



City Council

Regular Meeting, Work Session & Closed Meeting Agenda

Monday, April 21, 2025
6:00 PM or immediately following
the EDA meeting
(whichever is later)
Elk River City Hall

- Regular meeting in Council Chambers
- Work Session and Closed meeting in Upper Town Conference Room immediately following regular meeting

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 April 7, 2025, Minutes

4.2 Check Register

4.3 Resolution 25-14: Purchase Agreement 25-05 for Parcel 75-00131-2100

4.4 2025 Ford F-550 Street Division Chipper and Patch Tow Vehicle Replacement

4.5 2025 Mack Plow Truck Replacement

4.6 Resolution 25-15: Summary Publication of Ordinance 25-02

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 Heritage Preservation Commission Annual Update

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 Resolution 25-16: Plat of Elk Hills Second Addition, 841 Line Ave, All Day Companies

7.2 Resolution 25-17: Plat of Ridgewood Hills Second Addition, 10038 215th Ave, Greg Petersen

7.3 Resolution 25-18 Easement Vacation and Resolution 25-19 Plat: Carlson Meadow, PID 75-00784-0120, City of Elk River

8. GENERAL BUSINESS

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

8.1 Corridors of Commerce Readiness Advancement Solicitation

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION

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

10.1 Multipurpose Facility Advisory Commission Ordinance Amendments

10.2 Concord Street Lake Access

10.3 Elk River High School Little Theater Status

10.4 Sister City International Program

10.5 Mississippi Road Trail Easement

11. MOTION TO ADJOURN

12. CLOSED MEETING - CITY OF ELK RIVER V. JOSEPH JOHN, CASE NO. 71-CV-24-1083

12.1 Statement to be read by the Mayor:

"The City Council will be holding a closed meeting pursuant to MN Statute Section 13D.05, Subdivision 3(b) for a confidential attorney-client privileged discussion related to strategy in the matter of City of Elk River v. Joseph John, Case No. 71-CV-24-1083."

12.2 Motion Calling Closed Meeting

12.3 Hold Closed Meeting

12.4 Motion to Adjourn Closed Meeting

13. INFORMATION

13.1 March Financial Reports

13.2 Investment Report - 1st quarter

The Elk River Vision

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





**Meeting of the City Council
Held at the Elk River City Hall
Monday, April 7, 2025**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Cory Grupa, Councilmember J. Brian Calva

Members Absent: None

Staff Present: City Administrator Cal Portner, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Public Works Director/Chief Engineer Justin Femrite, and Deputy Clerk Jolene Richter

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

Mayor Dietz deleted Item 8.4 ERX CUP Revocation from the agenda.

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

4. CONSENT AGENDA

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

4.1 March 17, 2025, Minutes

4.2 Check Register

4.3 Severance Agreement and Release

4.4 Collective Bargaining Agreement 25-03 - International Union of Operating Engineers (I.U.O.E.) Local #49

4.5 Consumption and Display License: Pinewood Golf Club

4.6 Temporary Liquor License: Aegir Brewing Company

4.7 Annual Election Not to Waive the Statutory Tort Limits for Liability Insurance

4.8 Overlook Chef Job Description

4.9 Accept Bids and Award Contract for 2025 Street Improvement Project

4.10 Agreement 25-04: Sale of an Animal and Waiver of Liability Agreement

4.11 John Deere Gator XUV 845R w/Attachments

5. OPEN FORUM

No one appeared for Open Forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the March Volunteer of the Month award to Joscelyn Tatro. He highlighted the following:

- Involved with Community Table, where she helps plan and cook 400 meals each month that are distributed on the last Sunday of each month.
- Provides fundraising help and support for players as an Elk River High School Volleyball Boosters Club member.
- Volunteers in a variety of roles for River of Life Church.
- She has helped with several projects in the schools that her children attended.

6.2 Proclaim April 8, 2025, as Elk River High School Culinary Arts Championship Team Day

Mayor Dietz read and presented a proclamation to the Elk River High School Culinary Arts team. The Council handed out Elk River water bottles and towels and congratulated the team.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to proclaim April 8, 2025, as Elk River High School Culinary Program Day in the City of Elk River. Motion carried 5-0.

6.3 Resolution 25-12 Acknowledge Contribution: The Bank of Elk River

Mayor Dietz presented the certificate of donation to The Bank of Elk River and thanked them for their sponsorship.

John Babcock and Bill LaVigne from The Bank of Elk River were present to accept the certificate of donation.

Moved by Councilmember Calva and seconded by Councilmember Grupa to adopt Resolution 25-12, graciously accepting the 2025 Riverfront Concert Series contribution of \$26,000 by The Bank of Elk River. Motion Carried 5-0.

7. PUBLIC HEARINGS

7.1 Specht Farm (Oakwater Ridge) Residential Development: Land Use Amendment Resolution 25-13, Zoning Amendment Ordinance 25-04, and Ordinance Amendment 25-05 Establishing a PUD for the Oakwater Ridge Development

The staff report was presented.

Mayor Dietz opened the public hearing.

Steve Bona, Capstone Homes - Recapped what was discussed at the Parks and Recreation Commission. He explained that they were proposing two acres for park dedication from the bluff to the waterfront with at least one acre of buildable land for a playground and shelter,. Half of the lowland riverfront is included as park dedication credit, and they decreased the HOA parkland with water access to 2.5 acres. Now they have about 0.4 acres of upland to work with, which increases the acres in the lower HOA field to 23 acres, and the cash contribution has stayed the same. He further explained that Capstone will be trying to get to a point where they can build the park sooner rather than later; they think they could get it in at Phase 2 of the project. He stated there was a discussion that they could get funding privately to get the park funded and built, but they needed to work through the details. Mr. Bona stated that in the master plan, the original trail system down from the corner of the Specht Farm was originally proposed as park dedication, but that is not park dedication anymore. He explained they thought they were going to rework the trail system, but have decided to leave the linear trail system and will be leaving as many of the trees along the trail system as they can.

Mr. Bona addressed the lot sizes and explained that these products must be looked at as an alternative to attached townhomes. Capstone chose the Liberty-style detached homes, which are slab-on-grade and narrower, but explained that it needs to be at a certain price point to be affordable as well. He explained that the increase from 40-foot lots to 50-foot lots had already increased the price of their product, which would put them in the range of \$375 to \$435 for this product. If they move to 52-foot lots, they would lose 10 lots, resulting in about \$5 million in revenue loss. They would have to try to make up this loss somewhere else. He further stated that they have done the 40-foot lots in other cities, and there has never been a parking problem. Comparing Liberty style to Miske Meadows with single-family homes is not a good comparison because this product is not a single-family home product; it is an alternative to attached townhomes. He also stated that having this product versus the attached townhomes means avoiding the HOA fees, which makes them more affordable as well.

Mayor Dietz closed the public hearing.

Councilmember Calva stated he doesn't have a problem with the 50-foot lots and appreciates the quality of Capstone. He asked Mr. Bona if he could describe the lots of Legacy Bay Farms in St. Michael. Mr. Bona explained that the Legacy Bay Farms is very similar to the Specht development proposal. Councilmember Calva expressed his concerns about the driveway size and asked if they could offer a tear-drop-style driveway with 18 feet towards the top and decreasing to 16 feet at the street. He thinks it would be doing the future homeowners a favor if they widened the driveway. Mr. Bona stated they could, but that would increase the price as well due to additional pavement.

Councilmember Wagner stated she would support the 50-foot lot but also would support the 16-foot driveway and leave it up to the homeowner to extend the driveway if they would like.

Councilmember Beyer explained that he is excited about the project and knows that he has already expressed his concerns regarding highway safety, and appreciates Capstone for moving forward with pursuing the highway challenges. He further explained that he would support the 50-foot lots. He drove by the 40-foot lots and thought they did a good job with them.

Councilmember Grupa explained that traffic was his main concern, too, but he understands it is in phases. He explained that he is disappointed due to the fact that he agreed to the 50-foot lot instead of the 55-foot lot because of the park dedication that was originally discussed. He is disappointed that the other park is now removed and that the park on the bluff area is now smaller. He thinks something else will need to be done regarding the parks.

Mayor Dietz stated that he does appreciate Capstone's work but has some concerns. He expressed that the park dedication is a disappointment and does not think it is efficient enough to have a 1-acre park for 500 homes, and does not agree with giving park dedication land for floodplain land. He further explained that he did not agree with all the lots being 50-foot lots. He compared the development with Miske Meadows, which has 11% of the lots being 50 feet, and explained that if they allowed the same, then 60 of the lots would be 50-foot and the rest would be 55-foot lots.

Councilmember Wagner asked for direction on the park situation, which was stated by Councilmember Grupa. Councilmember Grupa explained that he agreed to the 50-foot lot with the 5-acre park and would like direction if they are still open to discussion regarding the park situation. He further stated that if they agree to this current plan and there are no changes to consider regarding the park, he will be voting no on the PUD.

Mr. Bona explained that Capstone was willing to do the 5-acre park, but they received a call from Commissioner Dave Anderson, who stated the Park Commission had changed their mind, and they did not want the 5-acre park anymore, and they would like to go back to the bluff and the lower park and talk about the lower field which was originally going to be an HOA park.

Councilmember Beyer stated that the Park Commission thought the land on the bluff was more valuable than the 5-acre park.

Mayor Dietz explained that the park situation has been discussed back and forth many times between Capstone, staff, the Council, and the Park and Recreation Commission.

Councilmember Wagner stated that the park piece was one of the most difficult pieces, but stated that we are past that. She expressed that there have been meetings in between meetings, and it is a bit

frustrating because they see different scenarios every time. She will still support the 50-foot lots but thinks in the future, this process could go smoother.

Mr. Bona stated that after the last work session, they received the approval to go ahead with the park plans, and now it is difficult to hear the park concerns and to have to go back and change at this point. He did express his appreciation for all the time that has been put into this as well, and they would like to be a good partner and will continue to do the best they can.

Moved by Councilmember Wagner and seconded by Councilmember Calva to adopt, Resolution 25-13 approving a Land Use Amendment updating the city's Comprehensive Plan to align with the proposed residential and commercial areas, subject to the condition that the associated Zone Change (ZC 24-06) and Ordinance Amendment (OA 24-05) are approved by the City Council. Motion Carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Ordinance 25-04, amending the city's zoning map to designate parcels for Highway Commercial and Planned Unit Development (PUD) uses consistent with the development proposal and subject to the following conditions:

- 1. The associated Land Use Amendment (LU 24-05) resolution shall be approved and recorded.**
- 2. The Ordinance Amendment (OA 24-05) establishing the PUD standards must be approved by the City Council.**
- 3. The Zone Change shall be recorded in conjunction with the future plat approvals related to the Oakwater Ridge PUD.**

Motion Carried 5-0.

Moved by Councilmember Calva and seconded by Councilmember Beyer to approve Ordinance 25-05 amendment to establish the Oakwater Ridge Planned Unit Development (PUD), subject to the following amended conditions:

- 1. The City Council must approve the associated Land Use Amendment (LU 24-05) and Zone Change (ZC 24-06).**
- 2. An Environmental Assessment Worksheet (EAW) must be reviewed in accordance with all state and local policies and receive a negative finding for an Environmental Impact Statement (EIS).**
- 3. MnDOT and the city shall approve an access location and configuration that supports the traffic needs of the proposed development.**
- 4. The DNR must provide written approval of the work proposed within the Wild and Scenic River District.**
- 5. Along the property line with the Oliver Kelley Farm, the developer shall provide the following: vegetative screening and a private property sign every 500 feet along the non-wooded boundary and one private property sign at every other rear and side property line intersection.**
- 6. The developer must also work with the Kelley Farm to resolve any encroachment concerns resulting from the existing fence.**

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7. The cost of sewer and water trunk extensions to the development shall be financed by the developer. If the oversizing of water pipes is required, Elk River Municipal Utilities (ERMU) will reimburse the developer for the cost to oversize the infrastructure.
 8. All proposed streets, trails, and sidewalks shall follow the city's engineering design standards.
 9. Lots 65 feet and wider must include two trees in the front yard. One tree must be an overstory variety, the second tree can be ornamental, evergreen, or deciduous.
 10. Lots that are less than 65 feet wide must plant one overstory tree in the front yard.
 11. All homes must have a minimum garage size of 440 square feet (20x22).
 12. All homes will require a minimum side-yard setback of 7.5 feet.
 13. The front-yard setback for 75- and 100-foot-wide lots will be 30 feet.
 14. The front-yard setback for 50- and 65-foot-wide lots will be 25 feet.
 15. The maximum driveway widths, as measured at the curb line or back of the sidewalk, are as follows: 50-foot lots – 16 feet wide, 65-foot lots – 20 feet wide, and 75 to 100-foot lots – 30 feet wide.
 16. The development must incorporate an internal monotony code to ensure the home facades vary throughout the subdivision. Neighboring homes and the 3 closest homes across the street must vary in façade design or color. No two homes in this group of six shall match.
 17. The developer shall complete the design and installation of all 10-foot-wide trails above the bluff that runs along the Mississippi River.
 18. The developer will design and engineer a 10-foot-wide trail, beginning with the termination of the upland trail, that should be provided to the city to support a future construction project.
 19. The developer will provide a 2+ acre bluff-top park and must provide documentation that there is at least 1 acre of buildable, upland area in the park.
 20. The developer shall dedicate the floodway land below the bluff to the city for park purposes. An outlot will be reserved for future use by the HOA.
 21. The remainder of the park dedication requirements will be satisfied with a cash dedication of \$536,000. This will be prorated on a per-lot basis and payable with the final plat.
 22. Civil plans submitted with the preliminary plat must identify parallel, off-street parking areas near the bluff top park.
 23. Staff and the developer shall work together to resolve addressing and street alignment concerns.

Motion Carried 3-2. Mayor Dietz and Councilmember Grupa opposed.

8. GENERAL BUSINESS

8.1 Discuss Work Session Items

The staff report was presented.

No additional items were added.

8.2 LSE Architects Letter of Engagement - Northbound and Cannabound

The staff report was presented.

Mayor Dietz asked what if we engage with the architect, and the property that they are looking at is not acquired. Mr. Stremcha stated that they then will pivot to an alternate site, the preliminary conceptual drawings will be null and void, and the architect will keep \$15,000 of the retainer.

Mayor Dietz asked if we had any alternate sites in mind. Mr. Stremcha stated that they have three potential prospective sites.

Mayor Dietz asked about the estimated costs, saying there would not be enough in the Liquor Store Fund. Mr. Stremcha explained that bonding is an opportunity, with the payments being paid in increments of time or an intergovernmental fund loan to help support the payment.

Mayor Dietz confirmed that no tax money would be used for this project. Mr. Stremcha stated that it was correct.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to approve the Letter of Engagement for professional architectural services with LSE Architects. Motion Carried 5-0.

8.3 Update Contract Amount for the 2024 Downtown Small Area Plan

The staff report was presented.

Councilmember Wagner added that the subcommittee has had two extensive meetings and are asking for a construction schedule to be provided so they know what areas are going to be worked on and for how long in order for the businesses to be able to plan. There is concern from the downtown businesses regarding the project.

Moved by Councilmember Beyer and seconded by Councilmember Grupa to approve a \$3,000 increase to the approved contract for the 2024 Downtown Small Area Plan. Motion Carried 5-0.

8.4 ERX CUP Revocation

This item was deleted from the agenda.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

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

10. MOTION TO ADJOURN REGULAR MEETING

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

The regular meeting adjourned at 7:40 p.m. Mayor Dietz called the work session to order at 7:47 p.m.

II. WORK SESSION

II.1 Discuss Mississippi Road Trail Status

The staff report was presented.

The Council discussed the appraised value differences and the options going forward.

The Council directed staff to bring it back to the next council meeting with the attorney in attendance for legal guidance.

II.2 Joint Meeting with Multipurpose Facility Commission

Council Present: Mayor John Dietz, Councilmembers J. Brian Calva, Cory Grupa, Mike Beyer, and Jennifer Wagner

Multipurpose Facility Advisory Commission Members Present: Commissioners Mike Westgaard, Jim Hecker, Jeb Kotzian, and Kara Walker.

Staff Present: City Administrator Cal Portner, Assistant City Administrator/Business Services Director Joe Stremcha, Community Event Center Manager Katie Harstad, Assistant Manager Jen Katke, Administrative Assistant Laura Estby, and Deputy Clerk Jolene Richter

Commissioner Westgaard called the joint meeting with the Multipurpose Facility Commission to order at 7:55 p.m.

II.2 Multipurpose Facility Advisory Commission Powers and Duties

The staff report was presented.

The Council and the Multipurpose Facility Advisory Commission discussed the purpose of the commission. It was agreed that the commission's roles have changed over the years along with the changing of staff roles at the community center, and as of late, the commission meetings have been more about staff communicating to the commission than making decisions.

Ms. Harstad stated they have been conducting Business Retention and Engagement meetings, which serve the purpose of communicating between user groups.

Commissioner Kotzian expressed concern about disbanding the commission. He stated they have had a commission for over 30 years, and Ms. Harstad has been here for 8 months, and explained that they would like to see Ms. Harstad was there a little longer before they agreed to disband the commission. He explained he would like to see the commission in more of a board of directors role than to be involved in the day-to-day decisions.

Councilmember Grupa asked what type of things they would like to be part of in the decision-making.

Commissioner Kotzian gave an example of putting pickleball courts in the field house and explained the commission may have more ways to reach out to the community in ways that staff may not have access to, or those who may not feel comfortable reaching out to staff can reach out to commission members.

Mayor Dietz asked if they should have a 5-member board that is not affiliated with anything. The commission seemed to agree to more of a board setting, but agreed that it is important to have a senior center representative as a member.

Mayor Dietz asked if they would have to amend the ordinance. Mr. Portner stated yes.

Councilmember Wagner explained that history is important and valuable. She further explained that unless there is transparency, everyone takes what they hear and runs with it. She thinks there is value in the commission for transparency purposes and thinks it is important to have that transparency, as not being a staff-led group, and where the public knows they have a buffer or someone else to go to with questions or discussions other than staff. She further explained that there is still a lot of work to be done. She would like to keep a board, whether it is a user group board or a board of directors. She is open to that discussion, but thinks it is important.

The Council directed the Commission to discuss the responsibilities of the board and what they would like, its bylaws, and come up with a new name, then bring it back to the Council.

11.2 FT Center Financial Report

The staff report was presented.

11.2 FT Center 2026 Ice, Turf, and Room Rental Rates

The staff report was presented.

Mayor Dietz asked if youth hockey would like to know in July. Commissioner Westgaard stated that June would be better. Mayor Dietz stated they should get the ice rates established by June so youth hockey can move forward with their planning.

The Council agreed that the rates presented were a good start.

12. MOTION TO ADJOURN

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

The work session adjourned at 8:49 p.m.

13. CLOSED MEETING - PID #75-00455-0310

Council Present: Mayor John Dietz, Councilmembers J. Brian Calva, Cory Grupa, Mike Beyer, and Jennifer Wagner

Staff Present: City Administrator Cal Portner, Public Works Director/Chief Engineer Justin Femrite, and Deputy Clerk Jolene Richter

Mayor Dietz called the closed meeting to order at 8:53 p.m.

Mayor Dietz read the following statement:

13.1 Statement to be read by the Mayor:

"The City Council will be holding a closed meeting per MN Statute 13D.05, subd. 3(c)(5) to develop or consider offers relating to the possible sale or purchase of real property at:

18116 Naples St NW - PID 75-00455-0310

13.2 Motion Calling Closed Meeting

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

13.3 Hold Closed Meeting

The closed meeting was held.

13.4 Motion to Adjourn Closed Meeting

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

The meeting adjourned at 9:06 p.m.

Minutes prepared by Jolene Richter.

14. INFORMATION

14.1 February Financial Reports

John J. Dietz, Mayor

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.2

Meeting Date
April 21, 2025

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 April 21, 2025.

Background/Discussion
The details for the period ending April 21, 2025, are attached to this request for action.

Total for All Funds	\$791,574.13
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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
 3. 4.2 at3 Check Register-Cr Card

The Elk River Vision

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

Report Criteria:

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

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

Invoice Detail.Created by = {<>} "jdengerud"

Vendor.Vendor number = {<>} 15199

Vendor.Vendor number = {<>} 33300

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ARTISAN BEER COMPANY						
603						
3757047	1	BEER	Invoice	04/02/2025	235.40	603-4-9111-4252
603						
3757048	1	BEER	Invoice	04/02/2025	135.40	603-4-9151-4252
603						
3758868	1	BEER	Invoice	04/09/2025	178.40	603-4-9111-4252
603						
3758869	1	BEER	Invoice	04/09/2025	295.30	603-4-9151-4252
603						
3758870	1	THC PRODUCTS	Invoice	04/09/2025	392.00	603-4-9151-4256
603						
3760172	1	BEER	Invoice	04/16/2025	235.40	603-4-9111-4252
603						
3760173	1	THC PRODUCTS	Invoice	04/16/2025	76.65	603-4-9111-4256
603						
3760174	1	BEER	Invoice	04/16/2025	121.55	603-4-9151-4252
603						
3760175	1	THC PRODUCTS	Invoice	04/16/2025	359.10	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					2,029.20	
CASH						
999						
42125 Clean up Day	1	CLEAN UP DAY START UP CASH	Invoice	04/17/2025	200.00	999-1000
Total 17420 CASH:					200.00	
DAKOTA SCHAFER						
101						
031925	1	UNIFORM ALLOWANCE - SCHAFER	Invoice	03/19/2025	300.00	101-4-2120-4217
Total 15230 DAKOTA SCHAFER:					300.00	
DECKER SUPPLY CO INC						
101						
931952	1	SUPPLIES	Invoice	04/09/2025	1,848.00	101-4-3120-4219
Total 14481 DECKER SUPPLY CO INC:					1,848.00	
GRAFIX SHOPPE						
410						
163242	1	GRAPHICS-CHIEF 4	Invoice	04/07/2025	2,675.00	410-4-2310-4560
Total 20275 GRAFIX SHOPPE:					2,675.00	
MEDICINE LAKE TOURS						
101						
3252025 MIA	1	MIA TRIP 4/24/25	Invoice	03/25/2025	1,460.00	101-4-5510-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13038 MEDICINE LAKE TOURS:					1,460.00	
METRO PRODUCTS INC.						
101						
185573	1	SUPPLIES	Invoice	03/28/2025	46.06	101-4-3120-4219
101						
185573	2	SUPPLIES	Invoice	03/28/2025	46.07	101-4-3150-4219
101						
185573	3	SUPPLIES	Invoice	03/28/2025	46.07	101-4-5110-4219
101						
185721	1	SUPPLIES	Invoice	04/09/2025	331.97	101-4-3120-4219
101						
185721	2	SUPPLIES	Invoice	04/09/2025	331.97	101-4-3150-4219
101						
185721	3	SUPPLIES	Invoice	04/09/2025	331.98	101-4-5110-4219
Total 25198 METRO PRODUCTS INC.:					1,134.12	
MIDWAY FORD						
101						
879120	1	PARTS #19	Invoice	04/07/2025	636.90	101-4-3150-4221
Total 11156 MIDWAY FORD:					636.90	
MINNESOTA AMATEUR SOFTBAL						
101						
8262	1	SOFTBALLS	Invoice	04/15/2025	720.00	101-4-5220-4219
Total 13583 MINNESOTA AMATEUR SOFTBAL:					720.00	
MINNESOTA EQUIPMENT						
101						
P42681	1	PARTS #734	Invoice	04/09/2025	44.05	101-4-5110-4221
Total 12620 MINNESOTA EQUIPMENT:					44.05	
N C S I						
101						
55924	1	BACKGROUND CHECK-PARKS	Invoice	04/01/2025	18.50	101-4-5110-4409
101						
55924	2	BACKGROUND CHECK-RECREATIO	Invoice	04/01/2025	18.50	101-4-5220-4409
221						
55924	3	BACKGROUND CHECK-FTCEC	Invoice	04/01/2025	129.50	221-4-5410-4409
Total 27519 N C S I:					166.50	
NEW FRANCE WINE CO						
603						
241086	1	LIQUOR	Invoice	04/08/2025	228.00	603-4-9111-4251
603						
241086	2	FREIGHT	Invoice	04/08/2025	2.50	603-4-9111-4332
Total 27999 NEW FRANCE WINE CO:					230.50	
PRINCETON RENTAL INC						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1-106067	1	EQUIPMENT REPAIRS	Invoice	03/27/2025	139.19	101-4-5110-4404
101						
1-571933	1	EQUIPMENT RENTAL - SOD CUTTER	Invoice	04/15/2025	66.51	101-4-5110-4415
Total 10469 PRINCETON RENTAL INC:					205.70	
ROCKWOODS BANQUET CENTER						
221						
E11449	1	TABLE LINENS - RENT	Invoice	04/12/2025	90.00	221-4-5430-4219
221						
E11449	2	LINEN NAPKINS - RENT	Invoice	04/12/2025	75.00	221-4-5430-4219
Total 31205 ROCKWOODS BANQUET CENTER:					165.00	
STEP SAVER INC						
101						
183082	1	BULK SALT-POLICE DEPT	Invoice	04/09/2025	102.00	101-4-2190-4219
Total 13048 STEP SAVER INC:					102.00	
WALMAN OPTICAL						
101						
593910-1	1	SAFETY GLASSES-S TAYLOR	Invoice	04/08/2025	195.00	101-4-3150-4219
Total 35960 WALMAN OPTICAL:					195.00	
WAL-MART COMMUNITY CARD						
101						
4-7-25 WALMART	1	SUPPLIES	Invoice	04/07/2025	103.06	101-4-5510-4219
221						
4-7-25 WALMART	2	CONCESSIONS-FTCENTER	Invoice	04/07/2025	53.65	221-4-5430-4259
Total 35945 WAL-MART COMMUNITY CARD:					156.71	
WINE MERCHANTS						
603						
7513643	1	WINE	Invoice	04/02/2025	512.00	603-4-9151-4253
603						
7513643	2	FREIGHT	Invoice	04/02/2025	7.74	603-4-9151-4332
603						
7514586	1	WINE	Invoice	04/09/2025	745.00	603-4-9111-4253
603						
7514586	2	FREIGHT	Invoice	04/09/2025	10.32	603-4-9111-4332
603						
7514935	1	WINE	Invoice	04/11/2025	640.00	603-4-9111-4253
603						
7514935	2	FREIGHT	Invoice	04/11/2025	8.60	603-4-9111-4332
603						
7515401	1	WINE	Invoice	04/16/2025	942.00	603-4-9111-4253
603						
7515401	2	FREIGHT	Invoice	04/16/2025	17.20	603-4-9111-4332
603						
7515402	1	WINE	Invoice	04/16/2025	160.00	603-4-9151-4253
603						
7515402	2	FREIGHT	Invoice	04/16/2025	3.44	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
7515403	1	WINE	Invoice	04/16/2025	1,372.00	603-4-9151-4253
603						
7515403	2	FREIGHT	Invoice	04/16/2025	18.92	603-4-9151-4332
603						
7515404	1	WINE	Invoice	04/16/2025	112.00	603-4-9151-4253
603						
7515404	2	FREIGHT	Invoice	04/16/2025	1.72	603-4-9151-4332
Total 36425 WINE MERCHANTS:					4,550.94	
ADVANCED ENGINEERING AND						
406						
101867	1	NE SEWER/WATER SUB STUDY	Invoice	04/08/2025	8,234.75	406-4-8010-4319
Total 14907 ADVANCED ENGINEERING AND:					8,234.75	
AID ELECTRIC CORPORATION						
211						
82220	1	ADD RECEPTACLE	Invoice	04/10/2025	355.55	211-4-5600-4401
101						
82221	1	REWIRE PRV	Invoice	04/10/2025	629.00	101-4-1600-4401
603						
82222	1	REPROGRAM LIGHTING PANEL	Invoice	04/09/2025	182.00	603-4-9152-4404
Total 10373 AID ELECTRIC CORPORATION:					1,166.55	
AMAZON CAPITAL SERVICES						
101						
1171-Q77N-6FWQ	1	VOLLEYBALLS-WOMENS LEAGUE	Invoice	04/07/2025	74.32	101-4-5220-4219
101						
14JQ-PCVL-1HFF	1	CONCERT SERIES FRAME	Invoice	04/07/2025	32.99	101-4-5210-4219
101						
19WK-M3HY-7WL6	1	TOGGLE SWITCH - SAUNA	Invoice	04/11/2025	8.63	101-4-2310-4219
221						
1JD7-49WH-3X43	1	BATTING CAGE NETTING	Invoice	04/10/2025	779.98	221-4-5400-4219
221						
1JNC-TVF9-L3WQ	1	CURTAINS	Invoice	04/08/2025	159.50	221-4-5400-4219
101						
1L9C-VLQ7-4X4P	1	PROGRAM SUPPLIES	Invoice	04/02/2025	112.84	101-4-5510-4219
605						
1Q96-CGGL-FTPR	1	COMPOSTABLE BAGS - ORGANICS	Invoice	04/15/2025	181.63	605-4-9230-4219
101						
1TM6-VCDC-YNMD	1	DETECTIVE UNIT SUPPLIES	Invoice	03/26/2025	93.80	101-4-2130-4219
101						
1V9P-W4KH-764W	1	OFFICE SUPPLIES	Invoice	04/01/2025	12.79	101-4-3120-4201
101						
1VHQ-GQ7N-LDCD	1	SHOP SUPPLIES	Invoice	04/08/2025	58.62	101-4-3150-4219
101						
1VJL-49QM-9GLG	1	CARDSTOCK	Invoice	04/11/2025	63.38	101-4-1120-4201
101						
1W6K-M6HW-CJN4	1	PHONE CASES/SCREEN PROTECTO	Invoice	04/04/2025	568.65	101-4-2110-4219
101						
1WGT-T3Y4-6CDT	1	PHONE CASES	Invoice	04/10/2025	658.00	101-4-2110-4219
101						
1XJQ-4GPP-K9HT	1	SUPPLIES	Invoice	04/08/2025	699.75	101-4-2320-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
294						
1XLV-9YCM-4G7T	1	HOLSTERS FOR DUTY WEAPONS	Invoice	04/10/2025	815.29	294-4-2220-4219
101						
1XML-F9HP-1MGN	1	SHOP SUPPLIES	Invoice	04/09/2025	35.98	101-4-3150-4219
Total 13706 AMAZON CAPITAL SERVICES:					4,356.15	
AXON ENTERPRISE, INC.						
101						
INUS330264	1	AXON CONTRACT - 2025	Invoice	03/11/2025	83,500.00	101-4-2120-4404
290						
INUS330264	2	AXON CONTRACT - 2025 INCREASE-	Invoice	03/11/2025	24,838.01	290-4-2330-4219
Total 13529 AXON ENTERPRISE, INC.:					108,338.01	
B. CAUSE, INC						
101						
050225	1	ENTERTAINMENT 05/02/25	Invoice	03/31/2025	225.00	101-4-5510-4409
Total 52265 B. CAUSE, INC:					225.00	
BELLBOY CORP BAR SUPPLY						
603						
109683800	1	POP/MISC	Invoice	04/11/2025	29.70	603-4-9151-4255
603						
109683800	2	FREIGHT	Invoice	04/11/2025	2.69	603-4-9151-4332
603						
109683900	1	POP/MISC	Invoice	04/11/2025	72.00	603-4-9111-4255
603						
109683900	2	FREIGHT	Invoice	04/11/2025	2.88	603-4-9111-4332
Total 11810 BELLBOY CORP BAR SUPPLY:					107.27	
BELLBOY CORPORATION						
603						
207369500	1	LIQUOR	Invoice	04/11/2025	558.00	603-4-9151-4251
603						
207369500	2	FREIGHT	Invoice	04/11/2025	11.55	603-4-9151-4332
603						
207369600	1	WINE	Invoice	04/11/2025	84.00	603-4-9111-4253
603						
207369600	2	FREIGHT	Invoice	04/11/2025	1.65	603-4-9111-4332
603						
207369700	1	THC PRODUCTS	Invoice	04/11/2025	1,728.00	603-4-9111-4256
603						
207369700	2	FREIGHT	Invoice	04/11/2025	26.40	603-4-9111-4332
603						
207369900	1	LIQUOR	Invoice	04/11/2025	812.16	603-4-9111-4251
603						
207369900	2	FREIGHT	Invoice	04/11/2025	11.83	603-4-9111-4332
603						
207381300	1	THC PRODUCTS	Invoice	04/14/2025	216.00	603-4-9111-4256
Total 11800 BELLBOY CORPORATION:					3,449.59	
BERNICK'S						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10341406	1	POP/MISC	Invoice	04/09/2025	86.76	603-4-9111-4255
603						
10341407	1	THC PRODUCTS	Invoice	04/09/2025	75.00	603-4-9111-4256
603						
10341408	1	BEER	Invoice	04/09/2025	3,871.25	603-4-9111-4252
603						
10341409	1	BEER CREDIT	Invoice	04/09/2025	37.57-	603-4-9111-4252
603						
10341410	1	POP/MISC	Invoice	04/09/2025	20.84	603-4-9151-4255
603						
10341411	1	BEER	Invoice	04/09/2025	2,708.25	603-4-9151-4252
603						
10341412	1	THC PRODUCTS CREDIT	Invoice	04/09/2025	6.70-	603-4-9151-4256
603						
10341413	1	BEER CREDIT	Invoice	04/09/2025	90.15-	603-4-9151-4252
603						
10344147	1	POP/MISC	Invoice	04/16/2025	219.16	603-4-9111-4255
603						
10344149	1	THC PRODUCTS	Invoice	04/16/2025	377.50	603-4-9111-4256
603						
10344153	1	BEER	Invoice	04/16/2025	4,004.70	603-4-9111-4252
221						
I70568	1	POP	Invoice	04/10/2025	162.51	221-4-5430-4259
Total 11950 BERNICK'S:					11,391.55	
BETTER HEALTH COLLECTIVE						
101						
INV00004225	1	WELLRIGHT FOR OFF PLAN EMPLO	Invoice	04/02/2025	220.40	101-4-1220-4201
Total 52378 BETTER HEALTH COLLECTIVE:					220.40	
BLAINE LOCK & SAFE, INC						
603						
33095	1	ELECTRONIC SAFE LOCK REPAIRS	Invoice	04/02/2025	455.00	603-4-9152-4404
101						
40549	1	KEY CUT	Invoice	04/03/2025	6.50	101-4-5110-4401
Total 12256 BLAINE LOCK & SAFE, INC:					461.50	
BOLTON & MENK, INC						
245						
359698	1	2024 DOWNTOWN AREA PLAN	Invoice	03/31/2025	8,995.50	245-4-6210-4319
Total 11019 BOLTON & MENK, INC:					8,995.50	
BREAKTHRU BEVERAGE MINNESOTA						
603						
120797917	1	LIQUOR	Invoice	04/03/2025	.04	603-4-9151-4251
603						
120797917	2	FREIGHT	Invoice	04/03/2025	5.80	603-4-9151-4332
603						
120797918	1	LIQUOR	Invoice	04/03/2025	287.31	603-4-9151-4251
603						
120797918	2	FREIGHT	Invoice	04/03/2025	6.16	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
120876721	1	WINE	Invoice	04/09/2025	864.00	603-4-9151-4253
603						
120876721	2	FREIGHT	Invoice	04/09/2025	11.60	603-4-9151-4332
603						
120876722	1	POP/MISC	Invoice	04/09/2025	51.60	603-4-9151-4255
603						
120876722	2	FREIGHT	Invoice	04/09/2025	2.90	603-4-9151-4332
603						
120876723	1	LIQUOR	Invoice	04/09/2025	225.00	603-4-9151-4251
603						
120876723	2	FREIGHT	Invoice	04/09/2025	1.45	603-4-9151-4332
603						
120876724	1	FREIGHT	Invoice	04/09/2025	.36	603-4-9151-4332
603						
413321569	1	WINE CREDIT	Invoice	03/07/2025	36.00-	603-4-9151-4253
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					1,420.22	
603						
120798057	1	LIQUOR	Invoice	04/03/2025	413.53	603-4-9111-4251
603						
120798057	2	FREIGHT	Invoice	04/03/2025	5.80	603-4-9111-4332
603						
120798058	1	WINE	Invoice	04/03/2025	1,100.00	603-4-9111-4253
603						
120798058	2	FREIGHT	Invoice	04/03/2025	17.40	603-4-9111-4332
603						
120798958	1	BEER	Invoice	04/03/2025	270.00	603-4-9111-4252
603						
120872932	1	BEER	Invoice	04/09/2025	292.50	603-4-9111-4252
603						
120872970	1	WINE	Invoice	04/09/2025	736.00	603-4-9111-4253
603						
120872970	2	FREIGHT	Invoice	04/09/2025	5.80	603-4-9111-4332
603						
120876831	1	POP/MISC	Invoice	04/09/2025	153.88	603-4-9111-4255
603						
120876831	2	FREIGHT	Invoice	04/09/2025	7.25	603-4-9111-4332
603						
120876832	1	LIQUOR	Invoice	04/09/2025	2,580.50	603-4-9111-4251
603						
120876832	2	FREIGHT	Invoice	04/09/2025	58.00	603-4-9111-4332
603						
120876833	1	WINE	Invoice	04/09/2025	480.00	603-4-9111-4253
603						
120876833	2	FREIGHT	Invoice	04/09/2025	5.80	603-4-9111-4332
603						
413410574	1	LIQUOR CREDIT	Invoice	04/03/2025	69.73-	603-4-9111-4251
603						
413410574	2	FREIGHT	Invoice	04/03/2025	1.45-	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					6,055.28	
C & L DISTRIBUTING CO						
603						
1839001267	1	BEER CREDIT	Invoice	04/02/2025	151.00-	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2079969	1	BEER	Invoice	04/02/2025	7,869.15	603-4-9151-4252
603						
2080467	1	THC PROCUCTS	Invoice	04/02/2025	560.75	603-4-9151-4256
603						
2083503	1	BEER CREDIT	Invoice	04/09/2025	81.30-	603-4-9151-4252
603						
2083504	1	LIQUOR	Invoice	04/09/2025	1,527.75	603-4-9151-4251
603						
2083505	1	BEER	Invoice	04/09/2025	7,202.20	603-4-9151-4252
Total 8003 C & L DISTRIBUTING CO:					16,927.55	
603						
1839001268	1	BEER CREDIT	Invoice	04/02/2025	82.96-	603-4-9111-4252
603						
1839001269	1	BEER	Invoice	04/02/2025	54.40	603-4-9111-4252
603						
2080772	1	BEER	Invoice	04/02/2025	4,126.02	603-4-9111-4252
603						
2081221	1	LIQUOR	Invoice	04/02/2025	1,633.80	603-4-9111-4251
603						
2081222	1	THC PRODUCTS	Invoice	04/02/2025	449.00	603-4-9111-4256
603						
2081238	1	BEER	Invoice	04/02/2025	1,971.60	603-4-9111-4252
603						
2082586	1	BEER	Invoice	04/07/2025	7,512.60	603-4-9111-4252
603						
2084930	1	BEER CREDIT	Invoice	04/09/2025	162.00-	603-4-9111-4252
603						
2084931	1	BEER	Invoice	04/09/2025	2,059.55	603-4-9111-4252
603						
2086285	1	BEER	Invoice	04/14/2025	7,853.15	603-4-9111-4252
603						
2616000682	1	BEER CREDIT	Invoice	04/07/2025	69.00-	603-4-9111-4252
603						
2616000694	1	BEER CREDIT	Invoice	04/14/2025	21.30-	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					25,324.86	
CAL PORTNER						
101						
41525 CP	1	REIMB PHONE JAN-MAR PORTNER	Invoice	04/15/2025	90.00	101-4-1210-4321
Total 11583 CAL PORTNER:					90.00	
CAMPBELL KNUTSON P.A.						
821						
3237G MAR 25	1	OA 24-05 SPECHT FARM	Invoice	03/31/2025	333.00	821-2200
821						
3237G MAR 25	2	P 24-14 BRADFORD PARK SECOND	Invoice	03/31/2025	166.50	821-2200
821						
3237G MAR 25	3	P 25-06 ELK HILLS SECOND	Invoice	03/31/2025	259.00	821-2200
101						
3237G MAR 25	4	MARCH GEN LEGAL	Invoice	03/31/2025	6,715.85	101-4-1400-4304

