



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
WEDNESDAY, APRIL 22, 2026 @ 6:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. AGENDA APPROVAL
 - a. Approve Agenda ACTION
5. PRESENTATION & PROCLAMATION
 - a. Lynn Cornwell from Moreton Capital Markets INFO
6. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.
7. CONSENT AGENDA
 - a. Claims ACTION
 - b. Approval of minutes - Regular Meeting - April 8, 2026, 6:00 PM ACTION
 - c. Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - Kwik Trip Store 931 ACTION
 - d. Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - Kwik Trip Store 930 ACTION
 - e. Approval of Application for Cannabis Retail Registration — Low Potency Hemp Retailer - North Branch Smoke Shop ACTION
 - f. Approval of 30-day Transient Merchant License Group Sale for Custom Remodelers, Inc. ACTION

- g. Approve Transient Merchant License - NBBA Community Ball ACTION
 - h. Approve Application for 4-day Temporary On-Sale Liquor License - North Branch American Legion Post 85 - Midsummer Days ACTION
 - i. Approval of Special Event Permit — North Branch American Legion Midsummer Days ACTION
 - j. Approval of Resolution R-314-2026 approving the Fairway Field Development and Subdivision Agreement ACTION
 - k. Approval of Ordinance No.411 Amending City Code Sec 66-855 Surfacing and Sec 66-8 Definitions ACTION
 - l. Approval of Resolution R-315-2026 to Amend 2026 Budget ACTION
 - m. Approval of the hiring of Michael Mullen as the Building Official for the City of North Branch ACTION
 - n. Approval of Memorandums of Agreement for PTO Accrual increases based on anniversary dates INFO
 - i. Approval of Resolution R-316-2026 clarification of PTO accrual based on anniversary dates for City Employee Bargaining Unit ACTION
 - ii. Approval of Resolution R-317-2026 clarification of PTO accrual based on anniversary dates for the Essential Supervisor Bargaining Unit ACTION
 - o. Notice of change to Public Works hours: May 23, 2026 - September 4, 2026 INFO
 - p. Approval of Resolution R-318-2026 Low Bid for Project Water Tower #3 Rehabilitation ACTION
 - q. Approval of Resolution R-319-2026 to amend the 2025 Transfer Budget ACTION
8. PUBLIC HEARINGS
9. STAFF REPORTS
- a. Consider ordinance #410-26 amending the City of North Branch Fee Schedule ACTION
 - b. Consider Approval of Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader (ALPR) Policy ACTION
 - c. Consider Approval of Resolution R-312-2026 Approving a Three-Year Contract with Flock Safety for Seven License Plate Reader Cameras within the City Limits ACTION
 - d. Consider approval of Resolution R-320-2026 Approving Plans and Specifications and Authorizing Ad for Bid for the Fletcher Avenue Road and Utility Extension Project ACTION
10. MAYOR/CITY COUNCIL
- a. Engineering Services - Initiate review of engineering services VERBAL UPDATE
 - b. Parks, Trail and Open Space Commission project priorities discussion VERBAL UPDATE
 - c. City Flag - proposal to create a city flag VERBAL UPDATE

- | | | |
|----|--|------------------|
| d. | City Support for Mid-Summer Days | VERBAL
UPDATE |
| e. | Safer City Through Police Strategic Staffing | INFO |
| f. | Closed meeting pursuant to Minn. Stat. § 13D.05, subd. 3 (d) to receive security briefings and reports of the North Branch Police Department concerning recommendations regarding public services. | INFO |

11. ADJOURNMENT

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



Prepared By:

Presenter:

Date: 04/07/2026

Board & Commission: City Council

Subject: Lynn Cornwell from Moreton Capital Markets

Voting Requirements:

Voting Options Simple Majority



City Council Meeting April 22nd, 2026



GOING THE EXTRA MILE
WE DELIVER INSTITUTIONAL
INVESTMENT SERVICES TO YOU!



Lynn Cornwell
Vice President





Apple Valley, MN



Anoka County, MN



Maplewood, MN



Alexandria, MN



Duluth, MN



Sartell, MN



Education

- What is backing each of these investments?
- Why can I only invest up to \$250,000 in one CD?
- What's a basis point?



Flight Plan

- Mission Briefing
 - Understanding Fixed Income
- Engines Revving
 - How Fixed Income Works
- Target Lock
 - Evaluating Options
- Need for Yield
 - Finding Opportunities
- Tactical Maneuvers
 - Gain Advantage

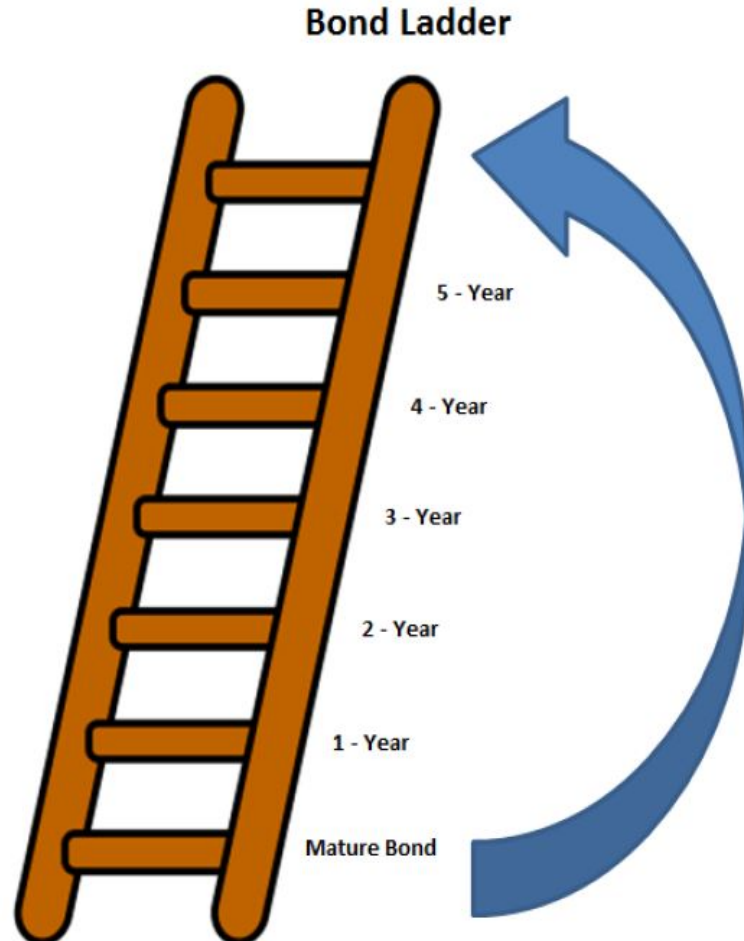


MN Statute 118A -

<https://www.revisor.mn.gov/statutes/cite/118A.04>

- **United States securities**
- **State and local securities**
- **Time deposits**
- **Money market mutual funds**
- **Local Government Investment Pools**





Building a Bond Ladder

- Predictable Cash Flow
- Reduces Reinvestment Risk
- Improves Yield
- Maintains Liquidity

4/13/2026

General Rates	
First American Gov. MMF	3.5563
First American Treas. MMF	3.5483
Prime Rate	6.75
Effective Fed Funds	3.64

Treasury Bills	
1-month	3.54
3-month	3.55
6-month	3.54
9-month	3.46
12-month	3.49

Treasury Notes	
2-Year	3.74
3-Year	3.76
5-Year	3.88
7-Year	4.06
10-Year	4.26

Agency Disco's	
30-Day	3.54
60-Day	3.54
90-Day	3.54
120-Day	3.55
180-Day	3.54
270-Day	3.51

Agency Bullets	
1-Year	3.79
2-Year	3.76
3-Year	3.78
5-Year	3.90
7-Year	4.10
10-Year	4.36

Agency Callables	
2-yr, 6 mo	4.00
2.5-yr, 6 mo	4.10
3-yr, 1 yr 1X	4.00
5-yr, 6 mo	4.50
7-yr, 6 mo	4.78
10-yr, 6 mo	5.05

Brokered CDs	
6-Month	3.85
1-Year	3.90
2-Year	3.95
3-Year	4.00
5-Year	4.15

Muni Taxable G.O. A+, A, A-	
1-Year	3.76
2-Year	3.88
3-Year	3.95
4-Year	4.18
5-Year	4.23

Muni Tax-Exempt AAA	
1-Year	3.76
2-Year	3.88
3-Year	3.95
4-Year	4.18
5-Year	4.23

2031:

CD

Avail (000's)	FDIC CERT#	Description	Term	Coupon	Maturity	YTW	YIELD	Price	Next Call	Freq.	Settlement	Market
1000	57449	MEDALLION BANK UTAH	5 Years	3.80	2/12/2031	3.80	3.80	100		MO	2/12/2026	New Issue

MUNI

DIVER Geo Score	Par	Issuer	State	Coupon	Maturity	Credit Support	Yield	Yield to Call	A Px	Nxt Call	Issue Type	Moody	S&P	Settle
4.4	220	ORLAND PARK IL	IL	5.00	12/1/2031		4.03		104.953		GENERAL OBLIGATION UNLTD		AA+	2/19/2026

TREASURY

Settle Date	Available 000	Issuer	Coupon	Maturity	Call Date	YIELD	YTC	Call Type
2/6/2026	25000	US TREASURY N/B	3.75	8/31/2031		3.80		

2032:

CD

Avail (000's)	FDIC CERT#	Description	Term	Coupon	Maturity	YTW	YIELD	Price	Next Call	Freq.	Settlement	Market
1074	34444	CUSTOMERS BANK	6 Years	3.90	2/11/2032	3.90	3.90	100		SA	2/11/2026	New Issue

MUNI

DIVER Geo Score	Par	Issuer	State	Coupon	Maturity	Credit Support	Yield	Yield to Call	A Px	Nxt Call	Issue Type	Moody	S&P	Settle
4.4	190	ORLAND PARK IL	IL	5.00	12/1/2032		4.20		104.673		GENERAL OBLIGATION UNLTD		AA+	2/19/2026
6.7	100	DEERFIELD IL	IL	5.00	12/1/2032		4.12		105.157		GENERAL OBLIGATION UNLTD	Aaa		2/18/2026

TREASURY

Settle Date	Available 000	Issuer	Coupon	Maturity	Call Date	YIELD	YTC	Call Type
2/6/2026	25000	US TREASURY N/B	3.88	8/31/2032		3.91		
2/6/2026	25000	US TREASURY N/B	4.13	3/31/2032		3.87		

Portfolio Analytics

FIXED INCOME ANALYSIS

PORTFOLIO SUMMARY

PORTFOLIO STATISTICS

GENERAL

# of Positions	73
Total Par	23,831,583
Total Market Value	\$23,720,927
Total Accrued Interest	\$112,557
Cash	\$0
Portfolio Value	\$23,833,484
Callable %	4.15%

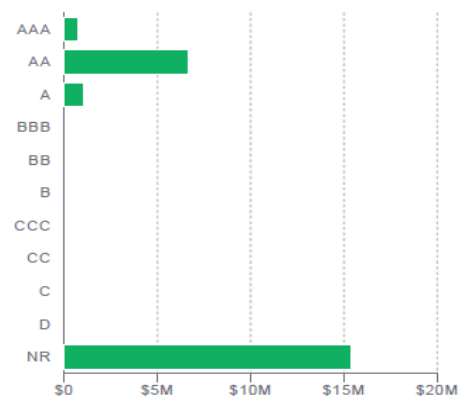
AVERAGES

Maturity	03/09/2028 (1.90 Yrs)
Duration	1.756
Coupon	3.587
Price	70.132
Yield to Worst	3.472
Yield to Maturity	3.964

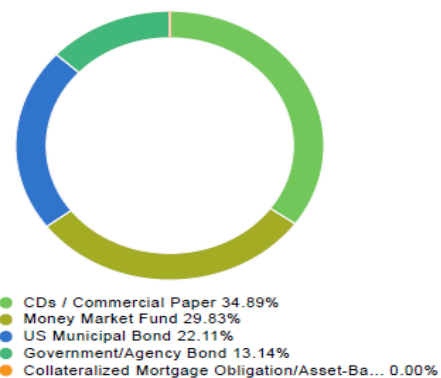
INCOME

Next 12 Months	\$517,248
Annualized Gross Income	\$601,012
Unrealized Gain/Loss	\$46,920

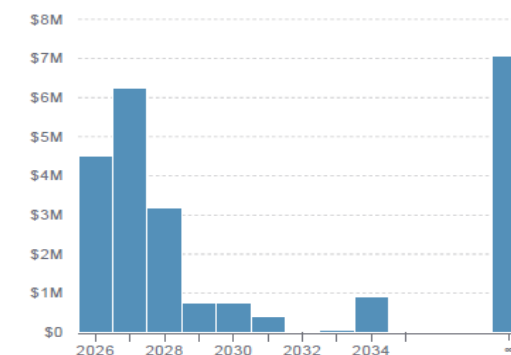
RATING DISTRIBUTION



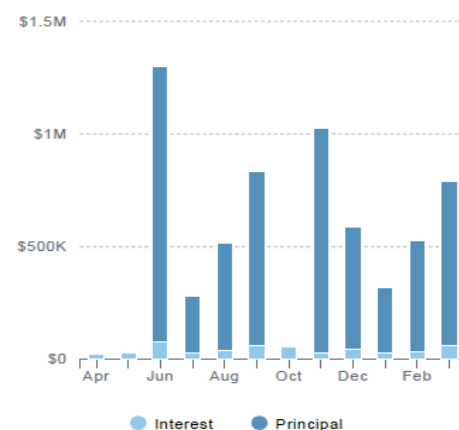
ASSET TYPE DISTRIBUTION



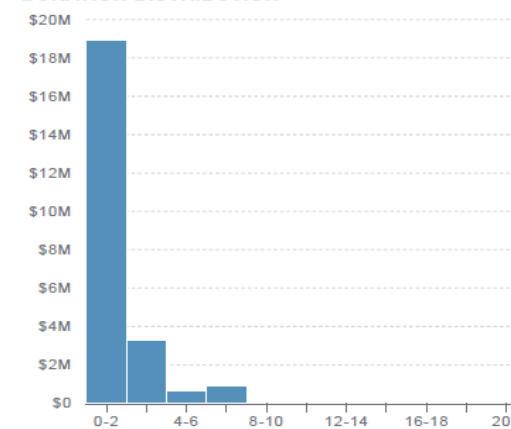
MATURITY DISTRIBUTION



UPCOMING CASH FLOWS



DURATION DISTRIBUTION



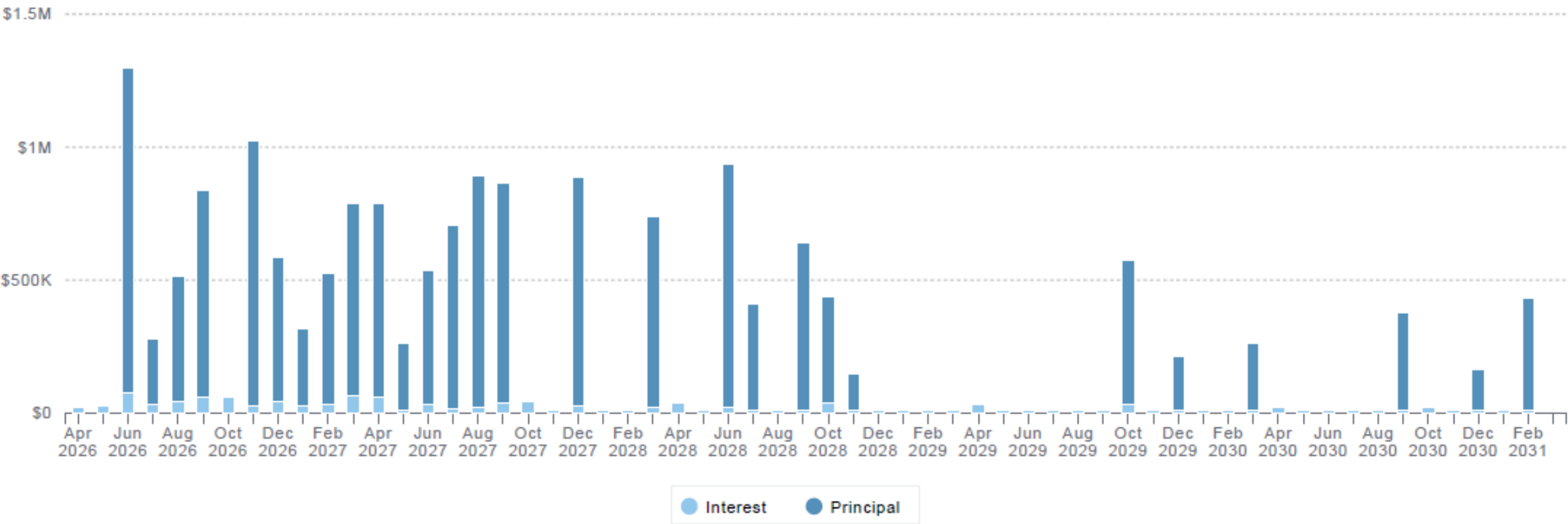
Acquisition Yield

3.424

UPCOMING CASH FLOWS

Period: **Next 60 Months** Payment Type: **Both**

Apr. 2026 - Mar. 2031



I hope this was
helpful!

Questions?



Lynn Cornwell

Lynn.cornwell@moretoncm.com

952-777-3227

Important Disclosures

The opinions shared in the presentation are those of the presenter, and not of Moreton Capital Markets, LLC. This communication is for informational purposes only, is not an offer, solicitation, recommendation or commitment for any transaction or to buy or sell any security or other financial product and is not intended as investment advice.

US treasuries, agencies, and municipals are NOT FDIC insured. Investment products are not guaranteed and may lose value. Past performance is not indicative of future results.

The information in this report does not represent advice and does not represent an offer to purchase or sell.

Potential conflicts of interest: Moreton Capital Markets, LLC may buy or sell the subject securities from/to its customers on a riskless principal or principal basis. The compensation for the representative(s) providing this report may be influenced by Moreton Capital Markets LLC performance and profitability.

Moreton Capital Markets, LLC is a broker-dealer registered with the SEC and a member of FINRA and SIPC. MCM privacy policy and business continuity plan can be found on our website www.moretoncm.com. Moreton Capital Markets is a separate entity from Moreton & Company.



Prepared By:

Presenter:

Date: 01/28/2026

Board & Commission: City Council

Subject: Claims

Claims Summary

Voting Requirements:

Voting Options **Simple Majority**

City of North Branch

ACH Checks

6115 to 6135 - \$1,698,447.58

Checks

93281 to 93356 - \$383,932.30

Payroll

04/10/2026 - \$122,861.48

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
 Printed: 04/10/2026 - 10:24AM
 Batch: 00002.04.2026 - 04102026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1005	ACE SOLID WASTE			Check Sequence: 1	ACH Enabled: False
13076538T067	TRASH SERVICE APR 2026	335.64	04/10/2026	101-43000-50387	
13076538T067	TRASH SERVICE APR 2026	280.03	04/10/2026	101-42280-50387	
13076538T067	TRASH SERVICE APR 2026	128.79	04/10/2026	615-49550-50387	
13076538T067	TRASH SERVICE APR 2026	63.36	04/10/2026	615-49550-50387	
13076538T067	TRASH SERVICE APR 2026	111.22	04/10/2026	101-45500-50387	
13076538T067	TRASH SERVICE APR 2026	261.52	04/10/2026	602-49450-50387	
13076538T067	TRASH SERVICE APR 2026	155.25	04/10/2026	609-49750-50387	
13076538T067	TRASH SERVICE APR 2026	244.22	04/10/2026	101-41940-50387	
	Check Total:	1,580.03			
Vendor: 1646	Ameritas			Check Sequence: 2	ACH Enabled: False
0410 AMER	4/10/2026 PAYROLL	90.00	04/10/2026	101-00000-21705	
	Check Total:	90.00			
Vendor: 1036	AT & T MOBILITY			Check Sequence: 3	ACH Enabled: False
287294265529X04	CITY MOBILE PHONES	1,343.42	04/10/2026	101-41420-50321	
	Check Total:	1,343.42			
Vendor: 1216	Gopher State One-Call, Inc.			Check Sequence: 4	ACH Enabled: False
6020645	24 BILLABLE LOCATES	10.80	04/10/2026	612-49700-50300	
6020645	24 BILLABLE LOCATES	10.80	04/10/2026	602-49450-50300	
6020645	24 BILLABLE LOCATES	10.50	04/10/2026	615-49550-50300	
	Check Total:	32.10			
Vendor: 1348	Metro Sales Inc.			Check Sequence: 5	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3001200	COPIER RELOCATE	170.00	04/10/2026	101-41420-50300	
	Check Total:	170.00			
Vendor: 2019	QUADIENT, INC			Check Sequence: 6	ACH Enabled: False
30280874	POSTAGE MACHINE	700.00	04/10/2026	101-41940-50322	
	Check Total:	700.00			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 7	ACH Enabled: False
NOV 2025	Correspondence with Developer	35.00	04/10/2026	101-00000-21138	
	Check Total:	35.00			
	Total for Check Run:	3,950.55			
	Total of Number of Checks:	7			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad

