



City Council

Monday, October 6, 2025

6:30 PM

Elk River City Hall

Regular Meeting & Work Session Agenda

- 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 September 15, 2025, Special Budget Minutes

4.2 September 15, 2025, Regular Minutes

4.3 Check Register

4.4 Hire Part-Time Senior Activity Center Assistant

4.5 Hire Part-Time Building Permit Technician

4.6 Hire IT Specialist (Public Safety Emphasis)

4.7 Hire Secretary/Receptionist

4.8 Resolution 25-53: Findings of Fact for Denial of Everlight Solar Solicitor Licenses

4.9 Resolution 25-54: Donation from Elk River Nordic Ski Club

4.10 Resolution 25-55: Accept Donation of Flag

4.11 Resolution 25-57: Acknowledging Donation from Zimmerman Fire Relief Association

4.12 Resolution 25-58: Accept Funds from Sherburne County Agricultural Society

4.13 Lease Agreement 25-25 for City-owned Property Located at 509 US-10, Elk River, with the Elk River Area Chamber of Commerce.

4.14 Resolution 25-56: Grant Agreement for Toward Zero Death Program

4.15 Agreement 25-24: Authorize Grant Agreement for Traffic Safety Officer

4.16 Mortgage Satisfaction - Lot 2, Block 2, Trott Brook Crossing

4.17 Release and Termination of Deed Restrictions

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 Recognition for 30 Years of Service: Firefighter Jeremy Collins

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 Variance: Garage/Accessory Dwelling Unit Size, Jennifer Belde - 21131 Vernon St NW

8.2 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION

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

11.1 Winlectric Conditional Use Permit Discussion

11.2 Fire Station #1 Design Update

11.3 Northbound and Cannabound Design Update

11.4 2025 Elk RiverFest Recap and Plans for 2026

11.5 Wastewater and Stormwater Rate Analysis

11.6 Northeast Sewer and Water Extension Sub Area Study

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





**Meeting of the City Council
Held at the Elk River City Hall
Monday, September 15, 2025**

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

Members Absent: None

Staff Present: City Administrator Cal Portner, Economic Development Director Brent O'Neil, Business Services Director/Assistant City Administrator Joe Stremcha, Finance Manager Lori Stich, Fire Chief Mark Dickinson, Assistant Fire Chief Joe Libor, Jr., Police Chief David Kuhnly, Police Captain Darren McKernan, Police Captain Joe Gacke, Public Works Director/Chief Engineer Justin Femrite, Human Resources Manager Lauren Wipper, Community Development Director Zack Carlton, and City Clerk Tina Allard

I. CALL MEETING TO ORDER

I.1 City Council Special Budget Meeting Notice

2. 2026 BUDGET

2.1 2026 Budget Discussion

Mr. Portner explained the new budgeting software, along with net tax capacity and how property tax appraisals, new construction, and property improvements can affect a property owner's taxes.

Councilmember Wagner asked if the fleet management software could be streamlined. Mr. Portner explained that each vehicle brand has its own software. He further noted they are evaluating cost savings in various areas of fleet maintenance, along with limiting the makes of vehicles when possible.

Mayor Dietz asked how much additional revenue the city would collect from the \$2 million in net tax capacity. Mr. Portner stated it would be \$2 million times the tax rate. Mayor Dietz asked if this would decrease the levy. Mr. Portner stated it does not change the levy, but changes who pays for it. He outlined this with the tax impact handout, noting that if the tax rate stays the same, the only people who will see changes are those who added or lost value to their home.

Mayor Dietz outlined his ideas to reduce the budget:

- He asked the Elk River Municipal Utilities (ERMU) Commission about increasing the Payment in Lieu of Taxes (PILOT), noting they currently pay the city 4%. The ERMU Commission was not in favor and pointed out that they donate another .5% (\$250,000-\$300,000) for various items, but the majority for streetlight electricity. Mr. Portner questioned whether the electricity could be considered a donation because the lights belong to ERMU. He stated the city would have a utility fee passed onto the homeowner. Mayor Dietz stated ERMU is preparing a report detailing the expenditures, and he is considering going back to the Commission to ask for a 0.5% increase, which would provide the city with an additional \$200,000. He noted that most utilities nationally pay 5%.
- Take \$100,000 from Reserves.
- Move street equipment supplies and staff costs to the Pavement Management Fund, which may reduce the General Fund by about \$100,000. Mr. Femrite stated that a \$1 fee increase would increase revenue annually by \$170,000 if there were a desire to shift costs of personnel. He noted the City Council wanting to be cautious of creep when implementing this program initially and that there are state law pieces that may be of concern and should be vetted. The mayor stated that increasing the pavement management fee by \$1 would help reduce taxes by more than the \$12 per year they would pay toward this fee.

Mr. Portner stated there is not much change in property taxes with the current tax rate, and most property owners would see a decrease. He explained the 7.2% levy is needed to cover the General Fund budget. He stated if the Council reduces the levy, all the new homes are not going to pay their fair share in taxes. He stated as long as the Council keeps the tax rate steady, it's going to bring new tax revenue in and fill the general levy gap. When the Council decreases the tax levy then you are not having that new added value as everyone else that was already there previously. And some people who did not see an increase or decrease are going down even further so you are only hitting a small window of people. Councilmember Wagner noted that the staff wants the Council to focus on the tax rate versus the tax percentage, but the public doesn't understand this with their tax statement. She noted the tax rate is less than 1% from last year, but the Council should still evaluate the proposed budget.

Mr. Portner expressed concern about the sustainability of the Council's practice of taking funds from other places to fill budget gaps. He stated that when these other funds are depleted in the future, they will all have to be replaced with a high levy.

Councilmember Wagner asked if line items in the budget could be reduced by \$100,000 rather than transferring it from the fund balance. Mr. Portner stated that the Council has been reducing these numbers over many years. He reminded the Council how tight the budget was last year, expenditures were just \$68,000 less than the budgeted amount, and he further expressed concerns about unknown issues/expenses that could occur. Councilmember Wagner asked if there was anything in this budget that the city could live without. Mr. Portner stated we could change our business model and get rid of non-core services.

Councilmember Calva asked about the internal budget process with staff, which Mr. Portner explained. Councilmember Calva stated that staffing and pay increases are off the table for him. He asked if staff could review their budgets and find items they could live without. Mr. Portner stated this doesn't work because what you don't do this year is compounded the next year. He further stated that when buying down next year's budget with what we think may be a surplus in this year's budget, it is more

challenging now because we are at that point where we don't have the means to do this with such tight budget balances.

Councilmember Beyer stated the Council would be asking for an additional \$1.2 million from taxpayers. Mr. Portner stated that inflationary costs for personnel alone are 5% of the \$17 million portion of the budget.

Mr. Portner stated the city would be out of compliance with its financial management policy with the liquor fund drawdown. Mayor Dietz noted we may need to amend our policy.

Mayor Dietz suggested the Council add \$50,000 in revenue from ERMU due to a rate increase and move \$50,000 in supply expenses from the General Fund to the Pavement Management Fund. He can't support the new fire position request. He noted that with these changes, the savings would be about \$175,000, which would bring the levy close to 6%. He's not sure how the Council can do better than this at this point.

The Council discussed gambling revenue and agreed to have a future discussion on implementing a new program where gambling organizations are required to contribute a portion of their net profit to a fund administered by the city.

Mayor Dietz asked the Council if the goal was to get to a 6% preliminary tax levy for this meeting. Councilmember Beyer and Calva would like to review the fire position before determining to eliminate it, and would like to reduce \$100,000 elsewhere in the budget. Councilmembers Grupa and Wagner would like the position justified. Mayor Dietz noted the hesitancy of the Council to remove the fire position and the pavement management fund proposal and asked if the preliminary levy should be kept at 7.4%. Councilmember Calva challenged the Council to find \$73,000 to \$100,000 to cut between now and the next meeting. The Council concurred.

3. MOTION TO ADJOURN REGULAR MEETING

John J. Dietz, Mayor

Tina Allard, City Clerk



**Meeting of the City Council
Held at the Elk River City Hall
Monday, September 15, 2025**

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

Members Absent: Councilmember Cory Grupa

Staff Present: City Administrator Cal Portner, City Attorney Jared Shepherd, Economic Development Director Brent O'Neil, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Fire Chief Mark Dickinson, Finance Manager Lori Stich, Engineering Project Manager Ryan Sandhoefner, Environmental Services and Projects Specialist Joe Hale, City Clerk Tina Allard, and Deputy Clerk Jolene Richter.

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting was called to order at 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the agenda. Motion carried 4-0.

4. CONSENT AGENDA

Moved by Councilmember Beyer and seconded by Councilmember Calva to approve the following consent items as outlined in their respective staff reports. Motion carried 4-0.

4.1 September 2, 2025, Special Budget Minutes

4.2 September 2, 2025, Regular Minutes

4.3 Check Register

4.4 Temporary Liquor License: Aegir Brewing Company

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

4.6 2026 Flexible Benefits Plan

4.7 Hire Administrative Assistant for the Fire Department

5. OPEN FORUM

No one appeared for open forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the September Volunteer of the Month award to Janet McCarty. He highlighted the following:

- Thumbs Up after-school program
- CAER - bagging, greeting, and check-in
- United Way Shiver Event, Volunteer Hub Coordinator
- MOPS - mentor mom
- KTIS Krew - concerts and events around the cities
- Every Meal — Lincoln Elementary food distribution
- House Church leader at Central Lutheran Church
- Elk River Rotary - QuickBooks consulting

6.2 Proclamation: Constitution Week

Mayor Dietz recognized and presented the Constitution Week Proclamation to the Daughters of the American Revolution member, Marilyn Schroeder.

7. PUBLIC HEARINGS

7.1 Conditional Use Permit: Motor Vehicle Sales and Repair, Pavel Liashkovich - 15777 Jarvis St NW

The staff report was presented.

Mayor Dietz opened the public hearing.

Eduard Yukhimchuk, 20266 Yale Street NW, who owns and operates the business at 15777 Jarvis Street, stated that he is available to answer questions.

Mayor Dietz closed the public hearing.

Councilmember Wagner asked the applicant if they were good with the conditions. Mr. Yukhimchuk said yes.

Moved by Councilmember Calva and seconded by Councilmember Beyer to approve the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:

1. **The Conditional Use Permit shall not be recorded until all conditions have been completed.**
2. **The applicant and/or property owner must apply for all required commercial building, electrical, plumbing, and/or mechanical permits before any associated activities can occur.**
3. **Outdoor storage of damaged or inoperable vehicles shall be allowed only in the fenced-in outdoor storage area as shown on Exhibit A.**
4. **Hazardous materials shall be handled and disposed of in accordance with the Minnesota Pollution Control Agency (MPCA).**
5. **The number of motor vehicle sales dealers shall be limited to two (2).**
6. **No more than 10 “for sale” vehicles may be displayed on the subject property.**
7. **All motor vehicle repairs, body work, or detailing shall only occur inside the building.**
8. **Exterior doors shall be closed while any motor vehicle repair, body work, or detailing occurs.**
9. **A code analysis finding building code compliance for the entire building shall be prepared by appropriate registered professionals.**
10. **The parking lot shall be striped to city requirements.**
11. **Ten signs shall be installed indicating “For Sale” vehicles.**
12. **Conditions 9-11 must be completed by October 31, 2025, or the CUP will be brought to the City Council on November 17, 2025, to discuss revocation.**
13. **An amendment to this Conditional Use Permit will be required for future changes/additions not shown on Exhibit A.**
14. **Conditional Use Permit CU 23-20 shall become void.**

Motion carried 4-0.

7.2 Variance: Garage/Accessory Dwelling Unit Size, Jennifer Belde - 21131 Vernon St NW

The staff report was presented.

Mayor Dietz opened the public hearing.

Jennifer and Josh Belde, 21131 Vernon St NW, read the handout expressing the need for the accessory dwelling unit.

Mayor Dietz closed the public hearing.

Councilmember Beyer asked if there were any concerns from the neighbors. Mr. Leeseberg explained that there were questions from the neighbors about who can have an accessory dwelling unit and stated that anyone in that neighborhood could have one if space allows.

Attorney Shepherd explained that the disability portion of the request was not expressed at the Board of Adjustments. Still, it was expressed tonight, and therefore suggested they continue this item to get more information regarding the variance as it pertains to the disability criteria.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to continue Item 7.2 Variance: Garage/Accessory Dwelling Unit Size, Jennifer Belde - 21131 Vernon St NW to the October 6, 2025, Council meeting. Motion carried 4-0.

7.3 Preliminary Plat: Prairie Haven, Gavin Hemmer - 13631 192 1/2 Ave NW

The staff report was presented.

Mayor Dietz opened the public hearing.

Gavin Hemmer, 13776 189th Ave NW, stated he is available for any questions.

Mayor Dietz closed the public hearing.

Moved by Councilmember Calva and seconded by Councilmember Beyer to approve the preliminary plat of Prairie Haven. Motion carried 4-0.

7.4 Resolution 25-46: Easement Vacation in Meadowsweet Hills, 13495 Ranch Road NW - Twin Cities Land Development

The staff report was presented.

Mayor Dietz opened the public hearing. There being no one to speak to this matter, Mayor Dietz closed the public hearing.

Moved by Councilmember Beyer and seconded by Councilmember Calva to adopt Resolution 25-46 vacating all drainage and utility easements on Lot 1, Block 1, Meadowsweet Hills, subject to the condition that the plat of Meadowsweet Bend is recorded immediately after the vacation resolution. Motion carried 4-0.

7.5 Pat Briggs Planned Unit Development (PUD): Two 79-unit Apartment Buildings, Land Use Amendment, Zone Change, and Ordinance Amendment - 17379 Twin Lakes Rd NW

The staff report was presented.

Mayor Dietz opened the public hearing.

Morgan Duvall and Matt Lerfald, 17395 Twin Lakes Rd, wanted to express their concerns about an apartment building going up next to their property. They stated they did not know there was going to be an apartment building in the area when they purchased their home two years ago, and bought the property because of the character of the neighborhood, which will be completely changed if an apartment building gets built next to them.

Mayor Dietz closed the public hearing.

Moved by Councilmember Wagner and seconded by Councilmember Calva to continue the public hearing to October 20, 2025. Motion carried 4-0.

8. GENERAL BUSINESS

8.1 Everlight Solar: Appeal of Revocation of Solicitor Licenses

The staff report was presented.

Wade Shepherd, Everlight Solar Sales Development Manager, explained that the bullet points that were heard in the video are the bullet points they use as general information on how the program works. He also stated that they receive a verbal confirmation from the homeowner that they understand that Everlight is not from a power company. He added that they are invested in Minnesota and have a responsibility to the community, and would like to present themselves in a way that will be positive for the business long-term. He stated they advertise their business by going door-to-door to offer no-cost consultations to the homeowner to see a customer report for their house to understand how it works. He explained they are taking this seriously and approaching this to make sure Everlight is represented in the best light possible, because they have helped tons of people in the state of Minnesota to go solar, and they hope to continue.

Nick Carnagey, Everlight Solar Manager, explained that they take the time to get solicitors' permits to do it the right way. They work hard and get positive reviews. He explained that when they get a permit revoked, they need to list on all other cities' applications that they have had permits revoked, which affects the application process in other cities.

Mr. W. Shepherd stated that the sales representative in the video did not handle the situation very well, as they were trained to do, and needs more training. He also pointed out that the sales representative had on an Everlight Solar shirt and badge, therefore clearly representing Everlight Solar and not the city.

Councilmember Wagner explained her experience when they came to her house. She explained that it was not a very good showing by the company. She further stated that during the conversation, the salesperson was representing the Elk River Municipal Utilities (ERMU). She stated she stopped him, told him she was on the Elk River City Council, and that she knew ERMU did not hire him to represent them. She told him he was expressing incorrect information. She stated that even after she told him this, he kept talking. She then said that her answer was no, and she didn't want to be rude, but that she needed to walk away; however, he kept talking. Then she stated she said, "Please stop, I don't want to shut the door on you, but I need to walk away," and she stated that he kept talking. She walked away and said he still kept talking for 20 seconds or so, and then finally he walked away. She then confirmed with Mayor Dietz that Everlight Solar did not contract with ERMU. She then walked outside and approached them as they were still in the neighborhood and said, "Gentlemen, I am telling you, you cannot continue to represent yourself the way that you are. You are not associated with ERMU nor the city." After this encounter, she stated that her neighbors thanked her and also stated to her that the salespeople would not leave their doors and were rude. She explained there is no way she can allow them back into the community, given the way they have been acting.

Mr. W. Shepherd stated it is unfortunate that this was her experience and explained that the number of people the solicitors talk to is significant, with positive responses versus the number of complaints. He

again stated that it is unfortunate, but it is not indicative of the way they train their staff to operate.

Councilmember Wagner added she doesn't want to do a disservice to their business, but the business did a disservice to the community.

Mr. Carnagey explained that there was no opportunity to fix the situation and to train staff regarding the situation. He also stated they understood they signed an agreement when they got their solicitor's license, acknowledging their understanding of the city's rules and regulations. He explained that everyone has to start somewhere, and the person who was in the video was less than 60 days on the job. He would have liked the opportunity to have trained and fixed the situation, but instead, their licenses were already revoked at that point.

Councilmember Calva stated he felt inclined to say something because he is in sales himself, and it was really hard to watch the video. He explained that he feels this is a lesson to be learned, and the lesson is not to do this in the other communities that you work in, and he doesn't feel inclined to let them be in the city at this point.

Mr. Carnagey added that they understand there is a lesson to be learned. He then said that they are not asking for permission to knock door to door in the city, but rather if they can volunteer to turn in their licenses instead of being revoked, so they can have the opportunity to fix the situation. He further explained that revoking inhibits them in the future and eliminates them from being able to train and learn. He offered not to come into Elk River for the year 2026 and thought that would be fair.

Mr. Shepherd further added that a lot of the licensed solicitors on their list actually didn't even step foot in Elk River. They obtained a license just in case to make sure they were ready if they were to come to Elk River. He added that with the revocation, this affects those individuals as well, so instead they are requesting to relinquish the licenses, agree not to come to Elk River in 2026, and revisit in 2027 with better-trained staff.

The Council asked if that would be an option. City Attorney Jared Shepherd stated that it would be an option; they would have to reinstate the licenses for them to voluntarily relinquish the licenses.

Councilmember Beyer asked about the comment that was made about the fact that they did not get any warning or feedback before they were revoked.

Mr. W. Shepherd stated that they only saw the notice of revocation.

Councilmember Beyer wanted clarification if Everlight Solar received any complaints themselves.

Mr. W. Shepherd stated no.

Councilmember Beyer asked when the complaints started coming in.

Sara Youngs, Administration Director at ERMU, stated that she is the liaison who works closely with the solar company. She explained that when she first started, three years ago, they were in the same situation with Everlight, and at that time, the predecessor did ask for Everlight's licenses to be revoked for the same situation. She explained that they have worked with Everlight and have over 100 total solar customers in the service territory, and about eight applications are currently working with

Everlight. They have given Everlight and their personnel the same feedback that we have been hearing tonight, with an aggressive sales approach, having to sign a contract, being pushed into a contract to sign that night, and not being able to talk. They had customers say that they had follow-up questions and were not able to get out of the contract after the three-day policy. She stated she is not saying one way or another what the Council should do, just saying the simple facts. She stated that they do have a net metering program, but asked if Everlight comes back into their territory, they do not state that the customer won't receive a bill from ERMU, as they bill for five city services, so they will still receive a bill from ERMU. She also explained that the sun doesn't always shine here, so the customer is very frustrated that they still have to pay. She further explained that Everlight saying they were never told before they were revoked is not true, as it has been many years of conversations with Everlight, making sure they follow ERMU's process, and working with the frustrated customers. She stated that there are probably customers who are happy with the process, but she has received many calls that are not even documented regarding complaints, and the aggressive sales approach.

Councilmember Beyer asked if each solicitor had to sign to get a solicitor's permit. They stated that they have to sign for each solicitor online to receive a permit.

Mayor Dietz stated that he received a call that day from a resident who talked to Everlight. He is actually one of the football coaches here in Elk River, and the solicitor that he talked to was one of his former players. He stated that they were very pushy, but said he was interested, so he signed something, and they immediately wanted his bank account number. He didn't give him his bank account number. This resident stated that the last time he spoke with them, he confronted them, stating that they misrepresented themselves, stating they were from Elk River Municipal Utilities, and that they lied to him, and he wanted out. He was told that they didn't know if they could do that, as they already had permits for him. Mayor Dietz talked to the building department today, and there were no permits issued for this address for solar.

Mr. Shepherd stated that they are not working in Elk River right now and never once have they asked for bank account numbers.

Councilmember Wagner stated that it sounds like the company has an unfortunate track record, and that is really hard. She explained that she was considering giving them a chance, as it is a personal thing for her to give the younger generation a chance, but she doesn't think she can say yes to having them do business in Elk River.

Mr. Shepherd stated that the door knockers do not have the sit-down consultations and that the door knockers from 2023 are not the same door knockers as now in 2025. He stated that now all these individuals will have to put on every application that they have had their license revoked, and some have never set foot in Elk River.

Councilmember Wagner stated that, as discussed, when you are part of a team, you are part of a team. She probably would have felt different if they had walked away when asked, but they didn't.

Moved by Councilmember Wagner and seconded by Councilmember Calva to direct staff to prepare the resolution of findings upholding the revocation of the solicitor licenses. Motion carried 4-0.

8.2 Resolution 25-47: Approve Orono Lake Improvement District 2026 Budget

The staff report was presented.

Mayor Dietz asked if the dues have been the same since the start of the organization. Patrick Plant, OLID stated that it went up twice, from \$75 to \$94 then \$94 to \$100.

Mayor Dietz stated that they do a great job and they are great at what they do.

Moved by Councilmember Calva and seconded by Councilmember Beyer to adopt Resolution 25-47 approving OLID Resolution 25-01, 2026 OLID Annual Service and Activities Charge Request. Motion carried 4-0.

8.3 Orono Lake Eurasian Watermilfoil Treatment Cost Share

The staff report was presented.

Councilmember Calva asked how to treat milfoil in a lake that is also a river. Mr. Plant stated that there are different kinds of chemicals that they can use, recommended by the DNR. There is a systemic herbicide that affects the plant almost immediately.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to approve the contribution of \$975.07 to the Orono Lake Improvement District to assist with Eurasian Watermilfoil treatment costs. Motion carried 4-0.

8.4 Resolutions 25-48 and 25-49 for Land Purchase Agreements with Coborns (PID 75-00566-0220 and PID 75-00566-0210)

The staff report was presented.

Mayor Dietz asked if it would come out of the liquor store fund? Mr. O'Neil stated that it was the intention, yes.

Mayor Dietz asked if that would put us below the amount in the fund that they need. Mr. Portner stated he would have to look into it, but thinks it would be close.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Resolution 25-48 authorizing execution of a purchase agreement for real estate (PID 75-00566-0220). Motion carried 4-0.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adopt Resolution 25-49 authorizing execution of a purchase agreement for a portion of real estate (PID 75-00566-0210). Motion carried 4-0.

8.5 Fire Station #1, Northbound, and Cannabound Construction Manager at Risk Agreements

The staff report was presented.

Mayor Dietz asked if it gets delayed, how does that affect the cost?

Ben Newlin, Terra Construction, answered, stating that if there is a change in the construction schedule, their fees wouldn't change for a reasonable period of time. If were a long time, there will likely be an inflationary adjustment.

No other action was taken at this time.

8.6 Set Budget Meeting Date and Adopt Resolution 25-50 Preliminary 2026 Tax Levy

The staff report was presented.

Mayor Dietz stated that the intent is to try to work with this to lower it before the December 1st public hearing.

Councilmember Wagner explained they worked through these budgets for months, and there are still some unknowns to work through, but for today, they do need to pass the resolution with the top dollar resolution with every intent to work through the budget to bring the net change down, and stated they will continue to work.

Moved by Councilmember Calva and seconded by Councilmember Beyer to adopt Resolution 25-50 authorizing the preliminary property tax levy for collection in 2026. Motion carried 4-0.

Moved by Councilmember Beyer and seconded by Councilmember Calva to set the budget meeting for 6:30 p.m., December 1, 2025, when public comment will be taken. Motion carried 4-0.

8.7 EDA Resolution 25-51 and HRA Resolution 25-52 - 2026 Budget and Tax Levy

Moved by Councilmember Wagner and seconded by Councilmember Beyer adopt Resolution 25-51 establishing the EDA tax levy of \$429,850 for collection in 2026.

Moved by Councilmember Beyer and seconded by Councilmember Calva to adopt Resolution 25-52 establishing the HRA tax levy of \$469,450 for collection in 2026. Motion carried 4-0.

9. MOTION TO ADJOURN REGULAR MEETING

Moved by Councilmember Calva and seconded by Councilmember Beyer to adjourn the meeting of City Council. Motion Carried 4-0.

The regular meeting adjourned at 7:53 p.m. Mayor Dietz called the work session to order at 7:57 p.m.

10. WORK SESSION

10.1 E-bike/Electric Scooter on Sidewalks

The staff report was presented.

Mayor Dietz stated that the county has just passed that they can have them on trails, but with a limited speed of 20 mph.

Mayor Dietz explained that he can understand having them on the trails, but is having a hard time having them on the sidewalks, and then explained that it depends on where in the city they are, downtown versus less busy areas.

Councilmember Calva says that seniors like to use scooters and thinks that it would be an advantage for them to use them on sidewalks. He would like to find a way to make it safe for pedestrians, especially people who are older and have balance issues. He thinks bikes should ride on the road.

Councilmember Calva asked Mike Niziolek for his opinion regarding bikes on roads, as he is a bicyclist. Councilmember Calva asked his preference if he spent most of the time biking on the road. Mr. Niziolek stated yes, but doesn't think it is safe to be on the road. He said that a biker versus a car could lead to death; on the other hand, a biker versus a human could lead to injury.

Councilmember Calva continued to ask Mr. Niziolek what they could do to make bikes on sidewalks safe for pedestrians.

Mayor Dietz stated that maybe a rule depending on the area, instead of an overall rule. Mr. Niziolek explained that it would be a bigger picture where different types of bikes would be safe to use in different areas. He also suggested maybe looking at the speed of the areas as well. He suggested the most important piece is the education piece.

Mayor Dietz stated that E-bikes can go 28 mph.

Mr. Portner suggested having staff look at the sidewalk systems to identify areas with the most activity and come up with some restrictions for those areas. The Council agreed with that idea.

Mayor Dietz asked about the e-bikes, which can go 28 mph, and whether they should be off the sidewalks for sure.

Councilmember Wagner stated that if they are going 28 mph, they should be on the street, but maybe if they are going 8–10 mph.

Councilmember Calva brought up the fact that they are talking about bringing the speed down in the neighborhoods on the streets but yet an e-bike can go 28 mph.

The Council directed staff to do a sidewalk study and bring it back to the Council.

10.2 Parking Policy on Streets Near Park/Trail Access Points

The staff report was presented.

Mayor Dietz asked if they have to pave it or could it be gravel, and if it were gravel, would it reduce the

cost? Mr. Sandhoefner stated that it can be gravel, and it would reduce the cost.

Councilmember Calva asked if they could add more no-parking signs.

The Council asked Mr. Niziolek what people are doing. He stated they are using roadside parking as there is no parking lot.

Councilmember Wagner asked if Watson was that busy of a road. The consensus was that it is not a busy road.

Mayor Dietz asked how many cars are there at one time. Mr. Sandhoefner stated they have seen seven cars there at one time.

Mayor Dietz asked Councilmember Calva, when he talked to the residents, what exactly they were asking for. Councilmember Calva stated they would like the no-parking signs and neighborhood watch signs.

Mayor Dietz asked Mr. Sandhoefner where the money would come from for this if they did do anything? Mr. Sandhoefner stated he was not sure yet at the time.

Mr. Niziolek stated that historically, people just started using the spot to get on the trail, and it has grown in popularity.

Mr. Portner stated the city uses it for maintenance as well.

It was agreed that Councilmember Calva would ask the neighborhood if it is a safety issue or a traffic issue.

10.3 Discuss the 193rd Avenue and Evans Street Intersection

The staff report was presented.

The Council discussed the options within the staff report and agreed to have a three-way stop on Dodge and Elk Hills Drive, and also agreed to put a roundabout at 193rd.

Mr. Sandhoefner suggested going with the three-way stop now on 193rd in the meantime, with the intent of putting in a roundabout. The Council agreed.

Councilmember Wagner brought up a concern regarding the businesses during construction. Mr. Sandhoefner explained that he has spoken with the consultant, and there is a way to keep access during construction.

Councilmember Wagner added that she asked the Public Works Director/Chief Engineer, Justin Femrite, if there was a possibility of adding a right turn lane on Twin Lakes Road NW going Southbound at 181st due to traffic backing up there since the closure of Line Avenue.

Mr. Sandhoefner asked if they should do a Facebook post regarding the three-way stops. The Council agreed that it would be a good idea.

II. MOTION TO ADJOURN

Moved by Councilmember Calva and seconded by Councilmember Beyer to adjourn the meeting of City Council. Motion carried 4-0.

The meeting adjourned at 8:43 p.m.

Minutes prepared by Jolene Richter.

12. INFORMATION

12.1 August Financial Reports

John J. Dietz, Mayor

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.3

Meeting Date
October 6, 2025

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the check registers for the period ending October 6, 2025.

Background/Discussion

The details for the period ending October 6, 2025, are attached to this request for action.

Total for All Funds	\$2,738,401.27
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Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments

1. 4.3 at1 Check Register
2. 4.3 at2 Check Register
3. 4.3 at3 Check Register- City Cr Card

The Elk River Vision

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

Report Criteria:

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

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

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

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
ANDREW ZABEE						
101						
9-3-25 ZABEE	1	TRAINING EXPENSE REIMBURSEME	Invoice	09/03/2025	990.94	101-4-2120-4331
Total 36670 ANDREW ZABEE:					990.94	
ANTHONY HOOPER						
101						
9/11/25	1	UNIFORM BOOTS	Invoice	09/24/2025	119.00	101-4-2320-4217
Total 14692 ANTHONY HOOPER:					119.00	
AQUAFIX INC						
602						
IN020610	1	SUPPLIES - AQUABAC XT	Invoice	09/11/2025	768.45	602-4-9020-4219
Total 14421 AQUAFIX INC:					768.45	
ASPEN MILLS						
101						
361169	1	UNIFORMS- SMITH	Invoice	09/12/2025	219.00	101-4-2120-4217
101						
361248	1	UNIFORMS - MOEHLE	Invoice	09/15/2025	34.85	101-4-2320-4217
101						
361249	1	UNIFORMS - SCHWARTZ	Invoice	09/15/2025	34.85	101-4-2320-4217
101						
361324	1	UNIFORMS - WRAGG	Invoice	09/16/2025	125.40	101-4-2160-4217
101						
361475	1	UNIFORMS - BENJAMIN	Invoice	09/18/2025	535.10	101-4-2320-4217
101						
361628	1	UNIFORMS - OLMSCHIED	Invoice	09/22/2025	500.00	101-4-2120-4217
101						
361662	1	UNIFORMS - ERICKSON	Invoice	09/23/2025	34.85	101-4-2320-4217
101						
361883	1	UNIFORMS - POSER	Invoice	09/25/2025	239.94	101-4-2130-4217
Total 10749 ASPEN MILLS:					1,723.99	
DON BIRDSALL						
101						
9152025 DB	1	REIMB NASRO TRAINING - BIRDSAL	Invoice	09/15/2025	309.18	101-4-2130-4331
Total 12212 DON BIRDSALL:					309.18	
HUBBARD ELECTRIC						
101						
20250919-7588	1	ELECTRICAL SVCS - KLIEVER LAKE	Invoice	09/19/2025	140.00	101-4-5110-4409
101						
20250919-7590	1	ELECTRICAL SVCS - TROTT BROOK	Invoice	09/19/2025	150.00	101-4-5110-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13803 HUBBARD ELECTRIC:					290.00	
JEFFERSON FIRE & SAFETY,						
101						
IN331530	1	COATS & PANTS	Invoice	09/17/2025	10,351.83	101-4-2320-4219
101						
IN331917	1	ROCKY BOOTS 2 PAIRS	Invoice	09/26/2025	664.00	101-4-2320-4219
Total 22656 JEFFERSON FIRE & SAFETY,:					11,015.83	
MEDICINE LAKE TOURS						
101						
10-9-25 TRIP	1	OSCEOLA TRAIN TRIP 10/9/25	Invoice	09/25/2025	2,325.00	101-4-5510-4409
Total 13038 MEDICINE LAKE TOURS:					2,325.00	
MIDWAY FORD						
101						
892773	1	PARTS #17	Invoice	07/08/2025	183.80	101-4-3150-4221
101						
895488	1	PARTS #604	Invoice	07/25/2025	373.63	101-4-2120-4221
101						
896322	1	PARTS #604	Invoice	07/30/2025	80.72	101-4-2120-4221
101						
896613	1	PARTS #604	Invoice	07/31/2025	343.08	101-4-2120-4221
101						
897792	1	PARTS	Invoice	08/09/2025	6.55	101-4-2120-4221
101						
904616	1	PARTS #660	Invoice	09/23/2025	74.55	101-4-2120-4221
101						
CM472728	1	PARTS	Invoice	06/13/2025	137.72-	101-4-2120-4221
101						
CM873332	1	PARTS CREDIT #604	Invoice	07/09/2025	859.10-	101-4-2120-4221
101						
CM904490	1	PARTS RETURN #660	Invoice	09/25/2025	31.26-	101-4-2120-4221
Total 11156 MIDWAY FORD:					34.25	
MOOSE LAKE BREWING CO LLC						
603						
MW36-010	1	BEER	Invoice	09/16/2025	144.00	603-4-9111-4252
Total 14292 MOOSE LAKE BREWING CO LLC:					144.00	
NICHOLAS ALBERT						
101						
9-3-25 ALBERT	1	TRAINING EXPENSE REIMBURSEME	Invoice	09/03/2025	284.00	101-4-2120-4331
Total 12980 NICHOLAS ALBERT:					284.00	
TWIN CITY HARDWARE						
101						
PSI2356144	1	DOOR PARTS	Invoice	09/24/2025	653.09	101-4-2190-4219
101						
PSI2356150	1	DOOR PARTS	Invoice	09/24/2025	867.05	101-4-1600-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
PSI2356183	1	DOOR CLOSERS	Invoice	09/24/2025	1,533.92	101-4-2190-4219
101						
PSI2356184	1	DOOR HINGES	Invoice	09/24/2025	700.56	101-4-2310-4219
Total 34928 TWIN CITY HARDWARE:					3,754.62	
ZACK CARLTON						
101						
9/26/25 ZC	1	REIMB MILEAGE Z CARLTON	Invoice	09/26/2025	210.00	101-4-1510-4331
101						
JAN-AUG 25 PHONE	1	REIMB PHONE JAN-AUG 25 ZACK	Invoice	09/22/2025	240.00	101-4-1510-4321
Total 12467 ZACK CARLTON:					450.00	
A T & T MOBILITY						
101						
X09282025	1	IPAD	Invoice	09/20/2025	37.98	101-4-1110-4321
101						
X09282025	2	TRAIL CAMERA 1	Invoice	09/20/2025	22.97	101-4-2130-4433
101						
X09282025	3	TRAIL CAMERA 2	Invoice	09/20/2025	22.97	101-4-2130-4433
Total 10138 A T & T MOBILITY:					83.92	
ADVANCE AUTO PARTS						
101						
6313525966917	1	PARTS #627	Invoice	09/16/2025	249.98	101-4-2120-4221
Total 10168 ADVANCE AUTO PARTS:					249.98	
ADVANCED ENGINEERING AND						
406						
105309	1	NE SUB AREA STUDY	Invoice	09/09/2025	22,581.00	406-4-8040-4319
Total 14907 ADVANCED ENGINEERING AND:					22,581.00	
AID ELECTRIC CORPORATION						
101						
1203515	1	ELECTRICAL REPAIRS	Invoice	09/22/2025	760.00	101-4-2190-4401
101						
1203517	1	ELECTRICAL REPAIRS	Invoice	09/22/2025	168.00	101-4-1600-4401
101						
1203518	1	ELECTRICAL REPAIRS	Invoice	09/22/2025	644.92	101-4-1600-4401
101						
1203543	1	ELECTRICAL SERVICES - ADD OUTL	Invoice	09/22/2025	624.68	101-4-2190-4401
Total 10373 AID ELECTRIC CORPORATION:					2,197.60	
AIRGAS USA LLC						
602						
9164908677	1	ACETYLENE	Invoice	09/16/2025	290.04	602-4-9020-4219
602						
9164957147	1	REGULATOR	Invoice	09/17/2025	353.52	602-4-9020-4219
Total 10379 AIRGAS USA LLC:					643.56	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
AMAZON CAPITAL SERVICES						
221						
11WD-FTLN-7TD1	1	SIGN HOLDER/STAND	Invoice	09/16/2025	132.98	221-4-5400-4219
101						
13VG-47RJ-6GW6	1	EAGLE VIEWING BOOKS FOR BAILE	Invoice	09/12/2025	8.97	101-4-5220-4219
101						
1494-L6VN-91M9	1	SUPPLIES - COFFEE	Invoice	09/18/2025	100.00	101-4-1600-4219
101						
14HQ-M4RJ-3KXN	1	SUPPLIES	Invoice	09/18/2025	1.33	101-4-1120-4201
101						
14HQ-M4RJ-3KXN	2	SUPPLIES	Invoice	09/18/2025	5.35	101-4-1210-4201
101						
14HQ-M4RJ-3KXN	3	SUPPLIES	Invoice	09/18/2025	1.33	101-4-1220-4201
101						
14HQ-M4RJ-3KXN	4	SUPPLIES	Invoice	09/18/2025	1.33	101-4-1310-4201
101						
14HQ-M4RJ-3KXN	5	SUPPLIES	Invoice	09/18/2025	4.00	101-4-1510-4201
101						
14HQ-M4RJ-3KXN	6	SUPPLIES	Invoice	09/18/2025	2.40	101-4-2410-4201
101						
14HQ-M4RJ-3KXN	7	SUPPLIES	Invoice	09/18/2025	2.40	101-4-2440-4219
101						
14HQ-M4RJ-3KXN	8	SUPPLIES	Invoice	09/18/2025	2.67	101-4-3300-4201
101						
14HQ-M4RJ-3KXN	9	SUPPLIES	Invoice	09/18/2025	3.20	101-4-5210-4219
101						
14HQ-M4RJ-3KXN	10	SUPPLIES-EDA	Invoice	09/18/2025	2.67	101-4-6210-4440
101						
14JP-C4C9-9MNR	1	OFFICE SUPPLIES	Invoice	09/12/2025	48.16	101-4-5210-4219
101						
17MC-KV7M-93QP	1	FARMERS MARKET CABINET	Invoice	09/15/2025	137.29	101-4-5230-4219
101						
17QK-K467-CQ33	1	PROGRAM SUPPLIES	Invoice	09/12/2025	59.56	101-4-5510-4219
602						
17RV-DMYK-7PJX	1	SUPPLIES	Invoice	09/26/2025	137.08	602-4-9010-4201
101						
1DDD-43R9-6FCT	1	SUPPLIES	Invoice	09/22/2025	181.24	101-4-1350-4219
101						
1DKW-RCJX-DHHF	1	ADOPT A PARK SUPPLIES	Invoice	09/26/2025	41.13	101-4-5220-4219
602						
1G44-71WN-73FM	1	SUPPLIES - WATER WRENCHES	Invoice	09/08/2025	18.56	602-4-9020-4219
602						
1GCX-K31R-6K6G	1	SUPPLIES	Invoice	09/15/2025	55.89	602-4-9020-4219
603						
1GML-HWC3-TWTK	1	TASTING SUPPLIES	Invoice	09/10/2025	42.98	603-4-9112-4349
603						
1GML-HWC3-TWTK	2	TASTING SUPPLIES	Invoice	09/10/2025	42.98	603-4-9152-4349
101						
1J9W-KRWJ-XNMK	1	EVIDENCE ROOM SUPPLIES	Invoice	09/08/2025	22.75	101-4-2130-4219
221						
1KR4-D66N-69DC	1	PHONE CASE/SCREEN PROTECTOR	Invoice	09/23/2025	57.66	221-4-5400-4219
101						
1L3J-PPKP-614R	1	VOLLEYBALLS	Invoice	09/15/2025	313.36	101-4-5220-4219
221						
1M4W-3HW6-CTGX	1	HOSE NOZZLE	Invoice	09/24/2025	23.60	221-4-5400-4219
101						
1MGM-LDHF-66CN	1	RESCUE SUPPLIES	Invoice	09/12/2025	115.90	101-4-2320-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1N9N-DR93-66K6	1	EMPLOYEE RECOGNITION SUPPLIE	Invoice	09/15/2025	91.99	101-4-1110-4440
101						
1PX4-M779-4MF3	1	HEALTH REWARDS PICNIC	Invoice	09/23/2025	294.37	101-4-1220-4201
221						
1RT9-WYF3-74GT	1	CONCESSIONS SUPPLIES	Invoice	09/12/2025	11.99	221-4-5430-4219
221						
1RT9-WYF3-74GT	2	FRONT DESK SUPPLIES	Invoice	09/12/2025	7.99	221-4-5400-4219
602						
1T1F-6RX4-7WT4	1	SUPPLIES	Invoice	09/25/2025	95.03	602-4-9020-4219
101						
1TG9-YJXK-D4V4	1	BENCH GRINDER EYE SHIELDS	Invoice	09/19/2025	94.04	101-4-3120-4219
101						
1TQ7-JGX1-7CPJ	1	EMPLOYEE RECOGNITION SUPPLIE	Invoice	09/15/2025	199.14	101-4-1110-4440
221						
1VCQ-YKQC-6947	1	SUPPLIES - SCISSORS	Invoice	09/30/2025	14.99	221-4-5430-4219
101						
1VTG-LL17-6WFL	1	RIVERS EDGE FALL AND WINTER DE	Invoice	09/12/2025	405.18	101-4-5220-4219
221						
1W1P-3LW1-676G	1	FLAVORED SYRUPS	Invoice	09/23/2025	114.90	221-4-5430-4259
221						
1W33-PLRD-6R1C	1	RING DOORBELL	Invoice	09/22/2025	97.99	221-4-5400-4219
411						
1WC3-XQFW-6QQ3	1	SCREEN PROTECTORS/KEYBOARD	Invoice	09/24/2025	108.98	411-4-1350-4219
101						
1WL3-RMPH-7YNJ	1	PROPERTY ROOM SUPPLIES	Invoice	09/12/2025	17.96	101-4-2130-4219
101						
1WQX-RGMP-L4ML	1	TREE LIGHTING SUPPLIES	Invoice	09/09/2025	316.52	101-4-5220-4219
603						
1YRV-3VYJ-1VGR	1	SUPPLIES	Invoice	09/15/2025	35.00	603-4-9152-4219
603						
1YRV-3VYJ-1VGR	2	SUPPLIES	Invoice	09/15/2025	50.98	603-4-9112-4219
Total 13706 AMAZON CAPITAL SERVICES:					3,523.82	
AMY STANGLER						
101						
9-10-25 REIMB-AS	1	REIMB MILEAGE-CASELLE SYMPOSI	Invoice	09/29/2025	354.20	101-4-1310-4331
Total 52487 AMY STANGLER:					354.20	
ARTISAN BEER COMPANY						
603						
3797700	1	BEER	Invoice	09/17/2025	306.10	603-4-9111-4252
603						
3797701	1	BEER	Invoice	09/17/2025	243.10	603-4-9151-4252
603						
3799329	1	BEER	Invoice	09/24/2025	187.65	603-4-9111-4252
603						
3799330	1	THC PRODUCTS	Invoice	09/24/2025	180.00	603-4-9111-4256
603						
3799331	1	BEER	Invoice	09/24/2025	88.00	603-4-9151-4252
603						
3799332	1	THC PRODUCTS	Invoice	09/24/2025	574.00	603-4-9151-4256
Total 12167 ARTISAN BEER COMPANY:					1,578.85	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
B & B HOFFMAN SOD FARMS						
101						
75361-CR	1	PALLET DEP CREDIT	Invoice	08/07/2025	30.00-	101-4-5110-4219
101						
75624	1	SUPPLIES - SOD	Invoice	08/27/2025	6.12	101-4-5110-4219
101						
75837	1	SUPPLIES - SOD	Invoice	09/16/2025	79.56	101-4-5110-4219
101						
75918	1	SUPPLIES - SOD	Invoice	09/23/2025	15.30	101-4-5110-4219
Total 10855 B & B HOFFMAN SOD FARMS:					70.98	
BELLBOY CORP BAR SUPPLY						
603						
110273800	1	POP/MISC	Invoice	09/11/2025	46.00	603-4-9111-4255
603						
110273800	2	FREIGHT	Invoice	09/11/2025	2.77	603-4-9111-4332
Total 11810 BELLBOY CORP BAR SUPPLY:					48.77	
BELLBOY CORPORATION						
603						
208915700	1	LIQUOR	Invoice	09/11/2025	368.08	603-4-9111-4251
603						
208915700	2	WINE	Invoice	09/11/2025	84.00	603-4-9111-4253
603						
208915700	3	FREIGHT	Invoice	09/11/2025	13.50	603-4-9111-4332
603						
208992100	1	LIQUOR	Invoice	09/18/2025	335.00	603-4-9111-4251
603						
208992100	2	FREIGHT	Invoice	09/18/2025	13.50	603-4-9111-4332
603						
300349800	1	THC PRODUCTS	Invoice	09/30/2025	400.00	603-4-9111-4256
603						
300349800	2	FREIGHT	Invoice	09/30/2025	9.90	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					1,223.98	
BENEFIT EXTRAS, INC.						
101						
1379726	1	COBRA ADMINISTRATION	Invoice	09/10/2025	601.25	101-4-1220-4319
Total 52492 BENEFIT EXTRAS, INC.:					601.25	
BERNICK'S						
603						
10403776	1	POP/MISC	Invoice	09/17/2025	41.68	603-4-9111-4255
603						
10403777	1	THC PRODUCTS	Invoice	09/17/2025	64.50	603-4-9111-4256
603						
10403778	1	BEER	Invoice	09/17/2025	1,238.80	603-4-9111-4252
603						
10403779	1	POP/MISC	Invoice	09/17/2025	24.90	603-4-9151-4255
603						
10403780	1	BEER	Invoice	09/17/2025	615.65	603-4-9151-4252
603						
10406672	1	POP/MISC	Invoice	09/24/2025	211.66	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
10406673	1	THC PRODUCTS	Invoice	09/24/2025	166.00	603-4-9111-4256
603						
10406674	1	BEER	Invoice	09/24/2025	5,192.50	603-4-9111-4252
603						
10406675	1	BEER CREDIT	Invoice	09/24/2025	12.40-	603-4-9111-4252
603						
10406676	1	POP/MISC	Invoice	09/24/2025	150.14	603-4-9151-4255
603						
10406677	1	THC PRODUCTS	Invoice	09/24/2025	100.00	603-4-9151-4256
603						
10406678	1	BEER	Invoice	09/24/2025	1,484.65	603-4-9151-4252
603						
10406679	1	BEER CREDIT	Invoice	09/24/2025	12.40-	603-4-9151-4252
221						
178184	1	CONCESSIONS SUPPLIES	Invoice	09/29/2025	224.33	221-4-5430-4219
221						
178184	2	CONCESSIONS - POP/MISC BEVERA	Invoice	09/29/2025	814.44	221-4-5430-4259
Total 11950 BERNICK'S:					10,304.45	
BERRY COFFEE COMPANY						
101						
1078265	1	COFFEE	Invoice	09/15/2025	53.92	101-4-3120-4219
101						
1078508	1	COFFEE - PD	Invoice	09/15/2025	422.49	101-4-2190-4219
101						
1078767	1	COFFEE	Invoice	09/16/2025	295.11	101-4-5510-4219
Total 11959 BERRY COFFEE COMPANY:					771.52	
BETTER HEALTH COLLECTIVE						
101						
INVOICE14	1	WELLRIGHT OFF PLAN EES APR MA	Invoice	09/19/2025	226.20	101-4-1220-4201
101						
INVOICE4	1	WELLRIGHT FOR OFF PLAN EMPLO	Invoice	09/19/2025	234.90	101-4-1220-4201
Total 52378 BETTER HEALTH COLLECTIVE:					461.10	
BLACKHAWK PEST CONTROL, LLC						
101						
51613	1	FALL TREATMENT - CITY HALL	Invoice	09/22/2025	150.00	101-4-1600-4401
101						
51614	1	PEST CONTROL - CITY HALL	Invoice	09/22/2025	125.00	101-4-1600-4401
603						
51624	1	PEST CONTROL-WB	Invoice	09/23/2025	55.56	603-4-9152-4404
603						
51667	1	PEST CONTROL - NB	Invoice	09/27/2025	64.19	603-4-9112-4404
Total 14717 BLACKHAWK PEST CONTROL, LLC:					394.75	
BLAINE LOCK & SAFE, INC						
101						
41661	1	ELEVATOR KEYS	Invoice	09/08/2025	23.98	101-4-2190-4219
Total 12256 BLAINE LOCK & SAFE, INC:					23.98	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
BOLTON & MENK, INC						
401						
373527	1	2025 STREET IMPROVEMENTS	Invoice	09/11/2025	3,882.50	401-4-8080-4303
403						
373529	1	LINE AVE CUL-DE-SAC	Invoice	09/11/2025	14,295.50	403-4-8440-4303
406						
373531	1	MEADOWWOODS VILLAGE - SEWER	Invoice	09/11/2025	1,934.00	406-4-8050-4303
225						
373534	1	MEGA LOOP TRAIL IMPROVMENTS	Invoice	09/11/2025	3,470.50	225-4-8546-4303
406						
373536	1	ROLLING HILLS SEWER EXT	Invoice	09/11/2025	464.50	406-4-8040-4303
403						
373537	1	HWY 10 & 165TH AVE INTERSECTIO	Invoice	09/11/2025	14,806.50	403-4-8450-4303
403						
373541	1	YALE STREET EXTENSION	Invoice	09/11/2025	15,229.50	403-4-8440-4303
Total 11019 BOLTON & MENK, INC:					54,083.00	
BOURGET IMPORTS LLC						
603						
221136	1	WINE	Invoice	09/24/2025	432.00	603-4-9111-4253
603						
221136	2	FREIGHT	Invoice	09/24/2025	13.50	603-4-9111-4332
Total 14411 BOURGET IMPORTS LLC:					445.50	
BREAKTHRU BEVERAGE MINNESOTA						
603						
123381714	1	LIQUOR	Invoice	09/18/2025	1,260.00	603-4-9151-4251
603						
123381714	2	FREIGHT	Invoice	09/18/2025	30.45	603-4-9151-4332
603						
123381715	1	LIQUOR	Invoice	09/18/2025	207.00	603-4-9151-4251
603						
123381715	2	FREIGHT	Invoice	09/18/2025	1.45	603-4-9151-4332
603						
123490368	1	WINE	Invoice	09/25/2025	792.00	603-4-9151-4253
603						
123490368	2	FREIGHT	Invoice	09/25/2025	15.95	603-4-9151-4332
603						
123490369	1	LIQUOR	Invoice	09/25/2025	764.25	603-4-9151-4251
603						
123490369	2	FREIGHT	Invoice	09/25/2025	10.02	603-4-9151-4332
603						
123490370	1	LIQUOR	Invoice	09/25/2025	893.48	603-4-9151-4251
603						
123490370	2	FREIGHT	Invoice	09/25/2025	11.60	603-4-9151-4332
603						
123490371	1	POP/MISC	Invoice	09/25/2025	154.23	603-4-9151-4255
603						
123490371	2	FREIGHT	Invoice	09/25/2025	7.25	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					4,147.68	
603						
123381786	1	LIQUOR	Invoice	09/18/2025	1,985.00	603-4-9111-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
123381786	2	FREIGHT	Invoice	09/18/2025	47.85	603-4-9111-4332
603						
123381787	1	POP/MISC	Invoice	09/18/2025	106.05	603-4-9111-4255
603						
123381787	2	FREIGHT	Invoice	09/18/2025	7.25	603-4-9111-4332
603						
123381788	1	WINE	Invoice	09/18/2025	792.00	603-4-9111-4253
603						
123381788	2	FREIGHT	Invoice	09/18/2025	11.60	603-4-9111-4332
603						
123487814	1	BEER	Invoice	09/25/2025	57.70	603-4-9111-4252
603						
123490652	1	LIQUOR	Invoice	09/25/2025	2,402.08	603-4-9111-4251
603						
123490652	2	FREIGHT	Invoice	09/25/2025	31.53	603-4-9111-4332
603						
123490653	1	WINE	Invoice	09/25/2025	856.00	603-4-9111-4253
603						
123490653	2	FREIGHT	Invoice	09/25/2025	8.70	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					6,305.76	
C & L DISTRIBUTING CO						
603						
1839001446	1	BEER CREDIT	Invoice	09/10/2025	268.00-	603-4-9151-4252
603						
1839001446	2	POP/MISC CREDIT	Invoice	09/10/2025	1.25-	603-4-9151-4255
603						
2170389	1	WINE	Invoice	09/10/2025	383.60	603-4-9151-4253
603						
2170390	1	BEER	Invoice	09/10/2025	10,835.20	603-4-9151-4252
603						
2170390	2	POP/MISC	Invoice	09/10/2025	15.00	603-4-9151-4255
603						
2174541	1	LIQUOR	Invoice	09/17/2025	1,358.40	603-4-9151-4251
603						
2174543	1	BEER	Invoice	09/17/2025	1,224.30	603-4-9151-4252
603						
2175795	1	LIQUOR CREDIT	Invoice	09/17/2025	467.66-	603-4-9151-4251
603						
2175805	1	BEER CREDIT	Invoice	09/17/2025	1,318.93-	603-4-9151-4252
603						
2177637	1	LIQUOR	Invoice	09/19/2025	269.40	603-4-9151-4251
603						
2178358	1	BEER CREDIT	Invoice	09/24/2025	13.40-	603-4-9151-4252
603						
2178370	1	LIQUOR	Invoice	09/24/2025	64.20	603-4-9151-4251
603						
2178371	1	BEER	Invoice	09/24/2025	3,589.75	603-4-9151-4252
603						
2178371	2	THC PROCUCTS	Invoice	09/24/2025	345.00	603-4-9151-4256
Total 8003 C & L DISTRIBUTING CO:					16,015.61	
603						
1839001447	1	BEER CREDIT	Invoice	09/10/2025	51.44-	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
1839001448	1	BEER CREDIT	Invoice	09/10/2025	520.20-	603-4-9111-4252
603						
1839001449	1	BEER	Invoice	09/10/2025	39.20	603-4-9111-4252
603						
1839001457	1	BEER CREDIT	Invoice	09/24/2025	20.73-	603-4-9111-4252
603						
2171433	1	LIQUOR	Invoice	09/10/2025	555.33	603-4-9111-4251
603						
2171464	1	BEER	Invoice	09/10/2025	7,274.15	603-4-9111-4252
603						
2172010	1	THC PRODUCTS	Invoice	09/10/2025	493.44	603-4-9111-4256
603						
2173400	1	BEER	Invoice	09/15/2025	8,539.40	603-4-9111-4252
603						
2173401	1	BEER CREDIT	Invoice	09/15/2025	9.00-	603-4-9111-4252
603						
2175269	1	LIQUOR	Invoice	09/17/2025	1,314.95	603-4-9111-4251
603						
2175270	1	BEER	Invoice	09/17/2025	3,896.45	603-4-9111-4252
603						
2175764	1	LIQUOR CREDIT	Invoice	09/17/2025	554.07-	603-4-9111-4251
603						
2175765	1	BEER CREDIT	Invoice	09/17/2025	592.78-	603-4-9111-4252
603						
2175831	1	BEER	Invoice	09/17/2025	1,119.90	603-4-9111-4252
603						
2175832	1	BEER	Invoice	09/17/2025	403.20	603-4-9111-4252
603						
2177306	1	BEER	Invoice	09/22/2025	2,351.55	603-4-9111-4252
603						
2177638	1	LIQUOR	Invoice	09/19/2025	269.40	603-4-9111-4251
603						
2179657	1	BEER	Invoice	09/24/2025	11,361.55	603-4-9111-4252
603						
2179841	1	THC PRODUCTS	Invoice	09/24/2025	257.00	603-4-9111-4256
603						
2179858	1	LIQUOR	Invoice	09/24/2025	266.00	603-4-9111-4251
Total 13375 C & L DISTRIBUTING CO:					36,393.30	
CARDIO PARTNERS INC						
101						
600049638	1	SUPPLIES	Invoice	04/23/2025	2,746.24	101-4-2120-4219
Total 52494 CARDIO PARTNERS INC:					2,746.24	
CENTER FOR INTERNET SECURITY INC						
101						
INV-250919-0073263	1	MS-ISAC MEMBERSHIP-CITY SHARE	Invoice	09/19/2025	497.50	101-4-1350-4404
101						
INV-250919-0073263	2	MS-ISAC MEMBERSHIP-ERMU SHAR	Invoice	09/19/2025	497.50	101-3-0000-3625
Total 14766 CENTER FOR INTERNET SECURITY INC:					995.00	
CHARTER COMMUNICATIONS						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
602						
175341701 SEP 25	1	PHONE LINE & TV CHGS-WW	Invoice	09/14/2025	165.80	602-4-9010-4321
Total 13954 CHARTER COMMUNICATIONS:					165.80	
CINTAS CORPORATION LOC 470						
602						
4243225758	1	UNIFORM RENTAL/CLEANING	Invoice	09/12/2025	153.88	602-4-9020-4417
603						
4243225948	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	09/12/2025	52.31	603-4-9112-4404
603						
4243233767	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	09/12/2025	37.91	603-4-9152-4404
602						
4243990915	1	UNIFORM RENTAL/CLEANING	Invoice	09/19/2025	164.33	602-4-9020-4417
603						
4243991043	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	09/19/2025	52.31	603-4-9112-4404
603						
4243997497	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	09/19/2025	47.02	603-4-9152-4404
602						
4244769838	1	UNIFORMS RENTAL/CLEANING	Invoice	09/26/2025	159.29	602-4-9020-4417
603						
4244769950	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	09/26/2025	52.31	603-4-9112-4404
603						
4244772645	1	MATS, TOWELS, SCRAPER, MOPS	Invoice	09/26/2025	55.08	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					774.44	
CIVICPLUS, LLC						
101						
350350	1	MUNICODE PAGES	Invoice	09/12/2025	1,208.86	101-4-1110-4319
Total 11773 CIVICPLUS, LLC:					1,208.86	
COMMISSIONER OF TRANSPORTATION						
101						
P00020492	1	TRAFFIC SIGNAL MAINT - US 10 & 17	Invoice	09/12/2025	787.77	101-4-3120-4409
Total 14651 COMMISSIONER OF TRANSPORTATION:					787.77	
CONTINENTAL RESEARCH CORP						
602						
66209	1	SUPPLIES	Invoice	09/11/2025	646.00	602-4-9020-4219
602						
66227	1	SUPPLIES - SHOP TOWELS	Invoice	09/11/2025	87.00	602-4-9020-4219
Total 14946 CONTINENTAL RESEARCH CORP:					733.00	
CRYSTAL SPRINGS ICE						
603						
3-501545	1	ICE	Invoice	09/17/2025	263.23	603-4-9111-4255
603						
3-501545	2	FREIGHT	Invoice	09/17/2025	4.00	603-4-9111-4332
603						
3-501551	1	ICE	Invoice	09/17/2025	112.72	603-4-9151-4255
603						
3-501551	2	FREIGHT	Invoice	09/17/2025	4.00	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3-501598	1	ICE	Invoice	09/23/2025	208.16	603-4-9111-4255
603						
3-501598	2	FREIGHT	Invoice	09/23/2025	4.00	603-4-9111-4332
603						
3-501603	1	ICE	Invoice	09/23/2025	94.64	603-4-9151-4255
603						
3-501603	2	FREIGHT	Invoice	09/23/2025	4.00	603-4-9151-4332
603						
3-501659	1	ICE	Invoice	09/30/2025	279.65	603-4-9111-4255
603						
3-501659	2	FREIGHT	Invoice	09/30/2025	4.00	603-4-9111-4332
Total 52407 CRYSTAL SPRINGS ICE:					978.40	
CUB FOODS						
221						
104306112971	1	PAPER PLATES	Invoice	09/20/2025	47.94	221-4-5430-4219
603						
104351143105	1	SUPPLIES	Invoice	09/22/2025	5.08	603-4-9112-4219
221						
142765	1	PAPER PLATES	Invoice	09/17/2025	11.37	221-4-5430-4219
221						
142765	2	CAKE	Invoice	09/17/2025	64.99	221-4-5430-4259
Total 15550 CUB FOODS:					129.38	
DACOTAH PAPER CO						
101						
22635	1	SUPPLIES - TOILET PAPER	Invoice	09/16/2025	437.82	101-4-5110-4219
101						
25641	1	CLEANING SUPPLIES	Invoice	09/23/2025	70.09	101-4-2190-4219
101						
26053	1	CLEANING SUPPLIES	Invoice	09/23/2025	18.09	101-4-2190-4219
221						
27523	1	TRASH LINERS, TOILET TISSUE, CLE	Invoice	09/25/2025	408.41	221-4-5400-4219
221						
27664	1	CONCESSIONS PAPER PRODUCTS	Invoice	09/25/2025	533.33	221-4-5430-4219
Total 15887 DACOTAH PAPER CO:					1,467.74	
DAHLHEIMER BEVERAGE, LLC						
603						
2571763	1	THC PRODUCTS	Invoice	09/11/2025	141.00	603-4-9151-4256
603						
2571764	1	BEER	Invoice	09/11/2025	108.00	603-4-9151-4252
603						
2571764	2	POP/MISC	Invoice	09/11/2025	18.50	603-4-9151-4255
603						
2571765	1	BEER	Invoice	09/11/2025	2,072.65	603-4-9151-4252
603						
2573400	1	BEER	Invoice	09/15/2025	2,392.15	603-4-9151-4252
603						
2574975	1	BEER	Invoice	09/18/2025	2,760.80	603-4-9151-4252
603						
2577014	1	THC PRODUCTS	Invoice	09/18/2025	260.00	603-4-9151-4256

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2579795	1	BEER	Invoice	09/22/2025	60.00	603-4-9151-4252
603						
2579795	2	POP/MISC	Invoice	09/22/2025	38.66	603-4-9151-4255
603						
2579797	1	LIQUOR	Invoice	09/22/2025	234.80	603-4-9151-4251
603						
2579798	1	BEER	Invoice	09/22/2025	1,632.65	603-4-9151-4252
603						
2579914	1	BEER CREDIT	Invoice	09/19/2025	32.40-	603-4-9151-4252
603						
2579915	1	THC CREDIT	Invoice	09/19/2025	72.00-	603-4-9151-4256
603						
2583100	1	BEER	Invoice	09/25/2025	3,935.45	603-4-9151-4252
603						
2583701	1	POP/MISC	Invoice	09/25/2025	44.00	603-4-9151-4255
603						
2583701	2	BEER	Invoice	09/25/2025	33.80	603-4-9151-4252
603						
2583824	1	BEER CREDIT	Invoice	09/25/2025	348.00-	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					13,280.06	
221						
2030-00027	1	KEG RETURN	Invoice	09/25/2025	60.00-	221-4-5430-4252
221						
2571728	1	BEER	Invoice	09/11/2025	936.00	221-4-5430-4252
221						
2571728	2	LIQUOR	Invoice	09/11/2025	471.35	221-4-5430-4251
221						
2573799	1	BEER CREDIT	Invoice	09/18/2025	123.72-	221-4-5430-4252
221						
2580902	1	BEER - KEGS	Invoice	09/22/2025	453.00	221-4-5430-4252
221						
2583648	1	BEER	Invoice	09/25/2025	758.30	221-4-5430-4252
221						
2583648	2	LIQUOR	Invoice	09/25/2025	69.00	221-4-5430-4251
Total 15366 DAHLHEIMER BEVERAGE, LLC:					2,503.93	
603						
2570603	1	BEER	Invoice	09/11/2025	4,374.05	603-4-9111-4252
603						
2573673	1	THC PRODUCTS	Invoice	09/15/2025	511.00	603-4-9111-4256
603						
2573674	1	BEER	Invoice	09/15/2025	6,648.60	603-4-9111-4252
603						
2573674	2	POP/MISC	Invoice	09/15/2025	90.00	603-4-9111-4255
603						
2576890	1	BEER	Invoice	09/18/2025	4,253.15	603-4-9111-4252
603						
2577048	1	THC PRODUCTS	Invoice	09/18/2025	268.00	603-4-9111-4256
603						
2577049	1	LIQUOR	Invoice	09/18/2025	188.00	603-4-9111-4251
603						
2577049	2	BEER	Invoice	09/18/2025	249.85	603-4-9111-4252

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2579493	1	THC PRODUCTS	Invoice	09/22/2025	975.00	603-4-9111-4256
603						
2579494	1	BEER	Invoice	09/22/2025	3,552.55	603-4-9111-4252
603						
2582877	1	BEER	Invoice	09/25/2025	7,197.43	603-4-9111-4252
603						
2583040	1	BEER CREDIT	Invoice	09/24/2025	64.80-	603-4-9111-4252
603						
2583040	2	LIQUOR CREDIT	Invoice	09/24/2025	84.00-	603-4-9111-4251
603						
2583152	1	THC PRODUCTS	Invoice	09/25/2025	148.00	603-4-9111-4256
603						
2585663	1	LIQUOR CREDIT	Invoice	09/26/2025	485.34-	603-4-9111-4251
Total 15900 DAHLHEIMER BEVERAGE, LLC:					27,821.49	
DAVID WISNIESKI OFFICIALS						
101						
250022	1	SOFTBALL UMPIRES-PLAYOFFS	Invoice	09/16/2025	675.00	101-4-5220-4409
Total 15247 DAVID WISNIESKI OFFICIALS:					675.00	
DONALD RASMUSSEN						
101						
1 10/9/25	1	FM MUSIC 10-9-25	Invoice	03/10/2025	150.00	101-4-5230-4409
Total 52353 DONALD RASMUSSEN:					150.00	
E C M PUBLISHERS INC						
101						
1065645	1	PH NOTICE - ROSSMAN V 25-14	Invoice	09/13/2025	140.40	101-4-1510-4359
101						
1065646	1	PH NOTICE - SOLARS VARIANCE V 2	Invoice	09/13/2025	140.40	101-4-1510-4359
101						
1065647	1	PH NOTICE - SPIKES V 25-18	Invoice	09/13/2025	140.40	101-4-1510-4359
101						
1065648	1	PH NOTICE - BUTTWEILLER EV 25-0	Invoice	09/13/2025	123.20	101-4-1510-4359
101						
1065771	1	JOB AD - POLICE OFFICER	Invoice	09/14/2025	62.40	101-4-2120-4219
603						
1067061	1	BUSINESS CARDS-AUDETTE	Invoice	09/24/2025	29.50	603-4-9112-4349
603						
1067061	2	BUSINESS CARDS-AUDETTE	Invoice	09/24/2025	29.50	603-4-9152-4349
Total 17000 E C M PUBLISHERS INC:					665.80	
EHLERS & ASSOCIATES, INC						
101						
103125	1	2025 CONTINUING DISCLOSURE-ER	Invoice	09/15/2025	1,760.00	101-3-0000-3625
101						
103125	2	2025 CONTINUING DISCLOSURE-ED	Invoice	09/15/2025	440.00	101-4-6210-4440
301						
103125	3	2025 CONTINUING DISCLOSURE-202	Invoice	09/15/2025	440.00	301-4-7000-4319
302						
103125	4	2025 CONTINUING DISCLOSURE-202	Invoice	09/15/2025	440.00	302-4-7000-4319

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
333						
103125	5	2025 CONTINUING DISCLOSURE-202	Invoice	09/15/2025	440.00	333-4-7000-4319
343						
103125	6	2025 CONTINUING DISCLOSURE-201	Invoice	09/15/2025	440.00	343-4-7000-4319
602						
103125	7	2025 CONTINUING DISCLOSURE-202	Invoice	09/15/2025	440.00	602-4-9010-4319
Total 17287 EHLERS & ASSOCIATES, INC:					4,400.00	
ELECTRONIC DESIGN COMPANY						
221						
M128310	1	AMP REPAIR	Invoice	09/18/2025	1,068.08	221-4-5400-4401
Total 14170 ELECTRONIC DESIGN COMPANY:					1,068.08	
ELK RIVER FIRE RELIEF ASSOC						
101						
2025 STATE AID	1	FIRE STATE AID - 2025	Invoice	09/30/2025	332,552.57	101-4-2310-4106
101						
2025 STATE AID	2	FIRE SUPP AID - 2025	Invoice	09/30/2025	44,483.28	101-4-2310-4106
Total 17560 ELK RIVER FIRE RELIEF ASSOC:					377,035.85	
ELK RIVER MUNICIPAL UTILITIES						
101						
9-17-25 ERMU	1	ELECTRIC	Invoice	09/17/2025	64.15	101-4-2190-4389
101						
9-17-25 ERMU	2	ELECTRIC	Invoice	09/17/2025	339.64	101-4-2330-4389
101						
9-17-25 ERMU	3	WATER/ELECTRIC/SEWER/STMWTR	Invoice	09/17/2025	4,163.30	101-4-3120-4389
101						
9-17-25 ERMU	4	WATER/ELECTRIC	Invoice	09/17/2025	4,352.38	101-4-5110-4389
101						
9-17-25 ERMU	5	ELECTRIC	Invoice	09/17/2025	39.17	101-4-5110-4389
221						
9-17-25 ERMU	6	WATER/ELECTRIC/SEWER/STMWTR	Invoice	09/17/2025	35,846.53	221-4-5400-4389
602						
9-17-25 ERMU	7	ELECTRIC	Invoice	09/17/2025	1,058.66	602-4-9050-4389
101						
9-24-25 ERMU	1	ELECTRIC	Invoice	09/24/2025	1,804.75	101-4-2310-4389
101						
9-24-25 ERMU	2	ELECTRIC	Invoice	09/24/2025	172.79	101-4-2330-4389
101						
9-24-25 ERMU	3	WATER/ELECTRIC	Invoice	09/24/2025	1,838.36	101-4-5110-4389
602						
9-24-25 ERMU	4	ELECTRIC	Invoice	09/24/2025	692.93	602-4-9050-4389
603						
9-24-25 ERMU	5	WATER/ELECTRIC	Invoice	09/24/2025	3,062.37	603-4-9112-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					53,435.03	
ELK RIVER WINLECTRIC						
101						
418938 01	1	ELECTRICAL SUPPLIES	Invoice	09/11/2025	1,319.64	101-4-2310-4401
Total 17890 ELK RIVER WINLECTRIC:					1,319.64	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
FASTENAL COMPANY						
101						
MNELK143910	1	SUPPLIES - VENDING	Invoice	09/19/2025	65.43	101-4-3150-4219
101						
MNELK143910	2	SUPPLIES - VENDING	Invoice	09/19/2025	75.14	101-4-3120-4219
101						
MNELK143910	3	SUPPLIES - VENDING	Invoice	09/19/2025	8.54	101-4-1600-4219
101						
MNELK143910	4	SUPPLIES - VENDING	Invoice	09/19/2025	33.63	101-4-5110-4219
Total 18453 FASTENAL COMPANY:					182.74	
FLEETPRIDE						
291						
129069485	1	PARTS #309 SWEEPER	Invoice	09/26/2025	168.36	291-4-7000-4219
Total 11711 FLEETPRIDE:					168.36	
G&M OUTDOOR SERVICES LLC						
607						
29387	1	STORM POND DREDGING	Invoice	09/17/2025	105,411.00	607-4-9310-4409
Total 52489 G&M OUTDOOR SERVICES LLC:					105,411.00	
GLOBAL RESERVE LLC - GRD						
603						
ORD-19979	1	THC PRODUCTS	Invoice	09/18/2025	340.00	603-4-9151-4256
603						
ORD-20074	1	THC PRODUCTS	Invoice	09/22/2025	252.00	603-4-9111-4256
Total 15311 GLOBAL RESERVE LLC - GRD:					592.00	
GRAINGER						
101						
9656144343	1	PARTS #241	Invoice	09/26/2025	25.02	101-4-3120-4221
Total 20300 GRAINGER:					25.02	
GRANITE CITY JOBBING CO						
603						
480969	1	POP/MISC	Invoice	09/12/2025	695.46	603-4-9111-4255
603						
480969	2	FREIGHT	Invoice	09/12/2025	5.00	603-4-9111-4332
603						
480991	1	SUPPLIES	Invoice	09/12/2025	17.25	603-4-9112-4219
603						
481005	1	FREIGHT	Invoice	09/12/2025	5.00	603-4-9151-4332
603						
481005	2	SUPPLIES	Invoice	09/12/2025	57.07	603-4-9152-4219
603						
481005	3	POP/MISC	Invoice	09/12/2025	481.02	603-4-9151-4255
603						
482511	1	POP/MISC	Invoice	09/19/2025	799.97	603-4-9111-4255
603						
482511	2	FREIGHT	Invoice	09/19/2025	5.00	603-4-9111-4332
603						
482511	3	SUPPLIES	Invoice	09/19/2025	32.57	603-4-9112-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
482512	1	POP/MISC	Invoice	09/19/2025	670.43	603-4-9151-4255
603						
482512	2	FREIGHT	Invoice	09/19/2025	5.00	603-4-9151-4332
603						
482512	3	SUPPLIES	Invoice	09/19/2025	17.25	603-4-9152-4219
603						
483114	1	POP/MISC CREDIT	Invoice	09/26/2025	47.90-	603-4-9151-4255
603						
483871	1	POP/MISC	Invoice	09/26/2025	1,096.98	603-4-9111-4255
603						
483871	2	FREIGHT	Invoice	09/26/2025	5.00	603-4-9111-4332
603						
483871	3	SUPPLIES	Invoice	09/26/2025	324.73	603-4-9112-4219
603						
483873	1	FREIGHT	Invoice	09/26/2025	5.00	603-4-9151-4332
603						
483873	2	POP/MISC	Invoice	09/26/2025	547.56	603-4-9151-4255
603						
483873	3	SUPPLIES	Invoice	09/26/2025	53.12	603-4-9152-4219
Total 10654 GRANITE CITY JOBBING CO:					4,775.51	
GRIMCO, INC						
101						
34538737-02	1	SIGN MATERIALS	Invoice	09/11/2025	185.91	101-4-1120-4226
101						
34553688-01	1	SIGN SUPPLIES	Invoice	09/10/2025	57.89	101-4-1120-4226
101						
34626616-01	1	SIGN MATERIALS	Invoice	09/26/2025	105.51	101-4-1120-4226
Total 14770 GRIMCO, INC:					349.31	
GUARDIAN FLEET SAFETY LLC						
410						
303258	1	SQUAD 612 SET-UP	Invoice	09/12/2025	3,562.86	410-4-2110-4560
Total 14914 GUARDIAN FLEET SAFETY LLC:					3,562.86	
HAWKINS, INC.						
602						
7197760	1	CHLORINE & SULFUR DIOXIDE	Invoice	09/15/2025	120.00	602-4-9020-4219
Total 21053 HAWKINS, INC.:					120.00	
HEARTLAND BUSINESS SYSTEMS, LLC						
101						
823065-CRD	1	ANNUAL SSL CERTIFICATES - REFU	Invoice	09/24/2025	97.77-	101-4-1350-4319
101						
823065-CRD	2	ANNUAL UCC CERTIFICATE - REFUN	Invoice	09/24/2025	189.38-	101-4-1350-4319
101						
823065-H	1	ANNUAL SSL CERTIFICATES	Invoice	08/26/2025	97.77	101-4-1350-4319
101						
823065-H	2	ANNUAL UCC CERTIFICATE	Invoice	08/26/2025	189.38	101-4-1350-4319
101						
826224-H	1	HBS-FLEX-SERVICES	Invoice	09/15/2025	2,000.00	101-4-1350-4319

