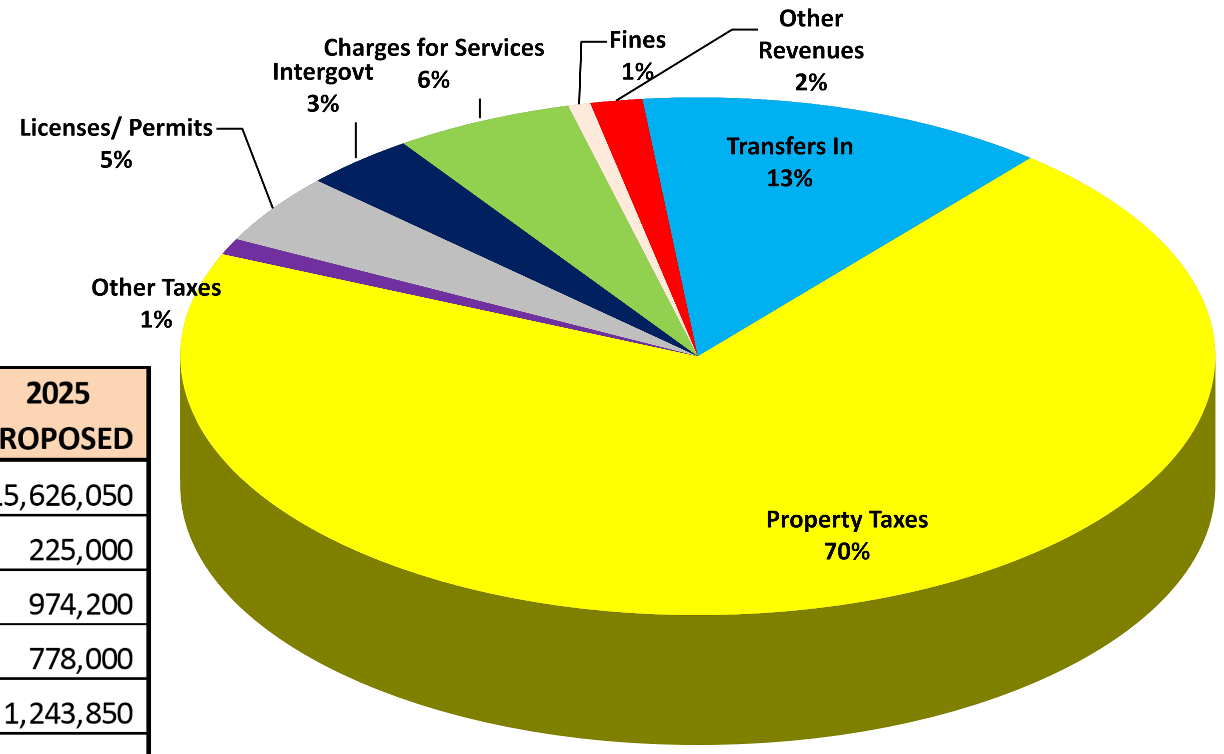


General Fund Expenditures – by Category

EXPENDITURES:	2024 BUDGET	2025 PROPOSED	CHANGE
Personal Services	$16,448,200	$16,999,000	$550,800
Supplies	1,482,300	1,394,150	($88,150)
Service Charges	3,524,150	3,707,050	$182,900
Debt Service	115,950	109,900	($6,050)
TOTAL	**$21,570,600**	**$22,210,100**	**$639,500**