Printed: 04/14/2026 - 10:39AM

Batch: 00003.04.2026 - 04142026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1943	The Modern Sportsman			Check Sequence: 1	ACH Enabled: False
2342	FIREARMS	4,979.00	04/14/2026	101-42110-50201	
	Check Total:	4,979.00			
	Total for Check Run:	4,979.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 04/17/2026 - 2:15PM
Batch: 00004.04.2026 - 04172026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1004	A-1 Tire Service, Inc.			Check Sequence: 1	ACH Enabled: False
114471	PW FLEET REPAIR & MAINT	500.34	04/17/2026	101-43000-50404	
114828	ALIGNMENT	98.99	04/17/2026	620-49600-50404	
	Check Total:	599.33			
Vendor: 1662	AMAZON CAPITAL SERVICES			Check Sequence: 2	ACH Enabled: False
14GL-Y6V4-6YHQ	OFFICE CHAIR	206.88	04/17/2026	101-43000-50210	
1633-QPGV-9DFP	NOTEBOOKS	40.99	04/17/2026	101-42110-50210	
19W7-11GT-9VDJ	HEARING PROTECTION	149.99	04/17/2026	101-42110-50237	
1DLF-1YX1-XY97	LAPTOP BATTERIES	164.95	04/17/2026	101-41420-50201	
1F1J-Q43H-7YX1	GLOVES	24.84	04/17/2026	101-42110-50237	
1N4H-XVCW-T6CJ	ORGANIZER	50.59	04/17/2026	101-42110-50210	
1RKY-1GF4-63NL	TRAINING SUPPLIES	49.40	04/17/2026	101-42110-50332	
1VW1-M13P-1919	MISC IT SUPPLIES	265.55	04/17/2026	101-41420-50201	
1Y9D-DH4J-MMH4	OFFICE CHAIR	90.98	04/17/2026	101-43000-50210	
	Check Total:	1,044.17			
Vendor: 1029	Artisan Beer Company			Check Sequence: 3	ACH Enabled: False
3845590	THC	320.00	04/17/2026	609-49750-50254	
	Check Total:	320.00			
Vendor: 1031	Aspen Mills			Check Sequence: 4	ACH Enabled: False
373372	SHIPPING FOR UNIFORM ITEMS	14.00	04/17/2026	101-42280-50237	
	Check Total:	14.00			
Vendor: 1038	AUTOMATIC SYSTEMS GROUP, LLC			Check Sequence: 5	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
44791	WATER SCADA	2,197.50	04/17/2026	615-49550-50300	
	Check Total:	2,197.50			
Vendor: 1049	BELLBOY CORPORATION			Check Sequence: 6	ACH Enabled: False
0111021200	OPERATING SUPPLIES	130.59	04/17/2026	609-49750-50210	
0211002800	LIQUOR	1,355.13	04/17/2026	609-49750-50251	
	Check Total:	1,485.72			
Vendor: 1052	BERNICKS			Check Sequence: 7	ACH Enabled: False
10475989	BEER	2,013.95	04/17/2026	609-48000-50252	
10475996	BEER CREDIT	-393.00	04/17/2026	609-48000-50252	
10476003	THC	125.92	04/17/2026	609-49750-50254	
10476004	N/A SALES	154.00	04/17/2026	609-49750-50250	
10476004	BEER	4,095.25	04/17/2026	609-49750-50252	
10476010	BEER CREDIT	-311.65	04/17/2026	609-49750-50252	
10478253	BEER	1,745.00	04/17/2026	609-48000-50252	
10478254	THC CREDIT	-10.48	04/17/2026	609-48000-50254	
10478255	BEER CREDIT	-84.96	04/17/2026	609-48000-50252	
10478261	BEER	5,194.55	04/17/2026	609-49750-50252	
10478262	BEER CREDIT	-28.03	04/17/2026	609-49750-50252	
	Check Total:	12,500.55			
Vendor: 2165	Bert's Auto Body Shop LLC			Check Sequence: 8	ACH Enabled: False
3220	2013 GMC Sierra Autobody Work	1,239.50	04/17/2026	101-42280-50404	
	Check Total:	1,239.50			
Vendor: 1066	BREAKTHRU BEVERAGE MN WINE & SPIRITS, LLC			Check Sequence: 9	ACH Enabled: False
126331993	LIQUOR	65.22	04/17/2026	609-49750-50251	
126335823	LIQUOR	1,744.80	04/17/2026	609-48000-50251	
126335956	LIQUOR	584.25	04/17/2026	609-49750-50251	
126462852	LIQUOR	638.25	04/17/2026	609-48000-50251	
126462853	WINE	97.65	04/17/2026	609-48000-50253	
126463084	LIQUOR	3,686.17	04/17/2026	609-49750-50251	
126463085	WINE	965.20	04/17/2026	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	7,781.54			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 10	ACH Enabled: False
3270902	N/A	76.50	04/17/2026	609-49750-50250	
3270902	THC	80.00	04/17/2026	609-49750-50254	
3270904	BEER	74.00	04/17/2026	609-48000-50252	
3270904	LIQUOR	450.00	04/17/2026	609-48000-50251	
3270960	BEER CREDIT	-18.00	04/17/2026	609-48000-50252	
3270960	THC CREDIT	-144.00	04/17/2026	609-48000-50254	
3277063	BEER	345.00	04/17/2026	609-49750-50252	
	Check Total:	863.50			
Vendor: 2315	CENTRAL-MCGOWAN, INC			Check Sequence: 11	ACH Enabled: False
476842	CYLINDER RENTAL	60.25	04/17/2026	101-43000-50210	
	Check Total:	60.25			
Vendor: 1105	Chisago County Senior Center			Check Sequence: 12	ACH Enabled: False
03312026	SENIOR CENTER CONTRACT	4,500.00	04/17/2026	101-49990-50300	
	Check Total:	4,500.00			
Vendor: 1109	CINTAS			Check Sequence: 13	ACH Enabled: False
4261542847	6388 MAPLE ST MATS	31.47	04/17/2026	615-49550-50210	
4264545859	WWTP FLOOR MATS	45.26	04/17/2026	602-49450-50210	
4264545859	WWTP UNIFORMS	30.53	04/17/2026	602-49450-50237	
4264546147	UNIFORMS	9.50	04/17/2026	101-45000-50237	
4264546147	UNIFORMS	9.59	04/17/2026	602-49450-50237	
4264546147	UNIFORMS	0.40	04/17/2026	609-49750-50237	
4264546147	6388 MAPLE ST MATS	31.47	04/17/2026	615-49550-50210	
4264546147	UNIFORMS	76.19	04/17/2026	101-43000-50237	
4264546147	UNIFORMS	2.57	04/17/2026	620-49600-50237	
4264546147	SUPPLIES	33.70	04/17/2026	101-43000-50210	
4264546147	UNIFORMS	27.72	04/17/2026	615-49550-50237	
4264546147	UNIFORMS	1.34	04/17/2026	101-42110-50237	
4264546147	UNIFORMS	6.90	04/17/2026	612-49700-50237	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4264546147	UNIFORMS	2.77	04/17/2026	101-45500-50237	
4264546147	UNIFORMS	4.35	04/17/2026	101-41940-50237	
4264560706	FIRE HALL MATS	14.42	04/17/2026	101-42280-50210	
4264560707	LIBRARY MATS	27.31	04/17/2026	101-45500-50210	
4264560782	CITY HALL MATS	70.92	04/17/2026	101-41940-50210	
4264560800	LIQUOR STORE SUPPLIES/MATS	58.32	04/17/2026	609-49750-50210	
4264561012	LIQUOR STORE SUPPLIES/MATS	48.49	04/17/2026	609-48000-50210	
4264561030	WATER PLANT MATS	20.00	04/17/2026	615-49550-50210	
4265384160	WWTP SUPPLIES	2.05	04/17/2026	602-49450-50210	
4265384160	WWTP UNIFORMS	30.53	04/17/2026	602-49450-50237	
4265384276	WATER UNIFORMS	27.24	04/17/2026	615-49550-50237	
4265384276	PW UNIFORMS	2.77	04/17/2026	101-45500-50237	
4265384276	PW UNIFORMS	6.42	04/17/2026	612-49700-50237	
4265384276	PW UNIFORMS	9.50	04/17/2026	101-45000-50237	
4265384276	PW UNIFORMS	0.40	04/17/2026	609-49750-50237	
4265384276	GEN UNIFORMS	2.58	04/17/2026	620-49600-50237	
4265384276	GEN UNIFORMS	10.54	04/17/2026	101-43000-50210	
4265384276	PW UNIFORMS	75.71	04/17/2026	101-43000-50237	
4265384276	PW UNIFORMS	1.34	04/17/2026	101-42110-50237	
4265384276	PW UNIFORMS	4.35	04/17/2026	101-41940-50237	
4266082807	WWTP UNIFORMS	30.53	04/17/2026	602-49450-50237	
4266082957	WWTP UNIFORMS	9.12	04/17/2026	602-49450-50237	
4266082957	PW SHOP TOWELS	10.55	04/17/2026	101-43000-50210	
4266082957	PW UNIFORMS	0.40	04/17/2026	609-49750-50237	
4266082957	PW UNIFORMS	1.34	04/17/2026	101-42110-50237	
4266082957	GEN UNIFORMS	2.57	04/17/2026	620-49600-50237	
4266082957	PW UNIFORMS	75.71	04/17/2026	101-43000-50237	
4266082957	PW UNIFORMS	6.42	04/17/2026	612-49700-50237	
4266082957	PW UNIFORMS	4.35	04/17/2026	101-41940-50237	
4266082957	WATER UNIFORMS	29.15	04/17/2026	615-49550-50237	
4266082957	PW UNIFORMS	9.50	04/17/2026	101-45000-50237	
4266082957	PW UNIFORMS	2.77	04/17/2026	101-45500-50237	
4266095161	MATS/MOPS/SUPPLIES	58.32	04/17/2026	609-49750-50210	
4266095275	MATS/MOPS/SUPPLIES	48.49	04/17/2026	609-48000-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		1,015.87			
Vendor: 2206	Core & Main LP			Check Sequence: 14	ACH Enabled: False
28169	WATER CHEMICALS	103.04	04/17/2026	615-49550-50272	
30812	CHECK VALVE	5,878.00	04/17/2026	615-49550-50404	
Check Total:		5,981.04			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 15	ACH Enabled: False
02-603853	N/A SALES	58.24	04/17/2026	609-48000-50250	
02-603855	N/A SALES	103.89	04/17/2026	609-49750-50250	
Check Total:		162.13			
Vendor: 1129	DAHLHEIMER DISTRIBUTING			Check Sequence: 16	ACH Enabled: False
2735476	BEER	8,331.55	04/17/2026	609-49750-50252	
2736960	N/A SALES	52.35	04/17/2026	609-48000-50250	
2736961	LIQUOR	146.60	04/17/2026	609-48000-50251	
2736964	THC	427.00	04/17/2026	609-48000-50254	
2736965	BEER	1,652.60	04/17/2026	609-48000-50252	
2736966	LIQUOR	90.00	04/17/2026	609-49750-50251	
2736967	N/A SALES	76.42	04/17/2026	609-49750-50250	
2736968	THC	580.50	04/17/2026	609-49750-50254	
2742925	THC	315.00	04/17/2026	609-49750-50254	
2743206	LIQUOR	4,772.60	04/17/2026	609-49750-50251	
2743248	THC	369.50	04/17/2026	609-48000-50254	
2743249	LIQUOR	1,285.60	04/17/2026	609-48000-50251	
2743250	BEER	4,044.15	04/17/2026	609-48000-50252	
2743251	N/A SALES	204.60	04/17/2026	609-49750-50250	
2743252	BEER	9,820.20	04/17/2026	609-49750-50252	
Check Total:		32,168.67			
Vendor: 2132	Data-Smart Computers, Inc.			Check Sequence: 17	ACH Enabled: False
98110	SONICWALL LABOR 3/23/2026	145.00	04/17/2026	101-41420-50300	
Check Total:		145.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2292 149	DEE'S MECHANICAL LLC HEATING R/M WASTEWATER PLANT	8,160.00	04/17/2026	Check Sequence: 18 602-49450-50401	ACH Enabled: False
	Check Total:	8,160.00			
Vendor: 1143 4849209106	Dr Pepper Snapple Group N/A SALES	210.63	04/17/2026	Check Sequence: 19 609-49750-50250	ACH Enabled: False
	Check Total:	210.63			
Vendor: 1152 105907	EHLERS Project Heart - Review	150.00	04/17/2026	Check Sequence: 20 201-46500-50300	ACH Enabled: False
105908	Project Heart - Review	150.00	04/17/2026	201-46500-50300	
105909	Project Heart - Review	671.25	04/17/2026	201-46500-50300	
	Check Total:	971.25			
Vendor: 1179 MNTC3242409	Fastenal Company MISC NUTS/BOLTS	126.48	04/17/2026	Check Sequence: 21 101-43000-50210	ACH Enabled: False
	Check Total:	126.48			
Vendor: 1180 0536069	Ferguson US Holdings, Inc CREDIT on Invoice 536069	-799.10	04/17/2026	Check Sequence: 22 615-49550-50210	ACH Enabled: False
0562598	Water Collection System Repair	3,192.77	04/17/2026	615-49550-50407	
0562613	Water Collection System Repair	484.76	04/17/2026	615-49550-50407	
0562613-1	Water Repair/Maint Equip	129.34	04/17/2026	615-49550-50404	
	Check Total:	3,007.77			
Vendor: 1187 317767	Fisk Tire & Auto-NB TIRE BALANCE - TAX EXEMPT	59.90	04/17/2026	Check Sequence: 23 101-43000-50404	ACH Enabled: False
318034	ALIGNMENT - WATER - TAX EXEMPT	132.06	04/17/2026	615-49550-50404	
	Check Total:	191.96			
Vendor: 1706 24818 GEN	Flaherty & Hood, P.A. GEN MUNI/REAL ESTATE MAR 2026	3,037.50	04/17/2026	Check Sequence: 24 201-46500-50304	ACH Enabled: False
24818 GEN	GEN MUNI/REAL ESTATE MAR 2026	2,020.00	04/17/2026	101-41610-50304	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	5,057.50			
Vendor: 1216	Gopher State One-Call, Inc.			Check Sequence: 25	ACH Enabled: False
6020645	FEB SHORT PAY CORRECTION	0.30	04/17/2026	615-49550-50300	
6030645	80 BILLABLE LOCATES	36.00	04/17/2026	602-49450-50300	
6030645	80 BILLABLE LOCATES	36.00	04/17/2026	615-49550-50300	
6030645	80 BILLABLE LOCATES	36.00	04/17/2026	612-49700-50300	
	Check Total:	108.30			
Vendor: 1237	Hasser Garage Doors			Check Sequence: 26	ACH Enabled: False
27273	TORSION SPRINGS	1,125.00	04/17/2026	101-43000-50401	
	Check Total:	1,125.00			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 27	ACH Enabled: False
7390314	Wastewater Chemicals	10.00	04/17/2026	602-49450-50272	
	Check Total:	10.00			
Vendor: 1998	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY			Check Sequence: 28	ACH Enabled: False
100001804983	Invoicing Period 05/26/26-06/25/26	1,849.78	04/17/2026	101-41420-50244	
	Check Total:	1,849.78			
Vendor: 1249	Mitchell Holmes			Check Sequence: 29	ACH Enabled: False
1188	ANNUAL COMP SERV/AIR Q TEST	1,457.08	04/17/2026	101-42280-50401	
	Check Total:	1,457.08			
Vendor: 1263	Intoximeters, Inc.			Check Sequence: 30	ACH Enabled: False
812673	OPERATING SUPPLIES	870.00	04/17/2026	101-42110-50210	
	Check Total:	870.00			
Vendor: 2327	ISAAC FLORES LOPEZ			Check Sequence: 31	ACH Enabled: False
1221	FIRE HALL ROOF JOB 1553	99,900.00	04/17/2026	101-42280-50401	
	Check Total:	99,900.00			
Vendor: 1268	IUOE Local #49			Check Sequence: 32	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
APR 2026	PW APR 2026 UNION DUES	490.00	04/17/2026	101-00000-21708	
	Check Total:	490.00			
Vendor: 1736	Brian Johnson			Check Sequence: 33	ACH Enabled: False
0004255	PROFESSIONAL SERVICES	89.70	04/17/2026	609-48000-50300	
0004255	PROFESSIONAL SERVICES	89.70	04/17/2026	609-49750-50300	
0006576	PROFESSIONAL SERVICES	89.70	04/17/2026	609-48000-50300	
0006576	PROFESSIONAL SERVICES	89.70	04/17/2026	609-49750-50300	
	Check Total:	358.80			
Vendor: 1279	JOHNSON BROTHERS LIQUOR CO			Check Sequence: 34	ACH Enabled: False
1023402	LIQUOR	1,801.66	04/17/2026	609-49750-50251	
1023403	WINE	155.48	04/17/2026	609-49750-50253	
1023404	N/A SALES	49.84	04/17/2026	609-49750-50250	
1023405	LIQUOR	418.93	04/17/2026	609-49750-50251	
1023406	LIQUOR	4,313.54	04/17/2026	609-49750-50251	
1023407	N/A SALES	77.68	04/17/2026	609-49750-50250	
1023408	LIQUOR	2,598.72	04/17/2026	609-48000-50251	
1023409	LIQUOR	476.20	04/17/2026	609-48000-50251	
1023410	LIQUOR	772.36	04/17/2026	609-48000-50251	
1027863	LIQUOR	703.37	04/17/2026	609-49750-50251	
1027864	LIQUOR	169.68	04/17/2026	609-49750-50251	
1027865	WINE	1,498.40	04/17/2026	609-49750-50253	
1027866	N/A SALES	85.52	04/17/2026	609-49750-50250	
1027867	WINE	1,326.62	04/17/2026	609-49750-50253	
1027868	LIQUOR	453.68	04/17/2026	609-49750-50251	
1027869	LIQUOR	167.52	04/17/2026	609-48000-50251	
1027870	WINE	620.29	04/17/2026	609-48000-50253	
1027871	N/A SALES	41.84	04/17/2026	609-48000-50250	
1027872	WINE	1,259.05	04/17/2026	609-48000-50253	
1027873	LIQUOR	117.34	04/17/2026	609-48000-50251	
178454	LIQUOR CREDIT	-252.00	04/17/2026	609-49750-50251	
	Check Total:	16,855.72			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1281 5608	Jones Construction Services Inc PW Refuse 30 YD DUMPSTER	750.00	04/17/2026	Check Sequence: 35 101-43000-50387	ACH Enabled: False
	Check Total:	750.00			
Vendor: 1891 14047	Kirvida Fire, Inc. Engine # 4303 R/M	2,007.24	04/17/2026	Check Sequence: 36 101-42280-50404	ACH Enabled: False
14048	Engine # 4301 R/M	2,007.23	04/17/2026	101-42280-50404	
14049	Engine # 4302 R/M	2,020.44	04/17/2026	101-42280-50404	
14050	Ladder # 4304 R/M	375.00	04/17/2026	101-42280-50404	
	Check Total:	6,409.91			
Vendor: 2229 INV953113	Kurita America Inc. Water R&M Equip	1,750.00	04/17/2026	Check Sequence: 37 615-49550-50404	ACH Enabled: False
	Check Total:	1,750.00			
Vendor: 1685 002619	Lakes Brewing Company BEER	133.00	04/17/2026	Check Sequence: 38 609-49750-50252	ACH Enabled: False
	Check Total:	133.00			
Vendor: 1308 APR 2026	LegalShield APRIL PAYROLL WITHHOLDING	46.85	04/17/2026	Check Sequence: 39 101-00000-21712	ACH Enabled: False
	Check Total:	46.85			
Vendor: 1580 PS-INV103128	Loess Hills Holdings Inc WasteWater Lift Station R/M	988.68	04/17/2026	Check Sequence: 40 602-49450-50404	ACH Enabled: False
PS-INV103138	WasteWater Lift Station R/M	600.00	04/17/2026	602-49450-50404	
S43130	2026 BOBCAT UW56	71,497.00	04/17/2026	701-70100-50580	
	Check Total:	73,085.68			
Vendor: 1176 15009055062	M Health Fairview VISIT 15009055062 ON 2/17/2026	116.00	04/17/2026	Check Sequence: 41 101-43000-50406	ACH Enabled: False
15009143360	VISIT 15009143360 ON 3/31/2026	594.45	04/17/2026	101-42110-50314	
	Check Total:	710.45			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1327 P65402	MACQUEEN EQUIPMENT INC. FITNESS TEST	45.00	04/17/2026	Check Sequence: 42 101-42280-50314	ACH Enabled: False
	Check Total:	45.00			
Vendor: 1643 854276 854299 854432 854432 854432 854432 854435 854435 854435 855311 855311 855315 855317 855333 855334 855334 855334 8740883	McDonald Distributing LIQUOR BEER CREDIT N/A SALES BEER THC LIQUOR BEER THC N/A SALES LIQUOR BEER LIQUOR CREDIT BEER CREDIT LIQUOR BEER THC N/A SALES BEER CREDIT	142.80 -101.95 23.35 1,758.10 193.75 62.95 3,228.88 66.33 45.54 49.80 2,571.45 -20.40 -11.40 92.60 4,741.19 66.33 70.13 -19.00	04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026 04/17/2026	Check Sequence: 43 609-49750-50251 609-48000-50252 609-48000-50250 609-48000-50252 609-48000-50254 609-48000-50251 609-49750-50252 609-49750-50254 609-49750-50250 609-48000-50251 609-48000-50252 609-49750-50251 609-49750-50252 609-49750-50251 609-49750-50252 609-49750-50254 609-49750-50250 609-48000-50252	ACH Enabled: False
	Check Total:	12,960.45			
Vendor: 1376 68520 68846	MMUA 2026 GEN SCHOOL X 3 Q1 DRUG/ALCOHOL TESTING	1,755.00 200.00	04/17/2026 04/17/2026	Check Sequence: 44 620-49600-50332 101-41430-50314	ACH Enabled: False
	Check Total:	1,955.00			
Vendor: 1341 49340	MOBILE HEALTH SERVICES, LLC FD MEDICAL EXAMS	1,550.00	04/17/2026	Check Sequence: 45 101-42280-50314	ACH Enabled: False
	Check Total:	1,550.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1423	N.B. Area Public Schools-Fuel			Check Sequence: 46	ACH Enabled: False
2026-098	MOTOR FUELS - MAVERICK	39.74	04/17/2026	101-41940-50212	
2026-098	MOTOR FUELS - PW	749.50	04/17/2026	101-43000-50212	
2026-098	MOTOR FUELS - BLDG	140.49	04/17/2026	101-42400-50212	
2026-098	MOTOR FUELS - GEN	50.99	04/17/2026	620-49600-50212	
2026-098	MOTOR FUELS - PD	3,067.18	04/17/2026	101-42110-50212	
2026-098	MOTOR FUELS - WATER	215.92	04/17/2026	615-49550-50212	
2026-098	MOTOR FUELS - FD	653.90	04/17/2026	101-42280-50212	
2026-098	MOTOR FUELS - WW	379.03	04/17/2026	602-49450-50212	
	Check Total:	5,296.75			
Vendor: 1449	Nuss Truck & Equipment			Check Sequence: 47	ACH Enabled: False
PSO283608-1	PW PlowTruck Subscripton	5,890.00	04/17/2026	101-43000-50433	
	Check Total:	5,890.00			
Vendor: 1763	OFFICE OF MNIT SERVICES-ACCOUNTS RECEIVABLE			Check Sequence: 48	ACH Enabled: False
DV26030452	WAN SERVICES - MONTHLY	1,150.00	04/17/2026	101-41420-50243	
	Check Total:	1,150.00			
Vendor: 1451	Old Dominion Brush			Check Sequence: 49	ACH Enabled: False
9859794	R&M Equip Leaf Truck	4,333.18	04/17/2026	612-49700-50404	
	Check Total:	4,333.18			
Vendor: 2293	On-Line Retrievers			Check Sequence: 50	ACH Enabled: False
MAR 2026	MARCH 2026 ANIMAL CONTROL	400.00	04/17/2026	101-42700-50310	
	Check Total:	400.00			
Vendor: 1465	Paustis Wine Company			Check Sequence: 51	ACH Enabled: False
291150	WINE	502.00	04/17/2026	609-49750-50253	
291151	WINE	517.00	04/17/2026	609-48000-50253	
	Check Total:	1,019.00			
Vendor: 1367	PDCM/SCSU-RANGE			Check Sequence: 52	ACH Enabled: False
337900-12678	EVOC/PIT Refresher Hybrid	535.00	04/17/2026	101-42110-50332	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
337900-12693	EVOC/PIT Refresher Hybrid	535.00	04/17/2026	101-42110-50332	
	Check Total:	1,070.00			
Vendor: 1474	PHILLIPS WINE & SPIRITS, INC			Check Sequence: 53	ACH Enabled: False
5151587	LIQUOR	740.50	04/17/2026	609-49750-50251	
5151588	LIQUOR	234.68	04/17/2026	609-48000-50251	
5154975	LIQUOR	894.08	04/17/2026	609-49750-50251	
5154976	WINE	779.28	04/17/2026	609-49750-50253	
5154977	N/A SALES	91.51	04/17/2026	609-49750-50250	
5154978	WINE	488.80	04/17/2026	609-48000-50253	
577271	WINE CREDIT	-198.40	04/17/2026	609-49750-50253	
	Check Total:	3,030.45			
Vendor: 1884	SUSO 4 North Branch, LP Pine Tree Commercial Realty			Check Sequence: 54	ACH Enabled: False
	STORE 2 RENT MAY 2026	6,574.33	04/17/2026	609-48000-50412	
	Check Total:	6,574.33			
Vendor: 1484	Premium Waters Inc.			Check Sequence: 55	ACH Enabled: False
855536-03-26	OPERATING SUPPLIES	28.90	04/17/2026	609-49750-50210	
	Check Total:	28.90			
Vendor: 2232	Pryes Brewing Company LLC			Check Sequence: 56	ACH Enabled: False
W-118519	BEER	120.00	04/17/2026	609-49750-50252	
W-119551	BEER	115.00	04/17/2026	609-48000-50252	
	Check Total:	235.00			
Vendor: 2245	Pye-Barker Fire & Safety, LLC			Check Sequence: 57	ACH Enabled: False
IVN00370940	INSPECTIONS/REPAIR/MAINT	327.87	04/17/2026	620-49600-50401	
IVN00370940	INSPECTIONS/REPAIR/MAINT	327.88	04/17/2026	602-49450-50401	
	Check Total:	655.75			
Vendor: 2068	QUALITY LOCKSMITH, INC.			Check Sequence: 58	ACH Enabled: False
QLS32492	Generation Building R/M	4,690.62	04/17/2026	620-49600-50401	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,690.62			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 59	ACH Enabled: False
B021820	Waste Water Lab Testing	130.20	04/17/2026	602-49450-50315	
B021894	Water Lab Testing	105.00	04/17/2026	615-49550-50315	
B022010	Waste Water Lab Testing	151.20	04/17/2026	602-49450-50315	
D087088	Waste Water Lab Testing	151.20	04/17/2026	602-49450-50315	
	Check Total:	537.60			
Vendor: 1855	SAFETYFIRST SPECIALTY CONTRACTING, INC			Check Sequence: 60	ACH Enabled: False
10256	HARDER PARK R/M PARK	11,208.78	04/17/2026	101-45000-50400	
	Check Total:	11,208.78			
Vendor: 1534	SOUTHERN GLAZERS WINE & SPIRITS OF MINNESOTA			Check Sequence: 61	ACH Enabled: False
2741709	WINE	305.71	04/17/2026	609-48000-50253	
2742111	LIQUOR	440.93	04/17/2026	609-49750-50251	
2742112	WINE	457.98	04/17/2026	609-49750-50253	
2744207	LIQUOR	1,917.19	04/17/2026	609-48000-50251	
2744207	WINE	701.70	04/17/2026	609-48000-50253	
2744702	LIQUOR	3,075.72	04/17/2026	609-49750-50251	
2744703	WINE	766.80	04/17/2026	609-49750-50253	
	Check Total:	7,666.03			
Vendor: 1550	STREICHERS			Check Sequence: 62	ACH Enabled: False
1818820	LL GEAR - DJ	5,399.00	04/17/2026	101-42110-50201	
1820017	UNIFORM - JS	95.98	04/17/2026	101-42110-50237	
	Check Total:	5,494.98			
Vendor: 2093	Thein Well Company, Inc.			Check Sequence: 63	ACH Enabled: False
9979	ANNUAL INSPECTION	660.00	04/17/2026	615-49550-50300	
	Check Total:	660.00			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 64	ACH Enabled: False
3884983	N/A SALES	224.85	04/17/2026	609-49750-50250	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3884984	N/A SALES	132.60	04/17/2026	609-48000-50250	
3902428	N/A SALES CREDIT	-34.50	04/17/2026	609-49750-50250	
3902431	N/A SALES	241.25	04/17/2026	609-49750-50250	
	Check Total:	564.20			
Vendor: 1601	VINOCOPIA, Inc.			Check Sequence: 65	ACH Enabled: False
0392207-IN	LIQUOR	423.00	04/17/2026	609-49750-50251	
0392207-IN	WINE	91.75	04/17/2026	609-49750-50253	
0392208-IN	WINE	199.50	04/17/2026	609-48000-50253	
	Check Total:	714.25			
Vendor: 2182	WESTERN STATES ENVELOPE COMPANY			Check Sequence: 66	ACH Enabled: False
372604	UB ENVELOPES	132.77	04/17/2026	602-49450-50210	
372604	UB ENVELOPES	132.76	04/17/2026	612-49700-50210	
372604	UB ENVELOPES	132.77	04/17/2026	615-49550-50210	
	Check Total:	398.30			
Vendor: 1622	WINE MERCHANTS			Check Sequence: 67	ACH Enabled: False
7559531	WINE	317.52	04/17/2026	609-48000-50253	
7560313	WINE	279.68	04/17/2026	609-49750-50253	
7560314	WINE	411.98	04/17/2026	609-48000-50253	
7560315	WINE	0.31	04/17/2026	609-48000-50253	
	Check Total:	1,009.49			
Vendor: 1637	Ziegler Cat			Check Sequence: 68	ACH Enabled: False
IN002373378	Generation Equip R&M	149.76	04/17/2026	620-49600-50404	
	Check Total:	149.76			
	Total for Check Run:	375,002.75			
	Total of Number of Checks:	68			

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 4/17/2026 2:33 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
6115	1365	Minnesota Energy Resources	04/02/2026	4,618.63
6116	1592	US Postal Service	03/26/2026	1,194.80
6117	2096	Xpress Solutions Inc	03/06/2026	2,199.42
6118	1941	WEX, Inc.	03/26/2026	112.25
6119	1823	KS State Bank	03/24/2026	66,510.30
6120	1468	PERA (Payroll W/H)	04/10/2026	34,511.16
6121	1585	United States Treasury	04/10/2026	38,117.72
6122	1362	MINNESOTA REVENUE	04/10/2026	578.23
6123	1118	Commissioner Of Revenue (W/H)	04/10/2026	8,806.04
6124	1372	Minnesota State Retirement	04/10/2026	2,969.11
6125	2308	METROPOLITAN LIFE INSURANCE CC	04/13/2026	4,851.17
6126	1033	Associated Bank	03/13/2026	77.40
6127	1365	Minnesota Energy Resources	04/13/2026	4,654.50
6128	2146	Bremer Bank	03/17/2026	196.73
6129	2170	Pathpoint Merchant Services LLC	03/02/2026	2,179.17
6130	1362	MINNESOTA REVENUE	04/15/2026	27,389.00
6131	1630	XCEL Energy	04/16/2026	1,198.08
6132	1424	N.B. Fire Relief Association	04/10/2026	706.40
6133	2170	Pathpoint Merchant Services LLC	04/01/2026	2,000.63
6134	2096	Xpress Solutions Inc	04/07/2026	2,300.96
6135	1886	US Bank - Bond Pymts	04/16/2026	1,493,275.88
Report Total (21 checks):				1,698,447.58



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
WEDNESDAY, APRIL 8, 2026 @ 6:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

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

REGULAR MEETING

Wednesday, April 8, 2026

1. CALL TO ORDER

Mayor Kevin Schieber called the City Council First Monthly Meeting to order at 6:00 PM

2. PLEDGE OF ALLEGIANCE

Mayor Kevin Schieber led the Pledge of Allegiance.

3. ROLL CALL

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

Absent: Councilmember Patrick Meacham

Remote:

Others Present:

Notes:

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

RESULT: Passed

MOVER: Jim Ibinger

SECONDER: Robert Canada

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

ABSENT: Patrick Meacham

NOTES:

5. PRESENTATION & PROCLAMATION

a. Police Officer Awards & Recognition

INFO

Chief Dan Meyer presented the Police Officer Awards and Recognition. Four City of North Branch officers were recognized during the City Council Meeting.

Officer Kendra Rock (SRO) received the Letter of Commendation in recognition of her outstanding work and investigation initiated on December 10th. This investigation started with a welfare check of a young child. Officer Rock worked with school staff and Chisago County Child Protection, which led to a search warrant of a residence and the removal of several weapons, ammunition, and a ballistic vest from a prohibited individual. Officer Rock's diligence and professionalism reflect the highest standards of law enforcement, and her outstanding work made North Branch a safer community.

Officer Bryce Lind, Officer Kyle Miller, and Sgt. Rick Sapp received the Department Life Saving Medal. On 1/8/2026, officers were dispatched to a residence involving a 39-year-old in seizure and possibly choking. As officers arrived, an update was relayed that CPR was in progress. Officer Lind, Officer Miller, and Sgt. Sapp entered the home and took over life-saving efforts, including continuing CPR, applying an oral airway, and utilizing an AED. The patient regained a pulse and was handed over to the care of Lakes Region EMS staff, who had arrived on scene. The victim was transported by ambulance to the hospital and survived the medical emergency. The rapid response and the life-saving efforts from our officers saved this patient's life. We are proud of these officers and all of our officers for the job they do day in and day out.

6. PUBLIC COMMENT

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

7. CONSENT AGENDA

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

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

- | | |
|---|--------|
| a. Claims | ACTION |
| b. Approval of Minutes - Regular Council Meeting - March 25, 2026 - 6:00 PM | ACTION |
| c. Approval of Resolution R-299-2026 Approving the Reduction of Letter of Credit for Fox Run 2nd Addition | ACTION |
| d. Approval of Resolution R-304-2026 approving the Fairway Field Final Plat | ACTION |
| e. Approve Gambling LG220 Exempt Permit — NWTF Long Spurs of Sunrise River | ACTION |
| f. Approve Gambling LG220 Exempt Permit - NWTF Long Spurs of Sunrise River | ACTION |
| g. Approval of Mobile Food Truck License - Under the Hood Grill and Catering | ACTION |

- h. Approval of Application for Garbage Haulers License — Anderson Junk Removal, ACTION LLC
- i. Approval of Resolution R-313-2026 to apply for a DNR Local Trail Connections grant for Flink Ave Phase II Trail ACTION
- j. Receive Legal Report From City Attorney's Office VERBAL UPDATE
- k. Approval of contract for services provided by the Chisago County Senior Community Center in North Branch ACTION

8. PUBLIC HEARINGS

- a. Public Hearing Regarding a Police Department Automated License Plate Reader (ALPR) Policy and a Contract with Flock Safety for the Installation of Seven License Plate Reader Cameras Within the City. INFO

Police Chief Dan Meyer presented the Public Hearing regarding a Police Department Automated License Plate Reader (ALPR) Policy and a Contract with Flock Safety for the Installation of Seven License Plate Reader Cameras within the City.

At the March 11, 2026, City Council meeting, the Council discussed a potential partnership with Flock Safety for the installation of Automated License Plate Reader (ALPR) cameras at strategic entry points throughout the City. Notice of the public hearing was properly posted in the City's official newspaper, at City Hall, and on the City's website and social media platforms.

What Flock ALPR Cameras do:

- Capture still images of vehicle license plates
- Compare plate data against national, state, and local law enforcement databases
- Notify on-duty officers of "hits," including:
 - Stolen vehicles
 - Missing persons
 - AMBER Alerts
 - Vehicles associated with criminal activity
- Allow officers to search for historical data only in support of active criminal investigations, with all searches requiring a legitimate, documented purpose.

What Flock APLR Cameras do not do:

- Do not capture video
- Do not record vehicle speeds
- Do not capture images of people or faces
- Do not use facial recognition technology
- Do not assist with parking or traffic enforcement

State Statutes and Policy Requirements (MN Statute 13.824)

- ALPR systems may not be used to monitor or track individuals in an active investigation without a warrant, unless exigent circumstances exist.
- Data not tied to an active investigation must be destroyed within 60 days (Flock defaults to 30 days).
- All collected data is owned and controlled by the City of North Branch Police Department.
- Data sharing with other agencies is at the City's discretion; Flock Safety cannot sell or share data without authorization.
- Agencies must maintain public transparency, including:

- Camera locations (current and past)
- Dates of active use
- Total plate reads
- Number of “hits”
- Databases used for comparison
- Officers must verify alerts through the CJIS system before taking enforcement action.
- Agencies must undergo independent audits to ensure:
 - Proper data classification
 - Appropriate usage
 - Compliance with retention/destruction requirements
 - Adherence to state law
- ALPR use is strictly prohibited for:
 - Harassment or intimidation
 - Enforcement based solely on protected classes
 - Immigration enforcement
 - Personal use

Flock Safety is a Minnesota BCA “screened-in” vendor, meaning it has been vetted and complies with FBI CJIS Security Policy standards.

Cost and Funding

The City received a proposal for a three-year contract with Flock Safety that includes:

- Seven ALPR cameras installed at key entry points.
- Cost per camera: \$3,000 annually
- Total annual cost: \$21,000
- Total Cost of three-year contract: \$63,000
- Installation fees: Waived by Flock Safety if approved

Optional Add-On: Traffic Analytics Module

- Annual cost: \$2,500
- Provides anonymized traffic data (no license plate information retained)
- Tracks vehicle counts, patterns, and trends over time
- Useful for public works, engineering, and safety planning
- Retains aggregated data for up to five years

Funding Source

The City received a one-time Public Safety Aid appropriation in 2023. Remaining funds from this allocation are eligible and available to support this project.

Mayor Kevin Schieber opened up the Public Hearing at 6:14 PM.

Shane Moore, Tessa Tschida, Brian Odonnell, Arthur Rupp, and Tom Buck spoke at the Public Hearing.

A couple of residents raised concerns about potential vulnerabilities and past data breaches, while Kristen McLeod from Flock Safety responded by outlining the company’s security measures and protections. Council members and the public focus heavily on data privacy, questioning how long data is stored, who can access it, and the risk of misuse—especially by federal agencies. City officials clarified that the city would own the data and control access, with Flock’s role limited to customer support.

Concerns also extend to broader issues like law enforcement data sharing and the potential for widespread

tracking. While some highlight benefits—such as aiding in child abduction cases and cross-agency collaboration—others worry about a “slippery slope” of surveillance and insufficient legal safeguards.

Cost and logistics are briefly discussed, including whether subscribing to existing data networks might be more efficient than installing new cameras.

Ultimately, due to unresolved concerns about privacy, transparency, and policy details, the council voted to table the decision until the next meeting to gather more information.

Mayor Kevin Schieber closed the Public Hearing at 7:18 PM.

9. STAFF REPORTS

- a. Consider Approval of Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader (ALPR) Policy **ACTION**

Police Chief Dan Meyer presented the approval of Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader (ALPR) Policy.

Motion to table the approval of Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader Approving a Three-Year Contract with Flock Safety for Seven License Plate Reader Cameras within the City Limits until the City of North Branch City Council Meeting on April 22nd at 6 PM.

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

- b. Consider Approval of Resolution R-312-2026 Approving a Three-Year Contract with Flock Safety for Seven License Plate Reader Cameras within the City Limits **ACTION**

Police Chief Dan Meyer presented the approval of Resolution R-312-2026 Approving a Three-Year Contract with Flock Safety for Seven License Plate Reader Cameras within the City Limits.

Motion to table the approval of Resolution R-312-2026 Approving a Three-Year Contract with Flock Safety for Seven License Plate Reader Cameras within the City Limits until the City of North Branch City Council Meeting on April 22nd at 6 PM.

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

- c. Finance Update **INFO**

Finance Director Sharon Wright gave the City of North Branch Finance Update.

The City remains in a strong financial position with stable operations, solid liquidity, and consistent investment performance.

- Operating Cash: Approximately \$6.6 million is held in checking and money market accounts.
- Target Balance: \$6.0 million, which provides sufficient liquidity while minimizing the risk of penalties associated with large invoices or pay applications.
- Variance: The February cash balance remains within the target; however, we have some large items anticipated in mid-April.

In addition to cash, the City holds \$17.3 million in diversified investments, including U.S. Agencies, Treasuries, Certificates of Deposit, and Bonds.

- The portfolio earned an average rate of 3.93% in January, generating approximately \$50,000 in monthly interest income.
- Returns remain consistent with current market conditions, with 2-year government securities yielding around 3.8%.

Overall, the investment strategy continues to emphasize safety, liquidity, and stable returns.

