



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, OCTOBER 14, 2025 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

5. PRESENTATION & PROCLAMATION

a. Life Saving Award Presentation

INFO

b. 2025 MSFDA Firefighter of the year presentation

VERBAL
UPDATE

c. A Proclamation Declaring October as Manufacturing Month

VERBAL
UPDATE

6. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.

7. CONSENT AGENDA

All matters listed under Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

a. Claims

ACTION

b. Minutes - City Council Meeting - September 23, 2025, 7:00 PM

ACTION

- c. Approval of Resolution R-234-2025 authorizing enhanced street sweeping funding grant ACTION
- d. Approval of Resolution R-236-2025 authorizing the low bid for water tower cleaning ACTION
- e. Receive Legal Staff Report INFO
- f. Approval of Resolution R-242-2025 approving the Cannabis Retail Registration Application for Wild River Cannabis LLC ACTION
- g. Approval of Resolution R-235-2025 authorizing a letter of support for Veteran's Memorial ACTION
- h. Approval of Resolution R-238-2025 providing for an irrevocable appropriation of funds ACTION
- i. Approval of Resolution R-239-2025 Approving Special Event Permit for the Space Race Disc Golf Tournament at Harder Park ACTION

8. PUBLIC HEARINGS

9. STAFF REPORTS

- a. Consider approval of Resolution # R-244-2025 authorizing the feasibility study for NW Old Town Street and Utility project ACTION
- b. Consider approval of Resolution R-237-2025 authorization low bid for water tower #3 reconditioning service proposal for 2026 ACTION
- c. Finance Update INFO
- d. Consider approval of job description for Director of Public Works and Utilities ACTION
- e. Consider Resolution R-240-2025 to deny a variance request from design standards at 39777 Flink Avenue ACTION
- f. Consider Resolution R-243-2025 to deny Ordinance 399-25 to allow outdoor storage as a conditional use within the (B) Business District ACTION
- g. Consider Resolution R-241-2025 for a Conditional Use Permit for Outdoor Storage at 39777 Flink Ave ACTION

10. MAYOR/CITY COUNCIL

- a. Advisory Committee member updates - Public Safety, Personnel, Public Works, Finance, Liquor Store VERBAL UPDATE

11. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided to the City Council on each Agenda item in advance from Staff and appointed Commissions; and decisions are based on this information and past experiences. In addition some items may also have been discussed preliminarily at Council Work Sessions. If you are aware of information that has not been discussed, please raise your hand to be recognized. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 10/02/2025

Board & Commission: City Council

Subject: Life Saving Award Presentation

The Police Department has an Awards Policy that outlines specific standards used to measure and recognize outstanding achievement or conduct. Chief Meyer will be presenting the Life Saving Medal to Officer Adam Hanson in recognition of Officer Hanson's actions during an emergency situation that took place on August 30th, 2025.

Life Saving Medal: This award is presented to employees who displayed performance in his/her duty to save the life of a person who would have likely died if not for the actions of the officer. Employees who earn the Life Saving Medal will be presented with a plaque and a uniform bar that may be worn on the uniform.

Voting Requirements:

N/A

North Branch Fire Department
Patrick Heinen, Fire Chief

To Whom It May Concern,

It is my great honor to nominate Training Captain Bobby Morelli for the distinguished Firefighter of the Year Award. As Fire Chief of the North Branch Fire Department, I've had the privilege of working alongside Bobby and witnessing firsthand the exceptional dedication, leadership, and integrity he brings to our department every single day.

Bobby joined the North Branch Fire Department in January of 2017. Since that time, he has grown into one of our most respected and relied-upon members, both as a firefighter and as a leader. Currently serving as our Training Captain, Bobby takes a hands-on, committed approach to preparing our team for every challenge we face.

He has an unmatched work ethic, demonstrated clearly by the fact that he has held the highest percentage of fire call responses in the department for the last three consecutive years. That level of consistency and commitment is rare—and it speaks volumes about his reliability and dedication to our mission and our community.

In his role as Training Captain, Bobby goes above and beyond to ensure our members are not only trained, but confident and capable. He leads by example, fosters a positive learning environment, and always makes time to support the growth of others. Whether leading department-wide training sessions or mentoring new recruits, his passion for this work is clear.

Bobby also stands out for his flexibility and problem-solving mindset. He steps into any role as needed, switches between duties without conflict, and brings thoughtful solutions to every situation. He is a natural leader who encourages communication, asks insightful questions, and is never afraid to challenge himself in pursuit of a better outcome.

He also serves as a trusted liaison between department leadership and members, advocating for others and maintaining open, respectful communication across the board. Most importantly, Bobby consistently puts his fellow firefighters first—always looking out for their safety, well-being, and success.

For all of these reasons and more, I am proud to nominate Training Captain Bobby Morelli for Firefighter of the Year. His unwavering dedication, humility, and leadership make him an asset not only to our department but to the fire service as a whole.

Sincerely,
Patrick Heinen
Fire Chief
North Branch Fire Department



Prepared By:

Presenter:

Date: 10/08/2025

Board & Commission: City Council

Subject: A Proclamation Declaring October as Manufacturing Month

To honor the area manufacturers, the mayor makes the following proclamation.

Voting Requirements:

Voting Options Simple Majority



A PROCLAMATION DECLARING OCTOBER AS MANUFACTURING MONTH

WHEREAS, manufacturing is a dynamic and robust industry that is crucial to the health and sustainability of City of North Branch, Chisago County and the State of Minnesota’s diverse economy and is essential to the strength of our community; and,

WHEREAS, manufacturing provides high skill, high wage jobs which significantly contribute

WHEREAS, manufacturing in Minnesota added \$56 billion to State’s economy in 2024, representing the second largest contribution to the State’s gross domestic product; and,

WHEREAS, manufacturers across Minnesota have provide more than 300,000 highly-skilled, well-paying jobs; and,

WHEREAS, the State projects Minnesota manufacturers will fill more than 75,000 job openings for production occupations through 2030 as older workers retire; and,

WHEREAS, Manufacturing Month is an incredible opportunity to recognize and thank our amazing North Branch manufacturing businesses; and,

NOW THEREFORE, I, KEVIN SCHIEBER, MAYOR OF THE CITY OF NORTH BRANCH, do hereby proclaim the month of October 2025 as **MANUFACTURING MONTH** in the City of North Branch.

Dated this _____ **day of** _____, _____

Mayor _____



Prepared By: Sharon Wright, Finance Director

Presenter:

Date: 07/31/2025

Board & Commission: City Council

Subject: Claims

Claims Summary

Voting Requirements:

Voting Options Simple Majority

City of North Branch

ACH Checks

5939 to 5956 - \$678,086.48

Checks

92231 to 92362 - \$927,277.36

Payroll

09/26/2025 - \$113,083.99

10/10/2025 - \$118,478.58

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 10/9/2025 4:09 PM



NORTH BRANCH

Check No	Vendor No	Vendor Name	Check Date	Check Amount
5939	1118	Commissioner Of Revenue (W/H)	09/19/2025	307.01
5940	1362	MINNESOTA REVENUE	09/19/2025	40,161.00
5941	1365	Minnesota Energy Resources	09/17/2025	621.18
5942	2146	Bremer Bank	06/24/2025	178.05
5943	1592	US Postal Service	09/26/2025	1,205.83
5944	2170	Pathpoint Merchant Services LLC	08/04/2025	2,322.63
5945	2146	Bremer Bank	07/22/2025	91.09
5946	2146	Bremer Bank	09/23/2025	73.18
5947	2107	US BANK - CREDIT CARDS	09/07/2025	45,068.23
5948	1397	MN PFA	08/14/2025	514,627.93
5949	1886	US Bank - Bond Pymts	09/24/2025	32,937.00
5950	1585	United States Treasury	09/26/2025	24,505.43
5951	1118	Commissioner Of Revenue (W/H)	09/26/2025	7,696.06
5952	1372	Minnesota State Retirement	09/26/2025	2,217.48
5953	1362	MINNESOTA REVENUE	10/02/2025	2,775.00
5954	2096	Xpress Solutions Inc	10/07/2025	2,541.49
5955	1424	N.B. Fire Relief Association	09/30/2025	676.50
5956	1372	Minnesota State Retirement	10/07/2025	81.39
Report Total (18 checks):				678,086.48

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 09/26/2025 - 2:34PM
Batch: 00007.09.2025 - 09262025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1646 0926 AMER	Ameritas PAYROLL WITHHOLDING 9-26-2025	90.00	09/26/2025	Check Sequence: 1 101-00000-21705	ACH Enabled: False
	Check Total:	90.00			
Vendor: 1921 R232-2025	Bituminous Roadways, Inc. PAY REQUEST #2 2025 PAV IMP PROJ	156,047.11	09/26/2025	Check Sequence: 2 101-43000-50482	ACH Enabled: False
	Check Total:	156,047.11			
Vendor: UB*00073	JENN BOLAN			Check Sequence: 3	ACH Enabled: False
	Refund Check 005127-000, 7724 385TH ST	5.26	09/26/2025	612-00000-20200	
	Refund Check 005127-000, 7724 385TH ST	0.18	09/26/2025	615-00000-20200	
	Refund Check 005127-000, 7724 385TH ST	0.69	09/26/2025	615-00000-20200	
	Refund Check 005127-000, 7724 385TH ST	0.04	09/26/2025	615-00000-20200	
	Refund Check 005127-000, 7724 385TH ST	16.88	09/26/2025	615-00000-20200	
	Refund Check 005127-000, 7724 385TH ST	12.24	09/26/2025	602-00000-20200	
	Refund Check 005127-000, 7724 385TH ST	0.28	09/26/2025	602-00000-20200	
	Check Total:	35.57			
Vendor: UB*00070	BONNIE BURNS			Check Sequence: 4	ACH Enabled: False
	Refund Check 007034-000, 8220 383RD ST	10.39	09/26/2025	612-00000-20200	
	Refund Check 007034-000, 8220 383RD ST	33.35	09/26/2025	615-00000-20200	
	Refund Check 007034-000, 8220 383RD ST	22.18	09/26/2025	615-00000-20200	
	Refund Check 007034-000, 8220 383RD ST	7.21	09/26/2025	615-00000-20200	
	Refund Check 007034-000, 8220 383RD ST	1.35	09/26/2025	615-00000-20200	
	Refund Check 007034-000, 8220 383RD ST	34.23	09/26/2025	602-00000-20200	
	Refund Check 007034-000, 8220 383RD ST	24.17	09/26/2025	602-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	132.88			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 5	ACH Enabled: False
3174810	BEER	960.20	09/26/2025	609-48000-50252	
3174810	N/A SALES	44.00	09/26/2025	609-48000-50250	
	Check Total:	1,004.20			
Vendor: UB*00072	CASSELBERRY DEVELOPMENT LLC			Check Sequence: 6	ACH Enabled: False
	Refund Check 013243-000, 7238 HAWTHORN	49.95	09/26/2025	602-00000-20200	
	Refund Check 013243-000, 7238 HAWTHORN	68.89	09/26/2025	615-00000-20200	
	Refund Check 013243-000, 7238 HAWTHORN	2.79	09/26/2025	615-00000-20200	
	Refund Check 013243-000, 7238 HAWTHORN	21.46	09/26/2025	612-00000-20200	
	Check Total:	143.09			
Vendor: UB*00071	TAYLOR DRAHOTA			Check Sequence: 7	ACH Enabled: False
	Refund Check 012935-000, 6071 RED FOX RU	33.56	09/26/2025	615-00000-20200	
	Refund Check 012935-000, 6071 RED FOX RU	10.46	09/26/2025	612-00000-20200	
	Refund Check 012935-000, 6071 RED FOX RU	24.34	09/26/2025	602-00000-20200	
	Refund Check 012935-000, 6071 RED FOX RU	14.27	09/26/2025	602-00000-20200	
	Refund Check 012935-000, 6071 RED FOX RU	1.36	09/26/2025	615-00000-20200	
	Refund Check 012935-000, 6071 RED FOX RU	9.25	09/26/2025	615-00000-20200	
	Check Total:	93.24			
Vendor: UB*00068	MICHELLE EARL			Check Sequence: 8	ACH Enabled: False
	Refund Check 012290-000, 6598 OAK ST	31.11	09/26/2025	602-00000-20200	
	Refund Check 012290-000, 6598 OAK ST	65.67	09/26/2025	615-00000-20200	
	Refund Check 012290-000, 6598 OAK ST	13.35	09/26/2025	612-00000-20200	
	Refund Check 012290-000, 6598 OAK ST	42.90	09/26/2025	615-00000-20200	
	Refund Check 012290-000, 6598 OAK ST	101.39	09/26/2025	602-00000-20200	
	Refund Check 012290-000, 6598 OAK ST	1.75	09/26/2025	615-00000-20200	
	Check Total:	256.17			
Vendor: UB*00078	ANDREW EGLE & KENNEDY HOYT			Check Sequence: 9	ACH Enabled: False
	Refund Check 006510-000, 40224 GOLDEN W.	18.67	09/26/2025	612-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 006510-000, 40224 GOLDEN W.	43.45	09/26/2025	602-00000-20200	
	Refund Check 006510-000, 40224 GOLDEN W.	0.96	09/26/2025	615-00000-20200	
	Refund Check 006510-000, 40224 GOLDEN W.	59.93	09/26/2025	615-00000-20200	
	Refund Check 006510-000, 40224 GOLDEN W.	2.42	09/26/2025	615-00000-20200	
	Refund Check 006510-000, 40224 GOLDEN W.	1.46	09/26/2025	602-00000-20200	
	Check Total:	126.89			
Vendor: UB*00080	LUIS HERNANDEZ			Check Sequence: 10	ACH Enabled: False
	Refund Check 006301-000, 38946 5TH AVE	9.81	09/26/2025	612-00000-20200	
	Refund Check 006301-000, 38946 5TH AVE	0.26	09/26/2025	615-00000-20200	
	Refund Check 006301-000, 38946 5TH AVE	31.49	09/26/2025	615-00000-20200	
	Refund Check 006301-000, 38946 5TH AVE	6.38	09/26/2025	615-00000-20200	
	Refund Check 006301-000, 38946 5TH AVE	22.84	09/26/2025	602-00000-20200	
	Refund Check 006301-000, 38946 5TH AVE	9.86	09/26/2025	602-00000-20200	
	Refund Check 006301-000, 38946 5TH AVE	1.28	09/26/2025	615-00000-20200	
	Check Total:	81.92			
Vendor: UB*00083	HOMEPRIDE 401K TRUST			Check Sequence: 11	ACH Enabled: False
	Refund Check 013055-000, 6640 MAPLE ST	0.50	09/26/2025	615-00000-20200	
	Refund Check 013055-000, 6640 MAPLE ST	0.70	09/26/2025	615-00000-20200	
	Refund Check 013055-000, 6640 MAPLE ST	9.07	09/26/2025	602-00000-20200	
	Refund Check 013055-000, 6640 MAPLE ST	3.90	09/26/2025	612-00000-20200	
	Refund Check 013055-000, 6640 MAPLE ST	1.08	09/26/2025	602-00000-20200	
	Refund Check 013055-000, 6640 MAPLE ST	12.51	09/26/2025	615-00000-20200	
	Check Total:	27.76			
Vendor: UB*00082	DONNY HUBERTY			Check Sequence: 12	ACH Enabled: False
	Refund Check 012681-000, 6393 377TH ST	3.51	09/26/2025	612-00000-20200	
	Refund Check 012681-000, 6393 377TH ST	21.44	09/26/2025	602-00000-20200	
	Refund Check 012681-000, 6393 377TH ST	0.46	09/26/2025	615-00000-20200	
	Refund Check 012681-000, 6393 377TH ST	11.26	09/26/2025	615-00000-20200	
	Refund Check 012681-000, 6393 377TH ST	8.17	09/26/2025	602-00000-20200	
	Refund Check 012681-000, 6393 377TH ST	13.89	09/26/2025	615-00000-20200	
	Refund Check 012681-000, 6393 377TH ST	0.64	09/26/2025	615-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	59.37			
Vendor: 1269	IUOE Local 49 Fringe Benefit			Check Sequence: 13	ACH Enabled: False
FOR NOV 2025	49ERS HEALTH FOR NOV 2025	23,475.00	09/26/2025	101-00000-21706	
	Check Total:	23,475.00			
Vendor: UB*00085	AMANDA KILTON			Check Sequence: 14	ACH Enabled: False
	Refund Check 011402-000, 38606 GLACIER D	47.83	09/26/2025	602-00000-20200	
	Refund Check 011402-000, 38606 GLACIER D	0.41	09/26/2025	615-00000-20200	
	Refund Check 011402-000, 38606 GLACIER D	30.99	09/26/2025	615-00000-20200	
	Refund Check 011402-000, 38606 GLACIER D	10.09	09/26/2025	615-00000-20200	
	Refund Check 011402-000, 38606 GLACIER D	3.14	09/26/2025	612-00000-20200	
	Refund Check 011402-000, 38606 GLACIER D	7.32	09/26/2025	602-00000-20200	
	Refund Check 011402-000, 38606 GLACIER D	0.31	09/26/2025	615-00000-20200	
	Check Total:	100.09			
Vendor: UB*00084	VANESSA KOSHAK			Check Sequence: 15	ACH Enabled: False
	Refund Check 006513-000, 38760 MAPLE CT	29.77	09/26/2025	602-00000-20200	
	Refund Check 006513-000, 38760 MAPLE CT	14.14	09/26/2025	615-00000-20200	
	Refund Check 006513-000, 38760 MAPLE CT	21.81	09/26/2025	602-00000-20200	
	Refund Check 006513-000, 38760 MAPLE CT	12.79	09/26/2025	612-00000-20200	
	Refund Check 006513-000, 38760 MAPLE CT	1.67	09/26/2025	615-00000-20200	
	Refund Check 006513-000, 38760 MAPLE CT	41.06	09/26/2025	615-00000-20200	
	Check Total:	121.24			
Vendor: 1176	M Health Fairview			Check Sequence: 16	ACH Enabled: False
15008652492	FIN DEPT MEDICAL EXAM NEW HIRE	116.00	09/26/2025	101-41500-50300	
	Check Total:	116.00			
Vendor: 1362	MINNESOTA REVENUE			Check Sequence: 17	ACH Enabled: False
L0638199136	REVENUE RECAPTURE PAYMENT	163.26	09/26/2025	615-49550-50430	
	Check Total:	163.26			
Vendor: 1391	MN Dept Of Public Safety-DVS-Renewal			Check Sequence: 18	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
HPD399	MN REG RENEW 2016 FORD	15.25	09/26/2025	101-42110-50236	
	Check Total:	15.25			
Vendor: UB*00086	SARAH NICKOLAUSON			Check Sequence: 19	ACH Enabled: False
	Refund Check 012907-000, 38474 COVENTRY	21.26	09/26/2025	602-00000-20200	
	Check Total:	21.26			
Vendor: UB*00074	JEFFERY NORDQUIST			Check Sequence: 20	ACH Enabled: False
	Refund Check 005653-000, 38391 HUNTERS F	0.46	09/26/2025	615-00000-20200	
	Refund Check 005653-000, 38391 HUNTERS F	4.84	09/26/2025	612-00000-20200	
	Refund Check 005653-000, 38391 HUNTERS F	11.27	09/26/2025	602-00000-20200	
	Refund Check 005653-000, 38391 HUNTERS F	0.63	09/26/2025	615-00000-20200	
	Refund Check 005653-000, 38391 HUNTERS F	15.55	09/26/2025	615-00000-20200	
	Refund Check 005653-000, 38391 HUNTERS F	0.71	09/26/2025	602-00000-20200	
	Check Total:	33.46			
Vendor: UB*00081	ALAN & DONNA OSTLUND			Check Sequence: 21	ACH Enabled: False
	Refund Check 006095-000, 38839 MAPLE CT	49.90	09/26/2025	615-00000-20200	
	Refund Check 006095-000, 38839 MAPLE CT	40.86	09/26/2025	615-00000-20200	
	Refund Check 006095-000, 38839 MAPLE CT	2.02	09/26/2025	615-00000-20200	
	Refund Check 006095-000, 38839 MAPLE CT	63.07	09/26/2025	602-00000-20200	
	Refund Check 006095-000, 38839 MAPLE CT	15.54	09/26/2025	612-00000-20200	
	Refund Check 006095-000, 38839 MAPLE CT	36.16	09/26/2025	602-00000-20200	
	Check Total:	207.55			
Vendor: UB*00069	PROGRESSIVE LIVING SOLUTIONS			Check Sequence: 22	ACH Enabled: False
	Refund Check 008347-000, 6617 378TH ST	15.96	09/26/2025	602-00000-20200	
	Refund Check 008347-000, 6617 378TH ST	6.86	09/26/2025	612-00000-20200	
	Refund Check 008347-000, 6617 378TH ST	2.44	09/26/2025	615-00000-20200	
	Refund Check 008347-000, 6617 378TH ST	116.87	09/26/2025	615-00000-20200	
	Refund Check 008347-000, 6617 378TH ST	3.78	09/26/2025	602-00000-20200	
	Refund Check 008347-000, 6617 378TH ST	0.89	09/26/2025	615-00000-20200	
	Refund Check 008347-000, 6617 378TH ST	22.01	09/26/2025	615-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	168.81			
Vendor: UB*00087	ANNITA QUIGLEY			Check Sequence: 23	ACH Enabled: False
	Refund Check 006747-000, 6027 399TH ST	2.13	09/26/2025	615-00000-20200	
	Refund Check 006747-000, 6027 399TH ST	1.67	09/26/2025	602-00000-20200	
	Check Total:	3.80			
Vendor: UB*00077	ANDREW REYES			Check Sequence: 24	ACH Enabled: False
	Refund Check 006539-000, 38609 BRANCH A	119.71	09/26/2025	602-00000-20200	
	Check Total:	119.71			
Vendor: UB*00067	COURTNEY SCHROEDER			Check Sequence: 25	ACH Enabled: False
	Refund Check 005327-000, 38006 HARVESTE	146.68	09/26/2025	615-00000-20200	
	Refund Check 005327-000, 38006 HARVESTE	46.58	09/26/2025	615-00000-20200	
	Refund Check 005327-000, 38006 HARVESTE	71.91	09/26/2025	602-00000-20200	
	Refund Check 005327-000, 38006 HARVESTE	20.30	09/26/2025	612-00000-20200	
	Refund Check 005327-000, 38006 HARVESTE	47.26	09/26/2025	602-00000-20200	
	Refund Check 005327-000, 38006 HARVESTE	65.18	09/26/2025	615-00000-20200	
	Refund Check 005327-000, 38006 HARVESTE	2.64	09/26/2025	615-00000-20200	
	Check Total:	400.55			
Vendor: UB*00076	SHEAR PERFECTIONS SALON			Check Sequence: 26	ACH Enabled: False
	Refund Check 005627-000, 6369 MAIN ST	17.75	09/26/2025	615-00000-20200	
	Refund Check 005627-000, 6369 MAIN ST	12.24	09/26/2025	602-00000-20200	
	Refund Check 005627-000, 6369 MAIN ST	16.90	09/26/2025	615-00000-20200	
	Refund Check 005627-000, 6369 MAIN ST	5.26	09/26/2025	612-00000-20200	
	Refund Check 005627-000, 6369 MAIN ST	27.39	09/26/2025	602-00000-20200	
	Refund Check 005627-000, 6369 MAIN ST	2.56	09/26/2025	615-00000-20200	
	Refund Check 005627-000, 6369 MAIN ST	0.68	09/26/2025	615-00000-20200	
	Check Total:	82.78			
Vendor: UB*00088	TERRY & MARTHA SMITH			Check Sequence: 27	ACH Enabled: False
	Refund Check 009048-000, 38648 HOLM AVE	0.40	09/26/2025	602-00000-20200	
	Refund Check 009048-000, 38648 HOLM AVE	0.55	09/26/2025	615-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 009048-000, 38648 HOLM AVE	0.17	09/26/2025	612-00000-20200	
	Refund Check 009048-000, 38648 HOLM AVE	0.02	09/26/2025	615-00000-20200	
	Check Total:	1.14			
Vendor: UB*00075	SUSAN SPINDLER			Check Sequence: 28	ACH Enabled: False
	Refund Check 006411-000, 4772 381ST TRL	113.49	09/26/2025	615-00000-20200	
	Refund Check 006411-000, 4772 381ST TRL	10.12	09/26/2025	612-00000-20200	
	Refund Check 006411-000, 4772 381ST TRL	1.32	09/26/2025	615-00000-20200	
	Refund Check 006411-000, 4772 381ST TRL	23.55	09/26/2025	602-00000-20200	
	Refund Check 006411-000, 4772 381ST TRL	11.47	09/26/2025	602-00000-20200	
	Refund Check 006411-000, 4772 381ST TRL	32.49	09/26/2025	615-00000-20200	
	Refund Check 006411-000, 4772 381ST TRL	7.42	09/26/2025	615-00000-20200	
	Check Total:	199.86			
Vendor: 2237	STANDARD INSURANCE COMPANY - RC			Check Sequence: 29	ACH Enabled: False
EE OCT 2025	EE VOL LIFE OCT 2025	499.15	09/26/2025	101-00000-21714	
EE OCT 2025	EE LTD OCT 2025	1,045.24	09/26/2025	101-00000-21715	
ER OCT 2025	ER BASIC LIFE OCT 2025	197.25	09/26/2025	101-00000-21714	
ER OCT 2025	ER STD OCT 2025	752.52	09/26/2025	101-00000-21715	
	Check Total:	2,494.16			
Vendor: UB*00079	KAREN TYSON			Check Sequence: 30	ACH Enabled: False
	Refund Check 012852-000, 6735 378TH ST	3.70	09/26/2025	602-00000-20200	
	Refund Check 012852-000, 6735 378TH ST	0.08	09/26/2025	615-00000-20200	
	Refund Check 012852-000, 6735 378TH ST	83.53	09/26/2025	615-00000-20200	
	Refund Check 012852-000, 6735 378TH ST	3.38	09/26/2025	615-00000-20200	
	Refund Check 012852-000, 6735 378TH ST	60.56	09/26/2025	602-00000-20200	
	Refund Check 012852-000, 6735 378TH ST	2.41	09/26/2025	615-00000-20200	
	Refund Check 012852-000, 6735 378TH ST	26.02	09/26/2025	612-00000-20200	
	Check Total:	179.68			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	186,001.80			
	Total of Number of Checks:	30			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 10/03/2025 - 10:18AM
Batch: 00001.10.2025 - 10032025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1096	Chisago County			Check Sequence: 1	ACH Enabled: False
R-229-2025	PAY REQUEST #5 CSAH SRTS PROJ -DEVEL	46,199.56	10/03/2025	101-43000-50482	
R-229-2025	PAY REQUEST #5 CSAH SRTS PROJ -RAB SI	163,798.42	10/03/2025	101-43000-50482	
R-229-2025	PAY REQUEST #5 CSAH SRTS PROJ -SRTS	44,415.68	10/03/2025	486-46500-50506	
R-229-2025	PAY REQUEST #5 CSAH SRTS PROJ -CITY	130,663.33	10/03/2025	101-43000-50482	
	Check Total:	385,076.99			
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 2	ACH Enabled: False
092521135	ADVERTISING	140.00	10/03/2025	609-49750-50340	
	Check Total:	140.00			
Vendor: 1302	Law Enforcement Labor Services			Check Sequence: 3	ACH Enabled: False
FOR OCT 2025	PD UNION DUES OCT 2025	803.00	10/03/2025	101-00000-21708	
	Check Total:	803.00			
Vendor: 1404	MN TEAMSTERS #320			Check Sequence: 4	ACH Enabled: False
FOR OCT 2025	UNION DUES	1,545.00	10/03/2025	101-00000-21708	
	Check Total:	1,545.00			
Vendor: 1468	PERA (Payroll W/H)			Check Sequence: 5	ACH Enabled: False
PERA ID: 6616-0	PERA CORRECTION	2,168.45	10/03/2025	101-00000-21704	
	Check Total:	2,168.45			
Vendor: 2298	REDISKE, REED			Check Sequence: 6	ACH Enabled: False
9/24 TO 9/26	HOTEL GFOA 9/24 TO 9/26/2025	281.02	10/03/2025	101-41500-50331	
9/24 TO 9/26	MILEAGE GFOA 9/24 TO 9/26/2025	205.80	10/03/2025	101-41500-50331	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1904 9/24 TO 9/26	Check Total:	486.82			
	Sharon Wright			Check Sequence: 7	ACH Enabled: False
	MILEAGE GFOA 9/24 TO 9/26/2025	198.80	10/03/2025	101-41500-50331	
	Check Total:	198.80			
	Total for Check Run:	390,419.06			
	Total of Number of Checks:	7			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 10/09/2025 - 3:57PM
Batch: 00002.10.2025 - 10092025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1005	ACE SOLID WASTE			Check Sequence: 1	ACH Enabled: False
12419702T067	PUBLIC WORKS TRASH SERVICE OCT	335.64	10/09/2025	101-43000-50387	
12419702T067	WATER TRASH SERVICE OCT	128.79	10/09/2025	615-49550-50387	
12419702T067	LIQUOR STORE TRASH SERVICE OCT	155.25	10/09/2025	609-49750-50387	
12419702T067	FIRE DEPT TRASH SERVICE OCT	69.43	10/09/2025	101-42280-50387	
12419702T067	CITY HALL TRASH SERVICE OCT	244.22	10/09/2025	101-41940-50387	
12419702T067	WASTEWATER TRASH SERVICE OCT	261.52	10/09/2025	602-49450-50387	
12419702T067	LIBRARY TRASH SERVICE OCT	111.22	10/09/2025	101-45500-50387	
12419702T067	WATER TRASH SERVICE OCT	63.36	10/09/2025	615-49550-50387	
	Check Total:	1,369.43			
Vendor: 1008	Agvise Laboratories, Inc.			Check Sequence: 2	ACH Enabled: False
54795	TESTING SERVICES	139.35	10/09/2025	602-49450-50315	
	Check Total:	139.35			
Vendor: 2140	ALERT 360 OPCO, INC.			Check Sequence: 3	ACH Enabled: False
16621067	PROFESSIONAL SRVS	56.16	10/09/2025	609-49750-50300	
16621068	PROFESSIONAL SRVS	70.45	10/09/2025	609-48000-50300	
	Check Total:	126.61			
Vendor: 1662	AMAZON CAPITAL SERVICES			Check Sequence: 4	ACH Enabled: False
1C6K-6GCK-63Y6	BADGE REELS & HOLDERS	45.68	10/09/2025	101-41940-50210	
1DKW-39FT-7HHJ	Mouse and USB Slim DVD RW Drive	47.97	10/09/2025	101-41420-50210	
1FDM-LJYY-9Q6N	CAMERA BATTERY/CHARGER	23.74	10/09/2025	101-41420-50210	
1GXY-4KHW-7YMX	BULLETIN BOARD	93.11	10/09/2025	101-41940-50210	
1P3K-99MP-7P9V	Badge Reel	5.69	10/09/2025	101-41940-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1TWC-PC3G-9G1D	Rechargeable Battery For DELL	59.99	10/09/2025	101-41940-50210	
	Check Total:	276.18			
Vendor: 1646	Ameritas			Check Sequence: 5	ACH Enabled: False
1010 AMER	10/10/2025 PR WH	90.00	10/09/2025	101-00000-21705	
	Check Total:	90.00			
Vendor: 1029	Artisan Beer Company			Check Sequence: 6	ACH Enabled: False
3801878	BEER	169.30	10/09/2025	609-48000-50252	
430104	BEER CREDIT	-115.00	10/09/2025	609-48000-50252	
	Check Total:	54.30			
Vendor: 1031	Aspen Mills			Check Sequence: 7	ACH Enabled: False
361776	NAME TAG -DN	10.85	10/09/2025	101-42280-50237	
	Check Total:	10.85			
Vendor: 1036	AT & T MOBILITY			Check Sequence: 8	ACH Enabled: False
287294264933X10	PUBLIC SAFETY MOBILE PHONES	2,058.39	10/09/2025	101-41420-50321	
287294265529X10	CITY OF NB MOBILE PHONES	1,323.37	10/09/2025	101-41420-50321	
	Check Total:	3,381.76			
Vendor: 1047	BCA			Check Sequence: 9	ACH Enabled: False
892289	CJDN Access Fee	600.00	10/09/2025	101-42110-50300	
	Check Total:	600.00			
Vendor: 2207	BEAUDRY OIL & SERVICE, INC			Check Sequence: 10	ACH Enabled: False
3064987	DIESEL	1,085.66	10/09/2025	101-43000-50212	
3064987	DIESEL	1,085.68	10/09/2025	612-49700-50212	
3064987	DIESEL	1,085.66	10/09/2025	101-45000-50212	
	Check Total:	3,257.00			
Vendor: 1049	BELLBOY CORPORATION			Check Sequence: 11	ACH Enabled: False
0110304700	LIQUOR	16.50	10/09/2025	609-49750-50251	
0110304700	OPERATING SUPPLIES	65.37	10/09/2025	609-49750-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0110359100	OPERATING SUPPLIES	181.49	10/09/2025	609-49750-50210	
0110359100	LIQUOR	144.00	10/09/2025	609-49750-50251	
0208996800	LIQUOR	1,756.10	10/09/2025	609-49750-50251	
0208997100	LIQUOR	533.25	10/09/2025	609-48000-50251	
0209143900	LIQUOR	442.65	10/09/2025	609-48000-50251	
0209149000	LIQUOR	2,317.00	10/09/2025	609-49750-50251	
0209173300	LIQUOR CREDIT	-347.00	10/09/2025	609-49750-50251	
0209229800	LIQUOR CREDIT	-287.00	10/09/2025	609-49750-50251	
0209229900	LIQUOR	255.60	10/09/2025	609-49750-50251	
0300309900	THC	429.90	10/09/2025	609-48000-50254	
0300356900	THC	171.30	10/09/2025	609-49750-50254	
0300357000	THC	171.30	10/09/2025	609-48000-50254	
	Check Total:	5,850.46			
Vendor: 1052	BERNICKS			Check Sequence: 12	ACH Enabled: False
10405240	BEER	3,228.70	10/09/2025	609-49750-50252	
10405240	N/A SALES	102.40	10/09/2025	609-49750-50250	
10405245	BEER	1,281.55	10/09/2025	609-48000-50252	
10407752	N/A SALES	29.00	10/09/2025	609-48000-50250	
10407752	BEER	1,593.75	10/09/2025	609-48000-50252	
10407758	THC	69.00	10/09/2025	609-49750-50254	
10407759	LIQUOR	66.50	10/09/2025	609-49750-50251	
10407759	N/A SALES	159.50	10/09/2025	609-49750-50250	
10407759	BEER	4,296.90	10/09/2025	609-49750-50252	
10407760	BEER CREDIT	-19.99	10/09/2025	609-49750-50252	
10410607	BEER	1,482.60	10/09/2025	609-48000-50252	
10410612	N/A SALES	65.70	10/09/2025	609-49750-50250	
10410612	BEER	2,765.40	10/09/2025	609-49750-50252	
10410613	N/A SALES	20.00	10/09/2025	609-49750-50250	
10410614	BEER CREDIT	-174.76	10/09/2025	609-49750-50252	
4367140	BEER CREDIT	-1.37	10/09/2025	609-48000-50252	
	Check Total:	14,964.88			
Vendor: 1066	Breakthru Beverage MN			Check Sequence: 13	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
123381383	LIQUOR	975.80	10/09/2025	609-48000-50251	
123381669	LIQUOR	1,980.35	10/09/2025	609-49750-50251	
123490265	LIQUOR	1,952.20	10/09/2025	609-49750-50251	
123600522	LIQUOR	1,050.33	10/09/2025	609-48000-50251	
123600712	LIQUOR	5,342.80	10/09/2025	609-49750-50251	
123600713	N/A SALES	153.49	10/09/2025	609-49750-50250	
413970910	BEER CREDIT	-313.50	10/09/2025	609-49750-50252	
	Check Total:	11,141.47			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 14	ACH Enabled: False
3188470	N/A SALES	78.00	10/09/2025	609-49750-50250	
3188470	BEER	1,021.80	10/09/2025	609-49750-50252	
3188470	LIQUOR	450.00	10/09/2025	609-49750-50251	
3196152	BEER	1,500.00	10/09/2025	609-49750-50252	
	Check Total:	3,049.80			
Vendor: 1905	Cemstone Products Co., Inc.			Check Sequence: 15	ACH Enabled: False
7909611	HARDER PARK DISC GOLF	3,571.00	10/09/2025	403-46500-50506	
	Check Total:	3,571.00			
Vendor: 1092	CENTRAL PENSION FUND			Check Sequence: 16	ACH Enabled: False
FOR SEPT 2025	CENTRAL PENSION FUND SEPT 2025	5,201.99	10/09/2025	101-00000-21705	
	Check Total:	5,201.99			
Vendor: 2209	Wendy Chelberg			Check Sequence: 17	ACH Enabled: False
Q3 PTOS ATT	Q3 PTOS COMMISSION ATTENDANCE	75.00	10/09/2025	101-41110-50331	
	Check Total:	75.00			
Vendor: 1103	Chisago County Recorder			Check Sequence: 18	ACH Enabled: False
202500000174	Document#: A 686846	46.00	10/09/2025	101-00000-34950	
	Check Total:	46.00			
Vendor: 2124	Steve Cich			Check Sequence: 19	ACH Enabled: False
Q3 PC ATT	Q3 PLANNING COMM ATT	100.00	10/09/2025	101-41110-50331	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		100.00			
Vendor: 1109	CINTAS			Check Sequence: 20	ACH Enabled: False
4243670121	WASTEWATER MATS	22.07	10/09/2025	602-49450-50300	
4243670121	WASTEWATER UNIFORMS	29.98	10/09/2025	602-49450-50210	
4243670291	PARKS UNIFORMS	7.71	10/09/2025	101-45000-50237	
4243670291	WATER UNIFORMS	16.59	10/09/2025	615-49550-50237	
4243670291	PW UNIFORMS	160.53	10/09/2025	101-43000-50237	
4243670291	SHOP MATS/TOWELS	28.28	10/09/2025	101-43000-50300	
4243670291	GENERATION UNIFORMS	8.04	10/09/2025	620-49600-50237	
4243682971	CITY HALL FLOOR MATS/RUGS	52.00	10/09/2025	101-41940-50300	
4243683014	LIBRARY FLOOR MATS/RUGS	26.60	10/09/2025	101-45500-50300	
4243683023	FIRE HALL MATS/RUGS	14.03	10/09/2025	101-42280-50300	
4243683134	LIQUOR STORE MATS/RUGS	49.93	10/09/2025	609-49750-50300	
4243683191	LIQUOR STORE MATS/RUGS	47.19	10/09/2025	609-48000-50300	
4243683283	WATER MATS/RUGS	4.80	10/09/2025	615-49550-50300	
4244441980	SHOP TOWELS	10.55	10/09/2025	101-43000-50300	
4244441980	GENERATION UNIFORMS	8.04	10/09/2025	620-49600-50237	
4244441980	WATER UNIFORMS	16.59	10/09/2025	615-49550-50237	
4244441980	PW UNIFORMS	98.39	10/09/2025	101-43000-50237	
4244441980	PARKS UNIFORMS	7.71	10/09/2025	101-45000-50237	
4244442002	MOPS	1.99	10/09/2025	602-49450-50300	
4244442002	WASTEWATER UNIFORMS	30.01	10/09/2025	602-49450-50237	
4245186039	WASTEWATER UNIFORMS	30.01	10/09/2025	602-49450-50237	
4245186107	WATER UNIFORMS	16.59	10/09/2025	615-49550-50237	
4245186107	PARKS UNIFORMS	7.71	10/09/2025	101-45000-50237	
4245186107	SHOP TOWELS	10.55	10/09/2025	101-43000-50300	
4245186107	PW UNIFORMS	98.39	10/09/2025	101-43000-50237	
4245186107	GENERATION UNIFORMS	9.85	10/09/2025	620-49600-50237	
4245201636	LIQUOR STORE MATS/RUGS	49.93	10/09/2025	609-49750-50300	
4245201725	LIQUOR STORE MATS/RUGS	47.19	10/09/2025	609-48000-50300	
Check Total:		911.25			
Vendor: 1902	CIVICPLUS LLC			Check Sequence: 21	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
350873	SSL Management	80.02	10/09/2025	101-41420-50242	
	Check Total:	80.02			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 22	ACH Enabled: False
02-502741	N/A SALES	134.32	10/09/2025	609-48000-50250	
02-502744	N/A SALES	346.40	10/09/2025	609-49750-50250	
03-501645	N/A SALES	90.48	10/09/2025	609-48000-50250	
03-501648	N/A SALES	235.84	10/09/2025	609-49750-50250	
	Check Total:	807.04			
Vendor: 1129	DAHLHEIMER DISTRIBUTING			Check Sequence: 23	ACH Enabled: False
1836-00045	KEG DEPOSIT CREDIT	-30.00	10/09/2025	609-00000-11560	
2577076	N/A SALES	216.70	10/09/2025	609-49750-50250	
2577077	LIQUOR	992.60	10/09/2025	609-49750-50251	
2577078	THC	2,060.00	10/09/2025	609-49750-50254	
2577083	BEER	8,172.70	10/09/2025	609-49750-50252	
2577143	LIQUOR	141.00	10/09/2025	609-48000-50251	
2577163	BEER	3,772.50	10/09/2025	609-48000-50252	
2582998	THC	357.00	10/09/2025	609-49750-50254	
2582999	LIQUOR	282.00	10/09/2025	609-49750-50251	
2583000	N/A SALES	420.55	10/09/2025	609-49750-50250	
2583001	BEER	11,474.65	10/09/2025	609-49750-50252	
2583106	N/A SALES	28.25	10/09/2025	609-48000-50250	
2583107	THC	74.00	10/09/2025	609-48000-50254	
2583108	LIQUOR	105.20	10/09/2025	609-48000-50251	
2583109	BEER	4,783.85	10/09/2025	609-48000-50252	
2589076	LIQUOR	94.00	10/09/2025	609-49750-50251	
2589105	N/A SALES	59.25	10/09/2025	609-48000-50250	
2589106	THC	110.00	10/09/2025	609-48000-50254	
2589122	LIQUOR	152.20	10/09/2025	609-48000-50251	
2589123	BEER	2,741.75	10/09/2025	609-48000-50252	
2589181	THC	286.67	10/09/2025	609-49750-50254	
2589182	N/A SALES	111.53	10/09/2025	609-49750-50250	
2589183	BEER	9,130.75	10/09/2025	609-49750-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	45,537.15			
Vendor: 2132 94891	Data-Smart Computers, Inc. FIREWALL & FIRMWARE UPDATES	1,703.75	10/09/2025	Check Sequence: 24 101-41420-50300	ACH Enabled: False
	Check Total:	1,703.75			
Vendor: 2292 120	DEE'S MECHANICAL LLC Sewage Building Ventilation	3,975.00	10/09/2025	Check Sequence: 25 602-49450-50300	ACH Enabled: False
	Check Total:	3,975.00			
Vendor: 1133 10839470109 10839829054	Dell Marketing, L.P. Keyboard and Mouse Dell Pro Tower QCT1250	119.82 2,499.30	10/09/2025 10/09/2025	Check Sequence: 26 101-41420-50210 101-49990-50499	ACH Enabled: False
	Check Total:	2,619.12			
Vendor: 1143 4849206026 4849206027	Dr Pepper Snapple Group N/A SALES N/A SALES CREDIT	216.00 -7.50	10/09/2025 10/09/2025	Check Sequence: 27 609-49750-50250 609-49750-50250	ACH Enabled: False
	Check Total:	208.50			
Vendor: 1147 93132	East Central Energy - Braham ANNUAL FEE RENTAL PROPERTY	10.74	10/09/2025	Check Sequence: 28 101-49990-50368	ACH Enabled: False
	Check Total:	10.74			
Vendor: 2256 Q3 PC ATT	NATHAN EHALT 2025 Q3 PLANNING COMM ATT	100.00	10/09/2025	Check Sequence: 29 101-41110-50331	ACH Enabled: False
	Check Total:	100.00			
Vendor: 1152 102883 102951 102951 102951 102952	EHLERS GENERAL TIF SERVICES-AUG 2025 GO Refunding Bond, Series 2020A GO Refunding Bond, Series 2020A GO Refunding Bond, Series 2020A 2025 Continuing Disclosure Reporting	1,935.00 1,166.00 1,167.00 1,167.00 3,900.00	10/09/2025 10/09/2025 10/09/2025 10/09/2025 10/09/2025	Check Sequence: 30 201-46500-50300 612-49700-50620 398-47000-50620 322-47000-50620 101-41500-50301	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	9,335.00			
Vendor: 2283	ENGINEERED SILENCE LLC			Check Sequence: 31	ACH Enabled: False
2032	NON CAP EQUIPMENT TAX EXEMPT	-18.88	10/09/2025	101-42110-50201	
2032	NON CAP EQUIPMENT	399.89	10/09/2025	101-42110-50201	
	Check Total:	381.01			
Vendor: 1179	Fastenal Company			Check Sequence: 32	ACH Enabled: False
W4UZ8K72R3WY1	REFILL BOLTS	143.97	10/09/2025	101-43000-50404	
W4UZ8K72R3WY1	REFILL BOLTS	38.76	10/09/2025	101-43000-50226	
W4UZ8K72R3WY1	REFILL BOLTS	60.22	10/09/2025	101-43000-50210	
	Check Total:	242.95			
Vendor: 1216	Gopher State One-Call, Inc.			Check Sequence: 33	ACH Enabled: False
5090646	Billable Tickets 301	135.45	10/09/2025	612-49700-50300	
5090646	Billable Tickets 301	135.45	10/09/2025	615-49550-50300	
5090646	Billable Tickets 301	135.45	10/09/2025	602-49450-50300	
	Check Total:	406.35			
Vendor: 2243	Guardian Fleet Safety, LLC			Check Sequence: 34	ACH Enabled: False
303310	SIREN SPEAKER INSTALL	801.63	10/09/2025	701-70100-50550	
	Check Total:	801.63			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 35	ACH Enabled: False
7211076	Waste Plant Chemicals	6,862.44	10/09/2025	615-49550-50272	
7211077	Wastewater Disinfection Chemicals	5,360.66	10/09/2025	602-49450-50272	
	Check Total:	12,223.10			
Vendor: 1246	HOHENSTEINS, INC.			Check Sequence: 36	ACH Enabled: False
859527	BEER	133.00	10/09/2025	609-49750-50252	
863146	BEER	259.00	10/09/2025	609-49750-50252	
	Check Total:	392.00			
Vendor: 1249	Mitchell Holmes			Check Sequence: 37	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1127	WASHING MACHINE DISPENSER	254.11	10/09/2025	101-42280-50401	
1128	FOAM	1,932.46	10/09/2025	101-42280-50401	
	Check Total:	2,186.57			
Vendor: 1798	Interpretations, LLC			Check Sequence: 38	ACH Enabled: False
13824-24	PD INTERPRETATION SERVICES	320.00	10/09/2025	101-42110-50300	
	Check Total:	320.00			
Vendor: 1268	IUOE Local #49			Check Sequence: 39	ACH Enabled: False
OCT 2025	UNION DUES FOR OCT	490.00	10/09/2025	101-00000-21708	
	Check Total:	490.00			
Vendor: 1269	IUOE Local 49 Fringe Benefit			Check Sequence: 40	ACH Enabled: False
For Aug 2024	Payroll Correction from Aug 2024	3,392.50	10/09/2025	101-00000-21706	
	Check Total:	3,392.50			
Vendor: 1954	Dennis Johnson			Check Sequence: 41	ACH Enabled: False
Q3 EDA ATT	Q3 EDA COMMISSION ATTENDANCE	75.00	10/09/2025	101-41110-50331	
	Check Total:	75.00			
Vendor: 1279	JOHNSON BROTHERS LIQUOR CO			Check Sequence: 42	ACH Enabled: False
145316	WINE CREDIT	-39.20	10/09/2025	609-48000-50253	
145443	LIQUOR CREDIT	-79.00	10/09/2025	609-49750-50251	
146912	LIQUOR CREDIT	-54.00	10/09/2025	609-49750-50251	
147214	WINE CREDIT	-10.00	10/09/2025	609-48000-50253	
147215	LIQUOR CREDIT	-26.22	10/09/2025	609-49750-50251	
147216	LIQUOR CREDIT	-39.08	10/09/2025	609-49750-50251	
147217	WINE CREDIT	-3.33	10/09/2025	609-49750-50253	
147218	WINE CREDIT	-42.00	10/09/2025	609-48000-50253	
147219	LIQUOR CREDIT	-102.68	10/09/2025	609-48000-50251	
147220	LIQUOR CREDIT	-21.06	10/09/2025	609-48000-50251	
2882329	LIQUOR	688.13	10/09/2025	609-49750-50251	
2882330	LIQUOR	1,171.22	10/09/2025	609-49750-50251	
2882331	LIQUOR	390.68	10/09/2025	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2882332	LIQUOR	216.32	10/09/2025	609-49750-50251	
2882333	WINE	770.86	10/09/2025	609-49750-50253	
2882334	LIQUOR	695.91	10/09/2025	609-49750-50251	
2882335	WINE	58.84	10/09/2025	609-49750-50253	
2882336	LIQUOR	433.98	10/09/2025	609-48000-50251	
2882337	LIQUOR	288.84	10/09/2025	609-48000-50251	
2882338	WINE	179.68	10/09/2025	609-48000-50253	
2887650	LIQUOR	2,563.42	10/09/2025	609-49750-50251	
2887651	LIQUOR	279.20	10/09/2025	609-48000-50251	
2887652	LIQUOR	2,660.52	10/09/2025	609-49750-50251	
2887653	WINE	246.40	10/09/2025	609-49750-50253	
2887654	LIQUOR	337.68	10/09/2025	609-49750-50251	
2887655	LIQUOR	1,414.96	10/09/2025	609-48000-50251	
2887656	LIQUOR	1,658.02	10/09/2025	609-48000-50251	
2887657	WINE	46.89	10/09/2025	609-48000-50253	
2887658	LIQUOR	471.25	10/09/2025	609-48000-50251	
2893459	LIQUOR	923.19	10/09/2025	609-49750-50251	
2893460	LIQUOR	913.76	10/09/2025	609-49750-50251	
2893461	WINE	279.51	10/09/2025	609-49750-50253	
2893462	WINE	1,782.02	10/09/2025	609-49750-50253	
2893463	LIQUOR	423.39	10/09/2025	609-48000-50251	
2893464	WINE	951.92	10/09/2025	609-48000-50253	
Check Total:		19,430.02			
Vendor: 1281	Jones Contruction Services Inc			Check Sequence: 43	ACH Enabled: False
4875	10 YD ROLL OFF	600.00	10/09/2025	101-43000-50387	
Check Total:		600.00			
Vendor: 1949	Farfum Ladroma			Check Sequence: 44	ACH Enabled: False
Q3 PTOS ATT	Q3 PTOS COMMISSION ATTENDANCE	75.00	10/09/2025	101-41110-50331	
Check Total:		75.00			
Vendor: 1685	Lakes Brewing Company			Check Sequence: 45	ACH Enabled: False
002398	BEER	205.00	10/09/2025	609-49750-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	205.00			
Vendor: 1878	Larkin Hoffman Attorneys			Check Sequence: 46	ACH Enabled: False
862738	REPRESENTATION THRU August 31, 2025	2,500.00	10/09/2025	101-41800-50300	
	Check Total:	2,500.00			
Vendor: 1308	LegalShield			Check Sequence: 47	ACH Enabled: False
FOR OCT 2025	PAYROLL WITHHOLDING	46.85	10/09/2025	101-00000-21712	
	Check Total:	46.85			
Vendor: 1176	M Health Fairview			Check Sequence: 48	ACH Enabled: False
15008658332	VISIT 15008658332 ON 9/22/2025	565.04	10/09/2025	101-42110-50314	
15008702808	VISIT 15008702808 ON 9/23/2025	35.00	10/09/2025	615-49550-50406	
15008702938	VISIT 15008702938 ON 9/23/2025	116.00	10/09/2025	101-43000-50406	
	Check Total:	716.04			
Vendor: 1643	McDonald Distributing			Check Sequence: 49	ACH Enabled: False
826605	BEER	3,255.15	10/09/2025	609-48000-50252	
826605	LIQUOR	79.90	10/09/2025	609-48000-50251	
826689	LIQUOR	60.30	10/09/2025	609-49750-50251	
826745	BEER	3,990.80	10/09/2025	609-49750-50252	
826745	THC	71.76	10/09/2025	609-49750-50254	
826745	LIQUOR	33.60	10/09/2025	609-49750-50251	
826745	N/A SALES	44.70	10/09/2025	609-49750-50250	
826745	KEG DEPOSIT CREDIT	-30.00	10/09/2025	609-00000-11560	
827654	BEER	370.25	10/09/2025	609-48000-50252	
827654	N/A SALES	42.80	10/09/2025	609-48000-50250	
827654	THC	71.76	10/09/2025	609-48000-50254	
827654	LIQUOR	60.30	10/09/2025	609-48000-50251	
827749	LIQUOR	120.60	10/09/2025	609-49750-50251	
827750	BEER	8,729.85	10/09/2025	609-49750-50252	
827750	LIQUOR	33.60	10/09/2025	609-49750-50251	
828651	LIQUOR	350.50	10/09/2025	609-49750-50251	
828652	LIQUOR	134.40	10/09/2025	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
828652	BEER	6,057.10	10/09/2025	609-49750-50252	
828653	BEER	720.90	10/09/2025	609-48000-50252	
828653	N/A SALES	21.40	10/09/2025	609-48000-50250	
828653	LIQUOR	159.60	10/09/2025	609-48000-50251	
8860702	BEER CREDIT	-93.00	10/09/2025	609-48000-50252	
	Check Total:	24,286.27			
Vendor: 2297 4314	McLafferty, Stephan LANDSCAPING	7,500.00	10/09/2025	Check Sequence: 50 612-49700-50300	ACH Enabled: False
	Check Total:	7,500.00			
Vendor: 1348 2898833 2902132	Metro Sales Inc. 09/06 to12/05/2025 Contract & Usage 06/06/202 10/01/2025 to 10/31/2025	2,160.00 259.00	10/09/2025 10/09/2025	Check Sequence: 51 101-41420-50219 101-41420-50219	ACH Enabled: False
	Check Total:	2,419.00			
Vendor: 1353 16640100114976	MIDCONTINENT CITYWIDE INTERNET SERVICES	920.36	10/09/2025	Check Sequence: 52 101-41420-50243	ACH Enabled: False
	Check Total:	920.36			
Vendor: 1364 1151035	Minnesota Elevator, Inc. OCTOBER MONTHLY SERVICE	140.00	10/09/2025	Check Sequence: 53 101-41940-50300	ACH Enabled: False
	Check Total:	140.00			
Vendor: 1385 Q3 2025 FEE	MN Dept Of Health-E Q3 2025 WATER CONNECTION FEE	6,298.56	10/09/2025	Check Sequence: 54 615-49550-50315	ACH Enabled: False
	Check Total:	6,298.56			
Vendor: 1411 SB37-012 SB37-013 SB40-009	Moose Lake Brewing Co. LLC BEER BEER BEER	72.00 93.00 51.00	10/09/2025 10/09/2025 10/09/2025	Check Sequence: 55 609-48000-50252 609-49750-50252 609-49750-50252	ACH Enabled: False
	Check Total:	216.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2203	Morris Electronics, Inc.			Check Sequence: 56	ACH Enabled: False
15747	PD IT SUPPORT 9/11/2025	93.75	10/09/2025	101-41420-50300	
15748	PD IT SUPPORT 9/12/2025	93.75	10/09/2025	101-41420-50300	
15811	ON SITE SERVICE 9/17/2025	1,529.50	10/09/2025	101-41420-50300	
15818	PD SERVER	15,462.50	10/09/2025	101-41420-50300	
	Check Total:	17,179.50			
Vendor: 1423	N.B. Area Public Schools-Fuel			Check Sequence: 57	ACH Enabled: False
2026-012	MOTOR FUELS-WASTEWATER	213.05	10/09/2025	602-49450-50212	
2026-012	MOTOR FUELS-PD	2,857.61	10/09/2025	101-42110-50212	
2026-012	MOTOR FUELS-GEN	30.09	10/09/2025	620-49600-50212	
2026-012	MOTOR FUELS-BLDG	131.72	10/09/2025	101-42400-50212	
2026-012	MOTOR FUELS-PARKS	113.42	10/09/2025	101-45000-50212	
2026-012	MOTOR FUELS-FD	551.32	10/09/2025	101-42280-50212	
2026-012	MOTOR FUELS-PW	470.95	10/09/2025	101-43000-50212	
2026-012	MOTOR FUELS-WATER	495.84	10/09/2025	615-49550-50212	
	Check Total:	4,864.00			
Vendor: 2145	Nelson Electric Inc			Check Sequence: 58	ACH Enabled: False
67202	TEMP GEN SET WIRE	1,175.00	10/09/2025	602-49450-50300	
	Check Total:	1,175.00			
Vendor: 1861	North Memorial Health Care			Check Sequence: 59	ACH Enabled: False
107023	BLS ECARDS 09/03/2025	70.00	10/09/2025	101-42110-50210	
	Check Total:	70.00			
Vendor: 1453	Olson Power & Equipment			Check Sequence: 60	ACH Enabled: False
3 R01370	TRACTOR RENTAL OCTOBER	2,600.00	10/09/2025	101-45000-50410	
R01371	ZERO TURN RENTALS OCTOBER	1,050.00	10/09/2025	101-45000-50410	
	Check Total:	3,650.00			
Vendor: 2296	OMG NATIONAL			Check Sequence: 61	ACH Enabled: False
N1099246	PD PROMO ITEMS FOR EVENTS	1,071.00	10/09/2025	851-42110-50430	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,071.00			
Vendor: 2293	On-Line Retrievers			Check Sequence: 62	ACH Enabled: False
SEPT 2025	ANIMAL CONTROL	768.80	10/09/2025	101-42700-50310	
	Check Total:	768.80			
Vendor: 1463	Paper Roll Products			Check Sequence: 63	ACH Enabled: False
290237	THERMAL PAPER ROLL	159.95	10/09/2025	101-42110-50210	
	Check Total:	159.95			
Vendor: 1955	Sara Paul			Check Sequence: 64	ACH Enabled: False
Q3 EDA ATT	Q3 EDA COMMISSION ATTENDANCE	75.00	10/09/2025	101-41110-50331	
	Check Total:	75.00			
Vendor: 1474	PHILLIPS WINE & SPIRITS, INC			Check Sequence: 65	ACH Enabled: False
5047597	LIQUOR	684.74	10/09/2025	609-49750-50251	
5047598	WINE	542.14	10/09/2025	609-49750-50253	
5047599	N/A SALES	29.89	10/09/2025	609-49750-50250	
5047600	LIQUOR	48.00	10/09/2025	609-48000-50251	
5047601	WINE	594.34	10/09/2025	609-48000-50253	
5051550	LIQUOR	3,022.55	10/09/2025	609-49750-50251	
5051551	LIQUOR	213.16	10/09/2025	609-49750-50251	
5051552	LIQUOR	1,979.83	10/09/2025	609-48000-50251	
5051553	LIQUOR	106.58	10/09/2025	609-48000-50251	
5055745	LIQUOR	818.47	10/09/2025	609-49750-50251	
5055746	LIQUOR	81.87	10/09/2025	609-49750-50251	
5055746	WINE	1,253.61	10/09/2025	609-49750-50253	
5055747	LIQUOR	136.84	10/09/2025	609-48000-50251	
5055748	LIQUOR	109.84	10/09/2025	609-48000-50251	
5055749	WINE	320.88	10/09/2025	609-48000-50253	
556316	WINE CREDIT	-92.84	10/09/2025	609-49750-50253	
556939	WINE CREDIT	-14.66	10/09/2025	609-48000-50253	
556939	LIQUOR CREDIT	-1.86	10/09/2025	609-48000-50251	
556940	WINE CREDIT	-29.34	10/09/2025	609-48000-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	9,804.04			
Vendor: 2232 W-106829	Pryes Brewing Company LLC BEER	186.50	10/09/2025	Check Sequence: 66 609-49750-50252	ACH Enabled: False
	Check Total:	186.50			
Vendor: 2019 30280874	QUADIENT, INC POSTAGE MACHINE REFILL	700.00	10/09/2025	Check Sequence: 67 101-41940-50322	ACH Enabled: False
	Check Total:	700.00			
Vendor: 1489 1551	R & H Painting, LLC MANHOLE LINING	7,205.20	10/09/2025	Check Sequence: 68 602-49450-50300	ACH Enabled: False
	Check Total:	7,205.20			
Vendor: 1494 2028915819	Red Bull Distribution Company N/A SALES	120.11	10/09/2025	Check Sequence: 69 609-49750-50250	ACH Enabled: False
	Check Total:	120.11			
Vendor: 2066 B019441	RMB Environmental Laboratories, Inc. WASTEWATER LAB TESTING	177.80	10/09/2025	Check Sequence: 70 602-49450-50315	ACH Enabled: False
B019548	WASTEWATER LAB TESTING	158.20	10/09/2025	602-49450-50315	
B019690	WATER PLANT SAMPLES	105.00	10/09/2025	615-49550-50315	
B019962	WATER PLANT SAMPLES	105.00	10/09/2025	615-49550-50315	
D080968	WASTEWATER LAB TESTING	158.20	10/09/2025	602-49450-50315	
	Check Total:	704.20			
Vendor: 2257 20	Row Sewer Service PARK RESTROOMS	2,145.00	10/09/2025	Check Sequence: 71 101-45000-50415	ACH Enabled: False
	Check Total:	2,145.00			
Vendor: 1509 40299	Jason Russell 2018 FORD EXPLORER REPAIRS	743.94	10/09/2025	Check Sequence: 72 101-42280-50404	ACH Enabled: False
40300	PARTS FOR FD NEEDS	74.09	10/09/2025	101-42280-50401	
40301	PICTURES & FRAMES X3	145.84	10/09/2025	208-42280-50401	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	963.87			
Vendor: 2299	Saltis, Ryan			Check Sequence: 73	ACH Enabled: False
APA CONF	MILEAGE & PER DIEM APA MN CONF	221.27	10/09/2025	101-41910-50331	
	Check Total:	221.27			
Vendor: 2126	Marshall Saunders			Check Sequence: 74	ACH Enabled: False
Q3 EDA ATT	Q3 EDA COMMISSION ATTENDANCE	50.00	10/09/2025	101-41110-50331	
	Check Total:	50.00			
Vendor: 1519	Schaefer, Gary			Check Sequence: 75	ACH Enabled: False
Q3 PC ATT	2024 Q3 PANNING COMM ATT	100.00	10/09/2025	101-41110-50331	
	Check Total:	100.00			
Vendor: 2116	Amy Schweigert			Check Sequence: 76	ACH Enabled: False
1209	NBPD Therapy	360.00	10/09/2025	101-42110-50300	
1217	NBPD Therapy	360.00	10/09/2025	101-42110-50300	
	Check Total:	720.00			
Vendor: 1522	Showtime Fabrication, LLC			Check Sequence: 77	ACH Enabled: False
8545	HYDRAULIC TANK-PLOW TRUCK	3,200.00	10/09/2025	101-43000-50404	
	Check Total:	3,200.00			
Vendor: 1527	SMALL LOT MN			Check Sequence: 78	ACH Enabled: False
MN103450	WINE	852.00	10/09/2025	609-49750-50253	
MN103451	WINE	330.00	10/09/2025	609-48000-50253	
	Check Total:	1,182.00			
Vendor: 1897	Nathan M. Sondrol			Check Sequence: 79	ACH Enabled: False
EDAM 9/22-26	MILEAGE/PER DIEM EDAM TRNG	272.00	10/09/2025	201-46500-50331	
	Check Total:	272.00			
Vendor: 1534	SOUTHERN GLAZERS WINE & SPIRITS OF MINNESOTA			Check Sequence: 80	ACH Enabled: False
2658094	WINE SHORT PAID	104.00	10/09/2025	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2670356	LIQUOR	403.50	10/09/2025	609-48000-50251	
2670356	WINE	291.71	10/09/2025	609-48000-50253	
2670846	LIQUOR	310.09	10/09/2025	609-49750-50251	
2670847	WINE	296.49	10/09/2025	609-49750-50253	
2673467	WINE	410.93	10/09/2025	609-49750-50253	
2675688	WINE	557.80	10/09/2025	609-48000-50253	
2675688	LIQUOR	642.22	10/09/2025	609-48000-50251	
2676115	LIQUOR	396.11	10/09/2025	609-49750-50251	
2676116	WINE	477.31	10/09/2025	609-49750-50253	
	Check Total:	3,890.16			
Vendor: 2233	STANDARD INSURANCE COMPANY			Check Sequence: 81	ACH Enabled: False
FOR NOV 2025	VISION FOR NOV 2025	192.72	10/09/2025	101-00000-21706	
	Check Total:	192.72			
Vendor: 1542	Staples			Check Sequence: 82	ACH Enabled: False
7006875703	OFFICE SUPPLIES	124.22	10/09/2025	101-41940-50210	
	Check Total:	124.22			
Vendor: 1550	STREICHERS			Check Sequence: 83	ACH Enabled: False
1784973	TAC VEST - TL	5,343.45	10/09/2025	101-42110-50237	
	Check Total:	5,343.45			
Vendor: 1956	Jessica Thelander			Check Sequence: 84	ACH Enabled: False
Q3 EDA ATT	Q3 EDA COMMISSION ATTENDANCE	75.00	10/09/2025	101-41110-50331	
	Check Total:	75.00			
Vendor: 1584	U.S. Bank Equipment Finance			Check Sequence: 85	ACH Enabled: False
564389823	COPY MACHINE LEASE	958.08	10/09/2025	101-41420-50219	
	Check Total:	958.08			
Vendor: 1592	US Postal Service			Check Sequence: 86	ACH Enabled: False
2025 FEE RENEW	2025 BULK PERMIT FEE	92.50	10/09/2025	101-41940-50322	
2025 FEE RENEW	2025 BULK PERMIT FEE	92.50	10/09/2025	615-49550-50322	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2025 FEE RENEW	2025 BULK PERMIT FEE	92.50	10/09/2025	602-49450-50322	
2025 FEE RENEW	2025 BULK PERMIT FEE	92.50	10/09/2025	612-49700-50322	
	Check Total:	370.00			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 87	ACH Enabled: False
3764930	N/A SALES	276.80	10/09/2025	609-49750-50250	
3764989	N/A SALES	221.50	10/09/2025	609-49750-50250	
	Check Total:	498.30			
Vendor: 1601	VINOCOPIA, Inc.			Check Sequence: 88	ACH Enabled: False
0381151-IN	LIQUOR	156.32	10/09/2025	609-49750-50251	
0381153-IN	LIQUOR	156.32	10/09/2025	609-48000-50251	
	Check Total:	312.64			
Vendor: 1611	WATSON COMPANY			Check Sequence: 89	ACH Enabled: False
152711	OPERATIONS SUPPLIES	96.31	10/09/2025	609-49750-50210	
152711	OPERATIONS SUPPLIES	96.31	10/09/2025	609-48000-50210	
152711	N/A SALES	1,222.43	10/09/2025	609-49750-50250	
153069	N/A SALES	1,726.90	10/09/2025	609-49750-50250	
	Check Total:	3,141.95			
Vendor: 1620	Wilson, Lynn			Check Sequence: 90	ACH Enabled: False
Q3 PTOS ATT	Q3 PTOS COMMISSION ATTENDANCE	75.00	10/09/2025	101-41110-50331	
	Check Total:	75.00			
Vendor: 1621	Windstream			Check Sequence: 91	ACH Enabled: False
011734875 OCT	FAXES 9/25/ TO 10/24/2025	318.84	10/09/2025	101-41420-50321	
	Check Total:	318.84			
Vendor: 1622	WINE MERCHANTS			Check Sequence: 92	ACH Enabled: False
7534779	WINE	167.65	10/09/2025	609-49750-50253	
7534780	WINE	167.65	10/09/2025	609-48000-50253	
	Check Total:	335.30			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1624	Winnick Supply, Inc.			Check Sequence: 93	ACH Enabled: False
80516	ESSBY IRRIGATION	521.37	10/09/2025	101-45000-50401	
80666	SEWER DRAIN LINE REPAIR	241.86	10/09/2025	602-49450-50210	
	Check Total:	763.23			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 94	ACH Enabled: False
FOR AUG 2025	R-027636-000-9 FOX RUN PHASE 2	14,556.00	10/09/2025	101-00000-21179	
FOR AUG 2025	R-027398-000-4 2024 PAVEMENT	6,843.00	10/09/2025	101-43000-50300	
FOR AUG 2025	R-030615-000-5 SPEED	1,607.50	10/09/2025	101-43000-50482	
FOR AUG 2025	R-021286-000-25 FOX RUN	2,133.50	10/09/2025	101-00000-21140	
FOR AUG 2025	R-020200-000-17 SCHOOLSIDE 4TH ADD	4,095.75	10/09/2025	101-00000-21144	
FOR AUG 2025	R-019771-000-31 MS4	103.00	10/09/2025	612-49700-50303	
FOR AUG 2025	R-021646-000-16 SRTS TRAIL	1,582.00	10/09/2025	486-46500-50303	
FOR AUG 2025	R-025975-000-13 SUNRISE BLUFF	7,254.75	10/09/2025	101-00000-21167	
FOR AUG 2025	R-028009-000-8 2025 PAVEMENT	27,041.25	10/09/2025	458-43000-50303	
FOR AUG 2025	R-027797-000-8 2025 RETAINER	5,690.00	10/09/2025	101-41700-50303	
FOR AUG 2025	R-028163-000-7 CULVERS	35.00	10/09/2025	101-00000-21180	
	Check Total:	70,941.75			
Vendor: 1637	Ziegler Cat			Check Sequence: 95	ACH Enabled: False
2077061	OIL SAMPLE BOTTLES	450.00	10/09/2025	101-43000-50404	
2077061	OIL SAMPLE BOTTLES	450.00	10/09/2025	101-42110-50404	
2077061	SWITCHES	227.64	10/09/2025	612-49700-50404	
2077061	OIL SAMPLE BOTTLES	450.00	10/09/2025	101-42280-50404	
2077061	SWITCHES	113.82	10/09/2025	101-43000-50404	
2077061	SWITCHES	113.82	10/09/2025	615-49550-50404	
2087485	GEN SET WASTEWATER	229.20	10/09/2025	602-49450-50404	
2087658	BELT REPLACEMENT WASTEWATER	36.08	10/09/2025	602-49450-50404	
	Check Total:	2,070.56			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	350,856.50			
	Total of Number of Checks:	95			



