



City Council

Regular Meeting & Work Session Agenda

Monday, December 16, 2024
6:00 PM or immediately following
the EDA meeting
(whichever is later)
Elk River City Hall

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

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 December 2, 2024, Council Minutes

4.2 Check Register

4.3 Resolution 24-74 and Agreements 24-32 and 24-33 Subordination of Restrictive Covenants for Dove Tree Apartments

4.4 Ordinance 24-25 Repealing Division 8 to Dissolve the Energy City Commission

4.5 Resolution 24-75 Accept Donations from Woodland Trails Patrons

4.6 Resolution 24-76 Accept Donation from Zimmerman Fire Relief Association

4.7 Resolution 24-77 Approving an Amendment to the Minnesota Municipal Power Association Agency

4.8 City Council Committee Assignments and Terms

4.9 Housing and Redevelopment Authority Appointment

4.10 Agreement 24-34: Flock Safety Group for License Plate Recognition Technology

4.11 Amendment No. 1 to Agreement 23-27 for Plants and Things Naming Rights

4.12 Agreement 24-35 Lion John Weicht Park Lease with Elk River Youth Hockey Association

4.13 Agreement 24-36 with Social Indoor Advertising for the Community Center

4.14 Proclamation: Jeff Prehatney Day

4.15 Proclamation: Mike Suchy Day

4.16 Resolution 24-78 Updated Final Plat of Bradford Park Second Addition

4.17 Resolution 24-79: 2025 Compensation Plan for Non-Organized Employees

4.18 Master Labor Agreement 24-37 with Law Enforcement Labor Services Local 271

4.19 Pay Estimates

4.20 Agreement 24-38 with Axon

4.21 Meadowwoods Village Sewer Connection (Agreement 24-39)

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

6.2 Proclaim December 16, 2024, as Elk River High School Football "Team 133" Day

6.3 Recognition of Councilmember Matt Westgaard

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 Northstar Truck & RV Parking - Zone Change & Conditional Use Permit

7.2 Ordinance 24-26 : Adopt 2025 Master Fee Schedule
Resolution 24-80 Summary Publication of Ordinance 24-26

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 FT Center 2025 Budget

8.2 2025 Meeting Calendar: City Council and Advisory Boards

8.3 Resolution 24-81 Voter Referendum Required for Utility Disposition

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

Work Sessions are less formal meetings to encourage dialog. Official action or votes are not typically taken. At the

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



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

10.1 Discuss No Parking Designation on Local Streets

11. MOTION TO ADJOURN

12. INFORMATION

12.1 Financial reports - October

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**Meeting of the City Council
Held at the Elk River City Hall
Monday, December 2, 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, Business Services Director/Assistant City Administrator Joe Stremcha, Human Resources Manager Lauren Wipper, and Records Specialist Katie Porath.

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the agenda. Motion carried 5-0.

4. CONSENT AGENDA

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

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

Leo Dombrovski, 834 Xenia Ave, asked if a traffic study was done after work on Highway 169 was completed. He commented that the turn lane backs up on Highway 10 turning left onto Highway 101. He said the stop lights going through town on TH 10 are not coordinated. He also asked if there were any funds to replace the west side of the Highway 101 bridge over Highway 10.

Mayor Dietz stated MnDOT installed the J-Turns and referred Mr. Dombrovski to the City Engineer to discuss his traffic concerns.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

There were no presentations, awards, or recognitions.

7. PUBLIC HEARINGS

7.1 2025 Budget and Tax Levy Resolution 24-73

The staff report was presented.

Mayor Dietz opened the public hearing.

Barb Mueller, 19855 Polk St NW, expressed frustration with her tax increase.

Mayor Dietz closed the public hearing.

Moved by Councilmember Grupa and seconded by Councilmember Beyer to approve the 2025 General, Special Revenue, and Enterprise Fund budgets. Motion carried 5-0.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adopt Resolution 24-73 authorizing the property tax levy for collection in 2025. Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Mayoral Appointments for Advisory Boards

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the appointment of Matt Westgaard as citizen representative to the Economic Development Authority (EDA) for a six-year term. Motion carried 5-0.

Moved by Councilmember Beyer and seconded by Councilmember Grupa to approve the appointment of Matt Westgaard to the Utility Commission for a three-year term. Motion carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to extend the term of Mayor Dietz on the Utility Commission until the end of his council term, December 31, 2026. Motion carried 5-0.

Mayor Dietz assigned the following:

- Planning Commission - Councilmember Wagner
- Multipurpose Facility Advisory Commission - Councilmember Beyer
- Parks and Recreation Commission - Councilmember Grupa
- Heritage Preservation Commission and Economic Development Authority - incoming Councilmember J. Brian Calva

Mayor Dietz proposed that he replace Councilmember Wagner on the Housing and Redevelopment Authority (HRA) for the remaining two years of her term.

Moved by Councilmember Westgaard and seconded by Councilmember Beyer to approve the replacement of Councilmember Wagner on the HRA with Mayor Dietz for the remaining two years of her term. Motion carried 5-0.

8.2 Discuss Work Session Items

Mayor Dietz asked about the report on Fire Station #1. Mr. Portner stated the results from the consultant may be available by spring 2025.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

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

Mayor Dietz asked where funding would come from to purchase land for park acquisition. Mr. Portner stated the funds could come from the Park Dedication Fund, the Park Improvement Fund, the Liquor Operations fund balance, a general tax levy, or the balance of the GRE Fund. After the Parks and Recreation Commission tours potential land acquisitions, they will compile their findings, including potential costs, and provide them to the Council for consideration to add them to the Master Plan.

10. MOTION TO ADJOURN REGULAR MEETING

The regular meeting adjourned at 7:15 p.m.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adjourn the regular meeting and move into work session. Motion carried 5-0.

Mayor Dietz called the work session to order at 7:17 p.m.

11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

11.1 FT Center - Electrical Improvements in the Field House

Mayor Dietz stated previous concerts held in the Cornerstone Arena had poor audio, but events held in the Fieldhouse seemed easier to hear. He believes the electrical improvements would be a good investment.

Councilmember Wagner expressed concerns about the chairs damaging the turf.

Councilmember Westgaard asked about the last-minute scheduling of the Field House. Mr. Stremcha stated the Field House is reserved for a period of time for every concert date, regardless of whether it is used as a rain backup or not. Although summer Field House rental rates are lower than winter rates, this is an additional cost for each concert.

The Council asked about progress on a hard surface floor for the Field House. Mr. Stremcha stated that Community Event Center Manager Katie Harstad is working on solutions.

Mr. Portner recommended using the unspent 2024 General Fund balance to pay for the electrical improvements with GRE funds as a backup.

The Council adjourned the work session at 7:27 p.m.

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."

Pursuant to due call and notice thereof, the closed meeting was called to order at 7:27 p.m.

Council Present: Mayor John Dietz, Councilmembers Cory Grupa, Matt Westgaard, Mike Beyer, and Jennifer Wagner

Staff Present: Human Resources Manager Lauren Wipper, Business Services Director/Assistant City Administrator Joe Stremcha, City Administrator Cal Portner, and Records Specialist Katie Porath

12.2 Motion Calling Closed Meeting

12.3 Hold Closed Meeting

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

The Closed Meeting adjourned at 8:05 p.m.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adjourn the closed meeting. Motion carried 5-0.

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."

Pursuant to due call and notice thereof, the closed meeting was called to order at 8:05 p.m.

Council Present: Mayor John Dietz, Councilmembers Cory Grupa, Matt Westgaard, Mike Beyer, and Jennifer Wagner

Staff Present: Business Services Director/Assistant City Administrator Joe Stremcha, City Administrator Cal Portner, and Records Specialist Katie Porath

13.2 Motion Calling Closed Meeting

13.3 Hold Closed Meeting

The mayor stated the City Council will be holding a closed 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.

The Closed Meeting adjourned at 8:17 p.m.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to adjourn the closed meeting. Motion carried 5-0.

14. MOTION TO ADJOURN

Minutes prepared by Katie Porath.



John J. Dietz, Mayor



Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.2

Meeting Date
December 16, 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 16, 2024.

Background/Discussion

The details for the period ending December 16, 2024, are attached to this request for action.

Total for All Funds	\$1,131,432.40
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Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments

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

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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
A T & T						
101						
539076	1	TOWER DUMP REQUEST #24015179	Invoice	12/02/2024	145.00	101-4-2130-4319
Total 13710 A T & T:					145.00	
AIRGAS USA LLC						
101						
9500881127	1	OXYGEN	Invoice	12/01/2024	409.23	101-4-2120-4219
Total 10379 AIRGAS USA LLC:					409.23	
ARTISAN BEER COMPANY						
603						
3730661	1	BEER	Invoice	12/04/2024	227.65	603-4-9111-4252
603						
3730662	1	BEER	Invoice	12/04/2024	226.05	603-4-9151-4252
603						
409530	1	BEER CREDIT	Invoice	12/06/2024	100.80-	603-4-9111-4252
Total 12167 ARTISAN BEER COMPANY:					352.90	
ASPEN MILLS						
101						
342704	1	UNIFORMS - PATULLO	Invoice	11/11/2024	430.87	101-4-2130-4217
101						
342863	1	UNIFORMS - ROSSMEISL	Invoice	11/13/2024	52.95	101-4-2150-4217
101						
343251	1	UNIFORMS - ALBERT	Invoice	11/19/2024	361.70	101-4-2130-4217
101						
343315	1	UNIFORMS - CORRIER	Invoice	11/20/2024	536.00	101-4-2120-4217
101						
343594	1	UNIFORMS - MCCLURG	Invoice	11/25/2024	32.85	101-4-2320-4217
101						
343595	1	UNIFORMS - BROWN	Invoice	11/25/2024	32.85	101-4-2320-4217
101						
343596	1	UNIFORMS - PREHATNEY	Invoice	11/25/2024	32.85	101-4-2320-4217
101						
343597	1	UNIFORMS - STRAND	Invoice	11/25/2024	32.85	101-4-2320-4217
101						
343598	1	UNIFORMS-WOLCENSKI	Invoice	11/25/2024	32.85	101-4-2320-4217
101						
343599	1	UNIFORMS - MOHLIS	Invoice	11/25/2024	32.85	101-4-2320-4217
101						
343610	1	UNIFORMS - LUITJENS	Invoice	11/25/2024	58.80	101-4-2320-4217
101						
343753	1	UNIFORMS - SCHAFER	Invoice	11/26/2024	193.55	101-4-2120-4217
101						
343912	1	RESERVE UNIT EQUIPMENT	Invoice	11/29/2024	974.10	101-4-2160-4219
101						
343998	1	UNIFORMS - ROSA	Invoice	12/02/2024	32.85	101-4-2320-4217

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
343999	1	UNIFORMS - LUSIGNAN	Invoice	12/02/2024	32.85	101-4-2320-4217
101						
344000	1	UNIFORMS - JOHANNES	Invoice	12/02/2024	32.85	101-4-2320-4217
101						
344001	1	UNIFORMS - USTIMCHUK	Invoice	12/02/2024	32.85	101-4-2320-4217
290						
344014	1	UNIFORMS - PRESCOTT	Invoice	12/02/2024	157.82	290-4-2350-4219
101						
344084	1	UNIFORMS - WILLIAMS	Invoice	12/02/2024	273.55	101-4-2130-4217
101						
344101	1	UNIFORMS - POSER	Invoice	12/03/2024	203.04	101-4-2130-4217
101						
344155	1	UNIFORMS - MYETTE	Invoice	12/03/2024	274.72	101-4-2320-4217
Total 10749 ASPEN MILLS:					3,845.60	
AUGUSTAR FINANCIAL						
101						
Policy #7353704	1	ADMIN ANNUAL PREMIUM-C PORTN	Invoice	11/29/2024	1,307.00	101-4-1210-4108
Total 15156 AUGUSTAR FINANCIAL:					1,307.00	
BERRY COFFEE COMPANY						
101						
1036449	1	COFFEE	Invoice	12/09/2024	391.67	101-4-2190-4219
Total 11959 BERRY COFFEE COMPANY:					391.67	
BRUCE WRY						
101						
120524	1	FARMERS MARKET NOV/DEC	Invoice	12/05/2024	155.00	101-4-5230-4219
Total 13031 BRUCE WRY:					155.00	
CAROLINE KOCH						
101						
12-03-24	1	REIMB MILEAGE-C KOCH	Invoice	12/03/2024	110.55	101-4-2150-4331
Total 23231 CAROLINE KOCH:					110.55	
CENTERPOINT ENERGY						
602						
11504615-3 NOV 24	1	NATURAL GAS	Invoice	12/09/2024	31.77	602-4-9050-4389
101						
11809755-9 NOV 24	1	NATURAL GAS	Invoice	12/06/2024	1,320.89	101-4-2310-4389
211						
6781052-3 NOV 24	1	NATURAL GAS	Invoice	12/09/2024	49.24	211-4-5600-4389
602						
7628405-8 NOV 24	1	NATURAL GAS	Invoice	12/06/2024	337.72	602-4-9050-4389
602						
7836556-6 NOV 24	1	NATURAL GAS	Invoice	12/06/2024	64.66	602-4-9050-4389
101						
9497572-9 NOV 24	1	NATURAL GAS	Invoice	12/06/2024	2,006.71	101-4-3120-4389
Total 13845 CENTERPOINT ENERGY:					3,810.99	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
CIERRA MOORE						
101						
120524	1	FARMERS MARKET NOV	Invoice	12/05/2024	50.00	101-4-5230-4219
Total 15074 CIERRA MOORE:					50.00	
COMPUTER INTEGRATION TECH						
411						
390595	1	HP LAPTOP, DOCKING STATION	Invoice	12/04/2024	3,064.12	411-4-1350-4219
Total 15120 COMPUTER INTEGRATION TECH:					3,064.12	
CUB FOODS						
101						
120624	1	SUPPLIES - REFUND TAX	Invoice	12/10/2024	4.21-	101-4-5510-4219
101						
121124	1	EVENT SUPPLIES	Invoice	12/11/2024	63.94	101-4-5510-4219
101						
12624	1	SUPPLIES	Invoice	12/06/2024	130.33	101-4-5510-4219
Total 15550 CUB FOODS:					190.06	
CULLIGAN						
602						
101X39314003	1	DEIONIZATION RENTAL SVC-LAB	Invoice	11/30/2024	40.15	602-4-9020-4219
602						
101X39352300	1	DEIONIZATION RENTAL SVC-WASH	Invoice	11/30/2024	20.50	602-4-9020-4219
Total 15573 CULLIGAN:					60.65	
CUMMINS SALES & SERVICE						
602						
E4-241181133	1	GENERATOR MAINT	Invoice	11/20/2024	2,174.87	602-4-9020-4404
602						
E4-241181592	1	GENERATOR MAINT 7795	Invoice	11/21/2024	777.24	602-4-9050-4404
602						
E4-241181595	1	GENERATOR MAINT	Invoice	11/21/2024	565.51	602-4-9050-4404
602						
E4-241181630	1	EQUIPMENT MAINT/INSP	Invoice	11/22/2024	460.00	602-4-9050-4404
602						
E4-241181861	1	GENERATOR MAINT 3853	Invoice	11/23/2024	355.09	602-4-9050-4404
Total 15576 CUMMINS SALES & SERVICE:					4,332.71	
DIST 728 COMMUNITY EDUCAT						
101						
2425-1513	1	GYM USE FEES - WOMEN'S VB	Invoice	12/03/2024	640.00	101-4-5220-4412
Total 14700 DIST 728 COMMUNITY EDUCAT:					640.00	
DOLPHIN CAR WASH INC						
101						
001243-R-0045	1	VEHICLE WASHING	Invoice	12/08/2024	150.00	101-4-2320-4404
Total 16625 DOLPHIN CAR WASH INC:					150.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ELK RIVER COMPOSTING INC						
290						
1242	1	LEAF/GRASS HAULING - NOV	Invoice	12/03/2024	17,625.00	290-4-9220-4409
Total 12854 ELK RIVER COMPOSTING INC:					17,625.00	
ERIC BALABON						
101						
112624 EB	1	REIMB MEALS-E BALABON	Invoice	11/26/2024	69.98	101-4-2130-4331
Total 11300 ERIC BALABON:					69.98	
FLEETPRIDE						
101						
121736195	1	PARTS - STREETS	Invoice	11/26/2024	62.20	101-4-3120-4221
101						
121736240	1	SHOP SUPPLIES	Invoice	11/26/2024	126.71	101-4-3150-4219
101						
121741853	1	PARTS - FIRE #419 LADDER 1	Invoice	11/26/2024	112.98	101-4-2320-4221
101						
121806143	1	PARTS - FIRE #419 LADDER 1	Invoice	12/02/2024	41.19	101-4-2320-4221
101						
121829165	1	PARTS - #723	Invoice	12/02/2024	85.04	101-4-5110-4221
101						
121918091	1	PARTS	Invoice	12/05/2024	27.02	101-4-3120-4221
101						
121951488	1	SHOP SUPPLIES	Invoice	12/06/2024	29.26	101-4-3150-4219
Total 11711 FLEETPRIDE:					484.40	
HEATHER JENSON						
101						
120524	1	FARMERS MARKET DEC	Invoice	12/05/2024	10.00	101-4-5230-4219
Total 15259 HEATHER JENSON:					10.00	
HOME DEPOT CREDIT SERVICE						
101						
2821 51 4914	1	SUPPLIES	Invoice	12/11/2024	116.91	101-4-5110-4219
101						
2821 52 57167	1	HIGHOUTPUT BATTERY	Invoice	11/19/2024	199.00	101-4-5110-4219
101						
2821 52 57167	2	GREASE GUN	Invoice	11/19/2024	229.00	101-4-5110-4219
Total 21600 HOME DEPOT CREDIT SERVICE:					544.91	
ISTATE TRUCK INC						
101						
C244009259: 01	1	PARTS - ERMU #23	Invoice	11/27/2024	592.49	101-4-3150-4221
101						
C244009260: 01	1	PARTS CREDIT - ERMU #23	Invoice	11/27/2024	592.49-	101-4-3150-4221
101						
C244009261:01	1	PARTS - ERMU #23	Invoice	11/27/2024	465.44	101-4-3150-4221
Total 22000 ISTATE TRUCK INC:					465.44	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
JOE AUDETTE						
603						
103024	1	REIMB PHONE JUL-SEP 24 AUDETTE	Invoice	10/30/2024	45.00	603-4-9112-4321
603						
103024	2	REIMB PHONE JUL-SEP 24 AUDETTE	Invoice	10/30/2024	45.00	603-4-9152-4321
Total 13911 JOE AUDETTE:					90.00	
LEAGUE OF MN CITIES INS T						
291						
40001418 120424	1	W/C INS JAN/MAR 2025	Invoice	12/04/2024	113,953.00	291-1550
101						
40002926 120424	1	PROP/CASUALTY INS - JAN/MAR 202	Invoice	12/04/2024	92,196.00	101-1550
Total 23805 LEAGUE OF MN CITIES INS T:					206,149.00	
MARCO INC						
603						
543893945	1	COPIER LEASE/MAINT	Invoice	12/02/2024	212.59	603-4-9112-4404
603						
543893945	2	COPIER LEASE/MAINT	Invoice	12/02/2024	212.59	603-4-9152-4404
602						
543893945	3	COPIER LEASE/MAINT	Invoice	12/02/2024	510.02	602-4-9010-4404
221						
543893945	4	COPIER LEASE/MAINT	Invoice	12/02/2024	658.17	221-4-5400-4415
101						
543893945	5	COPIER LEASE/MAINT	Invoice	12/02/2024	4,373.73	101-4-1350-4404
Total 12332 MARCO INC:					5,967.10	
MHSRC/RANGE						
101						
337900-11412	1	EVOC/PIT REFRESHER - SMITH	Invoice	12/03/2024	525.00	101-4-2120-4331
Total 26394 MHSRC/RANGE:					525.00	
MIDWAY FORD						
101						
858267	1	PARTS - FIRE #413	Invoice	11/19/2024	1,042.42	101-4-2320-4221
101						
859254	1	LOWER TRANS MOUNT - #114	Invoice	11/26/2024	91.74	101-4-3120-4221
Total 11156 MIDWAY FORD:					1,134.16	
MIDWEST SECURITY & FIRE.C						
602						
R27876	1	FIRE MONITORING SVC	Invoice	12/02/2024	551.88	602-4-9020-4404
Total 13459 MIDWEST SECURITY & FIRE.C:					551.88	
MN CHIEFS OF POLICE ASSN						
101						
20887	1	MEMBERSHIP DUES - KUHNLY	Invoice	11/26/2024	500.00	101-4-2110-4433
Total 25910 MN CHIEFS OF POLICE ASSN:					500.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
N C S I						
101						
52198	1	BACKGROUND CHECKS	Invoice	12/01/2024	55.50	101-4-5110-4409
Total 27519 N C S I:					55.50	
NORTH VALLEY, INC						
401						
10 - OR1.128082	1	2023 STREET IMPROVEMENTS	Invoice	12/05/2024	127,418.05	401-4-8080-4530
Total 28250 NORTH VALLEY, INC:					127,418.05	
NORTHDAL CONSTRUCTION CO						
406						
7	1	ROLLING HILLS SEWER EXT	Invoice	12/03/2024	59,654.49	406-4-8040-4530
Total 28269 NORTHDAL CONSTRUCTION CO:					59,654.49	
NORTHLAND PETROLEUM SERVI						
101						
25403	1	REPAIR AT PUMPS	Invoice	12/03/2024	932.00	101-4-3120-4409
101						
25764	1	ANNUAL INSPECTION 2024	Invoice	12/02/2024	409.00	101-4-3120-4409
Total 28425 NORTHLAND PETROLEUM SERVI:					1,341.00	
O'REILLY AUTOMOTIVE, INC						
101						
112824	1	EQUIPMENT PARTS	Invoice	11/28/2024	686.57	101-4-3120-4221
101						
112824	2	EQUIPMENT PARTS	Invoice	11/28/2024	191.56	101-4-5110-4221
101						
112824	3	EQUIPMENT PARTS	Invoice	11/28/2024	146.76	101-4-2120-4221
101						
112824	4	EQUIPMENT PARTS	Invoice	11/28/2024	177.50	101-4-3150-4221
602						
112824	5	OPERATING SUPPLIES	Invoice	11/28/2024	15.18	602-4-9020-4219
101						
112824	6	OPERATING SUPPLIES	Invoice	11/28/2024	84.44	101-4-3150-4219
101						
112824	7	EQUIPMENT PARTS	Invoice	11/28/2024	124.90	101-4-2320-4221
Total 28937 O'REILLY AUTOMOTIVE, INC:					1,426.91	
PHILLIPS WINE & SPIRITS C						
603						
537106	1	WINE CREDIT	Invoice	11/22/2024	43.59-	603-4-9151-4253
603						
6887874	1	LIQUOR	Invoice	11/26/2024	1,202.96	603-4-9111-4251
603						
6887874	2	FREIGHT	Invoice	11/26/2024	12.04	603-4-9111-4332
603						
6887875	1	WINE	Invoice	11/26/2024	198.40	603-4-9111-4253
603						
6887875	2	FREIGHT	Invoice	11/26/2024	6.88	603-4-9111-4332
603						
6890653	1	LIQUOR	Invoice	12/04/2024	630.00	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
6890653	2	FREIGHT	Invoice	12/04/2024	5.16	603-4-9151-4332
603						
6890654	1	WINE	Invoice	12/04/2024	252.00	603-4-9151-4253
603						
6890654	2	FREIGHT	Invoice	12/04/2024	6.02	603-4-9151-4332
603						
6890655	1	LIQUOR	Invoice	12/04/2024	1,193.58	603-4-9111-4251
603						
6890655	2	FREIGHT	Invoice	12/04/2024	26.37	603-4-9111-4332
603						
6890656	1	WINE	Invoice	12/04/2024	115.80	603-4-9111-4253
603						
6890656	2	FREIGHT	Invoice	12/04/2024	10.32	603-4-9111-4332
603						
6890657	1	FREIGHT	Invoice	12/04/2024	5.16	603-4-9111-4332
603						
6892631	1	LIQUOR	Invoice	12/06/2024	1,247.10	603-4-9111-4251
603						
6892631	2	FREIGHT	Invoice	12/06/2024	22.36	603-4-9111-4332
603						
6892632	1	WINE	Invoice	12/06/2024	2,243.05	603-4-9111-4253
603						
6892632	2	FREIGHT	Invoice	12/06/2024	60.20	603-4-9111-4332
603						
6892633	1	POP/MISC	Invoice	12/06/2024	417.93	603-4-9111-4255
603						
6892633	2	FREIGHT	Invoice	12/06/2024	9.60	603-4-9111-4332
603						
6892634	1	LIQUOR	Invoice	12/06/2024	3,315.06	603-4-9151-4251
603						
6892634	2	FREIGHT	Invoice	12/06/2024	61.06	603-4-9151-4332
603						
6892635	1	WINE	Invoice	12/06/2024	945.25	603-4-9151-4253
603						
6892635	2	FREIGHT	Invoice	12/06/2024	22.36	603-4-9151-4332
603						
6892636	1	POP/MISC	Invoice	12/06/2024	119.08	603-4-9151-4255
603						
6892636	2	FREIGHT	Invoice	12/06/2024	5.16	603-4-9151-4255
Total 29665 PHILLIPS WINE & SPIRITS C:					12,089.31	
PO INVESTMENTS LLC						
821						
11/26/2024	1	ESCROW REFUND P21-01	Invoice	11/26/2024	5,000.00	821-2200
Total 15346 PO INVESTMENTS LLC:					5,000.00	
POLYDYNE INC.						
602						
1886205	1	CLARIFLOC	Invoice	12/06/2024	10,971.00	602-4-9020-4219
Total 14886 POLYDYNE INC.:					10,971.00	
POSTMASTER						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
12092024	1	NEWSLETTER POSTAGE	Invoice	12/09/2024	1,000.00	101-4-5510-4322
Total 30000 POSTMASTER:					1,000.00	
PRINCETON RENTAL INC						
101						
1-385	1	CHAINSAW PARTS CREDIT	Invoice	12/09/2024	107.95-	101-4-3120-4219
101						
1-569550	1	DRIVER CHAINS	Invoice	12/03/2024	847.15	101-4-3120-4219
101						
1-569575	1	CHAINSAW PARTS	Invoice	12/09/2024	575.82	101-4-3120-4219
101						
1-569692	1	CHAINSAW PARTS	Invoice	12/09/2024	287.95	101-4-5110-4219
Total 10469 PRINCETON RENTAL INC:					1,602.97	
PROVIDENCE S & S LLC						
821						
12/06/2024	1	ESCROW REFUND P 21-04 LAND US	Invoice	12/06/2024	993.75	821-2200
821						
12/06/2024	2	ESCROW REFUND P 21-04 DEVELOP	Invoice	12/06/2024	4,550.00	821-2200
821						
12062024	1	ESCROW REFUND P 21-03	Invoice	12/06/2024	9,750.00	821-2200
Total 14609 PROVIDENCE S & S LLC:					15,293.75	
RALPHIE'S MINNOCO						
101						
1018607	1	NON-OXY FUEL	Invoice	11/29/2024	74.25	101-4-2320-4212
101						
1018608	1	PROPANE	Invoice	11/29/2024	6.80	101-4-2320-4212
Total 13175 RALPHIE'S MINNOCO:					81.05	
SPIKE'S						
101						
6357/11	1	RAKES	Invoice	12/06/2024	20.90	101-4-3120-4219
Total 13924 SPIKE'S:					20.90	
STEP SAVER INC						
101						
177820	1	BULK SALT -- POLICE DEPARTMENT	Invoice	10/09/2024	169.50	101-4-2190-4219
101						
179559	1	BULK SALT - FS #3	Invoice	12/06/2024	208.50	101-4-2310-4219
101						
179560	1	BULK SALT -- POLICE DEPARTMENT	Invoice	12/06/2024	156.00	101-4-2190-4219
Total 13048 STEP SAVER INC:					534.00	
STREICHER'S						
101						
I1732504	1	UNIFORM - BOOS	Invoice	12/04/2024	203.92	101-4-2120-4217
101						
I1733122	1	UNIFORMS - BIRDSALL	Invoice	12/06/2024	44.76	101-4-2130-4217

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
11733126	1	UNIFORMS - BIRDSALL	Invoice	12/06/2024	222.31	101-4-2130-4217
Total 33300 STREICHER'S:					470.99	
THE AMERICAN BOTTLING CO						
603						
4847902084	1	POP/MISC	Invoice	12/02/2024	332.12	603-4-9111-4255
603						
4847902088	1	POP/MISC	Invoice	12/02/2024	329.36	603-4-9151-4255
Total 10415 THE AMERICAN BOTTLING CO:					661.48	
THE ENGRAVING SHOPPE, INC						
440						
51909	1	MEDALLION - GEORGE	Invoice	11/19/2024	29.91	440-4-5110-4219
Total 14777 THE ENGRAVING SHOPPE, INC:					29.91	
TRANSUNION RISK & ALTERNA						
101						
556261-202411-1	1	ONLINE INVESTIGATIVE SVCS-NOV	Invoice	12/01/2024	110.00	101-4-2130-4433
Total 12665 TRANSUNION RISK & ALTERNA:					110.00	
UNITED PARCEL SERVICE						
101						
6A85E7484	1	POSTAGE	Invoice	11/30/2024	67.40	101-4-1350-4219
Total 35313 UNITED PARCEL SERVICE:					67.40	
VERIZON WIRELESS-VSAT						
101						
9022379319	1	SMS CONTENT #24019851	Invoice	12/04/2024	75.00	101-4-2130-4319
Total 13677 VERIZON WIRELESS-VSAT:					75.00	
VONCO II LLC						
290						
V2 0000083812	1	COMPOST SITE CLEAN OUT	Invoice	11/30/2024	642.68	290-4-9220-4409
Total 13816 VONCO II LLC:					642.68	
WINDSTREAM						
101						
120424	1	PHONE LINE CHGS-FIRE	Invoice	12/04/2024	130.80	101-4-2310-4321
101						
120424	2	PHONE LINE CHGS-FIRE INSP	Invoice	12/04/2024	51.70	101-4-2320-4321
Total 11102 WINDSTREAM:					182.50	
WINE MERCHANTS						
603						
7498218	1	WINE	Invoice	11/26/2024	640.00	603-4-9111-4253
603						
7498218	2	FREIGHT	Invoice	11/26/2024	9.75	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
7499006	1	WINE	Invoice	12/04/2024	793.80	603-4-9151-4253
603						
7499006	2	FREIGHT	Invoice	12/04/2024	10.32	603-4-9151-4332
603						
7499007	1	WINE	Invoice	12/04/2024	50.00	603-4-9111-4253
603						
7499007	2	FREIGHT	Invoice	12/04/2024	1.72	603-4-9111-4332
603						
7499008	1	WINE	Invoice	12/04/2024	1,024.00	603-4-9151-4253
603						
7499008	2	FREIGHT	Invoice	12/04/2024	15.48	603-4-9151-4332
603						
7499503	1	FREIGHT	Invoice	12/06/2024	.86	603-4-9151-4332
603						
7499504	1	WINE	Invoice	12/06/2024	136.00	603-4-9111-4253
603						
7499504	2	FREIGHT	Invoice	12/06/2024	2.58	603-4-9111-4332
603						
7499505	1	POP/MISC	Invoice	12/06/2024	80.00	603-4-9111-4255
603						
7499505	2	FREIGHT	Invoice	12/06/2024	1.72	603-4-9111-4332
603						
7499506	1	WINE	Invoice	12/06/2024	113.34	603-4-9151-4253
603						
7499506	2	FREIGHT	Invoice	12/06/2024	2.29	603-4-9151-4332
603						
7499507	1	WINE	Invoice	12/06/2024	192.00	603-4-9151-4253
603						
7499507	2	FREIGHT	Invoice	12/06/2024	3.44	603-4-9151-4332
Total 36425 WINE MERCHANTS:					3,077.30	
WRS CO LLC						
603						
4231	1	LIQUOR	Invoice	11/25/2024	598.50	603-4-9111-4251
603						
4231	2	FREIGHT	Invoice	11/25/2024	7.50	603-4-9111-4332
Total 14561 WRS CO LLC:					606.00	
ZEP SALES & SERVICE						
101						
9010542634	1	WASHBAY SUPPLIES	Invoice	11/26/2024	217.42	101-4-3120-4219
Total 36825 ZEP SALES & SERVICE:					217.42	
ALRICK RACE						
101						
120524	1	FARMERS MARKET DEC	Invoice	12/05/2024	30.00	101-4-5230-4219
Total 14004 ALRICK RACE:					30.00	
AMAZON CAPITAL SERVICES						
101						
114F-V1GH-R19P	1	ARMOUR SUPPLIES	Invoice	11/25/2024	34.44	101-4-2120-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
13PM-PDRP-6D1M	1	BINDERS	Invoice	12/09/2024	33.52	101-4-5220-4219
101						
14C7-XV7R-KND9	1	BATTERIES AA	Invoice	12/04/2024	14.59	101-4-1210-4201
101						
14G1-VMQH-3L49	1	CHAINSAW SAFETY BOOTS	Invoice	12/04/2024	796.80	101-4-5110-4219
602						
17KY-GYF7-3DFC	1	LAB SUPPLIES	Invoice	12/10/2024	84.75	602-4-9020-4219
101						
19CC-ML13-XQGX	1	WIRELESS MOUSE	Invoice	12/05/2024	19.99	101-4-5210-4219
101						
1DJT-66V4-LF49	1	SPACE HEATER	Invoice	12/02/2024	39.98	101-4-3120-4201
101						
1DTN-Y7MR-JLYY	1	WIRELESS KEYBOARD/MOUSE - DA	Invoice	12/09/2024	170.98	101-4-2410-4201
101						
1DTN-Y7MR-JLYY	2	EXTERNAL DVD DRIVES	Invoice	12/09/2024	199.90	101-4-1350-4219
101						
1DV7-FKDV-17Y6	1	SUPPLIES	Invoice	11/25/2024	68.36	101-4-5510-4219
101						
1J3F-CHGM-XXVG	1	COFFEE	Invoice	11/25/2024	111.90	101-4-1600-4219
221						
1K1L-R63Y-4HYQ	1	CANDY CANES - SKATE WITH SANTA	Invoice	12/03/2024	25.98	221-4-5400-4219
221						
1M7R-7PLJ-7X3H	1	PIZZA CUTTER	Invoice	12/03/2024	29.97	221-4-5430-4219
221						
1M7R-7PLJ-7X3H	2	CARDSTOCK	Invoice	12/03/2024	80.31	221-4-5400-4219
101						
1MJT-KYY6-6WVT	1	2025 CALENDAR	Invoice	12/09/2024	12.10	101-4-1120-4201
101						
1PWN-CHMY-7WYP	1	2025 CALENDAR	Invoice	12/06/2024	6.60	101-4-1310-4201
221						
1RMQ-FJ3-YFH6	1	CRAYONS- MAKERS MARKET	Invoice	12/02/2024	27.99	221-4-5400-4219
101						
1VM6-WRWV-VLVQ	1	OFFICE SUPPLIES	Invoice	12/02/2024	14.17	101-4-3120-4201
Total 13706 AMAZON CAPITAL SERVICES:					1,772.33	
ARTIC						
101						
40094	1	ICE MACHINE REPAIRS	Invoice	11/26/2024	178.00	101-4-2190-4401
Total 10739 ARTIC:					178.00	
ARTURO SPARZA						
101						
1176853	1	EMT REGISTRATION-SPARZA	Invoice	12/03/2024	136.16	101-4-2320-4331
Total 52283 ARTURO SPARZA:					136.16	
ARVIG						
602						
30976430015 DEC 24	1	PHONE SVCS-WW	Invoice	12/01/2024	101.26	602-4-9010-4321
Total 14662 ARVIG:					101.26	
BEAUDRY OIL CO						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1120104	1	DIESEL FUEL	Invoice	11/29/2024	19,196.20	101-4-3120-4212
101						
1120112	1	UNLEADED FUEL	Invoice	11/29/2024	13,592.38	101-4-3120-4212
Total 11663 BEAUDRY OIL CO:					32,788.58	
BERNICK'S						
603						
10292588	1	POP/MISC	Invoice	11/26/2024	72.64	603-4-9111-4255
603						
10292589	1	THC PRODUCTS	Invoice	11/26/2024	166.00	603-4-9111-4256
603						
10292590	1	BEER	Invoice	11/26/2024	1,435.75	603-4-9111-4252
603						
10295402	1	POP/MISC	Invoice	12/04/2024	16.80	603-4-9111-4255
603						
10295403	1	THC PRODUCTS	Invoice	12/04/2024	162.00	603-4-9111-4256
603						
10295404	1	BEER	Invoice	12/04/2024	1,548.75	603-4-9111-4252
603						
10295405	1	BEER CREDIT	Invoice	12/04/2024	31.50-	603-4-9111-4252
603						
10295406	1	POP/MISC	Invoice	12/04/2024	251.12	603-4-9151-4255
603						
10295407	1	THC PRODUCTS	Invoice	12/04/2024	81.00	603-4-9151-4256
603						
10295408	1	BEER	Invoice	12/04/2024	1,409.25	603-4-9151-4252
221						
I64716	1	SUPPLIES-FILTER	Invoice	11/27/2024	62.40	221-4-5430-4219
221						
I65013	1	POP/MISC	Invoice	12/03/2024	1,239.35	221-4-5430-4259
221						
I65015	1	POP/MISC	Invoice	12/05/2024	254.16	221-4-5430-4259
Total 11950 BERNICK'S:					6,667.72	
BLACKHAWK PEST CONTROL, LLC						
221						
50154	1	PEST CONTROL-FTCENTER	Invoice	11/25/2024	125.00	221-4-5400-4401
101						
50155	1	PEST CONTROL-CITY HALL	Invoice	11/25/2024	125.00	101-4-1600-4401
101						
50156	1	PEST CONTROL-FS #3	Invoice	11/25/2024	52.50	101-4-2310-4401
101						
50158	1	PEST CONTROL- PW	Invoice	11/25/2024	110.00	101-4-3120-4401
603						
50159	1	PEST CONTROL-WB	Invoice	11/25/2024	51.50	603-4-9152-4404
Total 14717 BLACKHAWK PEST CONTROL, LLC:					464.00	
BLAINE LOCK & SAFE, INC						
101						
32364	1	REPAIR STAIRWELL LOCK	Invoice	11/25/2024	162.50	101-4-2190-4401
Total 12256 BLAINE LOCK & SAFE, INC:					162.50	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
BOM FOODS						
101						
120524	1	FARMERS MARKET NOV	Invoice	12/05/2024	55.00	101-4-5230-4219
Total 52291 BOM FOODS:					55.00	
BOURGET IMPORTS LLC						
603						
213155	1	WINE	Invoice	12/10/2024	560.00	603-4-9151-4253
603						
213155	2	FREIGHT	Invoice	12/10/2024	10.00	603-4-9151-4332
Total 14411 BOURGET IMPORTS LLC:					570.00	
BOYER TRUCKS						
101						
950S1447	1	OUTSIDE SERVICE - ERMU #23	Invoice	12/10/2024	360.80	101-4-3150-4221
Total 12410 BOYER TRUCKS:					360.80	
BREAKTHRU BEVERAGE MINNESOTA						
603						
118995776	1	POP/MISC	Invoice	12/05/2024	34.00	603-4-9151-4255
603						
118995777	1	WINE	Invoice	12/05/2024	480.00	603-4-9151-4253
603						
118995778	1	LIQUOR	Invoice	12/05/2024	6,572.37	603-4-9151-4251
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					7,086.37	
603						
118893577	1	WINE	Invoice	11/27/2024	1,683.55	603-4-9111-4253
603						
118893579	1	LIQUOR	Invoice	11/27/2024	2,620.85	603-4-9111-4251
603						
118893580	1	WINE	Invoice	11/27/2024	88.00	603-4-9111-4253
603						
118893731	1	BEER	Invoice	11/27/2024	142.50	603-4-9111-4252
603						
118989611	1	BEER	Invoice	12/05/2024	142.50	603-4-9111-4252
603						
118995887	1	POP/MISC	Invoice	12/05/2024	172.00	603-4-9111-4255
603						
118995888	1	LIQUOR	Invoice	12/05/2024	9,365.28	603-4-9111-4251
603						
118995889	1	WINE	Invoice	12/05/2024	1,288.00	603-4-9111-4253
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					15,502.68	
BRIDGEVIEW GARDENS						
101						
120524	1	FARMERS MARKET NOV	Invoice	12/05/2024	15.00	101-4-5230-4219
Total 52292 BRIDGEVIEW GARDENS:					15.00	
C & L DISTRIBUTING CO						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1839001167	1	BEER	Invoice	11/20/2024	28.00	603-4-9151-4252
603						
1839001178	1	BEER CREDIT	Invoice	12/04/2024	237.05-	603-4-9151-4252
603						
2017995	1	BEER	Invoice	11/26/2024	4,045.60	603-4-9151-4252
603						
2020611	1	WINE	Invoice	12/04/2024	211.20	603-4-9151-4253
603						
2020611	2	LIQUOR	Invoice	12/04/2024	1,243.00	603-4-9151-4251
603						
2020612	1	BEER	Invoice	12/04/2024	5,525.10	603-4-9151-4252
603						
2020612	2	POP/MISC	Invoice	12/04/2024	44.00	603-4-9151-4255
Total 8003 C & L DISTRIBUTING CO:					10,859.85	
603						
1839001175	1	BEER CREDIT	Invoice	11/25/2024	17.50-	603-4-9111-4252
603						
2016227	1	LIQUOR	Invoice	11/25/2024	450.00	603-4-9111-4251
603						
2019416	1	LIQUOR	Invoice	12/02/2024	150.05	603-4-9111-4251
603						
2019417	1	BEER	Invoice	12/02/2024	12,895.67	603-4-9111-4252
603						
2019907	1	POP/MISC	Invoice	12/02/2024	68.00	603-4-9111-4255
603						
2021913	1	WINE	Invoice	12/04/2024	193.80	603-4-9111-4253
603						
2021915	1	BEER	Invoice	12/04/2024	3,975.95	603-4-9111-4252
603						
2023402	1	BEER	Invoice	12/09/2024	4,834.02	603-4-9111-4252
603						
2616000562	1	BEER CREDIT	Invoice	12/02/2024	31.40-	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					22,518.59	
CAMPBELL KNUTSON P.A.						
101						
3237G NOV 24	1	NOV 24 LEGAL SVCS	Invoice	11/30/2024	4,319.32	101-4-1400-4304
Total 12076 CAMPBELL KNUTSON P.A.:					4,319.32	
CINTAS CORPORATION LOC 470						
603						
4213087685	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/27/2024	52.78	603-4-9112-4404
603						
4213087858	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	11/27/2024	38.23	603-4-9152-4404
602						
4213575859	1	UNIFORM RENTAL/CLEANING	Invoice	12/04/2024	148.77	602-4-9020-4417
603						
4213862558	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	12/06/2024	52.78	603-4-9112-4404
603						
4213862761	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	12/06/2024	47.35	603-4-9152-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 14080 CINTAS CORPORATION LOC 470:					339.91	
CIVICPLUS, LLC						
101 #318718	1	MUNICODE ADMINISTRATIVE SUPP	Invoice	12/01/2024	350.00	101-4-1110-4319
101 323042	1	CIVICCLERK ANNUAL FEE	Invoice	01/01/2025	4,796.00	101-4-1210-4319
Total 11773 CIVICPLUS, LLC:					5,146.00	
CLAREY'S SAFETY EQUIP						
101 214561	1	PARTS	Invoice	11/27/2024	1,251.11	101-4-2320-4221
Total 14165 CLAREY'S SAFETY EQUIP:					1,251.11	
COMMISSIONER OF TRANSPORTATION						
225 P00019272	1	MEGA LOOP CONCRETE TESTING	Invoice	11/27/2024	661.10	225-4-8546-4409
Total 14651 COMMISSIONER OF TRANSPORTATION:					661.10	
CORNERSTONE AUTO						
101 15482029	1	PARTS - #114	Invoice	11/22/2024	15.63	101-4-3120-4221
101 16441842/1	1	SERVICE #615	Invoice	12/11/2024	78.98	101-4-2120-4221
Total 11047 CORNERSTONE AUTO:					94.61	
DACOTAH PAPER CO						
101 32642	1	TRASH CAN, CAN LINERS	Invoice	11/26/2024	64.43	101-4-2320-4219
Total 15887 DACOTAH PAPER CO:					64.43	
DAHLHEIMER BEVERAGE, LLC						
603 2332529 BAL DUE	1	BEER	Invoice	12/05/2024	30.00	603-4-9151-4252
603 2343593	1	BEER	Invoice	11/29/2024	60.80	603-4-9151-4252
603 2343595	1	THC PRODUCTS	Invoice	11/29/2024	134.00	603-4-9151-4256
603 2343596	1	BEER	Invoice	11/29/2024	7,783.45	603-4-9151-4252
603 2344687	1	BEER	Invoice	12/02/2024	8,835.75	603-4-9151-4252
603 2347323	1	BEER CREDIT	Invoice	12/03/2024	77.00-	603-4-9151-4252
603 2348193	1	BEER	Invoice	12/05/2024	172.00	603-4-9151-4252
603 2348193	2	POP/MISC	Invoice	12/05/2024	204.00	603-4-9151-4255
603 2348194	1	BEER	Invoice	12/05/2024	1,317.10	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2349957	1	BEER	Invoice	12/09/2024	4,632.85	603-4-9151-4252
603						
2350042	1	BEER	Invoice	12/09/2024	60.00	603-4-9151-4252
603						
2350184	1	BEER CREDIT	Invoice	12/06/2024	48.00-	603-4-9151-4252
603						
976-00142	1	BEER CREDIT	Invoice	11/14/2024	30.00-	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					23,074.95	
221						
2340329	1	BEER	Invoice	11/27/2024	1,000.70	221-4-5430-4252
Total 15366 DAHLHEIMER BEVERAGE, LLC:					1,000.70	
603						
2340166	1	BEER	Invoice	11/25/2024	15,918.10	603-4-9111-4252
603						
2341802	1	BEER	Invoice	11/27/2024	11,605.52	603-4-9111-4252
603						
2342419	1	BEER	Invoice	11/27/2024	198.00	603-4-9111-4252
603						
2342419	2	LIQUOR	Invoice	11/27/2024	235.00	603-4-9111-4251
603						
2344720	1	THC PRODUCTS	Invoice	12/02/2024	670.00	603-4-9111-4256
603						
2344721	1	BEER	Invoice	12/02/2024	18,973.40	603-4-9111-4252
603						
2348159	1	THC PRODUCTS	Invoice	12/05/2024	88.00	603-4-9111-4256
603						
2348160	1	BEER	Invoice	12/05/2024	6,526.15	603-4-9111-4252
603						
2348322	1	BEER CREDIT	Invoice	12/04/2024	26.75-	603-4-9111-4252
603						
2350020	1	POP/MISC	Invoice	12/09/2024	204.00	603-4-9111-4255
603						
2350020	2	BEER	Invoice	12/09/2024	13,680.10	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					68,071.52	
DAKTRONICS INC						
221						
7120033	1	FRAMEWRX SUBSCRIPTION - VIDEO	Invoice	12/03/2024	600.00	221-4-5400-4433
Total 52285 DAKTRONICS INC:					600.00	
DANIELLE FAULHABER						
101						
88	1	TRANSCRIPTION SVCS-NOVEMBER	Invoice	12/01/2024	646.17	101-4-2150-4409
Total 13642 DANIELLE FAULHABER:					646.17	
DARREN MCKERNAN						
101						
11-21-24 DM	1	REIMB-BREAKROOM SUPPLIES	Invoice	12/04/2024	43.21	101-4-2110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 25036 DARREN MCKERNAN:					43.21	
E C M PUBLISHERS INC						
101						
1025231	1	ORD 24-21	Invoice	11/23/2024	172.00	101-4-1510-4359
101						
1025232	1	ORD 24-22	Invoice	11/23/2024	189.20	101-4-1510-4359
101						
1025233	1	ORD 24-23	Invoice	11/23/2024	189.20	101-4-1510-4359
101						
1025234	1	ORD 24-24	Invoice	11/23/2024	189.20	101-4-1510-4359
221						
1025415	1	HOLIDAY MAKERS MARKET AD	Invoice	11/24/2024	310.00	221-4-5400-4359
603						
1025556	1	SHOP LOCAL WEEK AD	Invoice	11/24/2024	26.25	603-4-9152-4349
603						
1025556	2	SHOP LOCAL WEEK AD	Invoice	11/24/2024	26.25	603-4-9112-4349
101						
1025674	1	BUSINESS CARDS - CHIEF KUHNLY	Invoice	11/22/2024	37.00	101-4-2110-4201
101						
1026209	1	BUSINESS CARDS - J BRIAN CALVA	Invoice	11/27/2024	37.00	101-4-1110-4201
603						
1026431	1	JOB AD	Invoice	11/30/2024	58.40	603-4-9112-4219
603						
1026501	1	SHOP LOCAL WEEK AD	Invoice	11/30/2024	26.25	603-4-9152-4349
603						
1026501	2	SHOP LOCAL WEEK AD	Invoice	11/30/2024	26.25	603-4-9112-4349
101						
1027287	1	LEGAL NOTICE - 2025 FEE SCHEDUL	Invoice	12/07/2024	60.20	101-4-1110-4359
Total 17000 E C M PUBLISHERS INC:					1,347.20	
ELK RIVER MUNICIPAL UTILI						
101						
12022024	1	ELECTRIC ASSESSMENTS	Invoice	12/09/2024	1,879.06	101-3-0000-3610
101						
12022024	2	WATER ASSESSMENTS	Invoice	12/09/2024	3,447.52	101-3-0000-3610
607						
2284	1	BILLING SVCS - NOV 24	Invoice	11/30/2024	863.85	607-4-9310-4319
602						
2284	2	BILLING SVCS - NOV 24	Invoice	11/30/2024	589.44	602-4-9010-4319
605						
2284	3	BILLING SVCS - NOV 24	Invoice	11/30/2024	1,900.70	605-4-9210-4319
Total 17701 ELK RIVER MUNICIPAL UTILI:					8,680.57	
ELK RIVER MUNICIPAL UTILITIES						
603						
112724	1	WATER/ELECTRIC	Invoice	11/27/2024	2,458.53	603-4-9112-4389
101						
112724	2	WATER/ELECTRIC	Invoice	11/27/2024	390.66	101-4-5110-4389
602						
112724	3	ELECTRIC	Invoice	11/27/2024	710.42	602-4-9050-4389
101						
112724	4	ELECTRIC	Invoice	11/27/2024	172.22	101-4-2330-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
112724	5	ELECTRIC	Invoice	11/27/2024	1,231.82	101-4-2310-4389
101						
120424	1	WATER/ELECTRIC	Invoice	12/04/2024	705.91	101-4-5110-4389
602						
120424	2	ELECTRIC	Invoice	12/04/2024	1,569.12	602-4-9050-4389
101						
120424	3	ELECTRIC	Invoice	12/04/2024	137.69	101-4-2330-4389
101						
120424	4	ELECTRIC	Invoice	12/04/2024	32.00	101-4-5110-4389
101						
120424	5	ELECTRIC	Invoice	12/04/2024	64.44	101-4-2190-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					7,472.81	
FASTENAL COMPANY						
101						
MNELK139980	1	SIGN SUPPLIES	Invoice	11/25/2024	52.60	101-4-3120-4226
101						
MNELK139981	1	SUPPLIES-VENDING	Invoice	11/27/2024	198.76	101-4-3120-4219
101						
MNELK140020	1	STATION SUPPLIES	Invoice	11/27/2024	290.16	101-4-2320-4219
101						
MNELK140034	1	WASHERS	Invoice	12/02/2024	158.28	101-4-3120-4219
101						
MNELK140040	1	SUPPLIES - VENDING	Invoice	12/06/2024	71.60	101-4-3120-4219
Total 18453 FASTENAL COMPANY:					771.40	
FERRIS FAMILY FARM LLC						
101						
120524	1	FARMERS MARKET NOV/DEC	Invoice	12/05/2024	117.00	101-4-5230-4219
Total 13020 FERRIS FAMILY FARM LLC:					117.00	
GESTALT ENGINEERING LLC						
228						
#1269	1	LANDFILL ASSIST - NOV	Invoice	12/02/2024	105.00	228-4-7000-4319
Total 14099 GESTALT ENGINEERING LLC:					105.00	
GOODIN COMPANY						
101						
1379193-00	1	SUPPLIES	Invoice	12/02/2024	319.41	101-4-3120-4219
101						
1379198-00	1	SUPPLIES	Invoice	12/02/2024	228.43	101-4-1600-4219
Total 20113 GOODIN COMPANY:					547.84	
GOPHER STATE ONE-CALL INC						
602						
4110375	1	LOCATION CALLS	Invoice	11/30/2024	328.05	602-4-9020-4404
Total 20150 GOPHER STATE ONE-CALL INC:					328.05	
GRANITE CITY JOBBING CO						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
425175	1	THC PRODUCTS	Invoice	11/22/2024	40.00	603-4-9111-4256
603						
425175	2	POP/MISC	Invoice	11/22/2024	1,282.42	603-4-9111-4255
603						
425175	3	SUPPLIES	Invoice	11/22/2024	173.89	603-4-9112-4219
603						
425175	4	FREIGHT	Invoice	11/22/2024	5.00	603-4-9111-4332
603						
425176	1	POP/MISC	Invoice	11/22/2024	1,214.26	603-4-9151-4255
603						
425176	2	FREIGHT	Invoice	11/22/2024	5.00	603-4-9151-4332
603						
425176	3	SUPPLIES	Invoice	11/22/2024	71.66	603-4-9152-4219
603						
426267	1	POP/MISC	Invoice	11/29/2024	1,084.88	603-4-9111-4255
603						
426267	2	FREIGHT	Invoice	11/29/2024	5.00	603-4-9111-4332
603						
426267	3	SUPPLIES	Invoice	11/29/2024	91.50	603-4-9152-4219
603						
426272	1	POP/MISC	Invoice	11/29/2024	525.93	603-4-9151-4255
603						
426272	2	SUPPLIES	Invoice	11/29/2024	19.84	603-4-9152-4219
603						
426272	3	FREIGHT	Invoice	11/29/2024	5.00	603-4-9151-4332
603						
427517	1	POP/MISC	Invoice	12/06/2024	649.22	603-4-9151-4255
603						
427517	2	SUPPLIES	Invoice	12/06/2024	40.32	603-4-9152-4219
603						
427517	3	FREIGHT	Invoice	12/06/2024	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					5,218.92	
GRIMCO, INC						
101						
33457102-01	1	SIGN SUPPLIES	Invoice	11/26/2024	396.67	101-4-3120-4226
101						
33482690-01	1	PAPER FOR SIGNS/BANNERS	Invoice	12/06/2024	177.15	101-4-1120-4201
Total 14770 GRIMCO, INC:					573.82	
GUARDIAN FLEET SAFETY LLC						
410						
301320	1	REMOVE EQP & BUILD SQUAD 602	Invoice	11/22/2024	20,952.28	410-4-2110-4560
410						
301327	1	SQUAD 623 SET-UP	Invoice	11/27/2024	23,626.73	410-4-2110-4560
101						
301381	1	SQUAD 606 SET UP	Invoice	12/03/2024	22,044.08	101-4-2110-4560
Total 14914 GUARDIAN FLEET SAFETY LLC:					66,623.09	
HAWKINS & BAUMGARTNER, P.						
101						
120624	1	NOV PROSECUTION SVCS	Invoice	12/06/2024	16,251.53	101-4-1400-4304