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12076 CAMPBELL KNUTSON P.A.:					7,474.35	
CCP DIRECT						
602						
IN05321276	1	NITRILE GLOVES	Invoice	03/28/2025	849.61	602-4-9020-4219
Total 13325 CCP DIRECT:					849.61	
CERTIFIED LABORATORIES						
101						
9105041	1	SUPPLIES	Invoice	04/04/2025	189.95	101-4-5110-4219
Total 13895 CERTIFIED LABORATORIES:					189.95	
CHARTER COMMUNICATIONS						
101						
175341301 APR 25	1	UTILITIES	Invoice	04/07/2025	69.99	101-4-1600-4389
101						
175341301 APR 25	2	UTILITIES	Invoice	04/07/2025	99.98	101-4-2190-4389
101						
175341301 APR 25	3	UTILITIES	Invoice	04/07/2025	59.98	101-4-5110-4389
101						
175341301 APR 25	4	TELEPHONE	Invoice	04/07/2025	95.70	101-4-3120-4321
101						
175341301 APR 25	5	TELEPHONE	Invoice	04/07/2025	378.24	101-4-2310-4321
101						
175341301 APR 25	6	UTILITIES	Invoice	04/07/2025	41.82	101-4-2330-4389
101						
175341301 APR 25	7	TELEPHONE	Invoice	04/07/2025	98.53	101-4-2110-4321
221						
175341301 APR 25	8	TELEPHONE	Invoice	04/07/2025	347.55	221-4-5400-4321
101						
175341301 APR 25	9	TELEPHONE	Invoice	04/07/2025	190.00	101-4-1350-4321
603						
175341301 APR 25	10	TELEPHONE	Invoice	04/07/2025	29.99	603-4-9112-4321
101						
175341301 APR 25	11	TELEPHONE	Invoice	04/07/2025	43.96	101-4-1600-4321
Total 13954 CHARTER COMMUNICATIONS:					1,455.74	
CINTAS CORPORATION LOC 470						
602						
4226018045	1	UNIFORMS RENTAL/CLEANING	Invoice	04/02/2025	159.82	602-4-9020-4417
603						
4226314821	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/04/2025	47.35	603-4-9152-4404
603						
4226314933	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/04/2025	43.67	603-4-9112-4404
602						
4226790786	1	UNIFORMS RENTAL/CLEANING	Invoice	04/09/2025	149.65	602-4-9020-4417
603						
4227125800	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/11/2025	52.78	603-4-9112-4404
603						
4227126065	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	04/11/2025	56.35	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					509.62	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
CNH ARCHITECTS LTD						
292						
3484	1	MAR SERVICES - FIRE STATION 1	Invoice	03/31/2025	5,962.93	292-4-2310-4319
Total 52295 CNH ARCHITECTS LTD:					5,962.93	
CROW RIVER FARM EQUIPMENT						
101						
212284	1	SUPPLIES	Invoice	03/24/2025	681.85	101-4-3120-4219
101						
212284	2	SUPPLIES	Invoice	03/24/2025	681.86	101-4-5110-4219
Total 15451 CROW RIVER FARM EQUIPMENT:					1,363.71	
CUB FOODS						
101						
104351117268	1	PROGRAM SUPPLIES	Invoice	04/15/2025	37.95	101-4-5510-4219
Total 15550 CUB FOODS:					37.95	
CYBER ADVISORS, INC.						
101						
130636	1	3CX ANNUAL RENEWAL	Invoice	04/08/2025	3,233.12	101-4-1350-4404
Total 15723 CYBER ADVISORS, INC.:					3,233.12	
DACOTAH PAPER CO						
101						
15332	1	SUPPLIES - HOT CUPS	Invoice	04/01/2025	67.48	101-4-5510-4219
101						
16626	1	CLEANING SUPPLIES	Invoice	04/03/2025	72.49	101-4-2190-4219
221						
19930	1	TRASH LINERS, TOILET TISSUE	Invoice	04/10/2025	447.10	221-4-5400-4219
101						
21845	1	CAN LINERS, TOILET PAPER, CLEAN	Invoice	04/15/2025	3,751.75	101-4-5110-4219
Total 15887 DACOTAH PAPER CO:					4,338.82	
DAHLHEIMER BEVERAGE, LLC						
603						
2433085	1	BEER	Invoice	04/07/2025	6,696.35	603-4-9151-4252
603						
2436723	1	BEER	Invoice	04/03/2025	141.80	603-4-9151-4252
603						
2436725	1	BEER	Invoice	04/03/2025	3,611.00	603-4-9151-4252
603						
2439312	1	BEER CREDIT	Invoice	04/04/2025	4.80-	603-4-9151-4252
603						
2442840	1	POP/MISC	Invoice	04/10/2025	25.00	603-4-9151-4255
603						
2442841	1	BEER	Invoice	04/10/2025	3,021.29	603-4-9151-4252
603						
2444758	1	BEER	Invoice	04/14/2025	28.25	603-4-9151-4252
603						
2444759	1	BEER	Invoice	04/14/2025	10,768.60	603-4-9151-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 8005 DAHLHEIMER BEVERAGE, LLC:					24,287.49	
221						
2443767	1	BEER	Invoice	04/11/2025	301.40	221-4-5430-4252
Total 15366 DAHLHEIMER BEVERAGE, LLC:					301.40	
603						
2436684	1	BEER	Invoice	04/03/2025	6,664.85	603-4-9111-4252
603						
2438687	1	THC PRODUCTS	Invoice	04/07/2025	368.00	603-4-9111-4256
603						
2438741	1	BEER	Invoice	04/07/2025	7,186.67	603-4-9111-4252
603						
2439313	1	BEER CREDIT	Invoice	04/04/2025	37.10-	603-4-9111-4252
603						
2442737	1	THC PRODUCTS	Invoice	04/10/2025	96.00	603-4-9111-4256
603						
2442738	1	BEER	Invoice	04/10/2025	7,387.35	603-4-9111-4252
603						
2444335	1	BEER	Invoice	04/14/2025	8,409.12	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					30,074.89	
DALE MORRELL						
101						
432564	1	SUPPLIES - ARCHERY TARGETS	Invoice	03/27/2025	3,032.23	101-4-5110-4219
Total 14656 DALE MORRELL:					3,032.23	
DANIELLE FAULHABER						
101						
92	1	TRANSCRIPTION SERVICES - APR	Invoice	04/01/2025	771.46	101-4-2150-4409
Total 13642 DANIELLE FAULHABER:					771.46	
DARREN MCKERNAN						
101						
0	1	TRAINING - REIMBURSEMENT	Invoice	04/10/2025	445.51	101-4-2110-4331
Total 25036 DARREN MCKERNAN:					445.51	
DISTINCTIVE WINDOW CLEANING						
101						
11304421	1	EXTERIOR WINDOW CLNG-CITY HAL	Invoice	04/03/2025	262.00	101-4-1600-4401
101						
11304421	2	EXTERIOR WINDOW CLNG-FS 1	Invoice	04/03/2025	31.00	101-4-2310-4401
101						
11304421	3	EXTERIOR WINDOW CLNG-FS 2	Invoice	04/03/2025	118.00	101-4-2310-4401
101						
11304421	4	EXTERIOR WINDOW CLNG-FS 3	Invoice	04/03/2025	533.00	101-4-2310-4401
101						
11304421	5	EXTERIOR WINDOW CLNG-PBL SF	Invoice	04/03/2025	256.00	101-4-2190-4401
101						
11304421	6	EXTERIOR WINDOW CLNG-UTIL	Invoice	04/03/2025	201.00	101-4-1600-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
211						
11304421	7	EXTERIOR WINDOW CLNG-LIBRARY	Invoice	04/03/2025	245.00	211-4-5600-4401
101						
11304421	8	EXTERIOR WINDOW CLNG-PW	Invoice	04/03/2025	162.00	101-4-3120-4401
603						
11304422	1	EXTERIOR WINDOW CLNG-NB	Invoice	04/03/2025	107.88	603-4-9112-4404
603						
11304422	2	EXTERIOR WINDOW CLNG-WB	Invoice	04/03/2025	108.96	603-4-9152-4404
Total 16448 DISTINCTIVE WINDOW CLEANING:					2,024.84	
DOLPHIN CAR WASH INC						
101						
1243-R-0049	1	VEHICLE WASHING	Invoice	04/08/2025	150.00	101-4-2320-4404
Total 16625 DOLPHIN CAR WASH INC:					150.00	
E C M PUBLISHERS INC						
101						
1042917	1	BOARD OF APPEAL & EQUALIZATIO	Invoice	04/05/2025	86.00	101-4-1110-4359
101						
1043840	1	PH NOTICE - JONES CUP 25-03	Invoice	04/12/2025	103.20	101-4-1510-4359
101						
1043841	1	PH NOTICE - GOMEZ HOME OCC IU	Invoice	04/12/2025	103.20	101-4-1510-4359
101						
1043842	1	PH NOTICE - LONG SETBACK VARIA	Invoice	04/12/2025	111.80	101-4-1510-4359
101						
1043843	1	PH NOTICE - SPECHT FARM ZONE C	Invoice	04/12/2025	292.40	101-4-1510-4359
101						
1043844	1	PH NOTICE - CITY ORDINANCE OA 2	Invoice	04/12/2025	103.20	101-4-1510-4359
101						
1043845	1	PH NOTICE - COPELAND SETBACK	Invoice	04/12/2025	111.80	101-4-1510-4359
221						
1043907	1	SUPPLIES - ENVELOPES	Invoice	04/10/2025	194.00	221-4-5400-4219
Total 17000 E C M PUBLISHERS INC:					1,105.60	
ELK RIVER MUNICIPAL UTILITIES						
603						
4-10-25 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	04/10/2025	1,773.47	603-4-9152-4389
101						
4-10-25 ERMU	2	ELECTRIC	Invoice	04/10/2025	57.00	101-4-3120-4389
101						
4-10-25 ERMU	3	ELECTRIC	Invoice	04/10/2025	32.68	101-4-3120-4389
602						
4-10-25 ERMU	4	WATER/ELECTRIC	Invoice	04/10/2025	25,640.68	602-4-9020-4389
101						
4-10-25 ERMU	5	WATER/ELECTRIC	Invoice	04/10/2025	1,145.46	101-4-5110-4389
602						
4-10-25 ERMU	6	ELECTRIC	Invoice	04/10/2025	3,625.15	602-4-9050-4389
101						
4-10-25 ERMU	7	ELECTRIC	Invoice	04/10/2025	77.37	101-4-2330-4389
101						
4-10-25 ERMU	8	ELECTRIC	Invoice	04/10/2025	294.05	101-4-5110-4389
101						
4-10-25 ERMU	9	WATER/SEWER	Invoice	04/10/2025	35.59	101-4-5110-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
4-10-25 ERMU	10	WATER/ELECTRIC/SEWER	Invoice	04/10/2025	6,740.12	101-4-2190-4389
101						
4-10-25 ERMU	11	WATER/ELECTRIC/SEWER	Invoice	04/10/2025	759.99	101-4-2310-4389
211						
4-10-25 ERMU	12	WATER/ELECTRIC/SEWER	Invoice	04/10/2025	2,787.06	211-4-5600-4389
101						
4-10-25 ERMU	13	WATER/ELECTRIC/SEWER/STMWTR	Invoice	04/10/2025	3,166.09	101-4-1600-4389
101						
4-10-25 ERMU	14	ELECTRIC	Invoice	04/10/2025	64.52	101-4-2190-4389
101						
4-3-25 ERMU	1	WATER/ELECTRIC	Invoice	04/03/2025	959.50	101-4-5110-4389
602						
4-3-25 ERMU	2	ELECTRIC	Invoice	04/03/2025	1,456.29	602-4-9050-4389
101						
4-3-25 ERMU	3	ELECTRIC	Invoice	04/03/2025	136.90	101-4-2330-4389
101						
4-3-25 ERMU	4	ELECTRIC	Invoice	04/03/2025	64.52	101-4-2190-4389
101						
4-3-25 ERMU	5	ELECTRIC	Invoice	04/03/2025	32.00	101-4-5110-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					48,848.44	
605						
2349	1	BILLING SVCS - MAR 25	Invoice	03/31/2025	2,357.36	605-4-9210-4319
602						
2349	2	BILLING SVCS - MAR 25	Invoice	03/31/2025	592.50	602-4-9010-4319
607						
2349	3	BILLING SVCS - MAR 25	Invoice	03/31/2025	867.45	607-4-9310-4319
605						
2349	4	ER TAXES - JAN & FEB	Invoice	03/31/2025	454.70	605-4-9210-4319
Total 17701 ELK RIVER MUNICIPAL UTILITIES:					4,272.01	
ELK RIVER PRINTING & VENTURE						
101						
1920821	1	ACADEMY INVITES	Invoice	04/07/2025	42.75	101-4-2310-4359
Total 17760 ELK RIVER PRINTING & VENTURE:					42.75	
FASTENAL COMPANY						
101						
MNELK141630	1	SUPPLIES - VENDING	Invoice	04/04/2025	212.36	101-4-5110-4219
101						
MNELK141630	2	SUPPLIES - VENDING	Invoice	04/04/2025	194.72	101-4-3120-4219
Total 18453 FASTENAL COMPANY:					407.08	
FES, INC.						
101						
21444	1	LION SMOKE FLUID	Invoice	04/05/2025	115.00	101-4-2320-4331
Total 15222 FES, INC.:					115.00	
GATR TRUCK CENTER						
101						
5P587191	1	PARTS #41	Invoice	04/11/2025	53.03	101-4-3150-4221

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 19729 GATR TRUCK CENTER:					53.03	
GERTENS						
101						
6565/11	1	SUPPLIES	Invoice	04/09/2025	51.95	101-4-3120-4219
Total 13257 GERTENS:					51.95	
GOPHER STATE ONE-CALL INC						
602						
5030375	1	LOCATION CALLS	Invoice	03/31/2025	230.85	602-4-9020-4404
Total 20150 GOPHER STATE ONE-CALL INC:					230.85	
GRAINGER						
602						
9469720123	1	TRUCK/VAN DOOR STORAGE TRAY	Invoice	04/10/2025	1,799.71	602-4-9020-4219
101						
9475045911	1	EYE WASH CARTRIDGE	Invoice	04/16/2025	261.77	101-4-2310-4219
Total 20300 GRAINGER:					2,061.48	
GRANITE CITY JOBBING CO						
603						
448170	1	POP/MISC	Invoice	04/04/2025	834.10	603-4-9111-4255
603						
448170	2	FREIGHT	Invoice	04/04/2025	5.00	603-4-9111-4332
603						
448170	3	SUPPLIES	Invoice	04/04/2025	141.32	603-4-9112-4219
603						
449385	1	POP/MISC	Invoice	04/11/2025	983.43	603-4-9111-4255
603						
449385	2	THC PRODUCTS	Invoice	04/11/2025	110.00	603-4-9111-4256
603						
449385	3	FREIGHT	Invoice	04/11/2025	5.00	603-4-9111-4332
603						
449385	4	SUPPLIES	Invoice	04/11/2025	107.28	603-4-9112-4219
603						
449386	1	SUPPLIES	Invoice	04/11/2025	19.84	603-4-9152-4219
603						
449386	2	FREIGHT	Invoice	04/11/2025	5.00	603-4-9151-4332
603						
449386	3	POP/MISC	Invoice	04/11/2025	712.82	603-4-9151-4255
603						
449386	4	THC PRODUCTS	Invoice	04/11/2025	70.00	603-4-9151-4256
Total 10654 GRANITE CITY JOBBING CO:					2,993.79	
HAWKINS & BAUMGARTNER, P.A.						
101						
040425	1	APR PROSECUTION SVCS	Invoice	04/04/2025	17,034.54	101-4-1400-4304
Total 21048 HAWKINS & BAUMGARTNER, P.A.:					17,034.54	
HOME DEPOT CREDIT SERVICES						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
2014563	1	PAINTING SUPPLIES	Invoice	04/09/2025	268.05	221-4-5400-4219
221						
2190062	1	PAINTING SUPPLIES	Invoice	03/20/2025	212.20	221-4-5400-4219
221						
2821 48569	1	PAINTING SUPPLIES	Invoice	04/10/2025	263.69	221-4-5400-4219
Total 21600 HOME DEPOT CREDIT SERVICES:					743.94	
INK WIZARDS						
101						
11526	1	UNIFORMS	Invoice	04/03/2025	134.00	101-4-1600-4217
Total 22250 INK WIZARDS:					134.00	
INSIGHT BREWING COMPANY, LLC						
603						
23118	1	BEER	Invoice	04/10/2025	173.79	603-4-9111-4252
603						
23120	1	BEER	Invoice	04/10/2025	178.40	603-4-9151-4252
Total 52377 INSIGHT BREWING COMPANY, LLC:					352.19	
JOHNSON BROS LIQUOR						
603						
129744	1	POP/MISC CREDIT	Invoice	03/28/2025	22.36-	603-4-9151-4255
603						
130962	1	WINE CREDIT	Invoice	04/10/2025	5.56-	603-4-9151-4253
603						
2759490	1	LIQUOR	Invoice	04/02/2025	1,692.75	603-4-9111-4251
603						
2759490	2	FREIGHT	Invoice	04/02/2025	24.08	603-4-9111-4332
603						
2759491	1	WINE	Invoice	04/02/2025	4,800.30	603-4-9111-4253
603						
2759491	2	FREIGHT	Invoice	04/02/2025	118.68	603-4-9111-4332
603						
2759492	1	POP/MISC	Invoice	04/02/2025	32.00	603-4-9111-4255
603						
2759492	2	FREIGHT	Invoice	04/02/2025	1.72	603-4-9111-4332
603						
2759493	1	LIQUOR	Invoice	04/02/2025	3,287.20	603-4-9111-4251
603						
2759493	2	FREIGHT	Invoice	04/02/2025	34.40	603-4-9111-4332
603						
2759494	1	LIQUOR	Invoice	04/02/2025	387.00	603-4-9151-4251
603						
2759494	2	FREIGHT	Invoice	04/02/2025	3.44	603-4-9151-4332
603						
2759495	1	WINE	Invoice	04/02/2025	44.00	603-4-9151-4253
603						
2759495	2	FREIGHT	Invoice	04/02/2025	1.72	603-4-9151-4332
603						
2759496	1	LIQUOR	Invoice	04/02/2025	1,765.50	603-4-9151-4251
603						
2759496	2	FREIGHT	Invoice	04/02/2025	20.64	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2761586	1	WINE	Invoice	04/04/2025	240.00	603-4-9111-4253
603						
2761586	2	FREIGHT	Invoice	04/04/2025	10.32	603-4-9111-4332
603						
2764388	1	LIQUOR	Invoice	04/09/2025	90.00	603-4-9111-4251
603						
2764388	2	FREIGHT	Invoice	04/09/2025	1.72	603-4-9111-4332
603						
2764389	1	LIQUOR	Invoice	04/09/2025	1,949.80	603-4-9111-4251
603						
2764389	2	FREIGHT	Invoice	04/09/2025	17.34	603-4-9111-4332
603						
2764390	1	WINE	Invoice	04/09/2025	2,647.42	603-4-9111-4253
603						
2764390	2	FREIGHT	Invoice	04/09/2025	71.81	603-4-9111-4332
603						
2764391	1	THC PRODUCTS	Invoice	04/09/2025	341.55	603-4-9111-4256
603						
2764392	1	WINE	Invoice	04/09/2025	273.00	603-4-9151-4253
603						
2764392	2	FREIGHT	Invoice	04/09/2025	6.02	603-4-9151-4332
603						
2764393	1	LIQUOR	Invoice	04/09/2025	90.00	603-4-9151-4251
603						
2764393	2	FREIGHT	Invoice	04/09/2025	1.72	603-4-9151-4332
603						
2764394	1	LIQUOR	Invoice	04/09/2025	1,737.50	603-4-9111-4251
603						
2764394	2	FREIGHT	Invoice	04/09/2025	17.20	603-4-9111-4332
603						
2764395	1	LIQUOR	Invoice	04/09/2025	458.00	603-4-9151-4251
603						
2764395	2	FREIGHT	Invoice	04/09/2025	5.30	603-4-9151-4332
603						
2764396	1	WINE	Invoice	04/09/2025	428.27	603-4-9151-4253
603						
2764396	2	FREIGHT	Invoice	04/09/2025	8.89	603-4-9151-4332
603						
2764397	1	THC PRODUCTS	Invoice	04/09/2025	341.55	603-4-9151-4256
603						
2764398	1	LIQUOR	Invoice	04/09/2025	693.00	603-4-9151-4251
603						
2764398	2	FREIGHT	Invoice	04/09/2025	5.16	603-4-9111-4332
221						
2766348	1	WINE	Invoice	04/11/2025	182.23	221-4-5430-4253
603						
2768675	1	LIQUOR	Invoice	04/16/2025	2,390.83	603-4-9111-4251
603						
2768675	2	FREIGHT	Invoice	04/16/2025	31.25	603-4-9111-4332
603						
2768676	1	WINE	Invoice	04/16/2025	1,015.85	603-4-9111-4253
603						
2768676	2	FREIGHT	Invoice	04/16/2025	27.95	603-4-9111-4332
603						
2768677	1	POP/MISC	Invoice	04/16/2025	363.95	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2768677	2	FREIGHT	Invoice	04/16/2025	6.88	603-4-9111-4332
603						
2768678	1	LIQUOR	Invoice	04/16/2025	16,562.20	603-4-9111-4251
603						
2768678	2	FREIGHT	Invoice	04/16/2025	223.60	603-4-9111-4332
603						
2768679	1	LIQUOR	Invoice	04/16/2025	691.08	603-4-9151-4251
603						
2768679	2	FREIGHT	Invoice	04/16/2025	8.89	603-4-9151-4332
603						
2768680	1	WINE	Invoice	04/16/2025	177.81	603-4-9151-4253
603						
2768680	2	WINE/FREIGHT	Invoice	04/16/2025	5.59	603-4-9151-4332
603						
2768681	1	POP/MISC	Invoice	04/16/2025	232.00	603-4-9151-4255
603						
2768681	2	FREIGHT	Invoice	04/16/2025	15.48	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					43,556.67	
JUNKYARD BREWING COMPANY						
603						
7679	1	BEER	Invoice	04/02/2025	209.00	603-4-9151-4252
Total 14086 JUNKYARD BREWING COMPANY:					209.00	
KROMER PRO LLC						
101						
582356	1	SUPPLIES	Invoice	04/10/2025	992.45	101-4-5110-4219
Total 14417 KROMER PRO LLC:					992.45	
LAWAL SCOTT ERICKSON ARCHITECTS INC						
603						
5777	1	NORTHBOUND/CANNABOUND SVCS	Invoice	04/16/2025	15,000.00	603-4-9112-4319
Total 52379 LAWAL SCOTT ERICKSON ARCHITECTS INC:					15,000.00	
LEAGUE OF MN CITIES INS TRUST						
291						
4/1/25 W/C	1	WORK COMP CLAIMS	Invoice	04/01/2025	4,161.66	291-4-7000-4109
Total 23800 LEAGUE OF MN CITIES INS TRUST:					4,161.66	
LOCATORS & SUPPLIES, INC						
101						
319729-IN	1	SUPPLIES	Invoice	04/04/2025	829.70	101-4-3120-4219
Total 24050 LOCATORS & SUPPLIES, INC:					829.70	
M T I DISTRIBUTING INC						
101						
1466440-01	1	PARTS #722	Invoice	04/09/2025	318.89	101-4-5110-4221
101						
1466441-01	1	PARTS #723,724,725	Invoice	04/02/2025	82.50	101-4-5110-4221

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1466441-02	1	PARTS #723,724,725	Invoice	04/09/2025	62.44	101-4-5110-4221
101						
1468106-00	1	PARTS #723	Invoice	04/10/2025	1,421.78	101-4-5110-4221
101						
1468232-00	1	PARTS #723	Invoice	04/10/2025	153.84	101-4-5110-4221
Total 24475 M T I DISTRIBUTING INC:					2,039.45	
MACQUEEN EQUIPMENT LLC						
101						
P63884	1	PARTS #316	Invoice	04/02/2025	1,391.15	101-4-3120-4221
Total 24575 MACQUEEN EQUIPMENT LLC:					1,391.15	
MACQUEEN EQUIPMENT, LLC						
101						
P12401	1	PARTS #425	Invoice	04/07/2025	196.90	101-4-2320-4221
101						
P12447	1	PARTS #416	Invoice	04/14/2025	1,467.80	101-4-2320-4221
Total 24576 MACQUEEN EQUIPMENT, LLC:					1,664.70	
MANSFIELD OIL CO						
101						
26388665	1	UNLEADED GASOLINE	Invoice	04/07/2025	16,683.34	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					16,683.34	
MARCO HOLDINGS LLC						
101						
INV13726078	1	CISCO DUO ADV SUBSCRIPTION	Invoice	04/07/2025	2,010.00	101-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					2,010.00	
MARTIES INC						
101						
238	1	SUPPLIES - FOOD PLOT SEED	Invoice	04/07/2025	31.99	101-4-5110-4219
101						
244	1	SUPPLIES	Invoice	04/10/2025	366.99	101-4-5110-4219
101						
245	1	TRAINING SUPPLIES	Invoice	04/10/2025	30.00	101-4-2320-4331
221						
247	1	FERTILIZER FOR LAWN	Invoice	04/15/2025	159.96	221-4-5400-4219
Total 15079 MARTIES INC:					588.94	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1568032	1	WINE	Invoice	04/10/2025	264.00	603-4-9151-4253
603						
INV1568032	2	LIQUOR	Invoice	04/10/2025	304.02	603-4-9151-4251
603						
INV1568032	3	FREIGHT	Invoice	04/10/2025	6.00	603-4-9151-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					574.02	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
MENARDS - ELK RIVER						
101						
33125	1	SUPPLIES, FENCE MATERIALS	Invoice	03/31/2025	4,128.20	101-4-5110-4219
602						
33125	2	SUPPLIES	Invoice	03/31/2025	1,589.13	602-4-9020-4219
221						
33125	3	SUPPLIES	Invoice	03/31/2025	832.21	221-4-5400-4219
101						
33125	4	SUPPLIES	Invoice	03/31/2025	334.24	101-4-2190-4219
101						
33125	5	SUPPLIES	Invoice	03/31/2025	309.67	101-4-1600-4219
101						
33125	6	TRAINING SUPPLIES	Invoice	03/31/2025	195.36	101-4-2320-4331
101						
33125	7	SUPPLIES	Invoice	03/31/2025	51.97	101-4-3150-4219
101						
33125	8	SUPPLIES	Invoice	03/31/2025	38.11	101-4-2130-4219
101						
33125	9	PARTS	Invoice	03/31/2025	19.77	101-4-3120-4221
211						
33125	10	SUPPLIES	Invoice	03/31/2025	5.79	211-4-5600-4219
Total 25145 MENARDS - ELK RIVER:					7,504.45	
MERRICK INC						
228						
INV1103	1	PLASTIC PICKUP AT LIQ STORES	Invoice	03/31/2025	216.00	228-4-7000-4409
Total 14833 MERRICK INC:					216.00	
MINNESOTA UI						
101						
18006714 #07972805	1	1ST QTR UNEMPLOYMENT	Invoice	04/08/2025	2,082.97	101-4-1600-4110
101						
18006714 #07972805	2	1ST QTR UNEMPLOYMENT	Invoice	04/08/2025	193.14	101-4-2310-4110
221						
18006714 #07972805	3	1ST QTR UNEMPLOYMENT	Invoice	04/08/2025	23,104.00	221-4-5400-4110
101						
18006714 #07972805	4	1ST QTR UNEMPLOYMENT	Invoice	04/08/2025	1,024.33	101-4-5110-4110
101						
18006714 #07972805	5	1ST QTR UNEMPLOYMENT	Invoice	04/08/2025	4,281.12	101-4-2110-4110
Total 26076 MINNESOTA UI:					30,685.56	
MINNESOTA ZOOLOGICAL GARDEN						
101						
6095617	1	ZOOMOBILE 5/21/25 - ORDER #60956	Invoice	03/31/2025	125.00	101-4-5510-4409
Total 52366 MINNESOTA ZOOLOGICAL GARDEN:					125.00	
MOBILE VEHICLE INTEGRATION						
410						
25-041322	1	SQUAD 624 SET-UP 2025 TAHOE	Invoice	04/02/2025	4,414.26	410-4-2110-4560
290						
25-041323	1	GUN LOCKS SQUAD 610/622/624 - P	Invoice	04/02/2025	4,213.24	290-4-2330-4219
101						
25-041329	1	SQUAD 610/622 GUN LOCK LABOR	Invoice	04/02/2025	385.00	101-4-2120-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 11916 MOBILE VEHICLE INTEGRATION:					9,012.50	
MONTICELLO SENIOR CENTER						
101						
04192025	1	POOL TOURNAMENT	Invoice	04/09/2025	48.00	101-4-5510-4409
Total 27070 MONTICELLO SENIOR CENTER:					48.00	
MULTI SERVICE TECHNOLOGY						
602						
194836 / 7F41DAD9	1	FACE SHIELDS	Invoice	04/04/2025	30.98	602-4-9020-4219
Total 15178 MULTI SERVICE TECHNOLOGY:					30.98	
NUSS TRUCK & EQUIPMENT						
101						
PSO193221-1	1	SHOP SOFTWARE - MACK	Invoice	04/03/2025	972.76	101-4-3150-4409
Total 10561 NUSS TRUCK & EQUIPMENT:					972.76	
OBO MEDIA LLC						
101						
1588	1	SOCIAL INDOORS - MAILER	Invoice	04/01/2025	400.00	101-4-5210-4349
Total 52375 OBO MEDIA LLC:					400.00	
ODP BUSINESS SOLUTIONS, LLC						
101						
418164311001	1	OFFICE SUPPLIES - PENCILS	Invoice	04/02/2025	5.83	101-4-2110-4201
101						
418165975001	1	OFFICE SUPPLIES	Invoice	04/02/2025	143.37	101-4-2110-4201
101						
418165977001	1	OFFICE SUPPLIES	Invoice	04/02/2025	23.06	101-4-2110-4201
Total 28650 ODP BUSINESS SOLUTIONS, LLC:					172.26	
OFFICE OF MNIT SERVICES						
101						
DV25030454	1	INTERNET (WAN) SVCS	Invoice	04/09/2025	191.00	101-4-1350-4404
Total 14954 OFFICE OF MNIT SERVICES:					191.00	
OXYGEN SERVICE CO, INC						
101						
8822227	1	WELDING SUPPLIES	Invoice	04/02/2025	228.08	101-4-3150-4219
101						
8826304	1	SHOP SUPPLIES	Invoice	04/15/2025	213.35	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					441.43	
PAUSTIS WINE COMPANY						
603						
262909	1	WINE	Invoice	04/10/2025	1,615.00	603-4-9111-4253
603						
262909	2	FREIGHT	Invoice	04/10/2025	22.50	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
262910	1	WINE	Invoice	04/10/2025	363.50	603-4-9151-4253
603						
262910	2	FREIGHT	Invoice	04/10/2025	7.50	603-4-9151-4332
Total 29251 PAUSTIS WINE COMPANY:					2,008.50	
PHILLIPS WINE & SPIRITS CO						
603						
546358	1	WINE CREDIT	Invoice	03/28/2025	73.34-	603-4-9151-4253
603						
6953247	1	WINE	Invoice	04/02/2025	3,812.26	603-4-9111-4253
603						
6953247	2	FREIGHT	Invoice	04/02/2025	115.24	603-4-9111-4332
603						
6953248	1	WINE	Invoice	04/02/2025	400.00	603-4-9111-4253
603						
6953248	2	FREIGHT	Invoice	04/02/2025	9.46	603-4-9111-4332
603						
6955024	1	LIQUOR	Invoice	04/04/2025	1,096.44	603-4-9111-4251
603						
6955024	2	FREIGHT	Invoice	04/04/2025	14.05	603-4-9111-4332
603						
6955025	1	WINE	Invoice	04/04/2025	400.00	603-4-9111-4253
603						
6955025	2	FREIGHT	Invoice	04/04/2025	3.73	603-4-9111-4332
603						
6955026	1	POP/MISC	Invoice	04/04/2025	75.50	603-4-9111-4255
603						
6955026	2	FREIGHT	Invoice	04/04/2025	1.72	603-4-9111-4332
603						
6955027	1	THC PRODUCTS	Invoice	04/04/2025	1,253.00	603-4-9111-4256
603						
6955028	1	LIQUOR	Invoice	04/04/2025	796.44	603-4-9151-4251
603						
6955028	2	FREIGHT	Invoice	04/04/2025	6.88	603-4-9151-4332
603						
6955029	1	WINE	Invoice	04/04/2025	620.00	603-4-9151-4253
603						
6955029	2	FREIGHT	Invoice	04/04/2025	12.33	603-4-9151-4332
603						
6955030	1	POP/MISC	Invoice	04/04/2025	88.00	603-4-9151-4255
603						
6955030	2	FREIGHT	Invoice	04/04/2025	1.72	603-4-9151-4332
603						
6957127	1	LIQUOR	Invoice	04/09/2025	627.35	603-4-9151-4251
603						
6957127	2	FREIGHT	Invoice	04/09/2025	8.60	603-4-9151-4332
603						
6957128	1	WINE	Invoice	04/09/2025	519.25	603-4-9151-4253
603						
6957128	2	FREIGHT	Invoice	04/09/2025	17.20	603-4-9151-4332
603						
6958685	1	LIQUOR	Invoice	04/11/2025	2,024.72	603-4-9111-4251
603						
6958685	2	FREIGHT	Invoice	04/11/2025	27.52	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
6958686	1	WINE	Invoice	04/11/2025	1,728.10	603-4-9111-4253
603						
6958686	2	FREIGHT	Invoice	04/11/2025	61.92	603-4-9111-4332
603						
6958687	1	POP/MISC	Invoice	04/11/2025	178.35	603-4-9111-4255
603						
6958687	2	FREIGHT	Invoice	04/11/2025	5.16	603-4-9111-4332
603						
6960535	1	LIQUOR	Invoice	04/16/2025	1,508.31	603-4-9111-4251
603						
6960535	2	FREIGHT	Invoice	04/16/2025	20.64	603-4-9111-4332
603						
6960536	1	WINE	Invoice	04/16/2025	1,613.00	603-4-9111-4253
603						
6960536	2	FREIGHT	Invoice	04/16/2025	39.56	603-4-9111-4332
603						
6960537	1	LIQUOR	Invoice	04/16/2025	295.00	603-4-9151-4251
603						
6960537	2	FREIGHT	Invoice	04/16/2025	6.88	603-4-9151-4332
603						
6960538	1	POP/MISC	Invoice	04/16/2025	88.00	603-4-9151-4255
603						
6960538	2	FREIGHT	Invoice	04/16/2025	2.58	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					17,405.57	
PLAISTED COMPANIES INC						
101						
79120	1	SUPPLIES-RIVER ROCK	Invoice	04/07/2025	111.01	101-4-3120-4219
Total 29845 PLAISTED COMPANIES INC:					111.01	
POSTMASTER						
101						
04142025	1	BULK MAIL PERMIT 120	Invoice	04/14/2025	1,000.00	101-4-5510-4322
Total 30000 POSTMASTER:					1,000.00	
ROYAL SUPPLY INC						
101						
7672	1	DISINFECTANT CLEANER	Invoice	04/04/2025	120.00	101-4-2310-4219
Total 14339 ROYAL SUPPLY INC:					120.00	
SAFE AND SOUND						
101						
10476	1	TRAINING - BIRDSALL AND COWLEY	Invoice	04/02/2025	542.12	101-4-2130-4331
Total 52371 SAFE AND SOUND:					542.12	
SECUREIT TACTICAL, INC						
290						
S335623	1	UNMARKED SQUAD RIFLE BOX - PS	Invoice	04/02/2025	3,098.39	290-4-2330-4219
Total 52368 SECUREIT TACTICAL, INC :					3,098.39	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
SHAMROCK GROUP INC						
603						
81-00015	1	ICE	Invoice	03/31/2025	182.04	603-4-9111-4255
603						
81-00070	1	ICE	Invoice	04/07/2025	48.24	603-4-9111-4255
Total 12909 SHAMROCK GROUP INC:					230.28	
SHERBURNE CO AUDITOR\TREASURER						
221						
75-00134-2210 - 2025	1	PROPERTY TAXES-FTCENTER 75-00	Invoice	04/09/2025	9,678.00	221-4-5400-4437
Total 32260 SHERBURNE CO AUDITOR\TREASURER:					9,678.00	
SMALL LOT MN						
603						
MN92155	1	WINE	Invoice	04/09/2025	367.92	603-4-9151-4253
603						
MN92155	2	FREIGHT	Invoice	04/09/2025	5.00	603-4-9151-4332
603						
MN92535	1	WINE	Invoice	04/09/2025	771.96	603-4-9111-4253
Total 13561 SMALL LOT MN:					1,144.88	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
108153	1	LIQUOR CREDIT	Invoice	04/03/2025	17.16-	603-4-9151-4251
603						
2607421	1	FREIGHT	Invoice	04/03/2025	1.49	603-4-9151-4332
603						
2607422	1	LIQUOR	Invoice	04/03/2025	343.26	603-4-9151-4251
603						
2607422	2	FREIGHT	Invoice	04/03/2025	2.56	603-4-9151-4332
603						
2607423	1	WINE	Invoice	04/03/2025	596.10	603-4-9151-4253
603						
2607423	2	FREIGHT	Invoice	04/03/2025	14.08	603-4-9151-4332
603						
2610228	1	FREIGHT	Invoice	04/10/2025	5.12	603-4-9151-4332
603						
2610229	1	LIQUOR	Invoice	04/10/2025	2,008.30	603-4-9151-4251
603						
2610229	2	FREIGHT	Invoice	04/10/2025	33.28	603-4-9151-4332
603						
2610230	1	WINE	Invoice	04/10/2025	584.52	603-4-9151-4253
603						
2610230	2	FREIGHT	Invoice	04/10/2025	15.47	603-4-9151-4332
603						
5124463	1	LIQUOR	Invoice	04/03/2025	3,036.50	603-4-9151-4251
603						
5124463	2	FREIGHT	Invoice	04/03/2025	37.76	603-4-9151-4332
603						
5124464	1	WINE	Invoice	04/03/2025	478.72	603-4-9151-4253
603						
5124464	2	FREIGHT	Invoice	04/03/2025	10.24	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					7,150.24	
603						
2607418	1	FREIGHT	Invoice	04/03/2025	.21	603-4-9111-4332
603						
2607419	1	LIQUOR	Invoice	04/03/2025	6,206.59	603-4-9111-4251
603						
2607419	2	FREIGHT	Invoice	04/03/2025	67.91	603-4-9111-4332
603						
2607420	1	WINE	Invoice	04/03/2025	3,109.88	603-4-9111-4253
603						
2607420	2	FREIGHT	Invoice	04/03/2025	65.00	603-4-9111-4332
603						
2610225	1	LIQUOR	Invoice	04/10/2025	9,163.00	603-4-9111-4251
603						
2610225	2	FREIGHT	Invoice	04/10/2025	82.91	603-4-9111-4332
603						
2610226	1	WINE	Invoice	04/10/2025	2,659.26	603-4-9111-4253
603						
2610226	2	FREIGHT	Invoice	04/10/2025	39.37	603-4-9111-4332
603						
2610227	1	FREIGHT	Invoice	04/10/2025	2.50	603-4-9111-4332
603						
9634545	1	WINE CREDIT	Invoice	04/04/2025	128.00-	603-4-9111-4253
603						
9634771	1	WINE CREDIT	Invoice	04/04/2025	45.00-	603-4-9111-4253
603						
9634950	1	FREIGHT CREDIT	Invoice	04/04/2025	1.25-	603-4-9111-4332
603						
9635813	1	WINE CREDIT	Invoice	04/11/2025	14.96-	603-4-9111-4253
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					21,207.42	
STATE SUPPLY CO						
211						
705571	1	MAINT SUPPLIES - HVAC	Invoice	04/06/2025	1,154.10	211-4-5600-4219
Total 33175 STATE SUPPLY CO:					1,154.10	
STREICHER'S INC						
101						
11755688	1	UNIFORMS - GACKE	Invoice	04/08/2025	40.00	101-4-2110-4217
Total 52346 STREICHER'S INC:					40.00	
SUMMER LAKES BEVERAGE LLC						
603						
9314	1	POP/MISC	Invoice	04/09/2025	478.50	603-4-9151-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					478.50	
SUPERIOR CAPITAL HOLDINGS						
101						
2504025	1	RADIO EQUIPMENT	Invoice	04/11/2025	251.00	101-4-5110-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15211 SUPERIOR CAPITAL HOLDINGS:					251.00	
SYMBOL ARTS						
290						
0526707	1	OFFICER HARD BADGE SEAL UPDAT	Invoice	04/04/2025	5,897.50	290-4-2330-4219
290						
525141A	1	NEW BADGE PATCHES - STATE MAN	Invoice	03/25/2025	117.25	290-4-2330-4219
290						
527528	1	NEW HARD BADGE SEAL - STATE M	Invoice	04/10/2025	1,260.00	290-4-2330-4219
Total 33601 SYMBOL ARTS:					7,274.75	
SYSCO MINNESOTA INC						
221						
547840112	1	CONCESSIONS SUPPLIES	Invoice	04/10/2025	250.77	221-4-5430-4219
221						
547840112	2	CONCESSIONS FOOD/WATER	Invoice	04/10/2025	2,290.77	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					2,541.54	
TEAM LABORATORY CHEMICAL						
602						
INV0045843	1	PRYME ZYME PLUS	Invoice	04/10/2025	263.00	602-4-9020-4219
Total 14016 TEAM LABORATORY CHEMICAL:					263.00	
TKDA						
602						
2025001453	1	SANITARY SEWER DESIGN	Invoice	04/04/2025	1,820.00	602-4-9070-4319
Total 11555 TKDA:					1,820.00	
VIKING COCA-COLA CO						
603						
3644931	1	POP/MISC	Invoice	04/04/2025	268.30	603-4-9151-4255
603						
3658407	1	POP	Invoice	04/11/2025	247.00	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					515.30	
VINOCOPIA						
603						
371106-IN	1	WINE	Invoice	04/11/2025	720.00	603-4-9111-4253
603						
371106-IN	2	FREIGHT	Invoice	04/11/2025	12.00	603-4-9111-4332
Total 35763 VINOCOPIA:					732.00	
WHITE CAP, LP						
101						
50030850988	1	SUPPLIES	Invoice	04/07/2025	279.69	101-4-5110-4219
101						
50030982617	1	SUPPLIES	Invoice	04/15/2025	1,360.44	101-4-5110-4219
Total 15018 WHITE CAP, LP:					1,640.13	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
WINEBOW						
603						
MN00164175	1	LIQUOR	Invoice	04/04/2025	309.50	603-4-9151-4251
603						
MN00164175	2	WINE	Invoice	04/04/2025	630.00	603-4-9151-4253
603						
MN00164175	3	FREIGHT	Invoice	04/04/2025	16.00	603-4-9151-4332
Total 14002 WINEBOW:					955.50	
WRUCK SEWER & PORTABLE RENTAL						
101						
I26870	1	PORTABLE RENTALS - MARCH	Invoice	04/04/2025	738.97	101-4-5110-4415
101						
I26902	1	EXTRA SERVICE - LJWP	Invoice	04/09/2025	10.00	101-4-5110-4415
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					748.97	
YALE MECHANICAL LLC						
101						
267202	1	UNIT HEATER INSTALL	Invoice	03/31/2025	1,457.00	101-4-1600-4401
Total 36620 YALE MECHANICAL LLC:					1,457.00	
Total :					601,603.29	
Grand Totals:					601,603.29	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1110-4359	86.00	.00	86.00
101-4-1120-4201	63.38	.00	63.38
101-4-1210-4321	90.00	.00	90.00
101-4-1220-4201	220.40	.00	220.40
101-4-1350-4321	190.00	.00	190.00
101-4-1350-4404	5,434.12	.00	5,434.12
101-4-1400-4304	23,750.39	.00	23,750.39
101-4-1510-4359	825.60	.00	825.60
101-4-1600-4110	2,082.97	.00	2,082.97
101-4-1600-4217	134.00	.00	134.00
101-4-1600-4219	309.67	.00	309.67
101-4-1600-4321	43.96	.00	43.96
101-4-1600-4389	3,236.08	.00	3,236.08
101-4-1600-4401	2,549.00	.00	2,549.00
101-4-2110-4110	4,281.12	.00	4,281.12
101-4-2110-4201	172.26	.00	172.26
101-4-2110-4217	40.00	.00	40.00
101-4-2110-4219	1,226.65	.00	1,226.65
101-4-2110-4321	98.53	.00	98.53
101-4-2110-4331	445.51	.00	445.51
101-4-2120-4217	300.00	.00	300.00
101-4-2120-4404	83,885.00	.00	83,885.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2130-4219	131.91	.00	131.91
101-4-2130-4331	542.12	.00	542.12
101-4-2150-4409	771.46	.00	771.46
101-4-2190-4219	508.73	.00	508.73
101-4-2190-4389	6,969.14	.00	6,969.14
101-4-2190-4401	256.00	.00	256.00
101-4-2310-4110	193.14	.00	193.14
101-4-2310-4219	390.40	.00	390.40
101-4-2310-4321	378.24	.00	378.24
101-4-2310-4359	42.75	.00	42.75
101-4-2310-4389	759.99	.00	759.99
101-4-2310-4401	682.00	.00	682.00
101-4-2320-4219	699.75	.00	699.75
101-4-2320-4221	1,664.70	.00	1,664.70
101-4-2320-4331	340.36	.00	340.36
101-4-2320-4404	150.00	.00	150.00
101-4-2330-4389	256.09	.00	256.09
101-4-3120-4201	12.79	.00	12.79
101-4-3120-4212	16,683.34	.00	16,683.34
101-4-3120-4219	4,095.26	.00	4,095.26
101-4-3120-4221	1,410.92	.00	1,410.92
101-4-3120-4321	95.70	.00	95.70
101-4-3120-4389	89.68	.00	89.68
101-4-3120-4401	162.00	.00	162.00
101-4-3150-4219	1,161.04	.00	1,161.04
101-4-3150-4221	689.93	.00	689.93
101-4-3150-4409	972.76	.00	972.76
101-4-5110-4110	1,024.33	.00	1,024.33
101-4-5110-4219	15,656.96	.00	15,656.96
101-4-5110-4221	2,083.50	.00	2,083.50
101-4-5110-4389	2,526.58	.00	2,526.58
101-4-5110-4401	6.50	.00	6.50
101-4-5110-4404	139.19	.00	139.19
101-4-5110-4409	18.50	.00	18.50
101-4-5110-4415	815.48	.00	815.48
101-4-5210-4219	32.99	.00	32.99
101-4-5210-4349	400.00	.00	400.00
101-4-5220-4219	794.32	.00	794.32
101-4-5220-4409	18.50	.00	18.50
101-4-5510-4219	321.33	.00	321.33
101-4-5510-4322	1,000.00	.00	1,000.00
101-4-5510-4409	1,858.00	.00	1,858.00
211-4-5600-4219	1,159.89	.00	1,159.89
211-4-5600-4389	2,787.06	.00	2,787.06
211-4-5600-4401	600.55	.00	600.55
221-4-5400-4110	23,104.00	.00	23,104.00
221-4-5400-4219	3,316.69	.00	3,316.69
221-4-5400-4321	347.55	.00	347.55
221-4-5400-4437	9,678.00	.00	9,678.00
221-4-5410-4409	129.50	.00	129.50
221-4-5430-4219	415.77	.00	415.77
221-4-5430-4252	301.40	.00	301.40
221-4-5430-4253	182.23	.00	182.23
221-4-5430-4259	2,506.93	.00	2,506.93
228-4-7000-4409	216.00	.00	216.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
245-4-6210-4319	8,995.50	.00	8,995.50
290-4-2330-4219	39,424.39	.00	39,424.39
291-4-7000-4109	4,161.66	.00	4,161.66
292-4-2310-4319	5,962.93	.00	5,962.93
294-4-2220-4219	815.29	.00	815.29
406-4-8010-4319	8,234.75	.00	8,234.75
410-4-2110-4560	4,414.26	.00	4,414.26
410-4-2310-4560	2,675.00	.00	2,675.00
602-4-9010-4319	592.50	.00	592.50
602-4-9020-4219	4,532.43	.00	4,532.43
602-4-9020-4389	25,640.68	.00	25,640.68
602-4-9020-4404	230.85	.00	230.85
602-4-9020-4417	309.47	.00	309.47
602-4-9050-4389	5,081.44	.00	5,081.44
602-4-9070-4319	1,820.00	.00	1,820.00
603-4-9111-4251	53,377.33	69.73-	53,307.60
603-4-9111-4252	62,486.75	409.93-	62,076.82
603-4-9111-4253	30,260.03	187.96-	30,072.07
603-4-9111-4255	3,476.41	.00	3,476.41
603-4-9111-4256	5,090.70	.00	5,090.70
603-4-9111-4332	1,374.94	2.70-	1,372.24
603-4-9112-4219	248.60	.00	248.60
603-4-9112-4319	15,000.00	.00	15,000.00
603-4-9112-4321	29.99	.00	29.99
603-4-9112-4404	204.33	.00	204.33
603-4-9151-4251	14,403.05	17.16-	14,385.89
603-4-9151-4252	42,986.54	327.25-	42,659.29
603-4-9151-4253	8,367.09	114.90-	8,252.19
603-4-9151-4255	1,994.76	22.36-	1,972.40
603-4-9151-4256	1,723.40	6.70-	1,716.70
603-4-9151-4332	367.71	.00	367.71
603-4-9152-4219	19.84	.00	19.84
603-4-9152-4389	1,773.47	.00	1,773.47
603-4-9152-4404	849.66	.00	849.66
605-4-9210-4319	2,812.06	.00	2,812.06
605-4-9230-4219	181.63	.00	181.63
607-4-9310-4319	867.45	.00	867.45
821-2200	758.50	.00	758.50
999-1000	200.00	.00	200.00
Grand Totals:	602,761.98	1,158.69-	601,603.29

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	602,761.98	1,158.69-	601,603.29
Grand Totals:	602,761.98	1,158.69-	601,603.29

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"

Vendor.Vendor number = {<>} 15199

Vendor.Vendor number = {<>} 33300

Report Criteria:

Detail report type printed

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.	X03282025	IPAD	1	03/20/2025	37.98	37.98	129689	04/11/2025
		X03282025	TRAIL CAMERA 1	2	03/20/2025	22.97	22.97	129689	04/11/2025
		X03282025	TRAIL CAMERA 2	3	03/20/2025	22.97	22.97	129689	04/11/2025
		Total 10138:				83.92	83.92		
CITY OF ST PAUL	10994.	IN62093	TRAINING - NORBERG, M	1	03/26/2025	1,050.00	1,050.00	129690	04/11/2025
Total 10994:						1,050.00	1,050.00		
COMM OF FINANCE, TR	14522.	CS 2400990	CASE NO. 24009908	1	04/11/2025	259.20	259.20	129691	04/11/2025
Total 14522:						259.20	259.20		
HIRSHFIELD'S	21407.	28585-IN	ATHLETIC FIELD PAINT	1	03/24/2025	2,447.50	2,447.50	129692	04/11/2025
Total 21407:						2,447.50	2,447.50		
MIDWAY FORD	11156.0	873332	PARTS #604	1	03/04/2025	859.10	859.10	129693	04/11/2025
		876016	PARTS #747	1	03/20/2025	156.24	156.24	129693	04/11/2025
		877954	PARTS #628	1	03/31/2025	53.68	53.68	129693	04/11/2025
		CM865098	PARTS CREDIT #612	1	02/24/2025	258.90-	258.90-	129693	04/11/2025
		Total 11156:				810.12	810.12		
WINDSTREAM	11102.0	4-3-25	PHONE LINE CHGS-FIRE	1	04/03/2025	131.13	131.13	129695	04/11/2025
		4-3-25	PHONE LINE CHGS-FIRE	2	04/03/2025	51.83	51.83	129695	04/11/2025
Total 11102:						182.96	182.96		
ZACK CARLTON	12467.	2 - ZC	REIMB CONF EXP. ZACK	1	04/02/2025	1,837.22	1,837.22	129696	04/11/2025
Total 12467:						1,837.22	1,837.22		
AMAZON CAPITAL SERVI	13706.	1HCD-T6FK-	SUPPLIES - TOOLS	1	02/21/2025	164.30	164.30	1007894	04/14/2025
Total 13706:						164.30	164.30		
B & D PLBG, HTG & AIR C	10950.	6195320	SERVICE CALL - WW	1	01/30/2025	555.00	555.00	129697	04/11/2025
Total 10950:						555.00	555.00		
BERNICK'S	11950.0	10328598	POP/MISC	1	03/05/2025	240.24	240.24	129716	04/16/2025
		10328599	BEER	1	03/05/2025	1,200.90	1,200.90	129716	04/16/2025
		10328600	THC PRODUCTS CREDIT	1	03/05/2025	128.00-	128.00-	129716	04/16/2025
		10339217	POP/MISC	1	04/02/2025	80.34	80.34	129716	04/16/2025
		10339218	THC PRODUCTS	1	04/02/2025	153.00	153.00	129716	04/16/2025
		10339219	BEER	1	04/02/2025	1,582.75	1,582.75	129716	04/16/2025
		10339220	POP/MISC	1	04/02/2025	164.40	164.40	129716	04/16/2025
		10339221	THC PRODUCTS	1	04/02/2025	125.00	125.00	129716	04/16/2025
		10339222	BEER	1	04/02/2025	337.20	337.20	129716	04/16/2025

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
Total 11950:						3,755.83	3,755.83		
BOURGET IMPORTS LLC	14411.0	215919	WINE	1	03/26/2025	664.00	664.00	Multiple	Multiple
		215919	FREIGHT	2	03/26/2025	22.50	22.50	Multiple	Multiple
		215931	WINE	1	03/26/2025	552.00	552.00	Multiple	Multiple
		215931	FREIGHT	2	03/26/2025	18.00	18.00	Multiple	Multiple
Total 14411:						1,256.50	1,256.50		
CENTERPOINT ENERGY	13845.	11504615-3	NATURAL GAS - WW	1	04/07/2025	23.79	23.79	129698	04/11/2025
		11809755-9	NATURAL GAS - FS #3	1	04/04/2025	1,194.52	1,194.52	129698	04/11/2025
		6781052-3 M	NATURAL GAS - LIBRARY	1	04/07/2025	53.23	53.23	129698	04/11/2025
		7628405-8 M	NATURAL GAS - WW	1	04/04/2025	982.59	982.59	129698	04/11/2025
		7836556-6 M	NATURAL GAS - WW	1	04/04/2025	20.91	20.91	129698	04/11/2025
		9497572-9 M	NATURAL GAS - PW	1	04/04/2025	2,404.97	2,404.97	129698	04/11/2025
Total 13845:						4,680.01	4,680.01		
CULLIGAN	15573.	101X398894	DEIONIZATION STANDBY	1	03/31/2025	41.00	41.00	129699	04/11/2025
		101X399300	DEIONIZATION STANDBY	1	03/31/2025	20.50	20.50	129699	04/11/2025
Total 15573:						61.50	61.50		
DENISE YURKEW	13907.	2-6-25 FM	12/5/24 & 2/6/25 FARMER	1	04/04/2025	35.00	35.00	129700	04/11/2025
Total 13907:						35.00	35.00		
EVIDENCE SOLUTIONS I	52370.	1118	AUDIT 1/2 DOWNPAYMEN	1	03/11/2025	2,747.50	2,747.50	129701	04/11/2025
Total 52370:						2,747.50	2,747.50		
G.L. BERG & ASSOCIATE	11872.0	39539-1	KAYLA JAMES 6/28/25 - D	1	04/01/2025	140.00	140.00	129702	04/11/2025
Total 11872:						140.00	140.00		
HACH COMPANY	20800.	14359553	CLEANING SOLN & ANAL	1	02/05/2025	1,590.10	1,590.10	129703	04/11/2025
		14363135	CLEANING SOLUTION	1	02/07/2025	552.54	552.54	129703	04/11/2025
		14380034	CLEANING SOLUTION	1	02/19/2025	144.00	144.00	129703	04/11/2025
		14395867	TUBE SET FILTRAX PHO	1	03/03/2025	83.29	83.29	129703	04/11/2025
Total 20800:						2,369.93	2,369.93		
ISTATE TRUCK INC	22000.	C244012011:	PARTS #004	1	03/03/2025	149.62	149.62	129704	04/11/2025
Total 22000:						149.62	149.62		
J P COOKE CO	15025.	876947	STAMP - CHIEF	1	03/19/2025	60.60	60.60	129705	04/11/2025
Total 15025:						60.60	60.60		
KRISS PREMIUM PRODU	23297.	192435	WATER TREATMENT CHE	1	01/03/2025	268.00	268.00	1007895	04/14/2025
		193867	WATER TREATMENT CHE	1	04/02/2025	268.00	268.00	1007895	04/14/2025
Total 23297:						536.00	536.00		
LEXIPOL LLC	11920.0	INVLEX1124	FIRE POLICY & PROCED	1	12/01/2024	5,328.55	5,328.55	1007896	04/14/2025

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
Total 11920:						5,328.55	5,328.55		
MANSFIELD OIL CO	12310.	26330315	DIESEL FUEL DYED B5	1	03/21/2025	17,226.90	17,226.90	129706	04/11/2025
Total 12310:						17,226.90	17,226.90		
MINNESOTA FIRE SERVI	26360.	13748	CERTIFICATION EXAM N	1	03/31/2025	131.00	131.00	129707	04/11/2025
Total 26360:						131.00	131.00		
MN BCA	11597.0	40515	RECERTIFICATION TRNG	1	04/01/2025	75.00	75.00	129708	04/11/2025
Total 11597:						75.00	75.00		
MN CHIEFS OF POLICE A	25910.	21311	PERMITS TO ACQUIRE-2	1	02/21/2025	137.00	137.00	129709	04/11/2025
		21339	ETI CONFERENCE - BEB	1	02/25/2025	695.00	695.00	129709	04/11/2025
Total 25910:						832.00	832.00		
MONTICELLO SENIOR C	27070.	04242025	SENIOR TRIP - ON THE R	1	03/24/2025	1,805.50	1,805.50	1007897	04/14/2025
Total 27070:						1,805.50	1,805.50		
MUNICIPAL MEDIA CORP	13231.	7819	RECYCLE COACH DATA	1	01/01/2025	5,449.00	5,449.00	1007898	04/14/2025
Total 13231:						5,449.00	5,449.00		
R & R SPECIALTIES OF W	30700.	84659-IN	ZAMBONI BOARD BRUSH	1	02/11/2025	244.55	244.55	129710	04/11/2025
Total 30700:						244.55	244.55		
REPUBLIC SERVICES #8	10407.	899-0047347	MAR GARBAGE SVC - RI	1	03/31/2025	395.61	395.61	129711	04/11/2025
Total 10407:						395.61	395.61		
S R F CONSULTING GRO	31496.	17224.00 - 1	DEC PROF SVCS - SS4A	1	12/31/2024	22,931.12	22,931.12	1007899	04/14/2025
		17224.00 - 1	JAN PROF SVCS - SS4A	1	01/31/2025	11,378.93	11,378.93	1007899	04/14/2025
		17224.00 - 1	FEB PROF SVCS - SS4A	1	02/28/2025	12,448.09	12,448.09	1007899	04/14/2025
Total 31496:						46,758.14	46,758.14		
SHAMROCK GROUP INC	12909.	3129701	ICE	1	03/24/2025	66.04	66.04	1007900	04/14/2025
		3129701	FREIGHT	2	03/24/2025	4.00	4.00	1007900	04/14/2025
Total 12909:						70.04	70.04		
SHERBURNE CO ATTOR	32175.	CS 2400990	CASE NO. 24009908	1	04/11/2025	518.40	518.40	129694	04/11/2025
Total 32175:						518.40	518.40		
SOUTHERN GLAZER'S W	11314.0	5124462	LIQUOR	1	03/31/2025	3,486.50	3,486.50	129712	04/11/2025
		5124462	FREIGHT	2	03/31/2025	39.37	39.37	129712	04/11/2025
Total 11314:						3,525.87	3,525.87		
SYSCO MINNESOTA INC	12551.	547826479	CONCESSIONS SUPPLIE	1	04/03/2025	60.89	60.89	129713	04/11/2025

Name	Vendor Number	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date
		547826479	CONCESSIONS FOOD/BE	2	04/03/2025	844.15	844.15	129713	04/11/2025
Total 12551:						905.04	905.04		
THE KNOWLEDGE ACAD	52376.	US-151040	CGEIT TRAINING	1	03/21/2025	2,095.00	2,095.00	1007901	04/14/2025
Total 52376:						2,095.00	2,095.00		
US AUTOFORCE	35560.	INV0008017	PARTS #60	1	03/13/2025	130.33	130.33	129714	04/11/2025
Total 35560:						130.33	130.33		
WASTE MANAGEMENT	36033.	49555-1706-	MAR GARBAGE TIPPING	1	04/01/2025	20,840.34	20,840.34	129715	04/11/2025
		9996743-050	BIO SOLIDS HAULING-M	1	04/01/2025	29,837.30	29,837.30	129715	04/11/2025
Total 36033:						50,677.64	50,677.64		
Grand Totals:						159,351.28	159,351.28		

Report Criteria:

Detail report type printed

Check Detail.Created by = "astangler"

Report Criteria:

Report type: Invoice detail
 Vendor.Vendor number = 35099
 Check.Type = {<>} "Adjustment"
 Bank.Bank number = 1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
307202522										
03/25	03/07/2025	307202522	35099	US BANK	02252025 CIT	101-4-3120-4219	.00	12,301.49	12,301.49	1
Total 307202522:							.00		12,301.49	
407202522										
04/25	04/07/2025	407202522	35099	US BANK	3252025 CITY	101-4-2130-4331	.00	18,318.07	18,318.07	1
Total 407202522:							.00		18,318.07	
Grand Totals:							.00		30,619.56	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	.00	24,050.72-	24,050.72-
101-4-1120-4319	404.80	.00	404.80
101-4-1210-4331	410.00	.00	410.00
101-4-1220-4201	96.72	.00	96.72
101-4-1220-4433	180.00	.00	180.00
101-4-1310-4433	140.00	.00	140.00
101-4-1350-4404	1,135.20	.00	1,135.20
101-4-1600-4321	756.54	.00	756.54
101-4-1600-4331	240.00	.00	240.00
101-4-2110-4219	276.72	.00	276.72
101-4-2110-4331	239.00	.00	239.00
101-4-2110-4433	50.00	.00	50.00
101-4-2120-4212	44.66	.00	44.66
101-4-2120-4219	115.00	.00	115.00
101-4-2120-4331	2,374.00	.00	2,374.00

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
101-4-2130-4219	2,170.07	.00	2,170.07
101-4-2130-4331	4,792.56	.00	4,792.56
101-4-2130-4433	266.00	.00	266.00
101-4-2150-4331	219.00	.00	219.00
101-4-2150-4433	300.00	.00	300.00
101-4-2310-4219	204.00	.00	204.00
101-4-2310-4404	119.88	.00	119.88
101-4-2410-4331	130.00	.00	130.00
101-4-3120-4201	22.32	.00	22.32
101-4-3120-4212	35.45	.00	35.45
101-4-3120-4219	4,377.97	.00	4,377.97
101-4-3150-4409	800.00	.00	800.00
101-4-3300-4331	295.00	.00	295.00
101-4-5110-4219	19.88	.00	19.88
101-4-5110-4221	64.33	.00	64.33
101-4-5110-4331	1,880.00	.00	1,880.00
101-4-5110-4404	1,540.77	.00	1,540.77
101-4-5210-4331	229.99	.00	229.99
101-4-5210-4349	50.86	.00	50.86
101-4-5210-4433	70.00	.00	70.00
221-2020	9.86	3,126.91-	3,117.05-
221-4-5400-4219	308.79	9.86-	298.93
221-4-5400-4349	219.74	.00	219.74
221-4-5400-4433	250.00	.00	250.00
221-4-5420-4219	1,152.00	.00	1,152.00
221-4-5430-4219	1,196.38	.00	1,196.38
602-2020	.00	749.51-	749.51-
602-4-9010-4331	350.00	.00	350.00
602-4-9020-4219	399.51	.00	399.51
603-2020	.00	2,702.28-	2,702.28-
603-4-9112-4349	20.64	.00	20.64
603-4-9112-4437	2,603.75	.00	2,603.75
603-4-9152-4219	5.36	.00	5.36
603-4-9152-4349	72.53	.00	72.53
Grand Totals:	30,639.28	30,639.28-	.00

Dated: _____
Mayor: _____
City Council: _____

City Recorder: _____

Report Criteria:
Report type: Invoice detail
Vendor.Vendor number = 35099
Check.Type = {<>} "Adjustment"
Bank.Bank number = 1



Request for Action

To
City Council

Item Number
4.3

Meeting Date
April 21, 2025

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

Item Description
Resolution 25-14: Purchase Agreement 25-05 for
Parcel 75-00131-2100

Reviewed by
Jeff Shelby
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Resolution 25-14 approving Purchase Agreement 25-05 for parcel 75-00131-2100 as presented.

Background/Discussion

The Parks and Recreation Commission toured this property on November 10, 2024, and unanimously recommended that the Council pursue this parcel per the Elk River Parks and Recreation Master Plan on November 13, 2024.

Elk River Parks and Recreation Master Plan - Initiative 4 Connect to the Rivers

The Elk and Mississippi Rivers serve as important recreation assets for the community. These assets are from the downtown event space at Rivers Edge Commons Park to the natural experiences at Bailey Point Nature Preserve, the beach at Orono Park, to the boat launch at Babcock Park. These assets need to be developed further by improving physical access, or places to be near the river, river views, and movement along the rivers, and developing additional ways to experience them.

- Recommendation 1. Improve riverfront connectivity.
- Strategy 1. As opportunities arise, consider adding riverfront property to the city's park system with priority on properties or easements that allow for linear connections along the river.

Financial Impact

Funds were budgeted in the Park Dedication Fund to acquire and develop the parcel for recreational programming. John Maher accepted an offer from the city for \$80,000.

Mission/Policy/Goal

Opportunity to live, work, and play.

The Elk River Vision

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

Attachments

1. Land Purchase Agreement
2. Resolution Purchase of Real Estate (John Maher - April 2025)

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”), dated as of the 17 day of March, 2025 (the **“Effective Date”**), by and between **JOHN MAHER**, a single person, (**“Seller”**), and the **CITY OF ELK RIVER**, a Minnesota municipal corporation (**“Purchaser”**).

WHEREAS, the Seller is the owner of real property in the City of Elk River, Sherburne County, Minnesota, legally described as ELK RIVER CITY SEC:31 TWP:33.0 RG: 26 W: LOT: Blk: 2.67W 1-2 OF NE 1-4 OF NW 1-4 LYING S & W OF ELK RIVER EX N 950 FT (PID 75-00131-2100) (the **“Seller Property”**);

WHEREAS, the Purchaser owns a parcel of real property in the City of Elk River, Sherburne County, Minnesota that is adjacent to the Seller Property (PID 75-00131-2200) (the **“Purchaser Property”**)

WHEREAS, the Purchaser desires to acquire Seller Property as depicted on the attached Exhibit **“A”** (the **“Property”**).

NOW, THEREFORE, the Purchaser and Seller agree as follows:

1. **PROPERTY.** In consideration of the mutual promises, covenants, and agreements hereinafter contained, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy, the Property upon the terms and conditions hereinafter set forth. The Property shall include: (i) all improvements thereon (the **“Improvements”**), if any; (ii) all easements, rights-of-way and entitlements relating or appertaining to the Property and/or to the Improvements; (iii) all sewer, septic and waste disposal rights and interests applicable or appurtenant to or used in connection with the operation of the Property or the Improvements; (iv) all mineral rights, air rights and development credits or rights; and (v) all interest in streets, roads, alleys or other public ways adjoining or serving the Property, including any land lying in the bed of any street, road, alley or other public way, open or proposed, and any strips, gaps, gores, culverts and rights-of way adjoining or serving the foregoing Property or Improvements

2. **PURCHASE PRICE AND MANNER OF PAYMENT.** Except as otherwise provided herein, the purchase price (**“Purchase Price”**) for the Property shall be payable to Seller at Closing (as hereinafter defined) in the amount of Eighty Thousand and 0/100 Dollars (\$80,000.00). The Purchase Price shall be paid by Purchaser to Seller as follows:

(a) The sum of Eight Thousand and 00/100 Dollars (\$8,000.00) earnest money (**the “Deposit”**), shall be deposited with the Title Company (as hereafter defined) within five (5) business days of execution of this Agreement by both parties. The Deposit shall be held in escrow by the Title Company in a non-interest-bearing account and shall be disbursed in accordance with the terms of this Agreement.

(b) The remaining balance of the Purchase Price, subject to closing adjustments and pro-rations and after crediting the Deposit, shall be paid by wire transfer of immediately available funds at the Closing to an account designated by Seller.

3. **DEPOSIT.** If Closing is completed as provided in this Agreement, the Deposit shall be credited to the balance of the Purchase Price at Closing. If Purchaser defaults under this Agreement and fails or refuses to close the sale as provided in this Agreement or if Purchaser terminates this Agreement at any time following the expiration of the Due Diligence Period, then Seller may retain the Deposit as liquidated damages for Purchaser's failure to close this sale in accordance with the terms of this Agreement. If Purchaser timely terminates this Agreement pursuant to a valid right to do so as set forth herein, then the Deposit shall be refunded to Purchaser.

4. **BROKERS' FEES.** Each party warrants that it has not dealt with any broker or other person in connection with the sale of the Property in any manner that could give rise to a claim for commission or similar fee.

5. **DUE DILIGENCE PERIOD.**

(a) Except as otherwise extended pursuant to the terms of this Agreement, Purchaser shall have until 5:00 P.M. (C.S.T.) on April 30, 2025 ("**Due Diligence Period**") within which to perform any and all studies or inspections it deems necessary or desirable on the Property, including without limitation, any environmental or geotechnical studies, to secure all governmental approvals necessary for Purchaser's intended use, including subdivision of the Property, to obtain financing approval for the acquisition of the Property. If Purchaser determines, in its sole and unfettered discretion, that the Property is not suitable for Purchaser, then Purchaser may terminate this Agreement, upon written notice to Seller on or before the expiration of the Due Diligence Period and receive a full refund of the Deposit. Except as otherwise provided under Paragraphs 3, 7, 8, 10, 11 and 19 of this Agreement, Purchaser shall have no right to terminate this Agreement after the Due Diligence Period for matters required to be addressed during the Due Diligence Period. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Due Diligence Period, time being of the essence, the termination right described in this Paragraph 5(a) shall be immediately null and void and of no further force or effect and Purchaser shall be deemed to have accepted the financial and physical condition of the Property and the Deposit shall be deemed non-refundable except in the event of either (i) a Seller's default hereunder; or (ii) the failure of a pre-closing contingency specified in Section 10 or 11 below. Purchaser's failure to provide such notice on or before the end of the Due Diligence Period shall constitute Purchaser's waiver of the herein-described termination right.

(b) During the Due Diligence Period, Purchaser shall have the right, at Purchaser's expense, to select licensed engineers, contractors, and/or other qualified professionals to make inspections concerning the Property, including but not limited to tests of soils, geologic hazards, utility lines and systems, and possible environmental hazards. The transaction contemplated herein is contingent upon Purchaser's full, complete and sole satisfaction of its review of the foregoing.

(c) Any time prior to Closing, Purchaser or its authorized agents shall have the right to enter upon the Seller Property for any lawful purpose, including without limitation performing the tests and inspections Purchaser deems reasonably necessary to satisfy its due diligence requirements and to erect such signs as Purchaser may deem necessary, except signs identifying any contractor that will assist Purchaser. Purchaser agrees to restore any resulting damage to the Seller Property and to indemnify, hold harmless and defend Seller from any and all claims by third

persons of any nature whatsoever arising from Purchaser's right of entry hereunder, including all actions, proceedings, demands, assessments, costs, damages, expenses and attorneys' fees. Purchaser's obligation under this paragraph shall survive delivery of the deed at Closing for a period of two (2) years.

(d) Within five (5) business days after the Effective Date (the "Delivery Deadline"), Seller will deliver complete and accurate copies of all of the Documents (as set forth on Exhibit "B") for Purchaser's examination and analysis. Seller has the continuing obligation to provide Purchaser with any Document that comes into Seller's possession or control or is entered into by Seller after the initial delivery of the Documents.

(e) Purchaser agrees to indemnify, defend and hold Seller, its partners, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the Purchaser's or its agents' actions taken in, on or about the Property in the exercise of the inspection right granted pursuant to Paragraph 5. This Paragraph 5(d) shall survive the delivery of the Deed at Closing and/or any termination of this Agreement for a period of two (2) years.

6. TITLE TO BE DELIVERED. Seller shall deliver to Purchaser, or cause to be delivered to Purchaser, at Closing, an executed Quit Claim Deed ("**Deed**") in recordable form conveying fee simple title to the Property subject to the terms of this Agreement and:

- (a) Reservations of minerals or mineral rights by the State of Minnesota;
- (b) Building, zoning and subdivision laws and regulations consistent with the current use of the Property;
- (c) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to the terms of this Agreement;
- (d) Applicable laws, regulations, zoning regulations and ordinances, whether federal, state or local; and
- (e) Exceptions to title which constitute encumbrances, declarations, restrictions, or easements which have Purchaser has not objected to as provided under Paragraph 7 of this Agreement.

(hereinafter collectively "**Permitted Encumbrances**").

7. EVIDENCE OF TITLE.

(a) Within ten (10) days after the execution of this Agreement by the parties, Seller shall deliver to Purchaser at Seller's expense, a title insurance commitment ("**Commitment**") written by a title company chosen by the Seller ("**Title Company**"), for a title insurance policy in an amount equal to the Purchase Price, which shall commit to insure good and marketable fee simple title to the Property in Purchaser upon Closing. The Commitment shall include proper

searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments, which Commitment shall be issued with the following commitments:

- (1) Insures that at Closing Purchaser shall have marketable and insurable title of record to the Property, free and clear of all liens, encumbrances, leases, claims and charges, all material easements, rights-of-way, covenants, conditions and restrictions and any other matters affecting title, and deleting all exceptions, except for Permitted Encumbrances.
- (2) Waives or insures against all standard exceptions.

(b) Prior to the expiration of the Due Diligence Period as further defined below, Seller shall engage a surveyor to prepare an ALTA survey of the Seller Property (the “**Survey**”) and provide the legal description of the Property to be conveyed by Seller at Closing. The Property shall be in materially the dimensions depicted in Exhibit “A”.

(c) Purchaser shall have fifteen (15) business days following receipt of the second of the Commitment and the Survey within which to deliver to Seller a notice setting forth any objections to title (“**Objections**”); otherwise, Purchaser shall be conclusively presumed to have approved the title to the Property. Notwithstanding the foregoing, Purchaser shall automatically be deemed to have objected to and Seller shall be obligated to cure and release at or prior to Closing any: (i) mortgage financing, security agreements or similar liens given for security or collateral purposes (except as may arise from or relate to Purchaser’s diligence activities), expressly including all recorded loan facility documents, (ii) state, federal or local tax liens or liens for the nonpayment of special assessments against the Property, and (iii) other judgment liens or non-consensual liens pertaining to Seller (collectively, “**Liens**”). If Seller has not removed all Liens by Closing, then any remaining Liens will be cured and satisfied out of Seller’s proceeds at Closing.

(d) Seller shall, within ten (10) days of receipt of Purchaser’s written Objections, notify Purchaser in writing of its intent to cure Objections prior to the end of the Due Diligence Period and shall use reasonable efforts to cure the Objections Seller has elected to (or is required to) cure. Pending cure of Purchaser’s Objections and in the event Seller shall notify Purchaser in writing prior to the expiration of the Due Diligence Period of the need for additional time to cure Objections, the Seller shall have up to an additional sixty (60) days, if necessary; to cure Objections; provided, however, that Seller shall pursue cure of Objections in a diligent manner. Upon failure of Seller to provide notice of intention to cure Objections, or if notice is furnished but (i) the Due Diligence Period expires; or (ii) the extended Due Diligence Period expires, in either case without Objections being cured within the allowable periods, Purchaser may, at its sole election, do any of the following:

- (1) **Termination.** Terminate this Agreement without any liability on its part. The Deposit shall be refunded to Purchaser, and neither party shall have any further rights or obligations hereunder other than those rights and/or obligations which are expressly stated to survive expiration or termination of this Agreement.

- (2) Waiver. Waive such objections and take title to the Property subject to such objections.

8. REPRESENTATIONS OF SELLER. Seller as part of the consideration therefore, represents, warrants, and covenants with Purchaser and its successors and assigns that:

(a) That Seller has the requisite power and authority to enter into this Purchase Agreement and the closing documents relating thereto to be signed by it; that the execution, delivery and performance by Seller of such documents do not conflict with or result in violation of any judgment, order or decree of any court to which Seller is a party; such documents are valid and binding obligations of Seller.

(b) There are no existing claims, actions, suits or other proceedings pending, or to the knowledge of Seller, threatened by any governmental department or agency, or any other corporation, partnership or entity or person whomsoever against Seller or the Seller Property, which in any manner or to any extent may detrimentally affect the Property or Purchaser's right, title or interest in and to any part or all of the Property after Closing. Furthermore, Seller has not received any notice of any pending condemnation, eminent domain or other similar action, suit or proceeding that would affect the Seller Property.

(c) Other than Seller there are no other tenants or occupants of the Property and Seller has not entered into any other contracts, agreements or understandings, whether oral or written, for the sale of all or any portion of the Seller Property, and there are no existing rights of first refusal or options to purchase all or any portion of the Seller Property, or any other rights of others that might prevent the consummation of this Agreement.

(d) On the Closing Date there will be no (i) outstanding leases or occupancy agreements, or (ii) outstanding contracts made by Seller for any improvements to the Seller Property which have not been fully paid for or for which Seller shall not have made arrangements to pay off, at Closing, or that will affect the Seller Property or be binding upon Purchaser or upon the Property subsequent to Closing without Purchaser's written consent; and Seller shall cause to be discharged all mechanic's or materialmen's liens arising from any labor or materials furnished to the Seller Property that were made at the request of Seller, its agents, or contractors, prior to the Closing Date and any mortgages or other such similar encumbrances.

(e) Seller has not received any notice of any actual or proposed special assessments or reassessments of the Property.

(f) Seller is not a foreign person; as such term is defined in Section 1445(f) (3) of the Internal Revenue Code of 1986, as amended, and shall deliver an affidavit to that effect at closing, which shall be in form and substance reasonably acceptable to Purchaser.

(g) To the best of Seller's knowledge:

- (1) no Hazardous Substance (as defined below) has been generated, treated, stored, released, or disposed of, or otherwise placed, deposited in, or located

on the Property or has migrated onto the Property from nearby or adjacent real property; or

- (2) no entity or person has, at any time taken any action in “response” to a “release” in connection with the Property or adjacent tracts; or
- (3) no entity or person has, at any time otherwise engaged in any activity or omitted to take any action which could subject Seller or Purchaser to claims for intentional or negligent torts, strict or absolute liability, either pursuant to statute or common law, in connection with Hazardous Substances (as defined below) located in or on the Property or adjacent tracts, including the generating, transporting, treating, storage, or manufacture of any Hazardous Substance (as defined below) in violation of applicable law. The terms set within quotation marks above means any substance, whether waste, liquid, gaseous or solid matter that is or is deemed to be hazardous, hazardous waste, toxic, pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any applicable environmental law, including the Comprehensive Environmental Response and Liability Act, 42 U.S.C. Sec. 9601, *et seq.*, as amended (“CERCLA”) and any state environmental laws.

(h) To Seller’s knowledge, the conveyance of the Property pursuant hereto will not violate any currently existing applicable statute, ordinance, governmental restriction or regulation, or any private restriction or agreement to which Seller is a party.

(i) To the best of Seller’s knowledge, there are no above ground or underground storage tanks or wells on the Property, it being understood that the representation as to wells shall be recited in the Deed to be delivered by Seller at Closing.

(j) To the best of Seller’s knowledge, Seller represents that methamphetamine production has not occurred on the Property.

(k) Solely for purposes of satisfying the requirements of Minn. Stat. § 115.55, Seller certifies that, to the best of Seller’s knowledge, there is no “individual sewage treatment system” (within the meaning of that statute) on or serving the Property.

(l) Sellers represent to the best of Seller’s knowledge that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law. Purchaser’s obligation to close is contingent upon Purchaser determining to Purchaser’s satisfaction that the property does not have any American Indian burial grounds, other human burial grounds, ceremonial earthworks, historical materials, and/or other archeological sites that are protected by federal or state law.

(m) Seller does not have actual knowledge of any material inaccuracies in the Documents, except as has been disclosed to Purchaser in writing prior to the Delivery Deadline. The copies of all Documents furnished by Seller hereunder are true, accurate and complete.

All of Seller's covenants, representations and warranties in this Purchase Agreement shall be true as of the date hereof and of the Closing Date. If Purchaser discovers that any such covenant, representation, or warranty is not true, Purchaser may elect prior to Closing, in addition to any of its other rights and remedies, to cancel this Agreement and have the Deposit refunded to Purchaser, or Purchaser may by written notice and in Purchaser's sole discretion, postpone the Closing Date up to ninety (90) days to allow time for correction. If Purchaser elects to proceed with the Closing following such discovery, Purchaser shall be deemed to have waived its rights to assert a claim against Sellers arising from the inaccuracy or untruthfulness of any such covenant, representation, or warranty. If Purchaser first discovers a breach of any representation or warranty after the Closing Date, but within two (2) years thereafter, then Purchaser shall be entitled to any remedy at law or equity, notwithstanding any provision of Section 19 to the contrary.

9. ENVIRONMENTAL INSPECTIONS. Purchaser shall have the right to perform a Phase I Environmental Site Assessment (the "**Phase I**") by a provider of its choice and, if the Phase I identifies any Recognized Environmental Conditions (the "**RECs**"), then Purchaser shall be entitled to perform so called Phase II testing to the extent Purchaser determines is necessary to: (i) investigate and quantify potential environmental harms and remediation costs arising from the RECs; and (ii) obtain any applicable liability assurances with respect to the RECs or as to other environmental conditions discovered by Purchaser in its due diligence.

10. PURCHASER'S CONTINGENCIES. In addition to the due diligence provisions set forth in Section 5 above, the obligations of Purchaser under this Agreement are expressly contingent upon the following:

- (a) Each of the following statements being true and correct. Since the Effective Date, there has/have been no: (A) detrimental changes to the physical (including environmental) condition of the Property; (B) further encumbrances placed upon title to the Property or other detrimental changes to title to the Property; (C) actions, facts, circumstances, negligence, or misconduct which would make any of Seller's representations or warranties untrue in any material fashion; nor (D) defaults by Seller, beyond applicable notice and cure periods; and
- (b) Title to the Property shall be held by Seller on the Closing Date, and shall be free and clear of all encumbrances except the Permitted Encumbrances.

If the contingencies set forth herein have not been satisfied or waived by Purchaser by the dates specified, this Agreement shall be null and void and neither party shall have any further obligations hereunder, except that the Deposit shall be refunded to Purchaser. The contingencies set forth in this Paragraph are for the sole and exclusive benefit of Purchaser, and Purchaser shall have the right to waive the contingencies by giving notice to Seller, provided Purchaser abides by the time requirements set forth above.

11. **RESERVED.**

12. **CLOSING.** The closing hereof (the “Closing”) shall take place on the earlier of (i) the tenth (10th) business day after Purchaser waives the Due Diligence Period; or (ii) June 2, 2025 (the “Closing Date”). The Closing shall take place at the offices of the Title Company as an escrow closing, unless otherwise agreed by the parties in writing. At Closing, Seller and Purchaser shall disclose their Social Security Numbers or Federal Tax Identification Numbers for the purpose of completing state and federal tax forms.

13. **SELLER’S OBLIGATIONS AT CLOSING.** On the Closing Date, Seller shall deliver possession of the Property to Purchaser in substantially the condition that it is in on the Effective Date. Seller shall execute and/or deliver to Purchaser the following (collectively the “Closing Documents”):

(a) **Quit Claim Deed.** A Quit Claim Deed in recordable form and reasonably satisfactory to Purchaser, which shall include the following well representations: “Seller certifies that the Seller does not know of any wells on the described Property.”

(b) **Seller’s Affidavit.** A standard form affidavit by Seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other unrecorded interests in the Property.

(c) **Non-Foreign Person Certification.** A certification in form and content satisfactory to the parties hereto and their counsel, properly executed by Seller, containing such information as shall be required by the Internal Revenue Code, and the regulations issued thereunder, in order to establish that Sellers are not a “foreign person” as defined in §1445(f)(3) of such Code and such regulations.

(d) **Storage Tanks.** If required, an affidavit with respect to storage tanks pursuant to Minn. Stat. § 116.48.

(e) **Well Certificate.** If there is a well located on the Property, a well disclosure certificate in form and substance true to form for recording.

(f) **Certification.** A certification that the representations and/or warranties made by Seller are materially the same as were in existence on the date of this Purchase Agreement except to the extent that the representations are no longer true and acceptable to Purchaser.

(g) **Authorization.** A current resolution of Seller’s governing body, authorizing the transaction contemplated by this Agreement and the execution and delivery of Seller’s Closing Documents

(h) **Other Documents.** All other documents reasonably determined by either party and the title insurance company to be necessary to transfer and provide title insurance for the Property.

14. PURCHASER'S OBLIGATIONS AT CLOSING. At Closing and subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth above, Purchaser shall:

(a) **Purchase Price.** Deliver to Seller cash or the balance of the Purchase Price, less any adjustments.

(b) **Other Documents.** Execute and/or deliver to Seller such other documents as may be required by this Agreement or as may be reasonably required by Title Company.

15. CLOSING COSTS. The following costs and expenses shall be paid as follows in connection with the Closing:

(a) Seller shall pay:

- (1) The cost of issuance of the commitment for the title policy;
- (2) One-half the closing fee charged by Title Company for the Closing between Seller and Purchaser;
- (3) State Deed Tax;
- (4) Those other closing costs allocated to Sellers by local custom and practice.

(b) Purchaser shall pay the following costs in connection with the Closing:

- (1) Premium for Purchaser's owner's title insurance policy, any lender's title insurance policy and any endorsements to either;
- (2) Purchaser's attorneys' fees;
- (3) One-half the closing fee charged by Title Company for the Closing between Seller and Purchaser;
- (4) Those other closing costs allocated to Purchasers by local custom and practice

16. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

(a) **Prior Years' Delinquent Real Estate Taxes and Delinquent Special Assessments.** Delinquent real estate taxes payable in years prior to the year of Closing and delinquent installments of special assessments certified for collection with real estate taxes payable in years

prior to the year of Closing, together with penalty, interest and costs, shall be paid by Seller not later than the Closing Date.

(b) Real Estate Taxes Payable in the Year of Closing. Seller and Purchaser shall prorate all general real estate taxes due and payable on or pertaining to the Property in the year in which the Closing Date occurs on a per diem basis. If the Property is a portion of one tax parcel, the prorated taxes payable herein shall be determined on a proportionate square footage basis. Seller shall pay on or before the Closing Date all levied special assessments associated with the Property as of the date of this Purchase Agreement. Purchaser shall assume and pay any assessment pending as of the date of this Purchase Agreement, and all other assessments. Seller shall pay penalty, interest and costs on any delinquent installment of taxes and special assessments payable in the year of Closing.

(c) Certified Special Assessments. All installments of special assessments certified for payment with the real estate taxes payable on the Property in the year of Closing shall be prorated to the Closing Date.

(d) All Other Levied Special Assessments. Seller shall pay on the Closing Date all other special assessments levied against the Property as of the date of this Purchase Agreement.

17. SELLER'S BOUNDARY LINE, ACCESS, RESTRICTIONS AND LIEN WARRANTIES. Seller warrants that buildings on adjoining real property, if any, are entirely outside of the boundary lines of the Property. Seller warrants that there has been no labor or material furnished to the Property for which payment has not been made. Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property. These warranties shall survive the delivery of the Deed.

18. COVENANTS. During the period from the Effective Date through and until the Closing Date, Seller shall: (i) cause the Seller Property to be operated, managed and maintained in a manner consistent with the practice of Seller prior to the Effective Date; (ii) maintain adequate liability insurance; (iii) not sell, lease, assign, transfer or encumber the Seller Property or any interest therein and shall not enter into any agreement in connection therewith; (iv) not grant, create, enter into or consent to any lien, encumbrance, agreement, contract, lease, easement or other obligation of any type or character regarding the Property which will survive the Closing without Purchaser's prior written consent (in Purchaser's sole discretion), (v) not enter into or amend any contract or agreement affecting the Property that will be binding upon Purchaser or the Property after the Closing without Purchaser's prior, written consent (in Purchaser's sole discretion), (vi) cooperate in good faith with Purchaser and assist Purchaser in obtaining any governmental approvals or entitlements for the Purchaser, provided that such cooperation shall be at no material cost to Seller, (vii) promptly execute and return to Purchaser any applications and other documentation reasonably necessary to obtain any governmental approvals and/or entitlements (subject to Seller's reasonably review and approval, at no material expense to Seller), (viii) ensure that all materials provided to and labor performed at the Property at Seller's request have been paid for prior to Closing; and (ix) promptly give written notice to Purchaser upon Seller obtaining knowledge of any of Seller's representations or warranties in this Agreement becoming untrue or inaccurate.

19. REMEDIES.

(a) If Purchaser defaults in its obligation to proceed to the Closing in accordance with the terms of this Agreement and fails to cure such default within ten (10) days after being notified in writing thereof, Seller shall be entitled, as its sole and exclusive remedy, to terminate this Agreement and to retain the Deposit. Seller shall not have the right to recover any other damages of any kind from Purchaser or to obtain other equitable adjustment to the terms of the sale of the Property.

(b) If Seller defaults on any of its material obligations under this Agreement and fails to cure such default within ten (10) days after receiving written notice thereof, Purchaser shall be entitled as its sole remedy to terminate this Agreement and the immediate return of the Deposit. Purchaser shall not have the right to recover any other damages of any kind from Seller or to obtain other equitable adjustment to the terms of the sale of the Property.

20. "AS IS" PURCHASE. Except as set forth in this Purchase Agreement or any document contemplated hereby, (i) the Property is being sold, conveyed, assigned, transferred and delivered "as is, where is," on the date hereof, and in its condition on the date hereof, "with all faults," and Seller is not making, and expressly disclaims, any other representation or warranties written or oral, statutory, express or implied, concerning the Property, including but not limited to, representations or warranties relating to value or quality of the Property or with respect to this Purchase Agreement or the transactions contemplated hereby or thereby, and (ii) Seller specifically disclaims any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to the Property or any part thereof, or as to the workmanship thereof, or the absence of any defects therein, whether latent or patent.

21. PURCHASER ACKNOWLEDGEMENT. Purchaser acknowledges that any future use of the Property may require a replat as a lot and block for future use of the Property.

22. MISCELLANEOUS. The following general provisions govern this Agreement:

(a) Time is of the Essence. The Closing Date, as the same may be extended pursuant to the terms of this Agreement, is of the absolute essence.

(b) Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

(c) Notices. Any notice required to be given to Seller or Purchaser pursuant to this Agreement is given in accordance with this Agreement if it is in writing signed by the party or its counsel identified below, and shall be served (as an alternative to personal service) and if it is directed to Seller by delivering it personally to an officer of Seller, or if it is directed to Purchaser, by delivering it personally to the City Manager of Purchaser, or if deposited cost paid with a nationally recognized reputable overnight courier for overnight delivery or by email transmission (followed promptly by personal service or overnight courier service of a hard copy), property addressed as follows:

Seller: John Maher
19868 County Road 15 NW
Elk River, MN 55330

Purchaser: City of Elk River
13065 Orono Parkway
Elk River, MN 55330
Attention: Calvin Portner
Email: CPortner@ElkRiverMN.gov

With a copy to: CAMPBELL KNUTSON, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Attn: Jared D. Shepherd
Email: jshepherd@ck-law.com

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid, provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

(d) Survival. Except as expressly set forth herein, no warranties, representations, covenants, obligations or other agreements contained in this Agreement shall survive the Closing.

(e) Amendment. This Agreement shall be amended only by a written instrument signed by Seller and Purchaser.

(f) Assignment. Neither Seller nor Purchaser shall assign this Agreement or its rights hereunder without the express written consent of the other, which may be withheld by the other in its sole discretion.

(g) Benefit. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns

(h) Entire Agreement. This Agreement (including all exhibits hereto) contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

(i) Severability. If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

(j) Construction. The captions and headings of the various Paragraphs of this Agreement are for convenience only and are not to be construed as defining or as limiting in any

way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include singular, and the masculine, feminine and neuter shall be freely interchangeable.

(k) Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one in the same Agreement.

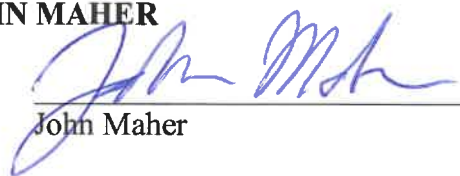
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above, in multiple counterparts, each of which shall be deemed an original and all of which shall evidence but one agreement.

[Remainder of Page Intentionally Left Blank]
[Signature Pages to Follow]

SELLER:

JOHN MAHER

BY:



John Maher

PURCHASER:

CITY OF ELK RIVER

BY:

John J. Dietz, Mayor

AND:

Tina Allard, City Clerk

EXHIBIT A

Depiction of Property

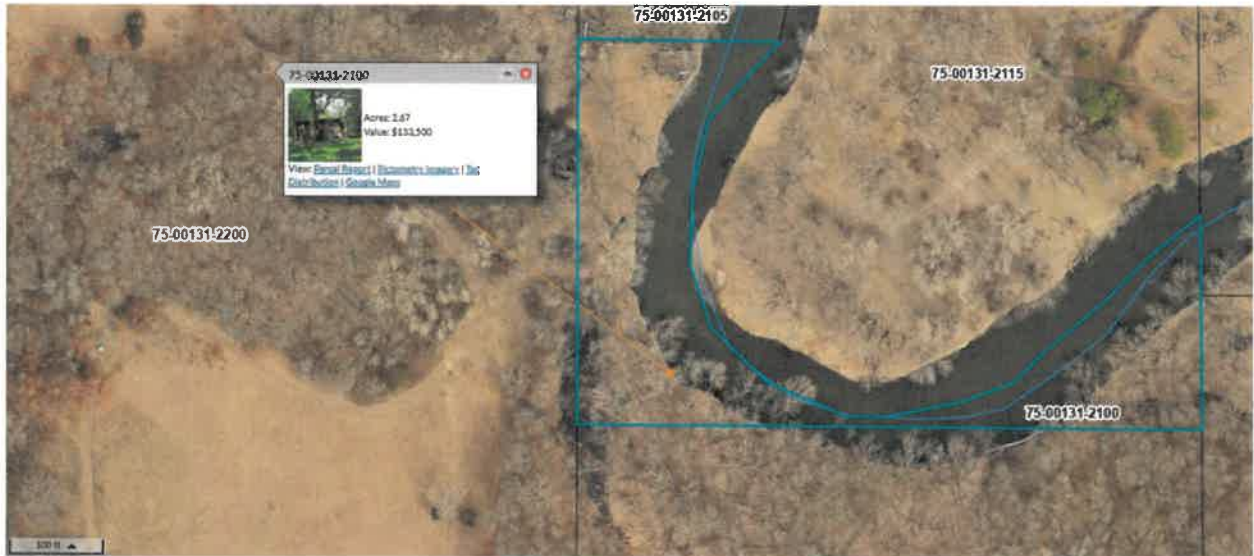


EXHIBIT B

Due Diligence Documents

- (1) Tests and Reports. All results of soil, water, oil, gas, mineral or other environmental tests, Phase I Environmental Site Assessments or so-called Phase II reports, if any, which relate to the Property. Additionally, all records in Seller's possession or control relating to the use of Hazardous Substances or spills or other discharges thereof upon the Property.
- (2) Plans. All plats or other depictions relating to the Property and Improvements and copies of all wetland analyses, planning studies, aerial photographs, topographical maps or studies, engineering studies and plans and mylars that are in Seller's possession or control.
- (3) Governmental Materials. All Permits and all other governmental notices and correspondence, special or conditional use permits, certificates of occupancy, variances and other agreements with any governmental agency, relating to the Property, including, but not limited to availability of utilities at the Property.
- (4) Litigation. Any pleadings, documentation, or correspondence pertaining to threatened or pending litigation related to the Property.
- (5) Title. All title insurance policies, commitments, title exception documents and surveys.
- (6) Contracts. All contracts that benefit or burden the Property where the term extends beyond the anticipated Closing Date.



