



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 27, 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. Proclamation declaring "Heroes Honor Week", for the week of June 8–14, 2026.

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 - May 13, 2026, 6:00 PM

ACTION

c. Approval of Resolution R-330-2026 approving a variance from minimum lot depths for Lots 1-4, Block 1 and Lots 1-3, Block 2, Sherwood Pines 2nd

ACTION

d. Approval of Resolution R-331-2026 approving the Preliminary Plat for Sherwood Pines 2nd Addition

ACTION

- e. Approval of Resolution R-332-2026 approving the Westside Commons 3rd Addition Preliminary Plat ACTION
 - f. Approval of a Comprehensive Plan Amendment and Rezoning from Rural Residential to Agricultural ACTION
 - i. Approval of Resolution R-333-2026 approving a Comprehensive Plan Amendment from (RR) Rural Residential to (AG) Agricultural ACTION
 - ii. Approval of Ordinance 412-26 amending the zoning map from Rural Residential to Agricultural ACTION
 - g. Approval of Resolution R-334-2026 approving the revised Meadows Ridge 1st Addition Final Plat ACTION
 - h. Approval of Resolution R-335-2026 approving easements for Meadows Ridge 1st Addition ACTION
 - i. Approval of Resolution R-337-2026 approving amended and revised subdivision and development agreement for Meadows Ridge 1st Addition ACTION
 - j. Approve Massage Business License - Laughing Waters Spa, LLC ACTION
 - k. Approve Massage Therapist License - Stacey Wynter ACTION
 - l. Approval of Special Event Permit Application - Agape Grove Healing Initiative Application ACTION
 - m. Approval of Special Event Permit Application — J & K Amusements ACTION
 - n. Approval of Site Plan Agreement with Louisiana-Pacific Corporation ACTION
8. PUBLIC HEARINGS
9. STAFF REPORTS
- a. Consideration of support for a TIF Application for the North Branch Independent Senior Living Facility ACTION
 - b. Consider approval of Resolution R-336-2026 accepting the low bid for Fletcher Ave Extension project in the North Branch Industrial Park ACTION
 - c. Consider the application of LG214 and LG215 licenses for Merrick Inc. at Muddy Cow, North Branch (tabled from May 13, 2026 City Council meeting) ACTION
10. MAYOR/CITY COUNCIL
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, DECLARING THE WEEK OF JUNE 8-14, 2026, AS “HEROES HONOR WEEK”.

WHEREAS, the North Branch Community is built upon the foundation of a free, safe, and prosperous society, made possible in large part due to the selfless dedication of our local heroes who put the needs of others before their own; and

WHEREAS, our police officers, firefighters, emergency first responders, healthcare workers, active military, and military veterans demonstrate unwavering courage, resilience, and compassion every single day, often working under demanding and dangerous conditions to protect our lives, health, and property; and

WHEREAS, we owe a profound debt of gratitude to these individuals and their families for the sacrifices they endure in order to serve and safeguard our community; and

WHEREAS, it is fitting and proper that we publicly acknowledge the vital contributions of these everyday heroes and express our deepest appreciation for their faithful and loyal devotion to duty; and

WHEREAS, the North Branch American legion, Minnesota Post 85, wishes to sincerely honor our community heroes this week as they prepare for the upcoming 100th anniversary of the “Mid-Summer Days” community festival.

NOW, THEREFORE, I, Kevin Schieber, Mayor of the City of North Branch, do hereby proclaim the week of June 8 through June 14, 2026, as:

Heroes Honor Week

in the City of North Branch, and I call upon all citizens and civic organizations to join in honoring ALL dedicated HEROES for their unwavering dedication to the protection and safeguarding of our community.

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

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

6141 to 6147 - \$5,789.87

Checks

93463 to 93518 - \$430,168.42

Payroll

5/22/2026 - \$126,799.16

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 05/21/2026 - 2:04PM
Batch: 00003.05.2026 - 05222026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2140	ALERT 360 OPCO, INC.			Check Sequence: 1	ACH Enabled: False
17282362	MONITORING	56.16	05/22/2026	101-41420-50300	
17282363	MONITORING	70.45	05/22/2026	101-41420-50300	
	Check Total:	126.61			
Vendor: 1662	AMAZON CAPITAL SERVICES			Check Sequence: 2	ACH Enabled: False
1LHR-NGLL-6N3M	FITTINGS	9.99	05/22/2026	615-49550-50404	
1P1G-TXTL-HP1R	CORK BOARD	69.09	05/22/2026	101-41940-50210	
	Check Total:	79.08			
Vendor: 1646	Ameritas			Check Sequence: 3	ACH Enabled: False
0522 AMER	5/22/2026 PAYROLL CONTRIBUTIONS	90.00	05/22/2026	101-00000-21705	
	Check Total:	90.00			
Vendor: 2144	AT&T			Check Sequence: 4	ACH Enabled: False
831-001-3908169	BILLING @HAND ACCOUNT	31.14	05/22/2026	101-41420-50321	
	Check Total:	31.14			
Vendor: 1049	BELLBOY CORPORATION			Check Sequence: 5	ACH Enabled: False
0111157600	N/A SALES	182.73	05/21/2026	609-49750-50250	
0211289300	LIQUOR	1,197.70	05/21/2026	609-49750-50251	
0211360900	WINE	145.65	05/21/2026	609-49750-50253	
0211360900	LIQUOR	2,578.25	05/21/2026	609-49750-50251	
0300967000	THC	81.65	05/21/2026	609-49750-50254	
	Check Total:	4,185.98			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1052	BERNICKS			Check Sequence: 6	ACH Enabled: False
10489163	BEER	566.30	05/21/2026	609-48000-50252	
10489170	BEER CREDIT	-77.61	05/21/2026	609-49750-50252	
10489171	BEER	3,933.85	05/21/2026	609-49750-50252	
10491955	BEER	2,467.80	05/21/2026	609-48000-50252	
10491955	N/A SALES	25.60	05/21/2026	609-48000-50250	
10491960	N/A SALES	318.00	05/21/2026	609-49750-50250	
10491960	BEER	4,699.65	05/21/2026	609-49750-50252	
10491961	THC	90.00	05/21/2026	609-49750-50254	
10491962	N/A SALES	77.40	05/21/2026	609-49750-50250	
10491963	BEER CREDIT	-32.90	05/21/2026	609-49750-50252	
	Check Total:	12,068.09			
Vendor: 1066	BREAKTHRU BEVERAGE MN WINE & SPIRITS, LLC			Check Sequence: 7	ACH Enabled: False
126891615	BEER	570.00	05/21/2026	609-49750-50252	
126895013	LIQUOR	432.75	05/21/2026	609-49750-50251	
	Check Total:	1,002.75			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 8	ACH Enabled: False
3290060	BEER	143.80	05/21/2026	609-49750-50252	
3290060	LIQUOR	66.00	05/21/2026	609-49750-50251	
3290060	N/A	196.10	05/21/2026	609-49750-50250	
3290062	LIQUOR	450.00	05/21/2026	609-48000-50251	
3290062	BEER	38.00	05/21/2026	609-48000-50252	
3290062	N/A SALES	88.00	05/21/2026	609-48000-50250	
	Check Total:	981.90			
Vendor: 2247	JASON CARDINAL			Check Sequence: 9	ACH Enabled: False
NBRCH26-1	Public Safety Employment Backgrounds	1,755.00	05/22/2026	101-42110-50300	
	Check Total:	1,755.00			
Vendor: 2315	CENTRAL-MCGOWAN, INC			Check Sequence: 10	ACH Enabled: False
489964	SHOP CYLINDER RENTALS	62.15	05/22/2026	101-43000-50415	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	62.15			
Vendor: 1102	Chisago County Press			Check Sequence: 11	ACH Enabled: False
2026 Subscrip	2026 SUBSCRIPTION	50.00	05/22/2026	101-41940-50433	
	Check Total:	50.00			
Vendor: 1109	CINTAS			Check Sequence: 12	ACH Enabled: False
4268354961	MOP	2.05	05/22/2026	602-49450-50210	
4268354961	UNIFORMS	30.53	05/22/2026	602-49450-50237	
4268355161	UNIFORMS	0.40	05/22/2026	609-49750-50237	
4268355161	UNIFORMS	9.12	05/22/2026	602-49450-50237	
4268355161	UNIFORMS	2.57	05/22/2026	620-49600-50237	
4268355161	SHOP RAGS	10.55	05/22/2026	101-43000-50210	
4268355161	UNIFORMS	4.35	05/22/2026	101-41940-50237	
4268355161	UNIFORMS	75.71	05/22/2026	101-43000-50237	
4268355161	UNIFORMS	27.24	05/22/2026	615-49550-50237	
4268355161	UNIFORMS	2.77	05/22/2026	101-45500-50237	
4268355161	UNIFORMS	9.50	05/22/2026	101-45000-50237	
4268355161	UNIFORMS	6.42	05/22/2026	612-49700-50237	
4268355161	UNIFORMS	1.34	05/22/2026	101-42110-50237	
4269120512	UNIFORMS	2.77	05/22/2026	101-45500-50237	
4269120512	UNIFORMS	4.35	05/22/2026	101-41940-50237	
4269120512	UNIFORMS	75.71	05/22/2026	101-43000-50237	
4269120512	UNIFORMS	9.50	05/22/2026	101-45000-50237	
4269120512	UNIFORMS	27.24	05/22/2026	615-49550-50237	
4269120512	SHOP RAGS	10.55	05/22/2026	101-43000-50210	
4269120512	UNIFORMS	6.42	05/22/2026	612-49700-50237	
4269120512	UNIFORMS	9.12	05/22/2026	602-49450-50237	
4269120512	UNIFORMS	1.34	05/22/2026	101-42110-50237	
4269120512	UNIFORMS	2.57	05/22/2026	620-49600-50237	
4269120512	UNIFORMS	0.40	05/22/2026	609-49750-50237	
4269120535	UNIFORMS	30.53	05/22/2026	602-49450-50237	
4269149855	MATS/SUPPLIES	58.32	05/22/2026	609-49750-50210	
4269150030	MATS/SUPPLIES	48.49	05/22/2026	609-48000-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	469.86			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 13	ACH Enabled: False
02-604109	N/A SALES	560.24	05/21/2026	609-49750-50250	
02-604145	N/A SALES	49.60	05/21/2026	609-48000-50250	
	Check Total:	609.84			
Vendor: 1129	DAHLHEIMER DISTRIBUTING			Check Sequence: 14	ACH Enabled: False
2767778	THC	129.00	05/21/2026	609-49750-50254	
2767779	N/A SALES	86.00	05/21/2026	609-49750-50250	
2767780	LIQUOR	1,377.90	05/21/2026	609-49750-50251	
2767781	BEER	13,013.55	05/21/2026	609-49750-50252	
2767781	KEG DEPOSIT	-30.00	05/21/2026	609-00000-11560	
2768070	N/A SALES	18.50	05/21/2026	609-48000-50250	
2768071	THC	124.50	05/21/2026	609-48000-50254	
2768072	LIQUOR	724.20	05/21/2026	609-48000-50251	
2768073	BEER	3,916.15	05/21/2026	609-48000-50252	
2769627	LIQUOR CREDIT	-216.89	05/21/2026	609-49750-50251	
2773833	THC	453.00	05/21/2026	609-48000-50254	
2773834	N/A SALES	62.10	05/21/2026	609-48000-50250	
2773835	LIQUOR	3,113.00	05/21/2026	609-48000-50251	
2773836	BEER	2,707.95	05/21/2026	609-48000-50252	
2773838	N/A SALES	456.20	05/21/2026	609-49750-50250	
2773839	THC	1,374.00	05/21/2026	609-49750-50254	
2773840	KEG DEPOSIT	30.00	05/21/2026	609-00000-11560	
2773840	BEER	10,439.60	05/21/2026	609-49750-50252	
2773841	LIQUOR	10,696.40	05/21/2026	609-49750-50251	
2774181	BEER CREDIT	-124.80	05/21/2026	609-49750-50252	
	Check Total:	48,350.36			
Vendor: 1133	Dell Marketing, L.P.			Check Sequence: 15	ACH Enabled: False
10874610610	ACROBAT PRO X 2	94.00	05/22/2026	101-41420-50242	
	Check Total:	94.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1146 0142716-IN	Earl F. Andersen TRAFFIC SIGNS	715.15	05/22/2026	Check Sequence: 16 101-43000-50226	ACH Enabled: False
	Check Total:	715.15			
Vendor: 1179 MNTC3243961	Fastenal Company PW OPERATING SUPPLIES	117.84	05/22/2026	Check Sequence: 17 101-43000-50210	ACH Enabled: False
	Check Total:	117.84			
Vendor: 2301 2724	KIRI FAUL, KIRI ANN PRE EMP EVAL - JE	675.00	05/22/2026	Check Sequence: 18 101-42110-50314	ACH Enabled: False
	Check Total:	675.00			
Vendor: 2341 57270	FERGUS POWER PUMP, INC BIO SOLID LAND APP	52,634.84	05/22/2026	Check Sequence: 19 602-49450-50300	ACH Enabled: False
	Check Total:	52,634.84			
Vendor: 1187 317340	Fisk Tire & Auto-NB R/M LEAF TRUCK -TAX EXEMPT	144.38	05/22/2026	Check Sequence: 20 612-49700-50404	ACH Enabled: False
	Check Total:	144.38			
Vendor: 1706 28017 APR 2026	Flaherty & Hood, P.A. GEN MUNI/RE MATTERS	215.00	05/22/2026	Check Sequence: 21 101-41610-50304	ACH Enabled: False
28017 APR 2026	GEN MUNI/RE MATTERS	9,305.00	05/22/2026	201-46500-50304	
28017 APR 2026	GEN MUNI/RE MATTERS	2,526.25	05/22/2026	101-41610-50304	
	Check Total:	12,046.25			
Vendor: 2240 830023	GigFire LLC PARKS WIFI SYSTEM	70.00	05/22/2026	Check Sequence: 22 101-41420-50243	ACH Enabled: False
	Check Total:	70.00			
Vendor: 2079 M1923663	GREAT RIVER ENERGY GENERATION PROF SERVICES	794.00	05/22/2026	Check Sequence: 23 620-49600-50300	ACH Enabled: False
	Check Total:	794.00			
Vendor: 2243	Guardian Fleet Safety, LLC			Check Sequence: 24	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
305065	NEW SQUAD BUILD #426	26,354.41	05/22/2026	701-70100-50550	
	Check Total:	26,354.41			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 25	ACH Enabled: False
7422466	WATER CHEMICALS	1,223.82	05/22/2026	615-49550-50272	
7423268	WASTE WATER CHEMICALS	30.00	05/22/2026	602-49450-50272	
	Check Total:	1,253.82			
Vendor: 1998	HEWLETT-PACKARD FINANCIAL SERVICES COMPANY			Check Sequence: 26	ACH Enabled: False
100001868676	NETWORK SWITCHES & FIREWALLS	1,849.78	05/22/2026	101-41420-50244	
	Check Total:	1,849.78			
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 27	ACH Enabled: False
1953302	ORD 411-26	13.88	05/22/2026	101-41400-50351	
	Check Total:	13.88			
Vendor: 1268	IUOE Local #49			Check Sequence: 28	ACH Enabled: False
MAY 2026	MAY 49ERS UNION DUES	490.00	05/22/2026	101-00000-21708	
	Check Total:	490.00			
Vendor: 1269	IUOE LOCAL 49 FRINGE BENEFIT			Check Sequence: 29	ACH Enabled: False
June 2026 - MM	HEALTH INS X 1	1,907.00	05/22/2026	101-00000-21706	
	Check Total:	1,907.00			
Vendor: 1279	JOHNSON BROTHERS LIQUOR CO			Check Sequence: 30	ACH Enabled: False
1047648	LIQUOR	2,207.19	05/21/2026	609-49750-50251	
1047649	WINE	2,786.50	05/21/2026	609-49750-50253	
1047650	LIQUOR	2,864.50	05/21/2026	609-49750-50251	
1047651	LIQUOR	202.30	05/21/2026	609-49750-50251	
1047652	WINE	281.40	05/21/2026	609-49750-50253	
1047653	LIQUOR	1,483.80	05/21/2026	609-49750-50251	
1047654	LIQUOR	1,127.40	05/21/2026	609-48000-50251	
1047655	WINE	1,138.84	05/21/2026	609-48000-50253	
1047656	LIQUOR	1,021.28	05/21/2026	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1047657	LIQUOR	204.20	05/21/2026	609-48000-50251	
1047658	WINE	92.90	05/21/2026	609-48000-50253	
1047659	LIQUOR	1,437.80	05/21/2026	609-48000-50251	
1052388	LIQUOR	432.33	05/21/2026	609-49750-50251	
1052389	LIQUOR	167.70	05/21/2026	609-49750-50251	
1052390	WINE	423.00	05/21/2026	609-49750-50253	
1052391	N/A SALES	41.90	05/21/2026	609-49750-50250	
1052392	LIQUOR	786.20	05/21/2026	609-49750-50251	
1052394	LIQUOR	1,283.85	05/21/2026	609-49750-50251	
1052395	WINE	750.90	05/21/2026	609-49750-50253	
1052396	LIQUOR	443.46	05/21/2026	609-49750-50251	
1052397	LIQUOR	423.98	05/21/2026	609-48000-50251	
1052398	LIQUOR	129.90	05/21/2026	609-48000-50251	
1052399	WINE	243.60	05/21/2026	609-48000-50253	
1052400	N/A SALES	219.50	05/21/2026	609-48000-50250	
1052401	LIQUOR	594.50	05/21/2026	609-48000-50251	
1052402	LIQUOR	1,249.73	05/21/2026	609-48000-50251	
1052403	WINE	303.60	05/21/2026	609-48000-50253	
Check Total:		22,342.26			
Vendor: 2045	KLM ENGINEERING, INC			Check Sequence: 31	ACH Enabled: False
11417		8,940.00	05/22/2026	615-49550-50530	
Check Total:		8,940.00			
Vendor: 1292	Knife River			Check Sequence: 32	ACH Enabled: False
R-329-2026	2024 Overlay Pay Request #4 (Final)	31,046.02	05/22/2026	101-43000-50482	
R-329-2026	2024 Overlay Pay Request #4 (Final)	62,612.19	05/22/2026	101-00000-20205	
Check Total:		93,658.21			
Vendor: 1685	Lakes Brewing Company			Check Sequence: 33	ACH Enabled: False
002677	BEER	154.00	05/21/2026	609-49750-50252	
Check Total:		154.00			
Vendor: 1305	C/O BERKLEY RISK ADMINISTRATORS COMPANY LEAGUE OF MN CITIES INS. TRU			Check Sequence: 34	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1005016-9	WORK COMP INSURANCE	202.06	05/22/2026	101-41940-50151	
1005016-9	WORK COMP INSURANCE	53.30	05/22/2026	101-41310-50151	
1005016-9	WORK COMP INSURANCE	814.90	05/22/2026	101-45000-50151	
1005016-9	WORK COMP INSURANCE	202.06	05/22/2026	101-42400-50151	
1005016-9	WORK COMP INSURANCE	6,182.08	05/22/2026	101-43000-50151	
1005016-9	WORK COMP INSURANCE	14.20	05/22/2026	101-41110-50151	
1005016-9	WORK COMP INSURANCE	54.38	05/22/2026	620-49600-50151	
1005016-9	WORK COMP INSURANCE	319.48	05/22/2026	612-49700-50151	
1005016-9	WORK COMP INSURANCE	319.48	05/22/2026	602-49450-50151	
1005016-9	WORK COMP INSURANCE	19,392.81	05/22/2026	101-42110-50151	
1005016-9	WORK COMP INSURANCE	1,745.09	05/22/2026	101-42280-50151	
1005016-9	WORK COMP INSURANCE	159.91	05/22/2026	101-41500-50151	
1005016-9	WORK COMP INSURANCE	810.78	05/22/2026	615-49550-50151	
1005016-9	WORK COMP INSURANCE	53.30	05/22/2026	101-41400-50151	
1005016-9	WORK COMP INSURANCE	774.81	05/22/2026	609-49750-50151	
1005016-9	WORK COMP INSURANCE	352.19	05/22/2026	609-48000-50151	
1005016-9	WORK COMP INSURANCE	606.17	05/22/2026	101-41910-50151	
Check Total:		32,057.00			
Vendor: 1643	McDonald Distributing			Check Sequence: 35	ACH Enabled: False
859541	LIQUOR	1,022.80	05/21/2026	609-49750-50251	
859542	BEER	9,750.75	05/21/2026	609-49750-50252	
859542	N/A SALES	23.10	05/21/2026	609-49750-50250	
859599	BEER	4,216.50	05/21/2026	609-48000-50252	
859599	LIQUOR	142.40	05/21/2026	609-48000-50251	
859599	N/A SALES	21.60	05/21/2026	609-48000-50250	
860652	BEER	6,445.10	05/21/2026	609-48000-50252	
860652	LIQUOR	345.57	05/21/2026	609-48000-50251	
860732	LIQUOR	193.97	05/21/2026	609-49750-50251	
860733	LIQUOR	35.00	05/21/2026	609-49750-50251	
860733	N/A SALES	154.20	05/21/2026	609-49750-50250	
860733	BEER	5,372.25	05/21/2026	609-49750-50252	
860745	LIQUOR CREDIT	-47.53	05/21/2026	609-49750-50251	
860806	N/A SALES	25.50	05/21/2026	609-49750-50250	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
861014	BEER CREDIT	-270.00	05/21/2026	609-49750-50252	
8740906	BEER CREDIT	-19.60	05/21/2026	609-48000-50252	
	Check Total:	27,411.61			
Vendor: 1364	Minnesota Elevator, Inc.			Check Sequence: 36	ACH Enabled: False
1185547	MAY MONTHLY SERVICE	140.00	05/22/2026	101-41940-50300	
	Check Total:	140.00			
Vendor: 1421	N.B. Area Chamber Of Commerce			Check Sequence: 37	ACH Enabled: False
Fall Harv Fest	PD Fall Harvest Festival/Expo 2026	125.00	05/22/2026	851-42110-50430	
	Check Total:	125.00			
Vendor: 1432	NCPERS Group Life Ins.			Check Sequence: 38	ACH Enabled: False
JUNE 2026	VOLUNTARY LIFE FOR JUNE 2026	48.00	05/22/2026	101-00000-21714	
	Check Total:	48.00			
Vendor: 1440	North Central Bus & Equip Inc.			Check Sequence: 39	ACH Enabled: False
333008	PD VEH R/M	900.00	05/22/2026	101-42110-50404	
334371	PD VEH R/M	1,225.83	05/22/2026	101-42110-50404	
334372	PD VEH R/M	432.14	05/22/2026	101-42110-50404	
	Check Total:	2,557.97			
Vendor: 1763	OFFICE OF MNIT SERVICES-ACCOUNTS RECEIVABLE			Check Sequence: 40	ACH Enabled: False
dv26040444	INTERNET	1,150.00	05/22/2026	101-41420-50243	
	Check Total:	1,150.00			
Vendor: 1453	Olson Power & Equipment			Check Sequence: 41	ACH Enabled: False
E03603	KUBOTA TURF RTZ DIESEL ZTR MOWER	17,342.72	05/22/2026	701-70100-50580	
E03604	KUBOTA TURF RTZ DIESEL ZTR MOWER	16,484.72	05/22/2026	701-70100-50580	
	Check Total:	33,827.44			
Vendor: 1465	Paustis Wine Company			Check Sequence: 42	ACH Enabled: False
292151	WINE CREDIT	-91.50	05/07/2026	609-49750-50253	
292154	WINE CREDIT	-162.50	05/07/2026	609-48000-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
293650	WINE	318.00	05/21/2026	609-48000-50253	
293651	WINE	290.50	05/21/2026	609-49750-50253	
	Check Total:	354.50			
Vendor: 1474	PHILLIPS WINE & SPIRITS, INC			Check Sequence: 43	ACH Enabled: False
5169635	LIQUOR	4,827.12	05/21/2026	609-49750-50251	
5169636	LIQUOR	235.15	05/21/2026	609-49750-50251	
5169637	LIQUOR	2,236.53	05/21/2026	609-48000-50251	
5169638	LIQUOR	235.15	05/21/2026	609-48000-50251	
5173331	LIQUOR	2,227.98	05/21/2026	609-49750-50251	
5173332	WINE	71.00	05/21/2026	609-49750-50253	
5173333	LIQUOR	1,453.20	05/21/2026	609-48000-50251	
5173334	WINE	41.90	05/21/2026	609-48000-50253	
	Check Total:	11,328.03			
Vendor: 2342	PROGRESSIVE BUILDER			Check Sequence: 44	ACH Enabled: False
BP 14749	CO ESCROW REFUND 6990 376TH	2,500.00	05/22/2026	101-00000-20220	
	Check Total:	2,500.00			
Vendor: 2232	Pryes Brewing Company LLC			Check Sequence: 45	ACH Enabled: False
W-121529	BEER	37.75	05/21/2026	609-48000-50252	
W-121533	BEER	213.00	05/21/2026	609-49750-50252	
	Check Total:	250.75			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 46	ACH Enabled: False
B022314	Waste Water Lab Testing	151.20	05/22/2026	602-49450-50315	
B022404	Waste Water Lab Testing	151.20	05/22/2026	602-49450-50315	
	Check Total:	302.40			
Vendor: 2040	Rustic Roots Winery, Inc.			Check Sequence: 47	ACH Enabled: False
INV-013625	WINE	598.63	05/21/2026	609-49750-50253	
	Check Total:	598.63			
Vendor: 2343	SCHNELLER AUCTIONS			Check Sequence: 48	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5-18-2026	ESCROW REFUND	6,618.50	05/22/2026	101-00000-21169	
	Check Total:	6,618.50			
Vendor: 1520	Sealtech, Inc			Check Sequence: 49	ACH Enabled: False
1809	CRACK SEALING	2,898.00	05/22/2026	101-43000-50307	
	Check Total:	2,898.00			
Vendor: 2288	SNAP-ON CREDIT LLC			Check Sequence: 50	ACH Enabled: False
MAY 2026	PW SUBSCRIPTION FOR MAY 2026	94.00	05/22/2026	101-43000-50433	
	Check Total:	94.00			
Vendor: 1534	SOUTHERN GLAZERS WINE & SPIRITS OF MINNESOTA			Check Sequence: 51	ACH Enabled: False
2754845	LIQUOR	2,706.03	05/21/2026	609-48000-50251	
2754845	WINE	270.12	05/21/2026	609-48000-50253	
2755384	LIQUOR	1,905.70	05/21/2026	609-49750-50251	
2755385	WINE	211.60	05/21/2026	609-49750-50253	
2757542	WINE	1.55	05/21/2026	609-48000-50253	
2757543	LIQUOR	973.23	05/21/2026	609-48000-50251	
2757543	WINE	517.63	05/21/2026	609-48000-50253	
2758067	LIQUOR	4,642.01	05/21/2026	609-49750-50251	
2758068	WINE	419.97	05/21/2026	609-49750-50253	
	Check Total:	11,647.84			
Vendor: 1550	STREICHERS			Check Sequence: 52	ACH Enabled: False
I1826321	UNIFORM - DS	354.18	05/22/2026	101-42110-50237	
I1826329	UNIFORM - DS	75.00	05/22/2026	101-42110-50237	
	Check Total:	429.18			
Vendor: 2239	Thomas Scientific Holdings, LLC			Check Sequence: 53	ACH Enabled: False
192858	OPERATING SUPPLIES	144.63	05/22/2026	101-42110-50210	
	Check Total:	144.63			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 54	ACH Enabled: False
3919919	N/A SALES	238.80	05/21/2026	609-49750-50250	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	238.80			
Vendor: 1611	WATSON COMPANY			Check Sequence: 55	ACH Enabled: False
157777	N/A SALES	1,253.56	05/21/2026	609-49750-50250	
	Check Total:	1,253.56			
Vendor: 1638	Zoll			Check Sequence: 56	ACH Enabled: False
4488567	STAT-PADZ	75.00	05/22/2026	101-42110-50210	
	Check Total:	75.00			
	Total for Check Run:	430,168.42			
	Total of Number of Checks:	56			

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 5/21/2026 1:19 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
6141	1424	N.B. Fire Relief Association	04/24/2026	1,091.20
6142	1941	WEX, Inc.	04/24/2026	111.25
6143	1033	Associated Bank	04/14/2026	45.20
6144	1592	US Postal Service	04/27/2026	1,197.21
6145	2146	Bremer Bank	04/17/2026	226.76
6146	1424	N.B. Fire Relief Association	05/08/2026	858.40
6147	2096	Xpress Solutions Inc	05/07/2026	2,259.85
Report Total (7 checks):				5,789.87



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**

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, May 13, 2026

1. CALL TO ORDER

Mayor Kevin Schieber called the City Council Meeting to order at 6 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

Due to an active fire, motion to table 5a. Recognition of Fire Department Officers, 2026, to the next City Council Meeting on May 27th, at 6 PM.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada

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

Mayor Kevin Schieber asked to move letters 7O, 7P, and 7Q from the Consent Agenda to 9C, 9D, and 9E under Staff Reports.

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

5. PRESENTATION & PROCLAMATION

a. Recognition of Fire Department Officers, 2026 VERBAL
UPDATE

Due to an active fire, motion to table 5a. Recognition of Fire Department Officers, 2026, to the next City Council Meeting on May 27th, at 6 PM.

b. Proclamation Recognizing Public Service Week INFO

Mayor Kevin Schieber presented A Proclamation of the City of North Branch, recognizing Public Service Recognition Week. May 3rd-May 9th, 2026.

c. Proclamation Recognizing National Police Week VERBAL
UPDATE

Mayor Kevin Schieber presented A Proclamation of the City of North Branch, recognizing National Police Week. May 10th-May 16th, 2026.

d. Proclamation Recognizing National Public Works Week INFO

Mayor Kevin Schieber presented A Proclamation of the City of North Branch, recognizing National Public Works Week. May 17th-May 23rd, 2026.

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.

Mayor Kevin Schieber asked to move letters 7O, 7P, and 7Q from the Consent Agenda to 9C, 9D, and 9E 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 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 Resolution R-328-2026 requesting Chisago County provide a traffic speed study on Falcon Avenue | ACTION |
| p. | Approval of Resolution R-329-2026 authorizing the 2024 Overlay Pay Request #4 (Final) | ACTION |
| q. | Approval of Harder Park Disc Golf Course Improvements | ACTION |

8. PUBLIC HEARINGS

9. STAFF REPORTS

- | | | |
|----|----------------|------|
| a. | Finance Update | INFO |
|----|----------------|------|

Finance Director Sharon Wright gave the Finance Update.

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
- 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

Mayor Keving Schieber presented the approval of a change to Ordinance 407-26 pertaining to the procurement and charitable gambling proceeds for park and trail creation and maintenance funding.

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 has been investigating revenue opportunities to enhance public service while being budget-neutral for the residents. One opportunity that has 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 a 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.

Motion to approve change to Ordinance 407-26 pertaining to the procurement and charitable gambling proceeds for park and trail creation and maintenance funding with

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

ABSENT:

NOTES:

- c. Approval of LG214 & LG215 permits for the Muddy Cow/Merrick, Inc. ACTION

The City of North Branch has received an LG214 & LG215 Premises Permit Application for Merrick, Inc. 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.

Motion to table the approval of LG214 and LG215 permits for the Muddy Cow/Merrick, Inc., to the next City Council Meeting on May 27th at 6 PM, which would allow time for staff to get more information from the Muddy Cow, making sure that they are compliant with Ordinance 407-26.

RESULT: Passed

MOVER: Jeff Goulet

SECONDER: Robert Canada

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 Automated License Plate Reader (ALPR) Policy ACTION

Police Dan Meyer presented the 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, we 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. We 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).

Motion to approve Resolution R-311-2026 Approving the Police Department's Automated License Plate Reader (ALPR) Policy.

RESULT: Passed

MOVER: Robert Canada

SECONDER: Patrick Meacham

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

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

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

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.

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

10. MAYOR/CITY COUNCIL

a. Advisory Committees and Planning Commission updates

VERBAL
UPDATE

Council Member Robert Canada gave a Personnel Advisory Committee update. HR Generalist Travis Miles is reviewing the City's long-term staffing plan. The Fire Department has been interviewing candidates for open firefighter positions, while the Police Department is conducting interviews for Police Reserve and Police Sergeant positions.

Council Member Robert Canada also provided the Public Safety Committee update. The Fire Department expects delivery of its new ladder truck around June 25. The department is also evaluating additional training opportunities, as firefighters are currently not certified in EMR (Emergency Medical Response), unlike the Police Department. The goal is to train some firefighters to create a stronger blend of emergency response capabilities between the two departments. In addition, the Fire Department is reviewing its codes and policies in coordination with Human Resources, with a focus on firefighter mental health and wellness.

In recognition of Mental Health Awareness Month, the Police Department will participate in Chalk the Walk for Hope at North Branch City Hall on Thursday, May 28. Mental health resources will also be available to community members during the event.

Council Member Jeff Goulet gave the Finance Committee update. The municipal liquor store is pursuing online sales in an effort to remain competitive with other retailers in the area.

Mayor Kevin Schieber provided an update on the I-35/400th Street interchange project. The City has been working with legislators regarding the Louisiana-Pacific Building Products and the completed land acquisition. The Mayor has also reached out to all three key local state legislators. Securing passage of the bonding bill remains the primary focus, and local representatives continue to advocate strongly on the City's behalf.

Patrick Meacham provided the Planning Commission update. Following a lengthy discussion, the City Council reached consensus with the Planning Commission to hold a public hearing at the Commission's first meeting in June regarding proposed changes to side yard setbacks of 10 feet, maximum density standards of 6–18, and the removal of data centers as a permitted use in the B district. The remaining three items will be scheduled for discussion at a future joint meeting between the Planning Commission and the City Council.

11. ADJOURNMENT

The North Branch City Council Meeting adjourned at 7:46 PM.

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



Prepared By: Ryan Saltis, City Planner

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Approval of Resolution R-330-2026 approving a variance from minimum lot depths for Lots 1-4, Block 1 and Lots 1-3, Block 2, Sherwood Pines 2nd

Requested Action

Motion to recommend approval of Resolution R-330-2026 approving a variance from minimum lot depths for Lots 1-4 of Block 1 and Lots 1-3 of Block 2 Sherwood Pines 2nd Addition, with the included conditions of approval.

Overview / Background

MaKe Properties, LLC. (Applicant) has submitted a request for a variance and preliminary plat approval for a new residential subdivision known as Sherwood Pines 2nd Addition, located generally at the intersection of 417th Street and Flink Avenue. The Subject Property is currently undeveloped and is guided and zoned for Rural-Residential.

The Preliminary Plat proposes the creation of 17 single-family residential lots (each exceeding 1 acre in lot size), organized into 2 blocks and 1 outlot. The development includes new public roadway infrastructure, stormwater management features, and individual well and septic systems. Access to the subdivision is provided via Flink Ave and includes an internal roadway and cul-de-sac.

The applicant has applied for a variance from the required minimum lot depths for Lots 1-4 of Block 1 and Lots 1-3 of Block 2 based on the unique parcel boundaries and engineering standards for the internal roadway.

The applicant has submitted a complete application, including preliminary plat drawings, grading and erosion control plans, utility plans, landscaping, and tree preservation. Final Plat approval is subject to City Council action and completion of all required conditions.

The Planning Commission held a public hearing on Tuesday, May 5, 2026, and received general comments regarding access, lot size, density and groundwater impacts. The Planning Commission recommended approval (4-0) of the variance for a reduction in minimum lot depths

for the Sherwood Pines 2nd Addition development with the following conditions.

1. The minimum lot depths for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 must be at least 175 feet.

Voting Requirements:

Voting Options Simple Majority



Recommended Planning Commission Action

Motion to recommend approval of the Preliminary Plat and Variance request for Sherwood Pines 2nd Addition.

Overview / Background

Make Properties LLC. (Applicant) has submitted a request for Preliminary Plat and Variance approval for a new residential subdivision known as Sherwood Pines Second Addition, located generally to the east of 417th Street and Flink Avenue. The variance request is due to the inability to meet the required 300 foot lot depths for Lots 1-4 of Block 1 and Lots 1-3 of Block 2 based on the unique parcel boundaries and engineering standards for the internal roadway.

The undeveloped Subject Property consists of approximately 30.11 acres and is guided and zoned for Rural-Residential. The Preliminary Plat proposes the creation of 17 single-family residential lots (each exceeding 1 acre in lot size), organized into 2 blocks and 1 outlot. The development includes new public roadway infrastructure, stormwater management features, and individual well and septic systems. Access to the subdivision is provided via Flink Ave and includes an internal roadway and cul-de-sac.

The applicant has submitted a complete application, including preliminary plat drawings, grading and erosion control plans, utility plans, and stormwater management documentation.

Issue(s) to Consider

1. Land Use and Zoning
2. Proposed Preliminary Plat
3. Plat Standards
4. Variance – Lot Depths
5. Engineering - Public Streets, Utilities and Stormwater
6. Environmental Features and Site Constraints

Analysis of Issue(s)

1. Land Use & Zoning

The Subject Property is guided **LURR**, per the Comprehensive Plan, and zoned **RR – Rural Residential**.

The Subject Property is guided for low-density residential development under the City's Comprehensive Plan and is consistent with the RR – Rural Residential zoning district.

The proposed subdivision aligns with the City's long-term land use vision by providing large-lot single-family development. The density of approximately 0.60 gross units per acre is consistent with rural residential expectations.

The proposed subdivision layout, density, and lot configuration are consistent with the Comprehensive Plan and zoning district requirements.

Land Use and Zoning standards are satisfied.

2. Proposed Preliminary Plat

The Preliminary Plat proposes 17 residential lots ranging in size from approximately 1.1 acres to 2.38 acres, as illustrated on the Site Plan.

The subdivision is designed around a new internal public roadway system, consisting of approximately 2,050 linear feet of bituminous roadway with a cul-de-sac.

Each lot includes:

- Designated building pads
- Primary and secondary septic areas (5,000 sq ft each)
- Drainage and Utility Easements

The layout provides efficient circulation while maintaining rural lot characteristics. A stormwater infiltration basin is centrally located to manage runoff.

3. Plat Standards

Lots created by plat are required to meet minimum lot area, width, and depth requirements as established by City Code for the applicable zoning district. The lots created through this platting process are required to meet the following:

Type	Lot Standards		
	Area (sf)	Width	Depth
RR – Rural Residential	1 acre buildable	110'	300'

Lot / Block	Area (Acres)	Min Depth	Proposed Depth	Min Width	Proposed Width
Lot 1, Block 1	1.61	300 ft	~278 ft	110 ft	~249 ft
Lot 2, Block 1	1.10	300 ft	~230 ft	110 ft	~162 ft
Lot 3, Block 1	1.41	300 ft	~230 ft	110 ft	~236 ft
Lot 4, Block 1	1.50	300 ft	~245 ft	110 ft	~123 ft
Lot 5, Block 1	2.38	300 ft	~440 ft	110 ft	~131 ft
Lot 6, Block 1	1.92	300 ft	~370 ft	110 ft	~125 ft
Lot 7, Block 1	1.28	300 ft	~370 ft	110 ft	~150 ft
Lot 8, Block 1	1.28	300 ft	~370 ft	110 ft	~150 ft
Lot 9, Block 1	1.2	300 ft	~370 ft	110 ft	~141 ft
Lot 10, Block 1	2.13	300 ft	~314 ft	110 ft	~115 ft
Lot 11, Block 1	1.86	300 ft	~340 ft	110 ft	~138 ft
Lot 12, Block 1	2.17	300 ft	~318 ft	110 ft	~112 ft

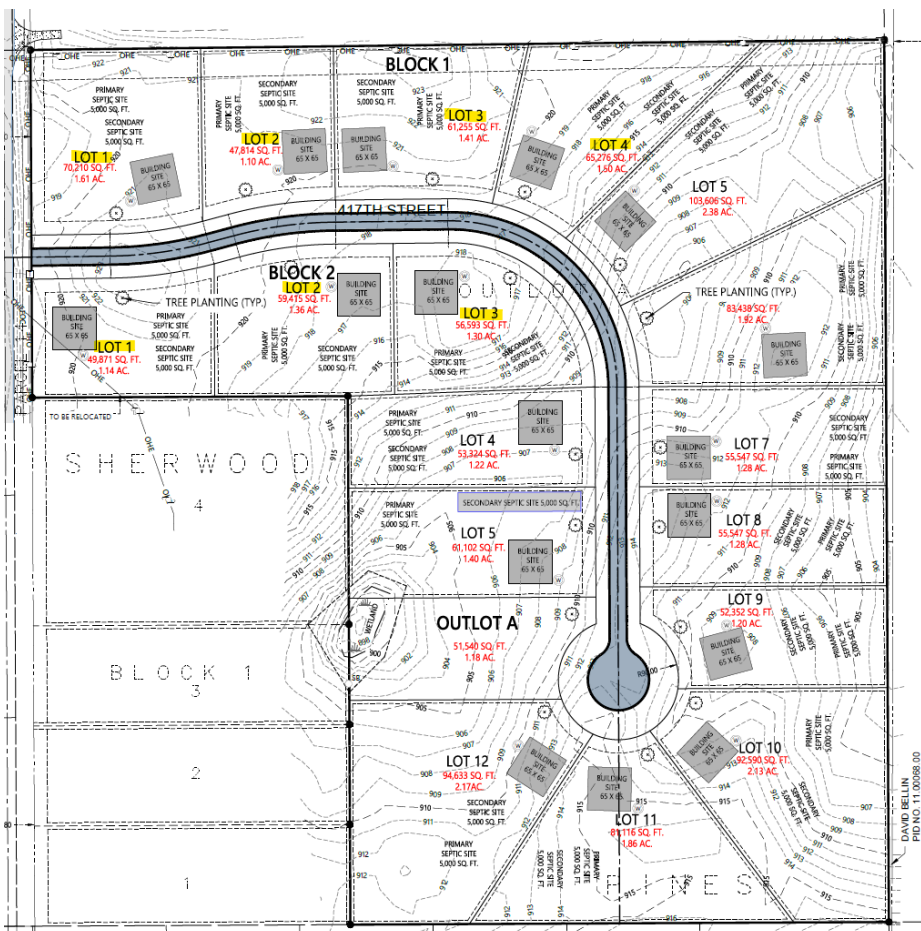
Lot / Block	Area (Acres)	Min Depth	Proposed Depth	Min Width	Proposed Width
Lot 1, Block 2	1.14	300 ft	~177 ft	110 ft	~274 ft
Lot 2, Block 2	1.36	300 ft	~199 ft	110 ft	~269 ft
Lot 3, Block 2	1.30	300 ft	~226 ft	110 ft	~342 ft
Lot 4, Block 2	1.22	300 ft	~370 ft	110 ft	~150 ft
Lot 5, Block 2	1.40	300 ft	~370 ft	110 ft	~165 ft
Outlot A	1.18	NA	~370 ft	NA	~137 ft

City Code requires a minimum lot depth of 300 feet and a minimum lot width of 110 feet within the Rural Residential (RR) zoning district. Based on review of the proposed preliminary plat, all lots meet or exceed the minimum lot width requirement. However, several lots do not meet the minimum required depth of 300 feet. A variance application has been submitted and is analyzed in Section 4: Variance – Lot Depths of this report. All lots exceed the required area of 1 acre buildable.

4. Variance – Lot Depths

A variance from the required lot depths of 300 feet include Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2, with proposed depths ranging from approximately 177 feet to 278 feet. All remaining lots comply with the minimum depth requirement.

These lots are shown below:



The purpose of the reduction of lot depths is in part due to other city regulations and imperative design decisions such as the placement of the new internal roadway lining up directly with the existing 417th St across from Flink Ave. Additionally, engineering requirements for road sizes and Right-Of-Way widths would prevent lots on both sides of the proposed road due to the unique shape of the property and only having 521 feet of frontage along Flink Ave. City staff would support the decision to grant a reduction in lot depths in this scenario.

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

1. Relationship to the city's comprehensive plan;
2. The geographical area involved;
3. The character of the surrounding area;
4. The availability and design capacities of existing or proposed utilities;
5. Whether such a request will tend to or actually depreciate the surrounding area;
6. Whether the request will place an undue financial burden on the city;
7. Whether the request will impair an adequate supply of light and air to adjacent property;
8. Whether the request will unreasonably increase the congestion in the public right-of-way;
9. Whether the request will increase the danger of fire or endanger the public safety;
10. Whether the request is consistent with the spirit and intent of this division.

Sec 66-65 Conditions On Approval

- (a) The planning commission and the city council may not permit as a variance any use that is not permitted under this division for property in the zone where the affected person's land is located. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property. Variances shall only be permitted:
- 1) When they are in harmony with the general purposes and intent of the ordinance; and
 - 2) When the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

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

- a. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- b. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
- c. The variance, if granted, will not alter the essential character of the locality.

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

5. Engineering – Public Streets, Utilities and Stormwater

The Preliminary Plat proposes a new public street designed to City of North Branch standards, including pavement width, right-of-way dedication, and implementation of a cul-de-sac. All streets will be dedicated to the City upon Final Plat approval.

Lots will be served by private well and septic as the parcel boundary is located outside of the city's designated Urban Service Area. Stormwater management is addressed through drainage easements and an on-site

infiltration basin located on Outlot A. All public improvements are subject to review and approval by the City Engineer and will require a Development Agreement. The Engineering report for this project is attached to this report.

The developer of the site is expected to enter into a Development Agreement with the City to meet these standards and specifications for the new Right-Of-Way.

6. Environmental Features and Site Constraints

The subject site is a former evergreen tree farm, and extensive tree clearing will be required.

The Tree Preservation Plan for Sherwood Pines 2nd Addition identifies areas of existing woodland to be preserved and areas to be cleared to accommodate development, including building pads, septic areas, roads, and grading. The plan designates specific tree save areas, tree removal areas, and existing off-site tree areas, with construction limits clearly shown to guide where disturbance can occur. Tree removal is primarily concentrated within proposed lot areas, building envelopes, road alignments, and septic locations, while preservation areas are generally located around the site perimeter and in less disturbed interior sections.