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 21048 HAWKINS & BAUMGARTNER, P.:					16,251.53	
HUMERATECH						
101						
241183	1	PSB BOILER REPAIRS	Invoice	11/30/2024	2,121.00	101-4-2190-4401
101						
241190	1	EMERGENCY CALL 11/29/24	Invoice	11/30/2024	511.00	101-4-1600-4401
Total 11926 HUMERATECH:					2,632.00	
IPP - STORES, LLC						
101						
25838	1	DOG FOOD - DUKE	Invoice	11/22/2024	118.65	101-4-2120-4219
Total 14066 IPP - STORES, LLC:					118.65	
JENNIFER KATKE						
221						
80501	1	HOLIDAY MAKERS MARKET SUPPLI	Invoice	11/27/2024	12.97	221-4-5400-4219
Total 52246 JENNIFER KATKE:					12.97	
JOHNSON BROS LIQUOR						
603						
117310	1	LIQUOR CREDIT	Invoice	12/05/2024	7.61-	603-4-9111-4251
603						
2675679	1	LIQUOR	Invoice	11/26/2024	296.00	603-4-9111-4251
603						
2675679	2	FREIGHT	Invoice	11/26/2024	10.32	603-4-9111-4332
603						
2675680	1	LIQUOR	Invoice	11/26/2024	280.00	603-4-9111-4251
603						
2675680	2	FREIGHT	Invoice	11/26/2024	3.44	603-4-9111-4332
603						
2679583	1	LIQUOR	Invoice	12/04/2024	405.00	603-4-9151-4251
603						
2679583	2	FREIGHT	Invoice	12/04/2024	8.60	603-4-9151-4332
603						
2679584	1	LIQUOR	Invoice	12/04/2024	2,704.40	603-4-9111-4251
603						
2679584	2	FREIGHT	Invoice	12/04/2024	36.98	603-4-9111-4332
603						
2679585	1	WINE	Invoice	12/04/2024	3,383.04	603-4-9111-4253
603						
2679585	2	FREIGHT	Invoice	12/04/2024	71.38	603-4-9111-4332
603						
2679586	1	POP/MISC	Invoice	12/04/2024	48.00	603-4-9111-4255
603						
2679586	2	FREIGHT	Invoice	12/04/2024	1.72	603-4-9111-4332
603						
2679587	1	LIQUOR	Invoice	12/04/2024	6,336.63	603-4-9111-4251
603						
2679587	2	FREIGHT	Invoice	12/04/2024	67.08	603-4-9111-4332
603						
2679588	1	LIQUOR	Invoice	12/04/2024	275.02	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2679588	2	FREIGHT	Invoice	12/04/2024	3.44	603-4-9151-4332
603						
2679589	1	LIQUOR	Invoice	12/04/2024	1,670.25	603-4-9151-4251
603						
2679589	2	FREIGHT	Invoice	12/04/2024	24.08	603-4-9151-4332
603						
2679590	1	WINE	Invoice	12/04/2024	798.84	603-4-9151-4253
603						
2679590	2	FREIGHT	Invoice	12/04/2024	19.35	603-4-9151-4332
603						
2679591	1	LIQUOR	Invoice	12/04/2024	157.50	603-4-9151-4251
603						
2679591	2	FREIGHT	Invoice	12/04/2024	1.72	603-4-9151-4332
603						
2679592	1	LIQUOR	Invoice	12/04/2024	1,473.61	603-4-9151-4251
603						
2679592	2	FREIGHT	Invoice	12/04/2024	18.92	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					18,087.71	
KRISS PREMIUM PRODUCTS, I						
221						
191971	1	WATER TREATMENT CHEMICALS	Invoice	12/03/2024	268.00	221-4-5400-4219
Total 23297 KRISS PREMIUM PRODUCTS, I:					268.00	
LAKE STATE RECYCLING INC						
101						
73632	1	TV RECYCLING	Invoice	11/26/2024	14.00	101-4-2310-4401
Total 13119 LAKE STATE RECYCLING INC:					14.00	
MACQUEEN EQUIPMENT LLC						
101						
P11884	1	PARTS - FIRE #425	Invoice	12/05/2024	31.75	101-4-2320-4221
Total 24575 MACQUEEN EQUIPMENT LLC:					31.75	
MACQUEEN EQUIPMENT, LLC						
101						
P11859	1	PARTS	Invoice	11/27/2024	313.10	101-4-2320-4221
101						
P11901	1	PARTS	Invoice	12/10/2024	123.66	101-4-2320-4221
Total 24576 MACQUEEN EQUIPMENT, LLC:					436.76	
MARCO HOLDINGS LLC						
101						
INV12997646	1	CISCO MERAKI LICENSE & SWITCH	Invoice	09/26/2024	449.00	101-4-1350-4404
101						
INV13230611	1	MICROSOFT INTUNE	Invoice	11/25/2024	27.00	101-4-1350-4404
101						
INV13230611	2	MICROSOFT - 365 BUSINESSPREMI	Invoice	11/25/2024	3,960.00	101-4-1350-4404
101						
INV13230611	3	MICROSOFT - AZURE ACTIVEDIREC	Invoice	11/25/2024	414.00	101-4-1350-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
INV13230611	4	MICROSOFT - EXCHANGEONLINE	Invoice	11/25/2024	294.00	101-4-1350-4404
101						
INV13230611	5	MICROSOFT - POWER BI PRO/POWE	Invoice	11/25/2024	27.00	101-4-1350-4404
101						
INV13275018	1	CISCO DUO ADV SUBSCRIPTION	Invoice	12/07/2024	1,986.00	101-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					7,157.00	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1434317	1	LIQUOR	Invoice	11/27/2024	812.97	603-4-9111-4251
603						
INV1434317	2	FREIGHT	Invoice	11/27/2024	9.00	603-4-9111-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					821.97	
MENARDS - ELK RIVER						
221						
113024	1	SUPPLIES	Invoice	11/30/2024	1,267.01	221-4-5400-4219
101						
113024	2	SUPPLIES	Invoice	11/30/2024	56.11	101-4-1600-4219
101						
113024	3	SUPPLIES	Invoice	11/30/2024	41.90	101-4-2310-4219
211						
113024	4	SUPPLIES	Invoice	11/30/2024	15.78	211-4-5600-4219
602						
113024	5	SUPPLIES	Invoice	11/30/2024	454.09	602-4-9020-4219
101						
113024	6	SUPPLIES	Invoice	11/30/2024	285.95	101-4-5110-4219
603						
113024	7	SUPPLIES	Invoice	11/30/2024	59.98-	603-4-9152-4219
101						
113024	8	EQUIPMENT PARTS	Invoice	11/30/2024	225.42	101-4-2320-4221
101						
113024	9	SUPPLIES	Invoice	11/30/2024	22.74	101-4-2120-4219
101						
113024	10	EQUIPMENT PARTS	Invoice	11/30/2024	11.98	101-4-3150-4221
101						
113024	11	TRAVEL, CONFERENCES & SCHOOL	Invoice	11/30/2024	34.99	101-4-2320-4331
101						
113024	12	SUPPLIES	Invoice	11/30/2024	15.96	101-4-2190-4219
101						
113024	13	SUPPLIES	Invoice	11/30/2024	8.94	101-4-3120-4219
603						
113024	14	REPAIR/MAINT SERVICES	Invoice	11/30/2024	11.98	603-4-9152-4404
Total 25145 MENARDS - ELK RIVER:					2,392.87	
MIDWEST WASH SYSTEMS LLC						
101						
23408	1	CAR WASH SOAP	Invoice	12/03/2024	419.18	101-4-2190-4219
101						
23414	1	BULK TRUCK & EQUIPMENT WASH	Invoice	12/03/2024	480.82	101-4-3120-4219
101						
23415	1	CAR WASH SOAP	Invoice	12/03/2024	138.51	101-4-2320-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
23429	1	CAR WASH SOAP	Invoice	12/03/2024	116.64	101-4-2320-4219
Total 14620 MIDWEST WASH SYSTEMS LLC:					1,155.15	
MN DEPT OF LABOR & INDUST						
101						
NOV 20 BP	1	BP SURCHARGE-NOV CONF #NOVE	Invoice	12/02/2024	3,380.79	101-3-0000-3233
Total 26180 MN DEPT OF LABOR & INDUST:					3,380.79	
MR CUTTING EDGE						
221						
7024	1	ICE SCRAPER BLADE SHARPEN	Invoice	11/27/2024	73.00	221-4-5400-4401
Total 13984 MR CUTTING EDGE:					73.00	
MULTI SERVICE TECHNOLOGY						
602						
136145 - 67FF7258	1	CHAIN HOIST & LIFTING SLINGS	Invoice	11/25/2024	102.97	602-4-9020-4219
Total 15178 MULTI SERVICE TECHNOLOGY:					102.97	
MUNICIPAL EMERGENCY SERVICES						
101						
IN2165937	1	DEX GLOVES	Invoice	12/09/2024	750.53	101-4-2320-4219
Total 27284 MUNICIPAL EMERGENCY SERVICES:					750.53	
N A P A OF ELK RIVER, INC						
101						
273077	1	HEATED MIRRORS	Invoice	11/27/2024	183.78	101-4-3130-4219
101						
273109	1	PARTS - FIRE	Invoice	11/27/2024	134.02	101-4-2320-4221
Total 27420 N A P A OF ELK RIVER, INC:					317.80	
ORONO LAKE IMPROVEMENT DISTRICT						
607						
1	1	LAKE ORONO AQUATIC INVASIVE SP	Invoice	12/05/2024	333.33	607-4-9310-4409
Total 14322 ORONO LAKE IMPROVEMENT DISTRICT:					333.33	
OXYGEN SERVICE CO, INC						
101						
3603575	1	WELDING SUPPLIES	Invoice	11/30/2024	169.64	101-4-3150-4219
101						
8786771	1	FORKLIFT PROPANE	Invoice	11/26/2024	213.35	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					382.99	
PAUSTIS WINE COMPANY						
603						
253668	1	WINE	Invoice	12/05/2024	3,028.00	603-4-9111-4253
603						
253668	2	FREIGHT	Invoice	12/05/2024	46.50	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
253669	1	WINE	Invoice	12/05/2024	652.00	603-4-9151-4253
603						
253669	2	FREIGHT	Invoice	12/05/2024	12.50	603-4-9151-4332
Total 29251 PAUSTIS WINE COMPANY:					3,739.00	
PERFECTION PLUS, INC.						
101						
315702	1	EXTRA CLEANING LIONS/YAC - AUG/	Invoice	12/01/2024	1,125.00	101-4-5210-4401
101						
315713	1	CLEANING SVCS - TROTT BARN	Invoice	12/01/2024	60.00	101-4-5210-4401
211						
315714	1	MONTHLY CONTRACT CLEANING - P	Invoice	12/01/2024	2,490.00	211-4-5600-4405
Total 12651 PERFECTION PLUS, INC.:					3,675.00	
PLAISTED COMPANIES INC						
101						
77605	1	PATCH - PARRISH/MAIN	Invoice	11/30/2024	204.31	101-4-3120-4219
Total 29845 PLAISTED COMPANIES INC:					204.31	
RANDINE KARNITZ						
101						
120524	1	FARMERS MARKET NOV/DEC	Invoice	12/05/2024	85.00	101-4-5230-4219
Total 52290 RANDINE KARNITZ:					85.00	
RED BULL DISTRIBUTION COM						
603						
2021984541	1	RED BULL	Invoice	12/04/2024	212.15	603-4-9111-4255
Total 12944 RED BULL DISTRIBUTION COM:					212.15	
ROXANNE SLEVA						
101						
120524	1	FARMERS MARKET DEC	Invoice	12/05/2024	10.00	101-4-5230-4219
Total 52289 ROXANNE SLEVA:					10.00	
SHAMROCK GROUP INC						
603						
3091821	1	ICE	Invoice	11/25/2024	190.80	603-4-9111-4255
603						
3091821	2	FREIGHT	Invoice	11/25/2024	4.00	603-4-9111-4332
603						
3091832	1	ICE	Invoice	11/25/2024	182.04	603-4-9151-4255
603						
3091832	2	FREIGHT	Invoice	11/25/2024	4.00	603-4-9151-4332
Total 12909 SHAMROCK GROUP INC:					380.84	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
104082	1	LIQUOR CREDIT	Invoice	11/27/2024	96.00-	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2559477	1	LIQUOR	Invoice	11/27/2024	463.30	603-4-9151-4251
603						
2559477	2	FREIGHT	Invoice	11/27/2024	3.84	603-4-9151-4332
603						
2559478	1	WINE	Invoice	11/27/2024	532.78	603-4-9151-4253
603						
2559478	2	FREIGHT	Invoice	11/27/2024	12.80	603-4-9151-4332
603						
2562329	1	LIQUOR	Invoice	12/05/2024	2,224.06	603-4-9151-4251
603						
2562329	2	FREIGHT	Invoice	12/05/2024	20.00	603-4-9151-4332
603						
2562330	1	FREIGHT	Invoice	12/05/2024	1.28	603-4-9151-4332
603						
2562331	1	LIQUOR	Invoice	12/05/2024	540.00	603-4-9151-4251
603						
2562331	2	FREIGHT	Invoice	12/05/2024	6.40	603-4-9151-4332
603						
2562332	1	WINE	Invoice	12/05/2024	1,633.11	603-4-9151-4253
603						
2562332	2	FREIGHT	Invoice	12/05/2024	27.52	603-4-9151-4332
603						
2562333	1	FREIGHT	Invoice	12/05/2024	.43	603-4-9151-4332
603						
5118754	1	LIQUOR	Invoice	11/27/2024	1,007.60	603-4-9151-4251
603						
5118754	2	FREIGHT	Invoice	11/27/2024	12.80	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					6,389.92	
603						
2559472	1	FREIGHT	Invoice	11/27/2024	6.87	603-4-9111-4332
603						
2559473	1	LIQUOR	Invoice	11/27/2024	382.50	603-4-9111-4251
603						
2559473	2	FREIGHT	Invoice	11/27/2024	1.25	603-4-9111-4332
603						
2559474	1	WINE	Invoice	11/27/2024	438.92	603-4-9111-4253
603						
2559474	2	FREIGHT	Invoice	11/27/2024	11.25	603-4-9111-4332
603						
2559475	1	FREIGHT	Invoice	11/27/2024	1.25	603-4-9111-4332
603						
2562324	1	LIQUOR	Invoice	12/05/2024	7,202.69	603-4-9111-4251
603						
2562324	2	FREIGHT	Invoice	12/05/2024	71.93	603-4-9111-4332
603						
2562325	1	FREIGHT	Invoice	12/05/2024	2.50	603-4-9111-4332
603						
2562326	1	POP/MISC	Invoice	12/05/2024	632.50	603-4-9111-4255
603						
2562326	2	FREIGHT	Invoice	12/05/2024	12.50	603-4-9111-4332
603						
2562327	1	WINE	Invoice	12/05/2024	3,192.79	603-4-9111-4253
603						
2562327	2	FREIGHT	Invoice	12/05/2024	56.77	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2562328	1	FREIGHT	Invoice	12/05/2024	2.50	603-4-9111-4332
603						
5118714	1	LIQUOR	Invoice	11/25/2024	491.50	603-4-9111-4251
603						
5118714	2	FREIGHT	Invoice	11/25/2024	1.68	603-4-9111-4332
603						
9613436	1	WINE CREDIT	Invoice	11/22/2024	10.66-	603-4-9111-4253
603						
9613641	1	FREIGHT CREDIT	Invoice	11/22/2024	1.25-	603-4-9111-4332
603						
9614481	1	WINE CREDIT	Invoice	11/29/2024	68.00-	603-4-9111-4253
603						
9615188	1	LIQUOR CREDIT	Invoice	12/05/2024	106.00-	603-4-9111-4251
603						
9615479	1	FREIGHT CREDIT	Invoice	12/05/2024	.42-	603-4-9111-4332
603						
9615583	1	LIQUOR CREDIT	Invoice	12/06/2024	3.01-	603-4-9111-4251
603						
9615584	1	WINE CREDIT	Invoice	12/06/2024	24.75-	603-4-9111-4253
603						
9615760	1	FREIGHT CREDIT	Invoice	12/06/2024	1.25-	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					12,294.06	
STAPLES BUSINESS ADVANTAG						
101						
7003187225	1	SUPPLIES	Invoice	11/30/2024	9.41	101-4-1120-4201
101						
7003187225	2	SUPPLIES	Invoice	11/30/2024	37.65	101-4-1210-4201
101						
7003187225	3	SUPPLIES	Invoice	11/30/2024	18.83	101-4-1220-4201
101						
7003187225	4	SUPPLIES	Invoice	11/30/2024	18.83	101-4-1310-4201
101						
7003187225	5	SUPPLIES	Invoice	11/30/2024	5.65	101-4-1500-4201
101						
7003187225	6	SUPPLIES	Invoice	11/30/2024	28.24	101-4-1510-4201
101						
7003187225	7	SUPPLIES	Invoice	11/30/2024	28.24	101-4-2410-4201
101						
7003187225	8	SUPPLIES	Invoice	11/30/2024	3.77	101-4-2440-4219
101						
7003187225	9	SUPPLIES	Invoice	11/30/2024	9.41	101-4-3300-4201
101						
7003187225	10	SUPPLIES	Invoice	11/30/2024	18.83	101-4-5210-4219
101						
7003187225	11	SUPPLIES	Invoice	11/30/2024	9.41	101-4-6210-4440
Total 33059 STAPLES BUSINESS ADVANTAG:					188.27	
STEVEN M WICKELGREN						
101						
1566	1	COUNSELING & RETAINER FEE	Invoice	12/08/2024	325.00	101-4-2110-4319
Total 15055 STEVEN M WICKELGREN:					325.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
SUMMER LAKES BEVERAGE LLC						
603						
8721	1	POP/MISC	Invoice	11/26/2024	214.50	603-4-9111-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					214.50	
SUNBELT RENTALS INC						
101						
162345654-0001	1	SKIDSTEER PLATE RENTAL	Invoice	11/20/2024	340.02	101-4-3120-4415
Total 13604 SUNBELT RENTALS INC:					340.02	
SUSAN MONTAGUE						
101						
November 26	1	INSTRUCTOR FEE-NOV	Invoice	11/26/2024	90.00	101-4-5510-4409
Total 14562 SUSAN MONTAGUE:					90.00	
SYSCO MINNESOTA INC						
221						
547629481	1	SUPPLIES	Invoice	12/05/2024	300.83	221-4-5430-4219
221						
547629481	2	CONCESSIONS FOOD	Invoice	12/05/2024	3,125.56	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					3,426.39	
TEAM LABORATORY CHEMICAL						
602						
INV0044251	1	PRYME ZYME	Invoice	11/20/2024	232.50	602-4-9050-4219
Total 14016 TEAM LABORATORY CHEMICAL:					232.50	
THE UPS STORE #5093						
602						
12/4/24 29123	1	DELIVERY CHGS - WW	Invoice	12/04/2024	18.46	602-4-9010-4322
Total 35549 THE UPS STORE #5093:					18.46	
THE WINE COMPANY						
603						
281590	1	WINE CREDIT	Invoice	10/14/2024	33.33-	603-4-9111-4253
603						
281590	2	FREIGHT CREDIT	Invoice	10/14/2024	.35-	603-4-9111-4332
603						
286656	1	WINE	Invoice	12/06/2024	870.00	603-4-9111-4253
603						
286656	2	FREIGHT	Invoice	12/06/2024	20.10	603-4-9111-4332
603						
286660	1	WINE	Invoice	12/06/2024	234.00	603-4-9151-4253
603						
286660	2	FREIGHT	Invoice	12/06/2024	17.10	603-4-9151-4332
Total 36423 THE WINE COMPANY:					1,107.52	
TOFT'S OUTDOOR SUPPLY LLC						
290						
5443	1	MULCH GRINDING - JUL & NOV	Invoice	12/04/2024	9,000.00	290-4-9220-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15214 TOFT'S OUTDOOR SUPPLY LLC:					9,000.00	
TRANSPORT GRAPHICS						
410						
303213	1	SQUAD 602 GRAPHICS	Invoice	11/26/2024	2,531.36	410-4-2110-4560
410						
303258	1	GRAPHICS #623	Invoice	12/03/2024	2,531.36	410-4-2110-4560
410						
303310	1	SQUAD 606 - GRAPHICS	Invoice	12/10/2024	2,531.36	410-4-2110-4560
Total 34604 TRANSPORT GRAPHICS:					7,594.08	
TWIN CITY GARAGE DOOR-GARAGE DOOR STORE						
101						
389271326	1	REPLACE EYE WASH STATION	Invoice	11/27/2024	1,354.00	101-4-3120-4401
Total 34925 TWIN CITY GARAGE DOOR-GARAGE DOOR STORE:					1,354.00	
UTILITY CONSULTANTS, INC						
602						
122126	1	SAMPLE TESTING	Invoice	11/22/2024	1,671.31	602-4-9020-4319
Total 35571 UTILITY CONSULTANTS, INC:					1,671.31	
VINOCOPIA						
603						
363809-IN	1	WINE	Invoice	12/04/2024	1,008.00	603-4-9111-4253
603						
363809-IN	2	POP/MISC	Invoice	12/04/2024	240.00	603-4-9111-4255
603						
363809-IN	3	FREIGHT	Invoice	12/04/2024	26.25	603-4-9111-4332
603						
363810-IN	1	WINE	Invoice	12/04/2024	600.00	603-4-9151-4253
603						
363810-IN	2	POP/MISC	Invoice	12/04/2024	240.00	603-4-9151-4255
603						
363810-IN	3	FREIGHT	Invoice	12/04/2024	28.50	603-4-9151-4332
Total 35763 VINOCOPIA:					2,142.75	
WEBB & GERRITSEN MN LLC						
221						
146268	1	POP/RESALE	Invoice	11/26/2024	663.93	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					663.93	
WELLINGTON SECURITY SYSTEMS						
603						
208911	1	BURGLARY MONITORING/TESTING	Invoice	12/01/2024	243.85	603-4-9112-4404
Total 36198 WELLINGTON SECURITY SYSTEMS:					243.85	
WRUCK SEWER & PORTABLE RE						
101						
I25634	1	PORTABLE RENTALS-NOVEMBER	Invoice	12/09/2024	663.97	101-4-5110-4415

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13814 WRUCK SEWER & PORTABLE RE:					663.97	
Total :					903,118.13	
Grand Totals:					903,118.13	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-1550	92,196.00	.00	92,196.00
101-3-0000-3233	3,380.79	.00	3,380.79
101-3-0000-3610	5,326.58	.00	5,326.58
101-4-1110-4201	37.00	.00	37.00
101-4-1110-4319	350.00	.00	350.00
101-4-1110-4359	60.20	.00	60.20
101-4-1120-4201	198.66	.00	198.66
101-4-1210-4108	1,307.00	.00	1,307.00
101-4-1210-4201	52.24	.00	52.24
101-4-1210-4319	4,796.00	.00	4,796.00
101-4-1220-4201	18.83	.00	18.83
101-4-1310-4201	25.43	.00	25.43
101-4-1350-4219	267.30	.00	267.30
101-4-1350-4404	11,530.73	.00	11,530.73
101-4-1400-4304	20,570.85	.00	20,570.85
101-4-1500-4201	5.65	.00	5.65
101-4-1510-4201	28.24	.00	28.24
101-4-1510-4359	739.60	.00	739.60
101-4-1600-4219	396.44	.00	396.44
101-4-1600-4401	636.00	.00	636.00
101-4-2110-4201	37.00	.00	37.00
101-4-2110-4219	43.21	.00	43.21
101-4-2110-4319	325.00	.00	325.00
101-4-2110-4433	500.00	.00	500.00
101-4-2110-4560	22,044.08	.00	22,044.08
101-4-2120-4217	933.47	.00	933.47
101-4-2120-4219	585.06	.00	585.06
101-4-2120-4221	225.74	.00	225.74
101-4-2120-4331	525.00	.00	525.00
101-4-2130-4217	1,536.23	.00	1,536.23
101-4-2130-4319	220.00	.00	220.00
101-4-2130-4331	69.98	.00	69.98
101-4-2130-4433	110.00	.00	110.00
101-4-2150-4217	52.95	.00	52.95
101-4-2150-4331	110.55	.00	110.55
101-4-2150-4409	646.17	.00	646.17
101-4-2160-4219	974.10	.00	974.10
101-4-2190-4219	1,152.31	.00	1,152.31
101-4-2190-4389	64.44	.00	64.44
101-4-2190-4401	2,461.50	.00	2,461.50
101-4-2310-4219	250.40	.00	250.40
101-4-2310-4321	130.80	.00	130.80
101-4-2310-4389	2,552.71	.00	2,552.71

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2310-4401	66.50	.00	66.50
101-4-2320-4212	81.05	.00	81.05
101-4-2320-4217	662.02	.00	662.02
101-4-2320-4219	1,360.27	.00	1,360.27
101-4-2320-4221	3,400.55	.00	3,400.55
101-4-2320-4321	51.70	.00	51.70
101-4-2320-4331	171.15	.00	171.15
101-4-2320-4404	150.00	.00	150.00
101-4-2330-4389	309.91	.00	309.91
101-4-2410-4201	199.22	.00	199.22
101-4-2440-4219	3.77	.00	3.77
101-4-3120-4201	54.15	.00	54.15
101-4-3120-4212	32,788.58	.00	32,788.58
101-4-3120-4219	3,103.41	107.95-	2,995.46
101-4-3120-4221	883.16	.00	883.16
101-4-3120-4226	449.27	.00	449.27
101-4-3120-4389	2,006.71	.00	2,006.71
101-4-3120-4401	1,464.00	.00	1,464.00
101-4-3120-4409	1,341.00	.00	1,341.00
101-4-3120-4415	340.02	.00	340.02
101-4-3130-4219	183.78	.00	183.78
101-4-3150-4219	623.40	.00	623.40
101-4-3150-4221	1,608.21	592.49-	1,015.72
101-4-3300-4201	9.41	.00	9.41
101-4-5110-4219	1,915.61	.00	1,915.61
101-4-5110-4221	276.60	.00	276.60
101-4-5110-4389	1,128.57	.00	1,128.57
101-4-5110-4409	55.50	.00	55.50
101-4-5110-4415	663.97	.00	663.97
101-4-5210-4219	38.82	.00	38.82
101-4-5210-4401	1,185.00	.00	1,185.00
101-4-5220-4219	33.52	.00	33.52
101-4-5220-4412	640.00	.00	640.00
101-4-5230-4219	527.00	.00	527.00
101-4-5510-4219	262.63	4.21-	258.42
101-4-5510-4322	1,000.00	.00	1,000.00
101-4-5510-4409	90.00	.00	90.00
101-4-6210-4440	9.41	.00	9.41
211-4-5600-4219	15.78	.00	15.78
211-4-5600-4389	49.24	.00	49.24
211-4-5600-4405	2,490.00	.00	2,490.00
221-4-5400-4219	1,682.26	.00	1,682.26
221-4-5400-4359	310.00	.00	310.00
221-4-5400-4401	198.00	.00	198.00
221-4-5400-4415	658.17	.00	658.17
221-4-5400-4433	600.00	.00	600.00
221-4-5430-4219	393.20	.00	393.20
221-4-5430-4252	1,000.70	.00	1,000.70
221-4-5430-4259	5,283.00	.00	5,283.00
225-4-8546-4409	661.10	.00	661.10
228-4-7000-4319	105.00	.00	105.00
290-4-2350-4219	157.82	.00	157.82
290-4-9220-4409	27,267.68	.00	27,267.68
291-1550	113,953.00	.00	113,953.00
401-4-8080-4530	127,418.05	.00	127,418.05

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
406-4-8040-4530	59,654.49	.00	59,654.49
410-4-2110-4560	52,173.09	.00	52,173.09
411-4-1350-4219	3,064.12	.00	3,064.12
440-4-5110-4219	29.91	.00	29.91
602-4-9010-4319	589.44	.00	589.44
602-4-9010-4321	101.26	.00	101.26
602-4-9010-4322	18.46	.00	18.46
602-4-9010-4404	510.02	.00	510.02
602-4-9020-4219	11,688.64	.00	11,688.64
602-4-9020-4319	1,671.31	.00	1,671.31
602-4-9020-4404	3,054.80	.00	3,054.80
602-4-9020-4417	148.77	.00	148.77
602-4-9050-4219	232.50	.00	232.50
602-4-9050-4389	2,713.69	.00	2,713.69
602-4-9050-4404	2,157.84	.00	2,157.84
603-4-9111-4251	35,570.01	116.62-	35,453.39
603-4-9111-4252	92,104.06	207.95-	91,896.11
603-4-9111-4253	18,557.35	136.74-	18,420.61
603-4-9111-4255	5,268.74	.00	5,268.74
603-4-9111-4256	1,126.00	.00	1,126.00
603-4-9111-4332	651.47	3.27-	648.20
603-4-9112-4219	232.29	.00	232.29
603-4-9112-4321	45.00	.00	45.00
603-4-9112-4349	52.50	.00	52.50
603-4-9112-4389	2,458.53	.00	2,458.53
603-4-9112-4404	562.00	.00	562.00
603-4-9151-4251	19,976.77	96.00-	19,880.77
603-4-9151-4252	34,125.95	392.05-	33,733.90
603-4-9151-4253	9,022.32	43.59-	8,978.73
603-4-9151-4255	3,798.17	.00	3,798.17
603-4-9151-4256	215.00	.00	215.00
603-4-9151-4332	375.27	.00	375.27
603-4-9152-4219	223.32	59.98-	163.34
603-4-9152-4321	45.00	.00	45.00
603-4-9152-4349	52.50	.00	52.50
603-4-9152-4404	361.65	.00	361.65
605-4-9210-4319	1,900.70	.00	1,900.70
607-4-9310-4319	863.85	.00	863.85
607-4-9310-4409	333.33	.00	333.33
821-2200	20,293.75	.00	20,293.75
Grand Totals:	904,878.98	1,760.85-	903,118.13

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	904,878.98	1,760.85-	903,118.13
Grand Totals:	904,878.98	1,760.85-	903,118.13

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
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Report Criteria:

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

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 MOBILITY	10138.	X11282024	IPAD	1	11/20/2024	37.98	37.98	128867	12/09/2024
		X11282024	TRAIL CAMERA 1	2	11/20/2024	22.97	22.97	128867	12/09/2024
		X11282024	TRAIL CAMERA 2	3	11/20/2024	22.97	22.97	128867	12/09/2024
		X12032024	FIRSTNET WIRELESS SV	1	11/25/2024	631.88	631.88	128867	12/09/2024
		X12032024	FIRSTNET WIRELESS SV	2	11/25/2024	38.23	38.23	128867	12/09/2024
		X12032024	FIRSTNET WIRELESS SV	3	11/25/2024	127.99	127.99	128867	12/09/2024
		X12032024	FIRSTNET WIRELESS SV	4	11/25/2024	149.76	149.76	128867	12/09/2024
		X12032024	FIRSTNET WIRELESS SV	5	11/25/2024	44.88	44.88	128867	12/09/2024
		X12032024	FIRSTNET WIRELESS SV	6	11/25/2024	2,985.87	2,985.87	128867	12/09/2024
Total 10138:					4,062.53	4,062.53			
ARVIG ENTERPRISES	12866.	3097643001	PHONE SVCS - WW	1	12/01/2024	101.26	.00	128868	12/09/2024
Total 12866:					101.26	.00			
CENTERPOINT ENERGY	13845.	14577-3 OCT	NATURAL GAS	1	11/27/2024	1,171.48	1,171.48	128870	12/09/2024
		14577-3 OCT	NATURAL GAS	2	11/27/2024	557.55	557.55	128870	12/09/2024
		14577-3 OCT	NATURAL GAS	3	11/27/2024	105.88	105.88	128870	12/09/2024
		14577-3 OCT	NATURAL GAS	4	11/27/2024	299.59	299.59	128870	12/09/2024
		14577-3 OCT	NATURAL GAS	5	11/27/2024	506.88	506.88	128870	12/09/2024
		14577-3 OCT	NATURAL GAS	6	11/27/2024	4,922.95	4,922.95	128870	12/09/2024
		14577-3 OCT	NATURAL GAS	7	11/27/2024	202.43	202.43	128870	12/09/2024
Total 13845:					7,766.76	7,766.76			
DELL MARKETING, L P	8006.0	1077215963	POWER CORD	1	09/17/2024	36.99	36.99	128871	12/09/2024
		1077360555	DELL LAPTOP	1	09/25/2024	4,423.36	4,423.36	128871	12/09/2024
		1077622879	WIRELESS KEYBOARDS/	1	10/10/2024	764.90	764.90	128871	12/09/2024
Total 8006:					5,225.25	5,225.25			
FACTORY MOTOR PART	18408.	6-1685535	PARTS #114	1	11/22/2024	6.75	6.75	128872	12/09/2024
Total 18408:					6.75	6.75			
GREENSCAPE COMPANI	20525.	27356	IRRIGATION - WINTERIZA	1	11/20/2024	250.00	250.00	128873	12/09/2024
Total 20525:					250.00	250.00			
MN DEPT OF HEALTH	26150.	2025 LIC	2025 CONCESSIONS LIC	1	12/02/2024	450.00	450.00	128874	12/09/2024
Total 26150:					450.00	450.00			
REPUBLIC SERVICES #8	10407.	899-0046315	NOV COMM GARBAGE S	1	11/30/2024	180.03	180.03	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	2	11/30/2024	263.23	263.23	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	3	11/30/2024	1,143.15	1,143.15	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	4	11/30/2024	132.12	132.12	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	5	11/30/2024	89.06	89.06	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	6	11/30/2024	148.66	148.66	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	7	11/30/2024	155.62	155.62	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	8	11/30/2024	98.72	98.72	128875	12/09/2024

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
		899-0046315	NOV COMM GARBAGE S	9	11/30/2024	141.78	141.78	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	10	11/30/2024	1,257.98	1,257.98	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	11	11/30/2024	288.25	288.25	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	12	11/30/2024	580.05	580.05	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	13	11/30/2024	64.47	64.47	128875	12/09/2024
		899-0046315	NOV COMM GARBAGE S	14	11/30/2024	691.00	691.00	128875	12/09/2024
		899-0046320	GARBAGE SVC - RIVERS	1	11/30/2024	395.61	395.61	128875	12/09/2024
		899-0046326	RESIDENTIAL GARBAGE	1	11/30/2024	97,087.78	97,087.78	128875	12/09/2024
Total 10407:						102,717.51	102,717.51		
RUM RIVER ART CENTE	13780.	1229902	LIBRARY CLASS 10/26	1	11/18/2024	330.00	330.00	128876	12/09/2024
		1229903	LIBRARY CLASS 12/7	1	11/18/2024	380.00	380.00	128876	12/09/2024
		1230168	INSTRUCTOR FEE-VIT A	1	12/05/2024	75.00	75.00	128876	12/09/2024
Total 13780:						785.00	785.00		
AMAZON CAPITAL SERVI	13706.	13VQ-PCW4	FLAME RESISTANT JACK	1	11/25/2024	219.99	219.99	1007354	12/10/2024
		16ML-GHJQ-	SUPPLIES-CUPS/LIDS	1	11/27/2024	99.95	99.95	1007354	12/10/2024
		16ML-GHJQ-	SLUSHY SYRUP - BLUE R	2	11/27/2024	155.20	155.20	1007354	12/10/2024
		1G3N-974V-	SUPPLIES	1	11/09/2024	39.99	39.99	1007354	12/10/2024
		1KLL-4DVH-	USB CABLES	1	11/12/2024	29.95	29.95	1007354	12/10/2024
		1KTY-39YD-	PHONE BAGS/CASES	1	10/24/2024	729.12	729.12	1007354	12/10/2024
		1MF7-VWVRV	SUPPLIES	1	11/01/2024	29.49	29.49	1007354	12/10/2024
		1PXJ-9HLK-	ELECTROMECHANICAL	1	11/13/2024	248.31	248.31	1007354	12/10/2024
		1TK6-6KGG-	SUPPLIES	1	11/05/2024	45.59	45.59	1007354	12/10/2024
Total 13706:						1,157.61	1,157.61		
BERNICK'S	11950.0	10292591	POP/MISC	1	11/26/2024	125.64	125.64	128877	12/09/2024
		10292592	THC PRODUCTS	1	11/26/2024	48.00	48.00	128877	12/09/2024
		10292593	BEER	1	11/26/2024	663.40	663.40	128877	12/09/2024
		I64557	POP/MISC	1	11/26/2024	1,765.80	1,765.80	128877	12/09/2024
Total 11950:						2,602.84	2,602.84		
BLAINE LOCK & SAFE, IN	12256.	32290	REPAIR LOCKS - LOCKE	1	10/22/2024	215.00	215.00	1007355	12/10/2024
Total 12256:						215.00	215.00		
BREAKTHRU BEVERAGE	8002.0	118893393	LIQUOR	1	11/27/2024	1,742.86	1,742.86	128878	12/09/2024
		118893394	WINE	1	11/27/2024	119.00	119.00	128878	12/09/2024
		118893395	POP/MISC	1	11/27/2024	65.56	65.56	128878	12/09/2024
Total 8002:						1,927.42	1,927.42		
C&H PRECISION	52284.	INV2458	SWAT HANDGUN BASE P	1	11/25/2024	140.82	140.82	128879	12/09/2024
Total 52284:						140.82	140.82		
CARTRELL COOPER	15141.	0917	GRINCH & MAX - SANTA I	1	11/13/2024	300.00	300.00	128869	12/09/2024
Total 15141:						300.00	300.00		
DACOTAH PAPER CO	15887.	32404	CUPS & PLATES	1	11/26/2024	90.17	90.17	128880	12/09/2024
		32641	GLOVES/CAN LINERS/TO	1	11/26/2024	221.46	221.46	128880	12/09/2024

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
Total 15887:						311.63	311.63		
DANGEROUS MAN BRE	52264.	IN-6108	BEER	1	11/26/2024	191.00	191.00	128881	12/09/2024
Total 52264:						191.00	191.00		
DIANA ROGERS	52282.	80138715	HOLIDAY MARKET VEND	1	12/02/2024	65.00	65.00	128882	12/09/2024
Total 52282:						65.00	65.00		
ED JENKINS	52286.	1	LIBRARY CLASS 11/16	1	11/16/2024	700.00	700.00	128883	12/09/2024
Total 52286:						700.00	700.00		
ELK RIVER MUNICIPAL U	17700.	112024	WATER/ELECTRIC/SWR/	1	11/20/2024	31,278.45	31,278.45	1007356	12/10/2024
		112024	WATER/ELECTRIC/SWR/	2	11/20/2024	3,476.42	3,476.42	1007356	12/10/2024
		112024	WATER/ELECTRIC	3	11/20/2024	2,680.09	2,680.09	1007356	12/10/2024
		112024	ELECTRIC	4	11/20/2024	1,083.50	1,083.50	1007356	12/10/2024
		112024	ELECTRIC	5	11/20/2024	293.49	293.49	1007356	12/10/2024
		112024	ELECTRIC	6	11/20/2024	64.50	64.50	1007356	12/10/2024
		112024	ELECTRIC	7	11/20/2024	34.24	34.24	1007356	12/10/2024
Total 17700:						38,910.69	38,910.69		
FRONT LINE PLUS FIRE	19450.	14294	SIREN BATTERY/CHARG	1	11/22/2024	945.00	945.00	128884	12/09/2024
Total 19450:						945.00	945.00		
GILLETTE SIGNWORKS L	19953.	6722	COUNCIL NAME PLATE-C	1	11/20/2024	27.00	27.00	1007357	12/10/2024
Total 19953:						27.00	27.00		
HEARTLAND BUSINESS	14882.	746704-H	REPLACE CAMERA	1	11/18/2024	1,725.58	1,725.58	1007358	12/10/2024
Total 14882:						1,725.58	1,725.58		
JOHNSON BROS LIQUOR	22775.	2675678	LIQUOR	1	11/26/2024	2,241.24	2,241.24	128885	12/09/2024
		2675678	FREIGHT	2	11/26/2024	16.34	16.34	128885	12/09/2024
Total 22775:						2,257.58	2,257.58		
RINK-TEC INTERNATION	14686.	5876	MAINTENANCE AGREEM	1	09/05/2024	4,160.00	4,160.00	1007359	12/10/2024
Total 14686:						4,160.00	4,160.00		
SHAMROCK GROUP INC	12909.	3088221	ICE	1	11/11/2024	185.92	185.92	1007360	12/10/2024
		3088221	FREIGHT	2	11/11/2024	4.00	4.00	1007360	12/10/2024
Total 12909:						189.92	189.92		
SOUTHERN GLAZER'S W	8000.0	2559476	FREIGHT	1	11/27/2024	6.40	6.40	128886	12/09/2024
		5118715	LIQUOR	1	11/25/2024	111.00	111.00	128886	12/09/2024
		5118715	FREIGHT	2	11/25/2024	.43	.43	128886	12/09/2024
Total 8000:						117.83	117.83		

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
SYSCO MINNESOTA INC	12551.	547615744	SUPPLIES-PLATES & NA	1	11/27/2024	456.23	456.23	128887	12/09/2024
		547615744	CONCESSIONS FOOD	2	11/27/2024	3,022.24	3,022.24	128887	12/09/2024
Total 12551:						3,478.47	3,478.47		
TARGETSOLUTIONS LEA	13501.	INV106137	VECTOR TRAINING	1	10/31/2024	1,925.00	1,925.00	1007361	12/10/2024
Total 13501:						1,925.00	1,925.00		
UKG INC.	12920.	300083721	OVERAGE - SEP 24	1	10/15/2024	3,099.31	3,099.31	1007362	12/10/2024
		300103632	CONTRACT 12/1/24 - 2-28	1	11/15/2024	19,000.66	19,000.66	1007362	12/10/2024
Total 12920:						22,099.97	22,099.97		
VIKING COCA-COLA CO	35725.	3562621	POP/MISC	1	11/13/2024	787.80	787.80	1007363	12/10/2024
Total 35725:						787.80	787.80		
WASTE MANAGEMENT	36033.	49240-1706-	NOV GARBAGE TIP FEES	1	11/18/2024	22,713.05	22,713.05	128888	12/09/2024
Total 36033:						22,713.05	22,713.05		
Grand Totals:						228,314.27	228,213.01		

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 16, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Resolution 24-74 and Agreements 24-32 and 24-33
Subordination of Restrictive Covenants for Dove
Tree Apartments

Reviewed by
Cal Portner

Action Requested

Adopt, by motion, Resolution 24-74 authorizing the execution of agreements with Northmarq Capital Finance, LLC, and Elk River Prop I LLC, subordinating existing regulatory agreements for the Dove Tree Apartments.

Background/Discussion

The Dove Tree Apartments, located at 1105 Lions Park Drive, were constructed in the mid-1990s and participated in a financing program that required covenants ensuring affordability standards for tenants. In 2010, the property participated in a multifamily housing bond program through the city in which the city issued conduit bonds to support the renovation of all units. Utilization of the bond program required that affordability standards be extended 15 years, expiring in late 2025, through two regulatory agreements. The bonds have been repaid; however, the regulatory agreements continue to be in effect until they expire next year.

The property is now under a purchase agreement for acquisition by a new owner, Elk River Prop I LLC. The new owner's lender has requested the city subordinate its regulatory agreements as the new debt will be backed by Fannie Mae, and Fannie Mae standards make its participation conditional on this subordination. This subordination request leaves the standards in place but would allow a court more latitude to discharge these requirements in the event of a foreclosure or bankruptcy proceeding.

As the affordability standards are set for expiration in 2025, it is highly unlikely this subordination will come into play within the next year. Bond counsel has advised in this process and does not object to this subordination.

Financial Impact

None. The conduit bonds have been paid off.

Mission/Policy/Goal

Meet changing needs - agile.

The Elk River Vision

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



Attachments

1. Resolution Approving Subordination Agreements
2. Agreement Subordinating the October 28, 2010 Regulatory Agreement
3. Agreement Subordinating the October 1, 2010 Regulatory Agreement

THE CITY OF ELK RIVER, MINNESOTA

RESOLUTION NO. 24-74

**RESOLUTION APPROVING A SUBORDINATION OF THE
REGULATORY AGREEMENT RELATED TO CONDUIT BONDS ISSUED FOR
THE DOVE TREE APARTMENTS PROJECT**

WHEREAS, the City of Elk River, Minnesota (the “City”) issued its Multifamily Housing Revenue Bonds (Dove Tree Apartments Project), Series 2010 (the “Bonds”), in the original aggregate principal amount of \$3,485,000 and its Subordinate Multifamily Housing Revenue Note (Dove Tree Apartments Project), Series 2010 in the original aggregate principal amount of \$2,856,000 (the “Note” and together with the Bonds, the “Obligations”), the proceeds of which were loaned to Elk River Leased Housing Associates III, Limited Partnership, a Minnesota limited partnership (the “Borrower”) for the purposes of financing the acquisition and renovation of a 68-unit multifamily rental housing development located at 1105 Lions Park Drive in the City (the “Project”); and

WHEREAS, the Bonds were issued by the City pursuant to an Indenture of Trust, dated as of October 1, 2010 (the “Indenture”), between the Issuer and U.S. Bank National Association, as trustee (the “Trustee”) and the Note was sold to U.S. Bank National Association, a national banking association (the “Subordinate Lender”) and issued pursuant to a Loan Agreement, dated as of October 1, 2010, between the City and the Borrower. The Obligations were issued in accordance with Minnesota Statutes, Chapter 462C, as amended (the “Act”); and

WHEREAS, the Issuer, the Subordinate Lender, and the Borrower entered into a Regulatory Agreement (Subordinate Note), dated as of October 28, 2010, and the Issuer, the Trustee, and the Borrower entered into a Regulatory Agreement (together, the “Regulatory Agreements”), dated as of October 28, 2010, which set forth the terms of the Borrower’s compliance with the Act and Section 142(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, the Obligations have been paid off in full; and

WHEREAS, the Borrower has determined to sell the Project to Elk River Prop I LLC, a Minnesota limited liability company and has obtained financing (the “Mortgage Loan”) from NorthMarq Capital Finance L.L.C (the “New Lender”), which will be secured by a Multifamily Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing (the “Security Instrument”) from the Borrower to the Lender and insured by Fannie Mae (“Fannie Mae”); and

WHEREAS, as a condition to receiving financing from the New Lender, Fannie has required that the Regulatory Agreements be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

WHEREAS, there has been presented to the City Council two Subordination Agreements (the “Subordination Agreements”) proposed to be entered into between the City, the New Lender and the Borrower, pursuant to which the City will agree to subordinate the Regulatory Agreements to the Security Instrument.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, that:

1. The City Council hereby approves the subordination of the Regulatory Agreements to the Security Instrument, pursuant to the terms of the Subordination Agreements.

2. The Subordination Agreements presented to the City Council and on file with the City Clerk is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Administrator; provided that execution of such document by such officials shall be conclusive evidence of approval.

3. The Mayor and City Administrator are hereby authorized to execute the Amendment to Regulatory Agreement on behalf of the City and to carry out on behalf of the City the City's obligations thereunder.

Adopted by the City Council of the City of Elk River, Minnesota this 16th day of December, 2024.

Mayor

ATTEST:

City Clerk

Prepared by, and after recording
return to:
Moss & Barnett (EHK)
A Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY
AGREEMENT
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this “**Agreement**”) is effective as of the ____ day of December, 2024, by The City of Elk River, Minnesota, a municipal corporation under the laws of the State of Minnesota (“**Governmental Entity**”), and Elk River Prop I LLC, a Minnesota limited liability company (“**Borrower**”), for the benefit of NORTHMARQ CAPITAL FINANCE, L.L.C., a Nebraska limited liability company, its successors and assigns (“**Lender**”).

RECITALS:

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$7,760,000.00 (“**Loan**”) pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Multifamily Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing that will be recorded among the records of Sherburne County, Minnesota (“**Official Records**”) (as supplemented or amended from time to time, the “**Mortgage**”) of certain improved real property located in Elk River, Sherburne County, Minnesota, as more particularly described on Exhibit A attached hereto (“**Property**”). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”.

B. In connection with the construction and development of the Property, Borrower’s predecessor-in-interest entered into a certain Regulatory Agreement (Subordinate Note) dated as of October 28, 2010 (“**Regulatory Agreement**”) in favor of the Governmental Entity, which was recorded in Sherburne County, Minnesota of the Official Records, pursuant to which the Property was subjected to certain restrictions.

C. As a condition to making the Loan, Lender requires that the lien of the Mortgage be superior to the lien of the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

D. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing, Encumbrance and Transfer Approval. Governmental Entity hereby approves and acknowledges the transfer of the Property to Borrower and the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Reserved.

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf.

7. Governmental Entity's Rights. Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may be released but it may not be modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property

by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Governmental Entity:

The City of Elk River
13065 Orono Parkway
Elk River, Minnesota 55330
Attn: City Administrator

If to Lender:

NORTHMARQ CAPITAL FINANCE, L.L.C.
3500 American Boulevard West, Suite 500
Bloomington, Minnesota 55431

Attention: Servicing Department

If to Borrower:

Elk River Prop I LLC
13000 Hilltop Rd
Burnsville, Minnesota 55337
Attention: Patrick Bagan

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY

The City of Elk River, Minnesota,
a municipal corporation of the State of Minnesota

By: _____
Name: John J. Dietz
Title: Mayor

By: _____
Name: Tina Allard
Title: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by John J. Dietz, the Mayor and Tina Allard, the City Clerk of The City of Elk River, Minnesota, a municipal corporation of the State of Minnesota, on behalf of the municipal corporation.

(Seal, if any)

Signature of Person Taking Acknowledgement

Title or rank

Serial Number, if any

BORROWER:

Elk River Prop I LLC,
a Minnesota limited liability company

By: Wagan Management North LLC,
a Minnesota limited liability company
Its: Manager

By: _____
Name: Patrick Bagan
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Patrick Bagan, the Manager of Wagan Management North LLC, a Minnesota limited liability company, the Manager of Elk River Prop I LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Signature of Person Taking Acknowledgement

(Seal, if any)

Title or rank

Serial Number, if any

LENDER:

NORTHMARQ CAPITAL FINANCE, L.L.C.,
a Nebraska limited liability company

By: _____
Name: Nancy Kunkel
Title: Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Nancy Kunkel, as Vice President of NORTHMARQ CAPITAL FINANCE, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.

Signature of Person Taking Acknowledgement

Title

Serial Number, if any

EXHIBIT A
Legal Description

PARCEL 1:

That part of Lot 4, Auditor's Subdivision No. 3, Sherburne County, Minnesota, according to the recorded plat thereof, also being part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 33 North, Range 26 West, lying Northeasterly of the Northeasterly line of the right-of-way of the Burlington Northern, Inc., formerly Northern Pacific Railway, described as follows:

Commencing at the intersection of said Northeasterly line of the railroad right-of-way with the East line of the public road (now known as Proctor Avenue and County State Aid Highway No. 1), running North and South along the West line of said Southeast Quarter of the Northeast Quarter, (said East line of the public road being a line 33.00 feet, East of as measured at right angles to the West line of said Southeast Quarter of the Northeast Quarter); thence Northerly along said East line of the public road about 85.00 feet, (73.30 feet, more or less measured to intersect the North line of said Southeast Quarter of the Northeast Quarter); thence North 89 degrees 04 minutes 19 seconds East, on an assumed bearing along the said North line for 735.00 feet, to the point of beginning of the land to be described; thence South 89 degrees 04 minutes 19 seconds West, a distance of 285.00 feet; thence South 00 degrees 55 minutes 40 seconds East, a distance of 469.00 feet; thence South 89 degrees 04 minutes 19 seconds West, a distance of 16.26 feet to the Northeasterly right-of-way of the said Burlington Northern Railroad; thence South 48 degrees 37 minutes 54 seconds East, along said Northeasterly right-of-way line, a distance of 407.29 feet; thence North 00 degrees 55 minutes 41 seconds West, a distance of 743.09 feet, to the point of beginning.

PARCEL 2:

Together with the benefit of easements for street, utility and drainage purposes as set forth in Easement and License Agreement dated October 28, 2010, filed October 28, 2010, as Document No. 721545.

9862747v2

Prepared by, and after recording
return to:
Moss & Barnett (EHK)
A Professional Association
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY
AGREEMENT
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this “**Agreement**”) is effective as of the ____ day of December, 2024, by The City of Elk River, Minnesota, a municipal corporation under the laws of the State of Minnesota (“**Governmental Entity**”), and Elk River Prop I LLC, a Minnesota limited liability company (“**Borrower**”), for the benefit of **NORTHMARQ CAPITAL FINANCE, L.L.C., a Nebraska limited liability company**, its successors and assigns (“**Lender**”).

RECITALS:

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$7,760,000.00 (“**Loan**”) pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the “**Loan Agreement**”) and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the “**Note**”). The Loan is to be secured by a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing that will be recorded among the records of Sherburne County, Minnesota (“**Official Records**”) (as supplemented or amended from time to time, the “**Mortgage**”) of certain improved real property located in Elk River, Sherburne County, Minnesota, as more particularly described on Exhibit A attached hereto (“**Property**”). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the “**Loan Documents**”.

B. In connection with the construction and development of the Property, Borrower’s predecessor-in-interest entered into a certain Regulatory Agreement dated as of October 1, 2010 (“**Regulatory Agreement**”) in favor of the Governmental Entity, which was recorded in Sherburne County, Minnesota of the Official Records, pursuant to which the Property was subjected to certain restrictions.

C. As a condition to making the Loan, Lender requires that the lien of the Mortgage be superior to the lien of the Regulatory Agreement. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement.

D. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof. Notwithstanding the above, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing, Encumbrance and Transfer Approval. Governmental Entity hereby approves and acknowledges the transfer of the Property to Borrower and the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Reserved.

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf.

7. Governmental Entity's Rights. Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may be released but it may not be modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property

by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Governmental Entity:

The City of Elk River
13065 Orono Parkway
Elk River, Minnesota 55330
Attn: City Administrator

If to Lender:

NORTHMARQ CAPITAL FINANCE, L.L.C.
3500 American Boulevard West, Suite 500
Bloomington, Minnesota 55431

Attention: Servicing Department

If to Borrower:

Elk River Prop I LLC
13000 Hilltop Rd
Burnsville, Minnesota 55337
Attention: Patrick Bagan

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY

The City of Elk River, Minnesota,
a municipal corporation of the State of Minnesota

By: _____
Name: John J. Dietz
Title: Mayor

By: _____
Name: Tina Allard
Title: City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by John J. Dietz, the Mayor and Tina Allard, the City Clerk of The City of Elk River, Minnesota, a municipal corporation of the State of Minnesota, on behalf of the municipal corporation.

(Seal, if any)

Signature of Person Taking Acknowledgement

Title or rank

Serial Number, if any

BORROWER:

Elk River Prop I LLC,
a Minnesota limited liability company

By: Wagan Management North LLC,
a Minnesota limited liability company
Its: Manager

By: _____
Name: Patrick Bagan
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2024, by Patrick Bagan, the Manager of Wagan Management North LLC, a Minnesota limited liability company, the Manager of Elk River Prop I LLC, a Minnesota limited liability company, on behalf of the limited liability company.