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
411						
826540-H	1	LENOVO THINKPAD LAPTOP	Invoice	09/16/2025	2,203.48	411-4-1350-4219
101						
827846-H	1	REMOTE ACCESS SOFTWARE	Invoice	09/18/2025	39.00	101-4-1350-4404
101						
829814-H	1	REMOTE TECHNICAL SERVICES	Invoice	09/23/2025	215.00	101-4-1350-4319
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					4,457.48	
HEIMAN FIRE EQUIPMENT						
101						
947087-IN	1	GEAR-SUSPENDERS	Invoice	09/25/2025	56.50	101-4-2320-4219
Total 13035 HEIMAN FIRE EQUIPMENT:					56.50	
HUMERATECH						
221						
250913	1	REPLACE HUMIDSTAT DHU-1	Invoice	09/16/2025	1,971.30	221-4-5400-4401
221						
250927	1	ADJUSTMENTS TO ERV 2- VARSITY	Invoice	09/26/2025	406.00	221-4-5400-4401
Total 11926 HUMERATECH:					2,377.30	
IMS ALLIANCE						
101						
25-2324	1	NAME TAGS	Invoice	09/17/2025	38.89	101-4-2320-4219
Total 22113 IMS ALLIANCE:					38.89	
INSIGHT BREWING COMPANY, LLC						
603						
26698	1	BEER	Invoice	09/15/2025	229.13	603-4-9111-4252
Total 52377 INSIGHT BREWING COMPANY, LLC:					229.13	
ISTATE TRUCK INC						
101						
C244017005: 01	1	PARTS CREDIT #U0008	Invoice	08/14/2025	82.80-	101-4-3150-4221
101						
C244017775: 01	1	PARTS #0005	Invoice	09/09/2025	31.35	101-4-3150-4221
101						
C244018099:01	1	PARTS - #U0004	Invoice	09/18/2025	2.30	101-4-3150-4221
101						
C244018099:01	2	SHOP STOCK	Invoice	09/18/2025	599.50	101-4-3150-4219
101						
C244018262: 01	1	PARTS - ERMU	Invoice	09/23/2025	11.34	101-4-3150-4221
Total 22000 ISTATE TRUCK INC:					561.69	
JASON AMES						
602						
9-17-2025	1	REIMB SAFETY BOOTS-AMES	Invoice	09/26/2025	200.00	602-4-9020-4219
Total 10504 JASON AMES:					200.00	
JAYNE DIETZ						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
9/10/25 J. D.	1	HPC CONF MILEAGE/MEALS - JAYNE	Invoice	09/22/2025	256.10	101-4-1110-4331
Total 12526 JAYNE DIETZ:					256.10	
JOHN DIETZ						
101						
9/10/25 REIMB-JD	1	HPC CONF MEALS - JOHN DIETZ	Invoice	09/22/2025	100.00	101-4-1110-4331
101						
9-26-25 MNDOT MTG	1	REIMB MILEAGE - REGION 7W MND	Invoice	09/29/2025	60.20	101-4-1110-4331
Total 50520 JOHN DIETZ:					160.20	
JOHNSON BROS LIQUOR						
603						
151788	1	LIQUOR CREDIT	Invoice	09/25/2025	7.87-	603-4-9111-4251
603						
151789	1	LIQUOR CREDIT	Invoice	09/25/2025	23.76-	603-4-9111-4251
603						
2878755	1	LIQUOR	Invoice	09/15/2025	5,379.00	603-4-9151-4251
603						
2878755	2	FREIGHT	Invoice	09/15/2025	87.00	603-4-9151-4332
603						
2878756	1	WINE	Invoice	09/15/2025	223.44	603-4-9151-4253
603						
2878756	2	FREIGHT	Invoice	09/15/2025	6.96	603-4-9151-4332
603						
2878766	1	LIQUOR	Invoice	09/15/2025	5,379.00	603-4-9111-4251
603						
2878766	2	FREIGHT	Invoice	09/15/2025	87.00	603-4-9111-4332
603						
2880630	1	LIQUOR	Invoice	09/17/2025	7,714.40	603-4-9111-4251
603						
2880630	2	FREIGHT	Invoice	09/17/2025	77.00	603-4-9111-4332
603						
2880631	1	WINE	Invoice	09/17/2025	1,833.35	603-4-9111-4253
603						
2880631	2	FREIGHT	Invoice	09/17/2025	56.26	603-4-9111-4332
603						
2880632	1	POP/MISC	Invoice	09/17/2025	32.00	603-4-9111-4255
603						
2880632	2	FREIGHT	Invoice	09/17/2025	8.70	603-4-9111-4332
603						
2880633	1	LIQUOR	Invoice	09/17/2025	748.00	603-4-9151-4251
603						
2880633	2	FREIGHT	Invoice	09/17/2025	7.11	603-4-9151-4332
603						
2880634	1	WINE	Invoice	09/17/2025	69.60	603-4-9151-4253
603						
2880634	2	FREIGHT	Invoice	09/17/2025	1.74	603-4-9151-4332
603						
2880635	1	LIQUOR	Invoice	09/17/2025	3,969.53	603-4-9111-4251
603						
2880635	2	FREIGHT	Invoice	09/17/2025	40.02	603-4-9111-4332
603						
2880636	1	LIQUOR	Invoice	09/17/2025	1,250.91	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2880636	2	FREIGHT	Invoice	09/17/2025	19.43	603-4-9151-4332
603						
2880637	1	WINE	Invoice	09/17/2025	800.00	603-4-9151-4253
603						
2880637	2	FREIGHT	Invoice	09/17/2025	31.76	603-4-9151-4332
603						
2880638	1	POP/MISC	Invoice	09/17/2025	32.00	603-4-9151-4255
603						
2880638	2	FREIGHT	Invoice	09/17/2025	1.74	603-4-9151-4332
603						
2880639	1	THC PRODUCTS	Invoice	09/17/2025	320.00	603-4-9151-4256
603						
2880640	1	LIQUOR	Invoice	09/17/2025	591.00	603-4-9151-4251
603						
2880640	2	FREIGHT	Invoice	09/17/2025	8.70	603-4-9151-4332
603						
2885746	1	LIQUOR	Invoice	09/24/2025	8,604.17	603-4-9111-4251
603						
2885746	2	FREIGHT	Invoice	09/24/2025	88.74	603-4-9111-4332
603						
2885747	1	WINE	Invoice	09/24/2025	1,839.37	603-4-9111-4253
603						
2885747	2	FREIGHT	Invoice	09/24/2025	41.76	603-4-9111-4332
603						
2885748	1	POP/MISC	Invoice	09/24/2025	40.00	603-4-9111-4255
603						
2885748	2	FREIGHT	Invoice	09/24/2025	8.70	603-4-9111-4253
603						
2885749	1	THC PRODUCTS	Invoice	09/24/2025	86.50	603-4-9111-4256
603						
2885750	1	FREIGHT	Invoice	09/24/2025	15.66	603-4-9151-4332
603						
2885750	2	LIQUOR	Invoice	09/24/2025	1,829.50	603-4-9151-4251
603						
2885751	1	THC PRODUCTS	Invoice	09/24/2025	68.52	603-4-9151-4256
603						
2885752	1	LIQUOR	Invoice	09/24/2025	3,866.00	603-4-9111-4251
603						
2885752	2	FREIGHT	Invoice	09/24/2025	34.80	603-4-9111-4332
603						
2885753	1	LIQUOR	Invoice	09/24/2025	390.00	603-4-9111-4251
603						
2885753	2	FREIGHT	Invoice	09/24/2025	5.22	603-4-9111-4332
603						
2885754	1	FREIGHT	Invoice	09/24/2025	26.97	603-4-9151-4332
603						
2885754	2	LIQUOR	Invoice	09/24/2025	1,577.50	603-4-9151-4251
603						
2885755	1	WINE	Invoice	09/24/2025	2,186.00	603-4-9151-4253
603						
2885755	2	FREIGHT	Invoice	09/24/2025	46.98	603-4-9151-4332
603						
2885756	1	FREIGHT	Invoice	09/24/2025	1.74	603-4-9151-4332
603						
2885756	2	POP/MISC	Invoice	09/24/2025	48.00	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2885757	1	LIQUOR	Invoice	09/24/2025	3,506.90	603-4-9151-4251
603						
2885757	2	FREIGHT	Invoice	09/24/2025	31.32	603-4-9151-4332
603						
2888446	1	LIQUOR	Invoice	09/26/2025	128.25	603-4-9151-4251
603						
2888446	2	FREIGHT	Invoice	09/26/2025	2.32	603-4-9151-4332
221						
2888543	1	WINE	Invoice	09/26/2025	264.10	221-4-5430-4253
Total 22775 JOHNSON BROS LIQUOR:					53,483.04	
JUNKYARD BREWING COMPANY						
603						
8368	1	BEER	Invoice	09/09/2025	275.00	603-4-9151-4252
Total 14086 JUNKYARD BREWING COMPANY:					275.00	
JUSTIN ENDE						
101						
92925 PHONE	1	REIMB CELL PHONE - ENDE JULY-SE	Invoice	09/25/2025	45.00	101-4-5110-4321
Total 14664 JUSTIN ENDE:					45.00	
JUSTIN STRAYER						
603						
IN-29915	1	BEER	Invoice	09/10/2025	451.50	603-4-9151-4252
603						
IN-29915	2	THC CREDIT	Invoice	09/10/2025	13.71-	603-4-9151-4256
Total 14415 JUSTIN STRAYER:					437.79	
KEYSTONE ENGINEERING CORP						
602						
50674	1	SUPPLIES - CONVEYOR LINERS	Invoice	09/12/2025	3,900.00	602-4-9020-4219
Total 52486 KEYSTONE ENGINEERING CORP:					3,900.00	
KODEX, INC						
101						
DGZHHLAK-0001	1	SUBPOENA FEES - 25012036	Invoice	08/12/2025	45.00	101-4-2130-4319
101						
DGZHHLAK-0001		Chk No: 130687 (1)	Calculated	09/02/2025		101-2020
DGZHHLAK-0001		Chk No: 130687 (1)	Calculated	10/01/2025		101-2020
Total 52464 KODEX, INC:					45.00	
KVC COMPANIES LLC						
101						
224982-4	1	TRENCHER RENTAL	Invoice	09/10/2025	140.00	101-4-5110-4415
Total 15203 KVC COMPANIES LLC:					140.00	
KYRON CHRISTOPHERSON						
101						
Sept Sound Bathing	1	SOUND BATHING INSTRUCTOR	Invoice	09/19/2025	130.00	101-4-5220-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52369 KYRON CHRISTOPHERSON:					130.00	
LAKE STATE RECYCLING INC						
603						
3048	1	CARDBOARD RECYCLING	Invoice	09/12/2025	150.00	603-4-9152-4389
101						
81418	1	APPLIANCE RECYCLING	Invoice	09/23/2025	10.00	101-4-5110-4389
Total 13119 LAKE STATE RECYCLING INC:					160.00	
LEAGUE OF MN CITIES INS TRUST						
101						
40001418 10-2025	1	WC INS - OCT/DEC 25	Invoice	09/17/2025	23.00	101-4-1110-4109
101						
40001418 10-2025	2	WC INS - OCT/DEC 25	Invoice	09/17/2025	345.00	101-4-1120-4109
101						
40001418 10-2025	3	WC INS - OCT/DEC 25	Invoice	09/17/2025	529.00	101-4-1210-4109
101						
40001418 10-2025	4	WC INS - OCT/DEC 25	Invoice	09/17/2025	258.00	101-4-1220-4109
101						
40001418 10-2025	5	WC INS - OCT/DEC 25	Invoice	09/17/2025	644.00	101-4-1310-4109
101						
40001418 10-2025	6	WC INS - OCT/DEC 25	Invoice	09/17/2025	332.00	101-4-1350-4109
101						
40001418 10-2025	7	WC INS - OCT/DEC 25	Invoice	09/17/2025	440.00	101-4-1510-4109
101						
40001418 10-2025	8	WC INS - OCT/DEC 25	Invoice	09/17/2025	5,962.00	101-4-1600-4109
101						
40001418 10-2025	9	WC INS - OCT/DEC 25	Invoice	09/17/2025	75,278.00	101-4-2110-4109
101						
40001418 10-2025	10	WC INS - OCT/DEC 25	Invoice	09/17/2025	9,966.00	101-4-2310-4109
101						
40001418 10-2025	11	WC INS - OCT/DEC 25	Invoice	09/17/2025	12,990.00	101-4-2320-4109
101						
40001418 10-2025	12	WC INS - OCT/DEC 25	Invoice	09/17/2025	719.00	101-4-2410-4109
101						
40001418 10-2025	13	WC INS - OCT/DEC 25	Invoice	09/17/2025	191.00	101-4-2420-4109
101						
40001418 10-2025	14	WC INS - OCT/DEC 25	Invoice	09/17/2025	166.00	101-4-2440-4109
101						
40001418 10-2025	15	WC INS - OCT/DEC 25	Invoice	09/17/2025	6,369.00	101-4-3120-4109
101						
40001418 10-2025	16	WC INS - OCT/DEC 25	Invoice	09/17/2025	2,103.00	101-4-3130-4109
101						
40001418 10-2025	17	WC INS - OCT/DEC 25	Invoice	09/17/2025	2,952.00	101-4-3150-4109
101						
40001418 10-2025	18	WC INS - OCT/DEC 25	Invoice	09/17/2025	533.00	101-4-3300-4109
101						
40001418 10-2025	19	WC INS - OCT/DEC 25	Invoice	09/17/2025	11,095.00	101-4-5110-4109
101						
40001418 10-2025	20	WC INS - OCT/DEC 25	Invoice	09/17/2025	934.00	101-4-5210-4109
101						
40001418 10-2025	21	WC INS - OCT/DEC 25	Invoice	09/17/2025	136.00	101-4-5510-4109
101						
40001418 10-2025	22	WC INS - OCT/DEC 25 HRA	Invoice	09/17/2025	87.00	101-4-6210-4109

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
40001418 10-2025	23	WC INS - OCT/DEC 25 EDA	Invoice	09/17/2025	142.00	101-4-6210-4109
221						
40001418 10-2025	24	WC INS - OCT/DEC 25	Invoice	09/17/2025	2,631.00	221-4-5400-4109
602						
40001418 10-2025	25	WC INS - OCT/DEC 25	Invoice	09/17/2025	3,872.00	602-4-9010-4109
603						
40001418 10-2025	26	WC INS - OCT/DEC 25	Invoice	09/17/2025	2,784.00	603-4-9112-4109
603						
40001418 10-2025	27	WC INS - OCT/DEC 25	Invoice	09/17/2025	2,052.00	603-4-9152-4109
Total 23805 LEAGUE OF MN CITIES INS TRUST:					143,533.00	
LOCATORS & SUPPLIES, INC						
101						
323150-IN	1	SUPPLIES - SIGNS/FLAGS	Invoice	09/10/2025	2,142.69	101-4-3120-4219
Total 24050 LOCATORS & SUPPLIES, INC:					2,142.69	
LORI STICH						
101						
9-22-25 REIMB	1	REIMB MILEAGE - CIVIC SYMPOSIU	Invoice	09/22/2025	348.60	101-4-1310-4331
Total 33233 LORI STICH:					348.60	
M M B A						
603						
2025 REG MTG	1	REGIONAL MTG REG 10/2/25 - MEGA	Invoice	09/30/2025	20.00	603-4-9112-4331
603						
2025 REG MTG	2	REGIONAL MTG REG 10/2/25 - JOE S	Invoice	09/30/2025	10.00	603-4-9112-4331
603						
2025 REG MTG	3	REGIONAL MTG REG 10/2/25 - JOE S	Invoice	09/30/2025	10.00	603-4-9152-4331
604						
2025 REG MTG	4	REGIONAL MTG REG 10/2/25 - JACQ	Invoice	09/30/2025	20.00	604-4-9410-4331
603						
2025 REG MTG	5	REGIONAL MTG REG 10/2/25 - BREN	Invoice	09/30/2025	20.00	603-4-9152-4331
603						
2025 REG MTG.	1	REGIONAL MTG REG 10/02 -JOE A.	Invoice	09/30/2025	10.00	603-4-9152-4331
603						
2025 REG MTG.	2	REGIONAL MTG REG 10/02 -JOE A.	Invoice	09/30/2025	10.00	603-4-9112-4331
Total 24366 M M B A:					100.00	
MACQUEEN EQUIPMENT, LLC						
291						
P67744	1	PARTS #309 SWEEPER	Invoice	09/30/2025	2,246.01	291-4-7000-4219
Total 24575 MACQUEEN EQUIPMENT, LLC:					2,246.01	
410						
P55164	1	SKID UNIT - GRASS 2025	Invoice	09/23/2025	22,975.00	410-4-2310-4560
Total 24576 MACQUEEN EQUIPMENT, LLC:					22,975.00	
MANSFIELD OIL CO						
101						
26954117	1	DIESEL FUEL DYED B20 ULS2	Invoice	09/18/2025	16,470.47	101-4-3120-4212

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 12310 MANSFIELD OIL CO:					16,470.47	
MARCI WOOD						
101						
9172025 PHONE	1	REIMB PHONE JUL/SEP WOOD	Invoice	09/17/2025	90.00	101-4-2110-4321
Total 32951 MARCI WOOD:					90.00	
MARCO HOLDINGS LLC						
101						
INV14293194	1	CISCO DUO ADV SUBSCRIPTIONS	Invoice	09/09/2025	2,046.00	101-4-1350-4404
101						
INV14313901	1	INK/TONER FOR PLOTTER PRINTER	Invoice	09/13/2025	618.35	101-4-1510-4201
101						
INV14313901	2	INK/TONER FOR PLOTTER PRINTER	Invoice	09/13/2025	618.35	101-4-3300-4219
101						
INV14362199	1	ACE365 - MONTHLY CONTRACT	Invoice	09/26/2025	6,610.00	101-4-1350-4404
101						
INV14371677	1	OFFICE 365 LICENSES	Invoice	09/29/2025	5,066.23	101-4-1350-4404
Total 24714 MARCO HOLDINGS LLC:					14,958.93	
MARTIN MARIETTA MATERIALS						
101						
47201039	1	SUPPLIES	Invoice	09/17/2025	340.96	101-4-5110-4219
Total 24716 MARTIN MARIETTA MATERIALS:					340.96	
MAVERICK BEVERAGE CO MN LLC						
603						
CM178397	1	WINE CREDIT	Invoice	09/26/2025	120.00-	603-4-9151-4253
603						
CM178397	2	FREIGHT CREDIT	Invoice	09/26/2025	3.50-	603-4-9151-4332
603						
INV1672782	1	LIQUOR	Invoice	09/10/2025	424.00	603-4-9111-4251
603						
INV1672782	2	WINE	Invoice	09/10/2025	579.96	603-4-9111-4253
603						
INV1672782	3	FREIGHT	Invoice	09/10/2025	24.50	603-4-9111-4332
603						
INV1672785	1	WINE	Invoice	09/10/2025	120.00	603-4-9151-4253
603						
INV1672785	2	FREIGHT	Invoice	09/10/2025	3.50	603-4-9151-4332
603						
INV1675419	1	WINE	Invoice	09/18/2025	135.96	603-4-9151-4253
603						
INV1675419	2	FREIGHT	Invoice	09/18/2025	3.50	603-4-9151-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					1,167.92	
MAX STEININGER INC						
403						
PAY APP 1	1	YALE CT/LINE AVE REALIGNMENT	Invoice	09/18/2025	349,239.30	403-4-8440-4530
Total 13556 MAX STEININGER INC:					349,239.30	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
MCFOA REGION IV						
101						
11/18/25 MTG	1	MCFOA MTG 11/18/25 - RICHTER & R	Invoice	09/24/2025	80.00	101-4-1210-4331
Total 12039 MCFOA REGION IV:					80.00	
MMM COMPANIES LLC						
101						
3623	1	DUMPSTER RENTAL	Invoice	09/18/2025	485.55	101-4-5110-4415
Total 52488 MMM COMPANIES LLC:					485.55	
MN VALLEY TESTING LAB INC						
602						
1323303	1	WATER TESTING	Invoice	09/11/2025	474.40	602-4-9020-4319
602						
1324207	1	WATER TESTING	Invoice	09/17/2025	474.40	602-4-9020-4319
Total 24500 MN VALLEY TESTING LAB INC:					948.80	
MULTI SERVICE TECHNOLOGY						
602						
190987 - fc206c9b	1	SUPPLIES	Invoice	09/16/2025	565.89	602-4-9020-4219
Total 15178 MULTI SERVICE TECHNOLOGY:					565.89	
NAPA OF ELK RIVER, LLC						
602						
310761	1	PARTS	Invoice	09/25/2025	27.30	602-4-9020-4219
Total 52338 NAPA OF ELK RIVER, LLC:					27.30	
NOTHING BUT HEMP						
603						
4479	1	THC PRODUCTS	Invoice	09/22/2025	654.00	603-4-9111-4256
Total 15262 NOTHING BUT HEMP:					654.00	
NUSS TRUCK & EQUIPMENT						
101						
PSO237442-1	1	PARTS	Invoice	09/09/2025	164.88	101-4-3120-4221
Total 10561 NUSS TRUCK & EQUIPMENT:					164.88	
OMANN BROS INC						
101						
19022*	1	SUPPLIES - AC FINES MIX	Invoice	08/28/2025	359.10	101-4-3120-4219
101						
19096*	1	SUPPLIES - AC FINES MIX	Invoice	09/16/2025	90.00	101-4-3120-4219
Total 28850 OMANN BROS INC:					449.10	
O'REILLY AUTOMOTIVE, INC						
101						
92825	1	PARTS	Invoice	09/28/2025	24.64	101-4-3120-4221
101						
92825	2	PARTS	Invoice	09/28/2025	84.84	101-4-3150-4221

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
92825	3	PARTS	Invoice	09/28/2025	5.29	101-4-2120-4221
101						
92825	4	PARTS	Invoice	09/28/2025	10.58	101-4-3120-4221
602						
92825	5	SUPPLIES	Invoice	09/28/2025	5.29	602-4-9020-4219
101						
92825	6	PARTS	Invoice	09/28/2025	5.29	101-4-1210-4404
101						
92825	7	PARTS	Invoice	09/28/2025	5.29	101-4-3150-4221
602						
92825	8	SUPPLIES	Invoice	09/28/2025	182.27	602-4-9020-4219
101						
92825	9	PARTS	Invoice	09/28/2025	21.16	101-4-2120-4221
101						
92825	10	PARTS	Invoice	09/28/2025	76.24	101-4-3120-4221
101						
92825	11	PARTS	Invoice	09/28/2025	25.18	101-4-3150-4221
602						
92825	12	SUPPLIES	Invoice	09/28/2025	11.49	602-4-9020-4219
602						
92825	13	SUPPLIES	Invoice	09/28/2025	14.99	602-4-9020-4219
101						
92825	14	PARTS	Invoice	09/28/2025	35.20	101-4-3120-4221
101						
92825	15	PARTS	Invoice	09/28/2025	12.96	101-4-5110-4221
101						
92825	16	PARTS	Invoice	09/28/2025	10.58	101-4-3150-4221
602						
92825	17	SUPPLIES	Invoice	09/28/2025	5.32	602-4-9020-4219
101						
92825	18	PARTS	Invoice	09/28/2025	12.74	101-4-5110-4221
101						
92825	19	PARTS	Invoice	09/28/2025	15.98	101-4-3120-4221
101						
92825	20	SUPPLIES	Invoice	09/28/2025	226.99	101-4-1600-4219
101						
92825	21	PARTS	Invoice	09/28/2025	11.47	101-4-3120-4221
101						
92825	22	PARTS	Invoice	09/28/2025	5.29	101-4-5110-4221
101						
92825	23	PARTS	Invoice	09/28/2025	5.29	101-4-1210-4404
101						
92825	24	SUPPLIES	Invoice	09/28/2025	10.58	101-4-1600-4219
101						
92825	25	PARTS	Invoice	09/28/2025	27.71	101-4-2120-4221
101						
92825	26	PARTS	Invoice	09/28/2025	58.03	101-4-2320-4221
101						
92825	27	PARTS	Invoice	09/28/2025	19.99	101-4-2320-4221
Total 28937 O'REILLY AUTOMOTIVE, INC:					930.68	
O-SUN COMPANY						
101						
9428	1	PATROL SUPPLIES	Invoice	09/29/2025	178.51	101-4-2120-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13880 O-SUN COMPANY:					178.51	
OXYGEN SERVICE CO, INC						
101						
8871368	1	SUPPLIES - PROPANE	Invoice	09/16/2025	135.05	101-4-3150-4219
Total 28960 OXYGEN SERVICE CO, INC:					135.05	
PARK CONSTRUCTION CO.						
401						
PAY APP 3	1	2025 STREET IMPROVEMENTS	Invoice	08/28/2025	652,743.57	401-4-8080-4530
Total 14326 PARK CONSTRUCTION CO.:					652,743.57	
PAUSTIS WINE COMPANY						
603						
275674	1	WINE	Invoice	09/18/2025	1,006.67	603-4-9111-4253
603						
275674	2	FREIGHT	Invoice	09/18/2025	15.00	603-4-9111-4332
603						
275677	1	WINE	Invoice	09/18/2025	476.00	603-4-9151-4253
603						
275677	2	FREIGHT	Invoice	09/18/2025	15.00	603-4-9151-4332
603						
275990	1	WINE CREDIT	Invoice	09/23/2025	86.70-	603-4-9111-4253
603						
275990	2	FREIGHT CREDIT	Invoice	09/23/2025	1.50-	603-4-9111-4332
603						
276168	1	WINE	Invoice	09/24/2025	1,024.03	603-4-9111-4253
603						
276168	2	FREIGHT	Invoice	09/24/2025	13.50	603-4-9111-4332
Total 29251 PAUSTIS WINE COMPANY:					2,462.00	
PERFECTION PLUS, INC.						
101						
316167	1	CLEANING SVCS - AUG	Invoice	09/10/2025	475.00	101-4-5210-4401
101						
316168	1	EXTRA CLEANINGS AUG-SEPT	Invoice	09/10/2025	375.00	101-4-5210-4401
Total 12651 PERFECTION PLUS, INC.:					850.00	
PERFORMANCE FOOD GROUP INC						
221						
699244	1	CONCESSIONS/CATERING FOOD	Invoice	09/13/2025	151.17	221-4-5430-4259
221						
703758	1	CATERING FOOD	Invoice	09/17/2025	779.31	221-4-5430-4259
Total 52463 PERFORMANCE FOOD GROUP INC:					930.48	
PHILLIPS WINE & SPIRITS CO						
603						
5046216	1	LIQUOR	Invoice	09/17/2025	2,377.95	603-4-9111-4251
603						
5046216	2	FREIGHT	Invoice	09/17/2025	55.68	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5046217	1	WINE	Invoice	09/17/2025	646.30	603-4-9111-4253
603						
5046217	2	FREIGHT	Invoice	09/17/2025	20.88	603-4-9111-4332
603						
5046218	1	POP/MISC	Invoice	09/17/2025	240.00	603-4-9111-4255
603						
5046218	2	FREIGHT	Invoice	09/17/2025	7.46	603-4-9111-4332
603						
5046219	1	LIQUOR	Invoice	09/17/2025	521.37	603-4-9151-4251
603						
5046219	2	FREIGHT	Invoice	09/17/2025	10.44	603-4-9151-4332
603						
5048153	1	LIQUOR	Invoice	09/19/2025	115.86	603-4-9111-4251
603						
5048153	2	FREIGHT	Invoice	09/19/2025	.88	603-4-9111-4332
603						
5048154	1	WINE	Invoice	09/19/2025	141.25	603-4-9111-4253
603						
5048154	2	FREIGHT	Invoice	09/19/2025	8.70	603-4-9111-4332
603						
5048155	1	LIQUOR	Invoice	09/19/2025	344.85	603-4-9151-4251
603						
5048155	2	FREIGHT	Invoice	09/19/2025	5.22	603-4-9151-4332
603						
5048156	1	FREIGHT	Invoice	09/19/2025	3.48	603-4-9151-4332
603						
5048156	2	WINE	Invoice	09/19/2025	101.75	603-4-9151-4253
603						
5048157	1	POP/MISC	Invoice	09/19/2025	120.00	603-4-9151-4255
603						
5048157	2	FREIGHT	Invoice	09/19/2025	6.96	603-4-9151-4332
603						
5052191	1	FREIGHT	Invoice	09/26/2025	.29	603-4-9151-4332
603						
5052192	1	LIQUOR	Invoice	09/26/2025	1,870.16	603-4-9111-4251
603						
5052192	2	FREIGHT	Invoice	09/26/2025	31.32	603-4-9111-4332
603						
5052193	1	WINE	Invoice	09/26/2025	430.50	603-4-9111-4253
603						
5052193	2	FREIGHT	Invoice	09/26/2025	19.14	603-4-9111-4332
603						
5052194	1	POP/MISC	Invoice	09/26/2025	381.08	603-4-9111-4255
603						
5052194	2	FREIGHT	Invoice	09/26/2025	19.64	603-4-9111-4332
603						
5052195	1	LIQUOR	Invoice	09/26/2025	1,283.77	603-4-9151-4251
603						
5052195	2	FREIGHT	Invoice	09/26/2025	29.30	603-4-9151-4332
603						
5052196	1	WINE	Invoice	09/26/2025	107.50	603-4-9151-4253
603						
5052196	2	FREIGHT	Invoice	09/26/2025	3.48	603-4-9151-4332
603						
5052197	1	POP/MISC	Invoice	09/26/2025	88.00	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5052197	2	FREIGHT	Invoice	09/26/2025	1.74	603-4-9151-4332
Total 29665 PHILLIPS WINE & SPIRITS CO:					8,994.95	
PITNEY BOWES BANK INC						
101						
53337234 - 9/29/25	1	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	38.93	101-4-1210-4322
101						
53337234 - 9/29/25	2	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	33.85	101-4-2410-4322
101						
53337234 - 9/29/25	3	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	101.83	101-4-3120-4322
101						
53337234 - 9/29/25	4	REPLENISH POSTAGE-EDA #533372	Invoice	09/29/2025	1.74	101-4-6210-4322
101						
53337234 - 9/29/25	5	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	190.74	101-4-2440-4322
101						
53337234 - 9/29/25	6	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	741.50	101-4-1310-4322
101						
53337234 - 9/29/25	7	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	1.14	101-4-2310-4322
101						
53337234 - 9/29/25	8	REPLENISH POSTAGE-HRA #533372	Invoice	09/29/2025	2.86	101-4-6210-4322
101						
53337234 - 9/29/25	9	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	16.95	101-4-1220-4322
221						
53337234 - 9/29/25	10	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	.58	221-4-5400-4322
101						
53337234 - 9/29/25	11	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	396.50	101-4-5210-4322
101						
53337234 - 9/29/25	12	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	544.60	101-4-1510-4322
101						
53337234 - 9/29/25	13	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	493.10	101-4-2110-4322
101						
53337234 - 9/29/25	14	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	3.71	101-4-5510-4322
101						
53337234 - 9/29/25	15	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	28.35	101-4-3120-4322
101						
53337234 - 9/29/25	16	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	400.30	101-4-2420-4322
602						
53337234 - 9/29/25	17	REPLENISH POSTAGE #53337234	Invoice	09/29/2025	3.32	602-4-9010-4322
Total 15124 PITNEY BOWES BANK INC:					3,000.00	
PLAISTED COMPANIES INC						
101						
88539	1	SUPPLIES-RED BALL DIAMOND AGG	Invoice	09/22/2025	1,829.40	101-4-5110-4219
101						
97189	1	SUPPLIES	Invoice	09/10/2025	1,566.00	101-4-3120-4219
101						
97222	1	SUPPLIES EXCHANGE CREDIT	Invoice	09/11/2025	190.65-	101-4-3120-4219
101						
97268	1	CREDIT - PALLET RETURN	Invoice	09/12/2025	100.00-	101-4-3120-4219
101						
97439	1	SUPPLIES	Invoice	09/17/2025	647.13	101-4-3120-4219
Total 29845 PLAISTED COMPANIES INC:					3,751.88	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
POLYDYNE INC.						
602						
1961947	1	CLARIFLOC	Invoice	09/15/2025	7,314.00	602-4-9020-4219
Total 14886 POLYDYNE INC.:					7,314.00	
POMP'S TIRE SERVICE INC						
101						
2390028833	1	PARTS #736	Invoice	09/12/2025	801.90	101-4-5110-4221
Total 29982 POMP'S TIRE SERVICE INC:					801.90	
POSTMASTER						
101						
092425	1	BULK MAIL PERMIT 120	Invoice	09/24/2025	1,000.00	101-4-5510-4322
Total 30000 POSTMASTER:					1,000.00	
PRECISE MRM LLC						
101						
IN200-2008111	1	DATA PLAN 2 WAY RADIOS	Invoice	09/29/2025	456.00	101-4-3130-4219
Total 11804 PRECISE MRM LLC:					456.00	
PRO-TEC DESIGN, INC						
603						
120533	1	ALARM REPAIRS	Invoice	09/19/2025	61.00	603-4-9152-4404
Total 30229 PRO-TEC DESIGN, INC:					61.00	
QUALITY FLOW SYSTEMS INC						
602						
49624	1	TROTTBROOK LIFT PANEL SUPPLIE	Invoice	09/10/2025	1,025.00	602-4-9050-4221
602						
49746	1	KSB MIXER REPAIR	Invoice	09/24/2025	5,329.83	602-4-9020-4404
Total 30500 QUALITY FLOW SYSTEMS INC:					6,354.83	
RED BULL DISTRIBUTION COM						
603						
5018765190	1	POP/MISC	Invoice	09/10/2025	212.46	603-4-9151-4255
Total 12944 RED BULL DISTRIBUTION COM:					212.46	
RINK-TEC INTERNATIONAL INC						
221						
6305	1	REPLACE GAS DETECTION COMPU	Invoice	09/17/2025	3,369.66	221-4-5400-4401
Total 14686 RINK-TEC INTERNATIONAL INC:					3,369.66	
SHERBURNE CO AUDITOR\TREASURER						
101						
75-00131-2100 2ND HA	1	PROPERTY TAXES	Invoice	07/02/2025	745.00	101-4-5220-4440
Total 32260 SHERBURNE CO AUDITOR\TREASURER:					745.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
SHERWIN-WILLIAMS						
101						
2445-6	1	SUPPLIES - PAINT	Invoice	09/09/2025	31.67	101-4-2190-4219
101						
403-3	1	PAINT	Invoice	09/25/2025	31.67	101-4-2160-4219
101						
419-9	1	SUPPLIES - PAINT	Invoice	09/25/2025	31.67	101-4-2190-4219
101						
420-7	1	SUPPLIES - PAINT	Invoice	09/25/2025	6.79	101-4-2190-4219
Total 32280 SHERWIN-WILLIAMS:					101.80	
SNAP-ON INDUSTRIAL						
101						
ARV/65879055	1	SHOP TOOLS	Invoice	09/24/2025	726.11	101-4-3150-4219
Total 32650 SNAP-ON INDUSTRIAL:					726.11	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603						
2660596 UNAPD PMT 5	1	LIQUOR CREDIT	Invoice	08/22/2025	207.00-	603-4-9151-4251
603						
2660596 UNAPD PMT 5	2	FREIGHT CREDIT	Invoice	08/22/2025	2.56-	603-4-9151-4332
603						
2670798	1	LIQUOR	Invoice	09/18/2025	160.17	603-4-9151-4251
603						
2670798	2	FREIGHT	Invoice	09/18/2025	.43	603-4-9151-4332
603						
2670799	1	LIQUOR	Invoice	09/18/2025	4,725.78	603-4-9151-4251
603						
2670799	2	FREIGHT	Invoice	09/18/2025	44.80	603-4-9151-4332
603						
2670800	1	WINE	Invoice	09/18/2025	332.70	603-4-9151-4253
603						
2670800	2	FREIGHT	Invoice	09/18/2025	7.25	603-4-9151-4332
603						
2673408	1	LIQUOR	Invoice	09/25/2025	9,823.13	603-4-9151-4251
603						
2673408	2	FREIGHT	Invoice	09/25/2025	81.49	603-4-9151-4332
603						
2673409	1	WINE	Invoice	09/25/2025	289.80	603-4-9151-4253
603						
2673409	2	FREIGHT	Invoice	09/25/2025	6.40	603-4-9151-4332
603						
2673410	1	FREIGHT	Invoice	09/25/2025	5.12	603-4-9151-4332
603						
2673411	1	FREIGHT	Invoice	09/25/2025	4.05	603-4-9151-4332
603						
43328	1	LIQUOR CREDIT	Invoice	09/24/2025	46.86-	603-4-9151-4251
603						
9617296 - UNAPD PYM	1	LIQUOR CREDIT	Invoice	09/24/2025	346.50-	603-4-9151-4251
603						
9617296 - UNAPD PYM	2	FREIGHT CREDIT	Invoice	09/24/2025	.64-	603-4-9151-4332
603						
9661402	1	FREIGHT CREDIT	Invoice	09/19/2025	1.28-	603-4-9151-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					14,876.28	
603						
2670796	1	LIQUOR	Invoice	09/18/2025	12,872.43	603-4-9111-4251
603						
2670796	2	FREIGHT	Invoice	09/18/2025	137.29	603-4-9111-4332
603						
2670797	1	WINE	Invoice	09/18/2025	1,267.34	603-4-9111-4253
603						
2670797	2	FREIGHT	Invoice	09/18/2025	28.33	603-4-9111-4332
603						
2673402	1	LIQUOR	Invoice	09/25/2025	320.34	603-4-9111-4251
603						
2673402	2	FREIGHT	Invoice	09/25/2025	.83	603-4-9111-4332
603						
2673403	1	LIQUOR	Invoice	09/25/2025	18,719.50	603-4-9111-4251
603						
2673403	2	FREIGHT	Invoice	09/25/2025	235.82	603-4-9111-4332
603						
2673404	1	FREIGHT	Invoice	09/25/2025	2.49	603-4-9111-4332
603						
2673405	1	WINE	Invoice	09/25/2025	4,033.08	603-4-9111-4253
603						
2673405	2	FREIGHT	Invoice	09/25/2025	62.59	603-4-9111-4332
603						
2673406	1	LIQUOR	Invoice	09/25/2025	140.99	603-4-9111-4251
603						
2673406	2	FREIGHT	Invoice	09/25/2025	.42	603-4-9111-4332
603						
2673407	1	FREIGHT	Invoice	09/25/2025	10.00	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					37,831.45	
SPEEDCUTTERS OUTDOOR MAINT LLC						
101						
30045	1	MOWING & FERTILIZER - RIVERS ED	Invoice	09/15/2025	404.47	101-4-5110-4409
101						
30045	2	MOWING & FERTILIZER - FIRE STATI	Invoice	09/15/2025	244.86	101-4-2310-4401
101						
30045	3	MOWING & FERTILIZER - PUBLIC SA	Invoice	09/15/2025	760.88	101-4-2190-4401
101						
30045	4	MOWING & FERTILIZER - PUBLIC W	Invoice	09/15/2025	1,544.16	101-4-5110-4409
101						
30045	5	MOWING & FERTILIZER - FIRE STATI	Invoice	09/15/2025	759.35	101-4-2310-4401
101						
30045	6	MOWING & FERTILIZER - CITY HALL	Invoice	09/15/2025	589.94	101-4-1600-4401
101						
30045	7	MOWING & FERTILIZER - JACKSON	Invoice	09/15/2025	244.86	101-4-1600-4401
211						
30045	8	MOWING & FERTILIZER - LIBRARY	Invoice	09/15/2025	654.57	211-4-5600-4409
603						
30054	1	MOWING & FERTILIZER - SEPT	Invoice	09/15/2025	576.02	603-4-9112-4404
603						
30054	2	MOWING & FERTILIZER - SEPT	Invoice	09/15/2025	565.08	603-4-9152-4404

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 11661 SPEEDCUTTERS OUTDOOR MAINT LLC:					6,344.19	
STEP SAVER INC						
101						
188409	1	BULK SALT -- POLICE DEPARTMENT	Invoice	09/24/2025	82.50	101-4-2190-4219
101						
188410	1	BULK SALT -- POLICE DEPARTMENT	Invoice	09/24/2025	43.50	101-4-2190-4219
Total 13048 STEP SAVER INC:					126.00	
STONE & STEEL DESIGN LLC						
440						
5891	1	INSTALL/REPLACE PLAQUE	Invoice	09/16/2025	450.00	440-4-5110-4219
Total 14424 STONE & STEEL DESIGN LLC:					450.00	
STREICHER'S						
101						
CM303670	1	INITIAL ISSUE - NEW OFFICER - BO	Invoice	09/10/2025	134.99	101-4-2120-4217
101						
I1783196	1	UNIFORMS/VEST - ECKSTROM	Invoice	09/12/2025	644.99	101-4-2150-4217
101						
I1784298	1	SWAT SUPPLIES	Invoice	09/18/2025	51.98	101-4-2120-4219
101						
I1785689	1	INITIAL ISSUE - NEW OFFICER - BO	Invoice	09/25/2025	134.99	101-4-2120-4217
Total 33300 STREICHER'S:					696.97	
STREICHER'S INC						
101						
I1784055	1	UNIFORMS - BIRDSALL	Invoice	09/17/2025	74.99	101-4-2130-4217
101						
I1784317	1	UNIFORMS - ASWEGAN	Invoice	09/18/2025	94.66	101-4-2130-4217
101						
I1784410	1	UNIFORMS - BIRDSALL	Invoice	09/18/2025	64.99	101-4-2130-4217
101						
I1784849	1	UNIFORMS - MCKERNAN	Invoice	09/22/2025	129.98	101-4-2110-4217
101						
I1785610	1	UNIFORMS - GACKE	Invoice	09/25/2025	2.05	101-4-2110-4217
101						
I1785611	1	UNIFORMS - KUHNLY	Invoice	09/25/2025	56.99	101-4-2110-4217
101						
I1785685	1	UNIFORMS - BALABON	Invoice	09/25/2025	135.00	101-4-2130-4217
101						
I1785691	1	UNIFORMS - MCKERNAN	Invoice	09/25/2025	247.92	101-4-2110-4217
101						
I1785695	1	UNIFORMS - BALABON	Invoice	09/25/2025	190.00	101-4-2130-4217
Total 52346 STREICHER'S INC:					996.58	
SUMMER LAKES BEVERAGE LLC						
603						
10725	1	POP/MISC	Invoice	09/16/2025	181.50	603-4-9111-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					181.50	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
SUPERIOR CAPITAL HOLDINGS						
101						
2509311	1	SIREN REPAIRS/PARTS	Invoice	09/12/2025	3,298.89	101-4-2330-4404
Total 15211 SUPERIOR CAPITAL HOLDINGS:					3,298.89	
SYMBOL ARTS						
290						
542662	1	NEW HARD BADGE SEAL - STATE M	Invoice	09/09/2025	3,405.50	290-4-2330-4219
Total 33601 SYMBOL ARTS:					3,405.50	
SYSCO MINNESOTA INC						
221						
647156796	1	CONCESSIONS SUPPLIES	Invoice	09/25/2025	508.10	221-4-5430-4219
221						
647156796	2	CATERING/CONCESSIONS FOOD	Invoice	09/25/2025	1,901.04	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					2,409.14	
TACTICAL ADVANTAGE, LLC						
101						
2025-0057	1	GLOCK 47 FIREARM PURCHASE	Invoice	09/15/2025	215.27	101-4-2120-4219
Total 13567 TACTICAL ADVANTAGE, LLC:					215.27	
TEAM LABORATORY CHEMICAL						
602						
INV0048679	1	MEGA BUGS	Invoice	09/16/2025	1,300.00	602-4-9020-4219
Total 14016 TEAM LABORATORY CHEMICAL:					1,300.00	
THE ENGRAVING SHOPPE, INC						
440						
52543	1	TREE MEDALLION-M BLOOD	Invoice	09/16/2025	29.57	440-4-5110-4219
Total 14777 THE ENGRAVING SHOPPE, INC:					29.57	
THE WINE COMPANY						
603						
311179	1	LIQUOR	Invoice	09/12/2025	418.00	603-4-9111-4251
603						
311179	2	WINE	Invoice	09/12/2025	872.00	603-4-9111-4253
603						
311179	3	FREIGHT	Invoice	09/12/2025	30.00	603-4-9111-4332
603						
311180	1	LIQUOR	Invoice	09/12/2025	166.83	603-4-9151-4251
603						
311180	2	WINE	Invoice	09/12/2025	224.00	603-4-9151-4253
603						
311180	3	FREIGHT	Invoice	09/12/2025	17.00	603-4-9151-4332
Total 36423 THE WINE COMPANY:					1,727.83	
THOMPSON CONSTRUCTION						
221						
5577 - Pay App 1	1	CONCRETE IN FIELD HOUSE	Invoice	09/25/2025	109,665.00	221-4-5400-4530

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52491 THOMPSON CONSTRUCTION:					109,665.00	
TIFCO INDUSTRIES INC						
602						
72122859	1	SUPPLIES	Invoice	09/08/2025	257.03	602-4-9020-4219
602						
72126874	1	SUPPLIES	Invoice	09/19/2025	1,146.45	602-4-9020-4219
Total 13394 TIFCO INDUSTRIES INC:					1,403.48	
T-MOBILE						
101						
965639928 0925	1	IPADS	Invoice	09/11/2025	67.24	101-4-1110-4321
101						
965639928 0925	2	CELL PHONE CHGS	Invoice	09/11/2025	34.64	101-4-1120-4321
101						
965639928 0925	3	CELL PHONE CHGS	Invoice	09/11/2025	108.98	101-4-1600-4321
101						
965639928 0925	4	DATA CARDS	Invoice	09/11/2025	114.80	101-4-2110-4321
101						
965639928 0925	5	IPADS	Invoice	09/11/2025	57.81	101-4-2410-4321
101						
965639928 0925	6	IPADS	Invoice	09/11/2025	19.27	101-4-2420-4321
101						
965639928 0925	7	CELL PHONE CHGS	Invoice	09/11/2025	24.78	101-4-2420-4321
101						
965639928 0925	8	CELL PHONE CHGS	Invoice	09/11/2025	74.34	101-4-3120-4321
101						
965639928 0925	9	CELL PHONE CHGS	Invoice	09/11/2025	24.78	101-4-3150-4321
101						
965639928 0925	10	IPADS	Invoice	09/11/2025	19.27	101-4-3300-4321
101						
965639928 0925	11	CELL PHONE CHGS	Invoice	09/11/2025	59.42	101-4-5110-4321
101						
965639928 0925	12	CELL PHONE CHGS	Invoice	09/11/2025	49.56	101-4-5210-4321
101						
965639928 0925	13	DATA CARDS	Invoice	09/11/2025	28.70	101-4-5210-4321
101						
965639928 0925	14	HOTSPOTS	Invoice	09/11/2025	76.67	101-4-5210-4321
101						
965639928 0925	15	CELL PHONE CHGS	Invoice	09/11/2025	24.78	101-4-5510-4321
221						
965639928 0925	16	DATA CARD	Invoice	09/11/2025	28.70	221-4-5400-4321
602						
965639928 0925	17	CELL PHONE CHGS	Invoice	09/11/2025	74.34	602-4-9010-4321
602						
965639928 0925	18	DATA CARDS	Invoice	09/11/2025	28.70	602-4-9010-4321
603						
965639928 0925	19	DATA CARDS	Invoice	09/11/2025	28.70	603-4-9152-4321
Total 13946 T-MOBILE:					945.48	
TREVOR J. BROWN						
101						
9182025 10/17/25	1	PRESENTATION FEE - 10/17/25	Invoice	09/18/2025	75.00	101-4-5510-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52397 TREVOR J. BROWN:					75.00	
UKG INC.						
101						
I01100060701	1	AUG OVRAGE	Invoice	09/16/2025	3,474.75	101-4-1220-4404
Total 12920 UKG INC.:					3,474.75	
URBAN GROWLER BREWING COMPANY, LLC						
603						
E-40947	1	BEER	Invoice	09/25/2025	278.50	603-4-9151-4252
Total 52364 URBAN GROWLER BREWING COMPANY, LLC:					278.50	
US AUTOFORCE						
101						
INV0011658609	1	PARTS #707	Invoice	09/18/2025	276.00	101-4-5110-4221
Total 35560 US AUTOFORCE:					276.00	
UTILITY CONSULTANTS, INC						
602						
125447	1	SAMPLE TESTING	Invoice	09/25/2025	2,286.18	602-4-9020-4319
Total 35571 UTILITY CONSULTANTS, INC:					2,286.18	
VER-TECH SERVICE						
603						
S-INV102797	1	BALER MAINTENANCE	Invoice	09/11/2025	1,244.51	603-4-9152-4404
Total 35688 VER-TECH SERVICE:					1,244.51	
VESTIS GROUP INC						
221						
2500786159	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	09/18/2025	22.86	221-4-5430-4219
221						
2500786160	1	LOBBY RUGS	Invoice	09/18/2025	23.31	221-4-5400-4219
221						
2500792966	1	CONCESSIONS - MOPS/LINENS/NAP	Invoice	09/25/2025	22.86	221-4-5430-4219
Total 52462 VESTIS GROUP INC:					69.03	
VIKING COCA-COLA CO						
603						
3759176	1	POP/MISC	Invoice	09/19/2025	666.30	603-4-9151-4255
603						
3773241	1	POP	Invoice	09/26/2025	965.40	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					1,631.70	
VINOCOPIA						
603						
380511-IN	1	LIQUOR	Invoice	09/11/2025	1,443.00	603-4-9111-4251
603						
380511-IN	2	FREIGHT	Invoice	09/11/2025	10.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
380512-IN	1	LIQUOR	Invoice	09/11/2025	216.50	603-4-9111-4251
603						
380512-IN	2	FREIGHT	Invoice	09/11/2025	5.00	603-4-9111-4332
603						
380513-IN	1	LIQUOR	Invoice	09/11/2025	1,458.50	603-4-9111-4251
603						
380513-IN	2	WINE	Invoice	09/11/2025	384.00	603-4-9111-4253
603						
380513-IN	3	FREIGHT	Invoice	09/11/2025	24.00	603-4-9111-4332
603						
380856-IN	1	LIQUOR	Invoice	09/16/2025	108.25	603-4-9151-4251
603						
380856-IN	2	FREIGHT	Invoice	09/16/2025	2.50	603-4-9151-4332
603						
380857-IN	1	LIQUOR	Invoice	09/16/2025	360.75	603-4-9151-4251
603						
380857-IN	2	FREIGHT	Invoice	09/16/2025	2.50	603-4-9151-4332
603						
381337-IN	1	LIQUOR	Invoice	09/23/2025	150.00	603-4-9111-4251
603						
381337-IN	2	FREIGHT	Invoice	09/23/2025	2.50	603-4-9111-4332
603						
381560-IN	1	LIQUOR	Invoice	09/25/2025	521.75	603-4-9111-4251
603						
381560-IN	2	FREIGHT	Invoice	09/25/2025	7.50	603-4-9111-4332
Total 35763 VINOCOPIA:					4,696.75	
WASTE MANAGEMENT CORP SVCS						
605						
49989-1706-8	1	GARBAGE TIPPING FEES 9/3-9/10/25	Invoice	09/16/2025	16,731.88	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					16,731.88	
WEBB & GERRITSEN MN LLC						
221						
152839	1	CONCESSIONS - CANDY	Invoice	09/26/2025	657.77	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					657.77	
WINE MERCHANTS						
603						
7534482	1	WINE	Invoice	09/17/2025	912.00	603-4-9111-4253
603						
7534482	2	FREIGHT	Invoice	09/17/2025	10.44	603-4-9111-4332
603						
7534483	1	WINE	Invoice	09/17/2025	58.74	603-4-9151-4253
603						
7534483	2	FREIGHT	Invoice	09/17/2025	.44	603-4-9151-4332
603						
7534902	1	WINE	Invoice	09/19/2025	1,920.00	603-4-9111-4253
603						
7534902	2	FREIGHT	Invoice	09/19/2025	31.32	603-4-9111-4332
603						
7535360	1	WINE	Invoice	09/24/2025	180.00	603-4-9111-4253

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
7535360	2	FREIGHT	Invoice	09/24/2025	2.18	603-4-9111-4332
603						
7535361	1	WINE	Invoice	09/24/2025	704.00	603-4-9151-4253
603						
7535361	2	FREIGHT	Invoice	09/24/2025	8.70	603-4-9151-4332
Total 36425 WINE MERCHANTS:					3,827.82	
WRUCK SEWER & PORTABLE RENTAL						
101						
I30022	1	PORTABLE RENTALS	Invoice	09/22/2025	725.00	101-4-5110-4415
Total 13814 WRUCK SEWER & PORTABLE RENTAL:					725.00	
Z & M ENTERPRISE, LLC						
602						
1677	1	SUPPLIES - QUARTZ CLEAN	Invoice	09/09/2025	788.77	602-4-9020-4219
Total 15176 Z & M ENTERPRISE, LLC:					788.77	
Total :					2,333,970.32	
Grand Totals:					2,333,970.32	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-2020	45.00	45.00-	.00
101-3-0000-3625	2,257.50	.00	2,257.50
101-4-1110-4109	23.00	.00	23.00
101-4-1110-4319	1,208.86	.00	1,208.86
101-4-1110-4321	105.22	.00	105.22
101-4-1110-4331	416.30	.00	416.30
101-4-1110-4440	291.13	.00	291.13
101-4-1120-4109	345.00	.00	345.00
101-4-1120-4201	1.33	.00	1.33
101-4-1120-4226	349.31	.00	349.31
101-4-1120-4321	34.64	.00	34.64
101-4-1210-4109	529.00	.00	529.00
101-4-1210-4201	5.35	.00	5.35
101-4-1210-4322	38.93	.00	38.93
101-4-1210-4331	80.00	.00	80.00
101-4-1210-4404	10.58	.00	10.58
101-4-1220-4109	258.00	.00	258.00
101-4-1220-4201	756.80	.00	756.80
101-4-1220-4319	601.25	.00	601.25
101-4-1220-4322	16.95	.00	16.95
101-4-1220-4404	3,474.75	.00	3,474.75
101-4-1310-4109	644.00	.00	644.00
101-4-1310-4201	1.33	.00	1.33
101-4-1310-4322	741.50	.00	741.50
101-4-1310-4331	702.80	.00	702.80

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1350-4109	332.00	.00	332.00
101-4-1350-4219	181.24	.00	181.24
101-4-1350-4319	2,502.15	287.15-	2,215.00
101-4-1350-4404	14,258.73	.00	14,258.73
101-4-1510-4109	440.00	.00	440.00
101-4-1510-4201	622.35	.00	622.35
101-4-1510-4321	240.00	.00	240.00
101-4-1510-4322	544.60	.00	544.60
101-4-1510-4331	210.00	.00	210.00
101-4-1510-4359	544.40	.00	544.40
101-4-1600-4109	5,962.00	.00	5,962.00
101-4-1600-4219	1,213.16	.00	1,213.16
101-4-1600-4321	108.98	.00	108.98
101-4-1600-4401	1,922.72	.00	1,922.72
101-4-2110-4109	75,278.00	.00	75,278.00
101-4-2110-4217	436.94	.00	436.94
101-4-2110-4321	204.80	.00	204.80
101-4-2110-4322	493.10	.00	493.10
101-4-2120-4217	853.99	134.99-	719.00
101-4-2120-4219	3,254.40	.00	3,254.40
101-4-2120-4221	1,182.67	1,028.08-	154.59
101-4-2120-4331	1,274.94	.00	1,274.94
101-4-2130-4217	799.58	.00	799.58
101-4-2130-4219	40.71	.00	40.71
101-4-2130-4319	45.00	.00	45.00
101-4-2130-4331	309.18	.00	309.18
101-4-2130-4433	45.94	.00	45.94
101-4-2150-4217	644.99	.00	644.99
101-4-2160-4217	125.40	.00	125.40
101-4-2160-4219	31.67	.00	31.67
101-4-2190-4219	2,917.79	.00	2,917.79
101-4-2190-4389	64.15	.00	64.15
101-4-2190-4401	2,145.56	.00	2,145.56
101-4-2310-4106	377,035.85	.00	377,035.85
101-4-2310-4109	9,966.00	.00	9,966.00
101-4-2310-4219	700.56	.00	700.56
101-4-2310-4322	1.14	.00	1.14
101-4-2310-4389	1,804.75	.00	1,804.75
101-4-2310-4401	2,323.85	.00	2,323.85
101-4-2320-4109	12,990.00	.00	12,990.00
101-4-2320-4217	758.65	.00	758.65
101-4-2320-4219	11,227.12	.00	11,227.12
101-4-2320-4221	78.02	.00	78.02
101-4-2330-4389	512.43	.00	512.43
101-4-2330-4404	3,298.89	.00	3,298.89
101-4-2410-4109	719.00	.00	719.00
101-4-2410-4201	2.40	.00	2.40
101-4-2410-4321	57.81	.00	57.81
101-4-2410-4322	33.85	.00	33.85
101-4-2420-4109	191.00	.00	191.00
101-4-2420-4321	44.05	.00	44.05
101-4-2420-4322	400.30	.00	400.30
101-4-2440-4109	166.00	.00	166.00
101-4-2440-4219	2.40	.00	2.40
101-4-2440-4322	190.74	.00	190.74

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-3120-4109	6,369.00	.00	6,369.00
101-4-3120-4212	16,470.47	.00	16,470.47
101-4-3120-4219	5,028.02	290.65-	4,737.37
101-4-3120-4221	364.01	.00	364.01
101-4-3120-4321	74.34	.00	74.34
101-4-3120-4322	130.18	.00	130.18
101-4-3120-4389	4,163.30	.00	4,163.30
101-4-3120-4409	787.77	.00	787.77
101-4-3130-4109	2,103.00	.00	2,103.00
101-4-3130-4219	456.00	.00	456.00
101-4-3150-4109	2,952.00	.00	2,952.00
101-4-3150-4219	1,526.09	.00	1,526.09
101-4-3150-4221	354.68	82.80-	271.88
101-4-3150-4321	24.78	.00	24.78
101-4-3300-4109	533.00	.00	533.00
101-4-3300-4201	2.67	.00	2.67
101-4-3300-4219	618.35	.00	618.35
101-4-3300-4321	19.27	.00	19.27
101-4-5110-4109	11,095.00	.00	11,095.00
101-4-5110-4219	2,742.79	30.00-	2,712.79
101-4-5110-4221	1,108.89	.00	1,108.89
101-4-5110-4321	104.42	.00	104.42
101-4-5110-4389	6,239.91	.00	6,239.91
101-4-5110-4409	2,238.63	.00	2,238.63
101-4-5110-4415	1,350.55	.00	1,350.55
101-4-5210-4109	934.00	.00	934.00
101-4-5210-4219	51.36	.00	51.36
101-4-5210-4321	154.93	.00	154.93
101-4-5210-4322	396.50	.00	396.50
101-4-5210-4401	850.00	.00	850.00
101-4-5220-4219	1,085.16	.00	1,085.16
101-4-5220-4409	805.00	.00	805.00
101-4-5220-4440	745.00	.00	745.00
101-4-5230-4219	137.29	.00	137.29
101-4-5230-4409	150.00	.00	150.00
101-4-5510-4109	136.00	.00	136.00
101-4-5510-4219	354.67	.00	354.67
101-4-5510-4321	24.78	.00	24.78
101-4-5510-4322	1,003.71	.00	1,003.71
101-4-5510-4409	2,400.00	.00	2,400.00
101-4-6210-4109	229.00	.00	229.00
101-4-6210-4322	4.60	.00	4.60
101-4-6210-4440	442.67	.00	442.67
211-4-5600-4409	654.57	.00	654.57
221-4-5400-4109	2,631.00	.00	2,631.00
221-4-5400-4219	751.94	.00	751.94
221-4-5400-4321	28.70	.00	28.70
221-4-5400-4322	.58	.00	.58
221-4-5400-4389	35,846.53	.00	35,846.53
221-4-5400-4401	6,815.04	.00	6,815.04
221-4-5400-4530	109,665.00	.00	109,665.00
221-4-5430-4219	1,397.77	.00	1,397.77
221-4-5430-4251	540.35	.00	540.35
221-4-5430-4252	2,147.30	183.72-	1,963.58
221-4-5430-4253	264.10	.00	264.10

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
221-4-5430-4259	4,483.62	.00	4,483.62
225-4-8546-4303	3,470.50	.00	3,470.50
290-4-2330-4219	3,405.50	.00	3,405.50
291-4-7000-4219	2,414.37	.00	2,414.37
301-4-7000-4319	440.00	.00	440.00
302-4-7000-4319	440.00	.00	440.00
333-4-7000-4319	440.00	.00	440.00
343-4-7000-4319	440.00	.00	440.00
401-4-8080-4303	3,882.50	.00	3,882.50
401-4-8080-4530	652,743.57	.00	652,743.57
403-4-8440-4303	29,525.00	.00	29,525.00
403-4-8440-4530	349,239.30	.00	349,239.30
403-4-8450-4303	14,806.50	.00	14,806.50
406-4-8040-4303	464.50	.00	464.50
406-4-8040-4319	22,581.00	.00	22,581.00
406-4-8050-4303	1,934.00	.00	1,934.00
410-4-2110-4560	3,562.86	.00	3,562.86
410-4-2310-4560	22,975.00	.00	22,975.00
411-4-1350-4219	2,312.46	.00	2,312.46
440-4-5110-4219	479.57	.00	479.57
602-4-9010-4109	3,872.00	.00	3,872.00
602-4-9010-4201	137.08	.00	137.08
602-4-9010-4319	440.00	.00	440.00
602-4-9010-4321	268.84	.00	268.84
602-4-9010-4322	3.32	.00	3.32
602-4-9020-4219	18,153.29	.00	18,153.29
602-4-9020-4319	3,234.98	.00	3,234.98
602-4-9020-4404	5,329.83	.00	5,329.83
602-4-9020-4417	477.50	.00	477.50
602-4-9050-4221	1,025.00	.00	1,025.00
602-4-9050-4389	1,751.59	.00	1,751.59
603-4-9111-4251	78,655.92	1,155.04-	77,500.88
603-4-9111-4252	68,616.91	1,271.35-	67,345.56
603-4-9111-4253	19,242.55	86.70-	19,155.85
603-4-9111-4255	5,678.82	.00	5,678.82
603-4-9111-4256	4,455.44	.00	4,455.44
603-4-9111-4332	1,444.01	1.50-	1,442.51
603-4-9112-4109	2,784.00	.00	2,784.00
603-4-9112-4219	430.61	.00	430.61
603-4-9112-4331	40.00	.00	40.00
603-4-9112-4349	72.48	.00	72.48
603-4-9112-4389	3,062.37	.00	3,062.37
603-4-9112-4404	797.14	.00	797.14
603-4-9151-4251	37,557.49	1,068.02-	36,489.47
603-4-9151-4252	32,081.15	1,993.13-	30,088.02
603-4-9151-4253	7,005.09	120.00-	6,885.09
603-4-9151-4255	3,518.56	49.15-	3,469.41
603-4-9151-4256	2,148.52	85.71-	2,062.81
603-4-9151-4332	652.74	7.98-	644.76
603-4-9152-4109	2,052.00	.00	2,052.00
603-4-9152-4219	162.44	.00	162.44
603-4-9152-4321	28.70	.00	28.70
603-4-9152-4331	40.00	.00	40.00
603-4-9152-4349	72.48	.00	72.48
603-4-9152-4389	150.00	.00	150.00

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
603-4-9152-4404	2,066.16	.00	2,066.16
604-4-9410-4331	20.00	.00	20.00
605-4-9210-4384	16,731.88	.00	16,731.88
607-4-9310-4409	105,411.00	.00	105,411.00
Grand Totals:	2,341,891.29	7,920.97-	2,333,970.32

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	2,341,801.29	7,875.97-	2,333,925.32
09/25	45.00	.00	45.00
10/25	45.00	45.00-	.00
Grand Totals:	2,341,891.29	7,920.97-	2,333,970.32

Report Criteria:

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

Report Criteria:

Report type: Invoice detail

Vendor.Vendor number = {<>} 13164 {AND} {<>} 13165 {AND} {<>} 14623

Check.Type = {<>} "Adjustment"

Bank.Bank number = 1

[Report].Invoice GL Account = {<>} "1012040"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
130602										
09/25	09/25/2025	130602	12310	MANSFIELD OIL CO	26784291	101-4-3120-4212	.00	18,107.21-	18,107.21- V	1
Total 130602:							.00		18,107.21-	
130687										
10/25	10/01/2025	130687	52464	KODEX, INC	DGZHHLAK-0	101-4-2130-4319	.00	45.00-	45.00- V	1
Total 130687:							.00		45.00-	
130818										
09/25	09/26/2025	130818	10006	A B M EQUIPMENT & SUPPLY	184268-IN	602-4-9020-4219	.00	2,221.57	2,221.57	1
Total 130818:							.00		2,221.57	
130819										
09/25	09/26/2025	130819	13710	A T & T	583366	101-4-2130-4319	.00	95.00	95.00	1
Total 130819:							.00		95.00	
130820										
09/25	09/26/2025	130820	10377	AIM ELECTRONICS, INC	46088	101-4-5110-4404	.00	850.40	850.40	1
Total 130820:							.00		850.40	
130821										
09/25	09/26/2025	130821	10749	ASPEN MILLS	360779	101-4-2320-4217	.00	113.90	113.90	1
09/25	09/26/2025	130821	10749	ASPEN MILLS	360900	101-4-2320-4217	.00	120.00	120.00	1
09/25	09/26/2025	130821	10749	ASPEN MILLS	360901	101-4-2320-4217	.00	79.95	79.95	1
09/25	09/26/2025	130821	10749	ASPEN MILLS	360930	101-4-2320-4217	.00	34.85	34.85	1
09/25	09/26/2025	130821	10749	ASPEN MILLS	360931	101-4-2320-4217	.00	34.85	34.85	1
09/25	09/26/2025	130821	10749	ASPEN MILLS	360932	101-4-2320-4217	.00	34.85	34.85	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130821:							.00		418.40	
130822										
09/25	09/26/2025	130822	27050	CITY OF MONTICELLO	42837	101-4-2150-4409	.00	208.00	208.00	1
Total 130822:							.00		208.00	
130823										
09/25	09/26/2025	130823	14522	COMM OF FINANCE, TREAS. D	24003607 - 76	294-3-2210-3629	.00	76.00	76.00	1
09/25	09/26/2025	130823	14522	COMM OF FINANCE, TREAS. D	24003607 -75	294-3-2210-3629	.00	50.00	50.00	1
Total 130823:							.00		126.00	
130824										
09/25	09/26/2025	130824	14708	DAWN ROBERTSON	2025	101-4-1210-4331	.00	162.18	162.18	1
Total 130824:							.00		162.18	
130825										
09/25	09/26/2025	130825	13038	MEDICINE LAKE TOURS	9-25-25 TRIP	101-4-5510-4409	.00	1,936.00	1,936.00	1
Total 130825:							.00		1,936.00	
130826										
09/25	09/26/2025	130826	12620	MINNESOTA EQUIPMENT	P58815	101-4-5110-4221	.00	113.28	113.28	1
Total 130826:							.00		113.28	
130827										
09/25	09/26/2025	130827	13677	VERIZON WIRELESS-VSAT	9022412946	101-4-2130-4319	.00	125.00	125.00	1
Total 130827:							.00		125.00	
130828										
09/25	09/26/2025	130828	10160	A - Z RESTAURANT EQUIPMENT	128983	221-4-5430-4219	.00	279.00	279.00	1
09/25	09/26/2025	130828	10160	A - Z RESTAURANT EQUIPMENT	129053	221-4-5430-4219	.00	382.99	382.99	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130828:							.00		661.99	
130829										
09/25	09/26/2025	130829	10406	ALLINA HEALTH SYSTEM	CI00072039	101-4-2320-4219	.00	3,000.00	3,000.00	1
Total 130829:							.00		3,000.00	
130830										
09/25	09/26/2025	130830	11949	ANOKA-RAMSEY COMM. COLLEGE	CI0000009198	101-4-2110-4331	.00	2,930.50	2,930.50	1
Total 130830:							.00		2,930.50	
130831										
09/25	09/26/2025	130831	10739	ARTIC	41827	101-4-2310-4404	.00	178.00	178.00	1
Total 130831:							.00		178.00	
130832										
09/25	09/26/2025	130832	12167	ARTISAN BEER COMPANY	3796011	603-4-9111-4252	.00	203.05	203.05	1
09/25	09/26/2025	130832	12167	ARTISAN BEER COMPANY	3796012	603-4-9111-4256	.00	436.80	436.80	1
09/25	09/26/2025	130832	12167	ARTISAN BEER COMPANY	3796013	603-4-9151-4252	.00	324.80	324.80	1
09/25	09/26/2025	130832	12167	ARTISAN BEER COMPANY	431230	603-4-9151-4256	.00	11.44-	11.44-	1
Total 130832:							.00		953.21	
130833										
09/25	09/26/2025	130833	10762	ASTLEFORD INTERNATIONAL	1P137134	101-4-3120-4221	.00	37.37	37.37	1
Total 130833:							.00		37.37	
130834										
09/25	09/26/2025	130834	52380	ATLAS STAFFING, INC	699570	101-4-1210-4409	.00	772.80	772.80	1
Total 130834:							.00		772.80	
130835										
09/25	09/26/2025	130835	11950	BERNICK'S	10400965	603-4-9111-4256	.00	163.50	163.50	1
09/25	09/26/2025	130835	11950	BERNICK'S	10400966	603-4-9111-4252	.00	4,659.55	4,659.55	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
09/25	09/26/2025	130835	11950	BERNICK'S	10400967	603-4-9151-4255	.00	36.96	36.96	1
09/25	09/26/2025	130835	11950	BERNICK'S	10400968	603-4-9151-4256	.00	80.50	80.50	1
09/25	09/26/2025	130835	11950	BERNICK'S	10400969	603-4-9151-4252	.00	1,445.70	1,445.70	1
09/25	09/26/2025	130835	11950	BERNICK'S	10400970	603-4-9151-4252	.00	88.20-	88.20-	1
09/25	09/26/2025	130835	11950	BERNICK'S	I77602	221-4-5430-4259	.00	1,319.68	1,319.68	1
Total 130835:							.00		7,617.69	
130836										
09/25	09/26/2025	130836	12893	BREAKTHRU BEVERAGE MINNESOTA	123273570	603-4-9111-4332	.00	846.60	846.60	1
09/25	09/26/2025	130836	12893	BREAKTHRU BEVERAGE MINNESOTA	123273571	603-4-9111-4332	.00	2,265.35	2,265.35	1
09/25	09/26/2025	130836	12893	BREAKTHRU BEVERAGE MINNESOTA	123273572	603-4-9111-4332	.00	97.45	97.45	1
09/25	09/26/2025	130836	12893	BREAKTHRU BEVERAGE MINNESOTA	123273829	603-4-9111-4251	.00	75.00	75.00	1
Total 130836:							.00		3,284.40	
130837										
09/25	09/26/2025	130837	8002	BREAKTHRU BEVERAGE MINNESOTA	123273477	603-4-9151-4332	.00	120.45	120.45	1
09/25	09/26/2025	130837	8002	BREAKTHRU BEVERAGE MINNESOTA	123273478	603-4-9151-4332	.00	1,095.95	1,095.95	1
Total 130837:							.00		1,216.40	
130838										
09/25	09/26/2025	130838	13845	CENTERPOINT ENERGY	11504615-3 A	602-4-9050-4389	.00	37.78	37.78	1
09/25	09/26/2025	130838	13845	CENTERPOINT ENERGY	11809755-9 A	101-4-2310-4389	.00	399.82	399.82	1
09/25	09/26/2025	130838	13845	CENTERPOINT ENERGY	6781052-3 AU	211-4-5600-4389	.00	108.59	108.59	1
09/25	09/26/2025	130838	13845	CENTERPOINT ENERGY	7628405-8 AU	602-4-9050-4389	.00	124.66	124.66	1
09/25	09/26/2025	130838	13845	CENTERPOINT ENERGY	7836556-6 AU	602-4-9050-4389	.00	37.23	37.23	1
09/25	09/26/2025	130838	13845	CENTERPOINT ENERGY	9497572-9 AU	101-4-3120-4389	.00	346.04	346.04	1
Total 130838:							.00		1,054.12	
130839										
09/25	09/26/2025	130839	52451	CENTRAL IRRIGATION SUPPLY INC	66003633-00	101-4-5110-4219	.00	1,513.45	1,513.45	1
Total 130839:							.00		1,513.45	
130840										
09/25	09/26/2025	130840	52295	CNH ARCHITECTS LTD	3607	292-4-2310-4319	.00	29,463.90	29,463.90	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130840:							.00		29,463.90	
130841										
09/25	09/26/2025	130841	52407	CRYSTAL SPRINGS ICE	3-501490	603-4-9151-4332	.00	273.83	273.83	1
Total 130841:							.00		273.83	
130842										
09/25	09/26/2025	130842	15887	DACOTAH PAPER CO	13981	221-4-5430-4219	.00	203.00	203.00	1
09/25	09/26/2025	130842	15887	DACOTAH PAPER CO	20586	221-4-5400-4219	.00	450.22	450.22	1
09/25	09/26/2025	130842	15887	DACOTAH PAPER CO	20587	221-4-5430-4219	.00	163.44	163.44	1
Total 130842:							.00		816.66	
130843										
09/25	09/26/2025	130843	16625	DOLPHIN CAR WASH INC	1243-R-0054	101-4-2320-4404	.00	150.00	150.00	1
Total 130843:							.00		150.00	
130844										
09/25	09/26/2025	130844	52446	ECKBERG LAMMERS, P. C.	48125 LMB	101-4-2110-4319	.00	852.50	852.50	1
Total 130844:							.00		852.50	
130845										
09/25	09/26/2025	130845	52478	ELECTRICAL SERVICES EMERGENCY	4632	101-4-2330-4404	.00	13,624.26	13,624.26	1
Total 130845:							.00		13,624.26	
130846										
09/25	09/26/2025	130846	17355	ELK RIVER AREA CHAMBER OF COM	17556	101-4-2120-4331	.00	650.00	650.00	1
09/25	09/26/2025	130846	17355	ELK RIVER AREA CHAMBER OF COM	17557	603-4-9112-4331	.00	650.00	650.00	1
09/25	09/26/2025	130846	17355	ELK RIVER AREA CHAMBER OF COM	17558	603-4-9152-4331	.00	650.00	650.00	1
09/25	09/26/2025	130846	17355	ELK RIVER AREA CHAMBER OF COM	17566	604-4-9410-4331	.00	650.00	650.00	1
09/25	09/26/2025	130846	17355	ELK RIVER AREA CHAMBER OF COM	17567	221-4-5400-4331	.00	650.00	650.00	1
Total 130846:							.00		3,250.00	

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
130847										
09/25	09/26/2025	130847	18408	FACTORY MOTOR PARTS CO	128-Z18658	602-4-9020-4219	.00	244.44	244.44	1
Total 130847:							.00		244.44	
130848										
09/25	09/26/2025	130848	12249	FERGUSON WATERWORKS #2518	554428	602-4-9020-4219	.00	258.68	258.68	1
Total 130848:							.00		258.68	
130849										
09/25	09/26/2025	130849	21600	HOME DEPOT CREDIT SERVICES	4624091	602-4-9020-4219	.00	62.70	62.70	1
Total 130849:							.00		62.70	
130850										
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149677	603-4-9151-4253	.00	16.67-	16.67-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149678	603-4-9111-4251	.00	22.87-	22.87-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149679	603-4-9111-4253	.00	4.00-	4.00-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149680	603-4-9111-4251	.00	18.00-	18.00-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149681	603-4-9111-4253	.00	9.99-	9.99-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149682	603-4-9111-4253	.00	3.33-	3.33-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149683	603-4-9111-4251	.00	4.67-	4.67-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	149684	603-4-9151-4253	.00	6.68-	6.68-	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875482	603-4-9111-4332	.00	3,904.93	3,904.93	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875483	603-4-9111-4332	.00	1,901.83	1,901.83	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875484	603-4-9111-4332	.00	99.38	99.38	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875485	603-4-9111-4256	.00	240.00	240.00	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875486	603-4-9151-4332	.00	1.74	1.74	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875487	603-4-9111-4332	.00	4,543.80	4,543.80	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875488	603-4-9151-4332	.00	1,026.78	1,026.78	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875489	603-4-9151-4332	.00	630.69	630.69	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2875490	603-4-9151-4332	.00	456.77	456.77	1
09/25	09/26/2025	130850	22775	JOHNSON BROS LIQUOR	2877949	603-4-9111-4332	.00	419.14	419.14	1
Total 130850:							.00		13,138.85	
130851										
09/25	09/26/2025	130851	52485	KARINA ANDERSON	8-28-25 FM	101-4-5230-4219	.00	10.00	10.00	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130851:							.00		10.00	
130852										
09/25	09/26/2025	130852	23800	LEAGUE OF MN CITIES INS TRUST	1004566 AUG	291-4-7000-4109	.00	3,855.98	3,855.98	1
Total 130852:							.00		3,855.98	
130853										
09/25	09/26/2025	130853	23800	LEAGUE OF MN CITIES INS TRUST	1004566 SEP	291-4-7000-4109	.00	2,846.14	2,846.14	1
Total 130853:							.00		2,846.14	
130854										
09/25	09/26/2025	130854	52257	LEWIS CUSTOM HOMES	9102025 - 177	821-2200	.00	1,000.00	1,000.00	1
09/25	09/26/2025	130854	52257	LEWIS CUSTOM HOMES	9102025 - 177	821-2200	.00	1,000.00	1,000.00	1
Total 130854:							.00		2,000.00	
130855										
09/25	09/26/2025	130855	15079	MARTIES INC	302	221-4-5400-4219	.00	59.98	59.98	1
Total 130855:							.00		59.98	
130856										
09/25	09/26/2025	130856	24716	MARTIN MARIETTA MATERIALS	46994975	101-4-3120-4219	.00	220.00	220.00	1
Total 130856:							.00		220.00	
130857										
09/25	09/26/2025	130857	26180	MN DEPT OF LABOR & INDUSTRY	ABR0356094X	602-4-9020-4404	.00	150.00	150.00	1
Total 130857:							.00		150.00	
130858										
09/25	09/26/2025	130858	27534	N F P A	3498736 - 202	101-4-2330-4433	.00	225.00	225.00	1
Total 130858:							.00		225.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
130859										
09/25	09/26/2025	130859	27957	NEPTUNE UNIFORMS & EQUIPMENT	15104	101-4-2120-4219	.00	15.41	15.41	1
Total 130859:							.00		15.41	
130860										
09/25	09/26/2025	130860	10424	NUTRIEN AG SOLUTIONS	57990753	101-4-5110-4219	.00	250.60	250.60	1
Total 130860:							.00		250.60	
130861										
09/25	09/26/2025	130861	14954	OFFICE OF MNIT SERVICES	DV25080457	101-4-1350-4404	.00	202.00	202.00	1
Total 130861:							.00		202.00	
130862										
09/25	09/26/2025	130862	28850	OMANN BROS INC	19067*	101-4-3120-4219	.00	180.00	180.00	1
Total 130862:							.00		180.00	
130863										
09/25	09/26/2025	130863	14322	ORONO LAKE IMPROVEMENT DISTRI	9032025	101-4-2440-4409	.00	975.07	975.07	1
Total 130863:							.00		975.07	
130864										
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044310	603-4-9111-4332	.00	3,702.77	3,702.77	1
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044311	603-4-9111-4332	.00	878.98	878.98	1
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044312	603-4-9111-4332	.00	119.24	119.24	1
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044313	603-4-9151-4332	.00	448.40	448.40	1
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044314	603-4-9151-4332	.00	578.65	578.65	1
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044315	603-4-9151-4332	.00	536.16	536.16	1
09/25	09/26/2025	130864	29665	PHILLIPS WINE & SPIRITS CO	5044316	603-4-9151-4332	.00	878.14	878.14	1
Total 130864:							.00		7,142.34	
130865										
09/25	09/26/2025	130865	52482	POSITIVE ION PRODUCTIONS INC	206	221-4-5400-4331	.00	200.00	200.00	1