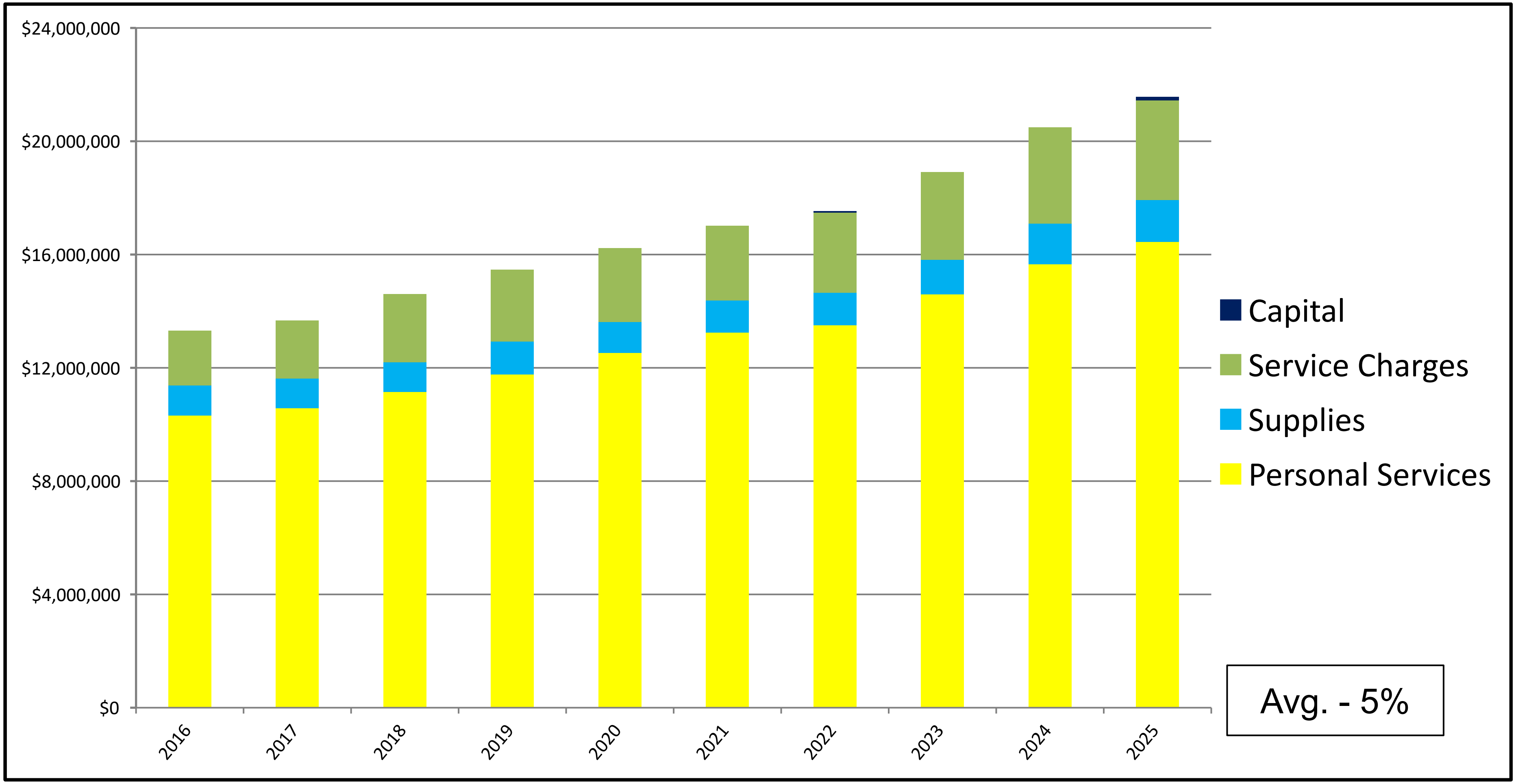
General Fund Revenues – by Source



REVENUES:	2024 BUDGET	2025 PROPOSED
Property Taxes	$14,917,700	$15,626,050
Other Taxes	225,000	225,000
Licenses & Permits	1,008,200	974,200
Intergovernmental	659,000	778,000
Charges for Services	1,148,200	1,243,850
Fines	150,000	155,000
Other Revenues	330,000	361,000
Transfers In	3,132,500	2,847,000
TOTAL	**$21,570,600**	**$22,210,100**

City of Elk River

General Fund Budget History



City of Elk River

Other Budgets – Special Revenue Funds

	LIBRARY	FTCENTER
REVENUES:		
Property Tax	$ 84,600	$ -
User Fees	-	1,799,300
Other	5,500	4,000
Transfers In	28,000	-
Fund Balance Reserves	-	-
TOTAL REVENUES	**118,100**	**1,803,300**
EXPENDITURES:		
Personal Services	-	927,900
Supplies	12,000	254,650
Service Charges	106,100	652,300
Capital	-	141,750
TOTAL EXPENDITURES	**118,100**	**1,976,600**
NET CHANGE	**$ -**	**$ (173,300)**

FT Center Budget

- Undergoing further revisions based on several changes for 2025 to be reviewed by the Multipurpose Facility Advisory Commission (MFAC) on December 9, 2024.
- The MFAC will recommend an amended budget for Council approval on December 16, 2024.