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, SEPTEMBER 23, 2025 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NORTH BRANCH IN THE COUNTY OF CHISAGO AND IN THE STATE OF MINNESOTA

REGULAR MEETING

Tuesday, September 23, 2025

1. CALL TO ORDER

The North Branch City Council met in REGULAR, and Mayor Kevin Schieber called the meeting to order at 7 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Kevin Schieber led the Pledge of Allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, Councilmember Jeff Goulet, Councilmember Jim Ibinger, Councilmember Patrick Meacham, Councilmember Robert Canada

Absent:

Remote:

Others Present:

Notes:

4. AGENDA APPROVAL

Mayor Kevin Schieber requested that 10c, Discussion of Student/Pedestrian Safety for Grand Avenue and other high traffic areas, be moved between 9a and 9c.

RESULT: Passed

MOVER: Kevin Schieber

SECONDER: Patrick Meacham

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

a. Approve Agenda

ACTION

RESULT: Passed

MOVER: Patrick Meacham

SECONDER: Robert Canada

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

5. PRESENTATION & PROCLAMATION

6. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.

Jim Tholen, Tom Hefty, and Kelly Mauer gave Public Comment.

7. CONSENT AGENDA

All matters listed under Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

RESULT: Passed

MOVER: Robert Canada

SECONDER: Jim Ibinger

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

a. Claims

ACTION

b. Minutes - City Council Meeting - September 9, 2025, 7:00 PM

ACTION

c. Approve Transient Merchant License - North Branch Area Chamber of Commerce **ACTION**

d. Approval of Resolution R-227-2025 approving the Development Agreement for Laborers Training Center **ACTION**

e. Approval of Resolution R-231-2025 accepting the offer of dedication and reducing the letter of credit for Meadows North Townhomes 1st Addition **ACTION**

f. Approval of Resolution R-230-2025 to reduce the letter of credit for Meadows North Townhomes 2nd Addition **ACTION**

g. Approval of Resolution R-225-2025 approving the Fireworks Display Permit for the North Branch High School Homecoming Fireworks Display on October 3, 2025 **ACTION**

h. Approval of Resolution R-229-2025 Authorizing Pay Voucher No. 5 for the CSAH 30 (Forest Blvd) & Safe Routes to School Trail Project. **ACTION**

- i. Approval of Resolution R-232-2025 authorizing Pay Request #2 for Pavement Improvement Project ACTION

8. PUBLIC HEARINGS

9. STAFF REPORTS

- a. Consider Approval Resolution #R-226-2025 authorizing an increase to Fire Relief Pension at \$6,000 per year of active service. ACTION

Chad VanDyke, treasurer of the Fire Relief Association, presented an overview from the Fire Department on how the pension works. A member of the fire department becomes partially vested - 60% - after 10 years of service. Each year the vesting increases 4% until 20 years of service, at which point the member is considered fully vested. A member may retire any time after they are partially or fully vested, but they cannot collect their retirement until they are at least the age of 50. If a member resigns before 10 years of service, they do not receive any pension. The North Branch Fire Department Relief Association is a 100% self-funded retirement fund. We have two separate investment accounts, one with the state of Minnesota and a second with a third party based in Minneapolis. We do not receive any funds directly from the City of North Branch, either required funds or non-required funds. Non-required funds are funds that the city could budget as an annual contribution to our retirement. Required funds from the city only occur if determined by our annual audit. If there is a significant deficiency between our assets and our accrued liability, there could be a required contribution. This amount would vary depending on what the deficiency is. Although the city does not directly contribute to our retirement, we are required to get council approval for a benefit increase. We are requesting a \$700/year benefit increase from \$5,300 to \$6,000 per year of service, effective January 1st, 2026.

RESULT: Passed
MOVER: Robert Canada
SECONDER: Kevin Schieber
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

- b. Consider Approval of Resolution R-222-2025 Adopting the Preliminary 2026 City of North Branch Operating and Debt Levy ACTION

Finance Director Sharon Wright presented the City Council with the Preliminary 2026 City of North Branch Operating and Debt Levy. General fund draft budget proposals and recommended tax levies have been discussed with City Council over the last few months. These discussions focused on debt requirements, staffing, and additional operating costs for the City of North Branch. At this time, a Preliminary Tax Levy of \$7,170,247 is proposed. This is a property tax revenue increase from the prior year of approximately 8.5%. This Preliminary Tax Levy must be certified to the County by September 30th of each year. The final levy may be the same or lower than the amount established at this time, but it cannot be more. That action, plus the budget adoption, will take place in December. There is a list of items for consideration that is currently proposed in the general fund budget that the Council has been asked to prioritize. After some discussion between the City Council and Department Heads, the board agreed to a Preliminary Tax Levy of \$7 million, with a property tax revenue increase of 5.93%.

RESULT: Passed
MOVER: Jeff Goulet
SECONDER: Robert Canada

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

- c. Consider Approval of Resolution R-223-2025 Adopting the Preliminary 2026 EDA Tax Levy for the City of North Branch ACTION

Finance Director Sharon Wright presented the City Council with the Preliminary 2026 EDA Tax Levy for the City of North Branch. The North Branch Economic Development Authority (EDA) discussed draft budget proposals and recommended tax levies. At the September meeting, the EDA recommended preliminary EDA and HRA levies in the amounts of \$ 309,510 and \$ 315,827, respectively. The combined projected revenue total is \$ 625,337. The majority of the revenue supports repayment of debt tied to the Business Park. The action sets both preliminary levies at the maximum allowed under the State Statute.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

- d. Consider Approval of Resolution R-224-2026 Adopting the Preliminary 2026 HRA Tax Levy for the City of North Branch ACTION

Finance Director Sharon Wright presented the City Council with the Preliminary 2026 HRA Tax Levy for the City of North Branch. The North Branch Economic Development Authority (EDA) discussed draft budget proposals and recommended tax levies. At the September meeting, the EDA recommended preliminary EDA and HRA levies in the amounts of \$ 309,510 and \$ 315,827, respectively. The combined projected revenue total is \$ 625,337. The majority of the revenue supports repayment of debt tied to the Business Park. The action sets both preliminary levies at the maximum allowed under State Statute.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

- e. Consider approval of Ordinance 397-25 Amending City Code Section 66-943 Design Standards for permitted building materials and amending the design overlay district map ACTION

City Administrator Matthew Hill presented the approval of Ordinance 397-25 amending City Code Section 66-943 Design Standards for permitted building materials and amending the design overlay district map. The EDA has been working on a variety of ways to encourage and entice new development in the Interstate Business Park. As part of that process, they have discussed modifications to the design standards based on feedback received from potential businesses and developers. The Planning

Commission has had several discussions relating to the existing code for design standards in the Interstate Business Park. The Planning Commission held a public hearing on September 2, 2025, relating to amendments to the design standards overlay map to modify the areas along I-35 from zone 1 to zone 2 and to modify the internal portions of the park from zone 2 to zone 3, as well as to add insulated metal panels as a permitted material in zone 2. Following the public hearing, the planning commission made a recommendation to approve both.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Jeff Goulet
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

- f. Consider Approval of Ordinance 398-25 Authorizing Summary Publication of Ordinance 397-25 Modifying Section 66-943 Design Standards in the Zoning Code ACTION

The City Council was asked to consider approval of Ordinance 398-25, authorizing summary publication of Ordinance 397-25, modifying section 66-943 design standards in the zoning code.

RESULT: Passed
MOVER: Jeff Goulet
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

10. MAYOR/CITY COUNCIL

- a. EDA Commission Appointment ACTION

Mayor Kevin Schieber made a motion to appoint Cassie Kecher to the EDA commission. Community Development Director Nate Sondrol and Mayor Schieber interviewed three applicants for the opening. Mayor Schieber said that all three applicants did a great job and were very passionate about giving back to the community. Mayor Schieber commented that Cassie has a very proactive way of thinking, she really seems to understand all the different components of community members.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

- b. Liaison reports from Planning, Parks and EDA commission meetings. VERBAL UPDATE

Commissioner Meacham gave a brief EDA commission update. Walk and Roll is on Wednesday, October 8th, starting at 7:15 am at St. Gregory's Catholic Church. The Chisago HRA EDA has a bunch of training that is available to the community that you should check out. There will be a grocery market study that will take about 6-8 weeks. We should get the information by the end of this year.

Mayor Schieber gave a Parks and Trails commission update, with the biggest takeaway being that they approved applying for the grant for the concerts in the park for 2026.

Commissioner Meacham gave a Planning Commission update. There was a public hearing on September 17th for a request for a variance to the city code for design standards for permitted building materials, and then a zoning text amendment and a conditional use permit for outdoor storage. The planning commission did recommend denial of all three items.

Commissioner Canada gave a Fire Department update. The liquor store fundraiser raised about \$4,000 for the fire department. Fire Chief Pat Heinen said they will be using the \$4,000 to purchase gas meters, which will be used for when the fire department is called out for a gas leak of carbon dioxide.

- c. Discussion of Student/Pedestrian Safety for Grand Avenue and other high traffic areas. INFO

Mayor Kevin Schieber introduced the discussion of student/pedestrian safety for Grand Avenue and other high-traffic areas. The mayor explained that multiple residents have reported near misses involving vehicles and students walking or biking on Grand Avenue to and from school. The Council reviewed some of the public comments that were posted on the community social media page. The Mayor asked Police Chief Dan Meyer to go over some history of this traffic area.

Police Chief Dan Meyer provided an overview of past and current efforts to improve safety, including the use of speed trailers and increased patrols. The council and the public discussed various short-term and long-term solutions, such as additional law enforcement, volunteer crossing guards, and traffic-calming measures. The need for more staffing and the potential impact of the Highway 30 detour on traffic could also be a consideration. There were also suggestions of speed warning signs, traffic cameras, and possibly using reserve officers to address the aggressive driving. This discussion, along with implementing solutions to improve pedestrian safety on Grand Avenue, needs to continue by exploring and implementing solutions to improve pedestrian safety.

- d. Discussion and consideration about the City hosting town halls with elected officials representing the City of North Branch at the State and Federal levels. INFO

Mayor Kevin Schieber brought up the discussion about the City of North Branch hosting town halls with elected officials representing the City of North Branch at the State and Federal levels. There was a consensus with the City Council that it's a good idea. City Administrator Matthew Hill commented that every community should be engaging in it. If it's not the city, the chamber, or the school, or somebody hosting these events, there are a lot of benefits to the overall community: enhancing community engagement, promoting transparency and accountability, facilitating constructive dialogue, informing people on policy and decision-making, and empowering citizens to be part of the process and participate in those things and listen.

11. ADJOURNMENT

Mayor Kevin Schieber adjourned the City Council meeting at 9:30 pm.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 09/24/2025

Board & Commission: City Council

Subject: Approval of Resolution R-234-2025 authorizing enhanced street sweeping funding grant

BACKGROUND:

In April of 2023, the City Council approved a partnership with Chisago County Soil and Water to qualify for grant funding for additional street sweeping in concentrated areas to reduce the phosphorus load entering the City's storm water system, where portion of the storm system drains into the Sunrise River, and ultimately the St. Croix River. The goal of the grant and additional sweeping is to reduce the organic loading which creates phosphorus, which promotes the growth of algae blooms in Lake St. Croix. The original grant ran from April, 2023 and was for \$5,000 per year for enhanced street sweeping in high priority areas over a 3-year period for a total of \$15,000 ending this year, 2025. The grant funding allows us to do an additional 50 miles of street sweeping per year.

We also have a second grant to sweep an additional 2 times in concentrated areas for an additional 70 miles per year for 3 years starting in 2024 and ending in 2026. This gives the City funding for 120 miles of sweeping in concentrated areas that have the highest impact on the River.

We have an opportunity to apply for a one year extension of the 3 year - \$15,000 grant for 2026 as part of the Lower St. Croix Partnership. We will continue to keep records of dates, streets, and miles swept, and Chisago County Soil and Water will calculate the load reductions based on the MPCA street sweeping calculator.

REQUESTED ACTION:

Motion and second to approve Resolution R-234-2025 authorizing the application and grant funding of the contract with Chisago County Soil and Water for a period of one (1) year.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-234-2025

Resolution R-234-2025 approving enhanced street sweeping contract with Chisago County Soil and Water.

Whereas, the City of North Branch and Chisago County Soil and Water have partnered on a grant application and contract for enhanced street sweeping, the grant amount is \$5,000 for 2026 and,

Whereas, the concentrated enhanced street sweeping requires the area be done four times per year to meet the grant requirements.

Now, Therefore be it resolved by the City Council of North Branch, Minnesota, approve the grant contract with Chisago County Soil and Water for this one year period for enhanced street sweeping.

Approved on this ____ day of _____, 2025

Kevin Schieber, Mayor

Attest:

Tonya Kostuch, City Clerk



City of North Branch Staff Report

Prepared By: Justin Messner, City Engineer

Date: October 6, 2025

Subject: Water Tower No. 2 Exterior Cleaning Project

Introduction

The water utility capital improvement plan (CIP) outlines major capital projects, organized by year, that are scheduled for maintenance or replacement along with their estimated costs. One item in the CIP is the exterior cleaning of Water Tower #2. To complete this task, City Staff have received three contractor bids for the work.

Background Information:

Water Tower #2 was reconditioned in 2021 and is a 200,000-gallon single pedestal water tower located near the North Branch Outlet Mall.

Funding/Financing:

Attached is KLM's proposal for the complete exterior cleaning (power washing) of Water Tower #2, which totals \$8,940.00. The project will be financed through the City's water utility fund.

Next steps:

Council Award Contract for WorkOctober 14, 2025
Cleaning (depending on weather conditions)Fall 2025 or Spring 2026

Other Pertinent Information:

➤ Advantages

- Extend the life of water tower exterior coating thereby saving tax-payer dollars.

- Reduce maintenance costs.
- ***Disadvantages***
 - None

Financial/Budget Impacts (If Any):

- ***Funding Sources*** – Water Utility Funds
- ***Long-Term & Short-Term Costs***

Deadline: None

Staff Recommendation:

1. Motion and second approving resolution R-233-2025 authorizing the proposal with KLM Engineering for water tower cleaning.

Voting Requirements: Majority vote.

Attachments:

1. KLM Proposal
2. Manthei Proposal
3. TMS Proposal

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-236-2025

**A RESOLUTION AWARDING WATER TOWER #2 EXTERIOR CLEANING
PROJECT LOW QUOTE TO KLM ENGINEERING**

WHEREAS, the City's Water Utility Fund includes a Capital Improvement Plan (CIP) which includes maintenance of the City's three water towers; and,

WHEREAS, Water Tower #2 was reconditioned in 2021 and is programmed in the CIP for exterior cleaning; and,

WHEREAS, City Staff have obtained quotes from contractors to perform exterior cleaning of Water Tower #2. The following quotes were received:

	<u>Contractor</u>	<u>Total Bid</u>
1	KLM Engineering	\$8,940.00
2	Manthei Management	\$11,250.00
3	TMS	\$29,835.00

WHEREAS, The low quote was received from KLM Engineering of Woodbury, Minnesota, for the amount of \$8,940.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of North Branch that:

The Mayor and City Administrator are hereby authorized and directed to enter into a contract with KLM Engineering, Woodbury, Minnesota, in the amount of \$8,940.00 in the name of the City of North Branch, Minnesota for the services outlined in the above.

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

September 26, 2025

Sent By Email Only

Matthew Hill
City Administrator
City of North Branch
PO Box 910
North Branch, MN 55056

**RE: 200,000-Gallon Single Pedestal "Tower No. 2"
North Branch, Minnesota**

Dear Matthew:

KLM is pleased to submit this proposal to clean the exterior of the above-referenced water tower in 2025 or spring 2026. With the fall weather being unpredictable and the project needing to be signed up and scheduled, the work may need to be pushed to spring 2026.

By choosing KLM Engineering, Inc., the owner is investing in the knowledge and expertise of a consultant who can perform a thorough cleaning of the exterior of your water tank.

SCOPE OF WORK

Exterior Pressure Washing

The complete exterior of the tank (roof, upper torus, shell, lower torus, bowl, and cone) and riser/lower cone shall be cleaned by power washing. Power wash and clean water rinse surfaces shall be completely dry and approved by the Owner.

KLM is not responsible for any coating damage that may occur during exterior cleaning. If the exterior protective coatings are failing prematurely, KLM will discuss with the owner different options on removing the mold/mildew/biofilm. If the current coatings are visibly showing premature coating failures, KLM's crew will discuss options for proceeding.

FEES

The fee for the above-referenced scope of work is..... \$8,940.00

OWNER'S RESPONSIBILITIES

The Owner's personnel shall be responsible for:

- ◆ Providing a live fire hydrant for fresh water for the pressure washer.
- ◆ Removal of any equipment or obstructions that may inhibit access to the tower.
- ◆ Approving the cleaning at the start up and when it's completed, including site restoration.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The attached Terms and Conditions are part of this agreement between the City of North Branch, Minnesota and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

AGREEMENT

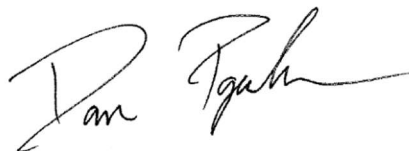
This proposal is valid for thirty (30) days from the date of this proposal. If the City of North Branch finds this proposal acceptable, please sign and return it via email or fax. By signing and returning this signature page only, you agree to the terms of the entire proposal submitted. When KLM receives the signed proposal, we will contact the Owner to coordinate a cleaning schedule. When the cleaning is complete, KLM will invoice the Owner according to this Agreement.

