



City Council

Monday, November 3, 2025

6:30 PM

Elk River City Hall

Regular Meeting & Work Session Agenda

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

1. CALL MEETING TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA

4. CONSENT AGENDA

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

4.1 October 6, 2025, Minutes

4.2 October 20, 2025, Minutes

4.3 Check Register

4.4 Professional Services Agreement 25-31: Statewide Affordable Housing Aid Disbursement to Main Street Family Services

4.5 Agreement 25-32: Architectural Services with LSE Architects for Northbound/Cannabound.

4.6 Ordinance Amendment 25-15: Community Event Center Commission

4.7 Resolution 25 - 64: Final Plat of Oakwater Ridge First Addition

5. OPEN FORUM

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

6. PRESENTATIONS, AWARDS, AND RECOGNITION

7. PUBLIC HEARINGS

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

7.1 Conditional Use Permit CU 24-22: Winlectric CUP Revocation Hearing

8. GENERAL BUSINESS

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

8.1 Discuss Work Session Items

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

10. MOTION TO ADJOURN REGULAR MEETING

11. WORK SESSION

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

11.1 Northbound/Cannabound Store Design Update

11.2 Fire Station No. 1 Space Needs Update

11.3 Community Service Officer Tuition Reimbursement

11.4 Cannabound Branding

11.5 Compensation Plan Update

11.6 2026 Budget

12. MOTION TO ADJOURN

13 Information

13.1 September Financial Reports

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, October 6, 2025**

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

Members Absent: None

Staff Present: City Administrator Cal Portner, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Public Works Director/Chief Engineer Justin Femrite, Fire Chief Mark Dickinson, Records Specialist Dawn Robertson, and City Clerk Tina Allard

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

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

4. CONSENT AGENDA

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

4.1 September 15, 2025, Special Budget Minutes

4.2 September 15, 2025, Regular Minutes

4.3 Check Register

4.4 Hire Part-Time Senior Activity Center Assistant

4.5 Hire Part-Time Building Permit Technician

4.6 Hire IT Specialist (Public Safety Emphasis)

4.7 Hire Secretary/Receptionist

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

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

4.10 Resolution 25-55: Accept Donation of Flag

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

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

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

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

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

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

4.17 Release and Termination of Deed Restrictions

5. OPEN FORUM

No one appeared for open forum.

6. PRESENTATIONS, AWARDS, AND RECOGNITION

6.1 Recognition for 30 Years of Service: Firefighter Jeremy Collins

Chief Dickinson discussed Firefighter Chris Collins' 30 years of service with the fire department.

The mayor read and presented a plaque. The Council thanked Chris for his service.

7. PUBLIC HEARINGS

There were no public hearings.

8. GENERAL BUSINESS

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

The staff report was presented.

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

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

Additionally, direct staff to work with the city attorney and draft an ordinance providing applicants with an opportunity to request variances specifically related to ADA requirements.. Motion Carried 5-0.

8.2 Discuss Work Session Items

There was no discussion.

9. COUNCIL LIAISON UPDATES

9.1 Council Liaison Updates

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

10. MOTION TO ADJOURN REGULAR MEETING

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

The meeting adjourned at 6:58 p.m.

11. WORK SESSION

Pursuant to due call and notice thereof, the worksession meeting was called to order at 7:10 p.m.

11.1 Winlectric Conditional Use Permit Discussion

The staff report was presented. Mr. Leeseberg stated the new owner is requesting additional time to come into compliance and staff is comfortable allowing the additional time.

The Council was unsure the owners would be willing to comply, noting continued storage issues and that the city has been dealing with this for three years. The Council's consensus was to begin the revocation process with a discussion to be held on October 20, 2025. (Due to the required timeline for the public hearing process, this item was delayed to the November 3, 2025, meeting agenda.)

11.2 Fire Station #1 Design Update

The staff report was presented. Chief Dickinson introduced CNH Architects Quinn Hutson and Brooke Jacobson, and Terra Construction Vice President Ben Newlin.

Mr. Hutson discussed the project size, space needs, site location and fire station orientation. The Council asked how these needs are determined and whether the consultant took information from the staff or from industry standards. Mr. Hutson explained how they utilize both methods. Chief Dickinson discussed the consultant's experience and how they have helped staff through the process.

Mr. Newlin reviewed the proposed floor plan and the exterior features. He noted it is an OSHA requirement to have physical activity space. The Council asked about the dorm rooms and who would be utilizing them. Chief Dickinson stated some of the rooms would be used by the ambulance service and some are for future growth of the department for full-time firefighters.

Ms. Jacobson reviewed cost estimates, which she stated are consistent with the current market.

The following comments were expressed by Councilmembers:

- The majority of the second floor is designed for having full-time firefighters and should only be finished as a shell versus fully furnished.
- The city already has a fitness center and one is not needed at this station.
- The classroom space is not needed as the department has other spaces, such as the Emergency Operations Center.

- Staff does not need additional office space because they already have space at other locations, so maybe this could be cut to one shareable office space.
- How is this going to be paid for as there is reluctance to add to the tax levy and could a .5% sales tax be considered as an option?
- Space is not needed for the antique fire truck.
- Asked for the costs of leaving the second floor as a shell versus what the build-out costs would be at a later date.
- In addition to the safety of the firefighters, why is this facility needed and what is the benefit to the community, what will be the efficiencies and will it help with response times?
- How much of the space is used by the ambulance service and can there be some cost participation by them?
- What is the current agreement with the ambulance service?
- An additional \$2 million is also being requested for a ladder truck.
- There is a lot of duplication with what the other stations have and items that could be cut.

Mr. Hutson noted this is a paired down version compared to other stations across the state. The Council asked for data to support this statement.

The Council expressed the need to do their due diligence and to be able to answer the public's questions.

11.3 Northbound and Cannabound Design Update

The staff report was presented. Mr. Stremcha introduced Brian Tempas with LSE Architects.

Mr. Tempas reviewed the site, floor plan, design concepts, parking, parking sharing, and constraints, such as the stormwater basin and topography. He also reviewed the construction timeline. He noted this parcel would include two building spaces on a tight site. He also discussed the tasting/class room noting it is a new trend among liquor and cannabis stores to allow for education and brand strengthening.

The council expressed the following comments:

- Has there been any thought to swapping the liquor and cannabis spaces to allow for more privacy? The store deliveries flow from the east side of the stores with proximity to liquor for bulk deliveries and are out of sight from the main storefront like Coborn's.
- Does this new liquor store add more storage space to allow for bulk purchasing? Mr. Stremcha stated there is more vertical space.
- How security in the cannabis store is affected if the manager is in the shared office space area. Mr. Tempas stated this would not be an issue.
- Concern for the branding colors and having a marijuana leaf in the logo. Councilmember Wagner felt the brand should be modern, classy, and educational. Staff will provide more insight on this topic at a future meeting.
- Feel the more profitable liquor business should be in the front area. Mr. Tempas discussed the strategy of having the cannabis business in the front and that the liquor store will bring customers to see the cannabis store.

- Will the loading dock affect the residential area that is located adjacent? Mr. Tempas noted there is dense forest separating the areas.
- Felt the conference/tasting room is not needed because this is not a private business. The room is designed to be a tasting and educational space for both liquor and cannabis events.
- Why would there be a private patio? Utilized for tastings/educational events and staff breaks similar to City Hall and Public Works facilities.
- Does this location meet our ordinance requirements for distance from a school? Staff will research this further to maintain compliance.

11.4 2025 Elk RiverFest Recap and Plans for 2026

The staff report was presented. Mr. Shelby stated planning for 2026 is underway. He asked the Council if the evening part of the event should be kept and if staff should continue to try to build it into something more that can grow or if they should focus more on a daytime event. He also asked about having liquor at the event.

The Council concurred on a family-focused daytime event with liquor sales.

11.5 Wastewater and Stormwater Rate Analysis

The staff report was presented. Mr. Femrite introduced President Mark Derany with AMKO Bond Services, who discussed the adequacy of the revenue the city is collecting to cover wastewater and stormwater infrastructure costs.

Mr. Derany reviewed his reports and explained his methodology as outlined in the staff report. He focused on three categories for wastewater: basic growth, debt service coverage, and the capital improvement plan. He stated the city had been projecting about a 3% growth annually, but it does not include the debt service coverage or future projects. He commented that the city has a really well run utility from a financial standpoint. He recommended a 5% increase to rates, including connection fees, to be implemented annually from 2026 through 2030 to cover inflation of operating expenses, and to cover the capital improvement plan project expenditures. He also reviewed his stormwater analysis and recommended a 3% increase in the stormwater fee.

Mr. Femrite summarized the recommendation of a 5% rate for the sanitary system and a 5% rate on our connection fees, and 3% rate for storm sewer which is in line with projections from five years ago. He discussed how the city participates in an annual rate survey where our rates are compared against other cities and Elk River is the lowest. He noted our systems are different, but have good value for the residents. He noted the Council will have the opportunity to review and adopt fees later this year when the fee schedule is updated.

11.6 Northeast Sewer and Water Extension Sub Area Study

The staff report was presented. Mr. Femrite introduced Ursinio Puga, with AE2S.

Mr. Puga provided an overview of the study in the staff report. He discussed the lift stations and recommended upsizing the smallest pump in the River Park lift station from 388 gallons per minute (gpm) to 610 gpm. He discussed the trunk sewer and recommended adding two small lift stations and an 8-inch gravity pipe. He discussed the water system and noted no additional upgrades were needed.

He outlined the cost of the pump upgrade to be approximately \$59,000. He noted this is the required city trunk infrastructure upgrade but that there will be developer-driven costs, such as additional lift stations that will be incurred and paid by the developer. He further recommended capping development density at 2 units per acre.

Mr. Femrite stated he would meet with an interested developer to discuss the information presented to the Council tonight. He noted if the developer is interested in pursuing a project, then he'd come back to the council with recommended changes to the Urban Service District.

12. MOTION TO ADJOURN

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

The meeting adjourned at 10:10 p.m.

Minutes prepared by City Clerk Tina Allard.

John J. Dietz, Mayor

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.2

Meeting Date
November 3, 2025

Prepared By

Item Description
October 20, 2025, Minutes

Reviewed by
Cal Portner
Tina Allard

Action Requested

Background/Discussion

Financial Impact

Mission/Policy/Goal

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

Attachments

None

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**Meeting of the City Council
Held at the Elk River City Hall
Monday, October 20, 2025**

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

Members Absent: None

Staff Present: City Administrator Cal Portner, City Attorney Richard Hansen, Senior Planner Chris Leeseberg, Business Services Director/Assistant City Administrator Joe Stremcha, Environmental Services and Projects Specialist Joe Hale, Street Division Foreman Chris Teff, Deputy Clerk Jolene Richter, and Records Specialist Dawn Robertson.

Others Present: Commissioner Mike Westgaard

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. CONSIDER AGENDA

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

4. CONSENT AGENDA

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

4.1 Check Register

4.2 Agreement 25-29: Construction Manager at Risk with Terra Construction for Fire Station #1

4.3 Agreement 25-30: Construction Manager at Risk with Terra Construction for Northbound/Cannabound.

4.4 Agreement 25-28: Lease of Lion John Weicht Park Basketball Courts for Outdoor Ice with Elk River Youth Hockey.

4.5 Agreement 25-26: Professional Services for Preparation of a Significant Industrial User Agreement

4.6 Agreement 25-27: Use Agreement with Minnesota Youth Ski League for Woodland Trails Shed Space

4.7 Resolution 25-60: Finding of Fact for Denial of Variance (Belde)

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 October Volunteer of the Month award to Debra Hjermstad. He highlighted the following:

- Member of Beautification and Public Arts Committee
- Treasurer, Sherburne County Master Gardeners
- Works at the Farmers Market information table
- Maintains the flower garden near Whimsical Windmill
- Co-organizer for Community Garden
- Serves as a Co-Head Election Judge
- Teaches grade school lessons to Junior Master Gardeners
- Very Involved in Maple Grove church before moving to Elk River

7. PUBLIC HEARINGS

7.1 Variance: Setback for Building Expansion, Spikes & Houles Feed, Seed, & Pet Supply - 906 US Highway 10 NW

The staff report was presented.

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

Moved by Councilmember Calva and seconded by Councilmember Grupa to approve, the side yard setback variance request of 15 feet for the following reasons:

- 1. The general purpose and intent of the ordinance are met.**
- 2. The property has a land use guidance of Neighborhood Commercial, and the use is consistent with the Comprehensive Plan.**
- 3. The proposed use is reasonable and is otherwise permitted in the zoning ordinance.**

4. The plight of the petitioner is due to circumstances unique to the property, not a consequence of the petitioner's own action or inaction.
5. The variance will not alter the essential character of the locality.

And with the following conditions:

1. A full survey of the property shall be completed for the building permit.
2. The proposed additions shall not be closer than 5 feet to the west property line nor be located in any easement, whichever is greater.

Motion carried 5-0.

7.2 Resolution 25-61: Easement Vacation, Ricky and Edward Buttweiler - 12891 187th Circle NW

The staff report was presented.

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

Moved by Councilmember Beyer and seconded by Councilmember Wagner to adopt Resolution 25-61 vacating drainage and utility easements, subject to the condition that the lot line adjustment is completed prior to the vacation being recorded. Motion carried 5-0.

7.3 Resolutions 25-62 and 25-63: Approving Easement Vacation and Final Plat of Prairie Haven

The staff report was presented.

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

Moved by Councilmember Calva and seconded by Councilmember Grupa to adopt Resolution 25-62 vacating a portion of the roadway easement for 192 1/2 Ave NW. Motion carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Resolution 25-63 approving the final plat of Prairie Haven, subject to the following conditions:

1. The resolution vacating a portion of 192 1/2 Ave NW is recorded immediately before the plat.
2. The applicant shall pay park dedication for two lots before releasing the final plat for approval.

Motion carried 5-0.

7.4 Twin Lakes Road Apartment PUD, Pat Briggs - 17379 Twin Lakes Road NW

The staff report was presented. No action required.

8. GENERAL BUSINESS

8.1 Northstar Trucking Deadline Extension

The staff report was presented.

Moved by Councilmember Calva and seconded by Councilmember Grupa to direct the applicant to apply for an amendment to their CUP by October 27, 2025, to extend the deadline to allow additional time to satisfy the conditions. Motion carried 5-0.

8.2 Yard Waste Transfer Site Rules, Fees, and Ordinance 25-14 Amendment

The staff report was presented.

Mayor Dietz confirmed that the \$25 fee will go into effect on January 1. He also asked if residents would be able to come into City Hall to buy their passes. Mr. Hale explained that the passes will be through the Citizenserve Portal, which will be online, but residents will be able to come into City Hall, and there will be computers similar to the building department that they can use to complete their passes.

Mayor Dietz asked if the Public Works offices could be open for April to help with the transition when people start using the site more. Mr. Teff stated that they could explore that option to help manage. He went on to explain that it is the idea that the Citizenserve portal will be used, and a lot of the idea is that residents will get them through the mail like they do now, so there will be the same concept. Mr. Teff explained that Sherburne County will be wiping out all the cards in their current system because they believe there are about 15,000-20,000 cards that are not being used, so everyone in the county will need to reapply for a card.

Mayor Dietz asked how many resident cards would need to be renewed. Mr. Teff stated that around 2,000 residents and up to about 50 commercial users.

Mayor Dietz asked if a resident gets an Elk River card to use at Elk River's site, would they be able to still get a card with Sherburne County to use at the county's sites? Mr. Teff stated yes, they could, since they still live in the county.

Mayor Dietz confirmed that the commercial people are on board with the Elk River program. Mr. Teff stated that it will be beneficial for the commercial users, as a lot of commercial companies are running out of places to dump material, so they are excited about the opportunity.

Councilmember Wagner clarified regarding the commercial passes of who will be able to dump. Mr. Teff stated that they would only accept businesses from Elk River.

Councilmember Wagner asked how the information would get out to the public. Mr. Hale stated they would be working with the Communications Department, but some ideas were the web page, an information video, brochures, and an article in the newspaper. Mr. Teff explained they will be working on signage as well.

Mayor Dietz recommended again keeping the public works office open for April to help with the

transition to alleviate the frustrations for people needing a card who didn't know beforehand, so they don't have to drive to City Hall and back.

Moved by Councilmember Grupa and seconded by Councilmember Calva to adopt the Yard Waste Transfer Site Rules and Fees. Motion carried 5-0.

Moved by Councilmember Wagner and seconded by Councilmember Beyer to adopt Ordinance 25-14 amending City Code Sections 58-31 and 58-39 regarding yard waste. Motion carried 5-0.

9. MOTION TO ADJOURN REGULAR MEETING

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

The regular meeting adjourned at 6:33 p.m. Mayor Dietz called the work session to order at 6:34 p.m.

10. WORK SESSION

10.1 Community Event Center Commission

The staff report was presented.

Community Event Center Commission Chair Westgaard stated that they reviewed the commission's duties and explained that there was not enough business to warrant six meetings throughout the year.

Councilmember Wagner clarified that the Council will still have a joint meeting with the Commission. Mr. Stremcha explained that yes, but it would be a special or a joint meeting and would be voluntary. Councilmember Wagner explained that she believes it is essential to receive feedback from the Commission.

Councilmember Beyer explained that it is important to still have that feedback from the commission members.

Commissioner Westgaard stated that if there were ever a staff change, they could be there for them, and if needed, they could always call a special meeting.

The Council agreed to make the recommended changes.

11. MOTION TO ADJOURN

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

The meeting adjourned at 6:43 p.m.

Minutes prepared by Jolene Richter.

12. INFORMATION

John J. Dietz, Mayor

Tina Allard, City Clerk

DRAFT



Request for Action

To
City Council

Item Number
4.3

Meeting Date
November 3, 2025

Prepared By
Amy Stangler, Accounting Clerk

Item Description
Check Register

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, the check registers for the period ending November 3, 2025.

Background/Discussion

The details for the period ending November 3, 2025, are attached to this request for action.

Total for All Funds	\$862,494.54
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Financial Impact
N/A

Mission/Policy/Goal
N/A

Attachments

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

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Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
A B M EQUIPMENT & SUPPLY						
602						
INV0193	1	SUPPLIES - POWERBAND 2GR/5VX5	Invoice	10/07/2025	167.78	602-4-9020-4219
Total 10006 A B M EQUIPMENT & SUPPLY:					167.78	
ASPEN MILLS						
101						
363178	1	UNIFORMS - TOKPAH	Invoice	10/17/2025	566.02	101-4-2320-4217
Total 10749 ASPEN MILLS:					566.02	
BARBARA KENNEY						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	60.00	101-4-5230-4219
Total 13397 BARBARA KENNEY:					60.00	
CHEERS2YOU						
603						
2150318-IN	1	POP/MISC	Invoice	10/23/2025	107.40	603-4-9111-4255
603						
2150318-IN	2	FREIGHT	Invoice	10/23/2025	12.33	603-4-9111-4332
Total 14351 CHEERS2YOU:					119.73	
CIERRA MOORE						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	65.00	101-4-5230-4219
Total 15074 CIERRA MOORE:					65.00	
DARAMOON OR MARY SENG						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	216.00	101-4-5230-4219
Total 13336 DARAMOON OR MARY SENG:					216.00	
ELK RIVER FIRE FOUNDATION						
101						
1-2025	1	FUND MANAGEMENT FARMERS MA	Invoice	10/29/2025	2,000.00	101-4-5230-4409
Total 14992 ELK RIVER FIRE FOUNDATION:					2,000.00	
GREEN HAVEN FARM MARKET L						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	462.00	101-4-5230-4219
Total 14763 GREEN HAVEN FARM MARKET L:					462.00	
HEALTHSOURCE SOLUTIONS LL						
101						
20252635	1	FLU SHOTS UNDER MINIMUM	Invoice	10/22/2025	136.00	101-4-1220-4201
Total 14818 HEALTHSOURCE SOLUTIONS LL:					136.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
HUBBARD ELECTRIC						
101						
20251022-7876	1	ELECTRICAL SVCS - YAC	Invoice	10/22/2025	272.25	101-4-5110-4409
Total 13803 HUBBARD ELECTRIC:					272.25	
JOLENE SINGH						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	60.00	101-4-5230-4219
Total 13384 JOLENE SINGH:					60.00	
JORDAN DEMARS						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	685.00	101-4-5230-4219
Total 13034 JORDAN DEMARS:					685.00	
JOSIAH CHRISTENSEN						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	71.00	101-4-5230-4219
Total 14506 JOSIAH CHRISTENSEN:					71.00	
LACEY HARMS						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	116.00	101-4-5230-4219
Total 15337 LACEY HARMS:					116.00	
LANO EQUIPMENT INC						
101						
2-1191437	1	PARTS	Invoice	10/14/2025	1,214.40	101-4-5110-4221
Total 23575 LANO EQUIPMENT INC:					1,214.40	
MEDICINE LAKE TOURS						
101						
11-06-25 BRANSON	1	TREASURE ISLAND TRIP - 11/6/25	Invoice	10/28/2025	2,250.00	101-4-5510-4409
Total 13038 MEDICINE LAKE TOURS:					2,250.00	
MINNESOTA EQUIPMENT						
101						
P62773	1	PARTS	Invoice	10/28/2025	62.85	101-4-5110-4221
Total 12620 MINNESOTA EQUIPMENT:					62.85	
NORTE CAFE ROASTERS						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	10.00	101-4-5230-4219
Total 14762 NORTE CAFE ROASTERS:					10.00	
SARA RUTTEN						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	216.00	101-4-5230-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 15062 SARA RUTTEN:					216.00	
ADVANCE AUTO PARTS						
101						
6313528713938	1	PARTS #623	Invoice	10/14/2025	144.99	101-4-2120-4221
Total 10168 ADVANCE AUTO PARTS:					144.99	
ALRICK RACE						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	90.00	101-4-5230-4219
Total 14004 ALRICK RACE:					90.00	
AMAZON CAPITAL SERVICES						
101						
11DY-T4HL-43HF	1	SUPPLIES - CONDENSATE NEUTRAL	Invoice	10/14/2025	593.34	101-4-2310-4219
101						
11DY-T4HL-673W	1	OFFICE SUPPLIES	Invoice	10/14/2025	133.70	101-4-3120-4201
290						
11MR-J9D6-3HHW	1	EQUIPMENT REPAIR SUPPLIES	Invoice	10/14/2025	112.61	290-4-2350-4219
101						
133T-QCC4-9CPR	1	SUPPLIES	Invoice	10/15/2025	32.68	101-4-5510-4219
101						
13P4-39M3-69TW	1	BUSINESS PRIME MEMBERSHIP	Invoice	10/14/2025	349.00	101-4-1310-4433
603						
14DC-FVMY-JYYM	1	MARKETING SUPPLIES	Invoice	10/21/2025	6.36	603-4-9112-4349
603						
14DC-FVMY-JYYM	2	MARKETING SUPPLIES	Invoice	10/21/2025	6.37	603-4-9152-4349
602						
14VQ-TDLV-GFTX	1	SUPPLIES-FUSES/AIR CHUCKS/BAT	Invoice	10/28/2025	68.97	602-4-9020-4219
221						
167Q-NM3G-XHFL	1	CLEANING SUPPLIES	Invoice	10/14/2025	29.90	221-4-5400-4219
602						
176N-YMKV-441D	1	WATER SAMPLER	Invoice	10/23/2025	235.23	602-4-9020-4219
602						
19M4-D6CN-CF6M	1	FLASHLIGHTS	Invoice	10/25/2025	146.88	602-4-9020-4219
101						
1C7N-Q1X6-MWGK	1	SUPPLIES	Invoice	10/10/2025	63.96	101-4-2320-4219
101						
1C7Y-JL36-7RYR	1	SUPPLIES - LOCKING CABINETS	Invoice	10/14/2025	111.98	101-4-5510-4219
101						
1DGY-DQWD-1WJV	1	COFFEE	Invoice	10/14/2025	42.00	101-4-1600-4219
101						
1FGX-Q4TN-6LGP	1	PORTABLE PRINTER	Invoice	10/29/2025	85.99	101-4-2130-4219
101						
1FHH-LQWX-3DRY	1	SPECIAL EVENT SUPPLIES-CORD C	Invoice	10/11/2025	72.99	101-4-5220-4219
101						
1FJD-T1VL-MFTH	1	SUPPLIES - CABLES	Invoice	10/27/2025	7.99	101-4-1350-4219
101						
1GN6-6Q4L-WJL7	1	VIDEO SHOOT SUPPLIES	Invoice	10/24/2025	12.78	101-4-1120-4201
101						
1JGK-XLKD-W91L	1	YEALINK HEADSETS	Invoice	10/14/2025	389.70	101-4-1350-4219
101						
1JKM-3XW1-F7QV	1	MONITOR STAND/WALL CALENDAR	Invoice	10/23/2025	38.87	101-4-1310-4201

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
1L9V-CMLP-647P	1	SUPPLIES - DT TRICK OR TREAT	Invoice	10/20/2025	111.98	101-4-5220-4219
101						
1LD6-Y4MD-CJ37	1	SOLICITOR LICENSE BADGES	Invoice	10/16/2025	18.99	101-4-1210-4201
101						
1Q1K-4KF6-KVTV	1	CALENDAR - DENERUD	Invoice	10/17/2025	6.60	101-4-1310-4201
221						
1R6G-YQCT-71DR	1	RESALE ITEMS - LACES/BLADE COV	Invoice	10/16/2025	208.72	221-4-5400-4259
101						
1RRW-VDXV-4VMX	1	FARMERS MARKET SUPPLIES	Invoice	10/16/2025	49.76	101-4-5230-4219
221						
1VN9-JQMV-JFML	1	CONCESSIONS - SYRUPS	Invoice	10/27/2025	114.09	221-4-5430-4259
101						
1WFF-7W6L-VWXP	1	PROPERTY ROOM SUPPLIES	Invoice	10/14/2025	106.47	101-4-2130-4219
101						
1WV4-YVGY-L71L	1	FARMERS MARKET SUPPLIES	Invoice	10/17/2025	17.98	101-4-5230-4219
101						
1XTL-G71H-PFMP	1	SUPPLIES - PLATES/TABLECLOTHS	Invoice	10/28/2025	68.27	101-4-5510-4219
221						
1YM1-MMNK-7FHR	1	WALL TILES/HDMI CORDS	Invoice	10/15/2025	208.32	221-4-5400-4219
101						
1YMQ-WGQX-DT9T	1	CAREER FAIR SUPPLIES	Invoice	10/06/2025	131.94	101-4-1220-4201
Total 13706 AMAZON CAPITAL SERVICES:					3,584.42	
ARCHETYPE SIGNMAKERS INC						
101						
F115400	1	OFFICE SIGN	Invoice	10/20/2025	145.00	101-4-2190-4219
Total 13315 ARCHETYPE SIGNMAKERS INC:					145.00	
ARTISAN BEER COMPANY						
603						
3804382	1	BEER	Invoice	10/15/2025	402.95	603-4-9111-4252
603						
3804383	1	THC PRODUCTS	Invoice	10/15/2025	180.00	603-4-9111-4256
603						
3804384	1	BEER	Invoice	10/15/2025	107.70	603-4-9151-4252
603						
3805937	1	BEER	Invoice	10/22/2025	507.65	603-4-9111-4252
603						
3805938	1	THC PRODUCTS	Invoice	10/22/2025	288.50	603-4-9111-4256
603						
3805939	1	BEER	Invoice	10/22/2025	180.00	603-4-9151-4252
603						
434706	1	BEER CREDIT	Invoice	10/10/2025	28.80-	603-4-9151-4252
Total 12167 ARTISAN BEER COMPANY:					1,638.00	
ASCENTEK CORP						
101						
3960969	1	HYDRAULIC FLUID/TRANSMISSION	Invoice	10/24/2025	1,833.48	101-4-3150-4212
Total 52406 ASCENTEK CORP:					1,833.48	
BARRY L. BROOKS						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	522.00	101-4-5230-4219
Total 50192 BARRY L. BROOKS:					522.00	
BEAUDRY OIL & SERVICE INC						
101						
3078728	1	UNLEADED FUEL	Invoice	10/15/2025	272.49	101-4-5110-4212
Total 11663 BEAUDRY OIL & SERVICE INC:					272.49	
BECKER ARENA PRODUCTS INC						
221						
617599	1	REPLACEMENT PLEXI	Invoice	10/17/2025	482.31	221-4-5400-4219
Total 11700 BECKER ARENA PRODUCTS INC:					482.31	
BEE SWEET HONEY						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	613.00	101-4-5230-4219
Total 13817 BEE SWEET HONEY:					613.00	
BELLBOY CORP BAR SUPPLY						
603						
110432500	1	POP/MISC	Invoice	10/21/2025	92.00	603-4-9111-4255
Total 11810 BELLBOY CORP BAR SUPPLY:					92.00	
BELLBOY CORPORATION						
603						
209335800	1	LIQUOR	Invoice	10/21/2025	627.50	603-4-9111-4251
603						
209335800	2	POP/MISC	Invoice	10/21/2025	157.00	603-4-9111-4255
603						
209335800	3	FREIGHT	Invoice	10/21/2025	13.20	603-4-9111-4332
603						
209345900	1	WINE	Invoice	10/21/2025	180.00	603-4-9111-4253
603						
209345900	2	FREIGHT	Invoice	10/21/2025	1.65	603-4-9111-4332
603						
209346000	1	WINE	Invoice	10/28/2025	216.00	603-4-9111-4253
603						
209346000	2	FREIGHT	Invoice	10/28/2025	13.50	603-4-9111-4332
603						
209363900	1	LIQUOR	Invoice	10/21/2025	173.00	603-4-9111-4251
603						
300409200	1	THC PRODUCTS	Invoice	10/21/2025	654.00	603-4-9111-4256
603						
300409200	2	FREIGHT	Invoice	10/21/2025	9.90	603-4-9111-4332
Total 11800 BELLBOY CORPORATION:					2,045.75	
BERGO ENVIRONMENTAL INC						
225						
10055	1	ASBESTOS TESTING-CAMP COZY C	Invoice	10/21/2025	750.00	225-4-5110-4409

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13757 BERGO ENVIRONMENTAL INC:					750.00	
BERNICK'S						
603						
10414632	1	POP	Invoice	10/15/2025	70.64	603-4-9111-4255
603						
10414633	1	THC PRODUCTS	Invoice	10/15/2025	64.50	603-4-9111-4256
603						
10414634	1	BEER	Invoice	10/15/2025	2,408.75	603-4-9111-4252
603						
10414635	1	POP/MISC	Invoice	10/15/2025	53.40	603-4-9151-4255
603						
10414636	1	THC PRODUCTS	Invoice	10/15/2025	79.80	603-4-9151-4256
603						
10414637	1	BEER	Invoice	10/15/2025	697.35	603-4-9151-4252
603						
10417215	1	POP	Invoice	10/22/2025	142.02	603-4-9111-4255
603						
10417216	1	THC PRODUCTS	Invoice	10/22/2025	162.80	603-4-9111-4256
603						
10417217	1	BEER	Invoice	10/22/2025	3,121.95	603-4-9111-4252
603						
10417218	1	POP/MISC	Invoice	10/22/2025	44.90	603-4-9151-4255
603						
10417219	1	THC PRODUCTS	Invoice	10/22/2025	320.50	603-4-9151-4256
603						
10417220	1	BEER	Invoice	10/22/2025	2,022.75	603-4-9151-4252
603						
10417221	1	BEER CREDIT	Invoice	10/22/2025	51.20-	603-4-9151-4252
221						
I78978	1	CONCESSIONS - HOT BEVERAGES	Invoice	10/13/2025	204.53	221-4-5430-4259
221						
I79622	1	CONCESSIONS - POP	Invoice	10/23/2025	157.50	221-4-5430-4259
221						
I79623	1	CONCESSIONS - POP/MISC BEVERA	Invoice	10/27/2025	680.25	221-4-5430-4259
Total 11950 BERNICK'S:					10,180.44	
BERRY COFFEE COMPANY						
101						
1081897	1	COFFEE FILTER - CITY HALL	Invoice	10/13/2025	76.00	101-4-1600-4219
101						
1082687	1	COFFEE - PD	Invoice	10/13/2025	182.76	101-4-2190-4219
101						
1082714	1	COFFEE - CITY HALL	Invoice	10/13/2025	69.75	101-4-1600-4219
101						
1082885	1	COFFEE	Invoice	10/13/2025	53.92	101-4-3120-4219
101						
1083244	1	COFFEE FILTERS	Invoice	10/15/2025	18.58	101-4-1600-4219
Total 11959 BERRY COFFEE COMPANY:					401.01	
BLACKHAWK PEST CONTROL, LLC						
221						
51833	1	PEST CONTROL-FTCENTER	Invoice	10/20/2025	125.00	221-4-5400-4401

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
51834	1	PEST CONTROL - PUBLIC SAFETY	Invoice	10/20/2025	130.00	101-4-2190-4401
101						
51835	1	PEST CONTROL - CITY HALL	Invoice	10/20/2025	125.00	101-4-1600-4401
211						
51836	1	PEST CONTROL-LIBRARY	Invoice	10/20/2025	82.50	211-4-5600-4401
101						
51837	1	PEST CONTROL-FS 1	Invoice	10/20/2025	52.50	101-4-2310-4401
603						
51846	1	PEST CONTROL-WB	Invoice	10/22/2025	55.56	603-4-9152-4404
603						
51848	1	PEST CONTROL - NB	Invoice	10/22/2025	64.19	603-4-9112-4404
Total 14717 BLACKHAWK PEST CONTROL, LLC:					634.75	
BLOOMINGTON LOCK & SAFE CO INC						
221						
P247169D	1	FIELD HOUSE DOORS REPLACEME	Invoice	10/23/2025	11,105.87	221-4-5400-4530
Total 52503 BLOOMINGTON LOCK & SAFE CO INC:					11,105.87	
BOLTON & MENK, INC						
401						
376178	1	2025 STREET IMPROVEMENTS	Invoice	10/13/2025	1,115.00	401-4-8080-4303
403						
376181	1	LINE AVE CUL-DE-SAC	Invoice	10/13/2025	26,646.00	403-4-8440-4303
406						
376183	1	MEADOWWOODS VILLAGE - SEWER	Invoice	10/13/2025	4,324.50	406-4-8050-4303
225						
376184	1	MEGA LOOP TRAIL IMPROVEMENTS	Invoice	10/13/2025	10,569.00	225-4-8546-4303
406						
376186	1	ROLLING HILLS SEWER EXT	Invoice	10/13/2025	752.50	406-4-8040-4303
403						
376190	1	HWY 10 & 165TH AVE INTERSECTIO	Invoice	10/13/2025	20,073.50	403-4-8450-4303
403						
376191	1	YALE STREET EXTENSION	Invoice	10/13/2025	10,345.00	403-4-8440-4303
Total 11019 BOLTON & MENK, INC:					73,825.50	
BOM FOODS						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	35.00	101-4-5230-4219
Total 52291 BOM FOODS:					35.00	
BREAKTHRU BEVERAGE MINNESOTA						
603						
123817926	1	WINE	Invoice	10/16/2025	176.00	603-4-9151-4253
603						
123817926	2	FREIGHT	Invoice	10/16/2025	1.45	603-4-9151-4332
603						
123817927	1	LIQUOR	Invoice	10/16/2025	323.77	603-4-9151-4251
603						
123817927	2	FREIGHT	Invoice	10/16/2025	2.90	603-4-9151-4332
603						
123933510	1	LIQUOR	Invoice	10/23/2025	1,009.00	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
123933510	2	FREIGHT	Invoice	10/23/2025	23.20	603-4-9151-4332
Total 8002 BREAKTHRU BEVERAGE MINNESOTA:					1,536.32	
603						
123815772	1	WINE	Invoice	10/16/2025	132.00	603-4-9111-4253
603						
123815772	2	FREIGHT	Invoice	10/16/2025	1.45	603-4-9111-4332
603						
123818004	1	LIQUOR	Invoice	10/16/2025	6,456.66	603-4-9111-4251
603						
123818004	2	FREIGHT	Invoice	10/16/2025	76.91	603-4-9111-4332
603						
123933695	1	LIQUOR	Invoice	10/23/2025	2,076.49	603-4-9111-4251
603						
123933695	2	FREIGHT	Invoice	10/23/2025	31.90	603-4-9111-4332
603						
123933696	1	WINE	Invoice	10/23/2025	632.00	603-4-9111-4253
603						
123933696	2	FREIGHT	Invoice	10/23/2025	4.35	603-4-9111-4332
603						
414084953	1	LIQUOR CREDIT	Invoice	10/21/2025	6.35-	603-4-9111-4251
603						
414084953	2	FREIGHT CREDIT	Invoice	10/21/2025	.06-	603-4-9111-4332
Total 12893 BREAKTHRU BEVERAGE MINNESOTA:					9,405.35	
BRIDGEVIEW GARDENS						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	132.00	101-4-5230-4219
Total 52292 BRIDGEVIEW GARDENS:					132.00	
BRUCE WRY						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	1,005.00	101-4-5230-4219
Total 13031 BRUCE WRY:					1,005.00	
C & L DISTRIBUTING CO						
603						
1839001477	1	BEER CREDIT	Invoice	10/15/2025	30.43-	603-4-9151-4252
603						
2190011	1	POP/MISC CREDIT	Invoice	10/15/2025	13.12-	603-4-9151-4255
603						
2190011	2	BEER CREDIT	Invoice	10/15/2025	75.00-	603-4-9151-4252
603						
2190012	1	LIQUOR CREDIT	Invoice	10/15/2025	384.00-	603-4-9151-4251
603						
2190013	1	LIQUOR	Invoice	10/15/2025	218.05	603-4-9151-4251
603						
2190015	1	BEER	Invoice	10/15/2025	6,778.95	603-4-9151-4252
603						
2190015	2	POP/MISC	Invoice	10/15/2025	45.00	603-4-9151-4255
603						
2190036	1	THC PRODUCTS CREDIT	Invoice	10/15/2025	45.00-	603-4-9151-4256

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 8003 C & L DISTRIBUTING CO:					6,494.45	
603						
1839001478	1	BEER CREDIT	Invoice	10/15/2025	11.05-	603-4-9111-4252
603						
2188934	1	LIQUOR	Invoice	10/13/2025	350.10	603-4-9111-4251
603						
2188935	1	BEER	Invoice	10/13/2025	4,305.90	603-4-9111-4252
603						
2188987	1	THC PRODUCTS	Invoice	10/13/2025	870.00	603-4-9111-4256
603						
2189007	1	LIQUOR CREDIT	Invoice	10/13/2025	30.00-	603-4-9111-4251
603						
2189596	1	THC PRODUCTS	Invoice	10/13/2025	132.00	603-4-9111-4256
603						
2190757	1	LIQUOR	Invoice	10/15/2025	28.30	603-4-9111-4251
603						
2190758	1	BEER	Invoice	10/15/2025	4,448.91	603-4-9111-4252
603						
2191405	1	POP/MISC	Invoice	10/15/2025	45.00	603-4-9111-4255
603						
2191406	1	THC PRODUCTS CREDIT	Invoice	10/15/2025	38.00-	603-4-9111-4256
603						
2192775	1	LIQUOR	Invoice	10/20/2025	103.41	603-4-9111-4251
603						
2192776	1	BEER	Invoice	10/20/2025	5,735.00	603-4-9111-4252
603						
2195089	1	LIQUOR	Invoice	10/22/2025	1,125.00	603-4-9111-4251
603						
2195090	1	BEER	Invoice	10/22/2025	14,903.05	603-4-9111-4252
603						
2196376	1	THC PRODUCTS CREDIT	Invoice	10/27/2025	57.00-	603-4-9111-4256
603						
2196377	1	BEER	Invoice	10/27/2025	5,637.20	603-4-9111-4252
603						
2586000001	1	BEER CREDIT	Invoice	10/22/2025	40.43-	603-4-9111-4252
603						
2616000903	1	THC PRODUCTS CREDIT	Invoice	10/13/2025	11.50-	603-4-9111-4256
603						
2616000904	1	BEER CREDIT	Invoice	10/13/2025	60.00-	603-4-9111-4252
Total 13375 C & L DISTRIBUTING CO:					37,435.89	
CAL PORTNER						
101						
102125	1	REIMB PHONE JUL-SEP - CP	Invoice	10/21/2025	90.00	101-4-1210-4321
Total 11583 CAL PORTNER:					90.00	
CASH						
101						
10-21-25 SR CTR	1	REPLENISH PTY CASH-DOLLAR TRE	Invoice	10/21/2025	62.35	101-4-5510-4219
Total 17420 CASH:					62.35	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
CCP DIRECT						
602						
IN05574538	1	NITRILE POWDER GLOVES	Invoice	10/07/2025	1,209.59	602-4-9020-4219
Total 13325 CCP DIRECT:					1,209.59	
CENTRAL HYDRAULICS						
101						
656984	1	PARTS	Invoice	10/02/2025	493.15	101-4-3150-4219
Total 11058 CENTRAL HYDRAULICS:					493.15	
CHARTER COMMUNICATIONS						
602						
175341701 OCT 25	1	PHONE LINE & TV CHGS-WW	Invoice	10/14/2025	165.80	602-4-9010-4321
Total 13954 CHARTER COMMUNICATIONS:					165.80	
CHERNOU LEE						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	493.00	101-4-5230-4219
Total 13329 CHERNOU LEE:					493.00	
CINTAS CORPORATION LOC 470						
602						
4246929476	1	UNIFORM RENTAL/CLEANING	Invoice	10/17/2025	164.33	602-4-9020-4417
603						
4246929654	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	10/17/2025	52.31	603-4-9112-4404
603						
4246936139	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	10/17/2025	47.02	603-4-9152-4404
602						
4247675142	1	UNIFORM RENTAL/CLEANING	Invoice	10/24/2025	153.88	602-4-9020-4417
603						
4247675328	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	10/24/2025	52.31	603-4-9112-4404
603						
4247680699	1	MATS, TOWELS, SCRAPERS, MOPS	Invoice	10/24/2025	55.08	603-4-9152-4404
Total 14080 CINTAS CORPORATION LOC 470:					524.93	
COMMISSIONER OF TRANSPORTATION						
401						
P00020622	1	TESTING/INSPECTIONS	Invoice	10/15/2025	319.46	401-4-8080-4530
Total 14651 COMMISSIONER OF TRANSPORTATION:					319.46	
COUNTRY SIDE SERVICES						
101						
1-110596-01	1	CUTTING EDGES FOR PLOWS	Invoice	10/28/2025	1,800.93	101-4-3130-4219
Total 11269 COUNTRY SIDE SERVICES:					1,800.93	
CRYSTAL SPRINGS ICE						
603						
3-501755	1	ICE	Invoice	10/14/2025	147.12	603-4-9111-4255
603						
3-501755	2	FREIGHT	Invoice	10/14/2025	4.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3-501759	1	ICE	Invoice	10/14/2025	45.20	603-4-9151-4255
603						
3-501759	2	FREIGHT	Invoice	10/14/2025	4.00	603-4-9151-4332
603						
3-501818	1	ICE	Invoice	10/22/2025	161.76	603-4-9111-4255
603						
3-501818	2	FREIGHT	Invoice	10/22/2025	4.00	603-4-9111-4332
603						
3-501820	1	ICE	Invoice	10/22/2025	207.76	603-4-9151-4255
603						
3-501820	2	FREIGHT	Invoice	10/22/2025	4.00	603-4-9151-4332
Total 52407 CRYSTAL SPRINGS ICE:					577.84	
CUB FOODS						
101						
104351146538	1	PROGRAM SUPPLIES	Invoice	10/16/2025	78.19	101-4-5510-4219
Total 15550 CUB FOODS:					78.19	
DACOTAH PAPER CO						
211						
37403	1	SUPPLIES - VAC CORD	Invoice	10/16/2025	149.48	211-4-5600-4219
101						
37404	1	SUPPLIES - VAC CORD	Invoice	10/16/2025	74.74	101-4-1600-4219
221						
37730	1	CLEANING SUPPLIES	Invoice	10/16/2025	292.87	221-4-5400-4219
221						
37731	1	CUPS, NAPKINS, FOOD TRAYS, LIDS	Invoice	10/16/2025	304.81	221-4-5430-4219
Total 15887 DACOTAH PAPER CO:					821.90	
DAHLHEIMER BEVERAGE, LLC						
603						
2030-00033	1	BEER CREDIT	Invoice	10/13/2025	30.00-	603-4-9151-4252
603						
2591975	1	BEER CREDIT	Invoice	10/03/2025	14.80-	603-4-9151-4252
603						
2597451	1	THC PRODUCTS	Invoice	10/13/2025	74.00	603-4-9151-4256
603						
2597452	1	LIQUOR	Invoice	10/13/2025	235.00	603-4-9151-4251
603						
2597453	1	BEER	Invoice	10/13/2025	3,811.30	603-4-9151-4252
603						
2600654	1	BEER	Invoice	10/16/2025	1,884.48	603-4-9151-4252
603						
2600657	1	THC PRODUCTS	Invoice	10/16/2025	88.00	603-4-9151-4256
603						
2603682	1	BEER	Invoice	10/20/2025	138.50	603-4-9151-4252
603						
2603683	1	THC PRODUCTS	Invoice	10/20/2025	478.00	603-4-9151-4256
603						
2603684	1	BEER	Invoice	10/20/2025	2,376.90	603-4-9151-4252
603						
2603720	1	LIQUOR	Invoice	10/20/2025	263.00	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2603771	1	BEER CREDIT	Invoice	10/17/2025	185.16-	603-4-9151-4252
603						
2609447	1	BEER	Invoice	10/27/2025	6,502.00	603-4-9151-4252
603						
2609474	1	THC PRODUCTS	Invoice	10/27/2025	143.50	603-4-9151-4256
603						
2609475	1	BEER	Invoice	10/27/2025	108.00	603-4-9151-4252
Total 8005 DAHLHEIMER BEVERAGE, LLC:					15,872.72	
221						
2607446	1	BEER	Invoice	10/23/2025	1,414.25	221-4-5430-4252
221						
2607446	2	LIQUOR	Invoice	10/23/2025	391.80	221-4-5430-4251
Total 15366 DAHLHEIMER BEVERAGE, LLC:					1,806.05	
603						
2597486	1	THC PRODUCTS	Invoice	10/13/2025	148.00	603-4-9111-4256
603						
2597487	1	BEER	Invoice	10/13/2025	14,315.90	603-4-9111-4252
603						
2600647	1	THC PRODUCTS	Invoice	10/16/2025	334.00	603-4-9111-4256
603						
2600648	1	BEER	Invoice	10/16/2025	4,543.20	603-4-9111-4252
603						
2600787	1	BEER CREDIT	Invoice	10/15/2025	275.20-	603-4-9111-4252
603						
2603189	1	BEER CREDIT	Invoice	10/17/2025	16.00-	603-4-9111-4252
603						
2603245	1	BEER	Invoice	10/20/2025	6,016.60	603-4-9111-4252
603						
2603762	1	BEER CREDIT	Invoice	10/17/2025	99.60-	603-4-9111-4252
603						
2607270	1	BEER	Invoice	10/23/2025	6,529.80	603-4-9111-4252
603						
2607332	1	THC PRODUCTS	Invoice	10/23/2025	74.00	603-4-9111-4256
603						
2607334	1	LIQUOR	Invoice	10/23/2025	270.00	603-4-9111-4251
603						
2609445	1	BEER	Invoice	10/27/2025	20,231.55	603-4-9111-4252
603						
2609489	1	THC PRODUCTS	Invoice	10/27/2025	88.00	603-4-9111-4256
603						
2609640	1	BEER CREDIT	Invoice	10/24/2025	150.00-	603-4-9111-4252
Total 15900 DAHLHEIMER BEVERAGE, LLC:					52,010.25	
DARIAN POSER						
101						
10272025	1	REIMB - D. POSER	Invoice	10/27/2025	148.01	101-4-2130-4331
Total 14474 DARIAN POSER:					148.01	

DEBRA THATCHER

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
101						
2086	1	FARMER MARKET COIN BAGS	Invoice	10/27/2025	326.00	101-4-5230-4219
101						
2087	1	FARMERS MARKET SUPPLIES INSUL	Invoice	10/27/2025	610.00	101-4-5230-4219
Total 15003 DEBRA THATCHER:					936.00	
DENISE YURKEW						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	25.00	101-4-5230-4219
Total 13907 DENISE YURKEW:					25.00	
E C M PUBLISHERS INC						
101						
1069196	1	PH NOTICE - HEMMER EASEMENT V	Invoice	10/11/2025	172.00	101-4-1510-4359
101						
1070012	1	PH NOTICE - POYTHRESS VARIANC	Invoice	10/18/2025	111.80	101-4-1510-4359
101						
1070013	1	PH NOTICE - ST CLAIRE VARIANCE,	Invoice	10/18/2025	111.80	101-4-1510-4359
101						
1070014	1	PH NOTICE - PERKINS VARIANCE V	Invoice	10/18/2025	120.40	101-4-1510-4359
101						
1070015	1	PH NOTICE - REASONABLE ACCOM	Invoice	10/18/2025	111.80	101-4-1510-4359
101						
1070737	1	PH NOTICE - WINLECTRIC REVOCAT	Invoice	10/25/2025	86.00	101-4-1510-4359
Total 17000 E C M PUBLISHERS INC:					713.80	
ELK RIVER GREENHOUSE LLC						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	491.00	101-4-5230-4219
Total 11695 ELK RIVER GREENHOUSE LLC:					491.00	
ELK RIVER MUNICIPAL UTILITIES						
101						
10-15-25 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	10/15/2025	6,744.19	101-4-1600-4389
101						
10-15-25 ERMU	2	ELECTRIC	Invoice	10/15/2025	64.00	101-4-2190-4389
101						
10-15-25 ERMU	3	WATER/ELECTRIC/SEWER	Invoice	10/15/2025	8,863.96	101-4-2190-4389
101						
10-15-25 ERMU	4	WATER/ELECTRIC/SEWER	Invoice	10/15/2025	1,416.58	101-4-2310-4389
101						
10-15-25 ERMU	5	ELECTRIC	Invoice	10/15/2025	78.83	101-4-2330-4389
101						
10-15-25 ERMU	6	ELECTRIC	Invoice	10/15/2025	57.30	101-4-3120-4389
101						
10-15-25 ERMU	7	ELECTRIC	Invoice	10/15/2025	32.61	101-4-3120-4389
101						
10-15-25 ERMU	8	WATER/ELECTRIC	Invoice	10/15/2025	4,952.75	101-4-5110-4389
101						
10-15-25 ERMU	9	ELECTRIC	Invoice	10/15/2025	720.19	101-4-5110-4389
101						
10-15-25 ERMU	10	WATER/SEWER	Invoice	10/15/2025	1,516.79	101-4-5110-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
211						
10-15-25 ERMU	11	WATER/ELECTRIC/SEWER	Invoice	10/15/2025	3,577.81	211-4-5600-4389
602						
10-15-25 ERMU	12	WATER/ELECTRIC	Invoice	10/15/2025	37,324.23	602-4-9020-4389
602						
10-15-25 ERMU	13	ELECTRIC	Invoice	10/15/2025	4,287.42	602-4-9050-4389
603						
10-15-25 ERMU	14	WATER/ELECTRIC/SEWER/STMWTR	Invoice	10/15/2025	3,272.29	603-4-9152-4389
221						
10-22-25 ERMU	1	WATER/ELECTRIC/SEWER/STMWTR	Invoice	10/22/2025	40,177.38	221-4-5400-4389
101						
10-22-25 ERMU	2	WATER/ELECTRIC/SEWER/STMWTR	Invoice	10/22/2025	4,491.79	101-4-3120-4389
101						
10-22-25 ERMU	3	WATER/ELECTRIC	Invoice	10/22/2025	5,816.70	101-4-5110-4389
602						
10-22-25 ERMU	4	ELECTRIC	Invoice	10/22/2025	1,261.42	602-4-9050-4389
101						
10-22-25 ERMU	5	ELECTRIC	Invoice	10/22/2025	328.48	101-4-2330-4389
101						
10-22-25 ERMU	6	ELECTRIC	Invoice	10/22/2025	64.00	101-4-2190-4389
101						
10-22-25 ERMU	7	ELECTRIC	Invoice	10/22/2025	42.01	101-4-5110-4389
Total 17700 ELK RIVER MUNICIPAL UTILITIES:					125,090.73	
FACTORY MOTOR PARTS CO						
101						
1-11193929	1	SUPPLIES	Invoice	10/22/2025	149.90	101-4-3150-4219
Total 18408 FACTORY MOTOR PARTS CO:					149.90	
FASTENAL COMPANY						
101						
MNELK144322	1	SUPPLIES - VENDING	Invoice	10/17/2025	289.30	101-4-3120-4219
101						
MNELK144322	2	SUPPLIES - VENDING	Invoice	10/17/2025	138.44	101-4-5110-4219
101						
MNELK144322	3	SUPPLIES - VENDING	Invoice	10/17/2025	45.22	101-4-3150-4219
101						
MNELK144423	1	SUPPLIES - VENDING	Invoice	10/24/2025	221.26	101-4-3120-4219
101						
MNELK144423	2	SUPPLIES - VENDING	Invoice	10/24/2025	231.50	101-4-5110-4219
Total 18453 FASTENAL COMPANY:					925.72	
FERRIS FAMILY FARM LLC						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	520.00	101-4-5230-4219
Total 13020 FERRIS FAMILY FARM LLC:					520.00	
FUTURE PLUS BATTERIES						
602						
P86338829	1	BATTERIES	Invoice	10/15/2025	192.95	602-4-9020-4219
101						
P86383786	1	BATTERIES FOR CROSS WALK SIGN	Invoice	10/17/2025	55.90	101-4-3120-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 11835 FUTURE PLUS BATTERIES:					248.85	
GERTENS						
101						
6996/11	1	SUPPLIES	Invoice	10/23/2025	98.45	101-4-3120-4219
Total 13257 GERTENS:					98.45	
GRAINGER						
101						
9671958198	1	SUPPLIES - COIL HOSE SPRAYER	Invoice	10/13/2025	664.57	101-4-1600-4219
101						
9675062799	1	SHOP TOOLS	Invoice	10/14/2025	219.00	101-4-3150-4219
101						
9675911003	1	PARTS #718	Invoice	10/15/2025	13.89	101-4-5110-4221
Total 20300 GRAINGER:					897.46	
GRANITE CITY JOBBING CO						
603						
487975	1	POP/MISC	Invoice	10/17/2025	856.62	603-4-9111-4255
603						
487975	2	FREIGHT	Invoice	10/17/2025	5.00	603-4-9111-4332
603						
487975	3	SUPPLIES	Invoice	10/17/2025	162.19	603-4-9112-4219
603						
487978	1	FREIGHT	Invoice	10/17/2025	5.00	603-4-9151-4332
603						
487978	2	POP/MISC	Invoice	10/17/2025	690.09	603-4-9151-4255
603						
487978	3	SUPPLIES	Invoice	10/17/2025	32.57	603-4-9152-4219
603						
488265	1	POP/MISC CREDIT	Invoice	10/24/2025	32.52-	603-4-9111-4255
603						
489278	1	POP/MISC	Invoice	10/24/2025	1,059.41	603-4-9111-4255
603						
489278	2	FREIGHT	Invoice	10/24/2025	5.00	603-4-9111-4332
603						
489278	3	SUPPLIES	Invoice	10/24/2025	69.66	603-4-9112-4219
603						
489289	1	POP/MISC	Invoice	10/24/2025	583.94	603-4-9151-4255
603						
489289	2	SUPPLIES	Invoice	10/24/2025	39.09	603-4-9152-4219
603						
489289	3	FREIGHT	Invoice	10/24/2025	5.00	603-4-9151-4332
Total 10654 GRANITE CITY JOBBING CO:					3,481.05	
GRAPHIC HOUSE INC						
296						
10145	1	FT CENTER MONUMENT SIGN	Invoice	10/14/2025	23,653.50	296-4-7000-4520
Total 13773 GRAPHIC HOUSE INC:					23,653.50	
GREAT NORTHERN WINDOW CLE						

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
221						
5128	1	WINDOW CLEANING-FTCENTER	Invoice	10/08/2025	1,274.00	221-4-5400-4401
Total 14704 GREAT NORTHERN WINDOW CLE:					1,274.00	
GREATER MN PARKS & TRAILS						
101						
10142025	1	ANNUAL MEETING - J BAAS	Invoice	10/14/2025	30.00	101-4-5110-4331
101						
10142025	2	ANNUAL MEETING - D LARSON	Invoice	10/14/2025	30.00	101-4-5210-4331
Total 52508 GREATER MN PARKS & TRAILS:					60.00	
HAWKINS, INC.						
602						
7226612	1	CHLORINE & SULFER DIOXIDE	Invoice	10/15/2025	120.00	602-4-9020-4219
Total 21053 HAWKINS, INC.:					120.00	
HAYDEN HAE						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	115.00	101-4-5230-4219
Total 15333 HAYDEN HAE:					115.00	
HEARTLAND BUSINESS SYSTEMS, LLC						
101						
835444-H	1	REMOTE ACCESS SOFTWARE	Invoice	10/20/2025	39.00	101-4-1350-4404
411						
837926-H	1	SUPPLIES - MOUNTING BRACKETS/	Invoice	10/23/2025	768.90	411-4-1350-4219
Total 14882 HEARTLAND BUSINESS SYSTEMS, LLC:					807.90	
HEARTLAND TIRE, INC.						
101						
9049599	1	TIRES #502	Invoice	10/21/2025	236.52	101-4-2410-4404
Total 14883 HEARTLAND TIRE, INC.:					236.52	
laR, LLC						
101						
INV12717	1	I AM RESPONDING SUBSC.	Invoice	10/14/2025	899.00	101-4-2310-4404
Total 52484 laR, LLC:					899.00	
ISTATE TRUCK INC						
101						
C244018789: 01	1	PARTS - #U0011	Invoice	10/27/2025	178.11	101-4-3150-4221
Total 22000 ISTATE TRUCK INC:					178.11	
JOHNSON BROS LIQUOR						
603						
154572	1	WINE CREDIT	Invoice	10/16/2025	120.00-	603-4-9111-4253
603						
154572	2	FREIGHT CREDIT	Invoice	10/16/2025	1.74-	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
154790	1	WINE CREDIT	Invoice	10/17/2025	16.97-	603-4-9111-4253
603						
155494	1	LIQUOR CREDIT	Invoice	10/23/2025	31.26-	603-4-9111-4251
603						
155496	1	LIQUOR CREDIT	Invoice	10/23/2025	13.50-	603-4-9111-4251
603						
155497	1	LIQUOR CREDIT	Invoice	10/23/2025	8.18-	603-4-9111-4251
603						
2901787	1	LIQUOR	Invoice	10/15/2025	1,975.60	603-4-9111-4251
603						
2901787	2	FREIGHT	Invoice	10/15/2025	35.38	603-4-9111-4332
603						
2901788	1	WINE	Invoice	10/15/2025	1,357.33	603-4-9111-4253
603						
2901788	2	FREIGHT	Invoice	10/15/2025	36.69	603-4-9111-4332
603						
2901789	1	POP/MISC	Invoice	10/15/2025	16.00	603-4-9111-4255
603						
2901789	2	FREIGHT	Invoice	10/15/2025	1.74	603-4-9111-4332
603						
2901790	1	THC PRODUCTS	Invoice	10/15/2025	578.70	603-4-9111-4256
603						
2901791	1	LIQUOR	Invoice	10/15/2025	315.00	603-4-9151-4251
603						
2901791	2	FREIGHT	Invoice	10/15/2025	1.74	603-4-9151-4332
603						
2901793	1	LIQUOR	Invoice	10/15/2025	2,219.50	603-4-9111-4251
603						
2901793	2	FREIGHT	Invoice	10/15/2025	27.84	603-4-9111-4332
603						
2901794	1	LIQUOR	Invoice	10/15/2025	135.00	603-4-9111-4251
603						
2901794	2	FREIGHT	Invoice	10/15/2025	1.74	603-4-9111-4332
603						
2901795	1	LIQUOR	Invoice	10/15/2025	1,243.60	603-4-9151-4251
603						
2901795	2	FREIGHT	Invoice	10/15/2025	11.02	603-4-9151-4332
603						
2901796	1	WINE	Invoice	10/15/2025	319.29	603-4-9151-4253
603						
2901796	2	FREIGHT	Invoice	10/15/2025	10.44	603-4-9151-4332
603						
2901797	1	LIQUOR	Invoice	10/15/2025	2,174.50	603-4-9151-4251
603						
2901797	2	FREIGHT	Invoice	10/15/2025	29.58	603-4-9151-4332
603						
2906637	1	LIQUOR	Invoice	10/22/2025	16,441.55	603-4-9111-4251
603						
2906637	2	FREIGHT	Invoice	10/22/2025	179.80	603-4-9111-4332
603						
2906638	1	WINE	Invoice	10/22/2025	3,893.20	603-4-9111-4253
603						
2906638	2	FREIGHT	Invoice	10/22/2025	106.14	603-4-9111-4332
603						
2906639	1	POP/MISC	Invoice	10/22/2025	291.85	603-4-9111-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2906639	2	FREIGHT	Invoice	10/22/2025	8.70	603-4-9111-4332
603						
2906640	1	THC PRODUCTS	Invoice	10/22/2025	68.31	603-4-9111-4256
603						
2906641	1	FREIGHT	Invoice	10/22/2025	6.96	603-4-9151-4332
603						
2906642	1	FREIGHT	Invoice	10/22/2025	.29	603-4-9151-4332
603						
2906643	1	LIQUOR	Invoice	10/22/2025	4,809.50	603-4-9111-4251
603						
2906643	2	FREIGHT	Invoice	10/22/2025	43.50	603-4-9111-4332
603						
2906644	1	LIQUOR	Invoice	10/22/2025	4,944.00	603-4-9151-4251
603						
2906644	2	FREIGHT	Invoice	10/22/2025	48.72	603-4-9151-4332
603						
2906645	1	LIQUOR	Invoice	10/22/2025	310.00	603-4-9151-4251
603						
2906645	2	WINE	Invoice	10/22/2025	232.00	603-4-9151-4253
603						
2906645	3	FREIGHT	Invoice	10/22/2025	19.14	603-4-9151-4332
603						
2906646	1	LIQUOR	Invoice	10/22/2025	8,852.73	603-4-9151-4251
603						
2906646	2	FREIGHT	Invoice	10/22/2025	111.36	603-4-9151-4332
Total 22775 JOHNSON BROS LIQUOR:					50,666.79	
JON A POJAR						
221						
93125	1	BEVERAGE SALES - SEP	Invoice	10/24/2025	380.00	221-4-5430-4440
Total 52263 JON A POJAR:					380.00	
JONATHAN FISHER						
290						
2560	1	MOWING - 17727 CLEVELAND ST	Invoice	09/08/2025	525.00	290-4-1210-4409
Total 52261 JONATHAN FISHER:					525.00	
KELLI SEIDENKRANZ						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	193.00	101-4-5230-4219
Total 52475 KELLI SEIDENKRANZ:					193.00	
KYRON CHRISTOPHERSON						
101						
10232025	1	SOUND BATHING INSTRUCTOR-10/1	Invoice	10/23/2025	170.00	101-4-5220-4409
Total 52369 KYRON CHRISTOPHERSON:					170.00	
LAKE STATE RECYCLING INC						
603						
SR3034	1	CARDBOARD RECYCLING-WB	Invoice	10/17/2025	150.00	603-4-9152-4389

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 13119 LAKE STATE RECYCLING INC:					150.00	
LEAGUE OF MN CITIES INS TRUST						
291						
CA467390	1	CLAIM #CA467390	Invoice	10/15/2025	2,459.26	291-4-7000-4361
Total 23805 LEAGUE OF MN CITIES INS TRUST:					2,459.26	
LITTLE FALLS MACHINE INC						
101						
374399	1	PARTS-PLOW TRUCKS	Invoice	10/15/2025	2,232.59	101-4-3120-4221
Total 24000 LITTLE FALLS MACHINE INC:					2,232.59	
LY LEE VUE						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	773.00	101-4-5230-4219
Total 13007 LY LEE VUE:					773.00	
MACQUEEN EQUIPMENT, LLC						
602						
P67979	1	SUPPLIES - ROVVER X CRAWLER W	Invoice	10/13/2025	2,753.93	602-4-9020-4219
Total 24575 MACQUEEN EQUIPMENT, LLC:					2,753.93	
MAIN STREET FAMILY SERVICES						
245						
11-03-2025 MSFS	1	SAHA ALLOCATION	Invoice	11/03/2025	10,000.00	245-4-6100-4440
Total 52505 MAIN STREET FAMILY SERVICES:					10,000.00	
MANSFIELD OIL CO						
101						
27051792	1	UNLEADED FUEL	Invoice	10/13/2025	18,257.23	101-4-3120-4212
Total 12310 MANSFIELD OIL CO:					18,257.23	
MARCO HOLDINGS LLC						
101						
INV14473356	1	OFFICE 365 LICENSES	Invoice	10/24/2025	5,914.66	101-4-1350-4404
101						
INV14475935	1	INK REFILL	Invoice	10/25/2025	827.56	101-4-1120-4226
Total 24714 MARCO HOLDINGS LLC:					6,742.22	
MATTHEW J OXFORD						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	119.00	101-4-5230-4219
Total 15097 MATTHEW J OXFORD:					119.00	
MAVERICK BEVERAGE CO MN LLC						
603						
INV1683996	1	LIQUOR	Invoice	10/23/2025	795.00	603-4-9151-4251