Signature of Person Taking Acknowledgement

(Seal, if any)

Title or rank

Serial Number, if any

LENDER:

NORTHMARQ CAPITAL FINANCE, L.L.C.,
a Nebraska limited liability company

By: _____
Name: Nancy Kunkel
Title: Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Nancy Kunkel, as Vice President of NORTHMARQ CAPITAL FINANCE, L.L.C., a Nebraska limited liability company, on behalf of the limited liability company.

Signature of Person Taking Acknowledgement

Title

Serial Number, if any

EXHIBIT A
Legal Description

PARCEL 1:

That part of Lot 4, Auditor's Subdivision No. 3, Sherburne County, Minnesota, according to the recorded plat thereof, also being part of the Southeast Quarter of the Northeast Quarter of Section 33, Township 33 North, Range 26 West, lying Northeasterly of the Northeasterly line of the right-of-way of the Burlington Northern, Inc., formerly Northern Pacific Railway, described as follows:

Commencing at the intersection of said Northeasterly line of the railroad right-of-way with the East line of the public road (now known as Proctor Avenue and County State Aid Highway No. 1), running North and South along the West line of said Southeast Quarter of the Northeast Quarter, (said East line of the public road being a line 33.00 feet, East of as measured at right angles to the West line of said Southeast Quarter of the Northeast Quarter); thence Northerly along said East line of the public road about 85.00 feet, (73.30 feet, more or less measured to intersect the North line of said Southeast Quarter of the Northeast Quarter); thence North 89 degrees 04 minutes 19 seconds East, on an assumed bearing along the said North line for 735.00 feet, to the point of beginning of the land to be described; thence South 89 degrees 04 minutes 19 seconds West, a distance of 285.00 feet; thence South 00 degrees 55 minutes 40 seconds East, a distance of 469.00 feet; thence South 89 degrees 04 minutes 19 seconds West, a distance of 16.26 feet to the Northeasterly right-of-way of the said Burlington Northern Railroad; thence South 48 degrees 37 minutes 54 seconds East, along said Northeasterly right-of-way line, a distance of 407.29 feet; thence North 00 degrees 55 minutes 41 seconds West, a distance of 743.09 feet, to the point of beginning.

PARCEL 2:

Together with the benefit of easements for street, utility and drainage purposes as set forth in Easement and License Agreement dated October 28, 2010, filed October 28, 2010, as Document No. 721545.

9862929v1



Request for Action

To
City Council

Item Number
4.4

Meeting Date
December 16, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Ordinance 24-25 Repealing Division 8 to Dissolve
the Energy City Commission

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Ordinance 24-25 repealing Section 2-351 through 2-357, Division 8. Energy City Commission

Approve, by motion, the November 20, 2024, and September 18, 2024, Energy City Commission minutes.

Background/Discussion

On October 7, 2024, the City Council discussed the roles and responsibilities of the Energy City Commission (ECC) and staff capacity and resources to continue maintaining the commission. It was recommended that the Elk River Municipal Utilities Commission evaluate whether members of the ECC could serve in a different capacity under the utility.

The Elk River Municipal Utilities Commission is already working on similar programs as the ECC and could foresee members serving in some capacity to assist them with energy-related programs and initiatives.

On November 20, 2024, the Energy City Commission met and agreed it would be best to dissolve the commission.

Financial Impact
N/A

Mission/Policy/Goal
Meet changing needs - agile

Attachments

1. Draft Ordinance
2. 11 20 24 Minutes ECC
3. ECC 09-18-2024

The Elk River Vision

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





Ordinance 24 - 25

An Ordinance to Repeal Chapter 2, Division 8, Energy City Commission of the City of Elk River, Minnesota, City Code

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

SECTION 1. Repeal

That §2-351 through §2-357, Division 8. Energy City Commission is hereby repealed.

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

Passed and adopted by the City Council of the City of Elk River this 16th day of December, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**Meeting of the Elk River Energy City Commission
Held at the Elk River City Hall
Wednesday, November 20, 2024**

Members Present: Chair Iverson, Commissioners Burandt, Fomby, Grupa, Miller, and Youngs

Members Absent: Commissioner Dombrovski

Staff Present: City Administrator Calvin Portner

1. Call Meeting to Order

Pursuant to due call and notice thereof, the meeting of the Elk River City Council was called to order at 8:30 a.m. by Chair Iverson.

2. Pledge of Allegiance:

Pledge of Allegiance was recited.

3. Consider Agenda

Moved by Commissioner Youngs and seconded by Commissioner Miller to approve the agenda. Motion carried 6-0.

4. Consent Agenda

Minutes were not available so there were no consent items to approve.

5. General Business

5.1 Discuss council Direction for Commission

City Administrator Portner provided an overview of the history of the Energy City Commission and the Elk River City Council meeting discussion held by the City Council in Work Session on October 7, 2024.

Commissioner Youngs provided an overview of the October 8, 2024, and November 12, 2024, discussions held by the Elk River Municipal Utilities Commission (ERMU) regarding the Council direction for the Commission.

Chair Iverson opened the discussion to comment on the pending commission direction.

Commissioner Fomby expressed that as citizen volunteers offering ideas, they are free thoughts with no cost. He asked for clarification whether ERMU was a private or public entity. Administrator Portner answered ERMU is a governmental entity under the municipality. Commissioner Fomby indicated an interest in participating in the new ECC.

Commissioner Miller stated he was concerned with losing a voice to the city and liked the projects the ECC was involved in. He indicated he wasn't as excited by a focus on educational topics.

Commissioner Burandt concurred with the statements by other commissioners and affirmed she would like to participate on the new committee.

Chair Iverson said he was all in for continuing participation. He felt the aim should not be scattered, rather finely focused on 1-2 items. He also would like the new commission to be open to new initiatives, such as plastic bags and the environment.

Moved by Commissioner Fomby and seconded by Commissioner Miller to recommend the closure of the City of Elk River Energy City Commission recognizing all the contributions by the commission beneficial to the community and environment through education and outreach for sustainability and conservation measures and to re-organize under the Elk River Municipal Utilities Commission for initiatives ensuring a cleaner environment. Go Navy, Beat Army! Motion carried 6-0.

5.2 Other Business

Neither the chair, nor the commissioners identified any other business.

6. **Motion to Adjourn**

Moved by Chair Iverson and seconded by Commissioner Fomby to adjourn the meeting of City Council. Motion carried 6-0.

The meeting adjourned at 9:21 a.m.

Minutes prepared by City Administrator Cal Portner.

John J. Dietz, Mayor

Tina Allard, City Clerk



**Meeting of the Elk River
Energy City Commission
Elk River City Hall
Wednesday, September 18, 2024**

Members Present: Chair Vern Iverson, Commissioners Barbara Burandt, Leo Dombrowski, Matthew Fomby, Cory Grupa

Members Absent: Vice Chair Tony Miller, Commissioner Sara Young

1. Call Meeting to Order

Pursuant to due call and notice thereof, the meeting of the Elk River Energy City Commission was called to order by Chair Iverson at 8:30 a.m.

2. Pledge of Allegiance

Chair Iverson led the Pledge of Allegiance.

3. Consider Agenda

Commissioner Fomby motioned to approve the agenda, seconded by Commissioner Grupa. Motion carried 5-0.

Commissioner Grupa provided a recap of the Monticello Nuclear Plant tour, and the commission discussed some of their highlights.

4.1 Consider Consent Agenda - July 17, 2024, Minutes

Commissioner Dombrowski moved to approve the consent agenda, seconded by Commissioner Grupa. Motion carried 5-0.

5.3 Tour Recap – Republic Recycling, Big Lake Agrivoltaics, and Sherco Solar site –

Commissioner Grupa provided a recap of the Monticello Nuclear Plant tour, and the commission discussed some of their highlights.

5.2 P & R Committee – draft plan for energy project – Commissioner Fomby stated he and Chair Iverson, attended the Parks and Recreation Commission meeting on September 11, 2024. He stated the Parks commission needed more details about how much distance of lightening their project would cover, and then they would determine the park and section of trail to receive the lighting, noting they preferred overhead lighting. Commissioner Fomby stated after the meeting, he researched the cost of solar lighting and pole, not including labor and installation costs, and determined they could purchase approximately 41 lights and poles, to cover a distance of 0.5 to 1 mile. He wondered if a partnership with the Boy Scouts was possible, along with the city, to share some of the installation costs. He felt next steps would be to return to the Parks commission with estimated costs of solar lights and poles.

5.1 Review Draft Goals –Subcommittee Update

Commissioners reviewed the goals, action steps, timelines, and budgets for the Sustainability ideas. One suggestion was for the commissioners to be provided language and education to have discussions with downtown business owners. They discussed the environmental need for reducing plastic bag waste. Commissioner Grupa suggested visiting with businesses downtown with the facts about the need to reduce plastic bag waste and discuss costs for businesses to purchase cloth bags. Suzanne Fischer would help the commissioners with what to say and costs for bags.

The commission then discussed organics recycling and this program is currently being offered. They removed item b from the goals sheet.

The commissioners will request some city identification badges for when approaching businesses and schools.

The commission discussed the Education/Public Outreach ideas. Commissioner Dombrovski stated he will spearhead a science fair or similar event. Commissioner Burandt stated she will spearhead the 2025 Farmers Market events.

5.3 Tour Recap – Republic Recycling, Big Lake Agrivoltaics, and Sherco Solar site – Commissioners discussed highlights from their site tours.

5.4 3rd Quarter Star News Article (Fomby) – Commissioner Fomby will work on expanding on last quarter's article on energy or solar power.

5.5 Other Commission Updates – Chair Iverson discussed promoting Drive Electric day scheduled for September 25. Commissioner Grupa suggested him reaching out to Karen Wingard for attending the Farmer's Market.

There being no further business, Commissioner Dombrovski moved to adjourn the meeting, seconded by Commissioner Fomby. The meeting adjourned at 9:29 a.m.

Minutes prepared by Jennifer Green.

John J. Dietz, Mayor

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.5

Meeting Date
December 16, 2024

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Resolution 24-75 Accept Donations from Woodland Trails Patrons

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-75 acknowledging the monetary contribution of \$250.00 from Charles Larson as well as \$298.93 from miscellaneous Woodland Trails Regional Park donors.

Background/Discussion

We continue to receive donations in the Woodland Trails Regional Park donation box.

Financial Impact

Additional funds used for park maintenance and improvements.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. December 2024 Woodland Trails Donation Resolution

The Elk River Vision

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



**City of Elk River
City Council**

Resolution 24-75

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

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

WHEREAS, the City of Elk River received a \$250.00 donation from Charles Larson and \$298.93 from misc. Woodland Trails Regional Park donations with the intent it be used by Parks and Recreation Department for Woodland Trails Regional Park.

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

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

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

Passed and adopted this _____ day of _____ 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.6

Meeting Date
December 16, 2024

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Resolution 24-76 Accept Donation from
Zimmerman Fire Relief Association

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-76 acknowledging the monetary contribution of \$2,000 from the Zimmerman Livonia Fire Relief Association.

Background/Discussion

We continue to receive financial donations from the Zimmerman Livonia Fire Relief Association.

Financial Impact

Funds used for parks equipment.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. Resolution 24-76

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**City of Elk River
City Council**

Resolution 24-76

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

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

WHEREAS, the City of Elk River received a \$2,000 donation from Zimmerman Livonia Fire Relief Association with the intent it be used by the Parks and Recreation Department for parks equipment.

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

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

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

Passed and adopted this _____ day of _____ 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.7

Meeting Date
December 16, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Resolution 24-77 Approving an Amendment to the Minnesota Municipal Power Association Agency

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-77 approving an amendment to the agreement with the Minnesota Municipal Power Agency.

Background/Discussion

The Minnesota Municipal Power Agency (MPPA) Board of Directors has recommended an amendment to their agency agreement with regard to weighted voting for the approval of new members and the issuance of debt.

Currently, members who have MPPA-invested capital transmission and distribution service get voting-weight credit for that power they do not provide. The amendment would only allow weighted votes for the megawatt-hours that agency purchases from MPPA each year.

Financial Impact

No financial impact.

Mission/Policy/Goal

Elk River Mission Statement

Attachments

1. 2024-11 - 5.13 - Amendment to MPPA Agency Agreement
2. 2024-11 - 5.13a - MPPA Member Voting Totals, 2024
3. 2024-11 - 5.13b - MPPA Resolution 2024-01 (Amending Agency Agreement - Weighted Voting Totals)
4. Resolution No. 24-13 - ERMU Resolution No. 24-13 Approving Amendment to MPPA Agency Agreement
5. RESOLUTION 2024 MPPA Agency Agreement

The Elk River Vision

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TO: ERMU Commission	FROM: Mark Hanson – General Manager
MEETING DATE: November 12, 2024	AGENDA ITEM NUMBER: 5.13
SUBJECT: Amendment to Minnesota Municipal Power Agency Agreement	
ACTION REQUESTED: Approve ERMU Resolution 24-13 Amending the MMPA Agency Agreement	

BACKGROUND:

Minnesota Municipal Power Agency (MMPA) is requesting approval of the attached agency amendment regarding weighted voting to their power sales agreement with ERMU.

Weighted voting totals are used for specific actions of the MMPA Representatives, such as approving new members and approving the issuance of debt. Currently, each MMPA member gets one weighted vote, plus another vote for every 5,000 Megawatt-hours (MWh) it purchases from MMPA in a year. The current weighted voting totals for 2024 are attached for reference.

DISCUSSION:

The MMPA Board of Directors identified an issue with the current weighted voting definition. A member could receive a disproportionate number of votes from sales to a large customer if MMPA invested capital to provide transmission and distribution service to the customer, rather than the member.

MMPA's Representatives approved an amendment to MMPA's Agency Agreement changing how weighted votes are calculated. The amendment would exclude Megawatt-hours delivered to a customer when MMPA has made the investment in transformation or other facilities to directly serve the customer, rather than the member.

NEXT STEPS:

MMPA's Agency Agreement requires approval by two thirds of members' governing bodies. This means that approval is needed by the Elk River City Council in addition to the ERMU Commission. ERMU staff will work with city staff to facilitate the council approval process.

ATTACHMENTS:

- MMPA Member Voting Totals, 2024
- MMPA Resolution 2024-01 (Amending Agency Agreement – Weighted Voting Totals)
- ERMU Resolution 24-13 Amendment to MMPA Agency Agreement

MMPA Member Voting Totals - 2024

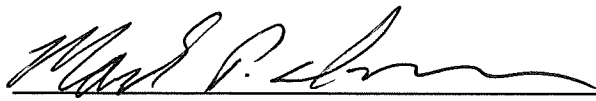
Source: Agency Agreement, MMPA

	2023 MWh Purchases	Allocation of Votes to Members				%
		One Vote	Additional Votes	Subtotal	Weighted Vote	Allocation of Votes
		(1)	(2)		(3)	
Anoka	274,011	1	54	55	55	14.03%
Arlington	22,036	1	4	5	5	1.28%
Brownnton	4,994	1	0	1	1	0.26%
Buffalo	126,652	1	25	26	26	6.63%
Chaska	422,930	1	84	85	85	21.68%
East Grand Forks	89,355	1	17	18	18	4.59%
Elk River	341,682	1	68	69	69	17.60%
Le Sueur	89,251	1	17	18	18	4.59%
North St. Paul	75,181	1	15	16	16	4.08%
Olivia	6,698	1	1	2	2	0.51%
Shakopee	461,469	1	92	93	93	23.72%
Winthrop	16,675	1	3	4	4	1.02%
Total	1,930,931	12	380	392	392	100.00%

- (1) Each Member is allocated one vote.
- (2) Each Member is allocated "one additional vote for each full 5,000 megawatt hours of electric energy purchased from the Agency by the Member during such Member's most recent fiscal year".
- (3) If votes allocated to any Member pursuant to clauses (1) and (2) of Member Agreement "would equal or exceed the total number of votes allocated to all other Members, its allocation of votes shall be reduced to one vote less than those allocated to all other Members".

APPROVED BY BOARD OF DIRECTORS

SECRETARY


Mark Hanson

DATE:

1/23/2024

MINNESOTA MUNICIPAL POWER AGENCY (THE "AGENCY")

RESOLUTION **2024-01** OF THE REPRESENTATIVES OF THE AGENCY

WHEREAS, the Board of Directors has recommended an amendment to the Agency Agreement, and

WHEREAS, The Representatives of the Agency have discussed and studied the proposed amendment to the Agency Agreement and are collectively of the opinion that the proposed change to the Agency Agreement is necessary and appropriate and will facilitate the goal of the Agency to provide economic and reliable power to its members; and

WHEREAS, in accordance with Section 9(L) of the Agency Agreement (i) at least two-thirds of the Representatives of the Agency, each casting one vote and (ii) at least two-thirds of the total number of votes capable of being cast by all Representatives in accordance with the currently effective weighted voting formula approve the following amendment.

NOW THEREFORE BE IT RESOLVED by the Representatives of the Minnesota Municipal Power Agency:

1. That the Agency Agreement be amended by changing Section 9(C) to read as follows:

9(C) Voting. Except as otherwise expressly provided in this Agency Agreement, each action at any meeting of the Representatives shall be taken by a majority of the votes cast on the question by the Representatives present, each exercising a number of votes allocated to the Member he or she represents as follows (referred to herein as a "weighted vote"):

(1) one vote; plus

(2) one additional vote for each full 5,000 megawatt hours of electric energy purchased from the Agency by the Member during such Member's most recent fiscal year. Any electric energy purchased from the Agency during the Member's most recent fiscal year to serve a customer where the Agency (a) has invested in transformation or other facilities to serve said customer and (b) is providing electric power and energy to the Member to serve the customer pursuant to a special rate structure (such as a transmission transformed contract) shall be excluded from the additional vote calculation in the preceding sentence; plus

- (3) if the votes allocated to any Member pursuant to clauses (1); and (2) would equal or exceed the total number of votes allocated to all other Members, its allocation of votes shall be reduced to one vote less than those allocated to all other Members.

The allocation of votes to each member shall be made in accordance with the formula outlined above as soon as practicable after the beginning of each Fiscal Year. The allocation shall be made by the Secretary of the Municipal Power Agency based upon ~~a certificate of the Commission or Representative of the Member~~ the Municipal Power Agency's billing files, and such allocation shall be verified by the Board of Directors. Each such allocation shall remain effective until such time as a new allocation is made for the next Fiscal Year.

2. That each Member be provided with a proposed resolution of approval and concurrence to be adopted by the Member's City Council and (as appropriate) Utility Commission.
3. That this resolution, together with the concurring resolutions of City Councils and Utility Commissions of Members, be filed with the Secretary of State of the State of Minnesota.

FOR ADOPTION:

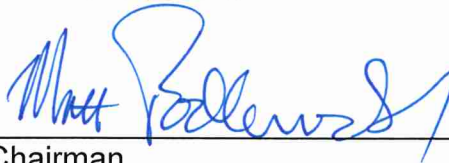
Anoka, Buffalo, Chaska, East Grand Forks, Elk River, Le Sueur, Shakopee, Winthrop

AGAINST ADOPTION:

None

Absent: Arlington, Brainerd, North St. Paul, Olivia

Adopted and passed this 22nd day of October, 2024.



Chairman

ATTEST:



Secretary

RESOLUTION NO. 24-13
BOARD OF COMMISSIONERS
ELK RIVER MUNICIPAL UTILITIES

A RESOLUTION APPROVING AMENDMENT TO MMPA AGENCY AGREEMENT

WHEREAS, Elk River Municipal Utilities is a member of the Minnesota Municipal Power Agency ("MMPA"); and

WHEREAS, that relationship is defined by the MMPA Agency Agreement dated May 28, 2013; and

WHEREAS, the Board of Directors has identified an issue with the current weighted voting system; and

WHEREAS, on October 22, 2024, the Board of Directors approved Resolution 2024-01 to amend section 9(c) of the Agency Agreement ("Amendment Resolution"); and

WHEREAS, in order for the amendment to be effective, each member's City Council and controlling Utility Commission must also approve the amendment.

WHEREAS, ERMU wishes to approve and concur with amendment on voting and the Amendment Resolution.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF ELK RIVER MUNICIPAL UTILITIES, BASED UPON THE FOREGOING RECITALS INCORPORATED HEREIN, AS FOLLOWS:

1. The Commission approves and concurs with the Amendment Resolution and its proposed amendment to Section 9(c) of the Agency Agreement.

This Resolution Passed and Adopted this 12th day of November, 2024.



John J. Dietz, Chair



Mark Hanson, General Manager



**City of Elk River
City Council**

Resolution 24-77

**A Resolution of the City Council of the City of Elk River Approving an
Amendment to the MMPA Agency Agreement**

WHEREAS, Elk River Municipal Utilities is a member of the Minnesota Municipal Power Agency (“MMPA”); and

WHEREAS, that relationship is defined by the MMPA Agency Agreement dated May 28, 2013; and

WHEREAS, the Board of Directors has identified an issue with the current weighted voting system; and

WHEREAS, on October 22, 2024, the Board of Directors approved Resolution 2024-01 to amend section 9(c) of the Agency Agreement (“Amendment Resolution”); and

WHEREAS, in order for the amendment to be effective, each member’s City Council and controlling Utility Commission must also approve the amendment; and

WHEREAS, Elk River Municipal Utilities approved and concurred with the amendment on voting and the amendment resolution on November 12, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: approves and concurs with the Amendment Resolution and its proposed amendment to Section 9(c) of the Agency Agreement.

Passed and adopted this 16th day of December 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.8

Meeting Date
December 16, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City Council Committee Assignments and Terms

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Council committee assignments and term expirations as outlined in the attached grid.

Background/Discussion

Committee assignments were approved at the December 2, 2024, Council meeting. This is to confirm the mayoral appointments with the correct terms that correspond with the respective commissions' bylaws and/or ordinances.

Financial Impact
NA

Mission/Policy/Goal
Elk River Mission

Attachments
I. Council Liaisons 2025

The Elk River Vision

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Non-Voting Rights (follow Council terms)

	Dietz	Grupa	Calva	Beyer	Wagner
Heritage Preservation Commission			● 12/31/28		
Parks & Recreation Commission		● 12/31/26			
Planning Commission					● 12/31/26

Voting Rights

	Dietz	Grupa	Calva	Beyer	Wagner
Economic Development Authority (follow Council terms, non-council term is 6 yrs.)		● 12/31/26	● 12/31/28	● 12/31/28	● 12/31/26
Housing & Redevelopment Authority (follow Council terms, non-council term is 5 yrs.)	● 12/31/26				
Multipurpose Facility Commission (3-year terms)				● 2/29/28	
Utilities Commission (3-year terms)	● 2/29/28				
Fire Relief Association (annual term)	● 12/31/24				
Region 7W Transportation Policy Board	● No Term				



Request for Action

To
City Council

Item Number
4.9

Meeting Date
December 16, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Housing and Redevelopment Authority
Appointment

Reviewed by
Cal Portner
Tina Allard

Action Requested

Appoint, by motion, the Mayoral appointment of Lynn Caswell to the Housing and Redevelopment Authority with a term expiration of December 31, 2029.

Background/Discussion

Per Advisory Board and Commission Policy, the Mayor shall make appointments to the Housing and Redevelopment Authority with approval of the Council.

Financial Impact
NA

Mission/Policy/Goal
Elk River Mission

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
4.10

Meeting Date
December 16, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Agreement 24-34: Flock Safety Group for License
Plate Recognition Technology

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the execution of Agreement 24-34 between the Elk River Police Department and Flock Safety.

Background/Discussion

The pricing, features, and data storage options for Flock Safety license plate recognition technology were presented to the Council at the November 18, 2024, Regular City Council meeting. The police department would like to enter into a two-year agreement with Flock Safety and implement the technology.

Financial Impact

The total for the 2-year agreement is \$94,175 and will come from public safety aid dollars.

Mission/Policy/Goal

Elk River mission

Attachments

- I. Flock Safety Agreement

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Flock Safety + MN - Elk River PD

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

MAIN CONTACT:
Bo Manor
bo.manor@flocksafety.com
+17154569138



EXHIBIT A
ORDER FORM

Customer: MN - Elk River PD
Legal Entity Name: MN - Elk River PD
Accounts Payable Email: dmckernan@elkrivermn.gov
Address: 13077 Orono Pkwy Nw Elk River, Minnesota 55330

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$45,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	15	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$325.00	11	\$3,575.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	4	\$600.00

Subtotal Year 1: \$49,175.00
Annual Recurring Subtotal: \$45,000.00
Discounts: \$3,575.00
Estimated Tax: \$0.00
Contract Total: \$94,175.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$49,175.00
Annual Recurring after Year 1	\$45,000.00
Contract Total	\$94,175.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$3,575.00

Product and Services Description

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

FlockOS Features & Description

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

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - Elk River PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



Request for Action

To
City Council

Item Number
4.11

Meeting Date
December 16, 2024

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

Item Description
Amendment No. 1 to Agreement 23-27 for Plants
and Things Naming Rights

Reviewed by
Jeff Shelby
Cal Portner
Tina Allard

Action Requested
Approve, by motion, Amendment No. 1 to Agreement 23-27 for Plants and Things naming rights.

Background/Discussion
Plants and Things requested to amend their naming rights agreement to include a 12-month repayment schedule. This payment schedule mirrors the Furniture and Things naming rights for the community event center.

Financial Impact
\$35,000 over a 12-month period is \$2,916.67 due each month.

Mission/Policy/Goal
Work with citizens to achieve goals.

Attachments
I. Naming Rights Agreement - Plants and Things Recreational Complex - Amending contribution schedule (Dec 11 2024)

The Elk River Vision

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

ELK RIVER RECREATIONAL COMPLEX NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT (“Agreement”) is made as of this 21st day of August 2023 (the “Effective Date”), by and between the **CITY OF ELK RIVER**, a Minnesota municipal corporation (“City”), and **PLANTS AND THINGS , INC./FURNITURE AND THINGS, INC.**, a Minnesota Corporation (“Primary Sponsor”). The following recitals form the basis for this Agreement and are made a part hereof.

RECITALS

1. The City of Elk River owns the Elk River recreational complex (“Facility”) with a street address of 9950 165th Avenue, Elk River, MN 55330 and 9730 165th Avenue, Elk River, MN.
2. Primary Sponsor is a furniture retailer located at 15612 Jarvis ST NW Elk River, MN 55330 with the intent of attaining exclusive naming rights to the Facility.
3. The City and Primary Sponsor enter into this Agreement whereby in exchange for Primary Sponsor’s agreement to make initial and annually recurring Contributions (as hereinafter defined) to the City for deposit to the Facility fund, the City agrees to grant to Primary Sponsor the naming rights for the Facility, as set forth and agreed to in this Agreement.
4. Other than the naming rights set forth and agreed to in this Agreement, the City is not giving Primary Sponsor anything of value for the Contributions.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE MUTUAL PROMISES AND CONSIDERATIONS SET FORTH BELOW, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE CITY AND PRIMARY SPONSOR AGREE AS FOLLOWS:

Article I Facility Name and Naming Rights

1. **Facility.** The City grants to Primary Sponsor exclusive naming rights for the Facility.
2. **Facility Name and Logo.** The City and Primary Sponsor will work together to create a name and logo for the Facility that showcases Primary Sponsor’s business.
 - a. The name and logo will be agreed on by the parties and approved by the Elk River City Council.
3. **Facility Signage and Related Naming Rights Assets.**
 - a. Primary Sponsor will be permitted Facility signage as listed and depicted in **Exhibit A**, which is attached hereto and incorporated herein.

- b. In addition to signage, Primary Sponsor is granted the related naming rights assets enumerated and depicted in **Exhibit A**.
- c. The City will fabricate and install the signage and related naming rights assets and will own, maintain, and replace (if required due to normal wear and tear) during the term of this Agreement.
- d. The City and Primary Sponsor will work together to develop a signage package and a budget for the signage and additional naming rights assets. The City and Primary Sponsor will share the signage expense equally.
- e. Primary Sponsor will also be responsible for any future costs for signage or other naming rights assets related to a request by Primary Sponsor to modify or change the name or logo of the Facility.

Article II Exclusivity

1. **Exclusivity.** Primary Sponsor will have category exclusivity for all advertising within the Facility. The City will not make agreements with any Primary Sponsor “Competitor.” “Competitor” is defined as a retail business engaged exclusively or primarily in furniture and/or garden center sales. By way of example, this would include, but not be limited to, businesses such as Hom Furniture, Ashley Furniture, By the Yard inc., etc. Competitors do not include businesses such as Target, Walmart, Menards, etc., that may sell furniture and/or have a home and garden center but are not engaged exclusively or primarily in retail furniture and/or home and garden center sales or outdoor sheds and furnishings.
2. **Secondary Sponsors.** The City reserves the right to sell advertising and entitlement to secondary sponsors, excluding Competitors (“Secondary Sponsors”), as set forth herein for naming of other current or future physical spaces within the Facility, including the football/lacrosse/soccer rectangular fields, baseball/softball fields, training/warmup areas, playground, concessions building, and such other areas as may be delineated or added in the future. The City also reserves the right to sell entitlement to Secondary Sponsors for naming of other Facility assets including, but not limited to, fence signs, equipment wraps, etc.

Article III Contribution

Primary Sponsor hereby agrees to make an initial contribution (“Contribution”) to City of Thirty-Five Thousand and 00/100 dollars (\$35,000.00) payable in full on the Effective Date of this Agreement. Thereafter, on or before each monthly anniversary with the first payment due September 21, 2025, each month during the term of this Agreement, Primary Sponsor shall make a monthly contribution of \$2,916.67.

Article IV
Relationship of Parties; No Property Interest

1. **Relationship of the Parties.** Under this Agreement, the parties shall at all times be acting and performing as independent contractors. Nothing contained in this Agreement shall be construed to create a joint venture, principal, and agent, or any similar legal or equitable relationship between the parties. Neither party shall have or exercise any control or direction over the methods by which the other party provides services contemplated by this Agreement. Nothing in this Agreement shall be construed to give Primary Sponsor any control over or responsibility for operation of the Facility.
2. **No Property Interest.** Nothing in this Agreement shall be construed as granting to Primary Sponsor any property interest in any City-owned property. The City maintains all its rights as the fee owner of the Facility and all improvements thereon on behalf of itself and the public.

Article V
Term and Termination

1. **Fixed Term.** The Term of this Agreement shall commence on the Effective Date and remain in effect for a period of ten (10) years, until the 10th anniversary of the Effective Date (the “Expiration Date”).
2. **Early Termination.**
 - a. **Early termination by Primary Sponsor.** Primary Sponsor may terminate this Agreement for any reason, effective on the fifth (5th) anniversary of the Effective Date by giving City no less than one (1) year’s written notice of its intent to terminate. If Primary Sponsor terminates this Agreement on the fifth (5th) anniversary of the Effective Date, Primary Sponsor shall pay City, at the time of its written notice of termination, a \$50,000 early termination fee in lieu of the annual \$35,000 contribution.
 - b. **Early Termination for Cause.** Either party may terminate this Agreement for good cause shown. The terminating party shall give a written “Notice of Intent to Terminate” the Agreement. The Notice of Intent to Terminate the Agreement shall set forth the reason(s) for termination of the Agreement and shall allow for a “Cure Period” during which time the non-terminating party shall have the opportunity to cure the purported breach or default. If either party fails to cure and Good Cause continues to exist following the applicable cure period, the other party shall be entitled to terminate the Agreement or seek specific performance, and in any event, may sue for damages. In any action for damages under this Agreement, neither party shall be liable or responsible under any circumstances for consequential, incidental, indirect lost profit, or punitive damages of any kind.
 - c. “Good cause” for City to terminate includes, but is not limited to, the following:
 - i. Any material breach of the terms, conditions, and obligations of this Agreement by Primary Sponsor;

- ii. Failure by Primary Sponsor to deliver the contributions provided for in Article III hereof. The Opt-out fee provided for in Article V(2)(a) hereof, or any required payment as set forth herein;
 - iii. Any crime by Primary Sponsor or any principal or owner of Primary Sponsor that causes Primary Sponsor to come into disrepute in the greater Elk River Area;
 - iv. Occurrence of insolvency or bankruptcy of Primary Sponsor, or upon the general assignment by Primary Sponsor for the benefit of creditors, or upon the consent of Primary Sponsor to the appointment of a receiver, trustee, or liquidator of all or substantially all its property; or
 - v. Occurrence of a Transfer Event which City has not consented to, as provided in Article VII of this Agreement.
- d. “Good cause” for Primary Sponsor to terminate includes, but is not limited to, the following:
- i. Any material breach of the terms, conditions, and obligations of this Agreement by City;

3. **Removal of Signs, Logos, and Marks.** Upon termination or expiration of this Agreement, City shall have the right to remove all signs, logos, and marks in all locations throughout the Facility at no cost to the primary sponsor.

4. **First Right of Renewal.**

- a. Primary Sponsor shall have the first right to renew this Agreement beyond the Expiration Date by delivering written notice of its desire to do so at least one year before the Expiration Date.
- b. If Primary Sponsor provides notice of its desire to renew the Agreement, the parties will enter into a good faith negotiation to renew the Agreement on terms acceptable to both parties. All the terms of the Agreement shall be subject to negotiation.
- c. If terms to a new Agreement are not agreed to six (6) months before the Expiration Date, the parties may, at their option, continue negotiations, but City shall have the right to negotiate with third parties for a new Naming Rights Agreement and doing so will not constitute bad faith.
- d. This First Right of Renewal does not obligate either party to agree to a renewed agreement, nor to agree to any particular terms of a new agreement. The intent of this Article V, Section 4, is simply to provide a minimum six-month (6-month) period during which Primary Sponsor shall have the exclusive right to negotiate with City to renew this Agreement.

Article VI

Indemnification; Insurance

1. **Indemnification.** Without a waiver of City's statutory immunities pursuant to Minnesota Statutes Chapter 466 or other applicable law, each party agrees to defend, hold harmless and indemnify the other Party against any and all claims, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees and costs) asserted against, imposed upon, or incurred by the other Party that arises out of, or in connection with, the Party's default under or failure to perform any contractual or other obligations, commitment, or undertaking under this Agreement. Each Party further agrees that it shall be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party and results thereof. The provision of this Article shall survive the termination of the Agreement with respect to any claim, action, or proceeding that relates to acts or omissions during the term of this Agreement.
2. **Insurance.** The City shall maintain such insurance as is customarily maintained by owners of comparable facilities.

Article VII

Assignment

1. City shall be free to assign any of its rights or obligations under this Agreement to any successor in interest to City-owned property.
2. In the event Primary Sponsor shall propose to undergo a change in control, sell, assign, merge, reorganize, consolidate, or otherwise dispose of its business (any of the foregoing being a "Transfer Event"), Primary Sponsor shall notify City of such fact within thirty (30) days prior to such proposed Transfer Event. The notice shall state whether the Transfer Event will or could affect the exercise of Primary Sponsor's rights hereunder or whether it could result at any point in the renaming of the Facility and, if so, the new name proposed by Primary Sponsor or its successor.
 - a. If a new name and/or logo for the Facility is proposed in connection with a Transfer Event, the new name and logo must be agreed to by City and approved by the City Council in its sole discretion.
3. If, as a result of the Transfer Event, Primary Sponsor would not be the holder of rights under this Agreement, or Primary Sponsor is not the successor in the Transfer Event, then City's written consent to the Transfer Event shall be required. If City consents, the successor in the Transfer Event shall assume all of the obligations of Primary Sponsor under this Agreement and shall have all of the rights and obligations of Primary Sponsor under this Agreement.
4. In the event that a proposed Transfer Event will result in the renaming of the Facility to a company whose business conflicts with a naming rights or other agreement City has with respect to the Facility, or a company whose business practices could be detrimental to the public image or reputation of City or the Facility, in the sole discretion of City, then City shall have the right to terminate this Agreement by written notification within sixty (60) days after receiving notice of such proposed Transfer Event. In the event of such termination, Primary

Sponsor shall be obligated to pay all funds contemplated by this Agreement to be due and payable through the Expiration Date.

5. No Transfer Event shall relieve Primary Sponsor and any successor entity from being jointly and severally liable for payment and performance of all obligations of Primary Sponsor under this Agreement if the City does not exercise its right of termination as provided in Sec. VII (4).

Article VIII

Notices

All notices hereunder by either Party to the other shall be in writing. All notices, demands, or requests shall be deemed given when mailed, postage prepaid, registered, or certified mail, return receipt requested.

If to the City:

City of Elk River
Attn: City Administrator
13065 Orono Parkway
Elk River, MN 55330

If to Primary Sponsor:

Plants and Things/Furniture and Things
9792 Gateway Road
Elk River, MN 55330

Article IX

General Provisions

1. **Amendments.** Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the Parties hereto.
2. **Interpretation of Agreement.** The captions preceding the articles and sections of this Agreement have been inserted for convenience of reference only and such captions shall in no way define or limit the scope of intent of any provision of this Agreement. Unless otherwise provided herein, whenever the consent of City is required to be obtained, City may give or withhold such consent in its sole and absolute discretion.
3. **Severability.** If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
4. **Attorneys' Fees.** In the event of a dispute regarding any provision of this Agreement, the Party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other Party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including without limitation, court costs and attorneys' fees.
5. **Time of Essence.** Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified including, but not limited to, the expiration of the term.
6. **Cumulative Remedies.** All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

7. **Survival of Indemnities.** Termination of this Agreement shall not affect the right of City or Primary Sponsor to enforce any and all indemnities and representations and warranties given or made to the other Party under this Agreement, nor shall it affect any provision of this Agreement that expressly states it shall survive termination hereof.
8. **Entire Agreement; Exhibits.** This Agreement, including exhibits, shall constitute the entire agreement of the Parties. Any and all prior agreements or understandings of the Parties shall, upon execution of this Agreement, be null and void.
9. **Waiver.**
 - a. Any term or condition of this Agreement may be waived at any time by the Party entitled to the benefit thereof. The waiver of any term or condition shall not be construed as a waiver of any other term or condition of this Agreement.
 - b. The failure of either Party to give notice or demand strict performance by the other of any of the terms, obligations, covenants, or conditions set forth herein shall not be construed as a waiver or relinquishment of the other Party's right to seek a remedy for or demand strict performance of said terms, obligations, covenants and conditions.
 - c. The failure to terminate this Agreement for default shall not constitute a waiver of any remedies the non-defaulting Party would otherwise be entitled to demand.
 - d. All waivers shall be done in writing to be valid.
10. **Force Majeure.** If the performance by any Party of any obligation set forth in this Agreement (other than the payment of money) is prevented by an act of God, force majeure or similar contingency or unexpected event beyond the control of any Party, such occurrence shall be considered a valid excuse for non-performance or delay in the performance of the obligations hereunder.
11. **Compliance with Laws.** In performing its obligations under this Agreement, each Party will comply with all local ordinances, state and federal statutes, orders, by-laws, regulations, and other laws of any applicable governmental entity or agency.
12. **Costs and Expenses.** Each Party must pay its own legal costs and expenses for the negotiation, preparation, and execution of this Agreement.
13. **Governing Law and Jurisdiction.** Any and all matters in dispute between the Parties arising from or relating to this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota and the exclusive jurisdiction for any claim or action arising out of or relating to this Agreement shall be the state or federal courts located in Sherburne County, State of Minnesota.
14. **Section Headings.** Section headings are for reference purposes only and are not intended to create substantive rights or obligations.

IN WITNESS WHEREOF, the parties have executed this agreement to be effective on the Effective Date noted above.

City of Elk River

Primary Sponsor

By _____
John J. Dietz, Mayor

By _____
Tina Allard, City Clerk

Exhibit A

Naming Rights Signage and Assets

SIGNAGE:

Exterior Signage

- Rebranding the monument sign on the northwest corner of the Facility at 165th Ave NW.
 - Maximum square footage of sign to be as allowed by the City Zoning Code.
 - Sign to be backlit.
- Branding and directional signage located throughout Elk River.
 - Double Sided Signage on Jarvis St NW
 - Double Sided Signage on 165th Ave NW

Internal Signage

- Integration into all interior directional signage and ancillary messaging found in the Facility.
- Opportunities to display marketing material on all Facility brochure racks and message boards.
- Two 9-foot by 7-foot Facility logo printed banner on each ballfield.
- 2nd floor of concession building Facility logo

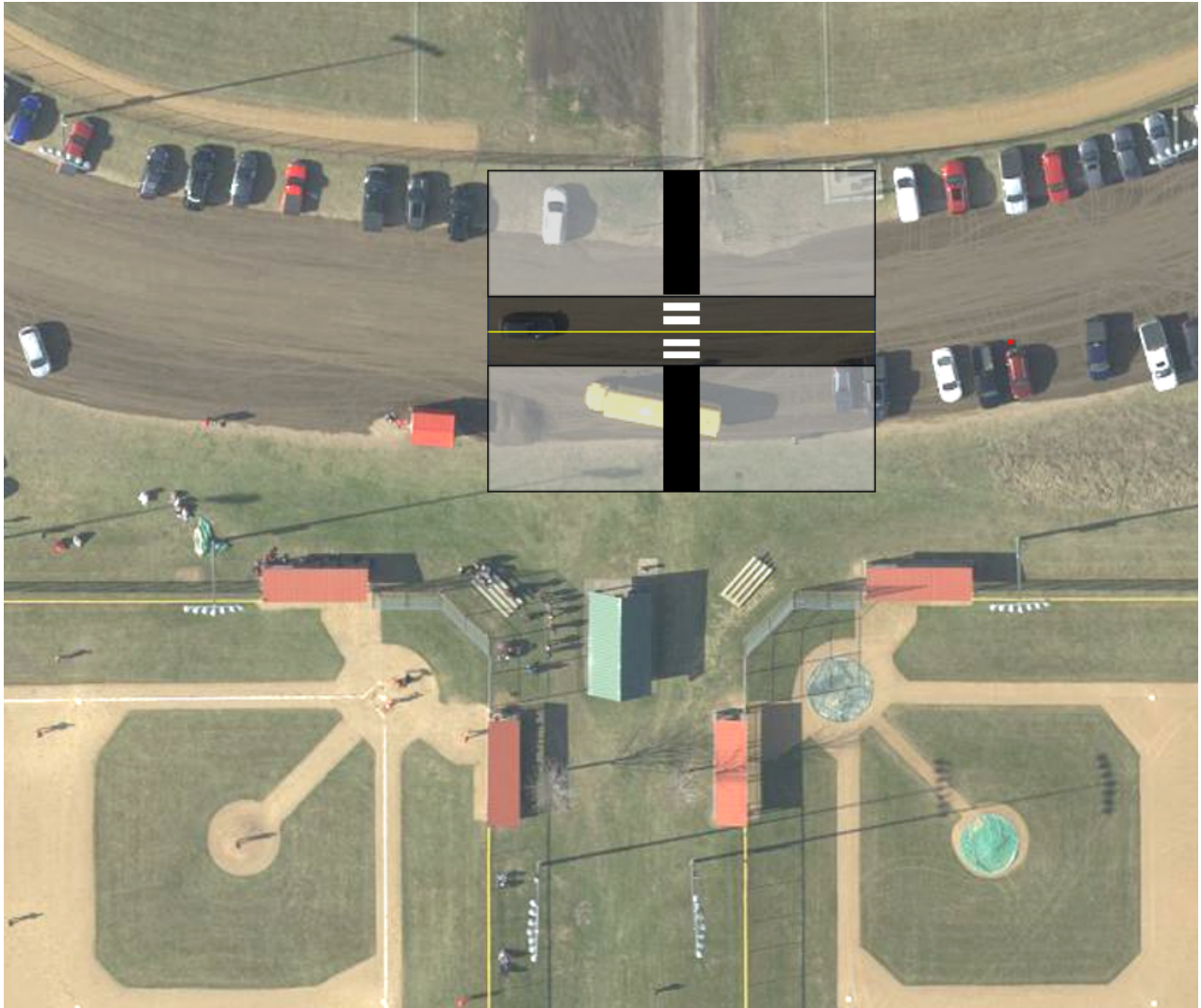
Internal Common Areas

- Four 30 foot by 45 foot concrete pads at a location agreed on by the parties.
 - Plants and Things Welcome Plaza
- Utilizing common areas for the primary sponsor's show room displays at various locations agreed on by the parties.

Monument Rebranding



Plants and Things Welcome Plaza





Request for Action

To
City Council

Item Number
4.12

Meeting Date
December 16, 2024

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

Item Description
Agreement 24-35 Lion John Weicht Park Lease with
Elk River Youth Hockey Association

Reviewed by
Jeff Shelby
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the Lion John Weicht Park lease agreement with ERYHA.

Background/Discussion
ERYHA reached out with interest in leasing space for their outdoor ice rink. Last year, they placed it on the grass area west of the FT Center. This area, like parking lots and other areas near buildings, has a sloping grade to remove stormwater. After multiple conversations, they decided to place the rink on the basketball court by the Boys & Girls Club. The court has a relatively flat slope compared to other surfaces.

Financial Impact
The lease agreement will provide the city with \$2,500 in revenue.

Mission/Policy/Goal
Work with citizens to achieve goals.

Attachments
I. Lion John Weicht Park - ERYHA Outdoor Rink Lease Agreement (December 11, 2024)

The Elk River Vision

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



LEASE AGREEMENT

By and Between

CITY OF ELK RIVER, MINNESOTA
("LANDLORD")

and

ELK RIVER YOUTH HOCKEY ASSOCIATION
("TENANT")

LEASE AGREEMENT

This **LEASE AGREEMENT** (“Lease”) is made and effective as of December 16, 2024, by and between the **CITY OF ELK RIVER**, a Minnesota municipal corporation (hereinafter referred to as the “Landlord”) and **ELK RIVER YOUTH HOCKEY ASSOCIATION** (hereinafter referred to as the “Tenant”).

The Landlord and Tenant hereby agree as follows:

ARTICLE 1 – LEASED PREMISES

Subject to the terms, covenants and conditions of this Lease, Landlord does hereby lease and let unto Tenant, and Tenant does hereby lease and take from Landlord, a portion of property owned by Landlord located at 1104 Lions Park Drive Northwest, Elk River, MN (the “Property”), in the space identified on **Exhibit A** attached hereto and incorporated herein, (hereinafter referred to as the “Leased Premises”). Tenant agrees to take and does take the Leased Premises in its “as is” condition.

ARTICLE 2 – TERM OF LEASE

A. The term of this Lease shall be from December 16, 2024, through April 30, 2025, (hereafter referred to as the “Initial Term”) upon the rentals and subject to the conditions set forth in this Lease, including **Exhibit A** attached hereto.

B. Landlord shall have the right to terminate this Lease for any reason upon 30 days’ written notice to Tenant. The notice to terminate shall state the date upon which the Lease is terminated, and the Leased Premises must be vacated. Tenant shall vacate the Leased Premises on or before that date. Failure by Tenant to vacate the Leased Premises on or before the termination date shall entitle Landlord to enter the Leased Premises, remove all property of Tenant and cause the Leased Premises to be put into the condition and state of repair required by this Lease. Tenant, on demand, shall pay the Landlord’s costs thereof.

ARTICLE 3 - USE

A. The Leased Premises shall be used by the Tenant solely for the purposes set forth on **Exhibit A** hereto and for no other purpose without the prior written consent of the Landlord.

B. The Leased Premises shall not be used in violation of any applicable federal, state, or local law, ordinance, rule, or regulation, and Tenant shall comply with the same at its sole cost and expense.

C. Notwithstanding anything to the contrary herein, Tenant shall have the reasonable non-exclusive right to use the Leased Premises with the Landlord, its employees, agents, and invitees, as may from time to time exist, including but not limited to the parking facilities, sidewalks, driveways, access ways, walkways, and landscaped areas and the Landlord shall have the full control, management, and direction of the Property. Landlord reserves the right at any time and from time-to-time to reduce, increase, enclose or otherwise change the size, location, layout, and nature of the Property, including Leased Premises.

D. Tenant covenants and agrees that Tenant shall not handle, use, store or dispose of any flammables, explosives, hazardous or toxic wastes or materials (as may be defined by Federal or State Law), on or about the Leased Premises or the Property, without Landlord's prior written consent (which consent may be withheld or denied for any or no reason).

E. Tenant shall not perform any act or carry on any practice that may damage the Leased Premises or any other part of the Property.

F. Tenant shall keep the Leased Premises safe, clean and in as good condition and repair as they were in at the time Tenant took possession of same, reasonable wear and tear excepted.

G. Tenant agrees that it and its guests, employees, contractors, invitees, and all others connected with the Tenant's operations at the Leased Premises shall abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to the property.

H. Tenant shall keep all trash, refuse, and the like in covered metal or plastic cans, which cans shall be kept within the Leased Premises at all times, unless an exterior storage area is specifically designated for Tenant's use by Landlord in which event the Tenant shall deposit all trash, refuse and the like in the exterior storage area.

I. Tenant shall ensure that the Leased Premises are secure at all times, including against unauthorized users.

J. If Tenant shall fail to keep and preserve the Leased Premises in the state of condition required by the provisions of this Lease, Landlord may at its option put or cause the same to be put into the condition and state of repair agreed upon, and in such case the Tenant, on demand, shall pay the cost thereof.

ARTICLE 4 – RENT

Tenant agrees to pay to Landlord as rent (hereinafter called "Rent") for the Leased Premises the amounts shown on **Exhibit A** attached hereto.

ARTICLE 5 - NON-LIABILITY OF LANDLORD

Landlord shall not be liable for personal injury, death, or any damage from any cause about the Leased Premises or the Property except if caused by Landlord's gross negligence or willful misconduct.

ARTICLE 6 - INSPECTION

The Landlord, its employees or agents shall have the right without any diminution of rent or other charges payable hereunder by Tenant to enter the Leased Premises at all reasonable times for the purpose of inspection, cleaning, repairing, testing, altering or improving the same or said property, but nothing contained in this Article shall be construed so as to impose any obligation on the Landlord to make any repairs, alterations or improvements.

ARTICLE 7 –ALTERATIONS

Tenant will not make any alterations, repairs, additions, or improvements in or to the Leased Premises without the prior written consent of the Landlord.

ARTICLE 8 - ASSIGNMENT AND SUBLETTING

Tenant agrees that Tenant does not have the right to assign, sublet, license, or encumber this Lease, the Leased Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without the specific prior written consent of Landlord in each instance.

ARTICLE 9 - LOSS BY CASUALTY

If any part of the Property is damaged or destroyed by fire or other casualty, Landlord or Tenant shall have the right to terminate this Lease, provided it gives written notice thereof to the other party within ninety (90) days after such damage or destruction.

ARTICLE 10 - WAIVER OF SUBROGATION

Landlord and Tenant hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible; provided however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasing party's policies shall contain a clause or endorsement to the effect that any such release would not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder. Landlord and Tenant agree that they will request their insurance carriers to include in their policies such a clause or endorsement. If extra cost shall be charged therefor, each party shall advise the other of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

ARTICLE 11 - SURRENDER

On the last day of the Term of this Lease or on the sooner termination thereof in accordance with the terms hereof, Tenant shall peaceably surrender the Leased Premises in good condition and repair.

ARTICLE 12 - HOLDING OVER

Tenant will, at the expiration of this Lease, whether by lapse of time or termination, give up immediate possession to Landlord. If Tenant fails to give up possession the Landlord may pursue all remedies available to it for recovering possession of Leased Premises.

ARTICLE 13 - INDEMNITY, INSURANCE AND SECURITY

A. Tenant will keep in force at its own expense for so long as this Lease remains in effect public liability insurance with respect to the Leased Premises in which Landlord shall be named as an additional insured, in companies and in form acceptable to Landlord with a minimum

combined limit of liability of Three Million Dollars (\$3,000,000). Said insurance shall also provide for contractual liability coverage by endorsement. Tenant will further deposit with Landlord the policy or policies of such insurance or certificates thereof, or other acceptable evidence that such insurance is in effect, which evidence shall provide that Landlord shall be notified in writing thirty (30) days prior to cancellation, material change, or failure to renew the insurance. Tenant further covenants and agrees to indemnify and hold Landlord and Landlord's manager of the Property harmless for any claim, loss, or damage, suffered by Landlord, Landlord's manager or Landlord's other tenants caused by any act or omission by Tenant or Tenant's members; or Tenant's failure to comply with any and all governmental laws, rules, ordinances or regulations applicable to the use of the Leased Premises and its occupancy.

B. Tenant shall be responsible for the security and safeguarding of the Leased Premises and all property kept, stored, or maintained in the Leased Premises. Tenant shall maintain in force throughout the Term, insurance upon all contents of the Leased Premises, including that owned by others and Tenant's equipment and any alterations, additions, fixtures, or improvements in the Leased Premises acknowledged by Landlord to be the Tenant's.

ARTICLE 14 - NOTICES

All notices from Tenant to Landlord required or permitted by any provisions of this Lease shall be directed to Landlord postage prepaid, certified or registered mail, at 13065 Orono Parkway, Elk River, MN 55330.

All notices from Landlord to Tenant required or permitted by any provision of this Lease shall be directed to Tenant, postage prepaid, certified or registered mail, at the Leased Premises and at:

ARTICLE 15 - APPLICABLE LAW

This Lease shall be construed under the laws of the State of Minnesota.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year indicated above.

LANDLORD:
CITY OF ELK RIVER

By: _____
John J. Dietz, Its Mayor

And: _____
Tina Allard, City Clerk

TENANT:
ELK RIVER YOUTH HOCKEY ASSOCIATION

By: _____
Name: _____
Its: _____

EXHIBIT A

Leased Areas and Rent:

1. The Leased Premises shall be the basketball court and adjacent green space on the southwest corner of Lions John Weicht Park.
2. The term of this lease is from December 16, 2024, through April 30, 2025.
3. During this term, ERYHA will have exclusive use of the basketball court and adjacent green space on the southwest corner of Lions John Weicht Park.
4. This area is bordered on the west by a trail.
5. This area will be used by ERYHA exclusively for the purpose of locating a temporary hockey rink and warming house.
6. The temporary hockey rink shall be purchased and owned by ERYHA.
7. The temporary hockey rink shall be constructed and maintained solely by ERYHA.
8. ERYHA may utilize city electricity for lighting of the rink.
9. Electric heating for any structure or water is prohibited.
10. All costs associated with the rink, maintenance, and additional utilities will be the responsibility of ERYHA.
11. The rink will be removed in full at the conclusion of the ice season. The area must be returned to its original condition by May 1, 2025.
12. All costs associated with returning the area to its original condition will be the responsibility of ERYHA.
13. Off-season storage of the rink and all associated items is the sole responsibility of ERYHA.
14. Rent shall be \$500 per calendar month and due by the first day of each month. The full amount of rent shall be due for each calendar month during the term of the lease, including December, January, February, March, and April, making the total annual cost of rent \$2,500.
15. Water for the rink will be provided to ERYHA by ERMU with costs paid directly to ERMU.
16. All snow removal, flooding, and maintenance, for the ice surface and rink will be the sole responsibility of ERYHA.
17. ERYHA will follow all municipal, county, state, and federal laws, rules, and regulations.
18. The rink shall only be used exclusively for ERYHA events. It shall not be leased or utilized by a third-party user.
19. Monitoring and policing the use of the rink is the responsibility of ERYHA.
20. City of Elk River staff will not participate in any rink maintenance functions.
21. City of Elk River staff will not be involved in monitoring or managing the temporary rink.
22. ERYHA will be solely responsible for providing information about the rink to the public. This includes an informational phone number, information on the ERYHA webpage, and an informational pamphlet addressing rink inquiries must be prominently posted on the arena dasher boards and structures.
23. Any snow and shavings from the ice rink are not to be deposited or stored on public trails.