If you have any questions regarding this proposal, please call me at 612-743-3102.

This Agreement, between the City of North Branch, Minnesota and KLM Engineering, Inc. is accepted by:

CITY OF NORTH BRANCH
PO Box 910
North Branch, MN 55056

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125



Signature

Signature

Name

Dan Popehn

Name

Title

Director of Business Development

Title

Date

September 26, 2025

Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.

Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com

Attachment: KLM Terms and Conditions

**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED**

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.
12. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR**

CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives** at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.
22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.

23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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Manthei Management

1230 96th LN NE, Blaine, MN, 55434

612-205-1095 | Carlos Ayala

Invoice

Date: 4/2/25



BILL TO

Angela | North Branch Public Works
6388 Maple St, North Branch, MN, 55056

FOR

Exterior pressure washing of
water tower #2

ITEM DESCRIPTION	AMOUNT
Labor and job duration - 2 Days	\$3,850.00
Materials: Pressure washer, water hose, nozzles, chemicals and gator mats.	\$600.00
Mechanical safety planning/on-site personal safety	\$1,200.00
Lift Rental	\$5,600.00
Subtotal	\$11,250.00
Tax rate	
Additional costs	
TOTAL COST	\$11,250.00

If you have any questions concerning this Proposal, use the following contact information:
Carlos Ayala, 612-205-1095, Carlos@manmanLLC.com



PO BOX 3804
Rapid City SD 57709
(800) 240-9945

info@tankmaintenancesolutions.com
www.tankmaintenancesolutions.com

January 5, 2024



Shawn Williams
City of North Branch
39276 Grand Avenue
North Branch, MN 55056

RE: 2024 Water Tower 3 Exterior Power Wash Project

Shawn,

It is with great pleasure that Tank Maintenance Solutions (TMS) presents you with this proposal. Our team here at TMS is committed to working with you throughout this process of maintaining your water storage tank.

TMS takes pride in delivering customized solutions to meet the unique needs and requirements of each of our clients, and we are excited to offer our services to you. By employing a meticulous approach to identifying and selecting only top-tier vendors, TMS ensures that your project is completed with the utmost integrity.

We invite you to reach out to us should you have any questions or concerns about this proposal, or if you simply want to delve further into the details of this project.

Thank you for considering TMS as your preferred partner in water tank maintenance.

We look forward to a successful partnership!

Regards,

Jerod Birchell

Jerod Birchell
Project Manager
Tank Maintenance Solutions (TMS)
406-698-9297 Cell
800-240-9945 Office
jerod@tankmaintenancesolutions.com

"The experience and resources to handle your water storage tank maintenance needs."



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www.tankmaintenancesolutions.com

City of North Branch
39276 Grand Avenue
North Branch, MN 55056



RE: 2024 Water Tower 3 Exterior Power Wash Project

Tank Maintenance Solutions (TMS) or its subcontractors, will furnish and supply all necessary equipment, labor, and materials for the following:

SCOPE OF WORK			
Power Wash the Exterior (Option 1)	\$ 29,835.00		
Alternate Pricing: Option 2: Power Wash and Overcoat the Exterior. \$89,505.00 Option 1-EXTERIOR: POWER WASH Exterior Cleaning and Surface Preparation: TMS or its Subcontractors agrees to clean and recoat the exterior of the tank as follows in accordance SSPC-SP1, Commercial cleaning preparation. SSPC-SP 1: Solvents such as water, mineral spirits, xylol, toluol etc., are used to remove solvent-soluble foreign matter from the surface of ferrous metals. Rags and solvents must be replenished frequently to avoid spreading the contaminant rather than removing it. High Pressure (1500-4000 psi) water washing with appropriate cleaning chemicals is a recognized "solvent cleaning" method. All surfaces should be cleaned per this specification. Disclosure: It is formally understood that power wash applications are used to remove most (not necessarily all) mold, staining, and "grime". It is also understood that when high power washing techniques are being utilized that flaky and loose under paints can at times flake from the tower. TMS or Its Subcontractors ensures it will do its due diligence in removing the mold, staining, and "grime" from the tank. TMS or its Subcontractors further ensures it will do its due diligence in not removing flaking, loose under coatings during the process. Under this agreement the owner understands due diligence does mean that it is possible for some mold residue, staining, "grime" to be left on the tank. The owner furthermore understands under due diligence that the possibility for flaking may occur dependent on the adhesion of the under coatings. Option 2: EXTERIOR: POWER WASH & OVERCOAT Exterior Cleaning and Surface Preparation: TMS or its Subcontractors agrees to clean and recoat the exterior of the tank as follows in accordance SSPC-SP1 and SP2/SP3 as needed, SSPC-SP 1: A method in which solvents such as water, mineral spirits, xylol, toluol etc., are used to remove solvent-soluble foreign matter from the surface of ferrous metals. Rags and solvents must be replenished frequently to avoid spreading the contaminant rather than removing it. Low-pressure (1500 – 4000 psi) high volume (3-5 gal/min) water washing with appropriate cleaning chemicals is a recognized "solvent cleaning" method. Exterior Coating System: Will be from the Sherwin Williams Company. 1. Spot Primer: Modified Poly-Amidoamine Epoxy, Off- White in color and applied at Four to Eight (4-8) mils dry film thickness. 2. Intermediate Coat: Industry Approved Acrylic Polymer Coatings, TMS or its Subcontractors choice of color and applied at Two-Four (2-4) mils dry film thickness. 3. Finish Coat: Industry Approved Acrylic Polymer Coatings, Owner's choice of color and applied at Two-Four (2-4) mils dry film thickness. Total Mils shall not be less than Four to Eight (4-8) mils dry film thickness. LOGO AND LETTERING WILL BE RE-APPLIED AS IT IS ON THE TOWER. Letter coating shall be One (1) coat of High Solids Polyurethane. Warranty: TMS or its Subcontractors warrants its work to be free from defects in material and workmanship for a period of TWO (2) years on Interior Coatings & TWO (2) years on Exterior Coatings. Possible Exceptions: After cleaning has been completed and TMS or its Subcontractors inspectors determine that additional repair for soundness or structural safety is required, and the Owner elects not to authorize such repair, then TMS or its Subcontractors accepts no responsibility or liability should the tank leak or deteriorates further. Under no circumstances does TMS or its Subcontractors warrant the structural condition of the tank. This Warranty shall be expressly limited to the work performed by TMS or its Subcontractors. This Warranty is in lieu of all other warranties expressed or implied and no person (employee or otherwise) is authorized to make any representation or Warranty binding TMS or its Subcontractors except to refer to this Warranty. Should any of the repairs performed by TMS or its Subcontractors or lining under this Warranty prove to be defective within the period of this Warranty; TMS or its Subcontractors will remedy such defects at no cost to the Owner. However, if in the opinion of the Owner, they cannot be remedied except by complete replacement, then TMS or its Subcontractors will make complete replacement. The Owner will be charged only for the term of service actually received. The remaining original cost will be applied as an adjustment on the cost of replacement. The replacement cost of any Coating or Repairs shall be within 30% of the original cost. Variations within this 30% will depend on increases or decreases in material and labor costs. It is agreed that should the Owner refuse such an adjustment, TMS or its Subcontractors will make no adjustments short of replacement in which case this Warranty becomes limited to other work performed by TMS or its Subcontractors.			
TANK DESCRIPTION(S)			
Tank	Capacity	Dimensions	Type
Tower 3	500K Gallon	139' High x 55' Diameter	Welded Steel Pedestal

"The experience and resources to handle your water storage tank maintenance needs."



PO BOX 3804
Rapid City SD 57709
(800) 240-9945

info@tankmaintenancesolutions.com
www.tankmaintenancesolutions.com

This proposal, when executed by both parties, shall constitute a binding agreement between all parties. The persons signing on behalf of the Client, Owner or Owners Representative and Tank Maintenance Solutions (TMS) hereby represents and certifies that they are fully empowered to bind the respective parties to this contract. Any contract that is not fulfilled will be subject to a cancellation fee. **Terms are net 10 days from Invoicing;** interest accrues at 1.5% monthly on any unpaid balance. Any fees required to obtain a city business license, or any additional permits will be added to the final invoice at the current city rate plus appropriate markup. Please note pricing **does not include:** contract review, additional insurance requirements, third party vendor verification site requirements and/or any repair work unless stated in the pricing. This proposal is **valid for forty-five (45) days** from receipt. This quotation has been prepared exclusively for your firm using the

information you provided. Incorrect or inaccurate information used for estimate purposes that delays progress may influence your final price. Interruptions in the work progression, not in control of Tank Maintenance Solutions (TMS) such as, weather, or other delays may also affect your final pricing. If Tank Maintenance Solutions (TMS), or its subcontractor(s) is unable to complete the work as described above due to lack of weekend and/or holiday access, tank access, water levels, safety issues, etc. a trip charge and/or standby fee will be added. The contents of this quotation are considered confidential and are not to be divulged to third parties. Please note, it is the Client, Owner, and Owner Representative's responsibility to test and maintain water quality. Any and all applicable warranties will be provided by manufacturer(s) and/or subcontractor(s). Water required for this project will be supplied by the City of North Branch at no additional cost to Tank Maintenance Solutions (TMS) or its subcontractors on site.

All Tank Maintenance Solutions (TMS) quotes are subject to availability of personnel, equipment, and subcontractors. Upon approval, please sign and return by fax, email, or mail to Tank Maintenance Solutions (TMS).

City of North Branch
39276 Grand Avenue
North Branch, MN 55056

Tank Maintenance Solutions (TMS)
PO Box 3804
Rapid City, SD. 57709

I have read, understand, and agree to the terms of this proposal:

Signature

Printed Name & Title

Date

Signature

Jerod Birchell, Project Manager

Printed Name & Title

January 5, 2024

Date

MEMORANDUM

To: The Honorable Kevin Schieber
City of North Branch City Council

VIA EMAIL ONLY

cc: Matthew Hill, City Administrator

From: Christopher M. Hood

Date: October 3, 2025

Re: Legal Staff Report for October 14, 2025 City Council Meeting

- - - - -

We are submitting this memorandum to update the City of North Branch City Council on the work we performed as City Attorney during September 2025. The matters listed below are discussed in a general manner only for sake of brevity and to maintain any attorney-client privileged and/or confidential information/data.

Summary of City Matters

1. **Personnel and Labor Matters**
Attorneys researched, reviewed, analyzed, and drafted documents, correspondence, memo, and an agreement regarding three personnel matters.
2. **Municipal Matters**
Attorneys researched, reviewed, analyzed, advised and drafted documents related to franchise fee ordinances. Attorneys reviewed and drafted ordinance changes related to the prior abolishment of the water and light commission. Attorneys reviewed and drafted nuisance administrative citations template documents and a fee ordinance.
3. **Land Use and Real Estate Matters**
Attorneys researched, reviewed, advised and drafted documents related to a real estate transaction.
4. **Staff Communications**
Attorneys also make occasional day-to-day communications with the City Administrator, City Engineer and City staff regarding the above-referenced matters, among others.

CMH/sc



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 10/06/2025

Board & Commission: City Council

Subject: Approval of Resolution R-242-2025 approving the Cannabis Retail Registration Application for Wild River Cannabis LLC

Background:

Wild River Cannabis LLC submitted a Cannabis Retail Registration Application to open a cannabis microbusiness at 4628 Isanti Trail, North Branch, MN 55056. This application is contingent upon the following:

- A copy of the lease agreement or other contract authorizing the applicant to occupy the retail location if the applicant is not the owner of the property.
- A copy of documentation showing compliance with zoning from the zoning authority and compliance with state fire and building codes.
- A certificate of liability insurance covering the license period.
- Completed Tennessee Warning form for each person referenced on the application
- Completed MN Workers Comp Law for business
- Complete MN Tax Clearance Certificate form for business.
- A copy of a valid state license or a written notice of license pre-approval letter issued by the Minnesota Office of Cannabis Management.
- Initial Registration Fee \$500, Renewal Registration Fee \$1,000 due upon State approval.

Requested City Council Action:

Motion and second to approve Resolution R-242-2025 to authorizing the Cannabis Retail Registration Application for Wild River Cannabis LLC, contingent upon all of the items listed in the background being received by the City.

Voting Requirements:

Voting Options Simple Majority



Cannabis Retail Registration Application

NORTH BRANCH

TODAY'S DATE 10-3-25

Application Type: ☒ Initial Registration ☐ Renewal Registration

Cannabis License Information:

Check the type of license approved by the Office of Cannabis Management.

☒ Microbusiness ☐ Mezzobusiness ☐ Cannabis Retailer
☐ Lower-Potency Hemp Edible Retailer* ☐ Medical Cannabis Combination Business

*On-site consumption requires on-sale liquor license

Retail Location Information:

Parcel number of property where the retail business will be located _____

Address of Retail Location 4628 Isanti Trail

city North Branch State MN Zip Code 55056

Applicant Information:

Applicant's Full Name James Richard Rayer

Applicant's Address _____

city North Branch State MN Zip Code 55056

Phone # _____ Email Address _____

Are you the owner of the property where the retail business will be located? ☐ Yes ☒ No

If no, property owner information below is required.

Property Owner Information: If different than applicant information

Property Owner's Full Name Chris Ruddy

Owner's Address 4628 Isanti Trail

city North Branch State MN Zip Code 55056

Phone # _____ Email Address _____

Prior to registration being issued, every application shall be submitted with:

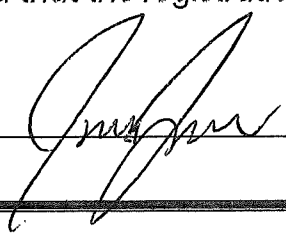
- Initial Registration Fee \$500, Renewal Registration Fee \$1,000 due upon State Approval
- A copy of a valid State license or written notice of license preapproval letter issued by the Minnesota Office of Cannabis Management.
- A copy of the lease agreement or other contract authorizing application to occupy the retail location if the applicant is not the owner of the property.
- A copy of the documentation showing compliance with:
 - Zoning from the zoning authority.
 - Compliance with state fire and building codes.
- A certificate of liability insurance covering the license period.
- Complete Tennessee Warning form for each person referenced on the application.
- Complete MN Workers' Comp Law form for business.
- Complete MN Tax Clearance Certificate form for business.

*An application is not considered complete until **ALL** items listed above are received by the City.*

Complete applications will be reviewed in the order they were received.

I understand and agree to comply with all requirements of the State of Minnesota. I have supplied all required information with this application and that all information given is true and correct. I understand that the registration is valid for a period of 1 year from the date of issue.

Signature _____



Date 10-3-25

For Official Use

Date and time application received: _____, 20__ at ____:____ am/pm

Application received by: _____ Are property taxes current ☐ Yes ☐ No

All required attachments received? ☐ Yes ☐ No

Notes: _____

Date application considered complete: _____, 20__ at ____:____ am/pm

City Board Action: _____, 20__ ☐ Approved ☐ Denied

Date registration issued: _____, 20__

Registration Number: _____

Preliminary SOP Inventory Control, Storage, and Diversion Prevention

Applicant Name

Wild River Cannabis LLC

Applicant Business Name

Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Attestation of understanding:

I attest that I will resubmit standard operating procedures for inventory control, storage, and diversion prevention that comply with final regulations upon their adoption and identification of a physical business premise as a condition to converting to a license.

Check box to confirm attestation: ☒

Inventory control, storage, and diversion prevention standard operating procedures:

Standard operating procedures for inventory control, storage, and diversion prevention that include three (3) topics relevant to the specific license type. Plans may include but are not limited to procedures for managing stock and inventory of cannabis or cannabis products, standard operating procedures for the secure storage of cannabis or cannabis products, standard operating procedures for access control for inventory or a related topic identified by the applicant.

Character limit: 4,500 for each topic

Topic 1:

Inventory Control, Storage, & Diversion Prevention SOP – Wild River Cannabis

Wild River Cannabis is committed to **strict inventory management, secure product storage, and robust diversion prevention measures** in compliance with **Minnesota OCM regulations**. The company will implement **real-time tracking, secure storage, and strict access controls** to ensure **full transparency, prevent loss or theft, and maintain operational integrity**.

(i) Inventory Control & Tracking Procedures

Wild River Cannabis will utilize a **comprehensive seed-to-sale inventory tracking system integrated with METRC** to manage all cannabis inventory from cultivation to retail sale.

Inventory Control Measures:

- **Daily Inventory Audits** – The Inventory Manager will conduct **daily inventory counts**, verifying accuracy against the POS and METRC records. Any discrepancies will be **investigated and reported** to management immediately.
- **METRC Compliance** – Every cannabis product will be **assigned a unique identifier** and logged in **METRC upon receipt, cultivation, packaging, and sale** to ensure full traceability.
- **POS & METRC Synchronization** – The retail POS system will be **integrated with METRC**, ensuring sales and stock levels **update in real-time**.
- **Batch & Lot Tracking** – Each cannabis product will be labeled with **lot numbers and batch IDs** to maintain compliance and allow for **rapid recalls** if necessary.
- **Waste & Returns Logging** – Any **damaged, expired, or returned** cannabis products will be **documented, logged in METRC, and properly disposed of** according to Minnesota waste disposal regulations.

Verification & Monitoring:

- All inventory transactions will be **logged and reviewed by management** for accuracy.
- Employees handling inventory must complete **inventory management training** before working with cannabis products.
- Quarterly **internal audits** will be conducted to verify all records align with state regulations.

Topic 2:

(ii) Secure Storage & Access Control Procedures

To protect cannabis inventory from theft, loss, or unauthorized handling, Wild River Cannabis will implement strict storage security measures at both its cultivation and retail locations.

Storage Security Measures:

- **Cultivation Facility:**
 - All cannabis plants and harvested materials will be stored in a **secured, climate-controlled grow room and curing area**.
 - Finished flower will be kept in a **locked, monitored storage area** before being packaged and transferred to retail.
 - **Restricted access** will be enforced, allowing only authorized personnel into storage areas.
- **Retail Location:**
 - All cannabis inventory will be stored in a **vaulted, access-controlled storage room**.
 - During business hours, only **approved managers and inventory personnel** will be allowed to access the vault.
 - Any products removed from storage must be **logged and recorded in real time**.

Physical Security Features:

- **24/7 Video Surveillance** – All storage areas will be **monitored with high-definition security cameras** with at least **90 days of footage retention**.
- **Alarm-Protected Storage Areas** – The cannabis vaults and storage rooms will be **equipped with motion sensors and monitored alarm systems**.
- **Dual-Lock System** – Entry to the inventory storage rooms will require **dual authentication**, ensuring **no single employee can access the inventory alone**.
- **Limited Employee Access** – Only **authorized employees** with inventory clearance will have access to storage rooms.

Verification & Monitoring:

- Inventory logs will be **reviewed daily** to track all movement of products.
- **Regular spot checks** will ensure compliance with security and storage protocols.
- If any **unauthorized access or anomalies** are detected, immediate action will be taken, and incidents will be **reported to OCM as required**.

Topic 3:

(iii) Diversion Prevention & Compliance Measures

Preventing theft, diversion, or unauthorized sales is a core focus of Wild River Cannabis. The company will implement a strict set of policies and controls to prevent any misuse or illegal distribution of cannabis products.

Diversion Prevention Strategies:

- Employee Access Controls – Employees will be trained in proper handling, tracking, and sales compliance protocols. Any suspicious behavior or inventory discrepancies will be reported and investigated immediately.
- Real-Time Sales & Inventory Tracking – The POS system and METRC integration will prevent unauthorized product movement by automatically flagging any inconsistencies.
- Strict Transaction Limits – Employees will ensure all purchases comply with Minnesota's legal purchase limits, preventing excessive transactions that could indicate diversion.
- Customer Education on Responsible Use – Customers will be educated on legal possession limits, resale restrictions, and proper product use.
- Regular Employee Training – All employees will complete annual diversion prevention training, ensuring they understand the importance of compliance and the consequences of illegal activity.

Incident Response Plan:

- Any suspected diversion, theft, or unauthorized transactions will be immediately reported to management and documented.
- If a security breach occurs, the company will notify OCM and law enforcement within the required reporting timeframe.
- Inventory discrepancies will trigger an internal investigation, with corrective actions implemented as needed.

Regulatory Compliance & Oversight

- Inventory logs, storage records, and sales transactions will be maintained for a minimum of five years, per Minnesota OCM requirements.
- Quarterly internal audits will be conducted to identify and correct any compliance risks.
- Any loss, theft, or diversion incidents will be reported to OCM immediately, following all required protocols.

Attestation of Labor Peace Agreement

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Attestation of Labor Peace Agreement:

Applicants are required to provide documentation demonstrating that the applicant has entered into a labor peace agreement with a bona fide labor organization as a condition of licensure. I certify that I will provide this documentation to OCM as a condition of licensure.

Check box to confirm attestation: ☐

If applying for a microbusiness license:

I am applying for a microbusiness license and am exempt from the requirement to enter into a labor peace agreement. I attest that in the future should my microbusiness have 10 or more full time employees (FTEs) that I will be required to enter into a labor peace agreement.

Check box to confirm attestation: ☒

Cultivation Plan

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

(Required for cultivator license type and medical cannabis combination businesses, microbusiness and microbusinesses with a cultivation endorsement)

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Size and layout of cultivation facility:

Cultivation plan demonstrating the (i) proposed size and layout of the cultivation facility that will be used exclusively for cultivation, and (ii) the total amount of plant canopy in square feet or acreage.

Character limit: 4,000 for each topic

Cultivation facility size and layout:

Cultivation Plan for Wild River Cannabis

Wild River Cannabis is a small-batch craft cannabis cultivator, operating a 2,400-square-foot indoor facility at 14777 Saint Croix Trl, North Branch, MN 55056. This facility will be dedicated exclusively to cannabis cultivation, focusing on premium-quality flower production, emphasizing sustainability, efficiency, and full compliance with Minnesota OCM regulations.

(i) Facility Size & Layout

The cultivation space is strategically divided into six key areas, ensuring efficient workflow, plant health, and regulatory compliance:

- Propagation & Cloning (200 sq. ft.) – Houses mother plants and clones under low-intensity LED lighting to encourage strong root development and genetic stability.
- Vegetative Growth (600 sq. ft.) – Uses energy-efficient LED lighting, automated irrigation, and precise climate controls to establish strong plant structures before flowering.
- Flowering Room (1,000 sq. ft.) – Designed for high-density canopy cultivation, featuring CO₂ enrichment, climate-optimized HVAC, and humidity-controlled environments for maximized yield and resin production.
- Drying & Curing (300 sq. ft.) – Temperature- and humidity-controlled space to ensure proper terpene and cannabinoid retention during post-harvest processing.
- Storage & Compliance (200 sq. ft.) – A secured, restricted-access area for recordkeeping, inventory management, and compliance tracking.
- Sanitation & Workstations (100 sq. ft.) – A dedicated space for employees to store PPE, sanitize tools, and follow strict cleanliness protocols to maintain biosecurity.

Total amount of plant canopy in square feet or acreage:

(ii) Total Plant Canopy

Wild River Cannabis will maintain 1,800 sq. ft. of active plant canopy, divided as follows:

- Vegetative Growth: 600 sq. ft.
- Flowering: 1,200 sq. ft.

The facility will operate on a perpetual harvest model, ensuring consistent year-round production by staggering growth cycles to maintain a steady supply of flower.

Sustainability & Compliance

- LED Grow Lights: Reduced energy consumption while delivering optimal plant health and potency.
- Automated Irrigation & Water Recycling: Efficient use of well water, preventing waste and overuse.
- HVAC & Air Filtration: Regulates temperature, humidity, and airflow to prevent microbial growth and contamination.
- Integrated Pest Management (IPM): A chemical-free pest control approach, prioritizing biological solutions and environmental monitoring.
- Sustainable Waste Management: All plant waste is rendered unusable and tracked in METRC before being disposed of in accordance with state regulations.

Security & Compliance

- 24/7 Video Surveillance: All cultivation areas will be monitored and recorded with remote-access capabilities.
- Restricted Access: Electronic keycards & biometric entry controls will limit access to authorized personnel only.
- METRC Compliance: Full seed-to-sale tracking for complete regulatory transparency.
- Secure Product Storage: All harvested cannabis will be stored in locked, monitored storage until it is processed, tested, and transferred to the retail facility.

Attestation

Wild River Cannabis attests that it will fully comply with all Minnesota OCM cultivation regulations, ensuring a secure, compliant, and high-quality cannabis operation that adheres to strict sustainability, security, and industry best practices.

Preliminary Business Plan

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Expected size of the business:

Expected size of the business, including metrics which may include but are not limited to anticipated revenue, sales, number of employees or any other metric identified by the applicant. Applicants should provide three (3) metrics demonstrating projected business size.

Character limit: 4,000 for each metric

Metric 1:

Expected Size of the Business – Wild River Cannabis

Wild River Cannabis is structured as a vertically integrated microbusiness, operating a 2,400 sq. ft. cultivation facility and a 1,000 sq. ft. retail dispensary. The company will produce premium-quality cannabis flower in small batches while offering a curated selection of in-house and third-party products at its retail location

Metric 1: Cultivation Facility Size & Output

Wild River Cannabis will operate a controlled-environment indoor grow facility, using precise climate controls, high-efficiency lighting, and sustainable cultivation methods to ensure consistent product quality and regulatory compliance.

Facility Breakdown & Canopy Capacity

- Total Facility Size: 2,400 sq. ft.
- Active Plant Canopy: 1,800 sq. ft.
- Projected Yield (Annual):
 - Phase 1 (Year 1): 200-250 lbs. of dried flower.
 - Phase 2 (Optimized Efficiency): 300-350 lbs. annually with improved cultivation techniques.

Revenue & Wholesale Expansion

- Projected Wholesale Price per Pound: \$1,500 - \$2,000
- Annual Cultivation Revenue (Est.): \$300,000 - \$500,000 (based on wholesale pricing and product demand).
- Retail vs. Wholesale: Initially, 70% of cultivated flower will be sold in-house, with 30% allocated to external dispensaries.

By controlling both cultivation and retail, Wild River Cannabis can maximize profitability, ensure quality control, and establish brand recognition in the Minnesota market.

Metric 2:

Metric 2: Retail Market Share & Sales Growth

Wild River Cannabis's **1,000 sq. ft. dispensary**, located at **6118 Main St, North Branch, MN**, will serve as a **primary sales hub** for its **in-house cannabis products** while also offering **third-party licensed brands**.

Retail Projections & Market Penetration

- **Projected Monthly Sales: 400-600 transactions per month** (depending on seasonal demand).
- **Projected Market Share: 5-8% of North Branch's cannabis retail market in Year 1.**
- **Estimated Average Transaction Value: \$50-\$75 per customer visit.**
- **Retail Revenue (Year 1): \$240,000 - \$450,000**, growing as customer base expands.

Growth Strategy & Competitive Advantage

- **Retail Location Visibility:** Positioned in a **high-traffic commercial area**, with easy access for local consumers and tourists.
- **Branding & Customer Loyalty:** Wild River Cannabis will focus on **education-driven sales, community engagement, and customer retention programs.**
- **Product Diversification:** Offering concentrates, tinctures, edibles, and accessories in addition to in-house flower.

Through careful market positioning, product curation, and customer outreach, Wild River Cannabis expects to steadily increase sales volume and revenue.

Metric 3:

Metric 3: Employment & Economic Impact

Wild River Cannabis will initially operate as a lean, owner-operated business, prioritizing highly skilled staff to ensure regulatory compliance, operational efficiency, and premium customer service.

Initial Hiring Plan (Year 1)

- Total Initial Employees: 4-6 employees, including ownership.
- Key Roles & Responsibilities:
 - James Rayer (Owner & Cultivation Lead): Manages all cultivation operations, compliance, and facility oversight.
 - Robert Waldron (Retail Manager): Oversees retail store operations, customer service, and regulatory compliance.
 - Retail Budtenders (2-3 employees): Trained to educate customers, verify ID compliance, and handle point-of-sale transactions.
 - Processing & Compliance Assistant (1 position): Ensures accurate inventory tracking, METRC compliance, and batch testing coordination.

Projected Job Growth (Year 2-3)

- Year 2: Expansion to 6-8 employees to support increased production and sales volume.
- Year 3: 10+ employees, scaling with market demand and operational expansion.

Wild River Cannabis is committed to local hiring, workforce development, and ensuring all employees receive proper training on OCM regulations, customer service, and cannabis product knowledge.

Anticipated growth:

Anticipated growth of the business including metrics which may include but are not limited to anticipated revenue, sales, number of employees or any other metric identified by the applicant. Applicants should provide three (3) metrics demonstrating projected business size.

Character Limit: 4,000 for each metric

Metric 1:

Metric 1: Expansion of Cultivation Capacity & Product Output

Wild River Cannabis will begin operations with a **2,400 sq. ft. indoor facility** and **1,800 sq. ft. of active canopy** dedicated to producing **premium cannabis flower**. As the business scales, efficiencies will be **optimized through advanced cultivation techniques and infrastructure improvements**.

Projected Cultivation Growth

- **Year 1: 200-250 lbs. of dried flower annually**
- **Year 2: 300-350 lbs. of dried flower annually** (+20-30% efficiency increase)
- **Year 3: 400+ lbs. of dried flower annually** (through optimized grow cycles)

Growth Strategies

- **Maximizing Canopy Efficiency:** Increased plant rotations and refined cultivation methods.
- **Technology Investments:** Advanced **LED lighting, irrigation, and automated climate controls** to improve yield and reduce operational costs.
- **Wholesale Expansion:** **Developing supply agreements** with licensed retailers across Minnesota to ensure consistent product demand.

Through **incremental increases in efficiency**, Wild River Cannabis will **expand its cultivation capacity** without requiring additional physical space, making it a **highly scalable operation**.

Metric 2:

Metric 2: Retail Market Expansion & Revenue Growth

Wild River Cannabis's **1,000 sq. ft. retail location** will serve as the **primary sales hub**, offering both **in-house flower** and **third-party licensed cannabis products**. As the brand gains recognition and customer loyalty, revenue and sales volume are expected to **grow significantly**.

Projected Retail Sales & Revenue Growth

- **Year 1: 400-600 transactions per month** (~\$240,000-\$450,000 annual revenue)
- **Year 2: 600-900 transactions per month** (~\$400,000-\$600,000 annual revenue)
- **Year 3: 900-1,200 transactions per month** (~\$600,000-\$900,000 annual revenue)

Key Drivers of Growth

- **Customer Retention & Loyalty:** Developing a **loyal local customer base** through **education, quality assurance, and product consistency**.
- **Product Expansion:** Introducing **new strains, concentrates, and infused products** based on market trends and customer demand.
- **Retail Footprint Optimization:** Potential **storefront expansion or additional sales channels** based on market conditions.

By focusing on **customer experience, premium product offerings, and a strong retail presence**, Wild River Cannabis expects to **steadily increase sales volume and revenue year over year**.

Metric 3:

Metric 3: Job Creation & Workforce Expansion

Wild River Cannabis is committed to local job creation and workforce development, ensuring that employees receive comprehensive training in compliance, customer service, and cannabis cultivation.

Projected Job Growth

- Year 1: 4-6 employees, including ownership
- Year 2: 6-8 employees as cultivation and retail sales expand
- Year 3: 10+ employees, adding specialized roles in processing, inventory management, and retail operations

Employment Growth Strategy

- Cross-Training Employees: Staff will be trained in both cultivation and retail operations to maximize flexibility.
- Investment in Compliance & Customer Education: Employees will receive annual training on Minnesota OCM regulations, ensuring adherence to industry best practices.
- Salaries & Benefits: Competitive wages with potential performance-based incentives to retain top talent.

Wild River Cannabis's employment strategy ensures that as business scales, the workforce grows strategically, maintaining operational efficiency and regulatory compliance.

Methods of recordkeeping:

Methods of recordkeeping including but not limited to (i) physical record keeping or electronic record keeping.

Character limit: 4,000

(i) Physical & Electronic Recordkeeping

Wild River Cannabis will utilize a hybrid recordkeeping approach, combining secure physical documentation with encrypted cloud-based storage to ensure that all required records are accurately maintained, easily retrievable, and protected against data loss.

Electronic Recordkeeping

The company will rely on secure, GAAP-compliant accounting and inventory management software to digitally track all financial, compliance, and operational data. This includes:

- **METRC Seed-to-Sale Tracking:** Ensures real-time monitoring of all cannabis products, from cultivation to retail sale.
- **POS System for Retail Transactions:** The dispensary will use a state-approved, integrated point-of-sale system to maintain sales records, customer verification logs, and compliance reports.
- **Cloud-Based Accounting Software:** Tracks financial records, tax filings, invoices, and payroll, ensuring compliance with state and federal regulations.
- **Surveillance Data Storage:** Security footage will be digitally stored for the legally required timeframe, with secure off-site backups to prevent data loss.
- **Employee & HR Recordkeeping:** Staff training logs, compliance certifications, and employment records will be stored electronically and accessible only by authorized personnel.

Physical Recordkeeping

While most records will be digitally maintained, certain documents will be stored physically in a secure, locked cabinet in a restricted-access area. These include:

- **Licenses & Permits:** Copies of all state, local, and regulatory approvals for both the cultivation and retail facilities.
 - **Hard Copies of Financial Statements & Tax Records:** Retained per Minnesota Department of Revenue requirements.
 - **Signed Vendor & Supplier Agreements:** To document all business-to-business transactions.
 - **Product Testing & Compliance Reports:** Batch testing results will be kept both electronically and physically for regulatory audits.
 - **Employee Sign-In Logs:** Maintaining physical sign-in sheets for compliance audits.
- All physical records will be maintained for a minimum of five years, in compliance with Minnesota OCM guidelines.

Knowledge and experience of key individuals:

The knowledge and experience of the applicant and all officers, directors, managers, and general partners of the business. *This should include all individuals listed on the applicant's Disclosure of Ownership and Control worksheet and capitalization table, including the applicant.*

Character limit: 4,000

James Richard Rayer – Owner & Primary Operator

Role: Owner & Cultivation Director (Responsible for all cultivation operations, facility management, and regulatory compliance)

James Rayer brings hands-on experience in controlled-environment agriculture, with a deep understanding of cannabis cultivation best practices. As a self-employed welder and fabricator, James has developed strong problem-solving skills that translate well to facility management and operational efficiency. He has personally cultivated cannabis within legal limits, allowing him to refine nutrient programs, environmental controls, and integrated pest management (IPM) strategies.

Expertise & Relevant Experience:

- **Facility Operations & Buildout:** With experience in welding and fabrication, James has the technical skills to oversee facility construction, maintenance, and equipment installation, reducing operational costs.
- **Small-Scale Cultivation Expertise:** James has spent years refining small-batch growing techniques, including strain selection, propagation, and nutrient optimization to maximize yield and cannabinoid production.
- **Compliance & Recordkeeping:** Familiar with state cannabis regulations, he will ensure strict adherence to METRC tracking, environmental safety, and workplace compliance standards.
- **Quality Assurance & Product Consistency:** His expertise in environmental control and plant health ensures that Wild River Cannabis maintains consistent, high-quality flower production.

Robert Waldron – Retail Operations Manager

Role: Retail Manager & Compliance Officer (Oversees dispensary operations, compliance, and customer experience)

Robert Waldron is an experienced retail business owner and compliance specialist with a proven track record in regulated industries. As the current owner of E-Cig Guys, a licensed hemp retailer in good standing with the Minnesota OCM, Robert brings valuable experience in inventory management, customer service, and regulatory compliance.

Expertise & Relevant Experience:

- **Retail Operations & Customer Experience:** Successfully operates a state-licensed hemp retail business, demonstrating knowledge in product handling, sales tracking, and regulatory adherence.
- **Regulatory Compliance & State Licensing:** Familiar with Minnesota OCM regulations, ensuring all dispensary sales align with state cannabis laws.
- **Point-of-Sale & Inventory Management:** Skilled in tracking product movement, conducting compliance audits, and managing retail sales operations efficiently.
- **Vendor Relations & Product Curation:** Strong experience in sourcing third-party hemp and cannabis products, negotiating vendor agreements, and selecting high-demand products for customers.
- **Customer Education & Community Engagement:** Has built a trusted reputation in the North Branch community through educational events, customer outreach, and compliance-driven sales practices.

Collective Strengths of the Leadership Team

Wild River Cannabis is uniquely positioned for success in Minnesota's cannabis industry, thanks to the complementary expertise of its leadership team:

- **Vertically Integrated Business Knowledge:** Experience in both cultivation and retail, allowing for seamless product movement from grow to sale.



Environmental plan:

Environmental plan that includes at least three (3) examples of plans to address environmental concerns. Plans may include, but are not limited to, water usage, energy consumption, solid waste disposal, or other environmental concerns identified by the applicant.

Character limit: 4,000 for each example

Example 1:

1. Water Conservation & Sustainable Irrigation Practices

Water usage is a **critical factor in cannabis cultivation**, and Wild River Cannabis will implement **efficient irrigation systems** to reduce water waste while maintaining optimal plant health. The facility **operates on well water**, requiring **responsible water management** to ensure sustainability.

Water Conservation Measures:

- **Automated Irrigation Systems:** Drip irrigation will be used to **precisely deliver water** to plant roots, reducing **runoff and evaporation**.
- **Water Recycling & Reclamation:** Excess irrigation water will be collected, **filtered, and reused** when possible, minimizing **wastewater discharge**.
- **Climate-Controlled Water Usage:** Environmental sensors will monitor **humidity levels**, ensuring that plants receive **only the necessary amount of water**.
- **Employee Training on Water Efficiency:** All employees will be trained on **proper water conservation techniques**, ensuring that water is used responsibly throughout the facility.

By using **these advanced water conservation methods**, Wild River Cannabis will **reduce overall water consumption by an estimated 30-40%**, compared to traditional cultivation methods.

Example 2:

2. Energy Efficiency & Renewable Power Integration

Cannabis cultivation is energy-intensive, particularly **indoor grows that require artificial lighting and climate control**. Wild River Cannabis will implement **energy-efficient practices** and explore **renewable energy solutions** to minimize electricity use.

Energy Conservation Strategies:

- **High-Efficiency LED Grow Lights:** Compared to traditional **high-pressure sodium (HPS) lights**, LEDs use **40-50% less energy**, while producing **less heat**, reducing the need for excessive cooling.
- **Programmable Climate Control Systems:** HVAC and dehumidification systems will be **automated and optimized** to regulate temperature and humidity efficiently.
- **Off-Peak Energy Use:** Equipment will be scheduled to run **during off-peak hours** to reduce strain on the local power grid and lower energy costs.
- **Future Renewable Energy Integration:** The company will explore **solar panel installation** to offset energy consumption, with the goal of **reducing grid reliance within five years**.

By integrating these **energy-efficient measures**, Wild River Cannabis anticipates **cutting energy consumption by 25-30% compared to conventional indoor cultivation facilities**.

Example 3:

3. Waste Reduction & Sustainable Disposal Practices

The cultivation and retail operations of Wild River Cannabis will generate **organic plant waste, packaging waste, and general business waste**. The company will implement a **strict waste management protocol** to ensure **compliance with Minnesota OCM regulations** and reduce **landfill contributions**.

Waste Management Plan:

- **Cannabis Waste Disposal Compliance:**
 - All plant waste will be **rendered unusable** by **grinding and mixing with inert materials** (e.g., sawdust or soil) before disposal.
 - Waste logs will be maintained in **METRC**, tracking the **quantity and method of disposal**.
- **Recyclable & Biodegradable Packaging:**
 - The retail operation will prioritize **compostable or recyclable packaging** for **in-house and third-party products**.
 - Customers will be **encouraged to return used packaging** for proper disposal.
- **Retail Waste Minimization:**
 - Paperless transactions will be prioritized, with **digital receipts and compliance documents** instead of printed materials.
 - Recycling bins will be placed **throughout the retail space** to encourage proper disposal.
- **Community Partnership for Waste Reduction:**
 - Wild River Cannabis will work with **local recycling programs** and **waste management companies** to ensure that all **non-cannabis waste is properly processed**.

These **waste reduction measures** will ensure that Wild River Cannabis remains **environmentally responsible while maintaining strict compliance with Minnesota's cannabis regulations**.

Preliminary SOP Accounting and Tax Compliance

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Attestation of understanding:

I attest that I will resubmit standard operating procedures for accounting and tax compliance that comply with final regulations upon their adoption and identification of a physical business premise as a condition to converting to a license.

Check box to confirm attestation: ☒

GAAP standards compliance:

Standard operating procedures for accounting and tax compliance that includes two (2) topics relevant to the specific license type. Plans may include but are not limited to procedures for staying consistent with GAAP (Generally Acceptable Accounting Principles) standards, the timely filing of taxes or a related topic identified by the applicant.

Example: Use of GAAP-compliant accounting software, regular audits by certified public accountants.

Character limit: 4,000 for each topic

Topic 1:

Accounting & Tax Compliance – Wild River Cannabis

Wild River Cannabis is committed to full compliance with Generally Accepted Accounting Principles (GAAP) and Minnesota tax regulations. The company will implement transparent financial management, rigorous tax reporting, and internal oversight procedures to ensure regulatory adherence, financial accuracy, and long-term business sustainability.

(i) GAAP Compliance & Financial Oversight

Wild River Cannabis will maintain GAAP-compliant accounting records, ensuring accurate financial tracking, reporting, and audit readiness.

Accounting Software & Financial Tracking

- The company will use GAAP-compliant accounting software to track revenue, expenses, payroll, and tax obligations.
- All financial transactions will be documented, and reports will be generated monthly to track profitability and compliance.
- A CPA will conduct quarterly reviews to ensure accurate financial reporting and adherence to tax laws.

Internal Financial Controls

- Segregation of duties will be maintained to prevent fraud (e.g., different employees will handle cash, deposits, and financial reconciliation).
- Bank reconciliations will be conducted monthly to verify the accuracy of financial records.
- Cash-handling SOPs will be enforced, including daily cash counts, deposit tracking, and security measures for storing cash.

Financial Recordkeeping & Audit Compliance

- All financial records will be stored securely (both digitally and physically) for a minimum of five years, as required by state law.
- The company will undergo annual third-party financial audits to maintain transparency and ensure ongoing compliance with GAAP and tax regulations.
- All transactions will be linked to METRC seed-to-sale tracking, ensuring inventory and revenue reconciliation for compliance audits.

Topic 2:

(ii) Tax Compliance & Reporting Procedures

Wild River Cannabis will ensure **full compliance with Minnesota state tax laws, including sales tax, excise tax, and corporate tax obligations.**

Timely Tax Filing & Payment Compliance

- **Sales & Excise Taxes:**
 - All cannabis sales will be subject to **Minnesota's applicable sales and excise tax rates**, which will be collected at the point of sale.
 - Tax payments will be **remitted monthly to the Minnesota Department of Revenue (DOR)** as required by state law.
- **Corporate & Payroll Taxes:**
 - The business will **file corporate tax returns annually and pay estimated quarterly taxes** to remain compliant.
 - **Payroll taxes will be calculated and submitted bi-weekly** through a registered payroll provider to ensure compliance with federal and state employment tax laws.

Tax Documentation & Recordkeeping

- **All tax filings and payment confirmations will be stored electronically and available for regulatory audits.**
- The company will maintain **detailed records of sales, purchases, and expenses to accurately report taxable income.**
- An independent **CPA or tax professional will oversee all filings**, ensuring compliance with **Section 280E of the IRS tax code**, which applies to cannabis businesses.