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130865:							.00		200.00	
130866										
09/25	09/26/2025	130866	32175	SHERBURNE CO ATTORNEY	24003607 - 75	294-3-2210-3629	.00	100.00	100.00	1
09/25	09/26/2025	130866	32175	SHERBURNE CO ATTORNEY	24003607 - 76	294-3-2210-3629	.00	152.00	152.00	1
Total 130866:							.00		252.00	
130867										
09/25	09/26/2025	130867	14805	SHERBURNE COUNTY SENIORS & LA	2025-0821	101-4-5510-4409	.00	540.00	540.00	1
Total 130867:							.00		540.00	
130868										
09/25	09/26/2025	130868	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2668202	603-4-9111-4332	.00	7.50	7.50	1
09/25	09/26/2025	130868	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2668203	603-4-9111-4332	.00	4,704.80	4,704.80	1
09/25	09/26/2025	130868	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2668204	603-4-9111-4332	.00	2.50	2.50	1
09/25	09/26/2025	130868	11314	SOUTHERN GLAZER'S WINE & SPIRIT	2668205	603-4-9111-4332	.00	2,550.51	2,550.51	1
09/25	09/26/2025	130868	11314	SOUTHERN GLAZER'S WINE & SPIRIT	9659660	603-4-9111-4253	.00	54.00-	54.00-	1
Total 130868:							.00		7,211.31	
130869										
09/25	09/26/2025	130869	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2668206	603-4-9151-4332	.00	1,131.50	1,131.50	1
09/25	09/26/2025	130869	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2668207	603-4-9151-4332	.00	264.10	264.10	1
09/25	09/26/2025	130869	8000	SOUTHERN GLAZER'S WINE & SPIRIT	2668208	603-4-9151-4332	.00	1.28	1.28	1
Total 130869:							.00		1,396.88	
130870										
09/25	09/26/2025	130870	13048	STEP SAVER INC	184720	101-4-2190-4219	.00	121.50	121.50	1
09/25	09/26/2025	130870	13048	STEP SAVER INC	187204	101-4-2310-4219	.00	94.50	94.50	1
09/25	09/26/2025	130870	13048	STEP SAVER INC	187205	101-4-2190-4219	.00	183.00	183.00	1
Total 130870:							.00		399.00	
130871										
09/25	09/26/2025	130871	15209	SUSAN D COLLINS	92225 - 9/29/2	101-4-5510-4409	.00	192.00	192.00	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 130871:							.00		192.00	
130872										
09/25	09/26/2025	130872	12551	SYSCO MINNESOTA INC	647108717	221-4-5430-4259	.00	170.97-	170.97-	1
09/25	09/26/2025	130872	12551	SYSCO MINNESOTA INC	647119029	221-4-5430-4259	.00	99.78	99.78	1
09/25	09/26/2025	130872	12551	SYSCO MINNESOTA INC	647131030	221-4-5430-4259	.00	2,812.10	2,812.10	1
09/25	09/26/2025	130872	12551	SYSCO MINNESOTA INC	647143609	221-4-5430-4259	.00	1,730.98	1,730.98	1
Total 130872:							.00		4,471.89	
130873										
09/25	09/26/2025	130873	10415	THE AMERICAN BOTTLING CO	4847906033	603-4-9111-4255	.00	412.50	412.50	1
09/25	09/26/2025	130873	10415	THE AMERICAN BOTTLING CO	4847906037	603-4-9151-4255	.00	183.58	183.58	1
Total 130873:							.00		596.08	
130874										
09/25	09/26/2025	130874	12516	THUMBS UP HIGH 5K	9-23-25 DEP	101-3-0000-3629	.00	250.00	250.00	1
Total 130874:							.00		250.00	
130875										
09/25	09/26/2025	130875	52483	TROY R HANSEN	294	603-4-9152-4349	.00	175.00	175.00	1
Total 130875:							.00		175.00	
130876										
09/25	09/26/2025	130876	14878	TWENTY4SEVEN FIRE & SEC CORP	7475	101-4-1600-4401	.00	2,040.00	2,040.00	1
09/25	09/26/2025	130876	14878	TWENTY4SEVEN FIRE & SEC CORP	7476	603-4-9112-4404	.00	510.00	510.00	1
09/25	09/26/2025	130876	14878	TWENTY4SEVEN FIRE & SEC CORP	7477	603-4-9152-4404	.00	510.00	510.00	1
Total 130876:							.00		3,060.00	
130877										
09/25	09/26/2025	130877	52462	VESTIS GROUP INC	2500780293	221-4-5430-4219	.00	22.86	22.86	1
Total 130877:							.00		22.86	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
130878										
09/25	09/26/2025	130878	36425	WINE MERCHANTS	7533596	603-4-9111-4332	.00	596.87	596.87	1
09/25	09/26/2025	130878	36425	WINE MERCHANTS	7533597	603-4-9151-4332	.00	151.90	151.90	1
09/25	09/26/2025	130878	36425	WINE MERCHANTS	7533598	603-4-9151-4332	.00	717.52	717.52	1
Total 130878:							.00		1,466.29	
130879										
09/25	09/26/2025	130879	52479	ZAC BECK	95430107	101-3-0000-3472	.00	250.00	250.00	1
Total 130879:							.00		250.00	
130880										
09/25	09/26/2025	130880	36900	ZIEGLER INC	IN002051871	101-4-3120-4221	.00	28.73	28.73	1
Total 130880:							.00		28.73	
1008634										
09/25	09/29/2025	1008634	19150	BDG INC	31797	602-4-9020-4219	.00	129.65	129.65	1
09/25	09/29/2025	1008634	19150	BDG INC	31718	602-4-9020-4219	.00	2,290.25	2,290.25	1
09/25	09/29/2025	1008634	19150	BDG INC	31774	602-4-9020-4219	.00	3,272.75	3,272.75	1
Total 1008634:							.00		5,692.65	
1008635										
09/25	09/29/2025	1008635	8003	C & L DISTRIBUTING CO	2146555-REV	603-4-9151-4255	.00	90.93	90.93	1
Total 1008635:							.00		90.93	
1008636										
09/25	09/29/2025	1008636	12076	CAMPBELL KNUTSON P.A.	3237G AUG 2	101-4-1400-4304	.00	12,169.72	12,169.72	1
Total 1008636:							.00		12,169.72	
1008637										
09/25	09/29/2025	1008637	13895	CERTIFIED LABORATORIES	9300972	101-4-3150-4219	.00	202.95	202.95	1
Total 1008637:							.00		202.95	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1008638										
09/25	09/29/2025	1008638	13954	CHARTER COMMUNICATIONS	175341301 SE	603-4-9112-4321	.00	1,657.92	1,657.92	1
Total 1008638:							.00	1,657.92		
1008639										
09/25	09/29/2025	1008639	15451	CROW RIVER FARM EQUIPMENT	213373	602-4-9020-4219	.00	39.30	39.30	1
09/25	09/29/2025	1008639	15451	CROW RIVER FARM EQUIPMENT	213375	602-4-9020-4219	.00	7.59	7.59	1
09/25	09/29/2025	1008639	15451	CROW RIVER FARM EQUIPMENT	213410	101-4-3120-4221	.00	270.43	270.43	1
09/25	09/29/2025	1008639	15451	CROW RIVER FARM EQUIPMENT	213511	602-4-9020-4219	.00	9.81	9.81	1
Total 1008639:							.00	327.13		
1008640										
09/25	09/29/2025	1008640	8005	DAHLHEIMER BEVERAGE, LLC	2567976	603-4-9151-4252	.00	25.60	25.60	1
09/25	09/29/2025	1008640	8005	DAHLHEIMER BEVERAGE, LLC	2567977	603-4-9151-4251	.00	340.25	340.25	1
09/25	09/29/2025	1008640	8005	DAHLHEIMER BEVERAGE, LLC	2567978	603-4-9151-4252	.00	9,380.00	9,380.00	1
Total 1008640:							.00	9,745.85		
1008641										
09/25	09/29/2025	1008641	17000	E C M PUBLISHERS INC	1064828	101-4-1510-4359	.00	189.20	189.20	1
09/25	09/29/2025	1008641	17000	E C M PUBLISHERS INC	1064877	101-4-2110-4201	.00	332.00	332.00	1
09/25	09/29/2025	1008641	17000	E C M PUBLISHERS INC	1064878	101-4-2110-4201	.00	37.00	37.00	1
Total 1008641:							.00	558.20		
1008642										
09/25	09/29/2025	1008642	17700	ELK RIVER MUNICIPAL UTILITIES	9-10-25 ERMU	101-4-2190-4389	.00	64,923.40	64,923.40	1
Total 1008642:							.00	64,923.40		
1008643										
09/25	09/29/2025	1008643	17701	ELK RIVER MUNICIPAL UTILITIES	2454	101-4-5110-4409	.00	2,127.45	2,127.45	1
09/25	09/29/2025	1008643	17701	ELK RIVER MUNICIPAL UTILITIES	2456	607-4-9310-4319	.00	3,619.39	3,619.39	1
Total 1008643:							.00	5,746.84		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1008644										
09/25	09/29/2025	1008644	18453	FASTENAL COMPANY	MNELK14369	101-4-5110-4219	.00	90.21	90.21	1
09/25	09/29/2025	1008644	18453	FASTENAL COMPANY	MNELK14383	101-4-3120-4219	.00	324.42	324.42	1
Total 1008644:							.00	414.63		
1008645										
09/25	09/29/2025	1008645	11835	FUTURE PLUS BATTERIES	P85350897	101-4-2320-4219	.00	11.76	11.76	1
Total 1008645:							.00	11.76		
1008646										
09/25	09/29/2025	1008646	14914	GUARDIAN FLEET SAFETY LLC	303201	410-4-2110-4560	.00	16,847.29	16,847.29	1
Total 1008646:							.00	16,847.29		
1008647										
09/25	09/29/2025	1008647	22297	INSIGHT PUBLIC SECTOR	1101304494	101-4-1510-4219	.00	16.03	16.03	1
Total 1008647:							.00	16.03		
1008648										
09/25	09/29/2025	1008648	15055	LEAST SERVICES/COUNSELING	1784	101-4-2110-4319	.00	340.00	340.00	1
09/25	09/29/2025	1008648	15055	LEAST SERVICES/COUNSELING	1812	101-4-2110-4319	.00	180.00	180.00	1
Total 1008648:							.00	520.00		
1008649										
09/25	09/29/2025	1008649	24576	MACQUEEN EQUIPMENT, LLC	P13122	101-4-2320-4404	.00	708.22	708.22	1
09/25	09/29/2025	1008649	24576	MACQUEEN EQUIPMENT, LLC	P54382	101-4-2320-4219	.00	4,000.00	4,000.00	1
Total 1008649:							.00	4,708.22		
1008650										
09/25	09/29/2025	1008650	12310	MANSFIELD OIL CO	26784291	101-4-3120-4212	.00	18,107.21	18,107.21	1
Total 1008650:							.00	18,107.21		

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1008651										
09/25	09/29/2025	1008651	13077	MICHAEL B STARR	9-4-25 FM	101-4-5230-4219	.00	70.00	70.00	1
Total 1008651:							.00		70.00	
1008652										
09/25	09/29/2025	1008652	34604	TRANSPORT GRAPHICS	305489	410-4-2110-4560	.00	2,917.35	2,917.35	1
Total 1008652:							.00		2,917.35	
1008653										
09/25	09/29/2025	1008653	36033	WASTE MANAGEMENT	91995-0500-0	602-4-9020-4409	.00	41,545.18	41,545.18	1
Total 1008653:							.00		41,545.18	
1008654										
09/25	09/29/2025	1008654	13814	WRUCK SEWER & PORTABLE RENTA	I29732	101-4-5110-4415	.00	2,547.92	2,547.92	1
Total 1008654:							.00		2,547.92	
922202520										
09/25	09/22/2025	922202520	26275	MN DEPT OF REVENUE	2026 FUEL LI	101-4-3120-4437	.00	25.00	25.00	1
09/25	09/22/2025	922202520	26275	MN DEPT OF REVENUE	AUG 25 FUEL	602-4-9050-4212	.00	404.81	404.81	1
Total 922202520:							.00		429.81	
922202521										
09/25	09/22/2025	922202521	26300	MN DEPT. OF REVENUE	AUG 25 SALE	603-4-9152-4404	.00	93,778.00	93,778.00	1
Total 922202521:							.00		93,778.00	
Grand Totals:							.00		395,132.92	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	18,152.21	92,979.08-	74,826.87-
101-2080	768.32	.00	768.32
101-3-0000-3417	4.14	.00	4.14
101-3-0000-3472	250.00	.00	250.00
101-3-0000-3629	250.00	.00	250.00
101-4-1210-4331	162.18	.00	162.18
101-4-1210-4409	772.80	.00	772.80
101-4-1350-4321	190.00	.00	190.00
101-4-1350-4404	202.00	.00	202.00
101-4-1400-4304	12,132.72	.00	12,132.72
101-4-1510-4219	16.03	.00	16.03
101-4-1510-4359	189.20	.00	189.20
101-4-1600-4321	43.96	.00	43.96
101-4-1600-4389	7,070.76	.00	7,070.76
101-4-1600-4401	510.00	.00	510.00
101-4-2110-4201	369.00	.00	369.00
101-4-2110-4319	1,372.50	.00	1,372.50
101-4-2110-4321	113.73	.00	113.73
101-4-2110-4331	2,930.50	.00	2,930.50
101-4-2120-4219	15.41	.00	15.41
101-4-2120-4221	122.22	.00	122.22
101-4-2120-4331	650.00	.00	650.00
101-4-2130-4319	220.00	45.00-	175.00
101-4-2150-4409	208.00	.00	208.00
101-4-2190-4219	304.50	.00	304.50
101-4-2190-4389	184.15	.00	184.15
101-4-2190-4401	510.00	.00	510.00
101-4-2310-4219	94.50	.00	94.50
101-4-2310-4321	383.89	.00	383.89
101-4-2310-4389	1,457.30	.00	1,457.30
101-4-2310-4404	178.00	.00	178.00
101-4-2320-4217	418.40	.00	418.40
101-4-2320-4219	7,011.76	.00	7,011.76
101-4-2320-4404	858.22	.00	858.22
101-4-2330-4389	120.14	.00	120.14
101-4-2330-4404	13,624.26	.00	13,624.26
101-4-2330-4433	225.00	.00	225.00
101-4-2440-4409	975.07	.00	975.07
101-4-3120-4212	18,453.98	18,107.21-	346.77
101-4-3120-4219	768.02	.00	768.02

GL Account	Debit	Credit	Proof
101-4-3120-4221	336.53	.00	336.53
101-4-3120-4321	95.70	.00	95.70
101-4-3120-4389	378.50	.00	378.50
101-4-3120-4401	510.00	.00	510.00
101-4-3120-4437	25.00	.00	25.00
101-4-3150-4219	202.95	.00	202.95
101-4-5110-4219	1,810.66	.00	1,810.66
101-4-5110-4221	113.28	.00	113.28
101-4-5110-4389	7,102.03	.00	7,102.03
101-4-5110-4404	850.40	.00	850.40
101-4-5110-4409	2,127.45	.00	2,127.45
101-4-5110-4415	2,547.92	.00	2,547.92
101-4-5230-4219	80.00	.00	80.00
101-4-5510-4409	2,668.00	.00	2,668.00
211-2020	.00	11,720.66-	11,720.66-
211-4-5600-4389	11,210.66	.00	11,210.66
211-4-5600-4401	510.00	.00	510.00
221-2020	170.97	19,408.35-	19,237.38-
221-2080	10,565.50	.00	10,565.50
221-4-5400-4219	510.20	.00	510.20
221-4-5400-4321	468.82	.00	468.82
221-4-5400-4331	850.00	.00	850.00
221-4-5430-4219	1,770.72	.00	1,770.72
221-4-5430-4259	5,243.11	170.97-	5,072.14
291-2020	.00	6,702.12-	6,702.12-
291-4-7000-4109	6,702.12	.00	6,702.12
292-2020	.00	29,463.90-	29,463.90-
292-4-2310-4319	29,463.90	.00	29,463.90
294-2020	.00	378.00-	378.00-
294-3-2210-3629	378.00	.00	378.00
410-2020	.00	19,764.64-	19,764.64-
410-4-2110-4560	19,764.64	.00	19,764.64
602-2020	.00	86,468.13-	86,468.13-
602-4-9010-4319	596.37	.00	596.37
602-4-9020-4219	8,414.52	.00	8,414.52
602-4-9020-4389	31,666.30	.00	31,666.30
602-4-9020-4404	150.00	.00	150.00
602-4-9020-4409	41,545.18	.00	41,545.18
602-4-9050-4212	58.04	.00	58.04
602-4-9050-4389	4,037.72	.00	4,037.72

GL Account	Debit	Credit	Proof
603-2020	239.85	141,101.05-	140,861.20-
603-2080	82,362.60	.00	82,362.60
603-4-9111-4251	17,497.16	45.54-	17,451.62
603-4-9111-4252	4,862.60	.00	4,862.60
603-4-9111-4253	8,519.35	71.32-	8,448.03
603-4-9111-4255	625.40	.00	625.40
603-4-9111-4256	840.30	.00	840.30
603-4-9111-4332	487.24	.00	487.24
603-4-9112-4219	5.69	.00	5.69
603-4-9112-4321	40.00	.00	40.00
603-4-9112-4331	650.00	.00	650.00
603-4-9112-4349	87.50	.00	87.50
603-4-9112-4404	529.57	.00	529.57
603-4-9151-4251	4,956.82	.00	4,956.82
603-4-9151-4252	11,184.36	88.20-	11,096.16
603-4-9151-4253	3,272.22	23.35-	3,248.87
603-4-9151-4255	573.04	.00	573.04
603-4-9151-4256	80.50	11.44-	69.06
603-4-9151-4332	155.24	.00	155.24
603-4-9152-4219	2.00	.00	2.00
603-4-9152-4331	650.00	.00	650.00
603-4-9152-4349	87.50	.00	87.50
603-4-9152-4389	3,071.78	.00	3,071.78
603-4-9152-4404	560.18	.00	560.18
604-2020	.00	650.00-	650.00-
604-4-9410-4331	650.00	.00	650.00
605-2020	.00	2,151.16-	2,151.16-
605-4-9210-4319	2,151.16	.00	2,151.16
607-2020	.00	871.86-	871.86-
607-4-9310-4319	871.86	.00	871.86
821-2020	.00	2,037.00-	2,037.00-
821-2200	2,037.00	.00	2,037.00
Grand Totals:	432,258.98	432,258.98-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Invoice detail
Vendor.Vendor number = {<>} 13164 {AND} {<>} 13165 {AND} {<>} 14623
Check.Type = {<>} "Adjustment"
Bank.Bank number = 1
[Report].Invoice GL Account = {<>} "1012040"

Report Criteria:

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

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
908202522										
09/25	09/08/2025	908202522	35099	US BANK	8252025 CITY	101-4-1110-4409	.00	9,298.03	9,298.03	1
Total 908202522:							.00		9,298.03	
Grand Totals:							.00		9,298.03	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	850.77	6,490.40-	5,639.63-
101-3-0000-3625	.00	850.77-	850.77-
101-4-1110-4331	41.36	.00	41.36
101-4-1110-4409	183.70	.00	183.70
101-4-1120-4319	67.45	.00	67.45
101-4-1120-4331	791.52	.00	791.52
101-4-1210-4331	300.00	.00	300.00
101-4-1310-4331	800.72	.00	800.72
101-4-1310-4433	1,496.00	.00	1,496.00
101-4-1350-4404	57.83	.00	57.83
101-4-1510-4331	470.19	.00	470.19
101-4-2110-4433	91.94	.00	91.94
101-4-2120-4219	219.54	.00	219.54
101-4-2130-4331	1,033.97	.00	1,033.97
101-4-2320-4219	107.88	.00	107.88
101-4-3120-4212	19.34	.00	19.34
101-4-3120-4219	67.99	.00	67.99
101-4-3120-4221	36.95	.00	36.95
101-4-3120-4322	16.00	.00	16.00
101-4-5110-4219	377.40	.00	377.40

GL Account	Debit	Credit	Proof
101-4-5110-4404	75.00	.00	75.00
101-4-5210-4349	125.71	.00	125.71
101-4-5220-4219	109.91	.00	109.91
221-2020	.00	2,362.11-	2,362.11-
221-4-5400-4219	1,376.11	.00	1,376.11
221-4-5400-4349	376.99	.00	376.99
221-4-5420-4219	92.46	.00	92.46
221-4-5430-4259	516.55	.00	516.55
602-2020	.00	325.38-	325.38-
602-4-9020-4219	325.38	.00	325.38
604-2020	.00	970.91-	970.91-
604-4-9410-4319	700.00	.00	700.00
604-4-9410-4331	216.91	.00	216.91
604-4-9410-4349	54.00	.00	54.00
Grand Totals:	10,999.57	10,999.57-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:

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



Request for Action

To
City Council

Item Number
4.4

Meeting Date
October 6, 2025

Prepared By
Lauren Whipper, Human Resources Manager

Item Description
Hire Part-Time Senior Activity Center Assistant

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Lani McClurg to the position of part-time senior activity center assistant effective October 7, 2025.

Background/Discussion

We went to market to fill this position after the previous assistant left for new family commitments. We received 46 applications and interviewed seven candidates. Following second interviews with two candidates and background and reference checks, staff recommended Lani McClurg for the position.

Ms. McClurg has been working in the human resources field since 2021 and has also worked in daycare centers, including her own home daycare. She holds an Associate's Degree in Business Administration & Management.

Ms. McClurg will start at step A of pay grade 6N, which is \$23.43 per hour. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

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
October 6, 2025

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Part-Time Building Permit Technician

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Ellen Krueger to the position of part-time building permit technician effective October 7, 2025.

Background/Discussion

When one of our building permit technicians was hired for the records specialist position, we converted this role to part-time and went to market. We received 26 applications and interviewed five candidates. Following background and reference checks, staff recommends Ellen Krueger for the position.

Ms. Krueger has worked for us before as a seasonal parks maintenance employee. In 2015, she began working for the City of Ramsey as a Permit Technician II and left in 2024.

Ms. Krueger will start at step A of pay grade 5N, which is \$28.32 per hour. This is a 20-hour-per-week position. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

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
4.6

Meeting Date
October 6, 2025

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire IT Specialist (Public Safety Emphasis)

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Carl Munzke to the position of IT specialist effective October 20, 2025.

Background/Discussion

The IT specialist position that handles the police department's IT has been vacant since June. We went to market to fill this position and received 59 applications. We interviewed eight candidates and invited three back for a second interview. Following a thorough background process, we recommend Carl Munzke for the position.

Mr. Munzke holds a Bachelor's degree in Information Technology and has spent his career in the U.S. Army as an automation IT specialist. He will start at step B of pay grade 7E, which is \$90,351 annually. Following successful completion of his Orientation Period, he will move to step C. All other pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

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
4.7

Meeting Date
October 6, 2025

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Secretary/Receptionist

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Joan Shea to the position of secretary/receptionist effective October 7, 2025.

Background/Discussion

The past three years, we have filled the front desk secretary/receptionist position with a job share between two part-time positions, our payroll specialist and our human resources assistant. The human resources assistant wished to return to part-time, and our finance department needs the payroll specialist in that role full-time. We considered hiring a part-time employee for the secretary/receptionist position and utilizing one of our building permit technicians to fill the other half of this position. When one of our building permit technicians was hired for the records specialist position, we decided to make the secretary/receptionist position full-time and the building permit technician position part-time.

We went to market to fill this position, received 121 applications, and interviewed seven candidates. Following background and reference checks, staff recommends Joan Shea for the position.

Ms. Shea holds a certificate from the Minnesota Paralegal Institute and has been working in administrative positions in the legal field. She will start at step A of pay grade 6N, which is \$23.43 per hour. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission Statement.

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
4.8

Meeting Date
October 6, 2025

Prepared By
Tina Allard, City Clerk

Item Description
Resolution 25-53: Findings of Fact for Denial of
Everlight Solar Solicitor Licenses

Reviewed by
Cal Portner
Tina Allard

Action Requested
Adopt, by motion, Resolution 25-53 affirming revocation of solicitor licenses.

Background/Discussion

On August 7, 2025, the City Clerk revoked licenses for solicitors working for Everlight Solar. An appeal hearing was held on September 15, 2025, in which the City Council upheld the revocation.

A resolution should be adopted outlining the findings of fact. The findings of fact is a written explanation of a decision. Written findings should identify the legal criteria (such as city code provisions), explain the facts about the issue, and then apply those facts to the legal criteria to conclude the decision. A resolution with findings produces a record that makes it easier for a court to uphold a decision if challenged.

Financial Impact
N/A

Mission/Policy/Goal
The Elk River Vision and Mission Statements

Attachments
I. Resolution Findings Denial

The Elk River Vision

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**City of Elk River
City Council**

Resolution 25-53

**A Resolution of the City Council of the City of Elk River Affirming
Revocation of Solicitor Licenses**

WHEREAS, employees and representatives from Sunburn Construction, LLC d/b/a Everlight Solar ("Everlight") held solicitor licenses from the City of Elk River ("City") as follows:

PS24-000032 Aetreus Kendall
PS25-000012 Samuel Snitker
PS25-000013 Evan Murphy
PS25-000014 Jack Sweeney
PS25-000015 Nathaniel Leistico
PS25-000016 Wyatt Sander
PS25-000017 Leif Sicora
PS25-000018 Jake Baker
PS25-000019 Wade Shepherd
PS25-000020 Josue Her
PS25-000021 Wolfgang Bellanger
PS25-000022 Hudson McCoy
PS25-000023 Derek Jon Brellenthin
PS25-000024 Chandler Sanford
PS25-000025 Brady Glause
PS25-000026 Nathan Devereux
PS25-000027 Ramaero Breitholtz
PS25-000028 Kazmine Langness

("Licenses")

WHEREAS, in July and August 2025, the City of Elk and Elk River Municipal Utilities ("ERMU") received complaints regarding Everlight employees and potential violations of City Code;

WHEREAS, on August 7, 2025, pursuant to City Code § 38-35(e), the City Clerk summarily revoked the Licenses;

WHEREAS, Everlight appealed the revocation of the Licenses to the City Council;

WHEREAS, on September 15, 2025, the City Council held a hearing on the appeal;

WHEREAS, prior to the hearing, Everlight was provided the Request for Action, including all supporting documentation;

WHEREAS, the City Council has reviewed all materials provided by staff, including video, and considered any and all oral and written testimony offered by all interested parties.

NOW THEREFORE, the City Council makes the following:

FINDINGS

1. The above recitals are incorporated as if fully set forth herein.
2. On August 2, 2025, the Elk River Police Department received a complaint from a resident that an Everlight representative had come to his door to sell solar panels despite a "No Solicitor" sign on his home.
3. On August 2, 2025, the Elk River Police Department received a complaint from a resident that an Everlight representative had come to her door to sell solar panels and refused to leave after being asked several times.
4. On August 6, 2025, the City of Elk River received an e-mail complaint from a resident and ERMU employee regarding non-courteous behavior from an Everlight representative.
5. The City received another similar complaint on August 7, 2025, from a resident.
6. By August 7, 2025, an ERMU representative reported to the City that she had received 8 documented calls from customers and 2 complaints from ERMU employees about the aggressive sales tactics of Everlight representatives.
7. These aggressive tactics were also discussed by residents on social media. One of the licensed solicitors, Nate Leistico, engaged with the complaining residents, challenging their assertions and personal opinions about the aggressive tactics.
8. Among calls to ERMU were questions from residents about the affiliation between Everlight and ERMU. Everlight representatives were informing residents that they were partnering with ERMU.
9. The particular complaint of misrepresentation was supported by video evidence. At the hearing, City staff presented video from a doorbell camera of a resident interacting with an Everlight representative, Jack Sweeney. The Everlight representative appeared to be reading from a script on his phone at all times. The representative claimed to be with the "local net metering program" He said, "You've probably seen our utility trucks in the area. The program they've rolled out...They is Elk River Municipalities" He also noted that "this is Elk River's program." The resident questioned his association with the City of Elk River based on his representations.
10. City Councilmember Jennifer Wagner had a similar interaction with another Everlight representative wherein the representative was making a representation that he was there on behalf of ERMU. He was also aggressive and would not let her leave the conversation and go back into her house.

11. Everlight and ERMU are not partners in any programs. Everlight and the City are not partners in any programs.
12. Neither ERMU or the City endorse Everlight. Any representation made by Everlight to the contrary is false and misleading. Everlight representatives have made false and misleading statements suggesting an endorsement or association with ERMU and/or the City.
13. At the hearing, Everlight representatives claimed that the examples before the Council were one-offs of untrained or new employees. But Sara Youngs, ERMU Administrations Director, noted that such behavior had occurred before and Everlight was on notice of similar complaints within the last 3 years.
14. Furthermore, the inappropriate behavior of Everlight representatives in Elk River is not an outlier, but would appear to be company-wide practice. The Nebraska Attorney General has filed a lawsuit against Everlight for unlawful door-to-door tactics and misleading customers.
15. City Code § 414(c)(2) requires that solicitors:

[C]onduct business in a reasonably courteous manner at all times, must not engage in offensive, obscene, or abusive language, must not push open a door not opened by an occupant, must not place any portion of a persons' body through an opened doorway without the invitation of an occupant, and must not physically attempt to stop an occupant from closing a door.
16. City Code § 414(c)(3) provides solicitors must "immediately leave private property when requested to do so by an occupant and must leave immediately upon completion of a transaction or an unsuccessful attempt to contact the occupant."
17. City Code § 414(c)(5) prohibits solicitors from making "untrue statements to the people contacted regarding the purpose of the contact, orders placed by the neighbors, or the goods or services offered."
18. City Code § 414(c)(6) prohibits solicitors from "indicating or implying city endorsement of their activities or products by the City"
19. City Code § 38-413(c)(3) provides that the City Council may consider "past fraud, misrepresentation, or misstatement in the course of carrying on business" in determining the need for revocation.
20. City Code § 38-413(c)(6) provides that the City Council may consider "providing false or misleading information" in determining the need for revocation.
21. Furthermore, City Code § 38-413(e) provides that:

Failure of any person to comply with any of the ordinances of the city or the laws of the state, or any conditions/restrictions imposed on a license, shall be grounds for denying or revoking a license under this division. The city shall have the discretion to consider, in granting, denying, or revoking a license, any reasonable facts or circumstances relating to public health, safety, and welfare.

22. Based on the foregoing, and pursuant to the above City Code provisions, the City has sufficient grounds to uphold the revocation of the Licenses.

DECISION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELK RIVER, MINNESOTA, based upon the information received and the above FINDINGS, that the City Council of the City of Elk River hereby affirms and upholds the revocation of the Licenses.

BE IT FURTHER RESOLVED, Everlight and Everlight representatives may no longer engage in solicitation within the City of Elk River.

Passed and adopted this 6th day of October 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.9

Meeting Date
October 6, 2025

Prepared By
Mitchell Litfin, Street and Park Superintendent

Item Description
Resolution 25-54: Donation from Elk River Nordic Ski Club

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, Resolution 25-54 accepting donation of materials and equipment from Elk River Nordic Ski Club, to the City of Elk River for public benefit.

Background/Discussion

Elk River Nordic Ski Club has offered to donate materials and equipment currently used for maintenance of winter ski trails. This donation includes (but is not limited to): Six trail grooming screens, one Tidd Tech groomer/track setter, three metal gas cans, three weights for the Tidd Tech groomer/track setter, one wood winter work sled, one porta potty sled, four wood sandwich boards, four wood ski racks, and one pile of material to fabricate new ski trail grooming screens.

The donation will support the continued operation and enhancement of Woodland Trails Regional Park. Upon acceptance, all donated items will become the property of the city and will be maintained accordingly.

Financial Impact

The financial cost of accepting this donation would be the ongoing maintenance of the donated assets, including any necessary repairs, operational expenses, and long-term upkeep required to preserve its value and usability.

Mission/Policy/Goal

Work with citizens to achieve goals.

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 25-54

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

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

WHEREAS, the City of Elk River received a donation of equipment and materials from the Elk River Nordic Ski Club with the intent it be used by the City of Elk River for maintenance of ski trails.

NOW, THEREFORE, BE IT RESOLVED by the City Council, by at least four-fifths vote, to acknowledge the support and commend the Elk River Nordic Ski Club for their donation.

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

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

Passed and adopted this 6th day of October 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.10

Meeting Date
October 6, 2025

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Resolution 25-55: Accept Donation of Flag

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Adopt, by motion, Resolution 25-55 accepting donation of an American Flag.

Background/Discussion
The 8'x5' American flag has been presented to the City of Elk River by Kathy Sandeen of Elk River. We have a number of locations where we fly this size flag, so it will be added to our inventory for use as flags wear out. We thank Kathy for her generous donation.

Financial Impact
N/A

Mission/Policy/Goal
Reflect the culture of our citizens

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 25-55

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

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

WHEREAS, the City of Elk River received an 8'x5' American flag donation from Kathy Sandeen with the intent that it be used by Public Works to be added to inventory as current flags wear out.

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

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

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

Passed and adopted this _____ day of _____ 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.11

Meeting Date
October 6, 2025

Prepared By
Tina Allard, City Clerk

Item Description
Resolution 25-57: Acknowledging Donation from
Zimmerman Fire Relief Association

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested
Adopt Resolution 25-57, acknowledging a donation from the Zimmerman Fire Relief Association.

Background/Discussion
The Zimmerman Fire Relief Association has generously donated \$10,000 to be used for our Fire Academy program. They have been contributing to this program over the years, and we thank them for this donation.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

Attachments
I. Resolution

The Elk River Vision

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**City of Elk River
City Council**

Resolution 25-57

**A Resolution of the City Council of the City of Elk River Acknowledging
Contribution from the Zimmerman Fire Relief Association**

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

WHEREAS, the City of Elk River received a \$10,000 donation from the Zimmerman Fire Relief Association with the intent it be used by the City of Elk River for the Fire Academy Program.

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

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

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

Passed and adopted this 6th day of October 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.12

Meeting Date
October 6, 2025

Prepared By
Tina Allard, City Clerk

Item Description
Resolution 25-58: Accept Funds from Sherburne
County Agricultural Society

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested
Adopt Resolution 25-58, acknowledging funds from the Sherburne County Agricultural Society.

Background/Discussion
The Elk River Fire Department participated in the Sherburne County Fair parade, which was held in July. The theme for this year's parade was *Enjoy the Ride* and the fire department won Grand Champion. The department received a plaque and \$150 for the recognition.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

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 25-58

**A Resolution of the City Council of the City of Elk River Accepting Funds
from the Sherburne County Agricultural Society**

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

WHEREAS, the City of Elk River received a \$150 from the Sherburne County Agricultural Society to the Elk River Fire Department due to their win as Grand Champion in the Sherburne County Fair parade.

NOW, THEREFORE, BE IT RESOLVED by the City Council, by at least four-fifths vote, to acknowledge and accept the winning funds of \$150.

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

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

Passed and adopted this 6th day of October 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Request for Action

To
City Council

Item Number
4.13

Meeting Date
October 6, 2025

Prepared By
Cal Portner, City Administrator

Item Description
Lease Agreement 25-25 for City-owned Property
Located at 509 US-10, Elk River, with the Elk River
Area Chamber of Commerce.

Reviewed by
Tina Allard

Action Requested

Approve, by motion, Lease Agreement 25-25 with the Elk River Area Chamber of Commerce for city-owned property located at 509 US-10, Elk River, MN, PID 75-00557-0105.

Background/Discussion

The city and Elk River Area Chamber of Commerce entered into a lease agreement for the property located at 509 US-10, Elk River, in 1994. The lease outlines the respective obligations and expectations of each entity. The lease amount is for \$1.00 per year. The Chamber is responsible for annual property taxes, utilities, general upkeep, maintenance, and improvements.

The lease was amended in 2014 to extend the term and shift responsibility of the irrigation system repair/maintenance and driveway/parking lot snow removal while the Chamber ensured the property was properly irrigated and mowed/maintained. The insurance and indemnity clauses were also updated.

The lease was further amended in 2019 to extend the term. The term ended in 2025, and the Chamber and the city agreed the term would be maintained until a new lease was approved.

In 2024, the Chamber made a significant investment in the building, including the removal of the deteriorated deck, replacement of entry doors, and moving the upper-level doorway to ensure ADA access.

The new lease extends the term for ten (10) years with options for two consecutive five (5) year extensions. It updates the insurance and indemnity clauses and provides for a recovery of 75% of the recent improvement costs should the city terminate the lease within the initial period due to Eminent Domain, with a 10% depreciation of that amount each year.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Vision and Mission Statements

The Elk River Vision

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



Attachments

1. 2025 Chamber of Commerce Building Lease - Clean
2. Second Amendment of Lease ERACC - COER
3. 2014 Lease Amendment ERACC-COER
4. 1994 Property Lease ERACC-COER

LEASE

THIS LEASE (the “**Lease**”) is made and entered into effective as of the 1st day of September 2025, (the “**Effective Date**”) by and between, the City of Elk River, Minnesota (the “**Landlord**”), and Elk River Chamber of Commerce (the “**Tenant**”).

IN CONSIDERATION of the rentals herein reserved and the covenants and agreements to be kept and performed by Tenant, the parties agree as follows:

ARTICLE 1 LEASED PREMISES

1. **Leased Premises.** Subject to all of the terms and conditions of this Lease, Landlord does hereby lease and rent to Tenant, and Tenant hereby accepts and leases from Landlord, that certain real property described on Exhibit A attached hereto and incorporated herein by reference (the “**Property**”), together with all easements, right -of-ways of record, together with all structures thereon and all appurtenances thereto (the “**Improvements**”), all of which the Property and Improvements are hereinafter collectively referred to as the “**Leased Premises**”.

ARTICLE 2 TERM

2.1 **Initial term.** The initial term of this lease (the “**Initial Term**”) shall be for a period of approximately ten (10) years commencing on the Effective Date (the “**Commencement Date**”) and terminating on the last day of the calendar month in which the 10-year anniversary of the Commencement Date falls, if not sooner terminated as elsewhere provided in this Lease. Landlord and Tenant hereby acknowledge and agree that Tenant is, as of the Effective Date of this Agreement, in possession of the Leased Premises. The Initial Term, together with any exercised Extension Term(s) (as defined below), shall be collectively referred to herein as the “**Term**”.

2.2 **Extension Terms.** Landlord and Tenant hereby agree that, in the event this Lease has not been terminated in accordance with the terms of this Lease, Tenant shall have the option for two consecutive 5-year renewal terms. Tenant can exercise the option for the renewal of the then current Term (whether the Initial Term or any exercised Extension Terms), by providing Landlord with written notice of Tenant’s desire to extend the Term for a period of five (5) years following the then current Term, which such written notice shall be provided to Landlord not less than sixty (60) days prior to the expiration of the then current Term (the “**Extension Notice**”). Each such extension period shall be referred to herein as an “**Extension Term**”, and collectively, as the “**Extension Terms**”.

2.3 **Early Termination.** Tenant, at Tenant’s sole discretion, may terminate this Lease at any time prior to the expiration of the Term (the “**Early Termination**”), by providing Landlord with not less than ninety (90) days prior written notice that Tenant intends to relocate its operations from the Property, and elects to terminate the Lease. Such notice to Landlord shall specify the effective date for such Early Termination, and upon such Early Termination, neither party shall have any further obligations to the other under this Lease, except such obligations as may have arisen prior to such Early Termination.

ARTICLE 3 RENT

3.1 Rent. Tenant shall pay to Landlord as the “Base Rent” for the Term the sum of ten and 00/100 Dollars (\$10.00). The Base Rent shall be payable in equal yearly installments of One and 00/100 Dollar (\$1.00) and shall be payable in advance, on or before the first (1st) day of September commencing November 1, 2025, and continuing during the Term.

3.2 Late Payments. If the Rent, as defined in Section 3.1 above, or any portion thereof, is not paid on its due date, Tenant shall pay to Landlord on demand, interest at the “prime rate” as published from time to time in the Wall Street Journal (the “**Applicable Rate**”) or the highest interest rate allowed by law, whichever is lower on the unpaid amount from the date due, until paid. In addition, if Tenant fails to pay any installment or other payment of Rent within thirty (30) days of the date the same is due, Tenant will pay Landlord a late payment charge equal to five percent (5%) of the amount of the delinquent payment.

3.3 Security Deposit. Tenant shall not pay a security deposit to Landlord.

3.4 Rent and Additional Rent. Tenant agrees that all other sums of money or charges other than Base Rent required to be paid by Tenant under the provisions of this Lease shall be deemed to be “**Additional Rent.**” “**Rent**” whenever used in this Lease shall refer to Base Rent and Additional Rent. If such amounts are not paid by Tenant at the time provided in this Lease, they shall, nevertheless, be collectible from Tenant as additional Rent with the next installment of Rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any sum at the time it becomes due and payable hereunder or limit any other remedy of Landlord. Rent shall be payable to Landlord, at such address as Landlord shall designate in writing from time to time.

3.5 Rent Tax. Should any governmental agency or any political subdivision thereof or any other authority possessing jurisdiction and authority to impose a tax, assessment, excise and/or surcharge of any kind or nature upon, against or with respect to (i) all or any part of the Rent (as such term is defined by such authority) to be paid by Tenant under this Lease, (ii) all or any part of the Rent (as such term is defined by such authority) to be received by Landlord under this Lease, or (iii) Landlord's interest in the Leased Premises or this Lease, Tenant covenants to promptly pay and discharge such tax, assessment, excise and/or surcharge, it being the intention of the parties hereto that the Rent to be paid hereunder shall be paid to Landlord absolute, without deduction of any nature whatsoever foreseeable or unforeseeable, ordinary or extraordinary, or of any nature, kind or description.

ARTICLE 4 EXPENSES

4.1 Repair and Maintenance Tenant Obligations. Tenant, at Tenant’s sole cost and expense, shall be obligated to maintain and repair the Leased premises, including: all loss, damage, maintenance, and repairs, of any kind, to the Premises, including structures and personal property

located on the Premises, and all costs associated with the foregoing. Tenant shall keep the Leased Premises in good and fully operative condition and repair, reasonable wear and tear excepted. Notwithstanding anything to the contrary in this Lease, Tenant shall be responsible for the repair of any damage caused solely by the negligence or willful misconduct of Tenant, its agents, employees or contractors. Any repairs or replacements performed by Tenant must be in accordance with all Applicable Laws.

4.2 Repair and Maintenance Landlord Obligations. Landlord, at Landlord's sole cost and expense, shall be obligated to maintain and repair the Leased Premises, including: sidewalks, driveway and parking areas on the Land, snow removal from the driveway and parking areas, and the irrigation system for the Land.

4.3 Property Taxes and Assessments. Tenant shall be responsible for all real property taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease directly to the charging authority, prior to the same becoming delinquent. Landlord shall be responsible for any installments of special assessments due and payable in respect of the Property during the Term, directly to the charging authority, prior to the same becoming delinquent.

4.4 Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes charged against Tenant's personal property. Tenant shall use all reasonable efforts to have Tenant's personal property taxed separately from the Leased Premises. If any of Tenant's personal property is taxed with the Property, Tenant shall pay the taxes attributable to Tenant's personal property to Landlord as Additional Rent.

4.5 Utilities. Tenant shall be solely responsible for paying, directly to the applicable service or utility companies, prior to delinquency, all charges of every nature, kind or description for services and utilities furnished to the Leased Premises or chargeable against the Leased Premises (including, without limitation, charges imposed by any utility or service company as a condition precedent to furnishing or continuing to furnish utilities or services to the Leased Premises), including, without limitation, all charges for water, sewage, heat, gas, light, garbage and rubbish removal, electricity, telecommunications, cable, or other public or private utilities and services.

ARTICLE 5 USE

5.1 Permitted Use. The premises shall be used only for the operation of an office for Tenant's business and for no other use or purpose whatsoever. Specifically, Tenant shall not use the Premises for retail or private commercial purposes. Tenant is solely permitted to use the Premises as described herein and as depicted in Exhibit A.

5.2 Operations. Tenant shall not use the Leased Premises or other portion of the Property for any business or use other than the Permitted Uses as set forth in Section 5.1 above without first obtaining Landlord's prior written consent which shall not be unreasonably withheld. Tenant shall conduct the Business in a reputable manner as a quality establishment in accordance with the standards of a first-class operation and the Permitted Exceptions. Tenant will not use or occupy the

Leased Premises for any unlawful purpose, and will comply with the Permitted Exceptions, and with all federal, state and local laws, rules, regulations, codes, ordinances, and all licenses, permits and orders of any governmental entity having jurisdiction (collectively the “**Applicable Laws**”). In no event shall Tenant use or occupy the Leased Premises for any unlawful purpose, or in any manner which shall not comply with all Applicable Laws. Tenant will not use the Leased Premises, or knowingly permit the Leased Premises to be used in violation of any Applicable Laws, or in any manner that would (a) violate any of the terms or conditions of the Permitted Exceptions, or any certificate of occupancy, affecting the Leased Premises; (b) make void or voidable any insurance now or after the Effective Date in force with respect to the Leased Premises; (c) cause injury or damage to the Leased Premises; (d) cause substantial diminution in the value or usefulness of all or any part of the Leased Premises (reasonable wear and tear excepted); or (e) constitute a public or private nuisance or waste.

5.3 Acceptance of Leased Premises. Tenant acknowledges and agrees that Tenant has had a full and adequate opportunity to view and inspect the Leased Premises and that neither Landlord nor any agent, contractor or employee of Landlord has made any representation or warranty of any kind with respect to the Leased Premises, specifically including, but not limited to, any representation or warranty of suitability or fitness of the Leased Premises for any particular purpose. Tenant's occupancy of the Leased Premises conclusively establishes Tenant's acceptance of the Leased Premises, including without limitation Landlord's fixtures and equipment, in an “AS IS - WHERE IS” condition, “WITH ALL FAULTS”, and without warranty or representation of any type whatsoever by Landlord as to the condition of the Leased Premises.

ARTICLE 6 CHANGES AND ALTERATIONS

6.1 Landlord Approval. Tenant will not make any structural alterations to the Facility without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to commencing any such structural alterations to the Property, Tenant shall obtain all necessary permits and licenses and shall provide Landlord with such information relating to the alterations as Landlord reasonably requests. Tenant will construct all approved alterations or cause all approved alterations to be constructed in a good and workmanlike manner, in compliance with all Applicable Laws.

6.2 Tenant's Responsibility for Cost and Insurance. Tenant will pay the cost and expense of all alterations. Prior to commencing any alterations requiring Landlord's consent under Section 6.1 above, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) demolition (if applicable) and payment and performance bonds, (b) builder's “all risk” insurance in an amount at least equal to the replacement value of the alterations, and (c) evidence that Tenant and each of Tenant's contractors have in force liability insurance insuring against construction related risks in at least the form, amounts and coverages required of Tenant under Article 7. The insurance policies described in clauses (b) and (c) of this section must name Landlord as an additional insured, specifically including completed operations.

6.3 Construction Obligations and Ownership. Landlord may inspect construction of the alterations. Immediately after completing the alterations, Tenant will furnish Landlord with

contractor affidavits and full and final lien waivers covering all labor and materials expended and used in connection with the alterations. Tenant will remove any alterations Tenant constructs in violation of this Article 6 within ten (10) days after Landlord's written request. All alterations Tenant makes or installs (including all telephone, computer, security and other wiring and cabling located within the walls of and outside the Leased Premises but excluding Tenant's personal property and Tenant's Equipment) become the property of Landlord and a part of the Facility immediately upon installation.

6.4 Liens. Tenant will keep the Leased Premises and Property free from any mechanics', materialmen's, designers' or other liens arising out of any work performed, materials furnished, or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Tenant will notify Landlord in writing thirty (30) days prior to commencing any alterations in order to provide Landlord the opportunity to record and post notices of non-responsibility or such other protective notices available to Landlord under the Applicable Laws. If any such liens are filed and Tenant, within fifteen (15) days after such filing, does not release the same of record or provide Landlord with a bond or other security satisfactory to Landlord protecting Landlord and the Leased Premises against such liens, Landlord may, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under this Lease, cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord pays (including, without limitation, reasonable attorneys' fees and costs).

6.5 Signs and equipment of Tenant. Tenant may install in or about the Leased Premises such signs and operating equipment as may be necessary for the operation of its Business, all in accordance with this Lease and Applicable Laws, including any permits or licenses required by the City of Elk River. Said signs and operating equipment constitute a part of "Tenant's Equipment" as described below. Landlord may, at the termination of this Lease, require the removal by Tenant, at Tenant's expense, of any such signs and equipment. Tenant shall be responsible for any damage resulting from the removal of Tenant's Equipment or other personal property. For all purposes under this Lease, Tenant shall be deemed to own all equipment separately acquired and installed by Tenant which constitute trade fixtures and all interior and exterior signage installed by Tenant pursuant to the terms of this Lease ("**Tenant's Equipment**").

ARTICLE 7

INSURANCE; WAIVER OF CLAIMS; INDEMNIFICATION

7.1 Property Insurance. Landlord, at Landlord's sole cost and expense, without reimbursement or contribution by Tenant, shall maintain, at all times during the Term, fire and extended coverage insurance respecting the Leased Premises, including all Improvements located thereon, in an amount equivalent to the full replacement value thereof (excluding foundation and excavation costs) against loss or damage by fire and other perils covered by the extended risk coverage, including without limitation, hail. Landlord shall be solely responsible for the amount of any deductible payable under such fire and extended coverage insurance, unless such casualty was caused by the gross negligence or willful misconduct of Tenant, in which case Tenant shall be responsible for the amount of such deductible. Landlord shall deliver proof of the existence of

such insurance (i.e. a copy of the policy) to Tenant upon demand from Tenant. If Landlord fails to maintain such insurance, Tenant shall have the right to procure the same, and the cost thereof shall be due and payable by Landlord to Tenant upon demand, and in the event Landlord fails to reimburse Tenant for the cost of such insurance premiums, within thirty (30) days of written invoice thereof from Tenant, Tenant may apply the reasonable cost of such repairs against the next maturing monthly installment of Rent due hereunder. as Additional Rent.

Tenant shall place and maintain at all times during the Term, at Tenant's sole cost and expense, fire and extended coverage insurance covering all of Tenant's trade fixtures and personal property which may from time to time be located on or about the Property in such amount as Tenant deems appropriate.

7.2 Non-Liability of Landlord. Landlord and, its owners, partners, agents, employees, contractors and affiliates (collectively the "**Landlord Parties**") are not liable to Tenant, or those claiming by, through or under Tenant, for any damage or claims, however caused, arising from loss or damage to Tenant's Equipment or any books, records, computer or other electronic equipment, data or media, files, artwork, money, securities, negotiable instruments or papers, or any other personal property on the Property belonging to Tenant, or any of Tenant's employees, agents, contractors, guests or invitees, or for any fire, robbery, theft, assault, or any other casualty, any leakage or bursting of pipes or water vessels or any roof or wall leakage or other water damage, in any part or portion of the Property.

7.3 Waiver. Landlord hereby waives and releases all claims, liabilities and causes of action against Tenant and its agents, servants and employees for loss or damage to, or destruction of, the Property or Leased Premises or any portion thereof, including the Facility, Landlord's fixtures and equipment, and other improvements situated thereon, or any other personal property of Landlord located on the Property, resulting from fire, explosion or the other perils, but only to the extent the same is covered by the insurance carried pursuant to this Lease by either Landlord or Tenant, whether caused by the negligence of any of said persons or otherwise. Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property of Tenant in, upon or about the Property, resulting from fire, explosion or the other perils, but only to the extent the same is covered by the insurance carried pursuant to this Lease by either Landlord or Tenant, whether caused by the negligence of any of said persons or otherwise. All insurance obtained by either party pursuant to this Lease shall include a waiver of subrogation in favor of the other party.

7.4 Liability Insurance. Tenant shall place and maintain, at Tenant's sole cost and expense, (a) commercial general liability insurance by an insurer, in the minimum amount of \$2,000,000 per occurrence; \$2,000,000 annual aggregate, and (b) Equipment Breakdown Coverage on all such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as landlord may from time to time reasonably require. The Landlord shall be listed as an "additional insured" on all such insurance policies. A copy of said policy shall be delivered to Landlord prior to the Commencement Date and, thereafter, evidence of the renewal of said insurance shall be delivered to Landlord not less than thirty (30) days prior to the expiration of said coverage. If Tenant fails to maintain such insurance, Landlord shall have

the right to procure the same, and the cost thereof shall be due and payable by Tenant to Landlord upon demand as Additional Rent.

7.5 Workman's Compensation Insurance. Tenant shall also, at Tenant's sole cost and expense, maintain workman's compensation insurance within statutory limits covering Tenant's employees in, or about the Leased Premises.

7.6 Tenant's Indemnification. Except for the claims waived by Landlord in Section 7.3, Tenant hereby releases and agrees, to the fullest extent allowable under the Applicable Laws, to indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all liability, claims, actions or proceedings, together with all related damages, costs and expenses, including reasonable attorney's fees, arising from (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) any act, omission, negligence or misconduct of Tenant, or any of Tenant's agents, employees, contractors, licensees, guests or invitees in or about the Leased Premises, (c) any accident, injury, occurrence or damage in or about, the Leased Premises during the Term, (d) any proceedings instituted by Tenant, or by or against any person holding any interest in the Leased Premises (other than Landlord), to which any of the Landlord Parties becomes or is made a party to the extent that the proceedings arise in connection with an event caused in whole or in part by Tenant, (e) arising from the foreclosure, or attempted foreclosure, of any lien for labor or materials furnished to or for the Tenant, or (f) otherwise arising out of or resulting from any act or omission of Tenant, or any of Tenant's employees, agents, contractors, licensees, guests or invitees. If any such claim, action or proceeding is brought, or any such liability is asserted, against Landlord, then Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to any persons, in, upon or about the Leased Premises arising from Tenant's use, occupancy or possession of the Property, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's obligations under this Section 7.6 shall survive the expiration or earlier termination of this Lease.

ARTICLE 8 DAMAGE OR DESTRUCTION

8.1 Destruction. In the event the Leased Premises is damaged or destroyed by fire or other casualty that results in Tenant's use and enjoyment of the Leased Premises and/or such other portions of the Property to which Tenant has use of under this Lease, for its business purposes being materially adversely affected, then, either Tenant or Landlord shall have the right to terminate this Lease upon ten (10) days written notice to the other party, which notice must be given within thirty (30) days after the date of the occurrence of said damage or destruction. If the Lease is not terminated in accordance with this Section 8.1, then Landlord, at Landlord's sole expense, with the available insurance proceeds, and with reasonable diligence, shall promptly repair and reconstruct the Leased Premises, to substantially the same condition to which the same were in immediately prior to said damage or destruction, subject to the limit of the available insurance funds.

8.2 Rent Payments. In the event the Leased Premises is damaged or destroyed, not due

to the gross negligence or willful misconduct of Tenant, and this Lease is not terminated as provided in Section 8.1 above, a just and proportionate part of the Rent shall be abated until the repairs have been completed and, in the event this Lease is terminated as provided in Section 8.1 above, that part of the Rent paid in advance for the period after the date on which the damage or destruction occurred shall be refunded.

8.3 Proceeds of Insurance. Except as otherwise provided in this Article 8, Landlord shall be entitled to all insurance proceeds payable by Tenant's insurance provider for damage to the Property exclusive of such amounts, if any, payable to Tenant solely for Tenant's furniture, fixtures and equipment regardless of whether this Lease is terminated by either party.

ARTICLE 9 EMINENT DOMAIN

In the event of a total condemnation of the Leased Premises, this Lease shall terminate, and the Rent and all other obligations under the Lease provided for herein, shall abate as of the date the title to the Leased Premises vests in the condemning authority. Landlord recognizes the improvements to the building by Tenant prior to entering this lease. In the event of total condemnation, Landlord shall reimburse Tenant for up to 75% of the agreed upon value of the improvements of \$100,000, for the next 10 years, at a depreciation rate of 10% per year. After the initial term of this Lease, Tenant is not entitled to reimbursement for any of the Improvements in the event of condemnation.

In the event of any less than total condemnation of the Leased Premises and/or such other portions of the Property to which Tenant has use of under this Lease, which nevertheless, results in Tenant's use and enjoyment of the Leased Premises and/or such other portions of the Property to which Tenant has use of under this Lease, for its business purposes being materially adversely affected by reason of said condemnation or taking, in Tenant's reasonable discretion, either party may, upon written notice given to the other party within thirty (30) days after the title to the portion of the Property so taken vests in the condemning authority, terminate this Lease, in which event the Rent payable by Tenant under this Lease shall abate as of the date of said termination. In the event of any said condemnation which does not result in the termination of this Lease as provided above, Landlord shall, at Landlord's expense, restore the Leased Premises and such other portions of the Property to which Tenant has use of under this Lease, to the condition which, as nearly as practicable, existed prior to said condemnation; provided, however, in no event shall Landlord be required to expend more monies in effecting said restoration than are received by Landlord in said condemnation and equitably allocated to the taking respecting the Property. All condemnation awards respecting any said taking shall belong to Landlord, and Tenant shall assert no interest therein; provided, however, that Tenant shall at all times be entitled to maintain any action for, and recover, any award for a taking of Tenant's Equipment and other personal property and/or trade fixtures and for Tenant's moving and relocation expenses.

ARTICLE 10 SUBLEASE AND ASSIGNMENT

Tenant may sublease for a potential business incubator opportunity. However, Tenant shall not assign or in any manner transfer or encumber this Lease or any interest in or of the same, nor sublet all or any part of the Leased Premises, nor permit occupancy by anyone with, through or under it, without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Consent by Landlord to one or more assignment(s) of this Lease or to one or more subletting(s) of the Leased Premises shall not operate as a waiver of the requirement to obtain Landlord's prior written consent under this Article 10 to any subsequent assignment or subletting. No such assignment or subletting shall release Tenant of any of its obligations under this Lease, or the obligations of any guarantor of Tenant's obligations hereunder or be construed or taken as a waiver of any of Landlord's rights or remedies pursuant to this Lease.

ARTICLE 11 DEFAULTS; REMEDIES

11.1 Events of Default. The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease. Landlord and Tenant agree that the notices required by this Section 11.1 are intended to satisfy any and all notice requirements imposed by the Applicable Laws and are not in addition to any such requirements.

11.1.1 Failure to Pay Rent. Tenant fails to pay any Rent or any Additional Rent amount as and when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of Tenant's failure to pay Rent when due.

11.1.2 Failure to Perform. Tenant breaches or fails to perform any of Tenant's nonmonetary obligations under this Lease and the breach or failure continues for a period of thirty (30) days after Landlord notifies Tenant of Tenant's breach or failure; provided that if Tenant is not able through the use of commercially reasonable efforts to cure its breach or failure within such thirty (30) day period, and provided; (a) such breach does not involve a monetary obligation of Tenant hereunder; or (b) cause Landlord to be in default or non-compliance with any legal obligation to which Landlord or the Property is subject, then Tenant's breach or failure is not an Event of Default if Tenant commences to cure its breach or failure within the such thirty (30) day period and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed an additional sixty (60) days after the expiration of the initial thirty (30) day period.

11.1.3 Other Defaults. The occurrence of any one or more of the following: (a) Tenant's filing of a petition under any chapter of the U.S. Bankruptcy Code, or under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted, or Tenant's making a general assignment or general arrangement for the benefit of creditors; (b) the filing of an involuntary petition under any chapter of the Bankruptcy Code, or under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted, or the filing of a petition for adjudication of bankruptcy or for reorganization or rearrangement, by or against Tenant and such filing not being dismissed within sixty (60) days; (c) the entry of an order for relief under any chapter of the Bankruptcy Code, or under any federal, state or foreign bankruptcy or insolvency statute now existing or hereafter enacted; (d) the appointment of a "custodian," as such term is defined in the Bankruptcy Code (or of an equivalent thereto under any federal, state

or foreign bankruptcy or insolvency statute now existing or hereafter enacted), for Tenant, or the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets (or Tenant's assets located at the Leased Premises) or of Tenant's interest in this Lease; or (e) the subjection of all or substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease to attachment, execution or other judicial seizure. If a court of competent jurisdiction determines that any act described in this section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Leased Premises (or if Tenant remains a debtor in possession of the Leased Premises) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord is entitled to receive, as Additional Rent, the amount by which the Rent (or any other consideration) paid in connection with the transfer exceeds the Rent otherwise payable by Tenant under this Lease.

11.2 Remedies. Upon the occurrence of any Event of Default, Landlord may at any time and from time to time, without notice or demand and without preventing Landlord from exercising any other right or remedy, exercise any one or more of the following remedies:

11.2.1 Termination of Lease. Terminate this Lease effective on the date Landlord specifies in Landlord's notice to Tenant. Upon termination, Tenant will immediately surrender possession of the Leased Premises to Landlord as provided in Article 12. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant will pay to Landlord on demand all damages Landlord incurs by reason of Tenant's default, including, without limitation, (a) all Rent and Additional Rent due and payable under this Lease as of the effective date of the termination; (b) any amount necessary to compensate Landlord for any detriment proximately caused Landlord by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would likely result from Tenant's failure to perform; and (c) an amount equal to the amount by which (i) the present worth, as of the effective date of the termination, of the Rent for the balance of the Term remaining after the effective date of the termination (assuming no termination and Rent equal to the amount of the then applicable Base Rent) exceeds (ii) the present worth, as of the effective date of the termination, of a fair market Rent for the Leased Premises for the same period (as Landlord reasonably determines the fair market Rent). For purposes of this Section, Landlord will compute present worth by utilizing the Short Term Applicable Federal Rate as the discount rate.

11.2.2 Present Worth of Rent. Recover from Tenant, and Tenant will pay to Landlord on demand, an amount equal to the sum of (a) all Rent past due (together with interest thereon at the Applicable Rate), plus (b) the then present worth, as of the date of such recovery, of the aggregate of the Rent and any other charges payable by Tenant under this Lease for the then-unexpired portion of the Term. Landlord will employ a discount rate equal to the Short Term Applicable Federal Rate in effect under Internal Revenue Code Section 1274(d) at the time of such breach to compute present worth.

11.2.3 Other Remedies. Pursue any other remedy now or hereafter available to Landlord under Applicable Laws. All rights and remedies of Landlord under this Lease are cumulative and the exercise of any one or more remedies at any time or from time to time does not limit or preclude the further exercise by Landlord of the same or any other rights or remedies at any time or from time to time.

11.3 Costs. Tenant will reimburse and compensate Landlord on demand and as Additional Rent for any actual loss Landlord incurs in connection with, resulting from or related to any breach or default of Tenant under this Lease, regardless of whether the breach or default constitutes an Event of Default, and regardless of whether suit is commenced or judgment is entered. Such loss includes all reasonable attorney's fees, costs and expenses (including paralegal fees, expert fees, and other professional fees and expenses) Landlord incurs investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting Landlord's interests under this Lease. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, but not limited to, reasonable attorneys' fees and paralegal and other professional fees and expenses, Landlord incurs in connection with any bankruptcy or insolvency proceeding involving Tenant including, without limitation, any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

11.4 Waiver and Release by Tenant. Tenant waives and releases all claims Tenant may have resulting from Landlord's re-entry and taking possession of the Leased Premises by any lawful means and removing, storing or disposing of Tenant's property as permitted under this Lease, regardless of whether this Lease is terminated and, to the fullest extent allowable under the Applicable Laws, Tenant releases and will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against any and all claims arising therefrom. No such reentry is to be considered or construed as a forcible entry by Landlord.

11.5 Landlord's Default. Landlord will not be in default under this Lease unless Landlord breaches or fails to perform any of Landlord's obligations under this Lease and the breach or failure continues for a period of thirty (30) days after Tenant notifies Landlord in writing of Landlord's breach or failure; provided that if Landlord is not able through the use of commercially reasonable efforts to cure the breach or failure within such thirty (30) day period, Landlord's breach or failure is not a default as long as Landlord commences to cure its breach or failure within the thirty (30) day period and thereafter diligently pursues the cure to completion.

11.6 No Waiver. No failure by either Landlord or Tenant to insist upon the performance of any provision of this Lease or to exercise any right or remedy upon a breach or default thereof constitutes a waiver of any such breach or default. Any such waiver of performance or a right or remedy under this Agreement may be made only in writing signed by the party providing the waiver. One or more waivers by a party is not to be construed as a waiver by that party of a subsequent breach or default of the same provision.

ARTICLE 12 SURRENDER; HOLDING OVER

12.1 Surrender of Leased Premises. Tenant will surrender the Leased Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair,

reasonable wear and tear, casualty (subject to Landlord's rights with respect to any Tenant damage) excepted, and will surrender all keys to the Leased Premises to Landlord at the place then fixed for Tenant's payment of Rent or as Landlord otherwise directs. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, in the Leased Premises. Tenant will at such time remove all of Tenant's Equipment and other personal property from the Leased Premises. Tenant will promptly repair any damage to the Leased Premises caused by such removal. Tenant hereby releases and agrees to indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless Landlord from and against any claim resulting from Tenant's failure or delay in surrendering the Leased Premises in accordance with this Section, including, without limitation, any claim made by any succeeding occupant founded on such delay. All of Tenant's Equipment and other personal property not removed on or before the last day of the Term is deemed abandoned. Landlord may remove all such abandoned property from the Leased Premises and cause its transportation and storage in a public warehouse or elsewhere at the cost and for the account of Tenant, and if Tenant fails to pay the storage charges therefore Landlord may cause such property to be sold or otherwise disposed of without further obligation or any accounting to Tenant. Landlord will not be liable for damage, theft, misappropriation or loss of any such property or in any manner in respect thereto.

12.2 Holding Over. If Tenant possesses the Leased Premises after the Term expires or is otherwise terminated without executing a new lease and without Landlord's written consent, Tenant shall be deemed to be occupying the Leased Premises without claim of right (but subject to all terms and conditions of this Lease) and, in addition to Tenant's liability for failing to surrender possession of the Leased Premises as provided in Section 12.1, Tenant will pay Landlord a daily holdover charge for each day of occupancy after expiration of the Term in an amount equal to one hundred twenty percent (120%) of Tenant's Base Rent obligation (on a daily basis) existing immediately prior to the expiration of the Term or termination of this Lease, plus all Additional Rent as described in this Lease. Landlord and Tenant stipulate and agree that Landlord's acceptance of the daily holdover charge or any rent shall in no way waive Landlord's right to re-enter the Leased Premises during any hold-over period, nor shall the acceptance of such daily holdover charge or rent by Landlord create a month-to-month tenancy.

ARTICLE 13

NOTICES

13.1 Notices. Any notice or election required or permitted to be given or served by any party hereto upon any other shall be deemed given or served in accordance with the provisions of this Agreement if said notice or election is to the parties, with copies, at the addresses listed below, by one of the following methods: (a) delivered personally; (b) sent by certified or registered mail, return receipt requested, postage prepaid; (c) sent by reputable overnight delivery service designated for next business day delivery, with delivery charge prepaid; or (d) sent by e-mail or facsimile transmission. Communications personally delivered will be deemed received upon delivery, communications sent by certified mail will be deemed received two (2) business days following the date of the postmark, communications sent by overnight delivery will be deemed received on the next business day and communications sent by e-mail or facsimile will be deemed received on the day sent if sent on a business day before 5:00 P.M Central Time. All other communications sent by email or facsimile will be deemed received on the first business day after

they are sent.

If to Landlord: The City of Elk River
 Attention: City Administrator
 13065 Orono Parkway
 Elk River, MN 55330
 E-Mail: CPortner@ElkRiverMN.gov

If to Tenant: Elk River Chamber of Commerce
 Attention: Executive Director
 509 US-10
 Elk River, MN 55330
 E-Mail: debbi@elkriverchamber.org

Any party hereto may change its address for the service of notice hereunder by giving written notice of said change to the other party hereunder in the manner specified above.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 Transfer of Landlord's Interest. If Landlord transfers (other than for collateral security purposes) its ownership interest in the Leased Premises, the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the transfer. Landlord's covenants and obligations under this Lease bind each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such transfer, the transferor shall remain entitled to the benefits of Tenant's releases and indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor's period of ownership.

14.2 Successors. The covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, bind Tenant and its successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

14.3 Captions and Interpretation. The captions of the articles and sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.

14.4 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.

14.5 Entire Agreement; Amendment. All exhibits, addenda and schedules attached to this Lease, if any, are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the leasing of the Leased Premises from and after the Commencement Date. All previous Leases, and all prior

and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Lease. No subsequent alteration, amendment, change or addition to this Lease is binding on Landlord or Tenant unless it is in writing and signed by the party to be charged with performance.

14.6 Severability. If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.

14.7 Survival. All of Tenant's obligations under this Lease (together with interest on payment obligations at the Applicable Rate) accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease. Further, all of Tenant's releases and indemnification, defense and hold harmless obligations under this Lease survive the expiration or other termination of this Lease, without limitation.

14.8 Brokers. Landlord and Tenant each represents and warrants to the other that it has not had any dealings with any realtors, brokers, finders or agents in connection with this Lease and each releases and agrees to indemnify the other from and against any claims based on the failure or alleged failure to pay any realtors, brokers, finders or agents and from any cost, expense or liability for any compensation, commission or charges claimed by any realtors, brokers, finders or agents claiming by, through or on behalf of it with respect to this Lease or the negotiation of this Lease.

14.9 Governing Law. This Lease is governed by, and must be interpreted under, the internal laws of the state of Minnesota. Any suit arising from or relating to this Lease must be brought in the county in which the Leased Premises is located or, if the suit is brought in federal court, in any federal court appropriate for suits arising in such county; Landlord and Tenant waive the right to bring suit elsewhere.

14.10 Time is of the Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

14.11 No Accord and Satisfaction. No statement on a payment check from Tenant or in a letter accompanying a payment check is binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of any such statement. No acceptance by Landlord of full or partial Rent during the continuance of any breach or default by Tenant constitutes a waiver of any such breach or default. If Tenant pays any amount other than the actual amount due Landlord, receipt or collection of such partial payment does not constitute an accord and satisfaction. Landlord may retain any such partial payment, whether restrictively endorsed or otherwise, without prejudice to Landlord's right to collect the balance properly due. If all or any portion of any payment is dishonored for any reason, payment will not be deemed made until the entire amount due is actually collected by Landlord. The foregoing provisions apply in kind to the receipt or collection of any amount by a lock box agent or other person on Landlord's behalf.

14.12 Force Majeure. If performance of this Lease or of any obligation hereunder (other than the payment of Rent or other sums due hereunder) is prevented or substantially restricted or interfered with by reason of any event of Force Majeure (as defined below), the affected party, upon giving notice to the other party, shall be excused from such performance to the extent of and for the duration of such prevention, restriction or interference. The affected party shall use its reasonable efforts to avoid or remove such causes of non-performance and shall continue performance as soon as such causes are removed.

“Force Majeure” means any occurrence beyond the reasonable control of a party, which causes that party to be unable to perform, in whole or in part, an obligation under this Lease (other than the payment of money), and which was not anticipated as of the Effective Date, and which could not have been avoided by the exercise of due diligence. Force Majeure includes, but is not limited to: (i) acts of God and natural catastrophes; (ii) actual or threatened civil disturbance, terrorism, war, or riot; (iii) strike or other labor dispute (in which case the affected party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable); (iv) any change in Applicable Law or regulation or any order from an authority with appropriate jurisdiction that makes it impossible for a party to perform its obligations hereunder; and (v) emergencies declared by governmental authorities having jurisdiction, including any state or federal regulator or legislature.

14.13 Quiet Enjoyment. Landlord covenants and agrees that Tenant will quietly hold, occupy and enjoy the Leased Premises and such other portions of the Property as Tenant shall have rights to use and/or occupy under this lease, during the Term, subject to the Permitted Exceptions, Applicable Laws, and the terms and conditions of this Lease, free from molestation or hindrance by Landlord or any person claiming by, through or under Landlord, if Tenant pays all Rent as and when due and keeps, observes and fully satisfies all other covenants, obligations and agreements of Tenant under this Lease.

14.14 No Recording. Tenant will not record this Lease, but the parties agree to record a Memorandum of Lease, if requested by either party, in form and substance reasonably acceptable to Landlord.

14.15 Counterparts. This Lease may be executed in any number of counterparts, each and all of which shall constitute one and the same instrument.

14.16 Business Day. A “business day” for purposes of this Lease shall mean Monday through Friday of each week, except, however, New Year’s Day, Memorial Day, Juneteenth, the 4th of July, Labor Day, Thanksgiving Day, and Christmas Day, to the extent any such day falls on any day of the week from Monday through Friday.

14.17 Construction of Lease and Terms. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord

and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft of the same.

Landlord and Tenant have each caused this Lease to be executed and delivered by their duly authorized representatives to be effective as of the Effective Date.

[Signature Page to Follow]

LANDLORD:

The City of Elk River

By: _____

John Dietz, Mayor

And: _____

Tina Allard, City Clerk

TENANT:

Elk River Chamber of Commerce

By: _____

Its: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

That part of Lot 1, Block 1, Creamery Addition, according to said plat on file and of record in the officer of the County Recorder, Sherburne County, Minnesota, described as follows:

Beginning at the most Northerly corner of said Lot 1; thence South 12 degrees 26 minutes 08 seconds West, an assumed bearing along the Westerly line of said Lot 1, a distance of 135.23 feet to the Southwesterly corner of said Lot 1, thence South 51 degrees 47 minutes 48 seconds East, along the Southwesterly line of said Lot 1, a distance of 181.43 feet; thence North 38 degrees 12 minutes 12 seconds East, a distance of 47 feet; thence North 51 degrees 47 minutes 48 seconds West, a distance of 86.89 feet; thence North 38 degrees 12 minutes 12 seconds East, a distance of 72.95 feet to the Northeasterly line of said Lot 1; thence Northwesterly, a distance of 153.69 feet, along said Northeasterly line of Lot 1, said line being a non-tangential curve concave to the Southwest have a radius of 3729.83 feet, a central angle of 02 degrees 21 minutes 39 seconds and a chord bearing of North 50 degrees 45 minutes 29 seconds West, to the point of beginning.

SECOND AMENDMENT OF LEASE

This SECOND AMENDMENT OF LEASE (“Second Amendment of Lease”) is entered into and effective as of the 1st day of September, 2019 (the “Effective Date”) by and between the City of Elk River (the “Landlord”), and the Elk River Area Chamber of Commerce (the “Tenant”). Landlord and Tenant are sometimes jointly referred to in this Second Amendment as the “Parties.”

BACKGROUND:

A. The Parties entered into that certain Lease dated September 1, 1994 for the lease of the Premises as defined in such lease, and as legally described and depicted on Exhibit A to such lease (the “Premises”). This lease was subsequently amended by the Parties by that certain Amendment of Lease dated September 1, 2014 (the “Amendment of Lease”). Such lease and such Amendment of Lease are collectively referred to in this Second Amendment of Lease as the “Lease.”

B. The term of the Lease expired on September 1, 2018. However, by agreement of the Parties, Tenant has since continued to occupy the Premises as a month-to-month tenancy on the same terms and conditions of the Lease, as applicable, and continues to do so until the Effective Date.

C. The Parties intend and desire by this Second Amendment of Lease to again specifically amend the Lease and extend the Term as set forth in this Second Amendment of Lease.

In consideration of the promises, representations and warranties in the Lease, and this Second Amendment of Lease, and other good and valuable consideration mutually exchanged, and the receipt and sufficiency of which the Parties each hereby acknowledge, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT:

1. Article 2 of the Lease is deleted in its entirety, and replaced with the following new Article 2:

ARTICLE 2.