Request for Action

To
City Council

Item Number
4.13

Meeting Date
December 16, 2024

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

Item Description
Agreement 24-36 with Social Indoor Advertising for
the Community Center

Reviewed by
Katie Harstad
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Agreement 24-36 with Social Indoor for advertising at the FT Center.

Background/Discussion

Social Indoor is a marketing company that owns the video advertising board in concessions and all posters in the FT Center restrooms. The previous agreement with Social Indoor was not in the best interest of the city and staff sought to renegotiate the terms. Social Indoor will drop the FT Center's external advertising and further pay \$2,000 per year to keep their posters and video displays at the FT Center.

Financial Impact

\$2,000 per year of additional revenue for the FT Center.

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

I. AC_20241209_182621

The Elk River Vision

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





INDOOR SPACE RENTAL AGREEMENT

VENUE INFORMATION

Location Name: Furniture and Things Community Event Center

Location Contact & Title: Katie Harsted

Address: 1000 School St NW

City/State/Zip: Elk River, MN 55330

P: _____

F: _____

Email: _____

INSTALLATION TYPE:

Digital: ☒ Print: ☒ Both: ☒

- Print in restrooms

- TV on 2nd floor

TERMS & COMPENSATION

Term: ~~5 Years~~ 1 year

Space Rent Options (Select One Box):

☐ In-House Advertising

☒ Other \$166.66 / month

BOARD LOCATION WITHIN VENUE

Men's Room: ☒ Urinal Qty: 10 ☐ Vanity Qty: _____

Women's Room: ☒ Vanity Qty: 10 ☐ Stall Qty: _____

Common Area: ☐ Common Qty: _____

VENUE DESCRIPTIONS:

☐ Bar & Grill ☐ Health Club ☐ Golf Course

☐ Sports Bar ☐ Movie Theatre ☐ Family Fun Center

☐ Restaurant ☐ Bowling Alley ☐ Night Club

☒ Other

Community Center

INSTALLATION & START DATE

Installation & Start Date: Jan 2025 Sales Rep: _____

Contact for Issues: _____

ADDITIONAL PROMOTIONAL ITEMS

On certain advertising campaigns, we may be able to provide your location with free promotional items and samples, such as coasters, napkins, pint glasses, etc.

INITIALS:

SPECIAL INSTRUCTIONS

SIGNATURES & APPROVALS

The undersigned hereby acknowledges and agrees this Contract is signed and accepted subject to the terms and conditions stipulated on both sides of this order, which are all of the agreements and representations as to this Contract made by either party hereto.

Merchant Signature

Company/Account Representative (Signature & Printed)

Print Name

Ben O'Borsky

Print Name

Today's Date

03 Dec 2024

Today's Date

TERMS AND CONDITIONS

1. EQUIPMENT. Company owns or rents certain digital advertising display units "Boards". Merchant owns or rents certain real property at the address(s) listed on the front side of this Agreement ("Premises") and asserts it has control of the Premises and is authorized to enter into this Agreement. Company desires to place Boards on or in the Premises for the purpose of displaying advertising and receiving revenue. Company also seeks from time to time to issue promotional advertising materials such as glassware, coasters, napkins, and other products within Merchant's premises ("Products"). Merchant hereby agrees to grant Company an exclusive right to place Boards in certain indoor locations mutually agreed upon by the parties and to distribute from time to time, at Merchant's discretion, various other Products on or within the Premises. Company shall be responsible for the installation and maintenance of the Boards. One or more Boards may be added to the Premises hereafter, which additional Boards would be subject to this Agreement. The Boards shall at all times remain the sole property of Company or of the lessor of the Boards.

2. AVAILABILITY. Merchant agrees for the term of this Agreement that the Boards shall at all times during Merchant's normal business hours remain available, unobstructed, and in use for display to and viewing by Merchant's customers. Merchant shall have a duty to reasonably notify Company of any change in the condition of the Boards or the advertisements within the Boards and Company shall be responsible for any and all maintenance, repair, or removal of the Boards and advertising content during the term of this Agreement. In addition, Merchant shall make the Boards available to Company during reasonable business hours for maintenance, repair, improvements or the like.

3. EXCLUSIVITY. During the term of this Agreement and continuing for one (1) year after the termination of this Agreement, Merchant shall not permit the installation of any Boards or other indoor advertising or any other competing advertising medium on or in Merchant's Premises. Further, Merchant shall not permit the removal of the Boards from the Premises. Company shall have the sole and exclusive right to sell, produce, manufacture, and place advertisements for third parties or Merchant on or within the Boards and in or on the Premises.

4. DAMAGE, THEFT, LIABILITY REQUIREMENTS. Company is responsible for any damages that may happen to the boards. Merchant shall make no alteration or addition to the Boards, and shall not permit anyone, other than authorized representatives of the Company, to perform any service, maintenance, removal, or repair work of the Boards without Company's prior written approval.

5. INITIAL AND SUCCESSIVE TERM(S). This Agreement shall be for the term stated on the front side of this Agreement and shall commence on the date this Agreement is executed ("Initial Term"), unless amended or terminated by written agreement signed by both parties or terminated by Company pursuant to paragraph 10 below. Notwithstanding anything contained herein to the contrary, this Agreement shall automatically extend for successive terms of five (5) years ("Successive Term") (the "Initial Term" and the Successive Term shall be collectively referred to as the "Term").

6. WARRANTIES AND REPRESENTATIONS OF MERCHANT. Merchant warrants and represents:

a) It is the owner of the Premises or that it holds a lease or option to renew the lease for said Premises of equal

or greater length than the initial term of this Agreement.

b) It is engaged in a lawful business and is duly licensed and in compliance with all applicable laws, rules and regulations of the Federal Government, as well as the State, County and City in which Merchant and the Boards are located, including but not limited to all laws, rules and regulations relating to the use, licensing or operation of the Boards and placement of advertisements and promotional materials of any kind in Merchant's Premises.

7. TERMS OF PAYMENT. Company shall compensate Merchant the compensation amount type specified on the front of this Agreement for displaying advertisements for third parties secured by Company on the Boards in the Premises. If Merchant selects In-House Advertising, In-House Advertising will be available on an ongoing basis. If Merchant selects either cash or trade compensation, commissions will be calculated on a quarterly basis net of any revenues received from the sales of any alcoholic beverage advertising or in kind trade revenue. Cash commissions shall be paid out within 30 days following the end of each fiscal quarter. Trade commissions shall accrue on a quarterly basis until redeemed by Merchant.

8. INDEMNIFICATION. Merchant shall indemnify Company and hold Company, and its officers, directors, employees, agents, franchises and independent contractors, harmless of, from and against any and all claims, liabilities, costs, attorneys' fees, losses or expenses, directly or indirectly arising or resulting from the installation, location, use, maintenance, or removal of the Boards and Products covered by this Agreement accruing after the date hereof and/or from Merchant's breach

of this Agreement, except to the extent such claim, liability, cost, loss or expense, or a portion thereof arises directly from the gross negligence or willful misconduct of Company, its officers, agents, or employees. Merchant agrees to defend, indemnify, and hold harmless Company, and its officers, directors, employees, agents, franchises and independent contractors, from and against any and all claims, suits, expenses, and liabilities, including reasonable attorney and court costs, directly or indirectly arising out of any material, creative, logos, or content displayed by Merchant displayed in the Boards, including without limitations, claims or suits for libel, copyright or trademark infringement, privacy rights violations, or any other violations of federal, state, or local law. These provisions shall survive termination of this Agreement. Company shall indemnify and hold harmless the Merchant from and against any and all claims and liabilities arising from or in connection with the content or subject matter of Company's advertisements. Further, any and all advertisements produced, provided, and displayed by either party herein are and shall remain the sole property of such party, including, without limitation, any and all trademarks, copyrights, brand names, and other intellectual property reflected and displayed within the advertisements.

9. EQUIPMENT RELOCATION. In the event Merchant transfers or moves its business from the Premises, Merchant shall notify Company not less than sixty (60) days prior to any such event. In such event, this Agreement shall be automatically deemed amended to apply to Merchant's new location for any remaining Term of this Agreement. If Merchant chooses to remodel, remove, or move the Boards to another location Merchant shall pay for the cost and expense thereof, including any necessary repairs to the Premises.

10. TERMINATION. This Agreement and all obligations hereunder may be terminated by either party at the expiration of the Initial Term or any Successive Term of this Agreement provided written notice of termination has been provided to the other party not less than sixty (60) days prior to the expiration of the Initial Term or Successive Term. This Agreement and all obligations may also be cancelled by either party in the event (i) the other party fails to comply with the terms of this Agreement; (ii) either party is involved in bankruptcy proceedings that have not been withdrawn or dismissed within sixty (60) days or (iii) any of the Boards or services provided by Company is not lawful, licensed or permitted.

11. ATTORNEYS' FEES. If suit or action is instituted to enforce or interpret any of the terms of this Agreement,

the prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal therefrom.

12. COMPANY'S LIMITED LIABILITY TO MERCHANT.

a) Company shall use reasonable efforts to comply with all applicable laws and regulations, and to obtain necessary licenses, permits or registrations to conduct its business.

b) Company will use ordinary care in displaying advertising, including ordinary care in the creation and placement of advertisements. All displayed advertisements on the Boards are presumed approved. If Merchant finds any advertisement offensive, competitive, or otherwise reasonably unacceptable, Merchant must notify Company in writing of its disapproval. Merchant's notification of disapproval must be reasonable, made in good faith, and must outline the reason for such disapproval. Company will use its best efforts to replace any unapproved advertisement with an advertisement acceptable to Merchant. In addition, Company will, at its expense, correct any errors that are due solely to Company's personnel. However, the expense of correcting such errors incurred by Company shall be the only responsibility of Company occasioned by its performance or non-performance of its obligations under this Agreement, and Merchant agrees to accept the correction of errors by Company as its sole and exclusive remedy. Merchant may not assert any claim against Company after one (1) year from the date that Merchant has or should have had knowledge of facts giving rise to such claim or any loss.

c) Company shall have no liability to third parties for any damages incurred and arising out of the performance or non-performance of services under this Agreement, and Merchant shall indemnify and hold Company harmless of, from and against any and all liability, claims, causes of actions or expenses relating thereto including Company's attorneys' fees in connection therewith.

d) EXCEPT AS PROVIDED IN THIS PARAGRAPH 12, MERCHANT UNDERSTANDS AND AGREES THAT COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF ANY BOARDS OR PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR THEIR ABILITY TO BE LICENSED, PERMITTED OR REGISTERED TO PROVIDE THE SERVICES TO BE RENDERED TO MERCHANT HEREUNDER. COMPANY SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ADDITIONAL, OR PUNITIVE DAMAGES OF MERCHANT, OR ANY OTHER LIABILITY ARISING OUT OF A BREACH OF THIS AGREEMENT.

13. ASSIGNMENT. This Agreement may be assigned by Company but not by Merchant without Company's prior written consent. Company reserves the right, in its sole discretion, to delegate or assign to third parties the performance of Company's obligations to Merchant. In the event of any such delegation, the provisions of this Agreement applying to Company shall apply equally to such third party in the performance of such obligations including, but not limited to, the limited liability, indemnification, and force majeure provisions hereof.

14. FORCE MAJEURE. Neither party shall be considered in default in the performance of its obligation should its performance thereof be delayed or prevented by force majeure. "Force majeure" shall include, but shall not be limited to: hostilities, revolution, riots, strikes, epidemic, accident, fire, flood, earthquake, wind storm, explosion, lack of or failure of transportation facilities or power facilities, regulation or ordinance, any requirement or act of any government or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or the parties, any act of God, or any cause, which is reasonably beyond the control and without the fault or negligence of the parties.

15. RELATIONSHIP OF PARTIES. It is not the intention or the purpose of this Agreement nor shall any provision herein create nor shall the same be construed as creating any type of partnership or joint venture of the parties hereto. This Agreement shall not be construed to provide for or communicate that Company has or is attempting to acquire any financial interest, direct or indirect, in Merchant, Merchant's business, or Merchant's Premises.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representations, terms, conditions or obligations other than those contained herein. This Agreement supersedes all prior communications, representations or agreements, oral or written, between the parties and no waiver or modification to this Agreement shall be effective unless it is in writing, signed by the parties. This Agreement may be executed in one or more counterparts, which counterparts shall together constitute one and the same instrument.

17. NOTICES. Any notices to be given under this Agreement shall be deemed adequate if given in writing and sent by certified or registered international mail, by recognized air courier, or by facsimile transmittal at a fax number known to be maintained by the party to whom notice is to be given, coupled with a copy of the fax confirmation sheet. Notice shall be deemed given when it is received.

18. MISCELLANEOUS. This Agreement shall bind and inure to the benefit of each of the parties and their successors, representatives, and heirs. The person signing this Agreement on the Advertiser's behalf has the authority to bind the Advertiser to this Agreement. This Agreement shall be deemed to have been made in the state in which Company is located and shall be governed and interpreted in accordance with its laws, which laws shall prevail in the event of any conflict of law. If any part of this Agreement is held invalid or unlawful by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.



Request for Action

To
City Council

Item Number
4.14

Meeting Date
December 16, 2024

Prepared By
Katie Porath, Records Specialist

Item Description
Proclamation: Jeff Prehatney Day

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested

Proclaim, by motion, December 2, 2024, as Jeff Prehatney Day in the City of Elk River.

Background/Discussion

We wish to recognize Jeff, who has been an integral part of our team for many years. His dedication and commitment to the city have not gone unnoticed.

In honor of his years of service, we are designating this day to celebrate his contributions to the city. Though he may not be here in person tonight (he's skipped off to Florida for the winter already!), his hard work and dedication are appreciated and have made a positive impact on our success.

We wish to express our gratitude for all he has done, and thank him for his years of service.

Jeff was a Community Service Officer for 21 years, and we wish him the best in his retirement.

Financial Impact

N/A

Mission/Policy/Goal

Together we win.

Attachments

I. Proclamation Jeff

The Elk River Vision

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



Proclamation

Designating December 2, 2024, as Jeff Prehatney Day in the City of Elk River, Minnesota.

WHEREAS, Jeff Prehatney has retired from the Police Department after 21 years of service; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that I, John J. Dietz, Mayor of Elk River, do hereby proclaim December 2, 2024 as Jeff Prehatney Day in recognition and appreciation of the loyal and professional service provided by Jeff Prehatney.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.15

Meeting Date
December 16, 2024

Prepared By
Katie Porath, Records Specialist

Item Description
Proclamation: Mike Suchy Day

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested
Proclaim, by motion, December 26, 2024, as Mike Suchy Day in the City of Elk River.

Background/Discussion
We have the privilege of honoring Mike tonight. Although he prefers to remain out of the spotlight, his contributions to the city have been nothing short of exceptional. In recognition of his years of service, we are designating this day in his honor.

Mike has consistently demonstrated his commitment to excellence, and his dedication has been instrumental to our success. We are grateful to have Mike as part of our team and wish to express our heartfelt appreciation for all he has done.

Mike has been a police officer for 31 years. We wish him the best in his retirement. Thank you for your years of service.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

Attachments
I. Proclamation Mike

The Elk River Vision

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



Proclamation
Designating December 26, 2024, as
Mike Suchy Day
in the City of Elk River, Minnesota.

WHEREAS, Mike Suchy has retired from the Police Department after 31 years of service; and

WHEREAS, Mike Suchy has earned the respect and friendship of his peers, co-workers, and the Elk River Community; and

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

NOW, THEREFORE, BE IT RESOLVED, that I, John J. Dietz, Mayor of Elk River, do hereby proclaim December 26, 2024 as Mike Suchy Day in recognition and appreciation of the loyal and professional service provided by Mike Suchy.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.16

Meeting Date
December 16, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 24-78 Updated Final Plat of Bradford
Park Second Addition

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-78 approving the updated final plat of Bradford Park Second Addition, subject to the following conditions:

1. Council approval of a Development Agreement outlining the responsibilities of the developer.
2. The applicant must receive final approval of all state and federal wetland permits and applications prior to recording.
3. The Water Availability Charge shall be paid in the amount required by the city when the final plat is released for recording (currently \$390/plumbing unit).
4. A Letter of Credit shall be provided to the city in the amount of 100% of the costs of the public improvements.
5. Upon completion of all improvements and acceptance by the city, security or warranty in a form acceptable to the Public Works Director must be secured.
6. The Development Plan shall be approved by the public works director prior to issuance of building permits.
7. Staff approval of all site, civil, and landscaping plans.
8. All mailboxes shall be clustered.
9. Address all comments in the comment letter dated October 8, 2024.
10. Park Dedication requirements will be consistent with the preliminary plat approval.
11. 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. Further, the city reserves the right to stop work authorized in its approval until the site is appropriately investigated and work is authorized.

Background/Discussion

The applicant, Lennar, is seeking approval of an updated final plat for Bradford Park Second Addition. City Council previously reviewed a 96-lot subdivision on October 21, 2024. The updated plan responds to changes in land ownership and now includes 113 new single-family lots. The addition also establishes the subdivisions' primary connection to County Road 40 with the construction of 185th Avenue. The county road connection is a critical component of this project as it will minimize construction traffic through the existing neighborhoods of Miske Meadows and Twin Lakes Estates.

This phase will also begin to develop the park infrastructure approved as part of the project. The park

The Elk River Vision

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



approvals will require cost sharing from the city for the regional trail running through the center of the project. The responsibilities of the developer and the city will be outlined in the development agreement.

Financial Impact

The city will have some cost participation in the regional trail within the subdivision.

Mission/Policy/Goal

Opportunity to live, work, and play.

Support the growth and development of the community.

Attachments

1. Location Map
2. Final Plat received December 10, 2024
3. Bradford Park Second Addition Resolution



Project Location Map

Bradford Park South

Final Plat

Case No: P 24-14

BRADFORD PARK SECOND ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home, LLC, a Delaware limited liability company, owner of the following described property:

Outlot C, Bradford Park, according to the recorded plat thereof, City of Elk River, Sherburne County, Minnesota.

AND

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:

Commencing at the West Quarter corner of said Section 36; thence South 00 degrees 22 minutes 24 seconds East (assumed bearing) on the west line of said Southwest Quarter, 79.88 feet to the point of beginning; thence South 00 degrees 22 minutes 24 seconds East on said west line, 1255.61 feet to the southwest corner of the North Half of the Southwest Quarter of said Section 36; thence South 89 degrees 28 minutes 17 seconds East on the south line of said North Half of the Southwest Quarter, 1468.83 feet; thence North 00 degrees 22 minutes 24 seconds West, 1101.21 feet; thence North 66 degrees 08 minutes 44 seconds East, 27.04 feet; thence North 27 degrees 12 minutes 25 seconds West, 130.00 feet; thence North 35 degrees 18 minutes 59 seconds West, 60.68 feet; thence North 26 degrees 09 minutes 48 seconds West, 130.00 feet; thence North 58 degrees 50 minutes 53 seconds East, 57.35 feet; thence North 49 degrees 43 minutes 44 seconds East, 60.05 feet; thence North 48 degrees 47 minutes 19 seconds East, 68.31 feet; thence North 50 degrees 36 minutes 03 seconds East, 68.31 feet; thence North 56 degrees 03 minutes 54 second West, 438.97 feet to a point on the southerly line of Bradford Park, according to the recorded plat thereof; thence South 89 degrees 37 minutes 36 seconds West on said southerly line, 443.76 feet; thence South 00 degrees 22 minutes 24 seconds East on the easterly line of said Bradford Park, 518.90 feet; thence South 89 degrees 37 minutes 36 seconds West on the southerly line of said Bradford Park, 737.27 feet to the point of beginning.

AND

All that part of the South Half of the Northwest Quarter; that part of the Southwest Quarter of the Northeast 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:

Commencing at the West Quarter corner of said Section 36; thence South 00 degrees 22 minutes 24 seconds East (assumed bearing) on the west line of said Southwest Quarter, 1335.49 feet to the southwest corner of the North Half of the Southwest Quarter of said Section 36; thence South 89 degrees 28 minutes 17 seconds East on the south line of said North Half of the Southwest Quarter, 1468.83 feet; thence North 00 degrees 22 minutes 24 seconds West, 795.61 feet to the point of beginning; thence North 00 degrees 22 minutes 24 seconds West, 304.54 feet; thence North 66 degrees 08 minutes 44 seconds East, 27.04 feet; thence North 27 degrees 12 minutes 25 seconds West, 130.00 feet; thence North 35 degrees 18 minutes 59 seconds West, 60.68 feet; thence North 26 degrees 09 minutes 48 seconds West, 130.00 feet; thence North 58 degrees 50 minutes 53 seconds East, 57.35 feet; thence North 49 degrees 43 minutes 44 seconds East, 60.05 feet; thence North 48 degrees 47 minutes 19 seconds East, 68.31 feet; thence North 50 degrees 36 minutes 03 seconds East, 68.31 feet; thence North 56 degrees 03 minutes 54 second West, 438.97 feet to a point on the southerly line of Bradford Park, according to the recorded plat thereof; thence South 89 degrees 37 minutes 36 seconds West on said southerly line, 443.76 feet; thence South 00 degrees 22 minutes 24 seconds East on the easterly line of said Bradford Park, 518.90 feet; thence South 89 degrees 37 minutes 36 seconds West on the southerly line of said Bradford Park, 737.27 feet to the point of beginning.

Has caused the same to be surveyed and platted as **BRADFORD PARK SECOND ADDITION** and does hereby dedicate to the public, for public use forever, the public ways as shown on this plat. And also dedicating to the public, for public use forever, the drainage and utility easements shown on this plat for drainage and utility purposes only.

In witness whereof said U.S. Home, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: U.S. Home, LLC

_____(sign)

Chief Manager

(print)

State of _____

County of _____

This instrument was acknowledged before me on _____, 20____ by _____, Chief Manager, of U.S. Home, LLC, a Delaware limited liability company.

_____(sign)
_____(print)

Notary Public
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Mark A. Schwanz do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or, will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Mark A. Schwanz, Licensed Land Surveyor
Minnesota License No. 45817

State of Minnesota
County of _____

This instrument was acknowledged before me on _____, 20____ by Mark A. Schwanz, Licensed Land Surveyor, Minnesota License No. 45817.

_____(sign)
_____(print)

Notary Public
My Commission Expires _____

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

Approved and accepted by the City Council of the City of Elk River, Sherburne County, Minnesota at a meeting held the _____ day of _____, 20____.

Mayor

Attest:
Clerk

COUNTY SURVEYOR, SHERBURNE COUNTY, MINNESOTA

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505, Minnesota Statutes this _____ day of _____, 20____.

Sherburne County Surveyor

COUNTY AUDITOR/TREASURER, SHERBURNE COUNTY, MINNESOTA

I hereby certify taxes payable for the year 20____ on the land herein described have been paid in full, and there are no delinquent taxes and transfer was entered this _____ day of _____, 20____.

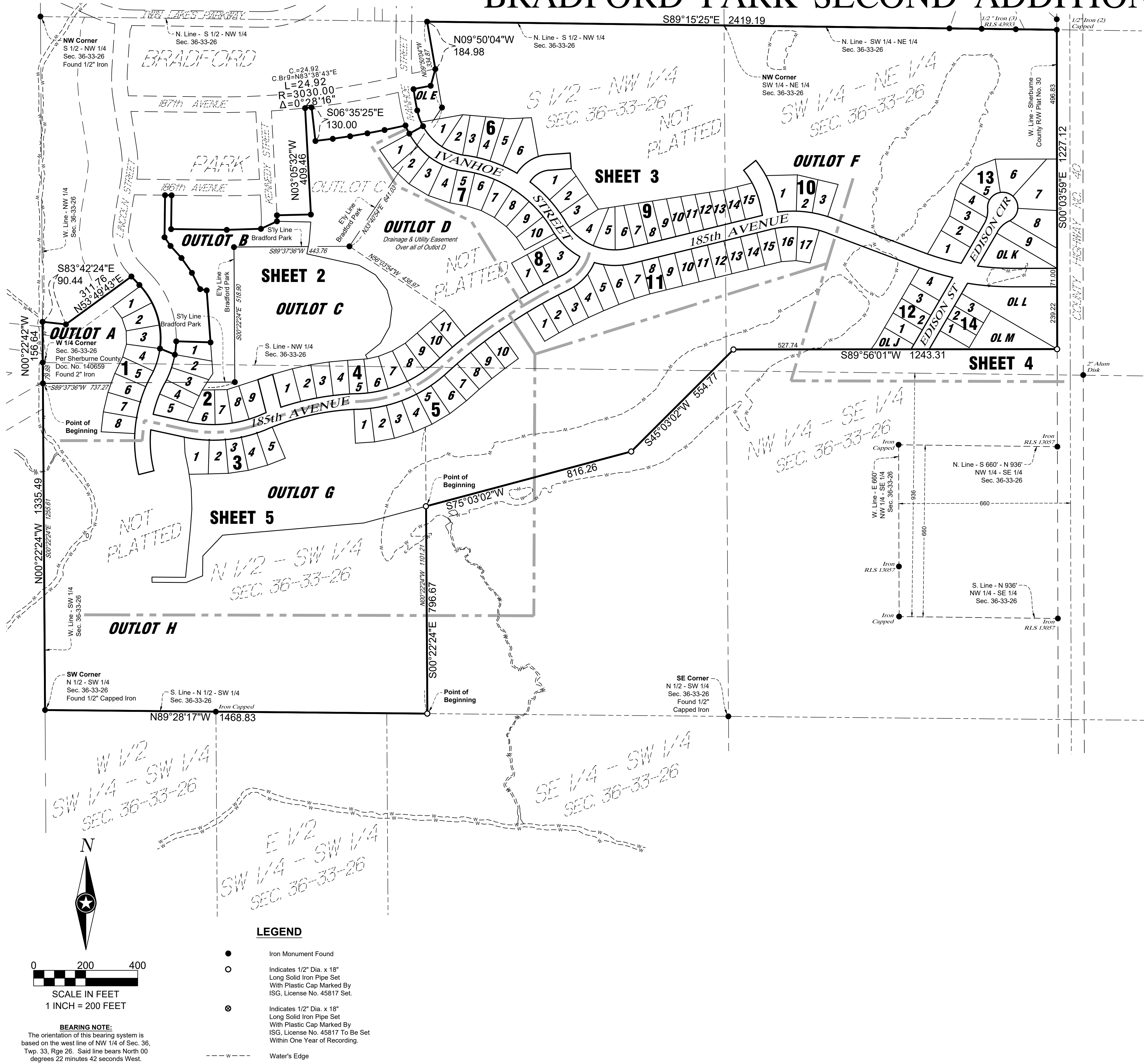
Sherburne County Auditor/Treasurer

COUNTY RECORDER, SHERBURNE COUNTY, MINNESOTA

I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded as Document No. _____.

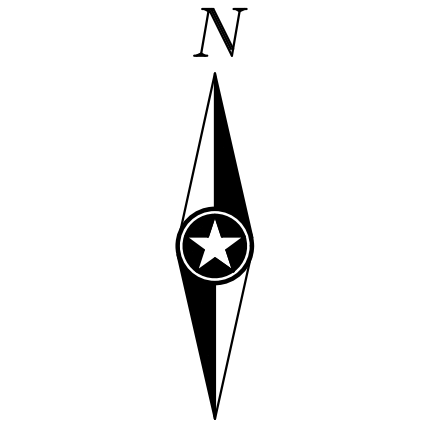
Sherburne County Recorder

ISG



BRADFORD PARK SECOND ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE



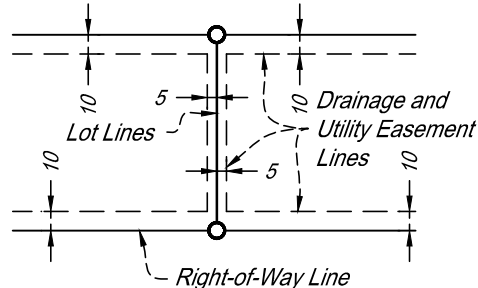
0 60 120
SCALE IN FEET
1 INCH = 60 FEET

BEARING NOTE:
The orientation of this bearing system is based on the west line of NW 1/4 of Sec. 36, Twp. 33, Rge. 26. Said line bears North 00 degrees 22 minutes 42 seconds West.

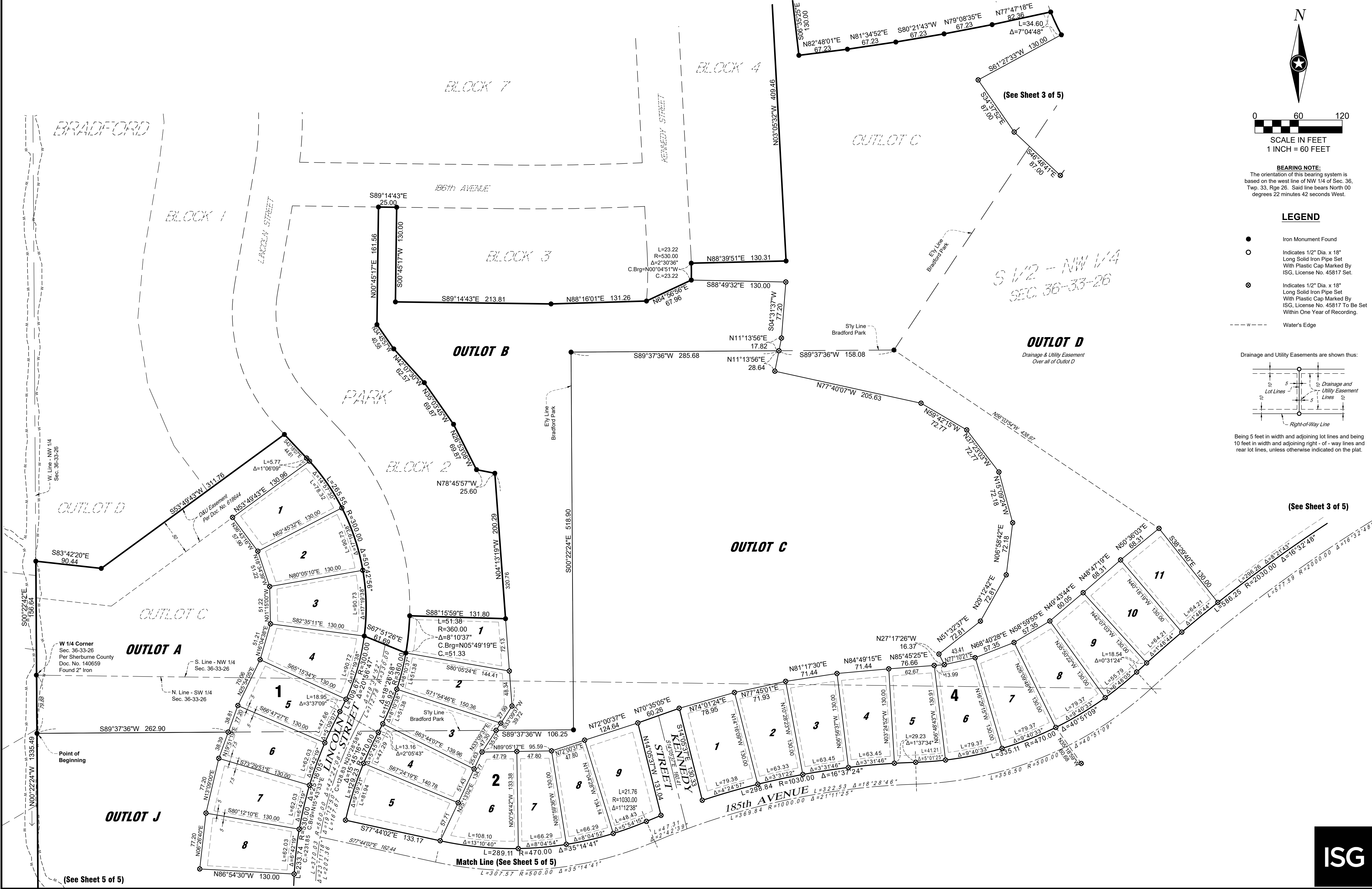
LEGEND

- Iron Monument Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817 Set.
- ⊗ Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817 To Be Set Within One Year of Recording.
- w --- Water's Edge

Drainage and Utility Easements are shown thus:

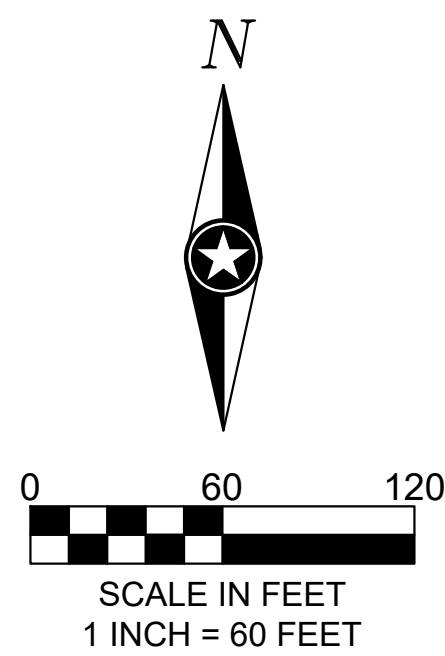


Being 5 feet in width and adjoining lot lines and being 10 feet in width and adjoining right - of - way lines and rear lot lines, unless otherwise indicated on the plat.



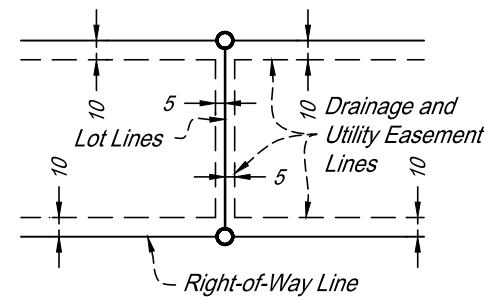
BRADFORD PARK SECOND ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE



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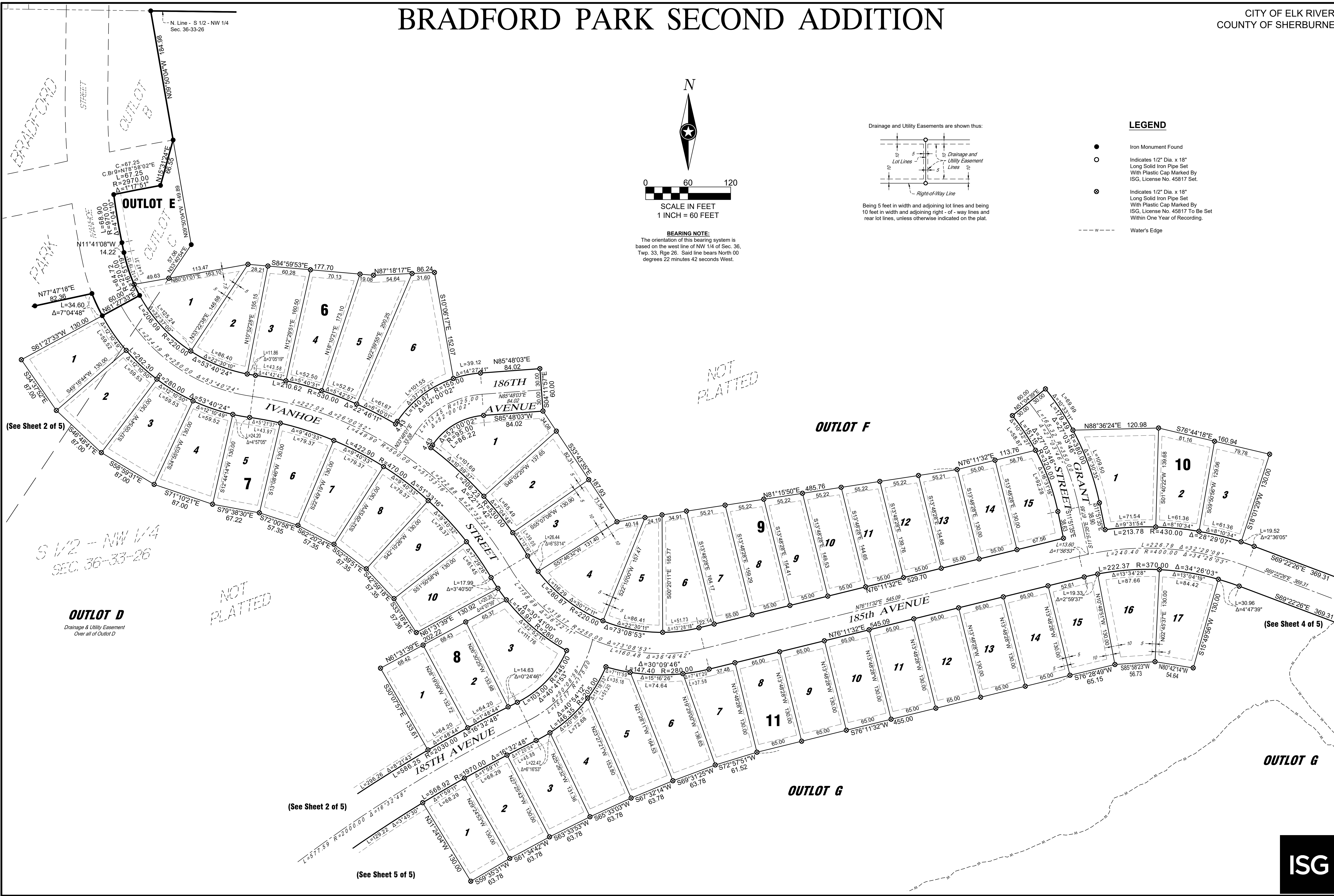
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LEGEND

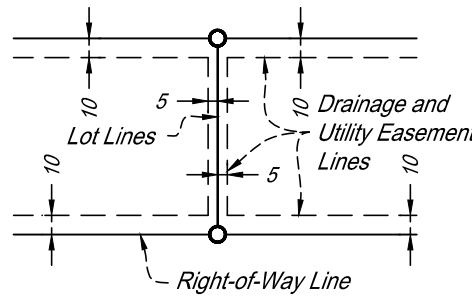
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- w --- Water's Edge



BRADFORD PARK SECOND ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE

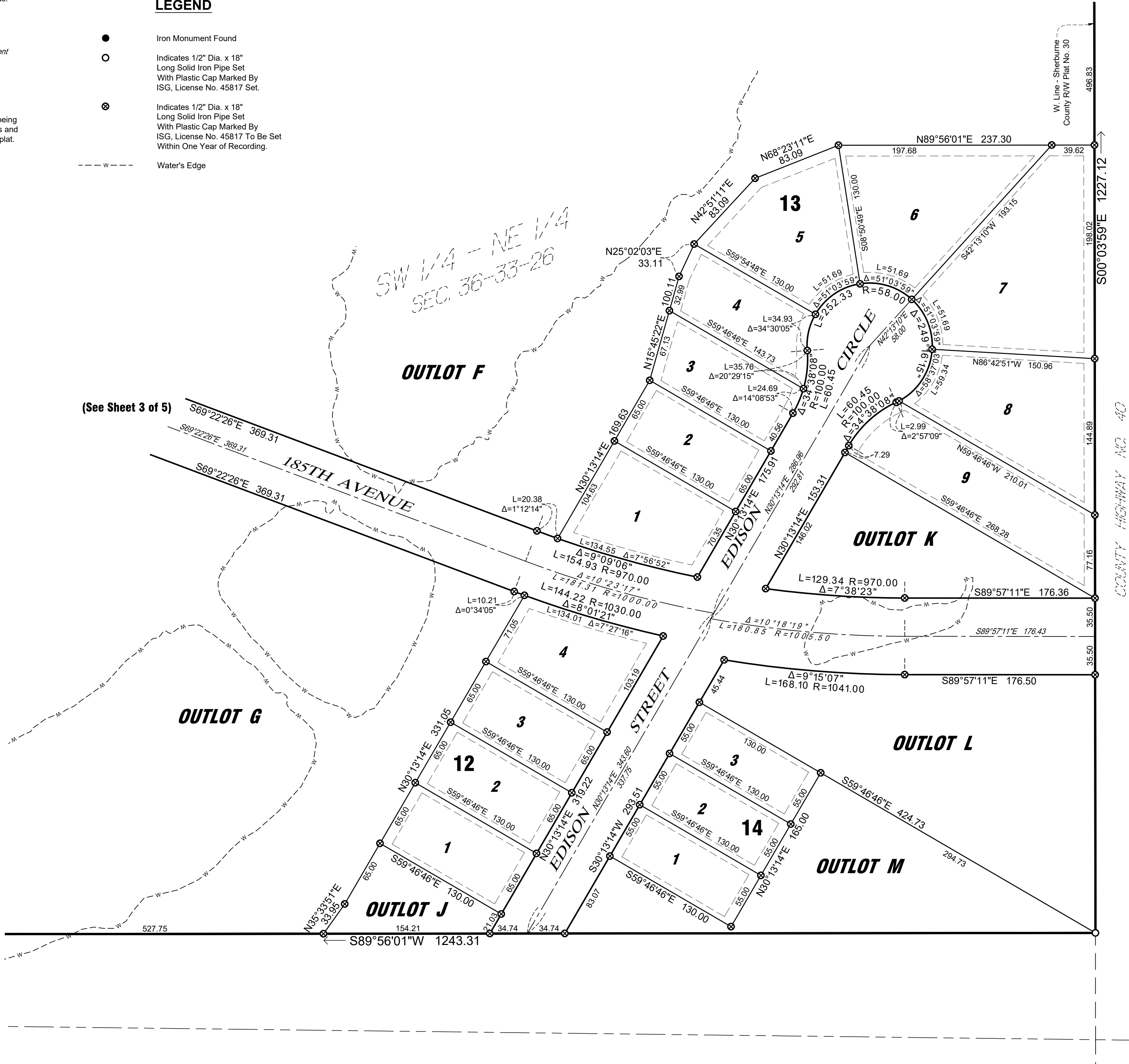
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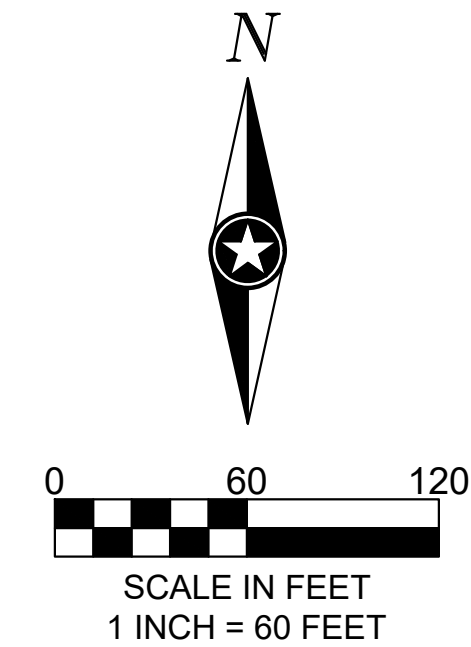
Being 5 feet in width and adjoining lot lines and being 10 feet in width and adjoining right-of-way lines and rear lot lines, unless otherwise indicated on the plat.

LEGEND

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- w --- Water's Edge



2" Alum Disk

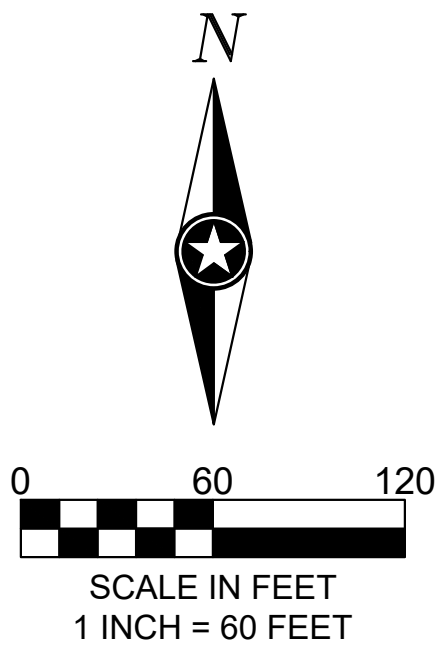


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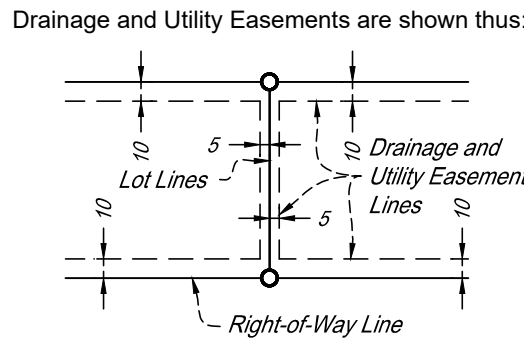
ISG

BRADFORD PARK SECOND ADDITION

CITY OF ELK RIVER
COUNTY OF SHERBURNE



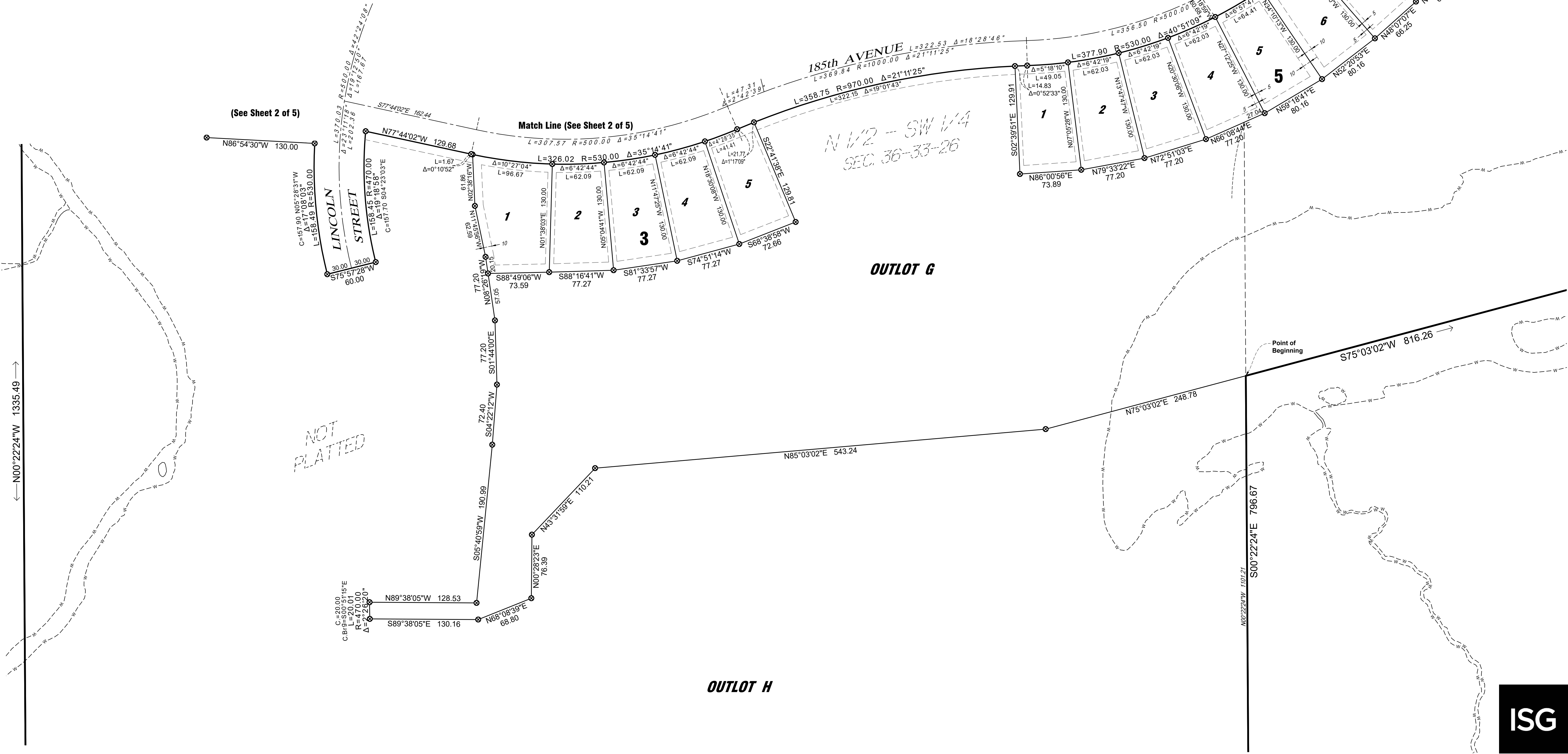
BEARING NOTE:
The orientation of this bearing system is based on the west line of NW 1/4 of Sec. 36, Twp. 33, Rge 26. Said line bears North 00 degrees 22 minutes 42 seconds West.



Being 5 feet in width and adjoining lot lines and being 10 feet in width and adjoining right - of - way lines and rear lot lines, unless otherwise indicated on the plat.

LEGEND

- Iron Monument Found
- Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817 Set.
- ⊗ Indicates 1/2" Dia. x 18" Long Solid Iron Pipe Set With Plastic Cap Marked By ISG, License No. 45817 To Be Set Within One Year of Recording.
- w --- Water's Edge





Resolution 24-78

A Resolution of the City of Elk River Granting Final Plat Approval for Bradford Park Second Addition Case No. P 24-14

WHEREAS, application has been made for final plat approval, pursuant to Section 30-374 of the Elk River City Code of Ordinances, of the property legally described on attached Exhibit A and hereinafter referred to as “the Property”; and

WHEREAS, a preliminary plat for the north half of the Property was approved by the City Council on July 17, 2023; and

WHEREAS, a second preliminary plat for the south half of the Property was approved by the City Council on August 19, 2024; and

WHEREAS, the proposed final plat includes areas within both of the preliminary plat approvals and is consistent with the plats as approved by the City Council; and

WHEREAS, the proposed final plat complies with each of the conditions set forth by the City Council in its approval of the preliminary plat of the Property.

NOW, THEREFORE, BE IT RESOLVED

1. It is hereby determined by the City Council for the City of Elk River as follows:
 - A. The proposed subdivision is consistent with the Chapter of 30 of the City Code of Ordinances and conforms with all of its requirements.
 - B. The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans including, but not limited to, the City’s Comprehensive Plan.
 - C. The physical characteristics of the site, including, but not limited to, topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.
 - D. The proposed subdivision makes adequate provision for water supply, storm drainage, sewage transportation, erosion control and all other services, facilities and improvements otherwise required herein.



- E. The proposed subdivision will not cause substantial environmental damage.
 - F. The proposed subdivision will not conflict with easements of record or with easements established by judgment of a court.
 - G. The proposed subdivision will not have an undue or adverse impact on the reasonable development of neighboring land.
- 2. Final plat approval is hereby granted for the Property, subject to the conditions set forth in attached Exhibit B.
 - 3. The officers of the City are hereby authorized, once the conditions set forth in Exhibit B are met and complied with, to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.
 - 4. The owner of the Property is authorized to record the final plat as required by law and shall file proof of said recording with the City. No building permits will be issued for the Property until the final plat is recorded.
 - 5. This final plat approval shall expire two years from the date of this resolution if the final plat is not recorded within that time.

Passed and adopted this 16th day of December 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A
LEGAL DESCRIPTION

Outlot C, Bradford Park, according to the recorded plat thereof, City of Elk River, Sherburne County, Minnesota.

AND

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:

Commencing at the West Quarter corner of said Section 36; thence South 00 degrees 22 minutes 24 seconds East (assumed bearing) on the west line of said Southwest Quarter, 79.88 feet to the point of beginning; thence South 00 degrees 22 minutes 24 seconds East on said west line, 1255.61 feet to the southwest corner of the North Half of the Southwest Quarter of said Section 36; thence South 89 degrees 28 minutes 17 seconds East on the south line of said North Half of the Southwest Quarter, 1468.83 feet; thence North 00 degrees 22 minutes 24 seconds West, 1101.21 feet; thence North 66 degrees 08 minutes 44 seconds East, 27.04 feet; thence North 27 degrees 12 minutes 25 seconds West, 130.00 feet; thence North 35 degrees 18 minutes 59 seconds West, 60.68 feet; thence North 26 degrees 09 minutes 48 seconds West, 130.00 feet; thence North 58 degrees 59 minutes 55 seconds East, 57.35 feet; thence North 49 degrees 43 minutes 44 seconds East, 60.05 feet; thence North 48 degrees 47 minutes 19 seconds East, 68.31 feet; thence North 50 degrees 36 minutes 03 seconds East, 68.31 feet; thence North 56 degrees 03 minutes 54 second West, 438.97 feet to a point on the southerly line of Bradford Park, according to the recorded plat thereof; thence South 89 degrees 37 minutes 36 seconds West on said southerly line, 443.76 feet; thence South 00 degrees 22 minutes 24 seconds East on the easterly line of said Bradford Park, 518.90 feet; thence South 89 degrees 37 minutes 36 seconds West on the southerly line of said Bradford Park, 737.27 feet to the point of beginning.

AND

All that part of the South Half of the Northwest Quarter; that part of the Southwest Quarter of the Northeast 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:

Commencing at the West Quarter corner of said Section 36; thence South 00 degrees 22 minutes 24 seconds East (assumed bearing) on the west line of said Southwest Quarter, 1335.49 feet to the southwest corner of the North Half of the Southwest Quarter of said Section 36; thence South 89 degrees 28 minutes 17 seconds East on the south line of said North Half of the Southwest Quarter, 1468.83 feet; thence North 00 degrees 22 minutes 24 seconds West, 796.67 feet to the point of beginning; thence North 00 degrees 22 minutes 24 seconds West, 304.54 feet; thence North 66 degrees 08 minutes 44 seconds East, 27.04 feet; thence North 27 degrees 12 minutes 25 seconds West, 130.00 feet; thence North 35 degrees 18 minutes 59 seconds West, 60.68 feet; thence North 26 degrees 09 minutes 48 seconds



West, 130.00 feet; thence North 58 degrees 59 minutes 55 seconds East, 57.35 feet; thence North 49 degrees 43 minutes 44 seconds East, 60.05 feet; thence North 48 degrees 47 minutes 19 seconds East, 68.31 feet; thence North 50 degrees 36 minutes 03 seconds East, 68.31 feet; thence North 56 degrees 03 minutes 54 second West, 438.97 feet to a point on the easterly line of Bradford Park, according to the recorded plat thereof; thence North 33 degrees 40 minutes 54 seconds East on said easterly line, 641.03 feet; thence North 09 degrees 50 minutes 04 seconds West on said easterly line, 334.87 feet to a point on the north line of the South Half of the Northwest Quarter of said Section 36; thence South 89 degrees 15 minutes 25 seconds East on said north line and on the north line of the Southwest Quarter of the Northeast Quarter of said Section 36, a distance of 2419.19 feet to a point on the west line of Sherburne County Right of Way Plat No. 30, according to the recorded plat thereof; thence South 00 degrees 03 minutes 59 seconds East on said west line, 1227.12 feet; thence South 89 degrees 56 minutes 01 seconds West, 1243.31 feet; thence South 45 degrees 03 minutes 02 seconds West, 554.77 feet; thence South 75 degrees 03 minutes 02 seconds West, 816.26 feet to the point of beginning.



