



City Council

Regular Meeting & Work Session Agenda

Monday, April 1, 2024
6:30 PM
Elk River City Hall

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

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 Check Register

4.2 Trail Closure Ordinance

4.3 Parks and Recreation Commission Appointment

4.4 Hire Street Maintenance Operator

4.5 Toward Zero Death Grant Acceptance

4.6 License Renewal and Amendment: Waste Management

4.7 2024 Yard Waste Agreement

4.8 2023 Street Improvements - Change Order 3

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

7. PUBLIC HEARINGS

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

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 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

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

11.1 Policy: Tax Increment Financing for Housing

11.2 Tax Increment Financing Reimbursement: Main Street & Gates Avenue

11.3 Direction on Affordable Housing

12. MOTION TO ADJOURN

The Elk River Vision

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





Request for Action

To
City Council

Item Number
4.1

Meeting Date
April 1, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by:

Lori Stich, Finance Manager	3/28/2024
Joe Stremcha, Business Services Director/Assistant City Administrator	3/29/2024
Cal Portner, City Administrator	3/29/2024
Tina Allard, City Clerk	3/29/2024

Action Requested

Approve, by motion, the check register for the period ending April 1, 2024.

Background/Discussion

Shown below is a listing of the disbursements for the various funds for the period ending April 1, 2024. The details of these disbursements are attached to this request for action.

General	\$189,265.83
Special Revenue, Debt Service & Capital Projects	97,948.02
Enterprise	373,446.19
Escrows	1,252.00
Total for All Funds	\$661,912.04

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission Statement

Attachments
I. 4.1 at Check Register

The Elk River Vision

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

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
3M	SIGN SUPPLIES	GENERAL FUND	Street Maintenance	<u>328.50</u>
			TOTAL:	328.50
PAID ELECTRIC CORPORATION	ELECTRICAL SVCS	GENERAL FUND	Building Maintenance	<u>219.50</u>
			TOTAL:	219.50
AMAZON CAPITAL SERVICES	SUPPLIES CREDIT	GENERAL FUND	Information Technology	39.99-
	SUPPLIES	GENERAL FUND	Information Technology	53.97
	SUPPLIES	GENERAL FUND	Information Technology	253.70
	SUPPLIES	GENERAL FUND	Information Technology	283.80
	SUPPLIES	GENERAL FUND	Information Technology	39.99
	SUPPLIES	GENERAL FUND	Information Technology	147.77
	SUPPLIES	GENERAL FUND	Information Technology	34.93
	SUPPLIES	GENERAL FUND	Information Technology	6.99
	SUPPLIES	GENERAL FUND	Information Technology	289.99
	SUPPLIES	GENERAL FUND	Building Maintenance	129.90
	SUPPLIES	GENERAL FUND	Police Administration	82.40
	SUPPLIES	GENERAL FUND	Patrol	103.99
	SUPPLIES	GENERAL FUND	Street Maintenance	13.80
	SUPPLIES	GENERAL FUND	Parks Dept	339.98
	SUPPLIES	GENERAL FUND	Recreation Programs	70.00
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	112.96
	SUPPLIES	INSURANCE RESERVE	Health & Safety	42.16
	SUPPLIES	TECHNOLOGY REPLACE	Information Technology	279.98
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	14.99
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	11.79
	SUPPLIES	LIQUOR	Northbound-Operations	9.99
	SUPPLIES	GARBAGE	Organics	83.97
	SUPPLIES-COMPOST TRASH BAG	GARBAGE	Organics	<u>128.41</u>
			TOTAL:	2,495.47
ANDY'S ELECTRIC INC	ELECTRICAL SVCS	MULTIPURPOSE FACIL	Multipurpose Facility	<u>596.00</u>
			TOTAL:	596.00
ANOKA CO HISTORICAL SOCIETY	RUM RUNNERS PROGRAM 3/25	GENERAL FUND	Sr Citizen Programs	<u>150.00</u>
			TOTAL:	150.00
ARTISAN BEER COMPANY	BEER	LIQUOR	Northbound-Cost of Sal	67.70
	BEER	LIQUOR	Northbound-Cost of Sal	193.80
	BEER	LIQUOR	Westbound-Cost of Sale	216.95
	BEER	LIQUOR	Westbound-Cost of Sale	<u>123.00</u>
			TOTAL:	601.45
ASPEN MILLS	UNIFORMS-CHRISTIE	GENERAL FUND	Patrol	<u>170.29</u>
			TOTAL:	170.29
BADGER SPORTING GOODS CO., INC.	SUPPLIES	GENERAL FUND	Recreation Programs	<u>381.90</u>
			TOTAL:	381.90
BELLBOY CORP BAR SUPPLY	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	58.25
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	2.83
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	62.10
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>6.31</u>
			TOTAL:	129.49
BELLBOY CORPORATION	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,284.50

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	16.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	973.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>11.55</u>
			TOTAL:	2,285.55
BENCO EQUIPMENT	SUPPLIES	GENERAL FUND	Equipment Services	<u>169.38</u>
			TOTAL:	169.38
BERNICK'S	POP/MISC	LIQUOR	Northbound-Cost of Sal	108.00
	BEER	LIQUOR	Northbound-Cost of Sal	3,884.90
	POP/MISC	LIQUOR	Northbound-Cost of Sal	255.92
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	162.00
	BEER	LIQUOR	Northbound-Cost of Sal	2,333.15
	POP/MISC	LIQUOR	Westbound-Cost of Sale	48.00
	BEER	LIQUOR	Westbound-Cost of Sale	526.10
	POP/MISC	LIQUOR	Westbound-Cost of Sale	53.68
	BEER	LIQUOR	Westbound-Cost of Sale	1,854.90
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>60.00</u>
			TOTAL:	9,166.65
BLACKHAWK PEST CONTROL, LLC	PEST CONTROL-FTCENTER	MULTIPURPOSE FACIL	Multipurpose Facility	<u>125.00</u>
			TOTAL:	125.00
BLAINE LOCK & SAFE, INC	REKEY LOCKS	GENERAL FUND	Parks Dept	<u>5,714.00</u>
			TOTAL:	5,714.00
BOARD OF WATER & SOIL RESOURCES	WITHDRAW/STEWARD CK-MEGA L PARK DEDICATION FU	Mega Loop Trail Imprv		<u>458.80</u>
			TOTAL:	458.80
BREMMICK LLC	BEER	LIQUOR	Northbound-Cost of Sal	<u>275.00</u>
			TOTAL:	275.00
BREAKTHRU BEVERAGE MINNESOTA	LIQUOR	LIQUOR	Northbound-Cost of Sal	639.72
	WINE	LIQUOR	Northbound-Cost of Sal	232.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	202.50
	POP/MISC	LIQUOR	Northbound-Cost of Sal	54.11
	WINE	LIQUOR	Northbound-Cost of Sal	183.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	120.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	6,943.35
	POP/MISC	LIQUOR	Westbound-Cost of Sale	124.01
	LIQUOR	LIQUOR	Westbound-Cost of Sale	7,246.85
	LIQUOR	LIQUOR	Westbound-Cost of Sale	<u>998.05</u>
			TOTAL:	16,743.59
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	116.50-
	LIQUOR	LIQUOR	Northbound-Cost of Sal	117.00
	BEER	LIQUOR	Northbound-Cost of Sal	10,132.55
	BEER	LIQUOR	Northbound-Cost of Sal	1,974.90
	BEER	LIQUOR	Northbound-Cost of Sal	8,214.55
	LIQUOR	LIQUOR	Northbound-Cost of Sal	450.00
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	900.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,559.10
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	12.80-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	10.65-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	9.42-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	22.60-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	134.40-
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	<u>19.50-</u>
			TOTAL:	23,022.23
C & L DISTRIBUTING CO	BEER	LIQUOR	Westbound-Cost of Sale	5,866.15
	LIQUOR	LIQUOR	Westbound-Cost of Sale	195.00
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	41.60-
	BEER	LIQUOR	Westbound-Cost of Sale	3,424.65
	BEER	LIQUOR	Westbound-Cost of Sale	1,907.15
	BEER	LIQUOR	Westbound-Cost of Sale	621.00
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	900.00
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>60.73-</u>
			TOTAL:	12,811.62
CAMPBELL KNUTSON P.A.	FEB LEGAL SVCS	GENERAL FUND	Legal	6,572.65
	FEB LEGAL SVCS	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>252.00</u>
			TOTAL:	6,824.65
CENTRAL HYDRAULICS	PARTS	GENERAL FUND	Street Maintenance	<u>1,314.43</u>
			TOTAL:	1,314.43
CHARTER COMMUNICATIONS	PHONE LINE CHGS-FTCENTER	MULTIPURPOSE FACIL	Multipurpose Facility	319.19
	PHONE LINE CHGS-WW	WASTEWATER TREATME	WWTS Administration	<u>135.26</u>
			TOTAL:	454.45
CHRONICLES IN HEALTH	HEALTHY EATING ON A BUDGET	GENERAL FUND	Sr Citizen Programs	<u>50.00</u>
			TOTAL:	50.00
KIPP - STORES, LLC	K-9 SUPPLIES	GENERAL FUND	Patrol	<u>109.99</u>
			TOTAL:	109.99
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	145.38
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	156.41
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	77.66
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Northbound-Operations	74.11
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Westbound-Operations	47.87
	MATS, TOWELS, SCRAPERS, MO	LIQUOR	Westbound-Operations	<u>46.18</u>
			TOTAL:	547.61
CITY OF MONTICELLO	ANIMAL CONTROL CHARGES	GENERAL FUND	Police Support Service	<u>194.00</u>
			TOTAL:	194.00
SUSAN D COLLINS	INSTRUCTOR FEE	GENERAL FUND	Sr Citizen Programs	<u>160.00</u>
			TOTAL:	160.00
COMMISSIONER OF TRANSPORTATION	SIGNS-PLANTS & THINGS REC	GRE RESERVE	General	7,290.00
	SIGNS-FURNITURE & THINGS C	GRE RESERVE	General	<u>4,229.00</u>
			TOTAL:	11,519.00
CORE & MAIN LP	SUPPLIES	GENERAL FUND	Parks Dept	<u>195.64</u>
			TOTAL:	195.64
CORNERSTONE CHEVROLET	PARTS	GENERAL FUND	Fire Operations	71.56
	PARTS	GENERAL FUND	Fire Operations	<u>79.44</u>
			TOTAL:	151.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TYLER CARRIER	REIMB TRAVEL EXP 2/27-3/1	GENERAL FUND	Patrol	<u>276.50</u>
			TOTAL:	276.50
CUB FOODS	SUPPLIES-REGION & CHIEFS M	GENERAL FUND	Police Administration	<u>18.98</u>
			TOTAL:	18.98
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Building Maintenance	22.53
	SUPPLIES	GENERAL FUND	Public safety building	356.02
	SUPPLIES	GENERAL FUND	Public safety building	53.68
	SUPPLIES	GENERAL FUND	Fire Administration	119.48
	SUPPLIES	GENERAL FUND	Fire Administration	164.54
	SUPPLIES	GENERAL FUND	Street Maintenance	3,749.88
	SUPPLIES	GENERAL FUND	Street Maintenance	246.81
	SUPPLIES	GENERAL FUND	Street Maintenance	175.34
	SUPPLIES	GENERAL FUND	Street Maintenance	2,106.23
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	84.46
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>446.02</u>
			TOTAL:	7,524.99
DAHLHEIMER BEVERAGE, LLC	BEER SAMPLE	LIQUOR	Northbound-Cost of Sal	0.01
	BEER	LIQUOR	Northbound-Cost of Sal	4,841.65
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	258.00
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	376.60-
	BEER	LIQUOR	Northbound-Cost of Sal	12,013.75
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	107.25-
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	160.00
	BEER	LIQUOR	Northbound-Cost of Sal	5,487.85
	BEER	LIQUOR	Northbound-Cost of Sal	8,918.05
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	160.00
	BEER	LIQUOR	Northbound-Cost of Sal	<u>168.70</u>
			TOTAL:	31,524.16
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Westbound-Cost of Sale	2,332.25
	BEER SAMPLE	LIQUOR	Westbound-Cost of Sale	0.01
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	1.60-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	438.90-
	BEER	LIQUOR	Westbound-Cost of Sale	9,951.20
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	187.80-
	BEER	LIQUOR	Westbound-Cost of Sale	3,215.75
	BEER	LIQUOR	Westbound-Cost of Sale	<u>7,122.08</u>
			TOTAL:	21,992.99
DALCO	SHIPPING & HANDLING	GENERAL FUND	Public safety building	<u>29.00</u>
			TOTAL:	29.00
JOHN DIETZ	REIMB TRAVEL & MTG EXP	GENERAL FUND	City Council	57.62
	REIMB TRAVEL & MTG EXP	GENERAL FUND	City Council	<u>6.47</u>
			TOTAL:	64.09
DORSEY & WHITNEY LLP	LEGAL SVCS	WASTEWATER TREATME	WWTS Administration	<u>5,137.50</u>
			TOTAL:	5,137.50
E C M PUBLISHERS INC	BOARD OF APPEAL & EQUAL	GENERAL FUND	City Council	86.00
	NOTICE OF PH/PO# V 24-01	GENERAL FUND	Planning	129.00
	NOTICE OF PH/OA 24-01	GENERAL FUND	Planning	111.80
	BUSINESS CARDS-J HOPPS	GENERAL FUND	Police Administration	37.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	363.80
SHANNON GILBERTSON	PLAQUE-P MILLESS RETIREMEN	GENERAL FUND	Street Maintenance	93.20
			TOTAL:	93.20
ELK RIVER AREA CHAMBER OF COM	ADVERTISING-ELK RIVERFEST	GENERAL FUND	City Council	50.00
			TOTAL:	50.00
ELK RIVER FIRE RELIEF ASSOC	FIRE SUPPLE BENEFIT REIMB	GENERAL FUND	Fire Administration	3,000.00
			TOTAL:	3,000.00
ELK RIVER MUNICIPAL UTILITIES	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Building Maintenance	2,715.69
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Public safety building	6,361.96
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Public safety building	64.38
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Public safety building	64.38
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Fire Administration	767.79
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Emergency Management	77.20
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Emergency Management	290.31
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Street Maintenance	57.00
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Street Maintenance	32.65
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Street Maintenance	3,300.52
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	1,166.98
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	285.56
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	34.76
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	462.80
	WATER/ELECTRIC/SWR/STMWTR	GENERAL FUND	Parks Dept	34.41
	WATER/ELECTRIC/SWR/STMWTR	LIBRARY	Library	2,669.30
	WATER/ELECTRIC/SWR/STMWTR	MULTIPURPOSE FACIL	Multipurpose Facility	23,781.47
	WATER/ELECTRIC/SWR/STMWTR	WASTEWATER TREATME	WWTS Plant	14,801.29
	WATER/ELECTRIC/SWR/STMWTR	WASTEWATER TREATME	Lift Stations	3,492.91
	WATER/ELECTRIC/SWR/STMWTR	WASTEWATER TREATME	Lift Stations	1,049.75
	WATER/ELECTRIC/SWR/STMWTR	LIQUOR	Westbound-Operations	1,591.29
			TOTAL:	63,102.40
ELK RIVER WINLECTRIC	SUPPLIES	GENERAL FUND	Building Maintenance	27.92
			TOTAL:	27.92
EMMANUEL CHRISTIAN CENTER	POLLING LOCATION RENT 3/5	GENERAL FUND	Elections	200.00
			TOTAL:	200.00
FERGUSON ENTERPRISES LLC #1657	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	530.80
			TOTAL:	530.80
SUZANNE FISCHER	REIMB CELL PHONE JAN-FEB	GENERAL FUND	Environmental	60.00
	REIMB CELL PHONE MAR	GENERAL FUND	Environmental	30.00
			TOTAL:	90.00
FLEETPRIDE	PARTS	GENERAL FUND	Equipment Services	18.97
			TOTAL:	18.97
GILLETTE SIGNWORKS LLC	NAME PLATES-STEWART & VART	GENERAL FUND	City Council	51.00
			TOTAL:	51.00
GRAINGER	SUPPLIES	LIBRARY	Library	354.18
			TOTAL:	354.18