In total, the plan indicates approximately 13.15 acres (572,942 sq. ft.) of trees to be preserved and 6.07 acres (264,356 sq. ft.) to be removed, out of a total wooded area of 19.22 acres. This reflects a majority of the existing tree cover being retained, with clearing focused on necessary development areas.

The plan also incorporates topographic contours, wetland areas (Outlot A), and delineates building and septic locations, ensuring that tree removal is coordinated with site constraints. Overall, the document demonstrates an effort to balance site development with preservation of significant wooded areas, though substantial clearing will still be required to establish lots and infrastructure.

Overall, the proposed development meets City standards related to landscaping, buffering, and preservation of existing natural features.

Staff Recommendation

Motion to recommend approval of the Preliminary Plat and Variance request for Sherwood Pines 2nd Addition with conditions as stated below.

Recommended Planning Commission Action

In the event the required variance from minimum lot depth requirements is approved, a motion to recommend approval to the City Council for the Preliminary Plat for Sherwood Pines 2nd Addition, based on a preliminary review of the submitted plans, is subject to the following conditions:

1. The Applicant shall address and comply with the City Engineers memo dated April 2, 2026 and April 14, 2026.
2. All public improvements shall be constructed in accordance with City of North Branch standards.
3. A Development Agreement shall be executed prior to Final Plat approval.

Motion to recommend approval to City Council, approving the Variance to reduce lot depths for Sherwood Pines 2nd Addition, with the following conditions:

1. The minimum lot depths for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 must be at least 175 feet.

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-330-2026

A RESOLUTION APPROVING THE REQUEST FOR A VARIANCE FROM CITY CODE SECTION 66-210 DESIGN STANDARDS FOR REDUCED MINIMUM LOT DEPTHS FOR LOTS 1-4 OF BLOCK 1 AND LOTS 1-3 OF BLOCK 2 OF THE SHERWOOD PINES 2ND ADDITION DEVELOPMENT AT PID 11.00070.05.

WHEREAS, Make Properties LLC (Applicant) has submitted a Variance application associated with the proposed Sherwood Pines 2nd Addition subdivision, located generally east of 417th Street and Flink Avenue within the City of North Branch; and

WHEREAS, the Applicant has requested a variance from the minimum lot depth requirement of 300 feet for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 within the RR – Rural Residential zoning district; and

WHEREAS, the requested variance is necessary due to unique parcel boundaries, limited frontage along Flink Avenue, roadway alignment requirements, and engineering standards associated with the proposed internal public roadway; and

WHEREAS, the Planning Commission reviewed the request at its May 5, 2026 meeting and recommended approval of the variance request subject to conditions; and

WHEREAS, the City Council has reviewed the request in accordance with Section 66-65 of the North Branch City Code and finds the request meets the standards for granting a variance.

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

FINDINGS OF FACT

1. The requested variance is consistent with the City of North Branch Comprehensive Plan and the intent of the RR – Rural Residential zoning district.
2. The plight of the landowner is due to circumstances unique to the property, including the irregular parcel configuration, roadway alignment requirements, and limited frontage along Flink Avenue, and was not created by the landowner.
3. The requested variance allows the property to be used in a reasonable manner consistent with surrounding rural residential development patterns.

4. The requested variance will not alter the essential character of the locality, impair adequate light and air to adjacent properties, or create additional congestion or safety concerns within the public right-of-way.
5. The proposed lots continue to meet or exceed all minimum lot width and lot area requirements of the RR zoning district.
6. The requested variance is in harmony with the general purposes and intent of the zoning ordinance and is consistent with the spirit of the subdivision regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of North Branch hereby approves the Variance request to reduce minimum lot depth requirements for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 within Sherwood Pines 2nd Addition, subject to the following condition:

1. The minimum lot depths for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 shall be no less than 175 feet.

Passed by the City Council of North Branch, Minnesota this 27th day of May, 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



Prepared By: Ryan Saltis, City Planner

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Approval of Resolution R-331-2026 approving the Preliminary Plat for Sherwood Pines 2nd Addition

Requested Action

Motion to recommend approval of Resolution R-331-2026 approving the preliminary plat for Sherwood Pines 2nd Addition, with the included conditions of approval.

Overview / Background

MaKe Properties, LLC. (Applicant) has submitted a request for a preliminary plat approval for a new residential subdivision known as Sherwood Pines 2nd Addition, located generally at the intersection of 417th Street and Flink Avenue. The Subject Property is currently undeveloped and is guided and zoned for Rural-Residential.

The Preliminary Plat proposes the creation of 17 single-family residential lots (each exceeding 1 acre in lot size), organized into 2 blocks and 1 outlot. The development includes new public roadway infrastructure, stormwater management features, and individual well and septic systems. Access to the subdivision is provided via Flink Ave and includes an internal roadway and cul-de-sac.

The applicant has applied for a variance from the required minimum lot depths for Lots 1-4 of Block 1 and Lots 1-3 of Block 2 based on the unique parcel boundaries and engineering standards for the internal roadway.

The applicant has submitted a complete application, including preliminary plat drawings, grading and erosion control plans, utility plans, landscaping, and tree preservation. Final Plat approval is subject to City Council action and completion of all required conditions.

The Planning Commission held a public hearing on Tuesday, May 5, 2026, and received general comments regarding access, lot size, density and groundwater impacts. The Planning Commission recommended approval (4-0) of the variance for a reduction in minimum lot depths

for the Sherwood Pines 2nd Addition development with the following conditions.

1. The Applicant shall address and comply with the City Engineers memo dated April 2, 2026, and April 14, 2026.
2. All public improvements shall be constructed in accordance with City of North Branch standards.
3. A Development Agreement shall be executed prior to Final Plat approval.
4. The minimum lot depths for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 must be at least 175 feet.

Voting Requirements:

Voting Options Simple Majority



Recommended Planning Commission Action

Motion to recommend approval of the Preliminary Plat and Variance request for Sherwood Pines 2nd Addition.

Overview / Background

Make Properties LLC. (Applicant) has submitted a request for Preliminary Plat and Variance approval for a new residential subdivision known as Sherwood Pines Second Addition, located generally to the east of 417th Street and Flink Avenue. The variance request is due to the inability to meet the required 300 foot lot depths for Lots 1-4 of Block 1 and Lots 1-3 of Block 2 based on the unique parcel boundaries and engineering standards for the internal roadway.

The undeveloped Subject Property consists of approximately 30.11 acres and is guided and zoned for Rural-Residential. The Preliminary Plat proposes the creation of 17 single-family residential lots (each exceeding 1 acre in lot size), organized into 2 blocks and 1 outlot. The development includes new public roadway infrastructure, stormwater management features, and individual well and septic systems. Access to the subdivision is provided via Flink Ave and includes an internal roadway and cul-de-sac.

The applicant has submitted a complete application, including preliminary plat drawings, grading and erosion control plans, utility plans, and stormwater management documentation.

Issue(s) to Consider

1. Land Use and Zoning
2. Proposed Preliminary Plat
3. Plat Standards
4. Variance – Lot Depths
5. Engineering - Public Streets, Utilities and Stormwater
6. Environmental Features and Site Constraints

Analysis of Issue(s)

1. Land Use & Zoning

The Subject Property is guided **LURR**, per the Comprehensive Plan, and zoned **RR – Rural Residential**.

The Subject Property is guided for low-density residential development under the City's Comprehensive Plan and is consistent with the RR – Rural Residential zoning district.

The proposed subdivision aligns with the City's long-term land use vision by providing large-lot single-family development. The density of approximately 0.60 gross units per acre is consistent with rural residential expectations.

The proposed subdivision layout, density, and lot configuration are consistent with the Comprehensive Plan and zoning district requirements.

Land Use and Zoning standards are satisfied.

2. Proposed Preliminary Plat

The Preliminary Plat proposes 17 residential lots ranging in size from approximately 1.1 acres to 2.38 acres, as illustrated on the Site Plan.

The subdivision is designed around a new internal public roadway system, consisting of approximately 2,050 linear feet of bituminous roadway with a cul-de-sac.

Each lot includes:

- Designated building pads
- Primary and secondary septic areas (5,000 sq ft each)
- Drainage and Utility Easements

The layout provides efficient circulation while maintaining rural lot characteristics. A stormwater infiltration basin is centrally located to manage runoff.

3. Plat Standards

Lots created by plat are required to meet minimum lot area, width, and depth requirements as established by City Code for the applicable zoning district. The lots created through this platting process are required to meet the following:

Type	Lot Standards		
	Area (sf)	Width	Depth
RR – Rural Residential	1 acre buildable	110'	300'

Lot / Block	Area (Acres)	Min Depth	Proposed Depth	Min Width	Proposed Width
Lot 1, Block 1	1.61	300 ft	~278 ft	110 ft	~249 ft
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Lot 7, Block 1	1.28	300 ft	~370 ft	110 ft	~150 ft
Lot 8, Block 1	1.28	300 ft	~370 ft	110 ft	~150 ft
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Lot 11, Block 1	1.86	300 ft	~340 ft	110 ft	~138 ft
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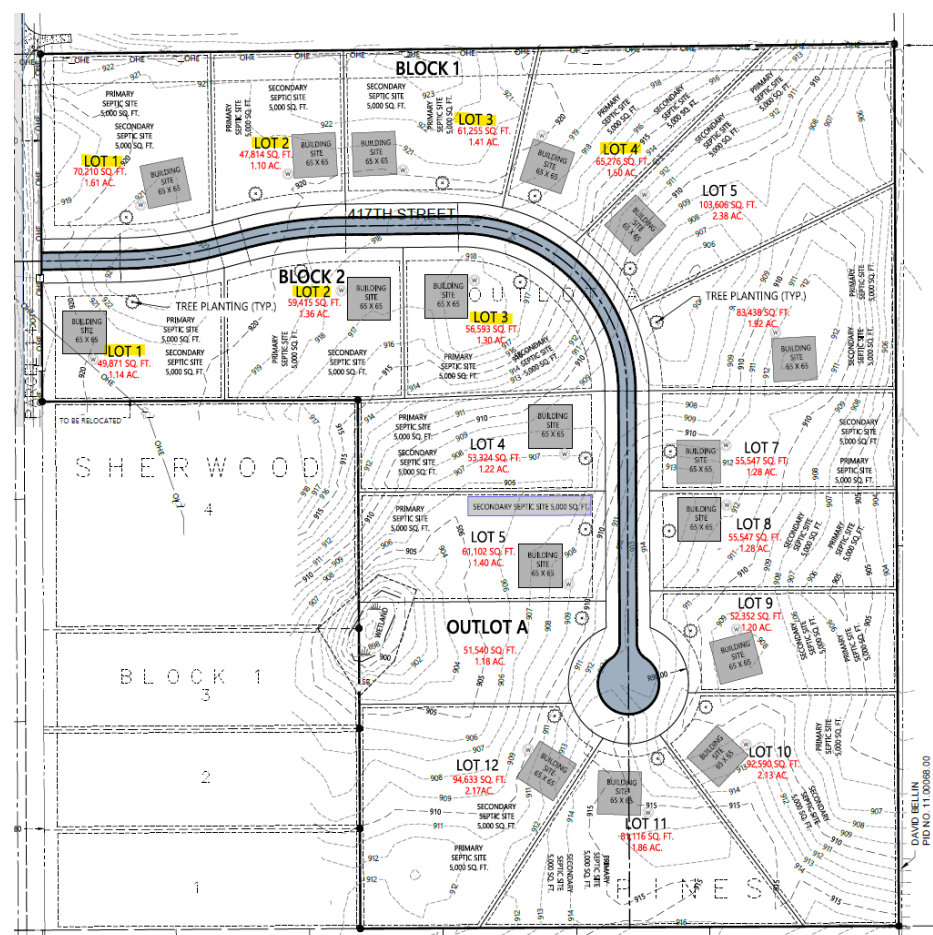
Lot / Block	Area (Acres)	Min Depth	Proposed Depth	Min Width	Proposed Width
Lot 1, Block 2	1.14	300 ft	~177 ft	110 ft	~274 ft
Lot 2, Block 2	1.36	300 ft	~199 ft	110 ft	~269 ft
Lot 3, Block 2	1.30	300 ft	~226 ft	110 ft	~342 ft
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Lot 5, Block 2	1.40	300 ft	~370 ft	110 ft	~165 ft
Outlot A	1.18	NA	~370 ft	NA	~137 ft

City Code requires a minimum lot depth of 300 feet and a minimum lot width of 110 feet within the Rural Residential (RR) zoning district. Based on review of the proposed preliminary plat, all lots meet or exceed the minimum lot width requirement. However, several lots do not meet the minimum required depth of 300 feet. A variance application has been submitted and is analyzed in Section 4: Variance – Lot Depths of this report. All lots exceed the required area of 1 acre buildable.

4. Variance – Lot Depths

A variance from the required lot depths of 300 feet include Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2, with proposed depths ranging from approximately 177 feet to 278 feet. All remaining lots comply with the minimum depth requirement.

These lots are shown below:



The purpose of the reduction of lot depths is in part due to other city regulations and imperative design decisions such as the placement of the new internal roadway lining up directly with the existing 417th St across from Flink Ave. Additionally, engineering requirements for road sizes and Right-Of-Way widths would prevent lots on both sides of the proposed road due to the unique shape of the property and only having 521 feet of frontage along Flink Ave. City staff would support the decision to grant a reduction in lot depths in this scenario.

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

1. Relationship to the city's comprehensive plan;
2. The geographical area involved;
3. The character of the surrounding area;
4. The availability and design capacities of existing or proposed utilities;
5. Whether such a request will tend to or actually depreciate the surrounding area;
6. Whether the request will place an undue financial burden on the city;
7. Whether the request will impair an adequate supply of light and air to adjacent property;
8. Whether the request will unreasonably increase the congestion in the public right-of-way;
9. Whether the request will increase the danger of fire or endanger the public safety;
10. Whether the request is consistent with the spirit and intent of this division.

Sec 66-65 Conditions On Approval

- (a) The planning commission and the city council may not permit as a variance any use that is not permitted under this division for property in the zone where the affected person's land is located. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property. Variances shall only be permitted:
- 1) When they are in harmony with the general purposes and intent of the ordinance; and
 - 2) When the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance.

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

- a. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- b. The plight of the landowner is due to circumstances unique to the property not created by the landowner; and
- c. The variance, if granted, will not alter the essential character of the locality.

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

5. Engineering – Public Streets, Utilities and Stormwater

The Preliminary Plat proposes a new public street designed to City of North Branch standards, including pavement width, right-of-way dedication, and implementation of a cul-de-sac. All streets will be dedicated to the City upon Final Plat approval.

Lots will be served by private well and septic as the parcel boundary is located outside of the city's designated Urban Service Area. Stormwater management is addressed through drainage easements and an on-site

infiltration basin located on Outlot A. All public improvements are subject to review and approval by the City Engineer and will require a Development Agreement. The Engineering report for this project is attached to this report.

The developer of the site is expected to enter into a Development Agreement with the City to meet these standards and specifications for the new Right-Of-Way.

6. Environmental Features and Site Constraints

The subject site is a former evergreen tree farm, and extensive tree clearing will be required.

The Tree Preservation Plan for Sherwood Pines 2nd Addition identifies areas of existing woodland to be preserved and areas to be cleared to accommodate development, including building pads, septic areas, roads, and grading. The plan designates specific tree save areas, tree removal areas, and existing off-site tree areas, with construction limits clearly shown to guide where disturbance can occur. Tree removal is primarily concentrated within proposed lot areas, building envelopes, road alignments, and septic locations, while preservation areas are generally located around the site perimeter and in less disturbed interior sections.

In total, the plan indicates approximately 13.15 acres (572,942 sq. ft.) of trees to be preserved and 6.07 acres (264,356 sq. ft.) to be removed, out of a total wooded area of 19.22 acres. This reflects a majority of the existing tree cover being retained, with clearing focused on necessary development areas.

The plan also incorporates topographic contours, wetland areas (Outlot A), and delineates building and septic locations, ensuring that tree removal is coordinated with site constraints. Overall, the document demonstrates an effort to balance site development with preservation of significant wooded areas, though substantial clearing will still be required to establish lots and infrastructure.

Overall, the proposed development meets City standards related to landscaping, buffering, and preservation of existing natural features.

Staff Recommendation

Motion to recommend approval of the Preliminary Plat and Variance request for Sherwood Pines 2nd Addition with conditions as stated below.

Recommended Planning Commission Action

In the event the required variance from minimum lot depth requirements is approved, a motion to recommend approval to the City Council for the Preliminary Plat for Sherwood Pines 2nd Addition, based on a preliminary review of the submitted plans, is subject to the following conditions:

1. The Applicant shall address and comply with the City Engineers memo dated April 2, 2026 and April 14, 2026.
2. All public improvements shall be constructed in accordance with City of North Branch standards.
3. A Development Agreement shall be executed prior to Final Plat approval.

Motion to recommend approval to City Council, approving the Variance to reduce lot depths for Sherwood Pines 2nd Addition, with the following conditions:

1. The minimum lot depths for Lots 1 through 4 of Block 1 and Lots 1 through 3 of Block 2 must be at least 175 feet.

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-331-2026

A RESOLUTION APPROVING THE REQUEST FOR A PRELIMINARY PLAT FOR THE SHERWOOD PINES 2ND ADDITION DEVELOPMENT AT PID 11.00070.05.

WHEREAS, Make Properties LLC (Applicant) has submitted an application for Preliminary Plat approval for a residential subdivision to be known as Sherwood Pines 2nd Addition, located generally east of 417th Street and Flink Avenue within the City of North Branch; and

WHEREAS, the subject property consists of approximately 30.11 acres guided and zoned RR – Rural Residential; and

WHEREAS, the proposed Preliminary Plat includes the creation of seventeen (17) single-family residential lots, organized into two (2) blocks and one (1) outlot, including public roadway improvements, stormwater management facilities, and private well and septic systems; and

WHEREAS, the Planning Commission reviewed the Preliminary Plat request and held a public meeting on May 5th, 2026; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat subject to conditions; and

WHEREAS, the City Council finds the proposed Preliminary Plat to be generally consistent with the City of North Branch Comprehensive Plan, the Rural Residential zoning district and applicable subdivision regulations;

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

FINDINGS OF FACT

1. The subject property is guided and zoned RR – Rural Residential and the proposed development is consistent with the Comprehensive Plan and intended rural residential development pattern.
2. The proposed subdivision provides seventeen (17) residential lots ranging from approximately 1.1 acres to 2.38 acres in size and includes public roadway infrastructure and stormwater management facilities.

3. The proposed public improvements, stormwater facilities, and roadway design are subject to review and approval by the City Engineer and will require execution of a Development Agreement prior to Final Plat approval.
4. The Tree Preservation Plan demonstrates efforts to preserve significant existing wooded areas while accommodating necessary site improvements and development.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF NORTH BRANCH HEREBY APPROVES THE PRELIMINARY PLAT FOR SHERWOOD PINES 2ND ADDITION, SUBJECT TO THE FOLLOWING CONDITIONS:

1. The Applicant shall address and comply with the City Engineer's memorandums dated April 2, 2026.
2. All public improvements shall be constructed in accordance with City of North Branch standards and specifications.
3. A Development Agreement shall be executed prior to Final Plat approval.

Passed by the City Council of North Branch, Minnesota this 27th day of May, 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

PRELIMINARY PLAT OF SHERWOOD PINES SECOND ADDITION

LEGAL DESCRIPTION:

(per tax description)
Outlot A, Sherwood Pines, Chisago County, Minnesota

SURVEY NOTES

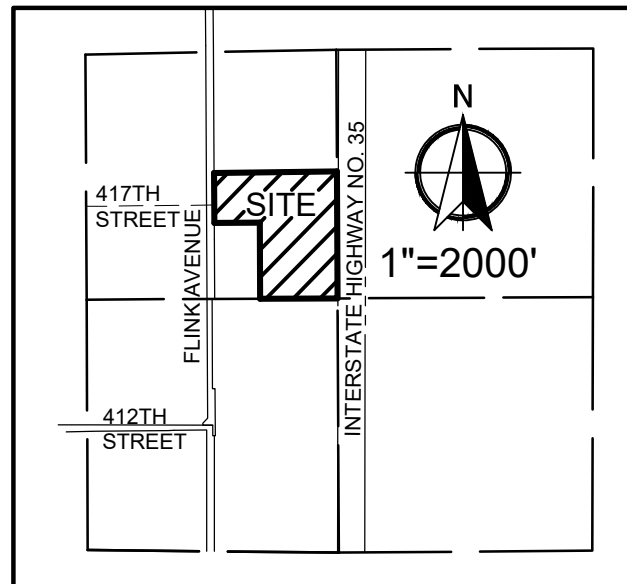
- This bearing system is based on the Chisago County Coordinate System NAD83 (1996 Adj.)
- Site Benchmark: Capped Monument at the Northeast corner of Outlot A Elev. =905.29 NAVD88.
- The property is vacant. PID No. 11.00070.05.
- Total Property Area: 1,311,397 sq.ft. or 30.11 acres.
- Contours shown are based on data collected in the field on NAVD88 datum.
- The wetlands on the subject property are shown according to the Wetland Delineation completed by Earth Science Associates Inc, dated January 2, 2025.

FLOODPLAIN NOTES: FLOOD INSURANCE RATE MAP (FIRM)

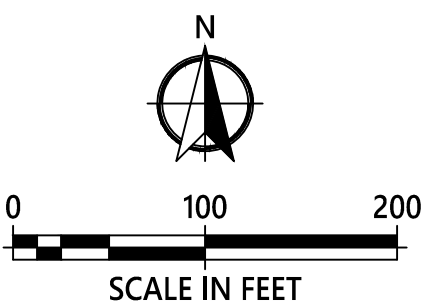
COMMUNITY NO.	PANEL NO.	SUFFIX	DATE OF FIRM INDEX	FIRM ZONE
27025	0165	D	04/17/2024	X

LEGEND

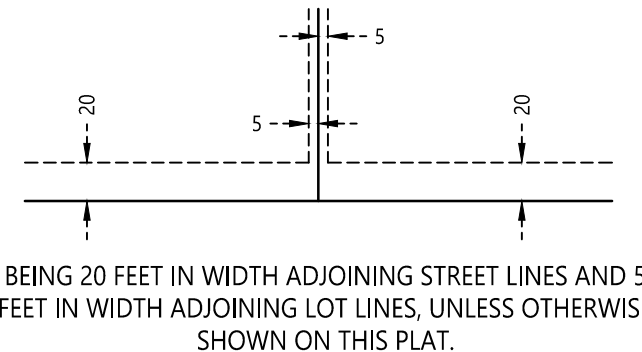
- FOUND 1/2" IRON PIPE MONUMENT W/CAP MARKED RLS 42648 UNLESS NOTED OTHERWISE
- MAJOR CONTOURS
- MINOR CONTOURS
- BITUMINOUS SURFACE
- GRAVEL SURFACE
- TELECOM PEDESTAL
- UNDERGROUND FIBER OPTIC LINE
- ELECTRIC POLE
- OVERHEAD ELECTRIC LINE
- PROPOSED WELL
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED EASEMENT AREA
- SETBACK LINE



VICINITY MAP
SEC. 5, T35, R.21
CITY OF NORTH BRANCH
CHISAGO COUNTY, MINNESOTA



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



OWNER/DEVELOPER

MaKe PROPERTIES INC
21542 SHALLOW LAKE RD
WARBA, MN 55793
651-226-4039

LAND SURVEYOR

KELLY L. JORDAN
WIDSETH
5368 266TH STREET
WYOMING, MN 55092
651-464-3130

SOIL TESTER

JOSH PUTT LIC #L4063
PO BOX 45
SHAHER, MN 55074
651-900-1567
TEST DATE: 11/18/2024

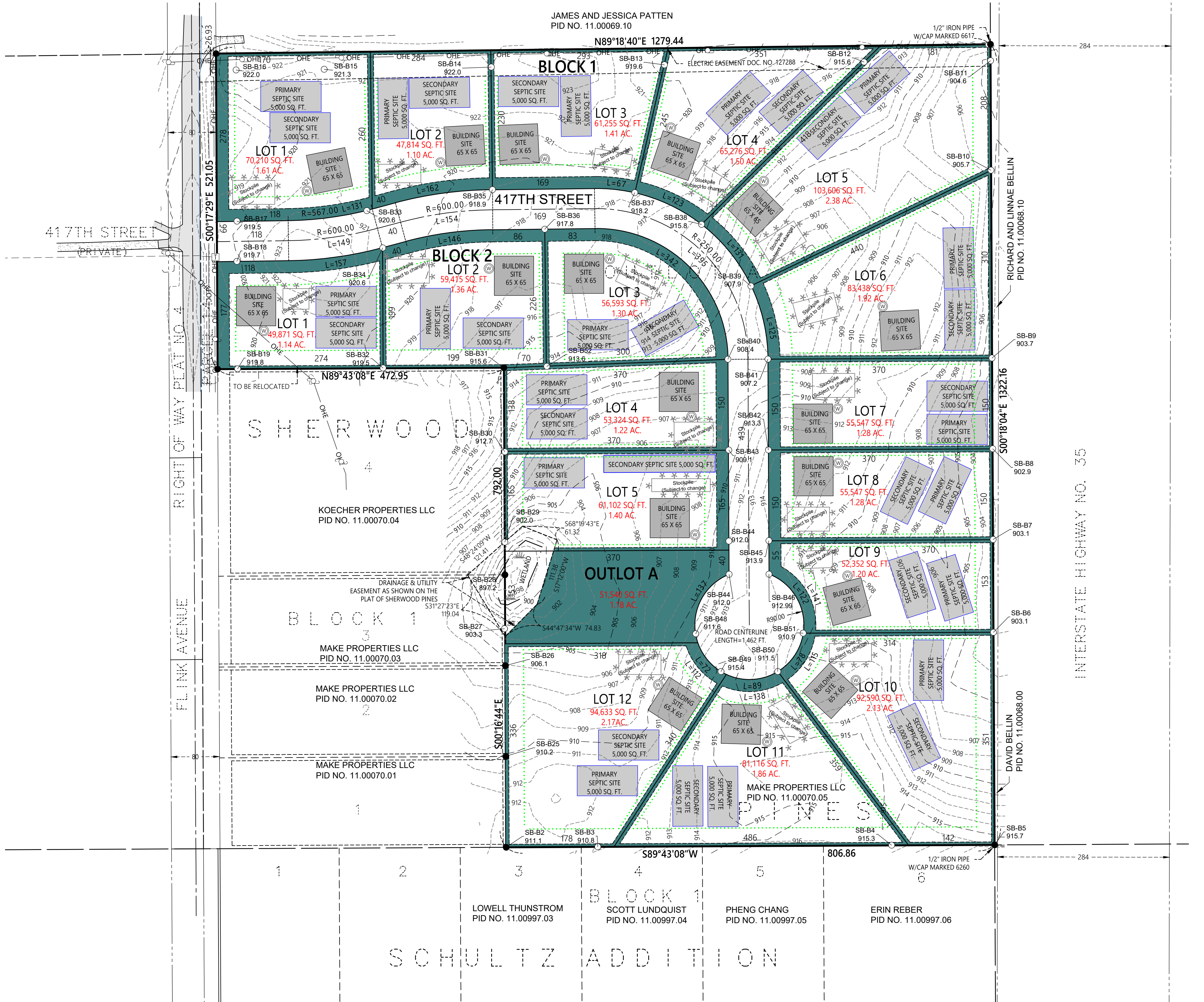
SOIL BORING	ELEVATION AT MOTTLED SOIL	SOIL BORING	ELEVATION AT MOTTLED SOIL
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SOIL BORING 3	909.6	SOIL BORING 33	NA
SOIL BORING 4	914.2	SOIL BORING 34	919.5
SOIL BORING 5	914.6	SOIL BORING 35	NA
SOIL BORING 6	901.4	SOIL BORING 36	NA
SOIL BORING 7	901.4	SOIL BORING 37	917.0
SOIL BORING 8	NA	SOIL BORING 38	NA
SOIL BORING 9	902.1	SOIL BORING 39	NA
SOIL BORING 10	903.7	SOIL BORING 40	NA
SOIL BORING 11	903.4	SOIL BORING 41	NA
SOIL BORING 12	NA	SOIL BORING 42	912.0
SOIL BORING 13	918.1	SOIL BORING 43	907.6
SOIL BORING 14	920.8	SOIL BORING 44	NA
SOIL BORING 15	NA	SOIL BORING 45	NA
SOIL BORING 16	NA	SOIL BORING 46	NA
SOIL BORING 17	NA	SOIL BORING 47	910.9
SOIL BORING 18	NA	SOIL BORING 48	NA
SOIL BORING 19	918.4	SOIL BORING 49	NA
SOIL BORING 25	908.8	SOIL BORING 50	NA
SOIL BORING 26	NA	SOIL BORING 51	NA
SOIL BORING 27	902.2	SOIL BORING 52	NA
SOIL BORING 28	896.2		
SOIL BORING 29	900.9		
SOIL BORING 30	NA		
SOIL BORING 31	NA		

DEVELOPMENT REGULATIONS

SINGLE FAMILY LOTS	
FRONT SETBACK	40 FT.
REAR SETBACK	30 FT.
SIDE SETBACK (INTERIOR)	10 FT.
SIDE SETBACK (CORNER)	30 FT.
MINIMUM WIDTH	110 FT.
MINIMUM DEPTH	300 FT.
LOWEST FLOOR ABOVE HIGHEST KNOWN GROUNDWATER LEVEL	3 FT.
LOWEST FLOOR ELEVATION ABOVE 100-YEAR FLOOD ELEVATION	2 FT.

AREA SUMMARY

BLOCK 1 =	863,384 SF.	19.82 AC.
BLOCK 2 =	280,306 SF.	6.43 AC.
TOTAL LOT AREA =	1,143,690 SF.	26.255 AC.
TOTAL OUTLOT AREA =	51,540 SF.	1.18 AC.
TOTAL R/W AREA =	116,168 SF.	2.67 AC.
TOTAL AREA =	1,311,397 SF.	30.11 AC.



DRAWN BY:
JMM

CHECKED BY:
KLJ

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

KELLY L. JORDAN

LIC. NO.: 42648

DATE: 03/06/2026

DATE

AMENDMENT DESCRIPTION

PREPARED FOR:

MaKe PROPERTIES LLC

PROJECT #: 2026-10288



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

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Approval of Resolution R-332-2026 approving the Westside Commons 3rd Addition Preliminary Plat

Requested Action

Motion to recommend approval of Resolution R-332-2026 approving the preliminary plat for Westside Commons 3rd Addition, with the included conditions of approval.

Background Info

GS2 LLC, with Westwood Professional Services acting as the applicant, has submitted a request for a Preliminary Plat for Westside Commons 3rd Addition. The subject property is located at the southwest corner of Highway 95 and Falcon Ave and is legally described as Outlot A, Westside Commons 2nd Addition.

The purpose of the proposed plat is to subdivide the existing outlot to accommodate future development, including a senior living facility and associated infrastructure improvements. The Preliminary Plat includes the creation of one buildable lot, public right-of-way, and outlots for drainage and future development.

The subject site contains approximately 27.9 acres and is guided for B-Business within the City's Comprehensive Plan.

The Planning Commission held a public hearing on Tuesday, May 5, 2026, and received general comments relating to the development. The Planning Commission recommended approval (4-0) of the preliminary plat for the Westside Commons 3rd Addition development with the following conditions.

1. The applicant shall submit and obtain approval of a Final Plat that is consistent with the approved Preliminary Plat, City Code, and Minnesota Statutes.
2. The applicant shall address the engineering memo dated 4.22.2026 addressing all engineering, utility, stormwater, grading, and erosion control plans
3. A Development Agreement shall be executed addressing the installation of public improvements, including the 386th Street extension and associated utilities.
4. All required permits, fees, and financial obligations shall be satisfied prior to recording of the Final Plat.
5. Any required right-of-way and easements shall be dedicated as shown on the Preliminary Plat.

Voting Requirements:

Voting Options Simple Majority



Recommended Planning Commission Action

Motion to recommend approval of the Preliminary Plat request for Westside Commons 3rd Addition, with the conditions of approval listed in this report.

Overview / Background

GS2 LLC, with Westwood Professional Services acting as the applicant, has submitted a request for a Preliminary Plat for Westside Commons 3rd Addition. The subject property is located at the southwest corner of Highway 95 and Falcon Ave and is legally described as Outlot A, Westside Commons 2nd Addition.

The purpose of the proposed plat is to subdivide the existing outlot to accommodate future development, including a senior living facility and associated infrastructure improvements. The Preliminary Plat includes the creation of one buildable lot, public right-of-way, and outlots for drainage and future development.

The subject site contains approximately 27.9 acres and is guided for B-Business within the City's Comprehensive Plan.

Issue(s) to Consider

1. Land Use and Zoning
2. Proposed Preliminary Plat
3. Plat Standards
4. Engineering and Infrastructure

Analysis of Issue(s)

1. Land Use & Zoning

The Subject Property is guided **LUB – Land Use Business** per the Comprehensive Plan, and zoned **B – Business**.

Senior Communities for Independent or Assisted Living is a Permitted Use in the B-Business Zoning District. This is consistent with the nearby Boka Haven development. The proposed preliminary plat supports the development of a senior living facility and associated site improvements, which is consistent with the City's Comprehensive Plan and the evolving character of the Highway 95 corridor.

Staff finds the proposed plat to be generally consistent with the City's land use guidance and development objectives for this area.

2. Proposed Preliminary Plat

The Preliminary Plat for Westside Commons 3rd Addition proposes the following:

- Creation of Lot 1, Block 1, intended for a future senior living facility (building footprint shown on plan)
- Dedication of public right-of-way for the 386th Street extension
- Creation of Outlot A for drainage and stormwater management
- Creation of Outlot B for future development
- Dedication of drainage and utility easements throughout the site

The layout provides a logical configuration that supports both the proposed development and future expansion of the surrounding area. The plat also ensures connectivity to existing roadways and utilities.

3. Plat Standards

Lots created by plat are required to meet minimum lot area, width, and depth requirements as established by City Code for the applicable zoning district. The lots created through this platting process are required to meet the following:

Type	Lot Standards		
	Area (sf)	Width	Depth
B – Business	5,000	50'	100'

Lot / Block	Area (Acres)	Min Depth	Proposed Depth	Min Width	Proposed Width
Lot 1, Block 1	4.71	100 ft	585 ft	50 ft	350 ft
Outlot A	6.16	100 ft	584 ft	50 ft	459 ft
Outlot B	16.35	100 ft	657 ft	50 ft	1258 ft

Based on review of the Preliminary Plat:

- The proposed lot exceeds minimum area requirements for the B – Business Zoning District
- Lot dimensions appear adequate to support the intended development
- Outlots are appropriately designated for drainage and future use

Staff finds that the Preliminary Plat generally meets the applicable subdivision standards of the City Code.

4. Engineering and Infrastructure

Streets & Access

The development includes the construction of the 386th Street extension, which will provide primary access to the site.

Key roadway elements include:

- Approximately 85-foot right-of-way with a 49-foot face-to-face roadway section
- Typical urban street section including curb and gutter, boulevard, and sidewalk
- A temporary cul-de-sac is proposed to accommodate phased development

This extension improves connectivity and supports future development in the Westside Commons area.

Utilities

- 12-inch watermain extension along 386th Street
- Sanitary sewer extensions, including approximately 350 linear feet of 10-inch sanitary sewer
- Hydrants and gate valves placed throughout the site

Utility plans will be subject to detailed review during final engineering.

Stormwater & Drainage

Stormwater Management is addressed through:

- Construction of proposed stormwater pond
- Installation of storm sewer infrastructure, including:
 - 24-inch storm sewer lines
 - Catch basins and manholes
- Designated drainage outlots and easements

Detailed stormwater calculations and final design will be reviewed during final plat and site plan approval.

Grading & Erosion Control

The plans include erosion control measures such as:

- Silt fence and inlet protection
- Construction entrance to prevent tracking
- Erosion control blanket and temporary stabilization measures

All erosion control measures must be installed prior to construction and maintained throughout development.

Staff Recommendation

City staff recommends approval of the Preliminary Plat request for Westside Commons 3rd Addition, subject to the conditions outlined below.

Recommended Planning Commission Action

Motion to recommend approval to City Council, approving the Preliminary Plat for Westside Commons 3rd Addition, with the following conditions:

1. The applicant shall submit and obtain approval of a Final Plat that is consistent with the approved Preliminary Plat, City Code, and Minnesota Statutes.
2. The applicant shall submit detailed engineering, utility, stormwater, grading, and erosion control plans for review and approval.
3. A Development Agreement shall be executed addressing the installation of public improvements, including the 386th Street extension and associated utilities.
4. All required permits, fees, and financial obligations shall be satisfied prior to recording of the Final Plat.
5. Any required right-of-way and easements shall be dedicated as shown on the Preliminary Plat.

Memorandum

To: North Branch Development Review Committee

From: Justin Messner, Heidi Hamilton, Kris Keller, Kendra Fallon WSB

Date: April 22, 2026

Re: North Branch Senior Living - Preliminary Plan Review
386th Street Extension - Preliminary Plan Review
WSB Project No. 035506-000

Preliminary Plans were submitted for the proposed North Branch Senior Living site and the 386th Street Extension in the City of North Branch, Chisago County. The project is located to the west of Falcon Avenue and south of St. Croix Trail at 386th Street. Engineering review comments were generated from the following documents:

- North Branch Senior Living - Preliminary Plans 2026-04-06 - North Branch IL Preliminary Plans DRAFT.pdf
- 386th Street Extension - Preliminary Plans 2026-04-06 - PRELIMINARY 386TH STREET EXT.pdf

The following items should be addressed, including the red-lined comments on the submitted plans.

General

1. Update plan sets for two distinct North Branch Senior Living and 386th Street Extension plan sets
2. Dedicated easement should meet one to one slope with invert depth of existing sanitary sewer
3. Include restoration information on the landscape plans.

Existing Conditions & Removals Plan

4. Update plan sets for two distinct North Branch Senior Living and 386th Street Extension plan sets
5. Potentially show proposed 386th Street Extension features as future on existing North Branch Senior Living
6. Label existing streets
7. Show removing existing hydrant assembly including 12" x 6" reducer

Site Plan

8. Provide surface material for fire lane stabilization (geo grid, etc.)
 - a. Provide typical detail
9. Provide emergency vehicle turning movements
 - a. City fire official to review emergency access and hydrant coverage for the site

Grading & Erosion Control Plan

10. Proposed grading from the 386th Street extension project can be used as existing grading for the Senior Living plans up to the right of way
11. Provide EOF elevations for all low points
12. Provide inlet elevations for all storm sewer structures
13. Label all high points
14. Maintain minimum 2% drainage swales
15. Provide spot elevations showing drainage to trench drain
 - a. Minimize drainage area to trench drain to prevent water from backing up within the building
16. Label any curb cuts and provide elevations
17. Provide elevations on existing access road and whether they will be changed as part of this or adjacent development
18. Provide additional spot elevations showing whether sidewalk is flush with the bituminous.
19. Note existing adjacent building elevation on the plans to confirm freeboard to the proposed basin.
20. Update the information on the infiltration basin on the grading plan (bottom, HWL, etc).
21. Additional detailed grading/erosion control comments are noted on the plans to be addressed.

Utility Plan

22. City fire official to review emergency access and hydrant coverage for the site
23. Adjust watermain and/or hydrant locations such that hydrants are located at all system high points
24. Identify all utility crossings
 - a. Provide top and bottom pipe elevations
 - b. Maintain minimum 18" separation
 - c. Insulate when separation between storm sewer and water is less than 36"
25. Place service gate valve to 1' from right of way line
26. Do not install a new gate valve on east end of road; if concerned about pressure testing against existing valve, replace it instead.
27. Show consistent water fitting and pipe sizes between the plan and profile (8" vs. 12")
 - a. Include material type and material grade

Details

28. Update the bottom elevation on the pond detail sheet.
29. Note basin HWL on the detail sheet.
30. Update the notes on the pond detail sheet to be for an infiltration basin alone since that is what is proposed on this project.
31. Update the minimum infiltration rate in the notes.

Storm Sewer/Surface Water Management

General

32. Provide stormwater management plan in future submittals to confirm compliance with City and MPCA requirements for volume control, water quality and rate control. See the City's Engineering Guidelines for additional information.

- a. Note additional comments on the project may be provided once stormwater management plan is submitted for review.
- 33. Provide geotechnical report for site to confirm infiltration is feasible and that the minimum of 3 feet of separation is provided between the bottom of the basin and groundwater per the NPDES permit.
- 34. Confirm if the basin is intended to be landlocked. If so, basin must meet City standards for a landlocked basin.
 - a. Could an EOF be provided from the proposed basin to the existing infiltration basin on the site to the east?
- 35. Provide electronic copies of models in future submittals to aid in reviews.

Storm Sewer Plan

- 36. Include invert information and structure information on the storm sewer plans. Provide rational method storm sewer sizing calculations and drainage area map as applicable.
- 37. Storm sewer from the ditch to the infiltration basin is shown with no slope. Is this pipe intended to be an equalizer pipe?
- 38. Where is the trench drain intended to drain to? No outlet shown.
- 39. Provide storm sewer structure information (structure type/size, casting type proposed, etc)
- 40. The following comments should be addressed for the storm sewer on the 386th Street Extension plans:
 - a. Provide rational method storm sewer sizing calculations and a catch basin drainage area map for proposed storm sewer.
 - b. Confirm inlet spacing meets the City requirement of max flow to each inlet of 3 cfs in the 10-year event.
 - c. Confirm with City if any stubs should be included for development connections.
 - d. Include existing/proposed impervious and disturbance areas for roadway extension project to confirm if NPDES permit and SWPPP will be required.
 - e. Where is the area west of the high point intended to drain as part of the extension project?
 - f. Maximum spacing between storm sewer structures is 400 feet. Include additional storm sewer MH and CBs to pick up drainage west of high point.
 - g. Pipe inverts at the storm sewer connection to existing should be the same elevation since the connection is happening pipe to pipe.
 - h. Provide storm sewer structure information (structure type/size, casting type proposed, etc)

SWPPP

- 41. Provide proof of coverage for NPDES permit prior to construction.
- 42. Update SWPPP with project information.

Streets/Sidewalks/Trails

- 43. Extend sidewalk from Falcon Avenue intersection
- 44. Include future thru street sign with barricades

In any resubmittal from the applicant, we request that the comments above be restated, and the applicant identify how each comment was addressed. Any questions or comments can be directed to Justin Messner at jmessner@wsbeng.com.

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-332-2026

**A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR WESTSIDE
COMMONS 3RD ADDITION AT PID 11.00399.05.**

WHEREAS, GS2 LLC, with Westwood Professional Services acting as the applicant, has submitted an application for Preliminary Plat approval for Westside Commons 3rd Addition, located at the southwest corner of Highway 95 and Falcon Avenue and legally described as Outlot A, Westside Commons 2nd Addition; and

WHEREAS, the City Council of North Branch previously approved the Preliminary Plat for Westside Commons 3rd Addition pursuant to Resolution No. 209-2025 on July 22, 2025; and

WHEREAS, the approved Preliminary Plat was not recorded and no Final Plat associated with the approval has been recorded with Chisago County Recorder's Office; and

WHEREAS, the applicant has submitted a revised development proposal and requested approval of a new or revised plat configuration; and

WHEREAS, the City Council finds that rescinding the prior Preliminary Plat approval is necessary to eliminate conflicting approvals and to maintain accurate land use and subdivision records; and

WHEREAS, the City Council has determined that rescission of the prior Preliminary Plat approval is in the public interest and consistent with the subdivision regulations and Comprehensive Plan of the City.

WHEREAS, the purpose of the proposed Preliminary Plat is to subdivide the existing outlot to accommodate future development, including a senior living facility and associated public infrastructure improvements; and

WHEREAS, the proposed Preliminary Plat includes the creation of one buildable lot, public right-of-way, and outlots for drainage and future development; and

WHEREAS, the subject property contains approximately 27.9 acres and is guided Land Use Business (LUB) and zoned B-Business; and

WHEREAS, the Planning Commission reviewed the Preliminary Plat request at its May 5, 2026 meeting and recommended approval subject to conditions; and

WHEREAS, the City Council finds the proposed Preliminary Plat to be generally consistent with the North Branch Comprehensive Plan, subdivision regulations, and development objectives for the Highway 95 corridor;

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

FINDINGS OF FACT

1. The subject property is guided Land Use Business (LUB) and zoned B-Business.
2. Senior communities for Independent or Assisted Living are permitted uses within the B-Business zoning district and are consistent with surrounding development patterns in the area.
3. The Preliminary Plat approval for Westside Commons 3rd Addition, approved by Resolution No. R-209-2025 on July 22, 2025, is hereby rescinded in its entirety.
4. Any rights or approvals granted under the rescinded Preliminary Plat shall be deemed null and void unless otherwise expressly preserved by subsequent City action.
5. The City Administrator and City staff are authorized to update official City records to reflect this action for the rescinded Preliminary Plat.
6. The new Preliminary Plat proposes the creation of Lot 1, Block 1 for a future senior living facility, public right-of-way for the 386th Street extension, Outlot A for drainage and stormwater management, and Outlot B for future development.
7. The proposed layout provides appropriate roadway connectivity, utility access, and future development opportunities for the surrounding area.
8. The proposed lot dimensions exceed the minimum area, width, and depth requirements of the B – Business zoning district.
9. The Preliminary Plat includes proposed public infrastructure improvements including roadway extensions, watermain extensions, sanitary sewer improvements, stormwater management facilities, and drainage easements.
10. Stormwater management, grading, erosion control, and utility improvements will be subject to detailed review and approval during Final Plat and engineering review processes.
11. The proposed Preliminary Plat is generally consistent with the City’s Comprehensive Plan, subdivision regulations, and long-term development objectives for the area.