Other Budgets – Enterprise Funds

	SEWER	LIQUOR	GARBAGE	STORM WATER
REVENUES:				
Sales	$ -	$ 8,640,000	$ -	$ -
Cost of Sales	-	(6,235,750)	-	-
Gross Profit	-	2,404,250	-	-
User Charges	2,745,000	-	2,070,000	675,000
Other Revenue	1,331,500	144,000	10,000	30,000
TOTAL REVENUES	**4,076,500**	**2,548,250**	**2,080,000**	**705,000**
EXPENDITURES:				
Operating Expenditures	2,243,550	1,697,450	1,897,700	303,950
Depreciation	1,710,000	70,000	-	500,000
Capital	343,000	-	-	-
Transfers Out	180,000	1,100,000	60,000	275,000
Debt Service	608,150	-	-	-
TOTAL EXPENDITURES	**5,084,700**	**2,867,450**	**1,957,700**	**1,078,950**
NET CHANGE	**$ (1,008,200)**	**$ (319,200)**	**$ 122,300**	**$ (373,950)**

City of Elk River

Your Property Tax: Who Determines It?

State Legislature

Establishes property classes/class rates, determines the levels of state aid, levies state business tax, and sets levy limits

County Assessor

Determines market value and assigns property class

Taxing Jurisdictions

Determines levy amount (Overall budget amount and the portion to be raised through property taxes)

City of Elk River

Property Tax Valuation Example

Estimated Market Value Increased by 30%

Homestead Exclusion Rate Reduced by 51%

Taxable Market Value Increased by 34%

PROPOSED TAXES 2025

THIS IS NOT A BILL. DO NOT PAY.

VALUES AND CLASSIFICATION

Step	Taxes Payable Year	2024	2025
1	Estimated Market Value:	$263,000	$340,000
	Homestead Exclusion:	$13,570	$6,640
	Other Exclusion/Deferrals:	N/A	N/A
	Taxable Market Value:	$249,430	$333,360
	Property Classification:	RES HMSTD	RES HMSTD

Market Value Questions?

- **Contact Sherburne County Assessor**
- **Attend Local Board of Review Public Hearing (Spring 2025)**

