



City Council

Regular Meeting & Work Session Agenda

Monday, April 15, 2024
6:00 PM or immediately following
the EDA meeting
(whichever is later)
Elk River City Hall

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

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 March 18, 2024, Regular Minutes

4.2 April 1, 2024, Regular Minutes

4.3 April 8, 2024, Board of Appeal Minutes

4.4 Check Register

4.5 Parks and Recreation Park Steward Guidelines Policy Update

4.6 Hire Fire Department Administrative Assistant

4.7 Engineering Division Staffing

4.8 Escrow Agreement: Trellis - Clear Sky Apartments

4.9 Pay Estimates

4.10 Wastewater Settlement Agreement

4.11 Employee Resignation/Retirement Severance and Waiver of Claims

4.12 Temporary On-Sale Liquor License - Aegir Brewing Co.

4.13 Hire Police Department Secretary/Receptionist

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 Retirement Recognition: Perry Milless
- 6.2 City of Elk River Volunteer of the Month
- 6.3 Energy City Commission Interviews
- 6.4 Proclamation: Fair Housing Month
- 6.5 Introduction of New Employees

7. PUBLIC HEARINGS

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

- 7.1 Ordinance Amendment: Freestanding Signage Along Highway 169 - City of Elk River
- 7.2 Ordinance Amendment: Lot Line Adjustments and Platting Small Parcels - Ken Beaudry

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 Energy City Commission Appointment
- 8.2 Consumption and Display License: Pinewood Golf Club

9. MOTION TO ADJOURN REGULAR MEETING

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

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

- 10.1 EAB Draft Management Plan

11. MOTION TO ADJOURN

12. INFORMATION

- 12.1 Investment report - 1st quarter 2024
- 12.2 Financial report - March

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, March 18, 2024**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Matt Westgaard, Councilmember Cory Grupa

Members Absent: None

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

Others Present: City Attorney, Jared Shepherd

1. CALL MEETING TO ORDER

The meeting was called to order at 6:11pm.

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

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

4. CONSENT AGENDA

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve the Consent Agenda. Motion carried 5-0.

4.1 Minutes

**The March 4, 2024, Closed Meeting Minutes.
The March 4, 2024, Regular Meeting Minutes.**

4.2 Check Register

The check register outlined in the staff report for the period ending March 18, 2024.

4.3 Annual Approval Electing Not to Waive the Statutory Tort Limits for Liability Insurance

Elect not to waive the statutory tort limits for liability insurance, per Resolution 13-

34.

4.4 Pay Estimates

The pay estimates detailed in the staff report.

4.5 Lease Agreement: GLG Elk River, LLC - Spikes

The Parking Lot Lease Agreement, 24-06, with GLG, Elk River, LLC/Spikes and Houles.

4.6 2024 Equipment Replacement Fund Purchase - Cat Compact Track Loader

The 2024 Street Maintenance Division equipment replacement purchase for a Caterpillar 255 Compact Track Loader with an HM316 Forestry Mulching attachment for \$90,370, as scheduled in the Capital Improvement Plan.

5. OPEN FORUM

No one appeared for Open Forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 City of Elk River Volunteer of the Month

Mayor Dietz presented the March Volunteer of the Month award to Jackie Sadowski. He highlighted the following:

- St. Andrew's Fall Festival co-chair or Committee member, 2008-2023
- Parish Council member, 2017-current
- St. Andrew's sacristan/Eucharistic minister, 2019-present
- United Way event coordinator of 11 years
- Conference coordinator for Women in New Evangelization
- Worked on Fall BBQ committee at Federal Cartridge

7. PUBLIC HEARINGS

7.1 Simple Plat Of Thompson Third Addition

Mr. Leeseberg presented the staff report.

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

Moved by Councilmember Wagner and seconded by Councilmember Westgaard to adopt Resolution 24-17 approving the final plat of Thompson Third Addition with the following conditions:

1. **Park Dedication Fees shall be paid for one dwelling unit at the rate applicable when the subdivision is released for recording**
2. **A trail easement of 30-feet along 221st Avenue for a future trail shall be drafted by the city attorney and recorded against the property.**

Motion carried 5-0.

- 7.2 Conditional Use Permit: Amend CUP 19-14 to Allow an Additional Structure for Office Space, Auto-Body Works, Inc., 21475 Highway 169

Mr. Leeseberg presented the staff report.

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

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve the Conditional Use Permit with the following conditions to satisfy the standards set forth in Section 30-654:1.

1. **Approved Conditional Use Permits CU 16-09 & CU 19-14 shall be terminated and become void.**
2. **The buildings shall be inspected by the city building official and fire marshal to verify compliance with all building and fire codes.**
3. **All septic systems must provide a certificate of compliance or notice of noncompliance for the existing septic system and must be signed by a licensed inspection company or by a qualified employee certified as an inspector who is authorized by the local unit of government. The certificate of compliance or notice of noncompliance must be submitted to the local unit of government no later than 15 days after any compliance inspection.**
4. **There shall be no repair or maintenance of vehicles outside the buildings.**
5. **All customer vehicles shall be stored inside structures or within the screened outdoor storage area as shown on the staff site plan dated March 18, 2024.**
6. **The outdoor storage area shall be completely enclosed with a six-foot high 100% opaque fence by April 1, 2024. Gates shall be closed when not in use.**
7. **There shall be no repair or maintenance of vehicles outside of buildings.**
8. **Car, truck, RV, and marine sales shall not be allowed.**
9. **The Conditional Use Permit must be recorded by April 15, 2024.**

Recording

As the property is currently being utilized without the prior CUPs being recorded, the city needs assurance the property will become compliant in a reasonable timeframe. Upon approval, this CUP shall be recorded by April 15, 2024, or the city may begin the revocation process.

Motion carried 5-0.

- 7.3 Conditional Use Permit: Cargill, Agricultural Research Facility (Dairy Barn) - 10700 165th Ave NW
- Mr. Leeseberg presented the staff report.

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

Moved by Councilmember Beyer and seconded by Councilmember Wagner to approve the Conditional Use Permit authorizing an agricultural research facility at 10700 165th Ave NW, with the following conditions to satisfy the standards set forth in Section 30-654:

- The facility must meet all state and local building codes consistent with an agricultural research operation.
- Prior to releasing the building permit, the applicant must demonstrate compliance with all MPCA and EPA requirements.

Motion carried 5-0.

- 7.4 Conditional Use Permit: Allow Development of Commercial Cannabis Cultivation Facility at 10700 165th Avenue

Mr. Leeseberg presented the staff report.

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

There was a discussion regarding the possible odor from the facility. Mark Doherty, Vice President of Vireo Health was present, and he stated each cultivation room would be a room within a room and have a positive-pressure HVAC system. This system would allow them to direct the air in the facility where they want it to go and through that, if they have to exhaust any air, they would be able to scrub the air, clean it up, and remove any odor before it is released.

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve conditional use permit authorizing establishment of a commercial cannabis cultivation facility along with the following conditions to satisfy the standards set forth in Sec. 30-654:

1. The facility must comply with all licensing and operating procedures required under Minnesota Statutes Chapter 342.
2. The Conditional Use Permit may be issued prior to the applicant having received all necessary state permits and licenses, but the applicant shall submit proof of obtaining all state permits prior to beginning cultivation operations.
3. Issuance of this CUP does not exempt the applicant from all standards outlined in state statute.
4. The operation/building must connect to city sewer and water and pay the required SAC/WAC fees in accordance with city codes.
5. Construction activities will require signed plans prepared by a qualified professional.

Motion carried 5-0.

7.5 Ordinance Amendment: Commercial Signage Along Highway 169

Mr. Leeseberg presented the staff report.

Mayor Dietz opened the public hearing. There being no one to speak to this issue, Mayor Dietz continued the public hearing to the April 15, 2024, City Council meeting.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to continue Item 7.5 Ordinance Amendment: Commercial Signage Along Highway 169 to the April 15, 2024, City Council meeting. Motion carried 5-0.

8. GENERAL BUSINESS

8.1 Resolution: Hazardous Property Order

Mr. Shepherd presented the staff report.

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve Resolution 24-18 ordering repair or removal of hazardous conditions at 19176 Kent Street NW. Motion Carried 5-0.

8.2 Trott Brook Farms Park Playground

Mr. Stremcha presented the staff report.

Councilmember Westgaard asked how it would be funded. Mr. Stremcha stated it would come out of the Park Dedication Fund, which has \$125,000 allocated in the Capital Improvement Plan and the project came in at \$118,000.

Moved by Councilmember Westgaard and seconded by Councilmember Wagner to approve playground concept #3 to replace the playground at Trott Brook Park Playground. Motion carried 5-0.

9. MOTION TO ADJOURN REGULAR MEETING

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

The regular meeting adjourned at 6:36 p.m. Mayor Dietz called the work session to order at 6:41 p.m.

10. WORK SESSION – UPPER TOWN CONFERENCE ROOM

10.1 225th Avenue and Highway 169 Intersection Concerns

Mr. Femrite presented the staff report, explaining the safety concerns regarding this intersection, historic planning, limitations, and timelines around potential future improvements.

Mr. Femrite explained the long-term vision of the I69 corridor and referred to a 2008-2012 study both from the EAW and Geometric Alignment that was done for the Highway I69 corridor from the Mississippi River/Highway I01/Highway I0 to the interchange in Zimmerman. That study called for ultimate improvements along the Hwy I69 corridor to go to freeway style, where all the at-grade intersecting points would be eliminated and would change to access controls to future interchanges. The future interchange location identified in that study in the northern part of Elk River would put it just south of 225th Avenue more closely located to 221st Avenue which would then include and require connections for frontage road improvements through the general mining area and once those mining areas are reclaimed the system of local roadway would get reconstructed. MnDOT has further reviewed the existing configuration in this location and committed to a safety audit of these connections in this part of the corridor as a starting point. Mr. Femrite further stated that it is within the local governing body to be able to support MnDOT and push for more funding and MnDOT's controls to improve the safety of the corridor. There is little we can do on the local level to fund the level of full interchanges and bear the costs. We need to look to our federal and state partners to put more money towards those programs.

Mayor Dietz asked in order for change to happen would it have to rise up on MnDOT's Radar somehow and if so inquired how that could be done. He further asked do they have a plan in place and a time frame. Mr. Femrite responded that it is in the planning document that guides future decisions. There are a lot of economics around it and it is hard to say when it would be ready.

Councilmember Grupa asked if there is anything that can be done in the meantime. Mr. Femrite answered that would be part of the safety audit for MnDOT to identify what could be done now.

Todd Curtis, 10988 235th Ave NW, noted he had a conversation with MnDOT they stated they would probably not support a J-turn but possibly install an acceleration lane and a cable barrier north of the landfill. Mr. Curtis also expressed his safety concerns and concerns regarding the fast speed of traffic.

Martin Loso, 11125 233rd Ave NW, is concerned regarding the road's decline as it approaches 225th. He stated when going westbound from 225th it is a steep slope and is dangerous especially in slippery conditions.

Ben Fisher, 11139 235th Ave NW, father of the child who passed away in the recent car accident at this intersection suggested Waste Management change their entry/exit access point to the landfill from that intersection. He expressed concerns regarding going southbound from that intersection especially with a lot of commercial and ERX traffic, noting there is not a good way for traffic to travel southbound from the intersection.

Mayor Dietz stated the landfill will be closed by the end of 2030 and he is not sure if they would do anything regarding their traffic.

Councilmember Westgaard asked if about Waste Management's long-term plans regarding the Livonia Township site and whether they intend to still use this access point.

Mayor Dietz asked staff to talk with Waste Management and Livonia Township about the landfill

expansion.

Erin Fischer, 11139 235th Ave NW, whose son passed away in the car accident in this intersection, stated she appreciates everyone looking at the matter and the safety concerns. She stated there is always a different safety situation that you have to handle when using this intersection. She does think the acceleration lane would be a good short-term fix. She further stated the hill is a safety concern along with many other concerns regarding this area.

Mayor Dietz expressed his condolences and gave their neighborhood credit to speak up to MnDOT regarding this issue.

The Council stated they did bring the issue to the State Representatives as well.

Todd Curtis, 10988 235th Ave NW, added that some of the haulers get to the landfill before 6:00 a.m. and they stack up in the turn lane and causes problems. The Council direct staff to talk to the landfill about this issue.

10.2 Yale Street and Yale Court Accessibility

Mr. Sandhoefner presented the staff report.

The Council discussed the potential street connection of Yale Court to Yale Street between 170th and 171st Ave.

Mayor Dietz asked how it would be funded. Mr. Sandhoefner answered Municipal State Aid funds.

Councilmember Westgaard asked about the land acquisition. Mr. Sandhoefner said the City of Elk River owns the land already.

Councilmember Westgaard questioned if more traffic would be going down Yale Street by only doing part of the project.

Councilmember Wagner agreed and stated she did not see the benefit of only doing part of the project.

The Council directed staff to get neighborhood input first then bring it back to the Council.

10.3 Proposed Missing Middle Housing Legislation

Mr. Portner presented the staff report.

The Council discussed proposed legislation regarding zoning and housing regulations and the limitations it would make for the city level to make decisions on housing development. The Council asked staff what they recommended. Staff recommended not supporting it.

The Council does not see how these housing regulations would benefit the city.

The Council directed staff and the city attorney to draft a letter to representatives noting we do

not support the proposed legislation.

10.4 Parks and Recreation Commission Ordinance and Conflict of Interest in Multipurpose Facility Advisory Commission Ordinance

Mr. Portner presented the staff report.

The Council directed staff to bring the ordinance back to the Parks and Recreation Commission with a clean copy to go through again, then bring it back to the Council at the April 15, 2024, City Council meeting.

The Council discussed the conflict of interest regarding the fee schedule and whether the Multipurpose Facility Advisory Commission (MFAC) should be recommending fees and voting on contracts. They also discussed the purpose of the commission and the make-up of the members, whether they should be representatives from the various groups or all at-large representatives.

There was discussion regarding contracts and fees in general whether there should be contracts or negotiations at all or just set rates.

The Council asked the city attorney if any contract and fee decisions could be removed from the duty of the MFAC and have those decisions be recommended by staff and go directly to the Council. The city attorney stated that is what he would recommend along with more training for the Commission on the purpose and rules of the Commission.

10.5 Ordinance: Park Trail Closure

Mr. Portner presented the staff report.

The Council discussed and agreed to set an ordinance regarding trail closures and being able to enforce the ordinance during the trail closure.

10.6 Council/Staff Annual Retreat Discussion Topics

Mr. Portner presented the staff report and suggested the following topics to be discussed at the retreat:

- 1) MN Affordable Housing Aid Grant Use
- 2) MN Public Safety Aid Grant Use
- 3) SWOT Analysis, staffing models, and job description revisions.
- 4) Master Planning: Parks and Fire Station #1
- 5) Northbound Capital Improvement Plan

The Council reviewed and discussed the topics to be reviewed at the retreat, agreed to the list, and decided to add the following to the list: Interior Design at the Furniture and Things Community Event Center and a summary of the ARPA funds.

II. MOTION TO ADJOURN

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

The meeting adjourned at 8:08 p.m.

Minutes prepared by Jolene Richter.

12. INFORMATION

12.1 February Financial Reports

John J. Dietz, Mayor

Tina Allard, City Clerk



**Meeting of the City Council
Held at the Elk River City Hall
Monday, April 1, 2024**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Matt Westgaard, Councilmember Cory Grupa

Members Absent: None

Staff Present: City Administrator Cal Portner, Economic Development Director Brent O'Neil, and Records Specialist Katie Porath

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting of the Elk River City Council was called to order at 6:32 p.m.

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to approve the agenda. Motion 5-0.

4. CONSENT AGENDA

Mayor Dietz asked about Item 4.8, Change Order for the 2023 Street Improvement Project, if the city should wait to get easements and do the whole thing at the same time.

Mr. Portner explained that the item was extending the contract to maintain prices.

Moved by Councilmember Beyer and seconded by Councilmember Grupa to approve the consent agenda. Motion Carried 5-0.

- 4.1 Approve the Check Register as outlined in the staff report.
- 4.2 Approve an amendment to the city Code of Ordinance 24-08 for park trail closure.
- 4.3 Appoint Joy Goodwin to the Parks and Recreation Commission with a term ending 2/28/26.
- 4.4 Approve the hiring of David Dahl to the position of Street Maintenance Operator effective April 2, 2024.
- 4.5 Approve a grant agreement with the Minnesota Department of Public Safety from April 15, 2024, through June 30, 2025, for a traffic safety vehicle. Resolution 24-19

- 4.6 Approve the Solid Waste Facility License for Waste Management's Elk River landfill Agreement 24-07
- 4.7 Approve the 2024 Sherburne County SCORE Grant funding Agreement 24-08 for the operation of the Elk River yard waste site.
- 4.8 Approve Change Order 3 for the 2023 Street Improvement Project.
5. OPEN FORUM
No one appeared for Open Forum.
6. PRESENTATIONS, AWARDS, AND RECOGNITION
There were no presentations, awards, or recognitions.
7. PUBLIC HEARINGS
There were no public hearings.
8. GENERAL BUSINESS
8.1 Discuss Work Session Items
Mayor Dietz presented the staff report. There were no additions to the work session items.
9. COUNCIL LIAISON UPDATES
9.1 Council Liaison Updates
The Councilmembers provided updates as outlined in the respective advisory board's minutes.
Councilmember Westgaard commented that he would not be at the April 15, 2024 City Council meeting. He added that he would not be seeking re-election for another term as councilmember.
Mayor Dietz invited the council to the Annual Boy Scout breakfast May 16, 2024 from 7:00 a.m.-8:00 a.m.
10. MOTION TO ADJOURN REGULAR MEETING
Moved by Councilmember Beyer and seconded by Councilmember Grupa to adjourn the regular meeting of City Council. Motion carried 5-0.
The regular meeting adjourned at 6:43 p.m.
Councilmember Wagner arrived following the Closed HRA Meeting.
Mayor Dietz called the work session to order at 6:54 p.m.
11. WORK SESSION – UPPER TOWN CONFERENCE ROOM

11.1 Policy: Tax Increment Financing for Housing

Mr. O'Neil presented the staff report. He sought direction for the Council's position for the use of TIF for housing projects.

Councilmember Westgaard stated he prefers TIF for economic development purposes the increase the tax base and creates jobs.

Councilmember Grupa agreed with Councilmember Westgaard.

Councilmember Westgaard added that for housing use like the former Saxon property its use was due to it being a blighted property.

Councilmember Wagner stated that housing should be built on its own merits. Until we have a new housing study that shows a need.

Councilmember Beyer echoed other's comments and agreed the Saxon property was an eyesore.

Mayor Dietz indicated we currently didn't have a need to subsidize housing.

The Council consensus was there was no desire to use TIF for housing projects.

11.2 Tax Increment Financing Reimbursement: Main Street & Gates Avenue

Mr. O'Neil presented the staff report. He asked the Council's opinion on looking into a TIF district or abatement to recover the \$1.3 million used by the HRA to prepare the Main Street and Gates Avenue project area for development. The time limit of creating a TIF district to recover these costs (three years) has passed, so a statutory exception would need to be pursued through a legislative request.

Mayor Dietz asked why this was not brought before the Council before the three-year period was up. Mr. O'Neil responded that a project in had was required. Without a project, the clock was ticking.

The Council was supportive of looking at options to recover costs. Staff will prepare a written request to legislators asking for an extension and have the Council sign it.

11.3 Direction on Affordable Housing

Mr. O'Neil presented the staff report. Duffy Development asked if the city would consider developing a formal community development initiative for housing addressing goals based on geographic needs and affordability. This is not something that the Comprehensive Plan addresses.

Councilmember Westgaard noted that a housing plan could go into more detail regarding specific locations and types of housing as well as discussing a full spectrum of housing costs that would meet the needs of all levels of employees within a company.

Mr. O'Neil presented the option of partnering with the third party who is conducting the housing

study for Sherburne County. He could reach out to the county to discover what type of data they are collecting, assess if it would be helpful in answering Elk River housing related questions, and ask if extra money could be added to go more in depth on areas that are of interest to the city.

12. MOTION TO ADJOURN

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

The meeting adjourned at 7:24 p.m.

Minutes prepared by Katie Porath.

John J. Dietz, Mayor

Tina Allard, City Clerk



**Meeting of the City Council
Held at the Elk River City Hall
Monday, April 8, 2024**

Members Present: Mayor John Dietz, Councilmember Jennifer Wagner, Councilmember Mike Beyer, Councilmember Matt Westgaard, Councilmember Cory Grupa

Members Absent: None

Staff Present: City Clerk Tina Allard and Deputy City Clerk Jolene Richter

Also Present: County Assessor Michelle Moen, Deputy County Assessor David Selbitschka, Residential Appraisers Bill Holker and C.J. Kopetka

1. CALL MEETING TO ORDER

Pursuant to due call and notice thereof, the meeting of the Elk River City Council was called to order at 6:00 p.m. by Mayor Dietz.

2. PLEDGE OF ALLEGIANCE

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

3. SHERBURNE COUNTY ASSESSOR'S REPORT

3.1 City Staff Report

Sherburne County Assessor Michelle Moen discussed the assessment procedures.

4. HEAR APPEALS SUBMITTED BY ATTENDEES

1. Greg Hall

PID: 75-00527-0150 (14122 190 1/2 Circle NW)

Mr. Hall objected to the market value of his property feeling it was too high. Mr. Kopetka recommended a site visit, which Mr. Hall agreed to allow.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to vote no change to 75-00527-0150. Motion carried 5-0.

2. Ben Flage

PID: 75-00431-0412 (11782 194th Ave NW)

Mr. Flage objected to the market value of his property feeling it was too high. He reviewed Zillow estimates, which he'd did acknowledge were typically higher than actual values. Mr. Holker recommended a site visit, which Mr. Flage agreed to allow.

Moved by Councilmember Beyer and seconded by Councilmember Westgaard to vote no change. Motion carried 5-0.

3. William Mahan
PID: 75-00690-0142 (13321 196th Ave NW)

Mr. Mahan stated that the property has gone up substantially and handed out four comparisons to the board.

Councilmember Westgaard clarified that the land value has gone up compared to building value.

Mr. Mahan stated the last half of the land is useless and has a lot of Ash trees with Ash Borer which may cost him a lot of money to remove and reduce his value.

Mr. Kopetka stated he has not gone out to the property. Mr. Kopetka recommended a site visit, which Mr. Mahan agreed to allow.

Councilmember Westgaard asked what constituted the land value over the last two years. Mr. Selbitshka state that all land was reassessed two years ago as of a market correction.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to vote no change. Motion carried 5-0.

4. David Ness
PID: 75-00505-0152 (21128 York St NW)

Mr. Ness inquired about reducing his tax amount for the previous property tax year. Ms. Moen stated if a person didn't appeal last year when they had the opportunity, they would have to go to tax court to request a reduction. She also suggested the property tax refund options outlined on the back of the tax statements.

Mr. Kopetka noted he completed a site visit this year and had reduced the value.

Moved by Councilmember Grupa and seconded by Councilmember Wagner to vote no change. Motion carried 5-0.

5. Brad and Leah Stevens
PID: 75-00130-1400 (19426 Ogden St NW)

Mr. Stevens objected to the market value of his property feeling it was too high. He stated he had an appraisal done that shows a value of \$355,000, a market supported price of \$374,000 and a fair market value of \$402,000. Mr. Stevens would like it adjusted to \$375,000.

Ms. Moen stated they have not had access to review the appraisal and it has been awhile since they did a site visit. She explained that this type of property has had 20% increases over the last two years.

Mr. Selbitschka explained how they have to look at sales that occurred during the state law required study period. He discussed the seven sales with acreage that sold during this timeframe.

Mr. Stevens provided his appraisal to give to the assessors and he agreed to a site visit.

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to vote no change. Motion carried 5-0.

6. Ken and Stacy Lueck
PID: 75-00510-0615 (11388 198th Ave NW)

Mr. Lueck would like to lower the value of his property to match the values of the homes in his neighborhood feeling they were similar.

Mr. Holker recommended a site visit to assess the property, which Mr. Lueck agreed to allow.

Moved by Councilmember Beyer and seconded by Councilmember Wagner to vote no change. Motion carried 5-0.

7. Gary Kiefenheim
PID: 75-00431-0422 (19425 Irving Circle)

Mr. Kieferheim objected the value of his property. He stated his value in 2022 was \$75,700 and now in 2024 it's \$159,000 and he felt it was too large of a jump. He stated his neighborhood does not have city sewer and water.

County staff noted changes can't be made to previous year's property taxes. The assessor had completed a site visit and did recommend a reduction for the current tax year.

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to lower the value to \$400,963 with the reduction taken from the buildings. Motion carried 5-0.

8. James Angle
PID: 75-00126-2110 (19590 Tyler St NW)

Mr. Angle stated that the inside of his home has been completely destroyed by previous tenants and would like lower value on the home.

Mr. Holker said they were out there last year but not inside and would recommend a site visit inside as well to reassess. Mr. Angle agreed to the site visit.

Moved by Councilmember Wagner and seconded by Councilmember Grupa to vote no change. Motion carried 5-0.

5. HEAR MISC. APPEALS BY COUNTY

The county assessor presented appeals that were submitted in writing.

Moved by Councilmember Westgaard and seconded by Councilmember Beyer to approve the following with the correction to parcel number 75-00912-0225 with the suggested change total value should read \$663,900:

1. Jordan and Amanda Janke
PID: 75-00608-0306 (19331 Rush Ct NW)
Decrease building value by \$7,300
2. Benzinger Properties Inc
PID: 75-00894-0235 (21301 County Road 81)
Increase land value by \$24,400
3. T.H. Construction of Anoka
PID: 75-00901-0120 (18535 Salem St NW)
Increase land value by \$24,600
4. Douglas and Melissa Anderson
PID: 75-00910-0120 (19651 Elk Lake Rd NW)
Increase land value by \$40,000
5. Katherine and Grant Hilyar
PID: 75-00912-0225 (20816 Fresno St NW)
Increase land value by \$31,500
6. Paul and Sandy Peterson
PID: 75-00873-0105 (18094 Fresno St NW)
Increase land value by \$29,300
7. Prime Partners LLC
PID: 75-00901-0260 (18602 Salem St NW)
Increase land value by \$27,200
8. Prime Partners LLC
PID: 75-00901-0145 (18585 Salem St NW)
Increase land value by 27,000
9. Kevin Hagen Jr.
PID: 75-00924-0110 (14226 212th Ave NW)
Increase land value by \$39,000
10. Prime Partners LLC
PID: 75-00901-0305 (18605 Salem St NW)
Increase land value by \$27,200

11. Haley Myers and Seth Johnson
PID: 75-00901-0250 (18592 Salem St NW)
Increase land value by \$27,200

12. Jamie Vale
PID: 75-00412-0230 (624 Irving Ave NW)
Decrease building value by \$17,963

13. Diane and Michael Burns
PID: 75-00494-0155 (16762 Yale St NW)
Decrease building value by \$33,600

Motion carried 5-0.

14. James and Nora Wacek
PID: 75-00123-4300 (19715 Tyler St NW)

Mr. Holker stated Ms. Wacek feels the value should be based on what she paid for the property. Mr. Selbitschka noted the comparable she provided are different from her parcel in land size. Ms. Moen stated they would like to do a site visit.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to vote no change to 75-00123-4300. Motion carried 5-0.

15. Scott Jones
PID: 75-00846-0105 (20927 Elk Lake Rd NW)

Moved by Councilmember Grupa and seconded by Councilmember Westgaard to vote no change to 75-00846-0105. Motion carried 5-0.

16. Carla Barziza
PID: 75-00707-0235 (19451 Rawlins Cir NW)

Moved by Councilmember Westgaard and seconded by Councilmember Grupa to vote no change to 75-00707-0235. Motion carried 5-0.

6. ESTABLISH RECONVENE DATE

No reconvene date was needed.

7. MOTION TO EITHER RECESS OR ADJOURN

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

The meeting adjourned at 7:03 p.m.

John J. Dietz, Mayor

Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.4

Meeting Date
April 15, 2024

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the check register for the period ending April 15, 2024.

Background/Discussion

Shown below is a listing of the disbursements for the various funds for the period ending April 15, 2024. The details of these disbursements are attached to this request for action.

General	\$ 184,816.01
Special Revenue, Debt Service & Capital	227,746.10
Projects	
Enterprise	445,055.74
Escrows	700.00
Total for All Funds	\$ 858,317.85

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
I. 4.4 Check Register

The Elk River Vision

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



VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
A T & T MOBILITY	WIRELESS SVCS	GENERAL FUND	City Council	37.98
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Administrative Service	38.23
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Information Technology	126.17
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Building Maintenance	127.73
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Police Administration	2,804.56
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	WIRELESS SVCS	GENERAL FUND	Investigations	22.97
	FIRSTNET WIRELESS SVCS	GENERAL FUND	Fire Administration	555.02
	FIRSTNET WIRELESS SVCS	WASTEWATER TREATME	WWTS Administration	<u>44.75</u>
			TOTAL:	3,780.38
AIRGAS USA LLC	SUPPLIES	GENERAL FUND	Patrol	<u>95.00</u>
			TOTAL:	95.00
AMAZON CAPITAL SERVICES	SUPPLIES	GENERAL FUND	Administrative Service	65.95
	SUPPLIES	GENERAL FUND	Information Technology	299.52
	SUPPLIES	GENERAL FUND	Information Technology	617.56
	SUPPLIES	GENERAL FUND	Patrol	52.12
	SUPPLIES	GENERAL FUND	Public safety building	7.99
	SUPPLIES	GENERAL FUND	Parks & Rec Admin	29.99
	SUPPLIES	GENERAL FUND	Recreation Programs	89.49
	SUPPLIES	GENERAL FUND	Recreation Programs	130.82
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	40.21
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	57.30
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	35.07
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	1,074.00
	SUPPLIES	INSURANCE RESERVE	Health & Safety	26.86
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	9.98
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>585.54</u>
			TOTAL:	3,122.40
THE AMERICAN BOTTLING CO	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>300.36</u>
			TOTAL:	300.36
ARTISAN BEER COMPANY	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	410.60
	BEER	LIQUOR	Northbound-Cost of Sal	155.65
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	461.60
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	18.44-
	BEER	LIQUOR	Westbound-Cost of Sale	109.25
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	669.25
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	<u>46.42-</u>
			TOTAL:	1,741.49
ARVIG	ROUTER - WW	WASTEWATER TREATME	WWTS Administration	<u>242.62</u>
			TOTAL:	242.62
DEBORAH BARRETT	PERFORMANCE 4/25/24	GENERAL FUND	Sr Citizen Programs	<u>300.00</u>
			TOTAL:	300.00
BEAUDRY OIL CO	DIESEL B5 FUEL	GENERAL FUND	Street Maintenance	18,559.32
	UNLEADED 87 FUEL	GENERAL FUND	Street Maintenance	<u>14,614.53</u>
			TOTAL:	33,173.85
BELLBOY CORP BAR SUPPLY	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	576.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>5.21</u>
			TOTAL:	581.21

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
BELLBOY CORPORATION	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,123.79
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>18.98</u>
			TOTAL:	1,142.77
BERGANKDV, LTD.	AUDIT SERVICES	GENERAL FUND	Finance	7,000.00
	AUDIT SERVICES	WASTEWATER TREATME	WWTS Administration	2,100.00
	AUDIT SERVICES	LIQUOR	Northbound-Operations	1,750.00
	AUDIT SERVICES	LIQUOR	Westbound-Operations	1,750.00
	AUDIT SERVICES	GARBAGE	Garbage	700.00
	AUDIT SERVICES	STORM WATER	Storm Water	<u>700.00</u>
			TOTAL:	14,000.00
BERNICK'S	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	14.00-
	POP/MISC	LIQUOR	Northbound-Cost of Sal	116.80
	BEER	LIQUOR	Northbound-Cost of Sal	60.20
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	40.21-
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	176.00
	BEER	LIQUOR	Northbound-Cost of Sal	2,636.65
	POP/MISC	LIQUOR	Northbound-Cost of Sal	138.00
	BEER	LIQUOR	Northbound-Cost of Sal	3,988.55
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	330.72-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	19.52
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	330.00
	BEER	LIQUOR	Westbound-Cost of Sale	1,270.35
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	104.10-
	POP/MISC	LIQUOR	Westbound-Cost of Sale	99.20
	BEER	LIQUOR	Westbound-Cost of Sale	<u>2,229.30</u>
			TOTAL:	10,575.54
BERBERRY COFFEE COMPANY	SUPPLIES	GENERAL FUND	Public safety building	329.88
	SUPPLIES	GENERAL FUND	Street Maintenance	55.11
	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>251.81</u>
			TOTAL:	636.80
BLACKHAWK PEST CONTROL, LLC	PEST CONTROL	GENERAL FUND	Building Maintenance	125.00
	PEST CONTROL	GENERAL FUND	Street Maintenance	<u>110.00</u>
			TOTAL:	235.00
BLAINE LOCK & SAFE, INC	SUPPLIES	GENERAL FUND	Parks Dept	<u>758.05</u>
			TOTAL:	758.05
BLUE TO GOLD LLC	TRAINING-TRAFFIC STOPS-ROS	GENERAL FUND	Patrol	<u>225.00</u>
			TOTAL:	225.00
ADAM SMIGLEWSKI	BREAKAWAY HOCKEY LEAGUE RE MULTIPURPOSE FACIL	Hockey		<u>100.00</u>
			TOTAL:	100.00
BREMMICK LLC	BEER	LIQUOR	Northbound-Cost of Sal	<u>109.00</u>
			TOTAL:	109.00
BOURGET IMPORTS LLC	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	198.77
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	<u>9.00</u>
			TOTAL:	207.77
BREKTHRU BEVERAGE MINNESOTA	WINE	LIQUOR	Northbound-Cost of Sal	696.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	9,383.31