TERM

2.1) The term of the Lease shall resume as a fixed term starting on September 1, 2019 for a further extended fixed term of three (3) years from such date until August 31, 2022 (the “First 3-Year Term”), unless terminated as provided herein.

2.2) Provided the Lease is in full force and effect and Tenant is not in default of any of the terms or conditions of the Lease, the term of the Lease shall be automatically extended starting on September 1, 2022 for a further extended fixed

term of three (3) years from such date until August 31, 2025 (the “Second 3-Year Term”), unless terminated as provided herein.

2.3) Tenant may terminate the Lease at any time during either the First 3-Year Term or the Second 3-Year Term by delivering to the Landlord advance written notice of such termination of not less than ninety (90) days prior to the date of such termination.

The First 3-Year Term and the Second 3-Year Term are collectively referred to as the “Term.”

2. All other provisions of the Lease shall remain in effect for the remainder of the Term, as amended by this Second Amendment of Lease.

Landlord and Tenant have executed this Second Amendment of Lease as of the Effective Date.

Landlord:

City of Elk River

By _____
John J. Dietz, Mayor

By _____
Tina Allard, City Clerk

Tenant:

Elk River Area Chamber Of Commerce

By _____
Debbi Rydberg, Executive Director

AMENDMENT OF LEASE

This Amendment of Lease ("Amendment") entered into this 8th day of September, 2014, by and between the City of Elk River ("Landlord") and Elk River Area Chamber of Commerce ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease dated September 1, 1994 ("Lease") pursuant to which Landlord leased to Tenant that certain parcel of real property situated in Sherburne County, Minnesota, legally-described on Exhibit A attached hereto (the "Land"); and

WHEREAS, Landlord and Tenant desire to amend and extend the term of the Lease, as provided in this Amendment.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Article 2 of the Lease shall be deleted and replaced with the following new Article 2:

ARTICLE 2.

TERM

2.1) The term of the Lease as amended shall commence on September 1, 2014, and terminate on September 1, 2017 (the "Initial Term"), unless sooner terminated as provided herein.

2.2) Provided the Lease is in full force and effect and Tenant is not in default of any of the terms or conditions of the Lease, Tenant shall have the option to renew the Lease (the "Renewal Option") upon the same terms and conditions contained in the Lease, for two (2) one-year periods, the first of which shall commence September 1, 2017, and terminate September 1, 2018, and the second of which shall commence September 1, 2018, and terminate September 1, 2019. Each Renewal Option shall be exercised, if at all, by Tenant giving Landlord written notice thereof at least sixty (60) days prior to expiration of the Initial Term or the first Renewal Option. The Initial Term and the Renewal Option are collectively referred to herein as the "Term." A "Lease Year" shall mean each calendar year, in whole or in part, during the Term.

2. Section 7.2 of the Lease shall be deleted and be replaced with the following new Section 7.2:

7.2) The parties agree that Landlord shall maintain the sidewalks, driveway and parking areas on the Land, including snow removal from driveway and parking areas, and that Tenant shall be responsible for snow removal from sidewalks. Landlord agrees to repair and maintain the irrigation system for the

Land and Tenant shall properly irrigate and maintain the landscaping, including trimming and mowing, for the Land.

3. Section 8.3 of the Lease shall be deleted and replaced with the following Section 8.3:

8.3) Tenant shall also, as Additional Rent hereunder and at Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, maintain during the Term of the Lease (a) Commercial General Liability Insurance in the minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate, and (b) Equipment Breakdown Coverage on all steam boilers, pressure boilers, or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time to time reasonably require. The Landlord shall be listed as an "additional insured on all such insurance policies.

4. Article 11 of the Lease shall be deleted in its entirety.

5. Article 23 of the Lease shall be amended as follows:

ARTICLE 23

INDEMNITY

Tenant shall indemnify, defend and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising during the Term of the Lease from any condition of the Premises or any street, curb, sidewalk adjoining the Premises, or of any passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of the Lease, or arising from any act of negligence of Tenant, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation occurring during the Term of the Lease, in or about the Premises, or upon or under the sidewalks and the land adjacent thereto, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

6. All other provisions of the Lease shall remain in effect for the remainder of the Term of the Lease, as amended by this Amendment.

LEASE

THIS LEASE is made this 1st day of September, 1994, by and between the CITY OF ELK RIVER ("Landlord"), and ELK RIVER AREA CHAMBER OF COMMERCE ("Tenant").

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1.

PREMISES

Landlord does hereby lease, demise, and let unto Tenant, and Tenant does hereby hire and take from Landlord, upon the terms and conditions set forth herein (the Lease), that certain parcel of real property situated in Sherburne County, Minnesota, legally described on Exhibit A attached hereto and incorporated herein by reference (the Land), subject to all easements and rights-of-way of record, together with all structures thereon and all appurtenances thereto (the Improvements), all of which Land and Improvements are hereinafter referred to as the Premises.

Tenant hereby agrees to accept the Premises in its "AS IS" condition. Landlord makes no warranties or representations concerning the condition of the Premises or any equipment or fixtures located therein.

ARTICLE 2.

TERM

2.1) The term of the Lease shall commence on September 1, 1994, and terminate on September 1, 2009 (the Initial Term), unless sooner terminated as provided herein.

2.2) Provided the Lease is in full force and effect and Tenant is not in default of any of the terms or conditions of the Lease, Tenant shall have an option to renew the Lease (the Renewal Option) upon the same terms and conditions contained herein, for one period of five (5) years commencing September 1, 2009, and terminating September 1, 2014. The Renewal Option shall be exercised, if at all, by Tenant giving Landlord written notice thereof at least sixty (60) days prior to expiration of the Initial Term. The "Initial Term" and the "Renewal Option" are collectively referred to herein as the "Term." A "Lease Year" shall mean each calendar year, in whole or in part, during the term.

2.3) At the time of the execution of this Lease, Tenant desires to remain in the Premises for one (1) additional period of five (5) years commencing upon the expiration of the Renewal Option. Provided the Lease is in full force and effect, Tenant

is not in default of any of the terms or conditions of the Lease and Tenant has exercised the Renewal Option, Landlord may, but shall not be obligated to, grant Tenant one (1) additional period of five (5) years.

ARTICLE 3.

RENT

Tenant shall pay to Landlord as the "Base Rent" for the Term the sum of Fifteen and 00/100 Dollars (\$15.00). The Base Rent shall be payable in equal yearly installments of One and 00/100 Dollar (\$1.00) and shall be payable in advance, on or before the first (1st) day of September, commencing September 1, 1994, and continuing during the Term.

ARTICLE 4.

NET LEASE

4.1) It is the intention and purpose of the parties hereto that the Lease shall be a "Net Lease" to Landlord. All costs and expenses of whatever character or kind, general and special, ordinary and extraordinary, foreseeable or unforeseeable, and of every kind and nature whatsoever that may be necessary in or about the operation of the Premises, including all hazard and liability insurance, taxes, special assessments, utilities, maintenance, and repairs, except as otherwise expressly provided herein, shall be paid by Tenant as "Additional Rent" hereunder.

4.2) Except as otherwise expressly provided herein, Tenant covenants and agrees that if at any time it fails to pay any amount required by the Lease, or to obtain, pay for, maintain, or deliver any of the insurance policies herein provided for, or fails to make any other payment or perform any other act required to be made or performed by the Lease, then Landlord, without notice to or demand upon Tenant, without waiving or releasing Tenant from any obligation of Tenant contained in the Lease, and without any obligation to do so, may effect any such insurance coverage and pay premiums therefor and may make any other payment or perform any other act on the part of Tenant to be made and performed as provided in the Lease, in such manner and to such extent as Landlord may deem desirable, and in exercising such right to pay necessary and incidental costs and expenses. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with performance of any such act by Landlord, including attorney's fees, together with interest thereon at a rate of eighteen percent (18%) per annum from the date of making of such expenditure by Landlord, shall be payable to Landlord as Additional Rent, and except as otherwise provided for in the Lease, shall be payable on demand or at the option of Landlord may be added to any monthly rental then due or thereafter becoming due under the Lease. Tenant covenants to pay any such sum or sums with interest as aforesaid and Landlord

shall have (in addition to any right or remedy of Landlord) the same rights and remedies in the event of nonpayment by Tenant as in the case of default by Tenant in payment of rent.

ARTICLE 5.

TAXES AND ASSESSMENTS

5.1) Tenant shall pay, as Additional Rent hereunder, before any fine, penalty, interest, or costs may be added thereto for the nonpayment thereof, all real estate taxes and installments of special assessments payable during the Term of the Lease which shall during the Term be laid, assessed, levied, or imposed upon, or shall become payable and a lien upon, the Premises or any part thereof (Impositions).

5.2) Tenant shall have the right to contest or appeal any Imposition in Tenant's or Landlord's name, at Tenant's sole cost and expense. If nonpayment of the Imposition creates a lien upon the Premises, Landlord may, at its option, request Tenant to deposit with it an amount equal to one hundred twenty-five percent (125%) of the contested and unpaid Imposition. Such amount shall be returned to Tenant upon the successful appeal of the Imposition or upon payment of it. Tenant shall give Landlord written notice of Tenant's intention to contest or appeal any Imposition at least twenty (20) days prior to the delinquency thereof. Tenant shall hold Landlord harmless against all loss, cost, expense, attorneys' fees, or damages resulting from such contest or appeal.

5.3) Tenant shall pay directly to the appropriate governmental authorities, as Additional Rent hereunder, before any fine, penalty, interest, or costs may be added thereto for the nonpayment thereof, any tax or excise imposed or assessed on rent, on any leasehold interest, any right of occupancy, any investment of Tenant in the Premises, any personal property of any kind owned, installed, or used by Tenant, including Tenant's leasehold improvements, any privilege tax, sales tax, gross proceeds tax, etc., however described, by any federal, state, county, or municipal governmental authority or any subdivision thereof or other governmental authority. Tenant shall not be required to pay any federal or state or local income tax for which Landlord may become liable during the Initial Term or any Option Term of the Lease.

ARTICLE 6.

UTILITIES

Tenant shall directly pay or cause to be paid, as Additional Rent hereunder, all charges for sewer and water services, gas, electricity, light, heat, air conditioning, power, telephone, or other services or utility used, rendered, or supplied upon or in connection with the Premises (the Utilities) during the Term

hereof. Tenant shall contract for the Utilities in Tenant's own name and shall hold Landlord harmless from any liability or expense for any such charge. Upon Landlord's request, Tenant shall furnish to Landlord paid statements, invoices, or cancelled checks evidencing the payment of all obligations undertaken by Tenant hereunder.

ARTICLE 7.

REPAIRS, MAINTENANCE, AND ALTERATIONS

7.1) Tenant shall, during the Term of the Lease and at Tenant's expense, keep the Premises and appurtenances and every part thereof in good order, condition, and repair, including, without limitation, entrances, passages, courts, vestibules, stairways, corridors, halls, elevators, air conditioning equipment, heating equipment, water system, toilet facilities, lighting, curbs, truck ways, loading docks, ramps, garages, drainage facilities, roofs, all other machinery and equipment in the Improvements, and any other cost of operation of the Premises. In addition, Tenant shall be responsible for the cost of cleaning, trash removal, line painting, seal coating, paving and security. Except as herein provided, Tenant shall make all repairs to the exterior of the Improvements, shall make all structural repairs, and shall keep and maintain all landscaped areas in a neat, orderly, and trim condition at its expense. If Tenant does not keep and maintain the Premises as herein provided, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord, as Additional Rent, the cost thereof forthwith upon being billed for the same. All damage or injury to the Premises and to its fixtures, appurtenances, and equipment caused by Tenant moving property in or out of the Premises or by installation, removal of furniture, fixtures, equipment, or other property by Tenant, its agents, contractors, servants, or employees, or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct, or other causes of Tenant, its servants, employees, agents, visitors, or licensees, shall be repaired, restored, or replaced promptly by Tenant at its sole cost and expense to the satisfaction of Landlord. If Tenant fails to make such repairs, restorations, or replacements, the same may be made by Landlord and the same shall be at the expense of Tenant and collectible as Additional Rent or otherwise, and shall be paid by Tenant to Landlord within five (5) days after rendition of a bill or statement therefor.

7.2) The parties agree that Landlord shall maintain the sidewalks, driveway and parking areas for the Premises, including snow removal. The parties further agree that Tenant shall maintain the landscaping, including trimming and mowing, for the property legally described as (SEE EXHIBIT A), which includes the Premises.

7.3) Except as otherwise provided herein, no improvements, alterations, or replacements shall be made to the Premises or any portion thereof without the prior written consent of Landlord.

7.4) Tenant shall not suffer or permit any statements of mechanic's liens to be filed against the Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such statement of mechanic's lien shall at any time be filed against the Premises, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of actual notice to Tenant of filing the same. If Tenant shall fail to discharge such mechanic's lien within such period or fail to deposit an amount equal to one hundred twenty-five percent (125%) of the amount claimed with the court within such period, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable other expenses of Landlord, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of ten percent (10%) per annum from the date of payment, shall be repaid by Tenant to Landlord on demand, and if unpaid may be treated as Additional Rent. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

ARTICLE 8.

INSURANCE

8.1) Tenant shall, as Additional Rent hereunder and at Tenant's sole cost and expense, keep the Premises, including all buildings, improvements, furniture, and equipment on, in, or appurtenant thereto at the commencement of the Term and thereafter erected thereon or therein, including all alterations, rebuildings, replacements, changes, additions, and improvements, fully insured for the mutual benefit of Landlord and Tenant, as their interests may appear, as named insureds (a) against loss or damage by fire and (b) against those perils included from time to time in the standard form of extended coverage insurance endorsement, including but without limiting the generality of the foregoing, wind storm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, and smoke damage, and such other coverage as may be deemed necessary by Landlord, provided that such additional coverage is obtainable.

8.2) All policies of insurance relating to fire and extended coverage shall provide that the proceeds thereof shall be payable to Landlord, and if Landlord requires, shall also be payable to the holder of any mortgage now or hereafter becoming a lien on the fee of the Premises, or any part thereof, as the interest of

such holder appears, pursuant to a standard mortgagee clause. All such policies of insurance shall provide that any loss shall be payable to Landlord notwithstanding any act or omission of Tenant which might otherwise result in a forfeiture or reduction of said insurance.

8.3) Tenant shall also, as Additional Rent hereunder and at Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, as named insureds, maintain during the Term of the Lease (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Premises, and on, in, or about the adjoining lands, streets, and passageways, such insurance to afford protection to the limit of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in respect to injury or death to a single person, and to the limit of not less than One Million and no/100 Dollars (\$1,000,000.00) in respect to any one (1) accident and to the limit of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in respect to any property damage; (b) steam boiler insurance on all steam boilers, pressure boilers, or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time to time reasonably require.

8.4) All policies of insurance shall be written in companies satisfactory to Landlord, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to Landlord. Such policies shall be delivered to Landlord endorsed "premium paid" by the company or agency issuing the same or accompanied by another evidence satisfactory to Landlord that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policy.

8.5) Landlord agrees that such policy or policies may contain a waiver of subrogation clause as to Tenant. Provided the aforesaid fire and extended coverage insurance is in full force and effect and remains so, Landlord waives, releases, and discharges Tenant from all claims or demands whatsoever which Landlord may have or acquire in the future arising out of damage to or destruction of the Premises by fire or extended coverage risk, whether such claim or demand may arise because of the negligence of Tenant, its agents, or employees or otherwise, and Landlord agrees to look only to the insurance coverage in the event of such loss.

8.6) Tenant shall insure the contents of the Improvements owned by Tenant, for the benefit of Tenant, against loss or damage by fire, windstorm, or other casualty for such amount as Tenant may desire, and Tenant agrees that such policies shall contain a waiver of subrogation clause as to Landlord. Tenant waives, releases, and discharges Landlord from all claims or demands whatsoever which Tenant may have or acquire by fire or extended coverage risk, whether such claim or demand may arise because of the negligence of Landlord, its agents or employees or

otherwise, and Tenant agrees to look to insurance coverage only in the event of such loss.

ARTICLE 9.

QUIET ENJOYMENT

Landlord represents and warrants that: (a) it is the lawful owner of the Premises; (b) that it has the full right and power to make the Lease; (c) that if and so long as Tenant shall not be in default hereunder, Tenant shall quietly hold, occupy, and enjoy the Premises during all of the Term.

ARTICLE 10.

DESTRUCTION BY FIRE

10.1) Subject to the provisions of Article 10.4, if the Improvements, or any portion thereof, are damaged or destroyed by fire or other casualty, however or by whomever caused, at the mutual agreement of the parties, Tenant shall repair, rebuild, and restore the same with due diligence and dispatch (subject to the approval of the holders of any mortgages on the Property) so that the Improvements will be restored to at least the same good order and condition as existed prior to damage or destruction. If more than twenty-five percent (25%) of the Premises is damaged or destroyed by fire or other casualty, Tenant shall have the option, in its sole discretion, to decline to rebuild the Premises. If Tenant so declines, this Lease shall terminate as of the date of such damage or destruction and Tenant shall remove the remaining Improvements and all debris thereon and sod the Premises, returning the Premises to the good and clean condition which existed prior to the construction of the Improvements on the Premises. If Tenant elects to repair the Premises, and if such damage in the reasonable opinion of the Landlord renders the entire Premises unfit for Tenant's normal business purposes, and Tenant by reason thereof discontinues business in the Premises, Base Rent shall be abated for a period during which no part of the Premises is fit for such business purposes and during which time Tenant discontinues business. If such damage renders only part of the Premises unfit for Tenant's normal business purposes, Base Rent shall be apportioned on a square foot of Premises area basis and the proportion thereof applicable to each part of the Premises upon which Tenant discontinues its business operations shall be abated for the period during which such part is not fit for Tenant's normal business purposes and during which Tenant discontinues such business operations.

10.2) Tenant will repair and replace all improvements and betterments placed upon the Premises by it, and such repair and replacement shall be made at its own expense and not at the expense of Landlord.

10.3) If Landlord and Tenant cannot mutually agree on whether the Premises is fit for Tenant's normal business purposes, such

question shall be submitted to arbitration as provided in Article 12 hereof.

10.4) If the Premises, or any part thereof, is damaged or destroyed by the willful or negligent conduct of Tenant or its agents, employees, or independent contractors, Tenant shall promptly repair such damage or replace such improvement so destroyed; provided that if such damage or destruction is caused by negligence and is or would be covered by the insurance required to be procured and maintained by the terms of Article 8 then, to the extent that the cost of repairing or replacing such damage or destruction does not exceed the amounts of such insurance, Tenant shall be relieved from such obligation to repair or replace. Base Rent and Additional Rent shall not be abated as a result of willful conduct of Tenant or its agents, employees, or independent contractors which result in or cause such damage or destruction.

ARTICLE 11.

CONDEMNATION

11.1) If during the Term of the Lease the entire Premises shall be taken as a result of the power of eminent domain, condemnation proceedings, or other like proceedings (the Proceedings), the Lease and all right, title, and interest of Tenant hereunder shall cease and come to an end on the date of taking of possession pursuant to the Proceedings. During the first ten (10) years of the term of this Lease, Tenant shall be entitled to and shall receive the first Forty Thousand and 00/100 Dollars (\$40,000.00) of any award which is allocable to the Premises. Landlord shall be entitled to and shall receive that portion of any award which is granted during the first ten (10) years of the Term of this Lease allocable to the Premises in excess of Forty Thousand and 00/100 Dollars (\$40,000.00) and the entire portion of any award allocable to the Premises granted after the first ten (10) years of the Term of this Lease. In addition, at all times during the Term of this Lease, Landlord shall be entitled to and shall receive the total award in the Proceedings which are not allocable to the Premises.

11.2) If during the Term less than the entire Premises, but twenty-five percent (25%) or more of the Improvements (calculated by the number of square feet of floor space) or fifty percent (50%) or more of the Land shall be taken by the Proceedings, the Lease shall, upon taking of possession pursuant to the Proceedings, terminate as to the portion of the Land and Improvements so taken, and Tenant may terminate the Lease as to the remainder of the Premises. Such termination as to the remainder of the Premises shall be effected by a notice to Landlord in writing given not more than sixty (60) days after the date of taking of possession pursuant to such Proceedings, and shall specify a date not more than sixty (60) days after the giving of such notice as the date of such termination. Upon the

date specified in such notice, the Term and all right, title, and interest of Tenant hereunder shall cease and come to an end. If Tenant elects not to terminate the Lease, the Lease shall continue in full force and effect, but the Base Rent shall be reduced pro rata in accordance with the percentage of value of the Premises so taken compared with the total value of the Premises immediately prior to said taking. Nothing herein contained shall affect Tenant's obligation to pay in full the Additional Rent. Landlord shall, however, at Landlord's sole cost and expense, restore that portion of the Premises not so taken to a complete architectural unit for the use and occupancy of Tenant. The Lease shall continue in full force and effect, but the Base Rent shall be reduced pro rata as aforesaid. If the parties cannot agree on the pro rata reduction of the Base Rent after said taking, or on the allocation of any award made in the Proceedings, as above set forth, Landlord and Tenant shall submit the question to arbitration as provided in Article 12 hereof.

ARTICLE 12.

ARBITRATION

In cases in which a dispute arises under the Lease, the same shall be settled by arbitration in accordance with the then existing rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Any such arbitration shall be had before a panel of three (3) arbitrators (unless Landlord or Tenant agree to one [1] arbitrator) designated by the American Arbitration Association in accordance with the rules of such association, and the decision of the majority of such arbitrators shall be binding upon the parties. The arbitrators designated and acting under the Lease shall make their award in strict conformity with such rules and shall have no power to depart from or change any of the provisions thereof. Each party to the arbitration shall pay one-half (1/2) of the costs thereof. All arbitration proceedings hereunder shall be conducted in Minneapolis, Minnesota.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Tenant shall not assign or transfer any of its rights under the Lease or sublease any part of the Premises (an Assignment) without prior written consent from Landlord. No Assignment shall relieve Tenant from any of its obligations contained in the Lease, nor shall any Assignment be effective unless the assignee shall, at the time of such Assignment, assume in writing all the terms, covenants, and conditions of the Lease to be performed thereafter by Tenant and shall agree in writing to be bound thereby. Tenant agrees to pay on behalf of Landlord any and all costs of Landlord, including reasonable attorneys' fees occasioned by each Assignment. Consent by Landlord to any

Assignment shall not be a waiver of Landlord's rights as to subsequent Assignment.

ARTICLE 14.

DEFAULTS OF LESSEE

14.1) If during the Term of the Lease (a) Tenant shall make an assignment for the benefit of creditors, or (b) Tenant shall file a voluntary petition under the Bankruptcy Code of the United States or any state statute similar thereto, or Tenant be adjudged insolvent or a bankrupt pursuant to an involuntary petition, or (c) a receiver or trustee be appointed for the property of Tenant by reason of insolvency of Tenant, or (d) any department of the state or federal government, or any officer thereof duly authorized, shall take possession of the business or property of Tenant by reason of the insolvency of the Tenant, or (e) Tenant continues in possession without the appointment of a receiver or trustee under Chapter 11 of the Bankruptcy Code, or (f) Tenant is the subject of any petition or proceeding related to relief from creditors, the Lease shall, upon the happening of any of said contingencies and at Landlord's option, be terminated and the same shall expire as fully and completely as if the day of the happening of such contingency were the date herein specifically fixed for the expiration of the Term and Tenant will then quit and surrender the Premises, but Tenant shall remain liable as hereinafter provided.

14.2) If during the Term Tenant shall default in fulfilling any of the covenants of the Lease (other than the covenants for the payment of Base Rent or Additional Rent), Landlord may give Tenant notice of any default or of the happening of any contingency referred to in this paragraph, and if at the expiration of thirty (30) days after the service of such notice the default or contingency upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of thirty (30) days, if Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence, Landlord, at its option, may terminate the Lease, and upon such termination, Tenant will quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

14.3) If Tenant shall default in the payment of the Base Rent expressly reserved hereunder, or any part of the same, and such default shall continue for ten (10) days after notice thereof by Landlord, or such default in the payment of any item of Additional Rent to be paid by Tenant hereunder, or any part of the same, and such default shall continue for thirty (30) days after notice thereof by Landlord, or if the Lease shall expire as provided in paragraphs 14.1 or 14.2 of this Article, Landlord or Landlord's agents and servants may immediately or at any time

thereafter re-enter the Premises and remove all persons and any or all property therefrom, either by summary dispossession proceedings or by any suitable action or proceedings at law or by force or otherwise and repossess and enjoy said Premises, together with all additions, alterations, and improvements, without re-entry and repossession working forfeiture or waiver of the rents to be paid and the covenants to be performed by Tenant during the Term hereof. Upon the expiration of the Term of the Lease by reason of any of the events described in paragraphs 14.1 or 14.2, or in the event of termination of the Lease by summary dispossession proceedings or under any provision of law now or hereafter in force by reason of or based upon or arising out of a default under or a breach of the Lease on the part of Tenant (except where such breach or default is determined by a court of competent jurisdiction to be justified because of Landlord's acts or omissions), or upon Landlord recovering possession of the Premises in the manner or in any of the circumstances whatsoever, whether with or without legal proceedings, by reason of or based upon or arising out of a default under or a breach of the Lease on the part of Tenant, Landlord may, at its option, at any time and from time to time, relet the Premises, or any part thereof, for the account of Tenant or otherwise, and receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises, including legal expenses and attorneys' fees, and for putting the same into good order or condition or preparing or altering the same for re-rental and all other expenses, commissions, and charges paid, assumed, or incurred by Landlord in reletting the Premises and then to the fulfillment of the covenants of Tenant hereunder. Any such reletting herein provided for may be for the remainder of the Term of the Lease as originally granted or for a longer or shorter period. In any such case or whether or not the Premises, or any part thereof, is relet, Tenant shall pay to Landlord the Base Rent and the Additional Rent required to be paid by Tenant up to the time of such termination of the Lease, as the case may be, and thereafter, except in a case where liability of Tenant as hereinafter provided arises by reason of any of the contingencies referred to in paragraph 14.1 hereof, Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the Term of the Lease the equivalent of the amount of all the Base Rent and Additional Rent reserved herein less the net proceeds of reletting, if any. Landlord shall have the election, in place and stead of holding Tenant so liable, forthwith to recover against Tenant, as damages for loss of the bargain and not as penalty, an aggregate sum which at the time of such termination of the Lease for such recovery of possession of the Premises by Landlord, as the case may be, represents the then present worth of the excess, if any, of the aggregate of the Base Rent and Additional Rent payable by Tenant hereunder that would have accrued for the balance of the Term, over the aggregate rental value of the Premises for the balance of such Term.

14.4) The specified remedies to which Landlord may resort under the terms of the Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provision of the Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of the Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Base Rent or Additional Rent, including payment of Base Rent or Additional Rent by Tenant's receiver, trustee in bankruptcy, creditor, or assignee, with knowledge of breach of any covenant hereof (other than the payment of Base Rent or Additional Rent) shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to other remedies provided in this Lease, Landlord shall be entitled to the restraint by injunction for the violation or attempted or threatened violation of the covenants, conditions, or provisions of the Lease.

ARTICLE 15.

ATTORNEYS' FEES

If it is necessary for Landlord to retain the services of an attorney at law to enforce any of the terms, covenants, or provisions hereof, or to collect any sums due hereunder, Tenant shall pay to Landlord upon demand, as Additional Rent hereunder, the cost of such services.

ARTICLE 16.

REMOVAL OF IMPROVEMENTS AND FIXTURES

Any improvements or fixtures installed by Tenant in the Improvements or on the Land, whether used solely in Tenant's business or whether usable in the Improvements without regard to such business or otherwise, shall become the property of Landlord upon the termination of the Lease.

ARTICLE 17.

CONDITION OF PREMISES AT TERMINATION

At the termination of the Lease by lapse of time or otherwise, Tenant shall return the Premises in as good a condition as when Tenant took possession, excepting only ordinary wear and tear and condemnation, damage, or destruction as described in Articles 10 and 11 herein. At Landlord's option, Tenant agrees it shall remove all of its personal property, including fixtures and equipment and the Improvements, from the Premises and shall repair any damage caused by the removal and

restore the Premises to the good and clean condition which existed prior to the construction of the Improvements on the Premises, including sodding the Premises.

ARTICLE 18.

HOLDING OVER

In the absence of any written agreement to the contrary, if Tenant should continue to occupy the Premises following the expiration of the Term of the Lease, Tenant shall so remain as a tenant from month to month and all provisions of the Lease applicable to such tenancy shall remain in full force and effect. During such tenancy, the same Base Rent and the same terms and conditions as prevailed during the last month of the Term demised shall prevail. In any such event, Tenant shall be liable to Landlord for damages which Landlord may incur as a result of such holding over, including but not limited to damages incurred because of loss of a prospective successor tenant. If Tenant is a hold-over tenant and if Tenant continues to occupy the Premises following the termination of such holdover (by a proper notice as to such month-to-month tenancy), then the foregoing provisions of this Article shall apply in the same manner as when Tenant continued in occupancy following the expiration of the Term of the Lease.

ARTICLE 19.

USE OF PREMISES

The Premises shall be used only for the operation of an office for Tenant's business and for no other use or purpose whatsoever. Notwithstanding anything to the contrary contained herein, Tenant shall not use the Premises in violation of the Declaration of Restrictive Covenants recorded against the Premises. Specifically, Tenant shall not use the Premises for retail or private commercial purposes, including, but not limited to retail government purposes, such as a municipal liquor store, or for school purposes. Tenant shall not use or occupy the Premises or knowingly permit the Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or in any manner which would violate any certificate of occupancy affecting the same, or which would cause structural injury to the Premises or cause the value or usefulness of the Premises or any part thereof to substantially diminish (reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

ARTICLE 20.

PERMITS

Tenant shall maintain in force and effect all permits, licenses, and similar authorizations to use the Premises for the

aforesaid purposes required by any governmental authority having jurisdiction over the use thereof. Tenant's failure to maintain such permits, licenses, and similar authorizations shall not relieve Tenant from the performance of its obligations and covenants hereunder (except obligations and covenants as may be prohibited by law), nor from the obligations to pay Base Rent or Additional Rent, as set forth herein. Tenant shall, at Landlord's request, join with Landlord in executing, acknowledging, and delivering any and all petitions, consents, subordinations, plats, or easement deeds that may be required for the installation of any utilities, public improvements, roads, water lines, sewer lines, storm drainage facilities, subdivision, rezoning, special use, platting, or other similar development of the Premises, which do not affect Tenant's use of the Premises during the Term.

ARTICLE 21.

COMPLIANCE WITH LAW

21.1) Tenant, at its sole expense, shall promptly comply with all laws, ordinances, and requirements of federal, state, county, and municipal authorities relating to Tenant's use and occupation of the Premises, and with any lawful order or direction of any public officer relating to Tenant's use and occupation of the Premises during the Term of the Lease. Nothing herein contained, however, shall prohibit Tenant from appealing from or contesting the validity or legality of such laws, ordinances, requirements, orders, or directions and, notwithstanding the foregoing provisions of this Article, Tenant shall not be deemed to be in default hereunder so long as Tenant diligently prosecutes such appeal or contest.

21.2) Neither Tenant, nor any entity or person shall, at any time during the Term: (i) "release" or actively or passively consent to the "release" or "threatened release" of any Hazardous Substance (as defined below) from any "facility" or vessel" located on or used in connection with the Premises; or (ii) take any action in "response" to a "release" in connection with the Premises except with Landlord's prior written consent; or (iii) otherwise engage in any activity or omit to take any action which could subject Landlord or Tenant to claims for intentional or negligent torts, strict or absolute liability, either pursuant to statute or common law, in connection with Hazardous Substances (as defined below) located in the Premises, including the generating, transporting, treating, storage, or manufacture of any Hazardous Substance (as defined below). The terms set within quotation marks above shall have the meaning given to them in the Comprehensive Environmental Response and Liability Act, 42 U.S.C. § 9601 et seq., as amended by SARA (CERCLA) and the Minnesota Environmental Response and Liability Act, Minn. Stats. Ch. 115B (MERLA). "Hazardous Substances" means hazardous waste, toxic substances, formaldehyde, urea, polychlorinated biphenyls, asbestos, petroleum, natural gas, synthetic gas usable for fuel

or mixtures thereof, any materials related to any of the foregoing, and substances defined as "hazardous substances," "toxic substances," "hazardous waste," "pollutant," or "contaminant" in CERCLA, MERLA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Minnesota Water Pollution Control Act, Minn. Stats. Ch. 115, the Clean Water Act, 33 U.S.C. § 1251 et seq., or any regulations promulgated pursuant to any of the foregoing statutes.

21.3) Neither Tenant, nor any entity or person shall, at any time, during the Term, install, use, or remove any storage tank on or in connection with the Premises without Landlord's prior written consent. Tenant shall provide to Landlord, with any request for Landlord's approval of a tank, evidence of Tenant's financial responsibility (by insurance, performance bond, or similar method acceptable to Landlord) with respect to the installation, use, and removal of such tank. Any such tank to which Landlord consents, shall be installed, used and removed in full compliance with Minn. Stats. Ch. 115C, Minn. Stats. §§ 116.46-.50, 42 U.S.C. 6991-6991i and all other relevant and applicable local, state and federal laws, ordinances and regulations proposed and promulgated (the Storage Tank Laws). Any such tank shall be, at all times, the sole property of Tenant, and Tenant shall remove same in accordance with the Storage Tank Laws prior to the termination or expiration of this Lease and repair any damage to the Premises caused thereby, all at Tenant's expense. Tenant shall deliver to Landlord copies of all notices or other documents received or given by Tenant pursuant to the Storage Tank Laws.

21.4) Tenant agrees to indemnify and reimburse Landlord, its successors and assigns, including, without limitation, the holders of any mortgage affecting the Premises, for any breach of this Article 21 hereof and from any loss, damage, expense, or cost arising out of or incurred by Landlord which is the result of any such breach, including attorneys' fees incurred by Landlord in connection therewith. This Article 21 shall be deemed to continue for Landlord and its successors and assigns and shall survive any termination or expiration of this Lease. The amount of all such indemnified losses, damages, expenses, and costs shall bear interest thereon at the rate of ten percent (10%) per annum, and shall be immediately due and payable in full on demand of Landlord.

21.5) Landlord agrees to indemnify, defend and hold Tenant harmless for any loss, damage, expense or cost arising from soil contamination which existed before the execution of this Lease.

ARTICLE 22.

LANDLORD'S ACCESS TO PREMISES

22.1) Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Premises at all times

during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations, or requirements of any public authority or of the Board of Fire Underwriters or any similar board. Nothing herein shall imply any duty upon the part of Landlord to do any such work which, under any provision of the Lease, Tenant may be required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Landlord may, during the progress of any work in the Premises, reasonably keep and store upon the Premises all necessary materials, tools, and equipment. Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of making repairs or the performance of any work in the Premises, or on account of bringing materials, supplies, and equipment onto or through the Premises during the course thereof, and the obligations of Tenant under the Lease shall not hereby be affected in any manner whatsoever. Landlord shall, however, in connection with the doing of any such work cause as little inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant as may reasonably be possible in the circumstances.

22.2) Landlord is hereby given the right during usual business hours to enter the Premises and to exhibit the same for the purpose of sale and during the final six (6) months of the Term hereof. Landlord shall be entitled to display on the Premises in such manner as not to unreasonably interfere with Tenant's business the usual "For Sale" or "To Let" signs, and Tenant agrees that such signs may remain unmolested upon the Premises and Landlord may exhibit said Premises to prospective tenants during such period.

ARTICLE 23.

INDEMNITY

Tenant shall indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of or from any work or thing whatsoever done in, on, or about the Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising during the Term of the Lease from any condition of the Premises or any street, curb, sidewalk adjoining the Premises, or of any passageways or spaces therein or appurtenant thereto, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of the Lease, or arising from any act of negligence of Tenant, or any of its agents, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person, firm, or corporation occurring during the Term of the Lease, in or about the Premises, or upon or under the sidewalks and the

land adjacent thereto, and from and against all costs, reasonable attorneys' fees, expenses, and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall resist or defend such action or proceeding by counsel reasonably satisfactory to Landlord.

ARTICLE 24.

ESTOPPEL CERTIFICATE

Tenant shall, at any time and from time to time, upon not less than twenty (20) days' prior notice by Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying that the Lease is unmodified and in full force and effect (or if there shall have been modifications that the Lease is in full force and effect as modified and stating the modifications) and the dates to which the Base Rent and Additional Rent have been paid in advance, if any, and stating whether or not (to the best knowledge of Tenant) Landlord is in default in the performance of any covenant, agreement, or condition contained in the Lease and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement delivered pursuant to this Article shall be in a form approved by and may be relied upon by any prospective assignee of Landlord's interest in the Lease or any mortgagee of the Premises or any assignee of any mortgage upon the Premises.

ARTICLE 25.

SUBORDINATION

The Lease shall, at Landlord's election, be subject and subordinate to the terms and conditions of all mortgages which may now or hereafter encumber the Premises and to all renewals, modifications, consolidations, replacements, and extensions of such mortgages. In confirmation of such subordination, Tenant shall promptly execute any certificate of subordination or other such documents which Landlord or its mortgagees may request.

ARTICLE 26.

SIGNS

Upon prior written approval by Landlord of design and construction, which approval shall not be unreasonably withheld, Tenant may erect such signs upon the Premises as it may deem desirable, as long as said signs do not exceed in weight the safe carrying capacity of any bearing structure, or violate the laws of the state or ordinances of the municipality in which the Premises is situated.

ARTICLE 27.

NOTICES

Any notice or election herein requested or permitted to be given or served by either party hereto upon the other, shall be deemed given or served in accordance with the provisions of the Lease if delivered to either party hereto and receipt is obtained therefor, or if mailed in a sealed wrapper by United States registered or certified mail, postage prepaid, properly addressed to such other party at the address hereinafter specified. Unless and until changed by notice as herein provided, notices and communications shall be addressed as follows:

If to Landlord: City of Elk River
 P.O. Box 490
 13065 Orono Parkway
 Elk River, Minnesota 55330
 Attn: _____

If to Tenant: Elk River Area Chamber of Commerce
 509 Highway 10
 Elk River Minnesota 55330

Each such mailed notice or communication shall be deemed to have been given to, or served upon the party to which addressed, on the date the same is deposited in the United States registered or certified mail, postage prepaid, properly addressed in the manner above provided. Each such delivered notice or communication shall be deemed to have been given to, or served upon, the party to whom delivered, upon delivery thereof in the manner above provided. Either party may change the address to which mailed notice is to be sent to it by giving to the other party hereto not less than thirty (30) days' advance written notice thereof. All payments of Base Rent or Additional Rent hereunder shall be made to Landlord at the address above designated, or as may be hereafter designated.

ARTICLE 28.

MISCELLANEOUS

28.1) Entire Agreement - The Lease contains the entire agreement between the parties, and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of the Lease in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge, or abandonment is sought.

28.2) Release of Landlord - If Landlord sells or otherwise transfers all of its interest in the Premises, Landlord shall, without further action by any party, be released and discharged from any further obligation or duty under the Lease, and no claim or demand upon Landlord shall thereafter be made by Tenant arising out of any obligation or duty of Landlord hereunder. Upon request by Landlord, Tenant shall execute an attornment agreement with Landlord's transferee in form satisfactory to such transferee.

28.3) Severability - If any term, condition, or provision of the Lease or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such terms, provisions, and conditions to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the Lease and all the terms, provisions, and conditions hereof shall, in all other respects, continue to be effective and to be complied with to the full extent permitted by law.

28.4) Short Form Lease - At the request of either party hereto, a short form lease shall be prepared in form and substance reasonably satisfactory to each of the parties and shall be executed by each of the parties in duplicate, such lease to be filed for record in Sherburne County, Minnesota.

28.5) Headings - The headings incorporated in the Lease are for convenience in reference only and are not a part of the Lease and do not in any way limit or add to the terms and provisions hereof.

28.6) Binding Effect - All of the covenants, conditions, and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

CITY OF ELK RIVER

By: Henry A. Dayton
Its: Mayor

By: Stephen P. Shackney
Its: City Clerk

TENANT:

ELK RIVER AREA CHAMBER
OF COMMERCE

By: Jackie J. Schugart
Its: Executive Vice President

By: _____
Its: _____

THIS INSTRUMENT WAS DRAFTED BY:

LARKIN, HOFFMAN, DALY & LINDGREN, LTD.
1500 Norwest Financial Center
7900 Xerxes Avenue South
Bloomington, Minnesota 55431
(612) 835-3800

EXHIBIT A
to that certain
LEASE
by and between
CITY OF ELK RIVER, Landlord
and
ELK RIVER AREA CHAMBER OF COMMERCE, Tenant

Legal Description of the Property:

**Property Lease Description For
The City of Elk River
Chamber Of Commerce**

That part of Lot 1, Block 1, Creamery Addition, according to said plat on file and of record in the office of the County Recorder, Sherburne County, Minnesota, described as follows;

Beginning at the most Northerly corner of said Lot 1; thence South 12 degrees 26 minutes 08 seconds West, an assumed bearing along the Westerly line of said Lot 1, a distance of 135.23 feet to the Southwesterly corner of said Lot 1, thence South 51 degrees 47 minutes 48 seconds East, along the Southwesterly line of said Lot 1, a distance of 181.43 feet; thence North 38 degrees 12 minutes 12 seconds East, a distance of 47.00 feet; thence North 51 degrees 47 minutes 48 seconds West, a distance of 86.89 feet; thence North 38 degrees 12 minutes 12 seconds East, a distance of 72.95 feet to the Northeasterly line of said Lot 1; thence Northwesterly, a distance of 153.69 feet, along said Northeasterly line of Lot 1, said line being a non-tangential curve concave to the Southwest having a radius of 3729.83 feet, a central angle of 02 degrees 21 minutes 39 seconds and a chord bearing of North 50 degrees 45 minutes 29 seconds West, to the point of beginning.



Request for Action

To
City Council

Item Number
4.14

Meeting Date
October 6, 2025

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Resolution 25-56: Grant Agreement for Toward
Zero Death Program

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested
Adopt Resolution 25-56 authorizing execution of a grant agreement for Towards Zero Death program.

Background/Discussion
The Elk River Police Department has been awarded \$65,500 in grant money for Toward Zero Deaths (TZD) enforcement. The grant requires City Council approval, and the signature of the police chief and city clerk.

The attached resolution will be sent to the Minnesota Department of Public Safety for finalization of the grant. Once the resolution is signed, the final draft of the grant agreement will be sent to the Elk River Police Department for signature and finalization.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission Statement

Attachments
1. Resolution
2. Agreement

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 25-56

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

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 traffic safety enforcement projects during the period from October 1, 2025, through September 30, 2026; and

WHEREAS, The City of Elk River Police Chief, Dave Kuhnly, 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 Program Grant and authorizes the execution of the agreement

Passed and adopted this 6th day of October 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk





Minnesota Department of Public Safety (“State”) Department of Public Safety, Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101	Grant Program: 2026 Enforcement Grant Contract Agreement No.: A-ENFRC26-2026-ELKRIVPD-010
Grantee: Elk River Police Department 13077 Orono Parkway Elk River, Minn. 55330-5600	Grant Contract Agreement Term: Effective Date: Oct. 1, 2025 Expiration Date: Sept. 30, 2026
Grantee’s Authorized Representative: Sergeant Dave Windels Elk River Police Department 13077 Orono Parkway Elk River, Minn. 55330-5600 (320) 309-3875 dwindels@elkrivermn.gov	Grant Contract Agreement Amount: Original Agreement \$ 64,500.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Aimee Eggen Department of Public Safety, Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101 (651) 600-8018 aimee.eggen@state.mn.us	Federal Funding: CFDA/ALN: 20.608, 20.616, 20.600 FAIN: 69A37525300004020MN0, 69A37525300001640MNA, 69A3752330000405BMNH, 69A3752430000405DMNL State Funding: N/A *Special Conditions: If equipment is purchased, a 50 percent match of the item is required. Refer to program manual.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2026 Enforcement Application which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2026 Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No.
A-ENFRC26-2026-ELKRIVPD-010/3000107387

Project No.(indicate N/A if not applicable): 26-04-01

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Elk River Police Department

A-ENFRC26-2026-ELKRIVPD-010

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Enf. Facilitator - Impaired				
Enf. Facilitator-Impaired	\$2,500.00	\$0.00		
Total	\$2,500.00	\$0.00		
Enf. Facilitator - Other				
Enf. Facilitator-Other	\$2,000.00	\$0.00		
Total	\$2,000.00	\$0.00		
Dispatch- Impaired				
Dispatch - Impaired	\$1,600.00	\$0.00		
Total	\$1,600.00	\$0.00		
Dispatch-Other				
Dispatch-Other	\$1,200.00	\$0.00		
Total	\$1,200.00	\$0.00		
Enforcement-Impaired				
Enforcement - Impaired	\$30,700.00	\$0.00		
Total	\$30,700.00	\$0.00		
Enforcement- Non-Impaired				
Enforce Distr/Spd/MO/Belt	\$20,400.00	\$0.00		
Total	\$20,400.00	\$0.00		
Optional Activities- Impaired				
Optional Activities - DWI	\$3,200.00	\$0.00		
Total	\$3,200.00	\$0.00		
Optional Activities- Other				
Optional Activities - Other	\$2,900.00	\$0.00		
Total	\$2,900.00	\$0.00		
Total	\$64,500.00	\$0.00		



Request for Action

To
City Council

Item Number
4.15

Meeting Date
October 6, 2025

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Agreement 25-24: Authorize Grant Agreement for
Traffic Safety Officer

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested

Approve Agreement 25-24 executing a grant between the City of Elk River Police Department and the Minnesota Department of Public Safety.

Background/Discussion

The Elk River Police Department has been awarded \$136,256.91 in grant money for a Traffic Safety Officer (TSO). The grant requires approval from the City Council and the signatures of the mayor and city clerk.

The position is fully funded through the grant while the officer is working in the capacity of Traffic Safety Officer. The officer will work toward TZD initiatives with an emphasis on impaired driving enforcement within the City of Elk River. This will temporarily increase the department's sworn officer count to 36 from 35.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
I. TSO Elk River Grant Agreement

The Elk River Vision

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



Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2026 NHTSA: DWI / Traffic Safety Officer Grant Contract Agreement No.: A-OFFICR26-2026-ELKRIVPD-027
Grantee: Elk River Police Department 13077 Orono Parkway Elk River, MN 55330-5600	Grant Contract Agreement Term: Effective Date: 10/01/2025 Expiration Date: 09/30/2026
Grantee’s Authorized Representative: Sergeant Dave Windels 13077 Orono Parkway Elk River, MN 55330-5600 (763)635-1200 dwindels@elkrivermn.gov	Grant Contract Agreement Amount: Original Agreement \$ 136,256.91 Matching Requirement \$ 0.00
State’s Authorized Representative: Duane Siedschlag, Impaired Driving Program Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)221-7078 Duane.siedschlag@state.mn.us	Federal Funding: CFDA/ALN: 20.608 & 20.608 & 20.600 FAIN: 69A37525300001640MNA & 69A37525300001640MNA & 69A37525300004020MNO State Funding: N/A Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2026 NHTSA: DWI / Traffic Safety Officer Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2026 NHTSA: DWI / Traffic Safety Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-OFFICR26-2026-ELKRIVPD-0027 / 3000107305

Project No.26-03-03

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Elk River Police Department

A-OFFICR26-2026-ELKRIVPD-027

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Salary				
DWI TSO Salary	\$136,256.91	\$0.00		
Total	\$136,256.91	\$0.00		
Operating Expenses				
Vehicle Maintenance, gasoline, tires, oil change, etc	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
Total	\$136,256.91	\$0.00		



Request for Action

To
City Council

Item Number
4.16

Meeting Date
October 6, 2025

Prepared By
Joshua Mollan, Economic Development Specialist

Item Description
Mortgage Satisfaction - Lot 2, Block 2, Trott Brook Crossing

Reviewed by
Brent O'Neil
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the authorization of staff to execute a mortgage satisfaction on the NSP repayment agreement with Lot 2, Block 2, Trott Brook Crossing owner Lemuel Porter.

Background/Discussion

Lot 2, Block 2, Trott Brook Crossing property owner Lemuel Porter entered into a Neighborhood Stabilization Program repayment agreement with the City on August 23, 2010. Mr. Porter has met the loan forgiveness requirements, and therefore, the city shall issue a mortgage satisfaction.

Financial Impact
N/A

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

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
4.17

Meeting Date
October 6, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Release and Termination of Deed Restrictions

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve the release and termination of deed restrictions to support the development of the Meadowsweet Bend subdivision.

Background/Discussion

The City Council approved the plat of Meadowsweet Bend earlier this year, and during the title company's final review of the recording documents, a deed restriction from 1998 was identified. This restriction prohibited one of the parcels included in the subdivision from being divided into five or more parcels. The parcel is included in the subdivision and will be subdivided beyond the limit within the deed restriction.

This restriction was a condition of approval for an administrative subdivision (Case No. AS 97-08). This restriction is no longer necessary as the zoning district has changed since the document was recorded, and the minimum lot size now allows the proposed subdivision.

Staff recommends approval of the Release and Termination of Deed Restriction document prepared by the developer. The city attorney has reviewed the document and does not have any concerns with the request.

Financial Impact
None

Mission/Policy/Goal
Support the growth and development of the community.

Attachments

1. Administrative Subdivision AS 97-08
2. Deed Restriction Document
3. Release and Termination of Deed Restrictions,

The Elk River Vision

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

375656

375656

COUNTY RECORDER
SHERBURNE CO., MINN.
PAT RICHMOND
BY [Signature] COUNTY

'98 OCT 27 PM 3 08



STATE OF MINNESOTA
COUNTY OF SHERBURNE
CITY OF ELK RIVER

CITY OF ELK RIVER CITY COUNCIL
ADMINISTRATIVE SUBDIVISION

In the matter of: Richard G. Fredericksen and Jacqueline L. Fredericksen

Request: Administrative Subdivision to subdivide 57 acres into a 52.18 acre lot and
a 5.0 acre lot (4.32 less right of way).
(Case No. AS 97-8)

UNIVERSAL TITLE
METRO PRODUCTION
7777 WASHINGTON AVE.
EDINA, MN 55439
32-534967 T

ORDER GRANTING

ADMINISTRATIVE SUBDIVISION

Richard G. Fredericksen and Jacqueline L. Fredericksen, Owners

The above entitled matter came to be heard before the City Council on the 20th day of January, 1998, on a petition for an Administrative Subdivision pursuant to the City of Elk River Zoning Ordinance, for the following described property:

See Attached Exhibits A and B

IT IS ORDERED that the Administrative Subdivision be granted as upon the following conditions or reasons:

1. A GRANT OF EASEMENT BE PREPARED AND EXECUTED GRANTING A 50 FOOT HALF RIGHT-OF-WAY ALONG COUNTY ROAD 33. THE 50 FOOT HALF RIGHT-OF-WAY SHALL APPLY TO BOTH PARCELS.
2. PAYMENT OF PARK DEDICATION FEE IN THE AMOUNT OF \$650 FOR THE NEW LOT BEING CREATED TO BE PAID PRIOR TO RECORDING THE ADMINISTRATIVE SUBDIVISION.
3. PAYMENT OF SURFACE WATER MANAGEMENT FEE IN THE AMOUNT OF \$61.80 FOR THE NEW LOT BEING CREATED TO BE PAID PRIOR TO RECORDING THE ADMINISTRATIVE SUBDIVISION.

25 Filed in my office this
day of Sept 1998
Ramona Doeblen
Sherburne County Auditor
By [Signature]
Deputy Auditor

375656

4. DRAINAGE AND UTILITY EASEMENTS BE GRANTED TO THE CITY ALONG THE PROPERTY LINES OF THE PROPOSED 5.0 ACRE PARCEL.
5. FURTHER SUBDIVISION OF THE 52.18 ACRE PARCEL IS LIMITED TO 4 LOTS AND A DEED RESTRICTION BE PUT IN PLACE THAT RESTRICTS FURTHER SUBDIVISION TO 4 LOTS.
6. THE REAR PROPERTY LINE OF THE 5.0 ACRE PARCEL WILL HAVE TO BE ADJUSTED SO THAT A 50 FOOT SETBACK IS MAINTAINED BETWEEN THE METAL SHED AND THE PROPERTY LINE.

DATED this 20th day of January, 1998.

375656

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

ss.

OFFICE OF CITY PLANNING AND ZONING

CITY OF ELK RIVER

I, Stephen Rohlf, Building and Zoning Administrator for the City of Elk River with and in for said City, do hereby certify that I have compared the foregoing copy and Order granting an Administrative Subdivision with the original record thereof preserved in my office, and have found the same to be a true transcript of the whole thereof.



Stephen Rohlf, Building and Zoning Administrator

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand at Elk River, Minnesota, in the County of Sherburne, in the City of Elk River, on the 25th day of September, 19 98.

DRAFTED BY:

City of Elk River

Elk River, Minnesota 55330

Signed before me a NOTARY PUBLIC

this 25th day of September, 19 98.



Deborah Kay Kleckner



EXHIBIT A**375656****PARCEL A:**

The East Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota lying northerly of the centerline of County Road No. 33 except the following tow described tracts of land:

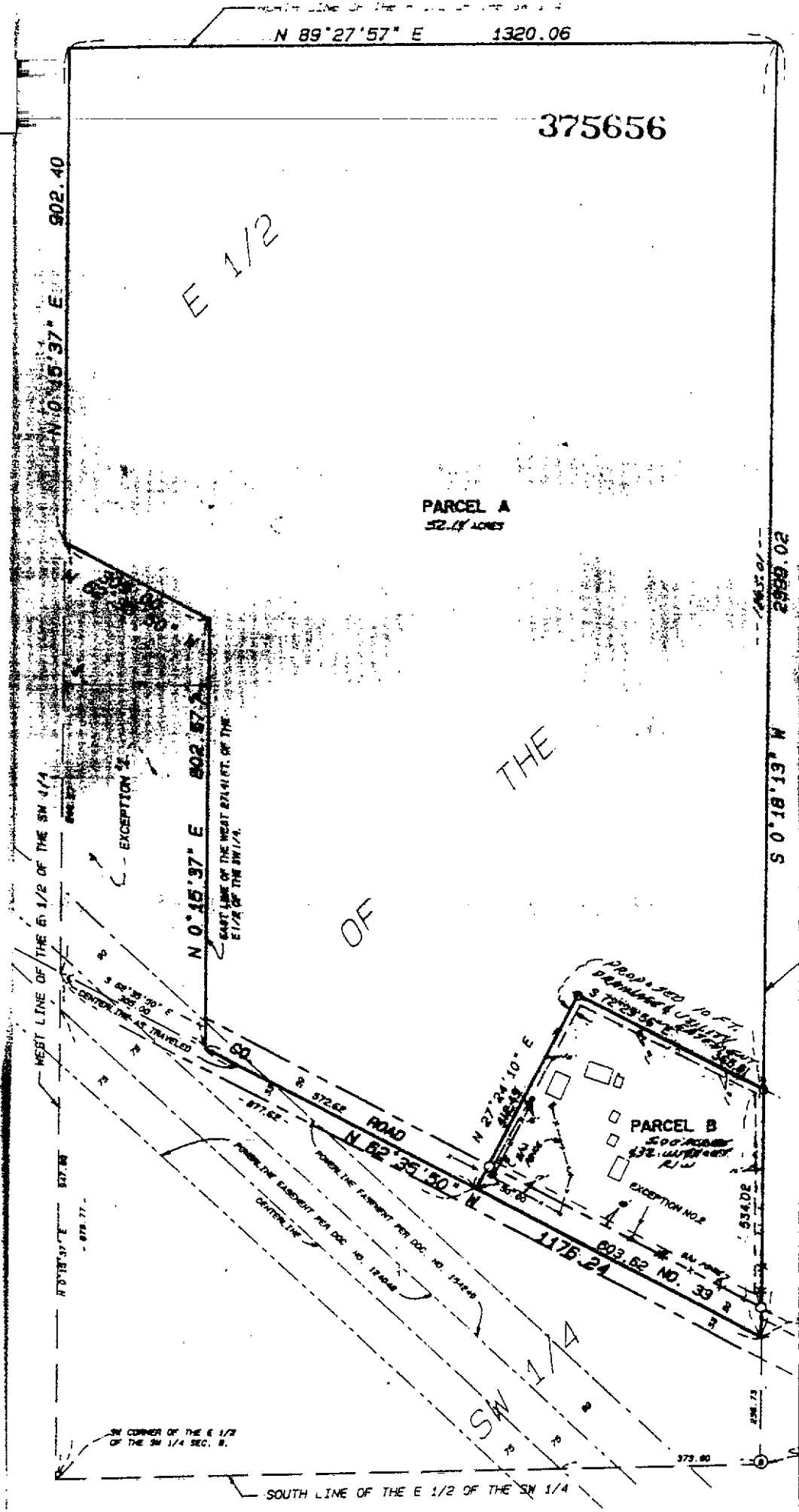
- 1.) All that part of the East Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota described as follows: Commencing at the southwest corner of said East Half of the Southwest Quarter; thence North 0 degrees 15 minutes 37 seconds East, assumed bearing along the west line of said East Half of the Southwest Quarter, a distance of 947.60 feet to intersect the centerline of County Road No. 33, also known as Ranch Road, said point of intersection also being the actual point of beginning of the tract to be described; thence South 62 degrees 35 minutes 50 seconds East along said centerline, a distance of 305.00 feet, more or less, to intersect the east line of the West 271.41 feet of said East Half of the Southwest Quarter; thence North 0 degrees 15 minutes 37 seconds East parallel with said west line of the East Half of the Southwest Quarter, a distance of 802.57 feet; thence North 62 degrees 35 minutes 50 seconds West, a distance of 305.00 feet to intersect said west line of the East Half of the Southwest Quarter; thence south along said west line, a distance of 802.57 feet to the point of beginning.
- 2.) That part of the Eat Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota described as follows: Commencing at the southwest corner of said East Half of the Southwest Quarter; thence on an assumed bearing of North 0 degrees 15 minutes 37 seconds East along the west line of said East Half of the Southwest Quarter, a distance of 947.60 feet to intersect the centerline of County Road No.33; thence South 62 degrees 35 minutes 50 seconds East along said centerline, a distance of 877.62 feet to the point of beginning of the land to be described; thence North 27 degrees 24 minutes 10 seconds East, a distance of 412.49 feet; thence South 72 degrees 29 minutes 56 seconds East, a distance of 365.81 feet to the east line of said East Half of the Southwest Quarter; thence South 0 degrees 18 minutes 13 seconds West along said east line, a distance of 534.02 feet to said centerline of County Road No. 33; thence North 62 degrees 35 minutes 50 seconds West along said centerline a distance of 603.62 feet to the point of beginning.

PARCEL B:

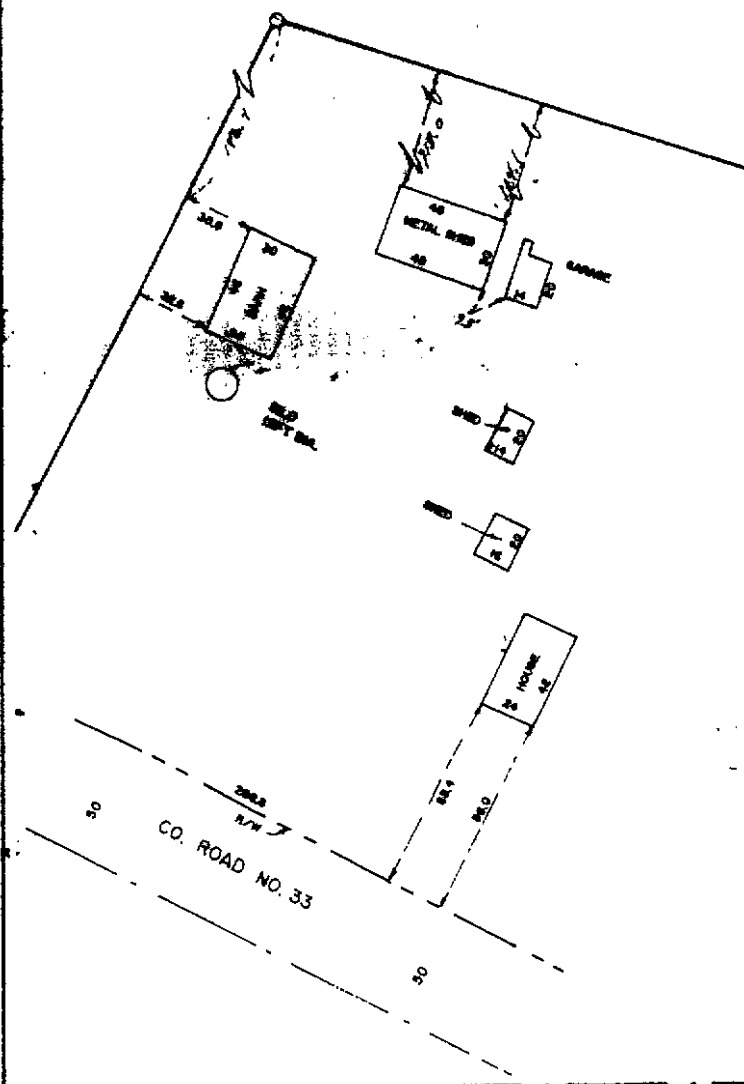
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Commencing at the southwest corner of said East Half of the Southwest Quarter; thence on an assumed bearing of North 0 degrees 15 minutes 37 seconds East along the west line of said East Half of the Southwest Quarter, a distance of 947.60 feet to intersect the centerline of County Road No. 33; thence South 62 degrees 35 minutes 50 seconds East along said centerline, a distance of 877.62 feet to the point of beginning of the land to be described; thence North 27 degrees 24 minutes 10 seconds East, a distance of 412.49 feet; thence South 72 degrees 29 minutes 56 seconds East, a distance of 365.81 feet to the east line of said East Half of the Southwest Quarter; thence South 0 degrees 18 minutes 13 seconds West along said east line, a distance of 534.02 feet to said centerline of County Road No. 33; thence North 62 degrees 35 minutes 50 seconds West along said centerline, a distance of 603.62 feet to the point of beginning.

EXHIBIT B



DETAIL OF BUILDINGS



374419 374419

Notary Public for the State of Minnesota
Certificate of Real Estate Broker
By Richard G. Fredericksen
Date Oct 8, 1998

DEED RECORDED
SHERBURNE CO., MINN.
BY S. Haubrich
'98 OCT 12 AM 10 14



Form No. 2029-QUIT CLAIM DEED

STATE DEED TAX DUE HEREON: \$ 1.65

Date: Oct. 8, 98

FOR VALUABLE CONSIDERATION, Richard G. Fredericksen and Jacqueline Fredericksen,
husband and wife (marital status), Grantor(s)
hereby convey(s) and quitclaim(s) to Richard G. Fredericksen and Jacqueline Fredericksen,
husband and wife Grantee(s),
as joint tenants, real property in Sherburne County, Minnesota, described as follows:

** See back side for complete legal.

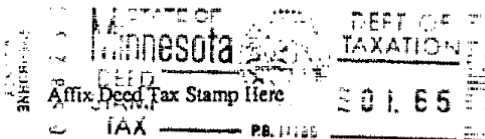
THIS DEED IS GIVEN TO ESTABLISH A "DEED RESTRICTION" ON PARCEL A, AS DESCRIBED WITHIN. THIS RESTRICTS FURTHER DEVELOPMENT TO 5 LOTS UNTIL THE CITY OF ELK RIVER HAS CHANGED AND APPROVED THE CURRENT REQUIREMENTS FOR SUBDIVIDING.

Total consideration is less than \$500.00.

(if more space is needed, continue on back)

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

Subject to easements, reservations and restrictions of record, if any.



Richard G. Fredericksen
Richard G. Fredericksen

Jacqueline Fredericksen
Jacqueline Fredericksen

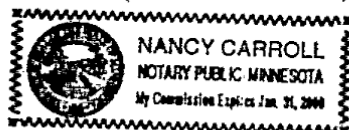
STATE OF MINNESOTA

SS.

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 6th day of October, 1998,
by Richard G. Fredericksen and Jacqueline Fredericksen, husband and wife
Grantor(s).

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)



SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

Tax Statements for the real property described in this instrument should be sent to (Include name and address of Grantee):

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS):

Richard G. Fredericksen
2093 Neilson St.
Long Lake, Mn 55356

Richard G. Fredericksen
2093 Neilson St.
Long Lake, Mn 55356

75-108-3100
Current Year Taxes for the year
1998 have been paid.
Karen A. Hertel - CA
Karen A. Hertel Treas.
Cherburne County

PARCEL A:

The East Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota lying northerly of the centerline of County Road No. 33 except the following two described tracts of land:

- 1.) All that part of the East Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota described as follows: Commencing at the southwest corner of said East Half of the Southwest Quarter; thence North 0 degrees 15 minutes 37 seconds East, assumed bearing along the west line of said East Half of the Southwest Quarter, a distance of 947.60 feet to intersect the centerline of County Road No. 33, also known as Ranch Road, said point of intersection also being the actual point of beginning of the tract to be described; thence South 62 degrees 35 minutes 50 seconds East along said centerline, a distance of 305.00 feet, more or less, to intersect the east line of the West 271.41 feet of said East Half of the Southwest Quarter; thence North 0 degrees 15 minutes 37 seconds East parallel with said west line of the East Half of the Southwest Quarter, a distance of 802.57 feet; thence North 62 degrees 35 minutes 50 seconds West, a distance of 305.00 feet to intersect said west line of the East Half of the Southwest Quarter; thence south along said west line, a distance of 802.57 feet to the point of beginning.
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(Above Space Reserved for Recording Data)

RELEASE AND TERMINATION OF DEED RESTRICTIONS

This Release and Termination of Deed Restrictions (the “Release”) is made effective as of the date of recording of this Release, by the City of Elk River, a Minnesota municipal corporation (the “City”).

WHEREAS, that certain Quit Claim Deed dated October 8, 1998, was recorded on October 12, 1998, in the office of the County Recorder in and for Sherburne County, Minnesota as Document No. 374419 (the “Restrictive Deed”), against certain real property legally described in Exhibit A attached thereto (the “Property”);

WHEREAS, the Restrictive Deed was given to establish a deed restriction on the Property, restricting further development of the Property to 5 lots until the City has changed and approved the requirements for subdividing the same;

WHEREAS, that certain Order Granting Administrative Subdivision dated January 20, 1998, was recorded on October 27, 1998, in the office of the County Recorder in and for Sherburne County, Minnesota as Document No. 375656 (the “Order”), against the Property;

WHEREAS, as a condition of the Order, among other things, further subdivision of the Property is limited to 4 lots and a deed restriction is required to be put in place restricting subdivision of the same to 4 lots; and

WHEREAS, the City has changed and approved the requirements for subdividing the Property and, as such, desires to release the Property from the terms and conditions of the Restrictive Deed and the Order.

NOW, THEREFORE, the City hereby declares that the Property shall be and hereby is released from the restrictions contained in the Restrictive Deed and any further restrictions and/or requirements with respect to further subdivision, deed restrictions or otherwise contained in the Order. Accordingly, from and after the date of recording of this Release, the Property shall no longer be subject to or burdened by the lien and encumbrance of the Restrictive Deed and/or the

Order or the covenants, conditions and restrictions established thereunder and the Restrictive Deed and the Order shall be and are hereby declared null, void and of no further force or effect, without any further notice or act by the City.

[Signature pages follow]

IN WITNESS WHEREOF, the City has executed this Release as of the date hereof.

CITY OF ELK RIVER,
a Minnesota municipal corporation

By: _____
_____, _____

AND

By: _____
_____, _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by _____ and _____, the _____ of Elk River, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

DRAFTED BY:

FELHABER LARSON (MSR)
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612) 373-8409

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The East Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota lying northerly of the centerline of County Road No. 33 except the following described tracts of land:

1) All that part of the East Half of the Southwest Quarter of Section 8, Township 33, Range 26, Sherburne County, Minnesota, described as follows:

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Commencing at the Southwest corner of said East Half of the Southwest Quarter; thence on an assumed bearing of North 0 degrees 15 minutes 37 seconds East along the West line of said East Half of the Southwest Quarter, a distance of 947.60 feet to intersect with the centerline of County Road No. 33; thence South 62 degrees 35 minutes 50 seconds East along said centerline, a distance of 877.62 feet to the point of beginning of the land to be described; thence North 27 degrees 24 minutes 10 seconds East, a distance of 412.49 feet; thence South 72 degrees 29 minutes 56 seconds East, a distance of 365.81 feet to the east line of said East Half of the Southwest Quarter; thence South 0 degrees 18 minutes 13 seconds West along said east line, a distance of 534.02 feet to said centerline of County Road No. 33; thence North 62 degrees 35 minutes 50 seconds West along said centerline a distance of 603.62 feet to the point of beginning.

Abstract Property



Request for Action

To
City Council

Item Number
6.1

Meeting Date
October 6, 2025

Prepared By
Tina Allard, City Clerk

Item Description
Recognition for 30 Years of Service: Firefighter
Jeremy Collins

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested
Congratulate Jeremy on his 30 years of service as a firefighter.

Background/Discussion
Staff will be in attendance to highlight Firefighter Jeremy Collins and his service to the city.

Financial Impact
N/A

Mission/Policy/Goal
Together we win.

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
8.1

Meeting Date
October 6, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Variance: Garage/Accessory Dwelling Unit Size,
Jennifer Belde - 21131 Vernon St NW

Reviewed by
Zack Carlton
Jared Shepherd
Cal Portner
Tina Allard

Action Requested

Direct staff to draft a resolution stating that findings of fact are made, denying the accessory structure size variances, as the standards for approval, as noted below, are not met. The City Council would consider the resolution on October 20, 2025.

1. The variance is not in harmony with the general purpose and intent of the ordinance, as the proposed ADU exceeds the maximum allowable living area by 600 square feet and the accessory structure exceeds the permitted size by 148 square feet, undermining the ordinance standards intended to ensure ADUs remain subordinate to the principal dwelling and that accessory structures remain consistent with neighborhood character.
2. The variance is not consistent with the Comprehensive Plan, which anticipates orderly residential development supported by zoning standards. Granting the variance would conflict with the implementing ordinances that guide residential scale and character.
3. The property can be reasonably used without the variance, as the zoning ordinance already permits a 1,000 square foot ADU and accessory structures up to 2,500 square feet. A compliant ADU and garage could be constructed without exceeding size limits.
4. The plight of the applicant is not due to circumstances unique to the property, but rather a result of the existing home and garage design, which does not justify exceeding ordinance limits. Economic considerations or design preferences do not constitute practical difficulties.
5. Granting the variance could alter the essential character of the locality, as the size of the proposed ADU may compete in scale with principal dwellings, changing the intended residential character of the R-1a district.

Additionally, direct staff to work with the city attorney and draft an ordinance providing applicants with an opportunity to request variances specifically related to ADA requirements.

Background/Discussion

The 1.6-acre property, zoned R1-a (Single-Family Residential), is permitted a maximum of 2,500 sq ft. of accessory structure space, including accessory dwelling units (ADU), and a maximum of 1,000 sf of ADUs.

The Elk River Vision

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



The applicant is proposing a total of 2,648 sq ft. of accessory structures exceeding the maximum allowed by 148 sf, as well as proposing 1,600 sf of ADU exceeding the maximum allowed by 600 sf.

They are requesting the variances to build a dual-purpose building on their property as they are planning for a father-in-law who retired last year and a disabled sister-in-law to move in with them and provide comfortable accommodations for them.

Board of Adjustments

The Board of Adjustment reviewed the variance request during their August 26, 2025, regular meeting, where they denied the request. City code states that decisions by the Board to deny a variance shall not be final and must be reviewed by the City Council in the same manner as an appeal of a decision by the board.

The Board cited the following findings:

- The request exceeds the maximum ADU size by 600 sf and accessory structure area by 148 sf.
- The property can be reasonably used without exceeding ordinance limits.
- The applicant's situation is not unique but is based on garage design and economic preference.
- Approval would conflict with the intent of the ordinance and weaken consistency with the Comprehensive Plan.
- The variance, if granted, could alter the essential character of the locality.

Staff also clarified questions from the Board and neighbors pertaining to who is allowed to have an ADU, can the ADU be detached, and who can live in them.

September 15, 2025, City Council Meeting

During the council meeting, the city attorney explained that the disability portion of the request was not expressed at the Board of Adjustments, but it was expressed tonight (9-15-2025), and therefore suggested the Council continue this item to get more information regarding the variance as it pertains to the disability criteria. Since the Council discussion on September 15, the city attorney has reviewed the application in greater detail and the additional information related to the ADA request. The attached "V 25-13 Update Letter", sent to the applicant on September 26, 2025, explains the city attorney's recommendation.

Findings

- The request exceeds the maximum ADU size by 600 sf and accessory structure area by 148 sf.
- The property can be reasonably used without exceeding ordinance limits.
- The applicant's situation is not unique but is based on garage design and economic preference.
- Approval would conflict with the intent of the ordinance and weaken consistency with the Comprehensive Plan.
- The variance, if granted, could alter the essential character of the locality.

Additionally, the city attorney recommends that the city create an avenue for an applicant to present evidence for a reasonable accommodation request. City staff requests direction from the City Council to work with the city attorney in creating this process.

Financial Impact

None

Mission/Policy/Goal

Appropriately govern in an ever-changing environment.

Attachments

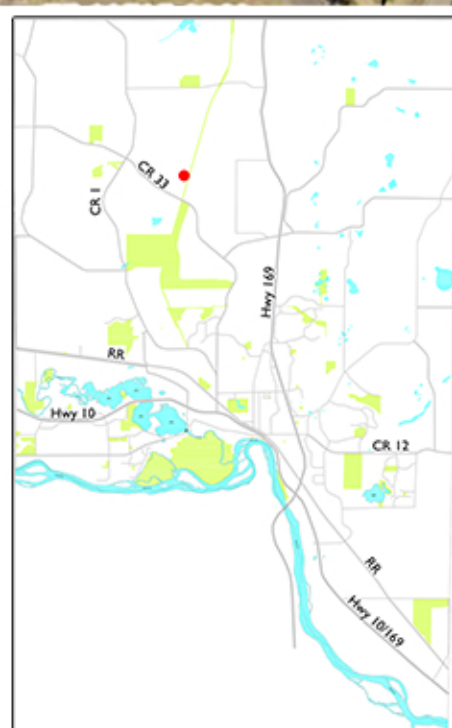
1. Location Map
2. V 25-13 Update Letter
3. 60 Day Extension Letter
4. Narratives
5. Variance Request Submitted 9.15.2025 Handout
6. 7.2 Belde 9-15-2025 Presentation
7. Presentation 8.1 Belde 10-6-2025



Project Location Map

Belde
Variance

Case No: V 25-13





September 26, 2025

Jennifer Belde
21131 Vernon Street NW
Elk River, MN 55330

Via email to jennifer.belde@hennepin.us

Re: Variance Application – Postponement Update

Dear Jennifer,

Since the council discussion on September 15th, our city attorney has had a chance to review the application along with the additional information related to the ADA request.

In reviewing the narrative and statement submitted with the application, there is not enough information to establish that the size variance is necessary to alleviate a specific burden from a qualifying disability. The applicant stated that as her sister-in-law with a disability ages, a wheelchair may be necessary in the future and that the size increase would be preferable to allow for increased mobility. While it is a reasonable request to accommodate a mobility disability, the applicant has not documented how it would be necessary at this time to allow the specific size increase requested.

The city attorney further recommends that the city should create an avenue for an applicant to present evidence for a reasonable accommodation request. With his recommendation, we will be asking the City Council for direction to create this process within our ordinance.

What does this mean for your current request? The City Council must make a decision to approve or deny your current application. Staff will present the Board of Adjustment's recommendation to deny the request at the October 6th City Council meeting.

Regardless of the outcome of your application, we will also seek council's direction to begin creating the new appeal process for reasonable accommodation requests.

While we do not have specifics about this ordinance/process now, we will keep you informed as the draft progresses.

Sincerely,

Chris Leeseberg
Senior Planner
763.635.1033
cleeseberg@ElkRiverMN.gov

13065 Orono Parkway
Elk River, MN 55330
763.635.1000
ElkRiverMN.gov





September 9, 2025

Jennifer Belde
21131 Vernon St NW
Elk River, MN 55330

VIA EMAIL: jennifer.belde@hennepin.us

Dear Jennifer Belde,

On July 28, 2025, the city received your Variance application to exceed the allowed square footage for accessory structures and for accessory dwelling units. State Statute requires a decision by the city within 60 days of this application. Statute also allows the city to extend the timeline an additional 60 days if necessary.

Should the City Council deny your application and direct staff to prepare a formal document denying the request, the review period will extend beyond the statutory 60-day limit. Due to the possible denial, the city is extending the 60-day timeline to November 25, 2025.

The City Council, if needed, will act on the findings of fact during their meeting on October 6 or 20, 2025.

Please feel free to contact me if you have any questions.

Sincerely,

Chris Leeseberg, Senior Planner
Ph: 763.635.1033
cleeseberg@ElkRiverMN.gov

13065 Orono Parkway
Elk River, MN 55330
Phone: 763.635.1000

www.ElkRiverMN.gov



We are requesting a variance to build a dual-purpose building on our property that is slightly in conflict with the city of Elk Rivers Municipal Code.