The Liquor Store Fund reflects a stable start to the new year. While revenue continued in a downward trend compared to the prior year, the net income percentage is still 18.03%.

- Revenue: holding steady at 98.47% of the 3-year average.
- Expenses: Decreased \$112,415 compared to the prior year.
- Net Income Before Transfers: \$94,253 profit.

The improved performance is largely attributable to improved purchasing practices.

General Financial Update

- Technology Department: Approximately 44% of the annual budget spent, which is typical due to annual software licenses that renew each year on January 1, as well as one- time purchases of computer equipment at the beginning of the year.
- Department Expenditures: Department expenditures are better aligned with the prior year and the current budget in February.
- EDA Fund: Continues to show a negative net position, which is expected as its primary revenue source—property taxes—is not received until July.
- Generation Fund: When the current expenses are extrapolated for the year, it results in a negative net income. This will be offset by interest earnings, and the true expenses that occur will be monitored to keep this amount in line with the actual revenue received.

All other funds remain stable.

Overall Financial Position

- Liquidity remains strong with stable revenues and disciplined expense management.
- Investment earnings continue to provide steady supplemental funding.
- Liquor Store operations continue to show strong financial performance.

- d. Consider Approval of Ordinance No.409-26 amending North Branch City Code, ACTION
Chapter 18: Businesses, Article XII: Cannabis Regulation

Council member Robert Canada presented the Approval of Ordinance No. 409-26, amending the North Branch City Code, Chapter 18: Businesses, Article XII: Cannabis Regulation.

On October 28, 2025, (tabled from the October 14 meeting) the City Council discussed and approved a license application for a cannabis retail establishment at the regular Council meeting. During the deliberation of this license, several questions were raised regarding the clarity and/or application of certain provisions within City Ordinance No. 381-24, which governs the zoning and operational location of cannabis businesses.

As a condition of the discussion and subsequent approval, the City Council directed staff to place the review of City Ordinance No. 381-24 on a future Council agenda for a dedicated discussion, including clarity on Buffer Zones: Potential ambiguity in the measurement or application of distance requirements from sensitive uses (e.g., schools, parks, and daycare facilities).

At the January 27, 2026, City Council meeting, the consensus of the Council was to have Council Member Canada bring some recommended changes for review at a future meeting.

Member Canada brought some ideas back to the City Council on March 25, 2026. Consensus was for Canada to bring back to Council with some areas of change, which may include adjustments to hours and buffer zones. After discussion with Member Canada, he decided to present an ordinance amendment with the addition of a buffer zone of 500 feet from city parks, and not to request any changes to hours of operation.

Motion to approve Ordinance No. 409-26 amending the North Branch City Code, Chapter 18: Businesses, Article XII: Cannabis Regulation.

RESULT: Failed
MOVER: Robert Canada
SECONDER: None
AYES: Robert Canada
ABSENT: Patrick Meacham
NAYS: Kevin Schieber, Jim Ibinger, Jeff Goulet

10. MAYOR/CITY COUNCIL

Mayor Kevin Schieber mentioned that the Comp Plan Review is on Wednesday, April 15th at 6 PM. On Thursday, April 16th at 6 PM, is the Local Board of Appeal and Equalization. Both will be located at the North Branch City Hall.

11. ADJOURNMENT

The City of North Branch City Council meeting was adjourned at 8:04 PM.

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

NOTES:



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/14/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - Kwik Trip Store 931

Background Information:

Kwik Trip Store #931 has applied for a Cannabis Retail Registration Application for a Lower-Potency Hemp Edible Retailer located at 6849 Saint Croix Trail, North Branch, MN 55056. The organization has applied for a license, along with paying the appropriate fee.

Requested Action:

Approve the Lower-Potency Hemp Edible Retailer for Kwik Trip Store #931.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

Cannabis Retail Registration Application

TODAY'S DATE 4/7/2026Application Type: ☒ Initial Registration ☐ Renewal Registration**Cannabis License Information:**

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

☐ Microbusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal☐ Mezzobusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal☒ Lower-Potency Hemp Edible Retailer - \$125 Annual Registration Fee☐ Cannabis Retailer- \$500 Initial Registration Fee, \$1,000 Annual Renewal☐ Medical Cannabis Combination Business - \$500 Initial Registration Fee, \$1,000 Annual Renewal**Retail Location Information:**Parcel number of property where the retail business will be located 110042201Address of Retail Location Kwik Trip #931, 6849 Saint Croix TrailCity North Branch State MN Zip Code 55056**Applicant Information:**Applicant's Full Name Scott Paul Zietlow (President/Owner Kwik Trip, Inc.)Applicant's Address 1301 7th St. SWCity Rochester State MN Zip Code 55902

Phone # _____ Email Address _____

Are you the owner of the property where the retail business will be located? ☒ Yes ☐ No
If no, property owner information below is required.**Property Owner Information:** *If different than applicant information*Property Owner's Full Name Kwik Trip, Inc.Owner's Address 1626 Oak St., PO BOX 2107City La Crosse State WI Zip Code 54602

Phone # _____ Email Address _____

City of North Branch - 6408 Elm Street, North Branch, MN 55056

Minnesota cannabis or lower potency business license
number: LPDIS-L25-001053-75

Prior to registration being issued, every application shall be submitted with(Except low hemp) :

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

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

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

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



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/14/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - Kwik Trip Store 930

Background Information:

Kwik Trip Store #930 has applied for a Cannabis Retail Registration Application for a Lower-Potency Hemp Edible Retailer located at 5435 Saint Croix Trail, North Branch, MN 55056. The organization has applied for a license, along with paying the appropriate fee.

Requested Action:

Approve the Lower-Potency Hemp Edible Retailer for Kwik Trip Store #930.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

Cannabis Retail Registration Application

TODAY'S DATE 4/7/2026Application Type: ☒ Initial Registration ☐ Renewal Registration**Cannabis License Information:**

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

☐ Microbusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal☐ Cannabis Retailer- \$500 Initial Registration Fee, \$1,000 Annual Renewal☐ Mezzobusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal☒ Lower-Potency Hemp Edible Retailer - \$125 Annual Registration Fee☐ Medical Cannabis Combination Business - \$500 Initial Registration Fee, \$1,000 Annual Renewal**Retail Location Information:**Parcel number of property where the retail business will be located 110098363Address of Retail Location Kwik Trip #930, 5435 Saint Croix TrailCity North BranchState MNZip Code 55056**Applicant Information:**Applicant's Full Name Scott Paul Zietlow (President/Owner Kwik Trip, Inc.)Applicant's Address 1301 7th St. SWCity RochesterState MNZip Code 55902

Phone # _____

Email Address _____

Are you the owner of the property where the retail business will be located? ☒ Yes ☐ No*If no, property owner information below is required.***Property Owner Information:** *If different than applicant information*Property Owner's Full Name Kwik Trip, Inc.Owner's Address 1626 Oak St., PO BOX 2107City La CrosseState WIZip Code 54602

Phone # _____

Email Address _____

City of North Branch - 6408 Elm Street, North Branch, MN 55056

Minnesota cannabis or lower potency business license
number: LPDIS-L25-001053-91

Prior to registration being issued, every application shall be submitted with(Except low hemp) :

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

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

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

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



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/06/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration — Low Potency Hemp Retailer - North Branch Smoke Shop

Background Information:

Downtown Smoke Shop Inc., DBA, North Branch Smoke Shop, has applied for a Cannabis Retail Registration Application for a Lower-Potency Hemp Edible Retailer located at 5842 Old Main Street #7, North Branch, MN 55056. The organization has applied for a license, along with paying the appropriate fee.

Requested Action:

Approve the Lower-Potency Hemp Edible Retailer for Downtown Smoke Shop Inc., DBA: North Branch Smoke Shop.

Voting Requirements:

Voting Options Simple Majority



Cannabis Retail Registration Application

NORTH BRANCH

TODAY'S DATE 03/31/2026

Application Type: ☒ Initial Registration ☐ Renewal Registration

Cannabis License Information:

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

☐ Microbusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal

☐ Cannabis Retailer- \$500 Initial Registration Fee, \$1,000 Annual Renewal

☐ Mezzobusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal

☐ Medical Cannabis Combination Business - \$500 Initial Registration Fee, \$1,000 Annual Renewal

☒ Lower-Potency Hemp Edible Retailer - \$125 Annual Registration Fee

Retail Location Information:

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

Address of Retail Location 5842 Old Main St #7

City North Branch State MN Zip Code 55056

Applicant Information:

Applicant's Full Name Downtown Smoke Shop Inc DbA; North Branch Smoke Shop

Applicant's Address 5842 Old Main St #7

City North Branch State MN Zip Code 55056

Phone # _____ Email Address northbranchsmokeshop@gmail.com

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

If no, property owner information below is required.

Property Owner Information: *If different than applicant information*

Property Owner's Full Name WLK Holdings LLC "Bill"

Owner's Address 1905 Trillium Way

City Hudson State WI Zip Code 54016

Phone # _____ Email Address unknown

Minnesota cannabis or lower potency business license
number: LPD15-L25-001410-07

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

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

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

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

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



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/06/2026

Board & Commission: City Council

Subject: Approval of 30-day Transient Merchant License Group Sale for Custom Remodelers, Inc.

Background:

Custom Remodelers Inc. has completed an application for a 30-day Transient Merchant License Group Sale. Background checks on the users have been completed. Payment has been received. This license would be from May 1st to May 30th, 2026.

Group members are as follows and have all passed background checks.

Charles Kessel
Tyler Borkenhagen
Damien Richardson
Dale Bursell
Beau Waldron
Tyler Janckila
Schoot Jordan
Rayshon Trowbridge

Recommended Action:

Motion and second to approve the application for a 30-day Transient Merchant License Group Sale for Custom Remodelers Inc.

Voting Requirements:

Voting Options Simple Majority

CITY OF NORTH BRANCH

Application for Transient Merchant License Group Sale

SECTION 1 - INFORMATION ON SPONSOR, PROMOTER OR ORGANIZER

APPLICANT'S FULL LEGAL NAME (LAST, FIRST, MIDDLE)

Burham Naseem James

APPLICANT'S ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)

APPLICANT'S PHONE NUMBER

APPLICANT'S DRIVER'S LICENSE NUMBER

APPLICANT'S DATE OF BIRTH

APPLICANT'S SOCIAL SECURITY NUMBER

HAS APPLICANT EVER BEEN CONVICTED OF A VIOLATION OF ANY FEDERAL STATE OR CITY ORDINANCES OR LAWS? ☒ NO ☐ YES

IF SO LIST NATURE OF VIOLATION, DATE OF CONVICTION, AND NAME OF JURISDICTION INVOLVED.

SECTION 2 - INFORMATION ON COMPANY

COMPANY NAME (PERSON, FIRM, ASSOCIATION OR CORPORATION WHOSE MERCHANDISE IS BEING SOLD)

Custom Remodelers

COMPANY ADDRESS (STREET ADDRESS, CITY, STATE, ZIP) A PO BOX NUMBER IS NOT AN ACCEPTABLE ADDRESS

474 Apollo Dr Lincoln MN 55014

COMPANY PHONE NUMBER

MINNESOTA ID NUMBER

FEDERAL ID NUMBER

SECTION 3 - INFORMATION ON GOODS TO BE OFFERED

DESCRIPTION OF GOODS, WARES, MERCHANDISE, OR SERVICES BEING OFFERED BY TRANSIENT MERCHANTS

exterior remodeling estimates

DATES GOODS ARE BEING OFFERED

1 mo

AREA WHERE GOODS ARE BEING OFFERED

whole city

SECTION 4 - INFORMATION ON TRANSIENT MERCHANTS

NAME AND ADDRESS OF ALL TRANSIENT MERCHANTS PARTICIPATING IN GROUP SALE. ATTACH A SEPARATE SHEET IF MORE SPACE IS NEEDED **NOTE BACKGROUND CONSENT FORM MUST BE COMPLETED BY EACH TRANSIENT MERCHANT.

LICENSE APPLICANT:

Pursuant to Minnesota Statute 270.72 Tax Clearance: Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue upon their request. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. **DO NOT RETURN TO THE DEPARTMENT OF REVENUE.**

LICENSE BEING APPLIED FOR OR RENEWED: pedder/solitor

LICENSING AUTHORITY: City of North Branch, Chisago County, Minnesota

LICENSE RENEWAL DATE: _____

PERSONAL INFORMATION (If applicable):

Applicant's Name NOSPEM Burnham

Applicant's Address _____
City State Zip

Social Security Number: _____

BUSINESS INFORMATION (If applicable):

Business Name custom remodelers inc.

Business Address 474 Apollo Lino Lakes MN 55014
City State Zip

MINNESOTA TAX IDENTIFICATION NO: _____

FEDERAL TAX IDENTIFICATION NO: _____

If a Minnesota Tax Identification number is not required, please explain on the reverse side.

m 3 canvas mmm 04/07/2026
Signature Position (Officer, Partner, etc.) Date



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/14/2026

Board & Commission: City Council

Subject: Approve Transient Merchant License - NBBA Community Ball

Background Information:

North Branch Ball Association Community Ball will be selling non alcoholic beverages, water, soda, Gatorade, snacks, sunflower seeds, chips, candy, and ice cream at the Harder Park Pavilion during the dates of 05/26-08/26 during games. The organization has submitted the application for a Transient Merchant License along with appropriate fees and accompanying documents. All the documents are in order, and the background check has been completed successfully.

Requested City Council Action:

Approve the Transient Merchant License for NBBA Community Ball for the dates of 05/26-08/26 at the Harder Park Pavilion.

Voting Requirements:

Voting Options Simple Majority

CITY OF NORTH BRANCH

Application for Transient Merchant License

****IF YOU HAVE MULTIPLE EMPLOYEES GOING DOOR TO DOOR, EACH INDIVIDUAL MUST COMPLETE SECTION 1. ADDITIONAL SPACE IS PROVIDED ON BACK****

SECTION 1 - INFORMATION ON APPLICANT

APPLICANT'S FULL LEGAL NAME (LAST, FIRST, MIDDLE)

Bajer, Matthew Jerome

APPLICANT'S ADDRESS (STREET ADDRESS, CITY, STATE, ZIP)

APPLICANT'S PHONE NUMBER

APPLICANT'S DRIVER'S LICENSE NUMBER

APPLICANT'S DATE OF BIRTH

APPLICANT'S SOCIAL SECURITY NUMBER

HAS APPLICANT EVER BEEN CONVICTED OF A VIOLATION OF ANY FEDERAL STATE OR CITY ORDINANCES OR LAWS? ☐ YES ☒ NO
IF SO LIST NATURE OF VIOLATION, DATE OF CONVICTION, AND NAME OF JURISDICTION INVOLVED.

SECTION 2 - INFORMATION ON COMPANY

COMPANY NAME (PERSON, FIRM, ASSOCIATION OR CORPORATION WHOSE MERCHANDISE IS BEING SOLD)

North Branch Ball Association Community ball

COMPANY ADDRESS (STREET ADDRESS, CITY, STATE, ZIP) A PO BOX NUMBER IS NOT AN ACCEPTABLE ADDRESS

7280 376th St. North Branch MN 55056

COMPANY PHONE NUMBER

MINNESOTA ID NUMBER

FEDERAL ID NUMBER

651-895-7862

SECTION 3 - INFORMATION ON GOODS TO BE OFFERED

DESCRIPTION OF GOODS, WARES, MERCHANDISE, OR SERVICES BEING OFFERED BY TRANSIENT MERCHANT

non alcoholic beverages, water, soda, Gatorade

Snacks non-purchasable. Sunflower seeds, chips, candy, Ice Cream

DATES GOODS ARE BEING OFFERED

AREA WHERE GOODS ARE BEING OFFERED

05/2026 - 08/2026

Harder Park Pavilion

I certify that the information given herein is true and complete to the best of my knowledge. I authorize the City of North Branch to do a criminal background investigation as may be necessary in issuance of a Transient Merchant License.

Matthew Bajer
SIGNATURE OF APPLICANT

4/8/26
DATE

FOR OFFICE USE ONLY

BACKGROUND CHECK COMPLETED BY _____

DATE OF INVESTIGATION _____

RECOMMEND ☐ APPROVAL OR ☐ DENIAL

☐ APPROVED OR ☐ DENIED BY CITY COUNCIL

DATE OF COUNCIL ACTION _____

Transient Merchant License Applicants

Notice to all License Applicants:

Attached is:

- The North Branch City Code on Peddlers, Solicitors and Transient Merchants.
- Transient Merchant License Application

The license is good for a 30-day period. The license fee is \$78.

The North Branch Police Department will conduct a background investigation on all solicitors. If more than one individual will be going door-to-door you must request a Transient Merchant License Group Sale application

License applications must be approved by the North Branch City Council before you can begin going door-to-door. You must be in possession of the approved licensed signed by the City prior to going door-to-door.

LICENSE APPLICANT:

Pursuant to Minnesota Statute 270.72 Tax Clearance: Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the social security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties or interest;
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue upon their request. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service;
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. **DO NOT RETURN TO THE DEPARTMENT OF REVENUE.**

LICENSE BEING APPLIED FOR OR RENEWED: Transient Merchant

LICENSING AUTHORITY: City of North Branch, Chisago County, Minnesota

LICENSE RENEWAL DATE: _____

PERSONAL INFORMATION (If applicable):

Applicant's Name Math Bajer

Applicant's Address _____
City State Zip

Social Security Number: _____

BUSINESS INFORMATION (If applicable):

Business Name NBBA Community ball

Business Address _____
City State Zip

MINNESOTA TAX IDENTIFICATION NO: _____

FEDERAL TAX IDENTIFICATION NO: _____

If a Minnesota Tax Identification number is not required, please explain on the reverse side.

Math Bajer Director 4/8/26
Signature Position (Officer, Partner, etc.) Date



NORTH BRANCH

CONSENT FOR THE RELEASE OF INFORMATION FOR TRANSIENT MERCHANT APPLICATIONS

The individual(s) signing below authorizes the release of information to the City of North Branch the following information for the purpose of doing a background check on the applicant for Transient Merchant Licenses.

The individual(s) signing below understands that their records under state and federal privacy regulations are private and cannot be disclosed without my written consent unless otherwise provided by law.

The individual(s) signing below may cancel this consent at any time prior to the information being released and that in any event this consent form expires ninety days after signing.

FULL NAME(PRINTED)

DATE OF BIRTH

Math Bejer

SIGNATURE (authorizing release)

DRIVERS LICENSE NUMBER

[Handwritten signature]

FULL NAME (PRINTED)

DATE OF BIRTH

SIGNATURE (authorizing release)

DRIVERS LICENSE NUMBER

DATE SIGNED

4/8/26

I certify that the information given herein is true and complete to the best of my knowledge. I authorize the City of North Branch to do a criminal background investigation as may be necessary in issuance of a Transient Merchant License.

Moss M
SIGNATURE OF APPLICANT

4/18/28
DATE

FOR OFFICE USE ONLY

BACKGROUND CHECK COMPLETED BY _____

DATE OF INVESTIGATION _____

RECOMMEND ☐ APPROVAL OR ☐ DENIAL

☐ APPROVED OR ☐ DENIED BY CITY COUNCIL

DATE OF COUNCIL ACTION _____



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/14/2026

Board & Commission: City Council

Subject: Approve Application for 4-day Temporary On-Sale Liquor License - North Branch American Legion Post 85 - Midsummer Days

Background:

The North Branch American Legion Post 85 has applied for a permit for a 4-day temporary on-sale liquor license for Midsummer Days, which will be held on June 18th, 19th, 20th, and 21st. Once the City Council approves this, it will be sent to the Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division to supply the permit. The address where this will be taking place is 6439 Elm Street, North Branch, MN 55056.

Staff Recommendations:

Staff recommends the council approve the application for submission to the Alcohol and Gambling Enforcement Division.

Voting Requirements:

Voting Options Simple Majority



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization North Branch American Legion Post 85		Date of organization 1925	Tax exempt number (9417703)
Organization Address (No PO Boxes) 6439 Elm St	City North Branch	State Minnesota	Zip Code 55056
Name of person making application Carene Johnson	Business phone		Home phone
Date(s) of event June 18, 19, 20, 21	Type of organization ☐ Microdistillery ☐ Small Brewer ☒ Club ☒ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name Paul Johnson	City North Branch	State Minnesota	Zip Code 55056
Organization officer's name Keith R Hals	City North Branch	State Minnesota	Zip Code 55056
Organization officer's name	City	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.

Parking lot on west side of legion - with tent and fenced in.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Illinois Casualty

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Event in conjunction with a community festival ☐ Yes ☐ No	City or County E-mail Address
Current population of city	

Please Print Name of City Clerk or County Official

Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event

No Temp Applications faxed or mailed. Only emailed.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/14/2026

Board & Commission: City Council

Subject: Approval of Special Event Permit — North Branch American Legion Midsummer Days

Background Information:

The North Branch American Legion Post 85 is requesting approval of a special event permit for their annual Midsummer Days celebration. The Midsummer Days event is scheduled to take place from June 17th to June 21st, 2026, and will include 3 street dances, 2 parades, a Carnival, and Kids Olympics located at Riverwalk Park. The carnival is proposed to be located in Central Park, with setup beginning on Monday, June 15th, 2026, and clean up on Monday, June 22nd, 2026.

Requested Action:

To recommend approval of the North Branch American Legion's Midsummer Days special event permit application.

Voting Requirements:

Voting Options Simple Majority



**CITY OF
NORTH BRANCH**

**SPECIAL EVENT PERMIT
APPLICATION**

CONTACT INFORMATION

Group/Organization :	North Branch Legion	
Contact Person:	Paul Johnson/Carene Johnson	
Address:	6439 Elm St	
Phone:		Email:

EVENT INFORMATION

Type of Event:	☐ New or Renewal/Change in Application ☐		
Event Name/Title:	Midsummer Days		
Description of Event:	Parades, Carnival, Dances		
Proposed Location:	central park	Estimated Attendance:	
Event Date and Time	Date	Time	
Set Up	June 15th		
Actual Event	June 17th-21		
Clean Up	June 22		

EVENT FEATURES

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

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

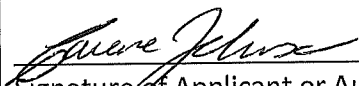
Will event Use, Close or Block any of the following: parking lot adjacent to legion City Streets or Right-of-Way City Sidewalks or Trails Public Parking Lots or Spaces
Will event need barricades? yes at least 8 <i>If yes, number needed.</i>
Will event need water or electric? <i>If yes, please describe.</i>
Will portable restrooms be needed? yes 5 at park, 15 at Legion <i>If yes, how many.</i>
Will extra trash receptacles be needed? yes we contract with Terry's <i>If yes how many?</i> <i>Note: Receptacles placed on pavement must have 2" thick wood material placed underneath receptacle touch points.</i>
Describe trash removal and cleanup during and after the event.
Will event need traffic control? <i>If yes, contact North Branch Police Department, 651-674-8848</i>
Describe crowd control procedure to ensure the safety of participants and spectators: We work with NBPD and NBFD for our events
Will "No Parking Signs" be needed? Yes we provide for parade day <i>If yes, how many?</i>
Will event need security? Yes We hire NBPD <i>If yes, list security company and contact info:</i>
Will event need EMS? <i>If yes, contact Lakes Region EMS, 651-277-4911</i>
Describe plans to provide first aid if needed:
Describe the Emergency Action Plan if severe weather should arrive:
List any other pertinent information: (Animals, etc.)

ATTACHMENTS (please attach additional sheets as needed)

Site Plan <i>(This is mandatory for all events. Include any tables, stages, tents, fencing, portable restrooms, vendor booths, trash containers, barricades, etc. If the event includes a parade, race or walk, attach a route map with directional arrows, rest stops, crossings, signage, etc.)</i>
Certificate of Insurance <i>(Include: Policy Number, Amount and Provisions that the City of North Branch is included as additional insured. The insurance requirements depend on the risk level of the event and are determined by the City.)</i>
Permits <i>(Department of Health, Transient Merchant, Peddlers License, etc.)</i>
Signatures <i>(All signatures from properties affected, i.e. Street Closure all properties that have vehicle access)</i>
Proof of Non-Profit Status

HOLD HARMLESS AGREEMENT

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


 Signature of Applicant or Authorized Agent

4/13/26
 Date

For Office Use Only

DEPARTMENT	APPROVAL SIGNATURE	DATE
City Administrator		
Public Works		
Police		
Parks		
Fire		

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

COMMENTS

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 04/14/2026

Board & Commission: City Council

Subject: Approval of Resolution R-314-2026 approving the Fairway Field Development and Subdivision Agreement

Overview / Background

Larry Beach Construction, Inc(Developer) received previous City Council approvals for the Final Plat for the Fairway Field (Development) on April 8, 2026.

One of the conditions of the Final Plat approval is contingent on the City and developer entering into a development agreement for the Fairway Field Development. The development agreement is attached.

City staff is the process of finalizing the agreement with the developer and will provide asap.

Requested Action

Motion to approve Resolution R-314-2026 approving the Fairway Field Development and Subdivision Agreement

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-314-2026

**A RESOLUTION APPROVING THE DEVELOPMENT AND SUBDIVISION
AGREEMENT BETWEEN THE CITY OF NORTH BRANCH AND LARRY BEACH
CONSTRUCTION, INC, FOR THE FAIRWAY FIELD DEVELOPMENT**

WHEREAS, Larry Beach Construction, Inc. received Final Plat approval on April 8, 2026, for Fairway Field, and the approval of the final plat is contingent on the City and developer entering into a development agreement, and;

WHEREAS, the City Council has reviewed the terms and conditions of a proposed agreement that details the obligations of the developer with regard to the development and construction of the planned public improvements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF NORTH BRANCH CITY COUNCIL:

That the City Council approves the Development and Subdivision Agreement with Larry Beach Construction, Inc, substantially in the form attached hereto as Exhibit A.

That, provided further, the City Council authorizes staff to make non-substantive changes, if necessary, without further City Council approval.

Ex. A – Fairway Field Development and Subdivision Agreement

Passed by the City Council of North Branch, Minnesota this 22nd day of April 2026.

Kevin Schieber, Mayor

Attested:

Matthew Hill, City Administrator

**DEVELOPMENT AGREEMENT
FAIRWAY FIELD**

THIS AGREEMENT (the “Agreement”) dated _____, 2026, by and between the **CITY OF NORTH BRANCH**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at 6408 Elm Street, North Branch, MN 55056 (the “City”); and Larry Beach Construction, Inc, a corporation under the laws of the State of Minnesota, with its principal office located at 4731 400th Street, North Branch, MN 55056 (the “Developer”); (collectively the “parties”).

RECITALS

WHEREAS, the Developer is the fee owner of a parcel of real property located in the City of North Branch, Chisago County, Minnesota, with Parcel Identification (PID) No. 11.00071.00, which is legally described in Exhibit A, which is attached hereto and incorporated herein by reference, (the “Development Property”); and

WHEREAS, the Developer has requested and received approval by the City of a Final Plat for Fairway Field (referred to herein as the “Plat”); and

WHEREAS, the Developer proposes a project consisting of 13 lots and associated public improvements on the Development Property, including but not limited to street improvements, stormwater management facilities, grading and erosion control facilities and other improvements (the “Project”); and

WHEREAS, the Developer and the City, desire to enter into this Agreement in satisfaction of applicable City requirements and to set out the undertakings and obligations of each party from this point forward with respect to the Project and with respect to the City Approval Process, all as required by the City’s Code of Ordinances (the “Code”).

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each does hereby covenant and agree with the other as follows:

1. **REQUEST FOR PLAT APPROVAL.** The Developer has sought and received approval of the Plat, known as Fairway Field (referred to in this Agreement as the “Plat”). The platted land is situated in the County of Chisago, State of Minnesota. The Developer is seeking to develop the Plat, the Development Property, for the purpose stated above.
2. **CONDITIONS OF PLAT APPROVAL.** The City has approved the Plat on the condition that the Developer enter into this Agreement, furnishes the security required by it, records the Plat with the County Recorder or Registrar of Titles within 90 days after the City Council approves the Plat, and submits evidence of recording the Plat to the City within 90 days after the date of recording.
3. **RIGHT TO PROCEED/CONDITIONS PRECEDENT.** Unless separate written approval has been given by the City, within the Development Property, the Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings within the Development Property until all of the following conditions have been satisfied:
 - a. This Agreement has been fully executed by both parties and filed with the City Clerk. This Agreement shall be recorded by the Developer within 60 days following execution hereof;
 - b. The necessary security has been received by the City;
 - c. The Plat has been recorded with the County Recorder's Office;
 - d. The site plan for the Project on the Development Property and the plans and specifications for the Improvements related thereto have been approved and signed by the City Engineer with such conditions as required by the City Code;
 - e. The construction plans and other such plans as required by the City have been approved and signed by the City Engineer;
 - f. A certificate of public liability and property damage insurance as described in this Agreement has been filed with the City Clerk; and

- g. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.
- 4. **CHANGES IN OFFICIAL CONTROLS.** For Three (3) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved Plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
- 5. **DEVELOPMENT PLANS.** The Plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:
 - a. Plan A – Plat
 - b. Plan B - Final Grading, Drainage and Erosion Control Plan
 - c. Plan C - Final Construction Plans and Specifications for Public Improvements
 - d. Plan D - Traffic Signing and Control Plan (for construction and final development)
 - e. Plan E - Stormwater Pollution Prevention Plan
 - f. Plan F – Street Lighting Plan
 - g. Plan G - Landscape Plan
 - h. Plan H – Street and Utility Plan

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by the Developer and shall be subject to the City's review and approval, which shall not be unreasonably withheld, conditioned or delayed. The required Improvements below shall be installed in accordance with the City approved plans for such improvements and the policies, rules, regulations, standards and ordinances of the City. No work shall commence on the

Project or the required Improvements until the Developer obtains all applicable permits for the Project and the Improvements and pays all costs and fees required in connection with the procurement of all applicable permits.

6. IMPROVEMENTS.

- a. The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public improvements (the “public improvements” or “Improvements”) in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:
 - i. Streets
 - ii. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements)
 - iii. Grading, Drainage and Erosion Control
 - iv. Street Lighting
 - v. Utilities (gas, electric, cable, telephone, etc.)
 - vi. Landscaping Required by the Zoning Ordinance (Street trees and tree preservation)
 - vii. Surveying and Monuments Required by Minnesota Statutes
 - viii. Miscellaneous Facilities or other elements defined by the guiding documents.
- b. The Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities and street construction, and the City’s engineering guidelines and standard detail plates, as applicable. The Developer shall submit plans and specifications that have been prepared by a competent registered professional engineer to the City for approval by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed. The City will provide field inspection and soil testing personnel, at the Developers expense, to assure an acceptable level of quality

control for the construction of all Improvements and certify that the construction work meets the City's requirements, specifications, standards and approved plans. In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all Improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. As required by the City, the Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

- c. All labor and work shall be done and performed in a good and workmanlike manner and in conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) hired by Developer to perform the Improvements work shall have experience shall be able to obtain the requisite performance and payment bonds for the purchase and installation of the minimum Improvements required hereby. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless

such work is first ordered in writing by the City Engineer as provided in the plans and specifications.