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
INV1683996	2	WINE	Invoice	10/23/2025	450.39	603-4-9151-4253
603						
INV1683996	3	FREIGHT	Invoice	10/23/2025	21.00	603-4-9151-4332
603						
INV1683999	1	LIQUOR	Invoice	10/23/2025	795.00	603-4-9111-4251
603						
INV1683999	2	WINE	Invoice	10/23/2025	271.92	603-4-9111-4253
603						
INV1683999	3	FREIGHT	Invoice	10/23/2025	17.50	603-4-9111-4332
Total 14588 MAVERICK BEVERAGE CO MN LLC:					2,350.81	
METRO PRODUCTS LLC						
101						
188839	1	SUPPLIES	Invoice	10/22/2025	90.86	101-4-3120-4219
101						
188839	2	SUPPLIES	Invoice	10/22/2025	90.86	101-4-3150-4219
101						
188839	3	SUPPLIES	Invoice	10/22/2025	90.86	101-4-5110-4219
101						
188841	1	SUPPLIES	Invoice	10/22/2025	371.65	101-4-3120-4219
101						
188841	2	SUPPLIES	Invoice	10/22/2025	371.66	101-4-3150-4219
101						
188841	3	SUPPLIES	Invoice	10/22/2025	371.66	101-4-5110-4219
Total 52382 METRO PRODUCTS LLC:					1,387.55	
MICHELLE HIGGINS						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	225.00	101-4-5230-4219
Total 14740 MICHELLE HIGGINS:					225.00	
MOLLY DROSSEL						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	70.00	101-4-5230-4219
Total 15065 MOLLY DROSSEL:					70.00	
NAPA OF ELK RIVER, LLC						
101						
313316	1	SUPPLIES	Invoice	10/14/2025	11.79	101-4-1600-4219
101						
313648	1	PARTS	Invoice	10/16/2025	168.30	101-4-3120-4221
101						
313649	1	PARTS	Invoice	10/16/2025	123.20	101-4-3120-4221
101						
315129	1	PARTS #752	Invoice	10/28/2025	125.56	101-4-5110-4221
Total 52338 NAPA OF ELK RIVER, LLC:					428.85	
NATHAN HUNTER						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	157.00	101-4-5230-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52469 NATHAN HUNTER:					157.00	
NEMECEK GROUP, LLC						
221						
INV-39208	1	NAMING RIGHTS GRAPHICS	Invoice	10/14/2025	546.52	221-4-5400-4219
Total 14463 NEMECEK GROUP, LLC:					546.52	
NORTHDALE CONSTRUCTION CO						
406						
PAY APP 8 - FINAL	1	ROLLING HILLS SEWER EXT-FINAL	Invoice	09/29/2025	15,802.90	406-4-8040-4530
Total 28269 NORTHDALE CONSTRUCTION CO:					15,802.90	
PAUSTIS WINE COMPANY						
603						
278521	1	WINE	Invoice	10/23/2025	2,192.00	603-4-9111-4253
603						
278521	2	FREIGHT	Invoice	10/23/2025	36.00	603-4-9111-4332
603						
278525	1	WINE	Invoice	10/23/2025	242.00	603-4-9151-4253
603						
278525	2	FREIGHT	Invoice	10/23/2025	10.00	603-4-9151-4332
Total 29251 PAUSTIS WINE COMPANY:					2,480.00	
PERFORMANCE FOOD GROUP INC						
221						
734226	1	CONCESSIONS/CATERING FOOD	Invoice	10/13/2025	751.78	221-4-5430-4259
221						
735609	1	CONCESSIONS/CATERING FOOD	Invoice	10/14/2025	59.36	221-4-5430-4259
Total 52463 PERFORMANCE FOOD GROUP INC:					811.14	
PHILLIPS WINE & SPIRITS CO						
603						
5061893	1	LIQUOR	Invoice	10/15/2025	292.50	603-4-9111-4251
603						
5061893	2	FREIGHT	Invoice	10/15/2025	1.74	603-4-9111-4332
603						
5063759	1	LIQUOR	Invoice	10/17/2025	292.50	603-4-9151-4251
603						
5063759	2	FREIGHT	Invoice	10/17/2025	1.74	603-4-9151-4332
603						
5063760	1	LIQUOR	Invoice	10/17/2025	1,925.48	603-4-9111-4251
603						
5063760	2	FREIGHT	Invoice	10/17/2025	34.22	603-4-9111-4332
603						
5063761	1	WINE	Invoice	10/17/2025	727.00	603-4-9111-4253
603						
5063761	2	FREIGHT	Invoice	10/17/2025	27.84	603-4-9111-4332
603						
5063762	1	POP/MISC	Invoice	10/17/2025	76.50	603-4-9111-4255
603						
5063762	2	FREIGHT	Invoice	10/17/2025	1.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
5063763	1	THC PRODUCTS	Invoice	10/17/2025	166.10	603-4-9111-4256
603						
5063764	1	LIQUOR	Invoice	10/17/2025	2,944.44	603-4-9151-4251
603						
5063764	2	FREIGHT	Invoice	10/17/2025	36.83	603-4-9151-4332
603						
5063765	1	WINE	Invoice	10/17/2025	258.50	603-4-9151-4253
603						
5063765	2	FREIGHT	Invoice	10/17/2025	12.18	603-4-9151-4332
603						
5065518	1	LIQUOR	Invoice	10/22/2025	2,510.45	603-4-9111-4251
603						
5065518	2	FREIGHT	Invoice	10/22/2025	31.32	603-4-9111-4332
603						
5065519	1	WINE	Invoice	10/22/2025	1,980.40	603-4-9111-4253
603						
5065519	2	FREIGHT	Invoice	10/22/2025	64.67	603-4-9111-4332
603						
5065520	1	POP/MISC	Invoice	10/22/2025	41.50	603-4-9111-4255
603						
5065520	2	FREIGHT	Invoice	10/22/2025	.50	603-4-9111-4332
603						
5067544	1	WINE	Invoice	10/24/2025	141.25	603-4-9151-4253
603						
5067544	2	FREIGHT	Invoice	10/24/2025	8.70	603-4-9151-4332
603						
5067545	1	LIQUOR	Invoice	10/24/2025	356.60	603-4-9151-4251
603						
5067545	2	FREIGHT	Invoice	10/24/2025	5.22	603-4-9151-4332
603						
5067546	1	WINE	Invoice	10/24/2025	468.00	603-4-9151-4253
603						
5067546	2	FREIGHT	Invoice	10/24/2025	17.40	603-4-9151-4332
221						
5067628	1	POP/MISC	Invoice	10/23/2025	285.00	221-4-5430-4259
Total 29665 PHILLIPS WINE & SPIRITS CO:					12,709.58	
PLAISTED COMPANIES INC						
101						
89912	1	SUPPLIES-BLACK DIRT	Invoice	10/17/2025	1,737.00	101-4-3120-4219
101						
98604	1	SUPPLIES	Invoice	10/27/2025	1,189.09	101-4-5110-4219
Total 29845 PLAISTED COMPANIES INC:					2,926.09	
QUALITY FLOW SYSTEMS INC						
602						
49883	1	KSB MIXER REPAIR	Invoice	10/15/2025	5,329.86	602-4-9020-4404
Total 30500 QUALITY FLOW SYSTEMS INC:					5,329.86	
RENAE BRAUN						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	146.00	101-4-5230-4219

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 52468 RENAE BRAUN:					146.00	
RUM RIVER TREE FARM & NURSERY						
101 25-1735	1	SUPPLIES - TREES	Invoice	10/28/2025	479.70	101-4-5110-4219
Total 31386 RUM RIVER TREE FARM & NURSERY:					479.70	
SERVICE LIGHTING & ELECTRICAL SUPPLIES						
101 INV1036659	1	BULBS	Invoice	10/22/2025	31.06	101-4-1600-4219
101 INV1036721	1	BULBS	Invoice	10/22/2025	133.98	101-4-2190-4219
Total 13973 SERVICE LIGHTING & ELECTRICAL SUPPLIES:					165.04	
SNAP-ON INDUSTRIAL						
101 ARV/66066940	1	SHOP TOOLS	Invoice	10/13/2025	132.41	101-4-3150-4219
Total 32650 SNAP-ON INDUSTRIAL:					132.41	
SOUTHERN GLAZER'S WINE & SPIRITS OF MN						
603 2681341	1	LIQUOR	Invoice	10/16/2025	3,759.97	603-4-9151-4251
603 2681341	2	FREIGHT	Invoice	10/16/2025	39.79	603-4-9151-4332
603 2681342	1	WINE	Invoice	10/16/2025	900.08	603-4-9151-4253
603 2681342	2	FREIGHT	Invoice	10/16/2025	14.51	603-4-9151-4332
603 2683979	1	LIQUOR	Invoice	10/23/2025	3,753.83	603-4-9151-4251
603 2683979	2	FREIGHT	Invoice	10/23/2025	51.20	603-4-9151-4332
603 2683980	1	WINE	Invoice	10/23/2025	509.48	603-4-9151-4253
603 2683980	2	FREIGHT	Invoice	10/23/2025	11.52	603-4-9151-4332
Total 8000 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					9,040.38	
603 2681338	1	LIQUOR	Invoice	10/16/2025	6,287.79	603-4-9111-4251
603 2681338	2	FREIGHT	Invoice	10/16/2025	61.41	603-4-9111-4332
603 2681339	1	WINE	Invoice	10/16/2025	120.00	603-4-9111-4253
603 2681339	2	FREIGHT	Invoice	10/16/2025	1.46	603-4-9111-4332
603 2681340	1	WINE	Invoice	10/16/2025	1,622.78	603-4-9111-4253
603 2681340	2	FREIGHT	Invoice	10/16/2025	35.21	603-4-9111-4332
603 2683976	1	FREIGHT	Invoice	10/23/2025	2.50	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
2683977	1	LIQUOR	Invoice	10/23/2025	5,139.75	603-4-9111-4251
603						
2683977	2	FREIGHT	Invoice	10/23/2025	47.60	603-4-9111-4332
603						
2683978	1	WINE	Invoice	10/23/2025	4,168.68	603-4-9111-4253
603						
2683978	2	FREIGHT	Invoice	10/23/2025	53.85	603-4-9111-4332
Total 11314 SOUTHERN GLAZER'S WINE & SPIRITS OF MN:					17,541.03	
SPEEDCUTTERS OUTDOOR MAINT LLC						
101						
30198	1	MOWING & FERTILIZER - RIVERS ED	Invoice	10/15/2025	404.47	101-4-5110-4409
101						
30198	2	MOWING & FERTILIZER - FIRE STATI	Invoice	10/15/2025	244.86	101-4-2310-4401
101						
30198	3	MOWING & FERTILIZER - PUBLIC SA	Invoice	10/15/2025	760.88	101-4-2190-4401
101						
30198	4	MOWING & FERTILIZER - PUBLIC W	Invoice	10/15/2025	1,544.16	101-4-5110-4409
101						
30198	5	MOWING & FERTILIZER - FIRE STATI	Invoice	10/15/2025	759.35	101-4-2310-4401
101						
30198	6	MOWING & FERTILIZER - CITY HALL	Invoice	10/15/2025	589.94	101-4-1600-4401
101						
30198	7	MOWING & FERTILIZER - JACKSON	Invoice	10/15/2025	244.86	101-4-1600-4401
211						
30198	8	MOWING & FERTILIZER - LIBRARY	Invoice	10/15/2025	654.57	211-4-5600-4409
603						
30207	1	MOWING & FERTILIZER - OCT	Invoice	10/15/2025	565.08	603-4-9152-4404
603						
30207	2	MOWING & FERTILIZER - OCT	Invoice	10/15/2025	576.02	603-4-9112-4404
Total 11661 SPEEDCUTTERS OUTDOOR MAINT LLC:					6,344.19	
STEVE TRYGGESETH						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	135.00	101-4-5230-4219
Total 14216 STEVE TRYGGESETH:					135.00	
STREICHER'S INC						
101						
I1788579	1	UNIFORMS - KUHNLY	Invoice	10/13/2025	115.97	101-4-2110-4217
101						
I1789060	1	UNIFORMS - MCKERNAN	Invoice	10/15/2025	61.98	101-4-2110-4217
101						
I1790633	1	UNIFORMS - BALABON	Invoice	10/24/2025	24.99	101-4-2130-4217
Total 52346 STREICHER'S INC:					202.94	
STZR HOLDINGS LLC						
221						
91105-IN	1	NEW MICRO SWITCH FOR ZAMBONI	Invoice	10/13/2025	40.40	221-4-5400-4219
Total 52433 STZR HOLDINGS LLC:					40.40	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
SUMMER LAKES BEVERAGE LLC						
603						
11046	1	POP/MISC	Invoice	10/26/2025	511.50	603-4-9111-4255
Total 14779 SUMMER LAKES BEVERAGE LLC:					511.50	
SUPERIOR CAPITAL HOLDINGS						
101						
2510542	1	REPAIR MOTOROLA RADIO	Invoice	10/14/2025	146.00	101-4-2120-4404
Total 15211 SUPERIOR CAPITAL HOLDINGS:					146.00	
SUSAN D COLLINS						
101						
10202025	1	INSTRUCTOR FEE 10-30-25	Invoice	10/20/2025	192.00	101-4-5510-4409
Total 15209 SUSAN D COLLINS:					192.00	
SUSAN MONTAGUE						
101						
102825	1	OCT FITNESS CLASSES	Invoice	10/28/2025	120.00	101-4-5510-4409
Total 14562 SUSAN MONTAGUE:					120.00	
SVIHEL VEGETABLE FARM						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	1,398.00	101-4-5230-4219
Total 13929 SVIHEL VEGETABLE FARM:					1,398.00	
SYDNEY BIELAWSKI						
101						
10-9-25 FM	1	FARMERS MARKET SEP/OCT	Invoice	10/09/2025	25.00	101-4-5230-4219
Total 52476 SYDNEY BIELAWSKI:					25.00	
SYMBOL ARTS						
101						
544951	1	BADGES	Invoice	10/06/2025	55.00	101-4-2110-4219
Total 33601 SYMBOL ARTS:					55.00	
SYSCO MINNESOTA INC						
221						
647211829	1	CONCESSIONS SUPPLIES	Invoice	10/23/2025	191.71	221-4-5430-4219
221						
647211829	2	CATERING/CONCESSIONS FOOD	Invoice	10/23/2025	1,934.47	221-4-5430-4259
Total 12551 SYSCO MINNESOTA INC:					2,126.18	
TAYLOR GRAPHENTEN						
101						
10-9-25 FM	1	FARMERS MARKET AUG-OCT	Invoice	10/09/2025	10.00	101-4-5230-4219
Total 52415 TAYLOR GRAPHENTEN:					10.00	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
THE WINE COMPANY						
603						
314535	1	LIQUOR	Invoice	10/17/2025	588.00	603-4-9151-4251
603						
314535	2	WINE	Invoice	10/17/2025	92.00	603-4-9151-4253
603						
314535	3	FREIGHT	Invoice	10/17/2025	17.00	603-4-9151-4332
Total 36423 THE WINE COMPANY:					697.00	
TOFT'S OUTDOOR SUPPLY LLC						
290						
8665	1	MULCH GRINDING - OCT	Invoice	10/21/2025	17,859.21	290-4-9220-4409
Total 15214 TOFT'S OUTDOOR SUPPLY LLC:					17,859.21	
TOWMASTER						
410						
90002691	1	INSTALL TRUCK BODY #242	Invoice	10/24/2025	37,607.00	410-4-3120-4560
Total 10237 TOWMASTER:					37,607.00	
TRUE BRANDS						
603						
1653339	1	POP/MISC	Invoice	10/23/2025	217.34	603-4-9151-4255
Total 12840 TRUE BRANDS:					217.34	
TWIN CITY GARAGE DOOR-GARAGE DOOR STORE						
101						
433383358	1	GARAGE DOOR REPAIR-SALLY POR	Invoice	10/14/2025	2,435.00	101-4-2190-4401
Total 34925 TWIN CITY GARAGE DOOR-GARAGE DOOR STORE:					2,435.00	
UKG INC.						
101						
101100077366	1	SEPT OVERAGE FEES	Invoice	10/16/2025	3,863.81	101-4-1220-4404
Total 12920 UKG INC.:					3,863.81	
VESTIS GROUP INC						
221						
2500809916	1	CONCESSIONS - MOPS/LINENS	Invoice	10/16/2025	22.86	221-4-5430-4219
221						
2500809917	1	LOBBY RUGS	Invoice	10/16/2025	23.31	221-4-5400-4219
221						
2500815924	1	CONCESSIONS - MOPS/LINENS	Invoice	10/23/2025	22.86	221-4-5430-4219
Total 52462 VESTIS GROUP INC:					69.03	
VIKING COCA-COLA CO						
603						
3733854	1	POP/MISC CREDIT	Invoice	10/14/2025	160.00-	603-4-9111-4255
603						
3791415	1	POP/MISC	Invoice	10/16/2025	247.60	603-4-9111-4255
603						
3791429	1	POP/MISC	Invoice	10/20/2025	299.00	603-4-9151-4255

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
603						
3791430	1	POP/MISC CREDIT	Invoice	10/20/2025	12.60-	603-4-9151-4255
603						
3791496	1	POP	Invoice	10/24/2025	765.90	603-4-9111-4255
Total 35725 VIKING COCA-COLA CO:					1,139.90	
VINOCOPIA						
603						
383408-IN	1	LIQUOR	Invoice	10/23/2025	112.75	603-4-9111-4251
603						
383408-IN	2	FREIGHT	Invoice	10/23/2025	5.00	603-4-9111-4332
603						
383409-IN	1	LIQUOR	Invoice	10/23/2025	627.50	603-4-9111-4251
603						
383409-IN	2	FREIGHT	Invoice	10/23/2025	41.25	603-4-9111-4332
603						
383409-IN	3	WINE	Invoice	10/23/2025	2,736.00	603-4-9111-4253
Total 35763 VINOCOPIA:					3,522.50	
WASTE MANAGEMENT CORP SVCS						
605						
50071-1706-1	1	GARBAGE TIPPING FEES 10/1-10/15/	Invoice	10/16/2025	32,399.36	605-4-9210-4384
Total 36033 WASTE MANAGEMENT CORP SVCS:					32,399.36	
WEBB & GERRITSEN MN LLC						
221						
153447	1	CONCESSIONS - CANDY	Invoice	10/24/2025	269.88	221-4-5430-4259
Total 15138 WEBB & GERRITSEN MN LLC:					269.88	
WINE MERCHANTS						
603						
7538032	1	WINE	Invoice	10/15/2025	596.00	603-4-9151-4253
603						
7538032	2	FREIGHT	Invoice	10/15/2025	8.70	603-4-9151-4332
603						
7538862	1	WINE	Invoice	10/22/2025	152.00	603-4-9111-4253
603						
7538862	2	FREIGHT	Invoice	10/22/2025	1.74	603-4-9111-4332
603						
760492	1	WINE/CREDIT	Invoice	09/23/2025	58.74-	603-4-9151-4253
603						
760492	2	FREIGHT CREDIT	Invoice	09/23/2025	.44-	603-4-9151-4332
Total 36425 WINE MERCHANTS:					699.26	
WINEBOW						
603						
MN00173850	1	LIQUOR	Invoice	10/17/2025	201.00	603-4-9111-4251
603						
MN00173850	2	WINE	Invoice	10/17/2025	831.00	603-4-9111-4253
603						
MN00173850	3	FREIGHT	Invoice	10/17/2025	14.00	603-4-9111-4332

Invoice Number	Sequence Number	Description	Type	Invoice Date	Invoice Amount	GL Account Number
Total 14002 WINEBOW:					1,046.00	
ZEP SALES & SERVICE						
101						
9011912703	1	PARTS	Invoice	10/14/2025	135.86	101-4-3150-4219
101						
9011923385	1	WASHBAY SUPPLIES	Invoice	10/24/2025	398.39	101-4-3120-4219
Total 36825 ZEP SALES & SERVICE:					534.25	
ZIEGLER INC						
101						
SI000712771	1	OUTSIDE LABOR #700	Invoice	10/21/2025	324.17	101-4-5110-4404
Total 36900 ZIEGLER INC:					324.17	
Total :					692,693.01	
Grand Totals:					692,693.01	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-1120-4201	12.78	.00	12.78
101-4-1120-4226	827.56	.00	827.56
101-4-1210-4201	18.99	.00	18.99
101-4-1210-4321	90.00	.00	90.00
101-4-1220-4201	267.94	.00	267.94
101-4-1220-4404	3,863.81	.00	3,863.81
101-4-1310-4201	45.47	.00	45.47
101-4-1310-4433	349.00	.00	349.00
101-4-1350-4219	397.69	.00	397.69
101-4-1350-4404	5,953.66	.00	5,953.66
101-4-1510-4359	713.80	.00	713.80
101-4-1600-4219	988.49	.00	988.49
101-4-1600-4389	6,744.19	.00	6,744.19
101-4-1600-4401	959.80	.00	959.80
101-4-2110-4217	177.95	.00	177.95
101-4-2110-4219	55.00	.00	55.00
101-4-2120-4221	144.99	.00	144.99
101-4-2120-4404	146.00	.00	146.00
101-4-2130-4217	24.99	.00	24.99
101-4-2130-4219	192.46	.00	192.46
101-4-2130-4331	148.01	.00	148.01
101-4-2190-4219	461.74	.00	461.74
101-4-2190-4389	8,991.96	.00	8,991.96
101-4-2190-4401	3,325.88	.00	3,325.88
101-4-2310-4219	593.34	.00	593.34
101-4-2310-4389	1,416.58	.00	1,416.58
101-4-2310-4401	1,056.71	.00	1,056.71
101-4-2310-4404	899.00	.00	899.00
101-4-2320-4217	566.02	.00	566.02

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
101-4-2320-4219	63.96	.00	63.96
101-4-2330-4389	407.31	.00	407.31
101-4-2410-4404	236.52	.00	236.52
101-4-3120-4201	133.70	.00	133.70
101-4-3120-4212	18,257.23	.00	18,257.23
101-4-3120-4219	3,316.73	.00	3,316.73
101-4-3120-4221	2,524.09	.00	2,524.09
101-4-3120-4389	4,581.70	.00	4,581.70
101-4-3130-4219	1,800.93	.00	1,800.93
101-4-3150-4212	1,833.48	.00	1,833.48
101-4-3150-4219	1,638.06	.00	1,638.06
101-4-3150-4221	178.11	.00	178.11
101-4-5110-4212	272.49	.00	272.49
101-4-5110-4219	2,501.25	.00	2,501.25
101-4-5110-4221	1,416.70	.00	1,416.70
101-4-5110-4331	30.00	.00	30.00
101-4-5110-4389	13,048.44	.00	13,048.44
101-4-5110-4404	324.17	.00	324.17
101-4-5110-4409	2,220.88	.00	2,220.88
101-4-5210-4331	30.00	.00	30.00
101-4-5220-4219	184.97	.00	184.97
101-4-5220-4409	170.00	.00	170.00
101-4-5230-4219	10,256.74	.00	10,256.74
101-4-5230-4409	2,000.00	.00	2,000.00
101-4-5510-4219	353.47	.00	353.47
101-4-5510-4409	2,562.00	.00	2,562.00
211-4-5600-4219	149.48	.00	149.48
211-4-5600-4389	3,577.81	.00	3,577.81
211-4-5600-4401	82.50	.00	82.50
211-4-5600-4409	654.57	.00	654.57
221-4-5400-4219	1,623.63	.00	1,623.63
221-4-5400-4259	208.72	.00	208.72
221-4-5400-4389	40,177.38	.00	40,177.38
221-4-5400-4401	1,399.00	.00	1,399.00
221-4-5400-4530	11,105.87	.00	11,105.87
221-4-5430-4219	542.24	.00	542.24
221-4-5430-4251	391.80	.00	391.80
221-4-5430-4252	1,414.25	.00	1,414.25
221-4-5430-4259	4,456.86	.00	4,456.86
221-4-5430-4440	380.00	.00	380.00
225-4-5110-4409	750.00	.00	750.00
225-4-8546-4303	10,569.00	.00	10,569.00
245-4-6100-4440	10,000.00	.00	10,000.00
290-4-1210-4409	525.00	.00	525.00
290-4-2350-4219	112.61	.00	112.61
290-4-9220-4409	17,859.21	.00	17,859.21
291-4-7000-4361	2,459.26	.00	2,459.26
296-4-7000-4520	23,653.50	.00	23,653.50
401-4-8080-4303	1,115.00	.00	1,115.00
401-4-8080-4530	319.46	.00	319.46
403-4-8440-4303	36,991.00	.00	36,991.00
403-4-8450-4303	20,073.50	.00	20,073.50
406-4-8040-4303	752.50	.00	752.50
406-4-8040-4530	15,802.90	.00	15,802.90
406-4-8050-4303	4,324.50	.00	4,324.50

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
410-4-3120-4560	37,607.00	.00	37,607.00
411-4-1350-4219	768.90	.00	768.90
602-4-9010-4321	165.80	.00	165.80
602-4-9020-4219	4,895.33	.00	4,895.33
602-4-9020-4389	37,324.23	.00	37,324.23
602-4-9020-4404	5,329.86	.00	5,329.86
602-4-9020-4417	318.21	.00	318.21
602-4-9050-4389	5,548.84	.00	5,548.84
603-4-9111-4251	54,683.83	89.29-	54,594.54
603-4-9111-4252	93,108.41	652.28-	92,456.13
603-4-9111-4253	21,212.31	136.97-	21,075.34
603-4-9111-4255	4,789.82	192.52-	4,597.30
603-4-9111-4256	3,808.91	106.50-	3,702.41
603-4-9111-4332	1,103.53	1.80-	1,101.73
603-4-9112-4219	231.85	.00	231.85
603-4-9112-4349	6.36	.00	6.36
603-4-9112-4404	744.83	.00	744.83
603-4-9151-4251	32,378.99	384.00-	31,994.99
603-4-9151-4252	24,607.93	415.39-	24,192.54
603-4-9151-4253	4,384.99	58.74-	4,326.25
603-4-9151-4255	2,186.63	25.72-	2,160.91
603-4-9151-4256	1,183.80	45.00-	1,138.80
603-4-9151-4332	540.59	.44-	540.15
603-4-9152-4219	71.66	.00	71.66
603-4-9152-4349	6.37	.00	6.37
603-4-9152-4389	3,422.29	.00	3,422.29
603-4-9152-4404	722.74	.00	722.74
605-4-9210-4384	32,399.36	.00	32,399.36
Grand Totals:	694,801.66	2,108.65-	692,693.01

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	694,801.66	2,108.65-	692,693.01
Grand Totals:	694,801.66	2,108.65-	692,693.01

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131044										
10/25	10/27/2025	131044	10749	ASPEN MILLS	362738	101-4-2120-4217	.00	44.00	44.00	1
Total 131044:							.00	44.00		
131045										
10/25	10/27/2025	131045	11710	BECKER POLICE DEPT	10-2025 TZD	101-4-2120-4440	.00	2,507.30	2,507.30	1
Total 131045:							.00	2,507.30		
131046										
10/25	10/27/2025	131046	12175	BIG LAKE POLICE DEPT	10-2025 TZD	101-4-2120-4440	.00	2,776.50	2,776.50	1
Total 131046:							.00	2,776.50		
131047										
10/25	10/27/2025	131047	14918	BLUE TO GOLD LLC	BTG-ERM-145	101-4-2120-4331	.00	250.00	250.00	1
Total 131047:							.00	250.00		
131048										
10/25	10/27/2025	131048	27050	CITY OF MONTICELLO	43728	101-4-2150-4409	.00	832.00	832.00	1
Total 131048:							.00	832.00		
131049										
10/25	10/27/2025	131049	20525	GREENSCAPE COMPANIES, INC	28248	221-4-5400-4401	.00	250.00	250.00	1
Total 131049:							.00	250.00		
131050										
10/25	10/27/2025	131050	23929	LENNAR CORPORATION	10.24.2025	821-2200	.00	32,000.00	32,000.00	1
Total 131050:							.00	32,000.00		
131051										
10/25	10/27/2025	131051	11711	FLEETPRIDE	129336576	101-4-3150-4219	.00	189.59	189.59	1
10/25	10/27/2025	131051	11711	FLEETPRIDE	129336617	101-4-3150-4219	.00	48.48	48.48	1
10/25	10/27/2025	131051	11711	FLEETPRIDE	129594932	101-4-3150-4219	.00	115.78	115.78	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 131051:							.00		353.85	
131052										
10/25	10/27/2025	131052	21600	HOME DEPOT CREDIT SERVICES	6522159	101-4-1600-4219	.00	63.68	63.68	1
Total 131052:							.00		63.68	
131053										
10/25	10/27/2025	131053	23555	LANGUAGE LINE SERVICES	11727150	101-4-2110-4319	.00	51.94	51.94	1
Total 131053:							.00		51.94	
131054										
10/25	10/27/2025	131054	11446	MARSHES OF TROTT BROOK HOA	96681327	101-3-0000-3472	.00	100.00	100.00	1
Total 131054:							.00		100.00	
131055										
10/25	10/27/2025	131055	52500	MISKE MEADOWS HOA	96650616	101-3-0000-3475	.00	100.00	100.00	1
Total 131055:							.00		100.00	
131056										
10/25	10/27/2025	131056	14954	OFFICE OF MNIT SERVICES	DV25090456	101-4-1350-4404	.00	202.00	202.00	1
Total 131056:							.00		202.00	
131057										
10/25	10/27/2025	131057	32240	SHERBURNE CO SHERIFF'S OFFICE	10-2025 TZD	101-4-2120-4440	.00	5,413.85	5,413.85	1
Total 131057:							.00		5,413.85	
131058										
10/25	10/27/2025	131058	12551	SYSCO MINNESOTA INC	647198849	221-4-5430-4259	.00	1,323.67	1,323.67	1
Total 131058:							.00		1,323.67	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
131059										
10/25	10/27/2025	131059	13946	T-MOBILE	965639928 10	603-4-9152-4321	.00	967.71	967.71	1
Total 131059:							.00	967.71		
131060										
10/25	10/27/2025	131060	11102	WINDSTREAM	10-3-25	101-4-2320-4321	.00	183.86	183.86	1
Total 131060:							.00	183.86		
1008794										
10/25	10/28/2025	1008794	15332	ATT LLC	S29278	101-4-1120-4201	.00	156.25	156.25	1
Total 1008794:							.00	156.25		
1008795										
10/25	10/28/2025	1008795	14717	BLACKHAWK PEST CONTROL, LLC	51612	221-4-5400-4401	.00	125.00	125.00	1
Total 1008795:							.00	125.00		
1008796										
10/25	10/28/2025	1008796	12076	CAMPBELL KNUTSON P.A.	3237G SEP 25	101-4-1400-4304	.00	13,471.35	13,471.35	1
Total 1008796:							.00	13,471.35		
1008797										
10/25	10/28/2025	1008797	13954	CHARTER COMMUNICATIONS	175341301 O	603-4-9112-4321	.00	1,657.92	1,657.92	1
Total 1008797:							.00	1,657.92		
1008798										
10/25	10/28/2025	1008798	15723	CYBER ADVISORS, INC.	140909	101-4-1350-4319	.00	281.25	281.25	1
Total 1008798:							.00	281.25		
1008799										
10/25	10/28/2025	1008799	16250	DELL MARKETING, L P	10839921278	411-4-1350-4219	.00	1,011.60	1,011.60	1

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
Total 1008799:							.00		1,011.60	
1008800										
10/25	10/28/2025	1008800	14914	GUARDIAN FLEET SAFETY LLC	302240	410-4-2310-4560	.00	12,405.85	12,405.85	1
Total 1008800:							.00		12,405.85	
1008801										
10/25	10/28/2025	1008801	22783	JOHNSON CONTROLS, INC.	1-1365681743	101-4-1600-4401	.00	2,606.65	2,606.65	1
Total 1008801:							.00		2,606.65	
1008802										
10/25	10/28/2025	1008802	14833	MERRICK INC	INV1904	228-4-7000-4409	.00	216.00	216.00	1
Total 1008802:							.00		216.00	
1008803										
10/25	10/28/2025	1008803	33059	STAPLES BUSINESS ADVANTAGE	7007073698	101-4-6210-4440	.00	766.28	766.28	1
Total 1008803:							.00		766.28	
Grand Totals:							.00		80,118.51	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	.00	31,530.67-	31,530.67-
101-3-0000-3472	100.00	.00	100.00
101-3-0000-3475	100.00	.00	100.00
101-4-1110-4321	67.24	.00	67.24
101-4-1110-4440	353.14	.00	353.14
101-4-1120-4201	202.81	.00	202.81
101-4-1120-4321	34.65	.00	34.65
101-4-1210-4201	65.80	.00	65.80

GL Account	Debit	Credit	Proof
101-4-1220-4201	32.90	.00	32.90
101-4-1310-4201	59.04	.00	59.04
101-4-1350-4319	281.25	.00	281.25
101-4-1350-4321	190.00	.00	190.00
101-4-1350-4404	202.00	.00	202.00
101-4-1400-4304	12,934.85	.00	12,934.85
101-4-1510-4201	49.35	.00	49.35
101-4-1600-4219	63.68	.00	63.68
101-4-1600-4321	152.98	.00	152.98
101-4-1600-4389	80.00	.00	80.00
101-4-1600-4401	2,606.65	.00	2,606.65
101-4-2110-4319	51.94	.00	51.94
101-4-2110-4321	228.53	.00	228.53
101-4-2120-4217	44.00	.00	44.00
101-4-2120-4331	175.00	.00	175.00
101-4-2120-4440	10,697.65	.00	10,697.65
101-4-2130-4331	75.00	.00	75.00
101-4-2150-4409	832.00	.00	832.00
101-4-2190-4389	120.00	.00	120.00
101-4-2310-4321	515.67	.00	515.67
101-4-2320-4321	52.08	.00	52.08
101-4-2330-4389	41.82	.00	41.82
101-4-2410-4201	49.35	.00	49.35
101-4-2410-4321	57.81	.00	57.81
101-4-2420-4321	44.06	.00	44.06
101-4-2440-4219	6.58	.00	6.58
101-4-3120-4321	170.07	.00	170.07
101-4-3150-4219	353.85	.00	353.85
101-4-3150-4321	24.79	.00	24.79
101-4-3300-4201	16.45	.00	16.45
101-4-3300-4321	19.27	.00	19.27
101-4-5110-4321	59.44	.00	59.44
101-4-5110-4389	80.00	.00	80.00
101-4-5210-4219	32.90	.00	32.90
101-4-5210-4321	154.95	.00	154.95
101-4-5510-4321	24.79	.00	24.79
101-4-6210-4440	26.33	.00	26.33
221-2020	.00	2,218.24-	2,218.24-
221-4-5400-4321	519.57	.00	519.57
221-4-5400-4401	375.00	.00	375.00

GL Account	Debit	Credit	Proof
221-4-5430-4219	91.01	.00	91.01
221-4-5430-4259	1,232.66	.00	1,232.66
228-2020	.00	216.00-	216.00-
228-4-7000-4409	216.00	.00	216.00
410-2020	.00	12,405.85-	12,405.85-
410-4-2310-4560	12,405.85	.00	12,405.85
411-2020	.00	1,011.60-	1,011.60-
411-4-1350-4219	1,011.60	.00	1,011.60
602-2020	.00	103.07-	103.07-
602-4-9010-4321	103.07	.00	103.07
603-2020	.00	96.58-	96.58-
603-4-9112-4219	13.94	.00	13.94
603-4-9112-4321	40.00	.00	40.00
603-4-9152-4219	13.94	.00	13.94
603-4-9152-4321	28.70	.00	28.70
821-2020	.00	32,536.50-	32,536.50-
821-2200	32,536.50	.00	32,536.50
Grand Totals:	80,118.51	80,118.51-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount	Bank Number
1007202522										
10/25	10/07/2025	100720252	35099	US BANK	9252025 CITY	101-4-3120-4331	.00	14,009.42	14,009.42	1
Total 1007202522:							.00	14,009.42		
1020202520										
10/25	10/20/2025	102020252	26275	MN DEPT OF REVENUE	SEP 25 FUEL	602-4-9050-4212	.00	298.60	298.60	1
Total 1020202520:							.00	298.60		
1020202521										
10/25	10/20/2025	102020252	26300	MN DEPT. OF REVENUE	SEP 25 SALE	604-4-9410-4219	.00	75,375.00	75,375.00	1
Total 1020202521:							.00	75,375.00		
Grand Totals:							.00	89,683.02		

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
101-2020	192.55	9,560.41-	9,367.86-
101-2080	317.16	.00	317.16
101-3-0000-3417	12.15	.00	12.15
101-4-1110-4331	243.92	.00	243.92
101-4-1110-4440	279.29	.00	279.29
101-4-1120-4319	67.45	.00	67.45
101-4-1210-4331	403.89	.00	403.89
101-4-1220-4201	86.65	.00	86.65
101-4-1230-4331	15.00	.00	15.00
101-4-1310-4331	1,175.26	.00	1,175.26
101-4-1350-4404	57.83	.00	57.83
101-4-1600-4321	410.00	.00	410.00
101-4-2110-4433	139.95	.00	139.95
101-4-2120-4219	779.81	.00	779.81
101-4-2120-4331	611.74	.00	611.74
101-4-2130-4219	1,085.72	.00	1,085.72

GL Account	Debit	Credit	Proof
101-4-2130-4331	1,120.57	.00	1,120.57
101-4-2150-4331	10.00	.00	10.00
101-4-2190-4219	61.40	.00	61.40
101-4-2310-4359	60.71	.00	60.71
101-4-2320-4221	74.98	.00	74.98
101-4-3120-4212	231.46	.00	231.46
101-4-3120-4219	299.99	.00	299.99
101-4-3120-4331	405.00	.00	405.00
101-4-3150-4331	180.00	.00	180.00
101-4-5110-4219	1,259.95	27.55-	1,232.40
101-4-5110-4221	.00	165.00-	165.00-
101-4-5110-4404	75.00	.00	75.00
101-4-5210-4349	80.53	.00	80.53
101-4-5220-4409	15.00	.00	15.00
221-2020	9.87	10,214.47-	10,204.60-
221-2080	5,805.81	.00	5,805.81
221-4-5400-4219	1,061.86	9.87-	1,051.99
221-4-5400-4349	675.07	.00	675.07
221-4-5430-4219	2,467.25	.00	2,467.25
221-4-5430-4259	204.48	.00	204.48
291-2020	.00	115.76-	115.76-
291-4-2340-4219	115.76	.00	115.76
602-2020	10.62	618.63-	608.01-
602-4-9020-4219	551.49	10.62-	540.87
602-4-9050-4212	67.14	.00	67.14
603-2020	.00	69,248.95-	69,248.95-
603-2080	69,182.68	.00	69,182.68
603-4-9112-4219	17.09	.00	17.09
603-4-9112-4349	6.51	.00	6.51
603-4-9112-4404	17.84	.00	17.84
603-4-9152-4219	1.59	.00	1.59
603-4-9152-4349	6.50	.00	6.50
603-4-9152-4404	16.74	.00	16.74
604-2020	.00	137.84-	137.84-
604-4-9410-4219	3.94	.00	3.94
604-4-9410-4349	133.90	.00	133.90
Grand Totals:	90,109.10	90,109.10-	.00



Request for Action

To
City Council

Item Number
4.4

Meeting Date
November 3, 2025

Prepared By
Joshua Mollan, Economic Development Specialist

Item Description
Professional Services Agreement 25-31: Statewide Affordable Housing Aid Disbursement to Main Street Family Services

Reviewed by
Brent O'Neil
Cal Portner
Tina Allard

Action Requested

Approve, by motion, execution of the professional services agreement 25-31 with Main Street Family Services to distribute SAHA funds.

Background/Discussion

The city has received annual Statewide Affordable Housing Aid (SAHA) allocations from the State of Minnesota for qualifying affordable housing uses since December 2023.

The city's current balance is roughly \$210,000. Following a recommendation from Sherburne County Health and Human Services, the HRA met with representatives from Main Street Family Services (MSFS) and ultimately approved a recommendation to the Council to approve the agreement to distribute \$50,000 to MSFS through December 31, 2026.

Main Street Family Services is a local social services non-profit. With these funds, MSFS will support eligible residents of Elk River by means of emergency rental/mortgage assistance, utility payments to avoid shut-offs, and other housing-related assistance. The key terms of the agreement are as follows:

- Follow the eligibility criteria set by the Minnesota Department of Revenue and Department of Housing.
- \$50,000 from the agreement date to December 31, 2026 with \$10,000 on execution, and \$10,000 every 90 days following.
- Limited to serving only Elk River residents.
- No payments will be directly given to recipients; instead, given to landlords, banks, utilities, etc.
- Payments not to exceed \$3,000 annually per household.
- 10% cap on administration expenditures.
- MSFS is to report to the city quarterly.

Financial Impact

\$50,000 to be drawn from the Development Fund.

The Elk River Vision

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



Mission/Policy/Goal

Improve citizen quality of life.

Attachments

- I. ER MSFS SAHA Agreement and Exhibit

PROFESSIONAL SERVICES AGREEMENT

BETWEEN: The City of Elk River

AND: Main Street Family Services

EFFECTIVE DATE: ____ day of _____, 2025

This Professional Services Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2025 (the “Effective Date”) by and between the City of Elk River, a political subdivision of the State of Minnesota (the “City”), 13065 Orono Parkway Elk River, MN 55330, and Main Street Family Services, a Minnesota nonprofit corporation, 400 Jackson Avenue NW, Suite 101 Elk River, MN 55330 (the “Consultant”).

RECITALS

WHEREAS, the City is in need of a service provider to administer Minnesota Statewide Affordability Housing Aid allocated to the City (the “Project”); and

WHEREAS, the Consultant meets the needs of the City and is willing to provide the services provided for in this Agreement. Further, pursuant to Minnesota Statute § 471.59, the City has the authority to contract for services and the Consultant has the authority to enter into an Agreement for such services.

AGREEMENT

1. TERM.

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on December 31, 2026.

2. DUTIES OF THE CONSULTANT.

2.1 Consultant’s Services. The Consultant shall provide professional services related to the administration of Minnesota Affordability Housing Aid allocated to the City, as described in Exhibit A, attached, and made a part of this Agreement. All services provided by the Consultant shall be for the benefit of persons residing or found in the City of Elk River. The Consultant shall confer with the City’s Authorized Representative as often as is necessary in connection with the services to be performed under this Agreement.

2.2 Personnel. All work the Consultant is to perform shall be performed by competent and qualified personnel. Consultant’s Executive Director will have primary responsibility

for overseeing the performance of work by Consultant under this Agreement and will serve as the primary contact with the City.

2.3 Documentation. The Consultant shall maintain complete and accurate records and files pertaining to the services and benefits provided pursuant to this Agreement. The Consultant will comply with the City's requests for any information or documentation related to the Project. The Consultant shall also provide documentation as necessary to the City to ensure compliance with Minnesota Statute § 477A.36 and all reporting requirements required by the State of Minnesota.

2.4 Quarterly Reporting. The Consultant shall submit to the City a quarterly report by the 15th of January, April, July, and October during the term of the Agreement. Each report shall include a summary of the work completed by the Consultant for the City. All work documented shall be for the benefit of residents/persons who are found within the limits of the City of Elk River. Each report shall also provide an accounting of Project costs that includes a break-down of direct benefit costs and administrative costs.

2.5 Project Start Date. The Consultant shall start work on the Project upon full execution of the Agreement.

2.6 Standard of Care and Liability for Work. In performing the work under this Agreement, the Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota.

3. ITEMS PROVIDED BY THE CONSULTANT.

All data or materials developed by the Consultant will remain the property of the Consultant upon expiration or termination of this Agreement.

4. PAYMENT TO CONSULTANT.

4.1 Payment Schedule. The total amount payable to the Consultant for services under this Agreement shall not exceed \$50,000, to be paid in five installments as provided for herein. An initial \$10,000 payment shall be made to the Consultant upon full execution of this Agreement. Following the City's initial payment, \$10,000 shall be paid to the Consultant every 90 days during the term of this Agreement. In the event funds paid to Consultant under this paragraph remain unspent by Consultant upon expiration of the Agreement's term, the parties shall have the option to extend this Agreement or the Consultant shall return the funds back to the City. Any extension of this Agreement shall be effectuated by execution of a written amendment to this Agreement signed by the parties.

4.2 Use of Payments. At least 90% of the total funds paid to Consultant under paragraph 4.1 shall be spent on direct benefits for individuals or families. No more 10% of

the total funds paid to Consultant under paragraph 4.1 shall be spent on administrative costs incurred by Consultant in connection with the Project.

5. AUTHORIZED REPRESENTATIVE.

The City Administrator shall serve as the Authorized Representative for the City. The City shall have the right to change its Authorized Representative from time to time and shall inform the Consultant of any such change in writing. The Main Street Family Services Executive Director shall serve as the Authorized Representative of the Consultant and as the primary contact and liaison with the City. The Consultant shall have the right to change its Authorized Representative from time to time and shall inform the City of any such change in writing. The Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to the City's Authorized Representative, by mailing or delivering them to:

City Administrator or designee
City of Elk River
13065 Orono Parkway
Elk River MN, 55330

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant, its employees, representatives or subcontractors be considered employees, agents or representatives of the City. The Consultant is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Consultant shall, at its expense, secure all personnel required to perform the services under this Agreement. Any and all personnel of the Consultant or other persons engaged in the performance of any work or services required by the Consultant will have no relationship with the City and will not be considered employees of the City. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from the City, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

6.2 Assignment and Subcontracting. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation. The Consultant shall be responsible for the performance of its work under this Agreement. The Consultant shall not enter into subcontracts for performance of services described in this Agreement.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. Consultant shall meet the following insurance requirements:

- a. General Liability. Consultant at its expense, shall procure and maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$3,000,000 annual aggregate.
- b. Automobile Liability. If Consultant operates a motor vehicle in performing the services under this agreement, Consultant 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. Consultant agrees to provide worker's compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance. Consultant shall prior to commencing services under this Agreement deliver to the City a Certificate of Insurance as evidence that the above coverages are in full effect.

7.2 Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City and its officers, officials, agents, volunteers and employees from any and all liability, claims, losses, damages, costs, judgments, or expenses resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Consultant (including its officers, employees, agents and subConsultants) arising from the performance of its services pursuant to this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth herein. The terms and provisions of this Section shall survive the expiration, suspension or termination of this Agreement.

8. RECORDS AND INFORMATION.

8.1 Data Practices. The Consultant and its employees, agents, successors and assigns will comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement.

8.2 Private and Confidential Data. The Consultant and its employees, agents, successors and assigns shall comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Ch. 13) and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, which may include, but are not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and/or the Health Information Technology for Economic and Clinical Health Act (HITECH).

9. AUDIT.

The Consultant shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minnesota Statute § 16C.05, Subd. 5, the Consultant shall allow the Legislative or State Auditor, access to the records of the Consultant at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Consultant relevant to the subject matter of the Agreement, for purposes of audit.

10. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

11. DISPUTES.

The Consultant's Authorized Representative and the City's Authorized Representative shall meet and confer in good faith on any issue that arises under this Agreement. This meet and confer shall be a condition precedent to either party's exercise of the rights and remedies they may have under this Agreement or at law with respect to the claim, dispute or other matter.

12. TERMINATION AND SUSPENSION.

12.1 With Cause. This Agreement may be suspended or terminated by the City if the Consultant violates any of the terms or conditions of this Agreement.

12.2 Without Cause. Either party may terminate this Agreement without cause by giving at least 30 days written notice to the other party. Upon receipt of a notice of such termination, the Consultant shall take all action necessary to discontinue work or further commit City funds.

12.3 Payment Upon Termination. All funds paid to Consultant under paragraph 4.1 that are unspent as of the date the Agreement is terminated shall be returned immediately to the City. The City shall have no further obligation to make any outstanding installment payments provided for under paragraph 4.1 in the event this Agreement is terminated.

13. GENERAL PROVISIONS.

13.1 Entire Agreement; Amendments; Conflicts. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

13.2 Compliance with Applicable Law. The Consultant agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. This includes, but is not be limited to, complying will all rules, regulations and requirements established by the State of Minnesota, or any agency thereof, including the Minnesota Department of Revenue and Minnesota Department of Housing, pertaining to Minnesota Statewide Affordability Housing Aid.

13.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Sherburne. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

13.4 Conflict of Interest. The Consultant affirms that, to the best of the Consultant's knowledge, the Consultant's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement.

13.5 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement.

13.6 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

13.7 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

13.8 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

CITY OF ELK RIVER

MAIN STREET FAMILY SERVICES

By: _____
John Dietz, Mayor

By: _____

And: _____
Tina Allard, City Clerk

Its: _____

Date: _____

Date: _____

EXHIBIT A

Main Street Family Services Family Resource Center Guide for Use of SAHA Funds

The following requirements shall govern services provided by Main Street Family Services (the “Consultant”) in administering Minnesota Affordability Housing Aid (“SAHA”) received from the City of Elk River (the “City”):

I. Use of Funds. SAHA received by the Consultant from the City shall only be used as follows:

- Funds must be used for housing-related expenses, such as:
 - Lease, rent or mortgage assistance
 - Utility payments and disconnects, including telephone and internet services.
 - Emergency shelter support to help with transitions and housing
 - Security deposits or application fees
- SAHA may be utilized for emergency rental assistance that will prevent an eviction or secure housing for anyone who is homeless, and have a household earning of less than 80% of the area median income for the Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area, which includes Sherburne County, as defined by HUD and available for verification at <https://www.huduser.gov>.
- Payments shall not exceed \$3,000 per household per year without approval from the City’s authorized representative.
- No payment will be directly given to recipients.

II. Eligibility Criteria. Consultant shall ensure SAHA is used to aid individuals and families based on the following criteria:

- Must be a resident of Elk River.
- Must demonstrate financial need or housing instability.
- Priority may be given to families with children, seniors, or individuals with disabilities.
- Funds are not available for crises resulting from fraud or misrepresentation on the part of the individual or family.
- Any housing-related emergency prompting the individual or family to seek assistance must not have been caused by money mismanagement, defined as follows:
 - Repeated inability to plan the use of income to meet necessary expenditures.
 - Repeated failure to meet obligations for rent, utilities, food, and other essentials.
 - Repeated eviction notices and/or utility disconnects.
 - Repeated use of Emergency Assistance funds.
 - Utilizing money on unnecessary purchases that may have led to or caused an emergency.
- Funds will be approved for the most cost-effective solution.
- Payment in combination with other resources must be able to resolve the emergency, not just postpone it.

- Eligible households must first apply through the Sherburne County Emergency Assistance (EA/EGA) programs when applying for emergency assistance for housing or utilities.
- Within the time necessary to resolve the crisis, the household must be unable to resolve its emergency by combining the following sources of all household members:
 - Liquid assets & any other assets can quickly liquidate (not including vehicles)
 - Income they anticipate receiving
 - Tax refunds
 - Other funds for which they are eligible

Any of the criteria listed above may be waived only with approval from the City's authorized representative.

III. Documentation Requirements. Those applying for SAHA must provide the following documentation as a condition of receiving aid:

- Proof of income or financial hardship
- Proof of residency
- Proof of need, such as lease agreements or utility bills
- Person identification, such as a driver's license, birth certificate, or other government-issued ID

IV. Compliance and Reporting.

- Misuse of funds may result in disqualification from future assistance.
- Those receiving SAHA are required to complete and provide to Consultant a Form W-9.



Request for Action

To
City Council

Item Number
4.5

Meeting Date
November 3, 2025

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

Item Description
Agreement 25-32: Architectural Services with LSE
Architects for Northbound/Cannabound.

Reviewed by
Cal Portner
Tina Allard

Action Requested

Approve, by motion, Agreement 25-32, the AIA B133-2019 contract agreement with LSE Architects for Northbound and Cannabound.

Background/Discussion

On April 7, the City Council approved a letter of engagement to begin preliminary design efforts for Northbound and Cannabound. The AIA B133-2019 agreement solidifies the terms and conditions of our partnership with LSE Architects for the duration of the project.

Financial Impact

Base fee: \$427,000 (7% of construction costs).

Optional fee items as detailed in the LSE Letter of Engagement (March 2025):

- Low Voltage (AV/ security/ data) - \$9,250.00
- B3 level process - \$31,250.00
- Energy Modeling (exterior envelope) - \$28,250.00

Mission/Policy/Goal

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

Attachments

1. B133-2019 - Northbound-Cannabound 2025.10.22 - Final
2. EXHIBIT-C Invoice schedule_10.23.2025
3. Exhibit B - LSE Reimbursable Expenses_2025
4. Exhibit A - LSE Hourly Rates_2025

The Elk River Vision

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





AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the First day of October in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

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

and the Architect:
(Name, legal status, address, and other information)

LSE Architects, Inc.
1401 Glenwood Avenue
Minneapolis, MN 55405
Telephone Number: 612-343-1010

for the following Project:
(Name, location, and detailed description)

Northbound and Cannabound Liquor and Cannabis Store
19420 181st Drive Northwest in the City of Elk River.

Description:
Northbound and Cannabound Liquor and Cannabis Store is located on the existing 19420 181st Drive Northwest in the City of Elk River. The city has identified a 2.54 acres site that is intended to facilitate a roughly 21,000 SF building, the zoning required parking (approximately 25 stalls), a service/ delivery area, trash enclosure, and stormwater management. A formal geotechnical report is forthcoming that will identify the subsoil conditions of the site for civil and structural engineering usage in design. Public utilities, including gas, water, sanitary, sewer and electrical are all immediately available to this greenfield site. A relationship with the property to the north (a retail center) will allow additional parking beyond the number listed herein.

The Construction Manager (if known):
(Name, legal status, address, and other information)

Terra Construction
21025 Commerce Blvd., Suite 1000
Rogers, MN 55374

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Architect agree as follows.

Init.

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User Notes:

(1345343809)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Space Needs Programming to be confirmed through a meeting with the Owner team. The building is planned to be a one level (approximately 15,500 SF for Northbound and 5,500 SF for Cannabound) facility meeting the zoning and code requirements of the Minnesota Building Code. The basic Program composition is as follows:

Northbound/ Cannabound	(approx. square feet)
Liquor Display Shelving	10,000
Cannabis Display	3,250
Liquor counter/ POS	300
Cannabis Counter/ POS	250
Offices (3)	400
Conference Room/ Training	350
Liquor Coolers	1,850
Liquor Dry Storage	4,000
Cannabis Dry Storage	450
Restrooms (2)	120
Mechanical/ Janitor	700
Sub-total	21,670
General circulation and walls (15%)	3,250
Total SF	24,920

§ 1.1.2 The Project's physical characteristics:

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User Notes:

(1345343809)

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Northbound and Cannabound retail store planned to be located in the City of Elk River. The city has identified a 2.54-acre site that is intended to facilitate a roughly 25,000 SF single level building, zoning required parking (*approximately 25 stalls*), a service delivery area, trash enclosure, and stormwater management. A formal geotechnical report is forthcoming that will identify the subsoil conditions for civil and structural engineering usage in design. A formal Alta Survey is forthcoming that will identify property line, easements, setbacks, topography, existing landscaping, pond location, utilities (gas, water, sanitary, sewer and electrical) which are all immediately available to this greenfield site. A relationship with the property to the north (a retail center) will allow overflow parking beyond the number listed herein.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

A General Construction Budget has been shared by the City of Elk River as follows:
New single building (two suite) for Northbound and Cannabound retail – range \$6,000,000 to \$6,500,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Programming SD/ DD Design:	June 25, 2025 through October 23, 2025
Construction Documents:	October 30, 2025 through December 23, 2025

.2 Construction commencement date:

April 03, 2026

.3 Substantial Completion date or dates:

December 11, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- ☐ AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- ☐ AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

One bid package will be submitted for the project.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The Owner has directed the design team to provide the following:

- 1) B3 related design and support (no formal state check list desired)
 - 2) Energy modeling and affiliated B3 platform administrative services
- See Supplemental Services in section 4.1.2.1

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Joe Stremcha – Assistant City Administrator/ Business Services
13085 Orono Parkway Northeast
Elk River, Minnesota 55330
EMAIL: JStremcha@elkrivermn.gov
Phone: 763.635.1022

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

In addition to achieving city council approvals, the following is the core city team that has been identified to review the process

Brenda Gustafson – Westbound Retail Manager
Megan Knopik – Northbound Retail Manager
Starr Sorheim – City Communications Director
Joe Audette – Liquor Operations Manager

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Terra Construction
21025 Commerce Blvd., Suite 1000
Rogers, MN 5375

- .2 Land Surveyor:

TBD

- .3 Geotechnical Engineer:

TBD

- .4

(Paragraphs deleted)

Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Brian Tempas, AIA
LSE Architects, Inc.
1401 Glenwood Avenue
Minneapolis, MN 55405
Phone: 612.670.3457

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1** Structural Engineer:
IMEG
Contact: Cory Casperson
12755 Highway 55 – Suite 100
Minneapolis, MN 55441
Phone: 612.545.9196
- .2** Mechanical, Electrical and Plumbing Engineer:
Steen Engineering
Contact: Mark Brengman
5430 Douglas Drive North
Minneapolis, MN 55429-3106
Phone: 763.235.4796
- .3** Civil Engineer/Landscape Architect:
Civil Site Group
Contact: Matt Pavsek, PE
500 Glenwood Avenue
Minneapolis, MN 55422
Phone: 612.615.0060

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil Site Group | IMEG | STEEN Engineering | IMEG (pertaining to B3 related services, energy modeling, and low voltage services)
See Section 4.1.2.1 herein

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change. If the Architect identifies a material change such that Architect's services, schedule for Architect's services, and the Architect's compensation may be affected, then the Architect shall submit information regarding that purported material change and any information substantiating the material change to the Owner within thirty (30) days of the event giving rise to the material change for review. The Owner's budget for Cost of Work, the Owner's anticipated design, and construction milestones shall not change without written approval from the Owner.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information

Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The Architect shall provide properly licensed and experienced personnel during each phase of Services described this Agreement as are necessary or required to complete the architectural and engineering services required for the Project in a professional, timely, and economical manner consistent with the Project schedule. The Architect's personnel shall not be employees of the Owner. The Architect further represents that all of the services required hereunder will be performed by the Architect or under its supervision, as applicable. All personnel so engaged shall be fully qualified and shall be authorized under State or local law to perform such services.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect makes no warranty, express or implied, as to its professional services rendered under this Agreement. Architect shall comply with applicable laws, statutes, ordinances, and regulations and the Owner's mandated standards that Owner has provided Architect in writing. Owner shall not be responsible for discovering deficiencies in the accuracy of Architect's work.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect's representative and key personnel assigned to each phase of the Project shall not be removed or replaced without the Owner's prior written consent, except in the event of death, disability, or termination of employment with the Architect. Although the Architect may assign qualified personnel of their choosing to the Project, the Owner may direct the Architect to remove, and the Architect shall remove, any personnel whom the Owner deems unsuitable in qualifications, performance, or conduct, and the Owner shall have the right to approve all replacements, which approval shall not be unreasonably withheld.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement. Unless otherwise approved by the Owner in writing, the Architect shall ensure that any and all subconsultants engaged or employed by the Architect shall carry and maintain the same insurance for the same period as required of Architect under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Five Hundred Thousand Dollars (\$ 1,500,000) for each occurrence and Two Million Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property

damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Five Hundred Thousand Dollars (\$ 1,500,000) each accident, One Million Five Hundred Thousand Dollars (\$ 1,500,000) each employee, and One Million Five Hundred Thousand Dollars (\$ 1,500,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars (\$ 2,000,000) per claim and Four Million Dollars (\$ 4,000,000) in the aggregate.

(Paragraph deleted)

§2.6.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Certificates of insurance acceptable to the Owner shall be filed with the Owner. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 2.6.9 The Architect shall keep full and detailed records and accounts related to the cost of the services and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Architect's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Architect shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services as well as civil engineering and landscape design. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include

design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, restrictions or requirements of record, building codes, occupancy, disabled persons accessibility and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will make any required revisions to its Documents as necessary to comply with governmental or utility company requirements at no additional fee or expense to Owner.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations. The Architect will collaborate and work closely with Owner and Owner's construction manager (referenced herein as "Construction Manager" or "Contractor") throughout the design process for purposes of estimating the Cost of the Work to comply with the Project Budget. The Architect shall submit Design Documents to Owner and Construction Manager for estimating purposes at the following milestones: (a) at 100% Schematic Design; (b) at 50% Design Development; and (c) at 100% Design Development. If the estimated Cost of the Work exceeds the Project Budget, as determined by Owner and Construction Manager at each of the aforementioned milestones, the Architect, at no additional cost to Owner, shall collaborate and work with Owner and Construction Manager to determine and incorporate cost reductions and/or value engineering to reduce the estimated Cost of the Work to be within the Project Budget.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner
§ 4.1.1.2 Programming	Architect (in Basic Services)
§ 4.1.1.3 Multiple Preliminary Designs	Architect (in Basic Services)
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Not Provided
§ 4.1.1.7 Building Information Model management responsibilities	Architect (in Basic Services)
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect (in Basic Services)
§ 4.1.1.10 Landscape design	Architect (in Basic Services)
§ 4.1.1.11 Architectural interior design	Architect (in Basic Services)
§ 4.1.1.12 Value analysis	Owner/CM
§ 4.1.1.13 Cost estimating	Owner/CM
§ 4.1.1.14 On-site project representation	CM
§ 4.1.1.15 Conformed documents for construction	Not Provided
§ 4.1.1.16 As-designed record drawings	Architect (in Basic Services)
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Not Provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect (in Basic Services)
§ 4.1.1.22 Telecommunications/data design	Architect (in Basic Services)
§ 4.1.1.23 Security evaluation and planning	Architect (in Basic Services)
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Architect (in Basic Services)
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.28 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.29 Other Supplemental Services	Not Provided
§ 4.1.1.30 Mechanical, electrical and plumbing engineering including Low Voltate (AV, security & data technology)	Architect (in Basic Services)

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

In consultation with the Owner, Architect will include interior finishes, colors, and items of equipment permanently attached to the construction in the Basic Services. Selections and specifications of moveable furnishings and equipment in not included in Basic Services but can be provided as an Additional Service.

- In consultation with the Owner, Architect will include low voltage (AV/ Security/ Data) engineering services
- In consultation with the Owner, Architect will include B3 level services (not formal submittals to the State).
- In consultation with the Owner, Architect will include energy modeling services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See above in 4.1.2.1

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Two (2) visits to the site per month by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Owner shall be responsible for the identification, discovery, removal, remediation of any hazardous substances present at the Site. If any such hazardous substances are discovered while the Project is in progress, schedules and budgets shall be adjusted as necessary for the removal or remediation of any such hazardous substances.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants and subcontractors consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Architect shall indemnify and hold the Owner and the Owner's officers, employees, and agents harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.1.4 Upon the condition that the Owner waives claims against the Architect for consequential damages arising out of or relating to the contract between Owner and Contractor, the Architect waives claims against the Owner and its consultant for consequential damages. Consequential damages, for the purpose of this Agreement, include without limitation any

indirect, special, reliance, incidental, loss of use, loss of income, loss of profit, overhead, loss of rent, warranty or consequential damages as well as damage under theories of contribution or indemnity.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect for services properly performed and billed to the Owner and expenses properly incurred and billed to the Owner in accordance with this Agreement, such failure shall be considered cause for suspension of performance of services under this Agreement. Prior to such suspension, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums for such services and expenses properly incurred and billed. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted if the suspension exceeds forty-five (45) days.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If the Owner's suspension was for convenience rather than for cause, when the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with Reimbursable Expenses due and properly incurred.

§ 9.7

(Paragraphs deleted)

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Minnesota without regard to conflict law principles.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information or any other information prohibited by law for disclosure. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 The Architect agrees to indemnify and hold harmless the Owner, its officers, directors and employees against damages arising directly from the Architect's negligent performance of the services under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Architect has no duty to defend the Owner from and against any claims, causes of action, or proceedings of any kind.

The Owner agrees to indemnify and hold harmless the Architect, its officers, directors and employees against damages arising directly from the Owner's negligent performance of the services under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that the Owner has no duty to defend the Architect from and against any claims, causes of action, or proceedings of any kind.

§ 10.11 The parties further agree that if, due to the Architect's error, any required item or component of the Project is omitted from the construction documents, any claims against the Architect shall not include the cost or expense of any addition to the Project that provides betterment, upgrade or enhancement of the Project.

§ 10.12 The Owner and the Architect acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and the Owner agrees that the Architect shall be permitted to include contingencies for such changes in the amount of five percent (5%) of the Cost of the Work. The Owner agrees to make no claim with respect to any changes made within such contingent reserves and the Architect agrees to make no claim with respect to any additional services required to correct any such omissions, ambiguities or inconsistencies.

§ 10.13 The Owner and Architect recognize that the designer under this project may be eligible for a tax deduction for energy efficient commercial buildings under §179D of the Internal Revenue Code. The Owner and Architect agree and recognize that Architect will be the designer of this project for the purposes of the §179D deduction. The Owner will cooperate with Architect in obtaining the paperwork and certification necessary from the Owner to allow Architect to claim any §179D or any other energy efficient commercial buildings deduction.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Paragraphs deleted)

For Basic Services covered under this Agreement, the Architect's compensation shall be a stipulated sum, based on a percentage 7.00% of the construction budget as noted below:

Base	%	Fee	Supplemental Services Fees	Reimbursable Expenses	Total Fees
New	7.00	\$423,550.00	\$68,750.00	\$4,200.00	\$496,500.00

The Architect's fee is based on a construction cost as noted in Section 1.1.3 which equates to a minimum fee as noted above of Four Hundred Ninety-Six Thousand Five Hundred dollars (\$496,500.00).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Work will be performed at LSE Hourly Rates (See Exhibit A) as adjusted in accordance with Architect's normal review practices

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Work will be performed at LSE Hourly Rates (See Exhibit A) as adjusted in accordance with Architect's normal review practices

§ 11.4 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Concept/Program Phase	4.40	%
Design Phase	35.0	%
Construction Documents Phase	42.425	%
Construction Admin Phase	18.175	%
Total Basic Compensation	one hundred percent (	100 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

(Paragraphs deleted)

§ 11.5 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be

(Table deleted)

calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.5.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A: LSE Hourly Rates

Employee or Category	Rate (\$0.00)
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(Paragraphs deleted)

§ 11.7 Compensation for Reimbursable Expenses

§ 11.7.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

Init.

- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.7.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.8 Payments to the Architect

§ 11.81 Initial Payments

§ 11.8.1.1 An initial payment of fifteen thousand dollars (\$ 15,000.00) is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Architect acknowledges receipt of that payment, which shall be credited to the Owner's account in the final invoice.

§ 11.9.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.9.2.4. Owner Agrees to receive invoices by email, which will be sent to the following individual and email address:

Joe Stremcha via Accounts Payable (accountspayable@elkrivernm.gov)

(Paragraphs deleted)

(Table deleted)

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 The Architect must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Owner pursuant to this Agreement, and (2) all data, created, collected, received,

stored, used, maintained, or disseminated by the Architect pursuant to this Agreement. The Architect is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minn. Stat. § 13.08, as if it were a government entity. In the event the Architect receives a request to release data, the Architect must immediately notify the Owner. The Owner will give the Architect instructions concerning the release of the data to the requesting party before the data is released. Architect agrees to indemnify, and hold the Owner, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Architect's officers', agents', owners', partners' employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this section shall survive the cancellation or termination of this Agreement.

§ 12.2 Pursuant to Minn. Stat. § 471.425, subd. 4a, the Architect must pay any subconsultant within ten (10) days of the Architect's receipt of payment from the Owner for undisputed services provided by the subconsultant. The Architect must pay interest of one and one-half percent (1½ %) per month or any part of a month to subconsultant on any undisputed amount not paid on time to the subconsultant. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Architect shall pay the actual penalty due to the subconsultant. A subconsultant who prevails in a civil action to collect interest penalties from the Architect shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

§ 12.1 This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement. Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties. In the hiring of employees to perform work under this Agreement, the Architect shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Sherburne County, Minnesota

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1** AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3** Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below.
(Insert the date of the E234-2019 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4** Other documents:
(List other documents, if any, forming part of the Agreement.)

EXHIBIT - A: LSE Hourly Rates
EXHIBIT - B: LSE Reimbursable Expenses
EXHIBIT - C: LSE Invoice Schedule

This Agreement entered into as of the day and year first written above.

City of Elk River *(Signature)*

John Dietz, Mayor

(Printed name and title)

City of Elk River *(Signature)*

Tina Allard, City Clerk

(Printed name and title)



ARCHITECT *(Signature)*

Quintin J. Scott, AIA President

(Printed name, title, and license number, if required)

Init.

/

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User Notes:

(1345343809)

Exhibit C - Invoice Schedule
Northbound + Cannabound

Date: 10.23.2025

			MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	TOTALS
Contract A/E Fees																								
Invoice Date			05/20/25	06/30/25	07/31/25	08/31/25	09/30/25	10/31/25	11/30/25	12/31/25	01/31/26	02/28/26	03/31/26	04/30/26	05/31/26	06/30/26	07/31/26	08/31/26	09/30/26	10/31/26	11/30/26	12/31/26	01/31/27	
Project Phase			RETAINER	PROG/ ASSESS	PROG/ CONCEPT	Concept/DESIGN	DESIGN	DESIGN	DOCUMENTS	DOCUMENTS	DOCUMENTS/RID	BID/PERMIT	PERMITTING	CA mo. 1	CA mo. 2	CA mo. 3	CA mo. 4	CA mo. 5	CA mo. 6	CA mo. 7	CA mo. 8	CA mo. 9	CA mo. 10	
Base Contract Fees	\$	496,500	\$ 15,000	\$ 12,424	\$ 12,424	\$ 20,000	\$ -	\$ 40,000	\$ 115,000	\$ 115,000	\$ 66,500	\$ 4,965	\$ 4,965	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,008	\$ 496,500
Total Monthly Fee Invoice			\$ 15,000	\$ 12,424	\$ 12,424	\$ 20,000	\$ -	\$ 40,000	\$ 115,000	\$ 115,000	\$ 66,500	\$ 4,965	\$ 4,965	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,024	\$ 9,008	\$ 496,500

invoiced

EXHIBIT B - LSE REIMBURSABLE EXPENSES

<u>Description</u>	<u>Rates</u>
Reproduction	
8-1/2" x 11" B&W.....	\$.15
8-1/2" x 11" Color.....	\$ 1.35
11" x 17" B&W.....	\$.30
11" x 17" Color.....	\$ 2.50
HP Plotter Bond.....	\$.75/sf
CANON Plotter 7 mil Matte or Satin.....	\$ 7.25/sf
Foam Core Boards (depending on size)	\$5.00 – 15.00
Mileage (rate per mile)	Prevailing Government Rate
Air Fare	As billed to LSE
Auto Rental	As billed to LSE
Other Transportation	As billed to LSE
Parking and Tolls	As billed to LSE
Meals	As billed to LSE
Lodging	As billed to LSE
Postage/Delivery Charges	As billed to LSE
Telephone (Long Distance)	As billed to LSE
Materials and Supplies	As billed to LSE
Models, Animations and Renderings (Presentation)	As billed to LSE
Photographic/Film	As billed to LSE
Codes/Ordinances	As billed to LSE
Legal	As billed to LSE
Consultants	Cost plus 10% - 25%
Sales Tax, If Applicable	As billed to LSE

Project Reimbursable Expenses will be invoiced at cost plus 10%, except Consultants which will be billed as noted.

Effective January 1, 2025
Subject to Periodic Adjustment

EXHIBIT A - LSE HOURLY RATES

<u>Category/Position</u>	<u>Billing Rate</u>	<u>Description of Category</u>
Principal	\$250	- Principals who lead client projects
Senior Professional	\$150 - \$200	- All registered or licensed professionals with 10 years or more experience - All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience in their field including 10 years experience in leadership roles in those related disciplines. Examples of these disciplines are: Construction Administration, Design, Technology or similar areas of expertise.
Professional	\$100 - \$125	- New registrants and all registered professionals with less than 10 years since registration - Non-registered Architectural or Design personnel who have more than 15 years experience in their professional discipline and are in direct professional leadership roles in their field. - All personnel in equivalent roles in related professional disciplines in which there is no registration, but who have 15 years experience and are in direct leadership roles in their field. Examples of these disciplines are: Construction Administration, Design, Technology or similar areas of expertise.
Professional Support	\$85 - \$100	- New professional degreed graduates and interns who are not yet registered - Non-registered Architectural or Design personnel who have 10 years experience in their professional discipline under the supervision of registered professionals or related discipline professionals. - All personnel in related professional disciplines in which there is no registration, but have 10 years experience in their field. Examples of these disciplines are: Construction Administration, Design, Technology or similar areas of expertise and work under the supervision of others in their field. - Drafters, CADD technicians, Designers and similar technicians without registration, but with 10 years experience in their professional support field
Technical	\$75	- Non-registered Architectural or Design personnel who have less than 10 years experience in their professional discipline. - All personnel in related professional disciplines in which there is no registration, but have less than 10 years experience in their professional support field. - Drafters, CADD technicians, Designers and similar technicians without registration, but with less than 10 years experience in their professional support field. - All Administrative support, clerical and word processing personnel with 10 years experience.
Clerical	\$50	- All Administrative support, clerical and word processing personnel with less than 10 years experience.