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR	LIQUOR	Northbound-Cost of Sal	362.26
	POP/MISC	LIQUOR	Northbound-Cost of Sal	63.96
	LIQUOR	LIQUOR	Northbound-Cost of Sal	1,800.00
	LIQUOR	LIQUOR	Northbound-Cost of Sal	4,993.00
	POP/MISC	LIQUOR	Northbound-Cost of Sal	186.42
	WINE	LIQUOR	Westbound-Cost of Sale	576.00
	LIQUOR	LIQUOR	Westbound-Cost of Sale	1,119.15
	LIQUOR	LIQUOR	Westbound-Cost of Sale	2,082.03
	LIQUOR	LIQUOR	Westbound-Cost of Sale	<u>696.35</u>
			TOTAL:	21,958.48
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	48.35-
	BEER	LIQUOR	Northbound-Cost of Sal	54.30
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	18.60-
	BEER	LIQUOR	Northbound-Cost of Sal	8,071.10
	LIQUOR	LIQUOR	Northbound-Cost of Sal	2,139.12
	BEER	LIQUOR	Northbound-Cost of Sal	9,948.48
	LIQUOR	LIQUOR	Northbound-Cost of Sal	440.58
	BEER	LIQUOR	Northbound-Cost of Sal	7,478.56
	LIQUOR	LIQUOR	Northbound-Cost of Sal	67.20
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	345.00
	BEER	LIQUOR	Northbound-Cost of Sal	5,831.55
	BEER	LIQUOR	Northbound-Cost of Sal	3,495.65
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	31.09-
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	<u>34.28-</u>
			TOTAL:	37,739.22
C & L DISTRIBUTING CO	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	452.58-
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	378.96-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	3,936.20
	BEER	LIQUOR	Westbound-Cost of Sale	12,692.80
	BEER	LIQUOR	Westbound-Cost of Sale	<u>3,831.00</u>
			TOTAL:	19,628.46
CENTERPOINT ENERGY	NATURAL GAS	GENERAL FUND	Building Maintenance	1,967.89
	NATURAL GAS	GENERAL FUND	Public safety building	1,730.61
	NATURAL GAS	GENERAL FUND	Fire Administration	932.70
	NATURAL GAS	GENERAL FUND	Fire Administration	1,027.65
	NATURAL GAS	GENERAL FUND	Street Maintenance	1,772.58
	NATURAL GAS	LIBRARY	Library	20.97
	NATURAL GAS	MULTIPURPOSE FACIL	Multipurpose Facility	6,328.35
	NATURAL GAS	WASTEWATER TREATME	WWTS Plant	49.94
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	29.29
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	440.02
	NATURAL GAS	WASTEWATER TREATME	Lift Stations	42.28
	NATURAL GAS	LIQUOR	Northbound-Operations	688.75
	NATURAL GAS	LIQUOR	Westbound-Operations	<u>353.57</u>
			TOTAL:	15,384.60
CENTURY COLLEGE	LIVE BURN TRAINING 3/23/24	CAPITAL OUTLAY RES	Fire Academy	<u>3,900.00</u>
			TOTAL:	3,900.00
CHARTER COMMUNICATIONS	PHONE LINE CHGS	GENERAL FUND	Building Maintenance	29.99
	PHONE LINE CHGS	GENERAL FUND	Public safety building	59.98
	PHONE LINES-FIRE ALARM	GENERAL FUND	Street Maintenance	79.98
	TV SERVICE - PW	GENERAL FUND	Street Maintenance	47.13

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	PHONE LINE CHGS	GENERAL FUND	Parks Dept	29.99
	PHONE LINE CHGS	GENERAL FUND	Parks Dept	<u>29.99</u>
			TOTAL:	277.06
CHARTER COMMUNICATIONS	PHONE LINE CHGS & INTERNET	GENERAL FUND	Information Technology	186.13
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Building Maintenance	39.99
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Police Administration	43.85
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Public safety building	39.99
	PHONE LINE CHGS & INTERNET	GENERAL FUND	Fire Administration	<u>323.52</u>
			TOTAL:	633.48
IPP - STORES, LLC	K-9 SUPPLIES	GENERAL FUND	Patrol	<u>109.99</u>
			TOTAL:	109.99
CINTAS CORPORATION LOC 470	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	147.26
	UNIFORMS RENTAL/CLEANING	WASTEWATER TREATME	WWTS Plant	156.41
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	77.66
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	74.11
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Northbound-Operations	74.11
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	46.18
	MATS, TOWELS, SCRAPERS, MO LIQUOR		Westbound-Operations	<u>46.18</u>
			TOTAL:	621.91
CIVIC SYSTEMS, LLC	DEPOSIT-FINANCE SOFTWARE	CAPITAL OUTLAY RES	Information Technology	<u>42,950.00</u>
			TOTAL:	42,950.00
COLLINS BROTHERS TOWING	TOWING SVCS 24005597	GENERAL FUND	Investigations	589.00
	TOWING SVCS 24004906	GENERAL FUND	Investigations	190.94
	TOWING/WINCHOUT #402	GENERAL FUND	Fire Operations	125.00
	TRANSPORT 6 VEHICLES-FIRE	CAPITAL OUTLAY RES	Fire Academy	<u>600.00</u>
			TOTAL:	1,504.94
CONNECTWISE LLC	SIEM SUBSCRIPTION-APR	GENERAL FUND	Information Technology	217.62
	SIEM APPLIANCE MAINT-APR	GENERAL FUND	Information Technology	<u>59.18</u>
			TOTAL:	276.80
CORNERSTONE AUTO	BATTERY REPLACEMENT #615	GENERAL FUND	Patrol	<u>650.67</u>
			TOTAL:	650.67
COUNTRY SIDE SERVICES OF MN INC	PARTS	GENERAL FUND	Parks Dept	<u>660.60</u>
			TOTAL:	660.60
CUB FOODS	SUPPLIES	LIQUOR	Northbound-Operations	<u>20.97</u>
			TOTAL:	20.97
CULLIGAN	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	40.15
	DEIONIZATION RENTAL SVC	WASTEWATER TREATME	WWTS Plant	<u>19.50</u>
			TOTAL:	59.65
CULLIGAN BOTTLED WATER	SUPPLIES	WASTEWATER TREATME	WWTS Plant	0.10
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>54.75</u>
			TOTAL:	54.85
DACOTAH PAPER CO	SUPPLIES	GENERAL FUND	Building Maintenance	179.22
	SUPPLIES	GENERAL FUND	Public safety building	52.39
	SUPPLIES CREDIT	GENERAL FUND	Street Maintenance	206.18-

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	25.43
NATHAN DAHLHEIMER	FINAL-ROOF, SIDING, WINDOW GOVT BUILDINGS		Recreation	28,352.00
			TOTAL:	28,352.00
DAHLHEIMER BEVERAGE, LLC	BEER	LIQUOR	Northbound-Cost of Sal	3,812.08
	BEER	LIQUOR	Northbound-Cost of Sal	28.25
	BEER	LIQUOR	Northbound-Cost of Sal	10,725.05
	THC PRODUCTS	LIQUOR	Northbound-Cost of Sal	424.00
	BEER	LIQUOR	Northbound-Cost of Sal	11,573.30
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	76.00-
	BEER	LIQUOR	Northbound-Cost of Sal	19,925.05
	BEER CREDIT	LIQUOR	Northbound-Cost of Sal	55.40-
			TOTAL:	46,356.33
DAHLHEIMER BEVERAGE, LLC	LIQUOR	LIQUOR	Westbound-Cost of Sale	96.00
	BEER	LIQUOR	Westbound-Cost of Sale	3,212.37
	BEER	LIQUOR	Westbound-Cost of Sale	6,602.42
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	50.00-
	BEER	LIQUOR	Westbound-Cost of Sale	4,400.70
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	151.20-
	THC PRODUCTS	LIQUOR	Westbound-Cost of Sale	660.00
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	244.80-
	BEER	LIQUOR	Westbound-Cost of Sale	9,917.00
	BEER CREDIT	LIQUOR	Westbound-Cost of Sale	12.80-
	LIQUOR	LIQUOR	Westbound-Cost of Sale	2,630.00
			TOTAL:	27,059.69
DP HOSPITALITY	REFUND LIQUOR LICENSE	GENERAL FUND	General Fund	5,000.00
			TOTAL:	5,000.00
DRASTIC MEASURES BREWING	BEER	LIQUOR	Northbound-Cost of Sal	585.00
	BEER	LIQUOR	Westbound-Cost of Sale	390.00
			TOTAL:	975.00
E C M PUBLISHERS INC	EMPLOYMENT ADV-CSO2	GENERAL FUND	Police Support Service	61.40
	SUPPLIES	GENERAL FUND	Building Safety	37.00
	NOTICE OF PH, EVENT CENTER	MULTIPURPOSE FACIL	Multipurpose Facility	86.00
	SPRING CLEAN UP ADV	LANDFILL	General	300.00
	ADVERTISING	LIQUOR	Northbound-Operations	380.00
	ADVERTISING	LIQUOR	Northbound-Operations	340.00
			TOTAL:	1,204.40
E D A M	2024 WINTER CONF-Z CARLTON	GENERAL FUND	Planning	350.00
			TOTAL:	350.00
ELK RIVER GAS INC	PROPANE - FIRE	GENERAL FUND	Fire Operations	69.39
			TOTAL:	69.39
ELK RIVER MUNICIPAL UTILITIES	WATER/ELECTRIC	GENERAL FUND	Public safety building	64.12
	WATER/ELECTRIC	GENERAL FUND	Fire Administration	1,079.73
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	170.43
	WATER/ELECTRIC	GENERAL FUND	Emergency Management	133.27
	REPLACE METER-LIBRARY	GENERAL FUND	Street Maintenance	287.50
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	508.62
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	705.02

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WATER/ELECTRIC	GENERAL FUND	Parks Dept	32.12
	INSTALL NEW TRANSFORMER	TRUNK UTILITIES	Rolling Hills Sewer	4,946.08
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	555.03
	WATER/ELECTRIC	WASTEWATER TREATME	Lift Stations	1,483.16
	WATER/ELECTRIC	LIQUOR	Northbound-Operations	<u>2,022.62</u>
			TOTAL:	11,987.70
ELK RIVER TRACK CLUB	RIBBON INV-TRACK CAMP REPY	GENERAL FUND	Recreation Programs	<u>128.72</u>
			TOTAL:	128.72
ELK RIVER WINLECTRIC	SUPPLIES	GENERAL FUND	Street Maintenance	<u>364.45</u>
			TOTAL:	364.45
JUSTIN ENDE	REIMB CELL PHONE JAN-MAR	GENERAL FUND	Parks Dept	<u>45.00</u>
			TOTAL:	45.00
FACTORY MOTOR PARTS CO	PARTS	GENERAL FUND	Patrol	119.45
	SUPPLIES	GENERAL FUND	Equipment Services	<u>199.60</u>
			TOTAL:	319.05
DANIELLE FAULHABER	TRANSCRIPTION SVCS	GENERAL FUND	Police Support Service	<u>689.33</u>
			TOTAL:	689.33
FIRE SAFETY USA, INC.	SUPPLIES	GENERAL FUND	Fire Operations	<u>350.00</u>
			TOTAL:	350.00
FLEETPRIDE	SUPPLIES	GENERAL FUND	Equipment Services	121.96
	PARTS	GENERAL FUND	Equipment Services	<u>60.98</u>
			TOTAL:	182.94
FULL COMPASS SYSTEMS LTD	BEAM CLAMPS	GENERAL FUND	Fire Administration	<u>570.52</u>
			TOTAL:	570.52
GATR TRUCK CENTER	BATTERY & CORE CHG	GENERAL FUND	Fire Operations	403.80
	BATTERY CORE CREDIT	GENERAL FUND	Fire Operations	<u>108.00</u>
			TOTAL:	295.80
GESTALT ENGINEERING LLC	LANDFILL ASSIST - MAR	LANDFILL	General	<u>350.00</u>
			TOTAL:	350.00
GILLETTE SIGNWORKS LLC	NAME PLATE - JOY G	GENERAL FUND	City Council	<u>27.00</u>
			TOTAL:	27.00
GOODIN COMPANY	SUPPLIES	GENERAL FUND	Building Maintenance	11.57
	SUPPLIES	GENERAL FUND	Public safety building	<u>11.57</u>
			TOTAL:	23.14
GOPHER STATE ONE-CALL INC	LOCATION CALLS	WASTEWATER TREATME	WWTS Plant	<u>283.50</u>
			TOTAL:	283.50
GRAINGER	PARTS	GENERAL FUND	Street Maintenance	<u>23.52</u>
			TOTAL:	23.52
GRANITE CITY JOBBING CO	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	514.62
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	96.00
	POP/MISC/THC/SUPPLIES/FREI	LIQUOR	Northbound-Cost of Sal	5.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	1,008.21
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	108.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Cost of Sal	5.00
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	181.30
	POP/MISC/THC/SUPPLIES/FREI LIQUOR		Northbound-Operations	136.70
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	422.35
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/THC PROD/FREIGHT LIQUOR		Westbound-Cost of Sale	558.73
	POP/MISC/THC PROD/FREIGHT LIQUOR		Westbound-Cost of Sale	36.00
	POP/MISC/THC PROD/FREIGHT LIQUOR		Westbound-Cost of Sale	5.00
	POP/MISC/SUPPLIES/FREIGHT LIQUOR		Westbound-Operations	<u>19.84</u>
			TOTAL:	3,101.75
GRIMCO, INC	SIGN SUPPLIES	GENERAL FUND	Communications	108.66
	SIGN SUPPLIES	GENERAL FUND	Street Maintenance	<u>175.99</u>
			TOTAL:	284.65
SHACH COMPANY	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>227.00</u>
			TOTAL:	227.00
MULTI SERVICE TECHNOLOGY SOLUTIONS INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	399.99
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>1,565.91</u>
			TOTAL:	1,965.90
HAWKINS & BAUMGARTNER, P.A.	MAR PROSECUTION SVCS	GENERAL FUND	Legal	<u>17,194.42</u>
			TOTAL:	17,194.42
HEARTLAND TIRE, INC.	PARTS	GENERAL FUND	Patrol	<u>1,314.00</u>
			TOTAL:	1,314.00
KEVIN J HELDT	REIMB K9 CERTIFICATION	GENERAL FUND	Patrol	<u>75.00</u>
			TOTAL:	75.00
HILLER COMMERCIAL FLOORS	FLOORING-LIBRARY	LIBRARY	Library	<u>6,840.06</u>
			TOTAL:	6,840.06
HOME DEPOT CREDIT SERVICES	SUPPLIES	GENERAL FUND	Fire Operations	83.06
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	<u>39.93</u>
			TOTAL:	122.99
MIDWEST WASH SYSTEMS LLC	REPAIR HOSE NOZZLE	GENERAL FUND	Fire Operations	<u>252.17</u>
			TOTAL:	252.17
HUMERATECH	DAMPER REPAIRS	LIBRARY	Library	2,706.00
	AHU CONTROLLER REPLACEMENT	LIBRARY	Library	<u>2,683.77</u>
			TOTAL:	5,389.77
I A F C MEMBERSHIP	2024 MEMBERSHIP - M DICKIN	GENERAL FUND	Fire Administration	<u>215.00</u>
			TOTAL:	215.00
IDEAL SERVICE, INC	REPAIR BIO SOLIDS BLOWER #	WASTEWATER TREATME	WWTS Plant	<u>172.50</u>
			TOTAL:	172.50
JARVIS STREET HOLDINGS, LLC	ESCROW REFUND - ZC23-07	DEVELOPER ESCROW	NON-DEPARTMENTAL	<u>700.00</u>
			TOTAL:	700.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
JOHNSON BROS LIQUOR	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	9,632.98
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	162.55
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,004.95
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	69.23
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	48.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	1.72
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	3,274.92
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	34.40
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,278.95
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	27.53
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,172.50
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	69.66
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	16,736.75
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	211.86
	LIQUOR CREDIT	LIQUOR	Northbound-Cost of Sal	11.84-
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	738.00
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.88
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	2,437.56
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	28.38
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5,859.95
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	123.84
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,039.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.04
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	693.50
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.73
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	481.35
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.62
	LIQUOR CREDIT	LIQUOR	Westbound-Cost of Sale	82.72-
	TOTAL:			50,070.79
AUGUSTUS KOPPI	REIMB MEALS	GENERAL FUND	Patrol	276.50
	TOTAL:			276.50
KRISS PREMIUM PRODUCTS, INC	WATER TREATMENT CHEMICALS	MULTIPURPOSE FACIL	Multipurpose Facility	268.00
	TOTAL:			268.00
KROMER PRO LLC	FC1 PRO FIELD MAINT TRACTO	EQUIPMENT REPLACEM	Parks	29,575.00
	TOTAL:			29,575.00
LAKE STATE RECYCLING INC	CARDBOARD RECYCLING	LIQUOR	Northbound-Operations	150.00
	TOTAL:			150.00
LEAGUE OF MN CITIES INS TRUST	WC AUDIT ADJ	GENERAL FUND	City Council	6.75
	WC AUDIT ADJ	GENERAL FUND	Communications	140.88
	WC AUDIT ADJ	GENERAL FUND	Administrative Service	305.75
	WC AUDIT ADJ	GENERAL FUND	Human Resources	140.25
	WC AUDIT ADJ	GENERAL FUND	Finance	289.38
	WC AUDIT ADJ	GENERAL FUND	Information Technology	178.38
	WC AUDIT ADJ	GENERAL FUND	Planning	784.50
	WC AUDIT ADJ	GENERAL FUND	Building Maintenance	3,484.75
	WC AUDIT ADJ	GENERAL FUND	Police Administration	23,359.63
	WC AUDIT ADJ	GENERAL FUND	Fire Administration	3,253.75
	WC AUDIT ADJ	GENERAL FUND	Fire Operations	4,804.00
	WC AUDIT ADJ	GENERAL FUND	Building Safety	262.25
	WC AUDIT ADJ	GENERAL FUND	Code Enforcement	48.25
	WC AUDIT ADJ	GENERAL FUND	Environmental	92.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WC AUDIT ADJ	GENERAL FUND	Street Maintenance	3,986.50
	WC AUDIT ADJ	GENERAL FUND	Snow Removal	1,020.13
	WC AUDIT ADJ	GENERAL FUND	Equipment Services	858.38
	WC AUDIT ADJ	GENERAL FUND	Engineering	221.88
	WC AUDIT ADJ	GENERAL FUND	Parks Dept	4,398.13
	WC AUDIT ADJ	GENERAL FUND	Parks & Rec Admin	711.38
	WC AUDIT ADJ	GENERAL FUND	Sr Citizen Programs	64.88
	WC AUDIT ADJ	GENERAL FUND	Economic Development	45.69
	WC AUDIT ADJ	GENERAL FUND	Economic Development	68.63
	WC AUDIT ADJ	MULTIPURPOSE FACIL	Multipurpose Facility	2,223.63
	WC AUDIT ADJ	WASTEWATER TREATME	WWTS Administration	1,931.75
	WC AUDIT ADJ	LIQUOR	Northbound-Operations	1,572.75
	WC AUDIT ADJ	LIQUOR	Westbound-Operations	<u>1,286.75</u>
			TOTAL:	55,541.00
Z MEDIA INC	ADVERTISING-FEBRUARY	MULTIPURPOSE FACIL	Multipurpose Facility	200.00
	ADVERTISING-MARCH	MULTIPURPOSE FACIL	Multipurpose Facility	<u>200.00</u>
			TOTAL:	400.00
LITTLE FALLS MACHINE INC	PARTS	GENERAL FUND	Street Maintenance	<u>144.86</u>
			TOTAL:	144.86
M T I DISTRIBUTING CO	PARTS	GENERAL FUND	Parks Dept	100.38
	MOWERS, BAGGERS, & BLOWERS	EQUIPMENT REPLACEM	Parks	<u>41,888.86</u>
			TOTAL:	41,989.24
MARCO HOLDINGS LLC	CISCO DUO ACCESS SUBSCRIPT	GENERAL FUND	Information Technology	<u>198.00</u>
			TOTAL:	198.00
MARCO INC	COPIER LEASE/MAINT	GENERAL FUND	Information Technology	2,757.75
	COPIER LEASE/MAINT	MULTIPURPOSE FACIL	Multipurpose Facility	491.79
	COPIER LEASE/MAINT	WASTEWATER TREATME	WWTS Administration	381.09
	COPIER LEASE/MAINT	LIQUOR	Northbound-Operations	158.85
	COPIER LEASE/MAINT	LIQUOR	Westbound-Operations	<u>158.85</u>
			TOTAL:	3,948.33
MOBILE HEALTH SERVICES, LLC	FIREFIGHTER TESTING	GENERAL FUND	Fire Operations	140.00
	FIREFIGHTER TESTING	GENERAL FUND	Fire Operations	<u>215.00</u>
			TOTAL:	355.00
MEDICINE LAKE TOURS	TRANSPORTATION SVC 4/10/24	GENERAL FUND	Sr Citizen Programs	<u>2,050.00</u>
			TOTAL:	2,050.00
MENARDS - ELK RIVER	SUPPLIES	GENERAL FUND	Building Maintenance	20.95
	SUPPLIES	GENERAL FUND	Fire Administration	97.42
	SUPPLIES	GENERAL FUND	Fire Operations	17.97
	SUPPLIES	GENERAL FUND	Street Maintenance	49.78
	SUPPLIES	GENERAL FUND	Parks Dept	414.69
	SUPPLIES	LIBRARY	Library	159.78
	SUPPLIES	MULTIPURPOSE FACIL	Multipurpose Facility	222.27
	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>412.34</u>
			TOTAL:	1,395.20
MIDWAY FORD	PARTS	GENERAL FUND	Patrol	<u>84.70</u>
			TOTAL:	84.70

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
MN DEPT OF LABOR & INDUSTRY	BP SURCHARGE - MAR	GENERAL FUND	General Fund	1,253.26
	BOILERS 132494 & 132495	GENERAL FUND	Fire Administration	<u>20.00</u>
			TOTAL:	1,273.26
MOBOTREX INC	BLUETOOTH TRANSMITTER-CRSW	GENERAL FUND	Street Maintenance	<u>609.00</u>
			TOTAL:	609.00
MONTICELLO SENIOR CENTER	STATE CAPITOL TRIP	GENERAL FUND	Sr Citizen Programs	<u>82.00</u>
			TOTAL:	82.00
N A P A OF ELK RIVER, INC	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>16.98</u>
			TOTAL:	16.98
N C S I	BACKGROUND CHECKS	GENERAL FUND	Parks Dept	74.00
	BACKGROUND CHECKS	GENERAL FUND	Recreation Programs	37.00
	BACKGROUND CHECK	MULTIPURPOSE FACIL	Multipurpose Facility	18.50
	BACKGROUND CHECKS	MULTIPURPOSE FACIL	Hockey	<u>333.00</u>
			TOTAL:	462.50
TEAM HQ, LLC	POP/MISC	LIQUOR	Northbound-Cost of Sal	<u>186.00</u>
			TOTAL:	186.00
NATIONAL TRAFFIC SIGNS INC	SIGN SUPPLIES	GENERAL FUND	Street Maintenance	<u>1,599.00</u>
			TOTAL:	1,599.00
NEW LOOK CONTRACTING INC	ORONO PK RECON-RETAINAGE F	ACTIVE ER PROJECTS	Orono Park	<u>3,302.90</u>
			TOTAL:	3,302.90
NORTHWEST ASPHALT, INC	NATURES EDGE BSNS CTR-FINA	DEVELOPMENT FUND	Economic Development	<u>38,253.14</u>
			TOTAL:	38,253.14
NATALIA OBUHOV	FARMERS MKT- JAN/FEB	GENERAL FUND	Farmers Market	<u>4.00</u>
			TOTAL:	4.00
O'REILLY AUTOMOTIVE, INC	PARTS/SUPPLIES	GENERAL FUND	Building Maintenance	5.29
	PARTS/SUPPLIES	GENERAL FUND	Patrol	127.24
	PARTS/SUPPLIES	GENERAL FUND	Fire Operations	147.20
	PARTS/SUPPLIES	GENERAL FUND	Building Safety	50.97
	PARTS/SUPPLIES	GENERAL FUND	Street Maintenance	273.90
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	226.54
	PARTS/SUPPLIES	GENERAL FUND	Equipment Services	122.82
	PARTS/SUPPLIES	GENERAL FUND	Parks Dept	151.90
	PARTS/SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>15.83</u>
			TOTAL:	1,121.69
OXYGEN SERVICE CO, INC	CYLINDER RENTAL	GENERAL FUND	Equipment Services	<u>168.76</u>
			TOTAL:	168.76
GARY PATENUADE	SHELTER REFUND	GENERAL FUND	NON-DEPARTMENTAL	3.15
	SHELTER REFUND	GENERAL FUND	General Fund	<u>40.00</u>
			TOTAL:	43.15
PAUSTIS WINE COMPANY	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,182.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	15.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	454.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	10.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,281.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	18.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	861.75
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>13.50</u>
			TOTAL:	3,835.25
PERFECTION PLUS, INC.	CLEANING SVCS - TROTT BARN	GENERAL FUND	Parks & Rec Admin	60.00
	CLEANING SVCS - MAR	LIBRARY	Library	2,490.00
	CLEANING SVCS - APR	LIBRARY	Library	<u>2,490.00</u>
			TOTAL:	5,040.00
PHILLIPS WINE & SPIRITS CO	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	4,894.93
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	92.02
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,824.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	67.08
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	194.15
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.16
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,721.71
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	25.80
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	796.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	29.24
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,124.55
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	12.04
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,209.75
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	24.08
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	196.40
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3.44
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	108.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>5.16</u>
			TOTAL:	12,333.51
ELK RIVER PIZZA MAN	SUPPLIES 04/01/24	GENERAL FUND	Police Administration	<u>138.22</u>
			TOTAL:	138.22
PLAISTED COMPANIES INC	SUPPLIES	GENERAL FUND	Parks Dept	141.91
	SUPPLIES	GENERAL FUND	Parks Dept	<u>614.30</u>
			TOTAL:	756.21
PLUNKETT'S PEST CONTROL	PEST CONTROL	LIQUOR	Westbound-Operations	<u>108.04</u>
			TOTAL:	108.04
POLYDYNE INC.	CLARIFLOC	WASTEWATER TREATME	WWTS Plant	<u>7,314.00</u>
			TOTAL:	7,314.00
CAL PORTNER	REIMB CELL PHONE JAN-MAR	GENERAL FUND	Administrative Service	<u>90.00</u>
			TOTAL:	90.00
PRECISE MRM LLC	5MB FLAT DATA PLAN	GENERAL FUND	Snow Removal	<u>475.00</u>
			TOTAL:	475.00
PRO-TEC DESIGN, INC	CELLULAR ADD ON KITS	GENERAL FUND	Information Technology	<u>1,581.81</u>
			TOTAL:	1,581.81
QUALITY FLOW SYSTEMS INC	HWY 10 LS #4 VFD REPLACEME	WASTEWATER TREATME	Lift Stations	<u>3,548.00</u>
			TOTAL:	3,548.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
RED BULL DISTRIBUTION COMPANY	RED BULL	LIQUOR	Northbound-Cost of Sal	<u>325.45</u>
			TOTAL:	325.45
REINDERS	SUPPLIES	GENERAL FUND	Parks Dept	<u>2,325.00</u>
			TOTAL:	2,325.00
REPUBLIC SERVICES #899	MAR COMM GARBAGE SVC	GENERAL FUND	Building Maintenance	137.55
	MAR COMM GARBAGE SVC	GENERAL FUND	Public safety building	137.55
	MAR COMM GARBAGE SVC	GENERAL FUND	Fire Administration	141.78
	MAR COMM GARBAGE SVC	GENERAL FUND	Fire Administration	98.72
	MAR COMM GARBAGE SVC	GENERAL FUND	Street Maintenance	861.67
	MAR COMM GARBAGE SVC	GENERAL FUND	Parks Dept	580.06
	GARBAGE SVC - RIVERS EDGE	GENERAL FUND	Parks Dept	395.61
	MAR COMM GARBAGE SVC	LIBRARY	Library	64.46
	MAR COMM GARBAGE SVC	MULTIPURPOSE FACIL	Multipurpose Facility	764.92
	MAR COMM GARBAGE SVC	LANDFILL	General	341.25
	MAR COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	281.95
	MAR COMM GARBAGE SVC	WASTEWATER TREATME	WWTS Plant	155.62
	MAR COMM GARBAGE SVC	LIQUOR	Northbound-Operations	132.12
	MAR COMM GARBAGE SVC	LIQUOR	Westbound-Operations	89.06
	RESIDENTIAL GARBAGE SVC	GARBAGE	Garbage	94,789.44
	MAR COMM GARBAGE SVC	GARBAGE	Organics	<u>691.00</u>
			TOTAL:	99,662.76
RIVERLAND COMM COLLEGE-FIRE TRNG	TRAINING-FIREFIGHTERS	GENERAL FUND	Fire Operations	<u>940.00</u>
			TOTAL:	940.00
ROSENQUIST CONSTRUCTION INC.	REPAIR ROOF LEAK	GENERAL FUND	Fire Administration	<u>625.00</u>
			TOTAL:	625.00
ROY C., INC.	DOOR REPAIRS-WB	LIQUOR	Westbound-Operations	<u>282.50</u>
			TOTAL:	282.50
LAURA RUPRECHT	TEACHING FEE - GLASS 4/11/	GENERAL FUND	Sr Citizen Programs	<u>500.00</u>
			TOTAL:	500.00
SCHINDLER ELEVATOR CORP	2ND QTR SERVICE-CITY HALL	GENERAL FUND	Building Maintenance	613.29
	2ND QTR SERVICE-PBL SAFETY	GENERAL FUND	Public safety building	1,226.55
	ELEVATOR REPAIRS	LIQUOR	Northbound-Operations	914.12
	2ND QTR SERVICE-NB	LIQUOR	Northbound-Operations	<u>559.59</u>
			TOTAL:	3,313.55
SHAMROCK GROUP INC	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	182.68
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	6.35-
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	81.28
	ICE/FREIGHT	LIQUOR	Northbound-Cost of Sal	4.00
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	125.72
	ICE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>4.00</u>
			TOTAL:	395.33
SOUTHERN GLAZER'S WINE & SPIRITS-MN	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,002.15
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	21.25
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	14,543.92
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	98.49
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	792.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	5.00
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,259.60
	LIQUOR/FREIGHT	LIQUOR	Northbound-Cost of Sal	11.25
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	54.00
	POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	2.50
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,239.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	26.25
	FREIGHT	LIQUOR	Westbound-Cost of Sale	1.28
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	4,703.32
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	38.51
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	857.27
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.40
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	249.56
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	5.12
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	3,104.97
	LIQUOR/FREIGHT	LIQUOR	Westbound-Cost of Sale	37.55
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	727.86
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>11.73</u>
			TOTAL:	28,798.98
STEP SAVER INC	BULK SALT	GENERAL FUND	Public safety building	111.00
	BULK SALT	LIBRARY	Library	<u>168.00</u>
			TOTAL:	279.00
STREICHER'S	UNIFORMS CREDIT-KIPKA	GENERAL FUND	Patrol	169.99-
	SUPPLIES	GENERAL FUND	Patrol	1,125.00
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	1,085.83
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	17.99
	UNIFORMS-ZABEE	GENERAL FUND	Patrol	245.00
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	109.99
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	249.98
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	16.99
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	50.99
	UNIFORMS-HOPPS	GENERAL FUND	Patrol	662.88
	SUPPLIES	GENERAL FUND	Patrol	1,999.98
	UNIFORMS-BEBEAU	GENERAL FUND	Patrol	184.99
	UNIFORMS-BEBEAU	GENERAL FUND	Patrol	61.98
	UNIFORMS-WINDELS	GENERAL FUND	Patrol	174.99
	UNIFORMS-CSO	GENERAL FUND	Police Support Service	<u>235.00</u>
			TOTAL:	6,051.60
JOE STRECHA	REIMB LODGING 6/25-6/28	GENERAL FUND	Finance	483.24
	REIMB LODGING 4/19-4/23	LIQUOR	Northbound-Operations	<u>665.90</u>
			TOTAL:	1,149.14
SUMMER LAKES BEVERAGE LLC	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>110.25</u>
			TOTAL:	110.25
STEPHEN NEURURER	BACKGROUND INVESTIGATION	GENERAL FUND	Police Administration	<u>875.00</u>
			TOTAL:	875.00
TIFCO INDUSTRIES	SUPPLIES	WASTEWATER TREATME	WWTS Plant	<u>499.83</u>
			TOTAL:	499.83
TRACTOR SUPPLY COMPANY	SUPPLIES-TWINE	LIQUOR	Northbound-Operations	<u>74.99</u>
			TOTAL:	74.99

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
TRANSUNION RISK & ALTERNATIVE	ONLINE INVESTIGATIVE SVCS	GENERAL FUND	Investigations	<u>113.00</u>
			TOTAL:	113.00
THE UPS STORE #5093	DELIVERY CHGS-WW	WASTEWATER TREATME	WWTS Administration	18.46
	DELIVERY CHGS-WW	WASTEWATER TREATME	WWTS Administration	<u>28.21</u>
			TOTAL:	46.67
US BANK	CITY CC PAYMENT	GENERAL FUND	Communications	53.96
	CITY CC PAYMENT	GENERAL FUND	Communications	519.00
	CITY CC PAYMENT	GENERAL FUND	Communications	95.00
	CITY CC PAYMENT	GENERAL FUND	Human Resources	76.50
	CITY CC PAYMENT	GENERAL FUND	Elections	60.07
	CITY CC PAYMENT	GENERAL FUND	Elections	59.91
	CITY CC PAYMENT	GENERAL FUND	Information Technology	289.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	26.06
	CITY CC PAYMENT	GENERAL FUND	Information Technology	210.00
	CITY CC PAYMENT	GENERAL FUND	Information Technology	321.68
	CITY CC PAYMENT	GENERAL FUND	Police Administration	439.42
	CITY CC PAYMENT	GENERAL FUND	Patrol	378.07
	CITY CC PAYMENT	GENERAL FUND	Patrol	44.81
	CITY CC PAYMENT	GENERAL FUND	Patrol	700.00
	CITY CC PAYMENT	GENERAL FUND	Patrol	700.00
	CITY CC PAYMENT	GENERAL FUND	Police Support Service	155.00
	CITY CC PAYMENT	GENERAL FUND	Police Support Service	439.42
	CITY CC PAYMENT	GENERAL FUND	Police Support Service	155.00
	CITY CC PAYMENT	GENERAL FUND	Police Reserves	45.10
	CITY CC PAYMENT	GENERAL FUND	Public safety building	314.20
	CITY CC PAYMENT	GENERAL FUND	Fire Operations	560.49
	CITY CC PAYMENT	GENERAL FUND	Fire Operations	286.06
	CITY CC PAYMENT	GENERAL FUND	Fire Operations	286.06
	CITY CC PAYMENT	GENERAL FUND	Fire Operations	286.06
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	14.55
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	932.98
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	9.92
	CITY CC PAYMENT	GENERAL FUND	Street Maintenance	149.40
	CITY CC PAYMENT	GENERAL FUND	Equipment Services	863.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	25.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	25.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	25.00
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	77.94
	CITY CC PAYMENT	GENERAL FUND	Parks Dept	300.00
	CITY CC PAYMENT	GENERAL FUND	Parks & Rec Admin	50.00
	CITY CC PAYMENT	GENERAL FUND	Recreation Programs	54.78
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	2.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	700.00
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Multipurpose Facility	49.62
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Skating	112.50
	CITY CC PAYMENT	MULTIPURPOSE FACIL	Skating	55.50
	CITY CC PAYMENT	WASTEWATER TREATME	WWTS Administration	<u>132.80</u>
			TOTAL:	10,080.86
UTILITY CONSULTANTS, INC	SAMPLE TESTING	WASTEWATER TREATME	WWTS Plant	<u>1,498.49</u>
			TOTAL:	1,498.49
FIRST HOSPITAL LABORATORIES	DRUG SCREENING	GENERAL FUND	Human Resources	<u>244.64</u>
			TOTAL:	244.64

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
VIKING COCA-COLA CO	POP/MISC	LIQUOR	Northbound-Cost of Sal	643.80
	POP/MISC	LIQUOR	Westbound-Cost of Sale	<u>551.35</u>
			TOTAL:	1,195.15
VINOPIA	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	321.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	384.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	12.00
	LIQUOR/POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	336.00
	LIQUOR/POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	112.75
	LIQUOR/POP/MISC/FREIGHT	LIQUOR	Northbound-Cost of Sal	18.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	240.00
	POP/MISC/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>21.00</u>
			TOTAL:	1,444.75
WAL-MART COMMUNITY CARD	SUPPLIES	GENERAL FUND	Sr Citizen Programs	<u>154.83</u>
			TOTAL:	154.83
WASTE MANAGEMENT	BIO SOLIDS HAULING	WASTEWATER TREATME	WWTS Plant	18,708.28
	MAR GARBAGE TIPPING FEES	GARBAGE	Garbage	<u>17,388.75</u>
			TOTAL:	36,097.03
WINDSTREAM	PHONE LINE CHGS	GENERAL FUND	Fire Administration	129.21
	PHONE LINE CHGS	GENERAL FUND	Fire Operations	<u>51.10</u>
			TOTAL:	180.31
THE WINE COMPANY	LIQUOR/FREIGHT CREDIT	LIQUOR	Northbound-Cost of Sal	136.00-
	LIQUOR/FREIGHT CREDIT	LIQUOR	Northbound-Cost of Sal	3.00-
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	200.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	1,216.00
	LIQUOR/WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	24.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	864.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	<u>18.00</u>
			TOTAL:	2,183.00
WINE MERCHANTS	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	10.67-
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	360.00
	WINE/FREIGHT	LIQUOR	Northbound-Cost of Sal	3.73
	WINE CREDIT	LIQUOR	Northbound-Cost of Sal	10.00-
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	1,024.00
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	15.48
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	107.50
	WINE/FREIGHT	LIQUOR	Westbound-Cost of Sale	6.88
	WINE/FREIGHT CREDIT	LIQUOR	Westbound-Cost of Sale	430.00-
	WINE/FREIGHT CREDIT	LIQUOR	Westbound-Cost of Sale	<u>6.88-</u>
			TOTAL:	1,060.04
KAREN WINGARD	REIMB MILEAGE 3/20-22	GENERAL FUND	Parks & Rec Admin	<u>129.98</u>
			TOTAL:	129.98
WSB & ASSOCIATES INC	2024 WCA SERVICES	GENERAL FUND	Environmental	<u>5,627.00</u>
			TOTAL:	5,627.00
YALE MECHANICAL LLC	HEAT PUMP REPAIRS	LIBRARY	Library	<u>2,031.89</u>
			TOTAL:	2,031.89
ZEP SALES & SERVICE	SUPPLIES	GENERAL FUND	Equipment Services	472.74

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	472.74
ZIEGLER INC	PARTS	GENERAL FUND	Street Maintenance	113.01
			TOTAL:	113.01

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

101	GENERAL FUND	184,816.01
211	LIBRARY	19,654.93
221	MULTIPURPOSE FACILITY	13,305.08
228	LANDFILL	991.25
245	DEVELOPMENT FUND	38,253.14
290	CAPITAL OUTLAY RESERVE	47,450.00
291	INSURANCE RESERVE	26.86
292	GOVT BUILDINGS	28,352.00
406	TRUNK UTILITIES	4,946.08
410	EQUIPMENT REPLACEMENT	71,463.86
420	ACTIVE ER PROJECTS	3,302.90
602	WASTEWATER TREATMENT SYS	43,593.31
603	LIQUOR	287,193.24
605	GARBAGE	113,569.19
607	STORM WATER	700.00
821	DEVELOPER ESCROW	700.00
GRAND TOTAL:		858,317.85



Request for Action

To
City Council

Item Number
4.5

Meeting Date
April 15, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Parks and Recreation Park Steward Guidelines
Policy Update

Reviewed by:
Cal Portner
Joe Stremcha

Action Requested
Approve, by motion, an update to the Park Steward Policy.