We are planning for my father-in-law who retired last year and my disabled sister-in-law to move in with us. It is super important to us to have family close as they age and be able to provide comfortable accommodations for them once they move.

Our desire is to build a 40' x 50' steel clad building. Of this 40' x 50' structure, 30' x 40' of the footprint would contain garage space. The other 20' x 40' portion of the building's footprint would contain an Accessory Dwelling Unit (ADU). This portion of the footprint would have a first and a second floor to create privacy for our family members as they transition to living with us. Additionally, as they age, we want to make sure that if they need care or have mobility issues, we can comfortably accommodate medical equipment or the use of wheelchairs/walkers throughout the space safely.

There are two specific reasons we are requesting a variance. The first and most important reason we are requesting a variance is to exceed the 1,000 square foot limit of the Elk River Municipal code for an Accessory Dwelling Unit. Our goal is to have 2 floors of available living space for the 20' x 40' portion of the footprint we identified above for the ADU. This would exceed the limit by 600 square feet of living space.

The second reason is that with the approximate dimensions of our attached garage (24' x 27' roughly 648 sq ft, measured on the exterior of the garage) we would only have 1,852 square feet available to build an approximately 47' x 40' structure. As you can imagine this odd measurement could impact cost as we build. One of our goals in building this structure is to have adequate space to store our recreational vehicles, boats, our bobcat and other items that currently are parked in the open.

The small overage in the footprint restrictions would ensure that we are able to protect our property that is now exposed to the elements and to create a cleaner and more attractive appearance to our property and neighborhood, as well as provide comfortable and safe space to care for our family.

Our ask is to be approved for variance to the Elk Rivers Municipal Code Sec. 30-1 in the following ways (listed below in priority order):

- Exceed the 1,000 square feet limit for our planned ADU by approximately 600 square feet.
- Exceed the square footage limit of 2,500 square feet of attached (garage) and detached (sheds) and accessory structures, by approximately 148 square feet in the footprint of our structure.

A variance may be granted by the board only if it finds that:

The variance is in harmony with the general purpose and intent of the ordinance

After reviewing the criteria for Accessory Dwelling units (ADU) in Chapter 30 of the Municipal Code and consulting with Chris Leeseberg, Sr. Planner with the City of Elk River, we feel that our variance requests would improve the appearance of our property and would not permit a structure that appears inconsistent with the Municipal Codes and goals defined therein.

The variance is consistent with the City of Elk River Comprehensive Plan (discuss with city staff if needed)

When considering if we meet these criteria, I have reviewed the Elk River Comprehensive Plan available online and feel we are in alignment with the plan.

Our property is currently zoned as R-1a and is defined as follows “This district is intended for primarily rural residential with accessory agricultural uses where conditions are suitable”. In the Targeted Urban Service Area Expansion portion of the plan beginning on page 26, our property moves to an R-1b, defined as follows, “This district is intended for low density single-family residential development. Subdivisions utilize on-site sewage disposal systems and private water wells. Density in this district is limited to one single-family residence per gross acre.”

If our requests for variance are approved, we will continue to be in alignment with the plan and not create an appearance of inconsistency as the city’s targeted Urban Service Area Expansion takes shape.

Variances may be granted when the petitioner establishes that there are practical difficulties in complying with the zoning ordinance. Practical difficulties means that:

After reviewing both applicable Elk River Municipal Codes and the relevant portions of the City of Elk River comprehensive plan, we feel that both of our requests for variance contained in this narrative, propose to use our property in a reasonable manner.

In relation the ADU portion of our request, while we will exceed the square footage limit for ADUs by approximately 600 square feet, it is a result of efficient use of space and will not be noticeable to neighbors or passersby.

We desire to exceed the physical footprint restrictions by approximately 148 square feet, which adds 3 linear feet to the length of the building. We feel that this small increase to the total size of the structure would not create a building size that would be noticeably different from others in our neighborhood and would at the same time dramatically improve the visual appearance of our property and our ability to store items indoors.

The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance

The plight of the petitioner is due to circumstances unique to the property not a consequence of the petition's own action or inaction; and

As we considered this criteria, the challenge we have is the unique size and shape of our attached garage. We purchased our home in 2011 and our 2.5 stall attached garage was part of the original owner's build. This restricts our ability to build a more standard sized building and potentially increasing the cost to build.

The variance, if granted, will not alter the essential character of the locality

We have lived in our home for 13 years and 7 months. If approved our property and it's structures would remain consistent with those of our neighbors. However, the external physical appearance of our property would be improved by allowing us to store all of our vehicles, boats, bobcat, hockey rink and nets indoors.

To whom it may concern,

I would like to introduce my husband and I. We have lived in Elk River for 15 years and in our current home for 13 years and 9 months. We have three children, Leo (14), Gabe (12) and Agnes (11). We are currently preparing for my husband's disabled sister and his recently retired father to move in with us. I am a career public servant and have worked for Hennepin County Community Corrections for nearly 18 years and my husband Josh is a disabled Veteran who has been a stay-at-home dad since 2011.

It is important to us to have our family close and be able to assist them as they age and prepare a home with us that preserves their independence and dignity. My sister-in-law has both physical and cognitive disabilities that have created greater challenges as she ages. She has limited use of her right hand and growing issues with balance. These challenges have been present since birth due to a stroke that happened during delivery. Our goal is to be able to use our space in an efficient manner that allows for the inclusion of wider hallways to accommodate wheelchairs or other mobility equipment, a residential elevator if needed and ample space to prepare our family to be able to remain at home until their passing.

Our desire is to build a 40' x 50' steel clad building. Of this 40' x 50' structure, 30' x 40' of the footprint would contain garage space. The other 20' x 40' portion of the building's footprint would contain an Accessory Dwelling Unit (ADU). This portion of the footprint would have a first and a second floor to create privacy for our family members as they transition to living with us. Additionally, as they age, we want to make sure that if they need care or have mobility issues, we can safely and comfortably accommodate medical equipment or the use of wheelchairs or other mobility equipment throughout the space safely.

There are two specific reasons we are requesting a variance. The first and most important reason we are requesting a variance is to exceed the 1,000 square foot limit of the Elk River Municipal code for an Accessory Dwelling Unit. Our goal is to have 2 floors of available living space for the 20' x 40' portion of the footprint we identified above for the ADU. This would exceed the limit by 600 square feet of living space.

The second reason is that with the approximate dimensions of our attached garage (24' x 27' roughly 648 sq ft, measured on the exterior of the garage) we would only have 1,852 square feet available to build an approximately 47' x 40' structure. As you can imagine this odd measurement could impact cost as we build. One of our goals in building this structure is to have adequate space to store our recreational vehicles, boats, our bobcat and other items that currently are parked in the open.

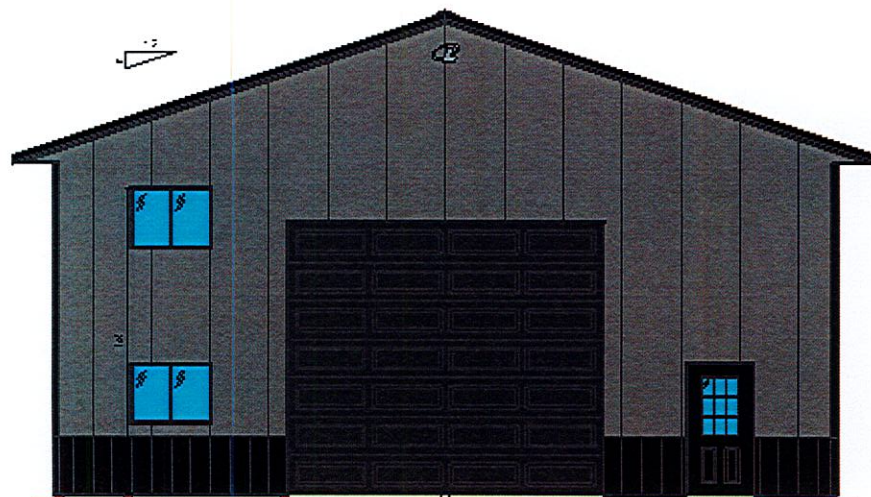
The small overage in the footprint restrictions would ensure that we are able to protect our property that is now exposed to the elements and to create a cleaner and more attractive appearance to our property and neighborhood, as well as provide comfortable and safe space to care for our family.

Our ask is to be approved for variance to the Elk Rivers Municipal Code Sec. 30-1 in the following ways (listed below in priority order);

- Exceed the 1,000 square feet limit for our planned ADU by approximately 600 square feet.
- Exceed the square footage limit of 2,500 square feet of attached (garage) and detached (sheds) and accessory structures, by approximately 148 square feet in the footprint of our structure.

Thank you so much for your time and consideration.

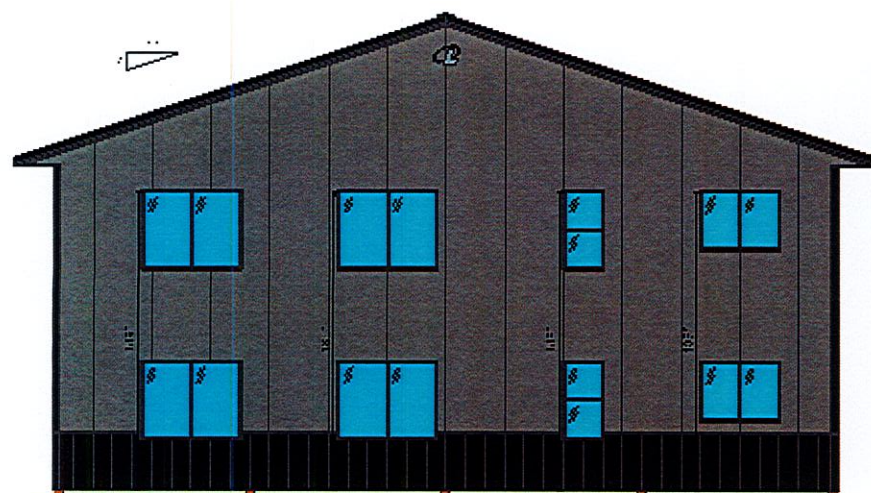
Josh and Jen Belde



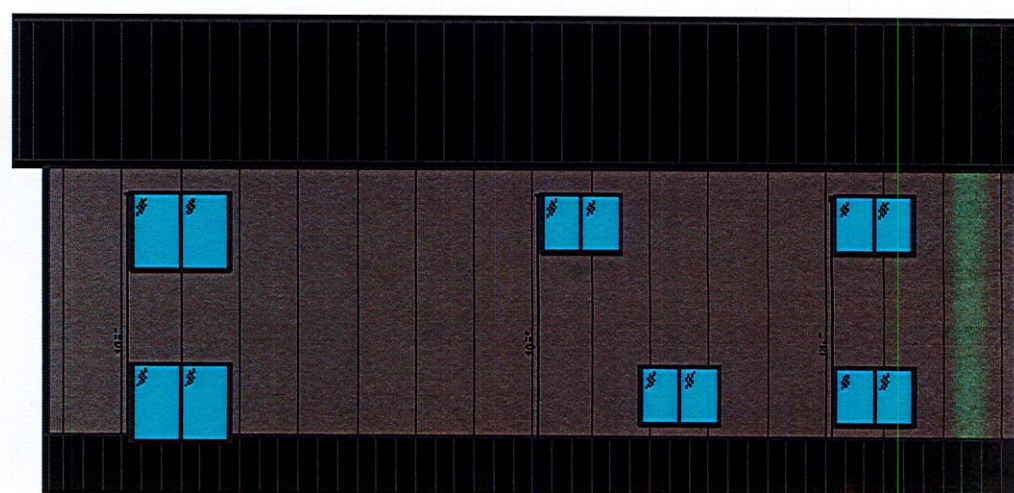
(A2) ENDWALL 1 ELEVATION



(B2) SIDEWALL 1 ELEVATION

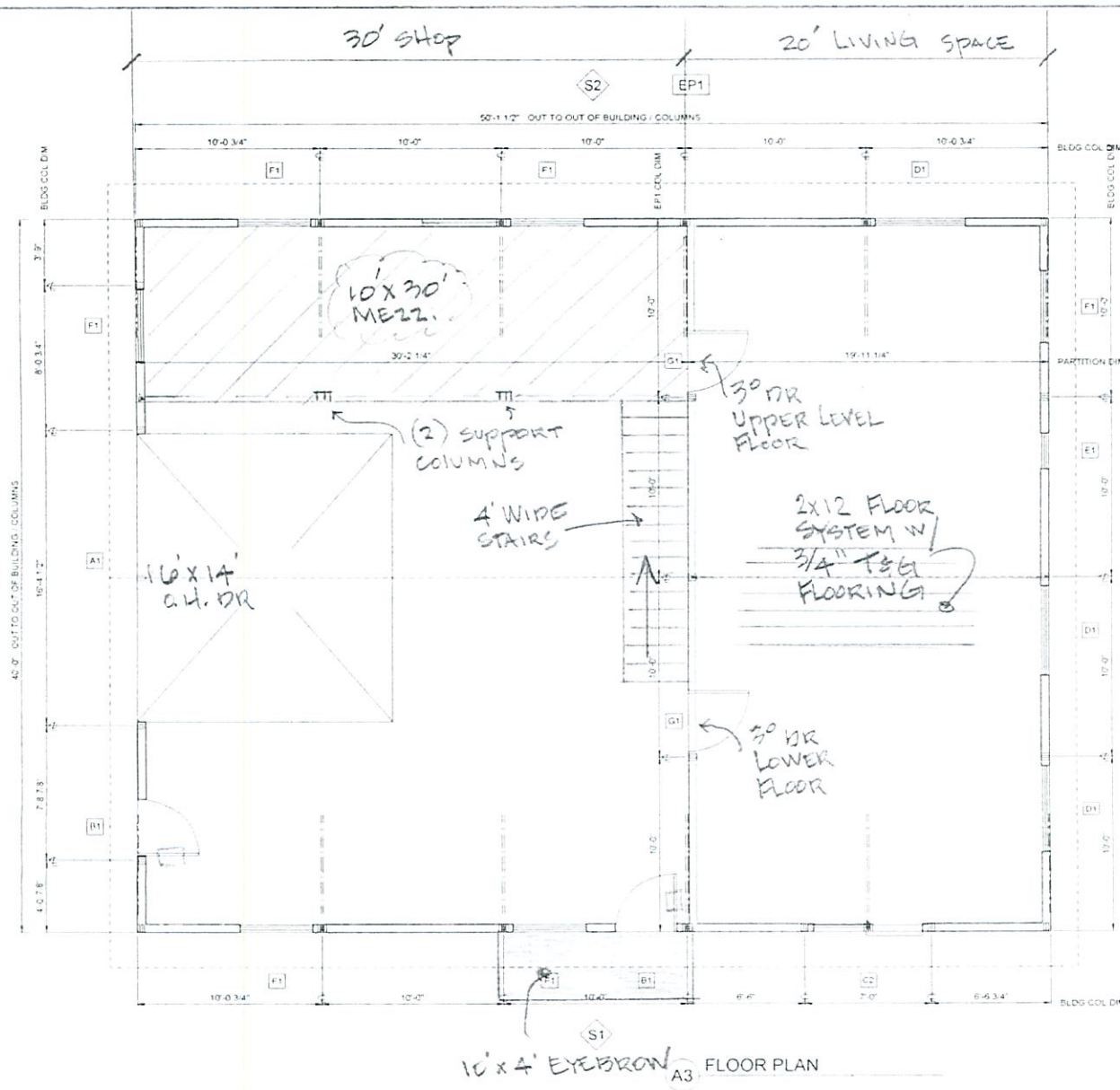


(C2) ENDWALL 2 ELEVATION



(D2) SIDEWALL 2 ELEVATION

	DEALER INFO.	CUSTOMER INFO.	BUILDING DESCRIPTION	Customer Approval	Bldg Direction	PROJ. Q31A-16343-00 PROPOSAL DRAWING Not for construction The information herein is for general information only and is not intended to be used as a basis for any construction project.
	Ron Foust PO Box 417 Lester Prairie, MN 55354	Jen & Josh Belde 21131 Vernon Str NW Elk River, MN 55330	40'-0" x 50'-1" x 17'-2" Uni-Frame Embedded QP072425	_____ Date	 North	



OPENING SCHEDULE

ID	MODEL	COLOR	NOMINAL	ROUGH	FRAME DET	FINISH DET
A1	OVERHEAD DOOR - FIB		102" x 102"		7	102035
B1	WALK DOOR 7'00" x 2' PANEL & 22' X 30' LITE	BLACK	80" x 80"	40" x 10" x 1" 1/8"	KC433	102035
C1	VINYL PATIO DOOR W/ NAIL FIN	CLAY	72" x 80"	72" x 80"	KC433	102035
D1	VINYL PATIO DOOR W/ NAIL FIN	CLAY	72" x 80"	72" x 80"	KC433	102035
E1	VINYL SLIDER THERMAL PANE W/ NAIL FIN	BLACK	60" x 84"	60" x 84"	KB222	102455
F1	VINYL SLIDER THERMAL PANE W/ NAIL FIN	BLACK	24" x 84"	24" x 84"	KB222	102455
G1	VINYL SLIDER THERMAL PANE W/ NAIL FIN	BLACK	48" x 30"	48" x 30"	KB222	102455
H1	WALK DOOR 5'10" x 10"	TS WHITE	50" x 80"	40" x 10" x 1" 1/8"	KC433	102035



DEALER INFO.

Ron Foust
PO Box 417
Lester Prairie, MN 55354

CUSTOMER INFO.

Jen & Josh Belde
21131 Vernon Str NW
Elk River, MN 55330

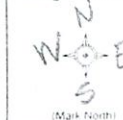
BUILDING DESCRIPTION

40'-0" x 50'-1" x 17'-2"
Uni-Frame Embedded
QP072425

Customer Approval

(Initials)
DATE

Bldg Direction



PROJ 031A-16343-00-00
PROPOSAL DRAWINGS ONLY
Not Intended for Construction Purposes

The information presented in this drawing is based on a preliminary design using the input provided. The final design is subject to Lester Engineering review.

NOT TO SCALE

Item 7.2

Jennifer Belde

Variance



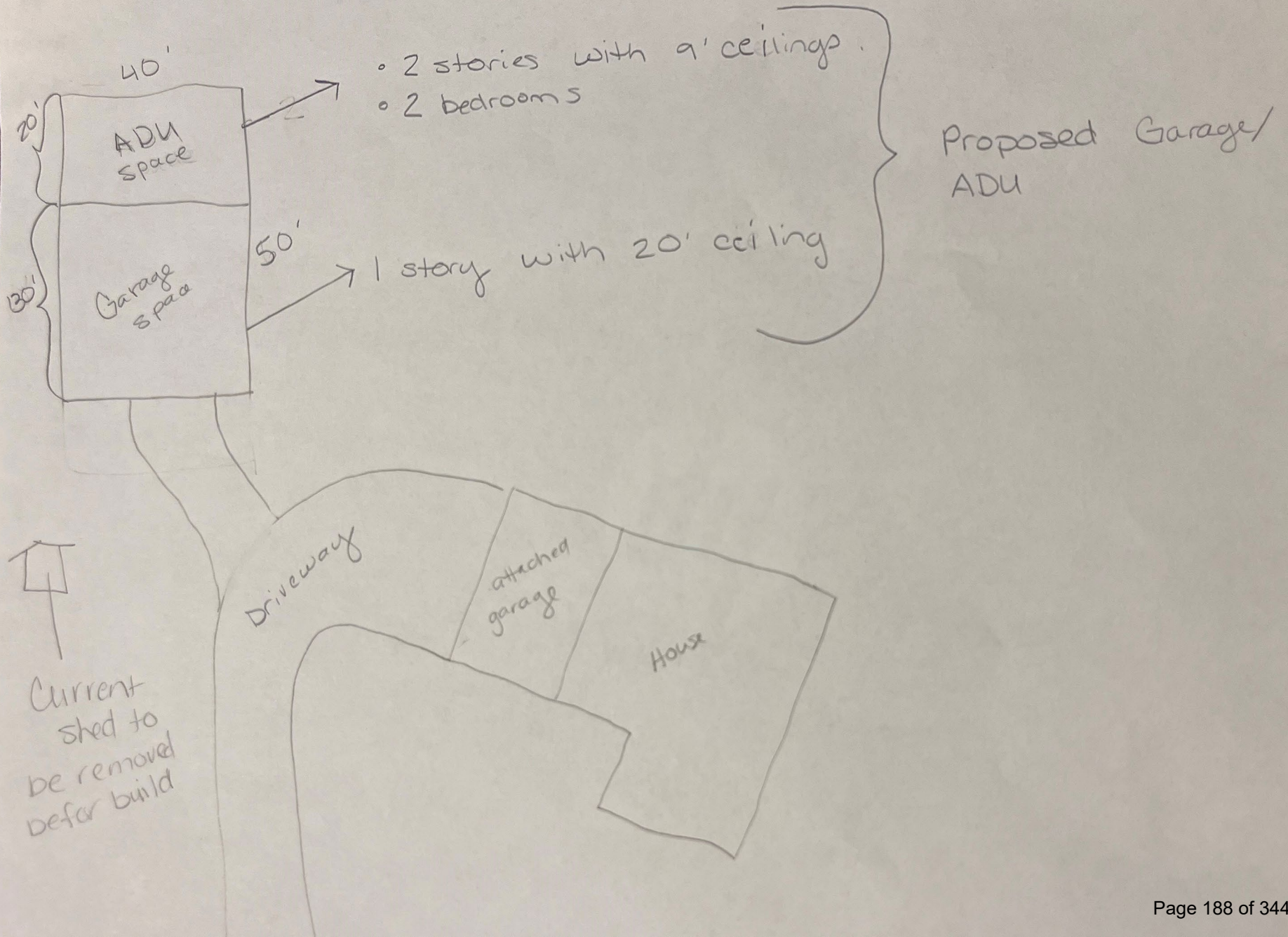
Background

- Board of Adjustments denied the variance
- Zoned R1-a
- 1.6 acres
- Want to construct an accessory structure (pole building) with an Accessory Dwelling Unit (ADU)
- Requesting two variances
 - Exceed allowed ADU size
 - Exceed allowed Accessory Structure size

Square Footage Allowed

	ADU	Accessory Structures
Allowed	1,000	2,500
Proposed	1,600	2,648
Exceeds	600	148

Woodland Trail



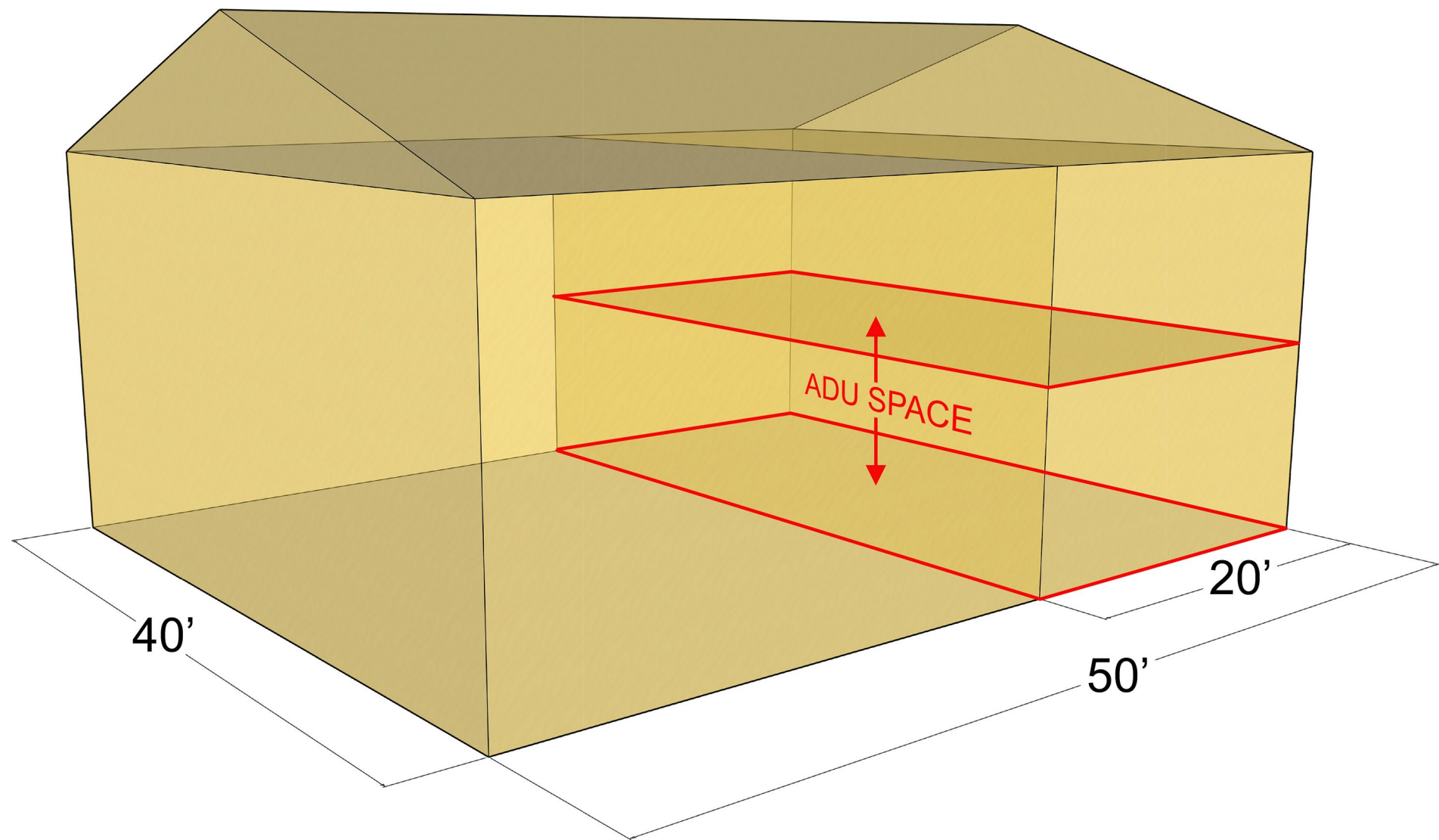


Approximate
Location

75-00505-0330

75-00128-0001

1



21175 VERNON
ST NW

Approximate
Location

21131 VERNON
ST NW

21091 VERNON
ST NW

21091 VERNON
ST NW

12578 212TH
AVE NW

12604 212TH
AVE NW

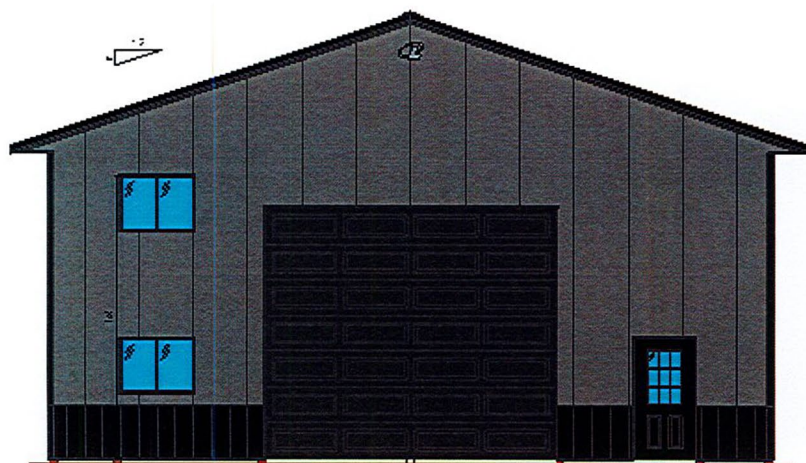
21082 VERNON
ST NW

BOAs Findings for Denial

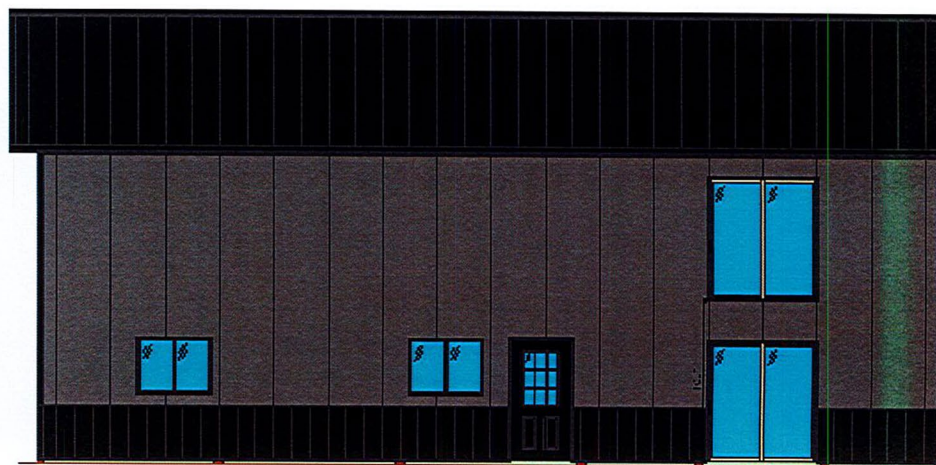
- Request exceeds the max. ADU size by 600 sq.ft. and accessory structure area by 148 sq.ft.
- Property can be reasonably used without exceeding ordinance limits
- Applicant's situation is not unique but is based on garage design and economic preference
- Approval would conflict with the intent of the ordinance and Comp Plan
- The variance, if granted, could alter the essential character of the locality

Background

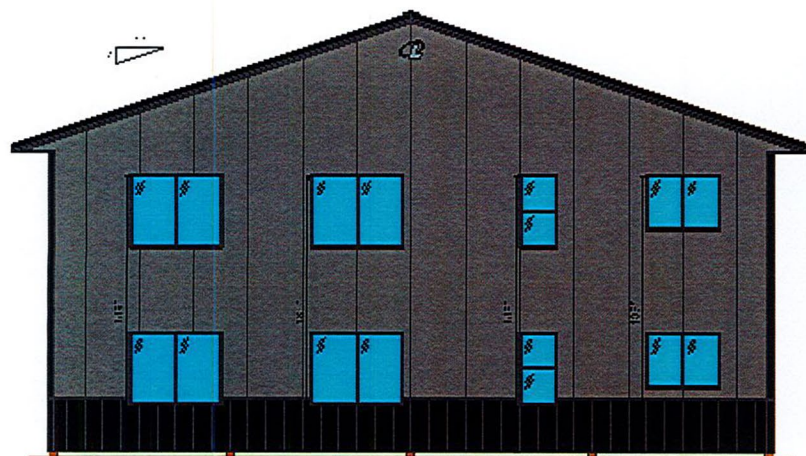
- The applicant provided staff additional information
 - She has copies to share
- Staff emailed it to council early today also



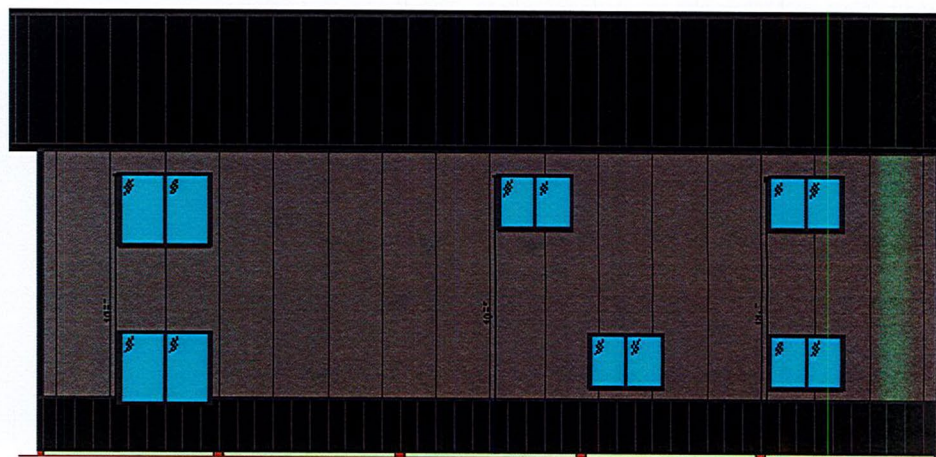
(A2) ENDWALL 1 ELEVATION



(B2) SIDEWALL 1 ELEVATION



(C2) ENDWALL 2 ELEVATION



(D2) SIDEWALL 2 ELEVATION

Action Requested

- Direct staff to draft a resolution making findings of fact denying the accessory structure size variances, as the standards for approval outlined in the memo, are not met



Approximate
Location

75-00505-0330

75-00128-0001

1

21175 VERNON
ST NW

Approximate
Location

21131 VERNON
ST NW

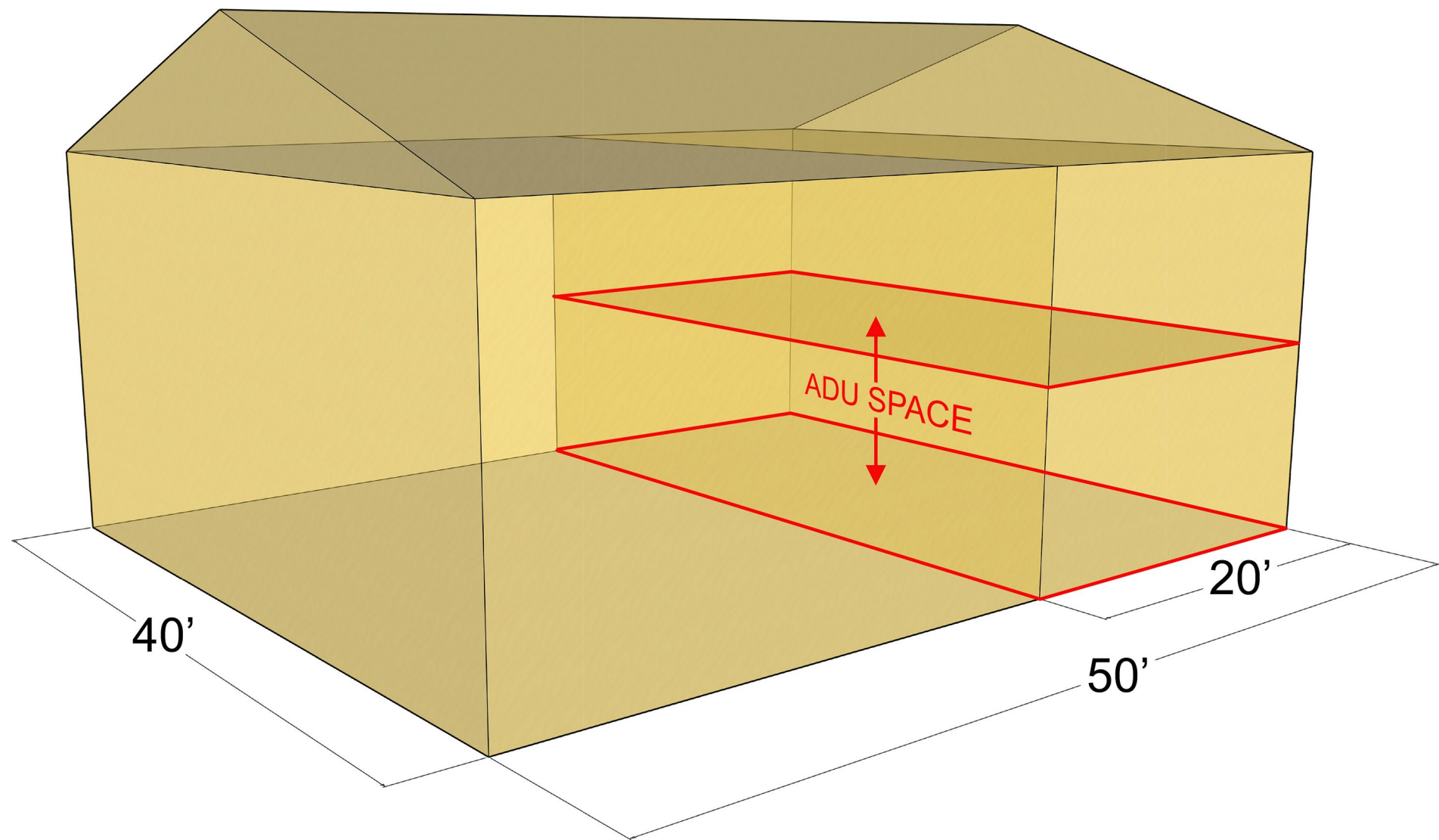
21091 VERNON
ST NW

21091 VERNON
ST NW

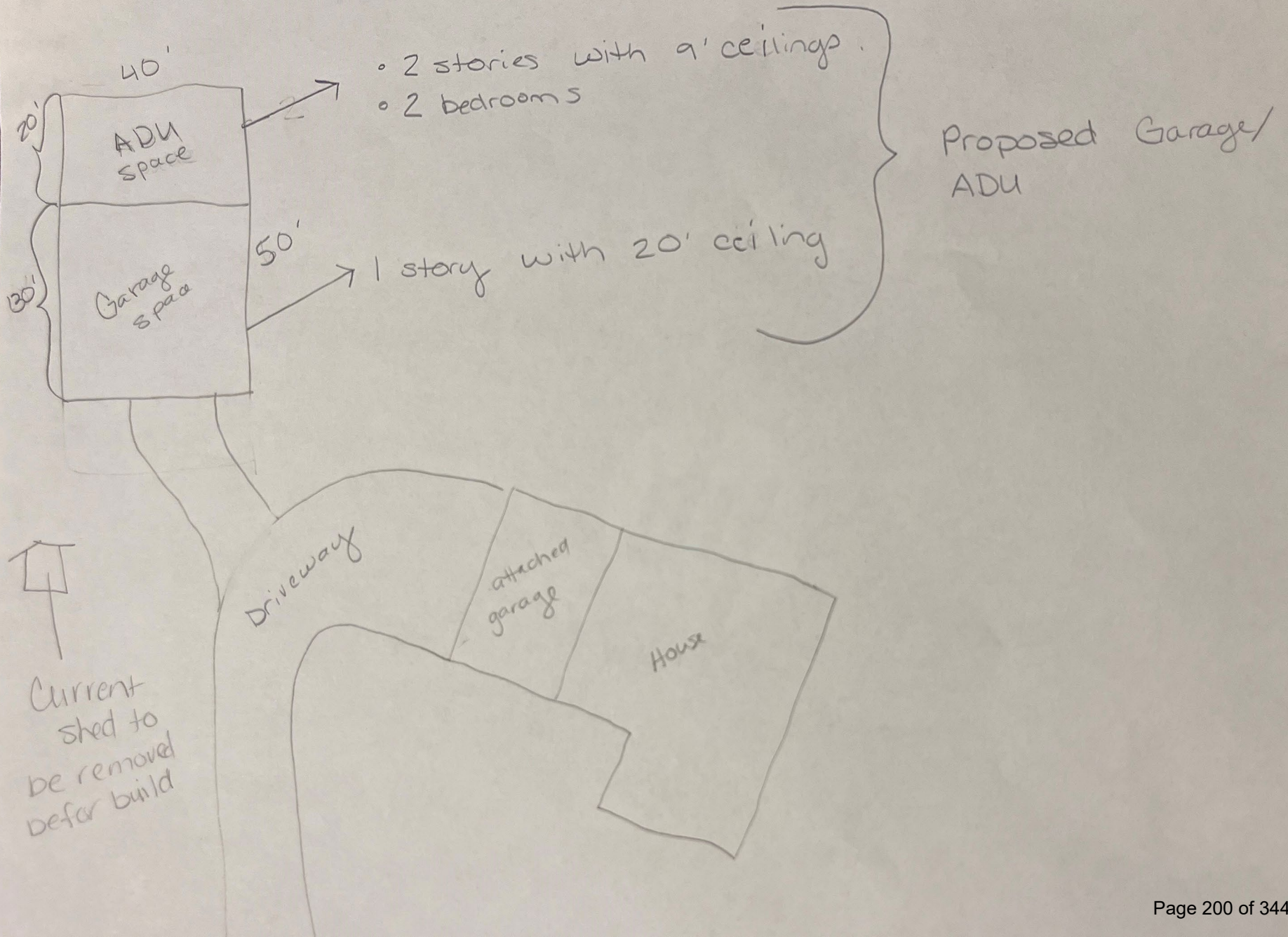
12578 212TH
AVE NW

12604 212TH
AVE NW

21082 VERNON
ST NW



Woodland Trail



Square Footage Allowed

	ADU	Accessory Structures
Allowed	1,000	2,500
Proposed	1,600	2,648
Exceeds	600	148

Applicable Regulations

1. Is in harmony with the general purpose and intent of the ordinance

- Intent is to ensure ADUs remain subordinate to house
- Proposed ADU is approximately 60% larger than allowed
- Accessory structure limit exists to avoid oversized outbuildings
- Approval would conflict with the ordinance's stated purpose

Applicable Regulations

2. Is consistent with the City of Elk River Comprehensive Plan

- While Comp Plan supports single-family uses
 - Relies on zoning to ensure orderly & consistent development
- Exceeding both ADU and Accessory size limits, is inconsistent with plan standards
- The request is not fully aligned with the Comp Plan

Applicable Regulations

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

- Reasonable use of the property exists without a variance
- Designing and constructing to standardized building dimensions is understandable
- Can be achieved by reducing dimension
- The property can accommodate these uses within ordinance limits
- Exceeding them is not necessary to achieve reasonable use

Applicable Regulations

4. The plight of the petitioner is due to circumstances unique to the property not a consequence of the petitioner's own action or inaction.

- Attached garage size is not a unique
- Variances cannot be granted solely because of personal preference or building economics
- This condition is not unique and does not justify exceeding code standards

Applicable Regulations

5. The variance, if granted, will not alter the essential character of the locality.

- While indoor storage may improve site appearance a variance of this scale could alter the character of the neighborhood

Item 8.1

Jennifer Belde

Variance



Square Footage Allowed

	ADU	Accessory Structures
Allowed	1,000	2,500
Proposed	1,600	2,648
Exceeds	600	148

BOAs Findings for Denial

- Request exceeds the max. ADU size by 600 sq.ft. and accessory structure area by 148 sq.ft.
- Property can be reasonably used without exceeding ordinance limits
- Applicant's situation is not unique but is based on garage design and economic preference
- Approval would conflict with the intent of the ordinance and Comp Plan
- The variance, if granted, could alter the essential character of the locality

Since September 15 Council Meeting

- Council postponed action for city attorney review
- There is not enough information to establish that the size variance is necessary to alleviate a specific burden from a qualifying disability
- While it is a reasonable request to accommodate a mobility disability, the applicant has not documented how it would be necessary at this time to allow the specific size increase requested

Reasonable Accommodation Request

- The city attorney recommends the city should create an avenue for an applicant to present evidence for a reasonable accommodation request
- Asking the City Council for direction to create this process within our ordinance

Action Requested

- Direct staff to draft a resolution stating that findings of fact are made, denying the accessory structure size variances, as the standards for approval, as noted in the memo, are not met
- The City Council would consider the resolution on October 20, 2025
- Additionally, direct staff to work with the city attorney and draft an ordinance providing applicants with an opportunity to request variances specifically related to ADA requirements



Approximate
Location

75-00505-0330

75-00128-0001

1

21175 VERNON
ST NW

Approximate
Location

21131 VERNON
ST NW

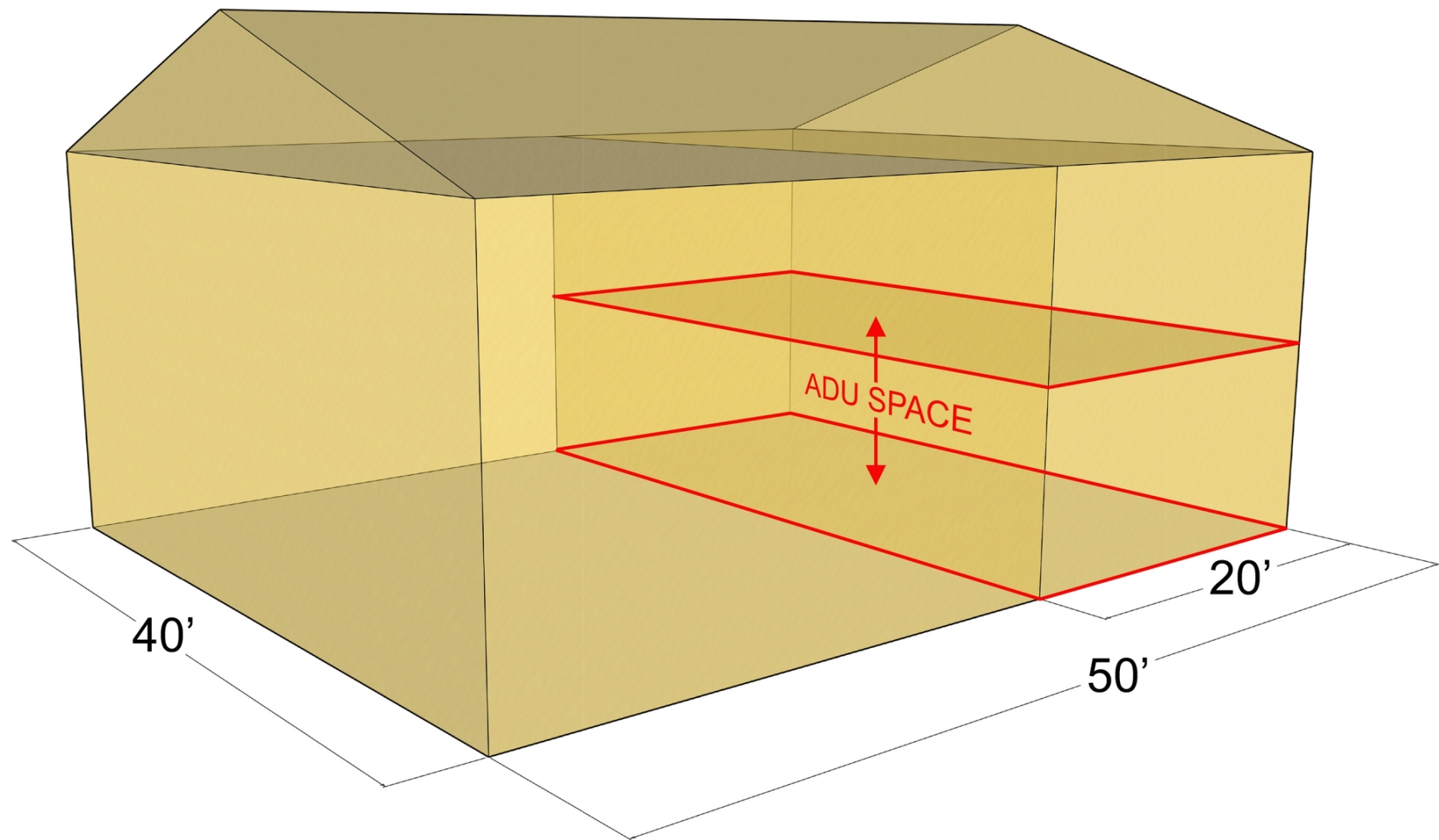
21091 VERNON
ST NW

21091 VERNON
ST NW

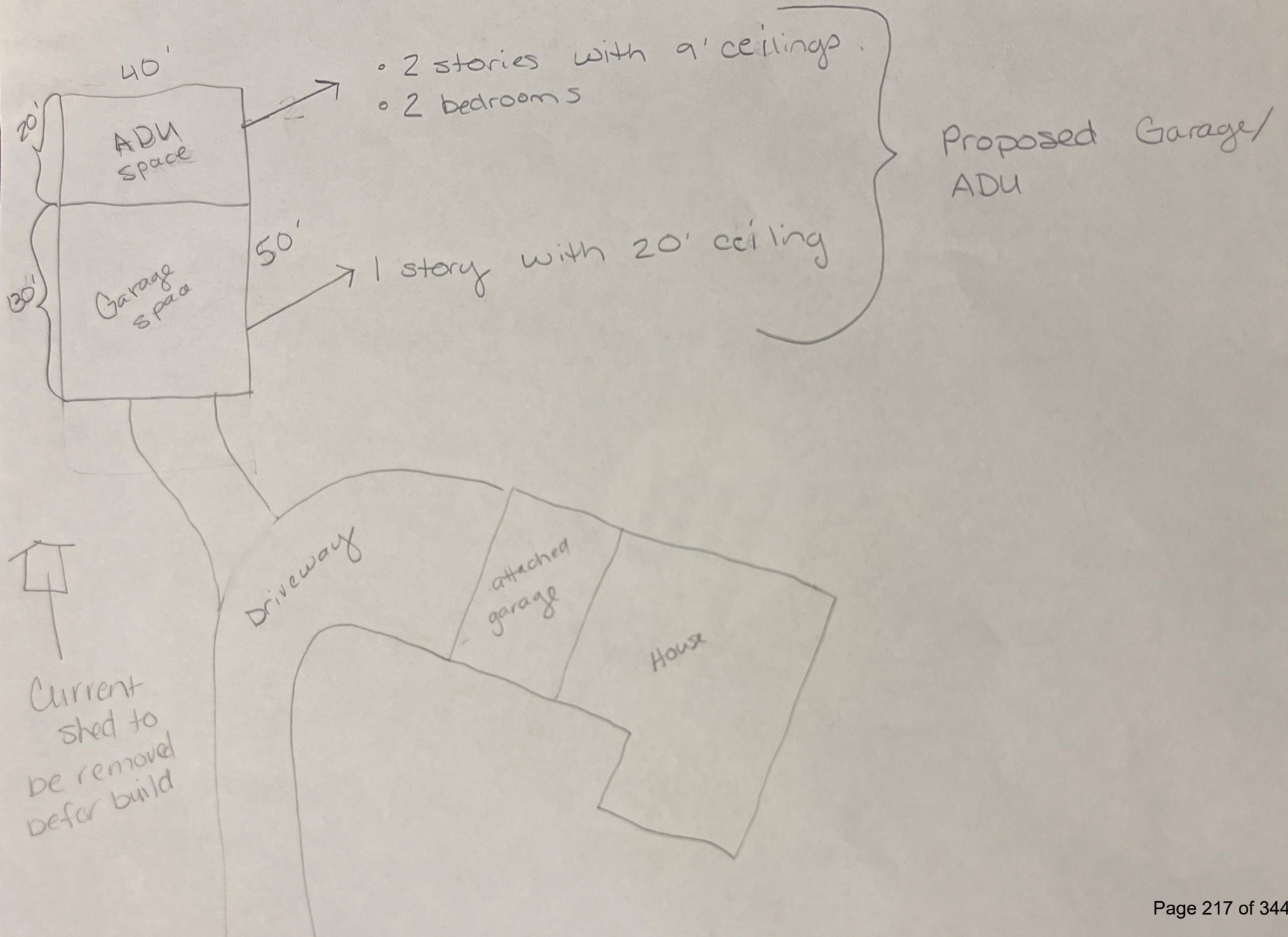
12578 212TH
AVE NW

12604 212TH
AVE NW

21082 VERNON
ST NW



Woodland Trail



Square Footage Allowed

	ADU	Accessory Structures
Allowed	1,000	2,500
Proposed	1,600	2,648
Exceeds	600	148

Applicable Regulations

1. Is in harmony with the general purpose and intent of the ordinance

- Intent is to ensure ADUs remain subordinate to house
- Proposed ADU is approximately 60% larger than allowed
- Accessory structure limit exists to avoid oversized outbuildings
- Approval would conflict with the ordinance's stated purpose

Applicable Regulations

2. Is consistent with the City of Elk River Comprehensive Plan

- While Comp Plan supports single-family uses
 - Relies on zoning to ensure orderly & consistent development
- Exceeding both ADU and Accessory size limits, is inconsistent with plan standards
- The request is not fully aligned with the Comp Plan

Applicable Regulations

3. The petitioner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.

- Reasonable use of the property exists without a variance
- Designing and constructing to standardized building dimensions is understandable
- Can be achieved by reducing dimension
- The property can accommodate these uses within ordinance limits
- Exceeding them is not necessary to achieve reasonable use

Applicable Regulations

4. The plight of the petitioner is due to circumstances unique to the property not a consequence of the petitioner's own action or inaction.

- Attached garage size is not a unique
- Variances cannot be granted solely because of personal preference or building economics
- This condition is not unique and does not justify exceeding code standards

Applicable Regulations

5. The variance, if granted, will not alter the essential character of the locality.

- While indoor storage may improve site appearance a variance of this scale could alter the character of the neighborhood



Request for Action

To
City Council

Item Number
8.2

Meeting Date
October 6, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by
Cal Portner
Tina Allard

Action Requested

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

Background/Discussion

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

The proposed work session topics are as follows:

- Fire Station I Facility Funding (after legislative session)
- Public Safety Grant Expenditure update
- Review of zoning north of 197th Ave and the gravel mining area following Highway 169 construction
- Update of traffic light timing along Highway 169
- City Mission and Vision Review

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow, meet changing needs (agile), and 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
October 6, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by
Cal Portner
Tina Allard

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion

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

- **Community Event Center Commission** – CM Beyer
- **Heritage Preservation Commission** – CM Calva
- **Parks and Recreation Commission** – CM Grupa
- **Planning Commission** – CM Wagner
- **Housing and Redevelopment Authority** - Mayor Dietz
- **Utilities Commission** – Mayor Dietz
- **Region 7W** – Mayor Dietz

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission

Attachments
None

The Elk River Vision

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





Request for Action

To
City Council

Item Number
11.1

Meeting Date
October 6, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Winlectric Conditional Use Permit Discussion

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Direct staff to extend the deadline for CUP compliance or call a public hearing to begin the formal revocation process.

Background/Discussion

The Conditional Use Permit (CU 22-11) was approved on July 18, 2022, with specific conditions pertaining to outdoor storage. The permit required compliance with these conditions by July 18, 2024; however, staff extended the deadline to December 31, 2024. The CUP conditions were not on schedule to be satisfied by the end of December and the applicant applied for an amendment on December 26, 2024.

On March 17, 2025, the city approved an amendment (CU 24-22) to the original CUP, which extended the compliance deadline to July 1, 2025, as requested by the applicant. When compliance was not achieved by that date, staff extended the deadline to August 25, 2025, and, again, granted a final extension to September 30, 2025.

As documented in the attached correspondence, staff have made consistent efforts to work with the applicant to facilitate compliance with the conditions of the CUP.

The City Council can choose to extend the deadline for compliance with the conditions of approval for the two CUPs, or direct staff to schedule a public hearing to discuss the possible revocation of the CUPs.

Financial Impact
None

Mission/Policy/Goal
Ethical, efficient, and responsible.

Attachments

1. CU 24-22 CC Action Letter
2. Site Photos 10-2-2025

The Elk River Vision

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



3. Ongoing Emails



March 19, 2025

Elk River Winlectric - Troy Tamm
12777 Meadowvale Rd. NW
Elk River, MN 55330

Via email: Tetamm@winlectric.com

Wholesalers Property CO LLC – Ward Allen
3110 Kettering Blvd
Kettering OH 45439

RE: City Council Action for Case No. CU 24-22

Dear Mr. Tamm and Mr. Allen:

On March 17, 2025, the City Council reviewed your application for an Amendment to Conditional Use Permit CU 22-11 for Winlectric, located at the address listed above and approved the request with the following conditions:

1. The property shall comply with Section 30-807 regarding outdoor storage.
2. All outdoor storage must occur within fenced in areas.
3. All temporary outdoor storage structures shall be removed from the property by July 1, 2025.
4. All areas utilized for outdoor storage be completely screened from view from all public rights-of-way by July 1, 2025.
5. No product can be stored higher than the top of the fence.
6. The parking lot shall be striped by July 1, 2025.
7. An amendment to this Conditional Use Permit will be required for any future changes.

If you have any questions regarding the meeting or the conditions listed above, please let me know. When conditions are complete, the CUP document will be recorded at Sherburne County and the recorded copy uploaded into CitizenServe portal.

Sincerely,

Chris Leeseberg
Senior Planner
Ph: 763.635.1033

cleeseberg@ElkRiverMN.gov

Phone: 763.635.1000

www.ElkRiverMN.gov





10.2.2025 09:18



10.2.2025 09:18



10.2.2025 09:19



10.2.2025 09:20

On Going Emails

July 18, 2022

Original CUP (CU 22-11) approved.

Tue, Nov 12, 2024

Good afternoon Troy,

We are following up regarding a few Conditional Use Permit (CUP) issues that need to be addressed. While we understand the need for staging on site and consider that acceptable, there are concerns with the prolonged storage of materials outside your approved storage area, including behind the building. Per Condition #5, *all outdoor storage must occur within fenced areas*. Additionally, all temporary outdoor storage structures were to be removed from the property by July 18, 2024. Both of these items were discussed back in November 2023.

We request that all outdoor storage items be moved within the fenced area or inside and all temporary structures be removed by December 13, 2024. If these actions are not completed by that date, we will bring the matter to the City Council for discussion on a potential CUP revocation. We will notify you of any meetings, if needed.

We understand there are other businesses in the area with unscreened outdoor storage also, and we will be reaching out to them regarding this matter.

Please reach out if you have any questions.

Thank you, Chris

Tuesday, November 12, 2024

Good afternoon

I assume you have more complaints in regards to this....I thought we did a hell of a job getting into compliance with fencing in 1/2 of the property. We try to avoid items being outside the fence area when possible, but loading and shipping causes items to remain overnight at times. We discussed adding the fence behind the building to eliminate the items behind us and were gonna pursue this in spring of 2025. McChesney took down a tree and tore up some of his landscaping late summer early fall and wanted to wait until he was done with his project. We are still on waiting list of additional storage next to us (KISER) in there storage garages, we have 3 and are looking to add 2-3 more and would be able to eliminate the job containers that are still present. We do fill and ship job lots in these containers. We did move the one we had in back and eliminated it. Maybe we can see if we can extend the CUP permit for this matter, it would help us out tremendously. We do our best to keep our property looking as good as possible.

Thanks Troy

Wednesday, November 20, 2024 10:39 AM

Good morning Troy,

You are correct, your property/landscaping looks good, and your outdoor storage is well-organized. However, the current issue is that, according to both the approved CUP and the ordinance, outdoor storage is required to be screened from view in the public right-of-way.

We have not received any additional complaints, and the current correspondence is our follow-up to ensure compliance with both city ordinances and the approved CUP.

As mentioned, we understand that you are very busy, your business is thriving and have a need for on-site staging and find it acceptable. With lead times on products being unpredictable, we recognize the importance of planning ahead by ordering extra. However, long-term storage remains a concern, for example, the conduit on the east side has been there since early summer.

As an additional reminder of these requirements, and as outlined in your approved CUP from November 2022, the deadline to substantially complete the work was July 18, 2024. Staff's goal is to work with every applicant to meet the standards and will provide an extension through the remainder of the year. All outdoor storage items must be relocated to an area within the fenced area or indoors, and all temporary structures must be removed by December 31, 2024.

As an alternative, you may request an amendment to your CUP. This is the same process/cost as you went through with the original request, with a public hearing, Planning Commission recommendation, and City Council action.

Please let me know if you have any questions.

Thank you, Chris

March 17, 2025

Original CUP Amendment (CU 24-22) approved.

Wednesday, March 19, 2025 11:51 AM

Troy,

Attached is the City Council approval letter for your request to amend CU 22-11 to extend requirements for outdoor storage requirements until July 1, 2025. Please read the attached letter outlining the conditions of the approval. If you have any questions, please reach out to Chris.

Thank you, Jennifer

Wednesday, May 28, 2025 4:33 PM

Hi Troy,

With July 1, 2025, not too far away, we are checking in to see how you are coming along with your required conditions and if you have any questions.

Thank you, Chris

Friday, June 13, 2025 9:50 AM

Hi Troy,

As you are aware, the City Council approved your extension to complete your conditions by July 1, 2025. A recent review of your property shows limited progress on bringing the outdoor storage into compliance. All outdoor storage must be located within fenced in areas and completely screened from view from all public rights-of-way or removed, and all temporary outdoor storage structures must be removed.

If the conditions of the approved CUP are not met by July 1, 2025, we will schedule a meeting with the City Council to discuss possible revocation of your permit.

Let me know if you have any questions.

Thank you, Chris

Friday, June 13, 2025 10:01 AM

Good morning

It'll be done. The City spent 5 weeks getting the permit issued to Chad, who is building the storage unit that we are moving into. So, blame the person or people who dropped the ball on issuing his permit if it runs over July 1st. The construction started on Wednesday and hopefully concrete on the 23rd. Once concrete is in the new building the storage containers will be moved.

thanks troy

Fri, Jun 13, 2025 at 11:42 AM

Troy,

The city is pleased to hear you are confident that you will be able to bring your business and CUP into compliance by the Council approved date. Please understand the approval of your CUP was not contingent on other properties.

I had the building department investigate the timeline:

- They applied on 4/07/2025
- All reviews were completed by 4/14/2025 (6 business days)
- An email on 4/11/2025 was sent that the city needed plans to be signed by a licensed architect. This is stated on the permit application also.
- Signed plans were received on 5/15/2025. (34 days after applicant was notified)
- Updated plans were put back into review on 5/16/2025. (late Friday)
- The plans were approved on 5/19/2025. (1 business day)
- In total, the time this plan spent in city review was 7 business days, not 5 weeks.

Your CUP was approved on July 18, 2022, nearly three years ago.

Thank you and have a great weekend. Chris

Friday, June 13, 2025 10:57 AM

I just talked with Chad and his permit was submitted (march) and had everything done, but after he submitted the structural plan the building dept said 5 weeks after he submitted, that he needed an architectural plan also. He said all this could've been done on the original submission date 4/7/25. Whatever.

The building will be up next week, with concrete going in the next, so the plan is June 27th having the storage containers gone.

Thanks

Troy

Fri, Jun 13, 2025 at 12:12 PM

Troy,

That is incorrect but beside the point for your CUP. You only mention the storage containers will be gone, please remember everything stored outside needs to be behind a fence or moved inside.

It sounds like everything should work out as needed, which is great and the goal of the city.

Thank you, Chris

Friday, June 13, 2025 12:11 PM

There will be a fence going up in back. I can't store pipe inside the building or spools, that is staying outside. We do also stage shipping a day or two ahead of time and we use our yard for that.

Thanks Troy

Fri, Aug 8, 2025 at 12:55 PM

Troy,

As you are aware, the City Council granted an extension for completion of the conditions associated with your Conditional Use Permit (CUP) until July 1, 2025. As of today, more than a month has passed since that deadline, and several required conditions remain unfulfilled.

1. The property shall comply with Section 30-807 regarding outdoor storage.
2. All outdoor storage must occur within fenced in areas. (not completed)
3. All temporary outdoor storage structures shall be removed from the property by **July 1, 2025. (completed)**
4. All areas utilized for outdoor storage be completely screened from view from all public rights-of-way by **July 1, 2025. (not completed)**
5. No product can be stored higher than the top of the fence. (not completed)
6. The parking lot shall be striped by **July 1, 2025 (not completed)**
7. An amendment to this Conditional Use Permit will be required for any changes to the site plan dated May 17, 2025.

If all outstanding conditions are not addressed by August 25, 2025, the matter will be placed on the September 2, 2025, City Council agenda for discussion and direction regarding potential revocation of the CUP, should the property remain out of compliance.

Please note that I will be out of the office from August 11–15. During that time, you may contact Zack Carlton with any questions or concerns.

We appreciate your attention to this matter and your continued cooperation. Please do not hesitate to reach out with any questions.

Thank you, Chris

Monday, August 11, 2025 8:09 AM

Good morning

I been doing best to comply, but when a company has been part of the community since 1995 and only in the last 2 years this has become a problem, I'm starting to feel serious harassment. You

stated 30-807 section of local ordinances, but there's 132 pages in this section. Can you please send the info from that section for the building we have? I have seen 20-30 business that would fall under failure to comply, The parking lot was stripped last year, it will probably need to be redone because of fading. I talked with my neighbor (McChensey) and he was furious about a fence going in between the buildings. I got a \$12,000 quote to install a fence for practically no reason. We pay our taxes and we do our best to keep outside clean, if I need to put this fence in behind the building, we will be taking down 15 full grown trees, is this something the city wants? If this is the case, I'll be removing the trees in front of our building also and convert the in front to outdoor storage and extend that fence. I stage deliveries all week and we do have items sitting outside. Do items need to be moved each day to comply with you? Elk River Winlectric has been a solid business for this city for 30 years and has given to the community thru taxes, charity events, including the Chamber, The local schools, Guardian Angels and more. Do you recommend I get an attorney, because there's only so many things that can be done without seeing trees and lawns destroyed. Let me know, maybe there can be a 5-10 year CUP permit offered for us. Thanks, Troy

Tuesday, August 19, 2025 3:48 PM

Hi Troy,

Winlectric continues to be a valued business and a real asset to the city. Your commitment to maintaining such a well-kept landscape sets a great example, and it is appreciated.

As you know, the city received a complaint over 3 ½ years ago, and since that time, we have been working with you to bring the property into compliance. The City Council even extended your deadline to align with the July 1, 2025, date you requested.

To provide some clarity, the city adopted an outdoor storage ordinance designed to keep outside materials screened from view. I've attached Section 30-807 (one page) for your reference. Outdoor storage is allowed in a location of your choice and sized to your needs, provided the storage areas comply with Section 30-807, particularly setback requirements (30-feet from front property lines, you have front property lines on each street). You may remove or retain trees as you see fit.

I also spoke with your neighbor, who shared that they do not object to a fence, they prefer it not be covered with "fabric." I explained that the city has permitted the use of fabric under your Conditional Use Permit (CUP).

Staging deliveries is acceptable for a short period (a day or two), but materials must then be placed in the screened storage area.

Additionally, the ordinance addresses the expiration of CUPs and states: If the proposed work described in a conditional use permit has not been substantially completed within two years after its date of issuance, the permit shall expire and become void, except that the council may, following recommendation of the planning commission, extend the permit for an additional period

determined by the council on the receipt of a request for a permit extension prior to its expiration. A conditional use permit authorizes only the use specified in the permit and shall expire if, for any reason, the authorized use ceases for more than six months.

Your first CUP technically should have expired on July 18, 2024, since the required conditions were not met and the permit was never recorded. This is why we request you apply for the amendment/extension.

We understand these requirements can be cumbersome and at times costly. That said, the city's intent is simply to ensure outdoor storage is properly screened, consistent with the original complaint.

You have had approximately 3 ½ years to complete the required conditions, and we appreciate your continued cooperation. We are again extending your deadline, for the last time, and ask that all outstanding items be fully addressed no later than September 30, 2025. If the property is not brought into compliance by that date, the matter will be placed on the October 6, 2025, City Council agenda for discussion and direction regarding potential revocation of the CUP.

Thank you, Chris

Wednesday, September 17, 2025 10:28 AM

Good morning Troy,

We are touching base on your progress, can you give us an update on where things are at and what your scheduling looks like to complete the items that need to be done by September 30, 2025. We have updated the City Council on your concerns so if we do meet with them on October 6, 2025, they will have some background.

Let me know if you have any questions and have a great day.

Thank you, Chris

Thursday, September 18, 2025 2:08 PM

Good afternoon

I had my city council member Cory Grupa stop by and discuss a proper way to handle this without costing the city and Elk River Winlectric. All items were removed from behind the building and cleaned up, we are in works with a contractor to level the front back corner to put the enclosed fenced area and limit the need to remove tree's and grass.

Thanks, Troy

Friday, September 19, 2025 12:57 PM

Good afternoon Troy,

Thank you for the update. I think there is a misunderstanding about what needs to be completed. Based on your approved CUP conditions, everything needs to be removed or screened with fencing.

On September 16, 2025, we documented numerous items behind the building. We also documented other properties with outdoor storage issues in the area, and the city will be working to address those as well.

Our review shows that you have completed condition #3. Conditions 1, 2, 4, 5, and 6 still need to be completed.

1. The property shall comply with Section 30-807 regarding outdoor storage.
2. All outdoor storage must occur within fenced in areas.
3. All temporary outdoor storage structures shall be removed from the property by July 1, 2025.
4. All areas utilized for outdoor storage be completely screened from view from all public rights-of-way by July 1, 2025.
5. No product can be stored higher than the top of the fence.
6. The parking lot shall be striped by July 1, 2025
7. An amendment to this Conditional Use Permit will be required for any changes to the site plan dated May 17, 2025.

Please share your schedule to complete the outstanding items, which must be completed by September 30, 2025.

Thank you for your continued cooperation.

Thank you, Chris

Friday, September 19, 2025 1:05 PM

That's correct. The enclosed fence will store outside items.

Thanks, Troy

Friday, September 19, 2025 1:10 PM

Troy,

Sounds good, thank you for the clarification.

Thank you

Friday, September 19, 2025 1:23 PM

Good afternoon.

As a business owner of this city and as a property and sales tax generating business, I think more consideration should be taken in part of the city to these hard working businesses. I know there's 15-20 businesses in violation of your ordinance and I don't have any issues with any of them and I wish the city would leave them alone, if it's not causing burden to public safety. We have removed and done so much to make everything better and very close to compliance, but yet I keep getting more and more costs adding up to appease you all. I did talk with Chad (McChesney cab) and he really doesn't want the fence in back, so I replanned to make a smaller fenced in area to make you happy. I discussed this with Cory Grupa and he seemed to think it was a much better idea. I will not put a fence around our entire property, it won't work for truck deliveries. These full semi trucks with trailers need room to turn and a fence will cause issues. I have yet to be explained on what is happening with this walking trail/bike trail that seems to be making progress and going thru the front of our property. It would be a great idea to maybe have someone from the city inform the businesses in person on the plan.

I have already been in discussion with the city of Big Lake in possibly moving the business and building a new structure, I feel we are a very good asset to the city of Elk River, but I'm getting very frustrated with all the updating that needs to be done. I trying to make it simple, but I feel this will never end.

Thanks, Troy

Friday, September 19, 2025 4:05 PM

Troy,

The trail is a Sherburne County project. I reached out to them, and they will contact you next week.

In the meantime, here is one [link](#) to some information on the project and a second [link](#) to additional information.

Have a great weekend. Thank you, Chris



Request for Action

To
City Council

Item Number
11.2

Meeting Date
October 6, 2025

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

Item Description
Fire Station #1 Design Update

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested

Review design concepts presented by CNH Architects & cost estimates from Construction Management Team, Terra.

Background/Discussion

The Council previously reviewed preliminary concepts this summer, and staff continues to refine the design with guidance from CNH.

Financial Impact

The project will need to be bonded in the near future based on the size and scope of the station.

Mission/Policy/Goal

Meet changing needs - agile. Responsible for every dollar - good stewards.