Effective January 1, 2025
Subject to Periodic Adjustment



Request for Action

To
City Council

Item Number
4.6

Meeting Date
November 3, 2025

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

Item Description
Ordinance Amendment 25-15: Community Event
Center Commission

Reviewed by
Joe Stremcha
Cal Portner
Tina Allard

Action Requested

Approve, by motion, an ordinance amendment as recommended by the Community Event Center Commission.

Background/Discussion

Motion by Commissioner Beyer and seconded by Vice Chair Walker to recommend the following ordinance changes to City Council:

- Remove section 4 (3) - developing an annual report on the outcomes and activities of the facility to the City Council, as this will now be completed by staff.
- Remove section 4 (4) - no longer review facility rental rates and recommend a fee schedule to the City Council for incorporation into the annual budget.
- Revise section 4 (5) to: The Commission shall recommend a preliminary budget that balances facility revenue and expenses. The budget will include projected revenue, expenses, transfers, and capital improvements and shall be completed no later than June 30 of each year.

Financial Impact

None.

Mission/Policy/Goal

Work with citizens to achieve goals.

Attachments

- I. Draft Ordinance

The Elk River Vision

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



Ordinance 25-15

An Ordinance Amending Chapter 2, Division 4, ~~Multipurpose Facility~~ ~~Advisory Community Event Center~~ Commission of the City of Elk River, Minnesota, City Code

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

SECTION 1. That §2- 253. Powers and Duties of the City of Elk River Code of Ordinances shall be amended as follows:

The community event center commission authority shall include, but not be limited to, the study and recommendation to the city council on the following:

- (1) Review the value and mission statement annually and amend as so desired.
- (2) Serves as a conduit to the public to gain feedback on the effectiveness of the facility and services provided. Holds at least one annual public hearing to receive community comments regarding the operation, use, and future development of the facility.
- ~~(3) Develop an annual report on the outcomes and activities of the facility to the city council.~~
- ~~(4) The commission shall review facility rental rates annually and recommend a fee schedule to the city council for incorporation into the annual budget.~~
- (5) The commission shall recommend a preliminary budget that balances facility revenue and expenses. The budget will include projected revenue, expenses, transfers, and capital improvements and shall be completed no later than June 30 of each year. ~~The budget shall be completed no later than November 1 of each year.~~
- (6) The commission shall annually provide a draft capital improvement plan to the city council that includes capital replacements, repairs, and additions. The plan shall project improvements over a rolling ten-year period. The capital plan shall be completed no later than November 1 of each year.
- (7) The commission shall review and recommend operational policies for the facility and review all policies at a minimum every two years.

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 17th day of November, 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



Request for Action

To
City Council

Item Number
4.7

Meeting Date
November 3, 2025

Prepared By
Zack Carlton, Community Development Director

Item Description
Resolution 25 - 64: Final Plat of Oakwater Ridge
First Addition

Reviewed by
Chris Leeseberg
Cal Portner
Tina Allard

Action Requested

Adopt Resolution 25-64 approving the final plat of Oakwater Ridge, subject to the following conditions.

1. Staff approval of all engineering, grading, utility, site, and landscape plans.
2. Park dedication shall be paid at an adjusted rate of \$1,000 per lot.
3. The Water Availability Charge shall be paid prior to releasing the final plat.
4. The developer shall convey outlots A, C, and O to the city prior to releasing the final plat.
5. Developer must coordinate the relocation or modification of overhead power lines and poles with Elk River Municipal Utilities (ERMU).
6. Prior to releasing the Final Plat for recording, the developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag.
7. Council approval of a Development Contract outlining the responsibilities of the developer and the city.
8. A letter of credit equal to 100% of the cost of the public improvements must be provided prior to releasing the plat for recording.
9. Upon completion of all public improvements and acceptance by the city, a security or warranty in a form acceptable to the public works director must be secured.
10. All wet stormwater basins require a 25-foot easement in accordance with setback and buffer requirements outlined in Sec. 30-1852. The buffer must be marked with approved signs.
11. Setback lines shown on all plans must reflect the 45-foot setback required for all wet ponds.
12. Trails and other features within the floodplain must comply with the floodplain ordinance standards.
13. All temporary dead ends must include signage stating "Future Through Street" and a temporary cul-de-sac when the street will have driveway access.
14. The developer and the city must design and install access improvements at Highway 10 and 165th Ave to support the traffic needs of the proposed development.
15. Any item or condition found that indicates the site is likely to yield information important to pre-history or history shall be reported to the city immediately. Furthermore, the city reserves the right to halt work authorized for its approval until the site has been properly investigated and the work is authorized.

The Elk River Vision

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



Background/Discussion

The applicant, Capstone Homes, is seeking approval for their first phase of Oakwater Ridge. This phase will consist of 89 single-family lots, ranging in size from 50 feet to 100 feet wide, and will establish the primary entrance into the subdivision off Highway 10. This intersection is still under development in partnership between the City of Elk River and the developer and is expected to be constructed in late 2026.

This first addition also includes the two-acre city park on the top of the bluff and ties into the association-maintained park along the river. The existing billboards will be removed by the time construction begins. The city has issued the permits for the billboards planned to move from the south side of Highway 10 to the north side. That work is expected to be completed before the end of the year.

Staff and the developer are working to finalize the language for a development agreement that outlines the responsibilities and costs for this project. There are a few remaining items for discussion, specifically the issuance of Certificates of Occupancy and Building Permits. This may come back for City Council discussion at a later date.

Financial Impact

None

Mission/Policy/Goal

Support the growth and development of the community.
Opportunity to live, work, and play.

Attachments

1. Location Map
2. Grading and Development Plans dated September 5, 2025
3. Oakwater Ridge Final Plat
4. Final Plat Resolution



Project Location Map

Capstone

Final Plat

Case No: P 25-21

OAKWATER RIDGE
GRADING, DEVELOPMENT AND
EROSION CONTROL PLAN
ELK RIVER, MINNESOTA

U.S. HIGHWAY NO. 10
(AKA. HIGHWAY NO. 52 & 169)

MISSISSIPPI RIVER

MINNESOTA HISTORICAL SOCIETY
(Oliver Kelley Farm)

VICINITY MAP
NOT TO SCALE

SHEET INDEX
1. COVER
2. GRADING INDEX
3-13. GRADING, DEVELOPMENT &
EROSION CONTROL PLAN
14-17 DETAILS

0 100 200 400

VICINITY MAP
NOT TO SCALE

1. COVER
2. GRADING INDEX
- 3-13. GRADING, DEVELOPMENT &
EROSION CONTROL PLAN
- 14-17 DETAILS



1. Minnesota Department of Transportation
Geodetic GSD Station No. 30561 (MnDot
Name Q 257) - Elevation 893.57 ft.
(NAVD88)
2. Minnesota Department of Transportation
Geodetic GSD Station No. 30498 (MnDot
Name K 257) - Elevation 894.067 ft.
(NAVD88)



The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of C/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."



CARLSON
ENGINEERING

ENGINEERING
SURVEYING
PLANNING

2000-2001
BLAINE, MN 55440
TEL 763.480.3800
FAX 763.480.7000
2000-2001

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofiak, P.E.
Signature: Brian J. Krystofiak
Date: 9/5/25 License #: 25063

Drawn: LC
Designed: BJK
Date: 9/5/25

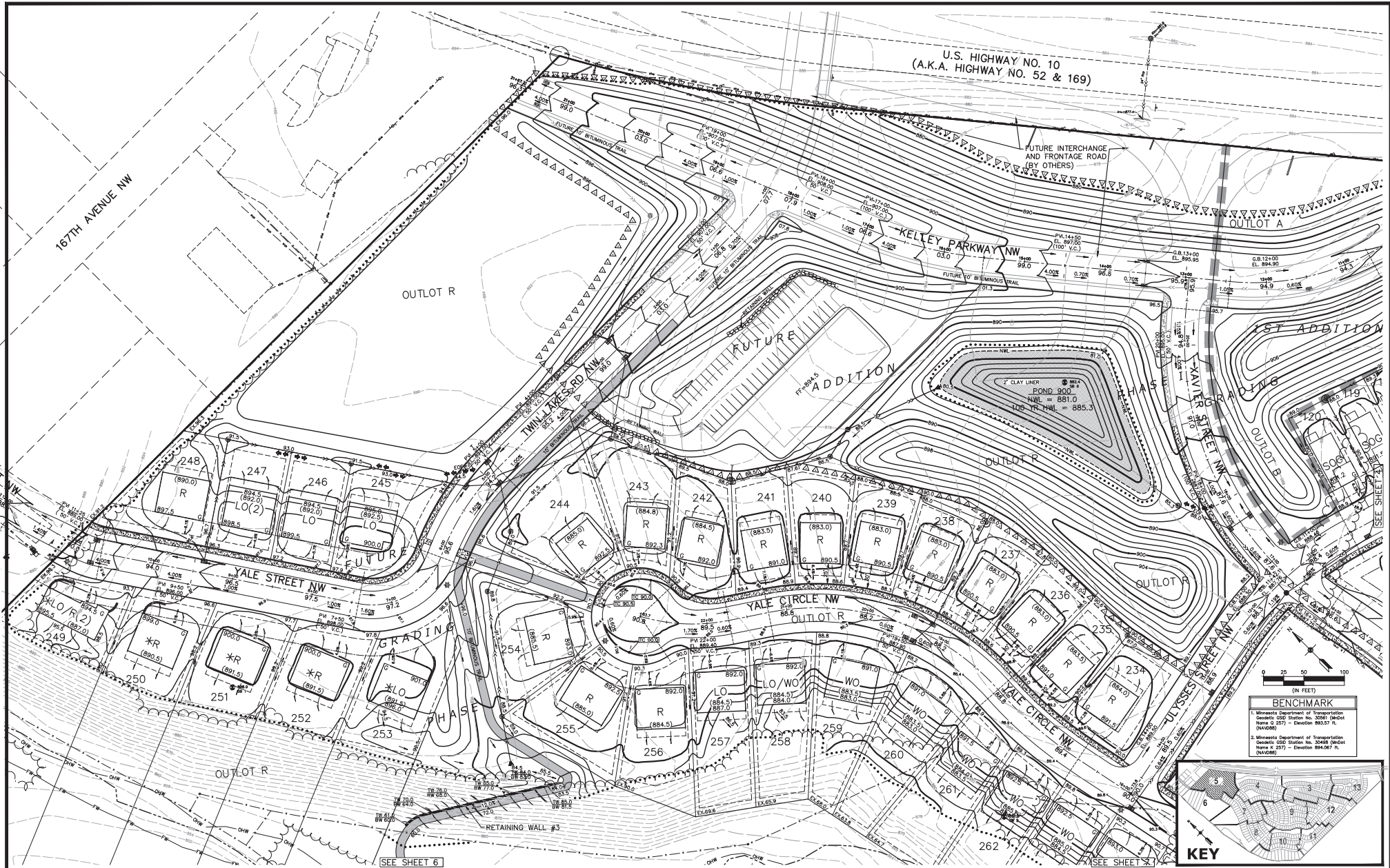
Revisions:
1. 9/25/25 - Bid Set

OAKWATER RIDGE
Elk River, MN

GRADING COVER

1 of 17

#9556



**CARLSON
ENGINEERING**

**GRADING, DEVELOPMENT
& EROSION CONTROL PLANS**

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am a duly
Licensed Professional Engineer under
the laws of the State of Minnesota

Print Name: Brian J. Krystofek, P.E.
Signature: *Brian J. Krystofek*
Date: 9/5/25 License #: 22063

Drawn: LC
Designed: BJK
Date: 9/5/25

Revisions:
1. 9/25/25 - Bid Set

ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd. NW, Suite 400
Ramsey, MN 55303

OAKWATER RIDGE
Elk River, MN

**GRADING, DEVELOPMENT
& EROSION CONTROL PLAN**

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of
17

#9556



MISSISSIPPI RIVER
(DATA FOR FLOOD PROTECTION OF FARM FLOOD INSURANCE NOT FURNISHED BY THE STATE)
(10 YEAR HWL (10 YR HWL) FLOODPLAIN FLOODWAY ELEV. = 857.5
(100 YEAR HWL OF FARM FLOOD INSURANCE STUDY) = 861.0



BENCHMARK
1. Minnesota Department of Transportation
Geodetic CSD Station No. 3048 (Nodot
Name G 237) - Elevation 893.57 ft.
(NAD83)
2. Minnesota Department of Transportation
Geodetic CSD Station No. 3048 (Nodot
Name G 237) - Elevation 894.97 ft.
(NAD83)



 CARLSON ENGINEERING SURVEYING PLANNING	DESIGNER'S CERTIFICATION I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Signature: <i>[Signature]</i> Date: 9/5/25 License #: 22063	Print Name: Brian J. Krystofak, P.E. Drawn: LC Designed: BJK Date: 9/5/25	Revision: 1. 9/25/25 - Bid Set	ELK RIVER 648-1 LAND, LLC 14015 Sunfish Lake Blvd. NW, Suite 400 Ramsey, MN 55303	OAKWATER RIDGE Elk River, MN	GRADING, DEVELOPMENT & EROSION CONTROL PLAN	6 of 17
				#9556			



GRADING, DEVELOPMENT & EROSION CONTROL PLAN

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Brian J. Krystofek, P.E.
 Signature: *Brian J. Krystofek*
 Date: 9/5/25 License #: 22063

Drawn: LC
 Designed: BM
 Date: 9/5/25

Revised: 1. 9/25/25 - Bid Set

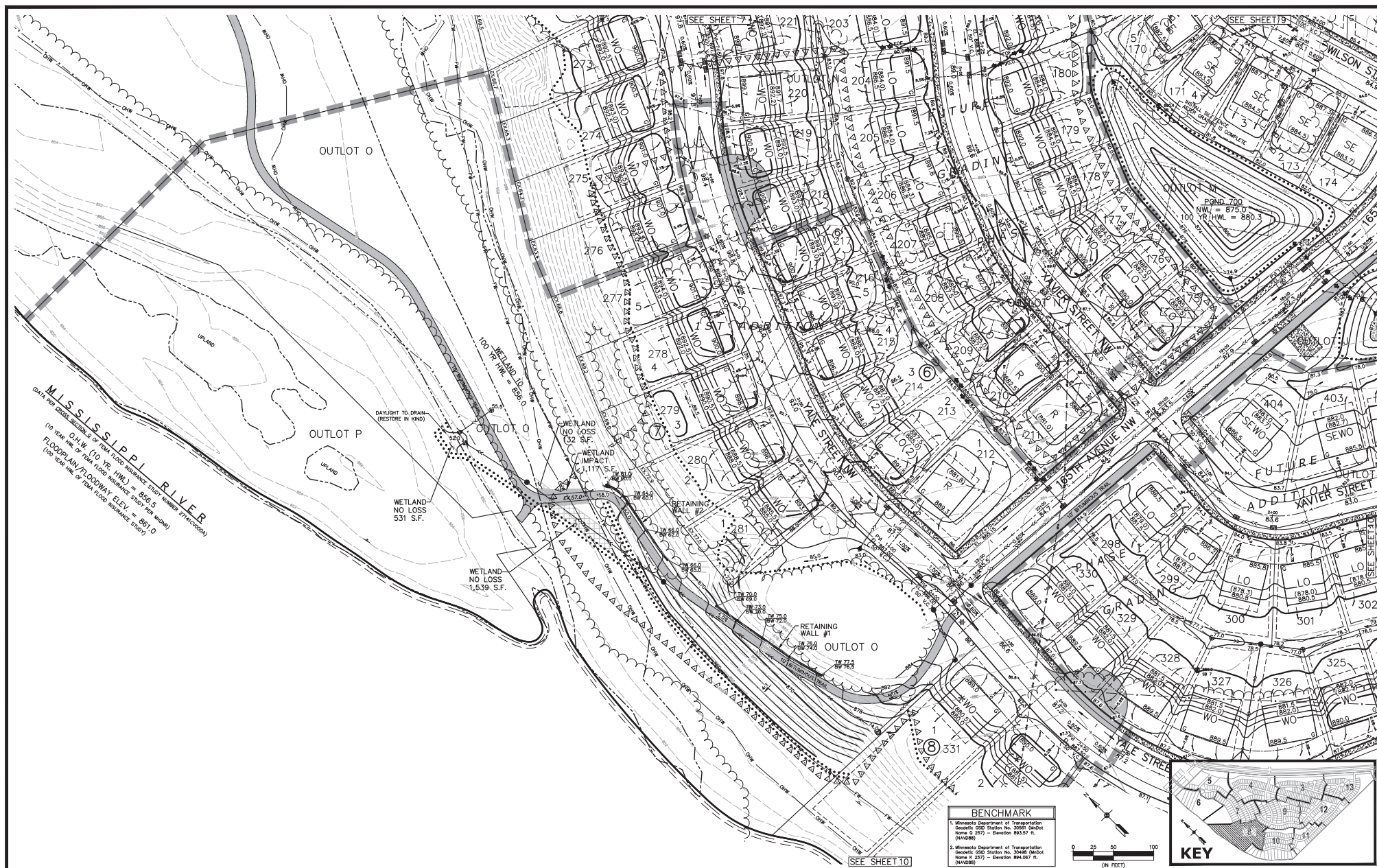
ELK RIVER 648-1 LAND, LLC
 14015 Sunfish Lake Blvd. NW, Suite 400
 Ramsey, MN 55303

OAKWATER RIDGE
 Elk River, MN

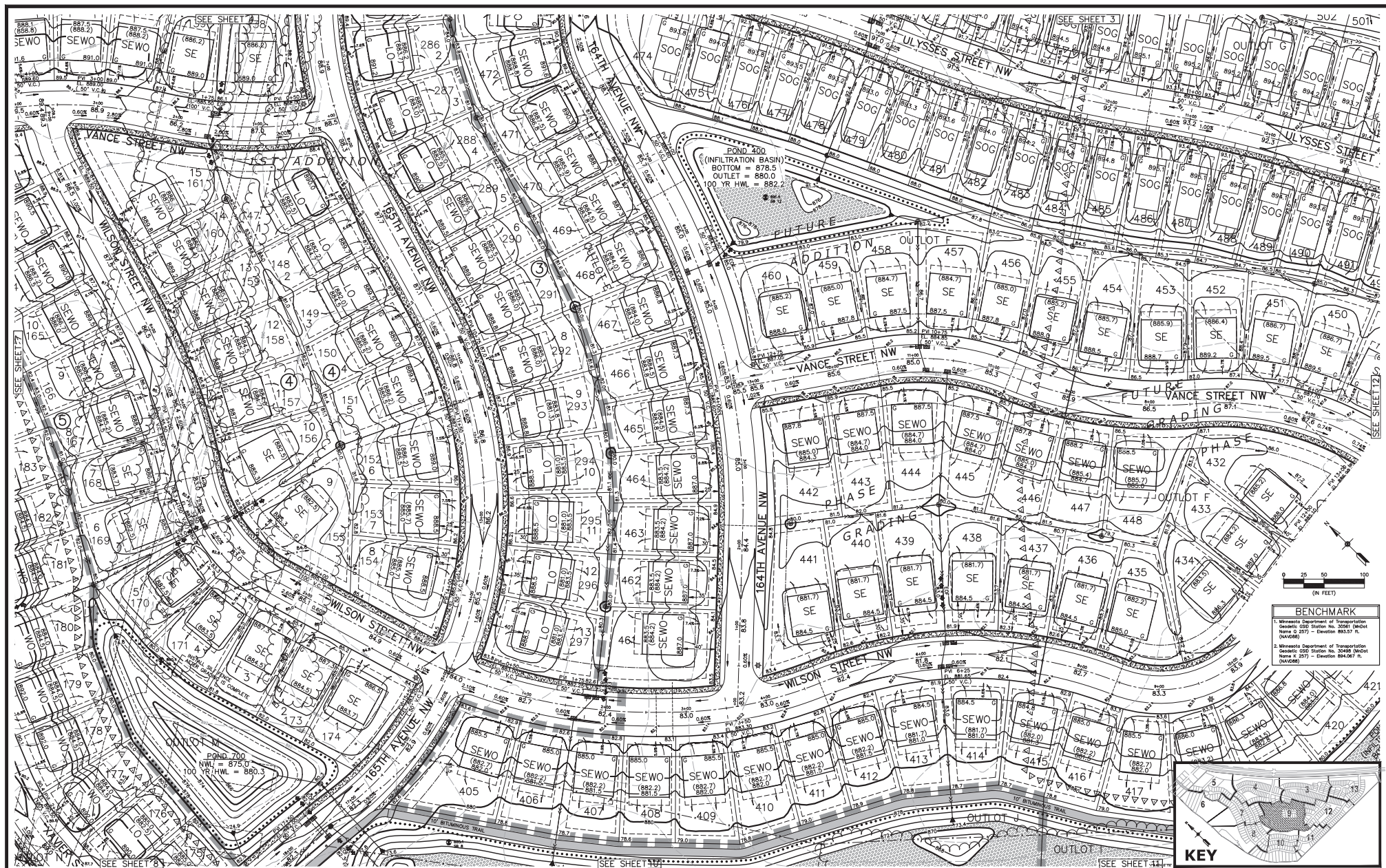
GRADING, DEVELOPMENT & EROSION CONTROL PLAN

7 of 17

#9556



	DESIGNER'S CERTIFICATION I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Date: 9/5/25 License #: 20063	Print Name: Brian J. Krystofak, P.E. Signature: <i>Brian J. Krystofak</i> Date: 9/5/25 License #: 20063	Drawn: LC Designed: BJK Date: 9/5/25	Revision: 1. 9/25/25 - Bid Set	ELK RIVER 648-1 LAND, LLC 14015 Sunfish Lake Blvd. NW, Suite 400 Ramsey, MN 55303	OAKWATER RIDGE Elk River, MN	GRADING, DEVELOPMENT & EROSION CONTROL PLAN	8 of 17
					#9556			



**CARLSON
ENGINEERING**
CONSULTING
ENGINEERS
PLANNERS

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am a duly
licensed professional engineer under
the laws of the State of Minnesota

Print Name: Brian J. Krystofek, P.E.
Signature: *Brian J. Krystofek*
Date: 9/5/25 License #: 22063

Drawn: LC
Designed: BM
Date: 9/5/25

Revised:
1. 9/25/25 - Bid Set

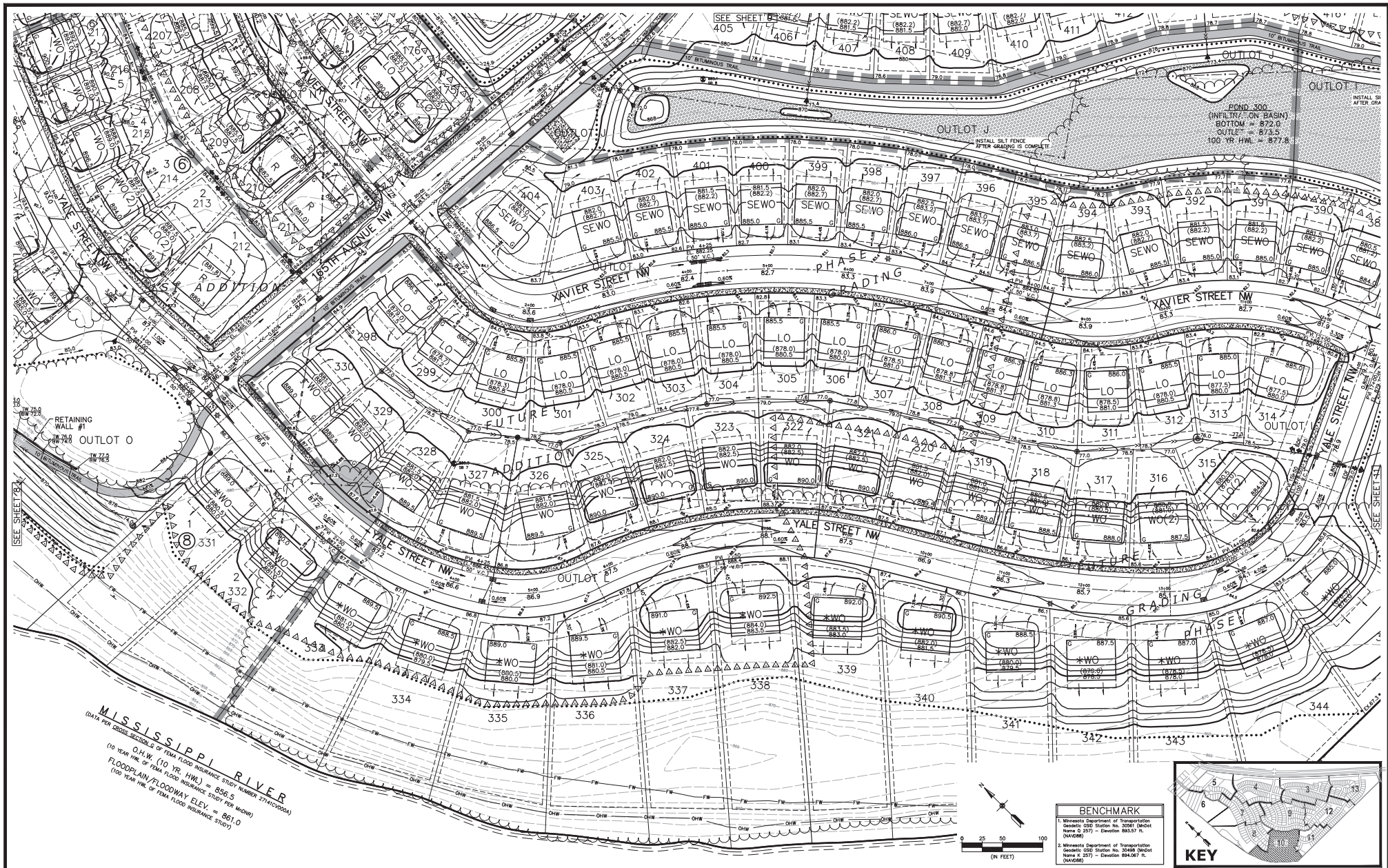
ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd. NW, Suite 400
Ramsey, MN 55303

OAKWATER RIDGE
Elk River, MN

**GRADING, DEVELOPMENT
& EROSION CONTROL PLAN**

9
of
17

#9556



CARLSON ENGINEERING
 16500 Highway 101
 Elk River, MN 55005
 (763) 881-1111
 www.carlson-engineering.com

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofak, P.E.
 Signature: *B. Krystofak*
 Date: 9/5/25 License #: 22063

Drawn: LC
 Designed: BJK
 Date: 9/5/25

Revised: 1. 9/25/25 - Bid Set

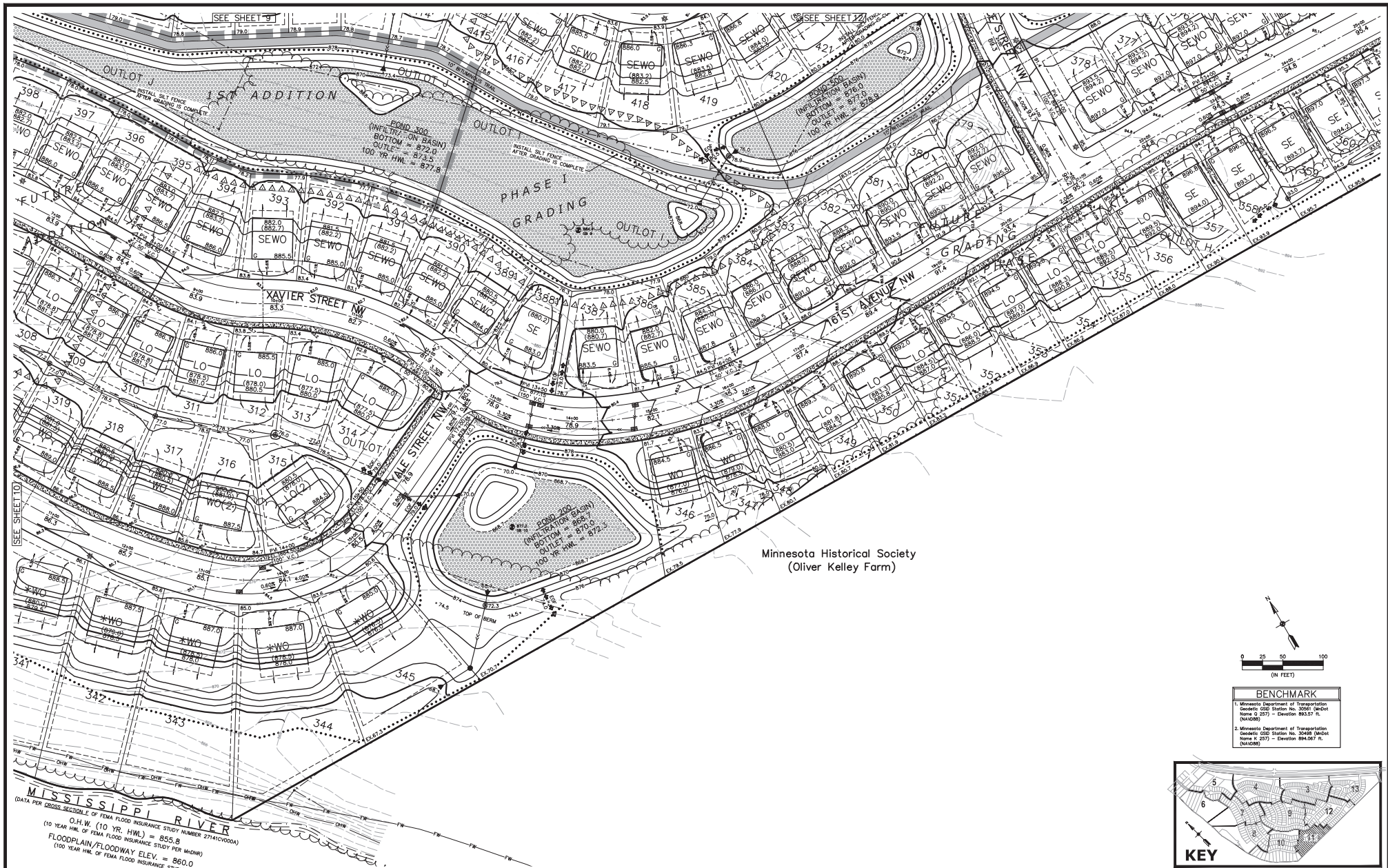
ELK RIVER 648-1 LAND, LLC
 14015 Sunfish Lake Blvd, NW, Suite 400
 Ramsey, MN 55303

OAKWATER RIDGE
 Elk River, MN

**GRADING, DEVELOPMENT
 & EROSION CONTROL PLAN**

10 of 17

#9556



DESIGNER
BRUCE J. KRISTOFAS, P.E.
14015 SUNFISH LAKE BLVD. NW, SUITE 400
RAMSEY, MN 55303
(763) 444-1555
BRUCE@ELK-RIVER-648-1.LLC

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Bruce J. Kristofas, P.E.
Signature: *B. Kristofas*
Date: 9/5/25 License #: 22063

Drawn: LC
Designed: BKM
Date: 9/5/25

Revised: 1. 9/25/25 - Bid Set

ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd. NW, Suite 400
Ramsey, MN 55303

OAKWATER RIDGE
Elk River, MN

GRADING, DEVELOPMENT
& EROSION CONTROL PLAN

11
of
17

#9556



DESIGNER'S CERTIFICATION
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Date: 9/5/25 License #: 22063

Print Name: Brian J. Krystofak, P.E.
Signature: [Signature]
Date: 9/5/25 License #: 22063

Drawn: LC
Designed: BM
Date: 9/5/25

Revised: 1. 9/25/25 - Bid Set

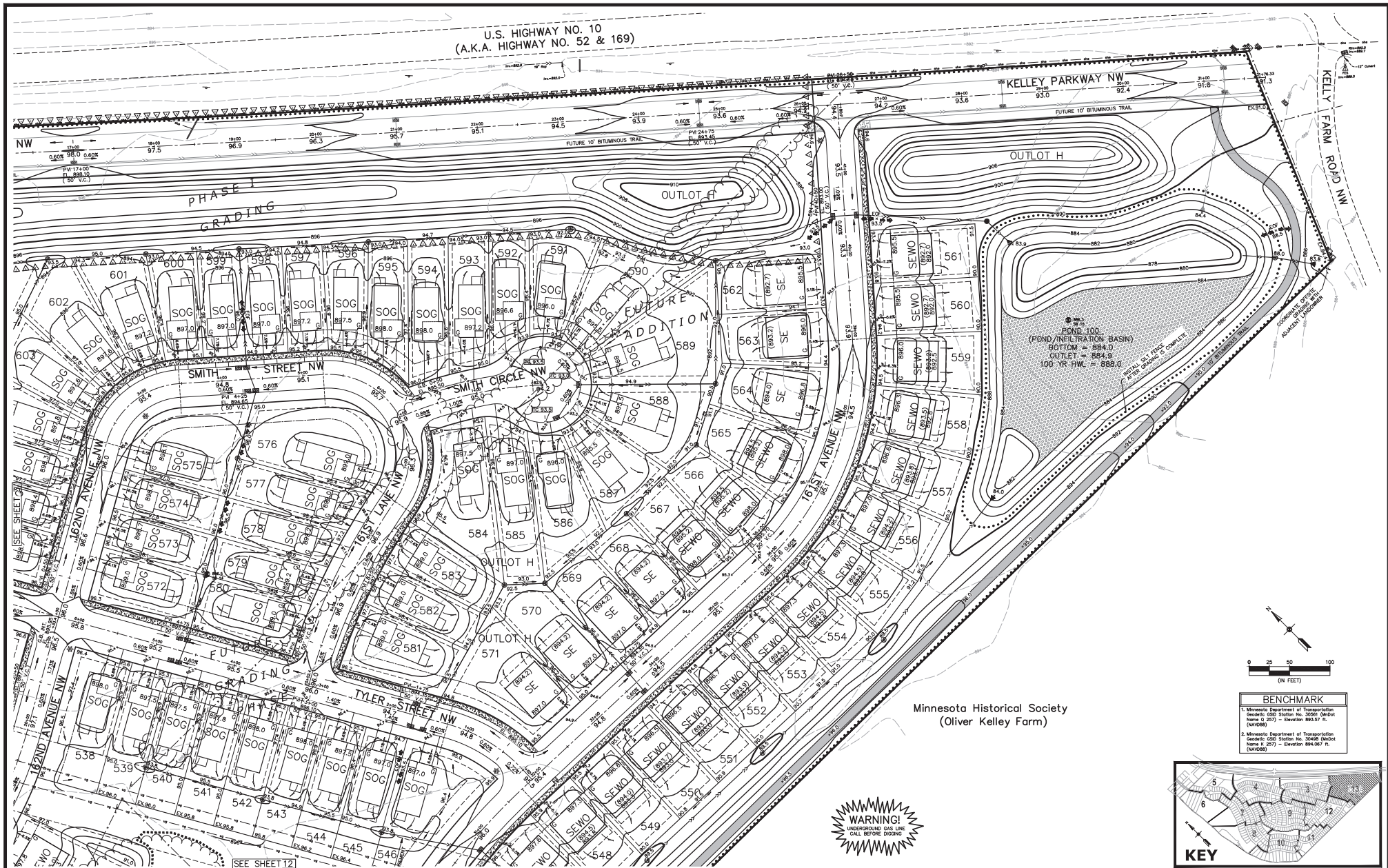
ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd. NW, Suite 400
Ramsey, MN 55303

OAKWATER RIDGE
Elk River, MN

**GRADING, DEVELOPMENT
& EROSION CONTROL PLAN**

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of
17

#9556



GRADING, DEVELOPMENT & EROSION CONTROL PLAN

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Print Name: Brian J. Krystofek, P.E.
Signature: *Brian J. Krystofek*
Date: 9/5/25 License #: 22063

Drawn: LC
Designed: BJK
Date: 9/5/25

ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd. NW, Suite 400
Ramsey, MN 55303

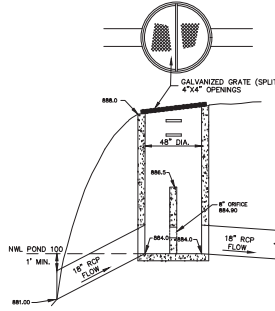
OAKWATER RIDGE
Elk River, MN

GRADING, DEVELOPMENT & EROSION CONTROL PLAN

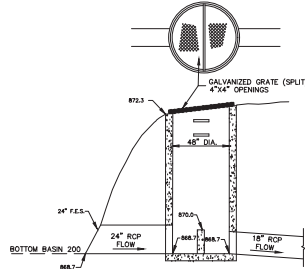
13 of 17

#9556

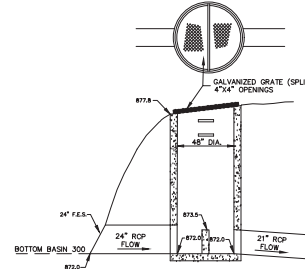
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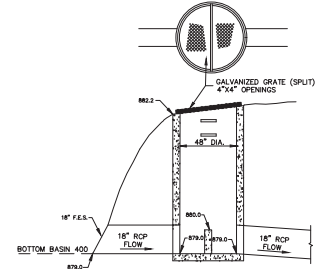
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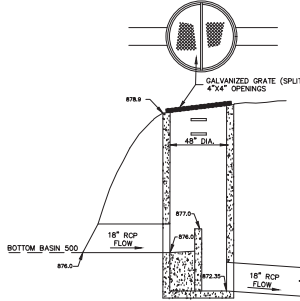
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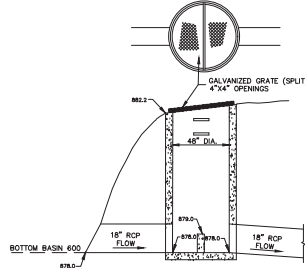
OUTLET CONTROL STRUCTURE POND 400



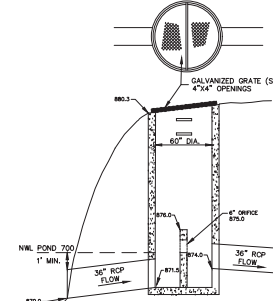
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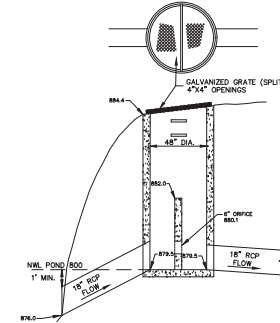
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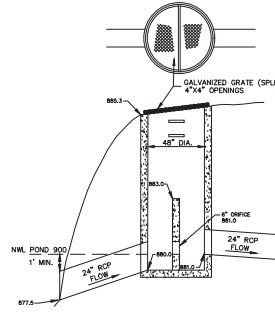
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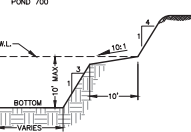
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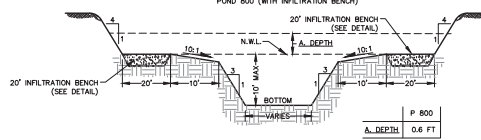
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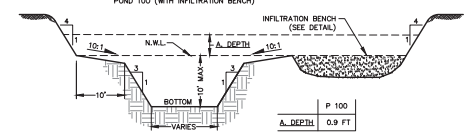
TYPICAL POND SECTION



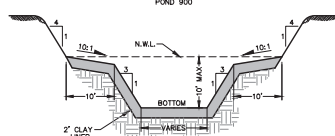
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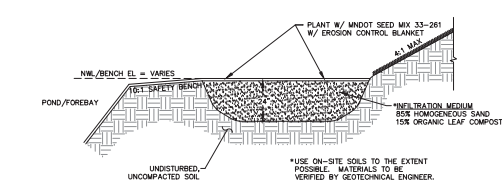
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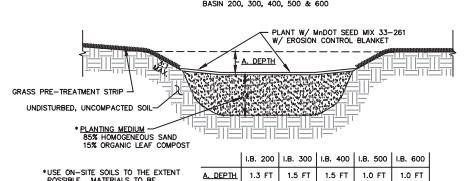
TYPICAL POND SECTION (W/LINER)



INFILTRATION BENCH



INFILTRATION BASIN



DESIGN/CONSTRUCTION
SURVEYING
PLANNING

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Print Name: Brian J. Krystofek, P.E.
Signature: *Brian J. Krystofek*
Date: 8/5/25 License #: 22063

Drawn: LC
Designed: BJK
Date: 8/5/25

Revised:
1. 9/25/25 - Bid Set

ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd, NW, Suite 400
Ramsey, MN 55303

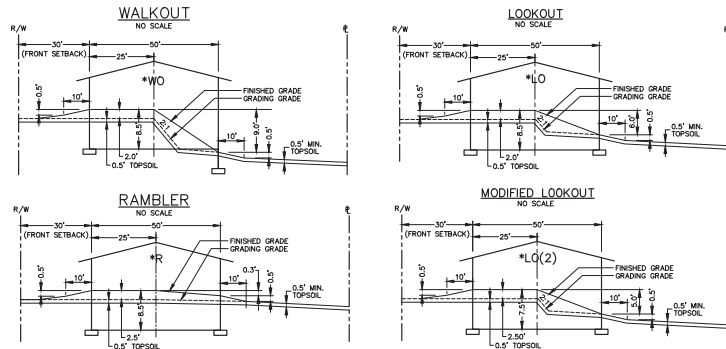
OAKWATER RIDGE
Elk River, MN

DETAILS

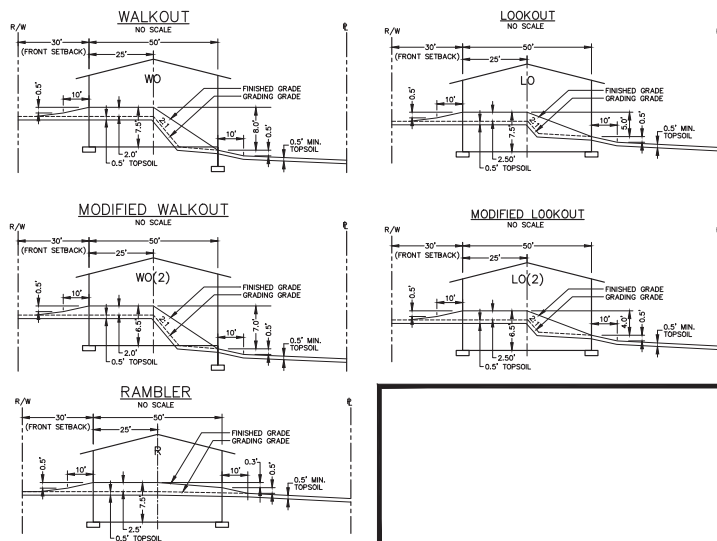
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of
17

#9556

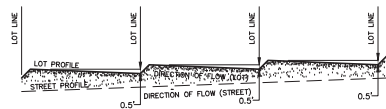
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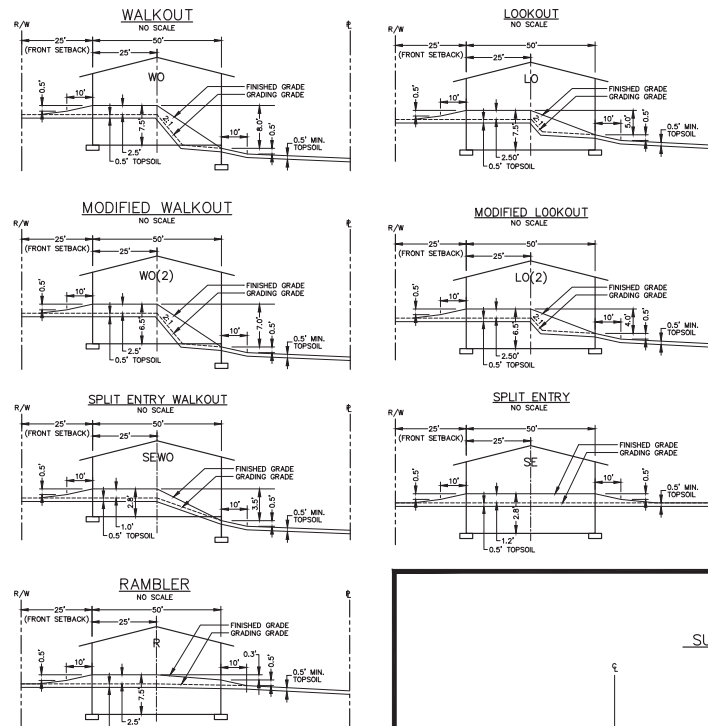
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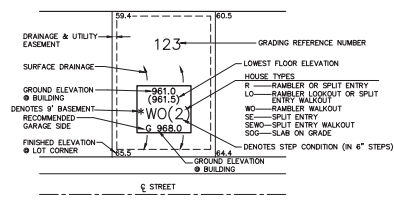
LOT BENCHING DETAIL



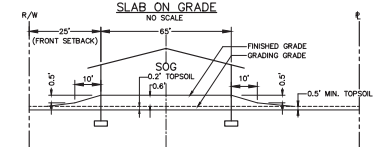
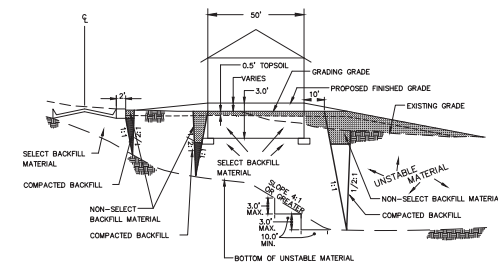
138-244, 282-314, 346-473, & 547-571



GRADING PLAN LOT KEY



50 DETACHED TOWNHOME LOTS
101-137, 474-546, & 572-636

SUBGRADE CORRECTION

JENNIFER H. HART - JENNIFER.HART@NYSJUDS.COURTS.NY.GOV
 CLERK OF THE COURT
 CLARK, NY 12540
 TEL. 762.400.7000
 FAX 762.400.7000
 2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-279

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Print Name: Brian J. Krystofisk, P.E.
Signature: Brian J. Krystofisk
Date: 9/5/25 License #: 25063

Drawn: LC
Designed: BJK
Date: 9/5/25

Revisions:
1. 9/25/25 - Bid Set

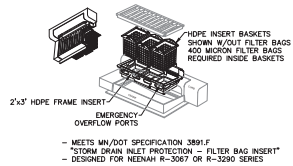
ELK RIVER 648-1 LAND, LLC
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Elk River, MN

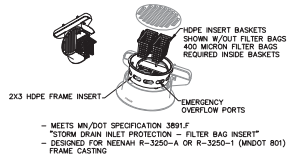
DETAILS

15 of 17

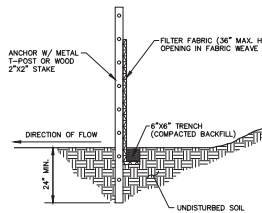
INFRASAFE – 2'x3' DEBRIS COLLECTION DEVICE AS MANUFACTURED BY ROYAL ENVIRONMENTAL SYSTEMS



INFRASAFE – 27" DEBRIS COLLECTION DEVICE AS MANUFACTURED BY ROYAL ENVIRONMENTAL SERVICES



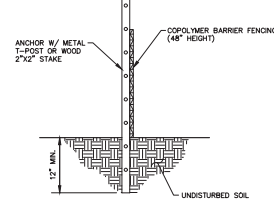
SILT FENCE



NOTES:

1. DIG A 6"x6" TRENCH ALONG THE INTENDED SILT FENCE LINE.
2. DRIVE ALL ANCHOR POSTS INTO THE GROUND AT THE DOWNHILL SIDE OF THE TRENCH.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART.
4. LAY OUT SILT FENCE ALONG THE UPHELL SIDE OF THE ANCHOR POSTS AND BACK FILL 6"x6" TRENCH.
5. SECURELY ATTACH SILT FENCE TO ANCHOR POSTS W/ MINIMUM OF THREE ATTACHMENTS PER POST.
6. SEE MN/DOT SPECIFICATIONS 2573 & 3086.

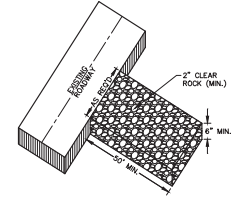
TREE FENCE



NOTES:

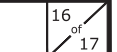
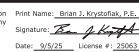
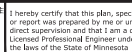
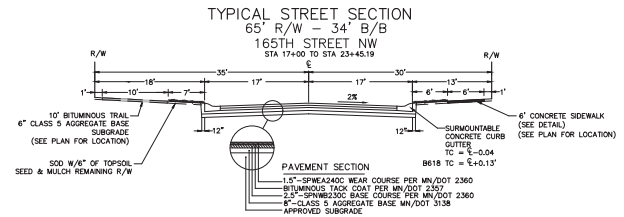
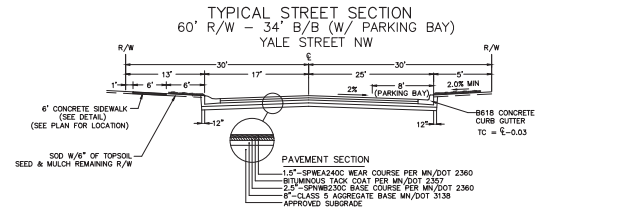
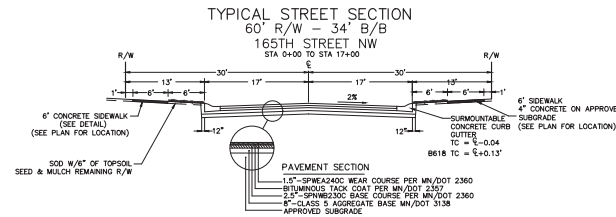
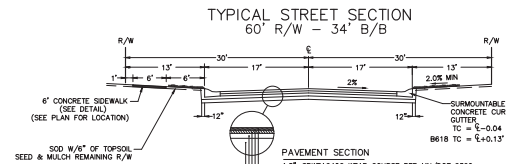
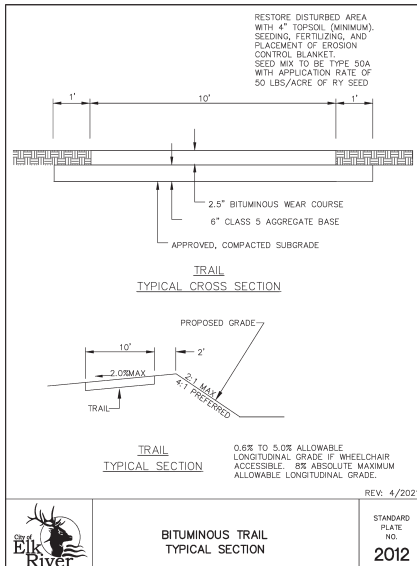
1. TREE FENCING SHALL BE PLACED A MINIMUM OF 1 FOOT PER CALIPER INCH OF TREE DIAMETER FROM TREES THAT IS/ARE TO BE SAVED.
2. ANCHOR POST MAY BE SPACED UP TO 10 FEET APART.
3. SECURELY ATTACH TREE FENCE TO ANCHOR POSTS W/ MINIMUM OF TWO ATTACHMENTS PER POST.
4. SEE MN/DOT SPECIFICATION 2572.

ROCK CONSTRUCTION ENTRANCE

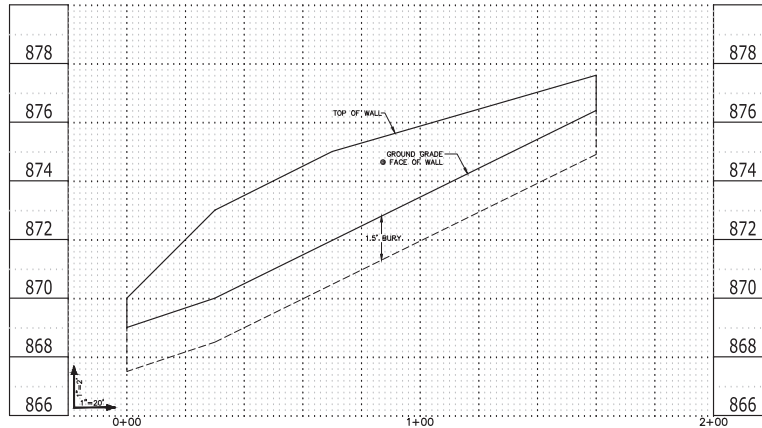


TURF ESTABLISHMENT

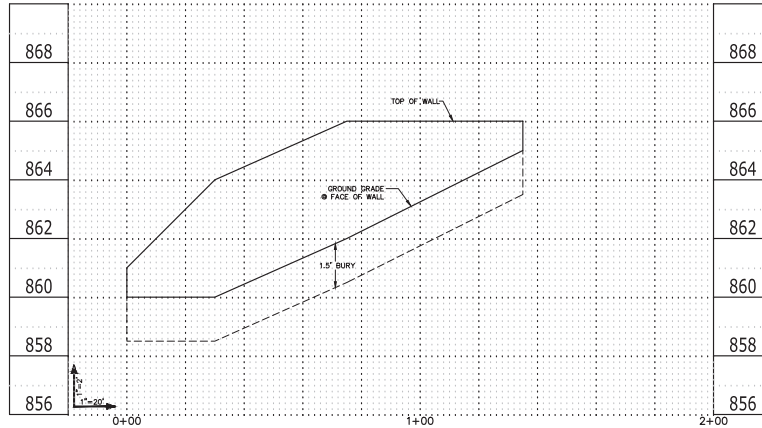
TURF ESTABLISHMENT SHALL APPLY TO ALL DISTURBED AREAS AND SHALL BE ACCORDING TO MN/DOT STANDARD SPECIFICATIONS FOR CONSTRUCTION (LATEST EDITION) EXCEPT AS NOTED BELOW.
TURF ESTABLISHMENT SHALL OCCUR AS SOON AS POSSIBLE BUT IN NO CASE MORE THAN 7 DAYS.
SEED: MN/DOT MIXTURE 25-141 AT 60 POUNDS PER ACRE.
DORMANT SEED: SHALL BE APPLIED AT TWICE THE NORMAL RATE AFTER NOVEMBER 1ST.
MULCH: TYPE 1 AT 2 TONS PER ACRE (DISK ANCHORED).
FERTILIZER: TYPE 1 10-10-10 AT 200 POUNDS PER ACRE.



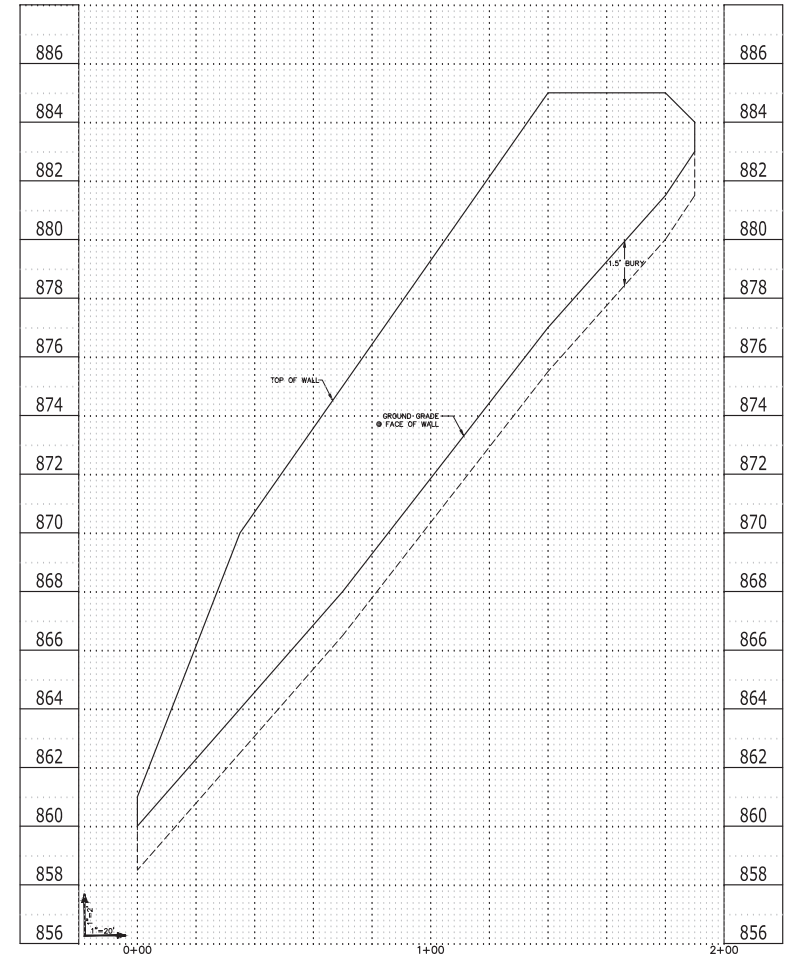
MODULAR RETAINING WALL #1
(615 SF)



MODULAR RETAINING WALL #2
(400 SF)



MODULAR RETAINING WALL #3
(1,415 SF)



IMPORTANT NOTICE
THIS PLAN, SPECIFICATION
OR REPORT WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA

I hereby certify that this plan, specification
or report was prepared by me or under my
direct supervision and that I am a duly
Licensed Professional Engineer under
the laws of the State of Minnesota

Print Name: Brian J. Krystofek, P.E.
Signature: *Brian J. Krystofek*
Date: 9/5/25 License #: 26063

Drawn: LC
Designed: BJK
Date: 9/5/25

Revisions:
1. 9/25/25 - Bid Set

ELK RIVER 648-1 LAND, LLC
14015 Sunfish Lake Blvd. NW, Suite 400
Ramsey, MN 55303

OAKWATER RIDGE
Elk River, MN

DETAILS

17
of
17

#9556

OAKWATER RIDGE

KNOW ALL PERSONS BY THESE PRESENTS: That The Erwin Theodore Specht Trust Under Agreement dated April 6, 1977, fee owner of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

Those parts of the West Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 32, Range 26, Sherburne County, Minnesota, which lies Southwesterly of the Southwesterly Right of Way line of U.S. Highway No. 10 and Northwesterly of the Northwesterly Right of Way line of Kelley Farm Road N.W., both Right of Way lines per the recorded plat of Minnesota Department of Transportation Monumentation Plat 71-M2.

AND

Government Lot 1, and that part of the Southeast Quarter of Southwest Quarter, Section 11, Township 32, Range 26, Sherburne County, Minnesota, which lies Southwesterly of the Southwesterly right of way line of U.S. Highway No. 10, per the recorded plat of Minnesota Department of Transportation Monumentation Plat 71-M1.

And that The Doris I. Specht Revocable Trust Under Agreement dated September 14, 1999, fee owner of the following described property situated in the County of Sherburne, State of Minnesota, to wit:

Government Lot 3; Government Lot 4; and that part of the Northeast Quarter of the Northeast Quarter, all in Section 14, Township 32, Range 26, Sherburne County, Minnesota, which lies Southwesterly of the Southwesterly Right of Way line of U.S. Highway No. 10 per the recorded plat of Minnesota Department of Transportation Monument Plat 71-M2.

Have caused the same to be surveyed and platted as OAKWATER RIDGE and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said The Erwin Theodore Specht Trust Under Agreement dated April 6, 1977, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

THE ERWIN THEODORE SPECHT TRUST UNDER AGREEMENT DATED APRIL 6, 1977
By: Security Bank & Trust Co., Co-Trustee

By: _____
Marcus P. Hoffmann
Its: Executive Vice President-Trust

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Marcus P. Hoffmann, Executive Vice President-Trust of Security Bank & Trust Co., the Co-Trustee of The Erwin Theodore Specht Trust Under Agreement dated April 6, 1977, on behalf of said trust.

_____(Signed)
_____(Printed)
Notary Public, _____
My commission expires _____

In witness whereof said The Doris I. Specht Revocable Trust Under Agreement dated September 14, 1999, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

THE DORIS I. SPECHT REVOCABLE TRUST UNDER AGREEMENT DATED SEPTEMBER 14, 1999
By: Security Bank & Trust Co., Co-Trustee

By: _____
Marcus P. Hoffmann
Its: Executive Vice President-Trust

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Marcus P. Hoffmann, Executive Vice President-Trust of Security Bank & Trust Co., the Co-Trustee of The Doris I. Specht Revocable Trust Under Agreement dated September 14, 1999, on behalf of said trust.

_____(Signed)
_____(Printed)
Notary Public, _____
My commission expires _____

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

Dated this ____ day of _____, 20____.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____, by Thomas R. Balluff, Licensed Land Surveyor.

_____(Signed)
_____(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

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

CITY COUNCIL, CITY OF ELK RIVER, MINNESOTA

By: _____, Mayor
By: _____, Clerk

COUNTY SURVEYOR

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

Sherburne County Surveyor

COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

Sherburne County Auditor/Treasurer

COUNTY RECORDER

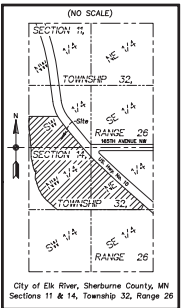
County of Sherburne, State of Minnesota

I hereby certify that this plat of OAKWATER RIDGE was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____M. and was duly recorded as Document Number _____.

Sherburne County Recorder

OAKWATER RIDGE

VICINITY MAP

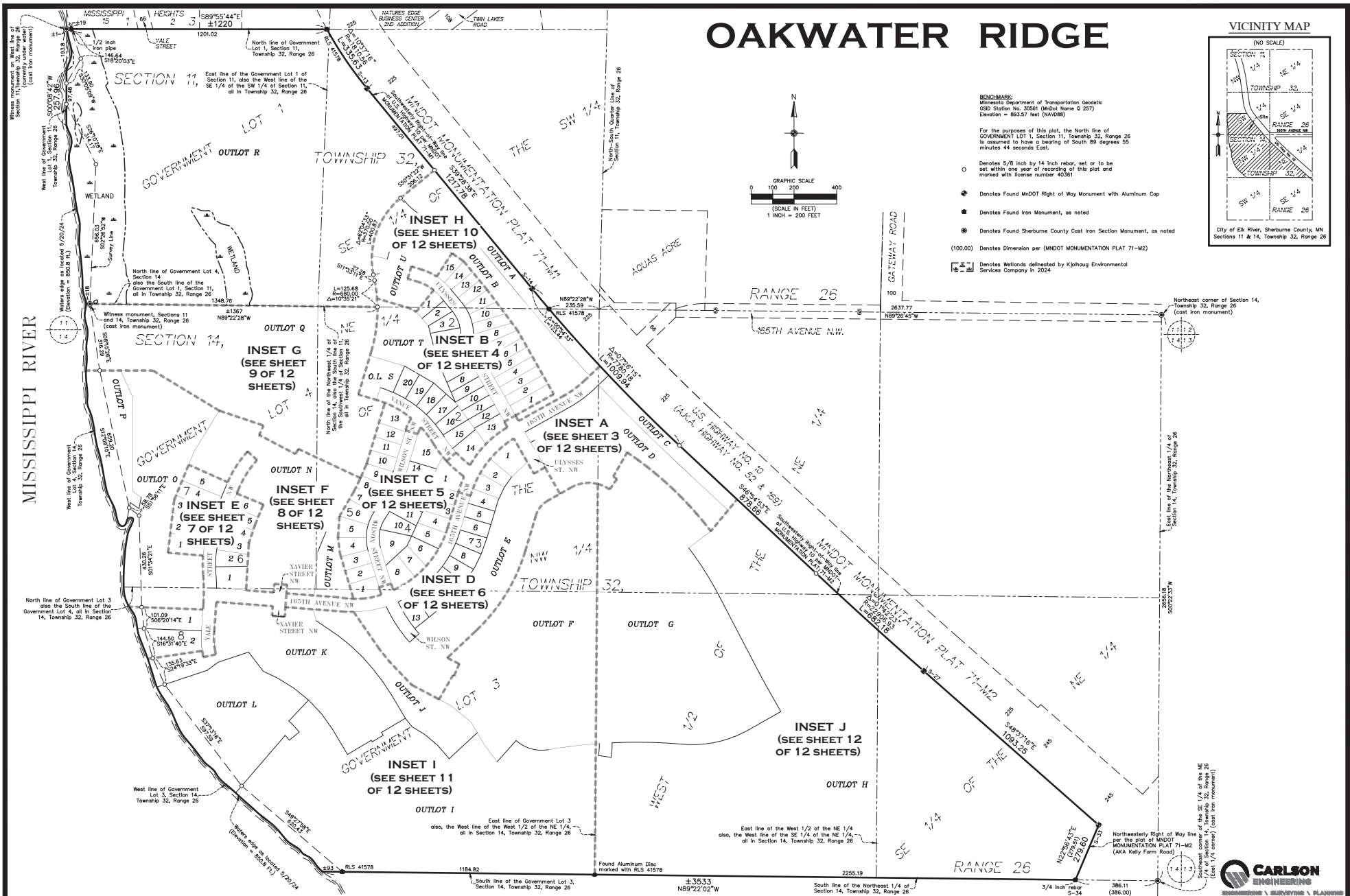
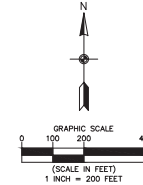


BENCHMARK

Minnesota Department of Transportation
GSD Station No. 30561 (Midol Home Q 257)
Elevation = 893.57 feet (NAVD83)

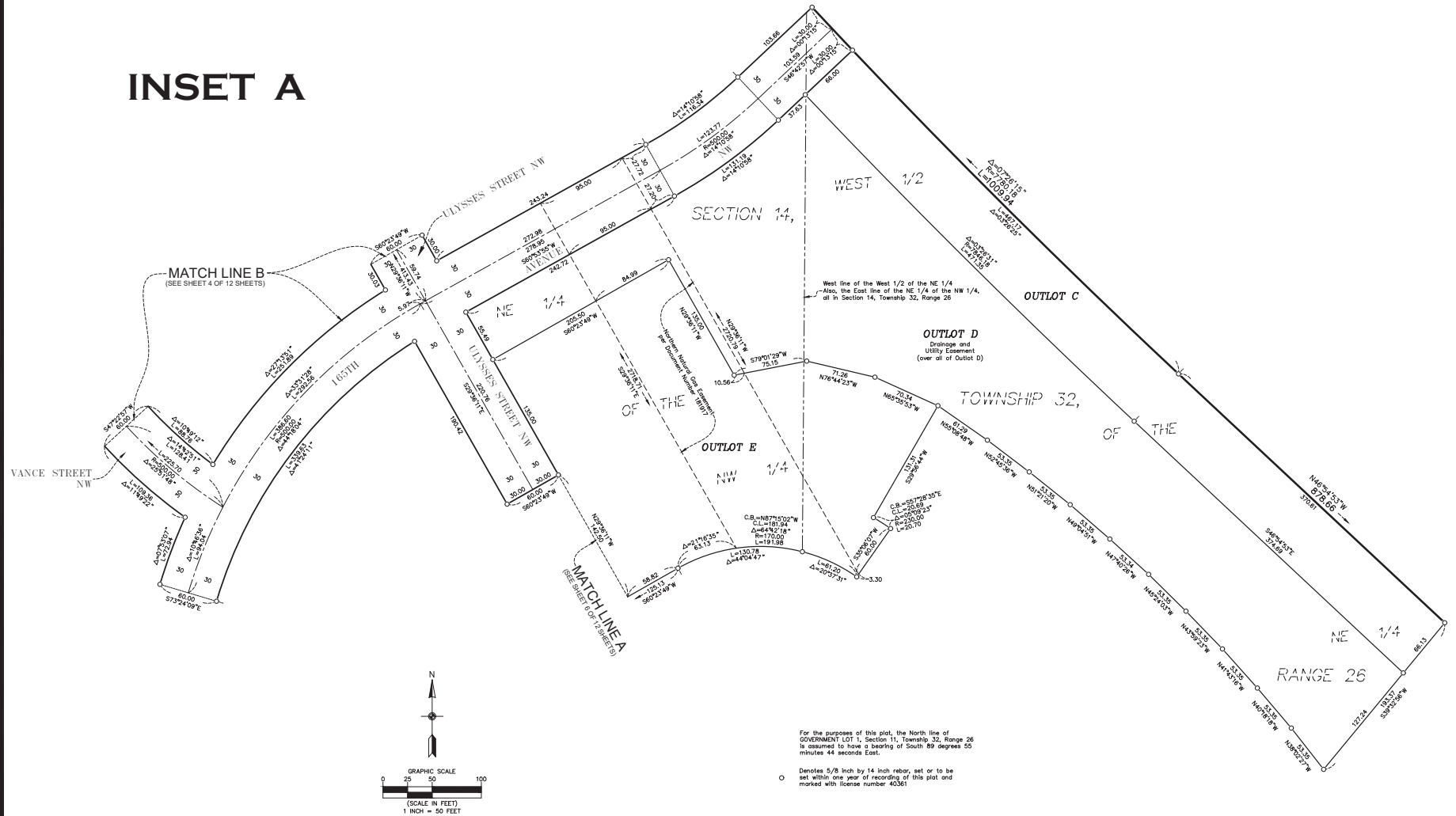
For the purposes of this plot, the North line of GOVERNMENT LOT 1, Section 11, Township 32, Range 26 is assumed to have a bearing of South 89 degrees 50 minutes 44 seconds East.

- Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plot and marked with license number 40361
- ◆ Denotes Found Midot Right of Way Monument with Aluminum Cap
- Denotes Found Iron Monument, as noted
- Denotes Found Sherburne County Cast Iron Section Monument, as noted
- (100.00) Denotes Dimension per (MNDOT MONUMENTATION PLAT 71-M2)
- Denotes Wetlands delineated by Kjaahug Environmental Services Company in 2024

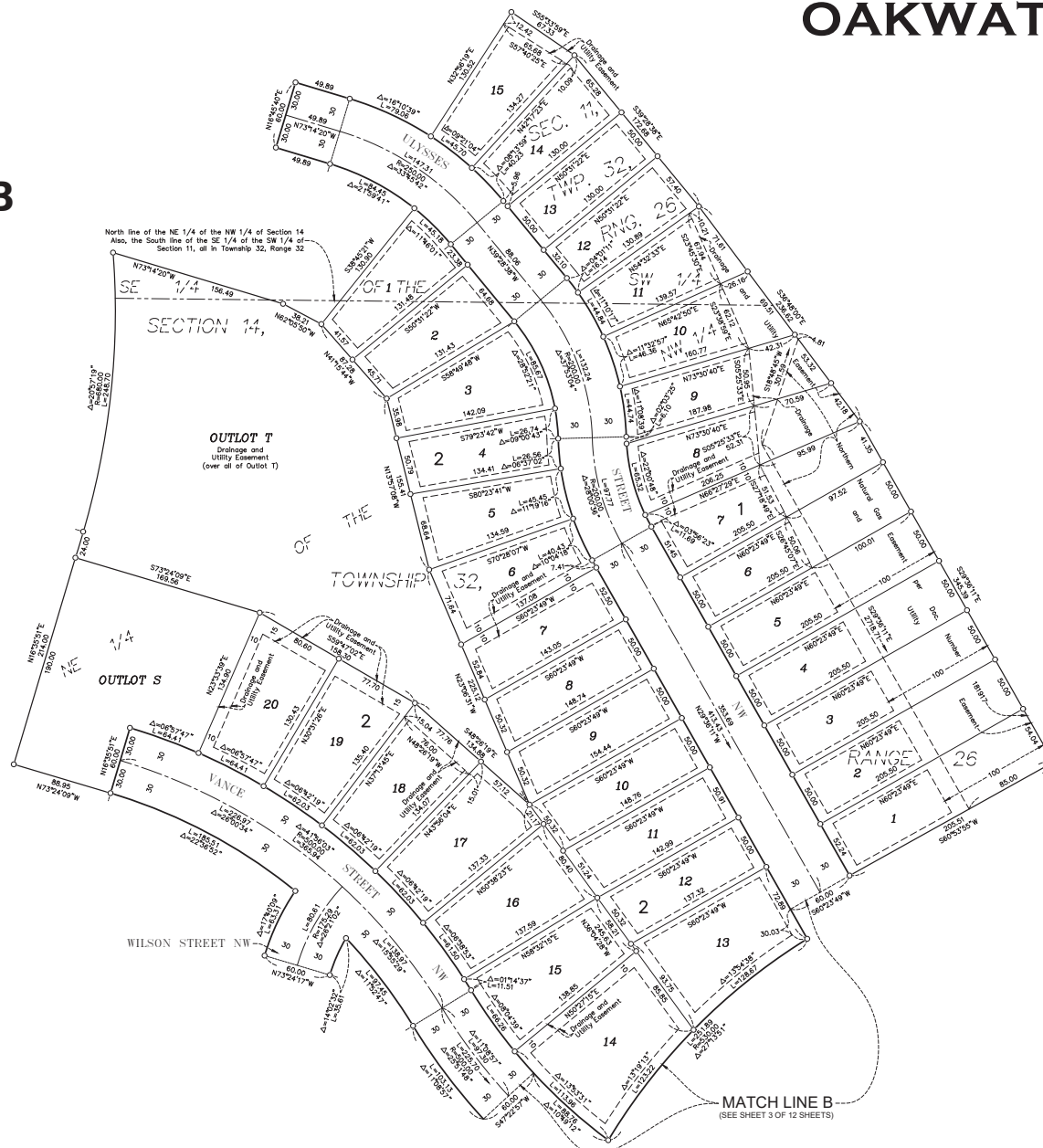


OAKWATER RIDGE

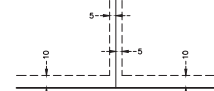
INSET A



INSET B



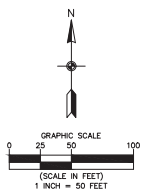
DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

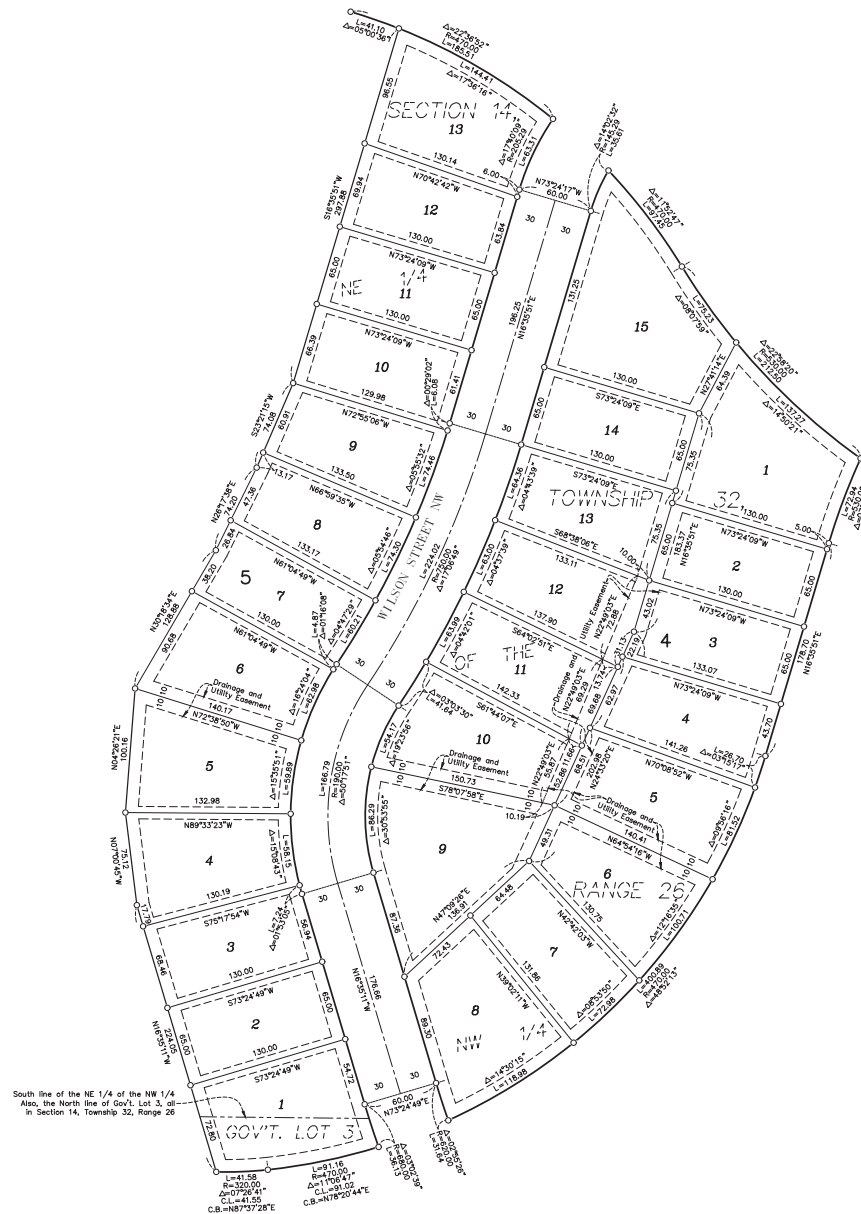
For the purposes of this plat, the North line of GOVERNMENT LOT 1, Section 11, Township 32, Range 26 is assumed to have a bearing of South 89 degrees 55 minutes 44 seconds East.

○ Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361

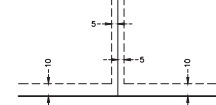


CARLSON
ENGINEERING
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INSET C



DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



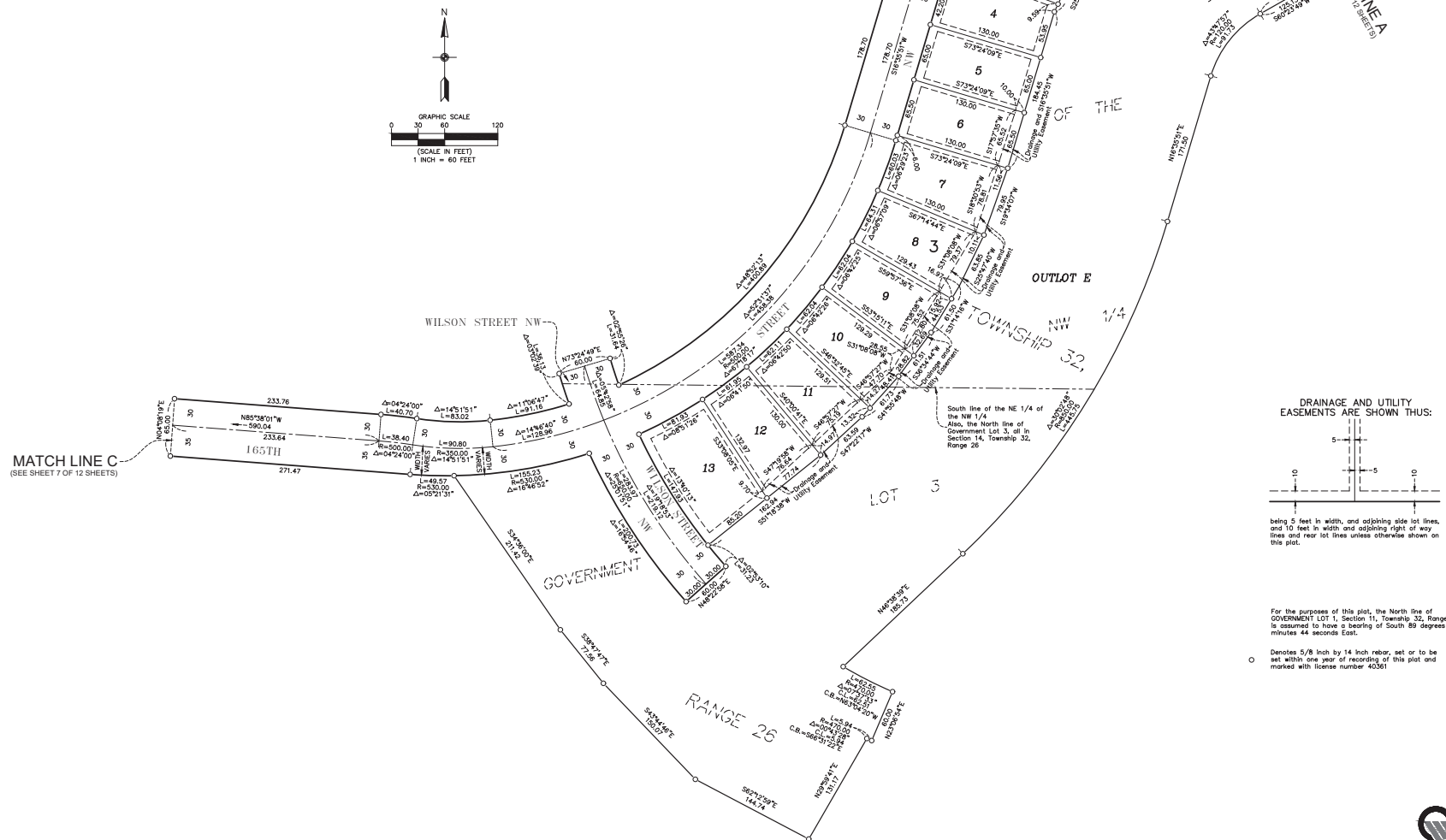
being 5 feet in width, and adjoining side lot lines, and 10 feet in width and adjoining right of way lines and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat, the North line of GOVERNMENT LOT 1, Section 11, Township 32, Range 26 is assumed to have a bearing of South 89 degrees 55 minutes 44 seconds East.

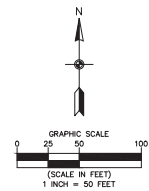
○ Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361

OAKWATER RIDGE

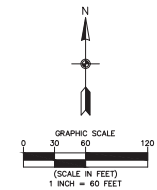
INSET D



INSET E



INSET F



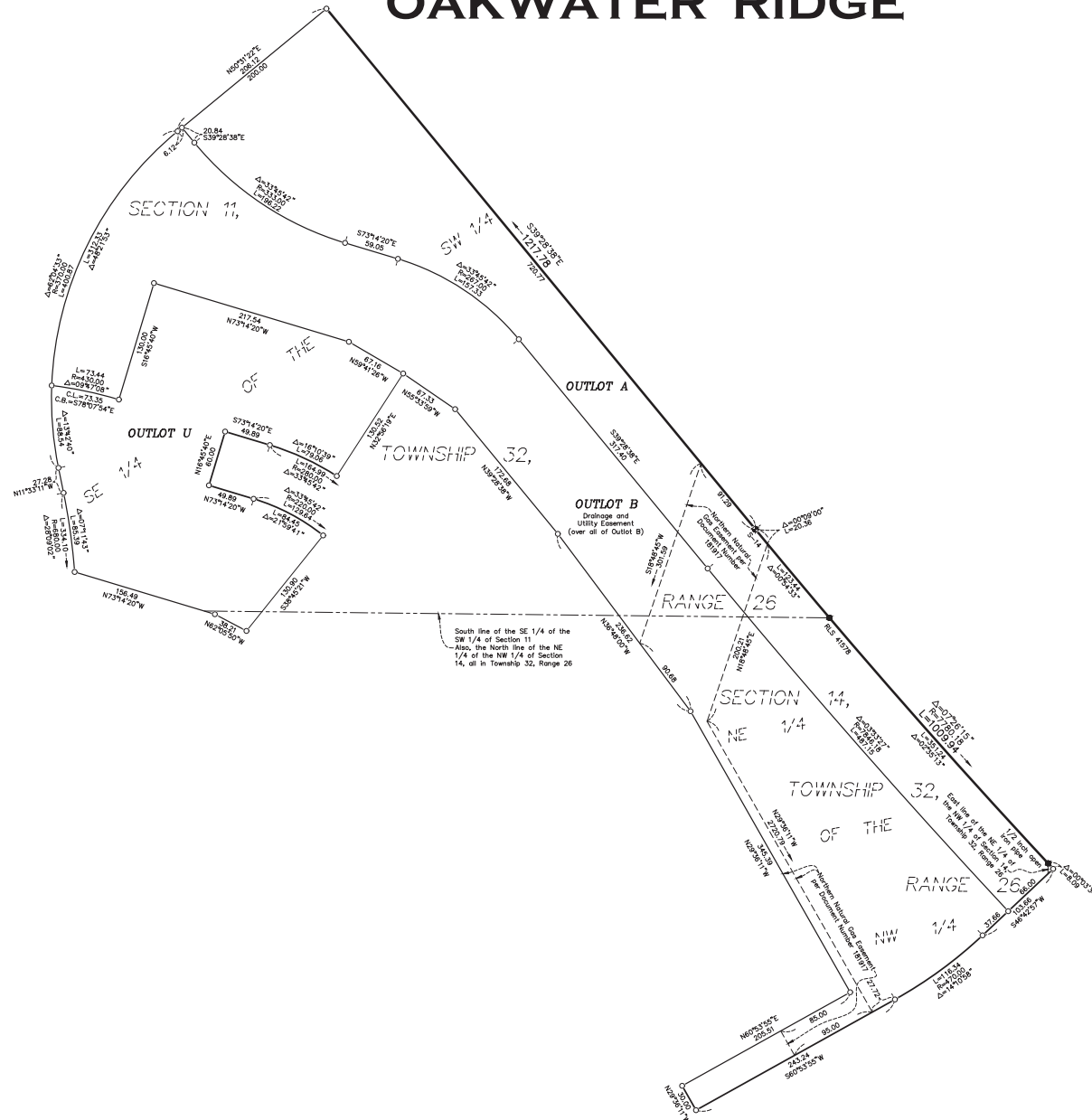
 Denotes Wetlands delineated by Kjolhaug Environmental Services Company in 2024

INSET G



OAKWATER RIDGE

INSET H



For the purposes of this plot, the North line of GOVERNMENT LOT 1, Section 11, Township 32, Range 26 is assumed to have a bearing of South 89 degrees 55 minutes 44 seconds East.

○ Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plot and marked with license number 40361

⊕ Denotes Found MnDot Right of Way Monument with Aluminum Cap

■ Denotes Found Iron Monument, as noted

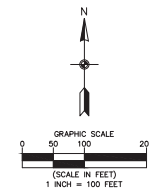
INSET I



INSET J

- Denotes 5/8 inch by 14 inch rebar, set or to be set within one year of recording of this plat and marked with license number 40361
- ⬢ Denotes Found MnDot Right of Way Monument with Aluminum Cap
- Denotes Found Iron Monument, as noted

(100.00) Denotes Dimension per (MNDOT MONUMENTATION PLAT 71-M2)



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Resolution 25- 64

A Resolution of the City of Elk River Granting Final Plat Approval for Oakwater Ridge Case No. P 25-21

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

WHEREAS, a preliminary plat for the north half of the Property was approved by the City Council on July 21, 2025; and

WHEREAS, the proposed final plat is consistent with the preliminary plat as approved by the City council; and

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

NOW, THEREFORE, BE IT RESOLVED

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



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

Passed and adopted this 3rd day of November 2025.

John J. Dietz, Mayor

ATTEST:

Tina Allard, City Clerk



EXHIBIT A
LEGAL DESCRIPTION

Parcel 1:

Those parts of the West Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 32, Range 26, Sherburne County, Minnesota, which lies Southwesterly of the Southwesterly Right of Way line of U.S. Highway No. 10 and Northwesterly of the Northwesterly Right of Way line of Kelley Farm Road N.W., both Right of Way lines per the recorded plat of Minnesota Department of Transportation Monumentation Plat 71-M2.

Parcel 2:

Government Lot 1, and that part of the Southeast Quarter of Southwest Quarter, Section 11, Township 32, Range 26, Sherburne County, Minnesota, which lies Southwesterly of the Southwesterly right of way line of U.S. Highway No. 10, per the recorded plat of Minnesota Department of Transportation Monumentation Plat 71-M1.

Parcel 3:

Government Lot 3; Government Lot 4; and that part of the Northeast Quarter of the Northwest Quarter, all in Section 14, Township 32, Range 26, Sherburne County, Minnesota, which lies Southwesterly of the Southwesterly Right of Way line of U.S. Highway No. 10 per the recorded plat of Minnesota Department of Transportation Monument Plat 71-M2.

Abstract Property



EXHIBIT B
CONDITIONS OF APPROVAL

1. Staff approval of all engineering, grading, utility, site, and landscape plans.
2. All park dedication requirements described the preliminary plat and planned unit development approvals.
3. Park dedication shall be paid at an adjusted rate of \$1,000 per lot.
4. The Water Availability Charge shall be paid prior to releasing the final plat.
5. The developer shall convey outlots A, C, and O to the city prior to releasing the final plat.
6. Developer must coordinate the relocation or modification of overhead power lines and poles with Elk River Municipal Utilities (ERMU).
7. Prior to releasing the Final Plat for recording, the Developer shall furnish a boundary survey of the proposed property to be platted with all property corner monumentation in place and marked with lath and a flag.
8. Council approval of a Development Agreement outlining the responsibilities of the developer and the city.
9. A letter of credit equal to 100% the costs of the public improvements must be provided prior to releasing the plat for recording.
10. Upon completion of all public improvements and acceptance by the city, a security or warranty in a form acceptable to the Public Works Director must be secured.
11. All wet stormwater basins require a 25-foot easement in accordance with setback and buffer requirements outlined in Sec. 30-1852. The buffer must be marked with approved signs.
12. Setback lines shown on all plans must reflect the 45-foot setback required for all wet ponds.
13. Trails and other features within the floodplain must comply with the floodplain ordinance standards.
14. All temporary dead ends included in future development plans must include signage stating, "Future Through Street" and a temporary cul-de-sac when the street will have driveway access.
15. The developer and the city must design and install access improvements at Highway 10 and 165th Ave to support the traffic needs of the proposed development.
16. Any item or condition found that indicates the site is likely to yield information important to pre-history or history shall be reported to the city immediately. Further, the city reserves the right to stop work authorized in its approval until the site is appropriately investigated and work is authorized.





Request for Action

To
City Council

Item Number
7.1

Meeting Date
November 3, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Conditional Use Permit CU 24-22: Winlectric CUP
Revocation Hearing

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

Open the public hearing, receive evidence and testimony regarding the revocation of Conditional Use Permits (CU 22-11 & CU 24-22), issued to Elk River Winlectric at 12777 Meadowvale Road NW, and, at the conclusion of the hearing, the Council may:

1. Direct staff to prepare a resolution revoking the Conditional Use Permits; and,
2. Allow the property owner to avoid revocation of the CUP if all outdoor materials are properly stored behind fencing, within the building, or removed from the property by November 17, 2025.

or

1. Direct the applicant to apply for an amendment by November 24, 2025, to further extend the deadline.

Background/Discussion

Conditional Use Permit (CU 22-11) was approved on July 18, 2022, with specific conditions pertaining to outdoor storage. The permit required compliance with these conditions by July 18, 2024. Staff extended the deadline to December 31, 2024, after the applicant noted that they required additional time to meet the standards. Before the extended deadline, the conditions were not expected to be satisfied by the end of December, and the applicant applied for an amendment on December 26, 2024.

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

Additionally, Winlectric has had recent staff changes, and the former company representative that staff had been working with is no longer with the company. The new contact has indicated that the fence has been approved internally, and the fence contractor completed a property survey on October 27, 2025, to verify the property lines. Staff have been informed that the fence installation is set to begin on Wednesday, November

The Elk River Vision

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



5, 2025.

The council can do one of the following:

1. Direct staff to prepare a resolution revoking the Conditional Use Permits; and,
2. Give the property owner the opportunity to avoid revocation of the CUP if all outdoor materials are properly stored behind fencing, within the building, or removed from the property by November 17, 2025.

or,

3. Direct the applicant to apply for an amendment by November 24, 2025, to further extend the deadline.

Financial Impact

None

Mission/Policy/Goal

Ethical, efficient, and responsible.

Attachments

- I. City Council Memo 10-6-2025



Request for Action

To
City Council

Item Number
11.1

Meeting Date
October 6, 2025

Prepared By
Chris Leeseberg, Senior Planner

Item Description
Winlectric Conditional Use Permit Discussion

Reviewed by
Zack Carlton
Cal Portner
Tina Allard

Action Requested

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

Background/Discussion

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

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

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

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

Financial Impact
None

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

Attachments

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

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3. Ongoing Emails



March 19, 2025

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

Via email: Tetamm@winlectric.com

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

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

Dear Mr. Tamm and Mr. Allen:

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

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

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

Sincerely,

Chris Leeseberg
Senior Planner
Ph: 763.635.1033

cleeseberg@ElkRiverMN.gov

Phone: 763.635.1000

www.ElkRiverMN.gov









10.2.2025 09:19



10.2.2025 09:20

On Going Emails

July 18, 2022

Original CUP (CU 22-11) approved.

Tue, Nov 12, 2024

Good afternoon Troy,

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

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

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

Please reach out if you have any questions.

Thank you, Chris

Tuesday, November 12, 2024

Good afternoon

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

Thanks Troy

Wednesday, November 20, 2024 10:39 AM

Good morning Troy,

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

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

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

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

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

Please let me know if you have any questions.

Thank you, Chris

March 17, 2025

Original CUP Amendment (CU 24-22) approved.

Wednesday, March 19, 2025 11:51 AM

Troy,

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

Thank you, Jennifer

Wednesday, May 28, 2025 4:33 PM

Hi Troy,

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

Thank you, Chris

Friday, June 13, 2025 9:50 AM

Hi Troy,

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

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

Let me know if you have any questions.

Thank you, Chris

Friday, June 13, 2025 10:01 AM

Good morning

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

thanks troy

Fri, Jun 13, 2025 at 11:42 AM

Troy,

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

I had the building department investigate the timeline:

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

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

Thank you and have a great weekend. Chris

Friday, June 13, 2025 10:57 AM

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

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

Thanks

Troy

Fri, Jun 13, 2025 at 12:12 PM

Troy,

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

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

Thank you, Chris

Friday, June 13, 2025 12:11 PM

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

Thanks Troy

Fri, Aug 8, 2025 at 12:55 PM

Troy,

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

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

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

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

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

Thank you, Chris

Monday, August 11, 2025 8:09 AM

Good morning

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

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

Tuesday, August 19, 2025 3:48 PM

Hi Troy,

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

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

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

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

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

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

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

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

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

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

Thank you, Chris

Wednesday, September 17, 2025 10:28 AM

Good morning Troy,

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

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

Thank you, Chris

Thursday, September 18, 2025 2:08 PM

Good afternoon

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

Thanks, Troy

Friday, September 19, 2025 12:57 PM

Good afternoon Troy,

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

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

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

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

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

Thank you for your continued cooperation.

Thank you, Chris

Friday, September 19, 2025 1:05 PM

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

Thanks, Troy

Friday, September 19, 2025 1:10 PM

Troy,

Sounds good, thank you for the clarification.

Thank you

Friday, September 19, 2025 1:23 PM

Good afternoon.

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

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

Thanks, Troy

Friday, September 19, 2025 4:05 PM

Troy,

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

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

Have a great weekend. Thank you, Chris



Request for Action

To
City Council

Item Number
8.1

Meeting Date
November 3, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Discuss Work Session Items

Reviewed by
Cal Portner
Tina Allard

Action Requested

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

Background/Discussion

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

The proposed work session topics are as follows:

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

Financial Impact
N/A

Mission/Policy/Goal
Responsibly grow, meet changing needs (agile), and ethical, efficient, and responsible.

Attachments
None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
9.1

Meeting Date
November 3, 2025

Prepared By
Jolene Richter, Deputy Clerk

Item Description
Council Liaison Updates

Reviewed by
Cal Portner
Tina Allard

Action Requested
Councilmembers to provide liaison updates.

Background/Discussion

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

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

Other Committees, Commissions, etc.

Financial Impact
None

Mission/Policy/Goal
Elk River Mission

Attachments
None

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Request for Action

To
City Council

Item Number
11.1

Meeting Date
November 3, 2025

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

Item Description
Northbound/Cannabound Store Design Update

Reviewed by
Cal Portner
Tina Allard

Action Requested

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

Background/Discussion

Staff and LSE Architects introduced a preliminary design concept for the new retail stores to the Council on October 6, 2025. The store design team has continued to refine and enhance the store layout. The team includes the following members:

City Reps.:

- Retail Operations Manager Joe Audette
- Northbound Manager Megan Knopik
- Westbound Manager Brenda Gustafson
- Cannabound Manager Jacqara Jackson
- Senior Communications Coordinator Starr Sorheim
- IT Manager Seth Calvin
- Facilities Maintenance Superintendent Gary Lore
- Assistant City Administrator Joe Stremcha

LSE Reps.:

- Brain Tempas
- Quin Scott
- Brenda West
- Sam Ero-Phillips

Terra Construction Reps.:

- Ben Newlin

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- Jake Dahlheimer
- Kory Reiners

Financial Impact

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

Mission/Policy/Goal

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

Attachments

None



Request for Action

To
City Council

Item Number
11.2

Meeting Date
November 3, 2025

Prepared By
Mark Dickinson, Fire Chief

Item Description
Fire Station No. 1 Space Needs Update

Reviewed by
Mark Dickinson
Cal Portner
Tina Allard

Action Requested
Receive information and provide staff direction.

Background/Discussion
Review the space needs of the new Fire Station No. 1 and explain the benefits to the department and community.

Financial Impact
N/A

Mission/Policy/Goal
Mission statement

Attachments
None

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Request for Action

To
City Council

Item Number
11.3

Meeting Date
November 3, 2025

Prepared By
Lindsay Brandner, Senior Administrative Assistant

Item Description
Community Service Officer Tuition Reimbursement

Reviewed by
David Kuhnly
Cal Portner
Tina Allard

Action Requested

Discuss the implementation of tuition reimbursement for part-time Community Service Officers.

Background/Discussion

The police department is proposing to develop a tuition reimbursement program for part-time community service officers (CSO) using the city's current tuition reimbursement policy as a guide.

Tuition reimbursement is a common recruitment practice in retaining CSOs to become future police officers. This tuition reimbursement program is only available to part-time CSOs who are committed to becoming police officers for the Elk River Police Department and will not receive reimbursement until they have completed schooling and the police officer hiring process.

Financial Impact

No financial impact in the 2025 budget. The department does not anticipate any budget impact based on current staffing in 2026. Funding will be requested during the 2027 budget process.

Mission/Policy/Goal

The City of Elk River Mission and Vision Statements.

Attachments

1. Personnel Policy - Employee Development and Tuition Reimbursement
2. 2025 CSO I Employment Agreement

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Employee Development / Tuition Reimbursement

The below text is pulled from the City of Elk River Personnel Policy section titled "Employee Development/ Tuition Reimbursement." This policy is already in existence and was used as a guide to develop the CSO I reimbursement proposal.

The city encourages and recommends lifelong learning and offers reimbursement to regular, full-time employees for up to 75% of the tuition paid by the employee, excluding scholarships and grants up to a maximum reimbursement of \$3,000 per year (based on the budget year the expense is applied) for accredited college or other instruction directly related to the employee's position with the city. To be eligible for reimbursement the following requirements must be met:

1. Prior to registration, a completed Tuition Reimbursement Request Form must be signed and on file with Human Resources; and
2. The instruction must be to obtain a degree, certification, or license and apply directly to the employee's position or be required to complete an associate, bachelor's, master's, or doctorate degree in the field in which the employee works; and
3. The employee must successfully complete the instruction. If letter grades are assigned, the minimum grade required for reimbursement is a C; and
4. The reimbursement must be submitted within 60 days of instruction completion.

Books, activity fees, technology fees, and other non-tuition charges do not qualify for reimbursement.

All instruction must be taken on employee time and time spent on instruction is not considered hours worked. If any portion of the employee's class/development activity is conducted during regular work hours, the employee must take vacation or compensatory leave, an unpaid leave of absence, if approved, or arrange for flexible scheduling, if approved by the department director.

Courses taken to maintain licensure, affiliation, certification, or credentialing as well as work-related seminars and training are paid for with City Council approved budgeted training funds.



Employment Agreement Part-time Community Service Officer I

The part-time Community Service Officer I (CSO I) position is classified as a temporary, part-time position and is not eligible for city health insurance or other benefits not provided by state law. This position does receive paid time off benefits as a regularly scheduled part-time employee.

The CSO I position is a non-union position intended to provide police department experience and mentorship while the employee is actively and successfully enrolled in an eligible degree program culminating in Minnesota Police Officer Standards and Testing (POST) licensure as a peace officer.

The City of Elk River intends to assist and encourage the progression of eligible employees through tuition reimbursement under the following conditions.

1. Employment is for a defined, limited period as indicated:
 - a. The CSO I employment period is limited to three (3) years.
 - b. An extension may be considered at the chief's discretion. Consideration will be based on unforeseen or uncontrollable situations for an employee performing at or above department and city expectations.
 - c. The employee is responsible for communicating schedule conflicts and degree program requirements with their supervisor.
 - d. The employee service as a CSO I is expected to be actively working toward a degree in law enforcement and POST Board police officer eligibility.
 - e. Continued employment requires that the employee remain in good standing. Good standing is defined as:
 - i. Meets performance standards.
 - ii. Follows department and city policies.
 - iii. Maintains good attendance.
 - iv. Exhibits professional conduct.
 - v. Has no disciplinary issues.

2. CSO I Tuition Reimbursement

- a. CSO I is eligible for tuition reimbursement up to \$6,000.00 not to exceed 75% of the total cost of tuition, excluding scholarships and grants. Books, activity fees, technology fees, and other non-tuition charges do not qualify for reimbursement.
- b. Tuition reimbursement is provided in two payments up to \$3,000.00 under the following conditions:
 - i. CSO I becomes a sworn police officer with the City of Elk River.
 - ii. Employment is concurrent from CSO I employment to police officer.
 - iii. The employee shall be employed as CSO I for a minimum of 12 months.
 - iv. Successful completion of the degree program within the conditions listed above.
 - v. The first payment will be paid when the employee has passed the POST licensing exam and has a start date to become a City of Elk River police officer.
 - vi. The second payment will be paid after successful completion of the probationary period as a licensed police officer with the City of Elk River.
 - vii. Conditions of this agreement precede labor union eligibility and therefore are not grievable under any circumstances.

I have read and agree to the terms and conditions of employment as stated above. I understand that if these conditions are not met, it will result in termination of my employment with the City of Elk River.

Printed Name

Signature

Date



Request for Action

To
City Council

Item Number
11.4

Meeting Date
November 3, 2025

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

Item Description
Cannabound Branding

Reviewed by
Starr Sorheim
Cal Portner
Tina Allard

Action Requested

Staff will provide an overview of the Cannabound branding and address Council feedback.

Background/Discussion

The city hemp-based THC brand was introduced to our liquor operation in March 2024. This brand served as a guide for the Cannabound brand development to create synergy between the city's cannabis and liquor operations and was included in the Cannabis Business Plan approved February 3, 2025.

Financial Impact

A strong brand provides the benefits of increased customer recognition, loyalty, a competitive advantage, the ability to command premium pricing, and a solid connection with both employees and partners.

Mission/Policy/Goal

Meet changing needs - agile.

Attachments

1. Cannabis Business Plan Marketing Overview
2. 2025 Cannabound - Brand
3. Cannabis Branding Appeal for Younger Adults
4. NFD_CannabisConsumersinAmerica2023_Part I
5. NFD_CannabisConsumersinAmerica2023_Part3_Final

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Cannabis Marketing Overview

Market Research and Analysis

- Identify demographics and target audiences
- Identify competitors for geofencing marketing
- Build on tourism or individuals who do not have a cannabis retailer near them

Branding and Positioning

- Define unique products, sustainability, local suppliers, and other individual elements to add to the brand
- Establish the official brand while taking the current THC brand and Elk River Liquor Store brands into consideration

Digital Marketing Strategy

- Obtain domain and develop website plan
- Research current SEO for cannabis retailers in Minnesota and set our SEO ranking goal
- Incorporate email marketing in our current system
- Create social media profile generation plan and content management plan
- Utilize mobile ads and geofencing

In-Store Experience

- Work with staff to plan and market grand opening
- Work with staff on campus and in-store signage and displays
- Work with staff on a possible loyalty program
- Work with staff on educational events, series, and tools
- POV walkthroughs of what to expect, product information, and the experience

Local Advertising

- Discuss with staff attending local community events and sponsorships
- Incorporate billboards, newspaper, guerilla marketing, direct mailers, and other avenues into the general marketing plan

Public Relations

- Press release announcing the store opening to local media outlets
- Work with community voices on reviews and influencer marketing

Promotions and Discounts

- Work with staff on any customer deals, loyalty points, coupons, special holidays (4/20) and more opportunities

Compliance

- Stay up to date with local laws, regulations, and online laws for cannabis advertising (Meta, Google, YouTube, etc.)

Staffing

- Make decisions on these additions with the current status of the communications staff and their workload

Current Hemp-Derived THC Brand



Elk River Cannabound

Established August 2025

Full Color Variations



Main Colors



TEAL

RGB: 13.95.90
CMYK: 90.40.60.30
#0d5f5a



MINT

RGB: 160.218.208
CMYK: 36.0.22.0
#a0dad0



PURPLE

RGB: 135.28.85
CMYK: 42.100.42.20
#871c55

Accent Colors



PINK

#c53680



LIGHT PURPLE

#c4aedb

Approved Neutrals

Grey: #fc6c9 | Beige: #e5dac6 | White: #ffffff

Fonts

GILL SANS NOVA CONDENSED BOLD - ELK RIVER

Zing Script Rust Bold - CANNABOUND

B&W Variations



Social Media Profile

Website Icon



Leaf Pattern



Swirl Texture



Strategic Branding Guide for Next-Generation Cannabis Consumers (Ages 21–36)

I. Executive Summary: The Imperative for Brand Modernization

1.1. Strategic Mandate: Aligning Brand Identity with Next-Generation Consumer Values

The analysis of modern cannabis consumer demographics reveals a fundamental disconnect between the prevalent legacy brand aesthetic and the sophisticated purchasing behaviors of the target 21–36 age cohort, comprising Gen Z and Millennials. The existing brand identity, characterized by vibrant or "colorful" designs, is identified as a strategic liability. This aesthetic—often associated with "old-school 'pothead' symbols like green leaves, tie-dye colors, or stoner jokes"¹—is now perceived as dated, untrustworthy, and unprofessional.

To capture market share among young professionals and parents who view cannabis functionally, a strategic pivot from the "Stoner Cliché" to "Sophisticated Wellness" is required. This shift is critical not only for attracting the target demographic but also for mitigating the unintended alienation of the 50+ segment. While the 21–36 age group seeks functional control and professional discretion, older generations, such as the Silent Generation, demonstrate a strong preference for medical utility, spending 40% of their money on non-inhaled products like tinctures and capsules.² For this older, wellness-focused segment, overly colorful packaging clashes with the perceived medical efficacy and trust required for relief-based products.³ Therefore, a unified move toward minimalist, high-trust packaging simultaneously addresses the demands of both the next-generation consumer and the

medically motivated senior population.

1.2. Key Findings Overview

Data collected on the 21–36 consumer profile mandates a complete realignment of product presentation and messaging:

- **Product Preference:** Younger consumers prioritize modern, convenient, and functional formats. This cohort shows strong adoption of Vapor Pens (20% for Gen Z, 21% for Millennials) and packaged convenience items like Pre-rolls, with Millennials dominating 45% of the pre-roll market.² Edibles and beverages are also preferred formats, valued for controlled, low-dose delivery.³ The packaging architecture must, therefore, reflect technological sophistication and product consistency rather than abstract recreational themes.
- **Aesthetic Shift:** Brand appeal in this market is driven by sophisticated, understated design. The preferred aesthetic is minimalist, utilizing matte textures, elegant typography, and strategic metallic or holographic accents.⁴ This approach achieves an "air of sophistication" that contrasts sharply with the "overly saturated packaging designs" common in budget segments.⁶
- **Compliance & Sustainability:** The move toward sophistication is intrinsically linked to regulatory safety and value alignment. Regulatory bodies strictly prohibit "youth-appealing" features, which often include bright colors and designs mimicking candy.⁸ By adopting a minimalist, neutral, and premium aesthetic, the brand minimizes compliance risk. Furthermore, sustainability is a core value for this demographic, with over 72% of consumers preferring eco-friendly packaging.⁹ Integrating sustainable materials and communicating these values is now a fundamental requirement for building brand loyalty.

II. Demographic Segmentation and Consumption Profile (Ages 21–36)

This consumer group, encompassing Gen Z and Millennials, represents the primary growth engine of the legal cannabis market, demonstrating purchasing habits and motivations significantly different from previous generations.

2.1. Defining the Target Consumer: Gen Z and Millennials as Functional Users

Gen Z (currently ages 21–27, born 1997–2012) represents the fastest-growing cohort in legal cannabis sales, integrating cannabis into their lives as a normalized cultural element.³ They have come of age in a world where legal dispensaries and CBD products are commonplace, fostering an inherent acceptance of the plant.¹⁰ For many in this age bracket, cannabis is viewed as a safer, cleaner, and more manageable substitute for alcohol; a 2024 survey showed that among 18–24-year-olds, 69% prefer cannabis over alcohol.³

Millennials (currently ages 28–36 within the target range, and up to 43 overall) dominate established, convenient consumption segments. They account for 45% of the \$3 billion pre-roll market, a category whose sales revenue has increased by over 450% in the last five years.⁵ This dominance highlights their role as consumers who prioritize speed and simplicity. Millennials are positioned in the "sweet spot" where they typically possess greater disposable income and more freedom than younger consumers, coupled with having grown up with cannabis normalization, leading to reshaping consumer spending trends across the industry.⁵

2.2. Product Format Preferences and the Shift from Traditional Flower

The 21–36 cohort's purchasing behavior is heavily weighted toward modern, packaged formats that prioritize discretion, portability, and predictable effects.

- **Vapor Pens:** This format is highly preferred across the cohort, with Gen Z showing a 20% preference rate and Millennials at 21%.² Vapor Pens align with the desires of "convenience seekers" and reflect a sleek, technology-forward appearance.⁴ Their popularity is linked to the broader cultural acceptance of vaping as a consumption method.
- **Pre-Rolls:** The leading position of Millennials in pre-roll consumption⁵ underscores the demand for a contained, easy, and shareable consumption method. This format removes the preparation ritual associated with flower, catering to consumers who value efficiency.
- **Edibles & Beverages:** Both Gen Z and Millennials seek out edibles, particularly those that "actually taste good" and low-dose beverages that avoid mimicking "frat house energy drinks".³ This preference is fundamentally driven by the desire for control and clarity, favoring microdosing over chasing the highest possible THC content.³
- **Flower Preference:** Traditional Flower, while still a prominent category across all

demographics, sees a comparatively lower preference rate among younger generations (42% for both Gen Z and Millennials) than among Baby Boomers (50%).² This structural preference for value-added products (vapes, edibles, pre-rolls) over raw flower dictates that packaging must elevate the perceived value and function of the packaged product.

2.3. The Age-Based Consumption Dichotomy: Justifying the Pivot

The current brand aesthetic, likely designed to appeal broadly or to older, traditional consumers, fails precisely because it ignores the functional needs of the 21–36 demographic. The dichotomy in consumption habits provides the strongest justification for the branding pivot:

The 50+ segment is split between Baby Boomers who maintain a high preference for Flower and the Silent Generation, who exhibit a general aversion to inhaled products, directing 40% of their spending toward non-inhaled, wellness-adjacent formats like Tinctures and Capsules.² These products require packaging that inherently communicates trust, medical utility, and straightforward guidance.⁴

In contrast, the 21–36 group demands convenience, predictability, and a reflection of a modern, normalized lifestyle. The high prevalence of sophisticated, pre-packaged, and discreet formats in their purchasing repertoire necessitates packaging that conveys high-end technology, precise function, and clinical reliability. This structural shift in product preference confirms that branding associated with abstract, recreational color schemes and unsophisticated design—which may appeal to traditionalists seeking raw flower—actively works against the modern consumer’s desire for control and high-quality packaged goods.

The following comparative summary highlights the differing strategic requirements for each consumer group:

Comparative Product Preference by Age Group (2023 Data)

Age Group	Primary Motivation/Focus	Key Product Preferences	Branding Implication
21–27 (Gen Z)	Novelty, Social Appeal, Anxiety Relief, Alcohol Substitution	Vapor Pens (20%), Edibles, Infused Beverages	Technology, Clean Aesthetics, Novelty Accents, Anti-Cringe Lifestyle

28–36 (Millennials)	Practical Wellness, Consistency, Function, Stress/Burnout Relief	Vapor Pens (21%), Pre-rolls (45% market share), Low-Dose Edibles, Topicals	Consistency, Clarity, Function-First Design, Discreet Professionalism
50+ (Boomers/Silent Gen)	Pain Reduction, Traditional Habit, Non-Inhalation, Reliability	Flower (Boomers), Edibles, Tinctures, Capsules	Trust, Medical/Wellness Association, Straightforward Guidance, Clarity

III. Psychological Drivers: The Value Proposition for Modern Consumers

Effective branding for the 21–36 demographic must be rooted in a deep understanding of their core psychological drivers, which are largely centered on function, anxiety relief, and social authenticity rather than traditional recreational pursuit.

3.1. Millennial Psychology: Function, Fatigue, and Practical Wellness

Millennials are driven by pragmatism. Research shows that this generation is primarily motivated by "getting through than getting high," seeking relief from pervasive life pressures, including professional responsibilities, parenting, economic instability, and chronic fatigue.³ They actively prioritize control, consistency, and clarity in their product choices and are "not chasing the highest THC punch".³

The brand message must therefore be grounded in utility. The products they seek—tinctures, topicals, and low-dose edibles—are for managing specific symptoms such as chronic pain, anxiety, or burnout.³ This requires adopting a pragmatic and non-exaggerated tone. Packaging must communicate reliability, positioning cannabis as a standard, beneficial component of a responsible adult's wellness regimen, rather than a novelty item. When dosing and effect predictability are the primary value drivers, branding must prioritize clear, concise,

and accessible information.

3.2. Gen Z Psychology: Anxiety, Authenticity, and Cultural Normalization

For Gen Z, cannabis serves as a "pressure valve" against existential tension and generalized anxiety.³ Their motivations are distinct: they seek "novelty, social appeal, and something to take the edge off".³ Crucially, this generation values transparency and views product choice as an extension of their personal and ethical beliefs. They favor brands that align with sustainability values and demonstrate ethical practices and commitment to social equity.¹⁰

This focus on authenticity extends directly to brand perception. Since this cohort is highly connected via social media, the physical product and its packaging must be designed for elegant digital presentation. The brand experience must integrate seamlessly into a "curated reality," where a "stoned selfie is chill," while a display of low-quality, unsophisticated goods is considered "the epitome of cringe".³ This mandates sophisticated product design and high-quality materials, ensuring the brand image translates effectively from physical product to digital platform.¹¹

3.3. Rejecting the Cliche: The Demand for Authentic, Non-Gimmicky Brands

The greatest liability of the "colorful" legacy branding is its inherent link to outdated "stoner tropes".¹ As the industry matures, consumers are demanding authentic, non-gimmicky products they can trust. When brands adhere to clichés, they risk being seen as dated, untrustworthy, or unserious, missing the opportunity to connect with this expanding audience of professionals and parents.¹

For consumers seeking functional benefits, the inclusion of appropriate, substantiated wellness claims on packaging is a powerful attractor. Research indicates that specific health claims, such as sleep aid or pain relief, significantly increase product appeal, particularly among past-year nonusers.¹² Since Millennials are actively seeking relief from chronic fatigue and pain³, leveraging these functional claims—paired with an aesthetic that communicates trust and reliability—is critical for attracting new or lapsed consumers who are expanding the market beyond traditional users. The brand's purpose must shape everything, moving beyond

a simple recreational "vibe" to reflect a comprehensive adult lifestyle.¹

IV. Visual Branding Architecture: The Minimalist and Premium Mandate

The transition to a sophisticated, future-proofed brand requires adherence to a strict visual architecture defined by minimalist design principles, strategic color restraint, and high-end textural finishes.

4.1. The New Aesthetic: Industrial Sophistication and Minimalist Control

The packaging aesthetic must migrate from bright, abstract, or cartoonish designs to a clean, functional style that mirrors high-end consumer packaged goods (CPG), luxury cosmetics, or modern pharmaceuticals (e.g., Dosist, Caliva).¹³ This approach, often referred to as "minimalist branding," is highly effective for appealing to young professionals by projecting an "air of sophistication" and establishing a distinct identity against the visual noise of "overly saturated packaging designs" common in the competitive marketplace.⁶

Successful brand prototypes, such as Enlightened, achieve this effect by utilizing natural materiality, soft lighting, and intuitive design that instills a sense of calm and inclusivity.¹⁵ Minimalism works because it aligns the packaging with the target consumer's desire for control and clarity, prioritizing essential information and a high-end look that is suitable for discretion and public display.

4.2. Color Theory for the Target Market: Strategic Restraint

A radical overhaul of the color palette is non-negotiable, driven equally by aesthetic appeal and compliance imperatives.

- **Mandate for Avoidance:** Neon colors, bright greens that may turn yellowish, and overly saturated palettes must be eliminated. These are visually jarring, potentially

non-compliant with state laws mandating opaque, single-color packaging¹⁶, and critically, they elevate the regulatory risk of being perceived as "youth-appealing".⁸

- **Recommended Core Palette:** The foundation must be built on strategic restraint. **Matte black** is paramount, as it consistently maintains a premium appearance and creates the ideal high-contrast backdrop for metallic or holographic elements.⁴ Deep purples are also effective, retaining richness and signaling quality.⁴ For wellness and topical lines, white or light blue packaging signals medical association, purity, and trust.⁴
- **Metallic Finishes:** Gold, copper, and bronze should be used as strategic accents. These metallic finishes catch light appealingly without creating harsh glare, instantly elevating the perceived value and sophistication of the product.⁴

4.3. High-End Finishes and Textural Appeal

The tactile experience of the packaging is a primary differentiator for the 21–36 demographic. The expectation is that the packaging should "feel as premium" as the product inside, moving away from "cheap plastic jars".¹⁹

- **Matte Lamination and Soft-Touch:** These finishes provide a luxury, tactile appeal that elevates the consumer experience and contributes to a professional, high-end feel.¹⁹
- **Holographic and Foil Stamping:** The strategic pairing of a sophisticated matte base with metallic foil stamping or holographic elements is highly effective for this market segment. Matte black provides the professional foundation, while holographic elements provide the necessary "wow-factor" and visual energy that appeals directly to Gen Z consumers seeking novelty and high visibility on social platforms.⁷ This synergy balances sophisticated restraint with youthful, modern visual dynamics. Holographic finishes, by refracting light, generate instant shelf appeal and elevate the perceived value without requiring complex, expensive rigid packaging.⁷

4.4. Typography and Illustration: Clarity and Brand Identity

Typography serves a critical functional purpose in the new architecture: clarity and rapid comprehension of product information and dosing.

- **Typography:** Fonts must be clean, highly legible, and functional. Utilizing contemporary approaches such as custom, variable, or hybrid font systems allows the brand to develop a unique personality while ensuring flawless readability across both physical packaging

and digital platforms.²⁰ Typefaces should be chosen to emphasize functional benefits (e.g., Sleep, Focus, Relief), a strategy proven effective by brands like Dosist.¹³

- **Illustration:** If illustrations are used, they should retain a minimalist, line-drawn style.²¹ Brands may experiment with subtle, non-cartoonish on-trend techniques, such as "noisy gradients" or 1980s-influenced color schemes, to provide a modern visual edge that appeals to Gen Z and Millennials without compromising the overall sophisticated aesthetic.²¹

The following toolkit outlines the mandatory aesthetic parameters for the rebranding initiative:

Aesthetic Branding Toolkit for the 21-36 Segment

Design Element	Recommended Approach	Justification for 21-36 Appeal	Compliance/De-Risking Benefit
Primary Color Base	Matte Black, Charcoal, Deep Navy, White/Neutrals	Sophistication, Modernity, Premium Contrast ⁴	Avoids "youth-appealing" vibrant/neon colors ⁸
Accent Finishes	Holographic/Foil Stamping (Gold, Copper, Bronze)	High-End Look, Visual Pop, Luxury Feel ⁴	Elevates perception away from low-cost, budget items
Texture/Material	Soft-Touch Matte Laminate, Rigid Boxes, Sustainable Materials	Tactile Premium Experience, Perceived Value ¹⁸	Aligns with Millennial/Gen Z values (e.g., dislike of "cheap plastic jars") ⁹
Messaging	Clean, legible typography; Focus on functional benefit (Sleep, Focus, Relief)	Clarity, Consistency, Function over "High," Practical Wellness ³	Supports required warning recall and appropriate health claims ¹²

V. Strategic Implementation and Future-Proofing

Successful brand implementation for the modern cannabis consumer requires integration of technological transparency and adherence to sustainability standards, alongside the refined visual architecture.

5.1. Sustainability as a Core Brand Value Proposition

Sustainability is no longer a peripheral consideration but a core expectation that drives purchasing decisions among Gen Z and Millennials.³ Over 72% of consumers express a preference for eco-friendly packaging.⁹ A sophisticated brand identity must actively demonstrate corporate responsibility, linking product choice directly to personal values.

This mandates the immediate adoption of eco-friendly packaging solutions. Actionable steps include utilizing biodegradable materials such as hemp-based plastics, recycled paper, and compostable pouches (following successful industry examples like Wyld edibles).⁹ Furthermore, the packaging and labeling must overtly communicate this commitment, using clear declarations such as "raw," "pure," or "sustainable" to appeal directly to the eco-conscious segment.¹⁸

5.2. Technological Transparency (Smart Packaging)

In a market where consumers prioritize clarity and control, packaging must be transformed into a trust verification tool. The integration of smart packaging features, specifically QR codes and Near Field Communication (NFC) tags, is becoming an industry standard.⁹

These technological features fulfill the demand for transparency by providing instant, direct access to critical, verifiable information. A simple scan can lead the consumer to Certificates of Analysis (COAs), precise dosage instructions, ingredient lists, and detailed brand storytelling.⁹ This high level of supply chain visibility, authenticity, and access to verifiable data is crucial for securing brand loyalty among Millennials and Gen Z, who expect transparency from the companies they patronize.

5.3. Navigating Regulatory Constraints: De-Risking the Brand

The adoption of a highly controlled, sophisticated, and minimalist aesthetic serves as a crucial de-risking strategy against complex and often state-specific regulatory burdens.²³ The regulatory environment is intensely focused on preventing packaging that appeals to minors.⁸

The current "colorful" branding is highly susceptible to regulatory action under rules prohibiting "youth-appealing" features.¹⁷ Regulatory prohibitions explicitly forbid:

1. Using designs, colors, shapes, or branding that imitate candy, popular children's/adolescent cartoons, or toys.⁸
2. Including any likeness or picture of an edible product on its packaging.⁸
3. Using neon colors, as they can create harsh reflections that reduce text readability.⁴
4. Violating single-color mandates, as seen in some state laws requiring packaging to be opaque, light-resistant, and of a single color, except for logos.¹⁶

By strictly adhering to the recommended high-contrast, limited color palette, and prioritizing clean typography over illustrative flair, the brand signals maturity and responsibility to both regulators and consumers. This proactive approach ensures compliance across diverse legal markets, which is a major competitive differentiator in the industry.²³

VI. Conclusions and Recommendations

The objective analysis of the 21–36 demographic confirms that the existing brand, characterized by an overly colorful aesthetic, fundamentally misrepresents the product's intended use and alienates the target consumer base. The shift in consumption motivation from recreational pursuit to functional wellness, convenience, and anxiety management demands a corresponding shift in brand identity.

6.1. Strategic Brand Alignment

The 21–36 demographic demands sophistication, clarity, and authenticity. They view cannabis as a practical tool for daily support, not a rebellious symbol. The recommended branding architecture—Minimalist Sophistication—achieves a dual strategic advantage:

1. **Functional Wellness:** The clean aesthetic and clear typography provide the functional clarity and consistency demanded by Millennials and the 50+ cohort seeking relief and

reliable dosing.

2. **Sophisticated Social Appeal:** The use of matte textures, premium materials, and strategic holographic accents provides the high-design "anti-cringe" appeal required by Gen Z for visual representation and social currency.

6.2. Actionable Recommendations

The rebranding initiative should proceed with an emphasis on the highest-growth categories to maximize initial impact and return on investment:

1. **Immediate Design Mandate:** Implement the minimalist design toolkit (Section IV), strictly enforcing the use of matte black/neutral bases, metallic/holographic accents, and functional typography. Eliminate all designs that utilize overly bright or cartoonish color schemes immediately.
2. **Prioritized Phased Rollout:** Begin the packaging overhaul with the highest-growth formats favored by the target cohort: Vapor Pens, Pre-rolls, and functional Edibles. This focuses immediate resources where the demographic alignment is strongest.
3. **Technological Integration:** Mandate the inclusion of QR codes on all new packaging to provide instant access to COAs and product guidance, fulfilling the consumer expectation for transparency and control.
4. **Sustainability Commitment:** Publicly commit to and initiate the transition to sustainable packaging materials (e.g., compostable, biodegradable) and use "sustainable" labeling to align with the core values of the 21–36 consumer.

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Part 1: An Overview of Consumers Today

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**CANNACAREDOCS**

Affiliate Program

For dispensary owners & operators

**Join for free.
Start earning today!**

What do WE do?

Connect dispensaries with new medical patients through our Marketplace of trusted doctors. We provide worry-free remuneration compliance and visibility into campaign tracking & reporting with our cutting-edge platforms.

How do YOU benefit?

Start building a loyal customer base and earn \$10 for every new patient evaluation, plus you'll benefit from an average increase of \$30 per transaction for medical patients.



3 Steps to Increase Revenue



Website Scheduler

We provide a customized scheduler to embed directly on your website. Customers can book their MMJ evaluation and get seen that day.



Co- branded Marketing

We send out 3 touch follow up emails that you can brand with a unique offering to drive return visitors.



Create Loyal Customers

On average medical patients spend \$30 more per transaction thanks to tax breaks and higher purchase limits.

Cannabis & U.S. Adults

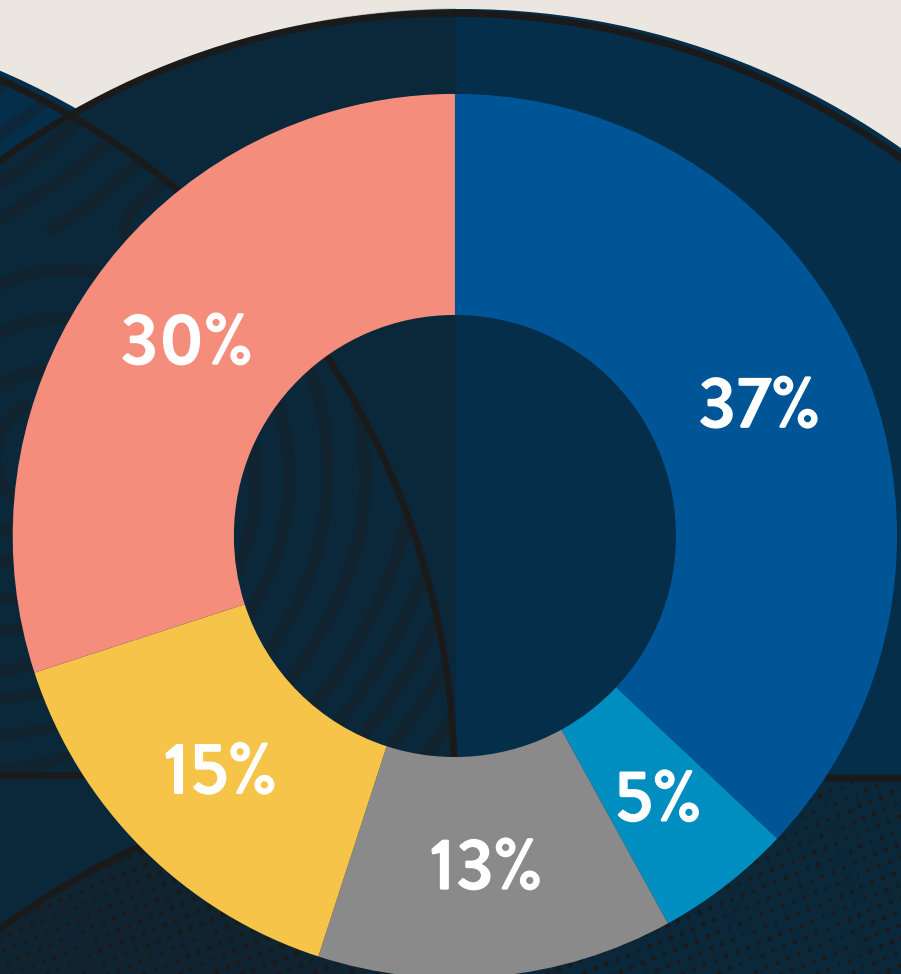
U.S. Adults' Relationship to Cannabis

42% of U.S. adults say they have used cannabis and will likely use it again. 37% of U.S. adults are “current consumers” – those who use at least annually and plan to use cannabis again in the future. Unless otherwise specified, all charts in this report describe current consumers.

42%

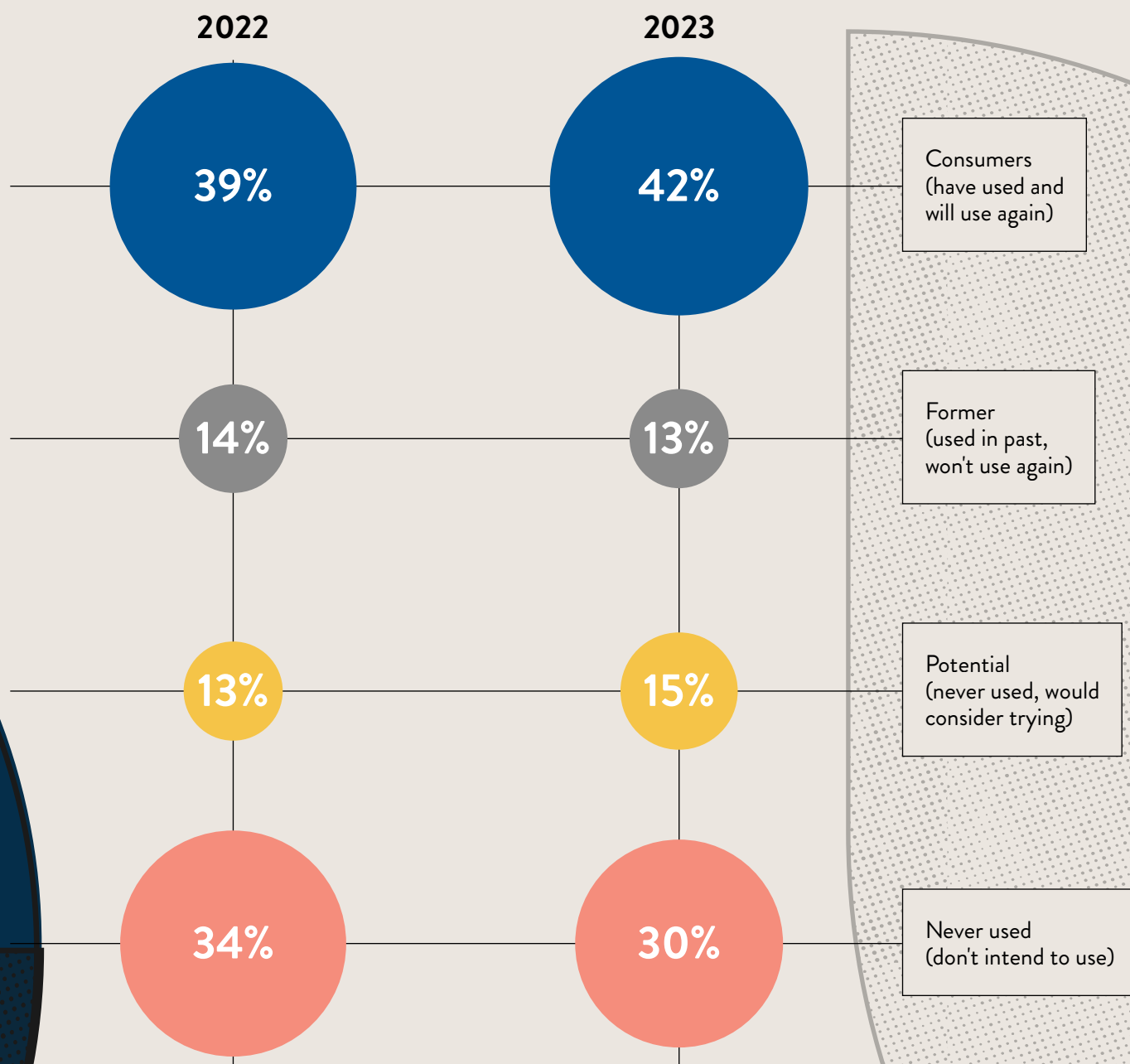
of U.S. adults have used cannabis and say they will use it again.

- Current Consumers (use at least annually)
- Lapsed Consumers (use less than annually, but will use again)
- Former (used in the past, don't intend to use again)
- Potential (never used, but would consider trying)
- Never Used (don't intend to use)



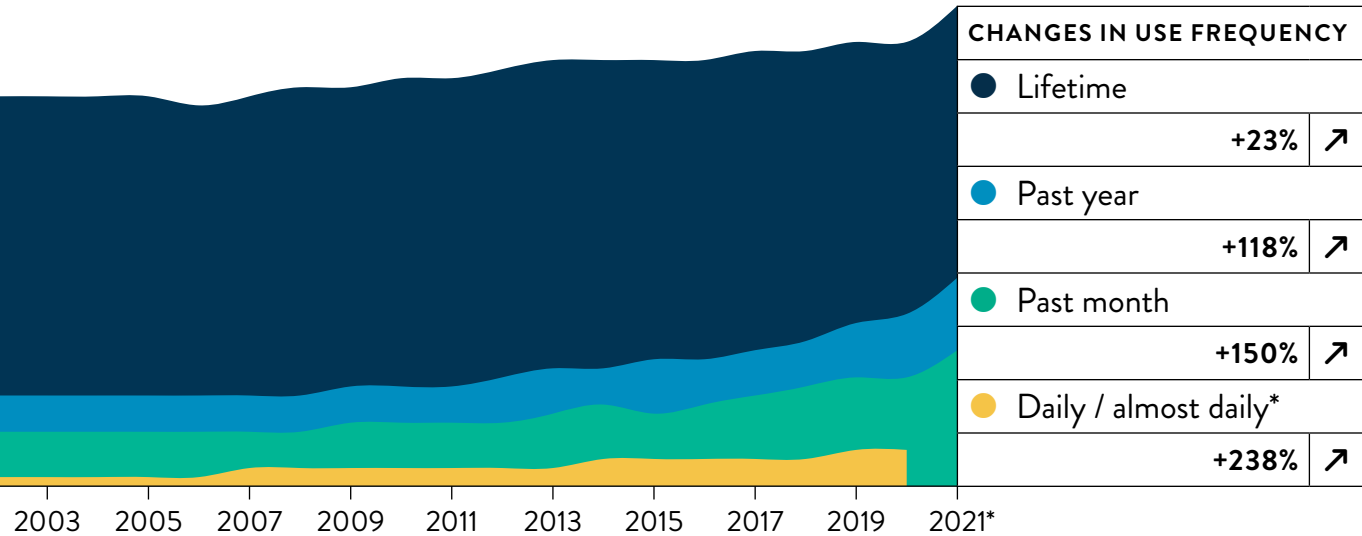
U.S. Adults' Relationship to Cannabis: 2022 vs. 2023

There has been a slight increase in the share of U.S. adults who are cannabis consumers since last year. The share of U.S. adults who say they never have and never will consume cannabis has decreased slightly from last year – down to 30% from 34% – indicating an increase in openness to cannabis among U.S. adults.



