



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Travis Miles
Councilmember

Kelly Neider
Councilmember

Peter Schaps
Councilmember

**CITY COUNCIL
REGULAR AGENDA
TUESDAY, NOVEMBER 12, 2024 @ 7:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CANVASSING BOARD
 - a. Canvass 2024 Election Results for Mayor and City Council Races ACTION
5. AGENDA APPROVAL
 - a. Approve Agenda ACTION
6. PRESENTATION & PROCLAMATION
7. 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.
8. 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. Approve City Council Meeting Minutes from October 22, 2024 and October 28, 2024 ACTION
 - c. Resolution No R-104-2024 Official Signatories & Depositories INFO
 - d. Transient Merchant - Solicitor's Permit ACTION

- e. Approve Resolution No. R-107-2024, Accepting the Offers of Dedication and Reducing Security for Meadows North 4th Addition ACTION
- f. Accept Ragini Varma's resignation effective December 12, 2024 ACTION
- g. Memorandum of Understanding with Teamsters Local 320 ACTION
- h. Resolution 109-24 Certifying Unpaid Charges ACTION
- i. Public Works Mower Purchase ACTION
- j. Pavement Management Plan Proposal ACTION

9. PUBLIC HEARINGS

10. STAFF REPORTS

- a. Resolution R-110-2024 Approving Westside Commons Sr Housing Concept Plan and Comprehensive Plan Amendment ACTION
- b. Resolution 105-2024 Certifying Funds for North Branch Fire Relief Association in 2025 ACTION
- c. Resolution to Accept Accounting Services Proposal ACTION
- d. Compost Operations Follow Up ACTION
- e. Contract for IT Services ACTION
- f. October Liquor Operations update INFO

11. MAYOR/CITY COUNCIL

- a. Closed Session pursuant to Minnesota Statutes 13D.03 for Labor Negotiations Strategy VERBAL UPDATE
- b. Closed Session pursuant to Minnesota Statutes 13D.05 to discuss Sale of City Owned Land 38791 Forest Boulevard ACTION

12. ADJOURNMENT

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



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 11/04/2024

Board & Commission: City Council

Subject: Canvass 2024 Election Results for Mayor and City Council Races

The 2024 general election is now over and the City Council will need to serve as the Canvassing Board to certify the election results. The elections results are included in the resolution.

Voting Requirements:

Voting Options Simple Majority

City of North Branch, Minnesota

Resolution No. 108-24

Certifying 2024 General Election Results

WHEREAS, on November 5, 2024, a general election was held in the City of North Branch for the office of Mayor and for two Councilmember seats and;

WHEREAS, the candidates received the following number of votes:

	Office of Mayor	Votes	Office of Councilmember	Votes
Precinct A	Lorraine Moeller	1,193	Robert Canada	936
	Kevin Schieber	1,584	Jeff Goulet	1,127
	Write-In	23	Jim Ibinger	705
			Ka Bao Jennrich	715
			Paul Schneidewind	682
			Write-In	26
Precinct B	Lorraine Moeller	436	Robert Canada	303
	Kevin Schieber	553	Jeff Goulet	437
	Write-In	11	Jim Ibinger	358
			Ka Bao Jennrich	237
			Paul Schneidewind	154
			Write-In	25
Precinct C	Lorraine Moeller	722	Robert Canada	620
	Kevin Schieber	1,036	Jeff Goulet	716
	Write-In	14	Jim Ibinger	572
			Ka Bao Jennrich	472
			Paul Schneidewind	301
			Write-In	20
Totals	Kevin Schieber	3,173	Jeff Goulet	2,280
	Lorraine Moeller	2,351	Robert Canada	1,859
	Write-In	48	Jim Ibinger	1,635
			Ka Bao Jennrich	1,424
			Paul Schneidewind	1,137
			Write-In	71

NOW THEREFORE BE IT RESOLVED, that:

1. Kevin Schieber having received the greatest number of votes for the office of Mayor, is hereby declared to be elected.
2. Jeff Goulet and Robert Canada having received the two highest number of votes for the office of Councilmember are hereby declared to be elected.

3. The City Clerk is hereby directed to transmit a certified copy of these results to the County Auditor-Treasurer of Chisago County.

Kevin Schieber, Mayor

ATTEST:

Matthew A. Hill, City Administrator



Prepared By:

Presenter:

Date: 05/30/2024

Board & Commission: City Council

Subject: Claims

Voting Requirements:

Voting Options Simple Majority

City of North Branch

ACH Checks

5595 - 5607 \$269,384.58

Checks

90334 - 90342 \$38,264.69

90343 - 90348 \$71,116.16

90349 - 90452 \$531,468.15

Credit Card Transactions

09/06/2024 to 10/05/2024 Transactions

Total paid to US Bank Paid 10/20/2024

\$63,942.75

Payroll

October 25, 2024 - \$104,792.35

November 8, 2024 - \$105,703.60

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 10/25/2024 - 1:02PM
Batch: 00005.10.2024 - 10252024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1662	Amazon Capital Services			Check Sequence: 1	ACH Enabled: False
16XL-HJQY-4LFG	USB FLASH DRIVES & COPY PAPER	203.20	10/25/2024	101-42110-50210	
	Check Total:	203.20			
Vendor: 1646	Ameritas			Check Sequence: 2	ACH Enabled: False
1025 AMER	RETIREMENT CONTRIBUTIONS	90.00	10/25/2024	101-00000-21705	
	Check Total:	90.00			
Vendor: 1026	Applied Concepts, Inc.			Check Sequence: 3	ACH Enabled: False
446047	DASH MOUNTED RADAR	3,169.55	10/25/2024	101-42110-50404	
	Check Total:	3,169.55			
Vendor: 1905	Cemstone Products Co., Inc.			Check Sequence: 4	ACH Enabled: False
7582188	NORTHWOODS DNR GRANT	1,695.00	10/25/2024	486-46500-50506	
7587955	NORTHWOODS DNR GRANT	3,190.00	10/25/2024	486-46500-50506	
	Check Total:	4,885.00			
Vendor: 1160	Emergency Equip. Connections			Check Sequence: 5	ACH Enabled: False
2337	Squad GUARD Removal-TO BE REUSED	237.26	10/25/2024	101-42110-50404	
	Check Total:	237.26			
Vendor: 2131	GMP Consultants			Check Sequence: 6	ACH Enabled: False
24-755	INV 3 OF 3 FOR CITY ADMIN SEARCH	5,000.00	10/25/2024	101-41310-50300	
24-756	INV 2 OF 2 FOR COMM DEV EVAL	1,500.00	10/25/2024	101-41910-50300	
24-756	INV 2 OF 2 FOR COMM DEV EVAL	1,500.00	10/25/2024	201-46500-50300	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	8,000.00			
Vendor: 1269	IUOE Local 49 Fringe Benefit			Check Sequence: 7	ACH Enabled: False
FOR DEC 2024	49ERS HEALTH FOR DEC 2024	17,700.00	10/25/2024	101-00000-21706	
	Check Total:	17,700.00			
Vendor: 1677	Springbrook Holding Company, LLC			Check Sequence: 8	ACH Enabled: False
000080	CM INV-000080 FINANCE SUITE SUBSC CR	-78.00	10/25/2024	612-49700-50300	
000080	CM INV-000080 FINANCE SUITE SUBSC CR	-78.00	10/25/2024	602-49450-50300	
000080	CM INV-000080 FINANCE SUITE SUBSC CR	-104.00	10/25/2024	101-41400-50300	
000080	CM INV-000080 FINANCE SUITE SUBSC CR	-104.00	10/25/2024	101-41500-50300	
7774	INV-007774 UB PROJECT	60.00	10/25/2024	615-49550-50300	
8299	UB IMPLEMENTATION	2,880.00	10/25/2024	615-49550-50300	
CM-000739	CREDIT MEMO	-1,320.21	10/25/2024	612-49700-50300	
	Check Total:	1,255.79			
Vendor: 1550	Streichers			Check Sequence: 9	ACH Enabled: False
1713358	UNIFORM ITEM - DS	245.00	10/25/2024	101-42110-50237	
1723985	UNIFORM ITEMS - KL	1,893.89	10/25/2024	101-42110-50201	
1724690	OPTIC -RS	585.00	10/25/2024	101-42110-50237	
	Check Total:	2,723.89			
	Total for Check Run:	38,264.69			
	Total of Number of Checks:	9			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 11/01/2024 - 2:46PM
Batch: 00001.11.2024 - 11012024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1047	BCA			Check Sequence: 1	ACH Enabled: False
823818	CJDN ACCESS FEE (BCA)	600.00	11/01/2024	101-42110-50300	
	Check Total:	600.00			
Vendor: 1377	Minnesota Bureau of Criminal Apprehension BCA Training			Check Sequence: 2	ACH Enabled: False
37492	LABOR CONTRACTS & ARBITRATION	300.00	11/01/2024	101-00000-15500	
37546	PREDATORY OFFENDER TRAINING - RS	25.00	11/01/2024	101-00000-15500	
	Check Total:	325.00			
Vendor: 1152	Ehlers			Check Sequence: 3	ACH Enabled: False
99341	2024 Continuing Disclosure Reporting	3,900.00	11/01/2024	322-47000-50620	
99342	General Economic Development	756.25	11/01/2024	201-46500-50300	
	Check Total:	4,656.25			
Vendor: 2197	Kraus-Anderson Construction Company			Check Sequence: 4	ACH Enabled: False
66903	Facility Condition Assessment	50,000.00	11/01/2024	101-41910-50300	
	Check Total:	50,000.00			
Vendor: 1991	MN Department of Commerce			Check Sequence: 5	ACH Enabled: False
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	0.24	11/01/2024	612-00000-37301	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	1.74	11/01/2024	615-00000-20400	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	100.00	11/01/2024	609-48000-50340	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	365.00	11/01/2024	615-00000-21400	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	1,500.00	11/01/2024	101-00000-20230	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	2.66	11/01/2024	620-00000-20400	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	580.67	11/01/2024	620-00000-11550	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	-18.87	11/01/2024	458-00000-11500	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	0.24	11/01/2024	101-49990-50430	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	1.00	11/01/2024	101-00000-34950	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	168.00	11/01/2024	615-00000-11550	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	-27.33	11/01/2024	615-00000-11550	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	5,000.00	11/01/2024	101-00000-22000	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	25.00	11/01/2024	101-41110-50331	
2024 UNCLAIMED	2024 UNCLAIMED PROPERTY	2,498.25	11/01/2024	620-00000-21400	
	Check Total:	10,196.60			
Vendor: 1386	MN Dept Of Labor /Industry Bld			Check Sequence: 6	ACH Enabled: False
Q3 SURCHARGE	2024 Q3 BLDG PERMIT SURCHARGE	5,338.31	11/01/2024	101-00000-21716	
	Check Total:	5,338.31			
	Total for Check Run:	71,116.16			
	Total of Number of Checks:	6			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 11/08/2024 - 2:49PM
Batch: 00002.11.2024 - 11082024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1005	Ace Solid Waste			Check Sequence: 1	ACH Enabled: False
11187166T067	TRASH SERVICE	245.56	11/08/2024	602-49450-50387	
11187166T067	TRASH SERVICE	65.02	11/08/2024	101-42280-50387	
11187166T067	TRASH SERVICE	97.57	11/08/2024	615-49550-50387	
11187166T067	TRASH SERVICE	190.35	11/08/2024	101-41940-50387	
11187166T067	TRASH SERVICE	58.13	11/08/2024	615-49550-50387	
11187166T067	TRASH SERVICE	140.44	11/08/2024	609-49750-50387	
11187166T067	TRASH SERVICE	308.52	11/08/2024	101-43000-50387	
11187166T067	TRASH SERVICE	102.31	11/08/2024	101-45500-50387	
	Check Total:	1,207.90			
Vendor: 2140	Alert 360 Opco, Inc.			Check Sequence: 2	ACH Enabled: False
15257363	Monitoring - Commercial 11/01/24 to 11/30/24	56.16	11/08/2024	609-49750-50300	
15257365	Monitoring - Commercial 11/01/24 to 11/30/24	70.45	11/08/2024	609-48000-50300	
	Check Total:	126.61			
Vendor: 1747	All-State Communications			Check Sequence: 3	ACH Enabled: False
346801	CAT 6 CABLE WWTP	439.40	11/08/2024	602-49450-50300	
	Check Total:	439.40			
Vendor: 2012	Alltrees, LLC			Check Sequence: 4	ACH Enabled: False
2624	GEN BLDG CAMERAS	28,600.07	11/08/2024	620-49600-50300	
2625	SECURITY CAMERAS	6,647.86	11/08/2024	602-49450-50210	
2625	SECURITY CAMERAS	6,647.87	11/08/2024	602-49450-50210	
	Check Total:	41,895.80			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1662	Amazon Capital Services			Check Sequence: 5	ACH Enabled: False
1V1H-4JH6-3TQV	BATTERIES & NOTE PADS	89.81	11/08/2024	101-42110-50210	
1X3R-1VM9-37V3	FLASHLIGHT & BATTERIES	239.37	11/08/2024	101-42110-50237	
	Check Total:	329.18			
Vendor: 1646	Ameritas			Check Sequence: 6	ACH Enabled: False
AMER 1108	OTHER RETIREMENT	90.00	11/08/2024	101-00000-21705	
	Check Total:	90.00			
Vendor: 1023	Amphora Imports, LLC			Check Sequence: 7	ACH Enabled: False
18436	WINE SALES	264.65	11/08/2024	609-49750-50253	
	Check Total:	264.65			
Vendor: 1029	Artisan Beer Company			Check Sequence: 8	ACH Enabled: False
3716854	BEER	141.50	11/08/2024	609-48000-50252	
3716855	BEER	110.80	11/08/2024	609-48000-50252	
3716856	THC	69.20	11/08/2024	609-48000-50254	
3718571	BEER	95.40	11/08/2024	609-49750-50252	
3718572	BEER	55.40	11/08/2024	609-48000-50252	
3718573	THC	96.90	11/08/2024	609-48000-50254	
3720242	BEER	83.00	11/08/2024	609-49750-50252	
3720243	BEER	184.60	11/08/2024	609-49750-50252	
3720244	BEER	98.50	11/08/2024	609-49750-50252	
3721852	BEER	40.00	11/08/2024	609-49750-50252	
3721853	BEER	138.50	11/08/2024	609-48000-50252	
3723552	BEER	83.00	11/08/2024	609-49750-50252	
3723553	BEER	73.80	11/08/2024	609-48000-50252	
	Check Total:	1,270.60			
Vendor: 1031	Aspen Mills			Check Sequence: 9	ACH Enabled: False
341619	UNIFORM ITEMS - DM	152.61	11/08/2024	101-42110-50237	
	Check Total:	152.61			
Vendor: 1036	AT & T Mobility			Check Sequence: 10	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
287294264933X11	WIRELESS SERVICES	123.69	11/08/2024	615-49550-50380	
287294264933X11	WIRELESS SERVICES	38.23	11/08/2024	609-48000-50243	
287294264933X11	WIRELESS SERVICES	261.53	11/08/2024	101-42280-50321	
287294264933X11	WIRELESS SERVICES	38.23	11/08/2024	609-49750-50243	
287294264933X11	WIRELESS SERVICES	1,899.52	11/08/2024	101-42110-50300	
287294265529X11	WIRELESS SERVICES	44.88	11/08/2024	609-48000-50321	
287294265529X11	WIRELESS SERVICES	89.76	11/08/2024	609-49750-50321	
287294265529X11	WIRELESS SERVICES	44.88	11/08/2024	101-41310-50320	
287294265529X11	WIRELESS SERVICES	176.30	11/08/2024	602-49450-50321	
287294265529X11	WIRELESS SERVICES	89.76	11/08/2024	101-42400-50321	
287294265529X11	WIRELESS SERVICES	88.15	11/08/2024	101-41910-50321	
287294265529X11	WIRELESS SERVICES	556.50	11/08/2024	101-43000-50321	
287294265529X11	WIRELESS SERVICES	44.88	11/08/2024	101-41500-50321	
287294265529X11	WIRELESS SERVICES	187.14	11/08/2024	615-49550-50321	
287294265529X11	WIRELESS SERVICES	63.19	11/08/2024	620-49600-50321	
	Check Total:	3,746.64			
Vendor: 1038	Automatic Systems Co.			Check Sequence: 11	ACH Enabled: False
42361	BLAKESLEE LIFT CONTROL PANEL	26,735.00	11/08/2024	602-49450-50407	
	Check Total:	26,735.00			
Vendor: 1049	Bellboy Corporation			Check Sequence: 12	ACH Enabled: False
0109033300	N/A SALES	149.18	11/08/2024	609-49750-50250	
0109062100	OPERATING SUPPLIES	64.12	11/08/2024	609-49750-50210	
0109062100	N/A SALES	180.50	11/08/2024	609-49750-50250	
0109062200	LIQUOR	0.00	11/08/2024	609-49750-50251	
0109062200	OPERATING SUPPLIES	195.32	11/08/2024	609-48000-50210	
0109062200	N/A SALES	93.36	11/08/2024	609-48000-50250	
0109062200	THC	0.00	11/08/2024	609-49750-50254	
0109062200	WINE	0.00	11/08/2024	609-49750-50253	
0205337200	LIQUOR	346.80	11/08/2024	609-48000-50251	
0205337200	WINE	57.20	11/08/2024	609-48000-50253	
0205337200	N/A SALES	0.00	11/08/2024	609-48000-50250	
0205337200	OPERATING SUPPLIES	0.00	11/08/2024	609-48000-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
0205413700	LIQUOR	1,804.49	11/08/2024	609-49750-50251	
0205415700	LIQUOR	278.75	11/08/2024	609-48000-50251	
0205450900	LIQUOR	246.00	11/08/2024	609-49750-50251	
0205496600	THC	0.00	11/08/2024	609-49750-50254	
0205496600	LIQUOR	3,340.25	11/08/2024	609-48000-50251	
0205496600	WINE	105.65	11/08/2024	609-48000-50253	
0205496900	THC	108.00	11/08/2024	609-49750-50254	
0205496900	WINE	104.00	11/08/2024	609-49750-50253	
0205496900	LIQUOR	4,091.35	11/08/2024	609-49750-50251	
0205571500	LIQUOR	684.50	11/08/2024	609-49750-50251	
0205571600	LIQUOR	1,082.25	11/08/2024	609-48000-50251	
118212607	LIQUOR	282.30	11/08/2024	609-48000-50251	
Check Total:		13,214.02			
Vendor: 1052	Bernicks			Check Sequence: 13	ACH Enabled: False
10273774	N/A SALES	0.00	11/08/2024	609-48000-50250	
10273774	BEER	1,284.30	11/08/2024	609-48000-50252	
10273774	LIQUOR	0.00	11/08/2024	609-48000-50251	
10273775	NA SALES	15.00	11/08/2024	609-48000-50250	
10273776	BEER CREDIT	-43.00	11/08/2024	609-48000-50252	
10276312	THC	85.00	11/08/2024	609-48000-50254	
10276313	BEER	938.20	11/08/2024	609-48000-50252	
10278799	BEER	5,899.35	11/08/2024	609-49750-50252	
10278800	N/A SALES	36.88	11/08/2024	609-49750-50250	
10278801	BEER CREDIT	-121.83	11/08/2024	609-49750-50252	
10278808	THC	181.00	11/08/2024	609-48000-50254	
10278809	BEER	1,433.80	11/08/2024	609-48000-50252	
10278809	N/A SALES	28.70	11/08/2024	609-48000-50250	
10281391	THC	96.00	11/08/2024	609-49750-50254	
10281392	BEER	2,488.20	11/08/2024	609-49750-50252	
10281392	N/A SALES	57.40	11/08/2024	609-49750-50250	
10281393	N/A SALES	16.80	11/08/2024	609-49750-50250	
10281394	BEER CREDIT	-44.35	11/08/2024	609-49750-50252	
10281400	THC	0.00	11/08/2024	609-49750-50254	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10281400	BEER	1,053.15	11/08/2024	609-48000-50252	
10281401	BEER CREDIT	-14.64	11/08/2024	609-48000-50252	
10283886	THC	192.00	11/08/2024	609-49750-50254	
10283887	LIQUOR	64.50	11/08/2024	609-49750-50251	
10283887	BEER	6,096.10	11/08/2024	609-49750-50252	
10283887	N/A SALES	124.70	11/08/2024	609-49750-50250	
10283894	BEER	1,792.95	11/08/2024	609-48000-50252	
10283894	BEER	0.00	11/08/2024	609-49750-50252	
10283894	WINE	0.00	11/08/2024	609-49750-50253	
10283894	THC	0.00	11/08/2024	609-49750-50254	
10283895	BEER CREDIT	-128.04	11/08/2024	609-48000-50252	
	Check Total:	21,532.17			
Vendor: 1899	BlueCross/Blue Shield Minnesota			Check Sequence: 14	ACH Enabled: False
241101194523	OCT 2024 VISION	117.62	11/08/2024	101-00000-21706	
	Check Total:	117.62			
Vendor: 1066	Breakthru Beverage MN			Check Sequence: 15	ACH Enabled: False
118011402	N/A SALES	184.95	11/08/2024	609-48000-50250	
118114650	N/A SALES	182.76	11/08/2024	609-48000-50250	
118212606	WINE	414.60	11/08/2024	609-48000-50253	
118215426	WINE	1,004.50	11/08/2024	609-49750-50253	
118215427	LIQUOR	207.60	11/08/2024	609-49750-50251	
118217241	BEER	142.50	11/08/2024	609-49750-50252	
118327680	WINE	0.00	11/08/2024	609-49750-50253	
118327680	BEER	142.50	11/08/2024	609-48000-50252	
118329001	N/A SALES	138.50	11/08/2024	609-48000-50250	
118329001	WINE	0.00	11/08/2024	609-49750-50253	
118329339	LIQUOR	801.85	11/08/2024	609-49750-50251	
118329340	N/A SALES	219.98	11/08/2024	609-49750-50250	
118437322	BEER	555.00	11/08/2024	609-49750-50252	
118438104	LIQUOR	2,422.65	11/08/2024	609-48000-50251	
118438633	LIQUOR	1,240.18	11/08/2024	609-49750-50251	
2299780	LIQUOR	256.00	11/08/2024	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2299780	LIQUOR	2,719.95	11/08/2024	609-48000-50251	
412898609	N/A SALES CREDIT	-39.61	11/08/2024	609-49750-50250	
	Check Total:	10,593.91			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 16	ACH Enabled: False
3048861	BEER	1,685.10	11/08/2024	609-49750-50252	
	Check Total:	1,685.10			
Vendor: 1085	Carlson Fire Extinguisher S&S			Check Sequence: 17	ACH Enabled: False
322760	EXT RECHARGE & POWDER	50.50	11/08/2024	101-42110-50404	
322763	#524 RECHARGE/POWDER	32.20	11/08/2024	101-42110-50404	
	Check Total:	82.70			
Vendor: 1905	Cemstone Products Co., Inc.			Check Sequence: 18	ACH Enabled: False
7531351	NORTHWOODS PARK DNR GRANT	1,600.00	11/08/2024	486-46500-50506	
	Check Total:	1,600.00			
Vendor: 1092	Central Pension Fund			Check Sequence: 19	ACH Enabled: False
FOR OCT 2024	OTHER RETIREMENT	4,807.75	11/08/2024	101-00000-21705	
	Check Total:	4,807.75			
Vendor: 2184	Chase Transportation International LLC			Check Sequence: 20	ACH Enabled: False
2871	WW LIME DELIVERY	1,100.00	11/08/2024	602-49450-50300	
	Check Total:	1,100.00			
Vendor: 1103	Chisago County Recorder			Check Sequence: 21	ACH Enabled: False
202400000210	A 679395 - AGREEMENT	46.00	11/08/2024	101-41400-50443	
	Check Total:	46.00			
Vendor: 1113	Clifton Larson Allen LLP			Check Sequence: 22	ACH Enabled: False
L241631977	ADD'L AUDIT RELATED TO WATER/LIGHT	2,796.68	11/08/2024	615-49550-50301	
L241631977	ADD'L AUDIT RELATED TO WATER/LIGHT	2,796.67	11/08/2024	620-49600-50301	
	Check Total:	5,593.35			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1917	Cool Air Mechanical, Inc.			Check Sequence: 23	ACH Enabled: False
324700	REPAIRS WALK IN COOLER	2,592.44	11/08/2024	609-49750-50404	
325002	REPAIRS WINE COOLER	1,042.18	11/08/2024	609-49750-50404	
	Check Total:	3,634.62			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 24	ACH Enabled: False
2011410	N/A SALES	148.71	11/08/2024	609-48000-50250	
2011488	N/A SALES	218.24	11/08/2024	609-49750-50250	
	Check Total:	366.95			
Vendor: 1709	Customized Safety Training, LLC			Check Sequence: 25	ACH Enabled: False
67620	AHA BLS RECERT 24 FF	1,680.00	11/08/2024	101-42280-50332	
	Check Total:	1,680.00			
Vendor: 1129	Dahlheimer Distributing			Check Sequence: 26	ACH Enabled: False
2299780	BEER	2,719.95	11/08/2024	609-48000-50252	
2299780	LIQUOR	256.00	11/08/2024	609-48000-50251	
2305270	THC	-14.17	11/08/2024	609-48000-50254	
2305271	LIQUOR	2,288.80	11/08/2024	609-48000-50251	
2305271	LIQUOR	101.00	11/08/2024	609-48000-50251	
2307475	BEER	3,171.50	11/08/2024	609-48000-50252	
2310453	BEER	8,310.69	11/08/2024	609-49750-50252	
2310453	LIQUOR	94.50	11/08/2024	609-49750-50251	
2310754	THC	155.00	11/08/2024	609-49750-50254	
2310755	N/A SALES	323.40	11/08/2024	609-49750-50250	
2315974	N/A SALES	102.00	11/08/2024	609-48000-50250	
2316311	THC	69.00	11/08/2024	609-49750-50254	
2316513	THC	0.00	11/08/2024	609-49750-50254	
2316513	N/A SALES	59.25	11/08/2024	609-48000-50250	
2316513	THC	80.00	11/08/2024	609-48000-50254	
2316514	LIQUOR	547.60	11/08/2024	609-49750-50251	
2316515	BEER	7,148.35	11/08/2024	609-49750-50252	
2316516	N/A SALES	203.45	11/08/2024	609-49750-50250	
2320313	BEER	15,165.05	11/08/2024	609-49750-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2321556	THC	165.00	11/08/2024	609-49750-50254	
2321557	N/A SALES	84.60	11/08/2024	609-49750-50250	
2321558	LIQUOR	52.60	11/08/2024	609-49750-50251	
2321593	N/A SALES	102.00	11/08/2024	609-48000-50250	
2321594	LIQUOR	162.00	11/08/2024	609-48000-50251	
2321594	BEER	4,184.10	11/08/2024	609-48000-50252	
2652355	LIQUOR	378.00	11/08/2024	609-48000-50251	
2652355	BEER	1,817.25	11/08/2024	609-48000-50252	
	Check Total:	47,726.92			
Vendor: 1131 01-54822	Dairyland Supply, Inc. BIOSOLIDS HAULING TRAILER RENTAL	11,570.00	11/08/2024	Check Sequence: 27 602-49450-50415	ACH Enabled: False
	Check Total:	11,570.00			
Vendor: 1143 4849201332	Dr Pepper Snapple Group N/A SALES	280.98	11/08/2024	Check Sequence: 28 609-49750-50250	ACH Enabled: False
	Check Total:	280.98			
Vendor: 1146 137908	Earl F. Andersen VIKING WAY SIGNS - 18	934.75	11/08/2024	Check Sequence: 29 101-43000-50226	ACH Enabled: False
	Check Total:	934.75			
Vendor: 1147 90662	East Central Energy - Braham PREAUTHORIZED LANDLORD AGREEMEN	10.74	11/08/2024	Check Sequence: 30 101-41940-50401	ACH Enabled: False
	Check Total:	10.74			
Vendor: 1151 1020703	ECM Publishers, Inc. SCOTSMAN LEGALS NOTICE	100.00	11/08/2024	Check Sequence: 31 101-41910-50351	ACH Enabled: False
	Check Total:	100.00			
Vendor: 1163 4219	Empire Pipe Services ANNUAL HWY 95 SANITARY TELEVISION	5,290.00	11/08/2024	Check Sequence: 32 602-49450-50407	ACH Enabled: False
	Check Total:	5,290.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1166 508722-110624	Enterprise FM Trust 2020 DODGE DURANGO LEASE	455.36	11/08/2024	Check Sequence: 33 101-42110-50229	ACH Enabled: False
	Check Total:	455.36			
Vendor: 1168 CD202416304	Envirotech CHEMICALS	6,380.28	11/08/2024	Check Sequence: 34 101-43000-50308	ACH Enabled: False
	Check Total:	6,380.28			
Vendor: 2202 SB ACTIVATE	Jillian Fairbanks MILEAGE - PER DIEM - AIRPORT PARKING	279.50	11/08/2024	Check Sequence: 35 615-49550-50332	ACH Enabled: False
	Check Total:	279.50			
Vendor: 1706 FOR SEPT FOR SEPT FOR SEPT FOR SEPT	Flaherty & Hood, P.A. ASH ST PROJECT GENERAL MUNICIPAL MATTERS GENERAL MATTERS GENERAL REAL ESTATE MATTERS	102.50 341.25 1,076.25 1,383.75	11/08/2024 11/08/2024 11/08/2024 11/08/2024	Check Sequence: 36 101-00000-21169 101-41910-50304 201-46500-50304 101-49990-50300	ACH Enabled: False
	Check Total:	2,903.75			
Vendor: 2172 11/1/2024 Expen	Tiffani Folstad Springbrook Conference 2024 Per Diem, Travel	610.33	11/08/2024	Check Sequence: 37 101-41500-50331	ACH Enabled: False
	Check Total:	610.33			
Vendor: 2198 24010025	Daniel Gazelka BASE AUDIT PACKAGE	2,959.92	11/08/2024	Check Sequence: 38 101-42110-50300	ACH Enabled: False
	Check Total:	2,959.92			
Vendor: 1206 145497	Genesis Technology Communications, LLC PARKS WIFI	179.95	11/08/2024	Check Sequence: 39 101-45000-50321	ACH Enabled: False
	Check Total:	179.95			
Vendor: 1216 4100643 4100643	Gopher State One-Call, Inc. 315 BILLABLE TICKETS 315 BILLABLE TICKETS	141.75 141.75	11/08/2024 11/08/2024	Check Sequence: 40 615-49550-50300 602-49450-50300	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4100643	315 BILLABLE TICKETS	141.75	11/08/2024	612-49700-50300	
	Check Total:	425.25			
Vendor: 1222	Granite Electronics			Check Sequence: 41	ACH Enabled: False
2248005	MOTOR 410TH ST SIREN	1,865.00	11/08/2024	101-42500-50404	
2248678	PROGRAM INSTALL RADIOS	2,540.30	11/08/2024	101-42280-50404	
	Check Total:	4,405.30			
Vendor: 2194	Harolds Auto Repair			Check Sequence: 42	ACH Enabled: False
95366	UNLOADING BIOSET	1,400.00	11/08/2024	602-49450-50300	
	Check Total:	1,400.00			
Vendor: 1238	Michael Haseltine			Check Sequence: 43	ACH Enabled: False
18581	BIO SET PUMP OUT	475.00	11/08/2024	602-49450-50300	
	Check Total:	475.00			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 44	ACH Enabled: False
6895352	CHEMICALS	3,226.42	11/08/2024	602-49450-50210	
	Check Total:	3,226.42			
Vendor: 1246	Hohensteins, Inc.			Check Sequence: 45	ACH Enabled: False
258976	BEER	396.00	11/08/2024	609-48000-50252	
763780	BEER	169.00	11/08/2024	609-49750-50252	
763780	N/A SALES	54.00	11/08/2024	609-49750-50250	
763796	BEER	169.00	11/08/2024	609-48000-50252	
	Check Total:	788.00			
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 46	ACH Enabled: False
092421135	09/05/2024 ADVERTISING REF: 298538	70.00	11/08/2024	609-49750-50340	
259828	ORD 288-24, 387-24, 386-24, 385-24, 389-24	46.74	11/08/2024	101-41910-50351	
949999	10/3/2024 ADVERTISING REF: 1850109	70.00	11/08/2024	609-48000-50340	
951833	PUBLIC HEARING NOTICES	17.85	11/08/2024	101-41910-50351	
	Check Total:	204.59			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1268	IUOE Local #49			Check Sequence: 47	ACH Enabled: False
FOR DEC 2024	UNION DUES FOR DEC 2024	420.00	11/08/2024	101-00000-21708	
	Check Total:	420.00			
Vendor: 1279	Johnson Brothers Liquor Co.			Check Sequence: 48	ACH Enabled: False
103413	LIQUOR	15.83	11/08/2024	609-49750-50251	
103413	WINE	16.25	11/08/2024	609-49750-50253	
110075	WINE CREDIT	-10.01	11/08/2024	609-49750-50253	
110076	LIQUOR CREDIT	-39.53	11/08/2024	609-49750-50251	
110077	WINE CREDIT	-56.00	11/08/2024	609-49750-50253	
2638058	LIQUOR	378.82	11/08/2024	609-48000-50251	
2638061	LIQUOR	332.85	11/08/2024	609-48000-50251	
2638062	WINE	273.10	11/08/2024	609-48000-50253	
2638063	N/A SALES	45.82	11/08/2024	609-48000-50250	
2638064	LIQUOR	145.82	11/08/2024	609-48000-50251	
2638065	WINE	281.46	11/08/2024	609-48000-50253	
2638066	N/A SALES	91.64	11/08/2024	609-48000-50250	
2642856	WINE	1.82	11/08/2024	609-49750-50253	
2642857	LIQUOR	1,481.24	11/08/2024	609-49750-50251	
2642858	LIQUOR	762.70	11/08/2024	609-49750-50251	
2642859	WINE	246.30	11/08/2024	609-49750-50253	
2642860	LIQUOR	271.82	11/08/2024	609-48000-50251	
2642861	WINE	2,356.78	11/08/2024	609-49750-50253	
2642862	N/A SALES	37.82	11/08/2024	609-48000-50250	
2642863	WINE	1,856.04	11/08/2024	609-48000-50253	
2644228	WINE	268.86	11/08/2024	609-49750-50253	
2647637	LIQUOR	271.82	11/08/2024	609-49750-50251	
2647638	LIQUOR	465.10	11/08/2024	609-49750-50251	
2647639	WINE	2,034.96	11/08/2024	609-49750-50253	
2647640	N/A SALES	49.82	11/08/2024	609-49750-50250	
2647641	LIQUOR	2,049.16	11/08/2024	609-49750-50251	
2647642	LIQUOR	517.41	11/08/2024	609-49750-50251	
2647643	LIQUOR	1,911.10	11/08/2024	609-49750-50251	
2647644	WINE	741.07	11/08/2024	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2647645	N/A SALES	49.82	11/08/2024	609-49750-50250	
2647646	LIQUOR	280.64	11/08/2024	609-48000-50251	
2647647	WINE	1,719.68	11/08/2024	609-48000-50253	
2647648	WINE	139.64	11/08/2024	609-48000-50253	
2647649	LIQUOR	1,164.40	11/08/2024	609-48000-50251	
2647650	LIQUOR	242.38	11/08/2024	609-48000-50251	
2647651	WINE	712.23	11/08/2024	609-48000-50253	
2652352	LIQUOR	127.82	11/08/2024	609-49750-50251	
2652353	LIQUOR	2,769.90	11/08/2024	609-49750-50251	
2652354	LIQUOR	479.66	11/08/2024	609-49750-50251	
2652355	LIQUOR	461.78	11/08/2024	609-49750-50251	
2652356	WINE	756.38	11/08/2024	609-49750-50253	
2652357	N/A SALES	49.82	11/08/2024	609-49750-50250	
2652358	WINE	384.28	11/08/2024	609-49750-50253	
2652359	WINE	323.64	11/08/2024	609-48000-50253	
2652360	LIQUOR	503.64	11/08/2024	609-48000-50251	
2652361	LIQUOR	103.32	11/08/2024	609-48000-50251	
2652362	WINE	0.00	11/08/2024	609-49750-50253	
2652362	WINE	165.46	11/08/2024	609-48000-50253	
2657213	LIQUOR	0.91	11/08/2024	609-49750-50251	
2657214	LIQUOR	812.76	11/08/2024	609-49750-50251	
2657215	WINE	246.30	11/08/2024	609-49750-50253	
2657216	LIQUOR	1,498.33	11/08/2024	609-49750-50251	
2657217	LIQUOR	2,811.42	11/08/2024	609-49750-50251	
2657218	WINE	92.82	11/08/2024	609-49750-50253	
2657219	WINE	183.41	11/08/2024	609-48000-50253	
2657219	WINE	0.00	11/08/2024	609-49750-50253	
2657220	LIQUOR	287.32	11/08/2024	609-48000-50251	
2657221	LIQUOR	1,263.84	11/08/2024	609-48000-50251	
2657221	WINE	0.00	11/08/2024	609-49750-50253	
2657222	WINE	0.00	11/08/2024	609-49750-50253	
2657222	WINE	41.82	11/08/2024	609-48000-50253	
2657223	N/A SALES	49.82	11/08/2024	609-48000-50250	
2657223	WINE	0.00	11/08/2024	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	34,523.11			
Vendor: 1292	Knife River			Check Sequence: 49	ACH Enabled: False
1090652	PATCHING	759.15	11/08/2024	101-43000-50224	
1091975	PATCHING	333.30	11/08/2024	101-43000-50224	
	Check Total:	1,092.45			
Vendor: 1685	Lakes Brewing Company			Check Sequence: 50	ACH Enabled: False
002011	BEER SALES	263.00	11/08/2024	609-49750-50252	
002028	BEER SALES	144.00	11/08/2024	609-49750-50252	
	Check Total:	407.00			
Vendor: 1296	Lamar Companies			Check Sequence: 51	ACH Enabled: False
116376259	ADVERTISING	222.50	11/08/2024	609-49750-50340	
116376259	ADVERTISING	222.50	11/08/2024	609-48000-50340	
116469905	ADVERTISING	222.50	11/08/2024	609-49750-50340	
116469905	ADVERTISING	222.50	11/08/2024	609-48000-50340	
	Check Total:	890.00			
Vendor: 1302	Law Enforcement Labor Services			Check Sequence: 52	ACH Enabled: False
FOR NOV 2024	UNION DUES FOR NOV 2024	846.00	11/08/2024	101-00000-21708	
	Check Total:	846.00			
Vendor: 1308	LegalShield			Check Sequence: 53	ACH Enabled: False
FOR NOV 2024	PAYROLL DEDUCTION	15.95	11/08/2024	101-00000-21712	
	Check Total:	15.95			
Vendor: 1860	LifeLine			Check Sequence: 54	ACH Enabled: False
LL-21026	AED	1,688.61	11/08/2024	101-42110-50201	
	Check Total:	1,688.61			
Vendor: 1316	Little Falls Machine			Check Sequence: 55	ACH Enabled: False
371807	#M4 PLOW FRONT CHAIN	306.21	11/08/2024	101-43000-50404	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	306.21			
Vendor: 1330	Main Street Hardware			Check Sequence: 56	ACH Enabled: False
155941	KEROSENE	79.98	11/08/2024	101-42280-50401	
	Check Total:	79.98			
Vendor: 1643	McDonald Distributing			Check Sequence: 57	ACH Enabled: False
5760574	BEER CREDIT	-19.60	11/08/2024	609-49750-50252	
771900	BEER	468.85	11/08/2024	609-48000-50252	
773037	N/A SALES	31.05	11/08/2024	609-48000-50250	
773037	LIQUOR	59.50	11/08/2024	609-48000-50251	
773037	WINE	33.60	11/08/2024	609-48000-50253	
773037	BEER	718.15	11/08/2024	609-48000-50252	
773037	THC	143.52	11/08/2024	609-48000-50254	
773098	BEER CREDIT	-98.35	11/08/2024	609-49750-50252	
773099	LIQUOR CREDIT	-59.50	11/08/2024	609-49750-50251	
773116	THC	217.52	11/08/2024	609-49750-50254	
773116	BEER	6,794.40	11/08/2024	609-49750-50252	
773431	BEER	69.00	11/08/2024	609-49750-50252	
774175	BEER	0.00	11/08/2024	609-49750-50252	
774175	LIQUOR	119.00	11/08/2024	609-48000-50251	
774175	BEER	4,667.70	11/08/2024	609-48000-50252	
774175	THC	0.00	11/08/2024	609-49750-50254	
774175	WINE	0.00	11/08/2024	609-49750-50253	
774228	N/A SALES	200.05	11/08/2024	609-49750-50250	
774228	WINE	356.47	11/08/2024	609-48000-50253	
774228	BEER	9,750.50	11/08/2024	609-49750-50252	
774230	BEER CREDIT	-10.40	11/08/2024	609-49750-50252	
774312	BEER	-111.60	11/08/2024	609-48000-50252	
774312	THC	0.00	11/08/2024	609-49750-50254	
774313	BEER	-208.00	11/08/2024	609-48000-50252	
775309	LIQUOR	59.50	11/08/2024	609-48000-50251	
775309	BEER	894.75	11/08/2024	609-48000-50252	
775330	LIQUOR	119.00	11/08/2024	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
775331	THC	145.76	11/08/2024	609-49750-50254	
775331	BEER	5,683.60	11/08/2024	609-49750-50252	
776435	BEER	2,380.90	11/08/2024	609-48000-50252	
	Check Total:	32,405.37			
Vendor: 2201	John McFarling			Check Sequence: 58	ACH Enabled: False
2024 UNIFORMS	BOOTS X 2	278.43	11/08/2024	615-49550-50237	
	Check Total:	278.43			
Vendor: 1644	Mega Beer			Check Sequence: 59	ACH Enabled: False
IN-16456	BEER	267.80	11/08/2024	609-48000-50252	
IN-16456	THC	85.70	11/08/2024	609-48000-50254	
IN-16930	BEER	372.25	11/08/2024	609-48000-50252	
IN-17319	BEER	111.45	11/08/2024	609-48000-50252	
	Check Total:	837.20			
Vendor: 1348	Metro Sales Inc.			Check Sequence: 60	ACH Enabled: False
2636857	COPIER LEASE	20.00	11/08/2024	609-48000-50219	
2636857	COPIER LEASE	20.00	11/08/2024	101-42280-50219	
2636857	COPIER LEASE	40.00	11/08/2024	101-42110-50219	
2636857	COPIER LEASE	20.00	11/08/2024	609-49750-50219	
2636857	COPIER LEASE	79.00	11/08/2024	101-41940-50219	
2636857	COPIER LEASE	20.00	11/08/2024	602-49450-50219	
2636857	COPIER LEASE	40.00	11/08/2024	615-49550-50219	
2636857	COPIER LEASE	20.00	11/08/2024	101-43000-50219	
	Check Total:	259.00			
Vendor: 1353	Midcontinent			Check Sequence: 61	ACH Enabled: False
16640100114353	INTERNET	113.39	11/08/2024	620-49600-50243	
16640100114353	INTERNET	113.00	11/08/2024	101-42280-50243	
16640100114353	INTERNET	113.00	11/08/2024	602-49450-50243	
16640100114353	INTERNET	113.00	11/08/2024	101-43000-50243	
16640100114353	INTERNET	113.00	11/08/2024	609-48000-50243	
16640100114353	INTERNET	226.00	11/08/2024	615-49550-50243	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
16640100114353	INTERNET	113.00	11/08/2024	609-49750-50243	
	Check Total:	904.39			
Vendor: 1869	Mike Armstrong Contracting			Check Sequence: 62	ACH Enabled: False
453	WATER MAIN REPAIR - TIMBERWOLF TRL	825.00	11/08/2024	615-49550-50300	
	Check Total:	825.00			
Vendor: 1942	Milk and Honey, LLC			Check Sequence: 63	ACH Enabled: False
14654	BEER	136.00	11/08/2024	609-48000-50252	
14654	NA	99.00	11/08/2024	609-48000-50250	
	Check Total:	235.00			
Vendor: 1364	Minnesota Elevator, Inc.			Check Sequence: 64	ACH Enabled: False
1099787	NOVEMBER MONTHLY SERVICE	135.00	11/08/2024	101-41940-50300	
	Check Total:	135.00			
Vendor: 2199	MM Appraisal, LLC			Check Sequence: 65	ACH Enabled: False
24-0730NB-JH	COMMERCIAL APPRAISAL	3,300.00	11/08/2024	101-49990-50300	
	Check Total:	3,300.00			
Vendor: 1387	MN Dept Of Labor&Industry-Fin			Check Sequence: 66	ACH Enabled: False
ALR0168349X	ANNUAL ELEVATOR OPER	100.00	11/08/2024	101-41940-50401	
	Check Total:	100.00			
Vendor: 1389	MN Dept Of Public Safety			Check Sequence: 67	ACH Enabled: False
FOR 2025 #1	BUYERS CARD FOR RETAILERS 2025	20.00	11/08/2024	609-00000-15500	
FOR 2025 #2	BUYERS CARD FOR RETAILERS 2025	20.00	11/08/2024	609-00000-15500	
	Check Total:	40.00			
Vendor: 1396	MN Peip - C/O MMB Fiscal Srvs			Check Sequence: 68	ACH Enabled: False
1450446	DENTAL	2,007.56	11/08/2024	101-00000-21718	
1450446	HEALTH	37,861.38	11/08/2024	101-00000-21706	
1450446	LIFE INS	664.20	11/08/2024	101-00000-21704	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	40,533.14			
Vendor: 1404	MN Teamsters #320			Check Sequence: 69	ACH Enabled: False
FOR NOV 2024	UNION DUES FOR NOV 2024	1,697.00	11/08/2024	101-00000-21708	
	Check Total:	1,697.00			
Vendor: 1411	Moose Lake Brewing Co. LLC			Check Sequence: 70	ACH Enabled: False
SB42-001	BEER	97.00	11/08/2024	609-48000-50252	
SB42-002	BEER	147.00	11/08/2024	609-49750-50252	
SB44-005	BEER	28.00	11/08/2024	609-48000-50252	
SB44-007	BEER	96.00	11/08/2024	609-49750-50252	
	Check Total:	368.00			
Vendor: 1423	N.B. Area Public Schools-Fuel			Check Sequence: 71	ACH Enabled: False
2024-026	MOTOR FUELS	311.12	11/08/2024	101-42280-50212	
2024-026	MOTOR FUELS	112.92	11/08/2024	101-45000-50212	
2024-026	MOTOR FUELS	332.70	11/08/2024	615-49550-50212	
2024-026	MOTOR FUELS	2,611.39	11/08/2024	101-42110-50212	
2024-026	MOTOR FUELS	618.44	11/08/2024	101-43000-50212	
2024-026	MOTOR FUELS	98.42	11/08/2024	602-49450-50212	
2024-026	MOTOR FUELS	149.00	11/08/2024	101-42400-50212	
2024-026	MOTOR FUELS	96.57	11/08/2024	620-49600-50212	
	Check Total:	4,330.56			
Vendor: 2145	Nelson Electric Inc			Check Sequence: 72	ACH Enabled: False
66439	DOOR REPAIR	550.00	11/08/2024	101-41940-50401	
	Check Total:	550.00			
Vendor: 1438	North Branch Chevrolet			Check Sequence: 73	ACH Enabled: False
2203	LATE FEES	6.01	11/08/2024	101-42280-50404	
2203	MOLDING	177.58	11/08/2024	101-42280-50404	
	Check Total:	183.59			
Vendor: 1893	Parman Energy Group, LLC			Check Sequence: 74	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
261551	LEAF VAC DEF FLUID	243.08	11/08/2024	612-49700-50212	
	Check Total:	243.08			
Vendor: 1465	Paustis Wine Company			Check Sequence: 75	ACH Enabled: False
248494	WINE	131.50	11/08/2024	609-48000-50253	
	Check Total:	131.50			
Vendor: 1474	Phillips Wine & Spirits, Inc.			Check Sequence: 76	ACH Enabled: False
6858252	LIQUOR	1,015.49	11/08/2024	609-48000-50251	
6858253	WINE	485.41	11/08/2024	609-48000-50253	
6858254	N/A SALES	29.87	11/08/2024	609-48000-50250	
6862003	LIQUOR	1,520.75	11/08/2024	609-49750-50251	
6862004	WINE	880.24	11/08/2024	609-49750-50253	
6862005	N/A SALES	179.64	11/08/2024	609-49750-50250	
6862006	LIQUOR	943.52	11/08/2024	609-48000-50251	
6862007	WINE	91.64	11/08/2024	609-48000-50253	
6865842	LIQUOR	967.74	11/08/2024	609-49750-50251	
6865843	WINE	922.32	11/08/2024	609-49750-50253	
6865844	N/A SALES	119.69	11/08/2024	609-49750-50250	
6865845	LIQUOR	3.64	11/08/2024	609-49750-50251	
6865846	WINE	91.64	11/08/2024	609-48000-50253	
6869576	LIQUOR	496.19	11/08/2024	609-49750-50251	
6869577	WINE	184.46	11/08/2024	609-49750-50253	
6869578	N/A SALES	56.07	11/08/2024	609-49750-50250	
6869579	LIQUOR	271.49	11/08/2024	609-48000-50251	
6869580	WINE	221.10	11/08/2024	609-48000-50253	
6873445	LIQUOR	471.42	11/08/2024	609-49750-50251	
6873446	WINE	183.28	11/08/2024	609-49750-50253	
6873447	LIQUOR	77.32	11/08/2024	609-49750-50251	
6873448	LIQUOR	145.38	11/08/2024	609-48000-50251	
	Check Total:	9,358.30			
Vendor: 1884	SUSO 4 North Branch, LP Pine Tree Commercial Realty			Check Sequence: 77	ACH Enabled: False
	RENT	8,721.11	11/08/2024	609-48000-50412	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	8,721.11			
Vendor: 1482	Post Haste Business Solutions			Check Sequence: 78	ACH Enabled: False
135327	RECEIPT BOOKS	540.00	11/08/2024	101-49990-50430	
	Check Total:	540.00			
Vendor: 2019	Quadient, Inc			Check Sequence: 79	ACH Enabled: False
Q1570392	BILL STUFFER LEASE	137.99	11/08/2024	602-49450-50210	
Q1570392	BILL STUFFER LEASE	137.99	11/08/2024	615-49550-50210	
Q1570392	BILL STUFFER LEASE	137.99	11/08/2024	612-49700-50210	
	Check Total:	413.97			
Vendor: 2068	Quality Locksmith, Inc.			Check Sequence: 80	ACH Enabled: False
28990	PADLOCKS	275.08	11/08/2024	101-45000-50210	
28990	PADLOCKS	200.00	11/08/2024	620-49600-50210	
28990	CITY HALL DOOR REPAIRS	437.50	11/08/2024	101-41940-50210	
28990	PADLOCKS	300.00	11/08/2024	602-49450-50210	
28990	PADLOCKS	300.00	11/08/2024	615-49550-50210	
	Check Total:	1,512.58			
Vendor: 1497	Revize LLC			Check Sequence: 81	ACH Enabled: False
19651	ANNUAL FEE 2025	2,000.00	11/08/2024	101-00000-15500	
	Check Total:	2,000.00			
Vendor: 1499	Riteway Business Forms			Check Sequence: 82	ACH Enabled: False
24-32735	AP CHECKS	237.33	11/08/2024	101-41940-50210	
	Check Total:	237.33			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 83	ACH Enabled: False
BO15095	WEEKLY TESTING	158.20	11/08/2024	602-49450-50315	
BO15183	WEEKLY TESTING	158.20	11/08/2024	602-49450-50315	
BO15268	MONTHLY TESTING	52.50	11/08/2024	615-49550-50315	
BO15269	WEEKLY TESTING	158.20	11/08/2024	602-49450-50315	
BO15346	WEEKLY TESTING	158.20	11/08/2024	602-49450-50315	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
BO15407	WEEKLY TESTING	158.20	11/08/2024	602-49450-50315	
DO67798	WEEKLY TESTING	62.30	11/08/2024	602-49450-50315	
	Check Total:	905.80			
Vendor: 1495	Rusch Corporation			Check Sequence: 84	ACH Enabled: False
37706	MYSTIC LIFT PUMP REPAIR	600.00	11/08/2024	602-49450-50404	
37727	WW AERATOR METER #1	1,238.26	11/08/2024	602-49450-50404	
	Check Total:	1,838.26			
Vendor: 1534	Southern Glazers Wine & Spirits of Minnesota			Check Sequence: 85	ACH Enabled: False
	LIQUOR CREDIT	-274.11	11/08/2024	609-49750-50251	
2536149	WINE	557.68	11/08/2024	609-48000-50253	
2539091	WINE	702.04	11/08/2024	609-48000-50253	
2539091	LIQUOR	651.78	11/08/2024	609-48000-50251	
2541973	WINE	1,011.00	11/08/2024	609-48000-50253	
2541973	LIQUOR	824.36	11/08/2024	609-48000-50251	
2542476	LIQUOR	2,038.61	11/08/2024	609-49750-50251	
2542477	WINE	673.70	11/08/2024	609-49750-50253	
2544786	LIQUOR	378.75	11/08/2024	609-48000-50251	
2544786	WINE	326.26	11/08/2024	609-48000-50253	
2545293	LIQUOR	1,184.97	11/08/2024	609-49750-50251	
2545294	WINE	477.72	11/08/2024	609-49750-50253	
2547608	WINE	307.43	11/08/2024	609-48000-50253	
2547608	LIQUOR	1,439.49	11/08/2024	609-48000-50251	
2548186	LIQUOR	4,328.85	11/08/2024	609-49750-50251	
2548187	WINE	700.76	11/08/2024	609-49750-50253	
41350	LIQUOR	-0.78	11/08/2024	609-48000-50251	
47335	LIQUOR	-828.08	11/08/2024	609-48000-50251	
47336	LIQUOR	-451.30	11/08/2024	609-48000-50251	
9594680	WINE CREDIT	-10.29	11/08/2024	609-49750-50253	
9605950	LIQUOR CREDIT	-45.00	11/08/2024	609-49750-50251	
9609504	WINE CREDIT	-44.99	11/08/2024	609-49750-50253	
9609876	WINE CREDIT	-1.55	11/08/2024	609-49750-50253	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	13,947.30			
Vendor: 1542	Staples			Check Sequence: 86	ACH Enabled: False
6014328859	OFFICE SUPPLIES	298.08	11/08/2024	101-41940-50210	
	Check Total:	298.08			
Vendor: 1191	Stein Services, LLC			Check Sequence: 87	ACH Enabled: False
Q2400277	WWTP FLOW CALIBRATION	391.00	11/08/2024	602-49450-50300	
	Check Total:	391.00			
Vendor: 1550	Streichers			Check Sequence: 88	ACH Enabled: False
1727015	SCOPE	565.00	11/08/2024	101-42110-50237	
1727285	FLASHLIGHT	120.00	11/08/2024	101-42110-50237	
1727370	UNIFORM ITEMS - AH	184.97	11/08/2024	101-42110-50237	
	Check Total:	869.97			
Vendor: 1753	Summit Fire Protection			Check Sequence: 89	ACH Enabled: False
150043790	Wet Sprinkler System Ann Inspection	808.00	11/08/2024	615-49550-50300	
	Check Total:	808.00			
Vendor: 2200	Surplus Management, Inc.			Check Sequence: 90	ACH Enabled: False
SO-0405615	WP #2 FILTER	27,244.00	11/08/2024	615-49550-50210	
	Check Total:	27,244.00			
Vendor: 1569	The Wine Company			Check Sequence: 91	ACH Enabled: False
282694	WINE	389.00	11/08/2024	609-49750-50253	
	Check Total:	389.00			
Vendor: 1584	U.S. Bank Equipment Finance			Check Sequence: 92	ACH Enabled: False
540152998	COPY MACHINE LEASE	129.84	11/08/2024	101-43000-50219	
540152998	COPY MACHINE LEASE	69.33	11/08/2024	609-49750-50219	
540152998	COPY MACHINE LEASE	69.33	11/08/2024	101-42110-50219	
540152998	COPY MACHINE LEASE	69.33	11/08/2024	615-49550-50219	
540152998	COPY MACHINE LEASE	69.33	11/08/2024	609-48000-50219	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
540152998	COPY MACHINE LEASE	69.33	11/08/2024	602-49450-50219	
540152998	COPY MACHINE LEASE	136.19	11/08/2024	101-42110-50219	
540152998	COPY MACHINE LEASE	206.74	11/08/2024	101-41940-50219	
540152998	COPY MACHINE LEASE	69.33	11/08/2024	101-41940-50219	
540152998	COPY MACHINE LEASE	69.33	11/08/2024	101-42280-50219	
	Check Total:	958.08			
Vendor: 1593	USA Bluebook			Check Sequence: 93	ACH Enabled: False
510711	WP #2 CHLORINATOR	1,721.02	11/08/2024	615-49550-50404	
	Check Total:	1,721.02			
Vendor: 1597	Vessco, Inc.			Check Sequence: 94	ACH Enabled: False
95635	WATER TOWER #1 REPAIRS	2,450.00	11/08/2024	615-49550-50300	
	Check Total:	2,450.00			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 95	ACH Enabled: False
3524771	N/A SALES	161.30	11/08/2024	609-49750-50250	
3539641	N/A SALES	191.25	11/08/2024	609-49750-50250	
3539702	N/A SALES	209.95	11/08/2024	609-49750-50250	
3555036	N/A SALES	227.05	11/08/2024	609-48000-50250	
	Check Total:	789.55			
Vendor: 1601	Vinocopia, Inc.			Check Sequence: 96	ACH Enabled: False
0359031-CM		-109.75	11/08/2024	609-48000-50251	
0359693-IN		743.75	11/08/2024	609-48000-50251	
	Check Total:	634.00			
Vendor: 1611	Watson Company			Check Sequence: 97	ACH Enabled: False
145577	N/A SALES	1,407.07	11/08/2024	609-49750-50250	
145831	OPERATING SUPPLIES	120.57	11/08/2024	609-48000-50210	
145831	OPERATING SUPPLIES	120.57	11/08/2024	609-49750-50210	
145831	N/A SALES	1,005.38	11/08/2024	609-49750-50250	
	Check Total:	2,653.59			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1941	WEX, Inc.			Check Sequence: 98	ACH Enabled: False
EE HSA 11/08/24	Employee HSA contributions 11/08/2024	5,694.33	11/08/2024	101-00000-21710	
ER HSA 11/08/24	EmployeeR HSA contributions 11/08/2024	106.46	11/08/2024	101-00000-21710	
WEX 11/08/24	EmployeeR HSA contributions 11/08/2024	681.20	11/08/2024	101-00000-21724	
	Check Total:	6,481.99			
Vendor: 1621	Windstream			Check Sequence: 99	ACH Enabled: False
11-18-24	ACCT 11734875 SERVICE 10/25 TO 11/24/202	90.87	11/08/2024	101-41940-50321	
11-18-24	FOR 651-277-0639 ACCT 011734979	45.23	11/08/2024	602-49450-50321	
11-18-24	ACCT 11734875 SERVICE 10/25 TO 11/24/202	45.42	11/08/2024	101-42280-50321	
11-18-24	ACCT 11734875 SERVICE 10/25 TO 11/24/202	45.42	11/08/2024	602-49450-50321	
11-18-24	ACCT 11734875 SERVICE 10/25 TO 11/24/202	45.42	11/08/2024	101-42110-50321	
11-18-24	ACCT 11734875 SERVICE 10/25 TO 11/24/202	45.42	11/08/2024	602-49450-50321	
	Check Total:	317.78			
Vendor: 1622	Wine Merchants			Check Sequence: 100	ACH Enabled: False
7492890	WINE	214.37	11/08/2024	609-49750-50253	
7493051	WINE	1,573.84	11/08/2024	609-49750-50253	
7493052	WINE	263.50	11/08/2024	609-48000-50253	
7493758	WINE	454.28	11/08/2024	609-48000-50253	
7493759	WINE	150.82	11/08/2024	609-49750-50253	
7494672	WINE	1,346.20	11/08/2024	609-49750-50253	
	Check Total:	4,003.01			
Vendor: 1867	Workstrategies			Check Sequence: 101	ACH Enabled: False
848013927	POST OFFER EMP TEST - JS	185.00	11/08/2024	101-42110-50314	
	Check Total:	185.00			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 102	ACH Enabled: False
R-022542-000-15	R-022542-000-15 2023 WATERMAIN IMP	39,571.15	11/08/2024	615-49550-50530	
	Check Total:	39,571.15			
Vendor: 1636	ZEP Manufacturing Co.			Check Sequence: 103	ACH Enabled: False
9010286987	HITMAN REPLACEMENT	129.95	11/08/2024	101-43000-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9010286987	HITMAN REPLACEMENT	30.00	11/08/2024	101-42280-50210	
9010286987	HITMAN REPLACEMENT	30.00	11/08/2024	101-42110-50210	
	Check Total:	189.95			
Vendor: 1637	Ziegler Cat			Check Sequence: 104	ACH Enabled: False
1663585	SOFTWARE CABLE	99.86	11/08/2024	101-43000-50404	
1676358	PREVENTATIVE MAINTENANCE CONTRAC	33,264.58	11/08/2024	620-49600-50404	
556683	GEN #3 REPAIRS	7,508.70	11/08/2024	620-49600-50404	
6546100	Wheel Loader Fork	620.00	11/08/2024	101-43000-50415	
	Check Total:	41,493.14			
	Total for Check Run:	531,468.15			
	Total of Number of Checks:	104			