- d. The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way, or adjacent private property not owned by Developer, caused by Developer, or its contractors and subcontractors, during the construction of the required Improvements and the Project. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.
 - e. The Developer shall be solely responsible for the costs of constructing the required Improvements. The costs of constructing the Improvements shall include the actual construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the Improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.
 - f. If this Agreement is terminated for any reason the City shall have no obligation to construct the Project or Improvements.
7. **CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.**
- The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and the Developer's engineer on status or problems regarding the Project, coordination for final inspection and acceptance, Project monitoring during the warranty period, and processing of requests for reduction in security. The Developer shall deposit the estimated construction cost to pay for construction observation and project management performed by the City's in-house engineering staff or consulting engineer. This deposit is estimated to be \$22,500. If the City's costs exceed the

deposit, the Developer agrees to reimburse the City within 30 days of billing. Should the costs be less than the amount of the deposit, upon completion of the Improvements, the amount of the remaining deposit shall be promptly returned to the Developer. The Developer shall deposit the full construction observation fees with the City prior to the Plat being recorded. No construction of Improvements will be authorized until the construction observation fees have been paid to the City.

8. **PERMITS.** The Developer shall obtain or require its contractors and subcontractors to obtain all necessary and required permits for the Project from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project and the Improvements before proceeding with construction of the Project and the Improvements. Copies of these permits shall be provided to the City Engineer, and may include but are not limited to the following:

- NPDES Permit for Stormwater Management
- MPCA for Hazardous Material Removal and Disposal
- Wetlands permits as applicable
- DNR for Dewatering
- City of North Branch for Building Permits

The Developer or its engineer shall schedule a pre-construction meeting for the required Improvements with all the parties concerned, including City staff, to review the program for the construction work.

9. **TIME OF PERFORMANCE.** Except as otherwise provided in this Agreement, the Developer shall install all required Improvements and other work required by this Agreement by September 1, 2027 with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between May 15th and October 1st the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Any deficiencies in the base, asphalt, curb or other improvements in the reasonable judgment of the City Engineer must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from

the City, which shall not be unreasonably withheld, conditioned or delayed. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer, which shall not be unreasonably withheld, conditioned or delayed.

10. **LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a nonexclusive license to enter the Development Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement, the Project and Improvements and Plat development, as applicable. The license shall expire upon the acceptance by the City of the Improvements. The City shall thereafter have the right to enter the Development Property to perform inspections as authorized by City Code.
11. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via 412th Street. No construction traffic is permitted on the adjacent local streets other than identified herein.
12. **GRADING PLAN.** The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of North Branch requirements and specifications, City Code and applicable law. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a certificate of survey/"record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The certificate of survey/"record" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads, d) top and bottom of retaining walls, and e) all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit

a certificate of survey (as constructed survey) of the Development Property after site grading is complete. Final lot grades shall be shown on the as constructed survey. Final grading shall substantially comply with the approved grading plan.

13. **EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer which shall not be unreasonably withheld, conditioned or delayed. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (MPCA) Best Management Practices and applicable MPCA NPDES permit requirements for construction activities and the Developer's SWPPP. The City may impose additional erosion and sediment control requirements if they would be beneficial in the City's reasonable judgment. All areas disturbed by the excavation and backfilling operations shall be reseeded within three (3) business days after the completion of the work or in an area that is inactive for more than fifteen (15) business days unless authorized and approved by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in the erosion and sediment control plan, seed shall be in accordance with the City's current seeding specifications, if any, which may include certified oat seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored, and watered as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City Engineer, and if such failure shall continue for five (5) business days after written notice to the Developer, the City may take such action as it reasonably deems appropriate to control erosion. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days after receipt of invoice from the City, the City may draw down the letter of credit or any other security required herein to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the Plat and

Project plans for the Development Property, as applicable, are in compliance with the approved erosion control plan.

- 14. DECLARATION OF COVENANTS AND AGREEMENT FOR MAINTENANCE OF STORMWATER FACILITIES.** In order to provide stormwater management and control, to meet the City's stormwater permitting requirements, City Code and state law and regulations, as applicable, and to promote the water quality and volume control to the City's stormwater system and water bodies, the Developer and the City agree that it is reasonable for the City to require the Developer and all subsequent owners of the Development Property to construct, inspect, operate, repair, maintain and replace, at the Developer's cost and expense, City required stormwater facilities. Prior to commencement of construction of the Project and pursuant to City Code, the City and Developer shall enter into an agreement on a form acceptable to the City and containing terms and conditions as required by the City setting forth, in a recordable instrument, an agreement establishing covenants and declarations upon the Development Property for the installation of and ongoing operation, repair, maintenance and replacement of such stormwater facilities as required by applicable City Code and law at the Developer's and the Developer's successors' and assigns' cost and expense.
- 15. STREET MAINTENANCE DURING CONSTRUCTION.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing

operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning as necessary to sweep within and immediately adjacent to the development. The streets shall include Fairfax Ln and Fairway Ct, as determined by the City Engineer. A copy of this contract shall be approved by the City before grading is started, and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud. Type III Barricades shall be placed at the end of Fairfax Ln.

16. OWNERSHIP OF IMPROVEMENTS. Upon completion of the work and construction required by this Agreement and acceptance of Improvements by the City, the Improvements lying within public easements and public rights-of-way shall become City property without further notice or action upon completion and City acceptance thereof. Prior to acceptance of the Improvements by the City, the Developer must furnish the following affidavits:

- a. Contractor's Certificate;
- b. Engineer's Certificate;
- c. Land Surveyor's Certificate; and
- d. Developer's Certificate;

certifying that all construction has been completed in accordance with the terms of this Agreement.

The requisite forms will be furnished by the City of North Branch and are attached hereto as Exhibit

B. Upon receipt of the required affidavits, the City Engineer will accept the completed Improvements. Within thirty (30) days after the completion of the Improvements, the Developer shall supply the City with a complete set of reproducible "record" plans, an electronic file of the "record" plans in a format acceptable to the City Engineer (e.g., PDF, and AutoCAD format, DWG or a .DXF file), and two complete sets of hard copy "record" plans, all prepared in accordance with City standards. Within ten (10) days after receipt of these documents, and the warranty documents specified in this Agreement, the City Engineer will certify acceptance of the completed Improvements.

17. DEDICATIONS.

- a. The Developer shall pay a cash contribution of \$1,800 per lot x 13 lots totaling \$23,400 in satisfaction of the City's park dedication requirements.

18. STORM SEWER The Developer shall install or contract for the installation of all Improvements in the Project related to storm sewer as required by the City in accordance with those plans approved by the City Engineer.

19. TRAFFIC CONTROL AND STREET NAME SIGNS. Any street name signs, stop signs, or other directional and safety signs required by the City shall be purchased and installed by the City at the Developer's expense.

20. WETLAND MITIGATION. No wetland mitigation is planned for the site. The Developer is responsible for any undisclosed mitigation on the land and will be required to submit any necessary security should subsequent wetlands be identified.

21. BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.

- a. Grading and one lift of asphalt shall be installed on all public and private streets and drives prior to issuance of any building permits, adjacent to these lots. If a residential development, the Developer may apply for building permit(s) to construct three (3) model single-family home prior to the completion of the Improvements serving the Project. Model home sites must be approved by the Community Development Director and may be no greater 350 feet from a paved bituminous road. Developer shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No Certificate of Occupancy will be issued until the grading, curbing, sidewalk and one lift of asphalt is installed in accordance with approved plans on all public streets and private drives.

- i. In lieu of the foregoing provision, if the proposed Improvements are under construction but not yet completed and accepted by the City, the Developer shall provide a cross section depicting the entire right-of-way of the adjacent street

extending through the first floor elevation of the building for which a building permit is requested. This first floor elevation shall be considered official for building construction purposes. Any deviation from this elevation shall first be reviewed and approved by the Building Official and the City Engineer prior to commencing construction of applied building permit.

- b. Breach of the terms of this Agreement by the Developer, including nonpayment of billings from the City within 30 days of the date of an invoice from the City to the Developer, shall be grounds for denial of building permits as applicable, including lots sold to third parties, and the halting of all work in the Plat or on the Development Property.
- c. If building permits are issued prior to the acceptance of Improvements, the Developer assumes all liability and costs resulting in delays in completion of Improvements and damage to Improvements caused by the City, Developer, their contractors, subcontractors, materialmen, employees, agents, or third parties. No certificates of occupancy and no sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets and sidewalks needed for access have been paved with a bituminous surface and the utilities are accepted by the City Engineer.

22. UNDERGROUND UTILITIES – PRIVATE. This section covers those smaller private utilities such as gas, electric, phone, cable, etc.

- a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.
- b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.

- c. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements.
- d. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

23. RESPONSIBILITY FOR COSTS.

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the grading and development of the Development Property and the construction of the Improvements required by this Agreement, including but not limited to, all costs of persons and entities doing work or furnishing skills, tools, machinery, equipment and materials; insurance premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Development Property, as applicable; all Response Action Plans, traffic studies, environmental assessments and/or engineering and other studies and reports; all permits and approvals; and all City's costs incurred pertaining to the inspection and monitoring of the work performed in connection with approval and acceptance of the Plat, the Project and the construction of the Improvements and the other work done and improvements constructed on the Development Property or otherwise related to the Project.
- b. The City shall not be obligated to pay Developer or any of its agents or contractors for any costs incurred in connection with the construction of the Improvements or the development of the Development Property, except in the event such costs arise from the negligence or willful misconduct of the City, its mayor, council members, agents, employees or contractors. Developer agrees to defend, indemnify, and hold the City and its mayor, council members, employees, agents and contractors harmless from any and all claims of whatever kind or nature and for all costs, damages or expenses which the City may pay or

incur in consequence of such claims, including reasonable attorneys' fees, which may arise as a result of Plat approval, the Project, this Agreement, the construction of the Improvements (except for the negligence or intentional misconduct of the City, its mayor, council members, agents, employees or contractors with respect to the construction of the Improvements), the development of the Development Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.

- c. The Developer hereby covenants and agrees that Developer will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of the Project or this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, the Developer shall take all steps necessary to see that it is removed within thirty (30) business days of its being filed; provided, however, that the Developer may contest any such lien provided the Developer first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.
- d. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
- e. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within 30 days of the date of the City's invoice to Developer. If Developer fails to pay a required bill, then after providing the Developer with at least fifteen (15) days prior written notice, the City may draw on the Security or alternatively declare the same an event of default, and the City may thereafter assess and certify such unpaid charges to the County Auditor for collection in like manner with property taxes on the Development Property, or the City may take any other actions as may be available under this Agreement, at law, or in equity. Bills not paid within sixty (60) days shall accrue interest at the rate of eight percent (8%) per year.

- f. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to, City storm water connection charges, building permit fees and plat review fees, which shall be paid by Developer.

24. SPECIAL PROVISIONS. The following special provisions shall apply:

- a. Implementation of any other recommendations listed by the City Council or City Engineer as follows:
 - i. The Developer shall have all required MPCA stormwater permits approved prior to beginning any installation of Improvements.
- b. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City Engineer.
- c. The Developer must obtain a sign permit from the City Planner prior to installation of any subdivision identification signs.
- d. Individual homes must comply with the overall grading plan for the site. Each individual building permit will be reviewed for compliance with the overall grading plan and is subject to review and approval of the City Engineer.
- e. Utility hook-ups are subject to review and approval by the City Engineer.
- f. The Developer must obtain approval of a Site Plan as provided by current City Code and complete the required plan review and approval thereof, as applicable.

25. MISCELLANEOUS.

- a. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of the Development Property.
- b. As applicable, in compliance with the Response Action Plan approved by the MPCA for the Development Property, the Developer shall remove and properly dispose of any environmental contamination within the Development Property.

- c. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.
- d. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as applicable, shall be filed with the City Clerk with the Plat.
- e. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project is completed and the City has accepted the Improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the Improvements specified in this Agreement. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
- f. Third parties shall have no recourse against the City or Developer under this Agreement.
- g. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

- h. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- i. This Agreement shall run with the land and shall be binding upon Developer and its successors and assigns.
- j. This Agreement will be recorded against the title to the Development Property within 60 days following execution hereof.
- k. The Developer covenants with the City, its successors and assigns, that the Developer is well seized in fee title of the Development Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Development Property; that there are no unrecorded interests in the Development Property; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- l. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- m. The Developer agrees to comply with all local, state and federal laws, ordinances and regulations applicable to the development of the Development Property and Improvements.
- n. The City's approval of the Plat or this Agreement does not include approval of building permits for any structures to be constructed within the Development Property. The Developer must submit and the City approve building plans prior to the issuance of building permits for structures within the Development Property.

26. **DEVELOPER'S DEFAULT.** In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement, and if such default is not cured within thirty (30) days after receipt of notice of such default from the City or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure, the City may, at its option, take one or more of the following actions:

- a. Perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than five (5) business days in advance. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part for collection with the property taxes on the Development Property;
- b. Obtain an order from a court of competent jurisdiction requiring Developer to perform its obligations pursuant to the terms and provisions of this Agreement;
- c. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default;
- d. Halt all development work at the Project and construction of Improvements until such time as the event of default is cured;
- e. Withhold the issuance of a building permit or permits or certificates of occupancy with respect to the Project and/or prohibit the occupancy of any structure(s) for which permits have been issued for the Project until the event of default has been cured;
- f. Draw upon and utilize the Security (as defined in Section 31 below) to cover the City's costs to correct the default, the costs to complete any unfinished Project Improvements and/or the costs to enforce this Agreement; or
- g. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses, including reasonable attorneys fees, actually incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

27. **WARRANTY.** The Developer warrants all Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The warranty period for the Improvements, including streets and utilities, is one (1) year, and shall commence following completion and final written acceptance of the work by the City Engineer (the “Warranty Period”), unless the wearing course is placed during the same construction season as the bituminous base course. In those instances, the Warranty Period for street construction, concrete curb and gutter, related material and equipment will be two (2) years from the date of final written City acceptance of such work. The required Warranty Period for sod, trees, and landscaping is also one (1) growing season following installation. Upon completion and acceptance of the Improvements, the Developer shall post with the City, either a letter of credit or maintenance bond in the amount of 25% of the amount of the original cost of the Improvements to secure the warranties on the Improvements during the Warranty Period. At Developer’s discretion, in lieu of posting such additional security retainage of 25% from the Project securities identified in Section 31 of this Agreement may also be to secure and pay for warranty work. The City standard specifications for utilities and street construction identify the procedures for final acceptance of streets and utilities.

28. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all Improvements, and construction of all Improvements, the Developer shall furnish the City, at the time of Plat approval or approval of this Development Agreement, as applicable, with either a letter of credit or cash escrow or a combination of cash escrow and a letter of credit, as determined by the City, for 125% of the estimated Improvement costs, in the form attached hereto as Exhibits C, as applicable, or a City approved alternate form, from a bank (the “Security”) for **\$276,210** as detailed in Exhibit D.

The bank issuing the Security shall be subject to the approval of the City Administrator. The Security may be in the form of annually renewable letters of credit. Individual Security instruments may be for shorter terms provided they are replaced at least thirty (30) days prior to their expiration. The City may draw down the Security, upon the occurrence of any uncured event of default of the terms of this Agreement or if the Security is allowed to lapse prior to the end of the required term by presenting the bank/escrow agent with a written demand or an affidavit signed by the City Administrator or the City Administrator's designee attesting to the City's right to draw down and receive funds under the Security. If the required Improvements are not completed at least thirty (30) days prior to the expiration of the Security, the City may also draw the Security down. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City Engineer that work has been completed and financial obligations to the City have been satisfied, with City Engineer approval, the Security may be reduced from time to time by ninety percent (90%) of the financial obligations that have been satisfied. Ten percent (10%) of the amounts certified by the Developer's engineer shall be retained as Security until: a) all Improvements have been completed, b) iron monuments for lot corners have been installed, c) all financial obligations to the City have been satisfied, d) the required "record" plans have been received by the City, e) a warranty security is provided as specified herein above, f) the Improvements are accepted by the City Engineer, and g) if required by the City Administrator or Code, a title insurance policy indicating that the improvements are free and clear of any and all liens and encumbrances. The City standard specifications for utilities and street construction outline procedures for Security reductions, and reductions in the Letter of Credit, cash escrow or a combination thereof, shall be considered only after underground utilities are tested and found to be satisfactory and again after the base bituminous layer has been placed.

29. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished at the time of Plat approval or approval

of this Agreement, as applicable. The Developer shall not proceed with any Improvements until these cash requirements have been paid to the City, as depicted in Exhibit D:

TOTAL CASH REQUIREMENTS

\$48,150

30. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: Larry Beach Construction, Inc, 4731 400th St, North Branch, MN 55056. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: North Branch City Hall, 6408 Elm Street, North Branch, MN 55056.
31. **CONSTRUCTION MANAGEMENT.** During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:
- a. **Definition of Construction Area.** The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
 - b. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.
 - c. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on Monday through Saturday, with emergency work only Sundays or as otherwise provided in City Code.

- d. Site Maintenance. Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least three (3) business days verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.
- e. Project Identification Signage. Project identification signs shall comply with City Code.

32. EXPIRATION OF AGREEMENT. This Agreement shall remain in effect until such time as the Developer shall have fully performed all of its duties and obligations under this Agreement. Within thirty (30) days of receipt of the written request of the Developer and upon the adoption of a resolution by the City Council finding that the Developer has fully complied with all the terms of this Agreement and finding that the Developer has completed performance of all Developer's duties mandated by this Agreement, the City shall issue to the Developer on behalf of the City an appropriate Certificate of Compliance/Completion. Upon issuance of the Certificate of Compliance/Completion by the City, this Agreement shall terminate.

33. TERMINATION; CONDITIONS PRECEDENT.

- a. If Developer fails to: a) acquire fee simple title to all of the Development Property, and b) record this Agreement and the Plat in the office of the Chisago County Recorder, as applicable and as provided herein, within one (1) year after approval of the Plat or this Agreement, as applicable, by the City Council, this Agreement shall terminate and the approval of the Plat shall be null and void, subject to the following:
 - i. All costs, fees and other amounts previously paid to the City in connection with the Plat, the Project Improvements, this Agreement and the Project shall belong to and be retained by the City;

- ii. The obligations of the Developer for costs incurred shall survive such termination and continue with respect to unpaid costs, fees and expenses incurred prior to such termination;
 - iii. The indemnifications of Developer shall survive and continue after such termination; and
 - iv. The parties shall be released from all other obligations and liabilities under this Agreement not specified above.
- b. The City shall have no obligation to construct the Improvements and Developer shall have no right to construct the Improvements or construct the Project on the Development Property unless the Developer acquires fee simple title to the Development Property and records this Agreement and the Plat in the office of the Chisago County Recorder as required herein within one (1) year after approval of the Plat by the City Council.
- c. In the event of the termination of this Agreement, the parties agree, if requested by the other party, to execute and deliver to the other party a written termination acknowledgment in a form reasonably satisfactory to both parties.
- d. Developer's right to construct the Improvements is contingent upon its obtaining a building permit from the City following submission of a complete and valid application for same. Nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, for Developer to close on its purchase of the Development Property, commence the development of the Development Property as set forth herein, construct homes on the Development Property or to sell or lease homes constructed and located on the Development Property.

[Remainder of page left intentionally blank.]

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

DEVELOPER:

Larry Beach Construction, Inc

BY: _____
Larry Beach,
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Larry Beach an officer of Larry Beach Construction, Inc, a corporation under the laws of the State of Minnesota, on behalf of the company.

NOTARY PUBLIC

CITY OF NORTH BRANCH

BY: _____
Kevin Schieber, Its Mayor

(SEAL)

AND _____
Matthew Hill, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Kevin Schieber and by Matthew Hill, the Mayor and City Administrator of the City of North Branch, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

City of North Branch
Community Development Department
North Branch City Hall
6408 Elm Street
North Branch, MN 55056
651-674-8113

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

**Legal Description of Development Property Being Final Platted as
Fairway Field**

Current Legal Description

All that part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ of SW $\frac{1}{4}$), Section Five (5), Township Thirty-five (35), Range Twenty-one (21), lying South of a line 667 feet (667.02 feet measured along the east and west 40 lines) South of, parallel to and measured at right angles from the north line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$, Chisago County, Minnesota.

Proposed Platted Legal Description

Lots 1 through 4, inclusive, Block 1; Lots 1 through 9, inclusive, Block 2; of Fairway Field, Chisago County, Minnesota.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

AFFIDAVITS

Pursuant to the Development Agreement, prior to acceptance of the Improvements by the City, the Developer must complete and furnish the following affidavits:

- Contractor's Certificate;
- Engineer's Certificate;
- Land Surveyor's Certificate; and
- Developer's Certificate;

in substantially the form provided herein, certifying that all construction has been completed in accordance with the terms of the Development Agreement.

CONTRACTOR’S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that the construction of those certain Improvements required to be made by _____ (the “Developer”) pursuant to that certain Development Agreement (the “Agreement”) dated _____, 20____, by and between the City of North Branch (the “City”) and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, and that the Improvement work substantially conforms to the approved plans for the required Improvements for the and in accordance with the City Code (Chapter _____), City standard specifications for utilities and street construction, and the City’s engineering standard specifications

I/we certify that the required Improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Contractor agrees to remedy all defects arising within the warranty period at the Developer’s expense, and that the Contractor is now and will remain in compliance with the Warranty/Maintenance Guarantee required by North Branch City Code, Chapter _____, section _____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of North Branch to accept the Improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER’S CONTRACTOR:

BY: _____, Its _____

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____, a Minnesota _____, on behalf of _____.

.

 Notary Public

ENGINEER'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, based upon site observation, certify that those certain Improvements required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20____, by and between the City of North Branch (the "City") and the Developer, appear to have been completed in accordance with the provisions of the Agreement and, to the best of our knowledge, Improvement work substantially conforms to the approved plans for the required Improvements for the above-referenced Project and in accordance with the City Code (Chapter ____), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

This affidavit is made for the purpose of inducing City of North Branch to accept the Improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER'S ENGINEER:

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ the _____ of _____, a Minnesota
_____, on behalf of _____.

.

Notary Public

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED is a Registered Land Surveyor. The plat of _____ Addition was graded in accordance with the grading plan approved by the City for the plat prepared by _____ dated _____. The undersigned certifies that the “record” grading plan dated _____ is accurate and was prepared by the undersigned or under the undersigned’s direction. The record grading plan includes field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; and c) lot corner elevations and house pads. All lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications.

Dated: _____.

REGISTERED LAND SURVEYOR

Registration No. _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Notary Public

DEVELOPER'S CERTIFICATE OF COMPLIANCE

Project: _____

I/we, the undersigned, certify that to the best of our knowledge the construction of those certain Improvements required to be made by _____ (the "Developer") pursuant to that certain Development Agreement (the "Agreement") dated _____, 20____, by and between the City of North Branch (the "City") and the Developer, are complete and have been completed all in accordance with the provisions of the Agreement, that the Developer has complied to date with all requirements set forth in the Agreement, and that the work under the above named Project including all appurtenances thereto has been completed in accordance with the City Code (Chapter ____), City standard specifications for utilities and street construction, and the City's engineering standard specifications.

I/we further certify that all charges or bills for labor or services performed or materials furnished, and other charges by the subcontractors for the required Improvements have been paid in full and in accordance with the terms of that/those contract(s).

I/we further certify that the required Improvements are free and clear of any and all liens and encumbrances; that no notice of intention to claim liens is outstanding, and that no suits are pending by reason of the Project.

I/we finally certify that to the best of our knowledge the Improvements are free from all defects in material and workmanship from the date of acceptance thereof by the City, that the Developer agrees to remedy all defects arising within the warranty period at the Developer's expense, and that the Developer is now and will remain in compliance with the Warranty/Maintenance Guarantee required by North Branch City Code, Chapter ____, section ____ for the required periods stated therein.

This affidavit is made for the purpose of inducing City of North Branch to accept the Improvements made as part of the Project for public ownership thereof in accordance with the Agreement.

DEVELOPER:

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ of _____, a Minnesota
_____, on behalf of _____.

Notary Public

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT**

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of North Branch
6408 Elm Street
North Branch, MN 55056

Dear Sir or Madam:

We hereby issue, for the account of (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$ _____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____, of (Name of Bank)";
- b) Be signed by the Mayor or City Administrator of the City of North Branch.
- c) Be presented for payment at (Address of Bank), on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the North Branch City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: North Branch City Administrator, North Branch City Hall, 3400 North Branch Boulevard, North Branch, MN 55447, and is actually received by the City Administrator at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

BY: _____

_____ Its _____

EXHIBIT D TO DEVELOPMENT AGREEMENT

EXHIBIT D				
FAIRWAY FIELD				
DEVELOPMENT INFORMATION				
Property - Acres			19.3	Acres
Property - Square Feet			838,530	Square Feet
Units			13.0	
Lots			13.0	Lots/Blocks
SECTION 1: DEVELOPMENT	COST	PER	DUE	NOTES
Park Dedication	1,800.00	Per Unit	23,400.00	
Subtotal Platting Fees			23,400.00	
			-	
Total Platting Fees			23,400.00	
SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS			DUE	NOTES
Administrative			-	Construction Improvements (3%)
[Development Related Costs]			-	
Subtotal Administrative and Development Related Costs			-	
[List Credits, if Applicable]			-	
[List Credits, if Applicable]			-	
Total Administrative and Development Related Costs			-	
SECTION 3: IMPROVEMENT COSTS		SECURITY	DUE	NOTES
Development Escrow				
Engineering - Onsite Field Inspection	-	19,700.00	ty Engineer - Contract Based on 32 weeks @ 20 hrs week	
Engineering - Project Management	-	2,800.00	ty Engineer - Contract Based on 32 weeks @ 20 hrs week	
Environmental	-	-	Wetland Engineer - Contract	
Legal	-	-	City Attorney - Contract	
Planning	-	-	Planning Staff	
Non-Public Improvements				
Landscaping	-	-		
Construction - Site (Grading)		-	Grading + Erosion Control+Removals	
Construction - Storm Ponding	21,875.00	-		
Wetland Mitigation				
Wetland Mitigation	-	-		
Public Improvements Dedicated to the City				
Landscaping	-			
Construction - Streets	182,813.00		Streets+Mobilization (per Eng Est)	
Construction - Utility Improvements (Storm Sewer)	16,280.00		Storm Sewer (per Eng Est)	
Construction - Utility Improvements (Water Main)	-		Water (per Eng Est)	
Construction - Utility Improvements (Sanitary Sewer)	-		Sanitary Sewer (per Eng Est)	
Subtotal Improvement Costs	220,968.00	22,500.00		
[List Credits, if Applicable]			Grading Escrow	
Total Improvement Costs	220,968.00	22,500.00		
SECTION 4: LOC / ESCROW / FEES REQUIRED		SECURITY	DUE	NOTES
Cash & Escrow				
Section 1: Platting Fees	-	23,400.00	Cash	
Section 2: Administrative Fees	-	-	Cash	
Section 2: Development Related Costs	-	-	Development Related Items	
Section 3: Cash Escrow	-	24,750.00	Cash (110%)	
Security				
Section 3: Letter of Credit - Improvements (125%)	276,210.00	-	Public / Non-Public Improvements (125%)	
Section 3: Letter of Credit - Wetland Mitigation	-	-	Public / Non-Public Improvements (125%)	
Total Letter of Credit and Cash Required	276,210.00	48,150.00		

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

OFFER OF DEDICATION

**FAIRWAY FIELD
OFFER OF DEDICATION**

THE UNDERSIGNED, Larry Beach Construction, Inc a corporation under the laws of Minnesota ("Developer") has executed this Offer of Dedication ("Offer") effective as of the ____ day of _____, 202__.

RECITALS

A. The Developer and the City of North Branch, a Minnesota municipal corporation ("City") are parties to a Planned Unit Development and Subdivision Agreement dated _____, 2026 (the "Agreement") according to the terms of which the Developer agreed to construct certain Improvements to the Property owned by the Developer including certain Public Improvements to be dedicated to the City.

B. Pursuant to the Agreement, the Developer has furnished the City with a Letter of Credit in the amount of \$_____ issued by _____.

C. The Agreement further provides that the Improvements may be offered to the City in no more than three (3) dedications and that, if the City accepts the dedication of such Improvements, the Letter of Credit may be reduced by an amount equal to 100% of the estimated costs of the Improvements to be dedicated as determined by the City Engineer (the "Reduction Amount").

D. The Developer has completed certain of the Improvements and now desires to offer to dedicate such improvements (the "Dedicated Improvements") to the City and, upon the City's acceptance of such offer to provide the City with a replacement Letter of Credit in a reduced amount as allowed by the Agreement.

OFFER OF DEDICATION

The following provisions are hereby submitted to the City by the Developer in connection with the Agreement regarding the development of the Fairway Field Development within the City limits:

1. Offer of Dedication. The Developer hereby offers to dedicate to the City the Dedicated Improvements completed by the Developer pursuant to the Agreement as of the date hereof and generally described on Exhibit A attached hereto and incorporated herein.

2. Cost of Dedicated Improvements. The Developer hereby submits that the estimated cost of the Dedicated Improvements as determined by the City's Engineer is \$_____ and that therefore the

Reduction Amount is \$_____.

3. Letter of Credit. The Developer hereby requests that the City execute a certificate verifying its acceptance of the Dedicated Improvements and waiving its right to draw on the Letter of Credit to the extent of the Reduction Amount and to allow the Developer to submit a replacement Letter of Credit in the amount of \$_____ representing the difference between the original Letter of Credit amount and the Reduction Amount requested hereunder.

4. Developer's Acknowledgment. Developer hereby acknowledges that, the Improvements will not be formally dedicated to the City until the City's final acceptance of the Public Improvements required by the Development Agreement as evidenced by a Certificate of Completion issued by the City and therefore the City's acceptance of the Offer of the Dedicated Improvements hereunder is expressly made contingent upon and subject to such formal statutory dedication requirements, the City's final acceptance of the Public Improvements and in all other respects is contingent upon the Developer's continued compliance with the terms and conditions of the Agreement. The Developer further acknowledges that as to all Public Improvements, including the Dedicated Improvements, the Warranty Period defined in the Agreement, shall not commence until the City's final acceptance of the Public Improvements.

5. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given them on the Agreement.

Respectfully Submitted,

DEVELOPER:

Larry Beach Construction, Inc.

By: _____

Larry Beach
Its: President



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

Presenter: Nathan Sondrol, Community Development Director

Date: 04/14/2026

Board & Commission: City Council

Subject: Approval of Ordinance No.411 Amending City Code Sec 66-855 Surfacing and Sec 66-8 Definitions

Requested Action

Motion to approve Ordinance No. 411-26 approving a Text Amendment to City Code Sec 66-855 Surfacing establishing updated surfacing requirements for residential, commercial, and industrial properties and a Text Amendment to City Code Sec 66-8 Definitions to include material types in the “impervious surface” definition

Overview / Background

City staff has been reviewing provisions of the City Code to clarify sections that may be confusing or subject to varying interpretation. One section that has repeatedly arisen during discussions with developers and property owners is Section 66-855 (Surfacing), particularly regarding whether parking areas and driveways in commercial and industrial districts are required to be paved.