Tax Compliance Audits & Adjustments

- The company will **conduct internal audits every six months** to identify and correct any tax discrepancies.
- Any **errors or adjustments required by the Minnesota DOR** will be addressed **immediately to avoid penalties or legal issues.**

Attestation

Wild River Cannabis **attests that it will maintain GAAP-compliant accounting records, adhere to all Minnesota tax laws, and implement rigorous financial oversight measures to ensure full regulatory compliance.**

Preliminary Operations Plan – Microbusiness or Mezzobusiness

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Attestation of understanding:

I attest that I will provide the address and legal property description of the business, proposed layout of the facility, including diagrams of the ventilation and filtration systems, and plans for code compliance to the Office of Cannabis Management (OCM) as a condition of licensure.

Check box to confirm attestation: ☒

Attestation of compliance:

I attest that I will comply with all applicable operational requirements for the license being sought as a condition of licensure.

Check box to confirm attestation: ☒

General description of location(s):

Provide a general description of the proposed location or locations that the applicant plans to operate, including but not limited to (i) **the planned square feet of space for planned authorized activities.**

Character limit: 4,000

Cultivation Facility – 2400 Main St., North Branch, MN 55056

Wild River Cannabis's 2,400-square-foot indoor cultivation facility is located at 2400 Main St., North Branch, MN. This site is dedicated exclusively to cultivation, focusing on premium craft cannabis flower production in a controlled indoor environment.

Facility Breakdown & Planned Authorized Activities:

- Total Facility Size: 2,400 sq. ft.
- Active Plant Canopy: 1,800 sq. ft.
- Key Areas & Functions:
 - Propagation & Cloning Room (200 sq. ft.) – Houses mother plants and clones under low-intensity LED lighting.
 - Vegetative Growth Room (600 sq. ft.) – Maintains plant development before the flowering stage.
 - Flowering Room (1,000 sq. ft.) – Equipped with high-intensity LED lighting, CO₂ enrichment, and climate-controlled HVAC systems for optimal flowering conditions.
 - Drying & Curing Area (300 sq. ft.) – Maintains proper temperature and humidity controls for post-harvest cannabis processing.
 - Storage & Compliance Room (200 sq. ft.) – Secure area for inventory tracking, compliance records, and product storage before transportation to retail.
 - Employee Sanitation & Workstation (100 sq. ft.) – Dedicated space for hygiene protocols, PPE storage, and staff training.

The facility will operate using well water and a septic tank, ensuring that all wastewater management practices align with Minnesota's environmental regulations. The location is secured with 24/7 video surveillance, restricted access controls, and METRC seed-to-sale tracking, ensuring full compliance with state and local laws.

Retail Dispensary – 6118 Main St, North Branch, MN 55056

The 1,000-square-foot retail dispensary is located at 6118 Main St, North Branch, MN, in a high-traffic commercial area. The retail storefront is strategically positioned to serve local consumers and visitors, providing access to in-house cannabis products as well as carefully selected third-party brands.

Retail Facility Layout & Operations:

- Total Facility Size: 1,000 sq. ft.
- Key Areas & Functions:
 - Sales Floor (600 sq. ft.) – Designed for customer engagement, product displays, and education.
 - Product Storage & Inventory Room (200 sq. ft.) – Restricted-access area for secure inventory management.
 - Check-In & Security Area (100 sq. ft.) – Customers will be verified upon entry, ensuring compliance with age verification laws.
 - Office & Compliance Room (100 sq. ft.) – Houses administrative functions, recordkeeping, and staff workstations.

Retail Operations & Compliance Features:

- Age Verification & Secure Transactions: Customers must provide a valid government-issued ID before making a purchase.

Controlling person(s) or managerial employees:

Identification of one or more controlling persons or managerial employees as agents who shall be responsible for dealing with the office on all matters.

Character limit: 4,000

Wild River Cannabis designates **James Richard Rayer** as the **primary controlling person and official representative** responsible for **handling all regulatory matters, compliance filings, and communications with the Minnesota Office of Cannabis Management (OCM).**

Primary Controlling Person & Regulatory Liaison

James Richard Rayer – Owner & Primary Operator

- **Role:** Sole applicant and primary point of contact for all **compliance, regulatory, and operational matters.**
- **Responsibilities:**
 - **Submitting and maintaining all required licensing documentation with the OCM.**
 - **Ensuring compliance with state regulations for both cultivation and retail operations.**
 - **Overseeing METRC tracking and seed-to-sale compliance.**
 - **Handling all required tax reporting, security audits, and business inspections.**
 - **Serving as the liaison between Wild River Cannabis and state or local regulatory agencies.**

James has **extensive experience managing agricultural operations, regulatory compliance, and facility oversight, making him well-equipped to handle OCM-related responsibilities.**

Compliance plans:

Plans for compliance with applicable (i) building codes and (ii) federal and state environmental requirements and (iii) federal and state workplace safety requirements and policies.

Character limit: 4,000 for each topic

Building codes:

(i) Compliance with Minnesota State & Local Building Codes

Wild River Cannabis will comply with all applicable building codes outlined by the Minnesota State Building Code (MSBC) and local zoning ordinances for North Branch, MN. The company will work closely with licensed contractors, architects, and local building authorities to ensure that all construction, facility modifications, and operational structures meet or exceed safety requirements.

Key Building Code Compliance Measures:

- Structural Safety (MSBC Chapter 1305 – Minnesota Building Code):
 - All cultivation rooms, storage areas, and processing spaces will be constructed using fire-rated materials and proper ventilation.
 - The retail dispensary will comply with commercial occupancy requirements for customer-facing businesses.
 - Electrical & Fire Safety (MSBC Chapter 1315 – Electrical Code & Chapter 1306 – Fire Code):
 - All wiring and electrical installations for cultivation lighting, climate control systems, and security equipment will be installed by a licensed electrician and inspected per NFPA 70 National Electrical Code (NEC).
 - The facility's HVAC and dehumidification systems will be designed to prevent overheating, fire hazards, and electrical malfunctions.
 - Plumbing & Sanitation (MSBC Chapter 4714 – Minnesota Plumbing Code):
 - The septic system at the cultivation facility will be properly inspected, maintained, and compliant with MPCA wastewater disposal guidelines.
 - The retail dispensary will have compliant restrooms and sanitation systems for employees and customers.
 - Zoning & Land Use Compliance (City of North Branch Zoning Code):
 - Both locations meet zoning requirements for commercial cannabis operations.
 - Proper setback distances, security fencing, and restricted access zones will be maintained to comply with state and local regulations.
- All construction or modifications will be permitted and inspected by the City of North Branch Building & Zoning Department before operations begin.

Federal and state environmental requirements:

(ii) Compliance with Federal & State Environmental Requirements

Wild River Cannabis is committed to environmentally responsible cultivation and retail practices. The company will ensure compliance with:

- Minnesota Pollution Control Agency (MPCA) Environmental Regulations
- U.S. Environmental Protection Agency (EPA) Standards
- Minnesota Board of Water and Soil Resources (BWSR) Guidelines

Environmental Compliance Measures:

- **Water Usage & Conservation (MPCA & BWSR Standards):**
 - The cultivation facility relies on well water, with an automated irrigation system to reduce excess water use.
 - A closed-loop water recycling system will be implemented to minimize wastewater discharge.
- **Waste Disposal & Pollution Prevention (MPCA Waste Regulations):**
 - All cannabis waste will be rendered unusable before disposal by mixing it with organic or inert materials.
 - Third-party licensed waste management services will be contracted to ensure proper disposal of all non-cannabis waste.
- **Air Quality & Emissions Control (EPA Clean Air Act Compliance):**
 - The facility will use carbon filtration systems to prevent odor emissions from cultivation activities.
 - HVAC systems with HEPA filtration will maintain air quality within the facility and prevent airborne contaminants.

By integrating these environmental measures, Wild River Cannabis will reduce its ecological footprint and maintain compliance with both state and federal environmental regulations.

Federal and state workplace safety requirements and policies:

(iii) Compliance with Federal & State Workplace Safety Requirements

Wild River Cannabis will fully comply with the **Occupational Safety and Health Administration (OSHA) standards** and the **Minnesota Occupational Safety & Health Administration (MNOSHA) regulations**. The company will implement **workplace safety programs, employee training, and hazard prevention protocols** to protect all employees and visitors at both the cultivation and retail facilities.

Workplace Safety Compliance Measures:

- **Employee Training & Hazard Communication (OSHA 1910.1200 & MNOSHA Standards):**
 - All employees will receive **training on handling hazardous materials, proper use of PPE, and emergency response protocols**.
 - **Safety Data Sheets (SDS) for all chemicals used in cultivation and retail operations** will be maintained and accessible to employees.
- **Ventilation & Air Quality (OSHA 1910.94 & MNOSHA Airborne Contaminants Standards):**
 - **Proper ventilation systems** will be installed to prevent **exposure to airborne contaminants** from fertilizers, pesticides, and cannabis particulates.
 - The **retail dispensary will maintain air circulation systems** to ensure **safe indoor air quality**.
- **Personal Protective Equipment (PPE) & Worker Safety (OSHA 1910.132):**
 - Employees handling cannabis plants, fertilizers, or extraction materials will be **required to wear gloves, eye protection, and respirators as necessary**.
 - **Proper ergonomic workstations** will be provided for trimming, packaging, and customer service to prevent **repetitive strain injuries**.
- **Fire & Emergency Preparedness (OSHA 1910.38 & Minnesota Fire Code):**
 - **Emergency evacuation plans** will be established and **employees will be trained in fire safety procedures**.
 - The facility will have **fire suppression systems, emergency exits, and first aid kits** available at all times.

All employees will receive **annual workplace safety training**, ensuring **continuous compliance with OSHA and MNOSHA standards**.

Sales to unlicensed businesses:

Plans to (i) avoid sales to unlicensed cannabis businesses.

Character limit: 4,000

(i) License Verification & Due Diligence

Before engaging in any business-to-business (B2B) transactions, Wild River Cannabis will verify the licensure status of every potential wholesale customer or vendor.

Verification Process for Licensed Buyers & Vendors

- License Authentication Through the OCM Database:
 - Wild River Cannabis will only conduct sales with dispensaries, manufacturers, and distributors that hold valid Minnesota cannabis licenses.
 - Every potential B2B customer or vendor will be checked against the OCM's official list of active license holders before any transactions take place.
- Annual & Ongoing License Validation:
 - License credentials will be re-verified annually to ensure that all business partners remain in good standing.
 - Any suspended, revoked, or expired licenses will immediately disqualify a business from making purchases.
- Transaction Authorization & Documentation:
 - Before processing a sale, Wild River Cannabis will require written confirmation of licensure from the purchasing entity, including:
 - State-Issued License Number
 - Business Name & Address Matching the OCM Registry
 - Authorized Purchasing Agent's Information
 - Any discrepancies in license records, documentation, or regulatory standing will result in immediate suspension of transactions.

(ii) METRC & Inventory Tracking Compliance

Wild River Cannabis will use METRC seed-to-sale tracking to ensure all product movement is accounted for and cannot be diverted to unlicensed businesses.

Preventing Unauthorized Sales Through METRC

- Every cannabis product will be tagged with a unique METRC identifier, allowing OCM regulators to track movement from cultivation to retail.
 - All B2B transactions will be logged in METRC, ensuring real-time inventory control and compliance with OCM sales reporting requirements.
 - If an entity attempting to purchase cannabis is not registered in METRC as an authorized buyer, the sale will not proceed.
 - Regular internal audits will be conducted to compare physical inventory with digital METRC records, ensuring all products remain within the legal supply chain.
- By integrating METRC into all cultivation and retail transactions, Wild River Cannabis will eliminate the risk of untracked, unauthorized sales.

(iii) Employee Training & Internal Compliance Protocols

All employees handling sales, inventory management, and compliance will receive mandatory training on Minnesota's cannabis regulations to ensure strict adherence to OCM laws and prevent illegal sales.

Training Program Includes:

- Identifying Authorized Buyers: Employees will be trained to verify B2B customers' licenses before processing transactions

+

Sales to underage individuals:

Plans to (i) avoid sales to individuals under 21 years of age.

Character limit: 4,000

(i) No Direct Sales to Consumers from Cultivation Facility

Wild River Cannabis's cultivation facility does not sell cannabis products directly to consumers. All products are wholesale-only, distributed exclusively to licensed retailers who must comply with OCM regulations regarding age verification.

- B2B Sales Compliance
 - Every wholesale transaction will be tracked in METRC, ensuring that all cannabis products are transferred only to licensed dispensaries.
 - All buyer licenses will be verified before any product leaves the cultivation facility, ensuring that all customers are state-approved businesses with retail cannabis sales authorization.

This business-to-business model eliminates any risk of underage individuals accessing products directly from Wild River Cannabis's cultivation site.

(ii) Strict Age Verification at Retail Location

The retail dispensary at 6118 Main St, North Branch, MN will implement strict identity verification procedures to ensure that no individual under 21 years of age can purchase cannabis products.

Age Verification Process:

- Check-In & Security Screening
 - All customers must present a valid, government-issued ID upon entering the dispensary.
 - The ID will be scanned using an electronic verification system to confirm authenticity and check against state-issued databases for validity.
- Point-of-Sale Verification
 - Customers will be required to present identification a second time at checkout to confirm their age before finalizing any purchase.
 - The POS system will be integrated with age-restriction software, preventing employees from completing sales if an ID is flagged as invalid or if the customer is underage.
- Accepted Forms of Identification:
 - A valid driver's license or state-issued ID card.
 - A passport or military ID with a verifiable date of birth.
 - Any ID that does not scan correctly or appears altered will result in automatic denial of entry and purchase.

If any individual fails to produce valid identification, they will be denied service and asked to leave the premises immediately.

(iii) Employee Training & Compliance Measures

All retail employees will undergo mandatory training on age verification protocols, ID fraud detection, and regulatory compliance to ensure strict enforcement of underage sales prevention.

Training Topics Include:

- Recognizing Fake & Altered IDs
 - Employees will be trained to identify counterfeit or tampered IDs and use electronic verification tools to prevent fraud.
- Handling Underage Attempted Purchases
 - Employees will be required to immediately refuse sales to individuals who appear to be underage or fail to present valid identification

Endorsement type(s) (microbusiness/mezzobusiness):

Identify at least one endorsement type you plan to receive if you are applying for a microbusiness or two endorsements if you are applying as a mezzobusiness.

Cultivation endorsement ☒

Extraction and concentration endorsement ☐

Production of customer products endorsement ☐

Retail operations endorsement ☒

If seeking a cultivation and/or extraction and concentration endorsement, see next page:

Wastewater and waste disposal plans:

Plans for (i) wastewater and (ii) waste disposal for any cultivation or manufacturing activities.

Character limit: 4,000 for each topic

Wastewater disposal:

(i) Wastewater Management Plan

The cultivation facility at **22222 22222 22222**, North Branch, MN, operates on a **well water supply and septic system**, requiring strict **water conservation, filtration, and disposal measures** to prevent **contamination and environmental impact**.

Septic System Compliance & Water Treatment

- The facility's wastewater will be managed through a properly maintained septic system in accordance with **Minnesota Department of Health (MDH) and MPCA standards**.
- **Regular septic system inspections and pumping** will be conducted to ensure **proper function and prevent groundwater contamination**.
- **Pre-treatment filtration systems** will be installed to remove **organic matter, nutrients, and potential contaminants** before wastewater enters the septic system.

Water Use & Conservation Measures

- **Automated irrigation systems** will be used to **minimize water waste and regulate water distribution efficiently**.
- **Closed-loop watering systems** will be implemented where possible to **recapture and reuse water** for plant hydration.
- **Low-flow fixtures** will be installed in all facility sinks and employee sanitation areas to **reduce overall water consumption**.

Prevention of Water Contamination

- **No hazardous chemicals, fertilizers, or nutrient solutions** will be discharged into wastewater systems.
- A **designated wastewater containment area** will be used to **collect, treat, and safely dispose of nutrient runoff** in compliance with **MPCA water quality regulations**.
- All employees handling wastewater will receive **training on proper disposal procedures** to ensure full regulatory compliance.

Waste disposal:

(ii) Waste Disposal Plan

Wild River Cannabis will adhere to MPCA waste management protocols for the proper disposal of plant waste, packaging materials, and general business waste. The company will follow a three-tier waste management strategy: reduction, repurposing, and responsible disposal.

Cannabis Plant Waste Disposal

- All cannabis waste will be rendered unusable before disposal by mixing it with inert materials such as sawdust, soil, or other organic waste at a 1:1 ratio, per Minnesota OCM regulations.
- All plant waste will be tracked in METRC and documented for compliance.
- Secure waste storage containers will be used to prevent unauthorized access and diversion of cannabis waste.

Non-Cannabis Waste Disposal

- Biodegradable materials will be prioritized for packaging to reduce plastic waste at the retail store.
- Cardboard and paper products will be recycled through municipal recycling programs.
- Electronic waste (e-waste), such as old security equipment or computers, will be donated or recycled through certified e-waste programs.

Hazardous & Chemical Waste Disposal

- Any pesticides, fertilizers, or cleaning agents used at the cultivation site will be stored, used, and disposed of in compliance with MPCA hazardous waste regulations.
- A licensed third-party hazardous waste disposal service will be contracted if required.

Employee Training & Compliance Audits

- All staff will receive waste disposal training to ensure compliance with OCM and MPCA regulations.
- Routine waste audits will be conducted to identify areas for waste reduction and efficiency improvements.
- Waste handling procedures will be reviewed quarterly and adjusted as needed to remain aligned with state regulations.

Electricity and water use plans:

Plans for providing (i) electricity, (ii) water, and (iii) other utilities necessary for the normal operation of any cultivation or manufacturing activities.

Character limit: 4,000 for each topic

Electricity:

(i) Electricity Use & Power Supply Plan

The cultivation facility will rely on grid electricity supplied by East Central Energy (ECE), a local electric cooperative serving Chisago County, MN. To ensure stable and uninterrupted power supply, the facility will implement energy-efficient equipment, backup power solutions, and demand reduction strategies.

Power Supply & Load Capacity

- **Estimated Energy Demand:**
 - The 2,400 sq. ft. cultivation facility is expected to consume **18,000 - 22,000 kWh per month**, primarily for **LED grow lights, HVAC systems, dehumidifiers, and environmental controls**.
- **Electrical Infrastructure Upgrades:**
 - Wild River Cannabis will work with a **licensed electrical contractor** to ensure the facility meets **Minnesota State Electrical Code (MSBC Chapter 1315)** standards.
 - A **dedicated electrical subpanel** will be installed to **distribute power efficiently** between cultivation zones.
- **Backup Power Supply:**
 - To **prevent crop loss during outages**, the facility will install a **natural gas or propane-powered generator** capable of providing at least **40 kW of backup power**.
 - **Uninterruptible Power Supply (UPS)** systems will be used for critical equipment such as **environmental controls, METRC tracking systems, and security monitoring**.

Energy Efficiency Measures

To reduce operating costs and environmental impact, Wild River Cannabis will implement:

- **LED Lighting Systems:** High-efficiency LED grow lights will be used instead of traditional HPS lights, reducing energy use by up to **40 %**.
- **Automated Climate Control:** Smart thermostats and **variable-speed HVAC units** will optimize **temperature and humidity** while lowering energy consumption.
- **Off-Peak Energy Usage:** Whenever possible, non-essential electrical loads will be scheduled during off-peak hours to **reduce demand charges from the utility provider**.
- **Solar Energy Feasibility Study:** The company will explore the installation of **solar panels on-site** to offset a portion of its **electricity usage over time**.

Water:

(ii) Water Use & Supply Plan

The cultivation facility relies on a private well for its water supply. Water use will be strictly regulated to ensure efficient distribution, minimal waste, and full compliance with MPCA groundwater protection guidelines.

Projected Water Demand

- **Daily Consumption Estimate:**
 - Water use for irrigation, humidification, and cleaning is estimated at 300-400 gallons per day, or 9,000-12,000 gallons per month.
- **Water Source & Filtration:**
 - The on-site well will be tested and treated for pH balance, dissolved minerals, and microbial contaminants.
 - A reverse osmosis (RO) filtration system will be installed to ensure water purity and prevent buildup of contaminants in the irrigation system.

Water Conservation & Recycling Initiatives

- **Automated Drip Irrigation:**
 - A low-pressure drip irrigation system will be installed to reduce water waste and ensure precise moisture delivery to plant roots.
 - Automated moisture sensors will be used to adjust irrigation schedules based on real-time plant needs.
- **Water Reclamation System:**
 - Runoff water from irrigation will be captured, filtered, and reused to minimize total water consumption.
 - Condensation from dehumidifiers and HVAC units will be collected and treated for reuse, reducing overall reliance on well water.

Wastewater Compliance & Disposal

- All water discharged from the facility will comply with Minnesota Pollution Control Agency (MPCA) regulations.
- Excess water and nutrient runoff will be filtered and neutralized before entering the septic system.
- Regular water quality testing will be conducted to ensure compliance with Minnesota Well Code (MR Chapter 4725).

Other utilities:

(iii) Other Utilities & Facility Infrastructure

Wild River Cannabis will secure all necessary utility services to support normal cultivation operations, ensuring safety, efficiency, and compliance with local and state regulations.

Septic System for Wastewater Treatment

- The cultivation facility operates on a **private septic system**, which will be **regularly maintained and pumped** per MPCA wastewater guidelines.
- **No hazardous materials, fertilizers, or chemical runoff will be introduced** into the septic system.

Heating & Cooling Systems

- The facility will use a **high-efficiency HVAC system** to maintain a **stable temperature (70-80°F) and humidity (45-55%)**.
- **CO₂ enrichment systems** will be installed to **enhance plant growth** while ensuring safe air circulation for workers.

Broadband & Communication Services

- Reliable **high-speed internet service** will be installed to support **METRC inventory tracking, security monitoring, and operational software**.
- The facility will have **dedicated VoIP phone lines and secured communication channels** for internal and external business operations.

Extraction and concentration methods

Information identifying all methods (i) of extraction, concentration, or conversion that the applicant intends to use and (ii) the volatile chemicals and catalysts, if any, that will be involved in extraction, concentration, or creation.

Character limit: 4,000 for each topic

Extraction, concentration, or conversion methods:

N/A

Volatile chemicals and catalysts:

N/A

Preliminary Security Plan

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Attestation of understanding:

I attest that I will resubmit security plans that comply with final regulations upon their adoption and identification of a physical business premise as a condition to converting to a license.

Check box to confirm attestation: ☒

Security monitoring:

Plans for (i) security monitoring.

Character limit: 4,000

Security Monitoring Plan – Wild River Cannabis

Wild River Cannabis is committed to **comprehensive security monitoring** at both its **cultivation and retail locations**, ensuring **full compliance with Minnesota OCM regulations**. The security plan will **prevent theft, unauthorized access, and product diversion** through **24/7 surveillance, real-time monitoring, and rapid emergency response**.

(i) 24/7 Video Surveillance

- High-resolution **1080p security cameras** will cover **all entry points, cultivation rooms, storage areas, and retail transactions**.
- **Live monitoring** will be accessible remotely by **security personnel and management**.
- Footage will be **stored for 90 days**, as required by the **Minnesota OCM**.

(ii) Alarm & Intrusion Detection

- A **monitored alarm system** will cover **doors, windows, storage rooms, and checkout areas**.
- **Panic buttons** at sales counters and offices will allow employees to **trigger silent alarms in case of an emergency**.
- Alerts will be **automatically sent to security teams and law enforcement**.

(iii) Access Control & Perimeter Security

- **Electronic keycard access** will restrict entry to **cultivation and storage areas**, logging all employee movements.
- **Motion-activated exterior lighting and security cameras** will deter trespassing.
- **Retail entry will be monitored** with age verification and **visitor sign-ins for non-customers**.

(iv) Cybersecurity & Digital Protection

- **Encrypted cloud storage** will protect all security footage and business records.
- **Unique login credentials** will be required for security system access.
- **Regular cybersecurity audits** will identify vulnerabilities.

(v) Security Incident Reporting

- **All security breaches** will be **documented and reported to management and the OCM within 24 hours**.
- **Theft or unauthorized access** will be **immediately reported to law enforcement**.
- Internal security audits will ensure **continued compliance and risk mitigation**.

Attestation

Wild River Cannabis attests that it will implement comprehensive security monitoring to ensure compliance, safety, and theft prevention in accordance with Minnesota OCM regulations.

Security equipment:

Plans for (i) the use of security equipment.

Character limit: 4,000

Security Equipment Plan – Wild River Cannabis

Wild River Cannabis will implement state-of-the-art security equipment at both its cultivation and retail locations, ensuring full compliance with Minnesota OCM regulations. The security infrastructure will include video surveillance, alarm systems, access control measures, and intrusion detection to protect personnel, cannabis inventory, and cash handling areas.

(i) Video Surveillance System

- 1080p high-resolution security cameras will cover all entry/exit points, cultivation areas, product storage, cash-handling locations, and retail transaction zones.
- Cameras will be motion-activated and continuously recording, with infrared night vision for low-light monitoring.
- All video footage will be stored for a minimum of 90 days, as required by the Minnesota OCM.

(ii) Alarm System & Intrusion Detection

- A monitored alarm system will protect against unauthorized access, forced entry, and tampering.
- Door and window sensors will trigger alarms if unauthorized access is detected.
- Silent panic alarms will be installed at retail registers and secure employee areas for emergency activation.

(iii) Access Control & Keycard System

- Electronic keycard access will restrict entry to cultivation rooms, storage areas, and cash-handling spaces.
- Access logs will be maintained to track employee movement and prevent unauthorized entry.
- Biometric authentication or PIN-based systems may be implemented for additional security.

(iv) Perimeter Security Measures

- Exterior motion-activated lighting will deter unauthorized activity after hours.
- Perimeter fencing and gated entry will restrict access to the cultivation site.
- Retail storefront security will include reinforced doors, windows, and visible deterrents.

(v) Cybersecurity Protection

- Encrypted cloud storage will protect surveillance footage and security data.
- Firewall protection and secure networks will prevent hacking or unauthorized access to security systems.
- Unique login credentials with multi-factor authentication will be required for system access.

(vi) Security Equipment Maintenance & Testing

- Quarterly inspections will ensure all security systems function properly.
- Backup power sources will maintain security operations during outages.
- Equipment failures will be immediately reported, documented, and repaired.

Preliminary SOP Quality Assurance

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Attestation of understanding

I attest that I will resubmit standard operating procedures for quality assurance that comply with final regulations upon their adoption and identification of a physical business premise as a condition to converting to a license.

Check box to confirm attestation: ☒

Quality assurance standard operating procedures:

Standard operating procedures for quality assurance that include three (3) topics relevant to the specific license type. Plans may include, but are not limited to, procedures for the safe handling of cannabis or cannabis products, procedures for identifying errors or problems with handling of cannabis or cannabis products, procedures for taking corrective action for remedying errors with the handling of cannabis or cannabis products, or a related topic identified by the applicant.

Character limit: 4,000 for each topic

Topic 1:

Quality Assurance Standard Operating Procedures – Wild River Cannabis

Wild River Cannabis is committed to maintaining the **highest standards of product quality, safety, and regulatory compliance** at both its **cultivation and retail operations**. To ensure consistency, all cannabis products will undergo **strict quality control measures, error identification protocols, and corrective action procedures** before distribution.

(i) Safe Handling & Product Integrity

Wild River Cannabis will implement **rigorous handling protocols** to prevent **contamination, degradation, or damage to cannabis products** during cultivation, processing, and retail operations.

Cultivation Handling Procedures

- Employees will follow **strict sanitation protocols**, including **handwashing, wearing gloves, and using sterilized tools** before handling plants.
- **Harvested flower will be transported in sanitized, sealed containers** to prevent contamination.
- **Humidity and temperature-controlled storage** will maintain product integrity.

Retail Handling Procedures

- Cannabis products will be stored in **secured, climate-controlled environments** to prevent degradation.
- Employees will use **non-contact handling methods (tongs or gloves)** when dealing with open product displays.
- **Expired or damaged products will be removed immediately**, and disposal will be documented for compliance.

Product Labeling & Packaging Compliance

- All products will be labeled per **Minnesota OCM packaging requirements**, including:
 - **Batch numbers & expiration dates**
 - **Cannabinoid potency levels**
 - **Health and safety warnings**
- **Tamper-evident and child-resistant packaging** will be used for all retail products.

Topic 2:

(ii) Identifying Errors & Quality Control Inspections

Wild River Cannabis will **perform routine quality control checks to identify and document any product inconsistencies, errors, or defects** before sale or distribution.

Cultivation Quality Inspections

- **Daily plant health monitoring** will identify signs of mold, pests, or nutrient deficiencies.
- **Lab testing results will be reviewed for compliance** before any product is processed for retail sale.

Retail Quality Control

- **Incoming shipments will be checked against purchase orders** to verify accuracy.
- Employees will inspect for **broken packaging, incorrect labeling, or tampered products** before stocking shelves.
- A **designated Quality Assurance Manager** will review all **sales floor and storage inventory weekly** for compliance.

Testing & Compliance Review

- **All cannabis products must pass third-party lab testing** for potency, contaminants, and pesticides before retail sale.
- Any product **failing to meet quality standards will be quarantined and investigated** before corrective action is taken.

Topic 3:

(iii) Corrective Action & Incident Resolution

When errors or product defects are identified, Wild River Cannabis will take immediate corrective action to prevent future issues.

Incident Reporting & Documentation

- Employees must report any suspected product contamination, labeling errors, or quality issues to management immediately.
- All incidents will be logged, including the nature of the issue, corrective action taken, and resolution date.

Product Recall & Removal Procedures

- If a product recall is required, Wild River Cannabis will:
 - Notify the OCM immediately and document affected batches.
 - Contact all distributors and customers with recall instructions.
 - Remove all affected products from inventory and ensure proper disposal.

Employee Training & Preventative Measures

- All employees will receive annual training on quality assurance procedures to ensure they can identify and respond to quality concerns.
- Any identified issue will be reviewed to determine if policy adjustments or additional training are required.

Disclosure of Ownership and Control

Applicant Name

Applicant Business Name Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Name(s) of owner/officer/director/manager/general partner:

List the full legal name of **each** owner, officer, director, manager, or general partner of the business.

Example: John Jack Doe, owner

James Richard Rayer, Owner

Ownership interest in cannabis businesses:

A statement from the applicant and, if the applicant is a business, from **every** officer, director, manager, and general partner of the business, indicating whether that person has previously held, or currently holds, an ownership interest in a cannabis business in Minnesota, any other state or territory of the United States, or any other country. If none, put N/A. *This should include all individuals listed on the previous page (Criterion 1) and listed on the applicant's capitalization table, including the applicant.*

Example: Owner: John Doe, 25% owner of Green Leaf Dispensary - California, United States

Character limit: 4,000

Funding sources:

Provide an explanation detailing the funding sources used to finance the business.

Example: Personal savings of \$50,000, bank loan of \$100,000 from XYZ Bank.

Character limit: 4,000

List of operating and investment accounts:

Provide a list of operating and investment accounts for the business, including any applicable financial institution and account number. If none, put N/A.

Example: Operating account at ABC Bank, account number 12345678.

Character limit: 4,000

N/A

Any violations of license agreements or laws:

Disclose any violation of a license agreement or a federal, state, or local law or regulation committed by the applicant or any true party of interest in the applicant's business that is relevant to business and working conditions. If none, put N/A.

Example: John Doe, delinquent on annual XYZ license fees in 2019, resolved with a \$5,000 fine and payment of fees.

Character limit: 4,000

N/A

List of each outstanding loan and financial obligation:

List each outstanding loan and financial obligation obtained for use in the business, including the loan amount, loan terms, and name and address of the creditor. If none, put N/A.

Example: \$50,000 loan from XYZ Bank, five-year term at 4% interest, 123 Main St, City, State, ZIP.

Character limit: 4,000

N/A

Officer or managing agent signatures:

If the applicant is a corporation, provide the signature of at least two officers or managing agents of that entity.

Note: only entities that are either incorporated under Minnesota Statutes, Chapter 302A, or are a corporation incorporated in another state and registered with the Minnesota secretary of state under Minnesota Statutes, Chapter 303, are required to provide two signatures.

Example: Signature of CEO John Doe, Signature of CFO Jane Smith

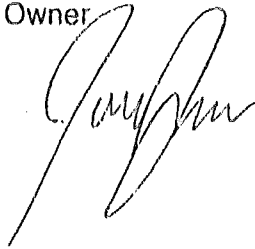
James Richard Rayer

Name:

Owner

Position:

Signature:



Name:

Position:

Signature:

Preliminary Training and Educational Plan for Employees

Applicant Name	Wild River Cannabis LLC
Applicant Business Name	Wild River Cannabis LLC

Document attachment area in Accela Citizen Portal:

After reaching **Step 3: Documents** in the application, select **Add** to upload each required attachment relevant to your application.

Training and education plans:

A plan to provide training and education to all employees upon the start of their employment and on an annual basis that includes three (3) topics relevant to the specific license type. Plans may include, but are not limited to workplace safety, workplace hygiene, respectful workplace practices, or a related topic identified by the applicant.

Character limit: 4,000 for each topic

Topic 1:

(i) Workplace Safety Training

Wild River Cannabis will implement a robust workplace safety training program to ensure a safe working environment for all employees in compliance with OSHA and Minnesota state regulations.

Safety Training Objectives

- Employees will learn hazard identification and risk mitigation strategies for both cultivation and retail environments.
- Emergency response protocols will be covered, including fire safety, first aid, and evacuation procedures.

Cultivation Facility Safety Procedures

- Employees will be trained on the safe handling of equipment, lighting systems, and environmental controls.
- Proper PPE usage (gloves, masks, goggles) will be mandatory when handling plants, fertilizers, or chemicals.
- Ventilation and CO₂ safety protocols will be reviewed to prevent oxygen depletion risks.

Retail Storefront Safety

- Employees will receive security training on handling cash transactions, preventing theft, and responding to security threats.
- Slip, trip, and fall prevention measures will be enforced to reduce workplace injuries.

Incident Reporting & Compliance

- All workplace accidents or safety concerns must be reported immediately to management and documented.
- The company will conduct quarterly safety audits to ensure compliance with Minnesota workplace safety standards.

Topic 2:

(ii) Workplace Hygiene & Sanitation Training

All employees will be trained on **proper hygiene and sanitation protocols** to ensure a **clean, compliant, and safe working environment**.

Hygiene & Cleanroom Protocols

- Employees working in cultivation will be required to **wash hands, wear clean uniforms, and use disposable gloves** before handling cannabis plants.
- **Restricted access areas (such as grow rooms and processing areas)** will have **sanitation stations** to prevent cross-contamination.
- Employees must **sanitize tools and equipment** before and after use.

Retail Sanitation & Handling Procedures

- Employees will be trained on **proper storage and handling of cannabis products** to maintain product integrity.
- **Cleaning schedules** for retail display cases, packaging areas, and storage rooms will be strictly enforced.
- Employees will be required to **sanitize workstations and high-contact surfaces** throughout the day.

Preventing Product Contamination

- Employees will be trained to **recognize signs of product contamination** and **immediately report any compromised inventory**.
- All **returned or damaged products** will be **securely stored and logged** for proper disposal.

Topic 3:

(iii) Regulatory Compliance & Ethical Conduct

Wild River Cannabis will ensure that all employees understand **Minnesota's cannabis laws, compliance standards, and ethical business practices.**

Compliance Training

- Employees will be trained on **METRC seed-to-sale tracking requirements**, ensuring all product movements are **accurately logged and monitored**.
- Retail staff will receive **customer verification training**, ensuring **no sales are made to individuals under 21 years old**.

Ethical Business Practices

- Employees must **adhere to strict confidentiality policies**, protecting **customer and business data**.
- Employees will be required to **disclose any conflicts of interest** and **adhere to anti-diversion policies** to prevent product misuse.

Ongoing Education & Annual Refresher Training

- **Annual compliance training will be required** to keep employees informed of any changes in **state laws or company policies**.
- Employees will receive **performance evaluations** to ensure continued adherence to training standards.

#VALUE!

Capitalization Table Overview & Instructions

Overview

Applicants must provide the OCM with a capitalization table that reflects all true parties of interest. This capitalization table **MUST** match the ownership percentages of the proposed entity at the time of application. If any entities of interest have been identified as holding ownership interest in the proposed entity, **you must include a capitalization table for that entity as well in a new tab. Each capitalization table must identify 100% of the ownership of any entity identified.**

Direct and Indirect Ownership

Applicants are responsible for disclosing any individual with ownership interest in the proposed entity. The capitalization table(s) **MUST** equate to 100% ownership, and include all owners, even if they are publicly traded companies. **Applications that are unable to identify all natural persons for proposed true parties of interest ownership of the license will not be considered by the OCM.**

Instructions - Requirements

The capitalization table(s) must be submitted using the template provided by the OCM. Capitalization tables with errors identified within the sheet may not be considered by the OCM. Applicants are strongly encouraged to download the capitalization table in Excel. Please do not download or submit the capitalization table in PDF format. **The templates may not be altered by the applicant.**

Any entity with direct or indirect ownership interest in the proposed licensed entity MUST submit a capitalization table in a new tab for that entity using the OCM provided template. The primary capitalization table for the proposed license must be located in the "Cap Table 1 - Primary" tab of this sheet. Each additional capitalization table for the business entities holding ownership interest in the proposed primary capitalization table must be located in the additional tabs titled "Cap Table 2 - ENTITY NAME," "Cap Table 3 - ENTITY NAME," etc. For each tab, please replace "ENTITY NAME" with the name of the entity for which the capitalization table is for (ex: "Cap Table 2 - Corporation X"). To rename the tab, right-click the desired tab, select "Rename" and replace "ENTITY NAME" with the name of the appropriate business/persons. If the applicant is NOT a publicly traded business, this process must be repeated until only natural persons are identified. In each cap table, cell D7 will auto-populate the amount of additional capitalization tables you will need to provide in the workbook.

Additional Tabs: If more tabs are needed than what is provided in the template, right-click one of the cap table tabs, click "Move or Copy...", check the "Create a Copy" box and a new tab will be created that contains the proper capitalization table template. Please rename this tab using the naming convention described above. If you are using Google Docs, right-click one of the cap table tabs and select "Duplicate."

Applicants applying for a license preapproval or as a verified social equity applicant must ensure the capitalization table reflects at least 65% social equity ownership through reporting Social Equity Certification Report Numbers.

NOTE: The statutory language uses the term "ownership control," which would include both financial interest and governance control. The statutory requirement that 65% of the controlling ownership of the business entity be controlled by persons verified as social equity applicants was created to allow social equity applicants to access capital not held by traditional banks. The legislature also created a true party of interest section to help prevent

Statutory Terms Defined

"Direct owner" means an individual, business entity, or trust that holds shares, units, or a percentage holding in the applicant entity.

"Indirect owner" means an individual, business entity, or trust that holds shares, units, or a percentage holding in an entity other than the applicant entity who has control over entities directly owning or controlling the applicant.

"Ownership interest" means a direct or indirect equity interest in an applicant for a cannabis license, including in its shares or stock.

State of Minnesota

County of Chisago

City of North Branch

CITY COUNCIL RESOLUTION NO.242-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH BRANCH APPROVING THE CANNABIS RETAIL REGISTRATION APPLICATION FOR WILD RIVER CANNABIS LLC

WHEREAS, the City of North Branch has adopted Ordinance No. 381-24, creating Chapter 18 Business, Article XII Cannabis Regulation, to implement the provisions of Minnesota Statutes Chapter 342 and regulate cannabis businesses within the City's legal boundaries; and

WHEREAS, Wild River Cannabis LLC (hereinafter "Applicant") has submitted a Cannabis Retail Registration Application to the City of North Branch in accordance with the requirements of Ordinance No. 381-24; and

WHEREAS, the City Administrator or their designee is responsible for the administration and enforcement of said Ordinance; and

WHEREAS, the City of North Branch has conducted a preliminary compliance check to ensure the Applicant's compliance with local ordinances, including zoning ordinances, state fire code, and building code, as required by Minnesota Statutes §342.13(f) and Ordinance No. 381-24; and

WHEREAS, the Applicant has provided a copy of a valid state license or written notice of Office of Cannabis Management (OCM) license preapproval, along with the required registration fee, as stipulated in Section 18-367 of Ordinance No. 381-24; and

WHEREAS, the proposed cannabis retail business does not exceed the maximum number of registered cannabis retail businesses permitted under Section 18-377 of Ordinance No. 381-24; and

WHEREAS, the Applicant has demonstrated compliance with all applicable requirements of Ordinance No. 381-24, including but not limited to, minimum buffer requirements, hours of operation, and zoning and land use regulations; and

WHEREAS, a state-licensed cannabis retail business application that meets the requirements of Ordinance No. 381-24 shall be approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Branch, Minnesota, as follows:

1. The Cannabis Retail Registration Application for Wild River Cannabis LLC is hereby APPROVED.
2. The City Administrator is authorized to issue a Retail Registration to Wild River Cannabis LLC upon fulfillment of all remaining conditions and requirements set forth in Ordinance No. 381-24.

Adopted this _____ day of _____, 2025.

CITY OF NORTH BRANCH

By: Kevin Schieber, Mayor

ATTEST:

Tonya Kostuch, City Clerk



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 10/07/2025

Board & Commission: City Council

Subject: Approval of Resolution R-235-2025 authorizing a letter of support for Veteran's Memorial

Background:

The City has been requested to provide a letter of support for the Veteran's Memorial Committee in an effort to bolster the fundraising and future grant applications for development of the Memorial. Administration has provided a resolution and exhibit A, the letter of support, for review and approval by the City Council.

Requested Action:

Motion and second to approve Resolution R-235-2025 authorizing the City to provide a letter of support to the Veteran's Memorial Committee

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-235-2025

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH BRANCH,
APPROVING A LETTER OF SUPPORT FOR THE VETERAN'S MEMORIAL COMMITTEE.

WHEREAS, The City of North Branch wishes to express enthusiastic support for the Veteran's Memorial Committee in their noble endeavor to raise funds and procure grants for the development of the Veteran's Memorial; and

WHEREAS, the creation of a Veteran's Memorial is a profound and lasting way to honor the sacrifices and dedication of our brave service members, serving as a permanent reminder of their commitment to our nation and providing a place for reflection, remembrance, and gratitude for generations to come; and

WHEREAS, the Veteran's Memorial Committee has demonstrated remarkable dedication and vision in spearheading this important project, and their efforts to secure the necessary resources are commendable; and

WHEREAS, the City of North Branch believes this memorial will be a significant asset to our community, fostering a deeper appreciation for our veterans; and

WHEREAS, the Memorial, when completed, will reside permanently in our beloved Central Park, right in the heart of the North Branch community;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of North Branch that they hereby approve the letter of support for the Veteran's Memorial Committee.

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of North Branch that they hereby authorize the Mayor and City Administrator to take all actions necessary, including the signing of documents and legal papers, in order to carry out the intent and purposes of such letter of support on behalf of the City.

Ex. A – Letter of Support

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

October 14, 2025

Subject: Letter of Support for the Veteran's Memorial Committee

To Whom It May Concern,

The City of North Branch is writing to express enthusiastic support for the Veteran's Memorial Committee in their noble endeavor to raise funds and procure grants for the development of the Veteran's Memorial.

The creation of a Veteran's Memorial is a profound and lasting way to honor the sacrifices and dedication of our brave service members. It serves as a permanent reminder of their commitment to our nation and provides a place for reflection, remembrance, and gratitude for generations to come.

The Veteran's Memorial Committee has demonstrated remarkable dedication and vision in spearheading this important project. Their efforts to secure the necessary resources are commendable, and the City of North Branch believes this memorial will be a significant asset to our community, fostering a deeper appreciation for our veterans. When completed, the Memorial will reside permanently in our beloved Central Park, right in the heart of the North Branch community.

Thank you for your time and consideration of this vital project.

Sincerely,

Kevin Schieber
Mayor, City of North Branch



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 10/07/2025

Board & Commission: City Council

Subject: Approval of Resolution R-238-2025 providing for an irrevocable appropriation of funds

A Resolution providing for an irrevocable appropriation of funds on hand for the payment of principal and interest on general obligation tax increment bonds (series 2017C) and the Minnesota Public Facilities Authority bonds in 2026.