Fund	Dept #	Account	Amount	Vendor	Employee	Date
101	41500	50332	135.00	GOVERNMENT FINANCE OFFIC	SHARON WRIGHT	20240916
101	41940	50207	756.00	GOOGLE GSUITE_CI.NORTH-B	RAGINI VARMA	20241002
101	41940	50380	982.87	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	41940	50210	24.77	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240930
101	41940	50300	42.96	CINTAS CORP	SHAWN WILLIAMS	20241002
101	42110	50380	86.41	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	42110	50332	175.00	IN *MN CHIEFS OF POLICE A	DANIEL T MEYER	20240917
101	42110	50210	67.73	THE UPS STORE 2501	DANIEL T MEYER	20240918
101	42110	50210	367.29	THE UPS STORE 5039	DANIEL T MEYER	20240920
101	42110	50433	225.13	THOMSON WEST*TCD	DANIEL T MEYER	20240925
101	42110	50210	87.00	SQ *CHAOS & CO.	DANIEL T MEYER	20240930
101	42110	50212	41.76	HOLIDAY STATIONS 0346	DANIEL T MEYER	20241002
101	42110	50404	162.50	CK HOLIDAY # 06403	DANIEL T MEYER	20241003
101	42110	50332	241.02	BEST WESTERN ST CLOUD	DANIEL T MEYER	20241004
101	42110	50433	38.50	GETSLING.COM	DANIEL T MEYER	20241007
101	42280	50210	46.44	AMAZON MKTPL*P93W738C3	PATRICK HEINEN	20240926
101	42280	50210	59.03	AMAZON MKTPL*UT3331D13	PATRICK HEINEN	20241002
101	42280	50210	82.13	AMAZON MKTPL*W861Z9HZ3	PATRICK HEINEN	20241002
101	42280	50207	216.00	GOOGLE GSUITE_CI.NORTH-B	RAGINI VARMA	20241002
101	42280	50380	571.65	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	42280	50404	46.79	NAPA AUTO 0023892	SHAWN WILLIAMS	20240912
101	42280	50404	22.36	NAPA AUTO 0023892	SHAWN WILLIAMS	20240916
101	42280	50404	130.10	NAPA AUTO 0023892	SHAWN WILLIAMS	20240918
101	42280	50300	9.49	CINTAS CORP	SHAWN WILLIAMS	20240918
101	42280	50404	22.73	NAPA AUTO 0023892	SHAWN WILLIAMS	20240920
101	42280	50404	29.75	NAPA AUTO 0023892	SHAWN WILLIAMS	20240920
101	42280	50404	113.90	AMZN MKTP US*JY6F21TC3	SHAWN WILLIAMS	20240924
101	42280	50401	200.00	SQ *BRANCH NURSERY	SHAWN WILLIAMS	20240926
101	42500	50380	606.40	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	42800	50233	671.88	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	42800	50262	4,684.23	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	43000	50210	0.99	APPLE.COM	RICHARD FAIRBANKS	20240925
101	43000	50380	487.59	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	43000	50404	88.46	NAPA AUTO 0023892	SHAWN WILLIAMS	20240909
101	43000	50237	96.35	CINTAS CORP	SHAWN WILLIAMS	20240911
101	43000	50210	14.99	AMAZON PRIME*Z81OX3TS1	SHAWN WILLIAMS	20240913
101	43000	50210	82.98	AMAZON RETA* QE3XJ2H33	SHAWN WILLIAMS	20240916
101	43000	50210	20.97	MAIN STREET HARDWARE	SHAWN WILLIAMS	20240917
101	43000	50237	110.35	CINTAS CORP	SHAWN WILLIAMS	20240918
101	43000	50210	139.35	CULLIGAN PINE CITY	SHAWN WILLIAMS	20240923
101	43000	50237	101.33	CINTAS CORP	SHAWN WILLIAMS	20240925
101	43000	50404	137.88	O'REILLY 1540	SHAWN WILLIAMS	20240926
101	43000	50210	4.89	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240930

101	43000	50210	3,699.43	FASTENAL COMPANY 01MNTC3	SHAWN WILLIAMS	20241001
101	43000	50237	110.65	CINTAS CORP	SHAWN WILLIAMS	20241002
101	43000	50404	18.75	NAPA AUTO 0023892	SHAWN WILLIAMS	20241003
101	43000	50321	40.59	VERIZON*CONNECT	SHAWN WILLIAMS	20241004
101	43000	50210	13.47	CASEYS #1723	SHAWN WILLIAMS	20241007
101	45000	50380	540.57	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240911
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240918
101	45000	50210	147.00	SITEONE LANDSCAPE SUPPLY	SHAWN WILLIAMS	20240920
101	45000	50415	2,050.00	LAKESHORE RECYCLING SYST	SHAWN WILLIAMS	20240923
101	45000	50415	2,600.00	OLSON POWER & EQUIPMENT	SHAWN WILLIAMS	20240923
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20240925
101	45000	50404	20.68	NAPA AUTO 0023892	SHAWN WILLIAMS	20240926
101	45000	50210	200.00	SQ *BRANCH NURSERY	SHAWN WILLIAMS	20240926
101	45000	50210	29.00	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240930
101	45000	50237	12.24	CINTAS CORP	SHAWN WILLIAMS	20241002
101	45500	50380	2,826.47	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
101	45500	50380	38.33	NORTH BRANCH WATER & LIG	ACCOUNTS PAYABLE	20240924
101	45500	50300	25.96	CINTAS CORP	SHAWN WILLIAMS	20240918
201	46500	50343	223.68	WEB*NETWORKSOLUTIONS	RAGINI VARMA	20240909
208	42280	50240	1,013.25	THE WEBSTAURANT STORE INC	PATRICK HEINEN	20240920
486	46500	50506	89.98	MENARDS FOREST LAKE MN	NATHAN SONDROL	20240930
602	49450	50207	36.00	GOOGLE GSUITE_CI.NORTH-B	RAGINI VARMA	20241002
602	49450	50380	9,445.07	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
602	49450	50210	193.00	FARWEST*FARWEST LINE S	SHAWN WILLIAMS	20240909
602	49450	50210	8.99	AMAZON MKTPL*ZT7CS9RC0	SHAWN WILLIAMS	20240909
602	49450	50210	37.00	AMZN MKTP US*Z83UR3J30	SHAWN WILLIAMS	20240911
602	49450	50237	91.28	CINTAS CORP	SHAWN WILLIAMS	20240911
602	49450	50237	15.27	CINTAS CORP	SHAWN WILLIAMS	20240918
602	49450	50210	685.98	LOCATORS & SUPPLIES INC	SHAWN WILLIAMS	20240920
602	49450	50210	19.99	AMAZON MKTPL*2P7CY44T3	SHAWN WILLIAMS	20240920
602	49450	50240	4,000.00	OLSON POWER & EQUIPMENT	SHAWN WILLIAMS	20240923
602	49450	50210	36.72	PETERSON'S NORTH BRANCH	SHAWN WILLIAMS	20240923
602	49450	50210	2,450.00	GRAYMONT WESTERN LIME	SHAWN WILLIAMS	20240924
602	49450	50237	14.22	CINTAS CORP	SHAWN WILLIAMS	20240925
602	49450	50210	18.46	POST-HASTE BUSINESS SOLUT	SHAWN WILLIAMS	20240926
602	49450	50210	12.50	TACTACAM	SHAWN WILLIAMS	20240930
602	49450	50210	29.98	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240930
602	49450	50237	35.86	CINTAS CORP	SHAWN WILLIAMS	20241002
609	48000	50340	151.94	PROMO CALENDARS DIRECT	CARLA GOLDEN	20240913
609	48000	50300	40.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20241003
609	48000	50300	20.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20241003
609	48000	50207	18.00	GOOGLE GSUITE_CI.NORTH-B	RAGINI VARMA	20241002

609	48000	50380	684.28	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
609	48000	50300	42.65	CINTAS CORP	SHAWN WILLIAMS	20240911
609	49750	50340	455.83	PROMO CALENDARS DIRECT	CARLA GOLDEN	20240913
609	49750	50210	10.73	MAIN STREET HARDWARE	CARLA GOLDEN	20240919
609	49750	50300	40.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20241003
609	49750	50300	20.00	SQ *SQUARE PAID SERVICES	CARLA GOLDEN	20241003
609	49750	50207	54.00	GOOGLE GSUITE_CI.NORTH-B	RAGINI VARMA	20241002
609	49750	50380	1,264.42	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
609	49750	50380	161.96	NORTH BRANCH WATER & LIG	ACCOUNTS PAYABLE	20240924
609	49750	50237	26.84	CINTAS CORP	SHAWN WILLIAMS	20240918
609	49750	50300	42.65	CINTAS CORP	SHAWN WILLIAMS	20240925
609	49750	50300	47.92	CINTAS CORP	SHAWN WILLIAMS	20241002
612	49700	50210	36.99	AMZN MKTP US*Z83UR3J30	SHAWN WILLIAMS	20240911
612	49700	50407	4,000.00	OLSON POWER & EQUIPMENT	SHAWN WILLIAMS	20240923
612	49700	50407	282.35	SQ *BRANCH NURSERY	SHAWN WILLIAMS	20240926
612	49700	50210	12.50	TACTACAM	SHAWN WILLIAMS	20240930
615	49550	50207	108.00	GOOGLE GSUITE_CI.NORTH-B	RAGINI VARMA	20241002
615	49550	50380	8,017.67	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
615	49550	50210	21.99	AMAZON MKTPL*ZT7CS9RC0	SHAWN WILLIAMS	20240909
615	49550	50210	236.52	LOCATORS & SUPPLIES INC	SHAWN WILLIAMS	20240920
615	49550	50300	11.80	CINTAS CORP	SHAWN WILLIAMS	20240925
615	49550	50210	4.99	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20240930
615	49550	50210	59.98	MENARDS CAMBRIDGE MN	SHAWN WILLIAMS	20241004
620	49600	50380	3,375.05	EAST CENTRAL ENERGY	ACCOUNTS PAYABLE	20240910
620	49600	50300	1,171.68	PER MAR SECURITY	SHAWN WILLIAMS	20240920
620	49600	50237	16.32	CINTAS CORP	SHAWN WILLIAMS	20240925
620	49600	50300	261.69	PER MAR SECURITY	SHAWN WILLIAMS	20241001
620	49600	50300	120.00	PER MAR SECURITY	SHAWN WILLIAMS	20241001
620	49600	50210	23.96	MAIN STREET HARDWARE	SHAWN WILLIAMS	20241007

63,942.75



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 05/30/2024

Board & Commission: City Council

Subject: Approve City Council Meeting Minutes from October 22, 2024 and October 28, 2024

See attached minutes.

Voting Requirements:

Simple Majority

North Branch City Council Minutes
October 28, 2024

Members present: Robert Canada, Travis Miles, Kelly Neider (arrived 6:36 pm), Peter Schaps, and Kevin Schieber

Members absent: None

Staff present: Dan Meyer, Chief of Police; Nathan Sondrol, Community Development Director; Shawn Williams, Public Works-Utilities Director; Sharon Wright, Finance Director; and Linda Woulfe, Interim City Administrator.

Call to Order

Mayor Schieber called the meeting to order at 6:30 pm and led the Pledge of Allegiance.

Agenda Approval

Schieber moved, seconded by Canada, to approve the agenda. The motion carried 4-0.

2025-2035 Long Range Financial Plan and 2025 Operating Budget and Levy

Woulfe stated the latest recommendation for the general fund operating Levy is \$7,380,560.00 which would result in a tax rate of 46.69% for taxes payable 2025. Woulfe noted this levy accomplishes the following Council goals:

- Ensuring adequate staffing to meet increased service needs
 - Adds a Human Resources position.
 - Adds a new patrol officer position.
 - Promotes an existing officer to a Sergeant's position.
 - Increases the pay for our paid, on-call firefighters to attract and retain firefighters.
 - Adds two public works employees.
 - Permits the financing of four new squad cars: this includes three cars to improve the police fleet and provides one car for the new patrol officer position.
 - Increases the contribution to pavement management from \$507,000 in 2024 to \$750,000 in 2025. (This still underfunds the pavement management program. In prior plans, pavement management was recommended to increase to \$1,379,170 in 2025. However, additional dollars for projects can be managed through bonding.)
- Begins to fund a capital fund by levying \$275,000 for future equipment needs.
- Permits existing levels of service to be carried out by the City.

What is not included:

- Setting aside \$440,000 for facility needs. The council should have a larger discussion on facility improvements when the final space needs analysis and facilities reports are completed.
- Tanker truck replacement.
- Replacing the carpet in the community room at the Library.
- Mower replacement

Woulfe noted that City staff have researched bonding options for the replacement of a fire tanker truck, a ladder truck, three (3) plow trucks, a front-end loader, and a leaf vacuum unit. This could all be accomplished if the City issues a \$3,000,000 bond in 2025. Payments on this bond would not begin until 2026. Interest-only payments could start in 2026 with full principal and interest payments beginning in 2027. The City's debt service payments are declining from \$337,000 in 2025 to \$164,000 in 2027. This gives you room to add to debt service without having a larger levy increase.

The County Road 30/377th Avenue roundabout project is scheduled to happen in 2025. The City committed to its \$1,000,000 share of the project in 2023. However, funding for the City's share was not included in the City's 2024 or 2025 budget. Therefore, we are recommending the City use general fund reserves to pay its share. Available reserve dollars are between \$500,000 to \$1,200,000. Therefore, using reserve funds for this one-time project will meet the City's financial commitment, keep the City within its fund balance policy, and does not increase the levy.

Schieber inquired if the franchise fee revenue was calculated into the pavement management needs as an addition to general levy dollars or in place of general levy dollars. Woulfe responded that the pavement management number is an expense number after all other revenue sources are calculated. The other revenue sources dedicated to pavement management are the franchise fees of approximately \$400,000 per year and municipal state street aid of \$726,000 per year.

Woulfe also stated she has asked Public Works-Utilities Director Williams to request proposals for a street improvement program study which would look at the current condition and expected lifespan of our current water, sewer, storm sewer, and pavement. This report can help Council guide the Council in spending pavement management dollars wisely. Williams stated he has a proposal from WSB Engineering for a Street Improvement Program study and will present it to Council at a future meeting.

Woulfe reviewed the 2025-2035 ten-year financial plan that highlights the long-term staffing recommendations and equipment purchases. Canada inquired how a Human Resources Director is different from a specialist. Woulfe responded that a Director would traditionally have employees that report directly to them and a higher level of education and experience as well as a higher pay range. A Human Resources Specialist would be a mid-level position that would be a confidential employee that would assist the City Administrator with human resources activities and research. Nieder stated that the City currently has spent more in one year with our labor consultant than the proposed salary and benefits for this position.

Woulfe also noted the staffing plan calls for a GIS consultant to assist in the roll-out of GIS field applications. Woulfe noted that Sondrol and she will be meeting with Bismarck Map Company to determine the scope of services for the GIS consulting services.