Attachments

1. Council Presentation 2025-10-06

The Elk River Vision

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October 6, 2025



Elk River Fire Station No. 1

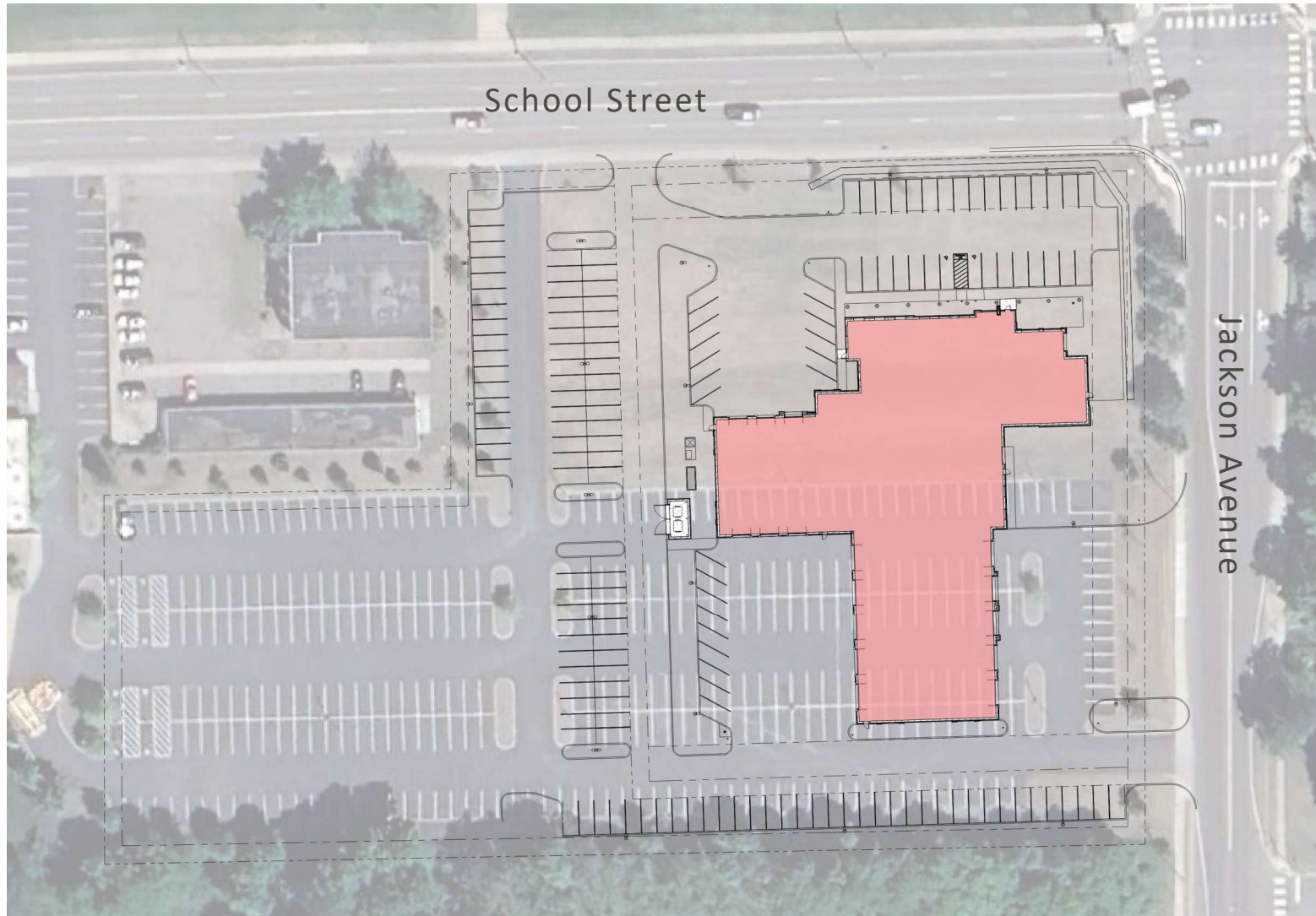


Project Size to Date

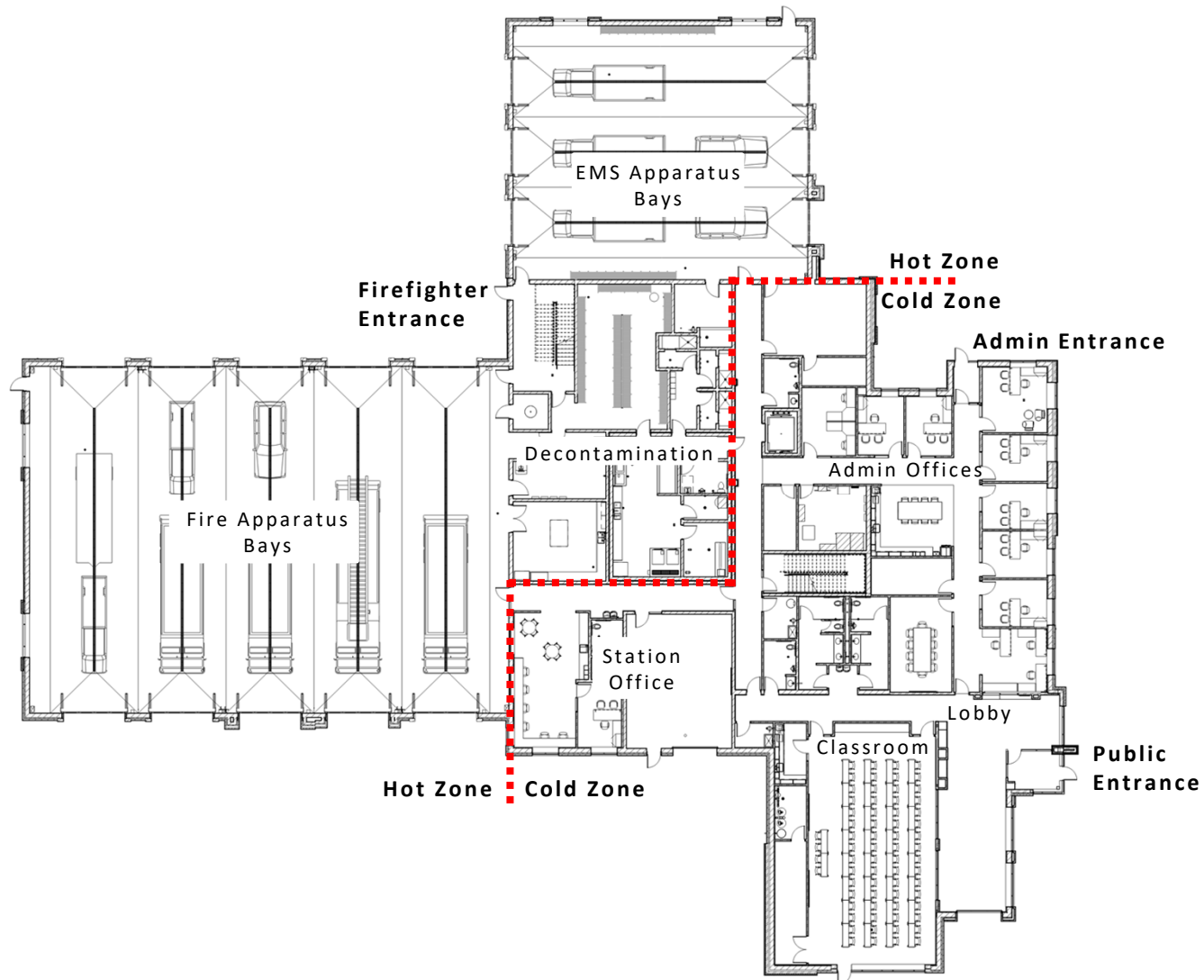


- › Created space needs program
 - › Started with ideal space needs + wants (49,415 SF)
 - › Reduced program through 3 iterations (42,289 SF > 40,655 SF > 36,003 SF)
- › Site & building design process
 - › 16 iterations of site plans
 - › 15 iterations of floor plans
 - › 16 iterations of exterior imaging

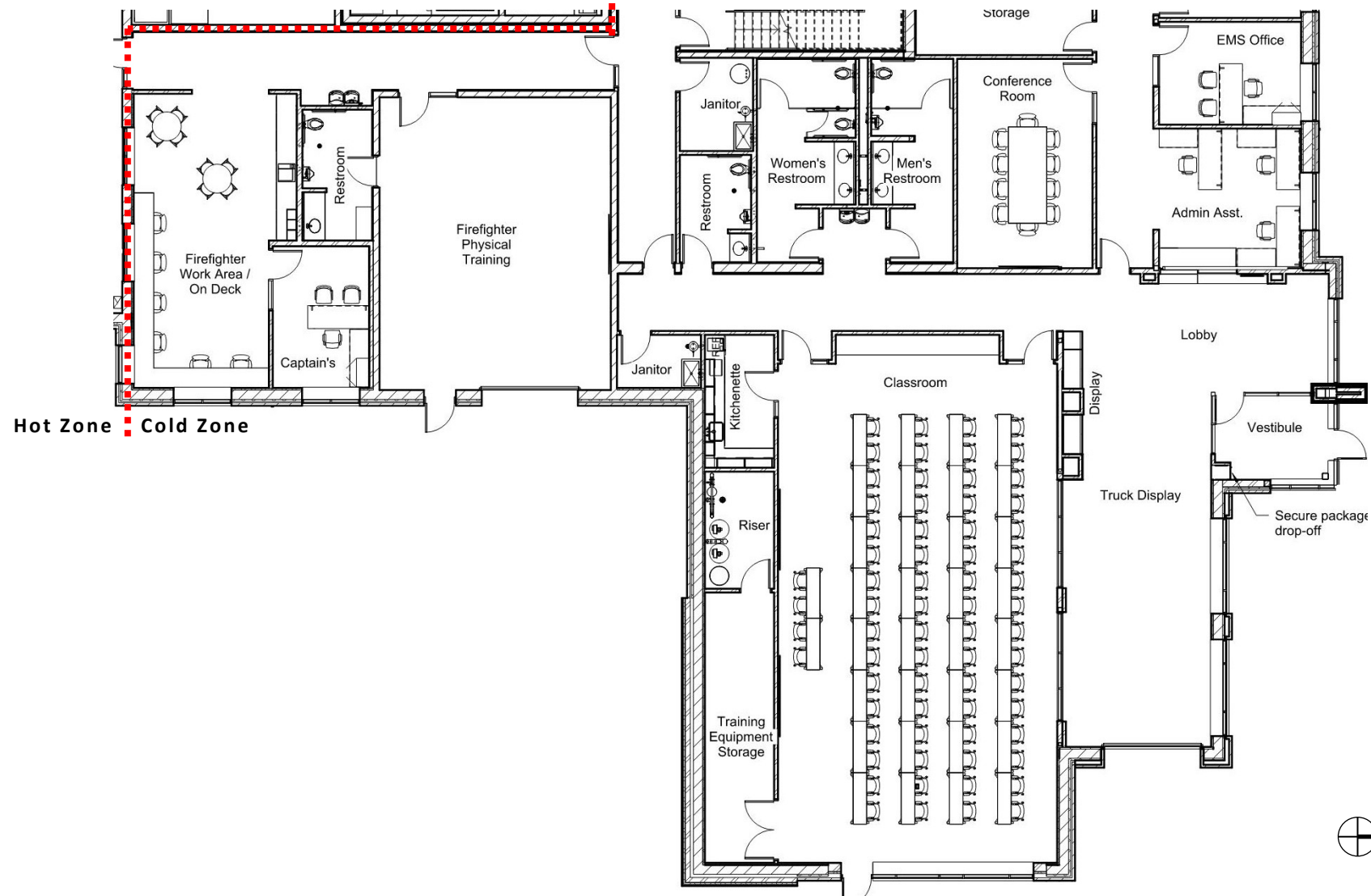
Site Plan



First Floor Plan

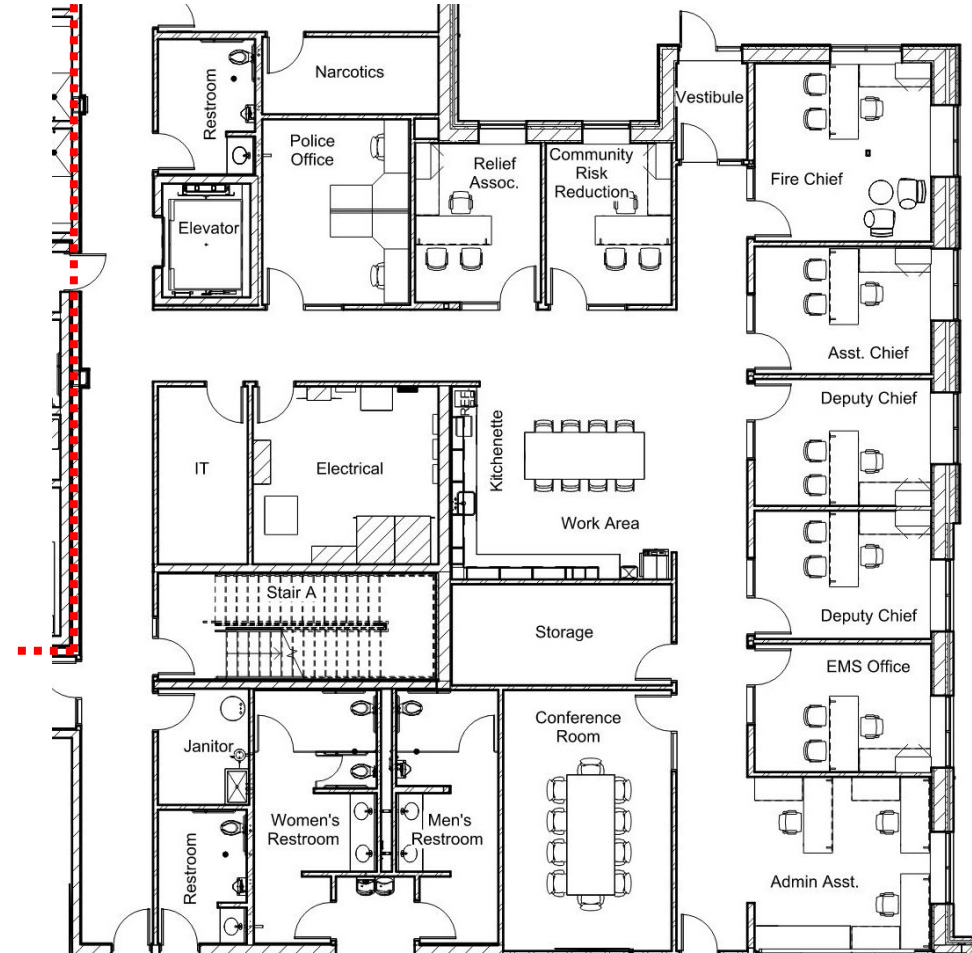


First Floor Plan – Public/Station Office

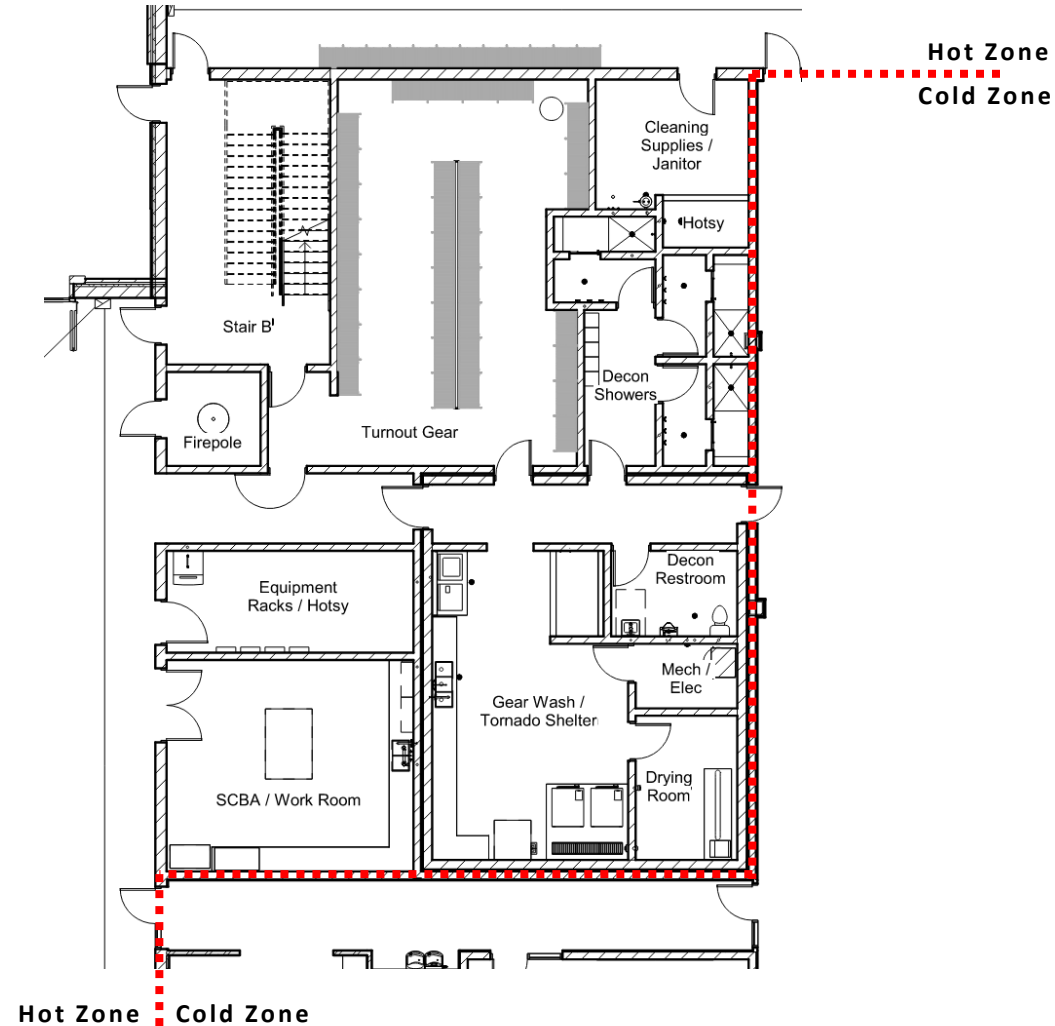


First Floor Plan – Admin/EMS Office

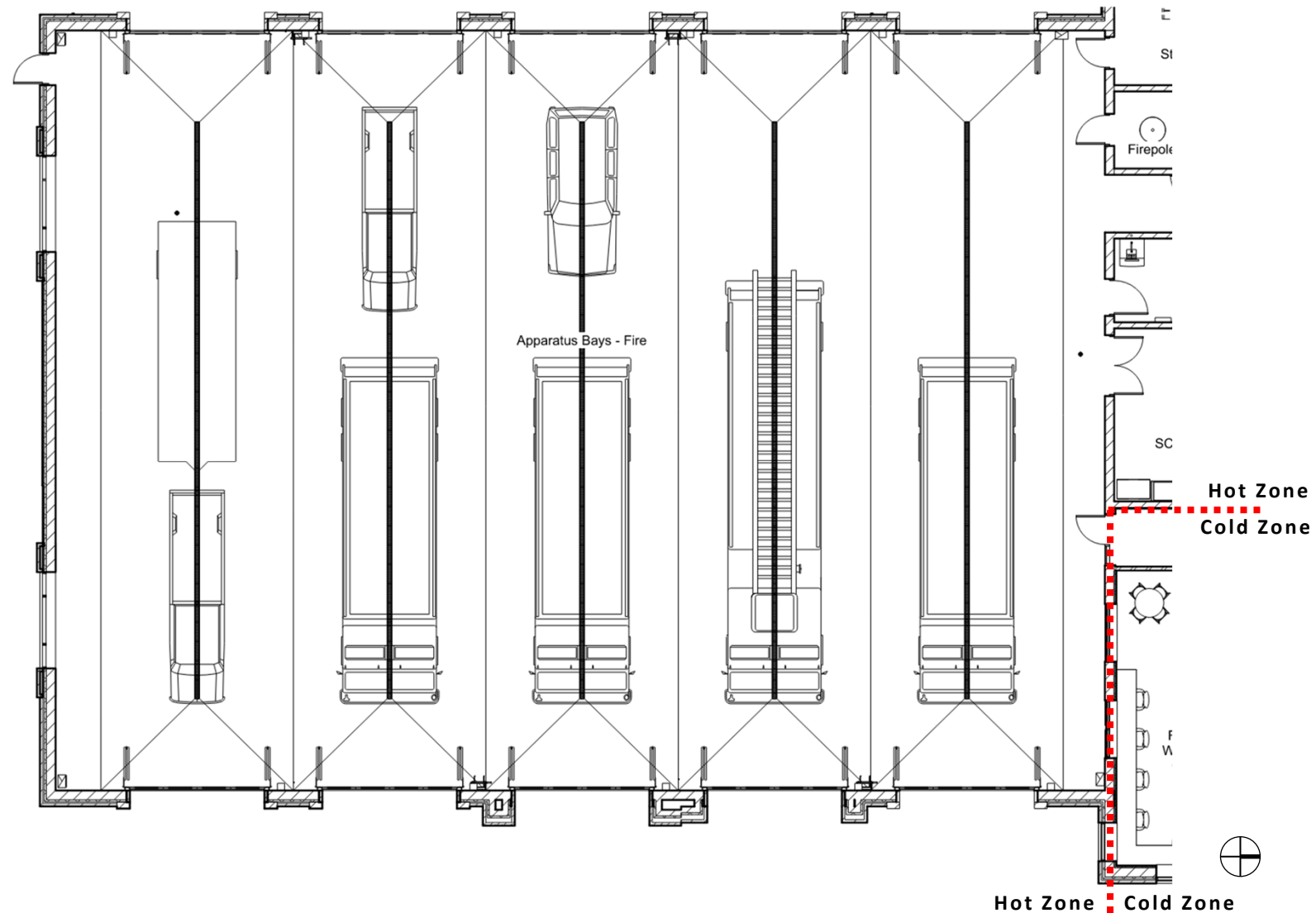
Hot Zone Cold Zone



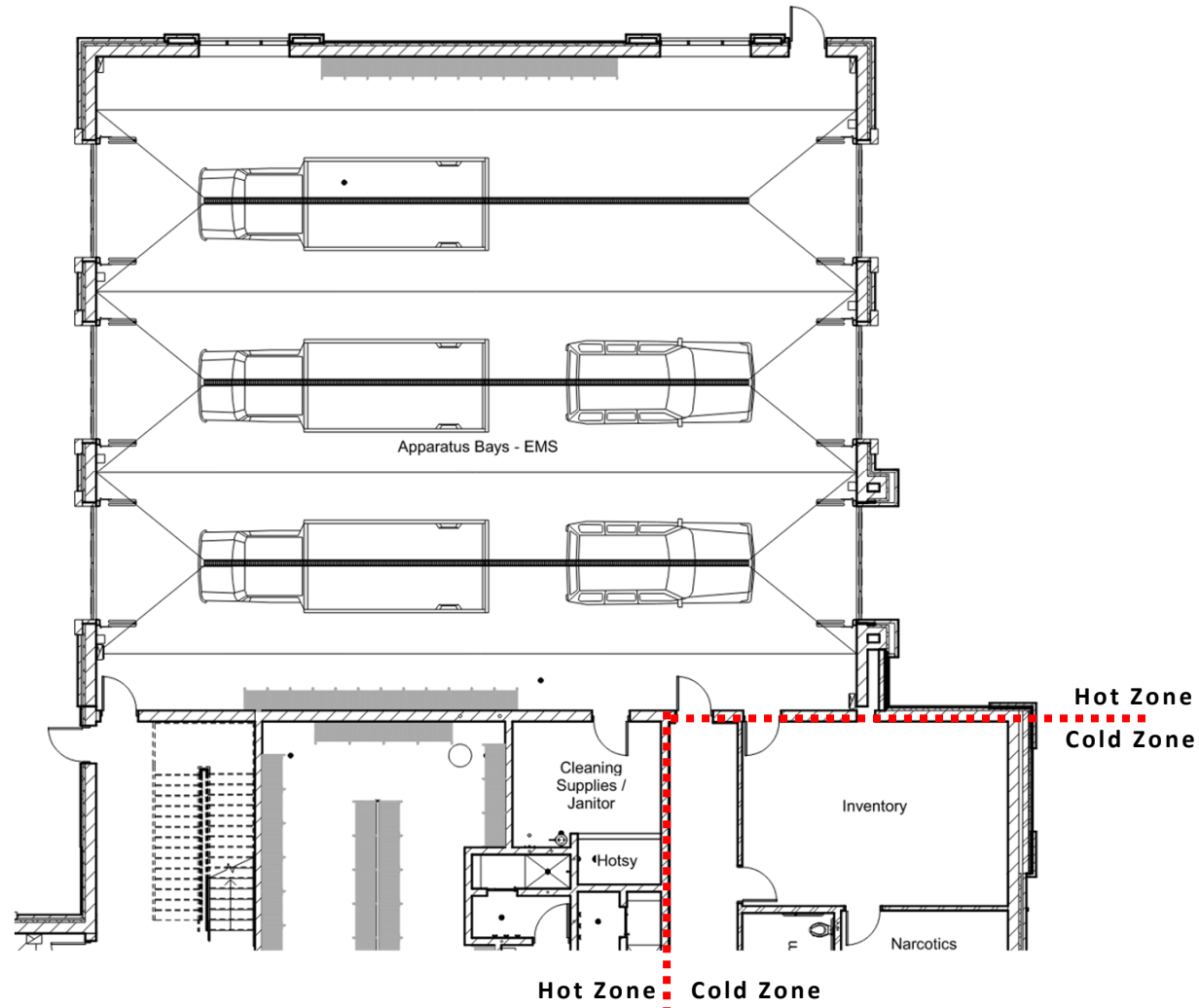
First Floor Plan – Support/Decon



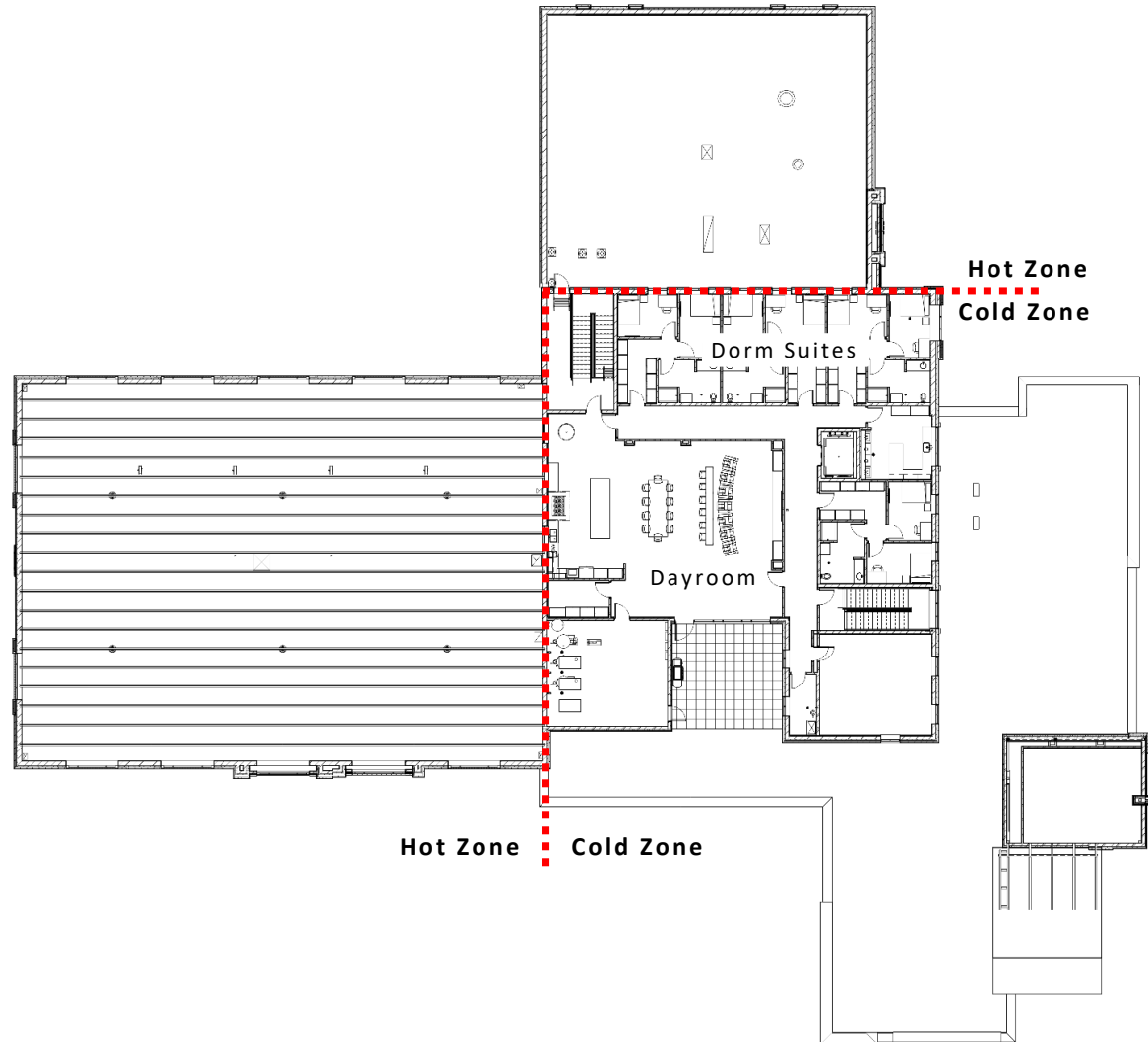
First Floor Plan – Fire Apparatus Bays



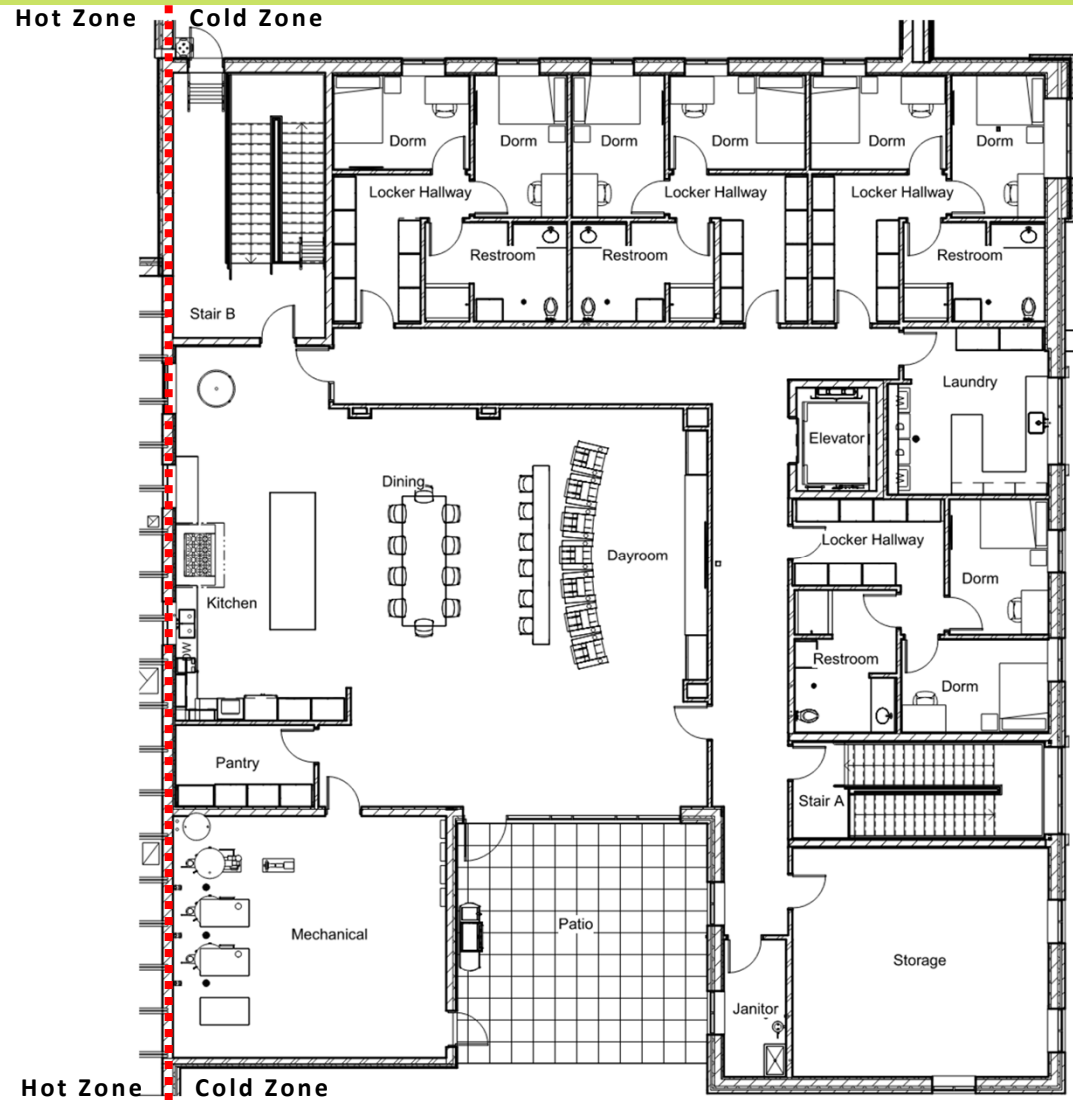
First Floor Plan – EMS Apparatus Bays



Second Floor Plan



Second Floor Plan - Residence



Exterior Perspectives



North Perspective



Southeast Perspective



Northwest Perspective

Cost Estimate



Construction Cost = \$18,798,552.63

Permit/Fees = \$2,001,360.29

**Construction cost does not include soft costs (testing & inspections, FF&E)*

Next Steps



- › City submittal process
- › Complete construction documents (3 months)
- › Construction (14-16 months)
- › Occupancy

Questions



Request for Action

To
City Council

Item Number
11.3

Meeting Date
October 6, 2025

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

Item Description
Northbound and Cannabound Design Update

Reviewed by
Cal Portner
Tina Allard

Action Requested

Staff and LSE Architects will present preliminary design concepts for the new construction of Northbound (Liquor) and Cannabound (Cannabis) retail stores.

Background/Discussion

Staff and LSE Architects have developed store concepts for the council to consider. The City Council approved a purchase agreement to acquire land for the construction of these new stores during their Regular Meeting on September 15.

Financial Impact

The budget for store construction is \$6,000,000.

Mission/Policy/Goal

Meet changing needs - agile. Responsible for every dollar - good stewards.

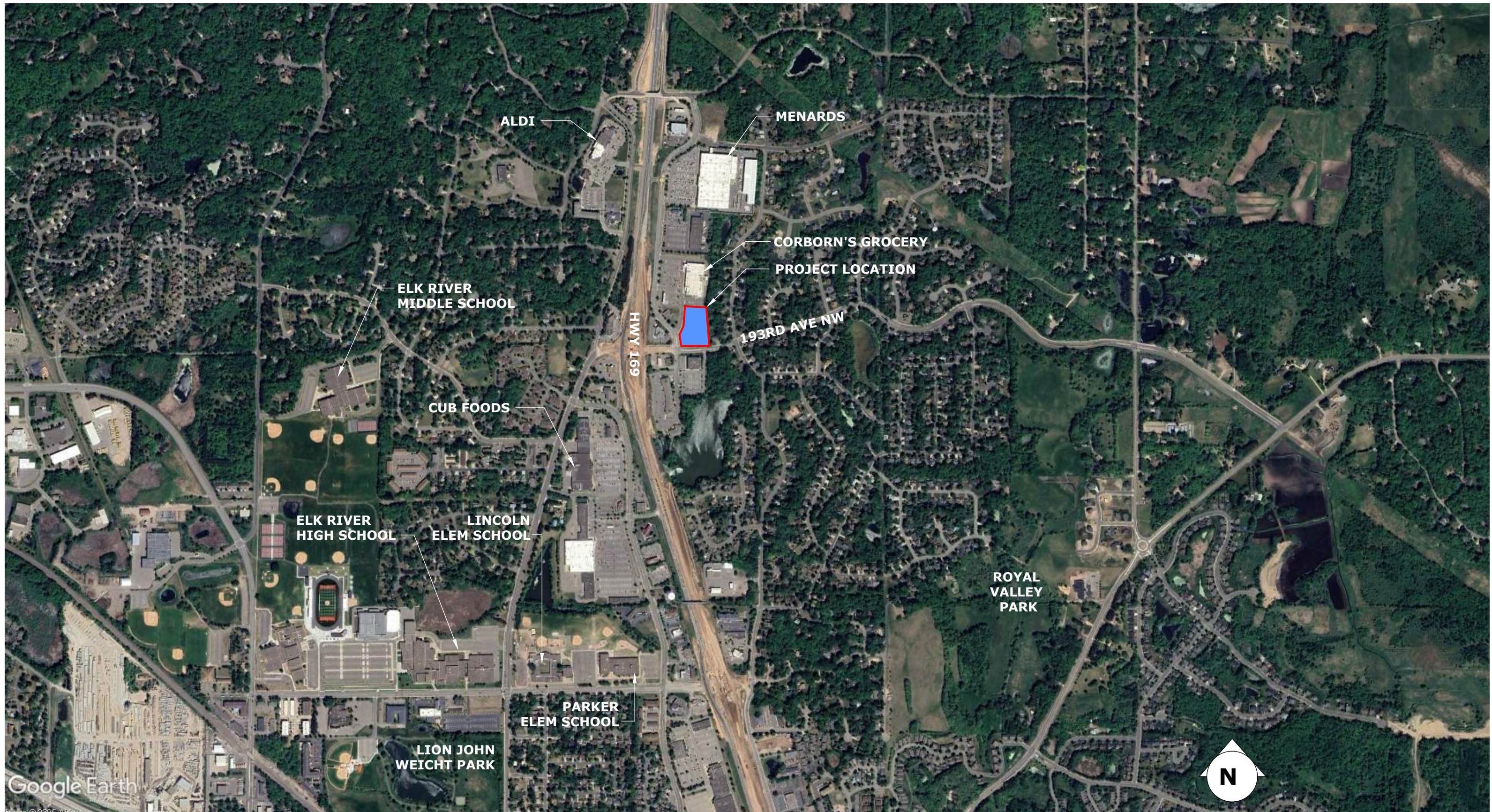
Attachments

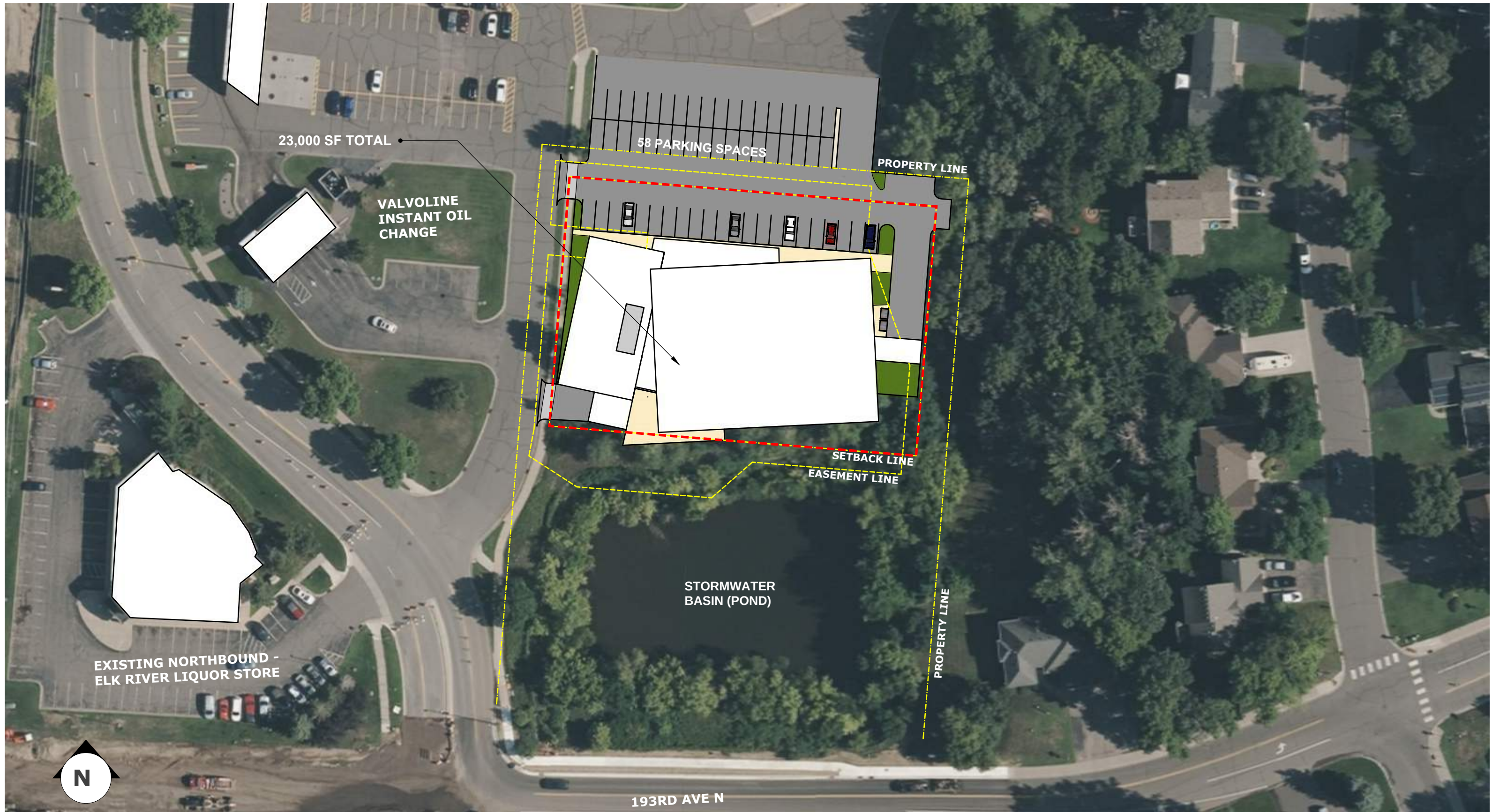
1. Presentation Elk River - Design Options -2025.10.03_FINAL FINAL2

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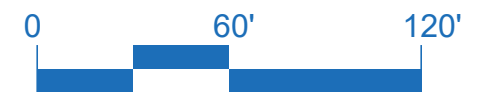
Northbound Cannabound

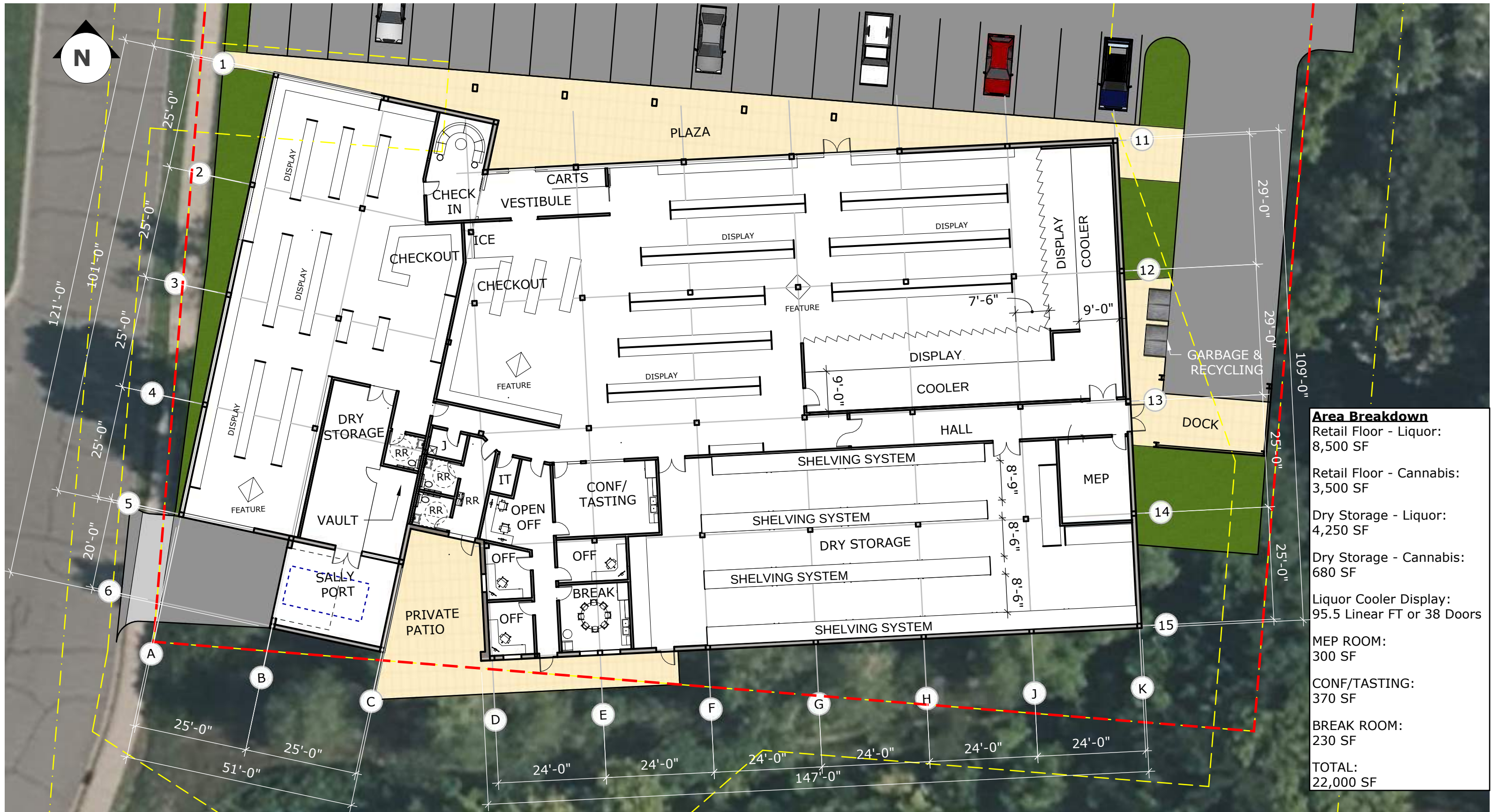
19420 181st Dr NW, Elk River, MN 55330 October 6th, 2025



a.3

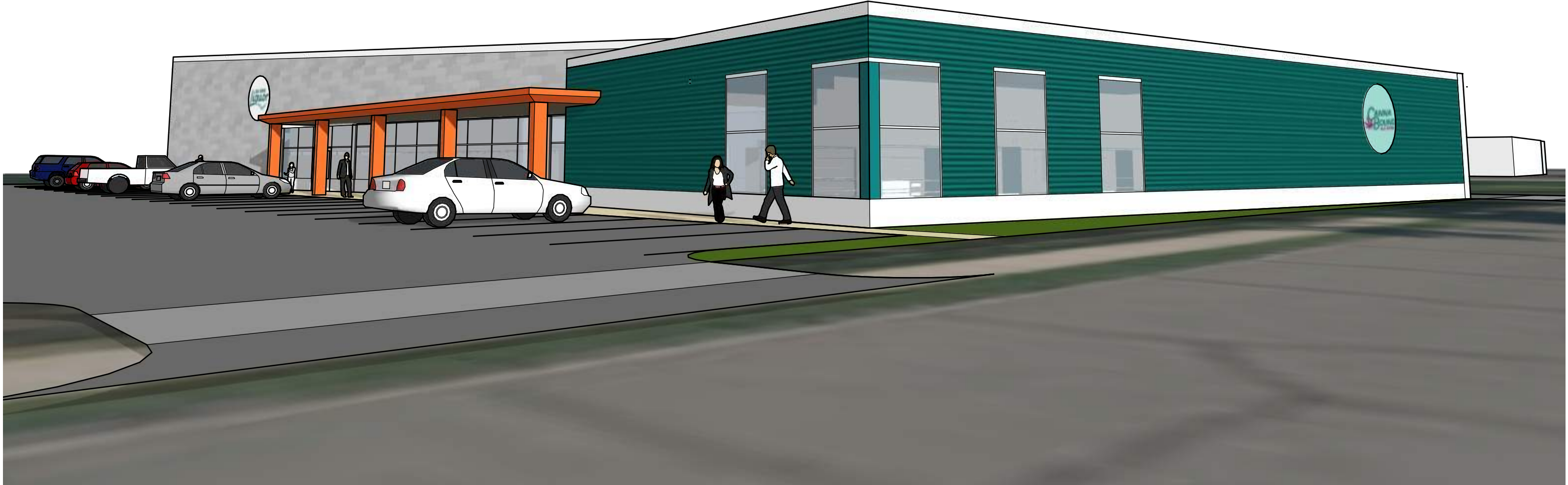
Site Plan







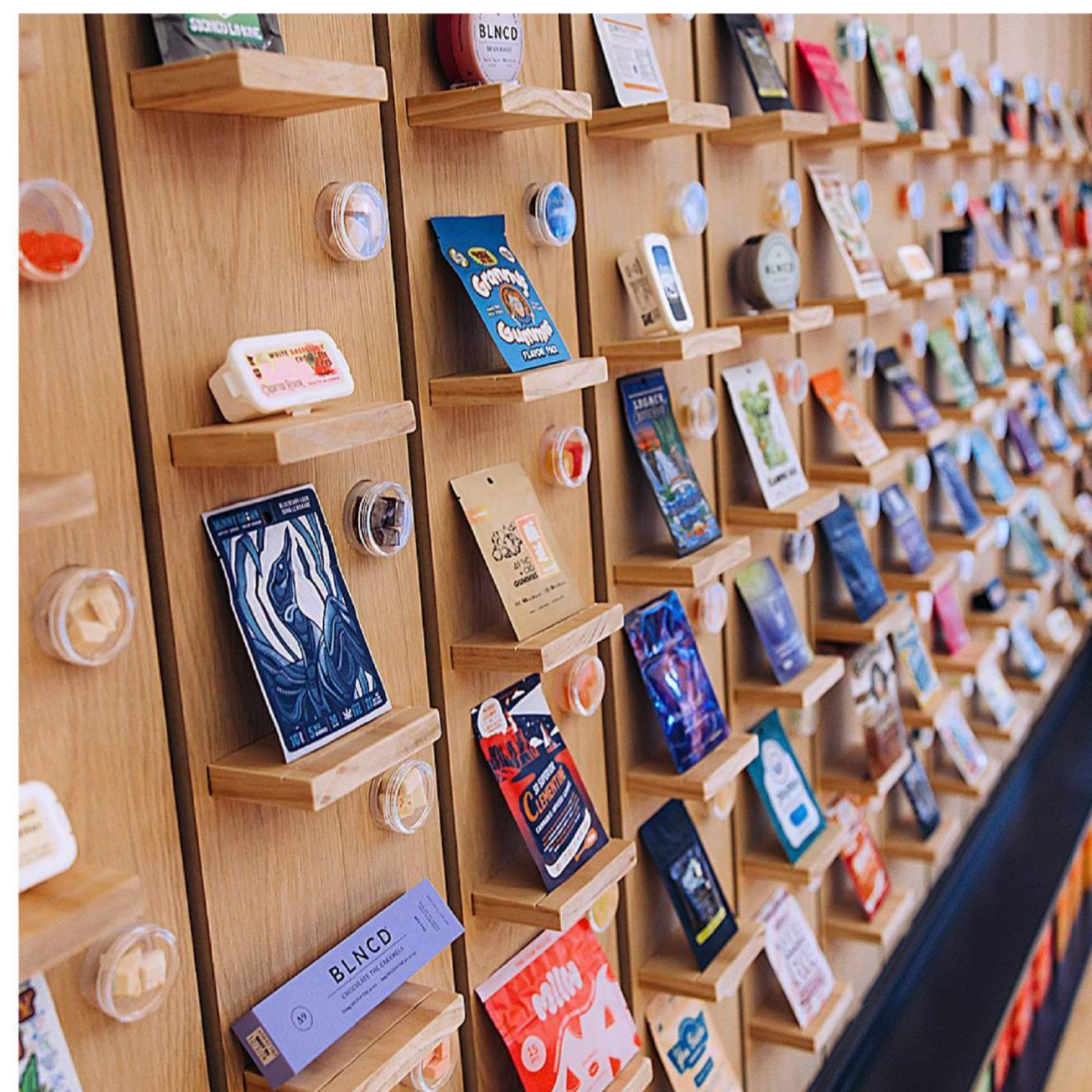
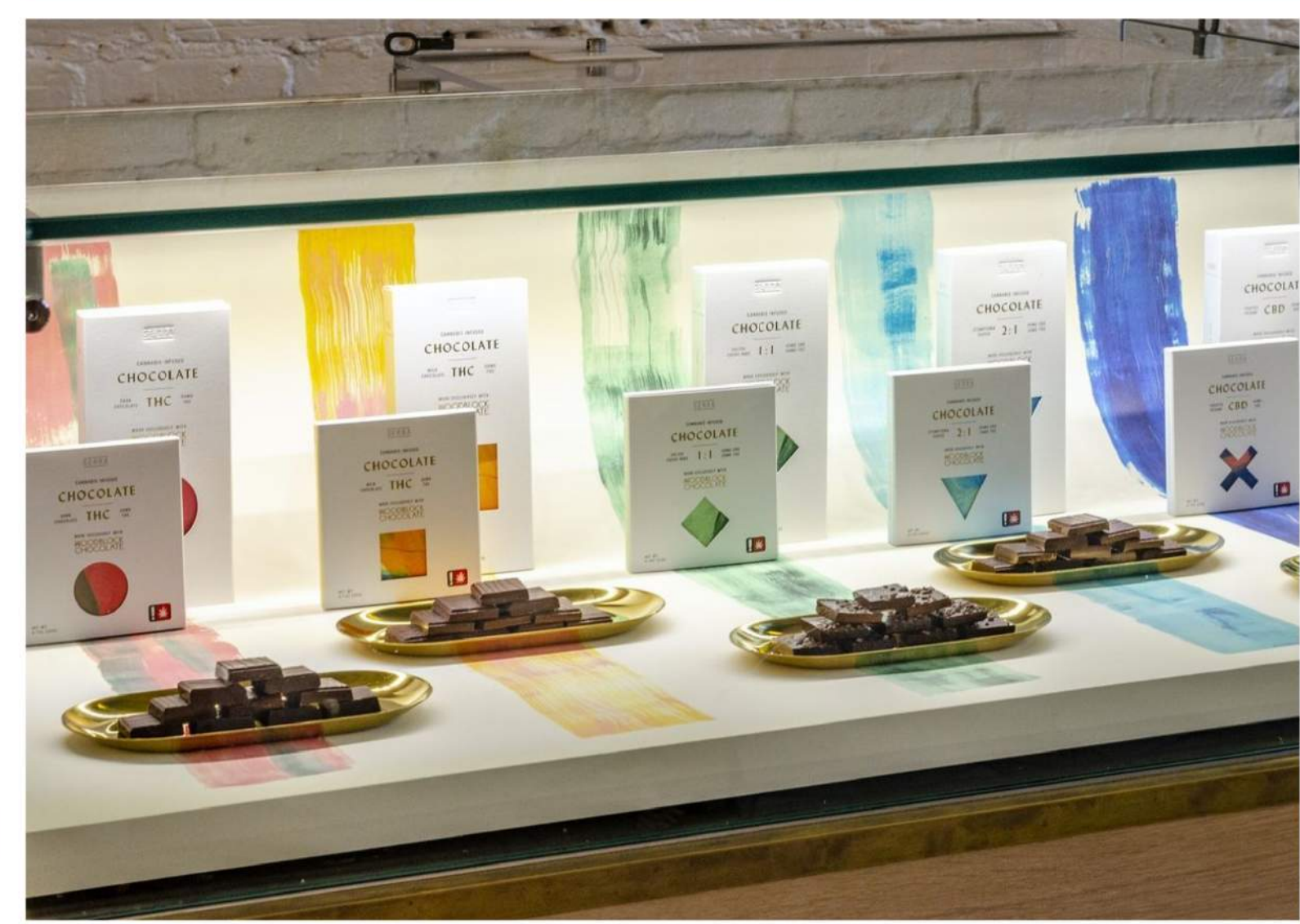
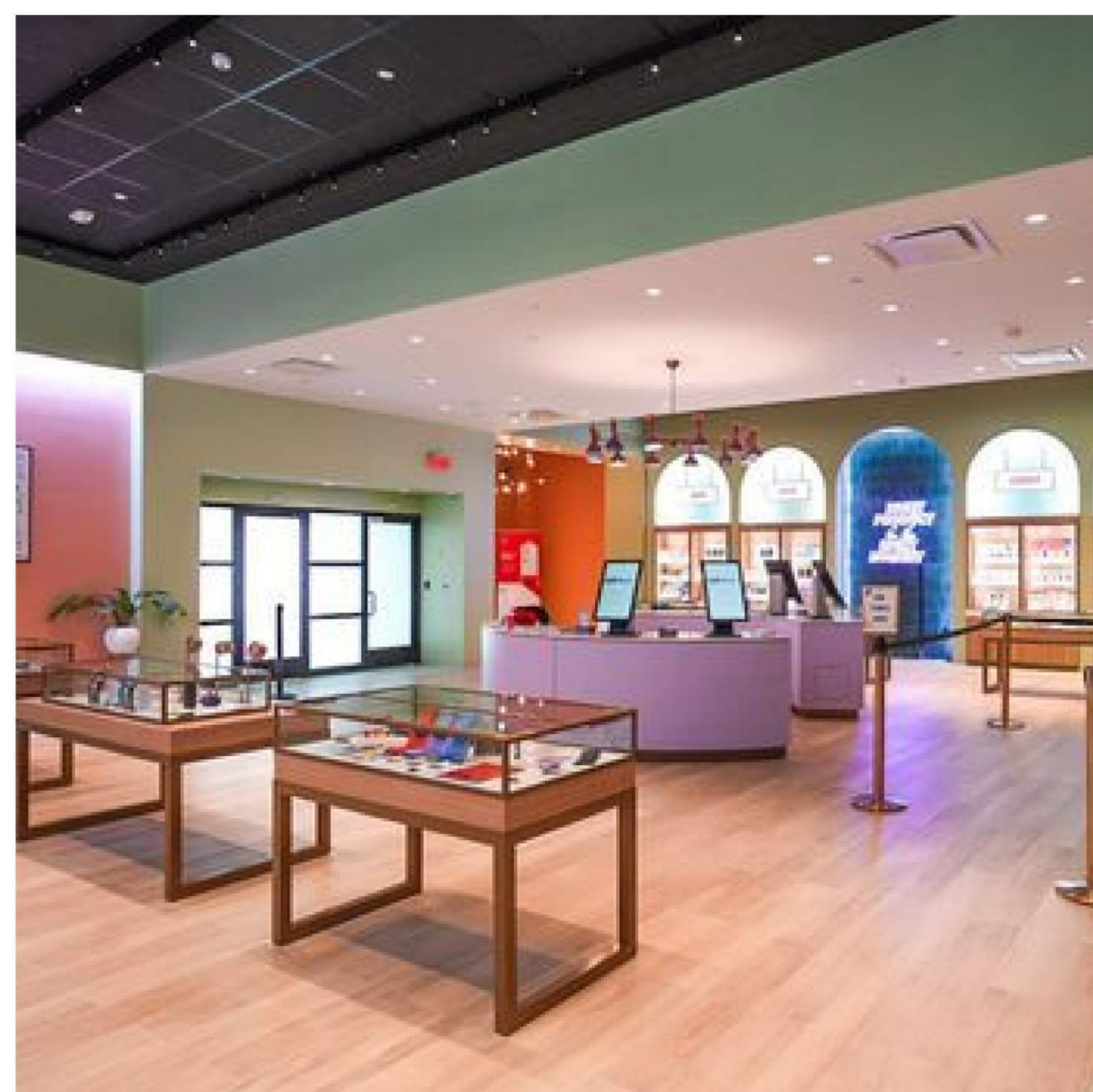
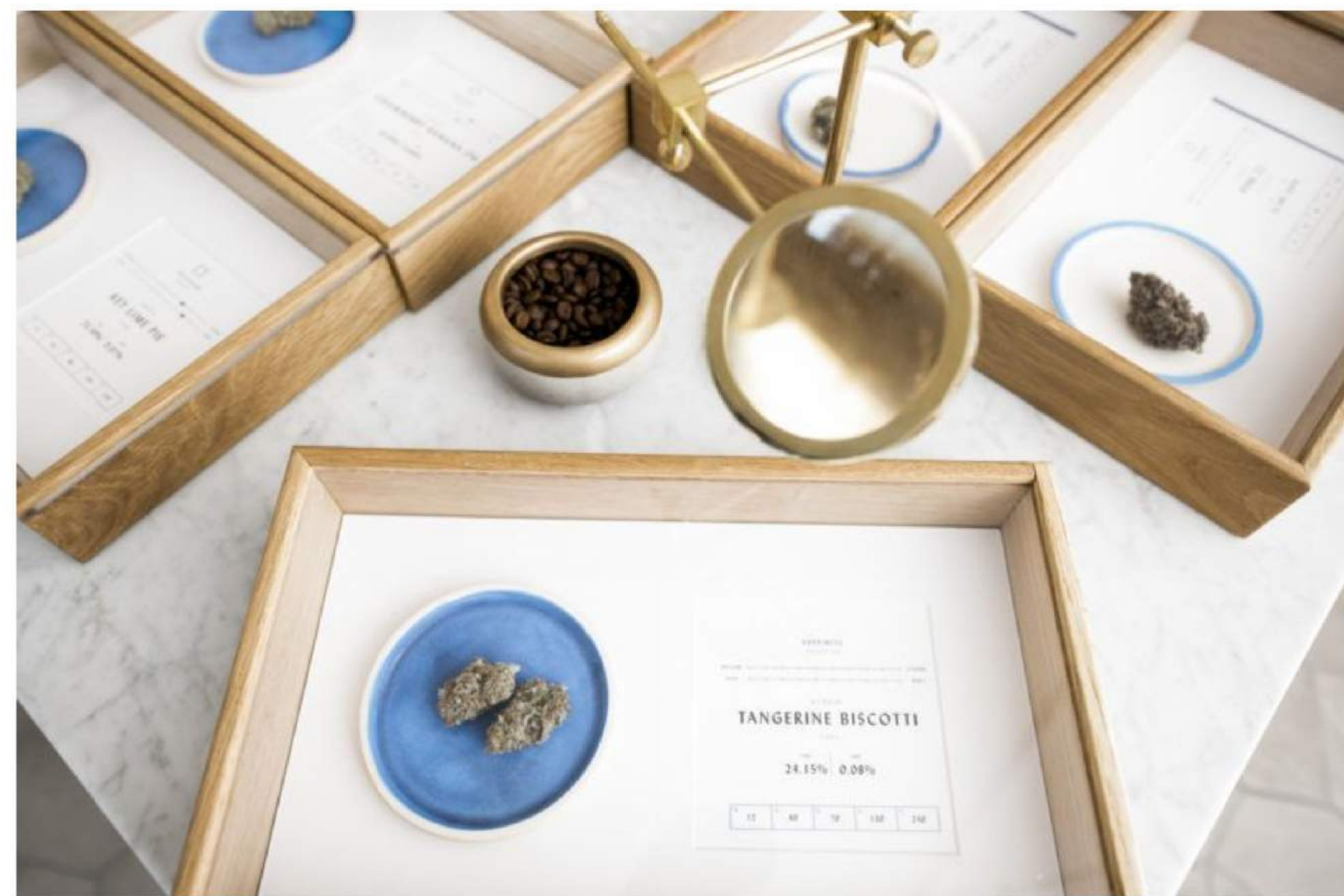
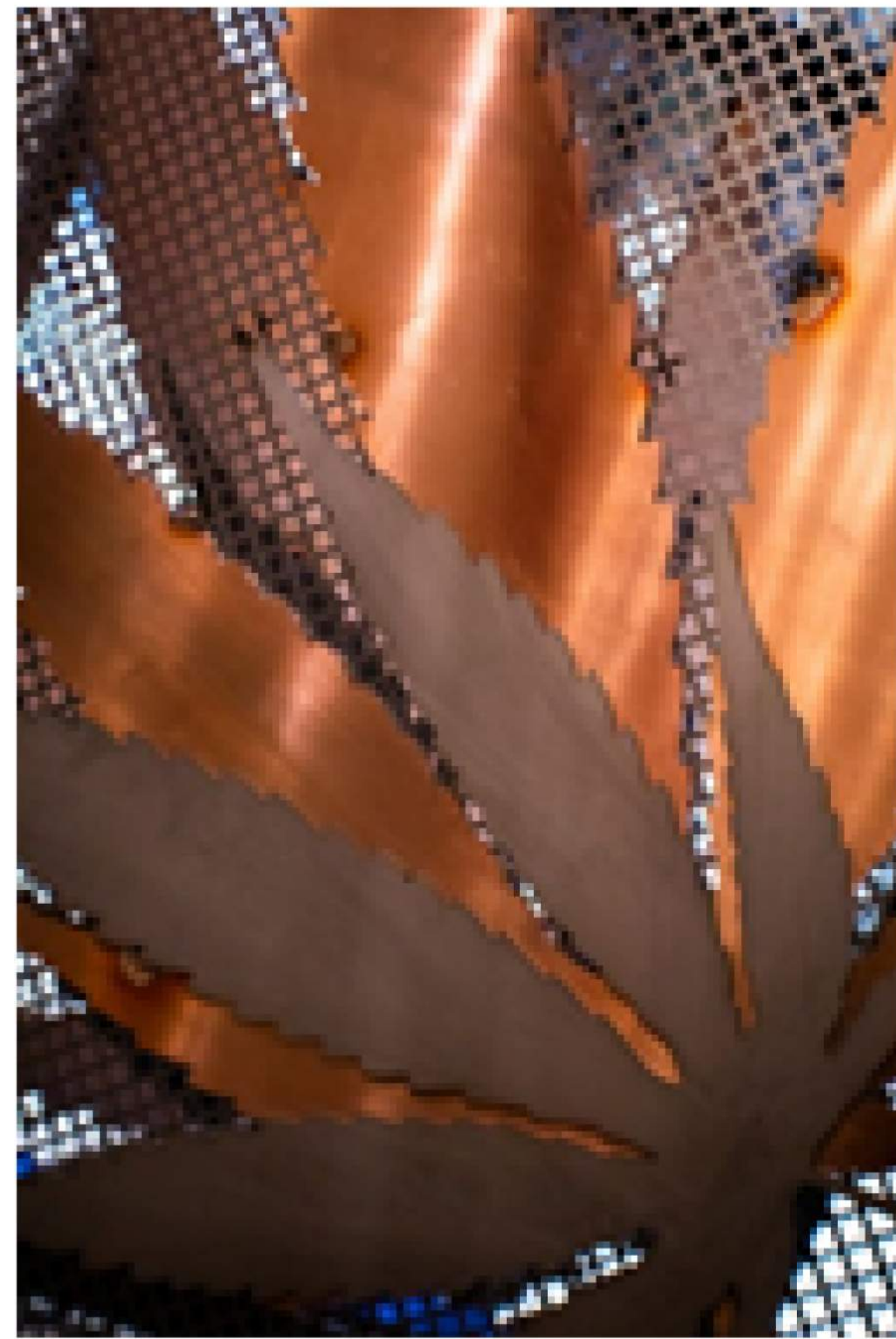




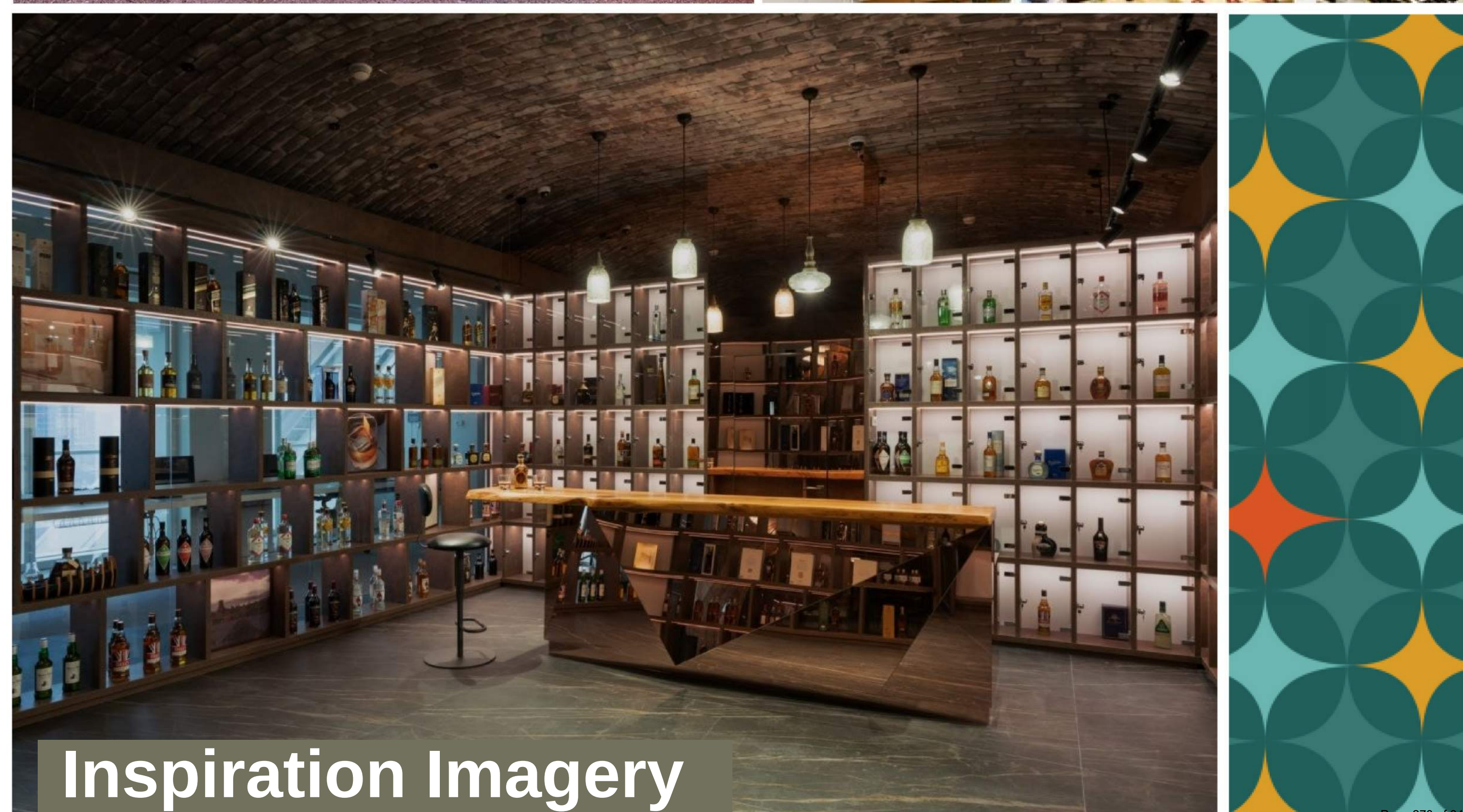
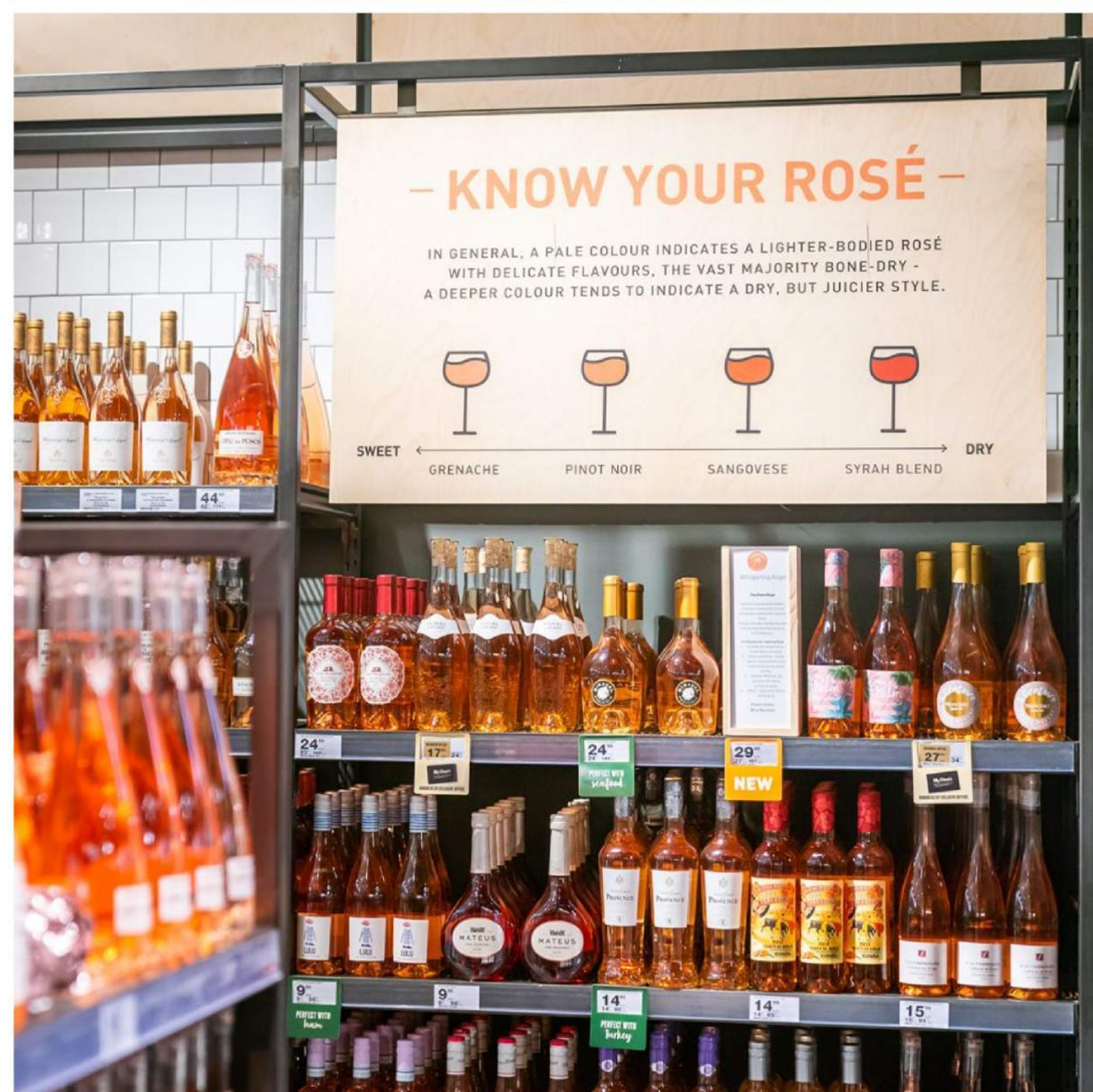
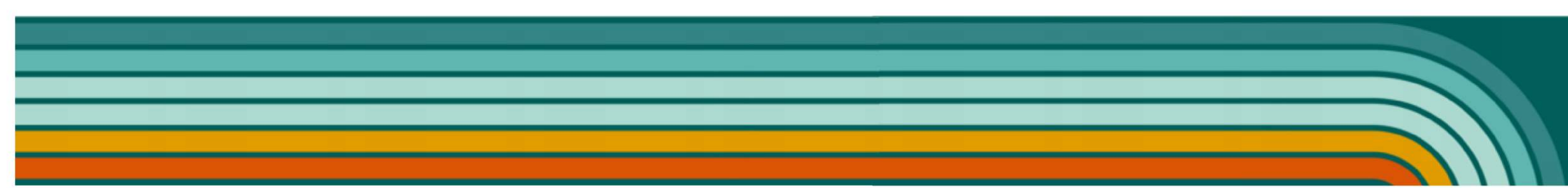




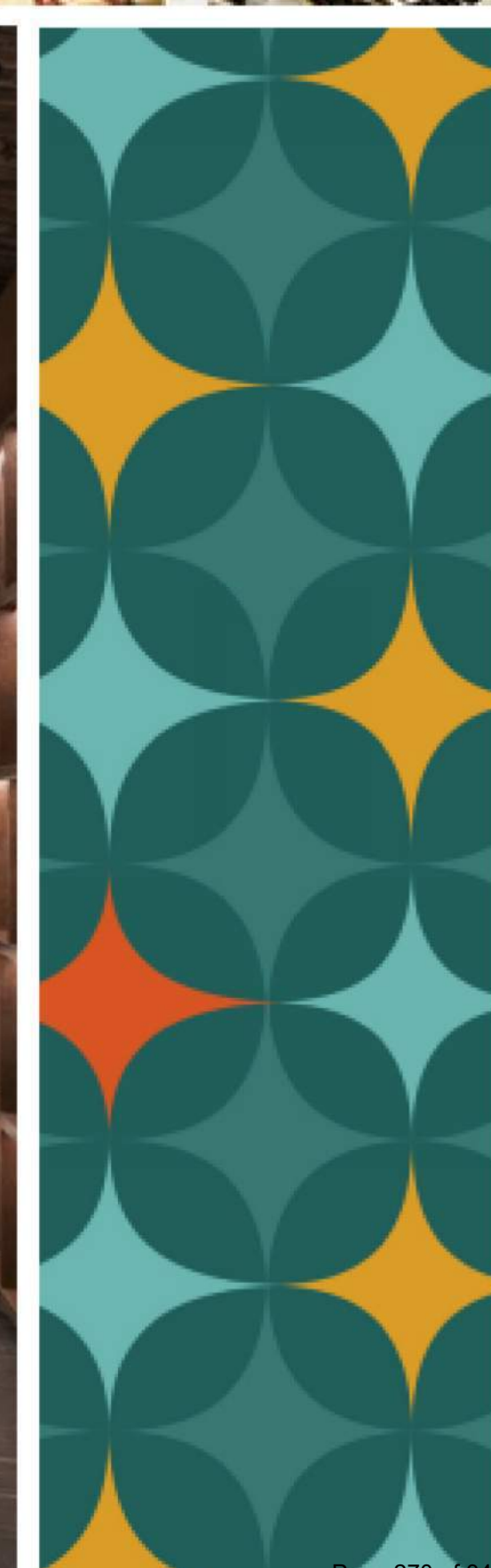




Inspiration Imagery



Inspiration Imagery



Elk River - Northbound/Cannabound
19420 181st Dr NW
Elk River, MN

City of Elk River - Northbound | Cannabond

Preliminary Project Schedule

LSE Architects - 10/02/2025

[illegible]



Request for Action

To
City Council

Item Number
11.4

Meeting Date
October 6, 2025

Prepared By
Jeff Shelby, Recreation Manager

Item Description
2025 Elk RiverFest Recap and Plans for 2026

Reviewed by
Jeff Shelby
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Staff will provide a recap of Elk RiverFest 2025 and discuss plans for next year.

Background/Discussion

Elk RiverFest moved in its entirety to Orono Park for the first time in 2025. The daytime events (vendor and community fair, family activities, food trucks) were largely the same as in years past, but the evening portion of the event was changed to include a free concert and paid alcoholic beverages provided by The Overlook (FT Center) catering services. Attendance was robust during the day, but declined for the evening portion, despite positive feedback from those who attended in the evening.

Financial Impact

The 2026 budget for Elk RiverFest:

Revenue:

- Sponsorships: \$10,000
- Vendor Fees: \$5,000

Expenses:

- Special Event Costs (Event marketing, tent/table/chair rentals, concert/show performers, etc.): \$20,000
- 2025 actual was \$17,000

Mission/Policy/Goal

Opportunity to live, work, and play.

Attachments

None

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Request for Action

To
City Council

Item Number
11.5

Meeting Date
October 6, 2025

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Wastewater and Stormwater Rate Analysis

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Review and discuss findings of the rate analysis and provide staff direction.

Background/Discussion
Our rate study partner has completed their analysis of the sanitary sewer and stormwater rates and will be in attendance to review the results. This study suggests appropriate user rates for 2026.

Financial Impact
N/A

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

Attachments
1. Elk River MN - WW & SW Analysis - Final

The Elk River Vision

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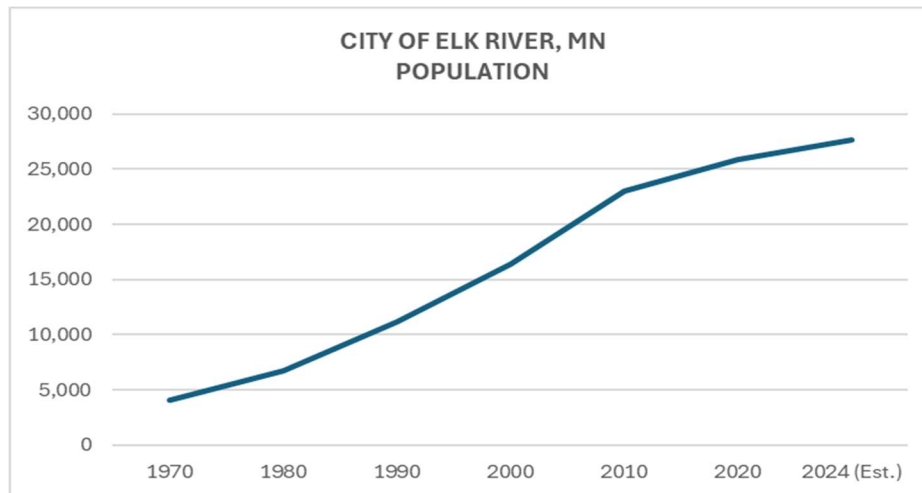
WASTEWATER and STORM WATER SYSTEMS Rate Analyses and Recommendations

September 10, 2025



Background

The City of Elk River (the “City”) is thriving and growing community located in Sherburne County, approximately halfway between St. Cloud and Minneapolis. As of the 2020 U.S. Census, the City had a population of 25,835 people, 9,474 housing units and a median income of \$99,457. The estimated population for 2024 is 27,606. The City grew dramatically up until about 2010 .



The City operates and maintains utility systems for its residents, which are managed by the City’s Public Works Director, Justin Femrite, along with a small staff, and supported by the City’s Finance Director. AMKO Bond Services (“AMKO”) was contracted by the City to perform a financial analysis of the Wastewater and Storm Water Systems with emphasis on determining appropriate rates necessary to continue to operate the systems efficiently and effectively, and to cover several projects that are necessary to rectify existing issues and/or upgrade/improve the systems for several years to come.

It was a pleasure working with Justin and others with whom we interacted. The analyses will show excellent financial management, but a point to make early on is how engaged and even excited the Public Works team is with respect to what they do. The team is energetic, knowledgeable, innovative and highly effective with respect to managing and maintaining the systems. They are even nationally recognized for making their work interesting and easy to understand for the community and their peers.

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Approach to Analysis

AMKO was asked to perform financial analyses on the Wastewater and Storm Water Systems. As a means to determining the most appropriate rates and multi-year recommendations, AMKO took the following steps:

1. **Initial kick-off meeting with Public Works Director.** The purpose of this meeting was to ensure AMKO was working on the most important issues within the systems and that the protocols being followed would meet the needs of the City. A high-level overview of the systems occurred during this meeting, along with discussion of the system management, the current state of each system and a variety of projects necessary to rectify existing problems and improve the system, all designed to ensure efficient and effective performance for 10 to 20 years into the future.
2. **Capital Improvement Plan Review.** AMKO reviewed the City's published Capital Improvement Plan, then verified that past expenditures occurred, along with the likelihood of the future projected expenditures in order to effectively incorporate them into the financial analysis.
3. **Debt Service Coverage.** The Storm Water System has no debt at this time, and one debt is outstanding for the Wastewater System. The details of that outstanding Bond were reviewed and utilized for debt service coverage analysis.
4. **Financial Analysis.** AMKO obtained a myriad of information with respect to existing customers for each system, current rates and financial results for the last several years. Key focal points are the overall financial performance/efficiency of each system, growth needs, maintenance needs and debt service coverage.
5. **Rate Recommendations.** Using the financial information from the analysis, AMKO created a recommendation for rate modifications, which could be planned through 2030. ***The recommendations provided are strictly financial in nature. The City will have to make the final determination as to whether or not to invoke the rate increases presented.***

[Remainder of page intentionally left blank]

The Wastewater System

To begin the analysis of the City's Wastewater System (the "System"), the last three years of audited financial statements, along with the 2025 Budget and the Capital Improvement Plan to show historic trends. We then used the historic changes to project financials to 2030. We also looked at customer and usage changes in order to determine if/how these should factor into rate-setting.