This will allow the City to use TIF generated revenue for the 2026 payments related to the General Obligation Tax Increment Bonds, Series 2017C. This includes principal and interest totaling \$62,113.13.

The City would use money available in the Water Fund for the 2026 payments related to the Minnesota Public Facilities Authority Bonds. This includes principal and interest totaling \$571,308.95.

For tracking purposes, Chisago County has requested this action to be approved by the City Council to acknowledge that these two bonds are not included in the levy. The intent of the City is to use available resources to make these payments in 2026.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-238-2025

A RESOLUTION OF THE CITY OF NORTH BRANCH, MINNESOTA, PROVIDING AN IRREVOCABLE APPROPRIATION OF FUNDS ON HAND IN THE APPROPRIATE FUNDS FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON ITS GENERAL OBLIGATION TAX INCREMENT BONDS, SERIES 2017C AND ITS MINNESOTA PUBLIC FACILITIES AUTHORITY BONDS

WHEREAS, the City of North Branch, Minnesota (the "City"), has outstanding its General Obligation Tax Increment Bonds, Series 2017C (the "Bonds") and its Minnesota Public Facilities Authority Bonds (the "Bonds"); and

WHEREAS, the payment of principal and interest on the Bonds requires a levy of \$62,113.13 and \$571,308.95 in 2025 for collection in 2026, respectively; and

WHEREAS, the City has funds on hand in its debt service fund and the sewer fund for the Bonds and MN PFA that are sufficient to make the required bond payment due in 2026; and

WHEREAS, the City Council deems it to be in the best interest of the City and its taxpayers to irrevocably appropriate such funds on hand in the appropriate funds for the payment of the Bonds and to reduce the levy for the Bonds to \$0 for collection in 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Branch, Minnesota, as follows:

1. The City hereby irrevocably appropriates the sum of \$62,113.13 from funds on hand in its debt service fund for the General Obligation Tax Increment Bonds, Series 2017C, to be used solely for the payment of principal and interest on said Bonds due in 2026.
2. The City hereby irrevocably appropriates the sum of \$571,308.95 from funds on hand in its sewer fund for the Minnesota Public Facilities Authority Bonds, to be used solely for the payment of principal and interest on said Bonds due in 2026.
3. The levy for the General Obligation Tax Increment Bonds, Series 2017C and the Minnesota Public Facilities Authority Bonds for collection in 2026 is hereby reduced to \$0.
4. The proper City officials are hereby authorized and directed to take all further actions necessary to carry out the intent of this Resolution.

Adopted by the City Council of the City of North Branch, Minnesota, this ____ day of _____, 2025.

CITY OF NORTH BRANCH, MINNESOTA

By: _____
Kevin Schieber, Mayor

ATTEST:

By: _____
Tonya Kostuch, City Clerk



Prepared By: Ryan Saltis, City Planner

Presenter: Nathan Sondrol, Community Development Director

Date: 10/08/2025

Board & Commission: Parks, Trails and Open Space Commission

Subject: Approval of Resolution R-239-2025 Approving Special Event Permit for the Space Race Disc Golf Tournament at Harder Park

Background Info

A Special Event Permit Application has been submitted for a disc golf tournament to take place at the Harder Park Disc Golf Course on Saturday October 25th. The event proposes to use the existing facilities at the park including the pavilion. The event is proposed to take place starting at 5 P.M, with time dedicated to set up and clean up before and after the event.

The tournament is titled a “Space Race Disc Golf Tournament” with plans to illuminate tee boxes and disc golf baskets/goals with glow in the dark features. Based on discussion with the applicant and the completed permit application, this will be the only feature that will alter the facilities at the park. There are no plans to have signage, vendors, entertainment, sound, stages, tents etc. The use of the pavilion is expected to be sufficient for this scale of event.

The applicant has been in contact with the North Branch Disc Golf Association for the event and will be providing a certificate of insurance them.

The PTOS Commission reviewed the request at their meeting on October 6, 2025 and recommended approval of the request.

Requested Action

Approval of Resolution R-239-2025 approving the Space Race Disc Golf Tournament at Harder Park

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-239-2025

A RESOLUTION APPROVING A SPECIAL EVENT PERMIT FOR THE SPACE RACE DISC GOLF TOURNAMENT AT HARDER PARK IN THE CITY OF NORTH BRANCH, MINNESOTA

WHEREAS, the City of North Branch requires a Special Event permit for any event open to the general public held upon on public or privately owned property and will nevertheless affect or impact the ordinary and normal use by the general public of public property or public rights-of-way within the vicinity of the event; and

WHEREAS, the event(s) will take place on October 25, 2025, from approximately 3pm to 8 pm; and

WHEREAS, City staff have reviewed the application and found no issues that would warrant its denial; and

NOW THEREFORE, BE IT RESOLVED BY THE NORTH BRANCH city council that the special event permit for the Space Race Disc Golf Tournament in Harder Park on October 25, 2025, IS HEREBY Approved, subject to the following conditions.

1. The applicant shall provide a certificate of insurance listing the city as additional insured.
2. The special event permit, once issued, may be revoked, following notice and hearing, upon a finding by the city council that the property and/or use is not in compliance with the conditions of approval.

Passed by the City Council of North Branch, Minnesota this 14th day of October 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Prepared By: Ryan Saltis, City Planner

Presenter: Nathan Sondrol, Community Development Director

Date: 10/06/2025

Board & Commission: Parks, Trails and Open Space Commission

Subject: Special Event Permit Application – Space Race Disc Golf Tournament

A Special Event Permit Application has been submitted for a disc golf tournament to take place at the Harder Park Disc Golf Course on Saturday October 25th. The event proposes to use the existing facilities at the park including the pavilion. The event is proposed to take place starting at 5 P.M, with time dedicated to set up and clean up before and after the event.

The tournament is titled a “Space Race Disc Golf Tournament” with plans to illuminate tee boxes and disc golf baskets/goals with glow in the dark features. Based on discussion with the applicant and the completed permit application, this will be the only feature that will alter the facilities at the park. There are no plans to have signage, vendors, entertainment, sound, stages, tents etc. The use of the pavilion is expected to be sufficient for this scale of event.

The applicant has been in contact with the North Branch Disc Golf Association for the event. It is expected that the Disc Golf Association would give permission in written form to the applicant to use the course for the tournament.

Voting Requirements:

Voting Options Simple Majority



CITY OF NORTH BRANCH

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION

Group/Organization :			
Contact Person:	Jason Kleschult		
Address:	6779 378 th St. North Branch, MN 55056		
Phone:	612-743-4558	Email:	j.kleschult@gmail.com

EVENT INFORMATION

Type of Event:	New or Renewal/Change in Application		
Event Name/Title:	Space Race at Harder Park		
Description of Event:	disc golf tournament		
Proposed Location:	Harder Park Disc Golf Course	Estimated Attendance:	less than 50
Event Date and Time	Date	Time	
Set Up	10/25/25	3:00 PM	
Actual Event	10/25/25	5:00 PM	
Clean Up	10/25/25	8:30 PM	

EVENT FEATURES

Will any signs/banners be put up? <i>If yes, number and size?</i>	
Will there be any inflatables? <i>If yes, provide insurance certificate from rental vendor. Note: No staking is allowed! Must use weights or other.</i>	No
Will there be any entertainment? <i>If yes, what type?</i>	No
Will sound amplification be used? <i>If yes, hours and type:</i>	No
Will a stage or tent(s) be set up? <i>If yes, Include size and dimensions, Note: No staking is allowed! Must use weights or other.</i>	No
Will merchandise be sold? <i>If yes, a transient merchant license is required from the city. Please include how many vendors:</i>	No
Will food be preparer or served on site? <i>If yes, contact Minnesota Department of Health</i>	No
Will alcohol be served? <i>If yes, contact the Minnesota Department of Health.</i>	No
Will there be a fireworks display? <i>If yes, obtain permit from City Hall.</i>	No

SERVICES (After reviewing the event application, Services *may be required* for the event)

Will event Use, Close or Block any of the following: City Streets or Right-of-Way City Sidewalks or Trails Public Parking Lots or Spaces	No
Will event need barricades? If yes, number needed.	No
Will event need water or electric? If yes, please describe.	Yes, electricity for the picnic shelter lights No, water
Will portable restrooms be needed? If yes, how many.	
Will extra trash receptacles be needed? If yes how many? Note: Receptacles placed on pavement must have 2" thick wood material placed underneath receptacle touch points.	No
Describe trash removal and cleanup during and after the event.	
Will event need traffic control? If yes, contact North Branch Police Department, 651-674-8848	No
Describe crowd control procedure to ensure the safety of participants and spectators:	
Will "No Parking Signs" be needed? If yes, how many?	No
Will event need security? If yes, list security company and contact info:	No
Will event need EMS? If yes, contact Lakes Region EMS, 651-277-4911	No
Describe plans to provide first aid if needed:	
Describe the Emergency Action Plan if severe weather should arrive:	
List any other pertinent information: (Animals, etc.)	

ATTACHMENTS (please attach additional sheets as needed)**Site Plan**

(This is mandatory for all events. Include any tables, stages, tents, fencing, portable restrooms, vendor booths, trash containers, barricades, etc. If the event includes a parade, race or walk, attach a route map with directional arrows, rest stops, crossings, signage, etc.)

Certificate of Insurance

(Include: Policy Number, Amount and Provisions that the City of North Branch is included as additional insured. The insurance requirements depend on the risk level of the event and are determined by the City.)

Permits

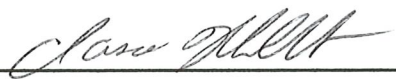
(Department of Health, Transient Merchant, Peddlers License, etc.)

Signatures

(All signatures from properties affected, i.e. Street Closure all properties that have vehicle access)

Proof of Non-Profit Status**HOLD HARMLESS AGREEMENT**

The sponsor(s) of this event hereby agrees to save and hold harmless the City of North Branch, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting or arising from this activity. As the sponsor or authorized representative, I certify that the information is provided as accurate and true to the best of my knowledge and agree to pay the permit fee for this event based upon the information provided in this application. I realize my submittal of this application request constitutes a contract between myself and the City of North Branch and is a release of Liability.


Signature of Applicant or Authorized Agent

9/23/25
Date

For Office Use Only

DEPARTMENT	APPROVAL SIGNATURE	DATE
City Administrator		
Public Works		
Police		
Parks		
Fire		

<u>Application Fee</u>	<u>Damage Deposit</u> \$100	<u>Date Received</u>	<u>Check #</u>	<u>Receipt #</u>
<u>Attendance</u>	<u>0-100</u>		<u>101 +</u>	
<u>Resident</u>	\$0		\$100	
<u>Non-Resident</u>	\$50		\$100	

[illegible]



City of North Branch Staff Report

Prepared By: Justin Messner, City Engineer

Date: October 8, 2025

Subject: Northwest Old Town Street & Utility Improvement Project

Introduction

Attached for your consideration is a resolution ordering the preparation of a feasibility report for the Northwest Old Town Street and Utility Improvement Project.

This project proposes the following locations for street and utility reconstruction:

- Cedar Street (Elmwood Terrace Apartments to Branch Avenue)
- Elm Street (Oakview Avenue to 8th Avenue)
- 10th Avenue (TH 95 to Cedar Street)
- 11th Avenue (Elm Street to Cedar Street)
- 12th Avenue (TH 95 to Cedar Street)

Background Information:

The City Council previously considered advancing this project in both 1995 and 2005; however, high assessment costs prevented its implementation on both occasions. Since then, the Council has updated the assessment policy to ensure compliance with current Minnesota State Statute 429.

The scope of the proposed project encompasses improvements to streets, drainage, and much needed water system replacement. Although the existing sanitary sewer system is generally regarded as being in good condition for its age, it will undergo evaluation for cured-in-place lining to extend its service life prior to the construction of a new roadway. Additionally, sidewalk improvements will be assessed to determine optimal placement.

Funding/Financing:

The feasibility report will detail project costs, but initial estimates place the cost at \$5 to \$5.5 million. Funding may come from Municipal State Aid Roadway Funds, City utility funds, special assessments, and 429 assessment bonds.

Next steps:

- Council Authorizes FeasibilityOctober 14, 2025
- Council Accepts Feasibility.....November 11, 2025
- 1st Public Informational MeetingNovember 2025
- Public Hearing on Improvements/Auth Final DesignDecember 9, 2025
- 2nd Public Informational MeetingFebruary 2026
- Council Approves Plans/Auth Ad for BidFebruary 24, 2026
- Open Bids / Compute Assessments.....March 2026
- 3rd Public Informational MeetingApril 2026
- Public Hearing / Award Contract.....April/May 2026
- Award Sale of BondsMay 2026
- Begin ConstructionJune 2026
- Final CompletionOctober/November 2026

Other Pertinent Information:

- ***Advantages***
- ***Disadvantages***

Financial/Budget Impacts (If Any):

- ***Funding Sources*** - As shown above
- ***Long-Term & Short-Term Costs***

Deadline: N/A

Staff Recommendation:

1. Motion authorizing preparation of a feasibility report for the Northwest Old Town Street and Utility Improvement Project.
2. Motion approving attached engineering proposal with WSB Engineering.

Voting Requirements: Majority vote.

Attachments:

1. WSB Proposal

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-244-2025

A RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT FOR THE NORTHWEST OLD TOWN STREET AND UTILITY IMPROVEMENT PROJECT

WHEREAS, the following locations are proposed for improvement:

- Cedar Street (Elmwood Terrace Apartments to Branch Avenue)
- Elm Street (Oakview Avenue to 8th Avenue)
- 10th Avenue (TH 95 to Cedar Street)
- 11th Avenue (Elm Street to Cedar Street)
- 12th Avenue (TH 95 to Cedar Street)

WHEREAS, a portion of the cost of the improvements are to be assessed to the benefited properties, pursuant to Minnesota Statutes Chapter 429.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, that the proposed improvement be referred to WSB for study and that they are instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection other improvements, and the estimated cost of the improvement as recommended.

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the City Clerk dated this 14th day of October 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

SCOPE OF SERVICES

Northwest Old Town Street and Utility Improvement Project

FOR THE CITY OF NORTH BRANCH



October 2, 2025

Mr. Matthew Hill
City Administrator
City of North Branch
6408 Elm Street
North Branch, MN 55056

Re: Northwest Old Town Street and Utility Improvement Project
Work Plan – Preliminary Design Services

Dear Mr. Hill,

As requested, the following work plan outlines the scope of services and the associated engineering fee necessary to complete the Northwest Old Town Street and Utility Improvement Project preliminary design and topographic survey.

Enclosed you will find a proposal to complete the tasks associated with the Northwest Old Town Street and Utility Improvement Project. The proposal includes an hourly breakdown to complete each of the tasks associated with the project.

We appreciate the opportunity to provide you with this proposal and we are again looking forward to working with you and your staff toward the completion of these projects. Please feel free to contact me directly with any questions or concerns you may have.

If you have questions about the content of this scope of services, please feel to reach out at jmessner@wsbeng.com or 612.388.9652.

Sincerely,

WSB

Justin Messner, PE
Director of Municipal Services



PROJECT UNDERSTANDING

It is our understanding that the City of North Branch seeks to reconstruct the streets, storm drainage improvements and storm water detention along Cedar Street, Elm Street, Twelfth Avenue, Eleventh Avenue and Tenth Avenue. Additional improvements include trunk water main and sanitary sewer remediation.

A feasibility report was previously prepared in 2005. As part of the preliminary design scope, the previous report will be updated as follows:

- Proposed street widths will be modified to match more closely to what exists today.
- Estimated project costs were updated to reflect anticipated 2026 construction costs.
- The preliminary assessment roll will be updated to reflect the current property owners and meet the updated city assessment policy.

The following scope of services is being offered to successfully complete feasibility report and topographic survey of the project area.

PROJECT APPROACH/SCOPE OF SERVICES

The tasks described below have been developed to provide preliminary design and data collection services consistent with City standards and expectations.

Task 1 | Data Collection

WSB will collect existing information necessary to complete the design for this project. Scope of work for this task includes:

- Gopher State One Call - WSB will submit a Gopher State One Call Ticket for the project areas to assemble utility information which will be shown on the plans. WSB will facilitate one preliminary small utility coordination meeting to comply with Minnesota State Statute 216D.04.
- Topographic Survey - WSB will perform a field control survey and develop horizontal and vertical control points at convenient intervals throughout the project corridor. We will provide shot data for all topographic features including but not limited to trees, tree lines, roadway edges, private and public utility locations, hydrants, manholes, catch basins, inverts of flared end sections, culverts, street signs, property corners, etc.

Task 2 | Preliminary Design

WSB will prepare a feasibility report conforming with Minnesota State Statute Chapter 429. This includes the following:

- Project administration, internal coordination with design team, and coordination with the City.
- Update assessment roll to match current city assessment policy.
- Review and update cost estimate with 2026 construction costs.
- Prepare materials for and attend one neighborhood meeting.
- Attend the council meeting receiving the feasibility report and improvement hearing as part of the assessment process.

SCHEDULE

It is understood that the grant funding received for this project requires the project to be completed during the 2025 summer construction season. To meet the desired project completion date, we propose the following schedule:

Data collection & topographic survey.....	October - November 2025
Council Receives Feasibility Report	November 11, 2025



Public Hearing on Proposed Improvements/Council Authorizes Final Design	December 9, 2025
Final Design	December - February, 2026
Bid opening	March 2026
Begin construction.....	June 2026
Project closeout.....	December 2026

PROPOSED FEE

WSB will provide the services as outlined in Project Approach / Scope of Services. Our budget was developed based on our understanding of the scope and experience with similar types of projects. The following is a summary of the costs for each phase of the project:

Task	Description	Fee
1	Data Collection	\$18,864
2	Preliminary Design	<u>\$18,468</u>
	Total	\$37,332

Based on the proposed task hour budget, WSB will complete the scope of services previously discussed on an hourly basis for an estimated fee of **\$37,332**. If additional work outside of the above-described scope is determined to be necessary, it will proceed only after City approval. This additional work would be billed on an hourly basis in accordance with the WSB 2025 Fee Schedule.

ACCEPTANCE

This letter represents our entire understanding of the project scope. All work under this letter proposal will be governed by the Professional Services Agreement entered into between the City of North Branch and WSB on January 4, 2022. If the scope and fee appear to be appropriate, please sign on the space provided and return one copy to our office. We are available to begin work once we receive signed authorization.

ACCEPTED BY:

City of North Branch:

I hereby authorize WSB to proceed with the above-referenced work under the terms and conditions of the Professional Services Agreement entered into between City of North Branch and WSB on January 4, 2022.

Signature: _____

Name/Title: _____

Date: _____



Estimate of Cost
City of North Branch, MN
Professional Engineering Services
Northwest Old Town Street and Utility Improvements
Preliminary Design

Task Description	Estimated Hours							Cost
		Project Manager	Graduate Engineer	Onsite Survey	Office Survey	Admin	Total Hours	
	<i>Justin Messner</i>	<i>Emily Brown</i>	<i>Lucas Gross</i>	<i>2-Person Crew</i>				
1 Data Collection								
1.1 Gopher State One Call			4				4	\$516
1.2 Topographic Survey				60	16		76	\$18,348
Task 1 Total Estimated Hours and Fee			4	60	16		80	\$18,864
2 Preliminary Design								
2.1 Feasibility Report	8	36	20				64	\$11,548
2.2 Neighborhood Meeting	4	4	4				12	\$1,948
2.3 Council Meetings	3	6				6	15	\$2,508
2.4 Assessments	4	4	8				16	\$2,464
Task 2 Total Estimated Hours and Fee	19	50	32			6	107	\$18,468
Total Estimated Hours	19	50	36	60	16	6	187	
Hourly Billing Rate	\$140	\$218	\$129	\$265	\$153	\$130		
Total Fee by Labor Classification	\$2,660	\$10,900	\$4,644	\$15,900	\$2,448	\$780		\$37,332
TOTAL PROJECT COST								\$37,332



Northwest Old Town Street and Utility Improvement Project

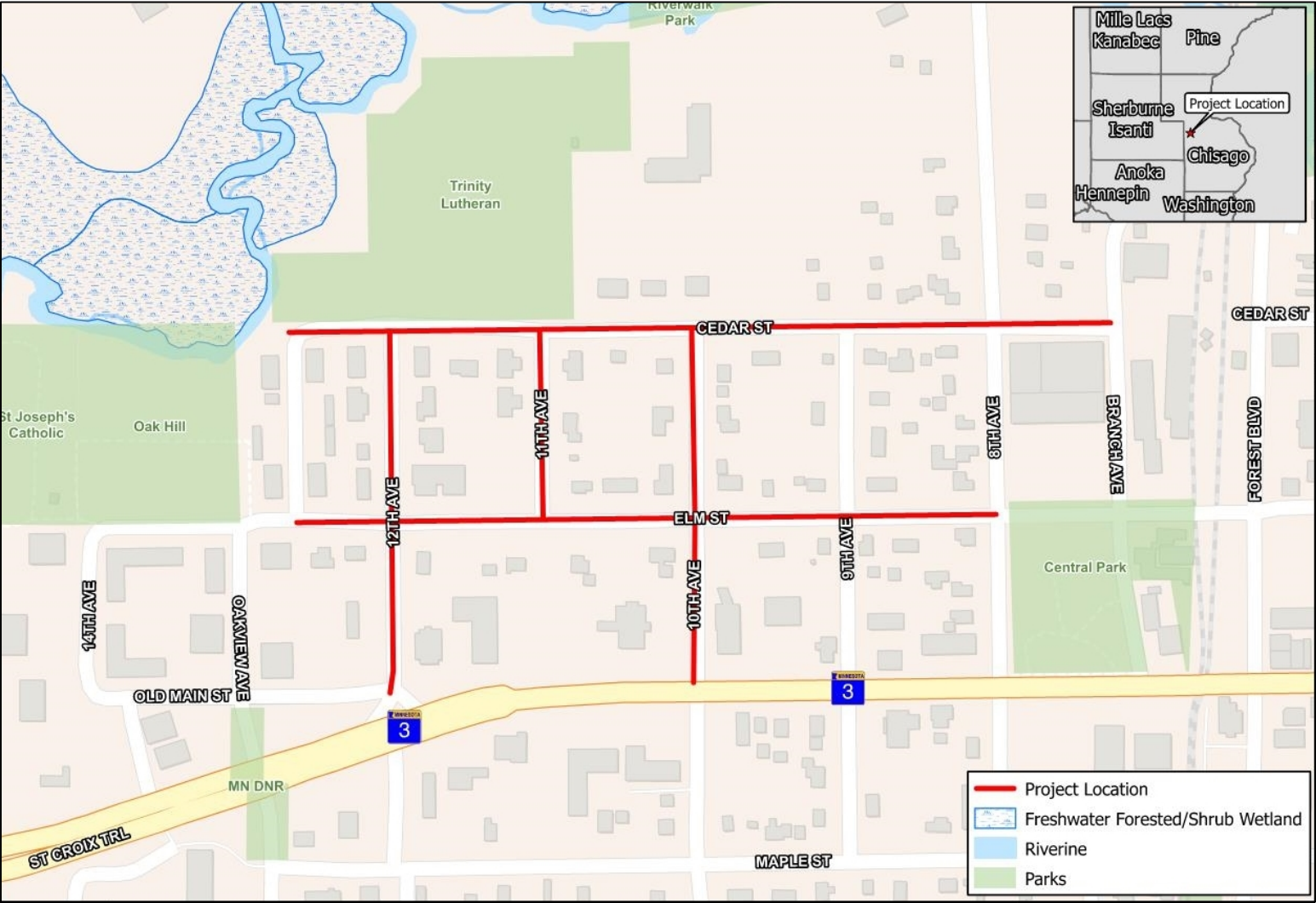
City Council Meeting
October 14, 2025



CITY OF
NORTH BRANCH

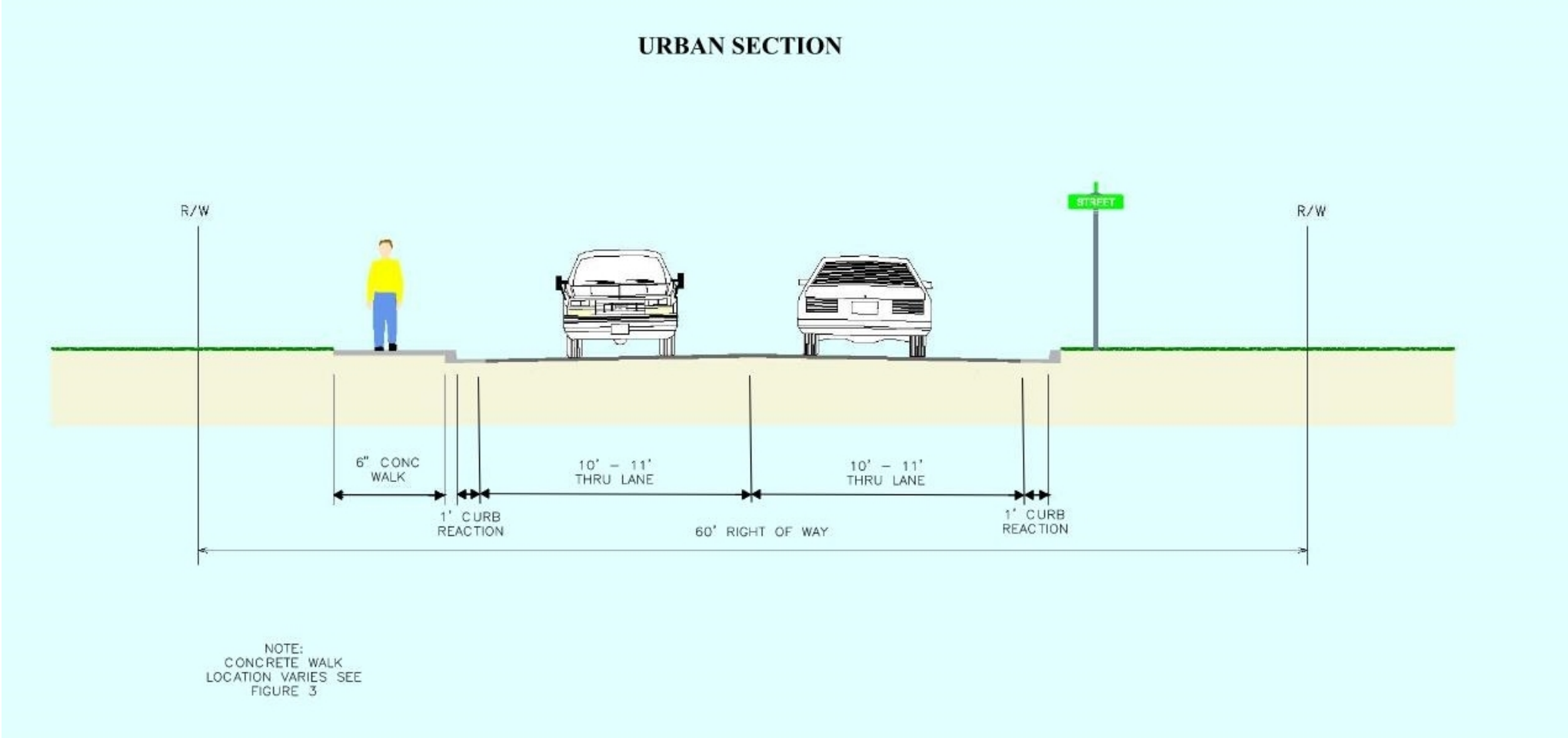


Proposed Improvements



- **Project Location**
 - Cedar Street
Elmwood Terrace Apartments to Branch Avenue
- Elm Street
Oakview Avenue to 8th Avenue
- 12th Avenue
Cedar Street to Main Street
- 11th Avenue
Cedar Street to Elm Street
- 10th Avenue
Cedar Street to Main Street

Proposed Improvements



Proposed Improvements

- **Sidewalk Improvements**

- New sidewalk along Elm Street from Oakview Avenue to Branch Avenue
- New sidewalk installation only (no roadway improvements) on 9th Avenue from Cedar Street to TH 95

- **Storm Sewer Improvements**

- Installation of new storm sewer and catch basins along all roadways
- Installation of new stormwater retention within City owned property

- **Sanitary Sewer Improvements**

- Maintenance and repairs as needed (to be evaluated during final design)

- **Watermain Improvements**

- Replacement of existing 4-inch and 6-inch watermains with 8-inch
- Installation of new 12-inch trunk watermain along Cedar Street

Project Schedule



- Council Authorizes FeasibilityOctober 14, 2025
(1st of 9 Meetings)
- Council Accepts Feasibility..... November 11, 2025
(2nd of 9 Meetings)
- 1st Public Informational Meeting.....November 2025
(3rd of 9 Meetings)
- Public Hearing on Improvements/Auth Final Design December 9, 2025
(4th of 9 Meetings)
- 2nd Public Informational Meeting February 2026
(5th of 9 Meetings)
- Council Approves Plans/Auth Ad for BidFebruary 24, 2026
(6th of 9 Meetings)

Project Schedule



- Open Bids / Compute Assessments March 2026
(7th of 9 Meetings)
- 3rd Public Informational Meeting April 2026
(8th of 9 Meetings)
- Public Hearing / Award Contract April/May 2026
(9th of 9 Meetings)
- Award Sale of Bonds..... May 2026
- Begin ConstructionJune 2026
- Final Completion October/November 2026

Questions



City of North Branch Staff Report

Prepared By: Justin Messner, City Engineer

Date: October 6, 2025

Subject: Water Tower No. 3 Reconditioning Project

Introduction

The capital improvement plan (CIP) for the water utility includes the large capital items listed on a by year basis that are scheduled for maintenance/replacement and includes the estimated cost associated with it. For 2026, the CIP includes the reconditioning of Water Tower #3. City staff have obtained a proposal from KLM Engineering to provide consulting and inspection services during the rehabilitation. KLM has provided the City of North Branch with evaluations of the tower over the years leading up to this reconditioning project.

Background Information:

Water Tower #3 was built in 2004 and is a 500,000-gallon single pedestal water tower located on Grand Avenue just north of the Sunrise Elementary School.

Funding/Financing:

KLM will be responsible for preparing the plans and specifications, as well as providing bidding assistance and recommendations for contractor selection. Construction management and supervision will be handled by KLM, with regular progress updates to be provided to the City of North Branch. Attached is KLM's proposal, which totals \$114,740. The project will be financed through the city's water utility fund.

Next steps:

Council Authorize Plans and Specs, Award Consultant ContractOctober 14, 2025
Council Approve Plans and Specs / Authorize Bids January/February 2026
Open Bids February/March 2026

Council Awards Bid.....March 2026
ConstructionSpring - Fall 2026

Other Pertinent Information:

➤ ***Advantages***

- Extend the life of water tower thereby saving tax-payer dollars.
- Ensure the water tower is in conformance to the AWWA, OSHA, and State regulations.
- Reduce maintenance costs.

➤ ***Disadvantages***

- None

Financial/Budget Impacts (If Any):

➤ ***Funding Sources*** – Water Utility Funds

➤ ***Long-Term & Short-Term Costs***

Deadline: None

Staff Recommendation:

Motion and Second to approve Resolution R-237-2025 authorizing KLM Engineering to prepare the plans and specifications, authorizing advertisement of bids, and approving the engineering proposal with KLM Engineering for the Water Tower #3 Reconditioning Project.

Voting Requirements: Majority vote.

Attachments:

1. KLM Proposal

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-237-2025

A RESOLUTION APPROVING THE ENGINEERING SERVICES CONTRACT FOR THE WATER TOWER #3 RECONDITIONING PROJECT

WHEREAS, the City's Water Utility Fund includes a Capital Improvement Plan (CIP) which includes reconditioning for the City's three water towers; and,

WHEREAS, Water Tower #3 was constructed in 2004 and is programmed in the CIP for reconditioning in 2026; and,

WHEREAS, City Staff have obtained a proposal from KLM Engineering to provide engineering services for the reconditioning of Water Tower #3. The proposal includes all fees for KLM Engineering to complete the plans and specifications, ad for bid, construction inspection and observation, and testing as noted in the attached report for a fee of \$114,740.00

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, hereby approves the Water Tower #3 Reconditioning Engineering Services Contract with KLM Engineering as presented, and \$114,740.00 will be funded from the City's Water Utility Fund.

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the City Clerk dated this 14th day of October 2025.

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



NORTH BRANCH, MINNESOTA

Proposal for Reconditioning Services

October 1, 2025





October 1, 2025

Sent via Email Only

Matthew Hill
City Administrator
City of North Branch
PO Box 910
North Branch, MN 55056

**RE: 500,000-Gallon Single Pedestal Water Tower "Tower 3/South Tower"
North Branch, Minnesota**

Dear Mr. Hill:

Thank you for the opportunity to submit this proposal to provide consulting and inspection services during the rehabilitation of the above-referenced water tank.

KLM is one of 17 AMPP QP5 accredited inspection firms in the United States providing inspection services that specializes in water storage tanks. This unique accreditation elevates KLM above other inspection firms in our industry. Our staff has credentials associated with AWS Welding and AMPP coating inspections. We bring together key components from all aspects of services to fulfill each of our clients' goals and expectations.

The professionals at KLM have been working on water towers since the 1970's. We have combined experience of over 150 years and have rehabilitated over 500 water towers of various sizes. With KLM professional inspections, a tower's coating system can last 25 – 30 years.

KLM sets the standards that other companies strive to duplicate. No firm receives respect from tank contractors and subcontractors like KLM. Our inspectors climb the towers daily to inspect and document the work; holding contractors accountable for quality workmanship and ensuring that the specifications are met. Our dedication to quality inspections can be seen nationally, as our projects are represented each year in Tnemec's Tank of the Year calendar contest.

We look forward to the opportunity to assist the City of North Branch on this project. With our team's expertise, we are confident this project will be completed to your satisfaction.

Sincerely Yours,

KLM ENGINEERING, INC.

Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com

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DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of North Branch. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution of any action taken or committed in reliance on it is prohibited.

PROJECT PROFILES

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed and refurbished water towers for the past thirty (30) years. The longevity of the coatings system of our projects is what we are most proud of. What owners most appreciate is the return-on-investment KLM brings to each new construction or rehabilitation project. This section highlights projects KLM has completed.



City of St. Paul Park, MN Lincoln Avenue | 0.5 MG Single Pedestal

Reconditioning - Inspection Services | 2022



City of Thief River Falls, MN Tower No.2 | 0.5 MG Single Pedestal

Reconditioning - Inspection Services | 2022



City of Gilbert, MN High Tower | 0.5 MG Single Pedestal

Reconditioning - Inspection Services | 2021



City of Ada, MN
Tower No.1 | 0.5 MG Single Pedestal

Reconditioning - Inspection Services | 2020



City of Park Rapids, MN
Hatch Ave Tower | 0.4 MG Single Pedestal

Reconditioning - Inspection Services | 2024



City of Abbotsford, WI
Treated Tower | 0.4 MG Single Pedestal

Reconditioning - Inspection Services | 2023



City of Delavan, WI
Autumn Drive Tower | 0.5 MG Single Pedestal

Reconditioning - Inspection Services | 2022

REFERENCES

The following is a summary list of the projects from the past five (5) years. A more complete list of references can be provided upon request.

Reconditioning Projects

Red Wing, MN

325,000 Gallon GSR

Owner/Client: Archer Daniels Midland Company

Contact: Williams Simmons 651-388-7111

Mountain Iron, MN

400,000 Gallon Hydropillar

Owner/Client: City of Mountain Iron, MN

Contact: Tim Satrang 218-748-7570

Ada, MN

500,000 Gallon Single Pedestal

Owner/Client: City of Ada, MN

Contact: Brian Rasmusson 218-784-5537

Gilbert, MN

500,000 Gallon Single Ped & 500,000 Gallon GSR

Owner/Client: City of Gilbert, MN

Contact: Jack Bradach 218-748-2232

Montgomery, MN

500,000 Gallon Hydropillar

Owner/Client: City of Montgomery, MN

Contact: Shane Oksanen 507-364-5017

Owatonna, MN

500,000 Gallon Legged & 1MG GSR

Owner/Client: Owatonna Public, MN

Contact: Roger Noble 507-451-2480

St. Paul Park, MN

500,000 Gallon Single Pedestal

Owner/Client: City of St Paul Park, MN

Contact: Anthony Brinkman 651-459-3730

Hastings, MN

0.75 MG & 1.0 MG Hydropillar

Owner/Client: City of Hastings, MN

Contact: Ryan Stempski, P E 651-480-2368

Pine Island, MN

300,000 Gallon Toro Ellipsoidal

Owner/Client: City of Pine Island, MN

Contact: Todd Robertson 507-356-4390

Glenwood, MN

400,000 Gallon GSR

Owner/Client: City of Glenwood, MN

Contact: Dave Perryman 320-634-5433

Park Rapids, MN

400,000 Gallon Single Pedestal

Owner/Client: City of Park Rapids, MN

Contact: Scott Burlingame 218-732-3163

East Grand Forks, MN

500,000 Gallon Double Ellipsoidal

Owner/Client: City of East Grand Forks, MN

Contact: Brian Johnson 218-773-1511

Milaca, MN

500,000 Gallon Hydropillar

Owner/Client: City of Milaca, MN

Contact: Gary Kirkeby 320-362-4055

Mounds View, MN

500,000 Gallon Hydropillar

Owner/Client: City of Mounds View, MN

Contact: Don Peterson 763-717-4050

Red Lake Falls, MN

500,000 Gallon Hydropillar

Owner/Client: City of Red Lake Falls, MN

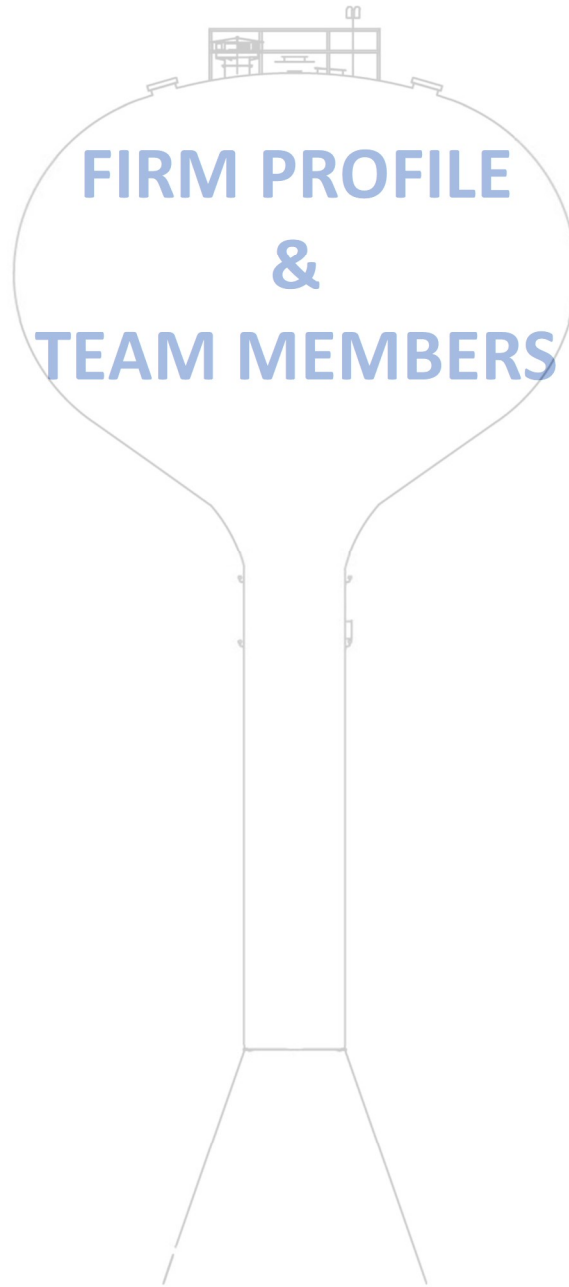
Contact: Matt Swendra 218-253-2684

Thief River Falls, MN

500,000 Gallon Single Pedestal

Owner/Client: City of Thief River Falls, MN

Contact: Wayne Johnson 218-681-3809



ABOUT US

Founded in 1995, **KLM Engineering, Inc.** is a consulting and inspection firm. On average, KLM completes over 150 water storage projects each year for clients across the United States. KLM specializes in:

- ◆ Inspection services on new and reconditioned elevated water towers, ground storage reservoirs, water treatment plants, wastewater treatment plants and concrete tanks during construction.
- ◆ Inspection and evaluations of existing concrete and steel storage tanks, pressure vessels, and other related structures.
- ◆ Design Build services.
- ◆ Preparation of project specifications for tank rehabilitation/lead paint abatement and disposal.
- ◆ Welding inspection during rehabilitation.
- ◆ Tank cleanings.
- ◆ Non-destructive testing.
- ◆ Antenna lease reviews, removal and installation inspections, and drawing reviews.
- ◆ Wastewater treatment plant inspections.

Our Engineers Are:

- ◆ Experienced in design and structure modifications based upon years of employment with tank fabricators, erectors and consulting engineers.
- ◆ Experienced at examining existing tanks regarding corrosion, structure integrity and fitness for continued service.
- ◆ Registered Professional Engineers with practical knowledge of current designs and code requirements.

Our Inspectors Are:

- ◆ Association for Materials Protection and Performance (AMPP), formerly NACE, trained/certified protective coating inspectors.
- ◆ American Welding Society (AWS) associate/certified welding inspectors.
- ◆ Experienced journeyman painters, climbers and riggers with the proven abilities to perform proper hands-on inspections and testing.
- ◆ Experienced in project management and enforcement of specifications for quality control and lead abatement.

REGIONAL OFFICES

- ◆ Headquarters | Woodbury, Minnesota
- ◆ Great Lakes Region | New Lenox, Illinois
- ◆ West Central Region | Blue Springs, Missouri

INSURANCE COVERAGE

Our firm maintains general liability, automotive, professional liability insurance and workers compensation. A certificate of insurance, listing the client as additional insured, will be provided upon execution of a contract.