Meyer provided an overview of the needs of the police department, police scheduling, calls, and positions. The council asked in-depth questions on how scheduling works, whether the two sergeants work the same schedule or opposite schedule, and how many officers were working days versus nights. Nieder raised concerns about officer morale and scheduling concerns she has heard about

October 28, 2024 City Council Minutes

from officers. Schieber and Canada asked Meyer how many police officers he would like to see on staff to ensure two officers per shift. Meyer stated the ideal number is sixteen officers by 2026 and 17 officers by 2028.

The council discussed having their own budget priorities ready for discussion at the next budget meeting and selected November 19 at 6:30 pm for the next budget meeting.

Immediate and Long-Term Staffing Discussions

Woulfe stated that John Goshey (Head Wastewater Operator) retired October 1, 2024, and Shawn Williams would like to fill his position via internal promotion as is permitted by the union contract. Williams recommended Paxton Lind to fill the Lead Wastewater Operator position and then fill the vacant wastewater operator position created by Paxton’s promotion to Lead Operator with Jamie Monette. Union contract pay would be as follows:

Position	Employee Name	Union Contract Rate
Lead Wastewater Operator	Paxton Lind	\$42.99 per hour
Wastewater Operator	Jamie Monette	\$33.70 per hour

Woulfe requested these changes be effective October 1, 2024, since these employees have been performing this work since Goshey’s departure.

Neider moved, seconded by Canada, to promote Paxton Lind to Lead Wastewater Operator effective October 1, 2024, at the rate of \$42.99 per hour and to promote Jamie Monette to Wastewater Operator effective October 1, 2024, at the rate of \$33.70 per hour. The motion carried unanimously.

Woulfe stated with the current vacancy in City Clerk, it will be hard on the new City Administrator to start by not only doing the City Administrator’s job but doing two jobs while getting to know the City Council, City staff, and understand operations without a City Clerk.

Woulfe suggested the Council create a temporary assignment for a Deputy Clerk to give Matthew time to study his staffing structure and then make a recommendation to Council for a long-term staffing plan. Under this temporary structure the following changes would be made:

- Contract with a vendor for IT Services for a period of one year. I have currently contracted with Morris Electronics for all IT needs for the police department. This was done to ensure they would continue to have access to their electronic records management system and to ensure a secure connection to Chisago County’s records system. If this approach is acceptable, we could simply continue with Morris Electronics for all IT needs or seek proposals from another vendor, which is BCA/CJIS certified to perform all IT duties.
- Move new employee on-boarding and benefit administration (health, dental, PERA enrollment, life, short-term disability, long-term disability, vision plans, etc.) to the Finance Department.
- Move Right of Way annual licensing to Public Works Department administrative assistant.
- Create a temporary position assignment for a Deputy Clerk.

Woulfe reviewed the duties the Deputy Clerk would perform during this 120-day assignment. Woulfe noted, the Deputy Clerk position would be seen as a parallel to the Police Department Office Manager, given the degree of complexity of the assignments, work conditions, level of independent judgement, and degree of difficulty. These are important items to consider under Minnesota’s pay equity law.

Woulfe recommended assigning Tveit to this temporary position because she has completed the education component for a certified municipal clerk, is familiar with website design, has amazing organizational skills, excellent communication skills, and is truly knowledgeable about City operations. For the temporary assignment, I propose the City place her at \$36.46 per hour. The City Clerk/IT Director was paid \$48.37 per hour. This temporary assignment would last for 120 days. If Tveit or the new City Administrator determines this is not a good fit, Tveit would return to her former position at Public Works at her former wage.

Woulfe stated if Council approves of this plan, she will draft a memorandum of understanding (MOU) to be reviewed and approved by the Teamsters Union. The MOU would then be brought before the City Council for official action. Woulfe stated she had preliminary discussions with the Teamsters Union Business Agent as part of the City’s ongoing 2025-2028 union contract negotiations process. The Teamsters Business Agent was supportive of this concept and the pay recommended for the assignment. Woulfe noted that if this change is made, Williams will need to call a temporary agency to fill Tveit’s position at Public Works during the temporary period.

Neider moved, seconded by Canada, to approve the concept of a 120-temporary assignment for a Deputy Clerk and directed staff to prepare the MOU with the Teamsters Union. The motion carried unanimously.

Adjournment

Being no further business before the City Council, Schieber moved, seconded by Miles, to adjourn the meeting at 9:03 pm.

Kevin Schieber, Mayor

ATTEST:

Linda J. Woulfe, Interim City Administrator

North Branch City Council Minutes
October 22, 2024

Members present: Robert Canada, Travis Miles, Kelly Neider, Peter Schaps, and Kevin Schieber

Members absent: None

Staff present: Dan Meyer, Chief of Police; Nathan Sondrol, Community Development Director; Shawn Williams, Public Works-Utilities Director; Sharon Wright, Finance Director; and Linda Woulfe, Interim City Administrator.

Call to Order

Mayor Schieber called the meeting to order at 7:00 pm and led the Council in the Pledge of Allegiance.

Agenda Approval

Schaps requested that item 10a Clarification of Information for sale of electrical utility assets due to statements made by one or more members of the City Council in a public setting. Schaps state he felt having this item on the Council agenda because it may not be germane to the business before the Council tonight and that conflicted with the Council's Code of Conduct because this item may be more related to information being posted on social media on the water and light matter which is a perceived campaign issue because Schieber is a current candidate for Mayor. Schieber stated he requested this item to be on the agenda because of statements made at the September 24, 2024, Council meeting by a Councilmembers and felt it was important to correct misinformation. Neider stated there was nothing in the packet to explain this item and why it was on the agenda.

Schaps moved, seconded by Neider, to remove item 10a from the agenda. Upon call of the roll, Neider, Schaps and Schieber voted aye; Canada and Miles voted nay. The motion carried on a 3-2 vote.

Canada moved, seconded by Miles, to approve the agenda with the removal of item 10a from the agenda. The motion carried 4-1 with Schaps voting nay.

Public Comment Period

Bob Streeter addressed the Council about concerns over the consent agenda, performance of the City's liquor stores, the former sale of the electric generation equipment, the proposed Westside Commons development, staff's presentation on Westside Commons, and the Council's preliminary levy.

Ted Phillips stated he felt it would be a mistake to contract with the Chisago County Sheriff's department for patrol coverage and that the Council should support its own police department with additional staffing.

Tim Kuhl addressed the Council about removing the porta potties from City Parks in October. Phillips stated he felt with the good weather the porta potties should have been kept in the parks longer.

Staff responded that the City budgets for porta potties to be in the parks from May 1 to October 1 of each year. Therefore, they are removed when the budget in this area is spent.

Consent Agenda

Canada moved, seconded by Miles, to approve the consent agenda as presented. The motion carried unanimously.

Public Hearing – Meadow Ridge Environmental Assessment Worksheet

Sondrol provided an overview of the proposed development involving LGI Homes. This proposed development would require a Comprehensive Plan amendment, rezoning to PUD, and a Preliminary Plat known as Meadows Ridge. The Meadows Ridge subdivision is proposed to contain 342 unattached residential units on 119.24 acres located on the northwest corner of Flink Avenue-400th Street intersection, including PIDs: 11.00143.00 and 11.00142.10. The Meadows Ridge subdivision will serve as a continuation of the Meadows North and Meadows North Townhomes developments.

The proposed project will require an amendment to the 2018 Comprehensive Plan Land Use Map for that area. The Land Uses will remain the same post-approval – Low Density Residential, Medium Density Residential and Business (or Commercial). However, smaller Low Density Residential and Business areas are proposed to reduce in size and the Medium Density Residential area will increase. The northwest area of the development site falls within the City’s Shoreland Overlay District for Chain Lake, which requires an additional sub-set of zoning standards. The Developer is seeking to follow the zoning standards for R-1 and R-1 Shoreland rules for lots within the shoreland zone and rezone the Medium Density areas to Planned Unit Development (PUD).

Planned Unit Development (PUD) zoning and the Shoreland Overlay District both require land to be set aside as open space. PUD areas require 15% of the land to be set aside as open space; shoreland areas require 50%. The latter is necessary to ensure protection of the lake (and streams). Based on those percentages and total acres for each area, the open space requirement for Meadows Ridge is as stated in the table, which exceeds minimum standards.

	PUD	Shoreland	Totals
Total Acres	62.47	15.46	77.93
Open Space % Required	15%	50%	
Open Space Acres Required	9.37	7.73	17.10
Open Space Provided	9.65	7.75	17.40

The far northwestern outlot is proposed as a future, smaller neighborhood park for the development, giving the area two (2) parks – this one and Meadows North Park off 399th Street. As part of the PUD request, the Developer plans to improve the walkability of the development by increasing pedestrian areas using typical sidewalks along City streets, per City policy, and enhancing the trail system.

The EAW analyzed the proposed project against the City’s adopted plans, including: 2018 Comprehensive Plan, Surface Water Plan, Water System Plan, Sanitary Sewer Plan, Wellhead Protection Plan, Lower St. Croix Watershed Management Plan, and Chisago County Transportation

Plan. In general, the proposed project is in alignment with these planning documents. The project area is designated for future development and expansion of the City's Urban Service Area. City sewer and water have been extended to the area, and the treatment plan has sufficient capacity to handle the additional development. The proposed project would meet the requirements for surface water management for a rate and quality control of runoff. As mentioned above, the Land Use map of the Comprehensive Plan would need to be amended for the specific boundaries of district lines, but the land uses would remain the same.

The EAW looks at the land cover and soils and discusses the impact of the changes. The project area is currently open space with small, wooded portions. Over the 119-acre site, 6.82 acres are currently covered in trees. Most of these trees serve as a forested windbreak with a small, forested section in the northwest portion of the site. The proposed project would remove 5.8 acres of trees, which would require special City Council approval, since it is greater than 50% of the site's tree cover. The developer is planning to plant a mix of deciduous and evergreen trees totaling 796, which is over double the 342 trees required.

A traffic study was completed as part of the EAW measuring the impact of the traffic from the development. The traffic study can be found on pages 709 - 726 of the EAW. The traffic study found that the residential portions of the development would add 3,272 trips and the retail components would add 3,376 daily trips. When considering the impact of the total building of the project, all intersections have a level of service of B or greater, except for Flink and MN-95 with a projected level of service of C. The EAW recommends that, in conjunction with the project, Flink is reconstructed from a 2-lane undivided roadway to a 3-lane roadway with a two-way left-turn lane. Additionally, right turn lanes are recommended to improve safety as well.

Sondrol stated that state statutes require an Environmental Assessment Worksheet (EAW) consists of 20 questions that provide the information needed to determine if the project will have significant environmental impacts and if further evaluation is needed. An EAW is not meant to approve or deny a project, but instead to serve as a resource to guide future review, approvals, and permitting.

Sondrol stated that at the July 9, 2024, Planning Commission meeting, the Planning Commission held a public hearing on the Comprehensive Plan amendment, rezoning to PUD, and Preliminary Plat. The Commission heard from many members of the public and most of the concerns were about the traffic impact on the area. Other concerns included loss of agricultural land, the size of the lots within the development, questioning the demand for this kind of development, and additional burden on public services. The Planning Commission recommended approval of all the requests. Per State Statute 4410.3100, no final government action can be made until a declaration has been made on the EAW. The City Council will be asked to review the Comprehensive Plan Amendment, PUD, and Preliminary Plat requests for the development also tentatively at the City Council's November 12, 2024, meeting after formal action on the EAW.

Sondrol noted tonight's task is to host a public hearing to receive comments related to the EAW and that written comments on the EAW will continue to be taken until October 31, 2024.

Schieber opened the public hearing at 7:39 pm. The following public comments were received:

Jeff Tentinger shared concerns about the traffic burden of the additional 450 cars this development will generate, noise concerns, site preparation and erosion, and the need for lower speed limits on Flink Avenue. He also shared concerns about LGI as a builder, unpaid water bills, sprinkler system operation, how it operates its homeowners' associations (HOA), and the traffic impact.

Mike Lee raised concerns about the traffic impacts on Flink Avenue and the density of the development.

Ted Phillips raised concerns about the additional traffic impact, he didn't feel the Planning Commission listened to the public input offered at their July 9, 2024, meeting, and the density of development does not fit the nature and character of the existing neighborhood.

Joe Goggin shared concerns about the impact of this development on the School District's ability to handle the additional students due to existing difficulties finding enough teachers and classroom space.

Julie Speckel raised concerns about the impact this development will have on traffic and existing speeds on Flink Avenue.

Sarah Brandvold stated her concerns were the impact of the additional students on the school district and not having enough police officers to address the calls for service that will be created by the additional development.

Michael Fowler raised concerns about the density of the development, lot sizes, and potential contamination this density could have on the adjacent properties that have private wells. Fowler wondered how the City would handle any well contamination issues if they arise.

Schieber thanked the public for their comments and participation in the public hearing. After asking for any additional comments and there being none, Schieber closed the public hearing at 8:18 pm.

Compost Site Hours and Use

Williams stated the City is experiencing issues with the compost pile and is looking for direction to improve its operation. Williams suggested the City should post hours of operation and impose restrictions that the compost site be available only to City residents because currently the compost site is overwhelmingly being used by contractors and non-residents dropping off materials from outside the City limits. Williams noted the reason most, if not all, of our surrounding cities have shut down their compost sites due to abuse and the expense of operating them.

The City's compost site was established in 1993 when the city banned burning leaves in town. Over the years, the site has become very popular, and the brush pile grew in size to where burning was no longer an option as the surrounding homes did not appreciate the smoke from a 10-day huge "campfire" smoldering. The initial cost to grind the pile from 1995-2005 averaged \$6-10K annually. This cost is funded from the city's general fund and storm water fund. From 2006-2015 we were able to work with District Energy in St. Paul and their contractor to grind our pile and haul the chips to their wood burning incinerator that provides renewable energy for St. Paul. During this time, District Energy received funding from grants, both state and federal, for renewable energy that covered the

October 15, 2024 City Council Minutes

grinding and hauling costs, and we were not charged. That funding went away in 2016. Williams stated this year it will cost close to \$40,000 to deal with the pile of debris at the compost site.

Councilmembers understood Williams’ concern about the compost site operations and agreed it would be beneficial to put restrictions on operational hours and use. City Council asked Williams to research options and bring the item back to City Council.

2025 Budget and Levy

Wright provided an overview of the proposed 2025 budget and levy. The council scheduled a special meeting to continue its work on the proposed budget and levy for October 28, 2024, at 6:30 pm.

Request for Information on Contracting with Chisago County Sheriff’s Department

Schaps stated he approached the Chisago County Sheriff about the possibility of contracting with the Sheriff’s Department for a patrol position to ease the City’s existing patrol staffing shortage. The Sheriff had indicated he would be willing to make a presentation to the City Council but wanted an official invitation from the City Council before doing so.

Schaps and Neider stated they felt it would be beneficial to receive information on the option of contracting for a deputy to assist patrolling the City of North Branch. Canada, Miles, and Schieber stated they did not support this option and felt it was more important to support the hiring of additional officers for the City’s police department. A considerable discussion was held on whether to invite the Sheriff to bring information on contracting for a Sheriff’s deputy. The Council consensus on this issue was to not explore the option of contracting with the County at this time.

Adjournment

Being no further business before the City Council, Schieber moved, seconded by Miles, to adjourn the meeting at 9:10 pm.

Kevin Schieber, Mayor

ATTEST:

Linda J. Woulfe, Interim City Administrator



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 10/21/2024

Board & Commission: City Council

Subject: Resolution No R-104-2024 Official Signatories & Depositories

Minnesota State Statute requires Minnesota municipalities to annually designate individuals authorized to sign financial documents, (i.e. checks, drafts and withdrawal orders) on behalf of the City, and official depositories and investment brokers/dealers. Current policy for the City of North Branch requires two (2) signatures, which may include any of the following: Mayor, City Administrator, Finance Director and/or Chief of Police. The current financial institutions shall remain the same as before, as noted in the attached resolution. Starns Bank shall remain a City Depository until all remaining deposits are transferred over to one of the other two (2) banks.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-104-2024

A RESOLUTION APPROVING THE DESIGNATION OF AUTHORIZED SIGNERS, OFFICAL DEPOSITORY & BROKER/DEALERS FOR THE FISCAL YEAR 2024 FOR THE CITY OF NORTH BRANCH.

WHEREAS, Minnesota State Statute 118A and the Investment Policy for the City of North Branch (“City”) requires the City to designate authorized signers and official depositories; and,

WHEREAS, the listed financial institutions have agreed to follow the City of North Branch Investment Policy and have provided adequate collateralization for City funds; and,

WHEREAS, current City policy requires three (3) signatures for checks, drafts and withdrawal orders, and that the Mayor, Interim City Administrator and Chief of Police shall be authorized as Official Signatories of the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, the following individuals are hereby designated as Official Signatories for the City of North Branch:

Kevin Schieber, Mayor
Matthew Hill, City Administrator
Sharon Wright, Finance Director
Dan Meyer, Chief of Police

BE IT FURTHER RESOLVED, the following financial institutions be designated as the Official Depositories for the City of North Branch:

Associated Bank
Bremer Bank
Stearns Bank

BE IT FURTHER RESOLVED, the following institutions be designated as the Official Broker/Dealers for the investment of City funds:

Moreton Capital Investments (Broker)
Associated Bank
Neighborhood National Bank
Stearns Bank
U.S. Bank

BE IT FURTHER RESOLVED, the aforementioned authorizations and designations shall

remain in effect until changed by a subsequent resolution of the City Council.



Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 11/05/2024

Board & Commission: City Council

Subject: Approve Resolution No. R-107-2024, Accepting the Offers of Dedication and Reducing Security for Meadows North 4th Addition

Overview / Background

LGI – Homes Minnesota, LLC (Developer) has submitted an Offer of Dedication for the Public Improvements as required for the Meadows North 4th Addition subdivision. City staff have reviewed the required improvements and have found them satisfactorily complete and are accepting the offer to dedication. By this action, the City shall reduce the financial security to 25% of the total amount obligated for the development and approve the Developer to enter the one (1) year warranty period for the improvements. Upon completion of the warranty period, and if no issues are identified with the public improvement items, the City can take action to accept the improvements, making them an official public asset. At that time, the remaining security would be released.

Staff Recommendation

City staff recommend approval of the resolution accepting the offer of dedication and reducing the letter of credit as stated.

Requested Action

Approve Resolution No. R-107-2024 accepting the offer of dedication for public improvements for the Meadows North 4th Addition.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-107-2024

A RESOLUTION AUTHORIZING THE RELEASE OF FINANCIAL SECURITY FOR MEADOWS NORTH 4TH ADDITION IN CITY OF NORTH BRANCH, MINNESOTA.

WHEREAS, in accordance with Planned Unit Development and Subdivision Agreement (“Agreement”) for Meadows North 4th Addition (“Development”), dated July 8, 2022 LGI Homes – Minnesota, LLC (“Developer”), agreed to install certain public improvements (“Improvements”) for said Development, and provide Financial Guarantee (“Security”), in the form of Letter of Credit, covering the installation and construction of those “Improvements;” and,

WHEREAS, the Developer has completed certain Improvements as of October 10, 2024, as required by the Agreement for the Development, and has requested a final release to the Security; and,

WHEREAS, Agreement required an original Security deposit provided to the City totaling \$784,794.00, of which the Developer has been previously reduced to \$196,243.50, until final acceptance; and,

WHEREAS, City Staff has inspected the final Improvements and fully accepts the Improvements as required for the Development.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY NORTH BRANCH, MINNESOTA THE RELEASE OF SECURITY FOR THE DEVELOPMENT IS HEREBY AUTHORIZED.

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the City Clerk dated this 12th day of November, 2024.

Meadows North 4th 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 ___7th___ day of ___October___, 2024.

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 July 11, 2022 (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 \$ 784,794.00 issued by Wells Fargo Bank.

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 North 4th 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 \$ 627,835.00 and that therefore the Reduction Amount is \$ (previously reduced to \$ 196,244).

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 \$_NA – **replacement LOC of \$196,244 already in place. Developer would like to replace replacement LOC with a warranty bond during warranty period**__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 tall 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: Officer



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 11/07/2024

Board & Commission: City Council

Subject: Memorandum of Understanding with Teamsters Local 320

At the October 28, 2024, Special City Council meeting, Council approved a temporary assignment for Angela Tveit as Deputy Clerk. This was done so that Matthew Hill would have someone in the Clerk's office to assist him while he studied the City's organizational structure and develop his own recommendations for how to replace the City Clerk/IT Director position as well as how to address the component of Human Resources. The attached memorandum has been agreed to by the Union and is ready for Council adoption as well.

Voting Requirements:

Voting Options Simple Majority

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made by and between the City of North Branch ("Employer") and Teamsters, Local 320 ("Union").

WHEREAS, Union is the exclusive representative for certain employees of Employer;

WHEREAS, the Employer and Union are parties to a labor agreement in effect from January 1, 2022 through December 31, 2024 ("Labor Agreement");

WHEREAS, the job classification of City Clerk is vacant to date of this MOU;

WHEREAS, the City Clerk is a recognized job classification under the Labor Agreement;

WHEREAS, the City has determined it necessary to assign a certain bargaining unit employee to assist the City Administrator in the performance of certain duties of City Clerk on a temporary basis, until such time that the City has appointed a regular, full-time City Clerk;

WHEREAS, the Employer herein refers to such assignment as Deputy City Clerk for ease of reference;

WHEREAS, the bargaining unit employee-assignee and Union request that the Employer voluntarily enter into this MOU;

WHEREAS, the Employer have accordingly voluntarily met over the impacts of the Employee's assignment determination above in good faith;

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, Employer and Union agree as follows:

Article 1. Understandings Related to Temporary Deputy City Clerk Assignment

The Employer and Union hereby understand the below-stated components and memorial such understandings described below, arising out of the Employer's determination to assign Angela Tveit to the assignment of Deputy City Clerk.

1.01 Pay Clarifications

It is understood (1) the Employer will pay Angela Tveit an hourly rate of \$36.46 per hour (\$37.55 per hour effective January 1, 2025) for all hours actually worked for the Employer for the duration of time that the Employer assigns Angela Tveit to the Deputy City Clerk assignment; (2) such hourly rate is not in addition to Angelea Tveit's current base pay, but will be paid in lieu of such base pay; and (3) Angela Tveit will pay overtime consistent with the terms of the Labor Agreement recognizing the Administrative Specialist job classification, at the above rate of pay.

1.02 Assigned Duties Clarified

The Deputy City Clerk assignment will include the following non-exhaustive primary duties:

- Elections assistance;
- Administration of the City's website;
- Council and Commission packet publishing;
- Preparations of Council, EDA, Parks, and Planning Commission meeting minutes;
- Publication of all public hearing notices, posting them on the City's website, and on the City's official bulletin board;
- Preparation special meeting notices for all Council/Commission meetings, posting them on the City's website, and on the City's official bulletin board;
- Sending ordinances to the newspaper for publication and updating the City Code in Municode;
- Assurance that all new ordinances, resolutions, contracts, etc. are signed by the Mayor and City Administrator/Acting City Clerk
- Assist with assuring proper record retention of these items and get copies where needed (e.g., contractors, courts, Recorder's Office, etc.);
- Processing of licensing issues (alcohol, gambling, massage, peddlers/solicitor permits, and tobacco);
- Uploading date for records retention compliance (e.g., getting Laserfiche up and running for all staff to utilize as the long-term storage medium);
- Assisting with administering voice over IP phone system changes (calling tree options, changing passwords for voice mail, etc.);
- Assisting with the DOT drug testing program, by, for example, receiving testing notifications, scheduling testing with M- Health Fairview, and notifying employees of testing time; monitoring test results and informing the City Administrator/Acting City Clerk of any failed tests;
- Maintaining record confidentiality and protection of nonpublic and/or private data;
- Assisting the City Administrator with general assignments as requested.

1.03 Anticipated Duration of Assignment

The assignment is in effect from November 1, 2024, anticipated until March 1, 2025, unless otherwise extended by Employer.

The City Administrator will have a sufficient amount of time, not less than 120 calendar days, starting from November 1, 2024 until March 1, 2025, to study the Employer's overall organizational structure and needs, prior to effectively recommending the appointment of City Clerk to City Council, unless determined otherwise by the City Administrator and City Council.

If Angela Tveit is selected to fill the City Clerk position, she will be placed at Step 3 of the City Clerk wage contained in the 2025-2027 Teamsters Local 320 Union contract which is \$42.83 per hour.

1.04 Continued Employment & Non Effect on Certain Terms.

This assignment does not remove Angela Tveit from her employment with Employer in the job classification of Administrative Specialist, nor does this temporary assignment of duties mean Angela Tveit will be removed from employment if not appointed City Clerk.

If Angela Tveit is selected to fill the City Clerk position, she will be placed at Step 3 of the City Clerk wage contained in the 2025-2027 Teamsters Local 320 Union contract which is \$42.83 per hour.

This assignment has no effect on Angela Tveit's date of hire, date for the purposes of determining seniority, step advancement relating to Administrative Specialist, nor benefits currently provided under policy and contract.

Article 2. Entire Agreement

This MOU constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this MOU, other than the representations, covenants, or inducements contained and memorialized in this MOU. This MOU supersedes all prior negotiations, oral and written agreements, policies and practices with respect thereto addressing the specific subject matter addressed in this MOU.

Article 3. Waiver of Bargaining

Employer and Union each voluntarily and unqualifiedly waives the right and each agrees that while the current Labor Agreement is in full force and effect the other shall not be obligated to bargain collectively with respect to the express subjects or matters included in this MOU.

Article 4. Limitations

This MOU is intended for the sole and limited purpose specified herein. This MOU cannot be construed to be nor does it constitute or establish any admission of the Employer, precedent, past practice or otherwise place any prohibition or limitation on any management right of the Employer. The Employer expressly reserves the right to exercise all its management rights without limitation.

Article 5. Amendment or Modification

This MOU or any of its terms may only be amended or modified by a written instrument that: (1) expressly states it is amending or modifying the MOU; and (2) is signed by or on behalf of all the parties hereto or their successors in interest.

Article 6. Voluntary Agreement of the Parties

The parties hereto acknowledge and agree that this MOU is voluntarily entered into by all parties hereto as the result of arm’s-length negotiations.

Article 7. Effective and Expiration Date

This MOU is effective November 1, 2024, upon execution, of which shall be the latest date affixed to the signatures below.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the latest date affixed to the signatures below.

City of North Branch

Teamsters Local 320

Kevin Schieber, Mayor
Agent

Connie Westlund, Local 320 Business

Matthew A. Hill, City Administrator

Date

Date



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 11/07/2024

Board & Commission: City Council

Subject: Resolution 109-24 Certifying Unpaid Charges

Each year, the City goes through all delinquent utility bills. The attached resolution identifies the parcels that have delinquent bills that will need to be certified to property taxes.

Voting Requirements:

Voting Options Simple Majority

CITY OF NORTH BRANCH

RESOLUTION NO. 109-24

A RESOLUTION CERTIFYING UNPAID CHARGES

WHEREAS, pursuant to proper notice duly given as required by law, the City Council has met, heard, and passed upon all objections to the proposed certifications of unpaid charges for municipal fees and utilities; and

WHEREAS, the amount of bad debt has been minimized through diligent collection efforts by staff.

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

Such proposed certification of unpaid charges, a copy of which is hereby attached as Exhibit 1 and made a part hereof, is hereby accepted and shall constitute a lien against the lands named herein

Such certification shall be payable over a period of one year on or before the first Monday in January.

The owner of the affected property may, at any time prior to certification of unpaid charges to the County Auditor, pay the whole of the certified unpaid charges on such property, with interest accrued to date of payment, to the Finance Director or designee, except that no interest shall be charged if the entire certified amount is paid within thirty (30) days from the adoption of the resolution. The taxpayer may at any time thereafter, pay the City Clerk or County Auditor, the entire amount certified and remaining unpaid, with interest accrued to date, of the year in which payment is made. Interest will continue to be charged up to the date of payment.

The Deputy Clerk shall forthwith transmit a certified copy of this certification role to the County Auditor-Treasurer to be extended on the property tax lists of the county and such certified unpaid charges shall be collected and paid over in the same manner as property taxes

Passed by the City Council of North Branch, Minnesota this 12th day of November, 2024.

Kevin A. Schieber, Mayor

Attested:

Matthew A. Hill, City Administrator

EXHIBIT 1

Grand Total of all Delinquent Utilities for the City of North Branch: \$65,278.21

- Total for Sewer: \$6,836.95
- Total for Water: \$8,290.57
- Total for Storm Water: \$50,150.69

Delinquent Sewer

PID	Amount
11.00874.33	47.61
11.01030.44	140.75
11.00567.53	50.21
11.01034.09	30.51
16.00372.00	25.99
11.01035.37	137.63
16.00411.90	96.18
16.00264.00	105.42
11.01030.02	143.77
16.00404.00	216.25
11.00362.01	82.23
11.01030.30	192.69
11.01069.26	55.68
16.00193.36	44.17
16.00438.00	294.16
16.00316.00	108.54
16.00563.82	47.60
11.01030.24	102.29
11.01068.46	126.00
16.00459.48	71.07
11.01029.89	87.55
11.01029.67	42.42
11.01030.01	173.97
16.00501.08	29.93
16.00533.04	149.13
16.00511.26	95.33
16.00195.10	178.69
16.00193.64	34.70
11.01030.18	51.87
16.00562.22	107.10
16.00511.45	97.91
16.00533.08	43.74

11.00862.50	706.64
16.00560.03	35.66
11.00158.63	42.82
16.00563.26	57.34
11.01067.09	69.59
16.00148.00	240.08
16.00500.40	49.20
16.00563.63	37.05
11.01029.66	133.22
11.01067.04	37.04
11.01053.10	73.45
16.00563.43	46.46
11.01071.14	100.56
11.01068.36	93.58
16.00165.00	74.38
11.01035.33	40.13
16.00563.22	60.67
11.00873.90	106.46
11.01030.06	110.36
16.00562.95	84.24
16.00533.20	126.98
11.01030.35	87.80
16.00511.25	42.45
16.00411.26	130.91
11.00745.34	1038.79

Delinquent Water

PID	Amount
11.00874.33	407.75
11.01030.44	146.24
11.00567.53	404.03
11.01034.09	34.44
16.00372.00	33.23
11.01035.37	125.03
16.00411.90	197.80
16.00264.00	104.79
11.01030.02	120.36
16.00404.00	304.01
11.00362.01	154.41
11.01030.30	189.55
11.01069.26	538.04
16.00193.36	43.29
16.00438.00	245.27
16.00316.00	97.55
16.00563.82	73.01
11.01030.24	80.93
11.01068.46	220.34
16.00459.48	60.70
11.01029.89	120.35
11.01029.67	44.55
11.01030.01	102.84
16.00501.08	34.06
16.00533.04	124.45
16.00511.26	88.99
16.00195.10	239.71
16.00193.64	505.59
11.01030.18	48.68
16.00562.22	115.70
16.00511.45	84.94
16.00533.08	43.00
11.00862.50	585.86
16.00560.03	37.66
11.00158.63	432.30
16.00563.26	77.03
11.01067.09	59.98
16.00148.00	202.49
16.00500.40	74.05

16.00563.63	38.68
11.01029.66	141.13
11.01067.04	38.67
11.01053.10	62.24
16.00563.43	64.98
11.01071.14	83.33
11.01068.36	88.15
16.00165.00	75.42
11.01035.33	206.23
16.00563.22	55.38
11.00873.90	123.70
11.01030.06	83.66
16.00562.95	131.26
16.00533.20	109.48
11.01030.35	203.56
16.00511.25	69.67
16.00411.26	112.03

Delinquent Storm Water

PID	Amount
11.00874.33	11.97
11.01030.44	16.70
11.00567.53	9.85
11.01034.09	9.85
16.00372.00	9.85
11.01035.37	16.67
16.00411.90	10.47
16.00264.00	16.70
11.01030.02	16.46
16.00404.00	99.54
11.00362.01	16.58
11.01030.30	16.70
11.01069.26	10.47
16.00193.36	5.28
16.00438.00	16.70
16.00316.00	13.61
16.00563.82	9.85
11.01030.24	9.31
11.01068.46	17.32
16.00459.48	9.85
11.01029.89	9.85
11.01029.67	9.85
11.01030.01	22.61
16.00501.08	7.86
16.00533.04	15.67
16.00511.26	16.70
16.00195.10	35.81
16.00193.64	10.47
11.01030.18	9.85
16.00562.22	16.70
16.00511.45	36.00
16.00533.08	9.85
11.00862.50	536.61
16.00560.03	9.85
11.00158.63	9.85
16.00563.26	9.85
11.01067.09	9.85
16.00148.00	26.67
16.00500.40	9.85

16.00563.63	9.85
11.01029.66	16.70
11.01067.04	9.85
11.01053.10	9.85
16.00563.43	9.85
11.01071.14	9.85
11.01068.36	9.13
16.00165.00	14.60
11.01035.33	16.70
16.00563.22	9.85
11.00873.90	16.70
11.01030.06	17.91
16.00562.95	10.47
16.00533.20	15.76
11.01030.35	9.85
16.00511.25	9.85
16.00411.26	16.70
11.00745.34	98.29
11.01070.32	89.76
11.00055.10	89.76
11.00366.00	89.76
11.00330.00	158.54
11.00687.00	484.49
11.00382.21	89.76
11.00579.10	89.76
11.00647.00	89.76
11.00873.14	89.76
11.00646.00	89.76
11.00136.00	89.76
11.00970.59	89.76
11.00372.20	89.76
11.00389.12	89.76
11.00275.50	89.76
11.00862.14	89.76
11.00052.00	89.76
11.00064.40	89.76
11.00860.88	89.76
11.00492.00	89.76
11.00029.00	89.76
11.00820.00	89.76
11.00480.30	89.76

11.00038.00	89.76
11.00983.15	89.76
11.00900.35	89.76
11.00852.84	89.76
11.00660.00	89.76
11.00381.50	89.76
11.00725.20	89.76
11.00861.30	89.76
11.00230.00	89.76
11.00725.12	89.76
11.00048.10	89.76
11.00764.00	89.76
11.00965.00	89.76
11.00860.80	89.76
11.01002.00	89.76
11.01031.20	89.76
11.01036.10	89.76
11.00900.75	89.76
11.00039.00	89.76
11.00862.27	89.76
11.00283.00	89.76
11.00422.45	89.76
11.00997.19	89.76
11.00823.00	89.76
11.00317.00	89.76
11.00602.41	89.76
11.00390.00	89.76
11.01009.00	89.52
11.01055.04	89.76
11.00852.94	89.76
11.00861.04	89.76
11.00983.22	89.76
11.00900.20	89.76
11.00852.11	89.76
11.00852.89	89.76
11.00150.05	89.76
11.00372.04	89.76
11.00410.00	89.76
11.01031.06	89.76
11.00900.87	89.76
11.00852.38	89.76

11.00778.00	89.76
11.00868.00	89.76
11.00134.20	89.76
11.00842.12	89.76
11.00861.59	89.76
11.00422.04	89.76
11.00900.66	89.76
11.01026.60	89.76
11.00389.25	89.76
11.00545.00	89.76
11.01039.03	89.76
11.00031.00	89.76
11.00125.10	89.76
11.00873.07	89.76
11.00852.60	89.76
11.00900.34	89.76
11.00393.00	89.76
11.00470.00	89.76
11.00860.58	89.76
11.00068.00	89.76
11.01062.01	89.76
11.00013.00	89.76
11.00350.00	89.76
11.00168.10	89.76
11.00739.00	89.76
11.01036.47	89.76
11.00165.00	89.76
11.00592.06	89.76
11.00033.30	89.76
11.01036.09	89.76
11.00659.60	89.76
11.00064.00	89.76
11.00797.00	89.76
11.00740.00	89.76
11.00389.16	89.76
11.00686.00	89.76
11.00846.00	89.76
11.00781.00	89.76
11.00938.00	89.76
11.00312.00	89.76
11.00796.00	89.76

11.00873.22	89.76
11.00900.54	89.76
11.00927.00	89.76
11.00725.10	89.76
11.00900.48	89.76
11.00651.70	89.76
11.00351.00	89.76
11.00983.09	89.76
11.01032.21	89.76
11.00738.00	89.76
11.00852.31	89.76
11.01039.21	89.76
11.01027.00	89.76
11.00263.00	89.76
11.01040.04	89.76
11.00873.11	89.76
11.01026.51	89.76
11.01005.00	89.76
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(STATE OF MINNESOTA)

COUNTY OF CHISAGO)

Authentication Certificate

I, the undersigned, being the duly qualified Deputy Clerk of the City of North Branch, certify that the attached Resolution of the City Council adopting a certification for unpaid charges under the City Code Section 58-285 Delinquent Accounts, is a true copy of the original, of which is on file at the City of North Branch. Minnesota.

Dated this 12th day of November, 2024

Seal

Angela Tveit, Deputy Clerk
City of North Branch



Prepared By: Shawn Williams, Public Works Director

Presenter: Shawn Williams, Public Works Director

Date: 11/09/2024

Board & Commission: City Council

Subject: Public Works Mower Purchase

During the City's 2024 budget process, public works had a tri-deck 22 ft. pull behind mower in the CIP to be purchased in 2025 to replace the current mower that is over 20 years old, worn out and in need of replacement. This mower has been in the CIP to be replaced for the last 5 years and has been pushed off due to lack of funding. I mentioned during our budget sessions I would be willing to use \$40K I had in this year's budget, which was for our pickup truck replacement program to fund this mower, and there was council consensus to move forward with the purchase. The public works pickup replacement program will now be funded through the city's equipment replacement program, also discussed at the budget meetings. The old mower will be sold on Munci-Bid Public Online Auctions, a site the city uses to dispose of equipment no longer needed. The useful life of this type of mower is 10-15 years depending on use and mowing conditions.

I have obtained two quotes for this purchase and are shown in the table below, and attached for your reference. My recommendation is for council to consider approving the low quote and purchase the mower from Olson Power and Equipment located in North Branch, MN for the amount of \$35,382.00. There is no negative financial impact as this funding is in the 2024 budget.