EXHIBIT B
CONDITIONS OF APPROVAL

1. Council approval of a Development Agreement outlining the responsibilities of the developer.
2. The applicant must receive final approval of all state and federal wetland permits and application prior to recording.
3. Water Availability Charge shall be paid in the amount required by the city when the final plat is released for recording (currently \$390/plumbing unit).
4. A Letter of Credit shall be provided to the city in the amount of 100% of the costs of the public improvements.
5. Upon completion of all improvements and acceptance by the city, a security or warranty in a form acceptable to the Public Works Director must be secured.
6. The Development Plan shall be approved by the public works director prior to issuance of building permits.
7. Staff approval of all site, civil, and landscaping plans.
8. All mailboxes shall be clustered.
9. Address all comments in the comment letter dated October 8, 2024.
10. Park Dedication requirements will be consistent with the preliminary plat approval.
11. 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. Further, the city reserves the right to stop work authorized in its approval until the site is appropriately investigated and work is authorized.





Request for Action

To
City Council

Item Number
4.17

Meeting Date
December 16, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Resolution 24-79: 2025 Compensation Plan for
Non-Organized Employees

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-79 approving the 2025 Compensation Plan for Non-Organized Employees.

Background/Discussion

Attached is the 2025 Compensation Plan for Non-Organized Employees. Changes include:

- A four percent increase was approved in the 2025 budget and is reflected in item #1 and the Pay Plan on the final page of the document. It is also reflected in pay for paid on-call firefighters, duty officers, police reserves, liquor store clerks, and delivery drivers.
- The minimum wage has increased, reflected in the pay for new firefighters in the training academy.
- Pay rates have been adjusted for seasonal public works employees to accommodate the market and assist in hiring. We have been losing candidates because our hiring process takes more time than the private sector due to background checks and the private sector has been paying more. We hope a pay increase will entice our candidates to be patient through our process. These pay increases fall within the budgeted part-time salaries. We have also increased the annual pay increase to entice employees to return in future seasons to reduce training costs and time.
- Flexible Benefits Plan contributions - Approved at the October 7, 2024, Regular Council meeting.
- Added LELS 589 to item #19 regarding union members who receive compensation and benefits according to their contract.

Financial Impact

The compensation plan costs are accounted for in the approved 2025 budget.

Mission/Policy/Goal

The Elk River mission

Attachments

1. Resolution - 2025 Compensation Plan for Non-Organized Employees
2. 2025 Compensation Plan for Non-Organized Employees

The Elk River Vision

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





**City of Elk River
City Council**

Resolution 24-79

**A Resolution of the City Council of the City of Elk River Adopting the 2025
Compensation Plan for Non-Organized Employees**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The attached Compensation Plan was approved and adopted effective December 16, 2024.

Passed and adopted this 16th day of December 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



**CITY OF ELK RIVER
2025 COMPENSATION PLAN
FOR NON-ORGANIZED EMPLOYEES**

PAY

Pay Ranges

1. All current pay ranges of the approved City Pay Plan shall increase four percent (4%) effective the first pay period of January 2025 which begins on December 29, 2024.
2. New Wastewater Treatment Operators who do not hold a certification will start at step A of the city's pay plan. Operators who hold a D certification will start at step B, and operators who hold a C or higher certification will start at step C. Operators shall qualify for regular annual step increases with satisfactory performance. Operators may qualify for earlier step increases based on obtaining a higher-level certification as follows:

<u>Certification</u>	<u>Step</u>
-	A
D	B
C	C-D
B	E

With satisfactory performance and once a certification has been obtained, the employee shall immediately move to the next step. Employees who receive a step increase for obtaining a higher certification are not eligible for an annual step increase until after one year of receiving the certification-based step. Annual steps will be given in accordance with item #4 below. Operators who do not have an operator's certification shall not move to the top step of the pay grade.

Starting Pay

3. The city has discretion to negotiate a higher starting rate within the pay range as deemed appropriate based on experience, education/training, or the market.

Step Increases

4. All non-union full-time and eligible part-time employees maintaining satisfactory performance will move up one step in their pay range on their anniversary date of hire or promotion.

All orientation period employees will receive increases as stated in their employment letter. If no special provision was outlined in the employment letter, the employee shall receive the first step increase on the date noted above provided they have successfully passed Orientation and are performing satisfactorily.

Part-Time Pay

5. Effective January 1, 2025, Paid On-Call Firefighters shall be paid in accordance with the following schedule:

<u>Position</u>	<u>Hourly Rate</u>
Academy Cadet	\$11.13
Firefighter	
Base Pay - Academy	\$17.57
Graduate through year 5	
Years 6 through 10	Base plus \$0.50
Years 11 through 15	Base plus \$1.50
Years 16 through 25	Base plus \$2.50
Years 26 and above	Base plus \$3.00
Additional to Firefighter pay above:	
Lieutenant	\$1.00
Captain	\$2.00
Assistant Chief	\$3.00

Officers who serve on-call as Duty Officer shall be paid \$6.55 for each hour of on-call duty.

6. Fire Academy instructors and Fire Department members instructing a course for firefighters earning a certification or maintaining a certification or licensure shall be paid according to the following schedule:

Assistant Instructor	\$30.00 per hour
Lead Instructor	\$40.00 per hour

7. Part-Time Police Reserves are required to serve in both a volunteer and a paid capacity. Effective December 29, 2024, Police Reserves shall be paid \$19.58 per hour for the hours that are to be paid as determined by the Police Chief.
8. Part-Time, Seasonal, and Temporary Park and Recreation and Public Works employees shall be paid in accordance with the following schedule:

<u>Position</u>	<u>Hourly Rate</u>	<u>Maximum Annual Hourly Increase</u>
Recreation Program Leader I	\$14.00 – 15.00	\$0.25
Recreation Program Leader II	\$15.00 – 17.00	\$0.50
Recreation Program Supervisor	\$17.00 – 20.00	\$0.50
Recreation Intern	\$17.00 – 20.00	
Farmers Market Program Supervisor	\$17.00 – 20.00	\$0.50
Weekend Facility Supervisor	\$17.00 – 20.00	\$0.50
Recreation Building Attendant	\$12.00 – 14.00	\$0.50
Warming House Attendant	\$14.00 – 16.00	\$0.50
Seasonal Park Laborer	\$18.00 – 22.00	\$1.00
Seasonal Street Laborer	\$18.00 – 22.00	\$1.00
Winter Public Works Laborer	\$19.00 – 23.00	\$1.00

Seasonal Snowplow Operator	\$18.00 – 21.00	\$0.75
Seasonal Gardener	\$18.00 – 25.00	\$0.75
Lead Seasonal Gardener	\$22.00 – 28.00	\$0.75
Seasonal Wastewater Laborer	\$18.00 – 22.00	\$1.00
FT Center Facility Worker/Ice Resurfacers	\$18.00 – 22.00	\$1.00
FT Center Operations Assistant	\$14.00 – 16.00	\$0.50
FT Center Customer Service Associate	\$16.00 – 20.00	\$0.75
FT Center Building Supervisor	\$20.00 – 24.00	\$0.75
Concession Worker	\$14.00 – 16.00	\$0.50
Event Worker	\$16.00 – 20.00	\$0.75
Skating Academy Instructor One	\$13.50 – 15.50	\$1.00
Skating Academy Instructor Two	\$15.00 – 19.00	\$1.00
Skating Academy Instructor Three	\$19.00 – 24.00	\$1.00
Skating Academy Director	\$24.00 – 30.00	\$1.00

Starting Pay Rate

At the city's discretion, when hired, employees may be granted an amount equivalent to the Maximum Annual Hourly Increase for each year of related education or previous work experience.

Annual Hourly Increase

Recreation Program Leads, Program Supervisor, Weekend Facility Supervisor, Building Attendant, Warming House Attendant, and Farmers Market Program Supervisor employees may receive an increase once per year at the City's discretion.

Seasonal Park Laborer, Seasonal Street Laborer, Winter Public Works Laborer, Seasonal Snowplow Operator, Seasonal Wastewater Laborer, Seasonal Gardener, and Lead Seasonal Gardener employees may receive an increase at the beginning of the season at the city's discretion. If an employee returns for another season in the same calendar year, they are not eligible for another increase.

FT Center Customer Service Associate, Facility Worker/Ice Resurfacers, Operations Assistant, Concession Worker, Event Worker, and Building Supervisor employees may receive an increase for each additional year the employee works for the FT Center. Increases will be given on the first day of the first full pay period of the calendar year at the city's discretion.

Skating Academy employees may receive an increase for each additional year the employee works for the FT Center. Increases will be given at the beginning of each fall program session (September) at the city's discretion.

Skating Academy

Assistant Skating Academy Director – At the beginning of each session, the Skating Academy Director shall assign one instructor to be Assistant Skating Academy Director.

Off Ice Time – Includes time spent planning lessons and skating programs, meetings, and any other activity that is not performed on the ice. The Skating Academy Director shall be paid 60% of his/her regular wage for off ice time which shall not exceed one half hour

for each hour spent on ice. The Assistant Director shall be paid 50% of his/her regular wage for off ice time which includes off ice activities performed as Acting Director and required meetings FT Center Management and/or Skating Academy Director. If the off ice wage falls below minimum wage, minimum wage will be paid for off ice time.

9. Effective December 29, 2024, Part-Time Liquor Store Clerks shall be paid in accordance with the following schedule:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
15.75	16.87	18.37	19.86	21.37

Based on satisfactory performance Part-time Liquor Store Clerks will move up to step B after six months, step C on their first anniversary date, step D on their second anniversary date, and step E on their third anniversary date.

10. Effective December 29, 2024, Part-Time Liquor Store Delivery Drivers shall be paid in accordance with the following schedule:

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
18.56	19.69	21.17	22.68	24.18

Based on satisfactory performance Part-time Liquor Store Delivery Drivers will move up to step B after six months, step C on their first anniversary date, step D on their second anniversary date, and step E on their third anniversary date.

On-Call Pay

11. Wastewater Operators are assigned on call duties for periods of one week. The on-call operator will be compensated a total of 10-hours of overtime/compensatory for their on-call week (1-hr M-F, 2.5-hrs S-S). The on-call duties include responding to after-hours emergency callouts and performing required duties at the Wastewater Treatment Facility on Saturday, Sunday, and any holidays that fall within the assigned week. Wastewater operators shall receive 4-hours of additional overtime/compensatory pay for on-call rounds performed on paid holidays that fall within their on-call week (total of 14 hours of pay if during a week with a single-paid holiday). If a holiday falls on a Monday, the operator that was on call on Sunday is on call for the holiday. Unexpected conditions resulting in work for wastewater operators extending beyond a 2.5-hour rotation on weekends or holidays will be paid according to the actual time worked by the employee calculated to the nearest 15-minutes.

Premium Pay

12. Non-union snowplow operators working on snow removal duties on Saturdays and Sundays will receive one- and one-half times their regular rate of pay for their hours worked.
13. Police department clerical employees required to type reports on a Sunday shall receive one- and one-half times their regular rate of pay for their hours worked.

Out of Class Pay

14. Any employee who is assigned to operate a snowplow truck who does not operate a snowplow truck as part of his/her regular position with the city shall be paid at their current rate of pay or pay grade 5N of the City Pay Plan, whichever is greater, for these snow removal hours. Employees utilizing pay grade 5N for this provision shall begin at step A and receive a step increase at the beginning of each snow season that they are assigned to perform snow plowing duties.

INSURANCE BENEFITS

15. All regular full-time employees are eligible for insurance benefits. Part-time employees scheduled to work 30 or more hours per week are eligible for prorated insurance benefits. Retired employees with a Phased Retirement Option Agreement are eligible for insurance benefits as identified in the Agreement. Seasonal and temporary employees are not eligible for insurance benefits.
16. Employees eligible for insurance benefits are eligible for participation in the city's Flexible Benefits Plan. The contribution levels shall be as follows:

<u>Health Insurance Election</u>	<u>Monthly City Contribution</u>
Single	\$712.00
Employee & Spouse	\$1,490.00
Employee & Child(ren)	\$1,478.00
Family	\$2,100.00
Opt-out	\$300.00

Employees participating in the city's Flexible Benefits Plan shall be provided \$25,000 group term life insurance coverage.

17. Paid On-call Firefighters who are not full-time city employees shall be provided \$10,000 life insurance coverage.

OTHER

18. The City Council may make adjustments in any section of the Pay Plan at any City Council meeting for any reason including performance incentives, state or federal law changes, the Pay Equity Law, or any other reason the Council deems appropriate.
19. All employees who are members of the Law Enforcement Labor Services (LELS), Locals 231, 271, 501, and 589, or the International Union of Operating Engineers, Local 49, shall receive compensation and benefits as outlined in the Master Labor Agreement between the city and the union.

City of Elk River 2025 Pay Plan

Effective 12/29/2024

Grade Levels	A Minimum	B	C	D	E Maximum
1E	\$173,492	\$178,311	\$183,131	\$187,950	\$192,769
1.5E	\$151,976	\$156,198	\$160,419	\$164,641	\$168,862
2E	\$145,617	\$149,662	\$153,707	\$157,752	\$161,797
3E	\$140,936	\$144,851	\$148,766	\$152,681	\$156,596
4E	\$116,564	\$121,707	\$126,849	\$131,992	\$137,134
5E	\$107,411	\$112,150	\$116,889	\$121,627	\$126,366
6E	\$96,732	\$101,000	\$105,267	\$109,535	\$113,802
7E	\$86,533	\$90,351	\$94,168	\$97,986	\$101,804
8E	\$72,668	\$75,874	\$79,080	\$82,286	\$85,492
1N	\$84,750 \$40.75	\$88,489 \$42.54	\$92,228 \$44.34	\$95,967 \$46.14	\$99,706 \$47.94
2N	\$77,123 \$37.08	\$80,525 \$38.71	\$83,928 \$40.35	\$87,330 \$41.99	\$90,733 \$43.62
3N	\$67,688 \$32.54	\$71,919 \$34.58	\$76,149 \$36.61	\$80,380 \$38.64	\$84,610 \$40.68
4N	\$62,782 \$30.18	\$66,706 \$32.07	\$70,630 \$33.96	\$74,553 \$35.84	\$78,477 \$37.73
5N	\$58,901 \$28.32	\$63,176 \$30.37	\$67,451 \$32.43	\$71,726 \$34.48	\$76,001 \$36.54
6N	\$48,736 \$23.43	\$52,797 \$25.38	\$56,859 \$27.34	\$60,920 \$29.29	\$64,981 \$31.24



Request for Action

To
City Council

Item Number
4.18

Meeting Date
December 16, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Master Labor Agreement 24-37 with Law
Enforcement Labor Services Local 271

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Master Labor Agreement 24-37 (Contract) between the City of Elk River and Law Enforcement Labor Services (LELS) Local #271 for January 1, 2025, to December 31, 2026.

Background/Discussion

City staff negotiated an agreement with the police sergeant's labor union (LELS #271). The agreed-to provisions of the contract are consistent with previous Council discussions as well as with other labor agreements and city policies. The new terms are as follows:

<i>Grievance Procedure</i>	Step 4 updated with current state law.
<i>Shift Differential</i>	Changed from \$0.75 to 2.5% to be consistent with patrol and to prevent the need to adjust each contract.
<i>Uniforms</i>	Increased from \$700.00 to \$725.00. Change language from <i>develop</i> to <i>maintain</i> a Load Bearing Vest program.
<i>Severance Pay</i>	Added language to be consistent with patrol and city policy.
<i>Injury on Duty</i>	Added extension of IOD and modified to be consistent with patrol.
<i>Holidays</i>	Added Juneteenth.
<i>Leaves of Absence</i>	Added an exception to Earned Sick and Safe Time (ESST) excluding employees from using ESST for their child's school or daycare weather-related closing.
<i>Wages</i>	4% general increase on January 1, 2025, and 2.75% on the first day of the pay period that includes January 1, 2026. Mid-year look back adjustment to the top 3 of peer cities each year.
<i>Health Care Savings Plan</i>	Continued for the life of this contract.
<i>Speciality Pay</i>	Additional pay for performing all FTO duties, additional pay while instructing Firearms or Defensive Tactics, and additional pay while performing Negotiator or SWAT duties.

The Elk River Vision

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



Financial Impact

The January 1, 2025, general increase is included in the 2025 approved budget. Other costs will be absorbed by the department budget.

Mission/Policy/Goal

The Elk River mission

Attachments

1. Master Labor Agreement between the City of Elk River and Law Enforcement Labor Services, Inc. Local #271
2. Marked up version of 2022 to 2024 Agreement

MASTER LABOR AGREEMENT
BETWEEN
THE CITY OF ELK RIVER
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 271

Effective January 1, 2025, through December 31, 2026

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**Labor Agreement
between
City of Elk River
and
Law Enforcement Labor Services, Inc.**

ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Elk River hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local No. 271, hereinafter called the Union.

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all Employees in a unit certified by the State of Minnesota Bureau of Mediation Services, Case No. 00-PCE-483 as:

All Sergeants employed by the City of Elk River Police Department, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding non-supervisory, non-essential and confidential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 Union Member: A member of Law Enforcement Labor Services, Inc., Local No. 271.
- 3.2 Employee: A member of the exclusively recognized bargaining unit.
- 3.3 Department: The City of Elk River Police Department.
- 3.4 Chief: The Chief of the City of Elk River Police Department.
- 3.5 Union Steward: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local No. 271.

ARTICLE 4 - UNION SECURITY

In recognition of the Union as the exclusive representative the Employer shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all Employees authorizing in writing such deduction or a fair share fee deduction, as provided in Minnesota Statutes 179A.06 subd. 3; and
- 4.2 Remit such deduction to the appropriate designated officer of the Union.
- 4.3 The Union may designate certain Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.5 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 - EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 UNION REPRESENTATIVES

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Steward have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following

procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration. For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension

thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 7 - SAVINGS CLAUSE

In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 - WORK SCHEDULES

- 8.1 The normal work year for full-time Employees is two thousand eighty (2,080) hours to be accounted for by each Employee through:
 - a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 8.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 8.3 Any change of an Employee's schedule made by the Employer with less than a 24-hour notice shall result in the payment at the rate of time and one half the Employee's base rate of pay for all hours worked during the scheduled change. Change in shifts initiated by the Employee, special detail, special projects, and other non-regular shifts do not qualify for this provision.

ARTICLE 9 - OVERTIME

- 9.1. Employees will be compensated at one and one-half (1 ½) time the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article.
- 9.2. Overtime will be distributed as equally as practicable.
- 9.3. Overtime refused by Employees will, for record purposes under Article 9.2., be considered as unpaid overtime worked.
- 9.4. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.5. Overtime will be calculated to the nearest fifteen (15) minutes.
- 9.6. Employees have the obligation to work overtime or call backs as requested by the Employer unless unusual circumstances prevent the Employee from so working. The minimum call back will be two hours.
- 9.7. For Employees scheduled to work contract security events; if the event is cancelled within twenty-four (24) hours of the Employee's start time the Employee shall receive a minimum of two (2) hours pay at straight time.

ARTICLE 10 - COMPENSATORY TIME

Regular full-time Employees may be allowed to accumulate either overtime worked at the rate provided for in Article 9 or compensatory time at the rate of one and one-half (1 ½) times the excess hours worked. Employees may use compensatory time off duty with pay, subject to prior approval of the Employer. Employees may cash out accrued but unused compensatory time during a regular pay period in the month of June of each year. The City Administrator may approve compensatory time to be cashed out during a regular pay period at other times during the year due to unforeseen, extenuating circumstances. Compensatory time in excess of forty (40) hours accumulated but not used as time off with pay shall be paid by the Employer between December 1 and December 31 of each calendar year. No more than (40) hours of compensatory time shall be carried from one calendar year to the next.

ARTICLE 11 - SHIFT DIFFERENTIAL

Employees who work shift hours between 6:00 p.m. and 5:59 a.m. shall be paid a shift differential of 2.5% of the Employee's base wage for each hour actually worked. Special detail, special projects, and other non-regular shifts do not qualify for shift differential.

ARTICLE 12 - COURT TIME

A regular full-time Employee who is required to appear in court during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the regular full-time Employee for the three (3) hour minimum. An Employee who works a power or night shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base rate of pay if the Employee is required to appear in court prior to 2:00 p.m. that same day.

Administration will confirm a cancellation to a scheduled court appearance and notify Employees electronically before the close of business (4:30 p.m. CST) the business day before the scheduled court date. On any occasion where an electronic cancellation notice is not provided and court is subsequently canceled after the close of business from the previous day, the Employee shall receive a minimum of three (3) hours pay at one and one-half (1½) times the Employee's base rate of pay.

ARTICLE 13 - STANDBY PAY

Regular full-time Employees required by the Employer to standby shall be paid for such standby time at the rate of one-half (1/2) hours' pay for each hour on standby.

ARTICLE 14 - DISCIPLINE

14.1 The Employer will discipline Employees for just cause only. Discipline will be in one of the following forms:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Demotion
- e) Discharge

14.2 Suspensions, demotions and discharges will be in written form.

14.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the

- Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 14.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 14.6 Grievances relating to this Article shall be initiated by the Union at Step 3 of the grievance procedure under Article 6 of this Agreement.

ARTICLE 15 - SENIORITY

- 15.1 Seniority will be the determining criterion for transfers and promotions within the bargaining unit when the job relevant qualifications between applicants are equal.
- 15.2 Job classification seniority will be the determining criterion for layoffs. Seniority will be the determining criterion for recall only when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled Employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- 15.3 Two (2) continuous vacation periods may be selected on the basis of seniority until April 1 of each calendar year.

ARTICLE 16 - PROBATIONARY PERIODS

- 16.1 All newly hired or rehired Employees will serve a one (1) year probationary period.
- 16.2 All Employees will serve a six (6) month probationary period in any job classification in which the Employee has not served a probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired Employee may be terminated at the sole discretion of the Employer.
- 16.4 At any time during the probationary period a promoted or reassigned Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer.

ARTICLE 17 - UNIFORMS

Regular full-time Employees shall receive a \$725.00 uniform allowance each year to be used on a voucher system basis.

Employees assigned to positions not requiring a uniform (i.e. detective) shall receive a cash reimbursement upon submittal of receipts.

All items charged to the Employer by the regular full-time Employee on the voucher system basis must receive prior approval of the Chief. The amount charged shall not exceed the outstanding balance in the Employee's uniform allowance account.

An Employee who has submitted a notice either verbally or in writing to terminate employment shall not purchase uniforms under this section and reimbursement shall not be made for any purchases after the notice.

Employees are required to maintain a proper duty uniform.

The city will maintain a Load Bearing Vest program and fund Load Bearing Vests and replacements which include replacement of pouches and accessories.

ARTICLE 18 - SICK LEAVE

18.1 Sick leave is not a privilege or vested right that an Employee may use at his/her discretion. Eligible Employees may use sick leave only for the following:

- Personal illness or injury;
- To attend medical and dental appointments;
- To care for sick dependents;
- To take dependents to medical and dental appointments;
- To utilize additional time for bereavement;
- In accordance with state and federal law.

Paid sick leave is provided for regular full-time and on a prorated basis for eligible part-time Employees. Regular full-time Employees accrue sick leave at a rate of eight (8) working hours for each calendar month. Temporary and seasonal Employees are not eligible for sick leave.

There is no limit on the amount of accrued sick time that can be accumulated and carried forward from one year to the next.

An Employee must notify his/her immediate supervisor at least thirty (30) minutes before the start of his/her regular start time if the Employee intends to be absent from work. If an emergency prevents the Employee from notifying his/her immediate supervisor at such time, the Employee must call his/her immediate supervisor as soon as possible during the workday. The Employee is required to keep his/her immediate supervisor informed of his/her anticipated return to work.

An Employee attempting to use sick time for reasons other than those explicitly permitted in this policy will be subject to disciplinary action up to and including termination.

A doctor's note shall be required if an Employee is absent more than four (4) days or if abuse of sick leave is suspected by the Employee's immediate supervisor, department head, or the City Administrator. In some circumstances, an Employee may be requested to submit to a medical examination by a physician or medical facility licensed to practice medicine. In such a circumstance, the City may select the physician and facility that will conduct the examination.

Unused sick leave will not be paid out in wages upon termination of employment, except as provided in the Severance Pay section below.

18.2 Leave balances will be checked on the last pay day in October of each year.

If Employee is at or over 960 accrued sick hours, they will begin accruing leave at the rate of eight (8) 8-hour days per year on the first pay day in November.

If Employee is under 960 accrued sick hours they will remain accruing at the rate of twelve (12) days per year.

When balances are checked on the last pay day in October the following year, Employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued

hours paid into Employee's Post Employment Health Care Savings Plan and the remaining half will remain in Employee's sick leave bank. ie: If you begin the year at the 8-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.

If the balance is below 960 when checked the following year, Employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for HCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, they move to or remain in the eight (8) day per year accrual plan.

For the purpose of implementing this plan in 2022, the leave balances will be checked on the first pay day following the signing of this contract and the terms above will apply going forward.

18.3 Severance Pay

An Employee resigning his/her employment with the City will be eligible for a cash payment for unused sick leave if the following conditions are met:

1. The Employee must resign in good standing (not terminated by the City); and
2. The Employee must provide proper written notice of his/her resignation in accordance with the City Resignation Policy; and
3. The Employee must execute a release of claims.

Payment shall be based on the consecutive years of service completed by the Employee and his/her accrued sick leave balance.

An Employee terminating after completing five (5) years of consecutive service will receive payment as outlined below. Payment shall be at the current rate of pay when the resignation is submitted.

5-9 consecutive years of service	40% of up to 960 hours
10 or more consecutive years of service	50% of hours up to 960 hours

For Employees with 15 or more years of service and retiring at age 50 or older from regular, fulltime POST qualified police work:

15-19 consecutive years of service	60% of up to 960 hours
20-24 consecutive years of service	65% of up to 960 hours
25-29 consecutive years of service	70% of up to 960 hours
30-32 consecutive years of service	75% of up to 960 hours
33 or more consecutive years of service	80% of up to 960 hours

Fifty percent (50%) of the severance will be paid in accordance with the timeline outlined in the release of claims. The remaining severance will be paid approximately 90 days following termination provided the Employee does not return to active policing.

Any accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for payment under this policy. Employees may continue to accumulate sick leave in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.

18.4 In the event of an Employee death, payment of this benefit consistent with this Article may be

approved by the city administrator if the Employee would have been eligible for cash payment under item 18.3

ARTICLE 19 - INJURY ON DUTY

Employees injured during the performance of their duties for the Employer shall be paid the difference between the full time Employee's regular pay and worker's compensation insurance payments for a period not to exceed forty-five working days per injury, not charged to the Employee's vacation, sick leave or other accumulated leave time, for any missed shift time off work due to injury, in addition to any partial shifts off of work on the initial day of injury, and after four (4) working days initial waiting period per injury. The four (4) working day waiting period shall be charged to the Employee's sick leave account less workers compensation insurance payments.

A qualifying employee unable to return to work, certified so by a qualified physician, and injured as a result while actively policing or participating in approved training may request an extension of Injury on Duty Pay up to an additional forty-five (45) working days at the discretion of the city administrator of his/her designee. The employee may appeal, in writing, a denied request to the Elk River City Council whose decision is final and ungrievable.

An approved extension will begin after an additional three (3) working day waiting period commencing after the original Injury on Duty period. The waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments.

ARTICLE 20 - VACATION

20.1 Regular full-time Employees shall earn vacation time at the following rate:

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of employment through completion of the 5 th year	88 working hours per year
Beginning of the 6 th year through completion of the 7 th year	112 working hours per year
Beginning of the 8 th year through completion of the 9 th year	120 working hours per year
Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year
Beginning of the 14 th year through completion of the 15 th year	144 working hours per year
Beginning of the 16 th year through completion of the 17 th year	152 working hours per year

Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year
Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

20.2 40/40/40 Vacation Payout Option

An Employee may request a one-time per year payout for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the Employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the year prior to taking the vacation and the vacation hours taken must be consecutive. The vacation payout will be made the latter of when the Employee has earned forty (40) hours of vacation in the year or the pay period following the vacation taken.

ARTICLE 21 - BEREAVEMENT LEAVE

Regular full-time Employees shall be eligible for bereavement leave per City Policy.

ARTICLE 22 - HOLIDAYS

22.1 All regular full-time Employees shall receive the following twelve (12) holidays or a substitute day off with pay. Employees scheduled to work on the following holidays will receive an additional one-half (1/2) times pay for each hour worked:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

22.2 Regular full-time Employees who leave employment of the Employer under honorable conditions shall be paid holiday earned on a pro-rated basis for the months of service worked in that calendar year. Regular full-time Employees leaving the employment of the Employer during a calendar year who have utilized more holiday time than would be earned on a pro-rated basis, will be required to reimburse the Employer for time taken and not earned. Payment in lieu of holiday time off of work, or days off of work in lieu of holidays will be on the basis of straight time. Payment of unused holiday time shall be made by the Employer to Employees between December 1 and December 31 of each calendar year.

ARTICLE 23 – DETECTIVE SERGEANT ON-CALL

- 23.1 A Detective Sergeant assigned by the Police Chief to a scheduled on-call duty rotation, will not be regularly scheduled to work the above referenced twelve (12) holidays and will receive eight (8) hours of regular pay for each designated holiday.
- 23.2 A Detective Sergeant assigned on-call duty by management at a time other than their weekly rotation shall be compensated one hour of compensatory time for each day on-call. Changes made between Employees do not qualify for the one-hour compensatory time.

ARTICLE 24 – MILEAGE ALLOWANCE

The Employer agrees to reimburse any Employee required to use his/her own auto per the mileage allowance policy in effect for all city employees.

ARTICLE 25 - LEAVES OF ABSENCE

- 25.1 Employees will be granted leaves of absences as provided by law or City policy.
- 25.2 The weather event provision in the statutory ESST law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its applications for all positions in the bargaining unit due to their role as first responders. The provisions of this Section sunset automatically upon the expiration of this agreement.

ARTICLE 26 - INSURANCE

The Employer shall contribute the same amount as that contributed for the City's non-union employees toward group health insurance including dependent coverage.

ARTICLE 27 - WAIVER

- 27.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 27.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 28 - DURATION

This Agreement shall be effective as of January 1, 2025 and shall remain in full force and effect until the 31st day of December, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20____.

FOR THE CITY OF ELK RIVER

FOR LAW ENFORCEMENT
LABOR SERVICES, INC.
LOCAL 271

John J. Dietz, Mayor

Business Agent

Tina Allard, City Clerk

Union Steward

APPENDIX

WAGES

	1/1/2025
Start	\$57.88
After one (1) year	\$59.14
After three (3) years	\$60.13

Pay steps shall increase based on the following:

July 1, 2025 – Market adjustment to top 3 of peer city contracts applied in 0.25% increments retro to January 1, 2025.

The first day of the pay period that includes January 1, 2026 – 2.75% general wage increase.

July 1, 2026 – Market adjustment to top 3 of peer city contracts applied in 0.25% increments retro to the first day of the pay period that includes January 1, 2026.

WAGE INCENTIVE PROGRAM

Regular full-time Employees shall be eligible to participate in the Wage Incentive Program. Employees who meet established guidelines of the program shall be eligible for the following:

After five (5) years – Up to 3% of Employee's base wage rate

After nine (9) years – Up to 4.5% of Employee's base wage rate

After thirteen (13) years – Up to 6% of Employee's base wage rate

After seventeen (17) years – Up to 7.5% of Employee's base wage rate

After twenty-one (21) years – Up to 9% of Employee's base wage rate

P.O.S.T. LICENSE

The Employer shall reimburse Employees for the cost of P.O.S.T. Licensure.

HEALTH CARE SAVINGS PLAN

By payroll deduction, all members in the bargaining group shall contribute 4% of their base salary each payroll to the Minnesota State Retirement System Health Care Savings Plan. For 2025, and 2026, all compensatory time, vacation time, holiday pay, and sick severance eligible to be paid out at separation will be paid into the employee's Health Care Savings Plan. This plan is pursuant to Minnesota Statute §352.98.

SPECIALLY PAY

Certified Field Training Officer Employees shall be paid three (3) hours per day while performing all the duties of a Field Training Officer. This includes completing all required Field Training documentation.

Employees assigned Firearms Instructor or Defensive Tactics Instructor shall be paid three (3) hours straight pay per day while performing as an instructor for more than four (4) hours. If performing these duties for four (4) or fewer hours, they will receive 1.5 hours of additional pay.

Negotiators and SWAT members shall receive 2.5% above base rate when actively performing the role. This does not include training.

MASTER LABOR AGREEMENT
BETWEEN
THE CITY OF ELK RIVER
AND
LAW ENFORCEMENT LABOR SERVICES, INC.
LOCAL 271

Effective January 1, ~~2022~~2025, through December 31, ~~2024~~2026

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**Labor Agreement
between
City of Elk River
and
Law Enforcement Labor Services, Inc.**

ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is entered into between the City of Elk River hereinafter called the Employer, and Law Enforcement Labor Services, Inc., Local No. 271, hereinafter called the Union.

The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' full agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for all Employees in a unit certified by the State of Minnesota Bureau of Mediation Services, Case No. 00-PCE-483 as:

All Sergeants employed by the City of Elk River Police Department, Elk River, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding non-supervisory, non-essential and confidential employees.
- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

ARTICLE 3 - DEFINITIONS

- 3.1 Union Member: A member of Law Enforcement Labor Services, Inc., Local No. 271.
- 3.2 Employee: A member of the exclusively recognized bargaining unit.
- 3.3 Department: The City of Elk River Police Department.
- 3.4 Chief: The Chief of the City of Elk River Police Department.
- 3.5 Union Steward: Officer elected or appointed by Law Enforcement Labor Services, Inc., Local No. 271.

ARTICLE 4 - UNION SECURITY

In recognition of the Union as the exclusive representative the Employer shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the Union from the wages of all Employees authorizing in writing such deduction or a fair share fee deduction, as provided in Minnesota Statutes 179A.06 subd. 3; and
- 4.2 Remit such deduction to the appropriate designated officer of the Union.
- 4.3 The Union may designate certain Employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.
- 4.5 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.

ARTICLE 5 - EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6 - EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.2 UNION REPRESENTATIVES

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and the Union Steward shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employee and the Union Steward have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

6.4 PROCEDURE

Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed in Step 3 may be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration, ~~subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties cannot agree on an arbitrator,~~ For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the

proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

6.6 **WAIVER**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

ARTICLE 7 - SAVINGS CLAUSE

In the event any provision of this Agreement shall be held to be contrary to law by court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE 8 - WORK SCHEDULES

- 8.1 The normal work year for full-time Employees is two thousand eighty (2,080) hours to be accounted for by each Employee through:
- a) hours worked on assigned shifts;
 - b) holidays;
 - c) assigned training;
 - d) authorized leave time.
- 8.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 8.3 Any change of an Employee's schedule made by the Employer with less than a 24-hour notice shall result in the payment at the rate of time and one half the Employee's base rate of pay for all hours worked during the scheduled change. Change in shifts initiated by the Employee, special detail, special projects, and other non-regular shifts do not qualify for this provision.

ARTICLE 9 - OVERTIME

- 9.1. Employees will be compensated at one and one-half (1 ½) time the Employee's regular base pay rate for hours worked in excess of the Employee's regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article.
- 9.2. Overtime will be distributed as equally as practicable.
- 9.3. Overtime refused by Employees will, for record purposes under Article 9.2., be considered as unpaid overtime worked.
- 9.4. For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 9.5. Overtime will be calculated to the nearest fifteen (15) minutes.
- 9.6. Employees have the obligation to work overtime or call backs as requested by the Employer unless unusual circumstances prevent the Employee from so working. The minimum call back will be two hours.

- 9.7 For Employees scheduled to work contract security events; if the event is cancelled within twenty-four (24) hours of the Employee's start time the Employee shall receive a minimum of two (2) hours pay at straight time.

ARTICLE 10 - COMPENSATORY TIME

Regular full-time Employees may be allowed to accumulate either overtime worked at the rate provided for in Article 9 or compensatory time at the rate of one and one-half (1 ½) times the excess hours worked. Employees may use compensatory time off duty with pay, subject to prior approval of the Employer. Employees may cash out accrued but unused compensatory time during a regular pay period in the month of June of each year. The City Administrator may approve compensatory time to be cashed out during a regular pay period at other times during the year due to unforeseen, extenuating circumstances. Compensatory time in excess of forty (40) hours accumulated but not used as time off with pay shall be paid by the Employer between December 1 and December 31 of each calendar year. No more than (40) hours of compensatory time shall be carried from one calendar year to the next.

ARTICLE 11 - SHIFT DIFFERENTIAL

Employees who work shift hours between 6:00 p.m. and 5:59 a.m. shall be paid a shift differential of ~~\$0.75~~ 2.5% of the Employee's base wage for each hour actually worked. Special detail, special projects, and other non-regular shifts do not qualify for shift differential.

ARTICLE 12 - COURT TIME

A regular full-time Employee who is required to appear in court during the Employee's scheduled off-duty time shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the Employee's base pay rate. An extension or early report to a regularly scheduled shift does not qualify the regular full-time Employee for the three (3) hour minimum. An Employee who works a power or night shift shall receive a minimum of three (3) hours pay at two (2) times the Employee's base rate of pay if the Employee is required to appear in court prior to 2:00 p.m. that same day.

Administration will confirm a cancellation to a scheduled court appearance and notify Employees electronically before the close of business (4:30 p.m. CST) the business day before the scheduled court date. On any occasion where an electronic cancellation notice is not provided and court is subsequently canceled after the close of business from the previous day, the Employee shall receive a minimum of three (3) hours pay at one and one-half (1½) times the Employee's base rate of pay.

ARTICLE 13 - STANDBY PAY

Regular full-time Employees required by the Employer to standby shall be paid for such standby time at the rate of one-half (1/2) hours' pay for each hour on standby.

ARTICLE 14 - DISCIPLINE

- 14.1 The Employer will discipline Employees for just cause only. Discipline will be in one of the following forms:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension
- d) Demotion
- e) Discharge

- 14.2 Suspensions, demotions and discharges will be in written form.
- 14.3 Written reprimands, notices of suspension, notices of demotion and notices of discharge which are to become part of an Employee's personnel file shall be read and acknowledged by signature of the Employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 14.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 14.5 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 14.6 Grievances relating to this Article shall be initiated by the Union at Step 3 of the grievance procedure under Article 6 of this Agreement.

ARTICLE 15 - SENIORITY

- 15.1 Seniority will be the determining criterion for transfers and promotions within the bargaining unit when the job relevant qualifications between applicants are equal.
- 15.2 Job classification seniority will be the determining criterion for layoffs. Seniority will be the determining criterion for recall only when the job-relevant qualification factors are equal. Recall rights under this provision will continue for twenty-four (24) months after lay off. Recalled Employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.
- 15.3 Two (2) continuous vacation periods may be selected on the basis of seniority until April 1 of each calendar year.

ARTICLE 16 - PROBATIONARY PERIODS

- 16.1 All newly hired or rehired Employees will serve a one (1) year probationary period.
- 16.2 All Employees will serve a six (6) month probationary period in any job classification in which the Employee has not served a probationary period.
- 16.3 At any time during the probationary period a newly hired or rehired Employee may be terminated at the sole discretion of the Employer.
- 16.4 At any time during the probationary period a promoted or reassigned Employee may be demoted or reassigned to the Employee's previous position at the sole discretion of the Employer.

ARTICLE 17 - UNIFORMS

Regular full-time Employees shall receive a \$~~700~~725.00 uniform allowance each year to be used on a voucher system basis.

Employees assigned to positions not requiring a uniform (i.e. detective) shall receive a cash reimbursement upon submittal of receipts.

All items charged to the Employer by the regular full-time Employee on the voucher system basis must receive prior approval of the Chief. The amount charged shall not exceed the outstanding balance in the Employee's uniform allowance account.

An Employee who has submitted a notice either verbally or in writing to terminate employment shall not

purchase uniforms under this section and reimbursement shall not be made for any purchases after the notice.

Employees are required to maintain a proper duty uniform.

The city will ~~develop~~ maintain a Load Bearing Vest program and fund Load Bearing Vests and replacements which include replacement of pouches and accessories.

ARTICLE 18 - SICK LEAVE

18.1 Sick leave is not a privilege or vested right that an Employee may use at his/her discretion. Eligible Employees may use sick leave only for the following:

- Personal illness or injury;
- To attend medical and dental appointments;
- To care for sick dependents;
- To take dependents to medical and dental appointments;
- To utilize additional time for bereavement;
- In accordance with state and federal law.

Paid sick leave is provided for regular full-time and on a prorated basis for eligible part-time Employees. Regular full-time Employees accrue sick leave at a rate of eight (8) working hours for each calendar month. Temporary and seasonal Employees are not eligible for sick leave.

There is no limit on the amount of accrued sick time that can be accumulated and carried forward from one year to the next.

An Employee must notify his/her immediate supervisor at least thirty (30) minutes before the start of his/her regular start time if the Employee intends to be absent from work. If an emergency prevents the Employee from notifying his/her immediate supervisor at such time, the Employee must call his/her immediate supervisor as soon as possible during the workday. The Employee is required to keep his/her immediate supervisor informed of his/her anticipated return to work.

An Employee attempting to use sick time for reasons other than those explicitly permitted in this policy will be subject to disciplinary action up to and including termination.

A doctor's note shall be required if an Employee is absent more than four (4) days or if abuse of sick leave is suspected by the Employee's immediate supervisor, department head, or the City Administrator. In some circumstances, an Employee may be requested to submit to a medical examination by a physician or medical facility licensed to practice medicine. In such a circumstance, the City may select the physician and facility that will conduct the examination.

Unused sick leave will not be paid out in wages upon termination of employment, except as provided in the Severance Pay section below.

18.2 Leave balances will be checked on the last pay day in October of each year.

If Employee is at or over 960 accrued sick hours, they will begin accruing leave at the rate of eight (8) 8-hour days per year on the first pay day in November.

If Employee is under 960 accrued sick hours they will remain accruing at the rate of twelve (12)

days per year.

When balances are checked on the last pay day in October the following year, Employees accruing at the eight (8) days per year rate shall have one-half (1/2) of the previous year's accrued hours paid into Employee's Post Employment Health Care Savings Plan and the remaining half will remain in Employee's sick leave bank. ie: If you begin the year at the 8-day accrual rate half of your year's accrual will be paid into your PEHCSP at the end of the year and the other half will remain in your bank.

If the balance is below 960 when checked the following year, Employee returns to the twelve (12) days per year accrual rate. Employees are not eligible for HCSP payment when accruing at the twelve (12) days per year rate and all unused accrued hours remain in their bank.

If the balance is at or above 960 when checked, they move to or remain in the eight (8) day per year accrual plan.

For the purpose of implementing this plan in 2022, the leave balances will be checked on the first pay day following the signing of this contract and the terms above will apply going forward.

18.3 Severance Pay

An Employee resigning his/her employment with the City will be eligible for a cash payment for unused sick leave if the following conditions are met:

1. The Employee must resign in good standing (not terminated by the City); and
2. The Employee must provide proper written notice of his/her resignation in accordance with the City Resignation Policy; and
3. The Employee must execute a release of claims.

Payment shall be based on the consecutive years of service completed by the Employee and his/her accrued sick leave balance.

An Employee terminating after completing five (5) years of consecutive service will receive payment as outlined below. Payment shall be at the current rate of pay when the resignation is submitted.

<u>5-9 consecutive years of service</u>	<u>40% of up to 960 hours</u>
<u>10 or more consecutive years of service</u>	<u>50% of hours up to 960 hours</u>

For Employees with 15 or more years of service and retiring at age 50 or older from regular, fulltime POST qualified police work:

<u>15-19 consecutive years of service</u>	<u>60% of up to 960 hours</u>
<u>20-24 consecutive years of service</u>	<u>65% of up to 960 hours</u>
<u>25-29 consecutive years of service</u>	<u>70% of up to 960 hours</u>
<u>30-32 consecutive years of service</u>	<u>75% of up to 960 hours</u>
<u>33 or more consecutive years of service</u>	<u>80% of up to 960 hours</u>

Fifty percent (50%) of the severance will be paid in accordance with the timeline outlined in the release of claims. The remaining severance will be paid approximately 90 days following termination provided the Employee does not return to active policing.

~~An Employee terminating after completing two (2) years of consecutive service will receive payment for fifty percent (50%) of his/her accumulated sick leave balance up to a maximum payment for four hundred eighty (480) hours. Payment shall be at the current rate of pay when the resignation is submitted.~~

Any accumulated sick leave in excess of nine hundred sixty (960) hours is not eligible for payment under this policy. Employees may continue to accumulate sick leave in excess of nine hundred sixty (960) hours to be used in accordance with the Family Medical Leave Act.

18.4 In the event of an Employee death, payment of this benefit consistent with this Article may be approved by the city administrator if the Employee would have been eligible for cash payment under item 18.3

ARTICLE 19 - INJURY ON DUTY

~~Regular full-time~~ Employees injured during the performance of their duties for the Employer shall be paid the difference between the full time Employee's regular pay and worker's compensation insurance payments for a period not to exceed forty-five working days per injury, not charged to the ~~regular full-time~~ Employee's vacation, sick leave or other accumulated leave time, for ~~full shifts~~ any missed shift time off work due to injury, in addition to any partial shifts off of work on the initial day of injury, and after ~~three (3)~~ four (4) working days initial waiting period per injury. -The ~~three (3)~~ four (4) working day waiting period shall be charged to the ~~regular full-time~~ Employee's sick leave account less workers compensation insurance payments.

A qualifying employee unable to return to work, certified so by a qualified physician, and injured as a result while actively policing or participating in approved training may request an extension of Injury on Duty Pay up to an additional forty-five (45) working days at the discretion of the city administrator of his/her designee. The employee may appeal, in writing, a denied request to the Elk River City Council whose decision is final and ungrievable.

An approved extension will begin after an additional three (3) working day waiting period commencing after the original Injury on Duty period. The waiting period shall be charged to the regular full time Employee's sick leave account less worker's compensation insurance payments.

ARTICLE 20 - VACATION

20.1 Regular full-time Employees shall earn vacation time at the following rate:

<u>Length of Service</u>	<u>Accrual Rate</u>
From start of employment through completion of the 5 th year	88 working hours per year
Beginning of the 6 th year through completion of the 7 th year	112 working hours per year
Beginning of the 8 th year through completion of the 9 th year	120 working hours per year

Beginning of the 10 th year through completion of the 11 th year	128 working hours per year
Beginning of the 12 th year through completion of the 13 th year	136 working hours per year
Beginning of the 14 th year through completion of the 15 th year	144 working hours per year
Beginning of the 16 th year through completion of the 17 th year	152 working hours per year
Beginning of the 18 th year	160 working hours per year
Beginning of the 19 th year	168 working hours per year
Beginning of the 20 th year	176 working hours per year
Beginning of the 21 st year	184 working hours per year
Beginning of the 22 nd year through completion of the 24 th year	192 working hours per year
Beginning of the 25 th year and thereafter	200 working hours per year

20.2 40/40/40 Vacation Payout Option

An Employee may request a one-time per year payout for forty (40) hours of accumulated vacation in conjunction with taking forty (40) hours of vacation leave provided that after the reduction of the eighty (80) hours the Employee retains a minimum vacation balance of forty (40) hours. The irrevocable election to take the 40/40/40 option must be made by the end of the year prior to taking the vacation and the vacation hours taken must be consecutive. The vacation payout will be made the latter of when the Employee has earned forty (40) hours of vacation in the year or the pay period following the vacation taken.

ARTICLE 21 - BEREAVEMENT LEAVE

Regular full-time Employees shall be eligible for bereavement leave per City Policy.

ARTICLE 22 - HOLIDAYS

- 22.1 All regular full-time Employees shall receive the following ~~eleven (11)~~ twelve (12) holidays or a substitute day off with pay. Employees scheduled to work on the following holidays will receive an additional one-half (1/2) times pay for each hour worked:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Juneteenth <u>Juneteenth</u>	Christmas Eve Day
Independence Day	Christmas Day

~~If Juneteenth is included in Minnesota Statute 645.44 Subd. 5, during the life of this contract,~~

~~Juneteenth will be included in this list of holidays.~~

- 22.2 Regular full-time Employees who leave employment of the Employer under honorable conditions shall be paid holiday earned on a pro-rated basis for the months of service worked in that calendar year. Regular full-time Employees leaving the employment of the Employer during a calendar year who have utilized more holiday time than would be earned on a pro-rated basis, will be required to reimburse the Employer for time taken and not earned. Payment in lieu of holiday time off of work, or days off of work in lieu of holidays will be on the basis of straight time. Payment of unused holiday time shall be made by the Employer to Employees between December 1 and December 31 of each calendar year.

ARTICLE 23 – DETECTIVE SERGEANT ON-CALL

A Detective Sergeant assigned by the Police Chief to a scheduled on-call duty rotation, will not be regularly scheduled to work the above referenced eleven (11) holidays and will receive eight (8) hours of regular pay for each designated holiday.

A Detective Sergeant assigned on-call duty by management at a time other than their weekly rotation shall be compensated one hour of compensatory time for each day on-call. Changes made between Employees do not qualify for the one-hour compensatory time.

ARTICLE 24 – MILEAGE ALLOWANCE

The Employer agrees to reimburse any Employee required to use his/her own auto per the mileage allowance policy in effect for all city employees.

ARTICLE 25 - LEAVES OF ABSENCE

Employees will be granted leaves of absences as provided by law or City policy.

The weather event provision in the statutory ESST law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its applications for all positions in the bargaining unit due to their role as first responders. The provisions of this Section sunset automatically upon the expiration of this agreement.

ARTICLE 26 - INSURANCE

The Employer shall contribute the same amount as that contributed for the City's non-union employees toward group health insurance including dependent coverage.

ARTICLE 27 - WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred

to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

ARTICLE 28 - DURATION

This Agreement shall be effective as of January 1, ~~2022-2025~~ and shall remain in full force and effect until the 31st day of December, ~~2024~~2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20____.

FOR THE CITY OF ELK RIVER

FOR LAW ENFORCEMENT
LABOR SERVICES, INC.
LOCAL 271

John J. Dietz, Mayor

Business Agent

Tina Allard, City Clerk

Union Steward

APPENDIX

WAGES

	1/1/ 2022 2025
Start	\$ 49.47 57.88
After one (1) year	\$ 50.55 59.14
After three (3) years	\$ 51.40 60.13

Pay steps shall increase based on the following:

July 1, ~~2022-2025~~ – Market adjustment to top ~~30%~~ of peer city contracts applied in 0.25% increments retro to January 1, 202~~25~~.

The first day of the pay period that includes January 1, 202~~36~~ – 2.~~7~~5% general wage increase.

July 1, ~~2023-2026~~ – Market adjustment to top ~~30%3~~ of peer city contracts applied in 0.25% increments retro to the first day of the pay period that includes January 1, 202~~36~~.

~~January 1, 2024 – 2.5% general wage increase.~~

~~July 1, 2024 – Market adjustment to top 30% of peer city contracts applied in .025% increments retro to January 1, 2024.~~

WAGE INCENTIVE PROGRAM

Regular full-time Employees shall be eligible to participate in the Wage Incentive Program. Employees who meet established guidelines of the program shall be eligible for the following:

After five (5) years – Up to 3% of Employee's base wage rate

After nine (9) years – Up to 4.5% of Employee's base wage rate

After thirteen (13) years – Up to 6% of Employee's base wage rate

After seventeen (17) years – Up to 7.5% of Employee's base wage rate

After twenty-one (21) years – Up to 9% of Employee's base wage rate

P.O.S.T. LICENSE

The Employer shall reimburse Employees for the cost of P.O.S.T. Licensure.

HEALTH CARE SAVINGS PLAN

By payroll deduction, all members in the bargaining group shall contribute 4% of their base salary each payroll to the Minnesota State Retirement System Health Care Savings Plan. For ~~2022~~2025, ~~2023~~, and ~~2024~~2026, all compensatory time, vacation time, holiday pay, and sick severance eligible to be paid out at separation will be paid into the employee's Health Care Savings Plan. This plan is pursuant to Minnesota Statute §352.98.

SPECIATLY PAY

Certified Field Training Officer Employees shall be paid three (3) hours per day while performing all the duties of a Field Training Officer. This includes completing all required Field Training documentation.

Employees assigned Firearms Instructor or Defensive Tactics Instructor shall be paid three (3) hours straight pay per day while performing as an instructor for more than four (4) hours. If performing these duties for four (4) or fewer hours, they will receive 1.5 hours of additional pay.

Negotiators and SWAT members shall receive 2.5% above base rate when actively performing the role.
This does not include training.