Background/Discussion

The Parks and Recreation Park Stewards Guideline and Policy was crafted and approved by the City Council in 2017. Since then, we have had some organizational processes in the department and the city. Further, stewards have been challenged to close sodded trails in the spring without a policy and ordinance to ensure compliance.

The City Code of Ordinances was amended at the April 1, 2024, Regular City Council Meeting to establish a means to close trails. The Steward policy now provides the process for stewards to follow when trails need to be closed.

Financial Impact
N/A

Mission/Policy/Goal
Explain how this meets the city's mission, current policies and/or council goals

Attachments

1. 2024 Policy Park Steward Guidelines CLEAN
2. 2024 Policy Park Steward Guidelines

The Elk River Vision

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





**Parks and Recreation
Park Steward
Guidelines Policy**

1. Communication

- Staff will make every effort to respond to phone calls or electronic communications from Park Stewards within the same business day, barring unforeseen circumstances. If the respective staff member is unable to respond on the same business day, s/he or another staff member will follow up before noon of the next business day.
- Phone calls or electronic communications received after scheduled work hours will be responded to the following business day. Summer business hours (during daylight savings time) are Monday through Thursday 7:00 a.m. – 4:30 p.m. and Friday 7:00 – 11:00 a.m. Winter business hours are Monday through Friday 7:00 a.m. – 3:30 p.m.

2. Resource Requests

- Requests for resources, including but not limited to fuel, small hand tools, and expendable supplies shall be submitted to the Public Works Director or his/her designee by text, email, or voicemail and shall be fulfilled within three (3) business days. Power equipment requests, including but not limited to chainsaws, pole pruners and ATVs shall be fulfilled within five (5) business days. The advance request period allows staff to resource, schedule, and deliver equipment. Requests for equipment shall include the purpose and duration of use. Once allocated, staff will inform the Park Steward and arrange a time for delivery or pick-up. If equipment is anticipated to be needed longer than scheduled, the Park Steward shall inform the Public Works Director or his/her designee.
- With the exception of the snowmobiles designated specifically for Woodland Trails Regional Park and Bailey Point Nature Preserve and the Rokon and Snow Scoots at Hillside City Park, all other power equipment serves other uses throughout the city.
- Equipment/resources dedicated to a specific facility shall be inventoried monthly by volunteers. Completed inventories shall be sent to the Public Works director or his/her designee. Inventories shall include verification that all equipment is present and in good operating condition. Any missing equipment or equipment found to not be in operating condition shall be reported to the Public Works Director or his/her designee upon identification of the deficiency. Staff will conduct periodic equipment inspections to identify the condition and presence of assigned equipment.
- The city allows the use of personal equipment for volunteer projects and their temporary storage in city facilities. The city is not liable for damaged, worn, or missing equipment. Volunteer tags for stored equipment will be made available at each site to distinguish between city and volunteer equipment.

3. Positive Working Relationship

The City of Elk River employs an experienced, trained, and educated professional staff dedicated to meeting the goals of the Elk River City Council and the expectations of the community. Our numerous and diverse core responsibilities are affected by frequently changing priorities, staffing availability, training/certification, weather conditions, and resources. Trust and respect are paramount in a positive working relationship as changing priorities may not be fully understood without an understanding of the broader picture.

4. Park Projects

- The Public Works Director or designee shall provide notice to the respective Park Steward(s) to participate in project planning.

- Before projects begin, the Public Works Director or designee shall hold a pre-project/construction meeting with key staff and the respective Park Steward(s) to review details of the project scope, timing, and objectives.
- Park Steward(s) concerns regarding project operations/activities shall be directed to the Public Works Director and City Administrator.
- Park Stewards shall not direct the work of city-hired contractors and may be responsible for contract costs added outside the project scope if determined work direction contributed to the additional project cost.
- Park Stewards shall coordinate with the Public Works Director or designee prior to initiating any volunteer activity not considered routine. Routine volunteer activities include, but are not limited to: trail grooming and mowing, existing trail maintenance, grounds clean up, storm damage clean up, etc.
- Establishment of new recreation features, such as trail realignment, new trail construction, Eagle Scout projects, etc. shall be approved and coordinated through the Public Works Director. The Public Works Director or designee shall validate needs, verify the physical locations, permits and/or administrative requirements, budget, and materials (type and quantity). New features shall be evaluated in conjunction with the Parks and Recreation Master Plan and the park-specific master plan.
- Park Stewards shall coordinate with the Public Works Director or designee prior to initiating habitat restoration projects. Projects requiring herbicide application shall be coordinated at least five (5) business days in advance to schedule license pesticide applicators to be present on the day of the project. Planting of any vegetation shall be approved by the Public Works Director or designee prior to the purchase of materials to verify location, species composition and maintenance requirements.
- Park Stewards may request purchasing approval from City of Elk River Administrative Services/Finance Division for miscellaneous expendable supplies at the Elk River Menard's. Purchases do not require prior approval; however, itemized receipts of purchases shall be remitted to the Public Works Department within three (3) business days. Expendable supplies may include, but are not limited to: Sea Foam fuel additive, marking paint and ribbon, small quantities of lumber for repairs, etc. Important Notice: The City of Elk River is a tax-exempt organization and will not reimburse added sales taxes.

5. Park and Trail Closures

Park Stewards shall coordinate with Park staff prior to posting notices of any trail or park closures. Notices should note the date of the trail or park closure, an anticipated reopening date (if applicable), the purpose of closure, and that it is a violation of Sec. 54-31 to enter or remain upon trails or parks when closed. Park Stewards should refer any alleged violations of Section 54-31 to the Elk River Police Department.

6. Volunteer Handbook

The City Council-approved volunteer handbook shall be reviewed and acknowledged annually by all designated Park Stewards. Park Stewards, as crew leaders, are responsible for ensuring all volunteers adhere to the handbook and city policies.

Policy History

Adopted by:	On (date)	Item #
City Council	June 19, 2017	4.8
City Council	April 15, 2024	



**Parks and Recreation
Park Steward
Guidelines Policy**

~~Parks and Recreation Park Steward Guidelines Policy~~

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Policy History

Adopted by:	On (date)	Item #
City Council	June 19, 2017	4.8
City Council	April 15, 2024	



Request for Action

To
City Council

Item Number
4.6

Meeting Date
April 15, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Fire Department Administrative Assistant

Reviewed by:
Mark Dickinson
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Kaitlyn Hennes to the position of administrative assistant for the fire department effective April 29, 2024.

Background/Discussion

We went to market to fill this position left vacant in January. We received 151 applications and interviewed 12 candidates. Following second interviews, and background reference checks, we recommend Kaitlyn Hennes for the position.

Ms. Hennes is currently working for Sherburne County as a legal administrative assistant. Her background includes scene investigation for the Midwest Medical Examiner, as a police records technician in Brooklyn Center, and as a compliance director for the selling and transferring of firearms. She has a bachelor's degree in criminal justice, and is FEMA ICS 100, CJIS, and Death Investigation Academy Certified. Ms. Hennes is also currently attending the Anoka County Fire Training Academy.

Ms. Hennes will start at step C for this 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

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
April 15, 2024

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Engineering Division Staffing

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, promoting Ryan Sandhoefner to Engineering Project Manager and post for the rehire of a new Engineer I.

Background/Discussion

With the recent resignation of Engineering Project Manager Brandon Wisner, we have evaluated the growth of our staff and the needs of the division. We recommend the promotion of Ryan Sandhoefner to the title of Engineering Project Manager and to go to market to rehire the Engineer I position. Our turnaround is quick as we desire to be on the market as new graduates look for positions near the end of the school year.

Ryan has continued to take on more duties as his experience with us has trained and positioned him for advancement in his career.

Financial Impact

The approval is budget negative as the new Engineering Project Manager would be assigned to Step C, and we expect to hire a new Engineer I at Step A.

Mission/Policy/Goal

City Mission.

Attachments

- I. Engineering Project Manager Job Description

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

Engineering Project Manager

Position Description

Department/Division: Public Works/Engineering		Immediate Supervisor: Senior Engineering Project Manager
Pay Grade: 6E	FLSA Status: Exempt	Last Updated: 10/2020
Positions Supervised: Outside Consultants		
Position Summary The Engineering Project Manager plans, manages, supervises, and coordinates activities and operations of assigned engineering projects and the city's Stormwater Management Program. Consults with state officials regarding interpretation of rules governing water pollution prevention, wetland protection, and floodplain management. Responds to citizen concerns.		

Essential Functions

1. Under the direction of the Senior Engineering Project Manager, serves as project manager for assigned projects.
 - A. Designs and reviews plans for city infrastructure projects to ensure design criteria are met and in accordance with city standards.
 - B. Provides plan review, coordination, and management of private development projects.
 - C. Provides design, plan review, coordination, management, and construction oversight on city infrastructure projects.
 - D. Coordinates and, at times, performs inspections on private and public projects.
 - E. Coordinates and attends bid openings and preconstruction meetings.
 - F. Reviews development agreements to assure completion of improvements conducted by private developers is in accordance with city requirements.
 - G. Remains up to date on all specifications, regulations, codes, construction practices and generally-accepted engineering standards.
 - H. Coordinates and oversees application of all local, state, and federal ordinances, codes, rules, and regulations and ensures all reporting requirements are met.
 - I. Reviews preliminary and final plats, commercial site plans, preliminary utility plans, grading plans, constructions plans, drawings, and specifications submitted by consultants, engineers and developer to determine whether they conform to city comprehensive plans, guidelines, policies, ordinances, and engineering standards.
 - J. Maintains and updates information on city mapping system and asset database.
 - K. Produces maps, charts, and drawings to support other departments.
 - L. Works with building safety division on grading permits, building permit review, etc.
2. Serves as project manager to other departments for services on design and construction of assigned infrastructure projects.
 - A. Provides oversight of all components of design team selection, and design phase plan preparation.
 - B. Provides guidance for the selection of construction contracting methods and execution of contracts.

- C. Serves as the cities representative to negotiate project change orders and construction related issues throughout a project.
 - D. Ensures final project closeout and turnover.
3. Manages the City's MS4 Permit and the Stormwater Management Plan (SWMP).
- A. Plans, organizes, and coordinates daily stormwater program activities including but not limited to maintenance operations, design review, investigation, inspection, and water quality programs related to public and private stormwater systems.
 - B. Conducts public meetings and prepares educational materials and programs in accordance with NPDES requirements.
 - C. Coordinates staff training for practices and compliance as required, including knowledge and implementation of BMPs.
 - D. Develops and manages all education programs relating to stormwater pollution prevention and proper selection and use of BMPs.
 - E. Manages erosion control compliance; completes and directs field reviews. Develops and manages activities to assure compliance with all regulations associated with any current or future governing Total Maximum Daily Loads (TMDL's) in the city.
 - F. Reviews drainage calculations and development plans for compliance with stormwater management ordinances.
 - G. Completes annual report on city's Phase II MS4 Permit and presents at City Council or other public meetings. Ensures report is submitted to the Minnesota Pollution Control Agency (MPCA) by the established deadline.
 - H. Develops, tracks, and maintains all program data to prepare annual stormwater budget.
 - I. Represents the city in meetings involving other municipal and county governments and state and federal agencies; serves as liaison with federal, state, and other agencies with respect to regulations and programs involving water pollution and stormwater and flooding issues.
 - J. Attends and participates in associated professional group meetings; stays abreast of new trends and innovations in the field of stormwater and environmental programs.
4. Completes stormwater management designs and reviews.
- A. Reviews all proposed property developments (new and redeveloped), and plans for compliance with applicable stormwater management ordinances and NPDES permit requirements.
 - B. Provides design, review, and oversight of stormwater capital projects from concept to completion.
 - C. Develops capital project priorities under direction of city engineer; provides technical expertise and responds to complex questions; resolves conflicts and interprets various codes and ordinances; develops and revises procedures as needed.
 - D. Attends Technical Evaluation Panel (TEP) meetings to ensure all local stormwater ordinances are followed.
 - E. Prepares council briefings, state reports, and grant applications on all program activities.
5. Prepares, submits, and administers annual Stormwater Budget and Capital Improvement Plan including the controls necessary to ensure budgetary compliance.
- A. Monitors revenues and expenditures to assure sound fiscal control.
 - B. Assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
 - C. Prepares grant requests and other applications for project funding as they become available.
 - D. Prepares assessment roles and leads the administration of the assessment process when the Minnesota Statute 429 process is used to fund public improvements.

6. Performs other essential job duties.
 - A. Follows all safety procedures.
 - B. Participates in required technical and safety training.
 - C. Regular and timely work attendance.

Required Knowledge, Skills, and Abilities

- ☐ Demonstrates an advanced understanding of the federal, state, and local laws, ordinances and programs on public infrastructure and stormwater management.
- ☐ Demonstrates an ability to effectively communicate information with agencies and the public.
- ☐ Ability to follow complex oral and written instructions. Demonstrates a proficiency in writing, speaking, and listening to effectively communicate a variety of situations to varied audiences.
- ☐ Ability to establish and maintain effective working relationships with city staff, advisory bodies, other government agencies, and the public.
- ☐ Ability to prepare and manage multiple work programs in an efficient and productive manner.
- ☐ Demonstrates an ability to review construction sites, conduct investigations, develop corrective actions, and monitor implementation to determine if desired results are achieved.
- ☐ Ability to work independently and assume responsibilities with minimal direct supervision.
- ☐ Ability to navigate project areas and uneven terrain to complete essential duties.

Minimum Qualifications

- ☐ Bachelor's degree in Civil Engineering, Environmental Engineering, Water Resource Management, or closely related field.
- ☐ One year of experience working in the engineering field.
- ☐ Valid driver's license and good driving record.

Preferred Qualifications

- ☐ Valid Fundamentals of Engineering (FE) license through the Minnesota Board of Architecture, Engineering, Land Surveying, Landscape Architecture, Geoscience, and Interior Design.
- ☐ Additional years of experience and/or additional relevant certifications.
- ☐ Additional related education.
- ☐ Emphasized college stormwater curriculum.
- ☐ Certified Professional in Erosion and Sediment Control.

This Position Description is not intended to be all-inclusive. It is within the City of Elk River's discretion to assign additional duties and responsibilities or remove duties and responsibilities at any time.

This Position Description does not constitute a Contract of Employment.



Request for Action

To
City Council

Item Number
4.8

Meeting Date
April 15, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Escrow Agreement: Trellis - Clear Sky Apartments

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the escrow agreement securing funds for landscape improvements at 10730 175th Ave NW.

Background/Discussion

The City Council reviewed a similar escrow agreement on February 5, 2024, and due to requested changes from other signatories to the agreement, staff is now seeking approval of the updated agreement. All other terms of the agreement and the intent as outlined in the attached staff report from February 5, 2024, remain.

Staff and the city attorney have reviewed the updated agreement and are comfortable with the current proposal.

Financial Impact
None

Mission/Policy/Goal
Supports businesses working in the community.

Attachments

1. Staff Report February 5, 2024
2. Escrow Agreement

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 Mayor and City Council		Item Number 4.5
Agenda Section Consent Agenda	Meeting Date February 5, 2024	Prepared by Zack Carlton, Community Development Director
Item Description Escrow Agreement: Clear Sky (Trellis) Apartment Project	Reviewed by Cal Portner, City Administrator	
	Reviewed by	

Action Requested

Approve, by motion, the escrow agreement securing funds for landscape improvements at 10730 175th Ave NW.

Background/Discussion

The Clear Sky apartment project, developed by Trellis Co, completed construction of their building, and has requested a temporary certificate of occupancy (CO) to begin leasing their units. However, the exterior landscaping and sidewalk work has not been completed due to the winter season.

Typically, the city issues a temporary CO and collects an escrow for all outstanding work, allowing the facility to open prior to completing all required improvements. This escrow is held by the city and released when the work is completed in the spring. The applicant contacted staff to note that additional agencies also require an escrow for this project to secure the same improvements. They proposed adding the city as an interested party in an escrow agreement held by the title company.

Staff and the city attorney reviewed the escrow agreement and are comfortable with this proposal, helping the applicant reduce costs for their project.

Financial Impact

None

Mission/Policy/Goal

Support businesses working in the community.

Attachments

- Escrow Agreement

The Elk River Vision

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



Updated: January 2023

ESCROW AGREEMENT

Guaranty File No.: 67067-1

Insured: Minnesota Housing Finance Agency ("MHFA")

Interested Party: City of Elk River ("City")

Borrower: Hillside Heights Limited Partnership

The undersigned, as Borrower, hereby agrees to employ Guaranty Commercial Title, Inc. ("Guaranty") to act as escrow agent in accordance with the following instructions and provisions:

1. Borrower hereby deposits the sum of \$138,929.28 with Guaranty.
2. The funds deposited ("Escrowed Funds") shall be held by Guaranty pending approval of MHFA, City and Borrower that the Landscaping and Walking Path work as shown in Exhibit A (the "Work") has been completed to their reasonable satisfaction, including MHFA's receipt and approval of the as-built survey and final certificate of occupancy.
3. Upon receipt of confirmation of the terms set forth in paragraph 2 above, Guaranty shall pay for all labor and materials and obtain final lien waivers for same. Any remaining Escrow Funds will be distributed in accordance with Section 2.7 of MHFA's Construction Loan Agreement executed in connection with the Hillside Heights project.
4. Subject to paragraphs 2 and 3, above, the City may, by providing 10 day advance written notice to Borrower and Guaranty, assume responsibility for completion of the Work in the event Borrower or contractor have abandoned or discontinued the Work for a period of 30 consecutive days for reasons other than acts of God, fire, storm, strikes, blackouts, labor difficulties, riots, inability to obtain materials, equipment or labor, governmental restrictions, or any similar cause over which Borrower is unable to exercise control. The City would submit a request for disbursement to Guaranty to pay the City's contractor directly once MHFA has given its approval as contemplated by paragraph 2 above.
5. No rescission of this escrow or modification of its terms shall be effective without the written consent of the undersigned and Guaranty.
6. City and Borrower shall hold Guaranty harmless from any claims or expenses arising out of this Escrow Agreement, except for Guaranty's failure to account for payments made pursuant to these instructions.
7. Following release of the Escrowed Funds as directed herein, Guaranty shall have no further obligations or liabilities arising from or related to this Agreement.

[SIGNATURE PAGES TO FOLLOW]

Dated: _____

BORROWER:

Hillside Heights Limited Partnership,
a Minnesota limited partnership

By: Trellis Hillside Heights GP LLC,
a Minnesota limited liability company
General Partner

By: _____
Elizabeth Flannery
Its: President/Chief Manager

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Dated: _____

CITY:
City of Elk River

By:
Its:

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Guaranty Commercial Title, Inc. hereby acknowledges receipt of the funds specified in Paragraph 1 above and agrees to act as escrow agent as above set forth.

Dated: _____

GUARANTY COMMERCIAL TITLE, INC.

By: _____

Its: _____

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Exhibit A

IRRIGATION ZONING SCHEDULE	
SYM	NOTES
	DRIP
	SPRAY
SQ. FEET	
9,321 SF	
40,428 SF	



Items Highlighted Yellow are areas that are incomplete. Areas in blue and red are complete.



Request for Action

To
City Council

Item Number
4.9

Meeting Date
April 15, 2024

Prepared By
Ryan Sandhoefner, Engineer I

Item Description
Pay Estimates

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

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

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

Financial Impact

Project	Pay Estimate #	Contractor	Amount
Nature's Edge Business Center 3rd Addition	Final	Northwest Asphalt	\$38,253.14
Trott Brook Barn Remodel	Final	Dahleheimer Construction	\$28,352.00
Orono Park Reconstruct	Final	New Look Contracting	\$3,302.90

Mission/Policy/Goal
City Mission Statement

- Attachments**
1. Final Pay Estimate - Northwest Asphalt
 2. Final Pay Estimate-Dahlheimer Construction
 3. Final Pay Estimate-New Look Contracting

The Elk River Vision

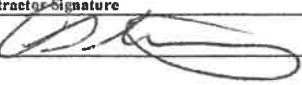
A welcoming community with revolutionary and spirited resourcefulness, exceptional service, and community engagement that encourages and inspires prosperity

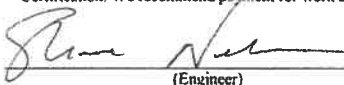
Contractor's Application for Payment No.			FINAL
To (Owner): City of Elk River	Application Period: 6/01/2023 to 12/31/2023	Application Date:	January 24, 2024
Project: Natures Edge Business Center Third Addition	From (Contractor): Northwest Asphalt	Via (Engineer):	Hakanson Anderson

**Application For Payment
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
TOTALS	\$0.00	\$0.00		
NET CHANGE BY CHANGE ORDERS	\$0.00			

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,967,329.71
2. Net change by Change Orders.....	\$	\$0.00
3. Current Contract Price (Line 1 + 2).....	\$	\$1,967,329.71
4. TOTAL COMPLETED AND STORED TO DATE.....	\$	\$1,912,656.86
5. RETAINAGE:		
a. 0% X Work Completed.....	\$	\$0.00
b. 0% X Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,912,656.86
7. MATERIAL ON HAND NOT INSTALLED (75% of Cost).....	\$	
8. LESS PREVIOUS PAYMENTS.....	\$	\$1,874,403.72
9. AMOUNT DUE THIS APPLICATION.....	\$	\$38,253.14

Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature	
By: 	Date: 3/26/2024

ENGINEER: HAKANSON ANDERSON
 Certification: We recommend payment for work and quantities shown.
 1-24-2024
 (Engineer) Date

OWNER: CITY OF ELK RIVER
 3.28.2024
 (Owner) Date

Code: 245-4-6210-4530

**FINAL PAYMENT
CITY OF ELK RIVER
NATURES EDGE BUSINESS CENTER THIRD ADDITION**

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	MOBILIZATION	1	LUMP SUM	\$ 70,400.00	\$ 70,400.00	1	\$ 70,400.00
2	CLEARING	10	EACH	\$ 112.80	\$ 1,128.00	10	\$ 1,128.00
3	GRUBBING	10	EACH	\$ 75.20	\$ 752.00	10	\$ 752.00
4	CLEARING	2.15	ACRE	\$ 7,200.00	\$ 15,480.00	2.15	\$ 15,480.00
5	GRUBBING	2.15	ACRE	\$ 4,800.00	\$ 10,320.00	2.15	\$ 10,320.00
6	REMOVE CONCRETE APRON	1	EACH	\$ 300.00	\$ 300.00	1	\$ 300.00
7	REMOVE GATE VALVE AND BOX	1	EACH	\$ 400.00	\$ 400.00	1	\$ 400.00
8	REMOVE HYDRANT	1	EACH	\$ 400.00	\$ 400.00	1	\$ 400.00
9	REMOVE SIGN	1	EACH	\$ 50.00	\$ 50.00	1	\$ 50.00
10	SALVAGE SIGN	2	EACH	\$ 50.00	\$ 100.00	2	\$ 100.00
11	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	590	LIN FT	\$ 3.50	\$ 2,065.00	670	\$ 2,345.00
12	REMOVE WATERMAIN	10	LIN FT	\$ 90.00	\$ 900.00	10	\$ 900.00
13	REMOVE CONCRETE CURB	797	LIN FT	\$ 3.50	\$ 2,789.50	798	\$ 2,793.00
14	REMOVE BITUMINOUS PAVEMENT	1,374	SQ YD	\$ 5.00	\$ 6,870.00	1,374	\$ 6,870.00
15	EXCAVATION - COMMON	95,211	CU YD	\$ 1.96	\$ 186,613.56	95,211	\$ 186,613.56
16	DEWATERING	1	LUMP SUM	\$ 44,000.00	\$ 44,000.00	1	\$ 44,000.00
17	SUBGRADE SOIL MODIFICATION	10,471	SQ YD	\$ 0.75	\$ 7,853.25	10,471	\$ 7,853.25
18	SUBGRADE PREPARATION	28.9	ROAD STA	\$ 600.00	\$ 17,340.00	28.9	\$ 17,340.00
19	AGGREGATE BASE CLASS 5 - TRAIL (CV) (P)	495	CU YD	\$ 35.60	\$ 17,622.00	495	\$ 17,622.00
20	AGGREGATE BASE CLASS 5 - STREET (CV) (P)	3,088	CU YD	\$ 27.00	\$ 83,376.00	3,088	\$ 83,376.00
21	MILL BITUMINOUS SURFACE (2.0")	124	SQ YD	\$ 20.00	\$ 2,480.00	100	\$ 2,000.00
22	BITUMINOUS MATERIAL FOR TACK COAT	705	GALLONS	\$ 3.00	\$ 2,115.00	685	\$ 2,055.00
23	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B) 2.5" THICK	2,686	SQ YD	\$ 13.70	\$ 36,798.20	2,686	\$ 36,798.20
24	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) 2.0" THICK	10,072	SQ YD	\$ 8.65	\$ 87,122.80	10,072	\$ 87,122.80
25	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B) 2.5" THICK	9,948	SQ YD	\$ 10.30	\$ 102,464.40	9,948	\$ 102,464.40
26	15" RC PIPE APRON	3	EACH	\$ 1,040.00	\$ 3,120.00	3	\$ 3,120.00
27	18" RC PIPE APRON	2	EACH	\$ 1,102.00	\$ 2,204.00	2	\$ 2,204.00
28	21" RC PIPE APRON	1	EACH	\$ 1,257.00	\$ 1,257.00	1	\$ 1,257.00
29	42" RC PIPE APRON	1	EACH	\$ 2,682.00	\$ 2,682.00	1	\$ 2,682.00
30	TRASH GUARD FOR 15" PIPE APRON	3	EACH	\$ 556.00	\$ 1,668.00	3	\$ 1,668.00
31	TRASH GUARD FOR 18" PIPE APRON	2	EACH	\$ 610.00	\$ 1,220.00	2	\$ 1,220.00

**FINAL PAYMENT
CITY OF ELK RIVER
NATURES EDGE BUSINESS CENTER THIRD ADDITION**

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
32	TRASH GUARD FOR 21" PIPE APRON	1	EACH	\$ 961.00	\$ 961.00	1	\$ 961.00
33	TRASH GUARD FOR 42" PIPE APRON	1	EACH	\$ 2,636.00	\$ 2,636.00	1	\$ 2,636.00
34	6" PVC PIPE SEWER SDR 26	274	LIN FT	\$ 39.00	\$ 10,686.00	274	\$ 10,686.00
35	12" PVC PIPE SEWER SDR 35	3,531	LIN FT	\$ 49.00	\$ 173,019.00	3,486	\$ 170,814.00
36	12" RC PIPE SEWER DESIGN 3006 CL V	121	LIN FT	\$ 43.00	\$ 5,203.00	121	\$ 5,203.00
37	15" RC PIPE SEWER DESIGN 3006 CL V	456	LIN FT	\$ 47.00	\$ 21,432.00	456	\$ 21,432.00
38	18" RC PIPE SEWER DESIGN 3006 CL V	688	LIN FT	\$ 51.00	\$ 35,088.00	688	\$ 35,088.00
39	21" RC PIPE SEWER DESIGN 3006 CL V	191	LIN FT	\$ 60.00	\$ 11,460.00	191	\$ 11,460.00
40	24" RC PIPE SEWER DESIGN 3006 CL V	147	LIN FT	\$ 80.00	\$ 11,760.00	147	\$ 11,760.00
41	27" RC PIPE SEWER DESIGN 3006 CL V	183	LIN FT	\$ 117.00	\$ 21,411.00	183	\$ 21,411.00
42	36" RC PIPE SEWER DESIGN 3006 CL III	340	LIN FT	\$ 118.00	\$ 40,120.00	340	\$ 40,120.00
43	42" RC PIPE SEWER DESIGN 3006 CL III	90	LIN FT	\$ 165.00	\$ 14,850.00	90	\$ 14,850.00
44	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
45	CONNECT TO EXISTING STORM SEWER	1	EACH	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
46	6" PVC CAP	5	EACH	\$ 60.00	\$ 300.00	5	\$ 300.00
47	8" PVC CAP	1	EACH	\$ 230.00	\$ 230.00	1	\$ 230.00
48	12" PVC CAP	1	EACH	\$ 190.00	\$ 190.00	1	\$ 190.00
49	21" RC PIPE PLUG	2	EACH	\$ 150.00	\$ 300.00	2	\$ 300.00
50	27" RC PIPE PLUG	1	EACH	\$ 170.00	\$ 170.00	1	\$ 170.00
51	CLEAN AND VIDEO TAPE PIPE SEWER	3,764	LIN FT	\$ 1.80	\$ 6,775.20	3,764	\$ 6,775.20
52	8" PVC PIPE SEWER - DIRECTIONALL DRILLED	79	LIN FT	\$ 182.00	\$ 14,378.00	80	\$ 14,560.00
53	CONNECT TO EXISTING WATERMAIN	1	EACH	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
54	HYDRANT	7	EACH	\$ 4,760.00	\$ 33,320.00	7	\$ 33,320.00
55	6" GATE VALVE AND BOX	7	EACH	\$ 2,040.00	\$ 14,280.00	7	\$ 14,280.00
56	8" GATE VALVE AND BOX	5	EACH	\$ 2,600.00	\$ 13,000.00	5	\$ 13,000.00
57	12" GATE VALVE AND BOX	5	EACH	\$ 4,310.00	\$ 21,550.00	5	\$ 21,550.00
58	HYDRANT RISER	6	LIN FT	\$ 1.00	\$ 6.00	2	\$ 2.00
59	6" WATERMAIN DUCTILE IRON CL 52	85	LIN FT	\$ 65.00	\$ 5,525.00	80	\$ 5,200.00
60	8" WATERMAIN DUCTILE IRON CL 52	301	LIN FT	\$ 66.00	\$ 19,866.00	302	\$ 19,932.00
61	12" WATERMAIN DUCTILE IRON CL 52	2,751	LIN FT	\$ 66.70	\$ 183,491.70	2,367	\$ 157,878.90
62	8" HDPE WATERMAIN (DIRECTIONAL DRILLED)	50	LIN FT	\$ 175.00	\$ 8,750.00	50	\$ 8,750.00

**FINAL PAYMENT
CITY OF ELK RIVER
NATURES EDGE BUSINESS CENTER THIRD ADDITION**

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
63	12" HDPE WATERMAIN (DIRECTIONAL DRILLED)	848	LIN FT	\$ 72.00	\$ 61,056.00	1,280	\$ 92,160.00
64	3" POLYSTYRENE INSULATION	40	SQ YD	\$ 37.00	\$ 1,480.00	28.4	\$ 1,050.80
65	DUCTILE IRON FITTINGS	6,500	POUND	\$ 11.50	\$ 74,750.00	2,498	\$ 28,727.00
66	CASTING ASSEMBLY	31	EACH	\$ 462.00	\$ 14,322.00	31	\$ 14,322.00
67	CONSTRUCT SANITARY STRUCTURE DESIGN 4007	216.2	LIN FT	\$ 287.00	\$ 62,049.40	216.2	\$ 62,049.40
68	CONSTRUCT DRAINAGE STRUCTURE DESIGN 24"X36"	13.6	LIN FT	\$ 586.00	\$ 7,969.60	13.6	\$ 7,969.60
69	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	33.1	LIN FT	\$ 477.00	\$ 15,788.70	33.1	\$ 15,788.70
70	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	32.5	LIN FT	\$ 731.00	\$ 23,757.50	32.5	\$ 23,757.50
71	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	27.6	LIN FT	\$ 762.00	\$ 21,031.20	27.6	\$ 21,031.20
72	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	12.1	LIN FT	\$ 1,268.00	\$ 15,342.80	12.1	\$ 15,342.80
73	GEOTEXTILE FILTER TYPE 4	202	SQ YD	\$ 4.00	\$ 808.00	118	\$ 472.00
74	RANDOM RIPRAP CLASS IV	35.9	CU YD	\$ 166.00	\$ 5,959.40	35.9	\$ 5,959.40
75	ARTICULATED BLOCK MAT CLOSED CELL TYPE B	66	SQ YD	\$ 218.00	\$ 14,388.00	66	\$ 14,388.00
76	6" CONCRETE WALK	128	SQ FT	\$ 11.30	\$ 1,446.40	128	\$ 1,446.40
77	CONCRETE CURB AND GUTTER DESIGN B612	101	LIN FT	\$ 25.65	\$ 2,590.65	63	\$ 1,615.95
78	CONCRETE CURB AND GUTTER DESIGN B618	5,150	LIN FT	\$ 12.65	\$ 65,147.50	5,152	\$ 65,172.80
79	7" CONCRETE DRIVEWAY PAVEMENT	28	SQ YD	\$ 63.00	\$ 1,764.00	29	\$ 1,827.00
80	8" CONCRETE DRIVEWAY PAVEMENT	55	SQ YD	\$ 63.00	\$ 3,465.00	49	\$ 3,087.00
81	TRUNCATED DOMES	20	SQ FT	\$ 100.00	\$ 2,000.00	31	\$ 3,100.00
82	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	725	LIN FT	\$ 14.50	\$ 10,512.50	723	\$ 10,483.50
83	TRAFFIC CONTROL	1	LUMP SUM	\$ 2,250.00	\$ 2,250.00	1	\$ 2,250.00
84	SIGN PANELS TYPE C	26.3	SQ FT	\$ 55.00	\$ 1,446.50	26.3	\$ 1,446.50
85	INSTALL SIGN	2	EACH	\$ 150.00	\$ 300.00	2	\$ 300.00
86	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
87	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00
88	STORM DRAIN INLET PROTECTION	17	EACH	\$ 150.00	\$ 2,550.00	17	\$ 2,550.00
89	CULVERT END CONTROLS	4	EACH	\$ 250.00	\$ 1,000.00	4	\$ 1,000.00
90	SILT FENCE; TYPE MS	4,300	LIN FT	\$ 2.62	\$ 11,266.00	13,280	\$ 34,793.60
91	SEDIMENT CONTROL LOG TYPE WOOD FIBER	9,200	LIN FT	\$ 2.77	\$ 25,484.00		\$ -
92	FERTILIZER TYPE 1	7,560	POUND	\$ 0.64	\$ 4,838.40	3,940	\$ 2,521.60
93	SODDING TYPE LAWN	600	SQ YD	\$ 9.15	\$ 5,490.00	600	\$ 5,490.00

**FINAL PAYMENT
CITY OF ELK RIVER
NATURES EDGE BUSINESS CENTER THIRD ADDITION**

Base Bid

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
94	ROLLED EROSION PREVENTION CATEGORY 15	42,147	SQ YD	\$ 1.59	\$ 67,013.73	42,450	\$ 67,495.50
95	SEED MIXTURE 25-131	4,576	POUND	\$ 4.93	\$ 22,559.68	3,135	\$ 15,455.55
96	SEED MIXTURE 33-261	154	POUND	\$ 25.20	\$ 3,880.80	170	\$ 4,284.00
97	HYDRAULIC MULCH MATRIX	5,000	POUND	\$ 0.74	\$ 3,700.00	5,750	\$ 4,255.00
98	MULCH MATERIAL TYPE 1	58.8	TON	\$ 0.01	\$ 0.59		\$ -
99	SEEDING	25.4	ACRE	\$ 595.00	\$ 15,113.00	23	\$ 13,685.00
100	4" SOLID LINE MULTI-COMPONENT	715	LIN FT	\$ 0.75	\$ 536.25	663	\$ 497.25
101	4" DOUBLE SOLID LINE YELLOW - EPOXY	2,359	LIN FT	\$ 1.50	\$ 3,538.50	2,869	\$ 4,303.50
102	PAVEMENT MESSAGE MULTI-COMPONENT	90	SQ FT	\$ 6.50	\$ 585.00	90	\$ 585.00
Total Base Bid					\$ 1,967,329.71		\$ 1,912,656.86

TOTAL

\$1,912,656.86



Document G707™ – 1994

Consent Of Surety to Final Payment

Bond Number: 2328074

PROJECT: (Name and address)
Natures Edge Business Center Third
Addition

ARCHITECT'S PROJECT NUMBER:

OWNER: ☒

ARCHITECT: ☐

CONTRACT FOR: General Construction

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: (Name and address)
City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330

CONTRACT DATED: January 10, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

, SURETY,

on bond of

(Insert name and address of Contractor)

Northwest Asphalt, Inc.
1451 Stagecoach Road
Shakopee, MN 55379-2797

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Elk River
13065 Orono Parkway NW
Elk River, MN 55330

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: March 27, 2024

(Insert in writing the month followed by the numeric date and year.)

