



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, MAY 13, 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. Recognition of Fire Department Officers, 2026

VERBAL
UPDATE

b. Proclamation Recognizing Public Service Week

INFO

c. Proclamation Recognizing National Police Week

VERBAL
UPDATE

d. Proclamation Recognizing National Public Works Week

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

All matters listed under Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in

which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- | | | |
|----|--|--------|
| a. | Claims | ACTION |
| b. | Approval of Minutes — Regular Meeting — April 22, 2026, 6:00 PM | ACTION |
| c. | Approval of Special Meeting Minutes — April 28, 2026, 6:00 PM | ACTION |
| d. | Recieve Legal Staff Report | INFO |
| e. | Approval of Resolution R-323-2026 Fire Service Contracts with Townships | ACTION |
| f. | Approval of Special Event Permit Application — North Branch American Legion Midsummer Days | ACTION |
| g. | Approval of Special Event Permit Application - Wildridge Block Party and Street Closure | ACTION |
| h. | Approval of Resolution R-324-2026 approving the Fireworks Permit and Contract with Minnesota Pyrotechnics LLC for a display of Fireworks/Pyrotechnics Special Effects for Midsummer Days on June 20, 2026. | ACTION |
| i. | Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - Tower Liquors | ACTION |
| j. | Approval of Mobile Food Truck License - Medinas Tacos | ACTION |
| k. | Approval of Mobile Food Truck License — Brick Oven Pizza | ACTION |
| l. | Approval of Mobile Food License - Siagon Delicious | ACTION |
| m. | Approve Massage Therapist License - Jennifer Landgren | ACTION |
| n. | Approve Massage Business License — Ardent Soul Massage | ACTION |
| o. | Approval of LG214 & LG215 permits for the Muddy Cow/Merrick, Inc. | ACTION |
| p. | Consider Approval of Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader (ALPR) Policy | ACTION |
| q. | 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 |
| r. | Approval of Resolution R-328-2026 requesting Chisago County provide a traffic speed study on Falcon Avenue | ACTION |
| s. | Approval of Resolution R-329-2026 authorizing the 2024 Overlay Pay Request #4 (Final) | ACTION |
| t. | Approval of Harder Park Disc Golf Course Improvements | ACTION |

8. PUBLIC HEARINGS

9. STAFF REPORTS

- | | | |
|----|---|------|
| a. | Finance Update | INFO |
| b. | Consider approval of change to Ordinance 407-26 pertaining to the procurement and charitable gambling proceeds for park and trail creation and maintenance funding. | INFO |

10. MAYOR/CITY COUNCIL

- a. Advisory Committees and Planning Commission updates

VERBAL
UPDATE

11. ADJOURNMENT

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

A PROCLAMATION OF THE CITY OF NORTH BRANCH, MINNESOTA, RECOGNIZING PUBLIC SERVICE RECOGNITION WEEK

WHEREAS, the health, safety, and well-being of the citizens of North Branch are maintained through the dedicated efforts of public employees who provide essential, high-quality services every day; and

WHEREAS, the staff of the City of North Branch are committed professionals who work unceasingly to safeguard the rights and freedoms of our community members; and

WHEREAS, these dedicated individuals perform vital roles in infrastructure, public safety, administration, and community development, ensuring that North Branch remains a vibrant and secure place to live and work; and

WHEREAS, it is appropriate to recognize the excellence, sacrifice, and loyalty of these public servants who have rendered such dedicated service to their community; and

NOW, THEREFORE, I, Kevin Schieber, Mayor of the City of North Branch, do hereby proclaim the week of May 3 through May 9, 2026, as:

PUBLIC SERVICE RECOGNITION WEEK

in the City of North Branch, and I call upon all citizens and civic organizations to join in honoring our dedicated staff for their unwavering commitment to public service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of North Branch to be affixed this 13th Day of 2026.

Kevin Schieber, Mayor

Attest: Tonya Kostuch, City Clerk

A PROCLAMATION OF THE CITY OF NORTH BRANCH, MINNESOTA, RECOGNIZING NATIONAL POLICE WEEK

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the International Association of Chiefs of Police has declared law enforcement officer safety and wellness a top priority, and the IACP's Center for Officer Safety and Wellness promotes the importance of individual, agency, family, and community safety and wellness awareness; and

WHEREAS, the members of the North Branch Police Department play an essential role in safeguarding the rights and freedoms of the citizens of North Branch; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the police department of the City of North Branch has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, Kevin Schieber, Mayor of the City of North Branch, do hereby proclaim the week of May 10 through May 16, 2026, as:

POLICE WEEK

in the City of North Branch, and I call upon all citizens and upon all patriotic, civil and educational organizations to observe this week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of North Branch to observe May 15, 2026, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of North Branch to be affixed this 13th day of May, 2026.

Kevin Schieber, Mayor

Attest: Tonya Kostuch, City Clerk

A PROCLAMATION OF THE CITY OF NORTH BRANCH RECOGNIZING NATIONAL PUBLIC WORKS WEEK

National Public Works Week

"Rooted in Service, Powered by Community"

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are vital to sustainable and resilient communities, as well as public health, high quality of life, and the well-being of the people of North Branch, Minnesota; and,

WHEREAS, these infrastructure, facilities, and services—including the maintenance of roads, water systems, and public spaces—cannot be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in North Branch to understand and stay engaged with the significance of public works and programs in their communities; and,

WHEREAS, the theme "Rooted in Service, Powered by Community" celebrates the essential, often hidden, infrastructure services provided by professionals that showcase their role in community safety and development;

NOW, THEREFORE, I, Kevin Schieber, Mayor of North Branch, hereby designate the week of May 17–23, 2026, as National Public Works Week. I encourage all citizens to join in recognizing the significant contributions our public works professionals make to safeguarding our health and safety and enhancing the quality of life in our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of North Branch to be affixed this 13th Day of May, 2026.

Kevin Schieber, Mayor

Attest:

Tonya Kostuch, City Clerk



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

6136 to 6140 - \$85,195.22

Checks

93357 to 93462 - \$703,416.34

Payroll

04/24/2026 - \$123,340.31

5/8/2026 - \$124,019.70

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 04/24/2026 - 9:18AM
Batch: 00005.04.2026 - 04242026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1646 0424 AMER	Ameritas 4/24/2026 PAYROLL	90.00	04/24/2026	Check Sequence: 1 101-00000-21705	ACH Enabled: False
	Check Total:	90.00			
Vendor: 2222 CUST 8729	MELISSA & MATTHEW ANDERSON WATER/SEWER USAGE/REFUND	39.99	12/19/2024	Check Sequence: 2 615-00000-11500	ACH Enabled: False
	Check Total:	39.99			
Vendor: 2144 8050814116	AT&T BILLING @ HAND ACCT	31.14	04/24/2026	Check Sequence: 3 101-41420-50321	ACH Enabled: False
	Check Total:	31.14			
Vendor: 1269 JUNE 2026 JUNE 2026	IUOE LOCAL 49 FRINGE BENEFIT CITY HEALTH JUNE 2026 PW HEALTH JUNE 2026	59,117.00 23,450.00	04/24/2026 04/24/2026	Check Sequence: 4 101-00000-21706 101-00000-21706	ACH Enabled: False
	Check Total:	82,567.00			
Vendor: 2137 CUST 11368 CUST 11368 CUST 11368	RANDY & TYLER LEHTO WATER/SEWER REFUND CUST 11368 WATER/SEWER REFUND CUST 11368 WATER/SEWER REFUND CUST 11368	-6.87 19.16 -4.79	07/12/2024 07/12/2024 07/12/2024	Check Sequence: 5 615-00000-11500 612-00000-11500 602-00000-11500	ACH Enabled: False
	Check Total:	7.50			
Vendor: 1432 MAY 2026	NCPERS Group Life Ins. NCPERS/MAY 2026	48.00	04/24/2026	Check Sequence: 6 101-00000-21714	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	48.00			
Vendor: UB*00037	PINECREEK COUNTRY COLLECTIBLES & ANTIQUE			Check Sequence: 7	ACH Enabled: False
	Refund Check 012499-000, 6344 MAIN ST	18.51	04/15/2025	602-00000-20200	
	Refund Check 012499-000, 6344 MAIN ST	1.92	04/15/2025	615-00000-20200	
	Refund Check 012499-000, 6344 MAIN ST	0.62	04/15/2025	602-00000-20200	
	Refund Check 012499-000, 6344 MAIN ST	0.40	04/15/2025	615-00000-20200	
	Refund Check 012499-000, 6344 MAIN ST	7.95	04/15/2025	612-00000-20200	
	Refund Check 012499-000, 6344 MAIN ST	25.53	04/15/2025	615-00000-20200	
	Refund Check 012499-000, 6344 MAIN ST	1.03	04/15/2025	615-00000-20200	
	Check Total:	55.96			
Vendor: 2332	REGENTS OF THE UNIVERSITY OF MINNESOTA			Check Sequence: 8	ACH Enabled: False
300038972	Local Options Sales Tax Study	3,000.00	04/24/2026	101-41110-50300	
	Check Total:	3,000.00			
Vendor: 1897	Nathan M. Sondrol			Check Sequence: 9	ACH Enabled: False
PID 11.01072.02	REIMBURSEMENT TAXES PAID	3.00	04/24/2026	476-46500-50455	
	Check Total:	3.00			
Vendor: 2102	THE ESTATE OF JOHN LIDHART			Check Sequence: 10	ACH Enabled: False
38282 EXPLORER	Storm Sewer AR	84.14	04/19/2024	612-00000-11500	
38282 EXPLORER	Sewer AR	-4.35	04/19/2024	602-00000-11500	
38282 EXPLORER	Water AR	-5.90	04/19/2024	615-00000-11500	
	Check Total:	73.89			
Vendor: UB*00046	MEGAN & SPENCER WERNESS			Check Sequence: 11	ACH Enabled: False
	Refund Check 006590-000, 6488 377TH ST	0.35	06/23/2025	612-00000-20200	
	Refund Check 006590-000, 6488 377TH ST	3.76	06/23/2025	602-00000-20200	
	Refund Check 006590-000, 6488 377TH ST	1.12	06/23/2025	615-00000-20200	
	Refund Check 006590-000, 6488 377TH ST	0.01	06/23/2025	615-00000-20200	
	Refund Check 006590-000, 6488 377TH ST	0.82	06/23/2025	602-00000-20200	
	Refund Check 006590-000, 6488 377TH ST	2.44	06/23/2025	615-00000-20200	
	Refund Check 006590-000, 6488 377TH ST	0.04	06/23/2025	615-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	8.54			
	Total for Check Run:	85,925.02			
	Total of Number of Checks:	11			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
 Printed: 05/01/2026 - 1:03PM
 Batch: 00001.05.2026 - 05012026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1004	A-1 Tire Service, Inc.			Check Sequence: 1	ACH Enabled: False
115550	PW R&M Equip	184.00	05/01/2026	101-43000-50404	
	Check Total:	184.00			
Vendor: 2140	ALERT 360 OPCO, INC.			Check Sequence: 2	ACH Enabled: False
17222780	MONITORING	56.16	05/01/2026	101-41420-50300	
17222781	MONITORING	70.45	05/01/2026	101-41420-50300	
	Check Total:	126.61			
Vendor: UB*00126	ALLIANT FINANCE, LLC			Check Sequence: 3	ACH Enabled: False
	Refund Check 013108-000, 6818 376TH ST	51.51	04/24/2026	602-00000-20200	
	Refund Check 013108-000, 6818 376TH ST	22.13	04/24/2026	612-00000-20200	
	Refund Check 013108-000, 6818 376TH ST	71.04	04/24/2026	615-00000-20200	
	Refund Check 013108-000, 6818 376TH ST	4.51	04/24/2026	615-00000-20200	
	Check Total:	149.19			
Vendor: 1662	AMAZON CAPITAL SERVICES			Check Sequence: 4	ACH Enabled: False
16J7-MCCF-7M3K	PW OPERATING SUPPLIES	19.12	05/01/2026	101-43000-50210	
173P-WD4H-64NT	PROTECTIVE EYEWEAR	75.05	05/01/2026	101-42110-50237	
1GX6-3PN4-4HYY	ACCESSORY RAIL	21.80	05/01/2026	101-42110-50237	
1NYL-XF96-WRXQ	PROTECTIVE EYEWEAR	13.50	05/01/2026	101-42110-50237	
1WKJ-4R91-GW1P	OPERATING SUPPLIES	16.01	05/01/2026	609-48000-50210	
1WKJ-4R91-GW1P	OPERATING SUPPLIES	70.64	05/01/2026	609-49750-50210	
1WWR-KNG3-YGQF	WIRED MOUSE	16.58	05/01/2026	101-41420-50210	
1X3W-KV1X-7DD6	Standing Desk Power Cord	14.97	05/01/2026	101-41420-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	247.67			
Vendor: 1029	Artisan Beer Company			Check Sequence: 5	ACH Enabled: False
3847521	THC	637.00	05/01/2026	609-49750-50254	
3847522	THC	269.50	05/01/2026	609-49750-50254	
3847523	THC	280.00	05/01/2026	609-48000-50254	
3847524	THC	333.50	05/01/2026	609-48000-50254	
3849456	THC	256.00	05/01/2026	609-49750-50254	
3849457	THC	196.00	05/01/2026	609-48000-50254	
3849458	THC	342.60	05/01/2026	609-48000-50254	
	Check Total:	2,314.60			
Vendor: 1031	Aspen Mills			Check Sequence: 6	ACH Enabled: False
374847	RESERVE OFFICER UNIFORM ITEMS	91.90	05/01/2026	101-42110-50237	
	Check Total:	91.90			
Vendor: 2207	BEAUDRY OIL & SERVICE, INC			Check Sequence: 7	ACH Enabled: False
3257273	PW MOTOR FUEL	6,990.30	05/01/2026	101-43000-50212	
	Check Total:	6,990.30			
Vendor: 1049	BELLBOY CORPORATION			Check Sequence: 8	ACH Enabled: False
0111 052800	N/A SALES	25.06	05/01/2026	609-49750-50250	
0211080700	LIQUOR	2,632.39	05/01/2026	609-49750-50251	
0211080700	WINE	201.32	05/01/2026	609-49750-50253	
0300882200	THC	431.90	05/01/2026	609-49750-50254	
	Check Total:	3,290.67			
Vendor: 1052	BERNICKS			Check Sequence: 9	ACH Enabled: False
10481102	BEER	1,249.00	05/01/2026	609-48000-50252	
10481103	BEER CREDIT	-143.76	05/01/2026	609-48000-50252	
10481107	BEER	1,906.40	05/01/2026	609-49750-50252	
10481108	N/A SALES	19.20	05/01/2026	609-49750-50250	
10481109	BEER CREDIT	-148.90	05/01/2026	609-49750-50252	
10483644	N/A SALES	52.00	05/01/2026	609-48000-50250	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10483644	BEER	1,243.85	05/01/2026	609-48000-50252	
10483650	BEER	5,091.30	05/01/2026	609-49750-50252	
10483650	N/A SALES	125.00	05/01/2026	609-49750-50250	
10483651	N/A SALES	26.71	05/01/2026	609-49750-50250	
10483652	BEER CREDIT	-12.84	05/01/2026	609-49750-50252	
	Check Total:	9,407.96			
Vendor: 1066	BREAKTHRU BEVERAGE MN WINE & SPIRITS, LLC			Check Sequence: 10	ACH Enabled: False
126571585	BEER	570.00	05/01/2026	609-49750-50252	
126572780	LIQUOR	3,115.77	05/01/2026	609-49750-50251	
126572781	N/A SALES	166.40	05/01/2026	609-49750-50250	
	Check Total:	3,852.17			
Vendor: 1092	CENTRAL PENSION FUND			Check Sequence: 11	ACH Enabled: False
APR 2026	APRIL 2026 CENTRAL PENSION FUND	5,153.91	05/01/2026	101-00000-21705	
	Check Total:	5,153.91			
Vendor: 2324	COMPASS GROUP NAD			Check Sequence: 12	ACH Enabled: False
163531	PD COFFEE	94.00	05/01/2026	101-42110-50210	
	Check Total:	94.00			
Vendor: 2206	Core & Main LP			Check Sequence: 13	ACH Enabled: False
INV0028897	SANITARY SEWER SUPPLIES	330.00	05/01/2026	602-49450-50210	
INV0029344	Wastewater R/M Equip	180.97	05/01/2026	602-49450-50210	
	Check Total:	510.97			
Vendor: 1129	DAHLHEIMER DISTRIBUTING			Check Sequence: 14	ACH Enabled: False
2744558	BEER CREDIT	-34.00	05/01/2026	609-49750-50252	
2748738	LIQUOR	193.60	05/01/2026	609-49750-50251	
2748761	LIQUOR	52.60	05/01/2026	609-48000-50251	
2748762	BEER	2,178.72	05/01/2026	609-48000-50252	
2748763	N/A SALES	249.97	05/01/2026	609-49750-50250	
2748764	THC	1,156.50	05/01/2026	609-49750-50254	
2748765	BEER	7,053.15	05/01/2026	609-49750-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2754936	THC	1,051.50	05/01/2026	609-49750-50254	
2754946	N/A SALES	135.60	05/01/2026	609-49750-50250	
2754954	LIQUOR	216.00	05/01/2026	609-49750-50251	
2754962	BEER	6,467.70	05/01/2026	609-49750-50252	
2755223	N/A SALES	31.00	05/01/2026	609-48000-50250	
2755224	THC	213.50	05/01/2026	609-48000-50254	
2755225	LIQUOR	159.20	05/01/2026	609-48000-50251	
2755226	BEER	2,320.35	05/01/2026	609-48000-50252	
972-00416	BEER CREDIT	-21.60	05/01/2026	609-49750-50252	
	Check Total:	21,423.79			
Vendor: UB*00132	AALIYAH DAVIS			Check Sequence: 15	ACH Enabled: False
	Refund Check 007152-000, 38456 COVENTRY	9.26	04/24/2026	602-00000-20200	
	Refund Check 007152-000, 38456 COVENTRY	28.20	04/24/2026	602-00000-20200	
	Refund Check 007152-000, 38456 COVENTRY	3.97	04/24/2026	612-00000-20200	
	Refund Check 007152-000, 38456 COVENTRY	0.82	04/24/2026	615-00000-20200	
	Refund Check 007152-000, 38456 COVENTRY	12.80	04/24/2026	615-00000-20200	
	Refund Check 007152-000, 38456 COVENTRY	18.25	04/24/2026	615-00000-20200	
	Check Total:	73.30			
Vendor: 2331	EJ EQUIPMENT, INC			Check Sequence: 16	ACH Enabled: False
R00001	Sanitary Sewer Rentals	15,000.00	05/01/2026	602-49450-50415	
	Check Total:	15,000.00			
Vendor: 2240	GigFire LLC			Check Sequence: 17	ACH Enabled: False
814843	North Branch Parks Wifi system	70.00	05/01/2026	101-41420-50243	
	Check Total:	70.00			
Vendor: UB*00130	REBECCA GUION			Check Sequence: 18	ACH Enabled: False
	Refund Check 009698-000, 38624 GRAND AVI	9.33	04/24/2026	615-00000-20200	
	Refund Check 009698-000, 38624 GRAND AVI	4.45	04/24/2026	602-00000-20200	
	Refund Check 009698-000, 38624 GRAND AVI	0.59	04/24/2026	615-00000-20200	
	Refund Check 009698-000, 38624 GRAND AVI	2.90	04/24/2026	612-00000-20200	
	Refund Check 009698-000, 38624 GRAND AVI	6.75	04/24/2026	602-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 009698-000, 38624 GRAND AVI	2.88	04/24/2026	615-00000-20200	
	Check Total:	26.90			
Vendor: 1234 14977438	Hach Company			Check Sequence: 19	ACH Enabled: False
	WATER TESTING SERVICES	388.60	05/01/2026	615-49550-50315	
	Check Total:	388.60			
Vendor: 2335 26-30689	IMPOSSIBLE KITTY ENTERPRISES, INC			Check Sequence: 20	ACH Enabled: False
	AP CHECKS	261.63	05/01/2026	101-41940-50210	
	Check Total:	261.63			
Vendor: 1265 1951223-5	Isanti-Chisago County Star			Check Sequence: 21	ACH Enabled: False
	PUBLIC NOTICES X3	26.83	05/01/2026	101-41910-50351	
	Check Total:	26.83			
Vendor: 1279	JOHNSON BROTHERS LIQUOR CO			Check Sequence: 22	ACH Enabled: False
1032559	WINE	1,488.50	05/01/2026	609-49750-50253	
1032560	LIQUOR	403.75	05/01/2026	609-49750-50251	
1032561	LIQUOR	999.95	05/01/2026	609-49750-50251	
1032562	WINE	200.55	05/01/2026	609-49750-50253	
1032563	LIQUOR	109.90	05/01/2026	609-48000-50251	
1032564	WINE	825.30	05/01/2026	609-48000-50253	
1032565	LIQUOR	222.75	05/01/2026	609-48000-50251	
1032566	LIQUOR	597.10	05/01/2026	609-48000-50251	
1032567	WINE	152.75	05/01/2026	609-48000-50253	
1037156	LIQUOR	274.98	05/01/2026	609-49750-50251	
1037157	WINE	1,785.14	05/01/2026	609-49750-50253	
1037158	LIQUOR	3,824.69	05/01/2026	609-49750-50251	
1037160	LIQUOR	913.47	05/01/2026	609-49750-50251	
1037161	WINE	47.80	05/01/2026	609-49750-50253	
1037162	LIQUOR	757.96	05/01/2026	609-48000-50251	
1037163	LIQUOR	516.80	05/01/2026	609-48000-50251	
1037164	LIQUOR	63.87	05/01/2026	609-48000-50251	
1037165	WINE	401.36	05/01/2026	609-48000-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		13,586.62			
Vendor: 2313	KREATIV HQ. LLC			Check Sequence: 23	ACH Enabled: False
7335	BUSINESS CARDS - MF	77.49	05/01/2026	101-43000-50210	
7335	BUSINESS CARDS - MM	77.49	05/01/2026	101-42400-50210	
Check Total:		154.98			
Vendor: UB*00128	JESSE LAMBERT			Check Sequence: 24	ACH Enabled: False
	Refund Check 005096-000, 6126 COUGAR TR	16.90	04/24/2026	612-00000-20200	
	Refund Check 005096-000, 6126 COUGAR TR	39.33	04/24/2026	602-00000-20200	
	Refund Check 005096-000, 6126 COUGAR TR	3.45	04/24/2026	615-00000-20200	
	Refund Check 005096-000, 6126 COUGAR TR	54.25	04/24/2026	615-00000-20200	
	Refund Check 005096-000, 6126 COUGAR TR	0.08	04/24/2026	615-00000-20200	
	Refund Check 005096-000, 6126 COUGAR TR	0.14	04/24/2026	602-00000-20200	
Check Total:		114.15			
Vendor: 1643	McDonald Distributing			Check Sequence: 25	ACH Enabled: False
856292	BEER	323.85	05/01/2026	609-48000-50252	
856292	LIQUOR	248.30	05/01/2026	609-48000-50251	
856436	LIQUOR	168.70	05/01/2026	609-49750-50251	
856437	BEER	2,113.90	05/01/2026	609-49750-50252	
856437	KEG DEPOSIT	30.00	05/01/2026	609-00000-11560	
856437	N/A SALES	89.90	05/01/2026	609-49750-50250	
857462	BEER CREDIT	-11.40	05/01/2026	609-48000-50252	
857483	BEER	3,116.95	05/01/2026	609-48000-50252	
857493	LIQUOR	291.10	05/01/2026	609-49750-50251	
857497	BEER	15,918.40	05/01/2026	609-49750-50252	
857497	N/A SALES	90.90	05/01/2026	609-49750-50250	
857519	BEER CREDIT	-6.00	05/01/2026	609-48000-50252	
8740888	BEER CREDIT	-41.60	05/01/2026	609-49750-50252	
Check Total:		22,333.00			
Vendor: UB*00127	WILBER & MARJORIE MESSER			Check Sequence: 26	ACH Enabled: False
	Refund Check 007502-000, 38280 GREAT OAF	32.46	04/24/2026	602-00000-20200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 007502-000, 38280 GREAT OAF	1.36	04/24/2026	615-00000-20200	
	Refund Check 007502-000, 38280 GREAT OAF	21.02	04/24/2026	615-00000-20200	
	Refund Check 007502-000, 38280 GREAT OAF	6.64	04/24/2026	612-00000-20200	
	Refund Check 007502-000, 38280 GREAT OAF	15.45	04/24/2026	602-00000-20200	
	Refund Check 007502-000, 38280 GREAT OAF	21.31	04/24/2026	615-00000-20200	
	Check Total:	98.24			
Vendor: 1353	MIDCONTINENT			Check Sequence: 27	ACH Enabled: False
16640100115371	CITY WIDE INTERNET	1,391.28	05/01/2026	101-41420-50243	
	Check Total:	1,391.28			
Vendor: 1691	Motorola Solutions, Inc.			Check Sequence: 28	ACH Enabled: False
8282311833	BATTERY	99.00	05/01/2026	101-42110-50210	
	Check Total:	99.00			
Vendor: 2334	MW CONCRETE			Check Sequence: 29	ACH Enabled: False
16.00292.00	FACADE IMP. GRANT PROGRAM	9,820.00	05/01/2026	201-46500-50430	
	Check Total:	9,820.00			
Vendor: 1474	PHILLIPS WINE & SPIRITS, INC			Check Sequence: 30	ACH Enabled: False
5158541	LIQUOR	1,036.50	05/01/2026	609-49750-50251	
5162132	LIQUOR	4,403.95	05/01/2026	609-49750-50251	
5162133	WINE	142.40	05/01/2026	609-49750-50253	
5162134	N/A SALES	89.90	05/01/2026	609-49750-50250	
5162135	LIQUOR	1,416.53	05/01/2026	609-48000-50251	
	Check Total:	7,089.28			
Vendor: 2232	Pryes Brewing Company LLC			Check Sequence: 31	ACH Enabled: False
W-120479	BEER	45.00	05/01/2026	609-48000-50252	
W-120481	BEER	195.00	05/01/2026	609-49750-50252	
	Check Total:	240.00			
Vendor: 2019	QUADIENT, INC			Check Sequence: 32	ACH Enabled: False
Q2334193	BILL STUFFER	137.99	05/01/2026	602-49450-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Q2334193	BILL STUFFER	137.99	05/01/2026	615-49550-50210	
Q2334193	BILL STUFFER	137.99	05/01/2026	612-49700-50210	
	Check Total:	413.97			
Vendor: 2288	SNAP-ON CREDIT LLC			Check Sequence: 33	ACH Enabled: False
MAY 2025	SCAN TOOL SUBS FOR MAY 2025	94.00	05/01/2026	101-43000-50433	
	Check Total:	94.00			
Vendor: 1534	SOUTHERN GLAZERS WINE & SPIRITS OF MINNESOTA			Check Sequence: 34	ACH Enabled: False
2746847	LIQUOR	514.65	05/01/2026	609-48000-50251	
2746847	WINE	174.95	05/01/2026	609-48000-50253	
2747332	LIQUOR	1,727.91	05/01/2026	609-49750-50251	
2747333	WINE	1.55	05/01/2026	609-49750-50253	
2747334	WINE	184.17	05/01/2026	609-49750-50253	
2749501	WINE	659.97	05/01/2026	609-48000-50253	
2749501	LIQUOR	1,609.78	05/01/2026	609-48000-50251	
2750000	LIQUOR	2,004.96	05/01/2026	609-49750-50251	
2750001	WINE	374.47	05/01/2026	609-49750-50253	
	Check Total:	7,252.41			
Vendor: 1343	Justin Strayer			Check Sequence: 35	ACH Enabled: False
IN-39538	BEER	312.75	05/01/2026	609-48000-50252	
	Check Total:	312.75			
Vendor: UB*00131	JEFF TURBENSON			Check Sequence: 36	ACH Enabled: False
	Refund Check 012203-000, 38615 HENNA CIR	94.47	04/24/2026	612-00000-20200	
	Refund Check 012203-000, 38615 HENNA CIR	29.57	04/24/2026	602-00000-20200	
	Refund Check 012203-000, 38615 HENNA CIR	19.26	04/24/2026	615-00000-20200	
	Refund Check 012203-000, 38615 HENNA CIR	219.88	04/24/2026	602-00000-20200	
	Refund Check 012203-000, 38615 HENNA CIR	19.26	04/24/2026	615-00000-20200	
	Refund Check 012203-000, 38615 HENNA CIR	303.28	04/24/2026	615-00000-20200	
	Check Total:	685.72			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 37	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3902491	N/A SALES	206.70	05/01/2026	609-49750-50250	
	Check Total:	206.70			
Vendor: 2330	VISU-SEWER, LLC			Check Sequence: 38	ACH Enabled: False
39833	Old Town SEWER INSPECTION	12,820.50	05/01/2026	602-49450-50315	
	Check Total:	12,820.50			
Vendor: 1611	WATSON COMPANY			Check Sequence: 39	ACH Enabled: False
157431	N/A SALES	1,882.35	05/01/2026	609-49750-50250	
	Check Total:	1,882.35			
Vendor: UB*00129	TIM AND PAMELA WATTERS			Check Sequence: 40	ACH Enabled: False
	Refund Check 006774-000, 39094 RIVERSIDE	5.06	04/24/2026	612-00000-20200	
	Refund Check 006774-000, 39094 RIVERSIDE	1.03	04/24/2026	615-00000-20200	
	Refund Check 006774-000, 39094 RIVERSIDE	0.42	04/24/2026	615-00000-20200	
	Refund Check 006774-000, 39094 RIVERSIDE	0.64	04/24/2026	602-00000-20200	
	Refund Check 006774-000, 39094 RIVERSIDE	16.26	04/24/2026	615-00000-20200	
	Refund Check 006774-000, 39094 RIVERSIDE	11.79	04/24/2026	602-00000-20200	
	Check Total:	35.20			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 41	ACH Enabled: False
MAR 2026	R-031777-000-3 2026 ENG FEES	10,581.50	05/01/2026	101-41700-50303	
MAR 2026	R-032250-000-4 OLD TOWN ST/UTIL	5,965.33	05/01/2026	615-49550-50303	
MAR 2026	R-032813-000-4 LP EXP FINISH	1,195.50	05/01/2026	476-46500-50303	
MAR 2026	R-032786-000-3 WELLHEAD PROTECTION	9,271.25	05/01/2026	615-49550-50303	
MAR 2026	R-028146-000-5 MAIN ST APT	70.00	05/01/2026	101-00000-21181	
MAR 2026	R-035293-000-1 DATAFI	4,800.00	05/01/2026	101-45000-50300	
MAR 2026	R-032627-000-4 FAIRWAY FIELD	1,825.50	05/01/2026	101-00000-21187	
MAR 2026	R-032810-000-4 FLETCHER AVE EXT	30,778.25	05/01/2026	476-46500-50303	
MAR 2026	R-024317-000-21 MEADOWS RIDGE	70.00	05/01/2026	101-00000-21165	
MAR 2026	R-032250-000-4 OLD TOWN ST/UTIL	5,965.34	05/01/2026	602-49450-50303	
MAR 2026	R-035292-000-1 ZINPRO EXP	130.50	05/01/2026	101-00000-21192	
MAR 2026	R-019771-000-38 MS4 SERVICES	1,395.00	05/01/2026	612-49700-50303	
MAR 2026	R-032809-000-4 2026 PAVE IMP	9,285.00	05/01/2026	101-43000-50303	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
MAR 2026	R-027113-000-14 2025 COMP SS	171.75	05/01/2026	602-49450-50303	
MAR 2026	R-032250-000-4 OLD TOWN ST/UTIL	5,965.33	05/01/2026	612-49700-50303	
MAR 2026	R-033098-000-3 ESSBY BUS PK 5TH	2,199.00	05/01/2026	476-46500-50303	
MAR 2026	R-035290-000-1 SHERWOOD PINES 2ND	198.50	05/01/2026	101-00000-21177	
	Check Total:	89,867.75			
Vendor: 1637	Ziegler Cat			Check Sequence: 42	ACH Enabled: False
IN002339598	Gen Preventative Maint Contract	4,455.33	05/01/2026	620-00000-15500	
IN002339598	Gen Preventative Maint Contract	22,277.45	05/01/2026	620-49600-50404	
	Check Total:	26,732.78			
	Total for Check Run:	264,915.68			
	Total of Number of Checks:	42			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 05/08/2026 - 2:15PM
Batch: 00002.05.2026 - 05082026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2059	Abdo LLP			Check Sequence: 1	ACH Enabled: False
522688	2025 AUDIT	421.52	05/08/2026	609-48000-50301	
522688	2025 AUDIT	665.56	05/08/2026	620-49600-50301	
522688	2025 AUDIT	820.86	05/08/2026	609-49750-50301	
522688	2025 AUDIT	5,546.33	05/08/2026	615-49550-50301	
522688	2025 AUDIT	467.67	05/08/2026	201-46500-50301	
522688	2025 AUDIT	12,645.63	05/08/2026	101-41500-50301	
522688	2025 AUDIT	998.34	05/08/2026	612-49700-50301	
522688	2025 AUDIT	2,884.09	05/08/2026	602-49450-50301	
	Check Total:	24,450.00			
Vendor: 1005	ACE SOLID WASTE			Check Sequence: 2	ACH Enabled: False
13151777T067	REFUSE	261.52	05/08/2026	602-49450-50387	
13151777T067	REFUSE	209.83	05/08/2026	101-42280-50387	
13151777T067	REFUSE	335.64	05/08/2026	101-43000-50387	
13151777T067	REFUSE	118.87	05/08/2026	101-45500-50387	
13151777T067	REFUSE	63.36	05/08/2026	615-49550-50387	
13151777T067	REFUSE	244.22	05/08/2026	101-41940-50387	
13151777T067	REFUSE	155.25	05/08/2026	609-49750-50387	
13151777T067	REFUSE	128.79	05/08/2026	615-49550-50387	
	Check Total:	1,517.48			
Vendor: 1662	AMAZON CAPITAL SERVICES			Check Sequence: 3	ACH Enabled: False
11H6-RLTM-6Q7J	CONNECTORS	125.99	05/08/2026	615-49550-50210	
1493-Y9C6-1PX6	TRAINING SUPPLIES	28.99	05/08/2026	101-42110-50332	
16W1-9MHK-L7N7	JOB FAIR SUPPLIES	55.93	05/08/2026	101-43000-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1CRT-P13V-KJ6G	LAPTOP CHARGER	40.84	05/08/2026	101-41420-50201	
1PLC-L7HD-9DF7	PARK SUPPLIES	63.98	05/08/2026	101-45000-50210	
1VP7-QJDW-6VHF	OPERATING SUPPLIES	168.65	05/07/2026	609-49750-50210	
	Check Total:	484.38			
Vendor: 1646	Ameritas			Check Sequence: 4	ACH Enabled: False
0508 AMER	05/08/2026 PAYROLL DEF COMP	90.00	05/08/2026	101-00000-21705	
	Check Total:	90.00			
Vendor: 1031	Aspen Mills			Check Sequence: 5	ACH Enabled: False
374794	EB PANT - CV	58.95	05/08/2026	101-42280-50237	
374795	EB PANT/BELT - BM	92.80	05/08/2026	101-42280-50237	
	Check Total:	151.75			
Vendor: 1036	AT & T MOBILITY			Check Sequence: 6	ACH Enabled: False
287294264933X05	PUBLIC SAFETY PHONES	77.54	05/08/2026	101-41420-50321	
287294265529X05	CITY EMPLOYEE PHONES	1,343.02	05/08/2026	101-41420-50321	
	Check Total:	1,420.56			
Vendor: 1049	BELLBOY CORPORATION			Check Sequence: 7	ACH Enabled: False
0111103100	OPERATING SUPPLIES	99.45	05/07/2026	609-48000-50210	
0211216700	LIQUOR	1,457.35	05/07/2026	609-49750-50251	
0211217200	LIQUOR	1,107.20	05/07/2026	609-48000-50251	
	Check Total:	2,664.00			
Vendor: 1052	BERNICKS			Check Sequence: 8	ACH Enabled: False
10486457	BEER	1,556.50	05/07/2026	609-48000-50252	
10486458	BEER CREDIT	-108.88	05/07/2026	609-48000-50252	
10486471	BEER	4,624.90	05/07/2026	609-49750-50252	
10486471	N/A SALES	98.40	05/07/2026	609-49750-50250	
10486472	THC CREDIT	-37.80	05/07/2026	609-49750-50254	
10486473	BEER CREDIT	-269.04	05/07/2026	609-49750-50252	
	Check Total:	5,864.08			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1888 10001429112	Blaine Brothers Maintenance, Inc. STORM WATER R/M	2,572.95	05/08/2026	Check Sequence: 9 612-49700-50404	ACH Enabled: False
	Check Total:	2,572.95			
Vendor: 2338 1246	BOYD JR, JOHN E FD DOOR/WINDOW REPAIRS	1,630.00	05/08/2026	Check Sequence: 10 101-42280-50401	ACH Enabled: False
	Check Total:	1,630.00			
Vendor: 1066 126787367 126787511 414641999 414642172 414642184	BREAKTHRU BEVERAGE MN WINE & SPIRITS, LLC LIQUOR LIQUOR LIQUOR CREDIT LIQUOR CREDIT LIQUOR CREDIT	822.90 4,015.57 -2.16 -103.50 -427.50	05/07/2026 05/07/2026 05/07/2026 05/07/2026 05/07/2026	Check Sequence: 11 609-48000-50251 609-49750-50251 609-49750-50251 609-48000-50251 609-49750-50251	ACH Enabled: False
	Check Total:	4,305.31			
Vendor: 1082 3283314 3283314 3283314 3283314 3283319	Capitol Beverage Sales LP LIQUOR BEER N/A THC BEER	450.00 814.60 91.88 80.00 503.00	05/07/2026 05/07/2026 05/07/2026 05/07/2026 05/07/2026	Check Sequence: 12 609-49750-50251 609-49750-50252 609-49750-50250 609-49750-50254 609-48000-50252	ACH Enabled: False
	Check Total:	1,939.48			
Vendor: 1109 4265384276 4266822316 4266822417 4266822417 4266822417 4266822417 4266822417 4266822417 4266822417 4266822417	CINTAS UNIFORMS UNIFORMS SHOP TOWELS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS	9.12 30.53 10.55 0.40 4.35 9.50 75.71 1.34 2.77	05/08/2026 05/08/2026 05/08/2026 05/08/2026 05/08/2026 05/08/2026 05/08/2026 05/08/2026 05/08/2026 05/08/2026	Check Sequence: 13 602-49450-50237 602-49450-50237 101-43000-50237 609-49750-50237 101-41940-50237 101-45000-50237 101-43000-50237 101-42110-50237 101-45500-50237	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4266822417	UNIFORMS	9.12	05/08/2026	602-49450-50237	
4266822417	UNIFORMS	2.57	05/08/2026	620-49600-50237	
4266822417	UNIFORMS	27.24	05/08/2026	615-49550-50237	
4266822417	UNIFORMS	6.42	05/08/2026	612-49700-50237	
4267554277	UNIFORMS	30.53	05/08/2026	602-49450-50237	
4267554277	SHOP MATS	33.63	05/08/2026	602-49450-50210	
4267554493	UNIFORMS	9.50	05/08/2026	101-45000-50237	
4267554493	UNIFORMS	0.40	05/08/2026	609-49750-50237	
4267554493	UNIFORMS	1.34	05/08/2026	101-42110-50237	
4267554493	UNIFORMS	4.35	05/08/2026	101-41940-50237	
4267554493	UNIFORMS	75.71	05/08/2026	101-43000-50237	
4267554493	UNIFORMS	2.57	05/08/2026	620-49600-50237	
4267554493	SUPPLIES/MATS	31.47	05/08/2026	615-49550-50210	
4267554493	UNIFORMS	27.24	05/08/2026	615-49550-50237	
4267554493	UNIFORMS	6.42	05/08/2026	612-49700-50237	
4267554493	UNIFORMS	9.12	05/08/2026	602-49450-50237	
4267554493	SUPPLIES/MATS	33.70	05/08/2026	101-43000-50210	
4267554493	UNIFORMS	2.77	05/08/2026	101-45500-50237	
4267568170	SUPPLIES/MATS	27.31	05/08/2026	101-45500-50210	
4267568185	SUPPLIES/MATS	14.42	05/08/2026	101-42280-50210	
4267568211	SUPPLIES/MATS	58.32	05/08/2026	609-49750-50210	
4267568223	SUPPLIES/MATS	70.92	05/08/2026	101-41940-50210	
4267568327	SUPPLIES/MATS	20.00	05/08/2026	615-49550-50210	
4267568359	SUPPLIES/MATS	48.49	05/08/2026	609-48000-50210	
Check Total:		697.83			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 14	ACH Enabled: False
02-603997	N/A SALES	96.08	05/07/2026	609-48000-50250	
02-603999	N/A SALES	133.52	05/07/2026	609-49750-50250	
Check Total:		229.60			
Vendor: 1129	DAHLHEIMER DISTRIBUTING			Check Sequence: 15	ACH Enabled: False
2760926	THC	120.00	05/07/2026	609-49750-50254	
2760954	LIQUOR	214.60	05/07/2026	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2760967	THC	311.00	05/07/2026	609-48000-50254	
2760968	N/A SALES	62.10	05/07/2026	609-48000-50250	
2760969	BEER	1,775.00	05/07/2026	609-48000-50252	
2761291	N/A SALES	226.30	05/07/2026	609-49750-50250	
2761292	LIQUOR	697.80	05/07/2026	609-49750-50251	
2761293	BEER	9,751.55	05/07/2026	609-49750-50252	
	Check Total:	13,158.35			
Vendor: 1143	Dr Pepper Snapple Group			Check Sequence: 16	ACH Enabled: False
4849209593	N/A SALES	215.56	05/07/2026	609-49750-50250	
	Check Total:	215.56			
Vendor: 1480	FERGUSON US HOLDINGS, INC.			Check Sequence: 17	ACH Enabled: False
0308827	WATER EQUIP R/M	822.73	05/08/2026	615-49550-50400	
0308828	WATER COLLECTION SYS REPAIR	329.80	05/08/2026	615-49550-50407	
0308829	WATER COLLECTION SYS REPAIR	258.23	05/08/2026	615-49550-50407	
0309366	WATER EQUIP R/M	65.90	05/08/2026	615-49550-50400	
	Check Total:	1,476.66			
Vendor: 2205	FES, Inc.			Check Sequence: 18	ACH Enabled: False
21848	COAT/SUSPENDERS - CV	4,263.14	05/08/2026	101-42280-50201	
21912	LTC Hanging Name Panel	128.19	05/08/2026	101-42280-50201	
21918	LTC Garment Repair	696.26	05/08/2026	101-42280-50201	
21926	LTC Garment Repair	212.88	05/08/2026	101-42280-50201	
	Check Total:	5,300.47			
Vendor: 1187	Fisk Tire & Auto-NB			Check Sequence: 19	ACH Enabled: False
318339	SKID LOADER TIRE	104.07	05/08/2026	101-43000-50404	
	Check Total:	104.07			
Vendor: 1252	Hotsy Equipment Of Minnesota			Check Sequence: 20	ACH Enabled: False
29091	FD BLDG R/M	1,195.80	05/08/2026	101-42280-50401	
	Check Total:	1,195.80			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1279	JOHNSON BROTHERS LIQUOR CO			Check Sequence: 21	ACH Enabled: False
1042416	LIQUOR	2,727.60	05/07/2026	609-49750-50251	
1042417	WINE	113.70	05/07/2026	609-49750-50253	
1042418	LIQUOR	281.40	05/07/2026	609-48000-50251	
1042419	LIQUOR	1,823.65	05/07/2026	609-49750-50251	
1042420	N/A SALES	38.90	05/07/2026	609-49750-50250	
1042421	WINE	95.60	05/07/2026	609-49750-50253	
1042422	LIQUOR	1,750.73	05/07/2026	609-49750-50251	
1042424	LIQUOR	665.15	05/07/2026	609-48000-50251	
1042425	LIQUOR	1,950.00	05/07/2026	609-48000-50251	
1042426	N/A SALES	77.80	05/07/2026	609-48000-50250	
1042427	LIQUOR	1,219.00	05/07/2026	609-48000-50251	
168903	LIQUOR CREDIT	-2.53	05/07/2026	609-49750-50251	
176690	LIQUOR CREDIT	-13.66	05/07/2026	609-49750-50251	
177437	LIQUOR CREDIT	-427.72	05/07/2026	609-49750-50251	
177438	LIQUOR CREDIT	-1,007.31	05/07/2026	609-48000-50251	
179560	LIQUOR CREDIT	-6.14	05/07/2026	609-49750-50251	
179561	LIQUOR CREDIT	-264.09	05/07/2026	609-49750-50251	
179663	LIQUOR CREDIT	-7.00	05/07/2026	609-48000-50251	
179664	LIQUOR CREDIT	-8.66	05/07/2026	609-48000-50253	
179801	LIQUOR CREDIT	-9.00	05/07/2026	609-49750-50251	
180376	LIQUOR CREDIT	-43.17	05/07/2026	609-49750-50251	
	Check Total:	8,954.25			
Vendor: 1685	Lakes Brewing Company			Check Sequence: 22	ACH Enabled: False
002642	BEER	133.00	05/07/2026	609-49750-50252	
	Check Total:	133.00			
Vendor: 1878	Larkin Hoffman Attorneys			Check Sequence: 23	ACH Enabled: False
874313-MAR2026	Legislative Representation	2,500.00	05/08/2026	101-41800-50300	
	Check Total:	2,500.00			
Vendor: 1302	Law Enforcement Labor Services			Check Sequence: 24	ACH Enabled: False
MAY 2026	PD UNION DUES MAY 2026	879.00	05/08/2026	101-00000-21708	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	879.00			
Vendor: 1304	League Of Minnesota Cities			Check Sequence: 25	ACH Enabled: False
450360	SAFETY & LOSS CONTROL WORKSHOP	20.00	05/08/2026	101-43000-50332	
	Check Total:	20.00			
Vendor: 1308	LegalShield			Check Sequence: 26	ACH Enabled: False
MAY 2026	EMP PR W/H MAY 2026	46.85	05/08/2026	101-00000-21712	
	Check Total:	46.85			
Vendor: 1580	Loess Hills Holdings Inc			Check Sequence: 27	ACH Enabled: False
PS-INV103128	WasteWater Lift Station R/M	988.68	04/17/2026	602-49450-50404	
PS-INV103138	WasteWater Lift Station R/M	600.00	04/17/2026	602-49450-50404	
	Check Total:	1,588.68			
Vendor: 1176	M Health Fairview			Check Sequence: 28	ACH Enabled: False
15009135703	VISIT 15009135703 ON 3/19/2026	35.00	05/08/2026	101-43000-50406	
	Check Total:	35.00			
Vendor: 2339	MATKAITI, TONY			Check Sequence: 29	ACH Enabled: False
2026 ANN MEAL	FD ANNUAL MEAL/AWARD DINNER	1,800.00	05/08/2026	208-42280-50210	
	Check Total:	1,800.00			
Vendor: 1643	McDonald Distributing			Check Sequence: 30	ACH Enabled: False
858437	BEER CREDIT	-214.33	05/07/2026	609-49750-50252	
858452	BEER	706.39	05/07/2026	609-48000-50252	
858452	N/A SALES	23.93	05/07/2026	609-48000-50250	
858452	LIQUOR	109.83	05/07/2026	609-48000-50251	
858471	BEER CREDIT	-55.21	05/07/2026	609-48000-50252	
858577	LIQUOR	561.20	05/07/2026	609-49750-50251	
858578	BEER	5,504.40	05/07/2026	609-49750-50252	
8740902	KEG DEPOSIT	-30.00	05/07/2026	609-00000-11560	
	Check Total:	6,606.21			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1348 INV3080021	Metro Sales Inc. COPY MACHINE LEASE	259.00	05/08/2026	Check Sequence: 31 101-41420-50219	ACH Enabled: False
	Check Total:	259.00			
Vendor: 1393 15450	MN Fire Service Certification RETEST FEE 470 HAZMAT	225.00	05/08/2026	Check Sequence: 32 101-42280-50332	ACH Enabled: False
	Check Total:	225.00			
Vendor: 1404 MAY 2026	MN TEAMSTERS #320 MAY 2026 TEAMSTERS UNION DUES	1,777.00	05/08/2026	Check Sequence: 33 101-00000-21708	ACH Enabled: False
	Check Total:	1,777.00			
Vendor: 2118 42926-1	Nelco Electric LLC FD NEW POWER 40A 208V SINGLE	650.16	05/08/2026	Check Sequence: 34 101-42280-50401	ACH Enabled: False
	Check Total:	650.16			
Vendor: 2293 APRIL 2026	On-Line Retrievers APRIL 2026 ANIMAL CONTROL	400.00	05/08/2026	Check Sequence: 35 101-42700-50310	ACH Enabled: False
	Check Total:	400.00			
Vendor: 1474 5165911	PHILLIPS WINE & SPIRITS, INC LIQUOR	525.90	05/07/2026	Check Sequence: 36 609-49750-50251	ACH Enabled: False
5165912	WINE	831.90	05/07/2026	609-49750-50253	
5165913	LIQUOR	18.87	05/07/2026	609-49750-50251	
5165913	N/A SALES	150.23	05/07/2026	609-49750-50250	
5165914	LIQUOR	395.60	05/07/2026	609-48000-50251	
5165915	LIQUOR	311.75	05/07/2026	609-48000-50251	
5165915	WINE	321.30	05/07/2026	609-48000-50253	
5165916	N/A SALES	158.10	05/07/2026	609-48000-50250	
573329	LIQUOR CREDIT	-2.14	05/07/2026	609-49750-50251	
578282	WINE CREDIT	-44.00	05/07/2026	609-49750-50253	
	Check Total:	2,667.51			
Vendor: 1884	SUSO 4 North Branch, LP Pine Tree Commercial Realty			Check Sequence: 37	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	STORE 2 RENT JUNE 2026	6,574.33	05/07/2026	609-48000-50412	
CREDIT	STORE 2 CREDIT	-19.40	05/07/2026	609-48000-50412	
OVER CHARGED	STORE 2 OVER CHARGED	20.93	05/07/2026	609-48000-50412	
	Check Total:	6,575.86			
Vendor: 1987	POMP'S TIRE SERVICE INC			Check Sequence: 38	ACH Enabled: False
150201655	PW TIRES	1,249.20	05/08/2026	101-43000-50404	
2390035101	SKIDSTEER TIRES	784.60	05/08/2026	101-43000-50404	
	Check Total:	2,033.80			
Vendor: 1484	Premium Waters Inc.			Check Sequence: 39	ACH Enabled: False
311422231	5 Gal Btl Dep	30.00	05/08/2026	101-42280-50401	
855536-04-26	OPERATING SUPPLIES	11.76	05/07/2026	609-49750-50210	
	Check Total:	41.76			
Vendor: 2068	QUALITY LOCKSMITH, INC.			Check Sequence: 40	ACH Enabled: False
QLS32665	REPAIRS ON LIQUOR STORE SAFE	729.75	05/07/2026	609-49750-50404	
	Check Total:	729.75			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 41	ACH Enabled: False
B021063	WASTEWATER LAB TESTING	130.20	05/08/2026	602-49450-50315	
B021197	WASTEWATER LAB TESTING	130.20	05/08/2026	602-49450-50315	
B021372	WASTEWATER LAB TESTING	130.20	05/08/2026	602-49450-50315	
B021914	ANNUAL COMPOST TEST	479.00	05/08/2026	612-49700-50300	
B022100	WASTEWATER LAB TESTING	151.20	05/08/2026	602-49450-50315	
B022107	WATER LAB TESTING	105.00	05/08/2026	615-49550-50315	
B022156	WATER LAB TESTING	30.00	05/08/2026	615-49550-50315	
B022193	WASTEWATER LAB TEST	151.20	05/08/2026	602-49450-50300	
D087089	BIOSOLID TESTING	677.60	05/08/2026	602-49450-50315	
	Check Total:	1,984.60			
Vendor: 2257	Row Sewer Service			Check Sequence: 42	ACH Enabled: False
394	PARK BATHROOM RENTALS 4/20 TO 5/17	1,755.00	05/08/2026	101-45000-50415	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,755.00			
Vendor: 2116	Amy Schweigert			Check Sequence: 43	ACH Enabled: False
1277	NBFD Meeting Attendance	424.00	05/08/2026	101-42280-50300	
	Check Total:	424.00			
Vendor: 1534	SOUTHERN GLAZERS WINE & SPIRITS OF MINNESOTA			Check Sequence: 44	ACH Enabled: False
2752066	LIQUOR	58.70	05/07/2026	609-48000-50251	
2752066	WINE	99.50	05/07/2026	609-48000-50253	
2752586	LIQUOR	179.27	05/07/2026	609-49750-50251	
2752587	WINE	283.67	05/07/2026	609-49750-50253	
	Check Total:	621.14			
Vendor: 1542	Staples			Check Sequence: 45	ACH Enabled: False
700966116	OFFICE SUPPLIES	378.41	05/08/2026	101-41940-50210	
	Check Total:	378.41			
Vendor: 1550	STREICHERS			Check Sequence: 46	ACH Enabled: False
I1824203	VEST	445.00	05/08/2026	101-42110-50201	
I1824434	UNIFORMS - JS	49.98	05/08/2026	101-42110-50237	
	Check Total:	494.98			
Vendor: 2254	TENVOORDE FORD, INC.			Check Sequence: 47	ACH Enabled: False
268237	NEW SQUAD - **31362	42,973.44	05/08/2026	701-70100-50550	
268238	NEW SQUAD - **31461	42,973.44	05/08/2026	701-70100-50550	
268239	NEW SQUAD - **31438	42,973.44	05/08/2026	701-70100-50550	
	Check Total:	128,920.32			
Vendor: 2336	TILLER CORPORATION			Check Sequence: 48	ACH Enabled: False
49058892	PW STREET MAINT	242.87	05/08/2026	101-43000-50224	
	Check Total:	242.87			
Vendor: 2340	TRI-STATE BOBCAT, INC			Check Sequence: 49	ACH Enabled: False
S43130	2026 BOBCAT	71,497.00	05/08/2026	701-70100-50550	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	71,497.00			
Vendor: 1584	U.S. Bank Equipment Finance			Check Sequence: 50	ACH Enabled: False
580786408	COPY MACHINE LEASE	1,124.08	05/08/2026	101-41420-50219	
	Check Total:	1,124.08			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 51	ACH Enabled: False
3919806	N/A SALES	218.80	05/07/2026	609-49750-50250	
	Check Total:	218.80			
Vendor: 1621	Windstream			Check Sequence: 52	ACH Enabled: False
11734875-5/2026	INTERNET 4/25/2026 TO 5/24/2026	319.37	05/08/2026	101-41420-50243	
	Check Total:	319.37			
Vendor: 1637	Ziegler Cat			Check Sequence: 53	ACH Enabled: False
IN002339597	GEN PREVENT MAINT CONTRACT 2026-27	22,277.45	05/08/2026	620-49600-50404	
IN002339597	GEN PREVENT MAINT CONTRACT 2026-27	4,455.33	05/08/2026	620-00000-15500	
IN002373574	GEN EQUIP R/M	149.60	05/08/2026	620-49600-50404	
IN002390507	BATTERIES	744.18	05/08/2026	615-49550-50404	
IN002390507	BATTERIES	1,116.27	05/08/2026	602-49450-50404	
IN002390507	BATTERIES	5,238.84	05/08/2026	620-49600-50404	
SI000786105	GEN EQUIP R/M	3,222.24	05/08/2026	620-49600-50404	
	Check Total:	37,203.91			
	Total for Check Run:	352,575.64			
	Total of Number of Checks:	53			

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 5/8/2026 3:10 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
6136	1585	United States Treasury	04/24/2026	38,235.68
6137	1468	PERA (Payroll W/H)	04/24/2026	34,555.78
6138	1362	MINNESOTA REVENUE	04/24/2026	578.23
6139	1372	Minnesota State Retirement	04/24/2026	2,997.51
6140	1118	Commissioner Of Revenue (W/H)	04/24/2026	8,828.02
Report Total (5 checks):				85,195.22



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**

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 22, 2026

1. CALL TO ORDER

Mayor Kevin Schieber the City Council 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 Patrick Meacham, Councilmember Robert Canada

Absent:

Remote:

Others Present:

Notes:

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

Mayor Kevin Schieber requested to move 7L from the Content Agenda to 9a under Staff Reports and 9d under Staff Reports to 9b under Staff Reports.

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

5. PRESENTATION & PROCLAMATION

a. Lynn Cornwell from Moreton Capital Markets INFO

Lynn Cornwell from Moreton Capital Markets gave a presentation regarding the City of North Branch's investment portfolio.

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.

Kendra Bordon, Kris Kring and Ken Norberg gave Public Comment.

7. CONSENT AGENDA

Mayor Kevin Schieber requested to move 7L from the Content Agenda to 9a under Staff Reports and 9d under Staff Reports to 9b under Staff Reports.

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

- | | |
|---|--------|
| 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 the hiring of Michael Mullen as the Building Official for the City of North Branch ACTION
- m. 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
- n. Notice of change to Public Works hours: May 23, 2026 - September 4, 2026 INFO
- o. Approval of Resolution R-318-2026 Low Bid for Project Water Tower #3 Rehabilitation ACTION
- p. Approval of Resolution R-319-2026 to amend the 2025 Transfer Budget ACTION

8. PUBLIC HEARINGS

9. STAFF REPORTS

- a. Approval of Resolution R-315-2026 to Amend 2026 Budget ACTION

Mayor Kevin Schieber asked why the City is switching from OnPing to Total Control Systems, Inc. for the generation plant and water systems. The Public Works Director, Matt Fraley explained that it's a very unique system, and the integrators have difficulty work with OnPing, it hasn't really functioned as intended and we haven't been able to get our generation systems running properly. The plan is to transition to a more standard SCADA system that will better serve the city long-term.

Motion to Approve Resolution R-315-2026 to Amend 2026 Budget.

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

- b. 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

Justin Messner from WSB presented the approval of Resolution R-320-2026 Approving Plans and Specifications and Authorizing Ad for Bid for the Fletcher Avenue Road and Utility Extension Project.

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" water main 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" water main 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" water main 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 water main are included as bid alternates. If pricing is good, the city may choose to build all of Goodview Avenue and the water main or just build the water main (which will be in the same alignment as the trunk sanitary sewer).

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 water main within it, has an estimated construction cost of \$1,036,326. Bid Alternate 2 includes only the 12" water main loop and has an estimated construction cost of \$504,152.

The plans and specifications are on file with the City Engineer and will be provided upon request.

The total estimated Base Bid Project cost with engineering is \$4.23 million. If bids come unfavorably, the city may want to include 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

If authorized moving forward, the project schedule is outlined below.

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

Motion to Approve Resolution R-320-2026 Approving Plans and Specifications and Authorizing Ad for Bid for the Fletcher Avenue Road and Utility Extension Project.

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

c. Consider ordinance #410-26 amending the City of North Branch Fee Schedule ACTION

City Administrator Matthew Hill presented Ordinance #410-26 amending the City of North Branch Fee Schedule.

