



# NORTH BRANCH

## —Minnesota—

Sara Paul  
Chair

Dennis Johnson  
Vice Chair

Jessica Thelander  
Commissioner

Marshall Saunders  
Commissioner

Patrick Meachem  
Councilmember

Cassie Koecher  
Commissioner

Kevin Schieber  
Mayor

**ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR AGENDA  
TUESDAY, FEBRUARY 17, 2026 @ 3:30 PM  
CITY HALL, 6408 ELM STREET, NORTH  
BRANCH, MN 55056**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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.*

5. AGENDA APPROVAL

a. Approve Agenda

**ACTION**

6. 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. Approval of January 20, 2026 EDA meeting minutes

**ACTION**

7. REPORTS

a. Chisago County HRA-EDA Update

**VERBAL  
UPDATE**

- b. North Branch Area Chamber of Commerce Update VERBAL UPDATE
  - c. North Branch Area Schools Update VERBAL UPDATE
  - d. EDA Executive Director Update VERBAL UPDATE
  - e. Downtown Storefront Facade Program - 6354 Main St ACTION
  - f. Interstate Business Park Land Sale Update ACTION
  - g. Comprehensive Plan Update INFO
8. CLOSED SESSION
- a. Closed meeting pursuant to Minn. Stat. 13D.05, sub. 3 (c) to consider the sale of real property identified as Lot 3, Block 1, Essby Business Park, North Branch, Minnesota INFO
9. NEXT MEETING - March 17, 2026 - 330PM
10. ADJOURNMENT

**EDA Mission Statement.**

To be proactive in maintaining and enhancing the economic viability of North Branch through partnerships, innovation, and strategic action.

**EDA Goals:**

- Successfully become one of the first communities in the region mentioned as a choice for business location.
- Attract new industries that bring an enhanced tax base, quality jobs, and new capital into the community.
- Support existing businesses and encourage their continued prosperity and growth.
- Address critical systems that influence site location decisions.



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director**

**Date: 01/06/2026**

**Board & Commission: Economic Development Authority**

**Subject: Approval of January 20, 2026 EDA meeting minutes**

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Approval of January 20, 2026 EDA meeting minutes

**Voting Requirements:**

**Voting Options      Simple Majority**



# NORTH BRANCH —Minnesota—

Sara Paul  
Chair

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Jessica Thelander  
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Commissioner

Patrick Meachem  
Councilmember

Cassie Keocher  
Commissioner

Kevin Schieber  
Mayor

**ECONOMIC DEVELOPMENT AUTHORITY  
REGULAR AGENDA  
TUESDAY, JANUARY 20, 2026 @ 3:30 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**

**Tuesday, January 20, 2026**

1. **CALL TO ORDER**

Chair Sara Paul called the Economic Development Authority Meeting to order at 3:30 PM.

2. **PLEDGE OF ALLEGIANCE**

City Councilmember Patrick Meachem led the Pledge of Allegiance.

3. **ROLL CALL**

**Present:** Commissioner Marshall Saunders, Councilmember Patrick Meacham, Commissioner S Paul, Commissioner Dennis Johnson, Commissioner Jessica Thelander, Commissioner Cassie Keocher

**Absent:** Mayor Kevin Schieber

**Remote:**

**Others Present:**

**Notes:**

4. **OATH OF OFFICE**

a. Oath of Office - Cassandra Keocher

**VERBAL  
UPDATE**

Cassie Keocher was sworn in by oath of office as an Economic Development Authority Commissioner by Community Development Director Nate Sondrol.

5. 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.*

6. AGENDA APPROVAL

a. Approve Agenda

ACTION

**RESULT: Passed**

**MOVER: Jessica Thelander**

**SECONDER: Marshall Saunders**

**AYES: Marshall Saunders, Patrick Meacham, Sara Paul, Dennis Johnson, Jessica Thelander, Cassie Keocher**

**ABSENT: Kevin Schieber**

**NOTES:**

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. Approval of December 9, 2025 EDA meeting minutes

ACTION

**RESULT: Passed**

**MOVER: Patrick Meacham**

**SECONDER: Marshall Saunders**

**AYES: Marshall Saunders, Patrick Meacham, Sara Paul, Dennis Johnson, Jessica Thelander, Cassie Keocher**

**ABSENT: Kevin Schieber**

**NOTES:**

8. REPORTS

a. Chisago County HRA-EDA Update

VERBAL  
UPDATE

Chisago County HRA Executive Director Nancy Hoffman gave a brief Chisago County HRA-EDA Update. The Chisago County HRA-EDA is still doing marketing mornings, which are on the first Friday of the month, which can be attended virtually or at their office. The retail trade analysis will be on February 19th from 2-4 PM. We will also be discussing the grocery study at this time, and it will be held at the Senior Center here in North Branch. We started two new grant programs. One is for entrepreneurs and new ventures, and it's up to \$10K to get yourself kicked off in a business or new venture. One requirement is to come to the Small Business Development Center and work on a business plan and projections. For this entrepreneur, you come back every quarter to go through the business plan. The other grant is for building improvement, it's a forgivable loan, up to \$10K, and then each year, for 5 years, we would forgive 20% of it. There's currently a lot of interest in the new grant programs.

b. North Branch Area Chamber of Commerce Update

VERBAL  
UPDATE

c. North Branch Area Schools Update

VERBAL  
UPDATE

Chair Sara Paul gave the North Branch Area Schools update. On February 10th, the North Branch Area School District is asking the community to support us in a renewal of the Capital Projects Levy. Three key points, we're not asking for any more than what's needed, it's a renewal, so it's the same percentage that's been in place since 2017, and lastly, what do we need this renewal for? The money will go towards technology that supports safety in the buildings and cybersecurity. If anyone has any questions, please contact Sara Paul at [spaul@isd138.org](mailto:spaul@isd138.org)

d. EDA Executive Director Update

VERBAL  
UPDATE

Community Development Director Nate Sondrol gave the EDA Executive Director Update. The Mayor conducted a State of the City presentation at the Chamber during their last meeting, where the presentation was shown. The City has received a full-price offer for the old fire hall. City Council discussed the offer at the last meeting on January 13th and they approved the offer with the condition of having consistency with the comprehensive plan. The Planning Commission meets in early February and they will be providing commercial industrial supplies, consoles, similar type of materials. They would like to close by the beginning of March and be open by May 1st.

e. Comprehensive Plan Update

INFO

Community Development Director Nate Sondrol gave the Comprehensive Plan Update. A copy of the Comprehensive Plan, sections 2 and section 5, was included in the Commission's packet, and it is strongly recommended that the commission members review it and come to the meeting in February to discuss the goals, objective and visions for economic development. City Administrator Matthew Hill commented that we would like to hold a joint meeting on February 18th, to talk about the comprehensive plan and some other factors, as well as some other partnerships amongst those organizations regarding the future community and growth.

f. Appoint Chair and Vice Chair for 2026

ACTION

Community Development Director Nate Sondrol presented that the EDA and our bylaws say that we should appoint the chair and vice chair for the upcoming year, 2026.

Motion to nominate Sara Paul as chair and Dennis Johnson as vice chair.

**RESULT:** Passed  
**MOVER:** Jessica Thelander  
**SECONDER:** Cassie Kecher  
**AYES:** Marshall Saunders, Patrick Meacham, Sara Paul, Jessica Thelander, Cassie Kecher  
**ABSENT:** Kevin Schieber  
**NOTES:**

g. Consider approval of the 2026 EDA Meeting Calendar

ACTION

Motion to approve the 2026 EDA Meeting Calendar for the 3rd Tuesday of each month at 3:30PM.

**RESULT:** Passed  
**MOVER:** Jessica Thelander  
**SECONDER:** Dennis Johnson  
**AYES:** Marshall Saunders, Patrick Meacham, Sara Paul, Dennis Johnson, Jessica Thelander, Cassie Kecher

**ABSENT: Kevin Schieber**

**NOTES:**

h. Interstate Business Park Platting - Essby Business Park 5th Addition

VERBAL  
UPDATE

Community Development Director Nate Sondrol presented the Interstate Business Park Platting - Essby Business Park 5th Addition. The North Branch EDA approved a purchase agreement with Louisiana Pacific (LP) for the sale of 120 acres in the Interstate Business Park at the December 9, 2026 meeting. LP is proposing a 200,000 + square foot manufacturing facility with outdoor storage of materials on the site.