Supplier	Price
Olson Power and Equipment, North Branch, MN	\$35,382.00
Lano Equipment Inc., Anoka, Mn	\$39,148.00

Voting Requirements:

Voting Options Simple Majority



3021 W 133rd St • Shakopee, MN 55379 • 952-445-6310
6140 Hwy 10 NW • Anoka, MN 55303 • 763-323-1720
23580 Hwy 55 • Loretto, MN 55357 • 763-479-8200
www.lanoequip.com • www.lanoeq.com • www.lanogardengear.com

QUOTE - DO NOT PAY

Quote: 02-173443

Date: 3/6/2024

PO: AFM4522

CustId: CITYNORTHBRANCH

Cust Email: richardf@ci.north-branch.mn.us

Phone: (651) 756-9982

Salesperson: Scott.F

User: Scott.F

Bill To:

CITY OF NORTH BRANCH

6408 ELM ST

PO BOX 910

NORTH BRANCH, MN 55056 US

Ship To:

39276 GRAND AVE N

NORTH BRANCH, MN 55056 US

MN STATE CONTRACT RELEASE T-632(5) CONTRACT #227422 EXPIRES MARCH 31ST, 2024

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
MOWER	QU	LAND PRIDE MOWER	1.0000		\$46,643.00		
		ATA - LAND PRIDE AFM4522 FLEX MOWER, 21'9", HYD UN					
		Line Discount: 7.00%			(\$3,265.01)		
		Total MOWER					\$43,377.99
315-722A	PA	LAN - HYD WING UNLOCK ASSY	1.0000		\$691.00	\$48.37	\$642.63
		Discount applied: 7.00%					
LABOR	MC	Labor	4.5000		\$170.00		\$765.00
SH	MC	SHIPPING & HANDLING	42.0000	Y	\$30.00		\$1,260.00
246019 / USED	TR	BUHLER FARM KING MOWER Yr: 2014	1.0000		\$7,000.00		(\$7,000.00)
		ATA - BUHLER FARM KING YT750 19' FLEX MOWER 2014					
Total:							\$39,045.62

Totals							
					Sub Total:		\$39,045.62
		.25 % HOUSING:				\$3.15	
		.75% METRO:				\$9.45	
		0.25% TRANSIT:				\$3.15	
		6.875% MN TAX:				\$86.63	
					Total Tax:		\$102.38
					Invoice Total:		\$39,148.00

Signature: _____

Quote is Valid for 30 days, programs and discounts subject to change without notice



Olson Power and Equipment
38560 14th Ave
North Branch, MN 55056-6084
Phone: 651-674-4494

www.olsonpower.com

Ship To: IN STORE PICKUP

Invoice To: CITY OF NORTH BRANCH
PO BOX 910
NORTH BRANCH MN 55056-0910

Branch 01 - NORTH BRANCH		
Date 11/05/2024	Time 11:36:54 (O)	Page 1
Account No NORTH001	Phone No 6516748113	Est No 01 Q02529
Ship Via		Purchase Order OK TO CHARGE
Tax ID No		
JOE FAIRBANKS		Salesperson JCF

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 02/12/2025 Amount

Stock #: ? Serial #: 47334.00
Land Pride - AFM4522
45 SERIES ALL-FLEX MOWER - 21'9" width

Miscellaneous Charges/Credits

=====

OPE CUSTOMER DISCOUNT Qty: 1 Price: 11952.00 11952.00-

Subtotal: 35382.00

Authorization: _____ Quote Total: 35382.00

No Finance Charge made on accounts paid within 30 Days, will on the billing date following
be charged 1 1/2% per month finance charge (18% ANNUAL PERCENTAGE RATE). 4%
Credit Card Processing fee on payments over \$500.

Thank You For Your Business!



Prepared By: Shawn Williams, Public Works Director

Presenter: Shawn Williams, Public Works Director

Date: 11/09/2024

Board & Commission: City Council

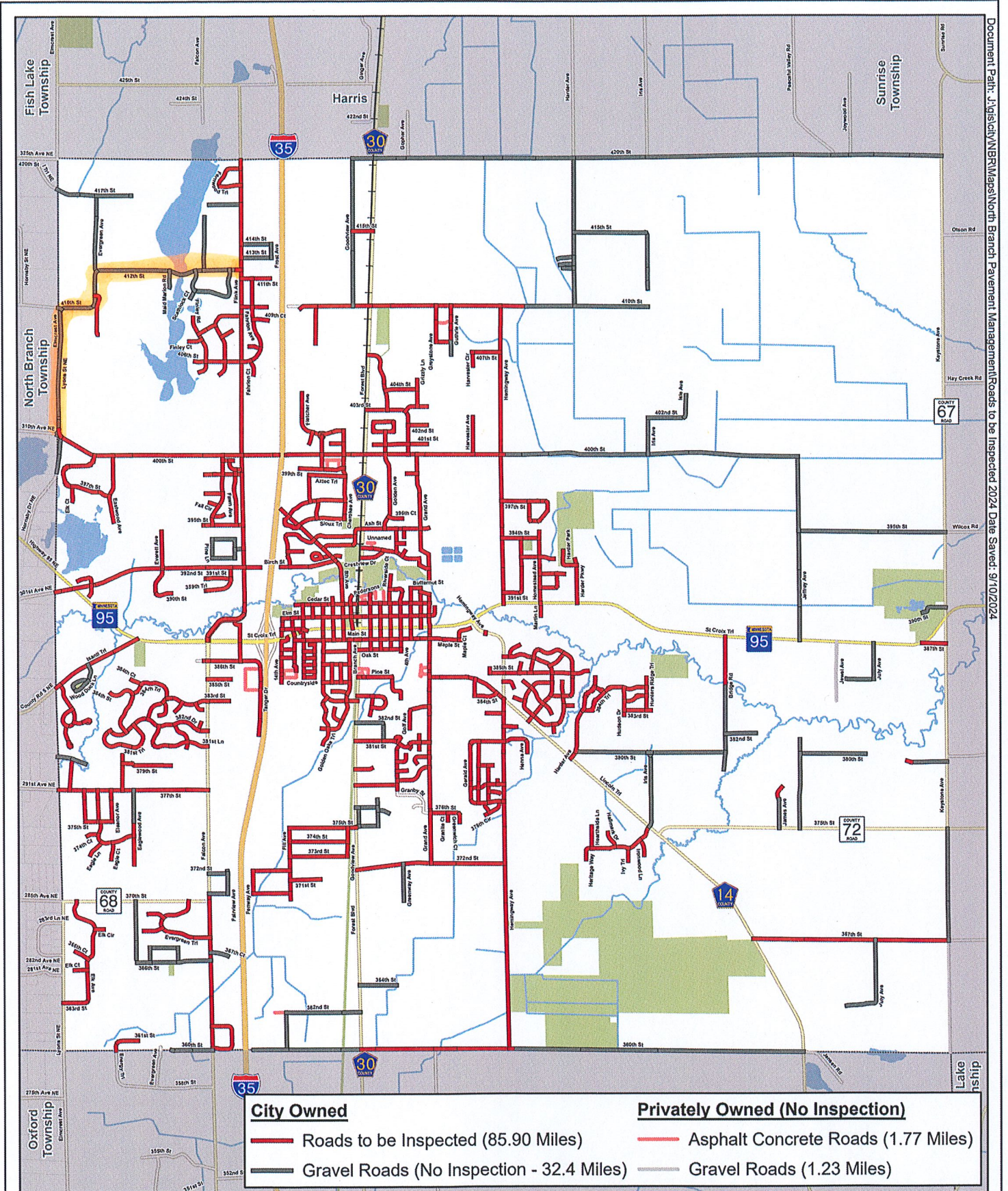
Subject: Pavement Management Plan Proposal

During the budget process, staff and council discussed options to better assist us when budgeting and financial planning for the city's largest asset, which is our street and utility infrastructure. The most recent discussion was at our last council meeting when we discussed the need for a pavement management plan. I have reached out to WSB, the city's engineering firm to provide a quote for putting together a pavement management plan for the city.

This plan will help guide the council and staff as we plan out our budget and CIP for the next 10 years for needed street improvements. WSB will review all the city's paved streets and put an evaluation and maintenance plan together including the cost associated with each street. We will then implement this into our budget and CIP for future planning. This will reduce if not avoid budget spikes by eliminating the unknown cost and unplanned repairs providing a long term stable plan. Their proposal's cost is not to exceed \$37,504.00. Funding will be split four ways, coming from the water, sanitary, storm sewer and franchise fee funds equally. I did check with another engineering firm and their verbal estimate would be close to \$50K as they do not have alot of the needed data readily available, such as all of our record drawings and plans for when our infrastructure was put in. WSB already has this and the efficiency of this is shown in their quote. I am asking council to consider approving the pavement management plan proposal as presented.

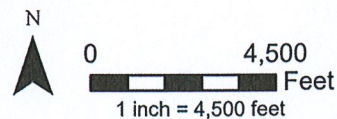
Voting Requirements:

Voting Options Simple Majority



Roads to be Inspected 2024

Pavement Management
City of North Branch, Minnesota





September 18, 2024

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

Re: Pavement Management Work Plan
City of North Branch, MN

WSB is pleased to submit this work plan to update the City of North Branch's pavement management system plan. We will work closely with City personnel in completing the tasks summarized below.

Cost Summary

It is proposed that this project be billed hourly on a cost not to exceed basis, with total cost not exceeding **\$37,504**. The following tasks are included in the scope of work for this project. If you agree with the terms as outlined in this proposal, please sign where indicated below and return a copy to our office.

In reviewing the City of North Branch's current pavement network approximately 86 miles of bituminous roads were identified. The following tasks will be completed as part of this work plan based on the assumption that all paved streets in the City will require inspection and will be included in this project.

The following tasks will be completed as part of this work plan:

1. Data Collection and Management

WSB personnel will make necessary updates to the pavement management database using the PAVER software.

As part of this process, the City will:

- Provide records of any major maintenance since the last pavement rating.
- Review and provide comments on the proposed street segments to be inspected. The City will verify segments are correct on a map before in field inspections begin.

WSB will:

- Make any necessary updates to pavement segments in the database.
- Input maintenance history as provided by the City personnel.
- Maintain data during the duration of the project.

Cost: \$2,112

2. Detailed Inspections of City Street & Trail Pavement

WSB personnel will perform visual distress surveys on the streets owned and maintained by the City of North Branch. WSB estimates there are approximately 86 miles of roads that require inspection in 2024.

WSB will:

- Observe and record roadway segment distresses with vehicle mounted instrumentation including cameras and LiDAR. Supplementary data may be obtained by physically walking the pavement segments as needed.
- Input distress data into the PAVER database and determine the Pavement Condition Index (PCI) of each section based on ASTM standards.

Cost: \$21,006

3. Pavement Analysis and Database Update

Once the inspections have been completed, WSB will set up a pavement management model in PAVER and use the program to calculate key performance metrics such as Average PCI for the entire system and breakdown the data to show pavement in key condition categories. WSB will summarize this information in a report along with pavement condition maps.

WSB will:

- Review data through our quality assurance and quality control processes to ensure that the data is complete and accurate.
- Create a pavement model of the City's current pavement network in PAVER.
- Compute metrics that define the current condition of the City's pavement network such as average PCI.
- Create a detailed map showing the updated PCI of each roadway in 2024.
- Generate a spreadsheet detailing the route name, pavement length, pavement area, and PCI of each segment, which the City can use to assist in developing a Capital Improvement Plan (CIP).

Cost: \$7,234

4. 10-Year Pavement Capital Improvement Plan Analysis and Reporting

Using the pavement management model created in Paver, WSB will work with the City to develop and test up to 4 different budget/maintenance scenarios to determine an optimal maintenance strategy for the City's pavement network. WSB will summarize this information in a report along with pavement condition maps.

The City will:

- Provide feedback on inputs to accurately model budget and maintenance scenarios in Paver such as current annual maintenance budget and input on construction unit costs.

WSB will:

- Update unit pricing and other model inputs as needed in Paver.
- Perform up to four (4) different budget and maintenance scenarios using the Paver model.
- Interpret scenario test results and offer recommendations on street maintenance budget and maintenance best practices.
- Provide analysis on pavement maintenance options and current pavement condition trends.
- Author a report detailing all pavement analysis and recommendations that can help City officials plan budgets and allocate maintenance funding.
- Municipal staff will use this information to group projects and years to build out a detailed 10-year CIP

Cost: \$4,656

Additional Asset Collection

With our vehicle collection process, the data can be further processed to pull out various asset datasets. Below is a list of assets that can currently be identified and provided in a GIS shapefile.

Signs, 360 imagery, Bike Lane Post, Bus Bench, Bus Shelter, Cabinet, Catch Basin, CCTV Camera, Curb Ramp, Fire Hydrant, Flashing Beacons, Manhole Cover, Pedestrian Pole Push Button, Retaining Wall, Stand Alone Pedestrian Head, Street Lights, Traffic Signal, Traffic Signal Pole, Trash Bin, Tree Utility Pole, Water Valve, Guardrail, and Pavement Markings.

These assets can be added to the proposal fee and range from \$5 to \$50 per centerline mile based on the asset.

Project Timeline

Data Collection and Management	Completed October, 2024
Detailed Inspection of City Street Pavement	Completed October, 2024
Pavement Analysis and Database Update	Completed December, 2024
10-Year CIP Analysis and Reporting	Completed January, 2025

Thank you for this opportunity to continue to develop the City of North Branch's pavement management system. I am confident that the level of service on this project will meet or exceed your expectations. If you should have any questions regarding this proposal, please contact me at 218-341-3614.

Sincerely,

WSB



Matthew Indihar, PE
Sr. Pavement Engineer

Michael Rief, PE, DBIA
Sr. VP of Construction Services

ACCEPTANCE: This letter represents our entire understanding of the project scope. If the City of North Branch is in agreement, the necessary contract documents can be provided and signed. WSB will start work upon receipt of a signed contract.

ACCEPTED BY:
City of North Branch

By: _____

Title: _____

Date: _____



Prepared By: Kim Lindquist, Director, Community Planning & Econ. Dev, Nathan Sondrol, Community Development Director

Presenter: Kim Lindquist, Director, Community Planning & Econ. Dev, Nathan Sondrol, Community Development Director

Date: 10/15/2024

Board & Commission: City Council

Subject: Resolution R-110-2024 Approving Westside Commons Sr Housing Concept Plan and Comprehensive Plan Amendment

See attached staff report

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-110-2024

A RESOLUTION APPROVING THE COMPREHENSIVE PLAN AMENDMENT FOR THE WESTSIDE COMMONS SENIOR HOUSING PROJECT TO AMEND THE LAND USE DESIGNATION FROM BUSINESS TO HIGH DENSITY RESIDENTIAL

WHEREAS, AIM North Holdings, LLC (“Applicant”) on behalf of GS2, LLC (“Owners”) has requested a Comprehensive Plan Amendment for the Westside Commons project located in the southern 12 acres of parcel 11.00399.05; and

WHEREAS, the Subject Property is currently guided as Business, per the Comprehensive Plan (“Land Use”), and zoned as Business (“Zoning”); and,

WHEREAS, the applicant has requested the property be reguided from Business to High Density Residential for the southern 12 acres of the subject property; and,

WHEREAS, pursuant to Minnesota Statute §462.355 the Planning Commission (“Commission”) held a Public Hearing (“Hearing”) on October 1, 2024, to consider and receive public comment regarding the proposed comprehensive plan amendment; and,

WHEREAS, notice of the Hearing was posted and published in the City’s official newspaper as required by State Statute; and,

WHEREAS, all persons desiring to be heard concerning the comprehensive plan amendment were given the opportunity to speak thereon; and,

WHEREAS, following the Hearing, the Commission discussed the application and on a 3-2 vote supported the Amendment based upon the future land use and concept plan being consistent with the goals and objectives of the City; and,

WHEREAS, the Economic Development Commission discussed this item at their October 15, 2024, meeting. The Commission discussed the concept plan and the proposed amendment from Business to High Density Residential and unanimously voted to recommend approval of the amendment due to the desirability of the proposed project and the amount of remaining business designate land in the area and within the City; and,

WHEREAS, the City Council of the City of North Branch, on November 12, 2024, considered the requested comprehensive plan amendment and how it might affect public health, safety, or welfare and found that the project will not negatively impact the public health, safety, or welfare.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA: the comprehensive plan amendment from Business to High Density Residential for the southern 12 acres of parcel 11.00399.05 for AIM North Holdings, LLC is approved based upon the following findings of fact:

1. The proposed amendment is compatible with the surrounding land uses.
2. Public infrastructure is capable of serving the proposed development on this site.
3. A goal of the Comprehensive Plan is to provide diverse housing stock to allow people at any stage in their life the ability to find a home within North Branch.

4. The proposed amendment is consistent with the vision and guiding principles for the City of North Branch established in the Comprehensive Plan and will not negatively impact the public health, safety, or welfare.

Overview / Background

Aim North Holdings, LLC (Applicant) has applied for a comprehensive plan map amendment and concept plan for the Westside Commons Senior Housing project at (PID: 11.00399.05). The subject property is located in the central area of the city on the west side of Falcon Ave and south of 386th Street. The comprehensive plan amendment would rezone the southern 12 acres from Commercial Business to High Density Residential.

The Applicant would like to develop a market rate Independent Senior Living Community that caters to active seniors. The development would include a 2-story apartment with 70 units, 16 townhomes, 18 duplexes, a club house, and an outdoor recreational area. The use is permitted in the commercial zoning district as senior housing, but it is not in the comprehensive plan. Given that the proposal is for independent seniors, the property functions most similarly to a residential district. Limited to no supportive services (i.e. health care and physical assistance) will be provided by the facility for residents, so travel patterns are most similar to a residential use.

Requests to Consider

1. Concept Plan
2. Comprehensive Plan Amendment

Analysis of Requests

1. Concept Plan

The Applicant is proposing to build a senior community complete with an apartment building, townhomes, duplexes, a club house, and an outdoor recreational area. In general, the development functions similar to other residential uses, but it offers targeted programs and amenities for seniors. The units will have extra safety features like grab bars and emergency response systems targeted to seniors. The development offers on-site amenities like multiple internal walking loops, pickleball courts, arts studio, and community gardens allowing residents to maintain a healthy, active lifestyle. The community is also designed to generate engagement among residents with covered front porches on the townhomes and well-designed common spaces within the clubhouse and apartment building.

The development would be serviced by public streets throughout, including a potential future through street headed north/south to connect to future development in the area. The public streets are proposed to be undersized in comparison to City Code standards, so the Applicant would be requesting a Planned Unit Development zoning at the time of their development application. Staff, including the public works director and city engineer have reviewed the concept and have agreed the proposed undersized streets are acceptable to allow access for maintenance and emergency vehicles. The proposed addition of parking bays, dedicated guest overflow parking, and restricted on-street parking allow the street widths to be reduced throughout the proposed development. They are in overall support of the concept.

The rental housing study conducted by the City earlier this year showed a high demand for senior housing in the community. Approximately 12.2% of the city's residents are currently over 65. This population is expected to increase at an 1.4% annual growth rate per year, putting additional pressure on the already tight housing market for seniors. Adequate senior housing is critical in North Branch. Firstly, it allows for seniors to downsize at an appropriate time and open up their housing for new growing families. Additionally, independent senior housing allows for single floor living options, eliminating yard maintenance, which creates a safer living environment for aging adults.

During the rental study, the researchers conducted community engagement activities, where they talked with residents, developers, and local real estate agents. The community expressed interest in having additional senior housing and specifically stated that they felt senior housing should go near health care, grocery stores,

Since this is an independent living facility, the use best aligns with a residential development pattern, and Applicant is requesting a Comprehensive Plan map amendment to high density residential. However, the zoning and comprehensive plan are not clear on how independent senior living should be categorized. The comprehensive plan does not discuss residential or senior housing in the commercial district, and the zoning code allows it as a permitted use in commercial and conditional use in residential.

Generally looking at the existing facilities in North Branch, independent living facilities are categorized as residential and assisted living are commercial. This makes sense from a land use perspective, as assisted living facilities are larger employers and have more frequent visitors than independent living facilities. Whereas, there is a little difference between an independent living facility and an apartment building, so they should be zoned/guided more similarly to this use.

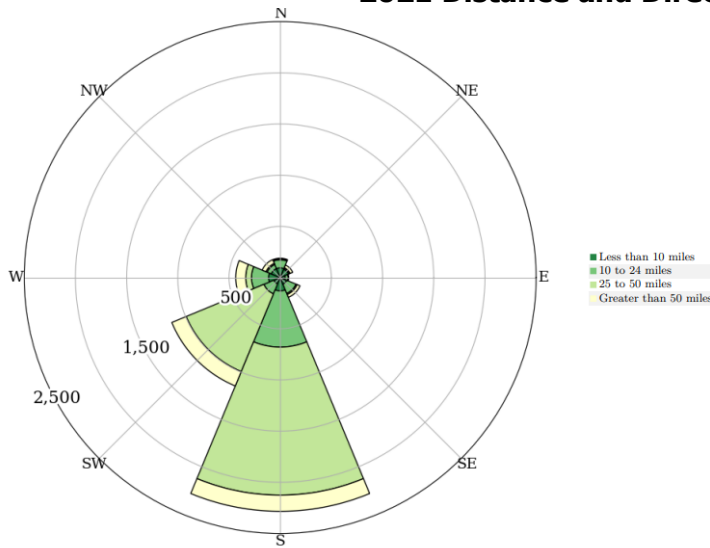
Name:	Address:	Zoning:	Types of Senior Living
Boka Haven	5251 388 th St	Commercial	Assisted Living
Ecumen North Branch	5379 383 rd St	Commercial	Independent and Assisted Living
Encore	38610 14 th Ave	Commercial	Assisted Living
Shields Plaza	6100 Cedar St	R-1 Single Family Residential	Independent Living
Heritage Court Apts	39909 Cherokee Ave	R-2 Medium Density	Independent Living
Uptown Maple Commons	38799 7th Ave	Central Business District	Independent Living
Northern Oaks	6188 Pecan St	R-3 High Density Residential	Independent Living

Population and Demand

The current population of North Branch is estimated to be 11,697, and it is anticipated to grow to 12,517 residents by 2029 according to ESRI forecasts. These populations are higher than what was anticipated in 2018 Comprehensive Plan. The 2018 Comprehensive Plan projected that the City of North Branch population would be 11,934 by 2030. Additionally, the incomes of North Branch residents are anticipated to continue to grow. According to ESRI forecasts, the current household median income of North Branch residents is \$100,605. This is anticipated to increase by 7.27% to \$107,929. This increase of population and incomes translates into higher retail demand with many retail sectors expected to increase by 20% in demand. This increase in demand being higher than the incomes is likely a result of discretionary income growing faster. North Branch is composed of mostly homeowners with fixed rate mortgages, so as incomes rise the household discretionary income rises.

However, despite this growth in demand, North Branch still has a low daytime population, and residents have long commutes to other communities with large retail centers. The most up-to-date data from the Census on commute direction is from 2021, and the data shows that over 60% of residents commute more than 25 miles to work with the majority of these residents headed to the south towards Forest Lake. In general, North Branch is in a challenging development market for retail businesses. The City is situated between two larger existing retail centers of Cambridge and Forest Lake, which remove consumer spending from the City into their markets.

2021 Distance and Direction from Home to Work



Distance	2021	
	Count	Share
Total Private Primary Jobs	4,666	100.0%
Less than 10 miles	707	15.2%
10 to 24 miles	1,081	23.2%
25 to 50 miles	2,362	50.6%
Greater than 50 miles	516	11.1%

Overall Mix of Uses

When guiding property in a Comprehensive Plan, the overall land use is considered to reflect market capacity. The City does not want to have more of any particular land use type than the market can handle, while considering future growth and employment needs. For example, having an excess of commercially guided land could lead the City to have parcels that are vacant indefinitely because there is not a market demand for commercial land given the population, geography, etc.

The City currently has over 250 acres of land guided as Commercial that is currently vacant, not including the HW-95 corridor. These areas will become even more desirable as commercial areas with the construction of an interchange with I-35 and 400th St. Additionally, there are already commercial areas within the City that are candidates for commercial redevelopment; several with locational attributes that are more desirable than the Westside Commons site.

Area	Vacant Acres
I-35 Corridor	205
South of Interstate Business Park	18
County Rd 30	37

In general, the need for commercial land has reduced significantly since the COVID-19 pandemic and the Comprehensive Plan was developed. Commercial development is seeing an overall decline as commercial entities are more conservative in their location choices and have also reduced land area needs for new commercial retailers. Given the updated commercial market dynamics, Staff believes that the City would still have a healthy mix of commercial and residential property with this amendment, along the HW-95 corridor. The remaining approximately 15.66 acres to the north would be sufficient enough area for a future big box

retailer and/or restaurant chain on the property. A big box retailer such as Target/Walmart/Home Depot, typically needs between 10-17 acres with fewer retailers on the highside. The Target locations in Cambridge and Forest Lake are on 10.1 acres and 10.2 acres, respectively. A sit-down restaurant typically needs approximately 1 acre of land. When adding in the additional land needed for stormwater ponding and right-of-way, staff believes the City could still achieve a successful retail hub on this parcel and adjoining vacant commercial properties with the proposed comprehensive plan amendment.

As shown in the ESRI Restaurant Market Potential report attached, North Branch has a high market potential for a sit down restaurant, such as Bob Evans, Longhorn Steakhouse, and Texas Roadhouse. North Branch also has high market potential for fast food restaurants such as Arby's, and Hardee's. Staff believes there is sufficient vacant land within the HW-95 corridor and other areas of the City to support these needs, even with the proposed amendment.

Compatibility of Uses

The property is immediately bordered to the east by Boka Haven assisted living. While the applicant is not affiliated with Boka Haven, it is a highly compatible land use. It is very common to see senior facilities that allow for residents to age in place. These two facilities would allow for residents to do this without having to leave this area of the City. The property to the south is guided for high density residential, and the properties to the west and north are guided for commercial use. This development would serve as a gateway between the traditional high density use and the adjacent commercial area to the north. Additionally, the street proposed in the concept would allow for higher connectivity between the future residential development to the south and the commercial area to the north than would be typical in a standard commercial development.

The traffic impact of the proposed concept is less than would be seen with a commercial development. A commercial development of this size would generally estimate about 1,000 trips per day which includes staff, visitors, residents, deliveries, etc. The proposed senior living concept is estimated to generate 320 to 640 trips from residents, assuming residents will generate 3 to 6 trips per day.

Development Potential

Staff anticipates that a future user on the north portion of the site would request access off of HW-95. Visibility and access from the highest order street is a very common request from developers. The proposed concept would not hinder this type or style of development from occurring.

In discussions with a commercial broker familiar with the site, he indicated that the depth of the lot is not advantageous for commercial development because it is too deep and the resulting building would be set back too far from 95, reducing visibility. A commercial user would want to be set forward to be seen from adjoining intersections, meaning the southern portion of the site is less commercially desirable. He also indicated that lot sizes for big box users are typically around 10 acres with some, like Walmart, wanting something slightly larger, around 17 acres. This change to smaller lot sizes is in part due to changes in the retail business as big box users are shrinking building footprints. Retailers also continue to make conservative location decisions, like following residential development instead of being the first use into the area. Close proximity to other retail rich communities like Cambridge which has a Walmart, Target, Kohls, and Fleet Farm are all located within Cambridge, approximately 15 miles away, is a key decision making criteria for retailers. The company wants to ensure new stores do not "cannibalize" existing stores. This broker indicated one of the best retail sites within the city would be to redevelop the outlet mall.

Staff believes that the overall development potential of surrounding properties is benefitted from the proposed amendment and concept plan design. The development would extend 386th Street further to the west and create a new public street heading north/south through the development. This new street would create connectivity that would generally be seen in a standard commercial development.

The commercial district allows for many different uses, and it is also possible that the northern portion of the site could develop into smaller commercial users such as restaurants, retail stores, or services. These smaller

users could maintain higher visibility to the southern portion of the site and change the overall access point to be further to south from 386th Street. However, staff believes this development pattern is unlikely given the vacancy at the Outlet Mall off of Tanger Drive.

Overall Impact of the Amendment

The City has a high level of discretion on comprehensive plan amendments, and it comes down to what the City Council, elected boards, and residents think best for the community overall. The proposed amendment would reduce the commercial capacity of the City and limit commercial development in the existing commercial center. However, commercial development would still be possible along HW-95 and other commercial areas of the City.

Planning Commission Review

The Planning Commission reviewed the amendment during their meeting on October 1, 2024 and held a public hearing. During the public hearing a resident spoke expressing concerns about the amendment. The resident highlighted many concerns about City process, the loss of commercial land, loss of tax base, and North Branch's ability to be a thriving City for its residents. In general, he felt that the land would be better to remain commercial. He expressed concern about North Branch losing the commercial land at the center of the City, and the long standing impact that has on the community.

Following the public hearing, the Planning Commissioners discussed the amendment. All members of the Commission were in support of the concept as presented, but some had concerns about the location and the loss of commercial land. The Commissioners asked that the EDA review the application to get their perspective on the economic impact to the community. The Commissioners recommended approval on a 3 - yes, 2 - no vote.

EDA Review

The EDA reviewed the amendment during their meeting on October 15, 2024, and recommended robust support for the active living concept noting that there are tradeoffs to the commercial site with additional questions to be answered but support the idea of senior active living. 5-0

Staff Recommendation

Staff and the applicant are looking for feedback on the concept plan and comprehensive plan amendment. Staff is in support of both the concept plan and comprehensive plan amendment.

Findings and Conditions

Comprehensive Plan Amendment

Findings of Fact

1. The proposed amendment is compatible with the surrounding land uses.
2. Public infrastructure is capable of serving the proposed development on this site.
3. The proposed amendment is consistent with the vision and guiding principles for the City of North Branch established in the Comprehensive Plan and will not negatively impact the public health, safety, or welfare.

Conditions of approval

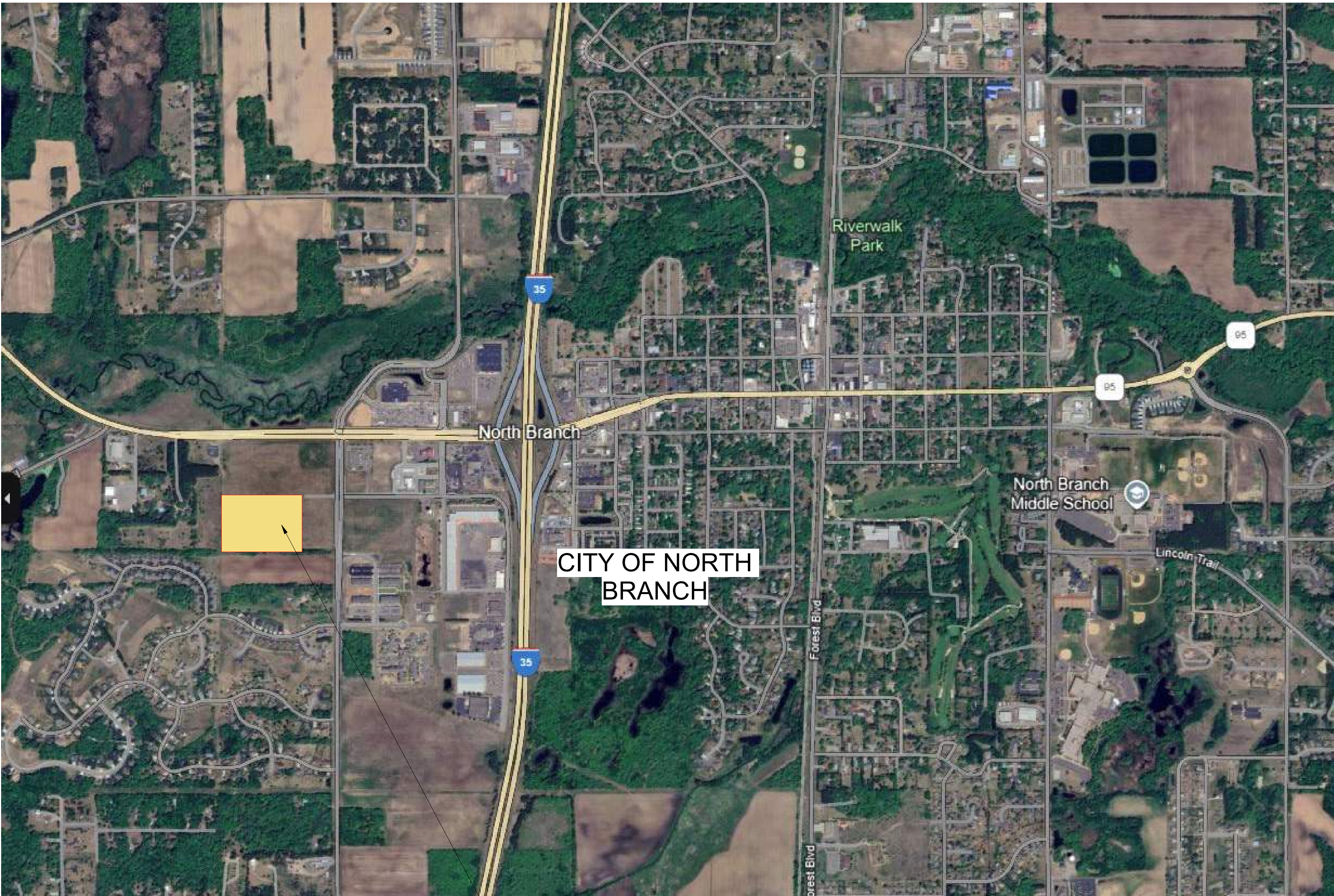
1. Approval of this request is subject to the future approval of the related land use and zoning requests pertaining to the development.

Should the City Council wish to deny the Comprehensive Plan amendment, staff recommends providing finding of fact for resolution of denial.