NOW THEREFORE, BE IT FURTHER RESOLVED THAT the City Council of the City of North Branch hereby approves the Preliminary Plat for Westside Commons 3rd Addition, Subject to the following conditions:

THE CITY COUNCIL OF THE CITY OF NORTH BRANCH HEREBY APPROVES THE PRELIMINARY PLAT FOR WESTSIDE COMMONS 3RD ADDITION, SUBJECT TO THE FOLLOWING CONDITIONS:

1. The applicant shall submit and obtain approval of a Final Plat that is consistent with the approved Preliminary Plat, City Code, and Minnesota Statutes.
2. The applicant shall submit detailed engineering, utility, stormwater, grading, and erosion control plans for review and approval.
3. A Development Agreement shall be executed addressing the installation of public improvements, including the 386th Street extension and associated utilities.
4. All required permits, fees, and financial obligations shall be satisfied prior to recording of the Final Plat.
5. Any required right-of-way and easements shall be dedicated as shown on the Preliminary Plat.

Passed by the City Council of North Branch, Minnesota this 27th day of May, 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk



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

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Approval of a Comprehensive Plan Amendment and Rezoning from Rural Residential to Agricultural

Requested Action

1. Motion to recommend approval of Resolution R-333-2026 to amend the Comprehensive Plan/Map Amendment to re-guide the subject property (PID 11.00458.00) from Land Use Rural Residential (LURR) to Land Use Agricultural District (LUAG) with conditions and findings of fact.
2. Motion to recommend approval of Ordinance No.412-26 to approving the amendment of rezoning the subject property (PID 11.00458.00) from RR – Rural Residential to AG – Agricultural District with conditions and findings of fact

Overview / Background

Johnathon Sanders has submitted a request for a Comprehensive Plan/Map Amendment and Rezoning from Rural Residential (RR) to Agricultural District (AG) at PID 11.00458.00. The applicant intends to rezone the parcel from RR to AG to operate a Farm Winery on the property. The parcel is currently zoned RR – Rural Residential, where crop production is permitted; however, a Farm Winery is not an allowed use. Farm Wineries are permitted within the AG – Agricultural zoning district.

A Rezoning and Comprehensive Plan Amendment from RR to AG would allow the winery use by right and enable the project to proceed. The applicants have also indicated plans to construct a barn (Agricultural Building) to support a vineyard and wine production activities. Agricultural

structures of this type are permitted in the AG district; however, in the RR district, such a building would not be allowed without a principal residential structure on the property.

At the April 7th Planning Commission Meeting, City staff and the prospective applicant presented two options for consideration. The first is to amend the permitted uses table to allow Farm Wineries as a Conditional Use within the RR district. This approach would require both a text amendment and subsequent review and approval of a Conditional Use Permit, including the establishment of specific standards for such operations. The second option is to rezone the parcel to AG, which would allow the winery use by right and enable the project to proceed more immediately. Planning Commission members preferred to have the applicant move forward with a Comprehensive Plan Amendment and Rezoning, which was brought forward at this May 5th Planning Commission Meeting.

The Planning Commission held a public hearing on May 5, 2026 and there were no comments received on the request. The Planning Commission recommended approval (4-0) of both requests with findings of fact and conditions that are include in the attached resolution and ordinance.

Voting Requirements:

Voting Options	Simple Majority
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Recommended Planning Commission Action

1. Motion to recommend approval/denial of the proposed Comprehensive Plan/Map Amendment to re-guide the subject property (PID 11.00458.00) from Land Use Rural Residential (LURR) to Land Use Agricultural District (LUAG) with conditions and findings of fact.
2. Motion to recommend approval/denial of rezoning the subject property (PID 11.00458.00) from RR – Rural Residential to AG – Agricultural District with conditions and findings of fact as presented by Staff.

Overview / Background

A request has been proposed for a Comprehensive Plan/Map Amendment and Rezoning from Rural Residential (RR) to Agricultural District (AG) at PID 11.00458.00. The applicant, Johnathon Sanders, intends to rezone the parcel from RR to AG to operate a Farm Winery on the property. The parcel is currently zoned RR – Rural Residential, where crop production is permitted; however, a Farm Winery is not an allowed use. Farm Wineries are permitted within the AG – Agricultural zoning district.

A Rezoning and Comprehensive Plan Amendment from RR to AG would allow the winery use by right and enable the project to proceed. The applicants have also indicated plans to construct a barn (Agricultural Building) to support a vineyard and wine production activities. Agricultural structures of this type are permitted in the AG district; however, in the RR district, such a building would not be allowed without a principal residential structure on the property.

At the April 7th Planning Commission Meeting, City staff and the prospective applicant presented two options for consideration. The first is to amend the permitted uses table to allow Farm Wineries as a Conditional Use within the RR district. This approach would require both a text amendment and subsequent review and approval of a Conditional Use Permit, including the establishment of specific standards for such operations. The second option is to rezone the parcel to AG, which would allow the winery use by right and enable the project to proceed more immediately. Planning Commission members preferred to have the applicant move forward with a Comprehensive Plan Amendment and Rezoning, which is brought forward at this May 5th Planning Commission Meeting.

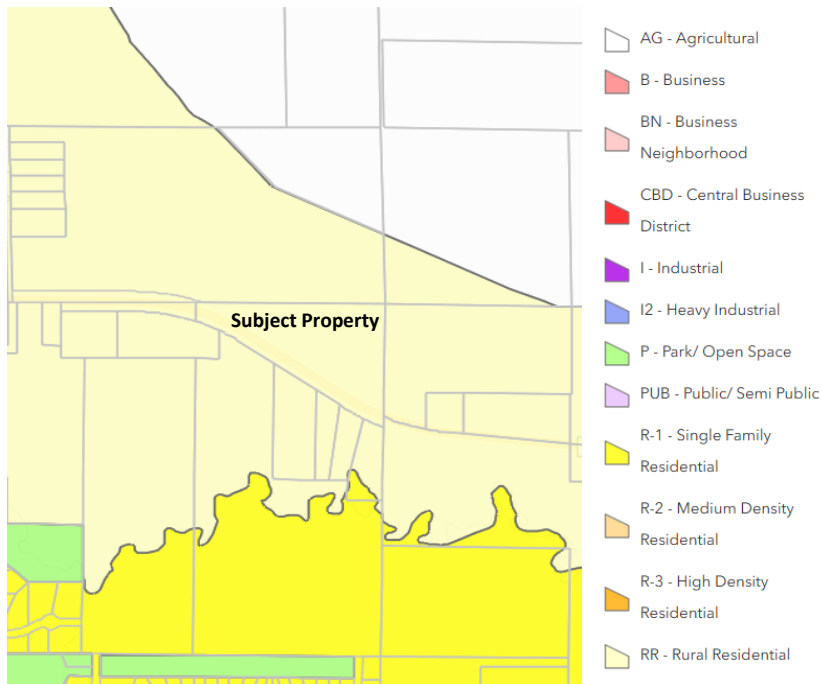
Issue(s) to Consider

1. Land Use and Zoning
2. Comprehensive Plan Compatibility

Analysis of Issue(s)**1. Land Use & Zoning**

The Subject Property is guided **LURR**, per the Comprehensive Plan, and zoned **RR – Rural Residential**.

Land Use Map Excerpt:



The 16 acre vacant parcel located at PID 11.00458.00 is currently zoned Rural Residential (RR) and is surrounded entirely by Rural Residential properties. The intent of this request is to rezone to Agricultural (AG) and reguide the Land Use of this parcel as Agricultural (LUAG). The parcel is located east of North Branch off of HWY 95, in which all properties directly off of this roadway are currently zoned RR – Rural Residential. The subject property is just south of land designated as AG, designated in white on the above zoning map excerpt.

Properties immediately adjacent to the north and east of the site have historically been used for farming and agriculture. The proposed rezoning of this 16 acre parcel seems to fit the surrounding area and uses, while being over the 10 acre minimum for AG zoned properties.

The proposed comprehensive plan amendment would remove the area guided as Rural Residential by approximately 16 acres and increase the guided area as Agricultural by the same amount. When considering comprehensive plan amendments, it is important to consider the overall mix of uses, compatibility of uses, and future development potential before and after the change.

2. Comprehensive Plan Compatibility

Analysis of the Rural Residential (RR) and Agricultural District (AG) are provided below. Comments from city staff are *italicized* and **bolded**:

DIVISION 9 RR RURAL RESIDENTIAL DISTRICT

Sec 66-447 Purpose

The purpose of the RR rural residential district is:

- To prevent scattered nonfarm uses from developing improperly.
- To allow suitable areas of the city to be retained and utilized in open space and/or agricultural uses.
- To promote orderly development and secure economy in government expenditures for public utilities and service.

DIVISION 7 AG AGRICULTURAL DISTRICT

Sec 66-384 Purpose

The purpose of the AG agricultural district is to preserve, promote, maintain and enhance the use of land for agricultural purposes and to protect such land from encroachment by nonagricultural uses.

The use of the parcel is intended to initially be a Farm Winery with crop plantings and an Ag building for wine production. A single family residence is proposed for a future phase and fits the purpose of both the RR Rural Residential District and AG Agricultural District. These zoning districts are similar in purpose, however the permitted uses for each district differ. Based on the Zoning District Use Table, Agricultural zoned parcels show more permitted uses than parcels zoned Rural Residential. Permitted uses in Agricultural Zoned parcels that are not permitted in Rural Residential include the following:

- ***Ag building accessory structures***
- ***Farm Wineries***

Approving the rezoning of the parcel would allow the above operations on this site and should be considered by the Planning Commission.

The Dimensional & Design Standards Table provides minimums for zoning districts in which this parcel will have to meet in order to rezone/reguide to AG.

Dimensional & Design Standards Table

Use	R-1 single family	R-1, 2 family dwellings , per unit	R-2, single family	R-2, 2 family dwellings , per unit	R-2, 3-6 attached units, per townhouse	R-3, 2 family dwellings, per unit	R-3 3-6 attached units - per townhouse	R-3: 7+ attached units and condominium s (see below for apartment standards) ^H	R -3 detached single family	RR	AG
Front yard setback- interior in ft - at lot line or ROW	30	30	30	30	30	30	30	30	30	40	50
Lot Width - corner - in ft at front set-back line	80	50	80	50	150	50	150	150	50	110	300
Lot Width - in ft - at front set-back line	80	50	80	50	150	50	150	150	50	110	300
Ditch easement - in ft	45	45	45	45	45	45	45	45	45	45	45
Rear yard setback- interior lot - in ft	30	30	30	30	30	30	30	30	30	30	50
Rear-yard setback corner lot - in ft	15	15	15	15	15	15	15	30	15	15	50
Side set-back- interior lot - in ft	6	6', 0' for attached portion of unit	6	6', 0' for attached portion of unit	6', 0' for attached portion of unit	6', 0' for attached portion of unit	6', 0' for attached portion of unit	10	6	10	50
Side setback- corner - in ft	30	30	30	20	30	30	20	30	30	30	50
Lot Depth - minimum in ft	100	100	100	100	100	100	100	100	100	300	500
Minimum Lot Size - sq ft	12,000	7,500	12,000	6,500	2,000	6,500	2,000	Not more than 35% of the lot shall be covered by all buildings.	6,500	1 acre buildable	10 acres
Maximum base density	1-4 units per acre	1-4 units per acre	1-6 units per acre	1-6 units per acre	1-6 units per acre	6+ units per acre	6+ units per acre	6+ units per acre	6+ units per acre	1 house per buildable acre	1 SF home
Minimum Principal building size sq ft - main floor, per dwelling ^C	800	800	800	800	800	800	800	800	800	800	800

After reviewing minimum lot depths, lot widths and lot sizes, the parcel would meet the requirements for rezoning to AG.

The Land Use & Growth section of the 2018 North Branch Comprehensive Plan addresses distinctions between zoning districts and gives direction for land uses. The Agriculture and Rural Residential District from the Land Use & Growth section of the Comprehensive Plan are described below:

Agriculture (AG1 and AG2)

Over one-third of the city's land area (37.6%) is currently used for agricultural purposes. Housing densities are low, and this zoning is characterized by active farms, hobby farms and homes on large lots. The northeast corner of the city is the historic river bottom of the St. Croix River and is framed by the historic river bluff line. Soils are well suited for sod farming and the production of produce. By maintaining a low density of development, it is the City's intent to preserve and protect the many natural resources found in this part of North Branch, including lakes, streams, wetlands and woodlands.

Rural Residential (RR)

Rural Residential makes up 9,961 acres or 43% of the total acreage in the City of North Branch. This land use is largely characterized by single family residences set on larger lot sizes to accommodate onsite sewage treatment systems. Some of these areas are located within the city's designated Urban Service Area and no new development is allowed within this zoning district without connecting to municipal services. Areas located outside of the Urban Service Area must meet a minimum buildable acre standard so as to ensure that there is sufficient land area with the appropriate soil separation to support both a primary and a future secondary on-site sewage treatment system.

The Planning Commission should examine these distinctions between zoning districts when considering the rezoning of the subject parcel from RR Rural Residential to AG Agricultural. The parcel and existing uses shall be thought about whether or not they fit into the definition and guided land use of the Agricultural District.

Sec 66-64 Findings of Fact

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

1. Relationship to the city's comprehensive plan;
2. The geographical area involved;
3. The character of the surrounding area;
4. The availability and design capacities of existing or proposed utilities;
5. Whether such a request will tend to or actually depreciate the surrounding area;
6. Whether the request will place an undue financial burden on the city;
7. Whether the request will impair an adequate supply of light and air to adjacent property;
8. Whether the request will unreasonably increase the congestion in the public right-of-way;
9. Whether the request will increase the danger of fire or endanger the public safety;
10. Whether the request is consistent with the spirit and intent of this division.

Staff Recommendation

Motion to recommend approval of the Comprehensive Plan/Map Amendment and rezoning from RR- Rural Residential to AG – Agricultural District.

Recommended Planning Commission Action

1. Motion to recommend approval/denial of the proposed Comprehensive Plan/Map Amendment to re-guide the subject property (PID 11.00458.00) from Land Use Rural Residential (LURR) to Land Use Agricultural District (LUAG) with conditions and findings of fact.

2. Motion to recommend approval/denial of rezoning the subject property (PID 11.00458.00) from RR – Rural Residential to AG – Agricultural District with conditions and findings of fact as presented by Staff.

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO.R-333-2026

A RESOLUTION APPROVING A COMPREHENSIVE PLAN / LAND USE MAP AMENDMENT FOR PROPERTY IDENTIFIED AS PID 11.00458.00 FROM LAND USE RURAL RESIDENTIAL (LURR) TO LAND USE AGRICULTURAL (LUAG).

WHEREAS, Johnathon Sanders (Applicant) has submitted an application for a Comprehensive Plan / Land Use Map Amendment for property identified as PID 11.00458.00, located east of Highway 95 within the City of North Branch; and

WHEREAS, the applicant has requested to re-guide the subject property from Land Use Rural Residential (LURR) to Land Use Agricultural (LUAG) to allow operation of a Farm Winery and associated agricultural uses; and

WHEREAS, the subject property consists of approximately 16 acres and is currently guided Rural Residential and zoned RR-Rural Residential; and

WHEREAS, the Planning Commission reviewed the request at its May 5, 2026 meeting and recommended approval of the Comprehensive Plan Amendment request; and

WHEREAS, the City Council finds the proposed amendment and rezoning to be generally consistent with the North Branch Comprehensive Plan, surrounding land uses, and applicable zoning regulations.

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

FINDINGS OF FACT

1. The proposed amendment is generally consistent with the goals and policies of the City of North Branch Comprehensive Plan.
2. The subject property is adjacent to and surrounded by rural and agricultural land uses that are compatible with the proposed Agricultural land use designation.
3. The property exceeds the minimum lot size requirements associated with Agricultural land use and zoning classifications.
4. The proposed amendment supports agricultural activity and preserves rural character consistent with the intent of the Agricultural land use classification.

5. The proposed Farm Winery and associated agricultural operations are more appropriately guided under the Agricultural land use designation than the Rural Residential designation.
6. The amendment will not create an undue financial burden on the City or negatively impact public infrastructure or services.
7. The amendment is consistent with the character of the surrounding area and the spirit and intent of the City's zoning and comprehensive planning regulations.

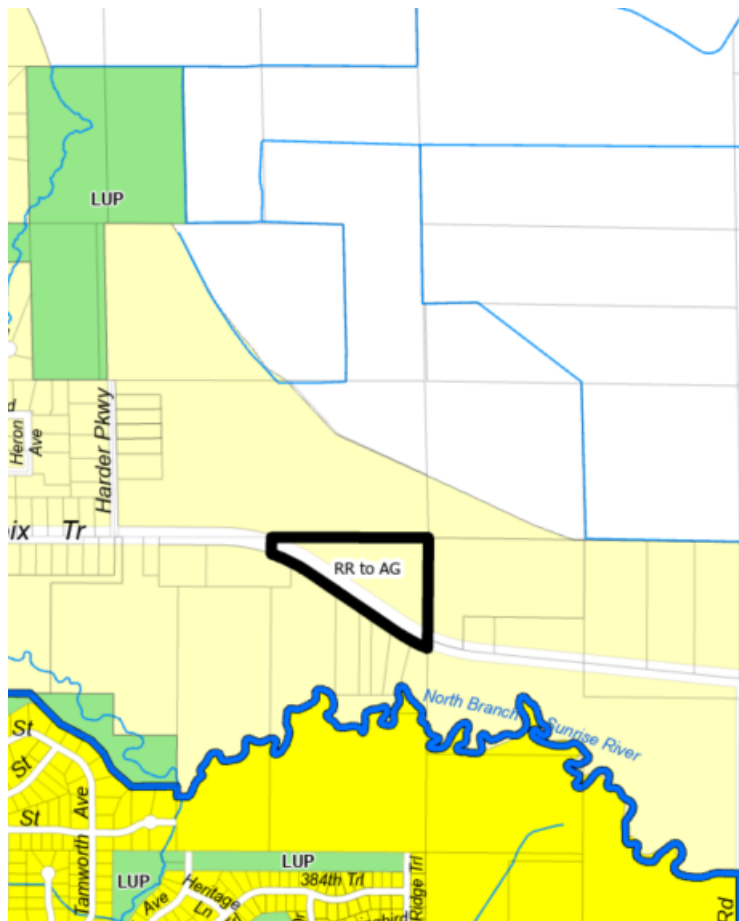
Passed by the City Council of North Branch, Minnesota this 27th day of May, 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

EXHIBIT A



ORDINANCE NO. 412-26

**AN ORDINANCE AMENDING OFFICIAL ZONING MAP OF THE CITY OF NORTH
BRANCH**

The North Branch City Council hereby ordains as follows:

Section 1. Rezoning to AG Agricultural

The official zoning map of the City of North Branch is hereby amended as follows:

The Subject Property identified in EXHBIT A (PID: 11.00458.00) is hereby rezoned from RR – Rural Residential to AG – Agricultural. The rezoning is consistent with the amended Land Use Plan and guiding of the Subject Property.

Section 2. Effective Date

The City Clerk is hereby directed to revise the Official Zoning Map consistent with this ordinance.

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

Passed by the City Council of the City of North Branch, Chisago County, Minnesota, this 27th day of May 2026.

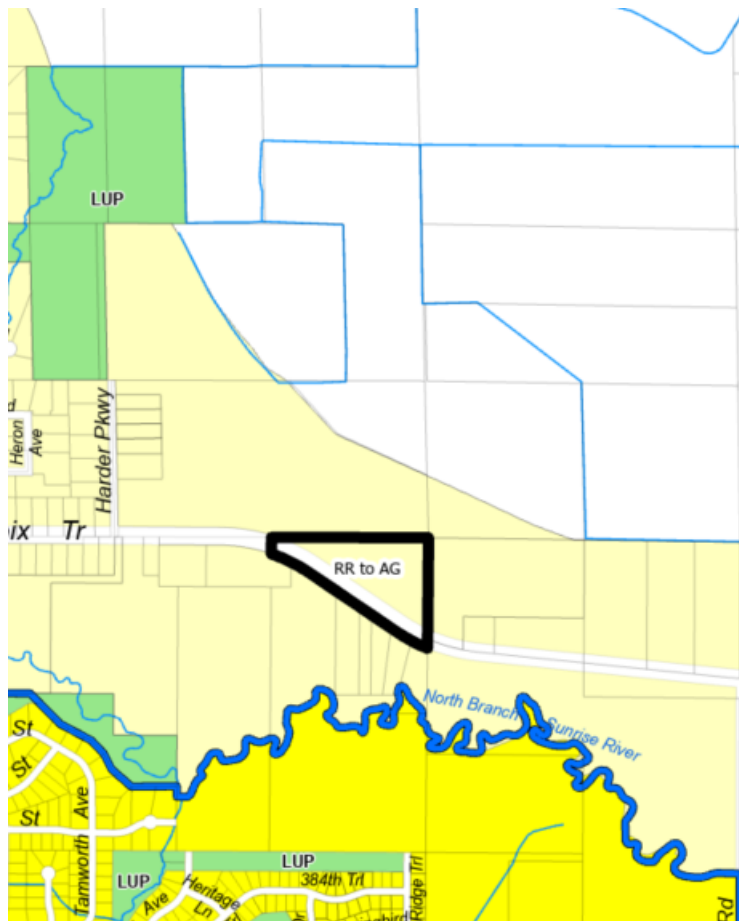
Approved:

Kevin Schieber, Mayor

Attested:

Matthew Hill, City Administrator

EXHIBIT A





Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Approval of Resolution R-334-2026 approving the revised Meadows Ridge 1st Addition Final Plat

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-334-2026

Approval of Resolution R-334-2026 approving the rescinding of Resolution R-255-2025 and the approval of Meadows Ridge 1st Addition Final Plat

WHEREAS, LGI Homes - Minnesota, LLC, (“Applicant”), owner of the 119-acre parcel of land, and is legally described as; Parcel 1: The West Half of the Southwest Quarter, Section 8, Township 35, Range 21, Chisago County Minnesota; and Parcel 2: The Northeast Quarter of the Southwest Quarter of Section 8, Township 35, Range 21, Chisago County Minnesota, except that part thereof heretofore deeded to the State of Minnesota for highway purposes; and located at the northwest intersection of Flink Avenue and 400th Street (PID: 11.00142.10 and 11.00143.00) (“Subject Property”), has requested Final Plat approval for Meadows Ridge 1st Addition (“Plat”); and,

WHEREAS, the Meadows Ridge development is a 336-unit residential development (“Development”), planned to be constructed in four (4) phases; and,

WHEREAS, the City Council of North Branch previously approved the Final Plat for Meadows Ridge 1st Addition pursuant to Resolution No. 255-2025 on November 27, 2025; and

WHEREAS, the approved the Final Plat associated with the approval of Resolution No. 255-2025 has not been recorded with Chisago County Recorder's Office; and

WHEREAS, the applicant has submitted a revised development proposal and requested approval of a new or revised plat configuration; and

WHEREAS, the City Council finds that rescinding the prior Final Plat approval is necessary to eliminate conflicting approvals and to maintain accurate land use and subdivision records; and

WHEREAS, the City Council has determined that rescission of the prior Final Plat approval is in the public interest and consistent with the subdivision regulations and Comprehensive Plan of the City.

WHEREAS, this Plat is the first phase of the Development and proposes to create the remaining 82 lots, seven (7) outlots, for public access, drainage and open space with the exception of Outlot E which is a 5.27 acre parcel designated for future commercial development, and associated right of way, and

WHEREAS, the Subject Property is guided for LUR-1 Single-Family Residential, LUR-2

Medium-Density Residential and LUB Business per the 2018 Comprehensive Plan (“Land Use”), and zoned a combination of R-1 Single-Family Residential, R-2 Medium-Density Residential, and B Business District; and,

WHEREAS, on November 26, 2024, the City Council approved the Preliminary Plat and PUD standards for the Development, per Resolution No. R-116-202 and R-117-2024

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the Final Plat for Meadows Ridge 1st Addition is hereby approved with the following conditions:

1. The Final Plat approval for Meadows Ridge 1st Addition, approved by Resolution No. R-255-2025 on November 27, 2025, is hereby rescinded in its entirety.
2. Title work for the Plat shall be provided to and conform to any requirements resulting from City staff and the City Attorney’s review of the title work and plat opinion.
3. Owner shall pay to the City all applicable fees and expenses incurred by the City as related to the Development.
4. Except as otherwise expressly authorized by City resolution or ordinance, all aspects of the Development shall comply with all applicable state laws and city codes, ordinance, and regulations.
5. The Developer and City shall partner on an in-depth study to develop a Transportation Plan Study for required transportation improvements to Flink Avenue and 400th Streets, the cost for such improvements, and cost-responsibility for those improvements as required by the Development; the Developer and City shall develop a scope of services and cost-share agreement prior to Final Plat approval of Phase 1 of the Development; and
6. The Developer, at its own expense, will be responsible for constructing the required improvements to Flink Avenue and 400th Street with future phases of the Meadows Ridge Development as to be described in the Master Development Agreement and agreed with future Subdivision Agreements. Construction of those improvements shall be required with each applicable future phase of the Development, which shall be outlined in each subsequent Subdivision Agreement for each future phase. If agreed by the City, the Developer may pay to the City the lump sum of those identified Development-specific construction costs, as identified by the Transportation Plan Study.
7. The applicant will submit final grading and drainage plans for final City Engineer and Public works and obtain city approval prior to issuance of a grading permit.
8. The applicant shall submit final utility plans for each phase of development prior to commencement of any utility installation activity subject to city staff review and approval.

Passed by the City Council of North Branch, Minnesota this 27th day of May 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

MEADOWS RIDGE

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 8, TWP. 35, RGE. 21

KNOW ALL PERSONS BY THESE PRESENTS: That LGI Homes – Minnesota, LLC, a Minnesota limited liability company, owner of the following described property:

The West half of the Southwest Quarter of Section 8, Township 35, Range 21, Chisago County, Minnesota.

and

The Northeast Quarter of the Southwest Quarter of Section 8, Township 35, Range 21, Chisago County, Minnesota, except that part thereof deeded to the State of Minnesota for highway purposes.

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

In witness whereof said LGI Homes – Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

LGI Homes – Minnesota, LLC

Jay Roos as Officer

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 20____ by Jay Roos as officer of LGI Homes – Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

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

Dated this ____ day of _____, 20____.

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

STATE OF _____
COUNTY OF _____

The foregoing Surveyor's Certificate by Thomas R. Balluff, Minnesota license No. 40361, was acknowledged before me this ____ day of _____, 20____.

(Signed)

(Printed)
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

Approved by the City Council of the City of North Branch, Minnesota this ____ day of _____, 20____, and is in compliance with the provisions of Chapter 505.03, Subdivision 2, Minnesota Statutes.

CITY COUNCIL, CITY OF NORTH BRANCH, MINNESOTA

By: _____, Mayor
By: _____, Clerk

COUNTY SURVEYOR

Pursuant to Chisago County Subdivision Ordinance Number 2024/1218–2, I hereby certify that this plat has been checked and approved as to compliance with Chapter 505.021, Minnesota Statutes, this ____ day of _____, 20____.

By: _____
Paul M. Gibson, Chisago County Surveyor

COUNTY AUDITOR

No delinquent taxes and transfer entered this ____ day of _____, 20____.

By: _____
Bridgitte S. Konrad, Chisago County Auditor

COUNTY TREASURER

I hereby certify that the taxes for the year _____ on the property described herein are paid this ____ day of _____, 20____.

By: _____
Bridgitte S. Konrad, Chisago County Treasurer

COUNTY RECORDER

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this ____ day of _____, 20____, at _____ o'clock ____M., and was duly recorded in Chisago County Records.

By: _____
Karen Long, Chisago County Recorder

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 8, TWP. 35, RGE. 21



MEADOWS RIDGE

MATCH LINE A
(SEE SHEET 2 OF 4 SHEETS)

CITY OF NORTH BRANCH
COUNTY OF CHISAGO
SEC. 8, TWP. 35, RGE. 21

MATCH LINE A
(SEE SHEET 2 OF 4 SHEETS)

MATCH LINE A
(SEE SHEET 2 OF 4 SHEETS)

OUTLOT F
NORTHWEST QUARTER
SOUTHWEST QUARTER

1309.66 -
S89°50'26"W
South line of the Northeast
Quarter of the Southwest
Quarter of Section 8,
Township 35, Range 21

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

FLINK AVENUE

OUTLOT D

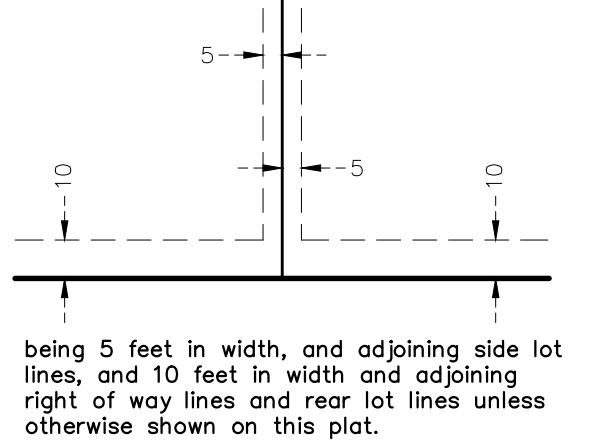
SOUTHWEST QUARTER

RANGE 21

MATCH LINE B
(SEE SHEET 4 OF 4 SHEETS)

MATCH LINE B
(SEE SHEET 4 OF 4 SHEETS)

DRAINAGE AND UTILITY
EASEMENTS ARE SHOWN THUS:



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

For the purposes of this plat, the North line
of the Northwest Quarter of the Southwest
Quarter of Section 8, Township 35, Range 21
is assumed to have a bearing of North 89
degrees 48 minutes 26 seconds East.

CARLSON
ENGINEERING
ENGINEERING \ SURVEYING \ PLANNING

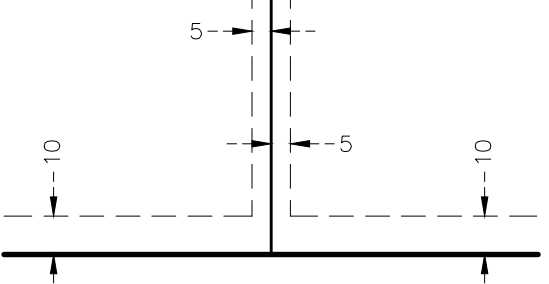
MEADOWS RIDGE

MATCH LINE B
(SEE SHEET 3 OF 4 SHEETS)

- Denotes Found Chisago County Cast Iron Monument
- Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361

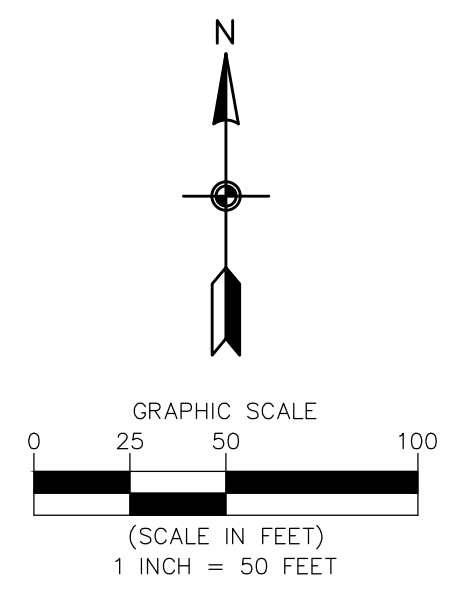
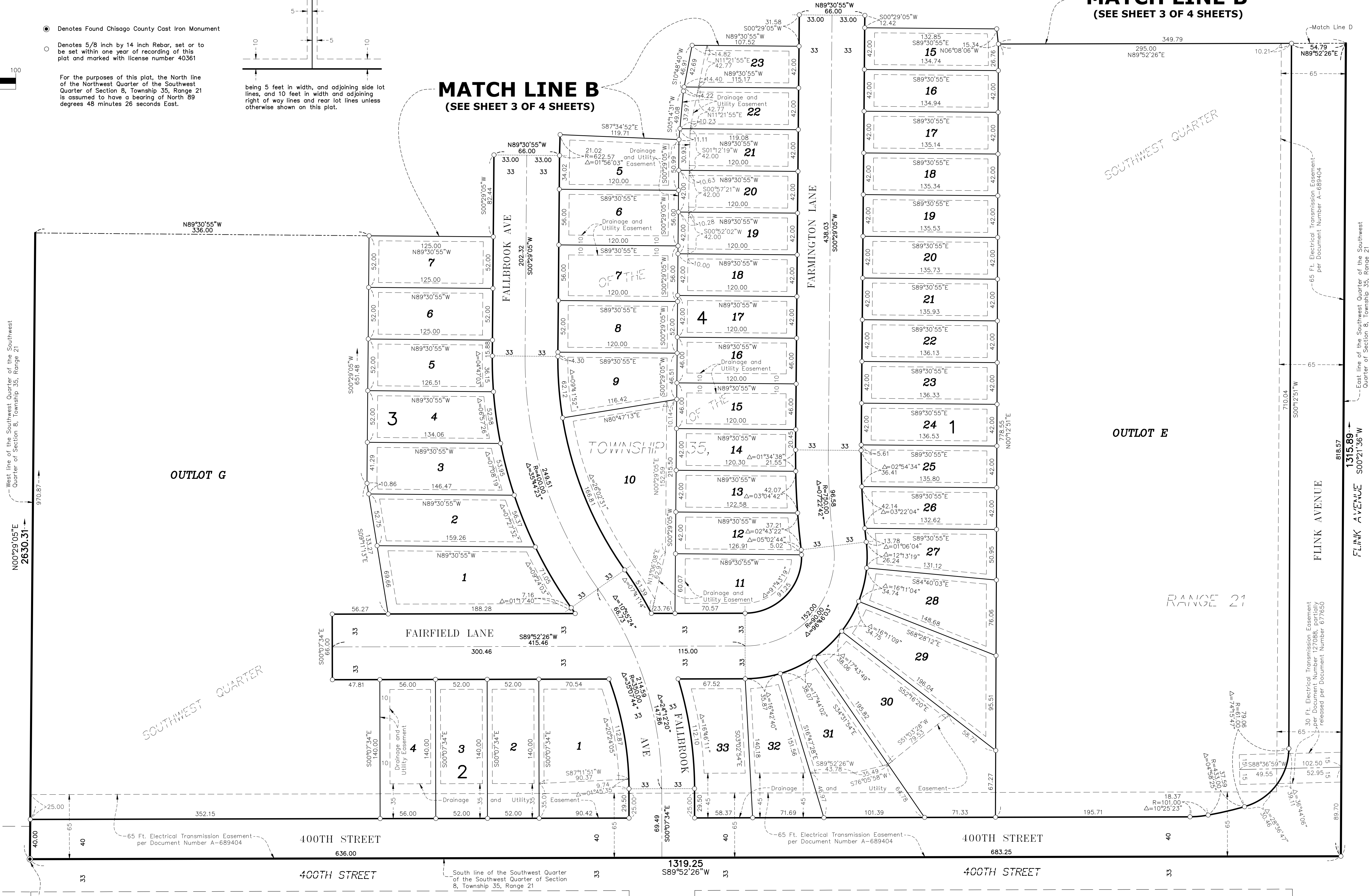
For the purposes of this plat, the North line of the Northwest Quarter of the Southwest Quarter of Section 8, Township 35, Range 21 is assumed to have a bearing of North 89 degrees 48 minutes 26 seconds East.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



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

MATCH LINE B
(SEE SHEET 3 OF 4 SHEETS)





Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Approval of Resolution R-335-2026 approving easements for Meadows Ridge 1st Addition

City Staff are working with the developer on finalizing the easement documents for drainage/utilities and stormwater and will load them asap.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-335-2026

**A RESOLUTION APPROVING EASEMENT AGREEMENTS RELATED TO
MEADOWS RIDGE DEVELOPMENT**

WHEREAS, the North Branch City Council has reviewed a proposed Easement Agreement between the City of North Branch and LGI Homes–Minnesota, LLC for drainage improvements located within Outlots B and C, Meadows Ridge; and

WHEREAS, the City Council has also reviewed a proposed Stormwater Easement Agreement among Larry Beach Construction, Inc., LGI Homes–Minnesota, LLC, and the City of North Branch for temporary and permanent stormwater drainage easements related to the Meadows Ridge development; and

WHEREAS, the City Council finds that approval of the easement agreements is in the public interest and necessary for the construction, operation, and maintenance of stormwater infrastructure serving the development.

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

1. The Easement Agreement between the City of North Branch and LGI Homes–Minnesota, LLC is hereby approved.
2. The Stormwater Easement Agreement among Larry Beach Construction, Inc., LGI Homes–Minnesota, LLC, and the City of North Branch is hereby approved.
3. The Mayor and City Administrator are authorized to execute the agreements and all related documents, subject to non-substantive revisions approved by the City Attorney and City staff.

Adopted by the City Council of the City of North Branch, Minnesota, this 27th day of May 2026.

CITY OF NORTH BRANCH

Kevin Schieber, Mayor

ATTEST:

Tonya Kostuch, City Clerk

EASEMENT AGREEMENT

This Easement Agreement (“**Agreement**”) is made as of _____, 2026, by and between the CITY OF NORTH BRANCH, a Minnesota municipal corporation (the "**City**"), and LGI HOMES - MINNESOTA, LLC, a Minnesota limited liability company (the "**Owner**").

RECITALS

A. Owner is the fee title holder of real property legally described as follows: Outlots B and C, Meadows Ridge, Chisago County, Minnesota (the “**Property**”); and

B. The City desires to obtain from Owner, and Owner desires to grant to the City, an easement for the maintenance, repair, and operation of an underground storm water pipe and related stormwater drainage improvements that will be constructed and installed by Owner at its sole cost (the “**Drainage Improvements**”) in a portion of the Property as more particularly set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

1. GRANT OF EASEMENT. Owner hereby creates and grants to the City a nonexclusive and perpetual easement for the sole purpose of using, operating, maintaining, repairing and replacing the Drainage Improvements on, over, through and across that portion of the Property legally described and depicted on Exhibit A attached hereto (the “**Easement Area**”). Owner agrees to make all reasonable efforts to avoid disrupting or interfering with use of the Easement Area.
2. VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
3. BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable agreement shall run with the land herein described and shall be binding upon the Property and the successors and assigns of the parties

hereto. Upon transfer by Owner of legal title to the Property, Owner shall be deemed released from all obligations hereunder first accruing and required to be paid or performed after the date of such transfer.

4. RECITALS; MODIFICATION; TERMINATION. The foregoing Recitals are incorporated herein and made a part hereof. This Agreement may only be modified, amended or terminated by a written instrument that specifically references this Agreement, expresses the intention to modify, amend or terminate it, and is executed by all owners of the Property and the City.
5. GOVERNING LAW. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota.
6. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signature pages to follow)

Easement Agreement

Signature Page of City

In acknowledgement of the above Agreement, the parties hereto affix their signatures on the dates stated below.

CITY OF NORTH BRANCH,
a Minnesota municipal corporation

By: _____
Kevin Schieber, Its Mayor

By: _____
Matthew Hill, Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ as _____ of the City of North Branch, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ as _____ of the City of North Branch, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

Easement Agreement

Signature Page of Owner

LGI HOMES-MINNESOTA, LLC,
a Minnesota limited liability company

By: _____
Jay Roos, Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jay Roos, an Officer of LGI Homes-Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

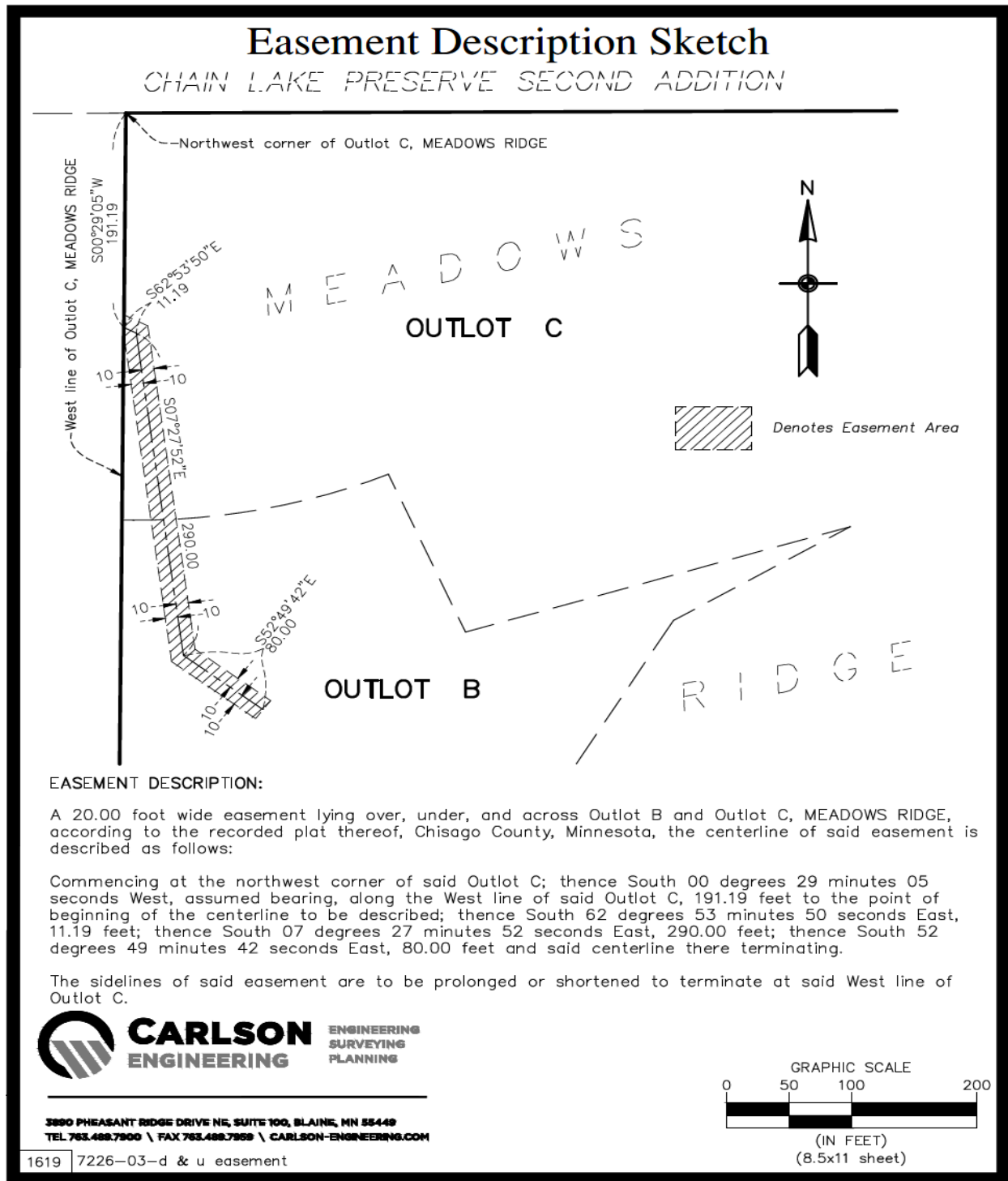
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

LARKIN HOFFMAN DALY & LINDGREN Ltd.
8300 Norman Center Drive
Suite 1000
Minneapolis, Minnesota 55437-1060
(RNB)

EXHIBIT A

Easement Area



STORMWATER EASEMENT AGREEMENT

THIS STORMWATER EASEMENT AGREEMENT (this “**Agreement**”) is made as of _____, 2026 (the “**Effective Date**”), by and among LARRY BEACH CONSTRUCTION, INC., a Minnesota corporation (“**Grantor**”), LGI HOMES-MINNESOTA, LLC, a Minnesota limited liability company (“**LGI**”) and CITY OF NORTH BRANCH, a Minnesota municipal corporation (“**City**”, LGI and City are collectively referred to herein as “**Grantees**”).

RECITALS:

- A. Grantor is the fee owner of certain real property located in Chisago County, Minnesota, which is legally described on Exhibit A attached hereto (the “**Property**”);
- B. LGI is the fee owner of certain real property located in Chisago County and adjacent to the Property, which is legally described on Exhibit B attached hereto (the “**Benefited Property**”); and
- C. LGI desires a temporary easement to construct and install certain underground stormwater drainage pipes and related drainage facilities and Grantees also desire a permanent easement to use, operate, maintain, repair and replace such stormwater drainage pipes and facilities, all on a portion of the Property, and Grantor is willing to grant the same, such easements being more particularly described below and depicted on Exhibit C attached hereto and made a part hereof, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees hereby agree as follows:

1. Temporary LGI Easement. Grantor hereby grants and conveys to LGI and its contractors, successors, invitees and assigns, a temporary easement for construction, grading and

installation of stormwater drainage pipes and facilities over certain portions of the Property, as depicted and described as the “Temporary Grading Easement” on Exhibit C attached hereto (the “**Temporary LGI Easement**”). The Temporary LGI Easement shall terminate without further action by either party on the date that the improvements constructed by LGI are accepted by the City. LGI shall be obligated to reasonably repair and restore the Temporary LGI Easement area to a safe condition upon completion of construction and/or installation of the work in accordance with City approved plans.

2. Permanent Easement. Grantor hereby grants and conveys to Grantees, and their contractors, successors, invitees and assigns, a perpetual, nonexclusive, appurtenant easement for storm water and ground water drainage purposes, including the construction, use, operation, repair and replacement of the pipes and facilities related thereto, over, under, upon and across the Property for the benefit of the Benefited Property, as depicted and described as the “Drainage and Utility Easement Description” on Exhibit C attached hereto (the “**Permanent Easement**”; the Temporary LGI Easement and the Permanent Easement are collectively referred to herein as the “**Easements**”).

3. Extension of Utilities. As further consideration for Grantor’s agreement to execute this Agreement, LGI agrees that in connection with its development of the final plat of Meadows Ridge, that LGI, at its sole cost, will construct and install underground water and sanitary sewer lines to the boundary line of the Property. Such stubbed underground utilities will be located in the right of way of 402nd Street, as dedicated in the final plat of Meadows Ridge

4. Indemnification. Grantees shall indemnify, defend and hold Grantor harmless from and against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of any kind including without limitation claims of property damage, injury, death interest, penalties and reasonable attorneys’ fees, that Grantor incurs or suffers, that arise out of, result from or relate to Grantees’ installation, use, maintenance, repair or inspection of the Temporary LGI Easement or the Permanent Easement and/or any improvements thereto, and/or any other entry onto the Property by Grantees or anyone acting under or on behalf of Grantees or any other third party.