As currently written, Section 66-855 only establishes surfacing requirements for residential properties two (2.0) acres or smaller and does not clearly address surfacing standards for commercial or industrial zoned properties. This omission has resulted in uncertainty during project review and inconsistent expectations between applicants and the city.

Additionally, Section 66-856 (Drainage) requires poured-in-place concrete curbing for parking lots and access drives within commercial and industrial developments. The intent of this requirement assumes hard-surfaced parking areas; however, this relationship is not explicitly reflected in the surfacing section, creating potential conflicts in interpretation and enforcement.

During prior Planning Commission discussions, Commissioners expressed interest in maintaining neighborhood appearance and protecting public infrastructure while also allowing reasonable flexibility for residential properties, particularly for side or rear parking areas. At the

February 3rd Planning Commission Meeting, surfacing locations for residential properties 2 acres and under were debated and it was determined that it is appropriate to require hard surfaced driveways and parking areas in the front yard, while allowing flexibility for gravel surfaces on the side yard.

At the March 7th Planning Commission Meeting, staff presented three options for text amendments that addressed driveways and parking surfaces in the front, side, and rear yard locations. The Planning Commission agreed that Option 1 was the preferred language to include in City Code. There was additional discussion about clarifying the impervious surface definition to clearly identify surface types. Proposed text amendment language to the definitions section of city code is found in the Analysis section of this report.

The Planning Commission held a public hearing on April 7, 2026 to obtain public input relating to the proposed text amendments to clarify the surfacing requirements for residential, commercial and industrial properties in City Code Sec 66-855 and defining impervious surfaces in City Code Sec 66-8. There was no public comment received at the public hearing and the planning commission recommended approval of the proposed text amendments as proposed in the attached ordinance No. 411-26.

Voting Requirements:

Voting Options	Simple Majority
-----------------------	------------------------

ORDINANCE NO. 411-26

AN ORDINANCE AMENDING CITY CODE SECTION §66-8 DEFINITIONS, REGARDING THE DEFINITION FOR AN “IMPERVIOUS SURFACE” AND CITY CODE SECTION §66-855 SURFACING, REGARDING SURFACING REQUIREMENTS FOR RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL PROPERTIES

The North Branch City Council hereby ordains as follows:

Section 1. Amending Language Regarding the Definition for an “Impervious Surface”

City Code Section §66-8, is hereby amended by adding the following underlined language and deleting the following ~~striketrough~~ language.

§66-8 DEFINITIONS

“Impervious surface means an artificial or natural surface, including bituminous (asphalt) and concrete, through which water, air, or roots cannot penetrate.”

Section 2. Amending Language Regarding Surfacing

City Code Section §66-855, is hereby amended by adding the following underlined language and deleting the following ~~striketrough~~ language.

§66-855 SURFACING

~~All areas used for parking and driveways on residential lots 2.0 acres or smaller shall be hard surfaced with bituminous or concrete pavement as approved by the City’s Public Works Director.~~

All driveways and parking areas serving commercial and industrial uses shall be hard surfaced with bituminous, concrete, or equivalent pavement as approved by the City’s Public Works Director.

On residential lots two (2) acres or less, the driveway from the public street to the front façade of the principal dwelling shall be hard surfaced with bituminous (asphalt) or concrete. Parking areas and driveways located within the side or rear yard may be surfaced with gravel or other approved aggregate material.

Section 3. Effective Date.

This Ordinance shall have full force and effect upon its passage and publication.

Passed by the City Council of the City of North Branch, Chisago County, Minnesota, this 22nd day of April, 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Prepared By: Sharon Wright, Finance Director, Matt Fraley, Public Works Director

Presenter: Matt Fraley, Public Works Director, Sharon Wright, Finance Director

Date: 04/14/2026

Board & Commission: City Council

Subject: Approval of Resolution R-315-2026 to Amend 2026 Budget

BACKGROUND:

Matt Fraley and I recently met with a representative from Automatic Systems Group, the vendor that manages our SCADA software. During this discussion, it became clear that the current reporting processes are not functioning effectively.

We also discussed the ongoing need to closely monitor (“babysit”) the systems to ensure consistent communication. The representative indicated that they are unable to assist with resolving these issues because they do not have access to the system currently being used for reporting.

Based on the information from this conversation, Matt and I believed it was in the City’s best interest to obtain quotes to replace the existing system. The following information is a synopsis of those quotes.

On-Ping (Current System):

- Limited Local Support: North Branch is currently the only user in Minnesota.
- Industry Focus: PakEnergy (On-Ping) focuses on oil and gas operations rather than municipal water and wastewater facilities.
- Performance Issues: There is a 2-3 minute lag time for data refresh, and the system is currently incompatible with the Generation interface.
- Cost & Reliability: We pay a \$30,000 annual subscription fee. Despite spending \$600,000 in 2024/2025, the system is still not functioning properly.

Total Control (Preferred System):

- Proven Track Record: They have a strong reputation for equipment and customer service within the Water, Wastewater, and Generation industries across Minnesota.
- Experience: They served as the SCADA integrator for North Branch Water for over 15 years prior to On-Ping.

- Enhanced Features: Offers a user-friendly interface for viewing, callouts, and SonicWall security, with the capability for live and historical graphical trending.

Conclusion:

We are recommending an amendment to the Sewer, Storm, and Water budgets to pay for the implementation of the Total Control system. This would increase the budget for each of these enterprise funds by \$30,000 each.

- Sewer Fund 602-49450-50207
- Stormwater Fund 612-49700-50207
- Water Fund 615-49550-50207

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-315-2026

Resolution R-315-2026 Approving 2026 Budget Amendments for the Sewer, Stormwater, and Water Funds

WHEREAS, the City has identified the need to implement the Total Control system to improve operational efficiency and system reliability; and

WHEREAS, the adopted budgets for the Sewer, Stormwater, and Water enterprise funds do not include sufficient appropriations for this implementation; and

WHEREAS, it is necessary to amend the budgets for these funds to provide the required resources;

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

1. The City Council hereby approves budget amendments in the amount of \$30,000 for each of the following enterprise funds, for a total amendment of \$90,000:
 - Sewer Fund (602-49450-50207): \$30,000
 - Stormwater Fund (612-49700-50207): \$30,000
 - Water Fund (615-49550-50207): \$30,000
2. Said funds shall be used for the implementation of the Total Control system.
3. The source of funding for these amendments shall be fund balance.
4. City staff is hereby authorized to take all necessary actions to implement these budget amendments.

Passed by the City Council of North Branch, Minnesota this 22nd day of April 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Total Control Systems, Inc
38841 Nyman Drive NE
PO Box 40
Stanchfield, MN 55080-0040
Phone 320-396-4442 / Fax 320-396-4443

April 13th, 2026

To: Matt Fraley

Re: North Branch, MN –SCADA Software Upgrade

Total Control Systems, Inc. (TCS) proposes to furnish equipment & services to upgrade the City of North Branch MN SCADA Software. The existing software (OnPing) does not meet the city needs. The HMI package logs data points within the system for live & historical graphical trending. It also logs alarm and events through a SQL database for historical viewing as well. The Alarm & Notification software will notify operators in a similar fashion to the existing. These methods are phone calls through the existing analog phone line, email (if SMTP access allowed), SMS texting (if access to SMS server allowed) and Mobile app (if Microsoft Services access allowed).

WTP #1, WTP #2, WWTP & Generator Building SCADA Equipment

- Qty. 4 – Rockwell Software FTVIEW SE Unlimited Display (Perpetual License)
- Qty. 2 – SmartSights Win911 2025 R2 (3 Year Subscription)
- Qty. 2 – Grandstream Modem
- Qty. 4 – Sonicwall TZ270 W security appliances
- Misc. – Cables as Required
- Labor to create new HMI package to replicate existing.
- Labor to create new Win911 configuration for new HMI.
- Install & Programming, Startup, testing, and commissioning.

Price for the WTP #1, WTP #2, WWTP & Generator Building SCADA Equipment: \$ **89,480.00 (No TAX Included)**.

**** NOTE: Generator monitoring is not currently operational, and this would be added to SCADA after the Water & Wastewater SCADA is completed on a Time & Material Basis.**

Does **not** include:

Sales Tax
Internet Service

- We acknowledge receipt of Addendum No.
- Terms are Net 30 days from invoice date. No retainage allowed. A 1.5% charge per month is added to any past due balance. Price may be dependent on past credit history.
- This quote/proposal is valid for 60 days.
- Work to commence after receipt of an acceptable written purchase order acknowledging acceptance of our terms.
- F.O.B. jobsite.
- Start-up service/training, documentation, and equipment adjustment is included as specified.
- TCSI does not accept any liquidated damages.
- ALL PANELS FURNISHED BY TCS WILL HAVE A UL 508 SERIALIZED OR UL698A ENCLOSED INDUSTRIAL CONTROL PANEL RELATING TO HAZARDOUS LOCATIONS WITH INTRINSICALLY SAFE CIRCUIT EXTENSIONS LABEL, AS REQUIRED.

If you have any questions regarding our proposal, please contact our office. We look forward to working with you on this project.

Sincerely,
TOTAL CONTROL SYSTEMS, INC.

Kraig LaFreniere



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 04/15/2026

Board & Commission: City Council

Subject: Approval of the hiring of Michael Mullen as the Building Official for the City of North Branch

Background:

The City Building Official notified the City Administration of his plans to retire using a Phased Retirement Option (PRO), which will allow for a transition to a new Building Official. With the PRO it opened the Building Official position. The position was posted on the League of Minnesota Cities website, National Minority Update, 10 K Lakes ICC Chapter, along with the City of North Branch's Facebook page and website.

We received eight applicants and three were invited in for interviews with the selection committee, which included Matthew Hill, City Administrator, Rich Meyer, Building Official, Rochelle Kuhn, Building Permit Technician, Nate Sondrol, Community Development Director, and Travis Miles HR Generalist.

Mr. Michael Mullen was selected as a top candidate for the position by the selection committee. Mr. Mullen has a background in construction and inspection and experience working for Inspection Firms, and for a township as the Assistant Building Official.

Staff recommendation:

The selection committee unanimously recommends the City Council approve Michael Mullen as the incoming Building Official for the City of North Branch.

City Council request for Action:

Motion to approve the hiring of Michael Mullen as the incoming Building Official for the City of North Branch.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 04/15/2026

Board & Commission: City Council

Subject: Approval of Memorandums of Agreement for PTO Accrual increases based on anniversary dates

Background:

In January, Tiffani, the Account Technician in the Finance Department, identified that the current Collective Bargaining Agreement for Teamsters 320 Essential Supervisors scheduled PTO accrual increases at the 61st month rather than at the five-year (60-month) anniversary, with subsequent increases also lagging one month behind each milestone. The issue was brought to the stewards, who worked with the Union Business Agent to resolve it before it affected any members. In February, the Business Agent and stewards met with Human Resources to clarify the PTO accrual schedule.

The Teamsters recently presented two Memorandums of Understanding (MOU) to the City clarifying that PTO accrual rates increase on employees' 5, 10, 15, and 20-year anniversaries. Both memorandums are being presented in separate items for action in the following subparts.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 04/15/2026

Board & Commission: City Council

Subject: Approval of Resolution R-316-2026 clarification of PTO accrual based on anniversary dates for City Employee Bargaining Unit

Background:

In January, the Account Technician in the Finance Department identified that the current Collective Bargaining Agreement for Teamsters 320 City Employees scheduled PTO accrual increases at the 61st month rather than at the five-year (60-month) anniversary, with subsequent increases also lagging one month behind each milestone. The issue was brought to the stewards, who worked with the Union Business Agent to resolve it before it affected any members. In February, the Business Agent and stewards met with Human Resources to clarify the PTO accrual schedule.

The Teamsters recently presented a Memorandum of Understanding (MOU) to the City clarifying that PTO accrual rates increase on employees' 5, 10, 15, and 20-year anniversaries.

Recommended Action:

City staff recommends approving Memorandums of Understanding (MOUs) regarding PTO Accrual for the Teamsters 320 City Employee Unit.

Actions Requested:

Approval of Memorandums of Understanding (MOUs) regarding PTO Accrual for the Teamsters 320 City Employee Unit.

Voting Requirements:

Voting Options Simple Majority

**TEAMSTERS LOCAL 320
MEMORANDUM OF UNDERSTANDING**

BETWEEN

City of North Branch

AND

TEAMSTERS LOCAL NO. 320

City Employees

REGARDING PTO ACCRUAL INCREASES BASED ON ANNIVERSARY DATES

This Memorandum of Understanding (MOU) is entered into between the City of North Branch (“Employer”) and the Teamsters Local No. 320 (“Union”), representing employees covered under the collective bargaining agreement (CBA) covering the periods of 2025 - 2027, for the purpose of clarifying and memorializing the parties’ understanding and agreement of the current CBA language and how it is interpreted.

WHEREAS, the City of North Branch (“City”) and Teamsters Local 320 (“Union”) are parties to a Collective Bargaining Agreement (CBA) covering the period of 2025-2027; and

WHEREAS, the parties seek to ensure a uniform and clear application of the Paid Time Off (PTO) accrual schedule;

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

- **Accrual Commencement:** An employee shall begin accruing PTO at the next tier of the established accrual schedule effective immediately upon reaching their **Anniversary Date** of employment.

- **Anniversary Definition:** The term "Anniversary Date" means the calendar date marking the completion of the required years of service (e.g., the first day of the 5th year of service for the next tier).

Full-Time Employee PTO Accrual Schedule

Months	Accrual (Hrs)	Annualized	Accrual per pay Period (hrs)
0 - 60	168		6.46
60+ - 120	192		7.38
120+ - 180	216		8.31
180+ -240	240		9.23
240+	264		10.15

- **Payroll Processing:** If an Anniversary Date falls in the middle of a pay period, the increased accrual rate shall be applied proportionally to the hours worked on and after that specific date, or as otherwise handled by the City's payroll software to ensure the employee receives the full benefit of the new rate starting on their Anniversary Date.
- **Full Force and Effect:** All other terms and conditions of the 2025-2027 Collective Bargaining Agreement remain in full force and effect until a successor agreement is reached.
- **Non-Precedent Setting**
This MOU shall not establish a precedent for any other matter or agreement between the parties. It is intended solely to address PTO accrual increases as established in the CBA.
- **Duration:** This agreement shall take place immediately following signature of both parties.

For the Employer:

Name: _____
Title: _____
Date: _____

For Teamsters Local No. 320:

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

**CITY OF NORTH BRANCH
RESOLUTION NO. R-316-2026**

**APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
NORTH BRANCH AND TEAMSTERS**

WHEREAS, Minnesota Teamsters and Law Enforcement Employee's, Local No. 320 (City Employees Unit) is the exclusive representative for certain City of North Branch employees;

WHEREAS, the parties are parties to a labor agreement for January 1, 2025 through December 31, 2027 ("Labor Agreement");

WHEREAS, the parties met and negotiated over changes to Personal Time Off Accrual;

WHEREAS, the parties reached a tentative agreement on implementing certain components of such changes through a memorandum of understanding ("MOU"); and

WHEREAS, The City of North Branch must execute the MOU and implement it in the form of a resolution under Minnesota Statutes, section 179A.20, subdivisions 1 and 5.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
AS FOLLOWS:**

1. The MOU between the City of North Branch and Minnesota Teamsters and Law Enforcement Employee's, Local No. 320 (City Employees Unit) is approved.
2. The City of North Branch's management shall execute the MOU.
3. The City of North Branch shall implement the MOU.

PASSED by the City of North Branch's City Council on this ____ day of _____, _____.

ATTEST

City Clerk

Mayor



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 04/15/2026

Board & Commission: City Council

Subject: Approval of Resolution R-317-2026 clarification of PTO accrual based on anniversary dates for the Essential Supervisor Bargaining Unit

Background:

In January, an Account Technician in the Finance Department identified that the current Collective Bargaining Agreement for Teamsters 320 Essential Supervisors scheduled PTO accrual increases at the 61st month rather than at the five-year (60-month) anniversary, with subsequent increases also lagging one month behind each milestone. The issue was brought to the stewards, who worked with the Union Business Agent to resolve it before it affected any members. In February, the Business Agent and stewards met with Human Resources to clarify the PTO accrual schedule.

The Teamsters recently presented a Memorandum of Understanding (MOU) to the City clarifying that PTO accrual rates increase on employees' 5, 10, 15, and 20-year anniversaries.

Recommended Action:

City staff recommends approving Memorandums of Understanding (MOUs) regarding PTO Accrual for the Teamsters 320 Essential Supervisor Unit.

Actions Requested:

Approval of Memorandums of Understanding (MOUs) regarding PTO Accrual for the Teamsters 320 Essential Supervisor Unit.

Voting Requirements:

Voting Options Simple Majority

**CITY OF NORTH BRANCH
RESOLUTION NO. R-317-2026**

**APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
NORTH BRANCH AND TEAMSTERS**

WHEREAS, Minnesota Teamsters and Law Enforcement Employee's, Local No. 320 (Essential Supervisor Unit) is the exclusive representative for certain City of North Branch employees;

WHEREAS, the parties are parties to a labor agreement for January 1, 2025 through December 31, 2027 ("Labor Agreement");

WHEREAS, the parties met and negotiated over changes to Personal Time Off Accrual;

WHEREAS, the parties reached a tentative agreement on implementing certain components of such changes through a memorandum of understanding ("MOU"); and

WHEREAS, The City of North Branch must execute the MOU and implement it in the form of a resolution under Minnesota Statutes, section 179A.20, subdivisions 1 and 5.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
AS FOLLOWS:**

1. The MOU between the City of North Branch and Minnesota Teamsters and Law Enforcement Employee's, Local No. 320 (Essential Supervisor Unit) is approved.
2. The City of North Branch's management shall execute the MOU.
3. The City of North Branch shall implement the MOU.

PASSED by the City of North Branch's City Council on this ____ day of _____, _____.

ATTEST

City Clerk

Mayor

**TEAMSTERS LOCAL 320
MEMORANDUM OF UNDERSTANDING**

BETWEEN

City of North Branch

AND

TEAMSTERS LOCAL NO. 320

Essential Supervisors

REGARDING PTO ACCRUAL INCREASES BASED ON ANNIVERSARY DATES

This Memorandum of Understanding (MOU) is entered into between the City of North Branch (“Employer”) and the Teamsters Local No. 320 (“Union”), representing employees covered under the collective bargaining agreement (CBA) covering the periods of 2025 - 2027, for the purpose of clarifying and memorializing the parties’ understanding and agreement of the current CBA language and how it is interpreted.

WHEREAS, the City of North Branch (“City”) and Teamsters Local 320 (“Union”) are parties to a Collective Bargaining Agreement (CBA) covering the period of 2025-2027; and

WHEREAS, the parties seek to ensure a uniform and clear application of the Paid Time Off (PTO) accrual schedule;

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED AS FOLLOWS:

- **Accrual Commencement:** An employee shall begin accruing PTO at the next tier of the established accrual schedule effective immediately upon reaching their **Anniversary Date** of employment.

- **Anniversary Definition:** The term "Anniversary Date" means the calendar date marking the completion of the required years of service (e.g., the first day of the 5th year of service for the next tier).

□ Full-Time Employee PTO Accrual Schedule

Months	Accrual (Hrs)	Annualized	Accrual per pay Period (hrs)
0 - 60	168		6.46
60+ - 120	192		7.38
120+ - 180	216		8.31
180+ -240	240		9.23
240+	264		10.15

- **Payroll Processing:** If an Anniversary Date falls in the middle of a pay period, the increased accrual rate shall be applied proportionally to the hours worked on and after that specific date, or as otherwise handled by the City’s payroll software to ensure the employee receives the full benefit of the new rate starting on their Anniversary Date.
- **Full Force and Effect:** All other terms and conditions of the 2025-2027 Collective Bargaining Agreement remain in full force and effect until a successor agreement is reached.
- **Non-Precedent Setting**
This MOU shall not establish a precedent for any other matter or agreement between the parties. It is intended solely to address PTO accrual increases as established in the CBA.
- **Duration:** This agreement shall take place immediately following signature of both parties.

For the Employer:

 Name: _____
 Title: _____
 Date: _____

 Name: _____
 Title: _____
 Date: _____

For Teamsters Local No. 320:

 Name: _____
 Title: _____
 Date: _____

 Name: _____
 Title: _____
 Date: _____



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 04/15/2026

Board & Commission: City Council

Subject: Notice of change to Public Works hours: May 23, 2026 - September 4, 2026

Overview:

The International Union of Operating Engineers Local 49 Collective Bargaining Agreement establishes normal work hours as Monday through Friday, 7:00 a.m. to 3:30 p.m. The agreement also allows the Director to approve the use of break time at the end of the shift, effectively ending the workday at 3:00 p.m.

Public Works employees have requested a temporary adjustment to their work schedule, changing their hours to 6:00 a.m. to 2:00 p.m. for the period of May 23, 2026 through September 4, 2026. Staff met with the union's Business Agent and reached agreement on this change through a Letter of Understanding, which formalizes the modified schedule for the specified duration.

Voting Requirements:

Voting Options Simple Majority

**LETTER OF UNDERSTANDING
BETWEEN
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 49
-AND-
CITY OF NORTH BRANCH**

City of North Branch and the International Union of Operating Engineers Local No. 49 (the "Employer" and the "Union," respectively) are parties to a Labor Agreement (the Agreement) which is effective during the period of January 1, 2025, through December 31, 2027. This Letter of Understanding outlines certain changes to the Agreement specific to work schedules and hours of work during the summer of 2026. This Letter of Understanding confirms the Employer's and the Union's agreement to alter certain provisions of the Agreement impacted by the following conditions:

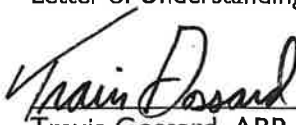
- 1) The sole authority of work schedule is the Employer (Article 11.1), and this LOU can be terminated at any time with seven (7) days' advance notice, reverting to the Labor Agreement in effect from January 1, 2025, through December 31, 2027.
- 2) The City supports and fosters a work environment that enables work-life balance and there is value in being able to offer workplace flexibility, including offering an alternate, compressed schedule to Public Works union employees where operationally feasible.
- 3) The parties desire to implement a flexible summer work hour schedule during the summer of 2026. Employees will work a straight eight (8) hour shift established to be 6:00 am – 2:00 pm during the defined Summer Hours, the dates/times will be as follows.

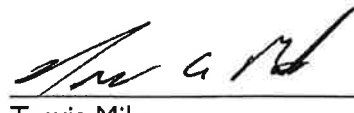
Duration

This defined shift will begin Memorial Day, May 23, 2026, through the end of business, Friday September 4, 2026.

- 4) The normal work week shall consist of 40 hours. Overtime will be paid for any hours worked beyond eight (8) or for any hours exceeding forty (40) in a week.
- 5) Pay dates will remain the same on Fridays.

The parties have caused this Letter of Understanding to be executed by their duly authorized representatives whose signatures appear below. Any proposed changes or additions to this Letter of Understanding which are not in conflict with the Labor Agreement shall be referred and addressed in full between all representatives of the City of North Branch and Local 49 for review, discussion and agreement. All other terms and conditions of the Labor Agreement not specifically modified by this Letter of Understanding will remain in full force and effect.

 3-13-26
Travis Gossard, ABR
IUOE, local 49

 3/13/26
Travis Miles
City of North Branch, Human Res. Director



Prepared By: Julie Schultz, Public Works Administrative Assistant

Presenter: Matt Fraley, Public Works Director

Date: 04/16/2026

Board & Commission: City Council

Subject: Approval of Resolution R-318-2026 Low Bid for Project Water Tower #3 Rehabilitation

BACKGROUND

The project bid opening was held on Tuesday, April 7, 2026, at 2:00 PM CST. A total of eight qualified bids were received. Bids were received through QuestCDN's online bidding platform and opened publicly via webcast. Bids received were as follows:

Bidders Base Bid

Bidders	Base Bid
TMI Coatings, LLC	\$499,250.00
BRZ Coatings, Inc.	\$517,000.00
O&J Coatings, Inc.	\$522,500.00
Classic Protective Coatings, Inc.	\$542,925.00
Tanksco, Inc.	\$572,000.00
LC United Painting	\$613,000.00
JR Stelzer Co.	\$626,035.00
Tankez Coatings, Inc.	\$630,000.00

KLM Engineering, Inc. (KLM) has reviewed the documents provided by the lowest responsive bidder, TMI Coatings, LLC (TMI), and consider them a responsible bidder eligible for award of the Project. TMI has been in the painting industry for many years and worked on KLM projects in the past. The last project with KLM was a full tower rehabilitation in Los Alamos, New Mexico. Their crew performed quality work and according to the specifications. TMI has confirmed they are comfortable honoring their proposed amount above and expressed an understanding of the Project requirements. Considering their favorable bid and positive work history, KLM recommends awarding the contract to TMI Coatings, LLC for the amount of \$499,250.00.

RECOMMENDATION

Its is recommended that city council approves resolution number R-318-2026 accepting the low bid for the 2026 Water Tower #3 Rehab Project in the amount of \$499,250.00 from TMI Coatings, LLC.

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-318-2026

A Resolution Awarding Water Tower #3 Project Low Quote to TMI Coatings

The City of North Branch City Council approved the Water Tower #3 reconditioning project to KLM Engineering at their March 11th meeting to move forward with plans, specifications and authorization to advertise for bids.

WHEREAS, KLM obtained quotes from contractors. The following quotes were received:

Bidders	Base Bid
TMI Coatings, LLC	\$499,250.00
BRZ Coatings, Inc.	\$517,000.00
O&J Coatings, Inc.	\$522,500.00
Classic Protective Coatings, Inc.	\$542,925.00
Tanksco, Inc.	\$572,000.00
LC United Painting	\$613,000.00
JR Stelzer Co.	\$626,035.00
Tankez Coatings, Inc.	\$630,000.00

WHEREAS, bids were opened on April 7th 2026 at 2p.m with eight bids received and the low bid was from TMI Coatings LLC for the amount of \$499, 250.00 and,

Now, Therefore, Be It Resolved That:

The Mayor and City Administrator are hereby authorized and directed to enter into a contract with TMI Coatings LLC, St. Paul, MN in the amount of \$499,250.00 in the name of the City of North branch, Minnesota, for the services outlined in the above.

Passed by the City Council of North Branch, Minnesota this 22nd day of April 2026.

Kevin Schieber, Mayor

Tonya Kostuck, City Clerk

April 8, 2026

Matt Fraley
Director of Public Works and Utilities
City of North Branch
6408 Elm Street
North Branch, MN 55056

by Email

**RE: Bid evaluation for the Cleaning, Repairing & Painting of the 500,000-Gallon Elevated Reservoir (Tower Number Three) for the City of North Branch, Minnesota.
City Project No. R-032787-000. KLM Project No. 2071-25.**

Mr. Fraley,

The project bid opening was held on Tuesday, April 7, 2026, at 2:00 PM CST. A total of eight qualified bids were received. Bids were received through QuestCDN's online bidding platform and opened publicly via webcast. Bids received were as follows:

Bidders	Base Bid
TMI Coatings, LLC	\$499,250.00
BRZ Coatings, Inc.	\$517,000.00
O&J Coatings, Inc.	\$522,500.00
Classic Protective Coatings, Inc.	\$542,925.00
Tanksco, Inc.	\$572,000.00
LC United Painting	\$613,000.00
JR Stelzer Co.	\$626,035.00
Tankez Coatings, Inc.	\$630,000.00

KLM Engineering, Inc. (KLM) has reviewed the documents provided by the lowest responsive bidder, TMI Coatings, LLC (TMI), and consider them a responsible bidder eligible for award of the Project. TMI has been in the painting industry for many years and worked on KLM projects in the past. The last project with KLM was a full tower rehabilitation in Los Alamos, New Mexico. Their crew performed quality work and according to the specifications.

TMI has confirmed they are comfortable honoring their proposed amount above and expressed an understanding of the Project requirements. Considering their favorable bid and positive work history, KLM recommends awarding the contract to TMI Coatings, LLC for the amount of \$499,250.00.

Feel free to contact me with any questions.

Sincerely,

KLM Engineering Inc.

Joseph Clasemann

Joseph Clasemann, PE
Civil Engineer

Bid Tabulation Sheet

Bid Opening Date: April 7, 2026

Bid Opening Time: 2:00 PM

Owner: City of North Branch, MN

Cleaning, Repairing, & Painting
500,000-Gallon Elevated Reservoir;

Description: Tower Number Three

Bid Location: QuestCDN online vbid platform

City Project No.: R-032787-000

KLM Project No. : 2071-25

Contractor	Bid Bond	Bid Item No. 1	Bid Item No. 2	Bid Item No. 3	Bid Item No. 4	Bid Item No. 5	Bid Item No. 6	Base Bid
		Structure Modifications	Surface Repairs	Interior Wet Area Abrasive Blast & Coating	Interior Dry Area Spot Repair & Coating (Sweating Areas)	Exterior Area Abrasive Blast & Coating & Containment	Mobilization	
TMI Coatings, LLC	x	Lump Sum	\$ 125/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$499,250.00
		\$110,000.00	\$6,250.00	\$115,000.00	\$21,000.00	\$232,000.00	\$15,000.00	
BRZ Coatings Inc.	x	Lump Sum	\$ 120/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$517,000.00
		\$115,000.00	\$6,000.00	\$98,000.00	\$15,000.00	\$273,000.00	\$10,000.00	
O&J Coatings Inc.	x	Lump Sum	\$ 50/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$522,500.00
		\$150,000.00	\$2,500.00	\$120,000.00	\$30,000.00	\$200,000.00	\$20,000.00	
Classic Protective Coatings, Inc.	x	Lump Sum	\$ 120/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$542,925.00
		\$117,700.00	\$6,000.00	\$132,225.00	\$24,200.00	\$243,200.00	\$19,600.00	
Tanksco, Inc.	x	Lump Sum	\$ 120/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$572,000.00
		\$190,000.00	\$6,000.00	\$135,000.00	\$16,000.00	\$205,000.00	\$20,000.00	
LC United Painting	x	Lump Sum	\$ 130/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$613,000.00
		\$103,000.00	\$6,500.00	\$129,500.00	\$37,000.00	\$327,000.00	\$10,000.00	
JR Stelzer Co.	x	Lump Sum	\$ 200/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$626,035.00
		\$159,200.00	\$10,000.00	\$124,200.00	\$18,640.00	\$292,995.00	\$21,000.00	
Tankez Coatings, Inc.	x	Lump Sum	\$ 200/hr	Lump Sum	Lump Sum	Lump Sum	Lump Sum	\$630,000.00
		\$150,000.00	\$10,000.00	\$145,000.00	\$35,000.00	\$280,000.00	\$10,000.00	



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 04/16/2026

Board & Commission: City Council

Subject: Approval of Resolution R-319-2026 to amend the 2025 Transfer Budget

BACKGROUND:

During the audit process, it was determined that two transfers are necessary to correct fund activity identified during the review.

The first amendment involves a transfer between Fund 393 and Fund 316. In 2024, the City made entries to close Funds 394 and 397 into Fund 393. Based on recommendations from Ehlers and the auditors, Fund 393 contains TIF activity and therefore should not have been used to close out these funds. The City is requesting approval to amend the 2025 budget by increasing the transfer out of Fund 316 and the corresponding transfer into Fund 393 to reimburse Fund 393 for this transaction. The total amount of this adjustment is \$55,523.