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
GRANITE CITY JOBBING CO	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	705.76
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	96.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	5.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	1,034.17
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	276.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	5.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	37.29
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	81.76
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	701.53
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/FREIGHT LIQUOR		Westbound-Cost of Sale	870.64
	POP/MISC/FREIGHT LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Operations	<u>17.25</u>
			TOTAL:	3,840.40
SUPERIOR CAPITAL HOLDINGS DBA DSC COMM	SUPPLIES	GENERAL FUND	Fire Operations	<u>477.52</u>
			TOTAL:	477.52
GUARDIAN FLEET SAFETY LLC	GEAR CABINETS	GENERAL FUND	Fire Operations	13,407.52
	VEHICLE REPAIRS 623	INSURANCE RESERVE	General	<u>835.00</u>
			TOTAL:	14,242.52
HAKANSON ANDERSON ASSOC INC	BUSINESS CENTER DR EXT	DEVELOPMENT FUND	Economic Development	<u>3,843.12</u>
			TOTAL:	3,843.12
HAWKINS & BAUMGARTNER, P.A.	FEB PROSECUTION SVCS	GENERAL FUND	Legal	<u>18,598.01</u>
			TOTAL:	18,598.01
HAWKINS, INC.	SUPPLIES	WASTEWATER TREATME	WWTS Plant	1,449.38
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>20.00</u>
			TOTAL:	1,469.38
KEVIN J HELDT	REIMB TRAVEL EXP	GENERAL FUND	Patrol	143.38
	REIMB TRAVEL EXP	GENERAL FUND	Patrol	237.30
	REIMB TRAVEL EXP	GENERAL FUND	Patrol	<u>250.00</u>
			TOTAL:	630.68
HOISINGTON KOEGLER GROUP INC	PROF SVCS-ER PARK MASTER P	PARK IMPROVEMENT F	Parks	<u>2,250.00</u>
			TOTAL:	2,250.00
IDENTISYS	ID BADGE HOLDERS	GENERAL FUND	Human Resources	<u>455.85</u>
			TOTAL:	455.85
INK WIZARDS	UNIFORMS-BUTCH	GENERAL FUND	Building Maintenance	45.00
	UNIFORMS-C TEFF	GENERAL FUND	Street Maintenance	<u>90.00</u>
			TOTAL:	135.00
INSIGHT PUBLIC SECTOR	ADOBE SUBSCRIPTION	GENERAL FUND	Information Technology	56.12
	ADOBE SUBSCRIPTION	GENERAL FUND	Police Administration	56.12
	IPAD, KEYBOARD & CASE	TECHNOLOGY REPLACE	Information Technology	<u>1,105.36</u>
			TOTAL:	1,217.60
ISD 728-COMMUNITY EDUCATION	GYM RENTAL & BLDG SUPERVIS	GENERAL FUND	Recreation Programs	<u>152.00</u>
			TOTAL:	152.00
JOHNSON BROS LIQUOR	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,627.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	38.27
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,149.06
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	41.85
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	135.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,880.60
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	41.35
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	6,214.63
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	97.77
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	8,332.85
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	189.20
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	32.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,595.77
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	72.38
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,350.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	17.20
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,116.45
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	16.48
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,000.85
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	55.04
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,481.62
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	34.77
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	7,116.70
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	200.60
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	604.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	13.76
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	370.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	18.92
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,466.10
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	24.94
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	<u>8.49-</u>
			TOTAL:	47,330.86
KENNEDY & GRAVEN CHARTERED	LEGAL SERVICES-CITY	GENERAL FUND	Legal	<u>7,551.64</u>
			TOTAL:	7,551.64
ROBERT LARSON	REFUND APPLICATION & PERMI	GENERAL FUND	General Fund	400.00
	REFUND APPLICATION & PERMI	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>1,000.00</u>
			TOTAL:	1,400.00
STEVEN M WICKELGREN	COUNSELING & RETAINER FEE	GENERAL FUND	Police Administration	<u>610.00</u>
			TOTAL:	610.00
LOCATORS & SUPPLIES, INC	SUPPLIES	GENERAL FUND	Street Maintenance	2,107.55
	SUPPLIES	GENERAL FUND	Street Maintenance	84.40
	SUPPLIES	GENERAL FUND	Street Maintenance	<u>93.40</u>
			TOTAL:	2,285.35
MACQUEEN EQUIPMENT LLC	PARTS	GENERAL FUND	Street Maintenance	<u>1,054.63</u>
			TOTAL:	1,054.63
MACQUEEN EQUIPMENT, LLC	SUPPLIES	GENERAL FUND	Fire Administration	<u>180.12</u>
			TOTAL:	180.12
MARCO HOLDINGS LLC	HP PRINTHEAD	GENERAL FUND	Information Technology	456.67

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CISCO DUO ACCESS SUBSCRIPT	GENERAL FUND	Information Technology	348.00
	MICROSOFT 365, AZURE, EXCH	GENERAL FUND	Information Technology	<u>4,454.60</u>
			TOTAL:	5,259.27
MARTIN MARIETTA MATERIALS	SUPPLIES	GENERAL FUND	Street Maintenance	<u>250.00</u>
			TOTAL:	250.00
METRO PRODUCTS INC.	SUPPLIES	GENERAL FUND	Street Maintenance	198.81
	SUPPLIES	GENERAL FUND	Equipment Services	198.81
	SUPPLIES	GENERAL FUND	Parks Dept	<u>198.81</u>
			TOTAL:	596.43
MINNESOTA EQUIPMENT	PARTS	GENERAL FUND	Parks Dept	<u>630.41</u>
			TOTAL:	630.41
MN DEPT OF REVENUE	FEB PETROLEUM TAX	GENERAL FUND	Street Maintenance	298.27
	FEB PETROLEUM TAX	WASTEWATER TREATME	Lift Stations	<u>20.36</u>
			TOTAL:	318.63
MN DEPT. OF REVENUE	FEB SALES & USE TAX	GENERAL FUND	NON-DEPARTMENTAL	596.63
	FEB SALES & USE TAX	GENERAL FUND	General Fund	1.67
	FEB SALES & USE TAX	MULTIPURPOSE FACIL	NON-DEPARTMENTAL	4,417.81
	FEB SALES & USE TAX	LIQUOR	NON-DEPARTMENTAL	38,498.70
	FEB SALES & USE TAX	LIQUOR	NON-DEPARTMENTAL	21,464.26
	FEB SALES & USE TAX	LIQUOR	Northbound-Operations	13.15
	FEB SALES & USE TAX	LIQUOR	Northbound-Operations	13.53
	FEB SALES & USE TAX	LIQUOR	Northbound-Operations	23.50
	FEB SALES & USE TAX	LIQUOR	Westbound-Operations	54.74
	FEB SALES & USE TAX	LIQUOR	Westbound-Operations	12.51
	FEB SALES & USE TAX	LIQUOR	Westbound-Operations	<u>23.50</u>
			TOTAL:	65,120.00
MN MUNICIPAL UTILITIES ASSOC	SAFETY MGMT PROGRAM JAN-DE	GENERAL FUND	General Fund	24,191.60
	SAFETY MGMT PROGRAM JAN-DE	INSURANCE RESERVE	Health & Safety	<u>24,191.60</u>
			TOTAL:	48,383.20
SUSAN MONTAGUE	INSTRUCTOR FEE-MAR	GENERAL FUND	Sr Citizen Programs	<u>60.00</u>
			TOTAL:	60.00
MONTICELLO SENIOR CENTER	2024 TRAVELING POOL PLAQUE	GENERAL FUND	Sr Citizen Programs	<u>84.00</u>
			TOTAL:	84.00
MN VALLEY TESTING LAB INC	WATER TESTING	WASTEWATER TREATME	WWTS Plant	1,172.80
	WATER TESTING	WASTEWATER TREATME	WWTS Plant	<u>457.00</u>
			TOTAL:	1,629.80
N C S I	BACKGROUND CHECKS	MULTIPURPOSE FACIL	Hockey	<u>740.00</u>
			TOTAL:	740.00
NOXYGEN SERVICE CO, INC	PROPANE	GENERAL FUND	Equipment Services	<u>214.35</u>
			TOTAL:	214.35
PAUSTIS WINE COMPANY	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	556.75
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	111.00
	WINE/LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>15.00</u>
			TOTAL:	682.75

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
PERFECTION PLUS, INC.	CLEANING SVCS-TROTT BARN	GENERAL FUND	Parks & Rec Admin	<u>60.00</u>
			TOTAL:	60.00
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,216.46
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	30.97
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,480.05
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	68.80
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	28.05
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,236.80
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.94
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	782.95
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	25.80
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	213.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	940.88
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	17.20
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	351.25
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.88
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	92.05
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.44
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,062.40
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	43.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	355.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.88
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	52.75
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>3.44</u>
			TOTAL:	11,048.65
PREFERRED POWDER COATING	FRAMES & TUBES	GENERAL FUND	Parks Dept	<u>1,100.00</u>
			TOTAL:	1,100.00
QUALITY FLOW SYSTEMS INC	PARTIAL BILLING-CONTROL PA WASTEWATER TREATME	Lift Stations		<u>39,232.50</u>
			TOTAL:	39,232.50
QUICKSCORES LLC	WEBSITE SVCS-BREAKAWAY HOC MULTIPURPOSE FACIL	Hockey		<u>154.00</u>
			TOTAL:	154.00
RED BULL DISTRIBUTION COMPANY	RED BULL	LIQUOR	Westbound-Cost of Sale	<u>325.45</u>
			TOTAL:	325.45
JAMES T. & JUDITH A. REMINGTON	CREDIT PURCHASE-ER MEGA LO PARK DEDICATION FU	Mega Loop Trail Imprv		<u>18,000.00</u>
			TOTAL:	18,000.00
RIVER OF LIFE CHURCH	POLLING LOCATION RENT 3/5	GENERAL FUND	Elections	<u>200.00</u>
			TOTAL:	200.00
ROSENQUIST CONSTRUCTION INC.	REPAIR ROOF LEAK	GENERAL FUND	Street Maintenance	<u>530.00</u>
			TOTAL:	530.00
DAKOTA SCHAFER	REIMB TRAVEL EXP 2/27-3/1	GENERAL FUND	Patrol	<u>276.50</u>
			TOTAL:	276.50
SCHINDLER ELEVATOR CORP	ELEVATOR REPAIRS-NB	LIQUOR	Northbound-Operations	<u>2,056.04</u>
			TOTAL:	2,056.04

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	27.94
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	81.28
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	117.22
SHERBURNE CO AUDITOR\TREAS	2024 CERTIFIED SP ASSESSME	GENERAL FUND	General Fund	105.00
	2024 CERTIFIED SP ASSESSME	GENERAL FUND	General Fund	120.00
	2024 CERTIFIED SP ASSESSME	GENERAL FUND	General Fund	35.00
	2024 CERTIFIED SP ASSESSME	GENERAL FUND	General Fund	890.00
	2024 ASSESSING SVCS	GENERAL FUND	Finance	57,584.00
	2024 CERTIFIED SP ASSESSME	WASTEWATER TREATME	WWTS Administration	110.00
	2024 CERTIFIED SP ASSESSME	WASTEWATER TREATME	WWTS Administration	40.00
	2024 CERTIFIED SP ASSESSME	GARBAGE	Garbage	145.00
	2024 CERTIFIED SP ASSESSME	STORM WATER	Storm Water	<u>25.00</u>
			TOTAL:	59,054.00
SHERWIN-WILLIAMS	PAINT-LIBRARY	LIBRARY	Library	<u>21.98</u>
			TOTAL:	21.98
SOUTHERN GLAZER'S WINE & SPIRITS-MN	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	16,053.57
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	209.16
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2,692.16
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	40.00
	FREIGHT	LIQUOR	Northbound-Cost of Sal	37.50
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	7,074.01
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	82.71
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,034.41
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	22.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	4,562.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	64.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,931.96
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	16.64
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,046.36
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	15.36
	FREIGHT	LIQUOR	Westbound-Cost of Sale	19.20
	FREIGHT	LIQUOR	Westbound-Cost of Sale	1.28
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,723.20
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	44.16
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,331.46
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>24.32</u>
			TOTAL:	39,026.46
SPIKE'S	SUPPLIES	GENERAL FUND	Street Maintenance	163.45
	SUPPLIES	GENERAL FUND	Parks Dept	<u>96.44</u>
			TOTAL:	259.89
STEP SAVER INC	BULK SALT	GENERAL FUND	Public safety building	130.50
	BULK SALT	GENERAL FUND	Fire Administration	<u>60.00</u>
			TOTAL:	190.50
STREICHER'S	UNIFORMS-NIERENHAUSEN	GENERAL FUND	Police Administration	90.00
	UNIFORMS-GACKE	GENERAL FUND	Police Administration	48.00
	UNIFORMS-WELSH	GENERAL FUND	Patrol	679.94
	UNIFORMS-WINDELS	GENERAL FUND	Patrol	344.98
	SUPPLIES	GENERAL FUND	Patrol	388.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	SUPPLIES	GENERAL FUND	Patrol	<u>356.00</u>
			TOTAL:	1,906.92
SUMMIT COMPANIES	ANNUAL SPRINKLER INSP-FS 1	GENERAL FUND	Fire Administration	263.00
	ANNUAL SPRINKLER INSP-NB	LIQUOR	Northbound-Operations	<u>263.00</u>
			TOTAL:	526.00
SUNBELT RENTALS INC	CONCRETE PLANER RENTAL	GENERAL FUND	Street Maintenance	<u>319.10</u>
			TOTAL:	319.10
SYSCO MINNESOTA INC	POP/MISC	MULTIPURPOSE FACIL	Arena concessions	<u>915.27</u>
			TOTAL:	915.27
T-MOBILE	WIRELESS SVCS	GENERAL FUND	City Council	67.24
	WIRELESS SVCS	GENERAL FUND	Communications	34.52
	WIRELESS SVCS	GENERAL FUND	Information Technology	28.70
	WIRELESS SVCS	GENERAL FUND	Building Maintenance	108.50
	WIRELESS SVCS	GENERAL FUND	Building Maintenance	28.70
	WIRELESS SVCS	GENERAL FUND	Police Administration	114.80
	WIRELESS SVCS	GENERAL FUND	Fire Operations	143.50
	WIRELESS SVCS	GENERAL FUND	Building Safety	57.81
	WIRELESS SVCS	GENERAL FUND	Code Enforcement	24.66
	WIRELESS SVCS	GENERAL FUND	Code Enforcement	19.27
	WIRELESS SVCS	GENERAL FUND	Street Maintenance	123.30
	WIRELESS SVCS	GENERAL FUND	Equipment Services	24.66
	WIRELESS SVCS	GENERAL FUND	Engineering	19.27
	WIRELESS SVCS	GENERAL FUND	Parks Dept	59.18
	WIRELESS SVCS	GENERAL FUND	Parks & Rec Admin	73.98
	WIRELESS SVCS	GENERAL FUND	Parks & Rec Admin	28.70
	WIRELESS SVCS	GENERAL FUND	Parks & Rec Admin	76.67
	WIRELESS SVCS	GENERAL FUND	Sr Citizen Programs	24.66
	WIRELESS SVCS	MULTIPURPOSE FACIL	Multipurpose Facility	49.32
	WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	99.06
	WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	28.70
	WIRELESS SVCS	LIQUOR	Westbound-Operations	<u>28.70</u>
			TOTAL:	1,263.90
TAHO SPORTSWEAR, INC.	SHIPPING & HANDLING-REC	GENERAL FUND	Recreation Programs	<u>12.28</u>
			TOTAL:	12.28
UNITED METHODIST CHURCH	POLLING LOCATION RENT 3/5	GENERAL FUND	Elections	<u>200.00</u>
			TOTAL:	200.00
US AUTOFORCE	TIRES	GENERAL FUND	Equipment Services	<u>148.36</u>
			TOTAL:	148.36
VERIZON WIRELESS-VSAT	SMS CONTENT #24003351	GENERAL FUND	Investigations	<u>50.00</u>
			TOTAL:	50.00
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>672.80</u>
			TOTAL:	672.80
WASTE MANAGEMENT	MAR GARBAGE TIPPING FEES	GARBAGE	Garbage	<u>19,372.66</u>
			TOTAL:	19,372.66
WEBB & GERRITSEN MN LLC	POP/MISC	MULTIPURPOSE FACIL	Arena concessions	189.70

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	189.70
WESTSIDE WHOLESALE TIRE	PATCH TIRE	GENERAL FUND	Street Maintenance	56.89
	REPAIR TIRE	GENERAL FUND	Street Maintenance	<u>50.00</u>
			TOTAL:	106.89
WHITE CAP, LP	SUPPLIES	GENERAL FUND	Street Maintenance	<u>530.76</u>
			TOTAL:	530.76
WINE MERCHANTS	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	108.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	2.01
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	108.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>2.01</u>
			TOTAL:	220.02
JEREMY ROSS	PAINT PARTY-APPLE BLOSSOM	GENERAL FUND	Sr Citizen Programs	<u>315.00</u>
			TOTAL:	315.00

===== FUND TOTALS =====

101	GENERAL FUND	189,265.83
211	LIBRARY	3,045.46
221	MULTIPURPOSE FACILITY	32,377.54
225	PARK DEDICATION FUND	18,458.80
245	DEVELOPMENT FUND	3,843.12
291	INSURANCE RESERVE	25,068.76
296	GRE RESERVE	11,519.00
411	TECHNOLOGY REPLACEMENT	1,385.34
440	PARK IMPROVEMENT FUND	2,250.00
602	WASTEWATER TREATMENT SYS	67,575.08
603	LIQUOR	286,116.07
605	GARBAGE	19,730.04
607	STORM WATER	25.00
821	DEVELOPER ESCROW	1,252.00

 GRAND TOTAL: 661,912.04



Request for Action

To
City Council

Item Number
4.2

Meeting Date
April 1, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Trail Closure Ordinance

Reviewed by:
Cal Portner, City Administrator 3/26/2024
Justin Femrite, Public Works 3/27/2024
Director/Chief Engineer
Tina Allard, City Clerk 3/27/2024

Action Requested

Approve, by motion, an amendment to the city Code of Ordinances for park trail closure.