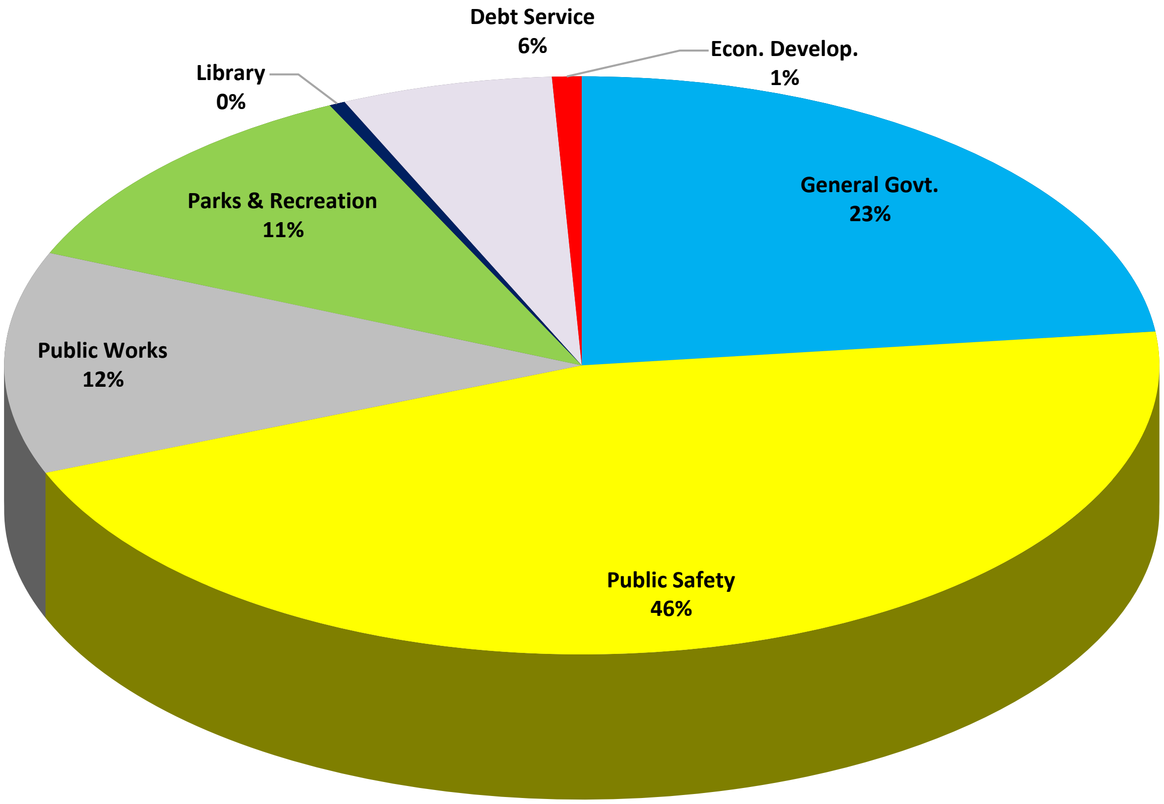
City of Elk River

City Tax Levy

Levy Component	2024 Levy	2025 Preliminary	2025 Proposed	Change from 2024 Amount	Change from 2024 Percent
General Fund	$14,917,700	$16,014,050	$15,626,050	$708,350	4.7%
Library	79,000	79,000	79,000	0	0.0%
Debt Service	100,732	998,894	998,894	898,162	891.6%
Tax Abatement	139,000	140,239	140,239	1,239	0.9%
Total	**$15,236,432**	**$17,232,183**	**$16,844,183**	**$1,607,751**	**10.6%**
NTC Valuation	**$42,584,195**	**$43,298,194**	**$43,298,194**	**$713,999**	**1.7%**
Tax Rate - City	**37.895%**	**39.799%**	**38.903%**	**1.008%**	

City of Elk River

Tax Levy by Use



Municipal Liquor Reduces Our Tax Levy Impact

- 100% of all proceeds are reinvested into our community and this reduces our tax levy.
- In 2025, our liquor operations will provide $1,100,000 in governmental fund transfers.
- In 2022, Elk River was ranked #8 out of 176 municipal liquor operations gross sales.

The 2023 Minnesota Municipal Liquor Store Report will be published December 2024.

Ranking	Name of City	Type of Store	Foot-notes	Population	Sales ($)	Cost of Sales ($)	Gross Profit Amount ($)	Gross Profit Percent of Sales
1	Lakeville	Off-Sale Only	---	73,828	21,894,980	16,008,561	5,886,419	26.9%
2	Edina	Off-Sale Only	---	54,048	14,427,474	10,010,262	4,417,212	30.6%
3	Richfield	Off-Sale Only	---	36,543	14,200,736	10,659,157	3,541,579	24.9%
4	Eden Prairie	Off-Sale Only	---	64,023	12,067,226	8,450,887	3,616,339	30.0%
5	Apple Valley	Off-Sale Only	---	55,673	10,882,866	7,630,825	3,252,041	29.9%
6	Columbia Heights	Off-Sale Only	---	21,592	9,338,869	7,025,816	2,313,053	24.8%
7	Detroit Lakes	Off-Sale Only	---	10,119	8,916,748	6,498,162	2,418,586	27.1%
8	Elk River	Off-Sale Only	---	27,001	8,531,414	6,191,510	2,339,904	27.4%
9	Bemidji	Off-Sale Only	---	15,947	8,366,668	5,740,598	2,626,070	31.4%
10	Alexandria	Off-Sale Only	---	15,263	7,973,675	6,034,273	1,939,402	24.3%

Tax Capacity Rates

ENTITY	2024 ACTUAL	2025 PRELIMINARY	2025 PROPOSED	Change from 2024
City	**37.817**	**39.079**	**38.903**	1.086
EDA	0.975	1.000	**1.000**	0.025
HRA	1.031	1.030	**1.030**	-0.001
County	36.597	38.226	**38.226**	1.629
School	23.924	25.204	**25.204**	1.280
Total Tax Rate	**100.344**	**104.539**	**104.363**	**4.019**