ACTIVE ADULT NEIGHBORHOOD DEVELOPMENT

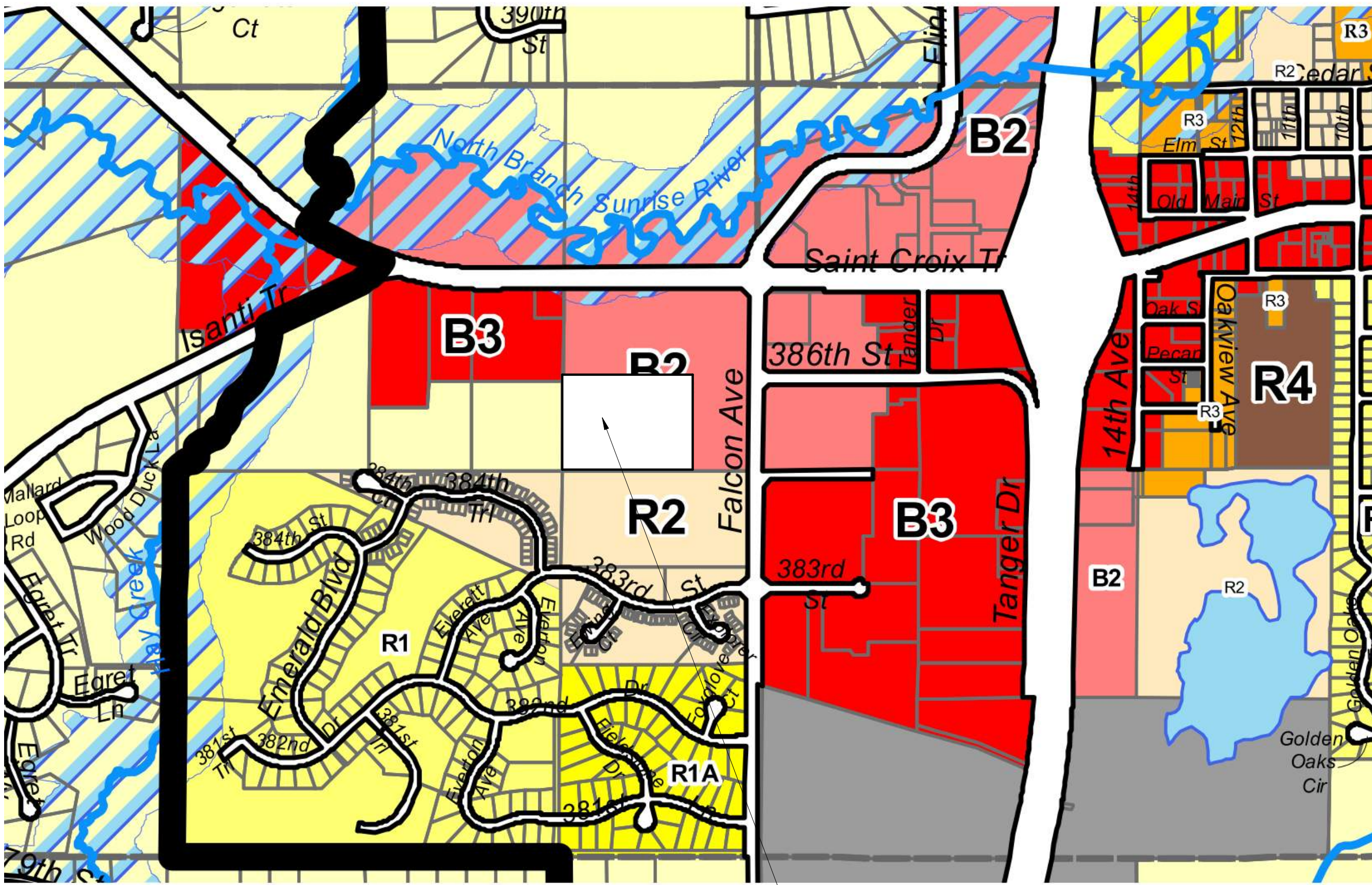
WESTSIDE COMMONS --- NORTH BRANCH, MINNESOTA

LOCATION MAP



PROPERTY LOCATION

NORTH BRANCH ZONING MAP



PROPERTY LOCATION

9/13/2024 11:38:44 AM

PROPOSED INDENDENDENT LIVING SENIOR HOUSING

NORTH BRANCH, MINNESOTA

SEPTEMBER 13, 2024

SUSTAINABLE BUSINESS SOLUTIONS FOR SENIOR LIVING PROVIDERS

www.communitylivingsolutions.com

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9/13/2024 11:43:33 AM



OUTLOT A



**MASTER SITE
PLAN CONCEPT**
1" = 30'-0"

PROPOSED INDENDENDENT LIVING SENIOR HOUSING

NORTH BRANCH, MINNESOTA

SEPTEMBER 13, 2024

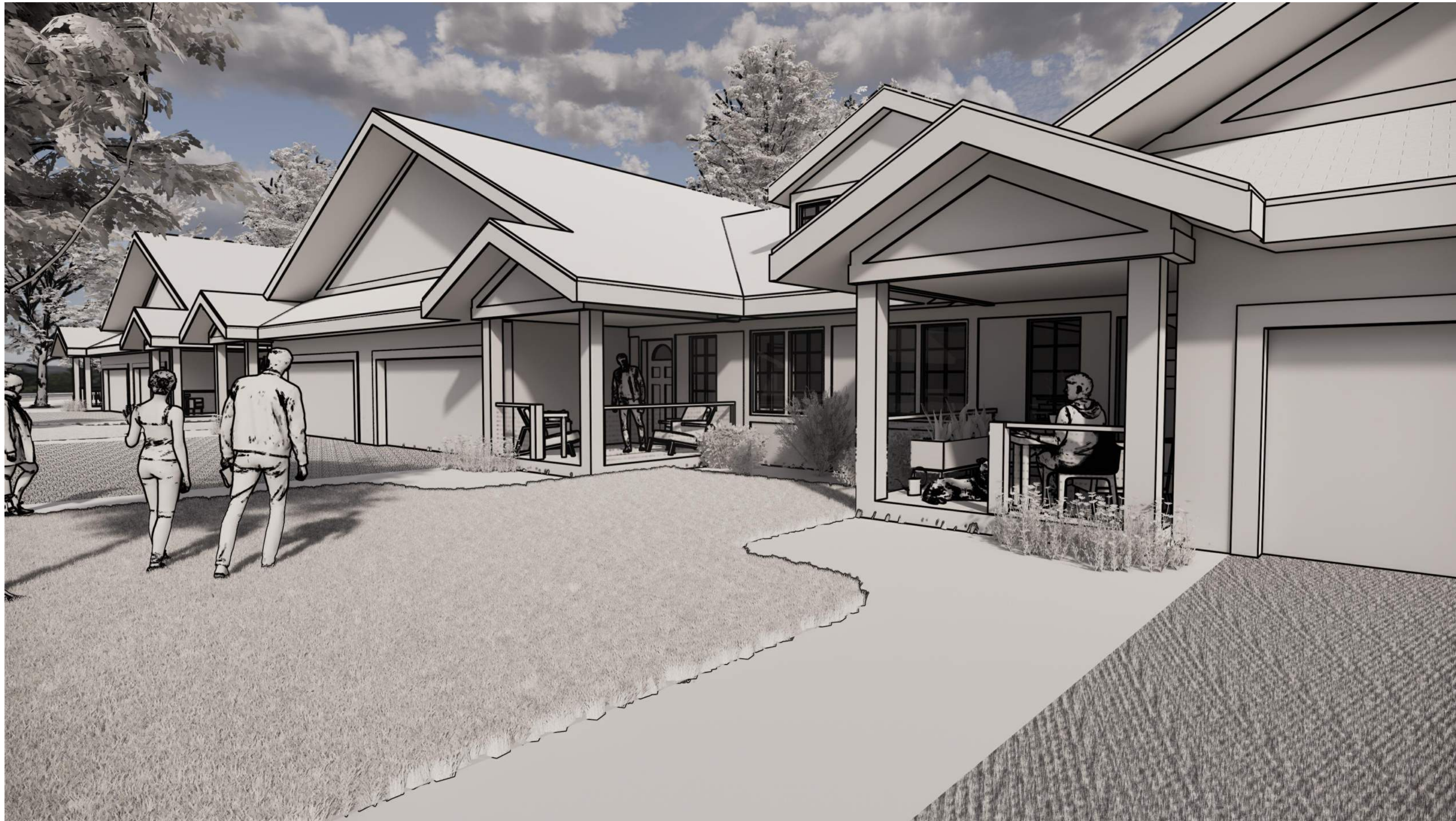
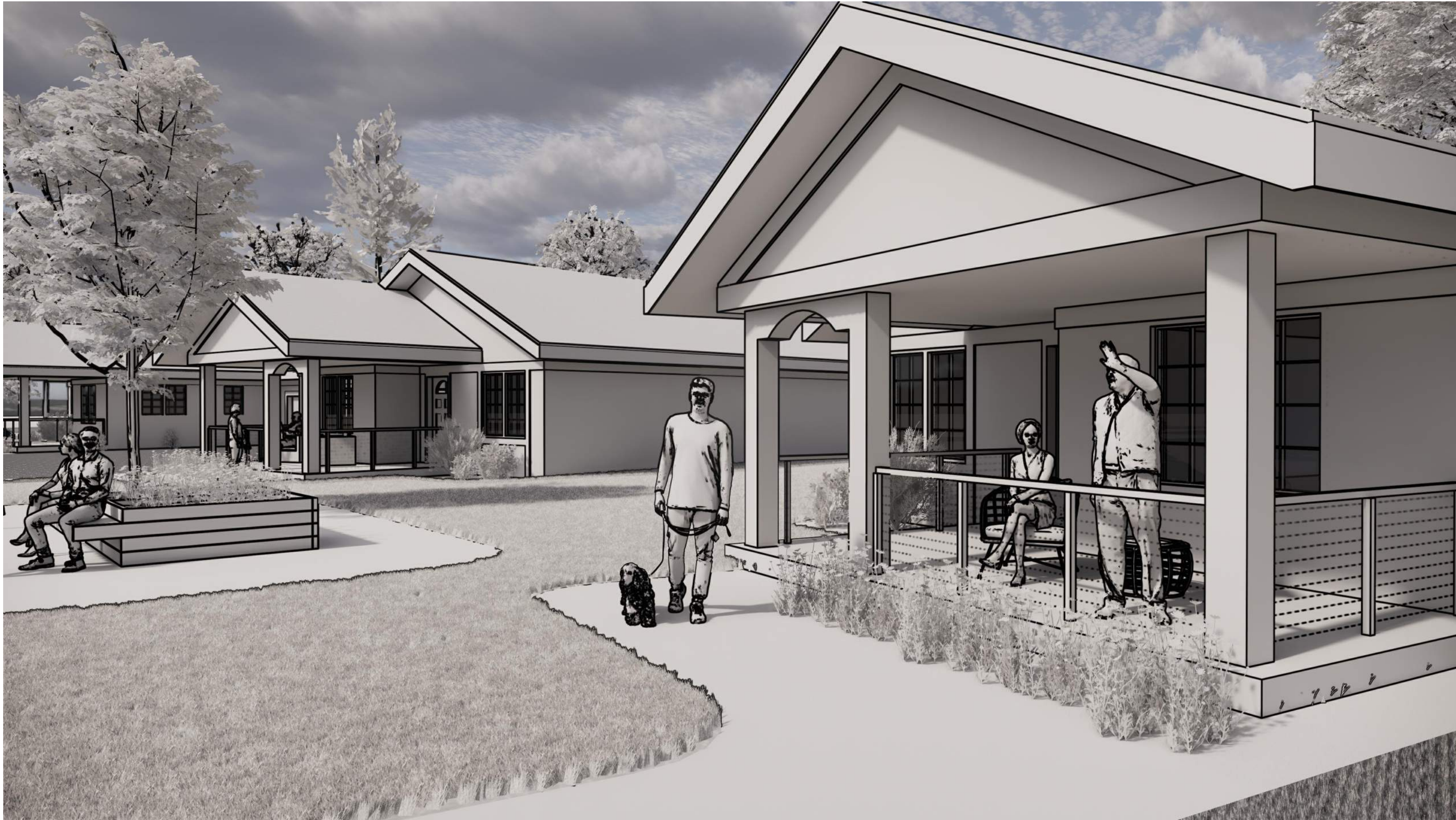
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Minneapolis, MN 55419
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NORTH BRANCH, MINNESOTA

SEPTEMBER 13, 2024

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September 4th, 2024

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

RE: Concept Plan Application

Project Narrative: Independent Senior Living Community

Project Overview:

The proposed project is the development of an Independent Senior Living Community designed to cater to the evolving needs of active seniors. This community will offer a vibrant, supportive environment that promotes independence, well-being, and social engagement for its residents.

Objectives:

1. **Compatibility with Surrounding Land Uses:** This project is an extension of existing residential development on three sides and the direct adjacency to commercial and retail services on the other side will provide these residents convenient access to those services.
2. **Consistency with City Land Use and Zoning:** This Independent Senior Living Community embodies the values most expressed by the City's Comprehensive Plan such as a strong sense of community, a hometown feel and commitment to parks and trails in a community that encourages biking and walking. Our current concept design embodies all those values.
3. **Enhanced Quality of Life:** To provide a high-quality living experience that encourages a healthy and active lifestyle while maintaining privacy and autonomy.
4. **Community Engagement:** To create a socially rich environment where residents can participate in various recreational, educational, and cultural activities.
5. **Accessible Design:** To ensure the community is accessible, safe, and inclusive, accommodating the diverse needs of seniors through thoughtful design and amenities.

Key Features:

1. **Modern Residences:** A range of housing options, including one and two-bedroom apartments, along with single level townhomes, each designed with accessibility and comfort in mind. Units will feature open floor plans, modern kitchens, and safety features such as grab bars and emergency response systems.
2. **Amenities and Services:** On-site amenities will include a fitness center, pickleball courts, arts and crafts studio, library, and community gardens. Residents will have access to concierge services, housekeeping, transportation, and meal options.
3. **Social and Recreational Opportunities:** Programmed events and activities will be offered, including fitness classes, educational seminars and social gatherings. Spaces for group activities and private gatherings will be available to foster a sense of community.
4. **Healthcare and Support:** While the focus is on independent living, the community will provide access to on-site health services, including wellness checks and referrals to external medical professionals as needed.

Design and Sustainability:

The design of the community will prioritize sustainability and environmental stewardship, incorporating energy-efficient systems, eco-friendly materials, and green spaces. The architecture will blend seamlessly with the natural surroundings, creating a serene and pleasant environment for residents.

Impact:

This Independent Senior Living Community aims to enrich the lives of seniors by providing a safe, engaging, and supportive environment. By focusing on independence and community, the project will address the growing demand for quality senior living options and contribute positively to the local area through economic activity and enhanced social engagement.

Conclusion:

The Independent Senior Living Community represents a forward-thinking approach to senior care, combining modern amenities with a commitment to independence and community. It is designed to meet the needs of today's seniors while fostering a vibrant and inclusive environment.



September 4th, 2024

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

RE: Narrative for Comprehensive Plan Amendment Request

Introduction

The request for a Comprehensive Plan Amendment is driven by a strategic vision to enhance the functional utility of the subject property located within Westside Commons. This amendment is essential for aligning the property's future use with the evolving needs of the community and advancing broader development objectives to support the City's Comprehensive Plan. The proposed amendment seeks to reconfigure the land use designation from its current 'Business' designation to 'High Density Residential' in the form of a Planned Unit Development (PUD), reflecting a suitable utilization of the property that aligns with city planning goals along with community needs and aspirations.

Reason for the Comprehensive Plan Amendment

The proposed Comprehensive Plan Amendment aims to update the land use classification to High-Density Residential (PUD), which supports local housing needs and a specific demographic in the form of an independent senior living community. This aligns well with nearby residential properties to the south and southeast of the subject property. This also aligns well with the new 40-Unit assisted living property (Boka Haven) newly developed on an adjacent parcel to the West.

The intended use of the property, as an Independent Senior Living Community, is not only responsive to current market demands but also instrumental in achieving the City's broader goals to support nearby economic development and housing affordability. This change is envisioned to foster a positive impact as a community for seniors as well as an economic hub to align that aligns with the City's vision for sustainable and balanced growth.

Detailed Analysis Justifying the Amendment

1. Consistency with City's Vision and Goals:

- The proposed amendment supports the City's strategic objectives, including [e.g., creating walkable communities, enhancing local economic opportunities, or promoting sustainable development]. The intended use complements the City's vision for [specific area or district], which is currently underserved by the existing land use designation.

2. Compatibility with Surrounding Land Uses:

- The proposed Independent Senior Living Community is compatible with the surrounding land uses, which include residential to the South and Southwest. It also aligns well with the newly developed assisted living facility directly to the East. The new designation will integrate well into the existing fabric of the neighborhood, providing additional housing options and support for nearby retail businesses.

3. Potential Conflicts and Traffic Impacts:

- The proposed use intends to create a public North-South thoroughfare for future circulation as nearby development continues into the future. Speed will be managed through curvature of the streets.
- A traffic impact study has not been conducted to assess the implications of the proposed use on local traffic patterns and infrastructure. General findings indicate that the proposed use will have minimal impact on congestion based on minimal development directly to the North and South of the subject property.
- The development will also incorporate curvature in the public roadways to minimize speed concerns. One-sided and off-street parking has been thoughtfully planned to minimize congestion and enhance safety.

4. Zoning Considerations:

- Should the Comprehensive Plan Amendment be approved, a corresponding change in zoning is requested to facilitate the intended use. The proposed zoning change to Planned Unit Development (PUD) will ensure that land use regulations align with the new designation and development objectives.

Conclusion

The Comprehensive Plan Amendment request is a strategic initiative aimed at better aligning the property's use with the City's growth objectives and community needs. By approving this amendment, the City will enable the development of this Independent Senior Living Community, which promises to address a need for senior housing options, enhanced community amenities, and support economic growth. The proposed use is thoughtfully planned to be consistent with surrounding land uses, effectively managed for potential conflicts and traffic impacts, and supported by necessary zoning adjustments. We respectfully request the City's favorable consideration of this amendment to advance our shared vision for sustainable and vibrant community development.

October 1, 2024 Planning Commission excerpt Westside Commons Public Hearing (draft)

PUBLIC HEARINGS

Public Hearing to Consider a Request for a Comprehensive Plan Amendment and Concept Plan - Westside Commons

Baumgardner provided an overview of the proposed comprehensive plan amendment and concept plan relating to the Westside Commons senior housing. She noted that the comprehensive plan amendment would be to allow the land use to change from Commercial to High Density Residential. She noted that the 386th street would expand west and move south to connect to 385th street, becoming a public street. Furthermore, she added that there is a high demand for senior living housing in North Branch near commercial area.

Cich asked for clarification if apartment buildings and rentals are considered commercial in regard to zoning district. Baumgardner noted that there is some inconsistency in the city code and comprehensive plan, the city code allows for apartments in the commercial district, but the comprehensive plan does not. There was then discussion on the differences between general commercial land use and commercial business zoning district to better explain why the comprehensive plan amendment is needed for this project.

Jennrich asked if the city code overrides the comprehensive plan in regard to land usage. Baumgardner expressed that the comprehensive plan deals with land use and the zoning sets specific regulations for land use. She also stated that an alternative action could be amending the text in the zoning ordinance to allow for apartment, senior living, and other residential uses in commercial district.

Sondrol expressed that the zoning code should be consistent with the comprehensive plan.

Ibinger asked about the vacancy rate of other senior living centers in North Branch and if they are being rented by local North Branch residents. Baumgardner clarified that with senior living centers, any senior could decide to live in one regardless of whether they lived in North Branch prior. Sondrol added that a large number of residents in these centers come from outside the community but have some sort of connection with North Branch. Schafer added that senior living centers in North Branch tend to be full and have changed with time.

Schafer recalls that the previous Community Development Director described land use as overriding zoning. Baumgardner noted that land use and zoning should be compatible with each other.

Jennrich inquired about the frontage acreage to the north and if there is any intention with having it become a big box retailer or just generally keeping it open. Baumgardner responded that it was noted that the West Side Commons may not be impeding that a big box sort of development to come in, however, there isn't any specific plans for it right now.

Ibinger asked if the land north of the concept plan would only be sellable if the landowner would sell it for something such as proposed project. Baumgardner stated that it would depend on use and that the landowner has been marketing the land to big box retailers.

Jennrich opened the public hearing at 7:00 pm.

Jeff Anneke the developer, offered an overview of the Westside Commons, and mentioned that he assisted in the development of Boka Haven.

Meacham inquired if the age range for residents would be 55+ and if this development would utilize any TIF or other type of financing. Fannicky noted that this would be targeted for 55+ and he is not sure if this would require any TIF. He added that he was looking at other properties in North Branch and that currently he is reviewing the purchase agreement.

Jennrich inquired if the Falcon apartments would be affected by this development. Fannicky noted that the Falcon apartments were considered and that it encouraged him that there was a need for additional rental housing.

Schafer noted that he disagrees that seniors would be walking and utilizing commercial such as grocery stores. He also asked if any of this housing would be subsidized. Fannicky responded that it would if TIF was involved and that he is not sure as of right now.

The Public Hearing was opened

Bob Streater, a resident, expressed his concern about the location of the project and supported keeping the entire site commercial. He indicated this was a good location for commercial and didn't want to lose any commercial land in this area. He supported the concept of the project but in a different location. He was disappointed with how the staff presented their recommendation in support of the project. He suggested that the senior housing be located south of Ecumen or east of the Freeway.

He noted he had several questions and statements about the project. He believes this process is an improper spot zoning process and he indicated this is not acceptable. He asked what the timelines were for disseminating this information to the Planning Commission, City Council, and City Staff. And he inquired the planning commission not getting a copy of this report earlier than they did so they could be proper research on the issue.

Jennrich closed public comment. She inquired when the public hearing notices were sent out. Baumgardner stated that they were sent 10 days in advance within 350 feet of subject property and published in the newspaper.

Schafer inquired if this was posted to the City website and stated that he has not been able to access any of the public hearing notices in 2024. Sondrol stated that there is an issue with the software that they utilize and will check into it.

The PC debated the amount of lead time for notifications and asked Fannicky more questions in regard to location of the project.

Schaefer indicated he likes the senior community idea and asked how the design would be staged. Fannicky stated that the project will occur in two phases: first the apartment building with park and amenities followed by building out the remainder of the complex including the townhomes/villas.

Schaefer asked if they should make a motion to table this for further investigation. Cich stated that they should have the North Branch Economic Development Authority study this. Commissioner Meachum stated this will add to the tax base and let's approve this.

Jennrich stated that this land has been vacant for 20 years. Falcon apartments are across the street. Boka Haven is in the neighborhood; and the city can't keep hoping that a big box store is going to come here. Big box stores have settled in other locations surrounding communities – that ship has sailed. North Branch needs to take an active approach to development and develop differently given the communities surrounding the city.

Shaefer expressed that the concept is fantastic, but he can't vote for the Comp. Plan amendment.

Ibinger makes a motion to table to allow the applicant to review other land locations for the project that aren't commercial.

Cich stated he wants other eyes on this plan and wants some other opinions, like members of the EDA. He thinks that could occur if the project is tabled. Cich seconds the motion.

Meachum reviews different projects within the community and surrounding areas and the tax base that they may bring to the community. I will be voting no on the motion.

Jennrich reviews her thoughts on the project. The site has been vacant for 20 years. North Branch wants commercial but the time has passed for big box development on this site.

Baumgardner expressed that an EDA meeting would occur before the next CC. Staff could present this to EDA for review and comment for the next CC meeting. Fannicky stated that we can table this until the next Planning Meeting.

Meachum stated that if they were going to table this – we need concrete items for Fannicky to work on so that they are not just kicking the can down the road.

There was general confusion about which motions were still “open.” Jennrich stated there was a motion to table.

Ibinger motion to investigate more land that is appropriate for this project. No second for the motion

Shaefer moves to recommend to the City Council denial of the comprehensive plan amendment. Ibinger second on the motion. Ibinger withdraws the motion to deny.

Meachum expressed concerned about denial now after spending time talking about tabling the item. Jennrich and Meachum say that outright denying the application would set a bad precedent and sour relationships with developers.

Jennrich motion to recommend to City Council approve the comprehensive plan amendment with condition that applicant meets with the EDA for comment and that the Council consider the Commission and EDA comments in their deliberations. Cich seconds.

On a role call vote 3 ayes Meachem, Jennerich, Cich and 2 nays, Ibinger, Shaefer. Motion carries.

10/15/24

Westside Commons Senior Housing

Sondrol provided an overview of the proposed Westside Commons Senior Housing concept plan and comprehensive plan amendment request. He noted that the request was to amend southern 12 acres of the subject parcel comp plan designation from Business to High Density Residential. He added that the current zoning permitted senior housing, however the comprehensive plan was silent on this and that approximately 16 acres would remain on the parcel that is zoned Commercial.

He noted that the Planning Commission recommended approval of the request on a 3-2 vote and part of the recommendation was to obtain EDA input on the economic impact of removing the 12 acres from the commercial zoning and land use. He added that there were comments received during the public comment period of support for the concept plan but with concerns of the location and impact to commercial development.

Paul expressed gratitude for interest in the community and noted that she liked the concept plan and felt that there is a need for senior housing and that there are tradeoffs that needed to be considered at this site.

Schaps inquired as to what could be constructed on 16 acres. Sondrol noted that a target site is typically 10 acres with Walmart sites up to 18 acres. He noted that the commercial sites are becoming smaller with the impacts of covid and online shopping. Woulfe noted that shipping direct to home and having smaller footprints is more cost effective business model and that she felt the large scale site development is changing.

Woulfe noted that the developers were available f

Scheiber noted that the developer spoke at the public comment but the property owners were not able to attend the public hearing but were in attendance and available for comment and input about the site.

Steve Mork, co-owner of the property, noted that they have owned the property for over 5 years and have been exploring partners to develop the site over that time including grocers, restaurants, etc. He noted that the larger grocers have indicated that the city would need a population of over 15,000 prior exploring North Branch as a site option. He noted that North Branch meets minimum requirements however, they have had significant demand and are going to larger population centers. He noted that restaurants are typically are 1 restaurant per 1,000 population and the community is currently in line with those numbers. He noted that the day time population also affects businesses from locating at the site.

Paul inquired if there were incentives or barriers that have been brought up during discussions with potential businesses. Mork noted that the conversations have not made to that point.

Jeff Anneke, site developer, noted that he worked with the development of the Boka Haven site adjacent to the east of the proposed site and during that time it became clear that this is the desired site for an Independent Senior Living Facility in North Branch. He added that the desire and ability for

seniors to be able to remain in their and receive health care and not have to go into senior facilities has significantly increased over the past several years. He noted that independent and senior living facilities used to be placed on the outskirts of communities but this trend has changed to be located closer to existing amenities such as shopping, dining, etc. and allow for active living. He felt that this project will act as a catalyst and increase the desirability of the north 16 acres of commercial property that is located along the highway.

Schaps felt that this project could have been brought forward at the same time as the Boka Haven project for a more comprehensive review of the site. Anneke noted that the independent senior living was not planned at the time of the Boka development but came along based on discussion and inquires for this type of facility. Schaps felt that this concept provides an opportunity to take a look at the whole site.

Saunders felt that this in concept is a great use of the property and acts as a good transition from the residential in the south to the commercial in the north. He noted that this add roofs, roofs bring business, and these are highly desirable roofs. He felt that this facility would be very desirable for businesses adjacent to it and was in support of this.

LaGrange felt that having roofs is one thing and that affordability is another and inquired if this had been factored in. Anneke noted that they have discussed market rate and affordable rate units but have not made any decisions at this point as they are looking at obtaining comp plan, zoning and site plan approval at this point. He noted that they are open to discussion on the rates. He noted that they have good demand data, and a rent analysis would be conducted with a city council approval of the proposed comp plan amendment.

Paul noted that with a council approval of a comp plan it would be likely that this project would come back to the EDA for further consideration and that if the commercial zoning is shifted there are tradeoffs. She felt that the EDA needs to discuss ways to explore to support commercial development. She also felt that there will be additional demand for this type of housing and that there should be exploration of additional locations. Scheiber noted that during the public hearing at the planning commission there were concerns raised of the removal of the south 12 acres from the commercial zoning district. He asked the EDA if they felt that based on the current vacant commercial that the city has if this would be a problem to remove this, or if this would help spur commercial development in the area and does the city have enough prime commercial land. He noted that this is a tradeoff and is it a reasonable one.

Johnson felt that this would be a very good use of the property and that it would tie in very with developing around the area.

Anneke noted that there is over 200 acres of commercial land available in the community for development. He felt that this project is filling a documented need and fits in well with the area. He added that this will bring in residents that are connected to the community as well as possibly free up existing housing inventory in the community for those seniors that may be relocating.

LaGrange noted that in the Kansas City area Walmart has shifted to smaller sites. Anneke noted that commercial continues to evolve.

Mork noted that North Branch is the only community in 20 miles that does not have market rate senior housing. He added that when he worked at Ecumen 50% of residents had ties to the community. He noted that seniors tend to shop and eat locally and have low burden on schools and services. He also noted that they support churches and other non-profits. He added that when executives are looking at industrial parks, they look to see if there is senior housing in the community. He noted that parents typically follow their children. He noted that there are several economic benefits of seniors in the community. He felt that there is enough existing commercial land in the community and that big box stores would be looking to locate along the interstate or roadway.

Woulfe noted that the item was listed as an action item and that an official action needs to be taken but they could make an advisory motion to the council if they are supportive or not of the concept.

Paul expressed that she is excited about the project, but there are known tradeoffs and was looking for comments from the other members.

Schaps noted that they are being asked to review the comp plan, but questioned whether they could look at larger view of the comp plan as the zoning and comp plan are not in alignment. He inquired if there were other areas of the comp plan that need to be reviewed. Sondrol noted that are other areas of zoning that are not in sync or that should be reviewed and that the plan was 6 years old. Schaps noted that plans should be reviewed every 5 years. Sondrol strongly recommended that the city and EDA look into an update of the comprehensive plan.

Paul summarized Schaps would like a broader view, Saunders was more site specific. Schaps inquired if both could be done.

Paul noted that commission is enthusiastic for senior housing in North Branch and inquired if there is anything the commission would like to bring forward to the council.

Woulfe suggested the following the consensus of the EDA is to inform the city council that there was thorough discussion on the project overall and are very supportive of the senior housing concept, and that they understand the challenges of developing the parcel as is does not fully abut highway 95. We understand that one of the tradeoffs helps the subject parcel by bringing the utilities in/across the parcel and making it more attractive for commercial development and upon the review of the facts of overall landuses that there is sufficient overall commercial acreage available to accommodate future commercial growth.

Paul felt that the project would come back to the EDA if the comp plan amendment were approve and that a discussion TIF would be a separate discussion. Anneke noted that they do not know at this point if they would be exploring TIF. He felt that at this point they were looking for support for the project and the location of the project.

Woulfe noted that her recommended motion was void of any TIF discussion or anything else development related but focused on the comp plan amendment and other benefits to the north portion of the commercial property and the rooftops that it brings.

LaGrange wanted to know what the EDA is being supportive of what are we being asked questions about and they would be able to move forward from that.

Motion by Paul, the EDA has robust support for the active living senior living concept and that there are tradeoffs with the commercial site and they do not have all the answers to that, and that they are supportive of active senior living. Seconded by LaGrange.

Scheiber noted that he agreed with Councilmember Schaps that the city needs to conduct a broad comprehensive plan review. He felt that this is a great location for this project and the city is not trading off too much and that the city has to have the mindset to make things difficult for developers that come to community.

Paul noted that the EDA wants this project in North Branch.

Mork felt that this project was brought to the EDA to address the question if there is enough commercial land in North Branch as they know more about economic development than anyone else. He noted that there is 200 acres and questioned if sacrificing 10 acres is too much. He noted in his experience in commercial development, that is not the case. He noted that he has lived here his whole life and is trying working to with the community. He noted that if this project does not move forward that there are other communities that want this project. He felt that this would help accelerate the commercial land at the site.

Overall there was support for the project from the EDA. Motion carried. All vote AYE. 5-0



Nathan Sondrol <nathans@ci.north-branch.mn.us>

Westside Commons Development Planning

1 message

Steve Mork <steve.mork@gmail.com>

Tue, Oct 1, 2024 at 1:22 PM

To: Nathan Sondrol - Work Cell <nathans@ci.north-branch.mn.us>

Cc: Steve VandenHeuvel <stevev9999@gmail.com>

Dear Nate,

Thank you for our conversation today. Unfortunately, we will not be able to attend the meeting this evening. We appreciate the opportunity to present the rationale for why the proposed Senior Housing development would be a beneficial opportunity for both North Branch and this site.

- This site has remained undeveloped for decades; however, following two recent sales and the infrastructure initiatives we implemented, it is now gaining attention.
- Notably, commercial retail businesses throughout North Branch have been established with high visibility along Highway 95 and I-35. No commercial development is happening in areas that do not provide this important market and site benefit.
- Given this trend and our five years of experience marketing this property, attracting commercial retail businesses to the southern side of Westside Commons presents significant challenges. In contrast, the proposed market-rate Senior Housing development aligns well with the new assisted living facility at Boka Haven.
- Developing the southern portion of the property will facilitate the phased introduction of city services and thereby ready the northern section for future commercial retail opportunities. Without these infrastructure improvements, future commercial development will further delayed as associated site planning and development work is conducted.
- From a housing perspective, this Senior Housing development addresses the needs identified in the recently completed North Branch Housing Market Study.

Thank you to you and our city leaders for your consideration.

Regards,

Steve Mork and Steve VandenHeuvel

I am here to speak against the proposed Comp plan amendment.

I am however, for a market rate senior facility in a different location.

Some location examples might be;

1. Just south of the proposed location or
2. South of Ecumen or
3. East of the freeway north of 377th across from the library.

Putting R-3 along west side of Co 30, south of Nelson Meadows, South of Co ditch 7, down to the future 377th entrance, could make allot zoning sense. This is like what was suggested in March, but then CC members there said that was not possible.

Any support I might have for a subsidized senior facility would be dependent on the type of subsidy provided, whether it is a direct rental subsidy which could easily evolve into supporting other needs and age groups forced on us by gov't vs a project cost reduction subsidy to an owner operator which has a better chance then, of remaining a senior facility and living up to it's original promises to this community as a project. I have some experience with these variables.

What I am suggesting coincides with the consensus of the March 2024 Housing study community meeting input, the input when summarized did;

1. Support Senior Apartments
2. Want the community to move very slowly on new subsidized projects for now.
3. Want NB to stop using commercially viable and zoned properties for housing
4. All agree there was an immediate need for location planning for apartments and that the housing study, study the impact of apartments on the schools

My guess is none of that was addressed in the conclusion of the housing study or your packet tonight, because we now have a senior project in conflict with land use location issues, which points directly back to a lack of follow through from the March solicited community input. Imagine that.

I have challenge questions for you all to consider as a part of your decision making process tonight, as a result of this proposed change.

My belief in how this all has come forward and is structured for action tonight is an improper spot zoning process and that process needs changing on an ethical, an involvement and for good governance process reasons.

In terms of involving others and giving people time to weigh in on their own self governing interests, It would be interesting to find out when or did the following;

1. When did city hall realize this comp plan change was going to Planning Com?
2. When did the PI Com 1st get knowledge of this proposed Comp Plan change?
3. When were any CC members notified of this major change proposal?
4. Has the EDA reviewed this? One could guess the EDA should be interested.
5. Has the Chamber been notified? Same thought applies there.
6. Curious whether any of the Housing study community input ever had a further formal public discussion, outside of the CC study presentation meeting.
Were there more community discussions I missed?
7. Did this process tonight ever consider just an initial presentation to PI Com, with a month or time delay built in so that PI com could really think about this and ask their neighbors about their opinion or even delayed to give a chance for concerned community members to hear about and react further to it before action is taken?

I realize that Staff by city processes are required to react to private sector requests and bring them forward, but I would condemn a process that keeps this level of city policy decision away from the public until the last couple days before action is expected. Our greater NB population needs to hear about major changes much earlier in decision processes and then think about it and then react to it.

The only concept, thing or vision your planning commission decisions are owed to, is the thoughtful properly balanced future of NB. Land use errors, if they are to happen, should default on the side of the community, not the developer.

There are other points that can be discussed and even twisted to influence a change in the comp plan for putting this housing here. I believed the other two approvals were also wrong and I thought we were done with this hemorrhaging.

We could discuss, you need more housing to get more commercial, ok but build it someplace else, walkability (in rural MN), the change in in-person shopping habits pandemic altered for now, economic cycles, all these conditions come and go.

I understand by our current land use plans, some people may feel we have enough commercial property, certainly land that is freeway visible property.

But I believe this location has much merit and in my opinion more functional access merit than those freeway visible locations. This area would make a great arc laid out commercial development accessed by 386th, highly visible from H95.

This is key located commercial land, once developed it's gone. Irreversible.

Thanks for listening to my comments.



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 10/28/2024

Board & Commission: City Council

Subject: Resolution 105-2024 Certifying Funds for North Branch Fire Relief Association in 2025

Council is asked to consider the request from the Fire Relief Association to set their pension at \$5,300 per year of active service, effective 1/1/2025, pending official Fire Relief Association Board approval and amended bylaws. The pension for 2024 fiscal year was set at \$5,000.

This change is not anticipated to create any required contribution from the City of North Branch.

Here is a brief overview from the Fire Department on how the pension works from Chad Van Dyke, 25 year member of the North Branch Fire Department and Treasurer of the Relief Association.

I want to spend a few minutes refreshing the council on how the North Branch Fire Department retirement works.

A member of the fire department becomes partially vested - 60% - after 10 years of service. Each year the vesting increases 4% until 20 years of service at which point the member is considered fully vested.

A member may retire any time after they are partially or fully vested, but they cannot collect their retirement until they are at least the age of 50.

If a member resigns before 10 years of service, they do not receive any pension.

The North Branch Fire Department Relief Association is a 100% self funded retirement fund. We have two separate investment accounts, one with the state of Minnesota, and a second with a third party based in Minneapolis. We do not receive any funds directly from the city of North Branch, either required funds or non-required funds.

Non required funds are funds that the city could budget as an annual contribution to our retirement.

Required funds from the city only occur if determined by our annual audit. If there is a significant deficiency between our assets and our accrued liability, there could be a required contribution. This amount would vary depending on what the deficiency is.

Although the city does not directly contribute to our retirement, we are required to get council approval for a benefit increase.

We are requesting a \$300/year benefit increase from \$5,000 to \$5,300 per year of service effective January 1st 2025.

Voting Requirements:

Voting Options Simple Majority

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-105-2024

Resolution 105-2024 Certifying funds for North Branch Fire Relief Association in 2025

WHEREAS, the North Branch Fire Relief Association has requested that their rate for pension be set at \$5,300.00 per year of active service.

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

That the pension level, as of 1/1/2025, be set at \$5,300.00 per year of active service, pending official Fire Relief Association board approval and amended bylaws.



Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 11/04/2024

Board & Commission: City Council

Subject: Resolution to Accept Accounting Services Proposal

Accounting Services have been proposed by Abdo to help with the Cash Reconciliation issues that resulted in a finding during the 2023 audit that was performed by CliftonLarsonAllen. There are several factors that have led to this proposal.

1. Employee turnover
2. Establish procedures for Cash Reconciliations
3. Improvements have been made to past practices, but resolution on some old items is needed.

The cost of this proposal is \$35,000-\$45,000, but could end up decreasing the extra costs related to audit fees. The fees related to the 2023 audit were over \$95k. This includes the extra fees for the merger of the utilities with the City of North Branch. The City had budgeted \$43k and the Utilities had budgeted \$45k for a total of \$88k.

Voting Requirements:

Voting Options Simple Majority



SERVICE PROPOSAL FOR

City of North Branch

6408 Elm Street, North Branch, Minnesota 55056

October 25, 2024

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ

Abdo
Financial
Solutions

Proposed by

Jean McGann, CPA

Partner | Abdo

President | Abdo Financial Solutions

jean.mcgann@abdots.com

P 952.715.3059

Linda Woulfe, City Administrator
City of North Branch
6408 Elm Street
North Branch, Minnesota 55056

October 25, 2024

Dear Linda,

Thank you for the opportunity to submit this proposal to the City of North Branch, Minnesota, (the City), for accounting services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions, LLC (Abdo FS), will provide the City with excellent financial services.

This proposal outlines the scope of services we believe will address the needs of the City. We appreciate the opportunity to have met with you to discuss how we can best service the City. The following are a few ways in which our Financial Solutions team can provide support:

- You indicated that timely and accurate bank reconciliations are a high priority for management and council; within our first ninety days of service, our team will work to identify discrepancies between the accounting records and the bank's records. We will provide a report on the adjusting entries required and explain our findings. We will also provide recommendations on monthly procedures to detect errors and maintain accurate financial records going forward.

The term of this contract shall be from November 13, 2024 through March 31, 2025.

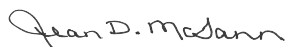
An Abdo FS representative will perform services remotely as noted in the Scope of Services page.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days. Please note that Abdo FS is independent of the City as defined by auditing standards generally accepted in the United States of America.

Abdo FS acknowledges the City has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client. Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and developing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions



Jean McGann, CPA

Partner | Abdo

President | Abdo Financial Solutions, LLC



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work. We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

Our process is built around a deep commitment to every client:

*We light the path forward so you can proceed with **confidence**.*

*We're the **partner** you can trust to help you along the way.*

*We're the **catalyst** who empowers you to reach your goals.*



Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.

Upon engaging with Abdo Financial Solutions, your core service team will be assigned. You will be provided a primary and secondary point of contact. We pride ourselves on a team approach to service delivery. This means that from time to time, individuals shown below may be called upon to support your contract. This helps to ensure that we are delivering the highest level of service, and you can rest assured that we have cross training in place. Our goal is consistent, quality service for your city.



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Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing. Out of our 250-strong, talented staff, over 60 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA and MNGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Value

We at Abdo FS help cities achieve their financial goals.

Our fees range from \$190 - \$510 per hour based upon the experience and level of the individuals to be assigned to perform your work. Fees are also based on the assumption and limitations outlined in the Scope of Services. Below are the fees for our services.

STAFF LEVEL	HOURLY RATES *
Partner	\$510
Senior Manager	\$370
Manager	\$310
Senior Associate	\$240 - \$255
Associate/Accounting Specialist	\$190 - \$215

*** Hourly rates are subject to change on September 1st each year**

We understand there is a large variance in our proposed rates. However, we'd like to assure you our top priority is delivering the highest value at the most economical cost to you. Our experienced project management team is committed to judiciously allocating tasks and resources to ensure the majority of the work will be executed at the lowest available rate, without compromising on the quality of the deliverables. We believe that with this approach, we can achieve a balance between cost-efficiency and excellence in execution.

The proposal is based on hourly rates to achieve the requested results. We anticipate the investment could range from \$35,000 - \$45,000.

This quote is valid for thirty (30) days.

Hourly fees will be invoiced monthly throughout the contract.