Background/Discussion

Woodland Trails Regional Park Stewards have periodically attempted to close trails for maintenance and frost out to protect the grassy areas from damage. The city currently does not have an ordinance that would allow enforcement for violators of trail closure postings.

At the March 18, 2024, meeting, the Council received background information and expressed consensus to amend the city ordinance. The city attorney has crafted an amendment for approval.

The closure process will be updated in the Council-approved Park Steward Guideline Policy, which will be brought for approval at a future meeting.

Financial Impact

N/A

Mission/Policy/Goal

Elk River Mission Statement

Attachments

I. Ordinance Amendment

The Elk River Vision

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

Ordinance 24 - ____

**An Ordinance Amending Section 54.31. – Closing Hours, of the City of Elk River,
Minnesota, City Code to Clarify Trail Closures**

SECTION 1. That § **54-31. – Closing hours**, of the City of Elk River Code of Ordinances is amended to add the underlined language and remove the ~~striketrough language~~ as follows:

Sec. 54-31. – Park and Trail Closing ~~Closing hours~~.

- (a) No person shall enter or remain upon the grounds of any public park within the city after 10:00 p.m. or before 6:00 a.m. Any person involved in a city sponsored/sanctioned program or activity may be allowed to enter or remain upon the grounds of any public park within the city at any time.
- (b) Individuals shall be allowed to enter or remain upon the grounds of Hillside City Park and Woodland Trails Park within the city until 12:00 a.m. under the following circumstances:
 - (1) A permit to enter or remain in these two parks is approved by the recreation manager or designee and the users intended purpose complies with all special use requirements.
 - (2) All persons in the park after 10:00 p.m. must display their permit as required through the permitting process.
- (c) No person shall enter or remain upon the grounds of any trail in a public park within the city at any time a “Trail Closed” or similar sign is posted for the trail by the city.

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

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

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.3

Meeting Date
April 1, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Parks and Recreation Commission Appointment

Reviewed by:
Cal Portner, City Administrator 3/26/2024
Tina Allard, City Clerk 3/27/2024

Action Requested

Appoint, by motion, Joy Goodwin to the Parks and Recreation Commission with a term ending 2/28/26.

Background/Discussion

There is one vacancy on the Parks and Recreation Commission.

Interviews were conducted and appointments were made at the March 4, 2024, Council Meeting. Ms. Goodwin was not appointed at that time. Her application was kept on file and staff inquired if the candidate was interested in filling the new vacancy on the Parks and Recreation Commission. Ms. Goodwin stated that she was interested.

If the Council would like to discuss this further, please pull this item from the Consent Agenda and place it on General Business.

Financial Impact
NA

Mission/Policy/Goal
Elk River Mission

Attachments
I. Application

The Elk River Vision

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

From: noreply@civicplus.com
To: [Richter, Jolene](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Monday, February 12, 2024 12:52:14 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

- Economic Development Authority (EDA)
- Heritage Preservation Commission
- Housing and Redevelopment Authority (HRA)
- Planning Commission
- Utilities Commission

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

- EDA Beautification and Public Art Committee
- EDA Together Elk River Committee
- Energy City Commission
- Joint Finance Committee
- Multipurpose Facility Advisory Commission
- Parks and Recreation Commission

Select the Commission applying for Parks and Recreation Commission

First Name Joy

Last Name Goodwin

Address1 1408 5TH ST NW

City ELK RIVER

State MN

Zip	55330
Home Phone Number	██████████
Cell Phone Number	██████████
Email Address	████████████████████
Public Contact Information	Cell Phone Number, Email Address
Employer	INCM (International Network of Children's Minsitry)
Occupation	Community Development Manager
Why are you interested in serving on a city commission?	As a resident of Elk River with young children, we frequent the parks regularly. My children love the recent additions to the community including improvements at Orono Park and Woodland Trails. We are cross country skiers and utilize these areas year-round. I would love to give input into the future projects that impact our parks and rec department and how families and community members utilize them. Since parks and rec in Elk River are a part of my family's regular life, I would help the commission by giving different perspectives and sharing insights that would improve options to the community.
What skills, training, and experience would you bring to the commission for which you seek appointment?	I have been a community leader for many years serving in the church, and I have participated in community events through working on the Elk River Farmer's Market staff. I bring a wealth of knowledge of what young families are looking to do around Elk River. I am involved in my children's school and daycares, and our local church, so service and networking are part of my day-to-day. I also have worked on several large events, including community events, and have an understanding of how to run them and what support staff might need. All of this, gives me a breadth of knowledge to help with creating initiatives, researching programs and projects, and executing on these for the benefit of the community.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Word of Mouth
Electronic Signature Agreement	Agree
Electronic Signature	Joy Goodwin

Email not displaying correctly? [View it in your browser.](#)



Request for Action

To
City Council

Item Number
4.4

Meeting Date
April 1, 2024

Prepared By
Lauren Whipper, Human Resources Manager

Item Description
Hire Street Maintenance Operator

Reviewed by:
Tim Sevcik, Street and Park Superintendent 3/28/2024
Cal Portner, City Administrator 3/28/2024
Tina Allard, City Clerk 3/28/2024

Action Requested

Approve, by motion, the hiring of David Dahl to the position of Street Maintenance Operator effective April 2, 2024.

Background/Discussion

The 2024 budget includes the addition of a street maintenance operator position. We went to market to fill this position and received 33 applications. Following interviews, pre-employment checks, and testing, we recommend David Dahl for this position.

Mr. Dahl's work history is in heavy equipment and mechanics. He also worked in road maintenance for Anoka County from 2015 through 2020, when he became an independent owner/operator of his own business, Rum River Excavating. He holds a Class A CDL and an associate's degree in high-performance and custom engine technology.

Mr. Dahl will start at step A for this Local 49 position. All pay and benefits will be consistent with union contract and city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission

Attachments

None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
4.5

Meeting Date
April 1, 2024

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Toward Zero Death Grant Acceptance

Reviewed by:
Cal Portner, City Administrator 3/28/2024
Tina Allard, City Clerk 3/28/2024

Action Requested

Approve, by motion, a grant agreement with the Minnesota Department of Public Safety from April 15, 2024, through June 30, 2025, for a traffic safety vehicle.

Background/Discussion

Sergeant Windels applied for a grant through the Department of Public Safety in February of 2024 that would pay up to \$95,000 for a vehicle, along with its associated equipment and installation costs with a 20% agency match.

The Elk River Police Department was one of nine agencies to have received the grant. The grant awards the department \$72,352 from the state, leaving the city to match \$14,465 towards a traffic safety vehicle.

Financial Impact

A grant match of \$14,465 to be covered by the Forfeiture Fund.

Mission/Policy/Goal

Elk River Mission

Attachments

I. Resolution

The Elk River Vision

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





**City of Elk River
City Council**

Resolution 24-__

**A Resolution of the City Council of the City of Elk River Authorizing
Execution of a Grant Agreement for the Toward Zero Death traffic safety
vehicle**

WHEREAS, Be it resolved that the City of Elk River, on behalf of its police department, enter into a grant agreement with the Minnesota Department of Public Safety, for a traffic safety vehicle during the period from April 15, 2024, through June 30, 2025; and

WHEREAS, The City of Elk River Police Chief, Ron Nierenhausen, is hereby authorized to execute such agreements and amendments as are necessary to implement the project on behalf of the City of Elk River Police Department and to be the fiscal agent and administer the grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk River, Minnesota, as follows: Accepts the Toward Zero Death traffic safety vehicle grant and authorizes the execution of the agreement

Passed and adopted this 1st day of April 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.6

Meeting Date
April 1, 2024

Prepared By
Suzanne Fischer, Environmental Services and Special Projects Director

Item Description
License Renewal and Amendment: Waste Management

Reviewed by:
Cal Portner, City Administrator 3/27/2024
Tina Allard, City Clerk 3/28/2024

Action Requested

Approve, by motion, the Solid Waste Facility License for Waste Management's Elk River landfill.

Background/Discussion

The Waste Management license has been amended to reflect new contact information and updated supporting documents referenced throughout the agreement. The license is being renewed through December 30, 2030. Although operations may end prior to that date, December 30, 2030, is Waste Management's legal sunset date for operations in the City of Elk River.

Financial Impact

N/A

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

- I. Waste Management License amendments and renewal

The Elk River Vision

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

**CITY OF ELK RIVER
SOLID WASTE FACILITY
LICENSE AGREEMENT**

THIS LICENSE approved this 7th day of October 2019 and effective as provided herein, issued by the CITY OF ELK RIVER, a Minnesota municipal corporation (the “City”), and accepted and agreed to by ELK RIVER LANDFILL, INC., a Minnesota corporation (the “Licensee”), which is a wholly owned subsidiary of Waste Management of Minnesota Inc., a Delaware Corporation.

WHEREAS, Licensee made application to the City in 1988 for the issuance of a solid waste facilities license, pursuant to the Elk River Code of Ordinances, for the operation of a mixed municipal solid waste (“MSW”) sanitary landfill (the “Landfill”) in the City; and

WHEREAS, the City Council directed the issuance of a solid waste facilities license (the “Existing License”) to Licensee conditioned upon compliance with the conditions set forth in the October 3, 1988, License Agreement; and

WHEREAS, the Existing License has subsequently been amended and renewed, with the most recent renewal occurring on November 2, ~~2017~~2023; and

WHEREAS, Licensee applied on September 19, 2013, for an amended solid waste facility license for the Landfill; and

WHEREAS, the City Council of the City of Elk River has held a hearing on the proposed amended solid waste facility license, at which hearing all citizens of the City of Elk River and other interested persons had the opportunity to be heard, following published notice of the hearing.

NOW, THEREFORE, the City grants to the Licensee, and the Licensee accepts, an amended solid waste facilities license (the “Licensee”) for the operation of the Landfill and related activities on the real property described on Exhibit A attached hereto (the “Landfill Property”) subject to the terms, conditions and qualifications hereinafter stated, to wit:

1.) Significant Persons. The person responsible for actual operation and maintenance of the Landfill, to whom communications concerning this License should be addressed, is ~~Joshua Johnson-Mike Niewind-Kavanaugh, Area Disposal Manager District-Manager~~ of Elk River Landfill, Inc. (ERL), whose address is 22460 Highway 169 NW, Elk River, MN 55330. ERL is a Minnesota corporation, whose registered address is 22460 Highway 169 NW, Elk River, MN 55330. -ERL, is a subsidiary of Waste Management of Minnesota, Inc, a ~~Minnesota Delaware~~ corporation, whose address is 1001 Fannin, Suite 4000, Houston, Texas 77002. The following information shall be provided to the local fire and police departments as well as the Sheriff:

~~Bob Pliska~~ Andy McCain, Engineer-Project Manager ~~District Engineer~~
22460 Highway 169 NW
Elk River, MN 55330
Work: ~~952-656-7283~~ (952) 656-5012, fax: ~~441-2025~~
Mobile: ~~(612) 239-7779~~ 322-1284

~~Mike Niewind~~ Kavanaugh Josh Johnson
Area Disposal Manager ~~District Manager~~
Waste Management of Minnesota, Inc.
22460 Highway 169 NW
Elk River, MN 55330
(W) (952) 656-7283
(C) ~~(614) 749-742 8218~~ 770-5799

2.) Applicability of License. This License shall apply to the property described on Exhibit A attached hereto.

3.) License Period. This License shall take effect on the date that Licensee's CUP to expand the Landfill, approved on September 19, 2011, takes effect, and shall be in force and effect until December 30, 2030 ~~November 2, 2021~~ 7, 2023, unless earlier suspended or revoked as provided herein. This License shall automatically terminate if Licensee's conditional use permit to operate the Landfill is revoked or no longer required.

4.) Scope and Conduct of Landfill Operations. The operation of a solid waste sanitary landfill may be conducted on the Landfill Property in conformance with the existing and future statutory and regulatory authority and requirements of the City, Sherburne County (the "County") and the Minnesota Pollution Control Agency (the "MPCA"), and in accordance with the authorization and limitations contained in this License and:

(01) the amended conditional use permit for the Landfill (the "CUP") approved by the City on September 19, 2011. This License shall be valid only for so long as the CUP is valid and in effect.

(02) the current MPCA Solid Waste Permit No. 74 (the "State License"), issued to Licensee.

(03) the current Sherburne County Solid Waste Landfill License (the "County License") issued to Licensee.

(04) "MSW Operations Manual", September 1999, revised June 2001, February 2004, March 2012 as it applies to the Landfill Property described on Exhibit A.

(05) "Household Hazardous Waste Management Plan", June 15, 1992, revised March 2012.

(06) NSPS Design Plan, May 2012 and Title V Air Permit, ~~September 13, 2022, November 29, 2012~~ as updated/revised as it applies to the Landfill Property described on Exhibit A.

(07) "Leachate Recirculation Permit Application", July 2009 , revised March 2012 as it applies to the Landfill Property described on Exhibit A.

(08) Closure, Post Closure and Contingency Action Plan for the MSW Area", February 2004, revised March 2012 as updated/revised, as it applies to the Landfill Property described on Exhibit A.

(09) "Stormwater Pollution Prevention Plan", ~~Dec 2023~~~~May 2010~~ or as updated/revised.

(10) "Construction Quality Assurance Program", February 2004, , revised March 2012 as it applies to the Landfill Property described on Exhibit A.

(11) "Sampling and Analysis Plan", March 2017, revised March 30, 2018, or as updated/modified.

(12) "~~2018-2023~~Annual Report", January ~~2019-2024~~~~21~~ or as updated annually.

(13) "~~2018-2023~~ Water Quality Report", January ~~2019-2024~~~~41~~ or as updated annually.

(14) "Long-Term Development Plan", March 1997, and as revised on April 15, 1997 to include a maximum final elevation of 1120 feet MSL.

(15) "Industrial Solid Waste Management Plan", April 2008, Revised ~~April 2023~~~~June 2014~~, as it applies to the Landfill Property described on Exhibit A.

(16) "Landscaping Plans", ~~March 2021~~~~September 24, 2012~~ as prepared by Stantec

(17) "Section 329300, Trees, Shrubs, Perennials - Technical Specifications" ~~2012-2021~~ as prepared by Stantec.

~~(18) "Work Plan for Additional Groundwater Investigation", April 2015 or as updated/revised.~~

(18) "Supplemental Site-Wide Hydrogeologic Evaluation Report", June 2015.

(19) "Groundwater Corrective Action Alternatives Screening Report" August 2020

(20) " Groundwater Corrective Action Work Plan" March 2021

Any changes made to the above described plans, reports, MPCA Solid Waste Permit No. 74 and for the County License shall also be reviewed and approved, approved with modification, or disapproved by the City. Minor modifications shall be reviewed by City staff. Major modifications shall be reviewed by the City Council. The City may not unreasonably disapprove or unreasonably require modifications. The City may also make reasonable modifications to the conditions of the License based upon a submittal from the Licensee. The City shall respond to Licensee submittals on a timely basis, which shall be no later than formal MPCA timelines for review and comment for concurrent submittals.

5.) Scope and Conduct of Related Operations.

(01) Recycling Center. The operation of a recycling center on the Landfill Property may be conducted, if in conformance with all applicable terms and conditions of this License, subject to the following conditions:

- (a) The operation of the recycling center shall comply in all respects with all applicable requirements of the City Code or Ordinances and all applicable federal, state, and county laws and regulations.
- (b) The recycling center shall be located and operated as shown on plans submitted by Licensee and approved by City staff. The recycling center may accept additional materials, including household hazardous wastes, provided that Licensee's plan for handling additional materials and any changes to the recycling center shall first be approved in writing by the City.
- (c) The recycling center shall be operated by Licensee. Operation of the recycling center by a different operator shall require the prior written approval of City staff. Any different operator of the recycling center must comply with all of the terms and conditions of this License.
- (d) Licensee shall place appropriate signage on the Landfill Property to direct citizens to the location of the recycling center.
- (e) Used oil recycling areas shall be within an enclosed building with an impermeable floor and containment area, as approved by staff.
- (f) Battery storage shall be within an enclosed building with an impermeable floor and containment area suitable for battery acid, as approved by staff.
- (g) Battery, paper, and oil storage areas shall be separated to reduce fire potential, as approved by the City Fire Chief.

- (h) Licensee shall have a regular schedule for appliance pick-up, by licensed contractor.