The following adjustments are proposed for inclusion in the updated City Fee Schedule:

- 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.

Motion to amend the City of North Branch Fee Schedule ordinance #410-26.

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

NOTES:

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

Police Chief Dan Meyer presented the 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, the intent would be to allow for limited data sharing with 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

Police Chief Dan Meyer 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 remove an agency if concerns arise about system use. The draft language also builds on 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. The 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.

Motion was to table this until the first meeting in May. The Council is going to send some changes that they would like to the policy.

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

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

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. At the April 8th City Council meeting, a public hearing was held 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: \$63,000
- Installation fees: Waived by Flock Safety if approved

Some questions that arose during the last city council meeting were 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. 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.

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.

Motion was to table this until the first meeting in May.

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

10. MAYOR/CITY COUNCIL

- a. Engineering Services - Initiate review of engineering services

VERBAL
UPDATE

Mayor Kevin Schieber presented Engineering Services — Initiate review of engineering services. 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).

The Mayor is recommending to the City Council that the City Council direct city staff to start the process of soliciting our engineering services contract for open bidding. The Mayor stated that before we do that, however, 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. The Mayor is also requesting a report on what has been paid annually in service 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?

It was agreed to have a work session in the future to start the process of soliciting our engineering services contract for open bidding.

- b. Parks, Trail and Open Space Commission project priorities discussion VERBAL
UPDATE

Mayor Kevin Schieber presented the Parks, Trail and Open Space Commission project priorities discussion.

The Mayor said, 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. 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.

The consensus was to have a work session to discuss how to prioritize the projects that are presented to the Parks, Trails and Open Spaces Commission.

- c. City Flag - proposal to create a city flag VERBAL
UPDATE

Mayor Kevin Schieber presented a proposal to create a City flag. 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.

The Mayor said, 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.

It was agreed that this isn't a high priority, possibly a public hearing and inviting conversation from the community.

- d. City Support for Mid-Summer Days VERBAL
UPDATE

Mayor Kevin Schieber presented City support for Mid-Summer Days. 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.

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. The Mayor is looking for any interest or feedback from the council and city staff.

There was some discussion about helping to market and advertise, possibly on Facebook or the City Website or getting a banner.

e. Safer City Through Police Strategic Staffing

INFO

Human Resources Generalist Travis Miles presented the Safer City Through Police Strategic Staffing. 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.

From 2007 to 2022, the city did not add any new officer positions. During that time, staffing declined: in 2010, two officers retired and were not replaced, and a lieutenant was promoted to chief without back filling the lieutenant role—leaving the department down three positions by 2016. Staffing recovery began slowly. One position was refilled around 2016, and another in 2019. Despite continued city growth, the police force did not keep pace. New positions were finally added in recent years: the 13th officer in 2022, 14th in 2023, 15th in 2025, and now a 16th position this year. Based on a recommended staffing level of 1.6 officers per 1,000 residents, a city of 12,000 should have about 20 officers. With only 16 positions, the department remains understaffed.

Currently, the department includes a chief, sergeants (with hiring in progress to reach four), one investigator (with a second pending staffing levels), one school resource officer, and patrol officers, supported by administrative staff. However, staffing challenges persist. Since 2023, the department has not had a fully staffed, fully trained patrol force, contributing to continued overtime needs. Although hiring has increased, many recruits are new graduates who require training time before becoming fully deployable. Two contingent hires are in progress, and once they complete training, the department expects to reach full staffing by the end of the year.

A common question has been: why aren't the chief, investigator, or school resource officer (SRO) regularly on patrol? The chief's role has become increasingly administrative, especially since 2010. Expanded state mandates, policy requirements, training oversight, audits, budgeting, and personnel matters now take up most of the time, limiting availability for patrol. The SRO is assigned to the school under a contract that prioritizes their presence there during the day. While they can assist on patrol when needed, this is kept to a minimum to meet school obligations. The investigator focuses on follow-up work such as interviews, coordination with the county attorney and social services, and handling warrants—often outside the city. While they can assist patrol in urgent situations, doing so delays critical investigative work. Sergeants do assist with patrol and are heavily involved in covering staffing gaps,

often working long and irregular shifts due to ongoing shortages since 2023. Overall, while these roles can support patrol when necessary, their primary responsibilities limit consistent patrol coverage.

Officers work an 80-hour, two-week schedule (5 on/5 off, 2 on/2 off). Ideally, each shift has one sergeant and two patrol officers, but staffing shortages leave gaps. Training requirements add further strain. Officers must complete monthly and annual training, including multiple weapons qualifications, CPR/EMR, and specialized training. These often require pulling officers off patrol or bringing them in on days off, creating coverage issues. When an officer is out (training, vacation, or leave), shifts go unfilled—sometimes leaving only one officer on patrol unless overtime is used. Covering these gaps can require around 50 hours of overtime per week. Officers can take overtime as pay or comp time. Accrued comp time creates a financial liability for the city, currently totaling about \$235,000 that will eventually need to be paid out. Overtime has increased significantly from 2023 to 2024, with the largest drivers being training (about 34–38%) and staffing coverage (about 24–28%). Some overtime, like special details, is reimbursed and not a net cost to the city. Looking ahead to 2025–2026, overtime is expected to rise further—primarily due to increased training demands and the need to bring officers in outside their normal schedules to meet new requirements. There will be more discussion in the closed session.

- 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

This portion of the regular meeting of the City Council of the North Branch will be closed pursuant to Minnesota statute section 13D.05 Subd.3 (d). The council's need for confidentiality outweighs the purposes served by the Open Meeting Law. In this case, based on the following, the city council is Chief of Police and select city staff. You do have a candid and open discussion about legitimate public safety concerns, security deficiencies and recommendations regarding public services, including staffing levels of the police department. The only business to be discussed in a closed session are public safety concerns, serious security deficiencies and recommendations regarding public services. Financial issues related to security matters will not be discussed in closed session, and all related financial decisions shall be made in open session. An open session would be detrimental because it would expose security and public safety issues that could threaten the well-being of the city and its residents. And lastly, a closed session would benefit the public in order to allow the city and select staff to have a candid discussion about addressing public safety issues without exposing any vulnerabilities of the public to the public at large.

Motion to close the City Council Meeting at 8:35 PM.

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

Motion to open the City Council Meeting at 9:05 PM.

11. ADJOURNMENT

The North Branch City Council meeting was adjourned at 9:21 PM.

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



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, APRIL 28, 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

Tuesday, April 28, 2026

1. CALL TO ORDER

Mayor Kevin Schieber called the City of North Branch City Council Meeting to order at 6 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Kevin Schieber led the Pledge of Allegiance.

3. ROLL CALL

Council member Jeff Goulet attended the meeting remotely.

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

Absent:

Remote:

Others Present:

Notes:

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

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

5. STAFF REPORTS

- a. Consideration of support for a TIF Application for the North Branch Independent Senior Living Facility ACTION

Community Development Director Nate Sondrol presented the consideration of support for a TIF Application for the North Branch Independent Senior Living Facility. The City has received an application request for Tax Increment Financing (TIF) assistance from North Branch Independent Senior Living, LLC, for the construction of a 105-unit multifamily senior independent residential development in North Branch. The proposed project is planned for the area located on the west side of Falcon Avenue, south of the extension of 386th St. The property in consideration is currently utilized as vacant land that is zoned Business, and guided as High Density Residential, and an Independent Senior Community is a permitted use. The proposed project would be required to provide public purpose and meet policy considerations.

Shane Rudlang from Ehlers presented the Preliminary Financial Review for the North Branch Independent Senior Living Facility. The Project would be age-restricted to those 55 and over and be targeted at ‘active adults’ without any specialized health or in-unit cleaning services. Tenants typically tend to be substantially older than the stated minimum age. Leases for this type of project are month-to-month, as opposed to one-year or longer leases. Twenty percent of the units would be restricted to those making 50% of the area median income (“AMI”) or less, which would allow the Project to qualify as a Housing TIF District.

Ehlers calculated the amount of TIF that would be generated by the Project using information from the assessor for the jurisdiction. Over 26 years, up to \$3 million of TIF could be generated. To arrive at that \$3 million estimate, an inflation rate on the value of 2% was included; if the actual value inflation rate is less than that, then the total value of the district will be less.

The Developer submitted financial information (“Proforma”) for the Project to the City. Ehlers entered that information into an Ehlers Proforma model and reviewed the financials in the context of similar projects and relevant market information. Ehlers reviews the total development costs, loan parameters, equity amounts, rents, revenues, operating expenses, developer fees, and the cost of providing the affordable units to make sure they are within market norms. Ehlers then adjusted the Proforma to stress test whether the requested assistance is warranted, or if a lower amount of assistance is acceptable. Projects should perform well enough to receive bank financing and make a normal market profit on the equity invested, but the public assistance should not result in above-market profits.

At this stage of the review, some TIF is needed to make the project financially feasible. That is likely to range between \$1.5 - 2.5 million (representing 10-20 years of TIF). The City is also desirous of constructing some infrastructure that serves the Project but would also benefit adjacent sites. Some of the estimated \$3 million of TIF generated could be allocated to the infrastructure.

Jeff Anneke, Regional Vice President at DBS Group, LLC, presented the North Branch independent senior living development project, Westside Commons. Jeff presented detailed project plans, including

site layout and common spaces. Jeff explained that residents in these communities consistently spend their money locally, supporting restaurants, shops, personal services, and healthcare providers at a higher and more predictable rate than the average household. Unlike typical apartment residents, this group dines out more frequently, relies heavily on nearby services, and prioritizes walkability and easy access to downtown amenities.

The council debated the TIF term, with some favoring 15 years and others considering 20 years to fund additional infrastructure. The council also discussed the potential impact on future commercial development and traffic management. There was discussion regarding funding options for a development project, including state aid money, grants, and reserves. The project aims to balance growth with resident concerns about inflation and building costs. The council debated the feasibility of extending the project from 15 years (red section) to 20 years (blue section) and further to 26 years (yellow section). The financial impact of extending the project was highlighted, with a difference of half a million dollars between 15 and 20 years. The council emphasized the need for a detailed proposal aligning with city goals and objectives, with a follow-up meeting in a couple of weeks.

6. ADJOURNMENT

Mayor Kevin Schieber adjourned the North Branch City Council Meeting at 7:36 PM.

MEMORANDUM

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

VIA EMAIL ONLY

cc: Matthew Hill, City Administrator

From: Christopher M. Hood

Date: May 5, 2026

Re: Legal Staff Report for May 13, 2026 City Council Meeting

- - - - -

We are submitting this memorandum to update the City of North Branch City Council on the work we performed as City Attorney during April 2026. The matters listed below are discussed in a general manner only for sake of brevity and to maintain any attorney-client privileged and/or confidential information/data.

Summary of City Matters

1. **Municipal Matters**
Attorneys researched, reviewed, and advised on a gambling ordinance. Attorneys researched, reviewed, and advised on data practices and open meeting law questions.
2. **Land Use and Real Estate Matters**
Attorneys reviewed and advised on closing of a real estate transaction and drafted documents in relation to the same. Attorneys researched, reviewed, and drafted a site development agreement. Attorneys researched, reviewed, and drafted a building removal agreement.
3. **Staff Communications**
Attorneys also make occasional day-to-day communications with the City Administrator, City Engineer and City staff regarding the above-referenced matters, among others.

CMH/sc



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 04/23/2026

Board & Commission: City Council

Subject: Approval of Resolution R-323-2026 Fire Service Contracts with Townships

Fire Service Contract Summary

The City of North Branch Fire Department currently provides fire protection services to portions of Sunrise Township, Fish Lake Township, and North Branch Township. The Fire Department responds to emergency calls within designated service areas of each township, and the townships reimburse the City for these services through contractual agreements.

The agreements presented tonight are proposed 5-year service contracts. Contract fees are determined using several factors, including:

- Geographic service area coverage
- The 5-year average number of fire and emergency calls within each area
- The personnel, apparatus, and equipment necessary to provide these services

Included in tonight's packet are the individual contracts for all three townships. The contract for Sunrise Township has been signed by the Sunrise Township Clerk, and unsigned versions of the contracts for North Branch Township and Fish Lake Township are attached for reference.

Staff requests City Council approval of the proposed contracts and authorization for the appropriate City officials to execute each agreement upon receipt of signed copies from the respective townships.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-323-2026

APPROVAL OF RESOLUTION R-323-2026 FIRE SERVICE CONTRACTS BETWEEN THE CITY OF NORTH BRANCH AND SUNRISE TOWNSHIP, FISH LAKE TOWNSHIP, AND NORTH BRANCH TOWNSHIP

WHEREAS, the City of North Branch Fire Department provides fire protection and emergency response services to designated areas within Sunrise Township, Fish Lake Township, and North Branch Township; and

WHEREAS, the proposed agreements are for a five (5) year term; and

WHEREAS, the contract fees are based upon factors including geographic service area coverage, the five-year average number of calls for service, and the personnel, apparatus, and equipment necessary to provide fire protection services; and

WHEREAS, the City Council finds that entering into these agreements is in the best interest of the City of North Branch and the residents served by the North Branch Fire Department.

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

1. The City Council hereby approves the five-year Fire Service Contracts between the City of North Branch and:
 - Sunrise Township
 - Fish Lake Township
 - North Branch Township
2. The Mayor and City Administrator are hereby authorized to execute the agreements on behalf of the City upon receipt of signed contracts from the respective townships.
3. City staff are authorized to take all actions necessary to implement the agreements.

Adopted by the City Council of the City of North Branch, Minnesota, this 13th day of May, 2026.

Kevin Schieber, Mayor

ATTEST:

Tonya Kostuch, City Clerk

NORTH BRANCH FIRE PROTECTION CONTRACT 2026 - 2030

This agreement, made and entered into this 16TH day of APRIL, 2026, by and between the North Branch Area Volunteer Fire Department of the City of North Branch, Minnesota, by and through the City Council of said City, hereinafter **CITY**; and the *Township of Sunrise*, being in the County of Chisago, State of Minnesota, hereinafter **TOWNSHIP**.

RECITALS

1. The CITY has established the North Branch Area Volunteer Fire Department, which has certain facilities and equipment and is willing and able to provide fire protection service to said TOWNSHIP, or that portion thereof described herein, under the conditions herein.

2. The above named TOWNSHIP is acquainted with and knows the facilities and equipment described above, and is desirous of obtaining fire protection services by the Fire Department of the CITY.

3. The CITY and TOWNSHIP agree that it is essential in planning for capital expenditures for said Fire Department that it is necessary for the CITY to have a contract, which shall be in force for a minimum of five years.

NOW THEREFORE, in consideration of the above Recitals and the mutual covenants, benefits and obligations of the parties hereto, said CITY and said TOWNSHIP hereby agree as follows:

1. **Service Territory.** In accordance with the terms and provisions of this agreement, the CITY agrees to provide fire services in said TOWNSHIP, or that portion of said TOWNSHIP described as below. The identified area shall constitute the TOWNSHIP'S Service Territory for the purposes of this contract.

Township 36, Range 21

Sections 23, 24, 25, 26, 35, 36 and that portion of Section 22 lying within Sunrise Township

Township 36, Range 20

Those portions of Sections 19, 30, 31 and 32 lying within Sunrise Township

Township 35, Range 20

Those portions of Sections 5 and 6 lying north of Olson Road

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF SUNRISE
PAGE 2 OF 7

2. **Service.** The CITY through its Fire Department shall endeavor to protect and save life and property from destruction by fire in the described area.

3. **Term.** The term of this agreement shall be for five years, commencing at noon on the date hereof and terminating at midnight on December 31 of that calendar year within which the fifth anniversary date of this contract occurs.

4. **Payment.** Fire protection service shall be furnished by the CITY for the annual consideration as determined by the application of the following formula, payable in two equal installments on the 15th of July and on the 15th of December of each year:

$$S = (C + (SCBA/15) + (PT90/15) + (PTFS19EC03/15) + (2026-1/15) + (2026-2/20)) + (10\% \text{ of } C) \times ((U + V)/2) + B$$

S = Total cost of fire service for one year

C = Preceding year's operating cost for the Fire Department

SCBA/15 = Cost of SCBA equipment depreciated over 15-years

PT90/15 = Cost of Pumper Tender Truck depreciated over 15 years

PTFS19EC03/15 = Cost of Pumper Truck depreciated over 15years

2026-1/15 = Cost of used 2017 Ladder Truck depreciated over 15 years

2026-2/20 = Cost of 2026 Tanker Truck depreciated over 20 years

10% Admn. = 10% charge for administration

U = Percent of Fire Department use by the TOWNSHIP averaged for the preceding five years

V = Percent of estimated market value of the area of the TOWNSHIP being served as to the estimated market value of the entire area served by the Fire Department. The percentage shall be calculated according to tax records on file in the office of County Auditor in Chisago and Isanti Counties.

B = Building Cost set by current contract

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF SUNRISE
PAGE 3 OF 7

The above formula may be adjusted from time to time to include new factors (new equipment or facilities) or to exclude obsolete factors so as to accurately reflect and allocate the total cost of providing fire service each year. Any significant changes to the formula will be sent to TOWNSHIP in writing

The CITY will provide a building to house fire equipment. The CITY will charge the TOWNSHIP a fixed annual payment for building costs. The annual payment for said TOWNSHIP is \$1,000.

5. **Annual Invoice.** On or before March 1 of each year in which this contract is in force, the City will deliver to the TOWNSHIP the computations for said formula and the resulting cost to the TOWNSHIP applicable to and to be paid in the next calendar year. If the TOWNSHIP is aggrieved by the determination of the CITY as to the allocation of the cost of the ensuing year's service, the TOWNSHIP shall have 30 days after receipt of the notice determining said cost to appeal same. The appeal shall be noticed in writing and addressed to the CITY demanding arbitration. In the event the CITY and the TOWNSHIP do not resolve the dispute within 30 days from the date of receipt of said notice by the CITY, both parties shall within ten days select for themselves an arbitrator. The two arbitrators selected shall select a third arbitrator, provided that the third arbitrator is not a resident of either party hereto, and shall otherwise be disinterested and detached. The parties shall bear equally the costs and expenses of said arbitration.

6. **Allocation of Resources.** The TOWNSHIP understands and acknowledges that the CITY provides fire protection for itself and other political units. The parties understand that in the event of concurrent fires, the Fire Chief, or officer in charge, of the CITY will weigh the relative risk of loss of life and/or property and will exercise judgment to determine, in consideration of all established policies, guidelines, procedures and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. The decision of the Fire Chief or other Fire Department officer in charge shall be final as to the focus and allocation of fire services, a condition that the TOWNSHIP shall accept. It is understood and agreed that the fire services provided for herein are subject to road, weather, and unforeseen conditions and that consideration must be given to the protection and reasonable safety of the firemen and fire equipment. The judgment of the Fire Chief or other Fire Department officer in charge shall be final in such determinations, which the TOWNSHIP shall accept. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of the CITY shall not be deemed a breach of this contract.

7. **No Guarantee.** The parties understand and agree CITY will endeavor to reasonably provide the services indicated above given the circumstances. It is understood and agreed that the CITY does not warrant or

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF SUNRISE
PAGE 4 OF 7

guarantee either the availability or the success of the Fire Department services contracted for. Neither the CITY, the Fire Department nor the TOWNSHIP, to the extent this contract may affect same, shall be liable in any manner to any inhabitant or property owner of said TOWNSHIP, nor to any person, firm or corporation for the failure of said Fire Department to attend a fire, to control a fire, or to put out a fire, nor for the damage to goods or property not for any other reason, whether such loss or damage is caused by the alleged negligence of the officers, agents, or employees of said CITY, or said Fire Department or otherwise. The TOWNSHIP holds the CITY free and harmless from any such allegations, charges, causes of action and all damages arising therefrom.

8. **Termination.** This agreement may be terminated by mutual consent of the TOWNSHIP and CITY by the TOWNSHIP serving upon the CITY a one year written notice stating the intent to terminate and the year in which said termination is to become effective.

Should the CITY voluntarily terminate its Volunteer Fire Department, or should said Department voluntarily disband, such termination or disbandment shall not occur and this contract shall remain in effect for a period of one year following the delivery of notice from the CITY to the TOWNSHIP informing the TOWNSHIP of such termination or disbandment.

If the fire services herein contracted for cease to be available as a result of any law or by way of the decision of any court or state or federal agency, the CITY shall give notice to the TOWNSHIP at the earliest possible time as circumstances permit, informing the TOWNSHIP of the date when such services shall cease.

9. **Ownership.** Members, equipment and facilities of the Fire Department shall be, in all respects and for all purposes, employees of and property of the CITY, which shall be responsible for all benefits and insurance necessary or appropriate for the protection thereof, which costs and expenses shall be included in the cost formula provided herein.

10. **CITY Responsibilities:** In addition to any other obligations described herein, CITY shall:

- a. Authorize and direct the CITY fire department to provide the fire services described herein to TOWNSHIP'S Service Territory;
- b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract and present it to the TOWNSHIP along with sufficient information to explain the items included in the budget figures;
- c. Upon TOWNSHIP'S request, provide TOWNSHIP access to financial and cost data related to the fire department for five years prior to the current service year;

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF SUNRISE
PAGE 5 OF 7

d. Disclose to TOWNSHIP any proposed action CITY or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or CITY'S ability to provide the fire services indicated above; and

e. Promptly Disclose to TOWNSHIP any information CITY can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

11. **TOWNSHIP'S Responsibilities:** In addition to any other obligations described herein, TOWNSHIP shall:

a. Promptly pay CITY the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;

b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the payment amount; and

c. Promptly disclose to CITY any information TOWNSHIP can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed TOWNSHIP shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed TOWNSHIP has no responsibility, beyond paying the agreed upon payment amount for acquiring, operating, maintaining, housing or replacing equipment as needed to provide the fire services described herein.

12. **Insurance Requirements.** CITY shall maintain general liability insurance for its services and shall include TOWNSHIP as an additional insured for the term of this contract and any extensions thereof. The CITY shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. CITY shall also maintain inland marine, automobile and property insurance coverages. CITY shall provide TOWNSHIP proof of such insurance coverages and additional insured endorsement naming the TWONSHIP annually by the anniversary date of this contract. CITY shall also maintain workers' compensation coverage as required by law.

13. **Indemnification.** CITY agrees to defend and indemnify TOWNSHIP against any claims brought or actions filed against TOWNSHIP or any officer, employee, or volunteer of TOWNSHIP for injury to, death of, or damage to the property of any third person or persons, arising from CITY'S

**NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF SUNRISE
PAGE 6 OF 7**

performance under this contract for services. Under no circumstances, however, shall CITY be required to pay on behalf of itself and TOWNSHIP, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for TOWNSHIP and CITY may not be added together to determine the maximum amount of liability for CITY. The intent of this subdivision is to impose on CITY a limited duty to defend and indemnify the TOWNSHIP for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

14. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

15. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both CITY and TOWNSHIP, and attached hereto.

16. **Subcontracting and Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from TOWNSHIP. Services provided to TOWNSHIP pursuant to a mutual aid agreement CITY has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of TOWNSHIP so long as CITY remains primarily responsible for providing fire services to TOWNSHIP'S Service Territory.

17. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings relative to this contract shall be venued in the State of Minnesota.

19. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall affect the validity and enforceability of the remainder of this contract.

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF SUNRISE
PAGE 7 OF 7

20. **Meetings:** The CITY and TOWNSHIP will meet quarterly each year to review the budget and capital expenditure requests proposed for the next year.

21. **Execution.** This agreement is executed in duplicate; each party receiving a copy thereof and each copy will be deemed an original for all purposes.

WITNESSETH the signatures of the authorized officers of the parties hereto, which signatures verify that each of the parties, through their governing bodies, have approved this contract on the day and year first above written.

CITY OF NORTH BRANCH

By: _____
Kevin Scheiber, Mayor

Attest: _____
Tonya Kostuch, City Clerk

TOWNSHIP OF SUNRISE

By:  _____
Chair

Attest:  _____
Township Clerk

CITY OF NORTH BRANCH
DRAFT 2026 FIRE SERVICE CONTRACT

Sunrise Township

C	=	=	\$	355,852.27	
E13/5	=	14294/5	=	\$	2,858.80 Heiman Thunderstorm Slide-in Unit - purchased in 2021
E14/5	=	5985/5	=	\$	1,197.00 Thermal Imaging Camera Kit - purchased in 2021
SCBA/15	=	139970.76 / 15	=	\$	9,331.38 SCBA Equipment 2019
AR90/15	=	\$101,525 / 15	=	\$	6,768.33 1990 E - One hurrican 95' Platform 2016
PT90/15	=	\$506,000/15	=	\$	33,733.33 Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15	=	\$	37,192.86 2022 Fire Truck Pumper FS19EC03 2022
10% Admin	=	\$285,171.58 * 10%	=	\$	65,877.31
				\$	512,811.29
U	=	1.86%			
V	=	0.91%			
(U+V)/2	=				1.38%
				\$	7,098.23
B	=			\$1,000.00	
S	=			\$	8,098.23

NOTE: No increase would be made to the 2026 fire contract for the purchase of the ladder truck or tanker replacement. The anticipated increase for the purchase of a \$1,000,000 ladder truck and a \$565,000 tanker replacement would result in about an \$2,600 increase in fire contract for Sunrise Township for 2027 and future years.

CITY OF NORTH BRANCH
PRELIMINARY 2027 FIRE SERVICE PROJECTION

Sunrise Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	510,491.26	
U	=	1.86%			
V	=	3.94%			
(U+V)/2	=			2.90%	
			\$	14,795.55	
B	=			\$1,000.00	
S	=			\$15,795.55	

CITY OF NORTH BRANCH
PRELIMINARY 2028 FIRE SERVICE PROJECTION

Sunrise Township

C	=		=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15	=	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15	=	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15	=	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15	=	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20	=	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10	=	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10	=	\$	5,000.00	Battery powered Extrication Equipment
10% Admin	=	\$ 510,602.00	=	\$	5,106.02	Using a 3 year average of Total Expenses
				\$	517,491.26	
U	=	1.86%				
V	=	3.94%				
(U+V)/2	=				2.90%	
				\$	14,998.43	
B	=				\$1,000.00	
S	=				\$15,998.43	

CITY OF NORTH BRANCH
PRELIMINARY 2029 FIRE SERVICE PROJECTION

Sunrise Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
2028-1	=	\$565,000/20 =	\$	28,250.00	New Tanker Truck
2028-2	=	\$120,000/15 =	\$	8,000.00	Fire Utility Truck with slide-in unit
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	553,741.26	
U	=	1.86%			
V	=	3.94%			
(U+V)/2	=			2.90%	
			\$	16,049.06	
B	=			\$1,000.00	
S	=			\$17,049.06	

CITY OF NORTH BRANCH
PRELIMINARY 2030 FIRE SERVICE PROJECTION

Sunrise Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/20 =	\$	50,000.00	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
2028-1	=	\$565,000/20 =	\$	28,250.00	New Tanker Truck
2028-2	=	\$120,000/15 =	\$	8,000.00	Fire Utility Truck with slide-in unit
2029-1	=	\$38,000/10 =	\$	3,800.00	Firestation - reseal exterior brick
2029-2	=	\$400,000/30 =	\$	13,333.33	Firestation parking lot
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	554,207.93	
U	=	1.86%			
V	=	3.94%			
(U+V)/2	=			2.90%	
			\$	16,062.59	
B	=			\$1,000.00	
S	=			\$17,062.59	

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Variance
City of North Branch											
Use	77.32%	77.24%	77.96%	79.73%	79.39%	81.13%	81.13%	81.13%	81.13%	81.13%	
Value	82.70%	80.46%	79.97%	79.43%	80.05%	79.22%	79.22%	79.22%	79.22%	79.22%	
Average	80.01%	78.85%	78.96%	79.58%	79.72%	80.18%	80.18%	80.18%	80.18%	80.18%	
Cost	\$241,159.17	\$262,513.65	\$305,480.26	\$348,178.32	\$380,398.65	\$411,163.79	\$409,303.63	\$414,916.12	\$443,980.78	\$444,354.95	
Fish Lake Township											
Use	3.76%	3.40%	3.12%	2.53%	2.64%	2.15%	2.15%	2.15%	2.15%	2.15%	
Value	5.56%	4.93%	4.87%	4.66%	4.45%	4.82%	4.82%	4.82%	4.82%	4.82%	
Average	4.66%	4.16%	3.99%	3.59%	3.54%	3.48%	3.48%	3.48%	3.48%	3.48%	
Cost	\$14,670.15	\$14,924.54	\$16,514.15	\$16,793.67	\$17,974.29	\$18,930.84	\$18,850.01	\$19,093.88	\$20,356.80	\$20,373.06	\$16.26
North Branch Township											
Use	7.29%	7.59%	6.99%	8.27%	9.54%	10.46%	10.46%	10.46%	10.46%	10.46%	
Value	8.48%	10.43%	11.02%	11.55%	11.86%	12.02%	12.02%	12.02%	12.02%	12.02%	
Average	7.88%	9.01%	9.00%	9.91%	10.70%	11.24%	11.24%	11.24%	11.24%	11.24%	
Cost	\$26,559.78	\$32,795.79	\$37,628.03	\$46,148.98	\$53,864.32	\$60,440.03	\$60,179.26	\$60,966.06	\$65,040.56	\$65,093.01	\$52.45
Sunrise Township											
Use	2.47%	2.27%	2.04%	2.00%	2.03%	1.86%	1.86%	1.86%	1.86%	1.86%	
Value	3.26%	4.18%	4.15%	4.37%	3.64%	3.94%	3.94%	3.94%	3.94%	3.94%	
Average	2.87%	3.22%	3.10%	3.18%	2.83%	2.90%	2.90%	2.90%	2.90%	2.90%	
Cost	\$9,637.31	\$11,735.25	\$12,976.44	\$14,932.21	\$14,522.01	\$15,862.79	\$15,795.55	\$15,998.43	\$17,049.06	\$17,062.59	\$13.53
TOTAL DEPARTMENT	\$292,026.41	\$321,969.23	\$372,598.88	\$426,053.18	\$506,397.45	\$506,397.45	\$504,128.45	\$510,974.49	\$546,427.20	\$546,883.61	
BILLABLE COST									subtotal	\$102,528.66	

This form is subject to change dependent on the approval of City Council to purchase the Equipment for the years proposed in this plan.