Resolution 25 - 14

A Resolution of the City Council of the City of Elk River Authorizing the Purchase of Real Estate.

WHEREAS, the John Maher (“Seller”) is the owner of the real property located at in the City of Elk River, County of Sherburne, State of Minnesota, which is legally described as follows:

ELK RIVER CITY SEC:31 TWP:33.0 RG: 26 W: LOT: Blk: 2.67W 1-2 OF NE 1-4 OF NW 1-4 LYING S & W OF ELK RIVER EX N 950 FT
(PID 75-00131-2100) (the “Property”); and

WHEREAS, Elk River Parks and Recreation Master Plan - Initiative 4 Connect to the Rivers, Recommendation 1, Strategy 1 states: As opportunities arise, consider adding riverfront property to the city’s park system with priority on properties or easements that allow for linear connections along the river; and

WHEREAS, The Parks and Recreation Commission toured the real estate on November 10, 2024 and unanimously recommended the City Council pursue this real estate in accordance with the Elk River Parks and Recreation Master Plan on November 13, 2024; and

WHEREAS, the Minnesota Statutes § 462.356, subd. 2, requires that the Elk River Planning Commission (“Planning Commission”) review the proposed acquisition of the Property for compliance with the City’s comprehensive municipal plan, and to report its findings in writing to the City Council of the City of Elk River (“City Council”); and

WHEREAS, Minnesota Statutes §462.356, subd. 2, provides for an exception from the requirement for review by the Planning Commission upon 2/3 vote of the City Council when in its judgment it finds that the acquisition of real property has no relationship to the City’s comprehensive municipal plan; and

WHEREAS, the City finds the acquisition of the Property is in the public’s interest and furthers the aims and purposes of the City, and that the acquisition has no relationship to the City’s comprehensive municipal plan.

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

1. The City Council finds that the acquisition of the Property has no relationship to the City's comprehensive municipal plan.
2. Review by the Planning Commission of the acquisition of the Property is hereby dispensed with.
3. The acquisition of the Property is hereby approved.
4. The Mayor and City Clerk are hereby authorized to execute and deliver all necessary documents to complete the acquisition.

Passed and adopted this 21st day of April, 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.4

Meeting Date
April 21, 2025

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
2025 Ford F-550 Street Division Chipper and Patch
Tow Vehicle Replacement

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the 2025 Streets Division equipment replacement purchase of a 2025 Ford F-550 Chassis tow vehicle as scheduled in the Capital Improvement Plan.

Background/Discussion

The Streets Division requests authorization to purchase a 2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL with aluminum dump body and aluminum chipper topper to replace the current Unit 242, a 2010 Ford F-550.

The F550 Chassis and dump body with chipper topper are vital for performing various tasks, including material hauling, pulling the chipper trailer, and the patch trailer.

Once received, we will send old Unit 242 to auction, with proceeds returning to the Fleet Replacement Fund.

Financial Impact

\$96,315.58 from the 2025 Equipment Replacement Fund Price per MnDOT contract # T-636(5) & 257425

Mission/Policy/Goal

Responsibly grow

Attachments

1. F-550 4x4 Reg Cab 84 CA DRW XL
2. QT 95293 ELK RIVER 1 TON WITH CHIPPER TOP REVISED

The Elk River Vision

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

The logo for Midway Ford Commercial. It features the word "MIDWAY" in large, bold, yellow capital letters at the top. Below it is the Ford logo, which consists of the word "Ford" in its signature script inside a blue oval with a silver border. At the bottom, the word "COMMERCIAL" is written in large, bold, orange capital letters. The entire logo is set against a background of a silver, metallic surface with a circular pattern of rivets.

Fax # 651-604-2936

Standard

40/20/40 Vinyl Front Seat
4-Wheel ABS Brakes
Air Conditioning
225/70r19.5 All Season Tires
Brake Controller
Power Locks

Front Tow Hooks
Rubber Floor Covering
Black Bumper
7.3L V8
Cruise
PTO Provision



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 95293

**** QUOTATION ****

Ship To:	Cust:	3066	Phone:	Bill To:	Phone:
ELK RIVER, CITY OF				ELK RIVER, CITY OF	
19000 PROCTOR RD				19000 PROCTOR RD	
ELK RIVER		MN 55330	USA	ELK RIVER	MN 55330

ATTN: CHRIS TEFF 550 FORD

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	0/00/00

Serial No.

Order Comments: STATE OF MN CONTRACT
#257425

Qty	Part No.	Description	Price Ea.	Net Amt.
1	1997229	- Body 11'6" FSS w/15" high 12 ga SS Fold-Down Sides, 21" high 10 ga SS Lever Top Pin release Tailgate, 40" high 10 ga SS Front, & 3/16" Hardox-450 floor. S-T-T light on Front Headboard. Cabshield, 12 VDC Tailgate trip release, & rear mudflaps included. Mill finish, with underside blasted, seam-sealed, primed and painted gloss black.	\$15,573.00	\$15,573.00
1	9902777	- Body Option Aluminum Fold-Down Sides in lieu of Stainless Steel *** can we add a loop for a step on top of passenger side.. See Chris ***		
1	9906513	- Hoist TMTE 11' 519SF HOIST W/SUB FRAME, ELECTRIC PUMP Dump angle: 45°, DOUBLE acting, W/rear hinge point & OSHA	\$5,851.00	\$5,851.00
1	9901454	- INSTALLATION OF DUMP BODY & ELECTRIC HOIST, w/FMVSS 108 Lights & Rear Flaps	\$3,977.00	\$3,977.00
1	9904694	- INSTALLATION of Camera INSTALL FACTORY CAMERA	\$235.00	\$235.00
1	1984878	- ALUM chipper topper - - For Edge FSC OR FSS Body	\$8,105.00	\$8,105.00
1	9902494	- Hitch 7 Contact RV (flat pin) socket installed	\$230.00	\$230.00
1	9900775	- Hitch TMTE Medium Duty STD Hitch Plate assembly	\$687.00	\$687.00
1	9901172	- Hitch Installation of med duty hitch (Weld On) **NOTE: HITCH PLATE FACE TO BE LOCATED: _____ IN	\$283.00	\$283.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 95293

**** QUOTATION ****

Ship To:	Cust:	3066	Phone:	Bill To:	Phone:
ELK RIVER, CITY OF				ELK RIVER, CITY OF	
19000 PROCTOR RD				19000 PROCTOR RD	
ELK RIVER		MN 55330	USA	ELK RIVER	MN 55330

ATTN: CHRIS TEFF 550 FORD

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	0/00/00

Serial No.

REFERENCE TO REAR TIRE FACE.

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900779	- Hitch 2" Square Receiver tube w/pin & clip. NOTE: DERATES hitch, as per hitch bar utilized. Installed	\$271.00	\$271.00
1	9901897	- TMTE-6 2 L32LAF TOP MOUNT LED STROBES, 2 5VA02ZAD REAR STROBES WITH GROMMETS INSTALLED	\$1,703.00	\$1,703.00
1	9901171	- Fenders M1900 W/Brkts for 19.5" Installed	\$692.00	\$692.00
1	WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele/Scissor Hoists, and all other items.			

Accepted by

Date

Price: \$37,607.00

Total Discounts:

Net Cost: \$37,607.00

Freight

Total: \$37,607.00

General Terms and Conditions for the Sale of Goods

by

Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



Request for Action

To
City Council

Item Number
4.5

Meeting Date
April 21, 2025

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
2025 Mack Plow Truck Replacement

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the Streets Division 2025 equipment replacement purchase of a Mack Granite dump and plow truck as scheduled in the CIP.

Background/Discussion

The Streets Division requests authorization to purchase a 2025 Mack Granite 64FR(T) TA Cab and Chassis with dump body and plow package as a replacement for Unit #243, which is a 2011 International Dump truck. Once received, we will send old Unit #243 to auction, with proceeds returning to the Fleet Replacement Fund.

Financial Impact

\$358,988.04 from the 2025 Equipment Replacement Fund utilizing pricing per MnDOT T-647(5), 26732.

Mission/Policy/Goal

Responsibly grow

Attachments

1. QT 95292 ELK RIVER TANDEM REVISED
2. 4-3-25 (2026MY) ELK RIVER - NUSS MACK GRANITE 64FR

The Elk River Vision

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



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
TOWMASTERTRUCK.COM

Reference No.
QT 95292

**** QUOTATION ****

Ship To:	Cust:	3066	Phone:	Bill To:	Phone:
ELK RIVER, CITY OF				ELK RIVER, CITY OF	
19000 PROCTOR RD				19000 PROCTOR RD	
ELK RIVER	MN	55330	USA	ELK RIVER	MN 55330

ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

Order Comments: STATE OF MN CONTRACT #
267372

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900140	- Body 14'6" EDGE-RS/CS-56-46-46 - - 56" 7ga Stainless Front w/CS hoist doghouse, 46" 7ga Stainless radius sides (no pockets), 46" 7ga Stainless w/Hardox 450 face Tailgate, 1/4" Hardox-450 Floor, 8" I-Beam Longsills, Air-trip ready linkage, Underside Black	\$27,078.00	\$27,078.00
1	SERVICE JOB - T - Misc parts and labor for: INSTALL BOARD POCKETS ON DRIVERS SIDE ONLY QTY 4 SEE 2020 BUILD PICTURES		\$200.00	\$200.00
1	9901701	- Installation of Dump Body to hoist	\$2,420.00	\$2,420.00
1	9900145	- Body acc'y TMTE Air trip kit, w/solenoid valve,	\$505.00	\$505.00
1	9901702	- Installation of air operated tailgate latch kit, with solenoid valve in hydraulic valve enclosure.	\$472.00	\$472.00
1	9900147	- Body acc Box Vibrator - Cougar model DC3200	\$866.00	\$866.00
1	9901703	- Installation of Box Vibrator, with solenoid located in hydraulic valve enclosure.	\$549.00	\$549.00
1	9900156	- Cabshield, 1/2 type Stationary Free-Standing style,w/plain STAINLESS STEEL canopy, Hot-Dipped Galvanized tubing construction support stand, Slotted Center Viewing Window, (2) shovel holders, & reservior mounts, Installed.	\$4,551.00	\$4,551.00
1	9900207	- Ladder Flip-A-Way Access ladder (STAINLESS STEEL) Including Grab Handle above, and Interior Step, ea, Installed SPECIFY LOCATION HERE:PUT LADDER ON RH FRONT OF TRUCK	\$731.00	\$731.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

Qty	Part No.	Description	Price Ea.	Net Amt.
1	9900211	- Body acc'y Dual "split" sander manifolds in rear corner posts	\$534.00	\$534.00
1	9904246	- Light Warning TMTE1SS-3 PKG: (2) STAINLESS STEEL 23H 3-light LED Micro-Edge, (2) 5M-400 Super-LED, (2) Side TIR3 LED, (2) 400 Max B-T-T LED, & (2) 400 LED BU Lights, in Stainless M Housings, (1) TIR3 LED Wing light, and (2) 4" LED work lights Installed	\$5,821.00	\$5,821.00
1	9905778	- Light, Mirror Mounted ABL 3800 LED HEAD LAMP PLOW LIGHTS W/ICE MELTING TECHNOLOGY Installed	\$1,567.00	\$1,567.00
1	9900267	- Fender set Minimizer M400, for Tandem Axle, black Poly, Installed	\$1,839.00	\$1,839.00
1	1965280	- Minimizer FKMACK2B Floor Mat Set for TDM and SGL	\$253.00	\$253.00
1	9904691	- INSTALLATION of (Initial) Single camera system **NOTE:1ST MOUNTED ON RH REAR CORNER POST CURB SIDE, FOR IN PROTECTIVE COVER QUED FOR REVERSE USAGE	\$471.00	\$471.00
2	9904692	- Camera System option, NORTECH 9100-2HC 120 degree night vision CCD weather-proof HEATED camera, only GEN 5 6100	\$182.00	\$364.00
2	9904693	- Camera System option, NORTECH 9100-4 Harness, 65' Waterproof GEN 5 6100	\$195.00	\$390.00
1	9904694	- INSTALLATION of Extra Camera, & Harness GEN 5 6100 **NOTE: 2ND MOUNTED ON STROBE TUBE FOR WING VIEW	\$235.00	\$235.00
1	1941405	- Camera Guard, SS, Bolt-On	\$43.00	\$43.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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Reference No.
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19000 PROCTOR RD				19000 PROCTOR RD	
ELK RIVER		MN 55330	USA	ELK RIVER	MN 55330

ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

1 9905502 - PreCise ARC Sensor Mount #1126929, only GEN 5 6100	\$80.00	\$80.00
1 9905835 - PreCise ARC Sensor #1117640, only, for Wireless GEN 5 CONTROLLER Applications (LESS MTG BRKT), installed INSTALLED	\$770.00	\$770.00
1 9900297 - Pre-Wet Towmaster/Varitech LDS-TMR-190-EGF Body Side Mt Sys for Elliptical body. (2) 95 gal tanks, mtg hardware, plumbi ng, Electric Gravity Feed valve	\$4,730.00	\$4,730.00
1 9902483 - Installation of TMR pre-wet system (New Towmaster Body)	\$1,411.00	\$1,411.00
1 9900317 - Hoist Towmaster/MAILHOT CS130-5.5-3 DOUBLE ACTING	\$5,105.00	\$5,105.00
1 9901711 - Installation of Telescopic DOUBLE acting hoist	\$2,161.00	\$2,161.00
1 9900311 - Hoist TMTE 48" Stabilizer	\$2,615.00	\$2,615.00
1 9902503 - Installation of TMTE Stabilizer & Safety Props	\$743.00	\$743.00
1 9902918 - Scraper FALLS IB-10A 1" MB, w/single lift cylinder, LESS CUTTING EDGES	\$8,636.00	\$8,636.00
1 9901705 - Installation of underbody fixed angle scraper w/single lift cylinder	\$3,887.00	\$3,887.00
1 9904232 - Scraper FORCE Electric pressure transmitter to read on LCD screen, installed	\$429.00	\$429.00
1 9900351 - Scraper FORCE reverse/Auto-Lift system, ADD-A-FOLD valve, installed	\$538.00	\$538.00

-- Continued --

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

1 9902986 - Wing Falls RHTDL10A/FM-HYDPB-TRIP EDGE Primed LESS CUTTING	\$15,519.00	\$15,519.00
EDGES		
1 9900433 - Installation Falls TDL/FM Wing - w/Bulkhead Couplers	\$4,928.00	\$4,928.00
1 9900476 - Wing Falls Safety Yellow - Paint Wing Moldboard	\$465.00	\$465.00
1 9900571 - Plow Hitch Falls 50-Flatplate Hookup Hitch	\$8,566.00	\$8,566.00
1 9900589 - Installation Falls Plow Hitch - 40 Series 3Line/STDBLKHD	\$2,626.00	\$2,626.00
1 9900619 - Plow Push Unit Falls 20/26/40/46 Series Std	\$1,213.00	\$1,213.00
1 9900637 - Plow Falls High Visibility Marker Set	\$161.00	\$161.00
1 9900639 - Plow Falls Rubber Belt Deflector Kit - Installed	\$509.00	\$509.00
1 9900641 - Plow Falls Parking Stand - Screw Adj Style	\$391.00	\$391.00
1 9903074 - Plow Falls Poly PTE-1248/TRP-EDG/NOSHU/POLY-BLK Plow LESS CUTTING EDGES	\$13,509.00	\$13,509.00
1 9900758 - Hitch TMTE Heavy Duty plate ass'y w/light holes in plate,	\$623.00	\$623.00
1 9901716 - Hitch Installation of Pup Hitch (weld in style) & Mn Dot Predrilled	\$1,253.00	\$1,253.00
**NOTE: HITCH PLATE FACE TO BE LOCATED: IN REFERENCE TO REAR TIRE FACE.		
1 9900791 - Sander Falls 1ASD-6CDSS-6P-1D-1S-LM, Salt Special 6", Stainless Steel Unit, LH Discharge, Single Poly Spinner Ass'y, co	\$7,198.00	\$7,198.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
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ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

complete sander (includes extra salt shield)

1	9901718	- Sander Install & dual manifold RH & LH rear	\$1,507.00	\$1,507.00
1	9900823	- Sander TMTE Exterior (removable) sander/tailgate spill plates, Stainless Steel	\$624.00	\$624.00
1	9900851	- Valve System, Force Add-A-Fold MCV-ISO Valve 9 Functions , INSTALLED BOX HOIST,PLOW,PLOW STEER,WING TOE,WING HEEL,WING PUSHBAR,SCRAPER, AUGER & SPINNER	\$17,211.00	\$17,211.00
1	9902497	- Control System Force ULTRA-4-6100 Commander control, Installed	\$15,961.00	\$15,961.00
1	9906316	- Control Add-on Force 92104-8 Wireless Pendant & Receiver 4 FUNCTION TRANSMITTER FOR WING TOE AND WING HEEL SECTION TO UNHOOK PLOW AND WING FROM PLAT FACE COUPLER. INSTALLED WITH EXTRA REMOTE	\$847.00	\$847.00
1	9906317	- Control Add-on Force 92104TX-8 Wireless Transmitter Only	\$282.00	\$282.00
1	9900882	- Reservoir TMTE Cabshield mt (stainless steel) w/intank filter, installed	\$4,267.00	\$4,267.00
1	9900891	- Pump Force TXV92 (5.6 ci),Pump 280 HOT SHIFT for Allison Trans, W/ ELECT SHUT DOWN installed	\$8,811.00	\$8,811.00
1	9900893	- Valve Force Cable pull-off (for use w/telescopic hoist) installed	\$758.00	\$758.00
1	9900871	- Switch TMTE BODY UP Installed (electric controls only)	\$288.00	\$288.00
1	9900884	- Sensor Force Low oil indicator system, SLIM-LINE AND CABSHIELD MOUNTED w/light mounted in cab, installed	\$334.00	\$334.00

--- Continued ---

Accepted by

Date

Price:

Total Discounts:

Net Cost:

Freight

Total:



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ATTN: CHRIS TEFF 763-232-0858

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	CHRIS GUGGEMOS	NET 30 DAYS	4/03/25	4/08/25	7/15/22

Serial No.

2 9900905 - Valve 4-port 1/2" Multi-Hose coupler system installed	\$1,697.00	\$3,394.00
1 FOR PLOW 1 FOR WING		
1 9900927 - Air Bag Canadian Load-Share kit, manual adj., Western Star and Mack	\$1,691.00	\$1,691.00
1 WARRANTY - TOWMASTER EXCLUSIVE WARRANTY: 5 yr Steel/Stainless Steel Body Structure; 5 yr Whelen LED Light Systems; 3 yr Palfinger Hoists; 4 yr SwapLoader Hoists; 1 year Swenson Spreaders, 2 yr Hyd, FALLS Snow Equip, Tele Hoists, and all other items.		

Accepted by

Date

Price: \$192,930.00

Total Discounts:

Net Cost: \$192,930.00

Freight

Total: \$192,930.00

General Terms and Conditions for the Sale of Goods

by

Subsidiaries of ASH North America, Inc

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.

Price quote for: **TANDEM AXLE CAB/CHASSIS**

Vendor Name: **Nuss Truck and Equipment**
 Contact Person: **Dan Chipman**
 Street Address: **2195 WEST COUNTY ROAD C2**
 P.O. Box:
 City, State, Zip: **ROSEVILLE, MN 55113**
 Phone #: **612-297-6496**
 Toll Free #: **800-704-0935**
 Fax #: **651-635-0928**
 Email Address: **dchipman@nussgrp.com**

Version of Excel used:

Spec #	Information Requested
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1.0	Make & Model C.A. & W.B. dimension Front Axle Location (Set Forward, Set Back) Frame, Steel PSI Frame, Section Modulus Frame, Resistance to Bending Moment Frame overhang length Type of fasteners used on frame members Front bumper description Front Axle Type & Size Front Spring length Front brake size Front Brake chamber size U Joint Make, Model & Type (1/2 round, etc.) Rear Axle Type & Size
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Rear brake size

Rear brake chamber size

Parking Brake Type & Model #

Front Tire Make & Size

Front Rim Size & Rating

Rear tire make & size

Rear rim size & rating

Air compressor type & size

Air dryer info

Engine type, HP & torque

Type of engine fan drive

Exhaust description

Starter motor Make & Model

Right side steering assist (Auxiliary gear, hydraulic ram or none)

Transmission Make & Model, # of Speeds

Clutch size and # of plates

Battery CCA, # of batteries, CCA of each battery

Fuel tank size, shape and material

Alternator Type & Size

Radiator Sq in & Material

Type and number of horns

Cab ride (type of mounting)

Cab size door to door, floor to ceiling

Distance of cab floor to ground

Description of seats supplied with base cab & chassis

Windshield washer nozzle location

Interior package (Low, Med or Premium)

Does unit include cruise control

How is dome light activated

Steering wheel adjustment (tilt, telescoping, etc.)

Cab grab handle locations

Storage pocket description

Cab Gauges, List

Dimmer switch location

Paint description

Cab & chassis warranty (time & mileage)

Engine warranty (time & mileage)

Transmission warranty (time & mileage)

Rear end warranty (time & mileage)

Delivery of chassis starting point

Estimated weight on front axle of base unit

Estimated weight on rear axle of base unit

2013

Answer

2025 MACK GRANITE 64FR (T) TA

210" WB, 123" CA

SET FORWARD

120,000 PSI

17.7 SM

2,120,000 RBM

62" AF

HUCK

Swept Back Steel

Mack FXL12, 12,000 lbs.

55"

16.5" x 5" Meritor "S" Cam Type Q+

24"

Meritor 17 MXL Extended Life

Mack S38R, 38,000 lbs.

Meritor"S" CAM 16.5"x7" Q+
30/30
Haldex/Anchorlok
11R22.5 14 Ply Bridgestone R268
22.5 x 8.25 7,400 lbs
11R22.5 14 PLY Bridgestone M726 ELA
22.5 x 8.25 7,400 lbs
WABCO 37.4 CFM
WABCO System Saver 1200 Plus
Mack MP7-345M - 325HP @1600-1800 RPM 1350/LB/FT Max Torque
Behr Fan And Electronic Modulating Viscous Fan Drive
Cleartech one DPF/SCR right hand under cab
Delco 39MTHD
None
Eaton Fuller FRO-14210C
15.5" Two Plate
Three Mack 760/2280 CCA
66 Gallon Alum Sleeved D-Shaped
Delco 12V 160A (28SI Brush Type)
Aluminum Core
One Mack Rectangle Air

Air Ride Cab
78", 62"
47"
Driver: Mack-Air High Back (1 Chamber Air Lumbar) Passenger: Mack-Fixed, High Back
Mounted on Wiper Arm
Comfort Trim Package (Med)
Yes
Door & Cab Switch
Tilt & Telescoping
RH & LH Behind Door
Two Storage Compartment & Net Retainers with Center Mounting for CB Provisions
Air Pressure, Voltmeter, Engine Coolant Temperature, Engine Oil Pressure, Speedometer, Tachometer, Exhaust Pyrometer, and Tranwmission Oil Temperature
Turn Signal
Mack White
One Year or 100,000 Miles
Two Years or 250,000 miles
Fuller - Three years or 350,000 Miles
Mack - Five Years or 500,000 Miles
Roseville, MN 55113
8,421
8,077

TANDEM AXLE CAB/CHASSIS

Exhibit D: Price Schedule

VENDOR NAME NUSS TRUCK & EQUIPMENT**MAKE AND MODEL** 2025 MACK GRANITE 64FR (T) TA

This section for use when ordering

WB	212"	Grand Total \$ 166,058.04
CA	125"	
AF	63"	
Rear Ratio	4.19	
Cab Color	Mack White: P9188	
Wheel Color	Aluminum	
Notes	City of Elk River,	4.3.25(NUSS2025000178D865)

Spec #	Description	Qty	2025 Price	Subtotal
1.0	Price for Base Unit:	1	\$ 118,990.00	\$ 118,990.00
2.0	FRAME OPTIONS			
2.1	Front frame extension	1	\$ 1,210.00	\$ 1,210.00
2.2	Custom hole punching in frame		\$ 100.00	\$ -
2.3	Deduct for no front bumper	1	\$ (65.00)	\$ (65.00)
2.4	Frame fastener option (bolt or huck spun)	1	STD	
2.5	Frame, R.B.M., S.M., PSI, CT			
2.6	2,120,000 17.7 120,000 87 - 112 CA		\$ (64.00)	\$ -
2.7	2,120,000 17.7 120,000 113 - 133 CA		STD	
2.8	2,120,000 17.7 120,000 134 - 152 CA		\$ 107.00	\$ -
2.9	2,120,000 17.7 120,000 153 - 199 CA		\$ 406.00	\$ -
2.10	2,120,000 17.7 120,000 200 - 236 CA		\$ 482.00	\$ -
2.11	2,470,000 20.6 120,000 87 - 112 CA		\$ 176.00	\$ -
2.12	2,470,000 20.6 120,000 113 - 133 CA		\$ 240.00	\$ -
2.13	2,470,000 20.6 120,000 134 - 152 CA		\$ 347.00	\$ -
2.14	2,470,000 20.6 120,000 153 - 199 CA		\$ 646.00	\$ -
2.15	2,470,000 20.6 120,000 200 - 236 CA		\$ 722.00	\$ -
2.16	2,820,000 23.5 120,000 87 - 112 CA		\$ 521.00	\$ -
2.17	2,820,000 23.5 120,000 113 - 133 CA	1	\$ 585.00	\$ 585.00
2.18	2,820,000 23.5 120,000 134 - 152 CA		\$ 692.00	\$ -
2.19	2,820,000 23.5 120,000 153 - 199 CA		\$ 991.00	\$ -
2.20	2,820,000 23.5 120,000 200 - 236 CA		\$ 1,067.00	\$ -
2.21	3,160,000 26.3 120,000 87 - 112 CA		\$ 744.00	\$ -
2.22	3,160,000 26.3 120,000 113 - 133 CA		\$ 808.00	\$ -
2.23	3,160,000 26.3 120,000 134 - 152 CA		\$ 915.00	\$ -
2.24	3,160,000 26.3 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.25	3,160,000 26.3 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.26	DOUBLE FRAME - PARTIAL IC REINFORCEMENT			
2.27	3,230,000 26.9 120,000 87 - 112 CA		\$ 801.00	\$ -
2.28	3,230,000 26.9 120,000 113 - 133 CA		\$ 865.00	\$ -
2.29	3,230,000 26.9 120,000 134 - 152 CA		\$ 972.00	\$ -
2.30	3,230,000 26.9 120,000 153 - 199 CA		\$ 1,214.00	\$ -
2.31	3,230,000 26.9 120,000 200 - 236 CA		\$ 1,290.00	\$ -
2.32	3,580,000 29.8 120,000 87 - 112 CA		\$ 1,041.00	\$ -
2.33	3,580,000 29.8 120,000 113 - 133 CA		\$ 1,105.00	\$ -
2.34	3,580,000 29.8 120,000 134 - 152 CA		\$ 1,212.00	\$ -
2.35	3,580,000 29.8 120,000 153 - 199 CA		\$ 1,511.00	\$ -
2.36	3,580,000 29.8 120,000 200 - 236 CA		\$ 1,587.00	\$ -
2.37	3,920,000 32.7 120,000 87 - 112 CA		\$ 1,376.00	\$ -
2.38	3,920,000 32.7 120,000 113 - 133 CA		\$ 1,450.00	\$ -
2.39	3,920,000 32.7 120,000 134 - 152 CA		\$ 1,657.00	\$ -
2.40	3,920,000 32.7 120,000 153 - 199 CA		\$ 1,856.00	\$ -
2.41	3,920,000 32.7 120,000 200 - 236 CA		\$ 1,932.00	\$ -
2.42	4,260,000 35.5 120,000 87 - 112 CA		\$ 1,832.00	\$ -
2.43	4,260,000 35.5 120,000 113 - 133 CA		\$ 1,673.00	\$ -
2.44	4,260,000 35.5 120,000 134 - 152 CA		\$ 2,003.00	\$ -
2.45	4,260,000 35.5 120,000 154 - 199 CA		\$ 2,301.00	\$ -
2.46	4,260,000 35.5 120,000 200 - 236 CA		\$ 2,384.00	\$ -
2.47	DOUBLE FRAME - FULL IC REINFORCEMENT			
2.48	3,230,000 26.9 120,000 87 - 112 CA		\$ 1,001.00	\$ -
2.49	3,230,000 26.9 120,000 113 - 133 CA		\$ 1,065.00	\$ -

2.50	3,230,000	26.9	120,000	134 - 152 CA		\$	1,172.00	\$	-
2.51	3,230,000	26.9	120,000	153 - 199 CA		\$	1,414.00	\$	-
2.52	3,230,000	26.9	120,000	200 - 236 CA		\$	1,490.00	\$	-
2.53	3,580,000	29.8	120,000	87 - 112 CA		\$	1,241.00	\$	-
2.54	3,580,000	29.8	120,000	113 - 133 CA		\$	1,305.00	\$	-
2.55	3,580,000	29.8	120,000	134 - 152 CA		\$	1,412.00	\$	-
2.56	3,580,000	29.8	120,000	153 - 199 CA		\$	1,711.00	\$	-
2.57	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.58	3,580,000	29.8	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.59	3,580,000	29.8	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.60	3,580,000	29.8	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.61	3,580,000	29.8	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.62	3,580,000	29.8	120,000	200 - 236 CA		\$	1,787.00	\$	-
2.63	3,920,000	32.7	120,000	87 - 112 CA		\$	1,576.00	\$	-
2.64	3,920,000	32.7	120,000	113 - 133 CA		\$	1,650.00	\$	-
2.65	3,920,000	32.7	120,000	134 - 152 CA		\$	1,857.00	\$	-
2.66	3,920,000	32.7	120,000	153 - 199 CA		\$	2,056.00	\$	-
2.67	3,920,000	32.7	120,000	200 - 236 CA		\$	2,132.00	\$	-
2.68	4,260,000	35.5	120,000	87 - 112 CA		\$	2,032.00	\$	-
2.69	4,260,000	35.5	120,000	113 - 133 CA		\$	1,873.00	\$	-
2.70	4,260,000	35.5	120,000	134 - 152 CA		\$	2,203.00	\$	-
2.71	4,260,000	35.5	120,000	153 - 199 CA		\$	2,501.00	\$	-
2.72	4,260,000	35.5	120,000	200 - 236 CA		\$	2,584.00	\$	-
2.73	TRIPLE FRAME - FULL IC REINFORCEMENT								
2.74	5,688,000	47.4	120,000	87 - 112 CA		\$	4,960.00	\$	-
2.75	5,688,000	47.4	120,000	113 - 133 CA		\$	5,024.00	\$	-
2.76	5,688,000	47.4	120,000	134 - 152 CA		\$	5,131.00	\$	-
2.77	5,688,000	47.4	120,000	153 - 199 CA		\$	5,430.00	\$	-
2.78	5,688,000	47.4	120,000	200 - 236 CA		\$	5,506.00	\$	-
2.79	Flush bright finish channel steel					\$	113.00	\$	-
2.80	Extended stylized-silver-bright finish steel w/stone guard					\$	1,495.00	\$	-
2.81	Extended - swept back steel, bright finish with stone guard - includes center tow pin					\$	1,139.00	\$	-
2.82	Mill finish, flush mounted, unpainted aluminum					\$	68.00	\$	-
2.83	Extended swept back channel steel (includes center tow pin) w/stone guard					\$	805.00	\$	-
2.84	Extended swept back channel steel with bright finish w/painted center tow pin					\$	620.00	\$	-
2.85	Extended swept back steel channel w/bright finish					\$	258.00	\$	-
2.86	Extended swept back painted steel				0	STD			
2.87	Flush painted steel					\$	(15.00)	\$	-
2.88	Flush stainless clad aluminum					\$	143.00	\$	-
2.89	Plate type radiator guard					\$	105.00	\$	-
2.90	Bright finish plate type radiator guard					\$	258.00	\$	-
2.91	Rust Protection Between Frame Rails & Liners					\$	633.00	\$	-
2.92	BOC crossmember, steel HD back to back channel intermediate					\$	129.00	\$	-
2.93	BOC & intermediate crossmember, HD I-Beam					\$	211.00	\$	-

3.0 FRONT AXLE/SUSPENSION/BRAKE/OPTION

3.1	Set forward front axle option	1	STD		
3.2	12,000 front axle & matching suspension - Mack FXL12		STD		
3.3	14,600 front axle & matching suspension - Mack FXL14.6		\$	771.00	\$ -
3.4	16,000 front axle and matching suspension		\$	999.00	\$ -
3.5	18,000 front axle and matching suspension - Mack FXL18		\$	1,361.00	\$ -
3.6	20,000 front axle and matching suspension - Mack FXL20	1	\$	2,147.00	\$ 2,147.00
3.7	23,000 front axle and matching suspension - Mack FXL23		\$	2,448.00	\$ -
3.8	Heavy duty front axle shocks	1	STD		
3.9	Front stabilizer bar		No Bid		
3.10	Right hand air bag suspension per Spec 3.7, Driver controlled		No Bid		
3.11	Left air bag suspension per Spec 3.7, Driver controlled		No Bid		
3.12	Front axle lubrication cap with slotted venthole		No Bid		
3.13	Front brake dust shields	1	\$	22.00	\$ 22.00
3.14	Dual front auxiliary steering gear	1	\$	661.00	\$ 661.00
3.15	RH spring build up for wing plow application		\$	91.00	\$ -
3.16	LH spring build up for wing plow application		\$	91.00	\$ -
3.17	All wheel drive front axle		\$	43,000.00	\$ -
3.18	Twin Steer Front Axle		\$	18,500.00	\$ -
3.19	Aluminum front hubs		\$	103.00	\$ -
3.20	Centerfuse outboard mounted brake drums		\$	252.00	\$ -
3.21	Multileaf front spring ILO taperleaf (2 leaf spring)		\$	35.00	\$ -

3.22	HD multileaf front spring ILO taperleaf (2 leaf spring)		\$ 65.00	\$ -
3.23	HD taperleaf (3 leaf spring) ILO of taperleaf (2 leaf spring)	1	\$ 65.00	\$ 65.00
3.24	Meritor EX+ Air Disc Brakes requires Meritor rear brakes		\$ 653.00	\$ -
3.25	Meritor front slack adjusters - Need same slack on rear axle		\$ 1.00	\$ -
3.26	Meritor front slack with stainless steel pins		\$ 58.00	\$ -
3.27	Haldex front slack adjusters - Need same slack adjuster on rear axle		STD	
3.28	Haldex front slack with stainless steel pins	1	\$ 67.00	\$ 67.00

4.0 4.0 TANDEM REAR AXLE/SUSPENSION/BRAKE/OPTIONS

4.1	46,000# rear axle & matching suspension Make & Model - Mack S462R & SS46 Mack Camelback Suspension		\$ 2,300.00	\$ -
4.2	40,000# walking beam rear suspension and axle Make & Model - Meritor MT-40-14X4D with Hendrickson HMX EX 400		\$ 1,286.00	\$ -
4.3	46,000# walking beam rear suspension and axle Make & Model - Meritor MT-46-160 with Hendrickson HMX EX 460		\$ 2,956.00	\$ -
4.4	40,000# air suspension and axle Make & Model - Meritor MT-40-14X4D with Mack AL-461 Air		\$ 1,105.00	\$ -
4.5	46,000# air suspension and axle Make & Model - Meritor RT-46-160 with Mack AL-461 Air		\$ 2,679.00	\$ -
4.6	Dash mounted air dump system - With air ride suspension		\$ 14.00	\$ -
4.7	Driver activated differential lock on one rear axle (front axle _____ rear axle _____, check one)		\$ 562.00	\$ -
4.8	Driver activated differential lock on both front and rear axles		\$ 1,125.00	\$ -
4.9	Driver activated differential lock on both front and rear axles, and lubrication pump and filter system		\$ 1,407.00	\$ -
4.10	Meritor MT-40-14X4D, both axles driver differential lock and pump, HMX400 40,000 # walking beam suspension		\$ 2,693.00	\$ -
4.11	Meritor RT-46-160, both axles driver differential lock and pump, HMX460 46,000 # walking beam suspension		\$ 4,363.00	\$ -
4.12	½ round universal joints	1	STD	
4.13	Spicer 1810 HD drive line with half round universal joints		\$ 140.00	\$ -
4.14	Rear Dust Shields	1	\$ 39.00	\$ 39.00
4.15	Driver activated differential lock on both front and rear axles with individual switches		\$ 1,283.00	\$ -
4.16	Meritor 18 MXL extended lube		\$ 39.00	\$ -
4.17	Meritor 176 MXL extended lube		\$ 38.00	\$ -
4.18	Dana-spicer SPL170XL Lite extended lube series		\$ 361.00	\$ -
4.19	Dana-spicer SPL250XL Lite extended lube series		\$ 493.00	\$ -
4.20	Dana-spicer SPL250HDXL Lite extended lube series	1	\$ 502.00	\$ 502.00
4.21	Dana-spicer SPL350XL Lite extended lube series		\$ 1,007.00	\$ -
4.22	Dana-spicer SPL350HDXL Lite extended lube series		\$ 1,262.00	\$ -
4.23	Mack S38R 38,000# Fabricated Steel Housing		STD	
4.24	Mack S400R 40,000# Fabricated Steel Housing		\$ 435.00	\$ -
4.25	Mack S402 40,000 # Cast Ductile Iron Housing	1	\$ 473.00	\$ 473.00
4.26	Mack S440 44,000# Fabricated Steel Housing		\$ 1,485.00	\$ -
4.27	Mack S460R 46,000# Fabricated Steel Housing		\$ 1,916.00	\$ -
4.28	Mack S462R 46,000# Cast Ductile Iron Housing		\$ 1,954.00	\$ -
4.29	Mack S522R Cast Ductile Iron Housing		\$ 3,460.00	\$ -
4.30	Meritor 40,000# MT-40-14X4C Amboid (High Entry)		\$ 55.00	\$ -
4.31	Meritor 40,000# MT-40-14X4D Hypoid (Low Entry)		\$ 55.00	\$ -
4.32	Meritor 46,000# RT-46-160		\$ 1,629.00	\$ -
4.33	Meritor 46,000# RT-46-164EH		\$ 1,689.00	\$ -
4.34	Mack S38 38,000# multileaf camelback spring		STD	
4.35	Mack S38 38,000# multileaf camelback spring - Heavy Duty		\$ 15.00	\$ -
4.36	Mack SS40 40,000# multileaf camelback spring		\$ 186.00	\$ -
4.37	Mack SS44 44,000# multileaf camelback spring		\$ 235.00	\$ -
4.38	Mack SS44 44,000# multileaf camelback spring - Heavy Duty		\$ 255.00	\$ -
4.39	Mack SS462 46,000# multileaf camelback spring		\$ 346.00	\$ -
4.40	Mack SS462 46,000# multileaf camelback spring - Heavy Duty		\$ 415.00	\$ -
4.41	Mack SS52 52,000# multileaf camelback spring - Heavy Duty		\$ 1,292.00	\$ -
4.42	Mack AL-461 46,000# air ride		\$ 1,050.00	\$ -
4.43	Mack M-Ride 40 parabolic 2-leaf, 40,000#		\$ 648.00	\$ -
4.44	Mack M-Ride 40 parabolic 3-leaf, 40,000# - Heavy Duty	1	\$ 1,112.00	\$ 1,112.00
4.45	Mack M-Ride 46 parabolic 3-leaf 46,000#		\$ 909.00	\$ -
4.46	Mack M-Ride 52 parabolic 3-leaf, 52,000#		\$ 1,685.00	\$ -
4.47	Mack M-Ride 52 parabolic 11-leaf, 52,000# - Heavy Duty		\$ 1,773.00	\$ -
4.48	HMX 400 Hendrickson Haulmax rubber suspension 40,000#		\$ 1,231.00	\$ -
4.49	HMX 460 Hendrickson Haulmax rubber suspension 46,000#		\$ 1,385.00	\$ -
4.50	Chambers 46,000# High Stability W#29 CAN		\$ 3,736.00	\$ -
4.51	PAX 46 High Stability Hendrickson Primaxx Air Suspension		\$ 2,968.00	\$ -
4.52	PAX 522 High Stability Hendrickson Primaxx Air Suspension		\$ 3,023.00	\$ -

4.53	Neway ADZ-246 air ride suspension		\$ 2,968.00	\$ -
4.54	Neway ADZ-252 air ride suspension		\$ 3,786.00	\$ -
4.55	Delete power divider lockout		\$ (153.00)	\$ -
4.56	55" axle spacing		\$ 142.00	\$ -
4.57	Dual leveling valve air suspension height control		\$ 174.00	\$ -
4.58	Mack CRDP1501/1511 with interwheel power divider - both axles	1	\$ 3,182.00	\$ 3,182.00
4.59	Outboard centrifuse rear brake drums		\$ 240.00	\$ -
4.60	Haldex automatic rear slack adjustor		STD	
4.61	Haldex automatic rear slack adjustor with stainless steel pins	1	\$ 267.00	\$ 267.00
4.62	Meritor automatic rear slack adjustor		\$ 1.00	\$ -
4.63	Meritor automatic rear slack adjustor with stainless steel pins		\$ 267.00	\$ -
4.64	Aluminum preset rear hubs with integrated spindle nut		\$ 42.00	\$ -
4.65	Air Disc Brake (17") H-Type - Require Air Disc Front Brakes		\$ 2,690.00	\$ -
4.66	Meritor rear brakes - 16.5"7" Q+	1	STD	
4.67	Meritor rear brakes - 16.5" x 8 5/8+ Q+ - N/A with dust shields		\$ 291.00	\$ -
4.68	Meritor rear brakes - 16.5" x 8"+ Q+ - N/A with dust shields		\$ 213.00	\$ -
4.69	10,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 11,326.00	\$ -
4.70	13,000 lb Hendrickson Composolite Steerable Pusher Axle - includes tires and rims		\$ 9,791.00	\$ -
4.71	20,000 lb Hendrickson Steerable Pusher Axle - includes tires and rims		\$ 12,635.00	\$ -
4.72	20,000 lb Hendrickson Non-Steerable Pusher Axle - includes tires and rims		\$ 11,950.00	\$ -
4.73	10,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,826.00	\$ -
4.74	13,000 lb Hendrickson Composolite Steerable Tag Axle - includes tires and rims		\$ 11,255.00	\$ -
4.75	20,000 lb Hendrickson Steerable Tag Axle - includes tires and rims		\$ 14,901.00	\$ -
4.76	6S/6M systems sensing both rear axle wheel end sensors		\$ 440.00	\$ -
4.77	Furnish Meritor wide track axle option - Need for Super Singles		\$ 1,200.00	\$ -

5.0 Fifth Wheel options

5.1	Frame end tapered and open		\$ 12.00	\$ -
5.2	Frame end tapered and closed		\$ 30.00	\$ -
5.3	Fixed fifth wheel - Holland FW-35		\$ 684.00	\$ -
5.4	Mechanical slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 562.00	\$ -
5.5	Air slide fifth wheel - Holland FW35, Travel - 24" slide		\$ 986.00	\$ -
5.6	Stainless 1/4 fenders, mounted front of tandems		\$ 127.00	\$ -
5.7	Plastic 1/4 fenders, mounted front of tandems		\$ 110.00	\$ -
5.8	Tractor package hookup		\$ 297.00	\$ -
5.9	Behind cab deck plate		\$ 681.00	\$ -
5.10	Holland fixed with non-tilt 5th wheel		\$ 1,385.00	\$ -
5.11	Holland manual slide 5th wheel		\$ 537.00	\$ -
5.12	Mud flaps with brackets		\$ 115.00	\$ -
5.13	Betts B60 stainless steel angled mud flap brackets		\$ 161.00	\$ -
5.14	Hose tender & towel bar assembly		\$ 58.00	\$ -
5.15	Coiled trailer air hose		\$ 39.00	\$ -
5.16	Coiled trailer electrical hose		\$ 44.00	\$ -
5.17	Air Weight AW5800 onboard scales		\$ 1,118.00	\$ -
5.18	Medium height 5th wheel ramp guide		\$ 228.00	\$ -
5.19	Trailer hook up light		\$ 74.00	\$ -

6.0 TIRES/RIMS OPTIONS:

6.1	Nylon wafers or wheel guards on all wheels (10 ea.)	1	\$ 51.00	\$ 51.00
6.2	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (10 ea.)		STD	
6.3	Heavier 7500 lb. 22.5 x 8.25 Steel rims in lieu of standard 7300# rims (8 ea.) in rear only		\$ 16.00	\$ -
6.4	11R 22.5 H front tires		\$ 142.00	\$ -
6.5	12R 22.5 H front tires		\$ 376.00	\$ -
6.6	9000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires		No Bid	
6.7	10,000 lb. 22.5 9" front steel rims, 315/80R 22.5 J front tires	1	\$ 569.00	\$ 569.00
6.8	10,500 lb. 22.5 x 12.25 front steel rims, 385/65R 22.5 J front tires		\$ 609.00	\$ -
6.9	10,500 lb. 22.5 x 12.25 front steel rims, 425/65R 22.5 J front tires		\$ 669.00	\$ -
6.10	11R 22.5 H rear tires		\$ 656.00	\$ -
6.11	7,300 lb. 24.5" x 8.25" steel front rims		\$ 5.00	\$ -
6.12	7300 lb. 24.5" x 8.25" rear steel rims		\$ 44.00	\$ -
6.13	8,000 lb. 24.5" x 8.25" steel front rims		\$ 10.00	\$ -