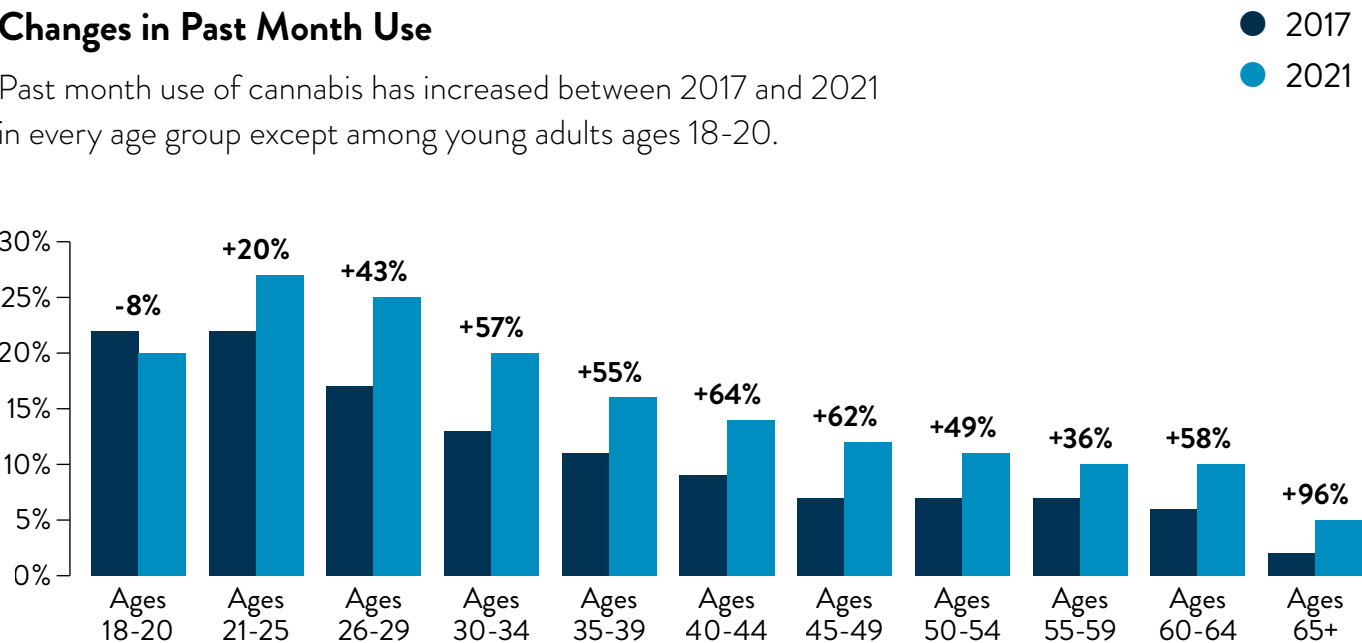
U.S. Consumers in Context

U.S. Adult Cannabis Consumption Rates



Changes in Past Month Use

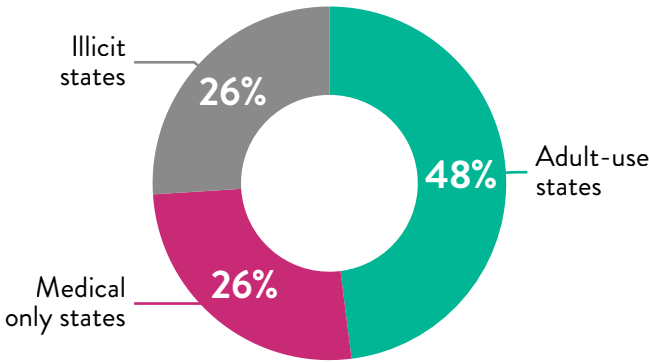
Past month use of cannabis has increased between 2017 and 2021 in every age group except among young adults ages 18-20.



Source this page: SAMHSA
*Daily/almost daily rates were not available in 2021; growth rate for daily/almost daily use is based on 2020 data.

Home State Cannabis Laws

Percent of total U.S. population.



	ADULT-USE STATE
	160.2 million
	MEDICAL STATE
	87.7 million
	ILLCIT STATE
	88.7 million

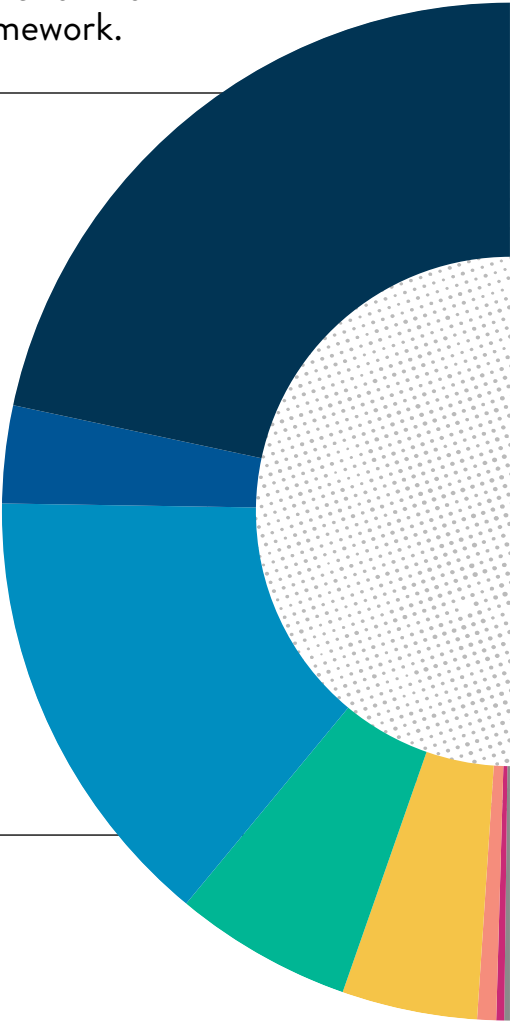
74%

of the total U.S. population lives in a state with some form of legal cannabis framework.

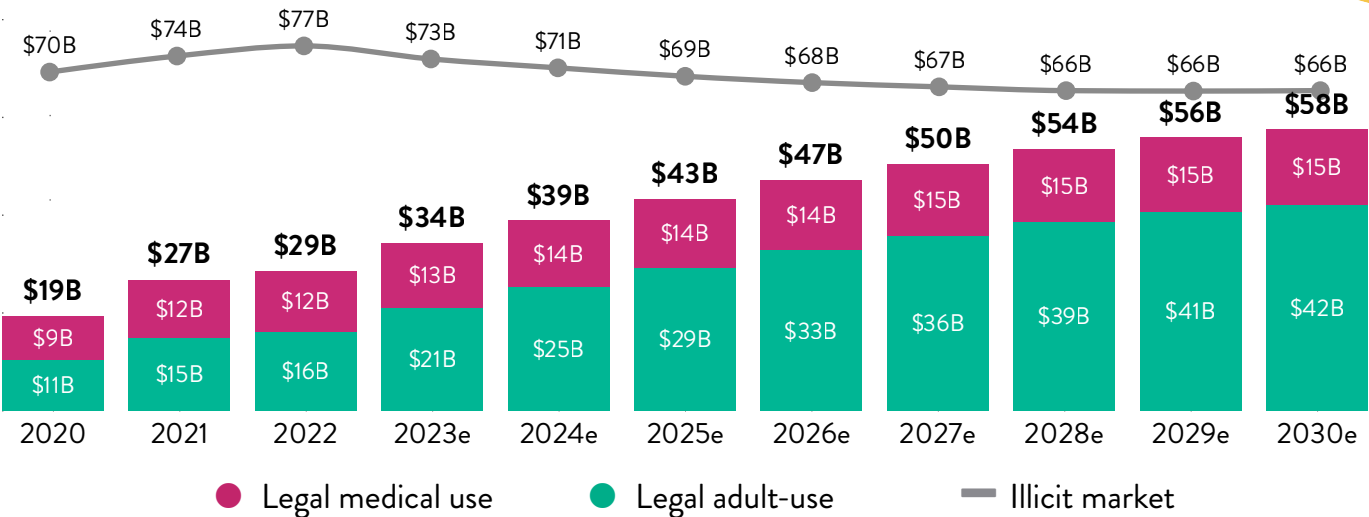
Product Share of Sales

In legal markets, 2022 average.

- Flower: 43%
- Preroll: 6%
- Vape: 29%
- Edible/Beverage: 11%
- Extract: 9%
- Tincture: 1%
- Topical: 0.5%
- Other: 0.4%



Growth of the U.S. Legal Cannabis Industry

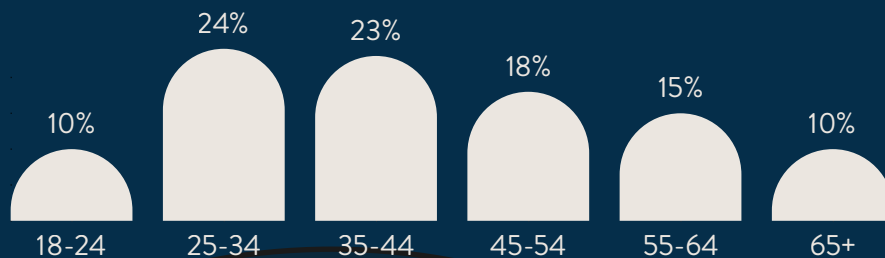


Current Consumers

THIS REPORT FOCUSES ON
CURRENT CONSUMERS, OR
THOSE WHO USE CANNABIS
AT LEAST ANNUALLY.

Who are the current cannabis consumers?

Age

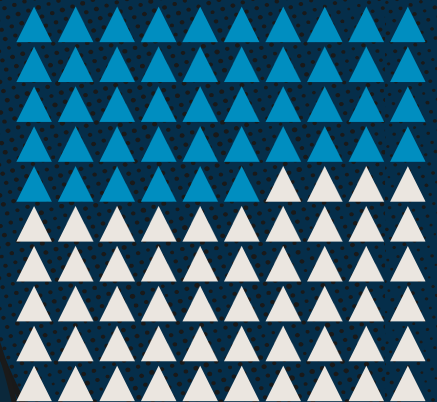


57%

of current consumers
are under age 45.

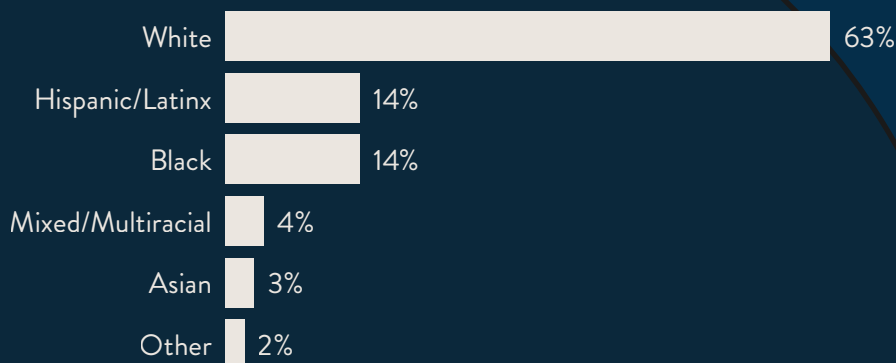
Gender

Women: **46%**

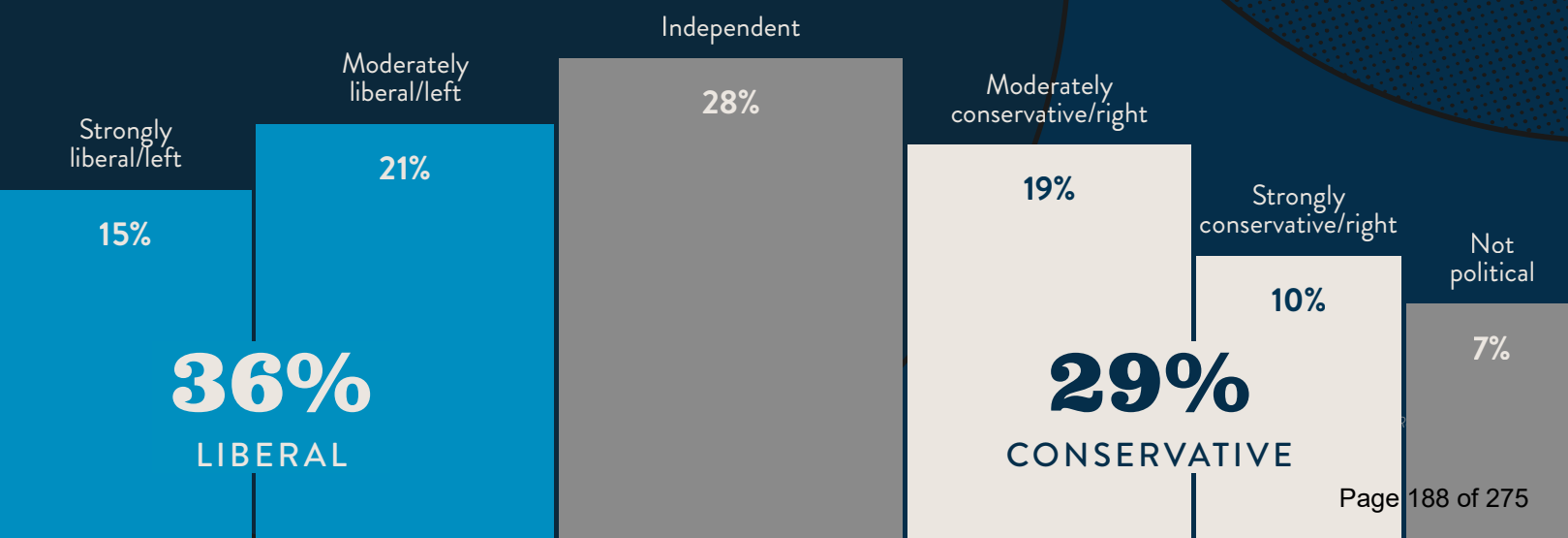


Men: **54%**

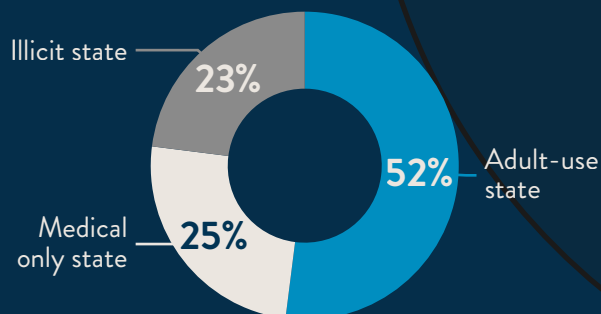
Racial/Ethnic Identity



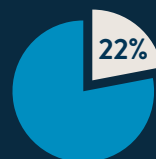
Political Alignment



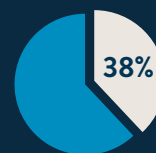
Home State Cannabis Laws



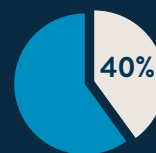
Parenthood



Have adult children

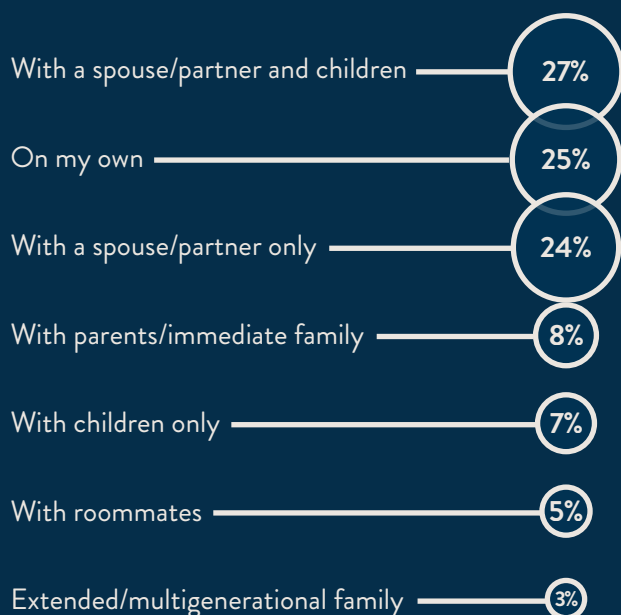


Have children under 18

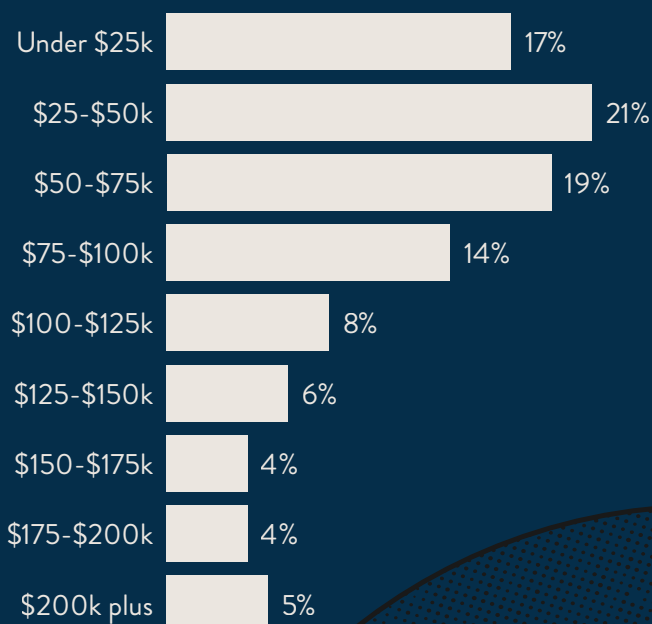


Don't have children

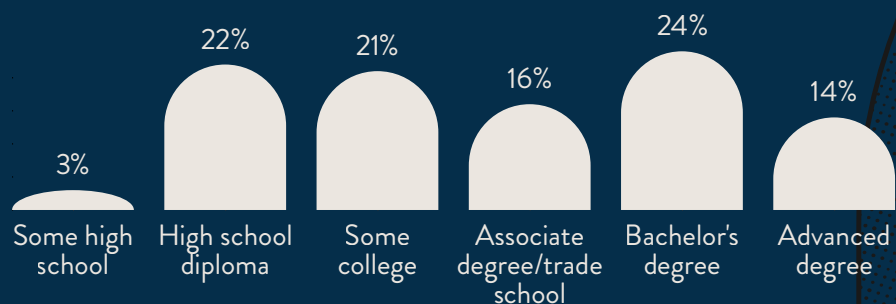
Living Situation



Annual Household Income



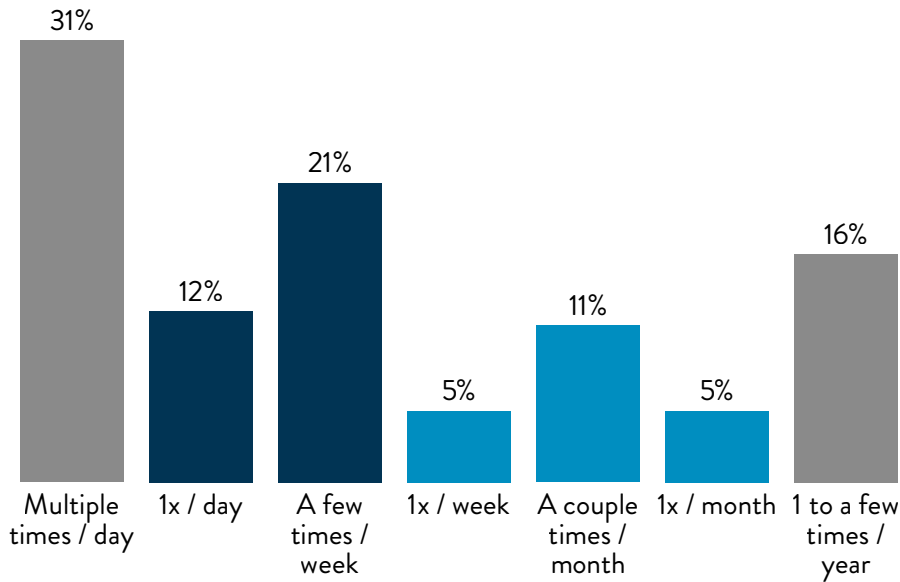
Education



38%

have a bachelors degree or higher.

Use Frequency



33%

use once every day or two.

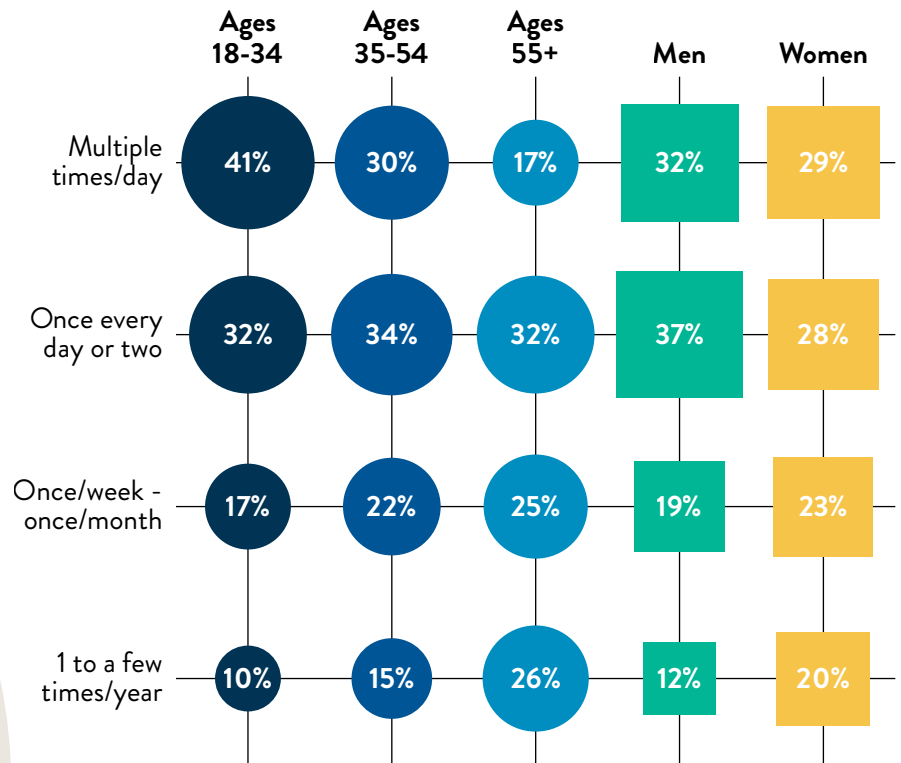
21%

use once a week to once a month.

Younger consumers generally use cannabis more frequently than do older consumers, and men use cannabis slightly more frequently than women on average.

Use frequency does not vary significantly by home state market type.

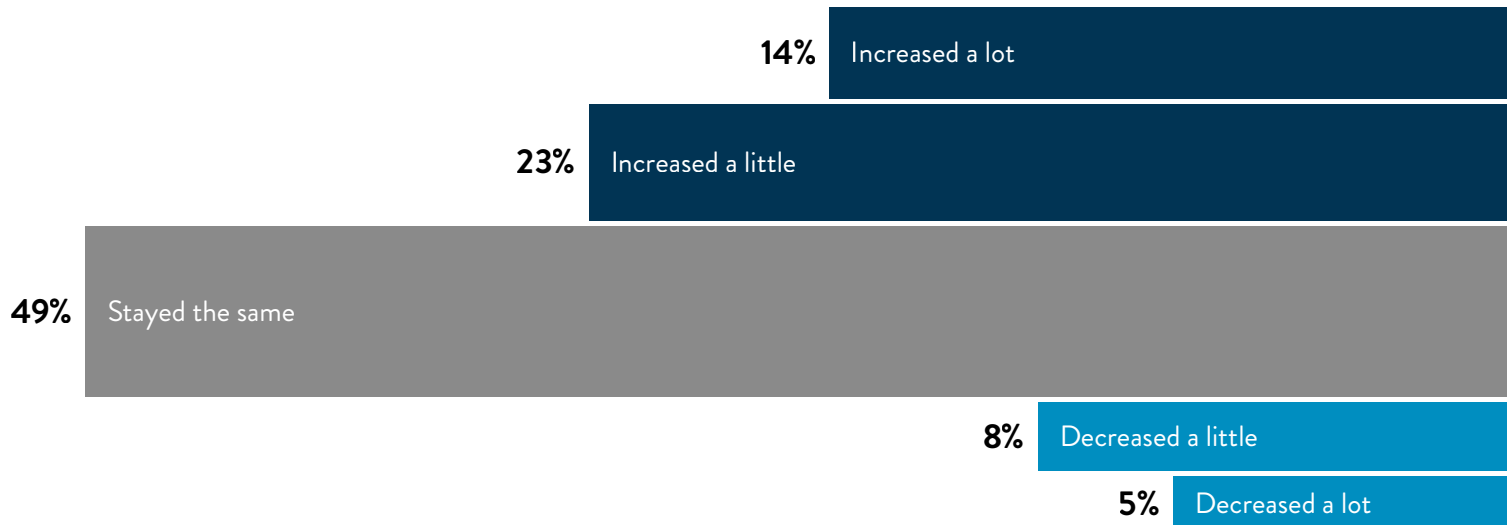
Use Frequency: By Age & Gender



Change in Consumption Since 1 Year Ago

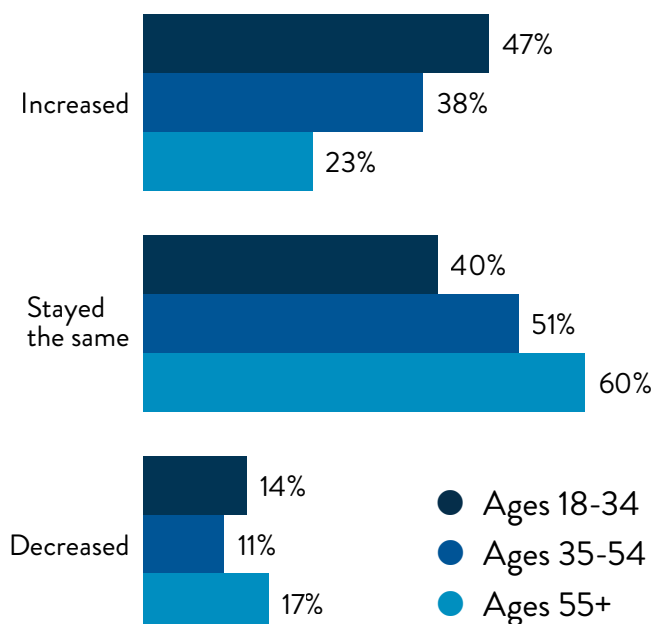
37%
INCREASED

13%
DECREASED



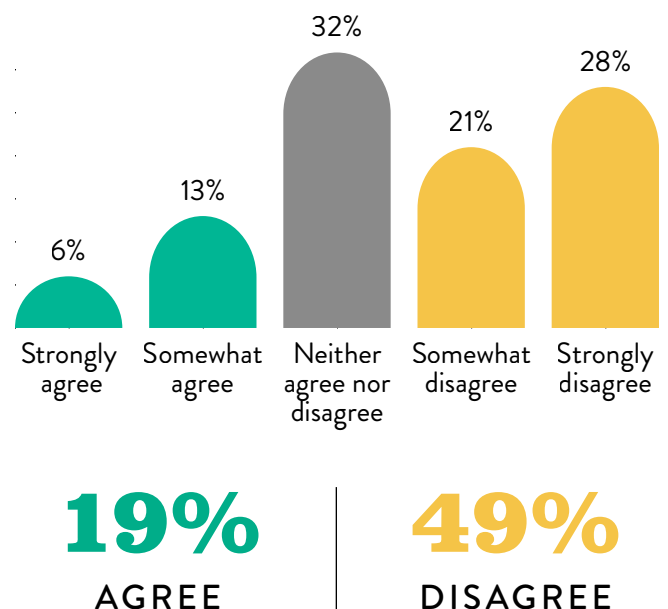
Change in Consumption Since 1 Year Ago: **By Age**

Younger consumers are more likely than older consumers to report that their use increased in the last year.



I would like to cut back on my cannabis consumption.

Despite some self-reported increases in use, fewer than one in five consumers want to cut back on their use.



Motivations for Use

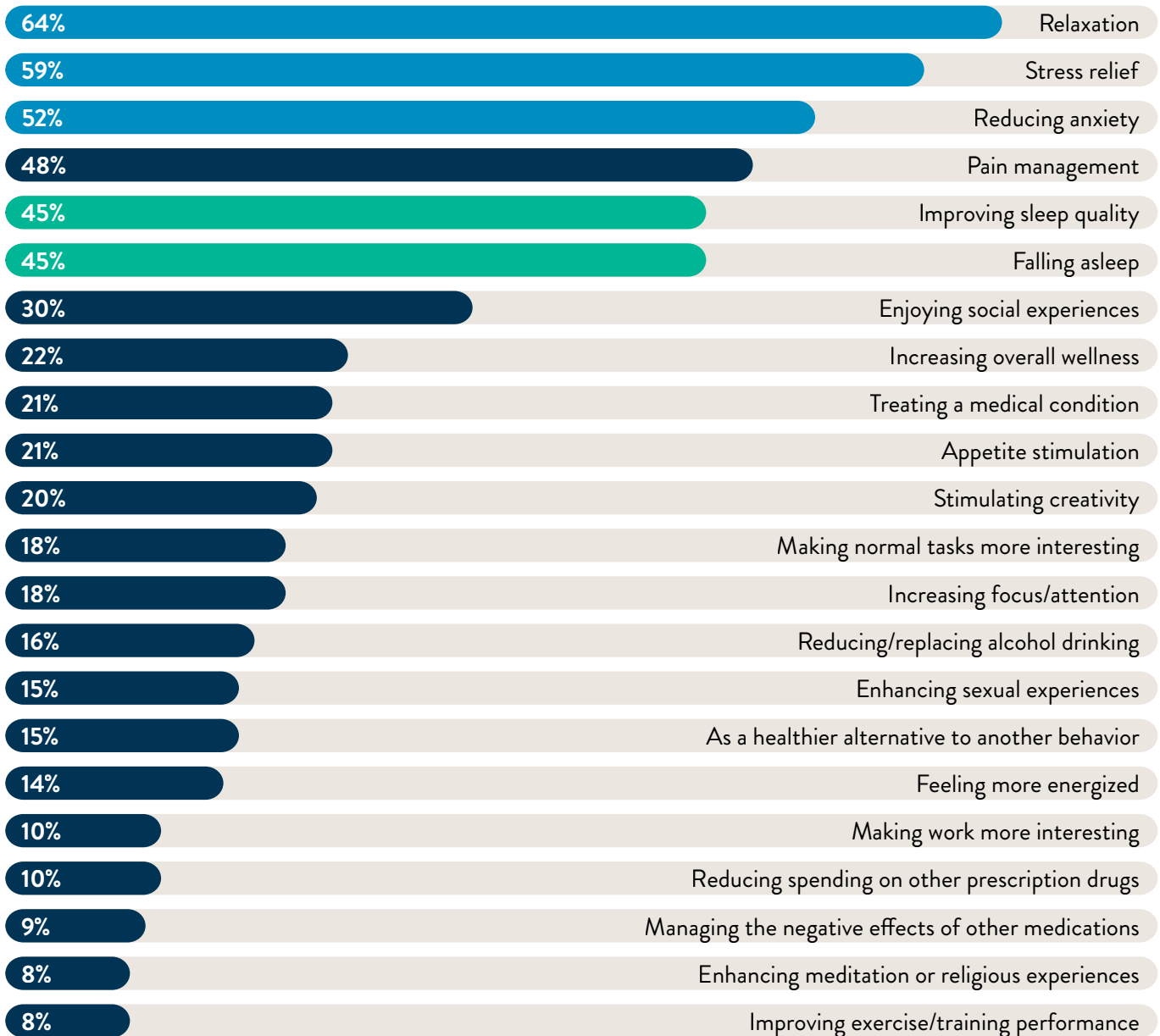
Unwinding (relaxation, stress relief, reducing anxiety), pain management, and aiding sleep are the leading reasons consumers report using cannabis.

83%

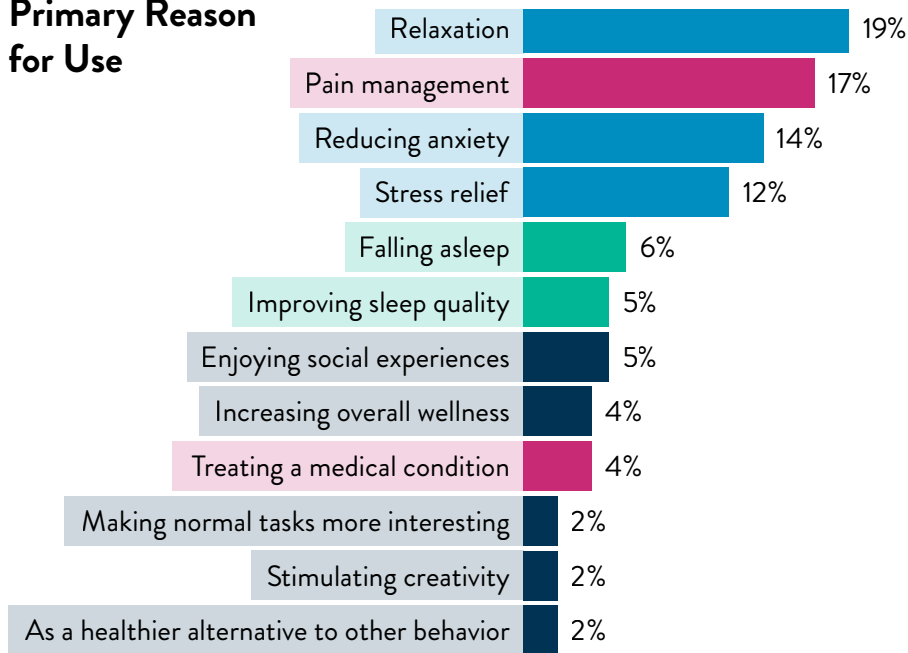
use for unwinding
(relaxation, stress
or anxiety).

61%

use for sleep
(improving quality
or falling asleep).



Primary Reason for Use



46%

UNWINDING

relaxation / stress / anxiety

21%

MEDICAL

treating pain / a medical condition

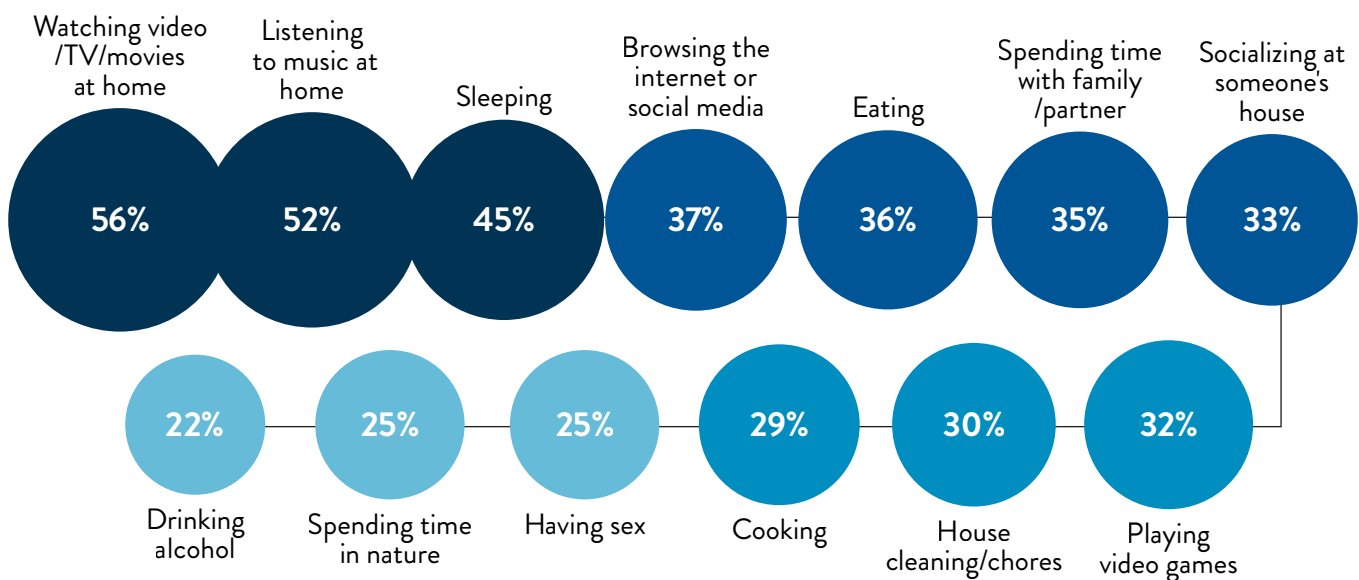
11%

SLEEP

70%

of current consumers say that their cannabis use helps them achieve a specific objective.

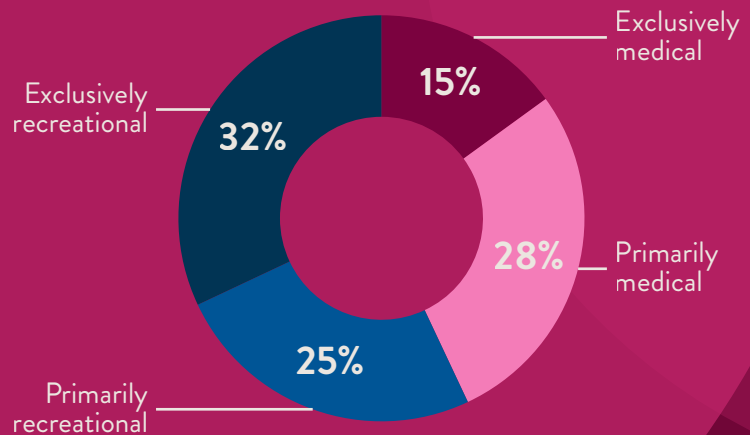
Activities While/After Consuming



Medical Consumers

Self-Identified User Type

While more consumers consider themselves broadly “recreational” than “medical” cannabis users, a majority (53%) describe their cannabis use as both medical and recreational.



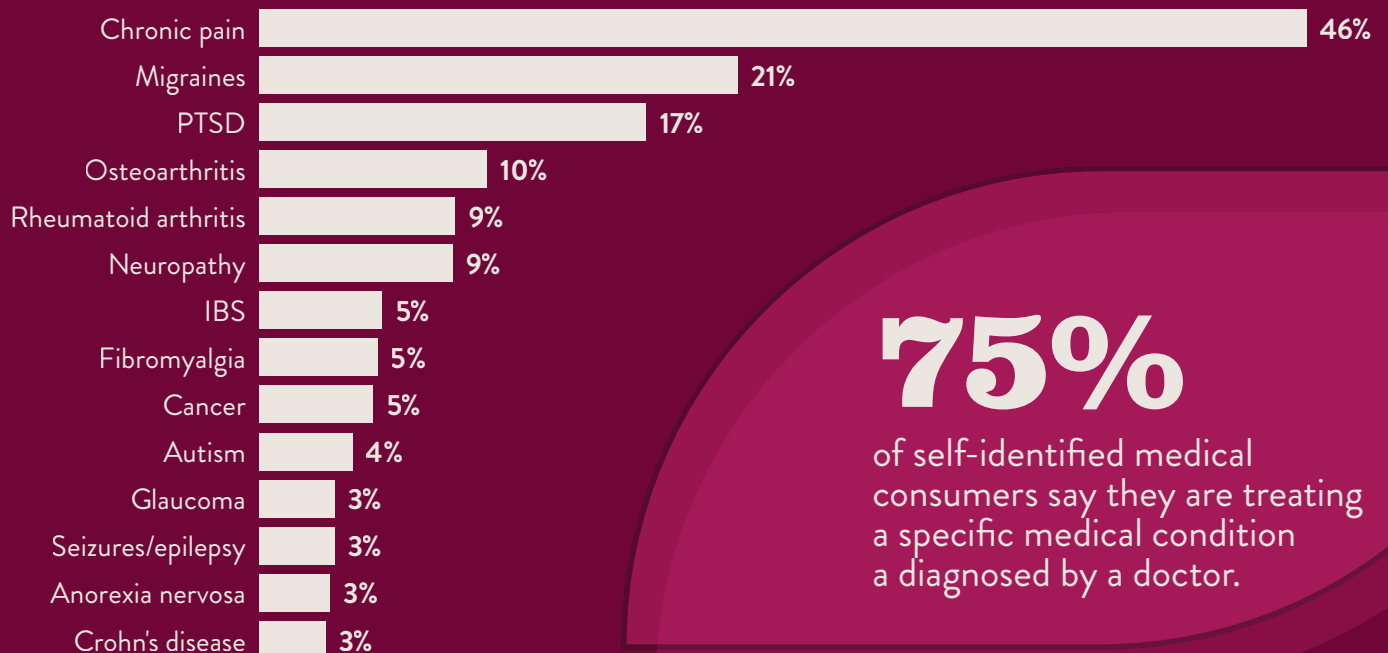
58%
RECREATIONAL

53%
DUAL USE

42%
MEDICAL

Diagnosed Medical Conditions Being Treated with Cannabis

Among current (annual+) consumers who describe their use as primarily or exclusively medical.

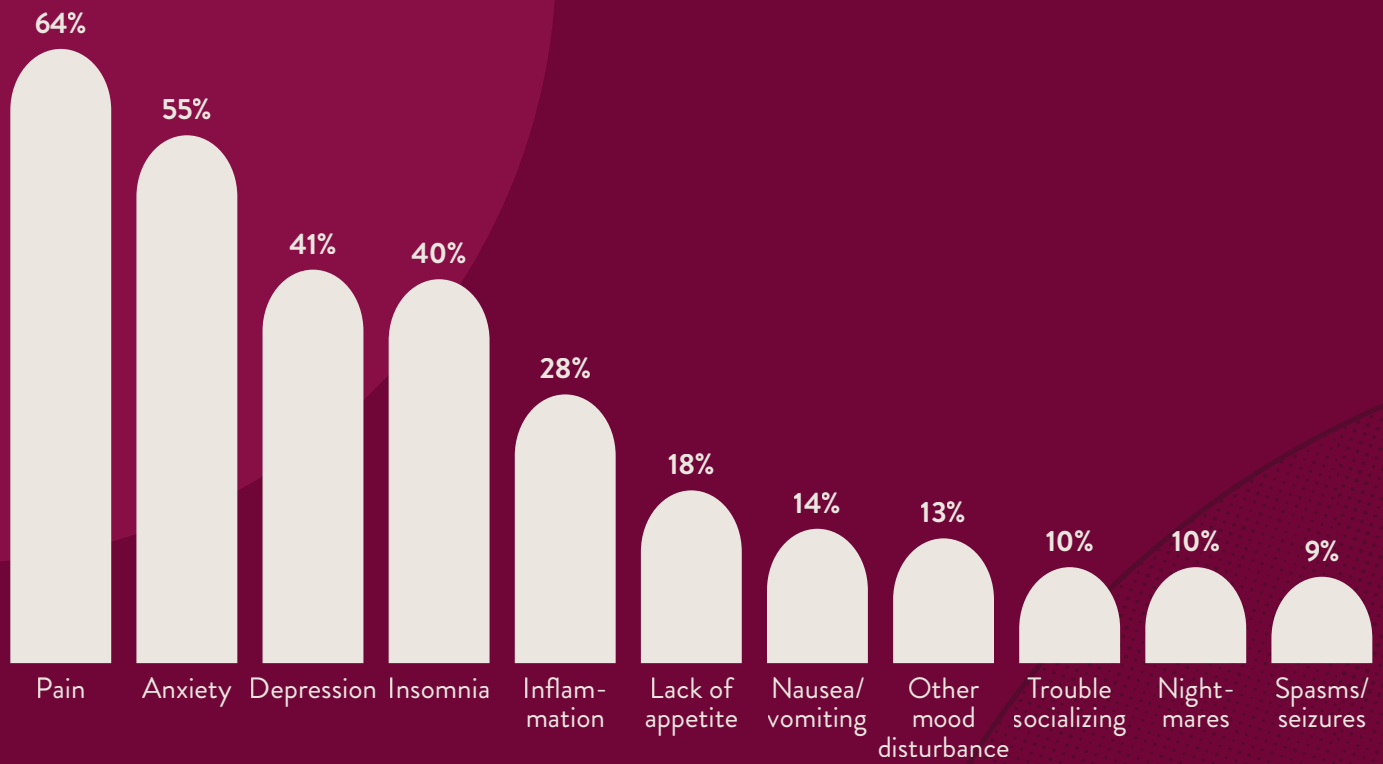


75%

of self-identified medical consumers say they are treating a specific medical condition a diagnosed by a doctor.

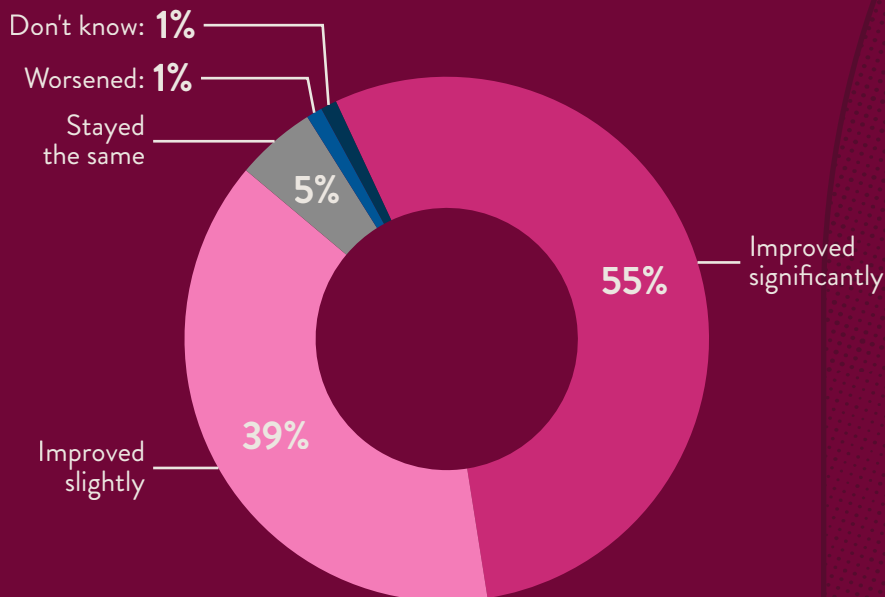
What Symptoms Are You Treating with Cannabis?

Among current (annual+) consumers who describe their use as primarily or exclusively medical.



Cannabis Impact on Medical Condition/Symptoms

Among current (annual+) consumers who describe their use as primarily or exclusively medical.



94%

say their medical condition/symptom has improved.

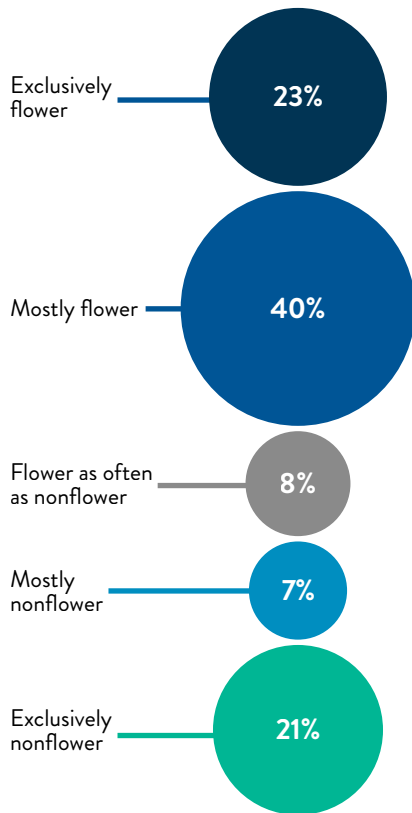
51%

of self-identified medical consumers say they have replaced at least some of their prescription medication use with cannabis.

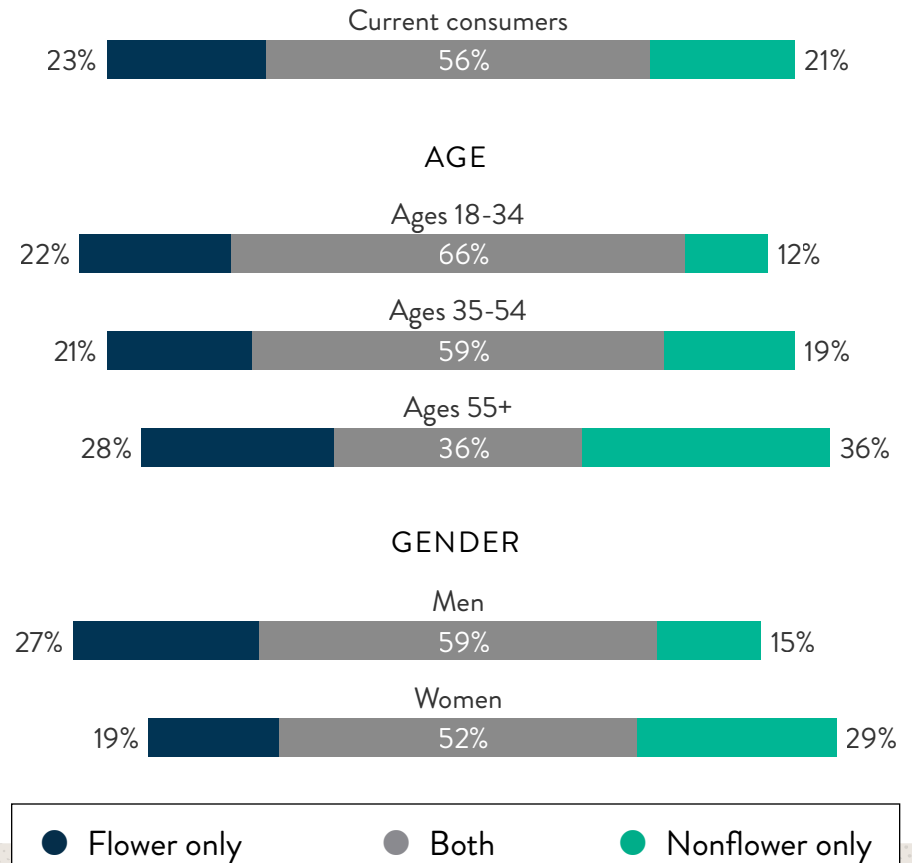
Product Forms

Flower vs. Nonflower

USE

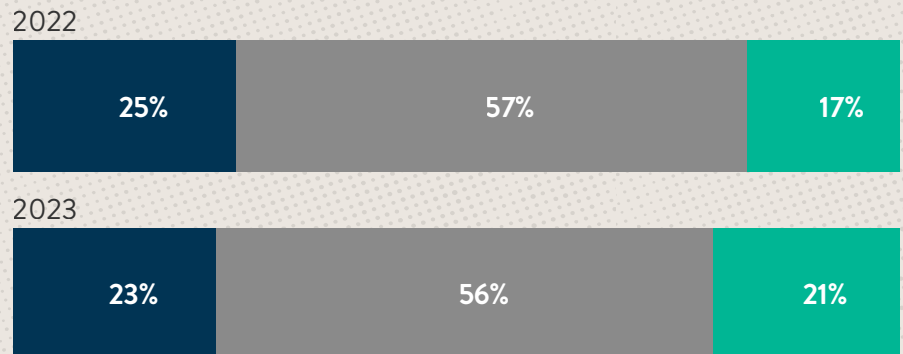


BY CONSUMER SEGMENT



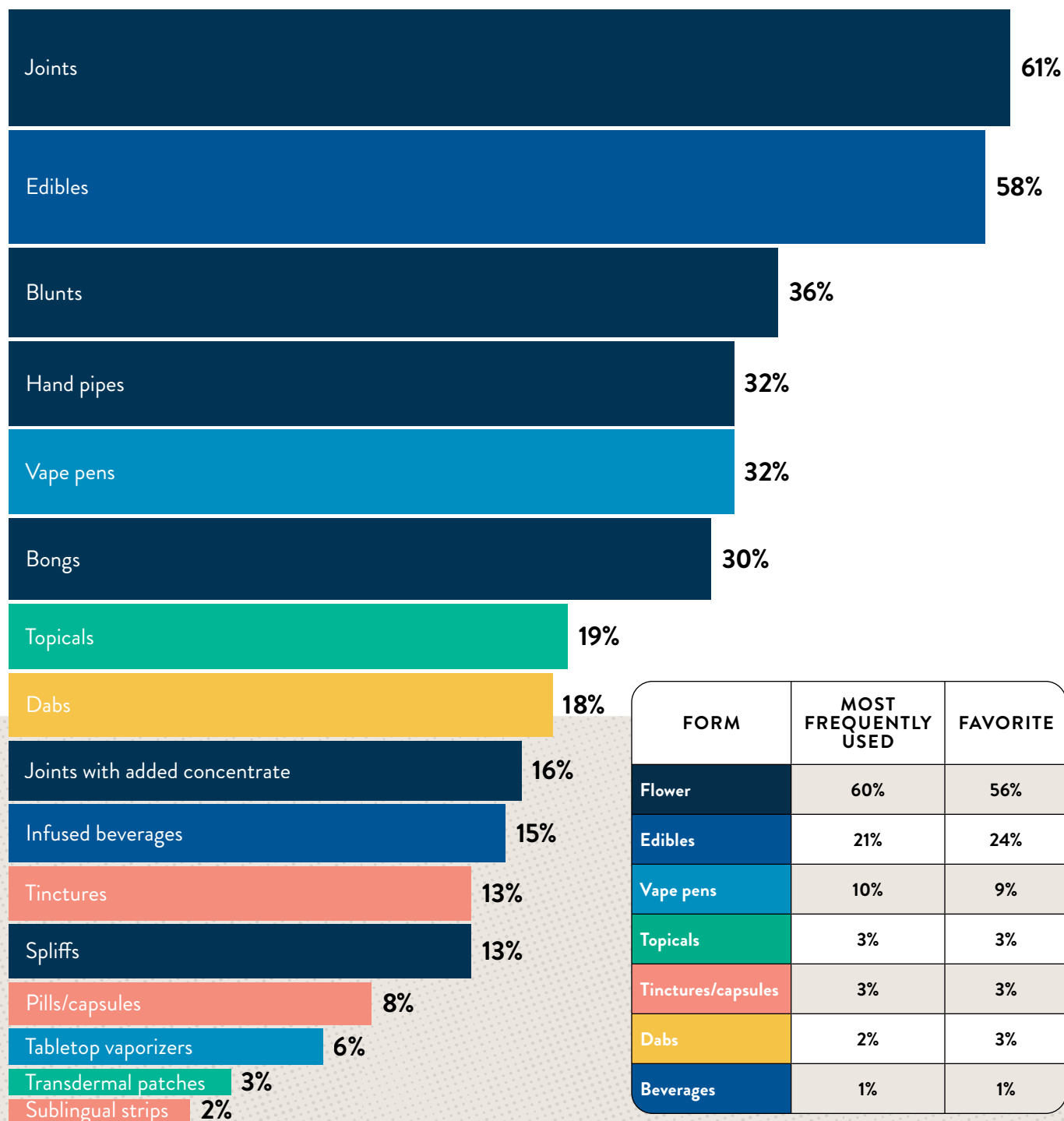
Since last year, there has been a small increase in the share of consumers who say they use exclusively non-smokable forms of cannabis (from 17% to 21%).

2022 VS. 2023



Popular Product Forms

Joints and edibles are the leading forms, each used by a majority of current consumers. Vape pens are the next most commonly used non-flower form, with about a third (32%) of consumers using them.



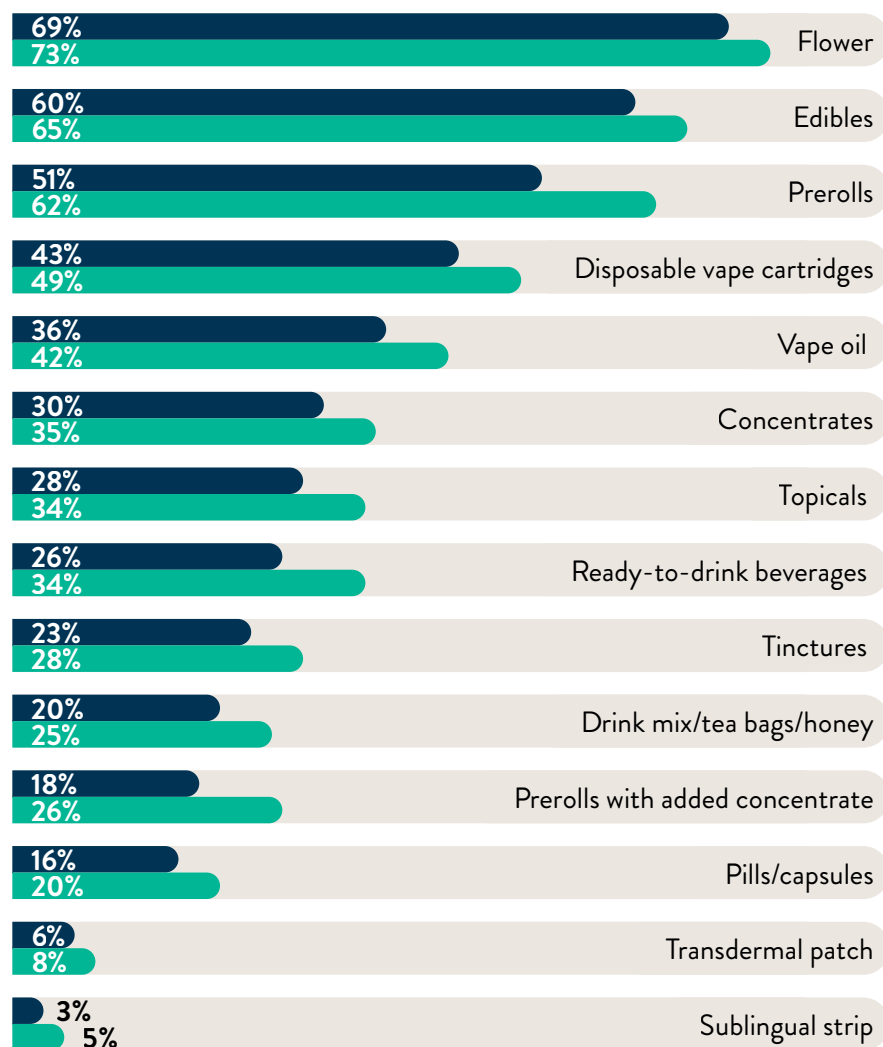
ACCESS

Which forms consumers use is limited by what they have access to.

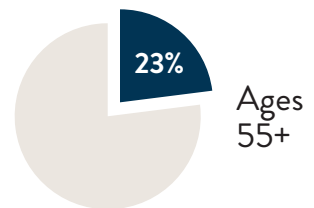
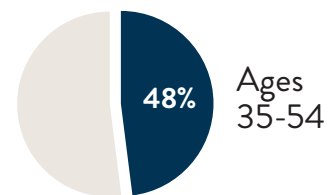
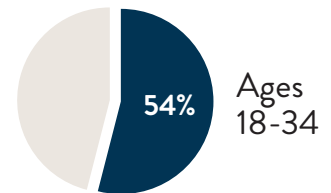
Fewer than half of consumers report having access to any forms of cannabis other than flower, prerolls, and edibles, even in adult-use states. We expect use of many of these forms to gradually increase in popularity as legal markets expand and dispensaries diversify their product offerings.

What forms of cannabis do you have access to?

- All consumers
- Consumers in adult-use states



When I hear about a new cannabis product, I am eager to try it.



44%

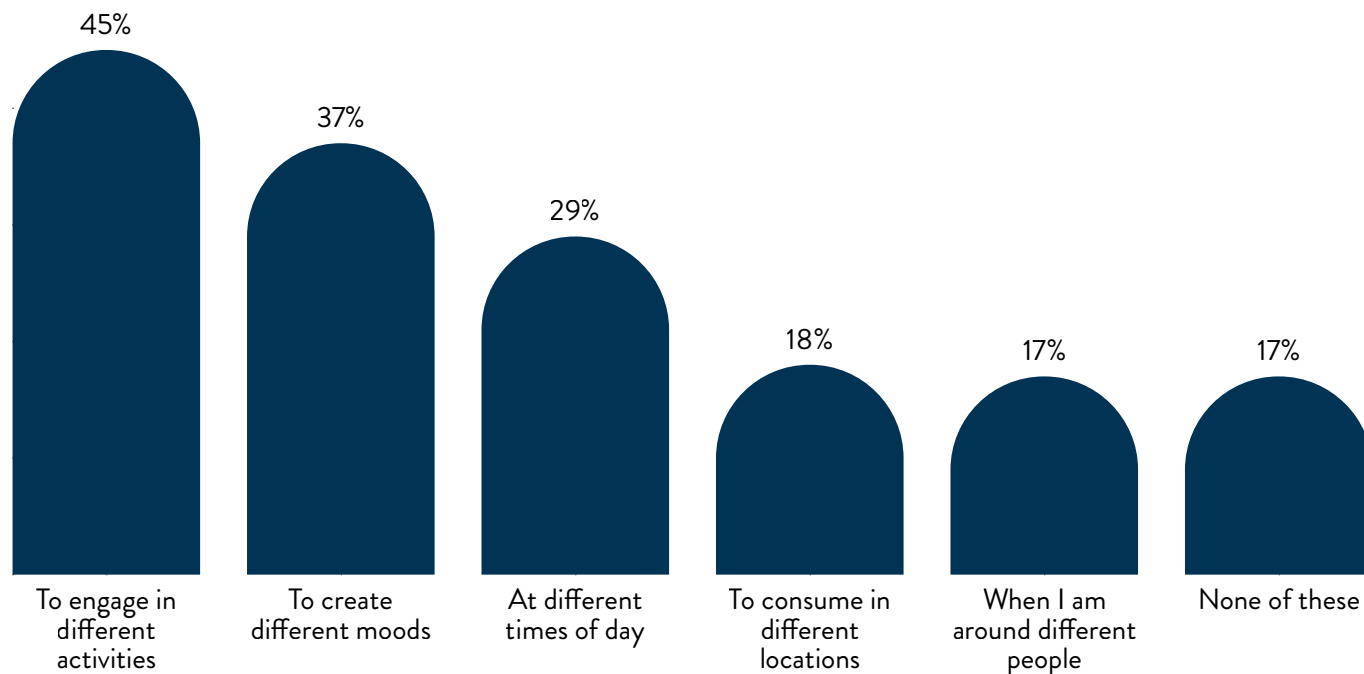
of current consumers express interest in trying new cannabis products.

Younger consumers are especially interested in new products.

USE OF MULTIPLE FORMS

I choose different forms of cannabis...

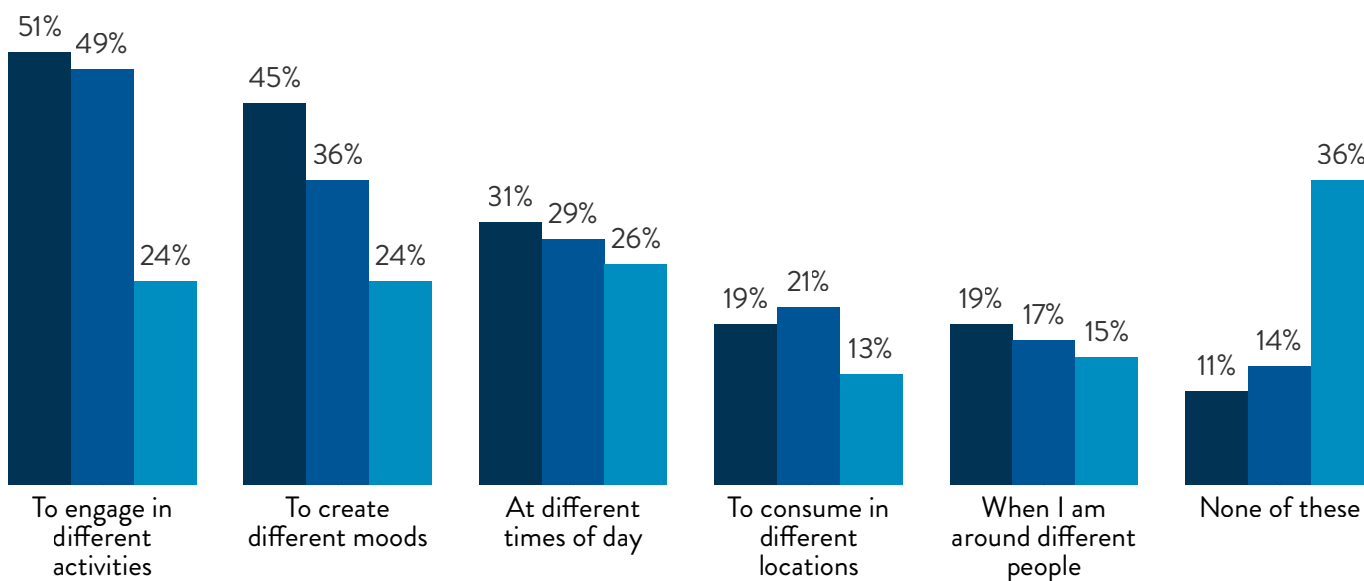
Among current (annual+) consumers who use more than one form of cannabis.



I choose different forms of cannabis: **By Age**

Younger consumers are more likely to have reasoning behind their selection of different product forms than are consumers over 55.

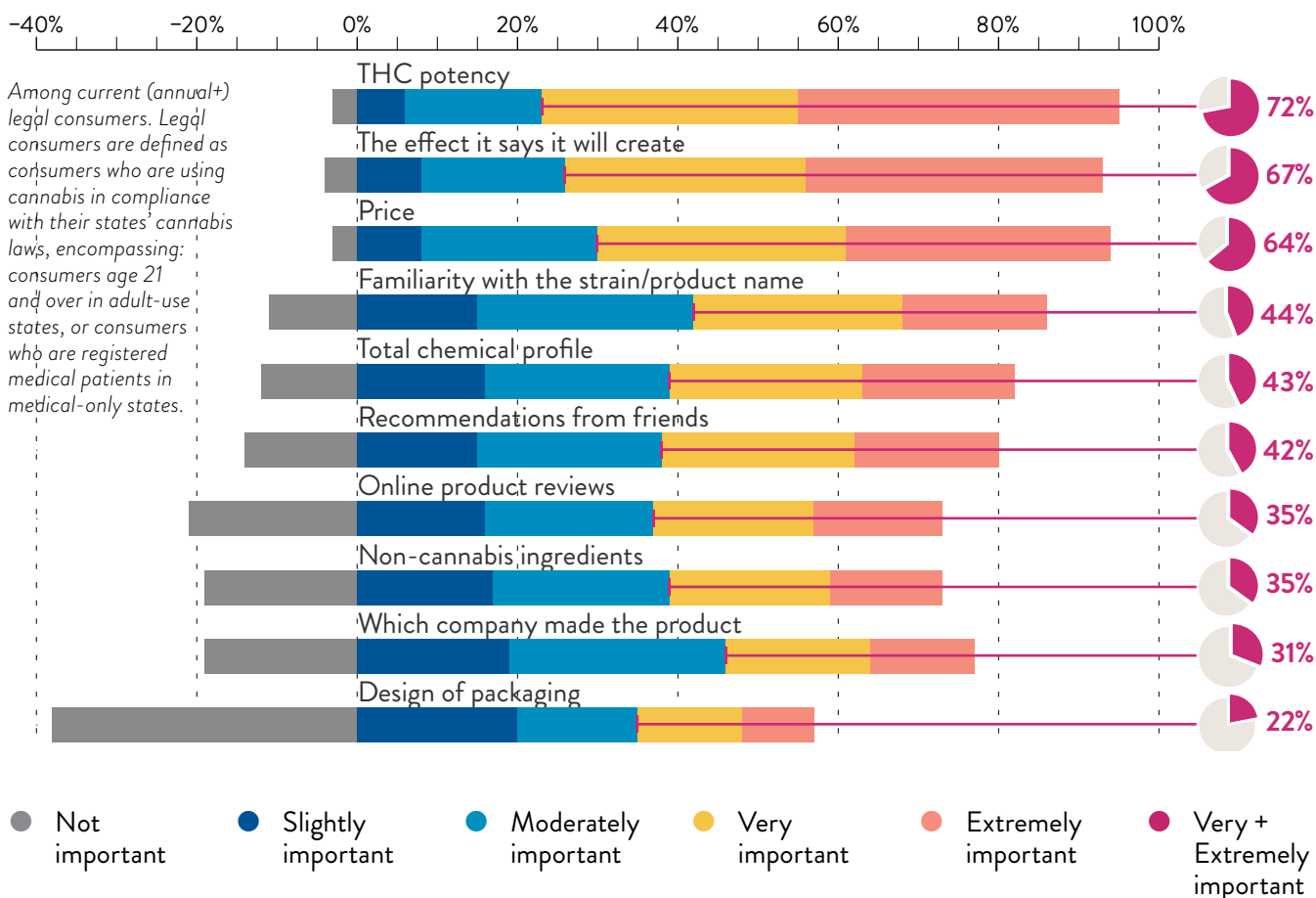
- Ages 18-34
- Ages 35-54
- Ages 55+



Among current (annual+) consumers who use more than one form of cannabis.

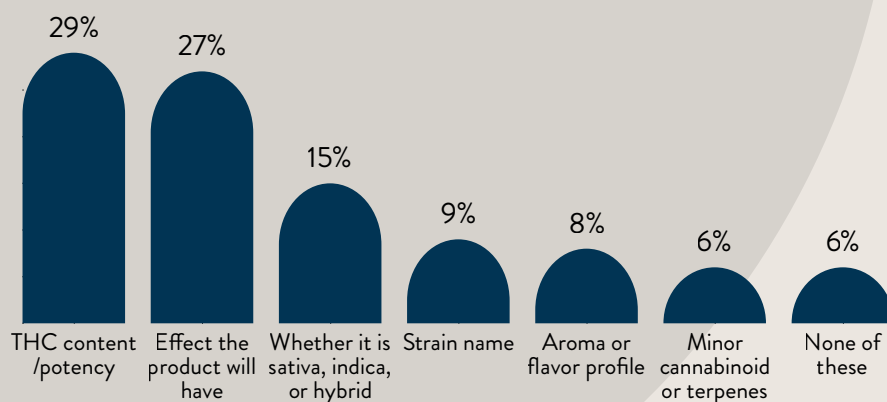
PRODUCT SELECTION

Product Purchase Selection Factors



Which information is most helpful to you when choosing which cannabis product to purchase or use?