Grantor shall indemnify, defend and hold Grantees harmless from and against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of any kind including without limitation claims of property damage, injury, death interest, penalties and reasonable attorneys’ fees, that Grantees incur or suffer, that arise out of, result from or relate to Grantor’s installation, use, maintenance, repair or inspection of the and/or any improvements thereto, and/or any other entry onto the Benefited Property by Grantor or anyone acting under or on behalf of Grantor or any other third party.

5. Binding Effect. The foregoing Easements are subject to the terms and conditions of this Agreement and all applicable laws, rules, permits and ordinances. The benefits, conditions and obligations of the Easements and this Agreement shall run with the land and bind

the Property and the Benefited Property, and shall inure to the benefit of and be enforceable by the Grantor, Grantees and their respective successors and assigns.

6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The subject headings of the sections of this Agreement are included for convenience only and shall not be used in the interpretation of this Agreement. This Agreement contains the entire agreement between the parties hereto and there are no other terms, obligations, covenants, representations, statements, or conditions, oral or otherwise, of any kind whatsoever with respect to the Easements. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. No provision of this Agreement shall be deemed waived or amended unless such waiver or amendment is in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantees have executed this Agreement as of the Effective Date.

GRANTOR:

LARRY BEACH CONSTRUCTION, INC.
a Minnesota corporation

By: _____
Name: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Larry Beach Construction, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

LGI:

LGI HOMES-MINNESOTA, LLC,
a Minnesota limited liability company

By: _____
Jay Roos, Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Jay Roos, an Officer of LGI Homes-Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

CITY:

CITY OF NORTH BRANCH,
a Minnesota municipal corporation

By: _____
Kevin Schieber, Its Mayor

By: _____
Matthew Hill, Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ as _____ of the City of North Branch, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF CHISAGO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____ as _____ of the City of North Branch, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
LARKIN HOFFMAN DALY & LINDGREN LTD.
8300 Norman Center Drive
Suite 1000
Minneapolis, Minnesota 55437-1060

EXHIBIT A

Legal Description of the Property:

THE EAST ½ OF THE SOUTHEAST QUARTER , SECTION 7, TOWNSHIP 35, RANGE 21
CHISAGO COUNTY, MINNESOTA

PID# 11.00136.00

EXHIBIT B

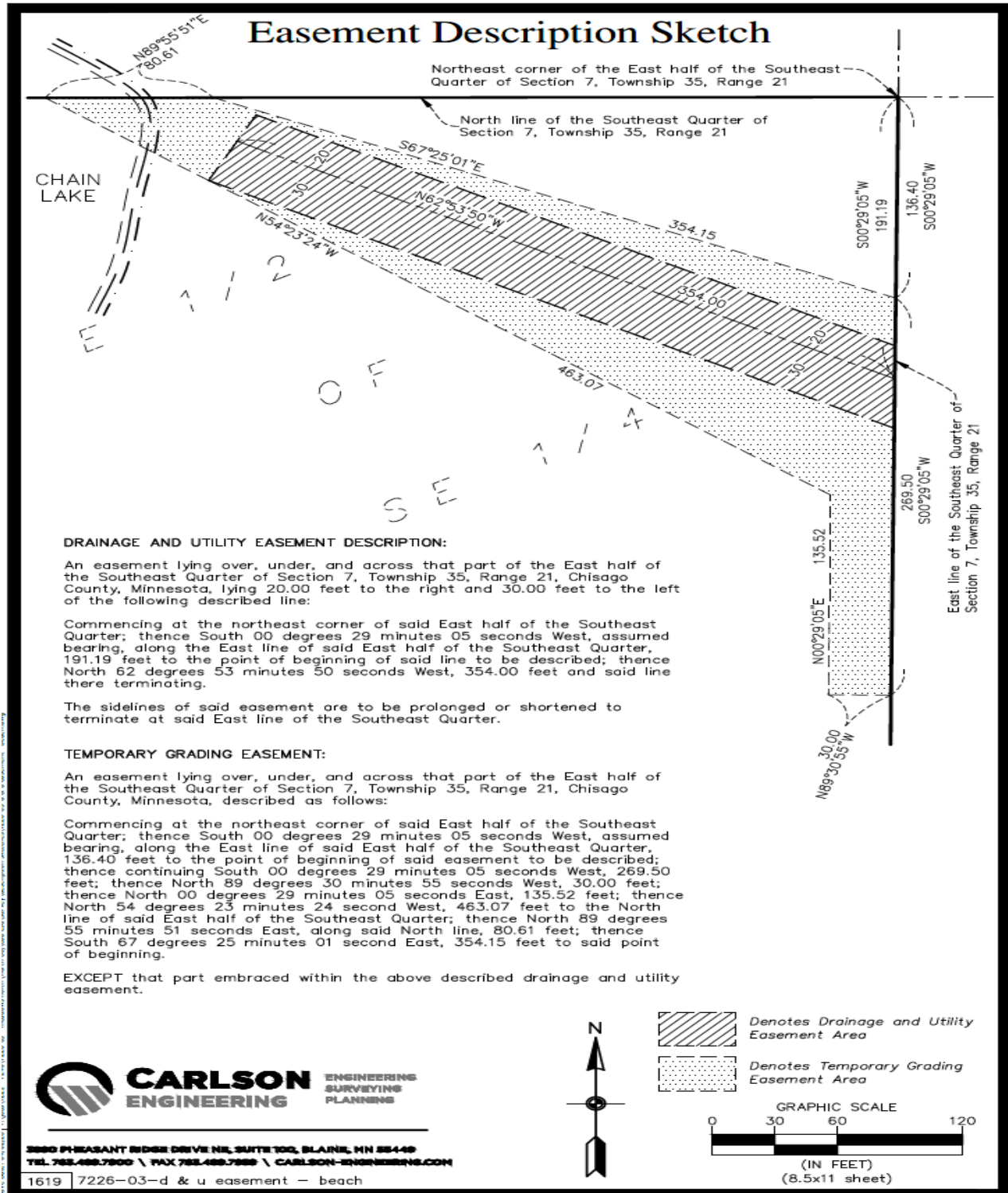
Legal Description of the Benefited Property:

THE WEST ½ OF THE SOUTHWEST QUARTER , SECTION 7, TOWNSHIP 35, RANGE
21 CHISAGO COUNTY, MINNESOTA

PID# 11.00143.00

EXHIBIT C

Legal Description and Depiction of the Temporary LGI Easement and the Permanent Easement:



CONSENT OF MORTGAGEE

_____, (“**Mortgagee**”), is the holder of a mortgage granted by Grantor against the Property described above. Mortgagee hereby consents to and subordinates its interest in the Property to the foregoing Drainage Easement Agreement dated _____, 2026.

By: _____
Its: _____

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, the _____ of _____, a _____, on behalf of said _____.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

LARKIN HOFFMAN DALY & LINDGREN LTD.
8300 Norman Center Drive
Suite 1000
Minneapolis, Minnesota 55437-1060



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 05/22/2026

Board & Commission: City Council

Subject: Approval of Resolution R-337-2026 approving amended and revised subdivision and development agreement for Meadows Ridge 1st Addition

City staff are working on finalizing the revisions to the development agreement and will upload asap.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-337-2026

**A RESOLUTION APPROVING THE PLANNED UNIT DEVELOPMENT AND
SUBDIVISION AGREEMENT FOR MEADOWS RIDGE 1ST ADDITION**

WHEREAS, LGI Homes – Minnesota, LLC (“Developer”) is the owner of property legally described in the Planned Unit Development and Subdivision Agreement for Meadows Ridge 1st Addition (“Agreement”); and

WHEREAS, the Developer has requested approval of a Planned Unit Development and Subdivision Agreement associated with the development known as Meadows Ridge 1st Addition; and

WHEREAS, the Agreement outlines the obligations and responsibilities of the Developer and the City related to the construction of public improvements and development of the property; and

WHEREAS, the City Council finds that approval of the Agreement is consistent with the City’s ordinances, subdivision regulations, and the public interest.

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

1. The Planned Unit Development and Subdivision Agreement for Meadows Ridge 1st Addition is hereby approved.
2. The Mayor and City Administrator are authorized to execute the Agreement on behalf of the City.
3. Approval is subject to any non-substantive revisions as approved by the City Administrator and City Attorney.

Adopted by the City Council of the City of North Branch, Minnesota, this 27th day of May, 2026.

CITY OF NORTH BRANCH

Kevin Scheiber, Mayor

ATTEST:

Tonya Kostuch, City Clerk

**PLANNED UNIT DEVELOPMENT AND SUBDIVISION AGREEMENT
MEADOWS RIDGE 1ST ADDITION**

THIS AGREEMENT (the “Agreement”) dated _____, 2026, by and between the **CITY OF NORTH BRANCH**, a municipal corporation under the laws of the State of Minnesota, with its principal office located at 6408 Elm Street, North Branch, MN 55056 (the “City”); and LGI Homes – Minnesota, LLC a limited liability company under the laws of the State of Minnesota], with its principal office located at 2850 Cutters Grove Ave, Suite 207, Anoka, MN 55303 (the “Developer”); (collectively the “parties”).

RECITALS

WHEREAS, the Developer is the fee owner of a parcel of real property located in the City of North Branch, Chisago County, Minnesota, with Parcel Identification (PID) No. 11.00143.00 and 11.001421.10, which is legally described in Exhibit A, which is attached hereto and incorporated herein by reference, (the “Development Property”); and

WHEREAS, the Developer has requested and received approval by the City of a Final Plat for Meadows Ridge 1st Addition (referred to herein as the “Plat”); and

WHEREAS, the Developer proposes a project consisting of 82 lots and seven (7) outlots and associated public improvements on the Development Property, including but not limited to street improvements, sanitary sewer, water main, stormwater management facilities, sidewalk and trails, grading and erosion control facilities and other improvements (the “Project”); and

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

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

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

- g. The City Engineer has issued a letter that all conditions have been satisfied and that the Developer may proceed.
4. **FURTHER SUBDIVISION.** The City may refuse to approve further subdivision within the Plat if the Developer has breached this Agreement and the breach has not been remedied. If the plat is a phase of a multi-phased preliminary Plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Development Agreements for such phases are approved by the City and executed by the parties. Sanitary sewer and water area charges referred to in this Agreement are not being imposed on outlots, if any, in the Plat that are designated in an approved preliminary plat for future subdivision into lots and blocks. Such charges will be calculated and imposed when the outlots are final platted into lots and blocks.
5. **PRELIMINARY PLAT STATUS.** If the Plat is a phase of a multi-phased preliminary plat, the preliminary plat approval for all phases not final platted shall lapse and be void unless final platted into lots and blocks, not outlots, within five (5) years after preliminary plat approval.
6. **CHANGES IN OFFICIAL CONTROLS.** For Three (3) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved Plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require that any future development of the Development Property comply with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
7. **DEVELOPMENT PLANS.** The Plat shall be developed in accordance with the following plans where applicable. The plans shall not be attached to this Agreement. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:
- a. Plan A – Plat

- b. Plan B - Final Grading, Drainage and Erosion Control Plan 11/27/2024 Revised 5/6/25
- c. Plan C - Final Construction Plans and Specifications for Public Improvements
- d. Plan D - Traffic Signing and Control Plan (for construction and final development)
- e. Plan E - Stormwater Pollution Prevention Plan
- f. Plan F – Street Lighting Plan
- g. Plan G - Landscape Plan
- h. Plan H – Street and Utility Plan 11/27/2024 Revised 5/6/25

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

8. IMPROVEMENTS.

- a. The Developer shall construct and install, at its sole cost and expense and subject to the terms and conditions contained herein, the following public improvements (the “public improvements” or “Improvements”) in compliance with City approved plans and specifications prepared in accordance with all policies, rules, regulations, standards, specifications and ordinances of the City and as shown on the final construction plans and summarized below:
 - i. Streets
 - ii. Sanitary Sewer
 - iii. Watermain
 - iv. Surface Water Facilities (pipe, ponds, rain gardens, and similar improvements)

- v. Grading, Drainage and Erosion Control
 - vi. Sidewalks/Trails
 - vii. Street Lighting
 - viii. Utilities (gas, electric, cable, telephone, etc.)
 - ix. Landscaping Required by the Zoning Ordinance (Street trees and tree preservation)
 - x. Surveying and Monuments Required by Minnesota Statutes
 - xi. Miscellaneous Facilities or other elements defined by the guiding documents.
- b. The Improvements shall be constructed and installed in accordance with the latest versions in place at the time of this Agreement of the City Code, zoning ordinance and subdivision regulations, City standard specifications for utilities and street construction, and the City's engineering guidelines and standard detail plates, as applicable. The Developer shall submit plans and specifications that have been prepared by a competent registered professional engineer to the City for approval by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed. The City will provide field inspection and soil testing personnel, at the Developers expense, to assure an acceptable level of quality control for the construction of all Improvements and certify that the construction work meets the City's requirements, specifications, standards and approved plans. In addition, the Developer's engineer will be required to certify that the construction work meets the approved City requirements, specifications, and standards as a condition of City acceptance and provide record drawings for all Improvements. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors and City Engineer to the extent applicable to comply with the approved plans and specifications, or applicable City Code or statutes for which the City inspectors have jurisdiction. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. As required by the City, the Developer or its

engineer shall schedule a pre-construction meeting at a mutually agreeable time at City Hall, or another location acceptable to the City, with all parties concerned, including the City staff, to review the program for the construction work.

- c. All labor and work shall be done and performed in a good and workmanlike manner and in conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Upon request, the Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. If applicable, the contractor(s) hired by Developer to perform the Improvements work shall have experience in the installation of municipal water and sanitary sewer mains; and shall be able to obtain the requisite performance and payment bonds for the purchase and installation of the minimum Improvements required hereby. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the plans and specifications.
- d. The Developer shall replace or repair any damage or destruction to any property or improvements located on County or City land or in County or City streets, boulevards and rights-of-way, or adjacent private property not owned by Developer, caused by Developer, or its contractors and subcontractors, during the construction of the required Improvements and the Project. Any contaminated soils encountered during the construction of the Improvements and development on the Development Property shall be addressed as set forth in a Response Action Plan to be approved by the Minnesota Pollution Control Agency (MPCA) or other applicable agency having jurisdiction.
- e. The Developer shall be solely responsible for the costs of constructing the required Improvements. The costs of constructing the Improvements shall include the actual

construction costs, the actual engineering, administration and any legal costs related thereto, and all other costs relating to the construction of the Improvements. The engineering, administration and legal costs shall include the actual outside construction engineering assistance costs and the legal costs.

- f. If this Agreement is terminated for any reason the City shall have no obligation to construct the Project or Improvements.

9. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION.

The Developer shall pay a fee for in-house engineering administration. City engineering administration will include monitoring of construction observation, consultation with Developer and the Developer's engineer on status or problems regarding the Project, coordination for final inspection and acceptance, Project monitoring during the warranty period, and processing of requests for reduction in security. The Developer shall deposit the estimated construction cost to pay for construction observation and project management performed by the City's in-house engineering staff or consulting engineer. This deposit is estimated to be \$149,280. If the City's costs exceed the deposit, the Developer agrees to reimburse the City within 30 days of billing. Should the costs be less than the amount of the deposit, upon completion of the Improvements, the amount of the remaining deposit shall be promptly returned to the Developer. The Developer shall deposit the full construction observation fees with the City prior to the Plat being recorded. No construction of Improvements will be authorized until the construction observation fees have been paid to the City.

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

- Minnesota Department of Health for Watermains
- MN/DOT for State Highway Access
- County Road Access and Work in County Road Right-of-Way
- NPDES Permit for Stormwater Management
- MPCA for Sanitary Sewer Extensions/Connections and Hazardous Material Removal and Disposal
- Wetlands permits as applicable
- DNR for Dewatering
- City of North Branch for Building Permits

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

11. TIME OF PERFORMANCE. Except as otherwise provided in this Agreement, the Developer shall install all required Improvements and other work required by this Agreement by June 30, 2027 with the exception of the final wear course of asphalt on streets. The final wear course on streets shall be installed between May 15th and October 1st the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Any deficiencies in the base, asphalt, curb or other improvements in the reasonable judgment of the City Engineer must be repaired by the Developer at its own cost prior to final paving. The Developer may, however, request an extension of time from the City, which shall not be unreasonably withheld, conditioned or delayed. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer, which shall not be unreasonably withheld, conditioned or delayed.

12. LICENSE. The Developer hereby grants the City, its agents, employees, officers and contractors a nonexclusive license to enter the Development Property to perform all work and inspections deemed appropriate by the City in conjunction with this Agreement, the Project and Improvements and Plat development, as applicable. The license shall expire upon the acceptance by the City of the

Improvements. The City shall thereafter have the right to enter the Development Property to perform inspections as authorized by City Code.

13. **CONSTRUCTION ACCESS.** Construction traffic access and egress for grading, public utility construction, and street construction is restricted to access the subdivision via 400th Street or Flink Avenue. No construction traffic is permitted on the adjacent local streets other than identified herein.

14. **GRADING PLAN.** The Development Property shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City of North Branch requirements and specifications, City Code and applicable law. Within thirty (30) days after completion of the grading, the Developer shall provide the City with a certificate of survey/"record" grading plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The certificate of survey/"record" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and building/house pads, d) top and bottom of retaining walls, and e) all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as constructed survey) of the Development Property after site grading is complete. Final lot grades shall be shown on the as constructed survey. Final grading shall substantially comply with the approved grading plan.

15. **EROSION AND SEDIMENT CONTROL.** Prior to initiating site grading, the erosion and sediment control plan shall be implemented by the Developer and inspected and approved by the City Engineer. The Erosion Control Plan and Storm Water Pollution Prevention Plan (SWPPP) shall be implemented by the Developer and inspected and approved by the City Engineer which shall not be unreasonably withheld, conditioned or delayed. Erosion and sediment control practices must comply with the Minnesota Pollution Control Agency's (MPCA) Best Management Practices and applicable

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

- 16. DECLARATION OF COVENANTS AND AGREEMENT FOR MAINTENANCE OF STORMWATER FACILITIES.** In order to provide stormwater management and control, to meet the City's stormwater permitting requirements, City Code and state law and regulations, as applicable, and to promote the water quality and volume control to the City's stormwater system and water bodies, the Developer and the City agree that it is reasonable for the City to require the Developer and all subsequent owners of the Development Property to construct, inspect, operate, repair, maintain and replace, at the Developer's cost and expense, City required stormwater

facilities. Prior to commencement of construction of the Project and pursuant to City Code, the City and Developer shall enter into an agreement on a form acceptable to the City and containing terms and conditions as required by the City setting forth, in a recordable instrument, an agreement establishing covenants and declarations upon the Development Property for the installation of and ongoing operation, repair, maintenance and replacement of such stormwater facilities as required by applicable City Code and law at the Developer's and the Developer's successors' and assigns' cost and expense.

- 17. STREET MAINTENANCE DURING CONSTRUCTION AND SIDEWALKS.** The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when streets become impassable, such streets shall be barricaded and closed. In the event residences are occupied prior to completing streets, the Developer shall maintain a smooth surface and provide proper surface drainage. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill or wash onto the street from Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing the streets because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning as necessary to sweep within and immediately adjacent to the development. The streets shall include Flink Ave and 400th Street and those portions of Fallbrook Ave, Fairfield Ln, Farmington Ln, and 402nd St, as determined by the City Engineer. A copy of this contract shall be approved by the City before grading is started, and shall remain in full force and effect until all construction within the Project is completed. When directed to do so by the City, the Developer shall have all streets cleaned of accumulated debris, dirt, and mud. Concrete sidewalks shall be constructed along all internal streets after the concrete curb and gutter and bituminous base course

have been placed. Type III Barricades shall be placed at the end of the sidewalk on 400th Street. Any sidewalk damaged (severely cracked, broken or spalled) as the result of the actions or Developer or its contractors shall be replaced by the Developer at no cost to the City. City staff shall identify those sections of sidewalk to be replaced.

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

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

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

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

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

19. **DEDICATIONS.**

- a. There is no park dedication fees due the City with respect to the Project because Developer has received park dedication credit for park dedication fees of 591 units as set forth in the Planned Unit Development and Subdivision Agreement related to the Meadows North 2nd

Addition in satisfaction of the City's park dedication requirements. The Developer has utilized park dedication credits for 317 units to date. The Project consists of 82 units and will result in the use of an additional 82 of the Developer's park dedication credits. Therefore 192 of such park dedication credits will remain available to be used by Developer in future developments.

- b. Meadows Ridge 1st Addition, Outlot D, as depicted in the Plat, containing stormwater pond facilities, shall be dedicated to the City and transferred via executed warranty deed from Developer to the City upon completion of the Improvements.

20. **SANITARY SEWER AND WATER TRUNK UTILITY CHARGES.** The Developer is subject to sanitary sewer and water access/availability area charges for the Development Property. The sanitary sewer and water access/availability area charges are as follows:

- a. Sanitary Sewer Availability Charge: The Developer shall pay a sanitary sewer availability charge of \$1,656 per unit. The area charge is based on the number of units in the Plat and is calculated as follows: 82 units x \$1,656 = \$135,792. The Developer will receive a credit of \$238,971 for oversizing.
- b. Water Availability Charge: The Developer shall pay a watermain availability charge of \$3,500 per unit. The access charge is based on the number of units in the Plat and is calculated as follows: 82 units x \$3,500 per unit = \$287,000. The Developer will receive a credit of \$174,000 for oversizing.
- c. The charges are depicted in Exhibit E

The Developer shall pay the above sanitary sewer and water availability charges at the time of Plat approval.

21. **SANITARY SEWER, STORM SEWER AND WATERMAIN.** The Developer shall install or contract for the installation of all Improvements in the Project related to sanitary sewer, storm sewer and watermains, as required by the City in accordance with those plans approved by the City Engineer.

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

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

24. **BUILDING PERMITS/CERTIFICATES OF OCCUPANCY.**

a. Grading, curb and gutter, sidewalk and one lift of asphalt shall be installed on all public and private streets and drives prior to issuance of any building permits, adjacent to these lots. If a residential development, the Developer may apply for building permit(s) to construct three (3) model single-family home prior to the completion of the Improvements serving the Project. Model home sites must be approved by the Community Development Director and may be no greater 350 feet from a paved bituminous road. Developer shall maintain access for vehicle traffic and parking during construction of the model homes and access for emergency personnel and equipment, as determined by the City. No Certificate of Occupancy will be issued until the grading, curbing, sidewalk and one lift of asphalt is installed in accordance with approved plans on all public streets and private drives. In addition, no Certificates of Occupancy shall be issued for any buildings until the sewer and water has been installed and tested to the satisfaction of the City Engineer, which shall not constitute final acceptance of the sewer and water utilities.

i. In lieu of the foregoing provision, if the proposed Improvements are under construction but not yet completed and accepted by the City, the Developer shall provide a cross section depicting the entire right-of-way of the adjacent street extending through the first floor elevation of the building for which a building permit is requested. This first floor elevation shall be considered official for building construction purposes. Any deviation from this elevation shall first be

reviewed and approved by the Building Official and the City Engineer prior to commencing construction of applied building permit.

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

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

- a. The Developer is responsible for the cost of installing all private utilities of any nature or kind whatsoever.
- b. The Developer shall contact the utility companies to coordinate the installation of the utilities. Private utilities shall not be installed until the curb and gutter are completed and backfilled, as applicable. All utilities shall be installed underground or as otherwise approved in writing by the City Engineer.
- c. The City Engineer must approve of the final location for all private utilities. Joint trenching of the utilities is strongly encouraged. All utilities must be located in public rights-of-way or within drainage and utility easements.

- d. If any conditions set forth in this Agreement conflict with the City's utility franchise agreements, the franchise agreements shall in all cases prevail.

26. RESPONSIBILITY FOR COSTS.

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

council members, agents, employees or contractors with respect to the construction of the Improvements), the development of the Development Property or the acts of Developer, and its employees, agents, contractors or subcontractors, in relationship thereto.

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

storm water connection charges, building permit fees and plat review fees, which shall be paid by Developer.

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

- a. Implementation of any other recommendations listed by the City Council or City Engineer as follows:
 - i. The Developer shall have all required MPCA stormwater permits approved prior to beginning any installation of Improvements.
 - ii. The Developer shall install and pay for the required transportation improvements to Flink Ave and 400th St in the approved plans and complete the required remaining improvements with each future applicable phase of the development.
 - iii. The Developer shall pay the City constituting the Developer's contribution to the Improvements to 400th St and Flink Ave, as outlined in the September 3, 2025 Flink Ave/400th Street Transportation Study completed for the City of North Branch by WSB Engineering (the "Transportation Study"), attached to this Agreement and incorporated by reference as Exhibit G. Phase 1 of the Project includes 32.5 acres of residential development. The Developer shall pay for the residential portion of phase 1 of the development in the amount of \$45697.75. The residential calculation for Phase 1 of the Project would equal 11.6% of the total trips of the 119 total gross acres (full buildout of area 4 of the Transportation Study) and would be the equivalent of 13.8 acres or 601,128 square feet of development, with phase 1 of the Project totaling an amount of **\$45,697.75**. The retail/commercial area would equal 50.8% of the total trips of the full buildout area 4 of the Transportation Study. The remaining residential costs and retail/commercial costs shall be provided with each applicable phase and future phase of the development as identified in the Transportation Study/Cost Share Agreement. The Developer shall be entitled to a credit for existing contributions to the transportation study of \$32,333.40.

- iv. In the event of future modifications to the Transportation Study that are adopted and approved by the North Branch City Council, and those modifications reduce the contribution amount owed by the Developer to the City, those modifications shall be reduced to writing in the form of an amendment to this Agreement, which amendment shall reflect the reduction applied to the balance owed by the Developer for future phases of the Project.
- b. The Developer shall be responsible for the cost of street light installation consistent with a street lighting plan approved by the City Engineer.
- c. The Developer must obtain a sign permit from the City Planner prior to installation of any subdivision identification signs.
- d. Individual homes must comply with the overall grading plan for the site. Each individual building permit will be reviewed for compliance with the overall grading plan and is subject to review and approval of the City Engineer.
- e. Utility hook-ups are subject to review and approval by the City Engineer.
- f. The Developer must obtain approval of a Site Plan as provided by current City Code and complete the required plan review and approval thereof, as applicable.

28. MISCELLANEOUS.

- a. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire Plat, or any part of the Development Property.
- b. As applicable, in compliance with the Response Action Plan approved by the MPCA for the Development Property, the Developer shall remove and properly dispose of any environmental contamination within the Development Property.
- c. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State

of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans or by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for a lot on which a retaining wall is required to be built.

- d. Appropriate legal documents regarding Homeowner Association documents, covenants and restrictions, as applicable, shall be filed with the City Clerk with the Plat.
- e. Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the Project is completed and the City has accepted the Improvements, liability and property damage insurance covering bodily injury, including death, and claims for property damage which may arise out of Developer's work or the work of its subcontractors or by one directly or indirectly employed by any of them. Limits for bodily injury and death shall be not less than \$500,000 for one person and \$1,500,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence. The City shall be named as an additional insured on the policy, and the Developer shall file with the City a certificate evidencing coverage prior to the City authorizing the commencement of work on the Improvements specified in this Agreement. The certificate shall provide that the City must be given thirty (30) days advance written notice of the cancellation of the insurance.
- f. Third parties shall have no recourse against the City or Developer under this Agreement.
- g. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- h. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the

parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

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

29. DEVELOPER'S DEFAULT. In the event of default by the Developer as to any of the work to be performed by it hereunder or the failure to comply with all terms and conditions of this Agreement,

and if such default is not cured within thirty (30) days after receipt of notice of such default from the City or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure, the City may, at its option, take one or more of the following actions:

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

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Developer, the Developer shall pay to the City all fees and expenses,

including reasonable attorneys fees, actually incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

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

31. **SUMMARY OF SECURITY REQUIREMENTS.** To guarantee compliance with the terms of this Agreement, payment of special assessments, payment of the costs of all Improvements, and construction of all Improvements, the Developer shall furnish the City, at the time of Plat approval or approval of this Development Agreement, as applicable, with either a letter of credit or cash escrow or a combination of cash escrow and a letter of credit, as determined by the City, for 125% of the estimated Improvement costs, in the form attached hereto as Exhibits C, as applicable, or a City approved alternate form, from a bank (the “Security”) for **\$6,800,528.55** as detailed in Exhibit D. The bank issuing the Security shall be subject to the approval of the City Administrator. The Security may be in the form of annually renewable letters of credit. Individual Security instruments

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

32. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished at the time of Plat approval or approval of this Agreement, as applicable. The Developer shall not proceed with any Improvements until these cash requirements have been paid to the City, as depicted in Exhibit D:

TOTAL CASH REQUIREMENTS

\$24,792.15

33. **NOTICES.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by certified mail at the following address: LGI Homes – Minnesota, 2850 Cutters Grove, Suite 207, Anoka, MN 55303. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: North Branch City Hall, 6408 Elm Street, North Branch, MN 55056.
34. **CONSTRUCTION MANAGEMENT.** During construction of the Improvements and the Project, the Developer and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood, as follows:
- a. **Definition of Construction Area.** The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
 - b. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off site and be shuttled to the Project Area. No fill, excavating material or construction materials shall be stored in the public right-of-way.
 - c. **Hours of Construction.** Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on Monday through Saturday, with emergency work only Sundays or as otherwise provided in City Code.
 - d. **Site Maintenance.** Developer shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the

site in a timely fashion and/or upon the request by the City Engineer. After Developer has received at least three (3) business days verbal notice, the City may complete or contract to complete the site maintenance work at Developer's expense.

- e. Project Identification Signage. Project identification signs shall comply with City Code.

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

36. TERMINATION; CONDITIONS PRECEDENT.

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

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

[Remainder of page left intentionally blank.]

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

DEVELOPER:

LGI HOMES – MINNESOTA, LLC

BY: _____
Jay Roos,
Its Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Jay Roos an officer of LGI Homes – Minnesota, LLC, limited liability company under the laws of the State of Minnesota, on behalf of the company..

NOTARY PUBLIC

CITY OF NORTH BRANCH

BY: _____
Kevin Schieber, Its Mayor

(SEAL)

AND _____
Matthew Hill, Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF)

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

NOTARY PUBLIC

THIS INSTRUMENT WAS DRAFTED BY:

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

**EXHIBIT A
TO
DEVELOPMENT AGREEMENT**

**Legal Description of Development Property Being Final Platted as
Meadows Ridge 1st Addition**

Current Legal Description

The West Half of the Southwest Quarter, Section 8, Township 35, Range 21, Chisago County, Minnesota.

AND

The Northeast Quarter of the Southwest Quarter of Section 8, Township 35, Range 21, Chisago County, Minnesota, except that part thereof heretofor deeded to the State of Minnesota for highway purposes.

Subject to easements, restrictions, or reservations of record, if any.

PID(s): 11.00143.00 and 11.00412.10

Proposed Platted Legal Description

Lots 1 through 33, inclusive, Block 1; Lots 1 through 4, inclusive, Block 2; Lots 1 through 14, inclusive, Block 3; Lots 1 through 24, inclusive, Block 4; Lots 1 through 7, inclusive, Block 5; and Outlots A, B, C, D, E, F and G of Meadows Ridge 1st Addition, Chisago County, Minnesota.

**EXHIBIT B
TO
DEVELOPMENT AGREEMENT**

AFFIDAVITS

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

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

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

CONTRACTOR’S CERTIFICATE OF COMPLIANCE

Project: _____

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

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

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

DEVELOPER’S CONTRACTOR:

BY: _____, Its _____

STATE OF _____)
) ss.
 COUNTY OF _____)

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

.

 Notary Public

ENGINEER'S CERTIFICATE OF COMPLIANCE

Project: _____

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

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

DEVELOPER'S ENGINEER:

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

.

Notary Public

SURVEYOR'S CERTIFICATE

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

Dated: _____

REGISTERED LAND SURVEYOR

Registration No. _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Notary Public

DEVELOPER'S CERTIFICATE OF COMPLIANCE

Project: _____

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

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

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

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

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

DEVELOPER:

BY: _____
_____, Its _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Notary Public

**EXHIBIT C
TO
DEVELOPMENT AGREEMENT**

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

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

Dear Sir or Madam:

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

The draft must:

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

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

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

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

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

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

BY: _____

_____ Its _____

EXHIBIT D TO DEVELOPMENT AGREEMENT

EXHIBIT D				
MEADOWS RIDGE 1ST ADDITION				
DEVELOPMENT INFORMATION				
Property - Acres			32.5	Acres for Phase 1 Lots, ROW and Outlots and E
Property - Square Feet			1,416,249	Square Feet for Phase 1 Lots, ROW and Outlots and E
Units			82.0	
Lots			82.0	
Transportation Study - Sq Ft			82.0	Lots/Blocks
SECTION 1: DEVELOPMENT	COST	PER	DUE	NOTES
Water Trunk	3,500.00	Per Unit	287,000.00	
Sanitary Sewer Trunk	1,656.00	Per Unit	135,792.00	
Park Dedication	1,800.00	Per Unit	-	Credit PrePaid 591: 317 utilized - 82 proposed = 159 remain
Flink/400th Road Improvement/ \$	0.076020		45,697.75	\$0.07602/sfx 43,560sf/acre x ## Gross Acres
Flink/400th Transportation Study			32,333.40	Prepaid - \$41,400 *21.9% = 9066.6 = Credit \$32,333.40
Subtotal Platting Fees			\$ 500,823.15	
Total Platting Fees				
SECTION 2: ADMINISTRATIVE AND DEVELOPMENT RELATED COSTS			DUE	NOTES
Administrative			-	Construction Improvements (3%)
[Development Related Costs]			-	
Subtotal Administrative and Development Related Costs			-	
[List Credits, if Applicable]			(146,440.00)	Left Turn Lanes on Flink Avenue
[List Credits, if Applicable]			(238,971.00)	Sanitary Sewer Oversizing
[List Credits, if Applicable]			(174,000.00)	Watermain Oversizing
Total Administrative and Development Related Costs			(559,411.00)	
SECTION 3: IMPROVEMENT COSTS		SECURITY	DUE	NOTES
Development Escrow				
Engineering - Onsite Field Inspection		-	68,800.00	City Engineer - Contract Based on 20 weeks @ 20 hrs week
Engineering - Project Management		-	7,000.00	City Engineer - Contract Based on 20 weeks @ 2 hrs week
Environmental		-	-	Wetland Engineer - Contract
Legal		-	-	City Attorney - Contract
Planning		-	-	Planning Staff
Non-Public Improvements				
Landscaping		-	-	
Construction - Site (Grading)			-	Grading + Erosion Control+Removals
Construction - Storm Ponding		73,110.00	-	Infiltration Basins
Wetland Mitigation				
Wetland Mitigation		-	-	
Public Improvements Dedicated to the City				
Landscaping		-		
Construction - Streets		1,093,010.00		Streets+Mobilization (per Eng Est)
Construction - Turn Lane 400th Street		219,983.50		
Construction - Turn Lane Flink Avenue		272,340.50		
Construction - Utility Improvements (Storm Sewer)		771,942.20		Storm Sewer (per Eng Est)
Construction - Utility Improvements (Water Main)		656,604.00		Water (per Eng Est)
Construction - Utility Improvements (Sanitary Sewer)		814,878.72		Sanitary Sewer (per Eng Est)
Subtotal Improvement Costs		3,901,868.92	75,800.00	
[List Credits, if Applicable]				Grading Escrow
Total Improvement Costs		3,901,868.92	75,800.00	
SECTION 4: LOC / ESCROW / FEES REQUIRED		SECURITY	DUE	NOTES
Cash & Escrow				
Section 1: Platting Fees		-	500,823.15	Cash
Section 2: Administrative Fees		-	-	Cash
Section 2: Development Related Costs		-	(559,411.00)	Development Related Items
Section 3: Cash Escrow		-	83,380.00	Cash (110%)
Security				
Section 3: Letter of Credit - Improvements (125%)		4,877,336.15	-	Public / Non-Public Improvements (125%)
Section 3: Letter of Credit - Wetland Mitigation		-	-	Public / Non-Public Improvements (125%)
Total Letter of Credit and Cash Required		4,877,336.15	24,792.15	

**EXHIBIT E
TO
DEVELOPMENT AGREEMENT**

OFFER OF DEDICATION

**MEADOWS RIDGE 1ST ADDITION
OFFER OF DEDICATION**

THE UNDERSIGNED, LGI Homes – Minnesota, LLC a Minnesota limited liability company ("Developer") has executed this Offer of Dedication ("Offer") effective as of the ____ day of _____, 202_.

RECITALS

A. The Developer and the City of North Branch, a Minnesota municipal corporation ("City") are parties to a Planned Unit Development and Subdivision Agreement dated _____, 2025 (the "Agreement") according to the terms of which the Developer agreed to construct certain Improvements to the Property owned by the Developer including certain Public Improvements to be dedicated to the City.

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

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

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

OFFER OF DEDICATION

The following provisions are hereby submitted to the City by the Developer in connection with the Agreement regarding the development of the Meadows Ridge 1st Addition Development within the City limits:

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

2. Cost of Dedicated Improvements. The Developer hereby submits that the estimated cost of

the Dedicated Improvements as determined by the City's Engineer is \$_____ and that therefore the Reduction Amount is \$_____.

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

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

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

Respectfully Submitted,

DEVELOPER:

LGI Homes – Minnesota, LLC

By: _____

Jay Roos
Its: Vice President of Land Development and Acquisition

EXHIBIT F **TO DEVELOPMENT AGREEMENT**

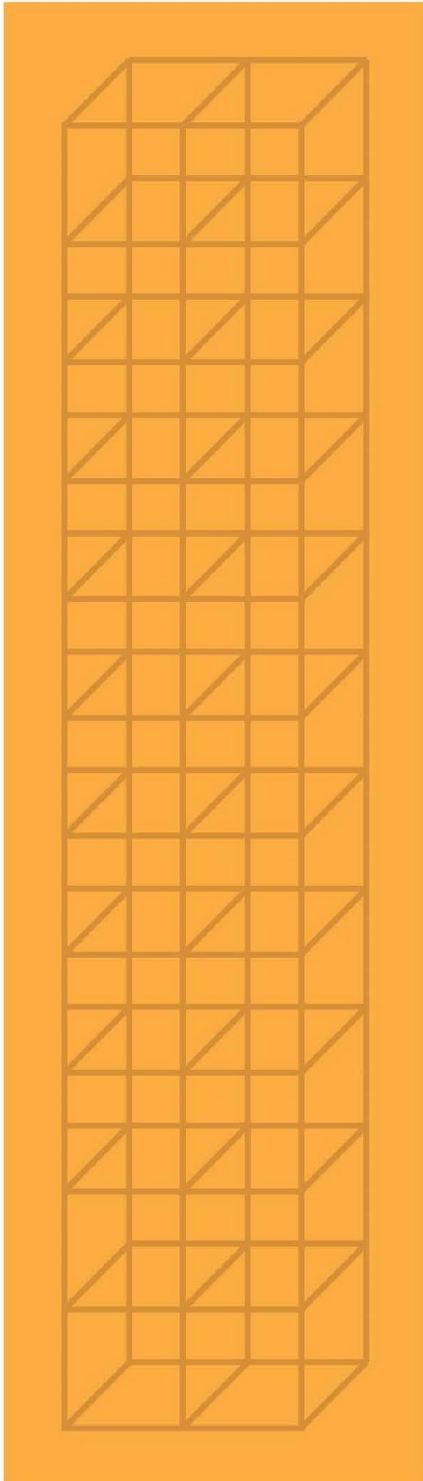
MEADOWS RIDGE 1ST ADDITION

PLANNED UNIT DEVELOPMENT

As established in North Branch City Council Resolution R-116-2024, the required setbacks for the residential units are:

	Lot			Setbacks				Height/ft
	Width/ft	Depth/ft	Area/sf	Front/fs	Side/ft	Street/ft	Rear/ft	
R1	80	100	12,000	30	6	30	30	35
R1 Shoreland	75		15,000	30	6	30	30	35
Lots that have their rear lot adjacent to roadways Flink Ave, 400 th Street, or I-35			4,667	25	6	20	50	35
All other PUD lots except above			4,667	25	6	20	30	35

**EXHIBIT G
TO
DEVELOPMENT AGREEMENT**



NORTH BRANCH

FLINK AVE/400TH ST. AREA
TRANSPORTATION IMPACT STUDY
NORTH BRANCH, MINNESOTA

September 3, 2025

Prepared for:
City of North Branch
PO Box 910 - 6408 Elm Street
North Branch, MN 55056

WSB PROJECT NO. 028099-000



September 3, 2025

Mr. Nathan Sondrol
Community Development Director
City of North Branch
PO Box 910 - 6408 Elm Street
North Branch, MN 55056

Re: Flink Ave/400th St. Area Transportation Impact Study
WSB Project No.028099-000

Dear Mr. Sondrol:

This report describes the existing and future area trunk improvements necessary to provide roadway improvements and access for 1,010 acres of mixed and residential development. Developable land areas, roadway project costs, and information used to develop area charges are presented in the study. Costs throughout this report are 2025 dollar values.

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

WSB

A handwritten signature in black ink, appearing to read "Justin Messner", written over a horizontal line.

Justin Messner, PE
City Engineer

Attachments

cc: Matthew Hill, City Administrator
Shawn Williams, Director of Public Works



Table of Contents

Letter of Introduction

Table of Contents

Certification

Recommendations 1

Area Description 2

Streets 3

Right of Way 4

Summary 4

APPENDICES

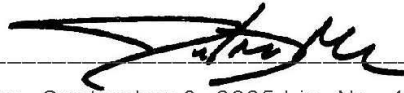
- Appendix A - Figures
- Appendix B - Opinion of Cost
- Appendix C - Trip Generation



Certification Sheet

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

Justin G. Messner, PE



Date: September 3, 2025 Lic. No. 45857



Recommendations

The City utilizes this report as a planning tool and guide in developing the Flink Avenue/400th Street Area transportation system impacts and associated assessment rates. This report does not assign specific assessments to properties at this time, however, it is expected that it will be used as a guide as individual projects develop.

The following existing parcels are included in the study: Flink Avenue/400th Street Area Study Properties

110012710	110038230	110087367	110087422	110087472	110087532	110087591	110087643
110012901	110038231	110087368	110087423	110087473	110087533	110087592	110087644
110012902	110038232	110087369	110087424	110087474	110087534	110087593	110087645
110012903	110038233	110087370	110087425	110087475	110087535	110087594	110087646
110012910	110038234	110087371	110087426	110087476	110087536	110087595	110087647
110012920	110038235	110087372	110087427	110087477	110087537	110087597	110087648
110012930	110038236	110087373	110087428	110087478	110087538	110087598	110087649
110013200	110038237	110087374	110087429	110087479	110087539	110087599	110087650
110013210	110038238	110087375	110087430	110087480	110087540	110087601	110087651
110013300	110038239	110087376	110087431	110087481	110087541	110087602	110087652
110013410	110038240	110087377	110087432	110087482	110087551	110087603	110087653
110013420	110038241	110087378	110087433	110087483	110087552	110087604	110087654
110013430	110038300	110087379	110087434	110087484	110087553	110087605	110087655
110013500	110087330	110087380	110087435	110087485	110087554	110087606	110087656
110013550	110087331	110087381	110087436	110087486	110087555	110087607	110087657
110013551	110087332	110087382	110087437	110087487	110087556	110087608	110087658
110013552	110087333	110087383	110087438	110087488	110087557	110087609	110087659
110013553	110087334	110087384	110087439	110087489	110087558	110087610	110087660
110013554	110087335	110087385	110087440	110087490	110087559	110087611	110087661
110014210	110087336	110087386	110087441	110087501	110087560	110087612	110087662
110014220	110087337	110087387	110087442	110087502	110087561	110087613	110087663
110014230	110087338	110087388	110087443	110087503	110087562	110087614	110087664
110014240	110087339	110087389	110087444	110087504	110087563	110087615	110087665
110014250	110087340	110087390	110087445	110087505	110087564	110087616	110087666
110014260	110087341	110087391	110087446	110087506	110087565	110087617	110087667
110014300	110087342	110087392	110087447	110087507	110087566	110087618	110087668
110036410	110087343	110087393	110087448	110087508	110087567	110087619	110087669
110036500	110087344	110087394	110087449	110087509	110087568	110087620	110087670
110037400	110087345	110087396	110087450	110087510	110087569	110087621	110087671
110037410	110087346	110087401	110087451	110087511	110087570	110087622	110087672
110037500	110087347	110087402	110087452	110087512	110087571	110087623	110087673
110037710	110087348	110087403	110087453	110087513	110087572	110087624	110013600
110038150	110087349	110087404	110087454	110087514	110087573	110087625	110036400
110038151	110087350	110087405	110087455	110087515	110087574	110087626	
110038152	110087351	110087406	110087456	110087516	110087575	110087627	
110038153	110087352	110087407	110087457	110087517	110087576	110087628	
110038154	110087353	110087408	110087458	110087518	110087577	110087629	
110038155	110087354	110087409	110087459	110087519	110087578	110087630	
110038156	110087355	110087410	110087460	110087520	110087579	110087631	
110038157	110087356	110087411	110087461	110087521	110087580	110087632	
110038158	110087357	110087412	110087462	110087522	110087581	110087633	
110038221	110087358	110087413	110087463	110087523	110087582	110087634	
110038222	110087359	110087414	110087464	110087524	110087583	110087635	



110038223	110087360	110087415	110087465	110087525	110087584	110087636
110038224	110087361	110087416	110087466	110087526	110087585	110087637
110038225	110087362	110087417	110087467	110087527	110087586	110087638
110038226	110087363	110087418	110087468	110087528	110087587	110087639
110038227	110087364	110087419	110087469	110087529	110087588	110087640
110038228	110087365	110087420	110087470	110087530	110087589	110087641
110038229	110087366	110087421	110087471	110087531	110087590	110087642

Area Description

The Flink Avenue/400th Street Study Area is shown in Figures 1 and 2. The study area is generally bounded by I-35 on the east, 406th Street on the north, Hornsby Drive/ Elmcresc Avenue on the west, and 395th Street on the south. The study intersection of Flink Avenue and 400th Street is to be analyzed due to impacts of the area. The total study area is 1,010 acres and contains 882 acres of developable land. This study generally follows the Council approved 2018 Comprehensive Plan. Table 1 and Figure 1 represent land uses consistent with the Comprehensive Plan. The rural residential and agriculture land will develop into mixed use and residential. Table 1 summarizes the future land use areas.