6.14	8,000 lb. 24.5" x 8.25" steel rear rims		\$ 164.00	\$ -
6.15	11R 24.5 G front tires		\$ 136.00	\$ -
6.16	11R 24.5 H front tires		\$ 166.00	\$ -
6.17	11R 24.5 G rear tires		\$ 164.00	\$ -
6.18	11R 24.5 H rear tires		\$ 501.00	\$ -
6.19	Steel spare rim, size 22.5 x 8.25		\$ 572.00	\$ -
6.20	Steel spare rim, size 24.5 x 8.25		\$ 660.00	\$ -
6.21	Steel spare rim, size 22.5 x 9.0		\$ 878.00	\$ -
6.22	Steel spare rim, size 22.5 x 12.25		\$ 720.00	\$ -
6.23	12R22.5 H front tires		\$ 618.00	\$ -
6.24	12R 22.5 H rear tires		\$ 2,137.00	\$ -
6.25	Wheel lug wrench - includes handle		\$ 48.00	\$ -
6.26	Aluminum front wheel - 22.5 x 8.25		\$ 246.00	\$ -
6.27	Aluminum front wheel - 24.5 x 8.25		\$ 342.00	\$ -
6.28	Aluminum front wheel - 22.5 x 9.0	1	\$ 475.00	\$ 475.00
6.29	Aluminum front wheel - 22.5 x 12.25		\$ 387.00	\$ -
6.30	Polished aluminum front wheel		\$ 48.00	\$ -
6.31	Dura-bright bright finish front wheels		\$ 248.00	\$ -
6.32	Aluminum rear wheels - 22.5 x 8.25	1	\$ 960.00	\$ 960.00
6.33	Aluminum rear wheels - 24.5 x 8.25		\$ 1,120.00	\$ -
6.34	Polished aluminum rear wheel all eight (8) wheels		\$ 320.00	\$ -
6.35	Dura-bright bright finish on all eight (8) rear wheels		\$ 1,410.00	\$ -
6.36	Dura-bright bright finish on all four (4) outboard rear wheels		\$ 705.00	\$ -
6.37	11R22.5 G Michelin XZE2 front tires		\$ 378.00	\$ -
6.38	11R22.5 H Bridgestone M863 front tires		\$ 596.00	\$ -
6.39	315/80R22.5 L Michelin XZUS front tires	1	\$ 532.00	\$ 532.00
6.40	315/80R22.5 L Continental HAU3 WT front tires		\$ 415.00	\$ -
6.41	385/65R22.5 J Michelin XZY3 front tires		\$ 284.00	\$ -
6.42	425/65R22.5 L Michelin XZY3 front tires		\$ 366.00	\$ -
6.43	425/65R22.5 L Bridgestone M870		\$ 148.00	\$ -
6.44	11R22.5 G Bridgestone M713 Ecopia rear tires		\$ (320.00)	\$ -
6.45	11R22.5 G Bridgestone M760 Ecopia rear tires		\$ (480.00)	\$ -
6.46	11R22.5 G Michelin X Line Energy D rear tires		\$ 605.00	\$ -
6.47	11R22.5 H Bridgestone M799 rear tires		\$ 220.00	\$ -
6.48	11R22.5 H Bridgestone M771 rear tires		\$ 345.00	\$ -
6.49	11R22.5 H Michelin XDN2 rear tires	1	\$ 1,510.00	\$ 1,510.00
6.50	11R22.5 H Michelin XDS2 rear tires		\$ 2,292.00	\$ -
6.51	11R22.5 H Michelin X Works D		\$ 2,165.00	\$ -
6.52	11R22.5 H Michelin Multi Energy D		\$ 818.00	\$ -

Substitute Michelin XDN2 Grip

7.0 BRAKE SYSTEM OPTIONS:

7.1	Wabco System Saver 1200 Plus heated air dryer	1	STD	
7.2	Manual cable drain valves on air tanks		\$ 27.00	\$ -
7.3	Heated air tank		No Bid	
7.4	Auto drain valves on air tanks, heated		\$ 48.00	\$ -
7.5	MGM type TR-T rear brake chambers		\$ 48.00	\$ -
7.6	S.S. pins on slack adjuster yoke (2 ea. per yoke) For all air brake chambers		No Bid	
7.7	Inverted rear brake chamber mounting in lieu of regular mounting		\$ -	\$ -
7.8	Relocate air dryer		\$ 272.00	\$ -
7.9	Bendix AD9 heated air dryer		\$ 105.00	\$ -
7.10	Bendix AD-IP EP heated air dryer		\$ 320.00	\$ -
7.11	Wabco System Saver 1200 Twin heated air dryer		\$ 683.00	\$ -
7.12	Petcock Drain Valves on brake system tanks	1	STD	
7.13	In Tank Auto heated drain valve		\$ 42.00	\$ -
7.14	Lanyard control on supply wet tank		\$ 16.00	\$ -
7.15	Lanyard control on all brake system tanks		\$ 36.00	\$ -
7.16	Aluminum air reservoirs		\$ 223.00	\$ -
7.17	Polished aluminum air reservoirs		\$ 292.00	\$ -
7.18	Increase air capacity for installation of extra axles		\$ 298.00	\$ -
7.19	MACK Road Stability Adv. Bendix ABS/ATC/RSA w/YAW control with mud/snow switch	1	\$ 780.00	\$ 780.00
7.20	Bendix ABS system with traction control 4S/4M		STD	
7.21	Furnish automatic traction control (ATC full disable switch)	1	\$ 105.00	\$ 105.00
7.22	Haldex "Gold Seal Plus" brake chamber		STD	
7.23	Haldex "Gold Seal Plus" brake chamber (3" Stroke)		\$ 32.00	\$ -
7.24	Haldex "Life Seal Plus" brake chamber	1	\$ 53.00	\$ 53.00
7.25	Haldex "Life Seal Plus" brake chamber (3" Stroke)		\$ 73.00	\$ -
7.26	MGM TR-T2 Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -

7.27	MGM TR-T2 Long Stroke Brake Chambers (Tamper Resistant & Breather Tubes)		\$ 40.00	\$ -
7.28	MGM TR3030LP3THD		\$ 46.00	\$ -
7.29	Electric horn sound when driver door open with park brake released		\$ 67.00	\$ -
7.30	Schreader valve, secondary		\$ 47.00	\$ -
7.31	Relocate all air reservoir in frame		\$ 58.00	\$ -
7.32	Air reservoir in frame, one reservoir on the RH rail behind Cleartech		\$ 112.00	\$ -

8.0 ENGINE/EXHAUST AND FUEL TANKS OPTIONS:

8.1	Mack MP7-345C 325HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1350 LB-FT Torque		STD	
8.2	Mack MP7-355C 355HP@1600-1800 RPM (Peak) 2100 RPM (Gov) 1250 LB-FT Torque		\$ 296.00	\$ -
8.3	Mack MP7-365C 365HP@1350-1700 RPM (Peak) 1950 RPM (Gov) 1450 LB-FT Torque		\$ 575.00	\$ -
8.4	Mack MP7-375C 375HP@1450-1900 RPM (Peak) 2100 RPM (Gov) 1350 LB-FT Torque		\$ 840.00	\$ -
8.5	Mack MP7-395C 395HP@1450-1700 RPM (Peak) 1950 RPM (Gov) 1550 LB-FT Torque		\$ 1,302.00	\$ -
8.6	Mack MP7-425C 425HP@1500-1800 RPM (Peak) 2100 RPM (Gov) 1550 LB-FT Torque		\$ 2,060.00	\$ -
8.7	Mack MP8-415C 415HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1650 LB-FT Torque		\$ 1,960.00	\$ -
8.8	Mack MP8-425C 425HP@1500-1900 RPM (Peak) 21000 RPM (Gov) 1550 LB-FT Torque	1	\$ 2,230.00	\$ 2,230.00
8.9	Mack MP8-445C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1850 LB-FT Torque		\$ 2,759.00	\$ -
8.10	Mack MP8-455C 455HP@1400-1700 RPM (Peak) 2100 RPM (Gov) 1750 LB-FT Torque		\$ 2,994.00	\$ -
8.11	Mack MP8-505C 505HP@1500-1700 RPM (Peak) 1950 RPM (Gov) 1850 LB-FT Torque		\$ 4,077.00	\$ -
8.12	Cleartech RH Frame Rail relcoated for Twin Steer		\$ 3,545.00	\$ -
8.13	Cleartech with DPF vertical RH side BOC, w/SCR vertical LH side BOC		\$ 3,848.00	\$ -
8.14	Single (R/S) Outboard Frame Mounted Vertical Straight Exhaust Stack Turned Out		STD	
8.15	No Muffler, Single (R/S) Vertical Exhaust Cab Mounted, Lower Ventura Diffuser, Turned End	1	\$ 291.00	\$ 291.00
8.16	Dual Vertical Straight Exhaust Stack Turned Out End - N/A with Allison Transmission		\$ 1,269.00	\$ -
8.17	Dual Vertical Straight Exhaust Stack w/Bullhorns - N/A with Allison Transmission		\$ 2,755.00	\$ -
8.18	Underframe Right Side Inboard Mounted		\$ 110.00	\$ -
8.19	Single, Bright finish heat shield & stack	1	\$ 75.00	\$ 75.00
8.20	Dual, Bright finish heat shield & stack		\$ 150.00	\$ -
8.21	Single, Bright finish heat shield, stack & elbow		\$ 189.00	\$ -
8.22	Dual, Bright finish heat shield, stack & elbow		\$ 400.00	\$ -
8.23	Bright finish stainless steel heat shield for frame mounted Mack Cap DPF		\$ 198.00	\$ -
8.24	50 Gallon LH aluminum 22" Dia fuel tank		\$ (300.00)	\$ -
8.25	66 Gallon LH aluminum 22" Dia fuel tank		\$ (248.00)	\$ -
8.26	72 Gallon LH aluminum 26" Dia fuel tank		\$ (180.00)	\$ -
8.27	88 Gallon LH aluminum 22" Dia fuel tank		\$ (177.00)	\$ -
8.28	93 Gallon LH aluminum 26" Dia fuel tank		\$ (100.00)	\$ -
8.29	116 Gallon LH aluminum 22" Dia fuel tank		\$ (86.00)	\$ -
8.30	50 Gallon LH Aluminum D-Shape		\$ (260.00)	\$ -
8.31	66 Gallon LH Aluminum D-Shape		\$ (208.00)	\$ -
8.32	88 Gallon LH Aluminum D-Shape		\$ (125.00)	\$ -
8.33	116 Gallon LH Aluminum D-Shape		\$ (15.00)	\$ -
8.34	66 Gallon LH Aluminum D-Shape with Integral DEF Tank		STD	
8.35	72 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 17.00	\$ -
8.36	88 Gallon LH Aluminum D-Shape with Integral DEF Tank	1	\$ 184.00	\$ 184.00
8.37	93 Gallon LH Aluminum D-Shape 26" Dia. with Integral DEF Tank		\$ 260.00	\$ -
8.38	111 Gallon LH Aluminum D-Shape with Integral DEF Tank		\$ 450.00	\$ -
8.39	111 & 66 Gallon Aluminum D-Shape tanks, 66 Gallon isolated for Hyd oil		\$ 839.00	\$ -
8.40	50 Gallon RH aluminum 22" Dia fuel tank		\$ 288.00	\$ -
8.41	66 Gallon RH aluminum 22" Dia fuel tank		\$ 357.00	\$ -

8.42	88 Gallon RH aluminum 22" Dia fuel tank		\$ 452.00	\$ -
8.43	50 Gallon RH Aluminum D-Shape		\$ 340.00	\$ -
8.44	72 Gallon RH Aluminum D-Shape		\$ 449.00	\$ -
8.45	93 Gallon RH Aluminum D-Shape		\$ 553.00	\$ -
8.46	50 Gallon RH Aluminum D-Shape		\$ 331.00	\$ -
8.47	66 Gallon RH Aluminum D-Shape		\$ 410.00	\$ -
8.48	88 Gallon RH Aluminum D-Shape		\$ 520.00	\$ -
8.49	116 Gallon RH Aluminum D-Shape		\$ 1,016.00	\$ -
8.50	Single polished aluminum fuel tank		\$ 206.00	\$ -
8.51	Dual polished aluminum fuel tank		\$ 412.00	\$ -
8.52	Isolate RH fuel tank from fuel system for hyd oil		\$ 30.00	\$ -
8.53	Dual draw & return fuel system		\$ 82.00	\$ -
8.54	Filter neck screen for fuel tank		\$ 81.00	\$ -
8.55	Lockable fuel tank cap		\$ 35.00	\$ -
8.56	Bright finish DEF tank cover		\$ 33.00	\$ -
8.57	6.6 Gallon 22" Left Side Fuel Tank Mounted Def Tank	1	STD	
8.58	8.7 Gallon 26" Left Side Fuel Tank Mounted Def Tank		\$ 22.00	\$ -
8.59	11.8 Gallon 22" Left Side Frame Mounted Def Tank		\$ 48.00	\$ -
8.60	Bright Finish Aluminum steps & stainless steel bright finish straps		\$ 146.00	\$ -
8.61	Bright Finish Fuel Tank Straps - Single Tank	1	\$ 32.00	\$ 32.00
8.62	Flocs oil change system w/disconnecting fittings		\$ 133.00	\$ -

9.0 ENGINE RELATED OPTIONS:

9.1	Oil fill and dipstick EZ access	1	STD	
9.2	Delco 35 SI Brushless Alternator, 135 AMP		No Bid	
9.3	Delco 24 SI Alternator, 130 AMP		No Bid	
9.4	Delco 24 SI Alternator, 145 AMP		No Bid	
9.5	Leece-Neville Alternator, 145 AMP		No Bid	
9.6	Dual element air cleaner	1	STD	
9.7	Donaldson Single Stage Air cleaner per spec 12.1 (Inside/Outside Air Intake)		\$ 329.00	\$ -
9.8	Thumb screws for Donaldson. Single stage Air Cleaner		STD	
9.9	Fuel/water separator/heated/ Thermostatically controlled, Davco		\$ 522.00	\$ -
9.10	Davco 387 water separator, non heated		\$ 156.00	\$ -
9.11	Non-heated fuel/water separator, Mack w/manual drain valve (integral w/primary fuel filter)		STD	
9.12	Coolant spin on filter/conditioner	1	\$ 55.00	\$ 55.00
9.13	Front engine powered take off adapter and radiator cut out		\$ 119.00	\$ -
9.14	Air applied fan drive, Kysor two speed K32 Duro speed fan		No Bid	
9.15	Air applied fan drive, _____ (Brand)		No Bid	
9.16	Viscous fan drive - Behr Electronically modulated	1	STD	
9.17	Radiator hose package (Silicone) per Spec 12.2		\$ 279.00	\$ -
9.18	Curved exhaust pipe end	1	STD	
9.19	Fuel tank per specification 12.7			
9.20	Engine block heater	1	STD	
9.21	In line fuel heater		\$ 473.00	\$ -
9.22	In tank fuel heater		\$ 407.00	\$ -
9.23	Fuel cooler		No Bid	
9.24	Radiator bug screen	1	STD	
9.25	Engine brake system	1	STD	
9.26	Relocate air dryer		\$ 272.00	\$ -
9.27	Extended life anti-freeze	1	\$ 55.00	\$ 55.00
9.28	Starter motor options			
9.29	Delco 39MT-MXT Starter	1	STD	
9.30	Mitsubishi electric 105P planetary gear reduction starter		\$ 53.00	\$ -
9.31	Relocate fuel filter		\$ 297.00	\$ -
9.32	Silicone radiator & heater hose with gate valve on each heater hose		\$ 233.00	\$ -
9.33	Mack brand EPDM radiator & heater hoses with 1/4 turn ball valve		\$ 92.00	\$ -
9.34	Rubber Hose In & Out Fuel Heater, Silicone on all other lines		\$ 221.00	\$ -
9.35	Delco 160AMP Brush Type Alternator (28SI)		STD	
9.36	Delco 165AMP Brushless Alternator (36SI)		\$ 206.00	\$ -
9.37	Delco 165AMP Brushless Alternator (36SI) w/Remote Voltage Sensing		\$ 235.00	\$ -
9.38	Delco 240 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 516.00	\$ -
9.39	Delco 320 AMP Brushless Alternator (40SI) w/Remote Voltage Sensing		\$ 894.00	\$ -
9.40	Meritor/Wabco 636 (37.4 CFM) air compressor	1	STD	

9.41	Winterfront over radiator (-40F and up)		\$ 113.00	\$ -
9.42	Extreme Winterfront over radiator (-40F to -60F)		\$ 214.00	\$ -
9.43	Corrosion resistant oil pan - Recommended for snow plow trucks	1	\$ 147.00	\$ 147.00
9.44	Stainless steel oil pan		\$ 2,435.00	\$ -
9.45	Davco 387 heated fuel-water separator	1	\$ 437.00	\$ 437.00
9.46	120V, 1000W block heater with 150W oil pan heater wired to same receptacle		\$ 137.00	\$ -
9.47	Electric preheater	1	\$ 62.00	\$ 62.00
9.48	Tether device -furnish cap retainer for oil fill, radiator overflow tank, battery box & tool box when furnish		\$ 27.00	\$ -
9.49	Rear engine PTO (Repto): Flange SAE 1350/1410/ISO 7647		\$ 2,115.00	\$ -
9.50	Rear engine PTO (Repto): Splined Shaft Groove (Female) DIN 5462 for install of hydraulic pump		\$ 2,115.00	\$ -
9.51	Air operated PTO control - includes in cab control (RMPTO only)		\$ 118.00	\$ -
9.52	PTO switch and light with wiring and piping	1	\$ 181.00	\$ 181.00
9.53	PTO switch and light with wiring and piping - M-Drive transmission		\$ 181.00	\$ -

TRANSMISSION OPTIONS:

10.1	2 plate 14" ceramic clutch option for manual transmission		No Bid	
10.2	2 plate 15½" ceramic clutch option for manual transmission		STD	
10.3	External grease fitting for throw out bearing		STD	
10.4	Adjustment free option for 2 plate clutches		\$ 55.00	\$ -
10.5	Synthetic (TranSynd) lubrication for Automatic Transmission	1	\$ 351.00	\$ 351.00
10.6	Synthetic lubrication for manual transmission		STD	
10.7	Allison 3000-RDS 5/6 speed push button, PTO		\$ 7,386.00	\$ -
10.8	Allison 3000-RDS 5/6 speed push button, PTO, w/output retarder		\$ 9,783.00	\$ -
10.9	Allison 3000-EVS 6 speed push button, PTO		\$ 9,625.00	\$ -
10.10	Allison 4000-RDS 5 speed push button, PTO		\$ 13,751.00	\$ -
10.11	Allison 4000-RDS 6 speed push button, PTO		\$ 13,751.00	\$ -
10.12	Allison 4000-RDS 6 speed push button, PTO, w/output retarder		\$ 19,959.00	\$ -
10.13	Allison 4000-EVS 6 speed push button, PTO		\$ 14,972.00	\$ -
10.14	Allison 4500-RDS 6 speed push button, PTO	1	\$ 14,772.00	\$ 14,772.00
10.15	Allison 4500-RDS-R 6 speed, with retarder, push button, PTO		\$ 21,226.00	\$ -
10.16	Allison 4500-EVS 6 speed push button, PTO		\$ 16,251.00	\$ -
10.17	Mack TMD12AFD-HD automated 12 speed transmission (direct drive)		\$ 3,718.00	\$ -
10.18	Mack TMD12AFD-HD automated 12 speed transmission (over drive)		\$ 3,718.00	\$ -
10.19	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (direct drive)		\$ 7,438.00	\$ -
10.20	Mack TMD13AFD-HD automated 13 speed. Transmission, creeper/multi-speed reverse (over drive)		\$ 7,438.00	\$ -
10.21	Mack TMD13AFD-HD automated 14 speed. Transmission, ultra-low creeper/multi-speed reverse (over drive)		\$ 7,839.00	\$ -
10.22	Fuller FRO-14210C, 10 speed manual transmission, PTO		STD	
10.23	Fuller RTO-14908LL, 10 speed manual transmission, PTO		\$ 855.00	\$ -
10.24	Fuller FRO-16210C, 10 speed manual transmission, PTO		\$ 1,298.00	\$ -
10.25	Fuller RTO-16908LL, 10 speed manual transmission, PTO		\$ 1,585.00	\$ -
10.26	Fuller FRO-18210C, 10 speed manual transmission, PTO		\$ 1,614.00	\$ -
10.27	Fuller RTO-14909ALL, 11 speed manual transmission, PTO		\$ 1,390.00	\$ -
10.28	Fuller RTO-16909ALL, 11 speed manual transmission, PTO		\$ 2,102.00	\$ -
10.29	Fuller RTLO-18913A, 13 speed manual transmission, PTO		\$ 2,848.00	\$ -
10.30	Fuller RTLO-18918B, 18 speed manual transmission, PTO		\$ 3,407.00	\$ -
10.31	Air assist clutch		\$ 387.00	\$ -
10.32	Mechanical clutch cable		\$ 160.00	\$ -
10.33	Open grated clutch pedal		\$ 16.00	\$ -
10.34	Transmission oil cooler	1	STD	
10.35	Driveshaft guard for center bearing		\$ 32.00	\$ -
10.36	T-Handle shift lever for Allison - Floor mounted		\$ 327.00	\$ -
10.37	Allison shift to neutral when park brake engaged	1	STD	
10.38	3rd or 4th gear hold for Allison transmission		\$ 150.00	\$ -
10.39	Stainless steel transmission coolant pipes	1	\$ 175.00	\$ 175.00
10.40	PTO PTR-FL, Single RH (Inner)		\$ 1,763.00	\$ -
10.41	PTO PTR-DM, Single RH, DIN 5462 (Inner)		\$ 1,040.00	\$ -
10.42	PTRD-D3, Dual RH/LH, DIN 5462 Right & Left		\$ 1,764.00	\$ -
10.43	PTRD-D4, Dual RH/LH, SAE 1400 Flange Right & Left		\$ 1,821.00	\$ -
10.44	GP1-41 Parker gear pump - requires M-Drive transmission and RMPO		\$ 505.00	\$ -

10.45	GP1-60 Parker gear pump - requires M-Drive transmission and RMPO		\$ 637.00	\$ -
10.46	GP1-80 Parker gear pump - requires M-Drive transmission and RMPO		\$ 684.00	\$ -
10.47	F1-61R Parker gear pump - requires M-Drive transmission and RMPO		\$ 740.00	\$ -
10.48	F1-81R Parker gear pump - requires M-Drive transmission and RMPO		\$ 825.00	\$ -
10.49	F1-101R Parker gear pump - requires M-Drive transmission and RMPO		\$ 997.00	\$ -

11.0 ELECTRICAL OPTIONS:

11.1	Resettable circuit breaker electrical protection		No Bid	
11.2	Automatic reset circuit breakers		No Bid	
11.3	Solid state circuit protection		No Bid	
11.4	Circuit box under hood or end of frame, each		No Bid	
11.5	Battery disconnect switch off negative side		\$ 113.00	\$ -
11.6	Remote jump start terminals		\$ 128.00	\$ -
11.7	Back up alarm (Preco Factory Model)		No Bid	
11.8	OEM daytime running lights	1	STD	
11.9	3000 CCA batteries in lieu of 1950CCA		\$ 66.00	\$ -
11.10	3 each 650/1950 CCA batteries in lieu of 2 each batteries		STD	
11.11	Battery box aft of cab		\$ 46.00	\$ -
11.12	Grote 44710 flasher		No Bid	
11.13	Signal Stat 935 turn signal per Spec 12.6	1	STD	
11.14	Auxiliary customer access circuits	1	STD	
11.15	Switch for snowplow lights mounted on instrumental panel. Includes wiring terminated near headlights, for customer mounted auxiliary snowplow lights.	1	\$ 80.00	\$ 80.00
11.16	Power source terminal-2 stud type-mounted on firewall or inside cab with ground to frame rail and to starter, with 6 gauge wire.		No Bid	
11.17	10-position switch panel mounted on instrument panel. Includes 10 lighted switches, ignition control; switches will control relays which will feed stud type junction block mounted inside cab.		No Bid	
11.18	Vehicle speed sensor with speed signal at fuse panel for sander ground speed control system.	1	\$ 20.00	\$ 20.00
11.19	Battery box left hand rail back of fuel tank		\$ 216.00	\$ -
11.20	Battery terminal cable with tall battery terminal nuts		No Bid	
11.21	Dash mounted indicator body/hoist up body builder lamp		\$ 71.00	\$ -
11.22	RH/LH led work light on both side of truck		\$ 132.00	\$ -
11.23	Polished aluminum battery box cover	1	\$ 60.00	\$ 60.00
11.24	Molded plastic with splash guard		\$ 34.00	\$ -
11.25	Painted steel battery box		No Bid	
11.26	Lockable steel battery box		\$ 69.00	\$ -
11.27	Battery shock pad		\$ 4.00	\$ -
11.28	Body Link w/cab floor pass thru hole/rubber boot		STD	
11.29	Body Link w/o cab floor pass thru hole/rubber boot	1	\$ 225.00	\$ 225.00
11.30	2 Extra dash mounted illuminated toggle switches		\$ 17.00	\$ -
11.31	One extra dash mounted rocker switch thru battery for local installed items		\$ 10.00	\$ -
11.32	One extra dash mounted rocker switch thru ignition for local installed items		\$ 10.00	\$ -
11.33	Six extra switches 2-15A ignition, 1-20A ignition, 1-10A ignition, 1- 5A battery, & 1-20A battery		\$ 128.00	\$ -
11.34	Eight switches - front strobe, rear strobes, wing light, wing strobe, sander light, tail gate lock, and vibrator	1	\$ 275.00	\$ 275.00
11.35	Back up alarm with intermittent feature (Ambient noise sensitive, 90 & 78 DB)		\$ 114.00	\$ -
11.36	Ecco back-up alarm 575 constant sound level	1	\$ 85.00	\$ 85.00
11.37	Ecco back-up alarm SA917 ambient noise sensitive		\$ 114.00	\$ -
11.38	Pollak 41-722 constant audible (mounted on rear crossmember)		\$ 94.00	\$ -
11.39	Fog lights		\$ 107.00	\$ -
11.40	Fog lights provisions - includes dash control & wiring for local installation of fog lights		\$ 14.00	\$ -
11.41	Incandescent tail light		STD	
11.42	Brake lighting on with engine brake		\$ 94.00	\$ -
11.43	LED type tail lights	1	\$ 230.00	\$ 230.00
11.44	Three Mack 925 CCA AGM Long Life Batteries		\$ 263.00	\$ -
11.45	Four Mack 1000/4000 CCA		\$ 188.00	\$ -
11.46	Switch in dash with wiring to cab roof, above LH & RH doors for local installation of strobe lights		\$ 36.00	\$ -

11.47	(2) Roof Mounted Whelan Strobes with switch in dash		\$ 1,892.00	\$ -
11.48	LH roof mounted spot light		\$ 344.00	\$ -
11.49	Trucklite LED side marker light		\$ 119.00	\$ -

12.0 CAB EXTERIOR OPTIONS:

12.1	Dual electric horns	1	STD	
12.2	Air horns, dual, round, with snow shields		\$ 109.00	\$ -
12.3	Dual rectangular air horns	1	\$ 83.00	\$ 83.00
12.4	Fender mirrors per Spec 12.4		\$ 153.00	\$ -
12.5	Heated mirrors per Spec 12.5 -West Coast		\$ 119.00	\$ -
12.6	Remote control for R.H. mirror & heated		No Bid	
12.7	Remote control for dual mirrors & heated - Bulldog stylized mirrors illuminated with integral convex mirror		\$ 488.00	\$ -
12.8	Upcharge for cab extension or larger cab		No Bid	
12.9	Severe duty aluminum cab option		No Bid	
12.10	Dupont Highway orange paint or equal		\$ 31.00	\$ -
12.11	Premium paint color option		\$ 233.00	\$ -
12.12	Imron paint option	1	STD	
12.13	Imron and clear coat paint option	1	STD	
12.14	Top of hood painted flat black		\$ 706.00	\$ -
12.15	Cab Air Ride Suspension	1	STD	
12.16	Tilting hood per Spec 12.8	1	STD	
12.17	Butterfly option on hood		\$ 413.00	\$ -
12.18	Transverse hood opening w/setback axle		No Bid	
12.19	Front fender mounted turn signals		No Bid	
12.20	Cab visor, external, painted to match cab color	1	\$ 212.00	\$ 212.00
12.21	Front fender extensions	1	\$ 105.00	\$ 105.00
12.22	Front fender mud flaps	1	STD	
12.23	Arctic winter wiper blades		\$ 22.00	\$ -
12.24	Optional windshield washer tank	1	\$ 31.00	\$ 31.00
12.25	Per truck charge for all trucks, key identical		\$ 43.00	\$ -
12.26	RH observation prism window in door		\$ 32.00	\$ -
12.27	Spotlight LH, RH, or roof mounted each		\$ 71.00	\$ -
12.28	Front tow hooks	1	STD	
12.29	Rear tow hooks		\$ 25.00	\$ -
12.30	Per truck charge for all trucks, key identical - 4 keys		\$ 39.00	\$ -
12.31	Remote control for dual mirrors & heated - Aerodynamic	1	\$ 191.00	\$ 191.00
12.32	Remote control for dual mirrors & heated - Aerodynamic body color		\$ 151.00	\$ -
12.33	Aerodynamic Moto-Mirror Package: LH/RH Motorized & Heated		\$ 581.00	\$ -
12.34	Heated electric wiper blades	1	\$ 157.00	\$ 157.00
12.35	Heated windshield	1	\$ 425.00	\$ 425.00
12.36	One piece windshield	1	\$ 97.00	\$ 97.00
12.37	Bright finish hood intake	1	STD	
12.38	Bright finish bars with surround grille	1	\$ 86.00	\$ 86.00
12.39	Bullet type chrome marker & clearance lights		\$ 75.00	\$ -
12.40	Led type marker & clearance lights	1	\$ 75.00	\$ 75.00
12.41	RH tool box mounted on frame rail		\$ 256.00	\$ -
12.42	Heated convex mirrors	1	\$ 39.00	\$ 39.00
12.43	Electronic keyless entry		\$ 151.00	\$ -
12.44	Bright finish RH fender mirror		\$ 77.00	\$ -
12.45	Bus style 1/4 round black finish fender mirrors		\$ 222.00	\$ -
12.46	Stainless steel exterior sun visor		\$ 288.00	\$ -
12.47	Bright Finish hood latches		\$ 89.00	\$ -
12.48	10" round bright finish heated fender mirrors	1	\$ 272.00	\$ 272.00
12.49	Rect convex mirror above RH driver door window		\$ 27.00	\$ -

Removed

13.0 CAB INTERIOR OPTIONS:

13.1	Medium grade interior trim package			
13.2	Comfort Trim Package, Steel Gray		\$ 292.00	\$ -
13.3	Comfort Trim Package, Sierra Tan		\$ 292.00	\$ -
13.4	Premium grade interior trim package			
13.5	Preferred Trim Package, Steel Gray	1	\$ 762.00	\$ 762.00
13.6	Preferred Trim Package, Sierra Tan		\$ 762.00	\$ -
13.7	Round universal gauge package	1	STD	
13.8	Power window, passenger side	1	STD	
13.9	Power window/both passenger and driver window	1	STD	
13.10	O.E.M factory installed, AM/FM stereo, Weather Band,		\$ (28.00)	\$ -
13.11	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth	1	STD	

13.12	O.E.M factory installed, AM/FM Premium stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/Xm Satellite		\$ 181.00	\$ -
13.13	Radio accommodation package includes antenna, power supply and two speakers (No radio)		\$ (127.00)	\$ -
13.14	Infotainment + Premium Stereo, Weather Band, Handsfree interface, Bluetooth, Sirius/XM Satellite		\$ 1,036.00	\$ -
13.15	Navigation, requires Infotainment		\$ 770.00	\$ -
13.16	Prep-Kit for Backup Camera, requires Infotainment		\$ 146.00	\$ -
13.17	Navigation & Prep-Kit for Backup Camera, requires Infotainment		\$ 919.00	\$ -
13.18	O.E.M factory installed, air conditioning	1	STD	
13.19	Cab mounted non-resettable hour meter	1	STD	
13.20	Dash mounted air cleaner air restriction gauge - (Display in Co-Pilot only)	1	STD	
13.21	Transmission temp gauges	1	STD	
13.22	Windshield defroster fan w/switch dash mounted		\$ 101.00	\$ -
13.23	Between seats mounted console		\$ 359.00	\$ -
13.24	Transmission oil sensor (check & fill)	1	STD	
13.25	CB hot jacks dash mounted		No Bid	
13.26	Tilt & telescope steering wheel		No Bid	
13.27	Tilt steering wheel	1	STD	
13.28	Self canceling turn signals	1	STD	
13.29	Mack - Air Drivers Seat, High Back, 1 Chamber Air Lumbar		STD	
13.30	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 496.00	\$ -
13.31	Sears - Air Drivers Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat	1	\$ 486.00	\$ 486.00
13.32	Mack - Air Drivers Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 436.00	\$ -
13.33	Mack - Air Drivers Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 509.00	\$ -
13.34	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 346.00	\$ -
13.35	National-Air Drivers Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 441.00	\$ -
13.36	Drivers Seat Covering, Black Mordura		\$ 250.00	\$ -
13.37	Drivers Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
13.38	Drivers Seat Covering, Black Vinyl		\$ 171.00	\$ -
13.39	Drivers Seat Covering, Blended Black & Gray Vinyl		\$ 45.00	\$ -
13.40	Drivers Seat Covering, Vinyl		STD	
13.41	Drivers Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
13.42	Drivers Seat Covering, Ultra Leather		\$ 635.00	\$ -
13.43	Drivers Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$ 211.00	\$ -
13.44	Drivers Seat Covering, Blended Black & Gray Ultra Leather	1	\$ 649.00	\$ 649.00
13.45	Omit Riders Seat		\$ (70.00)	\$ -
13.46	Mack - Fixed Rider Seat, High Back	1	STD	
13.47	Mack - Fixed Rider Seat, High Back w/Storage Box		\$ 71.00	\$ -
13.48	Mack - Fixed Rider Wide Bench Seat, Mid Back w/Storage Box		\$ 381.00	\$ -
13.49	Mack - Fixed Rider Bench Seat, Mid Back w/Storage Box		\$ 231.00	\$ -
13.50	Mack - Air Riders Seat, High Back, 1 Chamber Air Lumbar		\$ 107.00	\$ -
13.51	Sears - Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar		\$ 463.00	\$ -
13.52	Sears-Air Riders Seat, Atlas 80, High Back, 4 Chamber Air Lumbar w/Heat		\$ 483.00	\$ -
13.53	Mack - Air Riders Seat, high back, 4 Chaber Air Lumbar, Bolster, Extension		\$ 624.00	\$ -
13.54	Mack - Air Riders Seat, High Back w/Adjustable Air Shocks, 4 Chamber Air Lumbar, Bolster, Extension w/Heat		\$ 675.00	\$ -
13.55	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar		\$ 348.00	\$ -
13.56	National-Air Riders Seat, Wide Width/High Back, 3 Chamber Air Lumbar w/Heat		\$ 437.00	\$ -
13.57	Riders Seat Covering, Black Mordura		\$ 250.00	\$ -
13.58	Riders Seat Covering, Blended Black & Gray Mordura		\$ 257.00	\$ -
13.59	Riders Seat Covering, Black Vinyl		\$ 171.00	\$ -
13.60	Riders Seat Covering, Vinyl		STD	
13.61	Riders Seat Covering, Vinyl/Cloth Mix		\$ 194.00	\$ -
13.62	Riders Seat Covering, Ultra Leather		\$ 635.00	\$ -
13.63	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$ 211.00	\$ -
13.64	Riders Seat Covering, Blended Black & Gray Vinyl/Cloth Mix		\$ 211.00	\$ -
13.65	Riders Seat Covering, Blended Black & Gray Ultra Leather	1	\$ 649.00	\$ 649.00
13.66	Inboard mounted driver arm rest		\$ 21.00	\$ -
13.67	Inboard mounted driver & rider arm rest	1	\$ 40.00	\$ 40.00

13.68	Without Drivers or Riders Armrest		STD	
13.69	Driver seat dust cover	1	\$ 9.00	\$ 9.00
13.70	Passenger seat dust cover - Not Available with fix passenger seat		\$ 11.00	\$ -
13.71	Drive & Rider Seatbelt with Height Adjustable D-Ring, Orange in Color		\$ 88.00	\$ -
13.72	Orange driver & rider seat belt		\$ 76.00	\$ -
13.73	Push button type starter		\$ 14.00	\$ -
13.74	Co-pilot driver display (enhanced 4.5" diagonal graphic LCD display w/4-button stalk control - includes guard dog routine maintenance monitoring	1	STD	
13.75	Roadwatch ambient air temp gauge for outside and road temps - requires aero-dynamic mirrors		\$ 755.00	\$ -
13.76	5lb fire extinguisher between driver seat base and door with valve aimed rearward	1	\$ 63.00	\$ 63.00
13.77	Reflector kit parallel to inside of rider base seat	1	\$ 27.00	\$ 27.00
13.78	Reflector kit mounted parallel & centered agaisnt BOC		\$ 32.00	\$ -
13.79	Blend air HVAC with ATC temp regulation & APADS		\$ 169.00	\$ -
13.80	Cab cleanout - includes in cab pneumatic line		\$ 53.00	\$ -
13.81	Cobra 29LTD Classc CB radio		\$ 343.00	\$ -
13.82	Cobra 19DX-IV Compact Cb Radio w/Dynamic Mic		\$ 153.00	\$ -
13.83	48" Radio antenna right side mirror mounted		\$ 4.00	\$ -
13.84	48"CB Antenna left side mirror mounted		\$ 38.00	\$ -
13.85	CB Binding Posts in Overhead Console		\$ 17.00	\$ -
13.86	CB Mounting in Overhead Console		\$ 48.00	\$ -
13.87	Auto shutoff for radio when truck is in reverse		\$ 55.00	\$ -
13.88	Without Secondary Gauge Pckage		STD	
13.89	Exhaust pyrometer, transmission oil temperature, boost pressure and brake application gauges	1	\$ 75.00	\$ 75.00
13.90	Exhaust pyrometer, transmission oil temperature, engine oil temperature and brake application gauges		\$ 100.00	\$ -
13.91	Exhaust pyrometer, transmission oil temperature, boost pressure and engine oil temperature gauges		\$ 75.00	\$ -
13.92	Exhaust pyrometer, transmission oil temperature, engine oil temperature and air cleaner restriction gauges		\$ 100.00	\$ -
13.93	Rear Axle temperature gauge		\$ 91.00	\$ -
13.94	Red floor lighting w/switch plus (4) door lamps w/switches	1	\$ 103.00	\$ 103.00
13.95	Interior storage console mounted on floor between seats w/12 volt power outlet		\$ 359.00	\$ -
13.96	Bodybuilder interior console mounted to floor between seats		\$ 243.00	\$ -

14.0 MN/DOT OPTIONS:

14.1	Additional warranty coverage per spec 12.9			
14.2	Engine Plan 2 60 months 250,000 miles	1	\$ 2,910.00	\$ 2,910.00
14.3	Engine Plan 2 72 months 250,000 miles		\$ 4,690.00	\$ -
14.4	Engine Plan 2 84 months 250,000 miles		\$ 6,270.00	\$ -
14.5	Engine Plan 2 60 months 250,000 miles - HP over 460 horses		\$ 4,308.00	\$ -
14.6	Engine Plan 2 72 months 250,000 miles - HP over 460 horses		\$ 6,961.00	\$ -
14.7	Engine Plan 2 84 months 250,000 miles - HP over 460 horses		\$ 9,414.00	\$ -
14.80	Engine after-treatment systems (EATS) 60 months 250,000 miles	1	\$ 942.00	\$ 942.00
14.90	Engine after-treatment systems (EATS) 72 months 250,000 miles		\$ 1,708.00	\$ -
14.10	Engine after-treatment systems (EATS) 84 months 250,000 miles		\$ 2,274.00	\$ -
14.11	Engine after-treatment systems (EATS) 60 months 250,000 miles - HP over 460 horses		\$ 1,566.00	\$ -
14.12	Engine after-treatment systems (EATS) 72 months 250,000 miles - HP over 460 horses		\$ 2,087.00	\$ -
14.13	Engine after-treatment systems (EATS) 84 months 250,000 miles - HP over 460 horses		\$ 2,408.00	\$ -
14.14	M-Drive HD Transmission 48 months 500,000 miles		\$ 2,166.00	\$ -
14.15	M-Drive HD Transmission 60 months 500,000 miles		\$ 3,216.00	\$ -
14.15	Allison 60 month unlimited mileage Extended Warranty		\$ 1,312.00	\$ -
14.16	HVAC (Air Conditioning) 60 months		\$ 840.00	\$ -
14.17	Starter 60 months 300,000 miles		\$ 282.00	\$ -
14.18	Alternator 60 months 300,000 miles		\$ 324.00	\$ -
14.19	Starter & Alternator 60 months 300,000 miles		\$ 438.00	\$ -
14.20	Prebuild specification meeting (per person) to be held in St. Paul/Minneapolis area.		\$ 1.00	\$ -
14.21	Pilot inspection meeting (per person).		\$ 2,250.00	\$ -

15.0 TRAILER TOW OPTIONS:

15.1	Trailer tow package extended to rear of frame		\$ 417.00	\$ -
15.2	Trailer package extend to rear of frame per Spec 12.12		\$ 534.00	\$ -
15.3	Single 7 pin SAE type, end of frame		\$ 117.00	\$ -

15.4	Dual 7 pins standard SAE type, end of frame (1) for trailer with electric brakes, (1) for trailer with air brakes		\$ 213.00	\$ -
15.5	Hand control valve for trailer brakes		\$ 48.00	\$ -

16.0 MANUALS / TRADE-IN INTEREST FEE:

16.1	Percent interest per month (non-compounding) on unpaid cab & chassis balance. Applies only to CPV Members. (Payable after trade-in is delivered to vendor). Percentage/per month.			
16.3	Manuals in print form, parts repair and service, per set		No Bid	
16.4	Premium Tech Tool		\$ 4,000.00	\$ -

17.0 Delivery Charges:

Price per loaded mile Starting Point

17.1	Roseville, MN 55113		\$ 2.50	\$ -
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18.0 Maintenance/ Body Shop Labor rates

18.1	Rate for Initial Inspection/Diagnostoce		\$ 195.00	\$ -
18.2	Rate for Mechanical Work		\$ 195.00	\$ -
18.3	Rate for Body Work		\$ 195.00	\$ -

19.0 Quantity Discounts:

20 Next Model Year Upcharges

	Enter the following Production Model Year here >>>>>>>>		2026	
20.1	Percentage Upcharge for the following Model Year Base Unit	1	2.00%	\$ 2,379.80
20.2	Percentage Upcharge for the following Model Year Options	1	2.00%	\$ 876.24

Total Cost: \$ 166,058.04



Request for Action

To
City Council

Item Number
4.6

Meeting Date
April 21, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 25-15; Summary Publication of
Ordinance 25-02

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 25-15 approving the summary publication of Ordinance 25-02, which outlines the development standards for the Villas on Fillmore Planned Unit Development.

Background/Discussion

On March 17, 2025, the City Council adopted ordinance 25-02 establishing the development standards for The Villas on Fillmore PUD. The ordinance followed the PUD agreement standards previously approved by the City Council, but adds these standards to the city code for improved access by the public.

Summary publication is permitted under state statute 412.191 sub 4 allows publication by title and summary in the case of lengthy ordinances. The attached resolution provides a summary of the ordinance and informs the public as to where the full text of the ordinance can be reviewed.

Financial Impact

The publication cost will be charged to the applicant's escrow.

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

1. RES 25-15 Summary Resolution OA 25-02
2. Ordinance 25-02

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Resolution 25-15

A Resolution of the City of Elk River approving notice of summary publication of Ordinance No. 25-02, of the City of Elk River, Minnesota, City Code

WHEREAS, on March 17, 2025, the Elk River City Council adopted Ordinance No. 25-02 amending Chapter 30, Division 9, entitled “Other Nonoverlay Districts”; and

WHEREAS, Minnesota Statutes, Section 412.191, Subd. 4 allows publication by title and summary in the case of lengthy ordinances; and

WHEREAS, the City Council finds that the following summary will clearly inform the public on the intent and effect of Ordinance No. 25-02; and

WHEREAS, a copy of the full text of Ordinance No. 25-02 is available for inspection by any person at the office of the Elk River City Clerk, 13065 Orono Parkway, during regular business hours – 8:00 a.m. to 4:30 p.m., Monday through Friday.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: That the City Council, by at least four-fifths votes, authorizes publication of the title and the following summary of Ordinance No. 25-02.

Public Notice

During their March 17, 2025, meeting, the City Council adopted Ordinance No. 25-02, an ordinance amending Chapter 30, Division 9, entitled “Other Nonoverlay Districts”.

In summary, Ordinance No. 25-02 makes the following changes to the aforementioned sections of the city code:

1. Maintaining the current permitted and conditional uses and architectural standards within the Villas on Fillmore Planned Unit Development (PUD).
2. Establishes standards for the development – including setbacks, lot sizes, allowed uses, and architectural variations.
3. Updates the most recent approved development plans from January 23, 2025.