If we encounter unexpected challenges that requires additional time, we will communicate in advance and provide an estimate of additional time needed.

Scope of Services

ABDO FS CONTRACT TASK	NORTH BRANCH RESPONSIBILITY
Review cash and investment reconciliations information completed	Provide bank statements, general ledger detail, support for transactions, read-only access to accounting software, answer follow up questions
Reconcile cash and investments from 2023 to current	Review and approve
Identify discrepancies and provide adjusting entries	Review and approve
Recommend process to detect errors going forward	Review and provide input

Technology



We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting and consulting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote financial accounting and consulting services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your city may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

IT ALSO MEANS:



All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.



All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.



All data is backed up continually which means we always have an extra copy for safe-keeping.



All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.

What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their financial accounting and consulting services. Additional references are available upon request.



CITY OF CRYSTAL, MN

Kim Therres
Assistant City Manager
P 763.531.1132

SERVICES PROVIDED

Long-term Plan
Outsourced Finance Director
Process Evaluation (ProEval)
Utility Rate Study
Budgeting
Audit Preparation
Utility Billing
Payroll Processing

CITY OF NEW HOPE, MN

Valerie Leone
City Clerk / Treasurer
P 763.531.5117

SERVICES PROVIDED

Outsourced Finance Director
Audit Preparation
Long-term Plan
Budgeting

CITY OF HUXLEY, IA

David Haugland
City Administrator
P 515.597.2561

SERVICES PROVIDED

Bank and Investment Reconciliation

CITY OF

CORALVILLE, IA

Kelly Hayworth
City Administrator
P 319.248.1700

SERVICES PROVIDED

Bank and Investment Reconciliation

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

ABDO FINANCIAL SOLUTIONS INTERIM ACCOUNTING SERVICES

With a staff of experienced professionals, we develop and implement creative solutions for entities of all shapes and sizes. We rely on a proven process to provide your city with the very best quality and value in financial management solutions. Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- Finance Director outsourcing

HR & PAYROLL SERVICES

We help employers better support their most valuable resource...their people. Having clear and consistent HR practices that best suit the individuality of your city is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

ACCOUNTING & FINANCIAL SERVICES OUTSOURCING

With a staff of experienced professionals, we develop and implement creative solutions for cities of all shapes and sizes. We rely on a proven process to provide your city with the very best quality and value in financial management solutions.

Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- CFO/Finance Director outsourcing

FINANCIAL REPORTING STANDARDS CHANGES

We live in a world of constantly changing rules and standards when it comes to accounting and financial statement reporting. From one-on-one consulting to training for your entire financial team, we can help.

- Training on upcoming and current changes
- Lease contract analysis
- Revenue recognition standards

FINANCIAL MANAGEMENT

As a provider of financial management services for local governments and nonprofit agencies, Abdo Financial Solutions has helped hundreds of municipalities throughout Minnesota operate more efficiently.

Are you stretched too thin to focus on the long-term plan? We partner with you to develop strategies and improve existing processes. We draw upon our specialized expertise and technical know-how to deliver creative - and customized - solutions for operating within a tough economic climate. We evaluate your finance department's processes and procedures and identify areas to improve upon while uncovering potential cost-savings.

We partner with you to enhance your city's outcomes and make certain you have the financial information you need to make data-driven decisions. Our financial management and consulting services include:

- Budget Development
- Capital Improvement Planning
- Cash Flow Analysis
- Cost Containment Processes
- Debt Management Planning and Analysis
- ERP System Consulting
- Financial Management Plans
- Financial Reporting and Analysis
- Fleet: Operations and Replacement Rate Development and Analysis
- Interim Accounting and Financial Services
- Internal Control Evaluation
- Long-term Strategic Planning
- Payroll Processing
- Policy Development
- Process Flow Evaluation
- Project Management
- Quarterly and Monthly Reporting to Management
- Reconciliations
- Software Implementation
- Utility Rate Study
- Year-end Audit Preparation and Financial Statement Preparation



An ongoing quest to be better, together

OUR COMMITMENT TO DIVERSITY, EQUITY, & INCLUSION

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



61%

of our employees
are female



51%

of our
management level
employees are
female



23%

of our interns this
year were people
of color

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of the AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.

CEO **ACT!ON** FOR
DIVERSITY & INCLUSION

YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.

Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For over 60 years, Abdo has provided insights for our clients to help them achieve their goals.

That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 200 professionals and over six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota, and Scottsdale, AZ. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.

"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

-- **Steve McDonald, CPA** | *Managing Partner*



Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on October 25, 2024 by and between the City of North Branch, Minnesota (hereinafter referred to as the "Client"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the Client is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the Client during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until March 31, 2025 unless earlier terminated as provided in Sections 2 and 3.

Section 2 Client's Termination Rights: The Client may terminate this Agreement upon sixty (60) days written notice in the event the Client determines in its sole discretion that it is not in the Client's best interest to continue using Contractor's services. The Client may terminate on ten (10) days written notice if the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to Client in the event Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the Client's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the Client from any claim, liability, damage or loss asserted against the Client as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

ARTICLE IV - CONTINUED

GENERAL (CONTINUED)

Section 5 Entire Agreement: This Agreement is the entire agreement between the Client and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate financial recommendations and information that allows the Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated on the Value page of this proposal. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

Section 9 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 10 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Section 11 Municipal Advisor: Abdo FS acknowledges the Client may/has retained an independent registered municipal advisor (IRMA) to assist and advise the Client in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the Client will rely on advice from their IRMA. Abdo FS will have no recourse against the Client or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.



Appendix B

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of North Branch

6408 Elm Street

North Branch, Minnesota 55056



SIGNATURE

Linda Woulfe

Abdo Financial Solutions, LLC

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436

A handwritten signature in black ink that reads "Jean D. McGann".

Jean McGann, CPA

Partner | Abdo

President | Abdo Financial Solutions



Appendix C

TEAM BIOS



Jean McGann

CPA

President | Abdo Financial Solutions

Partner | Abdo

jean.mcgann@abdofs.com

P 952.715.3059

Jean is a seasoned professional with over 30 years of experience in government finance and auditing. Since joining the team in 2013, she has been instrumental in designing unique solutions that enhance efficiency and reduce costs. Her wealth of experience has equipped her with invaluable skills in coaching and mentoring, accounting and financial management, process evaluations, and long-term planning. Jean's acumen extends beyond finance and auditing; she is adept at identifying and implementing cost containment processes, policy development, and internal control evaluation.

EDUCATION

- Bachelor of Arts, Buena Vista University- Storm Lake, Iowa
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota and Arizona Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Government Finance Officers Association of the United States and Canada
- Minnesota and Arizona Government Finance Officers Association
- Minnesota Clerks & Finance Officers Association

AFFILIATIONS

- Finance and Audit Committee Member for Project for Pride in Living
- Arizona Women Leading Government Member
- Arizona Government Finance Officers Education Committee
- Circle the Lake Volunteer

QUALIFICATIONS

- Expertise in managing financial operations, ensuring compliance, and optimizing financial performance
- Skilled in evaluating processes and implementing improvements to enhance efficiency and effectiveness
- Experienced in developing and implementing ERP systems tailored to organizational needs
- Adept at strategic planning, forecasting, and preparing for future financial challenges and opportunities
- Proficient in conducting detailed studies to manage utility rates and organizational debt
- Proven ability to identify cost-saving opportunities and streamline processes for better performance
- Experienced in developing policies and evaluating internal controls to ensure robust governance
- Strong project management skills, ensuring projects are completed on time, within scope, and on budget
- Delivered presentations for the League of MN Cities, MN Clerk and Finance Officer Association, and Arizona



Jodi Bursheim

Senior Manager | Abdo Financial Solutions

jodi.bursheim@abdofs.com

P 952.715.3064

Jodi joined the Firm as a Senior Manager in the Financial Solutions department in 2021. Prior to joining Abdo, Jodi spent fourteen years as Finance Manager of the City of Plymouth and seven years as Assistant Finance Director at the City of St. Louis Park. She has a wealth of knowledge and experience in all aspects of governmental finance, including, but not limited to: budgeting, financial reviews, monthly and annual reporting, cash flow projects, evaluation and development of internal controls, and development of financial studies such as debt studies, financial analysis and capital projects.

EDUCATION

- Augsburg College
- Anoka Technical College
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota Government Finance Officers Association

QUALIFICATIONS

- 21 years of experience working in governmental accounting for Minnesota municipalities and 10+ years experience in finance
- Experience in budgeting & budgetary control, financial reviews, cash flow projections, cost analysis, monthly and annual reporting, evaluating and developing internal controls
- Experience in development of long-range planning tools, including 10-year financial forecasts and 10-year capital improvement plans
- Experience in preparation of financial studies including debt studies, utility analysis, and capital projects
- Experience managing utility billing systems, assisting in system conversions (utility billing, fixed asset and financial systems), as well as implementation of a fully integrated accounting system
- Strong leadership skills having managed finance teams/departments, participation in leadership meetings, and preparation of Council reports and attendance at City Council meetings
- Process improvement and development to strengthen internal controls
- Experience with Quicken, JDE, Hubble, and Tyler (New World systems) financial software, Engagement, and extensive experience with Microsoft Office technology



Maari Berg

Manager | Abdo Financial Solutions
maari.berg@abdofs.com
P 952.715.3017

Maari joined the Firm in 2021 as a Manager in the Financial Solutions department. Prior to joining Abdo FS, she spent nine years working for the City of Plymouth in Consulting and Accounting Supervisor roles. In these roles, Maari was involved in most facets of the day-to-day operations of governmental finance and had a strong focus on process improvements. Maari's experience also includes over two years as a governmental auditor and five years in private industry.

EDUCATION

- Bachelor of Arts in Accounting, Concordia College - Moorhead
- Certified Public Accountant (inactive)
- Continuing professional education

QUALIFICATIONS

- Over ten years experience working with local governments and five years experience in the private sector
- Experience in a variety of roles within local government, including, but not limited to: monthly and annual reporting, audit preparation, budget development, transit reporting, training and supervising staff, utility billing, payroll, and grant accounting and reporting
- Project management experience in leading a budget and capital improvement plan software implementation
- Experience in analyzing processes and providing recommendations to increase the efficiency, accuracy, and transparency
- Experience in policy and procedures development
- Proficient in Tyler Technologies New World Systems and Questica Budget software systems



Kelli Truver

PHD

Manager | Abdo Financial Solutions
kelli.truver@abdofs.com
P 952.395.9534

Kelli joined the Abdo Financial Solutions team in 2022. Kelli has extensive experience in managing nonprofits and small communities. Prior to joining the Abdo team, Kelli worked in various municipal roles, serving as the City Administrator and Auditor for Cavalier, North Dakota, as well as the Interim City Administrator and Auditor for Pembina, North Dakota. Kelli has a variety of skills spanning across numerous organizations, including, but not limited to: strategic planning, project management, risk management, budgeting and finance, data analysis, policy analysis, and tourism development.

EDUCATION

- Associate's Degree in Mathematics & Spanish, Mohave Community College
- Bachelor of Science in Accounting, Kaplan University
- Master in Business Administration in Public Administration & Global Management, Ashford University
- PhD in Public Administration, Northcentral University
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Certified City Auditor, Municipal Finance Officers Association

QUALIFICATIONS

- Works extensively with Banyon, Tyler Technologies, and QuickBooks Online software
- Experience in bank reconciliations, payroll processing, AP/AR, budgeting, and utility billing
- Experience in software implementation, process evaluations and comprehensive evaluations of client processes to implement efficiencies
- Experience in analyzing processes and providing recommendations to increase efficiency, accuracy, and transparency, as well as policy and procedure development
- Experience overseeing the operations of local municipalities and providing education to City Council members
- Has been involved in many speaking panels covering various topics for the North Dakota League of Cities, North Dakota Travel Industry Conference, Missouri River Energy Services, and the American Society of Public Administration
- Experience with Microsoft Office Suite and XCM Task Management



Rachael Gosselin

Manager | Abdo Financial Solutions
rachael.gosselin@abdofs.com
P 952.835.9090

Rachael joined the Abdo Financial Solutions team in 2024. She joins the team with over 16 years of accounting experience, specializing in local government roles. Prior to joining the Firm, she served in various finance roles, such as Finance Director, Finance Officer, and Senior Accountant for cities in New Hampshire and Florida. Most recently, she served as Finance Director for the City of Port Richey, Florida. In this role, she was responsible for overseeing the financials for a \$21 million dollar budget, analyze budget and financial data, preparation of reports, managing the annual audit, supervision of a Finance Clerk position, and developed long-range capital improvement plans.

EDUCATION

- Bachelor of Science in Finance, Southern New Hampshire University
 - *Minor in Economics*
- Master of Science in Accounting, Southern New Hampshire University
- Continuing professional education

AFFILIATIONS

- Junior League of Clearwater-Dunedin, Fund Development Active Member

QUALIFICATIONS

- Experience in software systems such as Infor Lawson, Black Mountain, Accufund and Tyler Technologies
- Experience in financial management for local governments, including providing and implementing recommendations to streamline processes, utilize technologies and update policies
- Experience in budget preparation and management
- Experience managing annual audits, including compilation of the Annual Comprehensive Financial Report
- Experience in long-range capital improvement plans, month and year-end close, financial and cost analysis, fixed assets, journal entries, and reconciliations
- Experience in overseeing staff in finance roles, which assisted in AP, AR, payroll, purchasing and fixed assets



Amber Chrudimsky

Senior Associate | Abdo Financial Solutions

amber.chrudimsky@abdofs.com

P 952.715.3021

Amber joined the Firm's Financial Solutions department in 2021. Prior to joining Abdo FS, Amber spent seven years as Finance Clerk for the City of Plymouth. She has a wealth of knowledge and experience in utility billing and customer service roles within local governments. She is highly trained and skilled in utility billing and special assessments and has provided customer service and training to internal and external clients.

EDUCATION

- Bachelor of Arts in Management, Hamline University School of Business
- Continuing professional education

QUALIFICATIONS

- 10 years of experience working with local governments
- Utility billing experience for 22,000 accounts, including, but not limited to: scheduling meter readings, process final bills, prepare procedural manuals, ensure bills are calculated accurately, audit completed reads and consumption data, create new accounts, customer service backup and answering questions about utility bills and water usage
- Experience in bank reconciliations, cash and investment reconciliations, quarterly reporting, budget development, audit preparation, cash receipts, accounts receivable and accounts payable
- Experience in software conversions, process documentation and automation implementation
- Prior experience as an integral team member of a utility billing software conversion team and prior leader of a special assessment software conversion
- 3 years of QuickBooks experience



Natalie Doran

Senior Associate | Abdo Financial Solutions

natalie.doran@abdofs.com

P 952.243.0024

Natalie joined the Firm as an Associate in the Financial Solutions department in 2022 after completing her finance and accounting degree from the University of Wisconsin – Eau Claire. Prior to joining Abdo, Natalie worked at a third-party administrator firm as a Retirement Plan Consultant Intern. She is currently working towards her Master's of Accountancy from Minnesota State University, Mankato and pursuing her CPA license.

EDUCATION

- Bachelor of Business Administration in Finance and Accounting, University of Wisconsin - Eau Claire
- Continuing professional education

AFFILIATIONS

- Beta Gamma Sigma - The International Business Honor Society

QUALIFICATIONS

- 2 years experience with working in governmental accounting for local governments in Minnesota
- Experience in a variety of roles within local governments including, but not limited to: monthly and quarterly reporting, audit preparation, processing support services, and training staff
- Areas of expertise include: bank reconciliation, accounts receivable, journal entries, fixed assets, and purchasing card processing
- Experience with softwares such as Banyon, QuickBooks, Oracle - JD Edwards, Hubble, Engagement, PowerBI, and Microsoft Office Technology



David Mueller

Senior Associate | Abdo Financial Solutions

david.mueller@abdofs.com

P 952.715.3076

David joined Abdo in 2023 as a member of the Financial Solutions team. Prior to joining Abdo, David spent 7 years working in various roles for Scott County. His most recent experience was as a Taxation Supervisor.

EDUCATION

- Bachelor's Degree in Finance and Economics, Concordia University, Wisconsin
- Master Certificate, National Association of Counties High Performance Leadership
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota Government Finance Officers Association

QUALIFICATIONS

- 7 years of experience working with local governments in governmental accounting and property tax Administration
- Certified in Property Tax Calculation through Minnesota Department of Revenue
- Experience with property tax settlement
- Experience with GASB implementation, including GASB 87 (Leases) & GASB 96 (Subscription-Based Information Technology Arrangements)
- Experience with account and bank reconciliations
- Strong leadership skills having managed tax department and participated in leadership meetings
- Experience with process mapping and assisting with process improvement
- Experience with AS400, Aumentum, and Tyler tax software
- Experience with QuickBooks, Banyon, Tyler (incode), LeaseCrunch, and DebtBook financial software



Prepared By: Shawn Williams, Public Works Director

Presenter: Shawn Williams, Public Works Director

Date: 11/07/2024

Board & Commission: City Council

Subject: Compost Operations Follow Up

At the October 22 council meeting we discussed the dumping abuse taking place at the city's compost site. Options were given to the council on next steps and the consensus was that we would staff it utilizing public works staff who are oncall, and I was to bring back the plan with more specifics for council to discuss and act on. Since this meeting, the abuse continues with dropping off prohibited items such as appliances, furniture, stumps and logs (see photos and email from pd). The police department also assisted with some identification checks within the last week. The vehicles at the site were from Harris, one from North Branch Township, and the other from the City of Forest Lake, all non-residents dumping off brush at the site.

My recommendations are as follows: We close it immediately on Wednesday morning. We have gates we will install at the entrance and signs will be posted with the new hours. We will have staff there Saturday and Sunday from 9:00 a.m. to 12:00 p.m. Hours will be posted on our website for spring and fall. It will be closed in the winter. These days and times could be similar to the Lindstrom, Chisago site, which are open three partial days which are Wednesday, Saturday and Sunday. I would recommend the hours be Wednesday from 3:00 to 7:00 p.m. Saturday 9:00 a.m. to 3:00 p.m. and Sunday from 1:00 to 4:00 p.m. We can do this as a trial and see how it works. A valid identification will need to be provided showing city residency. No contractors at all unless they are doing work for a resident, the resident will need to contact the PW office and verify who the contractor is and what they will drop off.

We will get signage made showing hours and the requirements. This will also be posted on the City's website and FB page as well. The next steps I am working on are getting the quotes to get the brush pile ground so the site can have fresh start.

The site is full, and we have no more room to keep it open unstaffed. I am asking council to consider this action item for approval.

Below from the October 22, 2024 Council Meeting:

The City is experiencing issues with the compost pile, and I am looking for direction as to posting hours and restrictions that the compost site be available only to City residents. Currently, the use of the compost site is overwhelmingly being used by contractors and non-residents dropping off materials from outside the City limits. The reason being is most if not all of our surrounding cities have shut down their compost sites do to abuse and the expense of operating them.

The City's compost site was started established in 1993 when the city banned burning leaves in town. The first 3 years of operation, the brush was manageable and burned. Over the years, the site has become very popular and the brush pile grew in size to where burning was no longer an option as the surrounding homes did not appreciate the smoke from a 10-day huge "campfire" smoldering. The initial cost to grind the pile from 95-2005 averaged from \$6-10K annually, and is funded from the city's general fund and storm water fund. From 2006-2015 we were able to work with District Energy in St. Paul and their contractor to grind our pile and haul the chips to their wood burning incinerator that provides re-newable energy for St. Paul. During this time, District Energy received funding from grants, both state and federal, for renewable energy that covered the grinding and hauling costs, and we were not charged. This funding went away in 2016 through 2022 the annual cost now ranges from \$8K-\$12K, in 2023 the cost was \$12,500 to grind and haul the chips away.

The amount of brush is getting difficult to manage and I would like to put some parameters around its use. Our site is open 24-7-365 days a year and is un-staffed and this is our problem. It has become a free-for-all and the word has got around. Lindstrom, Chisago, Stacy, and Wyoming regulate and staff it 2 days a week and charge non-residents a tipping fee for leaves and brush under 3 inch in diameter. The annual operating cost to do this is \$88K, split amount the four agencies.

Options for discussion are:

1. Be open 4 hours Saturday and Sunday, residents only and no contractors. Staffed by the public works oncall person that would verify residency.
2. Close it.
3. Continue as it currently is.
4. ?

Voting Requirements:

Voting Options Simple Majority

Compost traffic conversation- November 3rd

2 messages

Richard Sapp <richards@ci.north-branch.mn.us>
To: Shawn Williams <shawnw@ci.north-branch.mn.us>

Wed, Nov 6, 2024 at 12:26 PM

Just info on visitors at compost site today at approximately 2:30pm. Ran plate of truck leaving registered out of Forest Lake. Another pick up registered to NB Twsp. Spoke to him as he was unloading tree debris and he was aware of NB residents sign but thought Twsp was one and the same. Also a resident from Harris was on property.

Sergeant Rick Sapp
North Branch Police Department
6408 Elm Street, PO Box 910
North Branch MN 55056
651-277-5236 (NBPD Office)
651-674-2423 (NBPD Fax)
richards@ci.north-branch.mn.us (Email)

Confidentiality Note: The information contained in this e-mail and document(s) attached are for the exclusive use of the addressee and may contain confidential, privileged and non-disclosable information. If the recipient of this e-mail is not the addressee, such recipient is strictly prohibited from reading, photocopying, distributing or otherwise using this e-mail or its contents in any way.

Shawn Williams <shawnw@ci.north-branch.mn.us>
To: Richard Sapp <richards@ci.north-branch.mn.us>

Thu, Nov 7, 2024 at 2:01 PM

Perfect

Thanks!

Regards,

Shawn Williams
Director of Public Works & Utilities
City of North Branch | PO Box 910 - 6408 Elm Street | North Branch, MN 55056
Cell: 651-755-8578 / Main: 651-674-8113 / Direct: 651-674-8493
<http://www.ci.north-branch.mn.us/>



NORTH BRANCH

[Quoted text hidden]



REVEAL
THERM

53F 11C 11/07/2024 15:21:50

11/07/2024 3:21 PM

CAMERA NAME: COMPOST

CAMERA LOCATION: COMPOST SITE

TAGS:

+ ADD A TAG





REVEAL
TAGECAM

☐ ◁ 51F 10C 10/30/2024 10:33:02

10/30/2024 10:33 AM

CAMERA NAME: COMPOST

CAMERA LOCATION: COMPOST SITE

TAGS:



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 11/07/2024

Board & Commission: City Council

Subject: Contract for IT Services

The City is in need of IT Services for a period of time while the new City Administrator reviews the City's existing staffing structure and has time to provide a proposal to City Council on how to fill the current staffing vacancies. Morris Electronics is highly recommended by several different counties/cities and is a BCA/CJIS certified provider which is a must for Police Department records management system.

Shawn Larsen, Morris Electronics, has been working with the City to correct connectivity issues between the City and Chisago County with respect to Pro Phoenix (the police department's record management system). Shawn has also assisted the Finance Department with an issue on Power Manager, and has helped me correct some communication issues between personal computers and our network printer scanners.

Attached is the contract for service time from December 1st through April 30, 2025 (the first quarter of 2025). At that point, we can discuss how the contract is working for both entities and make any necessary adjustments. I recommend the City Council approve the contract as presented.

Voting Requirements:

Voting Options Simple Majority



9 E Hwy 28, Morris MN 56267

Network Support Contract

This agreement is made effective as of December 1, 2024 through April 30, 2025 by and between the City of North Branch, North Branch MN, 55056 and Morris Electronics, Morris MN 56267.

In this agreement, the party who is contracting to receive services shall be referred to as "the City" and the party who will be providing the services shall be referred to as "Morris Electronics".

Morris Electronics has a background in design, installation, and on-going support of network systems and is willing to provide services to the City based on this background.

The City desires to have services provided by Morris Electronics. Therefore,

the parties agree as follows:

1. Description of services.

Morris Electronics, will assist in maintaining the City's computer networks.

Connectivity to other networks is also provided under this contract. Below is a list but not limited to types of possible services:

- Address server and workstation issues
- Maintain and monitor antivirus software
- Assist with iSeries access
- Maintain E-mail software
- Work with structured cabling issues
- Assist with developing a strategic technology plan
- Troubleshoot areas around technology
- Maintain and provide a network schematic

2. Payment.

The City will pay \$125 per hour to Morris Electronics for the services upon board approval. Morris Electronics will provide records of hours used and the nature of the work. Morris Electronics will also provide afterhours support as needed and agreed on by Morris Electronics and the City of North Branch. For this trial period, Morris Electronics will waive the afterhours minimums. Afterhours will be billed at the same \$125 per Hour. If on-site is required Morris Electronics will bill for travel time plus current federal rate per mile.

3. Expense reimbursement.

Morris Electronics shall be entitled to reimbursement from the City for meals and lodging expenses, only if overnights are needed and are not to exceed the amount set in the City's Personnel Policy.

4. Term/termination.

This agreement shall terminate automatically on April 30, 2025 and that no notice to either party is required.

5. Relationship to Parties.

It is understood by the parties that Morris Electronics is an independent contractor with respect to the City, and not an employee of the City. The City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Morris Electronics.

The Contractor should provide proof of their worker's compensation insurance coverage as required by the Minnesota Statue 176.181 Sudb.2. This information will include the name of the insurance company, policy number and dates of coverage.

6. INSURANCE REQUIREMENTS

Morris Electronics shall procure and maintain for the duration of the Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Morris Electronics.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The City must be named as additional insured. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. The City must also be named as additional insured on the excess or umbrella policy.
 - b. Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The City must be named as additional insured. An excess or umbrella liability policy may be used in conjunction with primary coverages to meet the minimum limit requirements. The City must also be named as additional insured on the excess or umbrella policy.
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If Morris Electronics' employment is an excluded employment under Minn. Stat. § 176.041 and Morris Electronics elects not to purchase workers' compensation coverage, Morris Electronics shall provide the City with a written waiver of workers' compensation coverage in a form acceptable to the City. Morris Electronics agrees that under no circumstances shall the City be responsible for workers' compensation for injuries suffered in connection with this Agreement.

- d. Cyber-liability coverage shall be procured and maintained for the duration of the Agreement and cover claims arising out of Morris Electronics' services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

2. Minimum Limits of Insurance: Morris Electronics shall maintain **NO LESS THAN** the following limits of insurance:

a. General Liability Insurance, and if necessary, Umbrella Liability:

- \$1,000,000 per occurrence
- \$2,000,000 annual aggregate
- \$2,000,000 products and completed operations aggregate

b. Business Automobile Liability and if necessary, Umbrella Liability:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

c. Worker's Compensation:

- as required by the State of Minnesota

d. Employer's liability coverage with minimum limits of:

- Bodily injury by accident: \$500,000 each employee
- Bodily injury by accident: \$500,000 each incident
- Bodily injury by disease: \$500,000 each employee
- Bodily injury by disease: \$500,000 policy limit

e. Cyber-liability Coverage:

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

3. Deductibles and Self-Insurance:

- a. Any deductibles will be the sole responsibility of Morris Electronics and may not exceed \$50,000 without the written consent of the City. Any request for a higher deductible must first be approved by the City after Morris Electronics provides the City with financial documentation sufficient for the City to determine whether Morris Electronics has the financial resources to cover the requested deductible.

4. Additional Insurance Conditions:

- a. Morris Electronics' insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the City. The City's insurance or self-insurance program shall be excess of Morris Electronics' insurance and shall not contribute to it.

- b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City or its officers, officials, employees or volunteers.
- c. Morris Electronics must obtain insurance policies from insurance companies having an “AM BEST” rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Morris Electronics shall provide the City with certificates of insurance and original endorsements showing that Morris Electronics has each type of insurance coverage and limits required under this Agreement. A Certificate of Insurance for each policy must be on file with the City within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation, nonrenewal, or material change to all named and additional insureds. If insurance expires during the term of this Agreement a new Certificate of Insurance must be provided to the City at least 10 days prior to the expiration date. The new insurance must meet all the same terms as outlined in this Section. The City reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Morris Electronics. All subcontractors shall provide evidence of similar coverage.

7. Indemnification.

Morris Electronics agrees to indemnify and hold the City harmless from all claims, losses, expenses, fees, including attorney fees, cost, and all judgments that may be asserted against the City that results from the acts or omissions of Morris Electronics, Morris Electronics employees, if any, and Morris Electronics agents.

8. Entire Agreement.

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written. This agreement supersedes any prior written or oral agreements between parties.

9. Amendment.

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

10. Severability.

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provisions it would be valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. Waiver of Contractual Right.

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

12. Applicable Law.

This agreement shall be governed by the laws of the State of Minnesota.

13. Records And Information.

Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, and other work prepared or furnished by Morris Electronics pursuant to this Agreement are work products of the City and shall be the property of the City. Morris Electronics represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Morris Electronics shall furnish the City with all products upon completion of the work, and at any other time as requested by the City. Morris Electronics may retain copies of all such work products and related documents, but Morris Electronics may not use the work products and related documents for any purpose not related to the Description of Services without the City's consent. No reports, documents, or other information that are generated under this Agreement shall be released by Morris Electronics except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

Data Practices. Morris Electronics must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to the Morris Electronics by the City under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Morris Electronics pursuant to this Agreement. If Morris Electronics receives a request to release data pursuant to this Section, Morris Electronics shall notify the City immediately and consult with the City as to how Morris Electronics should respond to the request. Morris Electronics response shall comply with applicable law.

Private and Confidential Data. Morris Electronics shall comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes Ch. 13) and all other applicable state and federal laws, rules and regulations relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act (HIPAA and/or the Health Information Technology for Economic and Clinical Health Act (HITECH). Morris Electronics further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

14. Audit

Morris Electronics shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Morris Electronics shall allow the City or other persons or agencies authorized by the City, including the Legislative or State Auditor, access to the records of Morris Electronics at reasonable hours, including all books, records, documents, and accounting procedures and practices of Morris Electronics relevant to the subject matter of the Agreement, for purposes of audit.

15. TERMINATION AND SUSPENSION

City Termination and Suspension with Cause. This Agreement may be suspended or terminated by the City if Morris Electronics violates any of the terms or conditions of this Agreement as determined by the City. In the event the City exercises its right to suspend or terminate this Agreement, the City shall submit written notice to Morris Electronics specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective.

City Termination and Suspension Without Cause. The City may not terminate this Agreement without cause.

Morris Electronics Termination with Cause. This Agreement may be terminated by Morris Electronics if the City violates any of the terms or conditions of this Agreement as determined by Morris Electronics. In the event Morris Electronics exercises its right to terminate this Agreement, Morris Electronics shall submit written notice to the City specifying the reasons therefore, and the date upon which termination becomes effective.

Morris Electronics Termination without Cause. Morris Electronics may not terminate this Agreement without cause.

Payment upon Termination and Suspension With Cause. Morris Electronics shall be entitled to payment for all work satisfactorily performed up to the day the termination or suspension takes effect, as determined by the City.

IN WITNESS WHEREOF, The City of North Branch and the Contractor have executed this contract as of the day and year first written above:

CITY OF NORTH BRANCH
STATE OF MINNESOTA

Morris Electronics
BY: _____

CITY OF NORTH BRANCH
BOARD OF COMMISSIONERS

DATED: _____

BY: _____
Chairperson of the City Board
DATED: _____

ATTESTED TO:

BY _____
City Administrator
DATED: _____



Prepared By: Carla Golden, Liquor Operations Director

Presenter:

Date: 11/07/2024

Board & Commission: City Council

Subject: October Liquor Operations update

October sales were very good. Our October 2024 sales surpassed our sales in October 2020 (Covid Year). Sales this October were \$348,481.75 vs 2020 sales of \$336,692.81. Our current gross profit margin is running at 27.4%. The past few months we have had strong sales, and if this continues, we will finish 2024 with our sales surpassing our 2023 sales in general.

Staff recently completed their annual Responsible Beverage Servers training with Officer Mike Nelson and Carly Blomberg. This training was very educational for the staff.

In preparation for the busy holiday season, we are doing a wine reset at Store 1 on Wednesday, November 13th. With this reset it will be easier for staff to assist customers in finding wines for the holidays. We have sales reps helping with the reset, as well as a few additional staff members.

There has been more discussion on the wine and pub clubs. The plan moving forward is to eliminate the clubs. With the elimination of the clubs, there are thoughts about doing Wine Wednesdays or Whiskey Wednesdays, for example. During those days, there would be a sale price or discount given on those days only.

THC increased in October. This category should continue to grow, as more customers are becoming aware of these items being available to them now at North Branch Liquors.

The online store has been put on hold until I can work with IT to finish developing it.

Voting Requirements:

Voting Options Simple Majority



October 2024 LIQUOR OPERATIONS REPORT

SALES

- Total sales for the month totaled **\$348,481.75** Cost of goods sold was **\$253,056.81**. Total profit was **\$95,424.94**. Our gross margin for the month was **27.4%**. Overhead expenses come out of our overall profit. We sold **24,882** items. Sales were up compared to October 2023 with **\$320,360.69**. Sales are up 8% over our 2023 October sales. This is our highest October sales number from the data I can see and compare too, beating out our 2020 number of **\$336,692.81**. Warmer weather continuing into October, helped with sales.
- Store 1 sales for October 2024- **\$249,265.65** vs October 2023-**\$228,248.75**.
Store 2 sales for October 2024-**\$99,216.10** vs October 2023-**\$92,111.94**.
- Over all customer tickets for October 2024-**12,898** vs 2023 tickets of **11,955**.
- THC Sales for October 2024 -Store 1 - Total cost of goods sold was **\$2303.47**. Total Revenue **\$4,047.87** with a profit of **\$1,744.40**. Margin for THC **43.1%**. Number of items sold,**163** units.
Store 2-Total cost of goods sold was **\$746.29**. Total Revenue **\$1,293.46** with a profit of **\$547.17**. Margin for THC **42.3%**. Number of items sold,**54** units.
- Positive impact to sales- We have seen an increase in new customers.

DISCOUNTS

- Senior Discount
We had 356 purchases from customers using the senior discount with a total discount of \$1,000.14. Broke down: Store 1- 224 purchases, discount \$682.72. Store 2- 132 purchases, discount \$317.42
- Military Discount
We had 589 purchases from customers using the Military discount with a total discount of \$1,775.76 Broke down: Store 1- 334 purchases, discount \$1,081.41. Store 2- 255 purchases, discount \$694.35.
- Beer Volume Discount
We had 14 purchases from customers using the Beer Volume discount with a total discount of \$91.07. (Beer Volume Discount is 10 cases of 24 pack cans or bottles not on sale. This is one transaction.)
- Liquor Volume Discount
We had 11 purchases from customers using the Liquor Volume discount with a total discount of \$117.81. (Buying a case of a solid size and type) Example:Karkov Vodka 1.75 (6 Bottles)
- Wine Volume Discount
We had 10 purchases from customers using the Wine Volume discount with a total discount of \$24.84. (Buying a case of a solid size and type) Example- Barefoot Moscato 1.5 (6 Bottles)
- Wine Club
We had 515 purchases from customers using their wine club discount with a total discount of \$1,580.47. Broke down: Store 1- 318 purchases, discount \$944.31. Store 2- 197 purchases, discount \$636.16.
- Pub Club
We had 635 purchases from customers using their pub club discount with a total discount of \$1,885.09. Broke down:Store 1- 496 purchases with discount of \$1,511.09. Store 2- 139 purchases with a discount of \$374.00.

CATEGORY PERFORMANCE

Below are the performance values for the top 5 categories at Store 1. These are the gross sale numbers.

Category	Number of Items Sold	Gross Sales	Percentage of gross sales
Beer- Domestic	3,262	\$61,592.88	24%
Beer-Craft	1,494	\$24,393.56	9%
Liquor-Vodka	1,699	\$22,610.03	8%
Beer-Flavored	1,368	\$16,532.32	6%
Beer-Seltzer	854	\$14,211.28	5%

CATEGORY PERFORMANCE

Below are the performance values for the top 5 categories at Store 2. These are the gross sale numbers.

Category	Number of Items Sold	Gross Sales	Percentage of gross sales
Beer- Domestic	1,100	\$20,664.50	20%
Beer-Craft	720	\$11,666.32	11%
Liquor-Vodka	829	\$10,650.21	10%
Wine -Domestic	579	\$8,412.75	8%
Liquor-Whisky-Import	458	\$6,258.92	6%



Prepared By: Linda Woulfe, Interim City Administrator

Presenter: Linda Woulfe, Interim City Administrator

Date: 10/31/2024

Board & Commission: City Council

Subject: Closed Session pursuant to Minnesota Statutes 13D.03 for Labor Negotiations Strategy

The City Council will enter into closed session to receive an update on union negotiations. The City Council may reopen the Council meeting after the closed session to vote on the proposed labor agreements.

Voting Requirements:

Voting Options Simple Majority

AGREEMENT BETWEEN

City of North Branch

AND

LAW ENFORCEMENT LABOR SERVICES, INC.
(LOCAL NO. 277)



JANUARY 1, 2025 TO DECEMBER 31, 2026

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ARTICLE 1. PURPOSE OF AGREEMENT

This Agreement entered into between the City of North Branch, Minnesota, hereinafter referred to as the "Employer", and Law Enforcement Labor Services, Inc., hereinafter referred to as the "Union". The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties full and complete agreement upon terms and conditions of employment for the duration of this Agreement.

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the exclusive representative for the following bargaining unit: "All (essential) full-time employees of the North Branch Police Department of the City of North Branch, Minnesota, excluding the Chief and Lieutenant."

In the event of a dispute regarding the inclusion or exclusion of employees from the bargaining unit, the matter shall be decided by the Bureau of Mediation Services.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: Law Enforcement Labor Services, Inc.
- 3.2 EMPLOYER: The City of North Branch
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 DEPARTMENT: The City of North Branch Police Department.
- 3.5 CHIEF: The Chief of the City of North Branch Police Department.
- 3.6 BASE PAY RATE: The employee's hourly rate exclusive of any other special allowances.
- 3.7 OVERTIME: Work performed in excess of the Employee's scheduled pay period.
- 3.8 SCHEDULED PAY PERIOD: For North Branch Patrol Officers, Investigators and Sergeants "scheduled pay period" means 80 hours scheduled during the two-week pay cycle designated by the City. "Scheduled pay period" includes all hours that are compensated: hours actually worked, PTO, holidays, court time, off duty or call back time, canine care, funeral leave, other paid leave and assigned training and meetings.
- 3.9 CALL BACK: Return of an employee to specified work site to perform assigned

duties at the express authorization of the Employer at a time other than a scheduled shift. An extension of/or early report to a scheduled shift is not a call back.