The terms of the purchase agreement included a 180-day due diligence period with conditions precedent prior to the closing:

- Public Hearing on Sale of Property (Dec 9, 2025)
- Plans and Specifications to be submitted by buyer (received)
- Private Financing (demonstration of sufficient funds)
- Tax Increment Financing (TIF) Agreement (in process)
- Executing Lease to Purchase Agreement with Chisago Co HRA/EDA and transfer to North Branch EDA (completed)
- Payment of Release Price and Partial Release of Mortgage for Lease Revenue Bonds.
- Subdivision and Platting (in process)
- Existing Tenancies released. (in process)
- Form of Limited Warranty Deed.
- Title
- Approval

City staff have been working with LP to address all of the conditions to allow for a closing. A public hearing has tentatively been scheduled on February 3, 2026 for the preliminary plat and conditional use permit for outdoor storage for the site.

There was Consensus from the EDA that the layout makes sense.

i. Consider Approval of Residential Lease Agreement - Interstate Business Park

ACTION

Community Development Director Nate Sondrol presented the approval of the Residential Lease Agreement - Interstate Business Park. The North Branch Economic Development Authority (EDA) approved a residential lease agreement effective January 2, 2025, with Barry Engdahl that allows for the use of the property, including the house and outbuildings located on the property (PID 11.01072.02) located at 6247 410th Street. The property previously included a life estate that allowed the Engdahl family the use of the property. Mr Engdahl is currently also in a lease agreement with the EDA to farm the land within the Industrial Park. The current rental lease includes a one (1) year term effective through January 15, 2026, and a month-to-month term thereafter. The current rate for the term is \$5,200/month. The property at 6247 410th Street is located within the boundary of a potential purchase agreement and is scheduled to be removed with the closing of the property. The purchase agreement is scheduled to allow for a 180-day due diligence period (June 15, 2026) to allow for closing. The closing could take place any time prior to this. Mr Engdahl has expressed a desire to continue with the residential lease, but at the current rate and uncertainty of the state of the property for the upcoming year, he would only be interested in a reduced rate of \$3,500/month during the due diligence period. If the property were not to

close during the due diligence period, the rate would go back to an effective rate of \$5,200/month.

The tenant would continue to be responsible for utilities and insurance on personal property, and the EDA would continue to pay for the insurance on the buildings. The EDA discussed this at the December 9, 2025 meeting and recommended approval of the amendment to the lease at a reduced rate of \$3,500/month during the due diligence period.

**RESULT:** Passed  
**MOVER:** Jessica Thelander  
**SECONDER:** Dennis Johnson  
**AYES:** Marshall Saunders, Patrick Meacham, Sara Paul, Dennis Johnson, Jessica Thelander, Cassie Kecher  
**ABSENT:** Kevin Schieber  
**NOTES:**

9. NEXT MEETING - February 17, 2026 - 3:30 PM

10. CLOSED SESSION

The Economic Development Authority went into closed session at 3:55 PM pursuant to Minn. Stat. 13D.05, sub. 3(c) to consider the sale of real property identified as Lot 3, Block 1, Essby Business Park, North Branch, Minnesota.

**RESULT:** Passed  
**MOVER:** Sara Paul  
**SECONDER:** Jessica Thelander  
**AYES:** Marshall Saunders, Patrick Meacham, Sara Paul, Dennis Johnson, Jessica Thelander, Cassie Kecher  
**ABSENT:** Kevin Schieber  
**NOTES:**

The Economic Development Authority Meeting went into open session at 4:02 PM.

a. Closed meeting pursuant to Minn. Stat. 13D.05, sub. 3 (c) to consider the sale of real property identified as Lot 3, Block 1, Essby Business Park, North Branch, Minnesota INFO

11. ADJOURNMENT

The Economic Development Authority Meeting was adjourned at 4:02 PM.

**RESULT:** Passed  
**MOVER:** Jessica Thelander  
**SECONDER:** Dennis Johnson  
**AYES:** Marshall Saunders, Patrick Meacham, Sara Paul, Dennis Johnson, Jessica Thelander, Cassie Kecher  
**ABSENT:** Kevin Schieber  
**NOTES:**





**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter:**

**Date: 01/26/2026**

**Board & Commission:**

**Subject: Chisago County HRA-EDA Update**

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Chisago County HRA-EDA Update

**Voting Requirements:**



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter:**

**Date: 01/26/2026**

**Board & Commission:**

**Subject: North Branch Area Chamber of Commerce Update**

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North Branch Area Chamber of Commerce Update

Below is a link to the January 2026 Chamber update

<https://vimeo.com/1154409513?fl=pl&fe=sh>

**Voting Requirements:**



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director**

**Date: 01/26/2026**

**Board & Commission:**

**Subject: North Branch Area Schools Update**

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North Branch School Update

**Voting Requirements:**



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director**

**Date: 01/26/2026**

**Board & Commission:**

**Subject: EDA Executive Director Update**

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The EDA Executive Director will provide an update at the meeting

**Voting Requirements:**



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director**

**Date: 02/03/2026**

**Board & Commission: Economic Development Authority**

**Subject: Downtown Storefront Facade Program - 6354 Main St**

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### **Overview / Background**

The Economic Development Authority (EDA) budget for Fiscal Year 2025 included \$75,000, allowing the EDA to establish a Storefront Rehabilitation Grant Program. The funding is intended to help incentivize façade restoration and enhancements by businesses and/or property owners that restore the “historic” existing buildings within the old downtown area. The program funding is set up as technically a 0% forgivable loan over a five (5) year term, with repayment waived 20% each year through the end of the term. At that time, the funding becomes a “grant.” Should the property change hands at any time during the five (5) year timeline, the remaining balance would be due at the time of said transaction. The property owners would be required to agree to either a mortgage or some type of loan security.

The attached policy funds covering 50% of the improvement cost up to \$25,000. This would allow for up to three (3) “grants”. The EDA has discretion to approve a larger funding award to a business, if the project meets the program intent and also meets the program goals with the district, and also supports the vision and goals for the Central Business District / Downtown area. The program establishes guidelines and defines eligible and ineligible improvements for the funding, as well as maintenance requirements.

Funding is intended to restore the storefronts of the existing buildings to their original appearances as they existed at the time of their construction. Given the age of many of the buildings, and historic photos, those storefronts included large floor-to-ceiling windows with recessed doors. Most of the buildings were brick facades.

Although the focus is on restoration of existing buildings, the guidelines can serve as guidance to new buildings and/or restoration of newer buildings. Thus, the EDA has discretion to award funding to update and upgrade non-historic buildings within the district, but are still important to fund such improvements.

The EDA approved an application in the amount of \$10,484.90 on August 19, 2025, that was submitted by Chet Morgan from Acoustic Avenue for improvements to their building located at 6354 Main Street. The proposed improvements included masonry repair, painting and signage. During the beginning of the construction process, it was determined by Mr. Morgan's contractor that additional work would be required to complete masonry improvements to the building that they were not capable of completing. Mr. Morgan consulted with another contractor and obtained a quote of \$19,640 from MW Concrete LLC, which is \$7,119.19 more than the previously approved masonry repair quote of \$12,520.81. Attached is the updated quote.

Mr. Morgan is requesting approval to amend the agreement to cover the increased costs for the masonry repair. This would result in an additional grant award of \$3,559.60, bringing the total grant award to \$14,044.50.

**Requested Economic Development Authority Action**

To approve an amendment to the storefront facade grant with Accoustic Avenue, Chet Morgan, to increase the grant award in the amount of \$3,559.60, bringing the total grant award to \$14,044.50.

**Voting Requirements:**

**Voting Options            Simple Majority**



**NORTH BRANCH FAÇADE IMPROVEMENT FORGIVABLE LOAN PROGRAM**

**APPLICANT / OWNER INFORMATION**

Full Name:	Chester Morgan
Address:	6354 Main St, North Branch, MN 55056
Phone:	763-233-9190
Email:	chet.morgan97@gmail.com

**BUSINESS INFORMATION**

Name of Business Owner:	Chester Morgan	Same As Applicant
Name of Business:	CM LLC	
Name of DBA:	Acoustic Avenue	

**PROPERTY INFORMATION**

Site Address:	6354 Main St, North Branch, MN 55056	PID	16.00292.00
Building Status:	<input checked="" type="checkbox"/> Owner Occupied		Tenant Lease
Use Type:	Retail		
Current Land Use:			
Current Zoning:			

**FAÇADE IMPROVEMENTS**

<input type="checkbox"/> Full Restoration	<input checked="" type="checkbox"/>	Masonry Repairs	<input type="checkbox"/>	General Maintenance	<input type="checkbox"/>	Windows & Doors
<input type="checkbox"/> Canopy & Awnings	<input checked="" type="checkbox"/>	Signage & Lighting	<input checked="" type="checkbox"/>	Other: Paint		

**PROJECT COST & TIMELINES**

**PROJECT ESTIMATES** *(Detailed opinion of probable cost required.)*

Total Project	Eligible Costs	Private Match	Request	Start Date	Completion Date
\$ 20969.81	\$ 20969.81	\$ 10484.91	\$ 10484.90	6 / 19 / 2025	/ /

**CITY REVIEW**

Total Project	Eligible Costs	Private Match	Public Match	Grant Maximum	Review Date
\$	\$	\$	\$	\$25,000.00	/ /

**ARCHITECT/ CONTRACTOR INFORMATION**

Company Name:	
Company Contact:	
Address:	
Phone:	
Email:	

**PROJECT SUMMARY**

*In the space below provide a brief description of the proposed project (attach an additional sheet if necessary).*

I am looking for getting signage, masonry, and paint done on the building. Signs include an LED sign and a non lit sign. Masonry includes shoring up a sinking foundation. Paint includes the entire east wall of the outside of the building. All contractor information is in the attached quotes.