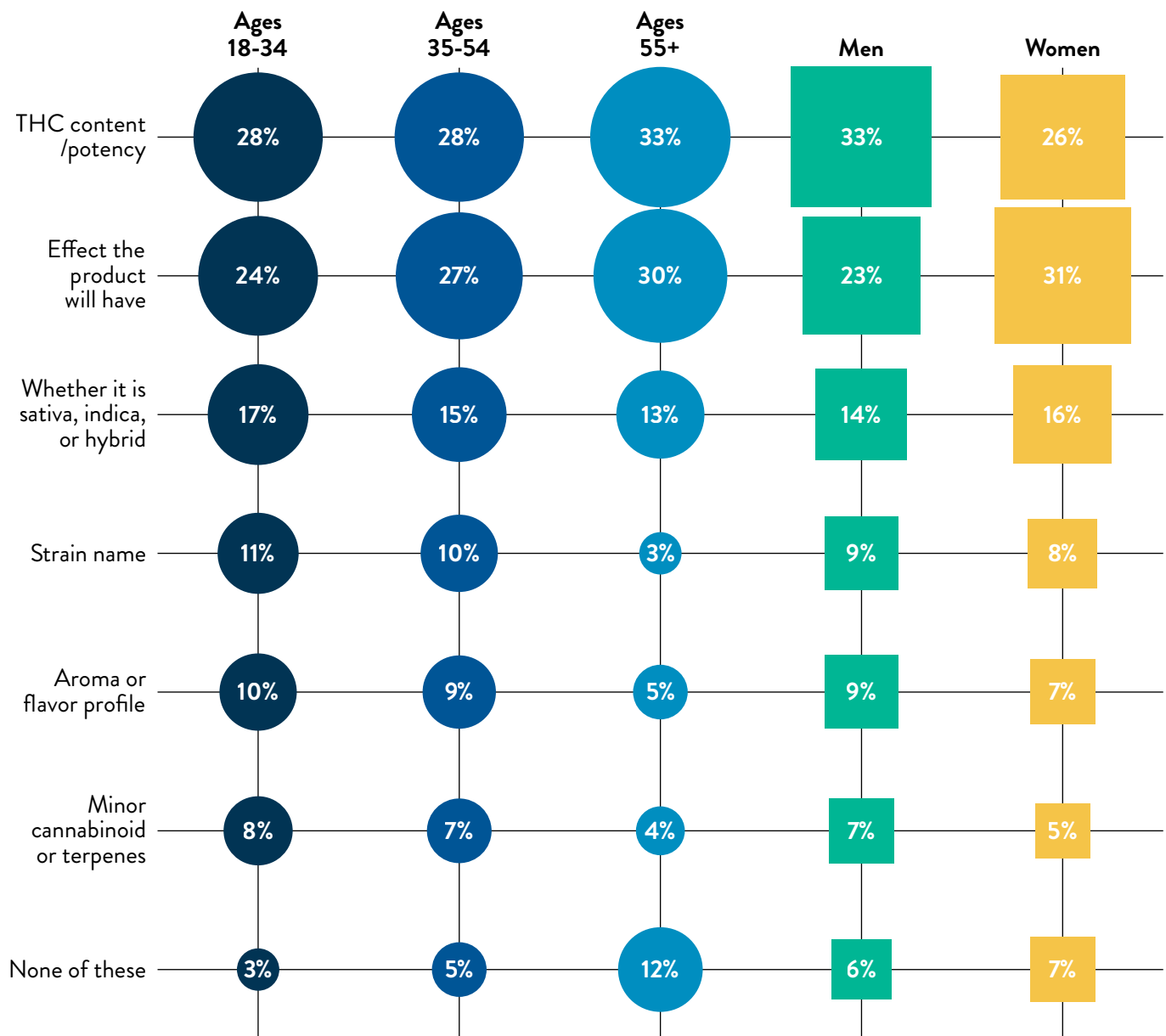
THC potency and effect of the product are the attributes that consumers say are most relevant in deciding which product to choose. 56% of consumers named one of these as the most important attribute to know about a product.



Which information is most helpful to you when choosing which cannabis product to purchase or use: **By Age & Gender**

THC potency and effect have an outsized importance for older consumers. 64% of consumers 55 and older name one of these as the most important, compared to 55% of 35-54-year-olds and 52% of 18-34-year-olds.

Among men, the most important attribute to know about a product is its THC potency; for women it is the effect.



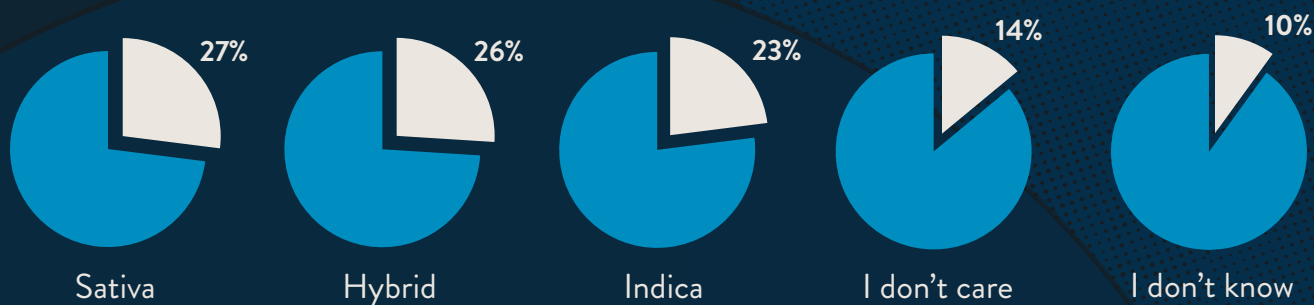
STRAINS VS. MINOR CANNABINOIDS & TERPENES

Despite recently increased industry focus on minor cannabinoids and terpenes, most consumers still use strains to make decisions.

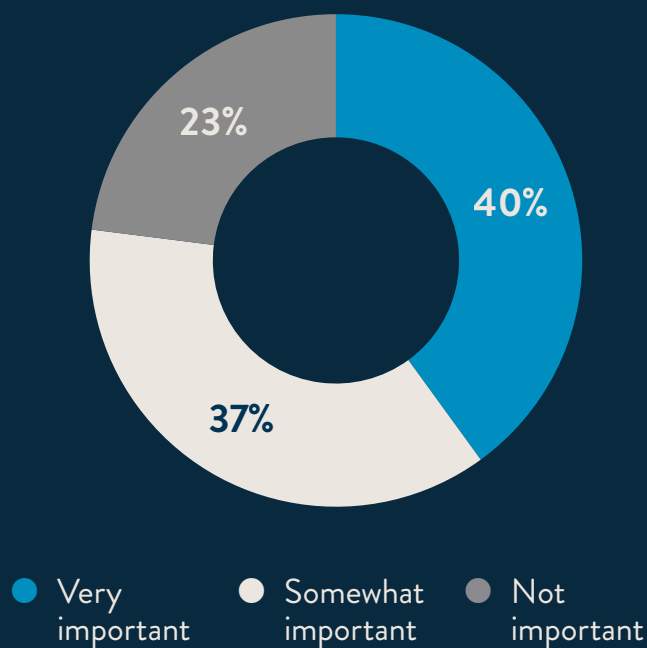
77%
of flower consumers say strains are important.

47%
say minor cannabinoid and terpene profile is important.

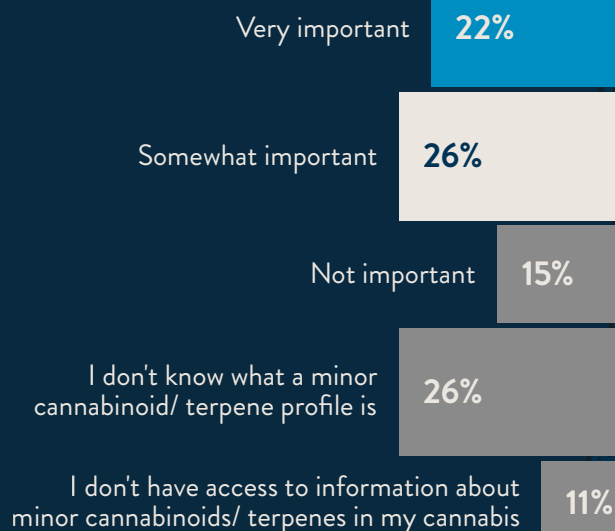
What type of cannabis do you prefer?



How important are strains to you?



Importance of Minor Cannabinoid/Terpene Profile

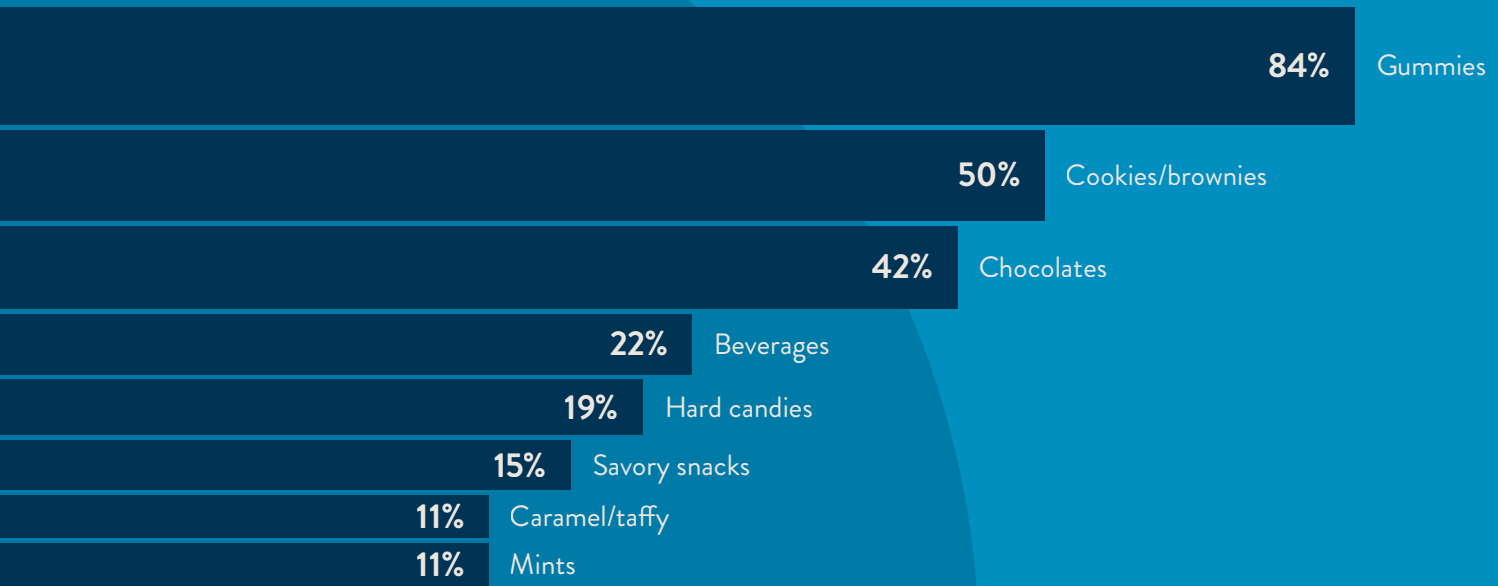


All charts this page: Among current (annual+) consumers who use smokable forms of cannabis.

EDIBLES

Most Commonly Used Edible Type

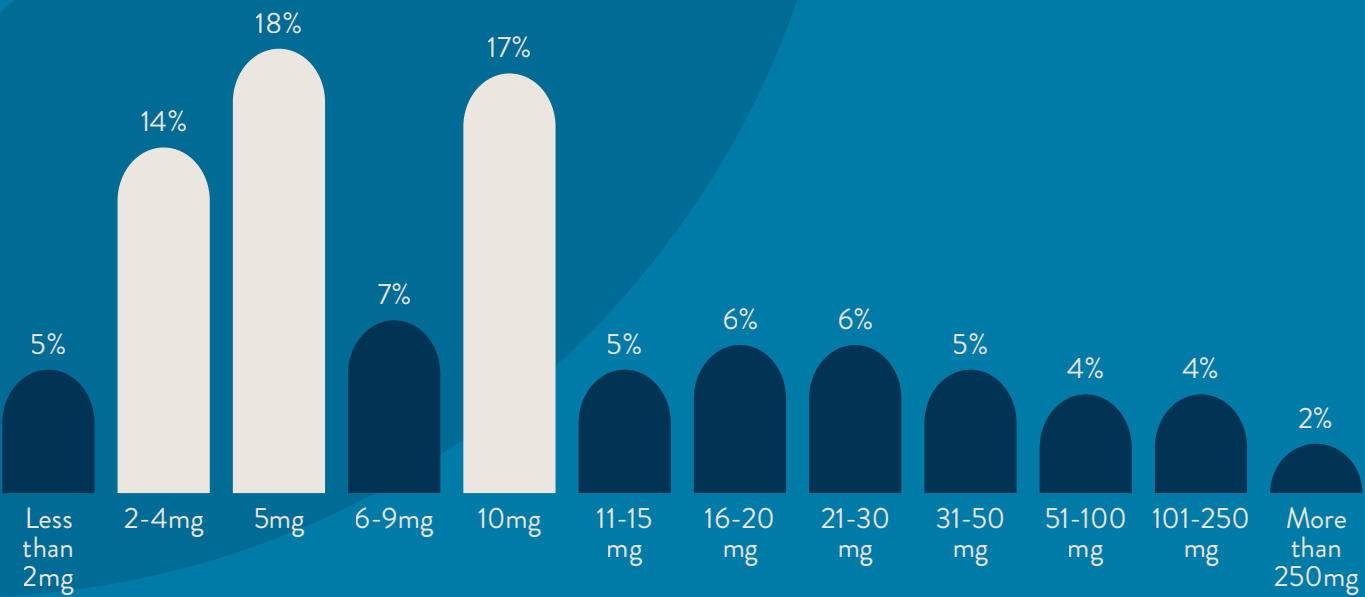
Among current (annual+) consumers who use edibles.



THC Dose per Session in Edibles/Beverages

The most common doses for manufactured edibles and drinks are 2mg, 5mg, and 10mg, which accounts for the relative popularity of these doses per session.

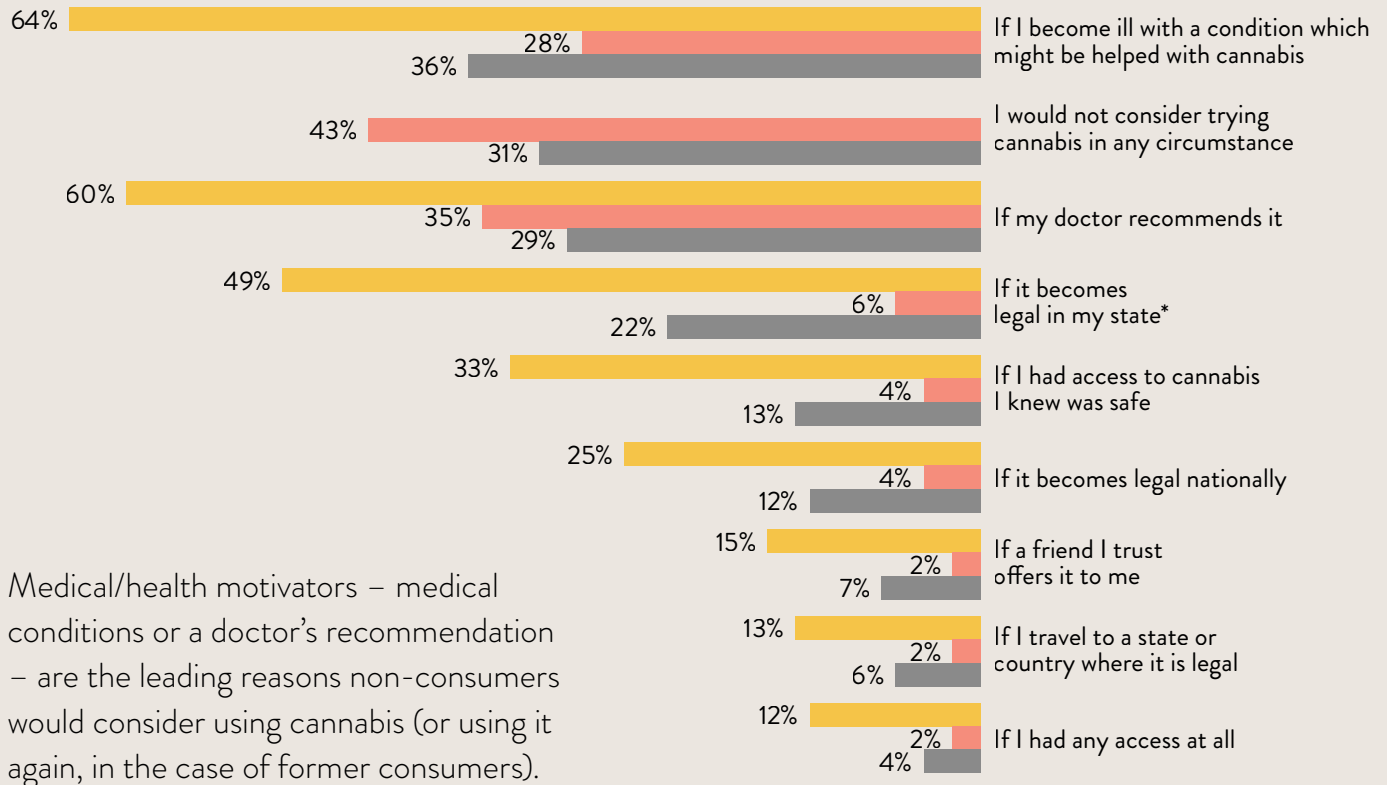
Among current (annual+) consumers who use edibles/beverages and typically know how many milligrams of THC they consume at a time



Non-consumers & Potential Use

Circumstances When Non-consumers Would Consider Using Cannabis

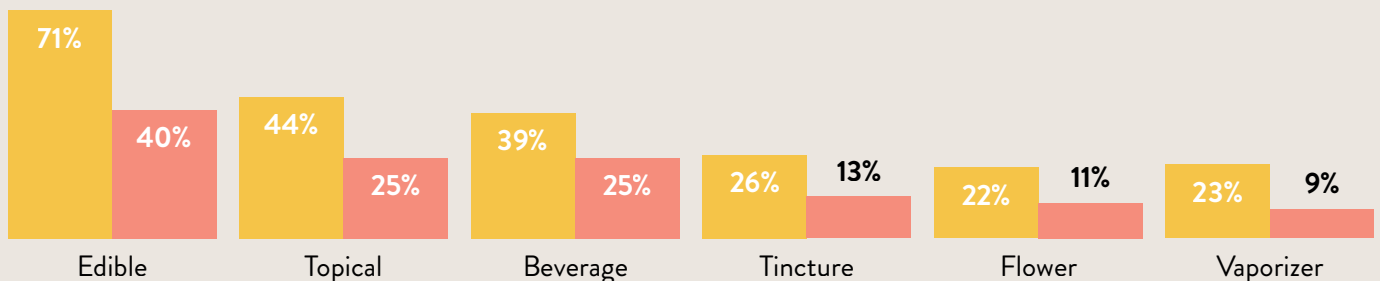
Among respondents who do not use cannabis.
*Among respondents in medical-only or illicit states



Medical/health motivators – medical conditions or a doctor’s recommendation – are the leading reasons non-consumers would consider using cannabis (or using it again, in the case of former consumers).

Potential Forms of Interest to Non-consumers

While smokable products are the most commonly used forms of cannabis among consumers, ingestible and topical forms are most appealing to non-consumers.

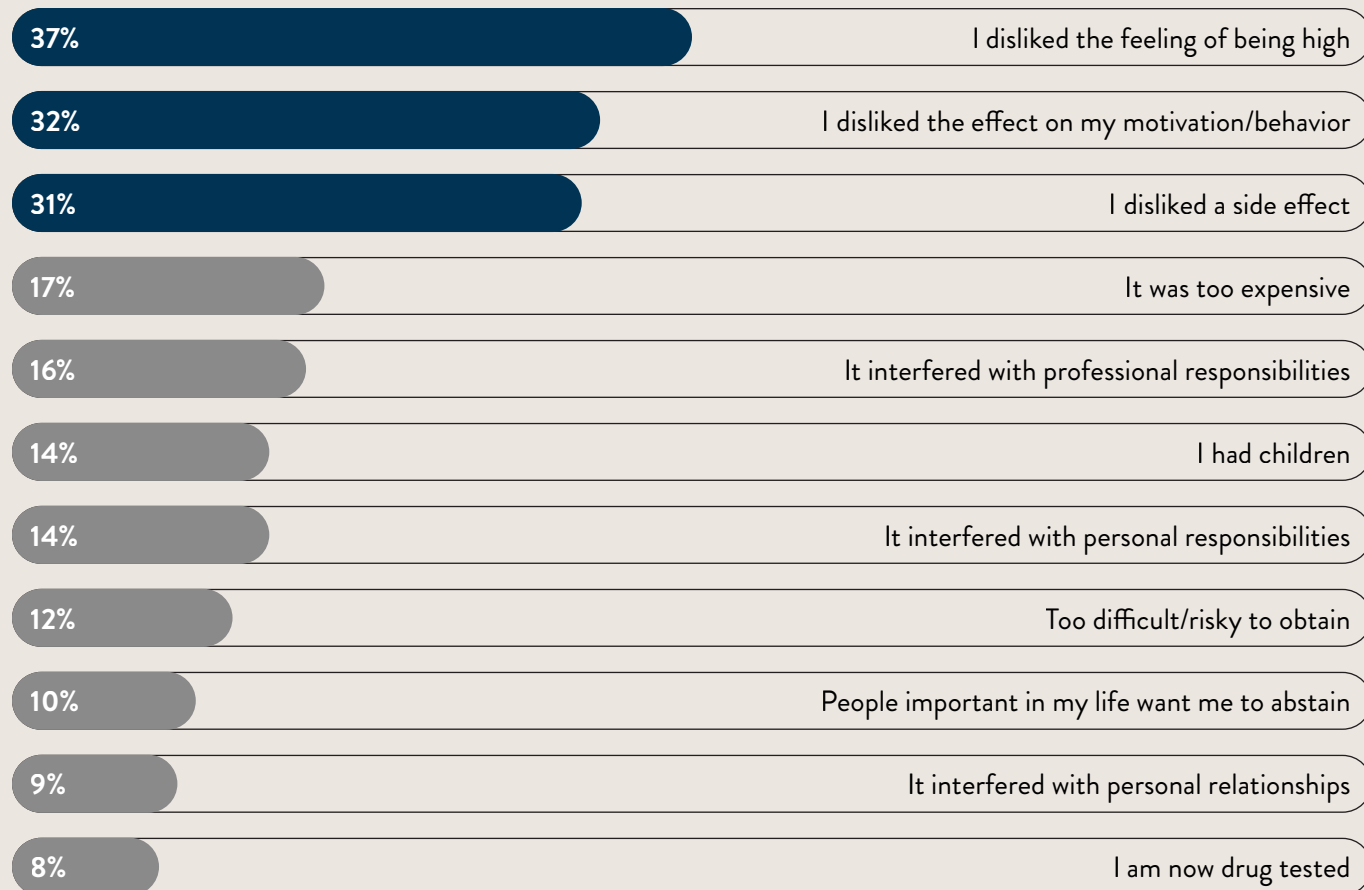


Among respondents who have never used cannabis.

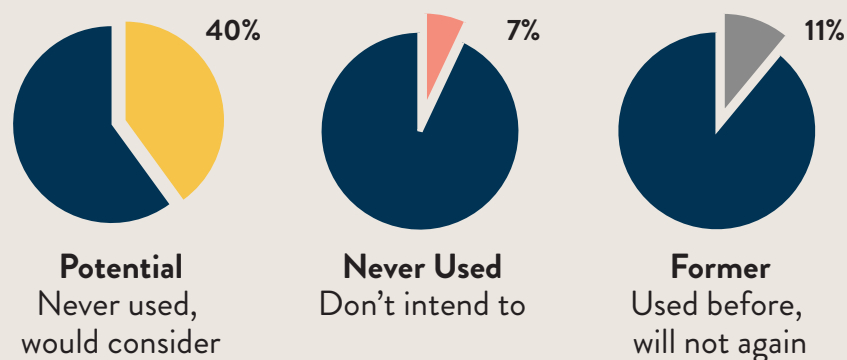
Former Consumers: Reasons for Stopping

The leading reasons former consumers stopped using cannabis relate to the effects of cannabis use.

Among respondents who used cannabis in the past but do not intend to use again.



Non-consumers Likely to Use Cannabis in the Next 6 Months



Among respondents who do not use cannabis.

16%

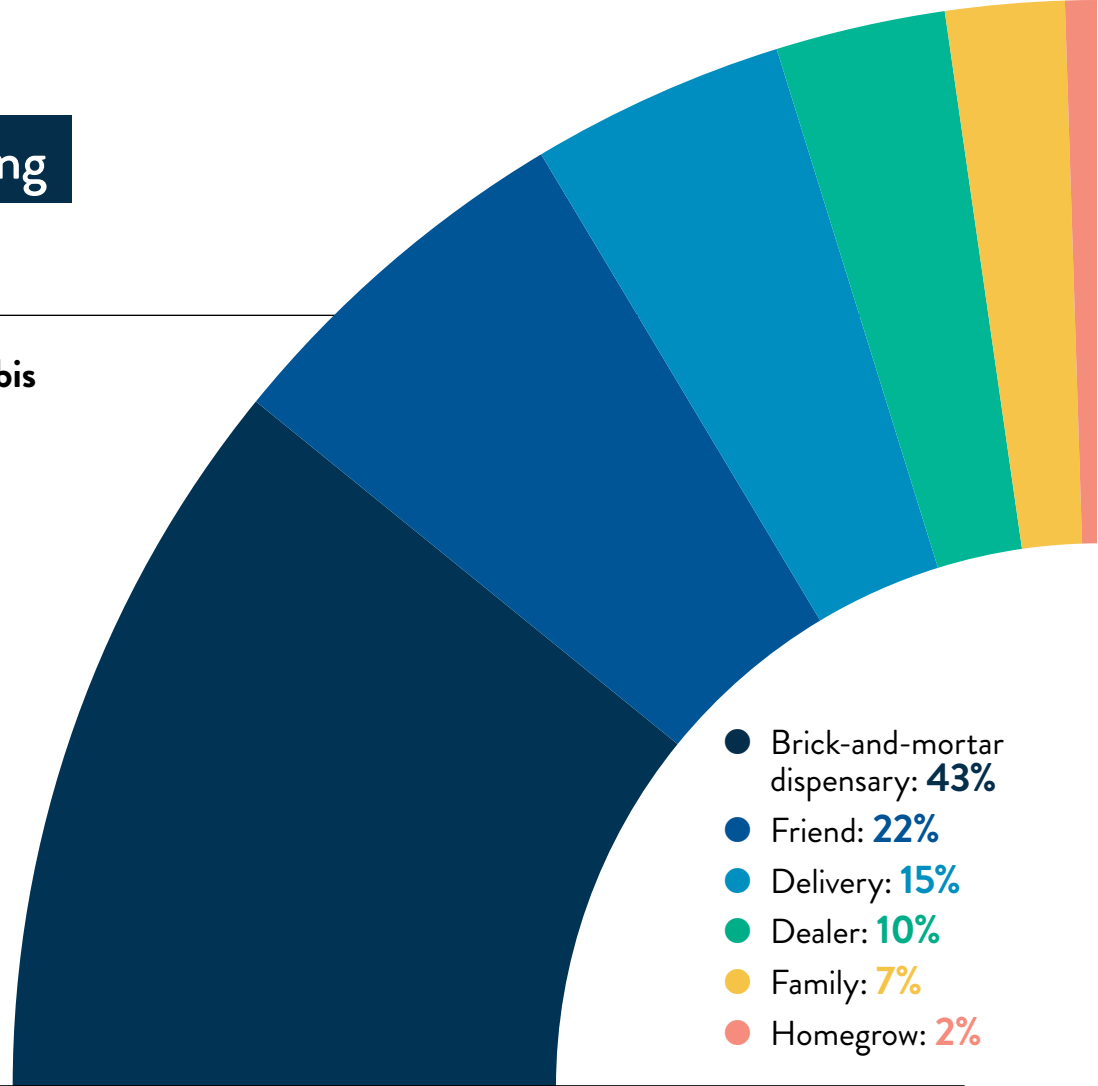
of all non-consumers say they are likely to use cannabis in the next 6 months.

Sourcing & Spending

Primary Source of Cannabis

More than 2 in 5 U.S. consumers say a brick-and-mortar dispensary is their primary source for cannabis. Friends are the next leading source, followed by delivery services.

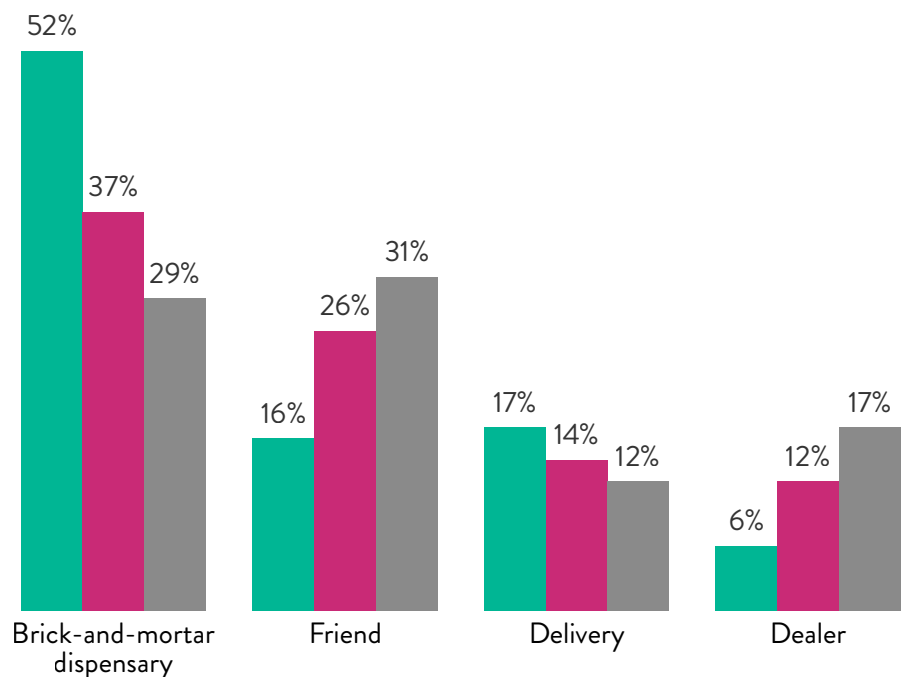
This pattern does not vary significantly between different ages and genders.



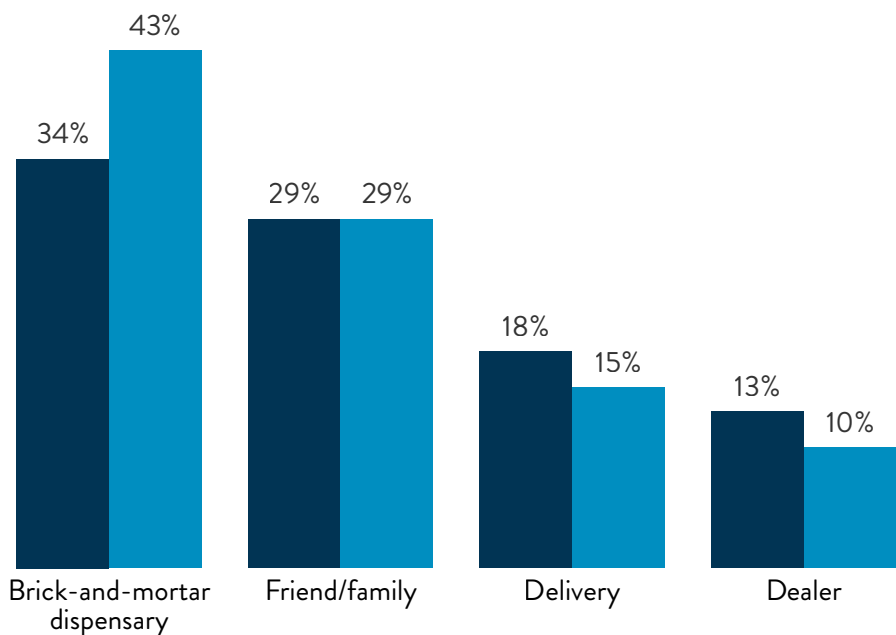
Primary Source: By Home State Market

Home state market type continues to be the biggest determinant of consumers' method of sourcing cannabis. In adult-use markets, a majority (52%) of consumers report brick-and-mortar dispensaries as their primary source. In illicit markets, friends are the leading primary source (31%).

- Adult-use state
- Medical only state
- Illicit state



Primary Source: 2022 vs. 2023



In the last year, the share of consumers who source primarily from brick-and-mortar dispensaries has increased significantly, from 34% to 43%. It is expected that this share will continue to grow over the next few years as more states legalize and markets become operational.

Despite the dramatic growth in use of brick-and-mortar dispensaries, friends and family continue to be a prevalent source.

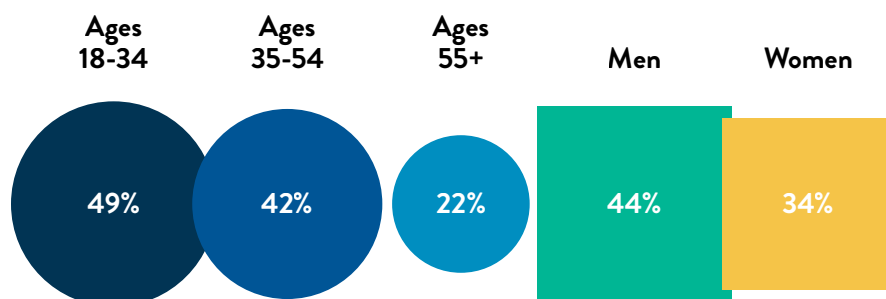
23%

of consumers acquire cannabis from a friend or family member and consume with that person.

31%

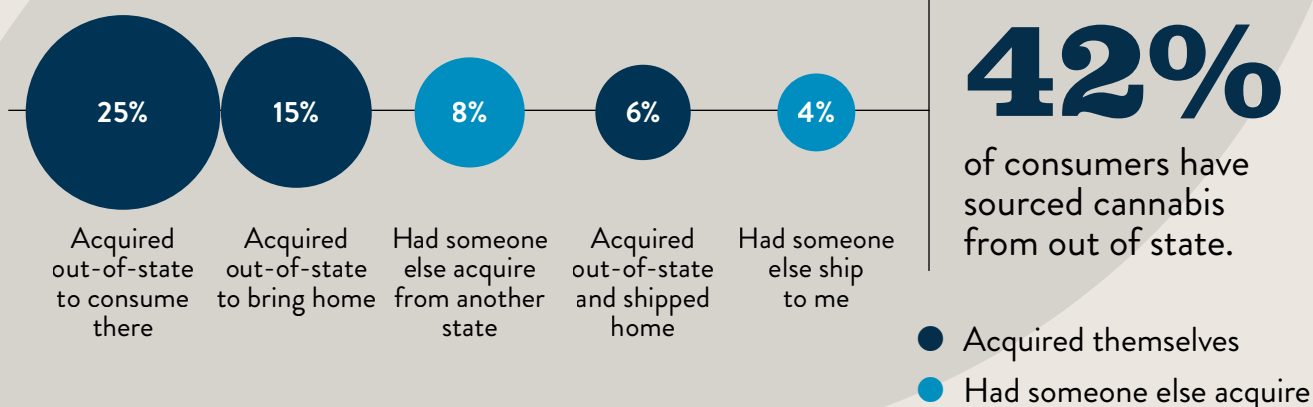
of consumers acquire cannabis from a friend or family member to consume at a later time.

Ever supply family or friends with cannabis.



39% of current consumers report supplying cannabis for their family or friends, including nearly half (49%) of consumers under age 35.

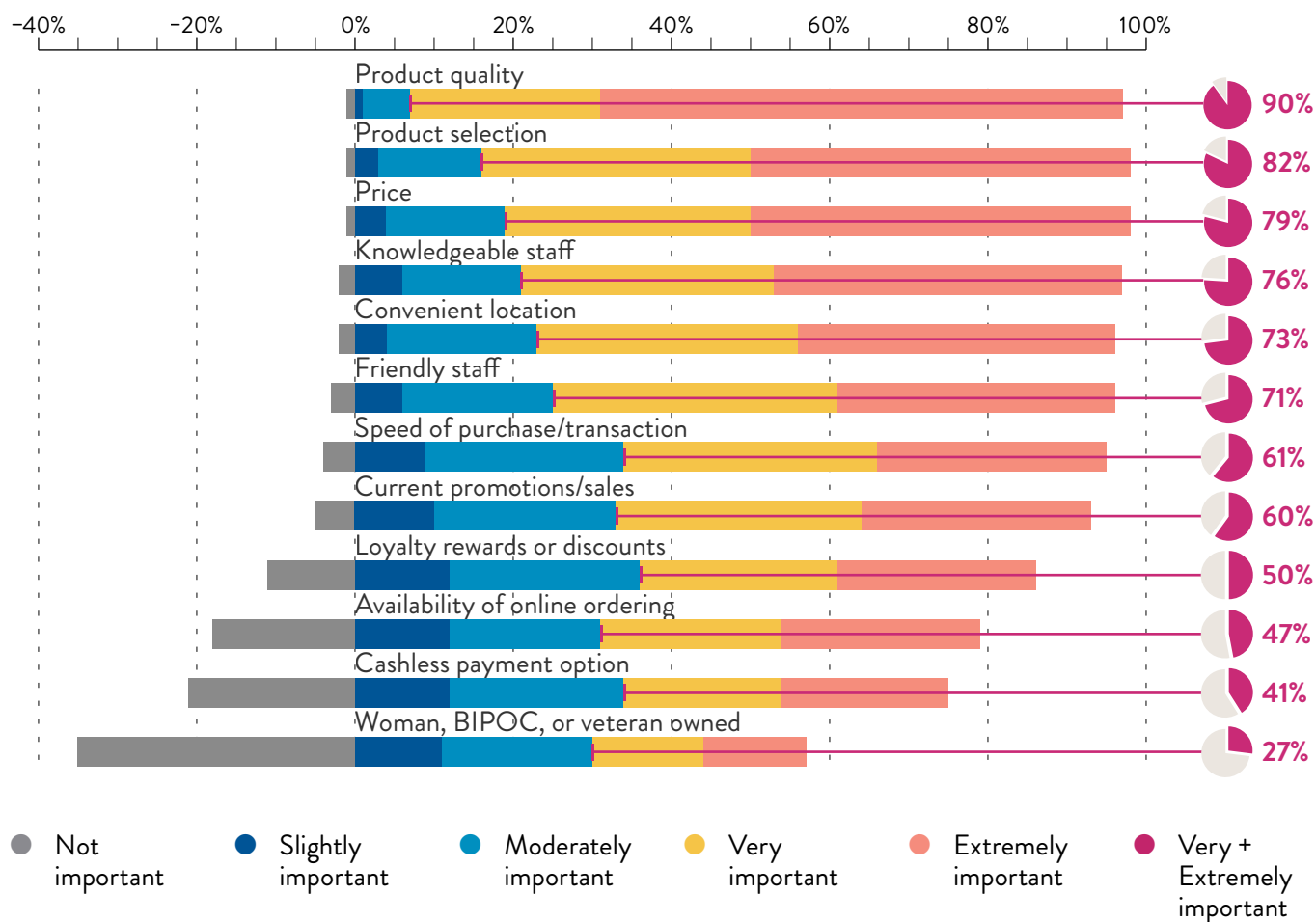
OUT-OF-STATE SOURCING



BUSINESS SOURCING DECISIONS

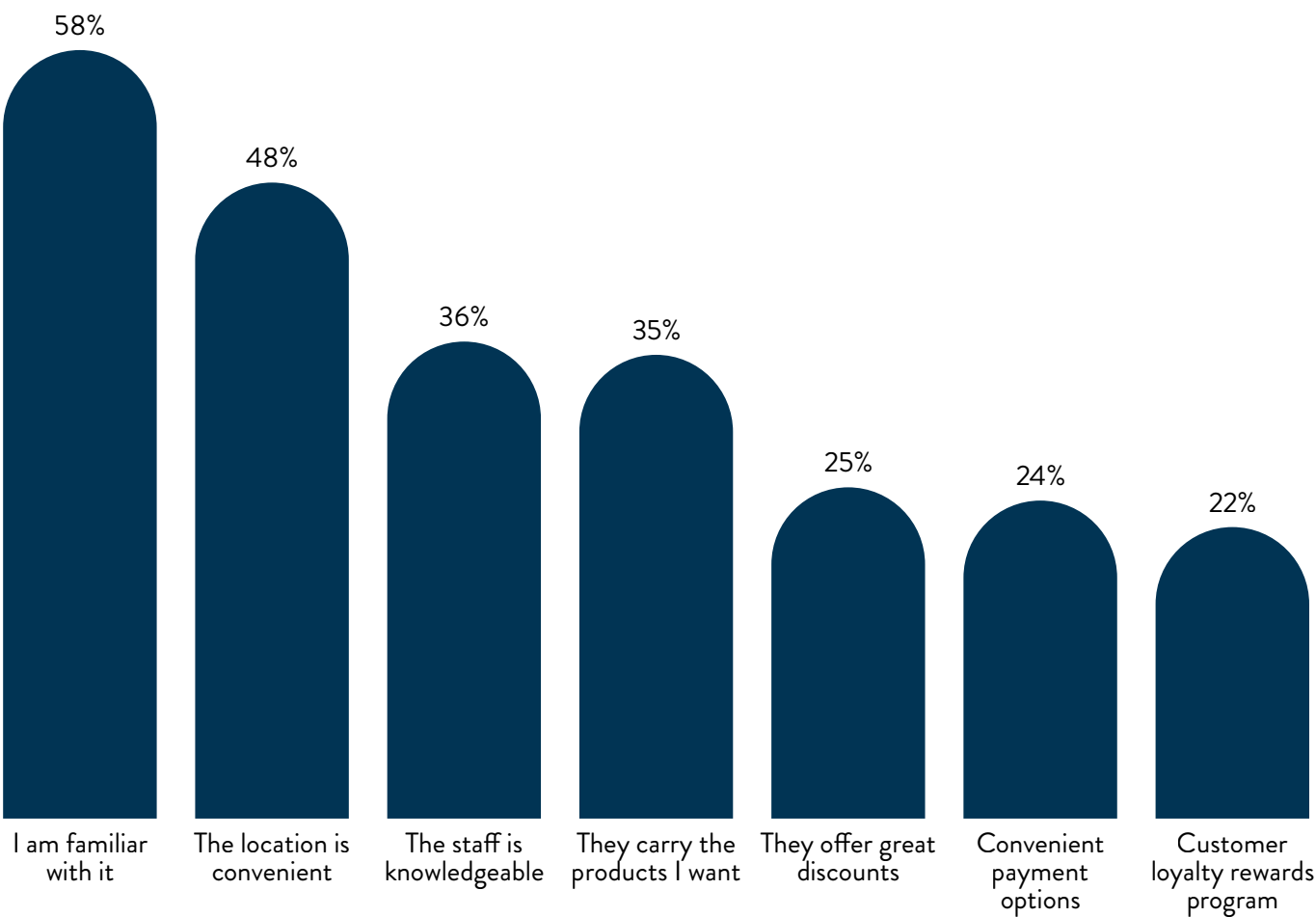
Source Decision Factors

Among current (annual+) consumers who source cannabis from a business (brick & mortar or delivery service).



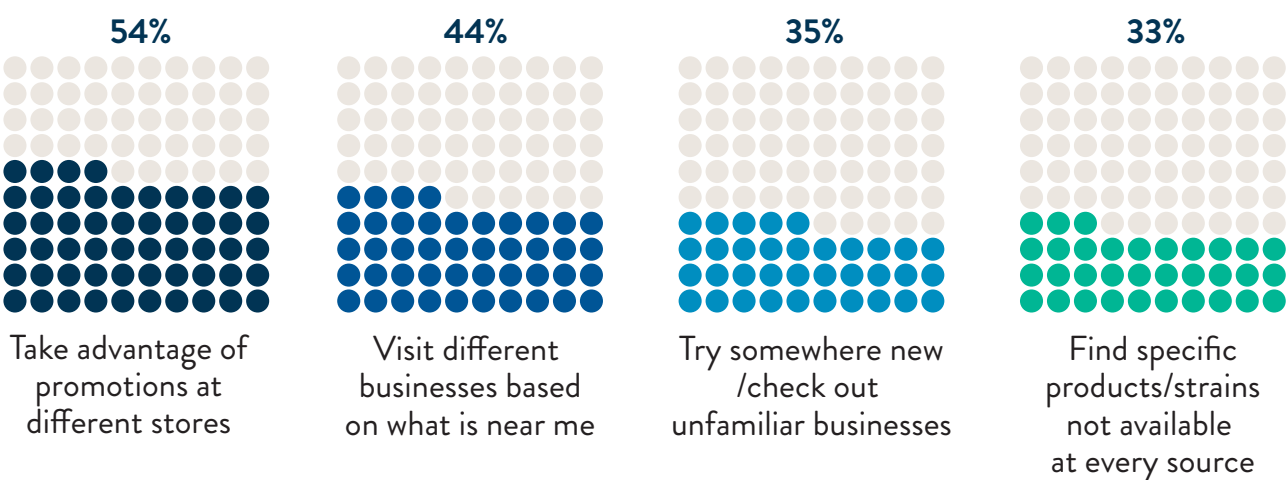
Business Loyalty Reasons

Among consumers who always or usually source from the same cannabis business.



Business Switching Reasons

Among consumers who source from different cannabis businesses.

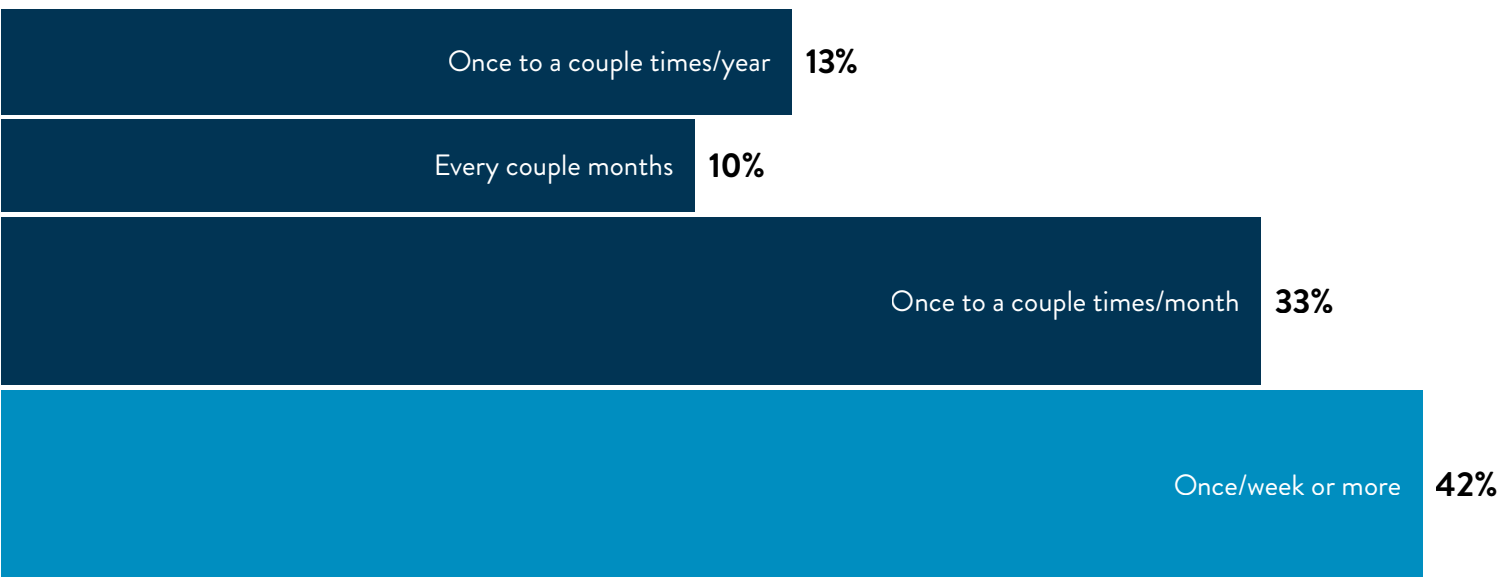


ACQUISITION FREQUENCY

Two in five current consumers acquire cannabis at least once per week. Younger consumers are more likely than older consumers to acquire at least weekly.

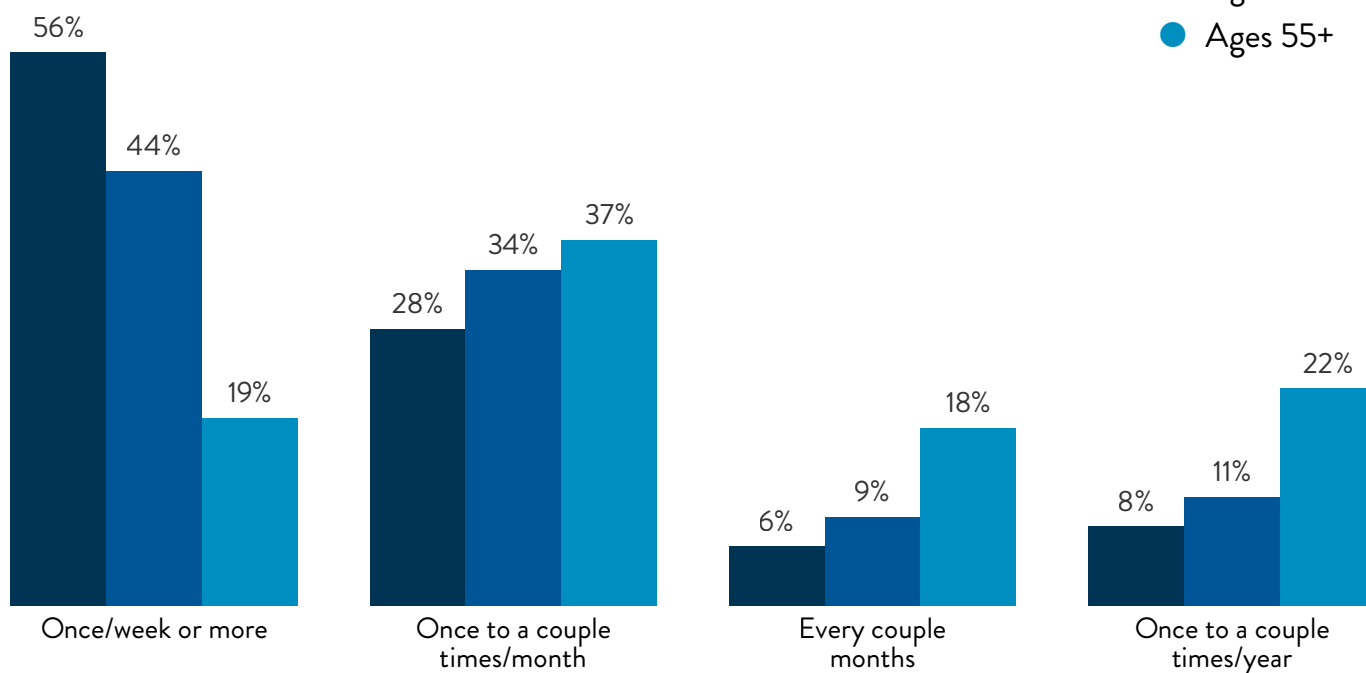
42%

of current consumers acquire cannabis at least once a week.



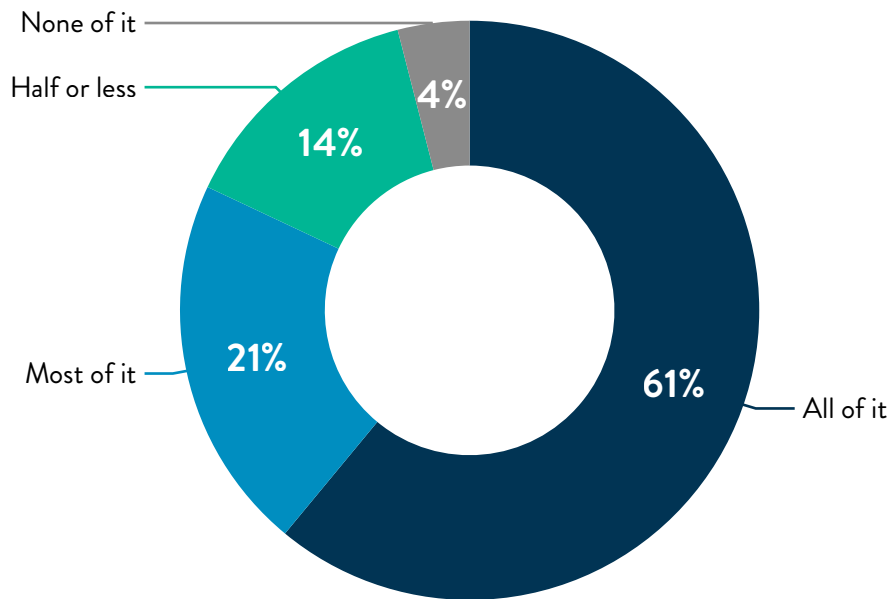
Acquisition Frequency: **By Age**

- Ages 18-34
- Ages 35-54
- Ages 55+



SPENDING

How much of the cannabis you consume do you pay for?

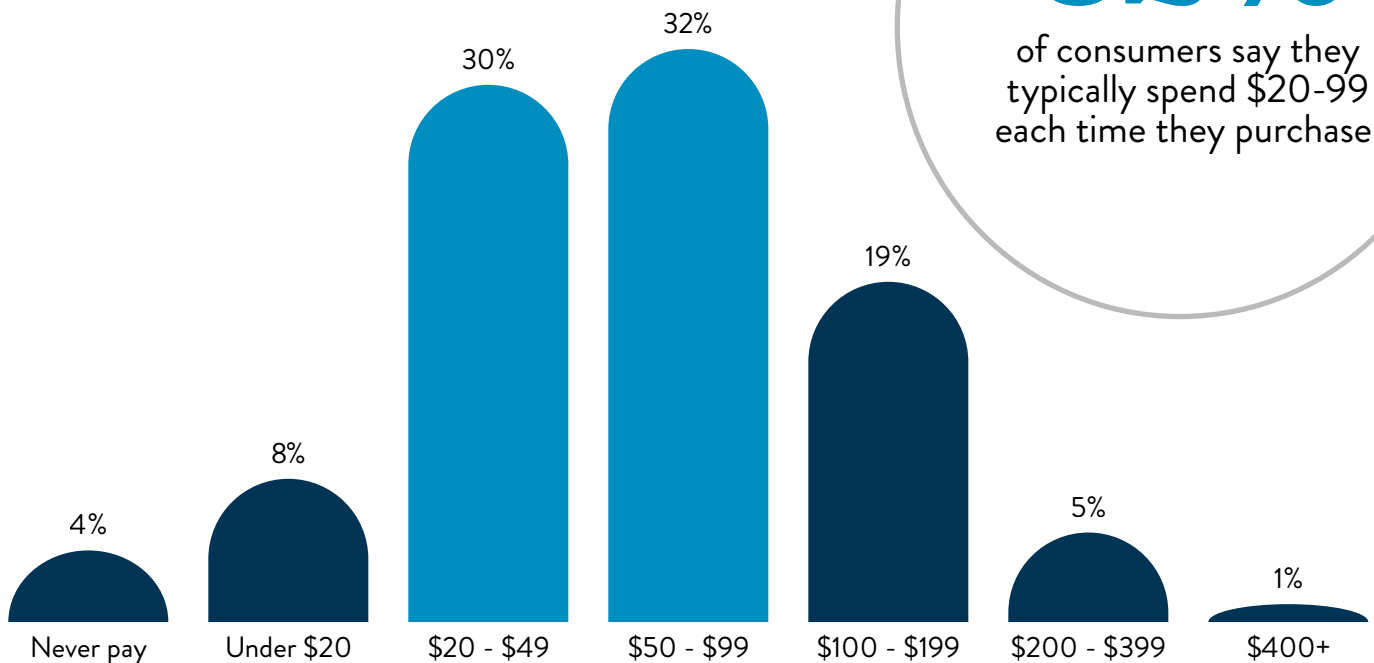


82%

of consumers pay for most or all of the cannabis they consume.

Only 4% say they never pay for cannabis.

Typical Spend per Purchase



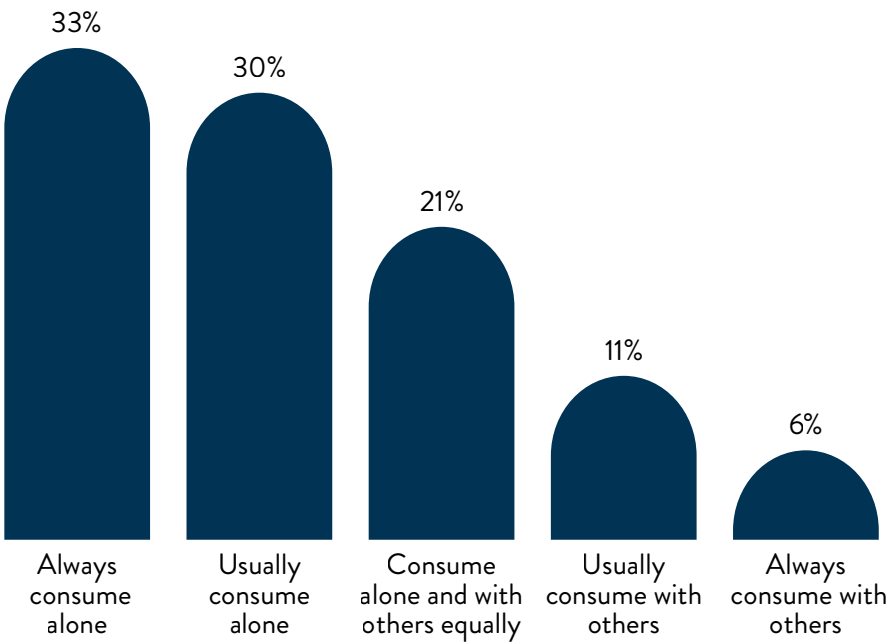
62%

of consumers say they typically spend \$20-99 each time they purchase.

Social Factors & Use

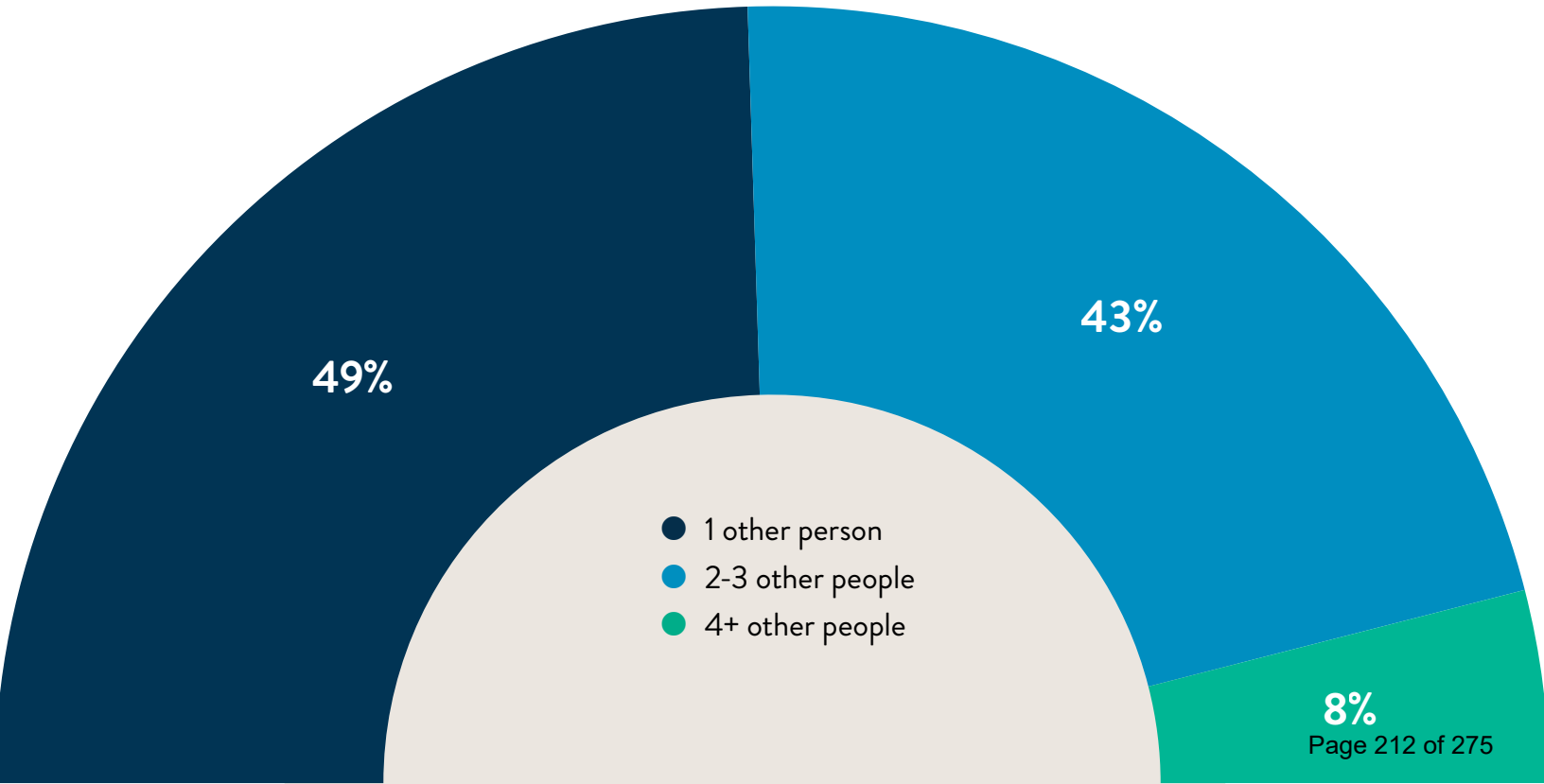
Use Context

Most current consumers (63%) report always or usually consuming cannabis alone. Of the 17% who always or usually consume with others, about half typically use with just one other person.



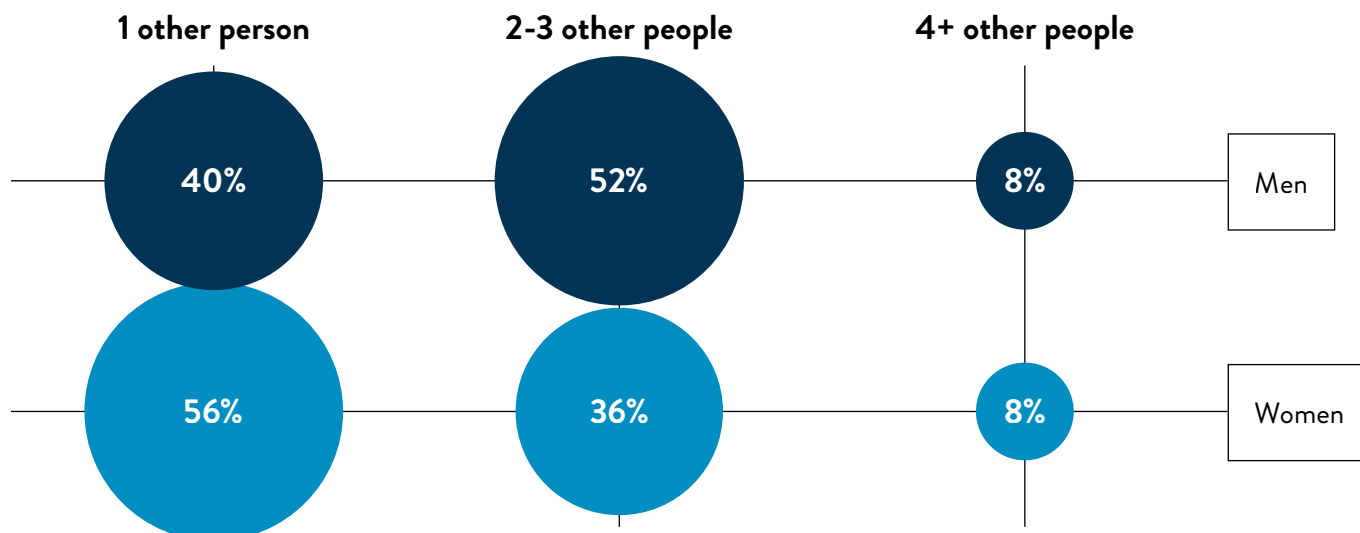
If you consume with others, how many people are you typically with?

Among current (annual+) consumers who always or usually consume with others.



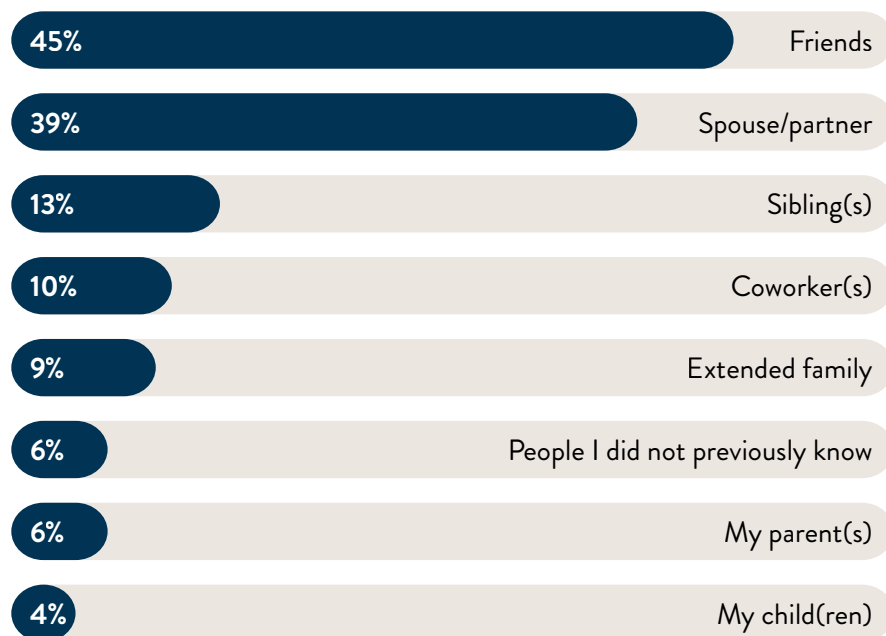
If you consume with others, how many people are you typically with: **By Gender**

Among consumers who typically use cannabis with others, women are more likely to consume with just one other person, whereas men are more likely to consume with 2-3 others.



Among current (annual+) consumers who always or usually consume with others.

With whom have you consumed cannabis in the last year?

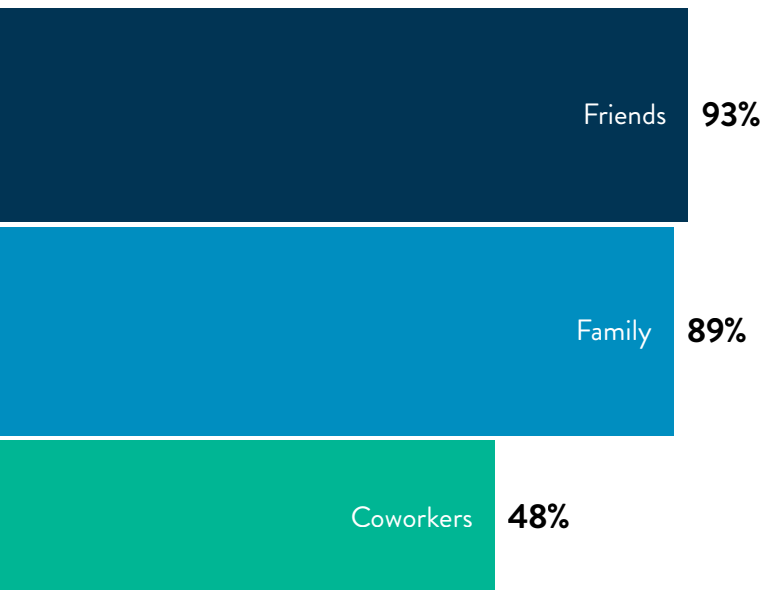


26%

of consumers say cannabis is sometimes a part of holiday gatherings/celebrations with family.

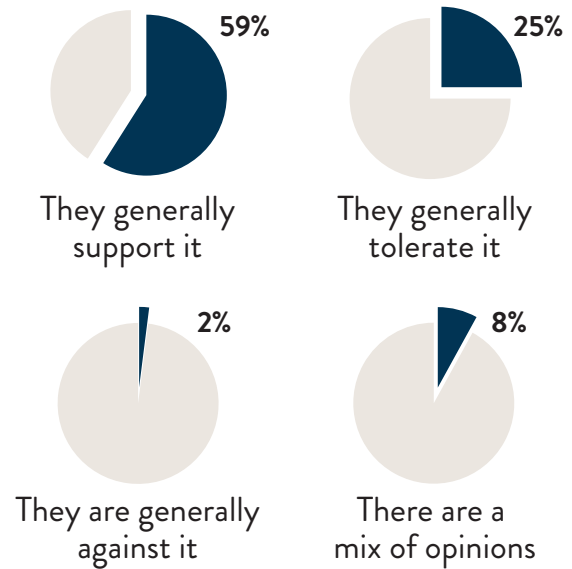
OPENNESS

Who knows you consume cannabis?