(02) Yard Waste Composting. The operation of a yard waste composting facility on the Landfill Property within the City limits may be conducted, if in conformance with all applicable terms and conditions of this License, subject to the following conditions:

- (a) The operation of the yard waste composting facility shall comply in all respects with all applicable requirements of the City Code of Ordinances and all applicable federal, state, and county laws and regulations.
- (b) The yard composting facility shall be located and operated as shown on plans submitted by Licensee and approved by City staff.
- (c) All plastics shall be removed from yard waste brought to the facility before composting.
- (d) All municipal solid waste must be immediately removed from yard waste and landfilled.
- (e) The yard waste composting facility must be operated in such a manner as to keep odors to a minimum. If odor becomes a problem staff may require more frequent turning of compost piles and/or watering to ensure that the compost remains aerobic and breaks down as quickly as possible.
- (f) The maximum amount of yard waste which may be accepted is 100,000 cubic yards per year.
- (g) Positive drainage away from the compost area must be implemented, as approved by City staff.
- (h) Yard waste and/or compost may not be used as daily cover for the landfill.
- (i) That Licensee is in strict compliance with all other terms, conditions, and requirements of this License, including specifically, but not limited to, the operational requirements, performance standards and environmental monitoring requirements of sections 4,6,7, and 8; and the requirement of sections 17 and 25 to make prompt payment of all fees due to the City. No yard waste may be accepted at the yard waste composting facility if this condition is not complied with. Licensee must immediately stop

accepting yard waste upon written notice from the City that there is a violation of this condition.

(03) Methane Gas Plant. Upon an application from the Licensee, this License may be amended by the City to provide for the development and operation of a second methane gas plant on the Landfill Property. A CUP modification is pending final layout of a Recycled Natural Gas design with our partner, MMPA.

(04) Household Hazardous Waste (HHW) Drop-Off Facility. Upon an application from the Licensee, this License may be amended by the City to provide for the development and operation of a HHW drop facility on the Landfill Property.

(05) Other Related Operations. Other than currently-existing operations and future government-directed corrective actions on the Landfill Property, no other operations or activities, whether or not related to the Landfill, shall be permitted or allowed on the Landfill Property unless this License is first amended to specifically allow such operations and to specify the applicable conditions, except mining activities or other operations licensed or permitted separately by the City. ~~No Landfill-related operations or activities shall occur outside of the Landfill Property, other than the monitoring wells and surface water management infrastructure identified on Exhibit B, attached hereto.~~

6.) Charges and Fees.

(01) Expansion Fee. Licensee shall pay the City the Expansion Fee as provided for in the CUP approved on September 19, 2011.

(02) Annual Fee. Licensee agrees to pay the City upon the amendment and renewal of this License, \$2,000. Thereafter, Licensee shall pay the City an annual License Fee of \$2,000.

(03) Charges. Licensee agrees to pay to the City the City's reasonable costs for administering, enforcing, modifying, and amending this License as follows:

- (a) Licensee shall pay one hundred percent (100%) of the City's costs for processing renewals, amendments or proposed amendments to this License;
- (b) Licensee shall pay one hundred percent (100%) of the City's costs for administering and enforcing the terms of this License, including costs for reviewing Licensee's compliance with the terms and conditions of this License, costs for bringing Licensee into compliance with the terms and conditions of this License (including legal costs); and City costs incurred for review of Licensee initiated requests such as "co-disposal" approvals, etc.

- (c) Licensee and the City agree that, on an annual basis, they will work together to establish an annual budget reflecting, for the upcoming year, both (A) anticipated renewals, amendments or proposed amendments to Licensee's Conditional Use Permit ("CUP") or to this License, and other anticipated occasions for the administration or enforcement of the terms of the CUP or this License, and (B) the anticipated costs to the City that would arise from those activities. Licensee agrees to maintain an escrow for the budgeted year based upon that budget. Both the budgeted amount, and the size of the escrow, are subject to change based on circumstances that were not anticipated by the parties at the time of budgeting, including but not limited to the costs of responding to incidents, or otherwise by agreement of the parties.

7.) Buffering and Screening. Licensee shall provide buffering and screening as detailed in the "Landscaping Plans", ~~September 24, 2012~~ March 2021 as prepared by Stantec or approved alternate plans. A record drawing must be prepared by the Landfill which shows the current plantings in comparison to the approved plans. The record drawing must be updated with each new phase of plantings. Plantings indicated by the approved plans which have died must be replaced on a timely basis.

8.) Closure and End Use Plan. Prior to closure of the Landfill, City and Licensee will attempt in good faith to mutually determine an appropriate end use for the portion of the Landfill within City and decide whether an end use plan will be required to implement this use. In the interim, Licensee will establish and maintain sustained vegetative growth and adequate vegetation cover upon the closure of each phase of the Landfill. This Permit does not obligate the Licensee to apply for or City to approve of a particular end use plan. The City acknowledges the Licensee is permitted to operate the Elk River Landfill outside of the City limits of Elk River.

9.) Specific Additional Requirements.

(01) Leachate and LFG Condensate Transmission Pipes. Leachate and LFG condensate transmission pipes shall be designed to ensure that double containment and adequate leak detection exists as approved by the MPCA, County and City. ~~Licensee shall verify to the City every four (4) years that the existing leachate transmission pipes do not leak, as evidenced by video inspection. Additionally, the Cell 10 transmission pipe shall be inspected by video.~~

(02) Backup Leachate Pumps. Licensee shall maintain backup pumps for use in the event of pump failure at the leachate sump, wet well and/or leachate storage tank on-site. As an alternative, the licensee shall maintain provisions for restoring

temporary leachate pumping within a 24-hour period and adhere to the current “Leachate Management Plan” as approved by MPCA.

(03) Leachate Holding Tank. Licensee shall ensure that the leachate holding tank is pumped out on a regular schedule. It is a violation of this License to allow leachate to collect on the liner to a depth exceeding one foot due to the leachate holding tank being full.

(04) Leachate Recirculation. The Licensee may conduct Leachate Recirculation pursuant to MPCA, County and City regulations. In the event that operational problems occur from the leachate recirculation, the Licensee shall immediately cease leachate recirculation and revert to prior method of leachate management unless and until another remedy for the problem is approved by the City. Leachate recirculation will greatly increase the amount of landfill gas that will be generated from the landfill. The primary concerns relate to landfill gas collection and the prevention of fugitive gas emissions and odors.

- (a) Temporary final cover is proposed as an element of the March 2012 “Leachate Recirculation Plan. ERL shall implement temporary final cover for cells 15 -20 where practical to reduce the generation of landfill leachate and maximize the collection of landfill gas.
- (b) ERL shall conduct active landfill gas extraction from liner belly pipe and perforated sections of cleanout risers along a portion of the side slope.
- (c) ERL shall identify and document the precise location of seeps. This information is critical in potential problem resolution during later stages of landfill operation and post-closure. The documentation of the seeps must include an approximate coordinate position with an elevation.
- (d) Leachate head shall not exceed a maximum of 12 inches for any area of the liner. The Landfill shall monitor leachate head levels weekly if leachate recirculation is occurring and monthly during typical operations. The leachate head level data shall be submitted to the City annually.

(05) Gas Collection and Monitoring System. Licensee shall conduct active landfill gas collection in accordance with approved plans and shall construct additional phases of the active gas control system during site operation and at the time of final cover construction. Optimal gas collection system design and operation is necessary to control and reduce the impact of gas emissions and odors from the Site.

- (a) Operation of the Active Gas Collection System shall be managed to mitigate landfill gas migration and ongoing ground water contamination from the unlined portion of the Landfill.

- (b) ERL must collect and report landfill gas concentration and pressure for each probe where detectable levels of landfill gas are present. ERL must also collect temperature and barometric pressure for the site at the time of the monitoring event and the two previous 24-hour periods. All gas probe monitoring data must be fully evaluated in the annual operating report.
- (c) If ambient concentrations of landfill gas identified during the NSPS surface scans exceed 500 ppm explosive gas (calibrated to methane), corrective actions are required to amend the landfill cover to mitigate fugitive emissions. This requirement is important in identifying fugitive gas emissions/odors and ensuring that site conditions are corrected to mitigate their effects.

(d) Site production of Recycled Natural Gas (RNG) is currently under design.

(06) Sampling and Analysis Plan. The Sampling and Analysis Plan, which describes the sampling frequency, parameters, protocols and reporting frequency for landfill gas, leachate, leachate piezometers, leachate lysimeters, residential wells and groundwater monitoring wells shall be assessed annually to reflect changes in the monitoring systems. The Plan shall yield adequate information for assessing the effectiveness of the landfill gas control system in decreasing VOC contaminants in the groundwater. The proposed compliance boundary within the Plan is not approved because it incorporates City property inside the compliance boundary. The compliance boundary will be limited to the Landfill Property. Corrective actions (potentially associated with contaminant migration) on City property, which potentially limit the use of City property, are not allowed.

(07) Annual Operating Report. An Annual Operating Report shall be submitted with the following supplemental items.

- (a) Annual Waste Disposal Volume.
- (b) Schedule of construction activities for the forthcoming year.
- (c) Type and Quantity of Material Disposed.
- (d) Remaining permitted capacity
- (e) Updated, high resolution, contour map which indicates the elevations of all fill areas
- (f) Assessment of the Financial Assurance Plan.
- (g) Evaluation of the Water Monitoring System and a proposal for

continued sampling and analysis.

- (h) Detailed evaluation of all water quality results by means of tables and graphs.
- (i) A groundwater contour map based on the previous years' groundwater level data.
- (j) Assessment of the effectiveness of active landfill gas control operations based on the results of groundwater and landfill gas monitoring and incorporate the evaluation in the MPCA Annual Report for the landfill.
- (k) A high resolution engineering plan to fully illustrate all facility features reviewed in the annual report (landfill gas probes, monitoring wells, gas collection infrastructure, leachate recirculation infrastructure, etc.). The Plan must identify permitted and remaining volumes
- (l) Information concerning the pressure jetting of the leachate collection system. ERL must provide a discussion of any major maintenance activities or corrective actions performed related to leachate collection pipe blockages in the Annual Report.
- (m) A list of rejected waste loads and summary with the Annual Operating Report. A summary and analysis of random load inspections must be provided with the Annual Operating Report.

(08) Closure, Post Closure and Contingency Action Plan", March 2012 The Licensee shall revise the Plan to account for the current conditions of the Site. The contingency action portion of the Plan must reflect the potential failure of monitored natural attenuation and the need to implement active groundwater remediation of contaminated groundwater adjacent to landfill within the compliance boundary. Costs associated with groundwater remediation contingencies must be increased to address the likelihood of active groundwater remediation. A revised Plan shall be submitted within 6 months of the effective date of the current License.

(09) Construction Quality Assurance

A Construction Quality Assurance (CQA) Report shall be submitted to the City prior to the placement of waste on newly constructed lined areas. A CQA report shall also be submitted for Landfill areas which receive final cover. A CQA report shall also be submitted for installation of leachate recirculation drainfield areas to document position within the cell, suitable base contours and piping elevations. The report shall demonstrate that the work was completed to the plan

specifications. The Report shall be certified by an engineer registered in the State of Minnesota and shall include but not be limited to:

- (a) All relevant construction specifications;
- (b) All shop drawings for prefabricated components;
- (c) Photo documentation of all critical aspects of construction;
- (d) Pressure testing results for leachate transmission pipes;
- (e) Narrative description of all as-built variances from the plans and/or specifications;
- (f) As-built cross-sections of the liner subgrade;
- (g) As-built elevations for all pipe inlets and outlets and pump-on/pump-off controls;
- (h) Completed manufacturer warranties;
- (i) All physical testing results for soils and other materials used in the construction

ERL must prepare detailed record drawings/documents of recirculation drainfield construction, which are certified by an engineer. The drawings will include survey measurements of the drainfield areas to document position within the cell, suitable base contours, and piping elevations. All construction must be fully documented.

(10) Barrier Layer Construction Notification. Licensee shall notify the City at least two (2) days in advance of liner barrier layer installation or final cover barrier layer installation. Licensee shall assist the City in arranging inspection of the site at any reasonable time the City requests. The Licensee shall keep the City informed of ongoing construction progress and shall specifically notify the City of significant changes encountered in the geological, hydrological, or construction conditions. The City may reasonably require work, which is covered or otherwise obscured prior to City inspection, to be re-excavated for City inspection.

(11) Temporary Fencing-On Site Litter Control. Litter control fences shall be maintained around the working area(s) of the landfill to prevent the blowing of paper or other litter on or off site. The Licensee shall assign employees to engage in a regular and routine program to inspect the Landfill Site and clean up areas where litter accumulates on the Landfill Site.

- (12) Permanent Fencing. Licensee shall maintain a minimum six-foot high fence around the perimeter of the Landfill property to address reasonable concerns regarding public safety, trespassing or uncontrolled dumping.
- (13) Sanitary Facilities. Adequate sanitary facilities and shelter shall be provided for site personnel.
- (14) Electrical Service. Adequate electrical service shall be provided at the site for operations and repairs.
- (15) Fire Fighting. Firefighting equipment including at least one piece of heavy equipment, fire extinguishers in all machines working in the Landfill, and a water truck shall be kept available on the site during the active life of the Landfill. Licensee shall make a landfill operator available at the request of the City Fire Chief to consult and advise the fire department about landfill fire-fighting issues.
- (16) Safety Equipment. Emergency first aid equipment consisting of at least one first aid kit kept near the working face, and at least one shower on site available to all personnel and customers shall be supplied. At least one of every four landfill personnel shall be trained in first aid and CPR.
- (17) Water. A potable water supply shall be available for site personnel.
- (18) Storage. Adequate on-site shelter shall be provided for maintenance and storage sufficient to supply the equipment required by this section, during cold weather operations.
- (19) Vehicle Stacking Facilities. Adequate vehicle stacking facilities shall be provided to ensure that no vehicle desiring entry into the site shall have to wait outside the perimeter of the Landfill Property.
- (20) Communication. Adequate communication facilities shall be provided for emergency purposes.
- (21) Security. A gate shall be provided at the entrance to the site and kept locked when an attendant is not on duty.
- (22) Haul Roads. All-weather haul roads shall be provided to the unloading area and maintained to prevent the occurrence of fugitive dust conditions.
- (23) Adequate Equipment. Adequate equipment shall be supplied capable of spreading and compacting the refuse as received. At least one machine capable of covering the working face, in its entirety at the end of the day, shall be supplied.
- (24) Information Display. Subject to approval by the City Council, the Licensee shall maintain at each entrance to the Landfill Property a sign stating the

name of the facility, the schedule of days and hours the facility is open to the public, prices for use of the facility, the Minnesota Pollution Control Agency permit number a description in common terms of the substances which may be disposed at the Landfill and those substances which may not be accepted for disposal and the penalties for nonconforming dumping.

(25) Small-Load Dumping Site. The Licensee shall, during all hours of operation, maintain and operate a separate suitable and safe disposal area for the dumping of small loads by pickup trucks, cars, and trailers. This separate site shall be located and operated with due regard for the nature of the vehicles bringing such loads, and the normal frequency of such dumping.

(26) Oak Wilt Prevention. As a method to prevent oak wilt, Licensee shall not conduct any tree removal operations at the Landfill Property between April 15 and July 15 each year. In addition, oak stumps shall be removed prior to April 15 each year. When removing trees and stumps, Licensee shall prevent damage to remaining trees.

(27) Alternative Cover. “Alternative Cover” shall be defined as any suitable clean cover material other than Clean Earth Fill. Alternative intermittent and intermediate cover material may be used if such cover material is suitable for compaction, capable of supporting vegetation, and meets MPCA standards set forth in MN Rule 7035.2815, subpart 6, and Elk River Landfill’s Industrial Waste Management Plan.

(28) Detailed Engineering Plans for Site Construction. Detailed engineering plans and specification for construction of liner, final cover, surface water, landfill gas features, leachate management and other significant site improvements/infrastructure shall be provided to the City prior to initiating the work. Proposed modifications to the approved plans shall be identified by the Licensee in a detailed narrative and approved by the City prior to initiating work.

- (a) Prior to construction approval of the final development of the site (Cell 20), ERL shall provide an appropriate earthwork balance for construction and operation such that the amount of fill imported into the site is minimized to the extent possible.
- (b) ERL must provide details which show the transition from the buried pipe to the ground surface at the edge of the liner system and frost protection in areas where the depth of burial for leachate force main piping is less than standard.
- (c) The mining access road within the west buffer area and cells 18, 19 and 20 shall be constructed with the alignment shown in the August 18, 2011, plans Appropriate erosion control protection shall be provided for all buffer area slopes.

- (d) The current storm water plans that were submitted as Engineering Drawings-Design Plans, March, ~~2021~~2012 ~~must be amended as needed to~~ includes provisions for erosion control in perimeter surface water channels. Rip rap and/or erosion control matting must be added based on potential flow velocities for design storm events. Future construction plans must reflect the additional provisions for erosion control.

10.) Off-Site Litter Control. The Licensee shall engage in a regular and routine litter maintenance and removal program extending one mile north and south of the entrance to the Landfill and to any other areas adversely impacted by debris related to Landfill operations as may be determined by the City. Litter shall be removed from these areas not less than once per week and more often if necessary, because of spills or complaints from neighboring property owners, and ensure that these areas are kept free of litter generated by truck traffic traveling to and from the Landfill. In addition, Licensee shall inspect all trucks leaving the Landfill to ensure that they are either fully enclosed or covered, and/or clean, and will not spread litter on surrounding streets and roadways as they leave. In the event that Licensee fails to remove litter within forty-eight (48) hours of notice of accumulation of litter by the City, the City may cause such litter to be removed. The City shall bill the cost of such removal to the Licensee, which shall remit payment within thirty (30) days of the date of such billing.