Accounts and Usage:

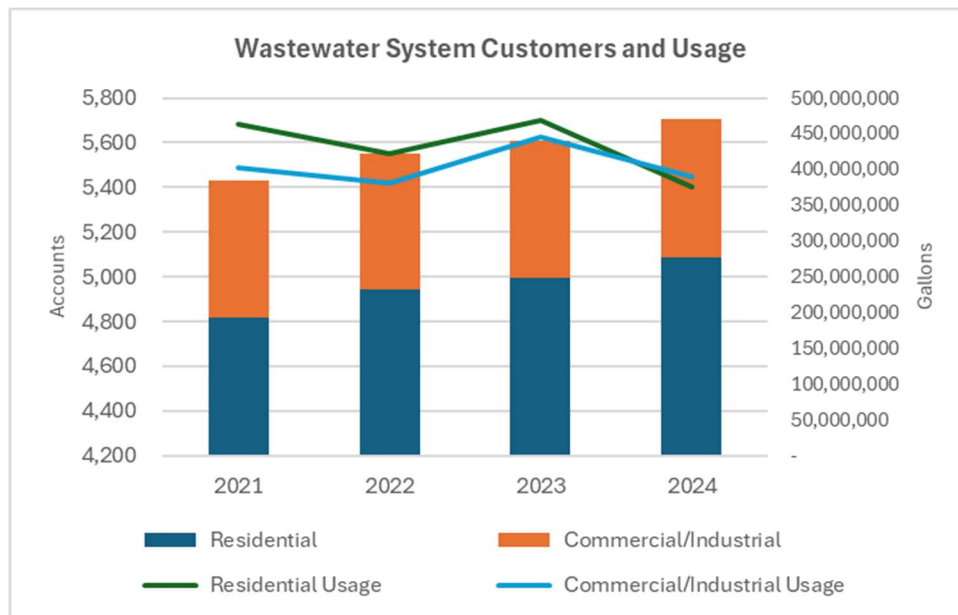
The System supports approximately 5,700 accounts, with usage of approximately 766 million gallons. The following table. These metrics have been relatively stable since 2021 as shown in the tables below.

Customers

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Residential	4,819	4,942	4,996	5,087
Commercial/Industrial	<u>611</u>	<u>609</u>	<u>615</u>	<u>621</u>
Total	5,430	5,551	5,611	5,708
% Change		2.23%	1.08%	1.73%

Usage (Gallons)

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Residential	463,784,000	422,914,000	468,986,000	376,299,000
Commercial/Industrial	<u>403,425,000</u>	<u>381,746,000</u>	<u>446,238,000</u>	<u>389,825,000</u>
Total	867,209,000	804,660,000	915,224,000	766,124,000
		-7.21%	13.74%	-16.29%



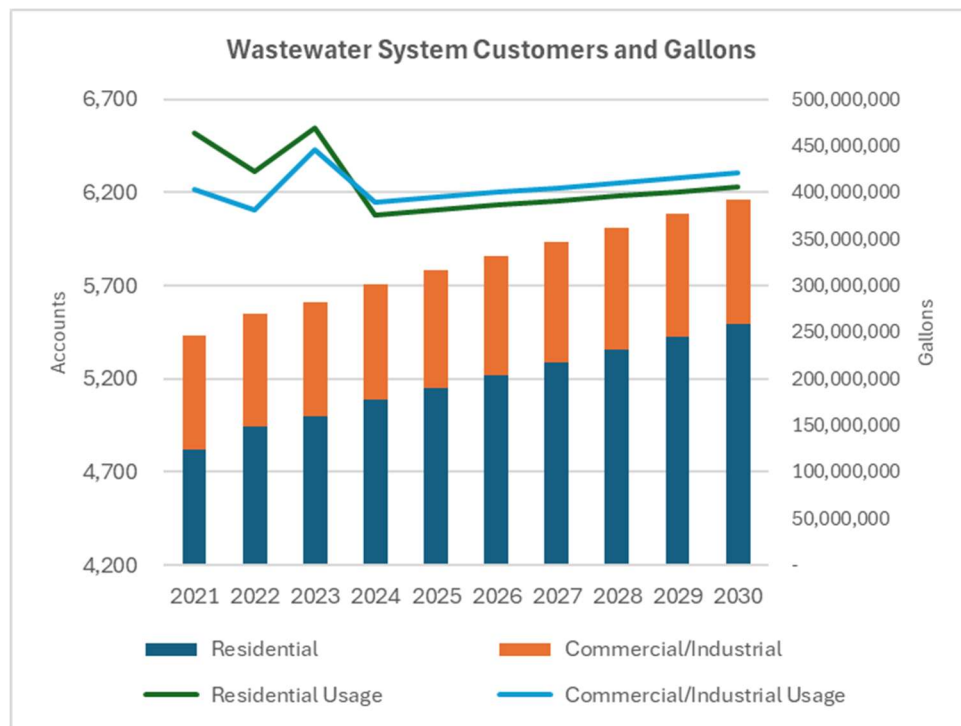
While growth is relatively small (usage has actually become more efficient), we used the last few years to project the growth through 2030, as shown below. We used the gallons used per account for 2024 to project 2025 through 2030 usage.

Customers

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Residential	4,819	4,942	4,996	5,087	5,175	5,264	5,355	5,448	5,542	5,638
Commercial/Industrial	<u>611</u>	<u>609</u>	<u>615</u>	<u>621</u>	<u>632</u>	<u>643</u>	<u>654</u>	<u>665</u>	<u>677</u>	<u>688</u>
Total	5,430	5,551	5,611	5,708	5,807	5,907	6,009	6,113	6,219	6,326
% Change		2.23%	1.08%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%	1.73%

Usage (Gallons)

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Residential Usage	463,784,000	422,914,000	468,986,000	376,299,000	381,129,666	386,022,344	390,977,831	395,996,934	401,080,468	406,229,261
Commercial/Industrial Usage	<u>403,425,000</u>	<u>381,746,000</u>	<u>446,238,000</u>	<u>389,825,000</u>	<u>394,829,303</u>	<u>399,897,848</u>	<u>405,031,459</u>	<u>410,230,972</u>	<u>415,497,233</u>	<u>420,831,099</u>
Total	867,209,000	804,660,000	915,224,000	766,124,000	775,958,969	785,920,192	796,009,291	806,227,906	816,577,701	827,060,360



Overall, the System is growing at a modest rate of just over 1.5% and, in and of itself, does not create a strong need for rate changes, especially given the potential for improved usage efficiency as seen in 2024.

Financial Analysis:

For the financial analysis, AMKO used the 2022 through 2024 audited financial statements, along with the City's Capital Improvement Plan to show historic financial results, then used those to project results to 2030. Key metrics utilize Operating Revenues and Operating Expenses (less Depreciation). The audited financial statements show Connection Fees as non-operating income, which is typical, but in discussing this with the Public Works and Finance Directors, those fees are utilized for operating the System and making debt service payments and thus they are included in the Operating Expenses. Operating Ratios will be shown with and without the Connection Fees.

The following table shows the project expenditures, as shown in the City's Capital Improvement Plan, which were modified after discussions with the Public Works Director based upon current information.

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
WW-06 Pickup Truck	\$ 65,000	\$ -	\$ -	\$ -	\$ -
WW-06 Jet Truck	-	-	325,000	-	-
WW-12 Sewer Camera Trailer Replacement	200,000	-	-	-	-
WW-19 Wastewater Lift Station Improvements	55,000	55,000	55,000	55,000	-
WW-23 Wastewater - Urban Services Expansion	-	-	-	1,500,000	-
WW-30 Grit Classifier Replacement	150,000	-	-	-	-
WW-31 Head of Plant Splitter Structure	-	1,500,000	-	-	-
WW-32 UV Building Modification	-	-	1,800,000	-	-
WW-33 CR 44 Sewer Replacement	-	250,000	-	-	-
Total Wastewater Capital	\$ 470,000	\$ 1,805,000	\$ 2,180,000	\$ 1,555,000	\$ -

Project WW-23 (Urban Services Expansion) has changed significantly after the CIP was last updated. It was originally listed as an expense of over \$28 million, but has been modified to \$1.5 million. In addition, WW-33 (Sewer Replacement) was originally projected in the CIP to occur in 2025, but that has been moved to 2026.

The Capital Improvement Plan expenditures have been, and are expected to be, included in operating expenses, but to keep them clear, we show them as a separate line item for the financial analysis.

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<u>Sanitary Sewer System</u>	<u>Actual</u> <u>2022</u>	<u>Actual</u> <u>2023</u>	<u>Actual</u> <u>2024</u>	<u>Budget</u> <u>2025</u>	<u>2026</u>	<<<<Projected>>>>			
						<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Operating Revenues									
User Charges	\$ 2,441,729	\$ 2,581,293	\$ 2,782,896	\$ 2,745,000	\$ 2,830,235	\$ 2,918,116	\$ 3,008,726	\$ 3,102,149	\$ 3,198,474
Delinquent Collections	1,496	1,735	2,946	-	2,059	1,560	982	686	1,206
Other	<u>190,507</u>	<u>191,049</u>	<u>175,931</u>	<u>196,500</u>	<u>198,045</u>	<u>199,603</u>	<u>201,173</u>	<u>202,755</u>	<u>204,349</u>
Total Operating Revenues	2,633,732	2,774,077	2,961,773	2,941,500	3,030,339	3,119,279	3,210,880	3,305,590	3,404,029
Operating Expenses									
Personnel Services	816,750	827,512	808,186	901,300	924,626	948,555	973,104	998,288	1,024,123
Materials and Supplies	298,554	307,724	249,755	334,900	345,093	355,596	366,418	377,570	389,061
Other Services & Charges	895,045	906,050	1,206,116	1,007,350	1,038,949	1,071,539	1,105,152	1,139,819	1,175,573
Depreciation/Amortization	1,641,444	1,710,941	1,708,674	1,710,000	1,727,855	1,745,896	1,764,126	1,782,546	1,801,158
Equipment	-	134,413	477,951	343,000	318,455	328,008	337,849	347,984	358,424
Additional Capital Improvement Plan Expense	-	-	-	470,000	1,805,000	2,180,000	1,555,000	1,846,667	1,860,556
Total Operating Expenses	<u>3,651,793</u>	<u>3,886,640</u>	<u>4,450,682</u>	<u>4,766,550</u>	<u>6,159,977</u>	<u>6,629,594</u>	<u>6,101,648</u>	<u>6,492,873</u>	<u>6,608,895</u>
Net Operating Revenue/(Expense)	(1,018,061)	(1,112,563)	(1,488,909)	(1,825,050)	(3,129,638)	(3,510,315)	(2,890,768)	(3,187,283)	(3,204,866)
Connection Fees Used for Operating	<u>1,789,641</u>	<u>840,480</u>	<u>831,976</u>	<u>1,154,032</u>	<u>1,188,653</u>	<u>1,224,313</u>	<u>1,261,042</u>	<u>1,298,874</u>	<u>1,337,840</u>
Total Available Net Revenue/(Expense)	<u>771,580</u>	<u>(272,083)</u>	<u>(656,933)</u>	<u>(671,018)</u>	<u>(1,940,985)</u>	<u>(2,286,002)</u>	<u>(1,629,725)</u>	<u>(1,888,409)</u>	<u>(1,867,026)</u>
Net Operating Income Excl. Depreciation	<u>\$ 623,383</u>	<u>\$ 598,378</u>	<u>\$ 219,765</u>	<u>\$ (115,050)</u>	<u>\$ (1,401,783)</u>	<u>\$ (1,764,419)</u>	<u>\$ (1,126,642)</u>	<u>\$ (1,404,737)</u>	<u>\$ (1,403,708)</u>
Net Available Income Excl. Depreciation	<u>\$ 2,413,024</u>	<u>\$ 1,438,858</u>	<u>\$ 1,051,741</u>	<u>\$ 1,038,982</u>	<u>\$ (213,130)</u>	<u>\$ (540,106)</u>	<u>\$ 134,400</u>	<u>\$ (105,863)</u>	<u>\$ (65,868)</u>

Growth rates were calculated using the historical information, notably a rate of approximately 3% was used for revenue growth. Net Available Revenue and Income includes Connection Fees. Connection fees were projected using an average of 2022 through 2024, then grown by the same 3% as other revenues.

Given that maintenance and growth projects are funded via operating revenues and Connection Fees are utilized as operating revenue, the last line of the table above is the most important, assuming the City decides to move forward with the CIP projects. For 2026, the City would see a \$213,130 deficit if the projects are funded, which, importantly, includes a 3% projected growth in baseline revenue (normal growth with no increase in rates), as compared to 2025.

Another method of determining financial performance is to utilize the Operating Ratio. This ratio compares Operating Expenses (less Depreciation) to Operating Revenues.

	<u>Actual</u> <u>2022</u>	<u>Actual</u> <u>2023</u>	<u>Actual</u> <u>2024</u>	<u>Budget</u> <u>2025</u>	<u>2026</u>	<<<<Projected>>>>			
						<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Including Connection Fees	0.45	0.60	0.72	0.75	1.05	1.12	0.97	1.02	1.01
Excluding Connection Fees	0.76	0.78	0.93	1.04	1.46	1.57	1.35	1.42	1.41
Including Connection Fees, Excluding CIP Exp.	0.45	0.60	0.72	0.63	0.62	0.62	0.62	0.62	0.62
Excluding Connection Fees and CIP Expenses	0.76	0.78	0.93	0.88	0.87	0.87	0.87	0.87	0.87

The top two lines of the table above include the CIP project expenditures as operating expenses. Strong utilities tend to operate between 0.50 and 0.90 with respect to the Operating Ratio. Historical performance indicates that the Wastewater System has operated in this range, while the future projections show the ratios under pressure, especially with respect to the CIP projects.

Debt Service Coverage:

As previously mentioned, the Wastewater System carries only one debt (Taxable General Obligation Sewer Revenue Refunding Bonds, Series 2020C). A review of the Bond Issue's Official Statement provides for the following important dynamics with respect to this analysis.

1. The maximum annual debt service for the bond issue is \$615,285, which is the value typically used for debt service coverage calculations
2. Covenants published in the Official Statement indicate that the System will maintain a minimum debt service coverage ratio of 1.05x. This means that Net Operating Income (Operating Revenues less Operating Expenses) must be at least 1.05 times the amount of the maximum annual debt service.
3. As published in the Official Statement and paraphrased here, the City's Resolution awarding the sales of the 2020C Bonds, the City will covenant to impose and collect charges for the service, use, availability and connection to the sewer utility. This is important, as it justifies utilizing Connection Fees in the debt service coverage analysis, even though they are not operating revenues in the City's audited financial statements.

Debt service coverage is calculated in the table below, which also compares to the minimum 1.05x coverage as shown in the 2020C Bond covenants. The current and projected revenues and expenses are the same as listed in the financial analysis previously shown.

	Actual 2022	Actual 2023	Actual 2024	Budget 2025 ⁽²⁾	<<<<Projected>>>>				
	2022	2023	2024	2025 ⁽²⁾	2026	2027	2028	2029	2030
Current Debt Service ⁽¹⁾									
GO Sewer Revenue Refunding Bonds, Series 2020C	\$ 615,285	\$ 615,285	\$ 615,285	\$ 615,285	\$ 615,285	\$ 615,285	\$ 615,285	\$ 615,285	\$ 615,285
Operating Revenue	2,633,732	2,774,077	2,961,773	2,941,500	3,030,339	3,119,279	3,210,880	3,305,590	3,404,029
Operating Expense	3,651,793	3,886,640	4,450,682	4,296,550	4,354,977	4,449,594	4,546,648	4,646,206	4,748,340
CIP Expenses	-	-	-	470,000	1,805,000	2,180,000	1,555,000	1,846,667	1,860,556
Less: Depreciation	(1,641,444)	(1,710,941)	(1,708,674)	(1,710,000)	(1,727,855)	(1,745,896)	(1,764,126)	(1,782,546)	(1,801,158)
Net Operating Expense	2,010,349	2,175,699	2,742,008	3,056,550	4,432,122	4,883,698	4,337,522	4,710,327	4,807,737
Net Operating Income	623,383	598,378	219,765	(115,050)	(1,401,783)	(1,764,419)	(1,126,642)	(1,404,737)	(1,403,708)
Connection Fees Available for Operating	1,789,641	840,480	831,976	1,154,032	1,188,653	1,224,313	1,261,042	1,298,874	1,337,840
Net Operating Income Incl. Connection Fees	\$ 2,413,024	\$ 1,438,858	\$ 1,051,741	\$ 1,038,982	\$ (213,130)	\$ (540,106)	\$ 134,400	\$ (105,863)	\$ (65,868)
Debt Service Coverage w/o Connection Fees	1.01	0.97	0.36	-0.19	-2.28	-2.87	-1.83	-2.28	-2.28
Debt Service Coverage w/ Connection Fees	3.92	2.34	1.71	1.69	-0.35	-0.88	0.22	-0.17	-0.11
Minimum Net Operating Income (1.05x)	646,049	646,049	646,049	646,049	646,049	646,049	646,049	646,049	646,049
Required Additional Revenue	-	-	-	-	859,179	1,186,156	511,649	751,913	711,917
% Revenue Increase Required	0.00%	0.00%	0.00%	0.00%	28.35%	38.03%	15.93%	22.75%	20.91%
Required Additional Revenue without CIP Expenses	-	-	-	-	-	-	-	-	-
% Revenue Increase Required without CIP Expenses	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

⁽¹⁾ Maximum annual debt service payment for all Combination Tax and Revenue Obligations.

⁽²⁾ Data comes from the City's 2025 Budget (Connection Fees are average of 2022 - 2024)

Including Connection Fees and excluding CIP expenditures, the System clearly covers the maximum annual debt service at a ratio of at least 1.05x. That said, including the CIP expenditures causes a deficit in the necessary revenues to generate a 1.05x debt service coverage ratio. In addition, the Bond Rating is Aa+ and to maintain that rating, according to Moody's, a 1.25x coverage ratio would be required. Prior years debt service coverage was significantly greater than 1.25x and, again, the CIP expenditures have the greatest impact.

Large one-time expenses, such as those related to CIP projects, can be documented, explained and thus excluded from debt service coverage ratios when they are being analyzed for rating or bond issuing purposes. As such, we recommend maintaining clear visibility for these expenses (which clearly happens today), but we do not recommend a rate increase related to debt service coverage.

Recommendations:

First, we should note that the Wastewater System is incredibly well-managed and is financially very efficient. Expected growth is relatively small and the System's team is planning for appropriate system support with projects that are reasonable and necessary. Debt is relatively small for a System of this size and debt service coverage is adequate, in lieu of the CIP project expenditures, which can be documented, explained and thus left out of the coverage ratio.

To cover reasonable inflation of operating expenses, and assuming a 3% baseline growth rate in revenues without a rate increase, to reasonably cover the CIP Project Expenditures, we recommend a 5% increase to rates, including Connection Fees, to be implemented annually from 2026 through 2030. This could change with other dynamics such as new maintenance needs and should be assessed annually.

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Operating Revenue	2,633,732	2,774,077	2,961,773	2,941,500	3,181,856	3,275,243	3,371,424	3,470,870	3,574,231
Connection Fees	<u>1,789,641</u>	<u>840,480</u>	<u>831,976</u>	<u>1,154,032</u>	<u>1,248,086</u>	<u>1,285,529</u>	<u>1,324,094</u>	<u>1,363,817</u>	<u>1,404,732</u>
Total Revenue for Ops	4,423,373	3,614,557	3,793,749	4,095,532	4,429,942	4,560,771	4,695,519	4,834,687	4,978,963
Net Operating Expense	2,010,349	2,175,699	2,742,008	2,586,550	2,627,122	2,703,698	2,782,522	2,863,661	2,947,182
CIP Project Expenses	-	-	-	<u>470,000</u>	<u>1,805,000</u>	<u>2,180,000</u>	<u>1,555,000</u>	<u>1,846,667</u>	<u>1,860,556</u>
Total Expenses for Ops	2,010,349	2,175,699	2,742,008	3,056,550	4,432,122	4,883,698	4,337,522	4,710,327	4,807,737
Net Operating Income	2,413,024	1,438,858	1,051,741	1,038,982	(2,180)	(322,927)	357,997	124,360	171,225
Operating Ratio	0.45	0.60	0.72	0.75	1.00	1.07	0.92	0.97	0.97

Funding large projects can always be a challenge and, as you can see from the table above, even with a 5% increase in rates and Connection Fees, there is a projected shortfall in 2027, which is because of the larger CIP project expenditures planned for 2027. The shortfall in 2027 equates to about 7% of the projected revenue, which already includes a 5% rate increase from 2026. To cover this, an additional rate increase of 7% would be required, which may put excessive stress on the City's residents. So, since the Wastewater System fund balance is over \$34 million, we recommend staying with the 5% annual rate increase, including Connection Fees, but doing an assessment of the revenues and any changes to CIP Project Expenditures near the end of 2026.

To summarize, we recommend a 5% annual increase to standard rates and Connection Fees from 2026 through 2030, with the shortfall in 2027 funded from the Wastewater System Fund. This will allow the City to maintain its exceptional performance within the utility and to fund the necessary projects without excessive stress on its residents.

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Storm Water System

The Storm Water System (the “System”) is relatively new (created in 2012) and is much smaller with respect to its community impact, than the Wastewater System. To analyze the System rates, AMKO performed a similar set of analyses, including historical and projected financials and any projected listed in the City’s Capital Improvement Plan.

Financial Analysis:

For the financial analysis, AMKO used the 2022 through 2024 audited financial statements, along with the City’s Capital Improvement Plan to show historic financial results, then used those to project results to 2030. Key metrics utilize Operating Revenues and Operating Expenses (less Depreciation).

The following table shows the project expenditures, as shown in the City’s Capital Improvement Plan.

	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
STW-1 Stormwater Projects	\$ 250,000	\$ 200,000	\$ 300,000	\$ 300,000	\$ 300,000

The expenditures shown in the table above are incorporated into the financial analysis, but, again, shown as a separate line item.

<u>Storm Sewer System</u>	<u>Actual</u> <u>2022</u>	<u>Actual</u> <u>2023</u>	<u>Actual</u> <u>2024</u>	<u>Budget</u> <u>2025</u>	<u>2026</u>	<<<<Projected>>>>			
						<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Operating Revenues									
User Charges	\$ 608,796	\$ 633,969	\$ 674,715	\$ 675,000	\$ 693,351	\$ 712,201	\$ 731,563	\$ 751,451	\$ 771,881
Delinquent Collections	305	212	139	-	219	219	219	219	219
Other	-	271,710	-	-	-	-	-	-	-
Total Operating Revenues	609,101	905,891	674,854	675,000	693,570	712,419	731,781	751,670	772,099
Operating Expenses									
Personnel Services	-	-	-	-	-	-	-	-	-
Materials and Supplies	2,074	757	315	1,000	1,030	1,061	1,093	1,126	1,159
Other Services & Charges	182,844	485,419	64,927	302,950	352,700	410,620	478,052	556,557	647,955
Additional Capital Improvement Plan Expense	-	-	-	250,000	200,000	300,000	300,000	300,000	300,000
Depreciation/Amortization	478,502	494,793	481,076	500,000	505,616	511,295	517,038	522,845	528,718
Total Operating Expenses	663,420	980,969	546,318	1,053,950	1,059,346	1,222,976	1,296,183	1,380,528	1,477,832
Net Operating Income (Expense)	\$ (54,319)	\$ (75,078)	\$ 128,536	\$ (378,950)	\$ (365,777)	\$ (510,557)	\$ (564,401)	\$ (628,858)	\$ (705,733)
Net Operating Income Less Depreciation	\$ 424,183	\$ 419,715	\$ 609,612	\$ 121,050	\$ 139,839	\$ 738	\$ (47,363)	\$ (106,013)	\$ (177,015)

Growth rates were calculated using the historical information, notably a rate of approximately 2.7% was used for revenue growth. The table above shows that, with 2.7% revenue growth for 2026, the net operating income still supports operating revenues, even when including the CIP project expenditures.

	<u>Actual</u> <u>2022</u>	<u>Actual</u> <u>2023</u>	<u>Actual</u> <u>2024</u>	<u>Budget</u> <u>2025</u>	<u>2026</u>	<<<<Projected>>>>			
						<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Including CIP Expenses	0.30	0.54	0.10	0.82	0.80	1.00	1.06	1.14	1.23
Excluding CIP Expenses	0.30	0.54	0.10	0.45	0.51	0.58	0.65	0.74	0.84

The System’s historical operating ratio has been extremely low and would continue to be well within the “strong utility” category, with 2.7% revenue growth and excluding the CIP project expenditures. Again, the CIP project expenditures do put pressure on these financial results, but even with them, in 2026, the ratio is projected at 0.80 and still quite strong.

The Storm Water System's fund balance is just over \$1 million, so there is significantly less margin available should any unforeseen maintenance requirements occur and/or as CIP projects are completed and funded through that fund.

Recommendation:

Based primarily upon the funding needs for CIP project expenditures, and assuming the baseline growth rate of 2.7% (previously mentioned), we recommend a 3% increase in rates, annually, beginning in 2026. The table below shows the projections with a 3% rate increase from 2026 through 2030.

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Operating Revenue	609,101	905,891	674,854	675,000	714,377	733,792	753,735	774,220	795,262
Net Operating Expense	184,918	486,176	65,242	303,950	353,730	411,681	479,145	557,683	649,114
CIP Project Expenses	-	-	-	250,000	200,000	300,000	300,000	300,000	300,000
Total Expenses for Ops	184,918	486,176	65,242	553,950	553,730	711,681	779,145	857,683	949,114
Net Operating Income	424,183	419,715	609,612	121,050	160,646	22,111	(25,410)	(83,463)	(153,852)
Operating Ratio	0.30	0.54	0.10	0.82	0.78	0.97	1.03	1.11	1.19

As the table shows, all else being equal, the CIP project expenditures will still add pressure to the financials in 2028 and beyond, which is typical of capital improvements. However, the rate increases in 2026 and 2027 will add to the System's fund balance, which should easily cover the 2028 shortfall. An annual assessment of revenues and expenses is also recommended to ensure that performance is optimized and the necessary projects can be completed and funded as expected. An additional increase for 2028 (estimated 3% additional) may be warranted if actual performance meets the projections as presented.

Summary

AMKO is thankful for the opportunity to perform the Wastewater and Storm Water System rate analyses for the. The cooperation we received from everyone we with whom we worked at the City was exemplary and truly appreciated. I again would like to note the incredible knowledge and enthusiasm I experience within the Public Works team was exemplary, as is the strong financial management. Without the Capital Improvement Plan project needs, we see only "inflation-related" increases as necessary and even with the CIP projects, the Public Works Department has effectively positioned its income statement to cover those projects with only minor adjustments to rates needed. In addition, debt has been kept to a minimum, which is not typical of Systems the size of Elk River's Wastewater System, which also demonstrates financial management strength.

We hope that the analysis provides sufficient information to make the necessary rate increase decisions. Our analysis was strictly numerically based, with the community experienced factored in to a small degree. Should the City decide to implement our recommendations for rate increases, we hope this analysis helps gain community support, which we realize can be difficult.

We stand ready to address questions and/or concerns related to the current and any future analyses, and it would be our pleasure to continue to work with the City to reanalyze and address other mechanisms for project funding, as necessary and appropriate.

Analysis and Recommendations Provided by:
AMKO Bond Services
Mark Deraney, President
Harold Lance, Account Executive



Request for Action

To
City Council

Item Number
11.6

Meeting Date
October 6, 2025

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Northeast Sewer and Water Extension Sub Area Study

Reviewed by
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Discuss findings of the study.

Background/Discussion

Our study partner from AE2S will be in attendance to review the results of the attached memorandum and further explain the level and size of development that can be accommodated in the revised Northeast sewer and water service area, with some modifications to our existing trunk sewer system.

This study was done at the request of an interested developer and the direction of the Council to consider a smaller footprint to accommodate partial development of the full Northeast Area with our existing trunk infrastructure, versus entertaining the costs of all new trunk lines that were prescribed in the Northeast & Northwest Urban Service Area Study that was reviewed by the City Council in February 2023.

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow

Attachments

1. Elk River Final NE Development Area Memorandum September 2025
2. NEDA presentation Northeast Development

The Elk River Vision

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





TECHNICAL MEMORANDUM

To: Justin Femrite, PE
Public Works Director/Chief Engineer
City of Elk River

From: Ursinio Puga, PE
Jake Puffe, PE

Re: **Northeast Development Area Study**

Date: September 30, 2025

INTRODUCTION

A feasibility study was completed by the City of Elk River in 2023 that analyzed the impacts of potential expansion of the municipal utilities to serve the Northwest and Northeast Urban Expansion Areasⁱ. The study included a projection of the wastewater generation and water demand for both expansion areas as well as a recommendation of the infrastructure required to serve them. Due to the significant cost of the trunk infrastructure required to serve both expansion areas, servicing these areas as studied in 2023 was deemed unfeasible.

Interest in developing a smaller portion of the Northeast Urban Expansion Area, adjacent to the existing municipal service boundary, prompted a re-evaluation of the area's serviceability. This newly studied area is referred to as the Northeast Development Area (NEDA) and its boundary is shown in **Figure 1.1** in **Appendix A**. One of the main reasons serviceability to the Northeast Urban Expansion Area was deemed unfeasible, as studied in 2023, is that the area's large size (approximately 2,200 acres) would have required new, dedicated trunk infrastructure, resulting in a significant capital cost. By reducing the size of the service area, the goal is to accommodate the

ⁱ Northeast and Northwest Urban Service Area Expansion Study | WSB Project No. 020010-000 | January 19, 2023



proposed developments using existing trunk infrastructure as much as possible, thereby minimizing capital investment.

This technical memorandum outlines the utility infrastructure needed to serve the NEDA and summarizes the potential impacts on Elk River's existing water and sanitary sewer systems. The recommendations provided are intended for planning purposes only. A summary of the recommendations including a cost estimate for the recommended improvements is provided at the end of this memorandum.

SANITARY SEWER ANALYSIS

The sanitary sewer analysis consisted of an assessment of the following items:

- Analysis of the City's existing trunk infrastructure (lift stations and gravity sewer mains) identified to be located downstream of the NEDA to assess existing remaining (or residual) capacity;
- Projection of the wastewater flows (average and peak hour) generated by the proposed developments within the NEDA;
- Analysis of the sewer infrastructure required to serve the NEDA;
- Evaluation of the impacts of the additional wastewater generated within the NEDA into the City's existing infrastructure; and
- Planning-level cost estimate for the recommended improvements/upgrades.

The sanitary sewer analysis is summarized in subsequent sections.

Description of Existing Infrastructure

For the sanitary sewer system evaluation, this memorandum assessed the existing capacity of the City's two (2) main assets that would be impacted by expanding service into the NEDA: lift stations and trunk sewer mains. More specifically, expansion into the NEDA is expected to impact a single path of trunk sewer mains (and the lift stations that are located along those trunk mains) that would convey the wastewater generated in the NEDA directly to Elk River's wastewater treatment plant (WWTP).

Lift Stations Description

The existing lift stations located downstream of the NEDA include the River Park lift station, the Trott Brook lift station, and the Trunk Highway (TH) 169 lift station (see **Figure 1.1** in **Appendix**

A). As part of this study, drawdown tests were completed at each lift station to determine their pumping capacity. A description of each lift station can be found in **Table 1**.

Table 1: Existing Lift Station Data

Parameter	River Park	Trott Brook	TH 169
Wet Well Type	Round	Round	Square
Wet Well Quantity	1	1	2
Wet Well Geometry (ft)	7 (diameter)	10 (diameter)	8 x 8
Wet Well Depth (ft)	34	27	55
Number of Pumps	2	2	2 ⁽¹⁾
Pump 1 Capacity (gpm)	813 ⁽²⁾	1,060 ⁽²⁾	1,660 ⁽³⁾
Pump 2 Capacity (gpm)	388 ⁽²⁾	1,683 ⁽²⁾	1,660 ⁽³⁾
Firm Pumping Capacity (gpm) ⁽⁴⁾	388	1,060	1,660
Functional Pumping Capacity (gpm)	780	1,683	2,656 ⁽⁵⁾

gpm – Gallons per Minute; ft – Feet

- (1) TH 169 lift station has sufficient space to accommodate two (2) additional pumps.
- (2) Individual pump capacity based on drawdown tests completed on December 3, 2024.
- (3) Individual pump capacity based on drawdown tests completed on April 6, 2022.
- (4) Lift station's capacity with the largest pump out of service.
- (5) The Functional Pumping Capacity was estimated as 80% of the combined capacity of the two (2) pumps.

For the purposes of this study, functional lift station capacity is defined as the existing maximum operational capacity of each lift station that can be used for planning purposes. Depending on the lift station and based on operator feedback, this can be a combination of multiple pumps operating simultaneously, or the single largest pump operating individually.

Existing Lift Station Limitations

The following limitations were identified while analyzing the existing lift stations:

- River Park lift station: No specific limitations were identified in the River Park lift station. The functional capacity of the lift station is both pumps running simultaneously.
- Trott Brook lift station: The Trott Brook lift station cannot run both pumps simultaneously. According to City staff, doing so surcharges the downstream sewer system. Therefore, the functional capacity of this lift station is the largest pump operating individually.
- TH 169 lift station: TH 169 lift station's pumps modify their speed continuously using a variable frequency drive (VFD) to maintain a steady water level in the wet well. Therefore, the drawdown test data may not accurately reflect the firm and functional capacity of the

lift station. Capacities are based on a combination of drawdown test data, data from the 2023 feasibility study referenced in the first page of this memorandum, and operator feedback.

Trunk Sewer System Description

Three (3) trunk sewer sections were identified as being located downstream of the NEDA. These include the trunk sewer mains located between the NEDA and the River Park lift station (Section 1), the trunk sewer mains located between the River Park lift station and the Trott Brook lift station (Section 2), and the trunk sewer mains located between the Trott Brook lift station and the TH 169 lift station (Section 3). Additional trunk sewer mains were not studied downstream of the TH 169 lift station as this lift station pumps directly into the City's WWTP.

The conveyance capacity for each individual trunk pipe located within each trunk section was calculated using as-built data provided by the City. **Table 2** below summarizes the range of pipe diameters and capacities for each trunk section. A map of the existing trunk sewer mains indicating pipe diameters and trunk sections is shown in **Figure 1.1** in **Appendix A**.

Table 2: Existing Trunk Sewer Main Data

Parameter	NEDA to River Park	River Park to Trott Brook	Trott Brook to TH 169
Section No.	1	2	3
Smallest Pipe Diameter (inches)	12	12	12
Largest Pipe Diameter (inches)	12	12	24
Minimum Pipe Capacity (gpm) ⁽¹⁾	585	803	2,284
Maximum Pipe Capacity (gpm) ⁽¹⁾	1,687	2,171	7,856

gpm – Gallons per Minute

(1) Pipe capacities depend on the pipe diameter, installation slope, and estimated Manning's roughness coefficient.

Existing Wastewater Flow Assessment

Wastewater flow for existing residents was calculated using 2024 lift station runtime data for the three (3) lift stations located downstream of the NEDA (River Park, Trott Brook, and TH 169). A summary of these wastewater flows are depicted in **Table 3**.

Table 3: Existing Wastewater Flows

Parameter	River Park Service Area	Trott Brook Service Area	TH 169 Service Area
Average Hourly Flow (gpm)	57	130	345
Peak Hourly Flow (gpm)	251 ⁽¹⁾	710 ⁽²⁾	1,490 ⁽³⁾

gpm – Gallons per Minute

(1) Peak hourly flow calculated using conservative peaking factor of 4.4.

(2) Peak hourly flow calculated using conservative peaking factor of 4.4 applied to the area downstream of River Park LS + River Park LS Firm Pumping Capacity from **Table 1**.

(3) Peak hourly flow calculated using peaking factor of 2.0 applied to area downstream of Trott Brook LS + Trott Brook LS Firm Pumping Capacity from **Table 1**.

It is important to note that there are two (2) developments that are located within the River Park lift station service area that are not yet fully built out. These developments include Miskie Meadows (75 single family units) and Bradford Park (461 single family units). These developments will contribute wastewater to the system before the NEDA moves forward. As such, flow for these developments needs to be calculated and added to the existing wastewater flows to estimate a build out flow pre-NEDA.

The average wastewater flow generated by these developments was estimated by applying an average wastewater generation rate to each proposed single-family unit. The average residential wastewater generation rate used in this study was 124.5 gallons per day per unit (gpd/unit). This value was obtained from the previous feasibility study (*see Section 4.3 of the 2023 feasibility study*) referenced in the first page of this memorandum, and it was also used in this study to maintain consistency in the utility planning assumptions.

The wastewater flow projected for the Miskie Meadows and Bradford Park developments was added to the existing lift station runtime data to project a pre-NEDA “existing conditions” scenario. These flows are summarized in the following table.

Table 4 Projected Wastewater Flows Pre-NEDA

Parameter	River Park Service Area	Trott Brook Service Area	TH 169 Service Area
Average Hourly Flow Pre-NEDA (gpm)	100	130	345
Peak Hourly Flow Pre-NEDA (gpm)	423	710	1,490

gpm – Gallons per Minute

A hydraulic model was developed using Innovyze InfoSewer software to assess the residual capacities of each trunk sewer main and lift station downstream of the NEDA. The wastewater

flows summarized in **Table 4** (pre-NEDA projected flows) were distributed spatially within the sewer model using water billing data provided by Elk River Municipal Utilities (ERMU). Results of this analysis are summarized in the subsequent sections.

Lift Station Assessment

Residual capacities for each lift station were calculated by subtracting the projected peak hourly flows in **Table 4** (pre-NEDA flows) from the firm pumping capacities summarized in **Table 1**. Residual capacities for each lift station are summarized in **Table 5**.

Table 5: Pre-NEDA Conditions Lift Station Capacity

Parameter	River Park	Trott Brook	TH 169
Firm Pumping Capacity (gpm)	388	1,060	1,660
Functional Pumping Capacity (gpm)	780	1,683	2,656
Pre-NEDA Peak Hourly Flow (gpm) ⁽¹⁾	423	710	1,490
Residual Capacity (gpm) ⁽²⁾	-35	350	170
Residual Capacity (%) ⁽²⁾	N/A	33%	10%

gpm – Gallons per Minute

(1) Includes full buildout of Miskie Meadows and Bradford Park developments.

(2) Residual capacities were calculated using firm pumping capacity, not functional pumping capacity.

For sanitary sewer systems, lift stations are recommended to have at a minimum, a residual capacity of 10-20% with respect to the firm pumping capacity. The bulleted list below summarizes the findings of the existing conditions assessment.

- **River Park lift station:** As shown in **Table 5** under pre-NEDA flows, the River Park lift station could potentially have deficient capacity once the Miskie Meadows and Bradford Park developments are fully built out. It is important to note that the peak hourly flows were calculated using conservative peaking factors for planning purposes and therefore a peak hourly flow of 423 gpm may not be realized. Because there is still 46% residual capacity based on the Functional Pumping Capacity of River Park, no pump upsize is recommended pre-NEDA development conditions. However, it would be recommended to upsize the smallest pump for any flow in excess of the projected above. Therefore, it is recommended to replace the smallest pump (388 gpm capacity) with a 610 gpm pump before the NEDA development moves forward.
- **Trott Brook lift station:** The Trott Brook lift station has a residual capacity greater than the recommended minimum residual capacity. No deficiencies were identified.
- **TH 169 lift station:** The TH 169 lift station's residual capacity is projected to be in the low range of the recommended minimum residual capacity. However, because the TH 169 lift

station's pumps operate on VFDs, discussions with City staff, and the conservative nature of the peak hourly flow projections, the residual capacity of TH 169 under pre-NEDA conditions is considered sufficient. Upgrades to either of the TH 169 pumps are not recommended.

Trunk Sewer Main Assessment

Similar to with the lift station assessment, residual capacities for each trunk sewer main were calculated by subtracting the projected peak hourly flows from the capacities calculated using the hydraulic model. **Table 6** below summarizes the capacity limiting segments within each trunk sewer section. **Figure 1.2** in **Appendix A** depicts the residual capacities calculated for each individual trunk sewer main segment. The limiting trunk sewer segments included in **Table 6** are highlighted in **Figure 1.2** to identify their location within the sewer system.

Table 6: Existing Conditions of Trunk Sewer Main Capacity Limiting Segments

Parameter	NEDA to River Park	River Park to Trott Brook	Trott Brook to TH 169
Section No.	1	2	3
Diameter (inches)	12	12	12
Limiting Pipe Capacity (gpm)	585	803	2,284
Projected Peak Hourly Flow (gpm)	215	419 ⁽¹⁾	1,061
Residual Capacity (gpm)	370	384 ⁽¹⁾	1,223
Residual Capacity (%)	63%	48% ⁽¹⁾	54%

gpm – Gallons per Minute

(1) Based on River Park LS firm pumping capacity.

For sanitary sewer systems, trunk sewer mains are recommended to have at a minimum, a residual capacity of 20%. As shown in **Table 6** and **Figure 1.2**, all trunk sewer sections are projected to be above the 20% recommended minimum residual capacity for pre-NEDA development conditions.

It is important to note that for Section No. 2 (the trunks between River Park and Trott Brook), the available capacity was calculated based on the River Park lift station's firm pumping capacity. The lift station has two pumps: one rated at 388 gpm and another at 813 gpm. Together, the lift station's functional capacity is 780 gpm. The trunk pipe that limits flow in this section can convey up to 803 gpm, which is slightly less than the larger pump's capacity. In theory, this means the pipe is at its limit whenever the 813 gpm pump is running. In practice, however, City staff have not reported any surcharge problems when the larger pump is in operation. Looking ahead, when the City rehabilitates the lift station, consideration should be given to lowering the pumping

capacity to minimize surcharge issues. The new pump could match the recommended pump capacity of the smaller pump (610 gpm).

Future Wastewater Flow Assessment

The future wastewater flow assessment includes a projection of the wastewater flow generated within the NEDA, a recommendation of the infrastructure required to serve the NEDA, and an assessment of how additional wastewater flow from the NEDA will impact the existing infrastructure (trunk sewer and lift stations).

NEDA Wastewater Flow Projections

Wastewater flows for the NEDA were projected using the planned land uses as depicted in the City's most recent Comprehensive Plan Update, the same generation rates recommended by the 2023 feasibility study referenced in the first page of this memorandum, and an assumption that 80% of the gross developable areas would develop and contribute sewer to the system. Land uses in the NEDA include single family residential, mixed residential (platted and unplatted), neighborhood commercial, and wetland. Peak hourly flows were estimated using peaking factors obtained from the Metropolitan Council Environmental Services (MCES) Flow Variation Factors for Sewer Design as it was done in the 2023 feasibility study.

Table 7 summarizes the wastewater generation assumptions used to calculate the projected average daily wastewater flow in the NEDA based on land use type, and **Table 8** depicts the projected wastewater flow for the NEDA broken down by each land use type. **Figure 1.3** in **Appendix A** depicts planned land uses within the NEDA.

Table 7: Wastewater Generation Assumptions

Land Use Type	Density (units/acre)	Unit Flow (gpd/unit)	Acre Flow (gpd/acre)
Mixed Residential (platted)	--	124.5	--
Mixed Residential (unplatted)	2 ⁽¹⁾	124.5	249
Single Family Residential	2	124.5	249
Neighborhood Commercial	--	--	900

gpd – Gallons per Day

(1) The density was modified with respect to the 2021 Comprehensive Plan Update.

The City's 2021 Comprehensive Plan Update projected a mixed residential density of 5 units/acre for this development. Upon completing the sewer analysis for this study, developing this area with 5 units/acre would surcharge the sewer system at multiple locations resulting in significant

capital upgrades. To minimize capital upgrades, it is recommended to cap density at 2 units/acre, as noted in the table above.

Table 8: Projected NEDA Wastewater Flows

Land Use Type	Unplatted Area (acres) ⁽¹⁾	Units Platted (units)	Total Wastewater Flow (gpm)
Mixed Residential	113.2	98	28.0
Single Family Residential ⁽²⁾	39.0	0	5.4
Neighborhood Commercial	2.1	0	1.0
Total Average Flow (gpm)			30.7
Peaking Factor ⁽³⁾			4.0
Total Peak Flow (gpm)			122.7

gpm – Gallons per Minute

- (1) Only 80% of this area is assumed to be developable.
- (2) The NEDA has a total of 85.7 acres listed as single-family residential development. However, only 39.0 acres of that area is considered as part of the expected development due to the presence of wetlands.
- (3) From MCES Flow Variation Factors for Sewer Design.

NEDA Sanitary Sewer Infrastructure Recommendations

The NEDA development was divided into two (2) service areas (North and South), each served by a lift station, mainly due to the existing and proposed grade by the platted development making it difficult to serve the entire NEDA with a single lift station or by gravity. The North lift station is expected to convey wastewater by forcemain directly into the existing trunk gravity sewer that flows into the River Park lift station. The South lift station is expected to convey wastewater by forcemain into an existing 8-inch gravity sewer main that is also within the River Park lift station's service area. Beyond the proposed lift stations and forcemains, 8-inch gravity sewer can be extended to collect wastewater generated within the NEDA. **Table 9** provides a description of each lift station and **Figure 1.4** in **Appendix A** shows the layout of the recommended infrastructure.

Table 9: Proposed NEDA Lift Station Data

Characteristics	North	South ⁽¹⁾
Wet Well Type	Circular	Circular
Wet Well Quantity	1	1
Approx. Wet Well Depth (ft)	20	25
Individual Pumping Capacity (gpm)	90	70
Pump Quantity	2	2
Firm Pumping Capacity	90	70
Forcemain Diameter (inches)	4	3
Peak Hourly Flow (gpm)	71	53
Residual Capacity (gpm)	19	17
Residual Capacity (%)	21%	24%

gpm – Gallons per Minute; ft – Feet

(1) The South lift station would have to be a grinder-type pump station based on the pumping capacity.

Impacts of NEDA Flows on Existing Lift Stations

Wastewater flows generated within the NEDA will be conveyed through the River Park lift station, the Trott Brook lift station, and the TH 169 lift station. **Table 10** below provides a summary of the projected peak hourly flows through the lift stations once the NEDA area develops.

Table 10: Post-NEDA Lift Station Capacity Analysis

Parameter	River Park	Trott Brook	TH 169
Firm Pumping Capacity (gpm)	610 ⁽¹⁾	1,060	1,660
Functional Pumping Capacity (gpm)	N/A ⁽²⁾	1,683	2,656
Post-NEDA Peak Hourly Flow (gpm)	583	932 ⁽³⁾	1,490
Residual Capacity (gpm)	27	128	170
Residual Capacity (%)	5	12%	10%

gpm – Gallons per Minute

(1) Recommended to increase firm pumping capacity to 610 gpm.

(2) The future functional pumping capacity at the River Park lift station is unknown since it is recommended to increase the smaller pump.

(3) Calculated assuming that the River Park LS's firm capacity increases to 610 gpm.

(4) No residual capacity is expected to be available.

The bulleted list below summarizes the findings of the post-NEDA conditions assessment.

- River Park lift station: As shown in **Table 10**, the River Park lift station will have deficient capacity post-NEDA development if its firm pumping capacity were not increased. As recommended previously in this memorandum, prior to the NEDA development moving

forward, the smallest pump should be replaced with a 610 gpm pump. Increasing the pump capacity higher than 610 gpm is not recommended to maintain 20% residual capacity in the downstream gravity trunk sewers.

- Trott Brook lift station: The Trott Brook lift station's flow is expected to increase since the River Park's lift station capacity will increase, and therefore its residual capacity will also decrease with respect to pre-NEDA conditions. Given the conservative nature of the flow projections, pump upsizing is not recommended for the Trott Brook lift station at this time. Should there be another development post-NEDA that discharges into the Trott Brook service area, the pumps should be upsized accordingly. The next section of this memorandum includes an analysis of the trunk sewer capacity post-NEDA. As discussed in that section, the trunk sewer mains downstream of the Trott Brook lift station have sufficient remaining capacity to accommodate upsizing pumps at this lift station if needed post-NEDA development.
- TH 169 lift station: The peak flow through the TH 169 lift station under post-NEDA conditions does not change from the peak flow under pre-NEDA conditions since the Trott Brook lift station pumps are not being upsized. Because its peak hourly flow also does not change, the TH 169 lift station also remains at a sufficient residual capacity as discussed in **Existing Wastewater Flow Assessment** section of this memorandum.

Impacts of NEDA Flows to Existing Trunk Sewer Mains

The City's new sanitary sewer model was used to estimate residual capacities of each trunk sewer main post NEDA development. **Table 11** provides a summary of the post-NEDA residual pipe capacities at each trunk limiting section. It is important to note that the peak wastewater flow within Trunk Section 3 is not impacted by the NEDA development, since the capacity of the Trott Brook will not be changing. Therefore, results for this trunk section match the pre-NEDA conditions.

Figure 1.5 in Appendix A depicts the residual capacities calculated for each individual trunk sewer main segment. The limiting trunk sewer segments included in **Table 11** are highlighted in **Figure 1.5** to identify their location within the sewer system.

Table 11: Post-NEDA Trunk Sewer Main Capacity Limiting Segments

Parameter	NEDA to River Park	River Park to Trott Brook	Trott Brook to TH 169
Section No.	1	2	3
Diameter (inches)	12	12	12
Pipe Capacity (gpm)	585	803	2,284
Projected Peak Hourly Flow (gpm)	305	640 ⁽¹⁾	1,061
Residual Capacity (gpm)	280	162	1,223
Residual Capacity (%)	48%	20%	54%

GPM – Gallons per Minute

(1) Calculated with River Park LS firm pumping capacity upsized to 610 gpm.

As shown in **Table 11** the residual capacity is at least 20% for all sections.

- Section 1: Section 1's residual capacity remains greater than 20% for all segments.
- Section 2: Upsizing the smaller pump and downsizing the largest pump in the River Park lift station to 610 gpm would result in maintaining a minimum 20% residual capacity in all downstream trunk pipe segments (610 gpm pumping capacity).
- Section 3: Section 3's peak hourly flow is not projected to change from existing conditions since the pumping capacity of the Trott Brook lift station is not changing. Should there be future development post-NEDA that discharges into the Trott Brook service area, the pumps should be upsized accordingly (see analysis in the previous section). Modeling shows that this trunk section can accommodate several hundred of gallons per minute extra without compromising performance.

DRINKING WATER SYSTEM ANALYSIS

The water distribution system analysis consisted of an assessment of the following items:

- Analysis of the City's existing infrastructure (booster stations, wells, storage reservoirs, and trunk watermains) identified to be affected by the NEDA development to identify existing available fire flows and pressure;
- Projection of the water demands generated by the proposed developments within the NEDA;
- Analysis of the additional water distribution infrastructure required to serve the NEDA;
- Evaluation of the impacts of the additional water demand to the City's existing infrastructure; and
- Planning-level cost estimate for the recommended improvements.

The water distribution system analysis is summarized in subsequent sections. It is important to note that the system's main pressure zone covers a larger area than the NE study area that this analysis focuses on. Future development elsewhere within this pressure zone, outside the scope of this study, will also place additional demands on the system. Those potential demands are not included in this analysis. In summary, this memo only considers system changes related to expansion into the NEDA and other near-term developments such as Miskie Meadows and Bradford Park.

Description of Existing Infrastructure

The water distribution system is operated by Elk River Municipal Utilities (ERMU) and is composed of two (2) pressure zones: the Low Zone and the Main Zone. The Low and Main Zones are interconnected but are kept isolated except for during emergencies. The NEDA will be connected to the Main Zone only, so any development of the NEDA is expected to only impact the Main Zone. **Figure 2.1** in **Appendix A** shows the existing system pressure zones.

Water Supply, Treatment, and Storage

The Main Zone is supplied by five (5) wells (Nos. 5, 6, 7, 8, and 9). Wells 5, 6, and 7 all feed to their respective pressure filtration water treatment plants (WTPs). Well 8 is treated chemically, and Well 9 feeds to WTP 7. **Table 12** and **Table 13** summarize the supply and treatment capacity of all of the wells within the main pressure zone, respectively.

Table 12: Main Zone Existing Water Supply Capacity

Well	Well ID	Year Installed	Depth (feet)	Status	Capacity (gpm)	Capacity (gpd)
5	537682	1994	406	Active	850	1,224,000
6	580320	1999	300	Active	850	1,224,000
7	664852	2001	341	Active	850	1,224,000
8	694499	2004	390	Active	850	1,224,000
9	757624	2008	454	Active	850	1,224,000
Firm Pumping Capacity					3,400	4,896,000
Total Pumping Capacity					4,250	6,120,000

GPM – Gallons per Minute; GPD: Gallons per Day

Table 13: Main Zone Existing Treatment Capacity

Plant Name	Wells Treated	Treatment Type	Total Capacity		Firm Capacity ⁽¹⁾	
			(gpm)	(gpd)	(gpm)	(gpd)
5	5	Pressure Filtration	850	1,224,000	680	979,200
6	6	Pressure Filtration	850	1,224,000	680	979,200
7	7 & 9	Pressure Filtration	1,700	2,448,000	1,360	1,958,400
N/A	8	Chemical Only	850	1,224,000	850	1,224,000
Treatment Capacity			4,250	6,120,000	3,570	5,140,800

(1) Firm capacity is assumed to be 80% of maximum capacity for individual wells with pressure filters to account for backwashing and downtime. Firm capacity is assumed to be 100% of maximum capacity for wells treated without filtration.

The Main Zone's distribution system also includes two (2) elevated storage towers (ESTs) that stabilize pressure and provide storage for fire protection and power outages. The characteristics of the Main Zone's storage facilities are summarized in **Table 14**.

Table 14: Main Zone Existing Storage

Name	Storage Type	Storage Capacity (gallons)
Auburn Street	Elevated Tower	500,000
Johnson Street	Elevated Tower	1,500,000
Total		2,000,000

Water Distribution

Elk River's water distribution system uses a combination of trunk (10-inch and greater diameter pipe) and non-trunk (8-inch and smaller diameter pipes) to convey water. Trunk watermains allow the system to convey high volumes of water efficiently while non-trunk mains are mainly used to connect trunk mains to the service lines that supply individual users. Looping is critical for both

types of watermain for two reasons. First, looping provides redundancy that limits the effects of watermain breaks and emergency events. Second, looping increases water quality by decreasing the age of water within the system.

Existing Water Demand Assessment

The assessment of the existing water system includes a summary of the Main Zone's water demands, available fire flow, and pressure within the main zone near the NEDA under pre-NEDA conditions. As with the **SANITARY SEWER ANALYSIS**, the pre-NEDA water demand conditions includes both the City's current residents as well as the users in the Miskie Meadows (75 single family units) and Bradford Park (461 single family units) developments.

Existing Water Demand

Historical water demands (average day and maximum day) for the main pressure zone are summarized in **Table 15**.

Table 15: Historical Main Zone Estimated Demand

Year	Max Day Demand (gpm)	Average Day Demand (gpm)	Peaking Factor
2024	2,245	915	2.45
2023	3,033	1,121	2.71
2022	2,725	975	2.80
2021	2,976	1,048	2.84
2020	2,567	915	2.81
5-Year Avg.	2,709	995	2.72
5-Year Max.	3,033	1,121	2.84

MGD – Million Gallons per Day

Similar to with the sewer study, an average unit demand was used to estimate the water demands generated by each residential dwelling for Miskie Meadows and Bradford Park. This average demand (145 gallons per day per residential dwelling or 145 gpd/unit) was obtained from the previous feasibility study (*see Section 3.3 of the 2023 feasibility study*) and it was also used in this study to maintain consistency in the utility planning assumptions. **Table 16** summarizes the projected main zone water demand for pre-NEDA development conditions including the Miskie Meadows and Bradford Park developments only.

Table 16: Main Zone Demand Under Pre-NEDA Conditions

Year	Number of Units (-)	Average Day Demand (gpm)	Max Day Demand (gpm) ⁽¹⁾
Current Main Zone	--	995 ⁽²⁾	2,826
Bradford Park	461	46	131
Miskie Meadows	75	8	23
Total Pre-NEDA Conditions		1,049	2,980

(1) Corresponds to the maximum of the historical 5-year maximum day peaking factors.

(2) Corresponds to the average of the historical 5-year average day water usage.

Existing Available Fire Flow and Pressure

The system's water distribution model provided by ERMU was used to generate available fire flow and static water pressure contours for pre-NEDA development conditions. **Figures 2.2 and 2.3** in **Appendix A** depict the results, respectively. Near the NEDA, available fire flows range from 4,912 gpm to 8,621 gpm. These available fire flows are sufficient to support higher density developments such as industrial or manufacturing. High available fire flows are achieved due to the optimal trunk looping that exists in this area. Static water pressures near the NEDA range from 70 psi to 89 psi. According to Ten State Standards, the recommended range of pressure within a distribution system is between 50 and 80 psi with a minimum of 35 psi. The localized 89 psi modeled at the corner of 181st Avenue NW and Cleveland Street NW is not concerning considering the lower ground elevations located in that area. It is important to note that the water distribution system model was not calibrated by AE2S to obtain these results. However, ERMU staff has indicated that previous calibrations have taken place. Available fire flows and static water pressure results summarized in subsequent sections may vary depending on the accuracy of previous calibrations.

Future Water Demand Assessment

The future water demand assessment includes a projection of the water demand generated by the NEDA. The water demand projections and the local topography were used to make recommendations for new infrastructure required within the NEDA (trunk and non-trunk watermains) and any upgrades to existing infrastructure that supplies (wells), treats (WTPs), storage (ESTs), or transports water (trunk watermains) to the NEDA.

NEDA Water Demand Projections

The projected water demand generated by the NEDA were determined using the land uses matching those used for the sewer evaluation, an assumption that 80% of land used is

developable, and the same demand rates used in the 2023 feasibility study referenced in the first page of this memorandum to maintain consistency in the planning assumptions. Maximum day demand was estimated using the 5-year average peaking factor from **Table 15**. **Table 17** below summarizes the assumptions used to estimate the water demand for each land use type. **Table 18** depicts the average day demand for each land use type as well as the total average day and maximum day demand projected for the NEDA.

Table 17: Water Demand Assumptions

Land Use Type	Density (units/acre)	Unit Demand (gpd/unit)	Acre Demand (gpd/acre)
Mixed Residential (platted)	--	145	--
Mixed Residential (unplatted)	2 ⁽¹⁾	145	290
Single Family Residential	2	145	290
Neighborhood Commercial	--	--	900

gpd – Gallons per Day

(1) The density was modified with respect to the 2021 Comprehensive Plan Update.

Table 18: Projected NEDA Water Demands

Land Use Type	Unplatted Area (acres) ⁽¹⁾	Units Platted (units)	Average Day Demand (gpm)
Mixed Residential (platted)	-	98	10
Mixed Residential (unplatted)	113.2	-	18
Single Family Residential ⁽²⁾	39.0	-	8
Neighborhood Commercial	2.1	-	1
Total Average Day Demand (gpm)			37
Peaking Factor ⁽³⁾			2.84
Total Maximum Day Demand (gpm)			105

gpm – Gallons per Minute

(1) Only 80% of this area is assumed to be developable.

(2) The NEDA has a total of 85.7 acres listed as single-family residential development. However, only 39.0 acres of that area is considered as part of the expected development due to the presence of wetlands.

(3) From 5-year historical data (see **Table 15**).

NEDA Water Supply and Storage Capacity Assessment

The system's wells and WTPs must be capable of meeting the system's maximum demand at any time. **Table 12** and **Table 13** provide a summary of the system's firm water supply (3,400 gpm)

and treatment (3,570 gpm) capacities. To be conservative, the lower of the two was used for planning purposes.

Under post-NEDA development conditions, the maximum day demand is expected to rise to 3,085 gpm (2,980 gpm for pre-NEDA conditions + 105 gpm for NEDA development), meaning Elk River's firm supply/treatment capacity is 315 gpm greater than the projected maximum day demand.

Table 19 summarizes the calculations for the projected future residual capacity. At this time, no additional supply or treatment infrastructure would be needed to serve the NEDA.

Table 19: Post-NEDA Supply and Treatment Capacity Evaluation

Condition	Demand or Capacity (gpm)
Existing Max Day Demand	2,826
Near Term Developments Max Day Demand	154
NEDA Max Day Demand	105
Total Future Max Day Demand	3,085
Supply/Treated Firm Capacity	3,400
Residual Capacity (gpm)	315

gpm – Gallons per Minute

It is important to note that while no additional supply or treatment infrastructure is recommended to serve the NEDA, future developments beyond Miskie Meadows and Bradford Park within the main pressure zone will place further demands on the system not reflected on the table above. Analysis of such additional developments is outside the scope of this study. However, if they move forward, ERMU should plan to expand supply and treatment infrastructure, as system demands would likely exceed existing capacity.

ERMU staff has indicated that, regardless of whether the NEDA proceeds, they plan to drill one (1) to three (3) new wells by 2030 to serve the planned growth for the main pressure zone. For planning purposes, each well is assumed to provide 850 gpm of capacity. To remain conservative, these potential wells are not included in the current capacity calculations, since they are not required to meet post-NEDA demands. Without knowledge of additional anticipated development or planned population growth outside of the NE study area, ERMU's plan to drill one (1) to three (3) additional supply wells appears to be on track with what the system will require.

A water distribution system must also provide storage to account for fire events and equalization. This study used two methods to determine required storage; which are the same two methods used in the 2023 feasibility study referenced in the first page of this memorandum. The first

method is shown in **Table 20** and incorporates maximum day demand, fire emergency demand, equalization storage, the firm pumping capacity, and recommendations from the American Water Works Association (AWWA). Those variables are used to calculate a recommended storage volume that can supply the system under a reasonable, worst-case scenario. The second method is shown in **Table 21** and is recommended by the Minnesota Department of Health and Minnesota Rural Water Association, which is to ensure a system's storage capacity exceeds its average day demand. Regardless of the method used, the system's existing water storage for the main pressure zone meets the required water storage under both pre- and post-NEDA development conditions. For this reason, no further storage infrastructure is recommended at this time. As with the supply/treatment capacity evaluations, the potential new one (1) to three (3) wells to be drilled by ERMU by 2030 were not included in the storage assessment to be conservative in the event these wells are not drilled.

Table 20: Post-NEDA Residual Storage (Method 1)

	Parameter (Unit) [Formula]	Pre-NEDA Conditions	Post-NEDA Conditions
A	Firm Capacity Assumptions (MGD) ⁽¹⁾	4.90	4.90
B	Average Day Water Use (MGD)	1.72	1.77
C	Max/Avg Day Ratio	2.36	2.36
D	Maximum Day Water Use (MGD) (B x C)	4.06	4.18
E	Maximum Day Water Use (MGD) (D x 24 hrs / 20 hrs to supply) ⁽²⁾	4.87	5.02
F	Design Fire Fighting Rate (MGD) ⁽³⁾	5.04	5.04
G	Fire Fighting Duration (hour) ⁽³⁾	3	3
H	Design Fire Fighting Volume (MG) (F x G / 24 hrs/day)	0.63	0.63
I	TOTAL Coincident Demand (MGD) (E + F)	9.91	10.06
J	Required Draft From Storage (MGD) (I - A)	5.02	5.16
K	Adjusted Fire Fighting Storage (MG) (G x J / 24 hrs/day))	0.63	0.65
L	Equalization Storage (MG) (D x 25%) ⁽⁴⁾	1.02	1.05
M	TOTAL Storage Need (MG) (K + L)	1.64	1.69
N	Existing Elevated Storage (MG)	2.00	2.00
O	Residual Storage (MG) (N-M)	0.36	0.31

MG – Million Gallons; MGD – Million Gallons per Day

(1) Firm supply capacity (3,400 gpm) was used instead of firm treatment capacity (3,570 gpm) since it is more conservative.

(2) AWWA recommended assumption that entire max day demand occurs within 20 hrs.

(3) For residual storage, AWWA recommends worst case fire flow of 3,500 gpm (5.04 MGD) for 3 hours.

(4) AWWA recommends that system maintains an equalization storage of at least 25% of maximum day demand.

Table 21: Post-NEDA Residual Storage (Method 2)

Condition	Value
Existing Average Day Demand (MGD)	1.43
Near Term Developments Avg Day Demand (MGD)	0.08
NEDA Average Day Demand (MGD)	0.05
Total Post-NEDA Average Day Demand (MGD)	1.56
Existing Storage Capacity (MG)	2.0
Residual Storage Post-NEDA (MG)	0.44

NEDA Water Distribution Infrastructure Recommendations

Within the platted developments of the NEDA, 8-inch watermain are recommended to be installed along roads and connect to the existing 16-inch trunk watermain that runs parallel to Cleveland St. The proposed watermain should be aligned with the sewer mains recommended in **NEDA Sanitary Sewer Infrastructure Recommendations**. It is also recommended that the proposed watermain are looped to provide redundancy in case of watermain breaks and/or emergency events and to improve water quality. Trunk watermain (10 or 12-inch) are recommended to be used if it is anticipated that development will continue to the north beyond the boundary of the NE Study area. However, the City does not anticipate that any development north of this boundary will be served by municipal utilities.

No other distribution infrastructure (including booster stations or pressure reducing valves) is recommended for the NEDA's water distribution system at this time. In summary, no additional trunk infrastructure is required to serve the NEDA. A map of the recommended watermain layout can be found in **Figure 2.4** in **Appendix A**.

NEDA Available Fire Flow Projections

Recommended available fire flows are estimated based on the projected land use type and industry standards. This memorandum uses the same recommended fire flows as the 2023 feasibility study to maintain consistency in planning. Each land use type's recommended fire flow is depicted in **Table 22**. The recommended fire flows must be achieved at a pressure of at least 20 psi and intended for general planning purposes only.

Table 22: Recommended Available Fire Flow

Land Use Type	Minimum Fire Flow (gpm)
Mixed Residential	500 – 1,500
Single Family Residential	2,000 – 3,000
Neighborhood Commercial	1,500 – 2,500

A map of the projected available fire flows within the NEDA is shown in **Figure 2.5** in **Appendix A**. As shown in the figure, the projected available fire flow within the NEDA is projected to range from 2,100 gpm to 6,400 gpm. The flows below 2,500 gpm are located along the eastern and northern boundaries of the NEDA and are planned for mixed residential or neighborhood commercial development. So, all fire flows in the NEDA are either within or above the recommended range. Furthermore, even with NEDA expansion, the available flows at existing units near the NEDA do not drop below 3,000 gpm.

NEDA Pressure Projections

A map of the projected pressures within the NEDA is provided in **Figure 2.6** in **Appendix A**. Modeled static water pressures range from 64 psi to 84 psi in the southern portions of the NEDA development. According to Ten State Standards, the recommended range of pressure within a distribution system is between 50 and 80 psi with a minimum of 35 psi. Though some individual units may have pressure above 80 psi, it is not recommended to create a separate pressure zone with a dedicated pressure reducing valve (PRV). Instead, it is recommended that specific individual residencies with high water pressures (greater than 80 psi) are provided individual in-unit PRVs. Additionally, static water pressure modeling was conducted under a conservative scenario where the water towers were near full. As such, actual pressures experienced in the field may be lower than those projected.

SUMMARY OF THE RECOMMENDED IMPROVEMENTS

Analysis of both the sanitary sewer and water distribution systems was completed as part of this study to identify infrastructure needs required to serve the proposed NEDA development. Various recommendations were provided throughout this memorandum as the results of the study were presented. The sections below provide a detailed summary of each recommendation. Note that recommendations may differ should final NEDA land use densities or types change from the currently proposed densities/types used in this study.

Recommended Sanitary Sewer Improvements

Infrastructure recommendations specific to lift stations and trunk sewers are summarized below.

- **River Park Lift Station Firm Pumping Capacity Increase (upgrade required for the NEDA):** The residual capacity of this lift station pre-NEDA development will be minimal based on its existing firm pumping capacity of 388 gpm. Therefore, prior to the NEDA development moving forward, the smallest pump should be replaced with a 610 gpm pump. Increasing the pump capacity beyond 610 gpm is not recommended to maintain 20% residual capacity in the downstream gravity trunk sewers.
- **River Park Lift Station Large Pump Capacity Decrease (upgrade not required for the NEDA):** The limiting conveyance capacity of the trunk sewer downstream of the River Park lift station was calculated to be 803 gpm based on as-built data provided by the City. Currently, this lift station has a pump sized for 813 gpm based on the drawdown test completed by the City. In theory, this means the pipe is at its limit whenever the 813 gpm pump is running. In practice, however, City staff have not reported any surcharge problems when the larger pump is in operation. Looking ahead, when the City rehabilitates the lift station, consideration should be given to lowering the pumping capacity to minimize surcharge issues. The new pump could match the recommended pump capacity of the smaller pump (610 gpm). This change is not required for the NEDA development.
- **Trott Brook Lift Station (upgrades not required for the NEDA):** The Trott Brook lift station's flow is expected to increase since the River Park's lift station capacity will increase. Given the conservative nature of the flow projections, pump upsizing is not recommended for the Trott Brook lift station at this time. Should there be another development post-NEDA that discharges into the Trott Brook service area, the pumps should be upsized. Modeling shows that this trunk section downstream of the Trott Brook lift station can accommodate several hundred of gallons per minute extra without compromising

performance. Therefore, the pumps at Trott Brook could be upsized accordingly to accommodate new development flows beyond what is planned for the NEDA.

- **TH 169 Lift Station (upgrades not required for the NEDA):** This lift station is projected to have a residual capacity on the low end of the recommended residual flow (10%-20%). However, because the TH 169 pumps are controlled by VFDs, and their speed can be modified based on influent flow conditions, pump upsizing is not required at this time. If the Trott Brook lift station increases its pumping capacity (not required for the NEDA), a third pump may need to be added to the TH 169 lift station. There is currently space to add two (2) additional pumps.
- **Trunk Sewer Main (upgrades not required for the NEDA):** All trunk sewer main segments are projected to have a residual capacity greater than the recommended value of 20% under pre- and post-NEDA development conditions. To maintain this, pump upgrades at the River Park lift station's capacity must be kept at or below 610 gpm. Trunk upsizing is not required to serve the NEDA.
- **Recommended System Expansion to Serve the NEDA:** Given the platted ground elevations for the development, two (2) small lift stations will be required to serve the NEDA. The north lift station, with a firm pumping capacity of 90 gpm and 4-inch forcemain, and the south lift station, with a firm pumping capacity of 70 gpm and a 3-inch forcemain. Due to the smaller capacity, the south lift station would need to be a grinder-style pump station. Non-trunk (8-inch) gravity sewer could be extended from the lift stations to serve the proposed developments.

Recommended Water Distribution System Improvements

It is important to note that the summary of recommendations provided herein are associated with the need to serve the Miskie Meadows and Bradford Park developments, the NEDA, and the existing system. This study did not evaluate infrastructure needs required for additional developments or growth that may occur within the main pressure zone. The analysis completed in this study includes recommendations for additional infrastructure that will be required should additional developments move forward.

- **Water Supply (upgrades not required for the NEDA):** The system's wells must be capable of meeting the system's maximum demand at any time. Currently, the firm supply capacity of the main pressure zone is 3,400 gpm. This firm supply capacity exceeds the post-NEDA projected maximum day demand by slightly over 300 gpm. No upgrades are recommended to serve the NEDA.

- **Water Treatment (upgrades not required for the NEDA):** The system's WTPs must be capable of meeting the system's maximum demand at any time. Currently, the firm treatment capacity of the main pressure zone is 3,570 gpm. This firm treatment capacity exceeds the post-NEDA projected maximum day demand by over 450 gpm. No upgrades are recommended to serve the NEDA.
- **Water Storage (upgrades not required for the NEDA):** Storage requirements post-NEDA were calculated using two (2) industry-standard methods. Under both methods, the existing storage exceeds the post-NEDA storage projections by 0.31 MG. No upgrades are recommended to serve the NEDA.
- **Recommended System Expansion to Serve the NEDA:** Non-trunk (8-inch) watermain can be extended from the existing system to serve the NEDA. The alignment of the proposed watermain will depend on the final road configuration, which shall be such to allow for looping. Available fire flows within the NEDA are projected to meet or exceed the minimum requirements for the proposed land uses. Static water pressures are projected to be within the recommended standards, except for the southern end of the development, where in-unit PRVs may be required. It is important to note that the water distribution system model provided by ERMU was not calibrated by AE2S to obtain these results. However, ERMU has indicated that the model has been previously calibrated. Available fire flows and static water pressure results could vary depending on the accuracy of the previous calibration.

Recommended Development Planning Density

It is recommended that the City's maximum density for mixed residential development in the NEDA be changed from 5 units/acre (from the 2021 Comprehensive Plan Update) to single family residential with a maximum of 2 units/acre. This change in maximum density and land use type will allow the City to serve the NEDA while minimizing capital investments to modify existing sewer and water infrastructure. The proposed land use densities for the platted portions of the NEDA development meet this requirement.

Future development upstream of the River Park lift station should be limited to the Miskie Meadows, the Bradford Park, and the NEDA developments. Developments beyond these will likely result in surcharges to the City's sanitary sewer system and significant upgrades may be required.

Opinion of Probable Construction Cost

A planning-level opinion of probable construction cost was prepared for each required improvement identified in this study using bid prices obtained in recent construction projects. Each cost includes an estimate for construction contingency, and indirect costs for engineering, legal, financing, and administrative costs. Easements costs were not included.

Sanitary Sewer Costs

Sanitary sewer costs identified in this study are limited to the required trunk infrastructure upgrades to the existing trunk system. This includes the modifications required at the River Park lift station. This cost, plus the value of the capacity demand on the existing trunk sewer lines created by the flow volumes of the NEDA would make up the Trunk Sewer cost of the development. The City shall reserve the right to assign the value of said existing Trunk system capacity. All onsite infrastructure within the NEDA including 8-inch sewer extensions, 2 new lift stations, and force mains are considered non-trunk related and costs that the developer will be responsible for.

- River Park Lift Station 610 gpm pump upgrade:

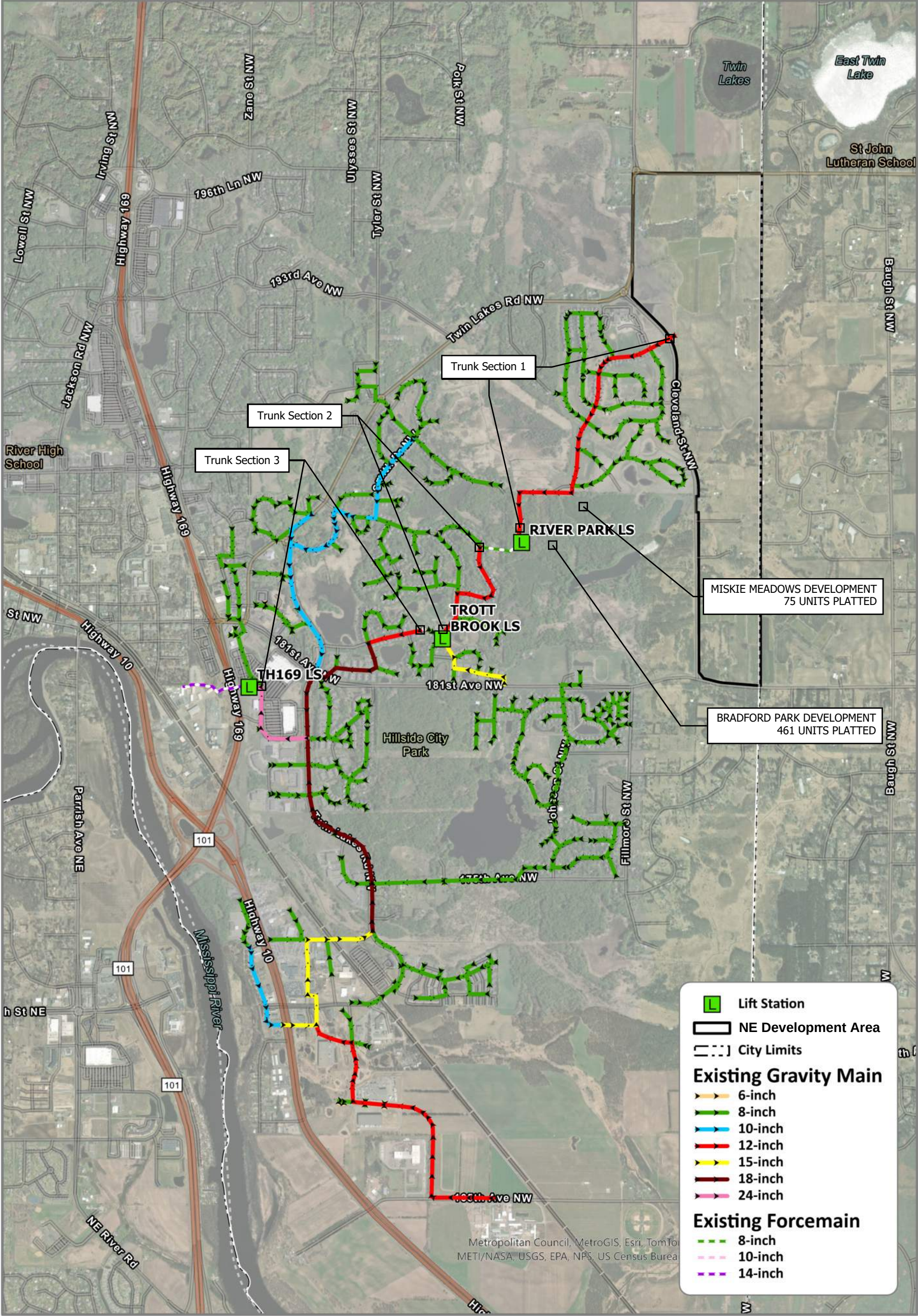
Proposed Improvement	Cost
610 gpm sanitary sewer pump (single pump) ⁽¹⁾	\$40,000
Bypass Pumping	\$4,000
Mobilization/Demobilization/Installation	\$6,000
Construction Subtotal	\$50,000
Construction Contingency (10%)	\$5,000
Indirect Cost (8%)	\$4,000
Total Opinion of Probable Construction Cost	\$59,000

(1) Includes: pump with explosion proof motor, power cable, discharge elbow, guide brackets, cable holder, lifting chain with hook, and pump monitoring (to be installed in control panel).