**PROGRAM TERMS & CONDITIONS****PROGRAM FUNDING**

Matching Grants range from a minimum of \$5,000 to a maximum of \$25,000 per storefront or building. All grants must be matched by the property owner. The Matching Grant will pay for only 50% of the total eligible project costs, up to the \$25,000 grant limit. The approved Matching Grant amount will only be paid by the City upon completion of the work, and a formal written request for payment and final invoice is provided by the Applicant to the City.

**TERMS & CONDITIONS**

The Matching Grant is structured as a 5-year loan with no payments, with 20% of the loan being forgiven each year for 5 years. If the building is sold before 5 years, the balance of the loan must be repaid by the Applicant.

The City of North Branch has the right to terminate any agreement under the Façade Improvement Matching Grant Program, if an Applicant is found to be in violation of any conditions set forth in these guidelines, or if work is not completed within required timelines. If terminated by the City, the City shall not be obligated to make any payment to the Applicant. If at any point after the project is completed, the Applicant is found to have violated the terms and conditions of the Program or Grant Agreement with the City, the Applicant shall be responsible for repaying 100% of the Matching Grant to the City.

**PROGRAM REQUIREMENTS**

1. A signed and approved Grant Agreement is required for the applicant to be eligible to receive any funding from the Façade Improvement Matching Grant Program.
2. All work must be done in accordance with all local, state, and federal building codes, the City of North Branch Zoning Code, Downtown Design Guidelines, other applicable Downtown standards, and the rules and regulations for the Façade Improvement Matching Grant Program.
3. Labor costs are only eligible to be covered by the grant if the labor is done by a third party who has no financial interest in the building (i.e. building owners may not receive funds for labor that they completed on the project).
4. All construction must be completed in strict compliance with any approved plans and applicable local, state and federal rules and regulations.
5. All work must be completed within 6 months from the date the grant is approved by the City and any applicable agreements, as required by the City, are executed.
6. The Applicant may not assign the program obligations and/or payment of the Matching Grant to any other party or person.



ACKNOWLEDGEMENT

APPLICANT STATEMENT

I acknowledge the Program Terms and Conditions, as stated herein, and to the best of my knowledge, all of the applicable materials and documents and information I have submitted are true and correct. I have read the Façade Improvement Matching Grant Program and Terms and Conditions, and understand the rules and regulations as set therein. I agree to hold harmless and indemnify the City, and its officers and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

Applicant Signature

Date

REQUIRED ATTACHMENTS

Financial	Project budget with Opinion of Probable Cost and/or detailed, line-item estimate.
Architectural Drawings	Scaled drawings of proposed façade improvements with color renderings.
Photos	Pictures of current storefront.
Other	Other information as may be required by the City.

**Rush City**  
 1325 South Frandsen Avenue  
 Rush City, MN 55069  
 (320) 204-5299



**CONTRACT**

Licensed Contractor BC765730	Date 2/5/2025
Customer Acoustic Avenue Chet Morgan	Phone (Work or Home) (763) 233-9190
Project Location 6354 Main Street North Branch, MN 55056	E-mail chet.morgan97@gmail.com

PROPOSED PRODUCTS	QTY
1 Year Annual Service Plan	1.0
Permit Package A	1.0
Utilities Protection	1.0
Engineering A	1.0
SettleStop Push Pier	5.0
Lift Procedure	5.0
Concrete Remove & Replace	3.0
<b>Subtotal</b>	<b>\$13,912.01</b>
<b>Discount</b>	<b>\$1,391.20</b>
<b>Contract Price</b>	<b>\$12,520.81</b>

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks Minnesota, LLC (the "Contractor").

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Customer is responsible for removing all personal items from the work area.       | <input checked="" type="checkbox"/> A full perimeter drainage system with sump pump is recommended.         |
| <input checked="" type="checkbox"/> Customer assumes responsibility for damages to hidden or unmarked utility lines.  | <input checked="" type="checkbox"/> Customer is aware of warranty and all addenda.                          |
| <input checked="" type="checkbox"/> Stabilization is warranted. Contractor can attempt to lift at Customer's request. | <input checked="" type="checkbox"/> Customer is responsible for providing all necessary electrical outlets. |

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within

one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work.

<b>Customer</b>	<b>Contractor</b>
X _____	_X _____
X _____	_ _____
Date 2/5/2025	Date 2/5/2025

## Product Specifications

### 1 Year Annual Service Plan

One year of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

### Permit Package A

Permit package includes all administration duties and permit fees associated with project.

### Utilities Protection

Utilities protection will cover repairs to private utilities damaged during installation (cable, sprinklers, private water lines, private electric lines etc). Repairs limited to damaged area and do not include full line replacement.

### Engineering A

Engineering package includes all administration duties, engineering documentation and fees associated with project.

### SettleStop Push Pier

Install Foundation Push Pier(s) - Dig hole to expose the footing. Prep the footing for the Push Pier bracket. Install Push Pier bracket. Install collar to reduce skin friction. Install the reinforcement sleeve to support the steel just below the bracket to protect the integrity of the steel from the bending forces. Drive Galvanized steel piers to the necessary depths based on pressure readings. Contractor can attempt lift at the customer's request. Lift is not guaranteed, but stabilization is. Final location of the piers subject to change. Push piers come with a LIFETIME TRANSFERRABLE WARRANTY. See warranty section for full details. Any obstructions or vegetation are the responsibility of the customer unless otherwise specified in this contract. Contractor will take care to remove the vegetation but is not responsible for the life of the vegetation in the work area. Customer understands that if additional soil and/or seed is required, this will be the responsibility of the Customer.

### Lift Procedure

Attempt to lift. Stabilization is guaranteed. With any lift, cosmetic damages may occur. Repair of any cosmetic damage is customer responsibility.

### Concrete Remove & Replace

Remove and replace concrete in the work area. New concrete will not match existing concrete. Concrete will be left with a broom finish.

## Contractor Agrees to

- Remove and replace concrete as necessary in the work area. Customer understands concrete patch will not match existing concrete.
- Guarantees stabilization, will attempt lift per request. Does not guarantee lift or level

## Customer agrees to

- Have brick work re-pointed, re-tucked or caulked as desired after installation.
- Move all personal items at least 10 feet from the work area.
- Make final payment to foreman after completion of work.
- Repair any sprinkler systems, grass and/or landscaping that may be damaged during installation. The use of excavators or trenchers may be required..
- Be present for project - Mark any private underground lines (sprinkler systems, exterior lighting, cable etc.) and assumes liability if damage should occur to such lines -

## Terms and Conditions

1. **Services.** Groundworks Minnesota, LLC d/b/a Innovative Basement Authority, license no. BC765730, is licensed by the Minnesota Department of Labor and Industry. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 8% per year shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.**

Dispute Resolution. Contractor and Customer agree that the Contract evidences a transaction involving or affecting interstate commerce and that their agreement to arbitrate, including whether an agreement to arbitrate exists or whether the controversy is subject to an agreement to arbitrate, shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq. Any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof and/or related to the Work shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules and the FAA in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. For any other issues, the Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.

A claim against the Contractor Recovery Fund will be stayed until completion of the mandatory arbitration proceeding.

If Customer elects to initiate arbitration, the arbitrator has the discretion and authority to award such remedies as may be available under applicable law. In any case, each party shall be responsible for its own attorneys' fees.

If payment in full is not made when due, Contractor may recover from Customer all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the arbitrator may adjudge reasonable if Contractor prevails on such payment claim. Except as stated in the preceding sentence, each party shall be responsible for its own attorneys' fees for the arbitration. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 8% per year. EACH PARTY TO THIS CONTRACT FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHTS TO TRIAL BY JURY FOR ANY CLAIM, DISPUTE, OR OTHER MATTER IN CONTROVERSY ARISING OUT OF OR RELATED TO THIS CONTRACT.
6. **Customer's Responsibility.**
  - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
  - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
  - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a water management system is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
  - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
  - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.
13. **A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**

**B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**IN WITNESS WHEREOF**, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

**Customer**

**Contractor Groundworks Minnesota, LLC**

Name: X \_\_\_\_\_

Name: X \_\_\_\_\_

By: Acoustic Avenue Chet Morgan \_\_\_\_\_

By: Logan Jacovetti \_\_\_\_\_

## Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$240 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement", as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For carbon fiber strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Supports/SettleStop Floor Supports. Contractor warrants that the support system will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of ten (10) years from the date of installation. Contractors DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawlSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawlSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**NOTICE OF CANCELLATION**

Enter type of goods or services purchased: X \_\_\_\_\_

Date of Transaction: X \_\_\_\_\_

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Contractor no later than midnight within three business days from the above date. If you cancel, any payments made by you under the Contract or sale, any property traded in, and any instrument executed by you will be returned within ten business days following receipt by Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Contractor at your residence, in substantially as good condition as when received, any goods delivered to you under this Contract or sale; or you may, if you wish, comply with the written instructions of Contractor regarding the return shipment of the goods at Contractor's expense and risk.