The second amendment involves a transfer between Fund 851 and Fund 208. Fireworks expenses are typically tracked through Fund 851. During the development of the 2025 budget, the transfer from Fund 208 to Fund 851 to cover these costs was omitted. The City is requesting approval to amend the budget by increasing the transfer out of Fund 208 and the transfer into Fund 851 in the amount of \$15,000.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-319-2026

**RESOLUTION R-319-2026 APPROVING 2025 BUDGET AMENDMENTS OF
INTERFUND TRANSFERS**

WHEREAS, the audit process identified the need for certain corrections to fund activity; and

WHEREAS, Fund 393 was improperly used in 2024 to close Funds 394 and 397, and reimbursement is required; and

WHEREAS, a budget amendment is needed to transfer \$55,523 from Fund 316 to Fund 393; and

WHEREAS, a budget amendment is also needed to transfer \$15,000 from Fund 208 to Fund 851 for firework's expenditures omitted from the 2025 budget.

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

1. The 2025 budget is amended to transfer \$55,523 from Fund 316 to Fund 393.
2. The 2025 budget is amended to transfer \$15,000 from Fund 208 to Fund 851.
3. City staff are authorized to make the necessary accounting entries.

Passed by the City Council of North Branch, Minnesota this 22nd day of April 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 04/10/2026

Board & Commission: City Council

Subject: Consider ordinance #410-26 amending the City of North Branch Fee Schedule

PURPOSE

To outline recommended amendments to the City Fee Schedule for administrative review and approval. The proposed changes focus on standardizing material costs, updating utility-related fees, and implementing a new city code-mandated surcharge.

PROPOSED FEE SCHEDULE CHANGES

The following adjustments are proposed for inclusion in the updated City Fee Schedule: See attached summary for each section.

- **Water Meter Fee Standardization (Building Department & Public Works)**

To ensure consistency and cost recovery across municipal departments, the fee for water meters in both the Building Department and Public Works sections will be standardized. The new rate is established at **Cost + 10%** to cover procurement and administrative handling. This change resolves previous inconsistencies in meter pricing between the two departments.

- **Utility Franchise Fee Adjustments**

Changes have been made to the franchise fees collected from both the **gas and electric utilities**. These adjustments reflect current agreements and financial requirements as approved by City Council at the December 9, 2025 meeting in Ordinances 402-25, 403-25, 404-25, and 405-25.

- **Implementation of Monthly Surcharge**

A new **\$25 monthly surcharge** is being added to the fee schedule. This surcharge is mandated by and referenced under **City Code Sec 58-24**. This addition ensures compliance with the specified code section for revenue collection.

RECOMMENDATION

It is recommended that the proposed amendments to the City Fee Schedule, as identified above, be approved for implementation. The full fee schedule with the recommended changes is attached.

Voting Requirements:

Voting Options Simple Majority

Under Building Dept:

Water Meters - Residential **	Actual Cost to City
- Irrigation (Residential) **	Actual Cost to City
- Commercial/Industrial **	Actual Cost to City

Under Public Works:

Water Meters - Commercial	Cost + 10%
Water Meters - Residential	Cost + 10%

To be consistent, we will be changing the Building Department to Cost + 10%.

Prior Franchise Fee Schedule:

RATE DESCRIPTION	FEE	USAGE
<u>Franchise Fees Electric (Monthly):</u>		
Residential/Small Commercial	\$ 3.50	< 5,000kWh hours
Medium Commercial FF	\$ 8.75	5,000-10,000kWh hours
Large Commercial FF	\$ 17.50	> 10,000kWh hours
<u>Franchise Fees Gas (Monthly):</u>		
Residential	\$ 2.00	All
Small Commercial/Industrial	\$ 3.00	< 1,500 therms/YEAR
Large Commercial/Industrial	\$ 5.00	> 1,501 therms/YEAR
Small Volume Interruptible		
Large Volume Interruptible		
Transportation		

New Franchise Fee Schedule:

RATE DESCRIPTION	FEE	USAGE
<u>Franchise Fees Electric (Monthly):</u>		
Residential/Small Commercial	\$ 5.25	< 5,000kWh hours
Medium Commercial FF	\$ 17.50	5,000-10,000kWh hours
Large Commercial FF	\$ 35.00	> 10,000kWh hours
<u>Franchise Fees Gas (Monthly):</u>		
Residential	\$ 4.00	All
Class 1 Commercial Customers	\$ 6.00	< 1,500 therms/YEAR
Class 2 - Class 5 Commercial Customers	\$ 10.00	> 1,501 therms/YEAR

City Ordinance (Sec 58-24)

Sec 58-24 Location And Access To Meters

Water meters shall be installed and located as required by applicable building codes. Property owners shall provide the City with access to water meters for the purposes of reading, checking, repairing or replacing meters. The City shall give written notice to property owner when it needs to access a meter. If no response to the notice is received within 15 days, the City shall give a second notice advising that water service will be shut off if there is no response within 5 days. If there is no response, the City shall inspect the property to see if it is vacant and shall post a notice on the property that water service will be shut off in 15 days unless access is provided to the meter within that time period. If no response is received, the City may shut off water service to the property no earlier than 5 days from the date of the posted notice, pursuant to the shutoff procedures set forth in Section 58-25, and may recover its costs as provided in Section 58-285. Denial of access by a property owner for the installation, inspection, or repair of any City metering equipment may result in a monthly surcharge, identified in the City of North Branch Fee Schedule, to be imposed and added to the water service bill for the property.

<u>Miscellaneous Fees:</u>	
Monthly Surcharge per City Code Sec 58-24	\$ 25.00

2026 Fee Schedule

Service	2026 Fee Schedule
Building Department	
3 Season Porch	Based on Valuation* \$50.00/Sq. Ft.
Basement Finish	\$174.00
Building Department Fees	As Outlined on page 2
Building Moving Review	\$100.00 + Expenses
Building Permit	Based on Valuation*
Deck - Residential	Based on Valuation* \$30.00/Sq. Ft.
Demolition Permit	\$75.00
Detached Accessory Structure - Residential	Based on Valuation* \$30.00/Sq. Ft.
Manufactured Home Installation	\$250.00*
Mechanical Permit - Commercial	Based on Valuation*
Mechanical Permit - Commercial Replacement	\$99.00/Unit*
Mechanical Permit - New Residential	\$89.00*
Mechanical Permit - Replacement Residential	\$89.00*
Other Building (Misc) Permits	\$89.00*
Plan Review Fee	65% of Permit Fee
Plumbing Permit - Commercial	Based on Valuation*
Plumbing Permit - Commercial Replacement	\$99.00/Unit*
Plumbing Permit - New Residential	\$89.00*
Plumbing Permit - Replacement Residential	\$89.00*
Reroof - Commercial	\$208.00*
Reroof - Residential	\$89.00*
Septic -Tank Set/Common Sys Connection/Repair/Operating Permit/Land App'l	\$70.00
Septic Permit	\$300.00
Septic Pumping Fee	\$5.00
Sewer Access Fee (SAC) ***	\$2,471.00/Unit
Sewer Connection Inspection Fee	\$70.00
Site/Location Inspection (Fence, Ag Bldg, Swimming Pool, etc)	\$80.00
Temporary Certificate of Occupancy	Escrow based on estimated cost of delayed site improvements. Can be in the form of cash or letter of credit issued by a bank.
Water Access Fee (WAC)	\$1,700.00/Unit
Water Connection Inspection Fee	\$70.00
Water Meters - Residential **	Cost + 10%
- Irrigation (Residential) **	Cost + 10%
- Commercial/Industrial **	Cost + 10%

* State Surcharge Applies

** Contact NB Public Works for cost

*** Multi-family, rental residential units without individual services, fee is reduced an additional 20%

2026 Fee Schedule

2026 Fee Schedule NORTH BRANCH BUILDING FEE SCHEDULE

This is a "valuation" based permit schedule

Total Valuation	Fee		
\$1.00 - \$500.99	\$23.00		
\$501.00 - \$2,000.99	\$23.50 for the first	\$500.99	plus
	\$3.05 for each additional to and including	\$100.00 \$2,000.99	or fraction thereof,
\$2,001.00 - \$25,000.99	\$69.25 for the first	\$2,000.99	plus
	\$14.00 for each additional to and including	\$1,000.00 \$25,000.99	or fraction thereof,
\$25,001.00 - \$50,000.99	\$391.25 for the first	\$25,000.99	plus
	\$10.10 for each additional to and including	\$1,000.00 \$50,000.99	or fraction thereof,
\$50,001.00 - \$100,000.99	\$643.75 for the first	\$50,000.99	plus
	\$7.00 for each additional to and including	\$1,000.00 \$100,000.99	or fraction thereof,
\$100,001.00 - \$500,000.99	\$993.75 for the first	\$100,000.99	plus
	\$5.60 for each additional to and including	\$1,000.00 \$500,000.99	or fraction thereof,
\$500,001.00 - \$1,000,000.99	\$3,233.75 for the first	\$500,000.99	plus
	\$4.75 for each additional to and including	\$1,000.00 \$1,000,000.99	or fraction thereof,
\$1,000,001.00 and up	\$5,608.75 for the first	\$1,000,000.99	plus
	\$3.15 for each additional	\$1,000.00	or fraction thereof.

Other Inspections and Fees:

Inspections outside of normal business hours	\$100.00 per hour *
Re-inspection fees	\$100.00 per hour *
Additional plan review required by changes, additions or revisions to plans	\$100.00 per hour *
Investigation fee - work commencing before permit issuance (not to exceed the permit fee)	\$100.00 per hour *
For use of outside consultants for plan checking and inspections, or both	Actual Cost **

* These fees have a one-hour minimum charge

** Actual costs include administrative and overhead costs.

Building Permit Refund Policy :

Permit fees are refundable up to 80%.

The City does not refund any fees if:

- work has been started,
- the permit is over 180 days old, or
- the permit fee is less than \$100.00.

All refund requests must be in writing, signed by the permit holder, and submitted to the building department.

Please note the following are never eligible for refund:

- Plan review fees*
- State surcharge fees*
- Re-inspection fees*
- Any services that have previously been rendered*

2026 Fee Schedule

Service	2026 Fee Schedule
City Clerk's Office	
Affidavit of Candidacy	\$5.00
Assessment Search	\$25.00
Bad Check Fee	\$30.00
Certification of Delinquent Bills to Taxes (City Services, Sewer, Stormwater & Water)	\$20.00 per unpaid, delinquent service
Club License	\$500.00
Paper or Digital Copies	\$0.25/Page if 100 pages or under, actual cost if over 100 pages (per MN Statute)
Data Request Retrieval	Actual Cost *
Liquor License Investigation Fee - Partnership, Corporation	\$125.00
Liquor License Investigation Fee - Single Person	\$50.00
Notary Service	\$5.00 per document
Ordinance Amendment	\$300.00
Small Wireless Annual Rental Fee per structure	\$150.00
Small Wireless Annual Maintenance Fee per structure	\$25.00
Small Wireless Monthly Electrical Service Fee	Metered w/service fee and usage fees - monthly
Special Meeting Fee	\$300.00
Service	2026 Fee Schedule
Miscellaneous	
City Parking Lot Overnight Parking Permit/ Winter Parking	\$20.00 per season
Conduit Bonding Fee	0.50% of Amount Borrowed
Required Staff Time (oversee projects/misc inspections, etc)	\$100.00 per hour/1 hour min

* Actual Costs = lowest paid, qualified employee time, copies, certifications, electronically transmitting the copies or data.
(MS 13.03, Subdivision 3 (c))

2026 Fee Schedule

Service	2026 Fee Schedule
Business Licenses:	
Cannabis License (includes Microbusiness, Messobusiness, and Medical)	\$500 application/\$1,000 annual/renewal fee
Lower Potency Hemp Edible Retailer License	\$125 annual fee
Dance License	\$100.00
Dance License - Temporary	\$20.00 per day
Display & Consumption License (Set-Up) (State fee of \$250 Incl)	\$500.00
Dog Kennel License	\$125.00
Garbage Hauler's License	\$156.00
Massage License (Business)	\$150.00
Massage License (Therapist)	\$25.00
Off-Sale 3.2% Malt Liquor License	\$125.00
Off-Sale Intoxicating Liquor License	\$150.00
On-Sale 3.2% Malt Liquor License	\$100.00
On-Sale Intoxicating Liquor License	\$2,500.00
Right of Way Access (Excavator's) License	\$100.00
Sunday Liquor License	\$200.00
Temporary Liquor License	\$50.00 per day
Temporary Sunday Liquor License	\$25.00 per day
Tobacco License	\$250.00
Transient Merchant - Group (30 Day)	\$260.00
Transient Merchant License - Group (3 Day)	\$130.00
Transient Merchant License (30 Days)	\$78.00
Transient Merchant License (6 months)	\$234.00
Transient Merchant License (Annual)	\$400.00
Wine License	\$750.00
Yard Waste Composting Site License	\$500.00 application fee \$2,000.00 annual/renewal fee
License Late Fee	10% of License Fee or \$25.00, whichever is greater
Mobile Food Units (Food Trucks)	\$100.00 per year
Mobile Food Units (Food Trucks) Event License	\$30.00 per event (1-3 days)
Background Check (Ice Cream Vendors Only)	\$50.00 per business

Service	2026 Fee Schedule
Miscellaneous Permits:	
Right of Way Excavation Permit	\$100.00
Right of Way Obstruction Permit	\$100.00
Small Wireless Facility Permit	\$100.00
Grading Permit - 50 cubic yards<100 cubic yards or distribution area >1,000 sq ft	\$100.00
Shoreland zone or 100cubic yards and more or 20,000 sq ft distribution area	\$500.00 plus engineering escrow for Inspections ^A

^A Escrow can be in the form of either:

- Cash
- Letter of Credit issued by a financial institution

2026 Fee Schedule

Service	2026 Fee Schedule
Fire Department	
Response Car or Grass Fire (Plus Foam If Used)	\$200.00 \$85.00
Response Rate - Extrication	\$400.00 to Respond
Standby Emergency Rate Plus Fire Fighter Rate (Gas Leak or Other Activity)	\$100.00 \$16.00/Person/Hour, After First Hour
False Alarm - 0-3 per calendar year at no charge. 4th & each subsequent alarm charged.	\$75.00 Each Per Calendar Year
Non-Emergency Lift Assistance - 0-3 per calendar year at no charge. 4th & each subsequent incident charged.	\$75.00 Each Per Calendar Year

Service	2026 Fee Schedule
Police Department	
Copy of Police Report	No Charge Less Than 10 Pages \$0.25/Page Over 10 Pages
Dog License:	
Annual Fee	\$10.00/dog
Annual Fee (Senior Discount 62+)	\$7.00/dog
Microchipped Dog Fee - life of dog	\$35.00/dog
Microchipped Dog Fee - life of dog (Senior Discount 62+)	\$18.00/dog
Dangerous Dog Registration	\$200.00 annually
State Accident Report	\$2.00
False Alarm - 0-3 per calendar year at no charge. 4th & each subsequent alarm charged.	\$75.00 Each Per Calendar Year
Officer Contract Rate	\$100.00/Hr/2 Hr Min.
Photos	Actual Cost
Vehicle Impound Charge (Max 30 Days Storage)	\$10.00/Day/30 Day Maximum + Towing

2026 Fee Schedule

Service	2026 Fee Schedule
Public Works Department	
Address Sign & Post	\$50.00
Air Compressor Rental w/ Labor	\$100.00 per hour/2 Hr Min
Asphalt Patching ²	\$300.00 per 20 Sq Ft Min
Public Works Labor/Construction Observation	\$75.00 per hour/1 Hr Min
Grader Rental ¹	\$175.00 per hour/2 Hr Min
Leaf Pick-up Rental ¹	\$275.00 per hour/2 Hr Min
Leaf Truck Material	\$30.00 per Load
Loader Rental ¹	\$175.00 per hour/2 Hr Min
Mailbox Post - swing away ¹	\$80.00
Mowing & Sidewalk Clearing	\$100.00 per hour/2 Hr Min
Pickup Truck Rental ¹	\$75.00 per hour/2 Hr Min
Portable Generator Rental ¹	\$175.00 per hour/2 Hr Min
Salt	Actual Cost
Salt Sand - 3:1 Mix	\$80.00 per ton
Septage Dumped at Sewer Plant ³	\$75.00 per 1,000 Gallons
Sewer Jetter Rental ¹	\$275.00 per hour/2 Hr Min
Skidsteer Rental ¹	\$125.00 per hour/2 Hr Min
Snow Plowing (Tandem Axle, Single Axle, Grader or Loader)	\$175.00 per hour/2 Hr Min
Staff Time - required with Equipment rental	\$100.00 per hour/person
Street Sign	Cost of Sign plus 20%
Street Sign with Installation	\$65.00 per Sign plus Cost of Sign & Materials
Street Sweeper Rental ¹	\$300.00 per hour/2 Hr Min
Tractor Rental ¹	\$150.00 per hour/2 Hr Min
Dump Truck Rental - Single Axle ¹	\$125.00 per hour/2 Hr Min
Dump Truck Rental - Tandem Axle ¹	\$150.00 per hour/2 Hr Min
Water Tanker Truck w/1,250 Gal Water ¹	\$125.00 per hour/2 Hr Min plus cost of water

¹ Equipment Cost only - Staff is required at an additional Cost

² Equipment Cost only - 2 Staff are required at an additional Cost

³ When dumping Septage, the driver is required to check in and out with Public Works staff. A lack of checking in or out will result in an extra \$100 fee per trip.

2026 Fee Schedule

Community Development & Zoning		2026 Fee Schedule	
Land Use & Zoning		Fee	Escrow*
Amendment to Comprehensive Plan		\$350.00	\$1,000.00
Concept Plan Review		\$150.00	\$1,000.00
Conditional Use Permit		\$350.00	--
Interim Use Permit		\$350.00	--
Lot Split, Combination & Line Adjustment		\$350.00	--
Park Dedication			
	Residential (<i>Per Unit</i>)	\$1,800.00	--
	Commercial/Industrial (<i>Base</i>)	\$1,800.00	--
	Commercial/Industrial (<i>Per Acre</i>)	\$1,000.00	--
Site Plan			
	Multi-Family	\$350.00	\$2,500.00
	Commercial/Industrial	\$350.00	\$2,500.00
	Amendment	\$200.00	\$1,000.00
Subdivision & Planned Unit Development			
	Minor Subdivision	\$500.00	\$3,000.00
	Per Lot	\$40.00	--
	Preliminary Plat	\$500.00	--
	Per Lot	\$40.00	--
	Final Plat	\$350.00	--
	Subdivision (<i>1-50 Lots</i>)	--	\$5,000.00
	Subdivision (<i>51+ Lots</i>)	--	\$10,000.00
Vacation (Rights of Way/Easements)		\$500.00	--
Variance		\$350.00	--
Zoning			
	Amendment - Map / Rezoning	\$350.00	\$1,500.00
	Amendment - Text	\$350.00	\$1,500.00
Zoning Appeal		\$350.00	--
Zoning Letter		\$75.00	--
Development Fees		Fee	Escrow*
Economic Development Assistance			
	TIF/Abatement Concept Analysis	--	\$2,000.00
	TIF/Abatement Application	\$1,000.00	\$10,000.00
Grant Application Assistance		--	\$1,000.00
Transportation Review (AUAR/EIS/EAW)		--	\$3,000.00
Permitting		Fee	Escrow*
Home Occupation / Home-Based Business			
	Administrative Review (<i>No Hearing</i>)	\$250.00	--
	Operational Review (<i>Public Hearing</i>)	\$350.00	\$1,000.00
Signs			
	Permanent	\$75.00	--
	Temporary	\$30.00	--
Enforcement		Fee	Escrow*
Administrative Fine		\$100.00	--
Repeat Public Nuisance		\$100.00	--
Nuisance Abatement (<i>Fee + Actual Abatement Expense</i>)		\$250.00 + Actual	--

* *Escrow* - All escrow amounts listed are considered initial deposits. Additional deposits may be required by the City to cover expenses in excess of an escrow paid at the time of application.

2026 Fee Schedule

Service		2026 Fee Schedule
Engineering and GIS Departments		
Aerial Photos - Digital		\$20.00 per acre
Digital Topography		\$20.00 per acre
Engineering Service Fee		Actual Cost
GIS Service Fee		\$100.00 per hour
Map-City or Zoning (2' x 3') - Black & White		\$10.00
Map-City or Zoning (2' x 3') - Color		\$15.00
Map-City or Zoning (3' x 4') - Black & White		\$15.00
Map-City or Zoning (3' x 4') - Color		\$40.00
Map Custom		Actual cost
Lot Survey Review Fee		\$40.00 per lot
Driveway Permit Fee		\$50.00 per driveway

Service		2026 Fee Schedule
Parks Department		

Special Events, Park Reservations and Deposits

Harder Park Ball Field Lights:		
Season		Actual City Cost
One-Time		\$10.00 per hour
Harder Park and Northwood Park Concession Building Damage Deposit		\$1,000.00

Park Reservation Fees:

# of People	Permit Fees		Refundable Damage-Deposit	
	Resident	Non-Resident	Resident	Non-Resident
0-100	\$0.00	\$50.00	\$100.00	\$250.00
100+	\$100.00	\$100.00	\$100.00	\$100.00

2026 Fee Schedule

2026 Public Utility Fees

RATE DESCRIPTION	FEE	BASE	USAGE
Franchise Fees Electric (Monthly):			
Residential/Small Commercial	\$ 5.25		< 5,000kWh hours
Medium Commercial FF	\$ 17.50		5,000-10,000kWh hours
Large Commercial FF	\$ 35.00		> 10,000kWh hours
Franchise Fees Gas (Monthly):			
Residential	\$ 4.00		All
Class 1 Commercial Customers	\$ 6.00		< 1,500 therms/YEAR
Class 2 - Class 5 Commercial Customers	\$ 10.00		> 1,501 therms/YEAR
Irrigation Water Fees:			
C-Irrigation Water		\$ 20.00	\$5.70 / 1K GALS
R-Irrigation Water		\$ 20.00	\$5.70 / 1K GALS
Miscellaneous Fees:			
Monthly Surcharge per City Code Sec 58-24	\$ 25.00		
AMR Meter Reading Fee	\$ 25.00		
Certification Of Delinquent Utilities	\$15/Utility		
Door Hanger Reminder	\$ 25.00		
Food Truck	\$ 55.88		
Hydrant Meter Deposit	\$ 1,500.00		
Late Fees	10%		
NSF/Bank Return Fee	\$ 30.00		
Reconnect Fee	\$ 50.00		
Reconnect Fee After Hours	\$ 250.00		
Sewer Fees:			
Sewer - 1" Service (Cs)		\$ 14.50	\$8.80/1K GALS
Sewer - 2" Service (Cs)		\$ 46.40	\$8.80/1K GALS
Sewer - Commercial		\$ 14.50	\$8.80/1K GALS
Sewer - MFU 1 1/2" (Rs) Pricing Per Unit		\$ 29.00	\$8.80/1K GALS
Sewer - MFU 1" (Rs) - Pricing Per Unit		\$ 14.50	\$8.80/1K GALS
Sewer - MFU 2" (Rs) Pricing Per Unit		\$ 46.40	\$8.80/1K GALS
Sewer - MFU 4" (Rs) Pricing Per Unit		\$ 145.00	\$8.80/1K GALS
Sewer - Residential		\$ 14.50	\$8.80/1K GALS
Trunk Sewer Fee Commercial	\$4,966.40/Acre		
Trunk Sewer Fee Residential	\$1,656/Unit		
Sewer - 1 1/2" Service (Cs)		\$ 29.00	\$8.80/1K GALS
Sewer - 3"Commercial Service (Cs)		\$ 87.00	\$8.80/1K GALS
Sewer - 4" Service (Cs)		\$ 145.00	\$8.80/1K GALS
Sewer - 6" Service (Cs)		\$ 290.00	\$8.80/1K GALS
Stormwater Fees (Monthly):			
Storm Sewer - Apartments 4+ Pricing Per Unit	\$ 4.42		
Storm Sewer - Business Acreage	\$ 6.23		
Storm Sewer - Manufactured Housing Pricing Per Unit	\$ 4.66		
Storm Sewer - Residential/Business Pricing Per Unit Up To 3	\$ 6.23		
Storm Water Connection Fee	\$.44 / Sq Ft		
Rural Stormwater Fees (Annual):			
	\$ 74.76		

2026 Fee Schedule

2026 Public Utility Fees

Water Fees:			
Commercial 3" Service		\$ 127.00	\$5.70 / 1K GALS
Bulk Water Rate - Connection Fee per Fill	\$ 50.00		
Bulk Water Rate - Charge per Fill			\$5.70 / 1K GALS
Commercial 1 1/2" Service		\$ 32.00	\$5.70 / 1K GALS
Commercial 1" Service		\$ 26.00	\$5.70 / 1K GALS
Commercial 2" Service		\$ 35.00	\$5.70 / 1K GALS
Commercial 4" Service		\$ 157.00	\$5.70 / 1K GALS
Commercial 6" Service		\$ 233.00	\$5.70 / 1K GALS
Commercial Water		\$ 20.00	\$5.70 / 1K GALS
Residential Water		\$ 20.00	\$5.70 / 1K GALS
Trunk Water Fee Commercial	\$6,350/Acre		
Trunk Water Fee Residential	\$3,500/Unit		
Water Meters - Commercial	Cost + 10%		
Water Meters - Residential	Cost + 10%		
Water MFU Pricing Per Unit		\$ 20.00	\$5.70 / 1K GALS



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 04/14/2026

Board & Commission: City Council

Subject: Consider Approval of Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader (ALPR) Policy

At the April 8th City Council meeting, we held a public hearing regarding a draft police department Automated License Plate Reader (ALPR) Policy and a potential contract with Flock Safety for the installation of seven license plate reader cameras within the city. Some of the questions and concerns that were discussed were in relation to whom the city would potentially share Flock data with and what types of "alerts" or "hits" on-duty officers would receive from the Flock system.

After speaking to other area law enforcement agencies who currently utilize the Flock system, my intent would be to allow for the limited data sharing to a small group of local law enforcement partners, including:

- Chisago County Sheriff's Office
- Wyoming Police Department
- Lakes Area Police Department
- Pine County Sheriff's Office
- Forest Lake Police Department
- Isanti Police Department

I have added proposed language to the draft policy that would allow some flexibility to adjust this list when it serves public safety interests. For example, this could include adding other nearby agencies if those agencies add Flock cameras in the future, or removing an agency if concerns arise about system use. The draft language also builds in periodic review and Council awareness:

Proposed Language – Section 145.9:

The Chief of Police will maintain a list of law enforcement agencies that have been granted access to North Branch Police Department ALPR data and will review this list at least annually with the North Branch City Council. The Chief of Police will notify the City Administrator and the City Council if any agencies are added to or removed from this list.

The system is structured so that alert categories are set at the administrative level and cannot be modified by individual users. My intention would be to include alerts for:

- Wanted persons
- Missing or endangered persons
- Stolen vehicles
- Stolen license plates
- “KOPS” alerts (Keeping Our Police Safe)
- Non-valid registered owners (e.g., suspended, revoked, or canceled driver’s licenses)

Proposed Language – Section 145.4:

Alert categories or “hot lists” will be determined by the Chief of Police and applied system-wide.

Requested Action & Staff Recommendation:

I respectfully request the City Council to approve the Automated License Plate Reader (ALPR) policy.

Voting Requirements:

Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-311-2026

**A RESOLUTION APPROVING THE POLICE DEPARTMENT'S AUTOMATED
LICENSE PLATE READER (ALPR) POLICY**

WHEREAS, the North Branch Police Department recognizes the potential benefits of utilizing Automated License Plate Reader Technology (ALPR) to enhance public safety by using vehicle recognition technology to aid investigations, locate stolen vehicles, identify vehicles associated with wanted individuals, assist with locating missing persons, and deter criminal activity; and

WHEREAS, the department is committed to ensuring the responsible and ethical use of ALPR technology, while upholding the rights and privacy of citizens; and

WHEREAS, the department has developed a comprehensive ALPR policy that addresses key operational, safety, and privacy concerns;

THEREFORE, BE IT RESOLVED, that the North Branch City Council hereby approves the attached ALPR policy, effective April 22, 2026;

AND BE IT FURTHER RESOLVED, that the policy shall be reviewed and updated periodically, but no less than annually, to ensure its continued relevance and effectiveness;

AND BE IT FURTHER RESOLVED, that all personnel utilizing ALPR technology shall receive adequate training, in accordance with the policy.

Passed by the City Council of North Branch, Minnesota this 22nd day of April, 2026.

Kevin Schieber, Mayor

ATTEST:

Matthew Hill, City Administrator

NORTH BRANCH POLICE DEPARTMENT

GENERAL ORDER: 145.0

EFFECTIVE:

SUBJECT: **AUTOMATED LICENSE PLATE READERS (ALPR) - MN
STAT 626.8472**

145.1 **PURPOSE AND SCOPE**

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology (Minn. Stat. § 626.8472).

145.2 **POLICY**

The policy of the North Branch Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public. All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review..

145.3 **ADMINISTRATIONS**

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the North Branch Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, suspect interdiction and stolen property recovery. All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Chief of Police or their designee. The Chief of Police will assign members under their command to administer the day-to-day operation of the ALPR equipment and data.

145.4 **OPERATIONS**

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.

- An ALPR shall only be used for official law enforcement business.
- No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- No ALPR operator may access confidential department, state or federal data unless authorized to do so.
- Alert categories or “hot lists” will be determined by the Chief of Police and applied system-wide.
- When an officer receives an alert on the ALPR, the officer should verify an ALPR response visually and/or audibly. The officer should then verify the information through the CJIS data system prior to taking action if the ALPR alert is the only indication.

145.5

RESTRICTIONS AND NOTIFICATIONS

The North Branch Police Department will observe the following guidelines regarding ALPR use (Minn. Stat. § 13.824):

- Data collected by an ALPR will be limited to:
 - License plate numbers.
 - Date, time and location of data captured.
 - Pictures of license plates, vehicles and areas surrounding the vehicle captured.
- ALPR data may only be matched with the Minnesota license plate data file, unless additional sources are needed for an active criminal investigation.
- ALPRs shall not be used to monitor or track an individual unless done so under a search warrant or because of exigent circumstances.
- The Bureau of Criminal Apprehension shall be notified within 10 days of any installation or use and of any fixed location of an ALPR.
- An ALPR shall not be used for harassment or intimidation, usage based solely on a protected class (i.e. race, gender, religion), or personal use.

The North Branch Police Department prohibits the use of Automatic License Plate Reader (ALPR) data for any form of immigration enforcement. Specifically:

- ALPR data collected, stored, or accessed by this department shall not be used for the purpose of identifying, investigating, or apprehending individuals based solely on actual or suspected immigration status.
- ALPR data shall not be shared with federal immigration authorities unless required by a valid court order or applicable state or federal law.
- The department shall ensure that all third-party ALPR vendors, partners, and law enforcement agencies receiving shared data from the North Branch Police Department comply with this policy and shall include language of understanding to that effect.