NORTH BRANCH FIRE PROTECTION CONTRACT 2026 - 2030

This agreement, made and entered into this _____ day of _____, 2026, by and between the North Branch Area Volunteer Fire Department of the City of North Branch, Minnesota, by and through the City Council of said City, hereinafter **CITY**; and the *Township of North Branch*, being in the County of Isanti, State of Minnesota, hereinafter **TOWNSHIP**.

RECITALS

1. The CITY has established the North Branch Area Volunteer Fire Department, which has certain facilities and equipment and is willing and able to provide fire protection service to said TOWNSHIP, or that portion thereof described herein, under the conditions herein.

2. The above named TOWNSHIP is acquainted with and knows the facilities and equipment described above, and is desirous of obtaining fire protection services by the Fire Department of the CITY.

3. The CITY and TOWNSHIP agree that it is essential in planning for capital expenditures for said Fire Department that it is necessary for the CITY to have a contract, which shall be in force for a minimum of five years.

NOW THEREFORE, in consideration of the above Recitals and the mutual covenants, benefits and obligations of the parties hereto, said CITY and said TOWNSHIP hereby agree as follows:

1. **Service Territory.** In accordance with the terms and provisions of this agreement, the CITY agrees to provide fire services in said TOWNSHIP, or that portion of said TOWNSHIP described as below. The identified area shall constitute the TOWNSHIP'S Service Territory for the purposes of this contract.

Sections 1-4, 9-16 and 19-36

2. **Service.** The CITY through its Fire Department shall endeavor to protect and save life and property from destruction by fire in the described area.

3. **Term.** The term of this agreement shall be for five years, commencing at noon on the date hereof and terminating at midnight on December 31 of that calendar year within which the fifth anniversary date of this contract occurs.

4. **Payment.** Fire protection service shall be furnished by the CITY for the annual consideration as determined by the application of the following

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF NORTH BRANCH
PAGE 2 OF 7

formula, payable in two equal installments on the 15th of July and on the 15th of December of each year:

$$S = (C + (SCBA/15) + (PT90/15) + (PTFS19EC03/15) + (2026-1/15) + (2026-2/20)) + (10\% \text{ of } C) \times ((U + V)/2) + B$$

S	=	Total cost of fire service for one year
C	=	Preceding year's operating cost for the Fire Department
SCBA/15	=	Cost of SCBA equipment depreciated over 15-years
PT90/15	=	Cost of Pumper Tender Truck depreciated over 15 years
PTFS19EC03/15	=	Cost of Pumper Truck depreciated over 15years
2026-1/15	=	Cost of used 2017 Ladder Truck depreciated over 15 years
2026-2/20	=	Cost of 2026 Tanker Truck depreciated over 20 years
10% Admn.	=	10% charge for administration
U	=	Percent of Fire Department use by the TOWNSHIP averaged for the preceding five years
V	=	Percent of estimated market value of the area of the TOWNSHIP being served as to the estimated market value of the entire area served by the Fire Department. The percentage shall be calculated according to tax records on file in the office of County Auditor in Chisago and Isanti Counties.
B	=	Building Cost set by current contract

The above formula may be adjusted from time to time to include new factors (new equipment or facilities) or to exclude obsolete factors so as to accurately reflect and allocate the total cost of providing fire service each year. Any significant changes to the formula will be sent to TOWNSHIP in writing

The CITY will provide a building to house fire equipment. The CITY will charge the TOWNSHIP a fixed annual payment for building costs. The annual payment for said TOWNSHIP is \$2,800.

5. **Annual Invoice.** On or before March 1 of each year in which this contract is in force, the City will deliver to the TOWNSHIP the computations for

said formula and the resulting cost to the TOWNSHIP applicable to and to be paid in the next calendar year. If the TOWNSHIP is aggrieved by the determination of the CITY as to the allocation of the cost of the ensuing year's service, the TOWNSHIP shall have 30 days after receipt of the notice determining said cost to appeal same. The appeal shall be noticed in writing and addressed to the CITY demanding arbitration. In the event the CITY and the TOWNSHIP do not resolve the dispute within 30 days from the date of receipt of said notice by the CITY, both parties shall within ten days select for themselves an arbitrator. The two arbitrators selected shall select a third arbitrator, provided that the third arbitrator is not a resident of either party hereto, and shall otherwise be disinterested and detached. The parties shall bear equally the costs and expenses of said arbitration.

6. **Allocation of Resources.** The TOWNSHIP understands and acknowledges that the CITY provides fire protection for itself and other political units. The parties understand that in the event of concurrent fires, the Fire Chief, or officer in charge, of the CITY will weigh the relative risk of loss of life and/or property and will exercise judgment to determine, in consideration of all established policies, guidelines, procedures and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. The decision of the Fire Chief or other Fire Department officer in charge shall be final as to the focus and allocation of fire services, a condition that the TOWNSHIP shall accept. It is understood and agreed that the fire services provided for herein are subject to road, weather, and unforeseen conditions and that consideration must be given to the protection and reasonable safety of the firemen and fire equipment. The judgment of the Fire Chief or other Fire Department officer in charge shall be final in such determinations, which the TOWNSHIP shall accept. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of the CITY shall not be deemed a breach of this contract.

7. **No Guarantee.** The parties understand and agree CITY will endeavor to reasonably provide the services indicated above given the circumstances. It is understood and agreed that the CITY does not warrant or guarantee either the availability or the success of the Fire Department services contracted for. Neither the CITY, the Fire Department nor the TOWNSHIP, to the extent this contract may affect same, shall be liable in any manner to any inhabitant or property owner of said TOWNSHIP, nor to any person, firm or corporation for the failure of said Fire Department to attend a fire, to control a fire, or to put out a fire, nor for the damage to goods or property not for any other reason, whether such loss or damage is caused by the alleged negligence of the officers, agents, or employees of said CITY, or said Fire Department or otherwise. The TOWNSHIP holds the CITY free and harmless from any such allegations, charges, causes of action and all damages arising therefrom.

8. **Termination.** This agreement may be terminated by mutual consent of the TOWNSHIP and CITY by the TOWNSHIP serving upon the CITY a one year written notice stating the intent to terminate and the year in which said termination is to become effective.

Should the CITY voluntarily terminate its Volunteer Fire Department, or should said Department voluntarily disband, such termination or disbandment shall not occur and this contract shall remain in effect for a period of one year following the delivery of notice from the CITY to the TOWNSHIP informing the TOWNSHIP of such termination or disbandment.

If the fire services herein contracted for cease to be available as a result of any law or by way of the decision of any court or state or federal agency, the CITY shall give notice to the TOWNSHIP at the earliest possible time as circumstances permit, informing the TOWNSHIP of the date when such services shall cease.

9. **Ownership.** Members, equipment and facilities of the Fire Department shall be, in all respects and for all purposes, employees of and property of the CITY, which shall be responsible for all benefits and insurance necessary or appropriate for the protection thereof, which costs and expenses shall be included in the cost formula provided herein.

10. **CITY Responsibilities:** In addition to any other obligations described herein, CITY shall:

- a. Authorize and direct the CITY fire department to provide the fire services described herein to TOWNSHIP'S Service Territory;
- b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract and present it to the TOWNSHIP along with sufficient information to explain the items included in the budget figures;
- c. Upon TOWNSHIP'S request, provide TOWNSHIP access to financial and cost data related to the fire department for five years prior to the current service year;
- d. Disclose to TOWNSHIP any proposed action CITY or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or CITY'S ability to provide the fire services indicated above; and
- e. Promptly Disclose to TOWNSHIP any information CITY can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

11. **TOWNSHIP'S Responsibilities:** In addition to any other obligations described herein, TOWNSHIP shall:

- a. Promptly pay CITY the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;
- b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the payment amount; and
- c. Promptly disclose to CITY any information TOWNSHIP can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed TOWNSHIP shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state and local laws and rules such as OSHA, ERISA, RLTA, FMLA, or any other employment related issues. It is further agreed TOWNSHIP has no responsibility, beyond paying the agreed upon payment amount for acquiring, operating, maintaining, housing or replacing equipment as needed to provide the fire services described herein.

12. **Insurance Requirements.** CITY shall maintain general liability insurance for its services and shall include TOWNSHIP as an additional insured for the term of this contract and any extensions thereof. The CITY shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. CITY shall also maintain inland marine, automobile and property insurance coverages. CITY shall provide TOWNSHIP proof of such insurance coverages and additional insured endorsement naming the TOWNSHIP annually by the anniversary date of this contract. CITY shall also maintain workers' compensation coverage as required by law.

13. **Indemnification.** CITY agrees to defend and indemnify TOWNSHIP against any claims brought or actions filed against TOWNSHIP or any officer, employee, or volunteer of TOWNSHIP for injury to, death of, or damage to the property of any third person or persons, arising from CITY'S performance under this contract for services. Under no circumstances, however, shall CITY be required to pay on behalf of itself and TOWNSHIP, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for TOWNSHIP and CITY may not be added together to determine the maximum amount of liability for CITY. The intent of this subdivision is to impose on CITY a limited duty to defend and indemnify the TOWNSHIP for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit

liability claims against both parties from a single occurrence to be defended by a single attorney.

14. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

15. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both CITY and TOWNSHIP, and attached hereto.

16. **Subcontracting and Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from TOWNSHIP. Services provided to TOWNSHIP pursuant to a mutual aid agreement CITY has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of TOWNSHIP so long as CITY remains primarily responsible for providing fire services to TOWNSHIP'S Service Territory.

17. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings relative to this contract shall be venued in the State of Minnesota.

19. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall affect the validity and enforceability of the remainder of this contract.

20. **Meetings:** The CITY and TOWNSHIP will meet quarterly each year to review the budget and capital expenditure requests proposed for the next year.

21. **Execution.** This agreement is executed in duplicate; each party receiving a copy thereof and each copy will be deemed an original for all purposes.

WITNESSETH the signatures of the authorized officers of the parties hereto, which signatures verify that each of the parties, through their governing bodies, have approved this contract on the day and year first above written.

CITY OF NORTH BRANCH

By: _____
Kevin Scheiber, Mayor

Attest: _____
Tonya Kostuch, City Clerk

TOWNSHIP OF NORTH BRANCH

By: _____
Chair

Attest: _____
Township Clerk

CITY OF NORTH BRANCH
DRAFT 2026 FIRE SERVICE CONTRACT

North Branch Township

C	=		\$	355,852.27	
E13/5	=	\$14,294/5 =	\$	2,858.80	Heiman Thunderstorm Slide-in Unit - purchased in 2021
E14/5	=	\$5,985/5 =	\$	1,197.00	Thermal Imaging Camera Kit - purchased in 2021
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
AR90/15	=	\$101,525 / 15 =	\$	6,768.33	1990 E - One hurrican 95' Platform 2016
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
10% Admin	=	\$ 658,773.09 =	\$	65,877.31	
			\$	512,811.29	
U	=	10.46%			
V	=	12.02%			
(U+V)/2	=				
				11.24%	
			\$	57,640.03	
B	=			\$2,800.00	
S	=				
				\$60,440.03	

NOTE: No increase would be made to the 2026 fire contract for the purchase of the ladder truck or tanker replacement. The anticipated increase for the purchase of a \$1,000,000 ladder truck and a \$565,000 tanker replacement would result in about an \$9,000 increase in fire contract for North Branch Township for 2027 and future years.

CITY OF NORTH BRANCH
PRELIMINARY 2027 FIRE SERVICE PROJECTION

North Branch Township

C	=		\$	330,211.00	Using a 3 year average of Total Cost less Reimb
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
	2026-1	= \$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
	2026-2	= \$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	510,491.26	
U	=	10.46%			
V	=	12.02%			
(U+V)/2	=			11.24%	
			\$	57,379.26	
B	=			\$2,800.00	
S	=			\$60,179.26	

NOTE: Projection of the Fees associated with the fiscal year of 2027 with the purchase of 2017 Used Ladder Truck and 2026 New Tanker Truck.

CITY OF NORTH BRANCH
PRELIMINARY 2028 FIRE SERVICE PROJECTION

North Branch Township

C	=		\$	330,211.00	Using a 3 year average of Total Cost less Reimb
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	517,491.26	
U	=	10.46%			
V	=	12.02%			
(U+V)/2	=			11.24%	
			\$	58,166.06	
B	=			\$2,800.00	
S	=			\$60,966.06	

CITY OF NORTH BRANCH
PRELIMINARY 2029 FIRE SERVICE PROJECTION

North Branch Township

C	=		\$	330,211.00	Using a 3 year average of Total Cost less Reimb
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
2028-1	=	\$565,000/20 =	\$	28,250.00	New Tanker Truck
2028-2	=	\$120,000/15 =	\$	8,000.00	Fire Utility Truck with slide-in unit
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
				<u>\$ 553,741.26</u>	
U	=	10.46%			
V	=	12.02%			
(U+V)/2	=			<u>11.24%</u>	
				<u>\$ 62,240.56</u>	
B	=			\$2,800.00	
S	=			<u><u>\$65,040.56</u></u>	

CITY OF NORTH BRANCH
PRELIMINARY 2030 FIRE SERVICE PROJECTION

North Branch Township

C	=		\$	330,211.00	Using a 3 year average of Total Cost less Reimb
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/20 =	\$	50,000.00	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
2028-1	=	\$565,000/20 =	\$	28,250.00	New Tanker Truck
2028-2	=	\$120,000/15 =	\$	8,000.00	Fire Utility Truck with slide-in unit
2029-1	=	\$38,000/10 =	\$	3,800.00	Firestation - reseal exterior brick
2029-2	=	\$400,000/30 =	\$	13,333.33	Firestation parking lot
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	554,207.93	
U	=	10.46%			
V	=	12.02%			
(U+V)/2	=			11.24%	
			\$	62,293.01	
B	=			\$2,800.00	
S	=			\$65,093.01	

NORTH BRANCH FIRE PROTECTION CONTRACT 2026 - 2030

This agreement, made and entered into this _____ day of _____, 2026, by and between the North Branch Area Volunteer Fire Department of the City of North Branch, Minnesota, by and through the City Council of said City, hereinafter **CITY**; and the *Township of Fish Lake*, being in the County of Isanti, State of Minnesota, hereinafter **TOWNSHIP**.

RECITALS

1. The CITY has established the North Branch Area Volunteer Fire Department, which has certain facilities and equipment and is willing and able to provide fire protection service to said TOWNSHIP, or that portion thereof described herein, under the conditions herein.

2. The above named TOWNSHIP is acquainted with and knows the facilities and equipment described above, and is desirous of obtaining fire protection services by the Fire Department of the CITY.

3. The CITY and TOWNSHIP agree that it is essential in planning for capital expenditures for said Fire Department that it is necessary for the CITY to have a contract, which shall be in force for a minimum of five years.

NOW THEREFORE, in consideration of the above Recitals and the mutual covenants, benefits and obligations of the parties hereto, said CITY and said TOWNSHIP hereby agree as follows:

1. **Service Territory.** In accordance with the terms and provisions of this agreement, the CITY agrees to provide fire services in said TOWNSHIP, or that portion of said TOWNSHIP described as below. The identified area shall constitute the TOWNSHIP'S Service Territory for the purposes of this contract.

Sections 22-27 and 34-36

2. **Service.** The CITY through its Fire Department shall endeavor to protect and save life and property from destruction by fire in the described area.

3. **Term.** The term of this agreement shall be for five years, commencing at noon on the date hereof and terminating at midnight on December 31 of that calendar year within which the fifth anniversary date of this contract occurs.

4. **Payment.** Fire protection service shall be furnished by the CITY for the annual consideration as determined by the application of the following

NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF FISH LAKE
PAGE 2 OF 7

formula, payable in two equal installments on the 15th of July and on the 15th of December of each year:

$$S = (C + (SCBA/15) + (PT90/15) + (PTFS19EC03/15) + (2026-1/15) + (2026-2/20)) + (10\% \text{ of } C) \times ((U + V)/2) + B$$

S	=	Total cost of fire service for one year
C	=	Preceding year's operating cost for the Fire Department
SCBA/15	=	Cost of SCBA equipment depreciated over 15-years
PT90/15	=	Cost of Pumper Tender Truck depreciated over 15 years
PTFS19EC03/15	=	Cost of Pumper Truck depreciated over 15years
2026-1/15	=	Cost of used 2017 Ladder Truck depreciated over 15 years
2026-2/20	=	Cost of 2026 Tanker Truck depreciated over 20 years
10% Admn.	=	10% charge for administration
U	=	Percent of Fire Department use by the TOWNSHIP averaged for the preceding five years
V	=	Percent of estimated market value of the area of the TOWNSHIP being served as to the estimated market value of the entire area served by the Fire Department. The percentage shall be calculated according to tax records on file in the office of County Auditor in Chisago and Isanti Counties.
B	=	Building Cost set by current contract

The above formula may be adjusted from time to time to include new factors (new equipment or facilities) or to exclude obsolete factors so as to accurately reflect and allocate the total cost of providing fire service each year. Any significant changes to the formula will be sent to TOWNSHIP in writing

The CITY will provide a building to house fire equipment. The CITY will charge the TOWNSHIP a fixed annual payment for building costs. The annual payment for said TOWNSHIP is \$1,065.

5. **Annual Invoice.** On or before March 1 of each year in which this contract is in force, the City will deliver to the TOWNSHIP the computations for

said formula and the resulting cost to the TOWNSHIP applicable to and to be paid in the next calendar year. If the TOWNSHIP is aggrieved by the determination of the CITY as to the allocation of the cost of the ensuing year's service, the TOWNSHIP shall have 30 days after receipt of the notice determining said cost to appeal same. The appeal shall be noticed in writing and addressed to the CITY demanding arbitration. In the event the CITY and the TOWNSHIP do not resolve the dispute within 30 days from the date of receipt of said notice by the CITY, both parties shall within ten days select for themselves an arbitrator. The two arbitrators selected shall select a third arbitrator, provided that the third arbitrator is not a resident of either party hereto, and shall otherwise be disinterested and detached. The parties shall bear equally the costs and expenses of said arbitration.

6. **Allocation of Resources.** The TOWNSHIP understands and acknowledges that the CITY provides fire protection for itself and other political units. The parties understand that in the event of concurrent fires, the Fire Chief, or officer in charge, of the CITY will weigh the relative risk of loss of life and/or property and will exercise judgment to determine, in consideration of all established policies, guidelines, procedures and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. The decision of the Fire Chief or other Fire Department officer in charge shall be final as to the focus and allocation of fire services, a condition that the TOWNSHIP shall accept. It is understood and agreed that the fire services provided for herein are subject to road, weather, and unforeseen conditions and that consideration must be given to the protection and reasonable safety of the firemen and fire equipment. The judgment of the Fire Chief or other Fire Department officer in charge shall be final in such determinations, which the TOWNSHIP shall accept. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of the CITY shall not be deemed a breach of this contract.

7. **No Guarantee.** The parties understand and agree CITY will endeavor to reasonably provide the services indicated above given the circumstances. It is understood and agreed that the CITY does not warrant or guarantee either the availability or the success of the Fire Department services contracted for. Neither the CITY, the Fire Department nor the TOWNSHIP, to the extent this contract may affect same, shall be liable in any manner to any inhabitant or property owner of said TOWNSHIP, nor to any person, firm or corporation for the failure of said Fire Department to attend a fire, to control a fire, or to put out a fire, nor for the damage to goods or property not for any other reason, whether such loss or damage is caused by the alleged negligence of the officers, agents, or employees of said CITY, or said Fire Department or otherwise. The TOWNSHIP holds the CITY free and harmless from any such allegations, charges, causes of action and all damages arising therefrom.

8. **Termination.** This agreement may be terminated by mutual consent of the TOWNSHIP and CITY by the TOWNSHIP serving upon the CITY a one year written notice stating the intent to terminate and the year in which said termination is to become effective.

Should the CITY voluntarily terminate its Volunteer Fire Department, or should said Department voluntarily disband, such termination or disbandment shall not occur and this contract shall remain in effect for a period of one year following the delivery of notice from the CITY to the TOWNSHIP informing the TOWNSHIP of such termination or disbandment.

If the fire services herein contracted for cease to be available as a result of any law or by way of the decision of any court or state or federal agency, the CITY shall give notice to the TOWNSHIP at the earliest possible time as circumstances permit, informing the TOWNSHIP of the date when such services shall cease.

9. **Ownership.** Members, equipment and facilities of the Fire Department shall be, in all respects and for all purposes, employees of and property of the CITY, which shall be responsible for all benefits and insurance necessary or appropriate for the protection thereof, which costs and expenses shall be included in the cost formula provided herein.

10. **CITY Responsibilities:** In addition to any other obligations described herein, CITY shall:

- a. Authorize and direct the CITY fire department to provide the fire services described herein to TOWNSHIP'S Service Territory;
- b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract and present it to the TOWNSHIP along with sufficient information to explain the items included in the budget figures;
- c. Upon TOWNSHIP'S request, provide TOWNSHIP access to financial and cost data related to the fire department for five years prior to the current service year;
- d. Disclose to TOWNSHIP any proposed action CITY or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or CITY'S ability to provide the fire services indicated above; and
- e. Promptly Disclose to TOWNSHIP any information CITY can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

11. **TOWNSHIP'S Responsibilities:** In addition to any other obligations described herein, TOWNSHIP shall:

- a. Promptly pay CITY the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;
- b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the payment amount; and
- c. Promptly disclose to CITY any information TOWNSHIP can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed TOWNSHIP shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state and local laws and rules such as OSHA, ERISA, RLTA, FMLA, or any other employment related issues. It is further agreed TOWNSHIP has no responsibility, beyond paying the agreed upon payment amount for acquiring, operating, maintaining, housing or replacing equipment as needed to provide the fire services described herein.

12. **Insurance Requirements.** CITY shall maintain general liability insurance for its services and shall include TOWNSHIP as an additional insured for the term of this contract and any extensions thereof. The CITY shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. CITY shall also maintain inland marine, automobile and property insurance coverages. CITY shall provide TOWNSHIP proof of such insurance coverages and additional insured endorsement naming the TOWNSHIP annually by the anniversary date of this contract. CITY shall also maintain workers' compensation coverage as required by law.

13. **Indemnification.** CITY agrees to defend and indemnify TOWNSHIP against any claims brought or actions filed against TOWNSHIP or any officer, employee, or volunteer of TOWNSHIP for injury to, death of, or damage to the property of any third person or persons, arising from CITY'S performance under this contract for services. Under no circumstances, however, shall CITY be required to pay on behalf of itself and TOWNSHIP, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for TOWNSHIP and CITY may not be added together to determine the maximum amount of liability for CITY. The intent of this subdivision is to impose on CITY a limited duty to defend and indemnify the TOWNSHIP for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit

liability claims against both parties from a single occurrence to be defended by a single attorney.

14. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

15. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both CITY and TOWNSHIP, and attached hereto.

16. **Subcontracting and Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from TOWNSHIP. Services provided to TOWNSHIP pursuant to a mutual aid agreement CITY has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of TOWNSHIP so long as CITY remains primarily responsible for providing fire services to TOWNSHIP'S Service Territory.

17. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings relative to this contract shall be venued in the State of Minnesota.

19. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall affect the validity and enforceability of the remainder of this contract.

20. **Meetings:** The CITY and TOWNSHIP will meet quarterly each year to review the budget and capital expenditure requests proposed for the next year.

21. **Execution.** This agreement is executed in duplicate; each party receiving a copy thereof and each copy will be deemed an original for all purposes.

WITNESSETH the signatures of the authorized officers of the parties hereto, which signatures verify that each of the parties, through their governing bodies, have approved this contract on the day and year first above written.

**NORTH BRANCH FIRE PROTECTION CONTRACT
TOWNSHIP OF FISH LAKE
PAGE 7 OF 7**

CITY OF NORTH BRANCH

By: _____
Kevin Scheiber, Mayor

Attest: _____
Tonya Kostuch, City Clerk

TOWNSHIP OF FISH LAKE

By: _____
Chair

Attest: _____
Township Clerk

CITY OF NORTH BRANCH
DRAFT 2026 FIRE SERVICE CONTRACT

Fish Lake Township

C	=	=	\$	355,852.27	
E13/5	=	14294/5	=	\$	2,858.80 Heiman Thunderstorm Slide-in Unit - purchased in 2021
E14/5	=	5985/5	=	\$	1,197.00 Thermal Imaging Camera Kit - purchased in 2021
SCBA/15	=	139970.76 / 15	=	\$	9,331.38 SCBA Equipment 2019
AR90/15	=	\$101,525 / 15	=	\$	6,768.33 1990 E - One hurrican 95' Platform 2016
PT90/15	=	\$506,000/15	=	\$	33,733.33 Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15	=	\$	37,192.86 2022 Fire Truck Pumper FS19EC03 2022
10% Admin	=	\$285,171.58 * 10%	=	\$	65,877.31
				\$	512,811.29
U	=	2.15%			
V	=	4.82%			
(U+V)/2	=				3.48%
				\$	17,865.84
B	=			\$1,065.00	
S	=			\$18,930.84	

NOTE: No increase would be made to the 2026 fire contract for the purchase of the ladder truck or tanker replacement. The anticipated increase for the purchase of a \$1,000,000 ladder truck and a \$565,000 tanker replacement would result in about an \$2,900 increase in fire contract for Fish Lake Township for 2027 and future years.

CITY OF NORTH BRANCH
PRELIMINARY 2027 FIRE SERVICE PROJECTION

Fish Lake Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	510,491.26	
U	=	2.15%			
V	=	4.82%			
(U+V)/2	=			3.48%	
			\$	17,785.01	
B	=			\$1,065.00	
S	=			\$18,850.01	

NOTE: Projection of the Fees associated with the fiscal year of 2027 with the purchase of 2017 Used Ladder Truck and 2026 New Tanker Truck.

CITY OF NORTH BRANCH
PRELIMINARY 2028 FIRE SERVICE PROJECTION

Fish Lake Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	517,491.26	
U	=	2.15%			
V	=	4.82%			
(U+V)/2	=			3.48%	
			\$	18,028.88	
B	=			\$1,065.00	
S	=			\$19,093.88	

CITY OF NORTH BRANCH
PRELIMINARY 2029 FIRE SERVICE PROJECTION

Fish Lake Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/15 =	\$	66,666.67	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
2028-1	=	\$565,000/20 =	\$	28,250.00	New Tanker Truck
2028-2	=	\$120,000/15 =	\$	8,000.00	Fire Utility Truck with slide-in unit
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	553,741.26	
U	=	2.15%			
V	=	4.82%			
(U+V)/2	=			3.48%	
			\$	19,291.80	
B	=			\$1,065.00	
S	=			\$20,356.80	

CITY OF NORTH BRANCH
PRELIMINARY 2030 FIRE SERVICE PROJECTION

Fish Lake Township

C	=	=	\$	330,211.00	
SCBA/15	=	\$139,970.76 / 15 =	\$	9,331.38	SCBA Equipment 2019
PT90/15	=	\$506,000/15 =	\$	33,733.33	Kenworth T440 2020
PTFS19EC03/15	=	\$557,892.89/15 =	\$	37,192.86	2022 Fire Truck Pumper FS19EC03 2022
2026-1	=	\$1,000,000/20 =	\$	50,000.00	2017 Ladder Truck purchased in 2026
2026-2	=	\$565,000/20 =	\$	28,250.00	2026 Tanker Truck purchased in 2026
2027-1	=	\$20,000/10 =	\$	2,000.00	Slide in Pump Replacement on Grass Rig
2027-2	=	\$50,000/10 =	\$	5,000.00	Battery powered Extrication Equipment
2028-1	=	\$565,000/20 =	\$	28,250.00	New Tanker Truck
2028-2	=	\$120,000/15 =	\$	8,000.00	Fire Utility Truck with slide-in unit
2029-1	=	\$38,000/10 =	\$	3,800.00	Firestation - reseal exterior brick
2029-2	=	\$400,000/30 =	\$	13,333.33	Firestation parking lot
10% Admin	=	\$ 510,602.00 =	\$	5,106.02	Using a 3 year average of Total Expenses
			\$	554,207.93	
U	=	2.15%			
V	=	4.82%			
(U+V)/2	=			3.48%	
			\$	19,308.06	
B	=			\$1,065.00	
S	=			\$20,373.06	



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/24/2026

Board & Commission: City Council

**Subject: Approval of Special Event Permit Application — 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 on June 17th-June 21st, 2026, and will include 3 street dances, 2 parades, a carnival and Kids Olympics. 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. The Kid Olympics will take place in Riverwalk Park on Saturday, June 21st, 2026.

This is a reoccurring event with little to no changes.