- 3.10 **STRIKE:** Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights or privileges of employment.
- 3.11 **IMMEDIATE FAMILY:** Immediate family shall include the employee's spouse; any person required by law; and the following of the employee or employee's spouse: children, step and in-home foster children, adopted children, grandchildren, parents, grandparents, brothers, sisters, aunts, uncles, nieces and nephews.
- 3.12 **SENIORITY:** Length of compensated continuous service with Employer from last date of hire regardless of classification.
- 3.13 **CONTINUOUS SERVICE:** Full-time service from most recent date of hire, including approved leaves of absence and period of lay-offs if return from lay-off was upon recall, as established by the Employer.
- 3.14 **DAYS:** Unless otherwise indicated, means working days.
- 3.15 **LAY-OFF:** Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral consideration.
- 3.16 **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification within the bargaining unit with more responsible duties and higher compensation.
- 3.17 **TRANSFER:** A change of employee from one position to another position in the same work classification or to another work classification in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.18 **EMERGENCY:** A crisis situation or condition that may be reasonably expected to endanger life or property as defined by the Employer.
- 3.19 **School Resource Officer:** An Employee specifically assigned by the Employer to the position of School Resource Officer performing assigned duties within or associated with one or more schools, and regularly scheduled accordingly by the Employer.

ARTICLE 4. EQUAL APPLICATION

- 4.1 The Employer and the Union agree not to discriminate against employees as to race, color, creed, sex, national origin, religion (or lack thereof), or political affiliation (or lack thereof). The Union and the employees covered by this Agreement shall share equally with the Employer the responsibilities established by this Article.
- 4.2 Neither the Employer nor the Union shall discriminate, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Union or participate in an official capacity on behalf on the Union, which is in accordance with the provisions of this Agreement.
- 4.3 The Union agrees to fairly represent all members of the bargaining unit regardless of Union membership or non-membership or any other factor.

ARTICLE 5. UNION RIGHTS

- 5.1 PAYROLL DEDUCTIONS. Each employee will have the right to request and be allowed dues check-off for the Union. Upon receipt of a properly executed authorization card from an employee, the Employer will deduct from the employee's paycheck the monthly dues that the employee has agreed to pay the Union. All such sums so deducted from the employee's paycheck shall be remitted to the Union. The Union shall furnish the Employer with a list of those employees who are certified as members of said Union. The Employer will furnish a list of all employees to the Union upon request.
- 5.2 STEWARDS AND REPRESENTATIVE. The Union may designate certain employees from the bargaining unit to act as Stewards and shall inform the Employer in writing of such choices and any changes in such choices. The Employer may designate Employer Representatives and shall inform the Union in writing of such choices and any changes in such choices.
- 5.3 FACILITIES. The Employer shall make a reasonable amount of space available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business.
- 5.4 BULLETIN BOARD. The Employer shall make space available on an employee bulletin board for posting Union notices and announcements.
- 5.5 LOCK OUT. The Employer agrees that during the life of this Agreement the Employer will not lock out the employees.
- 5.6 ADDITIONAL AGREEMENTS. The Employer agrees not to enter into any additional agreements with employees, individually or collectively, concerning any terms or conditions of employment, nor will the Employer subcontract to others the work done by employees.

ARTICLE 6. EMPLOYER SECURITY

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slowdown, other interruption of or interference with the normal functions of the Employer.

ARTICLE 7. EMPLOYER AUTHORITY

- 7.1 The Employer retains the full and unrestrictive right with respect to matters of inherent managerial policy, including but limited to, the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to direct, select and determine the number of personnel and to establish work schedules.
- 7.2 Subject to Section 7.1 above, any change in any term and condition of employment or any established past practices within the workplace not specifically established or modified by this Agreement must be negotiated and agreed upon by the Union and the Employer in writing prior to implementation.

ARTICLE 8. SAVINGS

- 8.1 This Agreement is subject to the laws of the United States of America and of the State of Minnesota.
- 8.2 In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, or administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

ARTICLE 9. EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

- 9.1 The Employer believes it is essential that all employees be given full opportunity to bring complaints and problems to the attention of management and to be heard and receive fair hearing and treatment.
- 9.2 GRIEVANCE. A grievance is defined as a dispute or disagreement with anything in the workplace which the employee feels is unjust or unfair subject to Article 7.2. It would further include alleged discriminatory acts that have been taken by the City or any of its employees or the failure to comply with either federal or state laws or federal equal employment opportunity guidelines or laws.
- 9.3 UNION REPRESENTATIVE. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit.

The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

9.4 PROCESSING OF A GRIEVANCE. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.

9.5 PROCEDURE. Grievances, as defined in Section 9.2, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the Interpretation or application of this Agreement shall, within fifteen (15) calendar days after such alleged violation has occurred or the employee through the use of reasonable diligence should have had knowledge of the occurrence of the alleged violation, present such grievance to the employee's supervisor (Employer designated or Chief). At this Step, the grievance must be presented in writing. The supervisor (Employer designated or Chief) will discuss and give an answer, in writing, to such Step 1 grievance within fifteen (15) calendar days after receipt. A grievance not resolved In Sept 1 and appealed to Step 2 shall be placed In writing setting forth the nature of the grievance, the facts on which It was based, the provision or provisions of the Agreement allegedly violated and the remedy requested and shall be appealed to Step 2 within fifteen (15) calendar days after the supervisor's (Employer designated or Chief) final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within fifteen (15) calendar days shall be considered waived.

Step 2. If appealed, the grievance shall be in writing and presented by the Union either to the Employer-designated Step 2 representative or Chief. The employer designated Step 2 representative shall notify the Union of any scheduled meeting in which the grievance will be presented and discussed with the City Administrator within fifteen (15) calendar days after receipt of such Step 2 grievance and give the Union the Employer's Step 2 answer in writing within fifteen (15) calendar days after such scheduled meeting. A grievance not resolved In Step 2 may be appealed to Step 3 within fifteen (15) calendar days following the Employer's final Step 2 answer. Any grievance not appealed inwriting to Step 3 by the Union within fifteen (15) calendar days shall be considered waived.

Step 3. If both parties, having gone through Step 1 and Step 2 provided herein cannot settle a grievance, the parties shall submit to mediation.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended in the following manner: If the grievance is not resolved in Step 3, the aggrieved employee may petition, within ten (10) calendar days of receipt of the City Administrator or the City Administrator's designated representative's answer in Step 3, the Bureau of, Mediation Services for assistance in settling the grievance through mediation. If either party determines during the mediation process that further mediation would serve no purpose, the aggrieved employee may request arbitration of the dispute.

The Union and the employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation, State of Minnesota, a list seven (7) qualified arbitrators. The parties will alternately strike names from the list of seven (7) arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name, the question will be decided by the flip of a coin.

For grievance matters involving written disciplinary action, discharge, or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892.

9.6 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator shall, when appropriate, take into consideration laws or statutes and apply them to the facts of the case. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the fact of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne

equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, the cost shall be borne equally.

- 9.7 WAIVER. If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at the Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by mutual agreement of the Employer and the Union.
- 9.8 CHOICE OF REMEDY. If, as a result of the written EMPLOYER response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 9 or a procedure such as: Veteran's Preference, or Fair Employment. If appealed to any procedure other than Step 4 of Article 9 the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 9. The aggrieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article 9 or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 9. An employee pursuing a statutory remedy under the jurisdiction of the EEOC is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 10. DISCIPLINE

- 10.1 The Employer will discipline for just cause only. Each act by an employee warranting discipline shall be corrected by one of the following forms of discipline:
- A. Oral reprimand,
 - B. Written reprimand,
 - C. Suspension,
 - D. Demotion, or
 - E. Discharge
- 10.2 Notices of suspension, demotion and discharge will be in written form and will state the reason(s) for the action taken. Suspension will set forth the time period for which the suspension will be effective. Demotions will state the classification to which the employee is demoted. The Union Business Agent will be provided with a copy of each such notice.
- 10.3 Written reprimands, notices of suspension and notice of discharge which are to

become part of an employee's personnel file will be read and acknowledged by signature of the employee. The employee and the Union will receive a copy of such reprimands and/or notices. Provided that there have been no further disciplinary actions taken against the employee during the interim period, written reprimands will be purged from the employee's personnel file after one year.

- 10.4 Employees will not be questioned concerning an investigation of disciplinary action (regardless of whether action is against employee being questioned or another employee) unless the employee has been given adequate opportunity to have a Union representative present at such questioning. The Employer will inform each employee of his or her rights under this clause.
- 10.5 Discharges will be preceded by a five (5)-calendar day suspension without pay.
- 10.6 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in his/her personnel file into said personnel file at any time.
- 10.7 Grievances relating to this Article may be initiated by the Union in Step 2 of the grievance procedure.
- 10.8 The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13) as amended.
- 10.9 The Employer will not conduct investigations nor discipline employees for any alleged work-related action or inaction if the complaint relating to the infraction is one year old or more from the date which the City discovered or is made aware of the allegation.
- 10.10 The Employer may use progressive discipline and will use the least discipline determined to be reasonably necessary to correct an employee's actions.

ARTICLE 11. JOB SAFETY - TRAINING

- 11.1 It will be the policy of the Employer that the safety of employees, the protection of work areas, the adequate training in necessary safety practices and the prevention of accidents are a continuing and integral part of its everyday responsibilities.
- 11.2 Toward this end, the Employer agrees to provide all employees with soft body armor, and its replacement when it has reached the end of the manufacturer's recommended lifespan.
- 11.3 The Employer will make available such training as is required for the employees

to maintain licenses or certifications, or safety, or as is required by the Employer or the State of Minnesota. Costs incurred in attending this training will be paid by the Employer and approved by the Chief.

- 11.4 The Employer will pay the cost of the POST License fee for the employees.
- 11.5 The time an employee spends attending training and traveling to and from any out- of-town training shall be considered part of the employee's work week for the purpose of computing wages and other benefits provided by this agreement.

ARTICLE 12. HOURS OF WORK

- 12.1 The normal work year is two thousand eighty (2,080) hours to be accounted for by each full-time employee through:
 - A. Hours worked on assigned shifts;
 - B. Holidays;
 - C. Assigned training;
 - D. Authorized leave time.
- 12.2 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 12.3 Employees will be compensated at one and one-half times (1 ½) the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article.
- 12.4 All overtime shall be distributed as equally as possible among the members of the bargaining unit, except that all overtime paid for by North Branch Area School District shall be offered to the assigned School Resource Officer first.
- 12.5 COMPENSATORY TIME. It shall be the normal practice to pay for overtime. Compensatory time may be accrued up to 80 hours. All requests for use of compensatory time must be approved by the Police Chief. Employee must give three days advance notice and receive approval from the Chief if they wish to use compensatory time for an entire shift. Compensatory time shall be determined at the rate of one and one-half (1 ½) hours off for every overtime hour worked for hourly employees.
- 12.6 OFF-DUTY OR CALL BACK. For any matter, including but not limited to, police affiliated matters, the employee will be compensated for a minimum of two (2) hours each. An extension or early report to a regularly scheduled shift does not qualify the employee for the two-hour minimum.

- 12.7 Employees may voluntarily switch shifts, subject to the approval of the Chief or Chief's designee. The Chief or Chief's designee will not approve any voluntary shift trades that would otherwise obligate Employer to pay either trading employee overtime.
- 12.8 Upon close of shift bid, the schedule with the new hours will be posted thirty (30) days prior to taking effect. The monthly schedule will be posted seven (7) days prior to it taking effect. These schedules will not be changed thereafter, except in cases of emergency or illness, or with the consent of the affected employees.
- 12.9 SHIFT BIDDING: The most senior employee in a job class shall be assigned their preferred shift annually, and the next most senior their preferred shift, of those remaining available and so on, until all scheduled positions are filled as approved by the Chief. The shift bid period will be September 1 through August 31.
- 12.10 QUICK CHANGE. The purpose of QUICK CHANGE is making sure the employee is getting adequate rest before their next regular scheduled shift; therefore employees will not be scheduled to work with less than an eight (8) hour break from their regular scheduled shift unless in a case of emergency. In recognition of the importance of officer safety, Employer will make reasonable efforts to schedule training, meetings or testing to meet the needs of all employees or adjust employees' shifts to allow for adequate rest before their next scheduled shift.
- 12.11 BREAKS. Employees will be allowed a break during each half of a full-time shift and a meal break midway through a shift. Meal and other breaks will be paid.
- 12.12 For the purposes of computing overtime, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

ARTICLE 13. COURT TIME

An employee who is required to appear in court during their schedule off-duty time shall receive a minimum of three (3) hours pay. The employee is required to contact the Court prior to the date of the appearance to determine if the case is going to be heard.

ARTICLE 14. SENIORITY

- 14.1 DEFINITIONS. Seniority will mean an employee's length of service with the Employer since his/her last date of hire regardless of classification. An employee's continuous service record will be broken only by separation from service by reasons of resignation, discharge for cause, retirement, or death. When two or more employees have the same seniority date, their position on the seniority list will be determined by lot.
- 14.2 LAYOFFS. When a reduction in the work force becomes necessary, the employee with the least seniority will be laid off first. The last employee laid off will be the

first to be recalled for work. No new employees will be hired until the lay-off list has been exhausted. The layoff length for required call back shall be one year.

- A. During a period when any employee is laid off under Article 14.2 the Employer agrees that overtime may be used only in necessary, occasional circumstances.
- B. During a period of layoff, part-time police officers will be laid off before any full-time police officers. During a layoff, no new part-time employees will be hired.
- C. Recall: Employees shall be recalled in the order of their seniority to the highest employment conditions and wages that their seniority as regular full-time employees would entitle them to receive.

An employee on lay-off shall be notified of recall by personal notice (receipted) or certified mail (return receipt requested) sent to the employee's last known address at least fourteen (14) calendar days prior to the reporting date. The employee shall notify the Employer of intent to return to work and shall report to work on the reporting date specified by the Employer unless the Employer in writing has agreed to other arrangements. If the Employee does not return to work under the terms of recall mutually agreed to by the parties, the Employee shall be deemed to have terminated employment with the City. Employees shall remain on callback list for twenty-four (24) months.

It shall be the responsibility of the employee to keep the City advised of their current mailing address.

- 14.3 PROBATIONARY EMPLOYEES: The probationary period for newly hired, or rehired employees will last for twelve (12) months. In the event of a change to POST Board licensing requirement, either party may reopen this Section for negotiations.

During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be returned to the employee's previous position at the sole discretion of the Employer. The probationary period for a promoted employee shall be six (6) months from date of promotion.

Upon successful completion of the probationary period, new employees and promoted employees shall move to the completion of probation wage. Patrol officers will move to the two-year anniversary rate, 1 year after completing probation in accordance with Appendix A.

14.4 VACANCIES. Permanent job vacancies within the designated department, or with the same employer, will be posted by the Employer in the department in a conspicuous place for a period of ten (10) working days and will be filled from amongst present employees covered by this Agreement provided:

- A. Employee must have the necessary qualifications to meet the standards of the vacancy.
- B. Employee must be able to perform the duties and responsibilities of the job vacancy.
- C. Employee must apply for the position within the ten (10) days posting time.
- D. All vacancy notices shall describe the position by title, duties and responsibilities, salary, unusual hours and method by which the position will be filled (testing, interview, seniority, etc.).
- E. Employees on PTO or any other excused absence will be notified of the posting by Certified Mail.
- F. It shall be the responsibility of the employee to keep the City advised of their current mailing address.

ARTICLE 15. COMPENSATION

15.1 RATE OF PAY. Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made 'a part of this Agreement.

15.2 SHIFT DIFFERENTIAL PAY (Overnight and Power Shifts)

- (1) Employees who are assigned to the overnight patrol shift for the calendar year will receive a stipend of \$1664 per calendar year paid over 26 pay periods.
- (2) Employees assigned to the night power shift will receive a stipend of \$1248 per calendar year paid over 26 pay periods.

15.3 Training Officer Stipend: Employees assigned as a training officer will be compensated \$200 for the calendar year per training task/assignment. Employees assigned to more than one training task/assignment shall be compensated for each separately. Stipends will be disbursed through 26 even payments and be pro-rated for time served in those positions. The list of assignments that's receive \$200 under the section include:

- Fire arms

- Use of Force
- Expandable Baton
- Taser
- Chemical Munitions
- Less Lethal Impact Munitions
- Standardized Field Sobriety
- CPR
- Pepperball
- Other assignments as determined by the Chief

15.4. Field Training Officer Pay: Employees classified or assigned by the Employer as a Field Training Officer will receive 10% of top patrol rate or 10% of top classification rate, in addition to the employee's regular wage rate, when field training department employees.

15.5 INVESTIGATORS AND SCHOOL RESOURCE OFFICERS: Assigned investigators and School Resource Officers serve at the discretion of the employer. Both positions shall progress to tier 2, one year after their date assigned to the position. Pay shall be according to Appendix A.

15.6 MEALS: Employees shall be reimbursed for the costs of meals when on City business the maximum for reimbursement for an employee shall be determined by the IRS, for each meal purchased while on City business outside the corporate limits. 11Reimbursement for alcoholic beverages in not permitted.

ARTICLE 16 PERSONAL TIME OFF

16.1 Personal Time Off (PTO) will accrue at the following rates on a per pay period basis:

<u>Years</u>	<u>Hours Per Year</u>	<u>Max Carryover</u>
0-3	168	400
4-7	192	400
8-11	216	400
12-15	240	400
16+	264	400

16.2 The benefit year for PTO is January 1st through December 31st. Full-time employees may carry over a maximum of 400 hour of PTO from benefit year to benefit year. Any time in excess of 400 hours on December 31st will be forfeited.

16.3 Planned Personal Time scheduling shall be done on the basis of seniority for up to the first two weeks scheduled for each employee each year. This seniority-based selection must be complete by January 31 of each calendar year. Subsequent selections of time off will be on a first come, first served

basis.

- 16.4 Personal Time Off may be used as earned with approval of the Chief or Chief's designee.
- 16.5 All employees will be required to use a minimum of 40 hours personal leave per year if the employee is at the maximum cap of 400 hours.
- 16.6 Upon separation of employment from the City of North Branch, the employee's PTO bank will be paid out in the following manner:

PTO Bank that is below 200 hours: entire amount paid to the employee in cash.

PTO Bank that is 200 hours or greater: entire amount will be placed into the employee's VEBA account.

ARTICLE 17. LEAVE OF ABSENCE

- 17.1 **MILITARY LEAVE.** Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of this State, will be granted a leave of absence with pay during the period of such activity, up to fifteen (15) calendar days per calendar year.

Extended military leave will be granted to employees according to state and federal statute. Employees returning from extended leave shall be returned to their former positions or ones of comparable pay and responsibility.

- 17.2 **NEGOTIATING COMMITTEE.** An employee elected to serve on the negotiating committee representing the bargaining unit members shall suffer no loss of pay if negotiations are held on City time. Neither shall he/she be eligible for overtime or straight time if meetings are held on the employee's own time. If necessary because the employee's shift is outside of City Hall normal hours, the City will make accommodations for the employee(s) serving on the negotiating committee to change their shift on days of negotiation provided that the employee gives the Chief seven (7) days advance notice. The negotiating committee will be limited to two (2) employees.
- 17.3 **LEAVE WITHOUT PAY.** Any request for leave of absence without pay will be submitted in writing by the employee to the Chief and the City Council. The request will state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Written authorization for or disapproval of leave of absence will be furnished to the employee by the

City. During an unpaid leave of absence the employee will not accrue additional seniority or other benefits, except as otherwise covered by State or Federal Law.

Leaves of absence for a reasonable period, not to exceed one year, may be granted without a loss of seniority for longevity purposes. Illness leave (physical or mental) may be granted upon request for like period. Leaves of absence may only be granted upon requesting in writing.

- 17.4 JURY DUTY. Employees will be granted a leave of absence any time they are required to report for jury duty or jury service. Employees will be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty service, so long as the daily compensation for jury duty received by the employee (excluding mileage) is paid over to the Employer by the employee.
- 17.5 PARENTING LEAVE. Parenting leave is defined as paid or unpaid time *off* taken by an employee for the purpose of tending a new child, a sick child or a child's medical needs or to attend school functions.

Unpaid or paid parenting leave is available to employees pursuant to the City personnel policy, Minnesota Statute 181.941 or federal statute, and this contract.

- A. Birth or Adoption. Paid parenting leave up to three (3) calendar days will be accorded employees upon the birth or adoption of a child or grandchild. This time will not be deducted from the employee's PTO.
- B. Paid Leave. Upon approval of the employee's supervisor, additional paid parenting leave may be taken by employees by use of PTO.
- C. Accommodations. Disabilities caused or contributed to by pregnancy or childbirth and recovery therefrom are for all job-related purposes temporary disabilities and shall be treated as any other illnesses in connection with employment.

ARTICLE 18. FUNERAL LEAVE

Regular full-time employees shall be granted three (3) working days funeral leave, for death and funeral in the immediate family. If additional time is needed, floating holidays or PTO may be used. Up to four (4) hours leave, with pay, will be granted an employee for pallbearer, honorary pallbearer, or military services such as veteran's organizations and not be charged against accumulated PTO.

ARTICLE 19. INSURANCE

HEALTH, LIFE, DENTAL, DISABILITY INSURANCE. The Employer will provide

health and dental insurance to employees working 30 or more hours per week. The Employer will contribute up to the following amounts each month towards the premium costs of health and dental coverage. Any premium costs above the "up to" amount will be paid by the employee and not be subject to any maximums. The monthly employer contribution amount will be increased for years two and three of the contract as indicated below. In addition, the city will contribute an additional amount into an HRNHSA account or alternate IRS approved flexible spending plan for employees not eligible for HRNHSA plan participation due to age (to be contributed in one installment in early January) to assist with the payment of non-covered expenses and deductibles as indicated below. This amount will not increase over the life of the contract. The funds on account for the employee under the terms of any IRS approved reimbursement account belong to the employee and are not forfeited to the employer upon termination. Employees can decline health and/or dental coverage, but as to health insurance, the employee declining coverage will need to provide appropriate proof of coverage through another plan on an annual basis or more frequently as may be required to comply with the Affordable Care Act. Employees opting out of city health or dental Insurance coverage will not receive any contributions towards their costs or premiums associated with the outside plan.

Employer Contributions in 2025 and 2026

Year	Type	Maximum Employer Contribution Amount (Monthly)	Employer HSA/HRA Contribution Amount (Annual)
2025	Single	\$780	\$1,500
	Family	\$1685	\$2,000
2026	Single	\$819	\$1,500
	Family	\$1769	\$2,000

- 19.1 Any reduction in aggregate insurance value will be negotiated with the Union. In the event that the health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes, or fines for the Employer.
- 19.2 LIFE INSURANCE. The Employer will provide and pay the full cost of the premiums for term life insurance in the amount of \$25,000 for each employee.
- 19.3 DISABILITY INSURANCE. The City will offer Short Term Disability Coverage for employees, and for employees electing to participate in the plan, the premium costs will be paid by the Employer at its expense. The City will offer Long Term Disability Coverage for employees, and for employees electing to participate in the plan, the premium costs will be paid by the Employee through payroll deduction.

19.4 EFFECTIVE DATE. The health and dental and term life insurance shall be in effect the first of the month following a 30-day waiting period.

19.5 LEAVE OF ABSENCE. All Employer-paid benefits, including health insurance, will continue as existing while an employee is on paid leave.

ARTICLE 20. INJURY ON DUTY

20.1 Any employee injured during the performance of law enforcement related work for the Employer and is rendered unable to work will receive Injury on Duty (IOD) pay for up to 60 working days maximum. The IOD pay will be the difference between the employee's regular net pay and Workers' Compensation payments. The employee will be required to use their PTO for the initial period required to qualify for Workers' Compensation.

An Employee may use PTO during the 60 Day IOD period and any subsequent light duty assignments. The IOD pay will not be charged to the employee's PTO or any other accumulated benefits. If the employee wishes to be paid up to their regular gross salary while collecting Workers' Compensation after the 60 day IOD period, the employee will be required to use their PTO.

20.2 COMMUNICABLE DISEASES. Employer will not oppose Workers' Compensation claims for employees who acquire or reasonably could have acquired a chronic or permanent communicable disease while on duty (i.e., HIV, Hepatitis, Tuberculosis). Employer will reasonably accommodate and not discriminate against employees who acquire or who reasonably could have acquired a chronic or permanent communicable disease while on duty.

20.3 DISABILITY-REASONABLE ACCOMMODATION. The failure of the Employer to reasonably accommodate a recognized disability, as defined by the Americans With Disabilities Act (ADA), is grievable under this Agreement.

ARTICLE 21. HOLIDAYS

21.1 RECOGNIZED HOLIDAYS. Holidays include the following:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November

Day After Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th
New Year's Eve	December 31st

- 21.2 **HOLIDAYS NOT WORKED.** An employee not scheduled to work on the holiday shall receive the employee's regular straight time rate of pay in addition to that day off.
- 21.3 **HOLIDAYS WORKED.** An employee who is schedule to work on a holiday shall receive, in addition to regular pay, one and one-half (1½) time's regular base pay (or 2 ½ times regular pay for that day) for all hours worked on the holiday. An employee who is directed not to work on a holiday shall receive his/her holiday earning during that pay cycle.
- 21.4 At the employee's discretion, subject to approval of the supervisor, an employee may receive a day off to replace the holiday worked. However, payment for the holiday worked shall be figured at one and one-half (1 ½) times the hours worked on that day plus the alternate day off.
- 21.5 If an employee is scheduled to work on a holiday and does not work their scheduled shift, the employee will be required to use PTO for that shift.

ARTICLE 22. CLOTHING ALLOWANCE

- 22.1 Each full-time employee shall receive a uniform allowance of \$900.00 each year. One dry cleaning per year is authorized and shall be deducted from the employee's uniform allowance. The Chief must review and approve all purchases using the uniform allowance. Any Department approved work related equipment and clothing may be purchased using the uniform allowance. Employees assigned to special duty will receive an additional \$100.00 annually for items needed for the special duty. Employees will only be compensated for one special duty per year. Special Duties eligible for additional allowance include: SWAT Team; School Resource Officer Investigator; K9 Handler; Training Officer; Mobile Field Force and Crisis Negotiator.
- 22.2 The Employer shall cover all costs of prescription eyeglasses/contact lenses or other eyewear damaged or destroyed in the line of duty. Prescription eyeglasses/contact lenses shall be capped at \$275 with reimbursement paid upon receipt. Non-prescription eyewear replacement cap shall be set at \$100. The Employer shall not reimburse for employee negligence. The Employer shall pay for the repair or replacement of personal items of the individual employee, which are damaged or destroyed in the line of duty, except in those instances where damage or loss is caused by the personal neglect of the employee. Replacement cap shall be set at \$100.
- 22.3 Any uniform item purchased with the uniform allowance that does not qualify

under the federal and state requirements as deductible, shall be taxed.

ARTICLE 23. CONSTITUTIONAL PROTECTION

- 23.1 Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions and state and federal statutes.
- 23.2 The city agrees to meet and negotiate in the event the Minnesota legislature amends Minn. Stat. §§ 471.44, 466.07, or statutes pertaining to licensure of police officers in a manner that (1) reduces the Employers current statutory obligation to defend and indemnify officers or (2) requires members of the Union as a condition of peace officer licensure to personally maintain liability insurance for acts or omissions during paid on-duty time, the employer and the Union agree to meet and negotiate regarding the impact of any such amendments on the terms and conditions of employment for members of the Union.

ARTICLE 24. WAIVER

Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of the Agreement, are hereby superseded.

ARTICLE 25. DURATION

This Agreement shall be in effect from January 1, 2025 to December 31, 2026 and shall remain in effect from year to year thereafter unless either party gives notice as may be required by State statute (PELRA) of their desire to amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their signatures.

THE CITY OF NORTH BRANCH

LAW ENFORCEMENT LABOR
SERVICES, INC., LOCAL

Mayor

City Clerk

APPENDIX A.**STEPS & PAY BY JOB CLASS/ASSIGNMENT**

2025			
Job Classification/Assignment	Minimum*	Mid-Point**	Maximum***
	Hourly		
Patrol Officer	\$ 43.26	\$ 45.57	\$ 47.86
School Resource Officer	\$ 47.86		\$ 49.55
Police Investigator	\$ 49.11		\$ 51.59
Police Sergeant	\$ 56.06		\$ 58.02

General Wage Increase	3.00%
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Market Adjustment	%
Patrol Officer	3.50%

Notes
*Starting **Completion of Probation ***2-year anniversary

2026			
Job Classification/Assignment	Minimum*	Mid-Point**	Maximum***
	Hourly		
Patrol Officer	\$ 44.77	\$ 47.17	\$ 49.54
School Resource Officer	\$ 49.54		\$ 51.29
Police Investigator	\$ 50.83		\$ 53.39
Police Sergeant	\$ 58.02		\$ 60.05

General Wage Increase	3.50%
-----------------------	-------

Notes
*Starting **Completion of Probation ***2-year anniversary

LABOR AGREEMENT

BETWEEN

CITY OF NORTH BRANCH



AND

MINNESOTA
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION,
LOCAL NO. 320
(CITY EMPLOYEES UNIT)



January 1, 2025 - December 31, 2027

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ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between The City of North Branch, hereinafter called the Employer, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03 Subd. 8 for:

All employees employed by the City of North Branch, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, excluding all Linemen of the Municipality of Light and Power; Public Works employees, essential, confidential, Law Enforcement Labor Services employees and supervisory employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The parties agree that temporary and on-call/intermittent employees are excluded from the bargaining unit.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 EMPLOYER: The City of North Branch.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 REGULAR EMPLOYEE: An employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an ongoing nature.
- 3.5 TEMPORARY EMPLOYEE: An employee who is not a classified bargaining unit position because

the employment is limited by duration or a specific project or task not to exceed six (6) months. Temporary employees are not included in the bargaining unit.

- 3.6 BARGAINING UNIT POSITION: A particular position in the bargaining unit. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.
- 3.7 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 3.8 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse, children, stepchildren, adopted children, grandchildren, parents, grandparents, brothers, sisters, spouse's parents, aunts, uncles, nephews and nieces, and/or other persons as required by law.
- 3.9 DAYS: Unless otherwise indicated, means calendar days.
- 3.10 PROMOTION: A permanent change of an employee from a position in one work classification to a position in another work classification within the bargaining unit with more responsibility or duties and higher compensation.
- 3.11 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification, in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.12 EMERGENCY: A crisis situation or condition, which reasonably may be expected to endanger life or property as, determined by the Employer.
- 3.13 PROBATION PERIOD: Means one (1) year from the employee's date of hire. The probationary period for promoted or reassigned employees will last for six (6) months from date of promotion or reassignment.
- 3.14 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two (2) week notice, provided the employee has not been discharged for misconduct.
- 3.15 OVERTIME: Work performed in excess of an employee's scheduled shift.
- 3.16 WORK WEEK: For the purpose of computing hours worked, the work week is defined as Sunday through Saturday.
- 3.17 ON-CALL INTERMITTENT EMPLOYEE: An employee who is not classified as a Regular or Temporary Employee. On-call/Intermittent employees perform work of a continuous or irregular nature where the work schedule cannot be predicted in advance. On-call/intermittent employees are not included in the bargaining unit until such time that they meet the definition of a Public Employee under PELRA. Temporary employees are not included in the bargaining unit.

ARTICLE 4. UNION RIGHTS

In recognition of the Union as the exclusive representative, the Employer shall:

- 4.1 The Union will obtain written authorization from the employee for the deduction from wages of union dues established by the Union.
- 4.2 The Employer will deduct the amount authorized by the employee and remit the amount to the appropriate designated officer for the Union commencing no later than thirty-one (31) days with proper employee authorization.
- 4.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice.
- 4.4 The Union agrees to indemnify and hold harmless the Employer against any claims, suits, order, or judgments brought or issued against the Employer under the provisions of this Article.
- 4.5 The Employer shall make available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business, provided it does not interfere with City functions.
- 4.6 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to establish work schedules; to demote, suspend, discipline, or discharge personnel for just cause; to lay off or relieve employees due to lack of work or other reasons; to enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of the bargaining unit; to take all actions necessary to carry out the operations of the Employer in an emergency; to assign duties, tasks and jobs, and to perform any inherent, managerial function not specifically limited by this Agreement. All rights or authorities of the Employer not officially abridged, delegated, or modified herein are retained by the Employer.
- 5.2 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 5.3 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives, and orders, provided that such rules, regulations, and orders are not directly inconsistent with the provisions of this Agreement.

ARTICLE 6. SAVINGS CLAUSE

This Agreement is subject to the law. In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, or administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

ARTICLE 7. EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

- 7.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor. The designated supervisor shall also be notified when the aggrieved employee and the Union representative resume duties.
- 7.4 Step 1. The employee shall, in writing, present the grievance to the Department Head within fifteen (15) days after the event. The Department Head shall discuss the grievance with the employee and answer the grievance within fifteen (15) days after receipt of the grievance. Failure to present the grievance within such period shall be deemed a waiver of the grievance. Should the grievance involve the Department Head, then the employee should proceed directly to Step 2 however, the fifteen (15) day time period shall apply.

Step 2. If the grievance is not resolved in Step 1, it may be appealed to the City Administrator within fifteen (15) days after receipt of the answer from the Department Head. Any grievance not appealed to the City Administrator in writing within this period shall be waived. The grievance must be submitted to the City Administrator in writing, setting forth the facts of the grievance, and the relief sought. The City Administrator shall act on the grievance and provide the employee with a written statement of the City's final position within fifteen (15) days after receipt of the grievance by the City Administrator. If no written statement is provided by the City Administrator, the grievance may be appealed to Step 3.

Step 3. If the grievance is not resolved in Step 2, it may be appealed to the City Council within fifteen (15) days after receipt of the answer from the City Administrator. Any grievance not appealed to the City Council within this period shall be waived. The appeal will be placed on the agenda for the next regularly scheduled meeting of the City Council in accordance with the Minnesota Open Meeting Law. The employee and a representative of the employee shall have the right to appear before the Council at this meeting. A final ruling on the grievance shall be made by a majority of the City Council

members within thirty (30) days after receipt of the grievance.

Step 3A. Mediation. The Employer and the Union, by mutual agreement, may utilize a grievance mediation process in an attempt to resolve a grievance before going to arbitration. The objective of mediation is to find a mutually satisfactory resolution to the dispute. The parties shall mutually choose a mediator or have a mediator assigned by the Bureau of Mediation Services.

Step 4. A grievance unresolved in Step 3 may be appealed by the Union to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. A request for arbitration shall be made within fifteen (15) days upon notification of the complaint under Step 3. Failure to appeal within this time period shall be deemed a waiver of the complaint. The Union must contact the Employer within thirty (30) days of receipt of a list of arbitrators in order to strike arbitrators.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services a list of seven arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name the question will be decided by the flip of a coin.

- A. 7.5 Arbitrator's Authority The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the express terms of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) days following the close of the hearing on the submission of briefs by the parties, whichever be later; unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
 - B. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. If both parties desire a verbatim record of proceedings, the cost shall be shared equally.
- 7.6 WAIVER. If a grievance is not presented within the time limits set forth above, or does not otherwise comply with the procedural requirements of this Article, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal, thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.
- 7.7 CHOICE OF REMEDY. It is specifically understood that any matters governed by statutory or regulatory provisions, except as expressly provided for in this Agreement, shall not be considered

grievances under this Agreement. In the event that more than one procedure is available for resolution of a dispute arising from any provisions covered by this Agreement, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. If the aggrieved employee(s) utilizes a procedure other than the grievance procedure herein, then the employee is precluded from appealing under this procedure. If the employee utilized this procedure, then the employee is precluded from appealing under another procedure. Employees may use both this grievance procedure and a statutory procedure to the extent it is required by state or federal law.

ARTICLE 8. DISCIPLINE

8.1 Disciplinary Action Steps.

- A. The Employer will discipline regular employees for just cause only. Discipline will be one (1) or more of the following forms but need not be progressive depending on the severity of the offense:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion;
 - e) discharge.
- B. Suspensions, demotions and discharges will be in written form.
- C. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- D. Employees may examine their own individual personnel files at reasonable times under direct supervision of the Employer.
- E. Employees subject to the discipline may request to have a Union representative present at such questioning.
- F. Grievances related to suspension or discharge shall be initiated by the Union in Step 2 of the Grievance Procedure under Article 8.
- G. Oral reprimands are not subject to the grievance procedure.

ARTICLE 9. JOB SAFETY/TRAINING

The time an employee spends attending training, approved by the City Administrator shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

ARTICLE 10. WORK SCHEDULES

The sole authority in work schedules is the Employer. The normal workweek shall be forty (40) hours for full-

time employees. Employees shall be allowed two (2) paid fifteen (15) minute breaks in each shift. Also, employees shall receive one (1) unpaid thirty (30) minute lunch period per shift. Breaks and lunch periods may be combined at the employer's discretion.

ARTICLE 11. OVERTIME/COMP TIME

- 11.1 Non-Exempt Employees authorized overtime work shall be compensated with compensatory time off or pay on the basis of one and one-half (1½) hours for each hour of overtime worked over forty (40) hours per week, including holiday hours and paid leave hours as hours worked.
- 11.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 11.3 Credit for overtime hours worked (pay and/or compensatory time off) shall only be given upon receipt of supervisor approved documentation as to the purpose and need for the overtime and must be approved by the City Administrator.