PROFESSIONAL AFFILIATIONS

Association & Corporate Affiliations



Local Association Affiliations

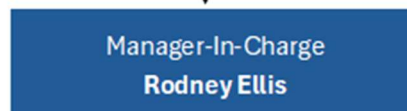


Charities



PROJECT TEAM CHART

Designed Specifically For:



PROJECT-SPECIFIC TEAM MEMBER RESUMES



Rodney Ellis | Vice President/COO

☎ 612-810-0956 @ rellis@klmengineering.com



Education, Experience & Certifications

- ◆ Mount Senario College
 - ◆ Federal Department of Natural Resources
 - ◆ OSHA 10
 - ◆ Certified Competent Climber
- ◆ NACE/AMPP Level 3 #1686
 - 37 Years Certified Experience
 - ◆ AWS Weld Inspection Certified #04040311
 - 29 Years Certified Experience

KLM Projects

City of Valley Center, KS
Reconditioning of 0.75MG Composite



City of Moorhead, MN
New Construction of 0.75MG Composite



City of Andover, MN
Reconditioning of 1.0MG Hydropillar

City of Brighton, CO
New Construction of 2.0MG Composite

City of Des Moines, IA
Reconditioning of 4.1MG Standpipe

City of Hinckley, MN
Reconditioning of 0.3MG Single Pedestal

City of Joliet, IL
Reconditioning of 1.0MG Toro Ellipsoidal

City of Rogers, AR
Reconditioning of 2.0MG Toro Ellipsoidal

City of Verndale, MN
New Construction of 0.075MG Hydrocone

City of Parshall, ND
New Construction of 0.5MG Composite

City of Lawrence, KS
Reconditioning of 1.5MG Ground Storage Tank



Ben Feldman, PE | Civil Engineer

☎ 651-773-5111

@ bfeldman@klmengineering.com



Education, Experience & Certifications

- ◆ University of Minnesota - Twin Cities
 - BS Civil Engineering
 - Minor in Business Management
 - Men's Crew
- ◆ OSHA 10
- ◆ Licensed Professional Engineer
 - Minnesota License No. 49598
 - Colorado License No. 57334
 - South Dakota License No. 16938
- ◆ MN AWWA Awards Committee Co-Chair
 - Past Secretary-Treasurer

KLM Projects

City of Hastings, MN

Reconditioning of 0.75MG Hydropillar

City of Brighton, CO

New Construction of 2.0MG Composite

City of Hinckley, MN

Reconditioning of 0.15MG Double Ellipsoidal

City of Jamaica, IA

New Construction of 0.05MG Single Pedestal

City of Delavan, WI

Reconditioning of 0.5MG Single Pedestal

City of Lawrence, KS

Reconditioning of 1.5MG Ground Storage Tank

City of Napoleon, ND

New Construction of 0.3MG Single Pedestal

City of Goodview, MN

Reconditioning of 0.1MG Single Pedestal

City of Verndale, MN

New Construction of 0.075MG Hydrocone

City of West Chicago, IL

Reconditioning of 0.5MG Booster Reservoirs

City of Rogers, AR

Reconditioning of 2.0 MG Toro Ellipsoidal



Scott Kriese | Project Supervisor

☎ 651-773-5111

@ skriese@klmengineering.com



Education, Experience & Certifications

- ◆ NACE/AMPP Level 3 #11236
- ◆ 25 Years Industry Experience
- ◆ OSHA 10
- ◆ Certified Competent Climber

KLM Projects

City of Moorhead, MN

New Construction of 0.75MG Composite



City of Otsego, MN

New Construction of 1.5MG Composite

Village of Dresser, WI

Reconditioning of 0.2MG Double Ellipsoidal

City of Farmington, MN

Reconditioning of 1.5MG Hydropillar

City of Baxter, MN

Reconditioning of 0.75MG Hydropillar

City of St. Cloud, MN

Reconditioning of 1.0MG Hydropillar

City of Plymouth, MN

Design Build of 2.0MG Toro Ellipsoidal

Village of Somerset, WI

New Construction of 0.2MG Composite

City of Sioux Falls, SD

Reconditioning of 1.5MG Composite

City of Neodesha, KS

Reconditioning of 0.2MG Single Pedestal

Jackson County PWSD #1, MO

Reconditioning of 1.5MG Elevated Water Tower

City of Elgin, IL

Reconditioning of 1.0MG Single Pedestal

City of South Bend, IN

Reconditioning of 1.5MG Single Pedestal

City of Forney, TX

New Construction of 1.0MG Composite

City of Rogers, AR

Reconditioning of 2.0MG Toro Ellipsoidal

City of Topeka, KS

New Construction of 1.0MG Composite

City of Kansas City, MO

New Construction of 3.0MG Composite

Oglala Sioux Rural Water Supply System, SD

New Construction of 0.8MG Composite

City of Sioux Falls, SD

Reconditioning of 0.5MG Single Pedestal

City of Jamaica, IA

New Construction of 0.05MG Composite

City of Dubuque, IA

Reconditioning of 2.4MG Ground Storage Tank



Tadd Oachs | Telecom Manager

☎ 612-481-8018 @ toachs@klmengineering.com



Education, Experience & Certifications

- ◆ NACE/AMPP Level 2 #107515
- ◆ 12 years of Telecommunications Experience
- ◆ MBA, University of Wisconsin - Whitewater
- ◆ BS, Statistics; St. Cloud State University

KLM Projects

City of Victoria, MN

Water Tower 1

AT&T 5G Upgrades. Management of Engineering Review and Inspection Services

City of Alamosa, CO

Craft Water Tower

AT&T 5G Upgrades. Management of Engineering Review and Inspection Services

City of Clear Lake, WI

Water Tower No. 1

Verizon C-Band Upgrade. Management of Engineering Review and Inspection Services

Order of St. Benedict (Collegeville, MN)

Water Tower No. 1 Reconditioning

Telecommunications Temp Installation, Equipment Decom, and Reinstallation: Consulting, Management of Project Review and Inspection Services.

City of Lakeville, MN

Steve Michaud Park Water Tower Reconditioning

Telecommunications Temp Installation, Equipment Decom, and Reinstallation: Consulting, Management of Project Review and Inspection Services.

City of Chaska, MN

Hundertmark Water Tower Reconditioning

Telecommunications Temp Installation, Equipment Decom, and Reinstallation: Consulting, Management of Project Review and Inspection Services.

City of Prior Lake, MN

South Tower Reconditioning

Telecommunications, Temporary and Reinstallation: Consulting, Management, and Inspection Services

City of Maple Grove, MN

Ranchview Tower Reconditioning

Telecommunications, Temporary and Reinstallation: Consulting, Management, and Inspection Services

City of Joliet, IL

Rock Run Tower Reconditioning

Telecommunications, Temporary and Reinstallation: Consulting, Management, and Inspection Services

City of Lakeville, MN

Verizon C-Band 5G Upgrades

Management of Engineering Review and Inspection Services

City of Fargo, ND

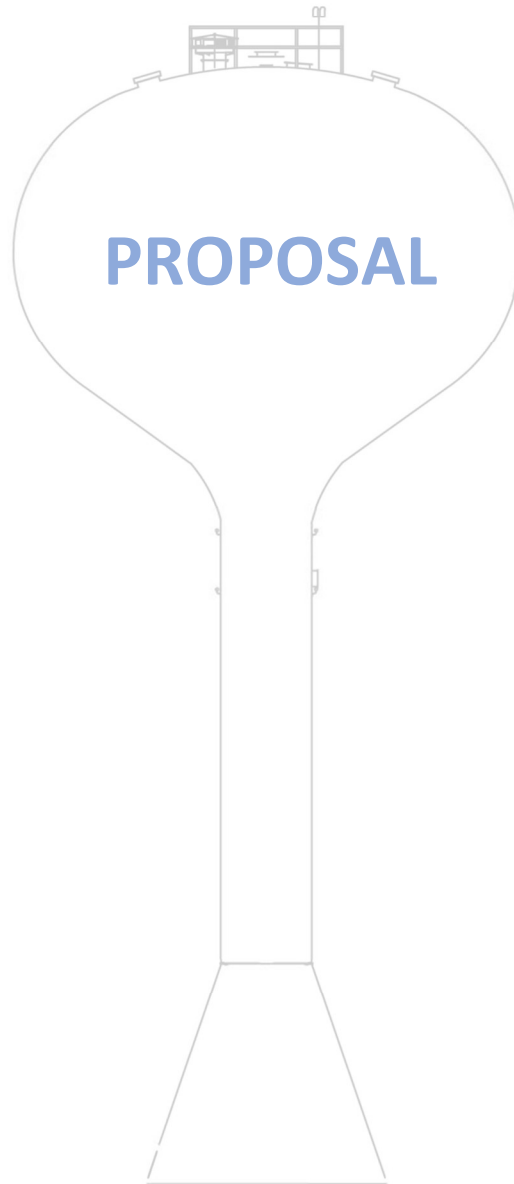
T-Mobile Anchor 5G Upgrades

Management of Engineering Review and Inspection Services

City of Chisholm, MN

AT&T 5G Upgrades

Management of Engineering Review and Inspection Services



PROJECT UNDERSTANDING

KLM Engineering understands this project to be the reconditioning of the 500,000-gallon single pedestal water tower (Tower 3/South Tower) in North Branch, Minnesota. KLM has been involved with this tower since it was newly built in 2004. We worked with WSB during that project. We have provided evaluations of the tower over the years leading up to this reconditioning project. KLM shall be responsible for authoring the plans and specifications for the project. We shall provide bidding assistance and recommendation for contractor selection. The construction management and supervision shall be orchestrated by KLM with regular updates given to the City of North Branch. If antenna management is required, KLM has experience working with telecom providers and cities for a smooth transition during the project. This will allow for antennas to remain in service if needed. KLM shall return to do a warranty inspection prior to the contractor being released from their bond. KLM works on water tower projects daily and completes numerous successful reconditioning projects each year. We would be honored and look forward to working with North Branch on this project.

BENEFITS TO THE CITY OF NORTH BRANCH

Today's protective coating systems are designed to last 25-30 years with only minor maintenance. Tight project specifications and full-time inspections give the coating systems the opportunity to realize their intended service life.

1. The reservoir-specific submittals will be reviewed to verify conformance to the specifications, AWWA, OSHA, and State regulations. KLM will respond in writing regarding the acceptance of the submittals.
2. KLM proposes preparing a technical specification package specifically designed for water tower reconditioning. Our experience has shown that the more comprehensive the specification is, the more likely it is that the project is completed on time, on budget, and with quality workmanship. The technical specifications mitigate requests for change orders during the reconditioning.
3. Welding and full-time AMPP Coating Inspections during reconditioning assures that the work performed by the contractor is in conformance with the specifications, as to maximize its life expectancy. KLM's inspectors monitor workmanship during all phases of work to verify the contractor's work meets the specification. Utilizing this process reduces reconditioning cycles over the life of the tank.
4. Our project administration and inspection services provide a buffer between the project specifications and the real-world challenges that can negatively affect the project performance. To initiate the project correctly, KLM's project supervision assures that a qualified contractor is retained at an appropriate cost.

TIMELINE

Upon execution of an agreement, KLM proposes the following schedule to perform the work:

- A. Specifications and Bidding.
 - 💧 Completed in 2025-2026.
- B. Construction Supervision and Inspection Services.
 - 💧 Completed in 2026.
- C. Warranty Inspection (2 year)
 - 💧 ROV, completed per Agreement.

DESIGN

KLM will also perform the following related specification services:

1. Meet with the Owner to review plans and specifications.
2. Produce preliminary and completed copies of the specifications for the Owner.
3. Provide an updated cost estimate.
4. Advertise specifications.
5. Attend and facilitate a mandatory pre-bid meeting, virtually.
6. Respond (in writing) to bidder questions.
7. Tabulate results for the Owner.
8. Evaluate contractors' bid proposals for conformance to the specification.
9. Make a written recommendation to the Owner on the low, qualified bidder(s).
10. Prepare Notice of Award and contract Agreement (forward to Owner).

SPECIFICATIONS

The project specifications will include:

a. [Advertisement for Bids](#)

This section provides a detailed description of the project and meets the requirements for legal advertisements.

b. [Instructions to Bidders](#)

This section provides precise instructions to bidders, including the scope of work, insurance, payments, time of completion, bidder qualifications, taxes and permits, legal requirements, performance and payment bonds and other important project information.

c. [Bid Forms](#)

This section contains the bid proposals, construction time frame, alternate bid proposals, legal requirements and the bidder and subcontractor qualification forms.

d. [Project Requirements](#)

This section includes a complete description of the project, project schedule(s), execution of contract documents, notice to proceed, project meetings, quality assurance, liquidated damages and legal and technical requirements for executing the scope of work.

e. [Technical Specifications](#)

This section details the technical specifications for structural modifications, surface repairs, interior and exterior surface preparation, exterior abrasive blast, containment, disposal of spent abrasives, dehumidification, lettering and logo, submittals, workmanship, unfavorable weather conditions, protective coating and material, repair work, health and sanitary facilities, clean up, ventilation and safety requirements, inspection of work, sterilization of tank interiors and containment plan.

f. [Supplemental Conditions](#)

This section supplements or amends the General Conditions and/or other provisions of the Contract Documents.

g. [General Conditions](#)

This section includes all the General Conditions designed for water tank reconditioning, such as authority of the Engineer, engineering inspection, modifications, additions and subtractions of scope of work, extensions of time, insurance and other appropriate items.

h. [Contract Documents](#)

This section provides the form of agreement to be used between the Owner and Contractor.

i. [Payment and Performance Bond](#)

Bonds for payment and performance are required for this project, as specified by state law.

j. [Appendix A – Photos](#)

This section includes copies of color photographs. This provides the contractor with a clear perspective of the interior/exterior conditions of the tank and the scope of work involved.

k. [Appendix B – Drawings](#)

This section includes drawings, which define structural repairs or modifications and welding definitions.

l. [Appendix C – Surface Preparation Requirements](#)

This section references excerpts from AMPP Standard Practice SP0178-2007 Standard Practice: Design, Fabrication and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Services for defining welding and grinding requirements of the structural repair or modifications.

m. [Appendix D – Paint Chip Lead Test Results](#)

This section contains paint chip test results for lead and chromium used to calculate the risk factor and classification of containment required for conformance with Federal and State Environmental Regulations.

n. [Appendix E – Lettering and Logo \(optional\)](#)

If required, this section includes drawings of any required lettering and logo. Such drawings are to be provided by Owner.

CONSTRUCTION SERVICES

Construction Administration

The project manager and project supervisor work together on managing the project. KLM performs the review of the submittals and communicates with the inspector daily to help enforce the project specifications, as necessary. The project supervisor is the main contact between the contractor representative and the Owner/Engineer. The project manager performs the final review of the submittals and will assist the supervisor, as required.

Construction Management Consists of The Following:

- ◆ Attend pre-construction conference.
- ◆ Removal of cellular equipment. If contracted.
- ◆ Periodically perform on-site review of project's work status and report to the Owner.
- ◆ Coordinate progress meetings, as necessary.
- ◆ Review of meeting minutes.
- ◆ Scheduling of inspections.
- ◆ Project close-out administration.
- ◆ Establishes warranty date.
- ◆ Review of inspector's daily documentation.
- ◆ Process change-orders.
- ◆ Prepare monthly payment request forms.
- ◆ Review and approval of the contractor's submittals:
 - ✓ Drawing reviews.
 - ✓ Welder Certifications.
 - ✓ Welder Qualifications
 - ✓ Welding Procedures.
 - ✓ Coating Materials Submittal.
 - ✓ TCLP Sampling Plan.

Construction Observation

The inspector assigned to this project will be an AMPP Coating Inspector and/or AWS Certified Welding Inspector. All our inspectors have extensive practical experience and knowledge of water storage tank reconditioning. They are experienced sandblasters, painters, climbers, riggers, coating inspectors, welders and welding inspectors which allow the inspector to perform inspections alongside the contractor to ensure the conformance to the project specification.

Field Inspections Consist of the Following:

- ◆ A pre-construction meeting with the client and contractor to clearly define the role of the Engineer and Inspector, to discuss the intent of the specifications, and to ensure all parties agree to the scope of work and expectations regarding the quality of work.
- ◆ Monitor and approval of the structure repairs and modifications for conformance to the specifications.
- ◆ Inspection of the abrasive blasting media and equipment for conformance to the specifications and to prevent contamination of surfaces during surface preparation with moisture and oil or other contaminants.
- ◆ Monitor the paint removal and disposal process for conformance to the specifications and environmental regulations.
- ◆ Monitor the contractors mixing and application of the coats for conformance to the specifications and the coat manufacturer's recommendations.
- ◆ Approve surface preparation samples.
- ◆ Record the contractor's progress for adherence to the construction schedule.
- ◆ Submit daily and weekly inspection reports and photos. Prepare and file copies of the reports on construction activities.
- ◆ Coordinate and review testing of materials for conformance to the specification and environmental regulations.
- ◆ Monitor punch list items and subsequent corrective action by the contractor.
- ◆ Final inspection, substantial completion and project acceptance.

ANTENNA MANAGEMENT

KLM Engineering will provide antenna management for the project. The cost for that service will be given in a separate agreement once provider and city antenna quantities are confirmed. The Owner is responsible for establishing escrow accounts from each cellular provider prior to the commencement of the rehabilitation. Cellular antenna management fees for engineering and inspection services are paid for by the carriers through these accounts.

WARRANTY INSPECTION (2 Year)

KLM proposes to perform a ROV warranty inspection on the referenced tank prior to the expiration of the performance bonded warranty. The warranty inspection will include an inspection report. The fixed fee does not include any necessary warranty repair work required.

DELIVERABLES

The Owner owns and retains this documentation. KLM also retains these records for future reference. Deliverables submitted electronically, unless indicated hard copy.

- 💧 Professional Engineering Certified plans and specifications.
- 💧 State Regulatory documentation including permitting, State Agency or Department of Health, TCLP Testing and Waste Tracking.
- 💧 Contractor Submittals.
- 💧 Daily Logs and Weather Logs.
- 💧 Surface Preparation.
- 💧 Daily Digital Photos.
- 💧 Weekly Summary and Progress Meetings.
- 💧 Project Acceptance Certificate.
- 💧 Warranty Inspection Report (Owner and Contractor).

FEE SUMMARY

KLM Engineering will manage the water tower rehabilitation with project supervision, welding inspection, coating inspection, antenna management and a ROV warranty inspection, as detailed below.

Specification Package and Bidding Assistance	\$ 15,000.00
Submittal Reviews	\$ 2,500.00
Construction Supervision and Inspection Services	<u>\$ 97,240.00</u>
TOTAL FIXED, NOT TO EXCEED	\$114,740.00
Warranty Inspection 2028	\$ 3,800.00

NOTE: Any additional 3rd party coating inspection time required and approved by the owner or engineer will be charged at the rate of \$9,724.00 per week.

WHY USE KLM

KLM Engineering, Inc. has been evaluating water towers for over 30 years. KLM is the leader in providing engineering and inspection services during reconditioning of towers greater than 500,000-gallons. Our reference list has customers including the US Military, US Steel, Indian Health Services, State of Minnesota and municipalities ranging from coast-to-coast and beyond, including Hawaii.

TERMS AND CONDITIONS

KLM has attached our standard Terms and Conditions. The attached Terms and Conditions are part of this Agreement between Owner and KLM Engineering, Inc., unless otherwise agreed to in writing by both parties.

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

AGREEMENT

This proposal is valid for thirty (30) days from the date of this proposal. If the City of North Branch finds this proposal acceptable, please sign and return it by mail, fax or email. By signing and returning this signature page only, you agree to the terms of the entire proposal document submitted.

This Agreement, between North Branch, Minnesota and KLM Engineering, Inc. is accepted by:

CITY OF NORTH BRANCH
PO Box 910
North Branch, MN 55056

KLM ENGINEERING, INC.
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125



Signature

Signature

Name

Dan Popehn
Name

Title

Director of Business Development
Title

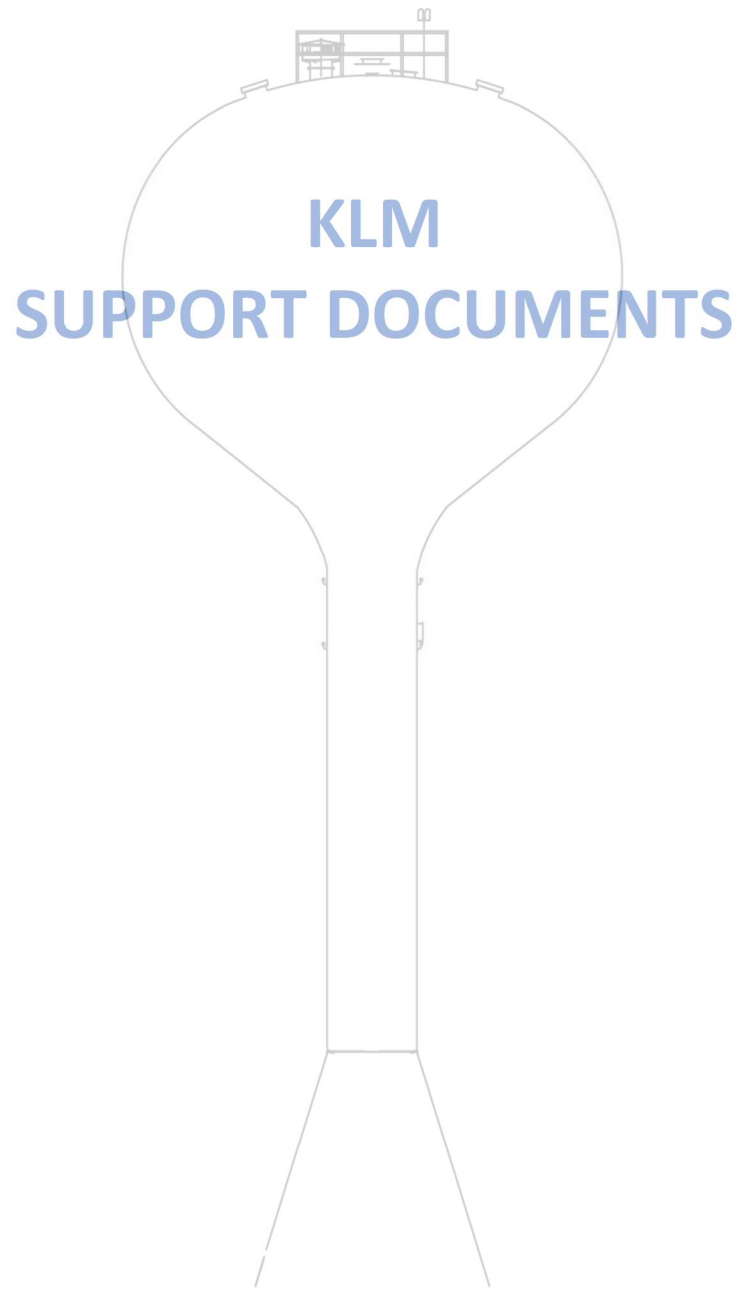
Date

October 1, 2025
Date

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Dan Popehn
Director of Business Development
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Cell: 612-743-3102
Email: dpopehn@klmengineering.com



**KLM ENGINEERING, INC. (KLM)
TERMS AND CONDITIONS**

1. **AGREEMENT.** The agreement between the parties when entered by the parties shall include the applicable referenced agreement documents (i.e., KLM proposal/Agreement) and shall include these KLM Terms and Conditions (the “Agreement”). The Agreement may not be modified except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a KLM executed change order or purchase order outlining the scope of additional work or services.
3. **KLM CLIENT RESPONSIBILITIES.** The KLM Client shall fully disclose to KLM its knowledge of the condition of the project structure(s), its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on the KLM Client’s behalf regarding the project; and provide safe access to and at the project site. When reasonably requested by KLM, the KLM Client shall furnish the services of other consultants including, but not limited to engineers and insurance representatives. The KLM Client shall test for pollution and hazardous materials when required by law or as requested by KLM. The KLM Client shall provide KLM with all necessary permits and other authorizations.
4. **SAFETY.** KLM shall be responsible for the safety of KLM personnel at the project site. The KLM Client or other persons shall be responsible for the safety of all other persons at the project site. The KLM Client shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the project site. If, during the course of the KLM services, such materials, or conditions are discovered at the project site, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate KLM services. The KLM Client agrees to be responsible for, and agrees to pay, any such additional protection costs. Upon such discovery by KLM, KLM agrees to use commercially reasonable efforts to notify the KLM Client in writing, of hazardous materials or unsafe conditions regarding the project site.
5. **HAZARDOUS MATERIALS.** Unless otherwise agreed to in the scope of work with the KLM Client, KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, the KLM Client shall defend, indemnify, and hold harmless KLM, its employees and representatives from all claims, including costs and attorney fees, arising out of the presence of hazardous materials or exposure to the same on the job site.
6. **SITE ACCESS AND RESTORATION.** The KLM Client will provide KLM and its representatives with safe and legal project site access. It is understood by the KLM Client that in the normal course of KLM providing its services and work, some nominal damage to the project site may occur. KLM agrees to take reasonable commercial precautions to minimize such damage, if any. Restoration of the project site, if any, is the responsibility of the KLM Client, unless otherwise agreed to in writing in the scope of work.
7. **KLM LIMITED WARRANTY AND DISCLAIMER.** KLM will perform services consistent with the standard of care and skill normally performed by other like firms in the industry and profession at the time of this service and in the geographic area of the project. **EXCEPT AS EXPRESSLY STATED IN THIS SECTION, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, PERTAINING TO THE PRODUCTS AND SERVICES SOLD UNDER THIS AGREEMENT. KLM DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN**

NO EVENT SHALL KLM BE LIABLE TO THE KLM CLIENT, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, CUSTOMERS OR ANY OTHER THIRD PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, LOSS OF REVENUE OR LOSS OF PROFIT, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING OR FUNCTIONING OF ANY ITEM OR SERVICES PROVIDED FOR IN THIS AGREEMENT OR FROM ANY OTHER CAUSE, INCLUDING WITHOUT LIMITATION CLAIMS BY THIRD PARTIES, EVEN IF KLM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **SCHEDULING.** Prior to KLM scheduling its services related to the project, the KLM Client shall furnish KLM with a written Agreement, purchase order or other written request for KLM services and shall give as much notice as reasonably possible in advance of the time when the KLM services are desired to commence. The KLM service schedule shall be mutually agreed upon by the parties in writing. If a KLM inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the project site, then the KLM Client shall be billed, and the KLM Client agrees to pay for KLM time and expenses according to the then current KLM Fee Schedule for KLM time spent and KLM costs incurred. If KLM is unable to redirect KLM representatives to other third-party project sites on the canceled or delayed scheduled service day, at a minimum, the KLM Client will be billed and the KLM Client agrees to pay KLM for one (1) full day of KLM labor.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance. KLM will provide KLM Client with a certificate of insurance upon KLM Client's request.
10. **PAYMENT.** KLM will submit periodic invoices for KLM services provided and work performed. Invoices are due upon receipt. The KLM Client agrees to inform KLM of invoice questions or disputes within 10 business days of the invoice date. The KLM Client agrees to pay all undisputed KLM invoiced amounts within 45 days of the invoice date. The KLM Client agrees to pay interest on all overdue amounts at a rate of 1.5% per annum or the rate allowed by law, whichever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts. If any undisputed invoice remains unpaid for 60 days, then KLM may, at its sole discretion, suspend or terminate services to the KLM Client without liability.
11. **INDEMNIFICATION.** KLM shall indemnify and hold harmless the KLM Client and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by KLM's negligent acts or omissions.

The KLM Client shall indemnify and hold harmless KLM and its shareholders, directors, officers, members, governors and employees from liability, claims, losses, and damages arising out of or relating to the applicable Project, provided that such claims, costs, losses, or damages are attributable to bodily injury, sickness, disease, or death, or injury to, or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by the KLM Client's negligent acts or omissions. Further, the KLM Client shall indemnify and hold harmless KLM from all claims or losses arising out of the unauthorized use of KLM's Documents.

12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL KLM OR THE KLM CLIENT BE LIABLE, ONE TO THE OTHER, FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE OF ANY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.
13. **DELAYS.** If KLM service or work delays are caused by the KLM Client, by third parties, strikes, natural causes, weather, or other circumstances beyond KLM's control, a reasonable time extension for performance of KLM services and work shall be granted, and KLM shall be entitled to and the KLM Client agrees to pay KLM an equitable fee adjustment.
14. **TERMINATION.** After seven (7) days written notice, either party may elect to terminate this Agreement. Notwithstanding the foregoing, the KLM Client agrees to pay for all KLM services provided and work performed through the date of termination. Notwithstanding the foregoing, the following sections shall survive the termination of this Agreement: Sections 5, 7, 10, 11, 12, 15, 16, 21 and 24.
15. **SEVERABILITY.** Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions of the Agreement shall continue in full force and effect.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services and work for the KLM Client and the same are for use only for the project (KLM Documents). KLM retains all ownership of said documents regardless of whether the project is completed. The KLM Client may retain copies of the KLM Documents for reference purposes. KLM does not represent or warrant that the KLM Documents are suitable for reuse on any extension of the project or on other projects. The KLM Client shall not use the KLM Documents without KLM's written consent.
17. **ASSIGNMENT.** KLM may not assign this Agreement to any other person unless written consent is obtained from the KLM Client.
18. **AMENDMENTS.** Any modification or amendment of to this Agreement shall require a written agreement signed by both Parties.
19. **NONDISCRIMINATION.** In the hiring of employees to perform work under this Agreement, KLM shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.
20. **GOVERNING LAW.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to or application of conflicts of law rules or principles. All proceedings related to this Agreement shall be venued in **Washington County, Minnesota.**
21. **AUDIT.** Pursuant to **Minnesota Statutes, § 16C.05, Subdivision 5**, KLM agrees that the KLM Client, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary (but under all circumstances not more often than once per calendar year), shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records which are pertinent to the accounting practices and procedures of KLM, and involve transactions relating to this Agreement.

22. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this Agreement and thereafter, KLM has the KLM Client's permission to take photographs or video of the project site for training, documentation, education or KLM promotional purposes. A signed Agreement that includes these KLM Terms and Conditions constitutes the KLM Client's written permission to KLM regarding the use of the items and information set forth in this section.
23. **WAIVER.** The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other Party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
24. **HEADINGS.** Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
25. **ENTIRE AGREEMENT.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

End of the KLM Terms and Conditions.

Rev 2022.11.23

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Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 10/07/2025

Board & Commission: City Council

Subject: Finance Update

Background

Included in the Finance Update are reports for Cash and Investments, the August Finance Update, and the August Liquor Store Update.

At the end of August 2025, the City held \$25,273,665.62 in cash and investments. Approximately \$7.8 million has been held in the checking accounts and money markets. This is higher than normal due to the property taxes that were received in July. The accounts are kept high at this time of year due to debt payments that occur in early August. The remaining balance is held in CDs, Treasuries, Agencies, and Bonds. Ideally, we try to invest no further out than 3 years.

This is followed by the August Finance Update and the August Liquor Store Update.

Voting Requirements:

Bank Account Balances

8/31/2025

	EOM Balance	Interest Rate
Bremer - Checking (0753)	575,409.72	0.0%
Bremer - MM (2886)	5,646,049.68	3.4%
Associated - Checking (4089)	233,251.94	0.0%
Associated - MM (3859)	1,237,550.17	3.71%
Xpress Cash Balance	161,272.14	0.00%
Total Checking/Savings	\$ 7,853,533.65	

Investments

US Bank	15,371,067.44	Varies *
Neighborhood National CD	1,000,000.00	1.8%
Wells Fargo	1,049,064.53	Varies *
Total Investments	\$ 17,420,131.97	

Total Cash & Investments	\$ 25,273,665.62
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US Bank and Wells Fargo investments have multiple types of investments with different interest rates that fluctuate from 2% to 5.05% with an average of 3.944%.

City of North Branch

August 2025 Update

Percent of Year

0.67%

General Fund

	8/31/2025 Actual	8/31/2024 Actual	Current vs Prior Inc/(Dec)	Projected 2025	2025 Budget
Revenues:					
Taxes	\$ 3,417,271	\$ 2,940,327	\$ 476,944	\$ 6,152,620	\$ 6,246,315
Licenses & Permits	253,732	303,366	(49,634)	380,598	347,800
Intergovernmental	850,383	841,528	8,855	1,665,593	1,570,822
Charges for Services	108,707	116,691	(7,984)	135,883	104,300
Fines & Forfeits	19,286	17,678	1,608	24,108	17,000
Other Revenue	173,686	521,070	(347,384)	260,529	150,400
Other Financing Sources	14,701	8,600	6,101	337,352	315,300
Total Revenues	<u>\$ 4,837,766</u>	<u>\$ 4,749,260</u>	<u>\$ 88,506</u>	<u>\$ 8,956,682</u>	<u>\$ 8,751,937</u>
Expenditures:					
City Council	\$ 14,914	\$ 25,800	\$ (10,886)	30,000	\$ 32,382
City Administrator	146,537	48,323	98,214	215,456	261,168
City Clerk	45,373	92,277	(46,904)	70,733	132,406
Elections	-	4,756	(4,756)	-	-
Technology	365,158	-	365,158	480,000	481,100
Finance	242,806	215,591	27,215	371,009	404,753
City Attorney	52,797	103,220	(50,423)	91,000	50,000
City Engineer	16,680	18,179	(1,499)	37,500	40,000
Legislative	20,112	15,000	5,112	30,224	31,500
Planning & Zoning	58,229	72,604	(14,375)	111,130	153,239
City Facilities	92,625	150,217	(57,592)	139,720	172,189
Police	1,873,161	1,870,353	2,808	2,696,045	2,777,895
Fire	447,966	309,744	138,222	708,491	809,257
Building Inspection	230,089	223,146	6,943	333,642	352,169
Civil Defense	6,066	55,107	(49,041)	11,096	4,200
Animal Control	2,450	2,800	(350)	5,000	4,500
Street Lights	40,112	38,313	1,799	59,128	109,000
Public Works	1,179,106	894,877	284,229	3,164,364	3,176,340
Parks	139,588	236,157	(96,569)	309,929	382,074
Library	61,378	53,509	7,869	97,582	116,202
Non-Dept Exps	152,978	135,861	17,117	442,283	301,100
Total Expenditures	<u>\$ 5,188,125</u>	<u>\$ 4,565,834</u>	<u>\$ 622,291</u>	<u>9,404,332</u>	<u>\$ 9,791,474</u>
Net Postion increase/(decrease)	<u>\$ (350,360)</u>	<u>\$ 183,426</u>	<u>\$ (533,786)</u>	<u>\$ (447,650)</u>	<u>\$ (1,039,537)</u>

EDA (201)

	8/31/2025 Actual	8/31/2024 Actual	Current vs Prior Inc/(Dec)	Projected 2025	2025 Budget
Revenues:					
Taxes	\$ 306,928	\$ 301,479	5,449	554,593	\$ 561,045
Charges for Services	-	-	-	-	4,066
Other Revenue	42,298	2,400	39,898	66,000	3,600
Other Financing Sources	101,415	97,970	97,970	182,873	185,000
Total Revenues	<u>\$ 450,641</u>	<u>\$ 401,849</u>	<u>\$ 143,317</u>	<u>\$ 803,465</u>	<u>\$ 753,711</u>
Expenditures:					
Operating Expenditures	\$ 98,653	\$ 71,618	27,035	510,503	\$ 605,579
Total Expenditures	<u>\$ 98,653</u>	<u>\$ 71,618</u>	<u>\$ 27,035</u>	<u>\$ 510,503</u>	<u>\$ 605,579</u>
Net Postion increase/(decrease)	<u>\$ 351,988</u>	<u>\$ 330,231</u>	<u>\$ 116,282</u>	<u>\$ 292,962</u>	<u>\$ 148,132</u>

Sewer Fund (602)

	8/31/2025 Actual	8/31/2024 Actual	Current vs Prior Inc/(Dec)	Projected 2025	2025 Budget
Revenues:					
Charges for Services	\$ 251,589	\$ 290,945	\$ (39,357)	394,680	\$ 355,000
Utility Charges	1,052,222	838,334	213,889	1,781,719	1,803,000
Other Revenue	66,851	406	66,445	66,851	5,000
Other Financing Sources	-	-	-	-	-
Total Revenues	<u>\$ 1,370,662</u>	<u>\$ 1,129,685</u>	<u>\$ 240,977</u>	<u>\$ 2,243,250</u>	<u>\$ 2,163,000</u>
Expenditures:					
Sanitary Sewer	\$ 854,073	\$ 574,956	279,118	1,856,110	\$ 2,325,610
Total Expenditures	<u>\$ 854,073</u>	<u>\$ 574,956</u>	<u>\$ 279,118</u>	<u>\$ 1,856,110</u>	<u>\$ 2,325,610</u>
Net Postion increase/(decrease)	<u>\$ 516,589</u>	<u>\$ 554,729</u>	<u>\$ (38,140)</u>	<u>\$ 387,141</u>	<u>\$ (162,610)</u>

Liquor Store Fund (609)

	8/31/2025 Actual	8/31/2024 Actual	Current vs Prior Inc/(Dec)	Projected 2025	2025 Budget
Revenues:					
Liquor Store - East	\$ 1,956,512	\$ 1,860,111	\$ 96,402	\$ 3,026,450	\$ 3,013,672
Liquor Store - West	798,207	753,785	44,422	1,297,050	1,245,911
Cost of Liquor Sold - East	(1,402,939)	(1,368,779)	(34,160)	(2,194,176)	(2,258,504)
Cost of Liquor Sold - West	(551,786)	(540,198)	(11,588)	(907,935)	(848,339)
Other Revenue	4,932	1,254	3,679	9,865	9,600
Total Revenues	\$ 804,926	\$ 706,172	\$ 98,754	\$ 1,231,254	\$ 1,162,340
Operating Expenses:					
Liquor Store - East	\$ 324,561	\$ 354,720	(30,158)	\$ 720,832	\$ 763,666
Liquor Store - West	201,633	264,831	(63,198)	371,337	393,998
Total Operating Expenses	\$ 526,194	\$ 619,550	\$ (93,356)	\$ 1,092,169	\$ 1,157,664
Net Postion increase/(decrease)	\$ 278,732	\$ 86,622	\$ 192,110	\$ 139,085	\$ 4,676
Net Profit Percentage	10.10%	3.31%		3.21%	

Stormwater Fund (612)

	8/31/2025 Actual	8/31/2024 Actual	Current vs Prior Inc/(Dec)	Projected 2025	2025 Budget
Revenues:					
Utility Charges	\$ 400,556	\$ 352,280	48,277	428,840	\$ 475,500
Other Revenue	12,656	14	12,641	18,984	300
Other Financing Sources	-	-	-	-	-
Total Revenues	\$ 413,212	\$ 352,294	\$ 60,918	\$ 447,824	\$ 475,800
Expenditures:					
Storm Sewer	\$ 196,432	\$ 211,918	(15,486)	444,648	\$ 563,413
Total Expenditures	\$ 196,432	\$ 211,918	\$ (15,486)	\$ 444,648	\$ 563,413
Net Postion increase/(decrease)	\$ 216,780	\$ 140,376	\$ 76,404	\$ 3,176	\$ (87,613)

Water Fund (615)

	8/31/2025	8/31/2024	Current vs Prior	Projected	2025
	Actual	Actual	Inc/(Dec)	2025	Budget
Revenues:					
Charges for Services	\$ 271,780	\$ 511,003	\$ (239,223)	407,670	\$ 135,000
Water Charges	1,427,965	1,153,449	274,516	2,141,948	1,969,468
Other Revenue	56,100	30,575	25,525	84,149.96	50,000
Other Financing Sources	-	23,509	23,509	-	-
Total Revenues	<u>\$ 1,755,845</u>	<u>\$ 1,718,537</u>	<u>\$ 84,327</u>	<u>\$ 2,633,767</u>	<u>\$ 2,154,468</u>
Expenditures:					
Water	\$ 788,381	\$ 3,618,170	(2,829,789)	2,010,000	\$ 2,700,682
Total Expenditures	<u>\$ 788,381</u>	<u>\$ 3,618,170</u>	<u>\$ (2,829,789)</u>	<u>\$ 2,010,000</u>	<u>\$ 2,700,682</u>
Net Postion					
increase/(decrease)	<u>\$ 967,464</u>	<u>\$ (1,899,634)</u>	<u>\$ 2,914,116</u>	<u>\$ 623,767</u>	<u>\$ (546,214)</u>

Generation Fund (620)

	8/31/2025	8/31/2024	Current vs Prior	Projected	2025
	Actual	Actual	Inc/(Dec)	2025	Budget
Revenues:					
Charges for Services	\$ -	\$ 12,766	\$ (12,766)	-	\$ -
Utility Charges	240,000	241,592	(1,592)	360,000	360,000
Other Revenue	137,963	24,071	113,891	137,963	-
Other Financing Sources	-	-	-	-	-
Total Revenues	<u>\$ 377,963</u>	<u>\$ 278,429</u>	<u>\$ 99,533</u>	<u>\$ 497,963</u>	<u>\$ 360,000</u>
Expenditures:					
Generation	\$ 161,595	\$ 129,030	32,565	292,393	\$ 361,151
Total Expenditures	<u>\$ 161,595</u>	<u>\$ 129,030</u>	<u>\$ 32,565</u>	<u>\$ 292,393</u>	<u>\$ 361,151</u>
Net Postion					
increase/(decrease)	<u>\$ 216,367</u>	<u>\$ 149,399</u>	<u>\$ 66,968</u>	<u>\$ 205,569</u>	<u>\$ (1,151)</u>

Monthly Report for Liquor Store - Council Report

August 2025

Percent of Year: 0.67%

Sales by Month and Year-to-Date

Month	2025 Sales	3 Year Avg Sales	2024 Sales	2023 Sales	2022 Sales	2021 Sales
January	\$ 291,927	\$ 258,152	\$ 249,337	\$ 260,869	\$ 264,251	\$ 294,006
February	271,922	259,711	260,707	258,033	260,393	266,208
March	312,449	284,347	295,583	287,435	270,023	304,564
April	320,504	291,390	288,819	294,541	290,810	327,239
May	390,851	353,492	359,929	360,263	340,284	366,090
June	362,853	369,694	356,157	396,703	356,222	370,136
July	406,984	386,768	387,761	384,874	387,670	406,355
August	402,160	377,153	416,855	374,215	340,390	337,323
September	-	358,098	367,288	364,930	342,075	329,748
October	-	320,305	348,507	320,341	292,066	332,607
November	-	324,683	360,918	315,225	297,905	310,290
December	-	407,670	435,391	392,734	394,885	375,740
Total	\$ 2,759,651	\$ 3,991,463	\$ 4,127,252	\$ 4,010,162	\$ 3,836,975	4,020,305

YTD Sales compared to 3 Year Avg	\$ 178,943
YTD Sales compared to 2024 Sales	\$ 144,502

YTD Sales compared to 3 Year Avg	106.93%
YTD Sales compared to 2024 Sales	105.53%

Expenses by Month and Year-to-Date

Month	2025 Expenses	3 Year Avg Expenses	2024 Expenses	2023 Expenses	2022 Expenses	2021 Expenses
January	267,093	\$ 246,181	175,638	255,794	307,113	293,718
February	262,001	279,673	331,652	272,608	234,760	282,744
March	281,533	334,265	324,884	326,195	351,716	382,787
April	306,612	303,311	287,748	309,284	312,900	317,321
May	382,917	358,198	389,397	327,960	357,236	325,980
June	294,551	327,872	275,479	306,429	401,707	361,741
July	304,131	353,050	378,477	364,310	316,364	365,403
August	381,999	354,394	365,253	364,211	333,718	338,110
September	-	327,614	346,710	330,720	305,413	329,361
October	-	272,960	237,750	306,036	275,092	279,299
November	-	366,419	378,443	378,576	342,238	279,323
December	-	482,953	660,224	487,602	301,033	392,250
Total	\$ 2,480,837	\$ 4,006,889	\$ 4,151,654	\$ 4,029,724	\$ 3,839,288	3,948,037

YTD Expenses compared to 3 Year Avg	\$ (76,106)
YTD Expenses compared to 2024 Exps	\$ (47,690)

YTD Expenses compared to 3 Year Avg	97.02%
YTD Expenses compared to 2024 Exps	98.11%

	2025	3 Year Avg	2024	2023	2022	2021
YTD Net Income (Before Transfers)	\$ 278,814	\$ 76,093	\$ 55,598	\$ 80,438	\$ 92,243	\$ 172,269
Net Income Percentage	10.10%	1.92%	1.35%	2.01%	2.40%	4.28%

Gross Margin NOTE: Gross Margin measures the revenue generated less the cost of the items sold

Monthly Report for Liquor Store - Council Report

August 2025

Percent of Year: 0.67%

	2025 Annual Budget	Actual 2025 YTD	Actual East	Actual West
Sales	\$ 4,259,583	\$ 2,754,719	\$ 1,956,512	\$ 798,207
Cost of Sales	3,106,843	1,954,725	1,402,939	551,786
Gross Margin	\$ 1,152,740 27.1%	\$ 799,994 29.0%	\$ 553,573 28.3%	\$ 246,420 30.9%

	2025 Annual Budget	Actual 2025 YTD	East Actual	West Actual
Gross Margin by Category - Budget vs Actual				
Liquor	\$ 418,468	\$ 280,479	\$ 197,342	\$ 83,137
Beer	556,299	351,690	254,956	96,734
Wine	123,638	103,450	53,594	49,856
Non-Alcoholic	37,335	35,226	28,613	6,613
THC	17,000	29,148	19,068	10,080
Other	-	-	-	-
	<u>\$ 1,152,740</u>	<u>\$ 799,994</u>	<u>\$ 553,573</u>	<u>\$ 246,420</u>

2025 Sales By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	291,017	108,447	134,588	29,854	8,527	9,601
February	270,498	102,744	122,439	29,206	7,886	8,224
March	311,711	115,750	145,909	32,016	8,543	9,492
April	319,634	117,478	151,667	31,388	9,222	9,879
May	389,862	143,857	191,703	31,187	9,203	13,912
June	362,853	131,376	179,666	29,633	8,187	13,992
July	406,984	145,869	203,349	30,037	10,836	16,893
August	402,160	149,728	191,844	33,503	11,339	15,745
September	-					
October	-					
November	-					
December	-					
Total	<u>2,754,719</u>	<u>1,015,249</u>	<u>1,321,166</u>	<u>246,823</u>	<u>73,743</u>	<u>97,738</u>

2025 Cost of Goods Sold By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	189,931	98,706	65,812	14,628	6,730	4,055
February	197,271	70,807	92,673	22,267	5,747	5,776
March	215,775	88,594	91,132	23,825	4,551	7,672
April	248,250	94,221	127,565	14,754	5,188	6,523
May	302,502	112,929	148,341	25,240	5,761	10,231
June	243,217	86,363	138,001	7,370	3,131	8,352
July	250,491	80,559	137,287	18,564	4,993	9,089
August	307,288	102,590	168,665	16,725	8,494	10,814
September	-					
October	-					
November	-					
December	-					
Total	<u>1,954,725</u>	<u>734,769</u>	<u>969,475</u>	<u>143,373</u>	<u>44,595</u>	<u>62,512</u>

Monthly Report for Liquor Store - Council Report

August 2025

Percent of Year: 0.67%

2024 Sales to Cost of Goods Sold Comparison

2024 Sales By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	249,162	96,471	116,344	27,809	-	8,539
February	260,303	99,256	121,438	30,641	-	8,968
March	295,369	111,612	140,575	33,741	-	9,440
April	287,961	105,719	143,013	28,776	-	10,454
May	359,716	128,807	184,939	32,723	-	13,247
June	356,247	127,840	182,522	32,263	-	13,622
July	387,751	132,338	208,092	31,690	-	15,631
August	416,555	142,184	221,495	36,758	909	15,209
September	367,288	127,223	188,095	34,381	4,368	13,221
October	348,482	128,231	167,580	35,655	5,341	11,675
November	360,318	133,546	163,115	47,104	5,691	10,861
December	421,538	166,694	178,546	56,103	8,411	11,784
Total	4,110,689	1,499,920	2,015,754	427,645	24,720	142,651

2024 Cost of Goods Sold By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	98,488	54,374	39,284	3,003	-	1,826
February	257,805	102,021	116,719	29,676	-	9,389
March	232,041	99,025	98,637	25,000	-	9,379
April	222,083	77,625	113,174	22,005	-	9,280
May	310,782	105,537	152,552	38,043	-	14,650
June	206,602	69,342	112,660	11,939	-	12,660
July	302,657	87,152	175,558	28,314	-	11,633
August	278,520	93,741	156,504	18,515	-	9,760
September	280,341	100,389	141,435	21,712	6,959	9,845
October	177,997	46,801	103,408	18,209	3,421	6,158
November	298,206	94,454	151,680	38,439	3,429	10,205
December	311,851	92,170	183,084	31,170	(340)	5,767
Total	2,977,372	1,022,631	1,544,694	286,026	13,470	110,552



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 10/08/2025

Board & Commission: City Council

Subject: Consider approval of job description for Director of Public Works and Utilities

Overview / Background

Upon reviewing the current job description for the Director of Public Works and Utilities, it was noted that the original document was written in July 2004 and last amended in August 2014. Given the evolving scope and responsibilities of this role, a comprehensive re-evaluation was conducted to ensure it accurately reflects the leadership and operational needs of the department today.