1. The event shall not include any activities not identified on the special event permit application.
2. The applicant is required to set up and clean up the event as approved on the special event permit application.
3. The applicant has provided the city with a certificate of insurance listing the city as an additional insured as outlined in the special event permit prior to the event.
4. The applicant shall not stake any object into the ground.
5. The applicant shall obtain and provide to the city written approval from the adjacent property owners in support of the Branch Ave street closure during the event.
6. The special event permit, once issued, may be revoked, following notice and hearing, upon a finding by the city council that the property and/or use is not in compliance with the conditions of approval

Requested Action:

To recommend approval of the North Branch American Legions 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

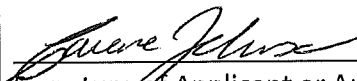
Will any signs/banners be put up? <i>If yes, number and size?</i>
Will there be any inflatables? <i>If yes, provide insurance certificate from rental vendor. Note: No staking is allowed! Must use weights or other.</i>
Will there be any entertainment? <i>If yes, what type?</i>
Will sound amplification 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>

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	



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/24/2026

Board & Commission: City Council

Subject: Approval of Special Event Permit Application - Wildridge Block Party and Street Closure

Background:

The Original Wildridge Association will be having a June Neighborhood gathering on Sat, June 27th, 2026 from noon-4pm. Fieldstone will be blocked off, but homeowners can still drive through. All of the homeowners have given approval for the road to be blocked off. The City Administrator, Police Chief and Community Development Director have all given their approval for this neighborhood event.

Staff Recommendation:

Staff recommends approval for the Special Event Permit.

Voting Requirements:

Voting Options Simple Majority

City of North Branch Special Event Permit Application



CONTACT INFORMATION

Group/Organization :	The Original Wildridge Association
Contact Person:	Haylee Goulet
Address:	
Phone:	Email:

EVENT INFORMATION

Type of Event:	New or Renewal/Change in Application		
Event Name/Title:	June Neighborhood gathering		
Description of Event:	getting neighbors together		
Proposed Location:	Fieldstone	Estimated Attendance:	50
Event Date and Time	Date	Time	
Set Up	Sat, June 27 (12-3pm)	10am	
Actual Event	12-3pm		
Clean Up	3pm - 4pm		

EVENT FEATURES

Will any signs/banners be put up? If yes, number and size?	Yes two in Wildridge
Will there be any inflatables? If yes, provide insurance certificate from rental vendor.	no
Will there be any entertainment? If yes, what type?	no
Will sound amplification be used? If yes, hours and type:	no
Will a stage or tent(s) be set up? If yes, Dimensions:	no
Will merchandise be sold? If yes, how many vendors:	no
Will food be preparer or served on site? If yes, contact Minnesota Department of Health	Yes, food truck
Will alcohol be served? If yes, contact Minnesota Department of Health	no
Will there be a fireworks display? If yes, obtain permit from City Hall.	no

ATTACHMENTS

(Please attach additional sheets as needed)

Site Plan

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

Certificate of Insurance we have incidental insurance

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

Permits

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

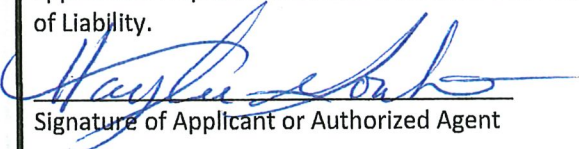
Signatures attached

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

Proof of Non-Profit Status

HOLD HARMLESS AGREEMENT

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


Signature of Applicant or Authorized Agent_____
Date**TO BE COMPLETED BY CITY HALL**

<u>DEPARTMENT</u>	<u>APPROVAL SIGNATURE</u>	<u>DATE</u>
City Administrator	<u>Matthew Old in email</u>	
Public Works		
Police	<u>chief signed off in email</u>	
Parks	<u>Nate signed off in email</u>	
Fire		

<u>Application Fee</u>	<u>Damage Deposit</u>	<u>Date Received</u>	<u>Check #</u>	<u>Receipt #</u>
	\$100			
	\$1,000 – Central			
<u>Attendance</u>	<u>0-100</u>	<u>101-1000</u>	<u>1000+</u>	
<u>Resident</u>	\$0	\$100	\$750	
<u>Non-Resident</u>	\$50	\$100	\$750	



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/24/2026

Board & Commission: City Council

Subject: Approval of Resolution R-324-2026 approving the Fireworks Permit and Contract with Minnesota Pyrotechnics LLC for a display of Fireworks/Pyrotechnics Special Effects for Midsummer Days on June 20, 2026.

Background:

For the past seven years, the North Branch Fire Relief Association has generously sponsored our annual fireworks display, and they plan to continue this tradition in 2026 during the North Branch American Legion's Midsummer Days. The City would contract with Minnesota Pyrotechnics, LLC for the display, who have provided the City with proof of sufficient liability insurance. The Firefighter Relief Association will then reimburse the city for the event costs.

Requested Council Action:

Motion and Second to approve resolution R-324-2026 approving the outdoor fireworks permit application and enter into a contract with Minnesota Pyrotechnics, LLC for Midsummer Days on June 20, 2026.

Voting Requirements:

Voting Options Simple Majority

**CITY OF NORTH BRANH
FIREWORKS APPLICATION / PERMIT
OUTDOOR PUBLIC FIREWORKS DISPLAY**

Applicant Instructions:

1. This application is for an **outdoor** public fireworks display only and is **not** valid for an indoor fireworks display.
2. This application must be completed and returned at least 15 days prior to date of display.
3. Fee upon application is **\$50** and must be made payable to City of North Branch. No fee if Municipal City sponsoring.

Name of Applicant (Sponsoring Organization): Minnesota Pyrotechnics

Address of Applicant: _____

Name of Applicant's Authorized Agent: James Baxter

Address of Agent: same as above

Telephone Number of Agent: _____ Date of Display: 06/20/2026 Time of Display: dark

Location of Display: North Branch Middle School Ballfield

Manner and place of storage of fireworks prior to display: Magazine, support truck

Type and number of fireworks to be discharged: shells, fire, comets, mines

**MINNESOTA STATE LAW REQUIRES THAT THIS DISPLAY BE CONDUCTED UNDER THE DIRECT
SUPERVISION OF A PYROTECHNIC OPERATOR CERTIFIED BY THE STATE FIRE MARSHAL.**

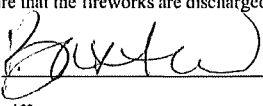
Name of Supervising Operator: James Baxter Certificate No.: 1065

Required attachments. The following attachments must be included with this application:

1. Proof of a bond or certificate of insurance in amount of at least \$ 100,000
(Suggested Amount: \$1.5 million minimum)
2. A diagram of the ground at which the display will be held. This diagram (drawn to scale or with dimensions included) must show the point at which the fireworks are to be discharged; the location of ground pieces; the location of all buildings, highways, streets, communication lines and other possible overhead obstructions; and the lines behind which the audience will be restrained.
3. Names and ages of all assistants that will be participating in the display.

The discharge of the listed fireworks on the date and at the location shown on this application is hereby approved, subject to the following conditions, if any: _____

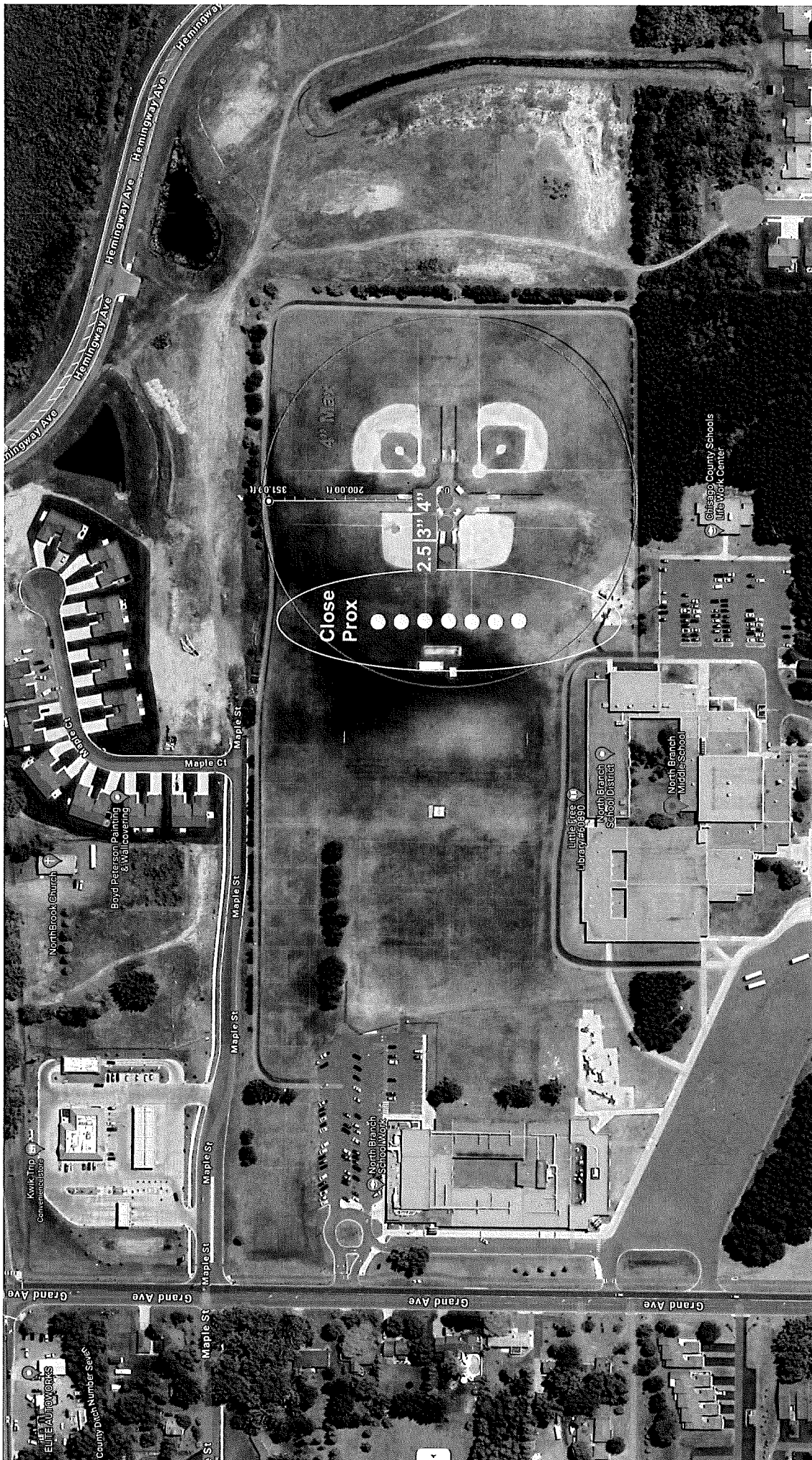
I understand and agree to comply with all provisions of this application, MN Statute 624.20 through 624.25, MN State Fire Code, National Fire Protection Association Standard 1123 (2006 edition), applicable federal law(s) and the requirements of the issuing authority, and will ensure that the fireworks are discharged in a manner that will not endanger persons or property or constitute a nuisance.

Signature of Applicant (or Agent):  Date: 04/21/2026

Signature of Fire Chief/County Sheriff: _____ Date: _____

Signature of Police Chief/County Sheriff: _____ Date: _____

Signature of City Clerk of Issuing Authority: _____ Date: _____



Sponsor: Midsummer Days, City of North Branch
Location: North Branch Middle School, North Branch

Date: January 28, 2026



FIREWORKS SHOW CONTRACT

This Contract entered into this 28th day of January 2026, engages the services of Minnesota Pyrotechnics, LLC to produce and perform a fireworks display under the following terms:

1. Minnesota Pyrotechnics, LLC reserves the right to make substitutions as reasonably necessary. All substitutions will be of equal or greater quality, quantity and value.
2. Minnesota Pyrotechnics, LLC shall provide qualified pyrotechnicians who will deliver, set-up, execute and take down the fireworks display. The pyrotechnicians shall conduct an after-display search of the grounds in an effort to locate and dispose of any unexploded or defective fireworks. The extent of such search shall be reasonably dictated by such elements as prevailing weather conditions, location of display sight, time of completion of display, etc.
3. Minnesota Pyrotechnics, LLC shall provide Liability Insurance (Including spectator and property coverage) in the amount of \$1,000,000.00 naming the Sponsor as an additional insured.
4. The cost of each display will be **\$15,000.00** at the time of signing of this contract, Sponsor will pay a **nonrefundable deposit amount of 50% (\$7,500)** The remaining balance will be paid by Sponsor prior to the displays being fired.
5. The dates of the display will be **Saturday, June 20, 2026 at Dark**. In the event inclement weather forces the cancellation of the display, Sponsor will pay 10% of the contract total to cover expenses of redisplaying the display. If the display is not rescheduled, Sponsor will pay 20% of the contract total for transportation, labor and restocking charges. The decision to proceed with the display based upon inclement weather shall be made by the Sponsor. Minnesota Pyrotechnics, LLC shall have complete authority to

- cancel the display if, in the reasonable opinion of Minnesota Pyrotechnics, LLC, the safety, health, and well-being of the pyrotechnicians and/or spectators or property would be jeopardized by proceeding with the display.
6. Sponsor shall procure and furnish a suitable location for the fireworks display in accordance with NFPA 1123, and shall secure all police, fire, local and state permits, and shall arrange for all security bonds as required by law for the location of the display. Sponsor shall furnish all necessary police, fire and other appropriate protection necessary for proper crowd control, automobile parking, and supervision in clearing of debris after the display.
 7. Sponsor explicitly acknowledges that an early morning search of the grounds/location the morning after the display is of utmost importance. If any unexploded or defective fireworks are found that were missed during the inspection the preceding evening, the Sponsor shall immediately notify Minnesota Pyrotechnics, LLC, and the local fire department.
 8. Minnesota Pyrotechnics, LLC agrees to take all steps reasonably necessary to safeguard Sponsor's property and the property of the spectators. Should any losses occur, the Sponsor must notify Minnesota Pyrotechnics, LLC of the nature of the loss and the date on which the loss occurred. Said notice shall be in writing and shall provide as much detail as reasonably possibly in relation to the nature and extent of the loss.
 9. Minnesota Pyrotechnics, LLC shall perform all services required hereunder, except when prevented by strike, lockout, act of God, accident, or other circumstances beyond Minnesota Pyrotechnics, LLC control.
 10. This Contract shall be construed by the laws of the State of Minnesota. In the event that any court of competent jurisdiction deems any provision of this agreement unenforceable, the remaining provisions hereof shall remain in full force and effect.
 11. The Sponsor shall pay to Minnesota Pyrotechnics, LLC all costs and expenses, including reasonable attorney's fees, incurred by Minnesota Pyrotechnics, LLC in enforcing the terms of this Contract.
 12. Sponsor agrees to indemnify and hold harmless Minnesota Pyrotechnics, LLC for any and all costs and liabilities which Minnesota Pyrotechnics, LLC may incur as a result, or arising out of products not supplied by Minnesota

Pyrotechnics, LLC or the actions of individuals other than the pyrotechnicians and other employees of Minnesota Pyrotechnics, LLC.

13. This Contract constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, either oral or executed in writing by the parties to be bound thereby. The waiver of any provisions of this Contract shall not constitute a waiver of any other provision of this Contract.

14. The party signing this document for the Sponsor warrants and represents that he/she is solely authorized to enter into this agreement on behalf of the Sponsor.

ADDITIONAL PROVISIONS:

Minnesota Pyrotechnics, LLC
BY/DATE : James Baxter

SPONSOR: _____

BY/DATE: _____

STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-324-2026

Resolution Approving the Permit and Contract with Minnesota Pyrotechnics LLC for Display of Fireworks/Pyrotechnics Special Effects for Midsummer Days on June 20, 2026.

WHEREAS, the City desires to contract with Minnesota Pyrotechnics, LLC. to put on a fireworks display at the North Branch Middle School on June 20, 2026; and,

WHEREAS, Minnesota Pyrotechnics, LLC. is willing to provide this service; and

WHEREAS, the requirements of a Fireworks Permit application have been met.

That the contract between the City of North Branch and Minnesota Pyrotechnics, LLC., for a fireworks display on June 20, 2026, subject to donation from the North Branch Firefighter's Relief Association, is hereby approved.

BE IT FURTHER RESOLVED:

That the City of North Branch hereby grants a permit to Minnesota Pyrotechnics, LLC., to put on a fireworks display on June 20, 2026 at the North Branch Middle School/District Office, contingent upon the following conditions being met:

1. Minnesota Pyrotechnics, LLC must supply the City with a \$1,000,000 insurance certificate naming the City s additional insured and holding the City harmless from any and all incidents that may occur.
2. Minnesota Pyrotechnics, LLC shall provide a list of the names and ages of all assistants participating in the display.
3. The Fire Department will have at least one truck and minimal crew at the launch site.
4. That the display is put on by a pyrotechnic licensed by the State of Minnesota.
5. The display cannot take place if there are high winds (30 mph or more).
6. Minnesota Pyrotechnics, LLC must comply with all state regulations including, but not limited to, shell size.
7. Only security, Minnesota Pyrotechnics, LLC., EMS and North Branch Fire Department representatives will be allowed in the safety radius area.
8. The City must notify Lakes Region EMS of the display to request personnel at the launch site.
9. The City is to provide adequate security to keep people out of the area where the fireworks will be set off.
10. The City will provide an additional police officer from 9 p.m. to 11:00 p.m. in the area.

Adopted by the City Council of North Branch on May 13, 2026.

Approved:

Kevin Schieber, Mayor

Attested:

Matthew Hill, City Administrator



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/27/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - Tower Liquors

Background Information:

Tower Liquor has applied for a Cannabis Retail Registration Application for a Lower-Potency Hemp Edible Retailer located at 38658 Tanger Drive, 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 Tower Liquors located at 38658 Tanger Drive, North Branch, MN 55056.

Voting Requirements:

Voting Options Simple Majority

EST.



1881

NORTH BRANCH

Cannabis Retail Registration

Application

TODAY'S DATE 04/22/2026Application 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☐ 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 110098352Address of Retail Location 3865 TANGER DR.City NORTH BRANCHState MNZip Code 55056**Applicant Information:**Applicant's Full Name STANISLAV SIDORENKOApplicant's Address 5915 TROY LN NCity PLYMOUTHState MNZip Code 55446Phone # (612) 227-6065Email Address TOWERLIQUORMN@GMAIL.COMAre 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 _____

Owner's Address _____

City _____

State _____

Zip Code _____

Phone # _____

Email Address _____

Minnesota cannabis or lower potency business license

number: LPDIS-425-001232

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.

A handwritten signature in black ink, appearing to be 'C. J. [unclear]', written over a horizontal line.



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/28/2026

Board & Commission: City Council

Subject: Approval of Mobile Food Truck License - Medinas Tacos

Background Information:

Medinas Tacos has applied for an Annual Mobile Food Truck License to sell Mexican Food at 6241 Main Street, North Branch, MN 55056 between May 2026-November 2026. All documents are in order, and payment has been made to cover the annual fee.

Requested Action:

Approve the Mobile Food Truck License application for Medinas Tacos.

Voting Requirements:

Voting Options Simple Majority



VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT

APPLICANT INFORMATION	
Full Legal Name (F,M,L)	Jose Medina
Address	3022 140th Ave. NE, Ham Lake, MN 55304
Phone	
Email	

BUSINESS INFORMATION	
Business Owner Name	Jose Medina ☒ Same as applicant.
Business Name	medinas Tacos
Doing Business As	

OWNER INFORMATION	
Operator Name	☒ Same as applicant.
Employee Name	
Employee Name	
Employee Name	

VEHICLE INFORMATION					
License Plate	State	Make	Model	Year	Color
206-13 0507682	MN	Tracker		1981	BLACK

LOCATION INFORMATION			
☐ Private Property	☐ Downtown District	☐ City Property	☐ Community Event
Location Address			
Vehicle Location on Site			

OPERATIONS INFORMATION			
Date of Operation	From	May 2020	To Nov 2020
Hours of Operation	From	10am	To 6pm
Items to be Sold	Mexican Food		

FEES			
☐ \$30 – Event (1 to 3 Days)	☐ \$100 – Annual	☐ \$50 – Background Check*	

Background Check Fee for Ice Cream Vendors only.

ACKNOWLEDGEMENT

I have completed all of the applicable licensing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct. I have read the City ordinance regarding Mobile Food Units, and understand the rules and regulations set therein. I agree to hold harmless and indemnify the City, and its officers and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

Jose Medina Pacheco
 Applicant Signature

04/27/2020
 Date

VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT – SPECIAL PERMISSIONS

NOTICE TO PROPERTY OWNER
Written consent is required of a Mobile Food Unit operator to conduct business on public or private property. City Code states, but is not limited to, the following regarding such operations on public or private property.
1. Must be setback five (5) feet from side and rear property lines and 20 feet from driveways.
2. Must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted.
3. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements.
4. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m. unless otherwise permitted.

APPLICANT INFORMATION	
Name	Jose Medina
Business Name	Medinas Tacos
Doing Business As	Medinas TACOS

PROPERTY INFORMATION			
Location		Public Property	Private Property
Business Name	The Barn Door Is Open, LLC		
Address	10241 Main St		
Contact Name	Mindi Kopp	Position	Owner
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Mindi Kopp

Property Owner or Authorized Representative Signature

4/24/21
Date

RESTAURANT WAIVER			
Mobile Food Unit shall be located within 50 feet of restaurant main entrance			
Restaurant Name			
Address			
Contact Name		Position	
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 05/07/2026

Board & Commission: City Council

Subject: Approval of Mobile Food Truck License — Brick Oven Pizza

Background Information:

Brick Oven Pizza has applied for an Annual Mobile Food Truck License to sell Pizza at 38964 Branch Avenue, North Branch, MN 55056 . All documents are in order, and payment has been made to cover the annual fee.

Requested Action:

Approve the Mobile Food Truck License application for Brick Oven Pizza

Voting Requirements:

Voting Options Simple Majority



VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT

APPLICANT INFORMATION		
Full Legal Name (F,M,L)	Paris James Rosen	
Address		
Phone	Home	Cell
Email		

BUSINESS INFORMATION	
Business Owner Name	☒ Same as applicant.
Business Name	Brick Oven Bus
Doing Business As	

OWNER INFORMATION	
Operator Name	☒ Same as applicant.
Employee Name	Sean Duffy
Employee Name	Jeff Kingren
Employee Name	Andrew Kania

VEHICLE INFORMATION					
License Plate	State	Make	Model	Year	Color
YCE7578	MN	Freightliner	Thomas C2	2015	Yellow

LOCATION INFORMATION					
☐ Private Property	☐ Downtown District	☒ x	☐ City Property	☐ Community Event	
Location Address	Peterson's North Branch Mill				
Vehicle Location on Site					

OPERATIONS INFORMATION				
Date of Operation	From	5/6/2026	To	TBD
Hours of Operation	From	3pm	To	8pm
Items to be Sold	pizza			

FEES				
☐ \$30 – Event (1 to 3 Days)	☒ x	☐ \$100 – Annual	☐	☐ \$50 – Background Check*

Background Check Fee for Ice Cream Vendors only.

ACKNOWLEDGEMENT

I have completed all of the applicable licensing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct. I have read the City ordinance regarding Mobile Food Units, and understand the rules and regulations set therein. I agree to hold harmless and indemnify the City, and its officers and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

Applicant Signature

5/6/2026

Date

OPERATIONAL REQUIREMENTS

City Code Section §18-350 to §18-357 sets the following the conditions of operation for Mobile Food Units.

1. Must possess valid City Vendor License for dates of operation.
2. Must possess and present valid food license from State and/or Chisago County health agencies.
3. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m., unless otherwise permitted.
4. Must have permission to operate on public or private property, and must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted.
5. Must meet setbacks of five (5) feet from side and rear yards and 20 feet from driveways on public and private property, except in the Downtown District.
6. May occupy no more than two (2) on-street parking spaces when operating in the Downtown District, and may not obstruct pedestrian or traffic movement.
7. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements.
8. May not sell to the general public in residential zones unless a Special Event Permit is issued to the Mobile Food Unit, except for Ice Cream Vendors.
9. Must provide own power supply and garbage and recycling receptacles.
10. May not have external seating, and only signage affixed to the vehicle is allowed.
11. Must provide food from a fixed location and may not operate a drive up or drive through service.
12. May not generate external audible noise, other than that which is typical to the operation, except for Ice Cream Vendors which may use outdoor music or noise-making devices to announce their presence.

OPERATIONAL REQUIREMENTS

Application Fee	Non-refundable application fee payable to the City of North Branch.
Background Check Fee	Non-refundable fee for background verification; Ice Cream Vendors only.
Licenses	A copy of all applicable licenses issued by the State of Minnesota and/or Chisago County necessary to operate a mobile food vending operation.
Insurance	A copy of Liability and Worker's Compensation insurances.
Property Approval	Completed Special Permissions Form authorizing a Mobile Food Unit to operate on private property.
Restaurant Waiver	Completed Special Permissions form authorizing a Mobile Food Unit to operate within 50 feet of a restaurant main entrance.
Pictures	Pictures of vehicle(s) to be located in community and set up of operation.
Menu	Copy of menu of food items for sale from the Mobile Food Unit.
Other Items	City staff reserve the right to require additional items be submitted for a full review of the application if deemed necessary to consider the request.
Submittal Format	(1) Hardcopy of Application & Attachments Electronic copy of Application & Attachments

All documents are public information.

NOTICE TO APPLICANT

A License Application is required for each Mobile Food Unit vehicle. Each owner, operator and/or employee of an Ice Cream Vendor that may conduct business in the City must complete the required background check. All License Applications for Mobile Food Units are reviewed individually and are evaluated based on their own merit(s). It is the responsibility of all applicants and license holders to review, understand and follow City Code Section §18-350 to §18-357 regarding Mobile Food Unit operations. The City reserves the right to deny applications for reasons including, but not limited to, failure to provide required information, and to revoke licenses for failure to comply with Mobile Food Unit operational requirements or other reasons as stated in City Code and/or loss of other required licenses, insurance, etc.

VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT – SPECIAL PERMISSIONS

NOTICE TO PROPERTY OWNER	
Written consent is required of a Mobile Food Unit operator to conduct business on public or private property. City Code states, but is not limited to, the following regarding such operations on public or private property. 1. Must be setback five (5) feet from side and rear property lines and 20 feet from driveways. 2. Must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted. 3. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements. 4. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m. unless otherwise permitted.	

APPLICANT INFORMATION	
Name	Brick Oven Bus
Business Name	Brick Oven Bus
Doing Business As	

PROPERTY INFORMATION			
Location		Public Property	Private Property
Business Name	Peterson's North Branch Mill		
Address	38964 Branch Avenue, North Branch, MN 55056		
Contact Name	Jen T	Position	
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date

RESTAURANT WAIVER			
	Mobile Food Unit shall be located within 50 feet of restaurant main entrance		
Restaurant Name			
Address			
Contact Name		Position	
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date



CONSENT FOR THE RELEASE OF INFORMATION FOR 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 Tobacco 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.

Paris Rosen

FULL NAME (PRINTED)

DATE OF BIRTH



SIGNATURE (authorizing release)

DRIVERS LICENSE NUMBER

5/6/2026

DATE SIGNED



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 05/06/2026

Board & Commission: City Council

Subject: Approval of Mobile Food License - Siagon Delicious

Background Information:

Siagon Delicious has applied for an annual Mobile Food Truck License to sell Food at Peterson's Mill and Cartful between May 2026-July 2026. All documents are in order, and payment has been made to cover the fee.

Requested Action:

Approve the Mobile Food Truck License application for Siagon Delicious.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT

APPLICANT INFORMATION		
Full Legal Name (F,M,L)	HONG ANN NGOC TRAN	
Address		
Phone	Home	Cell
Email		

BUSINESS INFORMATION	
Business Owner Name	Hong Ann Ngoc Tran ☐ Same as applicant.
Business Name	Sargo & Delicieux
Doing Business As	

OWNER INFORMATION	
Operator Name	☒ Same as applicant.
Employee Name	
Employee Name	
Employee Name	

VEHICLE INFORMATION					
License Plate	State	Make	Model	Year	Color
	MN	Stepvan	Cumc	1979	Blue

LOCATION INFORMATION			
☐ Private Property	☐ Downtown District	☐ City Property	☐ Community Event
Location Address			
Vehicle Location on Site			

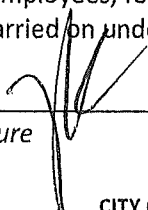
OPERATIONS INFORMATION			
Date of Operation	From		To
Hours of Operation	From		To
Items to be Sold			

FEES			
\$30 – Event (1 to 3 Days)	\$100 – Annual	\$50 – Background Check*	

Background Check Fee for Ice Cream Vendors only.

ACKNOWLEDGEMENT

I have completed all of the applicable licensing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct. I have read the City ordinance regarding Mobile Food Units, and understand the rules and regulations set therein. I agree to hold harmless and indemnify the City, and its officers and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

Applicant Signature 

Date 5-1-2020



NORTH BRANCH

VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT – SPECIAL PERMISSIONS

NOTICE TO PROPERTY OWNER

Written consent is required of a Mobile Food Unit operator to conduct business on public or private property. City Code states, but is not limited to, the following regarding such operations on public or private property.

1. Must be setback five (5) feet from side and rear property lines and 20 feet from driveways.
2. Must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted.
3. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements.
4. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m. unless otherwise permitted.

APPLICANT INFORMATION

Name	Thong Anh Nguyen
Business Name	Saigon Delicieux
Doing Business As	Saigon Delicieux

PROPERTY INFORMATION

Location	Public Property	☒	Private Property
Business Name	Pho Son's Noodle Bowl		
Address	38964 Branch Ave North Branch, MN 55056		
Contact Name	Jeff Peterson	Position	owner
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

5/5/2020
Date

RESTAURANT WAIVER

Mobile Food Unit shall be located within 50 feet of restaurant main entrance			
Restaurant Name			
Address			
Contact Name		Position	
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date



NORTH BRANCH

VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT – SPECIAL PERMISSIONS

NOTICE TO PROPERTY OWNER

Written consent is required of a Mobile Food Unit operator to conduct business on public or private property. City Code states, but is not limited to, the following regarding such operations on public or private property.