**City, county, and school comparison are estimates only.

Property Tax Dollar Distribution

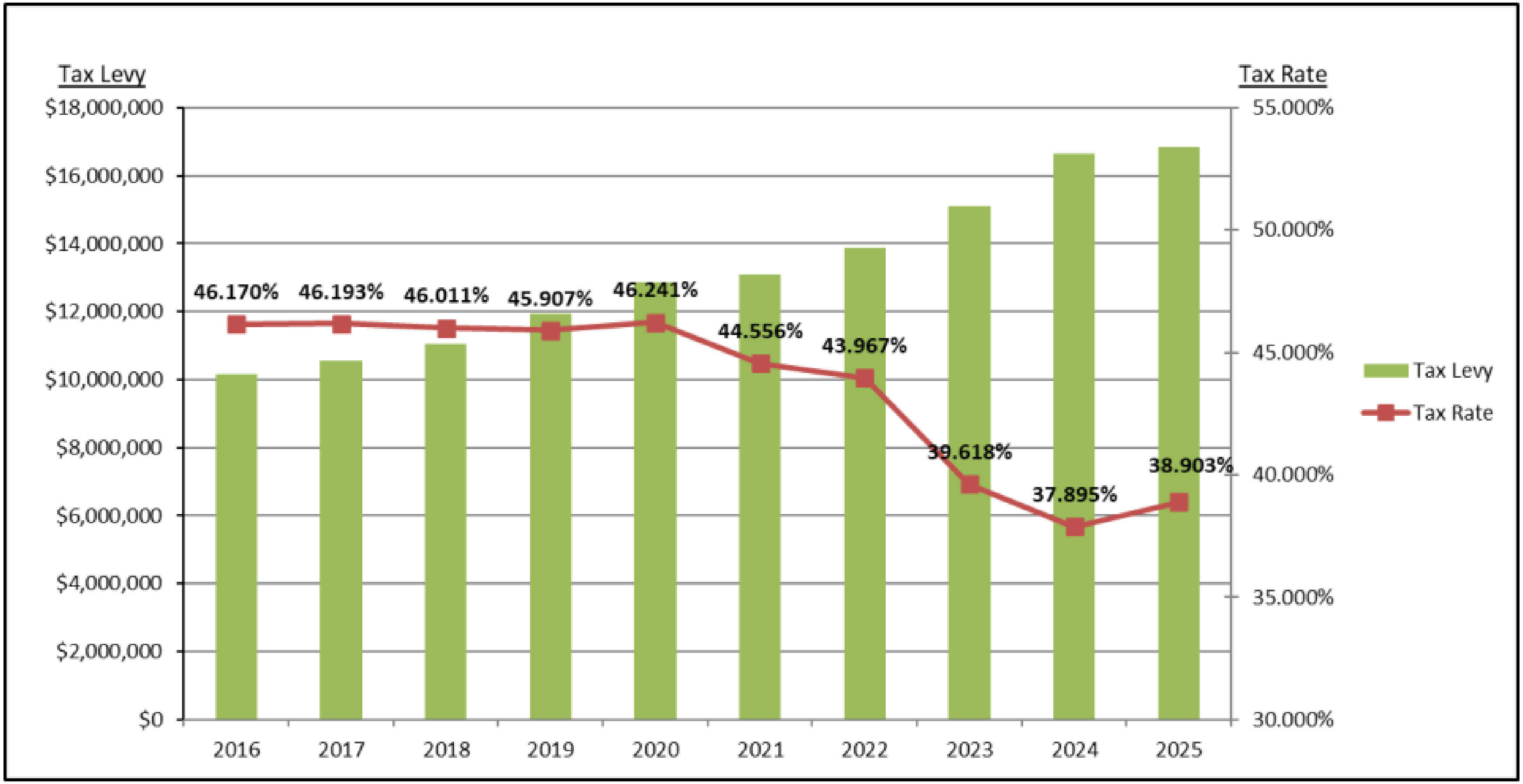
City
$0.37

County
$0.37

School
$0.24

Other
$.02

Tax Levy - Tax Rate History



City of Elk River

Estimated City Tax Impact

Residential (Homestead): With Valuation Change Impact

Estimated Property Value		Value Change	Market Value Exclusion		Tax Capacity Value		Estimated City Tax Tax Capacity Rate		Dollar change	Percent change
							37.817%	38.903%		
2024	2025		2024	2025	2024	2025	2024	2025		
$346,800	$346,800	0.0%	$6,028	$15,338	$3,408	$3,315	$1,289	$1,289	$0	0.0%
$571,100	$571,100	0.0%	$0	$0	$5,711	$5,711	$2,160	$2,222	$62	2.9%
$546,800	$602,800	10.2%	$0	$0	$5,468	$6,028	$2,068	$2,345	$277	13.4%
$345,500	$360,200	4.3%	$6,145	$4,822	$3,394	$3,554	$1,283	$1,383	$100	7.8%
$243,800	$260,900	7.0%	$15,298	$13,759	$2,285	$2,471	$864	$961	$97	11.2%
$315,700	$329,200	4.3%	$8,827	$16,922	$3,069	$3,123	$1,161	$1,215	$54	4.7%
$340,300	$358,100	5.2%	$6,613	$14,321	$3,337	$3,438	$1,262	$1,337	$75	5.9%
$340,300	$340,300	0.0%	$6,613	$15,923	$3,337	$3,244	$1,262	$1,262	$0	0.0%