Swiss Re Corporate Solutions America Insurance Corporation
(Surety)

(Signature of authorized representative)

Colby White, Attorney-In-Fact
(Printed name and title)

Attest:

(Seal):

Sarah J. Dragt



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R. W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, RACHEL THOMAS, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, LIN ULVEN, EMILY WHITE, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER
and MICHELLE MORRISON JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 23RD day of FEBRUARY, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 23RD day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of March, 2024.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-584-364-896
Submitted Date and Time:	27-Mar-2024 11:43:31 AM
Legal Name:	NORTHWEST ASPHALT INC
Federal Employer ID:	41-1321372
User Who Submitted:	northwest
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	663932928
Minnesota ID:	5333310
Project Owner:	CITY OF ELK RIVER
Project Number:	NA
Project Begin Date:	17-Mar-2022
Project End Date:	29-Jun-2023
Project Location:	ELK RIVER
Project Amount:	\$1,912,656.86

Subcontractor Summary

Name	ID	Affidavit Number
CASTLE ROCK CONTRACTING & TREE SERVICE	9925969	104484864
EBI DRILLING SERVICES INC.	6383131	1507479552
SAFETY SIGNS LLC	5139558	1630818304
SCHMIDT CURB COMPANY	3605361	1068781568
SIR LINES-A-LOT INC.	3509324	677007360

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-522-418-272
Submitted Date and Time:	7-Jun-2023 11:24:59 AM
Legal Name:	CASTLE ROCK CONTRACTING & TREE SRVC LLC
Federal Employer ID:	26-4178035
User Who Submitted:	CastleRock
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	104484864
Minnesota ID:	9925969
Project Owner:	CITY OF ELK RIVER
Project Number:	NATURES EDGE BUSINESS CENTER
Project Begin Date:	08-Mar-2022
Project End Date:	08-Mar-2022
Project Location:	ELK RIVER
Project Amount:	\$15,750.00
Subcontractors:	No Subcontractors

Important Messages

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DEPARTMENT OF REVENUE

#22-009

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-516-126-816
Submitted Date and Time:	7-Jun-2023 11:12:32 AM
Legal Name:	EBI DRILLING SERVICES INC
Federal Employer ID:	84-2248516
User Who Submitted:	EBIDrillingservicesinc
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1507479552
Minnesota ID:	6383131
Project Owner:	CITY OF ELK RIVER
Project Number:	23-009
Project Begin Date:	01-May-2022
Project End Date:	12-May-2022
Project Location:	ELK RIVER MN
Project Amount:	\$60,640.00
Subcontractors:	No Subcontractors

Important Messages

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DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-737-261-664
Submitted Date and Time:	7-Jun-2023 2:36:20 PM
Legal Name:	SAFETY SIGNS LLC
Federal Employer ID:	41-1991774
User Who Submitted:	beth novak
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1630818304
Minnesota ID:	5139558
Project Owner:	CITY OF ELK RIVER
Project Number:	NWA PROJECT NO. 1255
Project Begin Date:	10-May-2022
Project End Date:	01-Jul-2022
Project Location:	13085 ORONO PARKWAY, ELK RIVER, MN
Project Amount:	\$13,760.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-768-131-680
Submitted Date and Time:	7-Jun-2023 8:44:15 PM
Legal Name:	SCHMIDT CURB COMPANY INC
Federal Employer ID:	41-1555068
User Who Submitted:	Schmidt Curb
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1068781568
Minnesota ID:	3605361
Project Owner:	CITY OF ELK RIVER
Project Number:	1255
Project Begin Date:	30-May-2022
Project End Date:	05-Jul-2022
Project Location:	NATURES EDGE BUSINESS CENTER
Project Amount:	\$72,613.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



DEPARTMENT OF REVENUE

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-739-361-376
Submitted Date and Time:	9-Jun-2023 12:47:41 PM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	677007360
Minnesota ID:	3509324
Project Owner:	CITY OF ELK RIVER
Project Number:	1255
Project Begin Date:	01-Jun-2022
Project End Date:	31-May-2023
Project Location:	NATURES EDGE BUSINESS CENTER
Project Amount:	\$9,335.75
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: 3/26/24

The undersigned hereby acknowledges receipt of the sum of \$1,912,656.86
CHECK ONLY ONE

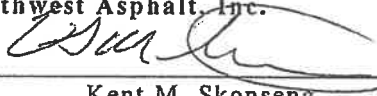
- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☐ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$_____ retainage or holdback)
- 3) **XXX** ☒ as full and final payment for all labor, skill and material furnished or to be furnished to the following described real property: (legal description, street address or project name)

Natures Edge Business Center 3rd Addition
City of Elk River

and for the value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property (only for the amount paid if Item #1 is checked, and except for retainage shown if Item #2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

In the event payment has been made by check, then this lien waiver is conditional and becomes valid only upon clearing of the payment check.

Northwest Asphalt, Inc.

By: 

Kent M. Skonseng

Corporate Secretary
(Title)

1451 Stagecoach Road
(Address)

Shakopee, MN 55379-2797

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

W:\\shell\\lienwaiver



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379

Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, CASTLE ROCK CONTRACTING acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 15,592.50 ^{To Date} as ~~PARTIAL~~ / FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** NATURES EDGE BUSINESS CENTER ****

NWA JOB # 1255

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 7-17-23

BY: Mary Alice

ITS: President

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, EBI DRILLING SERVICES INC acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 60,640.00 ^{TO DATE} as ~~PARTIAL~~ FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** NATURES EDGE BUSINESS CENTER ****

NWA JOB # 1255

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 8/14/2023

BY: Kez Anderson

ITS: Project Engineer

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, SAFETY SIGNS LLC acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 13,760.00 ^{To Date} as ~~PARTIAL~~ FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

** 13065 Orono Parkway **

NWA JOB # 1255

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases (1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and (2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 8/9/2023

BY: Beth Novak

ITS: Controller

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, SCHMIDT CURB COMPANY, INC. acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 71,886.87 ^{To Date} as ~~PARTIAL~~ FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** NATURES EDGE BUSINESS CENTER ****

NWA JOB # 1255

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases
(1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and
(2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: 8-28-23

BY: John Fink

ITS: President

Failure to return this lien waiver may delay future payments.



NORTHWEST ASPHALT, INC

1451 Stagecoach Road * Shakopee, MN 55379
Phone 952-445-1003 * Fax 952-445-1056

Receipt and Waiver of Lien and Bond Claim Rights

The undersigned, Sir Lines-A-Lot acknowledges receipt of payment from Northwest Asphalt, Inc. or its subcontractor (if applicable) in the amount of \$ 9335.75 ^{To Date} as ~~PARTIAL~~ FINAL payment for all labor, materials, equipment and services provided by the undersigned through the date hereof for the completion of project listed:

**** Natures Edge Business Center 3rd Addition ****

NWA JOB # 1255

To induce Northwest Asphalt, Inc. or its subcontractor to make this payment, the undersigned represents and warrants to Northwest Asphalt, Inc. and its subcontractor that the undersigned has fully paid any and all of its laborers, suppliers and subcontractors for labor, materials, equipment and services provided for the Project through the date hereof.

In consideration of this payment, the undersigned waives and forever releases
(1) any mechanics' or other lien claims it has or may have against Northwest Asphalt, Inc., the Project owner or the property upon which the Project is located, and
(2) any claim it has or may have against Northwest Asphalt, Inc. and Northwest Asphalt, Inc.'s surety under the labor and material payment bond, if any, provided by Northwest Asphalt, Inc. for the Project. If this is a partial payment only, this waiver release is effective only to the extent of the payment received.

DATED: August 15, 2023

BY: Ch. User

ITS: Chaise VanOverbeke - President

Failure to return this lien waiver may delay future payments.

Nathan Dahlheimer

Dahlheimer Construction Inc.

21309 150th St

Elk River, MN 55330 US

763-442-7699

dcinc77@yahoo.com

Invoice 1904



BILL TO
MSPM Brandon Wisner
City of Elk River

DATE
04/02/2024

PLEASE PAY
\$28,352.00

DUE DATE
05/02/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Construction	Final Invoice for remaining balance for roofing, siding, gutters and window and door replacement at Trott Brook Barn @ 18300 Trott Brook NW, Elk River, Mn. (Includes Gutter at YAC Facility storage shed)	1	28,352.00	28,352.00

TOTAL DUE **\$28,352.00**

THANK YOU.

292-41-526-4520
[Signature]
[Initials]

Dahlheimer Construction Inc.
21309 150th St
Elk River, MN 55330 US
763-442-7699
dcinc77@yahoo.com

Estimate 1141



ADDRESS MSPM Brandon Wisner City of Elk River	DATE 03/25/2024	TOTAL \$2,856.00	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Construction	Estimate for gutter & down spout installed at Trott Brook barn. (North side only)	1	1,464.00	1,464.00
	Construction	Estimate for gutter & down spout installed @ YAC Storage garage. (North side only)	1	1,392.00	1,392.00

TOTAL	\$2,856.00
-------	------------

THANK YOU.

Accepted By

Accepted Date



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-558-949-216
Submitted Date and Time:	11-Apr-2024 3:50:53 PM
Legal Name:	DAHLHEIMER CONSTRUCTION INC
Federal Employer ID:	26-3885344
User Who Submitted:	dahlheimer construction
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	181063680
Minnesota ID:	9755722
Project Owner:	CITY OF ELK RIVER
Project Number:	TROTT BROOK BARN
Project Begin Date:	21-Feb-2024
Project End Date:	10-Apr-2024
Project Location:	18294 TROTT BROOK PKWY NW ELK RIVER MN
Project Amount:	\$58,352.00

Subcontractor Summary

Name	ID	Affidavit Number
DAC CONSTRUCTION LLC	2142034	1746718720
FAIRWAY CUSTOM HOMES INC	6934081	1193070592
PRO TECH SEAMLESS RAIN GUTTERS INC	8177760	1566363648

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Owner: City of Elk River

Job Location: Orono Park Reconstruct

Unit Billing

Application:

RETAINAGE

Period: 4/4/2024

Application For Payment On Contract

Contract Sum to Date	1,481,119.46
Total Complete to Date	1,471,234.07
Total Retained	0.00
Total Earned Less Retained	1,471,234.07
Less Previous Billings	1,467,931.17

Current Payment Due \$3,302.90

Balance on Contract 0

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor:

Date:

4-10-2024

FINAL

420-4-8542-4530

Terms: Invoices are due and payable 30DY from the date of invoice. All overdue amounts will be charged a service charge of 18.00 % per annum. Please make checks payable to: New Look Contracting, Inc.

Thank you for your prompt payment.

KC-134 ✓

Unit Billing

Application:

Period:

Schedule of Work Completed

Bid Item Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
1 SECTION 1									
10 Surveying & Staking	32,770.00	32,770.00	1.00		1.00	32,770.00		32,770.00	
20 Mobilization	65,000.00	65,000.00	1.00		1.00	65,000.00		65,000.00	
30 Remove Bit Pavement	1.90	22,336.40	11,756.00		11,756.00	22,336.40		22,336.40	
40 Remove Concrete Pavement	0.60	1,411.20	2,352.00		2,352.00	1,411.20		1,411.20	
50 Remove Concrete Curb	1.40	5,649.00	4,035.00		4,035.00	5,649.00		5,649.00	
60 Remove Light Pole & Base	310.00	3,410.00	11.00		11.00	3,410.00		3,410.00	
70 Clearing & Grubbing	500.00	11,000.00	22.00		22.00	11,000.00		11,000.00	
80 Remove Chain Link Fence	2.00	2,132.00	1,066.00		1,066.00	2,132.00		2,132.00	
90 Remove Drinking Founta	700.00	700.00	1.00		1.00	700.00		700.00	
100 Remove Sign	62.00	558.00	9.00		9.00	558.00		558.00	
110 Salvage & Reinstall Sign	110.00	220.00	1.00		1.00	110.00		110.00	
120 Salvage & Reinstall Ent	290.00	290.00							
130 Remove Power Pedestal	220.00	1,760.00	8.00		8.00	1,760.00		1,760.00	
140 Remove Drainage Structure	850.00	1,700.00	2.00		2.00	1,700.00		1,700.00	
150 Remove Drain Pipe	23.00	2,231.00	97.00		97.00	2,231.00		2,231.00	
160 Remove Shed	1,100.00	1,100.00	1.00		1.00	1,100.00		1,100.00	
170 Remove Volleyball Court	605.00	605.00	1.00		1.00	605.00		605.00	
171 SECTION 2									
180 Common Excavation	72,500.00	72,500.00	1.00		1.00	72,500.00		72,500.00	
190 Furnish & Install Topsoil	19.00	8,721.00	459.00		459.00	8,721.00		8,721.00	
200 Furnish & Install Sand(	8.30	8,814.60	1,062.00		1,062.00	8,814.60		8,814.60	
210 Furnish & Install Silt Fence	1.60	6,768.00	4,230.00		4,230.00	6,768.00		6,768.00	
220 Furnish & Install Silt Curtain	15.00	1,770.00	118.00		118.00	1,770.00		1,770.00	
230 Furnish & Install Bio Roll	4.00	544.00	136.00		136.00	544.00		544.00	
240 Furnish & Install Inlet Pr	190.00	3,610.00	19.00		19.00	3,610.00		3,610.00	
250 Furnish & Install CAT 3	3.00	2,256.00	752.00		752.00	2,256.00		2,256.00	
260 Install & Maintain Const	1,700.00	3,400.00	2.00		2.00	3,400.00		3,400.00	
261 SECTION 3									

Unit Billing

Application:

Period:

Schedule of Work Completed

Bid Item Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
270 6" PVC SDR-35 Sanitar	56.00	4,928.00	88.00		88.00	4,928.00		4,928.00	
280 4" PVC SDR-35 Sanitar	35.00	5,950.00	170.00		170.00	5,950.00		5,950.00	
290 Sanitary Clean Out	365.00	365.00	1.00		1.00	365.00		365.00	
300 Reconstruct Sanitary M	1,250.00	1,250.00	1.00		1.00	1,250.00		1,250.00	
310 4" HDPE Service	115.00	10,235.00	89.00		89.00	10,235.00		10,235.00	
320 1" ENDO PE Service	33.00	8,085.00	245.00		245.00	8,085.00		8,085.00	
330 24" Perf HDPE Infiltratio	108.00	10,260.00	95.00		95.00	10,260.00		10,260.00	
340 15" PVC Drainage Pipe	89.00	712.00	8.00		8.00	712.00		712.00	
350 Catch Basin with 24" Sump	3,900.00	3,900.00	1.00		1.00	3,900.00		3,900.00	
360 Rain Guardian Turret	3,800.00	19,000.00	2.50		2.50	9,500.00		9,500.00	
370 18" CMP Pipe Culvert	52.00	2,652.00	51.00		51.00	2,652.00		2,652.00	
380 12" CMP Pipe Culvert	46.00	5,244.00	114.00		114.00	5,244.00		5,244.00	
390 18" Metal Safety Apron	1,050.00	2,100.00	2.00		2.00	2,100.00		2,100.00	
400 12" Metal Apron	880.00	5,280.00	6.00		6.00	5,280.00		5,280.00	
410 Type 2 RipRap, Geotex	160.00	800.00	5.00		5.00	800.00		800.00	
420 Conc Erosion Mat	166.00	1,162.00	7.00		7.00	1,162.00		1,162.00	
430 3" Sched 40 PVC Sleeving	10.00	1,000.00	100.00		100.00	1,000.00		1,000.00	
431 SECTION 4									
440 Bit Pavement Entrance	22.20	160,506.00	7,230.00		7,230.00	160,506.00		160,506.00	
450 Bit Trails	16.40	71,110.40	4,336.04		4,336.04	71,111.00		71,111.00	
460 Bit Pickleball Court	30.00	28,770.00	959.00		959.00	28,770.00		28,770.00	
470 Reconstruct Existing Bit Trail	14.00	20,174.00	1,442.00		1,442.00	20,188.00		20,188.00	
480 6" Concrete Paving	9.20	214,516.40	23,317.00		23,317.00	214,516.40		214,516.40	
490 18" Wide Concrete Mai	21.70	9,287.60	428.00		428.00	9,287.60		9,287.60	
500 B612 Concrete Curb & Gutter	22.00	71,830.00	3,265.00		3,265.00	71,830.00		71,830.00	
510 6" x 18" Concrete Curb	17.00	8,636.00	508.00		508.00	8,636.00		8,636.00	
520 6" x 18" Concrete Curb	35.00	10,850.00	310.00		310.00	10,850.00		10,850.00	
530 Lot Striping, Signage, C	3,700.00	3,700.00	1.00		1.00	3,700.00		3,700.00	
540 Pickleball Court Color	7,200.00	7,200.00	1.00		1.00	7,200.00		7,200.00	

Unit Billing

Application:

Period:

Schedule of Work Completed

Bid Item Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
550 Truncated Domes w/ P	55.00	14,960.00	272.00		272.00	14,960.00		14,960.00	
551 SECTION 5									
560 Drinking Fountain	5,800.00	5,800.00	1.00		1.00	5,800.00		5,800.00	
570 Shower Tower	7,400.00	7,400.00	1.00		1.00	7,400.00		7,400.00	
580 10'x16' Shade Structur	10,990.00	10,990.00	1.00		1.00	10,990.00		10,990.00	
590 16'x16' Shade Structur	11,000.00	22,000.00	2.00		2.00	22,000.00		22,000.00	
600 Volleyball Net, Posts, F	2,500.00	5,000.00	2.00		2.00	5,000.00		5,000.00	
610 Pickleball Net, Posts, F	2,750.00	11,000.00	4.00		4.00	11,000.00		11,000.00	
620 4' Chain Link Fence Incl	36.22	4,781.04	132.00		132.00	4,781.04		4,781.04	
630 10' Fence, Gates, Footi	55.20	22,300.80	404.00		404.00	22,300.80		22,300.80	
640 Bike Loops	486.00	1,944.00	4.00		4.00	1,944.00		1,944.00	
650 Limestone Block Seating	436.00	64,092.00	147.00		147.00	64,092.00		64,092.00	
660 Metal Handrail	126.00	26,964.00	214.00		214.00	26,964.00		26,964.00	
661 SECTION 6									
670 Turf Seed Mix	3,000.00	17,700.00	5.90		5.90	17,700.00		17,700.00	
680 Decidious Trees 2" B&B	470.00	16,920.00	36.00		36.00	16,920.00		16,920.00	
690 Understory Tree 1.5" B&B	440.00	1,320.00	3.00		3.00	1,320.00		1,320.00	
700 #5 Shrubs	94.00	26,038.00	277.00		277.00	26,038.00		26,038.00	
710 #1 Perennials	30.00	4,080.00	136.00		136.00	4,080.00		4,080.00	
720 Metal Edging	9.00	1,332.00	148.00		148.00	1,332.00		1,332.00	
721 SECTION 7									
730 Lighting Unit - Single Fixture	3,550.00	46,150.00	13.00		13.00	46,150.00		46,150.00	
740 Lighting Unit - Double Fixture	1,800.00	1,800.00	1.00		1.00	1,800.00		1,800.00	
760 Concrete Light Base Fo	1,320.00	18,480.00	14.00		14.00	18,480.00		18,480.00	
770 1" Non-Metallic Conduit	3.00	6,510.00	2,170.00		2,170.00	6,510.00		6,510.00	
780 2" non-Metallic Conduit	4.70	1,645.00	350.00		350.00	1,645.00		1,645.00	
790 #1 Use Wire	4.40	554.40	126.00		126.00	554.40		554.40	
800 #2 Use Wire	5.50	693.00	126.00		126.00	693.00		693.00	
810 IP & 2P Breakers	16.50	99.00	6.00		6.00	99.00		99.00	

Unit Billing

Application:

RETAINAGE

Schedule of Work Completed

Period:4/4/2024

Bid Item Description	Price/Unit	Contract Plus Changes	Previous Units Billed	Current Units Complete	Total Units Complete	Previous Value	Current Value	Total Value	Retained
920 #8 Use Wire	2.75	6,347.00	2,308.00		2,308.00	6,347.00		6,347.00	
930 #10 Use Wire	2.20	10,269.60	4,668.00		4,668.00	10,269.60		10,269.60	
940 Lighting System - Volley	16,000.00	16,000.00	1.00		1.00	16,000.00		16,000.00	
950 3" HDPE Conduit	6.70	4,522.50	675.00		675.00	4,522.50		4,522.50	
960 1" HDPE Conduit	3.10	2,092.50	675.00		675.00	2,092.50		2,092.50	
970 16"x16" Quartzite Handhole	310.00	310.00	1.00		1.00	310.00		310.00	
980 24"x24" Quartzite Vault	500.00	1,500.00	3.00		3.00	1,500.00		1,500.00	
990 16"x16"x6" NEMA 3R E	150.00	150.00	1.00		1.00	150.00		150.00	
991 SECTION 8 -ADD'L WORK									
992 PR 1 - Fencing	21,895.00	21,895.00	1.00		1.00	21,895.00		21,895.00	
993 PR 2 - Trail Alignment	2,057.00	2,057.00	1.00		1.00	2,057.00		2,057.00	
994 PR 3 - Water Service D	965.00	965.00	1.00		1.00	965.00		965.00	
995 PR 4 - Onsite Electrical	16,463.86	16,463.86	1.00		1.00	16,463.86		16,463.86	
996 PR 5 - Miscellaneous E	7,503.00	7,503.00	1.00		1.00	7,503.00		7,503.00	
997 PR 6 - Camera Conduit	3,234.00	3,234.00	1.00		1.00	3,234.00		3,234.00	
998 PR 7 - Flag Pole Conduit	7,199.00	7,199.00	1.00		1.00	7,199.00		7,199.00	
999 PR 8 - 2 Add'l Readers	1,866.00	1,866.00	1.00		1.00	1,866.00		1,866.00	
1000 PR 8 - Furnish & Insta	14,264.23	14,264.23	1.00		1.00	14,264.23		14,264.23	
1001 PR 9 - Trail Connections	7,593.44	7,593.44	1.00		1.00	7,593.44		7,593.44	
1002 PR 10 - Dock Walk Ab	19,195.89	19,195.89	1.00		1.00	19,195.90		19,195.90	
1003 C.O. #2 - Pickleball Court	46,378.60	46,378.60	1.00		1.00	46,378.60		46,378.60	
Totals:		1,481,119.46	81,865.44		81,865.44	1,471,234.07		1,471,234.07	



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:0-060-411-232

Submitted Date and Time:11-Mar-2024 12:25:47 PM

Legal Name:NEW LOOK CONTRACTING INC

Federal Employer ID:41-1615712

User Who Submitted:NewLookContracting

Type of Request Submitted:Contractor Affidavit

Affidavit Summary

Affidavit Number:2145177600

Minnesota ID:2321133

Project Owner:CITY OF ELK RIVER

Project Number:21-5034

Project Begin Date:07-May-2021

Project End Date:07-Nov-2022

Project Location:ELK RIVER ORONO PARK

Project Amount:\$1,467,931.17

Subcontractor Summary

Name	ID	Affidavit Number
ALLSTATE PAVEMENT RECYCLING & STABILIZATION INC	3908651	3821568
ALLSTATE TRAFFIC CONTROL INC	4300984	1151422464
CREATIVE CURB LLC	3623244	619761664
ESS BROTHERS & SONS INC	8205836	648630272
GREAT NORTHERN LANDSCAPES INC	1860071	1966231552
HUBBARD ELECTRIC INC	3971573	3035136
ALLIED BLACKTOP	8606387	1420201984
M&P ENGINEERING & SURVEYING ASSOCIATES INC	4039492	1630097408
SIR LINES-A-LOT INC	3509324	1194545152
STAPF CONCRETE CONSTRUCTION INC	6036685	2060013568
UPPER MIDWEST ATHLETIC CONSTRUCTION INC	4842676	267472896

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.



APRS

14280 James Road
Rogers, MN 55372

Project:	Orono Park General Site Improvements
Vendor #	934
NLC #:	21-5034

Pay Estimate #	FINAL
Date	8.8.2023

	EXTRAS/Change Order	Estimated Quantity	Unit	Unit Price:	EXTRAS C/O Total:	Current Quantity:	Current Amount:	Quantity to Date:	Extras Payable to Date:
				Total:	\$ -		\$ -		\$ -

PAY APPLICATION #4 CK #56588
PAY APPLICATION # CK #

\$ 8,662.50

Contract Amount Payable to Date:
EXTRAS/CO Total:
Total Amount Payable to Date:

\$ 8,662.50

Less: Retainage
Less: Previous Payment
Less: Share of Bond

PLEASE SIGN IN AGREEMENT TO QUANTITIES:

DATE:

8/17/23

PLEASE PROVIDE YOUR IC134

Net Amount Due:

Lisa Mazzitello
Jon Mitchell



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-043-086-432
Submitted Date and Time:	18-Aug-2023 7:00:44 AM
Legal Name:	ALLSTATES PAVEMENT RECYCLING & STABILIZATION INC.
Federal Employer ID:	47-3023160
User Who Submitted:	APRSINC
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	3821568
Minnesota ID:	3908651
Project Owner:	CITY OF ELK RIVER
Project Number:	21-5034
Project Begin Date:	27-May-2021
Project End Date:	28-May-2021
Project Location:	ORONO PARK
Project Amount:	\$8,662.50
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Subcontractor:

**All States Traffic Control
875 Prairie Court
Cold Spring, MN 56320**

Project:	Orono Park General Site Improvements
Vendor #	1129
NLC #:	21-5034

Elk River
13665 Grano Parkway
55330

Pay Estimate #	FINAL
Date	8.10.2023

Item #	Description	Estimated Quantity	Unit	Unit Price:	Contract Total	Current Quantity:	Current Amount:	Quantity to Date:	Amount Payable Date:
1	Traffic Control	1	LS	\$ 2,000.00	\$ 2,000.00		\$ -	1	\$ 2,000.00
1	Signal System w/Signs and Tubes	1	LS	\$ 1,500.00	\$ 1,500.00		\$ -	1	\$ 1,500.00
					\$ -		\$ -	-	\$ -
					\$ -		\$ -	-	\$ -
					\$ -		\$ -	-	\$ -
					\$ -		\$ -	-	\$ -
					\$ -		\$ -	-	\$ -
					\$ -		\$ -	-	\$ -
				Total:	\$ 3,500.00		\$ -		\$ 3,500.00

EXTRAS/Change Order	Estimated Quantity	Unit	Unit Price:	EXTRAS C/O Total:	Current Quantity:	Current Amount:	Quantity to Date:	Extras Payable to Date:
Total:				\$		\$		\$

PAY APPLICATION #2 CK #56451
PAY APPLICATION #5 CK #57892

\$	1,880.00
\$	1,410.00

Contract Amount Payable to Date:	\$	3,500.00
EXTRAS/CO Total:	\$	-
Total Amount Payable to Date:	\$	3,500.00

AGREED TO FINAL QUANTITIES:

DATE:

PLEASE PROVIDE YOUR IC134

\$ 3,290.00
Sumel Adams
 02/21/23

Less: Retainage
Less: Previous Payment
Less: Share of Bond

Net Amount Due:



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-890-289-248
Submitted Date and Time:	21-Aug-2023 9:06:10 PM
Legal Name:	ALL STATE TRAFFIC CONTROL, INC.
Federal Employer ID:	47-5418502
User Who Submitted:	ASTCMN16
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1151422484
Minnesota ID:	4300984
Project Owner:	CITY OF ELK RIVER
Project Number:	1129
Project Begin Date:	18-May-2022
Project End Date:	21-Sep-2022
Project Location:	ORONO PARK, ELK RIVER
Project Amount:	\$3,500.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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3/11/24, 10:12 AM

mndor.state.mn.us/tp/eservices/_/Retrieve/0/D



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number
Submitted Date and Time
Legal Name
Federal Employer ID
User Who Submitted
Type of Request Submitted

1-573-432-672
3/11/24
11-Mar-2024 10:11:35 AM
CREATIVE CURB LLC
41-1912020
Connie Hesse
Contractor Affidavit

1-573-432-672
3/11/24
Creative Curb LLC
41-1912020
Contractor Affidavit

Connie Hesse

Affidavit Summary

Affidavit Number
Minnesota ID
Project Owner
Project Number
Project Begin Date
Project End Date
Project Location
Project Amount
Subcontractors

619761664
3623244
ELK RIVER
ORONO PARK
14-Mar-2021
29-Apr-2022
ELK RIVER
\$218,020.00
No Subcontractors
No Sub \$218,020.00

Important Messages

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Contact Us

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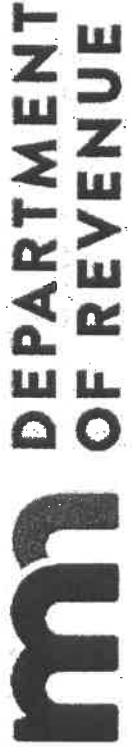
Loretto, MN 55357

NLC #: 21-5034

Date 8.10.2023

[illegible]**Net Amount Due:**

Page 95 of 201



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-401-865-312
Submitted Date and Time:	16-Aug-2023 11:16:46 AM
Legal Name:	ESS BROTHERS & SONS INC
Federal Employer ID:	41-0637715
User Who Submitted:	ttetroy
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	648630272
Minnesota ID:	8205836
Project Owner:	CITY OF ELK RIVER
Project Number:	ORONO PARK IMP
Project Begin Date:	06-Jul-2022
Project End Date:	12-Jul-2022
Project Location:	ELK RIVER
Project Amount:	\$23,002.00
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Subcontractor:
Great Northern Landscapes, Inc.
19720 Igoua Street NW
Elk River, MN 55330

24045 Northdale Blvd Rogers, MN 55374 763-243-1596 MAIN 763-243-9196 FAX

Project: Orono Park General Site Improvements
Vendor #: 1147
NLC #: 21-5034

Pay Estimate # FINAL
Date 8.10.2023

Item #	Description	Estimated Quantity	Unit	Unit Price	Contract Total	Current Quantity	Current Amount	Quantity to Date	Amount Payable to Date
650	Furnish & Install Limestone Block Seating	147.00	LF	\$ 950.00	\$ 14,450.00		\$ -	147	\$ 14,450.00
670	Furnish & Install Turf Seed Mix	5.90	AC	\$ 2,400.00	\$ 14,160.00		\$ -	5.9	\$ 14,160.00
680	Furnish & Install Deciduous Trees 2" Cal. B&B	36.00	EA	\$ 340.00	\$ 12,240.00		\$ -	32	\$ 10,880.00
690	Furnish & Install Understory Tree 1.5" B&B	3.00	EA	\$ 393.00	\$ 999.00		\$ -	3	\$ 999.00
700	Furnish & Install #5 Shrubs	277.00	EA	\$ 73.00	\$ 20,221.00		\$ -	277	\$ 20,221.00
710	Furnish & Install Perennials	196.00	EA	\$ 17.50	\$ 2,380.00		\$ -	196	\$ 2,380.00
720	Furnish & Install Metal Edging	148.00	LF	\$ 7.00	\$ 1,036.00		\$ -	148	\$ 1,036.00
Total:					\$ 102,486.00		\$ -		\$ 101,126.00