Water Distribution System Costs

The existing water distribution system does not require any upgrades or additions to its current supply, treatment, or storage components to serve the NEDA. Construction costs associated with 8-inch watermain extension and in-unit PRVs were assumed to be paid entirely by individual developers and an estimate was not included in this memorandum.

APPENDIX A



Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate. Coordinate System: NAD 1983 HARN Adj MN Sherburne Feet | Edited by: JPuffe | C:\Projects\Elk River\GIS\Elk River Mapping.aprx | Existing System Diameter

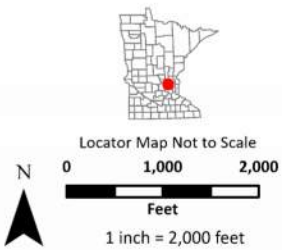
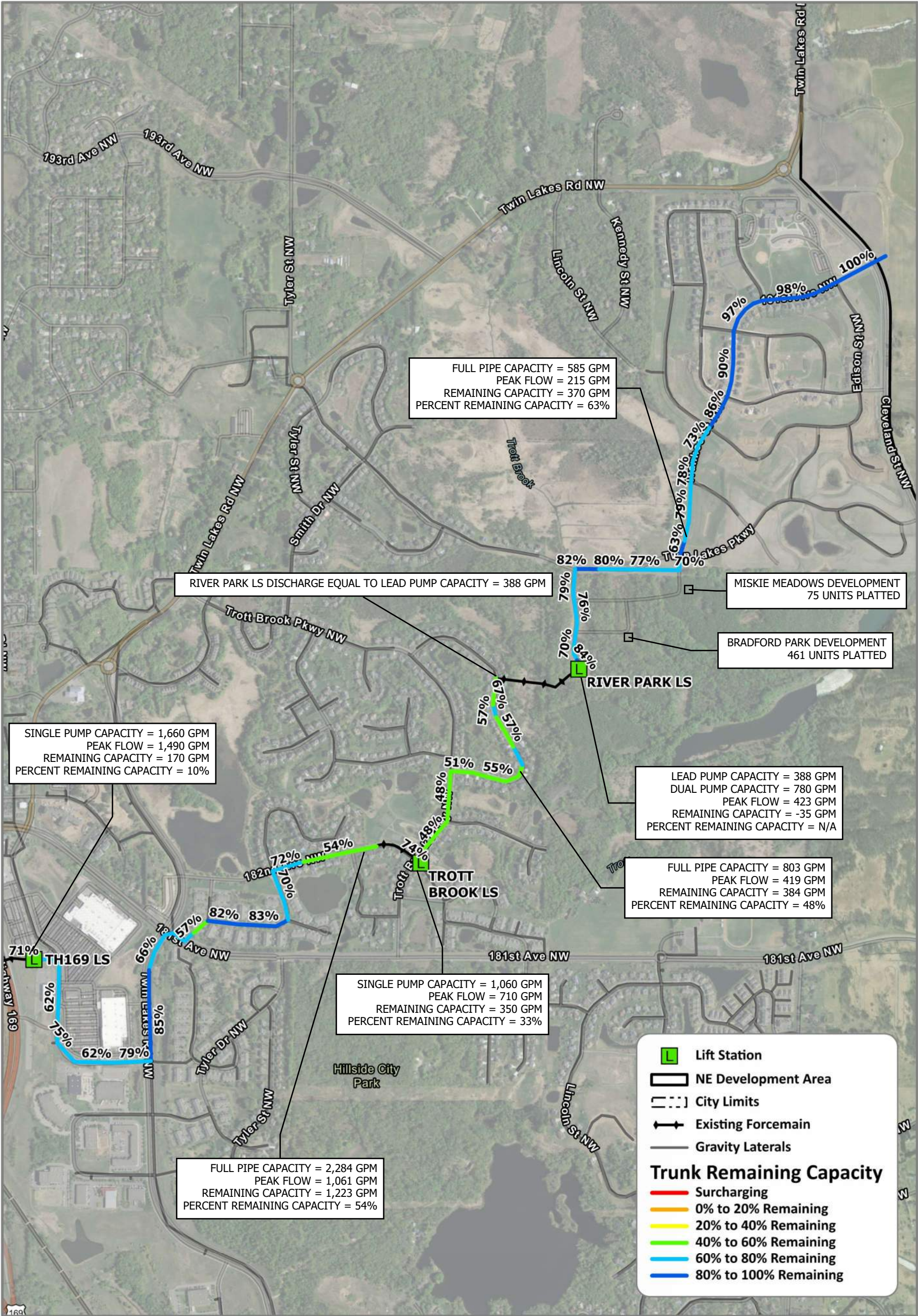


FIGURE 1.1
EXISTING SYSTEM & PIPE DIAMETER
NORTHEAST DEVELOPMENT AREA STUDY/CITY OF ELK RIVER
Elk River | Sherburne County, MN



Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate. Coordinate System: NAD 1983 HARN Adj MN Sherburne Feet | Edited by: JPuffe | C:\Projects\Elk River\GIS\Elk River Mapping.aprx | Existing System Remaining Capacity

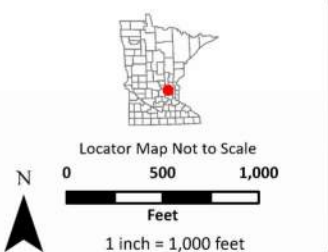
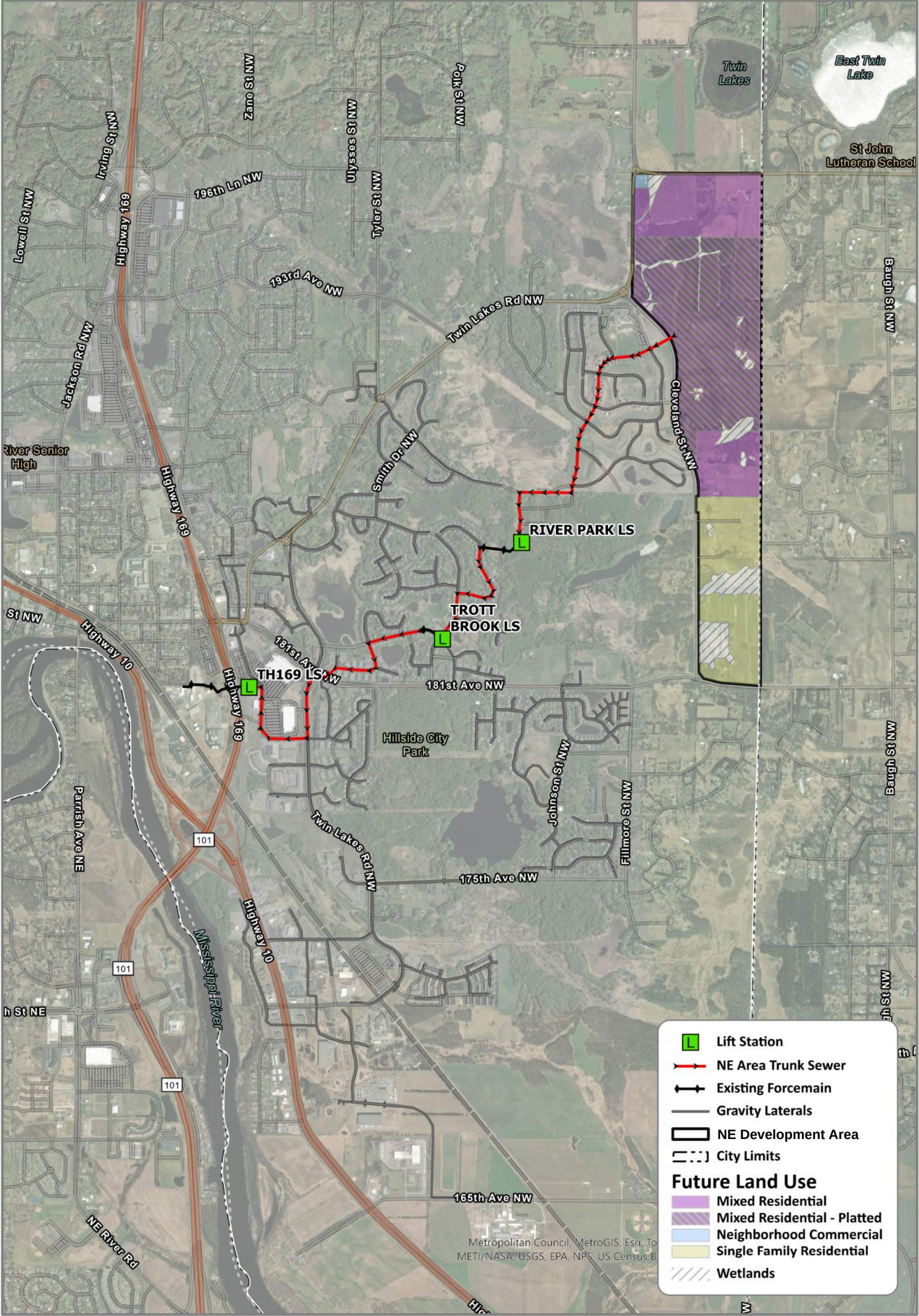


FIGURE 1.2
EXISTING SYSTEM
TRUNK SEWER REMAINING CAPACITY
NORTHEAST DEVELOPMENT AREA STUDY/CITY OF ELK RIVER
Elk River | Sherburne County, MN



Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate. Coordinate System: NAD 1983 HARN Adj MN Sherburne Feet | Edited by: JPuffe | C:\Projects\Elk River\GIS\Elk River Mapping.aprx | NE Area Future Land Use

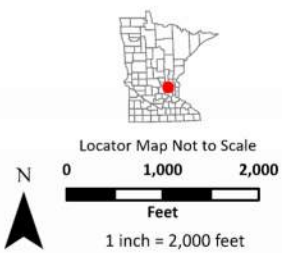
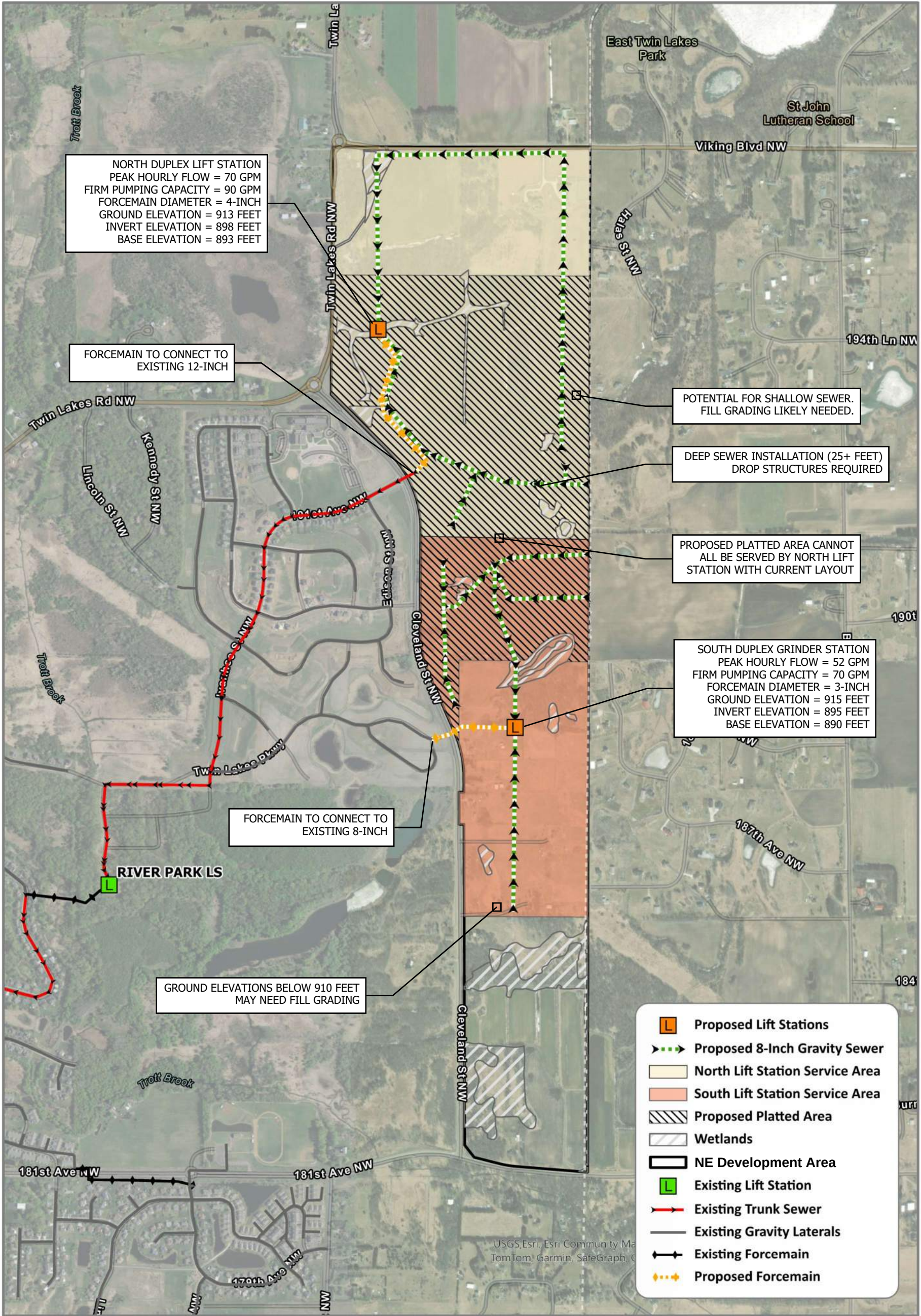


FIGURE 1.3
NORTHEAST AREA
FUTURE LAND USE
NORTHEAST DEVELOPMENT AREA STUDY/CITY OF ELK RIVER
Elk River | Sherburne County, MN



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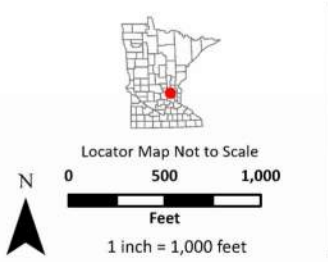
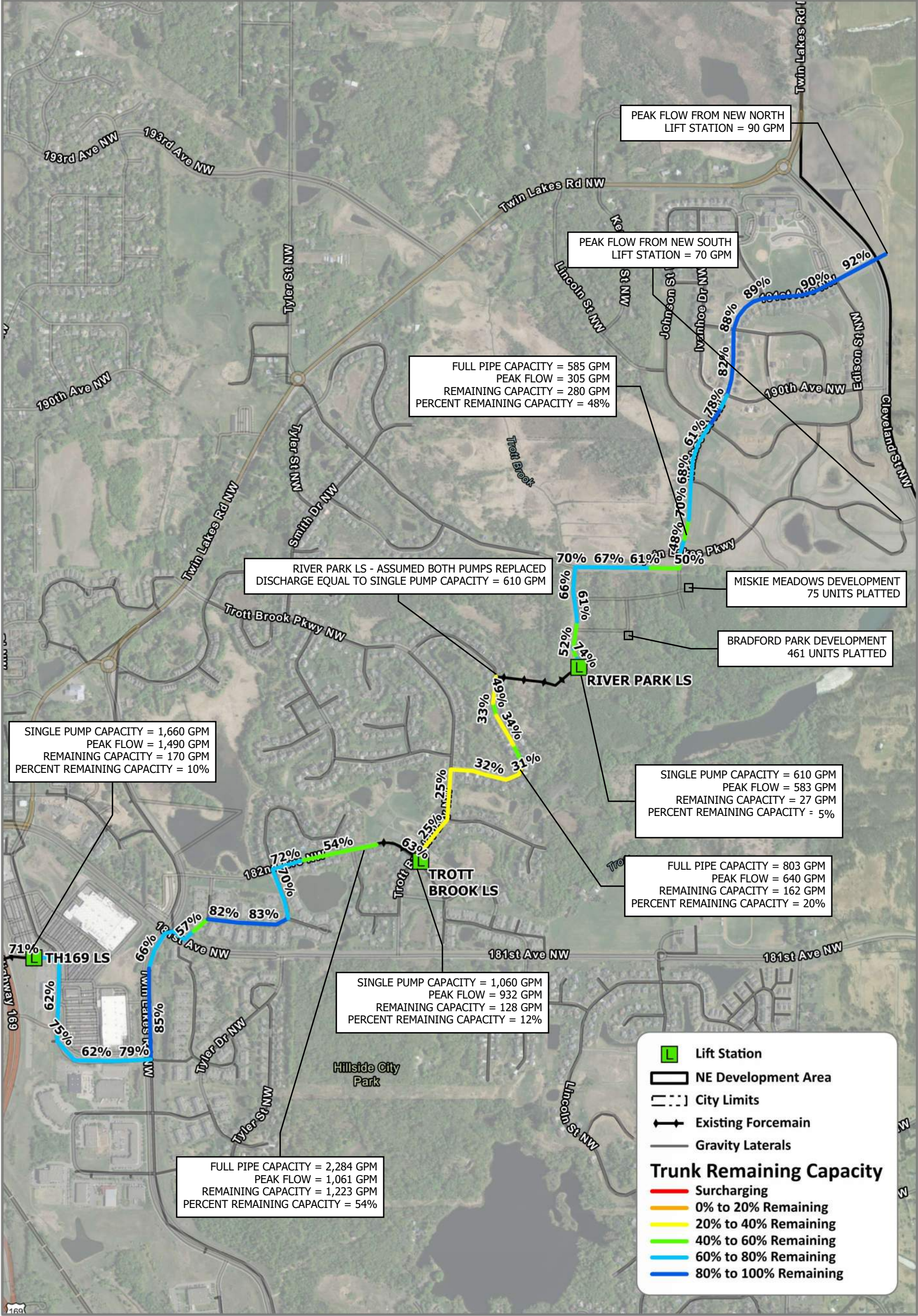


FIGURE 1.4
NORTHEAST AREA
SANITARY SEWER LAYOUT
NORTHEAST DEVELOPMENT AREA STUDY/ CITY OF ELK RIVER
Elk River | Sherburne, MN



Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate. Coordinate System: NAD 1983 HARN Adj MN Sherburne Feet | Edited by: JPuffe | C:\Projects\Elk River\GIS\Elk River Mapping.aprx | Future System - Remaining Capacity

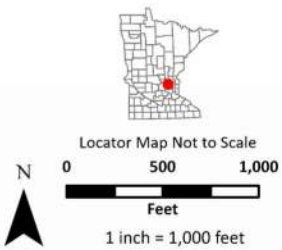
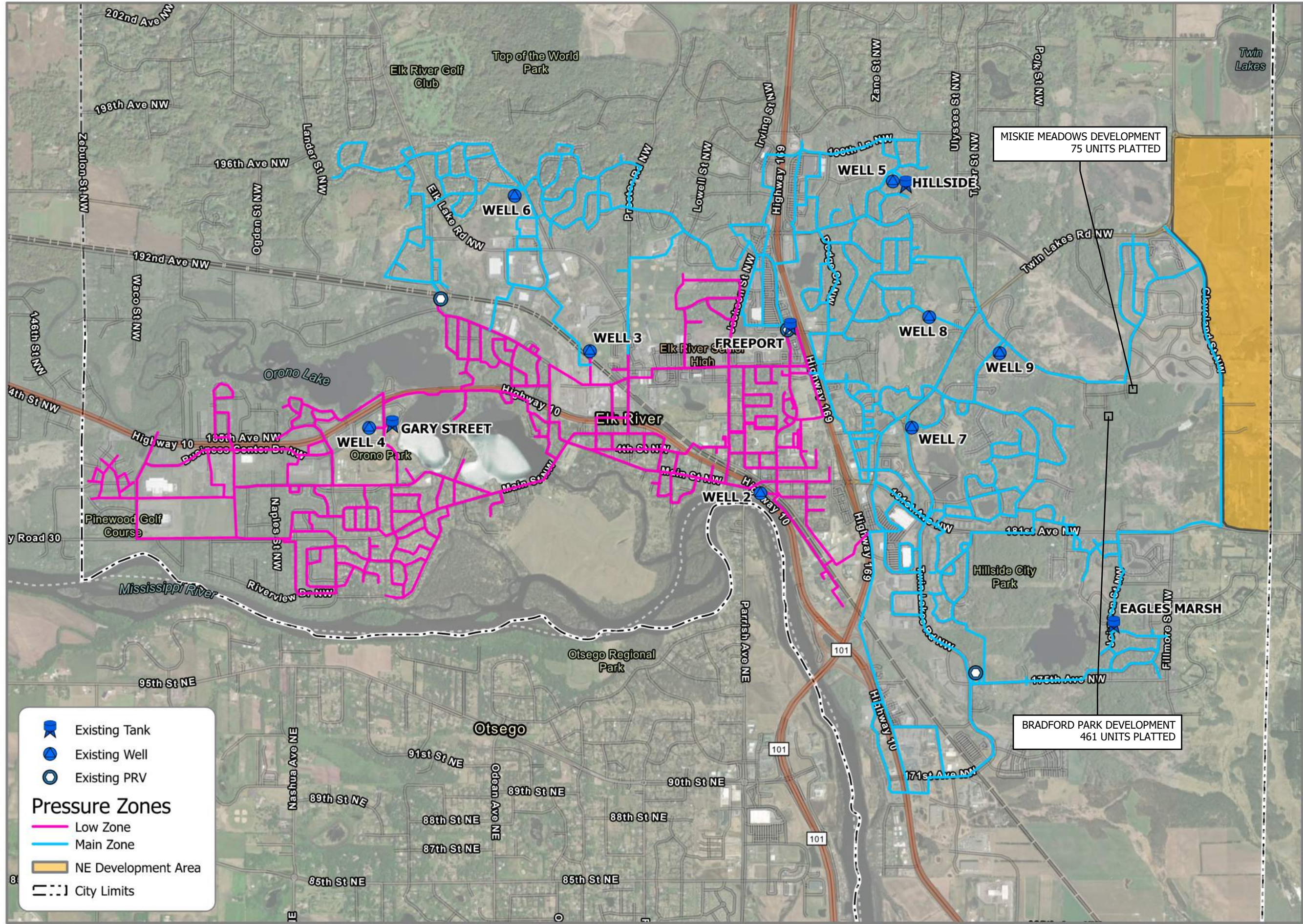


FIGURE 1.5
NORTHEAST AREA DEVELOPED
TRUNK SEWER REMAINING CAPACITY
NORTHEAST DEVELOPMENT AREA STUDY/CITY OF ELK RIVER
Elk River | Sherburne County, MN



N
0 1,250 2,500
Feet
1 inch equals 2,500 feet

Locator Map Not to Scale

Elk River
Sherburne County, MN

**FIGURE 2.1
EXISTING WATER
DISTRIBUTION
SYSTEM**

PRESSURE ZONES

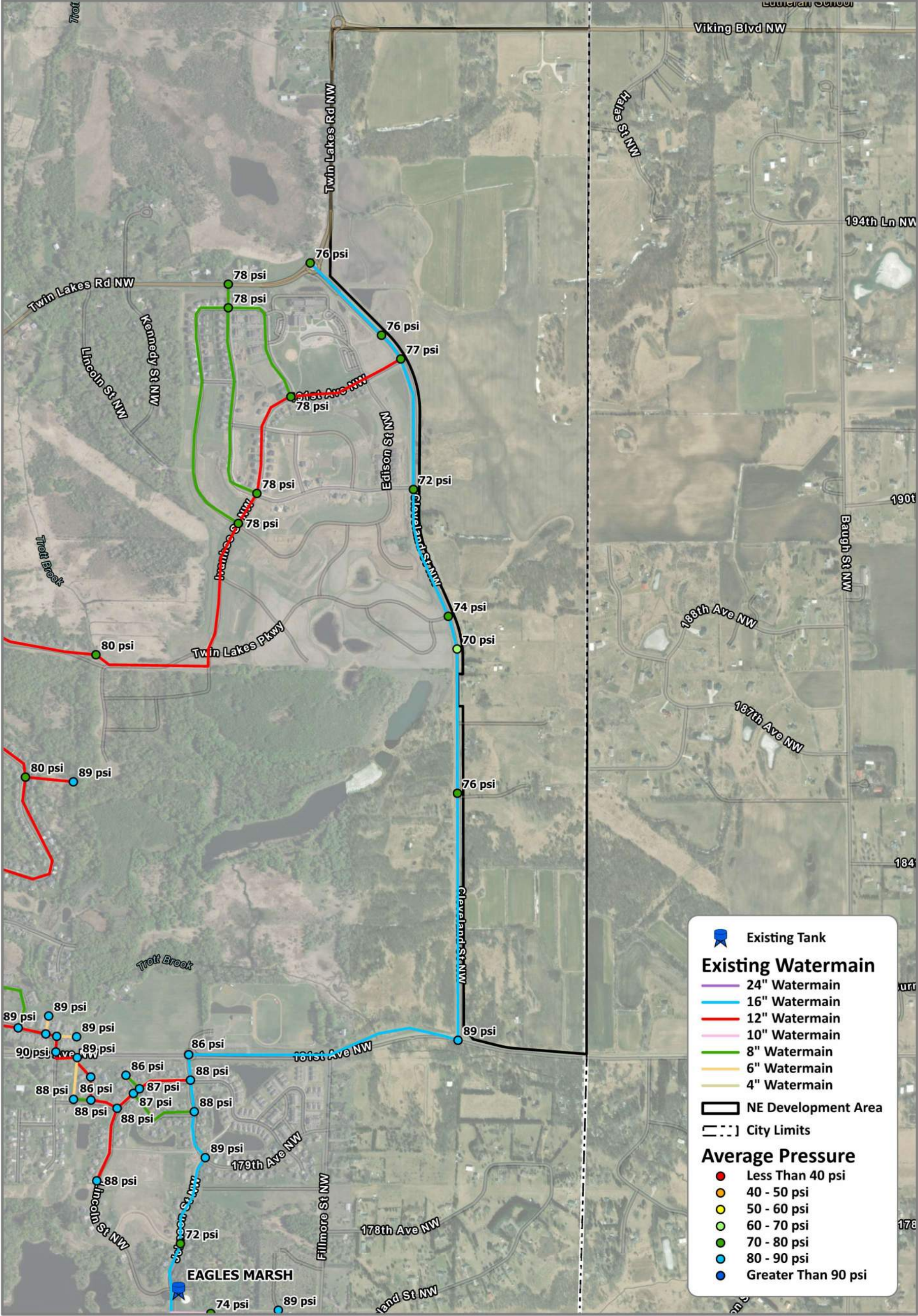
NORTHEAST
DEVELOPMENT AREA
OPTIMIZATION
CITY OF ELK RIVER

Date: 9/30/2025



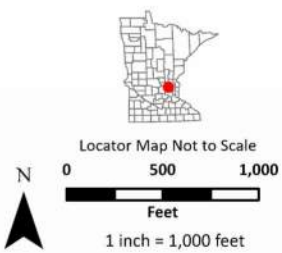
Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.
Coordinate System: NAD 1983 HARN Adj MN Sherburne Feet | Edited by: JPuffe | C:\Projects\Elk River\GIS\Elk River Mapping.aprx | Existing Water Distribution - Pressure Zones

NORTHEAST DEVELOPMENT AREA / CITY OF ELK RIVER
Elk River | Sherburne, MN

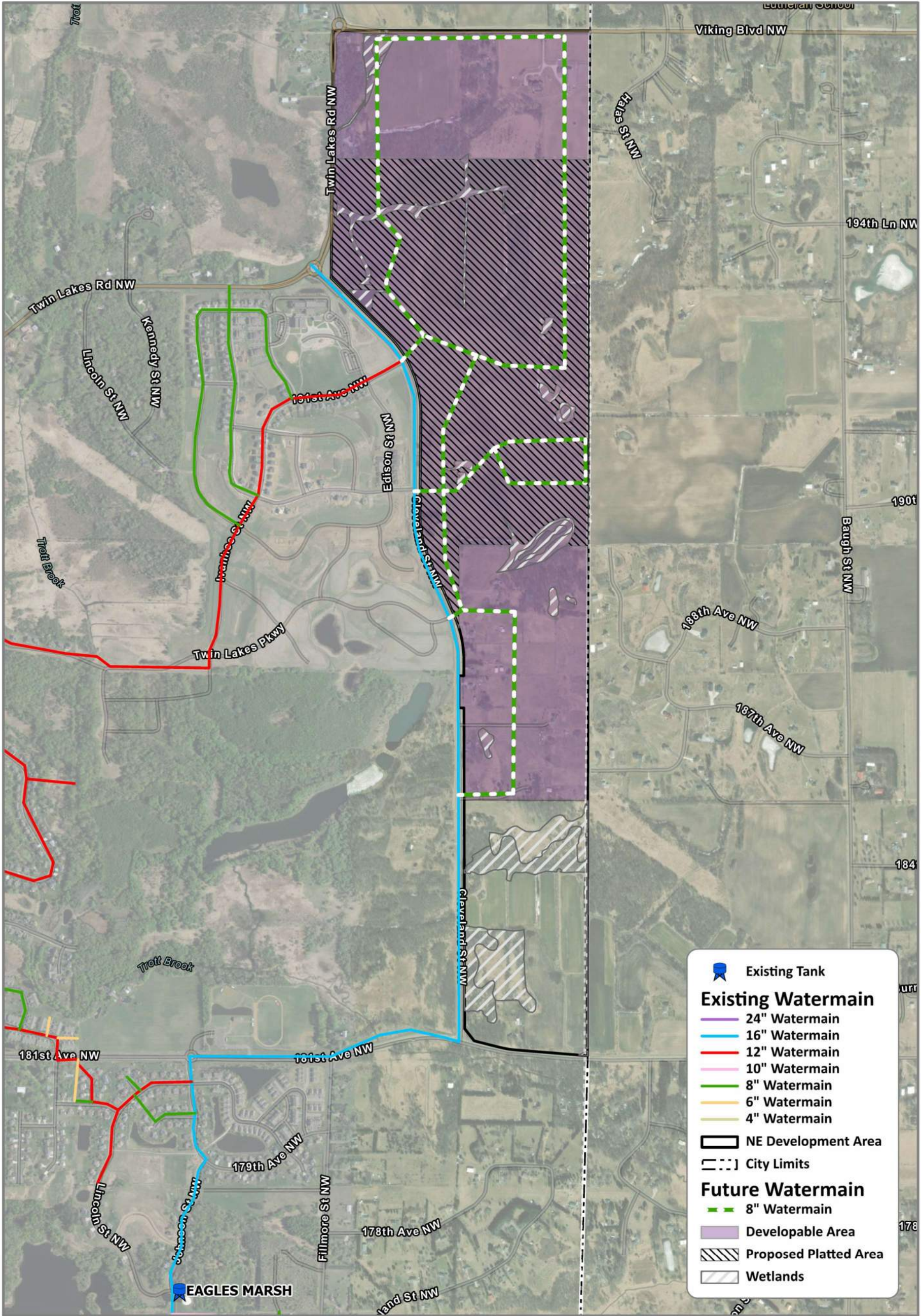


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FIGURE 2.3
NORTHEAST DEVELOPMENT AREA
EXISTING MAX DAY DEMAND
AVERAGE PRESSURE



NORTHEAST DEVELOPMENT AREA / CITY OF ELK RIVER
Elk River | Sherburne, MN



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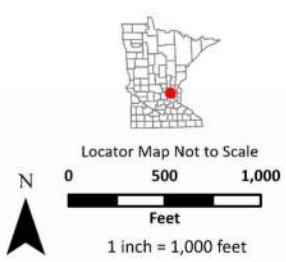
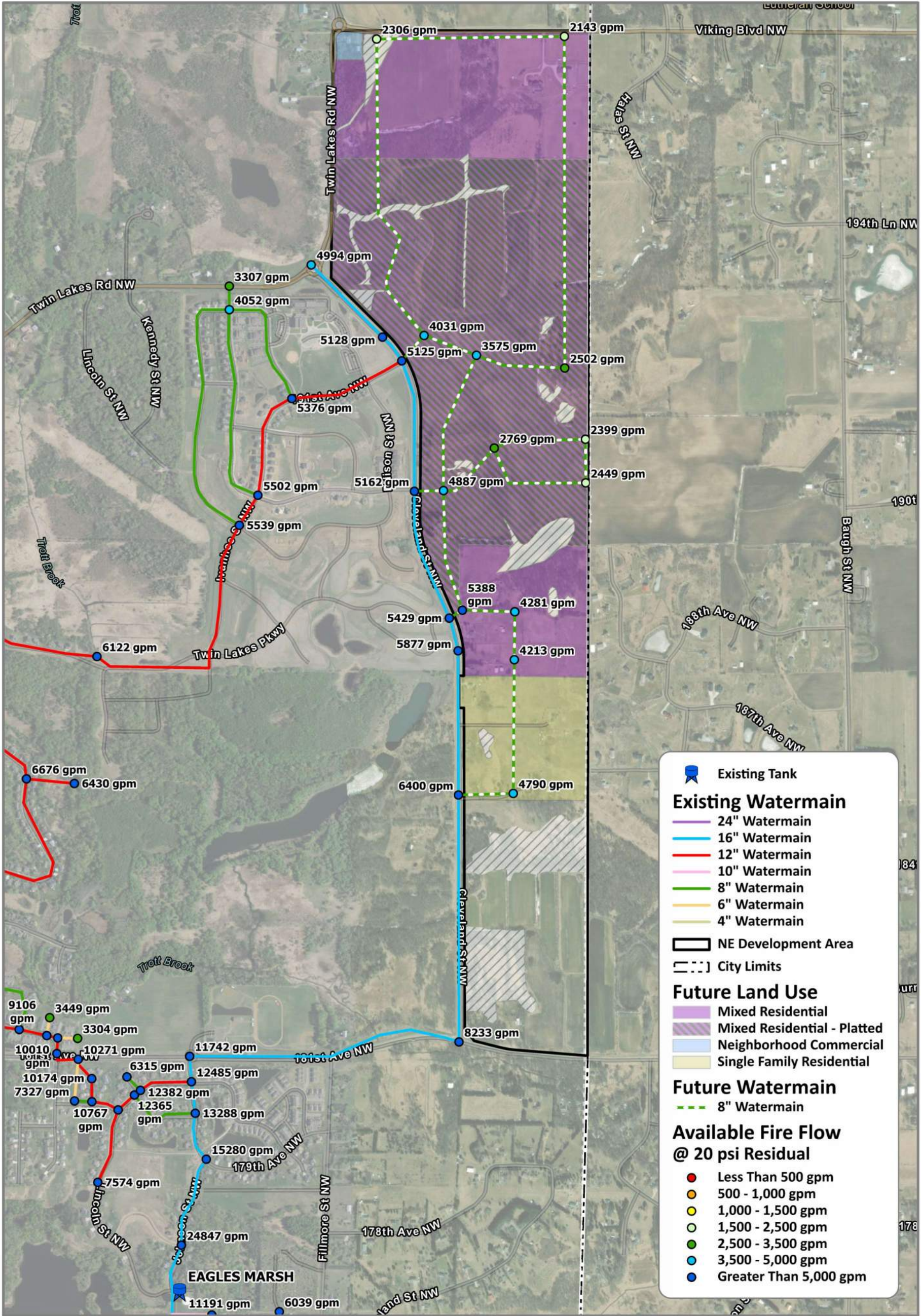
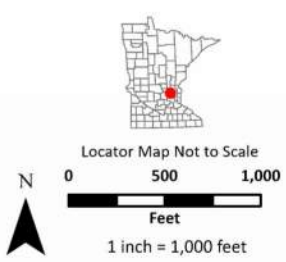


FIGURE 2.4
NORTHEAST DEVELOPMENT AREA
WATER DISTRIBUTION MAIN LAYOUT
NORTHEAST DEVELOPMENT AREA / CITY OF ELK RIVER
Elk River | Sherburne, MN

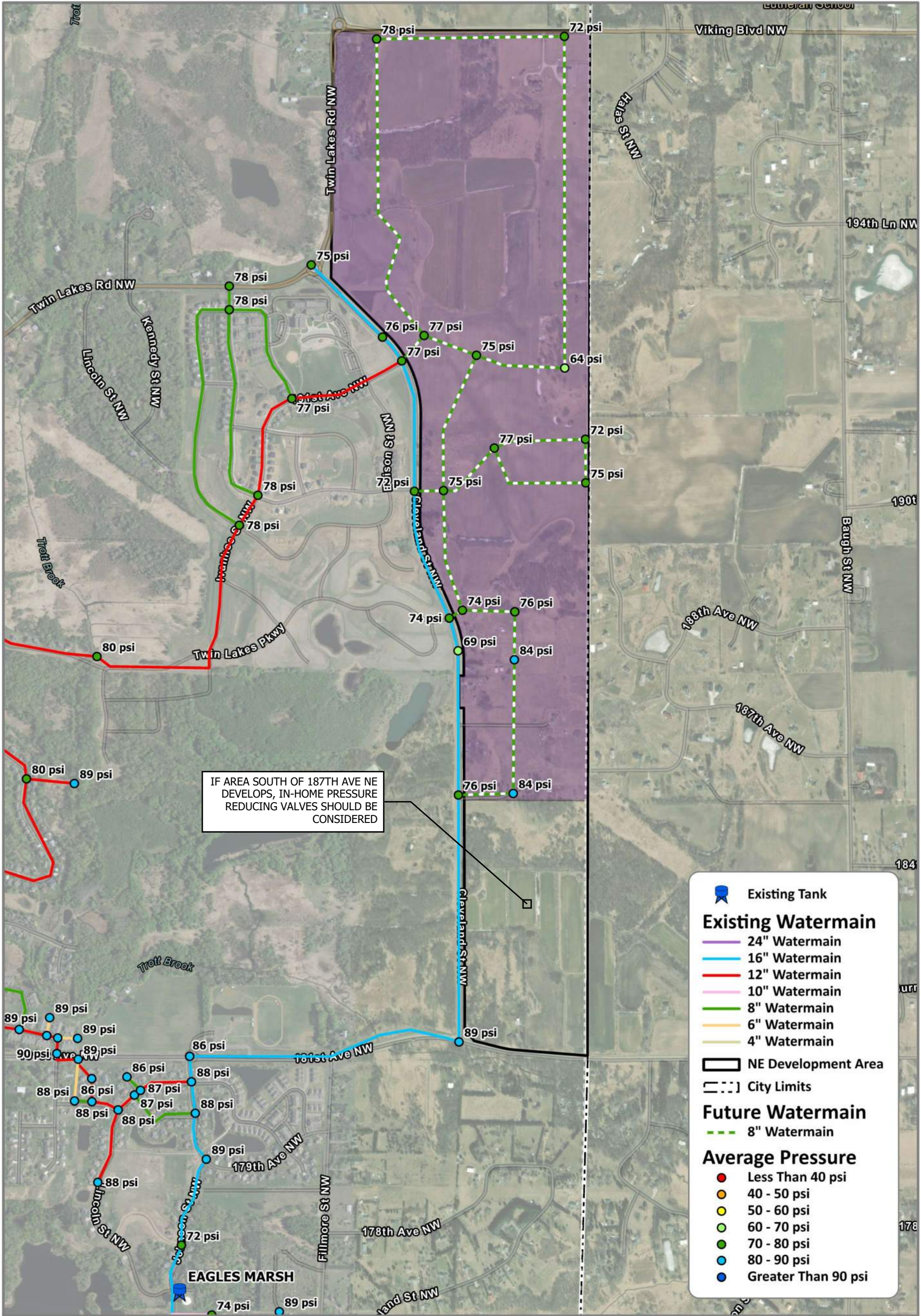


Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.

FIGURE 2.5
NORTHEAST DEVELOPMENT AREA
FUTURE MAX DAY DEMAND
AVAILABLE FIRE FLOW



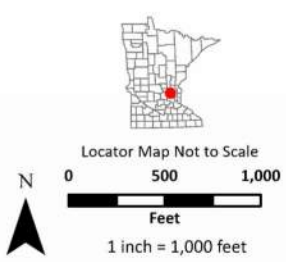
NORTHEAST DEVELOPMENT AREA / CITY OF ELK RIVER
Elk River | Sherburne, MN



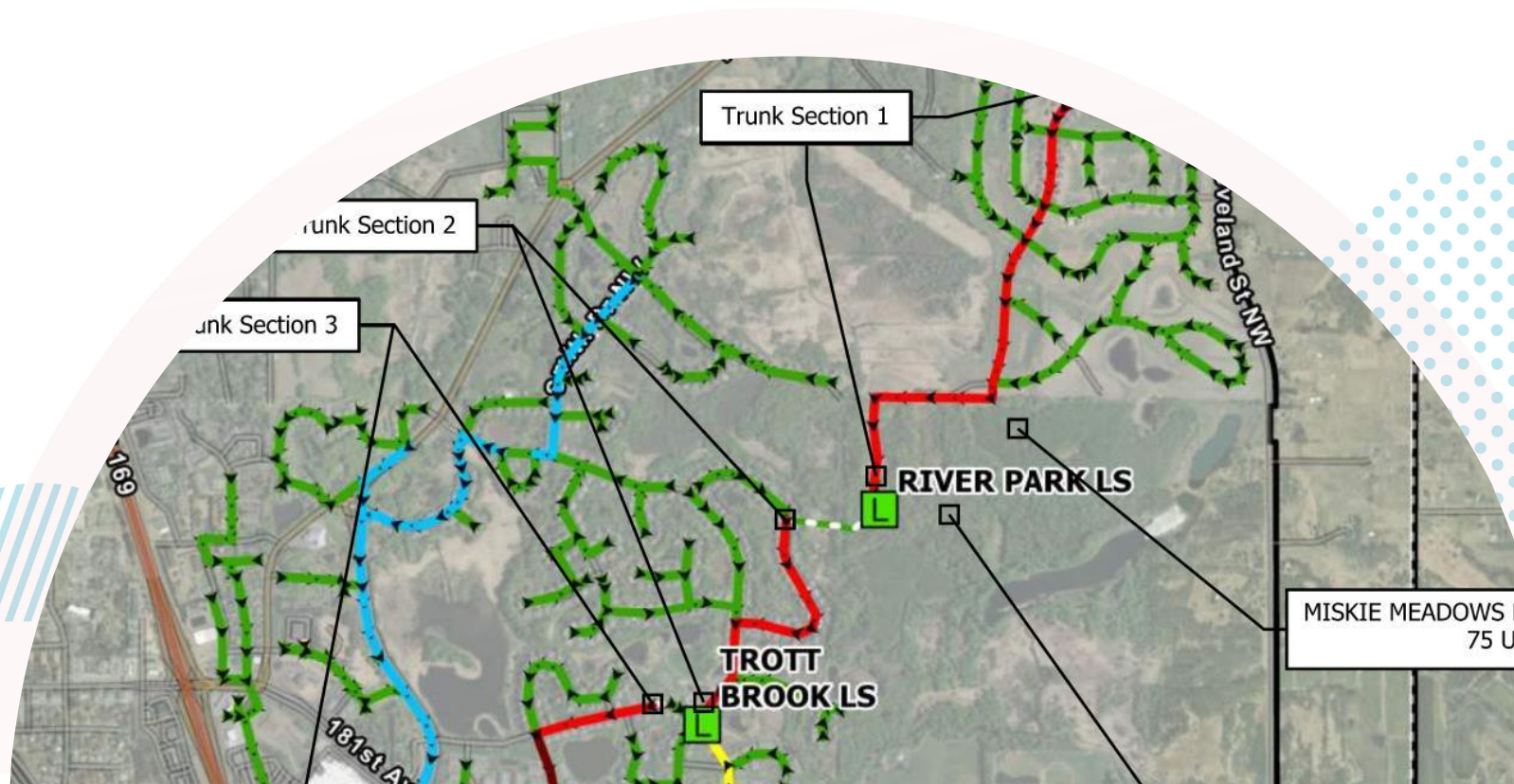
Information depicted may include data unverified by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate.

FIGURE 2.6
NORTHEAST DEVELOPMENT AREA
FUTURE MAX DAY DEMAND
AVERAGE PRESSURE

NORTHEAST DEVELOPMENT AREA / CITY OF ELK RIVER
Elk River | Sherburne, MN



Northeast Development Area Study



Outline

1

2

3

4

5



Background

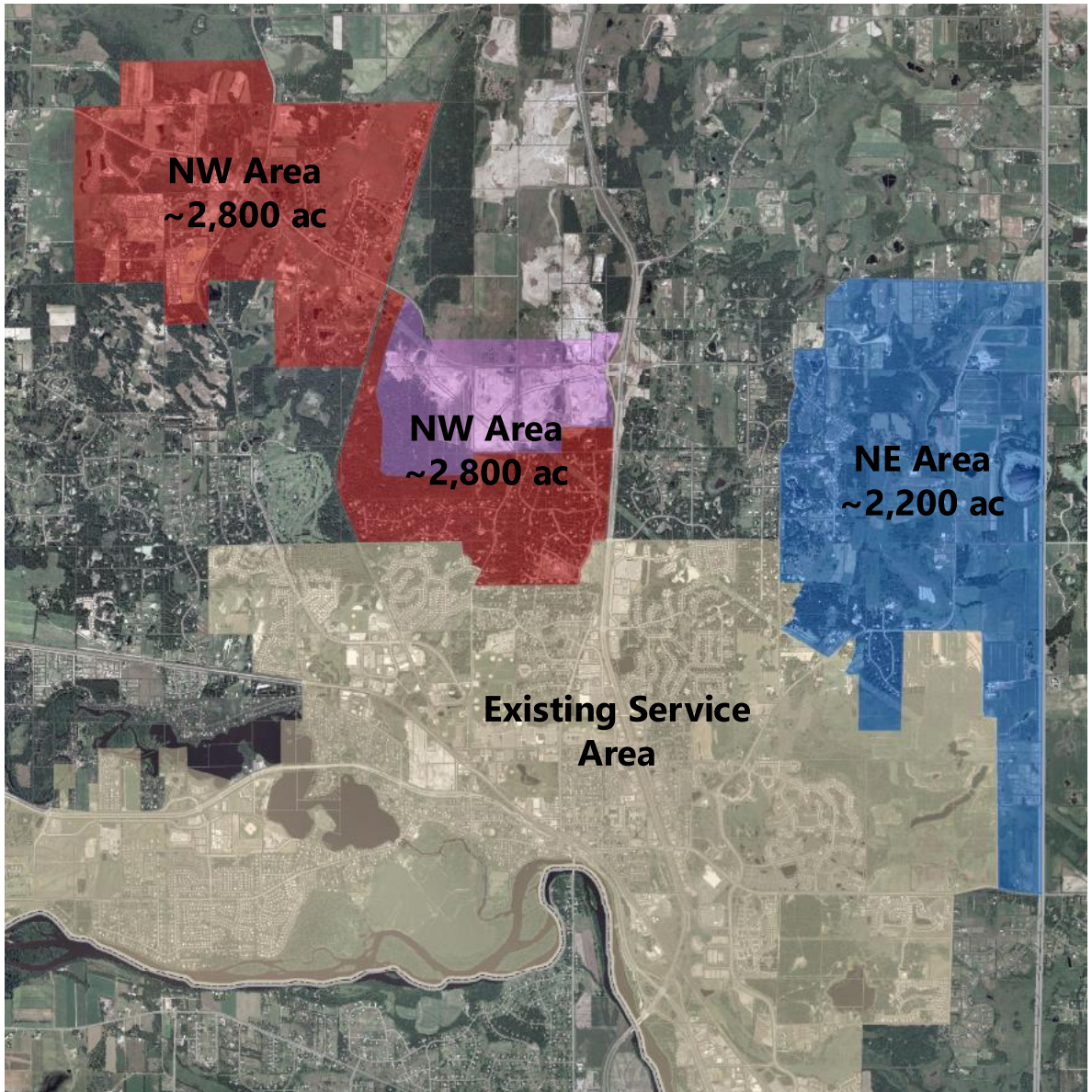


- **Feasibility Study completed by Elk River in 2023 (Northeast and Northwest Urban Service Area Expansion Study)**
 - Projected sewer and water demands
 - Recommended infrastructure required

Findings:

- Existing sewer system not sized for development areas
- Dedicated trunk infrastructure required
- Significant capital investment

2023 Study Areas

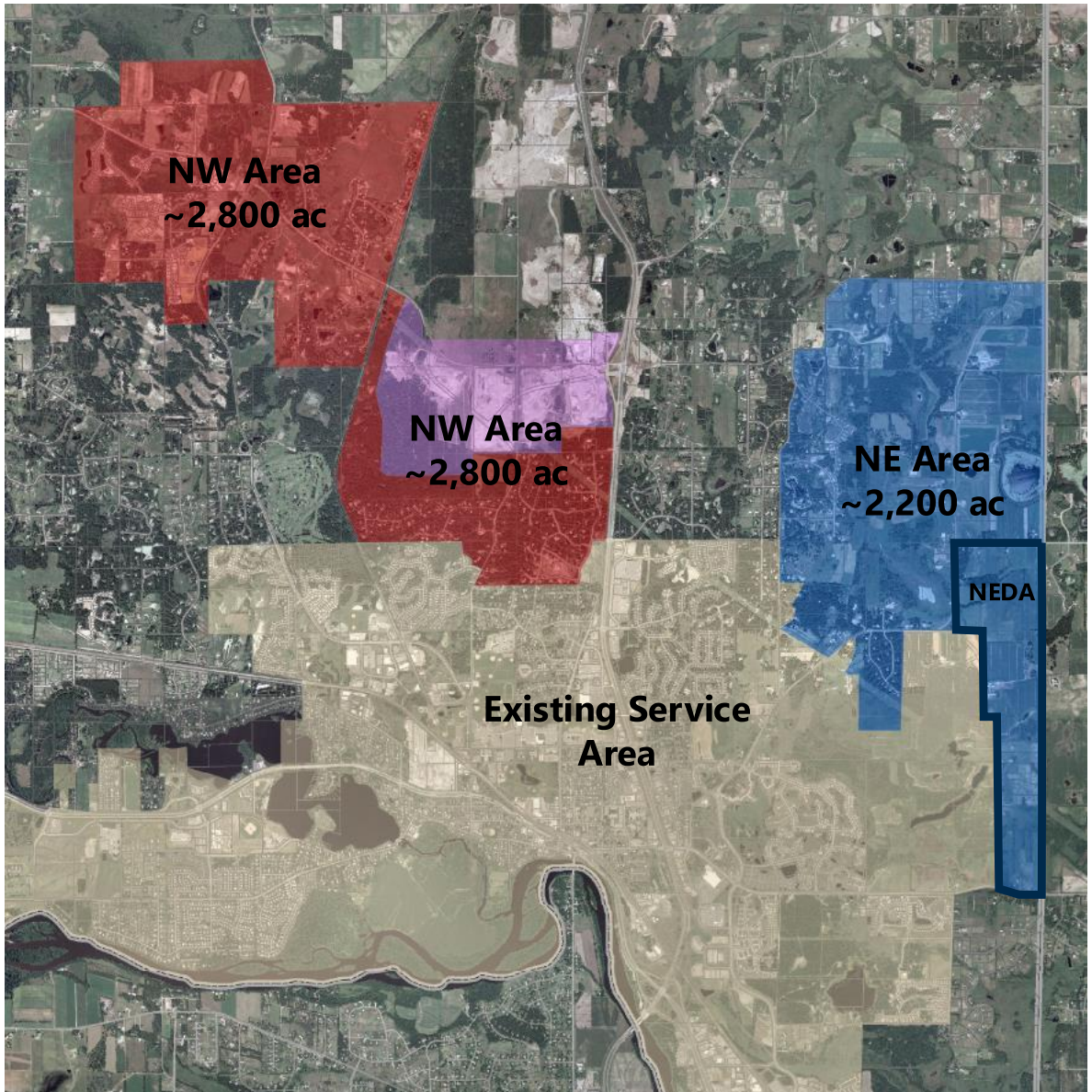


Northeast Development Area (NEDA) Study

- Interest in developing a smaller portion of the NE area
- Prompted re-evaluation of the area's serviceability

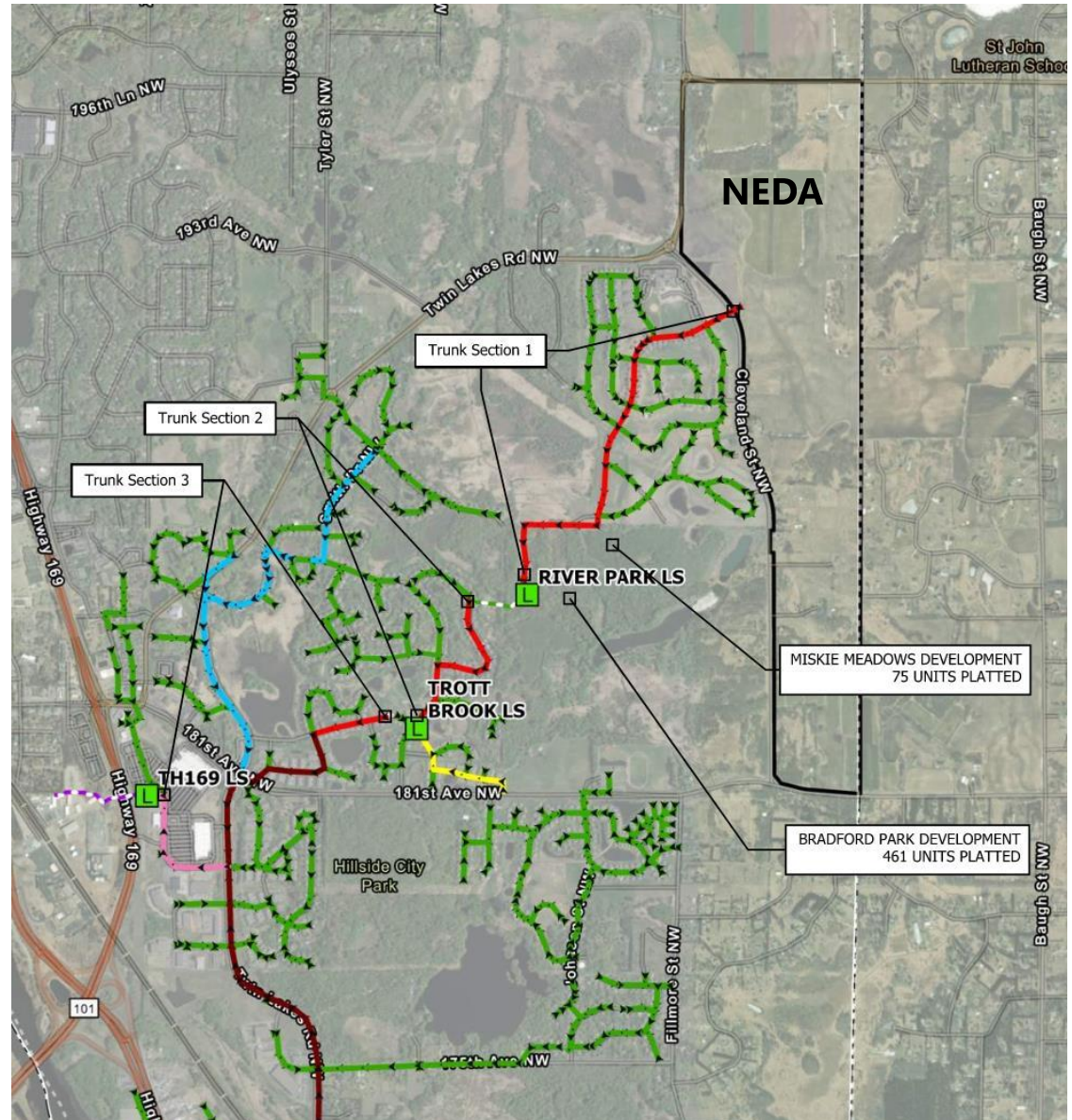


Northeast Development Area Study (NEDA)



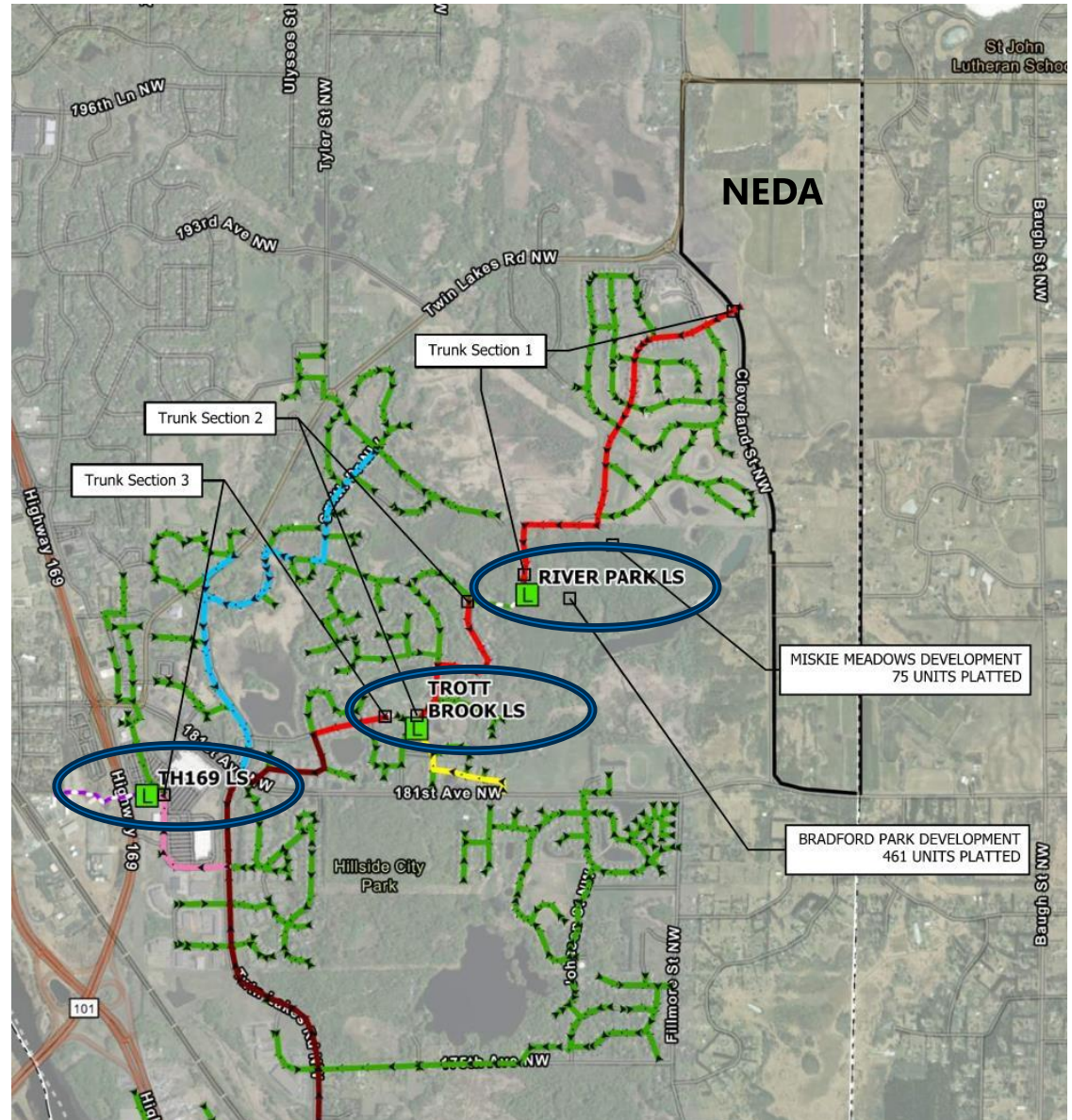
Sanitary Sewer Analysis

- Three Lift Stations:
 - River Park
 - Trott Brook
 - TH 169
- Trunk Sewer:
 - 12-24" diameter



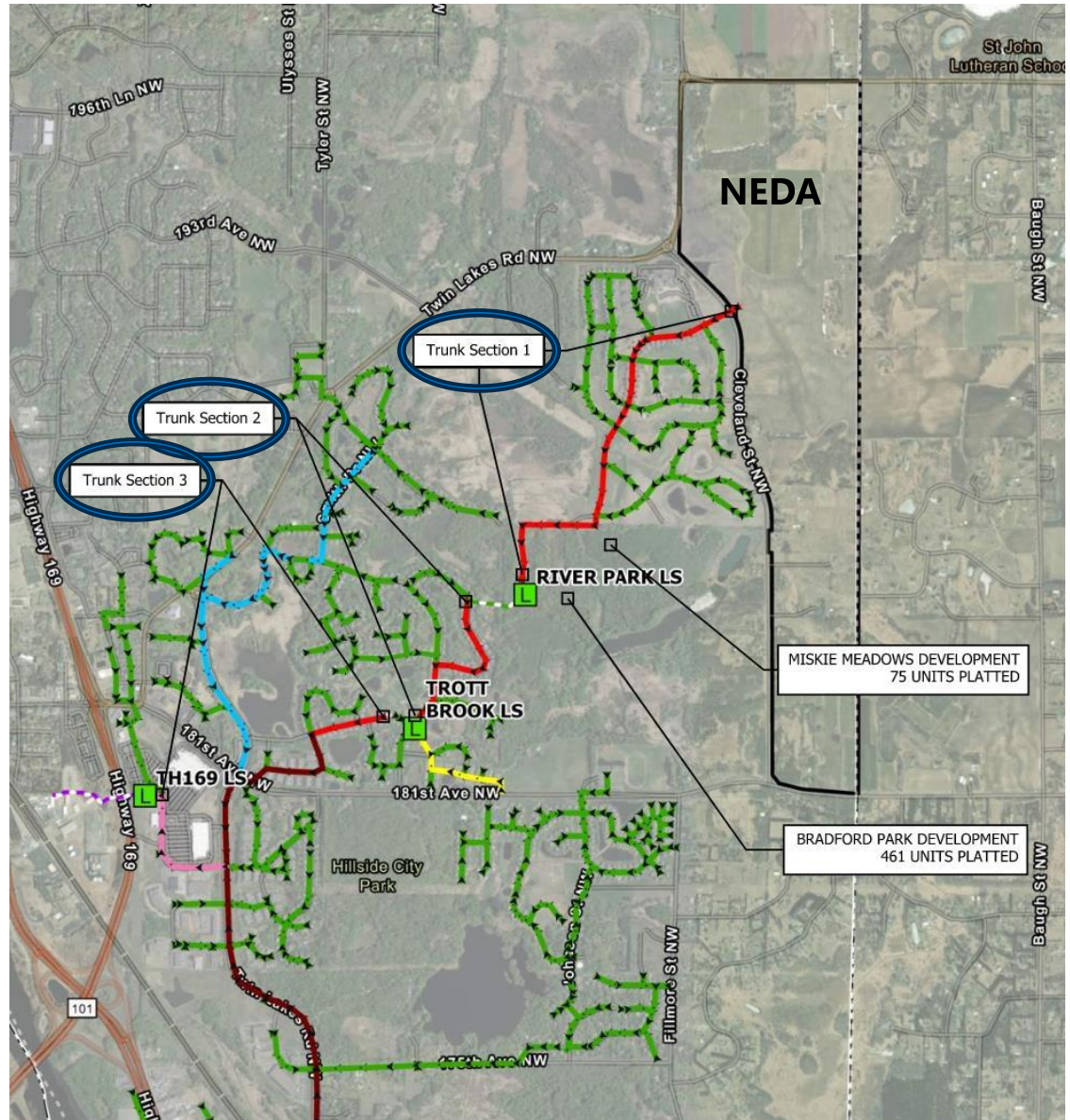
Sanitary Sewer Analysis

- Three Lift Stations:
 - River Park
 - Trott Brook
 - TH 169
- Trunk Sewer:
 - 12-24" diameter



Sanitary Sewer Analysis

- Three Lift Stations:
 - River Park
 - Trott Brook
 - TH 169
- Trunk Sewer:
 - 12-24" diameter



Lift Station Assessment

Parameter	River Park	Trott Brook	TH 169
# of Pumps	2	2	2
Pump 1 Capacity (gpm)	388	1,060	1,660
Pump 2 Capacity (gpm)	813	1,683	1,660
Firm Pumping Capacity (gpm)	388	1,060	1,660

Lift Station Assessment

EXISTING

Parameter	River Park	Trott Brook	TH 169
# of Pumps	2	2	2
Pump 1 Capacity (gpm)	388	1,060	1,660
Pump 2 Capacity (gpm)	813	1,683	1,660
Firm Pumping Capacity (gpm)	388	1,060	1,660
Peak Hourly Flow (gpm)	251	710	1,490
Residual Capacity (gpm)	137	350	170

Lift Station Assessment

	Parameter	River Park	Trott Brook	TH 169
EXISTING	# of Pumps	2	2	2
	Pump 1 Capacity (gpm)	388	1,060	1,660
	Pump 2 Capacity (gpm)	813	1,683	1,660
	Firm Pumping Capacity (gpm)	388	1,060	1,660
	Peak Hourly Flow (gpm)	251	710	1,490
	Residual Capacity (gpm)	137	350	170
PRE-NEDA	Peak Hourly Flow (gpm)	423	710	1,490
	Residual Capacity (gpm)	-35	350	170

Lift Station Assessment

Parameter	River Park	Trott Brook	TH 169
# of Pumps	2	2	2
Pump 1 Capacity (gpm)	388	1,060	1,660
Pump 2 Capacity (gpm)	813	1,683	1,660
Firm Pumping Capacity (gpm)	388	1,060	1,660
Peak Hourly Flow (gpm)	251	710	1,490
Residual Capacity (gpm)	137	350	170
Peak Hourly Flow (gpm)	423	710	1,490
Residual Capacity (gpm)	-35	350	170
Peak Hourly Flow (gpm)	583	932	1,490
Residual Capacity (gpm)	-195	128	170

EXISTING

PRE-NEDA

POST-NEDA

Lift Station Assessment

	Parameter	River Park	Trott Brook	TH 169
EXISTING	Peak Hourly Flow (gpm)	251	710	1,490
	Residual Capacity (gpm)	137	350	170
PRE-NEDA	Peak Hourly Flow (gpm)	423	710	1,490
	Residual Capacity (gpm)	-35	350	170
POST-NEDA	Peak Hourly Flow (gpm)	583	932	1,490
	Residual Capacity (gpm)	27	128	170

- River Park lift station can handle pre-NEDA flows.
- Upsize smallest pump from 388 gpm to 610 gpm in the River Park lift station before NEDA development moves forward.
- Peak flow estimates are conservative.

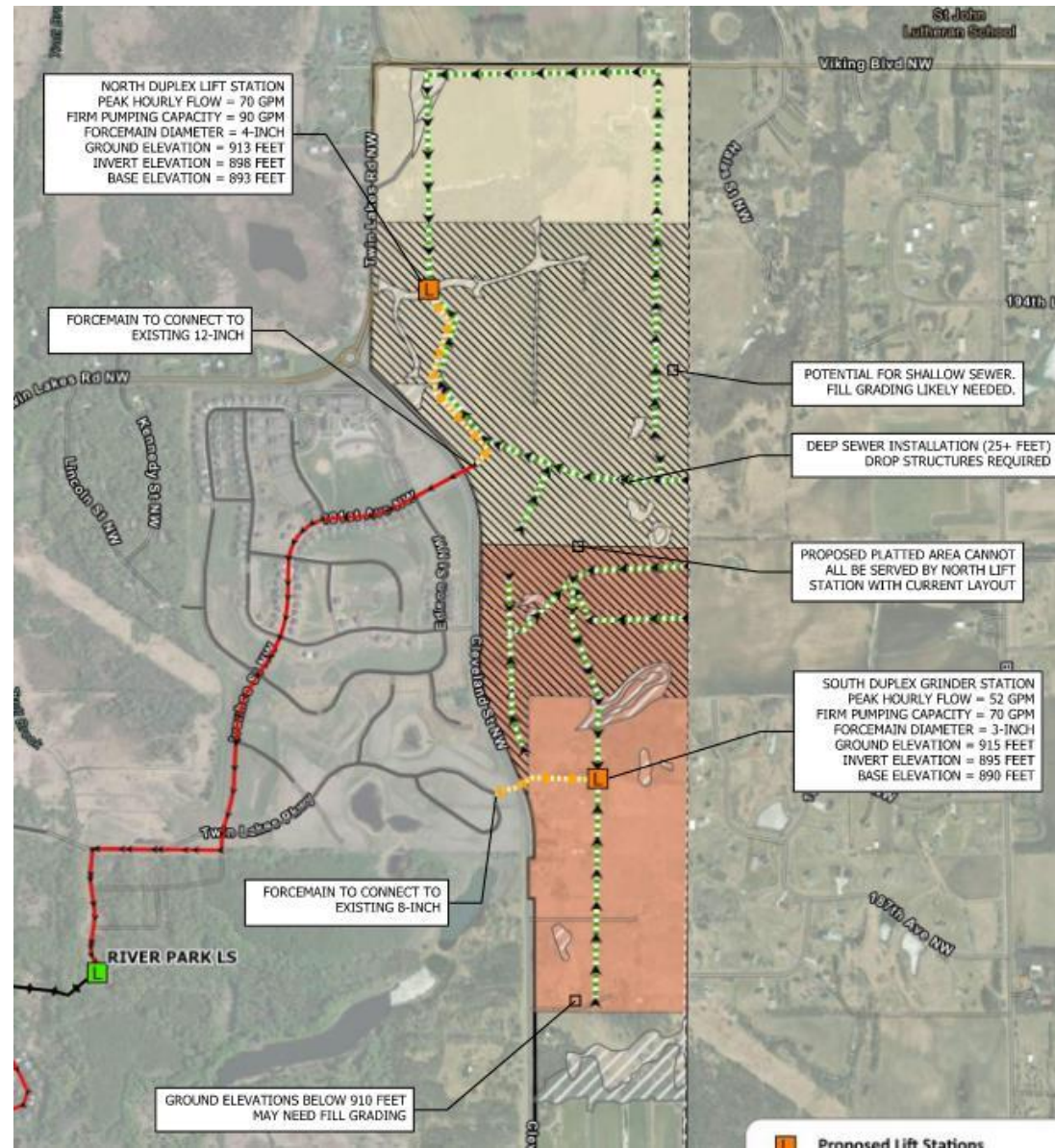
Trunk Sewer Assessment

	Parameter	Section 1	Section 2	Section 3
	Description	NEDA to River Park	River Park to Trott Brook	Trott Brook to TH 169
PRE-NEDA	Pipe Diameter Range (inches)	12	12	12 - 24
	Minimum Pipe Capacity (gpm)	585	803	2,284
	Peak Hourly Flow @ limiting section (gpm)	215	419	1,061
	Residual Capacity (gpm %)	370 63%	384 48%	1,223 54%
POST-NEDA	Peak Hourly Flow @ limiting section (gpm)	305	640	1,061
	Residual Capacity (gpm %)	280 48%	162 20%	1,223 54%

- Post-NEDA flow includes River Park lift station upsizing to 610 gpm.

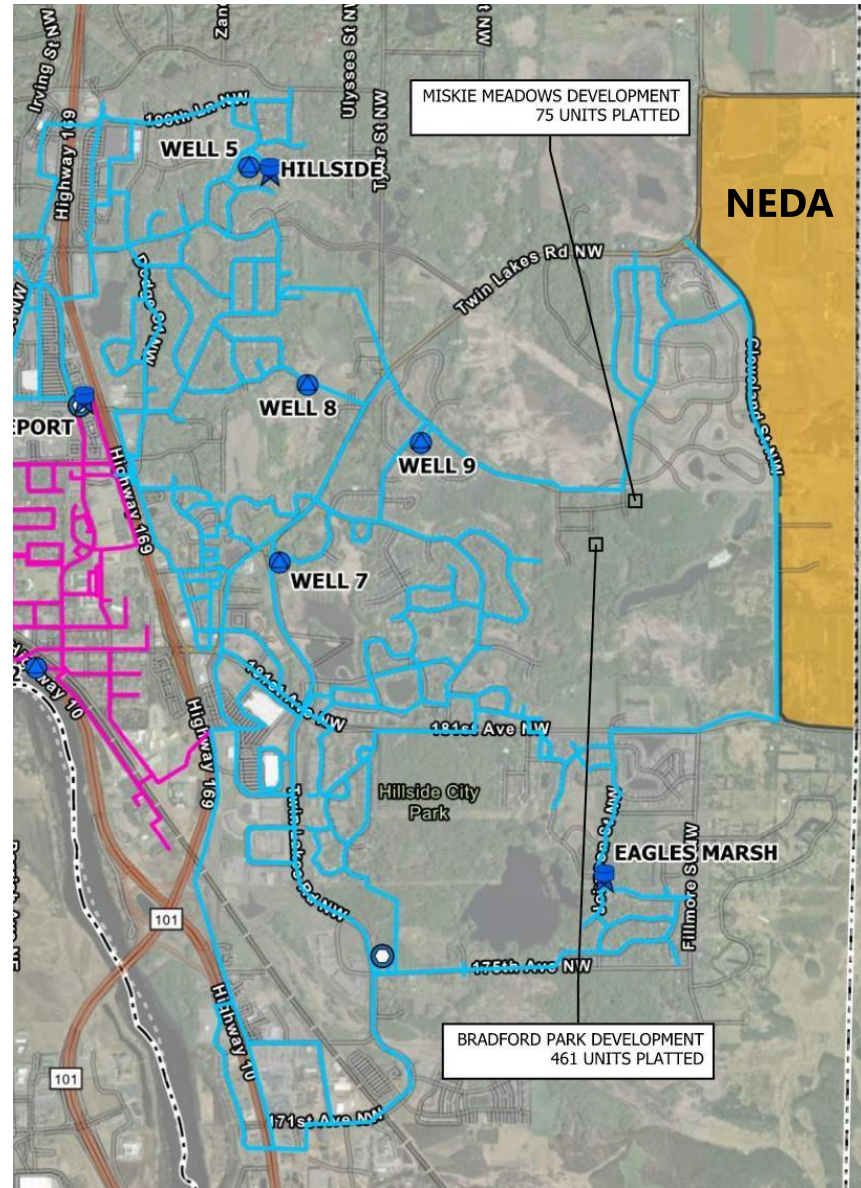
NEDA Sewer Infrastructure

- Two small lift stations.
- 8-inch gravity pipe.



Distribution System Analysis

- Five wells.
- Four water treatment plants.
- Two water towers.



Well and Treatment Assessment

Parameter	Wells	Treatment
Firm Capacity (gpm)	3,400	3,570
Total Capacity (gpm)	4,250	4,250

Well and Treatment Assessment

	Parameter	Wells	Treatment
EXISTING	Firm Capacity (gpm)	3,400	3,570
	Total Capacity (gpm)	4,250	4,250
	Maximum Day Demand (gpm)	2,826	2,826
	Residual Capacity (gpm)	574	744
PRE-NEDA	Maximum Day Demand (gpm)	2,980	2,980
	Residual Capacity (gpm)	420	590
POST-NEDA	Maximum Day Demand (gpm)	3,085	3,085
	Residual Capacity (gpm)	315	485

- Additional wells or treatment not needed to serve the NEDA.
- System also has storage surplus of ~300,000 gallons post-NEDA.
- Projections only include Miskie Meadows, Bradford Park, and NEDA.

Recommendations and Opinion of Probable Cost

- River Park Lift Station 610 Pump Upgrade:

Proposed Improvement	Cost
610 gpm sanitary sewer pump (single pump) ⁽¹⁾	\$40,000
Bypass Pumping	\$4,000
Mobilization/Demobilization/Installation	\$6,000
Construction Subtotal	\$50,000
Construction Contingency (10%)	\$5,000
Indirect Cost (8%)	\$4,000
Total Opinion of Probable Construction Cost	\$59,000

(1) Includes: pump with explosion proof motor, power cable, discharge elbow, guide brackets, cable holder, lifting chain with hook, and pump monitoring (to be installed in control panel).

- Other improvements:
 - Replacing the large pump in River Park for a 610 gpm pump (not required).
 - Development-specific improvements (developer driven).
- Recommendations:
 - Capping residential development density to 2 units/acre.

Questions?

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