1. Must be setback five (5) feet from side and rear property lines and 20 feet from driveways.
2. Must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted.
3. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements.
4. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m. unless otherwise permitted.

APPLICANT INFORMATION

Name	Thuy Anh Nguyen
Business Name	Saigon Delicieux
Doing Business As	Saigon Delicieux

PROPERTY INFORMATION

Location	Public Property	☒	Private Property
Business Name	Café		
Address	5630 82nd Ave NE, North		
Contact Name	John	Position	Manager
Phone	5		
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date

RESTAURANT WAIVER

Mobile Food Unit shall be located within 50 feet of restaurant main entrance			
Restaurant Name			
Address			
Contact Name		Position	
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date

05/05/26



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/30/2026

Board & Commission: City Council

Subject: Approve Massage Therapist License - Jennifer Landgren

Background Information:

An application for a Massage Therapist License was submitted by Jennifer Landgren, located at 6613 Granby Street, North Branch, MN. A complete background was completed, supporting documentation and applicable fees have been received.

Recommendation:

Council to approve the Massage Therapist License for Jennifer Landgren, located at 6613 Granby Street, North Branch, MN.

Voting Requirements:

Voting Options Simple Majority



I do hereby swear that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of North Branch, its agents, and employees, to obtain any necessary information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and the qualifications for said license. I do understand that providing false information shall be grounds for denial of my license. I fully understand that it is my responsibility to be familiar with and abide by the requirements of the City, which is detailed in the pertinent section of the North Branch City Code, which is available on the City website at www.ci.north-branch.mn.us or upon request from the City Clerk and to be familiar with and abide by the laws of the City of North Branch and the State of Minnesota relating to this licensure.

4-27-26
Date

Jennifer Landgren
Signature of Applicant

You must be eighteen years of age or older and applicant MUST provide the additional following information:

- A color copy of valid MN driver's license or MN State identification card
- Educational Transcripts or Relevant certificates of massage or additional training

FOR OFFICE USE ONLY

Receipt # and Date: _____
Form SP-CI Received: () Yes () No
Work Comp Cert. Received: () Yes () No
Tennessee Warning: () Yes () No



NORTH BRANCH

CONSENT FOR THE RELEASE OF INFORMATION FOR TOBACCO/LIQUOR/DANCE/MASSAGE 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 Tobacco 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.

Jennifer Ann Landgren
FULL NAME (PRINTED)

DATE OF BIRTH

Jennifer Ann Landgren
SIGNATURE (authorizing release)

DRIVERS LICENSE NUMBER

4/27/20
DATE SIGNED



NORTH BRANCH

APPLICATION FOR LICENSE INVOLVING PRIVATE OR CONFIDENTIAL INFORMATION (Tennessee Warning)

THIS FORM MUST BE COMPLETED BY ALL INDIVIDUALS LISTED IN APPLICATION

In connection with your request for a license/registration the City of North Branch has asked that you provide it with information about yourself which is classified as either *private* or *confidential* by the Minnesota Government Data Practices Act (M.S.A. 13.04). Accordingly, the City is required to inform you of the following:

1. The private or confidential information requested includes, but may not necessarily be limited to, the following: *Your social security number or Minnesota business identification number.*
2. The purpose and intended use of the information requested is: *To comply with Minnesota Statutes, Section 270.72.*
3. You are required to supply the requested information.
4. The known consequences of supplying the requested information is as follows: *Loss or denial of the requested license if you owe the State of Minnesota delinquent taxes, penalties or interest.*
5. The known consequences of refusing to supply the requested information is: *Your request for a license cannot be processed.*
6. The following persons and entities are authorized by law to receive the information if provided: *State of Minnesota - Department of Revenue and other government agencies as provided by law.*

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice.

Applicant's Signature: _____

Printed Name of Applicant: _____

Date: _____

Jennifer A Landgren
Jennifer A Landgren

4-27-26



NORTH BRANCH

BUSINESS/SP-CI TAX CLEARANCE INFORMATION SHEET

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: Massage Therapist

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

LICENSE RENEWAL DATE: January 1 2017

PERSONAL INFORMATION (If applicable):

Applicant's Name Jennifer A Landgren
Applicant's Address 1413 Granby St. N.B. MN 55056
City State Zip

Social Security Number: _____

BUSINESS INFORMATION (If applicable):

Business Name Ardent Soul Massage
Business Address 1413 Granby St N.B MN 55056
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.

Jennifer A Landgren Owner 4/27/16
Signature Position (Officer, Partner, etc.) Date



CERTIFICATION OF COMPLIANCE WITH THE MINNESOTA WORKERS' COMPENSATION LAW

Name Landgren, Jennifer Ann Doing Business As Ardent Soul Massage
Print last name, first name, and middle name. Print full business name, if different than your name.

Social Security No. _____ Federal Employer ID No. _____ State ID No. _____

Address 1413 Granby St N.B. MN 55056
Print street address or route number. City or town name. State Zip Code

Business Telephone No. _____ Home Telephone No. _____

Type of Business Massage Therapist
Print description (for Example: Bldg. Construction; or Logging; or Manufacturing.)

Workers' Compensation Insurance Company Name N/A
Print full name of insurance company (NOT insurance agent).

Policy No. _____
Print full number from insurance policy.

Dates of Coverage _____ Through _____
Print starting date. Print ending date.

- OR -

I certify that I am not required to carry workers' compensation insurance because:
(Check One)

☒ I am a sole proprietor and I have no employees.

☐ I have no employees who are covered by the workers' compensation law.
(Only employees who are specifically exempted by statute are not covered by the worker's compensation law. These include: Spouse; Parents; Children, regardless of age; and farm labor employees of a family farm that spent less than \$8,000 for farm labor in the previous calendar year. All other workers whose work activity is controllable by the employer must be covered.)

I understand that the information provided above will be verified by the Minnesota Department of Labor and Industry. I understand that I am subject to a \$1,000 penalty if the information is false.

Signed By: Jennifer Landgren Date 4/27/26



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/30/2026

Board & Commission: City Council

Subject: Approve Massage Business License — Ardent Soul Massage

Background Information:

An application for a Massage Business License from Ardent Soul Massage by Jennifer Landgren. All pertinent information was submitted, and a complete background was completed, supporting documentation and applicable fees. The business will be operating from 6613 Granby Street, North Branch.

Requested City Council Action:

Council to approve the Massage Business License submitted by Ardent Soul Massage by Jennifer Landgren.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

CITY OF NORTH BRANCH APPLICATION FOR THERAPEUTIC MASSAGE BUSINESS LICENSE

The annual fee for a Massage Business License is \$150.00. If all information is correct please sign and submit with your payment for the license. If any information is incorrect please make necessary changes. All required forms and payment must be submitted for this application to be considered complete and ready for processing.

APPLICANT INFORMATION

Company Name:
Address:
Business Name (DBA):
Applicant is a(n):

Ardent Soul Massage
6613 Granby St. NB 55056
Ardent Soul Massage
Other: LLC

LOCATION INFORMATION

Legal Description:
Address:
Phone:
Alternate Phone or Email:

Lot 001 BLK 005 Fox Run 484
6613 Granby St, NB 55056

No

PARTNER/OFFICER INFORMATION

Name:
Home Address:
Mailing Address:
Phone Number:
Alternate Phone or Email:
Date of Birth:

Jennifer Landgren
6613 Granby St, NB 55056
Same

Have you ever been convicted of a misdemeanor or felony violation of local ordinances or state laws, with the exception of misdemeanor traffic violations?

No

Are you currently licensed in other communities, if yes, where? State of WI

In the past five (5) years, have you applied for or held a license to conduct a like or similar activity in any other City or State, not including North Branch?

Yes, State of WI

PARTNERSHIP INFORMATION

General Partner Name: N/A

Limited Partner Name:

CORPORATION INFORMATION

General Manager Name: N/A

Corporate Officer Name:

Proprietor Name:

License Dates: January 1 through December 31, 2026

I do hereby swear that the answers in this application are true and correct to the best of my knowledge. I do authorize the City of North Branch, its agents, and employees, to obtain any necessary information and to conduct an investigation, if necessary, into the truth of the statements set forth in this application and the qualifications for said license. I do understand that providing false information shall be grounds for denial of my license. I fully understand that it is my responsibility to be familiar with and abide by the requirements of the City, which is detailed in the pertinent section of the North Branch City Code, which is available on the City website at www.ci.north-branch.mn.us or upon request from the City Clerk and to be familiar with and abide by the laws of the City of North Branch and the State of Minnesota relating to this licensure.

4/30/2026
Date

Jennifer Landgreen
Signature of Applicant

Mailing address until 5/20/2026
Centuria, WI 54824

FOR OFFICE USE ONLY

Receipt # and Date: _____
Form SP-CI Received: () Yes () No
Work Comp Cert. Received () Yes () No
Tennessee Warning: () Yes () No



NORTH BRANCH

CONSENT FOR THE RELEASE OF INFORMATION FOR TOBACCO/LIQUOR/DANCE/MASSAGE 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 Tobacco 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.

Jennifer Ann Landgren
FULL NAME (PRINTED) DATE OF BIRTH
Jennifer Ann Landgren
SIGNATURE (authorizing release) DRIVERS LICENSE NUMBER

4/30/2026
DATE SIGNED



CERTIFICATION OF COMPLIANCE WITH THE MINNESOTA WORKERS' COMPENSATION LAW

Name Landgren, Jennifer A Doing Business As Ardent Soul Massage
Print last name, first name, and middle name. Print full business name, if different than your name.

Social Security No. Federal Employer ID No. State ID No.

Address 1413 Granby St N.B MN 55056
Print street address or route number. City or town name. State Zip Code

Business Telephone No. Home Telephone No.

Type of Business Massage Therapy
Print description (for Example: Bldg. Construction; or Logging; or Manufacturing.)

Workers' Compensation Insurance Company Name N/A
Print full name of insurance company (NOT insurance agent).

Policy No. N/A
Print full number from insurance policy.

Dates of Coverage N/A Through
Print starting date. Print ending date.

- OR -

I certify that I am not required to carry workers' compensation insurance because:
(Check One)

☒ I am a sole proprietor and I have no employees.

☐ I have no employees who are covered by the workers' compensation law.
(Only employees who are specifically exempted by statute are not covered by the worker's compensation law. These include: Spouse; Parents; Children, regardless of age; and farm labor employees of a family farm that spent less than \$8,000 for farm labor in the previous calendar year. All other workers whose work activity is controllable by the employer must be covered.)

I understand that the information provided above will be verified by the Minnesota Department of Labor and Industry. I understand that I am subject to a \$1,000 penalty if the information is false.

Signed By Jennifer Landgren Date 4/30/2020



NORTH BRANCH

BUSINESS/SP-CI TAX CLEARANCE INFORMATION SHEET

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: Massage Therapist
LICENSING AUTHORITY: City of North Branch, Chisago County, Minnesota
LICENSE RENEWAL DATE: December 31, 2026

PERSONAL INFORMATION (If applicable):

Applicant's Name Jennifer Landgren
Applicant's Address 1613 Granby St. NB. MN 55056
City State Zip
Social Security Number: _____

BUSINESS INFORMATION (If applicable):

Business Name Ardent Soul Massage
Business Address 1613 Granby St. NB. MN 55056
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.

Jennifer Landgren Owner 4/30/26
Signature Position (Officer, Partner, etc.) Date

I am the owner/operator with no employees. No goods sold, only services rendered in which I receive a 1099 from my scheduling service which is filed under my personal name and Social Security #.



NORTH BRANCH

APPLICATION FOR LICENSE INVOLVING PRIVATE OR CONFIDENTIAL INFORMATION (Tennessee Warning)

THIS FORM MUST BE COMPLETED BY ALL INDIVIDUALS LISTED IN APPLICATION

In connection with your request for a license/registration the City of North Branch has asked that you provide it with information about yourself which is classified as either *private* or *confidential* by the Minnesota Government Data Practices Act (M.S.A. 13.04). Accordingly, the City is required to inform you of the following:

1. The private or confidential information requested includes, but may not necessarily be limited to, the following: *Your social security number or Minnesota business identification number.*
2. The purpose and intended use of the information requested is: *To comply with Minnesota Statutes, Section 270.72.*
3. You are required to supply the requested information.
4. The known consequences of supplying the requested information is as follows: *Loss or denial of the requested license if you owe the State of Minnesota delinquent taxes, penalties or interest.*
5. The known consequences of refusing to supply the requested information is: *Your request for a license cannot be processed.*
6. The following persons and entities are authorized by law to receive the information if provided: *State of Minnesota - Department of Revenue and other government agencies as provided by law.*

The undersigned, by signing this notice, acknowledges that he/she has read and understood the contents of this notice.

Applicant's Signature:

Printed Name of Applicant:

Date:

Jennifer Landgren
Jennifer Landgren
4/30/2026



City of North Branch
 PO Box 910
 North Branch, MN 55056
 (651) 674-8113

XBP Confirmation Number: 313682223

Transaction detail for payment to City of North Branch.			Date: 04/30/2026 - 12:20:46 PM MT	
Transaction Number: 269273866 Visa — XXXX-XXXX-XXXX-6136 Status: Successful				
Account #	Item	Receipt Number	Quantity	Item Amount
	Massage License		1	\$150.00

TOTAL: \$150.00

▶ Transaction detail for payment to City of North Branch.			Date: 04/30/2026 - 12:20:47 PM MT	
Transaction Number: 269273870 Visa — XXXX-XXXX-XXXX-6136 Status: Successful				
Account #	Item	Quantity	Item Amount	
	North Branch SF	1	\$4.50	

TOTAL: \$4.50

Billing Information
 Jennifer Landgren
 55056

Transaction taken by: Admin tonyak



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 04/30/2026

Board & Commission: City Council

Subject: Approval of LG214 & LG215 permits for the Muddy Cow/Merrick, Inc.

Background:

The City of North Branch has received an LG214 & LG215 Premises Permit Application for the American Legion to host their gambling enterprise at the Muddy Cow North Branch LLC. The LG214 Premises Permit Application requires approval from the City before the MN Lawful Gambling approves its application.

The clerk's office signs off on the application before the applicant can send it to the Minnesota Alcohol & Gambling Enforcement office for approval.

Staff Recommendation:

Staff recommends council approval of this application for submission to the Minnesota Gambling Control Board by The Muddy Cow/Merrick, Inc.

Voting Requirements:

Voting Options Simple Majority

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION			
Organization: Merrick, Inc.		License/Site Number:	
Address: 3210 Labore Road		Daytime Phone:	
City: Vadnais Heights		State: Zip: MN 55110	
Name of Leased Premises: Muddy Cow Bar & Grill		Street Address: 5896 Old Main St.	
City: North Branch		State: Zip: Daytime Phone: MN 55056	
Name of Legal Owner:		Business/Street Address:	
City:		State: Zip: Daytime Phone:	
Name of Lessor (if same as legal owner, write "SAME"):		Address:	
City:		State: Zip: Daytime Phone:	
Check applicable item: ☒ New or amended lease. Effective date: _____. Submit changes at least ten days before the effective date of the change. ☐ New owner. Effective date: _____. Submit new lease within ten days after new lessor assumes ownership.			
CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)			
☒ Pull-Tabs (paper) ☒ Pull-Tabs (paper) with dispensing device ☒ Bar Bingo ☒ Bingo ☒ Tipboards ☒ Paddlewheel ☐ Paddlewheel with table		☒ Electronic Pull-Tabs ☒ Electronic Linked Bingo Electronic games may only be conducted: 1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or 2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)			
BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.			
ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed 10% of gross profits for that month. • Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750. • The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.			
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.			
ELECTRONIC GAMES: Monthly rent to be paid: <u>15</u> %, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.			
ALL OTHER GAMES: Monthly rent to be paid: <u>20</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling. • If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap.			
BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)			
Bingo rent is limited to one of the following: • Rent to be paid: ____%, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo. • OR • Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. ⇒ Rent may not be paid for bar bingo. ⇒ Bar bingo does not include bingo games linked to other permitted premises.			
LEASE TERMINATION CLAUSE (must be completed)			
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:			

LG215 Lease for Lawful Gambling Activity

6/15 Page 2 of 2

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

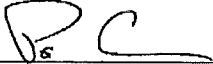
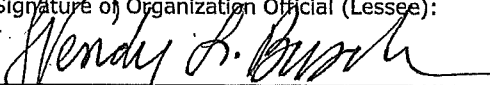
- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor: 	Date: 4/22/2026	Signature of Organization Official (Lessee): 	Date: 4/22/2026
Print Name and Title of Lessor: Pat Conroy, President		Print Name and Title of Lessee: Wendy L. Busch, Gambling Mgr.	

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
Minnesota Gambling Control Board
1711 W. County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

MINNESOTA LAWFUL GAMBLING
LG214 Premises Permit Application

6/15 Page 1 of 2

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

1. If the premises is leased, attach a copy of your lease. Use LG215 Lease for Lawful Gambling Activity.
2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Merrick, Inc. License Number: _____
Chief Executive Officer (CEO) Mike Greenbaum Daytime Phone: _____
Gambling Manager: Wendy L. Busch Daytime Phone: _____

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Muddy Cow Bar & Grill

List any previous names for this location:

Street address where premises is located: 5896 Old Main Street
(Do not use a P.O. box number or mailing address.)

City: North Branch OR Township: _____ County: Chisago Zip Code: 55056

Does your organization own the building where the gambling will be conducted?

☐ Yes ☒ No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? ☒ Yes ☐ No ☐ Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? ☐ Yes ☒ No ☐ Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Huntington/Frandsen Bank Account Number: _____
Bank Street Address: 8432 Tamarack Village / 3585 Hwy. 61 City: Woodbury/Vad.Hts. State: MN Zip Code: 55125/55110

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>3210 Labore Road</u>	<u>Vadnais Heights</u>	<u>MN</u>	<u>55110</u>
<u>3700 Hwy. 61</u>	<u>White Bear Lake</u>	<u>MN</u>	<u>55110</u>
<u>1239 Willow Lake Blvd.</u>	<u>Vadnais Heights</u>	<u>MN</u>	<u>55110</u>

LG214 Premises Permit Application

6/15 Page 2 of 2

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
Local unit of government must sign.	TOWNSHIP NAME: _____
	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

ACKNOWLEDGMENT AND OATH

- I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
- The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
- I have read this application and all information submitted to the Board is true, accurate, and complete.
- All required information has been fully disclosed.
- I am the chief executive officer of the organization.
- I assume full responsibility for the fair and lawful operation of all activities to be conducted.
- I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
- Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
- I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
- I understand the fee is non-refundable regardless of license approval/denial.

Signature of Chief Executive Officer (designee may not sign)

4/20/2026
Date

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public.

Information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 05/04/2026

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 22nd City Council meeting, we continued our discussion on 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. Based on our discussion, I added language to section 145.9 to the draft ALPR policy listing the local law enforcement agencies that would initially have access to our ALPR data and requiring North Branch City Council approval for adding additional agencies. I also included a provision that would allow the Chief of Police the authority to immediately suspend or terminate an agency's access to NBPD ALPR data for misuse, unauthorized use, or for violation of applicable laws, policies, or data-sharing agreements (changes are highlighted in red in the attached draft policy).

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 March 13, 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 13th day of March, 2026.

Kevin Schieber, Mayor

ATTEST:

Matthew Hill, City Administrator

NORTH BRANCH POLICE DEPARTMENT

GENERAL ORDER: 145.0
EFFECTIVE: May 13, 2026
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 following law enforcement agencies are authorized to access North Branch Police Department ALPR data:

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

Any other law enforcement agency seeking access to North Branch Police Department ALPR data must submit a written request to the Chief of Police. The Chief of Police will present the request to the North Branch City Council for consideration. Access will only be granted upon approval by the North Branch City Council.

The Chief of Police retains the authority to immediately suspend or terminate an agency's access to ALPR data for misuse, unauthorized use, or violation of applicable laws, policies, or data-sharing agreements.

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 **must be** approved by **the North Branch City Council 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.



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 05/04/2026

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 22, 2026 City Council meeting, we continued our discussion 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:** \$63,000

Installation fees: Waived by Flock Safety if approved

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 13th day of May, 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™ 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).

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Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 05/05/2026

Board & Commission: City Council

Subject: Approval of Resolution R-328-2026 requesting Chisago County provide a traffic speed study on Falcon Avenue

Background:

Chisago County is interested in reviewing CR 68/Falcon Ave in North Branch as an area that could potentially receive a lower speed designation. In order to move forward, the County Board has to request that the State of MN conduct the speed study and review the speed limit. Since this is within the city limits, a resolution from the Council requesting to study the speed is required. The State sets the speed limits after conducting a speed study.

Requested action:

Motion and second to approve resolution R-328-2026 requesting that the Chisago County Board provide a traffic speed study on CR 68/Falcon Ave

Voting Requirements:

Voting Options Simple Majority

**STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF NORTH BRANCH**

CITY COUNCIL RESOLUTION NO. R-328-2026

Resolution Requesting Chisago County to Conduct a Speed Study on Falcon Avenue

WHEREAS, Falcon Avenue is a roadway under the shared interest of the City of North Branch and Chisago County; and

WHEREAS, the City of North Branch has received safety concerns regarding vehicle speeds and residential development on Falcon Avenue south of Highway 95; and

WHEREAS, the North Branch Speed Limit Policy identifies Falcon Avenue as a segment requiring speed limit evaluation and potential reduction; and

WHEREAS, the City Council finds it in the public interest to ensure safe travel speeds on collector roads to improve safety and accommodate ongoing development.

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

The City of North Branch hereby formally requests the Chisago County Board of Commissioners to conduct a speed study on Falcon Avenue, specifically from Highway 95 to the south City limit, to determine the appropriate speed limit for this corridor.

Passed by the City Council of North Branch, Minnesota this ____ day of _____ 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 05/06/2026

Board & Commission: City Council

Subject: Approval of Resolution R-329-2026 authorizing the 2024 Overlay Pay Request #4 (Final)

The City's 2024 overlay project was completed and punch list items have been addressed. Knife River Corporation has submitted pay request #4 (Final) for the amount of \$93,658.21. The quantities completed have been reviewed and agreed upon by the contractor and WSB the City's engineer as accurate, and we recommend that the City of North Branch approve construction pay voucher #4 (Final) for Knife River Corporation.

The project was started late in the year 2024, and punch list items (striping and vegetation) were completed in the fall of 2025. Final invoicing and closing documents were prepared this winter and presented to the City Engineer for their review on May 1, 2026.

The City went out to bid for the project and the bids were opened on August 15, 2024, with Knife River being approved as the low bid.

Recommended Action:

Motion and Second to approve resolution R-329-2026 authorizing 4th and Final payment to Knife River Corporation in the amount of \$93,658.21 for the 2024 Overlay Project.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA
COUNTY OF CHISAGO
CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-329-2026

Resolution R-329-2026 Approving 2024 Overlay Pay Request #4 (Final)

WHEREAS, pursuant to City Council Authorization on April 23, 2024 the plans and specifications for the 2024 overlay project were approved, and the City's 2024 street overlay project was advertised and four bids were opened August 15th, 2024. WSB checked the bids for mathematical accuracy and the low bid was from Knife River Corporation-North Central for the amount of \$1,394,908.50, and

WHEREAS, Knife River has submitted pay request number 4 in the amount of \$93,658.21, and the quantities have been reviewed and approved by both the contractor and the City's Engineer WSB and Associates as accurate,

Now, Therefore, Be It Resolved That: The City of North Branch Council approve the 2024 Overlay Pay Request number 4 in the amount of \$93,658.21 as outlined in the said report for the local and state aid streets as presented.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH
THIS 13TH DAY OF MAY, 2026.

Kevin Scheiber, Mayor

ATTEST:

Tonya Kostuch, City Clerk

May 5, 2026

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

Re: 2024 Street Overlay Project
City of North Branch
SAP No. 225-118-003, 225-120-004, 225-106-004
WSB Project No. 025057-000

Dear Mr. Hill:

Pay Voucher No. 4 (Final) for the above referenced project in the amount of \$93,658.21 is enclosed. The quantities completed have been reviewed and agreed upon by the contractor. We hereby recommend that the City of North Branch approve the Final Construction Pay Voucher for Knife River Corporation – North Central.

We have also enclosed the following required documents:

1. Satisfactory showing that the contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the contractor by reasons of the contract have been fully paid or satisfactorily secured (lien waivers).
3. Consent of Surety to Final Payment certification from the contractor's surety.
4. Two-year maintenance bond.

Please include one executed copy of the pay voucher with the payment to Knife River Corporation – North Central and return one executed copy to our office for our file. If you have any questions or comments regarding this voucher, please contact me at 612.388.9652. Thank you.

Sincerely,

WSB



Justin Messner, PE
Director, Municipal Services

Attachments

Client: City of North Branch 6408 Elm Street North Branch, MN 55056-0910	Contractor: Knife River Corporation - North Central 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379
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WSB Project No.: 025057-000
Client Project No.:
State Project No.: SAP 225-118-003 SAP 225-120-004, SAP 225-106-004
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$1,394,908.50	Original	\$1,394,908.50
Contract Changes	\$27,825.00	Additional	N/A
Revised Contract	\$1,422,733.50	Total	\$1,394,908.50

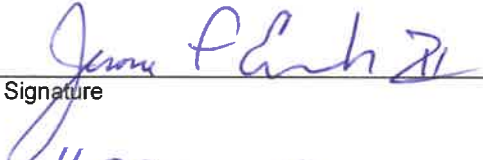
Work Certified To Date	
Base Bid Items	\$1,289,450.56
Contract Changes	\$97,961.85
Material On Hand	\$0.00
Total	\$1,387,412.41

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$25,565.88	\$1,387,412.41	\$0.00	\$1,293,754.20	\$93,658.21	\$1,387,412.41
Percent Retained: 0%			Percent Complete: 97.52%		

FINAL PAY VOUCHER

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By Knife River Corporation - North Central

Signature 
Date 4-29-2026

Approved By WSB

Signature 
Date April 28, 2026

Approved By City of North Branch

Signature _____
Date _____

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	10/02/2024	\$181,513.47	\$9,075.67	\$172,437.80
2	11/06/2024	\$1,070,730.41	\$53,536.52	\$1,017,193.89
3	03/04/2025	\$109,602.65	\$5,480.14	\$104,122.51
4	04/28/2026	\$25,565.88	(\$68,092.33)	\$93,658.21

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
A - SAP 225-118-003 - FLINK AVE	\$814,230.65	\$0.00	\$760,346.53	\$53,884.12	\$814,230.65
B - SAP 225-120-004 - ELM STREET	\$23,272.98	\$0.00	\$19,639.33	\$3,633.65	\$23,272.98
C - SAP 225-106-004 - OAKVIEW AVE	\$50,550.51	\$0.00	\$45,552.98	\$4,997.53	\$50,550.51
D - Local	\$499,358.27	\$0.00	\$468,215.36	\$31,142.91	\$499,358.27

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
1	State Aid	\$53,884.12	\$804,523.00	\$777,668.00	\$814,230.65
2	State Aid	\$3,633.65	\$51,757.50	\$51,232.50	\$23,272.98
3	State Aid	\$4,997.53	\$58,610.50	\$58,085.50	\$50,550.51
4	Local	\$31,142.91	\$507,842.50	\$507,922.50	\$499,358.27