ARTICLE 12. SENIORITY

- 12.1 Definition: Seniority will be determined by an employee's length of continuous service with the Employer and posted in an appropriate location. Seniority rosters may be maintained by the Employer on the basis of time in the current position. Seniority shall terminate when an employee is separated from employment. Seniority shall not accrue during a period of layoff, during a period of unpaid leave of absence, or during a period in which an employee is on strike.
- 12.2 Probationary Employees: During the probationary period, an employee may be discharged at the sole discretion of the Employer. The discharge would not be subject to the grievance procedure.
- 12.3 Layoff: If the Employer should layoff any employee(s) at the City for any reason, the following conditions shall apply:
 - A. The Employer shall determine the bargaining unit position which is to be eliminated, provided, however, that temporary or on-call/intermittent employees holding the particular position that is the subject of layoff should be laid off before regular employees.
 - B. In determining layoffs, the Employer shall consider the respective abilities of employees to perform the work in the position that is subject to layoff. In instances of equal abilities to perform, as determined by the Employer, seniority shall govern. The Employer shall give written notice to the employee to be laid off with a copy to the Union at least ninety (90) calendar days prior to the effective date of the layoff whenever practicable.
- 12.4 Recall:
 - A. Employees laid off from a bargaining unit position shall be recalled to the same vacant bargaining unit position in the order of their seniority.
 - B. An employee on lay-off shall be notified of recall by personal notice (receipted) or certified mail (return receipt requested) sent to the employee's last known address at least fourteen

(14) days prior to the reporting date. The employee shall notify the Employer of intent to return to work and shall report to work on the reporting date specified by the Employer unless the Employer in writing has agreed to other arrangements. If the employee does not return to work within ten (10) days of notice of recall, the employee shall be deemed to have terminated employment with the City. Right to recall to the same vacant bargaining unit position shall exist for twelve (12) months after the employee's last date of layoff.

- C. It shall be the responsibility of the employee to keep the City advised of their current mailing address.

12.5 Temporary Call Back:

- A. Notwithstanding the provision of this Agreement covering a recall, the Employer may call back laid off employees to perform available work that is of an emergency nature.
- B. The provisions of Section 12.4(A) above shall apply to all callbacks of an emergency nature.
- C. The refusal by an employee to accept a temporary assignment, or the Employer's inability to contact an employee in any manner other than prescribed in Section 12.4(8) above, shall not be considered a refusal to accept recall from layoff.
- D. Time worked during a callback shall extend the employee's status on the recall list referred to in Section 12.4 (B) for a time equal to the duration of temporary employment.

- 12.6 Vacancies: Job vacancies will be posted by the Employer in the department and/or advertised in such locations as may be necessary or appropriate for the position for which candidates are sought. When filling vacancies, supervisors may consider candidates who have applications previously submitted and on file with the City and may consider current city employees who possess the necessary qualifications for the position. A current City employee hired for another position with the City will be on probation for six (6) months, during which time the employee may be returned to their former position upon the request of the employee, without loss of seniority.

ARTICLE 13. COMPENSATION

- 13.1 Rates Of Pay: Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this Agreement.
- 13.2 Meals: Employees will be reimbursed for meals according to current Financial Policy. In the event an employee is eligible for meals and lodging reimbursement, such employee shall be compensated at the cost actually incurred providing such cost is reasonable. The employee must keep all receipts of expenditures. Reimbursements for meals will not be granted without receipts.

ARTICLE 14. PERSONAL TIME OFF

The Article provides for employee personal time off (PTO), including sickness and vacations.

PTO is authorized absence from duty.

Regular full-time employees are eligible for Personal Time Off. Regular part-time employees are eligible for prorated PTO in accordance with the PTO Schedule.

The following schedule provides information regarding PTO. Months of service are calculated from the anniversary date of employment.

Full-Time Employee PTO Accrual Schedule

Months	Accrual Annualized (Hrs.)	Accrual per Pay Period (Hrs.)
0-60	168	6.46
61-120	192	7.38
121-180	216	8.31
181-240	240	9.23
241+	264	10.15

The above schedule is applicable to employees working 32 hours a week or more.

Part-Time Employee PTO Accrual Schedule

Average Hours per Week	Accrual per Pay Period (Hrs.)
Less than 15	1.00
15-19	2.00
20-31.5	4.00

The above schedule is applicable to employees working less than 32 hours per week.

Benefit year for PTO is January 1st through December 31st. Full-time employees may carry over a maximum of four hundred (400) hours of PTO from benefit year to benefit year. Part-time employees maximum carry-over will be prorated and based on their number of hours worked.

All employees must receive permission from the department head or City Administrator for all scheduled PTO. For PTO in excess of three (3) days, the employee must get permission at least ten (10) working days prior to taking scheduled PTO. If more than three (3) days of unscheduled PTO is used, the department head shall inquire into the employee's absence and the employee shall cooperate in authorizing the department head to obtain any necessary records to validate the unscheduled absence.

Any employee leaving the service of the City in good standing will be compensated 100% for PTO accrued to the day of separation. Such pay for accumulated PTO will be at the same rate as the hourly rate of the employee's base salary.

Flex Leave and PTO may not be used to extend an employee's actual termination date.

When a paid holiday falls on a working day during an employee's PTO the day of the holiday will not be counted as a day of PTO.

One (1) day of PTO shall equal eight (8) hours for full-time employees.

In the case of disability from a work-related disease or injury for which Worker's Compensation benefits are available, an employee may elect to use PTO benefits rather than Worker's Compensation benefits by notifying the City Administrator of their election. Employees may elect to receive Worker's Compensation benefits. They may also use PTO to the extent necessary to increase their income to their net wage prior to the injury or onset of the disease.

ARTICLE 15. LEAVES OF ABSENCE

- 15.1 Military Leave. Any military leave of absence shall be handled as provided by-law.
- 15.2 Jury Duty. Employees required to serve on jury duty will be compensated by the Employer for the difference between the employee's regular rate of pay and the amount paid for jury duty.
- 15.3 Parenting Leave. Unpaid parenting leave is available to employees pursuant to law.
- 15.4 Union Business. The City agrees to compensate employees for all lost wages during the employee's normal work schedule while employee is off on approved Union business. The Local Union agrees to reimburse the City within 30 days after receiving the billing.
- 15.5 Funeral Leave. Full time employees will be granted twenty-four (24) hours paid leave (8 hours per day for 3 days) for the death of an immediate family member, which may be used to make arrangements for or attend funeral services or a memorial, or address financial or legal matters, and/or other purposes if required by law, that arise after the death of such immediate family member. Up to four (4) hours paid leave will be granted an employee for pallbearer, honorary pallbearer, or military services such as veteran's organizations.

ARTICLE 16. INSURANCE

- 16.1 The Employer will provide health and dental insurance to employees working 30 or more hours per week. The Employer will contribute up to the following amounts on a monthly basis. Any premium costs above the maximum amount will be paid by the employee. As described below, for each year of this Agreement, effective January 1 of each respective year, the Employer will contribute (1) up to the below maximum employer contribution amounts toward insurance; and (2) the below employer contribution amounts to an HRA/HSA account, or alternative Employer-approved account. Any premium costs above the maximum amount will be paid by the employee. Employees can decline health and/or dental coverage. Employees opting out of city health or dental insurance coverage will not receive any contributions towards their costs or premiums associated with an outside plan.

Employer Contributions in 2025, 2026, and 2027

Year	Type	Maximum Employer Contribution Amount (Monthly)	Employer HSA/HRA Contribution Amount (Annual)
2025	Single	\$780	\$1,500
	Family	\$1685	\$2,000
2026	Single	\$819	\$1,500
	Family	\$1769	\$2,000
2027	Single	\$860	\$1,500
	Family	\$1857	\$2,000

- 16.2 Any reduction in aggregate insurance value will be negotiated with the Union.
- 16.3 LIFE INSURANCE: For full-time employees, the Employer will provide a life insurance policy with a death benefit of \$50,000 or the maximum benefit available for employees aged 65 or older.
- 16.4 LEAVE OF ABSENCE: All Employer-paid benefits, including health insurance, will continue as existing while an employee is on paid leave.
- 16.5 The City will offer Short Term Disability Coverage for employees, and for employees electing to participate in the plan, the premium costs will be paid by the Employer at its expense. The City will offer Long Term Disability Coverage for employees, and for employees electing to participate in the plan, the premium costs will be paid by the Employee through payroll deduction.
- 16.6 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 17. HOLIDAYS

Recognized Holidays. Holidays include the following:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

Employees working 32 hours or more per week and not required to work on a designated holiday will receive full pay for eight (8) hours for each holiday listed provided the employee is on compensated payroll status the last assigned workday preceding the holiday, and the first assigned work day following the holiday. Exempt employees who are required to work on a holiday will receive flex-time for that day at a 1:1 ratio.

Whenever a holiday falls on a Sunday, the following Monday will be considered the holiday. Whenever a holiday falls on a Saturday, the preceding Friday will be considered the holiday. This provision shall not apply to those employees regularly required to work on Saturdays and/or Sundays; provided, however, that all eligible employees shall receive the same number of holidays.

Holiday pay for those employees working less than 32 hours per work (prorated schedule)

Employees who fall into this category, the average hours will be based on the previous year's total hours worked, divided by 52, PTO usage WILL NOT count towards the total number of hours.

15-19 hours per week- 4.0 hours per holiday

20-31 hours per week- 6.0 hours per holiday

Each December, the City will calculate the previous year's hours worked and existing employees will be placed into the accrual level for the upcoming year.

New part time employees working 15 hours or more as a general rule will earn holidays at 4.0 hours per pay cycle for their first year of employment until their hours are reflective of the previous year.

All holidays will be paid on the holiday and not on the alternate day of observance for City employees. Any hour worked on the holiday will be paid at 1 ½ times the employees regular rate of pay for actual hours worked.

ARTICLE 18. UNIFORMS

The Employer will provide up to Three Hundred Dollars (\$300) per year per employee for the purchase of other work related clothing bearing the City logo where the Employer requires the wearing of such clothing and safety boots for the Public Works Director. The employee will provide the Employer with a copy of the purchase invoice. The Employer will provide all OSHA required florescent winter and summer outerwear as required for positions.

ARTICLE 19. TUITION REIMBURSEMENT

The Employer will reimburse employees one hundred percent (100%) of the costs for tuition and books for courses pre-approved by the City Administrator based on available funding and job relatedness. The employee must receive a letter grade of "C" or better or "Pass" on a pass/fail grade system to qualify for tuition reimbursement. An employee must have completed the probationary period to be eligible for tuition reimbursement. Tuition reimbursement may not exceed \$1,000 per employee in a given calendar year, or \$5,000 during the course of an employee's employment with the Employer.

ARTICLE 20. POLITICAL ACTION COMMITTEE

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay to NATIONAL D.R. I.V. E. (Democratic Republican Independent Voter Education.)

ARTICLE 21. WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement, although such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contact was negotiated or executed.

ARTICLE 22. DURATION

This Agreement shall be in effect from January 1, 2025 through December 31, 2027.

IN WITNESS THEREOF, the parties hereto have set their signatures.

THE CITY OF NORTH BRANCH

TEAMSTERS LOCAL #320

Mayor

Business Agent

City Administrator

Union Steward

Union Steward

Appendix A. Steps and Base Pay by Job Classification

Effective January 1 of each year, the City will provide bargaining unit employees a general wage increase of 3% in 2025, 3.5% in 2026, and 3.25% in 2027. The Step 1 will generally be the rate applicable at the time of hire and for the duration of the employee's probationary period, unless otherwise determined by the City. Step 2 will be advanced upon successful completion of the probationary period. Step 3 will be advanced one year after the end of the period of probation.

2025			
Job Classification	Step 1	Step 2	Step 3
	Hourly		
Liquor Store Clerk	\$ 15.48	\$ 16.97	\$ 18.46
Liquor Store Lead Clerk	\$ 22.16	\$ 24.27	\$ 26.36
Annualized			
Police Department Administrative Assistant	\$ 53,877.24	\$ 59,014.88	\$64,152.52
Administrative Specialist	\$ 53,877.24	\$ 59,014.88	\$64,152.52
Utility Billing Clerk	\$ 53,877.24	\$ 59,014.88	\$64,152.52
Liquor Store Assistant Manager	\$ 59,302.25	\$ 65,570.83	\$71,841.47
Building Permit Technician	\$ 59,302.25	\$ 65,570.83	\$71,841.47
Account Technician	\$ 65,570.83	\$ 71,841.47	\$78,104.90
Police Department Office Manager	\$ 65,570.83	\$ 71,841.47	\$78,104.90
Building Inspector/Code Enforcement Officer	\$ 65,570.83	\$ 71,841.47	\$78,104.90
City Clerk	\$ 74,984.00	\$ 82,118.19	\$89,080.99
City Planner	\$ 74,984.00	\$ 82,118.19	\$89,080.99
Accountant	\$ 81,170.18	\$ 88,949.77	\$96,728.33
General Wage Increase	3.00%		

2026			
Job Classification	Step 1	Step 2	Step 3
	Hourly		
Liquor Store Clerk	\$ 16.02	\$ 17.57	\$ 19.10
Liquor Store Lead Clerk	\$ 22.93	\$ 25.12	\$ 27.28
Annualized			
Police Department Administrative Assistant	\$ 55,762.94	\$ 61,080.40	\$ 66,397.86
Administrative Specialist	\$ 55,762.94	\$ 61,080.40	\$ 66,397.86
Utility Billing Clerk	\$ 55,762.94	\$ 61,080.40	\$ 66,397.86
Liquor Store Assistant Manager	\$ 61,377.83	\$ 67,865.81	\$ 74,355.92
Building Permit Technician	\$ 61,377.83	\$ 67,865.81	\$ 74,355.92
Account Technician	\$ 67,865.81	\$ 74,355.92	\$ 80,838.57
Police Department Office Manager	\$ 67,865.81	\$ 74,355.92	\$ 80,838.57
Building Inspector/Code Enforcement Officer	\$ 67,865.81	\$ 74,355.92	\$ 80,838.57
City Clerk	\$ 77,608.44	\$ 84,992.33	\$ 92,198.83
City Planner	\$ 77,608.44	\$ 84,992.33	\$ 92,198.83
Accountant	\$ 84,011.14	\$ 92,063.01	\$ 100,113.82

General Wage Increase	3.50%
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2027			
Job Classification	Step 1	Step 2	Step 3
	Hourly		
Liquor Store Clerk	\$ 16.54	\$ 18.14	\$ 19.72
Liquor Store Lead Clerk	\$ 23.68	\$ 25.93	\$ 28.17
Annualized			
Police Department Administrative Assistant	\$ 57,575.24	\$ 63,065.51	\$ 68,555.79
Administrative Specialist	\$ 57,575.24	\$ 63,065.51	\$ 68,555.79
Utility Billing Clerk	\$ 57,575.24	\$ 63,065.51	\$ 68,555.79
Liquor Store Assistant Manager	\$ 63,372.61	\$ 70,071.45	\$ 76,772.49
Building Permit Technician	\$ 63,372.61	\$ 70,071.45	\$ 76,772.49
Account Technician	\$ 70,071.45	\$ 76,772.49	\$ 83,465.83
Police Department Office Manager	\$ 70,071.45	\$ 76,772.49	\$ 83,465.83
Building Inspector/Code Enforcement Officer	\$ 70,071.45	\$ 76,772.49	\$ 83,465.83
City Clerk	\$ 80,130.71	\$ 87,754.58	\$ 95,195.29
City Planner	\$ 80,130.71	\$ 87,754.58	\$ 95,195.29
Accountant	\$ 86,741.50	\$ 95,055.06	\$ 103,367.52

General Wage Increase	3.25%
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LABOR AGREEMENT

BETWEEN

CITY OF NORTH BRANCH



AND

MINNESOTA
MINNESOTA TEAMSTERS PUBLIC AND
LAW ENFORCEMENT EMPLOYEES' UNION,
LOCAL NO. 320
(ESSENTIAL SUPERVISORS UNIT)



January 1, 2025 - December 31, 2027

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ARTICLE 1. PURPOSE OF AGREEMENT

This AGREEMENT is entered into between The City of North Branch, hereinafter called the Employer, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the Union. The intent and purpose of this Agreement is to:

- 1.1 Establish certain hours, wages, and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 2. RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative under Minnesota Statutes, Section 179A.03 Subd. 8 for:

All essential supervisors employed by the City of North Branch, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including the Employer's Deputy Clerk/IT Coordinator and GIS/Planning Specialist, but excluding confidential and all other city employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.
- 2.3 The parties agree that temporary and on-call/intermittent employees are excluded from the bargaining unit.

ARTICLE 3. DEFINITIONS

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 EMPLOYER: The City of North Branch.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 REGULAR EMPLOYEE: An employee who is regularly scheduled for a set number of hours per week. The work he or she performs is of an ongoing nature.

- 3.5 TEMPORARY EMPLOYEE: An employee who is not a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed six (6) months. Temporary employees are not included in the bargaining unit.
- 3.6 ON-CALL/INTERMITTENT EMPLOYEE: All employees who are not classified as Regular or Temporary Employees. On-call/intermittent employees perform work of a continuous or irregular nature where the work schedule cannot be predicted in advance. On-call/intermittent employees are not included in the bargaining unit.
- 3.7 BARGAINING UNIT POSITION: A particular position in the bargaining unit. A bargaining unit position does not include a position which is created merely to address an overload or emergency situation or is otherwise intended to be limited in duration.
- 3.8 BASE PAY RATE: The employee's hourly rate exclusive of any special allowances.
- 3.9 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse; any person required by law; and the following of the employee or employee's spouse: children, step children, adopted children, grandchildren, parents, grandparents, brothers, sisters, parents, aunts, uncles, nephews and nieces.
- 3.10 DAYS: Unless otherwise indicated, means calendar days.
- 3.11 PROMOTION: A permanent change of an employee from a position in one work classification to a position in another work classification within the bargaining unit with more responsibility or duties and higher compensation.
- 3.12 TRANSFER: A change of employee from one position to another position in the same work classification or to another work classification, in the same compensation range within the bargaining unit, usually involving the performance of similar duties and requiring essentially the same basic qualifications.
- 3.13 EMERGENCY: A crisis situation or condition, which reasonably may be expected to endanger life or property as, determined by the Employer.
- 3.14 PROBATION PERIOD: Means one (1) year from the employee's date of hire. The probationary period for promoted or reassigned employees will last for six (6) months from date of promotion or reassignment.
- 3.15 RESIGNATION IN GOOD STANDING: An employee leaving service with the Employer after giving a two (2) week notice, providing the employee has not been discharged for misconduct.

ARTICLE 4. UNION RIGHTS

In recognition of the Union as the exclusive representative the Employer shall:

- 4.1 The Union will obtain written authorization from the employee for the deduction from wages of union dues established by the Union.

- 4.2 The Employer will deduct the amount authorized by the employee and remit the amount to the appropriate designated officer for the Union commencing no later than thirty-one (31) days with proper employee authorization.
- 4.3 The Union may designate certain employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice. There shall be no more than one (1) union steward at a given time.
- 4.4 The Union agrees to indemnify and hold harmless the Employer against any claims, suits, order, or judgments brought or issued against the Employer under the provisions of this Article.
- 4.5 The Employer shall make available to the Union mutually agreed upon facilities at reasonable times for the purposes of conducting Union business provided it does not interfere with City functions.
- 4.6 The Employer agrees to make space available on the Employer bulletin board for the posting of official Union notice(s) and announcements.

ARTICLE 5. EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish or discontinue functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to schedule working hours and assign overtime; to select, direct and determine the number of personnel; to establish work schedules; to demote, suspend, discipline or discharge personnel for just cause; to lay off or relieve employees due to lack of work or other reasons; to enforce reasonable rules and regulations; to contract with vendors or others for goods and/or services including the right to subcontract any or all functions performed by members of the bargaining unit; to take all actions necessary to carry out the operations of the Employer in an emergency; to assign duties, tasks and jobs, and to perform any inherent, managerial function not specifically limited by this Agreement. All rights or authorities of the Employer not officially abridged, delegated, or modified herein are retained by the Employer. The Employer has the right to hire an employee at any step within the salary range.
- 5.2 The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 5.3 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules, policies, regulations, directives and orders, provided that such rules, regulations and orders are not directly inconsistent with the provisions of this Agreement.

ARTICLE 6. SAVINGS CLAUSE

This Agreement is subject to the law. In the event that any provision of this Agreement shall be held to be contrary to the law by a Court of competent jurisdiction or administrative agency from whose final judgment or decree no appeal is made within the time provided, or administrative ruling or is in violation of legislation or administrative regulations, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provisions shall be renegotiated upon written request of either party.

ARTICLE 7. EMPLOYEE RIGHTS/GRIEVANCE PROCEDURE

- 7.1 A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representative. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit. The Union shall notify the Employer in writing of the names of such Union, representatives and of their successors when so designated.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union representative shall be allowed a reasonable amount of time without loss in, pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Union representative have notified and received the approval of the designated supervisor. The designated supervisor shall also be notified when the aggrieved employee and the Union representative resume duties.
- 7.4 Step 1. The employee shall, in writing, present the grievance to the City Administrator within fifteen (15) days after the event. The City Administrator shall discuss the grievance with the employee and answer the grievance within fifteen (15) days after receipt of the grievance. Failure to present the grievance within such period shall be deemed a waiver of the grievance. Should the grievance involve the City Administrator, then the employee should proceed directly to Step 2 however, the fifteen (15) day time period shall apply.

Step 2. If the grievance is not resolved in Step 1, it may be appealed to the City Council within fifteen (15) days after receipt of the reply from the City Administrator. Any grievance not appealed to the City Council within this period shall be waived. The appeal will be placed on the agenda for the next regularly scheduled meeting of the City Council in accordance with the Minnesota Open Meeting Law. The employee and a representative of the employee shall have the right to appear before the Council at this meeting. A final ruling on the grievance shall be made by a majority of the City Council members within thirty (30) days after receipt of the grievance.

Step 3. Mediation. A grievance unresolved in Step 2 appealed to Step 3 shall be submitted to mediation with the Bureau of Mediation Services.

Step 4. A grievance unresolved in Step 2 or Step 3 may be appealed by the Union to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. A request for arbitration shall be made within fifteen (15) days upon notification on the complaint under Step 3. Failure to appeal within this time period shall be deemed a waiver of the complaint. The Union must contact the Employer within thirty (30) days of receipt of a list of arbitrators in order to strike arbitrators.

The Union and the Employer will endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Union and the Employer are unable to agree on an arbitrator, they may request from the Commissioner of the Bureau of Mediation Services a list of seven arbitrators. The parties will alternately strike names from the list of arbitrators until only one (1) name remains. The remaining arbitrator will hear and decide the grievance. If the parties are unable to agree on who will strike the first name the question will be decided by the flip of a coin.

7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the express terms of this Agreement. The arbitrator shall consider and decide only the issue(s) submitted by the Employer and the Union in writing and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted to both parties in writing within thirty (30) day following the close of the hearing on the submission of briefs by the parties, whichever be later; unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, provided it pays for the record. If both parties desire a verbatim record of proceedings the cost shall be shared equally.

- 7.6 Waiver. If a grievance is not presented, within the time limits set forth above, or does not otherwise comply with the procedural requirements of this Article, it shall be considered "waived". If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal, thereof, within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each Step may be extended by mutual written agreement of the Employer and the Union.

- 7.7 Choice of Remedy. If the event giving rise to the grievance is appealed to any procedure other than the grievance procedure in this Article at any time, such as Veteran's Preference, the matter is not subject to the grievance procedure in this Article nor arbitration under such procedure, to the extent permitted by law.

ARTICLE 8. DISCIPLINE

- 8.1 The Employer will discipline regular employees for just cause only. In reviewing whether just cause exists for any discipline imposed by the Employer, the Arbitrator shall give full weight and consideration to the fact that the Employee is a Department Head and leader of other employees, that he/she is a part of management, that he/she is highly visible in the community, and that subject determinations by the Employer are inherently associated with leadership positions of this nature. The Arbitrator shall give full weight and consideration to the Employer's determinations relating to the employee's effectiveness in the performance of his/her duties.
- 8.2 Disciplinary Action Steps.
- A. The Employer will discipline for just cause only. Discipline will be one (1) or more of the following forms but need not be progressive depending on the severity of the offense:
 - a) oral reprimand;
 - b) written reprimand;
 - c) suspension;
 - d) demotion;
 - e) discharge.
 - B. Suspensions, demotions and discharges will be in written form.
 - C. Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
 - D. Employees may examine their own individual personnel files at reasonable times under direct supervision of the Employer.
 - E. Employees subject to the discipline may request to have a Union representative present at such questioning.
 - F. Grievances related to suspension or discharge shall be initiated by the Union in Step 2 of the Grievance Procedure under Article 8.
 - G. Oral reprimands are not subject to the grievance procedure.

ARTICLE 9. JOB SAFETY/TRAINING

The time an employee spends attending training, approved by the City Administrator shall be considered working hours for the purpose of computing wages and other benefits provided by this Agreement.

ARTICLE 10. WORK SCHEDULES

- 10.1 The Employee agrees that he or she will faithfully and to the best of their ability carry out the duties and responsibilities of his or per position. In exchange, the employee will receive a weekly salary. The employees of this bargaining unit are exempt employees under the Fair Labor Standards Act and are not compensated for overtime. Except as provided in this Agreement, covered employees are not awarded additional compensation for work performed above and beyond the minimum expectations of the position held by such employee.
- 10.2 It is expected that the employee will devote such time and effort on such a schedule as deemed reasonable and necessary to carry out the functions of his or her department. The normal work week for all employees covered by this Agreement shall consist of five (5) full days within each seven (7) calendar day period. The normal work week shall consist of forty (40) hours, and an employee's workload shall be based on a forty (40) hour work week. The Parties recognize that will work performed by bargaining unit employees may require work beyond the normal eight (8) hours of work per day, and may require them to work at irregular times, and work night and on holidays and weekends. Therefore, maintaining consistent starting and quitting times and scheduling specific numbers of hours to be worked in any day or week may be impossible. Accordingly, where their assigned duties and responsibilities permit (as determined by the individual employee and the City Administrator), employees may exercise reasonable and prudent discretion in scheduling or varying the times at which their work is performed, including working longer days in exchange for working shorter days in the same pay cycle, provided that at all times, the employee remains available (via phone, email, text or otherwise) to his or her staff who may be working on a different schedule. If an employee is required to work an extraordinary number of hours within pay cycle due to a specific project, with the approval of City Administrator, the employee can work less than 40 hours in a subsequent pay cycle without having to use PTO for that absence. Except as indicated above, time off from work will be reported as PTO hours and such time will be deducted from the employee's accrued PTO balance.

ARTICLE 11. COMPENSATION

- 11.1 Rates Of Pay: Employees covered by this Agreement shall be compensated in accordance with the Salary Schedule marked "Appendix A" attached hereto and made a part of this Agreement.
- 11.2 Meals: Employees will be reimbursed for meals according to current Personnel Policy. In the event an employee is eligible for meals and lodging reimbursement, such employee shall be compensated at the cost actually incurred providing such cost is reasonable. The employee must keep all receipts of expenditures. Reimbursements for meals will not be granted without receipts.

- 11.3 Director of Public Works and Utilities Stipend: For snow and/or ice events, the Director of Public Works and Utilities shall be paid additional compensation at an hourly rate, calculated from and in addition to the Director's weekly salary basis, for up to four hours of work. Additional hours are subject to City Administrator approval.

ARTICLE 12. PERSONAL TIME OFF (PTO)

The Article provides for employee personal time off, including sickness and vacations.

- 12.1 Personal Time Off is authorized absence from duty.

Regular full-time employees are eligible for Personal Time Off. Regular part-time employees are eligible for prorated Personal Time Off in accordance with the Personal Time Off Schedule.

The following chart provides information regarding Personal Time Off. Years of service are calculated from the anniversary date of employment

Personal Time Off Schedule for those employees working 32 hours a week or more

<u>Completed Months Of Service</u>	<u>Personal Time</u>
0-60	168 hours per year
61-120	192 hours per year
121-180	216 hours per year
181-240	240 hours per year
241+	264 hours per year

Benefit year for Personal Time Off is January 1st through December 31st. Full-time employees may carry over a maximum of four hundred (400) hours of Personal Time Off from benefit year to benefit year. Part-time employees maximum carry-over will be prorated and based on their number of hours worked.

All employees must receive permission from the department head or City Administrator for all scheduled Personal Time Off. For Personal Time Off in excess of three (3) days, the employee must get permission at least ten (10) working days prior to taking scheduled Personal Time Off. If more than three (3) days of unscheduled Personal Time Off is used, the department head shall inquire into the employee's absence and the employee shall cooperate in authorizing the department head to obtain any necessary records to validate the unscheduled absence.

Any employee leaving the service of the City in good standing will be compensated 100% for Personal Time Off accrued to the day of separation. Such pay for accumulated Personal Time Off will be at the same rate as the hourly rate of the employee's base salary.

Personal Time Off may not be used to extend an employee's actual termination date.

When a paid holiday falls on a working day during an employee's Personal Time Off the day of the holiday will not be counted as a day of Personal Time Off.

One (1) day of Personal Time Off shall equal eight (8) hours for full-time employees.

In the case of disability from a work-related disease or injury for which Worker's Compensation benefits are available, an employee may elect to use Personal Time Off benefits rather than Worker's Compensation benefits by notifying the City Administrator of their election. Employees may elect to receive Worker's Compensation benefits. They may also use Personal Time Off to the extent necessary to increase their income to their net wage prior to the injury or onset of the disease.

ARTICLE 13. LEAVES OF ABSENCE

- 13.1 Military Leave. Any military leave of absence shall be handled as provided by-law.
- 13.2 Jury Duty. Employees required to serve on jury duty will be compensated by the Employer for the difference between the employee's regular rate of pay and the amount paid for jury duty.
- 13.3 Parenting Leave. Unpaid parenting leave is available to employees pursuant to law.
- 13.4 Union Business. The City agrees to compensate employees for all lost wages during the employee's normal work schedule while employee is off on approved Union business. The Local Union agrees to reimburse the City within 30 days after receiving the billing.

ARTICLE 14. FUNERAL LEAVE

Full time employees will be granted twenty-four (24) hours paid leave (8 hours per day for 3 days) for the death of an immediate family member, which may be used to make arrangements for or attend funeral services or a memorial, or address financial or legal matters, and/or other purposes if required by law, that arise after the death of such immediate family member. Up to four (4) hours paid leave will be granted an employee for pallbearer, honorary pallbearer, or military services such as veteran's organizations.

ARTICLE 15. INSURANCE

- 15.1 The Employer will provide health and dental insurance to employees working 30 or more hours per week. The Employer will contribute up to the following amounts on a monthly basis. Any premium costs above the maximum amount will be paid by the employee. As described in Table 1 below, for each year of this Agreement, effective January 1 of each respective year, the Employer will contribute (1) up to the below maximum employer contribution amounts toward insurance; and (2) the below employer contribution amounts to an HRA/HSA account, or alternative Employer-approved account. Any premium costs above the maximum amount will be paid by the employee. Employees can decline health and/or dental coverage. Employees opting out of city health or dental insurance coverage will not receive any contributions towards their costs or premiums associated with an outside plan.

Table 1. Employer Contributions in 2025, 2026, and 2027

Year	Type	Maximum Employer Contribution Amount (Monthly)	Employer HSA/HRA Contribution Amount (Annual)
2025	Single	\$780	\$1,500
	Family	\$1685	\$2,000
2026	Single	\$819	\$1,500
	Family	\$1769	\$2,000
2027	Single	\$860	\$1,500
	Family	\$1857	\$2,000

- 15.2 Any reduction in aggregate insurance value will be negotiated with the Union.
- 15.3 LIFE INSURANCE: For full-time employees, the Employer will provide a life insurance policy with a death benefit of \$50,000 or the maximum benefit available for employees aged 65 or older.
- 15.4 LEAVE OF ABSENCE: All Employer-paid benefits, including health insurance, will continue as existing while an employee is on paid leave.
- 15.5 The City will offer Short Term Disability Coverage for employees, and for employees electing to participate in the plan, the premium costs will be paid by the Employer at its expense. The City will offer Long Term Disability Coverage for employees, and for employees electing to participate in the plan, the premium costs will be paid by the Employee through payroll deduction.
- 15.6 In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

ARTICLE 16. HOLIDAYS

Recognized Holidays. Holidays include the following:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

New Year's Eve

December 31st

Employees not required to work on a designated holiday will receive full pay for eight (8) hours for each holiday listed provided the employee is on compensated payroll status the last assigned workday preceding the holiday, and the first assigned work day following the holiday. Exempt employees who are required to work on a holiday will receive "Flex-Time" for that day at a 1:1 ratio and must be used by the end of the year.

For Liquor Store Employees who are required to work on Christmas Eve, New Year's Eve, or New Year's Day, such employees will receive Flex Time for that day at a 1:1 ratio. Flex Time accrued on the above-mentioned holidays will be considered an "Exception Flex Day" and must be used within 30 days from the date of the holiday.

Whenever a holiday falls on a Sunday, the following Monday will be considered the holiday. Whenever a holiday falls on a Saturday, the preceding Friday will be considered the holiday. This provision shall not apply to those employees regularly required to work on Saturdays and/or Sundays; provided, however, that all eligible employees shall receive the same number of holidays.

ARTICLE 17. UNIFORMS

- 17.1 The Employer will provide up to Three Hundred Dollars (\$300) per year per employee for the purchase of other work related clothing bearing the City logo where the Employer requires the wearing of such clothing and safety boots for the Director of Public Works and Utilities. The employee will provide the Employer with a copy of the purchase invoice. The Employer will provide all OSHA required florescent winter and summer outerwear as required for positions.
- 17.2 The Employer agrees to provide the Chief of Police with a complete uniform set and all necessary equipment needed to carry out the required duties of a Police Officer for the City of North Branch. All uniforms shall conform with Minnesota State Statute 626.88. The minimum provided shall consist of three (3) summer and three (3) winter uniforms, one (1) summer and one (1) winter jacket, along with necessary headgear and footwear. All badges, insignia, official police identification and other required equipment shall be provided by the City. The City will also provide the Chief of Police a duty weapon, make, model, and caliber shall be subject to approval of the Chief of Police and Employer and shall meet minimum requirements and recommendation set in the law enforcement industry by the IACP and or MN POST. The City will pay P.O.S.T. license fee for the Police Chief.

ARTICLE 18. TUITION REIMBURSEMENT

The Employer will reimburse employees one hundred percent (100%) of the costs for tuition and books for courses pre-approved by the City Administrator based on available funding and job relatedness. The employee must receive a letter grade of "C" or better or "Pass" on a pass/fail grade system to qualify for tuition reimbursement. An employee must have completed the probationary period to be eligible for tuition reimbursement. Tuition reimbursement may not exceed \$1,000 per employee in a given calendar year, or \$5,000 during the course of an employee's employment with the Employer.

ARTICLE 19. POLITICAL ACTION COMMITTEE

Upon receipt of a properly executed voluntary authorization card from an employee, the Employer will deduct from the employee's salary such amounts as the employee authorizes to pay to NATIONAL D.R. I .V. E. (Democratic Republican Independent Voter Education.)

ARTICLE 20. WAIVER

- 20.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.
- 20.2 The parties mutually acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement. The Employer and the Union each voluntarily waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered by this Agreement, although such terms or conditions may not have been within the knowledge or contemplation of either or both of the parties at the time that this contract was negotiated or executed.

ARTICLE 21. MISCELLANEOUS

The Director of Public Works and Utilities shall be allowed the use of a city pickup and the Police Chief shall be allowed the use of a squad car to take home for the purpose of intermittent City use as other positions are referenced in the City Personnel Policy, Section 16, paragraph 9.

ARTICLE 22. DURATION

This Agreement shall be in effect from January 1, 2025 through December 31, 2027.

IN WITNESS THEREOF, the parties hereto have set their signatures.

THE CITY OF NORTH BRANCH

TEAMSTERS LOCAL #320

Mayor Business Agent

City Administrator

Union Steward

Appendix A Wage Scale:

Effective January 1 of each year, the City will provide bargaining unit employees 3% in 2025, 3.5% in 2026, and 3.25% in 2027.

2025			
Job Classification	Step 1	Step 2	Step 3
	Annualized		
Liquor Store Manager	\$77,599.17	\$80,838.52	\$87,752.91
Building Official	\$95,285.30	\$99,452.68	\$103,618.00
City Clerk	\$95,285.30	\$99,452.68	\$103,618.00
Liquor Operations Director	\$109,452.95	\$114,109.58	\$119,745.74
Director of Community Development	\$122,026.16	\$127,234.87	\$133,536.41
Director of Finance	\$124,987.96	\$130,323.10	\$136,777.59
Director of Public Works and Utilities	\$124,398.23	\$129,708.08	\$141,591.98
Chief of Police	\$130,812.89	\$136,386.03	\$143,128.55

General Wage Increase	3.00%
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Market Adjustments	%
Director of Finance	2.5%
Director of Public Works and Utilities	2.0%
Chief of Police	3.5%

2026			
Job Classification	Step 1	Step 2	Step 3
	Annualized		
Liquor Store Manager	\$80,315.14	\$83,667.87	\$90,824.26
Building Official	\$98,620.29	\$102,933.52	\$107,244.63
City Clerk	\$98,620.29	\$102,933.52	\$107,244.63
Liquor Operations Director	\$113,283.80	\$118,103.42	\$123,936.84
Director of Community Development	\$126,297.08	\$131,688.09	\$138,210.18
Director of Finance	\$129,362.54	\$134,884.40	\$141,564.80
Director of Public Works and Utilities	\$128,752.16	\$134,247.86	\$146,547.69
Chief of Police	\$135,391.34	\$141,159.54	\$148,138.04

General Wage Increase	3.50%
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2027

Job Classification	Step 1	Step 2	Step 3
	Annualized		
Liquor Store Manager	\$82,925.38	\$86,387.07	\$93,776.05
Building Official	\$101,825.44	\$106,278.86	\$110,730.08
City Clerk	\$101,825.44	\$106,278.86	\$110,730.08
Liquor Operations Director	\$116,965.53	\$121,941.78	\$127,964.79
Director of Community Development	\$130,401.73	\$135,967.95	\$142,702.02
Director of Finance	\$133,566.82	\$139,268.15	\$146,165.66
Director of Public Works and Utilities	\$132,936.61	\$138,610.91	\$151,310.49
Chief of Police	\$139,791.55	\$145,747.23	\$152,952.53

General Wage Increase	3.25%
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Prepared By: Nathan Sondrol, Community Development Director

Presenter: Nathan Sondrol, Community Development Director

Date: 11/05/2024

Board & Commission: City Council

Subject: Closed Session pursuant to Minnesota Statutes 13D.05 to discuss Sale of City Owned Land 38791 Forest Boulevard

The City owned parcel is located at 38791 Forest Boulevard.

Voting Requirements:

Voting Options Simple Majority