6/07 - Revised per Wyoeth, paid for trees

EXTRAS/Change Order	Estimated Quantity	Unit	Unit Price	EXTRAS C/O Total	Current Quantity	Current Amount	Quantity to Date	Extras Payable to Date
Total:						\$ -		\$ -

PAY APPLICATION #3 CK #56679 \$ 16,450.00
 PAY APPLICATION #4 CK #56778 \$ 16,450.00
 PAY APPLICATION #6 CK #57076 \$ 15,463.00
 PAY APPLICATION #5 REVISED CK #57546 \$ 5,420.04
 PAY APPLICATION #11 CK #57684 \$ 41,275.40
 \$ 95,058.44

AGREED TO FINAL QUANTITY
 DATE: 8-18-23

Todd Kleven - President

PLEASE PROVIDE YOUR VICE PRESIDENT

Contract Amount Payable to Date:
 EXTRAS/C/O Total:
 Total Amount Payable to Date:
 Less: Retainage
 Less: Previous Payment
 Less: Share of Bond
 Net Amount Due:

\$ 101,126.00
 \$ -
 \$ 101,126.00
 \$ 5,056.30
 \$ 95,066.44
 \$ 1,011.26
 \$ (0.00)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-877-804-640
Submitted Date and Time:	18-Aug-2023 1:26:06 PM
Legal Name:	GREAT NORTHERN LANDSCAPES INC
Federal Employer ID:	41-1799544
User Who Submitted:	Chester*1
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1966231552
Minnesota ID:	1860071
Project Owner:	CITY OF ELK RIVER
Project Number:	ORONO PARK
Project Begin Date:	06-Sep-2021
Project End Date:	30-Jun-2022
Project Location:	ELK RIVER, MN
Project Amount:	\$100,114.74
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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14045 Northdale Blvd Rogers, MN 55374 763-241-1596 MAIN 763-241-9196 FAX

Subcontractor:

Hubbard Electric
12002 Morris Street
Becker, MN 55308

Project: Orono Park General Site Improvements
Vendor # 1749
NLC #: 21-5034

Pay Estimate # FINAL
Date 8.10.2023

Item #	Description	Estimated Quantity	Unit	Unit Price:	Contract Total	Current Quantity:	Current Amount:	Quantity to Date:	Amount Payable to Date:
60	Remove light pole and base	11.00	EA	\$ 300.00	\$ 3,300.00		\$ -	11	\$ 3,300.00
130	Remove Power Pedestal	8.00	EA	\$ 200.00	\$ 1,600.00		\$ -	8	\$ 1,600.00
730	Furnish & Install Lighting Unit - Single Fixt	13.00	EA	\$ 3,230.00	\$ 41,990.00		\$ -	13	\$ 41,990.00
740	Furnish & Install Lighting Unit - Double Fixt	1.00	EA	\$ 1,626.00	\$ 1,626.00		\$ -	1	\$ 1,626.00
760	Furnish & Install Concrete Light Base Found.	14.00	EA	\$ 1,200.00	\$ 16,800.00		\$ -	14	\$ 16,800.00
770	1" Non-Metallic Conduit	2,170.00	EA	\$ 2.73	\$ 5,924.10		\$ -	2170	\$ 5,924.10
780	2" Non-Metallic Conduit	350.00	EA	\$ 4.23	\$ 1,480.50		\$ -	350	\$ 1,480.50
790	#1 Use Wire	126.00	EA	\$ 4.00	\$ 504.00		\$ -	126	\$ 504.00
800	#2 Use Wire	126.00	EA	\$ 4.75	\$ 598.50		\$ -	126	\$ 598.50
810	1P & 2P Breakers	6.00	EA	\$ 15.00	\$ 90.00		\$ -	6	\$ 90.00
920	#8 Use Wire	2,308.00	EA	\$ 2.50	\$ 5,770.00		\$ -	2308	\$ 5,770.00
930	#10 Use Wire	4,668.00	EA	\$ 2.00	\$ 9,336.00		\$ -	4668	\$ 9,336.00
940	Furnish & Install Lighting System - Volleyball	1.00	EA	\$ 14,060.00	\$ 14,060.00		\$ -	1	\$ 14,060.00
950	3" HDPE Conduit	675.00	LF	\$ 6.06	\$ 4,090.50		\$ -	675	\$ 4,090.50
960	1" HDPE Conduit	675.00	LF	\$ 2.78	\$ 1,876.50		\$ -	675	\$ 1,876.50
970	16"x16" Quartzite Handhold	1.00	EA	\$ 275.00	\$ 275.00		\$ -	1	\$ 275.00
980	24"x24" Quartzite Vault	3.00	EA	\$ 450.00	\$ 1,350.00		\$ -	3	\$ 1,350.00
Furnish & Install Lighting Unit		1.00	EA	\$ 125.00	\$ 125.00		\$ -	1	\$ 125.00
990	16"x16"x6" NEMA 3R Enclosure	1.00	EA	\$ 14,423.00	\$ 14,423.00		\$ -	1	\$ 14,423.00
Total:					\$ 125,219.10		\$ -		\$ 125,219.10

EXTRAS/Change Order		Estimated Quantity	Unit	Unit Price:	EXTRAS C/O Total:	Current Quantity:	Current Amount:	Quantity to Date:	Extras Payable to Date:
CO #1 - Shelter hookup		1	LS	\$ 13,391.00	\$ 13,391.00		\$ -	1	\$ 13,391.00
CO #2 - Solar Table		1	LS	\$ 1,557.00	\$ 1,557.00		\$ -	1	\$ 1,557.00
CO #3 - Card Readers		1	LS	\$ 2,204.00	\$ 2,204.00		\$ -	1	\$ 2,204.00
CO #4 - Feed existing shelters		1	LS	\$ 4,973.00	\$ 4,973.00		\$ -	1	\$ 4,973.00
CO #6 - 1" Conduits for Camera		1	LS	\$ 3,234.00	\$ 3,234.00		\$ -	1	\$ 3,234.00
CO #7 - Flag Pole conduit		1	LS	\$ 3,104.00	\$ 3,104.00		\$ -	1	\$ 3,104.00
CO #8 - Skate Park conduit		1	LS	\$ 3,441.00	\$ 3,441.00		\$ -	1	\$ 3,441.00
CO #9 - Additional card readers		1	LS	\$ 1,696.00	\$ 1,696.00		\$ -	1	\$ 1,696.00
CO #10 - Flag wiring/termination		1	LS	\$ 1,598.00	\$ 1,598.00		\$ 0	1	\$ 1,598.00
Extra - Quartzite Ground Box and Cover		1	LS	\$ 1,522.00	\$ 1,522.00		\$ 0	1	\$ 1,522.00
Total:					\$ 36,720.00		\$ -		\$ 36,720.00

Lighting down pymt CK # \$ 9,134.50
Down pymt balance CK # \$ 30,280.87
Pay Application #3 CK #56683 \$ 37,520.58
Pay Application #4 CK #56780 \$ 50,181.43
Pay Application #6 CK #57082 \$ 6,318.67
Pay Application #10 CK #57691 \$ 17,356.02
PAY APP #11.1 CK#58633 \$ 1,430.68

Contract Amount Payable to Date: \$ 125,219.10
EXTRAS/CO Total: \$ 36,720.00
Total Amount Payable to Date: \$ 161,939.10

\$ 152,222.75

AGREE TO FINAL QUANTITIES:

DATE:

PLEASE PROVIDE YOUR IC134

Less: Retainage
Less: Previous Payment
Less: Share of Bond

Net Amount Due:

\$ 8,096.96
\$ 152,222.75
\$ 1,619.39

\$ 0.00

Carla Von Bank

8/14/23



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-142-735-968
Submitted Date and Time:	14-Aug-2023 12:02:28 PM
Legal Name:	HUBBARD ELECTRIC INC
Federal Employer ID:	47-3588105
User Who Submitted:	RJAHubbard1
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	3035136
Minnesota ID:	3971573
Project Owner:	CITY OF ELK RIVER
Project Number:	21-5034
Project Begin Date:	01-May-2021
Project End Date:	30-Nov-2021
Project Location:	18599 GARY ST. ELK RIVER
Project Amount:	\$161,939.10
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-651-592-608
Submitted Date and Time: 18-Jul-2022 3:48:32 PM
Legal Name: ALLIED BLACKTOP COMPANY
Federal Employer ID: 41-0827871
User Who Submitted: N10503
Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1420201984
Minnesota ID: 8606387
Project Owner: CITY OF ELK RIVER
Project Number: NLC 21-5034 ORONO PARK GENERAL SITE IMPROVEMENTS
Project Begin Date: 21-Jul-2021
Project End Date: 15-Jul-2022
Project Location: ELK RIVER
Project Amount: \$232,975.60
Subcontractors: No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-057-436-768
Submitted Date and Time:	2-Nov-2023 9:33:30 AM
Legal Name:	M&P ENGINEERING & SURVEYING ASSOCIATES, INC.
Federal Employer ID:	47-3924931
User Who Submitted:	scott karas
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1630097408
Minnesota ID:	4039492
Project Owner:	CITY OF ELK RIVER
Project Number:	21-5034
Project Begin Date:	14-May-2021
Project End Date:	15-Apr-2022
Project Location:	18599 GARY ST, ELK RIVER, MN 55330
Project Amount:	\$25,130.00
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-187-790-432
Submitted Date and Time:	25-Oct-2023 10:31:21 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1194545152
Minnesota ID:	3509324
Project Owner:	CITY OF ELK RIVER
Project Number:	21-5034
Project Begin Date:	20-Apr-2021
Project End Date:	31-Jul-2022
Project Location:	ELK RIVER
Project Amount:	\$2,246.00
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	2-021-242-464
Submitted Date and Time:	15-Sep-2023 2:05:48 PM
Legal Name:	STAFF CONCRETE CONSTRUCTION INC
Federal Employer ID:	16-1615178
User Who Submitted:	6036685Lisa
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	2060013568
Minnesota ID:	6036685
Project Owner:	CITY OF ELK RIVER
Project Number:	21-5034
Project Begin Date:	05-Oct-2021
Project End Date:	06-Oct-2021
Project Location:	ELK RIVER
Project Amount:	\$30,640.04
Subcontractors:	No Subcontractors

Important Messages

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Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-580-300-896
Submitted Date and Time:	11-Aug-2023 10:23:29 AM
Legal Name:	UPPER MIDWEST ATHLETIC CONSTRUCTION INC
Federal Employer ID:	81-4892965
User Who Submitted:	ehicks1987
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	267472896
Minnesota ID:	4842676
Project Owner:	CITY OF ELK RIVER
Project Number:	21-5034
Project Begin Date:	01-Nov-2021
Project End Date:	16-Sep-2022
Project Location:	ORONO PARK, ELK RIVER, MN
Project Amount:	\$102,477.12
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

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Please [print this page](#) for your records using the print or save functionality built into your browser.



Request for Action

To
City Council

Item Number
4.10

Meeting Date
April 15, 2024

Prepared By
Justin Femrite, Public Works Director/Chief Engineer

Item Description
Wastewater Settlement Agreement

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Approve, by motion, settlement agreement relating to the Wastewater Treatment Facility Improvements Project

Background/Discussion

The attached settlement agreement has been reached between all parties pertaining to their responsibilities surrounding the replacement of an undersized screw press dewatering system originally installed at the Wastewater Treatment Facility as part of the contract completed in 2017.

The agreement details the replacement of the existing screw presses with a centrifuge dewatering system. The settlement reflects a compromise to all the legal claims we had originally brought against Bolton & Menk.

The settlement and city cost obligations are consistent with the details provided and the direction given at the September 5, 2023, closed session.

Financial Impact

The cities' obligations towards the settlement agreement will be covered through the Wastewater Fund.

Mission/Policy/Goal

Explain how this meets the city's mission, current policies and/or council goals

Attachments

1. 2024.03.26 Settlement Agreement - Elk River Wastewater Treatment Center
2. 2024.04.03 Scope Agreement Final
3. Exhibit A-I - Elk River Wastewater Treatment Center

The Elk River Vision

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



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is fully effective as of March __, 2024 and is entered into by the following parties on behalf of themselves and their heirs, personal representatives, successors, assigns, subrogees, insurers, attorneys and persons identified in interest with all of the foregoing (individually a “Party” and collectively the “Parties”):

1. City of Elk River, Minnesota (sometimes referred to as “the City” or “the Plaintiff”);
2. Bolton & Menk, Inc. (“BMI”);
3. Rice Lake Contracting Corp. (“RLC”);
4. Vessco, Inc. (“Vessco”);
5. Schwing Bioset Incorporated (“SBI”);

The Parties identified in Paragraphs 2 through 5 above are hereinafter collectively referred to as the “Defendants.”

RECITALS

A. The City commenced an action against BMI in Sherburne County, Minnesota, Court File No. 71-CV-22-399 (the “Action”) claiming damages for breach of contract and professional negligence arising out of the City of Elk River’s Wastewater Treatment Facility Improvements Project (the “Original Project.”). BMI was the engineer for the Original Project and RLC was the general contractor for the Original Project. The Original Project scope of work included the installation of wastewater screw presses and Vessco was the screw press supplier.

The City alleged that BMI specified screw presses that did not meet the performance requirements of the City. BMI denied the City’s claims and brought third-party claims for contribution, indemnity, and negligence against RLC, Vessco, and SBI. BMI also brought breach of contract claims against Vessco and RLC based on its alleged third party beneficiary status, and also brought negligent misrepresentation and promissory estoppel claims against SBI.

B. The Defendants denied all liability for the claims alleged and all damages claimed against each other in the Action.

C. The Parties now desire to settle the Released Claims as that term is more fully defined below. Part of the consideration for this settlement involves the design and construction of a project for the City to replace the existing screw presses with new centrifuges (the “Repair Project”). The Repair Project involves the following Parties agreeing to perform the following work:

- **Design-Build Contract.** BMI will design and furnish the scope of the Repair Project under an agreement between BMI and the City, which is attached as Exhibit A. The scope of the repair work includes replacing the existing screw presses with new centrifuges. As part of its scope of work, BMI has agreed to manage and pay for the disposal of waste at the City’s plant during the time the screw presses are removed and replaced with the new centrifuges (“Waste Removal and Disposal Work”).
- **General Construction.** Except for the Waste Removal and Disposal Work and the supply of the centrifuges, BMI will subcontract all repair work included in the Repair Project to RLC. This subcontract, which is attached as Exhibit B-1, will require BMI to furnish to RLC the new centrifuges and will exclude the Waste Removal and Disposal Work from RLC’s scope of work. RLC’s scope of work will include the installation of the new centrifuges.
- **Centrifuge Supply.** BMI will supply new wastewater treatment centrifuges to the plant site under a contract directly with the equipment manufacturer..

FOR GOOD AND VALUABLE CONSIDERATION, the Parties agree as follows:

1. **BINDING EFFECT.**

The terms of this Agreement shall be binding upon and be enforceable against and shall inure to the benefit of the Parties jointly and severally and the heirs, successors, insurers, carriers, personal representatives, and assigns of each. The Parties acknowledge that this Agreement was the result of mediation sessions and follow up settlement negotiations conducted by John M. Harens (the “Mediator”) and that they each received in writing the statutory mediation disclosures including the following:

- the Mediator has no duty to protect their interests or provide them with information about their legal rights;
- signing a mediated settlement agreement may adversely affect their legal rights; and

- they should consult an attorney before signing a mediated settlement agreement if they are uncertain about their rights.

In entering this Agreement, each Party represents that they have relied upon the advice of their attorney, who is the attorney of their own choice, concerning the legal consequences of the Agreement; that the terms of the Agreement have been completely read and explained to each Party by their attorney; and that the terms of this Agreement are fully understood and voluntarily accepted.

2. RELEASE OF CLAIMS.

A. Release of Claims Regarding the Original Project. In consideration of the sums described in the exhibits identified in Paragraph 3 below, the sufficiency of which is hereby acknowledged, the Parties hereby unconditionally and mutually release and forever discharge each other, and their insurers, successors, parents, affiliates, agents, sureties, subsidiaries, dealers and distributors, and the officers, directors and assigns of each including any estates, heirs, or devisees, from any and all claims, past, present and future, known or unknown, regarding the design and construction of the Original Project ("the Released Claims"), including but not limited to all claims that were or could have been made in the Action. The Released Claims shall include all damages, whether known or unknown, foreseen or unforeseen, arising out of Released Claims. The Parties agree the following claims are also included in the Released Claims:

- (i) any and all claims for defense, damages, requests to be reimbursed for attorneys' fees and defense costs, hold harmless, indemnity or contribution by any Party to the Action against any other party to the Action are released to the extent the defense, damages, request to be reimbursed for attorneys' fees, defense costs, hold harmless obligation, indemnity or contribution obligation arises out of, or is in any way related to, the "Released Claims."
- (ii) any and all claims by any Party against any other Party based on the allegation of failure to procure proper insurance coverage for the benefit of the Party making such claim or for the benefit of another Party to the extent the insurance at issue is claimed to provide a defense or indemnity for one or more of the "Released Claims."
- (iii) any and all claims by any Party against the insurance carrier or carriers of another Party for defense, damages, request to be reimbursed for attorneys' fees and defense costs, hold harmless, or indemnity, including but not limited to claims based on additional insured status, actual or alleged, to the extent that the insurance at issue is claimed to provide a defense, damages, request to be

reimbursed for attorneys' fees and defense costs, hold harmless, or indemnity for one or more of the "Released Claims."

Notwithstanding the generality of the foregoing Release of Claims, the Released Claims do not include obligations of any carrier under a tender of defense that such carrier has accepted, including but not limited to that carrier's obligations to pay defense costs through the date of the closing of this settlement.

B. Claims Not Released. Notwithstanding the generality of the foregoing Release of Claims, that Release shall not extend to any obligations any of the Parties have under the contracts executed in connection with the Repair Project.

C. Actions Involving Third Persons. The Parties agree that if any of them brings an action or claim against any third person, including without limitation, a contribution, indemnity, or subrogation action, arising out of the same claims released by this Agreement, the Party bringing such an action shall indemnify, defend, and hold harmless the other Parties from any claims asserted by such third person.

3. CONSIDERATION.

A. Consideration by the Parties. Each of the Parties agrees to accept or pay the consideration described in its respective exhibit described below in exchange for the release of all claims between each other, and for such other terms and conditions of this Agreement. Each of said exhibits will be separately executed by each respective Party. All exhibits shall be held by the Mediator in accordance with the terms of paragraph 3.B below.

- Exhibit A – Design / Build Agreement between the City and BMI (executed by BMI and the City)
- Exhibit A-1 - Consideration for the City (executed solely by the City)
- Exhibit A-2 – Consideration for BMI (executed solely by BMI)
- Exhibit B - Consideration for RLC (executed solely by RLC)
- Exhibit B-1 – Construction Contract between BMI and RLC (executed by BMI and RLC)
- Exhibit C – Consideration for Vessco (executed solely by Vessco)

- Exhibit D – Consideration for SBI (executed solely by SBI)

B. **Confidentiality of Consideration.** All Parties acknowledge the sufficiency of the consideration for this Agreement, but further agree that such consideration shall be kept confidential in accordance with the following terms: (1) each of the exhibits shall be held in escrow by the Mediator and shall not be disclosed to any non-signatory unless and until the Mediator determines, in his sole discretion, that it is necessary to disclose the contents of one or more of said exhibits in order to effectuate and enforce the terms of this Agreement; (2) this agreement regarding confidentiality shall not abridge any disclosure requirement the City might have regarding information the City has, e.g., the consideration paid by the City.

C. **Timeliness of Consideration.** Within 30 days of the date of the last signature to this Agreement, each Party shall send the following to John M. Harens of Harens Mediation Center, LLC (Tax ID. No. 46-0795573): (i) any required settlement contribution; (ii) its executed confidential exhibit; and (iii) its executed signature page to this Agreement.

D. Escrow and Disbursement of Cash Contributions.

(1) **Escrow of Cash Contributions.** All cash contributions of the Parties shall be deposited into the Harens Mediation Center Trust Account. The total cash contributions by the Parties shall be equal to the sum of the following: (i) the sum due BMI under the Design Build Agreement (including the Waste Removal and Disposal Work, the equipment supply contract, and the sum due RLC for its work on the Repair Project); and (ii) the \$7,500.00 for fees due HMC for managing the payments described below.

(2) **Disbursements for the Repair Work.** HMC shall make disbursements out of its trust account for payments agreed upon as due between the parties to the following contracts (i) the design build contract between BMI and the City (which will include payments due to centrifuge supplier); and (ii) the subcontract for construction between BMI and RLC. HMC will reduce any such payments by any agreed upon retention. HMC shall have no liability for determining if agreed-upon payments are due under the relevant contracts or if the status of construction warrants the requested or agreed-upon payment. HMC shall have none of the obligations of a title company or other construction payment disbursing agent, including but not limited to obtaining bond release, lien waivers, etc. HMC shall have no obligation to make a disbursement unless and until the parties to the relevant agreement have agreed in writing that such a payment may be made. HMC may pay itself out of the \$7,500 referred to above for services rendered in connection with managing the escrow and disbursement of the settlement funds.

4. NO ADMISSION OF LIABILITY.

The Parties recognize and agree that this settlement is the compromise of disputed claims and that the consideration accepted and paid hereunder is not intended nor shall it be construed by anyone to be an admission of liability by or on behalf of any of the Parties, by whom all such liability is expressly denied, said Parties intending by this settlement merely to avoid litigation and buy their peace.

5. CONFIDENTIALITY.

The Parties agree that all matters recited herein, and in settlement discussions between the Parties, whether or not through counsel, have been and shall be kept absolutely confidential, including but not limited to the amount of settlement proceeds paid herein. They will not disclose any information concerning the matters recited herein and in settlement discussions to any person other than their spouse, attorneys, insurance carriers, accountants, tax and financial advisors, taxing authorities, and/or a court of competent jurisdiction or requested to do so by a regulator. The Parties may only disclose confidential information if ordered to do so by a court of competent jurisdiction, provided however, nothing contained herein shall prevent (i) disclosures based on the prior written consent from the other parties to this Agreement; (ii) disclosures required by law and (iii) disclosures made by representatives of the City in their official capacity as required by law.

6. REMARKS.

The Parties agree to not make any disparaging remarks about any other Party to this Agreement.

7. DISMISSAL OF SUIT.

Upon payment of all consideration herein, the Parties hereby authorize and direct their attorneys of record to dismiss with prejudice any and all claims, counterclaims or cross claims, among and between each other; it being understood and agreed that said dismissals shall be without costs or disbursements.

8. ENTIRE AGREEMENT.

The Parties further understand and agree that this document contains the entire agreement between the Parties with respect to the settlement of the Released Claims, and that the terms of this Agreement are contractual and not a mere recital. This Agreement includes

five signature pages and includes seven separate exhibits (Exhibits “A, A-1, A-2, B, B-1, C, and D”) in the possession of the Mediator.

9. REVIEW OF AGREEMENT.

Each Party represents and certifies that they (1) have received a copy of this Agreement for review and study before being asked to sign it; (2) have read this Agreement carefully; (3) have been given a fair opportunity to discuss and negotiate the terms of this Agreement; (4) understand its provisions; (5) have been advised and have consulted with their attorney; (6) have determined that it is in its best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation not contained in this Agreement or that it is subject to as a condition precedent; and (8) enter into this Agreement knowingly and voluntarily.

10. BREACH OF AGREEMENT.

If either Party is compelled to bring an action to enforce the terms of this Agreement, the prevailing Party shall be entitled to their reasonable attorney’s fees and costs.

11. AUTHORITY TO BIND.

The corporate officers executing this Agreement hereby represent, warrant and confirm that they have the authority to bind the party for which he/she is signing, and understands that execution of this Agreement is binding on the party.

12. JOINTLY DRAFTED AGREEMENT.

This Agreement shall be deemed to have been jointly drafted by each of the Parties. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Agreement.

13. EXECUTION OF AGREEMENT.

This Agreement may be executed by the Parties in any number of counterparts so that the collection of all counterparts or partial executions shall constitute a fully executed and enforceable agreement. A facsimile copy, electronic (e.g., PDF), or e-mailed signatures of any execution of a counterpart shall have the same force and effect as if the same were an original. Each signatory hereto represents and warrants that they have the full, sufficient, and continuing power, authorization and right to bind the Party to the terms of this Agreement on whose behalf their signature is affixed.

Date: _____

City of Elk River, Minnesota

By _____

Its Mayor

City of Elk River, Minnesota

By _____

Its Clerk

Date: _____

Bolton & Menk, Inc.

By _____

Its _____

Date: _____

Rice Lake Contracting Corp.

By _____

Its _____

Date: _____

Vessco, Inc.

By _____

Its _____

Date: _____

Schwing Bioset Incorporated

By _____

Its _____

Scope of Work Agreement Between the City of Elk River and Bolton & Menk, Inc. Per Mediated Settlement Agreement in Sherburne County District Court
Case No. 71-CV-22-399

1.1 GENERAL

- A. The Work or Repair Project (are interchangeably used and defined below) required by this Scope of Work is part of the Mediated Settlement Agreement in the litigation in Sherburne County District Court, Case File No. 71-CV-22-399.
- B. The “Work” and “Repair Project” are, collectively, the providing, furnishing, performing and transporting all labor, plants, tools, equipment, materials, supplies, systems, manufactured articles, services, fuel, power, water, essential communications and operations required to replace the Existing Screw Presses with the New Centrifuge System for the City of Elk River’s Wastewater Treatment Facility (the “Facility”) including all items described in this Scope of Work, with the express requirement that the Facility have a through put capacity of no less than 1190 dry lb per hour per system unit, and with both units operating they will produce 2380 dry pounds per hour.
- C. The “Existing Screw Presses” are Ishigaki USA Ltd. Model ISGK-A-0906.
- D. The “Existing Reaction Mix Tanks” are Ishigaki USA Ltd. 300 gallon.
- E. The “New Centrifuge System” is comprised of Two (2) Alfa Laval USA, Inc. Model ALDECG3-75 units.
- F. Bolton & Menk (“Design-Builder”) shall deliver the completed Work on a turn-key basis and at no cost or expense to the City of Elk River (“Owner”). Owner agrees that Design-Builder may furnish all, or any portion, of the Work pursuant to a separate written contract between Design-Builder and Rice Lake Contracting Corporation (“Contractor”); provided, however, that such separate contract must:
 - 1. comply with the insurance requirements set forth in this Scope of Work;
 - 2. include commercially reasonable and customary indemnification, defense and hold harmless provisions that include Owner as an indemnified party therein;
 - 3. include commercially reasonable and customary contractor and supplier warranties and state that all such warranties are for the benefit of, and may be enforced by, Owner;

4. include provisions by which Contractor acknowledges that Design-Builder is not Owner's agent, and that Contractor is not entitled to receive any compensation from Owner for the Work;
5. state that change orders, construction change directives, and similar contract modifications that would result in a cost to Owner or a reduction in quality or scope of the Work are not permitted, unless approved in writing by Owner;
6. permit Owner, and those identified by Owner, to attend all inspections of the Work; and
7. state that payment for all Work performed by Contractor shall be made pursuant to a confidential exhibit with Contractor and Design-Builder, in the Mediated Settlement Agreement from funds held in the John Harens Trust Account.

1.2 PROJECT LOCATION

- A. The Repair Project is located in the City of Elk River, Minnesota, which is located in Sherburne County.

1.3 PROJECT DESCRIPTION

- A. The Work includes the complete permitting, construction, and start-up necessary for the Repair Project, as including, without limitation:
 1. remove the Existing Screw Presses and disconnect all piping, plumbing and electrical associated therewith;
 2. demolish existing concrete supports for the Existing Screw Press to allow for install of the New Centrifuge System, and repair floor areas that are damaged during demolition;
 3. remove and dispose of the Existing Screw Presses by a manner, and to a location, identified by Design-Builder;
 4. remove and dispose of the Existing Reaction Mix Tanks and all related piping, chemical feed piping, electrical and concrete platforms;
 5. remove and dispose of all walkways and platforms around Existing Screw Presses;
 6. disassemble the conveyor servicing the Existing Screw Presses, and reassemble the conveyor to and for use by the New Centrifuge System if compatible. If existing conveyor is not compatible with the New Centrifuge System, new conveyor to be supplied and installed;

7. disconnect and remove existing polymer feed system, confirm polymer feed system sizing and install new chemical feed tubing and/or system necessary accommodate the New Centrifuge System;
8. install the New Centrifuge System and connect feed piping, drain piping, plumbing, chemical feed, diverter gate (or similar system) and electrical thereto;
9. install new concrete supports for the New Centrifuge System as required;
10. provide start-up services and support for the New Centrifuge System and associated equipment and controls;
11. revise sludge feed piping from existing sludge transfer pumps as necessary to feed New Centrifuge System;
12. install new electrical and control systems for the New Centrifuge System that are of a quality and performance level at or above the existing Screw Press System;
13. provide all necessary controls integration;
14. provide temporary biosolids dewatering during the Work whereby the dewatered biosolids are deposited in the existing dumpsters;
15. install any and all additional project components, as necessary, to form a fully complete and operational system;
16. deliver operations and maintenance manuals to Owner;
17. require copies of all notices to be simultaneously delivered to Owner;
18. deliver all warranties (include those from Contractor and those provided by manufacturers) to Owner;
19. provide all necessary training and commissioning services;
20. conduct all necessary contract and project oversight and inspections; and
21. provide all necessary regulatory coordination and approvals for the Work.

1.4 ORDER OF THE WORK

- A. The Work shall be performed pursuant to an Owner-approved schedule, which approval Owner shall not unreasonably withhold. All Work must be completed within sixty (60) days after the commencement date identified in the Owner-approved schedule.

1.5 SEQUENCE OF CONSTRUCTION

- A. The Work shall be carried on at such places on the Repair Project and in such order or precedence as may be found necessary by Design-Builder to expedite the completion of the Repair Project. All Work shall be performed so as to minimize any impact on existing treatment processes, and at no time shall any Work interfere with any portion of the treatment process, except as necessary to complete the Repair Project in a timely manner.

1.6 USE OF PROJECT SITE

- A. Use of the Facility shall be limited to construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

1.7 OWNER USE OF THE PROJECT SITE

- A. Owner may utilize all or part of the Work site and facilities at all times when Work is being performed. Owner, however, shall take all reasonable steps to minimize any impact on or interference with the Work.

1.8 APPLICATIONS FOR PAYMENTS

- A. By the 15th day of each month, Design-Builder shall submit to the Owner, a progress payment application based on the percentage of Work Design-Builder completed during the previous month. The amount requested under each progress payment application shall be calculated by determining the percentage of the Work completed as of the date of the progress payment application.
- B. Each Design-Builder progress payment application shall be accompanied by supporting documentation.
- C. Design-Builder's progress payment applications shall include a Design-Builder's affidavit listing all subcontractors, suppliers, and vendors having contracts with Design-Builder to provide said labor, equipment, material, and services on the Project.
- D. Design-Builder's final payment application shall include lien waivers executed by each subcontractor, supplier, and vendor listed on the Design-Builder's affidavit for all labor, materials, and equipment supplied through the date of the pay application.

1.9 REVIEW OF APPLICATIONS

- A. Within five (5) business days after receipt of each draft progress payment application submitted by Design-Builder, Owner will return the draft progress payment application with corrections (if any). Design-Builder will submit a final progress payment application, incorporating all resolved corrections, together with all supporting documentation, within three (3) business days thereafter, to Owner. Once approved by Owner, Design-Builder will forward the payment application to the Mediator for payment under the terms of the Mediated Settlement Agreement.
- B. Owner shall review Design-Builder's revised payment application within three (3) business days of receipt and, once approved by Owner, Design-Builder will forward the payment application to the Mediator for payment under the terms of the Mediated Settlement Agreement.
- C. Owner may withhold amounts requested in one or more payment applications from Design-Builder in whole or part, if:
 - 1. the Work is defective;
 - 2. the Price of the Work has been reduced by change orders;
 - 3. Design-Builder has been required to correct defective Work or complete Work;
 - 4. liens have been filed in connection with the Work, except where Design-Builder has delivered a specific bond satisfactory to secure the satisfaction and discharge of such liens; or
 - 5. Design-Builder has defaulted under the terms of the Settlement Agreement, Scope of Work, or any obligation referenced therein.

1.10 PAYMENT

- A. Design-Builder shall receive any uncontested amounts due to Design-Builder under a payment application for Work within ten (10) calendar days after the payment application has been accepted under the terms set forth herein and under the terms of the Mediated Settlement Agreement.

1.11 FINAL PAYMENT

- A. Upon final completion of obligations for the Work, submission and acceptance of all close-out documents required under this Agreement by the parties as required under the Mediated Settlement Agreement, such agreement not to be unreasonably withheld, the Design-Builder shall receive final payment.

1.12 WARRANTY OF TITLE

- A. Design-Builder warrants and guarantees that title to all Work, materials, and equipment furnished under the Subcontract will pass to Owner free and clear of all liens and other title defects, and free of all patent, licensing, copyright, or royalty obligations. In addition, if, within one year after the date of final completion of the Work, or by terms of any applicable special warranty, any of the Work is found to be not in accordance with the requirements of this Scope of Work, Design-Builder shall correct it promptly after receipt of notice from Owner to do so.

1.13 ADDITIONAL TERMS AND CONDITIONS

- A. Design-Builder shall, and shall cause all parties performing on-site Work to, comply with Owner's insurance requirements while performing the Work, as set forth in Attachment A – Insurance Requirements.
- B. To the fullest extent permitted by laws and regulations, Design-Builder shall, and shall cause all parties performing on-site Work to, indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the furnishing of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any failure to perform or deliver the Work as required by this Scope of Work, or the negligent act or omission of Design-Builder, a party performing on-site Work or any lower tier subcontractor, supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

Date:_____

City of Elk River, Minnesota

By _____

Its Mayor

Date:_____

City of Elk River, Minnesota

By _____

Its Clerk

Date:_____

Bolton & Menk, Inc.

By _____

Its _____

Attachment A – Insurance Requirements

Insurance Requirements. Design-Builder, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. **General Liability.** Design-Builder agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.

- B. **Automobile Liability.** If Design-Builder operates a motor vehicle in performing the Services under this Agreement, Design-Builder shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.

- C. **Workers' Compensation.** Design-Builder agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. Design-Builder shall also carry employers liability coverage with minimum limits are as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

Design-Builder shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

Design-Builder's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Design-Builder's performance under this Agreement.

Design-Builder's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

- D. Professional (Errors and Omissions) Liability Insurance. [Only required for professional services provided by accountants, attorneys, engineers, etc.] Design-Builder will maintain professional liability insurance for all claims the Design-Builder may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Design-Builder's professional services required under this Agreement. Design-Builder is required to carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement, and Design-Builder shall maintain such insurance for a period of at least three (3) years following completion of the Services. If such insurance is discontinued, extended reporting period coverage must be obtained by the Design-Builder to fulfill this requirement.

Exhibit A-1 to City of Elk River v. Bolton & Menk, Inc., et al. Settlement Agreement
Consideration for the City

The City agrees to pay into the Harens Mediation Center trust account the sum of \$335,000, and agrees to accept the work provided for in the design-build agreement attached hereto as Exhibit A.