11.) General Performance Standards. The Licensee shall comply with the following performance standards and operating requirements:

(01) Hazardous Wastes Prohibited. No Hazardous Wastes shall be disposed of in the Landfill.

(02) Industrial Wastes. No industrial Wastes (defined as “Industrial Waste” in the Code of Ordinances for the City of Elk River) shall be disposed at the Landfill until a request to dispose of industrial wastes has been submitted to the City as required by Chapter 604 of the City Code of Ordinances. The City shall respond to requests for permission to dispose industrial wastes within fifteen (15) days from receipt of the request as appropriate. If a request to dispose of industrial wastes is rejected by the City Environmental Coordinator, or the City’s authorized consultant/agent, the industrial wastes may not be disposed at the Landfill. Licensee may propose advance approval of proposed disposal of industrial wastes by submitting to the City, for each waste, a statement identifying the waste type, generator name and address, volume, method of chemical analysis, chemical constituents, and disposal procedures proposed. This statement, and all requests to dispose of industrial wastes, shall be submitted in the form required by the City.

The City may deny permission to dispose of industrial wastes at the Landfill for one or more of the following reasons:

- (a) In the City's sole discretion, it would not be in the best interests of the public health, safety or general welfare of the citizens of Elk River to allow disposal of said wastes;
- (b) In the City's sole discretion, disposal of said wastes would pose a threat to the environment.
- (c) Licensee and/or the operation of the Landfill is currently in violation of any of the terms, conditions, or requirements of this License including specifically, but not limited to, the operational requirements, performance standards and environmental monitoring requirements of Sections 4, 6, 7, and 8; and the requirements in Sections 17 and 25, to make prompt payment of all fees due the City.

Licensee's "Industrial Solid Waste Management Plan", April 2008, revised June 2014, revised April 2023 or as updated/revised shall be complied with in all respects, subject to specific requirements of this License, and may not be modified or amended without the City's prior written approval.

(03) Incorporation of State Standards. The Landfill shall comply with the required practices for maintenance and operation of landfills set forth in Minnesota Rules Parts 7001.0010 to 7001.0210; 7001.3000 to 7001.3550 and 7035.0300 to 7035.2875. Changes or additions to the Minnesota Rules related to the Landfill are likewise incorporated.

(04) Compliance With Zoning Ordinance Performance Standards. The operation of the Landfill shall fully comply with the performance standards and other requirements of Chapter 30 of the Elk River City Code, including specifically Division 5, Subdivision V thereof relating to performance standards for industrial uses.

(05) Supervision. An attendant shall be on duty at the site at all times while it is open for public use. Unloading of refuse shall be continuously supervised at the working face of the landfill.

(06) Operating Records. Accurate records of daily waste disposal operations shall be maintained. Intake of Solid Waste in tons or cubic yards shall be recorded on a daily basis, in a manner acceptable to the City, and reported to the City on a monthly basis along with payment of the Expansion Fees required by Section 5 of the CUP approved September 19, 2011. The volume and location of the disposal of industrial wastes shall be recorded the day such disposal takes place and shall include the amount and type of waste disposed of, and the name and address of the source of the waste. Waste disposal records shall be available during normal business hours, for review and inspection by the City.

(07) Recording. A detailed description of the location of the completed Sanitary Landfill site shall be recorded with the County Register of Deeds within four months after approval of the closure of the landfill within the City of Elk River. This description shall include the general type and location of deposited Solid Waste, the location of phased or staged disposal of wastes, the type and number of lifts, original and final terrain descriptions, site hydrogeologic conditions, and other pertinent characteristics of the completed sanitary landfill site.

(08) Education Program. The Licensee shall:

- (a) Make available to all landfill users, including haulers and their customers, information which describes in common terms what is permissible and impermissible to dispose at the landfill.
- (b) Continue to conduct an employee training program designed to assist employees in identifying impermissible waste materials and to prevent their disposal at the landfill. The training program shall be reviewed with City staff and recommendations to improve the program shall be incorporated to the extent feasible.

(09) Hours of Operation. The landfill shall not be operated between 7:00 p.m. and 6:00 a.m. The landfill may accept waste during off hours only under the following circumstances:

- (a) The wastes have been tested and approved for disposal;
- (b) Acceptance is necessary during off hours because of extraordinary circumstances;
- (c) Each instance of off hour acceptance has received the prior approval of the City Environmental Administrator and such approval was granted during City business hours; and
- (d) Each instance of off hour acceptance is documented in a letter sent by the Landfill to the City Environmental Administrator within five business days of the instance off hour acceptance.

12.) Environmental Monitoring.

(01) On-site Groundwater. The Licensee shall perform on-site water quality testing at the monitoring wells in the manner required by the MPCA permit. The wells shall meet current Department of Health Well Code Standards. The Water Quality report shall be submitted to the City when it is submitted to the MPCA.

(02) Groundwater levels for well P310C have consistently shown elevations which are 3-5 feet higher than expected. ERL must continue to evaluate the significance of elevated water levels. .

(03) Off-Site Groundwater Quality. The Licensee shall annually offer to sample the individual private wells identified in the Sampling and Analysis Plan required by Section 4 (11). Monitoring wells and piezometers shall be sampled and analyzed in accordance with the Sampling and Analysis Plan.

(04) Lysimeters. The sampling and contingency action protocols for liner leaks shall be as outlined in the Phase IV Water Quality Monitoring Work Plan, revision #3 dated February 2003 as updated/revised.

(05) Modification. The testing programs specified in this Section 12 may be modified by City staff if City staff reasonably determines there exists a need for additional wells to be tested or additional parameters to be analyzed, based upon water or air quality test results indicating the presence of contamination.

(06) Split Samples. The Licensee shall notify the City forty-eight (48) hours before sampling of groundwater or surface water and allow the City at its expense to obtain split samples of such waters.

13.) Hydrogeologic Investigation. The investigation of the hydrological and geophysical characteristics of the site shall be continued and any other new information relating to the hydrogeologic impact of the site shall be reported to the City. Hydrogeologic reports shall be updated, amended, and modified as warranted by newly discovered or additional data acquired in the continued hydrogeologic investigation. Licensee shall notify City at least two (2) days in advance of any soil boring or well construction required by this License.

Future site investigation and monitoring must be conducted in the vicinity of P334L and other areas, southwest of the waste fill limits to determine the scope of off-site contamination. This work must focus on evaluating the deeper outwash as the observed predominant pathway for contamination migration in the downgradient area of the Site.

14.) Groundwater Corrective Actions. The "Groundwater Corrective Action Work Plan", March 2021 (Work Plan) outlines procedures for replacement of residential wells to eliminate the potential for impacts from contaminated groundwater downgradient of the landfill. The licensee has replaced four residential wells, as proposed. The licensee will replace additional residential wells based on evaluation criteria established in the Work Plan. The Licensee will provide the City with periodic updates on the progress of well replacement identified in the Work Plan.

Water Supply Well Replacement and Monitored Natural Attenuation (MNA) has been selected by the Licensee and approved by the MPCA as a groundwater corrective action. The success of MNA is determined by an extensive groundwater monitoring program and the evaluation of data trends and the "stability" of the contaminant plume. The Licensee shall evaluate trends for ethyl ether in the annual water quality assessment.

If evaluation of MNA/water supply well replacements on the schedule described in the "Groundwater Corrective Action Work Plan", March 2021 demonstrates that natural attenuation combined with well replacements is not protective of groundwater resources, the Licensee will provide a timely schedule for implementing supplemental groundwater corrective actions described in the "Corrective Actions Evaluation Report", August 2020.

14.) —Groundwater Corrective Actions. The "Groundwater Corrective Action Work Plan", March 2021 (Work Plan) outlines procedures for replacement of residential wells due to impacts from contaminated groundwater downgradient of the landfill. The licensee shall conduct the replacement of four residential wells, as proposed. The licensee will replace additional residential wells based on evaluation criteria established in the Work Plan. The Licensee will provide the City with periodic updates on the progress of well replacement identified in the Work Plan.

———— Monitored Natural Attenuation (MNA) has been selected by the Licensee as a groundwater corrective action. The success of MNA is determined by an extensive groundwater monitoring program and the evaluation of data trends and the "stability" of the contaminant plume. —The Licensee shall evaluate trends for ethyl ether to the annual water quality assessment.

———— If evaluation of MNA on the schedule described in the "Groundwater Corrective Action Work Plan", March 2021 demonstrates that natural attenuation is not protective of groundwater resources, the Licensee will provide a timely schedule for implementing supplemental groundwater corrective actions described in the "Corrective Actions Evaluation Report", August 2020.

15.) Dust, Noise, and Odor. Fugitive dust emissions off-site shall be controlled at the Landfill Site as necessary by undertaking the following: road surfaces within the Landfill Site shall be wetted with water or an appropriate chemical whenever off-site dust levels become unreasonable as determined by the City Environmental Administrator. Dust pollutives shall be utilized to the extent necessary on cover material such as stockpiles to reduce wind erosion as well as on other exposed surfaces as appropriate. Cover compaction and revegetation activities shall be undertaken promptly on the completion of various fill areas and vegetative cover capable of quick growth shall be utilized. Plantings of bushes and trees shall be installed if needed to buffer the Landfill Site and minimize wind erosion.

All equipment and vehicles utilized at the Landfill Site shall be periodically inspected and maintained to minimize noise. Vegetative barriers along the boundaries of the Landfill Site shall be utilized to minimize off-site noise impacts. Applicable state standards for noise pollution may not be exceeded by the Landfill operation, equipment, vehicles, or machinery.

Licensee agrees that it will use best management practices to control against odors. The Environmental Administrator may make recommendations regarding possible odor controls. If a verified odor problem is ongoing, both parties agree to institute good faith negotiations to minimize the odor problem. If in the event that the City receives ten or more complaints within a six-hour period relating to a single odor description and this odor complaint has been verified by both City and Licensee and identified as coming from the Facility, the Licensee shall cease such activity(s) that are the direct cause of the odor(s). Normal activity(s) shall not resume until the Licensee has, to the satisfaction of the City, fully mitigated against such odor(s).

16.) Insurance. The Licensee shall secure and maintain insurance from an insurance company acceptable to the City and authorized to write casualty insurance in the State of Minnesota which will protect the Licensee, its agents and employees, and the City from claims for bodily injury, death, or property damage which may arise from the operations on the Landfill Site. The Licensee shall file a certificate of insurance or a certified copy of the insurance policy with the City. Such insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days' written notice to the City of intention to cancel. The following coverage shall be provided in amounts not less than those specified:

(01) Public liability, general liability, loading and unloading, [completed operations, explosion, collapse, underground operations], personal injury, and property damage with the following minimum limits:

- (a) One Million Dollars (\$1,000,000) per claimant.
- (b) One Million Dollars (\$1,000,000) per occurrence.
- (c) One Million Dollars (\$1,000,000) annual aggregate.

(02) Automobile and truck public liability, personal injury, and property damage, including owned and non-owned vehicles with a One Million Dollars (\$1,000,000) minimum limit.

(03) The City may require additional insurance be provided by Licensee if market conditions change such that additional coverage become economically practicable. The insurance limits required by this section shall be reduced if these insurance limits are not reasonably and

economically available. For the purposes of this subsection “economically practicable,” “reasonably” and “economically available” shall be determined by the insurance coverage affected by the Minnesota Joint Underwriters Association or the readily available private insurance market.

17.) Bonding.

(01) The Licensee shall furnish a surety bond in favor of the City in the amount of Three Hundred Thousand Dollars (\$300,000) to run continuously (annual renewal allowed) until all landfill operations and closure activities are completed to ensure compliance with the terms and conditions of this License. Such bond shall be made by an insurance company or other financial institution acceptable to the City and shall be in a form acceptable to the City and its attorney. The bond shall be subject to cancellation by the obligor by giving one hundred twenty (120) days’ prior written notice to the City. The Licensee shall renew each such bond no more than sixty (60) days after any such written notice, and failure to so renew the bond shall be an event of default of the obligations of the Licensee and shall constitute ground for immediate and automatic revocation of this License. Said bond shall provide that if the Licensee refuses to obey any of the requirements or to any of the acts required by this License or for any reason ceases to operate or abandons the landfill, and the City is required to expend monies or labor or material to restore, repair, or clean up the Landfill Site to the condition and requirements required by law, the obligor shall reimburse the City for any and all expenses incurred to remedy the failure of the Licensee to comply with this License, and the obligor shall indemnify and save the City harmless from all losses, costs, and charges that may occur to the City because of any default by the Licensee. The bond may be in a form exercisable by both the City and the County provided that such exercise feature allows its use on instruction by either or both the City and County.

(02) In the event this, or any subsequent license is revoked or the Licensee closes operation of the landfill for any reason, including but without limitation, order of the court or other agency of competent jurisdiction, bankruptcy, insolvency, or abandonment, the Licensee shall immediately proceed to close, cover, and grade the Landfill Site according to an environmentally sound closure plan which shall be approved by the City and which shall comply with all requirements of the MPCA and Sherburne County relating to final closure. In the event the Licensee fails to comply with the terms of this subparagraph (02), the City may, upon ninety (90) days’ prior notice to the Licensee, enter onto the property and perform all such obligations, the costs of which shall be borne by the Licensee, or, in default thereof, by its surety.

18.) Violation of Conditions. If the Licensee or its successors or assigns violate any term or condition imposed by this License, this License may be revoked and terminated. Without limiting the foregoing, the violation of any statute, regulation, ordinance, or license condition imposed by lawful governmental authority and governing operations on the Landfill Property is ground for revocation and termination of this License. The change, alteration, or amendment of any such statute, regulation, ordinance, or license condition by any governmental authority other than the City shall not excuse the Licensee from compliance with statutes, regulations, ordinances, or permit or license conditions in effect on the date of the original issuance of this License unless compliance is waived or excused by the City Council. The City shall not unreasonably refuse to waive or excuse compliance with existing permit or license conditions.

19.) Documents, Reports, and Maps. Electronic copies of Licensee's transmittals to the MPCA or to Sherburne County regarding the Landfill shall also be supplied to the City, at the same time.

20.) On-Site Inspection. The City may inspect the Landfill and the Landfill Property for the purposes of examining and copying non confidential records; conducting inspections, surveys, investigations, monitoring, or sampling; and others obtaining necessary information pertaining to the construction, operation, and environmental effect of the disposal facility, control equipment, and control materials. Inspections shall be conducted during normal business hours except in the event of an emergency. City personnel or agents performing the inspection will notify personnel at the landfill office at the time of inspection. In case of emergency, the City will call Josh Johnson ~~Jim Hamann~~ (or current District Manager) to gain entry and provide notice of the situation. Licensee shall promptly notify the City of any substitutions of persons to be so notified. The City shall be notified by the Licensee immediately upon the occurrence of any explosion, fire, or other emergency at the Landfill; upon the discovery, release, or spill of hazardous or dangerous materials, as defined in the City of Elk River Solid Waste Ordinance, at the Landfill; and of any violations of the conditions of this License. The specific requirements for how, when and who to notify at the City shall be set forth in a separate letter from City staff to Licensee. This letter may be revised or supplemented by City staff from time to time as necessary to address the City's needs for notification.

21.) Indemnity. The Licensee shall indemnify, defend, and hold the City harmless from all claims, demands, and/or actions legal and/or equitable arising from claims resulting from WM's negligence, breach of agreement or violation of applicable law ~~the operations~~ on the Landfill Property. In the event that such claim, demand, or action arises from the negligence of the City, then Licensee's indemnification obligation shall be reduced in proportion to the City's negligence. ~~as determined by a trier of fact.~~ Nothing in this provision shall constitute a waiver of defenses or immunities of Licensee or the City or create any duty to any third party.

22.) Worker's Compensation. The Licensee shall carry in a company authorized to transact business in the State of Minnesota a policy of insurance fulfilling all requirements of the Worker's Compensation Act, including all legal requirements for occupational diseases, or self-insure for the above.

23.) Right to Require Performance. The failure of the City, at any time, to require performance by the Licensee of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

24.) Severability. If any provision of this License shall be declared void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

25.) Amendment. This License shall not be considered modified, altered, changed, or amended in any respect unless approved by the City Council as required by City Ordinance.

26.) Transferability. Transfer of this License to any entity not a wholly owned subsidiary of Licensee or Waste Management of Minnesota, Inc. shall require approval of the City.

27.) Conflicts. In any cases in which the Licensee believes there is an irreconcilable conflict between the requirements of this License and the laws, rules, regulations, or order of any other governmental authority, the Licensee shall promptly notify the City of such irreconcilable conflict and request an amendment of this License. Until such time as the City acts upon a request for an amendment to this License, which it may grant or deny in its sole discretion, the terms of this License shall govern all operations at the Landfill Site as is acceptable under and shall prevail over the provisions of any document submitted by the Licensee and any requirements of state or federal law. The City shall not unreasonably refuse to amend this License or waive compliance with this License in order to prevent violation of law.