If Contractor does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

If you do not want the goods or services described above, you may cancel your purchase by mailing or delivering a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to:

Groundworks Minnesota, LLC at 1325 South Frandsen Avenue, Rush City, MN 55069

not later than midnight of X \_\_\_\_\_.

**I HEREBY CANCEL THIS TRANSACTION.**

(Date) \_\_\_\_\_

(Customer's signature) \_\_\_\_\_

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

**PAYMENT TERMS**

We propose hereby to complete the services indicated in this Contract for the sum of:

<b>Contract Amount</b>	<b>\$12,520.81</b>
<b>Deposit</b>	<b>\$3,756.24</b>
<b>Due Upon Completion</b>	<b>\$8,764.57</b>

Is the project financed? YES \_\_\_\_\_ NO \_\_\_\_\_ (Financing must be set up at the time of the signed contract.)

Approval/Account # \_\_\_\_\_

X \_\_\_\_\_ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X \_\_\_\_\_ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

**BUYER'S RIGHT TO CANCEL.**

If the Contract was solicited at a location other than the place of business of Contractor, and Customer does not want the goods or services, Customer may cancel this purchase at any time prior to midnight of the third business day after the date of this purchase. The notice must be mailed or delivered to: Groundworks Minnesota, LLC at 1325 South Frandsen Avenue, Rush City, MN 55069. If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X \_\_\_\_\_

X \_\_\_\_\_

X \_\_\_\_\_

—

Date

2/5/2025

Date

2/5/2025



# PROPOSAL

250051-01

Date: 02/07/2025

Expires: 02/28/2025

Drawing Numbers:

**Project:** Acoustic Avenue Channel Letter Project  
6354 Main Street  
North Branch, MN 55056

**Client:** Acoustic Avenue  
6354 Main Street  
North Branch, MN 55056

**Contact:** Chet Morgan 763-233-9190 chet.morgan97@gmail.com

We are pleased to offer this proposal for the following services at the above location.

Project Description:	Price:	Qty:	Item Total:
<b>Illuminated Channel Letter Sign</b> Fabricate ONE (1) Set of Illuminated Channel Lettering including: <ul style="list-style-type: none"> <li>• Face-Lit Letters   ACOUSTIC AVENU   144" x 18"               <ul style="list-style-type: none"> <li>◦ 5" Black Aluminum Returns</li> <li>◦ 1" Black Aluminum Trim</li> <li>◦ White Acrylic Faces</li> <li>◦ Premium UL-Listed LED Illumination</li> </ul> </li> <li>• Mounting: Raceway Painted to Match Wall Color</li> <li>• 5-Year Warranty: Parts &amp; Labor</li> </ul>	3,975.00	1	3,975.00
<b>10' x 5' Flat-Panel Aluminum Composite Sign</b> Fabricate ONE (1) 119" x 59" Aluminum Composite Sign including: Graphics: Full-Color Print and/or Premium Vinyl Graphics Substrate: 3mm Aluminum Composite (ACM) Mounting Style: Exterior wall	979.00	1	979.00
<b>Sign Installation w/ Final Electrical Hookup*</b> Supply all the labor and equipment necessary to install the sign(s) described above. Installation Service generally includes 1-2 professional installers with standard lift truck. <ul style="list-style-type: none"> <li>• *Final electrical hookup contingent on power being readily accessible within 5-feet of the illuminated sign installation site.</li> </ul>	1,475.00	1	1,475.00
<b>Sign Permit Procurement Fee</b> Fee covers the cost to prepare all the necessary documentation required to process the permits for the sign(s) listed above. Fee does <i>not</i> cover the final permit fees charged by the city, which will be added	150.00	1	150.00

**Salesperson: Julian Chippendale**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



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to the final invoice at cost.

Proposal inclusive of all costs *except*: Local Taxes and City Permit Fees

**Deposit Rate: 50%**  
**Deposit: 3,289.50**

**Subtotal: 6,579.00**

**Total: 6,579.00**

Company (BMS Signs & Printing) and Customer enter into the following contractual agreement ("Contract") regarding services provided for the Job Number identified above and more specifically described in the Customer-approved Quote provided alongside this Contract, hereafter collectively referred to as "Project", and agree to the following terms and conditions regarding said Project:

STANDARD SPECIFICATIONS: The Project shall be completed in accordance with the sign drawing and elevation specifications corresponding to the Job Number listed above which are approved by Customer ("Standard Specifications"), unless changes to the Standard Specifications are approved by the parties in writing in accordance with the Change Order process described below.

CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed above ("Contract Amount"). Unless the Customer agrees to pay the Contract Amount in full, a 50% deposit is required to begin permitting and fabrication with the remaining balance due within 15 days of installation. Time is of the essence with regard to Customer's payment obligation. The Contract Amount applies only to the job referenced above and described in the Customer-approved quote. Void if not accepted within 30 days.

ADDITIONAL WORK: Unless stated as part of the Contract Amount on the reverse side of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of solid rock, pipes, underground wires, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than the Standard Specifications described above, including, without limitation, shop drawings, samples, design layouts and modifications to

**Salesperson: Julian Chippendale**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



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architectural site plans; (iv) Company is required to remove free-standing signs or prior signs on a structure located on or near the installation site; (v) Company must obtain permits or approvals; or (vi) Company is requested or required to do any other additional work related to the Project that is not described in the Services section on the reverse side of this Contract. The Customer shall not be obligated to pay for any of the additional work specified in this paragraph unless the Company has received the Customer's advance written agreement to pay for such additional work.

TAXES: Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or municipal authority or political subdivision thereof.

LATE FEES: Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee.

OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials to manufacture the signage related to the Project ("Signage Property"). Customer acknowledges and agrees that all Signage Property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 90 days of completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to take and remove the Signage Property from the installation site and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due.

OWNERSHIP OF COMPANY DESIGNS: Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All right, title and interest in and to the Company Designs is owned exclusively, through the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and

**Salesperson: Julian Chippendale**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



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such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contract Work Product in the Company's name, as the owner and author thereof. PERMITS AND LICENSES: Unless otherwise stated on the reverse side of this Contract, the Company shall obtain all necessary installation permits related to the Project. Customer shall be responsible for maintaining all necessary permits or variances from public authorities.

CHANGE ORDERS: Any changes to the Standard Specifications that are requested by Customer shall be agreed to by the parties in a Client Change Order Contract, which, upon signature by all parties shall be made part of this Contract. Company may, in its sole discretion, stop all work in connection with the Project until the Client Change Order Contract is signed by Customer.

CUSTOMER DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract.

TERMINATION: In the event that this Contract is terminated by customer, Customer shall pay Company for all work in progress related to the Project up to date of termination plus a cancellation fee of 25% of the total Contract Amount.

LIMITED WARRANTY: ALL SIGNAGE PROPERTY AND SERVICES PROVIDED BY COMPANY IS GUARANTEED FOR A PERIOD OF FIVE YEARS AGAINST ELECTRICAL AND MECHANICAL DEFECTS. The warranty period begins at the date of installation. Expressly excluded from this warranty are acts of God, vandalism, customer modification or defects due to Customer negligence and any other causes beyond the control of the Company. All warranties are void with respect to portions of Project not manufactured, performed or serviced by Company, its employees or agents. The Company recommends the Customer any signage to their business or property insurance policy to cover accidental damages. Lighting components including LED modules, LED power supplies and wiring is backed up by a 5-year manufacturer warranty which the Company passes on to the client. Should any of the aforementioned issues occur within the period covered in the warranty mentioned

**Salesperson: Julian Chippendale**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



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North Branch, MN 55056

**Contact:** Chet Morgan 763-233-9190 chet.morgan97@gmail.com

above, the Company will service the aforementioned sign(s) within a timely manner free of charge. Any service required after the aforementioned warranty has expired, will be billed to the Customer in accordance with the materials and labor necessary to complete the job upon the clients request and approval.