Passed and adopted by the City Council of the City of Elk River this 21st day of April, 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Ordinance 25 - 02

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

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

SECTION 1. That Chapter 30, Division 9, Subdivision III. Approved Planned Unit Development Districts of the City of Elk River Code of Ordinances shall be amended to add the following Section:

Subdivision III. Approved Planned Unit Development Districts

Section 30-1602. – Villas on Fillmore PUD

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

The East Half of the Southeast Quarter of the Northwest Quarter of Section 1, Township 32, Range 26, according to the United States Government Survey thereof and situate in Sherburne County, Minnesota.

Excepting therefrom:

That part which lies within the following described perpetual easement for street and utility purposes:

That part of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 1, Township 32, Range 26, Sherburne County, Minnesota, which lies East of the following described line:

Beginning at a point on the North line of said Northwest Quarter distant 55.26 feet West of the Northeast corner of said Northwest Quarter, as measured along said North line, to a point on the South line of said Northeast Quarter of the Southwest Quarter distant 80.01 feet West of the Southeast corner of said Northeast Quarter of the Southwest Quarter as measured along said South line and there terminating.

AND

Outlot C, THE VILLAS AT FILLMORE, Sherburne County, Minnesota.

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

(1) Uses

a. Permitted Uses

1. Residential, single family.
2. Model homes in compliance with section 30-800;
3. Public parks, playgrounds and open space;
4. State licensed residential facilities or a housing with services establishment registered under chapter 144D serving six or fewer persons, a licensed day care facility serving 12 or fewer persons, and a group family day care facility licensed under Minnesota Rules, parts 9502.0315 to 9502.0445 to serve 14 or fewer children shall be considered a permitted single family residential use of property for the purposes of zoning, except that a residential facility whose primary purpose is to treat juveniles who have violated criminal statutes relating to sex offenses or have been adjudicated delinquent on the basis of conduct in violation of criminal statutes relating to sex offenses shall not be considered a permitted use.

b. Accessory Uses

- a. Accessory dwelling units
- b. Residential occupations.
- c. Structures, accessory.
- d. Signs (as permitted in section 30-851 et seq.).

c. Conditional Uses

- a. Kennels, private

(2) Lot Size

a. The PUD permits lot sizes as follows:

<u>Lot Type</u>	<u>Minimum Lot Width</u>	<u>Minimum Dwelling Width</u>	<u>Minimum Lot Depth</u>	<u>Typical Lot Area</u>
<u>Residential Lot</u>	<u>52' - 0"</u>	<u>40' - 0"</u>	<u>113' - 0"</u>	<u>5,870 SF</u>

(3) Setbacks

1. Primary Structures

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

b. Accessory Structures

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

1. Accessory structures shall be limited to two-detached structures.
2. Garage space (combined attached and detached) shall be limited to 1,000 SF.
3. All other setbacks shall be consistent with the relevant section of the city code.

(4) Additional Development Standards:

- a. Driveways width is limited to 18' – 0" as measured at the front property line or the entire distance between the curb and sidewalk.
 - b. Driveways must be setback 5'-0" from side property lines.
 - c. Facades shall consist of at least two materials (brick, siding, stone, shakes, or other materials approved by the city)
 - d. Internal monotony code
 1. No more than two adjacent homes will have the same roof/facade style.
 2. Facade materials or colors will not repeat between adjacent homes. Significant variation in materials and/or colors is encouraged.
 - e. Each home must have a minimum of five shrubs along the front foundation, and two trees in the front yard.
 - f. Common areas shall be under the ownership and control of the property owners' association, which shall be responsible for the maintenance, and repair of the common areas.
 - g. The area identification sign (monument sign) must meet all standards outlined in city ordinance.
 1. A box drawn around the lettering on the sign shall not exceed 16 square feet
- (5) Any standard not specifically described within this section shall remain consistent with the City of Elk River Code of Ordinances.

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

Plan A – Preliminary Plat of The Villas on Fillmore as approved by the Elk River City Council on July 18, 2022, and subject to all conditions of approval.

Plan B – Street and Utility Construction Plans prepared by Rum River Land Surveyors and Engineers and dated January 23, 2023.

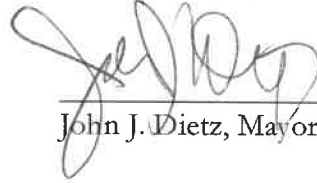
Plan C – The Preliminary Plat of The Villas on Fillmore Third Addition as approved by the Elk River City Council on March 17, 2025, and subject to all conditions of approval.

Plan D – Street and Utility Construction Plans for the Third Addition prepared by Rum River Land Surveyors and Engineers and dated January 23, 2025.



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

Passed and adopted by the City Council of the City of Elk River this 17th day of March, 2025.



John J. Dietz, Mayor

ATTEST:



Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
6.1

Meeting Date
April 21, 2025

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 April Volunteer of the Month Award recipient.

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

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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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
April 21, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Heritage Preservation Commission Annual Update

Reviewed by
Cal Portner
Tina Allard

Action Requested
Receive the annual update of the Heritage Preservation Commission.

Background/Discussion
The bylaws of the Heritage Preservation Commission state that the Commission will annually update its activities to the Council. Chair Lance Lindberg will provide the Council with a verbal update of the HPC's recent activities and projects planned for this year.

Financial Impact
None

Mission/Policy/Goal
Together we win

Attachments
None

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Request for Action

To
City Council

Item Number
7.1

Meeting Date
April 21, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 25-16: Plat of Elk Hills Second Addition,
841 Line Ave, All Day Companies

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the preliminary plat of Elk Hills Second Addition, subject to the following conditions:

1. The wetland boundary is to be updated upon receiving formal approval of the delineated boundary. The boundary shown on the plat must reflect the TEP approval.
2. Any development of Lot 2 will require connection to city utilities.
3. The street name along the west lot line must be updated to Line Avenue.

Adopt, by motion, Resolution 25-16 approving the final plat of Elk Hills Second addition, subject to the condition that Park Dedication shall be paid for one lot at the applicable rate when the plat is released for recording.

Background/Discussion

The property is zoned Single Family Residential (R1c) with minimum lot sizes of 10 acres for lots that do not have access to utilities, and 11,000 sf for lots with access. The applicant has requested approval of a preliminary and final plat to subdivide the 40-acre lot into two parcels. Lot 1 will be 29.54 acres, and Lot 2 will be 9.77 acres. The plat also dedicates right-of-way for Line Avenue, expanding the street right-of-way to the standard of 60 feet. Both parcels have direct access to Line Avenue.

The southern parcel, lot 2, is within 300 feet of trunk water and sewer service, and any future development of the property will require a utility connection. Lot 1 does not have access to utilities.

Planning Commission

The Planning Commission held a public hearing on March 25, 2025. A handful of residents spoke during the hearing and asked questions regarding the proposed use of the lots. Staff noted that the most intense use allowed without additional permitting or review from the City Council is single-family uses. The plat would allow two new single-family homes. More intense uses, like schools, religious uses, or multifamily uses, would require a public hearing, and all residents within 500 feet would be notified.

The Planning Commission unanimously recommended approval of the preliminary plat of Elk Hills Second Addition.

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Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.

Attachments

1. Planning Commission Staff Report 03-25-2025
2. RES 25-16 Elk Hills 2nd Final Plat Resolution
3. Elk Hills 2nd Final Plat



Request for Action

To
Planning Commission

Item Number
6.1

Meeting Date
March 25, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Preliminary Plat: Elk Hills Second Addition, 841 Line Avenue, All Day Companies on behalf of the applicant

Reviewed by
Chris Leeseberg

Action Requested

Recommend, by motion, approval of the preliminary plat of Elk Hills Second Addition subject to the following conditions:

1. The wetland boundary is to be updated upon receiving formal approval of the delineated boundary.
2. Any development of Lot 2 will require connection to city utilities.

Background/Discussion

The property is zoned Single Family Residential (R1c) with minimum lot sizes of 10-acres for lots that do not have access to utilities, and 11,000 SF for lots with access. The applicant has requested approval of a preliminary and final plat to subdivide a 40-acre property into two parcels. Lot 1 will be 29.54 acres and Lot 2 will be 9.77 acres. The plat also dedicates right-of-way for Auburn Drive, expanding the street right-of-way to the standard of 60 feet. Both parcels have direct access to Auburn Drive. The correct street name will be Line Avenue, not Auburn Drive as shown.

The southern parcel, lot 2, is within 300 feet of trunk water and sewer service and any future development of the property will require a utility connection. Lot 1 does not have access to utilities.

Applicable Regulations

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

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

The proposed subdivision is consistent with all zoning regulations. When reviewing the design standards based on access to utilities, lot size and lot width meet the ordinance requirements.

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2. *The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans, including, but not limited to, the city's comprehensive development plan.*

The subdivision is consistent with all applicable plans.

3. *The physical characteristics of the site, including but not limited to topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage, are suitable for the type and density of development and uses contemplated.*

The existing wetlands on the property have been delineated but are still under review. Final approval of the wetland boundary does need to wait until the growing season. Once the boundaries have been verified, the plat will need to be updated to follow the approved delineation. The remainder of the site is generally suited for development.

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

The lots within the proposed subdivision have access to a city street, and lot 2 is within 300 feet of public utilities. Any development of the southern parcel will require connection to city services, at the developers' expense.

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

Once the wetland boundaries have been approved, the city's wetland setback and buffer ordinance will limit negative impacts to the natural features. The subdivision will not cause substantial environmental damage.

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

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

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

The properties around this subdivision are generally developed, but the land to the east could see redevelopment of the existing uses. This subdivision will not adversely impact the development potential of the surrounding properties.

8. *The proposed subdivision is not premature. A subdivision is premature if any of the following exists:*
 1. *Lack of adequate stormwater drainage.*
 2. *Lack of adequate roads.*
 3. *Lack of adequate sanitary sewer systems.*
 4. *Lack of adequate off-site public improvements or support systems.*

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

Financial Impact

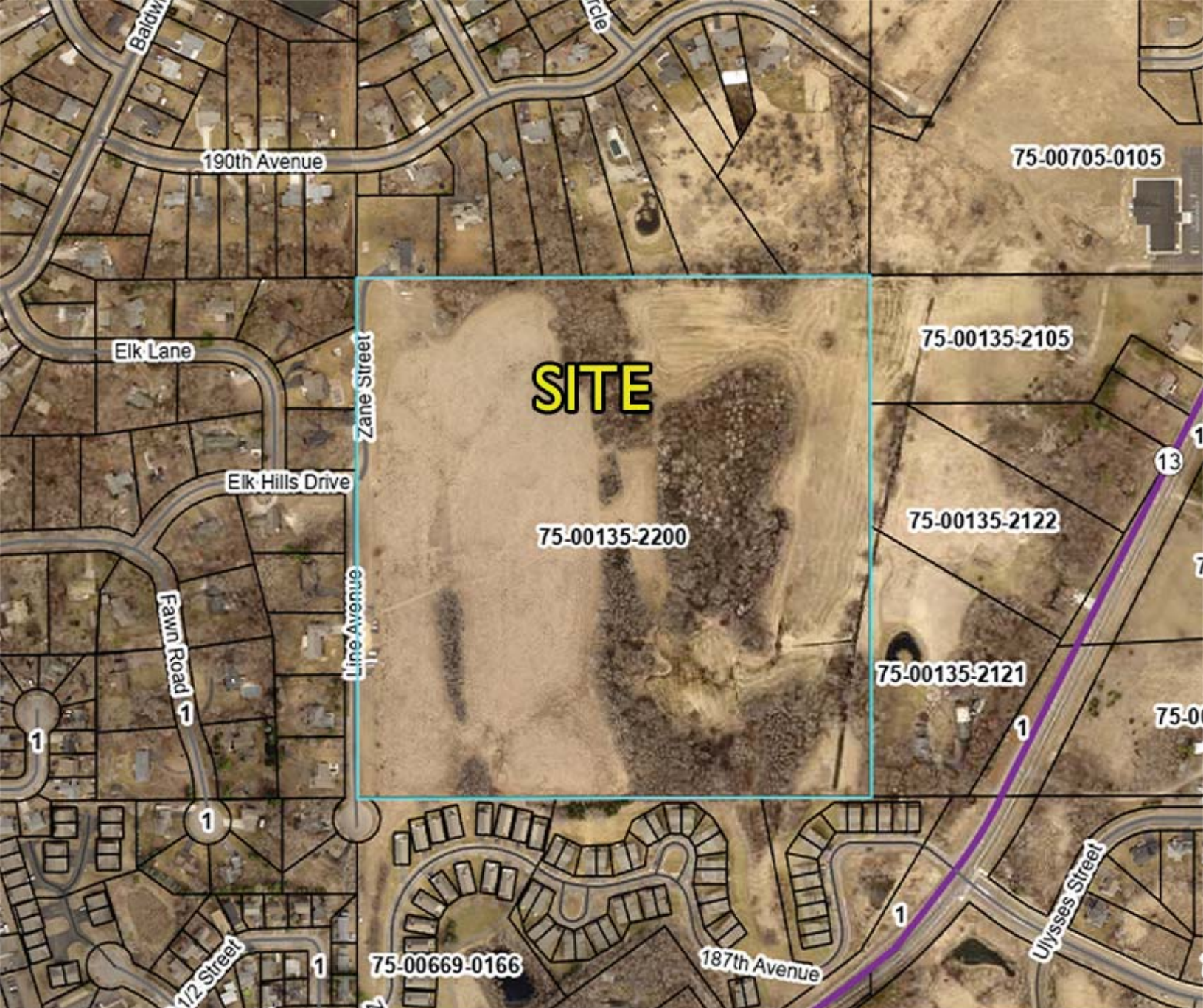
None

Mission/Policy/Goal

Support the growth and development of the community.
Responsibly grow.

Attachments

1. Location Map
2. Elk Hills Second Addition Preliminary Plat
3. Elk Hills Second Addition Final Plat

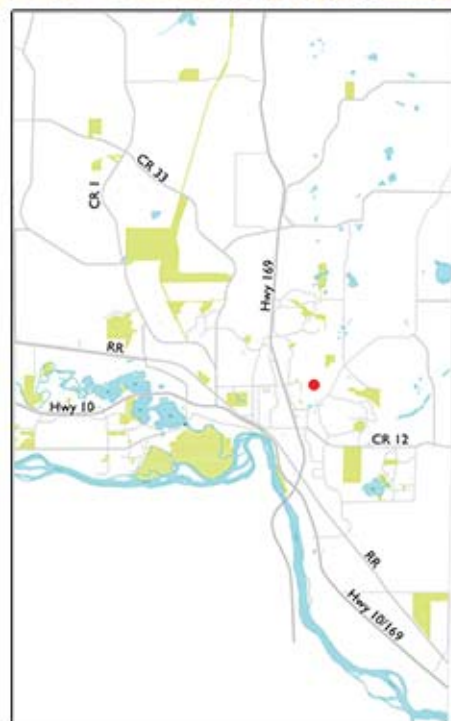


Project Location Map

Elk Hills Second Addition

Preliminary Plat (P 25-07)

Final Plat (P 25-06)



ELK HILLS SECONDS ADDITION PRELIMINARY PLAT

SECTION 35, TOWNSHIP 33 NORTH, RANGE 26 WEST
SHERBURNE COUNTY, MINNESOTA

LEGAL DESCRIPTION

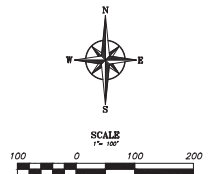
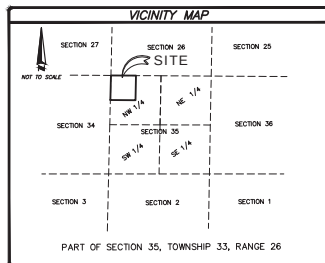
NW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 33
NORTH, RANGE 26 WEST, SHERBURNE COUNTY, MINNESOTA.

SURVEYOR NOTES

1. TOPOGRAPHY SHOWN WAS GENERATED WITH GROUND SHOTS
OBTAINED USING MNDOT WQ(2011) NGVD83, ON
08/05/2024.
2. PER FEMA FLOOD PANEL 2714100395F AND 2714100385F,
BOTH HAVING AN EFFECTIVE DATE OF 11/16/2011, AND
SAID PROPERTY DOES NOT LIE WITHIN THE HUNDRED YEAR
FLOOD ZONE.

LEGEND

- IRON MONUMENT FOUND
- IRON MONUMENT SET
WITH CAP NO. (57991)
- FOUND CAST IRON
MONUMENT
- ⊕ POWER POLE (PP)
- ☆ LIGHT POLE
- PROPERTY BOUNDARY
- - - EXISTING LOT LINE/ADJOINERS
- - - 120' - - - CONTOUR - MNR
- - - 131' - - - CONTOUR - MNR
- ||||| TREELINE
- - - WETLAND



BEARINGS ARE BASED ON NAD83(2011)
SHERBURNE COUNTY COORDINATE SYSTEM
ELEVATION IS BASED ON NAD83 USING MNDOT "BENTLEY" AS
A BENCHMARK WITH AN ELEVATION OF 911.93 FEET

NORTHWESTERN SURVEYING AND ENGINEERING, INC. PREPARED THIS SURVEY WITHOUT THE BENEFIT OF CURRENT TITLE WORK. THE PROPERTY SHOWN IS BASED ON A LEGAL DESCRIPTION PROVIDED BY THE CLIENT OR A GENERAL REQUEST AT THE APPROPRIATE COUNTY RECORDER'S OFFICE. EASEMENTS, SITE RESTRICTIONS OR ADJOINING DEED CONFLICTS MAY EXIST WHICH AFFECT SUBJECT PROPERTY AND ARE NOT SHOWN BY THIS SURVEY. WE RESERVE THE RIGHT TO REVISE THE SURVEY UPON RECEIPT OF A CURRENT TITLE COMMITMENT OR TITLE OPINION.



LARRY & ARLYCE
MORRELL
SEC. 35-T33N-R26W
SHERBURNE COUNTY, MN

DATE: 12/04/2024
DRAWN BY: MND
CHECKED BY: MND
DATE: 12/04/2024

PROPERTY COPY THIS SURVEY PLAN OF REPORT WAS PREPARED BY
ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED
LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
WITHIN 60 DAYS OF (SEE NO. 57991) DATE: 12/04/2024

ELK HILLS SECOND ADDITION

SECTION 35, TOWNSHIP 33 NORTH, RANGE 26 WEST
SHERBURNE COUNTY, MINNESOTA

C.R. DOC. NO. _____

KNOW ALL PERSONS BY THESE PRESENTS: That _____, owners, of the following described property::

NW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 26 WEST, SHERBURNE COUNTY, MINNESOTA.

Have caused the same to be surveyed and platted as ELK HILLS SECOND ADDITION and do hereby dedicate to the public for public use the street of AUBURNE DRIVE as created by this plat.

In witness whereof said _____, have hereunto set their hands this ____ day of _____, 20____.

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____

Notary Public Signature _____

Notary Printed Name _____

_____, County, Minnesota
My Commission Expires _____

I, Michael A. Stang, 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 wetlands, 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____.

Michael A. Stang, Licensed Land Surveyor
Minnesota License No. 52591

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by Michael A. Stang

Notary Public Signature _____

Notary Printed Name _____

_____, County, Minnesota
My Commission Expires _____

City Council, City of Corcoran, Minnesota

This plat of ELK HILLS SECOND ADDITION was approved and accepted by the City Council of the City of Elk River, Minnesota at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Corcoran, Minnesota

by _____, Mayor

by _____, Clerk

COUNTY AUDITOR, Sherburne County, Minnesota

I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this plat, dated this ____ day of _____, 20____.

_____, County Auditor by _____ Deputy

SURVEY DIVISION, Sherburne County, Minnesota

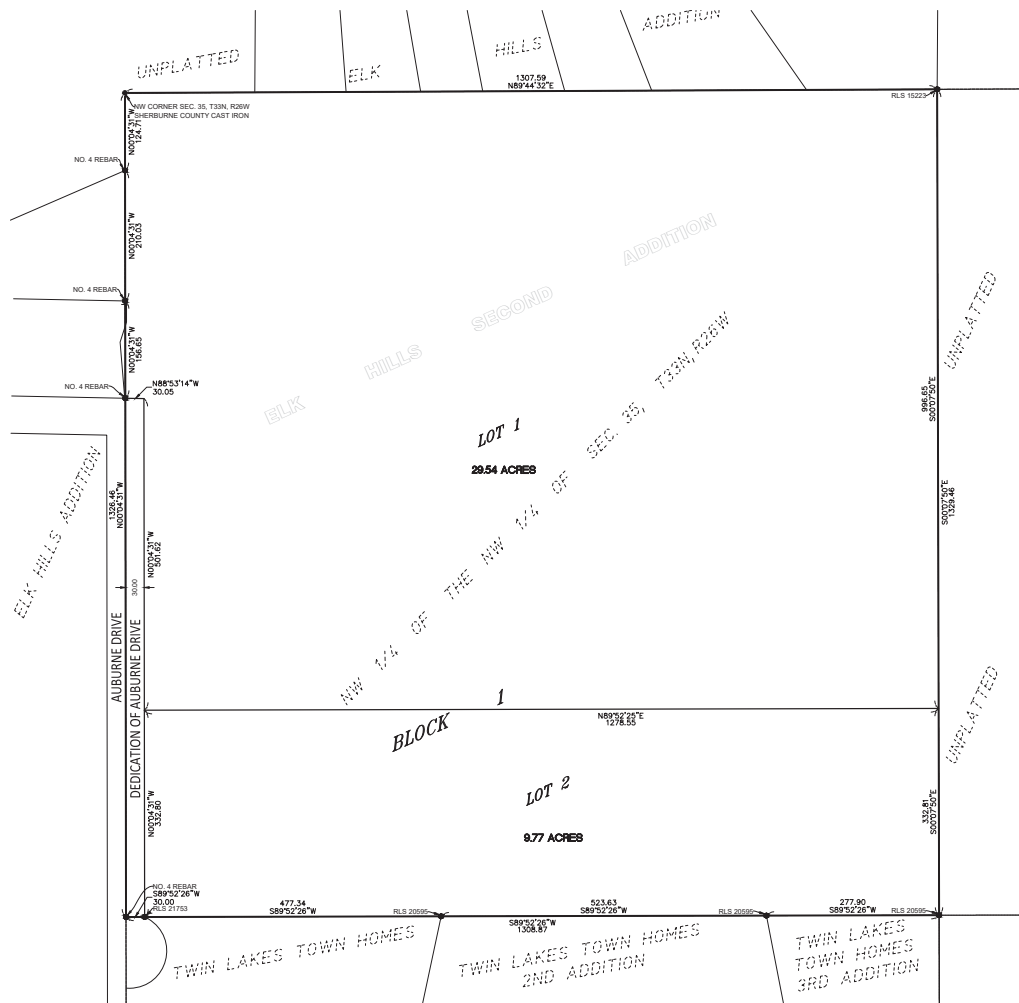
Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this ____ day of _____, 20____.

_____, County Surveyor by _____

COUNTY RECORDER, Sherburne County, Minnesota

I hereby certify that the within plat of ELK HILLS SECOND ADDITION was recorded in this office this ____ day of _____, 20____ at ____ o'clock ____ M.

_____, County Recorder by _____ Deputy



BEARINGS ARE BASED ON NAD83(2011)
SHERBURNE COUNTY COORDINATE SYSTEM
ELEVATION IS BASED ON AROUND USING MDSOT "DENTIST" AS
A BENCHMARK WITH AN ELEVATION OF 911.93 FEET



- INDICATES FOUND 1/2 INCH OPEN IRON PIPE MONUMENT
- INDICATES SET CAPPED 1/2 INCH IRON PIPE MONUMENT BEARING P.L.S. NO. 57991
- SHERBURNE COUNTY CAST IRON MONUMENT

NORTHWESTERN
SURVEYING & PROFESSIONAL, INC.



Resolution 25-16

A Resolution of the City of Elk River Granting Final Plat Approval for Elk Hills Second Addition Case No. P 25-06

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 of the Property was approved by the City Council on April 21, 2025; and

WHEREAS, the proposed final plat is consistent with the preliminary plat 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 21st day of April 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A
LEGAL DESCRIPTION

NW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 26
WEST, SHERBURNE COUNTY, MINNESOTA



EXHIBIT B
CONDITIONS OF APPROVAL

1. Park dedication shall be paid for one lot at the rate applicable when the plat is released for recording.



ELK HILLS SECOND ADDITION

SECTION 35, TOWNSHIP 33 NORTH, RANGE 26 WEST
SHERBURNE COUNTY, MINNESOTA

KNOW ALL PERSONS BY THESE PRESENTS: That _____, owners, of the following described property:

NW 1/4 OF THE NW 1/4 OF SECTION 35, TOWNSHIP 33 NORTH, RANGE 26 WEST, SHERBURNE COUNTY, MINNESOTA.

Have caused the same to be surveyed and platted as ELK HILLS SECOND ADDITION and do hereby dedicate to the public for public use the street of AUBURNE DRIVE as created by this plat.

In witness whereof said _____, have hereunto set their hands this ____ day of _____, 20__.

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____.

Notary Public Signature _____

Notary Printed Name

____ County, Minnesota
My Commission Expires _____

I, Michael A. Stang 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 wetlands, 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____.

Michael A. Stang, Licensed Land Surveyor
Minnesota License No. 52591

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ by Michael A. Stang

Notary Public Signature

Notary Printed Name

_____, County, Minnesota
My Commission Expires _____

City Council, City of Corcoran, Minnesota

This plat of ELK HILLS SECOND ADDITION was approved and accepted by the City Council of the City of Elk River, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Corcoran, Minnesota

by _____, Mayor

by _____, Clerk

COUNTY AUDITOR, Shurburne County, Minnesota

I hereby certify that taxes payable in 20__ and prior years have been paid for land described on this plat, dated this ____ day of _____, 20__.

_____, County Auditor by _____ Deputy

SURVEY DIVISION, Shurburne County, Minnesota

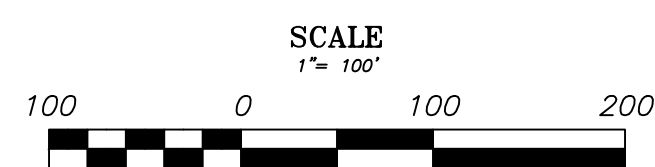
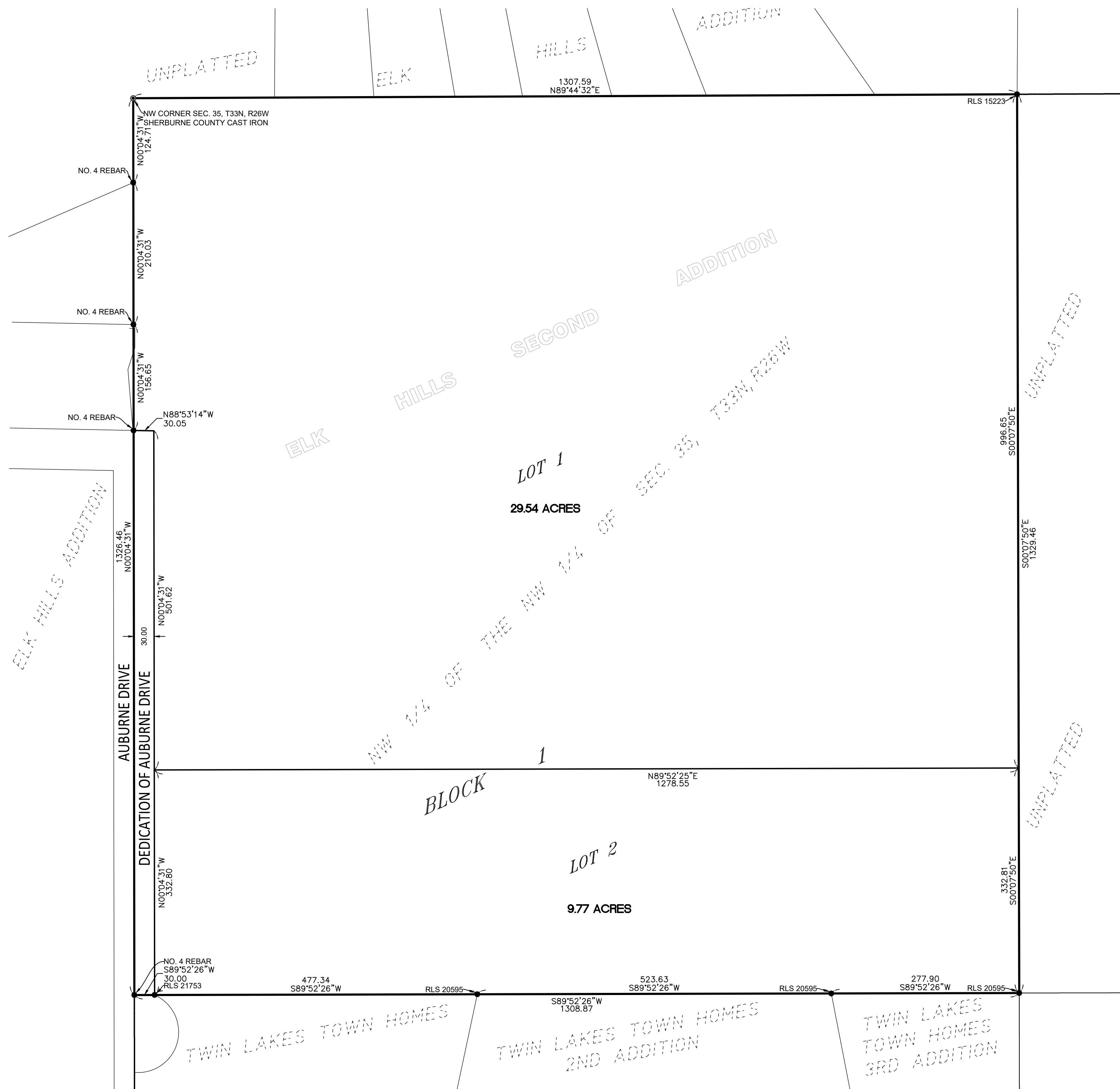
Pursuant to MN. STAT. Sec. 383B.565 (1969), this plat has been approved this _____ day of _____, 20____

_____, County Surveyor by _____

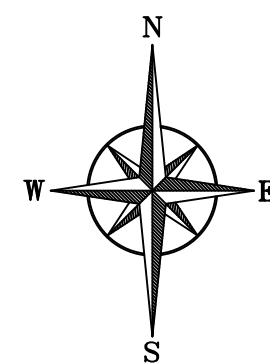
COUNTY RECORDER, Shurburne County, Minnesota

I hereby certify that the within plat of ELK HILLS SECOND ADDITION was recorded in this office this ____ day of _____, 20____ at _____ o'clock ____ M.

_____, County Recorder by _____ Deputy



BEARINGS ARE BASED ON NAD83(2011)
SHERBURNE COUNTY COORDINATE SYSTEM
ELEVATION IS BASED NAVD88 USING MNDOT "DENTIST" AS
A BENCHMARK WITH AN ELEVATION OF 911.93 FEET



- INDICATES FOUND 1/2 INCH OPEN IRON PIPE MONUMENT
- INDICATES SET CAPPED 1/2 INCH IRON PIPE MONUMENT BEARING P.L.S. NO. 57991
- ⊗ SHERBURNE COUNTY CAST IRON MONUMENT



NORTHWESTERN
SURVEYING & ENGINEERING, INC.



Request for Action

To
City Council

Item Number
7.2

Meeting Date
April 21, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Resolution 25-17: Plat of Ridgewood Hills Second Addition, 10038 215th Ave, Greg Petersen

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the preliminary plat of Ridgewood Hills Second Addition.

Adopt, by motion, Resolution 25-17 approving the final plat of Ridgewood Hills Second Additions with the following Conditions:

1. Park Dedication Fees shall be paid for one dwelling unit at the rate applicable when the subdivision is released for recording.
2. The developer shall extend 215th Ave to the western end of the plat. The road shall end at a cul-de-sac, built to city standards.
3. Council approval of a Development Agreement outlining the responsibilities of the developer.
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.

Background/Discussion

The property is zoned Single Family Residential (R1a), where the ordinance requires a minimum lot size of 2 ½ acres. The applicant is requesting a preliminary and final plat to subdivide their 15.85-acre property into two parcels. Lot 1 will be 3.24± acres in size, and Lot 2 will be 12.32± acres. Access to lots 1 and 2 will be from 215th Avenue. The parcels meet the dimensional requirements for the R1a district. One parcel is eligible for park dedication.

Planning Commission

The Planning Commission held a public hearing on March 25, 2025. Numerous residents spoke during the public hearing, with the main topic of concern related to the group home operation on the subject parcel. Staff informed the commission that the state regulates group homes and the city is required to allow them in residential zoning districts.

The Commission understood the city limits on group home regulations and had no concerns with the proposed subdivision. The Commission unanimously recommended approval of the preliminary plat.

The Elk River Vision

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



Financial Impact

All costs associated with processing this application and the installation of public services (street extension) are the responsibility of the applicant.

Mission/Policy/Goal

Ethical, efficient, and responsible.

Support the growth and development of the community.

Attachments

1. Preliminary Plat
2. Final Plat
3. Planning Commission Memo dated March 25, 2025
4. RES 25-17 Ridgewood Hills

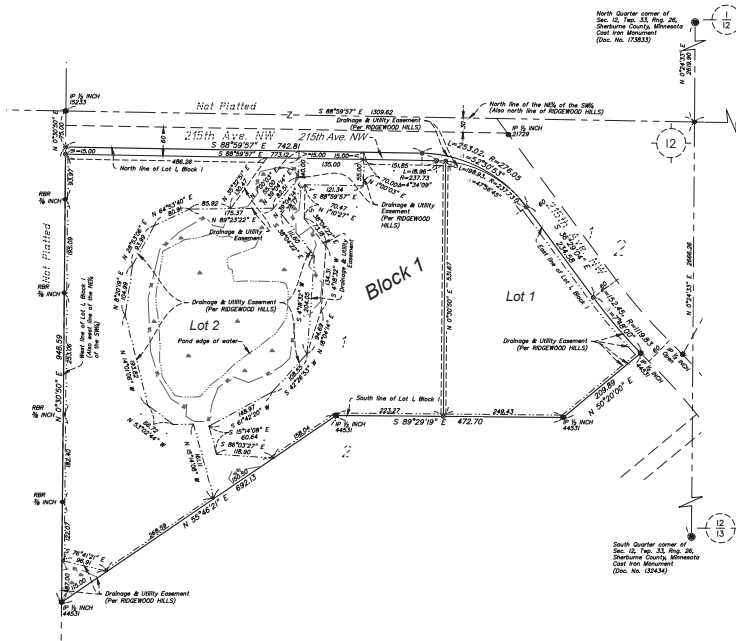
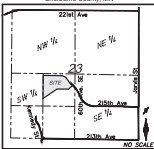
**CITY OF ELK RIVER
SHERBURNE COUNTY, MN**



RIDGEWOOD HILLS SECOND ADDITION

**CITY OF ELK RIVER
SHERBURNE COUNTY, MN**

VICINITY MAP
Sec. 12, Twp. 13, Rng. 20
Sherburne County, MN



I hereby certify that this plat was prepared by me or under my direct supervision; that I am 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 the plat; that monuments depicted on the plat have been set; that all water boundaries and wet lands, as defined in Minnesota Statutes 50B.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.

Craig A. Wenmann, Licensed Land Surveyor
Minnesota License No. 47466

STATE OF MINNESOTA
COUNTY OF _____

The foregoing surveyor's certificate was acknowledged before me this _____ day of _____, 20____, by Craig A. Wenmann, Licensed Land Surveyor, Minnesota License Number 47466.

(Signatures) _____ Notary Public, _____ County, Minnesota

(Printed Name) _____ My Commission Expires _____

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

Mayer _____ Clerk _____

Pursuant to Sherburne County Ordinance Number 006, I hereby certify that this plat has been checked and approved as to compliance with Chapter 506, Minnesota Statutes this _____ day of _____, 20____.

Sherburne County Surveyor _____

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

Sherburne County Auditor/Treasurer _____

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 _____

KNOW ALL PERSONS BY THESE PRESENTS: That Oak House, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Elk River, County of Sherburne, State of Minnesota:

Lot 1, Block 1, RIDGEWOOD HILLS

Has caused the same to be surveyed and platted as RIDGEWOOD HILLS SECOND ADDITION and does hereby dedicate to the City of Elk River, for public use forever, the public way and the drainage and utility easements as created by this plat.

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

Signed: Oak House, LLC

_____, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Oak House, LLC, a Minnesota limited liability company.

(Signatures) _____ Notary Public, _____ County, Minnesota

(Printed Name) _____ My Commission Expires _____

Drainage and Utility Easements
are shown thus:

--- 10' ---
--- 15' ---
--- 20' ---
--- 25' ---
--- 30' ---
--- 35' ---
--- 40' ---
--- 45' ---
--- 50' ---
--- 55' ---
--- 60' ---
--- 65' ---
--- 70' ---
--- 75' ---
--- 80' ---
--- 85' ---
--- 90' ---
--- 95' ---
--- 100' ---

Being 10 feet in width and adjoining right of way line, and being 5 feet in width and adjoining lot lines and plat boundary lines, unless otherwise indicated, as shown on the plat.

LEGEND:

- Decades found iron monument
- Decades 8' high x 4' at each 300' measured with a transit plus stamped R.L.S. 47466
- LS 44531 Decades Trunk C. Taylor, LS
- LS 21729 Decades Rick M. Blom, LS
- LS 10233 Decades Dennis Y. Taylor, LS
- Decades easement
- Decades easement per RIDGEWOOD HILLS
- Decades adjoining neighbors
- Decades water edge
- Decades wetland edge
- Decades wetland



SCALE: 1 INCH = 100 FEET

Bearings are based on the plat of RIDGEWOOD HILLS. For the purpose of this plat, the East line of Lot 1, Block 1, RIDGEWOOD HILLS, is converted to true North 1 degree 30 minutes 30 seconds East.

BOGART, PEDERSON & ASSOCIATES, INC.



Request for Action

To
Planning Commission

Item Number
6.2

Meeting Date
March 25, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Preliminary Plat: Ridgewood Hills Second Addition,
10038 215th Avenue, Greg Petersen

Reviewed by
Zack Carlton

Action Requested

Recommend, by motion, approval of the preliminary plat of Ridgewood Hills Second Addition with the condition of extending the city street and cul-de-sac to the western boundary of the plat.

Background/Discussion

The property is zoned Single Family Residential (R1a) where ordinance requires a minimum lot size of 2 ½ acres. The applicant is requesting a preliminary and final plat to subdivide their 15.85-acre property into two parcels. Lot 1 will be 3.24± acres in size and Lot 2 will be 12.32± acres. Access to lots 1 and 2 will be from 215th Avenue. The parcels meet the dimensional requirements for the R1a district. One parcel is eligible for park dedication.

The proposal includes an additional 15 feet of right-of-way, ensuring there is a total of 60 feet of right-of-way to support the extension of the city street and cul-de-sac to the western boundary. These public improvements are installed at the applicant's expense. In addition to providing access to Lot 2, this street extension will serve to support future development and support future traffic circulation in the surrounding area.

Parks and Recreation Commission

The commission recommended park dedication for Ridgewood Hills Second Addition be paid in cash, at the applicable rate at the time of recording, for one single family parcel.

Applicable Regulations

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

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

The Elk River Vision

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



The proposed subdivision is consistent with all zoning regulations. The lot size and lot width meet the ordinance requirements.

2. *The proposed subdivision is consistent with all applicable general and specialized city, county, and regional plans, including, but not limited to, the city's comprehensive development plan.*

The subdivision is consistent with all applicable plans.

3. *The physical characteristics of the site, including but not limited to topography, soils, vegetation, susceptibility to erosion and siltation, susceptibility to flooding, and drainage are suitable for the type and density of development and uses contemplated.*

While there is a wetland complex on the property, the physical characteristics of the site are suitable for the type and density of development and uses contemplated.

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

With the proposed condition of extending the city street and cul-de-sac to the western boundary of the subject parcel, the subdivision includes the required infrastructure to meet city requirements.

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

The existing wetlands will not be impacted by the proposed subdivision and any development on these parcels will require compliance with the city's wetland setback ordinance. The subdivision will not cause substantial environmental damage.

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

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

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

The adjacent surrounding properties are undeveloped, but the proposed subdivision will not impact the reasonable development of neighboring land. With the proposed condition of extending the city street and cul-de-sac access to the undeveloped parcels will be improved.

8. *The proposed subdivision is not premature. A subdivision is premature if any of the following exists:*
 1. *Lack of adequate stormwater drainage.*
 2. *Lack of adequate roads.*
 3. *Lack of adequate sanitary sewer systems.*
 4. *Lack of adequate off-site public improvements or support systems.*

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

Financial Impact

All costs associated with processing this application and installation of public services are the responsibility of the applicant.

Mission/Policy/Goal

Ethical, efficient, and responsible.

Support the growth and development of the community.

Attachments

1. Location Map
2. Preliminary Plat
3. Aerial Overlay
4. Future Street Connections

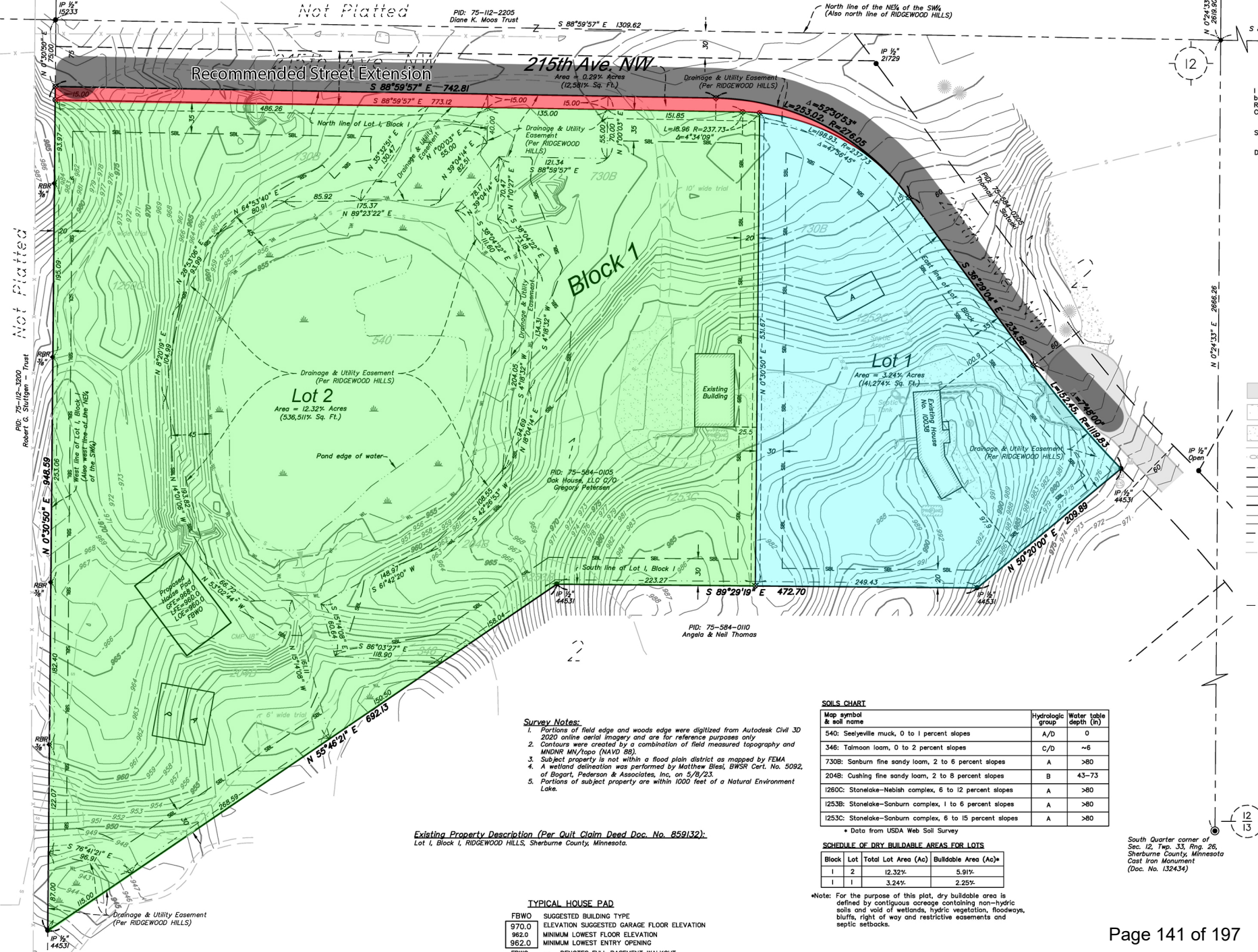


Project Location Map

Ridgewood Hills Second Addition

Preliminary Plat
Final Plat

Case No: P 25-04 & P 25-05



Survey Notes:

1. Portions of field edge and woods edge were digitized from Autodesk Civil 3D 2020 online aerial imagery and are for reference purposes only
2. Contours were created by a combination of field measured topography and MNDNR MN/Topo (NAVD 88)
3. Subject property is not within a flood plain district as mapped by FEMA
4. A wetland delineation was performed by Matthew Blesi, DWSR Cert. No. 5092, of Bogart, Pederson & Associates, Inc. on 5/8/23.
5. Portions of subject property are within 1000 feet of a Natural Environment Lake.

Existing Property Description (Per Quit Claim Deed Doc. No. 859132):
Lot 1, Block 1, RIDGEWOOD HILLS, Sherburne County, Minnesota.