145.6

DATA COLLECTION AND RETENTION

The Chief of Police is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

ALPR data received from another agency shall be maintained securely and released in the same manner as ALPR data collected by this department (Minn. Stat. § 13.824).

ALPR data not related to an active criminal investigation must be destroyed no later than 30 days from the date of collection with the following exceptions (Minn. Stat. § 13.824):

- Exculpatory evidence - Data must be retained until a criminal matter is resolved if a written request is made from a person who is the subject of a criminal investigation asserting that ALPR data may be used as exculpatory evidence.
- Address Confidentiality Program - Data related to a participant of the Address Confidentiality Program must be destroyed upon the written request of the participant. ALPR data already collected at the time of the request shall be destroyed and future related ALPR data must be destroyed at the time of collection. Destruction can be deferred if it relates to an active criminal investigation.

All other ALPR data should be retained in accordance with the established records retention schedule.

145.7 **LOG OF USE**

A public log of ALPR use will be maintained that includes (Minn. Stat. § 13.824):

- Specific times of day that the ALPR collected data.
- The aggregate number of vehicles or license plates on which data are collected for each period of active use and a list of all state and federal public databases with which the data were compared
- For each period of active use, the number of vehicles or license plates related to:
 - A vehicle or license plate that has been stolen.
 - A warrant for the arrest of the owner of the vehicle.
 - An owner with a suspended or revoked driver's license or similar category.
 - Active investigative data.
- For an ALPR at a stationary or fixed location, the location at which the ALPR actively collected data and is installed and used.

A publicly accessible list of the current and previous locations, including dates at those locations, of any fixed ALPR or other surveillance devices with ALPR capability shall be maintained. The list may be kept from the public if the data is security information as provided in Minn. Stat. § 13.37, Subd. 2.

145.8 **ACCOUNTABILITY**

All saved data will be closely safeguarded and protected by both procedural and technological means. The North Branch Police Department will observe the following safeguards regarding access to and use of stored data (Minn. Stat. § 13.824; Minn. Stat. § 13.05):

- All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time.
- Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement

purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

- Biennial audits and reports shall be completed pursuant to Minn. Stat. § 13.824, Subd. 6.
- Breaches of personal data are addressed as set forth in the Protected Information Policy (Minn. Stat. § 13.055).
- All queries and responses, and all actions, in which data are entered, updated, accessed, shared or disseminated, must be recorded in a data audit trail.
- Any member who violates Minn. Stat. § 13.09 through the unauthorized acquisition or use of ALPR data will face discipline and possible criminal prosecution (Minn. Stat. § 626.8472).

145.9

RELEASING ALPR DATA

The Chief of Police will maintain a list of law enforcement agencies that have been granted access to North Branch Police Department ALPR data and will review this list at least annually with the North Branch City Council. The Chief of Police will notify the City Administrator and the City Council if any agencies are added to or removed from this list.

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures (Minn. Stat. § 13.824):

- The agency makes a written request for the ALPR data that includes:
 - The name of the agency.
 - The name of the person requesting.
 - The intended purpose of obtaining the information.
 - A record of the factual basis for the access and any associated case number, complaint or incident that is the basis for the access.
 - A statement that the request is authorized by the head of the requesting law enforcement agency or their designee.
- The request is reviewed by the Chief of Police or the authorized designee and approved before the request is fulfilled.
 - A release must be based on a reasonable suspicion that the data is pertinent to an active criminal investigation.
- The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy.

Draft



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 04/14/2026

Board & Commission: City Council

Subject: Consider Approval of Resolution R-312-2026 Approving a Three-Year Contract with Flock Safety for Seven License Plate Reader Cameras within the City Limits

At the April 8th City Council meeting, we held a public hearing regarding a draft police department Automated License Plate Reader (ALPR) Policy and a potential contract with Flock Safety for the installation of seven license plate reader cameras within the city.

The City received a proposal for a three-year contract with Flock Safety that includes:

- **Seven ALPR cameras** installed at key entry points.
- **Cost per camera:** \$3,000 annually
- **Total annual cost:** \$21,000
- **Total Cost of three-year contract:** \$36,000
- **Installation fees:** Waived by Flock Safety if approved

Some questions that arose during the last city council meeting was in regard to the possibility of subscribing to the Flock system without owning Flock cameras and whether the city could opt out of allowing Flock to retain anonymized North Branch images for machine learning purposes.

Flock does offer an access-only subscription at approximately \$12,000 per year. Based on what I've learned, this does not appear to provide significant value without having our own cameras in place. It would rely on other agencies choosing to share data with us, and the nearest camera is currently about three miles outside our city limits (Lincoln Trail/347th Street).

Flock also advised that the city could opt out of allowing Flock to retain anonymized North Branch images for machine learning purposes if we choose to move forward.

Funding Source

The City received a one-time Public Safety Aid appropriation in 2023. Remaining funds from this allocation are eligible and available to support this project.

Requested Action & Staff Recommendation:

I respectfully request the City Council to approve a three-year contract with Flock Safety for seven automated license plate readers.

Voting Requirements:

Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-312-2026

A RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH FLOCK SAFETY FOR SEVEN AUTOMATED LICENSE PLATE READER CAMERAS

WHEREAS, the North Branch Police Department utilizes various equipment to carry out their operational duties; and

WHEREAS, Automated license plate reader cameras are a tool utilized by local law enforcement to assist with these duties; and

WHEREAS, Flock Safety is a provider of automated license plate reader cameras which offer a 3-year contract; and

WHEREAS, The price is \$21,000 per year with a total price of \$63,000 for the 3-year contract;

THEREFORE, BE IT RESOLVED, that the North Branch City Council hereby authorizes a three-year contract with Flock Safety for seven automated license plate reader cameras for \$63,000;

Passed by the City Council of North Branch, Minnesota this 22nd day of April, 2026.

Kevin Schieber, Mayor

ATTEST:

Matthew Hill, City Administrator

Flock Safety + MN - North Branch PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Karim Richani
karim.richani@flocksafety.com
+19169458073

Quote Number: Q-186255
Expiration Date: 04/09/2026

flock safety



ORDER FORM

Customer: MN - North Branch PD
Legal Entity Name: MN - North Branch PD
Accounts Payable Email: dmeyer@northbranchmn.gov
Address: 6408 Elm St North Branch, Minnesota 55056

Initial Term: 36 Months
Renewal Term: 36 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$21,000.00
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$0.00	7	\$0.00

Subtotal Year 1: \$21,000.00

Annual Recurring Subtotal: \$21,000.00

Estimated Tax: \$0.00

Contract Total: \$63,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$21,000.00
Annual Recurring after Year 1	\$21,000.00
Contract Total	\$63,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$4,550.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, aka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint TM technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MN - North Branch PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

[Agreements and Policies](#)
[Terms and Conditions](#)
[Privacy Policy](#)
[License Plate Reader Policy](#)
[Trademark Notice](#)
[API and Integrations Terms](#)
[Flock Evidence Policy](#)
[HOME](#) > [LEGAL](#) > [TERMS AND CONDITIONS](#)

Terms and Conditions

Last Updated: February 16, 2026

To access prior versions of Flock's online Customer Terms & Conditions, click [HERE](#)

1. DEFINITIONS

1.1. "**Agreement**" means these Terms and Conditions, any exhibits attached hereto, the Reinstall Fee Schedule, the Customer Implementation Guide, and each Order Form, each of which is incorporated by reference herein.

1.2. "**Applicable Law**" means all federal, state, and local laws and regulations, including those related to the recording or sharing of data, video, photo, or audio content, in each case to the extent directly applicable to the respective Party's performance of its obligations under this Agreement.

1.3. "**Authorized End User(s)**" means any individual employees, agents, or contractors of Customer accessing or using the Flock Services on behalf of Customer pursuant to the Agreement, who have been (a) granted access to the Flock Services by Customer its exercise of reasonable discretion relating to

the receipt of the Flock Services hereunder by Customer, and (b) from whom Customer has obtained reasonable assurances that they will comply with the access and use and confidentiality terms in the Agreement.

1.4. “**Confidential Information**” means information that is disclosed by one Party to the other and that the receiving Party knows is confidential to the disclosing Party or that is of such a nature that someone familiar with the type of business of the disclosing Party would reasonably understand is confidential to it. Confidential Information includes financial, product, and other business information of either Party. Notwithstanding the foregoing, Confidential Information does not include information that the receiving Party can demonstrate: (a) is in the public domain or is generally publicly known through no improper action or inaction by the receiving Party; (b) was rightfully in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (c) is rightfully disclosed without restriction to the receiving Party by a third-party without violation of obligation to the disclosing Party; or (d) is independently developed for the receiving Party by third parties without use of the Confidential Information of the disclosing Party.

1.5. “**Customer**” means the entity identified in the signature block of the Order Form to which these Terms & Conditions apply.

1.6. “**Customer Data**” means all (a) data and information captured by Flock Hardware on behalf of Customer through the Flock Services (e.g., images, audio, and/or video) and the metadata associated therewith, (b) content input into the Web Interface by Customer or its Authorized End Users, and (c) data and information provided to Flock through the

Flock Services by third parties at Customer's direction.

1.7. "**Customer Hardware**" means the third-party hardware owned, or otherwise provided, by Customer and any other physical elements that interact with the Flock Software to provide the Flock Services.

1.8. "**Customer Implementation Guide**" means the terms and conditions related to implementation located at <https://www.flocksafety.com/implementation-guide>.

1.9. "**Effective Date**" means the date the applicable Order Form is executed by both Parties.

1.10. "**Feedback**" means any ideas, advice, recommendations, suggestions, enhancement requests, feedback, or proposals provided by, or on behalf of, Customer or its personnel to Flock related to Flock Property.

1.11. "**Flock Software**" means the (a) software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware; and (b) the software functionality of the Web Interface that enables system access and use.

1.12. "**Flock Hardware**" means all Flock device(s) and physical elements provided by Flock in connection with the Flock Services.

1.13. "**Flock Property**" means the Flock Services, the Flock Software, Flock Hardware, the Web Interface, Flock's Confidential Information, and all intellectual property or proprietary information therein or otherwise provided to Customer or its Authorized End Users, including Flock's technology, patents, trade secrets, trademarks, proprietary

methods, algorithms, data models, machine learning methods, documentation, and any modifications or improvements. For clarity, Flock Property also includes any derivative works, intermediate or final outputs, analyses, reports, models, or other results generated by or through the Flock Services. Except for the limited ability to access and download Customer Data within the applicable Retention Period, no rights are granted to download, extract, export, or otherwise create or retain copies of such derivative works, outputs, or other elements of Flock Property.

1.14. “**Flock Services**” means the services provided by Flock under the Agreement as set forth in the applicable Order Form, including access to and use of the Web Interface by Customer and the provision of Flock Software and Flock Hardware.

1.15. “**Force Majeure Event**” means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party and any consequences of that event or circumstance.

1.16. “**Order Form**” means any Flock Order Form entered into by the Parties on the date hereof or following the Effective Date and incorporated herein by reference. Each Order Form will describe the Flock Services to be performed and the period for performance.

1.17. “**Permitted Purpose**” means a legitimate public safety and/or business purpose, including the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.18. “**Reinstall Fee Schedule**” means the fee schedule set forth at

<https://www.flocksafety.com/reinstall-fee-schedule>.

1.19. “**Retention Period**” means the time period that footage captured by the Flock Hardware or Customer Hardware via the Flock Services and the associated metadata is stored by Flock, as specified in the applicable Order Form.

1.20. “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Flock Services.

2. ACCESS AND USE

2.1. **Provision of Access.** Subject to compliance with the terms of the Agreement, Flock grants to Customer and its Authorized End Users a limited, non-exclusive, non-transferable right to access and use the Flock Services via the Web Interface during the term of this Agreement, solely for the Permitted Purpose. Customer shall access the Flock Services through the Web Interface only (a) through its Authorized End Users acting within the scope of their service for Customer; (b) for the internal use of Customer; and (c) from and within the United States.

2.2. **Authorized End Users.** Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without Flock’s prior written permission. Authorized End Users shall not share their account username or password

information and must protect the security of the username and password. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer shall be responsible for all acts and omissions of Authorized End Users in connection with their access and use of the Flock Services, including each Authorized End User's compliance with the terms of the Agreement and Applicable Law. Customer shall terminate any Authorized End User's access to the Flock Services (a) when such person no longer meets the definition of "Authorized End User;" (b) if conduct by such Authorized End User breaches any term of the Agreement; or (c) upon such Authorized End User's indictment, arrest, or conviction for any felony offense. Flock may restrict, suspend, or terminate an Authorized End User's access to the Flock Services if Flock determines, in its reasonable discretion, that such access has an adverse effect on Flock or any of its customers. Customer is responsible for any use of data, information, or services obtained through the Flock Services by Authorized End Users.

2.3. Access and Use Restrictions. Except as expressly permitted under the Agreement, Customer shall not and shall cause its Authorized End Users not to: (a) access or use Flock Property in connection with the provision of any services to third parties; (b) resell, rent, license, lease, provide service bureau or timeshare services, transfer, encumber, copy, distribute, publish, exhibit, transmit or otherwise make available to any third-party any Flock Property; (c) derive specifications from, reverse engineer, reverse compile, disassemble, translate, record, or create derivative works based on Flock Property; (d) use Flock Property in a manner that delays, impairs, or interferes with system functionality for others or that compromises

the security or integrity of any data, equipment, software, or system input or output, including introduction of any viruses or malware into the Web Interface; (e) use Flock Property or any part or aspect thereof in violation of Applicable Law or to mislead or harass anyone; or (f) use Flock Property, except as specifically permitted under the Agreement. Use of, or access to, Flock Property not in accordance with the terms of the Agreement is strictly prohibited. Any violation of this Section 2 will cause Flock irreparable and immediate harm, and Flock is entitled to injunctive relief to prevent such violation. In the event of a violation of this Section 2.3, Flock may temporarily suspend Customer and/or any Authorized End User's access to any portion or all of the Flock Property (a "**Service Suspension**"). Customer shall not be entitled to any remedy for any Service Suspension imposed in accordance with the Agreement, including any reimbursement, tolling, or credit.

3. SERVICES AND SUPPORT

3.1. **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone, or by email at **support@flocksafety.com** (such services collectively referred to as "**Support Services**").

3.2. **Service Disruptions.** Flock Services may be disrupted in the event that: (a) Flock's provision of the Flock Services to Customer or any Authorized End User is prohibited by

Applicable Law; (b) any third-party services required for Flock's provision of the Flock Services are interrupted; (c) the Flock Services are being used for malicious, unlawful, or otherwise unauthorized purposes; (d) there is a threat or attack on any Flock Property by a third-party; or (e) there is scheduled or emergency maintenance ("**Service Disruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Disruption to Customer, to provide updates, and to resume providing access to the Flock Services as soon as reasonably possible after the event giving rise to the Service Disruption. To the extent the Service Disruption is not caused by Customer's direct actions or omissions (or those of parties associated with Customer), the term of the Flock Services affected by such Service Disruption will be tolled by the duration of the Service Disruption for any continuous disruption lasting at least one (1) full day. For example, in the event of a Service Disruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the term of the applicable Order Form. The remedy of a credit described in this Section 3.2 will be Customer's sole and exclusive remedy for the acts or omissions of Flock relating to such Service Disruption.

4. DATA USE AND LICENSING

4.1. Customer Data. As between Flock and Customer, all right, title, and interest in and to Customer Data belong to and are retained by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock's products and services. Customer Data will be available for

Authorized End Users to access and download via the Web Interface during the applicable Retention Period. For clarity, Flock retains the exclusive right to determine and control the method, timing, format, and medium of such access or delivery, and is not obligated to provide Customer Data in any alternative form, format, or transmission method outside of the Web Interface. To the extent any Customer Data constitutes Personal Information (as defined under Applicable Laws), Flock will process such data in accordance with Applicable Law and the privacy policy set forth at <https://www.flocksafety.com/legal/privacy-policy>.

4.2. Flock Property. Except for the right to use Flock Property subject to the terms and conditions contained herein, the Agreement does not confer on Customer a license in, ownership of, or interest in Flock Property. Flock developed or acquired Flock Property exclusively at its private expense. As between the Parties, Flock Property and all right, title, and interest in and to it is and will remain the exclusive property of Flock.

5. CONFIDENTIALITY. Each Party shall exercise reasonable care to hold Confidential Information in confidence and not use it or disclose it to any other person or entity, except (a) as permitted under this Agreement or as reasonably necessary for the performance or enforcement of this Agreement; (b) as agreed in writing by the other Party; (c) for the Party's proper management and administration (provided that it obtains reasonable assurances from all recipients that they will keep the information confidential and use it only for the purpose of its disclosure; and provided further that it is responsible for all acts and omissions of any such recipient in

violation of this Section 5); (d) as required by law, including any court order, subpoena, or other valid legal process, provided that receiving Party shall, to the extent permissible, give the disclosing Party reasonable prior notice of such disclosure; or (e) as requested by a government agency to address the risk of imminent harm to any person. Any violation of this Section 5 may cause the non-violating Party irreparable and immediate harm, and such Party is entitled to injunctive relief to prevent such violation. Upon termination of this Agreement, all Confidential Information will be returned to the disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof.

6. PAYMENT OF FEES

6.1. Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices thirty (30) days from the date of each such invoice. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days following the date of the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of the Flock Services until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right. Customer shall direct all queries regarding billing or payment concerns

to billing@flocksafety.com. Flock may impose a late fee equal to the lesser of (a) 1.5%, or (b) the highest rate permitted by Applicable Law, each month on all amounts overdue beyond ten (10) days, but this charge will not waive or extend any obligation of Customer to make payments when due.

6.2. Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days' notice (email sufficient) prior to the end of the term of the applicable Order Form. Any such changes to fees shall only impact subsequent renewal terms.

6.3. Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amounts subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Flock a legally sufficient, valid tax exemption certificate authorized by the appropriate taxing authority. Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1. **Term.** These Terms & Conditions will be effective from the Effective Date and will continue in full force and effect until terminated as set forth herein. The term of each Order Form will be as set forth therein. Unless otherwise indicated on the Order Form, the subscription term of the Order Form shall be tied to the first installation of Flock Hardware, as applicable.

7.2. **Termination.** Upon termination or expiration of the Agreement or any applicable Order Form, Flock will remove any applicable Flock Hardware within a commercially reasonable time period. Either Party may terminate this Agreement effective upon written notice to the other Party if (a) the other Party defaults in performance of any material provision of the Agreement and such default is not cured within (30) days following written notice describing the specific default; (b) the other Party violates Applicable Law; (c) the other Party files a voluntary petition in bankruptcy or an involuntary petition is filed against it; (d) the other Party is adjudged bankrupt; (e) a court assumes jurisdiction of the assets of the other Party under a federal reorganization act or other statute; (f) a trustee or receiver is appointed by a court for all or a substantial portion of the assets of the other Party; (g) the other Party becomes insolvent, suspends business, or ceases to conduct its business in the ordinary course; (h) the other Party makes an assignment of its assets for the benefit of its creditors; or (i) there are no active Order Forms under these Terms & Conditions. In the event Customer terminates the Agreement pursuant to Section 7.2(a), Flock will refund Customer a pro-rata portion of the pre-paid fees for the Flock Services not received prior to the date of termination.

7.3. **Survival.** The following Sections will survive termination: 1, 4, 5, 6, 7, 8.5, 9, and 11.

7.4. **Payment Upon Termination.** Upon termination of the Agreement or any Order Form for any reason, Customer shall pay to Flock all amounts due hereunder for all Flock Services rendered through the date of termination in accordance with the terms of the Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware (a “**Defect**”), Customer must notify Flock’s technical support team. Flock shall conduct an inspection or test any Customer-reported Defect within seven (7) business days of notification, and Flock shall use commercially reasonable efforts to repair or replace, in Flock’s sole discretion, the defective Flock Hardware at no additional cost to Customer.

8.2. **Flock Representations and Warranties.** Flock represents and warrants to Customer that (a) the Flock Services, when used in accordance with the Agreement and as expressly authorized by Flock, do not infringe any valid patent, registered copyright, or other registered intellectual property right under the laws of the United States, provided that Flock makes no warranty to the extent such infringement results from (i) use of the Flock Services by Customer in combination with any data, software, or equipment not provided by Flock, where such infringement would have been avoided absent such combination, or (ii) any breach of the Agreement by, or any negligent or other wrongful act or omission of, Customer or any party acting on Customer’s behalf; (b) Flock’s personnel will perform the

Flock Services in a professional and workmanlike manner, consistent with generally accepted industry standards; and (c) Flock's personnel performing the Flock Services will be appropriately trained for their assigned roles and will perform the Flock Services in all material respects in accordance with prevailing industry standards.

8.3. Customer Representations and Warranty. Customer represents and warrants to Flock that Customer shall use the Flock Services only in compliance with the Agreement, the Permitted Purpose, and Applicable Law.

8.4. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the requisite corporate power and authority to execute and perform its obligations under the Agreement; (b) the person executing the Agreement on its behalf has the authority to bind it hereunder and that such Party's execution of the Agreement is not in violation of such Party's bylaws, certificate of incorporation, or other comparable document; (c) the execution, delivery, or performance of the Agreement will not violate or conflict with, require consent under, or result in any breach or default of (i) Applicable Law, or (ii) any covenants or agreements by which such Party or any of its assets are bound; and (d) each Party will comply with Applicable Law.

8.5. Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE FLOCK SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY

BE OBTAINED FROM USE OF THE FLOCK SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE FLOCK SERVICES ARE PROVIDED "AS IS," AND FLOCK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER. THIS SECTION 8.5 APPLIES TO THE EXTENT PERMITTED BY LAW.

8.6. Insurance. Flock will maintain the insurance policies set forth on Exhibit A attached hereto.

9. LIMITATION OF LIABILITY. FLOCK'S CUMULATIVE, AGGREGATE LIABILITY IN CONNECTION WITH, OR ARISING IN ANY WAY OR IN ANY DEGREE FROM, THE AGREEMENT, FROM THE FLOCK SERVICES, OR OTHERWISE FROM THE ACTS OR OMISSIONS OF FLOCK WILL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO FLOCK IN THE TWELVE (12) MONTHS BEFORE SUCH CLAIM AROSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES; ADDITIONAL OVERHEAD AND PAYROLL; LOST PROFITS OR BUSINESS OPPORTUNITIES; LOSS OF DATA; OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES. THIS SECTION 9 APPLIES TO THE EXTENT PERMITTED BY LAW. Customer hereby acknowledges that the remedies set forth above are reasonable and will not fail of their essential purpose.

10. FLOCK HARDWARE (APPLICABLE ONLY WHERE CUSTOMER HAS LICENSED FLOCK

HARDWARE)

10.1. **Flock Hardware.** Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust, or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and Flock shall be entitled to terminate the Agreement in accordance with Section 7.2(a). Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may immediately cut off access to the Web Interface and remove Flock Hardware at Flock's discretion. Such actions, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default, and Flock shall have the right to enforce any other legal remedy or right.

10.2. **Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan associated with each Order Form (each, a "**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including relocating, re-positioning, adjusting of the mounting, removing foliage,

replacement, and/or changes to heights of poles will incur a fee as set forth in the Reinstall Fee Schedule. Customer will receive prior notice and confirm approval of any such fees.

10.3. Customer Installation Obligations.

Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.4. Replacements In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee as set forth in the Reinstall Fee Schedule. In the event Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to the Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

10.5. Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under the Agreement, Flock shall have the right to cease work immediately.

11. MISCELLANEOUS

11.1. **Severability.** If any provision of the Agreement is found to be illegal, unenforceable, or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

11.2. **Assignment.** Neither Party may assign the Agreement or any right under the Agreement, in each case by operation of law or otherwise, except as otherwise permitted hereunder without the prior written consent of the other Party, and any attempt to assign the Agreement or any right under the Agreement in breach of the provisions of this Section 11.2 shall be null and void. The foregoing notwithstanding, either Party may assign the Agreement upon written notice to the other Party in connection with (a) any reorganization, conversion, consolidation or merger of such Party, (b) any transaction resulting in the holders (together with their affiliates) of a majority of the voting securities, membership interest or right to appoint a majority of the members of the board of directors or similar governing body of such Party as of immediately prior to such transaction, holding less than such a majority as of immediately after such transaction, or (c) any sale, transfer or exclusive license of all or a majority of the assets of such Party that are pertinent to the Agreement or, in each case of (a) through (c) whether consummated in one transaction or a series of related transactions. For the avoidance of doubt, the assigning Party and the assignee will remain liable jointly and severally for any unperformed obligations under the Agreement or any breach hereof arising prior to the effective date of any assignment of the Agreement. The Agreement is binding on the Parties and their successors and permitted assigns.

11.3. **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties relating to the Flock Services and supersedes all prior agreements, understandings, and representations relating to the Flock Services. No waiver or modification to the Agreement will be effective or binding unless signed by Customer and a duly authorized representative of Flock, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of the Agreement or be binding upon Flock, and any such terms are expressly rejected. Any mutually agreed purchase order is subject to the terms of the Agreement. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.4. **Relationship.** The Parties intend that nothing contained in the Agreement be construed to create an agency, partnership, joint venture, employment, or like relationship between the Parties, and their relationship is and will remain that of independent Parties to a contractual service relationship. Neither Party will be liable for the debts or obligations of the other Party.

11.5. **Governing Law; Dispute Resolution.** The Agreement, and any controversy or claim arising out of or relating to the Agreement (each, a "**Dispute**") shall be governed exclusively by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws principles. If any Dispute cannot be settled through direct discussions, the Parties agree to endeavor first to settle such Dispute by

mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The Parties further agree that any Dispute that remains unresolved by mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.6. **Publicity.** Flock will obtain Customer's consent before using Customer's name or logo in a manner signifying an endorsement of Flock by Customer; provided, however that Flock may refer to Customer as a current customer without first obtaining Customer's consent.

11.7. **Feedback.** Any Feedback: (a) is given to Flock without claim of intellectual property right by Customer, (b) by its receipt grants Flock a royalty free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to commercialize, use, and incorporate such Feedback into its software, services, or systems, or use as it otherwise deems necessary or desirable in its business, and (c) will not enable Customer to claim any interest in or ownership of Flock Property.

11.8. **Export.** Customer may not remove or export from the United States or allow the export or re-export of Flock Property or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or

any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("**FAR**"), section 2.101, the Flock Services, Flock Hardware, and documentation are "commercial items" according to the Department of Defense Federal Acquisition Regulation ("**DFAR**") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment, or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement.

11.9. **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.10. **Conflict.** To the extent of a conflict between the Agreement and any applicable statement of work or mutually-agreed purchase order, the Agreement controls unless explicitly stated otherwise. From time to time, Flock may offer certain special terms applicable to the Order Form in which they are included ("**Special Terms**"). To the extent that any terms of these Terms & Conditions are inconsistent or conflict with the Special Terms

set forth in any Order Form, the Special Terms shall control.

11.11. Notices. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.12. Non-Appropriation. All obligations of the Customer under the Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, if funds are not appropriated for a future fiscal year, Customer shall have the right to terminate the Agreement for non-appropriation at the end of the applicable fiscal year upon thirty (30) days' written notice to Flock. Customer shall remain responsible for all amounts incurred prior to termination, and non-appropriation shall not be based on discretionary budget decisions or operate as a termination for convenience right.

11.13. Construction. When used in the Agreement, "including" means "including without limitation."

11.14. Force Majeure.

11.14.1. If a Force Majeure Event prevents a Party from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach if (a) that Party uses reasonable efforts to perform those obligations; (b) that Party's inability to

perform those obligations is not due to its failure to (i) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event, or (ii) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event; and (c) that Party complies with its obligations under Section 11.14.2.

11.14.2. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under the Agreement.

11.15. **Third Parties.** Except as explicitly set forth herein, none of the provisions of the Agreement will be for the benefit of or enforceable by any third-party.

11.16. **Waivers.** No failure by a Party to insist upon the strict performance of any term or condition of the Agreement or to exercise any right or remedy hereunder will constitute a waiver.

11.17. **Execution.** In connection with the Flock Services, a copy of a signed document sent by PDF or fax will be deemed an original in the hands of the recipient. The Agreement may be executed in counterparts and exchanged by electronic means, each of which shall be deemed an original, and both of which together constitute only one agreement between the Parties.

EXHIBIT A
INSURANCE

1. Required Coverage. Flock shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under the Agreement and the results of that work by Flock or its agents, representatives, employees, or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of the Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of the Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (a) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (b) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

1. Types and Amounts Required. Flock shall maintain the following insurance coverage for the duration of the Agreement:

(a) Commercial General Liability insurance written on an occurrence basis with limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, liability assumed under an insured contract, independent contractors, broad-form property damage, and product and completed operations coverage;

(b) Workers Compensation insurance in accordance with statutory limits;

(c) Professional Liability/Errors and Omissions insurance with limits of Five Million Dollars (\$5,000,000) each claim and in the aggregate;

(d) Commercial Automobile Liability insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(e) Cyber Liability insurance written on a per claim basis with limits of Five Million Dollars (\$5,000,000).

[Company](#)

[Newsroom](#)

[Support](#)

[Privacy & Trust](#)

[Press](#)

[FAQs](#)

[Pricing](#)

[Contact](#)

[Careers](#)

[Call Us: 1-866-901-1781](#)

[Legal](#)

[Developer Portal](#)

[Suppliers](#)

[Accessibility Statement](#)

[Accessibility Plan](#)

[Sign In](#)



© 2026 Flock Safety. All Rights Reserved.

[Terms of Service](#)

[Privacy Policy](#)

[LPR Policy](#)

[Do Not Sell My Personal Information](#)



Prepared By: Heidi Hamilton

Presenter: Justin Messner

Date: 04/16/2026

Board & Commission: City Council

Subject: Consider approval of Resolution R-320-2026 Approving Plans and Specifications and Authorizing Ad for Bid for the Fletcher Avenue Road and Utility Extension Project

Introduction:

The Fletcher Avenue Road and Utility Extension Project will include the extension of Fletcher Ave north from its current terminus north of Fletcher Court to the segment of Fletcher Avenue that extends south from 410th Street. The road is 36' wide, matching the existing section. A 10' trail has been included on the east side of the roadway, following current city ordinance. The roadway will be designated as a Municipal State Aid Street and has been designed to MSA Standards. Trunk utilities included in the project are a 20" watermain within the Fletcher Avenue alignment, and an 18" sanitary sewer that will extend north from Goodview Avenue, turn west and connect to Fletcher Avenue.

Also included in the plans is the extension of Goodview Avenue 276' north of 402nd Street, with a 12" watermain and 10' bituminous trail on the east side. This improvement is needed to fulfill the terms of the 2020-1 Everlong Holdings TIF District and will be funded by this TIF.

The plans and specs include a bid alternate to construct the full extension of Goodview Avenue to the north and terminating in a cul de sac. The road is designed to be 32' wide and includes a 10' wide bituminous trail on the east side and a 12" watermain looped through the Industrial Park. The extension of Goodview will provide access to seven more land parcels in the Industrial Park. The additional 1,030' of roadway and 2400' of watermain are included as bid alternates. If pricing is good, the city may choose to build all of Goodview Avenue and the watermain or just build the watermain (which will be in the same alignment as the trunk sanitary sewer).