Date: _____

City of Elk River, Minnesota

By _____

Its Mayor

Date: _____

City of Elk River, Minnesota

By _____

Its Clerk



Request for Action

To
City Council

Item Number
4.11

Meeting Date
April 15, 2024

Prepared By
Cal Portner, City Administrator

Item Description
Employee Resignation/Retirement Severance and
Waiver of Claims

Reviewed by:
Cal Portner
Lauren Wipper
Joe Stremcha
Tina Allard

Action Requested

Approve, by motion, the severance agreement and waiver of claims with Recreation Manager Michael Hecker.

Background/Discussion

Recreation Manager Michael Hecker has submitted his notice of resignation/retirement. City policy provides for payment of severance when leaving in good standing based upon accrued and unused sick time, allowing for one-half of accrued time up to 960 hours.

Previously, employees leaving service and eligible for severance, executed the agreement and waiver of claims with human resources. With a new city attorney reviewing our processes and procedures, we have made several process changes at his request. Counselor Shepherd would like severance and waiver of claims agreements approved by the City Council.

Mr. Hecker has decided to retire after nearly 13 years of city service. Employees sign their waiver of claims on their last day of employment and have a 15-day rescission period before the actual payment.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission Statement

Attachments

- I. Separation Agreement and Release Hecker

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



SEPARATION AGREEMENT AND RELEASE

1. Separation From Employment and Severance Payment.

I, Michael E. Hecker, (referred to throughout this Separation and Release Agreement in the first person) understand that my last day of employment with the City of Elk River (the "City") will be April 5, 2024 (the "Separation Date"). I understand that City policy ("Severance Pay") provides that I may be eligible to receive a portion of my unused sick leave if I meet the following conditions: 1) I must resign in good standing; 2) I must provide proper written notice of my resignation in accordance with City policy; and 3) I must execute a release of claims. The amount I may be eligible for is determined in accordance with the Severance Pay policy. For purposes of this Agreement, the third condition described above is the "Release Condition"; the first and second conditions are the "Other Conditions."

I understand that in order to be eligible for a portion of my unused sick leave in connection with my separation from employment, I must satisfy the Other Conditions according to their terms and I must satisfy the Release Condition by signing and not rescinding this Separation Agreement and Release ("Agreement"). As of March 23, 2024, the amount of my unused sick and ESST ("sick") leave is 933.1496 hours and my regular rate of pay at the time I gave notice to resign was \$65.0413 per hour. If I satisfy the Release Condition and the Other Conditions, pursuant to the Severance Policy, the portion of my unused sick leave that I will receive is 50% up to 480 hours. Accordingly, the sum total of the cash payment that I will receive for my unused sick leave if I satisfy the Release Condition and the Other Conditions will be thirty thousand Three hundred forty-six dollars and sixty-three cents (\$30,346.63) plus the product of my regular rate of pay and 50% of the number of any sick leave hours that I accrue and minus the product of my regular rate of pay and 50% of the number of any sick leave hours that I use between March 24, 2024, and the Separation Date (the "Severance"). The Severance will be paid on the first pay day following 18 days after I sign this Agreement, provided I sign and do not rescind the Agreement.

I understand that the Severance payment will be subject to normal deductions that the City is obligated by law to make, or believes in good faith it is obligated by law to make. No representations as to taxability or tax treatment of the Severance have been made to me by the City. I understand that I will receive the Severance only if I satisfy the Other Conditions and sign this Agreement and do not rescind it within the fifteen (15) calendar days described below under Opportunity to Rescind.

2. No Other Benefits.

I understand that except for the Severance payment described in this Agreement, following the Separation Date I shall receive no other benefits. All my rights under the City's benefit plans shall be governed in accordance with the terms of such plans. I acknowledge receipt of applicable summary plan descriptions relating to such plans. I understand that I will no longer be an employee of the City after the Separation Date, and I hereby relinquish any rights I may have

had under the City's employee policies and any contractual rights I may have had under any agreements with the City.

3. Return of Property.

As of the date of my signing of this Agreement, I warrant that I have returned the originals and all copies of all the City files, documents, software, hardware, keys, office equipment, all records and documents related to the City, and all other City property in my possession or under my control. If I find any City property after I sign this Agreement, I will promptly return it.

4. No Further Claim to Compensation.

This Agreement fully and completely satisfies any and all obligations between the City and me that arise out of or relate to my employment, except for my final paycheck to be paid on April 12, 2024, and all payments required under this Agreement to be paid on the first pay day following 18 days after I sign and return this Agreement. I have no claim to any compensation from the City, in any form, beyond the compensation that is specifically described in Paragraph 1 through 4 of this Agreement.

5. Complete Release.

In return for the Severance payment and other benefits provided herein, which I acknowledge are good and sufficient consideration for all aspects of this Agreement, I, on behalf of myself and all of my past, present and future heirs, executors, administrators, agents, attorneys, insurers, subrogees, lienors, trustees, indemnitors, principals, servants, representatives, employees, partners, predecessors, successors and assigns, hereby release the City, and any of its subsidiaries and affiliated entities, and all of their respective current and former officers, agents, directors, employees, independent contractors, shareholders, attorneys, accountants, insurers, representatives, predecessors, successors and assigns, both individually and in any representative capacity (collectively, the "Released Parties"), from each and every legal claim, demand or grievance of any kind ("Claim"), whether known or unknown, existing at any time up to and including the date I sign this Agreement, including without limitation any claim, demand or grievance in any way arising out of or related to my employment with the City, or my separation of employment with the City.

I understand and agree that this Agreement is a full, final and complete settlement and release of the Released Parties of any and all Claims, whether known or unknown, including but not limited to any Claim I may have under: the federal or any state constitution; Employment Retirement Income Security Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Equal Pay Act; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Minnesota Public Employment Labor Relations Act; the Minnesota Veterans Preference Act; the Minnesota Government Data Practices Act; the Minnesota Employment, Wages, Conditions, Hours, and Restrictions Laws (Minn. Stat. Chapter 181); the Minnesota Whistleblower Act; section 176.82 of the Minnesota Worker's Compensation Act; the Minnesota Human Rights Act; the Minnesota Public Employment Labor Relations Act; and any other federal, state, or local government laws,

regulations or executive orders governing employment. I further understand and agree that I am releasing any Claim I may have, whether known or unknown, for: payment of compensation or benefits of any kind; fraud or misrepresentation; promissory estoppel; wrongful or constructive discharge; defamation; invasion of privacy; breach of covenant of good faith and fair dealing; reprisal or retaliation; breach of contract; breach of a collective bargaining agreement; unjust enrichment; negligence; negligent hiring; supervision and retention; intentional or negligent infliction of emotional distress; and any other Claim arising under any law.

I further agree that if any Claim I release in this Agreement is prosecuted in my name before any court or administrative agency, I will waive any benefits I obtain through such prosecution and will not take any award of money or other damages from such Claim.

Notwithstanding the foregoing, this Agreement does not release any rights or claims I may have under the Minnesota Human Rights Act or the Age Discrimination in Employment Act that arise after I sign this Agreement or that arise from acts occurring after I sign this Agreement. Furthermore, this Agreement does not release any post-separation rights I may have under an ERISA welfare benefit or pension plan that are specifically provided for in the applicable plan document or required by law, any rights I may have under any plan subject to Section 409A of the Internal Revenue Code of the United States to the extent the release would cause a violation of Section 409A, or any rights to post-separation benefits continuation under state or federal law. This Agreement also does not prevent me from pursuing any claim to enforce this Agreement, or any right or claim that by law may not be waived.

6. Period for Review and Consideration.

I acknowledge, agree, represent, and warrant that I have been provided twenty-one (21) days in which to consider whether to sign this Agreement. I understand that I may use as much or as little of this twenty-one (21) day period as I wish prior to signing this Agreement. I also understand that upon the expiration of this twenty-one (21) day period, the offer to enter into this Agreement may be revoked if I have not by then accepted it. I also acknowledge that I have been advised by the City to seek advice of an attorney of my choosing and that I have had the opportunity to obtain such advice before I signed this Agreement. I acknowledge that if I sign this Agreement before the twenty-one (21) calendar days have elapsed, I am voluntarily waiving my right to the twenty-one (21) day review period.

7. Opportunity to Rescind Under the ADEA and MHRA.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination, retaliation, or other claims that he might have under the Age Discrimination in Employment Act ("ADEA"). After I sign this Agreement, I will have seven (7) calendar days to revoke my waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be personally delivered to Lauren Wipper, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330, or sent by United States certified mail, return receipt requested and postmarked within the 7 day period.

I recognize that by signing this Agreement I am waiving and releasing any employment discrimination and retaliation claims that I might have under the Minnesota Human Rights Act ("**MHRA**"). Under the MHRA (Minnesota Statutes § 363A.31), I have the right to rescind this release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Lauren Wipper, either personally or by United States mail within the fifteen (15) day period. If delivered by mail, the rescission must be postmarked within the fifteen (15) day period, properly addressed to Lauren Wipper, City of Elk River, 13065 Orono Parkway, Elk River, Minnesota 55330 and sent by certified mail, return receipt requested.

8. Effect of Rescission of Release of Claims.

If I revoke or rescind any part of the Release of All Claims in this Agreement, paragraph 1 of this Agreement will automatically be rescinded without further action by either party.

9. Non-Disparagement.

I agree not to make any disparaging or negative remarks, either verbally or in writing, regarding the City or any of the City's current or former employees, elected or appointed officials, representatives, or business partners, either individually or in any representative capacity, with regard to acts occurring before the signing of this Agreement.

10. No Admission of Wrongdoing.

Nothing in this Agreement may be construed to be an admission of liability or wrongdoing by, against, or on behalf of the City or me. Any form of wrongdoing or liability is expressly denied by the City and its representatives and by the undersigned and his representatives.

11. Complete Agreement.

I acknowledge and agree that there are no other agreements, covenants, promises, undertakings, or understandings between me and the City except as explicitly set forth in this Agreement and that I have not relied on any statement, representation, or promise of the City, or of any representative or attorney for the City, in executing this Agreement, except as may be set forth explicitly in this Agreement.

No modification of, or addition to, this Agreement shall be effective unless it is in writing and signed by all Parties to this Agreement.

12. Miscellaneous.

I understand that this Agreement is a contract, and that the contract has been agreed upon by the City in Minnesota, and that this Agreement will be construed and interpreted in accordance with the laws of the state of Minnesota. I also understand that if either the City or I believe that this Agreement has been violated or breached in some fashion, that any litigation brought to enforce this Agreement must be brought in the State of Minnesota. I also understand that nothing

contained in this Agreement is to be construed by me or anyone else as an admission that the City has violated any local, state or federal law, rule, regulation or principle of common law. In fact, I understand that the City expressly denies any wrongdoing whatsoever in connection with my employment and the termination of my employment.

13. Signature.

I have read this Agreement, know its contents and have signed it as a free and voluntary act having had adequate opportunity to consider its terms. Furthermore,

I HAVE SIGNED THIS AGREEMENT INTENDING TO BE LEGALLY BOUND TO ALL ITS TERMS.

Date: 4/9/24

Michael E. Hecker
EMPLOYEE NAME

Michael E. Hecker
EMPLOYEE SIGNATURE

Date: _____ **THE CITY OF ELK RIVER**

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.12

Meeting Date
April 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Temporary On-Sale Liquor License - Aegir Brewing Co.

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Temporary On-Sale Liquor License for Aegir Brewing Company, LLC, 19050 Industrial Blvd NW, for May 4-5, 2024.

Background/Discussion

Aegir Brewing Company has applied for a Temporary On-Sale Liquor License for their current location.

Financial Impact

N/A

Mission/Policy/Goal

Explain how this meets the city's mission, current policies and/or council goals

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
4.13

Meeting Date
April 15, 2024

Prepared By
Lauren Wipper, Human Resources Manager

Item Description
Hire Police Department Secretary/Receptionist

Reviewed by:
Lauren Wipper
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the hiring of Caroline Koch to the position of secretary/receptionist for the police department effective April 24, 2024.

Background/Discussion

The 2024 budget included an additional records clerk position in the police department. An internal recruitment resulted in Secretary/Receptionist Tiffany Rossmeisl being selected for that position. This left Ms. Rossmeisl's secretary/receptionist position vacant. We went to market to fill that position and received 88 applications. Following interviews, background, and pre-employment testing, we recommend Caroline Koch for this position.

Ms. Koch is currently working for Morrell Companies in the administrative/receptionist area. She worked for Sherburne County as an administrative assistant for four years and as a legal secretary prior to that. She holds a Legal Secretary Certificate.

Ms. Koch will start at step B of pay grade 6N. All pay and benefits will be consistent with city policy.

Financial Impact

This is a budgeted position.

Mission/Policy/Goal

The Elk River Mission

Attachments

None

The Elk River Vision

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Request for Action

To
City Council

Item Number
6.1

Meeting Date
April 15, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Retirement Recognition: Perry Milless

Reviewed by:
Cal Portner
Justin Femrite

Action Requested
Recognize and thank Perry for his service to the city.

Background/Discussion
Perry is retiring after more than 19 years of service with the city. Staff will be in attendance to discuss his contributions to the community. We wish him a happy and healthy retirement!

His last day of work will be on May 3, 2024.

Financial Impact
N/A

Mission/Policy/Goal
The city mission.

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
6.2

Meeting Date
April 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
City of Elk River Volunteer of the Month

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Mayor Dietz will recognize and present a plaque to the April Volunteer of the Month Award recipient.

Background/Discussion

The City of Elk River Volunteer of the Month Award program was established by Mayor Dietz as an opportunity to recognize Elk River residents for their volunteer contributions and commitment to community service.

Financial Impact
N/A

Mission/Policy/Goal

Elk River fosters a culture of exceptional service and community participation.

Attachments
None

The Elk River Vision

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Request for Action

To
City Council

Item Number
6.3

Meeting Date
April 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Energy City Commission Interviews

Reviewed by:
Cal Portner
Tina Allard

Action Requested

The Council will interview candidates for the Energy City Commission. Appointments will be made later in the meeting.

Background/Discussion

There are currently three vacancies on the Energy City Commission for the following representatives: Resident, School, and Chamber. The current applicant would be a residential representative with a term ending 2/28/25. Mike Enfield will be in attendance to be interviewed.

Financial Impact
N/A

Mission/Policy/Goal

Explain how this meets the city's mission, current policies and/or council goals

Attachments

- I. Energy City Commission Application

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From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Tuesday, April 2, 2024 12:18:52 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

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

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

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

Select the Commission Energy City Commission
applying for

First Name Detlev (Mike)

Last Name Enfield

Address1 18212 Trott Brook Pky

City Elk River

State MN

Zip	55330
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	██████████
Email Address	██████████████████
Public Contact Information	Email Address
Employer	Retired US Postal Service
Occupation	Retired Postmaster
Why are you interested in serving on a city commission?	I would like the opportunity to give back to my community of the last 22 years. I have a great interest in keeping Elk River an Energy City as well as assisting in the implementation of alternative energy systems. I believe global warming is real and it is imperative that we as citizens of not only Elk River but of planet Earth do our part in keeping our environment sustainable for future generations.
What skills, training, and experience would you bring to the commission for which you seek appointment?	I have acquired business management skills through education and employment opportunities provided by the US Postal Service. I also have many years of experience in data processing in a variety of positions from computer operations such as systems analysis, MIS Manager, Computer Operations Manager, and Computer Programmer. During my career with the US Postal Service I have taken a number of college and technical courses in Business Management and Computer Operations as well as computer programming courses.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Word of Mouth
Electronic Signature Agreement	Agree
Electronic Signature	Detlev(Mike) M. Enfield

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



Request for Action

To
City Council

Item Number
6.4

Meeting Date
April 15, 2024

Prepared By
Katie Porath, Records Specialist

Item Description
Proclamation: Fair Housing Month

Reviewed by:
Cal Portner
Tina Allard
Brent O'Neil

Action Requested
Approve, by motion, a proclamation designating April 2024 as Fair Housing Month.

Background/Discussion
St. Paul Area Association of Realtors (SPAAR) requested the city proclaim April as Fair Housing month.

Elk River realtor Ryan Hardin will be present to accept the proclamation on behalf of SPAAR.

Financial Impact
N/A.

Mission/Policy/Goal
Encourage meaningful engagement.

Attachments
I. Proclamation

The Elk River Vision

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



Proclamation

Designating the Month of April as Fair Housing Month

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, the City of Elk River is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW, THEREFORE, BE IT RESOLVED, that I, John J. Dietz, Mayor of Elk River, do hereby proclaim the month of April, 2024 as Fair Housing Month.

In the City of Elk River as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Elk River.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
6.5

Meeting Date
April 15, 2024

Prepared By
Tina Allard, City Clerk

Item Description
Introduction of New Employees

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested
Welcome our new employees to the city.

Background/Discussion
Staff will be in attendance to introduce two new employees in public works. The new employees are as follows:

- Dave Dahl, Street Maintenance Operator II
- Sam Sweat, Street Maintenance Operator II

Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments
None

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Request for Action

To
City Council

Item Number
7.1

Meeting Date
April 15, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment: Freestanding Signage Along
Highway 169 - City of Elk River

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, an ordinance increasing the permitted freestanding sign height for certain properties along Highway 169.

Background/Discussion

The Planning Commission and City Council have held multiple work sessions regarding sign ordinance changes for properties along U.S. Highway 169. These changes are proposed in response to the access and visibility changes resulting from the 169 Redefine project. The project has reduced highway visibility for some businesses and the recommended changes will provide property owners with an opportunity to improve visibility from the highway by installing a taller sign.

Staff recommends increasing the maximum sign height to 40 feet above the mainline elevation of Highway 169. The ordinance also includes a maximum overall height of 50 feet as measured from the sign base. In some instances, the elevation at the base of the sign will be higher than the mainline elevation of Highway 169. In these cases, the sign height shall not exceed 40 feet above the highway grade or 30 feet from the base of the sign, whichever is higher. The proposed amendment includes the C-3 Highway Commercial and MU-ERP districts.

Unfortunately, many commercial properties along Highway 169 that would benefit from this amendment are in Planned Unit Development (PUD) districts and the city cannot initiate an amendment to those standards. Landowners within each PUD will need to request an amendment to their sign regulations. The new ordinance will be the recommendation for future amendments.

Planning Commission

The Commission held a public hearing on February 27, 2024. Debbi Rydberg, Elk River Area Chamber of Commerce, spoke during the public hearing to express support for the proposed ordinance, noting that consistency along the corridor is important.

Commissioners asked questions regarding the application of the ordinance on different parcels and situations, specifically how the changes impact signs for businesses that are now much lower or higher than the highway.

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The Commission directed staff to review the impacts of grade along the corridor and provide an analysis to improve understanding of the impacts along the corridor.

The greatest impact on visibility occurs around the interchanges at Main St./Hwy 169 and 193rd/Hwy 169. In these locations, adjacent commercial properties are 20 feet or more below the grade of Highway 169. Under the current ordinance, signs in these locations could be 50 feet tall, placing them approximately 30 feet above the highway grade, the current height limit.

The Commission also discussed the nighttime impacts of the lights on taller signs. Staff drove the periphery of the 169 Redefine project after dark, specifically the residential neighborhoods, observing the visibility of freestanding signs and their lighting impacts. Generally, lights from existing freestanding signs are lost in a sea of other light sources from streetlights, parking lot lights, traffic lights, freeway lights, wall signage, covered canopy lights, and general building lighting inside and out. Many of the residential areas on the west side of Highway 169 have mature trees screening the light from the commercial corridor and, at times, it was difficult to locate the brighter freestanding signs from these neighborhoods. While lighting from taller signs is a concern, with the modest increase in height proposed by staff, the signs will generally blend into the abundant light pollution already in these commercial areas.

Finally, as a note regarding the recommended height limit of 40 feet above the highway grade, staff received a call from a recent applicant, noting that the height of the existing McDonald's sign was 50 feet tall. The staff then measured the height of the existing Burger King sign and found that their sign was also approximately 50 feet tall. While the recommendation from staff is an increase of 10 feet over the current regulation, the 40-foot limit is still shorter than some of the existing signs along the corridor.

The Planning Commission reviewed the additional information during their March 26, 2024, Regular Meeting and unanimously recommended approval of the ordinance as drafted.

Financial Impact

None

Mission/Policy/Goal

Supports the growth and development of the business community.
Agile, responding to the changing needs of the city.

Attachments

1. Sign Elevation Exhibit
2. Highway Elevation Exhibits
3. Ordinance Amendment Document
4. Presentation to City Council

193rd Ave Area

Main Street Area
197th Ave Area

Max Ceiling Above
Main Line Highway 169*

*Exception

50' MAX or NO HIGHER THAN 40'
ABOVE MAIN LINE HWY 169

40' MAX

Main Line
Highway 169

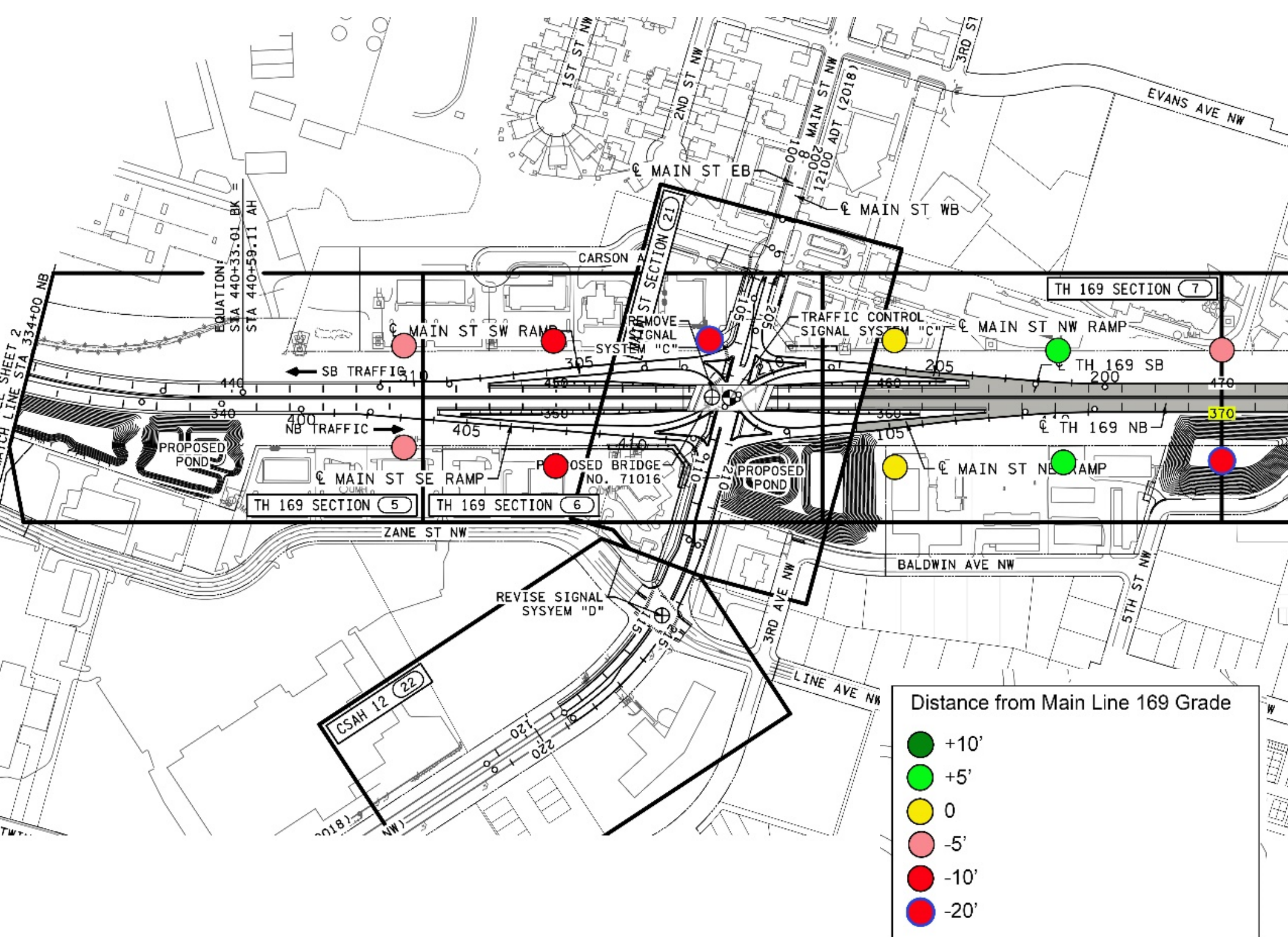
IF X IS LESS THAN 10',
THEN SIGN HEIGHT IS 40' MAX
ABOVE MAIN LINE HWY 169

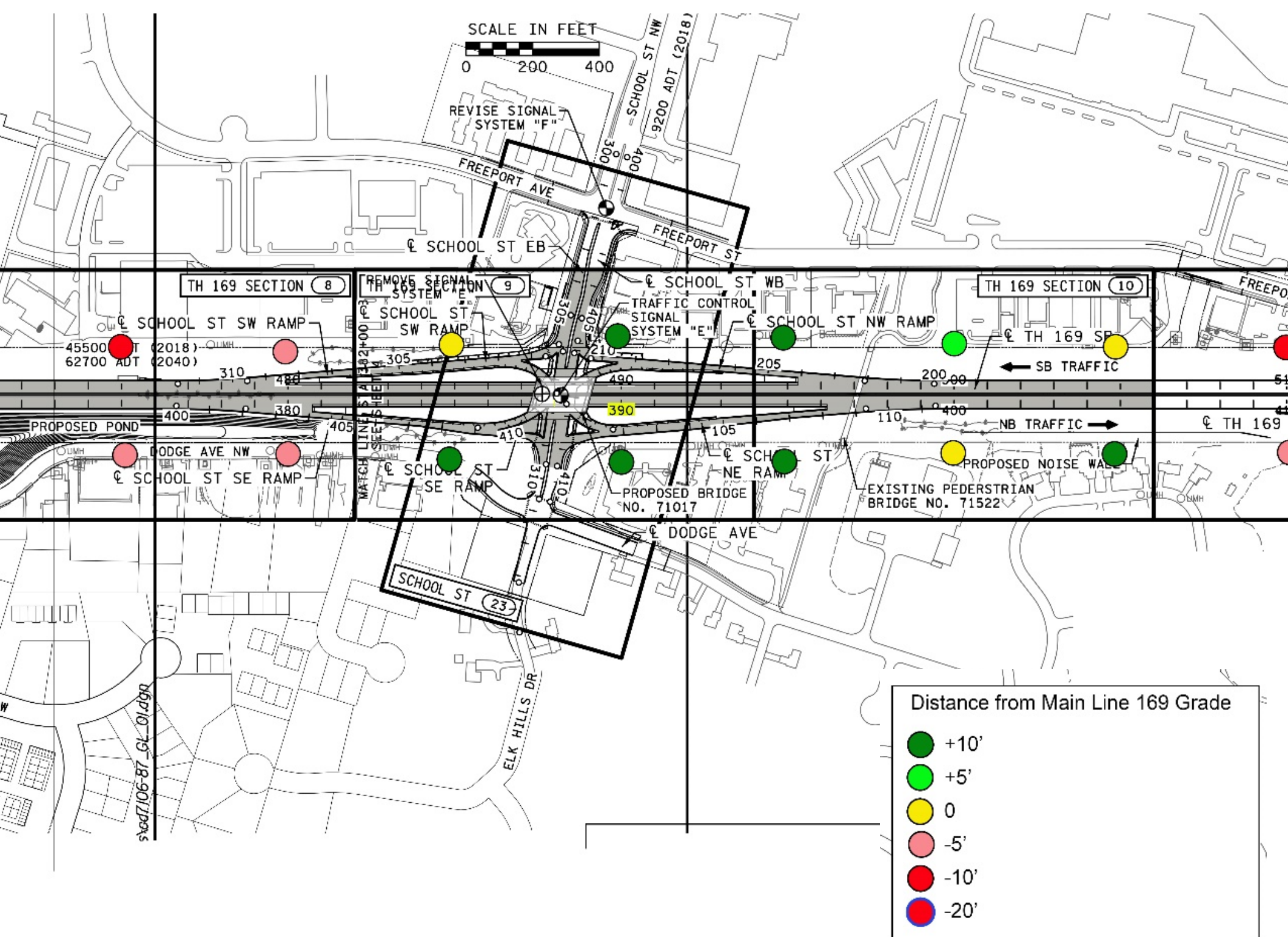
30'

IF X IS GREATER THAN 10',
THEN SIGN HEIGHT IS
30' MAX ABOVE GRADE

x

>X











Ordinance 24 - ____

An Ordinance Amending Sections 30-87I, C-3 highway commercial district and 30-88I MU-ERP mixed use Elk River Plaza district, of the City of Elk River, Minnesota, City Code

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

SECTION 1. That § 30-871 (b) (2), C-3 Highway Commercial District of the City of Elk River Code of Ordinances shall be amended to read as follows:

(b) Permanent signs.

- (1) *Wall signs.* Total wall sign area not to exceed 15 percent of façade area. Wall signs are permitted on any façade that is not directly adjacent to a residential zone. Businesses in multi-tenant facilities shall be allowed their proportionate share of permitted wall sign area. For the purposes of this section a road shall constitute a separation of zones.
- (2) One freestanding sign, not to exceed 150 square feet with a maximum height of 30 feet. One freestanding sign may be permitted for every 300 feet of street frontage measured along a single street. The frontage shall only include the property in which the principal use is located on, which the sign is advertising. The additional sign(s) shall be subject to the size and height limitations of the first allowed freestanding or monument sign and may be placed no closer than 150 feet to any other freestanding or monument sign.
 - a. Freestanding signs located on parcels that abut Highway 169 may be constructed to a maximum height of 40 feet as measured from the nearest point grade of the main line of Highway 169, provided the sign meets all other criteria of this ordinance. A parcel which, but for the location of an intervening frontage road between said parcel and the freeway, shall be deemed to abut the highway. For all such parcels, the sign may only be located in the yard which directly abuts the highway or frontage road as applicable.
 1. In locations where the grade at the base of the sign is lower than the elevation of the adjacent Highway 169, the sign height shall not exceed 50-feet in total height or higher than 40-feet above Highway 169.
 2. In locations where the grade at the base of the sign is higher than 10-feet above the elevation of the adjacent Highway 169, the sign height shall be limited to 30-feet.

3. In locations where the grade at the base of the sign is lower than 10-feet above the elevation of the adjacent Highway 169, the sign height shall not exceed 40-feet above Highway 169.

SECTION 2. That § 30-881 (a) (2) (b), Section 2 Title goes here of the City of Elk River Code of Ordinances shall be amended to read as follows:

(a) *Signage.*

- (1) Temporary signs as permitted in section 30-851 et seq.
- (2) Permanent signs.
 - a. Wall signs. Total wall sign area not to exceed 15 percent of facade area. Wall signs are permitted on any facade that is not directly adjacent to a residential zone. Businesses in multi-tenant facilities shall be allowed their proportionate share of permitted wall sign area. For the purposes of this section a road shall constitute a separation of zones.
 - b. One freestanding sign, not to exceed 100 square feet along a collector street or 150 feet along an arterial street. Max height of ten feet along a collector street or 30 feet along an arterial street.
 1. Freestanding signs located on parcels that abut Highway 169 may be constructed to a maximum height of 40 feet as measured from the nearest point grade of the main line of Highway 169, provided the sign meets all other criteria of this ordinance. A parcel which, but for the location of an intervening frontage road between said parcel and the freeway, shall be deemed to abut the highway. For all such parcels, the sign may only be located in the yard which directly abuts the highway or frontage road as applicable.
 - a. In locations where the grade at the base of the sign is lower than the elevation of the adjacent Highway 169, the sign height shall not exceed 50-feet in total height or higher than 40-feet above Highway 169.
 - b. In locations where the grade at the base of the sign is higher than 10-feet above the elevation of the adjacent Highway 169, the sign height shall be limited to 30-feet.
 - c. In locations where the grade at the base of the sign is lower than 10-feet above the elevation of the adjacent Highway 169, the sign height shall not exceed 40-feet above Highway 169.

SECTION 3. That this ordinance shall take effect upon adoption and be published as provided by law.

Passed and adopted by the City Council of the City of Elk River this 15th day of April, 2024.

John J. Dietz, Mayor

ATTEST:

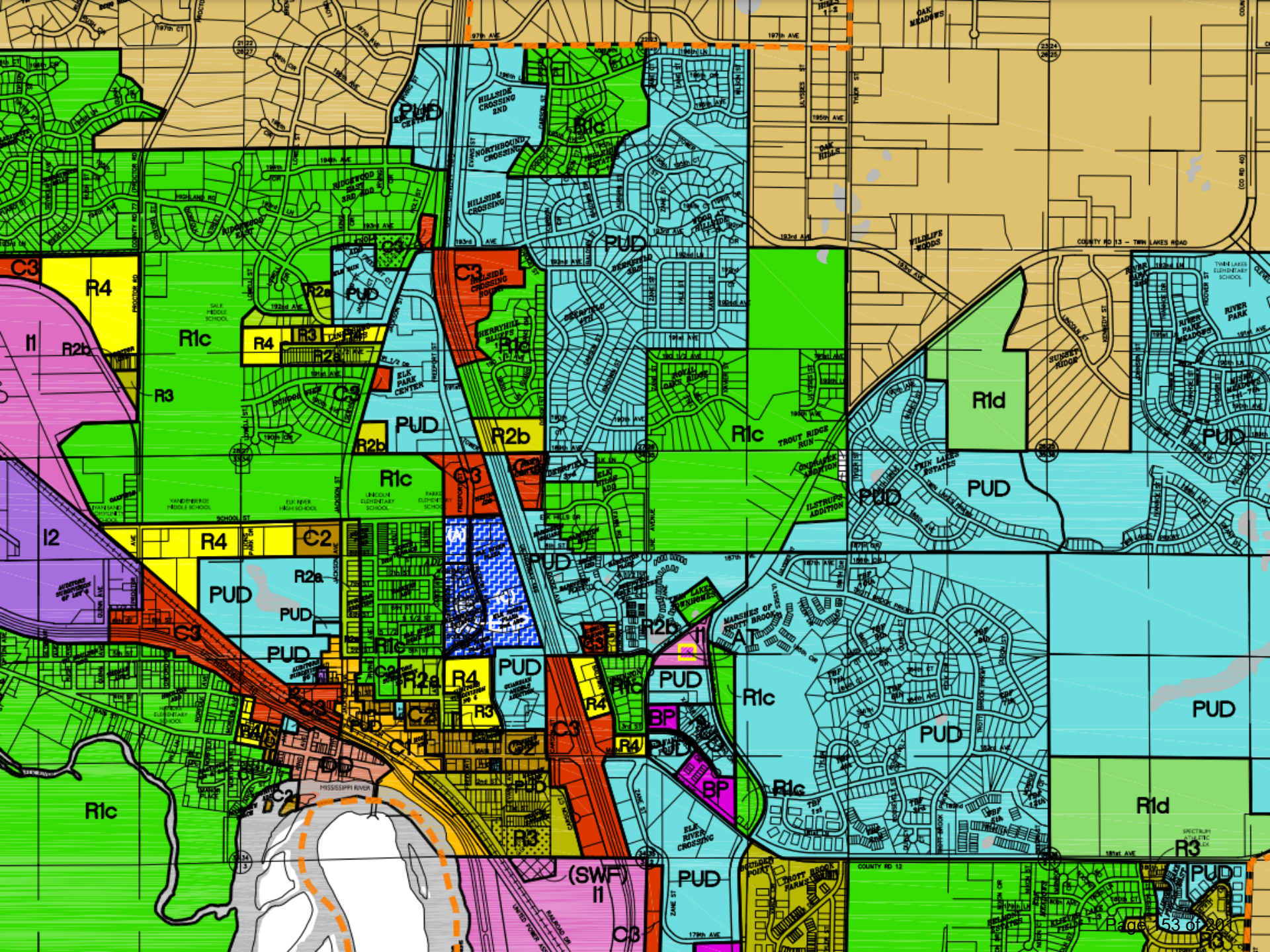
Tina Allard, City Clerk

City of Elk River

Ordinance Amendment

Highway 169 Signage





Background

- Amendment supporting increased sign heights for **C3** and **MU-ERP** properties along Hwy 169
- Response to visual impacts - Hwy 169
- Staff recommend increasing sign height to 40-feet above the adjacent main line highway grade
 - Supported by industry research (55-MPH corridor)
 - Consistent with McDonalds sign PUD amendment
 - Consistent with Holiday Gas variance

Background

- Additional height permitted for businesses below elevation of the highway
- PUD signs and PUD development signs amended by owners

Proposed Ordinance (C3 and MU-ERP)

- a. Freestanding signs located on parcels that abut Highway 169 may be constructed to a maximum height of 40 feet as measured from the nearest point grade of the main line of Highway 169, provided the sign meets all other criteria of this ordinance. A parcel which, but for the location of an intervening frontage road between said parcel and the freeway, shall be deemed to abut the highway. For all such parcels, the sign may only be located in the yard which directly abuts the highway or frontage road as applicable.
 1. In locations where the grade at the base of the sign is lower than the elevation of the adjacent Highway 169, the sign height shall not exceed 50-feet in total height or higher than 40-feet above Highway 169.
 2. In locations where the grade at the base of the sign is higher than 10-feet above the elevation of the adjacent Highway 169, the sign height shall be limited to 30-feet.
 3. In locations where the grade at the base of the sign is lower than 10-feet above the elevation of the adjacent Highway 169, the sign height shall not exceed 40-feet above Highway 169.