28.) Modification, Suspension, or Revocation of License. Violation of any term of this License may result in suspension or revocation hereof. Furthermore, the City specifically reserves the right, and the Licensee agrees, that this License may be amended, suspended, or revoked by the City if there is an imminent threat as reasonably required to protect the public health, safety, and welfare. Specifically, but without limiting the foregoing, the City may amend, suspend, or revoke this License, whenever any reliable information is secured from a recognized source which demonstrates that the continued operation of the landfill places the public health, safety, or welfare in jeopardy. Such information includes, but is not limited to the following:

(01) A determination that (other than as indicated in the license application) leachate generated at the Landfill Site is migrating to surface or ground waters in a way that threatens the public health, safety or general welfare.

(02) A determination that (other than as indicated in the license application [and supporting MPCA documents](#)) standards for drinking water (whether promulgated as of the date of this License or at a later date by the United States Environmental Protection Agency, the Minnesota Department of Health, the Minnesota Pollution Control Agency, or any other governmental agency promulgating standards for toxic wastes, hazardous wastes, pollutants, or contaminants in groundwaters or surface waters) are being violated as a result of landfill operations.

(03) A determination that the emission of landfill gas on the Landfill Site is creating or threatens to create a safety hazard to the community.

Without limiting the foregoing, the City reserves the right to amend this License to impose upon the Licensee the obligation to comply with any state or federal law or regulation relating to the operation of sanitary landfills, whether or not said laws or regulations apply by their terms to preexisting landfills. Suspension, revocation, or amendment of this License may be ordered only after a public hearing on such suspension, revocation, or amendment preceded by thirty (30) days' written notice to the Licensee or at the time of consideration of renewal of this License. Notice of hearing shall include a statement of the proposed action by the City and the reasons therefor.

ATTEST:

THE CITY OF ELK RIVER:

Tina Allard
City Clerk

By: _____
John J. Dietz
Its: Mayor

Accepted and agreed to by:
ELK RIVER LANDFILL, INC.

By: _____
Frank Fello ~~Thomas Beaulieu~~
 Its: President

SS

STATE OF MINNESOTA)
COUNTY OF SHERBURNE)

The foregoing instrument was acknowledged before me this 1st day of April, 2024 119, by John J. Dietz, the Mayor of the City of Elk River, on behalf of the City of Elk River.

Notary Public



Request for Action

To
City Council

Item Number
4.7

Meeting Date
April 1, 2024

Prepared By
Tim Sevcik, Street and Park Superintendent

Item Description
2024 Yard Waste Agreement

Reviewed by:
Justin Femrite, Public Works Director/Chief Engineer 3/28/2024
Cal Portner, City Administrator 3/28/2024
Tina Allard, City Clerk 3/28/2024

Action Requested

Approve, by motion, the 2024 Sherburne County SCORE Grant funding agreement for the operation of the Elk River yard waste site.

Background/Discussion

Sherburne County annually receives funding from the State of Minnesota to enhance recycling, waste reduction, removing problem materials from the waste stream, and landfill abatement efforts. As in previous years, the county has determined that the public yard waste sites operated by the city promote the above and has made \$40,000.00 available to the City of Elk River for the operation of the site.

Eligible uses for these funds include grinding, chipping, hauling and removal of compostable materials, site security including cameras and gates, employee hours for maintenance of the site, and insurance costs. Expenses relating to these activities are documented and submitted for reimbursement quarterly throughout the year.

Financial Impact

\$40,000.00 SCORE Grant

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

I. Elk River Yard Waste Agreement 2024

The Elk River Vision

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



**SHERBURNE COUNTY
SCORE FUNDING 2024
GRANT AGREEMENT**

WHEREAS, the County of Sherburne (the County) has received certain monies from the State of Minnesota for the purpose of enhancing recycling, waste reduction, removing problem materials from the waste stream and landfill abatement efforts;

WHEREAS, the County has determined that the public yard waste sites operated by the Grantee promotes the above;

NOW, THEREFORE, the parties hereby agree as follows:

- 1) The Grantor of the Grant funds is the County of Sherburne. The County's Authorized Representative is the County Solid Waste Administrator, Sherburne County Zoning Administration, 13880 Business Center Drive, Elk River, MN 55330.
- 2) The Grantee is: **City of Elk River**, 13065 Orono Pkwy, Elk River, MN. The Grantee's Authorized Representative is: Tim Sevcik, City of Elk River.
- 3) Notwithstanding the date of the signatures of the parties, the term of this Agreement is February 1, 2024 through January 31, 2025, or until terminated by law or in accordance with the terms of this Agreement. Sections 4(D), (E), (G), (H) and (I) shall survive any termination of this Agreement.
- 4) The County has agreed to reimburse the Grantee in an amount not to exceed **\$40,000.00** (the "SCORE Funds"), pursuant to the following conditions:
 - A. The SCORE Funds shall be paid to the Grantee as a reimbursement for Grantee's expenses incurred during calendar year 2024, only after verification by the Grantee that such sums were expended for the purpose of:
 - Grinding, chipping, hauling, and removal of source separated compostable materials and tree waste at the Elk River public yard waste site located in Sherburne County and operated by the Grantee, for the purposes of: reuse, recycling, and composting;
 - Costs related to securing, maintaining and operating the Site;
 - Employee hours for operating and maintaining the Site; and
 - Insurance Costs.
 - B. Requests for reimbursement are to be submitted quarterly by the Grantee and shall be accompanied by invoices or other documentation of Grantee's costs, including verification that such expenses incurred have been paid by the Grantee. Grantee shall provide a detailed invoice accounting for staff time incurred while on Site, and a description of those hours. Upon verification by the County that Grantee's requests for reimbursement comply with the terms and conditions of this Agreement, the County will promptly reimburse the Grantee for those eligible expenses. All requests for reimbursement for allowable expenses incurred during calendar year 2024 shall be submitted to the County no later than January 31, 2025.
 - C. The total obligation for all reimbursements to the Grantee under this Agreement shall not exceed **\$40,000.00** unless the County approves a supplemental grant allocation as provided below.

The County has allocated a total 2024 SCORE budget of \$155,000.00 for yard waste composting reimbursement through grant agreement with the cities of Becker, Big Lake, Elk River and Zimmerman (the "Municipal Yard Waste Agreements"). If Grantee's authorized expenses exceed the initial amount of SCORE Funds provided pursuant to this Agreement (\$40,000.00), Grantee may request additional 2024 SCORE Funds from the County. If other cities have not requested reimbursement for the full amount of their initial 2024 SCORE Funds (as determined by the County after submission of all 2024 fourth quarter requests) and monies remain in the County's 2024 municipal yard waste SCORE budget, the County may, in its sole discretion, award additional SCORE Funds to Grantee, in an amount to be determined by the County. The County's total obligation for all reimbursements under the Municipal Yard Waste Agreements shall not exceed \$155,000.00.

- D. **Waste Management Hierarchy Observed:** The Parties acknowledge that Minnesota State Statute 115A.02 and the County's Solid Waste Management Plan provides for an integrated waste management system that prioritizes source separated organics composting above landfilling. The Parties also recognize that the carbon material resulting from the composting operations funded with this SCORE grant are a necessary component for any organics composting program. Therefore, as a condition of receiving the grant provided for in this Agreement, Grantee shall make all carbon material resulting from Grantee's composting operations available for any source separated organics recycling program located within Sherburne County. The County will provide Grantee notice when a source separated organics composting program is available to accept Grantee's carbon waste material. Following such notice, Grantee may not dispose of such material at any location or use such material for any purpose other than at a designated source separated organics composting program. If Grantee's transportation and disposal costs increase as a result of transporting the carbon material to a designated source separated organics composting program, the County will increase the grant provided for in this Agreement in an amount equal to Grantee's increased transportation and disposal costs. Grantee's failure to make its carbon waste material available for a source separated organics composting program following notice by the County may result in termination of this Agreement and the loss of any and all grant funds.
- E. The Grantee shall indemnify and hold harmless the County of Sherburne and its agents, employees, and designates from any and all damages or financial obligations that the Grantee incurs in the recycling project and pursuant to this Agreement. This paragraph does not diminish, with respect to any third party, any defense, immunity or liability limit that the County or the Grantee may enjoy under law.
- F. The Grantee shall not sell, dispose of, or use in any manner not authorized pursuant to Section 4(A) above, any equipment or materials purchased with the SCORE Funds, without the County's prior written approval. The County shall have the right to match any bona fide offer for the equipment at the fair market value of the equipment or material, less the amount of the SCORE Funds provided to Grantee and used to purchase the equipment or material. This right shall remain vested in the County throughout the term of this Agreement and for a period of two (2) years after termination or expiration of this Agreement. The Grantee further agrees that in the event that Grantee's members close the public compost facilities and/or the equipment or materials purchased with SCORE Funds are no longer used for the purposes identified in Section 4(A) above within two (2) years following expiration or termination of this Agreement, Grantee shall reimburse the County a proportionate amount of the SCORE Funds used to purchase any equipment or materials. The proportionate amount shall be determined based on the depreciated value of the equipment or materials as determined in accordance with IRS tax codes.

- G. During the two (2) year term identified in Section F above, Grantee shall allow Sherburne County residents access to the Elk River yard waste site operated by the Grantee for the collection of organic materials from Sherburne County residential properties at no charge. In the event Grantor does not provide any additional SCORE Funds to Grantee during the two (2) year term identified in Section F above and Grantee implements a charge at the yard waste site, Grantee shall allow all Sherburne County residents access to the public compost site operated by the Grantee at the same charge imposed on the residents of the City in which the yard waste site is located.
- H. Grantee shall coordinate any publicity regarding Grantee's activities under this Agreement with the County to ensure that any such publicity includes the Minnesota Pollution Control Agency logo and identifies that the Grantee's activities are funded in part by the State of Minnesota.
- I. The provisions of this grant and this Grant Agreement do not constitute a joint venture or enterprise between the Grantee and the Grantor.
- J. Grantee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Grantee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made, or longer if any audit in progress requires a longer retention period.
- K. All data collected, created, received, maintained, or disseminated, or used for any purpose in the course of the Grantee's performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota 1984, Section 13.01, et seq., or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. Grantee agrees to abide by these statutes, rules and regulations and as they may be amended.
- L. Grantee agrees that, in coordinating the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. Grantee agrees to comply with all Federal, State, and local non-discriminate laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972.
- M. Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2 pertaining to worker's compensation insurance coverage. The Grantee's employees and agents will not be considered County employees. Any claims that may arise under the Minnesota Worker's Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the County's obligation or responsibility.
- N. The parties shall abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to the Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota.

- O. It is the responsibility of Grantee or contractor to pay prevailing wages on construction projects to which state prevailing wage laws apply (Minn. Stat. § 177.42-177.44). All laborers and mechanics employed by recipients of state grant funds and subcontractors funded in whole or in part with these state funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

The parties may terminate this Agreement without delay if Grantee provides written notice to the County that it has submitted and received payment for all invoices for work that it will perform under this Agreement and that Grantee declines the opportunity to receive any additional grant funds under this Agreement; to the extent such funds remain available. In such case, termination shall be effective immediately as of the date designated by the parties in writing.

GRANTEE:

City of Elk River Mayor

Date

ATTESTED TO:

Elk River City Clerk

Date

SHERBURNE COUNTY BOARD OF COMMISSIONERS

Sherburne County Board Chair

Date

ATTESTED TO:

Sherburne County Administrator

Date

Agreement approved by County Attorney's Office



Request for Action

To
City Council

Item Number
4.8

Meeting Date
April 1, 2024

Prepared By
Ryan Sandhoefner, Engineer I

Item Description
2023 Street Improvements - Change Order 3

Reviewed by:
Justin Femrite, Public Works Director/Chief Engineer 3/28/2024
Cal Portner, City Administrator 3/28/2024
Tina Allard, City Clerk 3/28/2024

Action Requested

Approve, by motion, Change Order 3 for the 2023 Street Improvement Project.

Background/Discussion

Taking advantage of 2023 pricing in our existing pavement management contract with North Valley, Inc., who is already scheduled to return and complete the final lifts of pavement from the 2023 construction project, we have prepared a Change Order to include our 2024 trail and parking lot pavement rehabilitation as part of their work. The work to be completed is described as follows:

- Reconstruct the trailway from Macon St to Joplin St along Mississippi Road
- Reconstruct the trailway between Heritage Landing and Mississippi Oaks Plats
- Twin Lakes Estates Trail Connection
- Trott Brook Barn Trail and Drainage Improvements
- Overlay Trott Brook Barn Parking Lot
- Chamber of Commerce Parking Lot

Financial Impact

The total cost of the proposed Change Order 3 is \$310,940.48 and will be funded through the Pavement Management Fund. These costs are within the budgeted amounts planned in the Capital Improvement Plan.

Mission/Policy/Goal

Responsible for every dollar - good stewards

Attachments

1. Change Order 3 - 2023 Street Improvements
2. Project Maps

The Elk River Vision

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



Date of Issuance: **April 2, 2024**
 Owner: **City of Elk River**
 Contractor: **North Valley, Inc.**
 Engineer: **Bolton & Menk, Inc.**
 Project: **2023 Street Improvements Project**

Effective Date: **April 2, 2024**
 Owner's Contract No.:
 Contractor's Project No.:
 Engineer's Project No.: **0R1.128082**
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

The following items are requested to be added to the 2023 Street Improvements Project:

1. **Reconstruct trail from Macon St to Joplin St (1,050')**
 - a. Remove bituminous trail and common ex, reconstruct trail including class 5. Build 2 pedestrian ramps on the Kent Street crossing.
2. **Reconstruct trail between Heritage Landing and Mississippi Oaks Plats (1,930')**
 - a. Remove bituminous trail and common ex, reconstruct trail including class 5.
3. **Twin Lakes Estates Trail Connection (330')**
 - a. New class 5, bituminous trail, and restoration of area.
4. **Trott Brook Barn Trail**
 - a. New 6" downspout drain, remove and regrade trail to slope away from barn, replace trail and restore site.
5. **Trott Brook Barn Parking Lot & Trail**
 - a. 1.5" mill & overlay of the existing parking lot, miscellaneous concrete repairs, and restriping parking stalls.
6. **Elk River Area Chamber of Commerce Parking Lot (509 US-10)**
 - a. 1.5" mill & overlay of the existing parking lot, miscellaneous concrete repairs, and restriping parking stalls.

See attached quote from North Valley, Inc. for a list of itemized quantities and the unit prices that will be used as the basis for payment of these change order items.

Items 270 and 280 in the attached quote are mutually exclusive. Only one of the two options would be used. For the purposes of this change order, we have included the higher cost alternative in the increase in project cost for this change order. Once work is performed it will be determined if the lower cost alternative could be used.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$ <u>5,433,358.71</u>	Substantial Completion: <u>November 3, 2023</u>
	Ready for Final Payment: <u>June 21, 2024</u>
Increase from previously approved Change Orders:	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> :
\$ <u>75,713.40</u>	Substantial Completion: <u> </u>
	Ready for Final Payment: <u> </u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>5,509,072.11</u>	Substantial Completion: <u> </u>
	Ready for Final Payment: <u> </u>
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ <u>299,050.88</u>	Substantial Completion: <u> </u>
	Ready for Final Payment: <u> </u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>5,808,122.99</u>	Substantial Completion: <u>November 3, 2023</u>
	Ready for Final Payment: <u>June 21, 2024</u>

RECOMMENDED:

By: Jean W. Cook
 Engineer (if required)
 Title: Project Manager
 Date: 3/22/2024

ACCEPTED:

By: Justin Ferrite
 Owner (Authorized Signature)
 Title: Public Works Director
 Date: 3-28-24

ACCEPTED:

By: [Signature]
 Contractor (Authorized Signature)
 Title: P.M.
 Date: 3/28/2024



Contact:

Phone:

Fax:

Quote To:

Job Name:

Date of Plans:

Revision Date:

Phone:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	MOBILIZATION	1.00	LS	25,050.99	25,050.99
20	REMOVE CONCRETE CURB AND GUTTER	239.00	LF	20.58	4,918.62
30	REMOVE BITUMINOUS PAVEMENT	3,614.00	SY	4.03	14,564.42
40	REMOVE CONCRETE PAVEMENT	435.00	SF	4.11	1,787.85
50	SALVAGE AND REINSTALL LANDSCAPING WALL	15.00	LF	43.81	657.15
60	COMMON EXCAVATION (CV) (P)	799.00	CY	34.18	27,309.82
70	AGGREGATE BASE CLASS 5 (CV)	776.00	CY	58.31	45,248.56
80	BITUMINOUS PATCH SPECIAL TRAIL (MIX ONLY) 2.5"	3,981.00	SY	17.06	67,915.86
90	MILL BITUMINOUS SURFACE (1.5")	2,082.00	SY	6.29	13,095.78
100	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	175.00	TON	133.35	23,336.25
110	6" PVC PIPE DRAIN	55.00	LF	40.53	2,229.15
120	ADJUST CASTING (MH)	2.00	EA	1,204.84	2,409.68
130	ADJUST CASTING (CB)	1.00	EA	711.95	711.95
140	4" CONCRETE WALK	135.00	SF	16.43	2,218.05
150	6" CONCRETE WALK	300.00	SF	27.38	8,214.00
160	CONCRETE CURB AND GUTTER B618	239.00	LF	38.34	9,163.26
170	TRUNCATED DOMES	40.00	SF	54.77	2,190.80
180	TRAFFIC CONTROL	1.00	LS	2,628.73	2,628.73
190	COMMON TOPSOIL BORROW	205.00	CY	58.05	11,900.25
200	FERTILIZER TYPE 3	175.00	LB	1.30	227.50
210	SEEDING	0.50	ACRE	328.60	164.30
220	SEED MIXTURE 25-151	150.00	LB	9.85	1,477.50
230	HYDRAULIC BONDED FIBER MATRIX	1,750.00	LB	1.85	3,237.50
240	4" SOLID LINE MULTI-COMPONENT (WHITE)	655.00	LF	3.94	2,580.70
250	PAVEMENT MARKING SPECIAL	9.00	SF	26.29	236.61
260	SANITARY SEWER SERVICE REPAIR	1.00	LS	7,393.20	7,393.20
270	ALT 1- SITE 3 OVERLAY TRAIL 2.5"	480.00	SY	24.77	11,889.60
280	ALT -2 SITE 3 REMOVE- REPLACE TRAIL W/ CL-5 & BIT	480.00	SY	37.88	18,182.40

Page 1 of 2

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$310,940.48

NOTES:

***ALT 1 AND ALT 2 IS PER DISCUSSION WITH RYAN

***ITEM 80 "BIT PATCH SPECIAL" IS FOR 2.5" OF ASPHALT ONLY

***SUBGRADE CORRECTION IS NOT INCLUDED

***BIT CURB IS NOT INCLUDED

***NORTH VALLEY WILL NOT WARRANTY THE PED RAMPS WE CROSS. IF THEY BREAK AND NEED TO BE REPLACED IT WILL BE AT THE CHANGE ORDER PRICE.