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LS	\$53,000.00	1	0.25	\$13,250.00	1	\$53,000.00
2	2104.502	REMOVE MANHOLE	EACH	\$750.00	1	0	\$0.00	0	\$0.00
3	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$5.25	60	0	\$0.00	0	\$0.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$1.85	200	0	\$0.00	0	\$0.00
5	2104.503	REMOVE SEWER PIPE (STORM)	L F	\$18.00	60	0	\$0.00	84	\$1,512.00
6	2104.503	REMOVE CURB & GUTTER	L F	\$6.37	2900	0	\$0.00	3316	\$21,122.92
7	2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	S Y	\$3.00	50	0	\$0.00	66.5	\$199.50
8	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$3.00	1000	0	\$0.00	244.5	\$733.50
9	2104.518	REMOVE BITUMINOUS WALK	S F	\$2.00	1100	0	\$0.00	1900	\$3,800.00
10	2104.518	REMOVE CONCRETE WALK	S F	\$2.00	1100	0	\$0.00	1243	\$2,486.00
11	2106.507	EXCAVATION - COMMON	C Y	\$15.00	500	0	\$0.00	500	\$7,500.00
12	2112.519	SUBGRADE PREPARATION	RDST	\$200.00	12	0	\$0.00	12	\$2,400.00
13	2118.507	AGGREGATE SURFACING (CV) CLASS SPECIAL	C Y	\$35.00	300	0	\$0.00	0	\$0.00
14	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	\$190.00	35	0	\$0.00	35	\$6,650.00
15	2123.610	1.5 CU YD BACKHOE	HOURL	\$220.00	20	0	\$0.00	0	\$0.00
16	2575.523	WATER	MGAL	\$21.50	50	0	\$0.00	0	\$0.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
17	2211.509	AGGREGATE BASE CLASS 5	TON	\$30.70	100	0	\$0.00	932.53	\$28,628.67
18	2221.509	SHOULDER BASE AGGREGATE CLASS 1	TON	\$27.00	4000	0	\$0.00	3630.35	\$98,019.45
19	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$110.00	20	0	\$0.00	59	\$6,490.00
20	2232.504	MILL BITUMINOUS SURFACE (1.75")	S Y	\$2.50	12600	0	\$0.00	12738	\$31,845.00
21	2232.604	MILL BITUMINOUS SURFACE (SPECIAL)	SY	\$1.90	15880	0	\$0.00	9307	\$17,683.30
22	2331.603	JOINT ADHESIVE	L F	\$0.65	9100	0	\$0.00	0	\$0.00
23	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.50	4700	0	\$0.00	5100	\$12,750.00
24	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	\$76.00	10700	0	\$0.00	10697	\$812,972.00
25	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2,B)	TON	\$95.00	200	0	\$0.00	346	\$32,870.00
26	2501.502	18" RC PIPE APRON	EACH	\$1,800.00	1	0	\$0.00	0	\$0.00
27	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	\$50.50	10	0	\$0.00	51	\$2,575.50
28	2503.503	18" RC PIPE SEWER DES 3006 CL V	L F	\$65.00	50	0	\$0.00	0	\$0.00
29	2504.602	ADJUST GATE VALVE & BOX	EACH	\$400.00	10	0	\$0.00	9	\$3,600.00
30	2506.502	CHIMNEY SEAL	EACH	\$380.00	13	0	\$0.00	12	\$4,560.00
31	2506.502	CONST DRAINAGE STRUCTURE DESIGN H	EACH	\$4,000.00	1	0	\$0.00	1	\$4,000.00
32	2506.502	CASTING ASSEMBLY	EACH	\$1,050.00	2	0	\$0.00	3	\$3,150.00
33	2506.502	ADJUST FRAME & RING CASTING	EACH	\$330.00	11	0	\$0.00	13	\$4,290.00
34	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$600.00	11	0	\$0.00	13.4	\$8,040.00
35	2521.518	6" CONCRETE WALK	S F	\$12.00	2000	0	\$0.00	1000	\$12,000.00
36	2521.518	3" BITUMINOUS WALK	S F	\$3.80	1000	0	\$0.00	2080	\$7,904.00
37	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	\$34.75	2800	0	\$0.00	1128	\$39,198.00
38	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	S Y	\$85.50	50	0	\$0.00	66.5	\$5,685.75
39	2531.603	7" CONCRETE VALLEY GUTTER	L F	\$50.50	100	0	\$0.00	87	\$4,393.50
40	2531.618	TRUNCATED DOMES	S F	\$60.00	200	0	\$0.00	116.72	\$7,003.20
41	2563.601	TRAFFIC CONTROL	LS	\$12,000.00	1	0.25	\$3,000.00	1	\$12,000.00
42	2573.501	STABILIZED CONSTRUCTION EXIT	LS	\$2,500.00	1	0	\$0.00	0	\$0.00
43	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$150.00	40	0	\$0.00	44	\$6,600.00
44	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$2.25	4000	0	\$0.00	0	\$0.00
45	2574.507	COMMON TOPSOIL BORROW	C Y	\$25.00	500	0	\$0.00	0	\$0.00
46	2574.508	FERTILIZER TYPE 3	LB	\$1.25	230	0	\$0.00	75	\$93.75

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
47	2575.505	SEEDING	ACRE	\$850.00	1	0	\$0.00	0.25	\$212.50
48	2575.508	SEED MIXTURE 25-131	LB	\$5.55	160	0	\$0.00	75	\$416.25
49	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	\$2.00	1800	0	\$0.00	800	\$1,600.00
50	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$350.00	20	0	\$0.00	0	\$0.00
51	2582.503	4" SOLID LINE PAINT	L F	\$0.16	28400	26337	\$4,213.92	54311	\$8,689.76
52	2582.503	24" SOLID LINE PAINT	L F	\$3.50	1260	0	\$0.00	607	\$2,124.50
53	2582.503	4" BROKEN LINE PAINT	L F	\$0.16	1000	420	\$67.20	810	\$129.60
54	2582.503	4" DBLE SOLID LINE PAINT	L F	\$0.32	12700	13538	\$4,332.16	28013	\$8,964.16
55	2582.518	PAVT MSSG PAINT	S F	\$3.00	280	234.2	\$702.60	514.75	\$1,544.25
56	2582.518	CROSSWALK MULTI COMP	S F	\$11.00	920	0	\$0.00	0	\$0.00
57	2582.503	4" DOTTED LINE PAINT	L F	\$0.50	50	0	\$0.00	27	\$13.50
Bid Totals:							\$25,565.88		\$1,289,450.56

Project Category Totals		
Category	Amount This Voucher	Amount To Date
2024 STREET IMPROVEMENTS PROJECT	\$25,565.88	\$1,289,450.56

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	1	58	2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$37.05	2600	0	\$0.00	2397	\$88,808.85
CO	1	59	2521.518	4" CONCRETE WALK	SF	\$7.00	500	0	\$0.00	243	\$1,701.00
CO	1	60	2531.503	CONCRETE CURB AND GUTTER DESIGN B618	L F	(\$34.75)	1900	0	\$0.00	0	\$0.00
CO	2	61	2582.518	CROSSWALK MULTI COMPONENT	S F	(\$11.00)	920	0	\$0.00	0	\$0.00
CO	2	62	2582.518	CROSSWALK PAINT	S F	\$4.50	920	0	\$0.00	1656	\$7,452.00
Contract Change Totals:									\$0.00		\$97,961.85

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions. The Engineer in concurrence with the City of North Branch and the Contractor, have agreed that B624 curb is required for replacement to match existing, as well as 4" concrete walk due to existing conditions and to meet ADA requirements. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices.	\$0.00	\$90,509.85
2	CO	In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions. The Engineer in concurrence with the City of North Branch and the Contractor, have agreed that the crosswalk's shall be installed in paint in lieu of multi comp. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices.	\$0.00	\$7,452.00

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond No. 190056286108078571

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

TO OWNER:

(Name and address)

City of North Branch

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Construction

PROJECT:

(Name and address)

CONTRACT DATED: August 27, 2024

2024 Street Overlay Project
City Project No. 38-2024, SAP 225-118-003
SAP 225-120-004 - SAP 225-106-004
WSB Project No. 025057-000

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

Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America
175 Berkeley Street
Boston, MA 02116
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of

(Insert name and address of Contractor)

Knife River Corporation - North Central
4787 Shadow Wood Drive NE
Sauk Rapids, MN 56379

, CONTRACTOR,

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

(Insert name and address of Owner)

City of North Branch

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: April 29, 2026

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

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America

(Surety)

By: *Haley Pflug*
(Signature of authorized representative)

Haley Pflug, Attorney-in-Fact

(Printed name and title)



Attest: *Paul B. ...*
(Seal):



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghauser, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Haley Pflug** of **Bloomington, Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **April**, 2026



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

MAINTENANCE BOND

BOND No.: 190056286/108078571

KNOW ALL MEN BY THESE PRESENTS, That we, Knife River Corporation - North Central of 4787 Shadow Wood Drive NE, Sauk Rapids, MN 56379, as Principal, and Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America a corporation organized and existing under the laws of the State of MA & CT, as Surety, are held and firmly bound unto City of North Branch, hereinafter called the Obligee, in the penal sum of One Million Three Hundred Eighty Seven Thousand Four Hundred Twelve & 41/100 Dollars (\$1,387,412.41) for the payment of which sum well and truly to be made, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has by written agreement dated August 27, 2024 entered into a contract (the "Contract") with the Obligee for: 2024 Street Overlay Project, City Project No. 38-2024, SAP 225-118-003, SAP 225-120-004 - SAP 225-106-004, DSB Project No. 025057-000

which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during the period of Two (2) Years from the date the City Council approves Final Payment, provided such defects are caused by defective or inferior materials or workmanship, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective or inferior materials or workmanship during the covered period (a "Covered Item"). Should Principal improperly fail to remedy the Covered Item, then Obligee shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligee's issuance of the Notice of Discovery of the Covered Item.
2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. No suit or action may be commenced by the Obligee against the Surety after the expiration of Two (2) Years from the date the City Council approves Final Payment from the date of Obligee's discovery of a Covered Item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Signed and sealed with our hands this 29th day of April, 2026.

Knife River Corporation - North Central
Principal

By: Jerome F. Emmerich II, Vice President

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America
Surety

Haley Pflug, Attorney-in-Fact





POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215801 - 190003**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Charles Draper, Erik T. Gunkel, Haley Pflug, Heather R. Goedtel, Jessica Hecker, Julie Decker, Kathryn E. Kade, Kelly Nicole Enghausen, Laurie Pflug, Maci Scates, Michelle Halter, Michelle Ward, Sara Whitfield

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of March, 2026.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 19th day of March, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of April, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Haley Pflug** of **BLOOMINGTON, Minnesota**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

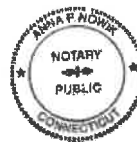
By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **April**, 2026



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 4-29-26The undersigned hereby acknowledges receipt of the sum of \$ 1,293,754.20**CHECK ONLY ONE**

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 93,658.21 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

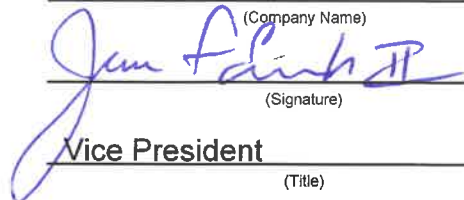
to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay
 SAP 225-118-003, SAP 225-120-004, SAP 225-106-004
 Contract 38-2024
 KRC No. 32-241178

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

Knife River Corporation - North Central

(Company Name)



(Signature)

Vice President

(Title)

4787 Shadow Wood Dr NE

(Address)

Sauk Rapids, MN 56379

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 07/10/25

The undersigned hereby acknowledges receipt of the sum of \$ 61,829.89

CHECK ONLY ONE

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 7,026.13 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay

SAP 225-118-003, SAP 225-120-004, SAP 225-106-004

Contract 38-2024

KRC No. 32-241178

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

Gustafson Excavating, Inc.

(Company Name)

[Signature]

(Signature)

President

(Title)

PO Box 788, North Branch, MN 55056

(Address)

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 07/10/25The undersigned hereby acknowledges receipt of the sum of \$ 9,914.67**CHECK ONLY ONE**

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 521.83 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay

SAP 225-118-003, SAP 225-120-004, SAP 225-106-004

Contract 38-2024

KRC No. 32-241178

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

K O'Connor LLC

(Company Name)

Kevin O'Connor

(Signature)

President

(Title)

3637 250th St West

(Address)

Faribault, MN 55021

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 07/10/25The undersigned hereby acknowledges receipt of the sum of \$ 130,885.41**CHECK ONLY ONE**

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 6,961.99 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay

SAP 225-118-003, SAP 225-120-004, SAP 225-106-004

Contract 38-2024

KRC No. 32-241178

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

Knife Lake Concrete, Inc.

(Company Name)

Mike Gankowiak

(Signature)

President

(Title)

2026 Rowland Road, Mora, MN 55051

(Address)

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 07/10/25The undersigned hereby acknowledges receipt of the sum of \$ 10,586.75**CHECK ONLY ONE**

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 557.20 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay

SAP 225-118-003, SAP 225-120-004, SAP 225-106-004

Contract 38-2024

KRC No. 32-241178

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

Reiner Contracting, Inc.

(Company Name)

B. J. O'Connell

(Signature)

CONTROLLER

(Title)

21541 Hwy 7 W

(Address)

HUTCHINSON, MN 55350

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 04/29/2026The undersigned hereby acknowledges receipt of the sum of \$ 25,841.80**CHECK ONLY ONE**

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 10,675.97 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay

SAP 225-118-003, SAP 225-120-004, SAP 225-106-004

Contract 38-2024

KRC No. 32-241178

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

Sir Lines-A-Lot

(Company Name)

Thomas Keating

(Signature)

Thomas Keating, Director of Finance

(Title)

7175 Cahill Road

(Address)

Edina, MN 55439

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 07/10/25The undersigned hereby acknowledges receipt of the sum of \$ 6,911.25**CHECK ONLY ONE**

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 2,788.75 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay

SAP 225-118-003, SAP 225-120-004, SAP 225-106-004

Contract 38-2024

KRC No. 32-241178

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

Superior Traffic Control LLC

(Company Name)

TWATER

(Signature)

OWNER

(Title)

7024 57th St SE

(Address)

St. Cloud, MN 56304

(Address)

(Address)

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

1. This is a **LEGAL INSTRUMENT** and must be executed accordingly by officers of corporations and by partners in co-partnerships.
2. It is important that **ALL** the blanks be completed and the **AMOUNT PAID BE SHOWN**.
3. A receipt similar to this or legal waiver of lien rights will be required for all plumbing, heating, plastering materials, etc.
4. **NO ERASURES OR ALTERATIONS MUST BE MADE.**

DATE: 07/10/25

The undersigned hereby acknowledges receipt of the sum of \$ 9,092.14

CHECK ONLY ONE

1. ☐ as partial payment for labor, skill, and material furnished or to be furnished
2. ☒ as payment for all labor, skill, and material furnished or to be furnished or to be furnished (except the sum of \$ 483.63 retainage or holdback)
3. ☐ as full and final payment for all labor, skill, and material furnished or to be furnished

to the following described real property: (legal description, street address, or project name)

North Branch 2024 Street Overlay
SAP 225-118-003, SAP 225-120-004, SAP 225-106-004
Contract 38-2024
KRC No. 32-241178

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

Viking Restoration LLC

(Company Name)

[Signature]

(Signature)

Owner

(Title)

13462 meridian ave n

(Address)

Monticello, MN 55362

(Address)

(Address)



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:

Submitted Date and Time:

Legal Name:

Federal Employer ID:

User Who Submitted:

Type of Request Submitted:

0-566-161-424

1-May-2026 2:36:17 PM

KNIFE RIVER CORPORATION

41-0906808

32MNTAX

Contractor Affidavit

Affidavit Summary

Affidavit Number:

Minnesota ID:

Project Owner:

Project Number:

Project Begin Date:

Project End Date:

Project Location:

Project Amount:

491368448

9485354

CITY OF NORTH BRANCH

SAP 225-118-003, ETC.

02-Jul-2024

31-Oct-2025

NORTH BRANCH 2024 STREET OVERLAY

\$1,387,412.41

Subcontractor Summary

Name	ID	Affidavit Number
GUSTAFSON EXCAVATING INC	3792098	260157440
K OCONNOR, LLC	3092611	1543712768
KNIFE LAKE CONCRETE INC	5836054	1223503872
REINER CONTRACTING INC	2595892	408760320
SIR LINES-A-LOT INC	3509324	76918784
SUPERIOR TRAFFIC CONTROL LLC	4396051	300232704
VIKING RESTORATION LLC	6836508	311078912

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-404-296-672
Submitted Date and Time:	17-Dec-2025 11:00:10 AM
Legal Name:	GUSTAFSON EXCAVATING INC
Federal Employer ID:	41-1911243
User Who Submitted:	Gustafson
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	260157440
Minnesota ID:	3792098
Project Owner:	CITY OF NORTH BRANCH
Project Number:	225-118-003
Project Begin Date:	19-Sep-2024
Project End Date:	02-Jul-2025
Project Location:	NORTH BRANCH
Project Amount:	\$70,261.25
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-518-686-688
Submitted Date and Time:	12-Jul-2025 5:41:06 AM
Legal Name:	K OCONNOR, LLC
Federal Employer ID:	46-2564906
User Who Submitted:	KOCONNORK
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1543712768
Minnesota ID:	3092611
Project Owner:	NORTH BRANCH PUBLIC WORKS
Project Number:	225-118-003
Project Begin Date:	22-Oct-2024
Project End Date:	23-Oct-2024
Project Location:	CITY OF NORTH BRANCH
Project Amount:	\$10,436.50
Subcontractors:	No Subcontractors

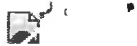
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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-734-360-032
Submitted Date and Time:	14-Jul-2025 2:45:22 PM
Legal Name:	KNIFE LAKE CONCRETE INC
Federal Employer ID:	41-1375740
User Who Submitted:	knifelakeconcrete
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1223503872
Minnesota ID:	5836054
Project Owner:	CITY OF NORTH BRANCH
Project Number:	SAP 225-118-003 / KRC #32-241178
Project Begin Date:	24-Sep-2024
Project End Date:	14-Jul-2025
Project Location:	2024 STREET OVERLAY
Project Amount:	\$137,847.40
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-220-489-696
Submitted Date and Time:	11-Jul-2025 1:39:10 PM
Legal Name:	REINER CONTRACTING INC
Federal Employer ID:	41-1831218
User Who Submitted:	ReinerContracting
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	408760320
Minnesota ID:	2595892
Project Owner:	NORTH BRANCH
Project Number:	SAP 225-118-003
Project Begin Date:	19-Sep-2024
Project End Date:	25-Sep-2024
Project Location:	NORTH BRANCH
Project Amount:	\$11,143.95
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-821-129-232
Submitted Date and Time:	29-Apr-2026 10:12:12 AM
Legal Name:	SIR LINES-A-LOT INC
Federal Employer ID:	46-5427787
User Who Submitted:	linesalot
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	76918784
Minnesota ID:	3509324
Project Owner:	CITY OF NORTH BRANCH
Project Number:	225-118-003
Project Begin Date:	01-Nov-2024
Project End Date:	31-Oct-2025
Project Location:	NORTH BRANCH
Project Amount:	\$36,517.77
Subcontractors:	No Subcontractors

Important Messages

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Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	1-491-399-136
Submitted Date and Time:	16-Jul-2025 9:39:21 AM
Legal Name:	SUPERIOR TRAFFIC CONTROL LLC
Federal Employer ID:	81-1433702
User Who Submitted:	Superiortraffic
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	300232704
Minnesota ID:	4396051
Project Owner:	NORTH BRANCH
Project Number:	SAP 225-118-003
Project Begin Date:	10-Sep-2024
Project End Date:	15-Nov-2024
Project Location:	NORTH BRANCH
Project Amount:	\$9,700.00
Subcontractors:	No Subcontractors

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Hennessey, Julie

From: Matt Vickerman <mattvickerman@viking-restoration.com>
Sent: Thursday, December 18, 2025 5:46 PM
To: Hennessey, Julie
Subject: Fw: Your Recent Contractor Affidavit Request
Attachments: Knife river north branch 2024.pdf

** WARNING: EXTERNAL SENDER. NEVER click links or open attachments without positive sender verification of purpose. DO NOT provide your user ID or password on sites or forms linked from this email. **

Here you go!

From: MN Revenue e-Services <eservices.mdor@state.mn.us>
Sent: Thursday, December 18, 2025 5:45 PM
To: Matt Vickerman <mattvickerman@viking-restoration.com>
Subject: Your Recent Contractor Affidavit Request

This email is an automated notification and is unable to receive replies.

Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary	
Confirmation Number:	2-103-043-040
Submitted Date and Time:	18-Dec-2025 5:44:58 PM
Legal Name:	VIKING RESTORATION LLC
Federal Employer ID:	84-2225349
User Who Submitted:	Viking59
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	311078912
Minnesota ID:	6836508
Project Owner:	CITY OF NORTH BRANCH
Project Number:	NORTH BRANCH 2024 STREET OVERLAY
Project Begin Date:	02-Jul-2024
Project End Date:	22-Nov-2024
Project Location:	NORTH BRANCH
Project Amount:	\$9,672.50
Subcontractors:	No Subcontractors

Important Messages

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Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 05/07/2026

Board & Commission: Parks, Trails and Open Space Commission

Subject: Approval of Harder Park Disc Golf Course Improvements

Background Information

The City previously entered into a Memorandum of Understanding with the Harder Park Disc Golf Association (HPDGA) to support ongoing improvements and maintenance activities at the Harder Park Disc Golf Course. As part of this partnership, the City authorized the installation of a small storage building to house equipment and materials used for course maintenance and upkeep.

Representatives from the HPDGA presented a proposed framing plan, including the location and design of the structure, to the Parks, Trails, and Open Space (PTOS) Commission for review and consideration at the May 4, 20226 meeting.

In addition, the Chisago County Master Gardeners (CCMG), working in coordination with the HPDGA, are proposing landscape enhancements intended to improve safety near one of the course tee boxes. The proposal includes expanding the existing vegetative screening area through the installation of a dense forest planting, as identified on the attached map. The landscaping plan is intended to provide an additional visual and physical buffer while complementing the natural character of the park.

The estimated cost for plant materials and related supplies is approximately \$600 and includes the following:

- One (1) River Birch or Pin Cherry tree: approximately \$100–\$150, depending on size
- One (1) Arborvitae: approximately \$50
- Three to five (3–5) native shrubs, including species such as Red Twig Dogwood, Isanti Dogwood, Common Ninebark, Silver Buffaloberry, and Western Sand Cherry: approximately \$40–\$50 each

- Approximately \$100 for irrigation and installation materials, including hose, sprinkler line, zip ties, and related supplies

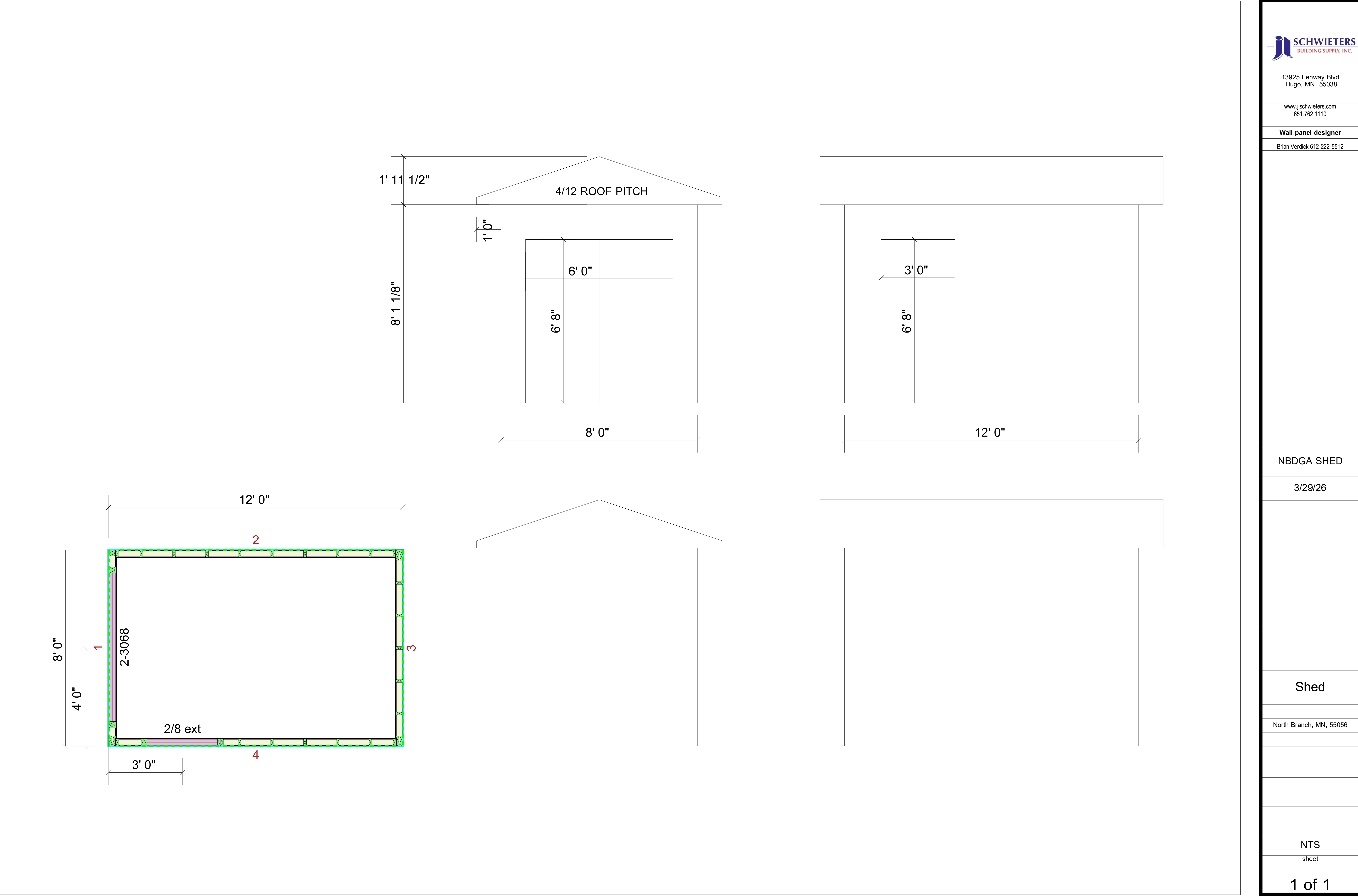
The PTOS Commission reviewed the request and recommended approval of the placement of the storage shed and the associated landscaping and screening improvements and approval of \$600 from the park dedication fund at the Harder Park Disc Golf Course.

Requested Action

To approve the HPDGA's request for the proposed placement of a storage shed and the associated landscaping and screening improvements with the at the Harder Park Disc Golf Course and the approval of funds from the park dedication fund of \$600.

Voting Requirements:

Voting Options **Simple Majority**



Harder Park – Tee Box Garden

Overall Project Description:

Work is being done to improve the playability and aesthetics of the 2nd Tee Box of the disc golf course at Harder Park. Initial steps have been taken to develop an organic barrier on the south side of the tee box using some young Arborvitae and Maple trees.

Concerns:

1. Arborvitae experiencing significant deer browse
2. Maples are thin, not producing much canopy
3. Increase plant density in area needed to provide for a more sheltered tee-box

Suggested resolution:

1. Add more trees/shrubs to increase plant density and fill in the open spaces between the existing trees.
2. Surround the planted area with deer fencing while the plants mature (3-5 years) to prevent future damage from browsing and minimize trampling by community members using the park.
3. Fenced in area: Approx. 20 ft x 40 ft

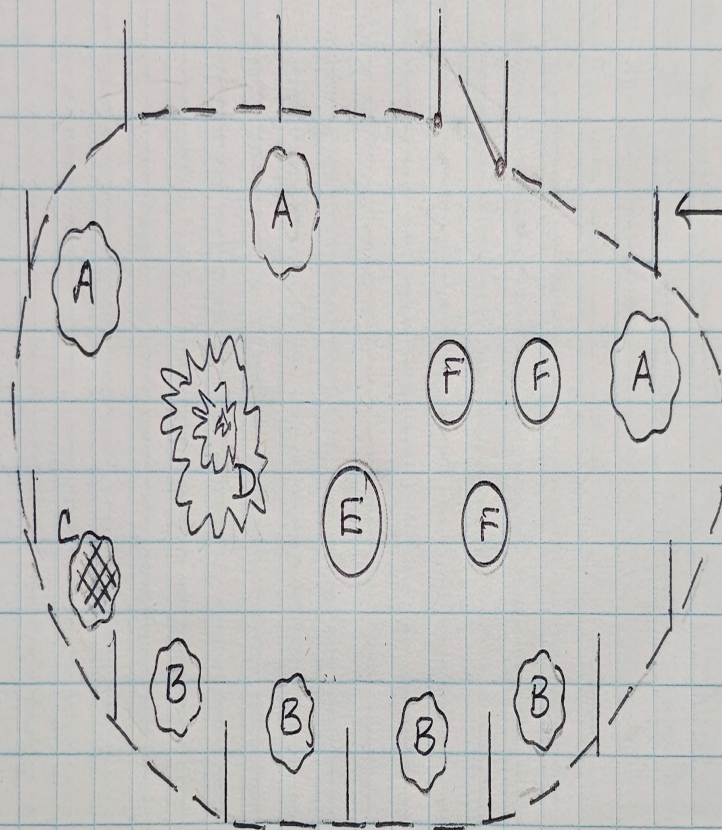
Project Specifics and Steps (Estimates):

1. Add the suggested trees.
 - a. White Pine can be transplanted from those being lost due to mulching in the park
 - b. River Birch (grows quickly, fills in quickly – source?)
 - c. Shrubs – 3 1-gallon or so berry producing shrubs – Juneberry? Nannyberry?) – source? Better to not just plant small bare-roots at this time.
2. Good soil/compost will be needed to mix into the holes when planting the above trees/shrubs. Source – City?
3. Cover the remaining grassy area with cardboard (simplifies not having to do any sod removal).
4. Cover the entire garden area with 3-4” of mulch. This will include a 2 foot area around the perimeter, providing good accessibility for players to retrieve discs without damaging the planting. Source – City
5. Drip irrigation installation: Many materials from the previously established mini-forest at the park can be reused. There is a small amount of hose for making the runs left over, but we are not sure at this point if it is enough. This should be the only piece needing to be supplemented. Maybe some t-pins as well, for holding the drip lines in place.
 - a. Another 100 ft of garden hose would be needed to reach this new planting from the pump house
6. Fencing: Again, many of the materials from the mini-forest can be repurposed. The posts that are ready to be removed from the original garden can just be moved over. The existing gate can be installed as is. There is a section of new fencing that has not been used, although probably not enough to surround the entire proposed garden. The Disc Golf team has collected sections that were removed from the original garden, which may be reusable.

Forest Garden

1 sq ~ 2 ft

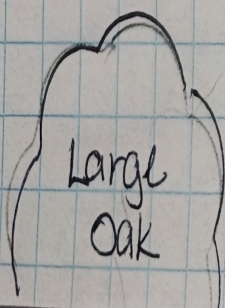
BALL FIELDS



← Fence posts (~6-8 ft apart)

DISC GOLF

Tee Box



- A = Existing Maples
- B = Existing Arborvitae
- C = Add'l Arborvitae
- D = Pine (White?)
- E = River Birch
- F = Shrubs





BALL FIELDS ↑

Edible planting

GATE

GATE

Maple

Maple

Maple

PINE

River birch
or
Pin Cherry

Shrubs

Add 1
more to
provide
balance

~10 ft between
tree rows

Arborvitae

~6ft space
for mowing

Large
Oak

Tee
box
4'x8'

NOT to scale :)



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 04/23/2026

Board & Commission: City Council

Subject: Finance Update

City Financial Update – Overview

Cash & Investments

- The City's finances remain stable.
- Current balances:
 - Cash & equivalents: \$6.9 million
 - Investments: \$16.7 million
- A \$1 million CD was recently moved into a higher-yield money market account.
 - Previous rate: 1.8%
 - New rate: 3.85%
- Impact: This change will generate about \$20,000 more per year in interest income.