TYPICAL HOUSE PAD

FBWO	SUGGESTED BUILDING TYPE
970.0	ELEVATION SUGGESTED GARAGE FLOOR ELEVATION
962.0	MINIMUM LOWEST FLOOR ELEVATION
962.0	MINIMUM LOWEST ENTRY OPENING
FBWO	= DENOTES FULL BASEMENT WALKOUT

SOILS CHART

Map symbol & soil name	Hydrologic group	Water table depth (in)
540: Seelyville muck, 0 to 1 percent slopes	A/D	0
346: Talmoon loam, 0 to 2 percent slopes	C/D	~6
730B: Sunburn fine sandy loam, 2 to 6 percent slopes	A	>80
204B: Cushing fine sandy loam, 2 to 8 percent slopes	B	43-73
1260C: Stonelake-Nebish complex, 6 to 12 percent slopes	A	>80
1253B: Stonelake-Sunburn complex, 1 to 6 percent slopes	A	>80
1253C: Stonelake-Sunburn complex, 6 to 15 percent slopes	A	>80

• Data from USDA Web Soil Survey

SCHEDULE OF DRY BUILDABLE AREAS FOR LOTS

Block	Lot	Total Lot Area (Ac)	Buildable Area (Ac)*
I	2	12.32%	5.91%
I	1	3.24%	2.25%

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

South Quarter corner of Sec. 12, Twp. 33, Rng. 26, Sherburne County, Minnesota
Cast Iron Monument
(Doc. No. 132434)

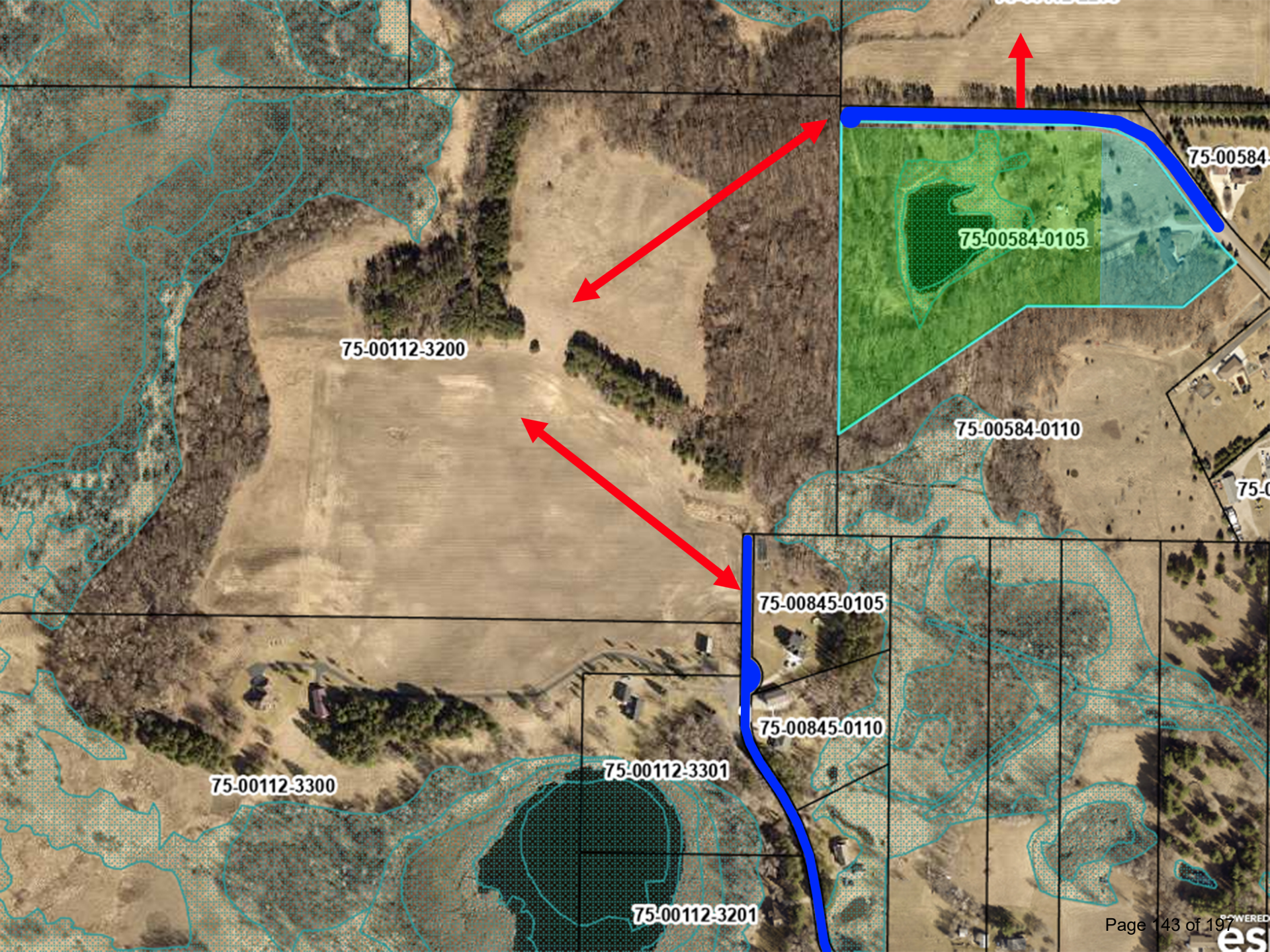


75-00584-0205

75-00584-0105

75-00584-0115

75-00584-0110





City of Elk River City Council

Resolution 25-17

A Resolution of the City Council of the City of Elk River Granting Final Plat Approval for Ridgewood Hills Second Addition, Case No. P 25-04

WHEREAS, application has been made for final plat approval, pursuant to Section 30-391 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 of the Property was approved by the City Council on April 21, 2025; and

WHEREAS, the proposed final plat is consistent with the preliminary plat 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 plat of the Property.

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

- A. The proposed subdivision is consistent with Chapter 30 of the City Code of Ordinances and conforms with all 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.
 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 21st day of April 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A
LEGAL DESCRIPTION

Lot 1, Block 1, Ridgewood Hills, Sherburne County, MN.



EXHIBIT B
CONDITIONS OF APPROVAL

1. Park Dedication Fees shall be paid for one dwelling unit at the rate applicable when the subdivision is released for recording.
2. The developer shall extend 215th Ave to the western end of the plat. The road shall end with a cul-de-sac, built to city standards.
3. Council approval of a Development Agreement outlining the responsibilities of the developer.
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.





Request for Action

To
City Council

Item Number
7.3

Meeting Date
April 21, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 25-18 Easement Vacation and Resolution
25-19 Plat: Carlson Meadow, PID 75-00784-0120,
City of Elk River

Reviewed by
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 25-18 vacating the drainage and utility easements on Lot 2, Block 2, MISSISSIPPI RIDGE, and Lot 1, Block 1, MISSISSIPPI RIDGE SECOND ADDITION, subject to the condition that the plat of Carlson Meadow be recorded simultaneously.

Adopt, by motion, Resolution 25-19 approving the final plat of Carlson Meadow.

Background/Discussion

City staff have been working with Blaze Credit Union on a plat to support the extension of Yale Court south to 170th Ave. To establish the right-of-way for the street extension, the lot lines for both parcels at the south end of the existing cul-de-sac must be adjusted. Blaze Credit Union has agreed to the layout shown in the plat, which continues to support their business operations.

Approval of the plat also requires vacating the existing drainage and utility easements running along the existing parcel lines. The proposed vacation will eliminate all existing easements on both the city and Blaze parcels, but the plat re-dedicates all relevant easements required for the existing utilities and proposed layout.

Construction of the street extension is planned for later this year and will provide residents and businesses south of the site with access to the stop light at 171st Ave and Highway 10. With the growing traffic concerns at uncontrolled intersections along the highway, this will improve safety for the community by providing them with access to a controlled intersection.

A draft plan of the street extension is attached. Staff will bring the final plan set to the Council in May for review and approval.

Financial Impact

The city has initiated this project and all costs will be paid for using city funds.

The Elk River Vision

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



Mission/Policy/Goal

Improve citizen quality of life

Responsibly grow

Meet changing needs - agile

Attachments

1. Location Map
2. Vacation Exhibit
3. Easement Vacation Resolution
4. Final Plat of Carlson Meadow
5. Final Plat Resolution
6. Draft Street Extension Exhibit



SITE

75-00786-0105

75-00786-0110

75-00784-0120

170th Avenue

10

1

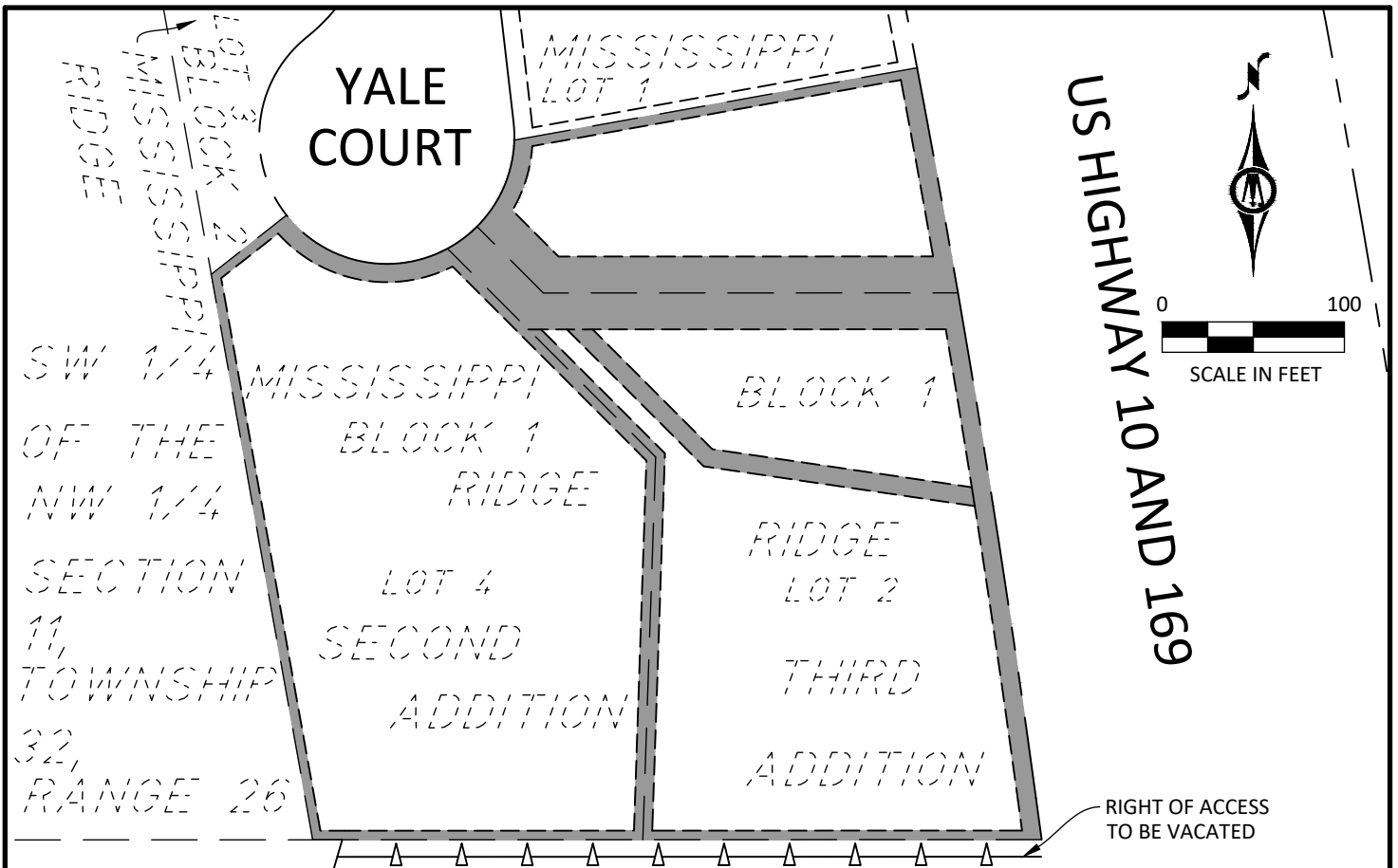
Project Location Map

City of Elk River

Platted Exemption
CARLSON MEADOW

Case No: P 25-08





PROPOSED DESCRIPTION: 170TH AVENUE NORTHWEST

All that part of the drainage and utility easement as delineated and dedicated over, under and across Lot 2, Block 2, MISSISSIPPI RIDGE, according to the recorded plat thereof, Sherburne County, Minnesota,
AND

All that part of the drainage and utility easement as delineated and dedicated over, under and across Lot 1, said Block 2, lying south of the south line of Lot 1, Block 1, MISSISSIPPI RIDGE SECOND ADDITION, according to the recorded plat thereof, said Sherburne County,
AND

All that part of the drainage and utility easements as delineated and dedicated over, under and across Lots 2, 3, and 4, Block 1, MISSISSIPPI RIDGE SECOND ADDITION, according to the recorded plat thereof, said Sherburne County
AND

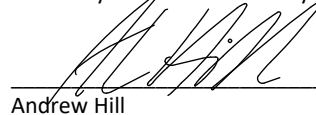
The limited access as delineated and dedicated on said plat of MISSISSIPPI RIDGE SECOND ADDITION.

SURVEYOR'S NOTES:

1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.


Andrew Hill

03/05/2025
Date

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EASEMENT VACATION EXHIBIT YALE COURT, ELK RIVER, MINNESOTA 55330



7533 SUNWOOD DR NW
SUITE 206
RAMSEY, MN 55303
(763) 433-2851

LOTS 1 AND 2, BLOCK 2, MISSISSIPPI RIDGE,
LOTS 2, 3, AND 4, BLOCK 1, MISSISSIPPI RIDGE
SECOND ADDITION

FOR: CITY OF ELK RIVER



City of Elk River City Council

Resolution 25-_____

A Resolution of the City Council of the City of Elk River Granting a Petition to Vacate a Drainage and Utility Easement

WHEREAS, pursuant to Minnesota Statutes Section 412.851, after two (2) weeks' published and posted notice of the hearing and after mailing written notice of the hearing at least ten (10) days before the hearing to each property owner affected by the proposed vacation, the Elk River City Council has conducted a hearing to consider the vacation of the easement legally described on the attached Exhibit "A" ("Easement"); and

WHEREAS, a public hearing on said petition was held on April 21, 2025, before the City Council of the City of Elk River after published and posted notice had been given, and all persons interested were given an opportunity to be heard at the public hearing; and

WHEREAS, vacation of the drainage and utility easement is appropriate as the lot lines between the two parcels are being updated with the plat of Carlson Meadow and required easements will be dedicated with the recording of the plat.

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

1. The petition to vacate the drainage and utility easement, as described in Exhibit A, is hereby granted, based upon the following Findings of Fact:
 - A. The Council finds the drainage and utility easement described in Exhibit A is no longer a benefit to the public as the parcel lines are being moved and new easements will be dedicated with the plat of Carlson Meadow.
2. Vacation of the drainage and utility easement described in Exhibit A shall be effective at the time of recording of the necessary documents.

Passed and adopted this 21st day of April 2025.

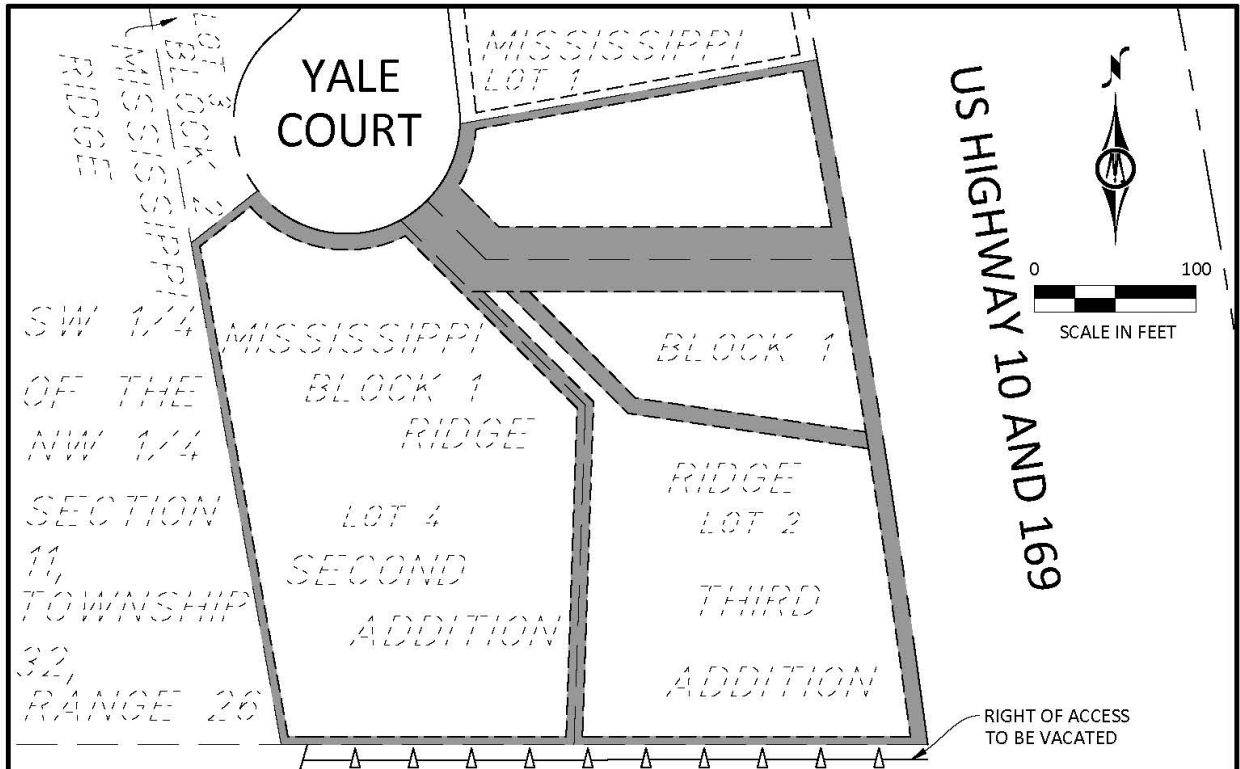
John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Exhibit A



PROPOSED DESCRIPTION: 170TH AVENUE NORTHWEST

All that part of the drainage and utility easement as delineated and dedicated over, under and across Lot 2, Block 2, MISSISSIPPI RIDGE, according to the recorded plat thereof, Sherburne County, Minnesota,
AND

All that part of the drainage and utility easement as delineated and dedicated over, under and across Lot 1, said Block 2, lying south of the south line of Lot 1, Block 1, MISSISSIPPI RIDGE SECOND ADDITION, according to the recorded plat thereof, said Sherburne County,
AND

All that part of the drainage and utility easements as delineated and dedicated over, under and across Lots 2, 3, and 4, Block 1, MISSISSIPPI RIDGE SECOND ADDITION, according to the recorded plat thereof, said Sherburne County
AND

The limited access as delineated and dedicated on said plat of MISSISSIPPI RIDGE SECOND ADDITION.

SURVEYOR'S NOTES:

1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.



Andrew Hill

03/05/2025

Date

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EASEMENT VACATION EXHIBIT YALE COURT, ELK RIVER, MINNESOTA 55330



**BOLTON
& MENK**

7533 SUNWOOD DR NW
SUITE 206
RAMSEY, MN 55303
(763) 433-2851

LOTS 1 AND 2, BLOCK 2, MISSISSIPPI RIDGE,
LOTS 2, 3, AND 4, BLOCK 1, MISSISSIPPI RIDGE
SECOND ADDITION

FOR: CITY OF ELK RIVER

JOB NUMBER: 24X.135752.00

FIELD BOOK:

DRAWN BY: FRD





City of Elk River City Council

Resolution 25-_____

A Resolution of the City Council of the City of Elk River Granting Plat Approval for Carlson Meadow

WHEREAS, application has been made for plat approval, pursuant to Section 30-352 (c) 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, the proposed final plat complies with each of the conditions set forth by the City Council in its approval of the 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. The officers of the City are hereby authorized to sign the final plat for the Property and to issue a certified copy of this Resolution giving final approval of the plat.
3. 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.
4. This 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 21st day of April 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



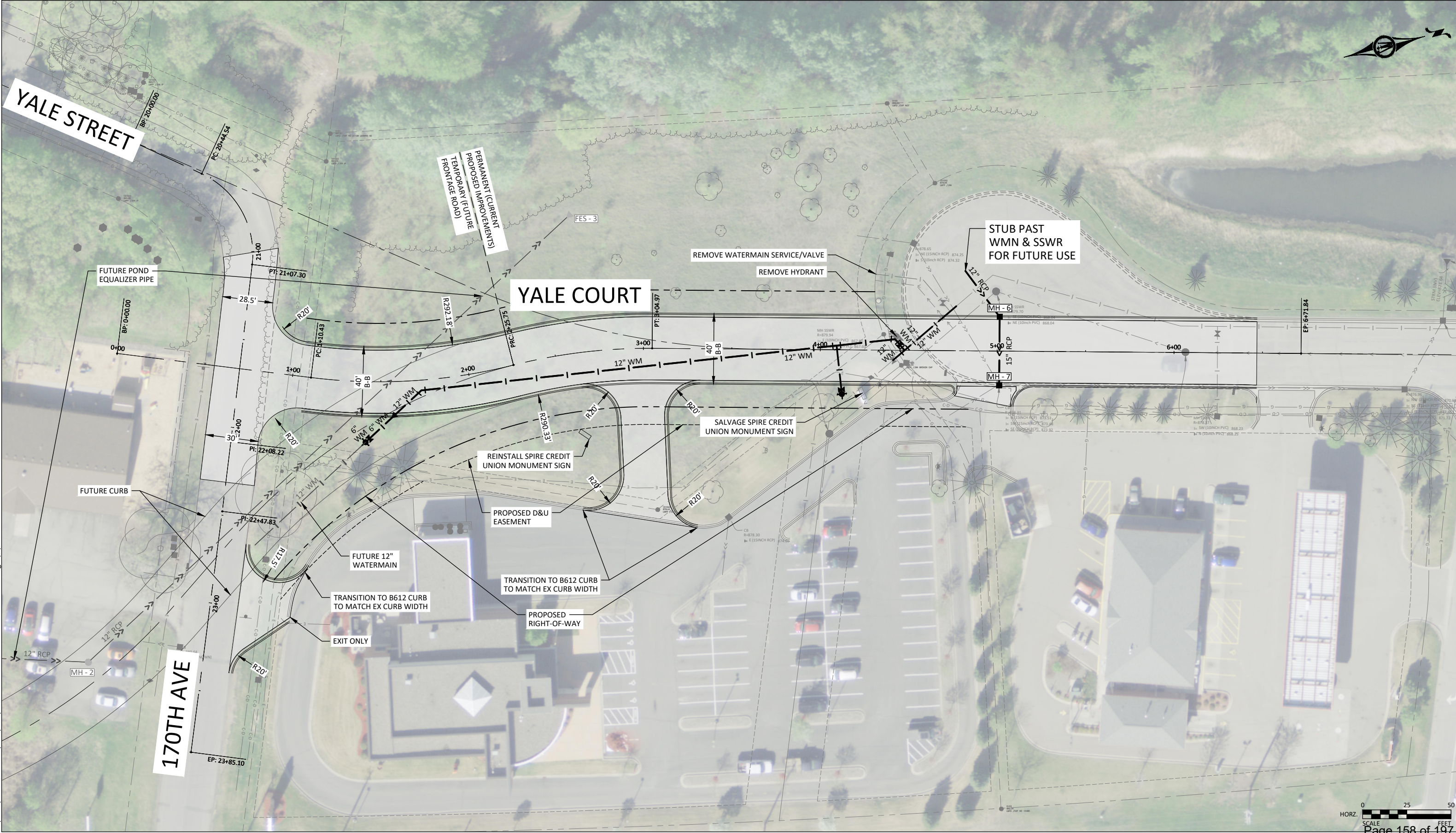
EXHIBIT A
LEGAL DESCRIPTION

Lot 4, Block 1, MISSISSIPPI RIDGE SECOND ADDITION

AND

Lot 2, Block 1, MISSISSIPPI RIDGE THIRD ADDITION





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Request for Action

To
City Council

Item Number
8.1

Meeting Date
April 21, 2025

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Corridors of Commerce Readiness Advancement Solicitation

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Approve, by motion, Corridors of Commerce Readiness Application.

Background/Discussion

The State of Minnesota, through the Department of Transportation (MnDOT), has an open solicitation for funding to cover project development costs to better prepare projects for future construction funding. Different from past years and past applications we have made, this opportunity will only provide funding for administrative project development costs, not construction costs.

In the last Corridors of Commerce solution, the City Council directed that the application be written to fund the design and construction of two new interchanges along TH 10 at Twin Lakes Road and Adams Street, consistent with the long-term vision outlined in the TH 10 Corridor Study. That project did not score high enough to receive funding.

If the Council affirms the previously submitted project as the highest priority, staff recommends the opportunity in this solicitation to help complete project development items such as Environmental/Sustainability analysis and Engineering/Design.

Financial Impact
N/A

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

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
10.1

Meeting Date
April 21, 2025

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

Item Description
Multipurpose Facility Advisory Commission
Ordinance Amendments

Reviewed by
Katie Harstad
Cal Portner
Tina Allard

Action Requested
Discuss ordinance amendments as recommended by the MFAC.

Background/Discussion

The MFAC discussed the ordinance during their regular meeting on April 7, 2025, following the City Council Joint Session.

Motion by Vice Chair Kotzian and seconded by Commissioner Hecker to recommend the following changes to the Council:

- Change the name of the commission to the Community Event Center Commission, thereby changing any instances in the ordinance referencing the Multipurpose Facility Advisory Commission.
- Remove the verbal annual report from “powers and duties.”
- Remove “The commission shall meet at least three times each year, meeting requirement.
- Revise membership to consist of five voting members:
 - One member of the Senior Activity Center
 - One sitting member of the City Council
 - Three at-large members modeled after the parks and recreation structure, with members appointed by the city council. It is expected that a preference be given to city residents, but residency by itself shall not be disqualified.

Motion carries 5-0.

The commissioner’s primary concern is to seek clarity from the city attorney if they can vote on facility rates if user groups representation is removed, and they have better-defined conflicts of interest for any of the at-large members.

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Financial Impact

None.

Mission/Policy/Goal

Appropriately govern in an ever-changing environment.

Attachments

- I. DIVISION_4.____MULTIPURPOSE_FACILITY_ADVISORY_COMMISSION Ordinance Amendment
(April 2025)

***DIVISION 4. ~~MULTIPURPOSE FACILITY ADVISORY~~COMMUNITY EVENT CENTER
COMMISSION¹***

Sec. 2-250. Established.

There is hereby continued, as heretofore created, a ~~multipurpose facility advisory~~community event center commission.

(Ord. No. 24-14, 6-3-2024)

Sec. 2-251. Membership.

The commission shall consist of ~~nine~~five members appointed by the council to include:

- (1) A city resident and member in good standing of the Elk River senior center.
- (2) ~~Two members in good standing representing turf-use associations, which use the facility, including:~~
 - a. ~~Elk River Youth Football Association.~~
 - b. ~~Elk River Youth Baseball Association.~~
 - c. ~~Elk River Youth Softball Association.~~
 - d. ~~Elk River Youth Lacrosse Association.~~
 - e. ~~Elk River Flag Football Association.~~
- (3) ~~Two members in good standing representing ice-use associations, which use the facility, including one each from:~~
 - a. ~~Elk River Youth Hockey Association.~~
 - b. ~~Elk River Figure Skating Club.~~
- (4) A sitting member of the city council.
- (5) ~~A designee of ISD #728. The school district may have a proxy representative in case of absence of the appointed designee. The proxy's name shall be provided to the staff liaison prior to a meeting. The proxy representative does have voting rights.~~
- (6) ~~Two~~Three at-large residents of the community with preference given to city residents, but residency by itself shall not be disqualified.~~no affiliation to the former organizations for at least five years.~~

¹Editor's note(s)—Ord. No. 24-14, adopted June 3, 2024, repealed the former div. 4, §§ 2-251—2-254 and enacted a new div. 4 as set out herein. The former div. 4 pertained to similar subject matter and derived from the Code of 1982, §§ 217.00, 217.02, 217.04—217.07; Ord. No. 03-002, § 1, adopted February 10, 2003; Ord. No. 12-13, § 1, adopted August 6, 2012; Ord. No. 20-06, §§ 1, 2, adopted June 1, 2020

Representatives ~~of the ice and turf use associations and the ISD #728 designee~~ may be nonresidents of the city, but there shall be no more than ~~three~~ two nonresidents of the city serving on the commission at any one time.

(Ord. No. 24-14, 6-3-2024)

Sec. 2-252. Purpose.

The commission shall set goals and expectations for the community use and enjoyment of the ~~multipurpose facility~~ community event center. The commission shall seek community input regarding the use and development of the facility and make recommendations to the city council to protect and preserve the facility as an asset to the community. The commission shall recommend an operational budget and capital plan that meets or exceeds the goals, values, and vision of the facility.

(Ord. No. 24-14, 6-3-2024)

Sec. 2-253. Powers and duties.

The multipurpose facility advisory commissions authority shall include, but not be limited to, the study and recommendation to the city council on the following:

- (1) Develop a value statement and a mission statement for the commission. Review each statement annually and amend as so desired.
- (2) Serves as a conduit to the public to gain feedback on the effectiveness of the facility and services provided. Holds at least one annual public hearing to receive community comments regarding the operation, use, and future development of the facility.
- (3) Develop ~~and provide a verbal~~ an annual report on the outcomes and activities of the facility to the city council.
- (4) The commission shall review facility rental rates annually and recommend a fee schedule for incorporation into the annual budget.
- (5) The commission shall recommend a budget that balances facility revenue and expenses. The budget will include projected revenue, expenses, transfers, and capital improvements. The budget shall be completed no later than November 1 of each year.
- (6) The commission shall annually provide a draft capital improvement plan to the city council that includes capital replacements, repairs, and additions. The plan shall project improvements over a rolling ten-year period. The capital plan shall be completed no later than September 1 of each year.
- (7) The commission shall review and recommend operational policies for the facility and review all policies at a minimum every two years.

(Ord. No. 24-14, 6-3-2024)

Sec. 2-254. Meetings.

The commission shall meet regularly ~~at least three times each calendar year~~ at such time and place as established per their bylaws. The sitting council member ~~and the designee from ISD #728 are~~ is excluded from holding chair or vice chair positions.

(Ord. No. 24-14, 6-3-2024)

Sec. 2-254. Reports.

Reports, conclusions, and recommendations shall be made to the city council throughout the year as needed. An annual meeting shall be held with the city council to review commission vision, goals, tasks, and accomplishments.

(Ord. No. 24-14, 6-3-2024)

Secs. 2-255—2-270. Reserved.



Request for Action

To
City Council

Item Number
10.2

Meeting Date
April 21, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Concord Street Lake Access

Reviewed by
Cal Portner
Tina Allard

Action Requested

Provide staff with direction regarding the use and improvement of the right-of-way providing access to Lake Orono.

Background/Discussion

The Westwood Subdivision was recorded in 1994 and included a right-of-way that runs into Lake Orono, providing access opportunities for the public. The right-of-way has not been improved since platting, and has been mown by the adjacent property to the south. The adjacent property owner also entered into a license agreement (attached) with the city for a shed which encroaches onto the city property - the shed was not constructed by the current owner.

The community has expressed interest in improvements to the right-of-way to better facilitate access to the lake.

Financial Impact

None

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

1. Access Exhibit
2. Kuhl License Agreement - 2017

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75-00465-0001

75-00465-0470

1

75-00465-0620

Concord Street

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this 13th day of March, 2017, by and between the **CITY OF ELK RIVER, MINNESOTA**, a Minnesota municipal corporation ("Licensor") and Brian and Jesca Kuhl ("Licensee").

RECITALS

A. Licensor is the owner of those portions of the Western Avenue and Park Lane Avenue rights of way extending south from Island View Drive to Lake Orono, and the dedicated park between Western and Park Lane Avenues along the North Shore of Lake Orono (the "Property") located in the City of Elk River, County of Sherburne, State of Minnesota.

B. Licensee has requested Licensor to grant a license to Licensee to use that portion of the Property designated as the "License Area" on the attached Exhibit A for the limited purposes set forth in this Agreement.

C. The License Area is not presently needed by Licensor for public travel or park purposes, but Licensor requires 24 hours per day, 7 days per week access to the License Area.

D. Licensor agrees to grant to Licensee the right to use the License Area for limited purposes, upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the Recitals and the agreements contained herein, Licensor and Licensee agree as follows:

1. License. Licensor hereby grants to Licensee, subject to the terms and conditions of this Agreement, a non-exclusive license (the "License") to use the License Area.

2. No Interest in License Area. Licensee acknowledges and agrees that this Agreement does not grant Licensee any estate or other interest in the License Area or any part thereof, except the License expressly described therein.

3. Permitted Uses. The License Area may be used by Licensee solely for the purpose of: keeping an existing shed on the public right of way.

Under no circumstances, at any time, shall Licensee place any additional temporary or permanent structures on License Area, nor shall Licensee do any excavation or other improvements to the License Area without the prior written approval of Licensor. Licensor, its officers, employees and agents, shall have the right to enter the License Area at all times. Licensor does not warrant that the License Area is suitable for the purposes for which it is permitted to be used under this Agreement. Licensee assumes all risk with respect to activities within the License Area.

4. Limitation of Liability. Licensee acknowledges that its use of the License Area is subject to Licensor's right to access and use the License Area at any time for any public purpose. Licensee acknowledges that Licensor's use of the License Area may impact Licensee's use of the License Area and may result in damage to the License Area and/or property located in or on the

License Area. Licensor shall not be responsible or liable to Licensee for any loss or damage to Licensee or its property, or anyone claiming by or through Licensee, and Licensee assumes all risk of loss or damage to Licensee's property located in the License Area.

5. Maintenance. Licensee acknowledges that the License Area is in good order, condition and repair, and agrees that its use of the License Area will comply with all applicable laws, rules and regulations and that Licensee shall maintain the License Area in the condition reasonably required by Licensor, and not commit any nuisance or waste on the License Area.

6. Indemnity. Licensee shall defend, indemnify and save Licensor and its officers, employees, and agents harmless from and against all liabilities, losses, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, court costs and reasonable attorneys' fees) arising from or relating to the use, condition, occupancy or operation of the License Area or any part thereof by Licensee, or any failure on the part of Licensee to perform or comply with any terms of this Agreement, or any injury, death, disability or damage to any person or property occurring in or on the License Area in connection with Licensee's use of the License Area, or any act or omission by Licensee or its officers, employees, contractors or agents or anyone claiming by or through them. The foregoing indemnification does not apply to any liability, cause of action, expense or cost suffered or incurred by Licensor as a result of the gross negligence or willful misconduct of Licensor, its officers, employees, agents, contractors and attorneys.

7. Environmental Compliance. Licensee covenants, represents and warrants to Licensor: (i) that it will not use or permit the License Area to be used, whether directly or through contractors, agents or tenants, for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any Hazardous Materials as hereafter defined; (ii) that there have been no investigations or reports involving Licensee by any governmental authority which in any way pertain to Hazardous Materials relating to the License Area; and (iii) that its operations on the License Area will not violate any federal, state or local law, regulation, ordinance or requirement governing Hazardous Materials. Hazardous Materials are defined as any dangerous, toxic or hazardous pollutants, chemicals, waste, polychlorinated biphenyls, asbestos, formaldehyde, petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures thereof or substances as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., or the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901, et seq., or the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq., or the Minnesota Environmental Response and Liability Act, as amended, Minn. Stat. Ch. 115B, or any other federal, state or local environmental laws, statutes, regulations, requirements or ordinances.

8. Compliance with Laws. Licensee shall not commit or permit any act to be performed on the License Area or omission to occur ~~with~~ which will be in violation of any statute, regulation or ordinance of any governmental body or which will be in violation of any insurance policy carried on the License Area by Licensor.

which BK

9. Insurance. Licensee shall, at Licensee's sole cost and expense, maintain general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the License Area and shall name Licensors as an additional insured.

Licensee agrees that such policy or policies shall contain a waiver of subrogation clause as to Licensors. Licensee waives, releases and discharges Licensors from all claims or demands whatsoever which Licensee may have or acquire in the future arising out of damage to or destruction of the License Area.

10. Assignability. This Agreement, and the License herein granted, may not be assigned or transferred to any third party by Licensee without the prior written approval of Licensors and shall automatically terminate if any effort is made to assign it without written approval.

11. Termination. Licensors may terminate the License granted by this Agreement for any reason, in its sole discretion, upon 30 days' written notice from Licensors to Licensee. In addition, Licensors may terminate the License granted by this Agreement immediately upon notice to Licensee if Licensors determines, in its sole discretion, that it is necessary to do so. Licensee may terminate this Agreement at any time, upon written notice to Licensors. Licensee shall remove all of Licensee's property from the License Area and return the License Area to its existing condition by the effective date of a termination, or within 24 hours of notice of an immediate termination.

12. Miscellaneous Provisions.

a. Entire Agreement. This Agreement and the exhibits attached hereto embody the entire understanding between the parties and supersede all prior understandings and agreements related to the subject matter. This License cannot be amended, altered or modified, and no provisions can be waived, except by a written instrument executed by the party affected.

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:

Licensors:	Director of Parks and Recreation
	City of Elk River
	13065 Orono Parkway
	Elk River, MN 55330

Licensee: Brian and Jesca Kuhl
18890 Concord Street NW
Elk River, MN 55330

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 in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

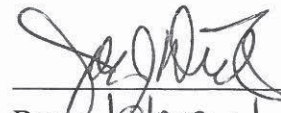
g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

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

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

LICENSOR:

CITY OF ELK RIVER


By: John J. Dietz
Its: Mayor


By: Tina Allard
Its: City Clerk

LICENSEE:

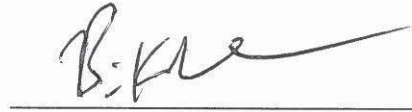
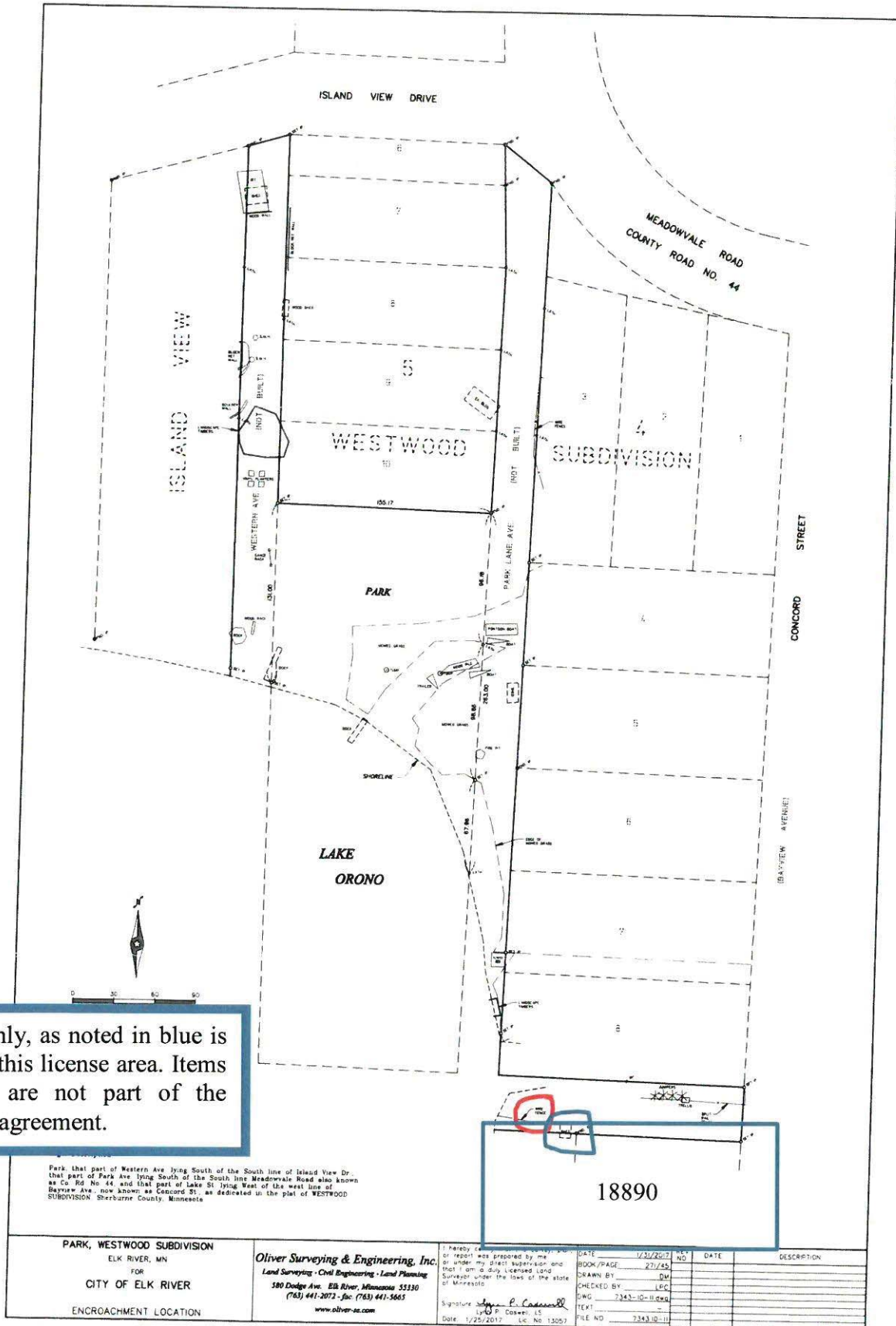



EXHIBIT A

Description of the License Area

(See next page)





Request for Action

To
City Council

Item Number
10.3

Meeting Date
April 21, 2025

Prepared By
Cal Portner, City Administrator

Item Description
Elk River High School Little Theater Status

Reviewed by
Cal Portner
Tina Allard

Action Requested
Receive information and discuss.

Background/Discussion

ISD #728 is discussing capital improvements at Elk River High School, including the status of the Little Theater.

In late 2001, the district asked the council to consider funding improvements to the Little Theater to keep it operating for public use. Following multiple council conversations, the council approved a contribution of \$563,000 in five installments over 48 months to the school district to keep the theater in operation with priorities for city-identified groups.

Records research has not found any documents showing the city took ownership or had any control beyond certain public uses.

This item is intended as a follow-up following ISD #728 School Board deliberations to date and an opportunity to provide staff direction.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
I. 04 || 25 History Little Theater

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



MEMORANDUM

TO: Mayor and Council

FROM: Pat Klaers, City Administrator

DATE: September 10, 2001

SUBJECT: Request for Funds by School District for Small Theatre

The School District Board has had a number of building improvement issues to address since the bond referendum was approved. In evaluating its priorities, the School Board has made the decision that the district did not have enough funds available to retain the little theatre. School district representatives are planning to request \$563,000 from the City Council in order to keep the little theatre in the senior high school. Attached for your information is an outline of the discussion points that the school representatives will be presenting to the City Council on September 10, 2001.

Also included within this packet is a letter from Operation ER's Center for Community Committee, which includes some comments on this issue.

As previously discussed with the City Council there are a number of municipal capital needs that must be addressed in the not too distant future. Most of these capital needs have been known for years; and the city has been planning the schedule and saving money for these capital projects. Even with this capital planning by the city, there are not enough funds available to do everything we want, when we think we need it, and to the size that would best address our needs. Attached for your information is some material from Ehlers and Associates from the June 11, 2001, capital improvement planning worksession that reviews some of our projects and revenue sources.

As with most everything facing the City Council and the School Board, the issue comes down to priorities. Everybody knows that this theatre could not be replaced for this amount of money. Nonetheless, the questions the Council must answer include: what are the community uses and benefits for preserving this facility... should the city be the only agency providing funds to save the theatre... is this school facility of a high enough priority that the city should move funds away from some city projects?



September 5, 2001

To the Elk River City Council

As you know, Operation ER's Center for Community Committee has been meeting over the last year to research and assess the space needs of our community. According to our findings, the area in which there is the greatest deficiency of space in our community is the arts: visual arts exhibit space, arts educational space for all ages, and performance and presentation space.

During the course of our monthly discussions, the subject of performance and presentation space has been raised. Representatives from the school district came to Operation ER to alert us that the community is in danger of losing an important asset, the senior high "little theater." At our recent meeting in August, the committee, after lengthy discussion, voted to recommend that the City of Elk River purchase the "little theatre" to secure performance and presentation space for Elk River. The rationale for this recommendation to purchase the little theatre included the following points:

- Providing space for arts performances and community presentations and gatherings is an appropriate expenditure of city funds.
- The school district is offering to guarantee community use of both the little theatre and the new auditorium if the purchase is made.
- This is an opportunity to obtain performance space for the Elk River community at an economical price. The little theater is a "buy" at \$532,000. Cost estimates to reproduce the exact same space have been cited at over \$2 million. There is no other space of its kind currently in our area.
- The little theatre has a value of over \$100,000 in newer lighting and sound technology that will be lost if the theater is destroyed.
- The newly constructed auditorium will be in high demand as the experience in the little theatre shows. Currently, the district scheduler frequently turns down applications for use of the little theatre. As our student population grows and the Zimmerman High School, the junior highs and the elementary schools utilize the senior high performance facilities, the scheduling problem will only become worse.
- The little theatre could maximize the use of the new auditorium by providing rehearsal time with its technology, and supplying a place that is adequate for programs drawing smaller audiences.
- Use of the auditorium for community venues would not infringe on student use. Opportunities to bring in productions such as The Guthrie Theatre, the St. Paul Chamber Orchestra or a national show would be greater if the little theatre was available for other uses that didn't require the large auditorium.
- Elk River's Community Theater died a few years ago in large part due to lack of performance and rehearsal space. It has begun again as the Three Rivers Community Theatre, and they need local performance space to grow and thrive.
- Stage performances in Elk River are historically well-attended and valued in the Elk River community.