How do your friends/family feel about your cannabis use?

Among current (annual+) consumers who have friends or family that know about their cannabis use.



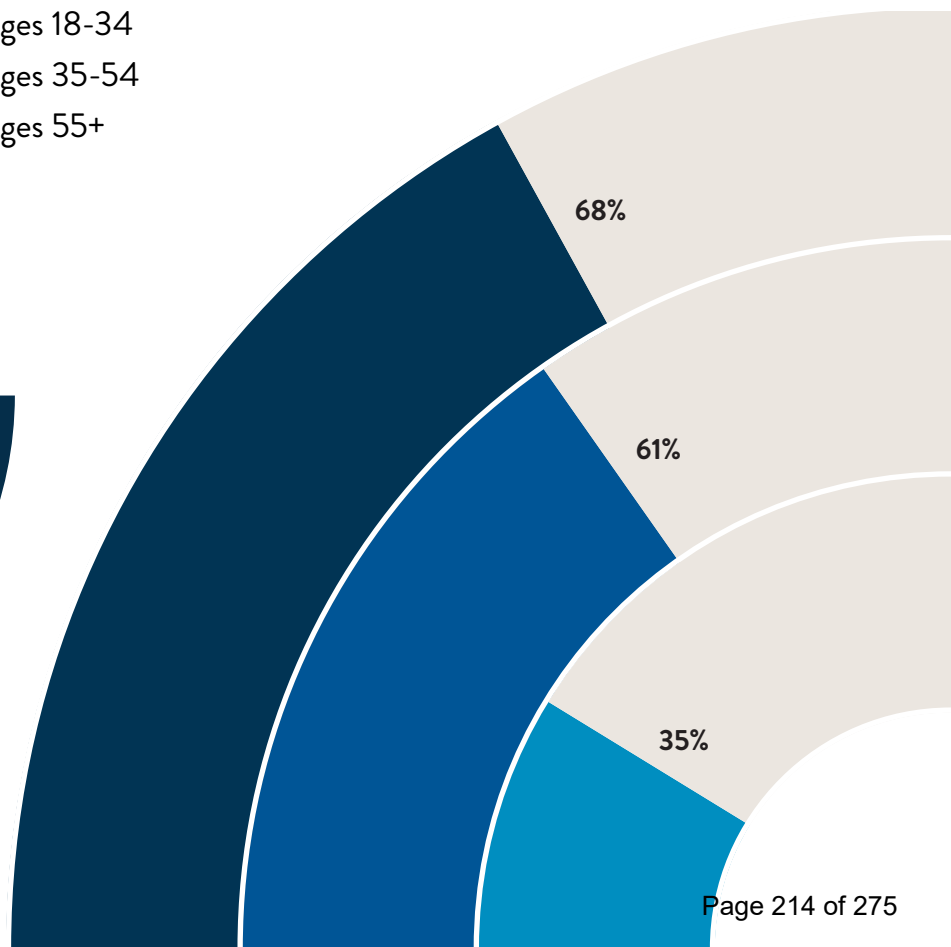
Nearly 3 in 5 consumers report that most of their friends are also cannabis users. Among consumers under 35 years old, it is two thirds. Likelihood of friends also being cannabis consumers did not differ significantly by gender or home state market type.

Most of my friends are cannabis consumers: **By Age**

- Ages 18-34
- Ages 35-54
- Ages 55+

57%

of current consumers say most of their friends are cannabis consumers.



Policy Beliefs

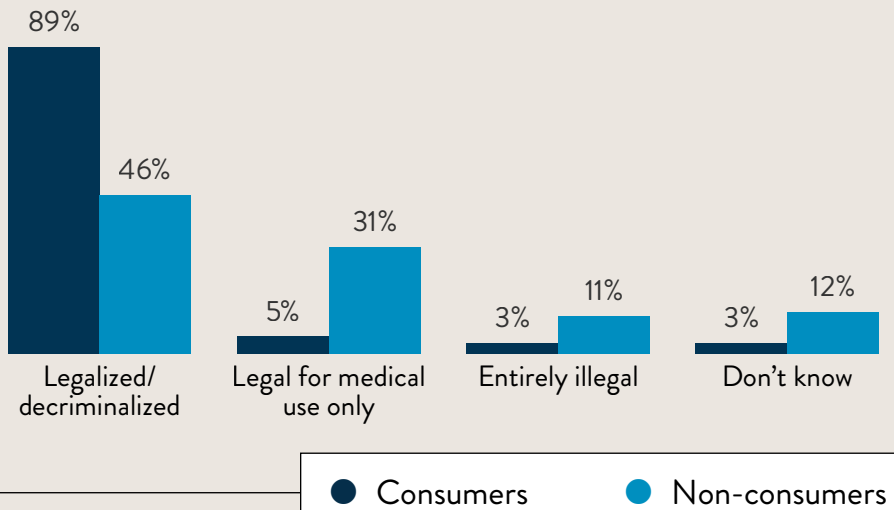
General Population:

Which best describes your views on cannabis legalization?

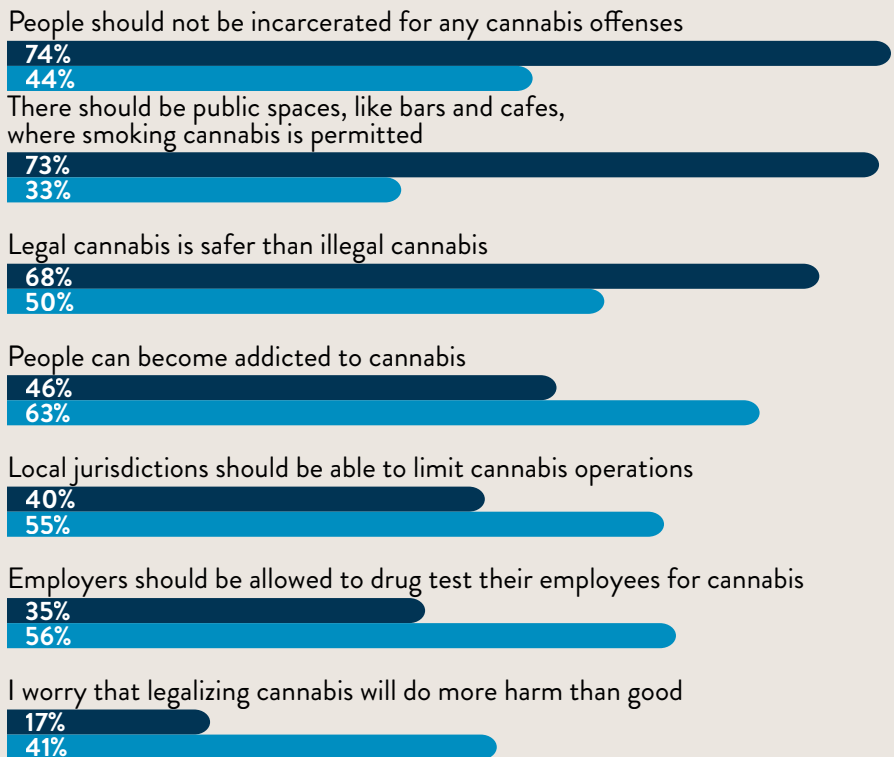


Which best describes your views on cannabis legalization:

Consumers vs. Non-consumers



Policy Beliefs: Consumers vs. Non-consumers

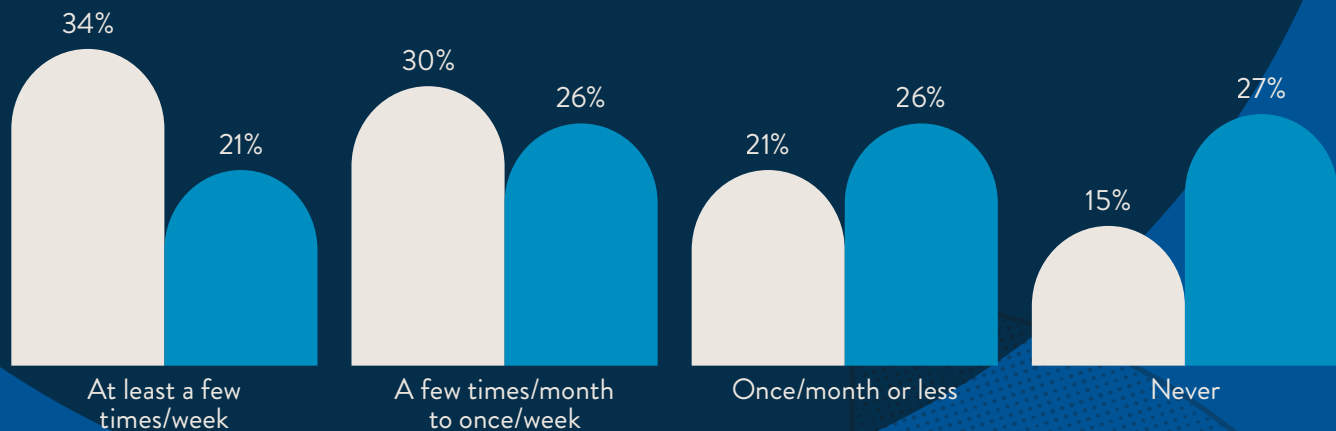


Other Consumption

ALCOHOL

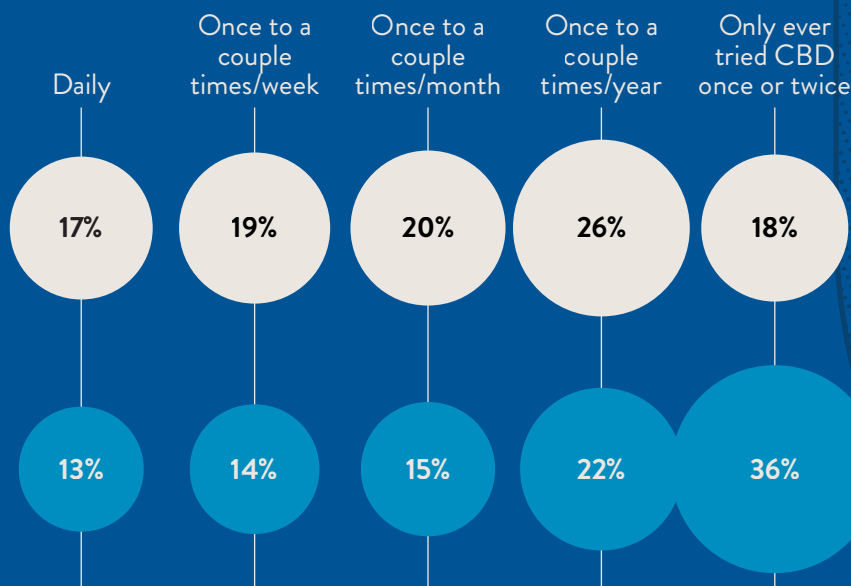
Frequency of Alcohol Use: Consumers vs. Non-consumers

Cannabis consumers are more likely than non-consumers to also consume alcohol, and generally use it more frequently.



CBD

Frequency of CBD Use: Consumers vs. Non-consumers



● Consumers ● Non-consumers

54%

of cannabis consumers
have tried CBD.

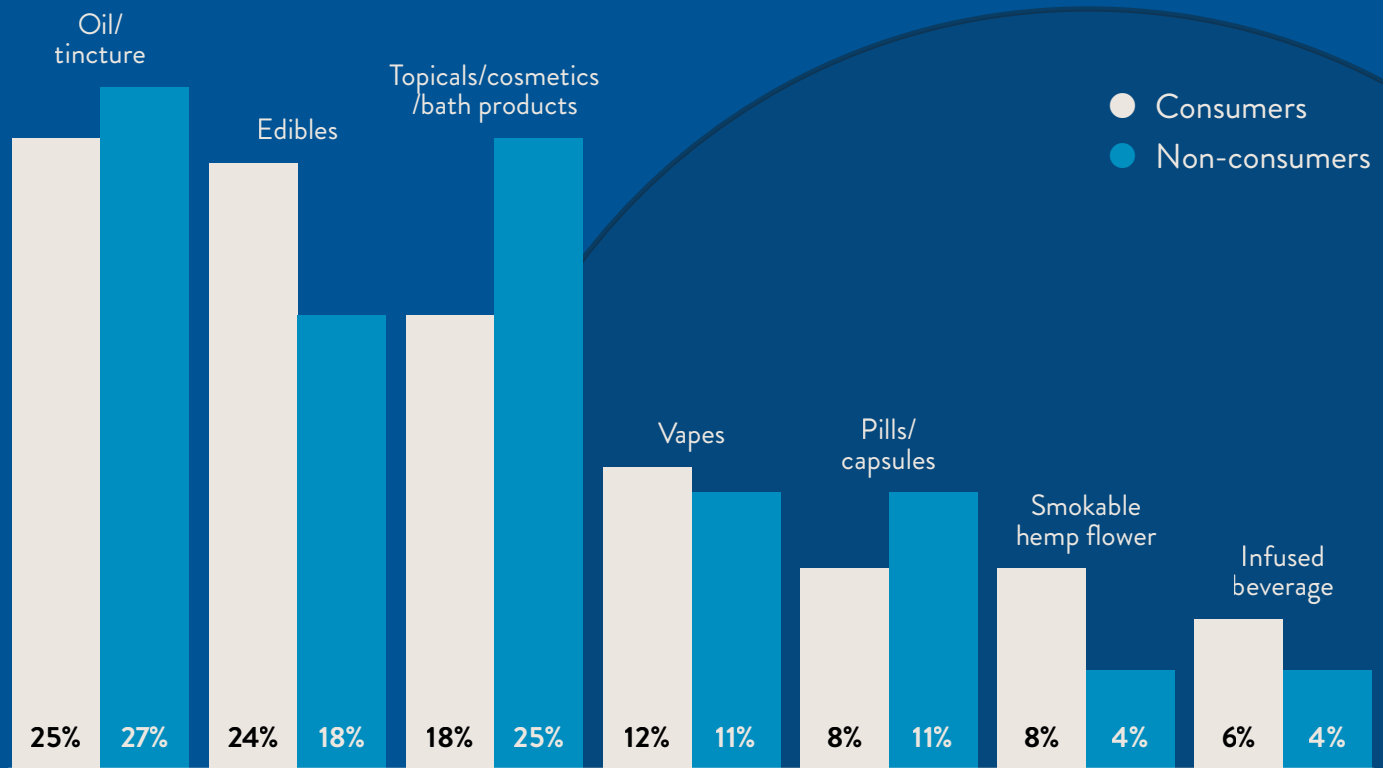
16%

of non-consumers
have tried CBD.

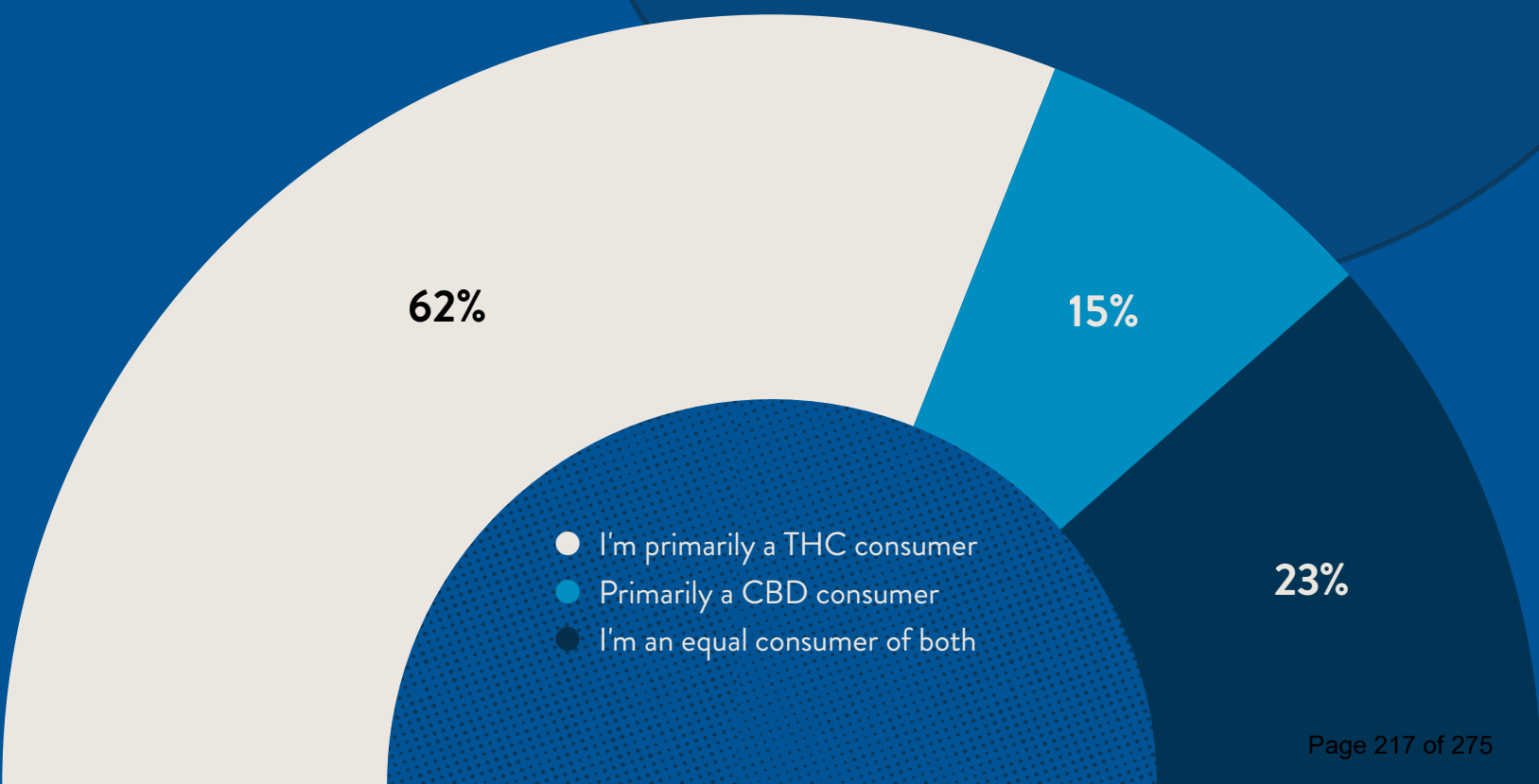
Among respondents who have ever tried CBD.

Most Frequently Used CBD Form: Consumers vs. Non-consumers

Among respondents who have used
CBD more than once or twice.



Among consumers of both CBD and THC,
most consider themselves primarily THC users.



Key Takeaways

As legalization of cannabis expands, acceptance and use continue to grow among Americans. With 42% of U.S. adults having used cannabis and likely to use it again, and 15% expressing interest in trying it in the future, the industry can expect a steady increase in consumer base. As the number of adults who have not tried cannabis and do not intend to decreases, this trend signifies growing receptiveness and potential opportunities for market expansion.

The cannabis consumer demographic is diverse, with users spread across age groups, genders, economic brackets, and political affiliations. Instead of trying to speak to the whole range of consumer identities at once, brands and retailers should identify a specific target consumer type and cater to their specialized needs.

Cannabis prohibition does not materially affect the frequency with which consumers use cannabis. Use frequency patterns among consumers vary by widely by age and somewhat by gender, but not by the cannabis laws of consumer's home state. Use frequency distribution across adult-use, medical only, and illicit states is constant. Regulators, legislators, and policymakers should not expect to be able to affect the frequency with which consumers use cannabis.



The cannabis consumer demographic is diverse... brands and retailers should identify a specific target consumer type and cater to their specialized needs.



A majority of cannabis consumers use the product for both medical and recreational purposes. This underscores the need for product development that focuses on delivering specific effects, such as boosting energy or relieving pain, and understanding that one consumer may seek several distinct effects in different contexts. Brands should invest resources in understanding the constellation of desired effects among their target users to be able to deliver across many potential use cases.

Unwinding, pain management, and aiding sleep have stabilized as the leading reasons consumers report using cannabis.

With consumers and non-consumers alike becoming increasingly comfortable openly discussing cannabis use, it is likely some individuals who do not currently use cannabis but experience problems their friends and loved ones commonly address with cannabis will be persuaded to try using cannabis to address pain, stress, or sleep disorders.

Despite expanding legalization, many consumers still face limited access to cannabis. Although 74% of Americans live in states with legal adult-use or medical markets, local regulatory restrictions and geographical distribution of dispensaries result in barriers to fully participating in the legal market for some, especially outside major metropolitan areas.



A majority of cannabis consumers use the product for both medical and recreational purposes.



Access to forms of cannabis other than flower and edibles remains limited for many consumers, even in adult-use states.

As such, regulators should work to ensure that a wider variety of cannabis products are made available to consumers, and existing operators who have focused primarily on flower and edibles should expand their product offerings to reach new consumers, as well as providing existing consumers with additional product options.

Which forms consumers use is limited by what they have access to.

Fewer than half of all consumers report having access to any forms of cannabis other than flower, prerolls, and edibles, even in adult use states. The shift toward non-flower products will continue slowly as access to and familiarity with these forms increases over the coming years.

As legal markets expand and dispensaries diversify their product offerings, consumer interest in trying new cannabis products will grow in the short term.

This presents an opportunity for operators and investors to explore innovative product forms and delivery methods. In particular, younger consumers are more likely to be interested in new products and are more likely to use both flower and non-flower products, so focusing on this demographic could yield positive results.

The increasing prevalence of brick-and-mortar dispensaries as the primary source of cannabis reflects the expansion of legal markets.

The share of sales captured by brick-and-mortar dispensaries will increase over the coming years as more states legalize and regulate cannabis and this channel becomes available to more consumers. The degree to which illicit dealers continue to prevail as a source within a state will depend on the cost of cannabis and the retail options created by that state's regulatory framework.

Despite the growth in dispensary usage, friends and family continue to be a significant source of cannabis.

The use of informal sources such as friends and family will never entirely disappear, but the importance of this channel can be capitalized upon by brands and by leveraging referral programs and other initiatives to encourage word-of-mouth marketing.

Younger consumers are not only shopping for themselves, but for older family members as well.

Half of current consumers ages 18-34 report supplying friends & family, and 10% of consumers ages 55 and older say family is their primary source of cannabis. This underscores the importance of educating younger consumers on products that would benefit their older relatives.



Younger consumers are more likely to be interested in new products and are more likely to use both flower and non-flower products.



Methodology

NEW FRONTIER DATA designed and conducted an online survey to assess cannabis consumer attitudes, perceptions, and consumption across legal and unregulated markets in the United States. Survey themes included: cannabis use, purchasing behavior and decision influencers, product preferences and expenditures, beliefs about cannabis, and other consumption behaviors. U.S. adults who were not cannabis consumers were also surveyed about potential future cannabis use, and beliefs and attitudes about cannabis, and social and personal connections to cannabis consumers.

Sampling was demographically representative of the adult population in the United States. Analyses were conducted among 4,358 cannabis consumers – respondents who indicated that they consumed cannabis in the past, and will consume it again, as well as 1,176 non-consumers. The survey was conducted in Q1 2023.

SURVEY OVERVIEW		
Methodology	Online Survey	
Sample Size	Total Respondents	5,534
	Consumers	4,358
	Non-consumers	1,176
Fielding Dates	Feb 17 - Feb 26, 2023	
Mean Duration	16 minutes	
Margin of Error	Consumers	±1.48%
	Non-consumers	±2.86%

SAMPLE DESCRIPTIVES		
SURVEY SAMPLE DEMOGRAPHICS	CURRENT CONSUMERS	NON-CONSUMERS
Sample Size	3867	1176
Age		
18-24	10.1%	10.7%
25-34	23.8%	12.2%
35-44	23.1%	13.4%
45-54	17.7%	16.8%
55-64	15.0%	18.5%
65+	10.3%	28.5%
Gender		
Male	54.2%	45.0%
Female	45.6%	55.0%
Nonbinary/other	0.2%	0.0%
Home State Cannabis Market		
Adult-use	52.1%	43.9%
Medical only	25.3%	26.8%
Illicit	22.6%	29.3%
User Type Self-Identification		
Only medical	14.8%	n/a
Primarily medical	27.7%	n/a
Primarily recreational	25.2%	n/a
Only recreational	32.4%	n/a
Household Annual Gross Income		
Under \$25,000	16.7%	15.2%
\$25,000 - \$49,999	20.6%	21.9%
\$50,000 - \$74,999	19.2%	17.3%
\$75,000 - \$99,999	14.0%	13.0%
\$100,000 - \$124,999	8.4%	8.8%
\$125,000 - \$149,999	6.5%	6.5%
\$150,000 - \$174,999	4.2%	4.6%
\$175,000 - \$199,999	4.3%	3.1%
\$200,000 or more	5.4%	7.9%
Prefer not to say	0.7%	1.7%
Education		
Some high school	3.0%	2.6%
High school diploma	21.9%	17.6%
Some college	21.4%	17.3%
Associate's degree/Trade school	15.6%	15.0%
Bachelor's degree	24.5%	29.1%
Advanced degree	13.7%	18.4%
Other	0.1%	0.1%
Racial/Ethnic Identity		
White	62.6%	63.4%
Hispanic/Latinx	14.4%	12.6%
Black	14.2%	12.4%
Asian	3.2%	6.5%
Mixed	3.7%	2.7%
Middle Eastern/North African	0.3%	0.5%
Pacific Islander/Native Hawaiian	0.2%	0.3%
Native American/First Nations	1.0%	0.3%
Other	0.2%	0.3%
Prefer not to answer	0.3%	1.1%

About Us



NEW FRONTIER DATA is the premier data, analytics, and technology firm specializing in the global cannabis industry, delivering solutions that enable investors, operators, advertisers, brands, researchers, and policymakers to view, engage, and transact with the cannabis industry and its consumers. New Frontier Data's global reach and reputation is evidenced by research and analysis citations in more than 85 countries. Founded in 2014, New Frontier Data is headquartered in Washington, D.C., with presence in Europe, Latin America, and Africa.

Mission

New Frontier Data's mission is to inform policy and commercial activity for the global legal cannabis industry. We maintain a neutral position on the merits of cannabis legalization through comprehensive and transparent data analysis and projections that shape industry trends, dynamics, demand and opportunity drivers.

Core Values

- Honesty
- Respect
- Understanding

Vision

To be the nexus of data for the global cannabis industry.

Commitment to Our Clients

The trusted one-stop shop for cannabis business intelligence, New Frontier Data provides individuals and organizations operating, researching, or investing in the cannabis industry with unparalleled access to actionable industry intelligence and insight, helping them leverage the power of big data to succeed in a fast-paced and dynamic market. We are committed to the highest standards and most rigorous protocols in data collection, analysis, and reporting, protecting all IP and sources, as we continue to improve transparency into the global cannabis industry.

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Cannabis Consumers in America

2023

Part 3: Growing the Legal Market: Expanding the Consumer Base



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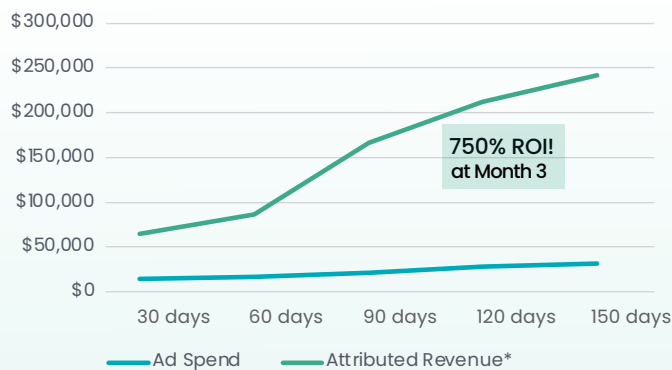


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–Ryan Shiner, COO,
Releaf Shop CannaMed LLC

A Return That Speaks for Itself

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Introduction

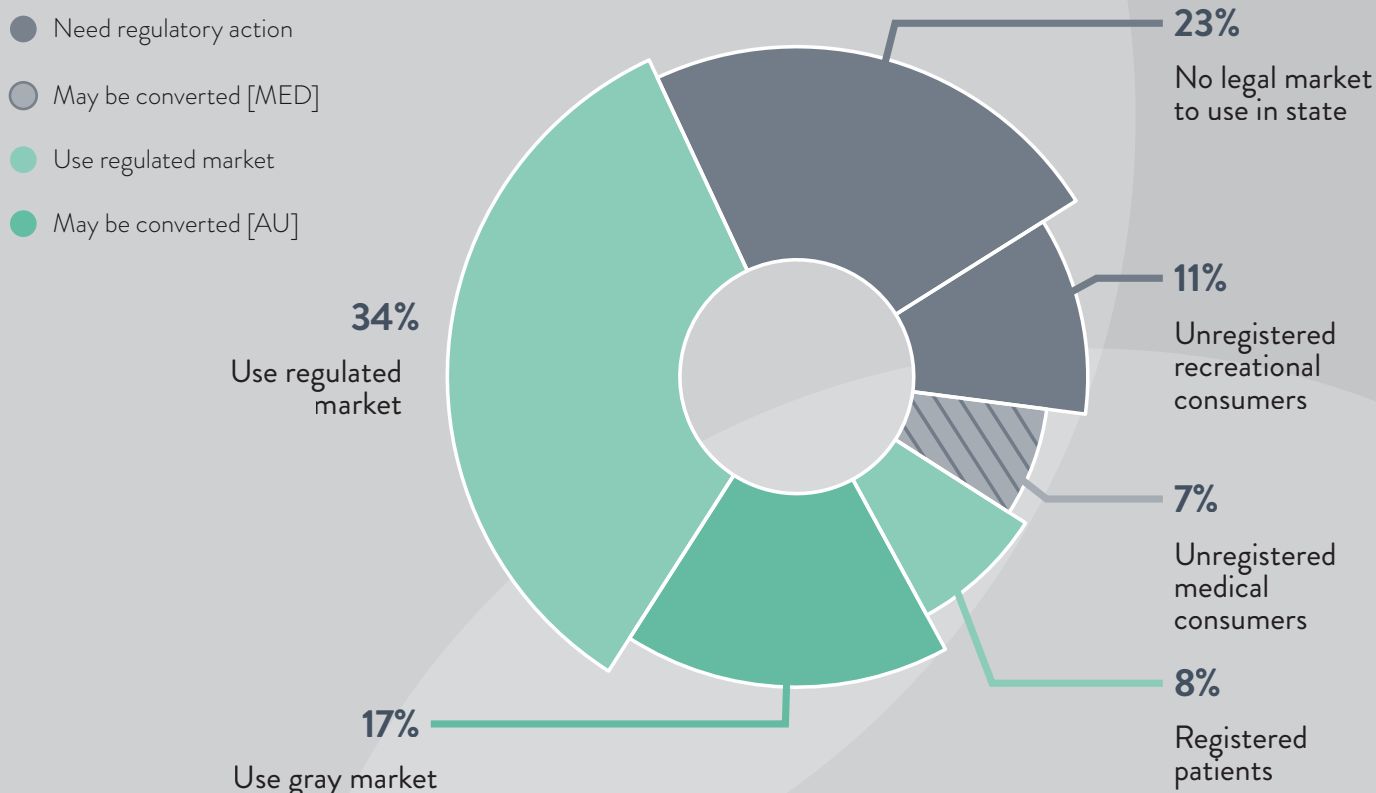
As states continue to grapple with the dynamics of regulation and legalization and many early-adopting consumers settle into predictable consumption and purchasing patterns, producers and retailers are becoming concerned about the sustained growth of the industry. But two key audiences remain under-addressed: potential consumers and those participating in gray markets in legal states.

More than half of Americans live in a state with some form of access to high-THC cannabis. However, the illicit market continues to outperform legal state markets nationally. New Frontier Data estimated that illicit sales of cannabis surpassed \$74B in 2022 while legal sales were a mere \$28B. Based just on current legal states, illicit sales will continue to surpass legal market sales through 2030. Meanwhile, the legal cannabis market is embroiled in competition amongst itself to serve the pool of consumers who already rely on regulated channels.

A significant opportunity lies in tapping into those dependent on unregulated channels and the millions of adults who are interested in cannabis but remain hesitant. This report delves into understanding these segments, based on data from New Frontier Data's 2023 cannabis survey of over 5500 US adults across all market types who use a wide range of sources for cannabis.

By understanding their behaviors, preferences, and concerns, the industry can better strategize its approach to invite and integrate these legacy and canna-curious audiences. From demographics to product preferences and barriers to entry, this report highlights avenues through which the cannabis market can grow by welcoming these potential participants.

U.S. Cannabis Consumers



An estimated 42% of US consumers* rely primarily on their home state regulated market as a source for cannabis. Most of these consumers live in adult-use markets (34%) and the rest are registered patients in medical-only markets (8%).

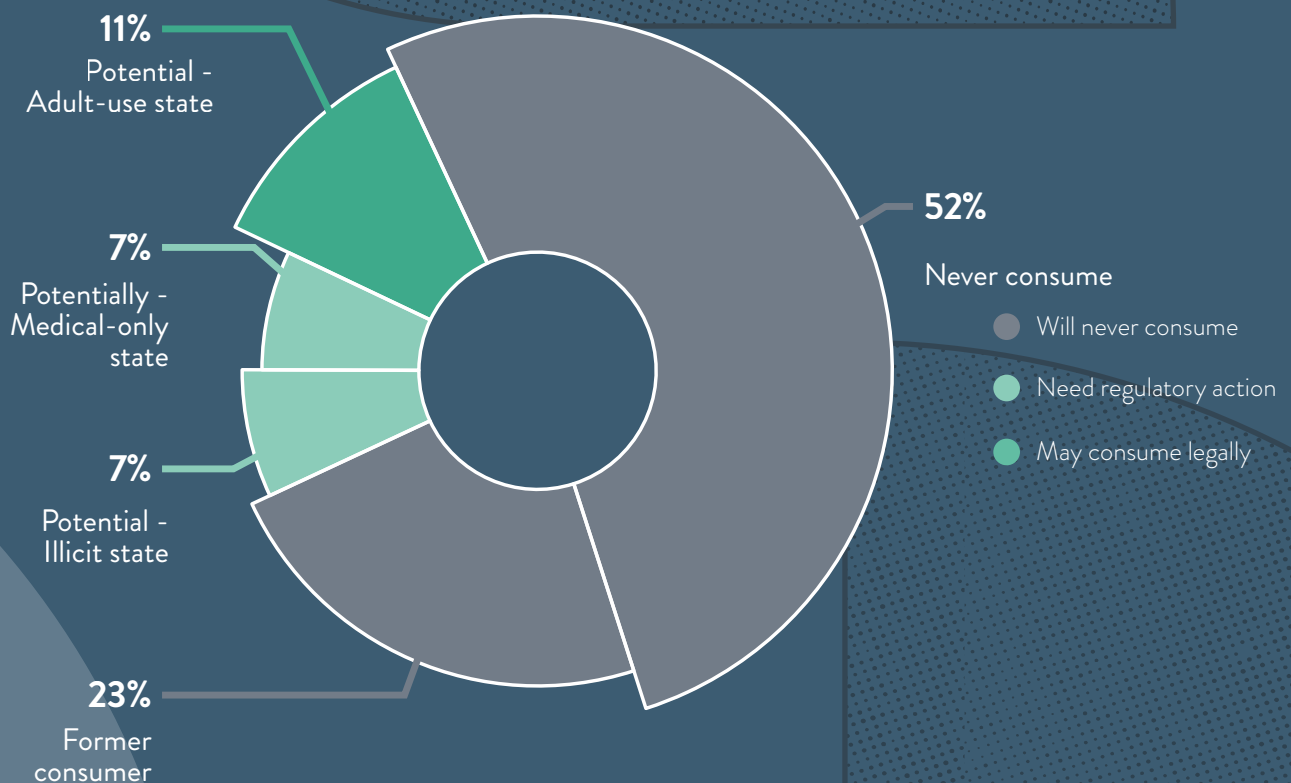
About one quarter (24%) of US consumers have or could potentially have access to legal cannabis in their home state, but do not currently use those channels as a primary source. 17% live in adult-use markets but source cannabis primarily outside the regulated market, typically from friends, family, or dealers. The other 7% live in medical-only markets and use cannabis primarily for medical reasons, but are not registered patients and so

cannot currently participate in the regulated markets in their states. These are the consumer segments discussed in this report.

The remaining 34% of US cannabis consumers are either non-medical consumers in medical-only markets (11%) or live in states where cannabis remains illegal (23%). Legal reform would be necessary in order for the regulated market to serve these consumers in their home states.

*Consumers are defined as individuals who have used cannabis in the past and intend to use it again in the future.

U.S. Non Consumers



Three quarters (75%) of US adults who are not cannabis consumers do not currently intend to use cannabis in the future. Most of these people have never consumed cannabis before (52%), others have used cannabis in the past (23%). While they do not currently plan to use cannabis, it is worth noting that many said they would consider using cannabis in medical circumstances, e.g., if they became ill with a condition which could be helped by cannabis or if a doctor recommended it.

One quarter (25%) of non-consumers in the US said they have never used cannabis but are open to trying it in the future. 14% live in states without legal adult-use cannabis, meaning regulatory barriers exist to their immediate participation in the legal market.

But 11% of non-consumers in the US express an interest in using cannabis and live in adult-use states, giving them access to legal cannabis whenever they choose to try it. This is the first population discussed in the report.

Bringing new consumers to the regulated market

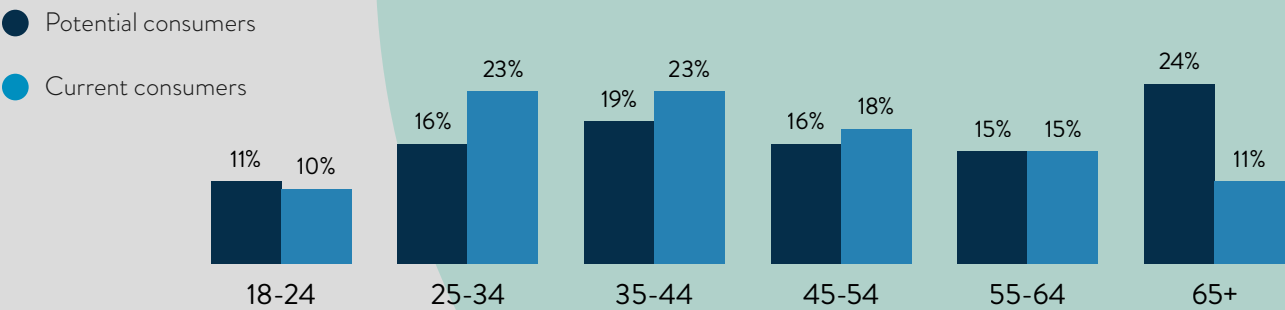
New cannabis consumers living in adult-use states should be easily reached and served by the regulated market. Friends or family may be a source of cannabis for first-time or very infrequent new consumers, but over time, lessening stigma around cannabis and the desire for safe products of known dosage and quality will favor retail as a regular source.

So who are these potential consumers? “Potential Consumers” are defined as individuals who have never used cannabis but are open to trying it in the future. In New Frontier Data’s 2023 survey, 15% of the adult general population of the U.S. were potential consumers. In this section we examine potential consumers in adult-use states—those who have legal access to cannabis whenever they should they decide to use it. In adult-use states, potential consumers account for 13% of the adult population.

Who are potential new consumers in adult use markets?

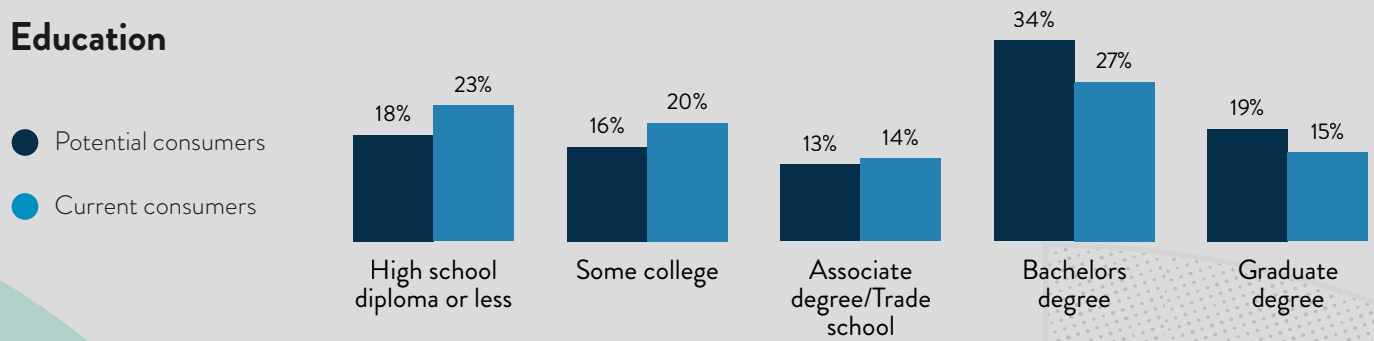
Relative to current cannabis consumers, **potential consumers are older**; nearly one quarter (24%) of potential consumers are age 65 or older, compared to only 11%. **Potential consumers are more likely to be women**; 51% of potential consumers are women, while 45% of current consumers are women. **Potential consumers are also more likely than current consumers to live in suburban areas** (54% vs. 46%).

Age



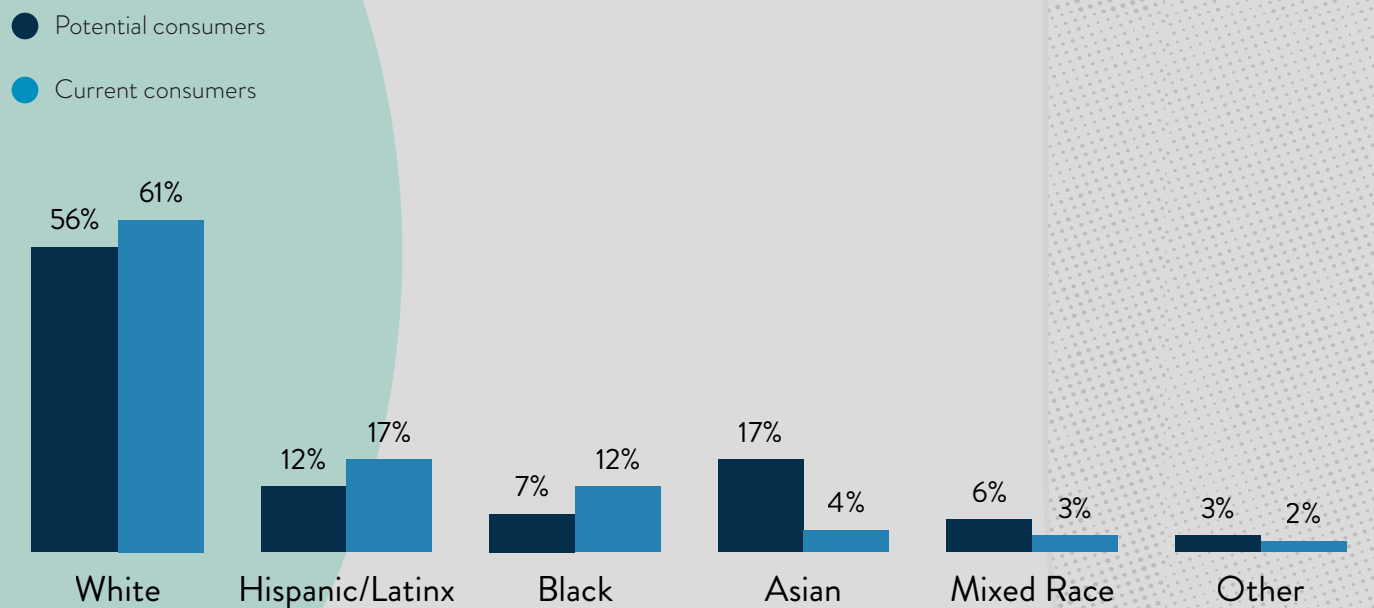
In age, gender, and urbanicity, potential consumers differ from current consumers but are similar to the general population. However, **potential consumers have slightly higher educational attainment and income on average than both current consumers and the general population.** 53% of potential consumers have at least a bachelor's degree (compared to 46% of current consumers), and 39% of potential consumers report a household income of \$100,000 or more (compared to 32% of current consumers).

Education



Potential consumers are also disproportionately likely to be Asian. While about 8% of the general population is Asian, 17% of potential consumers are Asian, and just 4% of current consumers are Asian.

Ethnicity



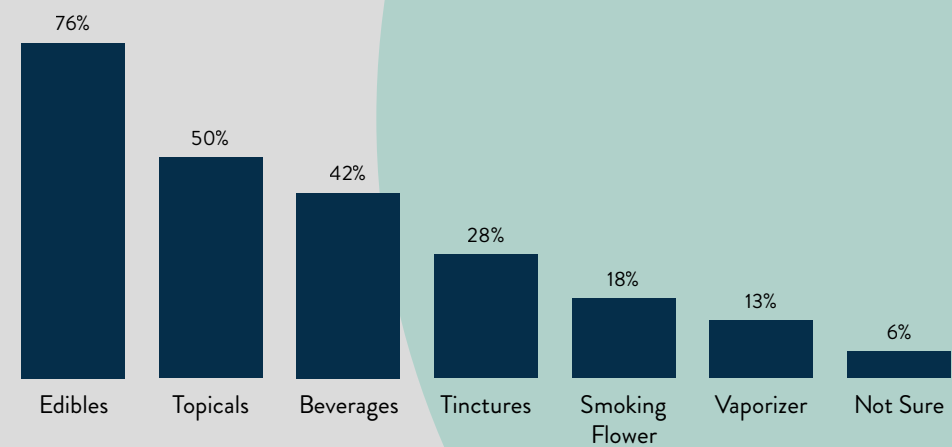
Potential consumers' beliefs and expected preferences

Roughly two in five (39%) potential consumers in adult-use states described themselves as likely to try cannabis in the next 6 months. And the good news is that for any of these potential consumers who choose to begin consuming cannabis, retail is a likely and attractive source of cannabis relative to the illicit market.

Retail has many strengths relative to the illicit market when it comes to attracting and meeting the needs of new consumers:

- Retailers are the most likely source to offer a wide variety of product forms which appeal to new consumers. While a majority of current cannabis consumers use flower, potential consumers are generally not interested in inhalable products, preferring ingestible and topical products. Friends and dealers are unlikely to carry as wide a variety of these products as retailers.
- Finding cannabis dispensaries and purchasing from them is straightforward, and increasingly more like any other kind of retail shopping. Dispensaries may not be able to advertise online, but are easily searchable, most with menus and product information online.

What products forms would you be interested in trying?



The regulated cannabis retail experience and the products it offers feel more legitimate and safer than illicit options.

62% of potential consumers believe that regulated cannabis is safer than unregulated cannabis.

Product safety is especially relevant for new consumers given their preference for non-inhalable products mentioned previously. Testing and labeling standards of the regulated market—especially for manufactured products—reassure new consumers, who want to know how potent their product is.

There is a need for approachable, informed sources to answer questions for new consumers, and retailers are an obvious solution. Most (69%) potential consumers say they have friends or family who consume cannabis, but a third (34%) of them say they don't know anyone they consider knowledgeable who they can ask questions about cannabis.

While this looks good for converting potential consumers, **there are still some major barriers to adoption for potential consumers.** Most of these barriers have to do with fears, uncertainty, and safety concerns, and can be addressed by education, or will continue to fade as the remnants of prohibitionist thinking continue to subside.

About two in five (37%) potential consumers said they feel apprehensive about trying cannabis. Most said they believed cannabis would make them experience positive or neutral effects (e.g. feeling relaxed, sleepy, hungry, or happy), but some potential consumers expect cannabis to make them feel disoriented, out of control, or anxious. Cannabis itself still causes concern for some potential consumers; one in eight (13%) said they feel unsafe when someone nearby has cannabis.



Attracting potential consumers:

New consumers must be able to find cannabis retail, both online and in physical space in the case of a brick-and-mortar locations. Familiarity is the main factor that drives customer loyalty to dispensaries, so being the first retailer a customer purchases from goes a long way to ensuring future business.

All touchpoints of a retail operation must be approachable, and potential consumers should know what to expect. Understand from a potential consumer's perspective what may seem intimidating, unwelcoming, or just unfamiliar, whether that is security operations, multi-step ID validation procedures, or being assigned a budtender, and consider where adjustments can be made.

Retailers should carry a variety of product forms appropriate for new consumers. Low-dose edibles and beverages are good places to start, as are topicals and tinctures. And while it might seem obvious, many potential consumers still need to be assured that topicals are not psychoactive.

Lots of information about products and how to use them should be made available—especially information geared toward new or potential consumers—for those key product types. It would be best to provide this information in written form, since new consumers might not remember spoken information, or wish to refer back to it while or before consuming their products at a later time. Potential consumers could be directed to information on a website, or better yet—since many potential consumers are over age 65—provided with physical printouts of key information.

Adult-use states: Moving gray market consumers to the regulated market

In adult-use states today, many dispensaries are fighting over the same pool of consumers who already participate in the regulated market. Regulated dispensaries are trying to poach consumers from nearby regulated dispensaries or delivery services from other delivery services.

Notably, homegrow is a primary source of cannabis for just under 3% of frequent users in adult-use states, and is not the threat to retail cannabis that some had worried it may become pre-legalization.

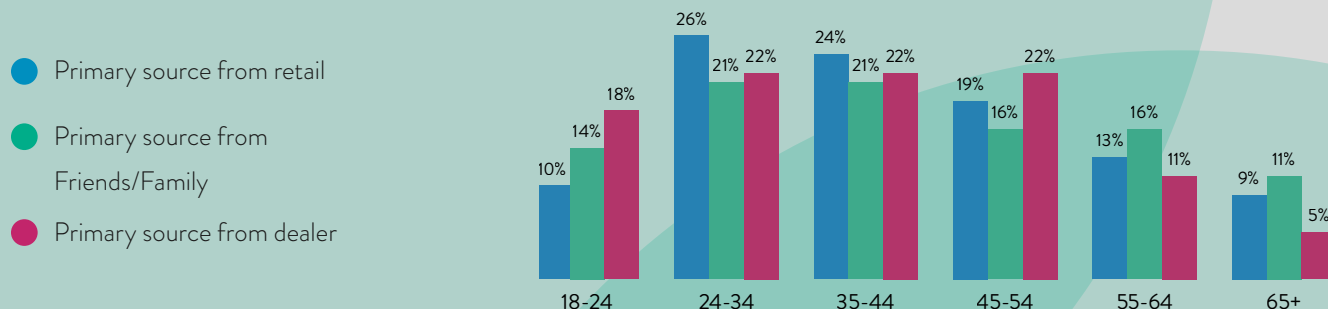
But the heaviest consumers are not yet participating regularly in the legal market, and though there are challenges to reaching them, converting them to the regulated market represents immense potential growth for the industry and retailers that can serve them.

One quarter (27%) of consumers in adult-use markets who use cannabis at least once a month primarily source cannabis outside of regulated retail channels (typically from friends, family, or dealers). Those relying on dealers are the heaviest and most frequent consumers, and their lack of participation in the regulated market is limiting its success.



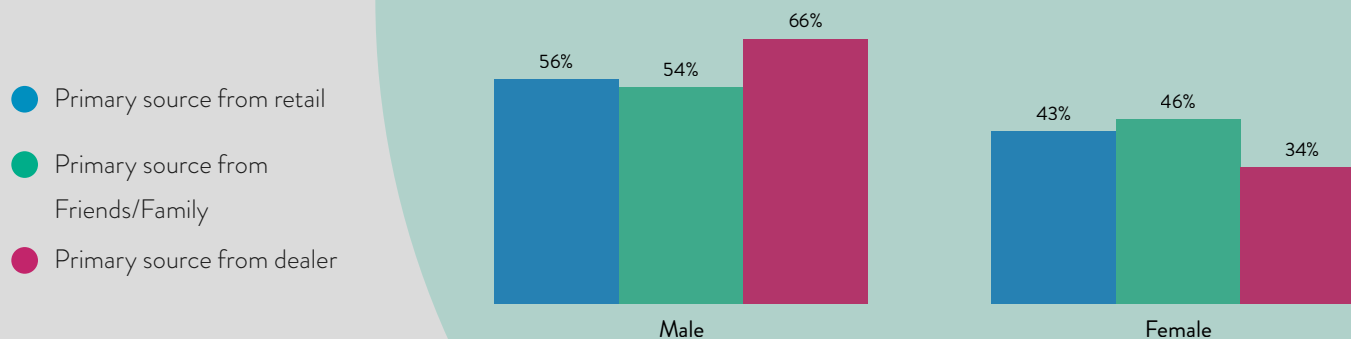
“Frequent gray-market consumers” are defined as consumers who live in markets with legal adult-use states and use cannabis at least once a month but source primarily from friends/family or dealers as opposed to regulated retail channels. This section compares their behaviors and preferences to those who source from retail (brick-and-mortar or regulated delivery).

Who are frequent gray-market consumers?



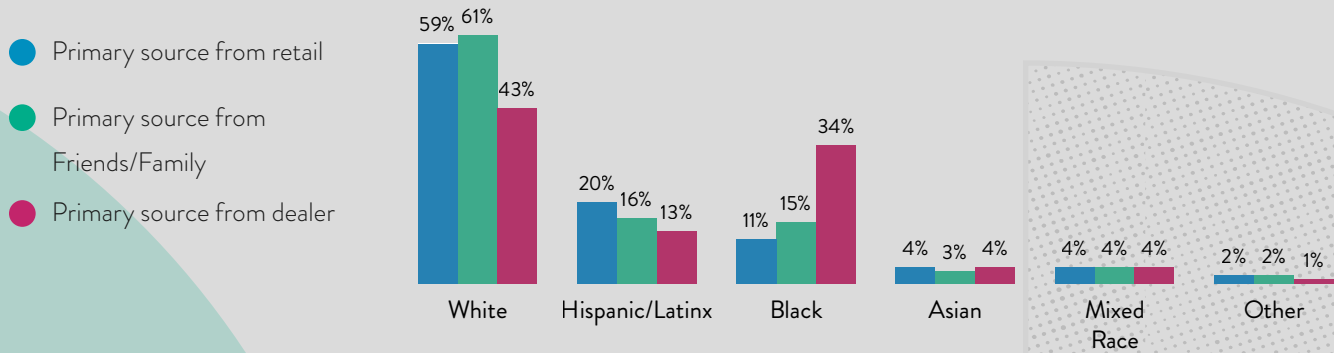
Gen X frequent consumers have generally been consuming since before legalization, and many will have been sourcing from dealers since before regulated retail was an option, maybe even the same dealer they use now. This cohort is also just on the cusp of having children old enough to source on their behalf from regulated retail, which we see in frequent consumers age 55 and older, who disproportionately source from friends and family, probably of a younger generation.

Gender Distribution



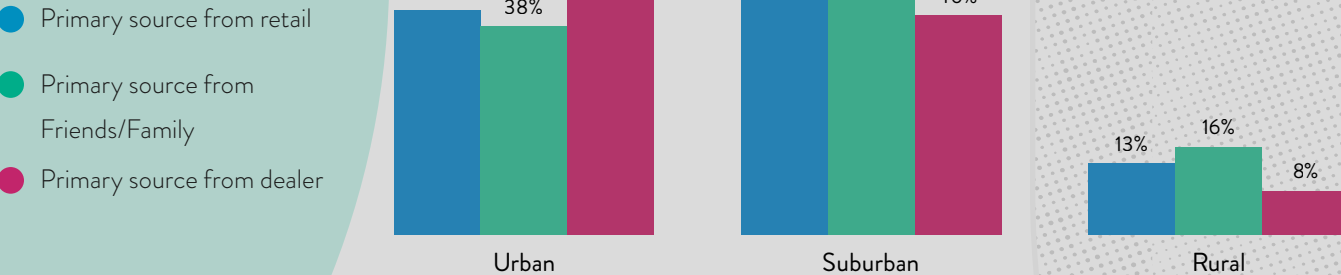
Frequent adult-use consumers who source from dealers are disproportionately male (66% vs. 56% average), while those who source from friends/family are slightly more likely than average to be female (46% vs. 43%). Dealers are also disproportionately used by Black frequent consumers; 34% of frequent adult-use consumers who source from dealers are Black, while only 13% of all frequent adult-use consumers are Black.

Racial/Ethnic Identity Distribution



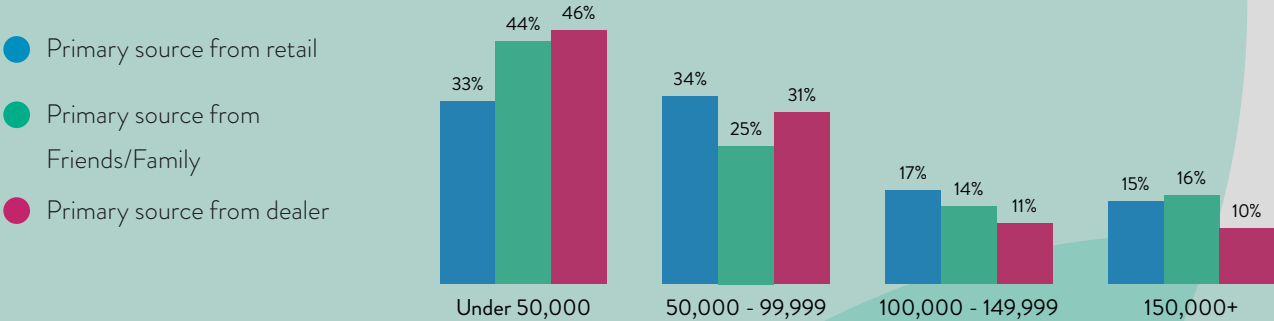
Frequent adult-use consumers who source from dealers live disproportionately in urban areas, while those who source from friends/family live disproportionately in suburban and rural areas.

Urbanicity Distribution



Frequent adult-use consumers who source from dealers have lower household incomes than those who source from friends/family, who have lower incomes on average than those who source primarily from retail.

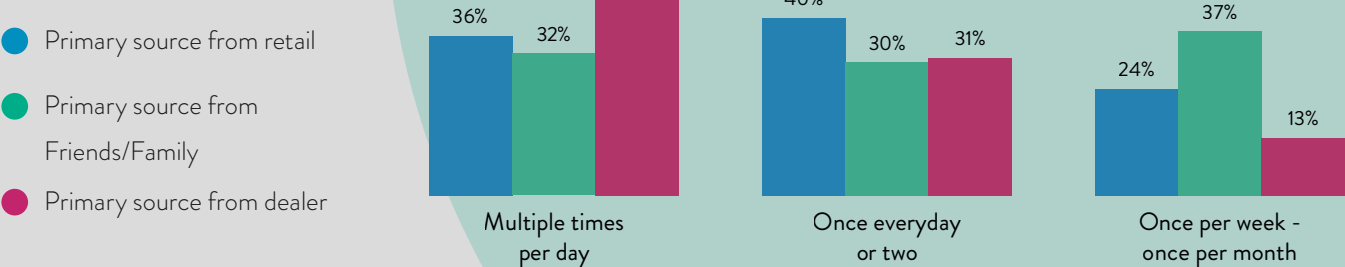
Annual Household Income Distribution



Differences in behavior and preference by source

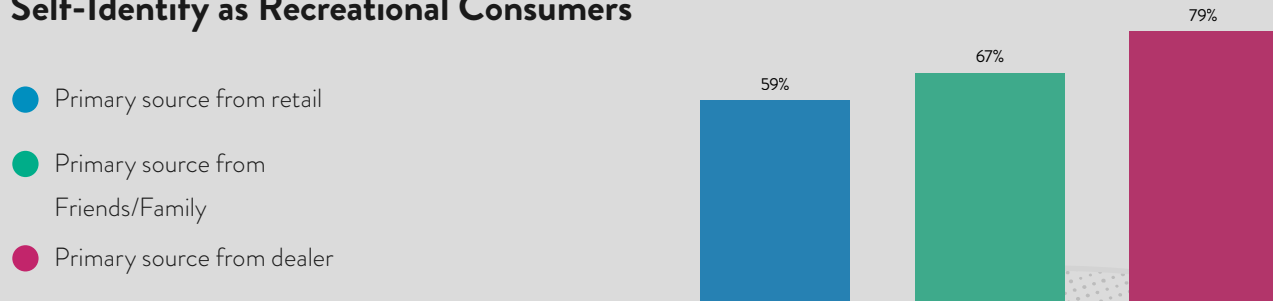
Among at-least-monthly consumers in adult-use markets, a clear pattern of sourcing and use frequency emerges; those who source from dealers tend to be the most frequent users (56% use multiple times per day). For those using this frequently, cost is a major concern (dealers are cheaper than retail). The next most frequently consuming sourcing group is those who shop primarily at retail (the plurality—40%—use once every day or two). These consumers use often enough to want to select their own products, as opposed to less frequently consuming friend/family sourcers (37% use between once a week and once a month), who use infrequently enough that they trust product selection to others.

Use Frequency



Frequent adult-use consumers who source from dealers are the most likely of the three sourcing groups to see themselves as recreational (as opposed to medical) consumers, with 79% describing their cannabis consumption as recreational. Those who source from friends/family are also more likely than frequent consumers on average (67% vs. 62%) to consider their cannabis use recreational. It's not clear the extent to which the source used affects a consumer's self-image of whether their use is medical or recreational.

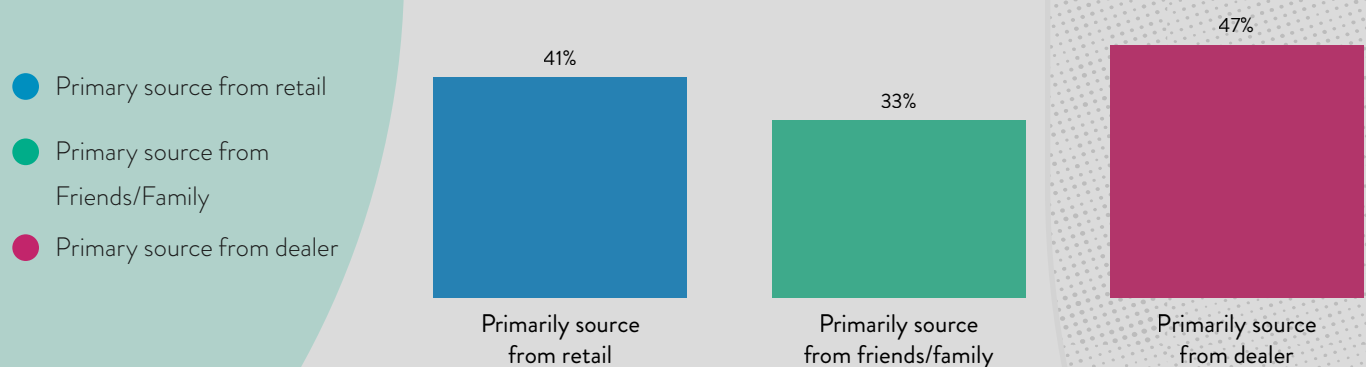
Self-Identify as Recreational Consumers



Frequent consumers who source from dealers report using cannabis for many widely varying reasons, from stress relief to stimulating creativity and increasing focus and attention. They describe wanting cannabis to make them feel happy, focused, and creative. These consumers may be using cannabis for productivity, some perhaps to manage ADHD. On the other hand, frequent consumers who source from friends/family seem to use cannabis disproportionately to relax and socialize, and are the most likely group to also drink alcohol while consuming cannabis.

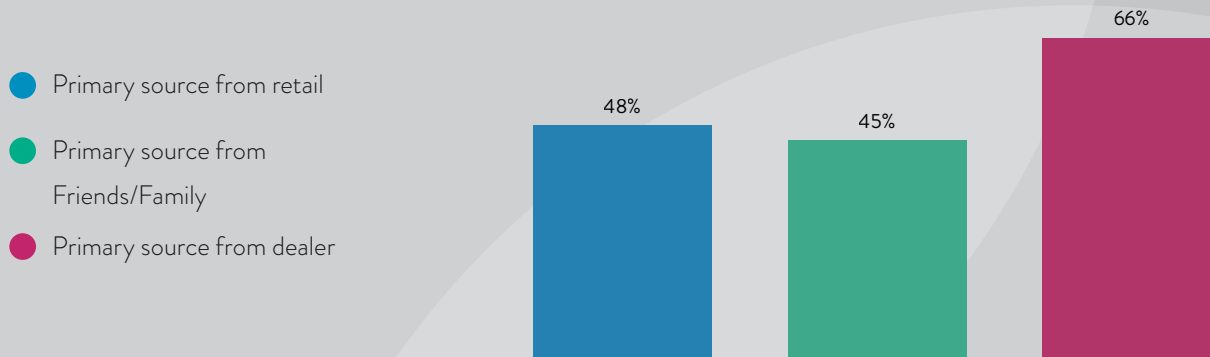
Frequent consumers who source from dealers are the most likely of the three sourcing groups to say that their cannabis use is an important part of their identity. This is unsurprising given how frequently and for how many different reasons they tend to use cannabis, but it is unclear whether purchasing cannabis specifically from a dealer also contributes to their sense of identity. Frequent consumers who source from friends/family are less likely than consumers on average to consider their cannabis use an important part of their identity.

Using cannabis is an important part of my identity

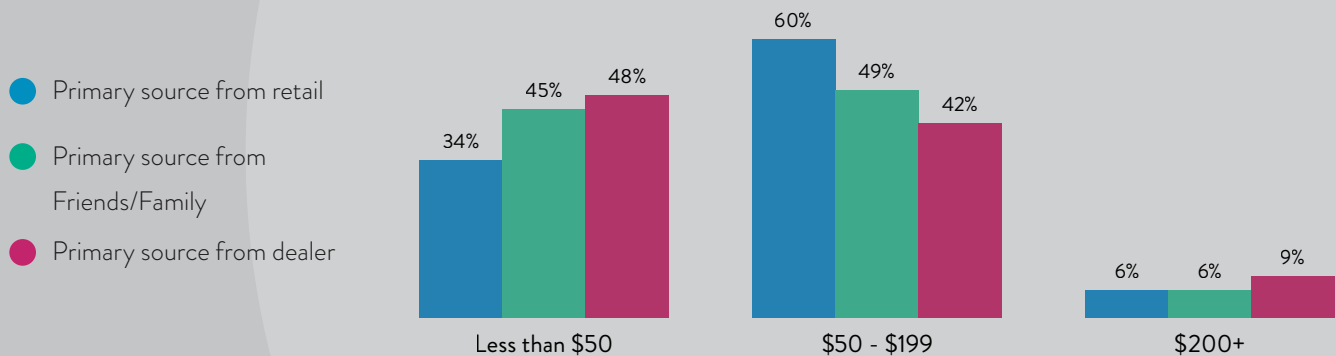


Frequent consumers who source from dealers acquire cannabis much more frequently on average than their counterparts, and tend to spend less per purchase occasion. Consumers who source primarily from retail spend more on a typical purchase occasion than those who source from dealers or friends/family. Much of this difference in spending is probably a result of taxes and a higher basket share of manufactured products for retail shoppers.

Acquire cannabis at least once per week



Typical spend per purchase occasion

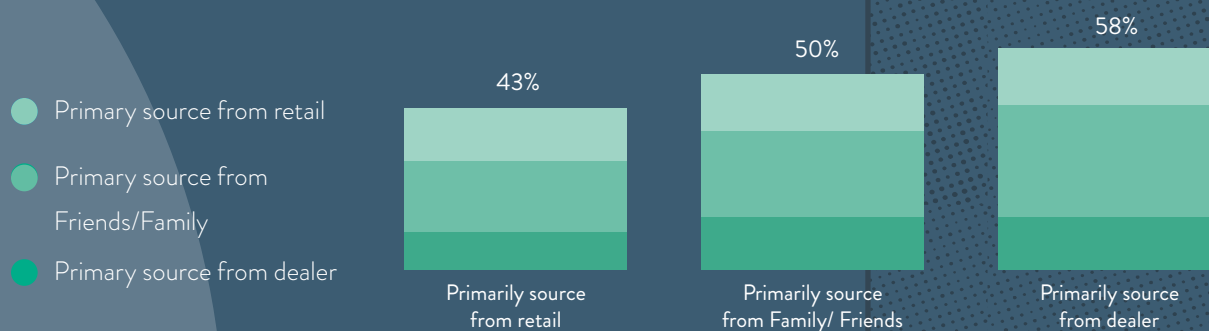


Friends/family as a source: It's complicated.

In adult-use markets, because retail is a widely used source, much of the product consumers receive from friends/family likely originates from the regulated market. For example, many consumers may add a topical to a delivery order to give to an older relative, or purchase extra edibles at the dispensary to share with friends at an upcoming social gathering.

We don't know exactly what share of product sourced from friends/family originated from the regulated market, but we know that frequent consumers who source from dealers are more likely than those who source from retail to supply friends/family with cannabis, and that they do so with greater frequency.