DISCLAIMER OF WARRANTIES: THIS CONTRACT IS MADE WITH THE UNDERSTANDING THAT THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES OTHER THAN THOSE CONTAINED IN THIS CONTRACT AND THAT THERE ARE NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, THAT THE GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR USE OR PURPOSE OTHER THAN THOSE SPECIFICALLY MENTIONED HEREIN.

FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company. In addition, the Customer shall not hold the Company responsible, and Company shall not be liable for any damage to landscaping that occurs during installation.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services and furnish materials and labor to manufacture signage related to the Project and further agrees that such materials or labor is for improvement of real property. Therefore, unless otherwise prohibited by state law, Customer authorizes Company to file a Mechanic's Lien for any amounts due under this Contract. The Customer further agrees to pay Company an administration fee for all costs incurred in filing of a Mechanic's Lien, and further agrees to pay all legal fees and court costs in connection with the enforcement of a Mechanic's Lien.

INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the services, if any claims, damage, loss or expense is caused in whole or in part by any act or omission of the Customer, or Customer's employees or agents.

INDEPENDENT CONTRACTOR STATUS: In this Contract, Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of

**Salesperson: Julian Chippendale**

Buyer\_\_\_\_\_Seller\_\_\_\_\_



# PROPOSAL

250051-01

Date: 02/07/2025

Expires: 02/28/2025

Drawing Numbers:

**Project:** Acoustic Avenue Channel Letter Project  
6354 Main Street  
North Branch, MN 55056

**Client:** Acoustic Avenue  
6354 Main Street  
North Branch, MN 55056

**Contact:** Chet Morgan 763-233-9190 chet.morgan97@gmail.com

performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property.

MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of principal office (Minnesota) without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of the state and federal courts in such state for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supersedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion.

AGREEMENT: If the Terms and Conditions outlined above are agreeable to the Customer ("Buyer"), the Company ("Seller") requests they sign and date below. It is understood that in doing so, the terms and condition of this Contract become legally binding upon both parties.

**Salesperson: Julian Chippendale**

Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**BMS**

612-545-6636 • printbms.com  
3125 84th Ln NE, Blaine, MN 55449

**PROJECT NAME**

Scope of work:  
Fabricate  
Permit  
Installation

**PROJECT ADDRESS**

Address  
6354 Main St North Branch, MN 55056  
County  
Chisago

**CLIENT INFO**

NAME  
Acoustic Avenue | Chet Morgan  
NUMBER  
763-233-9190  
EMAIL  
chet.morgan97@gmail.com

**CLIENT INFO**

Wind Speed 140 mph  
Mean Height 60 ft  
These drawings are complied by NEC2017  
Wind Code ASCE 7-16 Exposure C Risk Category II  
Wind Pressure (WP) 48.19 psf  
GCP = 1.40 Total Pressure = WP \* SF 67.47 psf

Quality Control and UL certification  
All products are subject to quality control inspection prior to leaving our facility.



**Project Schedule**

- Mockup
- Revisions
- Full-drawing
- Quote
- Acceptance / Deposit
- Landlord approval
- Permitting
- Fabrication
- Installation

**Index**

- 1.0 / Cover
- 2.0 / Mockups
- 3.0 / 3D Renderings
- 4.0 / Measurements & Resolution
- 5.0 / Electrical & Equipment

**Estimated Installation**

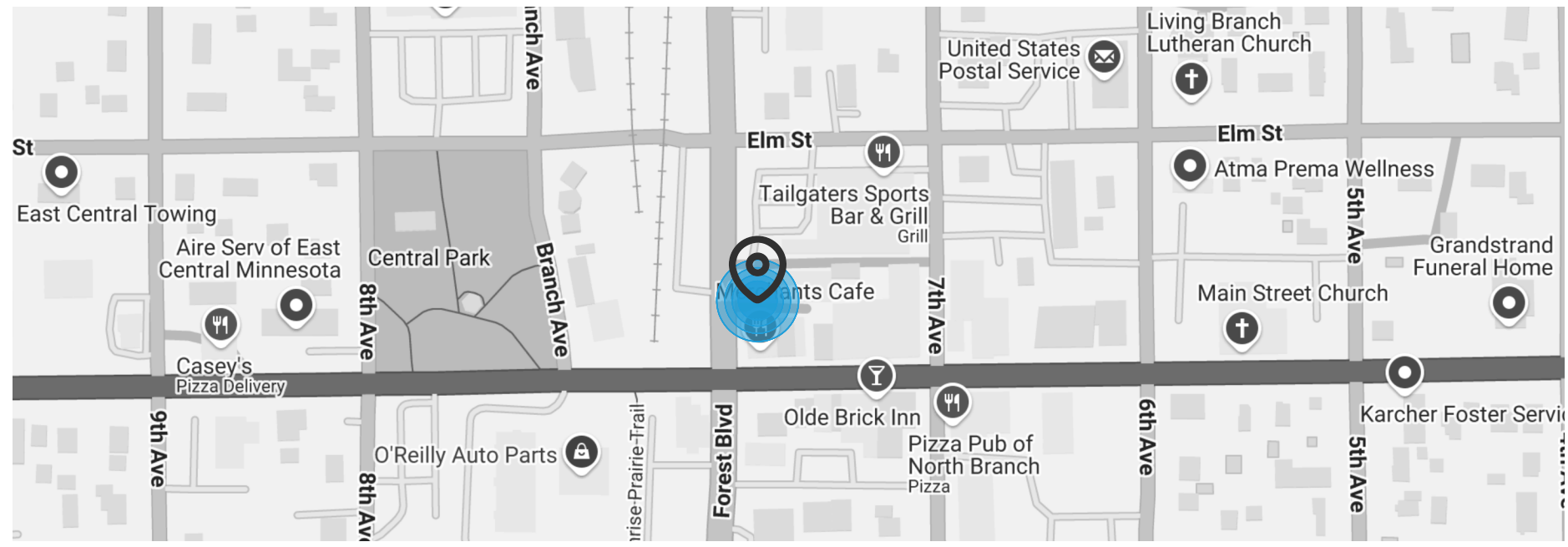
**2025**

01	02	03	04	05	06	07
08	09	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

**Acoustic Avenue Channel Letter Project**

All drawings and documents appearing hereign are the property of BMS Signs & Printing and may not be used, duplicated or disclosed without the written consent from BMS Signs & Printing. All Rights Reserved.

PLEASE REVIEW THIS PROOF CAREFULLY  
We do our best to make sure things are correctly, but is your responsibility to review all spelling and content for accuracy. BMS Signs & Printing will not be responsible for any errors in spelling, acurracy, or layout after a proof has been approved.  
Colors on finished product may vary slightly from electronic proof.



Project Manager  
Julian C.