***ITEM 260 "SANITARY SEWER SERVICE IS LUMP SUM". IT WAS CALCULATED WITH A 30' X 30' AREA. IF THE AREA IS LARGER WE WILL NEED TO RENEGOTIATE THE CONTRACT PRICE. ROAD WILL NEED TO BE CLOSED FOR THE REPAIR.

BOND IS INCLUDED, CANNOT DEDUCT FOR ONE
PRICE INCLUDES TAX

RETAINAGE HELD PER OWNERS SPECIFICATIONS

THIS QUOTE IS PER THE AGC STANDARD SUB-CONTRACT AGGREEMENT FOR HIGHWAY/HEAVY-INDUSTRIAL DIVISION (1956 EDITION, REVISED 1966, REVISED 1980 AND RIDER 1986 REVISION)
UPON REQUEST, NORTH VALLEY, INC. SHALL BE PROVIDED WITH THE LEGAL DESCRIPTION OF THE PROPERTY, THE NAME AND ADDRESS OF THE OWNER.

NORTH VALLEY, INC. SHALL NOT BE OBLIGATED TO COMMENCE OR CONTINUE SUBCONTRACT WORK UNLESS ADEQUATE ASSURANCE OF PAYMENT IS RECEIVED.

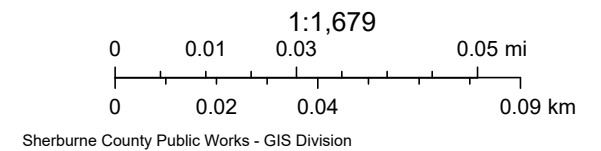
QUOTE MAY BE WITHDRAWN IN TEN DAYS.

RESPONSIBLE CONTRACTOR DOCUMENTATION AVAILABLE UPON REQUEST.

Reconstruct trail from Macon St to Joplin St



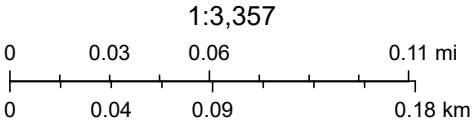
March 28, 2024



Reconstruct trail between Heritage Landing and Mississippi Oaks Plats



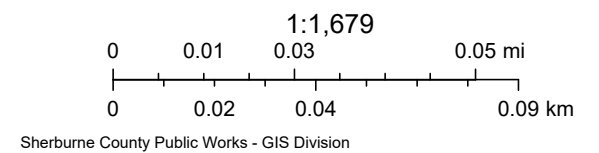
March 28, 2024



Twin Lakes Estates Trail Connection



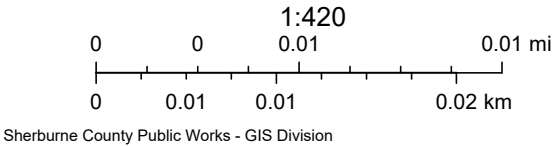
March 28, 2024



Overlay Trott Brook Barn Parking Lot



March 28, 2024



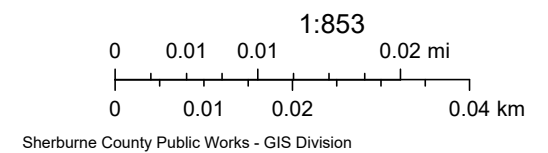
Trott Brook Barn



Overlay Chamber of Commerce Parking Lot



March 28, 2024





Request for Action

To
City Council

Item Number
8.1

Meeting Date
April 1, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Discuss Work Session Items

Reviewed by:

Action Requested

Review work session items listed below and identify future work session topics.

Background/Discussion

Work sessions will be added to the end of regular meetings on the first and third Mondays as needed. At the first Council meeting of each month, staff will present a list of future work session topics for Council review.

Proposed work session topics are as follows:

- Orono Lake Improvement District and Staff Roles
- Statewide Affordable Housing Aid

Financial Impact
None

Mission/Policy/Goal

The Council-adopted mission statement includes components to responsibly grow, meet changing needs (agile), and be ethical, efficient, and responsible.

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
9.1

Meeting Date
April 1, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by:
Cal Portner, City Administrator 3/26/2024
Tina Allard, City Clerk 3/27/2024

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion

The Mayor and Councilmembers serve as liaisons to multiple committees and commissions. The first meeting of the month provides an opportunity for the Council to provide updates on the work of those committees and commissions.

- **Energy City Commission** – CM Grupa
- **Multipurpose Facility Commission** – CM Wagner
- **Heritage Preservation Commission** – CM Grupa
- **Library Board** – Mayor Dietz
- **Parks and Recreation Commission** – CM Beyer
- **Planning Commission** – CM Westgaard
- **Utilities Commission** – CM Westgaard
- **Region 7W** – Mayor Dietz

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
The City Mission and Vision Statements

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
11.1

Meeting Date
April 1, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Policy: Tax Increment Financing for Housing

Reviewed by:
Cal Portner, City Administrator 3/28/2024
Tina Allard, City Clerk 3/28/2024

Action Requested
Item presented for information and discussion purposes.

Background/Discussion

There have been multiple inquiries regarding possible multifamily housing development projects in Elk River. Some have inquired if Tax Increment Financing (TIF) would be available. Within the current parameters of the TIF policy, housing constitutes an eligible type of project for which TIF may be considered, specifically for those projects that address needs in the city's most recent housing study. However, TIF has been primarily used in Elk River for commercial or industrial projects. In the case of recent housing projects that utilized TIF, there were underlying redevelopment or remediation costs.

A recent inquiry has asked whether the City Council is supportive of using TIF on a traditional multifamily housing project. Staff would like to discuss the Council's policy position on TIF for housing and possibly initiate a process to consider formal changes to the published TIF policy.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission.

- Attachments**
1. Current TIF Policy
 2. Excerpt 2018 Housing Study

The Elk River Vision

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



Tax Increment Financing Policy

Tax Increment Financing Policy

Purpose

The purpose of this policy is to ensure development receiving Tax Increment Financing (TIF) is consistent with the long-term city *Comprehensive Plan*, Strategic Plan, *Mississippi Connections Plan* and/or most recent Housing Study. This is a guide for processing and review of TIF applications. The City of Elk River shall utilize TIF to encourage desirable development or redevelopment that would not otherwise occur but for TIF.

The city is empowered to utilize TIF by the Minnesota Tax Increment Financing Act, as amended in Minnesota Statutes 469-174 through 469-1794. The city provides the minimum amount of TIF at the shortest term required for a project to proceed. The city reserves the right to approve or reject projects on a case-by-case basis, taking into consideration established policies, project criteria, and demand on city services in relation to the potential benefits from the project. Projects meeting policy criteria are not guaranteed the award of TIF. Approval or denial of a certain project is not a precedent for approval or denial of another project.

The City Council and Economic Development Authority and the Housing and Redevelopment Authority can deviate from this policy for projects that supersede the objectives identified herein.

Authority

Minnesota Statutes 469-174 through 469-1794 govern the use of TIF and exceed any issues that conflict with this policy.

Public Purpose

The City of Elk River will consider TIF for projects that achieve one or more of the following:

1. Demonstrate long-term benefits to the community.
2. Retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits through:
 - Diversification of the local economy
 - Significant addition of permanent, high-wage, full-time jobs
 - Addition of jobs attractive to those unemployed or underemployed
3. Significantly increases the city's commercial and industrial tax base.

4. Demonstrates the ability to encourage unsubsidized private development through “spin off” development.
5. Facilitates the development process and achieves development on sites that would not develop “but for” the use of TIF.
6. Removes blight and/or encourages redevelopment of commercial and industrial areas resulting in high quality redevelopment and private reinvestment.
7. Offsets redevelopment costs (i.e. contaminated site cleanup) over and above the costs normally incurred in development.
8. Aids the implementation of the *Mississippi Connections Plan*.

Policy Statements

1. The primary intent of TIF is direct funding for public improvements and secondarily for developer assistance.
2. The use of TIF shall be in accordance with state law. The more restrictive language will apply when a conflict exists between this policy and state law.
3. Projects must be consistent with the *Comprehensive Plan* and/or the *Mississippi Connections Plan*.
4. Projects must be consistent with the Strategic Plan for Economic Development and/or the most recent Housing Study.
5. Preferred projects promote the completion of major public improvement projects within the city such as the installation of trunk sewer and water lines and major transportation projects.
6. The level of assistance provided will be determined on a case-by-case basis as referenced in Public Purpose.

Based on the extent to which the project achieves the policy statements (1-6 above), the city will consider TIF for projects in the following categories:

- Manufacturing
- Major office warehouse/production facilities
- Research and development
- Commercial projects encouraging substantial redevelopment of substandard properties
- Housing needs identified in the most recent city housing study

1. Assistance for TIF is required to meet the uses identified by statute including, but not limited to the following:
 - Public improvements
 - Land acquisition and land write down
 - Loans
 - Site preparation and improvement
 - Demolition
 - Legal, administration, and engineering
2. The preferred method of TIF is pay-as-you-go for eligible costs as reimbursement, upfront financing maybe considered on a case-by-case basis.
3. A maximum of ten percent (10%) of any tax increment received from the district shall be retained by the city to reimburse administrative costs.
4. All TIF assistance must be accompanied by a signed development agreement including a minimum assessment value. The developer must provide additional financing guarantees to ensure completion of the project, including, but not limited to: letters of credit, personal guarantees, corporate guarantees, etc.
5. TIF District's shall be limited to the minimum term necessary to meet the project needs. Only projects exceeding the objectives identified in this policy will be considered to exceed the following general thresholds:
 - Redevelopment District 15 Years (Max is 26)
 - Housing District 15 Years (Max is 26)
 - Soils Condition District 15 Years (Max is 21)
 - Renewal and Renovation District 10 Years (Max is 16)
 - Economic Development District 8 Years (Max is 9)
6. Policy Considerations
 - Each project is required to meet the “but-for” test to determine the need for and level of assistance. This test and the amount of tax increment generated determines the district's term. It is difficult to facilitate a redevelopment, housing or soils condition district for less than the maximum term as the extraordinary costs involved are usually significant.
 - The term of the district could coincide with the amount of tax increment the city has to spend on its priorities within a project area.
 - Of all the TIF districts, the Economic Development District is most often the one limited to a lesser term. Economic Development Districts are really “incentive” districts where it is not so much the extraordinary costs as it is an “incentive” to get a business to locate in a community. In the other districts, the costs are easily identifiable and usually significant such as demolition, relocation, environmental remediation, and the cost differential between market rate and income/rent restricted housing.

7. Developers receiving TIF assistance shall provide a minimum of ten percent (10%) cash equity investment in the project. TIF will not be used to supplant cash equity.
8. TIF will not be used in circumstances where land and/or property price is in excess of fair market value. A third-party appraiser agreed upon by the city and developer will determine the fair market value of the land.
9. The developer shall demonstrate a market demand for a proposed project. TIF shall not be used to support purely speculative projects.
10. The developer shall adequately demonstrate, to the city's sole satisfaction, an ability to complete the proposed project based on past development experience, general reputation, and credit history, among other factors, including the size and scope of the proposed project.
11. For the purposes of underwriting the proposal, the developer shall provide any requested market, financial, environmental, or other data requested by the city or its consultants.
12. The city of Elk River shall only use TIF to encourage economic growth and development within the city limits.

Application Process

1. Applicant submits a complete application and a \$10,000 application deposit by the first Monday of the month. The application deposit will be used toward the cost of services provided in the evaluation of financial feasibility, establishment or modification of the district, and preparation of legal documents and agreements. An additional deposit of \$10,000 shall be required for projects requiring statutory redevelopment substandard tests. The applicant shall reimburse the city for professional services in excess of the initial deposit. Deposit portions not utilized shall be refunded.
2. City staff reviews the application for completeness and submits the application to the city's financial consultant for review and preparation of a financial analysis.
3. The Joint Finance Committee shall review the proposal's financial strength and make a recommendation to the appropriate commission with findings of fact.
4. The appropriate authority reviews the proposal and the recommendation to determine conformance with this policy. The authority makes a recommendation to the City Council.
5. After meeting the statutory requirements for establishing the Tax Increment District, the City Council holds a Public Hearing and takes action on the proposal (Approximately 45-60 days).

APPLICATION FOR TAX INCREMENT FINANCING

A. APPLICANT INFORMATION

Name of Entity_____

Address _____

Primary Contact _____

Address _____

Phone _____ Fax _____ Email _____

Brief description of the entity business, including history, principal product or service:

Brief description of the proposed project:

Attorney Name _____

Address _____

Phone _____ Fax _____ Email _____

Accountant Name _____

Address _____

Phone _____ Fax _____ Email _____

Contractor Name _____

Address _____

Phone _____ Fax _____ Email _____

Engineer Name _____

Address _____

Phone _____ Fax _____ Email _____

Architect Name _____

Address _____

Phone _____ Fax _____ Email _____

B. PROJECT INFORMATION

1. The project will be:
☐ Redevelopment District
☐ Housing District
☐ Soils Condition District
☐ Renewal and Renovation District
☐ Economic Development District
2. The project will be: ☐ Owner Occupied ☐ Leased Space
3. Project Address _____
- Legal Description & Parcel Identification Number(s) _____

4. Site Plan and Preliminary Construction Plans Attached: ☐ Yes ☐ No
5. Amount of Tax Increment Requested for:
Land Purchase \$ _____
Public Improvement \$ _____
Site Improvement \$ _____
6. Current Real Estate Taxes on Project Site: \$ _____
Estimated Real Estate Taxes upon Completion: Phase I \$ _____
Phase II \$ _____
7. Construction Start Date: _____
Construction Completion Date: _____
If Phased Project: _____ Year _____ % Completed
_____ Year _____ % Completed

C. PUBLIC PURPOSE

It is the policy of the City of Elk River that the use of Tax Increment Financing should result in a benefit to the public. Please indicate how this project will serve a public purpose.

_____ Job Creation/Retention:

_____ Number of existing jobs

_____ Number of jobs created by project

_____ Average hourly wage of jobs created/retained

_____ New industrial development, which will result in additional private investment in the area.

_____ Enhancement or diversification of the city's economic base.

_____ The project contributes to the fulfillment of the City's Plan.

_____ Removal of blight or the rehabilitation of a high profile or priority site.

_____ Significantly increase the City's tax base.

_____ Other:_____

D. SOURCES & USES

<u>SOURCES</u>	<u>NAME</u>	<u>AMOUNT</u>
Bank Loan		\$
Other Private Funds		\$
Owner Cash Equity		\$
Fed Grant/Loan		\$
State Grant/Loan		\$
EDA Micro Loan		\$
Tax Increment		\$
ID Bonds		\$
TOTAL		\$

<u>USES</u>	<u>AMOUNT</u>
Land Acquisition	\$
Site Development	\$
Construction	\$
Machinery & Equipment	\$
Architectural & Engineering Fees	\$
Legal Fees	\$
Interest During Construction	\$
Debt Service Reserve	\$
Contingencies	\$
TOTAL	\$

E. ADDITIONAL DOCUMENTATION AND CHECKLIST

Applicants will also be required to provide the following documentation.