** Median Value Home

* As property value increases, the market value exclusion is phased out at $517,200 & over. (This is an increase from $413,800 & over in 2024.)

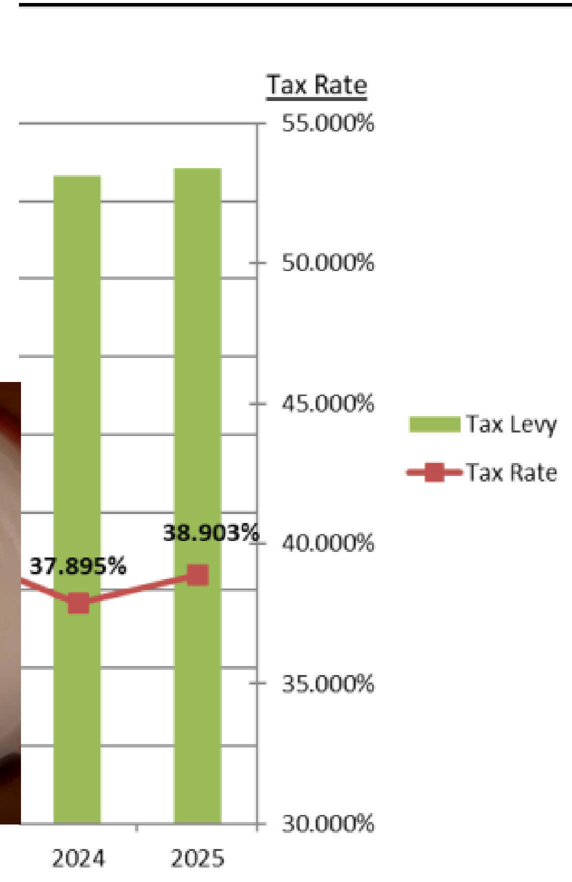
City of Elk River

PROPOSED TAXES 2025

THIS IS NOT A BILL. DO NOT PAY.

Step	VALUES AND CLASSIFICATION		
	Taxes Payable Year	2024	2025
1	Estimated Market Value:	$263,000	$340,000
	Homestead Exclusion:	$13,570	$6,640
	Other Exclusion/Deferrals:	N/A	N/A
	Taxable Market Value:	$249,430	$333,360
	Property Classification:	RES HMSTD	RES HMSTD

Tax Rate Impact on Taxable Market Value



City Council Next Steps

Receive public comment regarding budget/levy	Approve 2025 General, Special Revenue, and Enterprise Fund budgets	Adopt 2025 City Property Tax Levy

Questions?

Request for Action

To
City Council

Item Number
8.1

Meeting Date
December 2, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Mayoral Appointments for Advisory Boards

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the selections made at tonight's meeting. It is recommended that the liaison appointments have a term expiration of December 31, 2026, and the voting rights appointments as outlined below.

Background/Discussion
Mayor Dietz will recommend appointments for the various advisory boards.

Liaison Appointments

- Heritage Preservation Commission
- Parks and Recreation Commission
- Planning Commission

Voting Appointments (Council Representatives)

- Economic Development Authority (term expiration of December 31, 2028)
- Economic Development Authority (term expiration of December 31, 2028)
- Housing and Redevelopment Authority (term expiration of December 31, 2026)
- Multipurpose Facility Commission (term expiration of February 28, 2025)
- Elk River Municipal Utilities Commission (term expiration of February 28, 2026). This can be a council representative or a member of the public because the city ordinance states that up to two council members can serve on the commission.
- Region 7W Transportation Policy Board

Additional Information

- EDA Chair Dan Tviete will complete his term on the commission this year. There will be an additional vacancy on this board (term expiration of December 31, 2029).