Table 1. Future Land Use Areas

Travel Shed Area	Land Use	Acres	Wetlands/Lakes	Developable Acres
1	Rural Residential	311.39	100.99	210.40
2	Single Family Residential	154.91	12.29	142.62
3	Single Family Residential	79.38	14.42	64.96
4	Single Family/ Medium Density Residential/ Business	119.00	0.00	119.00
5	Medium Density Residential/ Business	39.55	0.00	39.55
6	Business	66.72	0.00	66.72
7	Medium Density Residential/ Business	60.20	0.00	60.20
8	Single Family Residential	178.92	0.00	178.92
Total		1010.07	127.70	882.37

Trip Generation

The Flink Avenue/400th Street Study Area was split up into eight (8) travel shed areas within the study boundary. Trips for each proposed travel shed area were developed using the *ITE Trip Generation Manual, 11th edition*, based on land use and size of developable acres. Single-Family Detached Housing (ITE Code 210) was used for LUR-1, and LUR-2 residential land uses. LUR-1 assumes 3.5 houses per acre and LUR-2 assumes 6 houses per acre. A combination of Strip Retail Plaza <40k (ITE Code 822) and General Office Building (ITE Code 710) were used for LUB commercial land use. A 0.15 Floor Area Ratio (FAR) was assumed for the LUB land uses. The traffic studies as part of the Meadows Ridge EAW and Meadows North EAW were also used to generate trips in areas 3, 4, and 7. Estimated daily, AM peak hour, and PM peak hour trips per area are shown in Figure 2 and Table 2 for full build-out of the study



boundary. See Appendix C for a breakdown of trips per parcel in each travel shed area. Trips were then allocated along the network based on distribution percentages shown in previous traffic studies, with some being rerouted to account for a future interchange at I-35 and 400th Street. With the full build out of the study area and a future interchange near the study area, it was anticipated that the Flink Avenue and 400th Street intersection will require improvements. Daily and peak hour volumes were calculated for the intersection based on trips allocated to the intersection per area and outside of the study boundary. The number of trips per area and percentage of daily intersection traffic is shown in Table 2. Forecasted average daily traffic (ADT) and peak hour turning movement counts at Flink Avenue and 400th Street are shown in Figure 3. A single-lane roundabout is expected to operate at an acceptable level of service until 70%-75% of the area is built out. The intersection shall be monitored before full build-out of this area to determine if a northbound and westbound right-turn lane are needed in the future.

Table 2 - Trip Generation per Travel Shed Area

Travel Shed Area	Land Use	Daily Trips			AM Peak Hr			PM Peak Hr		
		in	out	total	in	out	total	in	out	total
1	Rural Residential	193	194	387	7	22	29	25	14	39
2	Single Family Residential	2555	2555	5110	95	285	380	321	188	509
3	Single Family Residential	481	481	962	18	53	71	60	36	96
4	Single Family/ Medium Density Residential/ Business	3324	3324	6648	115	215	330	332	254	586
5	Medium Density Residential/ Business	2196	2197	4393	163	108	271	271	271	542
6	Business	2363	2363	4726	583	79	662	107	521	628
7	Medium Density Residential/ Business	2380	2381	4761	123	204	327	219	171	390
8	Single Family Residential	2951	2952	5903	110	329	439	370	218	588

Street & Drainage Improvements

Roadway improvements included in the study area include the construction of a roundabout at Flink Ave & 400th Street as shown in Figure 4. Improvement costs are based on a single-lane roundabout with associated drainage improvements and detailed in Appendix B. As previously mentioned, future developing areas that would contribute to increased traffic and therefore the need for roadway improvements have been split into travel sheds based on use that is consistent with the City's comprehensive plan. Trip generation splits for each travel shed are shown in Table 3. Assumed general trip distribution for the area included: 5% to the west on 400th Street, 50% to the east on 400th Street (to future interchange with I-35), 5% to the north on Flink Avenue, and 40% to the south on Flink Avenue.



Table 3 - Trip Generation at the Flink Ave/400th St Intersection per Travel Shed Area

Travel Shed Area	Land Use	AM Peak Hr Trips	PM Peak Hr Trips	Daily Trips	% of Intersection Traffic
1	Rural Residential	23	31	302	1.1%
2	Single Family Residential	295	394	3962	14.5%
3	Single Family Residential	68	91	914	3.4%
4	Single Family/ Medium Density Residential/ Business	298	528	5984	21.9%
5	Medium Density Residential/ Business	237	427	3648	13.4%
6	Business	149	140	1062	3.9%
7	Medium Density Residential/ Business	206	239	2920	10.7%
8	Single Family Residential	341	456	4575	16.8%
Outside Travel Shed Area		310	470	3900	14.3%
Total		1927	2776	27267	100.0%

Right of Way

It is assumed that all Flink Ave/400th Street Study Area right of way will be dedicated through the project platting and there will be no long-term direct city costs.

Summary

Table 4 provides a summary of the assessable roadway improvement area charges developed in this study.

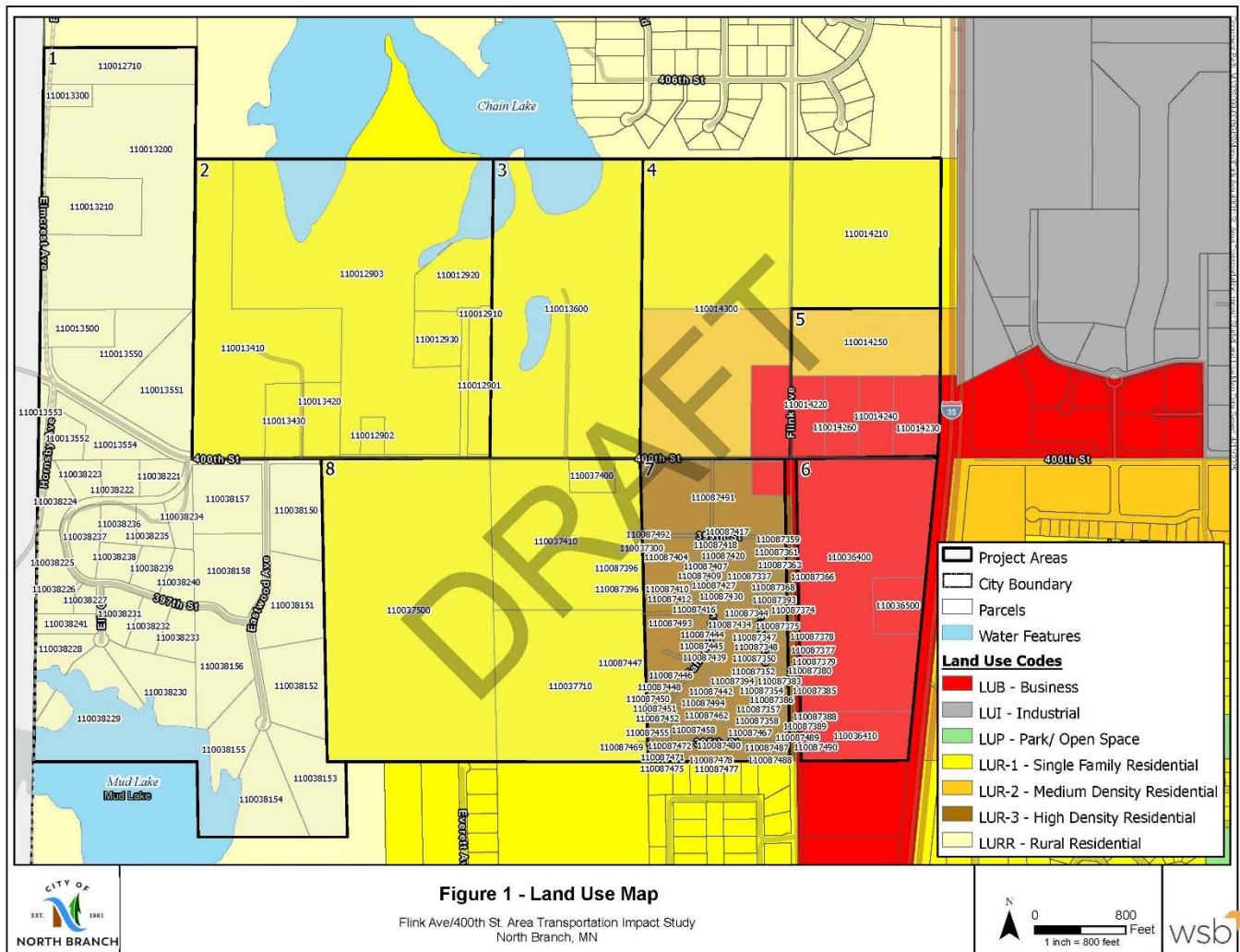
Table 4 - Area Charge Summary (2025-dollar values)

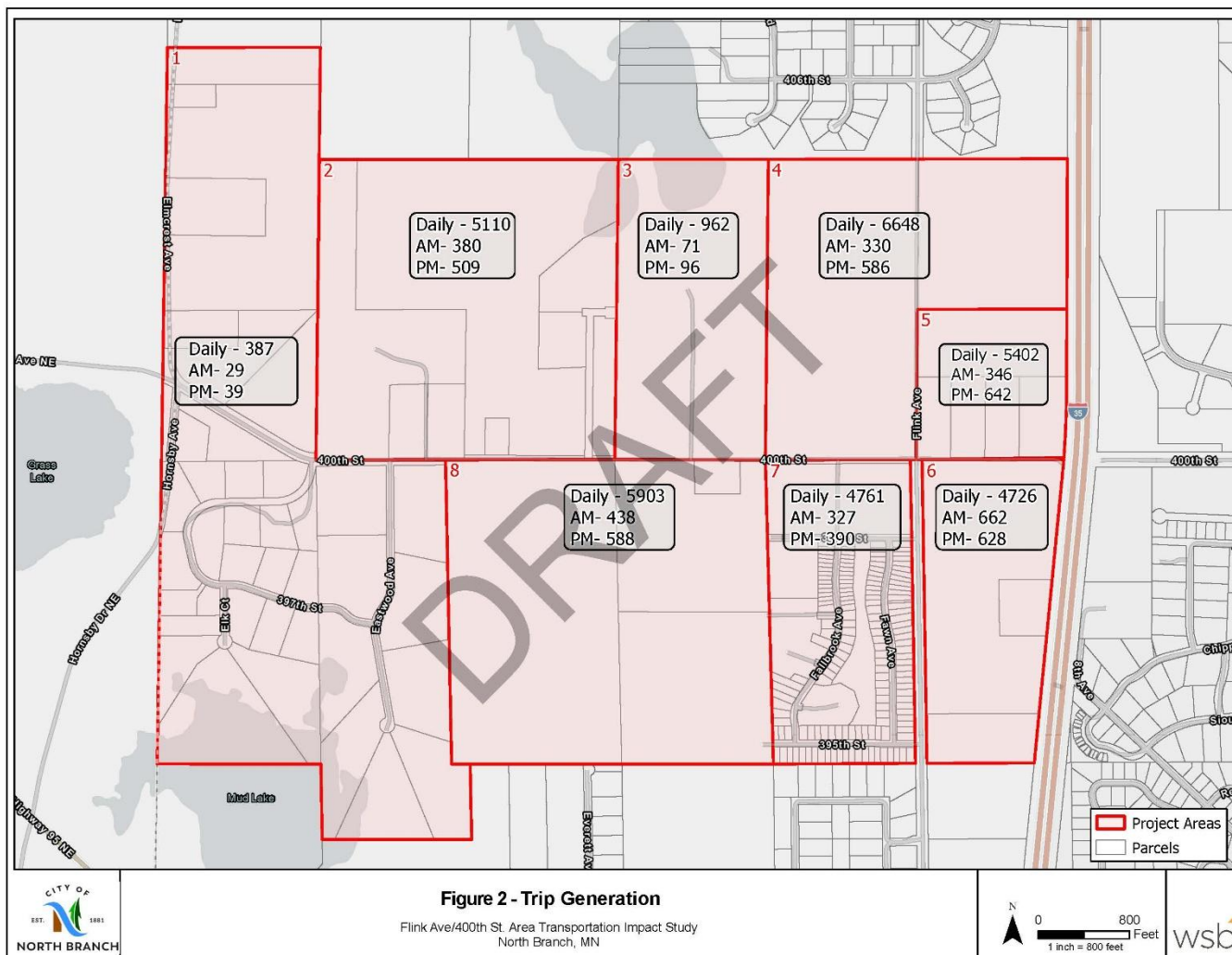
Travel Shed Area	Land Use	Total Project Cost	Developable Acres	% of Intersection Traffic	Area Charge	Cost/Sq Ft
1	Rural Residential	\$1,795,580	210.40	1.1%	\$19,887.23	\$0.0022
2	Single Family Residential		142.62	14.5%	\$260,904.68	\$0.0420
3	Single Family Residential		64.96	3.4%	\$60,188.51	\$0.0213
4	Single Family/ Medium Density Residential/ Business		119.00	21.9%	\$394,056.95	\$0.0760
5	Medium Density Residential/ Business		39.55	13.4%	\$240,227.23	\$0.1394
6	Business		66.72	3.9%	\$69,934.57	\$0.0241
7	Medium Density Residential/ Business		60.20	10.7%	\$192,287.15	\$0.0733
8	Single Family Residential		178.92	16.8%	\$301,271.81	\$0.0387
Outside Travel Shed Area			N/A	14.3%	\$256,821.87	N/A
Total			882.37	100.0%	\$1,795,580.00	

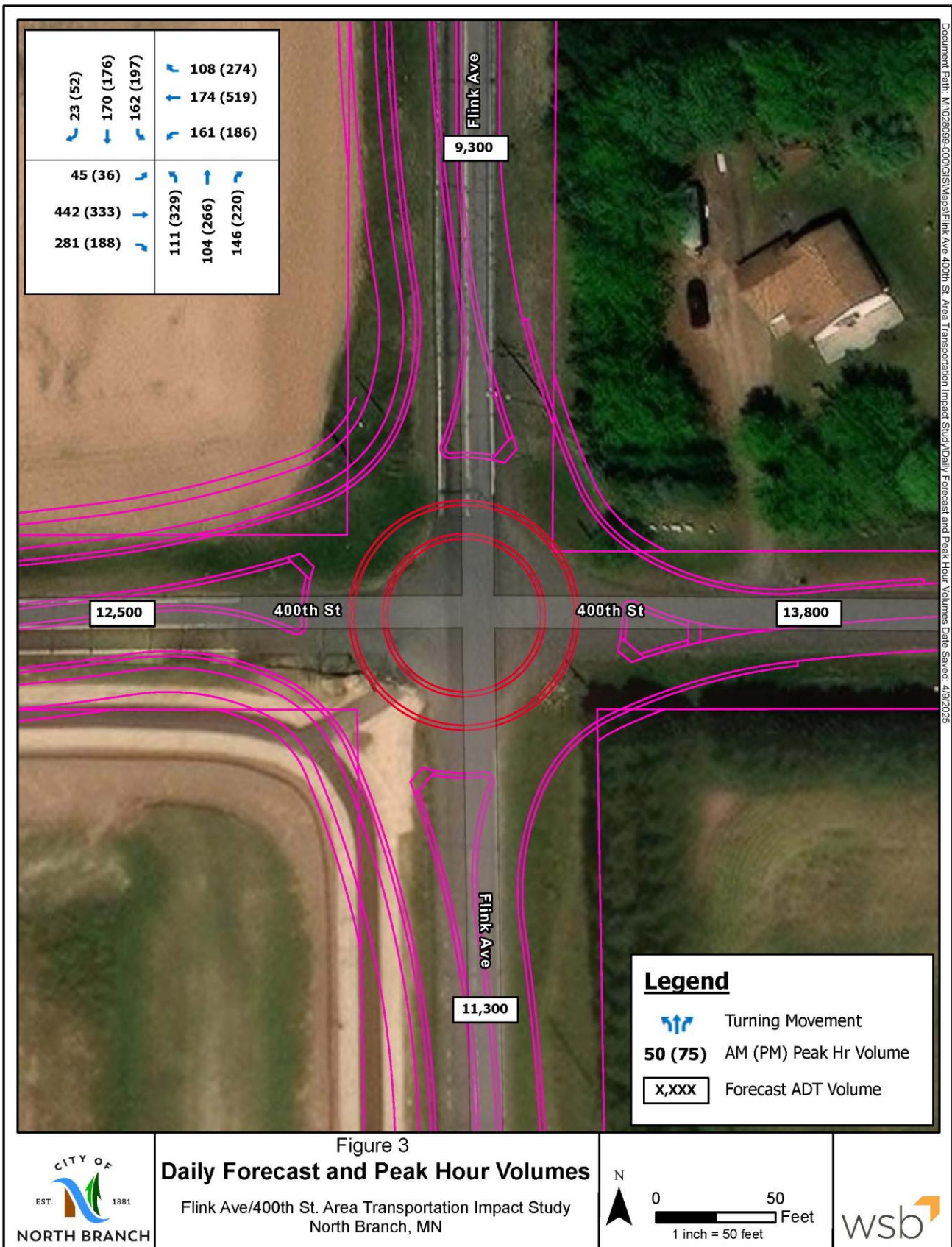


Appendix A

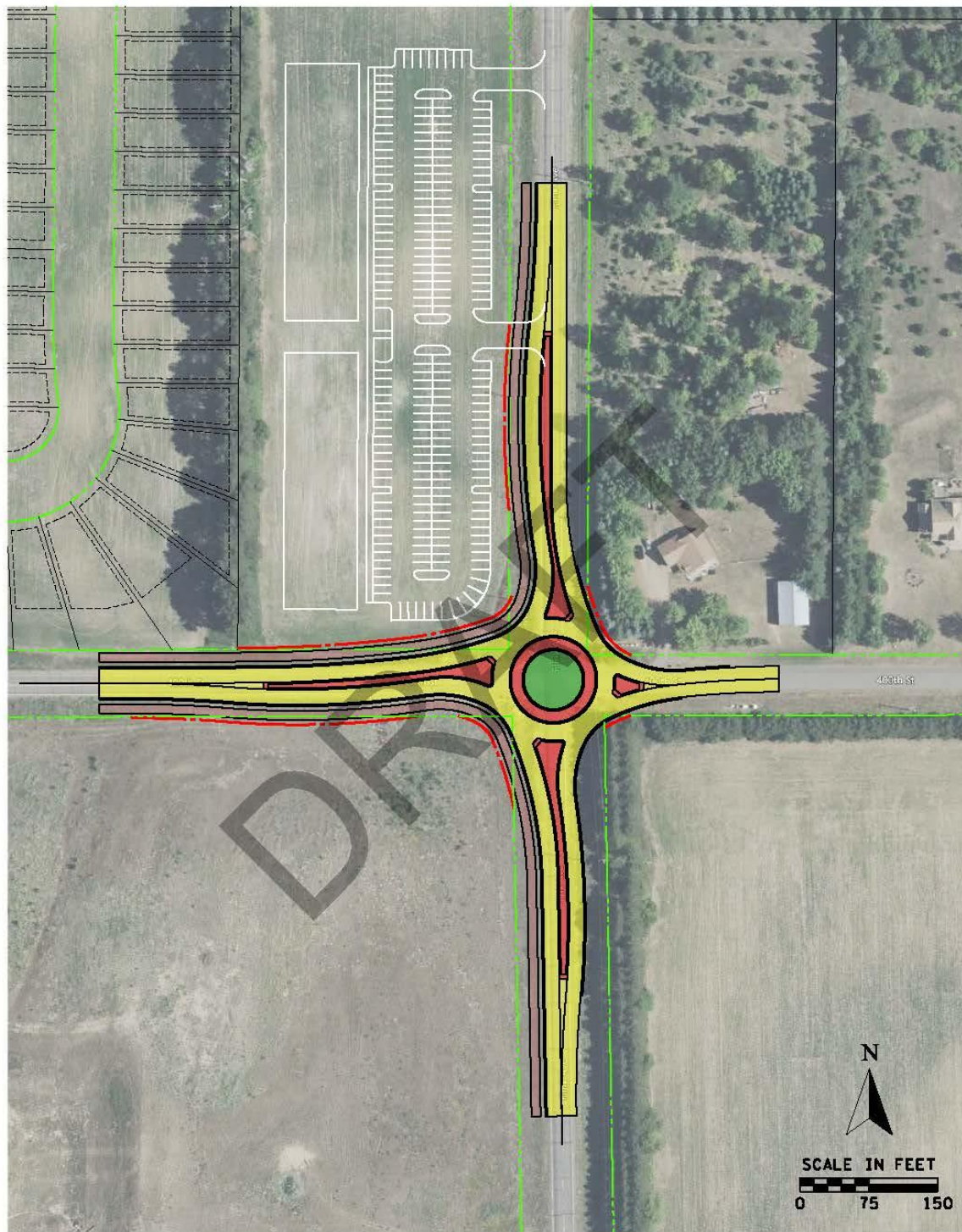
Figures







4/1/2025
 438 Filename: Projects\Minnesota\028099-000\05_Discipline\Roadway\Exhibits\028099-000_Project_Layout_2025.DAT



400th Street at Flink Avenue Improvements
 City of North Branch, Minnesota

Figure 4
Project Layout



Appendix B

Opinion of Probable Cost

OPINION OF PROBABLE COST					
<i>WSB Project:</i> 400th Street and Flink Avenue <i>Project Location:</i> City of North Branch <i>WSB Project No.:</i> 028099-000 <i>Date:</i> 4/11/2025					
Item No.	Description	Unit	Unit Price	Estimated Quantity	Estimated Cost
2021.501	MOBILIZATION	LUMP SUM	\$62,500.00	1	\$62,500.00
2101.502	CLEARING	EACH	\$300.00	15	\$4,500.00
2101.502	GRUBBING	EACH	\$300.00	15	\$4,500.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$3.00	200	\$600.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.50	6200	\$15,500.00
2106.507	EXCAVATION - COMMON	CU YD	\$16.00	2400	\$38,400.00
2106.507	EXCAVATION - SUBGRADE	CU YD	\$16.00	4400	\$70,400.00
2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$32.00	4400	\$140,800.00
2106.507	COMMON EMBANKMENT (CV)	CU YD	\$10.00	1200	\$12,000.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$32.00	2300	\$73,600.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	\$80.00	1350	\$108,000.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$85.00	1750	\$148,750.00
2501.502	18" RC PIPE APRON	EACH	\$1,000.00	4.0	\$4,000.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$60.00	450	\$27,000.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	\$65.00	160	\$10,400.00
2506.502	CASTING ASSEMBLY	EACH	\$1,100.00	15	\$16,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	\$500.00	120	\$60,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	\$750.00	60.0	\$45,000.00
2521.518	4" CONCRETE WALK	SQ FT	\$5.50	7500	\$41,250.00
2521.518	6" CONCRETE WALK	SQ FT	\$8.00	750	\$6,000.00
2521.518	7" CONCRETE WALK	SQ FT	\$15.00	3100	\$46,500.00
2521.518	3" BITUMINOUS WALK	SQ FT	\$3.00	18000	\$54,000.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	\$25.00	4400	\$110,000.00
2531.503	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	\$36.00	305	\$10,980.00
2545.502	LIGHTING UNIT TYPE 9-30	EACH	\$3,500.00	12	\$42,000.00
2545.502	LIGHT FOUNDATION DESIGN E	EACH	\$1,200.00	12	\$14,400.00
2545.502	SERVICE CABINET "TYPE L1	EACH	\$6,000.00	1	\$6,000.00
2545.502	SERVICE EQUIPMENT	EACH	\$1,500.00	1	\$1,500.00
2545.502	EQUIPMENT PAD B	EACH	\$1,200.00	1	\$1,200.00
2545.503	1.5" NON-METALLIC CONDUIT	LIN FT	\$4.50	1200	\$5,400.00
2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	\$1.50	3600	\$5,400.00
2563.601	TRAFFIC CONTROL	LUMP SUM	\$25,000.00	1	\$25,000.00
2564.518	SIGN PANELS TYPE C	SQ FT	\$15.00	350	\$5,250.00
2573.503	SILT FENCE, TYPE MS	LIN FT	\$2.00	4500	\$9,000.00
2574.508	FERTILIZER TYPE 3	POUND	\$1.00	1500	\$1,500.00
2575.505	SEEDING	ACRE	\$1,500.00	1	\$1,500.00
2575.508	SEED MIXTURE 25-121	POUND	\$5.00	600	\$3,000.00
2575.508	HYDRAULIC STABILIZED FIBER MATRIX	POUND	\$1.50	2000	\$3,000.00
2582.503	24" SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	\$24.00	200	\$4,800.00
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	LIN FT	\$4.00	800	\$3,200.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	\$2.00	1200	\$2,400.00
2582.503	12" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	\$30.00	120	\$3,600.00
2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	\$15.00	350	\$5,250.00
ROADWAY TOTAL					\$1,254,580.00
10% CONTINGENCY					\$126,000.00
ROADWAY CONSTRUCTION TOTAL					\$1,380,580.00
INDIRECT COSTS (30%)					\$415,000.00
PROJECT TOTAL					\$1,795,580.00



Appendix C

Trip Generation

Table C.1 Area 1 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen
LURR	Single Family Homes	110038234	2.53	9.44	0.707	0.951
		110038233	2.89	9.44	0.707	0.951
		110038157	8.5	9.44	0.707	0.951
		110038226	1.8	9.44	0.707	0.951
		110013300	2	9.44	0.707	0.951
		110038152	9.52	9.44	0.707	0.951
		110013550	10.38	9.44	0.707	0.951
		110038236	2.5	9.44	0.707	0.951
		110038224	2.5	9.44	0.707	0.951
		110013200	49.25	9.44	0.707	0.951
		110038300	41.98	9.44	0.707	0.951
		110038223	2.5	9.44	0.707	0.951
		110038235	2.5	9.44	0.707	0.951
		110038229	18.79	9.44	0.707	0.951
		110038239	2.5	9.44	0.707	0.951
		110038238	2.51	9.44	0.707	0.951
		110038237	3.37	9.44	0.707	0.951
		110013551	12.05	9.44	0.707	0.951
		110013500	5	9.44	0.707	0.951
		110038230	9.68	9.44	0.707	0.951
		110038241	2.16	9.44	0.707	0.951
		110038150	8.56	9.44	0.707	0.951
		110038225	3.07	9.44	0.707	0.951
		110013552	2.51	9.44	0.707	0.951
		110038232	2.79	9.44	0.707	0.951
		110012710	10	9.44	0.707	0.951
		110038222	2.5	9.44	0.707	0.951
		110013554	5	9.44	0.707	0.951
		110038240	2.5	9.44	0.707	0.951
		110038227	1.07	9.44	0.707	0.951
		110038154	9.96	9.44	0.707	0.951
		110038231	2.91	9.44	0.707	0.951
		110038153	9.93	9.44	0.707	0.951
		110038221	2.5	9.44	0.707	0.951
		110038228	4.8	9.44	0.707	0.951
		110038155	9.55	9.44	0.707	0.951
		110038151	9.33	9.44	0.707	0.951
		110013210	10.16	9.44	0.707	0.951
		110038158	9.01	9.44	0.707	0.951
		110013553	1.07	9.44	0.707	0.951
		110038156	9.26	9.44	0.707	0.951
		Total	311.4	387	29	39

Table C.2 Area 2 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen	Estimated Homes (3.5/acre)
LUR-1	Single Family Homes	110012902	1.57	47	4	5	5
		110012920	8.91	292	22	29	31
		110013420	5	170	13	17	18
		110012910	2.43	85	6	8	9
		110037410	37.44	1235	92	123	131
		110013430	4.99	160	12	16	17
		110012930	4.63	151	11	15	16
		110012903	84.44	2791	207	278	296
		110012901	5.5	179	13	18	19
		Total	154.9	5110	380	509	542

Table C.3 Area 3 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen
LUR-1	Single Family Home	110013600	79.38	962	71	96
		Total	79.4	962	71	96

Table C.4 Area 4 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen
LUR-1/LUR-2/ LUB	Single Family Home	110014300	79.51	5252	226	447
LUR-1	Single Family Home	110014210	39.49	1396	104	139
		Total	119.0	6648	330	586

Table C.5 Area 5 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen	SF (assumed FAR 15%)
LUB	Commercial	110014240	5	1779	77	215	32670
		110014260	5	1779	77	215	32670
		110014230	6.79	481	67	64	44366
		110014220	5	354	50	47	32670
LUR-2	Single Family Home	110014250	17.76	1009	75	101	107
		Total	39.6	5402	346	642	142483

Table C.6 Area 6 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen	SF (assumed FAR 15%)	KSF
LUB	Commercial	110036400	52.16	3694	518	491	340813	340.813
		110036410	9.58	679	95	90	62596	62.596
		110036500	4.98	353	49	47	32539	32.539
		Total	66.7	4726	662	628	435948	436

Table C.7 Area 7 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen
LUR3/ LUB	Single Family Homes/ Town Homes/ Apartments/ Assisted Living/ Gas Station	110087330	0.18	8.56	0.636	0.831
		110087331	0.12	8.56	0.636	0.831
		110087332	0.12	8.56	0.636	0.831
		110087333	0.14	8.56	0.636	0.831
		110087334	0.14	8.56	0.636	0.831
		110087335	0.13	8.56	0.636	0.831
		110087336	0.13	8.56	0.636	0.831
		110087337	0.13	8.56	0.636	0.831
		110087338	0.13	8.56	0.636	0.831
		110087339	0.13	8.56	0.636	0.831
		110087340	0.13	8.56	0.636	0.831
		110087341	0.13	8.56	0.636	0.831
		110087342	0.15	8.56	0.636	0.831
		110087343	0.22	8.56	0.636	0.831
		110087344	0.19	8.56	0.636	0.831
		110087345	0.19	8.56	0.636	0.831
		110087346	0.19	8.56	0.636	0.831
		110087347	0.19	8.56	0.636	0.831
		110087348	0.19	8.56	0.636	0.831
		110087349	0.18	8.56	0.636	0.831
		110087350	0.18	8.56	0.636	0.831
		110087351	0.18	8.56	0.636	0.831
		110087352	0.18	8.56	0.636	0.831
		110087353	0.18	8.56	0.636	0.831
		110087354	0.18	8.56	0.636	0.831
		110087355	0.19	8.56	0.636	0.831
		110087356	0.19	8.56	0.636	0.831
		110087357	0.18	8.56	0.636	0.831
		110087358	0.19	8.56	0.636	0.831
		110087359	0.21	8.56	0.636	0.831
		110087360	0.16	8.56	0.636	0.831
		110087361	0.16	8.56	0.636	0.831
		110087362	0.17	8.56	0.636	0.831
		110087363	0.18	8.56	0.636	0.831
		110087364	0.18	8.56	0.636	0.831
		110087365	0.19	8.56	0.636	0.831
		110087366	0.19	8.56	0.636	0.831
		110087367	0.19	8.56	0.636	0.831
		110087368	0.2	8.56	0.636	0.831
		110087369	0.2	8.56	0.636	0.831
		110087370	0.25	8.56	0.636	0.831
		110087371	0.26	8.56	0.636	0.831
		110087372	0.25	8.56	0.636	0.831
		110087373	0.29	8.56	0.636	0.831
		110087374	0.23	8.56	0.636	0.831
		110087375	0.22	8.56	0.636	0.831
		110087376	0.21	8.56	0.636	0.831
		110087377	0.21	8.56	0.636	0.831
		110087378	0.24	8.56	0.636	0.831
		110087379	0.19	8.56	0.636	0.831
		110087380	0.19	8.56	0.636	0.831
		110087381	0.19	8.56	0.636	0.831
		110087382	0.19	8.56	0.636	0.831
		110087383	0.19	8.56	0.636	0.831
		110087384	0.19	8.56	0.636	0.831
		110087385	0.23	8.56	0.636	0.831
		110087386	0.2	8.56	0.636	0.831
		110087387	0.2	8.56	0.636	0.831
		110087388	0.19	8.56	0.636	0.831
		110087389	0.19	8.56	0.636	0.831
		110087390	0.19	8.56	0.636	0.831
		110087391	0.19	8.56	0.636	0.831
		110087392	0.25	8.56	0.636	0.831
		110087393	0.1	8.56	0.636	0.831
		110087394	6.32			
		110087396	5			
		110087401	0.15	8.56	0.636	0.831
		110087402	0.12	8.56	0.636	0.831
		110087403	0.12	8.56	0.636	0.831
		110087404	0.11	8.56	0.636	0.831
		110087405	0.11	8.56	0.636	0.831
		110087406	0.11	8.56	0.636	0.831
		110087407	0.11	8.56	0.636	0.831
		110087408	0.1	8.56	0.636	0.831
		110087409	0.1	8.56	0.636	0.831
		110087410	0.1	8.56	0.636	0.831
		110087411	0.1	8.56	0.636	0.831
		110087412	0.11	8.56	0.636	0.831
		110087413	0.11	8.56	0.636	0.831
		110087414	0.11	8.56	0.636	0.831
		110087415	0.11	8.56	0.636	0.831

LUR3/ LUB	Single Family Homes/ Toen Homes/ Apartments/ Assisted Living/ Gas Station	110087416	0.2	8.56	0.636	0.831
		110087417	0.13	8.56	0.636	0.831
		110087418	0.1	8.56	0.636	0.831
		110087419	0.1	8.56	0.636	0.831
		110087420	0.1	8.56	0.636	0.831
		110087421	0.1	8.56	0.636	0.831
		110087422	0.1	8.56	0.636	0.831
		110087423	0.11	8.56	0.636	0.831
		110087424	0.11	8.56	0.636	0.831
		110087425	0.11	8.56	0.636	0.831
		110087426	0.1	8.56	0.636	0.831
		110087427	0.1	8.56	0.636	0.831
		110087428	0.1	8.56	0.636	0.831
		110087429	0.1	8.56	0.636	0.831
		110087430	0.1	8.56	0.636	0.831
		110087431	0.1	8.56	0.636	0.831
		110087432	0.15	8.56	0.636	0.831
		110087433	0.23	8.56	0.636	0.831
		110087434	0.18	8.56	0.636	0.831
		110087435	0.19	8.56	0.636	0.831
		110087436	0.2	8.56	0.636	0.831
		110087437	0.2	8.56	0.636	0.831
		110087438	0.19	8.56	0.636	0.831
		110087439	0.18	8.56	0.636	0.831
		110087440	0.18	8.56	0.636	0.831
		110087441	0.18	8.56	0.636	0.831
		110087442	0.25	8.56	0.636	0.831
		110087443	0.24	8.56	0.636	0.831
		110087444	0.23	8.56	0.636	0.831
		110087445	0.33	8.56	0.636	0.831
		110087446	0.2	8.56	0.636	0.831
		110087447	0.44	8.56	0.636	0.831
		110087448	0.38	8.56	0.636	0.831
		110087449	0.32	8.56	0.636	0.831
		110087450	0.33	8.56	0.636	0.831
		110087451	0.27	8.56	0.636	0.831
		110087452	0.25	8.56	0.636	0.831
		110087453	0.19	8.56	0.636	0.831
		110087454	0.15	8.56	0.636	0.831
		110087455	0.15	8.56	0.636	0.831
		110087456	0.22	8.56	0.636	0.831
		110087457	0.18	8.56	0.636	0.831
		110087458	0.15	8.56	0.636	0.831
		110087459	0.19	8.56	0.636	0.831
		110087460	0.18	8.56	0.636	0.831
		110087461	0.18	8.56	0.636	0.831
		110087462	0.15	8.56	0.636	0.831
		110087463	0.18	8.56	0.636	0.831
		110087464	0.16	8.56	0.636	0.831
		110087465	0.16	8.56	0.636	0.831
		110087466	0.18	8.56	0.636	0.831
		110087467	0.15	8.56	0.636	0.831
		110087468	0.22	8.56	0.636	0.831
		110087469	0.2	8.56	0.636	0.831
		110087470	0.21	8.56	0.636	0.831
		110087471	0.18	8.56	0.636	0.831
		110087472	0.18	8.56	0.636	0.831
		110087473	0.21	8.56	0.636	0.831
		110087474	0.18	8.56	0.636	0.831
		110087475	0.18	8.56	0.636	0.831
		110087476	0.21	8.56	0.636	0.831
		110087477	0.18	8.56	0.636	0.831
		110087478	0.18	8.56	0.636	0.831
		110087479	0.18	8.56	0.636	0.831
		110087480	0.18	8.56	0.636	0.831
		110087481	0.18	8.56	0.636	0.831
		110087482	0.23	8.56	0.636	0.831
		110087483	0.2	8.56	0.636	0.831
		110087484	0.18	8.56	0.636	0.831
		110087485	0.17	8.56	0.636	0.831
		110087486	0.2	8.56	0.636	0.831
		110087487	0.17	8.56	0.636	0.831
		110087488	0.17	8.56	0.636	0.831
		110087489	0.2	8.56	0.636	0.831
		110087490	0.25	8.56	0.636	0.831
		110087501	0.18	8.56	0.636	0.831
		110087502	0.1	8.56	0.636	0.831
		110087503	0.1	8.56	0.636	0.831
		110087504	0.1	8.56	0.636	0.831
		110087505	0.1	8.56	0.636	0.831
		110087506	0.1	8.56	0.636	0.831

LUR3/ LUB	Single Family Homes/ Toen Homes/ Apartments/ Assisted Living/ Gas Station	110087507	0.1	8.56	0.636	0.831
		110087508	0.1	8.56	0.636	0.831
		110087509	0.1	8.56	0.636	0.831
		110087510	0.1	8.56	0.636	0.831
		110087511	0.22	8.56	0.636	0.831
		110087512	0.22	8.56	0.636	0.831
		110087513	0.22	8.56	0.636	0.831
		110087514	0.22	8.56	0.636	0.831
		110087515	0.22	8.56	0.636	0.831
		110087516	0.23	8.56	0.636	0.831
		110087517	0.26	8.56	0.636	0.831
		110087518	0.21	8.56	0.636	0.831
		110087519	0.28	8.56	0.636	0.831
		110087520	0.26	8.56	0.636	0.831
		110087521	0.29	8.56	0.636	0.831
		110087522	0.4	8.56	0.636	0.831
		110087523	0.27	8.56	0.636	0.831
		110087524	0.37	8.56	0.636	0.831
		110087525	0.28	8.56	0.636	0.831
		110087526	0.19	8.56	0.636	0.831
		110087527	0.24	8.56	0.636	0.831
		110087528	0.33	8.56	0.636	0.831
		110087529	0.26	8.56	0.636	0.831
		110087530	0.25	8.56	0.636	0.831
		110087531	0.21	8.56	0.636	0.831
		110087532	0.26	8.56	0.636	0.831
		110087533	0.26	8.56	0.636	0.831
		110087534	0.26	8.56	0.636	0.831
		110087535	0.28	8.56	0.636	0.831
		110087536	0.19	8.56	0.636	0.831
		110087537	0.19	8.56	0.636	0.831
		110087538	0.18	8.56	0.636	0.831
		110087539	0.18	8.56	0.636	0.831
		110087540	0.23	8.56	0.636	0.831
		110087541	0.11	8.56	0.636	0.831
		110087551	0.05	11.77	0.91	0.82
		110087552	0.05	11.77	0.91	0.82
		110087553	0.05	11.77	0.91	0.82
		110087554	0.05	11.77	0.91	0.82
		110087555	0.05	11.77	0.91	0.82
		110087556	0.05	11.77	0.91	0.82
		110087557	0.05	11.77	0.91	0.82
		110087558	0.05	11.77	0.91	0.82
		110087559	0.05	11.77	0.91	0.82
		110087560	0.05	11.77	0.91	0.82
		110087561	0.05	11.77	0.91	0.82
		110087562	0.05	11.77	0.91	0.82
		110087563	0.05	11.77	0.91	0.82
		110087564	0.05	11.77	0.91	0.82
		110087565	0.05	11.77	0.91	0.82
		110087566	0.05	11.77	0.91	0.82
		110087567	0.05	11.77	0.91	0.82
		110087568	0.05	11.77	0.91	0.82
		110087569	0.05	11.77	0.91	0.82
		110087570	0.05	11.77	0.91	0.82
		110087571	0.05	11.77	0.91	0.82
		110087572	0.05	11.77	0.91	0.82
		110087573	0.05	11.77	0.91	0.82
		110087574	0.05	11.77	0.91	0.82
		110087575	0.05	11.77	0.91	0.82
		110087576	0.05	11.77	0.91	0.82
		110087577	0.05	11.77	0.91	0.82
		110087578	0.05	11.77	0.91	0.82
		110087579	0.05	11.77	0.91	0.82
		110087580	0.05	11.77	0.91	0.82
		110087581	0.05	11.77	0.91	0.82
		110087582	0.05	11.77	0.91	0.82
		110087583	0.05	11.77	0.91	0.82
		110087584	0.05	11.77	0.91	0.82
		110087585	0.05	11.77	0.91	0.82
		110087586	0.05	11.77	0.91	0.82
		110087587	0.05	11.77	0.91	0.82
		110087588	0.05	11.77	0.91	0.82
		110087589	0.05	11.77	0.91	0.82
		110087590	0.05	11.77	0.91	0.82
		110087591	0.05	11.77	0.91	0.82
		110087592	0.05	11.77	0.91	0.82
		110087593	0.05	11.77	0.91	0.82
		110087594	0.05	11.77	0.91	0.82
		110087595	3.38			
		110087597	0.63			

LUR3/ LUB	Single Family Homes/ Toen Homes/ Apartments/ Assisted Living/ Gas Station	110087598	1.08			
		110087599	1.94	20.54	125	140
		110087601	0.06	7.22	0.528	0.722
		110087602	0.05	7.22	0.528	0.722
		110087603	0.05	7.22	0.528	0.722
		110087604	0.05	7.22	0.528	0.722
		110087605	0.05	7.22	0.528	0.722
		110087606	0.05	7.22	0.528	0.722
		110087607	0.05	7.22	0.528	0.722
		110087608	0.05	7.22	0.528	0.722
		110087609	0.05	7.22	0.528	0.722
		110087610	0.05	7.22	0.528	0.722
		110087611	0.05	7.22	0.528	0.722
		110087612	0.05	7.22	0.528	0.722
		110087613	0.05	7.22	0.528	0.722
		110087614	0.05	7.22	0.528	0.722
		110087615	0.05	7.22	0.528	0.722
		110087616	0.05	7.22	0.528	0.722
		110087617	0.05	7.22	0.528	0.722
		110087618	0.05	7.22	0.528	0.722
		110087619	0.05	7.22	0.528	0.722
		110087620	0.05	7.22	0.528	0.722
		110087621	0.05	7.22	0.528	0.722
		110087622	0.05	7.22	0.528	0.722
		110087623	0.05	7.22	0.528	0.722
		110087624	0.05	7.22	0.528	0.722
		110087625	0.05	7.22	0.528	0.722
		110087626	0.05	7.22	0.528	0.722
		110087627	0.05	7.22	0.528	0.722
		110087628	0.05	7.22	0.528	0.722
		110087629	0.05	7.22	0.528	0.722
		110087630	0.05	7.22	0.528	0.722
		110087631	0.05	7.22	0.528	0.722
		110087632	0.05	7.22	0.528	0.722
		110087633	0.05	7.22	0.528	0.722
		110087634	0.05	7.22	0.528	0.722
		110087635	0.05	7.22	0.528	0.722
		110087636	0.05	7.22	0.528	0.722
		110087637	0.05	7.22	0.528	0.722
		110087638	0.05	7.22	0.528	0.722
		110087639	0.05	7.22	0.528	0.722
		110087640	0.05	7.22	0.528	0.722
		110087641	0.05	7.22	0.528	0.722
		110087642	0.05	7.22	0.528	0.722
		110087643	0.05	7.22	0.528	0.722
		110087644	0.05	7.22	0.528	0.722
		110087645	0.05	7.22	0.528	0.722
		110087646	0.05	7.22	0.528	0.722
		110087647	0.05	7.22	0.528	0.722
		110087648	0.05	7.22	0.528	0.722
		110087649	0.05	7.22	0.528	0.722
		110087650	0.05	7.22	0.528	0.722
		110087651	0.05	7.22	0.528	0.722
		110087652	0.05	7.22	0.528	0.722
		110087653	0.05	7.22	0.528	0.722
		110087654	0.05	7.22	0.528	0.722
		110087655	0.05	7.22	0.528	0.722
		110087656	0.05	7.22	0.528	0.722
		110087657	0.05	7.22	0.528	0.722
		110087658	0.05	7.22	0.528	0.722
		110087659	0.05	7.22	0.528	0.722
		110087660	0.05	7.22	0.528	0.722
		110087661	0.05	7.22	0.528	0.722
		110087662	0.05	7.22	0.528	0.722
		110087663	0.05	7.22	0.528	0.722
		110087664	0.05	7.22	0.528	0.722
		110087665	0.05	7.22	0.528	0.722
		110087666	0.05	7.22	0.528	0.722
		110087667	0.05	7.22	0.528	0.722
		110087668	0.05	7.22	0.528	0.722
		110087669	0.05	7.22	0.528	0.722
		110087670	0.05	7.22	0.528	0.722
		110087671	0.05	7.22	0.528	0.722
		110087672	0.05	7.22	0.528	0.722
		Total	60.2	4761	327	390

Table C.8 Area 8 Trips per Parcel

Land Use Code	Land Use Desc	Parcel ID	Acres	Daily Trip Gen	AM Peak Trip Gen	PM Peak Trip Gen	Estimated Homes (3.5/acre)
LUR-1	Single Family Homes	110013410	44.66	1471	109	147	156
		110037400	2.76	94	7	9	10
		110037500	90.99	2999	223	299	318
		110037710	40.51	1339	99	133	142
		Total	178.9	5903	438	588	626



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 05/21/2026

Board & Commission: City Council

Subject: Approve Massage Business License - Laughing Waters Spa, LLC

Background Information:

An application for a Massage Business License from Laughing Waters Spa, LLC by Stacey Wynter. All pertinent information was submitted, and a complete background was completed, supporting documentation and applicable fees. The business will be operating from 6580 381st Street, North Branch, MN 55056.