The Director oversees five distinct divisions within Public Works: Maintenance, Water, Wastewater, Mechanical, and Electric Generation. The revised job description aims to encompass leadership responsibilities across all these areas while aligning with current organizational expectations and future needs.

To support the revision process, an anonymous survey was distributed to staff within the Public Works department to gather input on the qualities and competencies they value in a new leader. With a 50% response rate, employees indicated a strong preference for a leader who is approachable and open-minded, with key strengths in clear and consistent communication, project management, and decision-making. They also emphasized the importance of a balanced and supportive management style, one that encourages collaboration, trust, and professional growth.

A parallel survey was conducted with department heads, who echoed many of the same sentiments. They highlighted the need for a peer who fosters team-building, communicates clearly, leads collaboratively, and supports staff development within their respective teams.

Feedback from City Council members aligned closely with that of staff and leadership. Council emphasized the importance of appointing a Director who demonstrates strong leadership and management capabilities, excels in conflict resolution, and maintains a safe and productive work environment. Additionally, there is a desire to see the role focus on talent development, with a

goal of cultivating future leaders within the department, including future Leads and Directors of Public Works.

This new job description also uses the current job description template and updates the position title to align with the current Essential Supervisor Unit Contract.

This collective feedback has been instrumental in guiding updates to the job description, ensuring it aligns with the department's operational needs, organizational values, and long-term strategic vision.

Staff Recommendation

City Staff recommends the Council approves the Job Description for the Director of Public Works and Utilities as presented,

Voting Requirements:

Voting Options Simple Majority



Director of Public Works and Utilities Job Description

Department:
Public Works

Reports To:
City Administrator

Supervisees:
Public Works Manager,
Public Works Administrative
Assistant, Lead Generation, Lead
Wastewater Operator,
Wastewater Operator,
Lead Water Operator,
Water Operator,
Lead Mechanic,
Mechanic,
Public Works Maintenance 1,
Seasonal Employees,

Employment Status:
Full Time

FLSA Status:
Exempt

Union Representation:
Teamsters Supervisors

Date Approved:
Pending

Position Summary: Responsible for providing management and leadership to the entire Public Works department, to include supervising and mentoring staff, preparing the department budget, and ensuring established guidelines are followed. Position will promote and maintain good public relations and customer satisfaction with the general public, vendors, and partner agencies

Essential Duties: The list below is intended to be illustrative of the responsibilities of the position and not all-encompassing. This position oversees all functions of the department including engineering, project management, water management, waste water, sewer, city facilities, city fleet, electric generation, and parks. The City may change these duties at any time.

Major areas of accountability

1. Maintain a work environment that encourages growth and development of team members.
2. Supervise the continual training of all Public Works personnel by conducting employee meetings and safety meetings.
3. Oversee the recruitment and hiring of all full-time and seasonal Public Works personnel; assess employee performance; evaluate effectiveness of employee orientation and training programs.
4. Apply management theories and principles.
5. Maintain and stay up to date with Public Work skills and techniques by attending conventions and seminars.
6. Communicate with the Public Works Manager daily.
7. Communicate with other staff on an as needed basis. Develop and implement department objectives, policies and procedures.
8. Maintain good public relations with residents, local businesses, civic groups, and partner agencies.
9. Present with clear and conciseness in open and closed meetings. As the subject matter expert meets the audience at their level of knowledge ranging from the layperson to engineers from other partner agencies
10. Develop and maintain an operating plan and budget that projects capital expenditures, revenues, expenses.
11. Ensuring all contractual work is completed before submitting invoices for final approval and payment.
12. Coordinate the purchases of all products, office supplies, uniforms and other operational supplies.
13. Determine work procedures, schedules, and workflow while improving efficiency.
14. Maintain current department policy and procedure manual. Submit all new policies to Human Resources, Public Works Committee, City Council, and/or City Administrator for approval prior to implementation.
15. Ensures the records of the department activities are completed timely and maintained within data retention requirements.
16. Perform other duties as apparent or assigned.
- 17.

Personnel

1. Participate in conducting interviews for all Public Works employees and make recommendations for hire to the City Administrator.

2. Coordinate all new hires with Human Resources.
3. Conduct or coordinate initial on-boarding and start-up training for all new staff.
4. Assist in providing employee orientation through discussion on equipment and vehicle knowledge by providing training and guidance on all policies and procedures.
5. Assist in training staff in proper customer relations skills, public works knowledge and maintaining a high quality of service to the public.
6. Supervise all Public Work Department staff including prioritization and assignment of job duties as necessary, ensuring employees adhere to City and department policies and procedures.
7. Maintain a healthy and safe working environment.
8. Create a culture of learning and development within the department.
9. Be actively engaged in the development and mentoring of employees.
10. Deliver employee evaluations setting Key Performance Indicators for Public Work positions and set SMART goals in collaboration with employees.
11. Stay up to date on all personnel issues and address them as they arise.
12. Resolves intra- and interdepartmental conflicts using proven conflict management strategies.
13. Responsible for creating monthly schedules, monitoring and approving schedule adjustments, and coordinating staffing to ensure complete shift coverage. Oversee on-call rotations for Public Works and Generation, with a focus on minimizing overtime.
14. Review, approve and submit for processing all public work department payroll records on a bi-weekly basis.
15. Perform other duties as apparent or assigned.

Communication, Public Education, and Outreach

1. Communicates with property owners about maintenance projects and keeps them informed of the status of the project, including project explanations, answering questions about the schedule, and the impact on the property.
2. Coordinates projects with other city departments and government agencies.
3. Schedules, coordinates, and represents the Public Works department at preconstruction, construction, and public improvement project neighborhood meetings.
4. Presents information to the leadership team and/or Council, as necessary.

5. Resolves complex and sensitive customer service issues via proper communication type (direct, phone, written).
6. Ensure there is no conflict of interest within the department.
7. Complete data requests while ensuring protected information remains confidential, as applicable within state law.
8. Maintains regular contact with engineers from consulting and partner agencies.

Job Qualifications:

Knowledge, Skills and Abilities:

- Must be available to work on a schedule that includes a variety of days, evenings, nights, weekends and holidays
- Must live within a response time of 40 minutes for weather or facility emergencies
- Possesses exceptional leadership acumen and management capabilities
- Excellent industry knowledge
- Strong customer service orientation and problem-solving skills
- Strong computer experience including knowledge in word processing and spreadsheet software

Education and Experience:

- Five years experience in public works or related field
- Three years of supervisory experience
- Bachelor's degree in chemical, civil, environmental, mechanical or sanitary engineering: or a physical or biological science preferred
- Class A Commercial Driver's license with tanker endorsement preferred
- Class B Wastewater license is preferred. (Willingness to get Class D in one year if not a license holder)
- Class C Water License is preferred. (Willingness to get Class D in one year if not a license holder)
- Type 4 Biosolids land application certification preferred or ability to obtain in 3 years
- Must possess a valid driver's license and good driving record for past 3 years
- Previous experience with SCADA systems preferred
- General knowledge of electrical and generation preferred

Physical Requirements and Work Environment:

Requires prolonged sitting, standing, speaking or hearing and using hands to handle, grab or feel and occasionally requires walking, climbing, reaching with hands and arms, smelling, pushing or pulling and repetitive motions; Work has standard vision requirements; This work requires the occasional exertion of up to 50 pounds of force, exertion of up to 20 lbs. of force frequently, and/or up to 10 lbs. of force constantly; Hearing is required to perceive information at normal spoken word levels and to receive

detailed information through oral communications and/or to make fine distinctions in sound; Work requires preparing and analyzing written or computer data and observing general surroundings. The environment is a combination of controlled office space, outside in all environments, and driving in vehicles. Incumbents may be subject to moving mechanical parts, electrical currents, vibrations, fumes, odors, dust, gases, poor ventilation, oils, and limited workspace. Position also requires travel as needed. Reasonable accommodation may be requested.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirement of the job change.



Prepared By: Ryan Saltis, City Planner, Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 10/08/2025

Board & Commission: City Council

Subject: Consider Resolution R-240-2025 to deny a variance request from design standards at 39777 Flink Avenue

Overview / Background

At the September 17th Special Planning Commission Meeting, Loren Beach (Applicant) requested approval for a Variance from Design Standards for building materials, Text Amendment to City Code to include outdoor storage, equipment & materials as a Conditional Use in the B-Business Zoning District and Conditional Use Permit for outdoor storage, equipment & materials at 39777 Flink Ave. These requests are for a proposed building and garage for Beach Transport Inc.

During the public hearing, there was opposition from the surrounding property owners and their representatives regarding the use of the parcel as a heavy truck operation, the easement to access the property, and diminishing values of their property.

The Planning Commission voted to deny the requests for the Variance, Text Amendment and Conditional Use Permit. It was determined that each request failed to meet the established criteria. Voting was 4-0 in favor of denial for all items.

The Staff Report and Meeting Minutes from the September 17th Planning Commission Meeting are attached for review by the City Council.

Requested Action

Approve Resolution R-240-2025 to deny a variance request from design standards at 39777 Flink Avenue

Voting Requirements:

Voting Options

Simple Majority



Planning Commission Action

Motion to recommend/deny approval to the City Council, for Beach Transport requests for:

- Variance from design standards
- Text Amendment to City Code to include Outdoor Storage, Equipment & Materials as a Conditional Use in the B-Business Zoning District
- Conditional Use Permit for Outdoor Storage, Equipment & Materials at 39777 Flink Ave.

Overview / Background

Loren Beach (Applicant) has requested approval for a Variance from Design Standards for building materials, Text Amendment to City Code to include outdoor storage, equipment & materials as a Conditional Use in the B-Business Zoning District and Conditional Use Permit for outdoor storage, equipment & materials at 39777 Flink Ave. These requests are for a proposed building and garage for Beach Transport Inc. This business provides aggregate material transportation for public and private road construction.

The previous use of the parcel was a single-family residence which has since been demolished by the applicant. The 4.98 acre parcel is zoned B-Business and is entirely surrounded by properties zoned similarly. The subject site has frontage on I-35 and is visible from this freeway. The subject site is only accessible from Flink Ave by an easement provided on the parcel to the west.

The overall site goals are to provide commercial office space for business (trucking) operations with an attached garage for servicing semi fleet. An office building and heavy truck, repair, sales and service are permitted uses within the B-Business Zoning District. Trucking is not currently listed as a use within any of the zoning districts; however Terminal, Trucking & Freight Transfer are list as a conditional use in the Industrial districts. Development plans are subject to Site Plan review, which is handled administratively.

Issue(s) to Consider

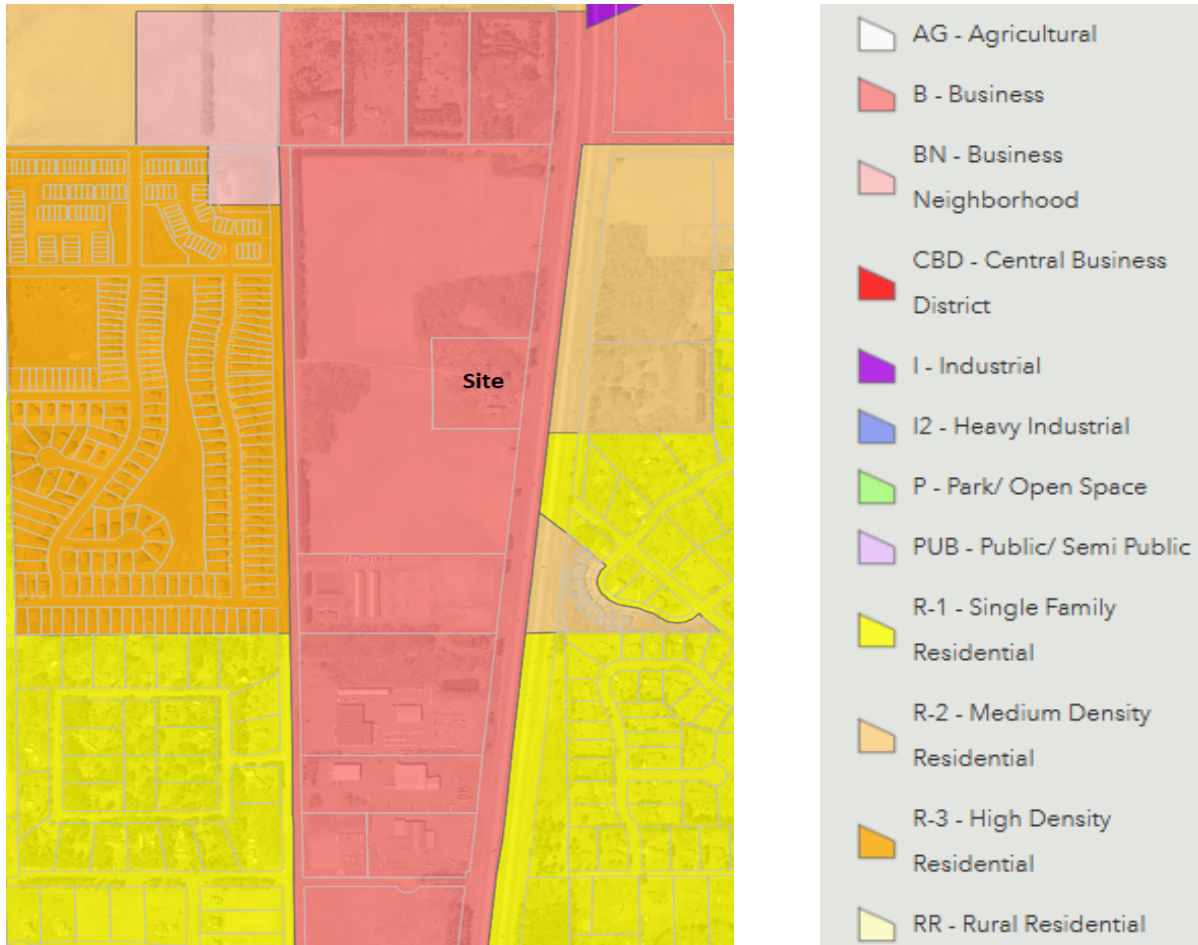
1. Land Use/Zoning and Surrounding Uses
2. Variance from Design Standards
3. Text Amendment to City Code
4. Conditional Use Permit – Outdoor Storage, Equipment & Materials

Analysis of Issue(s)

1. Land Use/Zoning and Surrounding Uses

The Subject Property is zoned **B - Business** and guided **LUB - Land Use Business**, per the Comprehensive Plan. The subject site is completely surrounded by PID 11.000364.00, a vacant parcel currently used for farming and agriculture. This surrounding parcel is zoned similarly as B-Business, as this area has visibility from I-35. There are several businesses to the south of the subject site including Gopher State Storage, Frerich's Construction Outdoor Storage, Lakes & Pines commercial building, Lamperts Lumber, and Schwing Bioset. These businesses are all currently zoned B-Business; however the zoning designation for some of these parcels in the past has been Industrial. All businesses within this corridor have followed the appropriate zoning regulations at the time of construction.

Zoning Map:



2. Variance from Design Standards

The applicant has applied for a variance for building materials used on the garage portion of the building. The variance is from City Code Section 66-943 Design Standards. According to the Design Standards Zone Map, The parcel is located in Zone 1 which requires the building to meet 65% of Class 1 building materials and 35% Class 2 building materials. The garage portion of the building is proposed to have primarily metal panels for the siding material, and will also have three garage doors with windows. Classes of building materials are described below:

1. Class I consisting of:

- i. Brick,
- ii. Natural stone (or similar appearing, high quality manufactured stone),
- iii. Glass curtain wall,
- iv. Copper,
- v. Other comparable or superior materials, or
- vi. New materials that meet the intent of the preamble above.

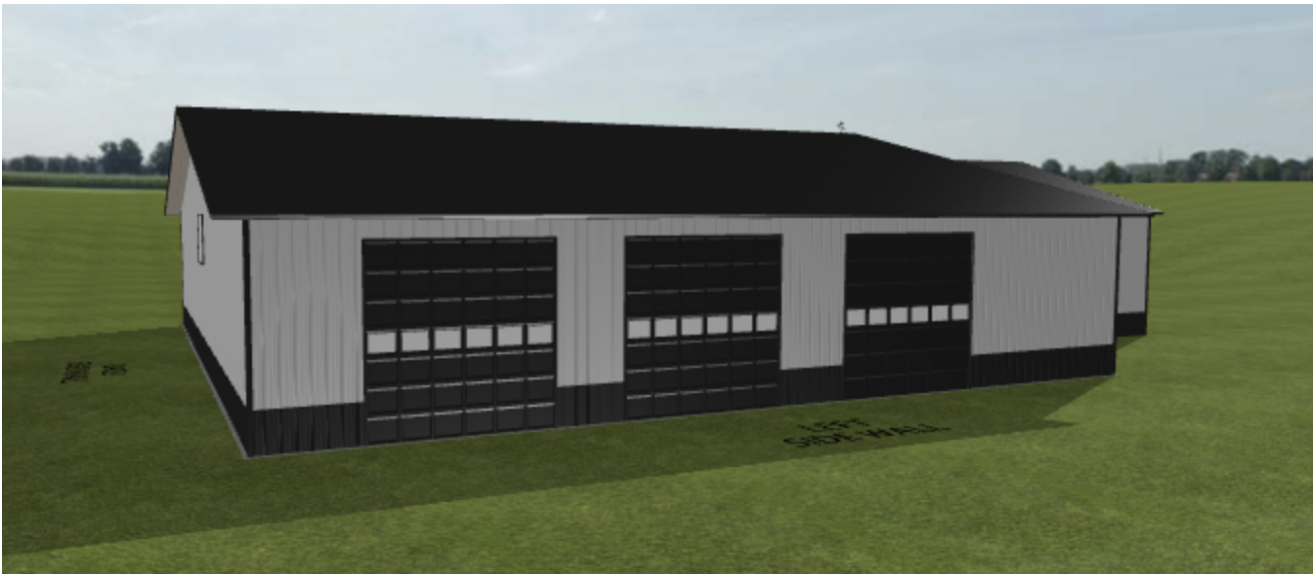
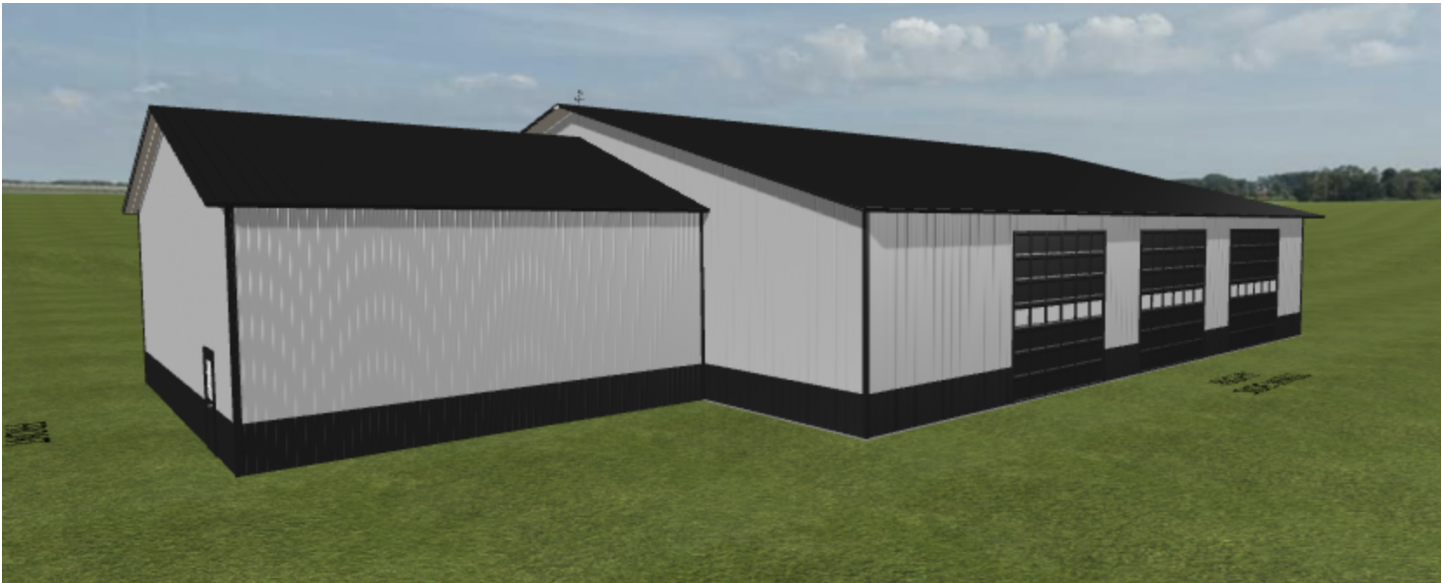
2. Class II consisting of:

- i. Specialty concrete block such as burnished, textured or rock face,
- ii. Architecturally precast concrete panels having an exposed aggregate, light sandblast, acid etch, form liner, smooth as cast, tooled, natural stone veneer, brick face and/or cast stone type finish,
- iii. Masonry stucco,
- iv. Fiber-cement exterior siding,
- v. Other comparable or superior materials,
- vi. New materials that meet the intent of the preamble above.
- vii. Exterior finish installation system (EFIS),
- viii. Opaque panels,
- ix. Ornamental metal,
- x. Smooth concrete block,
- xi. Scored concrete block,
- xii. Smooth concrete tilt-up panels,
- xiii. Glazed block,
- xiv. Glass block,
- xv. Ceramic,
- xvi. Other comparable or superior materials, or
- xvii. New materials that meet the intent of the preamble above.

Concept plans for the building were provided by the applicant and are shown below:



Office Building Concept



The metal panels proposed on the garage portion of the building are currently prohibited in Zone 1 and only allowed in Zone 3. City Code Section 66-943 Design Standards describes the allowable percentages and is shown below:

(2) Exterior building materials shall be subject to Zoning Administrator approval and the following:

- (a) Zone 1: Structures must provide a cohesive architectural appearance reflecting its functional purpose and must be composed of at least sixty-five percent (65%) Class I materials; not more than thirty-five percent (35%) percent Class II materials.

Variances must follow certain criteria listed in City Code Chapter 66 Division 2 Variances, Appeals, Amendments, and Conditional Use Permits. These Sections are described below, with responses by City Staff provided in **Bold**:

Sec 66-64 Findings Of Fact

In considering all requests for variances, appeals, amendments or conditional use permits, the planning agency and the city council shall make a finding of fact. Its judgment shall be based upon, but not limited to, the following factors:

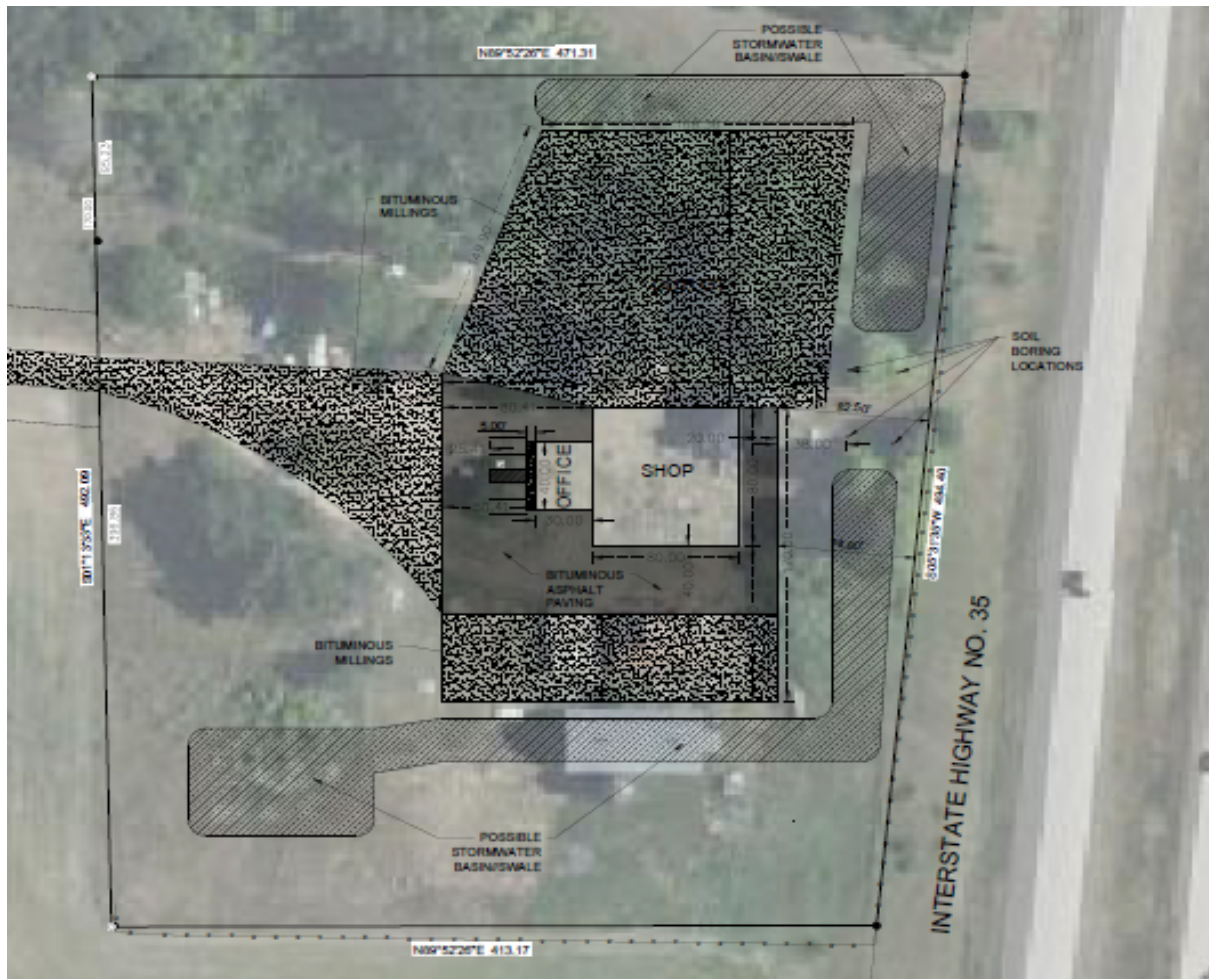
1. Relationship to the city's comprehensive plan;

The variance request for permitted building materials and percentages mostly applies to the City's zoning ordinances and city code. The General Business Designation within Section 3 "Land Use and Growth" within the Comprehensive Plan addresses the need for higher design standards for locations adjacent to I-35 due to the proximity and visibility from this highly traveled roadway. Specific language from the Comprehensive Plan is found below:

General Business

"Locations adjacent to the Central Business District, TH95 and I35 may be subject to stricter design standards so as to achieve an attractive, inviting and high quality retail shopping and commercial services in areas of high visibility and sensitivity to surrounding uses."

The proposed office building orientation will be facing west towards Flink Ave. The rear garage/shop area will be visible from I-35, where the variance from the building materials is proposed. The submittal did not provide elevations with directional clarification (example: East Building Elevations, North Building Elevations etc.) however it appears that the side of the building facing I-35 will not have garage doors and only has varying colors of the same metal panel siding material. The site plan is provided to distinguish the orientation of the building with certain elevations facing roadways.



Site Plan Concept

2. The geographical area involved;

The geographical area would not be impacted by the use of metal panel siding on the building. There are no notable geographical features in the immediate area of the site, and the materials proposed will not negatively impact the surrounding land features.

3. The character of the surrounding area;

The subject site is surrounded by commercial and industrial uses with residential homes found to the north and west of the site. Homes are not immediately adjacent to the subject site. The property is surrounded entirely by vacant land that is currently used for agricultural purposes. The proposed building materials are similar to materials found on buildings to the south of the site, previously approved by the Planning Commission and City Council. However, since the construction of these surrounding industrial use buildings, the I-35 corridor was reclassified to Zone 1 for building materials and all parcels were rezoned to B-Business. The surrounding office building for Lakes & Pines is constructed entirely out of brick. From the applicant's submittal for the concept plan of exterior building elevations, the office building appears to meet the minimum 65% requirement for Class 1 materials including stone and windows. A breakdown of materials and percentages of the building has not been provided, and would be reviewed at the site plan review stage for compliance.

4. The availability and design capacities of existing or proposed utilities;

The variance from design standards for the proposed siding material will not impact existing or proposed utilities. The existing site is served by private well and septic and will continue to be served by the private services until utilities are available to the site and will be required to connect at that time.

5. Whether such a request will tend to or actually depreciate the surrounding area;

The building materials proposed for the garage/shop portion do not meet the requirements for parcels within the Design Standards Zone 1 classification. Zone 1 is the strictest designation for building material requirements and the purpose is due to high visibility areas. Depreciation of surrounding properties due to the proposed metal siding is difficult to quantify, however it is expected that by using higher quality materials found in the class 1 materials list would lessen the depreciation.

6. Whether the request will place an undue financial burden on the city;

The request for the building material variance will not place an undue financial burden on the city. The allowance of metal panels would result in a lower taxable value and revenue generated to the city.

7. Whether the request will impair an adequate supply of light and air to adjacent property;

It is not anticipated that a variance from building materials would impact the adequate supply of light and air on adjacent properties.

8. Whether the request will unreasonably increase the congestion in the public right-of-way;

The request for the building material variance will not impact congestion in the public right-of-way. The property is only accessible from an easement with the property to the west from Flink Ave.

9. Whether the request will increase the danger of fire or endanger the public safety;

The proposed metal siding is engineered to be fire-resistant and non-combustible. Other materials in contrast are combustible such as vinyl and wood. The building material proposed will not increase the danger of fire or endanger public safety. Fire safety for the building as a whole will be analyzed during the building plan review stage of the development.

10. Whether the request is consistent with the spirit and intent of this division.

The request of a variance for allowable building materials has been analyzed above referencing Sec 66-64 Findings of Fact of City Code.

Additional to the Findings of Fact section, the variance request will also have to meet Sec 66-65 Conditions on Approval. This section has been analyzed below, with City Staff comments being provided in **Bold**.

Sec 66-65 Conditions On Approval

1. The planning commission and the city council may not permit as a variance any use that is not permitted under the division for property in the zone where the affected person's land is located. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property. Variances shall only be permitted:

1. When they are in harmony with the general purposes and intent of the ordinance; and

The applicant describes that the intent for the variance request for design standards is based on the proposed building keeping a consistent look with other surrounding buildings. Whether the request meets the general purpose and intent of the ordinance is determined by responses in following questions.

2. When the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

“Practical difficulties,” as used in connection with the granting of a variance, means that:

1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

The use of the property as an office space and a heavy truck repair shop are permitted within the B-Business zoning district, trucking operations are not listed as a permitted. The use of the building remains the same whether this variance is approved or denied. The variance from design standards is primarily an aesthetic preference but can also be considered a difference in building quality when comparing the proposed metal panels to high durability Class 1 materials.

2. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and

The subject site is within zone 1 for design standards and is the most stringent area for allowable building materials. This is due to adjacent visibility from I-35. This is not unique to this individual property as there are several other sites in the immediate area that would have to follow the design standards for Zone 1. This circumstance for meeting zone 1 design standards was not necessarily created by the landowner, but a barrier for construction costs and feasibility for the business as a whole.

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

Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

Design standards for building materials has the ability to be met by the applicant and no unique or natural features of the site would prevent them from being met other than economic consideration. The character of future buildings is important in this area due to visibility from I-35 and the future interchange just north of the subject site at 400th St. The future interchange will provide more connectivity to the area and will be more visible to vehicles traveling along this corridor.

3. The board of adjustment and appeals, the city council acting as the board of adjustment and appeals, may impose conditions in granting the variance to insure compliance and to protect adjacent properties.

The Planning Commission and City Council have the ability to put conditions of approval on the variance request in order to protect adjacent properties. Conditions of approval are restrictions placed on properties to minimize potential negative impacts. Examples of negative impact include blight, decreased safety, inconsistent compatibility of neighborhood character, and straining public facilities.

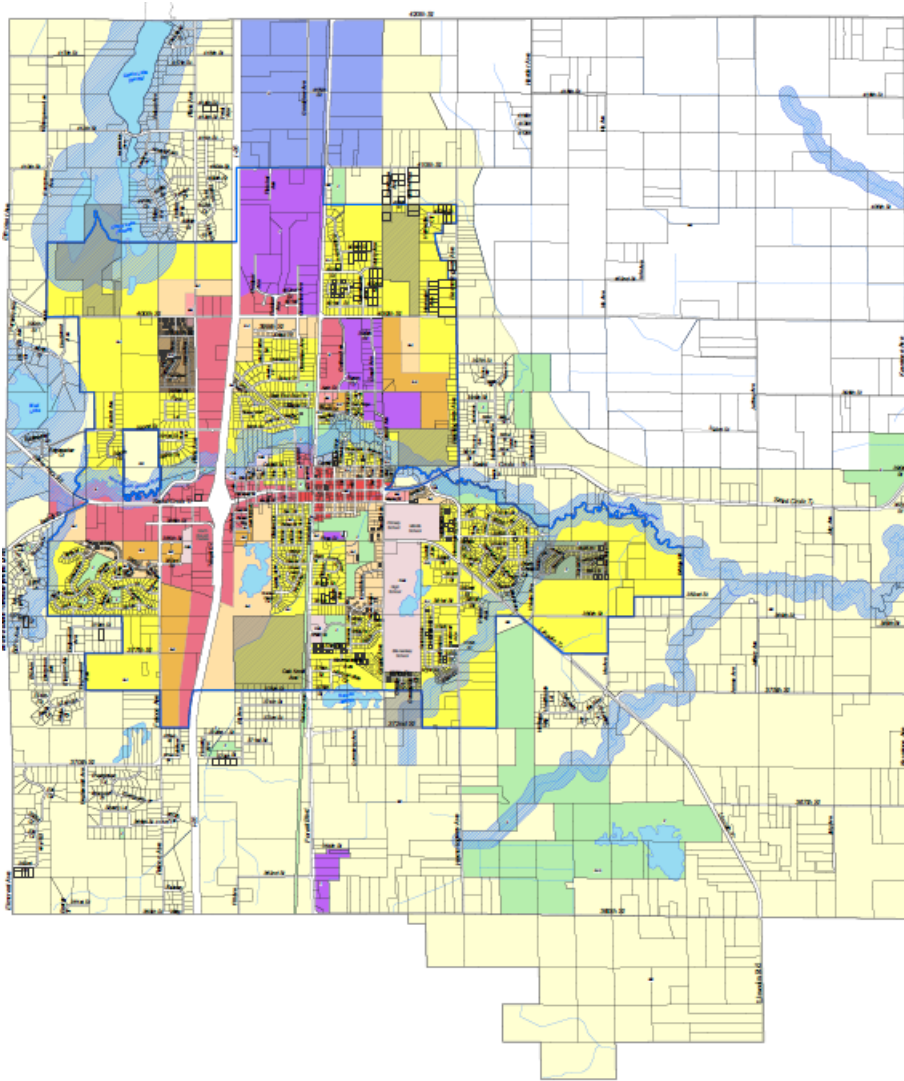
3. Text Amendment to City Code

Semi-trailers and operational business equipment/materials would be located outdoors on the site. Currently, outdoor storage of equipment & materials is not permitted within the B-Business Zoning District according to the zoning district use table below:

District Uses	Notes	Standards	R1	R2	R3	RR	AG	PUB	OSP	CBD	B	BN	I1	I2	SO
F. ACCESSORY USES															
Permitted Accessory Uses															
Accessory Structure, Agriculture Building			P	P	P	P	P								
Accessory Structure, Detached Residential Garage ¹⁴	See Footnotes		P	P	P	P	P				P				
Accessory Structure, Pool House ¹⁴	See Footnotes		P	P	P	P	P				P				
Accessory Structure w/Plumbing			P	P	P	P	P	P	P						
Boat House, Piers & Docks			P	P	P	P	P	P	P						
Fences, Screening & Landscaping			P	P	P	P	P	P	P	P	P	P	P	P	P
Swimming Pools (Residential)			P	P	P	P	P			P	P				
Tennis Courts (Residential)			P	P	P	P	P			P	P				
Special Approval Required															
Home Occupation	City License	\$66-942	I	I	I	I	I								
Home Occupation - Daycare, In-Home Child Care	State License	\$66-942	I	I	I	I	I								
Fuel Storage, Above Ground +400 Gallons (Liquid/Gas)	MPCA License						P	P			C		C	C	
Outdoor Storage, Display ¹⁵										C	C	C	C	C	
Outdoor Storage, Equipment & Materials ¹⁵										C	C		C	C	
Solar, Community Energy & Private			P	P	P	P	P	P	P	P	P	P	P	P	

At this time, Outdoor Storage, Equipment & Materials is only a conditional use in Industrial zoned properties. This would mean that if outdoor storage is needed on a site, there would be an approval process for the Conditional Use Permit and it would be reviewed by the Planning Commission and City Council. The proposed text amendment is requesting that Outdoor Storage, Equipment & Materials be added as a Conditional Use under the B-Business Zoning Designation. The letter "C" would be added to the zoning district use table. This would ensure that each site zoned B-Business requesting outdoor storage would have to meet the requirements of a Conditional Use Permit including procedures, findings of fact, and conditions on approval pursuant to Sec 66 Division 2 of City Code. Upon considering this request for the text amendment, the Planning Commission should consider whether adding outdoor storage, equipment & materials as a conditional use within this zoning district is beneficial not just for this particular request, but for **all** properties zoned B-Business.

Zoning Map:



This text amendment must be approved prior to reviewing/approving the Conditional Use Permit criteria for Outdoor Storage, Equipment & Materials for this particular request found below in the next section of the planning report.

4. Conditional Use Permit – Outdoor Storage, Equipment & Materials

Similar to the requirements of the Variance section of this report, the requested Conditional Use Permit for Outdoor Storage, Equipment & Materials will be analyzed for compliance, with City Staff Comments provided below in **Bold**. This request for outdoor storage is for the storing of semi-trailers and other business related equipment on site.

Sec 66-64 Findings Of Fact

In considering all requests for variances, appeals, amendments or conditional use permits, the planning agency and the city council shall make a finding of fact. Its judgment shall be based upon, but not limited to, the following factors:

- a. Relationship to the city's comprehensive plan;

Outdoor storage specifically is not part of the city's comprehensive plan or strategy, however, the comprehensive plan addresses the importance of retaining and supporting local business

and industry. Granting a conditional use permit for outdoor storage at this location would allow and support the operation of this business to store semi-trailers and equipment freely as this is part of the nature of the heavy trucking business. Vehicles would be allowed to be stored outdoors while awaiting service within the garage/shop area.

- b. The geographical area involved;

The geographical area would be altered by creating a gravel drive with parking and storage being available on the north side of the proposed building. There are no geographical areas or features to be aware of when considering this CUP request.

- c. The character of the surrounding area;

The applicant has submitted a narrative explaining the proposal for outdoor storage on their site is similar to the operations of surrounding businesses to the south of the subject site. Specifically, there is outdoor storage of business operation equipment at the Frerich's Construction storage site, Lamperts Lumber, Gopher State Storage, and Schwing Bioset. There is no outdoor storage at the Lakes and Pines Office Building.