Background Information:

This roadway and utility extension provides important infrastructure connections within the Industrial Park. Construction of the roadway and utilities is being coordinated with the LP Siding project, which is also planned to begin construction this spring.

At the time of publication of this report the construction cost estimate was in the process of being updated to reflect recent plan refinements. Updated numbers will be provided to the Council when available and no later than the City Council Meeting. The 90% plan costs are included below.

The estimated construction costs at 90% for the Base Bid project are \$3,726,855. Bid Alternate 1, which includes all of Goodview Avenue and the watermain within it, has an estimated construction cost of \$1,036,326. Bid Alternate 2 includes only the 12" watermain loop and has an estimated construction cost of \$504,152.

The Plans and specification are on file with the City Engineer and will be provided upon request.

Funding/Financing:

The total estimated Base Bid Project cost with engineering is \$4.23 million. If bids come in favorably, the city may want to include the Alternate 1 or Alternate 2 in the bid award. The Base Bid is proposed to be funded as follows:

Source	Amount
Business Development Infrastructure	\$1,050,000
Program from the State of Minnesota grant	
TIF Everlong Holdings	\$78,337
Proceeds from Land Sale	\$3,102,819
Total	\$4,231,156

Next steps:

If authorized to move forward, the project schedule is outlined below.

Council Approves Plans and Specifications and Authorizes Bid	April 22, 2026
Open Bids	May 21, 2026
Council Awards Bid	May 27, 2026
Construction	June - November 2026

Staff Recommendation:

Motion to approve resolution R-320-2026 approving plans and specifications for the Fletcher Avenue Street and Utility Extension project and authorizing advertisement for bid.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-320-2026

**Resolution R-320-2026 Approving Plans and Specification and Authorizing
Advertisement for bids for the Fletcher Avenue Road and Utility Extension Project**

WHEREAS, the City has an Industrial Park that requires infrastructure improvements to support development, and

WHEREAS, WSB, the City Engineer, has estimated the cost of the Fletcher Avenue Road and Utility Extension Project at \$4.23 million including costs to complete the plans and specifications, ad for bid, construction inspection and observation, materials testing.

WHEREAS, funding for the project will be provided by a \$1.05 million Business Development Infrastructure Program grant from the State of Minnesota, Everlong Holdings TIF Funds and proceeds from the Industrial Park land sale.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH
BRANCH, MINNESOTA THAT:**

The City of North Branch Council approved the plans and specifications for the Fletcher Avenue Road and Utility Extension Project including Goodview Avenue as an alternate and Authorizes Advertisement for Bid.

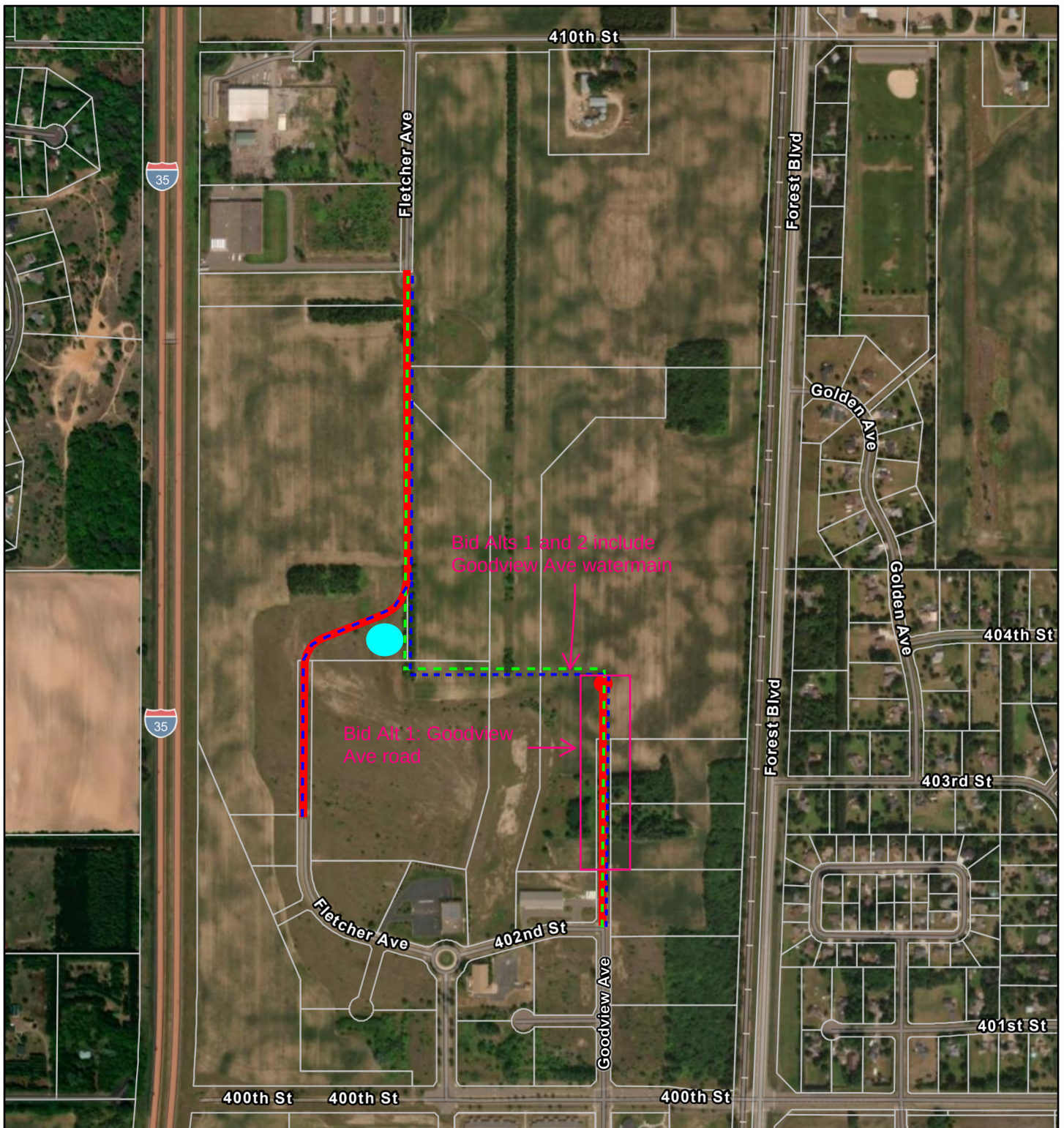
Adopted by the council on this 22nd day of April 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

Fletcher Avenue Street & Utility Extension Project



December 5, 2025

City Boundary

Parcels

Street Extension

Proposed Sanitary Sewer

Proposed Watermain

Proposed Stormwater Pond

1:12,000

0 385 770 1,540 ft
0 115 230 460 m

Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community



Prepared By: Kevin Schieber, Mayor

Presenter: Kevin Schieber, Mayor

Date: 04/16/2026

Board & Commission: City Council

Subject: Engineering Services - Initiate review of engineering services

Introduction:

Over the past few years, the city council has brought about the idea that we should open up our city engineering services contract for open bidding. For various reasons, the city has not taken the necessary steps to create a RFQ (request for quotes).

Proposed actions:

I am recommending to the city council that we direct city staff to start the process of soliciting our engineering services contract for open bidding. Before we do that, however, I believe we should first review the current statement of work with our staff so we can determine if we have the proper requirements and quality control measures in place. I am also requesting a report on what has been paid annually in services charges to the current engineering services contractor over the past 10 years. Is this something the council would like to push forward at this time?

Voting Requirements:

Voting Options Simple Majority



Prepared By: Kevin Schieber, Mayor

Presenter: Kevin Schieber, Mayor

Date: 04/16/2026

Board & Commission: City Council

Subject: Parks, Trail and Open Space Commission project priorities discussion

Introduction:

After attending several PTOS Commission meetings, one of the things I have been trying to understand is how the city prioritizes the funding approvals for the projects presented to the commission. I think the commission does a good job of working through the actions put in front of them, but it is not clear to me, other than projects listed in chronological order, why some projects are approved year over year, while others are delayed.

Proposed actions:

I am looking for a discussion from the council on how to prioritize the projects presented to the PTOS Commission. I am wondering if we need to establish clearer priority standards, possibly creating some type of ranking matrix. Looking for feedback from our staff leaders as well.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Matthew Hill, City Administrator

Presenter: Kevin Schieber, Mayor

Date: 04/16/2026

Board & Commission: City Council

Subject: City Flag - proposal to create a city flag

Introduction:

In August 2024, the city council passed resolution # R-78-2024, a Resolution in opposition to any display of the Minnesota state flag on city property (attached). The city has not flown any version of the state flag since this resolution was adopted. There has been a tremendous amount of discourse regarding the creation of a new state flag, and replacing the old version. As a point of reference, the city has three flag poles in Central Park, and when the Veterans Circle of Honor is constructed, the three flag poles will be relocated into the design.

Action: I propose the city council replace the state flag with a newly designed city flag. While the city cannot directly influence decisions at the state level, we do have control over our own community values and how we express city pride. We could turn this into an enjoyable community event by organizing a flag design contest, possibly involving local schools, which would also create a unique educational opportunity. I am looking for feedback on this idea, along with direction from staff leaders for follow actions.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-78-2024

RESOLUTION IN OPPOSITION TO ANY DISPLAY OF THE MINNESOTA STATE FLAG

WHEREAS the Governor of Minnesota Tim Walz and the 2023 Legislature created a State Emblems Redesign Commission to redesign the official state flag and official state seal, and

WHEREAS the Redesign Commission was charged with bringing recommendations on the redesign to the Legislature without a vote of the people of Minnesota no later than January 1, 2024, and

WHEREAS the official seal of the State of Minnesota has remained unchanged since 1858; the current official state flag was created in 1957 with minor modifications done in 1983, and

WHEREAS the official state flag and seal are not only symbols of our state, but also of our history and both the current official state flag and official state seal contain historical information on our farming background, Native American heritage and the co-existence that is part of the rich history of our state, and

WHEREAS there is a substantial public cost at city expense associated with making this change that does not advance the public interest, and

WHEREAS the public reaction to the new flag and emblem designs has thus far been overwhelmingly negative.

NOW, THEREFORE, BE IT RESOLVED that the North Branch City Council has hereby decided and made its choice to retain the existing state seal and state flag as the official emblems for the State of Minnesota, and

BE IT FURTHER RESOLVED that in an alternative barring any unknown State of Minnesota Statutory requirement, that the North Branch City Council has decided until further notice of a statutory change or further, a vote of the people of Minnesota on this matter, that it will not be flying nor displaying the official Minnesota State flag in the City offices or City Council Chamber nor upon any of the flag poles controlled and maintained by the City of North Branch. **NOW BE IT RESOLVED** that the authorizing authority of the City of North Branch adopts this resolution.



Prepared By: Kevin Schieber, Mayor

Presenter: Kevin Schieber, Mayor

Date: 04/17/2026

Board & Commission: City Council

Subject: City Support for Mid-Summer Days

Introduction:

This is the 100th anniversary of Mid-Summer Days, which has been hosted by the North Branch American Legion (Post 85) since the inception of the annual summer event. This is quite an achievement for the local American Legion, and this event has historically been viewed as a North Branch community event. This summer will also be the 250th birthday of our nation, only a few weeks after Mid-Summer Days.

Action:

Does the council want to consider any special support for this historic 100th anniversary celebration? A few ideas could be creating a special banner honoring the achievement. The city could also consider creating a float for the parade. I am looking for any interest or feedback from the council and city staff.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Travis Miles, Human Resources Generalist, Dan Meyer, Police Chief

Presenter: Travis Miles, Human Resources Generalist, Dan Meyer, Police Chief

Date: 04/16/2026

Board & Commission: City Council

Subject: Safer City Through Police Strategic Staffing

Background: As the City has experienced continued growth, no additional police officer positions were added between 2017 and 2022. Since 2022, four new officer positions have been approved, contributing to expanded capacity, though some coverage challenges remain. Chief of Police Meyer, Sergeants Sapp and Janssen, along with Human Resources, will provide an overview of current staffing, share observations on workforce trends, and discuss strategies to continue aligning staffing levels with community needs.

Voting Requirements:

Voting Options **Simple Majority**



A Safer City Through Strategic Staffing

City Council
4/22/2026



CITY OF
NORTH BRANCH



- 2007 – 2022 No new officer positions as city grew
- 2010 Two officers retired and Lt position unfilled
- 2016 Officer hired to replace a 2010 retirement
- 2019 Officer hired to replace a 2010 retirement
- 2022 13th Officer position added
- 2023 14th Officer position added
- 2025 15th Officer position added
- 2026 16th Officer position added
- BCA Recommends 1.6 officers/1000
 - 2024 city population 12,159
 - Based on BCA we should have 19.45 officers (20)

Staffing

Current

- Sworn Officers
 - Chief 1
 - Sergeants 2
 - Investigator 1
 - SRO 1
 - Police Officer 9
 - Total 14

- Admin Support
 - Office Manager 1
 - Admin Assistant 1

Authorized

- Sworn Officers
 - Chief 1
 - Sergeants 4
 - Investigator 2
 - SRO 1
 - Police Officer 8
 - Total 16

- Admin Support
 - Office Manager 1
 - Admin Assistant 1

Number of sworn officers

	2020	2021	2022	2023	2024	2025	2026
January	12	12	13	13	14	12	15
February	12	12	13	14	13	12	14
March	12	12	13	14	13	13	14
April	12	12	13	14	13	14	14
May	12	12	13	13	13	14	
Jun	12	12	13	14	12	15	
July	12	11	13	14	13	14	
August	11	11	13	13	13	13	
September	11	12	13	13	13	13	
October	11	12	13	13	13	13	
November	12	12	13	14	13	15	
December	12	12	13	14	13	15	

Black = All trained

Blue = 1 in FTO

Purple = 2 in FTO

Green = 3 in FTO

Number below Authorized

On track to be at
100% Staffed and
trained Nov 2026

Authorized	12	12	13	14	14	15	16
% months at 100% Authorized and Trained	58%	50%	75%	0%	0%	0%	0%

Duties

Patrol

- Sergeants
- Patrol Officers

Non-Patrol

- Chief
- Investigator
- School Resource Officer



- Slow down
 - Safety for Officer
 - Decrease risk of litigation against the city
- Calls now require more time
 - Mental Health Responses
 - Child Welfare Calls
- Our Police Officers are trained Emergency Medical Responders
 - Mental Health
 - Cardiac Emergencies

Current Schedule

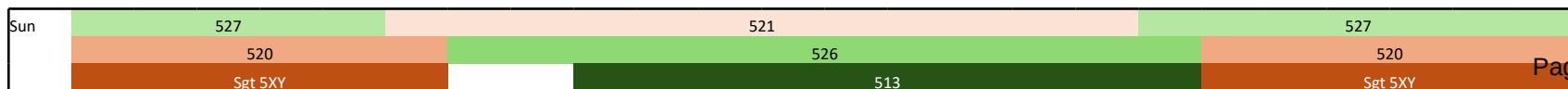
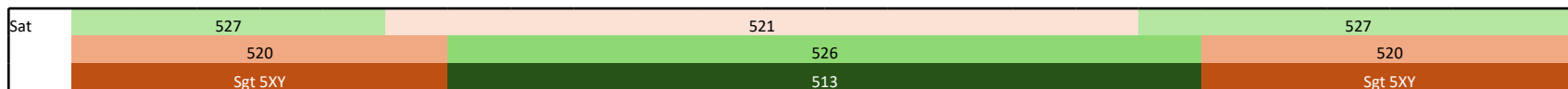
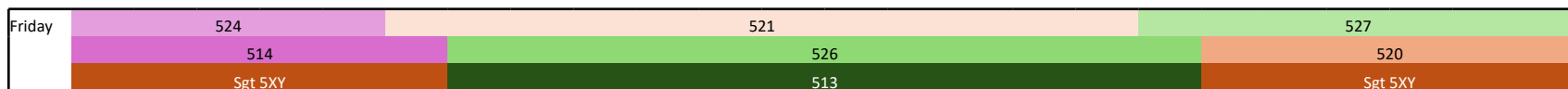
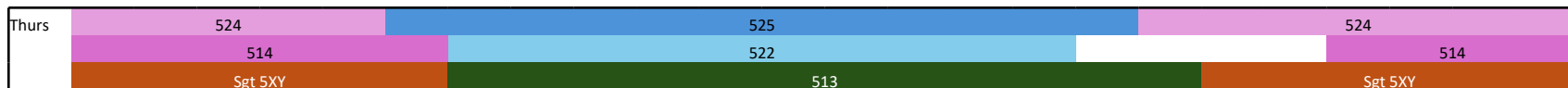
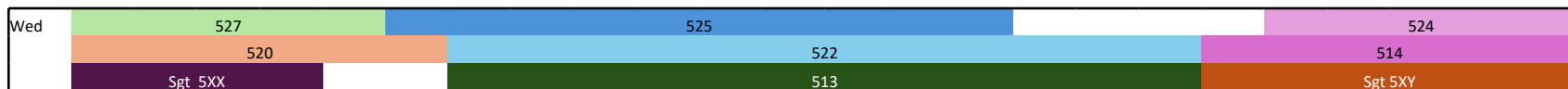
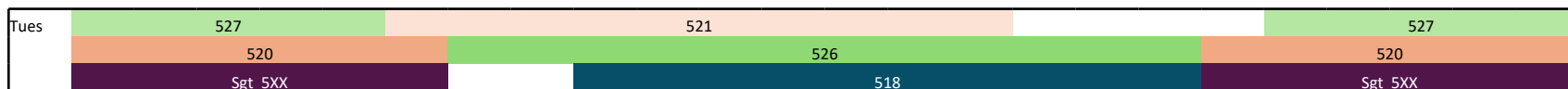
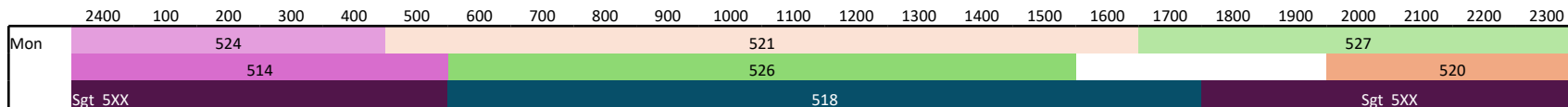


- 80 hours every two weeks
 - 5 days on
 - 5 days off
 - 2 days on
 - 2 days off

Full patrol when at four Sgts



NORTH BRANCH



Trainings

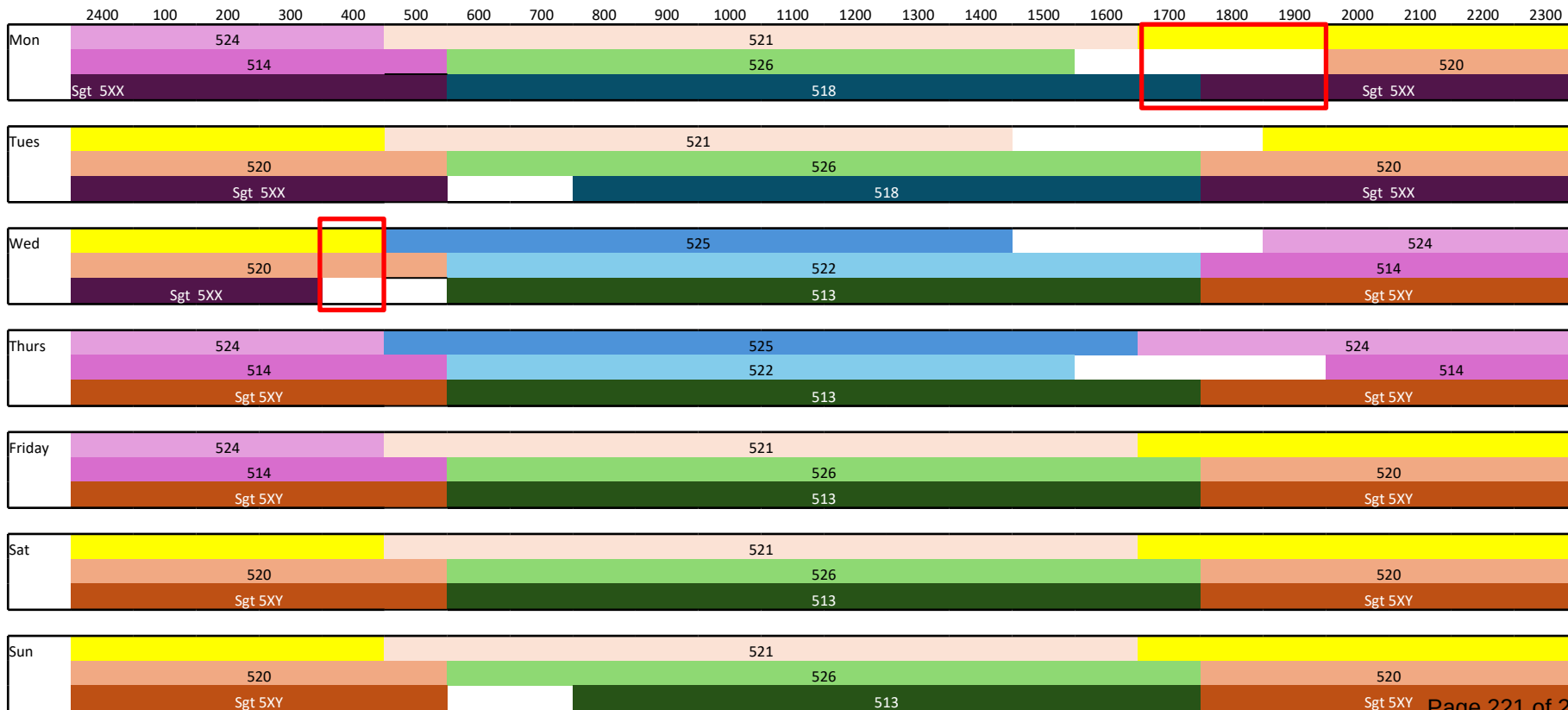
- Monthly
 - Patrol On-line Requirements
- Annual
 - Use of Force
 - Weapons Qualification
 - Shooting Fundamentals “Shooting House”
 - Inclement Weapons Qualification
 - Taser
 - Pepper Ball Training
- Every 2 years
 - CPR
 - Emergency Medical Responder
 - 16 hours of CE for EMR
- Every 5 years
 - Emergency Vehicle Operator Course
 - Pursuit Immobilization Techniques
- Other Training
 - BCA
 - Supervisor Training
 - Investigator
 - Field Training Officer
 - Drone
 - Bike Patrol
 - Crisis Intervention Team
 - School Resource Officer
 - SWAT



#527 PTO/Leave/Training



NORTH BRANCH



PTO/Leave/Training #527



- Creates one patrol 3 hours on Monday and 1 hour on Wednesday
- To fill creates 58 hours of OT
 - Banked as Comp Time
 - Paid out as OT

Comp and PTO liability

Position	Comp/PTO Hrs. Balance
1	433.33
2	464.67
3	543.08
4	326.30
5	402.27
6	212.13
7	429.91
8	282.47
9	295.34
10	459.57
11	276.45
12	85.16
13	60.03
14	82.22

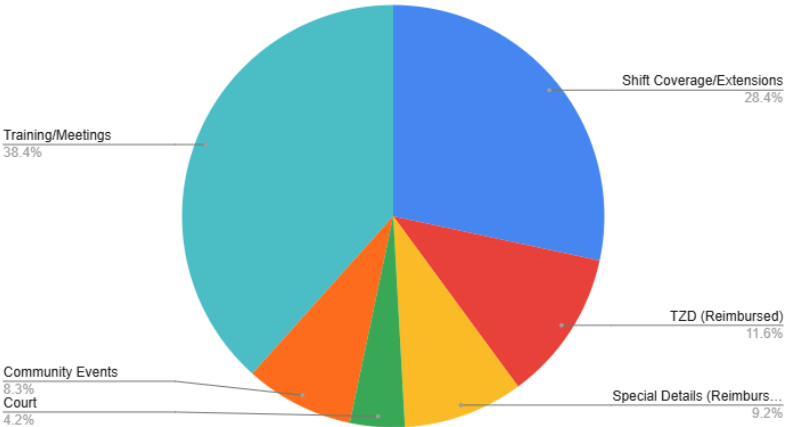
- Liability \$234,950
 - \$107,540 within 5

Comp and PTO liability

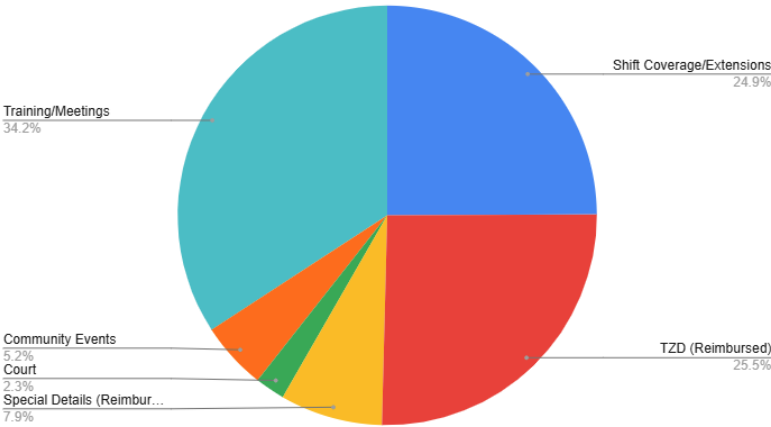
Position	Current Comp/PTO Hrs. Balance	Projected Comp/PTO Hrs. Balance EOY
1	433.33	626.25
2	464.67	657.60
3	543.08	736.01
4	326.30	519.23
5	402.27	560.12
6	212.13	352.44
7	429.91	570.22
8	282.47	422.78
9	295.34	418.11
10	459.57	582.34
11	276.45	399.22
12	85.16	207.93
13	60.03	182.80
14	82.22	204.99

- Liability 2026 EOY \$345,576.70
 - \$181,922 within 5

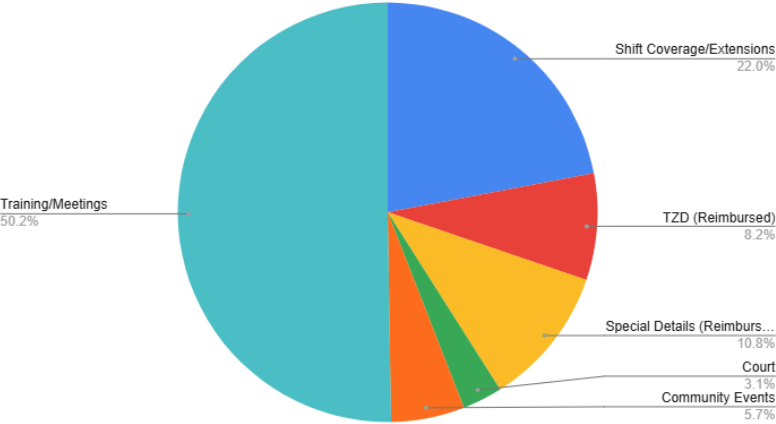
Overtime Breakdown - 2023



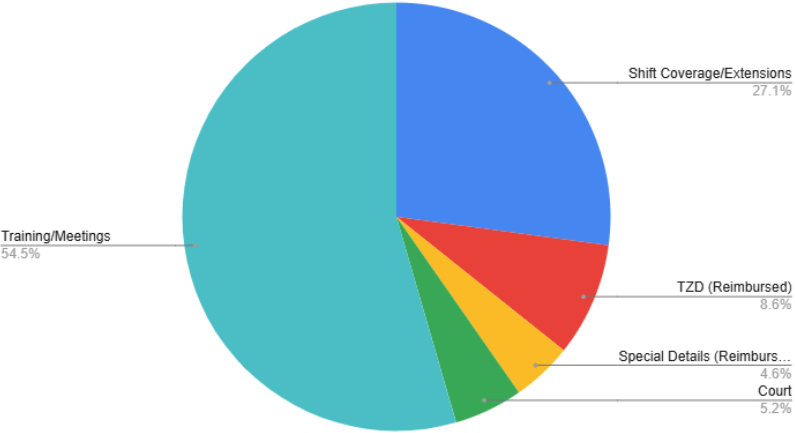
Overtime Breakdown - 2024



Overtime Breakdown - 2025



Overtime Breakdown - 2026



Overtime

- Overtime shall be distributed as equally possible among members of the bargaining unit
- Pay for OT ranges \$67.15/hr. to \$90.08/hr.
- Starting pay for an officer is \$44.77/hr.

Current contributors to coverage needs

- Military Leave
- Significant injuries
 - 1 week leave
 - > 3 month work restrictions
- Significant Illness
 - 1 week

Shift Relief Factor Patrol Staff



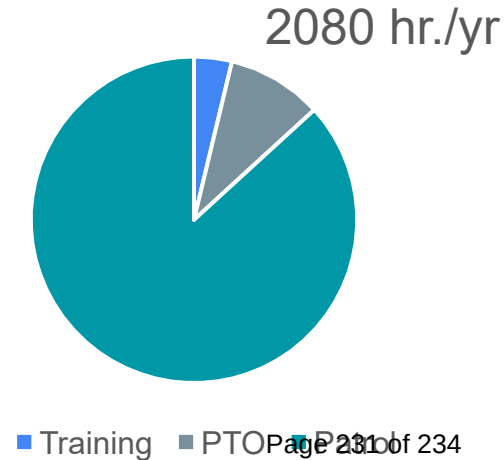
- Formula used to determine the total number of full time staff to provide 24/7/365 coverage. It computes the amount of time one employee can work based on PTO and training.

Shift Relief Factor

- To provide 24/7/365 patrol coverage per year equals 8,760 hours.
- To maintain 3 officers on at all times equals 26,280 hours per year.

Shift Relief Factor

- 1 full time employee is generally expected to work 2,080 hours per year.
- The current average PTO accrual for members of the department is 197 hours per year.
- Officers may attend training not hosted by our agency and can average 48 hours per year.



Shift Relief Factor

- Factoring in their hours of work of 2,080 hours minus 197 hours minus 48 hours equals 1,835 hours per year for patrol duties.
- With the goal of maintaining 3 patrol on at all times we take 26,280 hours divided by 1,835 hours which equals 14.32 full time employees. This results in the need for 15 full time patrol staff (patrol officers and patrol sergeants).

Staffing Goal

- Chief 1
- Lieutenant 1
- Sergeant 4
- Investigator 2
- School Resource Officer 1
- Patrol Officers 11
- Total 20



Prepared By: Dan Meyer, Police Chief, Travis Miles, Human Resources Generalist

Presenter: Dan Meyer, Police Chief, Travis Miles, Human Resources Generalist

Date: 04/17/2026

Board & Commission: City Council

Subject: Closed meeting pursuant to Minn. Stat. § 13D.05, subd. 3 (d) to receive security briefings and reports of the North Branch Police Department concerning recommendations regarding public services.

Follow-up information from Agenda Item 10.e. Safer City Through Strategic Staffing, via Closed meeting pursuant to Minn. Stat. § 13D.05, subd. 3 (d) to receive security briefings and reports of the North Branch Police Department concerning recommendations regarding public services.

Voting Requirements:

Voting Options Simple Majority