Requested City Council Action:

Council to approve the Massage Business License submitted by Laughing Waters Spa, LLC by Stacey Wynter.

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):

Laughing Waters Spa LLC
6580 381st St
Laughing Waters Spa LLC
Other: LLO

LOCATION INFORMATION

Legal Description:

Address:

Phone:

Alternate Phone or Email:

Mobile
6580 381st St North Branch MN 55056

In the past five (5) years, have you (as an individual, or as part of a corporation, partnership, association) been denied a license, or had a license suspended or revoked, to conduct a like or similar activity in any other City or State, not including North Branch?

No

PARTNER/OFFICER INFORMATION

Name:

Home Address:

Mailing Address:

Phone Number:

Alternate Phone or Email:

Date of Birth:

Stacey Wynter
6580 381st St North Branch mn
6580 381st St North Branch mn
49
5 57

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?

Yes Bloomington mn

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

PARTNERSHIP INFORMATION

General Partner Name: _____

Limited Partner Name: _____

CORPORATION INFORMATION

General Manager Name: _____

Corporate Officer Name: _____

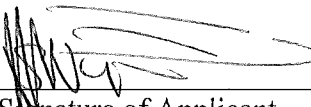
Proprietor Name: _____

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.

05/20/2026
Date


Signature of Applicant

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.

STACEY ANN WYNTER
FULL NAME (PRINTED)

DATE OF BIRTH


SIGNATURE (authorizing release)

DRIVERS LICENSE NUMBER

08/20/2026
DATE SIGNED



NORTH BRANCH

CERTIFICATION OF COMPLIANCE WITH THE MINNESOTA WORKERS' COMPENSATION LAW

Name Wynter Stacey Ann
Print last name, first name, and middle name.

Doing Business As Laughing Waters Spa LLC
Print full business name, if different than your name.

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

Address 6580 381st St North Branch Mn 55056
Print street address or route number. City or town name. State Zip Code

Business Telephone No. --- **Home Telephone No.** ()

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

Workers' Compensation Insurance Company Name ---
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: [Signature] **Date** 05/20/2026



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: Renewed
LICENSING AUTHORITY: City of North Branch, Chisago County, Minnesota
LICENSE RENEWAL DATE: Post Due

PERSONAL INFORMATION (If applicable):

Applicant's Name Stacey Ann Wynter
Applicant's Address 6580 381st St North Branch mn 55056
City State Zip
Social Security Number: _____

BUSINESS INFORMATION (If applicable):

Business Name Laughing Works spa
Business Address 6580 381st St N. Branch 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.

[Signature] owner 09/20/2026
Signature Position (Officer, Partner, etc.) Date



NORTH BRANCH

APPLICATION FOR LICENSE INVOLVING PRIVATE OR CONFIDENTIAL INFORMATION (Tennessen 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: _____



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 05/21/2026

Board & Commission: City Council

Subject: Approve Massage Therapist License - Stacey Wynter

Background Information:

An application for a Massage Therapist License was submitted by Stacey Ann Wynter at Laughing Water Spa, LLC located at 6580 381st Street, North Branch, MN 55056. A complete background was completed, supporting documentation and applicable fees have been received.

Recommendation:

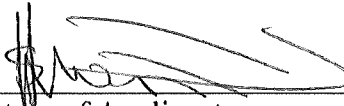
Council to approve the Massage Therapist License for Stacey Ann Wynter at Laughing Water Spa, LLC located at 6580 381st Street, North Branch, MN 55056.

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.

05/20/20 26
Date


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.

Stacey Ann Wynter
FULL NAME (PRINTED)

DATE OF BIRTH

[Signature]
SIGNATURE (authorizing release)

DRIVERS LICENSE NUMBER

05/20/2026
DATE SIGNED



CERTIFICATION OF COMPLIANCE WITH THE MINNESOTA WORKERS' COMPENSATION LAW

Name Wyler Stacey Ann
Print last name, first name, and middle name.

Doing Business As _____
Print full business name, if different than your name.

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

Address _____
Print street address or route number. City or town name. State Zip Code

Business Telephone No. (____) _____ Home Telephone No. (____) _____

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

Workers' Compensation Insurance Company Name _____
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: _____ Date _____



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: Renewed
LICENSING AUTHORITY: City of North Branch, Chisago County, Minnesota
LICENSE RENEWAL DATE: Past Due

PERSONAL INFORMATION (If applicable):

Applicant's Name Stacey Ann Wynter
Applicant's Address 6580 381st St North Branch MN 55056
State Zip
Social Security Number: _____

BUSINESS INFORMATION (If applicable):

Business Name Laughing Waters Spa
Business Address 6580 381st St North Branch 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.

[Signature] owner 05/20/2026
Signature Position (Officer, Partner, etc.) Date



**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: _____



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 05/22/2026

Board & Commission: City Council

Subject: Approval of Special Event Permit Application - Agape Grove Healing Initiative Application

Background Information:

Agape Grove Healing Initiative is requesting approval of a special event permit for June 6th from 9 am-4 pm at Riverwalk Park. Agape Grove Healing Initiative is hosting their 1st annual Healing Initiative Fair, a collaborative of holistic and health-focused roots joining together with the mission to heal our communities with generational impact. They have provided a map showing where tables and garbage cans will go, along with parking. They have also provided locations for signage.

1. The applicant is required to set up and clean up the event as approved on the special event permit application.
2. The applicant has provided the city with a certificate of insurance for this event.
3. The event shall not include any activities not identified on the Special Event Application.
4. The special event application is approved by the City Administrator, Public Works, Police, Parks and Fire Department.

Requested Action:

To recommend approval of the Agape Grove Healing Initiative Application.

Voting Requirements:

Voting Options Simple Majority



CITY OF NORTH BRANCH

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION

Group/Organization :	Agape Grove Healing Initiative		
Contact Person:	ERIKA BERIOW		
Address:	-----		
Phone:	-----	Email:	-----

EVENT INFORMATION

Type of Event:	☒ New or Renewal/Change in Application		
Event Name/Title:	Agape Grove Healing Initiative Fair		
Description of Event:	Expo style Fair w/ vendors		
Proposed Location:	Riverwalk Park	Estimated Attendance:	100
Event Date and Time	Date	Time	
Set Up	6/5 - 6/6	5pm - 7am	
Actual Event	6/6	9-4	
Clean Up	6/6	4-7 pm	

EVENT FEATURES

Will any signs/banners be put up? If yes, number and size?	Yes - unsub 4 way of 95/61 4 way on 95 by school
Will there be any inflatables? If yes, provide insurance certificate from rental vendor. Note: No staking is allowed! Must use weights or other.	No corner of 5 on 95
Will there be any entertainment? If yes, what type?	Live acoustic music
Will sound amplification be used? If yes, hours and type:	A small amp.
Will a stage or tent(s) be set up? If yes, Include size and dimensions, Note: No staking is allowed! Must use weights or other.	Yurt & 2 vendor stands
Will merchandise be sold? If yes, a transient merchant license is required from the city. Please include how many vendors:	Yes - 15-20 vendors
Will food be preparer or served on site? If yes, contact Minnesota Department of Health	Yes - Medina
Will alcohol be served? If yes, contact the Minnesota Department of Health.	No
Will there be a fireworks display? If yes, obtain permit from City Hall.	No

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

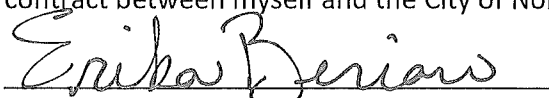
Will event Use, Close or Block any of the following: City Streets or Right-of-Way City Sidewalks or Trails Public Parking Lots or Spaces	<i>Riverwalk Lot</i>
Will event need barricades? If yes, number needed.	<i>No</i>
Will event need water or electric? If yes, please describe.	<i>Nothing more than power @ Bandbox.</i>
Will portable restrooms be needed? If yes, how many.	<i>yes. 2 - We will provide</i>
Will extra trash receptacles be needed? If yes how many? Note: Receptacles placed on pavement must have 2" thick wood material placed underneath receptacle touch points.	<i>No. We will provide</i>
Describe trash removal and cleanup during and after the event.	<i>we will have can @ each end of park as well as small cans @ booths.</i>
Will event need traffic control? If yes, contact North Branch Police Department, 651-674-8848	<i>No.</i>
Describe crowd control procedure to ensure the safety of participants and spectators:	<i>Open layout. No blocked areas.</i>
Will "No Parking Signs" be needed? If yes, how many?	<i>No</i>
Will event need security? If yes, list security company and contact info:	<i>No</i>
Will event need EMS? If yes, contact Lakes Region EMS, 651-277-4911	<i>No</i>
Describe plans to provide first aid if needed:	<i>First aid kit on site. all if necessary.</i>
Describe the Emergency Action Plan if severe weather should arrive:	<i>Cancel if needed.</i>
List any other pertinent information: (Animals, etc.)	<i>We will have a licensed & insured therapy pony on site.</i>

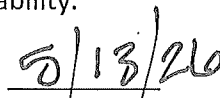
ATTACHMENTS (please attach additional sheets as needed)

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.

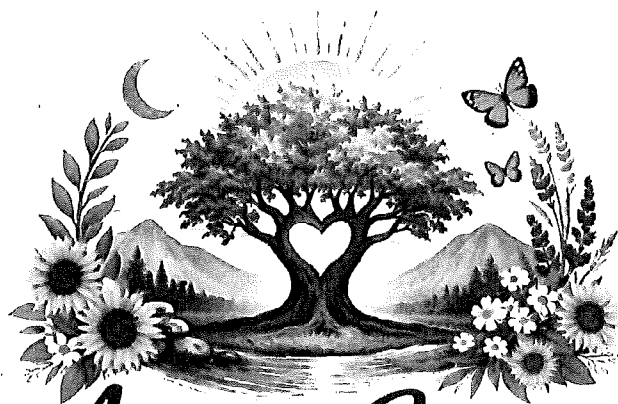

 Signature of Applicant or Authorized Agent


 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	



Agape Grove
INVITES YOU
TO OUR FIRST ANNUAL
HEALING INITIATIVE FAIR

A COLLABORATIVE OF HOLISTIC AND
HEALTH FOCUSED ROOTS JOINING
TOGETHER WITH ONE MISSION-
**TO HEAL OUR COMMUNITIES WITH
GENERATIONAL IMPACT.**

ALL ARE WELCOME!
JOIN US FOR AN AFTERNOON OF HEALING BOOTHS,
PRESENTATIONS, DEMONSTRATIONS, AND LIVE
MUSIC IN THE PARK.

COME GROW WITH US
RIVERWALK PARK
39181 FOREST BLVD,
NORTHBRANCH, MN 55056
OVERFLOW PARKING NEAR CENTRAL
PARK

6.6.2026



A MESSAGE FROM OUR FOUNDER

EVERYWHERE I TURNED, I SAW A NEIGHBOR, A FRIEND, OR A FAMILY MEMBER STRUGGLING. WHETHER IT WAS DIABETES, ARTHRITIS, OR THE WEIGHT OF A NEW DIAGNOSIS, I REALIZED THAT SO MANY IN OUR COMMUNITY WEREN'T JUST SICK—THEY WERE SEARCHING. THEY WERE SEARCHING FOR UNDERSTANDING, FOR RESOURCES, FOR A WAY TO FEEL WHOLE AGAIN AND TO LIVE LIFE WITH CONFIDENCE. I FOUNDED AGAPE GROVE BECAUSE I BELIEVE NO ONE SHOULD HAVE TO NAVIGATE THEIR HEALING JOURNEY ALONE. I ENVISIONED A SANCTUARY—A "GROVE"—WHERE WE COULD GATHER TO SHARE KNOWLEDGE, EXPLORE HOLISTIC HEALTH, AND RECONNECT WITH OUR INNATE, GOD-GIVEN ABILITY TO THRIVE.

MY TEAM AND I ARE A COLLABORATIVE OF PEOPLE WHO SIMPLY LOVE HUMANITY. WE AREN'T JUST HERE TO HOST AN EVENT; WE ARE HERE TO PLANT SEEDS OF HOPE THAT WILL STRENGTHEN FAMILIES TODAY AND IMPACT THE GENERATIONS THAT FOLLOW.

SMALL SHIFTS. BIG IMPACT.

WHETHER YOU ARE LOOKING FOR ANSWERS OR SIMPLY A MOMENT OF PEACE, THERE IS A PLACE FOR YOU HERE.

LET'S GROW TOGETHER.
WE'RE JUST GETTING STARTED.

ROOTED IN AGAPE,
ERIKA BERIOU
FOUNDER & CEO, AGAPE GROVE





Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 05/22/2026

Board & Commission: City Council

Subject: Approval of Special Event Permit Application — J & K Amusements

Background Information:

J&K Amusements has requested approval of a special event permit for the Cartful Carnival Days. The event would include carnival rides, food, and games in the Cartful parking lot located at 5630 St Croix Trail. The event is scheduled to take place on June 5th-7th, 2026, with setup beginning on June 2nd, 2026.

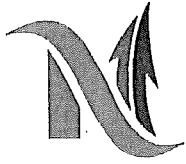
1. The applicant is required to set up and clean up the event as approved on the special event permit application.
2. The applicant has provided the city with a certificate of insurance for this event.
3. The event shall not include any activities not identified on the Special Event Application.
4. The special event application is approved by the City Administrator, Public Works, Police, Parks and Fire Department.

Requested Action

To recommend approval of the J&K Amusements Cartful Carnival Days special event permit application.

Voting Requirements:

Voting Options Simple Majority



CITY OF NORTH BRANCH

SPECIAL EVENT PERMIT APPLICATION

CONTACT INFORMATION

Group/Organization :	J & K Amusements		
Contact Person:	Kim Pack		
Address:			
Phone:		Email:	

EVENT INFORMATION

Type of Event:	☐ New or Renewal/Change in Application ☒		
Event Name/Title:	Cartfull Carnival Days		
Description of Event:	Carnival rides, food and games		
Proposed Location:	Cartfull parking lot	Estimated Attendance:	100+
Event Date and Time	Date	Time	
Set Up	June 2, 2026	11:00 am	
Actual Event	June 5-7, 2026 Thur & Fri 5:00-9:30 Sat 11:00-9:30	Sunday 11:00 to 6:00	
Clean Up	June 7, 2026	6:00 pm	

EVENT FEATURES

Will any signs/banners be put up? <i>If yes, number and size?</i>	NO
Will there be any inflatables? <i>If yes, provide insurance certificate from rental vendor. Note: No staking is allowed! Must use weights or other.</i>	NO
Will there be any entertainment? <i>If yes, what type?</i>	Carnival rides
Will sound amplification be used? <i>If yes, hours and type:</i>	NO
Will a stage or tent(s) be set up? <i>If yes, include size and dimensions, Note: No staking is allowed! Must use weights or other.</i>	2-4 Games
Will merchandise be sold? <i>If yes, a transient merchant license is required from the city. Please include how many vendors:</i>	Food and ride tickets
Will food be preparer or served on site? <i>If yes, contact Minnesota Department of Health</i>	Yes state licensed
Will alcohol be served? <i>If yes, contact the Minnesota Department of Health.</i>	NO
Will there be a fireworks display? <i>If yes, obtain permit from City Hall.</i>	NO

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

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

Certificate of Insurance

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

Permits

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

Signatures

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

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

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

Kimberly Pack

5.19.26

Signature of Applicant or Authorized Agent

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	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5-21-26

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516	CONTACT NAME: Thomas Plouffe	
	PHONE (A/C, No, Ext): 203-931-7095 FAX (A/C, No): 203-931-0682	
	E-MAIL ADDRESS: Certificates@specialtyinsuranceltd.com	
INSURED J&k Amusements 4496 235th Lane NW St. Francis, MN 55070	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Certain Underwriters at Lloyd's, London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	ZISMB2946	7/16/25	7/16/26	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cartfull Discount Store 5630 St Croix Trail, North Branch, MN 55056 is added as an additional insured but only with respects to the operations of the named insured during the policy period.

Event name & dates: Cartfull Carnival May 29-31, 2026

CERTIFICATE HOLDER

CANCELLATION

City of North Branch 6408 Elm Street North Branch, MN 55056	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Cartfull Parking lot
5630 St Croix Trail,
North Branch, MN 55036

Carnival area with in the RED square area.



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 05/22/2026

Board & Commission: City Council

Subject: Approval of Site Plan Agreement with Louisiana-Pacific Corporation

Overview / Background

Louisiana Pacific Corporation submitted an application for their Expert Finish Facility #4 on April 22, 2026. City staff completed their review of the application and have approved the Site Plan contingent up on compliance with the engineers memo dated May 11, 2026. A conditional use permit (CUP) for outdoor storage was approved for the site on February 25, 2026, per Resolution R-296-2026. The developer is not seeking additional special approvals (i.e. variances, conditional uses, etc)

The City requires development agreements for all developments in the City. For projects like the LP site, the City requires a simple Site Improvement Agreement (Agreement) vs. a full Development Agreement. This is because there no planned or constructed public improvements (i.e. streets, public utilities, etc.) to be dedicated to the City. In other words, the development is occurring entirely on private property. The City still requires security and escrow for grading and erosion control, stormwater facilities, and connections to City utilities. The Agreement is with Louisiana Pacific Corporation.

Requested City Council Action

Motion to approve the Site Improvement Agreement with Louisiana Pacific subject to any nonsubstantive revisions, corrections, or modifications as deemed necessary by City staff and/or the City Attorney to carry out the intent of this approval.

Voting Requirements:

Voting Options Simple Majority

**CITY OF NORTH BRANCH
DEVELOPMENT/SITE IMPROVEMENT AGREEMENT**

LOUISIANA PACIFIC CORPORATION

THIS SITE IMPROVEMENT AGREEMENT (“Agreement”) is made this this ____ day of _____, 2026 by and between the City of North Branch, a Minnesota municipal corporation (“City”), located at 6408 Elm Street, North Branch, Minnesota 55056, and Louisiana-Pacific Corporation, a corporation under the laws of the State of Delaware, 1610 West End Ave., Suite 200, Nashville, TN 37203 (“Developer”).

1. **PROJECT.** The Developer is constructing a commercial manufacturing facility and outdoor storage site (the “Development”), on the parcel known as PID: _____ located at _____ (the “Subject Property”), and legally described in Exhibit A.
2. **APPROVAL.** The Development is subject to all conditions of the Approvals and terms as stated herein, and conditioned upon Developer entering into this Agreement, providing any security and escrow required by this Agreement, and compliance with all applicable ordinances, statutes, and regulations of the City and State of Minnesota.
3. **PLANS.** The Subject Property shall be developed according to site and civil plans, including, but not limited to: grading and erosion control, streets and utilities, stormwater/SWPPP, landscaping, architectural, etc., hereafter referred to as “Approved Plans.” The Approved Plans shall not be attached to this Agreement, but are on file at City Hall, 6408 Elm Street, North Branch, Minnesota. The written terms of this Agreement shall control the Approved Plans. The Developer shall not amend, and the Development shall not vary in any material respect from, the Approved Plans, except upon review and approval of the Community Development Director and/or City Engineer, or their designated representative.
4. **SITE IMPROVEMENTS.** Standards for this Development shall comply with the Approved Plans and all applicable zoning and land development regulations of the City. Site improvements described in this Section 4 (“Improvements”) shall be installed in accordance with this Section 4. Developer’s Improvements shall be installed according to the Approved Plans and City’s Engineering Guidelines/Standard Detail specifications. Plans and specifications

must be prepared and signed by a registered professional engineer, and submitted to the City for approval by the City Engineer, or designated representative. The City reserves the right to reject, in its reasonable discretion, any and/or all of plans submitted, including proposed plan revisions, or portions thereof. All of Developer's Improvements shall be constructed by the Developer according to the Approved Plans, and solely at Developer expense. All of the City's Improvements shall be constructed by the City according to the City's plans dated _____, 2026, which plans have been reviewed by the parties (the "City's Plans") and prepared solely at the City's expense. Any proposed revisions to the City's Plans are subject to review by the Developer in the Developer's reasonable discretion.

- 4.01 Utilities. The City shall cause electricity, gas, water and sewer service, telephone and internet (collectively the "Utilities") to be brought to the Subject Property to a point of connection on the Subject Property at one or more locations mutually agreed upon by the parties (individually and collectively the "Point of Connection"), including but not limited to installation of water service mains, hydrants and sanitary sewer service mains, and utility boxes. The City shall also be responsible for restoration of rights of way, drainage and utility easement areas and/or public streets and driveways resulting from the City's installation of Utilities. The Developer shall be responsible for installation of Utilities from the Point of Connection to locations within the Subject Property in accordance with Approved Plans.
- 4.02 Surface Water. Surface water facilities, including, but not limited to: internal stormwater handling systems, stormwater pipes, ponding, raingardens, and any conveyance and collection systems as required by the City, and restoration of rights of way, drainage and utility easement areas and/or public streets and driveways resulting from installation.
- 4.03 Grading & Erosion Control. See Section 10.
- 4.04 Signage. Detailed plans of all signage proposed of Development, including but not limited to the following sign types: monument, directional, wall, etc. Plans shall include elevation drawings and color renderings, sign cross section, and sign area calculations. Separate sign permit required.

5. EASEMENTS

- 5.01. Easement to Developer. The City, at no charge to Developer, grants to Developer and its contractors a Temporary Construction Easement ("Easement") over, under and across public rights-of-way for the purpose of constructing the Improvements. The Easement shall commence with the execution of this Agreement and terminate upon Final Approval of the Improvements and release of this Agreement.
- 5.02. Easement to City. Developer grants to the City, its agents, representatives, employees, officers and contractors, a right of entry to access all areas of the Subject Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City in conjunction with this Agreement. Right of entry conveyed by the Developer to the City shall terminate upon Final Approval of Improvements and release of this Agreement.

6. PERMITTING.

Developer shall obtain all permits required by the City, Chisago County and State of Minnesota. All fees and related escrow and security requirements associated with each permit shall be solely at Developer expense, and must be paid in full to the issuing entity prior to issuance of any permits.

7. PERMANENT DRAINAGE & UTILITY EASEMENTS.

If required, Developer shall provide under separate cover any Permanent Drainage & Utility Easements (“Permanent Easements”) in favor of the City for the purpose of governing the installation and maintenance of stormwater management facilities, as required for the Development, continue to meet the standards and requirements for which they are constructed. The Permanent Easements shall be granted in perpetuity to the City from the Developer, its successors in interest and Property. Developer shall submit the Permanent Easement to Chisago County for recording against the Subject Property, as legally described in Exhibit A.

8. RESPONSIBILITY FOR COSTS.

- 8.01. Escrow. If required by this Agreement, and as stated in Exhibit B, Developer shall deposit funds into an escrow account with the City. Such escrow funds shall be used by the City to cover the costs of administering construction of the Developer’s Improvements, including, but limited to: legal, planning, engineering, and construction observation, inspection and testing. Developer shall be responsible to provide additional funds to maintain a positive cash escrow balance, and/or pay outstanding balances owed within 30 days after receipt of invoice from City. Remaining escrow shall be released to the Developer upon Final Approval of Improvements, submittal and approval of record plans.
- 8.02. Security. If required by this Agreement, and as stated in Exhibit B, to guarantee compliance with the terms of this Agreement and construction of Improvements, the Developer shall furnish the City with a financial guarantee (“Security”) in the form of either: 1) an irrevocable Letter of Credit from a bank and pursuant to standard form and format as required by the City; 2) a cash deposit; or 4) a combination thereof, in the amount as stated in Exhibit B. A Letter of Credit shall be provided by a financial institution in good standing, as verified by the Finance Director, and shall be based on the standard form and format of the City; approval and acceptance of the Letter of Credit shall be at the discretion of the City Administrator, or their designated representative.

The City may draw down the Security, without notice, for any violation of the terms of this Agreement, or if the Security would be allowed to lapse prior to the end of the required term. If the required improvements are not completed at least 60 days prior to the expiration of the Security, the City may also draw down the Security. If the Security is drawn down, the proceeds shall be used to cure the default. Upon receipt of proof satisfactory to the City that work has been completed, with City Council approval the Security may be reduced from time to time by up to eighty percent (80%) of the financial obligations that have been satisfied. At least twenty percent (20%) shall be retained as security until all required site improvements have been completed and record plans submitted and approved.

The amount of required Security under this agreement shall be directly related to actual costs of the Developer installed Improvements on the Subject Property as defined in this

Agreement, based on the Approved Plans submitted to the City under Section 3 of this Agreement, but in no event shall the total amount of Security exceed the sum of \$50,000 (Fifty Thousand Dollars).

- 8.03. Hold Harmless. Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from site approval and development. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

9. CONSTRUCTION OF IMPROVEMENTS.

- 9.01. Performance of Work. All labor and work performed in connection with the Improvements (the "Work") shall be done and performed in a good and workmanlike manner and in conformance with the Approved Plans and specifications. No material deviations from the Approved Plans and specifications will be permitted unless approved in writing by the Public Works Director or City Engineer, or their designated representative. Developer shall not do any Work or furnish any materials not covered by the Approved Plans and specifications, and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer or their designated representative as provided in the specifications.
- 9.02. Staking, Surveying & Inspections. Developer shall provide all staking, surveying, construction administration and inspection for the above described Improvements in order to ensure that the completed Improvements conform to the Approved Plans and specifications. The City will provide for general inspection and shall be notified of all tests to be performed. Developer shall reimburse the City for costs incurred by the City staff and/or its agents, officers and contractors for site and construction inspections.
- 9.03. Unsatisfactory Labor or Materials. Any material or Work supplied by the Developer that is rejected by the City Engineer or their designated representative as defective or unsuitable, in their reasonable discretion, shall be removed and replaced with approved material, and such rejected Work shall be done anew to the specifications and approval of or City Engineer or their designated representative. The Developer's Work shall be at the sole cost and expense of the Developer.
- 9.04. Final Inspection & Acceptance. Upon completion of the Improvements, the City Engineer or their designated representative, a representative of the contractor, and a representative of the Developer's engineer shall make a final inspection of the work to determine the Improvements were installed according to the Approved Plans. Final approval and acceptance of the Improvements shall be in written form from the City to Developer ("Final Approval").
- 9.05. Record Plans. Upon completion of the Developer's Improvements, Developer shall provide the City with Record Plans depicting Developer's Improvements ("As-Built") in conformance with the City's Engineering Guidelines/ Standard Detail for City records.

Developer shall supply the City with one (1) complete set of plans in the file type and format as instructed by the City Engineer.

10. GRADING & EROSION CONTROL.

10.01. Grading Permit. Developer shall apply for and obtain all appropriate permits for site grading and shall pay all applicable permit fees and escrows, and provide any security, as may be reasonably required by the City.

10.02. Erosion Control Installation. Prior to initiating site grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City Engineer or their designated representative. Erosion control practices must comply with best management practices as defined by the Minnesota Pollution Control Agency. Developer shall furnish any security required by this Agreement for the purpose of erosion control for the Development. The City may impose additional erosion control requirements if determined beneficial.

10.03. Erosion Control Maintenance. All areas disturbed by the excavation and back filling operations shall be reseeded within two (2) business days after the completion of the Work, or in an area that is inactive for more than five (5) days, unless authorized and approved in writing by the City Engineer or designated representative. Except as otherwise provided in the Erosion Control Plan, seeded areas shall be according to the City's current seeding standards, and shall be fertilized, mulched, and disc-anchored as necessary for seed retention. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurs for such work within 10 days following Developer's receipt of the City's invoice, the City may draw down on security to pay any costs.

11. STREET CLEANING. Until completion of the Developer's Improvements, Developer shall be responsible for cleaning of public streets, driveways and parking areas within and immediately adjacent to the Development and Subject Property. Scraping and sweeping shall take place weekly, or as often as may be needed or required to remove debris.

12. CONSTRUCTION HOURS; DUST. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Construction hours are 7:00 a.m. to 9:00 p.m. Monday through Friday-, and 9:00 a.m. to 9:00 p.m. Saturday. Construction activities may be allowed on Sunday with the explicit approval of the City. The Developer shall provide dust control to the satisfaction of the City Engineer or their designated representative.

13. CONSTRUCTION PARKING & STAGING. No construction parking and/or staging of construction materials shall occur on adjacent public streets or rights of way. Construction activities may not alter or prevent public access to sidewalks and trails, except up approval by the City Engineer.

14. INSURANCE. Developer must cause its general contractor (the “Contractor”) to keep insurance in force at all times that construction of the Developer’s Improvements is in progress. Developer shall furnish proof of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of the Contractor’s equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- 14.01. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner’s Contractor’s Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer’s Work or the Work of any of its subcontractors. The exclusion for underground collapse shall be removed.
- 14.02. Limits for bodily injury or death shall not be less than \$500,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- 14.03. Worker’s compensation insurance, with statutory coverage as required by Minnesota law including employer’s liability coverage of not less than \$500,000.
- 14.04. Developer shall file a Certificate of Insurance with the City Clerk prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

“Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder.”

15. MISCELLANEOUS.

- 15.01. Amendments and Assignment. Any amendment to this Agreement must be in writing and signed by both parties. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.
- 15.02. Agreement to Run with Land. This Agreement shall run with the land and may be recorded against the title to the Subject Property. Provisions of this Agreement shall run with the land and be binding upon the Developer and its successors in interest. No conveyance of the Subject Property or any part thereof shall relieve the Developer of its personal liability for full performance of this Agreement, unless the City expressly so releases the Developer in writing.
- 15.03. Breach of Agreement. Breach of the terms of this Agreement by the Developer, including non-payment of invoices from the City, shall be grounds for denial of building permits and certificates of occupancy, and/or the halting of all work on the property until any such breach is cured to the City’s satisfaction.

15.04. Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy. Third parties shall have no recourse against the City under this Agreement.

15.05. Developer Default. In the event of default by the Developer of any work to be performed according to this Agreement and the Approved Plans, the City may, at its option, perform the Work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the Work in default, not less than five (5) business days in advance. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the land. When the City does any such Work, the City may, in addition to its other remedies, assess the cost in whole or in part.

16. **NOTICES.** Any notice required or permitted to be given by any Party upon the other is given in accordance with this Agreement if it is directed to City by delivering it personally to an officer of the City; or if it is directed to Developer, by delivering to an officer of the Developer; or if mailed by United States registered or certified mail; return receipt requested, postage prepaid; or if sent via electronic mail with notice also sent by United States first class mail on the same; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to City: City of North Branch
Attn: Nathan Sondrol
6408 Elm Street
North Branch, MN 55056
Phone: 651-497-0155
Email: nsondrol@northbranchmn.gov ~~nathans@ci.north-~~

~~branch.mn.us~~

If to Developer: Louisiana-Pacific Corporation
Attn: Bob Hopkins
1610 West End Ave.
Suite 200
Nashville, TN 37203
Phone: 615-986-5600
Email: bob.hopkins@lpcorp.com

17. **RELEASE OF AGREEMENT.** Upon completion of Improvements, the City's issuance of the Final Approval, and satisfaction of all of the Developer's obligations under this Agreement, the City agrees to execute Certificate of Completion or other recordable instrument releasing the Subject Property from the terms of this Agreement. All remaining cash escrow amounts and securities possessed by the City shall be released at this time.

[Remainder of this page intentionally left blank.]

IN WITNESS OF THE ABOVE, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

DEVELOPER:
Louisiana-Pacific Corporation

Bob Hopkins
Its: Vice President and Treasurer

STATE OF TENNESSEE)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Bob Hopkins, as Vice President and Treasurer of Louisiana-Pacific Corporation, a corporation under the laws of the State of Delaware, Developer.

Notary Public

CITY OF NORTH BRANCH

Kevin Schieber
Its: Mayor

Matthew Hill
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Kevin Schieber and by Matthew Hill, the Mayor and City Administrator, respectively, of the City of North Branch, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of North Branch
6408 Elm Street
North Branch, MN 55056
(651) 674-8113

EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

Lot 2, Block 1, Essby Business Park 5th Addition, Chisago County, Minnesota.

EXHIBIT B
ESCROW & SECURITY

Memorandum

To: North Branch Development Review Committee

From: Justin Messner, Heidi Hamilton, Kris Keller, Kendra Fallon WSB

Date: May 11, 2026

Re: ExpertFinish Facility #4 (EF4)
WSB Project No. 032813-000

Civil Plans were submitted by Louisiana-Pacific Corporation (LP) for the proposed ExpertFinish Facility #4 (EF4) in the City of North Branch, Chisago County. The project is located to the west of Forest Avenue and south of 410th Street. Engineering review comments were generated from the following documents:

- LP Expert Finish Mill 4_ City of North Branch Site Plan Application_2026-04-23 full package_signed.pdf

The following items should be addressed, including the red-lined comments on the submitted plans.

General

1. Submit for and provide copies to the City of all required permits from regulatory agencies (Minnesota Pollution Control Agency, etc.)
2. Address all redlines on the attached Civil Plans and review memo below. Provide a response memo that explains how each comment was addressed.

Existing Conditions & Removals Plan

3. Provide a removals plan sheet for existing features impacted with construction
4. Label existing utilities
5. Note the vertical datum used (NAVD88 or NGVD29) in addition to the horizontal datum.

Site Plan

6. Provide how and when the areas outside the property boundary will be constructed
 - a. Show impacts to existing roads, sidewalks, etc.
7. Provide turning movements for emergency vehicles and other anticipated large vehicles for the site (garbage, delivery, etc.)
8. Label all curb types and transitions
9. Label all surface types
 - a. Provide details and typical sections for all surface types
10. City fire official to review emergency access and any necessary fire coverage for the site
11. Provide information regarding the extent of the rail spur construction with this project and by future projects or by others

Erosion and Sediment Control Plan

12. Inlet protection should be called out/shown on the plans.
13. Confirm if perimeter control is needed based on the tie ins with existing contours around the site.
14. Update detail reference for the Contech-Vortechs separator to the correct plan sheet.

Grading & Drainage Plan

15. Provide labeled existing and proposed contours (minimum 2' contours).
16. Provide labeled existing and proposed spot elevations
17. Provide EOF elevations and locations for all low points in the paved and green space areas
18. Label high/break points
19. Include legend describing surface types/hatching shown
20. -Verify vertical transitions between surface types
21. Additional detailed grading/erosion control comments are noted on the plans to be addressed.
22. Identify any retaining walls proposed for the site
 - a. Retaining walls greater than 4' will require signed plans by a professional structural engineer in the state of Minnesota prior to construction
23. Label basin bottom elevation, normal water level (if applicable), and high water level to the grading plans.
24. Per the City Engineering Guidelines:
 - a. Minimum grade for drainage swales should be 2%
 - b. Maximum length for drainage swales should be 400 feet
 - c. Channel side slopes should be maximum 4:1
25. Show the proposed grading for the pond overflow grading tying into existing contours in the plans.
26. Add existing City Pond information to the plans (see redlines on the plan sheets).

Stormwater Drainage Plan

27. Note the basin EOF elevations on the plans.
28. Storm sewer within City property should be RCP.
29. Storm sewer located under driving surfaces that is to be privately owned and maintained is recommended to be RCP.

Utilities

30. Provide more detailed underground utility plans
 - a. Provide all utility pipe length, size, material, material class, slope, etc.
 - b. Identify all utility crossings
 - i. Provide minimum 18" separation
 - ii. Insulate when water is less than 36" from storm sewer
 - c. Label all watermain fittings
 - d. Label all existing utilities (size, material, material class, slope, etc.)
 - e. Label all connections to existing utilities
 - f. Provide all structure (storm and sanitary) information including rim and invert heights
 - i. Include all connecting pipes with invert elevations, size and direction
31. Provide where the fire loop interacts with the water supply
32. Provide lift station and forcemain details

33. Hydrant coverage and emergency access to be reviewed by the City fire official

Details

34. Utilize City details where applicable
35. Update the dry swale detail to have max 4:1 slope on channel side slopes per City Engineering Guidelines.
36. Additional detail is needed on how the Contech-Vortechs structures are proposed to be tied into the drainage design since these typically are placed in a storm sewer run.
 - a. Are these intended to just be sitting in the ditch bottom?
 - b. How will water drain into these structures from the ditches?
 - c. Inle/outlet pipes placed at the bottom the ditch?

Landscape Plan

37. Landscape plan should show the same areas as the grading plans (missing north pond?)
38. How are the basins proposed to be vegetated long term?
 - a. Note these should be seeded with a native seed mix appropriate for wet areas and/or with infiltration plantings rather than turfed.

SWPPP

39. Provide proof of coverage for NPDES permit prior to construction.
40. A SWPPP was noted as to be provided in future submittals in the overall package. Include SWPPP in future submittals for review.

Storm Sewer/Surface Water Management

41. Provide stormwater management plan in future submittals to confirm compliance with City and MPCA requirements for volume control, water quality and rate control. See the City's Engineering Guidelines for additional information.
 - a. Confirm in the stormwater report if stormwater management is sized for future expansions or not.
 - a. Note additional comments on the project may be provided once stormwater management plan is submitted for review.
 - b. Provide electronic copies of models in future submittals to aid in reviews.
42. Soil borings to document compliance with NPDES permit requirements for confirming soils are conducive to infiltration and that there is a minimum 3 feet separation to groundwater.
43. Provide rational method storm sewer sizing calculations and a catch basin drainage area map to confirm storm sewer onsite is sized for a 10-year storm event in line with City requirements.
44. Documentation on how culverts were sized should be provided for review if not through HydroCAD and/or rational method previously requested.
45. Drainage and utility easement should be provided over the stormwater basins up to the HWL and the proposed access in line with City requirements.

In any resubmittal from the applicant, we request that the comments above be restated, and the applicant identify how each comment was addressed. Any questions or comments can be directed to Justin Messner at jmessner@wsbeng.com.



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 05/21/2026

Board & Commission: City Council

Subject: Consideration of support for a TIF Application for the North Branch Independent Senior Living Facility

Overview / Background

The City received an application request for Tax Increment Financing (TIF) assistance from North Branch Independent Senior Living, LLC for the construction of a 107-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 developer, along with Ehlers, the city's financial advisor, and city staff, provided an overview and background relating to the project, TIF districts and preliminary findings to the City Council at their meeting on April 28, 2026. The City Council discussed this and came to a consensus for the developer to bring options back to the council for consideration.

Below are proposed options for consideration. See attached memos from Ehlers dated 5.27.26

Options	Street/Utility Extension	Fee Reduction	TIF Term	Intersection Improvements
A	Cul-de-Sac Only	\$258,052 (Includes SAHA)	15	No additional Requirements
B	Full "L"	\$258,052 (Includes SAHA)	20	Potential Additional Requir
C	-	-	-	-

Enclosed are the memo from Ehlers, along with the applicant's narrative and site plan concept for the site, the city's housing subsidy policy and minutes from the April 28, 2026, meeting.

Requested Action

The developer is looking for City Council review and direction on the TIF application.