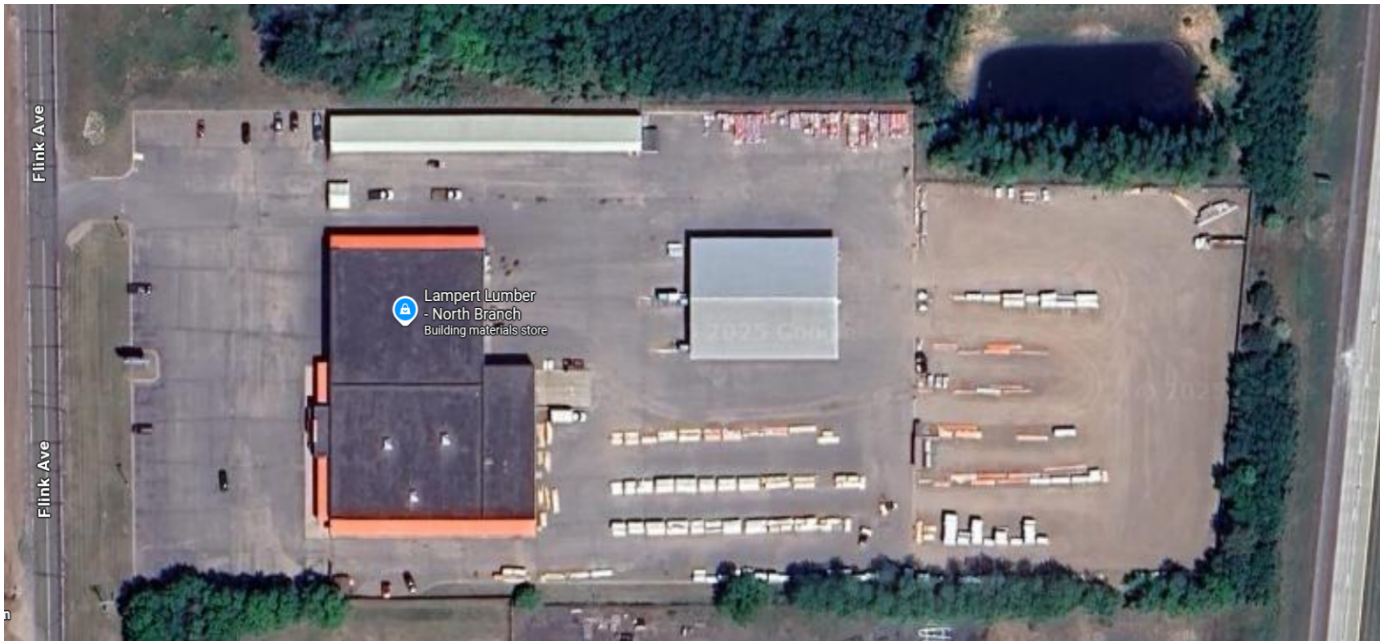
Frerich's Construction:

- Storage containers
- Jobsite trailers
- 100% gravel/sand surfacing



Lamperts Lumber:

- Outdoor lumberyard (pre-manufactured trusses and building material)
- Accessory to the use of the building/business
- Gravel used as a portion of the parking lot for storage on the east side nearest I-35



Gopher State Storage:

- Outdoor storage of campers, boats, trailers etc.
- Part of the business operation



Schwing Bioaset:

- **Parking lot used for outdoor storage of Industrial Equipment**
- **Gravel used as a portion for the parking lot storage**



- d. The availability and design capacities of existing or proposed utilities;

The outdoor storage proposal is not anticipated to put a strain on the existing or proposed utilities.

- e. Whether such a request will tend to or actually depreciate the surrounding area;

It is difficult to quantify the depreciation value of surrounding areas due to the proposed outdoor storage on site. The designated outdoor storage area north of the proposed building currently has natural buffers of large overstory trees from surrounding properties. However the site plan indicates an open gravel area where many of these trees are located. Presumably, some of these trees will need to be removed to provide a space for this gravel parking/storage area.

- f. Whether the request will place an undue financial burden on the city;

The request for outdoor storage is not anticipated to place a financial burden on the city. The request is not based on an economic consideration but rather part of the business operation plan.

- g. Whether the request will impair an adequate supply of light and air to adjacent property;

The outdoor storage on site will not substantially impact surrounding properties supply of light and air.

- h. Whether the request will unreasonably increase the congestion in the public right-of-way;

The subject site is only accessible from a driveway easement from the parcel to the west off of Flink Ave. It is not anticipated that by allowing outdoor storage within this parcel would impact congestion on surrounding Flink Ave.

- i. Whether the request will increase the danger of fire or endanger the public safety;

Outdoor storage of semi-trailers and equipment could potentially help prevent the risk of fire and improve public safety. This would provide the business with more operating space on the site as a whole, whereas semi parking and equipment would be safely separated from other potential harmful chemicals within the garage/shop space indoors. A strategic plan for the business would help ensure that certain materials and equipment is properly spaced showing locations of stored items and isn't a circulation obstacle for operators on the site.

- j. Whether the request is consistent with the spirit and intent of this division.

Outdoor storage of semi-trailers and equipment is important to the overall operation of this specific business and the application of the CUP is consistent with the intent of Sec 66-64 Findings of Fact of City Code.

Additional to the Findings of Fact section, the Conditional Use Permit request will also have to meet Sec 66-66 Conditions on Approval, when applicable. Responses from City Staff are provided below in **Bold**, where the request for Outdoor Storage is applicable.

Sec 66-66 Conditions on Approval

1. In approving requests for variances, appeals, amendments or conditional use permits, the planning agency and the city council may require certain conditions upon approval of the request. Such conditions for approval may include the following, when applicable:
 1. The land area and setback requirements of the property containing such a use or activity shall be the minimum established for the district;
 2. When abutting a residential use in a residential district, the property shall be screened and landscaped in compliance with section 66-970 et seq.;
 3. Where applicable, all city, state and federal laws, regulations and ordinances shall be complied with and all necessary permits secured;
 4. All signs shall be in compliance with section 66-821 et seq. and shall not adversely impact adjoining or surrounding residential uses;
 5. Adequate off-street parking and loading shall be provided in accordance with section 66-848 et seq. Such parking and loading shall be screened and landscaped from abutting residential uses in compliance with section 66-970 et seq.;
 6. The proposed water, sewer and other utilities shall be capable of accommodating the proposed use;
 7. The street serving the use or activity is of sufficient design to accommodate the proposed use or activity, and such use or activity shall not generate such additional traffic to create a nuisance or hazard to existing traffic or to surrounding land uses;
 8. All access roads, driveways, parking areas, and outside storage, service, or sales areas shall be surfaced or grassed to control dust and drainage;

The site plans show asphalt paving around the south, east and west sides of the proposed building. Proposed surfacing for the outdoor storage area is gravel. Dust and drainage could become an issue if the semi-trailers are constantly moving around the site. This could be added as a condition of approval to surface the storage area to the north of the building after consideration of similar operations on nearby sites.

9. All open and outdoor storage, sales and service areas shall be screened from view from the public streets and from abutting residential uses or districts;

There are no public streets immediately adjacent to the site and access is provided by a driveway from Flink Ave. There is currently natural screening of overstory trees from surrounding sites. The site is not directly surrounded by residentially zoned parcels. All surrounding parcels are zoned similarly to the subject site, B-Business.

10. All lighting shall be designed as to have no direct source of light visible from adjacent residential areas or from the public streets;
11. The use or activity shall be properly drained to control surface water runoff;

The applicant has submitted a grading/drainage plan to the city which will be reviewed by the City Engineer. Comments will be provided to the applicant and their engineers if grading plans need to be modified.

12. The architectural appearance and functional plan of the building and site shall not be so dissimilar to the existing buildings or area as to cause impairment in property values or constitute a blighting influence;

The outdoor storage component of the site is similar to surrounding uses and explained in the Findings of Fact Section of the CUP analysis.

13. Where structures combine residential and nonresidential uses, such uses shall be separated and provided with individual outside access, and the uses shall not conflict in any manner.

2. All conditions pertaining to a specific request are subject to change when the planning agency or city council, upon investigation, finds that the community safety, health, welfare and public betterment can be served as well or better by modifying the conditions.

Things to Consider:

The following bullet points are questions that the Planning Commission should take into consideration prior to approving the Variance, Text Amendment, and Conditional Use Permit:

Variance from Design Standards

- Is the proposed variance from design standards a practical difficulty or hardship?
- Is the hardship unique to the property?
- Is the visibility from I-35 considered?
- Potential Conditions of Approval:
 - Require stone or similar wainscoting surrounding garage/shop area of proposed building
 - Require a lessened percentage of Class 1 materials on garage/shop side of building and/or sides facing I-35
 - Rezoning?

Text Amendment – CUP to add Outdoor Storage, Equipment & Materials to B-Business Zoning

- The text amendment will make Outdoor Storage, Equipment & Materials a Conditional Use within the B-Business Zoning District
- The text amendment will be applied to all existing properties zoned B-Business
- Properties considering outdoor storage of equipment & materials within the B-Business zoning district will still need to go through the application and review process for Conditional Use Permits with Planning Commission and City Council Approval

Conditional Use Permit – Outdoor Storage, Equipment & Materials

- Consider existing surrounding uses of outdoor storage and how businesses in the immediate area use these storage areas as part of the overall operation of the business.
- Consider the impact of depreciation for surrounding properties
- Is the proposed gravel area sufficient for the specific use of outdoor storage on this site?
 - Semi-trailers will be moving in and out of the designated area
 - Dust will be circulating as storage equipment is moved around on site
- Potential Conditions of Approval:
 - Pave designated areas of outdoor storage to mitigate dust (north side of building)
 - Operation plan with certain areas of site used for storage of semi-trailers and other equipment or business related materials
 - Is the current buffering of trees sufficient for the site?

Recommended Planning Commission Action

1. Motion to recommend approval/denial to City Council, for a Variance from City Code Section 66-943 Design Standards for a proposed building at 39777 Flink Ave.
2. Motion to recommend approval/denial to City Council, to include Outdoor Storage, Equipment & Materials as a Conditional Use in the B-Business Zoning District.
3. Motion to recommend approval/denial to City Council, for a Conditional Use Permit for Outdoor Storage, Equipment & Materials at 39777 Flink Ave.



NORTH BRANCH —Minnesota—

Steve Cich
Chair

Nathan Ehalt
Commissioner

Ross Otto
Commissioner

Gary Schaefer
Commissioner

Open
Commissioner

PLANNING COMMISSION

REGULAR AGENDA

WEDNESDAY, SEPTEMBER 17, 2025 @ 6:30 PM

CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NORTH BRANCH IN THE COUNTY OF CHISAGO AND IN THE STATE OF MINNESOTA

REGULAR MEETING

Wednesday, September 17, 2025

1. CALL TO ORDER

Planning Commission Chair Steve Cich called the Planning Commission Meeting to order at 6:30 PM.

2. PLEDGE OF ALLEGIANCE

Chair Steve Cich led the Pledge of Allegiance.

3. ROLL CALL

Present: Commissioner Gary Schaefer, Commissioner Steve Cich, Commissioner Ross Otto,
Commissioner Nate Ehalt

Absent:

Remote:

Others Present: Commissioner Patrick Meacham

Notes:

4. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.

There was no public comment.

5. AGENDA APPROVAL

a. Approve Agenda

ACTION

RESULT: Passed
MOVER: Nate Ehalt
SECONDER: Gary Schaefer
AYES: Gary Schaefer, Steve Cich, Ross Otto, Nate Ehalt
ABSENT:
NOTES:

6. PUBLIC HEARINGS

- a. Variance from City Code Section 66-943 Design Standards for permitted building materials and a Zoning Text Amendment and Conditional Use Permit for outdoor storage at 39777 Flink Ave **ACTION**

City Planner Ryan Saltis gave an overview and a background of the request for a proposed office building and garage for Beach Transport. The business provides aggregate material transportation for public and private road construction. Previous use of the parcel was a single-family residence. It has since been demolished. It is a 4.98-acre parcel located at 39777 Flink Avenue. The goals for the site are to provide office space for business operations, and then also have an attached garage for storage and servicing of the fleet. The site is completely surrounded by a separate ownership parcel. It's currently vacant, with nothing on it, but it is owned by a separate entity.

We'll start with the variance from design standards so that can apply for variance for building materials used in the garage portion of the building. This parcel is located in Zone One for design standards, which requires 65% class one building materials and 35% class two materials. So specifically, the various requests is for the garage and shop portion of the building. Just wanted to touch on this office building portion, so we haven't received any percentages or specific building materials that this is going to be, so that would be a requirement during the site plan review process, if we get to that point for review, soil would have to be at 65% class one materials, 35% class two materials. Here's a list of the materials belonging to each class. So class one is more high-end durable materials, such as brick, stone, glass, copper, and then class two is kind of a little more lenient or less durable materials that take up the rest of the space on buildings. So with this garage shop portion, they are currently prohibited in Zone One and Zone Two, and they're only allowed in Zone Three. So Zone One, a place that had a 65% requirement, class one materials, and 35% class two, we typically won't see these. They're typically found on industrial buildings. So, that says Zone Three. That's our old industrial park, and our new industrial park specifically holds Zone Three. And Zone Threes do not have any requirements for percentages of materials that are needed. So we got to go through some findings of fact here for the variance. So for all variances, the planning agency and council can make a finding of fact based on these numbers here that I'm going to go through. The first one is related to the city's comp plan. So we kind of have everything that we responded to in that bold lettering, so that is found in your packets as well. So variance request mostly applies to zoning ordinances and city code, and not necessarily the comp plan. But it does point out that those areas around 95 and 35 and then also in the central business district, are subject to stricter design standards to achieve the goal of inviting high-quality retail shopping, commercial services. They're also highly visible on these roadways and are sensitive to surrounding uses. So, based on what was submitted to us, that looks like the building of orientation will be facing less towards Flint Avenue. The rear area of the garage and shop will be visible from I-35. The middle did not provide elevations with directional clarification. So, technically, they're not going to have any of those class one, class two materials. It's just the zone three materials that are proposed on this, on these sides, and they are the high-visibility sides for the building, since they face I-35

So number two, the geographical area involved. So the geographical area is not really impacted. One specifically looks at this variance request for building materials, the character of the surrounding area. It is surrounded by commercial and industrial uses. Residential homes are found to the north and west of

the site. Homes are now immediately adjacent to the subject site. The property is surrounded entirely by the 800-acre parcel currently used for ag purposes. The proposed building materials are similar to materials found on buildings to the south of the site previously approved by the Planning Commission and the city council. However, since the construction of these surrounding buildings, the I-35 corridor was reclassified to zone one for building materials, and all parcels were rezoned to that B business surrounding office building constructed entirely out of brick by the applicants. It's the middle office building that appears to meet the minimum of 65%. However, we would like to see a breakdown of those materials and percentages before we proceed with anything and approve it. So the building materials proposed for the garage and shop portion currently do not meet requirements within the Zone One classification. Zone One is the strictest destination for requirements, and the purpose is due to the visibility from I-35; in this case, depreciation is kind of difficult to quantify before it happens. However, it is expected that using higher-quality materials that are common in these other classes will lessen the depreciation of the surrounding areas. It is not expected to place an undue financial burden on the city. However, the allowance of metal panels would result in a lower taxable value and revenue generated for the city. So keep that in mind, one request will impair an adequate supply of light here. We don't anticipate much of this affecting to surrounding properties, congestion in the public right-of-way. So the request for the variance will not impact congestion in the public right-of-way. The property is only accessible from an easement. The proposed metal siding is engineered to be fire resistant on combustible other materials, final wood, which are more likely to catch on fire, but fire safety for the building as a whole will be analyzed during the building plan review stage of development what the city's building department whether the request is consistent with the spirit of the division. So the request is legitimate for allowing building materials, and has been analyzed for this section through findings of fact. Additionally, to these findings of fact, we'll also have to go through conditions on approval. The Planning Commission and city council may not permit that variance for any use that is not permitted under the division of property in the zone where the affected person's line is located. Various modifications or variations of the provisions of the zoning code has applied to a specific piece of property, and they shall only be permitted when they're in harmony with the general purpose and intent of the ordinance. The variance per design standard is based on building a keeping a consistent look with the surrounding buildings. Whether the request meets the general person's intent is determined in the following responses. Number two, when the variances are consistent with the comp plan, variances may be granted by an applicant for that variance establishes that there are practical difficulties, practical difficulties meaning as used in connection with granting of the variance, and the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. So use of the property is an office space and also a heavy truck repair shop is permitted within this B business-owned district. However, trucking operations are not listed as permitted. The use of the building would remain the same. Other variances approved or denied because they are they are allowed to have office space. . The variance is primarily aesthetic preference. It could also be considered a difference in building quality. When comparing these metal panels to higher durability class one materials, the clinical landowner is due to circumstances unique to the property, not created by landowners. This is the most stringent requirement for building materials. This is due to the visibility from 35 that is not unique to this individual property. Number three, the variance of the grant will not halt the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties included are not limited to adequate access to sunlight through solar energy systems. That's just an example. In this case, the design standards for building materials does have the ability to be met. Knowing any financial features of the site would really prevent that from being met. Other than economic considerations, the character of future buildings is important to this area due to visibility 35 and the future interchange just north of the subject site proposed around 400th Street. This will provide more connectivity to the area. It will also bring more visibility to this site for vehicles traveling along those roads. Number three, board of adjustment appeals. City Council acting as the board of adjustment appeals can impose conditions and grant the variance to ensure compliance and to protect adjacent properties. So that's where you guys come in. You have the ability to put conditions of approval on a variance request in order to protect adjacent properties. So, conditions approval is basically

restrictions placed on properties to minimize potential negative impacts. Some of these things include decreased safety, inconsistent compatibility of neighborhood character, and also screening public facilities.

We are moving on now to the text amendment for outdoor storage. So they do propose to have semi trucks and operational business equipment and materials located outdoors on the site. Outdoor storage and equipment and materials is currently not permitted within the business zoning district. Hence, a text amendment would be needed. It's only listed as a conditional use currently in industrial-zoned properties. So anything that wants outdoor storage has to be zoned industrial as of now, but we're seeking to change this chart here, so anything highlighted so that's the outdoor storage. The planning commission should consider whether, by doing this, adding outdoor storage, equipment, materials as a conditional use is beneficial for all properties on the business, and I believe I was zoning that coming up here, so we can kind of look at that as well. And another thing to point out is that this text amendment would have to be approved prior to approving the requested CP for the same thing. So, just in order of operations, here's getting that down.

So we moved on to conditioning these permits. Okay, so this is for the outdoor storage of the semi-trailers and other business-related equipment. We'll go through the same findings of fact as previously, so the relationship to the city's comp plan doesn't specifically say outdoor storage. Doesn't call it out in the comp plan specifically, but does point out the importance of retaining local business and industry. Granting CP for outdoor storage would allow the operation of this business, or semi-trailers and equipment freely as part of the nature of the business. So vehicles would be allowed to be stored outdoors while avoiding service within that indoor area. There are no real geographical areas or features of interest to be aware of, protecting, or anything characteristic of the surrounding area. So the applicant has submitted a narrative, kind of proposing, explaining the proposal for the storage on their site, and also, kind of listing several nearby businesses all into the south of this other site. It's not anticipated specifically to place the financial burden on the city when thinking of outdoor storage well impaired adequate supply here, it's not anticipated as well to affect properties, whether the request will unreasonably increase congestion in the public right of way. The subject site is only accessible from the driveway easement from the parcel to the west off Flink Avenue. So, depending on where these are placed, you know, they could be spaced out. They could be close together. You know, we kind of like to see some sort of strategic plan there, just to help ensure that these materials and equipment are mixing or be placed too close to each other, just for safety issues, and then also that there's any circulation issues as well as any Exodus things on site. So, whether the request is consistent with spirit intent, the outdoor storage of semi-trailers and equipment is important to operation for this specific business, and the application of the CUP is consistent with the intent that we found. So, some conditions of approval, for approving requests for variances of deals, amendments or CUPS, in this case, you can put certain conditions on this, such as land and setback requirements. Body or residential use for residential district properties should be screened, so some of these aren't applicable to this site. The site plans do show asphalt paving around the southeast and West sites of the proposed building. If you will see the site plan in your package, you can see that the proposed surfacing for the outdoor storage area is gravel dust, and drainage could become an issue if the semi-trailers are constantly moving around the site. Again, similar to other sites, it could be added as a condition. As a condition of approval to serve as a storage area, just to mitigate that dust, number nine, open outdoor storage should be screened from view for public streets and avoiding residential uses. So the site's kind of unique just because it's not directly off a public street. It's successful at easement, so that's something we'll kind of look at at a later time. The site is not directly surrounded by residential properties, either, not directly adjacent. So we do have Meadows North neighborhood, across Flink Avenue, which would potentially be affected a little bit by the site.

Going on for conditions approval, these shall be properly drained to control surface water run off so applicant has submitted for getting drainage plan as the city which will be reviewed by the city engineer.

These comments will be provided to applicants and their engineers. Grading plans need to be modified, the architectural appearance and functional plan of the building and site shall not be so similar to the existing buildings or areas to cause impairment property value. The outdoor storage component of the site is similar to surrounding uses explained previously at the finding of facts section.

Some questions that can spark discussion between you guys, and things that you should consider before either approving or not approving these requests. So start with variance. Is this variance from design standards of practical difficulty or hardship? So we kind of mentioned that the economic consideration is not applicable for variances. So is the hardship unique to the property we previously discussed. You know, all those properties along 35 being zoned business, and they would have to meet these design standards as well. So it doesn't seem completely unique to this property individually, and then the visibility from 35. What would you like to see? You know, you could add materials. It can go up to a certain percentage. You know, some options for what to do. So right there, under potential conditions requiring stone or similar ways going strong in the garage shop area. Or you could require a less than percentage of classified class two materials, let's say, go from 65% down to 50% for example. And then also as a whole, just looking at what this is zoned as the business. Does it make some sense there? You know, in the future? Do we want to look at potentially rezoning this corridor in the future, or do we look at it as the business? You know, we're kind of reviewing the comp plan right now. So, you know, if discussion, you know, gets to be that way, then they think it should be, you know, industrial or should be a flex zoning district.

So, bigger picture here, just looking at the area as a whole, and whether that makes sense to actually be through with the conditional use permit process for these sorts of businesses as well, because it would apply to those, not just the site. So, consider the existing surrounding use, uses of outdoor storage, and tall businesses in the immediate area should go through this as part of the overall operation of the business. Is there any impact of depreciation on strong properties? Is the proposed gravel area sufficient for the use of outdoor storage? Keep in mind that semi-trailers will be moving in and out of the designated area which could potentially be circulating as this equipment is moved around the site, and potential conditions of approval. Do we need to pave designated areas for outdoor storage? Maybe this dust, specifically on the north side of the building, the majority of outdoor storage is going to take place, we need an operation plan with certain areas identified. What's going to be stored, where? Distance, distance wise, how far harder are they going to be? Is the current screening of the existing trees sufficient for the site? Like I said, some trees might have to be taken down just to make room for that outdoor storage area. So these are the motions of approval or denial that you'll be taking with findings of fact. So need to point out those findings of facts. Whoever makes the motion to approve or deny will need to state why you approve or deny.

Commissioner Shaefer pointed out that there wasn't any water and sewer shown on the map and that this would be a financial burden on the City as it would not be paying for any of the facilities the City has provided for the urban service area. He also asked about whether there will be turn lanes on Flink? City Planner Ryan said that there will not be additional turn lanes.

Chair Steve Cich opened the meeting for public hearing.

Lori Pulkrabek, a trustee for the Karen R Swanson revocable trust, which owns the property on the three sides of the applicant's parcel, read a letter to the Planning Commission stating that there are too many questions and concerns attached to this seemingly rushed application for a variance text, amendment and conditional use permit, she said she would respectfully ask that all three be denied this evening.

Loren Beach, the applicant, addressed the Planning Commission explaining his terminal freight trucking company. He explained to the Commission that he had approached the previous owners to purchase the

parcel and that the house was a substantial mess to clean up, and financially, it isn't feasible for a small business to meet the requirements in the City's ordinances.

Commissioner Nate Ehalt pointed out that the City isn't turning away business, but that we have guidelines that we need to go through in order to also protect the liability of the community. And so, if we make a justification that doesn't follow our own existing ordinances, that allows the County to be open and liable to a suit, I don't know how that can be used as a legal justification for approving a variance based upon the existing comprehensive plan and the process that we are required to go through to look at in terms of approving a variance. So, while it is great that the cleanup is done and that particular site doesn't look like that, that is not a justification for a variance approval

David Sienko from the law firm LGM, attorney for the Karen R Swanson trust, addressed the Planning Commission. Mr. Sienko said the following: I'm trying to be brief summarization of the letter that I provided to you as you heard, my client opposes the Beach transport, heavy trucking business applications for the variance, the text amendment, and then the conditioning permit for the outdoor storage, first in the variance standards. I believe it sounds like you guys know the standards and requirements. I won't repeat them, but under Minnesota statute 460, 2.357 subdivision six, there's rigorous three part test to determine whether or not undue hardship is met. It's kind of the underlying requirement of the applicant, and the applicant has to approve the undue hardship. Three requirements are that the property in question cannot be put to a reasonable use if used under the conditions allowed by the official rules. Number two, it applied to the landowners due to circumstances unique to the property and not created by the landowner. And three, if the variance is granted, will not alter the central character locality. These three requirements aren't found in the application for the variance; they're not addressed. They just don't exist. So I think it's easy to deny, or recommend that the city council deny the variance. The second issue is the zoning text amendment. What's important to note, I think staff kind of brought this up, is that if you have a text amendment to the zoning district B- business, it's good, not just for that parcel, but for all of them, can have a domino effect. So everyone can have outdoor storage. And it sounds like from history, you are trying to remove outdoor storage from this sort of business, and you want to have less of that, not more of it. And if you allow it here, you allow it everywhere. And it's not just something you can do spot zoning just for this parcel. It's for all of the B-business. As you can tell, it's quite extensive, north, south, east, and west, through the kind of main corridors of the city. It's also discretionary. City council doesn't have to change any sort of zoning. It can, but it doesn't have to. There's no requirement that because someone wants the zoning to be changed, the city council has to do it completely and utterly discretionary in kind of considering this. I think it's important to understand what the city kind of views industrial versus business, and the compatibility and why we have different zoning districts even in the first place. The I one purpose, as stated by the code, is that it's for industrial and related uses. Under the two, it is for industrial development, including manufacturing, fabrication, packaging, assembly, warehouse, distribution, and related uses. The Beach business is obviously very different. Some of the allowed uses within primitive uses within the Beach business are artisanal products, bakeries, a club, a grocery store, pet stores, pharmacy, tobacco shop, barber shop, banks, and institutions. What is attempted to have, attempting to happen here, that we're going to change those uses and now we're going to allow outdoor storage. You're turning this into an industrial facility, or industrial zoning. That may not be the ultimate intent, but that is what will happen, because everybody else can do it.

If the zoning text amendment is granted, then we move on to the conditional use permit based upon the application. There's very, very little knowledge of what is intended to happen on this property. We don't know the number of trucks. They simply own two or three trucks. Okay, do the trucks come in and out every day? How many trips are there? How many other trucks contain trips? What's the intention for expansion? Which is. Two, or is there tend to be 20, or is there tend to be 50 trucks at some point? We don't know. There's nothing in the application that would tell us how many trucks could be visiting the

site, what the hours of operation are, or what type of lighting they will have. There's obviously a brand new home development nearby. Sound backing up with the beepers versus and the you know, accelerating and decelerating can be an issue. We don't know how many hours they intend to be operating. If this is going to be going into the evening hours or early morning. We don't know. Are they doing truck repair for other trucks, or is it just truck repair for them? Again, the application is unclear as to what they intend to be doing on the property. So if there is a point where the condition-use permit is granted, the trust asks that there be considerations for screening of the trucks from all sides, not just from I-35, but all four sides, because three sides are surrounded by the trust property. We also want to make sure that if there were to be a conditional use permit, that the applicant has legal access to Flink Avenue through these talks to that next. We also ask it again. We don't know from the application, there is going to be aggregate, none of the materials are stored on site, and if there is, we would want that to be addressed by the conditional use permit. How much can be stored there? How is it stored? Is it how does it how it's screened? Is it screened with trees, or is it screened with, you know, walls or fences? This would have to be all considered in consideration to prevent we also wanting you to consider limiting the number of vehicles that can be parked. Are we talking about 10, 20, 50, you know, semi-trucks. We don't know, but a conditional permit should address those things, also limiting hours of operation, because, again, the truck noise can be impactful, going to an issue that is addressed extensively. And the letter I just provided to you as a heads-up with legal access, this is an interesting access case, and it comes from a person who loves access law. This was an easement that was first created in a land contract, contract for deed in 1978 and in 1978 it stated that it's for a 66-foot perpetual non-exclusive roadway easement for ingress and egress over the route of the existing roadway presently use. So 1978, the problem with that description is that it's ambiguous. We don't know if the original intent was to mean that the road would be improved or unimproved. It's currently unimproved, from what I can tell is dirt road. So does that mean that the owner or holder of that easement can put a two-lane driveway in a three-lane driveway with turn lanes? It's ambiguous. The easement does not tell us that. The easement also doesn't tell us if it's constricted to residential or heavy commercial truck traffic. It's been a residential home since, from what we know, from 1978 until a few months ago, if someone had lived there, would it be the intent of the parties in 1978 to be just residential traffic, or were they contemplating commercial traffic, commercial truck traffic going through this easement? The point of all this is that this is an ambiguous easement and subject to different interpretations, and we believe that this easement does not allow commercial, heavy traffic through the easement. If you put aside what the easement says, we can fast-forward a little bit, and we'll bump into a complex law called the Marketable Title Act. The Marketable Title Act is found in Minnesota statute 541.023, and what it's attempting to do is it's attempting to extinguish old interests and property, such as easements that are 40 years old or older. And this particular easement from 1978 is, of course, more than 40 years old. So under the Marketable Title Act, that interest or this easement is extinguished unless two things happen. The first thing that has to happen is the easement holder of the benefited property of five acres, in this particular case, would have to record a specialized notice letting the whole world know that they have an easement over the trust property. That didn't happen. That's fairly common. So there's a second exception called the possession exception. So under the possession exception of the The Marketable Title Act, you can have an easement holder, such as the five-acre parcel of land, continue to use their that easement in the future, but it's to what they've been using it for. So what would a reasonable person or reasonable buyer know about a particular parts of the property and what the easement holder is using it for? Is what they see. So the possession exception, in this case, from 2018, when that 40-year kind of ended, and then the possession exception comes forward. The question is, well, what was the use during? For 2018 to now, the answer is, it's been a residential driveway that's about 15 feet wide, so under the mark title, there isn't a 66-foot-wide easement, and it's not for any purpose under the sun. It's for residential use only. And we believe that if a condition whose permit is granted, the applicant will have to have legal access to the five-acre site. Any questions?

Chair Steve Cich closed the public hearing.

Motion to recommend approval/denial to City Council, for a Variance from City Code Section 66-943 Design Standards for a proposed building at 39777 Flink Ave.

RESULT: **Failed 4-0**
MOVER: **Nate Ehalt**
SECONDER: **Gary Schaefer**
AYES: **None**
ABSENT:
NOTES:

Motion to recommend approval/denial to City Council, to include Outdoor Storage, Equipment & Materials as a Conditional Use in the B-Business Zoning District.

RESULT: **Failed 4-0**
MOVER: **Nate Ehalt**
SECONDER: **Ross Otto**
AYES: **None**
ABSENT:
NOTES:

Motion to recommend approval/denial to City Council, for a Conditional Use Permit for Outdoor Storage, Equipment & Materials at 39777 Flink Ave.

RESULT: **Failed 4-0**
MOVER: **Nate Ehalt**
SECONDER: **Ross Otto**
AYES: **None**
ABSENT:
NOTES:

7. NEXT MEETING - OCTOBER 7, 2025

8. ADJOURNMENT

The meeting was adjourned at 8:25 PM.

RESULT: **Passed**
MOVER: **Steve Cich**
SECONDER: **Gary Schaefer**
AYES: **None**
ABSENT:
NOTES:

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-240-2025

A RESOLUTION DENYING THE REQUEST FOR A VARIANCE FROM CITY CODE SECTION 66-943 DESIGN STANDARDS FOR A PROPOSED BUILDING AT 39777 FLINK AVE

WHEREAS, the City of North Branch has received an application from YHWH Holdings, LLC for a request to allow a Variance from City Code Section 66-943 Design Standards for a proposed building at 39777 Flink Ave; and

WHEREAS, the proposed building would not meet building material percentage requirements of 65% Class 1 Materials and 35% Class II Materials within Design Standards Zone 1; and

WHEREAS, the proposed building would be using materials not listed in the permitted materials list for Zone 1; and

WHEREAS, the Planning Commission has reviewed the application and held a public hearing on September 17, 2025; and

WHEREAS, the Planning Commission recommends that the City Council deny the request; and

WHEREAS, the City Council has reviewed the application and has considered the findings of the Planning Commission and the evidence presented at the public meeting on October 14, 2025;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA;

That the application request for the purpose of allowing a Variance from City Code Section 66-943 Design Standards for a proposed building at 39777 Flink Ave is hereby **DENIED** based upon the following findings:

1. The location of 39777 Flink Ave is subject to stricter design standards due to the visibility from both I-35 and Flink Ave which are highly traveled roads.
2. The Variance request would set precedence for other properties looking to avoid conforming to higher design standards.
3. The Variance request is classified as an economic consideration and does not constitute a practical difficulty.

4. The Variance has potential to decrease surrounding property values by allowing less durable building materials.
5. The applicant has not demonstrated that strict application of the design standards would result in an undue hardship that is unique to the property and not self-imposed.
6. The subject property does not possess unique physical characteristics (such as size, shape, topography, or location) that would justify deviation from the applicable design standards.
7. Granting the variance may negatively impact the public interest, neighborhood character, or the intent of the design standards.

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

September 16, 2025

City of North Branch, Planning Commission
c/o Ryan Saltis, City Planner
PO Box 910
6408 Elm Street
North Branch, MN 55056

**Re: Variance from City Code Section 66-943 Design Standards for permitted building materials and a Zoning Text Amendment and Conditional Use Permit for outdoor storage at 39777 Flink Ave (the “Beach Transport Property”)
Our File: 22274.00000**

Planning Commission:

We represent Lori Pulkrabek as Trustee of the Karen R. Swanson Revocable Trust (the “Trust”), which owns real property in North Branch with a Chisago County PID of 11.00364.00 (the “Trust Property”).

The Trust opposes the application for a variance from design standards, the text amendment to the City Code regarding Outdoor Storage, and the Conditional Use Permit for Outdoor Storage (the “Applications”).

The Trust Property is approximately 52 acres, abuts Flink Ave., and borders the Beach Transport Property owned by YHWH Holdings, LLC. The Beach Transport Property is 4.98 acres in size and is surrounded by the Trust Property on three sides and has access to Flink Ave. via an easement that was executed on May 15, 1978, in a contract for deed recorded in the Chisago County Recorder’s Office on June 21, 1978, as Document Number 158632. This document created a “66 foot perpetual non-exclusive roadway easement for ingress and egress over the route of the existing roadway presently in use...” (the “Easement”).

The Easement does not define the meaning of “roadway” and does not state whether the roadway can only be used as an unimproved road, which is the historical use, or whether the benefited party of the Easement can construct an improved road. The Easement also does not state whether the road is for residential purposes, which is the historical use, or whether it can be used for commercial and industrial use with heavy equipment and heavy loads traveling on the roadway, but it is contemplated that the ingress and egress would be over the “existing roadway presently in use,” which is unimproved.

In *Lindberg v. Fasching*, the Court of Appeals held that an easement for “road purposes” was ambiguous because the easement did not define whether the road could be used unimproved or whether an actual road must be constructed. *Lindberg v. Fasching*, 667 N.W.2d 481, 487 (Minn. Ct. App. 2003). The Court then stated that the possession and use of the road is important because it can be a substitute for filed notice. *Id.*

“Extrinsic evidence may be considered relating to the facts peculiar to the particular easement involved on the assumption that the grantor intended to permit a use of the easement which was reasonable under the circumstances and the grantee expected to enjoy the use to the fullest extent consistent with its purpose.” *Farnes v. Lane*, 281 Minn. 222, 225-26, 161 N.W.2d 297, 300 (1968).

Here, the use of the Easement has been for residential purposes and for an unimproved driveway. We have no evidence that the Easement was ever improved with gravel or asphalt. Rather, the scope of the Easement has been for residential driveway use over a dirt driveway. The grantor originally intended the Easement to serve a residence, and it is reasonable under these circumstances that the continued use of the Easement is also only for residential use. The proposed use of the Easement for commercial heavy trucking is not consistent with the scope of the Easement which is limited to residential use, and that use will not be feasible over the “existing roadway” as stated in the 1978 Easement.

Also, the Marketable Title Act in Minnesota Statutes Section 541.023 (the “MTA”) limits the use of the Easement. The MTA bars any interest in real property, including easements, that are founded on any instrument that was executed more than 40 years ago unless a person is in possession of the real estate, or unless a proper notice is recorded. The possession exception to the MTA requires proof of possession starting at the end of the 40 years and continuing until today. *See, Sampair v. Vill. of Birchwood*, 784 N.W.2d 65, 73 (Minn. 2010). Here, the 40-year period ended in 2018 without any recorded notice to extend the Easement past the 40 years. From 2018 to the present, the use of the Easement has been for residential use only and the actual use of the Easement is about 15-feet wide and a dirt driveway. Thus, under the MTA, the Easement can continue to be used for residential purposes within the 15-foot-wide current dirt driveway. However, the Easement cannot be expanded beyond the current 15-foot width. Unless residential use continues, the Easement is extinguished under the MTA.

The issue regarding the scope and use of the Easement is important for the City to consider if a Conditional Use Permit is granted. The Trust asks that if a CUP is granted, that it includes a condition that the applicant has legal access to Flink Ave. for heavy trucking, a right the Trust believes Beach Transport Property currently does not have.

In addition, the Trust points out that the applicant has not met the statutory requirements for the undue hardship test (that the property in question cannot be put to a reasonable use if used under conditions allowed by the official controls; that the plight of the landowner is due to circumstances unique to the property not created by the landowner; and, if the variance is granted, it will not alter the essential character of the locality) and that the action will keep with the spirit and intent of the ordinance. *Krummenacher v. City of Minnetonka*, 783 N.W.2d 721, 727 (Minn. 2010). The request for the

variance appears to be motivated by reducing the cost to build the commercial buildings and is not an undue hardship due to circumstances unique to the property.

Lastly, the Trust Property abuts the Beach Transport Property on three sides. Any changes to the zoning code to allow outdoor storage of equipment and materials will have an impact on the Trust Property. The outdoor storage, if allowed, will acutely impact the Trust Property and the future owners of the Trust Property due to the location of the outdoor storage. Unless the outdoor storage is completely screened, the Trust Property will be negatively impacted, and future development of the property could also be impacted.

Thank you.

/s/ David L. Sienko

David L. Sienko

DLS/bs

cc: Lori Pulkrabek
Attorney Peter Frank



Prepared By: Ryan Saltis, City Planner, Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 10/08/2025

Board & Commission: City Council

Subject: Consider Resolution R-243-20025 to deny Ordinance 399-25 to allow outdoor storage as a conditional use within the (B) Business District

Overview / Background

At the September 17th Special Planning Commission Meeting, Loren Beach (Applicant) requested approval for a Variance from Design Standards for building materials, Text Amendment to City Code to include outdoor storage, equipment & materials as a Conditional Use in the B-Business Zoning District and Conditional Use Permit for outdoor storage, equipment & materials at 39777 Flink Ave. These requests are for a proposed building and garage for Beach Transport Inc.

During the public hearing, there was opposition from the surrounding property owners and their representatives regarding the use of the parcel as a heavy truck operation, the easement to access the property, and diminishing values of their property.

The Planning Commission voted to deny the requests for the Variance, Text Amendment and Conditional Use Permit. It was determined that each request failed to meet the established criteria. Voting was 4-0 in favor of denial for all items.

Requested Action

To approve Resolution R-243-2025 to deny Ordinance 399-25 allowing outdoor storage as a conditional use (C) within the (B) Business District.

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-243-2025

A RESOLUTION DENYING ORDINANCE 399-25 TO ALLOW OUTDOOR STORAGE, EQUIPMENT & MATERIALS AS A CONDITIONAL USE WITHIN THE (B) BUSINESS ZONING DISTRICT

WHEREAS, the City of North Branch has received an application from YHWH Holdings, LLC for a request to allow Outdoor Storage, Equipment & Materials as a Conditional Use within the (B) Business Zoning District; and

WHEREAS, the Planning Commission has reviewed the application and held a public hearing on September 17, 2025; and

WHEREAS, the Planning Commission recommends that the City Council deny the request; and

WHEREAS, the City Council has reviewed the application and has considered the findings of the Planning Commission and the evidence presented at the public hearing on October 14, 2025;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA;

That the application request for the purpose of allowing Outdoor Storage, Equipment & Materials as a Conditional Use within the (B) Business Zoning District is hereby **DENIED** based upon the following findings:

1. The Text Amendment request to add Outdoor Storage, Equipment & Materials as a Conditional Use within the B-Business Zoning District would apply to all parcels zoned B-Business within the City.
2. The Text Amendment has potential to decrease surrounding property values for parcels zoned and adjacent to B-Business.
3. The Text Amendment request for outdoor storage is being proposed for a single property but would impact all parcels zoned B-Business.

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

ORDINANCE NO. 399-25

AN ORDINANCE AMENDING THE ZONING DISTRICT USE TABLE TO ADD OUTDOOR STORAGE, EQUIPMENT & MATERIALS AS A CONDITIONAL USE WITHIN THE B-BUSINESS ZONING DISTRICT OF THE CITY OF NORTH BRANCH CITY CODE SECTION 66-6.

THE CITY COUNCIL OF THE CITY OF NORTH BRANCH DOES ORDAIN THAT

The Zoning District Use Table in Sec 66-6; Uses within Zoning Districts of the City of North Branch, is hereby amended as follows:

SECTION #1: Add “C” to the Outdoor Storage, Equipment & Materials row under the B-Business zoning district column. Outdoor Storage, Equipment & Materials would be considered a Conditional Use within the B-Business Zoning District.

District Uses	Notes	Standards	R1	R2	R3	RR	AG	PUB	OSP	CBD	B	BN	I1	I2	SO
F. ACCESSORY USES															
Permitted Accessory Uses															
Outdoor Storage, Equipment & Materials ¹⁵											"C"		C	C	

SECTION #2: The City Clerk is hereby directed to revise the Zoning District Use Table in Sec 66-6 to be consistent with this Ordinance. This ordinance shall have full force effect upon its passage and publication.

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Prepared By: Ryan Saltis, City Planner, Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 10/08/2025

Board & Commission: City Council

Subject: Consider Resolution R-241-2025 for a Conditional Use Permit for Outdoor Storage at 39777 Flink Ave

Overview / Background

At the September 17th Special Planning Commission Meeting, Loren Beach (Applicant) requested approval for a Variance from Design Standards for building materials, Text Amendment to City Code to include outdoor storage, equipment & materials as a Conditional Use in the B-Business Zoning District and Conditional Use Permit for outdoor storage, equipment & materials at 39777 Flink Ave. These requests are for a proposed building and garage for Beach Transport Inc.

During the public hearing, there was opposition from the surrounding property owners and their representatives regarding the use of the parcel as a heavy truck operation, the easement to access the property, and diminishing values of their property.

The Planning Commission voted to deny the requests for the Variance, Text Amendment and Conditional Use Permit. It was determined that each request failed to meet the established criteria. Voting was 4-0 in favor of denial for all items.

Requested Action

To approve Resolution R-241-2025 to deny a conditional use permit for outdoor storage at 39777 Flink Ave

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-241-2025

**A RESOLUTION DENYING THE CONDITIONAL USE PERMIT REQUEST FOR
OUTDOOR STORAGE, EQUIPMENT & MATERIALS AT 39777 FLINK AVE**

WHEREAS, the City of North Branch has received an application from YHWH Holdings, LLC for a Conditional Use Permit to allow for Outdoor Storage, Equipment & Materials at the property located at 39777 Flink Ave; and

WHEREAS, the Planning Commission has reviewed the application and held a public hearing on September 17, 2025 and

WHEREAS, the Planning Commission recommends that the City Council deny the request; and

WHEREAS, the City Council has reviewed the application and has considered the findings of the Planning Commission and the evidence presented at the public hearing on October 14, 2025;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
NORTH BRANCH, MINNESOTA;**

That the Conditional Use Permit application for Loren Beach for the property located at 39777 Flink Ave for the purpose of Outdoor Storage, Equipment & Materials is hereby DENIED based upon the following findings:

1. Outdoor Storage, Equipment & Materials is not an allowed Conditional Use within the B-Business Zoning District has been recommended denial by the Planning Commission.

Passed by the City Council of North Branch, Minnesota this 14th day of October, 2025.

Kevin Schieber, Mayor

Tonya Kostuch, City Clerk



Prepared By:

Presenter:

Date: 10/09/2025

Board & Commission: City Council

Subject: Advisory Committee member updates - Public Safety, Personnel, Public Works, Finance, Liquor Store

Advisory Committee member updates - Public Safety, Personnel, Public Works, Finance, Liquor Store

Voting Requirements:

Voting Options Simple Majority