Max Ceiling Above
Main Line Highway 169*

*Exception

50' MAX or NO HIGHER THAN 40'
ABOVE MAIN LINE HWY 169

40' MAX

Main Line
Highway 169

IF X IS LESS THAN 10',
THEN SIGN HEIGHT IS 40' MAX
ABOVE MAIN LINE HWY 169

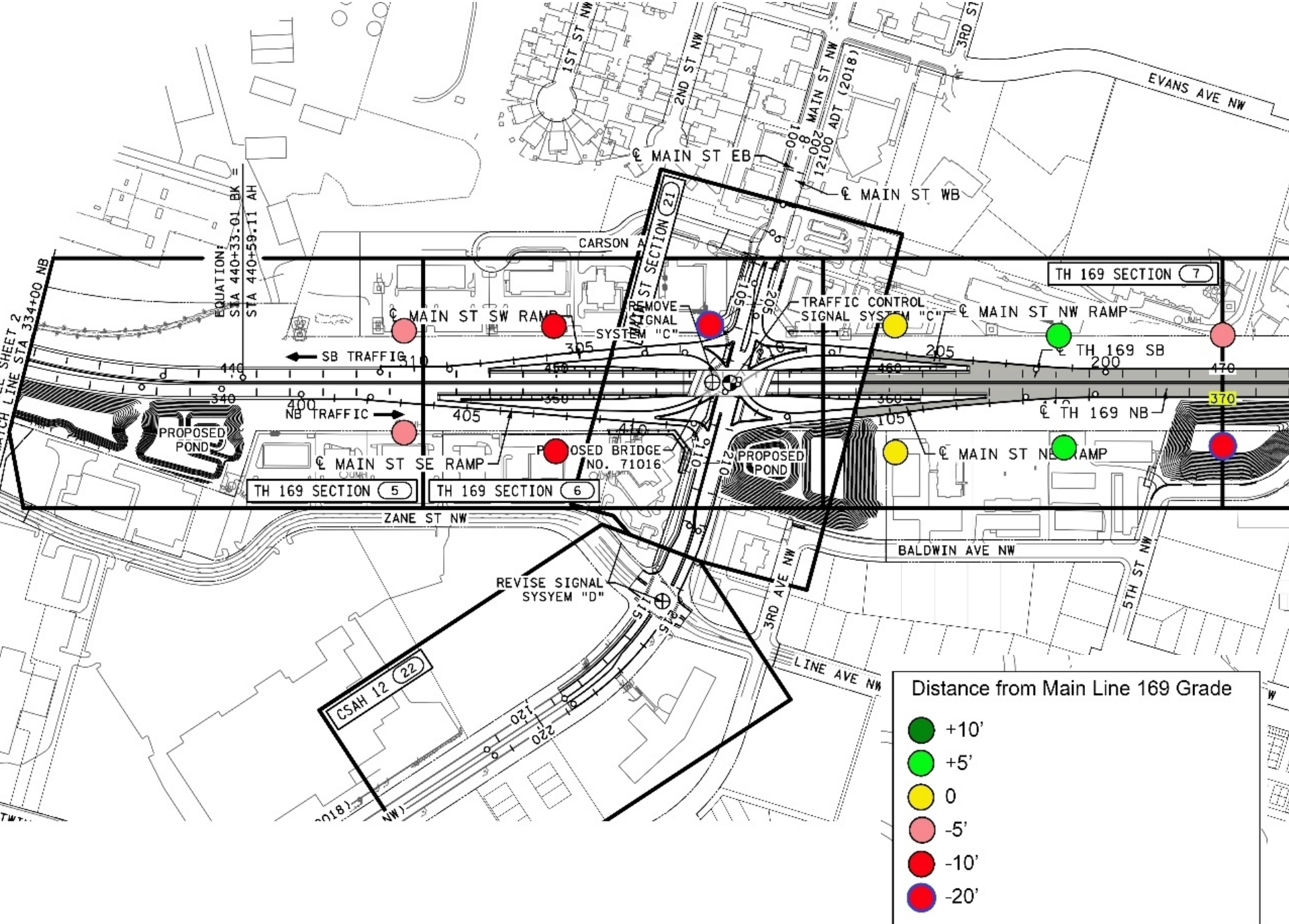
30'

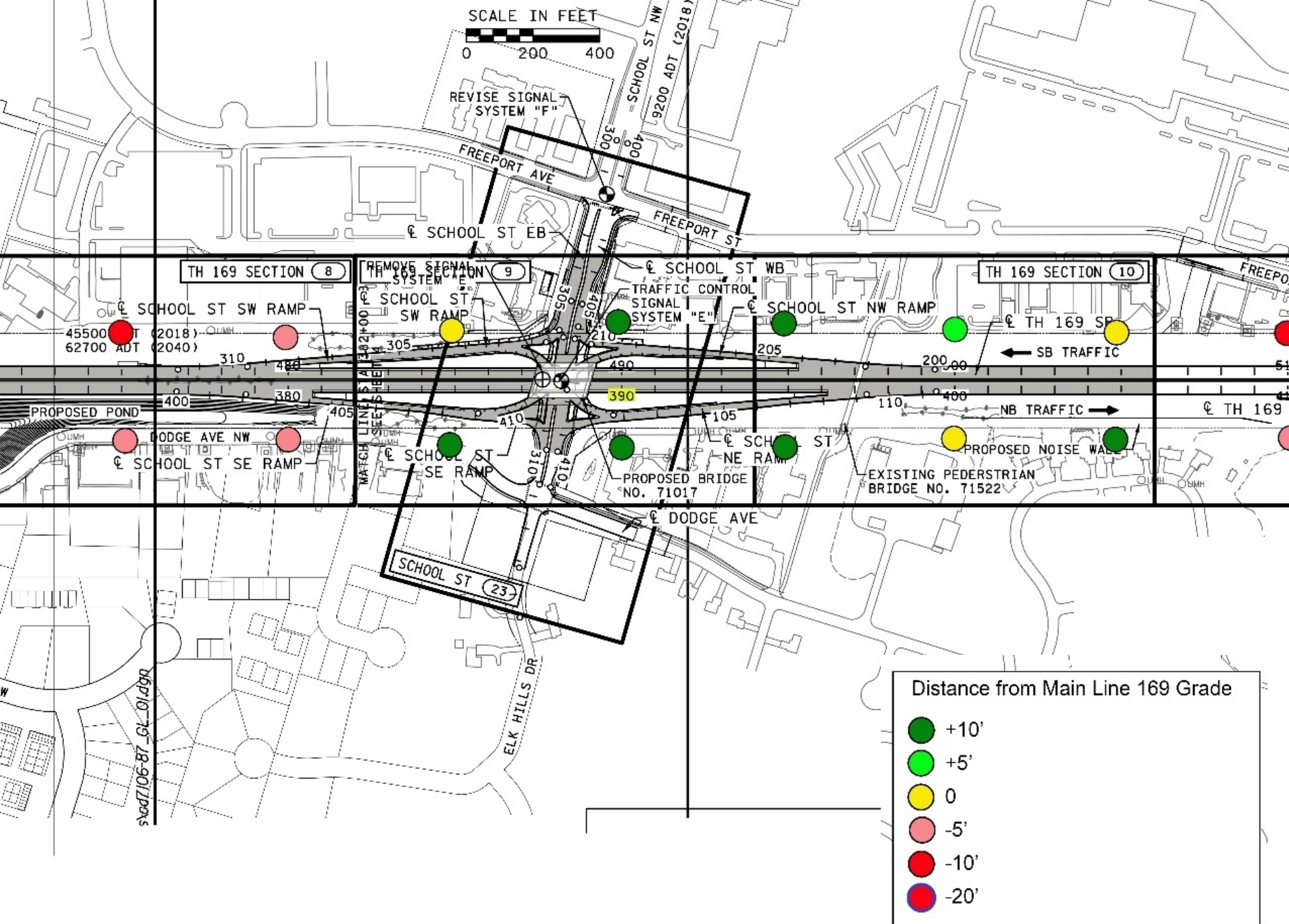
IF X IS GREATER THAN 10'
THEN SIGN HEIGHT IS
30' MAX ABOVE GRADE

>X

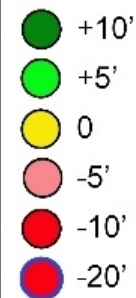
Planning Commission and Feedback

- The Chamber spoke during PH in support of the OA
 - Staff also presented draft regulations to business group in partnership with chamber
- McDonald's representative contacted city to let us know existing sign is 50-feet tall
- PC asked staff to review elevations along highway and lighting impacts
- Unanimously recommended approval during March 26 meeting.





Distance from Main Line 169 Grade





SECTION (10)

169 SB
TRAFFIC

FFIC →

ISE WALL

TH 169 SECTION (11)

37500 ADT (2018)
51300 ADT (2040)

TH 169 SECTION (12)

TRAFFIC CONTROL
SIGNAL SYSTEM "G"

TH 169 SECTION (13)

Distance from Main Line 169 Grade

- +10'
- +5'
- 0
- 5'
- 10'
- 20'



Action Requested

- Adopt, by motion, an ordinance increasing the permitted freestanding sign height for businesses along Highway 169

Max Ceiling Above
Main Line Highway 169*

*Exception

50' MAX or NO HIGHER THAN 40'
ABOVE MAIN LINE HWY 169

40' MAX

Main Line
Highway 169

IF X IS LESS THAN 10',
THEN SIGN HEIGHT IS 40' MAX
ABOVE MAIN LINE HWY 169

30'

IF X IS GREATER THAN 10',
THEN SIGN HEIGHT IS
30' MAX ABOVE GRADE

>X



Request for Action

To
City Council

Item Number
7.2

Meeting Date
April 15, 2024

Prepared By
Zack Carlton, Community Development Director

Item Description
Ordinance Amendment: Lot Line Adjustments and
Platting Small Parcels - Ken Beaudry

Reviewed by:
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Adopt, by motion, an ordinance amending the city's code to exempt specific lot adjustments from platting.

Background/Discussion

At the request of the applicant, and with the support of the Planning Commission and City Council, staff proposes an ordinance amendment that will allow a subdivision of land where a section of property is split from a larger lot and attached to an adjacent parcel without platting.

Planning Commission

The Commission held a public hearing on the proposed amendment during their March 26, 2024, meeting. No one spoke during the public hearing and the city has not received any additional comments for or against the proposed project.

The Planning Commission unanimously recommended approval of the amendment.

Financial Impact

None

Mission/Policy/Goal

Supports the growth and development of the community.
Agile, adapting to the changing needs of residents and businesses.

Attachments

1. Planning Commission Memo dated March 26, 2024
2. Ordinance Amendment Document
3. Presentation to Council

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Request for Action

To Planning Commission		Item Number 5.1
Agenda Section Public Hearings	Meeting Date March 26, 2024	Prepared by Zack Carlton, Community Development Director
Item Description Ken Beaudry ▪ Ordinance Amendment – Lot Line Changes and Platting Small Parcels, Case No. OA 24-02		Reviewed by Chris Leeseberg, Senior Planner
		Reviewed by

Action Requested

Recommend, by motion, approval of the proposed ordinance amendment.

Background/Discussion

At the request of the applicant, and with the support of the Planning Commission and City Council, staff propose an ordinance amendment that will allow a subdivision of land where a section of property is split from a larger lot and attached to an adjacent parcel without platting.

The proposed amendment creates an exception to the platting requirements for unique situations where platting a larger parcel is not necessary. Currently, ordinance states that any subdivision of land which results in a parcel that is less than 20-acres for residential, or 5-acres for commercial requires a plat. The amendment removes this requirement when the parcel being split includes a combination with an adjacent parcel. The exception also requires that there shall be no increase in the number of parcels after the combination has been completed, and that all parcels must be legal conforming upon recording.

In working with Sherburne County and the city attorney, the proposed amendment will create the ability within our ordinance to complete the boundary line adjustment that the applicant has proposed in the past.

Financial Impact

None

Mission/Policy/Goal

- Supports the growth and development of the community.
- Agile, adapting to the changing needs of residents and businesses.

Attachments

- Draft Ordinance

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Updated: January 2023



Ordinance 24 - ____

An Ordinance Amending Chapter 30-352, Platting Required; Exceptions, of the City of Elk River, Minnesota, City Code

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

SECTION 1. That § 30-352 (b), Platting required; exceptions, of the City of Elk River Code of Ordinances shall be amended to read as follows:

- (b) Subsection (a) of this section shall not apply to a conveyance if the land described:
- (1) Is located in the former Town of Elk River and was a separate parcel of record on June 24, 1971;
 - (2) Is located in the former City of Elk River and was a separate parcel of record on December 7, 1980;
 - (3) Is located in the former Town of Elk River and was the subject of a written agreement to convey entered into prior to June 24, 1971;
 - (4) Is located in the former City of Elk River and was the subject of a written agreement to convey entered into prior to December 7, 1970;
 - (5) Was a separate parcel no less than 2½ acres and 150 feet in width on January 1, 1966;
 - (6) Was a separate parcel of not less than five acres in area and 300 feet in width on July 1, 1980;
 - (7) Was a single parcel of commercial or industrial land of not less than five acres and having a width of not less than 300 feet and its conveyance does not result in the separation or division of the parcel into two or more lots or parcels, any one of which is less than five acres or 300 feet in width; or
 - (8) Is a single parcel of residential or agricultural land of not less than 20 acres and having a width of not less than 500 feet and its conveyance does not result in the division of the parcel into two or more lots or parcels, any one of which is less than 20 acres in area or 500 feet in width.
 - (9) When a parcel is split to create a new lot that will be attached to an adjacent parcel. The split must be associated with a lot combination or a plat that does not result in a net increase in the number of parcels. All lots must be legally conforming after a combination or plat is complete.

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

Passed and adopted by the City Council of the City of Elk River this 15th day of April, 2024.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk

Ken Beaudry

Ordinance Amendment Platting Small Parcels

Background

- Amendment allowing small lot line adjustments where full plat would normally be required
- Create exception to platting rule
 - Currently exception is 20 acres (when creating a new lot)
- Platting will be exempt in the following situation:
 - When a parcel is split to create a new lot that will be attached to an adjacent parcel. The split must be associated with a lot combination or a plat that does not result in a net increase in the number of parcels. All lots must be legally conforming after a combination or plat is complete.



Planning Commission

- No one spoke during the public hearing and the Commission unanimously recommended approval

Action Requested

- Adopt, by motion, the ordinance amendment as proposed



Request for Action

To
City Council

Item Number
8.1

Meeting Date
April 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Energy City Commission Appointment

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Discuss and appoint by motion a candidate for the Energy City Commission or provide staff further direction.

- Appoint _____ to a term ending 2/28/25

Background/Discussion

There are three vacancies on the Energy City Commission. We received one application from Mike Enfield for the Resident Representative.

Financial Impact
N/A

Mission/Policy/Goal

Explain how this meets the city's mission, current policies and/or council goals

Attachments

- I. Energy City Commission Application

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From: noreply@civicplus.com
To: [Jolene Richter](#)
Subject: Online Form Submittal: Board and Commission Application Form
Date: Tuesday, April 2, 2024 12:18:52 PM

Board and Commission Application Form

Residency Information

Residency Requirements

Must be an Elk River resident for the following

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

Must be a Sherburne County resident for the following:

- Library Board

Residency does not matter for the following:

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

Select the Commission Energy City Commission
applying for

First Name Detlev (Mike)

Last Name Enfield

Address1 18212 Trott Brook Pky

City Elk River

State MN

Zip	55330
Home Phone Number	<i>Field not completed.</i>
Cell Phone Number	
Email Address	
Public Contact Information	Email Address
Employer	Retired US Postal Service
Occupation	Retired Postmaster
Why are you interested in serving on a city commission?	I would like the opportunity to give back to my community of the last 22 years. I have a great interest in keeping Elk River an Energy City as well as assisting in the implementation of alternative energy systems. I believe global warming is real and it is imperative that we as citizens of not only Elk River but of planet Earth do our part in keeping our environment sustainable for future generations.
What skills, training, and experience would you bring to the commission for which you seek appointment?	I have acquired business management skills through education and employment opportunities provided by the US Postal Service. I also have many years of experience in data processing in a variety of positions from computer operations such as systems analysis, MIS Manager, Computer Operations Manager, and Computer Programmer. During my career with the US Postal Service I have taken a number of college and technical courses in Business Management and Computer Operations as well as computer programming courses.
Conflict of Interest	No
If yes, explain:	<i>Field not completed.</i>
How did you hear about this vacancy?	Word of Mouth
Electronic Signature Agreement	Agree
Electronic Signature	Detlev(Mike) M. Enfield

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



Request for Action

To
City Council

Item Number
8.2

Meeting Date
April 15, 2024

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Consumption and Display License: Pinewood Golf Club

Reviewed by:
Cal Portner
Tina Allard

Action Requested

Approve, by motion, renewal of the Consumption and Display Permit for Baer Necessities, LLC DBA Pinewood Gold Club effective April 1, 2024, through March 31, 2025.

Background/Discussion

Pinewood Gold Club is requesting renewal of its Consumption and Display Permit. The permit is issued by the State of Minnesota after the local City Council has approved its issuance.

Councilmember Wagner must abstain from voting on this item as she currently has a liquor license.

Financial Impact
N/A

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
10.1

Meeting Date
April 15, 2024

Prepared By
Tim Sevcik, Street and Park Superintendent

Item Description
EAB Draft Management Plan

Reviewed by:
Justin Femrite
Cal Portner
Tina Allard

Action Requested

Review the draft EAB Management Plan and provide staff with feedback and direction.

Background/Discussion

During the March 4, 2024, Regular Work Session, staff and Council held a preliminary discussion regarding Emerald Ash Borer (EAB) and the anticipated effects the invasive species is likely to have on the city in the coming years. Staff provided a presentation with background information regarding EAB including the current infestation in Elk River and provided information related to best practices for the management of EAB.

Through this discussion, staff provided the Council with a number of considerations including tree ownership, treatment methods, public communication, removal techniques, property owner considerations, public ordinances, and replacement trees. Based on the discussion, the Council directed staff to develop a draft EAB Management Plan to bring back to the Council for review.

In addition, the Council directed staff to begin an EAB communications campaign for the public and set the following tentative timeline:

- April, 2024 - Review draft EAB Management Plan
- May, 2024 - Conduct a public open house
- June-July, 2024 - Finalize an EAB Management Plan
- September, 2024 - Begin EAB Management Plan implementation

Financial Impact

None

Mission/Policy/Goal

Meet changing needs - Agile

Attachments

The Elk River Vision

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1. Draft EAB Management Plan
2. EAB Communications Plan 2024



**Emerald Ash Borer
Management Plan
Policy**

City of Elk River

Emerald Ash Borer Management Plan

Purpose

The City of Elk River has determined the most appropriate management approach for emerald ash borer (EAB) is the systematic removal of ash trees on public property. The objectives of this plan are to educate the public on the effects of EAB, maintain public safety through timely removals of ash trees, minimizing the financial impact to the city by utilizing a systematic approach to treatments, and lowering the risk of future tree canopy loss through a diversified urban forest.

Introduction

Emerald ash borer (EAB), otherwise known as *Agrilus planipennis*, is native to eastern Asia. This insect was discovered in the United States in 2002 and has since spread to 36 states including Minnesota in 2009. In Minnesota, EAB has spread rapidly to 50 counties and has already killed millions of ash trees with some cities reporting a complete loss of all ash trees within five years of EAB becoming established. EAB was first identified in Elk River in 2023; however Minnesota Department of Agricultural staff determined it has likely been present since 2018 and is already widespread throughout the city.

All species of ash (*Fraxinus*) trees native to Minnesota are susceptible to infestation by EAB. EAB is spread by adult beetles laying eggs on the bark of an ash tree which hatch into larvae that bore into the tree. The larvae tunnel into the phloem layer of the tree, just under the bark and disrupt the movement of water and nutrients, eventually killing the tree. The adult beetles emerge in the spring and can travel at least a half-mile on their own; however EAB is spread much faster through the movement of ash materials such as firewood, brush and logs.

A tree inventory conducted in Elk River in 2013 found 9.2% of all trees within the city are ash with 9.1% of all public trees and 10.1% of all private trees being ash. Based on this survey, it is estimated that there are approximately 1,000 publicly owned ash trees in public rights-of-way, city facilities, and maintained areas of parks; this survey approximates the total ash population within the city at 4,800.

Administration

The City Administrator will be responsible for administering and implementing the provisions of this plan and keeping the City Council updated.

EAB Identification

Signs and symptoms of EAB include:

- Bark splitting
 - Vertical fissures on bark

- Galleries exposed under bark splits
- Blonding of the bark
- Serpentine galleries and “D” shaped exit holes
- The presence of EAB or larvae
- Canopy dieback
 - Begins in the top one-third of canopy
 - Progresses until the tree is bare
 - Increased woodpecker activity
- Sprouting of epicormic shoots from the base of the tree

Management Strategy

Treatment for EAB consists of two primary methods, chemical treatments to prevent ash trees from becoming infested and removal ash trees. Chemical treatments can be further broken down into three primary categories; soil drenches, stem injections, and granular treatments. Of these, granular treatments and soil drenches can be done by the property owner; however the effectiveness of these treatments is limited and both of these treatments can have negative impacts on groundwater, stormwater, and non-target species. Stem injections have shown to be effective for up to three years; however these treatments are cost prohibitive on a large scale with current estimates ranging from \$7-\$11 per diameter inch of stem at 4.5 feet above the ground and must be conducted every three years to protect the tree.

Due to the financial unfeasibility of chemical treatments for publicly owned trees, this management plan will focus on the physical removal of ash trees. The number of public trees removed in any given year will be dependent upon the amount of human and financial resources available. The Street and Park Maintenance Divisions will conduct removals of publicly owned trees as time allows. Tree removals will generally take place from September to March each year. This period ensures that adult beetles have already emerged and transporting of infested wood will not further spread EAB to other areas of the city.

Street and Park Maintenance Division staff will work systematically throughout the city conducting removals of ash trees. Based on population growth models for EAB, it is anticipated that 80% of ash trees will die within the next 4-6 years throughout the city which requires an average removal rate of 175-225 public trees per year. Due to this condensed timeline and the hazards posed to public and private property from dead trees, staff will work through neighborhoods removing all public ash trees regardless of their current infestation status. This approach will be the most cost effective while ensuring the necessary staff and equipment resources are available.

Public trees are determined to be trees located within public road rights-of-way, city owned stormwater ponds and outlots, city campuses, and city parks. Staff will utilize plat documentation and measurements to determine the edge of the road rights-of-way and determine if the tree is public; trees will be determined public if all or part of the tree’s stem is within the right-of-way. Trees located on city campuses and active use areas of parks will be removed, while trees in city outlots, stormwater treatment ponds and natural areas of city

parks will be evaluated for their potential to cause damage to public or private infrastructure. If a tree in these areas is identified as a potential hazard to a target it will be removed; trees without potential targets will be left untreated to provide wildlife habitat and to be recycled into the soil.

Removal of ash trees will be conducted in three phases; removal of tree, stump grinding, and restoration. During removal, staff will work through a neighborhood felling ash trees, loading brush and logs and transporting materials to the city compost site. This activity may require temporary traffic control and/or road closures to allow staff a safe work zone until the tree is felled and all material is removed. Stump grinding will be conducted by staff as time permits and may be done at any time during the year. Restoration will consist of black dirt and seed appropriate to the conditions.

In areas where private landscaping, pet fences and irrigation systems are within the public right-of-way, staff will work to minimize impact to the landscaping during the removal and stump grinding process. The city is not responsible for damage to private landscaping within the right-of-way and it is the homeowner's responsibility to restore any disturbed landscaping because of ash tree removal.

Tree Replacement

Due to the volume of public trees anticipated to be removed as a result of EAB, the city must focus its efforts on tree replacements in areas of greatest need. Trees on city campuses and public parks will be the priority for replacement to ensure aesthetics of public facilities and provide shade to the public. Tree replacement along public rights-of-way may be conducted as time and resources permit. Establishment of trees in public rights-of-way will be the responsibility of the adjacent property owner. The city will not conduct tree replacements in city outlots, stormwater ponds, or natural areas. These areas will be allowed to naturally regenerate.

Replacement trees will consist of 1-1.5-inch diameter bareroot trees consisting of a variety of species to establish a more diverse canopy able to resist any future disease and insect pests. Tree species include hybrid American elm (sp.), white oak (sp.), maple (sp.) hackberry, Kentucky Coffee, American linden (sp.), river birch, honey locust, Ohio buckeye, ginkgo, black cherry, black walnut, butternut, northern catalpa, northern redbud, shagbark hickory, and bitternut hickory. These tree species meet current and projected frost hardiness zones for central Minnesota according to the University of Minnesota, Forest Resources Department.

Private Trees

The City of Elk River does not intend to treat or remove ash trees located wholly within private property, removal of these trees is the responsibility of the property owner. The city may inspect and conduct abatement of any nuisance trees in accordance with Chapter 46 Section 46-34 of the city ordinance. Nuisance trees on private property are further defined in Chapter 82, Article II, Section 82-30 through 82-40 of the ordinance.

In accordance with these sections, property owners are responsible to abate any trees that are dead, diseased, or otherwise not maintaining foliage on more than 50 percent of the tree during the growing season. In the event abatement is not conducted, the city may abate the tree to prevent further spread of EAB.

The City of Elk River, at the direction of the Council, may establish master contracts for ash tree injections and/or removals. These contracts, if determined by the Council, may provide for bulk treatment pricing that could be extended to privately owned ash trees to reduce the cost to homeowners.

Additionally, at the direction of the Council, the City may apply for grant funding to support the city's EAB program. Through these programs, there is the potential for the city to provide assistance to private property owners for ash tree abatement.

Wood generated from the removal of EAB infested ash trees may be disposed of at the Elk River Compost Facility located at 19000 Proctor Road, Elk River, MN 55330. Compost site passes are available in person at City Hall or online at [Compost Site | Elk River, MN - Official Website \(elkrivernm.gov\)](#).

Residents are required to follow all compost site requirements when disposing of any tree or yard waste. Contractors may dispose of tree waste in the compost site only if performing work on Elk River residents' property and utilizing the compost site pass of the property owner to gain access to the site. Materials from outside of Sherburne County are not authorized.

Communication

Communication and education of the public are key components of managing the impact of EAB. Public information will be available to residents through the City's website, social media sites, newsletters, a public open house, and the local newspaper. Residents can also find information about EAB on the following websites:

[Emerald Ash Borer Program | Minnesota Department of Agriculture \(state.mn.us\)](#)
[Emerald Ash Borer Information for Homeowners | Minnesota Department of Agriculture \(state.mn.us\)](#)
[Does My Tree Have Emerald Ash Borer \(EAB\)? \(state.mn.us\)](#)
[Ash Tree Identification \(state.mn.us\)](#)
[Firewood Information | Minnesota Department of Agriculture \(state.mn.us\)](#)

Emerald Ash Borer Management Plan Policy History

Adopted by:	On (date)	Item #

2024 Emerald Ash Borer Communications and Social Media Plan

Information

The City of Elk River is facing the problem of around 1,000 trees infected and dying from Emerald Ash Borer (EAB). The main purpose of this communication plan is to notify the public about this issue, how they can act on it, and how the city plans to manage it. EAB is affecting both privately owned trees and city-owned trees (public spaces, parks, ROWs). If the tree is touching the line between city and private, then the city takes ownership.

Tactics

Our primary goal with this communication plan is to softly introduce the information to the public that our city is struggling with EAB.

Our second goal is to educate the public on our plan and how they can act.

Tone: educational, helpful, slowing the spread, allowing science to catch up, positive

What are possible problems or concerns the public may have?

- Why is the city tearing down trees? Why can't they treat them?
- Why is the city messing with the tree on my property?
- How can the city help me identify and solve the EAB problem in my yard?
- What happens if I leave the EAB in my yard – will the city do anything about it?

Timeline

- Initial information to the public this spring (April)
- Open House in May
- City Council adopts the management plan in June
- City begins using management plan in the fall (September)

Information Still Needed

1. Content for the information needed on the webpage and socials/marketing.
2. Details on the Open House in May.
3. Confirmed photo examples for Klara to use in graphic design.
4. Specific areas in Elk River that can be photographed and referenced.
5. Information on the dates the City Council will discuss EAB.

Task Responsibilities

1. Public Works Staff – sharing information about EAB, fielding questions, and keeping communications in the loop on the City Council's plan and process.
2. Starr Sorheim – managing communications plan and coordinating information.
3. Klara Porath – designing graphics and signage, printing, and managing social media while Starr is on maternity leave.

4. Jake Pace – shooting informational video/s.

Website/Links

A new webpage will be created titled, “Emerald Ash Borer Management Plan.”

This webpage will be linked on the following two pages:

- <https://elkrivernm.gov/1556/Major-Projects>
- <https://elkrivernm.gov/574/Trees-Weeds-and-Invasive-Species>

Visuals – due April 11

Digital

1. Photos and identification examples of EAB for the website.
2. Contamination timeline with photo references for the website.
3. Social Media graphics
 - a. Open House Facebook Event Cover Photo
 - b. Emerald Ash Borer Management Plan (image with that text)
4. Videos – **due end of April**
 - a. Informational video about EAB and the impact it has on Elk River.
5. Website Homepage Banner (2200 x 555)
6. NewsFlash (375 x 385)

Print

1. Informational handout (website condensed to flyer) for the front desk.

Communications Plan

Information Listings – posted by April 12?

1. Webpage is created and published.
 - a. Linked underneath Major Projects and the Invasive Species pages.
2. Reach out to ERMU about inserting information in the utility billing.
3. Provide informational printouts for front desk.

Newspaper – various dates

1. Send first press release with basic information – **April 19**
2. Invite to Open House in May – **May 1**
3. Final press release with management plan details (if needed) – **August 16**
4. They will most likely post coverage from the City Council meetings regarding what is decided for the management plan.

Website

1. NewsFlash
 - a. April 15 – EAB is Here in Elk River
 - b. May 3 – EAB Open House Information

- c. Mid-June – City Council Adopts EAB Management Plan
- d. Mid-August – EAB Management Plan Begins

E-Newsletter

- 1. April 19 - EAB is here in Elk River
- 2. May 3- EAB Open House Information
- 3. Mid-June – City Council Adopts EAB Management Plan
- 4. Mid-August – EAB Management Plan Begins

Webpage – MID-JUNE?

- 1. Upload City Council's Approved Management Plan and link to webpage.

Social Media (Facebook, X (City), NextDoor (City))

April 15 – Emerald Ash Borer is Here in Elk River

Image: Photos and Identification Graphics from the website

Caption: Emerald Ash Borer (EAB) is unfortunately here in Elk River. While the city is currently working on a management plan, we wanted to provide materials to residents on how to identify EAB and what you can begin doing to help the spread. Learn more at *insert link*

April 26 – I have EAB – How Do I Treat It?

Image: Contamination Timeline Photos from the website

Caption: You've identified Emerald Ash Borer (EAB) in your yard, now what? First, it's important to identify where your trees are in the contamination timeline. Next, you can decide to either treat the tree or remove the tree. Remember, it's easier and cheaper to remove a live tree than it is a dead tree. Learn more about how to treat or replace your EAB-infected trees at: *insert link*

TBD – EAB Informational Video with Tim Sevcik

April 30 OR May 7 – Invite to EAB Open House (create event and share)

Image: Open House Facebook Graphic

Caption: Emerald Ash Borer has infected nearly 1,000 trees in Elk River. The City Council and Public Works department are working together to implement a management plan. Unfortunately, the plan will involve many tree removals in public spaces and right-of-ways. We encourage you to attend our upcoming Open House on *insert date, time, and location*, to learn more about the proposed management plan. Learn more about EAB at *insert link*.

Mid-June – City Council Accepts EAB Management Plan?

Image: Emerald Ash Borer Management Plan Social Graphic

Caption: The Elk River City Council adopted an Emerald Ash Borer Management Plan to be implemented beginning *insert date*. This plan will allow the city to carefully mitigate the spread and remove the infected trees from our public spaces. View the plan and more information at *insert link*

Mid-August: Emerald Ash Borer Management Plan Taking Action This Fall

Image: TBD – map?

Caption: Residents can expect to see crews out and about this fall as the Emerald Ash Borer Management Plan begins. The plan will *insert info*. *Insert any other vital info.* Learn more at *insert webpage link*.

Will add more social posts and communication items as we feel needed as the information and plan are set. We will fill content as needed based on what the community is asking as well.

Emerald Ash Borer and Management Plan Webpage

Linked under the Major Projects page and Invasive Species pages

ABOUT SECTION – With Info Advanced/Contact Info on the right

- What is Emerald Ash Borer (EAB)? Include photos and identification.
- How does EAB relate to Elk River?

Possible Video HTML Embed with Introduction to EAB Video

IMAGE: Contamination Timeline w/ Reference Photos

STACKED ACCORDION

- What is the city doing about EAB?
 - Timeline w/ City Council
 - What the city manages
 - How big the impact of EAB is
- What do I need to do about EAB?
 - Identify if you have EAB – include photos
 - Learn about the impact of EAB
 - Review your treatment options
 - Tree replacement options
 - Avoid the spread
 - Other resources

“It’s cheaper to remove a live tree than a dead tree.”