Request for Action

To
City Council

Item Number
4.19

Meeting Date
December 16, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Pay Estimates

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

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

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

Financial Impact

Project	Pay Estimate #	Contractor	Amount
2023 Street Improvements 10 Project		North Valley Inc.	\$127,418.05
Rollings Hills Sewer Extension	7	Northdale Construction Company	\$59,654.49

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

- Attachments**
1. Pay Estimate 10 - North Valley Inc.
 2. Pay Estimate 7 - Northdale Construction Company

The Elk River Vision

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



Owner: <u>City of Elk River</u> Engineer: <u>Bolton & Menk, Inc.</u> Contractor: <u>North Valley Inc.</u> Project: <u>2023 Street Improvements Project</u> Contract: _____	Owner's Project No.: _____ Engineer's Project No.: <u>OR1.128082</u> Agency's Project No.: _____
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Application No.: <u>10</u>	Application Date: <u>12/5/2024</u>	
Application Period: From <u>8/12/2024</u>	to <u>12/5/2024</u>	

1. Original Contract Price	\$ 5,433,358.71
2. Net change by Change Orders	\$ 386,653.88
3. Current Contract Price (Line 1 + Line 2)	\$ 5,820,012.59
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 5,784,866.17
5. Retainage	
a. <u>1%</u> X \$ 5,784,866.17 Work Completed	\$ 57,848.66
b. _____ X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 57,848.66
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 5,727,017.51
7. Less previous payments	\$ 5,599,599.46
8. Amount due this application	\$ 127,418.05

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>North Valley Inc.</u> Signature: <u></u> Name: <u>MATT ECHOLS</u>	Date: <u>12-6-2024</u> Title: <u>P.M.</u>
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Recommended by Engineer By: <u></u> Name: <u>Jason W. Cook, PE</u> Title: <u>Project Manager</u> Date: <u>12/5/2024</u>	Approved by Owner By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>12-11-24</u>
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EJCDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.128082
Contractor:	North Valley Inc.	Contractor's Project No.:	
Project:	2023 Street Improvements Project	Agency's Project No.:	
Contract:			

Application No.: 10		Application Period: From 08/12/24 to 12/05/24		Application Date: 12/05/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Item Quantity	Contract Information			Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Original Contract												
1	MOBILIZATION	1.00	LUMP SUM	190,171.88	190,171.88	1.00	190,171.88	1.00	190,171.88		190,171.88	100%
2	CLEARING	7.00	TREE	321.26	2,248.82	10.00	3,212.60	10.00	3,212.60		3,212.60	143%
3	GRUBBING	7.00	TREE	107.09	749.63	10.00	1,070.90	10.00	1,070.90		1,070.90	143%
4	REMOVE STRUCTURE	9.00	EACH	374.81	3,373.29	8.00	2,998.48	8.00	2,998.48		2,998.48	89%
5	REMOVE HYDRANT	11.00	EACH	428.35	4,711.85	10.00	4,283.50	10.00	4,283.50		4,283.50	91%
6	REMOVE SIGN	14.00	EACH	26.77	374.78	33.00	883.41	33.00	883.41		883.41	236%
7	REMOVE CONCRETE CURB & GUTTER	2,072.00	LIN FT	7.29	15,104.88	2,371.00	17,284.59	2,371.00	17,284.59		17,284.59	114%
8	REMOVE BITUMINOUS CURB	9,850.00	LIN FT	1.07	10,539.50	1,585.00	1,695.95	1,585.00	1,695.95		1,695.95	16%
9	REMOVE PIPE SEWERS	150.00	LIN FT	21.42	3,213.00	173.00	3,705.66	173.00	3,705.66		3,705.66	115%
10	REMOVE WATERMAIN	4,491.00	LIN FT	3.21	14,416.11	4,578.00	14,695.38	4,578.00	14,695.38		14,695.38	102%
11	REMOVE CONCRETE PAVEMENT	5,276.00	SQ FT	1.51	7,966.76	11,422.00	17,247.22	11,422.00	17,247.22		17,247.22	216%
12	REMOVE POLES	2.00	EACH	535.44	1,070.88	-	-	-	-		-	-
13	SALVAGE & RESTORE IRRIGATION SYSTEM	11.00	EACH	481.90	5,300.90	11.00	5,300.90	11.00	5,300.90		5,300.90	100%
14	FURNISH AND INSTALL SPRINKLER HEAD	117.00	EACH	139.21	16,287.57	47.00	6,542.87	47.00	6,542.87		6,542.87	40%
15	SALVAGE & REINSTALL MEDIAN DELINIATORS	105.00	LIN FT	107.09	11,244.45	105.00	11,244.45	105.00	11,244.45		11,244.45	100%
16	SALVAGE & REINSTALL SIGN	35.00	EACH	160.63	5,622.05	16.00	2,570.08	16.00	2,570.08		2,570.08	46%
17	SALVAGE & REINSTALL FENCE	40.00	LIN FT	53.54	2,141.60	45.26	2,423.22	45.26	2,423.22		2,423.22	113%
18	SALVAGE & REINSTALL GATE	1.00	EACH	2,891.38	2,891.38	1.00	2,891.38	1.00	2,891.38		2,891.38	100%
19	COMMON EXCAVATION (CV) (P)	9,962.00	CU YD	27.83	277,242.46	9,962.00	277,242.46	9,962.00	277,242.46		277,242.46	100%
20	SUBGRADE EXCAVATION (EV)	800.00	CU YD	27.83	22,264.00	394.00	10,965.02	394.00	10,965.02		10,965.02	49%
21	POND EXCAVATION (EV)	457.00	CU YD	21.42	9,788.94	458.00	9,810.36	458.00	9,810.36		9,810.36	100%
22	EXPLORATORY EXCAVATION	10.00	HOURS	535.44	5,354.40	-	-	-	-		-	-
23	SELECT GRANULAR BORROW (CV)	800.00	CU YD	23.38	18,704.00	387.00	9,048.06	387.00	9,048.06		9,048.06	48%
24	SALVAGED AGGREGATE FROM STOCKPILE (CV) (P)	4,022.00	CU YD	13.21	53,130.62	7,200.00	95,112.00	7,200.00	95,112.00		95,112.00	179%
25	AGGREGATE SURFACING (CV) CLASS 2	30.00	CU YD	67.47	2,024.10	14.00	944.58	14.00	944.58		944.58	47%
26	RANDOM RIPRAP CLASS IV	55.00	CU YD	128.51	7,068.05	45.50	5,847.21	45.50	5,847.21		5,847.21	83%
27	FULL DEPTH RECLAMATION (10")	28,159.00	SQ YD	1.30	36,606.70	39,816.00	51,760.80	39,816.00	51,760.80		51,760.80	141%
28	BITUMINOUS PATCH SPECIAL (DRIVEWAY/TRAIL)	875.00	SQ YD	33.89	29,653.75	1,577.40	53,458.09	1,577.40	53,458.09		53,458.09	180%
29	BITUMINOUS PATCH SPECIAL (STREET)	11,996.00	SQ YD	31.33	375,834.68	8,862.00	277,646.46	8,862.00	277,646.46		277,646.46	74%
30	MILL BITUMINOUS SURFACE (TAPER 1.25" - 0")	168,680.00	LIN FT	0.54	91,087.20	152,110.00	82,139.40	152,110.00	82,139.40		82,139.40	90%
31	MILL BITUMINOUS SURFACE (1.5")	11,406.00	SQ YD	1.38	15,740.28	11,318.00	15,618.84	11,318.00	15,618.84		15,618.84	99%
32	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	26,869.00	TON	84.57	2,272,311.33	25,309.00	2,140,382.13	25,309.00	2,140,382.13		2,140,382.13	94%
33	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2,C)	4,220.00	TON	78.37	330,721.40	4,416.50	346,121.11	4,416.50	346,121.11		346,121.11	105%
34	CONCRETE FLUME	3.00	EACH	535.44	1,606.32	3.00	1,606.32	3.00	1,606.32		1,606.32	100%
35	24" RC PIPE APRON (WITH TRASH GUARD)	2.00	EACH	4,283.52	8,567.04	2.00	8,567.04	2.00	8,567.04		8,567.04	100%
36	12" RC PIPE SEWER CLASS V	95.00	LIN FT	66.93	6,358.35	87.00	5,822.91	87.00	5,822.91		5,822.91	92%
37	15" RC PIPE SEWER CLASS V	190.00	LIN FT	74.96	14,242.40	192.00	14,392.32	192.00	14,392.32		14,392.32	101%
38	21" RC PIPE SEWER CLASS V	363.00	LIN FT	94.24	34,209.12	363.00	34,209.12	363.00	34,209.12		34,209.12	100%
39	24" RC PIPE SEWER CLASS V	148.00	LIN FT	128.51	19,019.48	148.00	19,019.48	148.00	19,019.48		19,019.48	100%
40	BULKHEAD STORM PIPE	4.00	EACH	267.72	1,070.88	5.00	1,338.60	5.00	1,338.60		1,338.60	125%
41	CONNECT TO EXISTING STORM SEWER	8.00	EACH	1,606.32	12,850.56	9.00	14,456.88	9.00	14,456.88		14,456.88	113%
42	FILL & ABANDON PIPE	208.00	LIN FT	19.28	4,010.24	140.00	2,699.20	140.00	2,699.20		2,699.20	67%
43	SANITARY SEWER SERVICE REPAIR	5.00	EACH	1,070.88	5,354.40	10.00	10,708.80	10.00	10,708.80		10,708.80	200%
44	SANITARY SEWER SERVICE REPAIR (ROOT DAMAGE)	6.00	EACH	1,070.88	6,425.28	17.00	18,204.96	17.00	18,204.96		18,204.96	283%
45	TEMPORARY WATER SERVICE	1.00	LUMP SUM	26,771.99	26,771.99	1.00	26,771.99	1.00	26,771.99		26,771.99	100%
46	CONNECT TO EXISTING WATER SERVICE	57.00	EACH	1,177.97	67,144.29	56.00	65,966.32	56.00	65,966.32		65,966.32	98%
47	CONNECT TO EXISTING WATERMAIN	4.00	EACH	2,677.20	10,708.80	4.00	10,708.80	4.00	10,708.80		10,708.80	100%

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.128082
Contractor:	North Valley Inc.	Contractor's Project No.:	
Project:	2023 Street Improvements Project	Agency's Project No.:	
Contract:			

Application No.: 10		Application Period: From 08/12/24 to 12/05/24		Application Date: 12/05/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
48	ADJUST VALVE BOX	70.00	EACH	240.95	16,866.50	36.00	8,674.20	44.00	10,601.80		10,601.80	63%
49	REMOVE & REPLACE VALVE BOX	14.00	EACH	1,981.13	27,735.82	6.00	11,886.78	6.00	11,886.78		11,886.78	43%
50	6" WATERMAIN DUCTILE IRON CL 52	150.00	LIN FT	74.96	11,244.00	162.00	12,143.52	162.00	12,143.52		12,143.52	108%
51	8" WATERMAIN DUCTILE IRON CL 52	3,607.00	LIN FT	91.02	328,309.14	3,804.00	346,240.08	3,804.00	346,240.08		346,240.08	105%
52	10" WATERMAIN DUCTILE IRON CL 52	715.00	LIN FT	101.73	72,736.95	676.00	68,769.48	676.00	68,769.48		68,769.48	95%
53	6" GATE VALVE & BOX	10.00	EACH	2,516.57	25,165.70	10.00	25,165.70	10.00	25,165.70		25,165.70	100%
54	8" GATE VALVE & BOX	7.00	EACH	3,533.90	24,737.30	9.00	31,805.10	9.00	31,805.10		31,805.10	129%
55	10" GATE VALVE & BOX	2.00	EACH	4,926.05	9,852.10	2.00	9,852.10	2.00	9,852.10		9,852.10	100%
56	HYDRANT	10.00	EACH	7,228.44	72,284.40	10.00	72,284.40	10.00	72,284.40		72,284.40	100%
57	WATERMAIN FITTINGS	2,480.00	POUND	12.85	31,868.00	2,281.00	29,310.85	2,281.00	29,310.85		29,310.85	92%
58	ADJUST CASTING (MANHOLE)	164.00	EACH	408.93	67,064.52	154.00	62,975.22	172.00	70,335.96		70,335.96	105%
59	ADJUST CASTING (CATCH BASIN)	29.00	EACH	626.46	18,167.34	33.00	20,673.18	33.00	20,673.18		20,673.18	114%
60	CASTING ASSEMBLY	21.00	EACH	1,247.57	26,198.97	21.00	26,198.97	21.00	26,198.97		26,198.97	100%
61	CONSTRUCT DRAINAGE STRUCTURE (2'X3')	49.90	LIN FT	540.79	26,985.42	46.70	25,254.89	46.70	25,254.89		25,254.89	94%
62	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	28.00	LIN FT	685.36	19,190.08	28.00	19,190.08	28.00	19,190.08		19,190.08	100%
63	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4022	19.90	LIN FT	733.55	14,597.65	23.60	17,311.78	23.60	17,311.78		17,311.78	119%
64	CONSTRUCT DRAINAGE SKIMMER STRUCTURE (72")	1.00	LUMP SUM	18,204.95	18,204.95	1.00	18,204.95	1.00	18,204.95		18,204.95	100%
65	4" CONCRETE WALK	1,743.00	SQ FT	5.35	9,325.05	1,358.00	7,265.30	1,358.00	7,265.30		7,265.30	78%
66	6" CONCRETE WALK	4,248.00	SQ FT	6.43	27,314.64	2,585.00	16,621.55	2,585.00	16,621.55		16,621.55	61%
67	6" CONCRETE DRIVEWAY PAVEMENT	12,799.00	SQ FT	7.50	95,992.50	11,992.25	89,941.88	11,992.25	89,941.88		89,941.88	94%
68	CONCRETE CURB & GUTTER DESIGN B412	9,314.00	LIN FT	17.13	159,548.82	9,232.00	158,144.16	9,232.00	158,144.16		158,144.16	99%
69	CONCRETE CURB & GUTTER DESIGN B618	1,105.00	LIN FT	27.84	30,763.20	1,352.00	37,639.68	1,352.00	37,639.68		37,639.68	122%
70	CONCRETE CURB & GUTTER DESIGN SPECIAL	1,250.00	LIN FT	27.84	34,800.00	889.00	24,749.76	889.00	24,749.76		24,749.76	71%
71	7" CONCRETE VALLEY GUTTER	844.00	SQ FT	16.06	13,554.64	603.00	9,684.18	603.00	9,684.18		9,684.18	71%
72	TRUNCATED DOMES	546.00	SQ FT	53.54	29,232.84	474.00	25,377.96	474.00	25,377.96		25,377.96	87%
73	BITUMINOUS CURB	9,950.00	LIN FT	3.21	31,939.50	2,050.00	6,580.50	2,050.00	6,580.50		6,580.50	21%
74	RELOCATE MAILBOX	64.00	EACH	187.40	11,993.60	64.00	11,993.60	64.00	11,993.60		11,993.60	100%
75	TRAFFIC CONTROL	1.00	LUMP SUM	16,491.55	16,491.55	1.00	16,491.55	1.00	16,491.55		16,491.55	100%
76	SIGN PANELS TYPE C	156.00	SQ FT	58.90	9,188.40	53.00	3,121.70	53.00	3,121.70		3,121.70	34%
77	STABILIZED CONSTRUCTION EXIT	3.00	EACH	535.44	1,606.32	1.00	535.44	1.00	535.44		535.44	33%
78	STORM DRAIN INLET PROTECTION	23.00	EACH	240.95	5,541.85	4.00	963.80	4.00	963.80		963.80	17%
79	SILT FENCE, TYPE M5	1,778.00	LIN FT	1.98	3,520.44	1,006.00	1,991.88	1,006.00	1,991.88		1,991.88	57%
80	SEDIMENT CONTROL LOG TYPE WOOD CHIP	170.00	LIN FT	3.21	545.70	359.00	1,152.39	359.00	1,152.39		1,152.39	211%
81	COMMON TOPSOIL BORROW (LV)	1,045.00	CU YD	49.97	52,218.65	1,734.00	86,647.98	1,762.00	88,047.14		88,047.14	169%
82	FERTILIZER TYPE 3	963.00	POUND	1.07	1,030.41	2,030.00	2,172.10	2,030.00	2,172.10		2,172.10	211%
83	SEEDING	2.90	ACRE	428.35	1,242.22	5.80	2,484.43	5.80	2,484.43		2,484.43	200%
84	SEED MIXTURE 25-151	754.00	POUND	5.14	3,875.56	1,653.00	8,496.42	1,653.00	8,496.42		8,496.42	219%
85	SEED MIXTURE 35-641	6.00	POUND	42.56	255.36	7.00	297.92	7.00	297.92		297.92	117%
86	HYDRAULIC BONDED FIBER MATRIX	9,623.00	ACRE	1.45	13,953.35	22,500.00	32,625.00	22,500.00	32,625.00		32,625.00	234%
87	LANDSCAPING MULCH	5.00	CU YD	69.61	348.05	5.00	348.05	5.00	348.05		348.05	100%
88	24" SOLID LINE MULTI-COMPONENT (WHITE)	67.00	LIN FT	6.96	466.32	131.00	911.76	131.00	911.76		911.76	196%
89	CROSSWALK MULTI-COMPONENT (WHITE)	678.00	SQ FT	5.89	3,993.42	648.00	3,816.72	648.00	3,816.72		3,816.72	96%
90	PAVEMENT MESSAGE MULTI-COMPONENT	1.00	EACH	107.09	107.09	1.00	107.09	1.00	107.09		107.09	100%
Original Contract Totals					\$ 5,433,358.71		\$ 5,254,895.81		\$ 5,265,583.31	\$ -	\$ 5,265,583.31	97%

Contractor's Application for Payment

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.128082
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Application No.:		10		Application Period:		From		08/12/24		to		12/05/24		Application Date:		12/05/24	
A	B			C	D	E	F		F1	F2	G	H	I		J	K	
Bid Item No.	Description	Item Quantity	Contract Information			Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)					
			Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)								
Change Orders																	
CO-1	WATSON CIRCLE PATCH	1.00	LUMP SUM		8,483.45	8,483.45	1.00	8,483.45	1.00	8,483.45				8,483.45	100%		
CO-2.1	REMOVE 12" STORM PIPE	271.00	LIN FT		23.00	6,233.00	271.00	6,233.00	271.00	6,233.00				6,233.00	100%		
CO-2.2	18" RCP STORM PIPE	271.00	LIN FT		96.00	26,016.00	271.00	26,016.00	271.00	26,016.00				26,016.00	100%		
CO-2.3	CONNECT TO EX MH	2.00	EACH		4,025.00	8,050.00	2.00	8,050.00	2.00	8,050.00				8,050.00	100%		
CO-2.4	BITUMINOUS STREET PATCH	400.00	SQ YD		31.33	12,532.00	400.00	12,532.00	400.00	12,532.00				12,532.00	100%		
CO-2.5	REMOVE & REPLACE CURB & GUTTER	20.00	LIN FT		35.13	702.60		-		-				-			
CO-2.6	MOBILIZATION	1.00	LUMP SUM		9,125.00	9,125.00	1.00	9,125.00	1.00	9,125.00				9,125.00	100%		
CO-2.7	TRAFFIC CONTROL	1.00	LUMP SUM		450.00	450.00	1.00	450.00	1.00	450.00				450.00	100%		
CO-2.8	GRATED CASTING LID	1.00	EACH		397.35	397.35	1.00	397.35	1.00	397.35				397.35	100%		
CO-2.9	CLEAR & GRUB TREE	4.00	EACH		675.00	2,700.00	4.00	2,700.00	4.00	2,700.00				2,700.00	100%		
CO-2.10	R-3501-TB CASTING ASSEMBLY	2.00	EACH		512.00	1,024.00	2.00	1,024.00	2.00	1,024.00				1,024.00	100%		
CO-3.1	MOBILIZATION	1.00	LUMP SUM		25,050.99	25,050.99	1.00	25,050.99	1.00	25,050.99				25,050.99	100%		
CO-3.2	REMOVE CONCRETE CURB & GUTTER	239.00	LIN FT		20.58	4,918.62	442.00	9,096.36	442.00	9,096.36				9,096.36	185%		
CO-3.3	REMOVE BITUMINOUS PAVEMENT	3,614.00	SQ YD		4.03	14,564.42	3,669.00	14,786.07	3,669.00	14,786.07				14,786.07	102%		
CO-3.4	REMOVE CONCRETE PAVEMENT	435.00	SQ FT		4.11	1,787.85	739.00	3,037.29	739.00	3,037.29				3,037.29	170%		
CO-3.5	SALVAGE & REINSTALL LANDSCAPING WALL	15.00	LF		43.81	657.15	15.00	657.15	15.00	657.15				657.15	100%		
CO-3.6	COMMON EXCAVATION (CV) (P)	799.00	CU YD		34.18	27,309.82	799.00	27,309.82	799.00	27,309.82				27,309.82	100%		
CO-3.7	AGGREGATE BASE CLASS 5	776.00	CU YD		58.31	45,248.56	844.00	49,213.64	1,019.27	59,433.63				59,433.63	131%		
CO-3.8	BITUMINOUS PATCH SPECIAL (DRIVEWAY/TRAIL)	3,981.00	SQ YD		17.06	67,915.86	3,536.25	60,328.43	6,596.25	112,532.03				112,532.03	166%		
CO-3.9	MILL BITUMINOUS SURFACE (1.5")	2,082.00	SQ YD		6.29	13,095.78	1,462.00	9,195.98	2,044.00	12,856.76				12,856.76	98%		
CO-3.10	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	175.00	TON		133.35	23,336.25	396.68	52,897.28	544.78	72,646.41				72,646.41	311%		
CO-3.11	6" PVC PIPE DRAIN	55.00	LF		40.53	2,229.15	55.00	2,229.15	55.00	2,229.15				2,229.15	100%		
CO-3.12	ADJUST CASTING (MANHOLE)	2.00	EACH		1,204.84	2,409.68	1.00	1,204.84	1.00	1,204.84				1,204.84	50%		
CO-3.13	ADJUST CASTING (CATCH BASIN)	1.00	EACH		711.95	711.95	-	-	-	-				-			
CO-3.14	4" CONCRETE WALK	135.00	SQ FT		16.43	2,218.05	474.00	7,787.82	474.00	7,787.82				7,787.82	351%		
CO-3.15	6" CONCRETE WALK	300.00	SQ FT		27.38	8,214.00	408.00	11,171.04	486.00	13,306.68				13,306.68	162%		
CO-3.16	CONCRETE CURB & GUTTER DESIGN B618	239.00	LIN FT		38.34	9,163.26	400.00	15,336.00	434.00	16,639.56				16,639.56	182%		
CO-3.17	TRUNCATED DOMES	40.00	SQ FT		54.77	2,190.80	68.00	3,724.36	79.00	4,326.83				4,326.83	198%		
CO-3.18	TRAFFIC CONTROL	1.00	LUMP SUM		2,628.73	2,628.73	1.00	2,628.73	1.00	2,628.73				2,628.73	100%		
CO-3.19	COMMON TOPSOIL BORROW (LV)	205.00	CU YD		58.05	11,900.25	238.00	13,815.90	358.50	20,810.93				20,810.93	175%		
CO-3.20	FERTILIZER TYPE 3	175.00	POUND		1.30	227.50	283.00	367.90	383.00	497.90				497.90	219%		
CO-3.21	SEEDING	0.50	ACRE		328.60	164.30	0.81	266.17	0.81	266.17				266.17	162%		
CO-3.22	SEED MIXTURE 25-151	150.00	POUND		9.85	1,477.50	225.00	2,216.25	325.00	3,201.25				3,201.25	217%		
CO-3.23	HYDRAULIC BONDED FIBER MATRIX	1,750.00	POUND		1.85	3,237.50	2,550.00	4,717.50	3,550.00	6,567.50				6,567.50	203%		
CO-3.24	4" SOLID LINE MULTI-COMPONENT (WHITE)	655.00	LIN FT		3.94	2,580.70	403.00	1,587.82	403.00	1,587.82				1,587.82	62%		
CO-3.25	PAVEMENT MARKING SPECIAL	9.00	SF		26.29	236.61	8.93	234.77	8.93	234.77				234.77	99%		
CO-3.26	SANITARY SEWER SERVICE REPAIR	1.00	EACH		7,393.20	7,393.20	1.00	7,393.20	1.00	7,393.20				7,393.20	100%		
CO-3.27	ALT 1 - SITE 3 OVERLAY TRAIL 2.5"	480.00	SY		24.77	11,889.60		-		-				-			
CO-3.28	ALT 1 - SITE 3 REMOVE-REPLACE TRAIL W/ CL5 & BIT	480.00	SY		37.88	18,182.40		-	480.00	18,182.40				18,182.40	100%		
Change Order Totals						\$ 386,653.88		\$ 401,265.26		\$ 519,282.86	\$ -		\$ 519,282.86		134%		
Original Contract and Change Orders																	
Project Totals						\$ 5,820,012.59		\$ 5,656,161.07		\$ 5,784,866.17	\$ -		\$ 5,784,866.17		99%		

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OR1.129209
Contractor:	Northdale Construction Company	Agency's Project No.:	
Project:	Rolling Hills Sewer Extension		
Contract:			
Application No.:	7	Application Date:	9/17/2024
Application Period:	From	8/1/2024	to 9/17/2024

Contractor's Certification

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Recommended by Engineer	Approved by Owner
By: <u></u> Name: <u>Jason Cook</u> Title: <u>Project Engineer</u> Date: <u>9/17/2024</u>	By: <u></u> Name: <u>Justin Femrite</u> Title: <u>Chief</u> Date: <u>12-3-24</u>

EJCDC C-620 Contractor's Application for Payment
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Contractor's Application for Payment

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

Application No.: 7		Application Period: From 08/01/24 to 09/17/24		Application Date: 09/17/24								
A	B	C	D	E	F	F1	F2	G	H	I	J	K
Bid Item No.	Description	Item Quantity	Contract Information		Value of Bid Item (C X E) (\$)	Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)
			Units	Unit Price (\$)		Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)			
Original Contract												
1	MOBILIZATION	1.00	LUMP SUM	42,034.75	42,034.75	1.00	42,034.75	1.00	42,034.75		42,034.75	100%
2	TRAFFIC CONTROL	1.00	LUMP SUM	12,600.00	12,600.00	1.00	12,600.00	1.00	12,600.00		12,600.00	100%
3	REMOVE FENCE	60.00	LF	42.00	2,520.00	60.00	2,520.00	60.00	2,520.00		2,520.00	100%
4	REMOVE SAND FILTER MEDIA	310.00	CU YD	70.00	21,700.00	266.30	18,641.00	266.30	18,641.00		18,641.00	86%
5	REMOVE UNDERGROUND TANK	2.00	EACH	10,000.00	20,000.00	2.00	20,000.00	2.00	20,000.00		20,000.00	100%
6	REMOVE AND REPLACE CURB & GUTTER	120.00	LF	57.25	6,870.00	-	-	-	-		-	-
7	REMOVE VALVE VAULT	2.00	EACH	10,000.00	20,000.00	2.00	20,000.00	2.00	20,000.00		20,000.00	100%
8	SALVAGE CONTROL PANEL	1.00	LUMP SUM	1,995.00	1,995.00	1.00	1,995.00	1.00	1,995.00		1,995.00	100%
9	COMMON BORROW	440.00	CU YD	44.40	19,536.00	247.80	11,002.32	247.80	11,002.32		11,002.32	56%
10	EXPLORATORY EXCAVATION	10.00	HOURS	1,562.50	15,625.00	8.15	12,734.38	8.15	12,734.38		12,734.38	82%
11	DEWATERING	1.00	LUMP SUM	36,750.00	36,750.00	1.00	36,750.00	1.00	36,750.00		36,750.00	100%
12	BITUMINOUS PATCH (STREET)	1,580.00	SQ YD	78.79	124,488.20	165.41	13,032.65	635.50	50,071.05		50,071.05	40%
13	BITUMINOUS PATCH (TRAIL)	110.00	SQ YD	64.37	7,080.70	-	-	-	-		-	-
14	AGGREGATE SURFACING CLASS 2	60.00	CU YD	50.85	3,051.00	-	-	-	-		-	-
15	ADJUST FRAME & RING CASTING	2.00	EACH	750.00	1,500.00	-	-	1.00	750.00		750.00	50%
16	7" CONCRETE PAVEMENT	760.00	SQ FT	19.08	14,500.80	681.00	12,993.48	681.00	12,993.48		12,993.48	90%
17	12" CONCRETE PAVEMENT	260.00	SQ FT	55.83	14,515.80	126.00	7,034.58	126.00	7,034.58		7,034.58	48%
18	8' CHAIN LINK FENCE AND GATES	84.00	LF	174.93	14,694.12	-	-	-	-		-	-
19	BOLLARD	2.00	EACH	1,260.00	2,520.00	-	-	-	-		-	-
20	CONNECT TO EXISTING FORCE MAIN	1.00	EACH	2,625.78	2,625.78	1.00	2,625.78	1.00	2,625.78		2,625.78	100%
21	CONNECT TO EXISTING SANITARY SEWER MANHOLE (CORE &	1.00	EACH	4,200.00	4,200.00	1.00	4,200.00	1.00	4,200.00		4,200.00	100%
22	1.5" SANITARY FORCEMAIN HDPE DR 11 (TRENCHLESS)	175.00	LF	51.37	8,989.75	160.00	8,219.20	160.00	8,219.20		8,219.20	91%
23	4" SANITARY FORCEMAIN (TRENCHLESS)	23,650.00	LF	24.41	577,296.50	23,606.00	576,222.46	23,606.00	576,222.46		576,222.46	100%
24	CONSTRUCT LIFT STATION AND VALVE VAULT	1.00	LUMP SUM	419,929.70	419,929.70	1.00	419,929.70	1.00	419,929.70		419,929.70	100%
25	ELECTRICAL GENERATOR	1.00	LUMP SUM	42,000.00	42,000.00	1.00	42,000.00	1.00	42,000.00		42,000.00	100%
26	AIR RELIEF MANHOLE	8.00	EACH	22,712.50	181,700.00	8.00	181,700.00	8.00	181,700.00		181,700.00	100%
27	CLEANOUT MANHOLE	1.00	EACH	21,637.50	21,637.50	1.00	21,637.50	1.00	21,637.50		21,637.50	100%
28	MANHOLE ODOR CONTROL FILTER	1.00	EACH	2,515.63	2,515.63	1.00	2,515.63	1.00	2,515.63		2,515.63	100%
29	STORM DRAIN INLET PROTECTION	4.00	EACH	350.04	1,400.16	4.00	1,400.16	4.00	1,400.16		1,400.16	100%
30	FERTILIZER TYPE 3	420.00	POUND	0.89	373.80	400.00	356.00	475.00	422.75		422.75	113%
31	SEEDING	1.20	ACRE	1,312.50	1,575.00	2.48	3,255.00	2.75	3,609.38		3,609.38	229%
32	SEEDING MIXTURE 25-151	360.00	POUND	3.36	1,209.60	650.00	2,184.00	850.00	2,856.00		2,856.00	236%
33	EROSION CONTROL BLANKETS CATEGORY 3N	5,808.00	SY	1.52	8,828.16	5,887.50	8,949.00	5,887.50	8,949.00		8,949.00	101%
34	LOAM TOPSOIL BORROW (LV)	968.00	CU YD	46.92	45,418.56	861.00	40,398.12	986.00	46,263.12		46,263.12	102%
35	SEDIMENT CONTROL LOG TYPE WOOD FIBER	2,100.00	LF	3.57	7,497.00	2,380.00	8,496.60	2,380.00	8,496.60		8,496.60	113%
36	4" SOLID LINE MULTI COMP	900.00	LF	3.05	2,745.00	38.00	115.90	38.00	115.90		115.90	4%
		-	-	-	-				-		-	-
Original Contract Totals					\$ 1,711,923.51		\$ 1,535,543.21		\$ 1,580,289.74	\$ -	\$ 1,580,289.74	92%



Request for Action

To
City Council

Item Number
4.20

Meeting Date
December 16, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Agreement 24-38 with Axon

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested
Execute, by motion, Agreement 24-38 between the City of Elk River and Axon Enterprise, Inc.

Background/Discussion
The Police Department's agreement with Axon includes body cameras, fleet cameras, tasers, and the evidence records management system. The current agreement is due to expire on December 31, 2024. The Police Department would like to renew with Axon for a 5-year term agreement, beginning January 1, 2025.

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
I. 2025 Axon Agreement

The Elk River Vision

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



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

Q-612986-45637.720SR

Issued: 12/11/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 04/01/2025

Account Number: 110486

Payment Terms: N30

Delivery Method:

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Lily Dokic Phone: Email: lyost@axon.com Fax:	Andrew Zabee Phone: 7636351206 Email: azabee@elkrivernm.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$541,690.05
ESTIMATED TOTAL W/ TAX	\$541,690.05

Discount Summary

Average Savings Per Year	\$67,046.80
TOTAL SAVINGS	\$335,233.99

Payment Summary

Date	Subtotal	Tax	Total
Mar 2025	\$108,338.01	\$0.00	\$108,338.01
Mar 2026	\$108,338.01	\$0.00	\$108,338.01
Mar 2027	\$108,338.01	\$0.00	\$108,338.01
Mar 2028	\$108,338.01	\$0.00	\$108,338.01
Mar 2029	\$108,338.01	\$0.00	\$108,338.01
Total	\$541,690.05	\$0.00	\$541,690.05

Quote Unbundled Price:	\$876,924.04
Quote List Price:	\$766,707.04
Quote Subtotal:	\$541,690.05

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$34,466.08)	(\$34,466.08)	\$0.00	(\$34,466.08)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$25,657.33	\$25,657.33	\$0.00	\$25,657.33
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	12	60	\$148.39	\$139.74	\$55.90	\$40,248.00	\$0.00	\$40,248.00
M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	60	\$261.40	\$216.65	\$216.65	\$467,964.00	\$0.00	\$467,964.00
B00020	BUNDLE - UNLIMITED	4	60	\$154.22	\$140.82	\$140.82	\$33,796.80	\$0.00	\$33,796.80
Fleet3B+TAP	Fleet 3 Basic + TAP	3	60	\$227.59	\$204.74	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
70112	AXON SIGNAL - SIGNAL UNIT	12			\$279.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	12			\$1,713.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	30			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	4			\$1,595.00	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	3			\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	10			\$849.00	\$849.00	\$8,490.00	\$0.00	\$8,490.00
A la Carte Software									
73618	AXON COMMUNITY REQUEST	40	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	60		\$56.42	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	49		\$1.33	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$541,690.05	\$0.00	\$541,690.05

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	3	1	03/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	3	1	03/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	03/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	30	1	03/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	03/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	03/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	33	1	03/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	33	1	03/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	11	1	03/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	03/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	03/01/2025
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	12	1	03/01/2025
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	12	1	03/01/2025
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	72049	AXON FLEET 3 - SIM INSERTION - TMO	12	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	36	2	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	36	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	720	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	36	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	36	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	36	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	72	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	03/01/2025
BUNDLE - UNLIMITED	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	4	1	03/01/2025
BUNDLE - UNLIMITED	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	8	1	03/01/2025
Fleet 3 Basic + TAP	100989	AXON FLEET - CRADLEPOINT R920-C7A+5YR NETCLOUD	3	1	03/01/2025
Fleet 3 Basic + TAP	70112	AXON SIGNAL - SIGNAL UNIT	3	1	03/01/2025
Fleet 3 Basic + TAP	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	3	1	03/01/2025
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	03/01/2025
Fleet 3 Basic + TAP	72049	AXON FLEET 3 - SIM INSERTION - TMO	3	1	03/01/2025
A la Carte	70112	AXON SIGNAL - SIGNAL UNIT	12	1	03/01/2025
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	1	03/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	290	1	03/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	290	1	03/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	37	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	3	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	09/01/2027
BUNDLE - UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	4	1	09/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	290	1	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	290	1	03/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	37	1	03/01/2030

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	3	1	03/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	03/01/2030
BUNDLE - UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	4	1	03/01/2030
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	03/01/2030
Fleet 3 Basic + TAP Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	12	1	03/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	36	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	36	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	36	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	36	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	360	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	04/01/2025	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	36	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	4	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	4	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	40	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	4	04/01/2025	03/31/2030
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	04/01/2025	03/31/2030
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	04/01/2025	03/31/2030
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	04/01/2025	03/31/2030
Fleet 3 Basic + TAP Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	12	04/01/2025	03/31/2030
Fleet 3 Basic + TAP Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	24	04/01/2025	03/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	40	04/01/2025	03/31/2030
A la Carte	80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	04/01/2025	03/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	36
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3
Fleet 3 Basic + TAP Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	36	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	36	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	1	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	36	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	03/01/2026	03/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	3	03/01/2026	03/31/2030
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	4	03/01/2026	03/31/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	03/01/2026	03/31/2030
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	03/01/2026	03/31/2030
Fleet 3 Basic + TAP Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	12	03/01/2026	03/31/2030
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	03/01/2026	03/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	13077 Orono Pkwy NW	Elk River	MN	55330-5600	USA
2	13077 Orono Pkwy NW	Elk River	MN	55330-5600	USA

Payment Details

Mar 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	\$5,131.47	\$0.00	\$5,131.47
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$6,893.22)	\$0.00	(\$6,893.22)
Year 1	70112	AXON SIGNAL - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 1	73618	AXON COMMUNITY REQUEST	40	\$0.00	\$0.00	\$0.00
Year 1	80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	\$0.00	\$0.00	\$0.00
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 1	B00020	BUNDLE - UNLIMITED	4	\$6,759.37	\$0.00	\$6,759.37
Year 1	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	12	\$0.00	\$0.00	\$0.00
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$0.00	\$0.00	\$0.00
Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	12	\$8,049.61	\$0.00	\$8,049.61
Year 1	H00001	AB4 Camera Bundle	10	\$1,698.00	\$0.00	\$1,698.00
Year 1	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 1	H00003	AB4 1-Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	\$93,592.78	\$0.00	\$93,592.78
Total				\$108,338.01	\$0.00	\$108,338.01

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	\$5,131.47	\$0.00	\$5,131.47
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$6,893.22)	\$0.00	(\$6,893.22)
Year 2	70112	AXON SIGNAL - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 2	73618	AXON COMMUNITY REQUEST	40	\$0.00	\$0.00	\$0.00
Year 2	80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	\$0.00	\$0.00	\$0.00
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 2	B00020	BUNDLE - UNLIMITED	4	\$6,759.37	\$0.00	\$6,759.37
Year 2	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	12	\$0.00	\$0.00	\$0.00
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$0.00	\$0.00	\$0.00
Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	12	\$8,049.61	\$0.00	\$8,049.61

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 2	H00001	AB4 Camera Bundle	10	\$1,698.00	\$0.00	\$1,698.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 2	H00003	AB4 1-Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	\$93,592.78	\$0.00	\$93,592.78
Total				\$108,338.01	\$0.00	\$108,338.01

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	\$5,131.47	\$0.00	\$5,131.47
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$6,893.22)	\$0.00	(\$6,893.22)
Year 3	70112	AXON SIGNAL - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	40	\$0.00	\$0.00	\$0.00
Year 3	80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	\$0.00	\$0.00	\$0.00
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 3	B00020	BUNDLE - UNLIMITED	4	\$6,759.37	\$0.00	\$6,759.37
Year 3	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	12	\$0.00	\$0.00	\$0.00
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$0.00	\$0.00	\$0.00
Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	12	\$8,049.61	\$0.00	\$8,049.61
Year 3	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	10	\$1,698.00	\$0.00	\$1,698.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 3	H00003	AB4 1-Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	\$93,592.78	\$0.00	\$93,592.78
Total				\$108,338.01	\$0.00	\$108,338.01

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	\$5,131.47	\$0.00	\$5,131.47
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$6,893.22)	\$0.00	(\$6,893.22)
Year 4	70112	AXON SIGNAL - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	40	\$0.00	\$0.00	\$0.00
Year 4	80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	\$0.00	\$0.00	\$0.00
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 4	B00020	BUNDLE - UNLIMITED	4	\$6,759.37	\$0.00	\$6,759.37
Year 4	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	12	\$0.00	\$0.00	\$0.00
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$0.00	\$0.00	\$0.00
Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	12	\$8,049.61	\$0.00	\$8,049.61
Year 4	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 4	H00001	AB4 Camera Bundle	10	\$1,698.00	\$0.00	\$1,698.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 4	H00003	AB4 1-Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	\$93,592.78	\$0.00	\$93,592.78
Total				\$108,338.01	\$0.00	\$108,338.01

Mar 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	\$5,131.47	\$0.00	\$5,131.47

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$6,893.22)	\$0.00	(\$6,893.22)
Year 5	70112	AXON SIGNAL - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	12	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	40	\$0.00	\$0.00	\$0.00
Year 5	80218	AXON FLEET - SOFTWARE LICENSE - WI-FI OFFLOAD SERVER	1	\$0.00	\$0.00	\$0.00
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	12	\$0.00	\$0.00	\$0.00
Year 5	B00020	BUNDLE - UNLIMITED	4	\$6,759.35	\$0.00	\$6,759.35
Year 5	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	12	\$0.00	\$0.00	\$0.00
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	3	\$0.00	\$0.00	\$0.00
Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	12	\$8,049.61	\$0.00	\$8,049.61
Year 5	H00001	AB4 Camera Bundle	30	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	10	\$1,698.00	\$0.00	\$1,698.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Year 5	H00003	AB4 1-Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	36	\$93,592.80	\$0.00	\$93,592.80
Total				\$108,338.01	\$0.00	\$108,338.01

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s)
Q-309430, Q-309470, Q-329309, Q-342787, Q-355171, Q-414738, Q-505236, Q-532483

Agency is terminating those contracts effective 4/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$8,808.74

Axon is refreshing 30x BWC, 3x SBD and 4x MBD via TAP.

Signature

Date Signed

Signature

Date Signed

12/11/2024





Request for Action

To
City Council

Item Number
4.21

Meeting Date
December 16, 2024

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Meadowwoods Village Sewer Connection
(Agreement 24-39)

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Agreement 24-39: Connection Agreement, CIP amendment, and professional services proposal.

Background/Discussion

As supported by Council consensus at the November 18, 2024, Regular Meeting Work Session, staff has continued work on necessary documents relating to the initiation of public improvements on behalf of the Meadowwoods Village development for connection to the public sewer system. The action requested is to approve the attached Connection Agreement, CIP Sheet which details a budgetary cost estimate, and a professional services proposal for services relating to preliminary engineering, final design, and construction administration.

It is the goal of the homeowners association to begin work as soon as approvals are in place so that a project can be constructed and online in 2025 if possible.

Financial Impact

All costs for the improvements will be carried in the Trunk Utility Fund with 100% repayment to come from private property assessments.

Mission/Policy/Goal

Improve citizen quality of life.

Attachments

1. Sanitary Sewer Connection Agreement Updated
2. Meadowwoods Sewer CIP Form
3. Meadowwoods Village Sewer Engineering Services Proposal

The Elk River Vision

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



SANITARY SEWER CONNECTION AGREEMENT

THIS SANITARY SEWER CONNECTION AGREEMENT (“Agreement”) entered into this ____ day of December, 2024, by and between **MEADOWWOODS VILLAGE HOMEOWNERS ASSOCIATION**, (“HOA”) and the **CITY OF ELK RIVER, 55330** (“City”).

BACKGROUND

Meadowwoods Village (the “Subdivision”) is a 39-lot residential subdivision located outside of the City’s Urban Service Area, with no current access to City Sanitary Sewer Services. Sanitary Sewer Service is currently provided to the 39 lots in the Subdivision by means of a shared subsurface sewer treatment system (“SSTS”), which has reached the end of its useful life and must be replaced. In lieu of replacing the SSTS, the HOA has requested the City to connect the Subdivision to the City’s Sanitary Sewer System. In response to this request, the City has initiated a public improvement project (the “Project”) to install a public sewer line to connect the Subdivision to the City Sanitary Sewer System, and to assess the costs of the Project to the 39 lots in the Subdivision. The purpose of this Agreement is to set forth the terms and conditions for connection to the City-owned Sanitary Sewer System.

AGREEMENT

1. The Project. The Project includes the design and installation of a publicly built sanitary sewer system that will connect the Subdivision to the City sanitary sewer system. This may be accomplished via a gravity sewer installation as detailed in the May 30, 2024, Feasibility Study completed by the HOA, or installation of a new lift station and forcemain system. The Project will study the cost effectiveness, constructability, and long-term maintenance around both options before developing plans around the option that most appropriately fits all needs, as mutually agreed upon by the HOA and the City. The Project will involve improvements on or across Outlot A as owned by the HOA. This Agreement hereby establishes the rights of the Project to establish certain public easements upon this outlot, to be detailed in and mutually agreed upon in certain easement agreements, so the public sewer system can be built and maintained into the future.

Notwithstanding the foregoing, the HOA may terminate the Project and the Agreement at any time prior to the commencement of any construction or installation or repair of any portion of the Project, or if the HOA fails to close on its acquisition of the SSTS, in which case this Agreement shall terminate except for the HOA’s obligation to reimburse the City’s costs incurred through the date of termination and the City’s ability to assess such costs as set forth herein.

2. Assessments. The HOA agrees that all City costs related to the Project shall be assessed to the 39 properties included in the Subdivision as committed through the signed preliminary Petition Waivers and Agreements to be entered into by and between the City and each lot owner, and to be fully documented in final petition Waiver and Agreements. Costs to be assessed will include all City costs to complete the Project, agreed costs for purchase of the current system from the HOA’s third party vendor (already negotiated by HOA), any additional costs to upgrade or replace existing private HOA (or third party) Owned Infrastructure, any additional City

costs for consultant and staff time related to the Project, and the Trunk Sewer fees and Sewer Service availability charges for 39 single family residential Sanitary Sewer Services, as provided in the City fee schedule. All costs associated with the Project's development shall become assessable even it is determined the Project will not be built based on economic factors as directed by the HOA or its petitioners. (ie: The final bids are substantially higher than estimates and the HOA wants to rebuild their private system on their own).

3. Ownership, repair, maintenance and replacement of City-Owned Infrastructure.

A. City will own all infrastructure installed with the Project.

B. City will be responsible for the repair, maintenance and replacement of the City-Owned Infrastructure. The cost to repair, maintain and/or replace the City-Owned Infrastructure shall be borne by the City according to then-existing City policies applicable to all other properties served by the City's Sanitary Sewer System.

4. Ownership, repair, maintenance and replacement of HOA-owned infrastructure.

A. The existing SSTS and all affiliated equipment and infrastructure is currently owned by Natural Systems Utilities, LLC, a Delaware limited liability company ("NSU"). Pursuant to that certain Letter of Intent dated effective October 4, 2024, the HOA has tentatively agreed to purchase the SSTS from NSU pursuant to an Asset Purchase and Sale Agreement with NSU based on the terms of the Letter of Intent.

B. Through the HOA's purchase from NSU [and subsequent conveyance to the City], the City shall take ownership of all existing SSTS and the piped collection system on Outlot A and under the streets of the Subdivision.

C. After the Project, the HOA will not have control/ownership of any parts of the system as public ownership will include all mainline piping as consistent with City standards. Each lot will own their service lines to the point of their single connection in the street.

D. By executing this Agreement, the HOA authorizes the City to install or replace any portion of the HOA-Owned Infrastructure which the HOA has failed to install as required by this Agreement and the Project specifications, and to add the costs of such additional work to the Project costs for assessment to each lot in the Subdivision.

E. By executing this Agreement, the HOA authorizes the City to enter on the Subdivision to repair or replace any component of the HOA-Owned Infrastructure which the HOA has failed to repair or replace after notice from City; and to assess the costs of such repair or replacement to the HOA pursuant to this agreement or Minnesota Stat. § 429.101.

5. Discharge to City Sanitary Sewer System. This Agreement authorizes the HOA to connect 39 single family residential lots to the City Sanitary Sewer System. Neither the HOA, nor any individual lot within the Subdivision, shall discharge any effluent to the system other than wastewater from single family residential uses.

6. User Charges. Upon connection to the City Sanitary Sewer System, each lot within the Subdivision shall pay ongoing sewer use charges at the House Unit Flat Charge rate set forth in the City's fee schedule for residential properties not served by the City water utility.

7. Miscellaneous Provisions.

A. Entire Agreement. This Agreement incorporates the entire understanding between the parties and supersedes all prior understandings and agreements related to the subject matter. This Agreement cannot be amended, altered or modified, and no provisions can be waived, unless the amendment, change or modification is in writing and signed by both parties.

B. Benefit. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

C. No Waiver. No waiver of any breach or any agreement, covenant or restriction contained herein shall be construed to be a waiver of any other or future breach of the same or other covenants or restrictions.

D. Notice Addresses. All notices shall be sent by registered or certified mail addressed as follows:

City: City Engineer
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

HOA: Meadowwoods Village Homeowners Association
c/o Cities Management
2100 Summer Street NE, Suite 280
Minneapolis, MN 55413
Attention: Chris Shaw

Either party may, by such notice, designate a new or other address to which notice may be mailed.

E. Heading and Captions. The headings and captions of the paragraphs and subparagraphs of this Agreement are inserted for convenience and reference only and shall not constitute a part of this Agreement or a limitation on the scope of any paragraph or subparagraph.

F. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of this Agreement.

G. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

H. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota.

I. Authority. The parties each warrant and represent that the person executing this Agreement on its behalf has the authority to do so and to bind said party to the terms of this Agreement.

[Intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

CITY OF ELK RIVER

BY: _____
John J. Dietz, Mayor

AND: _____
Tina Allard, City Clerk

**MEADOWWOODS VILLAGE
HOMEOWNERS ASSOCIATION**

BY: _____
Christopher Shaw, Board President

Capital Improvement Plan
2024 - 2028

Department: Public Works
Contact: Justin Femrite

Project

Meadowwoods Village Sewer Connection

Description

Install sewer system to connect the 39 existing homes in the development to the City sewer system for ultimate disposal and treatment of their wastewater. The project has been petitioned for by the HOA and its members.

Justification

Through execution of the Connection Agreement with the HOA, the City will undertake a public project at their cost.

Expenditures	2024	2025	2026	2027	2028	Total
Improvement Project		1,450,000				
Total		1,450,000				

Funding Source	2024	2025	2026	2027	2028	Total
Trunk Utility Fund		1,450,000				
Total		1,450,000				



December 3, 2024

Mr. Justin Femrite, P.E.
Chief Engineer
City of Elk River
13065 Orono Parkway
Elk River, MN 55330

RE: Meadowwoods Village Sewer Extension – Engineering Services Proposal

Dear Mr. Femrite:

Bolton & Menk, Inc. appreciates the opportunity to submit this proposal to the City of Elk River for professional engineering services related to the proposed Meadowwoods Village Sewer Extension project.

Project Background and Scope

General Considerations

The scope of the improvements are generally as described in the feasibility study previously completed by Lake Superior Consulting dated 5/30/2024.

- Meadowwoods Village is located along Elk River Road (CR 1) and Ranch Road (CR 33). The development has 39 homes that have a shared sewer system.
- The existing feasibility report recommends constructing a gravity system along Elk River Road to tie into the gravity sewer along Ranch Road. We will evaluate if the construction of a lift station and force main along the same route may be a preferred option considering the depth the gravity pipe would need to be installed and with the possibility of using parts of the existing lift station in the development.

Work Plan

Our work scope will include preparation of an update to the existing feasibility report considering the forcemain alternative. It will also include preliminary and final designs through bidding administration. We will also provide construction services including survey, inspection, and administration. Our assumptions and proposed approach are as follows:

- **Data Transfer:** Receive GIS, CAD and Record Drawing files from City.
- **Preliminary Survey:** We have included a topographic survey for the entire proposed improvement area. We will call a Gopher One locate as well for private utilities. We will also fly a drone to collect current imagery along the project area.

- **Wetland Delineation:** No wetlands are anticipated within the project area.
- **Easements & ROW:** We anticipate only temporary construction easements will be needed for the gravity sewer option. We will create the temporary easement exhibits for these. We did not include any easement work for the HOA parcel or any of the HOA sewer system that will be turned over to the City. If these require easements we can create those as an additional service.
- **Feasibility Report:** We will provide a memo evaluating the additional alternative of a lift station and forcemain. This will be an addition to the existing feasibility report.
- **Design Services:** Includes sanitary sewer design and plan production. This will include preparation of plans and specifications in the standard City formats.
- **Soil Borings and Environmental:** No geotechnical evaluations are included in this proposal. These will be needed if directional drilled forcemain is proposed. We can solicit a geotechnical contractor for bids at the City's request.
- **Project Specifications:** This document will be prepared in accordance with City standards utilizing Bolton & Menk, Inc standard formatting.
- **Project Permitting and Utility Coordination:** We will complete a sewer extension permit and an NPDES erosion control permit. The County ROW permit will need to be submitted by the selected contractor.
- **Bidding Services:** We will solicit bids, answer questions, issue addenda if needed, open bids and prepare a letter of recommendation.
- **Construction Services:** We will perform construction staking and provide a field representative during construction. We will also complete construction management tasks such as holding a preconstruction meeting, submittal reviews, weekly construction meetings as needed, pay request processing, contract processing, and final close out.
- **Construction Testing:** This proposal does not include construction testing. We can solicit at testing contractor for bids at the City's request.

In addition to the above items, meetings will occur at logical periods throughout the design process. We will prepare all exhibits and graphics for those meetings. Our Project Manager will attend all design-related meetings. Should any of the above-listed items that are not included in this proposal be requested, we will provide separate fee proposals as needed.

Project Team

Jason Cook, P.E. is the proposed Project Manager and lead Engineer, performing the design work tasks for the project. Andy Hill, L.S. will complete the platting process, Jon Nico, E.I.T. will be the lead CAD drafter and designer.

Mr. Justing Femrite, P.E.

December 3, 2024

Page: 3

Project Schedule

We understand the importance of meeting desired timelines to enable construction to occur in 2025. The below schedule assumes easements will not delay gravity design construction or that lift station controls and generators don't cause delays to the forcemain option.

<u>Item</u>	<u>Date</u>
Notice to Proceed from City	December 16, 2024
Plans and Specifications Complete	February 28, 2025
Bid Opening	March 31, 2025
Award Bid	April 7, 2025
Construction Start	May 2025
Substantial Completion	November 21, 2025
Final Completion	December 26, 2025

Project Fees

Bolton & Menk will perform the work as described in the Work Plan. Our proposed fees for services are hourly, not to exceed, as follows:

Business Center Drive Extension

Topo Surveying, Drone Imagery, Temp Easements	\$ 16,313.00
Design through Bidding Fee	\$ 48,510.00
Construction Services Fee	\$ 57,608.00
Total Base Fee	\$ 122,431.00

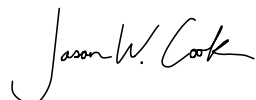
Summary

Bolton & Menk has field crews available to begin surveying and we also have engineers and technicians available to begin evaluating the lift station/forcemain alternative.

If there are any questions, please contact me at the number listed below.

Sincerely,

Bolton & Menk, Inc.



Jason W. Cook, P.E.

Principal Engineer

(763) 200-2444



Request for Action

To
City Council

Item Number
6.1

Meeting Date
December 16, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by
Cal Portner
Tina Allard

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

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

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

The Elk River Vision

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





Request for Action

To
City Council

Item Number
6.2

Meeting Date
December 16, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Proclaim December 16, 2024, as Elk River High School Football "Team 133" Day

Reviewed by
Cal Portner
Tina Allard

Action Requested
Mayor Dietz to read and present the proclamation to the Elk River Football team.

Background/Discussion
The Elk River High School Football team finished their season with an overall record of 12-1, winning the Minnesota State High School League Class 5A State Championship. The City Council is asked to welcome and congratulate the team on their winning season.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

Attachments
I. Proclamation ERHS Football 2024

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Proclamation

Designating December 16, 2024, as Elk River High School Football Team 133 Day in the City of Elk River, Minnesota.

WHEREAS, the Elks, under the leadership of Head Coach Steve Hamilton, who developed a program built on commitment, dedication, and positivity, as well as creativity with their use of the unique Power T play; and

WHEREAS, Team 133 has demonstrated excellence on and off the field throughout the 2024 season, proving to be a credit to their school and their community; and

WHEREAS, the 2024 Elk River High School Football Team 133 were unstoppable and finished the season with an overall record of 12-1; and

WHEREAS, Team 133's hard work and dedication have resulted in a second Class 5A state championship victory in three seasons along with a third championship in the last nine seasons.

NOW, THEREFORE, BE IT RESOLVED, that I, John J. Dietz, Mayor of Elk River, do hereby recognize and commend Team 133 for their outstanding achievements during the 2024 season and for their continued commitment to excellence in athletics and sportsmanship.

BE IT FURTHER RESOLVED, that December 16, 2024, be proclaimed as Elk River High School Football Team 133 Day in the City of Elk River, Minnesota.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
6.3

Meeting Date
December 16, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Recognition of Councilmember Matt Westgaard

Reviewed by
Cal Portner
Tina Allard

Action Requested

Mayor Dietz will read and present a plaque to Councilmember Matt Westgaard recognizing his service to the city.

Background/Discussion

The City Council is invited to speak regarding Matt's service to the community.

Matt began his first term for Ward 3 in January 2009. After redistricting, he was re-elected to Ward 2 for a term beginning January 2013. He has also served as a commissioner and council liaison with the Economic Development Authority, Energy City Commission, Heritage Preservation Commission, Ice Arena Commission, Utilities Commission, Planning Commission, Multipurpose Facility Advisory Commission, and the Ice Arena Commission.

Matt's experience and expertise have been invaluable in constructing and improving city facilities and amenities throughout his service. He was an active member of the Public Works Facility planning team, the Active Elk River Parks/Facilities Project, and the acquisition of Bailey Point Nature Preserve and W.H. Houlton Conservation Area.

Cupcakes will be provided during the work session portion of the meeting.

Financial Impact
N/A

Mission/Policy/Goal

Together we win

Attachments
None

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Request for Action

To
City Council

Item Number
7.1

Meeting Date
December 16, 2024

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Northstar Truck & RV Parking - Zone Change &
Conditional Use Permit

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

No action is required as the applicant has withdrawn both of their applications. (ZC 24-03 and CU 24-18)

Background/Discussion

The applicant continues to work with both the City of Elk River and the City of Ramsey on a joint review of the properties and requires more time to gather the needed information. It is anticipated the applicant will reapply at the end of November.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

- I. Northstar Truck and RV Parking Applications Withdraw

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Chris Leeseberg

From: Nikolay Babkin <northstarparkingmn@gmail.com>
Sent: Wednesday, November 13, 2024 3:39 PM
To: Chris Leeseberg
Subject: Northstar Truck and RV Parking Applications Withdraw

Northstar Truck and RV Parking LLC would like to formally withdraw the two applications, Zone Change (ZC 24-03) and CUP (CU 24-18) as of November 13, 2024.