Voting Requirements:

Voting Options **Simple Majority**



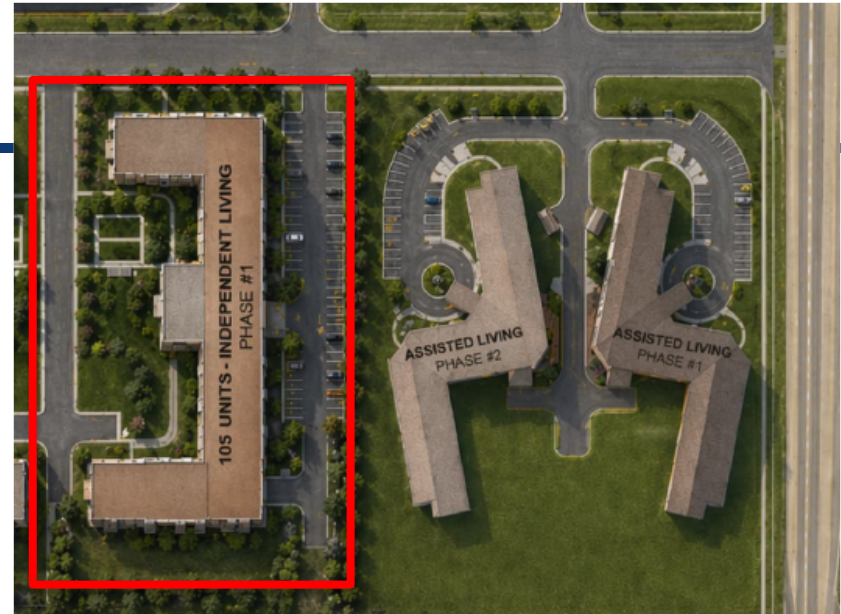
DBS Independent Sr. Living

City of North Branch, MN

May 26, 2026

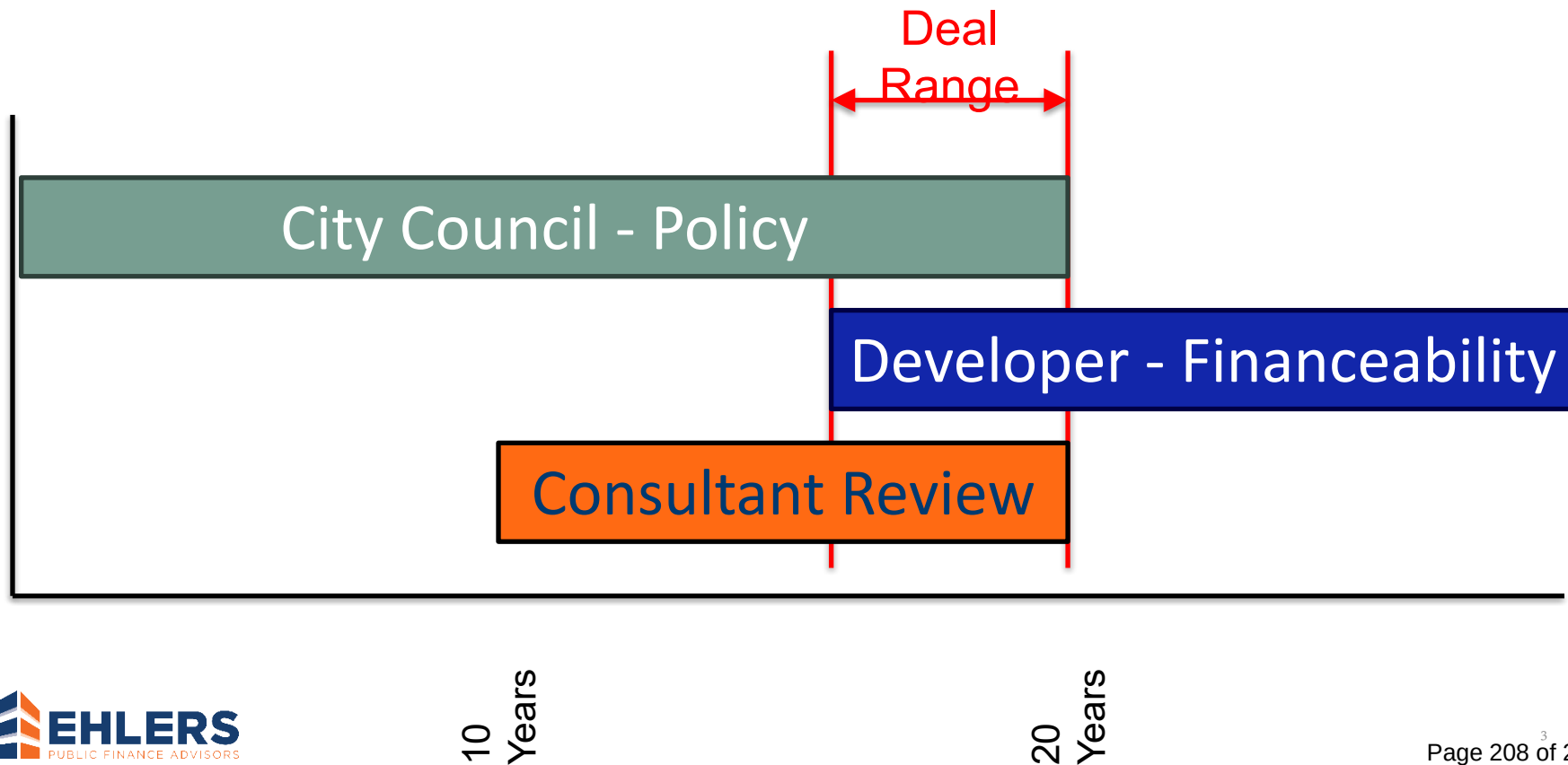
Project Overview

- 105-unit mixed-income multifamily development
- Age Restricted: 55+
- Eligible for Housing TIF District
- 20% of units affordable at 50% AMI

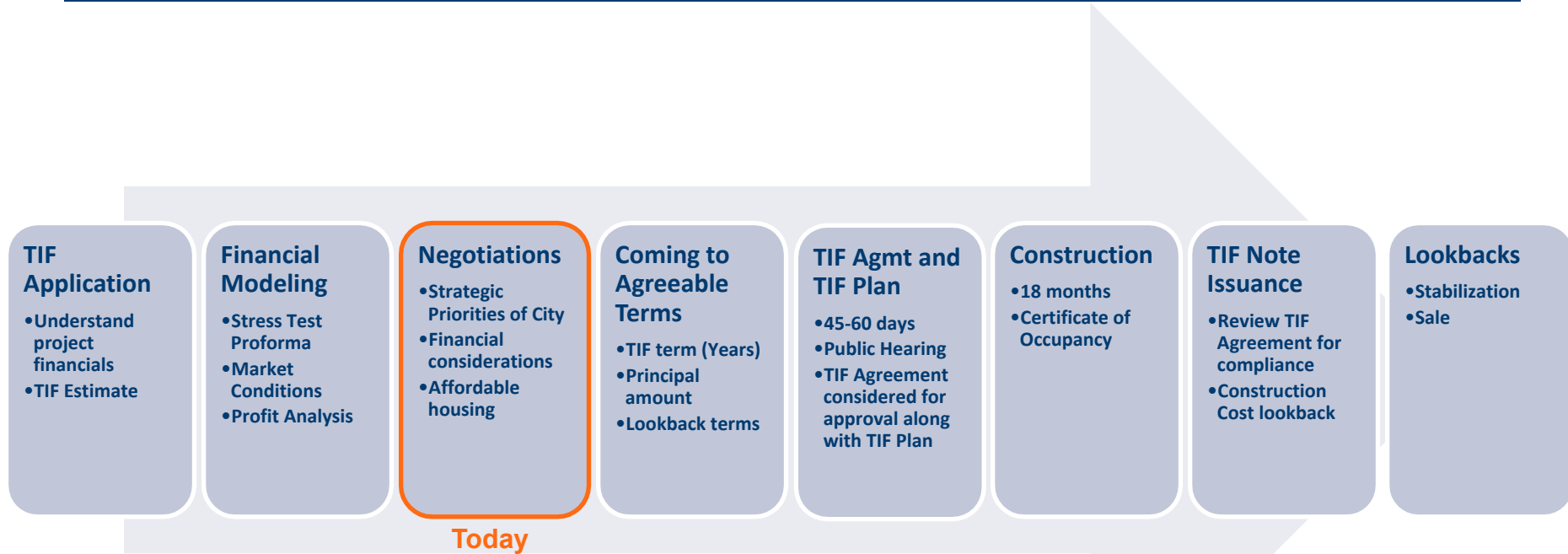


Type	Market Rate	50% AMI	Total
1BR	34	15	49
2BR	23	6	29
1BR+Den	15	-	15
2BR+Den	12	-	12
Total	84	21	105
Percent	80.0%	20.0%	

Policy vs Financeability vs Independent Review

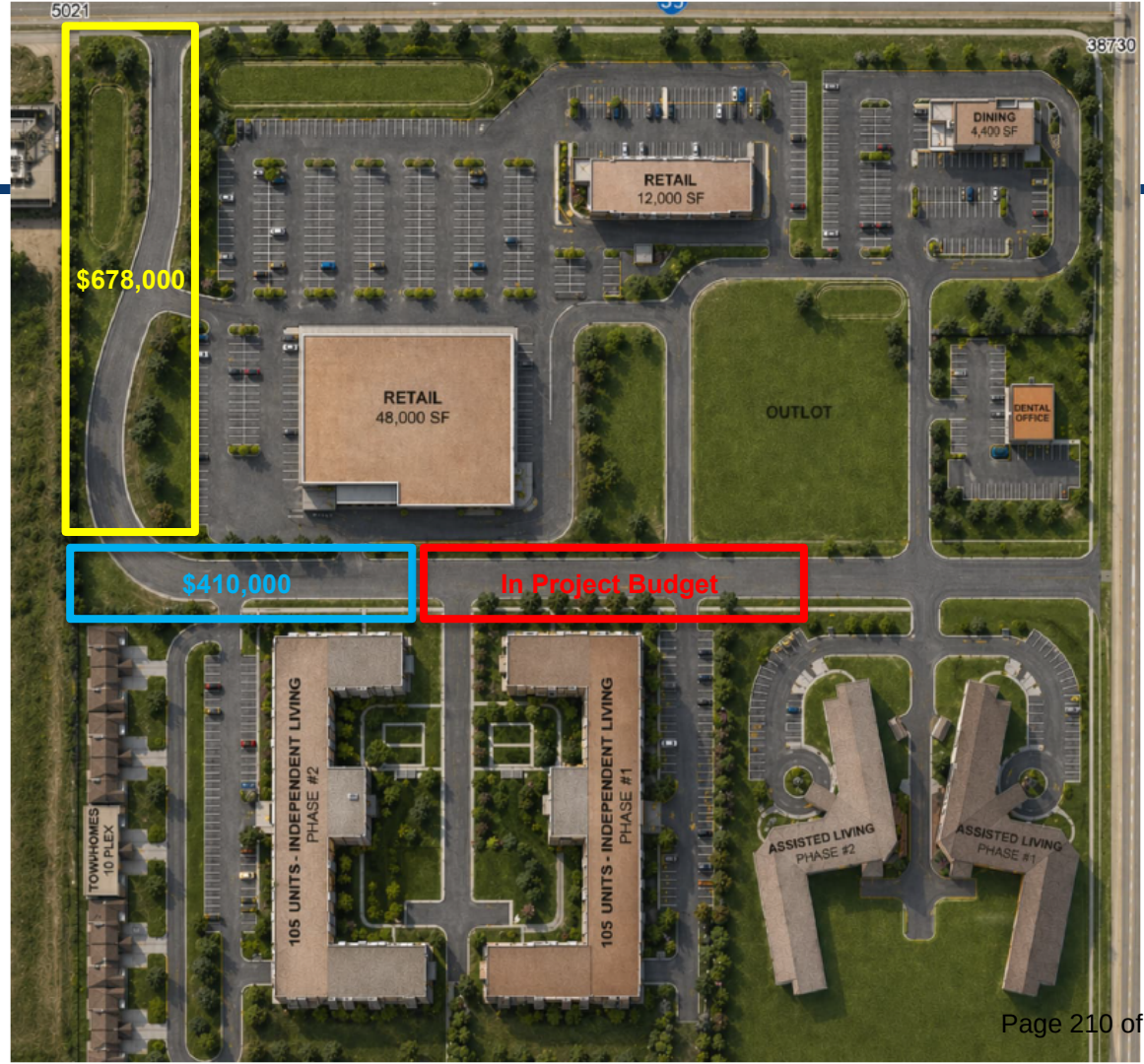


Process

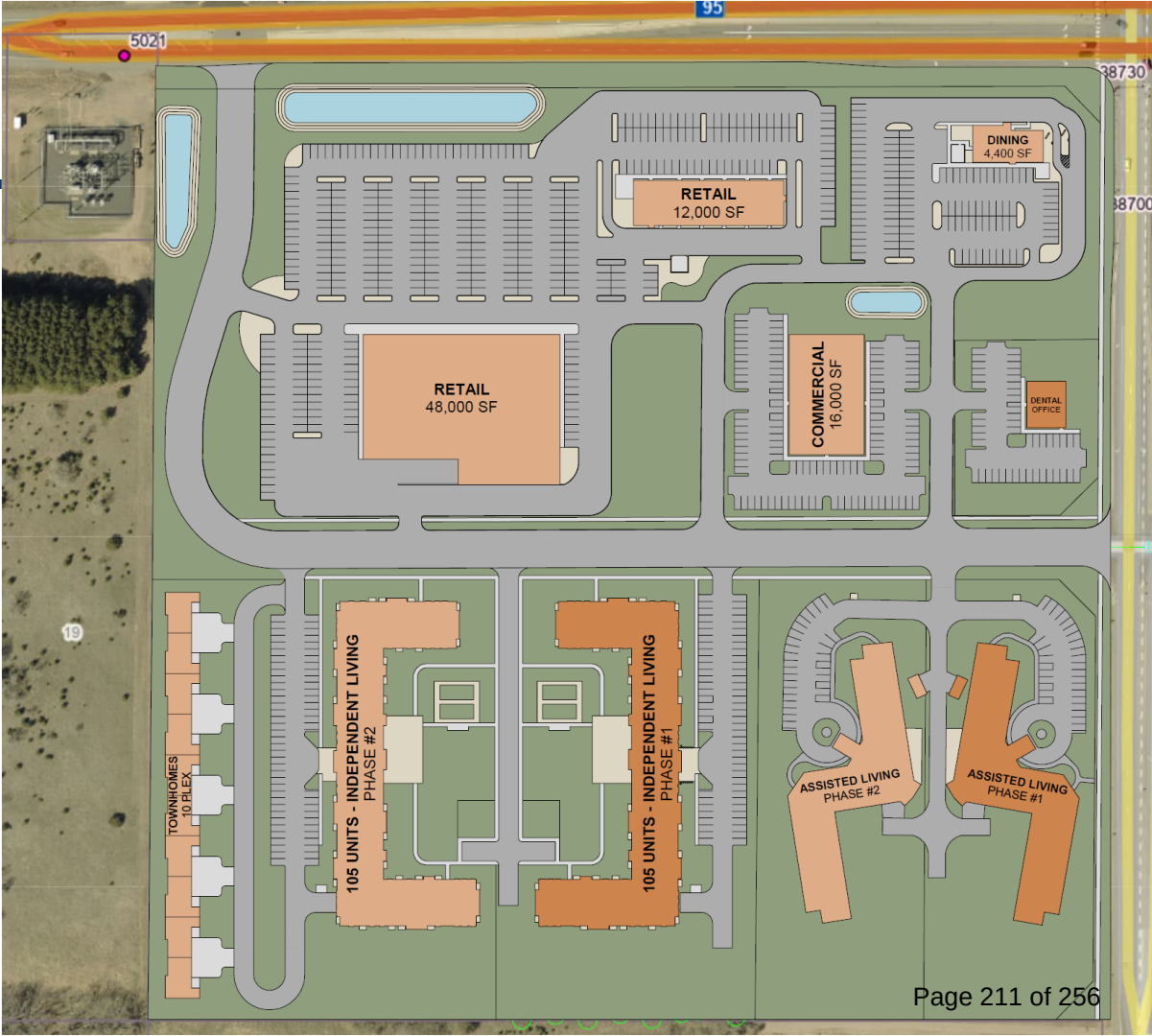


Infrastructure

* Intersection improvements



Full Plan



Future Tax Calculations

FUTURE TAX CALCULATIONS									
New Use	City Portion	County Portion	School District	Misc	Total Local Taxes	Fiscal Disparities Taxes	Mk Value Taxes	State-wide Taxes	TOTAL
DBS P1-SrApts	\$85,735	\$111,182	\$45,321	\$9,546	\$251,783	\$0	\$13,995	\$0	\$265,778
DBS P2 -SrApts	\$85,735	\$111,182	\$45,321	\$9,546	\$251,783	\$0	\$13,995	\$0	\$265,778
Boca P2 -AL	\$21,976	\$28,499	\$11,617	\$2,447	\$64,540	\$0	\$3,587	\$0	\$68,127
Retail 48ksf	\$46,738	\$60,610	\$24,706	\$5,204	\$137,258	\$0	\$4,798	\$33,126	\$175,182
Retail 12ksf	\$11,464	\$14,867	\$6,060	\$1,276	\$33,667	\$0	\$1,200	\$7,645	\$42,511
Com .16ksf	\$15,383	\$19,949	\$8,132	\$1,713	\$45,177	\$0	\$1,599	\$10,476	\$57,252
Restaurant 4,400 sf	\$8,329	\$10,801	\$4,403	\$927	\$24,459	\$0	\$880	\$5,379	\$30,718
Townhomes	\$7,031	\$9,118	\$3,717	\$783	\$20,648	\$0	\$1,228	\$0	\$21,875
TOTAL	\$282,390	\$366,207	\$149,276	\$31,443	\$829,316	\$0	\$41,281	\$56,626	\$927,223

Non-TIF Credits and Subsidy

	2026	Apt (80%)	Acres/ Units	Apartment Rate (80%)	Credits	Net Result
Trunk Sewer Fee	4,966	3,973	4.17	16,568	16,568	-
Trunk Water Fee	6,350	5,080	4.17	21,184	21,184	-
Park Dedication Fee	1,800	-	107	192,600	100,087	92,513
Water Access Fee (WAC)	1,700	1,360	107	145,520		145,520
Sewer Access Fee (SAC)	2,471	1,977	107	211,518		211,518
Affordable Housing (SAHA)					120,213	(120,213)
Total				587,389	258,052	329,338

Other:

- HRA Loan
- Exterior Materials

Options

- Option A: Cul-de-Sac Only

- ✓ Fee Reduction - \$258,052

- Includes SAHA

- ✓ TIF – 15 years

- Option B: Full “L”

- ✓ Fee Reduction - \$258,052

- Includes SAHA

- ✓ TIF – 20 years

Option C: Do Nothing



Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the “Affiliates”): Ehlers & Associates, Inc. (“EA”), a municipal advisor registered with the Municipal Securities Rulemaking Board (“MSRB”) and the Securities and Exchange Commission (“SEC”); Ehlers Investment Partners, LLC (“EIP”), an SEC registered investment adviser; and Bond Trust Services Corporation (“BTS”), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.

MEMORANDUM

TO: Nate Sondrel – Community Development Director
 FROM: Schane Rudlang and Rebecca Kurtz - Ehlers
 DATE: April 23, 2026
 SUBJECT: North Branch Independent Senior Living – Preliminary Financial Review

The City of North Branch (“City”) received a request for public assistance for \$4,500,000 of Tax Increment Financing (“TIF”) from North Branch Independent Senior Living (“Developer”) for the construction of a 105-unit mixed income development currently called North Branch Apartments (“Project”). This memo summarizes a preliminary review of the financial request.

Project Background

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 one year or longer leases. Twenty percent of the units would be restricted to those making 50% of area median income (“AMI”) or less, which would allow the Project to qualify as a Housing TIF District. The unit mix is as shown below.

Type	Market Rate	50% AMI	Total
1BR	34	15	49
2BR	23	6	29
1BR+Den	15	-	15
2BR+Den	12	-	12
Total	84	21	105
Percent	80.0%	20.0%	

TIF Estimate

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.

Financial Review

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 proving 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.

The sources and uses for the project are as shown in the table below.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	20,548,500	70%	195,700
Equity	8,806,500	30%	83,871
TOTAL SOURCES	29,355,000	100%	279,571

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	800,000	3%	7,619
Construction Costs	24,399,191	83%	232,373
Professional Services	1,165,000	4%	11,095
Financing Costs	1,240,809	4%	11,817
Developer Fee	1,000,000	3%	9,524
Cash Accounts/Escrows/Reserves	750,000	3%	7,143
TOTAL USES	29,355,000	100%	279,571

TIF Range of Recommendation

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 construction 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.

Lookbacks

Three lookbacks are standard in the industry and can be incorporated into a TIF agreement. These provisions allow public assistance to be reduced (right-sized) under the following circumstances and could be considered for this Project to measure its actual financial performance.

1. **Completion of Construction:** If actual development costs are lower than estimated.
2. **Stabilization:** Upon initial lease-up, if profitability exceeds current projections.
3. **Sale:** If the project is sold at some time in the future and annual income and sale price surpass estimates.

Summary

Ehlers will be prepared to discuss the current status of the financial review at the public meeting on April 28, 2026. As of the date of this memo, the Developer's proforma is still being refined.

Exhibit A

North Branch Independent Senior Living

Project Narrative Statement

The forthcoming 105-unit senior independent living community in North Branch, Minnesota is thoughtfully designed to support active, healthy aging in a comfortable and engaging environment. The community will feature a diverse unit mix, including one-bedroom, one-bedroom plus den, and two-bedroom plus den residences, allowing residents to choose a home that fits their lifestyle and space needs. Each apartment will include a private patio or balcony, providing personal outdoor space and a strong connection to the surrounding neighborhood.

A wellness-focused design approach is central to the project, with a wide range of amenities that encourage physical activity, social connection, and everyday convenience. Residents will enjoy heated underground parking, a fully equipped fitness room, pickleball courts, community gardens, and multiple outdoor gathering and grilling areas. Indoor amenities will include an activities area, club room, and a coffee and snack bar, creating inviting spaces for residents to connect, relax, and participate in organized or informal activities.

This senior living community responds directly to the strong and growing demand for quality senior housing in the North Branch area. The site is located in a safe, well-lit, and walkable neighborhood that is experiencing continued growth and is conveniently close to local services and amenities. Together, the project's location, thoughtful unit design, and robust amenity package position it as a valuable addition to the community and an appealing option for seniors seeking independent living with a strong sense of place and well-being.

Project Description

- a. 105-unit Senior Independent Living/55+ Active Adult community on 5-acres to include heated underground parking along with indoor/outdoor amenities.
- b. Total building is 166,005 square feet. Three stories above grade at 41,967SF each level. 116 underground parking stalls.

Background and Experience of applicant in development

General partners of North Branch Independent Senior Living, LLC include Nate Wissink, Vishal Dutt, and Jeff Anneke.

NATE WISSINK

With over twenty-five years developing, investing, and constructing real estate, Nate Wissink is committed to placemaking with timeless architecture. Along with investing and developing multi-family projects, Nate is currently co-owner of Streeter Custom Builder (www.streeterhomes.com), a luxury residential construction company and owner of Curated by Streeter (www.curated.build), a national owner's representation firm. Noted for his ability to develop beautiful spaces, Nate is passionate about creating tangible experiences for the clients he serves.

As a project manager for Lander Group (www.landergroup.com), Nate oversaw the development of 9th Street Lofts, a 49 unit condo building in downtown St. Paul as well as West River Commons, a mixed use development with 50 apartments, 3 townhomes, and commercial space overlooking a public plaza. He was actively involved in the product development of Midtown Lofts (a 70 unit condo building on the Midtown Greenway), Printer's Row (a condo project in St. Paul), in addition to evaluating new project opportunities.

Initially serving as a project manager for Streeter & Associates, Inc. (www.streeterhomes.com), Nate has been an integral part of Streeter's growth over the last twenty years - locally as a custom home builder, and in the last five years, nationally as an owner's representative on significant residential projects. As co-owner of a 75 person firm, Nate has overseen hundreds of millions of dollars of construction in his tenure at Streeter, focusing on differentiated product and client experience. Currently, the owner's representation division of Streeter, Curated, is advising on more than \$100M in custom home and estate development.

Three notable developments that Nate has been involved with in the multifamily space over the last decade include: Gateway Four Seasons residences (product consulting for the ownership units), Eleven on the River (integral in the for-sale finish packages and buyer selection process for 100 units in the Robert AM Stern tower in downtown Minneapolis), and the development of a luxury 32 unit apartment building in Linden Hills, The Abbott (www.theabbottmpls.com).

Vishal Dutt

For more than 20 years, Mr. Dutt has specialized in ensuring financial and operational due diligence for all aspects of a real estate company, including capital and operating budgets, financial affairs, and capital stack structuring. He specializes in commercial real estate finance and structuring of deals for success.

Mr. Dutt has a long career of successfully transforming financial operations of real estate companies and restructuring and maximizing effectiveness of all aspects. Mr. Dutt is solutions-driven and prides himself on fully understanding the project at hand to ensure business plan is met.

Mr. Dutt has strong interpersonal skills to build effective relationships, positively influence decision-making to perform at optimal levels. Mr. Dutt's main attributes are leadership, change agent, trust, and persistence. These attributes have guided him personally and professionally. Mr. Dutt has previously co-sponsored a 120-unit multifamily development, Clover Ridge Apartments, in Chaska, MN. He also

co-sponsored a 150-unit multifamily development in Oakdale, MN, that was completed in 2023.

Jeff Anneke

Jeff Anneke, 57, is the Regional Vice President at DBS Group, LLC. Jeff has spent 6 years with DBS Group Jeff driving strategic partnerships with developers, real estate investors, business owners, and brokers primarily focused on the senior living and multi-family markets across the Upper Midwest. To bring projects forward, Jeff plays a key role in helping clients with project feasibility and financial viability through siteselection, planning, entitlements, incentives, and financing. Jeff also brings 25 years of expertise in developing, building, and managing investment properties.

Prior to his time at DBS Group, Jeff was an experienced Fortune 500 healthcare professional with twenty-years of experience holding positions of increasing responsibility in sales, major accounts and senior management working for Abbott Laboratories, Johnson & Johnson and Novo Nordisk, Inc.

Jeff holds a bachelor's degree in Business Administration from the University of Wisconsin-La Crosse. Always an active volunteer in the community, Jeff serves on the Board of Directors for the Two Rivers Habitat for Humanity and the Neuro Hospitality House. Jeff is also active with the Rochester Area Builders Association serving on the Commercial Builders Council Executive Committee. Jeff and his family live in Rochester, MN.

PARKING		
Level	Description	Count
Level 1	9' x 19' ADA Accessible	2
Level 1	9' x 19' Standard	52
Level -1	9' x 18' ADA Accessible	3
Level -1	9' x 18' Standard	113
		170

SURFACE PARKING	54
GARAGE PARKING	116
TOTAL PARKING (1.6 stalls/unit)	170

GROSS AREA TOTAL

Level 3	41,346 sf
Level 2	41,346 sf
Level 1	41,346 sf
Level -1	41,967 sf
Total	166,005 sf

NET AREA UNIT MIX

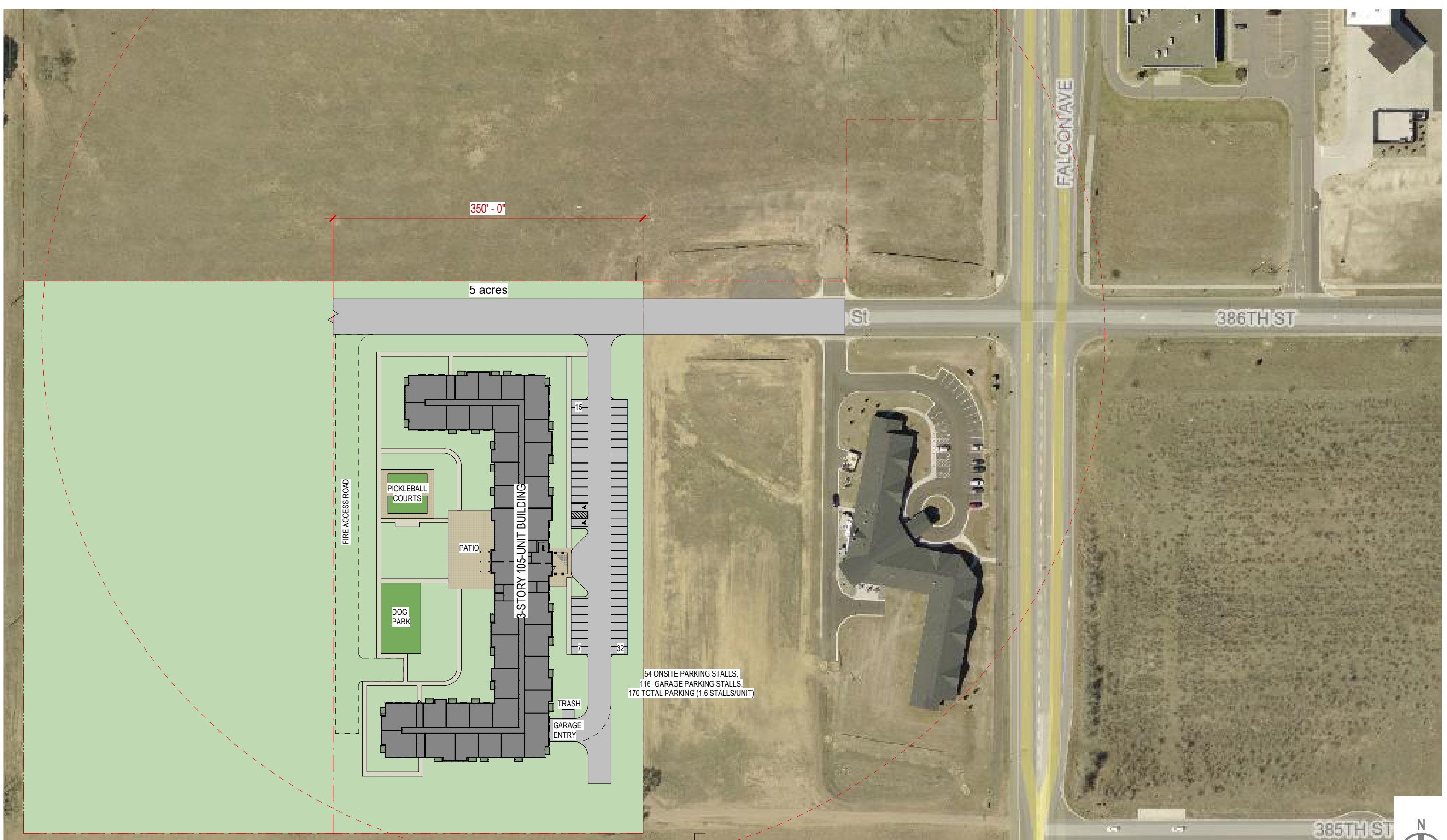
Name	Count	Unit Net
<u>1BR</u>		
Unit 1-0	27	667sf
Unit 1-1	22	716sf
<u>1BR+D</u>		
Unit 1-2	13	931sf
Unit 1-3	2	904sf
<u>2BR</u>		
Unit 2-0	11	983sf
Unit 2-1	12	1,036sf
Unit 2-2	6	1,038sf
<u>2BR+D</u>		
Unit 2-3	6	1,241sf
Unit 2-4	6	1,255sf
Total	105	

GROSS AREA UNIT MIX

Name	Count	Unit Gross	Total Area	%
<u>1BR</u>				
Unit 1-0	27	718sf	19,386 sf	19.7%
Unit 1-1	22	770sf	16,940 sf	17.2%
<u>1BR+D</u>				
Unit 1-2	13	995sf	12,935 sf	13.1%
Unit 1-3	2	945sf	1,890 sf	1.9%
<u>2BR</u>				
Unit 2-0	11	1,050sf	11,550 sf	11.7%
Unit 2-1	12	1,105sf	13,260 sf	13.6%
Unit 2-2	6	1,108sf	6,648 sf	6.7%
<u>2BR+D</u>				
Unit 2-3	6	1,320sf	7,920 sf	8%
Unit 2-4	6	1,333sf	7,998 sf	8.1%
Total	105		98,107 sf	100%

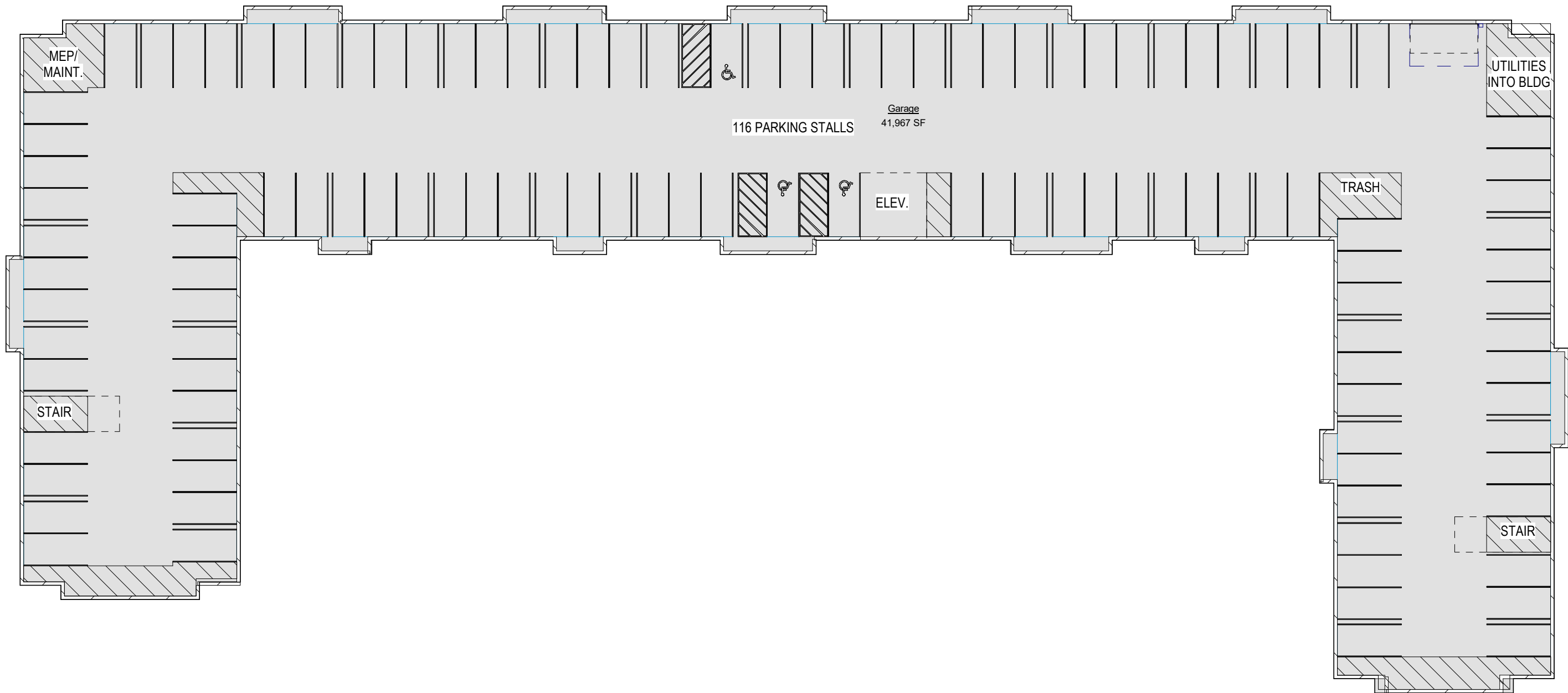
Area Map (not to scale)



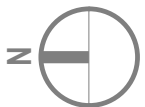


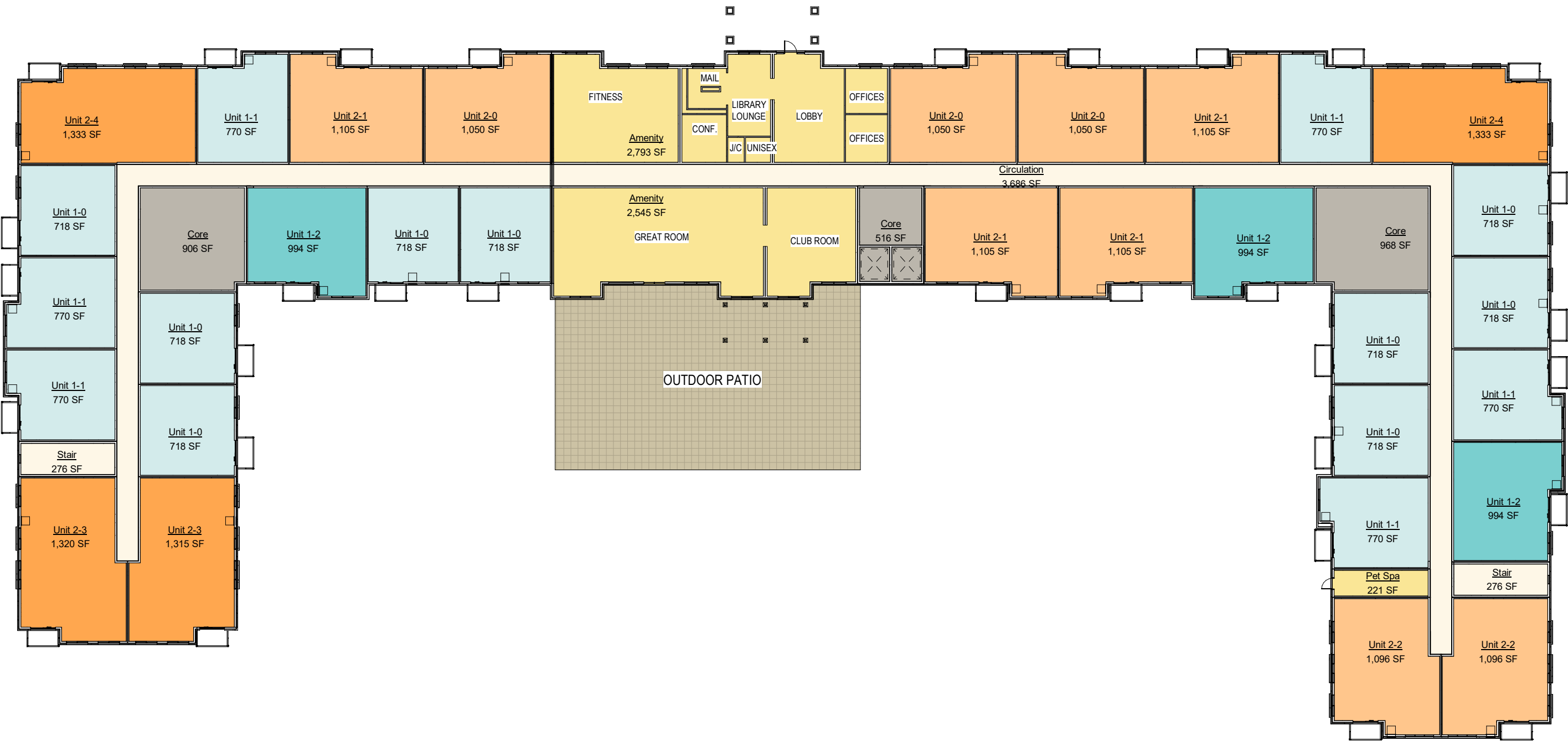
1 SD Site Plan
1" = 100'-0"





1 Garage Level
1" = 30'-0"





1 First Floor
1" = 30'-0"

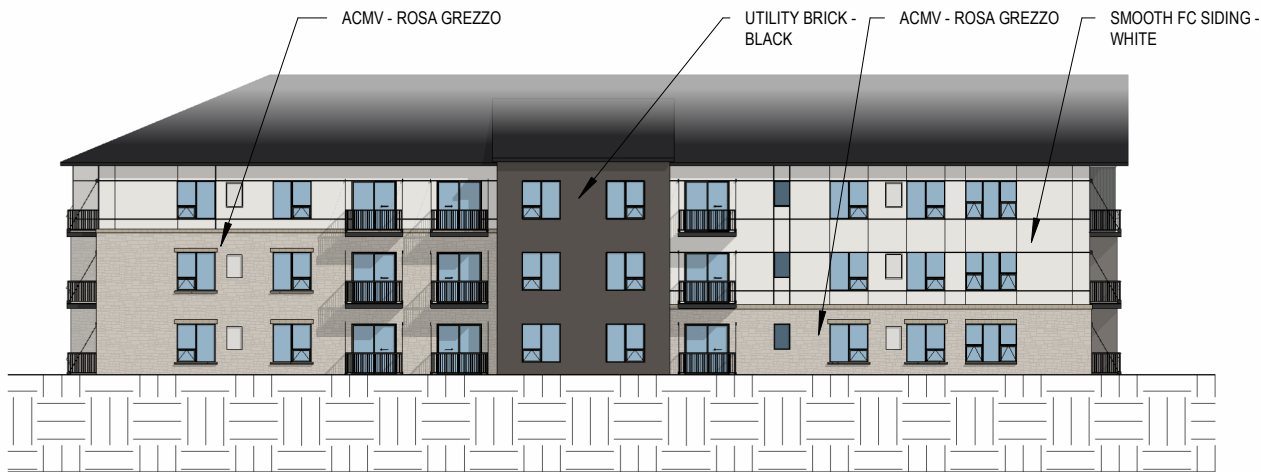


① Second & Third Floor
1" = 30'-0"

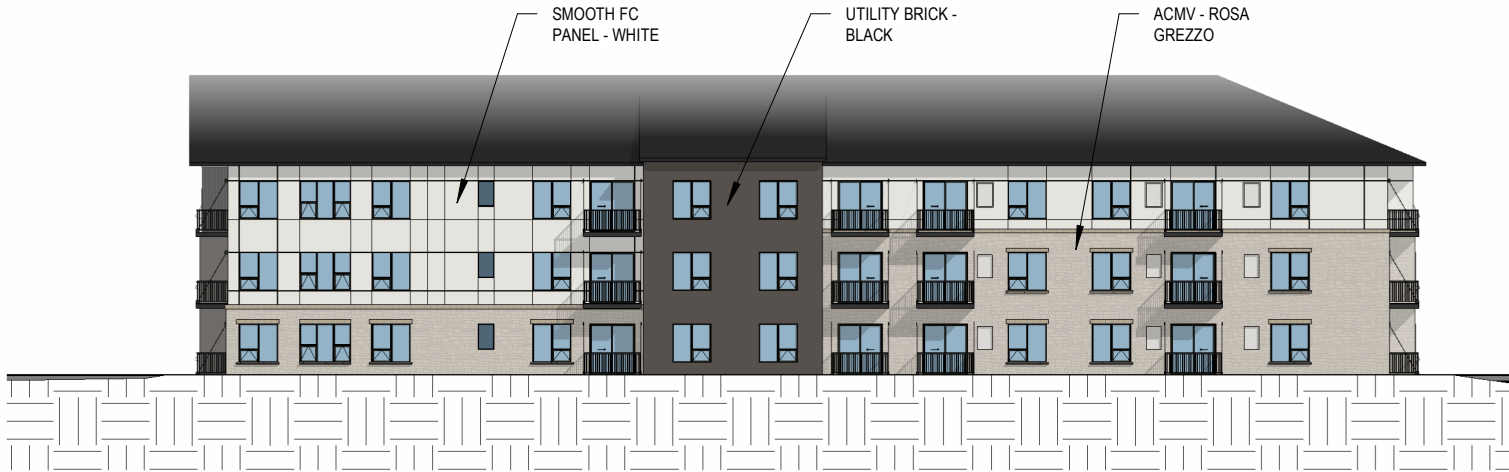




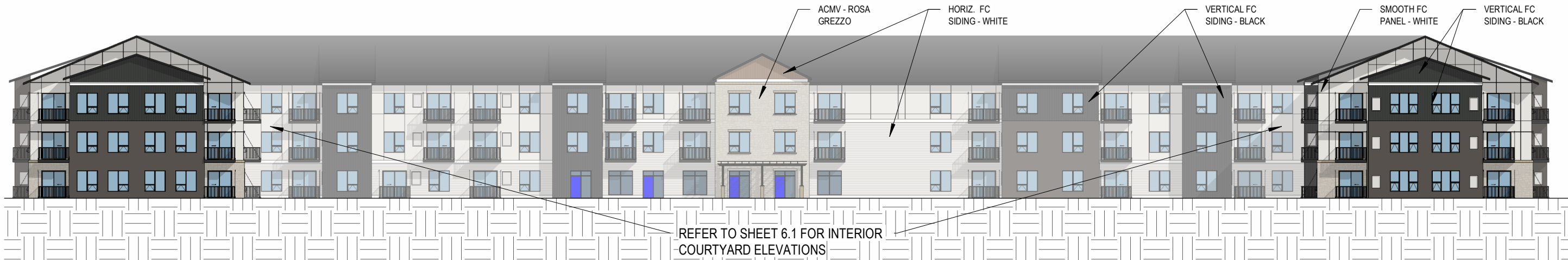
1 East Elevation
1" = 30'-0"



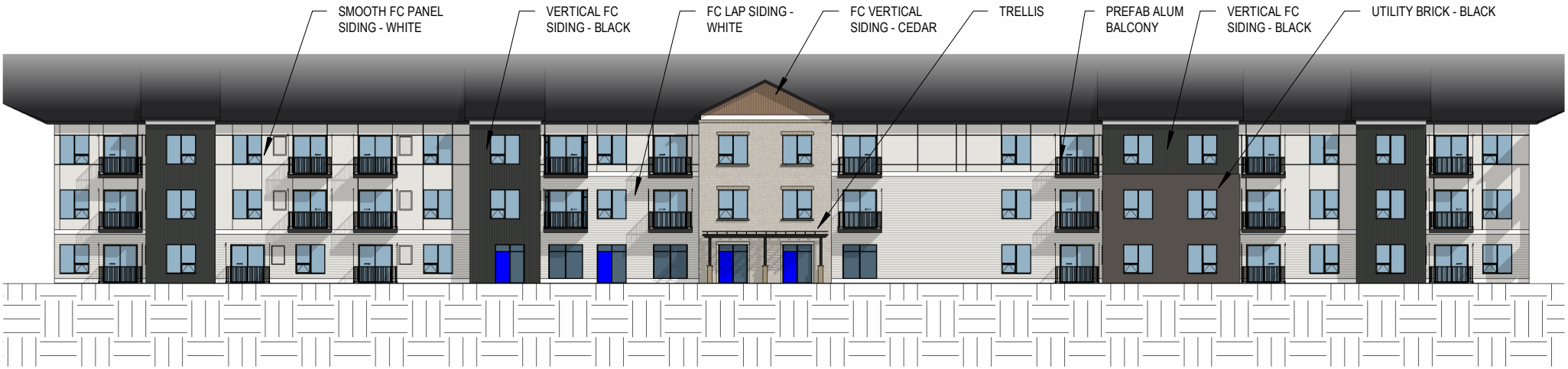
2 North Elevation
1" = 30'-0"



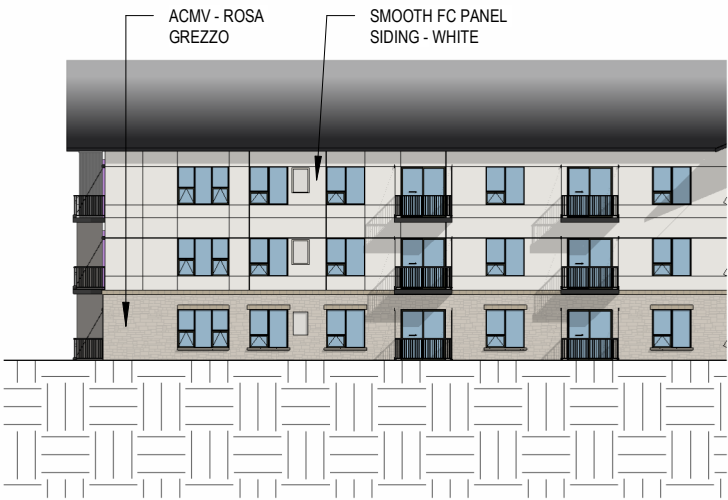
3 South Elevation
1" = 30'-0"



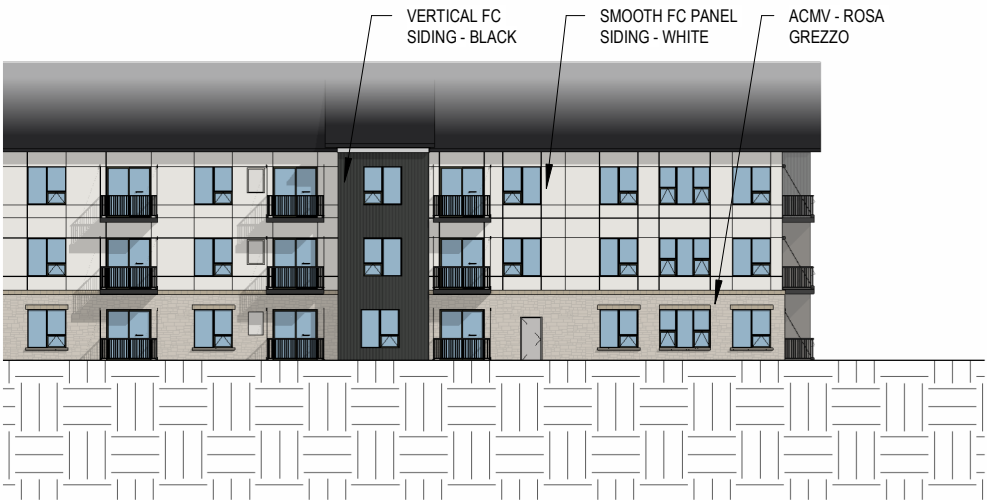
4 West Elevation
1" = 30'-0"



① Courtyard - West Elevation
1" = 30'-0"



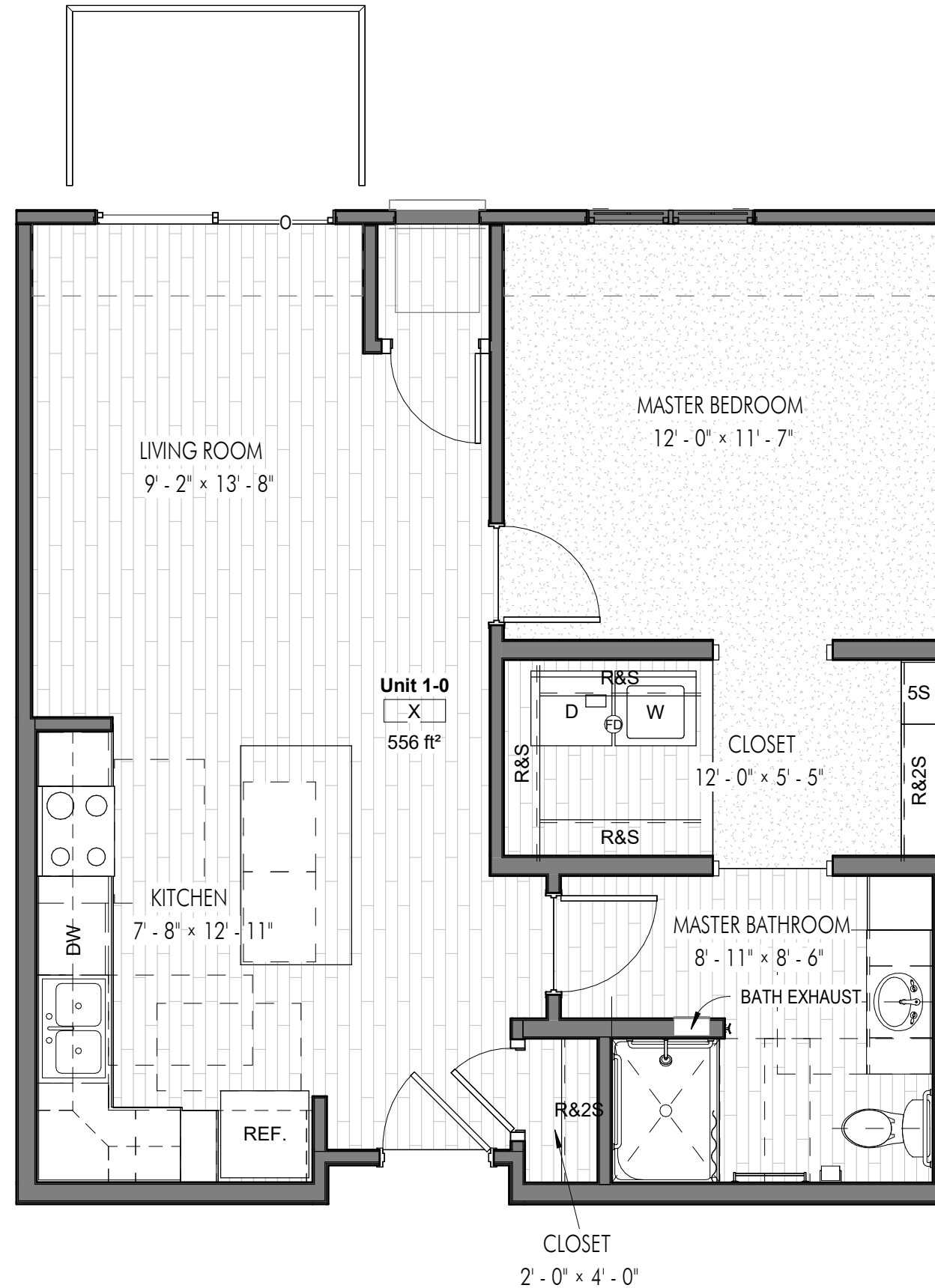
② Courtyard - North Elevation
1" = 30'-0"