Designed by  
Abe

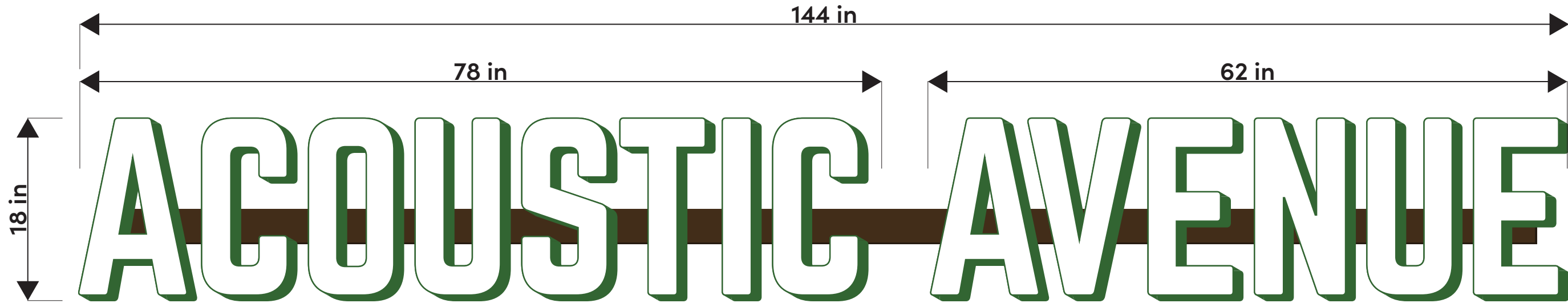
Initial Design  
0/00/00

Revision 1

Revision 2

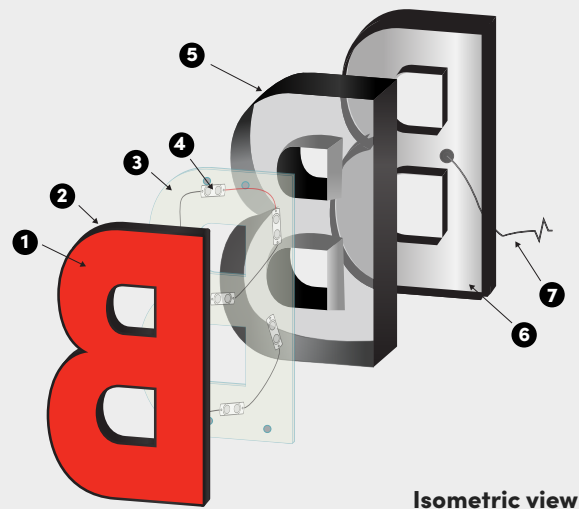




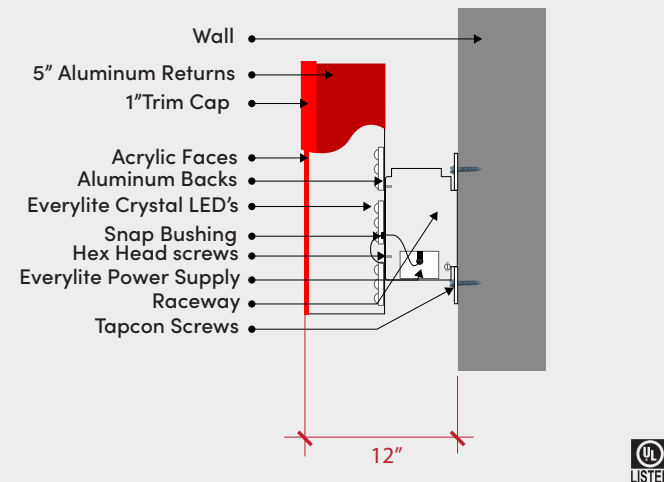


### Front lit channel letter sign

- 1 Translucent premium vinyl
- 2 Trimcap
- 3 .177 White acrylic face
- 4 LED illumination
- 5 .040 Aluminum return
- 6 .090" Aluminum backing
- 7 Power supply connection



### Section details - letters / capsules on raceway



### Color specifications

3M® 3630-22 Black	Faces White   Standard .177 Lexan
Trimcap Green Custom	Returns Green Custom
Raceway IME Custom Color Match	

### Lighting



**True White QM2**  
CCT/Wavelength: 7100 K  
Intensity: 94.1 lm/mod (160 lm/ft)  
Efficacy: 118 lm/W



119 in

# ACOUSTIC AVENUE

Music Lessons for Guitar, Piano,  
Voice, Ukulele, and more.



651-243-0654

info@acousticavenuenb.com

59 in



# Proposal #1773521

## Chet Morgan

chet.morgan97@gmail.com  
 (763) 233-9190  
 6354 Main St  
 North Branch, MN 55056



Proposal # 1773521  
 Proposal Date 6/18/2025  
 Proposal Amount \$1,870.00  
 Job Address 6354 Main St  
 North Branch, MN 55056

## Northland Painting

7013 135th Ave NE  
 Forest Lake, United States 55025  
 Phone: (612) 564-8535

Product / Service	Quantity	Price	Subtotal	Tax	Total
<b>Exterior Painting Preparation:</b>	1.00	\$1,870.00 / Ea	\$1,870.00	\$0.00	\$1,870.00

- Hand wash as needed. (Given the state of the masonite siding getting it wet with a pressure washer will cause further damage to areas that can be salvaged, power wash is not recommended)
- Mask, tape, plastic, and use drop clothes as needed
- Scrape all loose and peeling paint
- Fill in any woodpecker holes
- Re-caulk where caulking is missing or failing
- Apply a full coat of primer given the amount of exposed substrate along with going to a dark green color.
- Clean up jobsite upon completion of the project

### Application Areas:

- Right Side Siding Wall

### Products

- Sherwin Williams Emerald Rain Refresh
- Areas: Siding
- Color: TBD
  
- Sherwin Williams Pro Block Primer Tint to P6

*\*It is the client's responsibility to ensure that an exterior water and electrical source is on and easily accessible for the project. Sprinkler systems must be turned off 2 days prior to the project and left off 1 week after the completion of the project. Sanding of the surface is not included unless specified in the estimate*

<b>Subtotal</b>	\$1,870.00
<b>Tax</b>	\$0.00
<b>Total</b>	\$1,870.00

## Terms and Conditions

**We propose hereby to furnish material and labor - complete in accordance with above specifications.**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to the specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. Client has a (3) day right to cancel without loss of deposit.

**Sign And Date To Accept Proposal:**

Customer Signature:

Date:

**Attachments:**

**Sign And Date To Accept Proposal:**

Customer Signature:

Date:

**Attachments:**





ESTIMATE

**Prepared For**

Chet Morgan  
6354 Main St  
North Branch  
(763) 233-9190

**MW Concrete LLC**

4319 Edgewood Ave N  
Crystal, MN 55428  
Phone: (612) 735-1185  
Email: mwiller90@gmail.com

Estimate # 286  
Date 01/26/2026  
Business / Tax # 612 735 1185

Description	Total
Excavate down approximately 50" along side of building approximately 25'. Remove bad foundation stone and block. Install new 8" X 20" Concrete Footing with rebar.	\$0.00
Install new 12" concrete block. Approximately 5 courses. We will fill the wall solid with concrete and 1/2" rebar. We will damp proofing new block with rubberized foundation coating and new high density foam	\$19,640.00
<b>Subtotal</b>	\$19,640.00
<b>Total</b>	<b>\$19,640.00</b>

By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Chet Morgan



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director**

**Date: 02/12/2026**

**Board & Commission: Economic Development Authority**

**Subject: Interstate Business Park Land Sale Update**

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### **Background Info**

The EDA approved a purchase agreement with Louisiana Pacific (LP) is proposing a minimum of a 200,000 square foot facility manufacturing facility on 120 acres located in the northeast portion of the Interstate Business Park on December 9, 2025. The manufacturing at this facility will include LP's Expert finish facility which specializes in pre-finishing engineered wood siding trim with durable, factory applied paint in various colors, reducing the installation time and labor for builders by eliminating field painting and caulking needs. The site will require the outdoor storage of materials on the site.

### **Purchase Agreement Terms**

The terms of the purchase agreement included the purchase price of \$5,250,000 with \$50,000 earnest money applied and 180 day due diligence period along with conditions precedent prior to the closing:

1. Public Hearing on Sale of Property (Dec 9, 2025)
2. Plans and Specifications to be submitted by buyer (received)
3. Private Financing (demonstration of sufficient funds)
4. Tax Increment Financing (TIF) Agreement (in process)
5. Executing Lease to Purchase Agreement with Chisago Co HRA/EDA and transfer to North Branch EDA (completed)
6. Payment of Release Price and Partial Release of Mortgage for Lease Revenue Bonds.
7. Subdivision and Platting (in process)
8. Existing Tenancies released. (in process)
9. Form of Limited Warranty Deed.
10. Title
11. Approval

As part of the agreement with LP and the North Branch Economic Development Authority (EDA), the EDA/City would be responsible for extending the streets and utilities (water, sewer, storm) in Fletcher Ave and to connect with the existing segment of Fletcher Ave to the north. The city would utilize a combination of land sale proceeds a BDPI grant, and potential TIF funds. The city received a BDPI grant that will be utilized to assist with the funding of this and is proposing to submit an additional BDPI application to support this project.

Staff will provide an update on the status of the agreement.

**Voting Requirements:**

**Voting Options          Simple Majority**



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director, Matthew Hill, City Administrator**

**Date: 01/26/2026**

**Board & Commission: Economic Development Authority**

**Subject: Comprehensive Plan Update**

---

#### **Background Info**

The Comprehensive Plan Steering Committee requests that the Planning Commission review two specific sections of the 2018 Comprehensive Plan:

- **Section 2: Values and Vision (all groups will review this section)**
- **Section 5: Economic Development**

Your focused review is vital as we move toward the final revision of the plan. This should include a thorough overview of the current language, and listing any changes that the group feel necessary due to the changes and growth of the City.

We are establishing the following timeline for the process:

- **March 2026:** The Comprehensive Plan Steering Committee will convene to review the individual group findings.
- **April or May 2026:** Presentation of the Comprehensive Plan review results to the Planning Commission for consideration and Council approval in June.

Supporting documents are attached, including:

- Sections 2 and 5 of the Comprehensive Plan, and a link to the entire document <https://www.northbranchmn.gov/228/Comprehensive-Plan>
- Summary of the feedback forms from the community questionnaires

Staff are also requesting to begin working on identifying goals for the upcoming year and are looking to begin discussion on these.

**Requested Action**

To review the attached documents and be prepared for full discussion at the February 17, 2026 meeting.

The next Comprehensive Plan subcommittee will be meeting on Wednesday February 18, 2026 at 6pm at City Hall.