- Fire Relief appointments are typically made at the first meeting in January and, historically, the mayor has served this role.
- The mayor currently serves on the Elk River Municipal Utilities with a term ending February 28, 2025. If a reappointment is made tonight, it is recommended to run the term to when the council election term is up.

Financial Impact
N/A

Mission/Policy/Goal
Appropriately govern in an ever-changing environment.

Attachments
None

Request for Action

To
City Council

Item Number
8.2

Meeting Date
December 2, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by
Cal Portner
Tina Allard

Action Requested
Review work session items listed below and identify future work session topics.

Background/Discussion
Work sessions will be added to the end of regular meetings on the first and third Mondays as needed. At the first Council meeting of each month, staff will present a list of future work session topics for Council review.

Proposed work session topics are as follows:

- Fire Station 1 Facility Funding
- Public Safety Grant Expenditure update
- Review of zoning north of 197th Ave and gravel mining area following Highway 169 construction
- Multipurpose Facility Advisory Commission chapters and bylaws discussion

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow, meet changing needs (agile), and ethical, efficient, and responsible.

Attachments
None

Request for Action

To
City Council

Item Number
9.1

Meeting Date
December 2, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by
Cal Portner
Tina Allard

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion
The Mayor and Councilmembers serve as liaisons to multiple committees and commissions. The first meeting of the month provides an opportunity for the Council to provide updates on the work of those committees and commissions.

- **Energy City Commission** – CM Grupa
- **Multipurpose Facility Commission** – CM Wagner
- **Housing and Redevelopment Authority -** CM Wagner
- **Heritage Preservation Commission** – CM Grupa
- **Parks and Recreation Commission** – CM Beyer
- **Planning Commission** – CM Westgaard
- **Utilities Commission** – CM Westgaard
- **Region 7W** – Mayor Dietz

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission

Attachments
None

Request for Action

To
City Council

Item Number
11.1

Meeting Date
December 2, 2024

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

Item Description
FT Center - Electrical Improvements in the Field House

Reviewed by
Cal Portner
Tina Allard

Action Requested
Discuss making electrical improvements to the FT Center Field House.

Background/Discussion
The FT Center is the backup site for the Summer Concert Series. The proposed $8,200 electrical improvements will provide sufficient power to the Field House to enable it to host concerts and other high-energy-consuming events.

Cornerstone Automotive Arena has proven to provide insufficient sound quality to meet expectations and sound dampening improvements to reduce the echoing in the arena is estimated to be $222,282.

Financial Impact
The funding source for these revocations will be the GRE Fund with a balance of $630,979.

Mission/Policy/Goal
Meet changing needs - agile

Attachments
1. Est_5562_from_Andys_Electric_Inc._97656
2. 2025 Furniture and Things Arena Sound Dampening-Proposal V.1 10.17.24

RESIDENTIAL
COMMERCIAL
INDUSTRIAL WIRING

Estimate

DATE	ESTIMATE #
2/5/2024	5562

NAME / ADDRESS

Furniture & Things Event Center
1000 School St
Elk River MN 55330

PROJECT LOCATION

Furniture & Things Event Center
1000 School St
Elk River, MN 55330

QTY	DESCRIPTION
	Estimate to provide and install as listed below
1	State Electrical Inspection fee included for the work as listed
1	$8000
	Feeder from HN-1 panel to feed 30KVA transformer Set 100a main breaker panel with 30 spaces to feed the new 50a outlet and 100a disconnect 100 amp disconnect 1Phase 208 volt installed in field house

Thank you for your business!

SIGNATURE ______________________

$8,200.00

PROPOSAL

2025 Furniture and Things Arena Sound Dampening

City of Elk River
1000 School St
Elk River, MN 55330

Project #: 3-4-9006
Revision: 0
Modified: 10/17/2024

Presented By:

Electronic Design Company

3225 E Hennepin Ave.
Minneapolis, MN 55413 US
612-355-2300
http://www.edcsolutions.com/

CRITICAL COMMUNICATION SOLUTIONS

SCOPE OF WORK

Electronic Design Company (EDC) is pleased to provide the following quote.

The sections below outline our proposed design assumptions, scope of work, responsibilities of both EDC and the facility, project costs and our general terms and conditions.

Thank you for considering Electronic Design Company for your project. We look forward to working with you on this project and in the future.