- _____A) Written business plan, including a description of the business, ownership/management, date established, products and services, and future plans
- _____B) Financial Statements for Past Two Years
 - _____ Profit & Loss Statement
 - _____ Balance Sheet
- _____C) Current Financial Statements
 - _____ Profit & Loss Statement to Date
 - _____ Balance Sheet to Date
- _____D) Two Year Financial Projections
- _____E) Personal Financial Statements of all Major Shareholders
 - _____ Current Tax Return
- _____F) Letter of Commitment from Applicant Pledging to Complete During the Proposed Project Timeline
- _____G) Letter of Commitment from the Other Sources of Financing, Stating Terms and Conditions of their Participation in Project
- _____H) Application deposit of \$10,000, with any unused portion to be refunded.
- _____I) Construction Plans and Itemized Project Construction Statement
- _____J) Attach the following documentation as Exhibits
 - _____ Exhibit A – Entity Documents
 - _____ Exhibit B – Description of Project
 - _____ Exhibit C – List of Shareholders/Partners
 - _____ Exhibit D – *But-For* Analysis
 - _____ Exhibit E – List of Prospective Lessees
 - _____ Exhibit F – Legal Description and PID Number(s)

Note: All Major shareholders will be required to sign personal guarantees if up front financing of the project is required.

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned's knowledge. The undersigned authorizes the City of Elk River to check credit references and verify financial and other information. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name_____Date_____

Tax Increment Financing Policy History

Adopted by:	On (date)	Item #
City Council	12/4/2017	
EDA	11/20/2017	
HRA	11/6/2017	

DEMAND SUMMARY AND HOUSING RECOMMENDATIONS

TABLE CR-2 RECOMMENDED HOUSING DEVELOPMENT CITY OF ELK RIVER 2017 to 2025					
	Purchase Price/ Monthly Rent Range¹	No. of Units	Pct. of Total	Development Timing	
Owner-Occupied Homes					
Single Family²					
Entry-level	>\$225,000	65 - 70	24%	2018+	
Move-up	\$250,000 - \$350,000	155 - 165	56%	2018+	
Executive	\$350,000+	55 - 60	20%	2018+	
Total		275 - 295	100%		
Townhomes/Detached Townhomes/Twinhomes²					
Entry-level	>\$200,000	30 - 35	46%	2018+	
Move-up	\$200,000+	35 - 40	54%	2018+	
Total		65 - 75	100%		
Total Owner-Occupied		340 - 370			
General Occupancy Rental Housing					
Market Rate Rental Housing					
Apartment-style	\$1,000/1BR - \$1,500/3BR	100 - 120	67%	2018+	
Townhomes	\$1,250/2BR - \$1,600/3BR	50 - 60	33%	2018+	
Total		150 - 180	100%		
Affordable Rental Housing					
Apartment-style	Moderate Income ³	60 - 60	67%	2018+	
Townhomes	Moderate Income ³	25 - 35	33%	2018+	
Total		85 - 95	100%		
Total Renter-Occupied		235 - 275			
Senior Housing (i.e. Age Restricted)					
Active Adult Affordable Rental	Moderate Income ³	35 - 40	29%	2018+	
Active Adult Market Rate Rental ⁴	\$950/1BR - \$1,200/2BR+	50 - 60	43%	2019+	
Independent Living (Congregate)	\$1,750/1BR - \$1,950/2BR	30 - 40	27%	2020+	
Total		115 - 140	100%		
Total - All Units		690 - 785			
¹ Pricing in 2015 dollars. Pricing can be adjusted to account for inflation. ² Recommendations include the absorption of some existing previously platted lots. ³ Affordability subject to income guidelines per MHFA. See Table HA-1 for Sherburne County Income limits. ⁴ Alternative development concept is to combine active adult affordable and market rate active adult into mixed-income senior community Note - Recommended development does not coincide with total demand. Elk River may not be able to accommodate all recommended housing types based on a variety of factors (i.e. development constraints, land availability, etc.)					
Source: Maxfield Research & Consulting, LLC					

There are over 300 future single family lots planned/proposed based on Table FS-7. If all of these lots were platted, the above recommended single family lots would be absorbed. The industry recommends a three- to five-year lot supply. Based on the average lot absorption of 83 lots per year from the past three years (2015-2017), the City of Elk River currently falling short of a three-year lot supply and would need to add nearly 90 lots to the market. A portion of the planned future lots would be able to bring the community to the recommended supply.



Request for Action

To
City Council

Item Number
11.2

Meeting Date
April 1, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description

Tax Increment Financing Reimbursement: Main Street & Gates Avenue

Reviewed by:

Cal Portner, City Administrator	3/28/2024
Tina Allard, City Clerk	3/29/2024

Action Requested

Item presented for information and discussion purposes.

Background/Discussion

As the redevelopment plan for the Main and Gates site took shape in 2017, the HRA and city contemplated the possibility a Tax Increment Financing (TIF) district may occur for a future project on the site. As the acquisition and demolition costs incurred by the HRA for assembling and preparing the site are normally TIF-eligible expenses, the HRA and city took action to preserve the ability to have those costs reimbursed to the HRA by a future TIF district. In 2017, and subsequently amended in 2019 and 2020, the HRA and city passed resolutions creating an inter-fund loan. The inter-fund resolution would allow up to \$1,300,000 to be reimbursed via TIF.

Generally, expenses cannot be pre-funded before TIF district creation and maintain eligibility as TIF-reimbursable expenses, except for certain acquisition costs in redevelopment TIF districts. This inter-fund loan resolution is a necessary step that allows acquisition expenses to be reimbursed through a future TIF district. There is a time limit of three years in which a TIF plan and corresponding project need to commence, or the ability to receive reimbursement lapses. This three-year period lapsed in 2023.

With a likely sale and a project moving forward in summer 2024, staff is looking for direction from the Council on whether it would like to further pursue TIF as a tool to recover the original costs of the Main and Gates acquisition. There is a possibility that a special legislative request could be submitted to seek an extension of the eligibility period. However, this would also entail the City Council intending to create a TIF district for the site as well. The project presently proposed on the site is not seeking TIF.

Financial Impact

N/A

Mission/Policy/Goal

Goal: HRA Main/Gates Project.

The Elk River Vision

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



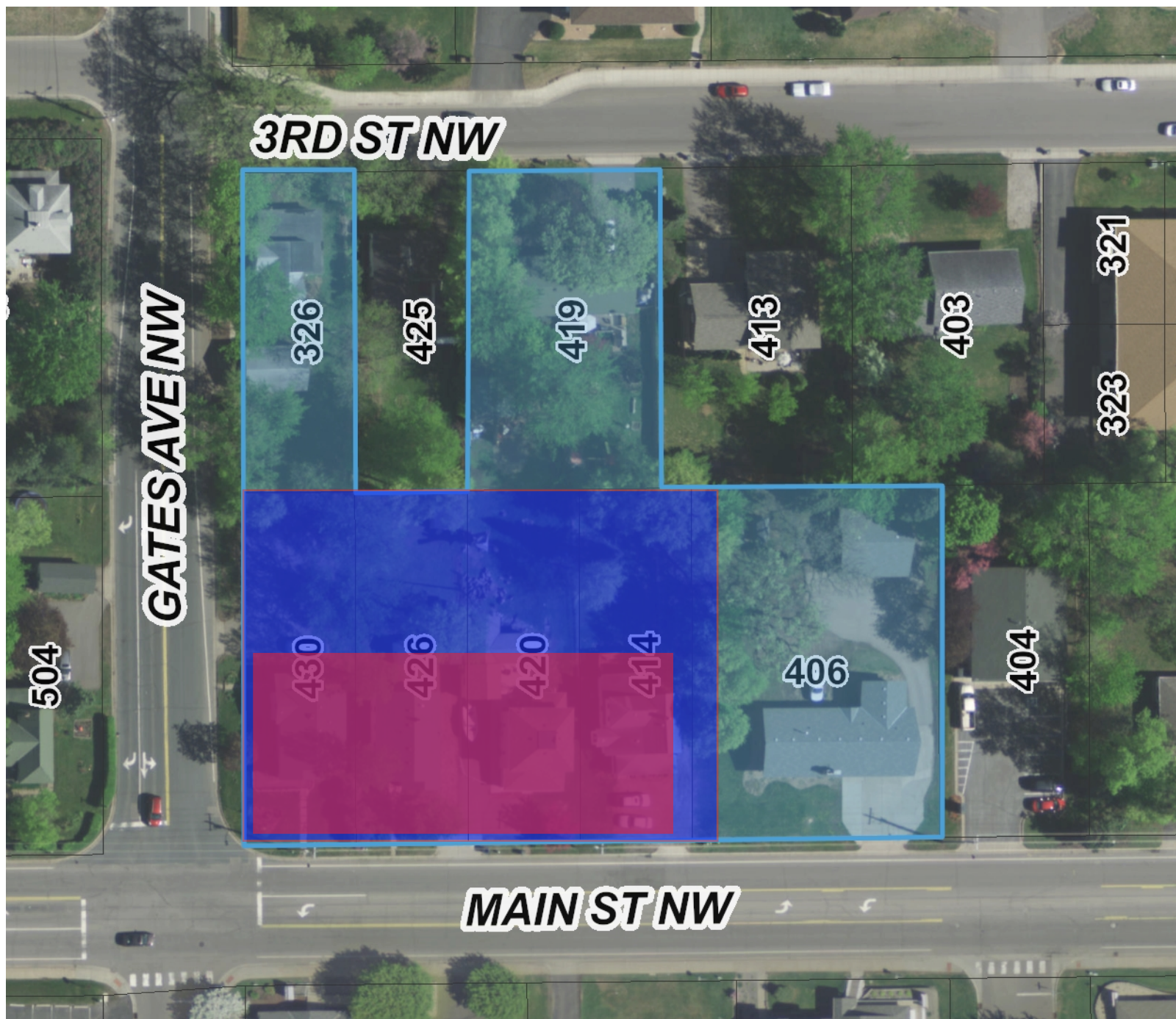
Attachments

1. Main and Gates Properties
2. Council Resolution 20-19 Interfund Loan



Legend

- City Limits
- Urban Service Area
- Parcels (1-24-2017)
- Park Areas



**Main Street/Gates Ave
NW/3rd Street NW**

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Elk River is not responsible for any inaccuracies herein contained.

0 66 Feet



City of Elk River City Council

Resolution 20- 19

A Resolution of the City Council of the City of Elk River Authorizing an Interfund Loan for Advance of Certain Costs in Connection with a Tax Increment Financing District

BE IT RESOLVED By the City Council of the City of Elk River, Minnesota (the "City") as follows:

Section 1. Background.

1.01. The City and the Housing and Redevelopment Authority in and for the City of Elk River, Minnesota (the "HRA") are considering establishing a Tax Increment Financing District which is anticipated to include certain blighted and underused real property located near the intersection of Main St NW and Gates Ave NW (the "TIF District") pursuant to Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "TIF Act").

1.02. The HRA or the City may incur certain costs related to the TIF District which may be financed on a temporary basis from available HRA funds.

1.03. Under Section 469.178, Subdivision 7 of the TIF Act, the HRA and the City are authorized to advance or loan money from any fund from which such advances may be legally made in order to finance expenditures that are eligible to be paid with tax increments under the TIF Act.

1.04. On December 1, 2017, Board of Commissioners of the City and the City Council adopted interfund loan resolutions (collectively, the "First Interfund Loan Resolution") authorizing the payment of certain costs by the HRA and the City on a temporary basis from the City's General Fund, the HRA's General Fund or any other fund from which such advances, from time to time, may be legally made (the "Fund") in an aggregate amount not to exceed the greater of \$1,100,000 or the adopted and, if applicable, the Tax Increment Financing Plan budget for the TIF District pursuant to Minnesota Statutes, Section 469.178, Subd. 7. Such costs included without limitation (i) administrative costs incurred prior to the establishment of the TIF District, subject to the limitations of the TIF Act, and (ii) certain costs incurred in connection with a study of blighting conditions, engineering, land and building acquisition, demolition and site preparation costs (the "Qualified Costs").

1.05. On October 7, 2019, the Board of Commissioners of the HRA and the City Council adopted resolutions supplementing the First Interfund Loan Resolution (the "Second Interfund Loan Resolution, and together with the First Interfund Loan Resolution, the "Original Interfund Loan Resolution").



1.06. The HRA and the City propose to amend the Original Interfund Loan Resolution to request an additional interfund loan in the maximum principal amount of \$200,000 to finance additional Qualified Costs (the "Additional Interfund Loan") in accordance with the terms of this resolution.

1.07. The Original Interfund Loan and the Additional Interfund Loan will be referred to collectively as the "Interfund Loan."

Section 2. Repayment of Interfund Loan.

2.01. The amount of the Interfund Loan is increased to \$1,300,000. Principal and interest ("Payments") on the Interfund Loan shall be paid annually on February 1 (the "Payment Date"), commencing on the first Payment Date on which the City or the HRA has received Available Tax Increment (defined below), or on any other dates determined by the City Finance Director, through the date of last receipt of tax increment from the TIF District (the "Maturity Date"). Interest shall accrue at the rate prescribed by the statute (Minnesota Statutes, Section 469.178, Subdivision 7), which is the greater of the rates specified under Sections 270C.40 or 549.09 at the time a Interfund Loan, or any part of it, is first made; provided, however, the City Finance Director is authorized to specify a lower rate

2.02. Payments on the Interfund Loan will be made from the tax increment from the proposed TIF District received by the HRA or the City from Sherburne County in the 6-month period before any Payment Date, net of the amount paid under any agreement with a private developer or otherwise pledged to the payment of any obligation (the "Available Tax Increment"), from proceeds of the sale of the property in the proposed TIF District (if any), and from any other revenues available to the HRA and the City. Payments shall be applied first to accrued interest, and then to unpaid principal, unless otherwise specified by the City Finance Director. Interest accruing from the Loan Date will be compounded semiannually on February 1 and August 1 of each year and added to principal, unless otherwise specified by the City Finance Director. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes, or contracts secured in whole or in part with available tax increment, and are on a parity with any other outstanding or future interfund loans secured in whole or in part with available tax increment.

2.03. The principal sum and all accrued interest payable under this resolution is pre-payable in whole or in part at any time by the City without premium or penalty.

2.04. To the extent that a TIF District is created, this resolution is evidence of an internal borrowing by the HRA or the City in accordance with Section 469.178, subdivision 7 of the TIF Act, and is a limited obligation payable solely from revenues pledged to the payment hereof under this resolution. The Interfund Loan shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the HRA or the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of revenues pledged hereunder.



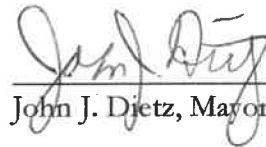
2.05. The HRA or the City, as applicable, may at any time make a determination to forgive the outstanding principal amount and accrued interest on the Interfund Loan, in whole or in part, on any date from time to time, to the extent permissible under law.

2.06. The City may from time to time amend the terms of this Resolution to the extent permitted by law, including without limitation amendment to the payment schedule and the interest rate; provided that the interest rate may not be increased above the maximum specified in Section 469.178. subd. 7 of the TIF Act.

2.07. This resolution supplements, but does not supercede, the Original Loan Resolution.

Section 3. Effective Date. This resolution is effective upon adoption.

Approved by the City Council of the City of Elk River this 6th day of April, 2020.


John J. Dietz, Mayor

ATTEST:


Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
11.3

Meeting Date
April 1, 2024

Prepared By
Brent O'Neil, Economic Development Director

Item Description
Direction on Affordable Housing

Reviewed by:
Cal Portner, City Administrator 3/28/2024
Tina Allard, City Clerk 3/29/2024

Action Requested
Item presented for information and discussion purposes.

Background/Discussion

Periodically the city is approached by developers seeking to develop affordable multi-family housing projects through participation in the state's Consolidated Housing Request for Proposals application. This application is a requisite to access certain state and federal programs providing funding to develop projects that meet state-defined affordability standards. Most recently, the City Council authorized a support letter for a project of an approximately 50-unit facility known as Coachman Ridge II to be constructed by Duffy Developments.

This project fell short of receiving the points necessary in 2023 to be awarded funding. Duffy has approached staff about whether the city has a specific plan to address housing, as such a plan potentially allows projects such as Duffy's to receive additional points in the review. As the criteria are more specific than the Comprehensive Plan and more action-oriented than the Housing Needs Study, staff does not believe an adopted plan exists in which projects originating in Elk River would receive points.

Such a plan could be implemented by the city or the HRA and must include a targeted geographic area and map, current implementation plan with goals or outcomes specific to the need identified by the city, affordable housing as a key strategy, and a list of stakeholders and their role in implementation of the initiative. Staff is looking for direction on whether the Council wishes to expand housing-related initiatives beyond the Comprehensive Plan and the Housing Needs Study.

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