Nikolay Babkin



Request for Action

To
City Council

Item Number
7.2

Meeting Date
December 16, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Ordinance 24-26 : Adopt 2025 Master Fee Schedule
Resolution 24-80 Summary Publication of Ordinance
24-26

Reviewed by
Cal Portner
Tina Allard

Action Requested

1. Mayor Dietz to open and close the public hearing.
2. Adopt, by motion, Ordinance 24-26 approving the 2025 Master Fee Schedule.
3. Adopt, by motion, Resolution 24-80 for summary publication of the ordinance.

Background/Discussion

The city adopts user fees to fund services provided or required due to the request or action of an individual or entity. A fee for service ensures the individual/entity bears most, if not all, of the costs incurred by the city to provide that service. These user and regulatory fees are set according to the estimated reasonable cost of service, including direct and indirect costs.

When a fee does not fully cover the cost of service, another city revenue source subsidizes that cost and in most cases it's the General Fund. The City Council reviews and updates user fees on an annual basis to help reduce the need for a General Fund subsidy, which is paid for with taxpayer dollars.

Some of the fees have already been reviewed as part of the budget review and adjustments reflect the need to recover things such as increased regulatory costs, staff time, indirect costs, or development related impacts on city services. The following bullet points note where changes have been made.

Development Fees

- SAC/Sewer
- Street Disruption Permit

Environmental

- Floodplain Permit
- Garbage

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- Wetland Buffer Signage

Parks and Recreation

- Park Shelter Rentals
- Senior Activity Membership

Fire

- Rental Dwelling Licenses

Police(Exhibit B, court approved fees)

- Illegal dumping at compost facility

Elk River Municipal Utilities (Exhibit C, adopted by ERMU Commission)

New Fees

- Cannabis Licensing. State legalization and fees are set by state law.
- Septic Dumpage. This fee is requested by staff in order to have a basis for charging the handful of special requests we receive annually for certain 'clean' water discharges to our sanitary sewer system.
- Police AV Fees. Missing from the schedule previously.

Deleted Fees

- Fire Extinguisher Service. Service no longer offered.

Financial Impact

N/A

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. Who Should Pay Fees?
2. Ordinance
3. Exhibit A
4. Exhibit B Police
5. Exhibit C Utilities
6. Resolution for Summary Publication

Who Should Pay Fees?

Council can set fees to fully recover the cost of a service or set a lower fee to provide a certain level of subsidy, or alternatively, reduce costs by reducing the level of service.

Some programs and services may justify a subsidy from a tax based or alternative revenue source. For example, community supported public services based on social, safety, or general community welfare. Services supporting the general public, such as public safety, are supported by tax and other non-fee revenues, while services more elective in nature and of specific benefit to individuals are typically supported by charging fees to the user.

Within the services typically funded by user fees, there are several reasons a Council may not advocate for full cost recovery of services. The following factors are some key policy considerations when setting fees at less than 100 percent of cost recovery:

- **Encouragement of desired behaviors.** Keeping fees for certain services below full cost recovery may provide better compliance from the community. For example, if the cost of a permit for a residential tree removal is higher than the cost of the actual removal of the tree, many citizens will avoid getting the permit.
- **Effect on demand for a particular service.** Sometimes raising the “price” charged for services might reduce the number of participants in a program. This is largely the case in recreation programs such as camps or enrichment classes, where participants often compare the city’s fees to surrounding jurisdictions or other options for leisure activities.
- **Benefit received by user of the service and the community at large is mutual.** Many services that directly benefit a group or individual equally benefit the community as a whole. Examples include recreation programs, planning design review, historical dedications, and certain types of special events.

Who Benefits	Type of Service	Tax v Fees Policy	Example Services
Community	Public	100% taxes	Police patrol
Primarily the community with some individual benefits	Public/Private	Mostly taxes and some fees	Code enforcement
Primarily individual with some community wide benefits	Private/Public	Mostly fees and some taxes	Youth sports
Individual benefit only	Private	100% fees	Development services

When reviewing fees keep in mind which fees should be supported and subsidized and which should be privately paid.



Ordinance 24 - 26

An Ordinance Amending the City Code to Establish a 2025 Master Fee Schedule for the City of Elk River, Minnesota

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

SECTION 1.

The schedule of fees and rates attached hereto as Exhibit A, Exhibit B, and Exhibit C is hereby adopted by deleting the strikethrough language and adding the underline language.

SECTION 2.

Where a direct conflict exists between the amount of a fee or charge set by any provision of the City Code and a fee or charge set by this Ordinance, the fee or charge set by this Ordinance applies.

SECTION 3. That this ordinance shall become effective January 1, 2025.

Passed and adopted by the City Council of the City of Elk River this 16th day of December, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



2024-2025 Master Fee Schedule

Fees deposited with or checks cashed by the city do not imply an applicant automatically receives a permit or license from the city. Specific criteria must be met for each type of license or permit for which an application has been submitted before the license or permit may be granted. Administrative or Council approval may also be required before the permit or license is valid.

ADMINISTRATIVE

ASSESSMENT SEARCH CERTIFICATION

\$30/each

COPIES

- Microfilm to Hard Copy
- Photocopies

\$.25 per page

\$.25 per page up to 100 pages; over 100 pages plus staff time

FINANCE CHARGE

This charge does not apply to Code Enforcement Violations.

Computed at 1.5% per month (18 % annual) on account balances unpaid after the due date.

LABOR RATE *(research, computer services, etc.)*

\$50 per hour (15 minutes minimum)

LICENSES

License fees submitted less than 60 days before their expiration date shall be charged a 10% penalty or \$25, whichever is greater.

If a license expires, applicant must apply for a new license and pay applicable fees.

- Billiard Hall

\$35/table

- Cannabis Retailer Licenses

(These fees are outlined in state law and the initial registration fee shall include the initial registration fee and the first annual renewal fee. Renewal registration fees shall be charged at the time of the second renewal and each subsequent renewal thereafter.)

- Low Potency Hemp Retailer

Initial Fee: \$125

Renewal Fee: \$125

- Cannabis Retailer

Initial Fee: \$500

Renewal Fee: \$1,000

- Cannabis Mezzobusiness Retailer

Initial Fee: \$500

Renewal Fee: \$1,000

- Cannabis Microbusiness Retailer

Initial Fee: \$0

Renewal Fee: \$500

- ~~Hemp Based THC License~~

~~\$400~~

▪ Food Trucks (Mobile Food Units)	\$100/year
▪ Kennel	
○ Commercial	\$75/year
○ Residential	\$50/year
▪ Liquor	
○ 3.2% Malt Off-Sale	\$75/year
○ 3.2% Malt On-Sale	\$225/year
○ Brew Tap Room	\$225/year
○ Brewpub/Microbrewer Off-Sale	\$200/year
○ Microdistillery Off-Sale	\$200/year
○ Club	\$300/year
○ Cocktail Room	\$225/year + initial background fee
○ Consumption & Display (Set-up)	\$75/year
○ Intoxicating On-Sale	\$5,000/year
○ Intoxicating Sunday On-Sale	\$200/year
○ Small Brewer's Growler Off-Sale	/year \$100
○ Small Brewer's 128 oz Off-Sale	\$100/year
○ Temporary Community Festival (on-sale)	\$100/day
○ Temporary 3.2% Malt On-Sale	\$30/day
○ Temporary On-Sale	\$40/day
○ Temporary On-Sale Farm Winery	\$40/day
○ Temporary Wine Festival	\$100/day
○ Wine	\$700/year
○ Extended Hours Permit (for legislative approved special events (examples, Super Bowl, World Cup)	\$50
○ Initial Investigation Fee for Intoxicating Licenses	
▪ Single	\$200
▪ Association, Partnership, Corporation, Club	\$400
▪ Massage Establishment	
○ Single	\$200
○ Partnership, Association, Corporation	\$300
○ Renewal Fee	\$150/year
▪ Massage Therapist	
○ Initial Fee	\$150
○ Renewal Fee	\$100/year
▪ Pawn Shop	\$12,000/year
○ Initial Investigation Fee	\$1,500
▪ Peddler	\$150/year
▪ Sexually Oriented Businesses (<i>additional planning department fees and zoning requirements may apply</i>)	\$500/year
○ Initial Investigation Fee	
▪ Single	\$200
▪ Association, Partnership, Corporation	\$400
▪ Special Event	

○ Private Events on Public Property	\$150 for first 2 hours \$50 each additional hour \$250 damage deposit
○ Expedited Application Services for Special Events	60 days before event \$0
▪ Applications can't be processed if they are received less than 5 days before an event.	31-59 days \$50
▪ A completed application must be received before days will be counted	15-30 days \$100
	5-14 days \$200
▪ Solicitor	\$150/year
▪ Tobacco	\$150/year
▪ Transient Merchant (<i>general planning permit fee may apply</i>)	\$150/year

MERCHANDISE

▪	
▪ City Flag	\$45
▪ Plastic Pins - Elk River	\$.35 each
▪ Metal Pins- Elk River	\$2 each

POSTAGE

Prevailing Rate

ENVIRONMENTAL

ABATEMENTS-Per City Ordinance

Actual cost borne by the city for handling/disposal, site maintenance, or other appropriate remediation.

COMPOST SITE ANNUAL PASS (per Sherburne County)

▪ Single-Family Residential	No Charge
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FATS, OILS & GREASE CONTROL ENFORCEMENT TIER LEVELS

The following civil penalties for violation of the city Fats, Oils, and Grease Control Ordinance, Section 78-156, of the City Code, as provided in the city Fats, Oils, & Grease Enforcement Response Plan

Tier I	Notice of Deficiency/Notice to Correct	No penalty
Tier II	Notice of Violation	\$0 - \$50
Tier III	Notice of Violation	\$75 - \$100
Tier IV	Notice of Violation	\$150 - \$500
Tier V	Notice of Violation	\$500 - \$1,000
Tier VI	Notice of Violation	\$1,000 - \$10,000 Possible Consent or Administrative Order
Tier VII		Consent Order/Administrative Order with stipulated penalties
Tier VIII		Consent Order/Administrative Order with stipulated penalties and Termination of Sewer Service

FLOODPLAIN PERMIT

~~\$250~~\$300

GARBAGE

▪ 32 Gallon Biweekly	\$9.00 \$9.50/month
▪ 32 Gallon	\$9.30 \$9.70/month
▪ 60 Gallon	\$12.75/month
▪ 90 Gallon	\$19.35/month
▪ Additional 90 Gallon	\$17.05/month
▪ Recycling	\$4.50/month

SIGNAGE

▪ Wetland Buffer Sign	\$5 \$8
-----------------------	--------------------

LICENSES

▪ Garbage Hauler	\$80 1 st truck plus \$15 each additional truck
▪ Mineral Extraction	\$20/acre to be actively mined in forthcoming year or not reclaimed
	\$5/acre approved but not actively mined
▪ Solid Waste Facility	\$2,000 plus cost of reviewing license. Amount of annual cost incurred by the city for monitoring and inspecting the facility plus the license.

NPDES PERMITS

▪ Inspection Residential	\$175 per residential building
▪ Commercial/Industrial	Actual cost of total inspections

SHORELAND PERMIT

\$150

SHORELAND, FILLING & GRADING AND/OR ALTERATION FEES

▪ After-the-Fact Major Violation Permit	\$1,000 per violation
▪ After-the-fact Minor Violation Permit	\$ 400 per violation
▪ Major Alteration Permit	\$250 per permit
▪ Major Shoreland Mitigation Escrow	\$5,000
▪ Minor Alteration Permit	\$100 per permit
▪ Minor Shoreland Mitigation Escrow	\$1000

WETLAND CONSERVATION ACT APPLICATION

\$400 (field review/impacts)
\$75 (no-net loss exemption letter)

▪ After-the-Fact Wetland Alteration Permit	\$750 plus staff time
▪ Replacement Plan Applications	Escrow \$700 \$2,500
▪ Wetland Banking Application	Escrow \$1,600 \$5,000
▪ Annual Wetland Mitigation Monitoring	Escrow \$2,500/year
▪ All Other Wetland Services (Buffers)	\$200

LGU fees are in addition to Planning, Zoning, and Escrow fees

PLANNING/DEVELOPMENT/BUILDING

Double fee applies if work begins before permit obtained

3 SEASON/SCREEN PORCHES	\$45 per square foot for valuation, use building permit fee, plus state surcharge and a 65% plan review fee.
ADMINISTRATIVE SUBDIVISIONS/SIMPLE PLATS APPLICATION	\$300
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
BASEMENT FINISH	\$20 per square foot for valuation, use building permit fee, plus state surcharge and a 65% plan review fee.
BEE KEEPING	\$75 one-time fee
BUILDING PERMIT	
▪ Industrial, Commercial, Multifamily Residential, Single-family Residential, Remodels, and Additions	1997 UBC Table 1A, plus state surcharge, and a 65% plan review fee
COMMERCIAL PLAN REVIEW (PARTIAL)	.5% of the valuation (non-refundable)
CONCEPT PLAN REVIEW BY CITY COUNCIL	\$200
▪ Escrow for Consulting/Engineering/Staff Services	\$500
CONDITIONAL OR INTERIM USE PERMIT	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
DECKS	\$25 per square foot for valuation use building permit fee, plus state surcharge, and a 65% plan review fee.
DEMOLITION	
▪ House or Commercial	\$150
▪ Residential Outbuilding Over 120 sq. ft.	\$45
EASEMENT VACATION APPLICATION	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,000
ENGINEERING SERVICES	\$125 an hour
FIREPLACES/WOOD STOVES	\$75 plus state surcharge
FLEET MECHANIC SERVICE (For ERMU & Sherburne SWCD only)	\$65 an hour
GENERAL PLANNING PERMIT	\$100
▪ Escrow for Consulting/Engineering/Staff Services	\$225
GRADING PERMIT	1.5% of the valuation, minimum \$75
LAND USE PLAN AMENDMENT	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,500

MECHANICAL PERMIT *(For heating, ventilation, & air conditioning)*

- Residential *(new installation, basement, remodel, etc.)*
- Residential *(appliance replacement)*
- Commercial

Fee shall be the greater of \$45, plus state surcharge or 1.5% of the valuation of the work material and labor

\$50, plus state surcharge

Fee shall be the greater of \$75, plus state surcharge or 1.5% of the valuation of the work material and labor.

MICRO LOAN PROGRAM

Processing fee of \$500

Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing

HRA BLIGHTED PROPERTIES COMMERCIAL/INDUSTRIAL FORGIVABLE LOAN PROGRAM

Processing fee of \$2,000

Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.

HRA BLIGHTED PROPERTIES RESIDENTIAL FORGIVABLE LOAN PROGRAM

Processing fee of \$500.

Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.

ORDINANCE AMENDMENT

- Escrow for Consulting/Engineering/Staff Services

\$400

\$1,500

OUTBUILDINGS/ACCESSORY STRUCTURE

(detached garage, pole barn, shed over 200 sq. ft., etc.)

\$30 per square foot for valuation, use building permit fee, plus state surcharge and a 65% plan review fee.

PARK DEDICATION FEE

- Residential
 - Low Density (<4 DU/acre)
 - Medium Density (4 to <7 DU/acre)
 - High Density (>7 DU/acre)
- Commercial
- Industrial

\$3,065.73/dwelling unit

\$4,207.25/dwelling unit

\$5,945.38/dwelling unit

The park dedication fee for high-density residential projects shall be capped at \$500,000.

8% of county assessed value of property

6% of county assessed value of property

PLANNED UNIT DEVELOPMENT (PUD)

Charge for required planning applications, i.e. conditional use permit, rezoning, etc.

PLATTED EXEMPTION

- Escrow for Consulting/Engineering/Staff Services

\$100

\$100

PLATS, PRELIMINARY APPLICATION

- Escrow for Consulting/Engineering/Staff Services

\$400

\$2,000

PLATS, FINAL APPLICATION	\$400
▪ Escrow for Consulting/Engineering/Staff Services	\$1,500
PLUMBING PERMIT	
▪ Residential (<i>new installation, basement, remodel, etc.</i>)	Fee shall be the greater of \$45 plus state surcharge or 1.5% of the valuation of the work material and labor
▪ Residential (<i>appliance/fixture replacement</i>)	\$50, plus state surcharge
▪ Commercial	Fee shall be the greater of \$75, plus state surcharge or 1.5% of the valuation of the work material and labor
POOL	
▪ Above Ground	\$50, plus state surcharge
▪ In Ground	\$150, plus state surcharge
RE-ROOF	
▪ Residential	\$125, plus state surcharge
▪ Commercial/Industrial	\$2 per square foot for valuation for permit fee plus state surcharge, minimum \$75
RENTAL DWELLING	Fees listed under Fire section
RE-SIDING (Residential)	\$100, plus state surcharge
SANITARY SEWER USER FEE (<i>Annual increase according to fund analysis on bond repayment</i>)	
▪ Charge Per 1,000 Gallons	\$5.77 \$5.94
▪ Minimum Charge	\$13.36 \$13.76
▪ Apartment Unit Charge	\$22.93 \$23.62
▪ House Unit Flat Charge	\$30.40 \$31.00
▪ Leachate Treatment (3% annual increase per Significant Industrial User Agreement)	\$0.0146 \$0.0160 per gallon
▪ <u>Septic Dumpage</u>	<u>\$40 per 1,000 gallons</u>
SEPTIC INSTALLATION & REPAIR PERMIT	\$200
SEWER AVAILABILITY CHARGE (SAC)	\$5,942 \$6,120 per unit
SEWER & WATER HOOKUP/REPAIR PERMIT <i>Storm or Sanitary</i>	\$150 commercial plus \$2,000 bond in favor of the city \$65 residential plus \$2,000 bond in favor of the city
SIGN/ZONING PERMITS	
▪ Permanent Sign (<i>separate building permit and fee may apply</i>)	\$50
▪ Temporary	\$40
SITE PLAN REVIEW APPLICATION	\$300

▪ Escrow for Consulting/Engineering/Staff Services	\$500
STAFF SERVICES (planning & environmental)	\$100 an hour
STORMWATER UTILITY FEE Single-family, duplex, townhome residential properties with public sewer and/or public water service All other single-family, duplex, and townhome residential uses All other properties in the city	\$4.10 per month per residential unit \$2.80 per month per residential unit \$29.15 per month per impervious acre
STREET/ RIGHT-OF-WAY DISRUPTION PERMIT (cable, phone, gas, electric, etc.)	\$400 \$150 plus (\$5,000 letter of credit or bond in favor of the city or equivalent)
SUBDIVISION EXEMPTIONS	\$150
TAX ABATEMENT (Economic Development Incentive)	\$10,000 Projects which require additional professional services in excess of \$10,000 shall be required to reimburse the city for additional expenses
TAX INCREMENT FINANCING	\$10,000 Projects which require additional professional services in excess of \$10,000 shall be required to reimburse the city for additional expenses
VARIANCE ▪ Escrow for Consulting/Engineering/Staff Services	\$400 \$1,000
WINDOW/DOOR INSTALLATION ▪ 1 – 3 Windows/Doors ▪ 4 or More Windows/Doors	\$75, plus state surcharge \$100, plus state surcharge
ZONE MAP CHANGE ▪ Escrow for Consulting/Engineering/Staff Services	\$400 \$1,000
ZONING LETTER	\$95 per address
ZONING REQUESTS, MISCELLANEOUS	\$110

PARKS & RECREATION

Sales tax will be added for any facility rentals

Athletic Field Deposit

All users/associations/tournament organizer will pay a \$500, refundable deposit on an annual basis/per tournament. The refundable deposit will help ensure user/association accountability for damage to fields, facilities and/or scoreboard controllers. If the deposit is used for any of the above-mentioned items, the user/association will replenish their deposit back to the full amount of \$500

ATHLETIC FIELD RENTAL RATES

Below 60% Participant Residency

\$45 per field per day
\$45 per field per day for lights, plus \$4 per hour of use

Elk River Association (Group 3A)

Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is completed.

70% and above Participant Residency
\$25 per field per day
\$25 per field per day for lights, plus \$4 per hour of use

Elk River Association (Group 3B)

Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is completed.

60-69% Participant Residency
\$35 per field per day
\$35 per field per day for lights, plus \$4 per hour of use

TOURNAMENTS

- Dave Anderson Athletic Complex

\$50/per tournament
Seasonal Temporary Food Stand/Special Event License Required

- Lion John Weicht Park

\$100/per weekend
Seasonal Temporary Food Stand/Special Event License from the MN Dept. of Health

- Plants and Things Recreation Complex

\$100 per tournament
Seasonal Temporary Food Stand/Special Event License from the MN Dept. of Health

Restroom Cleaning

All users will pay for restroom cleanings deemed necessary by city staff based upon the event attendance estimates.

The associations will be billed at the same rate as the city for the cleanings.

This fee will apply to the indoor restroom facilities and any additional portable toilets.

MEMORIAL TREE AND BENCH

- Tree
- Bench

\$500
\$3,000

PARK RENTAL FEES

More than 14 days:
Reservation alteration/cancellation: \$10

Within 14 days
No refunds or cancellations

Special Event Park Deposit

\$500

- Lion John Weicht Shelters 1-3

Resident: ~~\$40~~\$50/Day
Non-Resident: ~~\$60~~\$70/Day

- Lion John Weicht Park Pavilion with Servery

Resident:
~~-\$65~~\$75/2 hour minimum

	Additional hour: \$45 <u>\$20</u>
	Non-Resident: \$95 <u>\$105</u> /2 hour minimum Additional hour: \$20 <u>\$25</u>
	Damage Deposit: \$250
▪ Lion John Weicht Park Pavilion with Servery and Concessions	Resident: \$85 <u>\$95</u> /2 hour minimum Additional hour: \$45 <u>\$20</u>
	Non-Resident: \$115 <u>\$125</u> /2 hour minimum Additional hour: \$20 <u>\$25</u>
	Damage Deposit: \$250
▪ Orono Park Shelter 1 & 2	Resident: \$40 <u>\$55</u> /Day Non-Resident: \$60 <u>\$75</u> /Day
▪ Orono Park Shelter 3	Resident: \$75 <u>\$90</u> /Day Non-Resident: \$105 <u>\$120</u> /Day
▪ Orono Park Pavilion	Resident: \$65 <u>\$80</u> /2 hour minimum Additional hour: \$45 <u>\$20</u>
	Non-Resident: \$95 <u>\$115</u> / 2 hour minimum Additional hour: \$20 <u>\$25</u>
▪ Rivers Edge Commons	\$150/2 hour minimum \$50 each additional hour: 6 hours maximum Damage Deposit: \$250
▪ Trott Brook Barn	Resident: \$35 <u>\$50</u> /2 hour minimum, Monday – Thursday \$45 <u>\$20</u> /additional hour, Monday - Thursday \$45 <u>\$60</u> /2 hour minimum, Friday - Sunday \$15 <u>\$20</u> /additional hour, Friday - Sunday
	Non-Resident: \$55 <u>\$70</u> /2 hour minimum, Monday - Thursday \$20 <u>\$25</u> /additional hour, Monday – Thursday \$65 <u>\$80</u> /2 hour minimum, Friday – Sunday \$20 <u>\$25</u> /additional hour, Friday - Sunday

Damage Deposit: \$100
Late Fee Key Return: \$25

- Woodland Trails Regional Park Pavilion

Resident:
~~\$45~~~~\$55~~/2 hour minimum
Additional hour: ~~\$10~~~~\$15~~

Non-Resident:
~~\$65~~~~\$75~~/2 hour minimum
Additional hour: ~~\$20~~~~\$25~~

Damage Deposit: \$100

Senior Activity Center Membership

- Annual Rate
- Discounted Rate (for Elk River Residents)

Individual: ~~\$45~~~~\$47~~
Dual: ~~\$60~~~~\$62~~
Individual: ~~\$30~~~~\$31~~
Dual: ~~\$45~~~~\$46~~

FIRE

FIRE SPRINKLER INSPECTION FEE

- Industrial, Commercial, Multifamily Residential, Single-family, and Additions

State permit fee, 1997 UBC Table 1A,
(valuation based on material and labor)

OPEN BURNING

- Burning Permit

\$10 annually

FALSE FIRE ALARMS

- Alarm 1-3
- Alarm 4
- Alarm 5 or More

No charge
\$350
Fee increases \$50 per alarm (*ex: alarm 5=\$400, alarm 6=\$450*)

~~FIRE EXTINGUISHER DROPOFF/RECHARGE SERVICE~~

~~\$5 handling fee, plus actual vendor cost to recharge depending on type of extinguisher~~

FIRE WATCH

\$50 an hour per person
If vehicle or apparatus is needed, cost will be billed per FEMA reimbursable rates plus 15% administrative fee

FIREWORKS

- Public Display for Pyrotechnics
- Sales/Storage-Retail
- Sales/Storage-Temporary (*general planning permit also required*)

\$50 per day
\$100/year
\$100/year

KEY LOCK BOX

per vendor pricing

RENTAL DWELLING LICENSE

- Single Family ~~\$100~~\$150 new
\$100 per dwelling annual renewal
- Multi-Unit ~~\$100~~\$150 new
\$100 + \$10 per unit
- Re-inspection Fee \$100
- Re-instatement Fee \$1,500

FIRE STATION 3 ROOM RENTAL

Resident
\$35/2 hour minimum
Additional hour: \$15

Non-resident
\$55/2 hour minimum
Additional hour: \$20

Damage Deposit: \$100

POLICE

ACCIDENT REPORT (*state motor vehicle report*) \$.25 per page

AUDIO/VIDEO REPRODUCTION

- Dubbing Police Audio Tapes \$25/tape
- Dubbing Police Video Tapes \$35/tape
- CD \$13
- Jump Drive \$13

ANIMALS

- Dangerous & Potentially Dangerous Dogs
 - Dangerous Dog License \$50/yearly
 - Potentially Dangerous Dog License \$50/yearly
 - Dangerous/Potentially Dangerous Dog Late Fees on Renewal \$15
 - Hearing Fee (*initial non-refundable fee to appeal declaration*) \$100
 - Escrow for Hearing (*Dog owner is responsible for hearing costs if they lose the appeal. Excess funds will be reimbursed*) \$600
- Impound Fee (*12-month period on a rolling basis*)
 - 1st Offense \$50
 - 2nd Offense \$75
 - 3rd Offense \$150

BACKGROUND (*letter of good conduct*) \$10

FINGER PRINTS \$10

IMPOUNDED VEHICLES (*at public works garage or police department*) \$15/Day

LOCKOUT FEE \$20

POLICE RESERVE SERVICE	\$40/hour
OFF DUTY OFFICER SERVICE	\$135/hour
SECURITY ALARMS	
▪ Permit	\$20
▪ False Alarms	Alarm 1-2 – No charge Alarm 3-5 - \$50 Alarm 6-7 - \$100 Alarm 8-9 - \$250 10 & Over - \$500 Failure to obtain alarm permit - \$100 Other civil alarm violations - \$100

CODE ENFORCEMENT VIOLATIONS

A late payment fee of 10% of the fine will be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.

ANIMALS

▪ Exceeding Maximum Number Allowed	\$100
▪ Feces Clean-up	\$100

MISCELLANEOUS

▪ Exterior Storage	\$200
▪ Firewood	\$200
▪ Garbage & Refuse	\$55
▪ Snow & Ice Removal	\$55

VEHICLES

▪ Commercial/Overweight Vehicle Parked in Residential Zone	\$50
▪ Junk Vehicles	\$200
▪ Overweight Vehicles	\$200
▪ Parking Codes	\$55
▪ Parking on Unapproved Surfaces	\$200
▪ Vehicles Displayed “For Sale” on Public Street	\$50

ZONING

▪ Accessory Structure	\$200
▪ Dwelling Unit Occupied by More Than One Family	\$500
▪ Fencing Setback & Maintenance	\$200
▪ Home Occupation	\$200
▪ Home Occupation, Prohibited	\$250
▪ Long Grass	\$200
▪ Nuisance, Junk & Debris Violation	\$200
▪ Property Maintenance	\$200

▪ Sign Ordinance Violation	\$200
▪ Swimming Pool Violation, Critical	\$500
▪ Swimming Pool Violation, Non-Critical	\$200
▪ Zoning Code Violation, Other Than Noted Above	\$200

EXHIBIT B Police Fines

**An additional surcharge may be added to the fine by the State of Minnesota.*

County	Jurisdiction	Ordinance and Rule Number	Ordinance and Rule Description	Degree	Payable Indicator	Base Fine Amount	Offense Code	Certify to DPS Indicator	Category
Sherburne	Elk River	6.132	Misrepresentation of Age — Purchase Alcohol	Misdemeanor	Yes	100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.133	Sale/Underage Alcohol	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.134	Underage Person in Liquor Establishment	Misdemeanor	Yes	100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.136	Minor Consumption	Misdemeanor	Yes	100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.137	Minor Possession	Misdemeanor	Yes	100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	6.138	Social Host	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.91	Hinder/Prevent Inspection Liq. Establishment	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.95	Consuming Alc. In Liq. Establishment After Hours	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	6.96	Removal of Alc. Containers After Hours	Misdemeanor	No		ALCOHOL	No	Ordinance
Sherburne	Elk River	10.5.a.3	Animals at Large	Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.3	Dangerous/Non-traditional/Exotic Animal	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	10.4	Agricultural Animals Prohibited	Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	Repealed	Animal Nuisance	Petty Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.5.a.1	Noisy Animals	Petty Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.5.a.2	Feces Removal	Petty Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.5.a.3	Dog/Cat at Large	Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	10.33.a	Unattended in Motor Vehicle	Petty Misdemeanor	Yes	25.00	Animal	No	Ordinance
Sherburne	Elk River	10.31.c	Kennel Permit	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	10.35	Fail to register potentially dangerous dog	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	10.35	Fail to restrain potentially dangerous dog	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	22.77.a	Multi-Family Residence — Balcony Fires	Misdemeanor	Yes	50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.78.b	Parking in Fire Lane	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	22.104.1	Fire Site Require	Misdemeanor	Yes	100.00	FIRE	No	Ordinance
Sherburne	Elk River	22.104.2	Unattended Fire	Misdemeanor	Yes	50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.105	Prohibited Material	Misdemeanor	Yes	100.00	FIRE	No	Ordinance
Sherburne	Elk River	22.106	Burning Ban	Misdemeanor	Yes	50.00	FIRE	No	Ordinance

EXHIBIT B Police Fines

**An additional surcharge may be added to the fine by the State of Minnesota.*

Sherburne	Elk River	22.131	Burn w/o Permit	Misdemeanor	Yes	50.00	FIRE	No	Ordinance
Sherburne	Elk River	22.232.a	Fireworks — Use at Parade/Public Assembly	Misdemeanor	No		FIRE	No	Ordinance
Sherburne	Elk River	22.232.b	Fireworks — Throwing at People, Animals, Vehicles	Misdemeanor	No		FIRE	No	Ordinance
Sherburne	Elk River	22.234	Fireworks — Permit Required	Misdemeanor	No		FIRE	No	Ordinance
Sherburne	Elk River	26.37.a	Sale Tobacco Minor	Misdemeanor	No		TOBACCO	No	Ordinance
Sherburne	Elk River	26.37.b	Illegal Procurement Tobacco for Minor	Misdemeanor	No		TOBACCO	No	Ordinance
Sherburne	Elk River	26.37.c	Use False ID	Misdemeanor	No		TOBACCO	No	Ordinance
Sherburne	Elk River	30.124.d.8	Unlicensed and/or inoperable vehicles are prohibited at the premises	Misdemeanor	Yes	100.00	ZONING	No	Ordinance
Sherburne	Elk River	30.124.e	Lawn/Landscape Maintenance	Petty Misdemeanor	Yes	50	ZONING		Ordinance
Sherburne	Elk River	30.796.e	Fence Location and Construction Standards	Misdemeanor	No		ZONING		Ordinance
Sherburne	Elk River	30.796.e.4	Above Ground Pool Access	Misdemeanor	No		ZONING	No	Ordinance
Sherburne	Elk River	30.801.6	Prohibited Home Occupation	Misdemeanor	No		ZONING		Ordinance
Sherburne	Elk River	30.801.c	Home Occupation Standards	Misdemeanor	No		ZONING		Ordinance
Sherburne	Elk River	30.803.d.1	Keeping of Chickens – Number & Type	Petty Misdemeanor	Yes	50.00	ANIMAL	No	Ordinance
Sherburne	Elk River	30.803.e.4	Animal Agricultural Unfenced	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	30.803.g	Dangerous Animals	Misdemeanor	No		ANIMAL	No	Ordinance
Sherburne	Elk River	30.859	Sign Ordinance Standards	Petty Misdemeanor	Yes	50.00	ZONING		Ordinance
Sherburne	Elk River	30.934.a.1	Landscape Required	Misdemeanor	Yes	200.00	ZONING	No	Ordinance
Sherburne	Elk River	30.934.a.2	Neat and Clean Landscape	Petty Misdemeanor	Yes	100.00	ZONING	No	Ordinance
Sherburne	Elk River	30.934.a.3	Parking on Landscaped Areas	Petty Misdemeanor	Yes	25.00	PARKING	No	Ordinance
Sherburne	Elk River	30.1024	III. Bus. Operation — C-3 Hwy Comm. Dist.	Misdemeanor	No		PROPERTY	No	Ordinance
Sherburne	Elk River	38.411	Transient License	Petty Misdemeanor	Yes	50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.a.2	Transient Merchant Near Intersection	Petty Misdemeanor	Yes	50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.a.4	Transient Merchant on Public Property	Petty Misdemeanor	Yes	50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.a.5	Transient Merchant - Private Property — Permission Req.	Petty Misdemeanor	Yes	50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.b.1	Solicitors License to be Carried/Displayed	Petty Misdemeanor	Yes	50.00	OFFCON	No	Ordinance
Sherburne	Elk River	38.414.b.2	Solicitors Times Allowed 1200-1800	Petty Misdemeanor	Yes	50.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.31.1	Public Nuisance — Maintain/Permit Condition	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	46.31.2	Public Nuisance — Interfere, Obstruct, Render Dangerous	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	Repealed	Public Nuisance Affecting Health	Petty Misdemeanor	Yes	200.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.1	Public Nuisance – Stagnant Water	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.2	Public Nuisance – Unwholesome Food Sales	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.3	Public Nuisance – Insufficient Trash Receptacles	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.4	Public Nuisance – Effluent Discharge	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance

EXHIBIT B

Police Fines

Sherburne	Elk River	46.32.a.5	Public Nuisance – Accumulation of Rubbish/Debris	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.6	Public Nuisance – Water Pollution	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.32.a.7	Public Nuisance – Noxious Weeds/Vegetation	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.31.a.8	Public Nuisance – Noxious Smoke/Fumes/Gas	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.33	Public Nuisance Affecting Decency	Petty Misdemeanor	Yes	100.00	OFFCON	No	Ordinance
Sherburne	Elk River	46.34.a.2	Junked Cars	Misdemeanor	Yes	100.00	ABANDMV	No	Ordinance
Sherburne	Elk River	46.34.a.4	Depositing of Garbage & Trash	Petty Misdemeanor	Yes	100.00	GARBAGE	No	Ordinance
Sherburne	Elk River	46.34.a.5	Outside Storage of Construction Materials in Excess of 1% of Total Area	Misdemeanor	Yes	100.00	GARBAGE	No	Ordinance
Sherburne	Elk River	46.34.a.6.a	Parking of Commercial Vehicles Over 7,000 Pounds – Public Property	Petty Misdemeanor	Yes	50.00	PARKING	No	Ordinance
Sherburne	Elk River	46.34.a.6.b	Parking of Commercial Vehicles Over 7,000 Pounds – Private Property	Petty Misdemeanor	Yes	50.00	PARKING	No	Ordinance
Sherburne	Elk River	46.34.a.7	Prolonged Idling of Truck Tractor	Petty Misdemeanor	Yes	50.00	NOISE	No	Ordinance
Sherburne	Elk River	46.36	Excessive Noise	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.1	Noise/Horn	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance

EXHIBIT B Police Fines

**An additional surcharge may be added to the fine by the State of Minnesota.*

Sherburne	Elk River	46.37.2	Music	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.4	Human Noise	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.5	Noise Animals	Petty Misdemeanor	Yes	50.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.6	Vehicle Exhaust	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.7	Noise/Construction	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.37.9	Loud Party	Petty Misdemeanor	Yes	100.00	NOISE	No	Ordinance
Sherburne	Elk River	46.82.a	Graffiti	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.31.d.1	Trespass/Refuse to Leave	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.31.d.2	Trespass Private Property	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.31.d.3	Trespass on Private Property Posted	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.61.b.3	Curfew Violation — Parent Responsible	Misdemeanor	No		CURFEW	No	Ordinance
Sherburne	Elk River	50.62.1	Expose Privates	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.2	Entice Another to Expose Privates	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.3	Obscene Acts	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.62.4	Entice Obscene Acts	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.63	Targeted Picketing Prohibited	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	50.113	Discharge Weapon	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.114	Dangerous Weapon	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.115	Sell/Furnish Dangerous Weapon to Minor	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.117.b	Hunt Prohibited Area	Misdemeanor	No		WEAPON	No	Ordinance
Sherburne	Elk River	50.119.a.1	WHHCA — Hunting Shall Follow DNR Regs.	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.2	WHHCA — No Hunting After Park Hrs.	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.3	WHHCA — Firearms Prohibited	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.4	WHHCA — Trapping Prohibited	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.5	WHHCA — Archery Hunting Restrictions	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.119.a.6	WHHCA — Migratory Waterfowl Hunting Violation	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.120.a	GNT — Hunting Without Prior Approval	Misdemeanor	No			No	Ordinance
Sherburne	Elk River	50.120.d	GNT — Closed Trail Trespassing	Petty Misdemeanor	Yes	50.00		No	Ordinance
Sherburne	Elk River	50.209	Administrative Subpoenas	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.1	Failure to Pay Admin. Fine or Request Hrg.	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.2	Failure to Appear at Scheduled Admin. Hrg.	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.3	Failure to Pay Admin. Fine — Hrg. Board	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	50.217.4	Failure to Pay Admin. Fine — City Council	Misdemeanor	No		NONMOVE	No	Ordinance
Sherburne	Elk River	54.31	Closed Parks	Petty Misdemeanor	Yes	50.00	PARK	No	Ordinance

EXHIBIT B Police Fines

**An additional surcharge may be added to the fine by the State of Minnesota.*

Sherburne	Elk River	54.32	Consume on Public Beach	Misdemeanor	Yes	100.00	ALCOHOL	No	Ordinance
Sherburne	Elk River	54.33	Disturb Peace	Misdemeanor	No		OFFCON	No	Ordinance
Sherburne	Elk River	58.32.a	Littering	Petty Misdemeanor	Yes	50.00	GARBAGE	No	Ordinance
Sherburne	Elk River	58.33	Solid Waste Accumulation	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.35	Burying Refuse	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.36	Storage and Disposal of Refuse	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.37	Refuse Containers	Misdemeanor	No		GARBAGE	No	Ordinance
<u>Sherburne</u>	<u>Elk River</u>	<u>58-39</u>	<u>Solid Waste/Compost Facility</u>	<u>Misdemeanor</u>	<u>Yes</u>	<u>\$100</u>	<u>GARBAGE</u>		<u>Ordinance</u>
Sherburne	Elk River	58.62.a	License Required Waste Haulers	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.64	Refuse Collection Allowed 0600-1900	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.100.a	Burning of Solid Waste	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.100.c	Dangerous Waste	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	58.100.d	Hazardous Waste	Misdemeanor	No		GARBAGE	No	Ordinance
Sherburne	Elk River	74.61	Exhibition Driving	Petty Misdemeanor	Yes	50.00	TRAFFIC	Yes	Ordinance
Sherburne	Elk River	74.95.a	Angle Parking	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.95.a	Angle Parking-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.96.a	Overtime Parking	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.96.a	Overtime Parking - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.97.a	Nighttime No Parking Zone	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.97.a	Nighttime No Parking Zone-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.98.b	Parking Vehicle for Sale on City Property	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.98.b	Parking Vehicle for Sale on City Property-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.99.b	Employee Parking – City Lots	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.99.b	Employee Parking – City Lots - Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.100.b	Fire Lane Signage	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.100.b	Fire Lane Signage-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.101.a	Parking on City Street over 24 Hrs.	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.101.a	Parking on City Street over 24 Hrs.-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.a	Snow Removal Parking-City Streets	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.a	Snow Removal Parking-City Streets-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.b	Snow Removal Parking—King Ave. Lot	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.102.b	Snow Removal Parking—King Ave. Lot-Fine Unpaid/Subsequent Violation	Petty Misdemeanor	Yes	40.00	PARKING	No	Ordinance
Sherburne	Elk River	74.123	Parking in Truck Zones	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance

EXHIBIT B

Police Fines

Sherburne	Elk River	74.124	Parking in Loading Zones	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.125	Semitrailer Parking	Petty Misdemeanor	Yes	20.00	PARKING	No	Ordinance
Sherburne	Elk River	74.154	Snowmobile w/in City Limits	Petty Misdemeanor	Yes	50.00	REC	No	Ordinance
Sherburne	Elk River	74.155	Snowmobile Requirements	Petty Misdemeanor	Yes	50.00	REC	No	Ordinance
Sherburne	Elk River	74.156	Unattended Snowmobile	Petty Misdemeanor	Yes	50.00	REC	No	Ordinance
Sherburne	Elk River	74.157.1	Operation ATVs Within City Limits — No ATV Zone	Petty Misdemeanor	Yes	50.00	REC	No	Ordinance
Sherburne	Elk River	74.157.2	Operation ATVs Within City Limits —ATV Zone	Petty Misdemeanor	Yes	50.00	REC	No	Ordinance
Sherburne	Elk River	74.182	Rec. Veh. Trespass	Misdemeanor	No		REC	No	Ordinance
Sherburne	Elk River	78.51	Water Use Restriction — Second Violation	Petty Misdemeanor	Yes	50.00	ZONING	No	Ordinance
Sherburne	Elk River	78.51	Water Use Restriction —Third or More Violation	Petty Misdemeanor	Yes	100.00	ZONING	No	Ordinance
Sherburne	Elk River	78.341	Meter Tampering	Misdemeanor	No		HOUSING	No	Ordinance

2025 Utilities Fee Schedule

ELECTRIC	
New Residential Electric Connection - Developer - Lot with ERMU water service	\$975.00
New Residential Electric Connection - Developer - Lot without ERMU water service	\$1,475.00
New Electric Connection	\$875.00
New Wire Footages over 200' (per foot)	\$5.00
New Service Frost Trenching (per foot)	\$6.00
New Commercial & Industrial Electric Connection	50%
Service Upgrades or Additions for Existing Customers	100%
Minimum Temporary Electric Service Fee - Existing Transformer	\$220.00
Minimum Temporary Electric Service Fee - Without Existing Transformer	\$850.00
Grid Access Fee	\$5.56
Street Light - 30' Decorative Pole with 6' Arm and Cobra Fixture	\$3,400.00
Street Light - 23' Decorative Pole with Cobra Fixture	\$2,400.00
Street Light - 14' Decorative Pole with Cobra Fixture	\$5,500.00
Street Light - 14' Decorative Pole with Acorn Fixture	\$7,500.00
Security Light - Wood Pole with Fixture	\$975.00
Security Light - Existing Pole	\$350.00
Pole Attachment Fee (per pole)	\$15.00
Meter Installation Fee (per individually metered apartment unit)	\$25.00
WATER	
Water Access Charge = Water Connection Charge + Water Availability Charge	\$3,990.00
Water Connection Charge (Per Plumbing Unit) - Builder	\$3,600.00
Water Availability Charge (Per Plumbing Unit) - Developer	\$390.00
Abandoned Water Service (minimum)	\$6,000.00
Backflow Preventer Device Non-Compliance (per month)	\$100.00
Deposit for 3/4" Hydrant Meter	\$175.00
Deposit for 2 1/2" Hydrant Meter	\$1,500.00
Hydrant Water Sales - Rental (per week)	\$50.00
Hydrant Water Sales - Units (per 1000 gallons)	\$4.20
Hydrant Wrench	\$40.00
Private Hydrant Maintenance Program Monthly Fee	\$5.00
ADMINISTRATIVE	
Administrative Fee for Continued Submission of Checks After No-Check Notice Given	\$20.00
Administrative Fee for Continued Submission of Payment After Account Closed	\$20.00
Billable Cost of Materials Markup	15%
Billable Labor Markup	58%
Billable Vehicle / Equipment (per employee per hour)	\$50.00
Commerical Application Fee	\$20.00
Electric Service Disconnect/Trip Fee - Meter Technician	\$50.00
Electric Service Disconnect/Trip Fee - Line Crew	\$150.00
Water Service Disconnect/Trip Fee - Water Operator	\$100.00
Manual Meteing Reading Fee (per month)	\$50.00
Additional Manual Metering Reading Fee (per month)	\$10.00
Meter Tampering Fee	\$250.00
Meter Testing Fee	\$50.00
NSF Fee	\$30.00
Penalty Amount	10%
Photocopies (per page)	\$0.25
Red Tag Handling Fee	\$20.00

Adopted by the Utilities Commission on November 12, 2024, under authority per Minnesota Statute 412.361.

Federal, state, and local taxes may apply.



Resolution 24-80

A Resolution of the City of Elk River Approving Notice of Summary Publication of Ordinance #24-26 an Ordinance Adopting the 2025 Master Fee Schedule

WHEREAS, on December 16, 2024 the Elk River City Council adopted Ordinance 24-26 approving the 2025 Master Fee Schedule; and

WHEREAS, the enactment of this ordinance establishes fees and charges required by the City Code and to comply with Minnesota Statutes 462.353, sub.4; and

WHEREAS, the 2025 Master Fee Schedule lists fees and charges for Administrative, Financial, Environmental, Planning, Development, Building, Parks and Recreation, Fire, Police, and Elk River Municipal Utility services along with code enforcement violations; and

WHEREAS, a copy of the full text of the ordinance is available for inspection by any person at the Office of the City Clerk, City of Elk River, 13065 Orono Parkway, during regular business hours – 8:00 a.m. to 4:30 p.m., Monday through Friday; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: by at least four-fifths vote, authorizes the publication of the title and summary of Ordinance 24-26 and that Ordinance 24-26 shall become effective January 1, 2025.

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

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

Passed and adopted this 16th day of December 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
8.1

Meeting Date
December 16, 2024

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

Item Description
FT Center 2025 Budget

Reviewed by
Katie Harstad
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the 2025 FT Center budget as recommended by the MFAC.

Background/Discussion

At the December 9, 2024, MFAC Regular Meeting, staff presented the 2025 FT Center budget with a \$1,900 surplus. The Commission reviewed each budget category for the FT Center as well as goals and performance metrics, with an emphasis on communication.

Factors for 2025 changes include:

- 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.
- Federal ARPA funds will be designated as revenue replacement to meet federal reporting requirements. The Council-approved resolution requires the funds only to be used to fund hard surface improvement, including concrete flooring, sports court, and turf alterations, to enable the turf to be rolled and replaced seasonally for peak utilization periods. This is scheduled for the Fall of 2025. Staff will prepare a construction proposal for the commission to review during their scheduled February meeting.

Financial Impact

Creating a balanced budget will allow the FT Center to continue to serve the community.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. FT Center Commission Staff Report (December 9, 2024) (6)

The Elk River Vision

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



2. _Performance Measures and Goals
3. Multipurpose Facility
4. Hockey Program
5. Skating Program
6. Concessions
7. FT Center Special Revenue Fund Summary



Memorandum

Item: 6.2

To: Multipurpose Facility Advisory Commission

From: Community Event Center Manager Katie Harstad

Date: December 9, 2024

Subject: Multipurpose Facility Advisory Commission Staff Report

This report is a monthly highlight of department activities related to recent collaborations, strategic planning, staff changes/developments, and operations.

Staffing Changes

- Concession Worker
 - Ellayna Lynch (External Hire)

Toast – New Point of Sale

On November 1, a new point of sale system was installed called Toast. Previously concessions were using Cloud Retailer (what the liquor stores use), and Civic Rec was being used at the front desk. By transitioning to Toast we gained functions and took a step in a larger plan to transition software programs to reduce expenditures, streamline operations, and provide additional services needed to grow.

Leased Spaces and Elk River Youth Hockey Spaces

At the November 4 City Council Work Session, the leased space rental for storage spaces was set a \$12.00 per square foot per year. All user groups will be set at equal rental rates upon conclusion of contracted terms.

ERYHA Scheduling

Staff reached out to ERYHA President, Ryan Eason, and Scheduler, Jess Milless, to discuss a new plan for scheduling going forward. In the past, because of the budgeting within their contract agreement, the facility was reserving all hours within their parameters which resulted in ERYHA giving back hours at any time without penalty. For the month of October, ERYHA gave back 92 hours of ice. Staff and board members worked together to find a new solution by better planning actual usage based on prior years instead of over-reserving and returning. ERYHA affirmed they'll work with staff around the hours needed for the community for open skate and the Minnesota Hockey Tier 1 League in the fall while still meeting their ice utilization needs.

The Overlook Grand Opening and Pull Tabs

The grand opening of The Overlook occurred on Wednesday, November 13. The room was quite full all evening. In the month of November, The Overlook totaled \$9,647 in sales. The Chamber of Commerce attended and facilitated a ribbon cutting. Jim Boyle from the Star News attended and came in for a follow up interview. ERYHA will pursue a city license to provide pull tabs in a similar manner as Topsy Chicken behind the bar with the FT Center collecting a percentage of revenue.

ISD 728 Events with The Overlook

A meeting was held with ISD #728 staff including Superintendent Almos, Asst. Supt. Rock, Athletic Director Cunningham, and ERHS Principal Zeman regarding the operation of the FT Center Lounge during ERHS hockey games. The district representatives have grave concerns for having the lounge open during games. Staff explained security parameters, our responsibility as state license holders, and access limitations. We will not broadcast games with gate fees in the lounge area and will not be open on the days in which ERHS has paid admission games on both rinks, as that would block access to the lounge through ticketed areas.

Concessions Growth

With all concessions sales being handled in-house and the recently expanded options, we are experiencing a significant increase in sales. We are now exploring options to expand into offering food and beverages to our on-site events, and away hockey games through team bulk orders.

Month	2023	2024			Difference
	Concessions	Concessions	Lounge	Combined	
September	\$ 3,824.11	\$ 21,391.21	\$ 4,687.96	\$ 26,079.17	\$22,255.06
October	\$ 11,871.07	\$ 28,590.26	\$ 5,047.80	\$ 33,638.06	\$21,766.99
November	\$ 24,421.15	\$ 40,821.43	\$ 11,983.59	\$ 52,805.02	\$28,383.87
Total	\$ 40,116.33	\$ 90,802.90	\$ 21,719.35	\$112,522.25	\$72,405.92

Senior Programing

As of 12-3-24 Natalie, Senior Activity Center Coordinator, has sold over 100 memberships for 2025 so far. 2024 Memberships reached 570. Senior Center Open House and Member Drive will take place on 12-10-24 from 9:00 am to 12:00 pm. Callie Draper started working on 12-2-24 as the new Senior Activity Center Assistant.

Holiday Makers Market

We hosted our Holiday Markers Market on Saturday November 30. We had 108 booths sold in 2024 compared to 100 booths in 2023. Staff created a QR code for vendors to order food from concessions which would be delivered to their booth that resulted in an additional 15% of revenue for the day. The Elk River Fire Department's Fill a Truck joined our event this year. The Spring Makers Market is scheduled for May 3, 2025.

Art Installation

The public art piece was completed and installed on November 25. The reveal ceremony went very smoothly and there were about 25 people in attendance. Please make sure to look in the lower-level lobby on the way to the vending machines, restrooms, and elevator.

Bernick's Pepsi Upgrade

The FT Center has an existing relationship with Bernick's Pepsi, but in October consolidated to just one representative for both vending and concessions needs. This allowed the install of a complimentary soda gun and ice well for the lounge. This soda gun flows from the same product supply boxes as the fountain machine and boosts sales opportunities without needing to have additional product on hand.

Social Indoor Advertising

Social Indoor is a marketing company that owns the video advertising board in concessions and all posters in the bathrooms at the FT Center. The previous agreement with Social Indoor was not in the best interest of the city and staff sought to renegotiate the terms. Social Indoor will drop the FT Center's external advertising and further pay \$2,000 per year to keep their posters and video displays at the FT Center.

Utilities & Energy Consumption

Maintenance Supervisor Tony Seibert has been researching ways for the facility to lower energy use and therefore, utility expenses. Year to date we are at \$271,340 of our \$479,000 budget, with two larger months left. He did this by adjusting HVAC schedules, adjusting ice compressor schedules and ice temperature timings, moved from using four water heaters to one, and adjusted the depth of ice on each rink.

DECA Winter Retail

DECA is a national non-profit organization that prepares students for careers in marketing, finance, hospitality, and management. Staff are negotiating a lease with Elk River DECA to have high school students operate a small retail space inside the FT Center.

Rinks & Links Summer Daycare

Three different daycare organizations reached out about operating at the FT Center in the Summer of 2025. Staff vetted each opportunity, and a 12-week summer daycare program called Rinks and Links was selected based on their purchase volume and initial deposit. Their camp focuses on giving kids hockey and golf practice during the day. The owners are Sam & Amanda Tukey. Their roughly \$70,000 rental includes 10.5 hours of full turf use five days a week and two hours of ice three days a week.

FT Center Live

Staff launched a streaming platform to create an additional revenue stream. FT Center Live is a revenue sharing service provided by Rivur Live. The city receives half of all game views purchased. Permission was obtained from the district to stream their high school games for the 2024-2025 season, but it will be reevaluated for next season.

Dry Ice 2025

Without a current alternative option for our largest events, staff has made the carefully thought-out decision to remove the ice from the Cornerstone Arena in 2025. The ice removal will begin on Monday, August 11, and take 2 days. Dry floor will be ready for the Taste of Elk River on Wednesday, August 13, and a dog show on Friday and Saturday, August 15-16. Ice will be rebuilt-up and painted from Sunday, August 17 through Thursday, August 21.

Elk Riverfest

The city will discontinue Sips on Main and pivot with a revamped event during Elk River Fest at Orono Park. The FT Center has been selected to provide off-site food & beverage service for the event.

Performance Measures & Goals for 2025

Division:	FT Center
Completed by:	Joe Stremcha & Katie Harstad
Date:	December 6, 2024

Performance Measure	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 Estimated	2024 Actual	2025 Projected
Ice Hours:							
Hours Sold	1,104	2,680	3,367	3,606	3,800	3,770	3,900
Total Hours Utilized	2,801	3,761	4,469	4,598	4,600	4,308	4,600
Turf Hours:							
Hours Sold	212	435	832	1,153	1,200	975	1,500
Total Hours Utilized	212	822	1,644	1,707	2,000	1,513	2,000
Meeting Room Hours:							
Hours Sold	0	157	273	366	375	465	475
Total Hours Utilized	153	1,513	2,795	1,904	3,000	2,689	2,750
BRE Visits							18
Concessions Revenue	\$30,297	\$17,927	\$31,932	\$146,257	\$229,000	\$165,292	\$360,000

Division Goal	Goal Objective/Task
Market the facility as a destination	Work with Communications Division to develop and implement marketing that showcases the features of the facility. Develop and attract non-ice events.
Increase room and event rentals	Facilitate Marketing Strategy that will drive customers to rent space and book large events on the FT Center.
Increase facility revenue	Identify specific programs and revenue streams to increase participation and customer base of the facility.
Increase facility programming	Increase current programming participation and revenues. Develop new facility programming opportunities to increase facility usership and promote exposure of the facility amenities to our community and increase revenue.
Capitalize on concessions services	Leverage a liquor and catering licensing to enhance concessions capabilities for optimal revenue potential through the expansion of The Overlook lounge.
Enhance communication with user groups through relationship building, programmatic offerings, and high quality city services	Facilitate outreach to receive feedback on factors impacting facility usage including BRE (Business Retention and Engagement) visits and other interactions.