**Voting Requirements:**

**Voting Options**      **Simple Majority**

# 2

## VALUES AND VISION

### Values

Residents and other stakeholders were asked what they loved about North Branch at the Community Expo, at a chamber meeting, and at the first community café. The values expressed most often were:

**THE STRONG SENSE OF COMMUNITY**

**A HOME TOWN FEEL**

**THE CITY'S COMMITMENT TO ITS PARKS AND TRAILS**

**A COMMUNITY THAT ENCOURAGES BIKING AND WALKING**

**QUALITY SCHOOLS**

These values were reiterated at each of the other three community cafes and served as the foundation for the vision statements expressed below.

### *Vision for North Branch in 10 years .....*

North Branch is a growing and safe community with outstanding natural and recreational amenities and opportunities for all, and well maintained infrastructure, vibrant business districts and neighborhoods, and provides residents with an excellent quality of life.

### *Vision for Land Use*

The City of North Branch is a complete community that provides a well-balanced and wide range of places to live, work, shop and play. Land uses make efficient use of existing infrastructure, contribute to a strong local economy, preserve natural resources and contribute to a high quality of life.

#### Residential Uses

A diverse housing stock allows people at any stage in their life to be able to find a home in North Branch. Older housing is well maintained while new development expands housing options to complement existing neighborhoods.

#### Commercial and Industrial Uses

A significant amount of commercial and industrial uses can be found within the City that allow residents to work in North Branch, while also being able to meet all of their day-to-day needs. Commercial and industrial uses are compatible with their surrounding land uses.

#### Public/Institutional

Public and institutional uses are viewed as valued resources to the community and contribute to making North Branch a better place to live and do business.



*North Branch is a growing and safe community with outstanding natural and recreational amenities and opportunities for all, and well maintained infrastructure, vibrant business districts and neighborhoods, and provides residents with an excellent quality of life.*

### Parks, Open Spaces and Trails

Quality parks and open space are within close proximity to all residents, providing recreational opportunities to encourage an active lifestyle. A wide variety of community facilities are provided to serve a range of interests. The City of North Branch has a proposed trail system that will allow bicycle and pedestrian access to most of the major pedestrian generators within the city, including schools, shopping areas, and parks. Many of the proposed trails are destinations in themselves, offering scenic walks or rides around many of the city's scenic views. With recreational activities such as running, bicycling, and walking increasing in popularity, the city's trail system will not only offer a recreational opportunity in itself, but will also help to connect the community's parks with the neighborhoods.

### *Vision for Economic Development*

A strong business community is the cornerstone of a vibrant city. Economic development encompasses the policies and activities that improve the long term economic and social wellbeing of the community. Communities with strong economies have financial resources to support the levels of service that their residents need and desire. Successful communities realize that economic development is about bringing together social, natural, infrastructure, and economic assets in the community to sustain the "whole" community.

### *Vision for Municipal Utilities*

The City of North Branch, individually and in collaboration with the North Branch Water & Light Utility, has a significant investment in its existing public utilities systems (water, wastewater and stormwater). The continued expansion and development within the Urban Service Area will require the extension of public utilities. In general, the existing infrastructure system is well-positioned and of adequate size to support expansion. However, coordination will be required between community development and the required expansion of the utility system. In some cases, the cost of providing utility service may dictate where and when future growth will occur.

### *Vision for Transportation*

North Branch is located at the cross roads of I35 and TH95, providing for ease in and out of the city. Within the city limits, however, these features will require a coordinated approach to providing movement of traffic through the city to local destinations, safe pedestrian and bike corridors, and improved intersections to safely serve the increasing number of commercial vehicles passing through North Branch.

### *Vision for the Environment and Sustainability*

Natural infrastructure includes all systems that relate to natural resources and contribute to an improved public life. Natural infrastructure considers the full range of natural resource uses including economic, environmental, health, cultural, and aesthetic. This broad view leads us to include surface water, groundwater, stormwater, wastewater, drinking water, geology, topography, soils, natural areas, open space, green spaces, urban forest, habitat, vegetation, scenic views, and parks and trails in natural infrastructure.

Natural infrastructure is a key element in planning where development should or should not take place within a city. This element is important to communities and development as it avoids certain development hazards, provides health benefits to citizens, protects ecological systems and enhances biological diversity, and offers communities unique quality of life components. Consideration of natural infrastructure ensures that homes are built upon stable dry soils, provides clean drinking water, accounts for resource based economic activities, provides scenic views and open spaces, and plans development that respect the integrity of natural systems and incorporate natural features into development.

### *Minnesota GreenStep City*

In 2018, the Mayor and City Council approved a resolution to make North Branch a GreenStep City through the MPCA and League of Minnesota Cities' program. Minnesota GreenStep Cities is a voluntary challenge, assistance and recognition program to help cities achieve their sustainability and quality-of-life goals. This free continuous improvement program, managed by a public-private partnership, is based upon 29 best practices. Each best practice can be implemented by completing one or more actions at a 1, 2 or 3-star level, from a list of four to eight actions. These actions are tailored to all Minnesota cities, focus on cost savings and energy use reduction, and encourage civic innovation. North Branch is currently a Step 1 City. As North Branch plans for the future, it will continue to consider GreenStep City Best Management Practices as they relate to the goals and objectives of this comprehensive plan.



# 5

## ECONOMIC DEVELOPMENT

### *Introduction*

A strong business community is the cornerstone of a vibrant city. Economic development encompasses the policies and activities that improve the long term economic and social wellbeing of the community. Communities with strong economies have financial resources to support the levels of service that their residents need and desire. Successful communities realize that economic development is about bringing together social, natural, infrastructure, and economic assets in the community to sustain the “whole” community.

The City’s Economic Development Authority recently adopted a strategic plan to guide and inform its decision making over the next 3 - 5 years. The EDA identified the following strategic priorities:

- Expansion of broadband (high speed internet)
- Business growth, including continued land sales and development
- Transportation
- Community
- Housing

### *Inventory and Analysis*

#### **Existing Characteristics of the Economy**

A significant number of North Branch residents commute to work, but have indicated via survey and other tools, that they would prefer to work in the city if comparable jobs were available. Therefore, retaining and attracting jobs is an ongoing objective for the City of North Branch. As of 2018 Assessment Year, non-residential property values amounted to \$146,754,700, as follows: commercial \$91,277,300, industrial \$22,953,100 and apartments \$32,524,300. The Minnesota Department of Employment and Economic Development estimates the unemployment rate in Chisago County at 3 percent, higher than the state average of 2.9 percent.

Table 5-A shows the employment and business profile of North Branch. The highest employment industry is health care and social assistance which provides 17.5 percent of all jobs in North Branch. Educational services is the second highest source of employment (13.1 percent), and construction, and other services provide about 12.6 percent each of the community’s total jobs. (Data-USA.com)

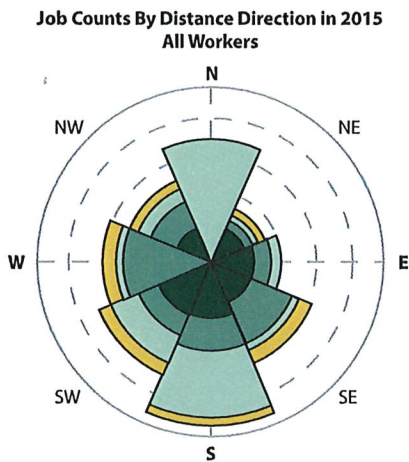
**Table 5 -A Business and Employment Statistics**

Name	Industry	Approximate # of Employees
North Branch School District	Education	388
Villages of North Branch	Elder Care	185
Andersen Windows	Manufacturing	180
Lakes Region EMS	Emergency Medical Services	92
County Market	Retail	90
Fairview Health System	Health Care	85
Branch Manufacturing	Manufacturing	72
Environmental Stoneworks	Manufacturing	69
Zinpro	Manufacturing	62
ShopKo	Retail	60
Wisconsin Coil Spring	Manufacturing	56

**Commuting**

According to the US Census as of 2015, 59.4 percent of North Branch residents commute more than 10 miles to work, resulting in an average commute time of 32.3 minutes trip.

**Figure 5-1: Commute Distances**



**Jobs by Distance | Work Census Block to Home Census Block**

2015

	Count	Share
<b>Total Primary Jobs</b>	3,366	100.0%
<b>Less than 10 miles</b>	1,368	40.6%
<b>10 to 24 miles</b>	1,148	34.1%
<b>25 to 50 miles</b>	614	18.2%
<b>Greater than 50 miles</b>	236	7.0%

## **Finance Tools**

Community development actions require a framework for financial decision-making. The investment of public dollars to achieve community development objectives should be guided by several key principles:

- Financial resources are limited. The city has limited funding to apply to community development initiatives, so the use of resources must be targeted to achieve the greatest effect on community needs.
- Financial decisions require a long-term perspective. The current use of financial resources may reduce monies available in the future. In evaluating short-term opportunities, it is important to question the long-term impact on community development.
- Public funds should lead to private investment. While this section focuses on public finance actions, the Comprehensive Plan cannot become reality without private investment. The use of public funds should be targeted to actions that encourage private investment in North Branch.