General Fund

- Projected net income: +\$180,752 (positive)
- Expenses include \$287,700 in carryover expenses from 2025
- Key factors:
 - Sale of the old fire hall brought in ~\$364,000
 - Construction of a new pole shed near the Water Treatment Plant cost just over \$300,000
- Result: The asset sale helped offset recent capital expenses.

Economic Development Authority (EDA)

- Projected to end the year with a positive net income
- Upcoming updates:
 - Land sale to LP
 - Payoff of 2017 bonds (~\$1.5 million)
- Impact of bond payoff:
 - Eliminates about \$345,000 in annual debt payments
 - Reduces financial obligations over the next 5 years

Utility Funds (Sewer, Storm, Water, Generation)

- Overall outlook: Stable and positive
- Major update:
 - The NW Old Town project has been postponed to 2027
 - Budgeted funds remain, but expenses are delayed

Key Takeaways

- The City remains in a **strong and stable financial position**
- Strategic investment changes are **increasing revenue**
- Asset sales and debt reduction are **improving long-term financial health**
- Utility funds and operations continue to show **positive trends**

Voting Requirements:

Bank Account Balances

3/31/2026

	EOM Balance	Interest Rate
Old National - Checking (0753)	435,961.73	0.0%
Old National - MM (2886)	3,356,179.29	3.35%
Associated - Checking (4089)	48,100.76	0.0%
Associated - MM (3859)	2,967,109.22	1.70%
Xpress Cash Balance	159,119.66	0.00%
Total Checking/Savings	\$ 6,966,470.66	

Investments

US Bank	15,683,230.70	Varies *
Wells Fargo	1,071,225.42	Varies *
Total Investments	\$ 16,754,456.12	

Total Cash & Investments	\$ 23,720,926.78
-------------------------------------	-------------------------

US Bank and Wells Fargo investments have multiple types of investments with different interest rates that fluctuate from 2% to 4.97% with an average of 3.968%.

Monthly Report for Liquor Store - Council Report

March 2026

Percent of Year: 25.00%

Sales by Month	3 Year Avg				
	2026 Sales	Sales	2025 Sales	2024 Sales	2023 Sales
January	\$ 270,358	\$ 267,378	\$ 291,927	\$ 249,337	\$ 260,869
February	252,424	263,554	271,922	260,707	258,033
March	276,920	298,489	312,449	295,583	287,435
April	-	301,288	320,504	288,819	294,541
May	-	370,369	390,914	359,929	360,263
June	-	372,085	363,395	356,157	396,703
July	-	393,482	407,811	387,761	384,874
August	-	398,130	403,319	416,855	374,215
September	-	360,443	349,113	367,288	364,930
October	-	336,889	341,819	348,507	320,341
November	-	335,195	329,442	360,918	315,225
December	-	401,629	376,764	435,391	392,734
Total	\$ 799,702	\$ 4,098,931	\$ 4,159,379	\$ 4,127,252	\$ 4,010,162

YTD Sales compared to 3 Year Avg	\$ (29,718)	YTD Sales compared to 3 Year Avg	96.42%
YTD Sales compared to 2025 Sales	\$ (76,596)	YTD Sales compared to 2025 Sales	91.26%

Expenses by Month	2026	3 Year Avg	2025	2024	2023
	Expenses	Expenses	Expenses	Expenses	Expenses
January	177,809	\$ 236,792	278,943	175,638	255,794
February	265,745	288,753	262,001	331,652	272,608
March	277,061	310,870	281,533	324,884	326,195
April	-	301,215	306,612	287,748	309,284
May	-	366,758	382,917	389,397	327,960
June	-	294,351	301,144	275,479	306,429
July	-	351,556	311,880	378,477	364,310
August	-	373,026	389,614	365,253	364,211
September	-	326,835	303,075	346,710	330,720
October	-	277,308	288,136	237,750	306,036
November	-	337,813	256,422	378,443	378,576
December	-	493,171	511,686	580,224	387,602
Total	\$ 720,615	\$ 3,958,447	\$ 3,873,964	\$ 4,071,654	\$ 3,929,724

YTD Exps compared to 3 Year Avg	\$ (115,800)	YTD Expenses compared to 3 Year Avg	86.16%
YTD Exps compared to 2025 Exps	\$ (101,862)	YTD Expenses compared to 2025 Exps	87.62%

	2026	3 Year Avg	2025	2024	2023
YTD Net Income (Before Transfers)	\$ 79,087	\$ 140,484	\$ 285,415	\$ 55,598	\$ 80,438
Net Income Percentage	9.89%	3.43%	6.86%	1.35%	2.01%

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

	2026 Annual	Actual 2026	Actual	Actual
	Budget	YTD	East	West
Sales	\$ 4,403,671	\$ 799,102	\$ 571,385	\$ 227,718
Cost of Sales	3,383,127	520,761	360,213	160,547
Gross Margin	\$ 1,020,544	\$ 278,342	\$ 211,171	\$ 67,171
	23.2%	34.8%	37.0%	29.5%

Monthly Report for Liquor Store - Council Report

March 2026

Percent of Year: 25.00%

2026 Sales By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	270,358	107,604	116,593	27,997	9,513	8,652
February	252,424	99,559	111,396	25,349	8,412	7,708
March	276,320	109,349	123,295	25,862	9,425	8,389
April	-					
May	-					
June	-					
July	-					
August	-					
September	-					
October	-					
November	-					
December	-					
Total	799,102	316,512	351,285	79,208	27,350	24,749
Budget Total by Category	4,403,671	1,574,916	2,116,542	449,028	113,400	149,785

2026 Cost of Goods Sold By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	99,283	29,718	52,186	9,080	4,379	3,920
February	205,462	91,462	84,919	18,944	4,878	5,258
March	216,016	93,502	88,003	25,710	3,436	5,366
April	-					
May	-					
June	-					
July	-					
August	-					
September	-					
October	-					
November	-					
December	-					
Total	520,761	214,682	225,107	53,734	12,693	14,544
Budget Total by Category	3,383,127	1,211,475	1,629,167	345,406	81,000	116,079

Monthly Report for Liquor Store - Council Report

March 2026

Percent of Year: 25.00%

2025 Sales and Cost of Goods Sold for Comparison

2025 Sales By Category

	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	291,017	108,447	134,588	29,854	8,527	9,601
February	270,498	102,744	122,439	29,206	7,886	8,224
March	311,711	115,750	145,909	32,016	8,543	9,492
April	319,634	117,478	151,667	31,388	9,222	9,879
May	389,862	143,857	191,703	31,187	9,203	13,912
June	362,784	131,376	179,596	29,633	8,187	13,992
July	406,984	145,869	203,349	30,037	10,836	16,893
August	402,160	149,728	191,844	33,503	11,339	15,745
September	346,718	131,695	164,430	29,057	8,428	13,108
October	340,438	132,943	155,783	32,034	8,702	10,977
November	328,592	127,703	143,254	38,757	9,155	9,723
December	375,182	158,683	146,320	49,730	10,179	10,270
Total	4,145,579	1,566,272	1,930,884	396,400	110,207	141,817
Budget Total by Category	4,264,983	1,538,997	2,074,599	446,826	61,000	143,561

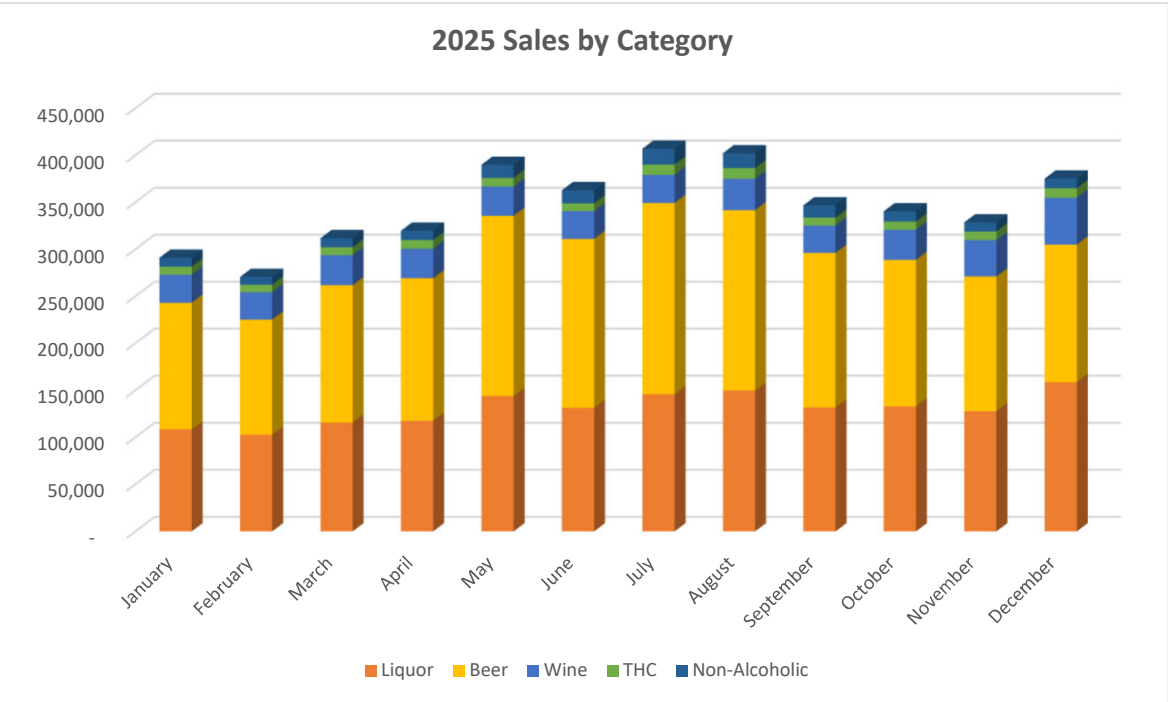
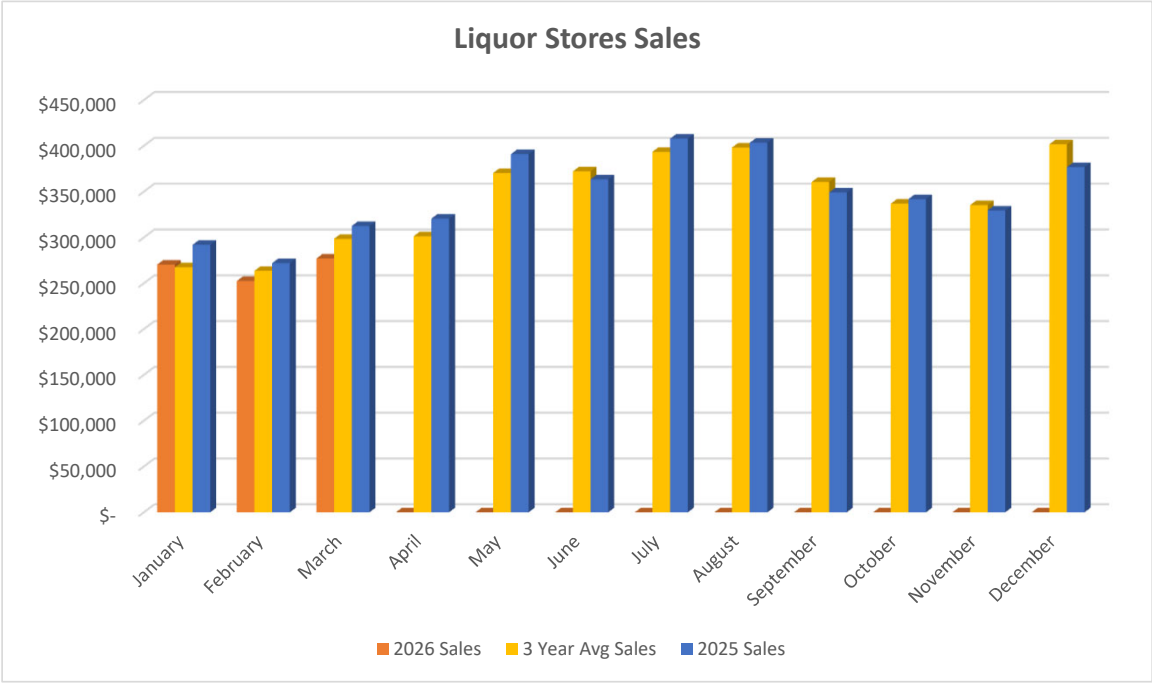
2025 Cost of Goods Sold By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	189,931	98,706	65,812	14,628	6,730	4,055
February	197,271	70,807	92,673	22,267	5,747	5,776
March	215,775	88,594	91,132	23,825	4,551	7,672
April	248,250	94,221	127,565	14,754	5,188	6,523
May	302,502	112,929	148,341	25,240	5,761	10,231
June	243,217	86,363	138,001	7,370	3,131	8,352
July	250,491	80,559	137,287	18,564	4,993	9,089
August	307,288	102,590	168,665	16,725	8,494	10,814
September	245,121	87,019	128,277	14,864	5,138	9,824
October	230,120	77,950	120,831	15,798	4,963	10,577
November	196,203	69,075	100,932	16,453	3,204	6,539
December	349,680	140,307	160,982	33,636	6,421	8,335
Total	2,975,850	1,109,121	1,480,498	224,124	64,321	97,787
Budget Total by Category	3,106,843	1,120,529	1,515,300	320,788	44,000	106,226

Monthly Report for Liquor Store - Council Report

March 2026

Percent of Year: 25.00%



City of North Branch

March 2026 Update

Percent of Year

25.00%

General Fund

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance - General Fund (2026 estimate)	\$ 5,021,391	\$ 5,333,430	\$ (312,039)		
Revenues:					
Taxes	\$ -	\$ 16	\$ (16)	\$ 6,621,924	\$ 6,655,200
Licenses & Permits	50,258	77,355	(27,097)	376,072	377,050
Intergovernmental	140,999	241,339	(100,341)	1,647,545	1,670,112
Charges for Services	100,901	7,817	93,084	100,282	101,800
Fines & Forfeits	5,864	6,653	(789)	21,035	17,000
Other Revenue	255,138	69,660	185,478	257,053	154,000
Other Financing Sources	364,205	-	364,205	953,038	588,833
Total Revenues	\$ 917,365	\$ 402,841	\$ 514,525	\$ 9,976,949	\$ 9,563,995
Expenditures:					
City Council	\$ 5,955	\$ 277	\$ 5,678	32,702	\$ 31,037
City Administrator	43,172	40,577	2,595	171,858	175,739
City Clerk	30,360	12,735	17,625	117,833	136,510
Elections	113	-	113	17,450	17,900
Technology	232,255	138,083	94,171	459,790	468,000
Human Resources	19,254	-	19,254	98,292	116,699
Finance	81,534	97,286	(15,752)	352,108	407,501
City Attorney	3,566	28,550	(24,983)	59,265	50,000
City Engineer	18,300	5,474	12,827	54,901	40,000
Legislative	5,000	5,000	-	30,000	31,500
Planning & Zoning	33,250	2,674	30,576	167,510	195,897
City Facilities	46,176	41,218	4,957	169,140	160,695
Police	878,947	710,113	168,834	3,290,609	3,149,421
Fire	103,727	205,056	(101,329)	800,214	864,133
Building Inspection	82,826	86,259	(3,433)	392,659	390,136
Civil Defense	1,006	3,691	(2,685)	3,019	4,200
Animal Control	1,033	700	333	4,133	9,120
Street Lights	17,777	11,687	6,090	68,331	70,000
Public Works	400,405	285,055	115,349	2,154,076	2,189,011
Parks	35,196	48,106	(12,910)	560,789	618,260
Library	35,232	20,496	14,736	126,322	110,536
Non-Dept Exps	46,247	53,911	(7,663)	665,196	615,400
Total Expenditures	\$ 2,121,332	\$ 1,796,947	\$ 324,384	\$ 9,796,197	\$ 9,851,695
Net Postion increase/(decrease)	\$ (1,203,966)	\$ (1,394,107)	\$ 190,140	\$ 180,752	\$ (287,700)

EDA (201)

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 estimate)	\$ 560,062	\$ 215,421	\$ 344,641		
Revenues:					
Taxes	\$ -	\$ -	-	622,210	\$ 625,337
Intergovernmental	-	-	-	-	-
Other Revenue	11,400	14,222	(2,822)	11,400	3,800
Other Financing Sources	-	-	-	135,000	135,000
Total Revenues	\$ 11,400	\$ 14,222	\$ (2,822)	\$ 768,610	\$ 768,203
Expenditures:					
Operating Expenditures	\$ 67,502	\$ 5,836	61,666	592,515	\$ 605,579
Total Expenditures	\$ 67,502	\$ 5,836	\$ 61,666	\$ 592,515	\$ 605,579
Net Postion increase/(decrease)	\$ (56,102)	\$ 8,387	\$ (64,489)	\$ 176,095	\$ 162,624

Sewer Fund (602)

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 Estimate)	\$ 14,398,821	\$ 14,101,651	\$ 297,170		
Revenues:					
Charges for Services	\$ 19,386	\$ 41,513	\$ (22,127)	388,000	\$ 400,000
Utility Charges	417,852	413,587	4,264	1,794,000	1,802,000
Other Revenue	-	44,751	(44,751)	100,000	5,000
Other Financing Sources	-	-	-	-	237,572
Total Revenues	\$ 437,237	\$ 499,851	\$ (62,614)	\$ 2,282,000	\$ 2,444,572
Expenditures:					
Sanitary Sewer	\$ 311,739	\$ 333,618	(21,879)	1,277,660	\$ 2,845,727
Total Expenditures	\$ 311,739	\$ 333,618	\$ (21,879)	\$ 1,277,660	\$ 2,845,727
Net Postion increase/(decrease)	\$ 125,498	\$ 166,233	\$ (40,735)	\$ 1,004,340	\$ (401,155)

Liquor Store Fund (609)

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 estimate)	\$ 688,919	\$ 523,504	\$ 165,415		
Revenues:					
Liquor Store - East	\$ 571,385	\$ 612,746	\$ (41,361)	2,969,654	\$ 3,125,952
Liquor Store - West	227,718	260,480	(32,762)	1,213,833	1,277,719
Cost of Liquor Sold - East	(360,213)	(427,551)	67,337	(2,108,478)	(2,401,344)
Cost of Liquor Sold - West	(160,547)	(175,426)	14,879	(903,633)	(981,783)
Other Revenue	600	2,335	(1,735)	3,700	3,700
Total Revenues	\$ 278,942	\$ 272,584	\$ 6,358	\$ 1,175,076	\$ 1,024,244
Operating Expenses:					
Liquor Store - East	\$ 121,178	\$ 129,882	(8,704)	\$ 458,217	\$ 550,034
Liquor Store - West	78,676	89,617	(10,942)	325,959	353,966
Transfers	-	-	-	350,000	350,000
Total Operating Expenses	\$ 199,854	\$ 219,500	\$ (19,645)	\$ 1,134,176	\$ 1,254,000
Net Postion increase/(decrease)	\$ 79,087	\$ 53,084	\$ 26,003	\$ 40,901	\$ (229,756)
Net Profit (before transfer) Percentage	9.89%	6.06%		9.34%	

Stormwater Fund (612)

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 estimate)	\$ 6,363,933	\$ 6,467,061	\$ (103,128)		
Revenues:					
Utility Charges	\$ 69,520	\$ 69,014	506	465,000	\$ 465,000
Other Revenue	6,309	8,479	(2,171)	6,309	7,500
Other Financing Sources	-	-	-	-	547,791
Total Revenues	\$ 75,829	\$ 77,493	\$ (1,664)	\$ 471,309	\$ 1,020,291
Expenditures:					
Storm Sewer	\$ 46,264	\$ 51,722	(5,458)	420,732	\$ 1,224,022
Total Expenditures	\$ 46,264	\$ 51,722	\$ (5,458)	\$ 420,732	\$ 1,224,022
Net Postion increase/(decrease)	\$ 29,565	\$ 25,771	\$ 3,794	\$ 50,577	\$ (203,731)

Water Fund (615)

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance	\$ 17,437,084	\$ 17,004,602	\$ 432,482		
Revenues:					
Charges for Services	\$ 10,200	\$ 28,560	\$ (18,360)	122,400	\$ 185,000
Water Charges	393,262	397,298	(4,036)	2,023,049	2,005,000
Other Revenue	11,694	29,998	(18,304)	46,777	50,000
Other Financing Sources	-	-	-	-	1,079,874
Total Revenues	\$ 415,157	\$ 455,857	\$ (40,700)	\$ 2,192,226	\$ 3,319,874
Expenditures:					
Water	\$ 278,183	\$ 339,318	(61,135)	2,183,271	\$ 5,117,834
Total Expenditures	\$ 278,183	\$ 339,318	\$ (61,135)	\$ 2,183,271	\$ 5,117,834
Net Postion increase/(decrease)	\$ 136,973	\$ 116,538	\$ 20,435	\$ 8,955	\$ (1,797,960)

Generation Fund (620)

	3/31/2026 Actual	3/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance	\$ 12,205,315	\$ 11,974,349	\$ 230,966		
Revenues:					
Utility Charges	\$ 60,000	\$ 60,000	\$ -	\$ 360,000	\$ 360,000
Other Revenue	-	65,794	(65,794)	-	-
Total Revenues	\$ 60,000	\$ 125,794	\$ (65,794)	\$ 360,000	\$ 360,000
Expenditures:					
Generation	\$ 56,225	\$ 59,987	(3,762)	356,377	\$ 2,324,304
Total Expenditures	\$ 56,225	\$ 59,987	\$ (3,762)	\$ 356,377	\$ 2,324,304
Net Postion increase/(decrease)	\$ 3,775	\$ 65,807	\$ (62,032)	\$ 3,623	\$ (1,964,304)



Prepared By: Matthew Hill, City Administrator

Presenter: Kevin Schieber, Mayor

Date: 04/27/2026

Board & Commission: City Council

Subject: Consider approval of change to Ordinance 407-26 pertaining to the procurement and charitable gambling proceeds for park and trail creation and maintenance funding.

Background:

The City Council was presented with Ordinance 407-26, allowing the procurement of charitable gambling proceeds for park and trail additions and maintenance funding at the February 11, 2026, City Council meeting.

City Administrator Matthew Hill presented the consideration of approval of Ordinance 407-26, allowing the procurement of charitable gambling proceeds for park and trail additions and maintenance funding. The City had been investigating revenue opportunities to enhance public service while being budget neutral for the residents. One opportunity that had been implemented in many communities throughout the State is utilizing the ability of collecting 10% of the charitable gambling net income derived from local pull tabs. This ordinance would ensure the long-term sustainability and enhancement of our city's public green spaces and recreational infrastructure. It established a necessary and dedicated funding mechanism by collecting 10% of the charitable gambling net income derived from local pull tabs.

This new revenue stream would be specifically earmarked to fund the following:

- Additions and Expansion: New development and expansion of parks and trails within the city.
- Maintenance: Essential ongoing maintenance and necessary repairs to our existing parks and trails network.

City Administrator Matthew Hill read a letter from Mayor Kevin Schieber regarding other surrounding cities utilizing the opportunity to collect charitable gambling proceeds to support community-wide initiatives. Mayor Schieber stated that he is in full support of the City of North Branch utilizing a percentage of charitable gambling proceeds, as the focus of this type of additional funding will benefit many facets of community interests and activities. The Council deliberated and a motion to approve the Ordinance was approved by those in attendance; The Mayor was absent.

At the March 25th City Council meeting, The Mayor proposed modifications to the charitable gambling ordinance to ensure funds are used for community benefits, including city-owned athletic fields and complexes. The second area of focus involves new language to require charitable gambling organizations to establish the City of North Branch as their primary place of business and to conduct at least 50% of their activities within the City. The final area of focus was to review and identify levels of enforcement.

After some discussion, the council agreed to refine the language to ensure it supports both community needs and the activities of organizations like the Hockey Association. The Mayor will work on putting some language together and bringing it back to the Council at an upcoming meeting.

The Mayor and City Administrator shared the goals, and they were presented to the City Attorney for review. The following was the feedback from the City Attorney's office.

- The City does not have the ability under state law to require the organization's 'primary place of business' to be within the city.
- The City can require that all or a certain percentage (the current ordinance is 50%) of the organization's expenditures remain in the City's trade area, meaning you can require them to spend their money in your local area, but you can't explicitly require that their primary place of business be within the City.
 - The City's trade area must be defined in the ordinance, and under state statute, at minimum, that must include the City and all directly neighboring Cities and Townships. North Branch's minimum trade area is defined as North Branch, North Branch Township, City of Harris, City of Stacy, Sunrise, Chisago Lake, Fish Lake, and Oxford Townships.
- The primary enforcement of Charitable Gambling is the State Gambling Control Board, which issues and renews operating licenses, and which works with the Department of Public Safety's Alcohol and Gambling enforcement Division for criminal investigations. If there is an occasion where a gambling agency didn't comply with the City Code, it could be investigated and charged as a misdemeanor by the police department pursuant to City Code Section 1-11.

With the information provided by the City Attorney, the City Administrator has provided a proposed amendment to ordinance 407-26 for review and potential approval by the City Council.

Requested Council Action:

Motion and Second to approve amended ordinance No. 407-26 pertaining to the procurement of charitable gambling proceeds for park and trail creation and maintenance.

Voting Requirements:

Voting Options Simple Majority

CITY OF NORTH BRANCH

ORDINANCE NO. 407-26 **AMENDMENT (changes highlighted in yellow)**

AN ORDINANCE OF THE CITY OF NORTH BRANCH, MINNESOTA, PERTAINING TO THE PROCUREMENT OF CHARITABLE GAMBLING PROCEEDS FOR PARK AND TRAIL ADDITIONS AND MAINTENANCE FUNDING.

WHEREAS, the City of North Branch is authorized to promote the general welfare, public safety, and public good of its residents; and

WHEREAS, the maintenance and improvement of public parks and trails are essential for the quality of life of the residents of North Branch; and

WHEREAS, local charitable gambling organizations operating within the City of North Branch contribute to the community, and the City desires a mechanism to support public infrastructure through a portion of these proceeds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORTH BRANCH ORDAINS:

Section 1. Purpose, Intent and Authorization

The purpose of this Ordinance is to establish a legal framework for the City of North Branch to procure a dedicated percentage of the net gambling proceeds from charitable gambling organizations operating within the city limits, for the sole purpose of funding the maintenance, repair, additions and improvement **and possible new additions** of City-owned parks and trails **systems, as well as city-owned land for athletic fields/complexes.** The City Council is authorized by the provisions of Minn. Stat. § 349.213, as it may be amended from time to time, to impose additional restrictions on gambling within its limits, including the collection of a portion of net profits derived from lawful gambling.

Section 2. Definitions.

- Charitable Gambling Organization: Any organization licensed by the State of Minnesota pursuant to Minn. Stat. § 349.16, as it may be amended from time to time, to conduct lawful gambling activities within the City of North Branch and as further authorized under North Branch City Code.
- Net Gambling Proceeds: The gross receipts of lawful gambling minus prizes actually paid, allowable expenses, and taxes imposed by law.

- City: The City of North Branch, Minnesota.

Section 3. Procurement of Proceeds.

- A. Every Charitable Gambling Organization operating within the City of North Branch shall remit ten percent (10%) of its Net Gambling Proceeds to the City.
- B. The remittance required by this section shall be made quarterly and shall be accompanied by a report detailing the calculation of the Net Gambling Proceeds for the period, and such report shall be in a form acceptable to the City in order to ensure compliance with the City's reporting requirements under Minn. Stat. 349.213, as may be amended from time to time.
- C. The City Council is authorized to establish, by resolution, rules and procedures for the collection, reporting, and auditing of these proceeds to ensure compliance with this Ordinance and state law.
- D. The City Council requires that a minimum of 50% of the Charitable Gambling Organizations expenditures remain in the City's trade area, which includes the City of North Branch, North Branch Township, City of Stacy, Oxford Township, City of Harris, Fish Lake Township, Sunrise Township, Chisago Lake Township

Section 4. Establishment of the Park and Trail Improvement and Maintenance Fund.

- A. All funds procured by the City under Section 3 of this Ordinance shall be deposited into a dedicated, segregated fund to be known as the Park and Trail Improvement and Maintenance Fund.
- B. The monies in the Park and Trail Improvement and Maintenance Fund shall be used exclusively for the ongoing maintenance, repair, capital improvements, and development of public parks and trails owned or operated by the City of North Branch, and the use of such funds shall be determined at the time of adoption of the City's annual budget or whenever said budget is amended.
- C. All expenditures authorized under this Ordinance shall be reported by City staff to the designated state agency annually pursuant to Minn. Stat. 349.213 subd.1(f)(2), as may be amended from time to time.

Section 5. Conflict and Severability.

- A. All ordinances or parts of ordinances in conflict herewith are hereby repealed.
- B. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.
- C. This Ordinance shall supplement existing regulations on the operation of Charitable Gambling Organizations as reflected in the North Branch City Code, chapter 18, article 4, as may be amended from time to time.

Section 6. Enforcement.

Failure of a Charitable Gambling Organization to comply with the requirements of this Ordinance shall be deemed violation of City Code, and shall be subject to enforcement action under City Code Section 18-97, as may be amended from time to time, including the potential suspension or revocation of any operating license and can be charged with a misdemeanor by the police department pursuant to City Code Section 1-11.

Section 7. Effective Date.

This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ADOPTED by the City Council of the City of North Branch, Minnesota, this _____ day of _____, 2026.

APPROVED: _____
Mayor

ATTEST: _____
City Clerk