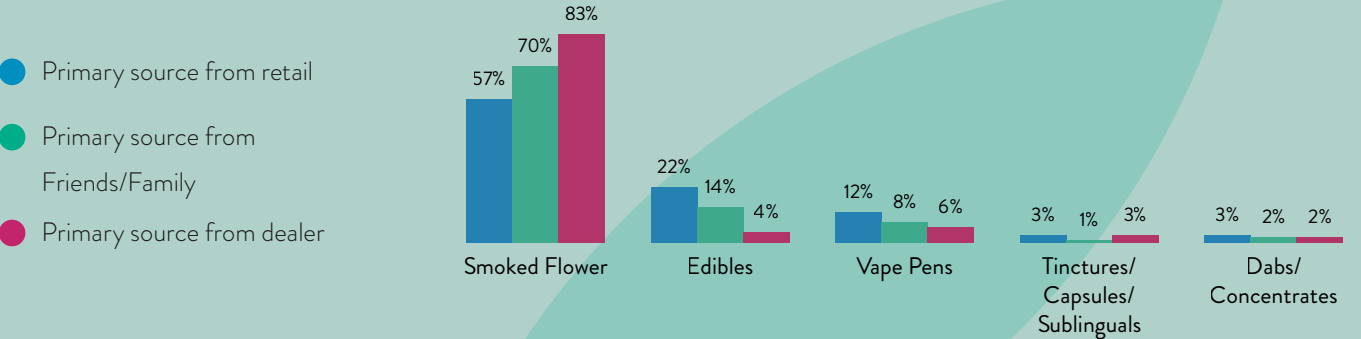
Do you supply your friends/family with cannabis?



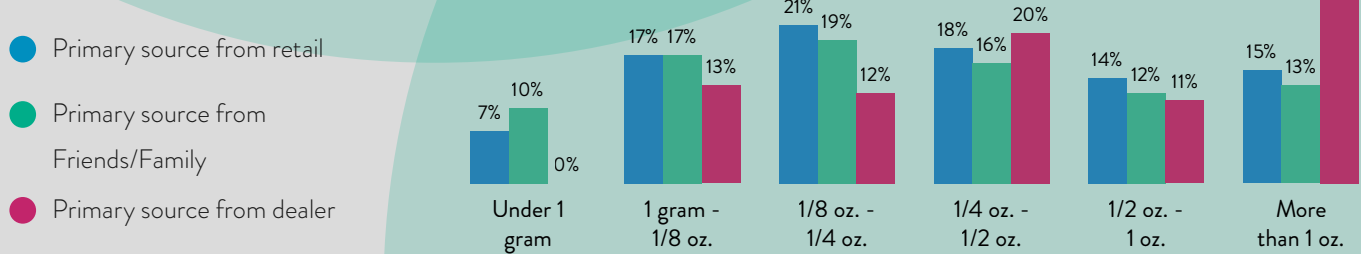
A majority of all frequent consumers say that smoked flower is the form of cannabis they use most often, but there are differences in how large that majority is by which source consumers primarily use. 83% of frequent consumers who source from dealers consume flower most frequently, compared to 70% of those sourcing primarily from friends/family and 57% of those sourcing primarily from retail.

Those sourcing primarily from dealers also consume the highest volume of cannabis flower per month by a wide margin: roughly a third (32%) consume more than an ounce of dried flower per month, while only 15% of those sourcing from retail and 13% of those sourcing from friends consume as much.

Most Frequently Used Product Form



Volume of Flower Consumed per Month



This tendency toward flower among consumers sourcing from friends/family and especially dealers is likely a result of both preference and access. Consumers sourcing from friends/family and dealers report very limited access to any forms of cannabis other than flower or prerolls. Some of those who don't primarily source from retail will occasionally shop from retail, probably in response to limited access

from their primary source. About 1/5 (18%) of frequent adult-use consumers who source from dealers and 1/4 (24%) who source from friends/family say they also sometimes purchase cannabis from regulated dispensaries. These are likely the purchase occasions when consumers are buying manufactured (non-flower) products which are unavailable or have limited selection from their typical source.

Converting frequent gray-market consumers

Retail pricing must be competitive with the gray market.

This is the most important factor in combatting the gray market in adult-use states. Frequent consumers who rely on dealers to source cannabis in adult-use markets have significantly lower incomes on average than consumers who source from friends/family, and both groups have lower household income on average than cannabis retail shoppers. Retailers should aim to have products at a variety of price points and offer promotions or loyalty discounts where possible. Regulatory and taxation structure set a floor for pricing, so achieving competitive prices in some states with exceptionally high taxes on legal cannabis may require regulatory revision.

Retailers must offer a variety of product forms, and options within each product category.

Fewer than half of all consumers report having access to any forms of cannabis other than flower, prerolls, and edibles, even in adult use states. Between one fifth and one quarter of frequent consumers in adult use markets who source primarily from friends/family or dealers do shop at regulated dispensaries occasionally; these visits are most likely to acquire manufactured (non-flower) products, which the majority use in addition to flower. Retailers should take advantage of these visits to promote affordable flower products, for example bundled with manufactured products those consumers visit retail to purchase.

Product quality must be superior to—or at least competitive with—the gray market.

Much of the gray-market flower that is available around the country is grown in California and is of high quality. In addition to competing on price, retail cannabis flower quality must be comparable to that on the gray market. This is particularly true for frequent consumers who source from dealers, as they consume more purposefully and frequently than those who source from friends/family.

Retail channels must be in accessible locations/cover underserved areas.

Frequent consumers who primarily source from dealers live disproportionately in urban areas, where they may or may not have convenient transportation to dispensaries. They tend to have lower incomes and purchase cannabis in smaller dollar amounts than retail shoppers but consume very often and so would need to be able to make frequent trips to a dispensary. This all means that unless the dispensary is in a very convenient location, achieving loyalty from such a customer would be difficult. Similarly, frequent consumers who source primarily from friends/family live in disproportionately rural areas, where there may be no nearby dispensaries, and where there may be no delivery coverage. Both regulators and businesses should take these factors into account when determining zoning guidelines or potential dispensary locations or delivery coverage areas.

Medical-only states: Moving gray market consumers to the regulated market

We know that expanding access to cannabis is a powerful tool to encourage illicit consumers to take advantage of legal channels. So the most effective way to grow the legal cannabis markets in medical-only states would of course be to legalize adult-use cannabis, a trend which dozens of states have followed in the last decade after observing the benefits of regulation play out in other markets. But short of legalizing adult use, medical-only markets still have room to grow.

Considering state-specific regulations is necessary when determining what actions may effectively capture more of the unregulated medical use in a market. Medical-only state cannabis programs vary widely in terms of recognized conditions, costs of participation, and philosophy of the program.

In medical-only states, there are many consumers who describe their cannabis use as medical (as opposed to recreational) but who are not registered patients and are therefore consuming outside the regulated market. This segment will be called “unregistered medical consumers”.

Roughly half (48%) of all self-identified medical consumers in medical-only markets are unregistered medical consumers, despite the majority (65%) of them using cannabis to manage a specific diagnosed medical condition.

Who are unregistered medical consumers?

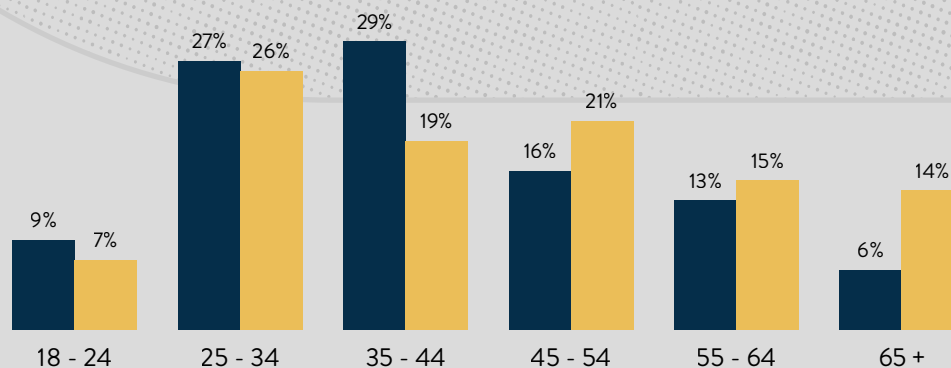
...and how do they differ from registered medical patients?

Among self-described medical consumers in medical-only states...

- those over 45 years old are less likely than those under 45 to be registered patients.
- women are less likely than men to be registered patients
- those in rural and suburban areas are less likely than those in urban areas to be registered.
- those with annual household income under \$50,000 are less likely than higher earners to be registered.

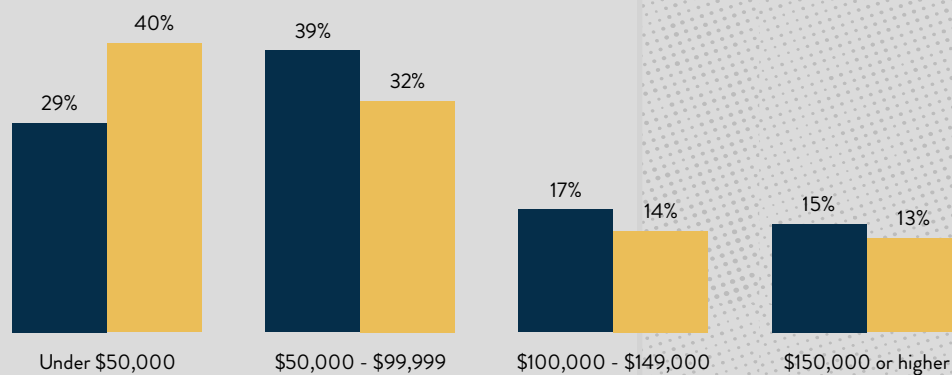
Age Distribution

- Registered medical consumers
- Unregistered medical consumers



Annual Household Income

- Registered medical consumers
- Unregistered medical consumers



Unregistered medical consumers' behaviors and preferences

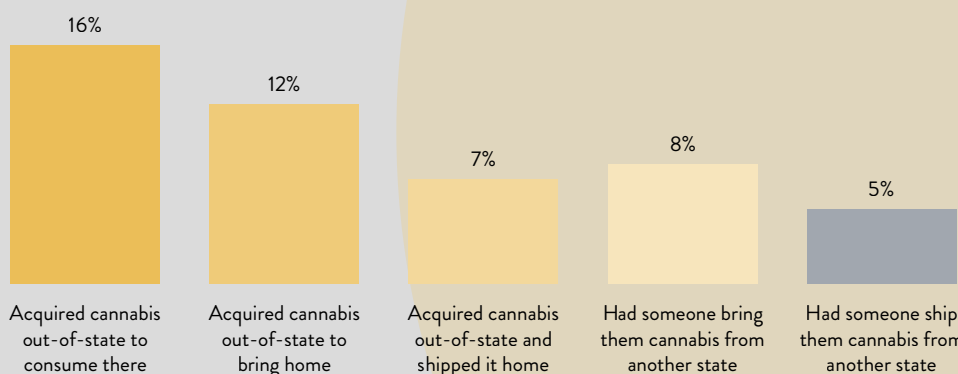
Sourcing: Because regulated retail is not an option for unregistered medical consumers, the plurality (38%) source primarily from friends or family. Even if that friend or family member is purchasing directly from a cannabis retailer (more often they are sourcing from an illicit dealer), this chain of sourcing represents limited choice for the end user. The unregistered medical consumer would likely spend more, find more suitable products, and develop more loyalty to both brands and retail sources if they were able to come into a

dispensary, ask any questions, see the available options, select their own products, and feel they were seen and their needs were heard.

Currently, more than a quarter (27%) of unregistered medical consumers acquire cannabis from out of state, presumably because they would rather have a retail experience described above—plus assurances about dosage and safety—than acquire in their home state from a dealer with less selection and less information about the products.

Retail and consumers will benefit if unregistered medical consumers are transitioned to the regulated market.

Out-of-state Cannabis Acquisition



27%
acquire cannabis from out of state.

Depending on their home state, many unregistered medical consumers may have a chance of being granted registered patient status, based on their specific health conditions and which conditions are recognized in their state cannabis regulations.

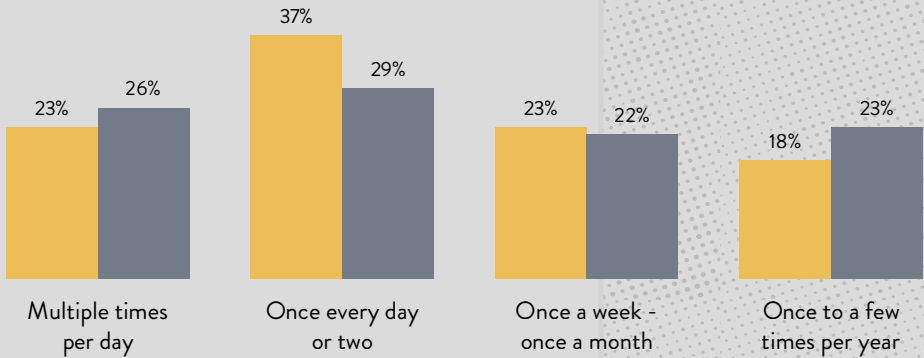
Furthermore, unregistered medical consumers are high-value potential consumers for retailers compared to their recreational counterparts, unregistered recreational consumers.

Unregistered medical consumers use and acquire cannabis more frequently, spend more per purchase, and have a relative preference for manufactured forms (for which there tend to be higher markups and higher brand loyalty).

Use Frequency: Unregistered medical consumers use cannabis more frequently on average than their recreational counterparts. 59% of unregistered medical consumers use at least every other day, compared to 54% of unregistered recreational consumers.

Use Frequency

- Unregistered medical consumers
- Unregistered recreational consumers

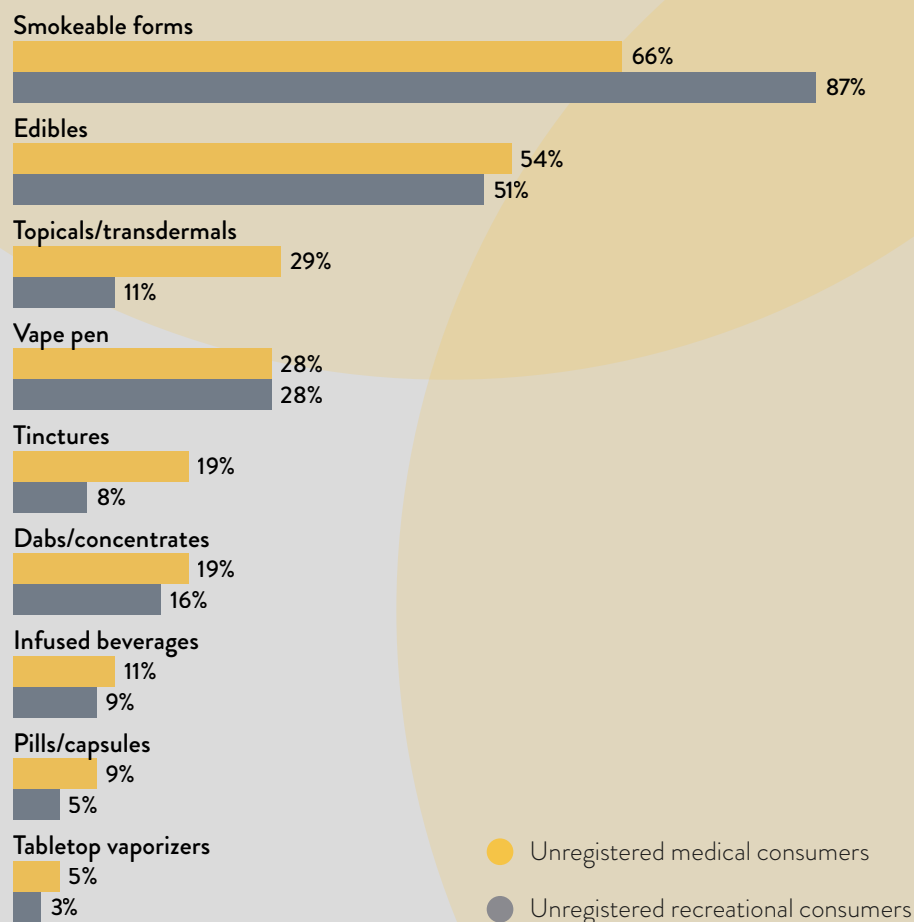


Product Forms

80% of unregistered medical consumers use at least one nonflower form of cannabis, compared to 65% of unregistered recreational consumers.

Flower is still the most widely used form for unregistered medical consumers —which may be related to their constricted access to other manufactured forms. It is reasonable to assume that rates of use of other forms would increase if unregistered medical consumers gained access to a variety of those products in a retail setting.

Forms Used



Reaching unregistered medical consumers

Acquisition & Spending:

Unregistered medical consumers acquire cannabis more frequently than unregistered recreational consumers (72% and 66% respectively acquire at least monthly). Unregistered medical consumers also spend slightly more per purchase on average (50% of unregistered medical consumers spend \$50 or more per purchase, compared to 45% of unregistered recreational consumers).

In addition to retail and the industry benefitting, most unregistered medical consumers would also benefit from having access to retail cannabis, which compared to other in-state source options (friends and dealers) offers wider product options, safer products, and more accurate dosage information—all especially important considerations for manufactured products and medical-purpose use.

The same principles apply here as in the previous section about converting gray market consumers in adult-use states, particularly:

- Retail pricing must be competitive with the gray market.
- Retail channels must be in accessible locations/cover underserved areas.
- Retailers must offer a variety of product forms, and options within each product category.

When comparing self-described medical consumers who are registered patients in medical-only markets versus those who are not registered, the unregistered consumers have lower incomes on average and are more likely to live outside of urban areas than the registered patients.

Among all unregistered consumers in medical-only markets, those who consider themselves medical consumers are more likely to use nonflower products than those who think of themselves as recreational consumers. To meet their medical needs and make it worth the trouble of going through the registration process, they would need access to a variety of product forms (especially edibles, topicals, vapes, and tinctures) in addition to flower.

But retailers alone can effect limited change in medical patient registration rates in medical-only states; actions taken by regulators, public health officials, and physicians could be far more influential:

A state's list of qualifying medical conditions must be inclusive of common conditions and symptoms which research affirms can be managed or improved by cannabis.

Chronic pain and anxiety are some of the most widely experienced medical conditions in the country, and medical research has found that symptoms can be managed effectively by cannabis in many situations, yet not all states recognize these as eligible conditions in their medical programs.

Regulators must consider the cost—in time and money—of becoming a registered patient.

Requiring too many trips to the doctor, specialist consultations, or excessive fees severely limits which patients can have access to cannabis as medicine (but not who can access it on the illicit market). Many patients who would benefit greatly from medical cannabis—especially as a less expensive alternative to other medication—are not able to afford navigating the many steps required of them to obtain a medical registration card. States should also consider how long patient registration is valid—for example only requiring registrations to be renewed every two or three years for chronic conditions instead of annually.

Medical and nursing schools must teach comprehensive, up-to-date research and findings related to medical cannabis.

While there is cannabis-related continuing medical education (CME) available in many states, it is not required and usually only appeals to physicians already knowledgeable or interested in medical cannabis. Despite such widespread use—including medical use of cannabis—many prospective doctors can still complete medical school without studying recent literature on cannabis.

Conclusion

The legal cannabis landscape is teeming with growth opportunities, yet its full potential can only be realized by reaching out to the currently untapped segments of potential and gray-market consumers. It can be tempting for operators to focus primarily on consumers already engaging with the legal market, but the insights presented here underscore the importance of understanding the distinct preferences, concerns, and barriers these groups face.

By offering competitive pricing, accessible retail locations, varied product forms, and a dedicated focus on educating the public about the advantages of regulated cannabis, the industry can foster trust and broaden its consumer base. Many of these illicit consumers might not have found their favorite

product form or settled into a consumption pattern that best meets their unique use case. Canna-curious individuals who haven't even experienced cannabis yet might require a knowledgeable budtender to discuss their needs to walk them through their options.

Moreover, collaboration with regulators and medical professionals can bridge gaps in access and knowledge. As the cannabis market continues to evolve, embracing these strategies will be paramount for ensuring not only its commercial success but also its role in promoting safe and informed consumption. After all, a rising tide lifts all boats.



Methodology

New Frontier Data designed and conducted an online survey to assess cannabis consumer attitudes, perceptions, and consumption across legal and unregulated markets in the United States. Survey themes included: cannabis use, purchasing behavior and decision influencers, product preferences and expenditures, beliefs about cannabis, and other consumption behaviors. U.S. adults who were not cannabis consumers were also surveyed about potential future cannabis use, and beliefs and attitudes about cannabis, and social and personal connections to cannabis consumers.

Sampling was demographically representative of the adult population in the United States. Analyses were conducted among 4,358 cannabis consumers – respondents who indicated that they consumed cannabis in the past, and will consume it again, as well as 1,176 non-consumers. The survey was conducted in Q1 2023.

SURVEY OVERVIEW		
Methodology	Online Survey	
Sample Size	Total Respondents	5,534
	Consumers	4,358
	Non-Consumers	1,176
Fielding Dates	February 17-26, 2023	
Mean Duration	16 minutes	
Margin of Error	Consumers	±1.48%
	Non-Consumers	±2.86%

SAMPLE DESCRIPTIVES

SURVEY SAMPLE DEMOGRAPHICS	CURRENT CONSUMERS	NON CONSUMERS
Sample Size	3867	1176
Age		
18-24	10.1%	10.7%
25-34	23.8%	12.2%
35-44	23.1%	13.4%
45-54	17.7%	16.8%
55-64	15.0%	18.5%
65+	10.3%	28.5%
Gender		
Male	54.2%	45.0%
Female	45.6%	55.0%
Nonbinary/other	0.2%	0.0%
Home State Cannabis Market		
Adult-use	52.1%	43.9%
Medical only	25.3%	26.8%
Illicit	22.6%	29.3%
User Type Self-Identification		
Only medical	14.8%	n/a
Primarily medical	27.7%	n/a
Primarily recreational	25.2%	n/a
Only recreational	32.4%	n/a

SAMPLE DESCRIPTIVES... CONT

Education

Some high school	3.0%	2.6%
High school diploma	21.9%	17.6%
Some college	21.4%	17.3%
Associate's degree/Trade school	15.6%	15.0%
Bachelor's degree	24.5%	29.1%
Advanced degree	13.7%	18.4%
Other	0.1%	0.1%

Household Annual Gross Income

Under \$25,000	16.7%	15.2%
\$25,000 - \$49,999	20.6%	21.9%
\$50,000 - \$74,999	19.2%	17.3%
\$75,000 - \$99,999	14.0%	13.0%
\$100,000 - \$124,999	8.4%	8.8%
\$125,000 - \$149,999	6.5%	6.5%
\$150,000 - \$174,999	4.2%	4.6%
\$175,000 - \$199,999	4.3%	3.1%
\$200,000 or more	5.4%	7.9%

Racial/Ethnic Identity

White	62.6%	63.4%
Hispanic/Latinx	14.4%	12.6%
Black	14.2%	12.4%
Asian	3.2%	6.5%
Mixed	3.7%	2.7%
Middle Eastern/North African	0.3%	0.5%
Pacific Islander/Native Hawaiian	0.2%	0.3%
Native American/First Nations	1.0%	0.3%
Other	0.2%	0.3%
Prefer not to say	0.3%	1.1%

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About Us



NEW FRONTIER DATA is the premier data, analytics, and technology firm specializing in the global cannabis industry, delivering solutions that enable investors, operators, advertisers, brands, researchers, and policymakers to engage, and transact with the cannabis industry and its consumers. New Frontier Data's global reach and reputation is evidenced by research and analysis citations in more than 85 countries. Founded in 2014, New Frontier Data is headquartered in Washington, D.C., with presence in Europe, Latin America, and Africa.

Mission

New Frontier Data's mission is to inform policy and commercial activity for the global legal cannabis industry. We maintain a neutral position on the merits of cannabis legalization through comprehensive and transparent data analysis and projections that shape industry trends, dynamics, demand and opportunity drivers.

Core Values

- Honesty
- Respect
- Understanding

Vision

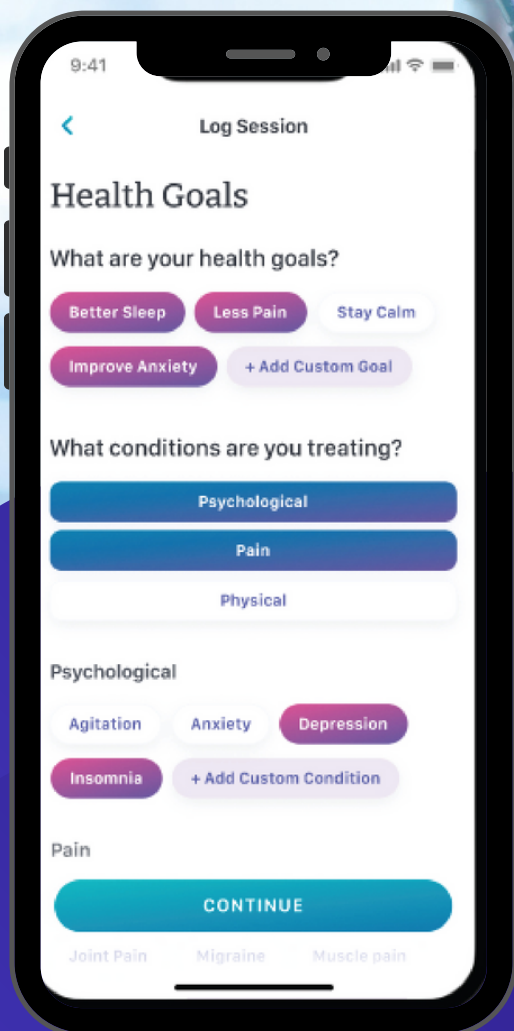
To be the nexus of data for the global cannabis industry.

Commitment to Our Clients

The trusted one-stop shop for cannabis business intelligence, New Frontier Data provides individuals and organizations operating, researching, or investing in the cannabis industry with unparalleled access to actionable industry intelligence and insight, helping them leverage the power of big data to succeed in a fast-paced and dynamic market. We are committed to the highest standards and most rigorous protocols in data collection, analysis, and reporting, protecting all IP and sources, as we continue to improve transparency into the global cannabis industry.

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Request for Action

To
City Council

Item Number
11.5

Meeting Date
November 3, 2025

Prepared By
Lauren Whipper, Human Resources Manager

Item Description
Compensation Plan Update

Reviewed by
Cal Portner
Tina Allard

Action Requested
Discuss and provide staff direction.

Background/Discussion
City Council directed staff to perform a market study. Staff is prepared to discuss the results of this study.

The League of Minnesota Cities maintains a database each year for cities to update their wage and benefit plans. We also requested compensation plans from our peer cities to ensure accuracy. For positions not covered by our peers (wastewater primarily), we surveyed other cities outside the Met Council counties near the Twin Cities for comparative data.

Financial Impact
Dependent upon Council direction.

Mission/Policy/Goal
The Elk River Mission statement.

Attachments
None

The Elk River Vision

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



Request for Action

To
City Council

Item Number
11.6

Meeting Date
November 3, 2025

Prepared By
Cal Portner, City Administrator

Item Description
2026 Budget

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Discuss and provide staff direction.

Background/Discussion

At the last budget work session, the Council consensus was to approve a preliminary levy at the rate of 7.9% and seek additional budget adjustments to decrease the rate.

ERMU has discussed an increase in the Payment in Lieu of Taxes provided each year to the city. The city has been informed that it will no longer qualify for Local Government Aid, which has been utilized to fund capital replacements. The Council will need to consider that revenue replacement, as well as how to discontinue fund transfers from enterprise and capital funds to fund General Fund operations sustainably.

Financial Impact

The Preliminary Levy approved in September amounts to a \$77 annual city property tax increase (\$6.42 monthly) on the median valued home in Elk River (\$369,200). Total city taxes would amount to approximately \$120 per month for city services.

Mission/Policy/Goal

The City of Elk River Mission and Vision Statements

Attachments

1. 2026 Property Tax impacts
2. 2025-26 Rev/Exp Comparison
3. 2026 Preliminary Budget
4. 2026 Preliminary Levy

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
ESTIMATED TAX IMPACT**

Residential (Homestead): With Valuation Change Impact

Estimated Property Value		Value Change	Market Value Exclusion		Tax Capacity Value		Estimated City Tax Tax Capacity Rate		Dollar Change		Percent change
							39.524%	40.359%	ANNUAL	MONTHLY	
2025	2026		2025	2026	2025	2026	2025	2026			
\$296,500	\$296,600	0.0%	\$19,865	\$19,856	\$2,766	\$2,767	\$1,093	\$1,117	\$24	\$2.00	2.2%
\$344,200	\$344,500	0.1%	\$15,572	\$15,545	\$3,286	\$3,290	\$1,299	\$1,328	\$29	\$2.42	2.2%
\$346,800	\$349,900	0.9%	\$15,338	\$15,059	\$3,315	\$3,348	\$1,310	\$1,351	\$41	\$3.42	3.1%
\$388,900	\$394,500	1.4%	\$11,549	\$11,045	\$3,774	\$3,835	\$1,491	\$1,548	\$57	\$4.75	3.8%
\$469,500	\$473,200	0.8%	\$4,295	\$3,962	\$4,652	\$4,692	\$1,839	\$1,894	\$55	\$4.58	3.0%
\$571,100	\$571,300	0.0%	\$0	\$0	\$5,711	\$5,713	\$2,257	\$2,306	\$49	\$4.08	2.2%
\$606,300	\$615,800	1.6%	\$0	\$0	\$6,063	\$6,158	\$2,396	\$2,485	\$89	\$7.42	3.7%
\$358,100	\$369,200	3.1%	\$14,321	\$13,322	\$3,438	\$3,559	\$1,359	\$1,436	\$77	\$6.42	5.7%

** Median Value Home

* As property value increases, the market value exclusion is phased out at \$517,200 & over. (This is an increase from \$413,800 & over in 2024.)

Commercial/Industrial:

Estimated Property Value		Value Change	Tax Capacity Value		Estimated City Tax Tax Capacity Rate		Dollar Change		Percent change
					39.524%	40.359%	ANNUAL	MONTHLY	
2025	2026		2025	2026	2025	2026			
\$2,130,000	\$2,355,200	10.6%	\$41,850	\$46,354	\$16,541	\$18,708	\$2,167	\$180.58	13.1%
\$3,531,900	\$3,896,300	10.3%	\$69,888	\$77,176	\$27,623	\$31,147	\$3,524	\$293.67	12.8%
\$5,054,400	\$5,426,200	7.4%	\$100,338	\$107,774	\$39,658	\$43,497	\$3,839	\$319.92	9.7%
\$1,555,900	\$1,688,200	8.5%	\$30,368	\$33,014	\$12,003	\$13,324	\$1,321	\$110.08	11.0%
\$2,500,000	\$2,500,000	0.0%	\$49,250	\$49,250	\$19,466	\$19,877	\$411	\$34.25	2.1%

		2024 ACTUAL 12/31/2024	6/30/2025 YTD 6/30/2025	2025 BUDGET 12/31/2025	2026 BUDGET 12/31/2026	INCREASE/ (DECREASE)	% CHANGE
TAXES							
101-3-0000-3111	Current Ad Valorem Taxes	14,819,897	5,616,859	15,626,050	16,864,450	1,238,400	7.9%
101-3-0000-3121	Gravel Tax	168,050	15,290	225,000	220,000	(5,000)	-2.2%
	Total Taxes	15,055,586	5,635,539	15,851,050	17,084,450	1,233,400	7.8%
LICENSES & PERMITS							
101-3-0000-3211	Liquor License	82,520	82,121	82,000	85,000	3,000	3.7%
101-3-0000-3212	THC License	4,000	650	5,000	5,000	0	0.0%
101-3-0000-3213	Cigarette License	3,800	150	4,000	4,000	0	0.0%
101-3-0000-3214	Rental License	47,880	17,400	65,000	65,000	0	0.0%
101-3-0000-3216	Mining License	26,888	27,006	26,000	27,000	1,000	3.8%
101-3-0000-3217	Garbage Hauler License	3,335	580	2,500	2,500	0	0.0%
101-3-0000-3218	Other Business License/Permit	21,628	9,050	16,000	18,000	2,000	12.5%
101-3-0000-3229	NPDES Permit	16,800	9,625	23,000	17,000	(6,000)	-26.1%
101-3-0000-3231	Building Permit	432,043	334,652	550,000	550,000	0	0.0%
101-3-0000-3232	Plumbing/Heating Permit	113,621	132,890	175,000	180,000	5,000	2.9%
101-3-0000-3233	Permit Surcharge	3,088	3,510	700	700	0	0.0%
101-3-0000-3235	Animal License	450	325	0	500	500	0.0%
101-3-0000-3237	Other Non-Business Lic/Permit	12,942	32,664	25,000	30,000	5,000	20.0%
	Total Licenses & Permits	768,995	650,623	974,200	984,700	10,500	1.1%
INTERGOVERNMENTAL REVENUES							
101-3-0000-3322	MV Credit	5,360	0	6,000	6,000	0	0.0%
101-3-0000-3323	Fire State Aid	329,633	0	275,000	300,000	25,000	9.1%
101-3-0000-3325	Police 2% Aid	414,088	0	414,000	425,000	11,000	2.7%
101-3-0000-3326	Police Training Reimb	31,423	0	35,000	35,000	0	0.0%
101-3-0000-3329	State Crime Prevention Grant	128,329	28,114	48,000	50,000	2,000	4.2%
	Total Intergovernmental Revenues	921,230	41,903	778,000	816,000	38,000	4.9%
CHARGES FOR SERVICES							
101-3-0000-3412	Planning & Zoning Fees	29,435	22,277	25,000	25,000	0	0.0%
101-3-0000-3413	Plan Check Fee	184,004	158,814	230,000	230,000	0	0.0%
101-3-0000-3415	Special Assessment Search	210	150	500	500	0	0.0%
101-3-0000-3417	Copies	1,284	677	1,500	1,500	0	0.0%
101-3-0000-3430	Lockout Fees	2,228	880	3,500	3,000	(500)	-14.3%
101-3-0000-3431	Police Services	50,692	5,275	46,000	50,000	4,000	8.7%
101-3-0000-3432	School Liaison	195,965	194,021	185,000	200,000	15,000	8.1%
101-3-0000-3434	Animal Impound Fee	500	550	500	500	0	0.0%
101-3-0000-3436	Fire Contracts	470,798	253,422	465,750	480,050	14,300	3.1%
101-3-0000-3437	Fire Services	7,009	0	3,000	5,000	2,000	66.7%
101-3-0000-3451	Street Services	37,738	16,944	35,000	35,000	0	0.0%
101-3-0000-3452	Engineering Services Reimb	11,999	0	20,000	20,000	0	0.0%
101-3-0000-3461	Recreation Fees	49,424	35,332	52,500	52,500	0	0.0%
101-3-0000-3462	Sr Center Activities	46,450	27,924	47,500	55,500	8,000	16.8%
101-3-0000-3463	Farmer's Market	57,987	28,378	15,000	15,000	0	0.0%
101-3-0000-3469	Elk RiverFest	23,028	6,590	20,000	15,000	(5,000)	-25.0%
101-3-0000-3472	Park Use Fee	83,509	44,140	76,900	77,000	100	0.1%
101-3-0000-3483	Sewer Inspection Fee	17,515	7,630	15,000	15,000	0	0.0%
101-3-0000-3484	Contractor License Check	1,060	580	1,200	1,200	0	0.0%
	Total Charges for Services	1,271,008	803,724	1,243,850	1,281,750	37,900	3.0%
FINES & FORFEITS							
101-3-0000-3510	Court Fines	173,459	66,586	155,000	170,000	15,000	9.7%
	Total Fines & Forfeits	176,559	66,586	155,000	170,000	15,000	9.7%
OTHER REVENUE							
101-3-0000-3621	Interest Income	235,657	69,523	175,000	200,000	25,000	14.3%
101-3-0000-3625	Refunds & Reimbursements	199,996	248,667	150,000	175,000	25,000	16.7%
101-3-0000-3626	Contributions	26,250	26,000	26,000	27,000	1,000	3.8%
101-3-0000-3629	Miscellaneous Revenue	15,298	5,712	10,000	12,000	2,000	20.0%
	Total Other Revenue	477,201	349,901	361,000	414,000	53,000	14.7%
TRANSFERS IN							
101-3-0000-3926	Transfer-Capital Outlay Reserv	97,500	0	95,000	89,000	(6,000)	-6.3%
101-3-0000-3942	Transfer-WVWTS	175,000	0	180,000	187,200	7,200	4.0%
101-3-0000-3943	Transfer-Liquor	1,000,000	0	850,000	850,000	0	0.0%
101-3-0000-3944	Transfer-Garbage	58,000	0	60,000	62,400	2,400	4.0%
101-3-0000-3945	Transfer-Utilities	1,400,000	583,620	1,450,000	1,500,000	50,000	3.4%
101-3-0000-3946	Transfer-Stormwater	135,000	0	125,000	130,000	5,000	4.0%
101-3-0000-3948	Transfer-EDA	46,000	0	48,000	49,900	1,900	4.0%
101-3-0000-3949	Transfer-HRA	37,500	0	39,000	40,550	1,550	4.0%
	Total Transfers In	2,953,568	583,620	2,847,000	2,909,050	62,050	2.2%
Total Revenues		21,724,060	8,131,896	22,210,100	23,659,950	1,449,850	6.5%

	2025 BUDGET 12/31/2025	2026 PRELIMINARY 12/31/2026	Increase/ (Decrease)	% Change
PERSONNEL SERVICES				
Total 4101 - Regular Pay	11,540,150.00	12,125,050.00	584,900	5.1%
Total 4102 - Overtime Pay	263,500.00	263,500.00	0	0.0%
Total 4103 - Part-time Pay	712,500.00	848,000.00	135,500	19.0%
Total 4104 - PERA	1,394,700.00	1,488,050.00	93,350	6.7%
Total 4105 - FICA	472,650.00	489,850.00	17,200	3.6%
Total 4106 - Other Retirement Contr	305,000.00	330,000.00	25,000	8.2%
Total 4107 - Medicare	181,500.00	191,350.00	9,850	5.4%
Total 4108 - Insurance	1,658,750.00	1,734,750.00	76,000	4.6%
Total 4109 - Workers Comp	470,250.00	499,650.00	29,400	6.3%
Total 4110 - Unemployment Benefits	0.00	0.00	0	0.0%
Total 4112 - PFML	0.00	65,100.00	65,100	0.0%
Total 4334 - Car Allowance	9,600.00	9,600.00	0	0.0%
Total Personnel Services	16,999,000.00	18,044,900.00	1,045,900	6.2%
SUPPLIES				
Total 4201 - Office Supplies	35,250.00	21,700.00	(13,550)	-38.4%
Total 4212 - Fuels & Lubes	273,500.00	268,650.00	(4,850)	-1.8%
Total 4217 - Uniform Allowance	109,400.00	113,550.00	4,150	3.8%
Total 4219 - Operating Supplies	768,200.00	812,700.00	44,500	5.8%
Total 4221 - Equipment Parts	176,800.00	181,800.00	5,000	2.8%
Total 4226 - Sign Materials	31,000.00	32,000.00	1,000	3.2%
Total Supplies	1,394,150.00	1,430,400.00	36,250	2.6%
SERVICES & CHARGES				
Total 4301 - Audit Fees	23,000.00	23,000.00	0	0.0%
Total 4303 - Engineering Fees	0.00	1,500.00	1,500	0.0%
Total 4304 - Legal Fees	300,000.00	340,000.00	40,000	13.3%
Total 4319 - Other Professional Services	178,750.00	211,800.00	33,050	18.5%
Total 4321 - Telephone	82,500.00	92,350.00	9,850	11.9%
Total 4322 - Postage	13,100.00	12,350.00	(750)	-5.7%
Total 4331 - Travel, Conferences & Schools	217,550.00	211,400.00	(6,150)	-2.8%
Total 4349 - Advertising/Marketing	8,000.00	8,000.00	0	0.0%
Total 4359 - Publishing	19,200.00	18,750.00	(450)	-2.3%
Total 4361 - Insurance	269,450.00	296,300.00	26,850	10.0%
Total 4389 - Utilities	562,800.00	540,600.00	(22,200)	-3.9%
Total 4401 - Bldg Repair/Maint Services	193,350.00	199,550.00	6,200	3.2%
Total 4404 - Equip Repair/Maint Services	688,600.00	921,150.00	232,550	33.8%
Total 4409 - Contractual Services	373,800.00	431,400.00	57,600	15.4%
Total 4412 - Building Rent	5,000.00	5,500.00	500	10.0%
Total 4415 - Equipment Rental	25,500.00	34,100.00	8,600	33.7%
Total 4433 - Dues & Subscriptions	81,050.00	105,900.00	24,850	30.7%
Total 4437 - Taxes & Licenses	850.00	1,850.00	1,000	117.6%
Total 4438 - Credit Card Fees	41,250.00	61,000.00	19,750	47.9%
Total 4440 - Miscellaneous	16,250.00	14,500.00	(1,750)	-10.8%
Total 4460 - Equip Replacement Charge	509,000.00	539,550.00	30,550	6.0%
Total 4462 - IT Equip Charge	88,450.00	114,100.00	25,650	29.0%
Total Services & Charges	3,707,050.00	4,184,650.00	477,600	12.9%
CAPITAL OUTLAY				
Total 4560 - Equipment	0.00	0.00	0	0.0%
Total 4570 - Lease Expenditure	26,400.00	0.00	(26,400)	-100.0%
Total 4602 - Principal Payment-Lease	83,500.00	0.00	(83,500)	-100.0%
Total 4612 - Interest Expense - Lease	0.00	0.00	0	0.0%
Total Capital Outlay	109,900.00	0.00	(109,900)	-100.0%
GENERAL FUND TOTAL	22,210,100.00	23,659,950.00	1,449,850	6.5%

*requested positions are still in here

*JE to move here from 4404 after auditors review

*budgeted in 4404 - JE after audit

**CITY OF ELK RIVER
2026 PRELIMINARY BUDGET
GENERAL FUND**

	2023 ACTUAL	2024 ACTUAL	2025 BUDGET	6/30/2025 ACTUAL	2026 PRELIMINARY	% of Budget	Increase/ (Decrease)	% Change
General Fund Revenues:								
Property taxes	13,785,282	14,887,537	15,626,050	5,620,248	\$16,864,450	71.3%	\$1,238,400	7.9%
Other taxes	156,365	168,050	225,000	15,290	220,000	0.9%	(\$5,000)	-2.2%
Licenses & Permits	976,260	768,995	974,200	650,623	984,700	4.2%	\$10,500	1.1%
Intergovernmental Revenues	706,917	921,230	778,000	41,903	816,000	3.4%	\$38,000	4.9%
Charges for Services	1,210,808	1,271,008	1,243,850	803,724	1,281,750	5.4%	\$37,900	3.0%
Fines	169,910	176,559	155,000	66,586	170,000	0.7%	\$15,000	9.7%
Other Revenues	445,610	477,201	361,000	349,901	414,000	1.7%	\$53,000	14.7%
Other Financing Source - Lease	-	99,914.00	-	-	-	0.0%	\$0	0.0%
Transfers In	3,202,249	2,953,568	2,847,000	583,620	2,909,050	12.3%	\$62,050	2.2%
Total General Fund Revenues	20,653,401	21,724,062	22,210,100	8,131,895	23,659,950	100.0%	\$1,449,850	6.5%
General Fund Expenditures								
General Government:								
Mayor & Council	196,879	196,900	233,000	90,787	243,150	1.0%	10,150	4.4%
Communications	436,535	461,967	522,150	243,823	554,850	2.3%	32,700	6.3%
Administrative Services	691,952	732,615	727,050	317,814	722,950	3.1%	(4,100)	-0.6%
Human Resources	398,243	433,692	456,150	204,885	471,650	2.0%	15,500	3.4%
Elections	6,280	76,300	6,800	6,306	53,550	0.2%	46,750	687.5%
Finance	733,973	822,161	850,250	439,512	1,040,450	4.4%	190,200	22.4%
Information Technology	617,017	814,783	748,200	282,049	846,850	3.6%	98,650	13.2%
Legal	288,808	334,342	300,000	116,579	340,000	1.4%	40,000	13.3%
Community Dev/Planning	460,952	489,137	504,750	250,250	516,950	2.2%	12,200	2.4%
Facilities Maintenance	1,054,680	1,087,119	1,151,350	499,172	1,165,950	4.9%	14,600	1.3%
Energy City	56,284	21,268	40,200	0	0	0.0%	(40,200)	-100.0%
Total General Government	4,941,603	5,470,284	5,539,900	2,451,177	5,956,350	25.2%	416,450	7.5%
Public Safety:								
Police	7,190,412	7,847,040	8,028,300	3,642,382	8,635,300	36.5%	607,000	7.6%
Fire	1,979,598	2,103,602	2,096,450	819,856	2,213,550	9.4%	117,100	5.6%
Building Safety	572,772	621,274	648,400	285,530	614,200	2.6%	(34,200)	-5.3%
Code Enforcement	116,261	123,987	132,900	58,916	142,150	0.6%	9,250	7.0%
Environmental	128,842	125,041	57,800	28,699	77,050	0.3%	19,250	33.3%
Total Public Safety	9,987,885	10,820,944	10,963,850	4,835,383	11,682,250	49.4%	718,400	6.6%
Public Works:								
Street Maintenance	1,532,241	1,500,154	1,778,350	686,274	1,885,900	8.0%	107,550	6.0%
Snow Removal	338,473	263,917	380,650	224,361	398,200	1.7%	17,550	4.6%
Equipment Services	363,728	402,213	428,700	193,827	465,400	2.0%	36,700	8.6%
Engineering	464,372	408,497	382,100	166,330	411,300	1.7%	29,200	7.6%
Total Public Works	2,698,814	2,574,781	2,969,800	1,270,792	3,160,800	13.4%	191,000	6.4%
Culture & Recreation:								
Park Maintenance	1,558,303	1,649,764	1,736,000	701,565	1,779,650	7.5%	43,650	2.5%
Recreation	773,426	785,316	784,500	330,684	808,450	3.4%	23,950	3.1%
Sr. Citizen Programs	178,074	203,726	216,050	98,928	272,450	1.2%	56,400	26.1%
Total Culture & Recreation	2,509,803	2,638,806	2,736,550	1,131,177	2,860,550	12.1%	124,000	4.5%
Transfers Out	-	-	-	-	-	0.0%	-	0.00%
Total General Fund Expenditures	\$20,138,105	\$21,504,815	\$22,210,100	\$9,688,529	\$23,659,950	100.0%	\$1,449,850	6.5%

2026 PRELIMINARY TAX LEVY

Tax Levy	Levied Pay 2023	Levied Pay 2024	Levied Pay 2025	Preliminary Pay 2026
General Fund	\$13,893,000	\$14,917,700	\$15,626,050	\$16,864,450
Library	75,000	79,000	79,000	84,550
General Property Tax Levy	\$13,968,000	\$14,996,700	\$15,705,050	\$16,949,000
<u>Special Levies:</u>				
Debt Service -				
2010A PS Building	-	-	-	-
2020A - PS Building Expansion	606,346	608,709	604,771	600,046
2020B Refunding - PW Building	-	-	-	-
2021A - Fire Station 3/Equip.	389,135	392,023	394,123	387,823
Economic Development Tax Abatement	131,475	139,900	140,239	160,205
Government Building Reserve	-	-	-	-
Total Levy	\$15,094,956	\$16,137,332	\$16,844,183	\$18,097,074
General Fund Change from Previous Year	\$783,700	\$1,024,700	\$708,350	\$1,238,400
Percentage Change from Previous Year	6.0%	7.4%	4.7%	7.9%
Total Dollar Change from Previous Year	\$1,209,256	\$1,042,376	\$706,851	\$1,252,891
% Change	8.7%	6.9%	4.4%	7.4%

NTC Value	\$38,022,099	\$42,671,578	\$42,617,070	\$44,840,029
Tax Rate	39.700%	37.818%	39.524%	40.359%
% Increase in NTC	20.4%	12.2%	-0.1%	5.2%



Request for Action

To
City Council

Item Number
13.1

Meeting Date
November 3, 2025

Prepared By
Lori Stich, Finance Manager

Item Description
September Financial Reports

Reviewed by
Lori Stich
Joe Stremcha
Cal Portner
Tina Allard

Action Requested
Information only.

Background/Discussion

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

For the month of September, actual revenues (excluding property taxes and transfers in) and expenditures should run about 75% of the annual budget. It is natural for some of the items to vary from month to month, such as exceeding budget for Supplies but being below budget for Services. This is not considered serious as long as the total expenditure budget amount is not overspent. Significant variances from budget are highlighted below accompanied by a general discussion of the variance.

General Fund

Revenues:

- License & permit collections are 83% of budget estimates. September collections were primarily building-related permits.
- Charges for services are about 78% of estimates with plan check fees and recreation fees making up the majority of September collections.
- Court fines which lag a month are about 65% of budget including August collections received by the county.
- Transfers in consist of ERMU's 4% August monthly electric revenues.

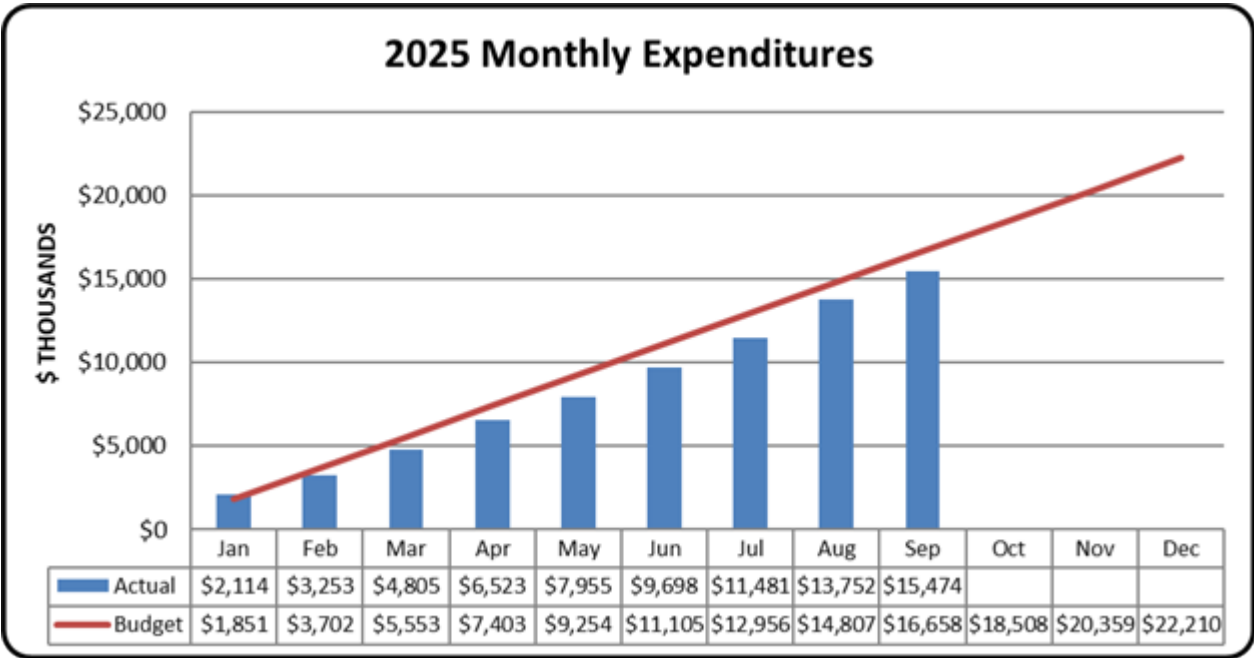
Expenditures:

The Elk River Vision

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



- Total departmental expenditures are about 70% of budget. Most departments are within or below budget estimates.



FTCenter

Through the end of September, expenditures \$1,362,654 exceed revenues of \$1,333,693 by \$28,961. The majority of September collections consist of ice rent, facility rentals, naming rights/sponsorships and concessions/catering revenue, while expenditures are primarily attributable to personal services, utilities and field house improvements.

Financial Impact

N/A

Mission/Policy/Goal

Responsible for every dollar - good stewards.

Attachments

- I. 09-2025 Financial Reports

General Fund

As of:

9/30/2025**75.00% OF YEAR COMPLETED****REVENUES****Budget****YTD Actual****% of budget****Budget Balance****Taxes**

101-3-0000-3111	Current Ad Valorem Taxes	15,626,050.00	8,025,706.36	51.36%	7,600,343.64
101-3-0000-3112	Delinquent Ad Valorem Taxes	0.00	56,048.69	0.00%	(56,048.69)
101-3-0000-3121	Gravel Tax	225,000.00	60,594.54	26.93%	164,405.46
101-3-0000-3131	Penalties/Interest	0.00	3,322.56	0.00%	(3,322.56)
Total Taxes		15,851,050.00	8,145,672.15	51.39%	7,705,377.85

Licenses & Permits

101-3-0000-3211	Liquor License	82,000.00	85,668.25	104.47%	(3,668.25)
101-3-0000-3212	THC License	5,000.00	800.00	16.00%	4,200.00
101-3-0000-3213	Cigarette License	4,000.00	300.00	7.50%	3,700.00
101-3-0000-3214	Rental License	65,000.00	23,220.00	35.72%	41,780.00
101-3-0000-3216	Mining License	26,000.00	27,006.10	103.87%	(1,006.10)
101-3-0000-3217	Garbage Hauler License	2,500.00	580.00	23.20%	1,920.00
101-3-0000-3218	Other Business License/Permit	16,000.00	13,290.00	83.06%	2,710.00
101-3-0000-3229	NPDES Permit	23,000.00	13,825.00	60.11%	9,175.00
101-3-0000-3231	Building Permit	550,000.00	440,048.05	80.01%	109,951.95
101-3-0000-3232	Plumbing/Heating Permit	175,000.00	160,257.50	91.58%	14,742.50
101-3-0000-3233	Permit Surcharge	700.00	2,152.84	307.55%	(1,452.84)
101-3-0000-3235	Animal License	0.00	550.00	0.00%	(550.00)
101-3-0000-3237	Other Non-Business Lic/Permit	25,000.00	37,918.49	151.67%	(12,918.49)
Total Licenses & Permits		974,200.00	805,616.23	82.70%	168,583.77

Intergovernmental Revenue

101-3-0000-3322	MV Credit	6,000.00	0.00	0.00%	6,000.00
101-3-0000-3323	Fire State Aid	275,000.00	0.00	0.00%	275,000.00
101-3-0000-3325	Police 2% Aid	414,000.00	0.00	0.00%	414,000.00
101-3-0000-3326	Police Training Reimb	35,000.00	31,821.75	90.92%	3,178.25
101-3-0000-3329	State Crime Prevention Grant	48,000.00	54,352.04	113.23%	(6,352.04)
101-3-0000-3330	Other State Grants	0.00	25,640.14	0.00%	(25,640.14)
Total Intergovernmental Revenue		778,000.00	111,813.93	14.37%	666,186.07

Charges for Services

101-3-0000-3412	Planning & Zoning Fees	25,000.00	36,997.32	147.99%	(11,997.32)
101-3-0000-3413	Plan Check Fee	230,000.00	195,389.65	84.95%	34,610.35
101-3-0000-3415	Special Assessment Search	500.00	180.00	36.00%	320.00
101-3-0000-3417	Copies	1,500.00	4,079.16	271.94%	(2,579.16)
101-3-0000-3418	Other General Govt Services	0.00	57.25	0.00%	(57.25)
101-3-0000-3430	Lockout Fees	3,500.00	1,560.00	44.57%	1,940.00
101-3-0000-3431	Police Services	46,000.00	20,597.69	44.78%	25,402.31
101-3-0000-3432	School Liaison	185,000.00	195,383.56	105.61%	(10,383.56)
101-3-0000-3434	Animal Impound Fee	500.00	700.00	140.00%	(200.00)
101-3-0000-3436	Fire Contracts	465,750.00	253,422.01	54.41%	212,327.99
101-3-0000-3437	Fire Services	3,000.00	0.00	0.00%	3,000.00
101-3-0000-3438	Fire Inspections	0.00	10.14	0.00%	(10.14)
101-3-0000-3451	Street Services	35,000.00	20,495.84	58.56%	14,504.16
101-3-0000-3452	Engineering Services Reimb	20,000.00	8,841.75	44.21%	11,158.25
101-3-0000-3461	Recreation Fees	52,500.00	45,839.76	87.31%	6,660.24
101-3-0000-3462	Sr Center Activities	47,500.00	37,379.10	78.69%	10,120.90
101-3-0000-3463	Farmer's Market	15,000.00	46,922.00	312.81%	(31,922.00)
101-3-0000-3469	Elk RiverFest	20,000.00	7,915.00	39.58%	12,085.00

101-3-0000-3472	Park Use Fee	76,900.00	75,825.31	98.60%	1,074.69
101-3-0000-3475	Building Rent	0.00	542.24	0.00%	(542.24)
101-3-0000-3483	Sewer Inspection Fee	15,000.00	13,460.00	89.73%	1,540.00
101-3-0000-3484	Contractor License Check	1,200.00	958.31	79.86%	241.69
Total Charges for Services		1,243,850.00	966,556.09	77.71%	277,293.91
Fines & Forfeits					
101-3-0000-3510	Court Fines	155,000.00	101,011.81	65.17%	53,988.19
Total Fines & Forfeits		155,000.00	101,011.81	65.17%	53,988.19
Other Revenue					
101-3-0000-3621	Interest Income	175,000.00	82,508.93	47.15%	92,491.07
101-3-0000-3625	Refunds & Reimbursements	150,000.00	250,287.40	166.86%	(100,287.40)
101-3-0000-3626	Contributions	26,000.00	26,000.00	100.00%	0.00
101-3-0000-3629	Miscellaneous Revenue	10,000.00	18,859.31	188.59%	(8,859.31)
Total Other Revenue		361,000.00	377,655.64	104.61%	(16,655.64)
Transfers In					
101-3-0000-3926	Transfer-Capital Outlay Reserv	95,000.00	95,000.00	100.00%	0.00
101-3-0000-3942	Transfer-WWTS	180,000.00	180,000.00	100.00%	0.00
101-3-0000-3943	Transfer-Liquor	850,000.00	850,000.00	100.00%	0.00
101-3-0000-3944	Transfer-Garbage	60,000.00	60,000.00	100.00%	0.00
101-3-0000-3945	Transfer-Utilities	1,450,000.00	1,066,492.22	73.55%	383,507.78
101-3-0000-3946	Transfer-Stormwater	125,000.00	125,000.00	100.00%	0.00
101-3-0000-3948	Transfer-EDA	48,000.00	48,000.00	100.00%	0.00
101-3-0000-3949	Transfer-HRA	39,000.00	39,000.00	100.00%	0.00
Total Transfers In		2,847,000.00	2,463,492.22	86.53%	383,507.78
TOTAL GENERAL FUND REVENUES		22,210,100.00	12,971,818.07	58.41%	9,238,281.93

General Fund

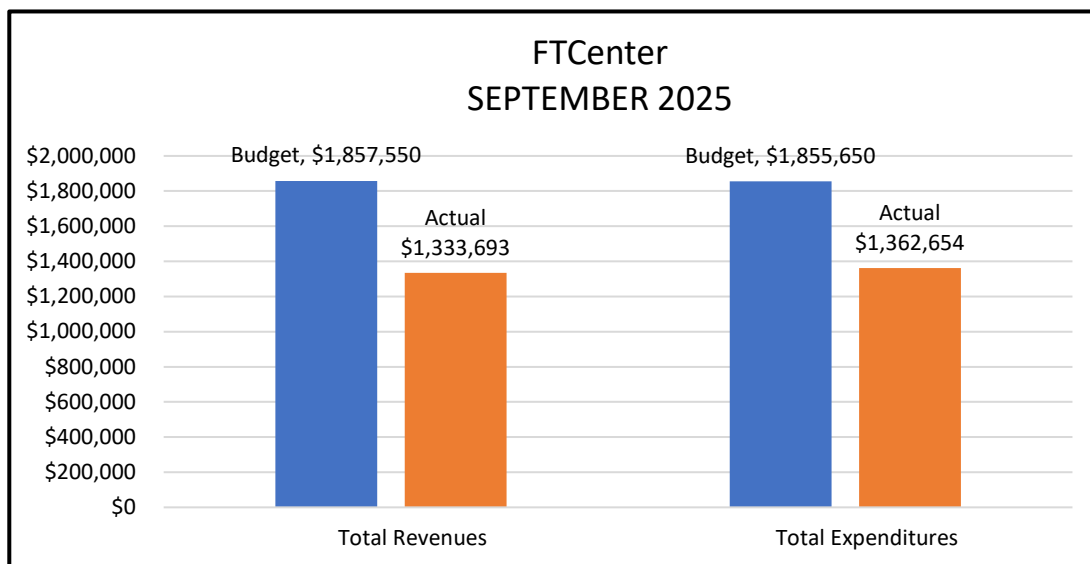
As of: 9/30/2025 75.00% OF YEAR COMPLETED

EXPENDITURE SUMMARY

	<u>Budget</u>	<u>YTD Actual</u>	<u>% of budget</u>	<u>Budget Balance</u>
<u>General Government</u>				
City Council	233,000.00	172,856.09	74.19%	60,143.91
Communications	522,150.00	360,565.44	69.05%	161,584.56
Administrative Services	727,050.00	500,077.97	68.78%	226,972.03
Human Resources	456,150.00	339,109.07	74.34%	117,040.93
Elections	6,800.00	6,305.86	92.73%	494.14
Finance	850,250.00	654,957.20	77.03%	195,292.80
Information Technology	748,200.00	500,567.74	66.90%	247,632.26
Legal	300,000.00	219,759.38	73.25%	80,240.62
Community Development	0.00	0.00	0.00%	0.00
Planning	504,750.00	400,274.98	79.30%	104,475.02
Building Maintenance	1,151,350.00	782,853.05	67.99%	368,496.95
Total General Government	5,499,700.00	3,937,326.78	71.59%	1,562,373.22
<u>Public Safety</u>				
Police Administration	1,257,000.00	954,678.75	75.95%	302,321.25
Patrol	3,992,500.00	2,730,862.59	68.40%	1,261,637.41
Investigations	1,523,350.00	1,107,430.71	72.70%	415,919.29
Police Support Services	1,002,750.00	678,181.52	67.63%	324,568.48
Police Reserves	16,550.00	4,249.62	25.68%	12,300.38
Public Safety Building	236,150.00	167,209.77	70.81%	68,940.23
Fire Administration	1,405,400.00	839,288.28	59.72%	566,111.72
Fire Operations	658,900.00	529,724.41	80.40%	129,175.59
Emergency Management	32,150.00	34,296.78	106.68%	(2,146.78)
Building Safety	648,400.00	445,391.84	68.69%	203,008.16
Code Enforcement	132,900.00	92,849.96	69.86%	40,050.04
Environmental	57,800.00	48,658.69	84.18%	9,141.31
Total Public Safety	10,963,850.00	7,632,822.92	69.62%	3,331,027.08
<u>Public Works</u>				
Street Maintenance	1,778,350.00	1,124,834.61	63.25%	653,515.39
Snow Removal	380,650.00	229,402.82	60.27%	151,247.18
Equipment Services	428,700.00	300,004.18	69.98%	128,695.82
Engineering	382,100.00	283,697.78	74.25%	98,402.22
Total Public Works	2,969,800.00	1,937,939.39	65.25%	1,031,860.61
<u>Culture & Recreation</u>				
Parks Department	1,736,000.00	1,177,015.61	67.80%	558,984.39
Parks & Rec Admin	576,100.00	406,684.31	70.59%	169,415.69
Recreation Programs	146,550.00	128,389.97	87.61%	18,160.03
Farmers Market	61,850.00	61,891.18	100.07%	(41.18)
Sr Citizen Programs	216,050.00	157,423.50	72.86%	58,626.50
Total Culture & Recreation	2,736,550.00	1,931,404.57	70.58%	805,145.43
<u>Economic Development</u>				
Economic Development	0.00	34,415.87	0.00%	(34,415.87)
Energy City	40,200.00	0.00	0.00%	40,200.00
Total Economic Development	40,200.00	34,415.87	85.61%	5,784.13
TOTAL GENERAL FUND EXPENDITURES	22,210,100.00	15,473,909.53	69.67%	6,736,190.47
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(2,502,091.46)		2,502,091.46

**CITY OF ELK RIVER
FTCENTER - BUDGET TO ACTUAL
MONTH ENDED SEPTEMBER 30, 2025**

	Current Budget	Year to Date Actual	% of Budget
Revenues:			
Ice Rental	\$861,000	\$536,978	62.37%
Admissions	6,000	10,493	174.89%
Dry Floor Events/Craft Shows	0	3,672	0.00%
Facility Rental	245,400	223,709	91.16%
Advertising/Naming Rights/Sponsorships	192,550	156,133	81.09%
Recreation fees (Skating/Hockey)	160,000	119,357	74.60%
Concessions/catering/vending	363,000	262,857	72.41%
Other Revenues (interest, etc.)	29,600	20,493	69.23%
Total Revenues	\$1,857,550	\$1,333,693	71.80%
Operating expenses:			
Personal services	\$930,900	\$669,336	71.90%
Supplies	197,550	142,524	72.15%
Other service charges	585,450	435,993	74.47%
Capital Outlay	141,750	114,801	80.99%
Total Expenditures	\$1,855,650	\$1,362,654	73.43%
Revenues over/(under) expenditures	\$1,900	(\$28,961)	



CITY OF ELK RIVER
ENTERPRISE FUNDS - BUDGET TO ACTUAL
MONTH ENDED SEPTEMBER 30, 2025

	Liquor			Sewer			Garbage			Stormwater		
	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget	Current Budget	Year to Date Actual	% of Budget
Sales and cost of sales:												
Sales	\$ 8,640,000	\$ 6,334,709	73.32%									
Cost of sales	(6,235,750)	(4,267,303)	68.43%									
Gross profit	2,404,250	2,067,406	85.99%									
Operating revenues:												
User charges	-	-	-	\$ 2,745,000	\$ 1,977,544	72.04%	\$ 2,070,000	\$ 1,330,049	64.25%	\$ 675,000	\$ 451,246	66.85%
Delinquency collections	-	-	-	1,500	1,422	94.80%	-	1,013	-	-	45	-
Other	9,000	4,082	45.35%	195,000	130,196	66.77%	-	-	-	-	-	-
Total operating revenues	9,000	4,082	45.35%	2,941,500	2,109,162	71.70%	2,070,000	1,331,062	64.30%	675,000	451,291	66.86%
Operating expenses:												
Personal services	1,268,300	879,080	69.31%	901,300	623,642	69.19%	29,900	15,554	52.02%	-	-	-
Supplies	31,500	9,529	30.25%	334,900	199,445	59.55%	23,250	869	3.74%	1,000	-	0.00%
Other service charges	397,650	446,854	112.37%	1,007,950	739,912	73.41%	1,844,550	1,198,013	64.95%	302,950	25,055	8.27%
Depreciation *	70,000	-	0.00%	1,710,000	-	0.00%	-	-	-	500,000	-	0.00%
Total operating expenses	1,767,450	1,335,462	75.56%	3,954,150	1,562,999	39.53%	1,897,700	1,214,436	64.00%	803,950	25,055	3.12%
Operating income (loss)	645,800	736,025	113.97%	(1,012,650)	546,163	-53.93%	172,300	116,626	67.69%	(128,950)	426,237	-330.54%
Nonoperating revenues (expenses):												
Interest income	135,000	37,951	28.11%	135,000	114,499	84.81%	10,000	11,896	118.96%	30,000	28,761	95.87%
Interest expense/agent fees	-	-	-	(77,550)	(76,985)	99.27%	-	-	-	-	-	-
Total nonoperating revenues (expenses)	135,000	37,951	28.11%	57,450	37,514	65.30%	10,000	11,896	118.96%	30,000	28,761	95.87%
Income (loss) before contributions & transfers	780,800	773,976	99.13%	(955,200)	583,677	-61.11%	182,300	128,522	70.50%	(98,950)	454,998	-459.83%
Contributions - connection fees	-	-	-	1,000,000	843,426	84.34%	-	-	-	-	-	-
Transfers in (ARPA funds)	-	-	-	-	-	0.00%	-	-	-	-	-	-
Sale of assets	-	-	0.00%	-	-	0.00%	-	-	0.00%	-	-	0.00%
Transfers out	(1,100,000)	(1,350,000)	122.73%	(180,000)	(180,000)	100.00%	(60,000)	(60,000)	100.00%	(125,000)	(125,000)	100.00%
NET INCOME (LOSS)	(319,200)	(576,024)	180.46%	(135,200)	1,247,103	-922.41%	122,300	68,522	56.03%	(223,950)	329,998	-147.35%
Items reclassified to balance sheet at year end:												
Bond Proceeds	-	-	-	-	-	-	-	-	-	(150,000)	-	-
Capital Outlay	-	-	-	(343,000)	(261,540)	-	-	-	-	-	-	-
Bond Payment	-	-	-	(530,000)	(530,000)	-	-	-	-	-	-	-
Revenues over/(under) expenditures	(319,200)	(576,024)		(1,008,200)	455,564		122,300	68,522		(373,950)	329,998	

* Recorded at year-end