Operation ER's Center for Community Committee also recommends that the issues of the performance space and the family/art center be considered as separate issues and not be done at the expense of the other.

This is an opportunity for the City of Elk River and our school district to collaborate to meet important needs of our children and, at the same time, our community at large. On behalf of the Operation ER committee, we encourage you to strongly consider the school district's proposal to save the little theatre.

Operation ER's Center for Community Committee

Don Heinzman
Don Heinzman, Chair

900 School Street
Elk River, Minnesota 55330
(763) 241-3434
Fax: (763) 241-3421



ELK RIVER AREA HIGH SCHOOL

INDEPENDENT
SCHOOL DISTRICT 728

September 6, 2001

TO: PAT KLAERS
FROM: JIM VOIGHT
RE: Information Concerning the "Little Theater" at the high school

- It would permit community groups to schedule either the new or the small theater allowing for more events.
- The only cost for Elk River community groups would be for security or cleanup after 11 p.m. or on weekends.
- Community groups would have priority scheduling.
- The replacement cost for another stage in Elk River comparable to the little theater would be at least \$2M.
- It would foster better partnerships between the city and the school district.
- The cost, \$565,000, could be spread over at least two years.
- If the theater is not saved, we will begin demolition of the room and construction of art rooms in its location.
- Although it would be desirable for the school to retain the little theater, it is not our highest priority. We feel that it is most valuable as a community resource.
- We need a decision as soon as possible since construction on the new art room needs to begin by the end of the month.
- The high school construction budget is under stress. There are no funds available to save the little theater out of district monies.
- We would remodel the small theater to include refurbished seating and new carpeting, out of district funds.
- Saving the theater may allow the community center to avoid building another stage or performance area.

JV:nb

parking lot expansion at the High School there was no need for the students to park at Lion's Park. Chief Zerwas requested Council authorization to post signs at Lion's Park that state "No Student Parking on School Days." Mayor Klinzing questioned if this type of verbage would be a discrimination issue. Discussion was held whether it would be best to enforce a 3-hour parking limit, issue permits, or to use signage to keep the students from parking there during the school hours. Councilmember Tveite indicated that he was opposed to posting a 3-hour limit because it would send a wrong impression to the city's park users. The City Administrator requested that staff be allowed to get input from the City Attorney prior to the Council making a decision on this issue.

COUNCILMEMBER TVEITE MOVED TO AUTHORIZE THE CHIEF OF POLICE TO LIMIT PARKING TO THREE HOURS AT LION'S PARK FOR ONE MONTH. COUNCILMEMBER DIETZ SECONDED THE MOTION. THE MOTION CARRIED 3-2. MAYOR KLINZING AND COUNCILMEMBER KUESTER VOTED NAY.

Chief Zerwas discussed the traffic issues at the end of the school day. He noted that a CSO is directing students from the parking lots and that a police officer, when available, would be stationed to stop students who fail to obey the CSO.

4.4. Request for Funds by School District for Small Theater

Dr. Allen Jenson and Principal Jim Voight addressed the Council regarding the little theater. Dr. Jenson that the proposal is being made as the School sees this as an opportunity to save this community space. He noted that the cost to save the theater is \$563,000 and that costs to replace the theater are cited to be over \$2 million. Dr. Jenson stated that the School wishes to provide the City with an Elk River Theater so that the City would have a facility to use on a first priority basis. He stated that there would be no rent or charges for use of the small theater up until 11 p.m., however, there would be a charge for the use of the new large theater. Dr. Jenson indicated that there would be some use of the little theater from the high school but it would not be a priority. Discussion was held regarding scheduling of the theater. Dr. Jenson indicated that the school and the city could work out the details of scheduling.

Councilmember Dietz discussed the limited timeframe to make the decision and funding options. Dr. Jenson apologized for the short amount of time in which to make this decision. As for the funding, he noted that he felt something could be worked out. Dr. Jenson stated that he is basically looking for a commitment from the Council at this time. Councilmember Dietz suggested that if the City pays for the theater, that the payment option include \$55,000 per year for ten years.

Councilmember Tveite indicated that \$563,000 is a lot of money. He noted that he does not see any partnership in the effort from the school or the community or arts. Councilmember Tveite stated that if the City goes ahead with the project, he would be agreeable to 10-year payments.

Councilmember Motin indicated his concern with the amount of money. He also questioned whether the small theater would be able to handle the demands of a growing student and city population.

The City Administrator questioned who would be responsible for the repair and maintenance of the small theater. Dr. Jenson indicated that the school would commit to maintenance, utilities, and custodial service costs for the small theater.

Councilmember Kuester discussed the issue of the need for the small theater versus the large theater by both the community and the students. She indicated that the small theater would not completely meet the needs of the arts community. She further stated that she did not like the concept of the small theater being a "city theater" as it should be available for students during the day and the large theater should be available for the community groups during the evenings or when it is not in use by the students. Principal Voight indicated that he envisions this type of a partnership between the school and the city. He noted that the City participating in the small theater guarantees access to other facilities.

Mayor Klinzing indicated that she sees this as an opportunity for the City to make an investment in the community.

Councilmember Motin indicated that he would like to be assured that the theater would provide a benefit to the City. He stated he is in favor of partnering with the school district in this endeavor because both the students and the community will use the theater.

Councilmember Dietz suggested that the Superintendent come back to the Council with funding options and agreement details. The City Administrator indicated that these issues could be discussed at the next Council meeting.

4.5. Approval of Special Legislation for On-Sale Liquor Licenses

The City Clerk informed the Council that special legislation under Senate File #1752 was recently adopted that increases the city's number of on-sale liquor licenses from 12 to 18.

COUNCILMEMBER DIETZ MOVED TO ADOPT RESOLUTION 01-63 APPROVING SENATE FILE 1752; LEGISLATION ALLOWING THE CITY OF ELK RIVER TO ISSUE SIX ADDITIONAL ON-SALE LIQUOR LICENSES. COUNCILMEMBER TVEITE SECONDED THE MOTION. THE MOTION CARRIED 5-0.

4.6. Consider Scott Powell Request Regarding Funding for 171st Avenue Traffic Signal

Terry Maurer discussed the issue of the 171st Avenue traffic signal including the city's and MnDOT's cost in relation to Scott Powell's cost for the signal. Terry discussed the city's past policy of paying for signals. He indicated that these issues have been reviewed on a cases-by-case basis.

Councilmember Dietz indicated that it has always been past practice to charge the developer for signal lights. He stated that it would be fair to other developers to not charge Mr. Powell for the signal light as it is Mr. Powell who is requiring the signal.

Mayor Klinzing indicated that the issue to consider is whether the other properties served by the signal should participate in the cost.

Councilmember Motin noted that this is a situation where Saxon and Napa get some ancillary benefit from the traffic light as it makes the intersection safer, but if the development were not going in, the City would not be closing down their entrance onto the

900 School Street
Elk River, Minnesota 55330
(763) 241-3434
Fax: (763) 241-3421



ELK RIVER AREA HIGH SCHOOL

**INDEPENDENT
SCHOOL DISTRICT 728**

September 17, 2001

TO: ELK RIVER CITY COUNCIL
FROM: ALAN JENSEN, JIM VOIGHT & JOHN BARTH
RE: SAVING LITTLE THEATER

FINANCING OPTIONS

Now	\$112,600
12 mos.	112,600
24 mos.	112,600
36 mos.	112,600
48 mos.	<u>112,600</u>
	\$563,000

CLARIFYING POINTS:

- No fees for little theater unless events go past 11 p.m. or on weekends
- Priority scheduling for city identified community groups.
- Access to new theater on a "make sense" basis, i.e. if a large city group i.e. play, concert needs that space then a school group can move to the small stage.
- Students would be able to use little theater during the day.
- If a group requests the large stage for an extended period, rental charges would be incurred for lights, theater maintenance, etc.
- If the large stage is used as a money making or for profit group, normal fees would be charged.

JV:nb

AVENUE CASE NO. EV 01-02 WITH THE CONDITION THAT THE CITY ENGINEER'S COMMENTS BE ADDRESSED. COUNCILMEMBER DIETZ SECONDED THE MOTION. THE MOTION CARRIED 5-0.

4.5. Consider School Small Theater Proposal

Principal Jim Voight provided a handout. City Administrator Pat Klaers stated that financing for remodeling the school theater would consist of five annual equal payments with no interest.

Mr. Voight commented on the notes in his handout and stated that the School Board would like students to have the use of the little theater during the day. He stated that city and community groups would have a priority for usage of the theater over other groups.

Councilmember Dietz stated his concern regarding who would get priority to use the theater space. He stated that he would like to see an agreement drawn up between the city and the school. He felt that the current fees for the gymnasium usage were too high and didn't want the theater usage fees to be set up the same way.

Councilmember Tveite stated that he would like to see a written agreement and felt that members of community groups should be brought into the process of how the agreement would be drawn up.

Councilmember Motin stated that he likes the idea of spreading the financing out over a period of five years and he believes the priority for usage of the theater space needs to be worked out into some type of agreement.

COUNCILMEMBER KUESTER MOVED TO APPROVE THE FINANCE PLAN WHEREAS OVER THE NEXT FIVE YEARS THE SCHOOL DISTRICT WILL RECEIVE \$112,600 FOR A TOTAL OF \$563,000 FOR PRESERVING THE SCHOOL SMALL THEATER. COUNCILMEMBER MOTIN SECONDED THE MOTION. THE MOTION CARRIED 5-0.

Elaine Anderson, 17804 Concord Court – Stated that the community theater rarely makes a profit and is glad to see this theater being remodeled and retained.

6.2. Request by Tiller Corporation for Amendment to Conditional Use Permit, Public Hearing – Case No. CU 01-33

Staff report submitted by Building and Zoning Administrator Steve Rohlf. Mr. Rohlf stated that Tiller Corporation is requesting to amend their conditional use permit to modify their reclamation plan. Mr. Rohlf stated that the city and the county would be realigning County Roads 33 and 77 and are coordinating the realignment with MnDOT's Highway 169/County Road 33 interchange project. Tiller Corporation would like to mine the area now in order to accommodate the proposed road realignment.

City Engineer Terry Maurer gave an update on the progress of MnDOT's project.

Mayor Klinzing opened the public hearing. There being no one to speak to this issue, Mayor Klinzing closed the public hearing.

COUNCILMEMBER KUESTER MOVED TO APPROVE THE AMENDMENT TO THE CONDITIONAL USE PERMIT TO TILLER CORPORATION TO

900 School Street
Elk River, Minnesota 55330
(763) 241-3434
Fax: (763) 241-3421
www.elkriver.k12.mn.us



ELK RIVER HIGH SCHOOL

INDEPENDENT
SCHOOL DISTRICT 728

May 4, 2006

Lori Johnson, City Administrator
Elk River City Hall
13065 Orono Pkwy
Elk River, MN 55330

MAY 11 2006

Dear Lori:

I am writing to confirm the arrangements as I understand them, that we have with the city regarding the use of the Little Theater and the monies that the city paid the school district to purchase the Little Theater.

As I remember the situation, the city graciously purchased the Little Theater from us for approximately \$560,000. The intent of the city and the school was that the money would be used to build the art room addition at Elk River High School. That addition has indeed been built and is fully functional. We truly appreciate the generosity of the City of Elk River. I believe that both of us benefit from the transaction.

The former superintendent of ISD 728 chose not to use the funds to build the art room and took the cost out of the building fund. The money stayed in our budget and was not used for any other purpose. After he left, the fund was discovered and reported to me.

I see this as a great benefit for both the Zabee and the Little Theater. The current administration has agreed that all the funds should be used for the improvement of the theaters. We feel that a key element to maintaining both theaters is to have a professional theater manager with technical experience. Without this position, the theater would deteriorate at an alarming rate. Our current superintendent suggested that we set up a "trust fund" of \$150,000 to pay for part of the theater manager's position for at least 15-20 years. The rest of the funds would come from rental income. The remainder of the \$560,000.00 would be used to make major improvements and maintain both theaters.

Technically, the money that the city paid us was not used for the art room, but it will actually be used in a manner to enhance and improve our theaters.

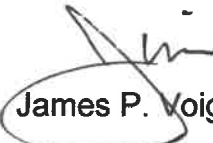
I have enclosed the agreement on how we will determine Little Theater use. I think you already have a copy of this, but it is our governing document regarding our usage of the theaters. I would like to emphasize that during our normal hours of operation, there will

be no changes made for community usage. The exception is if the group wants to use theatrical light or sound. There will be a charge made for sound or light board use and we will require the presence of a technical person unless the group demonstrates the appropriate expertise.

We have truly enjoyed excellent support from all city departments and appreciate your generous gift to our school. Please feel free to contact me if you have questions.

Sincerely,

ELK RIVER HIGH SCHOOL



James P. Voight, Principal

JV:nb

AMENDMENT TO 7/1/01 FACILITY USE POLICY & PROCEDURES

District #728 Facility Use Policy Theatre Use November 1, 2001

"Theatre", as referred to in this document, is the theatre that is located in "C Building" at the east end of Elk River Area Senior High School.

Priorities for Theatre Use:

Applications for the use of the Theatre will be processed and scheduled in the following order:

1. City of Elk River--any City function including meetings, forums, hearings, etc.
2. Elk River Community Theater for performances.
3. Elk River Arts Alliance/Arts Council for performances.
4. Elk River non-profit organizations for performances.
5. Elk River for-profit organizations for performances.
6. ISD #728 for any purpose.
7. Elk River non-profit organizations for non-performance purposes.
8. Non-Elk River non-profit organizations for performance purposes.
9. Elk River for-profit organizations for non-performance purposes.
10. Non-Elk River for-profit organizations for performance purposes
11. Non-Elk River for-profit organizations for non-performance purposes.

An Elk River Organization is one with its primary physical location being within the City's boundaries. For entities without set physical locations, an organization will be considered an Elk River Organization if it certifies that at least 60% of its membership is comprised of Elk River residents (subject to potential confirmation).

The term non-profit includes entities that are believed to qualify for income tax exempt status; whether or not such status has officially been granted by the IRS or State of Minnesota. It also includes religious organizations; however, the usage may not be for prayer or other worship purposes.

An annual scheduling meeting with ISD #728, City of Elk River, Elk River Community Theater, Elk River Arts Alliance/Arts Council and any other interested community groups will be arranged in April of each calendar year to review requested use of the theatre for the following school year (September-August). Priorities for use will follow the above outline with discussion among all groups about requirements and requests. A second scheduling meeting will be arranged in October of each calendar year to review the approved schedule requests for the current school year and to make any revisions as necessary.

Occasionally, activities planned by different groups may conflict and use of the Theatre may be denied. If conflict occurs, every effort will be made to find an alternate facility for the group that is denied access to the Theatre. Alternative space other than the theatre may be assigned at the discretion of the District #728 Facilities Coordinator dependent on the nature and attendance of planned activity.

How to Apply to Use Facilities:

See current "Facility Use Policy & Procedures" for instructions.

Liability:

See current "Facility Use Policy & Procedures" for information.

Cancellations:

See current "Facility Use Policy & Procedures" for instructions.

Rules & Guidelines for Use:

All rules & guidelines as itemized in the "Facility Use Policy & Procedures" apply to theatre use along with these additional guidelines:

- a. Additional areas required for events in the Theatre (i.e.: dressing rooms, etc.) will be assigned at the discretion of the District #728 Facilities Coordinator.
- b. Limitations of actual time in theatre for events will be based on guidelines set forth in the Theatre Usage Planning Template. Additional times requested for rehearsals, practices, etc. will be assigned to alternative spaces by the District #728 Facilities Coordinator.
- c. Groups must demonstrate expertise in use of technical equipment or District #728 Facilities Coordinator reserves the right to assign a technical operator to the event at the expense to the group.

Fee for Theatre Use:

- a. Rental rates may apply to groups and activities as listed in the categories below.
- b. Groups using facilities may be responsible for staff costs:
 - ▶ Custodial:
 - No charges for custodial coverage 6am-11pm Monday through Friday
 - Staff charges for custodial coverage on Saturdays/Sundays
 - ▶ Building Supervisors
 - Staff charges for building supervisors if scheduled
 - ▶ Technical Assistants
 - Staff charges for technical assistants when assigned by the School District
- c. Additional costs that may result from Theatre use such as the use of school district equipment, supplies, and energy. The reserves from these equipment/supply charges will be used to purchase replacement bulbs & supplies & maintain the light/sound systems.
- d. Groups and individuals are responsible for the repair and/or replacement of damage, theft or loss to the premises resulting from their use.

An estimate of actual costs for an event may be requested from the Facilities Coordinator.

Rental Fees:

1. City of Elk River--any City function including meetings, forums, hearings, etc.
These groups will not be charged rental fees.
2. Elk River Community Theater for performances.
These groups will not be charged rental fees.
3. Elk River Arts Alliance/Arts Council for performances.
These groups will not be charged rental fees.
4. Elk River non-profit organizations for performances.
These groups will not be charged rental fees.
5. Elk River for-profit organizations for performances.
These groups will be charged Category I rental fees.
6. ISD #728 for any purpose.
These groups will not be charged rental fees.
7. Elk River non-profit organizations for non-performance purposes.
These groups will not be charged rental fees.
8. Non-Elk River non-profit organizations for performance purposes.
These groups will be charged Category I rental fees.
9. Elk River for-profit organizations for non-performance purposes.
These groups will be charged Category II rental fees.
10. Non-Elk River for-profit organizations for performance purposes.
These groups will be charged Category II rental fees.
11. Non-Elk River for-profit organizations for non-performance purposes.
These groups will be charged Category II rental fees.



Request for Action

To
City Council

Item Number
10.4

Meeting Date
April 21, 2025

Prepared By
Cal Portner, City Administrator

Item Description
Sister City International Program

Reviewed by
Cal Portner
Tina Allard

Action Requested
Receive information and discuss.

Background/Discussion

Council Member Calva asked the Council to consider a sister city-type relationship. He has represented his church in a partnership with the Ukrainian city of Kryvyi Rih (kre-voy-rog).

Sister cities vary in commitment and goals. There is a formal international organization, Sister Cities International. You may find more here:

<https://sistercities.org/about-us/our-mission/our-history/>
https://en.wikipedia.org/wiki/Sister_Cities_International

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
10.5

Meeting Date
April 21, 2025

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Mississippi Road Trail Easement

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Continuing discussion surrounding easements needed for the Mississippi Road Trail Project.

Background/Discussion
Discussion will continue surrounding needed easements for the Mississippi Road Trail project and options for procuring said easements. The city attorney will be present to answer questions asked at the last discussion.

Financial Impact
N/A

Mission/Policy/Goal
Reflect the culture of citizens and what is important to the majority

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
13.1

Meeting Date
April 21, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
March Financial Reports

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 March, actual revenues (excluding property taxes and transfers-in) and expenditures should run about 25% of the annual budget. It is natural for some items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget is not overspent. Significant variances from the budget are highlighted below, accompanied by a general discussion of the variance.

General Fund

Revenues:

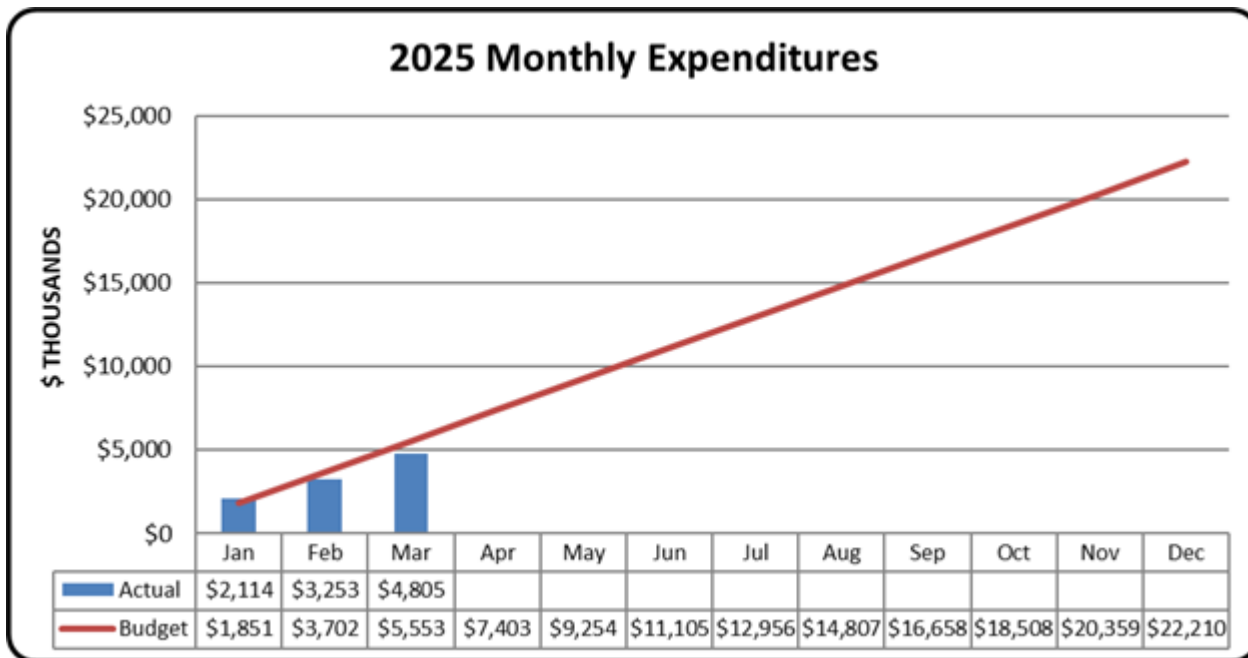
- Property taxes, our largest revenue source, are received in July and December.
- License and permit collections are 29% of budget estimates, consisting primarily of building-related permits and liquor licenses.
- Charges for services are about 38% of estimates, with plan check fees and recreation fees making up the majority of collections.
- Transfers-in consist of ERMU's 4% February monthly electric revenues. The remaining transfers-in will be recorded mid-year.

Expenditures:

The Elk River Vision

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

- Total departmental expenditures are about 22% of budget. Most departments are within or below budget estimates.
- The second quarter premiums for Workers' Comp and property/liability insurance are reflected in the departmental expenditures for March.



FTCenter

Through the end of March, revenues of \$446,075 exceed expenditures of \$390,325 by \$55,750. The majority of March collections consist of ice rent and concessions, while expenditures are primarily attributable to personal services.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

I. 03-2025 Financial Reports

General Fund

As of:

3/31/2025

25.00% OF YEAR COMPLETED

REVENUES**Budget****YTD Actual****% of budget****Budget Balance****Taxes**

101-3-0000-3111	Current Ad Valorem Taxes	15,626,050.00	(3,389.44)	-0.02%	15,629,439.44
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	2,722.46	0.00%	(2,722.46)
101-3-0000-3121	Gravel Tax	225,000.00	0.00	0.00%	225,000.00
101-3-0000-3131	Penalties/Interest	0.00	666.98	0.00%	(666.98)
Total Taxes		15,851,050.00	0.00	0.00%	15,851,050.00

Licenses & Permits

101-3-0000-3211	Liquor License	82,000.00	6,266.25	7.64%	75,733.75
101-3-0000-3212	THC License	5,000.00	400.00	8.00%	4,600.00
101-3-0000-3213	Cigarette License	4,000.00	150.00	3.75%	3,850.00
101-3-0000-3214	Rental License	65,000.00	10,030.00	15.43%	54,970.00
101-3-0000-3216	Mining License	26,000.00	0.00	0.00%	26,000.00
101-3-0000-3217	Garbage Hauler License	2,500.00	580.00	23.20%	1,920.00
101-3-0000-3218	Other Business License/Permit	16,000.00	4,220.00	26.38%	11,780.00
101-3-0000-3229	NPDES Permit	23,000.00	4,900.00	21.30%	18,100.00
101-3-0000-3231	Building Permit	550,000.00	187,531.70	34.10%	362,468.30
101-3-0000-3232	Plumbing/Heating Permit	175,000.00	62,507.28	35.72%	112,492.72
101-3-0000-3233	Permit Surcharge	700.00	6,627.22	946.75%	(5,927.22)
101-3-0000-3235	Animal License	0.00	225.00	0.00%	(225.00)
101-3-0000-3237	Other Non-Business Lic/Permit	25,000.00	2,550.00	10.20%	22,450.00
Total Licenses & Permits		974,200.00	285,987.45	29.36%	688,212.55

Intergovernmental Revenue

101-3-0000-3322	MV Credit	6,000.00	0.00	0.00%	6,000.00
101-3-0000-3323	Fire State Aid	275,000.00	0.00	0.00%	275,000.00
101-3-0000-3325	Police 2% Aid	414,000.00	0.00	0.00%	414,000.00
101-3-0000-3326	Police Training Reimb	35,000.00	0.00	0.00%	35,000.00
101-3-0000-3329	State Crime Prevention Grant	48,000.00	1,635.92	3.41%	46,364.08
101-3-0000-3330	Other State Grants	0.00	12,013.00	0.00%	(12,013.00)
Total Intergovernmental Revenue		778,000.00	13,648.92	1.75%	764,351.08

Charges for Services

101-3-0000-3412	Planning & Zoning Fees	25,000.00	8,455.00	33.82%	16,545.00
101-3-0000-3413	Plan Check Fee	230,000.00	83,731.91	36.41%	146,268.09
101-3-0000-3415	Special Assessment Search	500.00	60.00	12.00%	440.00
101-3-0000-3417	Copies	1,500.00	310.39	20.69%	1,189.61
101-3-0000-3430	Lockout Fees	3,500.00	440.00	12.57%	3,060.00
101-3-0000-3431	Police Services	46,000.00	80.00	0.17%	45,920.00
101-3-0000-3432	School Liaison	185,000.00	89,567.50	48.41%	95,432.50
101-3-0000-3434	Animal Impound Fee	500.00	250.00	50.00%	250.00
101-3-0000-3436	Fire Contracts	465,750.00	206,089.50	44.25%	259,660.50
101-3-0000-3437	Fire Services	3,000.00	0.00	0.00%	3,000.00
101-3-0000-3451	Street Services	35,000.00	1,747.50	4.99%	33,252.50
101-3-0000-3452	Engineering Services Reimb	20,000.00	0.00	0.00%	20,000.00
101-3-0000-3461	Recreation Fees	52,500.00	18,294.39	34.85%	34,205.61
101-3-0000-3462	Sr Center Activities	47,500.00	16,167.88	34.04%	31,332.12
101-3-0000-3463	Farmer's Market	15,000.00	19,651.00	131.01%	(4,651.00)
101-3-0000-3469	Elk RiverFest	20,000.00	3,140.00	15.70%	16,860.00
101-3-0000-3472	Park Use Fee	76,900.00	21,360.63	27.78%	55,539.37
101-3-0000-3483	Sewer Inspection Fee	15,000.00	1,715.00	11.43%	13,285.00

General Fund

As of:

3/31/2025**25.00% OF YEAR COMPLETED****REVENUES****Budget****YTD Actual****% of budget****Budget Balance**

101-3-0000-3484	Contractor License Check	1,200.00	265.00	22.08%	935.00
	Total Charges for Services	1,243,850.00	471,430.70	37.90%	772,419.30

Fines & Forfeits

101-3-0000-3510	Court Fines	155,000.00	25,378.21	16.37%	129,621.79
101-3-0000-3512	Ordinance Violations	0.00	0.00	0.00%	0.00
	Total Fines & Forfeits	155,000.00	25,378.21	16.37%	129,621.79

Other Revenue

101-3-0000-3621	Interest Income	175,000.00	0.00	0.00%	175,000.00
101-3-0000-3625	Refunds & Reimbursements	150,000.00	18,116.71	12.08%	131,883.29
101-3-0000-3626	Contributions	26,000.00	0.00	0.00%	26,000.00
101-3-0000-3629	Miscellaneous Revenue	10,000.00	2,289.55	22.90%	7,710.45
	Total Other Revenue	361,000.00	20,406.26	5.65%	340,593.74

Transfers In

101-3-0000-3921	Transfers	0.00	0.00	0.00%	0.00
101-3-0000-3926	Transfer-Capital Outlay Reserv	95,000.00	0.00	0.00%	95,000.00
101-3-0000-3942	Transfer-WWTS	180,000.00	0.00	0.00%	180,000.00
101-3-0000-3943	Transfer-Liquor	850,000.00	0.00	0.00%	850,000.00
101-3-0000-3944	Transfer-Garbage	60,000.00	0.00	0.00%	60,000.00
101-3-0000-3945	Transfer-Utilities	1,450,000.00	221,324.19	15.26%	1,228,675.81
101-3-0000-3946	Transfer-Stormwater	125,000.00	0.00	0.00%	125,000.00
101-3-0000-3948	Transfer-EDA	48,000.00	0.00	0.00%	48,000.00
101-3-0000-3949	Transfer-HRA	39,000.00	0.00	0.00%	39,000.00
	Total Transfers In	2,847,000.00	221,324.19	7.77%	2,625,675.81

TOTAL GENERAL FUND REVENUES**22,210,100.00****1,038,175.73****4.67%****21,171,924.27**

General Fund

As of:

3/31/2025

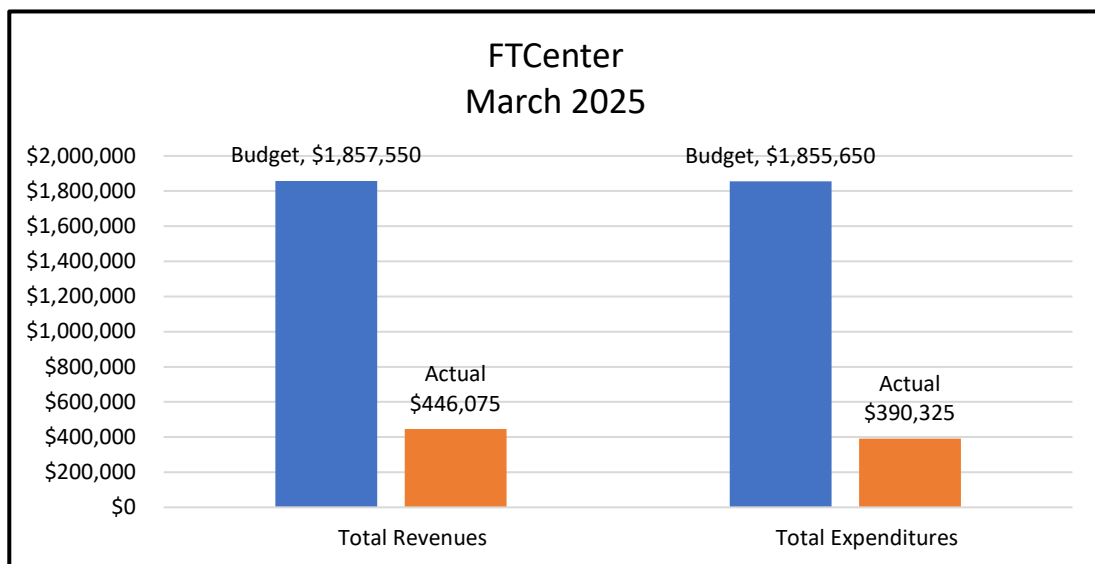
25.00% OF YEAR COMPLETED

EXPENDITURE SUMMARY

	Budget	YTD Actual	% of budget	Budget Balance
<u>General Government</u>				
City Council	233,000.00	73,223.91	31.43%	159,776.09
Communications	522,150.00	109,875.08	21.04%	412,274.92
Administrative Services	727,050.00	158,909.34	21.86%	568,140.66
Human Resources	456,150.00	99,697.09	21.86%	356,452.91
Elections	6,800.00	6,305.86	92.73%	494.14
Finance	850,250.00	187,318.56	22.03%	662,931.44
Information Technology	748,200.00	128,786.72	17.21%	619,413.28
Legal	300,000.00	44,352.98	14.78%	255,647.02
Community Development	0.00	7.27	0.00%	(7.27)
Planning	504,750.00	139,115.84	27.56%	365,634.16
Building Maintenance	1,151,350.00	245,625.60	21.33%	905,724.40
Total General Government	5,499,700.00	1,193,218.25	21.70%	4,306,481.75
<u>Public Safety</u>				
Police Administration	1,257,000.00	407,562.24	32.42%	849,437.76
Patrol	3,992,500.00	773,196.38	19.37%	3,219,303.62
Investigations	1,523,350.00	381,080.97	25.02%	1,142,269.03
Police Support Services	1,002,750.00	202,606.33	20.21%	800,143.67
Police Reserves	16,550.00	665.00	4.02%	15,885.00
Public Safety Building	236,150.00	42,826.28	18.14%	193,323.72
Fire Administration	1,405,400.00	279,154.43	19.86%	1,126,245.57
Fire Operations	658,900.00	151,291.40	22.96%	507,608.60
Emergency Management	32,150.00	1,792.31	5.57%	30,357.69
Building Safety	648,400.00	141,943.89	21.89%	506,456.11
Code Enforcement	132,900.00	29,146.76	21.93%	103,753.24
Environmental	57,800.00	11,105.21	19.21%	46,694.79
Total Public Safety	10,963,850.00	2,422,371.20	22.09%	8,541,478.80
<u>Public Works</u>				
Street Maintenance	1,778,350.00	310,263.22	17.45%	1,468,086.78
Snow Removal	380,650.00	221,054.79	58.07%	159,595.21
Equipment Services	428,700.00	85,714.08	19.99%	342,985.92
Engineering	382,100.00	80,805.91	21.15%	301,294.09
Total Public Works	2,969,800.00	697,838.00	23.50%	2,271,962.00
<u>Culture & Recreation</u>				
Parks Department	1,736,000.00	315,636.39	18.18%	1,420,363.61
Parks & Rec Admin	576,100.00	127,573.73	22.14%	448,526.27
Recreation Programs	146,550.00	22,025.50	15.03%	124,524.50
Farmers Market	61,850.00	8,643.96	13.98%	53,206.04
Sr Citizen Programs	216,050.00	45,955.79	21.27%	170,094.21
Total Culture & Recreation	2,736,550.00	519,835.37	19.00%	2,216,714.63
<u>Economic Development</u>				
Economic Development	0.00	29,437.52	0.00%	(29,437.52)
Energy City	40,200.00	0.00	0.00%	40,200.00
Total Economic Development	40,200.00	29,437.52	73.23%	10,762.48
TOTAL GENERAL FUND EXPENDITURES	22,210,100.00	4,862,700.34	21.89%	17,347,399.66
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(3,824,524.61)		3,824,524.61

**CITY OF ELK RIVER
FTCENTER - BUDGET TO ACTUAL
MONTH ENDED MARCH 31, 2025**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$861,000	\$137,645	15.99%
Admissions	6,000	12,488	208.13%
Dry Floor Events/Craft Shows	0	250	0.00%
Facility Rental	245,400	46,127	2.00%
Advertising/Naming Rights/Sponsorships	192,550	22,566	11.72%
Recreation fees (Skating/Hockey)	160,000	63,899	39.94%
Concessions/catering/vending	363,000	158,211	43.58%
Other Revenues (interest, etc.)	29,600	4,888	16.51%
Total Revenues	\$1,857,550	\$446,075	24.01%
Operating expenses:			
Personal services	\$930,900	\$227,564	24.45%
Supplies	197,550	60,342	30.55%
Other service charges	585,450	102,419	17.49%
Capital Outlay	141,750	0	0.00%
Total Expenditures	\$1,855,650	\$390,325	21.03%
Revenues over/(under) expenditures	\$1,900	\$55,750	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED MARCH 31, 2025

	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	\$ 8,640,000	\$ 1,837,714	21.27%									
Cost of sales	(6,235,750)	(1,134,036)	18.19%									
Gross profit	2,404,250	703,678	29.27%									
Operating revenues:												
User charges	-	-	-	\$ 2,745,000	\$ 482,308	17.57%	\$ 2,070,000	\$ 327,956	15.84%	\$ 675,000	\$ 113,446	16.81%
Delinquency collections	-	-	-	1,500	-	0.00%	-	-	-	-	-	-
Other	9,000	1,277	14.19%	195,000	13,837	7.10%	-	-	-	-	-	-
Total operating revenues	9,000	1,277	14.19%	2,941,500	496,144	16.87%	2,070,000	327,956	15.84%	675,000	113,446	16.81%
Operating expenses:												
Personal services	1,268,300	277,127	21.85%	901,300	197,890	21.96%	29,900	2,189	7.32%	-	-	-
Supplies	31,500	2,981	9.46%	334,900	33,601	10.03%	23,250	200	0.86%	1,000	-	0.00%
Other service charges	397,650	72,565	18.25%	1,007,950	170,538	16.92%	1,844,550	301,102	16.32%	302,950	3,598	1.19%
Depreciation *	70,000	-	0.00%	1,710,000	-	0.00%	-	-	-	500,000	-	0.00%
Total operating expenses	1,767,450	352,673	19.95%	3,954,150	402,029	10.17%	1,897,700	303,491	15.99%	803,950	3,598	0.45%
Operating income (loss)	645,800	352,283	54.55%	(1,012,650)	94,116	-9.29%	172,300	24,464	14.20%	(128,950)	109,848	-85.19%
Nonoperating revenues (expenses):												
Interest income	135,000	-	0.00%	135,000	-	0.00%	10,000	-	0.00%	30,000	-	0.00%
Interest expense/agent fees	-	-	-	(77,550)	(39,818)	51.34%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	135,000	-	0.00%	57,450	(39,818)	-69.31%	10,000	-	0.00%	30,000	-	0.00%
Income (loss) before contributions & transfers	780,800	352,283	45.12%	(955,200)	54,298	-5.68%	182,300	24,464	13.42%	(98,950)	109,848	-111.01%
Contributions - connection fees	-	-	-	1,000,000	459,846	45.98%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	-	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,100,000)	-	0.00%	(180,000)	-	0.00%	(60,000)	-	0.00%	(125,000)	-	0.00%
NET INCOME (LOSS)	(319,200)	352,283	-110.36%	(135,200)	514,144	-380.28%	122,300	24,464	20.00%	(223,950)	109,848	-49.05%
Items reclassified to balance sheet at year end:												
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	(343,000)	-	-	-	-	-	(150,000)	-	-
Bond Payment	-	-	-	(530,000)	(530,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(319,200)	352,283		(1,008,200)	(15,856)		122,300	24,464		(373,950)	109,848	

* Recorded at year-end



Request for Action

To
City Council

Item Number
13.2

Meeting Date
April 21, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
Investment Report - 1st quarter

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information Only

Background/Discussion

Introduction

The purpose of this report is to update the City Council on the status of the city's financial investments as of March 31, 2025.

Background

The investment policy complies with state statutes and generally follows the Government Finance Officers Association (GFOA) model.

The investment goals for the City of Elk River are passive due to the allowable investments permitted under state statutes. The city has four objectives for investing. In order of importance, they are: 1) safety of principal, 2) liquidity, 3) return on investment, and 4) maintaining public trust. This means we are focused on not losing the original investment, having sufficient funds on hand to meet ongoing operating cash needs, getting a market rate of return, and not purchasing speculative investments.

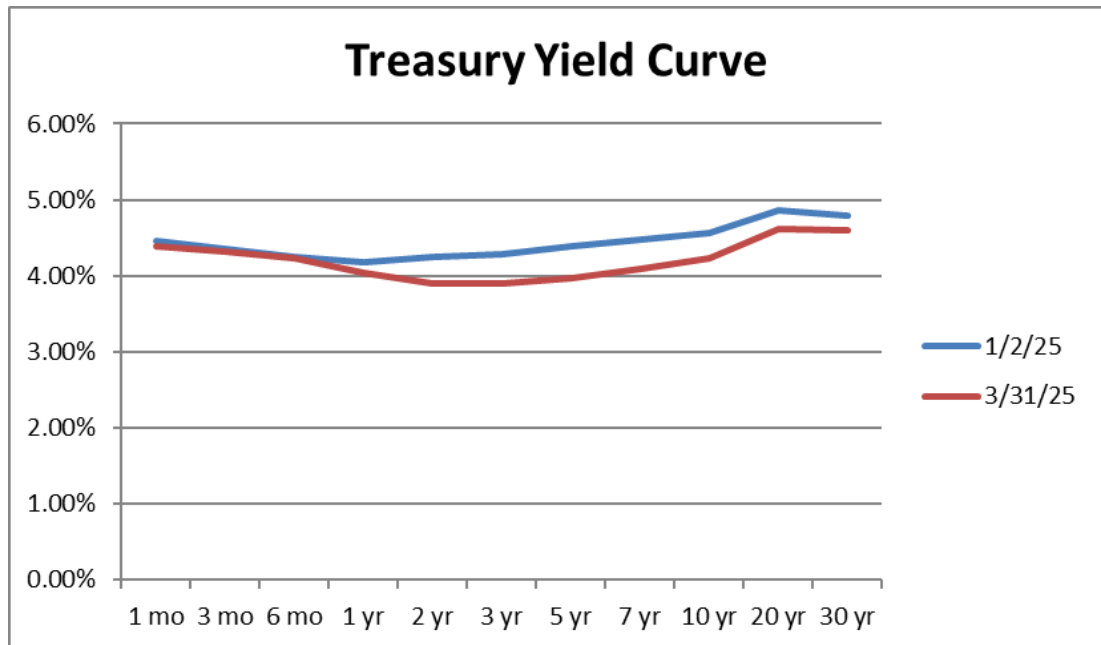
State statutes limit the city's ability to invest in many risky types of investments. The city is generally limited to federal and state government obligations or agencies backed by them, rated debt of local governments, short-term highly rated commercial paper, certificates of deposit, and money market accounts (with collateralization if more than FDIC insurance amounts).

The city intends to hold investments until maturity, which means we will get the rate of return at which we invest our funds. The finance staff ensures the city is sufficiently liquid by continually updating our forecast on the anticipated cash flow needs over the next five-year period. We anticipate two large tax settlements each year, along with the regularly scheduled debt service payments. We also build in a reserve balance maintained in money market accounts in case of unexpected expenditures.

The Elk River Vision

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





Cities generally use a short-horizon benchmark such as the two-year Treasury Bill or some similar measure. As of 3/31/25, the two-year T-bill was at 3.89%, down from 4.25% on 1/2/25. Our current portfolio yield is roughly 4.39%.

Our primary reserve account is our 4M Fund, which is a money market account where many cities pool their funds. It currently yields 4.289% with daily withdrawal privileges. It is important that the city maintains a strong diversified portfolio, prioritizing safety, liquidity, and flexibility in this market environment.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

- I. 03-2025 Investment summary



Bond Summary

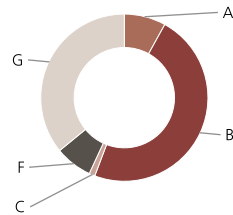
as of March 31, 2025

Bond Overview

Total quantity	50,403,000
Total market value	\$47,995,050.57
Total accrued interest	\$249,520.96
Total market value plus accrued interest	\$48,244,571.53
Total estimated annual bond interest	\$1,525,355.52
Average coupon	3.14%
Average current yield	3.18%
Average yield to maturity	4.39%
Average yield to worst	4.39%
Average modified duration	2.87
Average effective maturity	3.90

Credit Quality of Bond Holdings

Effective credit rating	Issues	Value on 03/31/2025 (\$)	% of port.
A Aaa/AAA/AAA	10	3,880,926.37	8.04
B Aa/AA/AA	52	23,020,628.31	47.67
C A/A/A	2	550,946.33	1.14
D Baa/BBB/BBB	0	0.00	0.00
E Non-investment grade	0	0.00	0.00
F Certificate of deposit	15	3,470,923.59	7.19
G Not rated	23	17,321,146.93	35.95
Total	102	\$48,244,571.53	100%

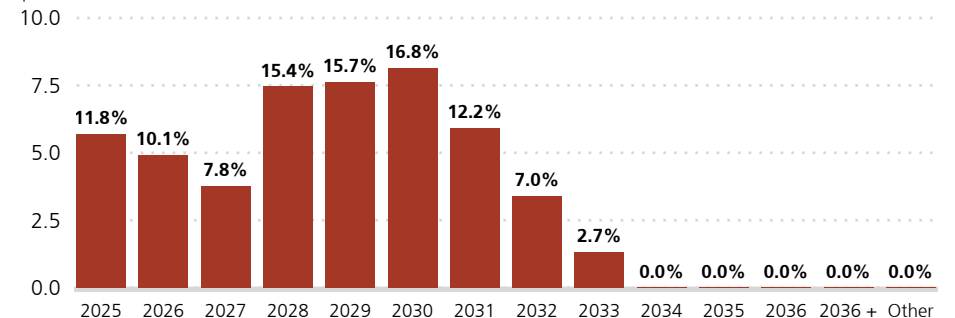


Investment Type Allocation

Investment type	Taxable (\$)	Tax-exempt / deferred (\$)	Total (\$)	% of bond port.
Asset/Mortgage	17,306,212.43	0.00	17,306,212.43	35.87
Certificates of deposit	3,470,923.59	0.00	3,470,923.59	7.19
Municipals	26,964,105.51	0.00	26,964,105.51	55.89
U.S. federal agencies	503,330.00	0.00	503,330.00	1.04
Total	\$48,244,571.53	\$0.00	\$48,244,571.53	100%

Bond Maturity Schedule

\$ Millions



Effective maturity schedule

Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.