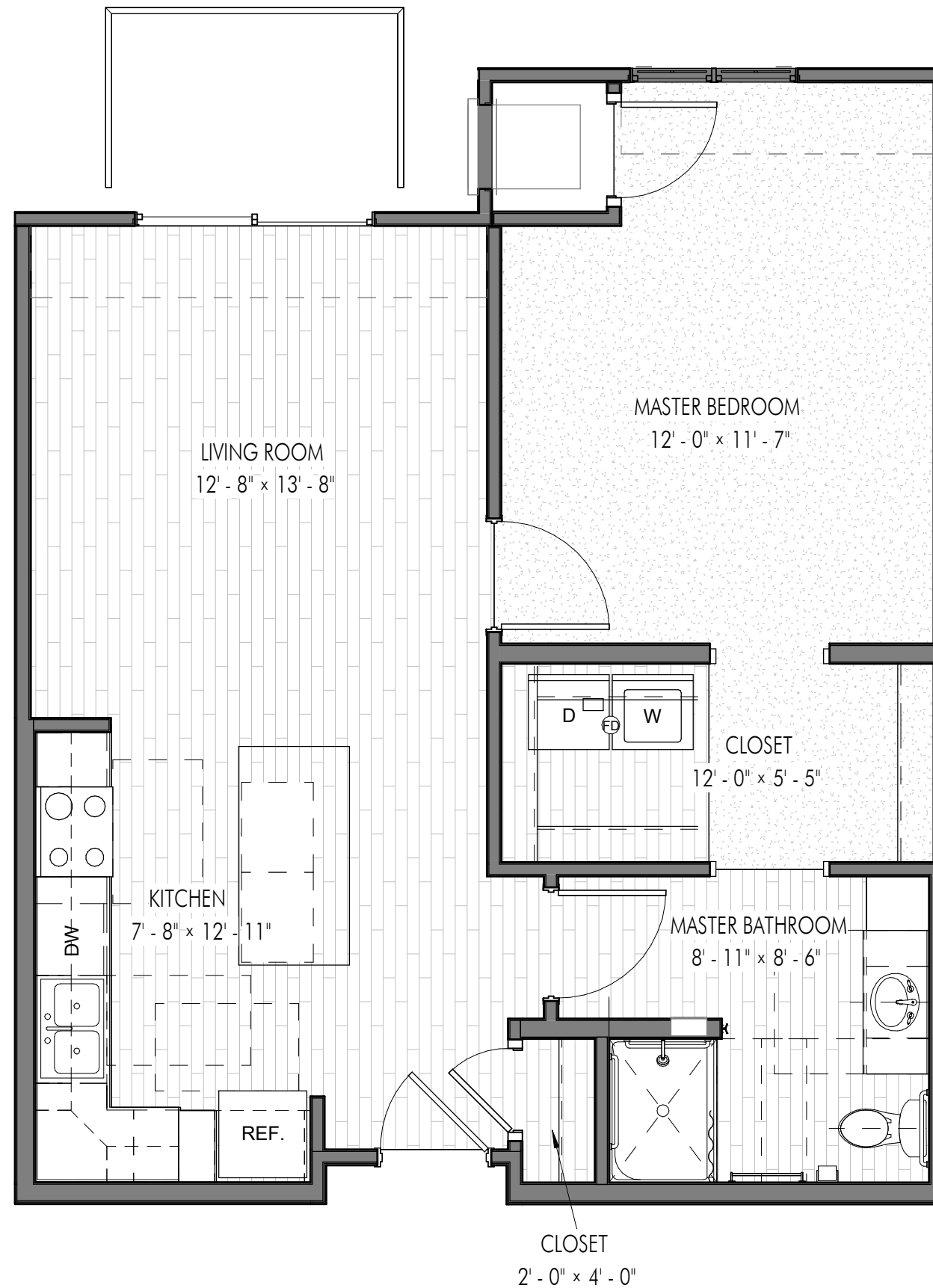


③ Courtyard - South Elevation
1" = 30'-0"

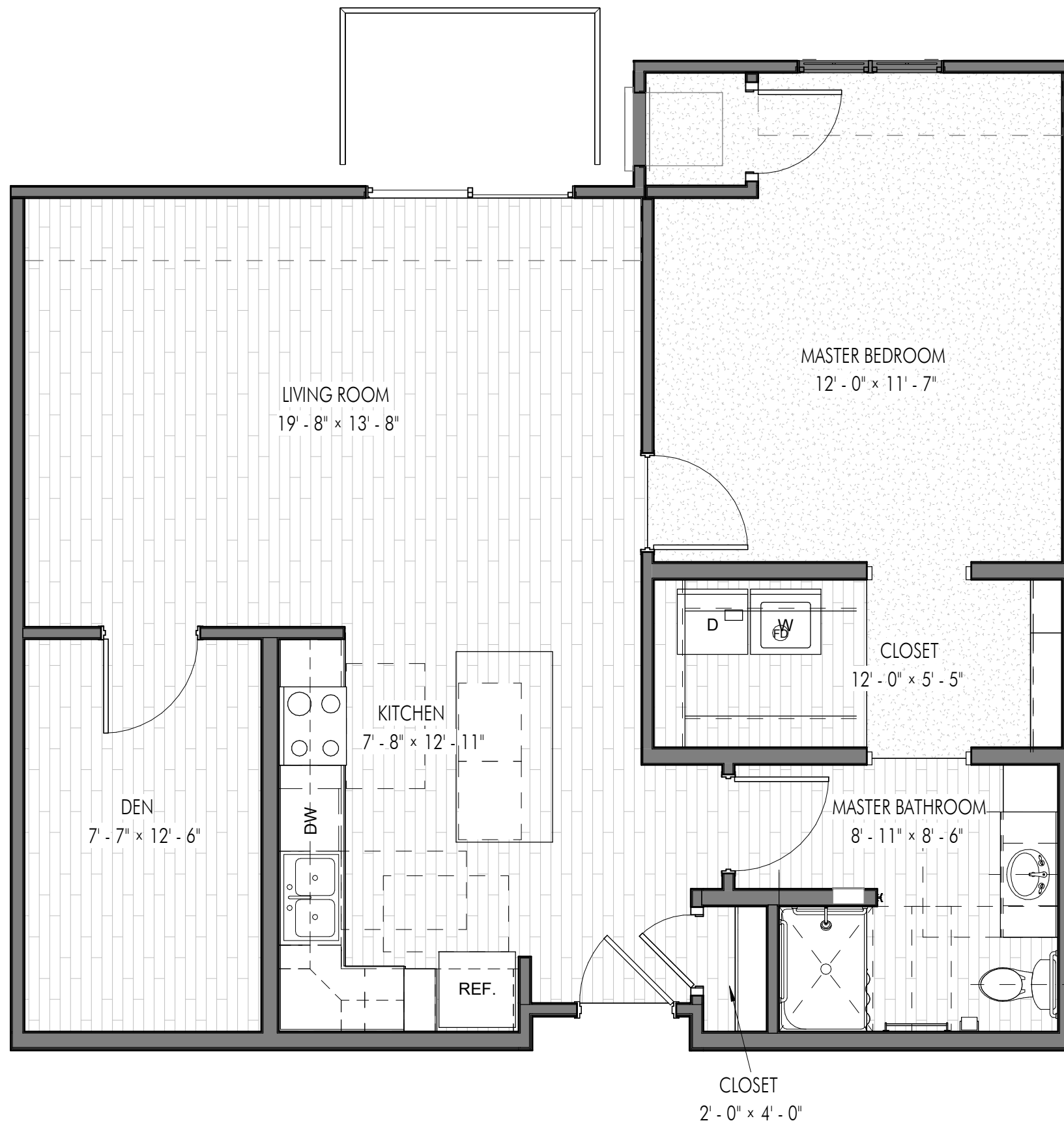


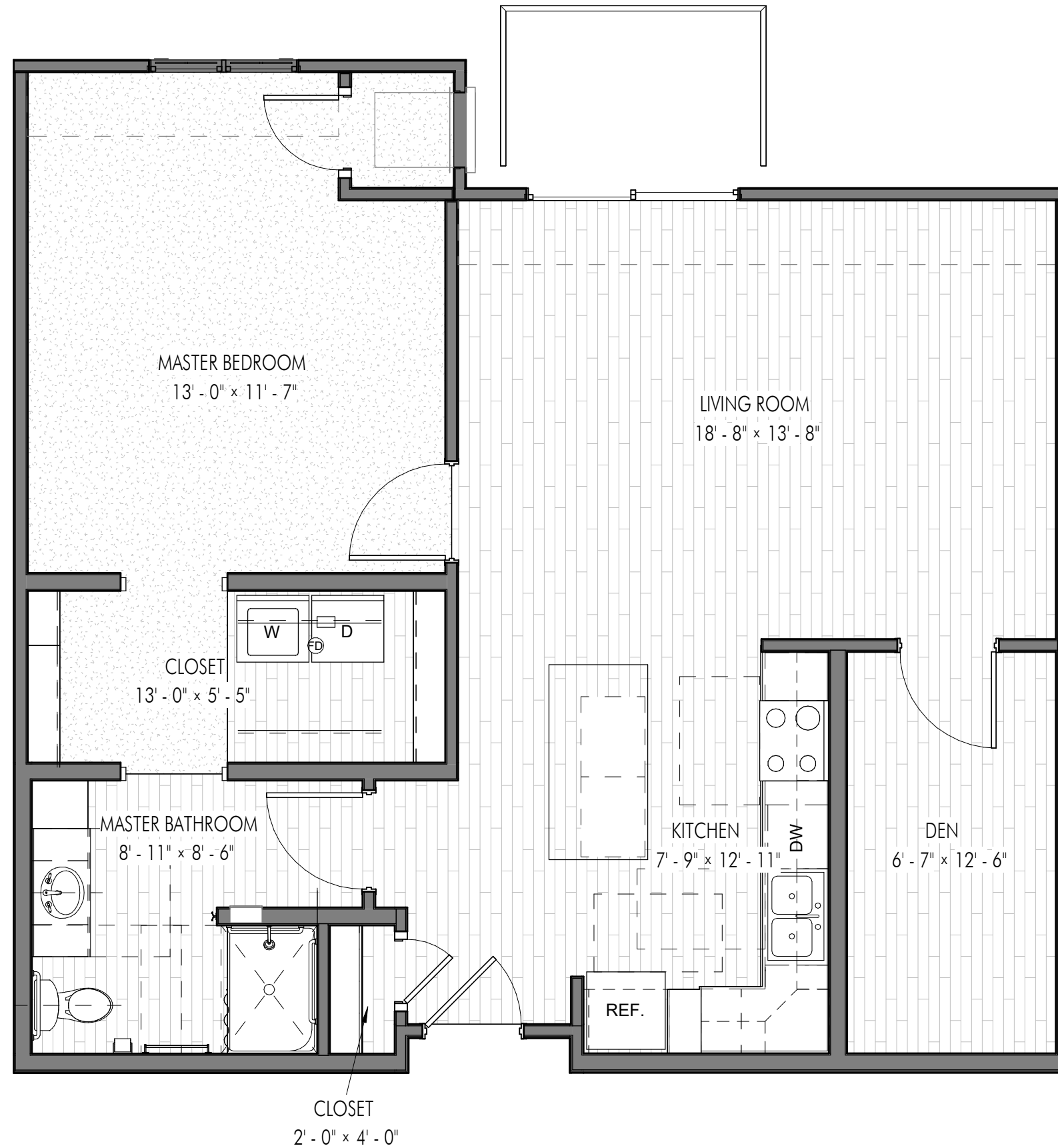
Schematic Design - Concept Image

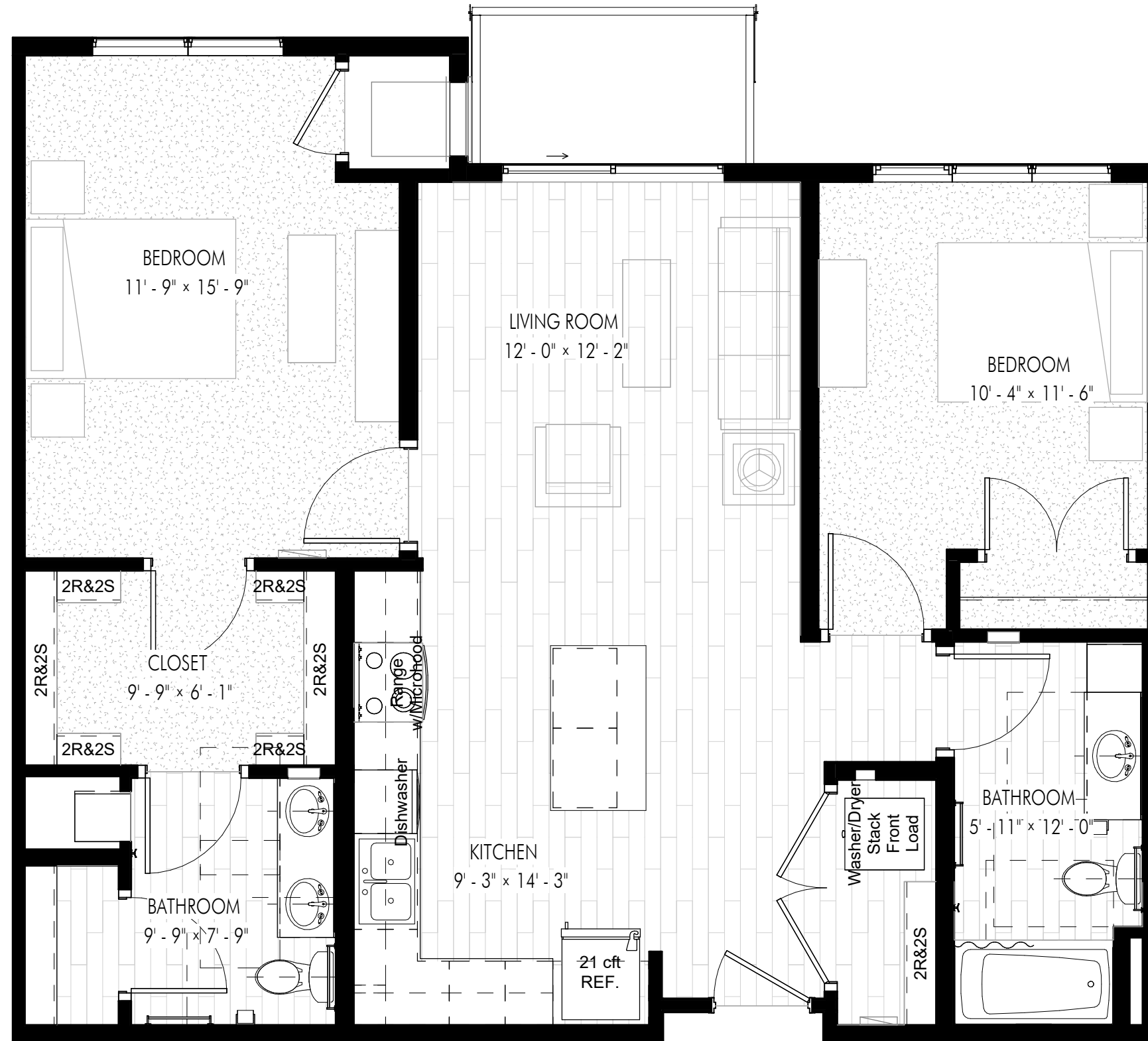


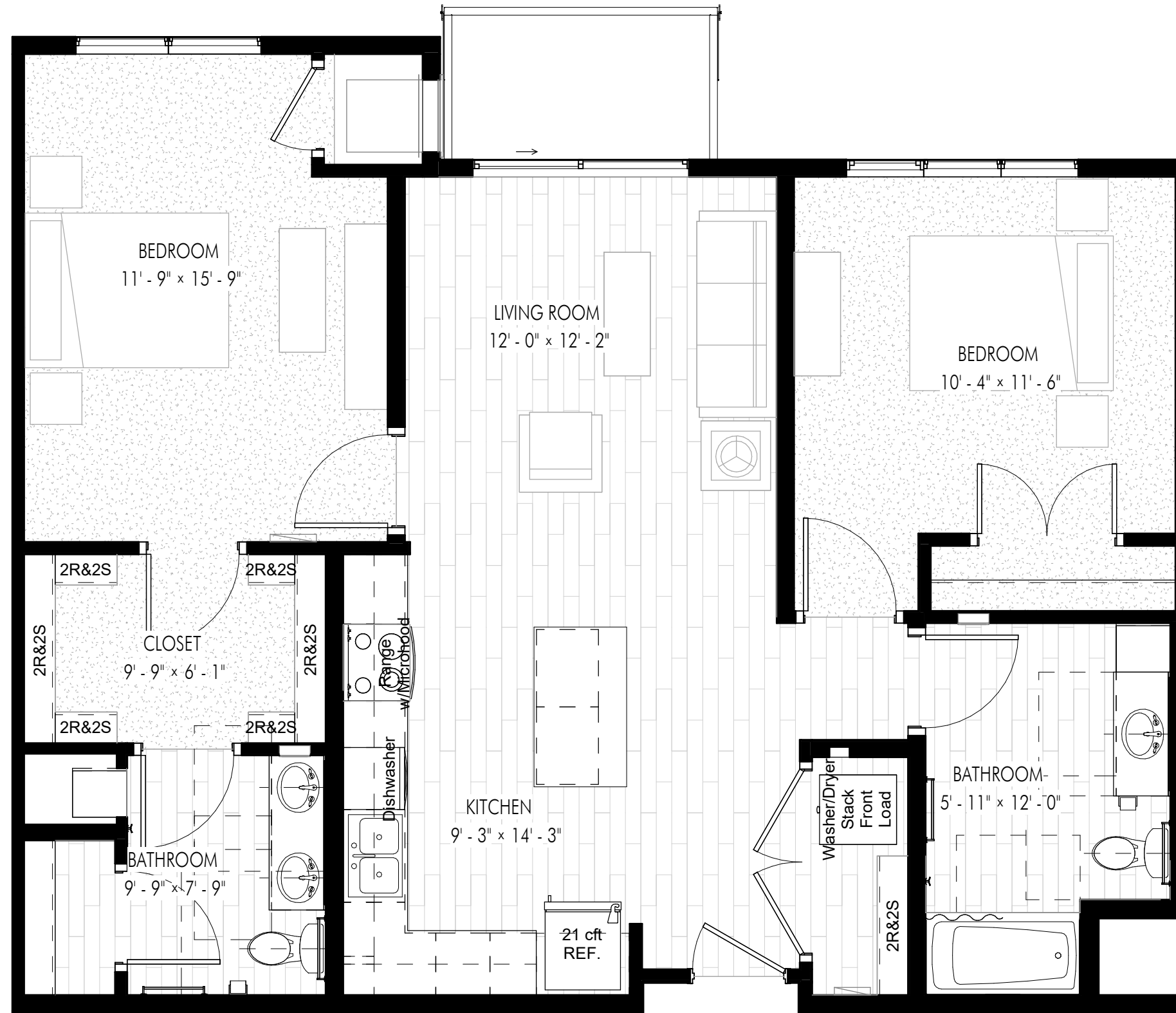


Unit 1-1

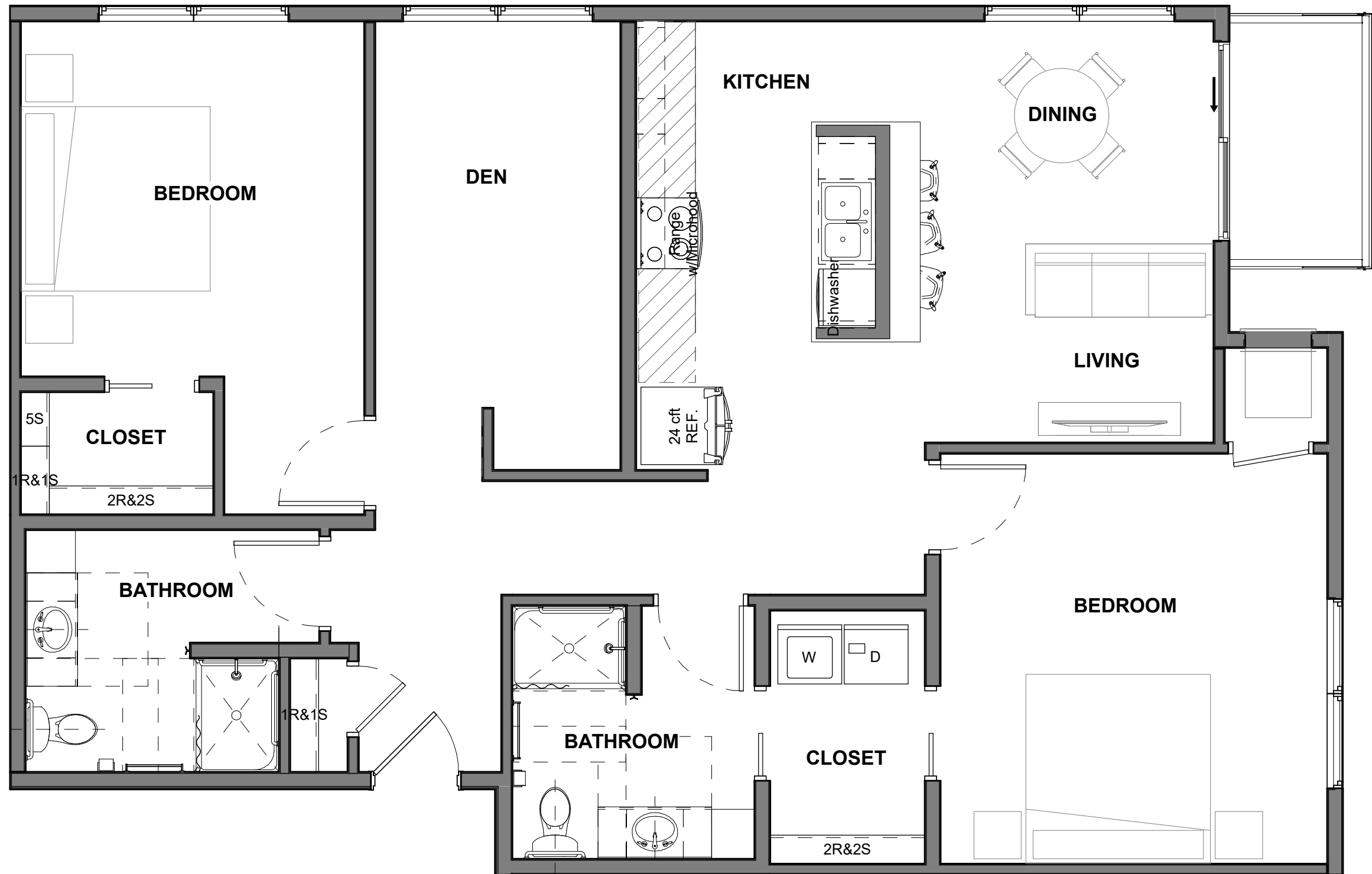


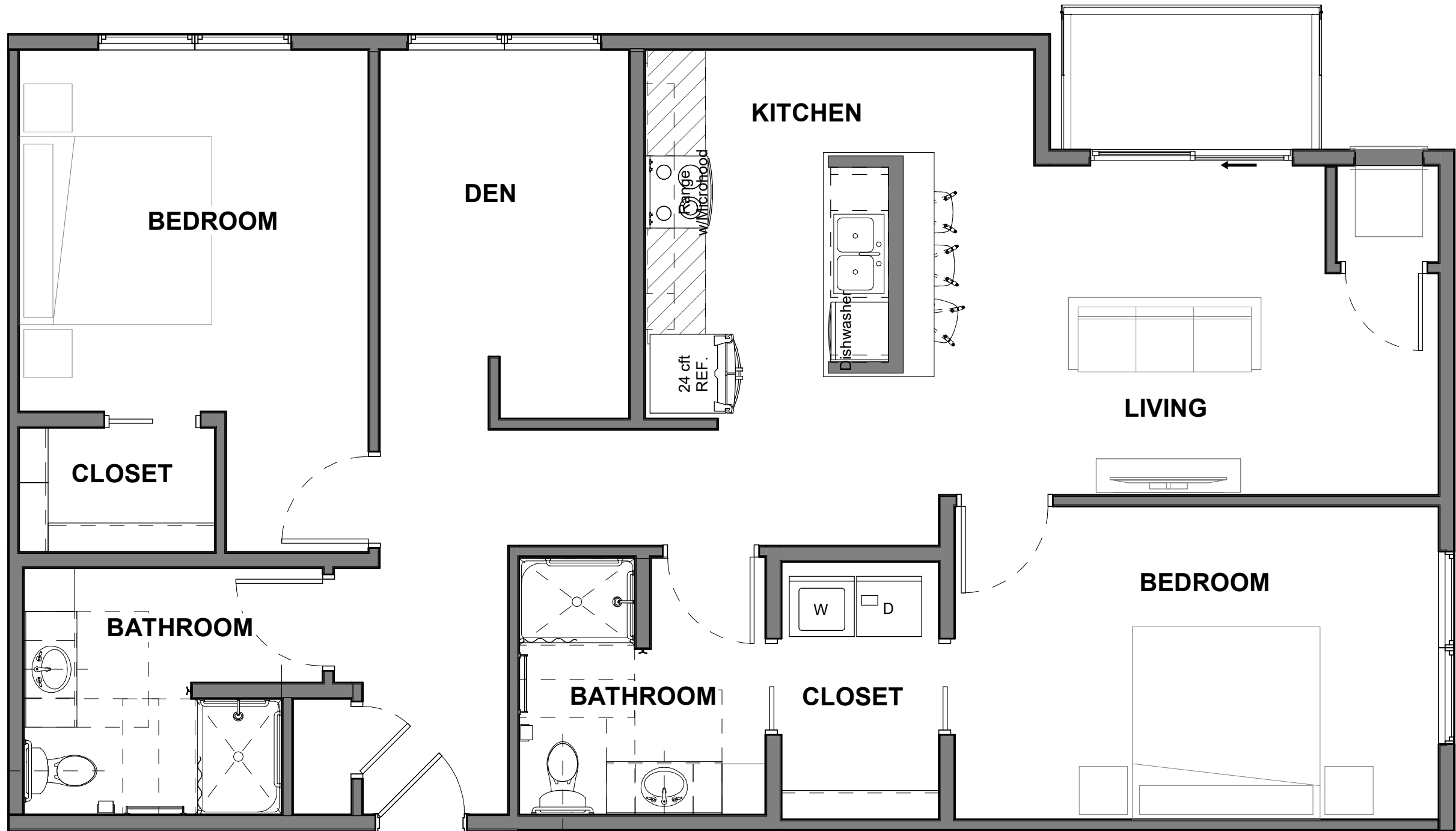




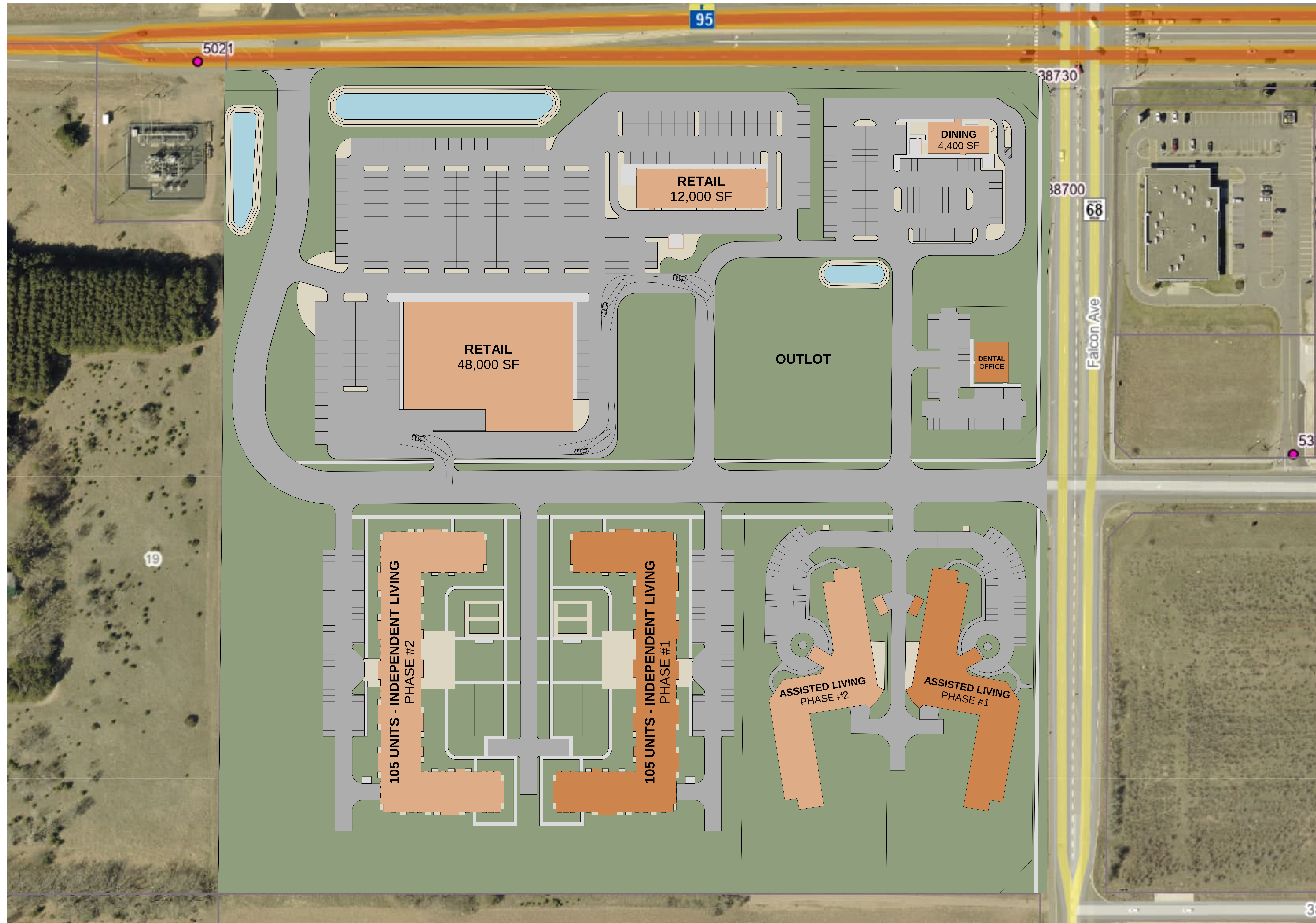








NORTH BRANCH DEVELOPMENT



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1 SITE PLAN
A-000 1" = 60'-0"



Housing Assistance Policy Application Process and Fees

The following outlines the process for the City to accept and consider requests for assistance for housing projects in the City of North Branch:

1. All applicants for housing assistance must complete and submit an Application for Public Financing form and the \$2500 fee to the City.
2. The applicant must provide all supplementary information and attachments as required in the Application for Public Financing.
3. The Application and fee will initiate the City's **preliminary** due diligence to ensure the project is consistent with the City's policies, demonstrates that the project will fill a public purpose and will be in compliance with Minnesota Statutes -- including the TIF Statutes, if TIF is requested -- and the City's land use requirements.
4. If staff determines that the preliminary due diligence requirements are met, then the City Council and their financial consultant shall conduct a preliminary proforma analysis to determine if the project has a financial gap and whether public assistance is needed.
5. After preliminary proforma analysis, staff will bring the project forward to the Council with a staff recommendation about whether the project warrants any financial assistance from the City and, if so, the amount and terms of such assistance. The staff recommendation will include an assessment of the public purpose and the City goals the project will fulfill if assistance is being recommended.

If an application is incomplete, the project does not meet minimum statutory requirements, or if the project is for a use (i.e., single family housing) that is prohibited by this Policy, it will not be brought forward by staff to the City Council.

6. The City Council will consider the staff recommendation and decide whether to provide conceptual approval of the assistance as recommended.
7. If the City Council provides conceptual approval for providing assistance to the project, the applicant shall deposit \$10,000 with the City to cover costs incurred by the City, including but not limited to, legal and consultant costs incurred as part of conducting any additional fiscal analysis that may be required to meet the requirements of utilizing any public financing, drafting and negotiating a development agreement, and establishing a TIF district or abatement.

If additional expenses are incurred beyond the \$10,000, prior to the execution of a development agreement, the City shall notify the applicant in writing, and the applicant will be required to deposit additional funds upon notice. Any unused portion of the deposit shall be returned to the applicant.

8. If the City decides to grant assistance to the applicant, the applicant and the City must enter into a Contract for Private Development containing at least the following elements:
 - a. A description of the business assistance, including the amount and type of assistance, and the type of district, if tax increment financing is provided

- b. A statement of the assistance's use and public purpose
- c. Measurable, specific, and tangible goals for the housing assistance, including income and/or rent restrictions
- d. A description of the recipient's financial obligations if the goals are not met
- e. A statement of why the subsidy is needed
- f. The City may require the application to retain ownership of the project for at least the period of time needed to complete the development and/or structure, to stabilize its occupancy, and to establish the project's management.
- g. The City may require the applicant to maintain a taxable property for an additional period of time **after** enough tax increment/abatement has been generated to repay the subsidy. This period of time is at the sole discretion of the City and will be determined on a case by case basis.

If at any point during the process the applicant or a member of the applicant's development team contacts a City Council or Economic Development Authority member, the Council member or EDA member will redirect the applicant to City staff. City Council and Economic Development Authority members will not meet directly with or have discussions with the applicant or a member of the applicant's development team.

City of North Branch, Minnesota

Housing Assistance Policy

I. PURPOSE

The purpose of this policy is to establish the criteria and procedures by which public assistance – including tax increment financing and tax abatement -- may be used to incent and support the development of logical and efficient housing development in the City that addresses a public purpose that the private sector is not accomplishing in the community without assistance.

In certain situations, the cost of utilities, streets, eligible public improvements, affordable housing, City fees, redevelopment and environmental remediation, or site acquisition may make a housing project financially infeasible. In any of these situations, the City may consider providing financial assistance to fill a demonstrated financial gap in the project when it is determined that the proposed housing project will address a demonstrated public need. This policy shall be used as a guide in reviewing housing development applications for financial assistance.

II. POLICY

It is the policy of the City of North Branch to provide financial assistance to housing projects to assist with certain development costs. A housing project receiving financing assistance must first demonstrate that it is addressing or responding to a housing need and, upon the showing of need, meet one of the City's two additional goals. Eligible projects must be a (1) rental housing project that meets or exceeds the income qualifications for tax increment financing as defined under Minnesota Statutes, Section 469.174 through 469.1794 and provides affordable rents to those units; or (2) provide for reuse or redevelopment of an existing property to increase the tax base. Housing projects may include workforce housing, senior developments, manufactured home developments and supportive housing. New construction of single-family developments and luxury rental housing are not eligible for public assistance unless they are part of a redevelopment project.

Priority will be given to projects meeting some or all the criteria below:

- Projects developed on City or EDA owned land
- Projects showing deeper levels of affordability that exceed the minimum requirements of the TIF Law
- Projects developing housing options not available in the City
- Projects including amenities that are not available in other housing developments within the community above and beyond what is typically required in developments
- Projects maximizing the density allowed under the zoning guidelines
- Projects incorporating energy efficiency and / or sustainable practices

Financial assistance may be considered to assist with the following eligible project costs:

- Construction of affordable housing
- Extending or relocating utilities or constructing utility infrastructure
- Street improvements or street assessments
- Site improvements
- Site acquisition

- Clearance and demolition expenses
- Environmental remediation
- City fees including park dedication, utility connection, or storm water fees
- Other eligible public improvements

Public assistance will be provided through issuance of a Pay-as-you-go Note, with the Developer providing the financing and being reimbursed per the terms of the Development Agreement. Assistance will be up to – and not exceed -- an amount that generates a return that is within the market return for a comparable project at the time of development.

III. PROCEDURE

A developer may request assistance from the City by submitting a financial assistance application and supporting documentation, together with the non-refundable application fee to the City of North Branch. Significant additional information may be requested at any time by the City. This information may be in addition to the materials outlined in the financial assistance application. The Applicant shall be required to submit any and all information as requested by the City.

City staff and, as appropriate, the City's municipal advisor shall review the application materials and make a preliminary recommendation to the City. The staff recommendation will include:

- a. The proposed amount of the financial assistance
- b. The proposed structure and terms of the financial assistance
- c. A rationale for the recommendation
- d. Eligible affordable housing project costs and the estimated cost of the project
- e. Past history of the developer's performance after completing due diligence on the applicant

The City may either deny or grant approval of any assistance. Once the City has completed preliminary due diligence and financial review of the application, the developer applicant shall deposit additional funds in an amount established by the City, but not less than \$10,000 as an initial escrow, to cover legal and consultant costs incurred as part of establishing a tax increment financing district, drafting and negotiating a development agreement, and conducting any fiscal analysis that may be required to meet the requirements of utilizing any public financing to support the affordable housing project proposed. If additional expenses are incurred beyond the initial deposit, prior to the execution of a development agreement, the City shall notify the applicant in writing and the applicant will be required to deposit additional funds into the escrow upon notice. Unused applicant escrow funds on deposit shall be returned to the developer applicant.

IV. GENERAL TERMS AND CONDITIONS

The project must comply with the rent and income restrictions for the term of the assistance and report the rents and incomes to the City for the term of the restrictions on an annual basis.

The City reserves the right to deny any application for financial assistance at any stage of the proceedings prior to adopting the resolution approving the financial assistance. The Applicant is not entitled to rely on any preliminary actions by the City or its staff prior to the adoption by City of a final resolution of approval of the financial assistance, and all expenditures, obligations,

costs, fees, or liabilities incurred by the Applicant in connection with the Project are incurred by the Applicant at its sole risk and expense and not in reliance on any actions of the City.

Any applicant who is not in good standing with the City, in regard to licenses, fees, taxes or other specific charges, will not be considered for receiving financial assistance.

The Applicant shall hold the City, its officers, consultants, attorneys, and agents harmless from any and all claims arising from or in connection with the project or financial assistance application, including but not limited to, any legal or actual violations of any State or Federal securities laws.

The City shall have the option of amending or waiving sections of this housing policy when they determine a change necessary or appropriate to continue to advance its housing goals.



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.



NORTH BRANCH
32810 - City of North Branch
Staff Report

Prepared By: Heidi Hamilton , Senior Project Manager

Presenter: Justin Messner, City Engineer

Date: May 27, 2026

Board & Commission: City Council

Subject: Resolution R-336-2026 Awarding the Construction Contract for the Fletcher Avenue Road and Utility Extension Project

Introduction:

Bids were received for the above-referenced project on Thursday, May 21, 2026, and were opened and read aloud. Ten bids were received. The bids were checked for mathematical accuracy. The bid summary is attached and indicates the low base bid with Alternates 1, 3, and 5 was submitted by Gustafson Excavating, Inc. in the amount of \$3,295,934.75. The Engineer's Estimate was \$4,418,302.

The base bid and recommended alternates 1, 3 and 5 includes the construction of Fletcher Avenue, Goodview Avenue, and the trunk sewer and watermain to serve the Industrial Park.

Funding/Financing:

Funding for the project is identified in the table below.

Source	Amount
Business Development Infrastructure Program from the State of Minnesota grant	\$1,050,000
TIF Everlong Holdings	\$78,337
Proceeds from Land Sale	\$2,167,597.75
Total	\$3,295,934.75

We recommend that the City Council consider these bids and award a contract in the amount of \$3,295,934.75 to Gustafson Excavating, Inc. based on the results of the bids received.

Recommended Action:

Approve Resolution R-336-2026 Awarding the Construction Contract for the Fletcher Avenue Road and Utility Extension project.

Voting Requirements:

Simple Majority

Attachment:

1. Resolution
2. Bid Summary

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-336-2026

**RESOLUTION R-336-2026 AWARDDING THE CONSTRUCTION CONTRACT FOR
THE FLETCHER AVENUE ROAD AND UTILITY EXTENSION PROJECT**

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

WHEREAS, the City Council approved the plans and specifications and authorized advertisement for bids for the Fletcher Avenue Road and Utility Extension project on April 22, 2026; and,

WHEREAS, the project was designed and advertised for bid in accordance with all applicable Minnesota laws; and,

WHEREAS, ten bids were received and publicly read aloud on May 21, 2026 and the low bid with was provided by Gustafson Excavating, Inc.; and

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

WHEREAS, the low bid of \$3,295,934.75 is well within the amount budgeted for this project;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, hereby approves the Fletcher Avenue Road and Utility Extension Contract with Gustafson Excavating, Inc. as presented in the amount of \$3,295,934.75

Whereupon said resolution was declared duly passed and adopted and was signed by the Mayor and attested by the City Administrator dated this 27th day of May 2026.

Kevin Schieber, Mayor

Attested:

Tonya Kostuch, City Clerk

BID TABULATION SUMMARY

PROJECT:

Fletcher Avenue Street & Utility Extension Project

OWNER:

City of North Branch

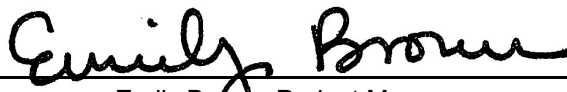
WSB PROJECT NO.:

032810-000

Bids Opened: Thursday, May 21, 2026, at 3:00 pm

Contractor	Bid Security (5%)	BASE BID	BID ALTERNATE 1	BID ALTERNATE 2	BID ALTERNATE 3	BID ALTERNATE 4	BID ALTERNATE 5
1 Gustafson Excavating, Inc.	X	\$1,988,464.05	\$367,442.50	\$830,368.00	\$662,600.80	\$371,013.00	\$277,427.40
2 Douglas-Kerr Underground, L.L.C	X	\$2,098,631.28	\$358,122.14	\$796,587.65	\$663,462.55	\$367,415.40	\$265,983.90
3 North Pine Aggregate, Inc	X	\$2,127,913.31	\$388,947.46	\$734,440.70	\$567,835.91	\$348,393.97	\$350,984.23
4 A-1 Excavating LLC	X	\$2,226,349.20	\$441,828.25	\$802,380.00	\$687,236.00	\$385,627.00	\$293,587.00
5 RL Larson Excavating Inc.	X	\$2,309,142.56	\$399,228.91	\$818,551.30	\$682,119.20	\$371,066.70	\$260,597.10
6 J.R. Ferche, Inc.	X	\$2,430,577.58	\$417,451.16	\$842,578.50	\$695,858.50	\$407,179.60	\$289,835.60
7 S R Weidema, Incorporated	X	\$2,517,686.56	\$498,431.91	\$814,274.75	\$674,480.75	\$366,994.40	\$259,588.40
8 Geislinger & Sons	X	\$2,604,346.69	\$459,233.26	\$772,626.50	\$632,980.50	\$401,343.20	\$321,747.20
9 D&D Contracting LLC	X	\$2,668,566.70	\$501,277.70	\$861,895.05	\$691,499.40	\$456,164.05	\$352,639.93
10 Dresel Contracting Inc.	X	\$2,802,876.57	\$484,048.26	\$848,226.46	\$647,407.44	\$419,047.72	\$285,310.24
Engineer's Opinion of Cost		\$2,782,977.50	\$478,308.50	\$916,120.00	\$790,160.00	\$420,976.00	\$366,856.00

I hereby certify that this is a true and correct tabulation of the bids as received on May 21, 2026.


 Emily Brown, Project Manager

 Denotes corrected figure



Prepared By: Matthew Hill, City Administrator

Presenter: Matthew Hill, City Administrator

Date: 05/21/2026

Board & Commission: City Council

Subject: Consider the application of LG214 and LG215 licenses for Merrick Inc. at Muddy Cow, North Branch (tabled from May 13, 2026 City Council meeting)

Background:

The Muddy Cow in North Branch and Merrick Inc. provided an application for charitable gambling in North Branch that was brought to the City Council at the May 13, 2026 Council meeting. This item was pulled from the Consent items, and City Council ultimately tabled the permit applications to the next City Council Meeting on May 27th at 6 PM, which would allow time for staff to get more information from the Muddy Cow, making sure that they are compliant with Ordinance 407-26.

After the meeting on May 13th, the city received acknowledgment that Muddy Cow has signed a new lease agreement with the American Legion, Post 85. Due to this action taken by the host site, the application for Merrick inc. is no longer valid. The Legion has an active Charitable Gambling license, and the updated lease agreement for the Legion to have operations at the Muddy Cow does not require City Council approval.

Staff recommends denial of the application from Merrick Inc. By denying the application, it addresses the tabled item from the last meeting.

Recommended Council Action:

Motion and Second to deny the LG214 and LG215 applications from 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:

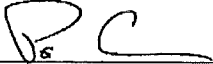
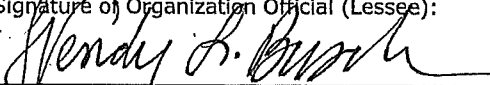
- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case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

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