Scope of Work:

- The project will be separated into two sections, with the second step only being necessary if the first doesn't achieve a satisfactory result.
    - The first step is to hang acoustic baffles above the ice sheet, spanning the width (plus a little bit) of the ice. There are (14) bays that show as being clear of obstruction in the plans that were sent, so each of those bays will have a line of 4' high baffles hanging in them (130' width). These panels will be suspended on aircraft cable with adjustable clamps to allow for the panel to be centered within the spacing between the trusses and even with the bottom. Panel pricing is dependent upon color for these baffles, so a slight adjustment may be necessary once a color is selected, but the pricing in the estimate is based on White. There is a lift included for this installation. It is assumed that the surface will be cleared for the installation and that no covering is required. If the ice sheet is still in place it is recommended that plywood be put down to protect the ice and plumbing, this will require a changeorder or the client can provide suitable protection.
    - The second step, if the reverb/echo control provided by the first step is not adequate once the baffles are installed, involves covering 50% of the wall surface area in the upper ring walkway. The panels will be installed on impaler clips which are glued to the surface with construction adhesive and the panels are pushed onto these clips. These panels are priced as being unpainted and instructions for custom painting are available (there are limitations in paint type and application methods). The panels themselves are 4' by 8' and can be spaced throughout the area to cover approximately 50% of the surface area of the side walls.

Electronic Design Company shall:

- Provide and install all equipment as designed.

* Price Includes Accessories

- Provide and install all wire, except ground wire.
- Provide all final connections at system head-end.
- Perform check-out and testing of system being installed.
- Provide the owner with manuals and instruction.
- Provide five-year warranty on parts and labor.

Client or their Subcontractors shall:

- If the client has a suitable lift, the expense for the lift rental can be removed.
- The wall panels are custom paintable and come primed white. Client is responsible for painting (following instructions from manufacturer).

Electronic Design Company will not be responsible for lost time or delays due to other parties or failure to gain access to work areas or systems. Unless other hours have been negotiated, all work will be completed during the normal business hours of 7:00 am and 3:30 pm, with the exception of normal holidays. Scheduling is subject to available personnel and product availability. Extra charges will be incurred by the customer if the project needs to be completed sooner than what is stated in the contract.

Terms & Conditions:

- Price is good for 30 days and includes applicable taxes.
- Price is F.O.B. job site.
- Payment terms are NET 15 DAYS on a progressive billing basis. Electronic Design Company reserves the right to bill for materials stored off site with NET 15 DAY terms.
- Should the project extend more than one year from contract date, EDC reserves the right to charge the client for any increases in equipment or labor in the form of a change order.
- Electronic Design Company will not be responsible for lost time or delays due to other parties or failure to gain access to work area.

The design and/or intent of the above listed system specification is owned by Electronic Design Company and will not be disclosed to any party other than those intended by Electronic Design Company. Disclosure of this design/intent will subject the proprietor to consultant fees equivalent of 10% of the above listed design/build quotation. All materials are guaranteed to be as specified. All work to be completed in a competent manner according to standard practices. Any alteration or deviation written or verbal from the above specifications involving extra costs will be executed and will become an extra charge over and above the quotation. All agreements are contingent upon strikes, accidents, or delays beyond our control. Thank you for considering Electronic Design Company (EDC) for this project, we are pleased to be of service to your organization.

* Price Includes Accessories

HANGING ACOUSTIC BAFFLES

(1)	Rental of mast-boom style equipment lift
(1)	Labor to be on-site for acoustic baffle delivery.
(182)	Hanging acoustic baffle. Size: 120" W x 48" H Thickness: 2" Edge: SewnFinish: Vinyl film Color: TBD Suspension: Stainless steel grommets on top edge
(1)	Travel (typical) Travel Time and Expenses

HANGING ACOUSTIC BAFFLES TOTAL: $168,580.94

WALL-MOUNTED ACOUSTIC PANELS

(1)	Labor to be on-site for acoustic panel delivery.
(56)	Wall mounted acoustic panel. Size: 48" x 96" Thickness: 1" Edge: Square, hardened Finish: Paintable facing Color: Natural white
(1)	Travel (typical) Travel Time and Expenses

WALL-MOUNTED ACOUSTIC PANELS TOTAL: $53,701.82

* Price Includes Accessories

SUMMARY

Project Grand Total:	**$222,282.76**

Client: **Tony Siebert** **Date**

Client-Billing/Accounts Payable Address

Contractor: **Electronic Design Company** **Date**

* Price Includes Accessories