OPTIONAL SIGN UP BUTTONS

Do you want to stay informed on new EAB information?

City Council Notifications

Subscribe to E-Newsletters and/or NewsFlashes



Request for Action

To
City Council

Item Number
12.1

Meeting Date
April 15, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
Investment report - 1st quarter 2024

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information Only

Background/Discussion

Introduction

The purpose of this report is to update the City Council on the status of the various investments the city maintains as of March 31, 2024.

Background

The investment policy complies with state statutes and generally follows the Government Finance Officers Association (GFOA) model.

The investment goals for the City of Elk River are passive in nature due to the allowable investments permitted under state statutes. The city has four objectives for investing. In order of importance, they are: 1) safety of principal, 2) liquidity, 3) return on investment, and 4) maintaining public trust. This means we are focused on not losing on the original investment, having sufficient funds to meet ongoing operating cash needs, getting a market rate of return, and not purchasing speculative investments.

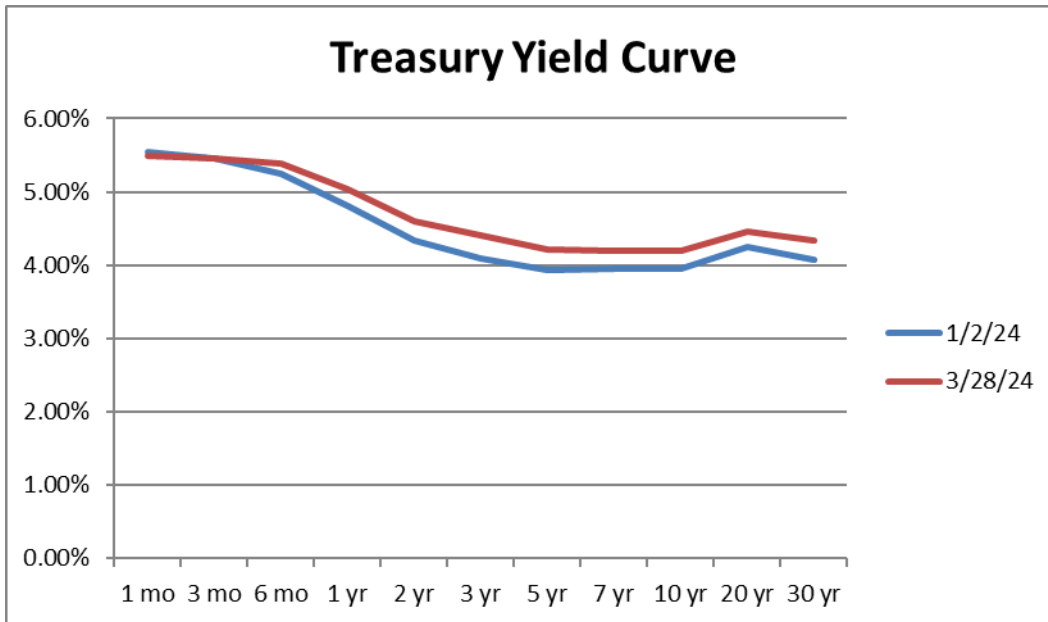
State statutes limit the city's ability to invest in many risky types of investments. The city is generally limited to federal and state government obligations or agencies backed by them, rated debt of local governments, short-term highly rated commercial paper, certificates of deposit, and money market accounts (with collateralization if in excess of FDIC insurance amounts).

The city intends to hold investments until maturity, which means we will get the rate of return on which we invest our funds. The finance staff ensures the city is sufficiently liquid by continually updating our forecast on the anticipated cash flow needs over the next five-year time horizon. We anticipate two large tax settlements each year along with the regularly scheduled debt service payments. We also build in a reserve balance maintained in money market accounts in case of unexpected expenditures.

The Elk River Vision

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





Cities generally use a short-horizon benchmark such as the two-year Treasury Bill or some similar measure. As of 3/28/24, the two-year T-bill was at 4.59%, up from 4.33% on 1/2/24. Our current portfolio yield is roughly 4.89%.

Our primary reserve account is our 4M Fund, which is a money market account where many cities pool their funds. It currently yields 5.275% with daily withdrawal privileges. It is important the city maintains a strong diversified portfolio, prioritizing safety, liquidity, and flexibility in this market environment.

Financial Impact

N/A

Mission/Policy/Goal

Grow responsibly and be good stewards for every dollar to develop a sustainable and prosperous community

Attachments

- I. 03-2024 investment summary



Bond Summary

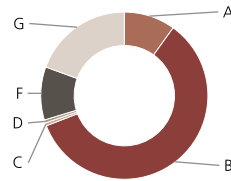
as of March 31, 2024

Bond Overview

Total quantity	48,428,000
Total market value	\$44,870,179.85
Total accrued interest	\$262,516.13
Total market value plus accrued interest	\$45,132,695.98
Total estimated annual bond interest	\$1,300,109.35
Average coupon	2.80%
Average current yield	2.90%
Average yield to maturity	4.89%
Average yield to worst	4.89%
Average modified duration	3.30
Average effective maturity	3.97

Credit Quality of Bond Holdings

Effective credit rating	Issues	Value on 03/31/2024 (\$)	% of port.
A Aaa/AAA/AAA	13	4,481,400.16	9.93
B Aa/AA/AA	64	26,722,530.99	59.18
C A/A/A	1	257,826.00	0.57
D Baa/BBB/BBB	1	267,020.83	0.59
E Non-investment grade	0	0.00	0.00
F Certificate of deposit	20	4,634,678.76	10.25
G Not rated	9	8,769,239.23	19.47
Total	108	\$45,132,695.98	100%

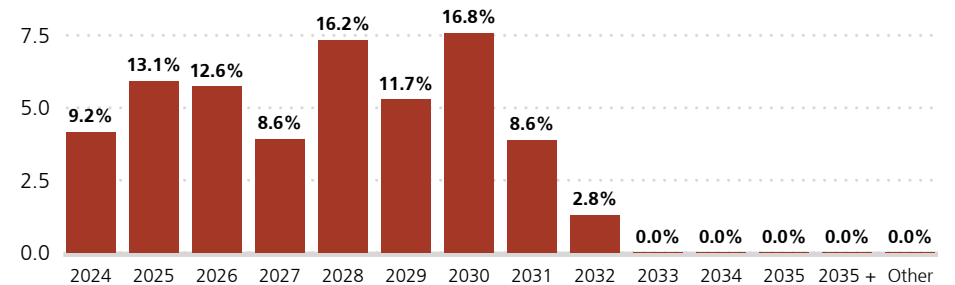


Investment Type Allocation

Investment type	Taxable (\$)	Tax-exempt / deferred (\$)	Total (\$)	% of bond port.
Asset/Mortgage	8,764,378.51	0.00	8,764,378.51	19.42
Certificates of deposit	4,634,678.76	0.00	4,634,678.76	10.27
Municipals	31,239,588.70	0.00	31,239,588.70	69.22
U.S. federal agencies	494,050.00	0.00	494,050.00	1.09
Total	\$45,132,695.97	\$0.00	\$45,132,695.97	100%

Bond Maturity Schedule

\$ Millions



Effective maturity schedule

Cash, mutual funds and some preferred securities are not included.

Includes all fixed income securities in the selected portfolio. Average yields and durations exclude Structured Product, Pass-Through, Perpetual Preferred, and Foreign securities. Accrued interest, if any, has been included in the total market value.



Request for Action

To
City Council

Item Number
12.2

Meeting Date
April 15, 2024

Prepared By
Lori Stich, Finance Manager

Item Description
Financial report - March

Reviewed by:
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information Only

Background/Discussion

This report is designed to provide summary information regarding the overall level of revenues and expenditures in the General Fund, the Multipurpose Facility Special Revenue Fund, and the Enterprise Funds. These funds provide an important picture of the city's financial health.

For March, actual revenues (excluding property taxes and transfers) and expenditures should run about 25% of the annual budget. It is natural for some of the items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from the budget are highlighted below accompanied by a general discussion of the variance.

General Fund

Revenues:

- Property taxes, our largest revenue source, are received in July and December.
- License & permit collections are 11% of budget estimates and consist primarily of building-related permits, rental licenses, and liquor licenses.
- Charges for services are about 40% of estimates with plan check fees, the Big Lake Fire Contract, and recreation fees making up the majority of collections.
- Transfers-in consist of ERMU's 4% February monthly electric revenues. The remaining transfers-in will be recorded mid-year.

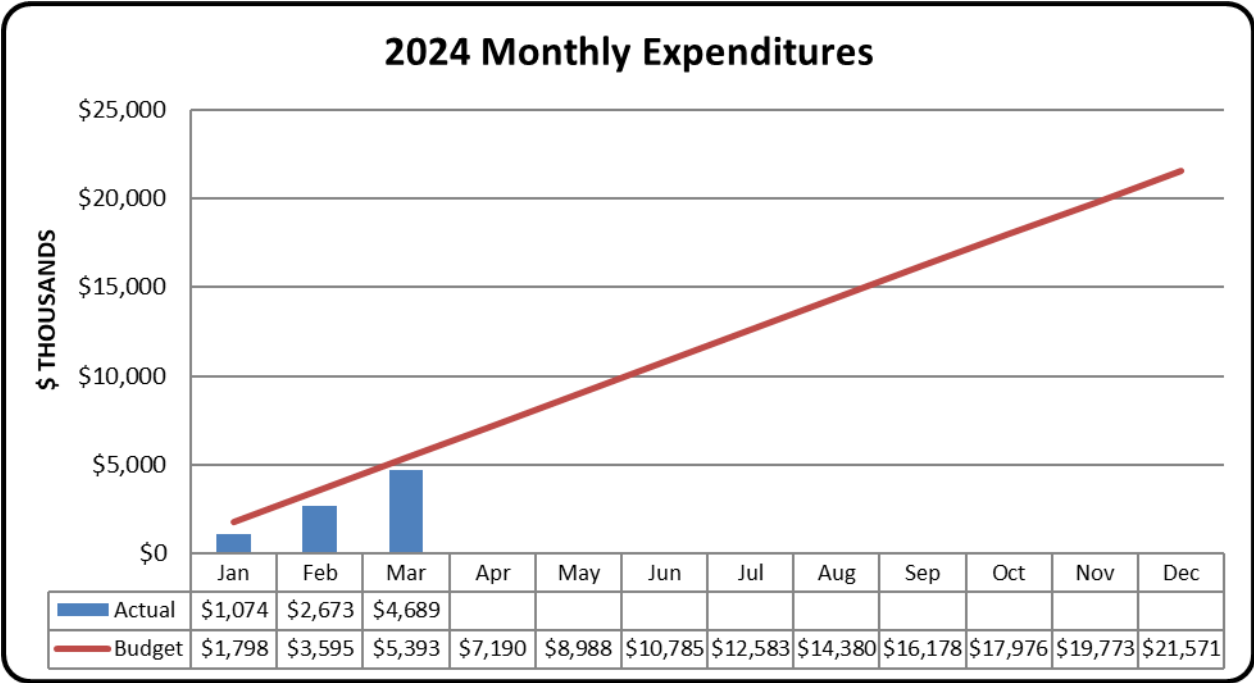
Expenditures:

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- Total departmental expenditures are about 22% of the budget and most departments are within or below budget estimates.
- The second quarter premiums for workers’ comp and property/liability insurance are reflected in the departmental expenditures for March.



Multipurpose Facility

Through the end of March, revenues of \$468,720 exceeded expenditures of \$428,478 by \$40,242. The majority of March collections consist of ice rent, facility rentals, and concessions while expenditures are primarily attributable to personal services and utilities.

Financial Impact

N/A

Mission/Policy/Goal

Grow responsibly and be good stewards for every dollar to develop a sustainable and prosperous community

Attachments

- I. 03-2024 Financial reports

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-GENERAL FUND

FINANCIAL SUMMARY

25.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
<u>REVENUE SUMMARY</u>						
General Fund	21,570,600.00	315,158.03	907,278.88	4.21	20,663,321.12	978,123.82
TOTAL REVENUES	21,570,600.00	315,158.03	907,278.88	4.21	20,663,321.12	978,123.82
	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>						
<u>General Government</u>						
City Council	213,550.00	24,204.68	57,901.43	27.11	155,648.57	55,321.81
Communications	485,300.00	49,114.59	104,674.71	21.57	380,625.29	98,180.88
Administrative Services	721,850.00	78,175.17	163,064.85	22.59	558,785.15	155,092.38
Human Resources	426,550.00	59,342.52	97,109.67	22.77	329,440.33	95,503.77
Elections	75,500.00	20,019.33	24,698.90	32.71	50,801.10	6,213.68
Finance	800,750.00	80,692.88	183,994.53	22.98	616,755.47	223,219.95
Information Technology	731,500.00	65,484.90	128,840.23	17.61	602,659.77	127,863.47
Legal	275,000.00	6,735.29	25,117.07	9.13	249,882.93	44,741.23
Community Development	0.00	16.81	34,248.42	0.00	(34,248.42)	76,313.16
Planning	485,100.00	49,965.44	104,391.17	21.52	380,708.83	56,565.02
Building Maintenance	1,085,250.00	116,699.43	241,127.22	22.22	844,122.78	237,163.56
TOTAL General Government	5,300,350.00	550,451.04	1,165,168.20	21.98	4,135,181.80	1,176,178.91
<u>Public Safety</u>						
Police Administration	1,175,550.00	168,938.14	417,085.23	35.48	758,464.77	380,984.53
Patrol	3,780,150.00	341,493.72	835,915.11	22.11	2,944,234.89	858,685.34
Investigations	1,430,850.00	113,863.85	249,983.12	17.47	1,180,866.88	291,293.47
Police Support Services	945,800.00	84,687.17	179,092.73	18.94	766,707.27	150,864.80
Police Reserves	16,550.00	483.75	633.74	3.83	15,916.26	1,490.00
Public safety building	229,500.00	21,062.02	34,230.11	14.92	195,269.89	33,269.28
Fire Administration	1,332,800.00	99,214.35	258,125.05	19.37	1,074,674.95	251,457.88
Fire Operations	630,450.00	31,593.17	98,857.10	15.68	531,592.90	128,449.25
Emergency Management	34,750.00	750.68	1,136.97	3.27	33,613.03	1,102.99
Building Safety	625,500.00	65,664.33	141,202.70	22.57	484,297.30	135,106.47
Code Enforcement	126,000.00	12,700.63	28,036.32	22.25	97,963.68	26,436.35
Environmental	101,700.00	13,853.95	24,026.16	23.62	77,673.84	21,682.07
TOTAL Public Safety	10,429,600.00	954,305.76	2,268,324.34	21.75	8,161,275.66	2,280,822.43
<u>Public Works</u>						
Street Maintenance	1,742,150.00	118,199.19	322,667.11	18.52	1,419,482.89	314,001.94
Snow Removal	411,150.00	57,222.76	179,328.73	43.62	231,821.27	201,870.75
Equipment Services	397,300.00	41,156.81	88,601.20	22.30	308,698.80	71,122.64
Engineering	489,150.00	52,946.69	111,136.52	22.72	378,013.48	110,398.41
TOTAL Public Works	3,039,750.00	269,525.45	701,733.56	23.09	2,338,016.44	697,393.74

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-GENERAL FUND
FINANCIAL SUMMARY

25.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
Culture & Recreation						
Parks Department	1,743,700.00	142,206.04	315,706.84	18.11	1,427,993.16	226,655.04
Parks & Rec Admin	621,100.00	61,359.30	134,202.19	21.61	486,897.81	133,123.76
Recreation Programs	181,550.00	8,269.44	18,642.02	10.27	162,907.98	24,554.48
Farmers Market	9,500.00	169.63	566.18	5.96	8,933.82	665.40
Sr Citizen Programs	196,000.00	20,150.23	45,080.58	23.00	150,919.42	39,973.26
TOTAL Culture & Recreation	2,751,850.00	232,154.64	514,197.81	18.69	2,237,652.19	424,971.94
Economic Development						
Economic Development	0.00	9,275.65	32,524.77	0.00 (	32,524.77)	29,842.38
Energy City	49,050.00	3,603.18	6,813.44	13.89	42,236.56	6,076.56
TOTAL Economic Development	49,050.00	12,878.83	39,338.21	80.20	9,711.79	35,918.94
General						
TOTAL EXPENDITURES	21,570,600.00	2,019,315.72	4,688,762.12	21.74	16,881,837.88	4,615,285.96
	=====	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,704,157.69)	(3,781,483.24)		3,781,483.24	(3,637,162.14)

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

101-GENERAL FUND

25.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
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General Fund

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Taxes

101-3-0000-3111 Current Ad Valorem Taxes	14,917,700.00	0.00	(3,325.92)	0.02-	14,921,025.92	0.00
101-3-0000-3112 Delinquent Ad Valorem Taxes	0.00	0.00	2,573.46	0.00	(2,573.46)	0.00
101-3-0000-3121 Gravel Tax	225,000.00	0.00	0.00	0.00	225,000.00	0.00
101-3-0000-3131 Penalties/Interest	0.00	0.00	752.46	0.00	(752.46)	0.00
TOTAL Taxes	15,142,700.00	0.00	0.00	0.00	15,142,700.00	0.00

Licenses & Permits

101-3-0000-3211 Liquor License	82,000.00	10,200.00	10,280.00	12.54	71,720.00	520.00
101-3-0000-3212 THC License	4,000.00	0.00	400.00	10.00	3,600.00	1,200.00
101-3-0000-3213 Cigarette License	4,000.00	0.00	450.00	11.25	3,550.00	150.00
101-3-0000-3214 Rental License	65,000.00	11,040.00	14,740.00	22.68	50,260.00	20,240.00
101-3-0000-3216 Mining License	26,000.00	0.00	0.00	0.00	26,000.00	0.00
101-3-0000-3217 Garbage Hauler License	2,500.00	2,000.00	2,395.00	95.80	105.00	765.00
101-3-0000-3218 Other Business License/Permit	16,000.00	970.00	3,410.00	21.31	12,590.00	5,840.00
101-3-0000-3229 NPDES Permit	23,000.00	350.00	525.00	2.28	22,475.00	175.00
101-3-0000-3231 Building Permit	600,000.00	21,724.15	57,609.05	9.60	542,390.95	127,249.80
101-3-0000-3232 Plumbing/Heating Permit	160,000.00	7,116.58	18,885.23	11.80	141,114.77	32,357.77
101-3-0000-3233 Permit Surcharge	700.00	(259.75)	1,347.76	192.54	(647.76)	3,630.81
101-3-0000-3235 Animal License	0.00	0.00	50.00	0.00	(50.00)	560.00
101-3-0000-3237 Other Non-Business Lic/Permit	25,000.00	1,185.00	3,221.19	12.88	21,778.81	2,600.00
TOTAL Licenses & Permits	1,008,200.00	54,325.98	113,313.23	11.24	894,886.77	195,288.38

Intergovernmental Rev

101-3-0000-3311 Federal Grant	0.00	0.00	0.00	0.00	0.00	308.70
101-3-0000-3322 MV Credit	6,000.00	0.00	0.00	0.00	6,000.00	0.00
101-3-0000-3323 Fire State Aid	230,000.00	3,000.00	3,000.00	1.30	227,000.00	4,000.00
101-3-0000-3325 Police 2% Aid	340,000.00	0.00	0.00	0.00	340,000.00	0.00
101-3-0000-3326 Police Training Reimb	35,000.00	0.00	0.00	0.00	35,000.00	0.00
101-3-0000-3329 State Crime Prevention Grant	48,000.00	0.00	0.00	0.00	48,000.00	0.00
TOTAL Intergovernmental Rev	659,000.00	3,000.00	3,000.00	0.46	656,000.00	4,308.70

Charges for Services

101-3-0000-3412 Planning & Zoning Fees	25,000.00	1,400.00	5,725.00	22.90	19,275.00	5,362.50
101-3-0000-3413 Plan Check Fee	250,000.00	10,754.49	30,682.86	12.27	219,317.14	66,497.56
101-3-0000-3415 Special Assessment Search	500.00	30.00	30.00	6.00	470.00	30.00
101-3-0000-3417 Copies	1,500.00	86.08	336.61	22.44	1,163.39	281.13
101-3-0000-3430 Lockout Fees	3,500.00	160.00	480.00	13.71	3,020.00	880.00
101-3-0000-3431 Police Services	45,000.00	3,626.82	8,646.82	19.22	36,353.18	11,550.00
101-3-0000-3432 School Liaison	183,000.00	0.00	86,123.00	47.06	96,877.00	82,810.50
101-3-0000-3434 Animal Impound Fee	500.00	50.00	100.00	20.00	400.00	300.00
101-3-0000-3436 Fire Contracts	400,000.00	48,387.46	259,592.96	64.90	140,407.04	192,635.00
101-3-0000-3437 Fire Services	3,000.00	(450.00)	(450.00)	15.00-	3,450.00	(300.00)
101-3-0000-3451 Street Services	35,000.00	2,420.00	4,752.50	13.58	30,247.50	2,210.00
101-3-0000-3452 Engineering Services Reimb	20,000.00	0.00	0.00	0.00	20,000.00	5,986.60

CITY OF ELK RIVER
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: MARCH 31ST, 2024

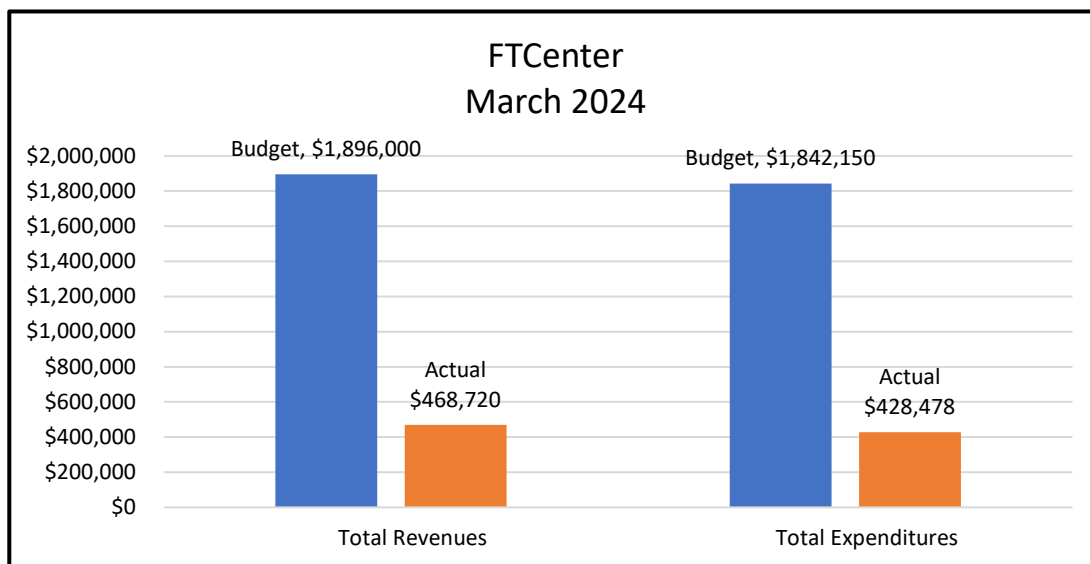
101-GENERAL FUND

25.00% OF YEAR COMPLETED

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE	PRIOR FY YTD BALANCE
REVENUES						
101-3-0000-3461 Recreation Fees	50,000.00	8,280.00	15,774.04	31.55	34,225.96	11,275.00
101-3-0000-3462 Sr Center Activities	43,000.00	3,422.52	13,493.68	31.38	29,506.32	16,068.92
101-3-0000-3463 Farmer's Market	12,000.00	6,170.00	18,000.00	150.00 (	6,000.00)	19,760.00
101-3-0000-3469 Elk RiverFest	20,000.00	360.00	3,860.00	19.30	16,140.00	1,500.00
101-3-0000-3472 Park Use Fee	40,000.00	7,113.87	14,727.87	36.82	25,272.13	12,148.54
101-3-0000-3483 Sewer Inspection Fee	15,000.00	65.00	845.00	5.63	14,155.00	645.00
101-3-0000-3484 Contractor License Check	1,200.00	40.00	150.00	12.50	1,050.00	90.00
TOTAL Charges for Services	1,148,200.00	91,916.24	462,870.34	40.31	685,329.66	429,730.75
<u>Fines & Forfeits</u>						
101-3-0000-3510 Court Fines	150,000.00	16,470.10	27,723.54	18.48	122,276.46	23,375.03
101-3-0000-3512 Ordinance Violations	0.00	0.00	0.00	0.00	0.00	1,600.00
TOTAL Fines & Forfeits	150,000.00	16,470.10	27,723.54	18.48	122,276.46	24,975.03
<u>Special Assessments</u>						
<u>Other Revenue</u>						
101-3-0000-3621 Interest Income	150,000.00	0.00	56,779.06	37.85	93,220.94	46,156.65
101-3-0000-3625 Refunds & Reimbursements	145,000.00	32.00 (	27,813.50)	19.18-	172,813.50 (	1,069.57)
101-3-0000-3626 Contributions	25,000.00	25,750.00	25,750.00	103.00 (	750.00)	39,760.00
101-3-0000-3629 Miscellaneous Revenue	10,000.00	709.39	2,140.45	21.40	7,859.55	2,477.88
TOTAL Other Revenue	330,000.00	26,491.39	56,856.01	17.23	273,143.99	87,324.96
<u>Other Financing Sources</u>						
<u>Transfers In</u>						
101-3-0000-3921 Transfers	0.00	0.00	0.00	0.00	0.00	748.79
101-3-0000-3926 Transfer-Capital Outlay Reserv	89,000.00	0.00	8,500.00	9.55	80,500.00	0.00
101-3-0000-3942 Transfer-WWTS	175,000.00	0.00	0.00	0.00	175,000.00	0.00
101-3-0000-3943 Transfer-Liquor	1,000,000.00	0.00	0.00	0.00	1,000,000.00	0.00
101-3-0000-3944 Transfer-Garbage	250,000.00	0.00	0.00	0.00	250,000.00	0.00
101-3-0000-3945 Transfer-Utilities	1,400,000.00	122,954.32	235,015.76	16.79	1,164,984.24	235,747.21
101-3-0000-3946 Transfer-Stormwater	135,000.00	0.00	0.00	0.00	135,000.00	0.00
101-3-0000-3948 Transfer-EDA	46,000.00	0.00	0.00	0.00	46,000.00	0.00
101-3-0000-3949 Transfer-HRA	37,500.00	0.00	0.00	0.00	37,500.00	0.00
TOTAL Transfers In	3,132,500.00	122,954.32	243,515.76	7.77	2,888,984.24	236,496.00
TOTAL General Fund	21,570,600.00	315,158.03	907,278.88	4.21	20,663,321.12	978,123.82
TOTAL REVENUE	21,570,600.00	315,158.03	907,278.88	4.21	20,663,321.12	978,123.82
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**CITY OF ELK RIVER
MULTIPURPOSE FACILITY - BUDGET TO ACTUAL
MONTH ENDED MARCH, 2024**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$893,500	\$188,559	21.10%
Admissions	45,000	18,488	41.08%
Dry Floor Events/Craft Shows	7,000	465	6.64%
Facility Rental	244,400	57,908	23.69%
Advertising/Naming Rights/Sponsorships	178,000	20,738	11.65%
Recreation fees (Skating/Hockey)	290,000	83,195	28.69%
Concessions/vending	229,000	94,117	41.10%
Other Revenues (interest, etc.)	9,100	5,251	57.70%
Total Revenues	\$1,896,000	\$468,720	24.72%
Operating expenses:			
Personal services	\$900,650	\$252,683	28.06%
Supplies	159,800	80,683	50.49%
Other service charges	661,300	95,112	14.38%
Capital Outlay	120,400	0	0.00%
Total Expenditures	\$1,842,150	\$428,478	23.26%
Revenues over/(under) expenditures	\$53,850	\$40,242	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED MARCH, 2024

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,161,000	\$ 1,807,377	22.15%									
Cost of sales	(6,028,000)	(943,630)	15.65%									
Gross profit	2,133,000	863,747	40.49%									
Operating revenues:												
User charges	-	-	-	\$ 2,630,000	\$ 450,877	17.14%	\$ 2,009,800	\$ 321,068	15.98%	\$ 630,000	\$ 109,882	17.44%
Delinquency collections	-	-	-	1,000	-	0.00%	-	117	-	-	19	-
Other	9,000	1,130	12.56%	180,000	34,990	19.44%	-	-	-	-	-	-
Total operating revenues	9,000	1,130	12.56%	2,811,000	485,867	17.28%	2,009,800	321,185	15.98%	630,000	109,901	17.44%
Operating expenses:												
Personal services	1,070,500	276,813	25.86%	863,500	197,327	22.85%	45,550	11,356	24.93%	-	-	-
Supplies	28,100	16,051	57.12%	324,600	47,415	14.61%	23,400	330	1.41%	1,000	-	0.00%
Other service charges	355,950	48,129	13.52%	972,410	142,876	14.69%	1,773,250	276,988	15.62%	453,600	50,114	11.05%
Depreciation *	100,000	-	0.00%	1,705,000	-	0.00%	-	-	-	495,000	-	0.00%
Total operating expenses	1,554,550	340,993	21.94%	3,865,510	387,618	10.03%	1,842,200	288,673	15.67%	949,600	50,114	5.28%
Operating income (loss)	587,450	523,884	89.18%	(1,054,510)	98,249	-9.32%	167,600	32,512	19.40%	(319,600)	59,786	-18.71%
Nonoperating revenues (expenses):												
Interest income	125,000	24,377	19.50%	125,000	62,383	49.91%	8,000	5,804	72.55%	25,000	13,561	54.24%
Interest expense/agent fees	-	-	-	(82,800)	(42,918)	51.83%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	125,000	24,377	19.50%	42,200	19,466	46.13%	8,000	5,804	72.55%	25,000	13,561	54.24%
Income (loss) before contributions & transfers	712,450	548,261	76.95%	(1,012,310)	117,715	-11.63%	175,600	38,315	21.82%	(294,600)	73,347	-24.90%
Contributions - connection fees	-	-	-	1,000,000	12,754	1.28%	-	-	-	-	-	-
Transfers out	(1,250,000)	-	0.00%	(175,000)	-	0.00%	(58,000)	-	0.00%	(175,000)	-	0.00%
NET INCOME (LOSS)	(537,550)	548,261	-101.99%	(187,310)	130,468	-69.65%	117,600	38,315	32.58%	(469,600)	73,347	-15.62%
Items reclassified to balance sheet at year end:												
Bond Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Capital Outlay	(91,000)	-	-	(173,000)	-	-	-	-	-	-	-	-
Bond Payment (Payoff 2014B Refunded Debt)	-	-	-	(520,000)	(520,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(628,550)	548,261		(880,310)	(389,532)		117,600	38,315		(469,600)	73,347	

* Recorded at year-end

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
002-1010	Cash - Section 125		5,714.02	1,815.02	7,529.04
101-1010	Cash - General Fund		6,833,486.03	(1,581,705.53)	5,251,780.50
211-1010	Cash - Library		225,660.16	(15,768.95)	209,891.21
219-1010	Cash - Federal COVID Fund		1,413,960.83	7,274.14	1,421,234.97
221-1010	Cash - Multipurpose Facility		135,155.17	(113,884.41)	21,270.76
225-1010	Cash - Park Dedication		1,483,280.07	(21,276.00)	1,462,004.07
228-1010	Cash - Landfill		179,111.90	(395.25)	178,716.65
231-1010	Cash - Landfill Const Debris		848,458.36	0.00	848,458.36
240-1010	Cash - Micro Loan Fund		1,141,315.56	554.60	1,141,870.16
242-1010	Cash - State DEED		452,012.40	3,138.13	455,150.53
245-1010	Cash - Development Fund		1,297,475.33	(130.00)	1,297,345.33
290-1010	Cash - Capital Outlay Reserve		2,698,185.63	(21,373.88)	2,676,811.75
291-1010	Cash - Insurance Reserve	(74,588.69)	(14,955.07)	(89,543.76)	
292-1010	Cash - Govt Bldgs Reserve		4,670,542.12	135,409.84	4,805,951.96
294-1010	Cash - Drug Forfeiture		6,618.84	(75.00)	6,543.84
296-1010	Cash - GRE Reserve		837,389.91	0.00	837,389.91
301-1010	Cash - 2020A GO CIP Bonds		33,495.57	0.00	33,495.57
302-1010	Cash - 2021A GO CIP BONDS		19,954.48	0.00	19,954.48
333-1010	Cash - 2020B (2010/2012) Bonds	(191,636.54)	0.00	(191,636.54)	
343-1010	Cash - 2019A Sales Tax Bonds		7,616,249.50	19,897.68	7,636,147.18
401-1010	Cash - Pavement Mgmt		4,289,683.03	(261,556.85)	4,028,126.18
403-1010	Cash - Street Improvement		545,961.00	(1,087.50)	544,873.50
406-1010	Cash - City Wide Trunk Util		1,655,231.23	(1,348.00)	1,653,883.23
410-1010	Cash - Equipment Replacement		2,082,043.15	(155,968.01)	1,926,075.14
411-1010	Cash - Technology Replacement		42,740.88	(6,759.42)	35,981.46
420-1010	Cash - Active ER		1,498,383.21	2,910.46	1,501,293.67
421-1010	Cash - PS Building/Fire Sta 3		910,112.70	3,708.40	913,821.10
440-1010	Cash - Park Improvement		308,743.06	(17,274.50)	291,468.56
462-1010	Cash - TIF #22 Downtown Redev		1,342.75	0.00	1,342.75
463-1010	Cash - TIF #23 Pref Powder	(30,751.51)	36,150.80	5,399.29	
465-1010	Cash - TIF 25 Jackson Hills		18,300.30	0.00	18,300.30
466-1010	Cash - TIF #26 Shoot Steel		2,381.20	0.00	2,381.20
467-1010	Cash - TIF #27 Delta Apartment		1,398.28	0.00	1,398.28
602-1010	Cash - Wastewater Treatment		9,433,582.37	51,935.09	9,485,517.46
603-1010	Cash - Liquor		3,920,578.00	70,686.57	3,991,264.57
605-1010	Cash - Garbage		925,537.71	22,809.10	948,346.81
607-1010	Cash - Storm Water		2,152,065.23	55,526.57	2,207,591.80
801-1010	Cash - Interest		0.00	128,089.83	128,089.83
821-1010	Cash - Developer Escrow		<u>1,048,993.24</u>	<u>5,382.00</u>	<u>1,054,375.24</u>
TOTAL CLAIM ON CASH			58,438,166.48	(1,668,270.14)	56,769,896.34
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CASH IN BANK - POOLED CASH

999-1000	A/P BANK ACCOUNTS		212,939,017.83	489,567.74	213,428,585.57
999-1001	PY BANK ACCOUNT	(182,883,040.91)	(2,157,837.88)	(185,040,878.79)	
999-1002	POOLED INVESTMENTS		<u>28,382,189.56</u>	<u>0.00</u>	<u>28,382,189.56</u>
SUBTOTAL CASH IN BANK - POOLED CASH			58,438,166.48	(1,668,270.14)	56,769,896.34