The area of North Branch located north of TH95 received Opportunity Zone designation by the US Department of Treasury. While the tax credit opportunities that this designation allows are a private sector concern, the City will promote this designation as a tool for land sales and development in the City's Interstate Business Park as well as the other undeveloped portions of the City within the designated Opportunity Zone census tract.

## **Tax Increment Financing**

Tax increment financing (TIF) is the primary development finance tool available to Minnesota cities (Minnesota Statutes, Sections 469.174 through 469.179). TIF is simple in concept, but complex in its application. Through tax increment financing, the property taxes created by new development (or redevelopment) are captured and used to finance activities needed to encourage the development. The challenge in using TIF lies with the complex and ever-changing statutory limitations.

## **Tax Abatement**

Tax abatement acts like a simpler and less powerful version of tax increment financing. With TIF, the city controls the entire property tax revenue from new development. Under the abatement statute (Minnesota Statutes, Sections 469.1812 through 469.1815), the city, county and school district have independent authority to grant tax abatement.

## **Special Assessments**

Public improvements are often financed using the power to levy special assessments (Minnesota Statutes Chapter 429). A special assessment is a means for benefiting properties to pay for all or part of the costs associated with improvements, and to spread the impact over a period of years. This tool can be applied to both the construction of new improvements and the rehabilitation of existing improvements.

## Grant Programs

Cities can leverage funding from various grant programs to help take on economic development initiatives. There are numerous grant programs available to cities provided by various state and federal agencies related to economic development and downtown redevelopment. The Community Development Block Grant program (CDBG) administered by the U.S. Department of Housing and Urban Development (HUD) provides grants on an annual basis to states and eligible local governments for community development activities. In some cases, communities may choose to use these dollars for business retention and job growth activities. The City should also explore the use of these dollars for downtown redevelopment. The Minnesota Department of Employment and Economic Development is another agency with financial assistance available to local governments for business development, infrastructure, community development and site cleanup and redevelopment. Many other funding sources exist and city staff should monitor and pursue these opportunities when appropriate.





*A significant number of North Branch residents commute to work, but have indicated via survey and other tools, that they would prefer to work in the city if comparable jobs were available.*

# GOAL 1

*Encourage economic growth to meet the demand for commercial and industrial development.*

## *Vision for Economic Development*

The City of North Branch will remain focused on retaining a high quality of life, while at the same time working to encourage and facilitate job growth in its commercial and industrial sectors.

## *Goals, Objectives, and Policies*

The following section outlines the primary goals for economic development, followed by a series of objectives and policies intended to influence future economic development efforts that align with the community visions in this plan.

### **OBJECTIVE 1.1**

#### **DEVELOP THE INTERSTATE BUSINESS PARK.**

##### *Policy 1.1.1*

*Strive to maximize the community's strategic location as a valuable resource, promoting the Opportunity Zone designation whenever possible.*

##### *Policy 1.1.2*

*Actively target companies, both large and small, that offer good employment prospects, draw from the local labor pool, and are good corporate citizens.*

##### *Policy 1.1.3*

*Work to maintain a labor force in the immediate area that supports the growth of business and industry in the Interstate Business Park, including but not limited to expanding the inventory of affordable housing, providing transportation alternatives and encouraging expansion of services.*

##### *Policy 1.1.4*

*Coordinate with stakeholders and regional partners to identify users of rail and support development of rail spur adjacent to the Interstate Business Park.*



**OBJECTIVE 1.2**

**REVITALIZE THE HISTORIC DOWNTOWN AREAS OF NORTH BRANCH.**

*Policy 1.2.1*

*Address unique development challenges including the reuse and redevelopment of vacant buildings in the historic downtown areas.*

*Policy 1.2.2*

*Explore and implement plans to enhance pedestrian friendly features, promote available parking, and collaborate with Minnesota Department of Transportation to establish safe pedestrian crossings at intersections within the downtown area.*

# GOAL 2

*Balance the use of undeveloped land and infill development throughout the City.*

## **OBJECTIVE 2.1**

**CONTINUE AND EXPAND REDEVELOPMENT EFFORTS.**

### *Policy 2.1.1*

*Foster private investment and economic activity without compromising community objectives to maintain and enhance North Branch's natural environment.*

### *Policy 2.1.2*

*Promote the areas north of TH95 as being designated for Opportunity Zone tax treatment to further enhance private investment in those areas.*



### **OBJECTIVE 3.1**

#### **RETAIN AND SUPPORT LOCAL BUSINESS AND INDUSTRY.**

##### **Policy 3.1.1**

*Set attracting new, and retention of existing, businesses and industries as a priority of the City's economic development plan.*

##### **Policy 3.1.2**

*Continue outreach by City Staff and Elected Officials whereby the City representatives meet periodically on an individual basis with businesses and industries to listen to concerns and discuss opportunities for success. During these meetings, identify any perceived or real barriers or obstacles (such as overly restrictive ordinances) that the City could potentially remove or minimize to help industries and businesses prosper, while still protecting the overall health, safety and welfare of the community.*

##### **Policy 3.1.3**

*Coordinate with regional organizations, the North Branch School District, higher education institutions, and others in their efforts to promote training opportunities that can help businesses and industries prosper. If appropriate, co-sponsor and/or offer City facilities and/or meeting space for employee training programs.*

##### **Policy 3.1.4**

*Continue to promote North Branch's high quality of life as a means to help attract new businesses and industries.*

##### **Policy 3.1.5**

*Continue to work with local businesses and industries to ensure needs for expansion and development are adequately met.*

##### **Policy 3.1.6**

*Pursue ways to streamline the development approval process while still maintaining high quality development standards, by using consistent work flow practices, checklists, and hosting developer information sessions regularly.*

##### **Policy 3.1.7**

*Periodically review and promote economic development incentive programs such as Tax Increment Financing (TIF), Tax Abatement, utility energy and water efficiency design and improvement programs, county and state waste and pollution prevention assistance and other regional, state and national loan, grant and incentive programs to support business growth and development.*

# GOAL 3

*Enhance North Branch's reputation as a resource to new and expanding businesses.*



# Comprehensive Plan Questionnaire: Key Patterns and Trends

## 1. Community Strengths and Identity

Across the early sections of the questionnaire (pages 2–3), respondents consistently highlight:

- A strong sense of community pride and belonging.
- The small-town feel and safety that make the area family-friendly.
- Deep appreciation for natural spaces, recreation, and access to the outdoors.
- Recognition that schools and local events form the heart of community identity.

**Trend:** The community’s greatest strength lies in its cohesion and shared values. Schools, local partnerships, and volunteerism serve as anchors of civic pride and engagement.

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## 2. Transportation and Accessibility

From the middle portion of the survey (around page 6), respondents discuss:

- A strong desire for safe biking and walking routes, particularly for students and families.
- Concerns about traffic flow near schools and main corridors.

**Trend:** Participants want more walkable, connected routes—aligning with health, safety, and sustainability goals. There is clear community interest in making it easier to move around town without a car.

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## 3. Education and Workforce Alignment

Later responses (pages 7–8) show widespread recognition of:

- Education quality as a defining strength of the community.

- Calls for more career-connected learning, technical training, and real-world skills.
- Alignment with the district's goal of ensuring students graduate with a plan, not by chance.

**Trend:** The community supports educational innovation—especially programs that bridge academics with career readiness and local workforce opportunities.

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#### **4. Economic and Environmental Balance**

Responses from pages 9–10 highlight the desire to:

- Support small businesses and encourage local job creation.
- Promote sustainable growth that balances targeted industry development with environmental preservation.
- Explore renewable energy and responsible land use; Maintain and protect natural resources and open spaces.

**Trend:** Residents value a balanced approach—advancing economic opportunity while safeguarding the environment and rural character that define the community.

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#### **5. Community Engagement and Governance**

The final sections (page 11 and beyond) emphasize:

- Appreciation for transparent communication from local leaders.
- Calls for inclusive planning that welcomes voices from all age groups, especially youth and families.
- Recognition that civic collaboration is essential for moving forward.

**Trend:** There is strong appetite for collaboration and communication—people want to be informed, involved, and part of shaping the community's future.



**Prepared By: Nathan Sondrol, Community Development Director**

**Presenter: Nathan Sondrol, Community Development Director**

**Date: 02/12/2026**

**Board & Commission: Economic Development Authority**

**Subject: Closed meeting pursuant to Minn. Stat. 13D.05, sub. 3 (c) to consider the sale of real property identified as Lot 3, Block 1, Essby Business Park, North Branch, Minnesota**

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**Voting Requirements:**

**Voting Options      Simple Majority**