2025 BUDGET DETAIL

221-5400 - Multipurpose Facility

Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET	Comments:
REVENUES:								
Ice Rental	314,493	638,434	654,744	807,498	893,500	532,908	861,000	
Admissions	4,299	35,099	24,822	44,448	45,000	24,106	6,000	
Dry Floor Events	-	6,810	6,355	(7,906)	7,000	1,250	-	
Skate Sharpening	419	-	395	2,647	2,000	2,836	4,000	
Special Event Admissions	-	-	-	556	-	-	-	
Catering	-	-	-	-	-	2,614	3,000	
Facility Rentals -	8,380	106,497	188,000	173,139	-	211,066	245,400	
Field House	-	-	-	-	156,000	-	-	
Meeting/Party Rooms	-	-	-	-	65,000	-	-	
Elk River Youth Hockey	-	-	-	-	20,100	-	-	
Squatch	-	-	-	-	3,300	-	-	
Advertising Fee	5,387	31,952	51,833	54,738	65,000	32,200	79,550	
Naming Rights/Sponsorship	23,000	130,975	113,000	64,250	113,000	82,667	113,000	** Additional Advertising/Sponsorships
Interest Income	6,183	227	1,799	1,944	2,000	510	500	
Contributions/Refunds & Reimb.	-	2,755	-	51,756	-	2,000	-	
Misc. Revenue	860	3,434	3,568	5,741	4,500	3,538	14,600	
ATM Revenue	-	-	-	-	400	-	500	
Cash Over/Short	-	-	-	-	-	53	-	
Sale of Assets	-	-	1,200	30,000	200	-	-	
Lease Revenue	-	-	37,572	-	-	-	10,000	Offset taxes and utilities (iBackCheck)
Transfers In	3,061	-	655,000	200,000	-	-	-	
TOTAL ICE ARENA REVENUE	366,082	956,183	1,738,288	1,428,811	1,377,000	895,748	1,337,550	
EXPENDITURES:								
PERSONAL SERVICES								
Regular Pay	246,176	395,385	425,318	491,087	567,450	442,202	415,250	
Overtime Pay	1,052	9,288	9,501	7,361	-	4,536	-	
Part Time Pay	75,725	101,917	173,832	233,968	53,000	120,366	187,100	
PERA	23,117	37,347	42,316	50,529	45,800	34,506	45,200	
FICA	19,687	30,563	36,891	44,210	37,850	34,349	37,350	
Medicare	4,621	7,148	8,628	10,339	8,850	8,033	8,750	
Insurance	34,728	62,858	75,099	93,852	102,900	70,125	64,850	updated 11/22/24 based on actual elections
Workers Comp	5,610	14,689	20,392	10,122	9,600	13,980	11,200	
Unemployment Compensation	-	-	1,708	140	-	1,672	-	
TOTAL PERSONAL SERVICES	410,716	659,195	793,685	941,608	825,450	729,769	769,700	
SUPPLIES								
Fuels & Lubes								
Gas/oil	244	11	87	44	250	255	300	
	-	-	-	-	250	-	300	
Uniform Allowance								
Uniforms for staff	-	-	1,007	2,556	1,500	-	1,800	
	-	-	-	-	1,500	-	1,800	
Operating Supplies								
Office supplies	74,333	83,293	58,989	83,288	46,950	65,037	70,000	**Review
Signs/banners	-	-	-	-	2,200	-	70,000	
Rink supplies	-	-	-	-	2,200	-	-	
Cleaning supplies	-	-	-	-	5,500	-	-	
Building supplies	-	-	-	-	20,000	-	-	
Tools	-	-	-	-	5,200	-	-	
Safety supplies	-	-	-	-	250	-	-	
Water treatment for cooling towers	-	-	-	-	900	-	-	
Water Softener Salt	-	-	-	-	3,200	-	-	
Painting supplies	-	-	-	-	2,000	-	-	
Zamboni - repairs, purchases of parts	-	-	-	-	300	-	-	
Landscape maintenance	-	-	-	-	3,500	-	-	
Skate sharpening supplies	-	-	-	-	200	-	-	
AV Equipment- meeting rooms	-	-	-	-	500	-	-	
	-	-	-	-	1,000	-	-	

3629 - Misc. Revenue
 1,200 Claw Machines/Game
 7,000 Pull Tabs
 1,400 LiveBarn
 500 FT Center Live
 4,500 Laces, Tape, Merch.
 14,600 Total

3475 - Facility Rentals
 5,400 Cornerstone Arena
 20,000 Flex Space
 185,000 Full Fieldhouse
 2,000 Party Rooms
 1,000 Senior Activity Center
 2,000 Upper Level Lobby
 30,000 ERYHA Lease
 245,400 Total
 ** Field House remodel Fall 2025
 ** Less \$15,000 for Rogers Fall Rentals
 ** Plus \$50,000 for Rinks and Links Summer Camp

3464 - Ice
 450,000 ERYHA
 80,000 Two Brothers
 90,000 ISD 728
 70,000 Figure Skating
 40,000 Squatch
 45,000 MN Hockey
 11,000 Rinks and Links Summer Camp
 45,000 Other
 831,000 Total

3485 - Naming Rights
 65,000 F&T
 28,500 Cornerstone
 28,500 Cornerstone
 19,500 Kiser Const.
 113,000

3482 - Additional Sponsorship Opportunities
 19,500 Field House
 10,000 Concessions - Café
 28,500 Cornerstone
 10,000 Senior Center
 39,500

2025 Estimated Amounts	
Supporting Partners - \$2,500 list price	FT Center Alloc
Sun Mechanical	1,875
Collins Brothers Towing	1,875
Park Dental	1,875
JL Architects	1,875
Home Comfort Heating & Air Conditioning	1,875
AB Welding	1,875
Rotz Excavating	1,500
Premium Partners - \$5,000 list price	
Power Within Chiropractor	3,750
Elk River Liquor	3,750
Dasher Boards - \$1,200 list price	
Metro Tent Rental	1,200
Rockwoods	1,200
State Farm	1,200
Papa Johns	1,200
Deanos	1,200
Greenscape	1,200
World Class Auto Body	1,200
Elk River Family Dentistry	1,200
Elk River Youth Hockey Association	6,000
iBackCheck	1,200
5 Other	6,000
Zamboni Wrap	
Rotz Excavating	4,500
1 Other	4,500

221-5400 - Multipurpose Facility

Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET
Other Merchandise For Resale	451	138	-	1,069	1,200	1,002	1,800
Tape, laces, mouthguards, socks, caps, etc.					1,200		1,800
TOTAL SUPPLIES	75,028	83,442	60,083	86,957	49,900	66,294	73,900
SERVICES & CHARGES							
Other Professional Services	8,174	28,006	7,846	81	-	-	-
Interior Design/Branding Consult							-
Telephone	2,722	4,427	4,829	4,815	5,100	3,734	4,200
Cell phone (2 @ \$25/mo)					1,500		600
Phone lines (\$300/mo. = \$3,600)					3,600		3,600
Postage	-	67	11	2	50	34	50
Postage					50		50
Conferences/Schools	822	403	55	165	1,000	30	2,500
Minnesota Ice Arena Managers Conference							1,000
Other training (LMC, Finance, Classes)					-		500
Management/Training					1,000		1,000
Marketing	-	34,661	-	10,664	4,000	3,608	5,000
Building sponsorship signage					1,000		2,000
Building & event marketing					3,000		3,000
Publishing	128	3,822	3,739	2,765	1,400	674	3,000
Printed marketing materials					1,200		3,000
Employment ads					200		
Insurance	7,856	9,784	22,334	26,272	29,500	29,176	30,850
Property insurance					29,500		30,700
Auto insurance					-		150
Utilities	225,442	301,064	456,054	419,509	479,000	271,341	384,000
Natural gas					145,000		70,000
Garbage					4,000		8,000
Electric, water, sewer					330,000		306,000
Building/Equipment Repair & Maint.	23,429	39,657	82,359	73,912	28,500	43,672	60,000
Security monitoring / Repairs					2,000		60,000
Sprinkler inspections					2,000		
Mechanical repairs & inspections					12,000		
Building repairs					10,000		
Zamboni - repairs, sharpen blades, etc.					2,500		
Zamboni battery replacement (2026)					-		
Elevator maintenance							
Pest Control							
Contractual Services	2,362	7,582	7,820	21,690	21,800	14,655	19,350
Ice program maintenance					3,000		8,500
Plowing contract					2,000		-
Software service agreement/hosting					4,500		4,100
Finnly Ice Program Management					3,300		3,300
Civic Rec Contract					9,000		3,450
Equipment rental	7,008	7,884	38,178	694	800	4,426	-
Miscellaneous					800		
Dues/Subscriptions	460	705	710	1,060	1,000	668	350
MIAMA					300		350
MRPA memberships					700		

Comments:
Other Sponsorships (signed prior to sponsorships)

Metal Craft	3,750
First Bank of Elk River	3,750
Bank of Elk River	4,500

 Total 59,550

*phone / internet / tv

2024 YTD
Utilities

35,000	Natural gas
4,029	Garbage
153,045	Electric, water, sewer
192,074	Total

**Review Breakdown

*10,000 intall cables, cameras, etc.

*Toast (\$343.5/mo \$4,100/yr) - LS 10/8/24

1/2 of CivicRec cost, Recreation is paying for remaining 1/2

*\$10,500 budgeted for 2025 is total

*Copier - this gets moved to Debt Service (4602) at audit as a Journal entry.

221-5400 - Multipurpose Facility

Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET
Taxes & Licenses							
Property Taxes - leased space					-	9,374	10,000
							10,000
Credit Card Fees		2,123	6,008	5,510	7,000	4,436	9,000
TOTAL SERVICES & CHARGES	278,403	440,185	629,943	567,139	579,150	386,028	528,300
CAPITAL OUTLAY							
Buildings & Structures							
Naming Rights Signage Offset	-	39,577	-		113,000	18,587	113,000
					113,000		113,000
Equipment							
AV Equipment- meeting rooms	-	36,753	-	199,844	-	-	-
Zamboni					-	-	-
					-	-	-
TOTAL CAPITAL OUTLAY	-	76,330	-	199,844	113,000	18,587	113,000
DEBT SERVICE							
Copier Leases			7,380	8,051	7,400	-	8,000
TOTAL DEBT SERVICE	-	-	7,380	8,051	7,400	-	8,000
TRANSFER - Capital Reserve (Zamboni loan)		-	-		-	-	20,750
TOTAL MPF EXPENDITURES	764,147	1,259,152	1,491,091	1,803,599	1,574,900	1,200,678	1,513,650
REVENUES OVER/(UNDER) EXPENDITURES	(398,065)	(302,969)	247,197	(374,788)	(197,900)	(304,930)	(176,100)

Comments:
****One time Glass replacement**

2025 BUDGET DETAIL

Dept: 221-5410 - Hockey Program

Acct. No.	Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET	Comments:
3461	REVENUES: Recreation Fees	27,675	58,658	80,990	142,982	230,000	90,600	100,000	Summer 3v3 and Spring/Fall Breakaway p
	TOTAL REVENUES	27,675	58,658	80,990	142,982	230,000	90,600	100,000	
	EXPENDITURES:								
4219	SUPPLIES Operating Supplies	18,853	22,064	31,928	24,055	25,000	29,105	5,000	**Enough onhand to reduce this for 2025
	Jerseys					25,000		5,000	
	TOTAL SUPPLIES	18,853	22,064	31,928	24,055	25,000	29,105	5,000	
4359	SERVICES & CHARGES Publishing	-	-	-	400	200	-	200	
	Face Book Ads					200		200	
	Electronic billboard (Break Away)					-		-	
4409	Contractual Services Referees	2,903	5,997	16,581	51,658	72,000	32,170	22,500	
	Participating arena's fees					22,000		7,500	
						50,000		15,000	
4438	Credit card fees	4,290	5,290	5,899	4,782	5,500	3,447	5,500	
	TOTAL SERVICES & CHARGES	7,193	11,287	22,480	56,840	77,700	35,617	28,200	
	TOTAL EXPENDITURES - HOCKEY	26,046	33,351	54,408	80,895	102,700	64,722	33,200	
	REVENUES OVER/(UNDER) EXPENDITURES	1,629	25,307	26,582	62,087	127,300	25,878	66,800	

2025 BUDGET DETAIL

Dept: 221-5420 - Skating Program

Acct. No.	Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET	Comments:
3461	REVENUES:								
	Recreation Fees	-	25,877	42,531	58,566	60,000	50,617	60,000	
	TOTAL REVENUES	-	25,877	42,531	58,566	60,000	50,617	60,000	
	EXPENDITURES:								
	PERSONAL SERVICES								
4103	Part Time Pay	1,685	6,752	10,733	13,450	14,000	11,344	14,000	
4104	PERA						226		
4105	FICA	104	419	665	840	900	703	850	
4107	Medicare	24	98	156	196	300	164	200	
	TOTAL PERSONAL SERVICES	1,813	7,269	11,554	14,486	15,200	12,437	15,050	
	SUPPLIES								
4219	Operating Supplies	603	3,333	4,451	5,074	3,800	2,176	750	
	Uniforms for instructors					500		750	
	US Figure Skate supplies / Registrations					3,300		-	
	TOTAL SUPPLIES	603	3,333	4,451	5,074	3,800	2,176	750	
	SERVICES & CHARGES								
4359	Publishing	-	-	-		250	-	-	
	Star News - Advertising for Skating lessons					250			
4409	Contractual Services	399	-	-		-	-	-	
4438	Credit card fees	631	1,566	1,896	1,768	1,700	1,800	1,800	
	TOTAL SERVICES & CHARGES	1,030	1,566	1,896	1,768	1,950	1,800	1,800	
	TOTAL EXPENDITURES - SKATING	3,446	12,168	17,901	21,328	20,950	16,413	17,600	
	REVENUES OVER/(UNDER) EXPENDITURES	(3,446)	13,709	24,630	37,238	39,050	34,204	42,400	

*The US Figure Skating membership will be the participants responsibility in 2025.
 **Certificate of membership will be needed to complete city registration.

2025 BUDGET DETAIL

Dept: **221-5430 - Concessions**

Acct. No.	Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET
	REVENUES:							
3467	Concessions	25,096	5,000	8,165	139,945	217,000	145,498	235,000
3622	Vending Machines	5,201	12,927	23,767	6,312	12,000	5,016	7,000
3792	Cash Over/Short						486	
3781	Liquor						-	10,000
3782	Beer						11,292	70,000
3783	Wine						-	6,000
3785	Non-Tax						-	12,000
3470	Catering						3,000	20,000
	TOTAL REVENUES	30,297	17,927	31,932	146,257	229,000	165,292	360,000
	EXPENDITURES:							
	PERSONAL SERVICES							
4103	Full Time Pay	-	-	-	-	-	18,543	74,150
4103	Part Time Pay	13,860	-	2,332	42,655	55,000	39,716	50,000
4104	PERA	-	-	-	23	-	1,646	9,100
4105	FICA	859	-	145	2,659	4,000	3,673	7,500
4107	Medicare	201	-	34	622	1,000	859	1,750
4108	Insurance						914	3,650
4109	Workers Comp						-	-
	TOTAL PERSONAL SERVICES	14,920	-	2,511	45,959	60,000	65,351	146,150
	SUPPLIES							
4219	Operating Supplies	1,574	-	5,225	7,333	2,500	12,249	12,000
	Concession Stand Supplies					500		7,000
	Liquor Supplies							
	Catering Supplies							5,000
	Point of Sale System Set Up Fee					2,000		-
4259	Other Merchandise For Resale	13,806	7,404	20,205	58,008	80,000	49,399	105,900
	Supplies and products for resale (Concessions)					80,000	45,372	70,500
	Supplies and products for resale (Liquor)							25,800
	Liquor							-
	Beer						4,027	
	Wine							-
	Non Tax Supplies							3,600
	Supplies and products for resale (Catering)							6,000
	Misc.							-
	TOTAL SUPPLIES	15,380	7,404	25,430	65,341	82,500	61,648	117,900
	SERVICES & CHARGES							
4361	Insurance	-	-	-	-	-	4,795	6,350
	Liquor Liability Insurance							6,350
4437	Taxes & Licenses	-	-	-	-	-	5,417	10,800
	Concessions License							600
	Catering/Restaurant License							5,000
	Liquor License							5,200
4438	Credit Card Fees				1,117		5,415	10,000
	TOTAL SERVICES & CHARGES				1,117	-	15,627	27,150
4438	TOTAL EXPENDITURES - CONCESSIONS	30,300	7,404	27,941	112,417	142,500	142,626	291,200
	REVENUES OVER(UNDER) EXPENDITURES	(3)	10,523	3,991	33,840	86,500	22,666	68,800

Comments:

Potential Opportunities

*updated 11/22/24 based on actual elections
*included with FTCenter total

**Moved to FT Center Main

3781, 3782, 3783 - Liquor, Beer, and Wine

17,600 Squatch - 22 events - \$800ea.
18,000 ERYHA - 200 games squirts and above + 1,600 hours of practices x \$5ea. x 2/hr avg.
12,500 ERHS - 25 Boys/Girls events - 50 individuals w/ 2 drinks @ \$5 ea Average
15,000 MN Hockey, AAA, ERYHA, VFW, etc. Tournament weekends - 15 x \$1,000ea.
7,000 Vendor Craft Shows 7 x \$1,000ea.
70,100 **Liquor and Wine were added Nov. 13, 2024.

NEW Concessions Weekly Special Menu Item (Sloppy Joe, Pulled Pork Sandwich, etc.)

16,500 Squatch fan meals - 22 events - \$750ea.
5,625 Squatch road game subs - 30 meals, 15 events - \$12.50ea.
15,000 ERYHA - 200 events squirts and above - \$75ea.
13,125 ERHS - 25 Boys/Girls events - 75 individuals @ \$7 ea. Average
7,812 ERHS - 25 Boys/Girls road game meals - 25 individuals @ \$12.50 ea. Average
15,000 Tournament weekends - 15 x \$1,000ea.
7,000 Vendor Craft Shows 7 x \$1,000ea.
57,937

4103 - Part Time Pay

32,000 2024 Concessions Staffing
1,728 Squatch Liquor/Catering Staff x1 (24 events x \$18/hr x 4hrs)
7,200 ERYHA Liquor/Catering Staff x1 (200 events x \$18/hr x 2hrs)
5,760 Tournament Liquor/Catering Staff x1 (20 events x \$18/hr x 16hrs)
46,688

400% mark up (budgeting for 300%)
400% mark up (budgeting for 300%)

400% mark up (budgeting for 300%)
400% mark up (budgeting for 300%)

2025 BUDGET DETAIL

Dept: FT Center - Special Revenue Fund

Acct. No.	Explanation/Detail of Supplies or Services	2020 Actual	2021 Actual	2022 Actual	2023 Actual	2024 BUDGET	10/31/24 Actual	2025 BUDGET	Comments:
	REVENUES:								
3461	Recreation Fees	27,675	84,535	123,521	201,548	290,000	141,217	160,000	
3464	Ice Rental	314,493	638,434	654,744	807,498	893,500	532,908	861,000	
3465	Admissions	4,299	35,099	24,822	44,448	45,000	24,106	6,000	
3466	Dry Floor Events	-	6,810	6,355	(7,906)	7,000	1,250	-	
3467	Concessions	25,096	5,000	8,165	139,945	217,000	145,498	235,000	
3468	Skate Sharpening	419	-	395	2,647	2,000	2,836	4,000	
3469	Special Event Admissions	-	-	-	556	-	-	-	
3470	Catering					-	5,614	23,000	
3475	Facility Rentals -	8,380	106,497	188,000	173,139		211,066	245,400	
	Field House					156,000	-	-	
	Meeting/Party Rooms					65,000	-	-	
	Elk River Youth Hockey					20,100		-	
	Squatch					3,300		-	
3482	Advertising Fee	5,387	31,952	51,833	54,738	65,000	32,200	79,550	
3485	Naming Rights/Sponsorships	23,000	130,975	113,000	64,250	113,000	82,667	113,000	
3621	Interest Income	6,183	227	1,799	1,944	2,000	510	500	
3622	Vending Machines	5,201	12,927	23,767	6,312	12,000	5,016	7,000	
3626	Contributions	-	2,755	-	51,756	-	2,000	-	
3629	Misc. Revenue	860	3,434	3,568	5,741	4,500	3,538	14,600	
3781	Liquor							10,000	
3782	Beer						11,292	70,000	
3783	Wine							6,000	
3785	Non-Tax (Concessions)						-	12,000	
3791	ATM Revenue	-	-	-	-	400	-	500	
3792	Cash Over/Short						539		
3910	Sale of Assets	-	-	1,200	30,000	200		-	
3918	Lease Revenue	-	-	37,572	-	-		10,000	
3921	Transfer In	3,061	-	655,000	200,000	-	-	-	
	TOTAL REVENUES	424,054	1,058,645	1,893,741	1,776,616	1,896,000	1,202,257	1,857,550	
	EXPENDITURES:								
	PERSONAL SERVICES								
4101	Regular Pay	246,176	395,385	425,318	491,087	567,450	460,745	489,400	
4102	Overtime Pay	1,052	9,288	9,501	7,361	-	4,536	-	
4103	Part Time Pay	91,270	108,669	186,897	290,073	122,000	171,426	251,100	
4104	PERA	23,117	37,347	42,316	50,552	45,800	36,378	54,300	
4105	FICA	20,650	30,982	37,701	47,709	42,750	38,725	45,700	
4107	Medicare	4,846	7,246	8,818	11,157	10,150	9,056	10,700	
4108	Insurance	34,728	62,858	75,099	93,852	102,900	71,039	68,500	
4109	Workers Comp	5,610	14,689	20,392	10,122	9,600	13,980	11,200	
4110	Unemployment Compensation	-	-	1,708	140	-	1,672	-	
	TOTAL PERSONAL SERVICES	427,449	666,464	807,750	1,002,053	900,650	807,557	930,900	
	SUPPLIES								
4212	Fuels & Lubes	244	11	87	44	250	255	300	
4217	Uniform Allowance	-	-	1,007	2,556	1,500	-	1,800	
4219	Operating Supplies	95,363	108,690	100,593	119,750	78,250	108,567	87,750	
4259	Merchandise For Resale	14,257	7,542	20,205	59,077	81,200	50,401	107,700	
	TOTAL SUPPLIES	109,864	116,243	121,892	181,427	161,200	159,223	197,550	
	SERVICES & CHARGES								
4319	Professional Services	8,174	28,006	7,846	81	-	-	-	
4321	Telephone	2,722	4,427	4,829	4,815	5,100	3,734	4,200	
4322	Postage	-	67	11	2	50	34	50	
4331	Conferences/Schools	822	403	55	165	1,000	30	2,500	
4349	Marketing	-	34,661	-	10,664	4,000	3,608	5,000	
4359	Publishing	128	3,822	3,739	3,165	1,850	674	3,200	
4361	Insurance	7,856	9,784	22,334	26,272	29,500	33,971	37,200	
4389	Utilities	225,442	301,064	456,054	419,509	479,000	271,341	384,000	
4401	Building/Equipment Maint.	23,429	39,657	82,359	73,912	28,500	43,672	60,000	
4409	Contractual Services	5,664	13,579	24,401	73,348	93,800	47,025	41,850	
4415	Equipment Rental	7,008	7,884	38,178	694	800	4,426	-	
4433	Dues/Subscriptions	460	705	710	1,060	1,000	668	350	
4437	Taxes & Licenses						14,791	20,800	
4438	Credit Card Fees	4,921	8,979	13,803	13,177	14,200	15,098	26,300	
	TOTAL SERVICES & CHARGES	286,626	453,038	654,319	626,864	658,800	439,072	585,450	

	CAPITAL OUTLAY							
4520	Buildings & Structures		39,577	-	-	113,000	18,587	113,000
4560	Equipment		36,753	-	-	-	-	-
	Zamboni				199,844			-
	TOTAL CAPITAL OUTLAY	-	76,330	-	199,844	113,000	18,587	113,000
4612	Lease Interest							
	TOTAL DEBT SERVICE	-	-	7,380	8,051	7,400	-	8,000
4721	TRANSFER - General Fund/Capital Outlay Reserve					-	-	20,750
	TOTAL EXPENDITURES	623,939	1,312,075	1,591,341	2,018,239	1,841,050	1,424,439	1,855,650
	CHANGE IN FUND BALANCE	(399,885)	(253,430)	302,400	(241,623)	54,950	(222,182)	1,900
		^A	^A	^A	^A	^A	^A	^A
	FUND BALANCE - BEGINNING			(68,433)	233,969	(7,654)	47,296	47,296
	FUND BALANCE - ENDING			233,967	(7,654)	47,296	(174,886)	49,196

*Interfund Loan for Zamboni



Request for Action

To
City Council

Item Number
8.2

Meeting Date
December 16, 2024

Prepared By
Katie Porath, Records Specialist

Item Description
2025 Meeting Calendar: City Council and Advisory Boards

Reviewed by
Cal Portner
Tina Allard

Action Requested
Approve, by motion, the 2025 City Council meeting calendar.

Background/Discussion

Per state law, the schedule of the City Council's meetings must be kept on file with the Office of the City Clerk and posted on the city's bulletin board. Regular meetings are held on the first and third Mondays of each month.

Board of Appeal Meeting Date

Sherburne County selected Monday, April 7, 6:00 p.m. for the Board of Appeal meeting. This happens to be a regular City Council meeting night. Historically, we have held the Board of Appeal meeting on the second Monday of April, but this does not work for the county. They offered to schedule Monday, April 21 (another City Council meeting night, which would be more difficult to cancel as it would be our typical review of planning items) or Wednesday, April 16. All with 6:00 p.m. start times. Would Wednesday, April 16 work for the Board of Appeal meeting?

Council Retreat Meeting Date

Historically, the City Council has held this meeting on the fourth Monday of April from 1:00 p.m. to 7:00 p.m. Would Monday, April 28 work to schedule this meeting?

Note the following changes to regularly scheduled meetings:

- EDA and City Council meetings were moved from January 20 to January 21 due to Martin Luther King Jr. Day.
- EDA and City Council meetings moved from February 17 to February 18 due to Presidents' Day.
- HRA and City Council meetings were moved from September 1 to September 2 due to Labor Day.
- Utilities Commission moved from June 10 to June 3 due to a conference and November 11 to November 12 due to Veterans Day.
- The Planning Commission moved from December 23 to December 16.

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



Financial Impact

N/A

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

1. 2025 Boards and Commissions Meetings
2. 2025 Calendar

2025

Advisory Board/Commission Meeting Calendar

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
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27	28	29	30			

July						
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October						
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February						
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May						
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August						
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November						
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March						
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NOTE: ALL DATES ARE SUBJECT TO CHANGE.

EDA (5:30 p.m.) and City Council (6:00 p.m. or after EDA mtg)
Heritage Preservation Commission - 6:00 p.m.
HRA (5:30 p.m.) and City Council (6:30 p.m.)
Multipurpose Facility Commission - 6:30 p.m.
Parks and Recreation Commission - 6:30 p.m.

Planning Commission - 6:30 p.m.
Utilities Commission - 3:30 p.m.
City Council
Utilities Commission/Parks and Recreation Commission

Holidays

Jan 1 - New Year's Day observed
 Jan 20 - Martin Luther King Jr. Day
 Feb 17 - Presidents' Day
 May 26 - Memorial Day
 June 19 - Juneteenth
 July 4 - Independence Day

Sept 1- Labor Day
 Nov 11 - Veterans Day observed
 Nov 27 - Thanksgiving
 Nov 28 - Day after Thanksgiving
 Dec 24 & 25 - Christmas holidays observed

Multipurpose Facility Commission meets at Furniture and Things Community Event Center, 1000 School St
 Utilities Commission meets at ERMU, 13069 Orono Parkway
 Unless otherwise noted, all other meetings are held at Elk River City Hall, 13065 Orono Parkway

2025

City Council Meeting Schedule

January						
S	M	T	W	T	F	S
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April						
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July						
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October						
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February						
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August						
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November						
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March						
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June						
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September						
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December						
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21	22	23	24	25	26	27
28	29	30	31			

Holidays

Jan 1 - New Year's Day observed
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 Feb 17 - Presidents' Day
 May 26 - Memorial Day
 June 19 - Juneteenth
 July 4 - Independence Day

Sept 1- Labor Day
 Nov 11 - Veterans Day observed
 Nov 27 - Thanksgiving
 Nov 28 - Day after Thanksgiving
 Dec 24 & 25 - Christmas holidays observed



Request for Action

To
City Council

Item Number
8.3

Meeting Date
December 16, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Resolution 24-81 Voter Referendum Required for
Utility Disposition

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 24-81 requiring a voter referendum to dispose of the Elk River Municipal Utilities.

Background/Discussion

At the recommendation of the Minnesota Municipal Utility Association, the Elk River Municipal Utilities Commission (ERMU) approved a resolution requiring a voter referendum by a 2/3 vote to dispose of the municipal utility. The use of referendum is provided for in Minnesota Statutes to ensure voters consent to a sale or dissolution.

ERMU approved the requirement change at their meeting on December 10 with a 5-0 vote.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Vision

Attachments

1. 2024 Resolution - Voter Referendum Required for Utility Disposition
2. 2024-12 - 5.4 - Disposition of City's Utility by Referendum

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City of Elk River City Council

Resolution 24-81

A Resolution of the City Council of the City of Elk River to Acknowledge and Protect the Rights of Voters Regarding the Provision of Utility Service

WHEREAS: Elk River Municipal Utilities (Utility) is a valuable public asset through which the City of Elk River, Minnesota (City), maintains and perpetuates significant self-investment and public services made currently and by past generations to promote the general welfare of City residents; and

WHEREAS: such investments contribute to ensuring and preserving the financial stability and fiscal integrity of the city's overall financial structure and credit rating; and

WHEREAS: such public services ensure reliable, affordable, and sustainable utility service to all residents and users in the City at reasonable rates subject to the control and regulation of the City; and

WHEREAS: access to service should be provided for all uses necessitated by all residents and entities of the City; and

WHEREAS: Utility and its services are vital to the continued planned and orderly growth of the City; and

WHEREAS: the right of the citizens of Elk River to determine the disposition of their Utility through referendum is protected due to enactment of 1949 Minnesota Laws Chapter 119, section 42, codified as Minnesota Statutes, Section 412.321, subdivision 4:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: The City shall continue to own and operate the Utility unless and until, two-thirds of voters voting in a general or special election approve an ordinance or resolution passed by the City Council, concurred in by the public utilities commission if the utility is under the jurisdiction of such a commission, to lease or sell the utility or discontinue its operation, wholly or in part, as provided by Minnesota Statutes, Section 412.321, subdivision 4.

Passed and adopted this 16th day of December 2024.

John J. Dietz, Mayor



ATTEST:

Tina Allard, City Clerk



TO: ERMU Commission	FROM: Mark Hanson – General Manager
MEETING DATE: December 10, 2024	AGENDA ITEM NUMBER: 5.4
SUBJECT: Disposition of City's Utility by Referendum	
ACTION REQUESTED: Recommend City Council approval of the attached Resolution	

BACKGROUND:

The right of citizens to determine the disposition of their municipal utilities through referendum is protected due to enactment of 1949 Minnesota Laws Chapter 119, section 42, codified as Minnesota (MN) Statutes, Section 412.321, subdivision 4. Although State law mandates a two-thirds affirmative vote from the community for such sales or closures, the statute has not been enforced in recent sales.

At the 2024 Minnesota Municipal Utilities Association (MMUA) Summer Conference, Ursula Schryver, a Senior Vice President with the American Public Power Association (APPA), presented five recent case studies of MN municipal utilities selling to larger cooperative or private utility companies. According to MMUA's 2024 Annual Report, however, four of those utilities were sold without a required referendum.

According to APPA, public power utilities are typically being sold in cases where the system has not been maintained, the cost of upgrading the system substantial, and/or when there are other financial stresses on the utility or community. Private utilities often promise to replace aging system components, but these upgrades typically lead to higher rates, lower customer satisfaction, and slower response times after outages.

DISCUSSION:

With the support of a strong governing body, APPA states municipal utilities proudly bring tremendous value to the city, its citizens, and customers. Local control of utility means enhanced reliability, faster response times, and a singular focus on the customer. Additionally, municipal utilities provide financial support to their local governments through payments in lieu of taxes, in kind labor contributions, local employment, and support of local businesses.

It is MMUA's belief that awareness of this referendum requirement empowers voters served by municipal utilities with the ability to shape their communities as they see fit and in accordance with their values and state statute. The attached MMUA model resolution provides a locally binding process that requires a two-thirds community vote before any sale or closure.

NEXT STEPS:

The ERMU Commission's approval of the resolution is needed prior to placing the attached resolution on the Elk River City Council agenda for adoption. If approved, ERMU staff will work with city staff to facilitate the council approval process.

ATTACHMENTS:

- Resolution - Voter Referendum Required for Utility Disposition



Request for Action

To
City Council

Item Number
10.1

Meeting Date
December 16, 2024

Prepared By
Ryan Sandhoefner, Engineering Project Manager

Item Description
Discuss No Parking Designation on Local Streets

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Discuss whether no parking designations should be considered on city streets.

Background/Discussion

Following the downtown Trick-or-Treat event, there were concerns regarding emergency vehicle access to Morton/Manor/Norfolk just west of downtown Elk River. During the event, a portion of these streets had vehicles parking on both sides of the street as there are no signs currently limiting parking. These streets are narrower than our current urban residential design standard of 34' from back of curb to back of curb. Morton/Manor/Norfolk measure at 28', 25.5', and 25' respectively.

Because this concern arose from a high-volume downtown event, should we consider a fully encompassing no parking on one side of the street policy, or instead consider each instance on a case-by-case basis? If a formal full-encompassing policy is to be adopted, some key questions to be answered are:

- At what street width should one side be signed as no parking? Engineering staff would recommend any streets under 26', as these widths begin to hinder the ability of larger emergency vehicles to navigate between two parked vehicles.
- Should staff actively seek out all urban street sections that fall below the determined threshold and sign them effective immediately following policy adoption? There are less than 10 city streets that fall below the 26' width in a residential area.

Staff is happy to have a discussion and proceed in a manner desired by the Council.

Financial Impact

N/A

Mission/Policy/Goal

Meet changing needs - agile.

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Attachments

None



Request for Action

To
City Council

Item Number
12.1

Meeting Date
December 16, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
Financial reports - October

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information only.

Background/Discussion

This report is designed to provide summary information regarding the overall level of revenues and expenditures in the General Fund, the Multipurpose Facility Special Revenue Fund, and the Enterprise Funds. These funds provide an important picture of the city's financial health.

For the month of October, actual revenues (excluding property taxes and transfers in) and expenditures should run about 83% of the annual budget. It is natural for some of the items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from budget are highlighted below accompanied with a general discussion for the variance.

General Fund

Revenues:

- License & permit collections are at about 64% of budget estimates. October collections were primarily building-related permits and rental licenses.
- Charges for services are about 97% of estimates with plan check fees and recreation fees making up the majority of October collections.
- Court fines which lag a month are about 87% of budget estimates including September collections received by the county.
- Transfers in consist of ERMU's 4% September monthly electric revenues.

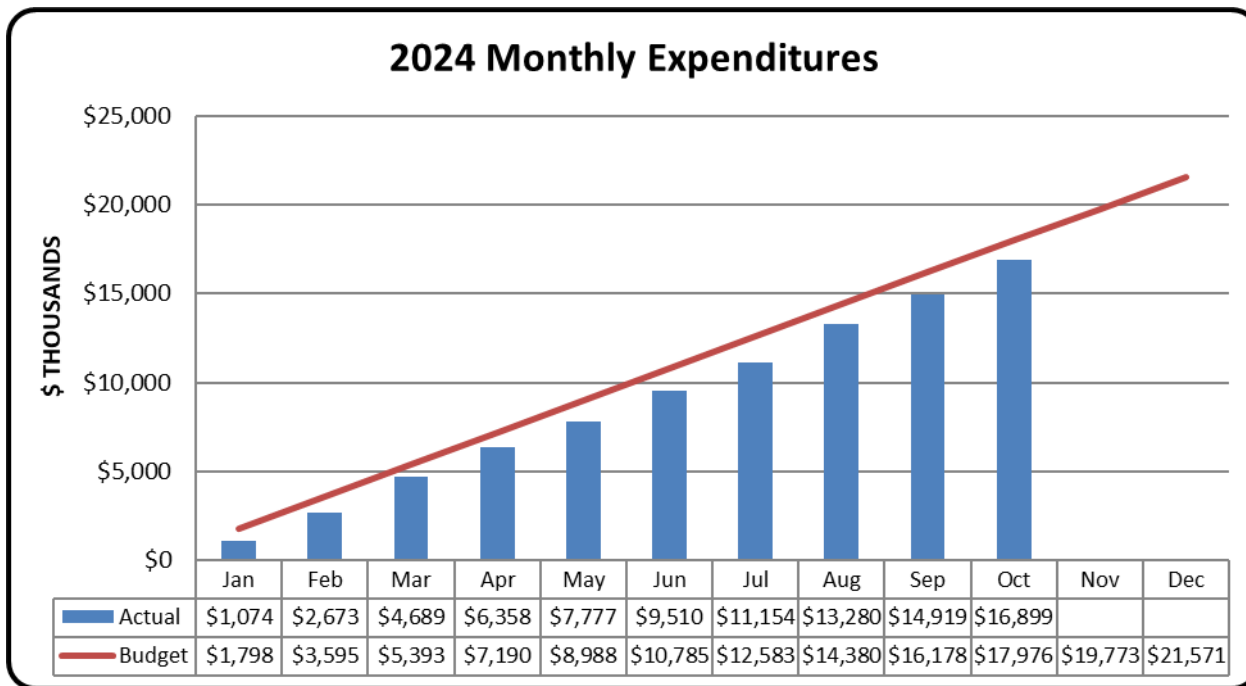
Expenditures:

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- Total departmental expenditures are about 78% of budget and most departments are within or below budget estimates.



Multipurpose facility

Through the end of October, expenditures of \$1,509,195 exceed revenues of \$1,256,827 by \$252,367. The majority of October collections consist of ice rent, facility rentals, concessions and naming rights/sponsorships while expenditures are primarily attributable to personal services and utilities.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. 10-2024 Financial reports

General Fund

As of:

10/31/2024

83.00% OF YEAR COMPLETED

REVENUES**Budget****YTD Actual****% of budget****Budget Balance****Taxes**

101-3-0000-3111	Current Ad Valorem Taxes	14,917,700.00	7,620,403.82	51.08%	7,297,296.18
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	49,612.24	0.00%	(49,612.24)
101-3-0000-3121	Gravel Tax	225,000.00	68,695.16	30.53%	156,304.84
101-3-0000-3131	Penalties/Interest	0.00	2,449.11	0.00%	(2,449.11)
Total Taxes		15,142,700.00	7,741,160.33	51.12%	7,401,539.67

Licenses & Permits

101-3-0000-3211	Liquor License	82,000.00	77,805.00	94.88%	4,195.00
101-3-0000-3212	THC License	4,000.00	800.00	20.00%	3,200.00
101-3-0000-3213	Cigarette License	4,000.00	750.00	18.75%	3,250.00
101-3-0000-3214	Rental License	65,000.00	42,710.00	65.71%	22,290.00
101-3-0000-3216	Mining License	26,000.00	26,887.75	103.41%	(887.75)
101-3-0000-3217	Garbage Hauler License	2,500.00	2,505.00	100.20%	(5.00)
101-3-0000-3218	Other Business License/Permit	16,000.00	16,402.86	102.52%	(402.86)
101-3-0000-3229	NPDES Permit	23,000.00	11,025.00	47.93%	11,975.00
101-3-0000-3231	Building Permit	600,000.00	350,549.90	58.42%	249,450.10
101-3-0000-3232	Plumbing/Heating Permit	160,000.00	99,824.51	62.39%	60,175.49
101-3-0000-3233	Permit Surcharge	700.00	4,654.73	664.96%	(3,954.73)
101-3-0000-3235	Animal License	0.00	300.00	0.00%	(300.00)
101-3-0000-3237	Other Non-Business Lic/Permit	25,000.00	9,002.24	36.01%	15,997.76
Total Licenses & Permits		1,008,200.00	643,216.99	63.80%	364,983.01

Intergovernmental Revenue

101-3-0000-3322	MV Credit	6,000.00	2,680.14	44.67%	3,319.86
101-3-0000-3323	Fire State Aid	230,000.00	329,632.63	143.32%	(99,632.63)
101-3-0000-3325	Police 2% Aid	340,000.00	414,088.39	121.79%	(74,088.39)
101-3-0000-3326	Police Training Reimb	35,000.00	31,422.91	89.78%	3,577.09
101-3-0000-3329	State Crime Prevention Grant	48,000.00	83,962.67	174.92%	(35,962.67)
101-3-0000-3330	Other State Grants	0.00	12,396.61	0.00%	(12,396.61)
Total Intergovernmental Revenue		659,000.00	874,183.35	132.65%	(215,183.35)

Charges for Services

101-3-0000-3412	Planning & Zoning Fees	25,000.00	24,340.00	97.36%	660.00
101-3-0000-3413	Plan Check Fee	250,000.00	149,429.09	59.77%	100,570.91
101-3-0000-3415	Special Assessment Search	500.00	150.00	30.00%	350.00
101-3-0000-3417	Copies	1,500.00	1,057.14	70.48%	442.86
101-3-0000-3430	Lockout Fees	3,500.00	1,688.00	48.23%	1,812.00
101-3-0000-3431	Police Services	45,000.00	18,896.82	41.99%	26,103.18
101-3-0000-3432	School Liaison	183,000.00	184,463.13	100.80%	(1,463.13)
101-3-0000-3434	Animal Impound Fee	500.00	450.00	90.00%	50.00
101-3-0000-3436	Fire Contracts	400,000.00	470,798.46	117.70%	(70,798.46)
101-3-0000-3437	Fire Services	3,000.00	1,009.34	33.64%	1,990.66
101-3-0000-3451	Street Services	35,000.00	31,527.50	90.08%	3,472.50
101-3-0000-3452	Engineering Services Reimb	20,000.00	5,065.00	25.33%	14,935.00
101-3-0000-3461	Recreation Fees	50,000.00	43,124.04	86.25%	6,875.96
101-3-0000-3462	Sr Center Activities	43,000.00	32,928.41	76.58%	10,071.59
101-3-0000-3463	Farmer's Market	12,000.00	53,522.55	446.02%	(41,522.55)
101-3-0000-3469	Elk RiverFest	20,000.00	23,028.00	115.14%	(3,028.00)
101-3-0000-3472	Park Use Fee	40,000.00	58,796.27	146.99%	(18,796.27)
101-3-0000-3483	Sewer Inspection Fee	15,000.00	15,640.00	104.27%	(640.00)

General FundAs of: **10/31/2024****83.00% OF YEAR COMPLETED****REVENUES****Budget****YTD Actual****% of budget****Budget Balance**

101-3-0000-3484	Contractor License Check	1,200.00	855.00	71.25%	345.00
Total Charges for Services		1,148,200.00	1,116,768.75	97.26%	31,431.25

Fines & Forfeits

101-3-0000-3510	Court Fines	150,000.00	127,323.39	84.88%	22,676.61
101-3-0000-3512	Ordinance Violations	0.00	3,100.00	0.00%	(3,100.00)
Total Fines & Forfeits		150,000.00	130,423.39	86.95%	19,576.61

Other Revenue

101-3-0000-3621	Interest Income	150,000.00	156,850.76	104.57%	(6,850.76)
101-3-0000-3625	Refunds & Reimbursements	145,000.00	(9,710.65)	-6.70%	154,710.65
101-3-0000-3626	Contributions	25,000.00	25,750.00	103.00%	(750.00)
101-3-0000-3629	Miscellaneous Revenue	10,000.00	14,429.91	144.30%	(4,429.91)
Total Other Revenue		330,000.00	187,320.02	56.76%	142,679.98

Transfers In

101-3-0000-3921	Transfers	0.00	224.52	0.00%	(224.52)
101-3-0000-3926	Transfer-Capital Outlay Reserv	89,000.00	97,500.00	109.55%	(8,500.00)
101-3-0000-3942	Transfer-WWTS	175,000.00	175,000.00	100.00%	0.00
101-3-0000-3943	Transfer-Liquor	1,000,000.00	1,000,000.00	100.00%	0.00
101-3-0000-3944	Transfer-Garbage	250,000.00	58,000.00	23.20%	192,000.00
101-3-0000-3945	Transfer-Utilities	1,400,000.00	1,163,132.63	83.08%	236,867.37
101-3-0000-3946	Transfer-Stormwater	135,000.00	135,000.00	100.00%	0.00
101-3-0000-3948	Transfer-EDA	46,000.00	46,000.00	100.00%	0.00
101-3-0000-3949	Transfer-HRA	37,500.00	37,500.00	100.00%	0.00
Total Transfers In		3,132,500.00	2,712,357.15	86.59%	420,142.85

TOTAL GENERAL FUND REVENUES

21,570,600.00	13,405,429.98	62.15%	8,165,170.02
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General Fund

As of:

10/31/2024

83.00% OF YEAR COMPLETED

EXPENDITURE SUMMARY

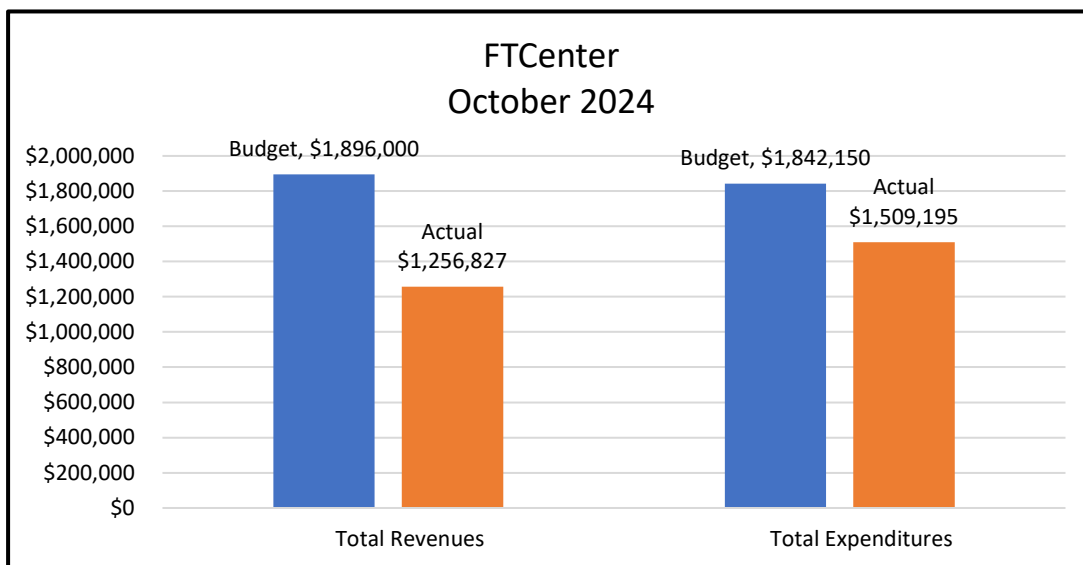
	Budget	YTD Actual	% of budget	Budget Balance
<u>General Government</u>				
City Council	213,550.00	184,671.69	86.48%	28,878.31
Communications	485,300.00	368,107.00	75.85%	117,193.00
Administrative Services	721,850.00	596,147.53	82.59%	125,702.47
Human Resources	426,550.00	340,240.97	79.77%	86,309.03
Elections	75,500.00	45,758.92	60.61%	29,741.08
Finance	800,750.00	670,488.06	83.73%	130,261.94
Information Technology	731,500.00	541,873.99	74.08%	189,626.01
Legal	275,000.00	258,536.42	94.01%	16,463.58
Community Development	0.00	34,353.91	0.00%	(34,353.91)
Planning	485,100.00	364,836.12	75.21%	120,263.88
Building Maintenance	1,085,250.00	866,289.54	79.82%	218,960.46
Total General Government	5,300,350.00	4,271,304.15	80.59%	1,029,045.85
<u>Public Safety</u>				
Police Administration	1,175,550.00	1,065,962.42	90.68%	109,587.58
Patrol	3,780,150.00	2,973,273.92	78.65%	806,876.08
Investigations	1,430,850.00	1,006,622.18	70.35%	424,227.82
Police Support Services	945,800.00	698,545.32	73.86%	247,254.68
Police Reserves	16,550.00	1,810.72	10.94%	14,739.28
Public Safety Building	229,500.00	154,591.64	67.36%	74,908.36
Fire Administration	1,332,800.00	1,219,095.65	91.47%	113,704.35
Fire Operations	630,450.00	468,185.79	74.26%	162,264.21
Emergency Management	34,750.00	17,586.84	50.61%	17,163.16
Building Safety	625,500.00	495,422.21	79.20%	130,077.79
Code Enforcement	126,000.00	100,381.53	79.67%	25,618.47
Environmental	101,700.00	112,352.97	110.47%	(10,652.97)
Total Public Safety	10,429,600.00	8,313,831.19	79.71%	2,115,768.81
<u>Public Works</u>				
Street Maintenance	1,742,150.00	1,253,652.73	71.96%	488,497.27
Snow Removal	411,150.00	215,423.65	52.40%	195,726.35
Equipment Services	397,300.00	325,540.87	81.94%	71,759.13
Engineering	489,150.00	335,962.78	68.68%	153,187.22
Total Public Works	3,039,750.00	2,130,580.03	70.09%	909,169.97
<u>Culture & Recreation</u>				
Parks Department	1,743,700.00	1,309,931.94	75.12%	433,768.06
Parks & Rec Admin	621,100.00	464,178.31	74.73%	156,921.69
Recreation Programs	181,550.00	142,274.58	78.37%	39,275.42
Farmers Market	9,500.00	40,542.04	426.76%	(31,042.04)
Sr Citizen Programs	196,000.00	166,539.24	84.97%	29,460.76
Total Culture & Recreation	2,751,850.00	2,123,466.11	77.17%	628,383.89
<u>Economic Development</u>				
Economic Development	0.00	38,229.37	0.00%	(38,229.37)
Energy City	49,050.00	21,268.15	43.36%	27,781.85
Total Economic Development	49,050.00	59,497.52	121.30%	(10,447.52)

TOTAL GENERAL FUND EXPENDITURES	21,570,600.00	16,898,679.00	78.34%	4,671,921.00
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	(3,493,249.02)		3,493,249.02
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**CITY OF ELK RIVER
MULTIPURPOSE FACILITY - BUDGET TO ACTUAL
MONTH ENDED OCTOBER 31, 2024**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$893,500	\$537,066	60.11%
Admissions	45,000	24,106	53.57%
Dry Floor Events/Craft Shows	7,000	1,317	18.81%
Facility Rental	244,400	217,661	89.06%
Advertising/Naming Rights/Sponsorships	178,000	120,283	67.57%
Recreation fees (Skating/Hockey)	290,000	150,455	51.88%
Concessions/catering/vending	229,000	196,279	85.71%
Other Revenues (interest, etc.)	9,100	9,660	106.15%
Total Revenues	\$1,896,000	\$1,256,827	66.29%
Operating expenses:			
Personal services	\$900,650	\$814,874	90.48%
Supplies	159,800	184,604	115.52%
Other service charges	661,300	491,130	74.27%
Capital Outlay	120,400	18,587	15.44%
Total Expenditures	\$1,842,150	\$1,509,195	81.93%
Revenues over/(under) expenditures	\$53,850	(\$252,367)	



**CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED OCTOBER 31, 2024**

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,161,000	\$ 6,990,333	85.66%									
Cost of sales	(6,028,000)	(4,678,423)	77.61%									
Gross profit	2,133,000	2,311,910	108.39%									
Operating revenues:												
User charges	-	-	-	\$ 2,630,000	\$ 2,082,113	79.17%	\$ 2,009,800	\$ 1,470,575	73.17%	\$ 630,000	\$ 505,131	80.18%
Delinquency collections	-	-	-	1,000	1,026	102.61%	-	1,207	-	-	82	-
Other	9,000	3,835	42.61%	180,000	119,993	66.66%	-	-	-	-	-	-
Total operating revenues	9,000	3,835	42.61%	2,811,000	2,203,132	78.38%	2,009,800	1,471,782	73.23%	630,000	505,214	80.19%
Operating expenses:												
Personal services	1,070,500	955,474	89.25%	863,500	650,736	75.36%	45,550	35,349	77.61%	-	-	-
Supplies	28,100	31,233	111.15%	324,600	184,943	56.98%	23,400	1,880	8.03%	1,000	315	31.54%
Other service charges	355,950	316,425	88.90%	972,410	984,855	101.28%	1,773,250	1,268,909	71.56%	453,600	61,355	13.53%
Depreciation *	100,000	-	0.00%	1,705,000	-	0.00%	-	-	-	495,000	-	0.00%
Total operating expenses	1,554,550	1,303,132	83.83%	3,865,510	1,820,533	47.10%	1,842,200	1,306,139	70.90%	949,600	61,670	6.49%
Operating income (loss)	587,450	1,012,613	172.37%	(1,054,510)	382,598	-36.28%	167,600	165,643	98.83%	(319,600)	443,543	-138.78%
Nonoperating revenues (expenses):												
Interest income	125,000	75,523	60.42%	125,000	192,353	153.88%	8,000	19,130	239.12%	25,000	44,791	179.16%
Interest expense/agent fees	-	-	-	(82,800)	(82,735)	99.92%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	125,000	75,523	60.42%	42,200	109,618	259.76%	8,000	19,130	239.12%	25,000	44,791	179.16%
Income (loss) before contributions & transfers	712,450	1,088,136	152.73%	(1,012,310)	492,216	-48.62%	175,600	184,773	105.22%	(294,600)	488,334	-165.76%
Contributions - connection fees	-	-	-	1,000,000	525,179	52.52%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	350,000	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	1,700	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,250,000)	(1,250,000)	100.00%	(175,000)	(175,000)	100.00%	(58,000)	(58,000)	100.00%	(175,000)	(175,000)	100.00%
NET INCOME (LOSS)	(537,550)	(161,864)	30.11%	(187,310)	1,194,096	-637.50%	117,600	126,773	107.80%	(469,600)	313,334	-66.72%
Items reclassified to balance sheet at year end:												
Bond Proceeds				-	-	-						
Capital Outlay	(91,000)	-	-	(173,000)	(419,281)	-	-	-	-	-	-	-
Bond Payment (Payoff 2014B Refunded Debt)	-	-	-	(520,000)	(520,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(628,550)	(161,864)		(880,310)	254,815		117,600	126,773		(469,600)	313,334	

* Recorded at year-end